



1) Date: December 20, 19 83
 2) Operator's Well No. A-1413 (McMullan)
 3) API Well No. 47 - 083 - 0859
 State County Permit

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

APPLICATION FOR A WELL WORK PERMIT

4) WELL TYPE: A Oil XX / Gas XX /
 B (If "Gas", Production XX / Underground storage XX / Deep XX / Shallow XX)
 5) LOCATION: Elevation: 2518' Watershed: Three Forks Run
 District: Middle Fork County: Randolph Quadrangle: Cassity 7.5'
 6) WELL OPERATOR Alamco, Inc. 7) DESIGNATED AGENT D. L. Wheeler
 Address P. O. Box 1740 Address P.O. Box 1740
Clarksburg, WV 26301 Clarksburg, WV 26301
 8) OIL & GAS INSPECTOR TO BE NOTIFIED 9) DRILLING CONTRACTOR:
 Name Robert Stewart Name Development Drilling Corpn.
 Address P. O. Box 345 Address P. O. Box 1740
Jane Lew, WV 26378 Clarksburg, WV 26301

10) PROPOSED WELL WORK: Drill X / Drill deeper XX / Redrill XX / Stimulate XX
 Plug off old formation XX / Perforate new formation XX
 Other physical change in well (specify) _____

11) GEOLOGICAL TARGET FORMATION, Elk
 12) Estimated depth of completed well, 5200' feet
 13) Approximate strata depths: Fresh, 176, 258, 303 salt, _____ feet.
 14) Approximate coal seam depths: 303, 309 Is coal being mined in the area? Yes _____

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 DEC 29 1983
 OIL & GAS DIVISION
 No. X
DEPT. OF MINES

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		
Conductor	16"				X	20'	20'	Cement to surface
Fresh water								
Coal	8-5/8"		20#	X		700'	700'	Cement to surface <i>by rule 15-05</i>
Intermediate			J.55					
Production	4-1/2"		10.50#	X		5200'	5200'	Req. by Rule 15.01
Tubing								
Liners								Perforations: Top Bottom

OFFICE USE ONLY
DRILLING PERMIT

Permit number 47-083-0859 Date January 17, 19 84

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 January 17, 1986 unless well work is commenced prior to that date and prosecuted with due diligence.

Bond: LANKET BOND	Agent: <u>ls</u>	Plat: <u>MH</u>	Casing: <u>MH</u>	Fee: <u>25207</u>
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[Signature]
 Administrator, Office of Oil and Gas

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



OFFICE USE ONLY

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

1) WELL LOCATION: B (1) Gas Production, Underground storage, Shallow (200 ft), Deep ()

2) WELL OPERATOR: ALBERTO, INC., P.O. Box 1740, Clarkspurg, WV 26301

3) OIL & GAS INSPECTOR TO BE NAMED: ROBERT STEWART, P.O. Box 320, Clarkspurg, WV 26307

4) DRILLING CONTRACTOR: Development Drilling Corp., P.O. Box 1740, Clarkspurg, WV 26307

5) PROPOSED WELL WORK: Drill 2 1/2" Drill, deeper, Retain, or, Stimulate

6) GEOLOGICAL TARGET FORMATION: ()

7) Estimated depth of completed well: 5200'

8) Approximate true depth: 178', 258', 303', 303'

9) Approximate coal seam depth: 303', 303'

10) CASING AND TUBING PROGRAM: ()

11) Estimated depth of completed well: 5200'

12) Approximate true depth: 178', 258', 303', 303'

13) Approximate coal seam depth: 303', 303'

14) Is coal being mined in the area? Yes

15) DEPT. OF MINES OIL & GAS DIVISION

16) RECEIVED DEC 20 1983

OFFICE USE ONLY

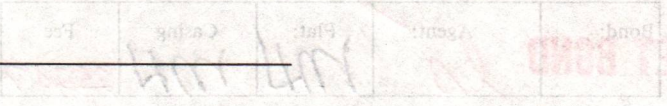
This part of Form IV-2(b) is to record the dates of certain occurrences and any follow-up inspections.

