

7/85

**RECEIVED**  
OCT 18 1985



1) Date: October 18, 1985  
 2) Operator's Berwind Land Company  
 Well No. 1, Serial No. 106891  
 3) API Well No. 47 - 019 - 0572  
 State            County            Permit           

STATE OF WEST VIRGINIA

DEPARTMENT OF ENERGY, OIL AND GAS DIVISION

DIVISION OF OIL & GAS  
DEPARTMENT OF ENERGY

APPLICATION FOR A WELL WORK PERMIT

- 4) WELL TYPE: A Oil            / Gas X /  
 B (If "Gas", Production X / Underground storage            / Deep X / Shallow           )
- 5) LOCATION: Elevation: 1707' Watershed: Marrs Branch of New River  
 District: New Haven 8 County: Fayette Quadrangle: Fayetteville 346
- 6) WELL OPERATOR Ashland Exploration CODE: 2750 7) DESIGNATED AGENT Forrest Burkett  
 Address P.O. Box 391 Address P.O. Box 379  
Ashland, KY 41114 Brenton, WV 24818
- 8) OIL & GAS INSPECTOR TO BE NOTIFIED 9) DRILLING CONTRACTOR:  
 Name Rodney G. Dillon Name Ray Resources Drilling Co.  
 Address P.O. Box 30 Address 2101 Washington St., East  
Scarbro, WV 25917 Charleston, WV 25311
- 10) PROPOSED WELL WORK: Drill X / Drill deeper            / Redrill            / Stimulate X /  
 Plug off old formation            / Perforate new formation             
 Other physical change in well (specify)
- 11) GEOLOGICAL TARGET FORMATION, Newburg
- 12) Estimated depth of completed well, 7252 feet sand base
- 13) Approximate strata depths: Fresh,            feet; salt, @ 925' feet.
- 14) Approximate coal seam depths: 550' - possible open Is coal being mined in the area? Yes            / No X
- 15) CASING AND TUBING PROGRAM mine

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	20	H-40	94	X		30	30	CTS	Kinds
Fresh water									
Coal	13 3/8	H-40	48	X		600	600	CTS	By rule 15.05
Intermediate	9 5/8	H-40	36	X		1000	1000	CTS	
Production	7	N-80	26	X		6350	6350	As Needed	Depths set
Tubing									
Lin.	4 1/2	K-55	11.6	X		7252	7252	As Needed	by rule 15.05
									Top Bottom

OFFICE USE ONLY  
DRILLING PERMIT

Permit number 47-019-0572

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:	Plat:	Casing	Fee	WPCP	S&E	Other
	<u>AS</u>	<u>MU</u>	<u>MU</u>	<u>506694</u>	<u>MU</u>	<u>MU</u>	

NOTE: Keep one copy of this permit posted at the drilling location.

[Signature]  
 Director, Division of Oil and Gas  
 10/20/2023 File

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

OFFICE USE ONLY

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

1) WELL TYPE: A or B  
 2) LOCATION: Riverton, Wyoming  
 3) WELL OPERATOR: [Name]  
 4) DRILLING CONTRACTOR: [Name]  
 5) PROPOSED WELL WORK: [Description]  
 6) GEOLOGICAL TAPING INFORMATION: [Details]  
 7) APPROXIMATE COST: [Amount]

OFFICE USE ONLY

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

	Date	Date(s)
Application received		
Well work started		
Completion of the drilling process		11-10-87
Well Record received		
Reclamation completed		

OTHER INSPECTIONS

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

1) Date: October 18, 19 85  
Operator's Berwind Land Company  
2) Well No. 1, Serial No. 106891  
3) API Well No. 47 - 019 - 0572  
State County Permit

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OCT 18 1985

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENERGY, DIVISION OF OIL & GAS

DIVISION OF OIL & GAS  
DEPARTMENT OF ENERGY

**NOTICE OF APPLICATION FOR A WELL WORK PERMIT**

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

(i) Name Berwind Land Company

Address 1050 One Valley Square  
Charleston, WV 25301

(ii) Name \_\_\_\_\_

Address \_\_\_\_\_

(iii) Name \_\_\_\_\_

Address \_\_\_\_\_

5 (i) COAL OPERATOR None

Address \_\_\_\_\_

5 (ii) COAL OWNER(S) WITH DECLARATION ON RECORD:

Name Berwind Land Company

Address 1050 One Valley Square

Charleston, WV 25301

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 have been mailed by registered or certified mail or delivered by hand to the person(s) named 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 18th day of October, 19 85,

My commission expires Nov. 23, 1986.

Wicki W. Donta

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

10/20/2023

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



WW-9

RECEIVED  
OCT 18 1985

State of West Virginia  
Department of ENERGY  
Oil and Gas Division

DATE Sept. 27, 1985  
WELL NO. Berwind Land Co. No. 1  
API NO. 47 - 019 - 0572  
Serial # 106891

DIVISION OF OIL & GAS  
DEPARTMENT OF ENERGY  
CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Ashland Exploration, Inc.  
Address Box 391, Ashland, Ky. 41101  
Telephone 606-329-5258  
LANDOWNER Berwind Land Co.

DESIGNATED AGENT Forrest Burkett  
Address Box 379, Brenton, WY 24818  
Telephone 304-732-6677  
SOIL CONS. DISTRICT Southern

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

This plan has been reviewed by Southern SCD. All corrections and additions become a part of this plan: 10-9-85

(Date)  
Dary W. Boschain  
(SCD Agent)

ACCESS ROAD	LOCATION
Structure <u>Culverts - Steel 15"</u> (A)	Structure <u>Diversion ditch</u> (1)
Spacing <u>As necessary</u>	Material <u>Earth &amp; rock</u>
Page Ref. Manual <u>2-7 &amp; 2-8</u>	Page Ref. Manual <u>2-12</u>
Structure <u>Headwalls - Rock rip-rap</u> (B)	Structure <u>Drilling pit</u> (2)
Spacing <u>N/A</u>	Material <u>Earth &amp; rock-lined &amp; treated</u>
Page Ref. Manual <u>2-7D, 7&amp;8, 2-10, 2-11</u>	Page Ref. Manual <u>N/A</u>
Structure <u>Drainage ditch</u> (C)	⊗ Structure <u>Sediment barrier</u> (3)
Spacing <u>N/A</u>	Material <u>Straw bales or brush</u>
Page Ref. Manual <u>2-12</u>	Page Ref. Manual <u>2-16</u>

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 Rd)

Lime 3 Tons/acre  
or correct to pH 6.5

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

Mulch Straw Tons/acre

Seed\* Ky 31 Tall Fescue 20 lbs/acre  
Creeping Red Fescue 20 lbs/acre  
Red Top 5 lbs/acre

Treatment Area II (Location)

Lime 3 Tons/acre  
or correct to pH 6.5

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

Mulch Straw Tons/acre

Seed\* Ky 31 Tall Fescue 20 lbs/acre  
Creeping Red Fescue 20 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

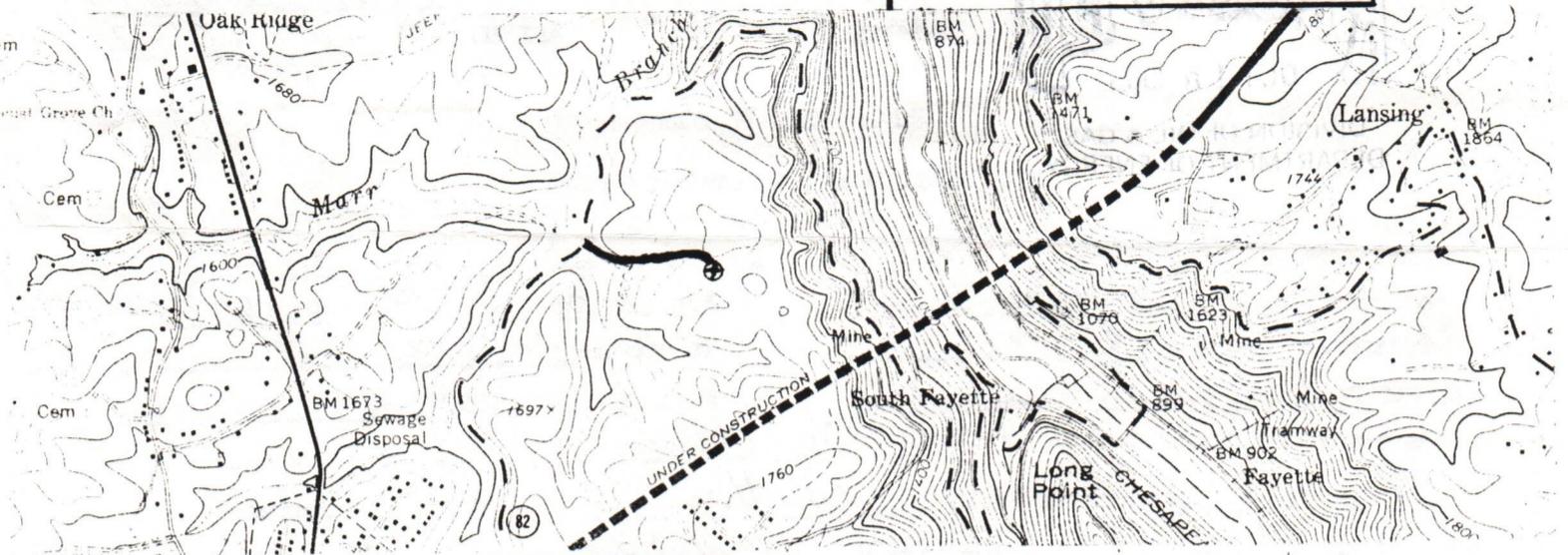
NOTES: Please request landowner's cooperation to protect new seedling for one growing season. Attach separate sheets as necessary for comments.

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE Fayetteville

**LEGEND**

Well Site ⊕

Access Road ———

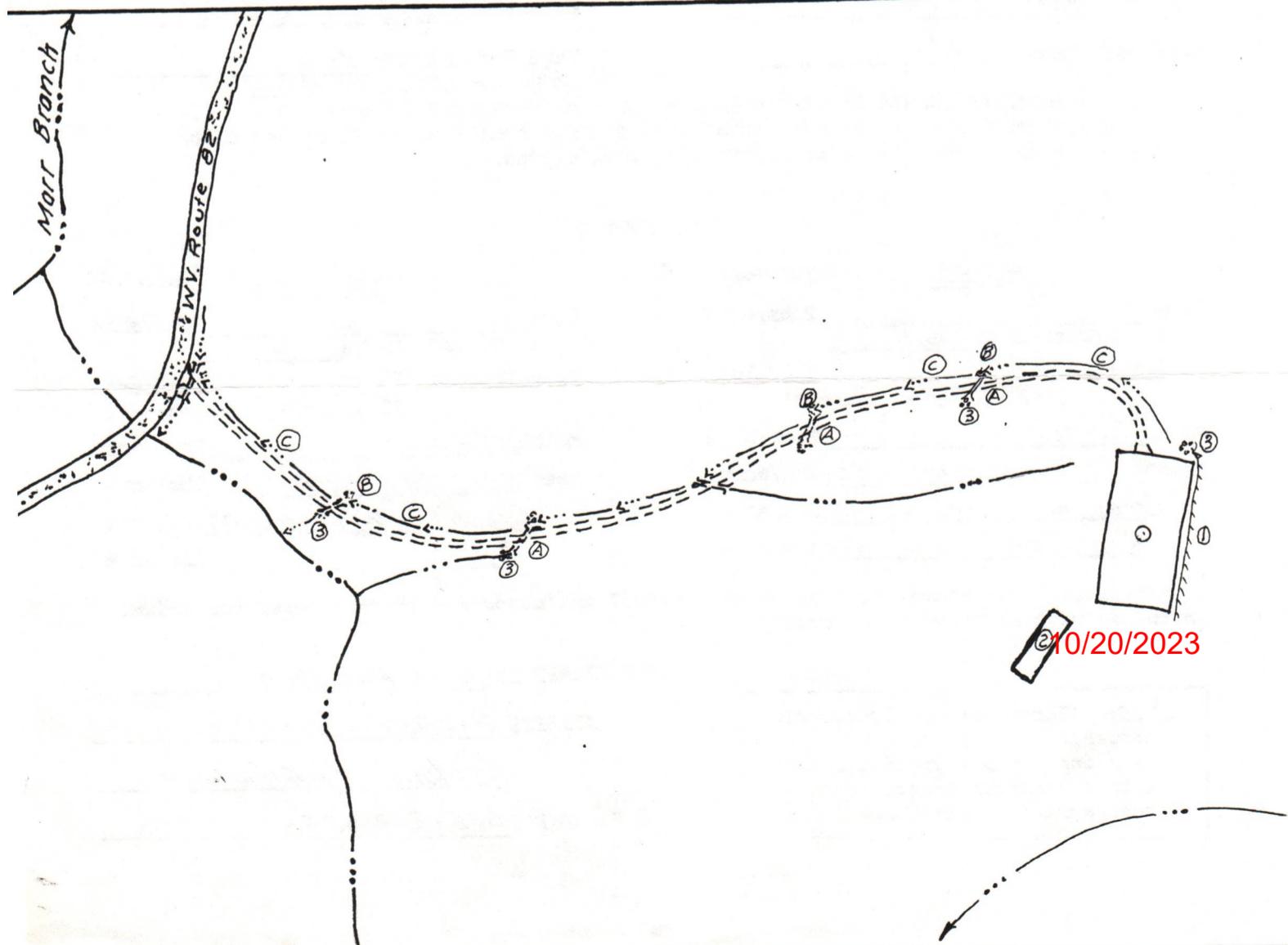


**WELL SITE PLAN**

etch to include well location, existing access road, roads to be constructed, wellsite, filling 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 <———≡———≡———≡———>