Date	Date(s)
Application received	Follow-up inspection(s)
Well work started	" "
Completion of the drilling process	" "
Well Record received	" "
Reclamation completed	" "

OTHER INSPECTIONS

Reason: _____

Reason: _____



08/25/2023



State of West Virginia
Department of Mines
Oil and Gas Division

Date 12/16/83
Well No. A-1413
API No. 47 - 083 - 0859
State County Permit

CONSTRUCTION AND RECLAMATION PLAN

Company Name ALAMCO
Address P. O. Box 1740
Clarksburg, West Virginia
Telephone 623-6671
Landowner WESTVALCO

Designated Agent Daniel L. Wheeler
Address P. O. Box 1740
Clarksburg, West Virginia
Telephone 623-6671
Soil Cons. District TYGART VALLEY

Revegetation to be carried out by ALAMCO (Agent)

This plan has been reviewed by Tygart Valley SCD, All corrections and additions become a part of this plan. 12-24-83 (Date) Junior Nelson (SCD Agent)

ACCESS ROAD		LOCATION	
Structure <u>Drainage Ditch</u> (A)	Spacing <u>Earthen</u>	Structure <u>DRAINAGE Ditch</u> (1)	Material <u>Earthen</u>
Page Ref. Manual <u>2:12</u>		Page Ref. Manual <u>2:12</u>	
Structure <u>CULVERTS</u> (B)	Spacing <u>18" I.D. WHERE NEEDED</u>	Structure <u>RIP RAP</u> (2)	Material <u>ROCK</u>
Page Ref. Manual <u>2:7</u>		Page Ref. Manual <u>N/A</u>	
Structure <u>RIP RAP</u> (C)	Spacing <u>ROCK</u>	Structure _____ (3)	Material _____
Page Ref. Manual <u>N/A</u>		Page Ref. Manual _____	

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



TREATMENT AREA I OIL & GAS DIVISION DEPT. OF MINES		TREATMENT AREA II	
Lime <u>3</u> Tons/acre or correct to pH <u>6.5</u>	Fertilizer <u>600</u> lbs/acre (10-20-20 or equivalent)	Lime <u>3</u> Tons/acre or correct to pH <u>6.5</u>	Fertilizer <u>600</u> lbs/acre (10-20-20 or equivalent)
Mulch <u>Straw</u> 2 Tons/acre	Seed* <u>TALL FESCUE</u> 40 lbs/acre	Mulch <u>Straw</u> 2 Tons/acre	Seed* <u>TALL FESCUE</u> 40 lbs/acre
<u>BIRD FOOT TREFOIL</u> 10 lbs/acre	<u>DOMESTIC RYE GRASS</u> 10 lbs/acre	<u>BIRD FOOT TREFOIL</u> 10 lbs/acre	<u>DOMESTIC RYE GRASS</u> 10 lbs/acre

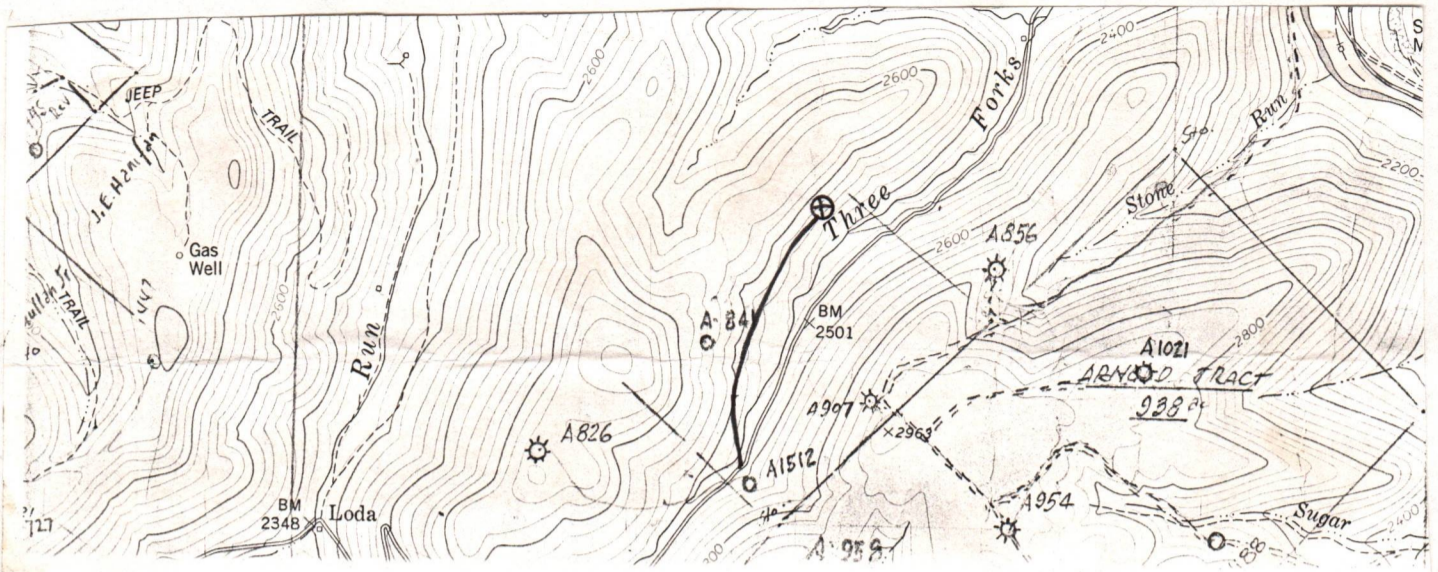
*Inoculate all legumes such as vetch, trefoil and clovers with the proper bacterium. Inoculate with 3X recommended amount.

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

PLAN PREPARED BY Daniel L. Wheeler 08/25/2023
ADDRESS _____
PHONE NO. _____

LEGEND	
WELL SITE	
ACCESS ROAD	

Attach or photocopy section of involved topographic map. Quadrangle Cassidy 7.5 MIN.



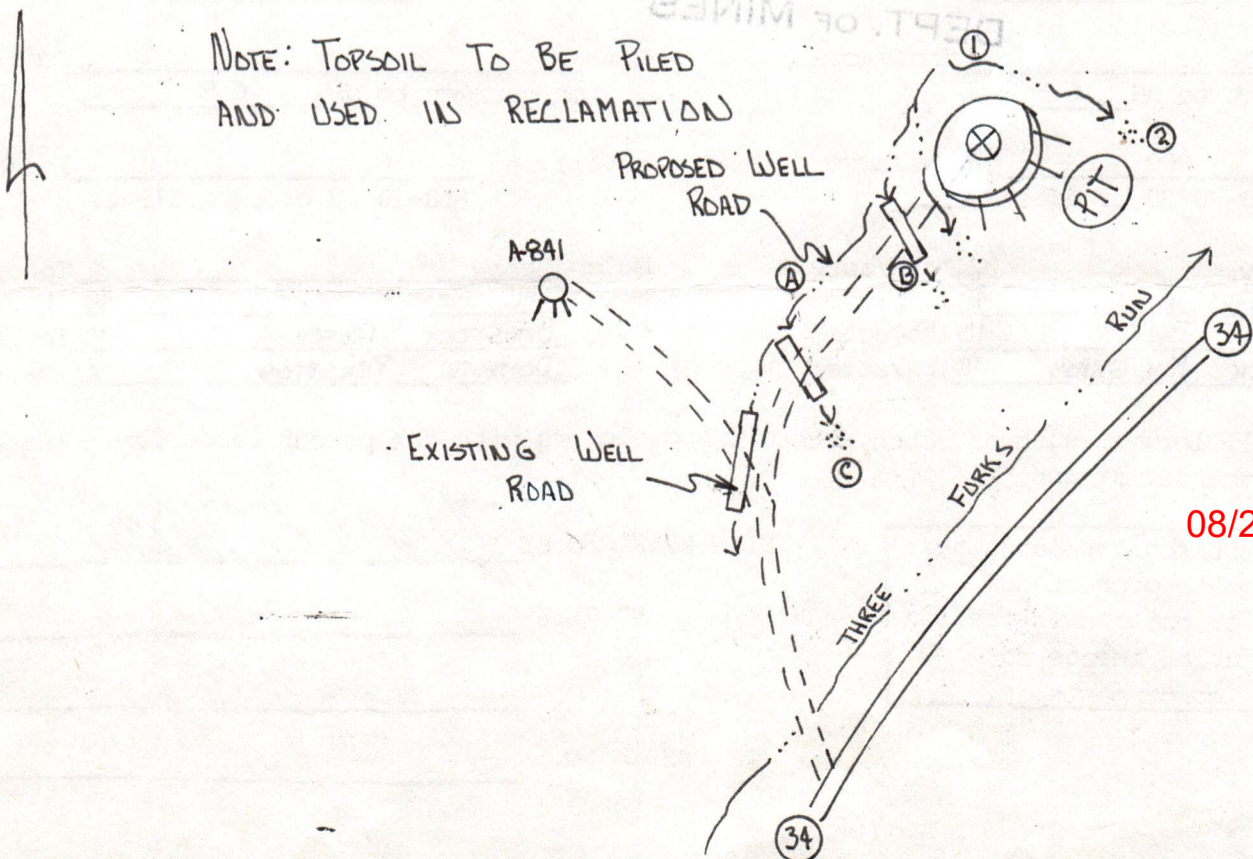
Sketch to include well location, existing access road, roads to be constructed, wellsite, drilling pits and necessary structures numbered or lettered to correspond with the first part of this plan. Include all natural drainage.