1) Date: October 18, 19 85  
 2) Operator's Berwind Land Company  
 Well No. 1, Serial No. 106891  
 3) API Well No. 47 - 019  
 State            County            Permit           

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

- 4) WELL TYPE: A Oil            / Gas X /  
 B (If "Gas", Production X / Underground storage            / Deep X / Shallow           )
- 5) LOCATION: Elevation: 1707' Watershed: Marrs Branch of New River  
 District: New Haven County: Fayette Quadrangle: Fayetteville
- 6) WELL OPERATOR Ashland Exploration CODE: 2750 7) DESIGNATED AGENT Forrest Burkett  
 Address P.O. Box 391 Address P.O. Box 379  
Ashland, KY 41114 Brenton, WV 24818
- 8) OIL & GAS INSPECTOR TO BE NOTIFIED 9) DRILLING CONTRACTOR:  
 Name Rodney G. Dillow Name Ray Resources Drilling Co.  
 Address P.O. Box 30 Address 2101 Washington St., East  
Scarbro, WV 25917 Charleston, WV 25311
- 10) PROPOSED WELL WORK: Drill X / Drill deeper            / Redrill            / Stimulate X /  
 Plug off old formation            / Perforate new formation            /  
 Other physical change in well (specify)
- 11) GEOLOGICAL TARGET FORMATION, Newburg
- 12) Estimated depth of completed well, 7252 feet sand base
- 13) Approximate trata depths: Fresh,            feet; salt, @ 925' feet.
- 14) Approximate coal seam depths: 550' - possible open Is coal being mined in the area? Yes            / No X /

15) CASING AND TUBING PROGRAM mine

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	20	H-40	94	X		30	30	CTS	Kinds	
Fresh water										
Coal	13 3/8	H-40	48	X		600	600	CTS	Sizes	
Intermediate	9 5/8	H-40	36	X		1000	1000	CTS		
Production	7	N-80	26	X		6350	6350	As Needed	Depths set	
Tubing										
Liners	4 1/2	K-55	11.6	X		7252	7252	As Needed	Perforations:	
									Top Bottom	

The law requires a comment period for surface owners. However, the permit can be issued in less than 15 days from the filing of the Application if the surface owner(s) of record sign(s) the following "Voluntary Statement of No Objection" on a facsimile of this surface owner's copy of the Application.

VOLUNTARY STATEMENT OF NO OBJECTION

I hereby state that I have read the instructions to surface owners on the reverse side of this Application, and that I have received copies of (1) a Notice of Application for a Well Work Permit on Form WW-2(A), (2) an Application for a Well Work Permit on Form WW-2(B), (3) a survey plat on Form WW-6, and (4) a Construction and Reclamation Plan on Form WW-9, all for proposed well work on my surface land as described therein.

I further state that I have no objection to the planned work described in these materials, and I have no objection to a permit being issued based on those materials.

(For execution by corporation, partnership, etc.)

(For execution by natural persons)

NAME: Berwind Land Company  
 By R.L. Bramard  
 Its Vice Presidents Date 10/21/85

Berwind Land Company  
 (Signature) Date             
R.L. Bramard  
 (Signature) 10/20/2023  
 Date

INSTRUCTIONS TO SURFACE OWNERS  
AND  
EXPLANATION OF METHODS AND TIME LIMITS TO COMMENT  
ON OIL AND GAS WELL WORK PERMIT

The well operator named in the Notice and this Application and the attached materials is applying for a permit from the State to do oil or gas well drilling or other well work. You are being served with these materials because surface owners have the right to file comments before the permit is issued. (NOTE: If the surface tract is owned by more than three persons, in multiple heirship for example, then these materials were served on you because your name appeared on the Sheriff's tax ticket on the land or because you actually occupy the surface tract. In either case, you may be the only owner who will actually receive these materials.) See Chapter 22B, Article 1 of the W. Va. Code. Permits are valid for 24 months.

If you do not own any interest in the surface tract, please forward these materials to the true owner immediately if you know who it is. Also, please notify the well operator named in the materials and the Director of the Division of Oil and Gas in the West Virginia Department of Energy immediately.

NOTE : YOU ARE NOT REQUIRED TO FILE ANY COMMENT AT ALL.

WHERE TO FILE COMMENTS AND OBTAIN ADDITIONAL INFORMATION :

Director, Division of Oil and Gas  
West Virginia Department of Energy  
1615 Washington Street, East  
Charleston, West Virginia 25311-2192  
(304) - 348 - 3500

Who may file comments? If you wish to file comments, you must be an owner of record of (1) and interest in the surface tract on which the well already is or is about to be located, or (2) an interest in any other surface tract over the same oil or gas lease which will be utilized for roads or other land disturbances.

Time limits for comments. The law requires these materials to be delivered on or before the date the operator files his Application. You have FIFTEEN (15) DAYS after the filing date to file your comments as provided in METHODS FOR FILING COMMENTS below. You may call the Director's office at the above telephone number to be sure of the date. However, if you have been contacted by the well operator, and if you have signed a "voluntary statement of no objection" to any of the planned work described in these materials, then the permit may be issued at any time.

Comments must be in writing. Your comments must include your name, address and telephone number, the well operator's name and well number, and the approximate location of the proposed well site including district and county from the application. You may add other documents, such as sketches, maps or photographs to support your comments.

Methods for filing comments. Comments must be filed in person or received in the mail at the Director's office by the time stated above. Check with your postmaster to ensure adequate delivery time or to arrange special expedited handling.

The Director for Oil and Gas has the power to deny or condition a well work permit based on your comments on the following grounds:

- "(1) The proposed well work will constitute a hazard to the safety of persons; or
- "(2) The plan for soil erosion and sediment control is not adequate or effective; or
- "(3) Damage would occur to publicly owned lands or resources; or
- "(4) The proposed well work fails to protect fresh water sources or supplies."

If you want a copy of the permit as it is finally issued, or a copy of the order denying the permit, you should request a copy from the Director.

List of Water Testing Laboratories. The Director maintains a list of water testing laboratories which you can hire to test your water to establish water quality prior to and after drilling. Contact the Director's office or an Oil and Gas Inspector to obtain a copy of the list.

10/20/2023

7/85



1) Date: October 18, 1985  
 2) Operator's Berwind Land Company  
 Well No. 1, Serial No. 106891  
 3) API Well No. 47 - 019  
 State \_\_\_\_\_ County \_\_\_\_\_ Permit \_\_\_\_\_

**RECEIVED**  
OCT 22 1985

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

APPLICATION FOR A WELL WORK PERMIT

- 4) DEPARTMENT: A Oil \_\_\_\_\_ / Gas X /  
 B (If "Gas", Production X / Underground storage \_\_\_\_\_ / Deep X / Shallow \_\_\_\_\_ /)
- 5) LOCATION: Elevation: 1707' Watershed: Marrs Branch of New River  
 District: New Haven County: Fayette Quadrangle: Fayetteville
- 6) WELL OPERATOR Ashland Exploration CODE 750 7) DESIGNATED AGENT Forrest Burkett  
 Address P.O. Box 391 Address P.O. Box 379  
Ashland, KY 41114 Brenton, WV 24818
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 Plug off old formation \_\_\_\_\_ / Perforate new formation \_\_\_\_\_ /  
 Other physical change in well (specify) \_\_\_\_\_
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 13) Approximate strata depths: Fresh \_\_\_\_\_ feet; salt, @ 925' feet.  
 14) Approximate coal seam depths: 550' - possible open Is coal being mined in the area? Yes \_\_\_\_\_ / No X  
mine
- 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		
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Fresh water									
Coal	13 3/8	H-40	48	X		600	600	CTS	Sizes <u>15.05</u>
Intermediate	9 5/8	H-40	36	X		1000	1000	CTS	
Production	7	N-80	26	X		6350	6350	As Needed	Depths set
Tubing									
Liners	4 1/2	K-55	11.6	X		7252	7252	As Needed	Perforations <u>25.41</u>
									Top _____ Bottom _____

**INSTRUCTIONS TO COAL OPERATOR, OWNER, OR LESSEE**

The 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 22B-1-15,16, or 17 must be filed with the Department of Energy 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 22B-1-36 if the permit is to be issued within fifteen (15) days of the filing of the Application.

**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.

Date: Oct 21, 1985  
 By: Berwind Land Company  
R.L. Braunard  
 Its: Vice President 10/20/2023







STATE OF WEST VIRGINIA  
OIL AND GAS CONSERVATION COMMISSION  
CHARLESTON 25305

October 25, 1985

Oil and Gas Division  
Department of Energy

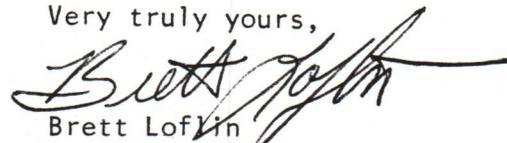
RE: APPLICATION FOR PERMIT #47-019 - 0572 TO DRILL DEEP WELL  
COMPANY: ASHLAND EXPLORATION, INC.  
FARM: BERWIND LAND COMPANY  
COUNTY: FAYETTE DISTRICT: NEW HAVEN

The application of the above company is APPROVED FOR NEWBERG COMPLETION  
(APPROVED - DISAPPROVED)

Applicant HAS complied with the provisions of Chapter twenty-two, eight (§22-8), of the Code of West Virginia, nineteen hundred and thirty-one (1931), as amended, Oil and Gas Conservation Commission, as follows:

1. *Provided a certified copy of duly acknowledged and recorded consent and easement form from all surface owners; Yes*
2. *Provided a tabulation of all deep wells within one mile of the proposed location, including the API number of the deep well, well name, and the name and address of the operator, and, None*
3. *Provided a plat showing that the proposed location is a distance of 1500 feet from the nearest unit boundary and showing the following wells drilled to or capable of producing from the objective formation within 3,000 feet of the proposed location: None*

Very truly yours,

  
Brett Loflin  
Petroleum Engineer

RECEIVED

APR 11 1986



WR-35

DIVISION OF OIL & Gas of West Virginia
DEPARTMENT OF ENERGY
DEPARTMENT OF ENERGY
Oil and Gas Division

Date April 8, 1986
Operator's Well No. 1
Farm Berwind Land Co.
API No. 47 - 019 - 0572

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 X / Shallow /)

LOCATION: Elevation: 1707' Watershed Marris Branch of New River
District: New Haven County Fayette Quadrangle Fayetteville

COMPANY Ashland Exploration, Inc.
ADDRESS P. O. Box 391, Ashland, KY 41114
DESIGNATED AGENT Forrest Burkett
ADDRESS Box 379, Brenton, WV 24818
SURFACE OWNER Berwind Land Co.
ADDRESS 1050 One Valley Square, Charleston, WV
MINERAL RIGHTS OWNER Berwind Land Co.
ADDRESS 1050 One Valley Square, Charleston, WV
OIL AND GAS INSPECTOR FOR THIS WORK Rodney Dillon
ADDRESS Box 30, Scarbro, WV 25917
PERMIT ISSUED 10/25/85
DRILLING COMMENCED 1/13/86
DRILLING COMPLETED 2/21/86
IF APPLICABLE: PLUGGING OF DRY HOLE ON CONTINUOUS PROGRESSION FROM DRILLING OR REWORKING. VERBAL PERMISSION OBTAINED ON 3/23/86

Table with 4 columns: Casing Tubing Size, Used in Drilling, Left in Well, Cement fill up Cu. ft. Rows include sizes 20-16 Cond., 13-10", 9 5/8, 8 5/8, 7, 5 1/2, 4 1/2, 3, 2, and Liners used.

GEOLOGICAL TARGET FORMATION Newburg Depth 7252 feet
Depth of completed well 7540 feet Rotary X / Cable Tools
Water strata depth: Fresh 100 feet; Salt 3500 feet
Coal seam depths: 493-499 Is coal being mined in the area? No

OPEN FLOW DATA

Producing formation NONE Pay zone depth feet
Gas: Initial open flow Mcf/d Oil: Initial open flow Bbl/d
Final open flow Mcf/d 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
(If applicable due to multiple completion--)

10/20/2023

(Continue on reverse side)

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

Plug back TD - 6670 w/gel wtr, 6670-6560 cmt plug, 6560-2555 gel wtr, P-1 BP @ 2555, 2555-2430 gel wtr, @ 2430 P-1 BP, 2430-2306 gel wtr, 2306-2256 cmt plug, 2256-970 gel wtr, @ 970 N1-BP, 970-50 gel wtr, 50-surface cmt plug.

Perf L. Dev. Shale 30H/5940-5960 - N<sub>2</sub> frac using 1,800,000 SCF N<sub>2</sub> & 500 gal 15% HCl. BD @ 4700# , MTP 4050# @ 78,000 SCF/min, ISIP 2250#, 15 min 1850#.

Perf U. Dev. Shale 30H/4830-4850 - N<sub>2</sub> frac using 1,800,000 SCF N<sub>2</sub>, BD @ 3799#, ATP 3552# @ 80,000 SCF/min, ISIP 2578#, 15 min 1990#.

Perf U. Weir 30H/2460-2494 - 75 Q foam frac using 336,000 SCF N<sub>2</sub> @ 10,500 SCF/min, 40,000# 20/40 sand. BD @ 1880#, ATP 1986# @ 36 B/M, ISIP 1930#, 15 min 1510#, TF 206 bbl.

**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	695	
Salt Sand			695	1082	
Shale			1082	1307	
Ravenscliff			1307	1418	
Avis LS			1418	1429	
Shale			1429	1606	
Middle Maxton			1606	1652	
Shale			1652	1827	
Lower Maxton			1827	1841	
Shale			1841	1883	
Little Lime			1883	1958	
Pencil Cave			1958	2005	
Big Lime			2005	2330	
Shale			2330	2362	
Injun			2362	2411	
Upper Weir			2411	2512	
Shale			2512	2517	
Lower Weir			2517	2553	
Shale			2553	2804	
Coffee Shale			2804	2831	
Berea			2831	2870	
Devonian Shale			2870	6546	
Onondaga LS			6546	6656	
Oridkany SS			6656	6674	
Lime w/Dolomite			6674	7446	
Newburg SS			7446	7479	
Lime			7479	TD	
DTD 7540					
LTD 7540					

(Attach separate sheets as necessary)

ASHLAND EXPLORATION, INC.

Well Operator

By: Alvin J. Thoma 10/20/2023

Date: April 8, 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."



OFFICE USE ONLY

PERMIT MODIFICATIONS AND CONDITIONS (IF ANY) TO THE PROPOSED PLUGGING

1. WELL TYPE: A  
 2. LOCATION: [Faint text]  
 3. WELL OPERATOR: [Faint text]  
 4. PLUGGING OPERATOR: [Faint text]

OFFICE USE ONLY

This part of Form WW-4(B) is to record the dates of certain occurrences and any follow-up inspections.

	Date	Date(s)
Application received		
Plugging started		
Plugging completed		
Well Record received		

OTHER INSPECTIONS

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

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

[Signatures and stamps]

RECEIVED  
APR 11 1986

DIVISION OF OIL & GAS  
DEPARTMENT OF ENERGY

- 1) Date: April 8, 19 86  
Operator's
- 2) Well No. Berwind Land No. 1
- 3) API Well No. 47 - 019 - 0572-P  
State County Permit

STATE OF WEST VIRGINIA  
DIVISION OF OIL AND GAS, DEPARTMENT OF ENERGY  
NOTICE OF APPLICATION TO PLUG AND ABANDON A WELL

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

- (i) Name Berwind Land Co.  
Address 1050 One Valley Square  
Charleston, WV 25301
- (ii) Name \_\_\_\_\_  
Address \_\_\_\_\_
- (iii) Name \_\_\_\_\_  
Address \_\_\_\_\_

- 5 (i) COAL OPERATOR NONE  
Address \_\_\_\_\_
- 5 (ii) COAL OWNER(S) WITH DECLARATION ON RECORD:  
Name Berwind Land Co.  
Address 1050 One Valley Square  
Charleston, WV 25301
- 5 (iii) COAL LESSEE WITH DECLARATION ON RECORD:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

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

- (1) The Application to Plug and Abandon a Well on Form WW-4(B), which sets out the parties involved in the work, and describes the well and its location and the plugging work order; and
- (2) The plat (surveyor's map) showing the well location on Form WW-6.

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 (FORM WW-4(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 Permit to plug and abandon a well with the Director of the Division of Oil and Gas, West Virginia Department of Energy, with respect to the well at the location described on the attached Application and depicted on the attached Form WW-6. Copies of this Notice, the Application, and the plat have been mailed by registered or certified mail or delivered by hand to the person(s) named above (or by publication in certain circumstances) on or before the day of mailing or delivery to the Director.

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

Derek S. Hina Derek S. Hina,

This 8 day of April, 1986.

My commission expires 9/14, 1987.

Mella C. Barker

Notary Public, Boyd County,

State of STATE AT LARGE

WELL OPERATOR ASHLAND EXPLORATION, INC.

By Derek S. Hina  
Derek S. Hina  
Its Engineering Technician

Address P. O. Box 391  
Ashland, KY 41114

Telephone 606-329-4196

10/20/2023

RECEIVED  
APR 11 1988  
DIVISION OF OIL & GAS  
DEPARTMENT OF ENERGYI 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.

## CONCERNING THE REQUIRED COPIES FOR FILING AND SERVICE:

Filing. Code § 22B-1-6 and Regulation 7.02 provide that the original and two copies of the Application must be filed with the Director, accompanied by (i) an original and four copies of the Notice, (ii) an original and four copies of a plat in the form prescribed by Regulation 11, and (iii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code § 22B-1-26.

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 and 22B-1-23.

AFFIDAVIT OF PLUGGING AND FILLING WELL

AFFIDAVIT SHOULD BE MADE IN TRIPLICATE, one copy mailed to the Division, one copy to be retained by the Well Operator and the third copy (and extra copies if required) should be mailed to each coal operator at their respective addresses.

<u>Berwind Land Co.</u>	<u>Ashland Exploration, Inc.</u>
<u>Coal Operator or Owner</u>	<u>Name of Well Operator</u>
<u>1050 One Valley Square, Charleston, WV 25301</u>	<u>P. O. Box 391, Ashland, KY 41114</u>
<u>Address</u>	<u>Complete Address</u>
<u>Coal Operator or Owner</u>	<u>WELL AND LOCATION</u>
<u>Address</u>	<u>Berwind Land Co. No. 1</u> 19 <u>86</u>
<u>Berwind Land Co.</u>	<u>New Haven</u> District
<u>Lease or Property Owner</u>	<u>Fayette</u> County
<u>1050 One Valley Sq., Charleston, WV 25301</u>	<u>WELL NO. #1 API #47-019-0572</u>
<u>Address</u>	<u>Berwind Land Co.</u> Farm

STATE INSPECTOR SUPERVISING PLUGGING Rodney Dillon

AFFIDAVIT

STATE OF WEST VIRGINIA,  
County of Fayette

ss:

Ted Payne and Tom Hatfield

being first duly sworn according to law depose and say that they are experienced in the work of plugging and filling oil and gas wells and were employed by Ashland Exploration, Inc., well operator, and participated in the work of plugging and filling the above well, that said work was commenced on the 24 day of March, 19 86, and that the well was plugged and filled in the following manner:

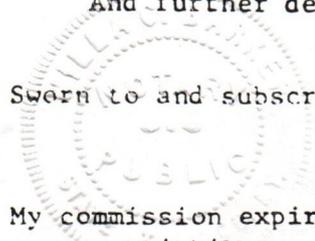
Sand or Zone Record Formation	Filling Material	Plugs Used Size & Kind	Casing	
			CSG PULLED	CSG LEFT IN
7540 (TD) - 6670	gel wtr			
6670-6560	35 sks cmt plug			
6560-2555	gel wtr			
@ 2555'		Baker P-1 BP - 7"		
2555-2430	gel wtr			
@ 2430		Baker P-1 BP - 7"		
2430-2306	gel wtr			
2306-2256	10 sks cmt plug			
2256-970	gel wtr			
@ 970		Baker N-1 BP - 9 5/8"		
970-50	gel wtr			
50-surface	25 sks cmt plug	20"	0	31'
		9 5/8"	0	998'
		7"	2000'	4608'
		<i>[Signature]</i> 4/14/86		
Coal Seams		Description of Monument		
(Name) 493-498 - covered w/9 5/8" csg & cemented to surface		3' @ surface		
(Name)		w/identification		
(Name)				
(Name)				

and that the work of plugging and filling said well was completed on the 8 day of April, 19 86. 10/20/2023

And further deponents saith not.

Derek S. Hina  
Engineering Technician

Sworn to and subscribed before me this 8 day of April, 19 86.



Wille C. Barber  
Notary Public

My commission expires:  
9/14/87.

Permit No. 019-0572-P

FAT 0512-1

10/20/2023



9-17-23-10

INSPECTOR'S PERMIT SUMMARY FORM

WELL TYPE Gas  
ELEVATION 1709'  
DISTRICT New Haven  
QUADRANGLE Fayetteville  
COUNTY Fayette

API# 47-019-0572  
OPERATOR Ashland Exp.  
TELEPHONE \_\_\_\_\_  
FARM Berwood Land Co.  
WELL # 1

SURFACE OWNER Berwood Land COMMENTS \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
TARGET FORMATION Newburg DATE APPLICATION RECEIVED \_\_\_\_\_  
DATE STARTED \_\_\_\_\_  
LOCATION 12/20/85 NOTIFIED yes DRILLING COMMENCED 1-13-86

WATER DEPTHS 140 , 3525 , \_\_\_\_\_ , \_\_\_\_\_  
COAL DEPTHS 193 - , 198 , \_\_\_\_\_ , \_\_\_\_\_

CASING

Ran 1001 feet of 9 5/8 "pipe on 1-19 with CTS fill up  
Ran 6608 feet of 7 "pipe on 2-8 with 305 SKS fill up  
Ran \_\_\_\_\_ feet of \_\_\_\_\_ "pipe on \_\_\_\_\_ with \_\_\_\_\_ fill up  
Ran \_\_\_\_\_ feet of \_\_\_\_\_ "pipe on \_\_\_\_\_ with \_\_\_\_\_ fill up

TD 7540 feet on 2/19/86

PLUGGING

MAY 5 1986

Type	From	To	Pipe Removed

Pit Discharge date: \_\_\_\_\_ Type \_\_\_\_\_  
Field analysis ph \_\_\_\_\_ fe \_\_\_\_\_ cl \_\_\_\_\_  
Well Record received \_\_\_\_\_

Date Released 5-2-86

R. Wilton 10/20/2023  
Inspector's signature

API# 47,019 - 0525

LIST ALL VISITS FOR THIS PERMIT

RAY Resources Rig #7

	DATE	TIME	PURPOSE	COMMENTS
1	11/8/85		look at site before building	
2	12-20		Building location	
3	1-13		dusting at 50'	
4	1-17		Bit Trip at 478'	
5	1-19		Run 9 5/8 (1400 SKS)	
6	1-23		dusting at 2414'	
7	1-27		soaping at 4846'	
8	2-4		clean fill up at 6600'	
9	2-11		drill cmt. in 7"	
10	2-21		Plug back to 7"	
11			6550' - 6620' cmt.	
12	2-26		move rig	
13				
14	3-12		frac well	
15				
16				
17				
18				
19				
20				

Notes

Co. Has Plug Permit on Well

Verbal 3-24-86  
P. Permit 4-21-86

INSPECTOR'S PERMIT SUMMARY FORM

WELL TYPE GAS  
ELEVATION 1707  
DISTRICT New Haven  
QUADRANGLE Fayetteville  
COUNTY Fayette

API# 47-019-0572-P  
OPERATOR Ashland Exploration  
TELEPHONE \_\_\_\_\_  
FARM Berwind Land  
WELL # Berwind Land 1

SURFACE OWNER Berwind Land Co. COMMENTS \_\_\_\_\_ TELEPHONE \_\_\_\_\_

TARGET FORMATION Newburg DATE APPLICATION RECEIVED \_\_\_\_\_

DATE STARTED \_\_\_\_\_

LOCATION \_\_\_\_\_ NOTIFIED yes DRILLING COMMENCED \_\_\_\_\_

Verbal Permission 3-23-86

WATER DEPTHS 140', 3525, \_\_\_\_\_, \_\_\_\_\_

COAL DEPTHS 193-198, \_\_\_\_\_, \_\_\_\_\_

CASING

Ran 1001 feet of 9 5/8 "pipe on 1-19-86 with CTS fill up

Ran 6608 feet of 7 "pipe on 2-8 with 3055K fill up

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

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

TD 7540 feet on 2-19-86

PLUGGING

Type	From	To	Pipe Removed
<u>7"</u>	<u>@ 2200</u>	<u>0</u>	<u>@ 2200'</u>

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

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

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

Date Released 5-16-86

B. Dillon  
Inspector's signature

10/20/2023

API# 47 019-0572P

LIST ALL VISITS FOR THIS PERMIT

Tri-State Well Service

DATE	TIME	PURPOSE	COMMENTS
1 2 3-23-86		TALK	to Ashland about Plug Job
3 4 3-24		Set plug	at 2430' log truck broke down
5 6 3-28		Hole plugged	
7 8 4-18		location reclaimed + seeded	
9 10 11 12 13 14 15 16 17 18 19 20		To Hole 7540' Gel 7540 - Bottom of 7" Plug Back to Bottom of 7" When drilled Cmt 6550 - 6670' Verbal Permission 7" Run to 6608' cemented to @ 2500' Weir perf. 2460' - 2494' Set mach. plug at 2430' Cut 7" at 2500' Run 2 3/8 To Top of plug Run 50' cmt. on plug Pull 2 3/8, Push 7" Set mach. plug Bottom 9 5/8 At 1000' 50' cmt. ON Top of plug. (Reason for no plug from Bottom of 9 5/8 To The cut in 7" Formation would not Hole cmt. on gel) Cmt. 50' - 0	

Set monument

Notes

5-2-86 location Reclaimed & Seeded



STATE OF WEST VIRGINIA  
 DEPARTMENT OF ENERGY  
 DIVISION OF OIL AND GAS  
 1615 Washington Street, East  
 Charleston, West Virginia 25311

Telephone: 348-3500

May 28, 1986

John Johnston  
 Director

ARCH A. MOORE, JR.  
 Governor

Ashland Exploration company  
 Post Office Box 391  
 Ashland, Kentucky 41101

In Re: Permit No: 47-019-0572-P  
 Farm: Berwind Land Company  
 Well NO: Berwind 1  
 District: New Haven  
 County: Fayette  
 Issued: 4-21-86

Gentlemen:

The FINAL INSPECTION REPORT for the above captioned well has been received in this office. ONLY the Column checked below applies:

The well designated by the above captioned permit number has been released under XXXX your Blanket Bond.