LEGEND	
Property boundary	
Road	
Existing fence	
Planned fence	
Stream	
Open ditch	
Diversion	
Spring	
Wet Spot	
Building	
Drain pipe	
Waterway	

COMMENTS

Slope of access road 8 % -- Cuts to be on a 2:1 slope or less. Access road subject to change by company or landowner. All ditches and culverts will be maintained after construction is completed. If revision is made, revised plan will be submitted.

NOTE: TOPSOIL TO BE PILED AND USED IN RECLAMATION



08/25/2023

1) Date: December 20, 19 83
2) Operator's Well No. A-1413 (McMullan)
3) API Well No. 47 - 083 - 0859
State County Permit

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES, OFFICE OF OIL & GAS

NOTICE OF APPLICATION FOR A WELL WORK PERMIT

4) SURFACE OWNER(S) OF RECORD TO BE SERVED
(i) Name Westvaco
Address 203 Randolph Avenue
Elkins, WV 26241
(ii) Name _____
Address _____
(iii) Name _____
Address _____

5(i) COAL OPERATOR N/A
Address _____
5(ii) COAL OWNER(S) WITH DECLARATION ON RECORD:
Name Amax Coal Co.
Address 105 South Meridan St.
Indianapolis, Ind. 46225
Name International Coal Company
Address 119 Washington St., East
Lewisburg, WV 24901
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 for a Well Work Permit on Form IV-2(B) (or Form IV-4 if the well is to be plugged, 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 IV-6; and
- (3) The Construction and Reclamation Plan on Form IV-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 (FORM IV-2(B) OR FORM 4, DESIGNATED FOR YOU. HOWEVER, YOU ARE NOT REQUIRED TO TAKE ANY ACTION AT ALL.

Take notice that under Chapter 22 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 Administrator of the Office of Oil and Gas, West Virginia Department of Mines, with respect to a well at the location described on attached Application and depicted on attached Form IV-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 Administrator.

RECEIVED
DEC 29 1983
OIL & GAS DIVISION
DEPT. OF MINES

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 22-4-1-(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? ~~XXX~~ No
If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-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
Daniel L. Wheeler
this 20 day of December, 19 83.
My commission expires 11/19, 1990.
Denise C. Spencer
Notary Public, Harrison County,
State of West Virginia

WELL OPERATOR ALAMCO, INC.
By Daniel L. Wheeler
Its Vice President
Address P. O. Drawer 1740
Clarksburg, WV 26301
Telephone 304-623-6671

08/25/2023

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 Office 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 § 22-4-1b(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 § 22-4-20.
- 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 § 22-4-1k 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 § 22-4-1k(d) and the reclamation required by Code § 22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fees required by Code § 22-4-1a(c) and 22-3-12a, and (v) if applicable, the consent required by Code § 22-4-8a 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 § 22-4-1m, 22-4-2, 22-4-2a, and 22-4-2b.