Please return the enclosed cancelled single bond which covered the well designated by the above captioned permit number to the surety company that executed said bond in your behalf, in order that they may give you credit on their records.

Your well record was received and reclamation requirements approved. In accordance with Chapter 22B, Article 1, Section 26, the above captioned well will remain under bond coverage for life of the well.

Respectively,

Theodore M. Streit  
 Deputy Director--Inspection & Enforcement

TMS/ nw

10/20/2023

NOV 19 1984

BOOK 420 PAGE 415

Ashland Expl Inc  
Box 391  
Ashland, Ky

L# 67351 ✓

THIS LEASE, made and entered into as of this the 24<sup>th</sup> day of October, 1984, by and between BERWIND LAND COMPANY, a West Virginia corporation, party of the first part ("LESSOR"), and ASHLAND EXPLORATION, INC., a Delaware corporation, party of the second part ("LESSEE"):

W I T N E S S E T H:

ARTICLE I

Leasing Clause

RECEIVED  
OCT 18 1985  
DIVISION OF OIL & GAS  
DEPARTMENT OF ENERGY

1.1 Leasing Clause. That, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, and of the covenants, agreements and conditions hereinafter contained, the LESSOR does hereby demise, lease and let unto the LESSEE, subject to all of the terms, conditions, reservations, exceptions, restrictions and provisions hereinafter set forth, the "premises" hereinafter described, for the purposes of exploring, drilling and operating wells and producing and marketing oil, gas and gasoline, including casinghead gas and casinghead gasoline, condensate, distillate and all related hydrocarbons, except methane or other gases and the related products therefrom normally produced or emitted from coal seams and associated strata; together with, subject to the provisions hereof, the right to lay pipe lines, telephone and telegraph lines; to conduct geological and geophysical surveys and explorations; to build tanks and roads; to inject gas, air, water and other fluids into the sands and formations in and underlying the said premises for the purpose of recovering and producing the minerals referred to above which LESSEE is permitted to recover and produce hereunder; to pool 10/20/2023 unitize the said premises or any part thereof with other lands as hereinafter provided; to drill wells for the production of oil and gas, recondition producing wells, redrill and use abandoned

RECEIVED  
OCT 18 1982  
DIVISION OF OIL & GAS  
DEPARTMENT OF ENERGY

10/20/2023

wells for the production of oil and gas, and re-abandon wells on the said premises; to locate and utilize rights-of-way over, on and through the said premises for the purpose of exploring, drilling and operating wells and producing and marketing the minerals referred to above; and to exercise such other necessary rights for the efficient operation of the said premises for oil, gas and gasoline and the economical production and marketing of the same as hereinafter set out; together also with the further right to use, free of cost to LESSEE, on the premises hereby leased, sufficient oil, gas, water and gasoline from said premises for the proper prosecution of the LESSEE'S development and operation of the said premises, and also the right to remove, as hereinafter provided, all property placed thereon by the LESSEE, provided LESSEE is not at the time in default in the payment of any rentals, royalties or other monies due LESSOR hereunder or in the performance of any of the other terms or provisions of this lease.

Said "premises" (sometimes hereinafter referred to as the "leased premises") are comprised of those certain tracts or parcels of land described on "Exhibit A" attached hereto and made a part hereof, including the oil and gas therein, subject to the exceptions as above or hereinafter set out. For all purposes hereunder, the said tracts or parcels of land shown on "Exhibit A" shall be considered and treated as merged into a single tract made up of contiguous tracts of land within one boundary notwithstanding any reference thereto as tracts or parcels of land.

It is further expressly understood and agreed that the LESSOR excepts and reserves from the operation of this lease all carbon dioxide and hydrogen sulfide within and underlying the leased premises.

It is further understood that there is expressly **10/20/2023** excepted and reserved by LESSOR from the effect and operation of this lease, and that this lease is made expressly subject to, any

and all public roads, railroads, power and telephone lines, and gas and other pipelines as are now located on the premises hereby leased, and all rights, easements, conveyances, leases and possessory rights visible on the ground or appearing of record in the office of the Clerk of the County Commission of Fayette County, West Virginia.

## ARTICLE 2

### Land Rental

2.1 Land Rental. LESSEE shall pay to LESSOR an annual land rental of Two Dollars (\$2.00) per acre, payable yearly in advance, the first payment of which shall be paid upon the signing and delivery of this lease, and subsequent payments of which shall be paid thereafter in each succeeding year of this lease on or before the anniversary of the date of this lease.

## ARTICLE 3

### Term

3.1 Term. The term of this lease shall be for a primary term of five (5) years from the date hereof (the "primary term"), and so long thereafter as oil or gas is commercially produced from the leased premises in paying quantities, subject to sooner termination of this lease as hereinafter provided.

### 3.2 Minimum Exploration and Development.

(a) During the primary term of this lease, the LESSEE shall comply with the following minimum exploration and development requirements:

- (i) The LESSEE shall complete at least one exploratory well on the premises on or before January 1, 1987;
- (ii) The LESSEE shall commence actual drilling operations on a new well within six (6) months after completion of the well described above in 3.2(a) (i), and shall complete such new well as soon as practical after completion of drilling

10/20/2023

of such well;

- (iii) The LESSEE shall continue to develop the premises thereafter by commencing actual drilling operations on a new well no later than six (6) months after completion of the prior well, with completion of work on each such well to be accomplished as soon as practical after completion of the drilling of such well.

If the LESSEE at any time fails to fulfill any one or more of said minimum requirements, the LESSOR may, at its option, and after notice of default to LESSEE, and LESSEE fails to perform within 30 days, terminate this lease forthwith and reenter upon and take possession of the leased premises and every part thereof, and be reinstated in its possession to hold the leased premises as if this lease had never been made, and the LESSOR shall further be entitled to exercise all other rights and remedies of the LESSOR set forth in this lease.

(b) It is expressly understood and agreed that the above requirements set forth above in Paragraph 3.2(a) are minimum requirements to be met and fulfilled by the LESSEE during the term of this lease, and that they are not intended to limit, nor shall they be construed as limiting, any of the LESSEE'S other express or implied obligations of exploration or development.

#### ARTICLE 4

##### Royalties

4.1 Oil. LESSEE, subject to Article 5 herein, shall pay to LESSOR a royalty of one eighth (1/8th) of all the oil produced and saved by LESSEE from the leased premises, delivered to LESSOR'S credit free of expense into the tanks, pipelines or other facilities to which the wells drilled by LESSEE may be 10/20/2023 connected.

4.2 Gas, Gasoline and Other Hydrocarbons.

(a) LESSEE, subject to Article 5 herein, shall pay to LESSOR for gas, gasoline, condensate, distillate and other hydrocarbons produced and marketed from the premises, from the time and while such gas, gasoline, condensate, distillate, and other hydrocarbons are so marketed, a royalty of one-eighth (1/8th) of the proceeds therefrom by an "arm's length" sale to a third party at the well of the gas, gasoline, condensate, distillate, and other hydrocarbons so marketed. In the event LESSEE markets gas other than by means of an "arm's-length" sale to a third party, LESSEE, subject to Article 5 herein, shall pay to LESSOR a royalty on the value thereof, the value to be used in calculating the royalties in such event to be as follows:

- (i) For gas subject to government regulation, the maximum lawful well-head price for which the particular gas is permitted to be priced under applicable statutes, rules, regulations and orders; or
- (ii) For gas not subject to government regulation, the maximum price at the well being paid by other first purchasers of gas in the same field as the leased premises for gas of the same quality, vintage and category, or, if there be no such purchasers of gas in the same field, then the fair market value thereof.

(b) The LESSEE shall take all actions, pursuant to applicable government laws, rules, regulations and orders, necessary to qualify each well on the leased premises so as to obtain the then highest allowable price for gas produced and marketed from the leased premises, subject, however, to the terms and conditions of price and deliverability from any gas purchase contract entered into by LESSEE.

4.3 Gasoline Manufactured From Casinghead Gas. 10/20/2023

Should gasoline be manufactured locally from casinghead gas produced from oil wells on the leased premises, the LESSOR,

subject to Article 5 herein, shall receive as full payment for such gasoline a royalty of one-eighth (1/8th) of the proceeds of the surplus gasoline thus manufactured and saved, less costs and losses incurred in preparing for market and in marketing the same. The gasoline manufactured from casinghead gas produced on the leased premises may be apportioned among these premises and neighboring lands according to the number of wells on each which are producing and supplying gas to the gasoline plant or plants, and in case there is a surplus of casinghead gas over and above the amount required to operate the land leased, alone or conjointly with other lands, which is not treated for gasoline, but which is collected and sold locally by the LESSEE, then LESSOR, subject to Article 5 herein, shall be paid on account of any such surplus casinghead gas (excluding any residue of such gas which has been treated for gasoline) so sold, one-eighth (1/8th) of the net proceeds of sale, less said one-eighth (1/8th) proportionate cost of transportation from the place of production to the point of delivery to the purchaser or purchasers, which one-eighth (1/8th) and its proportion of the expense of marketing is to be apportioned between respective lessors according to the number of wells owned by each connected into the system of pipelines from which said surplus casinghead gas is sold; but in case at any time there remains any such surplus of casinghead gas which is not locally treated (i.e., at a plant treating casinghead gas only produced on this and neighboring leases or lands) for gasoline, or sold locally, LESSEE may meter such remaining surplus at any convenient point and thereupon mingle such surplus casinghead gas with other gas in its own or other gas transportation lines, and shall pay LESSOR for the gas so metered and co-mingled with other gas or transported to market the same royalty as paid for other gas hereunder.

## ARTICLE 5

Increased Royalty After Payout

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5.1 If and when payout (as defined hereinafter) with respect to any well drilled hereunder has occurred, LESSEE shall pay to LESSOR, in lieu of the one-eighth (1/8th) royalty provided hereinabove, a royalty of three-sixteenths (3/16ths) of all oil, gas, gasoline, condensate, distillate and any other hydrocarbon(s) produced, saved or marketed from the premises. Payout shall be applicable independently as to each well drilled hereunder, and LESSOR shall notify LESSEE thereof in writing, and will furnish LESSOR with a complete inventory of equipment and material appurtenant to such well.

5.2 The term "payout", with respect to each well, shall mean the first point in time at which proceeds from such well equal the total costs borne or incurred by LESSEE in drilling, testing, completing, recompleting, plugging back, deepening, side tracking, reworking, equipping, and placing such well on production (whether any of such operations are successful or unsuccessful), plus LESSEE'S cost of operating such well, all up to the point at which "payout" occurs.

5.3 The term "proceeds", with respect to each well, shall mean revenues from the sale of Well Interest production from said well, less the sum of a) all royalty and lease maintenance payments (which shall be paid and borne by LESSEE); b) all other lease burdens and overriding royalty payments, if any, existing as of the date hereof; c) any severance, production, and/or mineral ad valorem taxes measured by production, including the net of any Windfall Profit Tax, and, d) transportation costs which are attributable to said Well Interest.