INFORMATION SUPPLIED UNDER CODE § 22-4-11(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:

<u>Grantor, lessor, etc.</u>	<u>Grantee, lessee, etc.</u>	<u>Royalty</u>	<u>Book Page</u>
Manufacturers Light & Heat	COLUMBIA GAS TRANS.		
Columbia Gas Trans.	ALAMCO		Not recorded (assignment attached)
Conn. Gen. Life Ins. Co, Harry McMullan, Jr & Neva S. McMullan, h.w.	Manufacturers Light & Heat	1/8	272/433

ASSIGNMENT OF DRILLING AND PRODUCTION RIGHTS

THIS AGREEMENT, made this 4th day of January, 1973, by and between COLUMBIA GAS TRANSMISSION CORPORATION, a Delaware corporation having an office and place of business at 800 Union Trust Building, Pittsburgh, Pennsylvania 15219, hereinafter referred to as "Columbia,"

A
N
D

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

WITNESSETH:

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

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

WHEREAS, Allegheny has requested Columbia to assign to it the shallow drilling and production rights and the right to enter upon the said acreage to drill, test, produce and develop gas from any new well or wells that Allegheny may hereafter drill and complete on said acreage; and

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WHEREAS, Columbia has agreed to assign and lease said interests, rights and privileges on said acreage to Allegheny, subject to the terms, conditions, reservations and exceptions hereinafter set forth in order to have said acreage tested and developed for natural gas in return for Columbia's right, inter alia, to purchase any gas or oil that may be developed therefrom in the manner hereinafter provided.

NOW, THEREFORE, in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), in hand paid by Allegheny to Columbia, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

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

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

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necessary or incidental to the conduct of gas storage operations on the acreage included in said oil and gas leases.

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

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

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

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

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

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

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

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

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

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

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

8. In the event the wells to be drilled by Allegheny during 1973 are commercially productive, Allegheny shall have the right to drill five (5) additional wells on each of the four (4) sections as shown on Exhibit "B" hereto during calendar year 1974 and continuing at the rate of five (5) wells per section during successive years. Such additional wells shall be drilled on mutually agreed spacing until the acreage covered hereunder is exhausted or until Allegheny chooses to discontinue its drilling program. It is understood between the parties hereto that each

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

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

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

13. Allegheny shall pay to Columbia the following overriding royalties on commercially productive gas produced by Allegheny pursuant to this agreement:

(a) No overriding royalty shall be paid on production resulting from the original five (5) wells drilled pursuant to paragraph 3 hereof.

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modification of this agreement shall be valid unless the same be made or specified in writing, signed by the parties hereto, and no prior course of dealing with the parties shall be construed to alter the terms hereof.

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

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

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

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

08/25/2023

24. The obligations of Allegheny hereunder shall be suspended while Allegheny is prevented from complying therewith, in whole or in part, by strikes, lockouts, actions of the elements,



RECEIVED
AUG - 8 1984

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

OIL & GAS DIVISION
DEPT. OF MINES

FINAL INSPECTION REPORT
INSPECTORS COMPLIANCE REPORT

COMPANY Alamo

PERMIT NO 083-0839 1/84

FARM & WELL NO McMullen A-1413

DIST. & COUNTY Middle Fork Randolph

RULE	DESCRIPTION	IN COMPLIANCE	
		YES	NO
23.06	Notification Prior to Starting Work		
25.04	Prepared before Drilling to Prevent Waste		
25.03	High-Pressure Drilling		
16.01	Required Permits at Wellsite		
15.03	Adequate Fresh Water Casing		
15.02	Adequate Coal Casing		
15.01	Adequate Production Casing		
15.04	Adequate Cement Strength		
15.05	Cement Type		
23.02	Maintained Access Roads		
25.01	Necessary Equipment to Prevent Waste		
23.04	Reclaimed Drilling Pits		
23.05	No Surface or Underground Pollution		
23.07	Requirements for Production & Gathering Pipelines		
16.01	Well Records on Site		
16.02	Well Records Filed		
7.05	Identification Markings		

I HAVE INSPECTED THE ABOVE CAPTIONED WELL AND RECOMMEND THAT IT BE RELEASED:

SIGNED Philip Tracy

DATE 8-1-84

Your well record was received and reclamation requirements approved. In accordance with Chapter 22, Article 4, Section 2, the above well will remain under bond coverage for the life of the well.

T. H. ...
Administrator-Oil & Gas Division

August 13, 1984
DATE

08/25/2023

1. The Seller shall furnish all material and lay.....

the necessary branch line from the pipe line or lines of Buyer to the well or wells drilled on the within-described land, and to any other wells, which may be drilled under the terms of this agreement.

Said branch lines and wells shall be equipped with the necessary drips and appliances in order that the gas will be in a dry condition and free from precipitation, as well as free from sulphur and hydrogen sulphide to the extent hereinafter indicated before passing into the line or lines of the Buyer. Said gas shall be delivered into the pipe line of Buyer against the varying pressures therein, and Seller shall maintain a sufficient natural pressure at Seller's well, or wells, to deliver into the line of Buyer the quantity of gas that may be required or demanded under the terms of this agreement.

2. Seller shall deliver the gas into the pipe line of Buyer against the varying pressures therein, and Buyer agrees to take and pay for all of the gas that may be produced from the well or wells drilled and from any other wells which may be drilled on the land covered by this agreement up to the then existing unused capacity of Buyer's installed facilities.

If for any reason during the six summer months from May 1st to November 1st of any year, the demand for gas should become diminished, Buyer shall be required to take only one-third (1/3) of the volume of gas that was taken in the preceding winter months, such volume to be taken in whatever manner and at such periods of time as may best suit the convenience of Buyer.

It being distinctly understood and agreed that at all times when the supply of gas produced or controlled under contract by the Buyer shall be in excess of the market that can be found therefor, or in excess of the capacity of installed facilities, a pro-rata share only shall be taken of Seller's production, and that in fixing the pro-rata share the Seller shall not be discriminated against in favor of gas produced by Buyer or held under contract of purchase from other Sellers in the vicinity of Seller's production. It being further distinctly understood and agreed that nothing in the foregoing shall limit the right of the Buyer to develop or contract at any time in the future for additional gas.

Seller shall not use any artificial means to deliver said gas into the line of Buyer, without the written consent of Buyer, and Seller agrees not to dispose of any of the gas produced from the well or wells covered by this agreement, to any other person or persons, except for drilling and operating of wells of Seller, in the vicinity of the within described land and excepting also the free gas privileges as set forth in the original lease _____ covering the within described land.

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3. For the purpose of measuring and ascertaining the quantity of gas furnished and delivered by Seller, Buyer shall furnish and install at its own expense, at a point selected by Buyer and furnished by Seller, a measuring station or stations, which shall be equipped with meters and pressure and volume gauges, or other appliances required to measure the number of cubic feet of gas furnished and supplied to and taken by Buyer. Said meters and gauges or other appliances shall be of the most approved design and of a capacity sufficient for the purpose required. The operating and maintaining of said measuring stations and appliances shall be entirely under the supervision and control of Buyer. Buyer shall use due diligence and every reasonable effort to keep said measuring stations and appliances in good condition and in proper working order, so that the supply of gas furnished and taken shall be as accurately measured as the most approved design of meter, or other measuring appliances can measure. Seller shall have the right to inspect the measuring stations and appliances at any and all times, and to demand and obtain any information relative to the operating and maintaining of same. The cost of reading said meters, or other appliances, and the cost or expense for repairing, operating and maintaining said appliances and measuring stations, shall be paid by Buyer.

except that Seller agrees to pay Buyer, at Buyers option, a measuring station maintenance and operation charge of Twenty Dollars (\$20.00) for each month during the term of this agreement during which deliveries shall fall below an average of 10,000 cubic feet per day. Buyer shall render a bill for such operation and maintenance charge or deduct the amount thereof from the monthly settlement hereunder.

4. In case of breakage of the line of Buyer beyond the measuring stations, or if from any other cause, the transportation of gas by Buyer is interfered with, or prevented by reason whereof it is necessary to shut off the supply of gas, this contract shall be suspended during the time necessary required to repair such line, but shall be immediately resumed upon the repair of said line, and Buyer shall use every reasonable effort to complete such repairs as soon as possible to do so.