#### ARTICLE 6

##### Meters and Metering

6.1 Meters and Metering. All gases produced from the leased premises, before being used commercially upon or sold off of the leased premises, shall be measured by a meter or meters. Each well from which oil or gas is produced hereunder

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shall have a separate and individual meter connected to it which shall measure separately the production from such well. Said meters shall be of a modern and approved standard type, properly adapted for the volume to be measured, and shall be furnished, connected with the wells, maintained and operated by the LESSEE, at its own expense. The LESSEE shall have sole charge of said meters and shall repair the same when it deems necessary or when testing shows any inaccuracy. The LESSEE agrees to test all meters whose readings govern the calculation and payment for production hereunder at such intervals as is considered good practice in the industry, or as a prudent operator would do under like circumstances, and shall promptly provide reports of such tests to the LESSOR. The LESSOR shall have access at all times to said meters in company with representatives of LESSEE. In case the LESSOR challenges the accuracy of any meter in use, the LESSEE shall promptly have the same tested upon receipt of written notice addressed to LESSEE at LESSEE'S address designated under the provisions of this lease requesting it so to do, and a report of the results shall be given to the LESSOR. The LESSOR shall have the right to have its own representative present at the making of such test. Should such test disclose the meter to be correct, the LESSOR shall pay all direct cost of testing said meter. If the meter is shown by said test to be inaccurate or otherwise in need of measurement reading repair, the inaccuracy shall be promptly corrected by repair or replacement, as the need may be, and the cost of testing, repairing and removing said meter shall be borne by the LESSEE. Meter measurements found to be incorrect or otherwise in error more than two percent (2%) shall be corrected and accounts adjusted accordingly, but the period of adjustment shall not exceed one-half (1/2) of the period elapsed since the last test. During such time as a meter or meters are out of repair, the gas may be delivered through a by-pass and the account estimated by the use of the readings of the repaired meter then replaced. The specific gravity of such

gas for the purpose of measurement shall be determined by the LESSEE by accurate test, subject to check by the LESSOR, but in the event no tests are taken, the specific gravity shall be assumed to be 0.675. The unit of measurement shall be one thousand (1,000) cubic feet at a standard temperature of sixty degrees (60°) Fahrenheit at a pressure of ten (10) ounces above an atmospheric pressure of fourteen and seven tenths (14.7) pounds, according to the methods of computation contained in Report No. 3 of the Gas Measurement Committee of the American Gas Association, including any revisions thereof, applied in a practical manner.

6.2 Access to Well Records. The LESSOR shall have access to all meter records of the production from the leased premises, and all meters and wells of LESSEE, at all reasonable times, for the purpose of checking and verifying the accounting for the products produced and marketed from said premises, and for the purpose of determining any and all royalties.

#### ARTICLE 7

##### Statements and Payments

7.1 Statements and Payments. On or before the twenty-fifth (25th) day of each month, the LESSEE shall mail to the LESSOR, at its office at 1150 One Valley Square, Charleston, West Virginia, 25301, or to such other address as may be designated by LESSOR:

(a) A statement showing the pipeline or tank car deliveries of oil for the preceding calendar month, if any, pursuant to Article 4 hereof;

(b) A statement or statements showing the quantity of gas passing through the aforesaid meters during the preceding calendar month, together with an integratable copy or facsimile of charts showing the measurement of said gas pursuant to Article 6 hereof, which said charts shall be returned to the LESSEE at LESSEE'S address designated under the provisions of this lease, within twenty (20) days after receipt thereof by the LESSOR;

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(c) A statement reporting as to the status of each well, as to whether it is in production and the periods of such production or non-production;

(d) A statement or statements showing the amount of gas, gasoline, condensate, distillate and other hydrocarbons, royalties and sales for the preceding calendar month pursuant to Article 4 hereof; and

(e) Payment for the amounts shown by the statements provided for in this Article as being due and payable to LESSOR for the preceding calendar month.

7.2 Address of LESSOR for Payment. All payments due under the provisions of this lease shall be made to the Treasurer of the LESSOR at Department 76, P. O. Box 26163, Richmond, Virginia 23291.

#### ARTICLE 8

##### Exploration, Development and Marketing

8.1 Covenants of Exploration, Development and Marketing. It is understood that the rights granted hereunder include the rights of conducting geological, geophysical and other exploratory work (including core drilling) for oil and gas, and LESSEE agrees to begin and conduct such exploratory work with all reasonable promptness and thoroughness. If oil or gas is found on the leased premises in paying quantities, LESSEE agrees to proceed with due diligence to develop the premises and market the production therefrom. The LESSEE shall not discriminate against the oil or gas wells on the leased premises in the production or marketing of oil and gas, or either, in favor of any other oil or gas well operated or controlled by the LESSEE as offsets to the leased premises, or any oil or gas wells operated or controlled by LESSEE in the southern West Virginia field.

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ARTICLE 9

Free Gas

9.1 LESSOR'S Right to Free Gas. If gas is found in paying quantities and transported from the leased premises, LESSOR may have gas, free of cost, from wells drilled on said premises as hereinafter provided, for light and heat for either one dwelling house or one structure on said premises, by laying pipelines and making connections at its sole cost and expense, at such points as may be reasonably designated by LESSEE, provided said gas is used with economical appliances approved by LESSEE and is measured by meters provided by and paid for by LESSOR as in ordinary practice. Said gas is to be used at LESSOR'S own risk and LESSEE shall not be in any way liable for insufficient supply caused by use of pumping stations, breakage of lines or otherwise. Nothing in this Article shall prevent LESSEE from abandoning any well or wells and removing the pipe therefrom.

This free gas shall be limited to two hundred thousand (200,000) cubic feet per year from each producing well drilled on the premises, not to exceed a total of four hundred thousand (400,000) cubic feet of gas per year. If more gas is taken from any well or wells in excess of the amount set forth herein, LESSOR shall pay LESSEE for any excess at the same rate as is being charged by utility companies in the area.

ARTICLE 10

Offset Wells

10.1 Drilling of Offset Wells. In the event oil or gas is found in paying quantities on adjoining lands in a well or wells at a point or points within one thousand five hundred (1,500) feet of the leased premises from the same reservoir being produced by LESSEE, LESSOR may demand the drilling of offset wells on the leased premises in order to protect the same against loss by drainage, and in such event LESSEE agrees to promptly drill the number of offset wells as the best practice dictates under the existing conditions. Upon learning of the existence of

such a commercially productive well or wells located within one thousand five hundred (1,500) feet of the leased premises being produced from the same reservoir as LESSEE'S well(s), the LESSEE shall immediately inform the LESSOR of the existence of such well or wells. LESSEE shall, within sixty (60) days of receipt of written demand or notice by LESSOR, or within sixty (60) days of LESSEE'S actual knowledge of the existence of such a well or wells on adjoining lands, take all necessary steps to apply for a drilling permit to drill an offset well to the same depth or horizon as the well or wells on the adjoining lands, and shall commence legal drilling operations with respect to such offset well within thirty (30) days of receipt of a drilling permit therefor and diligently pursue the same to completion. In the event said well or wells on adjoining lands is or are not a commercially productive well or wells, and LESSEE determines that it is not economically feasible to drill an offset well, then LESSEE shall, at LESSOR'S option;

(1) Surrender to LESSOR, as provided in Article 21 hereof, a block of three hundred twenty (320) acres, as nearly as may be practicable, in the form of a square within which the offset well would be drilled.

#### ARTICLE 11

##### LESSEE'S Operations

11.1 Compliance with Laws. In conducting its operations under this lease, the LESSEE shall comply in all respects with all laws, rules, regulations and orders of the United States and the State of West Virginia and all political subdivisions thereof, and of all agents and agencies thereof, governing the LESSEE'S operations under this lease, including but not limited to those laws, rules, regulations and orders governing the location, drilling, casing, plugging, abandonment and reclamation of oil and gas wells. The LESSEE shall at all 10/20/2023 times conduct its operations on the leased premises in a

workmanlike manner, according to efficient, modern and approved methods.

11.2 Protection of Wells. For the protection of the LESSEE'S well or wells, LESSOR shall leave undisturbed a block or blocks of mineable coal required by law to be left around oil or gas wells in each coal seam penetrated. LESSEE shall pay to LESSOR a royalty of One Dollar (\$1.00) per net ton or six percent (6%) of the average gross selling price of coal sold in the area, whichever is greater, and not to exceed Ten Thousand Dollars (\$10,000.00) per well per seam for the estimated quantity of mineable coal required by law to be left as a pillar for the protection of any such well, said royalty to be paid at the time the well is abandoned or when the said pillar coal is located and abandoned or by-passed by the coal mining operations, whichever shall occur first; provided, however, that if any well is abandoned prior to the time that coal mining operations reach such well and the well is so plugged as to allow the mining recovery of said pillar of coal in compliance with the applicable laws and regulations of the United States Government and the State of West Virginia, then the LESSEE shall not be obligated to pay the coal royalty herein provided on account of the drilling of such well. For the purpose of this lease, the seams of coal which shall be considered as "mineable" shall be those seams which are thirty (30) inches or more in thickness. In the event LESSOR should subsequently mine or recover any coal in any such protecting pillar so paid for by the LESSEE, or in the event LESSOR should buy a one hundred percent (100%) interest in any well surrounded by such pillar coal, LESSOR shall refund to LESSEE any payment made by the latter on account of any such protecting pillar of coal.

11.3 Protection of LESSOR'S Estate. Without limiting the generality of the LESSEE'S obligation to comply with all laws, rules, regulations and orders applicable to its operations hereunder, the LESSEE agrees to take reasonable steps to prevent

its operations from (a) causing or contributing to soil erosion on the leased premises; (b) polluting the water of reservoirs, springs, streams or wells on such premises; or (c) damaging crops, timber, pastures, fences or livestock. Within six (6) months after abandonment of any well, the LESSEE shall remove all machinery, material and structures used in connection with such well and not used in other operations on the leased premises, and shall fill in and level off all excavations, pits and other alterations in the surface of the premises caused in connection with such well, and restore the surrounding land and the means of ingress and egress to their original condition so far as reasonably possible, including the repairing or replacing of all fences that may have been removed or damaged, and including also the reseedling of grasses where damaged. Within six (6) months after the expiration or termination of this lease, the LESSEE shall perform specifically all of the above obligations that have not been previously performed, if necessary.

ARTICLE 12

Well Logs and Maps

12.1 LESSEE to Supply Well Logs. Whether within the purview of the preceding Articles or not, LESSEE agrees at all times to keep a careful driller's log of each and every well drilled by it hereunder, and to promptly, upon the completion of a well, furnish LESSOR with properly attested copies thereof, which logs shall fully record all rock strata penetrated, and the thickness of all seams of coal so penetrated to the extent possible. LESSOR shall have a right to have its own representative present at the drilling of all wells hereunder. LESSEE further agrees to run one or more electronic logs with respect to each well drilled hereunder, and LESSEE shall furnish to LESSOR, in addition to the aforementioned driller's log, true copies of all electronic logs run by LESSEE on wells drilled hereunder within one (1) year of running such logs.

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12.2 Map Showing Location of Wells. LESSEE will also furnish to LESSOR each year a "True Copy" map showing the exact location of all wells drilled by LESSEE on the leased premises showing depth, volume, original rock pressure, present rock pressure, where such data is available.

#### ARTICLE 13

##### Title to Leased Premises

13.1 LESSOR'S Title. It is understood that the LESSOR owns some of the tracts of land comprising the leased premises in fee simple absolute, surface as well as minerals and all other estates, while in others the LESSOR owns the minerals only, said mineral rights not being uniform in all instances, and that the minerals and rights hereby demised, leased and let with respect to the several tracts are limited to the oil, gas and gasoline and such rights in respect thereof as the LESSOR has a right to let under the terms and the respective deeds through which it derives title.

#### ARTICLE 14

##### Protection of Coal Mines and Operations

14.1 Coal is Dominant Estate. It is expressly understood and agreed that the coal underlying the tracts of land comprising the leased premises is the dominant estate and that the oil and gas estate shall be subservient thereto as herein provided, and the LESSEE agrees to conduct its operations upon said premises in accordance with the provisions of Article 16 hereof and with all applicable laws, rules, regulations and orders, and in such a way as not to interfere with the reasonably necessary requirements of any coal operations which may be presently projected or which are installed and being conducted upon said premises.

This lease shall be, specifically and particularly, subject and subordinate to any and all operations for mining and shipping coal and manufacturing coke or any products or by-products thereof in, on or from the leased premises, or any

part thereof, which may now or at any time hereafter as presently projected be carried on by the LESSOR, its successors, lessees or assigns, so that neither the LESSOR, or its successors, lessees or assigns, shall be liable to the LESSEE, or anyone claiming under or through the LESSEE, for injuries or damages sustained by it or them by reason of the breaking of strata, subsidence of the surface, or any other results of the mining of coal from the leased premises. It is expressly understood and agreed that the LESSOR, its successors and assigns, and the LESSOR'S lessees, their successors and assigns, shall not be liable for any damage caused to pipelines, telegraph lines or other improvements of the LESSEE placed on the leased premises caused by subsidence of the surface due to the pillar extraction of coal or due to other underground coal mining operations.

14.2 Casing of Wells. The casing and cementing of wells shall in all respects comply with the laws and regulations of the State of West Virginia and all other applicable laws, rules, regulations and orders.