5. Seller shall not be liable in damages to Buyer by reason of trouble at the well, or wells, or any cause interfering with or preventing the furnishing of gas to Buyer, but Seller shall use reasonable diligence to keep said well, or wells, in good condition, and in case of accident, shall repair the same as soon as possible to do so. Seller shall also provide a tap, nipple and cock on the casing or connection at each well for the purpose of taking tests of such well, and shall permit Buyer to make such tests or gauges as it may deem necessary to check up and determine the accuracy of the delivery of gas as shown by the meter, or meters, or other appliances, in use under this agreement.

6. Seller agrees to furnish and equip well, or wells, with the necessary fittings and connections and to furnish and install the necessary drips and appliances on or at said well or wells, and to operate the same so that the wells shall furnish and supply said gas to Buyer dry and in proper condition for transportation into and through said lines of Buyer; the hydrogen sulphide and sulphur content of all gas so delivered to the Buyer to conform to the rules and regulations of any public regulatory body governing sales by this company, or, in the absence of such rules and regulations, to contain not more than twenty grains of total sulphur in each one hundred cubic feet and to be free from hydrogen sulphide to the extent that a strip of white filter paper moistened with a solution containing five percent (5%) of weight of lead acetate is not distinctly darker than a second paper freshly moistened with the same solution, after the first paper has been exposed to the gas for one minute in an apparatus of approved form, through which the gas is flowing at the rate of approximately five cubic feet per hour, the gas not impinging directly from a jet upon the test paper.

7. For the gas so furnished, supplied and delivered into the pipe line of Buyer, at the point as above described, by Seller, the Buyer agrees and binds itself to pay unto Seller at the rate of ~~---Forty-Five---~~ (--45--) Cents per thousand cubic feet, subject to the approval of the Federal Power Commission and any regulatory body having jurisdiction over said sale or purchase, including any refund permitted or other condition imposed by such body under any order or regulation affecting said sale and purchase of gas hereunder. It is agreed by Seller and Buyer that the price herein agreed to be paid for natural gas shall be further subject to all applicable rules and regulations promulgated under any wage price legislation in effect during the term of this agreement.

This agreement is conditioned expressly upon the Seller either having received from the Federal Power Commission a Small Producer Certificate, pursuant to Order No. 411 of the latter Commission, issued October 2, 1970, or a Small Producer Exemption from the same regulatory body, issued pursuant to its Order No. 428, dated March 18, 1971.

For the purpose of this contract, a cubic foot of gas shall consist of one cubic foot at a pressure of 14.73 pounds per square inch absolute, at a temperature of 60 degrees Fahrenheit.

~~For the purpose of this contract, a cubic foot of gas shall consist of one cubic foot at a pressure of 14.73 pounds per square inch absolute, at a temperature of 60 degrees Fahrenheit. In the absence of a recorded flowing temperature, 50 degrees Fahrenheit shall be assumed. If the means of measurement render it necessary to arrive at a knowledge of the specific gravity of the gas being measured it shall be determined by the use of a standard gravity instrument of the "Balance" type, or by the use of an equally accurate instrument at the beginning of this delivery, and as often thereafter as conditions may warrant. The gas to be taken under this contract shall be measured in accordance with the latest approved methods in use in the industry, generally, and recommended by the Gas Measurement Committee of the Natural Gas Department of American Gas Association, applied in a practical and appropriate manner. No corrections are to be allowed on account of altitude of location of said measuring station or barometer for the gas to be delivered to Buyer under this agreement. Buyer shall not be required to purchase and take any gas produced of less than 1000 Btu per cubic foot, but Buyer may elect to take gas of less than 1000 Btu per cubic foot, and in such event, Buyer shall pay for such gas of less than 1000 Btu per cubic foot the contract price determined above, multiplied by the Btu per cubic foot of such gas and divided by 1000.~~

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8. On or before the end of each calendar month a statement shall be furnished by Buyer to Seller showing the amount of gas supplied and taken from the last meter reading reflected on the last statement furnished Seller by Buyer to a meter reading made not later than the twenty-second day of the previous month; the statement to be accompanied by a check to cover payment to Seller for the quantity of gas thus shown to have been taken by Buyer during said period, in accordance with the deliveries reflected on said statement and with the terms of this agreement. When and if requested by Seller the Buyer shall turn over to Seller for examination the meter charts; the same, however, to be returned to Buyer within ten days. All settlements and adjustments shall be made at the office of Buyer in the City of Pittsburgh, Pennsylvania.