14.3 Miscellaneous. The rights granted to LESSEE hereunder for the construction of pipelines, telephone lines and telegraph lines shall include the right to occupy the surface for compressor stations, heaters and cathodic protection devices, temporary housing for employees, erection of small pumping units for the pumping of oil wells, tanks for the storing of liquids, meter houses for the housing and protection of meters, gates and regulators, and yards for the storing of pipe, casing and other materials. All or any surface so occupied shall be restricted to surface now owned by LESSOR, or where the described rights of use are vested in LESSOR, and shall be vacated or relocated, at LESSEE'S sole cost and expense, upon three (3) months' notice in writing should such surface be required for the operating of coal mines. All of same as above set out shall be located and 10/20/2023 constructed at points and in a manner to be designated by LESSEE or assigns, but same shall not be constructed until said location

and form and manner of construction shall be submitted and approved, in writing, by the LESSOR, which approval shall not be unreasonably withheld, subject to the further provisions hereinafter set forth in Article 15 concerning the location of pipelines.

LESSOR reserves unto itself all right to grant to other persons and corporations any and all property rights and easements except as are herein specifically granted to LESSEE for its use in connection with the operations for and the production and marketing of oil, gas and gasoline hereunder.

#### ARTICLE 15

##### Pipelines

15.1 Burial of Pipelines; Damages. LESSEE shall, when requested to do so by the LESSOR, bury at a proper and reasonable distance below the surface all permanent oil and gas lines used to conduct oil, gas or other hydrocarbons from the premises, and shall pay LESSOR or any coal mining lessee or other lessee of LESSOR, as their respective interests may appear, for all timber which is cut or damaged, and for all damages done to fences, buildings, crops or other property, by reason of or in connection with any operations of LESSEE or its employees, agents or assigns hereunder.

15.2 Location and Approval of Pipelines. Whenever the LESSEE wishes to construct a permanent pipeline across the leased premises, the LESSEE shall furnish the LESSOR with two copies of a map or maps showing the proposed location of said permanent pipelines. Within a reasonable time after receiving such map or maps, the LESSOR shall inform the LESSEE whether the proposed location of such pipeline will interfere with any coal development or projected coal development or any other rights excepted or reserved in this lease. If the LESSEE is informed by the LESSOR that the proposed location will interfere with any such development, projected development or other rights, the LESSEE shall change the location of the pipeline, at the LESSEE'S

21.1 Surrender. At any time during the term hereof the LESSEE may surrender, release and abandon this lease in whole or in part, after which surrender and release all payments herein provided for shall cease; provided, however, that if LESSEE releases and surrenders less than the whole of the premises hereby leased, LESSEE will release and surrender parts thereof in blocks of not less than three hundred twenty (320) acres each, to consist of contiguous or adjoining tracts, or in the case of an isolated tract of less than three hundred twenty (320) acres, the same may be released and surrendered, after which partial release and surrender the rentals and royalties herein provided to be paid shall cease and determine as to the acreage so released and surrendered; or, LESSEE may release and surrender the whole of said lease, retaining three hundred twenty (320) acre spacing units, as nearly as may be practicable in the form of a square, around each operating gas well, and fifty (50) acre spacing units around each producing oil well, to be retained by it under the provisions hereof for such period of time as LESSEE shall continue to operate said wells, but no payments shall be made on account of such acreage so retained except the actual royalties accruing hereunder, and LESSOR grants to the LESSEE, in such event, the necessary operating rights-of-way over such portions as may have been released, surrendered or reconveyed hereunder for the production and marketing of the products from the acreage so retained by LESSEE. In order to effect such surrender, LESSEE shall promptly, by proper deed of release or surrender duly executed and acknowledged for record, surrender, release and reconvey to the LESSOR all of the estate hereby leased which the LESSEE desires to surrender hereunder.

## ARTICLE 22

### Removal of Property

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22.1 Removal of Property. In the event of expiration or termination of this lease for any reason, LESSEE shall have the right to remove, within six (6) months after such expiration

or termination, any or all property and improvements placed by it on the leased premises, provided LESSEE shall not at the time be in default in the payment of any rental, royalty or money then due hereunder or in the performance of any of the other terms or provisions of this lease. However, before removing any property as aforesaid, the LESSEE shall give to the LESSOR written notice of the LESSEE'S intention to remove such property, and the LESSOR shall have the option to purchase any or all such property at the fair market value thereof in place, with such option to be exercised by giving written notice to the LESSEE within sixty (60) days after receipt of LESSEE'S written notice of intention to remove.

#### ARTICLE 23

##### Indemnification and Liabilities

23.1 Indemnification and Liabilities. LESSEE shall and hereby does agree to indemnify, defend and save harmless LESSOR, its officers, agents and employees, from and against any and all claims, demands, losses, costs and expenses (including reasonable attorneys' fees), suits, judgments, recoveries and liabilities for injuries to or death of any persons whomsoever and for any loss of or damage to any property whatsoever, arising or in any manner growing out of the operations or activities of LESSEE, its officers, agents or employees, under or in connection with this lease. LESSEE hereby further agrees to indemnify, defend and save harmless LESSOR, its officers, agents and employees, from and against any and all penalties, fines, prosecutions, statutory recoveries (whether civil or criminal), remedial costs, and governmental actions which arise from or are occasioned by the operations or activities of LESSEE, its officers, agents or employees, under or in connection with this lease, including, without limitation, any resulting nuisance and any resulting air, water, noise, solid wastes or other pollution. 10/26/2023

##### 23.2 Indemnification from Employers' Liabilities.

LESSEE also agrees to reimburse and to indemnify, defend and save

harmless LESSOR, its officers, agents and employees and any of its coal mining or other lessees, for any sums which any of them shall be required to pay under any workers' compensation law or other employers' liability law of the State of West Virginia or of the United States of America on account of the death of, or injury to, any of their employees caused directly or indirectly by the acts or omissions of LESSEE, its officers, agents or employees, with respect to any of the leased premises, or on account of the failure of LESSEE to employ and pay its employees as required by law and to comply with all other laws pertaining to its employees.

23.3 Liability for Damage to Coal and Coal Operations. LESSEE hereby assumes any and all liability for damages to the coal seam or seams in, on and under the leased premises whether accruing to LESSOR, or to any of its coal mining lessees or their successors or assigns, together with full liability for the death of or injury to its or their employees or any other persons, as well as damages to the mines, operations, plants, structures, machinery and equipment and other property belonging to or used by LESSOR, or its coal mining lessees or their successors or assigns, or any of them, engaged in the mining and removal of coal in, on or under the lands including herein, as well as any and all damages accruing to any other parties, caused by or growing out of the negligent drilling or other negligent operations of LESSEE hereunder, its agents, employees or assigns; and LESSEE further agrees to indemnify, defend and save LESSOR, its successors, lessees and assigns harmless from liability for any and all such damages.

23.4 Insurance. LESSEE shall carry and maintain public liability and property damage insurance in an amount of at least One Million Dollars (\$1,000,000.00), combined single limit, which said insurance shall be written in such fashion as to protect primarily LESSEE and secondarily only LESSOR in the exercise of the rights granted hereunder, under the terms and

provisions of such insurance policy or policies. LESSEE shall furnish to LESSOR a copy of all policies and a certificate or certificates showing the insurance coverage required hereunder. The insurance required hereunder shall not operate or be construed as a limitation on any liability of LESSEE provided for in this lease, including but not limited to LESSEE'S obligations to indemnify LESSOR as set forth herein, but shall be additional security therefor.

LESSEE, or its agents, if any, shall take out and maintain proper worker's compensation policies or shall otherwise secure itself or themselves in compliance with and in respect of the laws, rules and regulations of the State of West Virginia and of the United States now in effect or hereafter enacted and regulating the activities of LESSOR or its agents hereunder. LESSEE shall also be responsible for withholding taxes in compliance with the Internal Revenue Code relating thereto, for Social Security and Unemployment Compensation, and for all other matters relating to or incidental to the employer/employee or principal/agent relationship.

#### ARTICLE 24

##### Lien to Secure Payment

24.1 Imposition of Lien. A first and superior lien is hereby imposed upon this lease and the leasehold estate hereby created to secure the LESSOR in the due payment of all acreage rentals and oil, gas and gasoline royalties due hereunder, and also for reimbursement for all damages of every nature accruing to the LESSOR and its lessees of the coal, by the operation hereunder of the oil, gas and gasoline, with appurtenant easement, by the LESSEE and its successors in operation hereunder, and also for taxes chargeable against LESSEE, or its assigns, on the leased property, which the LESSEE or assigns fail or refuse to pay, and which the LESSOR may be forced to pay 10/20/2023 suffer to become a lien on the oil and gas or the land containing same.

## ARTICLE 25

Assignment and Subletting

25.1 Assignment and Subletting. LESSEE shall not assign, reassign, mortgage, sublet, farm out or otherwise transfer or encumber this lease or any part hereof without first having secured the written consent of the LESSOR to do so; provided, however, that the consent of the LESSOR shall not be unreasonably withheld. No assignment, reassignment, mortgaging, subletting, farming out or other transferring or encumbering as aforesaid shall relieve LESSEE or its successors or assigns from the performance of all of the covenants and obligations of the LESSEE hereunder. In the event of any such assignment, reassignment, mortgaging, subletting, farming out or other transferring or encumbering as aforesaid, the LESSOR shall be promptly given a true copy of the document thereof. Any such document of assignment, reassignment, sublease, farm out agreement or other transfer shall contain an express agreement by the assignee, sublessee or other transferee to perform and abide by the covenants and obligations of the LESSEE hereunder.

## ARTICLE 26

LESSOR'S Lien and Other Remedies

26.1 LESSOR'S Lien Reserved. All rents and royalties and other payments accruing hereunder shall be deemed and treated as rents reserved upon contract by LESSOR, which reserves to itself all rights and remedies of landlords under the laws of West Virginia for the collection of the same; and if any of said payments shall remain unpaid for thirty (30) days after the same become due and payable, LESSOR shall have the right to enforce the payment of the same by the remedies given by law to landlords against delinquent tenants for nonpayment of rent. LESSOR shall have a lien upon said leasehold, and all the structures and improvements and personal property connected therewith for all arrears of rent, royalties or other payments or for failure to deliver oil or gas as herein provided for. Where the default is

in the delivery of royalties, as hereinbefore provided for, distress may be had and a lien is retained for the market value of the oil or gas in the delivery of which default was made.

At any sale of this lease or leasehold, or any part thereof, or any property connected therewith, under this Article, LESSOR shall have the right to become the purchaser thereof, free from any and all claims of LESSEE.

26.2 Remedies Cumulative. The provisions herein contained for the collection of payments shall be deemed cumulative and shall not deprive LESSOR of any of its other legal or equitable remedies. Any omission by LESSOR to enforce the collection of any payment shall not be deemed a waiver of or to prevent the collection of any other payment, whether then or thereafter due.

ARTICLE 27

Successors and Assigns Bound

27.1 Successors and Assigns Bound. All the terms and conditions herein shall extend to and bind the respective successors and assigns of the parties hereto.

ARTICLE 28

Default and Termination

28.1 Termination for LESSEE'S Failure to Pay Amounts Due. The LESSOR shall have the right to terminate this lease by giving written notice to the LESSEE upon LESSEE'S default in the timely payment of all royalties, rentals, and other payments accruing hereunder, provided such default or failure shall continue for a period of sixty (60) days after written notice thereof is duly given by LESSOR to LESSEE, whereupon this lease shall cease and determine, and the estate hereby created, together with all improvements placed thereon by the LESSEE or its assigns, shall revert to the LESSOR.

28.2 Termination for LESSEE'S Other Default. LESSOR, subject to the notice provision hereinafter set forth, shall have the right to terminate this lease if at any time the LESSEE shall

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fail, to keep, observe or perform any of the terms, conditions, covenants, stipulations, agreements and provisions of this lease to be kept, observed and performed by it, including without limitation any of the following breaches, failures or violations: Exploring, drilling or operating wells or producing or marketing carbon dioxide or hydrogen sulfide within or underlying the leased premises; failure to take all actions necessary to qualify each well on the leased premises so as to obtain the then highest allowable price for gas produced and marketed from the leased premises; failure to furnish, connect, maintain and operate proper individual meters for each well, and to test and repair or replace the same, as provided herein; failure to provide LESSOR access to records and wells; failure to provide to the LESSOR the statements and payments required hereunder; failure to explore and develop the premises and to market the production therefrom as required hereunder; discriminating against the leased premises in the production or marketing of oil and gas, or either; failure to provide free gas to LESSOR as set forth herein; failure to drill offset wells as required hereunder; failure to comply with all applicable laws, rules, regulations and orders in its operations hereunder; failure to conduct its operations in a workmanlike manner, according to efficient, modern and approved methods; failure to protect the LESSOR'S estate as required hereunder; failure to keep and provide to LESSOR well logs and maps as required hereunder; failure to conduct its operations hereunder in such a way as not to interfere with the reasonably necessary requirements of any present or presently projected coal operations; failure to run and cement casing in the hole for each well as required hereunder; failure to bury pipelines and to pay for damages caused by reason of or in connection with its operations hereunder; failure to seek LESSOR'S approval of the proposed location of pipelines in the manner set forth herein, or failure to locate wells as otherwise required hereunder; failure to remove or relocate pipelines where requested to do so; failure

to seek LESSOR'S approval of the proposed location of wells in the manner set forth herein, or failure to locate wells as otherwise required hereunder; failure to furnish to LESSOR, upon completion of each well, a well report as required hereunder, containing the data described hereinabove; failure to give LESSOR the option to take over wells to be abandoned by LESSEE; failure to plug wells in the manner set forth herein; failure to pay taxes as required hereunder; drilling on rights-of-way; removing equipment contrary to the terms hereof; failure to indemnify LESSOR and its officers, agents and employees as set forth herein; failure to assume liability for damage to coal seams, or failure to assume any other liabilities of the LESSEE as set forth herein; failure to maintain insurance as required hereunder, or failure to furnish to LESSOR a certificate or certificates showing such insurance, or failure to take out proper workers' compensation policies or to comply with all other laws or matters pertaining to the employer/employee or principal/agent relationship; assigning, reassigning, mortgaging, subletting, farming out or otherwise transferring or encumbering this lease or any part hereof without the prior written consent of LESSOR, or failure to provide LESSOR with a copy of any document thereof; pooling or unitizing all or any part of the leased premises without LESSOR'S consent or in any other manner contrary to the terms hereof; shutting in producing wells contrary to the terms hereof; or any other failure to keep, observe and perform any of the terms, conditions, covenants, stipulations, agreements and provisions of this lease to be kept, observed and performed by it; then, in such event, the LESSOR shall have the right to terminate this lease by written notice to the LESSEE, provided that such default or failure continues for a period of sixty (60) days after written notice thereof is duly given by the LESSOR to the LESSEE, whereupon this lease shall immediately cease and determine, and the estate hereby created, together with all improvements placed thereon by the LESSEE or

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its assigns, shall revert to the LESSOR. The provisions of the foregoing sentence shall be subject to force majeure, which, as used herein, means acts of God, acts of the public enemy, conflicts with valid and binding federal or state laws, rules, regulations or orders which have been fully resisted by the LESSEE by all reasonable legal means, war, strikes, lockouts, riots, insurrection, or other conditions or circumstances beyond the reasonable control of the LESSEE.

In the event that any controversy shall arise as to the existence of a default on the part of LESSEE as set forth in this Paragraph 28.2 as to whether any such default has been properly and timely cured, the controversy may be submitted, at the instance of either LESSOR or LESSEE, to binding arbitration by a panel of three (3) arbitrators, one such arbitrator to be selected by LESSOR, one to be selected by LESSEE, and the third such arbitrator to be selected by the first two selected as aforesaid. Such arbitrators shall each be knowledgeable concerning oil and gas operations in the Appalachian Basin. The award or determination by a majority of such panel of arbitrators shall be final and binding on all parties hereto. It is further agreed and understood that all arbitration proceedings will be conducted in Charleston, West Virginia. The party submitting an issue to arbitration shall send notice to the other party, at its designated address, by certified mail setting forth the issue or issues to be arbitrated and the arbitrator of their choosing. The other party receiving such notice shall have fifteen (15) days to respond in like fashion, setting forth any additional issue or issues to be arbitrated and their representative arbitrator. Should a party fail to name an arbitrator within twenty (20) days after receiving notice of arbitration, then the other party shall name an additional arbitrator and the two (2) arbitrators shall name a third arbitrator. Should the two (2) respective arbitrators fail to agree and name a third arbitrator within thirty (30) days of the initial notice of arbitration,

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then a court of competent jurisdiction shall, upon application of the parties, appoint a third arbitrator to preside over the arbitration proceedings.

28.3 LESSOR'S Reentry. In the event this lease is terminated pursuant to Paragraph 3.2, Paragraph 28.1 or Paragraph 28.2 hereof, or any other provision of this lease, the LESSOR shall have the immediate right of reentry without the necessity of further proceedings, legal or otherwise, and the right to retake possession of the leased premises as if this lease had never been made. In such event, no further obligations shall accrue against the LESSEE hereunder, but the LESSEE shall remain liable on all obligations theretofore accrued and shall have no right to draw casing or tubing or to remove from the leased premises any casing, tubing, tanks or property of any kind which is attached to the leased premises, the title of all of which shall become vested in the LESSOR at the time of such termination.

28.4 No Waiver. Neither a waiver by the LESSOR of a breach, default or failure of the LESSEE hereunder, nor any delay in acting or non-action by the LESSOR on any breach, default or failure of the LESSEE hereunder, shall be considered a waiver thereof or of any subsequent breach, default or failure by the LESSEE or of any right of LESSOR under this lease.

#### ARTICLE 29

##### Pooling

29.1 Pooling. The LESSEE may pool or unitize the leased premises or any part or parts thereof, and the leasehold estates therein, with other contiguous lands and the leasehold estates therein, whether held by the LESSEE or by others, at any time before the drilling of a well is commenced on the lands to be unitized, and as to any one or more formations therein, when in LESSEE'S judgment it is necessary or advisable to create or form such unit or units to properly develop and operate such lands for said minerals; provided, however, the units shall not

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exceed six hundred and forty (640) acres in area, except larger units may be created to conform to any well spacing or unit pattern prescribed by any governmental authority having jurisdiction. The LESSEE, alone or with others, may form any pool or unit by executing, acknowledging and filing for record in the office of the County Commission of the County or Counties in which the unitized land is located, a declaration of such unitization, identifying and describing the unitized area and formation or formations, a copy of which said recorded declaration shall be forthwith mailed to the LESSOR without unreasonable delay. Such unitization shall be effective on and after the date of recordation of the declaration. Neither the unitization nor the provisions hereof shall operate as a transfer of title to any interest in the leased premises. All of the rights and privileges in and upon the leased premises herein granted by the LESSOR to the LESSEE shall extend to other lands with which all or any part of the above-described land may be unitized; and the unitized formation or formations and the entire unitized area shall be treated and considered for all purposes as if such area and the unitized formation or formations therein were included in and subject to the terms of this lease. The drilling of a well on the unitized area shall extend the terms of the leases covering all or parts of the lands so unitized as to all of the tracts of land described in such leases to the same and like effect as if a well had been drilled on each of the tracts of land described in each of said leases and under the terms thereof. The royalties provided for in Article 4 hereof shall accrue and be delivered or paid to the LESSOR for the minerals produced and marketed from such unitized area in the proportion that the LESSOR'S acreage placed in the unitized area bears to the total acreage in said area. A reduction in the size of or interest in such unitized area resulting from failure of title or other cause shall not terminate or affect the validity of the declaration of unitization, but the royalties delivered or

payable thereafter shall then be adjusted to and based upon the acreage and interests remaining in the unitized area. At any time the unitized area is not being operated in the search for or production of said minerals, the LESSEE or the lessees creating the unit may surrender and cancel the declaration of unitization in the same manner in which this lease may be surrendered under the terms herein set out, after which surrender, the LESSEE or such lessees may then hold the leasehold estates created by this and the other leases free and clear of such unitization.

ARTICLE 30

Shutting-In of Wells

30.1 Shut-Ins and Shut-In Royalties. If one or more wells on the leased premises or on land pooled with all or any part thereof is capable of actually producing gas in paying quantities but is shut in and no gas therefrom is sold or used, then with respect to each shut-in well, LESSEE shall be obligated to pay or render to LESSOR as shut-in royalty an amount equal to Two Thousand Dollars (\$2,000.00) per well per year in which such well or wells are shut in, and it will be considered that oil or gas is being produced for all purposes of the lease during any period that such well or wells are so shut in. Said shut-in royalty for the first one (1) year period shall be payable with respect to each such well within forty-five (45) days following the shutting in of each such well, and payment for each subsequent one (1) year period shall be payable on or before the beginning date of such subsequent one (1) year period. LESSEE agrees not to voluntarily shut in wells capable of production in paying quantities, except due to a lack of market or as temporarily required by normal operating procedures.

ARTICLE 31

Continuing Duty

31.1 Continuing Duty of LESSEE. In the event of expiration, termination or surrender of this lease as to all or any portion of the leased premises, LESSEE shall remain liable

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for the proper and full performance of all governmental requirements with respect to its operations conducted hereunder, including, without limitation, reclamation of well sites and plugging of abandoned or non-productive wells. However, notwithstanding any provision of this lease to the contrary, in the event LESSEE shall plug any well pursuant to the provisions of this paragraph, LESSEE shall be entitled to salvage all pipe, tubing and other equipment appurtenant to any such well.

ARTICLE 32

Notices

32.1 Notices. All notices and communications hereunder shall be in writing and shall be deemed to have been fully given when delivered in person or when mailed first class, postage prepaid, registered or certified, and properly addressed, to the LESSOR or the LESSEE as the case may be, at their respective addresses as follows:

TO LESSOR AT:  
Berwind Land Company  
1150 One Valley Square  
Charleston, West Virginia 25301

Attention: Mr. David T. Stemple

TO LESSEE AT:  
Ashland Exploration, Inc.  
P. O. Box 391  
Ashland, Kentucky 41114

Attention: Land Manager

Either party may change its address for purposes of this lease by giving the other party written notice of the new address in the manner set forth hereinabove.

ARTICLE 33

Captions

33.1 Captions. The captions appearing in this lease are for purposes of identification only and shall not be considered or construed as affecting in any way the meaning of the provisions hereof. 10/20/2023

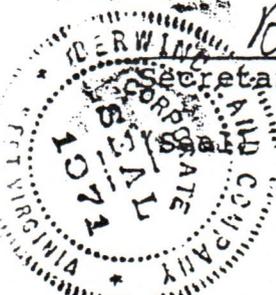
IN WITNESS WHEREOF, the said LESSOR, BERWIND LAND COMPANY, and the said LESSEE, ASHLAND EXPLORATION, INC., have caused these presents to be executed effective as of the date first above written.

EXECUTED IN DUPLICATE

BERWIND LAND COMPANY

ATTEST:

BY: W. J. Stuple  
President

RR Rown  
Secretary  


ASHLAND EXPLORATION, INC.

WITNESSETH:

BY: Paul W. Sturm GLS ~~off~~  
PAUL W. STURM  
ATTORNEY IN FACT

[Signature]  
K. Stumbo

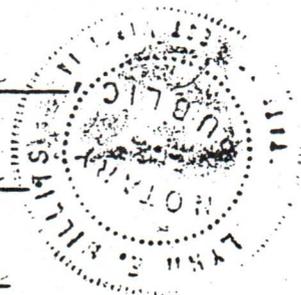
STATE OF West Virginia  
COUNTY OF Kanawha

I, Lynn E. Whittle, a Notary Public in and for the County and State aforesaid, do certify that D. T. Stuple President, who signed the writing hereto annexed, bearing date the 24<sup>th</sup> day of October, 1984, for BERWIND LAND COMPANY, a West Virginia corporation, has this date in my said County before me acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 24<sup>th</sup> day of October 1984.

My commission expires November 15 1992

Lynn E. Whittle  
Notary Public



10/20/2023

ML 10-26-85

2580'

LATITUDE 38° 05' 00"

LONGITUDE 81° 05' 00"

5120'

Electro Metallurgical Co.

Marrs Branch

To North Fayette

Concrete Mon. With Brass Plate

T-Rails

N 34-59 E 396.39'

Berwind Land Company Tract No. 87-536 Acres Part Of 11,720 Ac. Lease

S 53-00 E 1735.99'

N 67-58 W 1767.07'

Proposed Road

Proposed Location & Pit

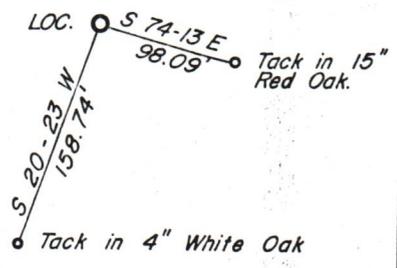
NORTH

W.Va. Rt. 82

To Fayetteville

Note: No Existing Wells Within 5000' of Proposed Well.

Berwind Land Co. Coordinates: Loc. No. 1 N-34,644.68 E-7,011.62



REFERENCE DATA

FILE NO. \_\_\_\_\_  
 DRAWING NO. \_\_\_\_\_  
 SCALE 1" = 500'  
 MINIMUM DEGREE OF ACCURACY 1 in 12,145  
 PROVEN SOURCE OF ELEVATION USC & G.S. B.M. # 22-WPA on culvert headwall on Route 16. el. = 1672.90

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 October 17, 1985  
 OPERATOR'S WELL NO. 1-Ser. # 106891  
 API WELL NO. \_\_\_\_\_  
47 - 019 - 0572-P  
 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 X SHALLOW \_\_\_  
 LOCATION: ELEVATION 1707 WATER SHED Marrs Branch of New River  
 DISTRICT New Haven COUNTY Fayette  
 QUADRANGLE Fayetteville  
 SURFACE OWNER Berwind Land Co. ACREAGE Several Thousand  
 OIL & GAS ROYALTY OWNER Berwind Land Co. LEASE ACREAGE 11,720  
 LEASE NO. 67351  
 PROPOSED WORK: DRILL X CONVERT \_\_\_ DRILL DEEPER \_\_\_ 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 Newburg ESTIMATED DEPTH 7252  
 WELL OPERATOR Ashland Exploration, Inc. DESIGNATED AGENT Forrest Burkett  
 ADDRESS Box 391 - Ashland, Ky. 41114 ADDRESS Box 379 Brenton, W.Va. 24818

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## ARTICLE 16

Location, Plugging and Abandonment of Wells.

16.1 Location of Wells. (a) Before drilling for oil or gas on the leased premises or on any unitized area which includes any part of the leased premises, the LESSEE shall have a plat prepared by a competent engineer showing the proposed location of the well determined by a tied survey and courses and distances of such location from two permanent points or landmarks on said lands, and the number to be given the well, and the LESSEE shall provide such plat and other information to the LESSOR for its review and consideration. Said survey shall be made on the meridian used by LESSOR, and the location of the well shall be given by coordinates calculated from the same base as is used by LESSOR.

Thirty (30) days after receipt of the above information, LESSOR will advise LESSEE as to whether or not the proposed location of the well conflicts with a projected mine development, or is within fifty (50) feet of any entry, haulway, air course or working place existing or projected in connection with any coal mining operation that may have been previously installed on said premises. In case the proposed location does interfere with a projected mine development, or with any entry, haulway, air course or working place, existing or projected, LESSOR will advise LESSEE of the location at which the well may be placed to avoid any such interference.

In case LESSOR shall fail to notify LESSEE as hereinabove provided within said period of thirty (30) days, LESSEE shall assume that said location does not interfere with any projected mine development, or with any entry, haulway, air course or working place, existing or projected, and may proceed to drill a well on such location and to operate the same and produce and market the product thereof.

(b) LESSEE shall, upon the completion of any well, dry or productive, and within a reasonable time before plugging

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the mining schedule affecting such pipeline. The LESSEE shall effectuate such removal or relocation of such pipeline within a reasonable time after receipt of such request, but in no event more than ninety (90) days after receipt of such notice from the LESSOR or the LESSOR'S coal mining lessee.

15.4 Additional Relocation or Removal of Particular Pipelines. (a) If, during the term of this lease, the LESSEE is required to remove or relocate any particular pipeline more than once, then the party demanding such removal or relocation shall reimburse the LESSEE for one hundred percent (100%) of the cost of all materials, labor, services and other costs incurred in such additional removal or relocation. In the event that portions of any particular pipeline must be removed or relocated more than once, then the LESSEE'S right of reimbursement as set forth in the preceding sentence shall be applicable only when the accumulated footage of the portion or portions so removed or relocated more than once exceeds the original total length of such pipeline. For the purposes of this paragraph, (1) the "original total depth" of any gathering pipeline shall be that distance within the leased premises from the well to which such line is connected, to the trunkline, and (2) the "original total depth" of a trunkline shall be deemed to be that portion thereof within the leased premises. However, notwithstanding the provisions of the preceding sentence, in the event that more than one pipeline has been constructed by the LESSEE along the same course, only one pipeline's length shall be considered for the purpose of determining the "original total length" of a pipeline.

(b) In the event that a pipeline or portion thereof which has been previously removed or relocated is reinstalled along its former course, and such reinstallation has not been requested by the LESSOR or any coal mining lessee, then such reinstallation shall not be included in calculations to determine the LESSEE'S right of reimbursement for removal or relocation costs as set forth herein.

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sole cost and expense, so as to avoid such interference, with such changed location to be approved by the LESSOR as set forth in this Paragraph.

15.3 Relocation or Removal of Pipelines. The coal underlying the leased premises and the mining, removal and shipping of said coal from the leased premises and adjoining lands of the LESSOR being the dominant estate of the lands herein, in the event any such pipelines or related appurtenances so constructed hereunder will, in the reasonable judgment of the LESSOR or the LESSOR'S coal mining lessee, interfere with the prosecution of operations for the mining, removal and shipping of coal within lands over or through which the LESSEE has so constructed a pipeline or pipelines or related appurtenances, the LESSEE shall, at its sole cost and expense, remove so much of said pipeline or pipeliness and related appurtenances as is necessary to accommodate and permit the prosecution of such mining, removing and shipping operations. In any such case, the LESSEE may, at its option, either (1) permanently relocate such removed portion to another suitable route within the leased premises, which relocation route must not interfere with the rights excepted or reserved in this lease and must first be approved in writing by the LESSOR, which approval, in keeping with the dominant coal estate hereinabove agreed, shall not be unreasonably withheld, or (2) temporarily relocate such removed portion to another suitable location on said leased premises, which temporary relocation route must not interfere with the rights excepted or reserved in this lease and which must be approved in writing by the LESSOR, and, upon completion of said mining operations in that area, reinstall said pipeline along the former course. The LESSOR and its coal mining lessee desiring to conduct said coal mining operations shall notify the LESSEE of such interference in writing and shall request removal of such pipeline at least ninety (90) days prior to commencement of such mining operations on, under or near said pipeline, setting forth

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of any dry well, furnish LESSOR a properly attested report whereon is shown, among other pertinent data, (1) the initial rock pressure and open flow production of such well, (2) the point where and the character and amount of the explosive or other material with which said well has been shot (if shot) or otherwise treated, and (3) the rock pressure and open flow production of said well after being shot or otherwise treated.

(c) LESSEE shall not drill any well within any coal mining camp that may be constructed on the leased premises, or within two hundred (200) feet of any house, barn, coal tipple or other building on said premises, without the prior written consent of LESSOR and of the coal mining lessee of LESSOR affected if said premises are included in a coal mining lease. No well, tank or pipeline shall be located within two hundred (200) feet of the mouth of any shaft, entry or outside mine opening, either existing or projected, on the premises, without the prior written consent of the LESSOR and any affected coal mining lessee of LESSOR as aforesaid.

16.2 Plugging and Abandonment. It is agreed that before the LESSEE shall abandon any well on the said premises drilled by it, it shall give to the LESSOR notice of the proposed abandonment and an opportunity to take over the same by paying the fair market value at the location for all well and well-related equipment, including tubular goods. Said option shall be exercised by the LESSOR within thirty (30) days after the giving of such notice by the LESSEE.

It is further agreed that, with respect to the plugging of a dry well or any well to be abandoned, the LESSEE shall give reasonable advance notice to the LESSOR of its intention so to plug, together with a copy of its proposed method or plan of plugging; and the LESSOR shall have the right to have a representative present at the time of plugging in order to insure that said method or plan of plugging is properly followed. Said method or plan of plugging shall include the pouring of a cement

plug at all coal seams of mineable thickness penetrated by the well, said cement to extend continuously from twenty (20) feet below to twenty (20) feet above each individual seam of coal, and to otherwise comply in all respects with the laws, rules, regulations and orders of the State of West Virginia and its agencies and agents with respect thereto.

#### ARTICLE 17

##### Taxes

17.1 Payment of Taxes. LESSEE shall pay, as they become due and payable, all taxes and assessments of every kind and character, including but not limited to all ad valorem, excise, severance, privilege, license and added value taxes, that may be levied or assessed by an governmental authority against or upon the oil and gas estates hereby leased, or the oil, gas or other products produced hereunder, or the privilege of producing said oil, gas or other products, or the improvements or other property of LESSEE in or on the lands included herein, or the income accruing to LESSEE therefrom; and if any such taxes and assessments are paid by LESSOR, LESSEE shall promptly, on demand, repay to LESSOR the amount thereof.

17.2 Information to be Provided by LESSEE. LESSEE shall cooperate fully with LESSOR and with the West Virginia State Tax Department and all other governmental authorities and shall provide to such persons, in a timely fashion, all information necessary or useful in connection with the valuation or appraisal of property for the purpose of ad valorem property taxes or any other taxes, or in connection with the levy, assessment or payment of such taxes, levied or assessed upon the leased premises, the oil or gas estates hereby leased, the oil or gas or other products produced hereunder, the improvements or other property of LESSEE or its agents or employees in or on the leased premises, the income accruing to LESSEE therefrom, the surface lands used by LESSEE or its agents or employees in connection herewith, or any other matters relating to the

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valuation or appraisal of such property or the levy, assessment or payment of such taxes. Such information may include, but shall not be limited to, the number of producing and shut-in wells on the leased premises, the amounts and types of production from such wells, the amount of oil and gas and other products sold from the leased premises and the prices received for such products, the number of acres leased by LESSEE, the nature and extent of LESSEE'S interest in the leased premises and the oil and gas and other products located therein, and the amount of rentals and royalties paid by LESSEE.

ARTICLE 18

Defects in Title to Premises.

18.1 Defects in Title to Premises. LESSOR makes no warranty of title to the land hereby leased or let, either expressed or implied. Should it be adjudged or decreed by a court of final jurisdiction, whether state or federal, that the real title to any portion of the oil, gas, gasoline or other products embraced within this leasehold reposes in another, and as a consequence LESSEE is required to pay such other rentals, or any oil, gas or other royalties theretofore paid by LESSEE to LESSOR, then in that event LESSOR will repay to LESSEE all monies it may have received hereunder by way of rentals, or oil, gas or other royalties with respect to the acreage of said leasehold so adjudged to be owned by such other, without any interest thereon. In the event LESSEE discovers a flaw which renders the title to the oil and gas unmarketable or inoperative, then in such event, LESSEE shall not be required to pay rental on such acreage. The LESSOR, at its sole discretion and option, may proceed to have such title impediments or defects cured or adjudicated, after which such acreage as to which title is cured shall be included in this lease and the LESSEE shall pay to the LESSOR all back acreage rentals and any or all royalties which may have been withheld or may be due on oil or gas produced from said acreage,

10/20/2023

subject, however, to LESSEE'S right to surrender portions of said premises as set forth in Article 21 hereof.

ARTICLE 19

Rights-of-Way

19.1 No Drilling on Rights-of-Way. It is understood and agreed that, although all oil and gas under any rights-of-way over the leased premises for railroads or roads of any kind is embraced hereunder, the LESSEE nevertheless shall not drill for said oil and gas at any point on said rights-of-way.

19.2 LESSOR'S Right to Grant Rights-of-Way. The LESSOR reserves the right to itself to locate or grant to others (but not so as to interfere with existing wells, pipelines, etc.) railroad rights-of-way on the leased premises, and to the State of West Virginia or to others rights-of-way for roads or highways, but in all such cases LESSOR agrees to reserve the oil and gas for the benefit of the LESSEE hereunder, unless such reservation would be contrary to or would violate any governmental law, rule, regulation, order or court decision. The LESSEE shall not drill for oil or gas on land granted or used for such rights-of-way after it has been notified by the LESSOR that such grant has been made.

ARTICLE 20

Reservation of Rights

20.1 LESSOR'S Reservation of Rights. It is further agreed that with respect to the said lease and grants by leasehold or otherwise, LESSOR reserves all rights, estates and interests in and to the leased premises and the use thereof for all purposes other than the drilling for, and the production and removal of, oil, gas, gasoline and other hydrocarbons therefrom, as herein provided.

ARTICLE 21

Surrender

10/20/2023

Exhibit "A" attached to and made part of Lease Agreement dated October 24<sup>th</sup>, 1984 between BERWIND LAND COMPANY, a West Virginia corporation, and ASHLAND EXPLORATION, INC., a Delaware corporation.

LEGAL DESCRIPTION

Said premises comprise certain fee and mineral tracts, including the oil and gas therein, now owned by LESSOR in the Fayetteville, New Haven, and Plateau Districts, County of Fayette, State of West Virginia, containing 11,720 acres, more or less, bounded substantially by lands now or formerly owned by the following: On the North by New River Co., Ames Land Company and Nuttal Heirs; On the East by Rush Creek Land Company, Owen Cox, Jr., Blackburn-Patteson Realty Company, Inc. and New River Company; On the South by New River Company, Morris Harvey College, and Herbert E. Jones; and on the West by Herbert E. Jones, New River Company and Kelly Development, and more specifically shown on the white print plat attached hereto and made part hereof, bearing the following title:

Berwind Land Company  
Minden Property  
Area of Lease to Ashland Exploration, Inc.  
September 28, 1984  
Scale 1" = 4,000'

West Va. Fayette County Court Clerk's Office NOV 15 1984

10/20/2023

The foregoing writing was this day presented to me in my said office and thereupon, together with this certificate hereto annexed is admitted to record.

Testo: H. E. JANNEY, Clerk

STATE OF Kentucky  
COUNTY OF Boyd

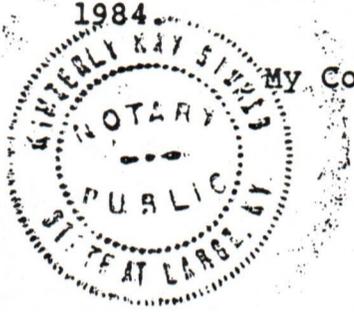
I, Kim Stumbo, a Notary Public in and for the County and State aforesaid, do certify that Paul W. Sturm, who signed the writing hereto annexed, bearing date the 24 day of October, 1984, for ASHLAND EXPLORATION, INC., a Delaware corporation, has this date in my said County before me acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 2 day of November, 1984.

KIMBERLY KAY STUMBO  
My Commission expires October 18, 1986

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

Kimberly Kay Stumbo  
Notary Public



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