9. If at any time the meter used for measuring the gas gets out of proper working order, or has to be temporarily removed so that repairs can be made, it is agreed that, at the option of Buyer, the gas may be shut off and the contract temporarily suspended as to the delivery of gas during the time necessary for such repairs, or the line connected up without the meter and the gas taken, or the gas may be taken through the incorrect meter during the time necessary to furnish a new meter. The amount of gas so taken shall be estimated and adjusted upon the basis of the amount of gas registered by such meter after same has been repaired or replaced with another meter in proper working order, and when a similar pressure, as near as possible, is being maintained. And it is agreed that either party to this agreement may request that the meter be tested to determine whether or not it is correctly measuring the gas being delivered, and should the meter be found to be incorrect, that is, of a variation of five per cent (5%) or more either way, an adjustment for the amount of gas so delivered shall be made satisfactory to both parties. The cost of the test in such instance shall be borne by Buyer, but in case the test is made at the request of Seller, and the meter is found correct, that is within a variation of five per cent (5%) either way, then the cost of such tests shall be borne by Seller. It is understood, however, that the period of adjustment shall be only for such period as the meter was incorrect or removed, but in no case shall said period of adjustment exceed thirty (30) days.

10. It is further expressly understood and agreed that Buyer shall not be in any way whatsoever liable for gas royalties, rentals, or any other expense incident to the operation of said well, or wells, and shall only be liable for the payment for the gas delivered by Seller into the line of Buyer, in accordance with the provisions of this agreement.

11. It is agreed that all notices or complaints as to the operation of lines and wells, shall be addressed to Allegheny Land and Mineral Co., at 227 Washington Ave., Clarksburg, W. Va. and all other notices or statements contemplated under the terms of the within agreement shall be addressed to Allegheny Land and Mineral Co., at 227 Washington Ave., Clarksburg, W. Va. for Sellers, and all notices to Buyer, at its offices in the Union Trust Building, Pittsburgh, Pennsylvania, and that all payments of money for gas delivered, arising under this agreement, shall be made by check, made to the order of and mailed to Allegheny Land and Mineral Company at 227 Washington Ave., Clarksburg, W. Va. 26301 who is hereby appointed agent of Seller to receive all money and receipt in full, for all gas delivered by Seller under this agreement.

12. This agreement shall continue in force and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, for and during the term of ~~-----~~ (=====) years from and after the date gas is first turned into the lines of Buyer, and thereafter as long as said well or wells are determined by Buyer to be producing gas in paying quantities into pipeline or lines of Buyer.

13. In the event any Federal or State tax should be imposed on gas produced and sold under this contract, or upon the producer of gas produced under this contract, which tax Buyer should be required to pay or withhold at the source, such tax should be borne by Seller and the amount thereof deducted from payments hereunder.

14. It is understood and agreed that in case of any adverse claim or claims to the title of the land from which any such gas may be produced or to any gas sold to and purchased by Buyer or to any moneys due or to become due and payable from the Buyer in pursuance of this Contract, Buyer may pay such sum or sums, payable for such gas to THE MELLON NATIONAL BANK AND TRUST COMPANY, Pittsburgh, Pennsylvania, as Trustee, to be held by such Trustee until such adverse claim or claims has or have been settled or determined finally.

Such payment or payments by the Buyer to such Trustee shall have the same effect as though paid at such time or times by the Buyer to the person or persons or other legal entity, legally entitled thereto, without any further obligation or liability on the part of the purchaser.

15. It is further understood and agreed by and between the Buyer and Seller that this agreement is subject to any rules or regulations of any governmental body, agency or department pertaining to any covenants within this agreement.

IN WITNESS WHEREOF, The Seller and

Buyer have caused their common or corporate seal ^S to be affixed hereto, the day and year first above written, duly attested to

WITNESSES:

ALLEGHENY LAND AND MINERAL COMPANY

Secretary

President

ATTEST:

Columbia Gas Transmission Corporation

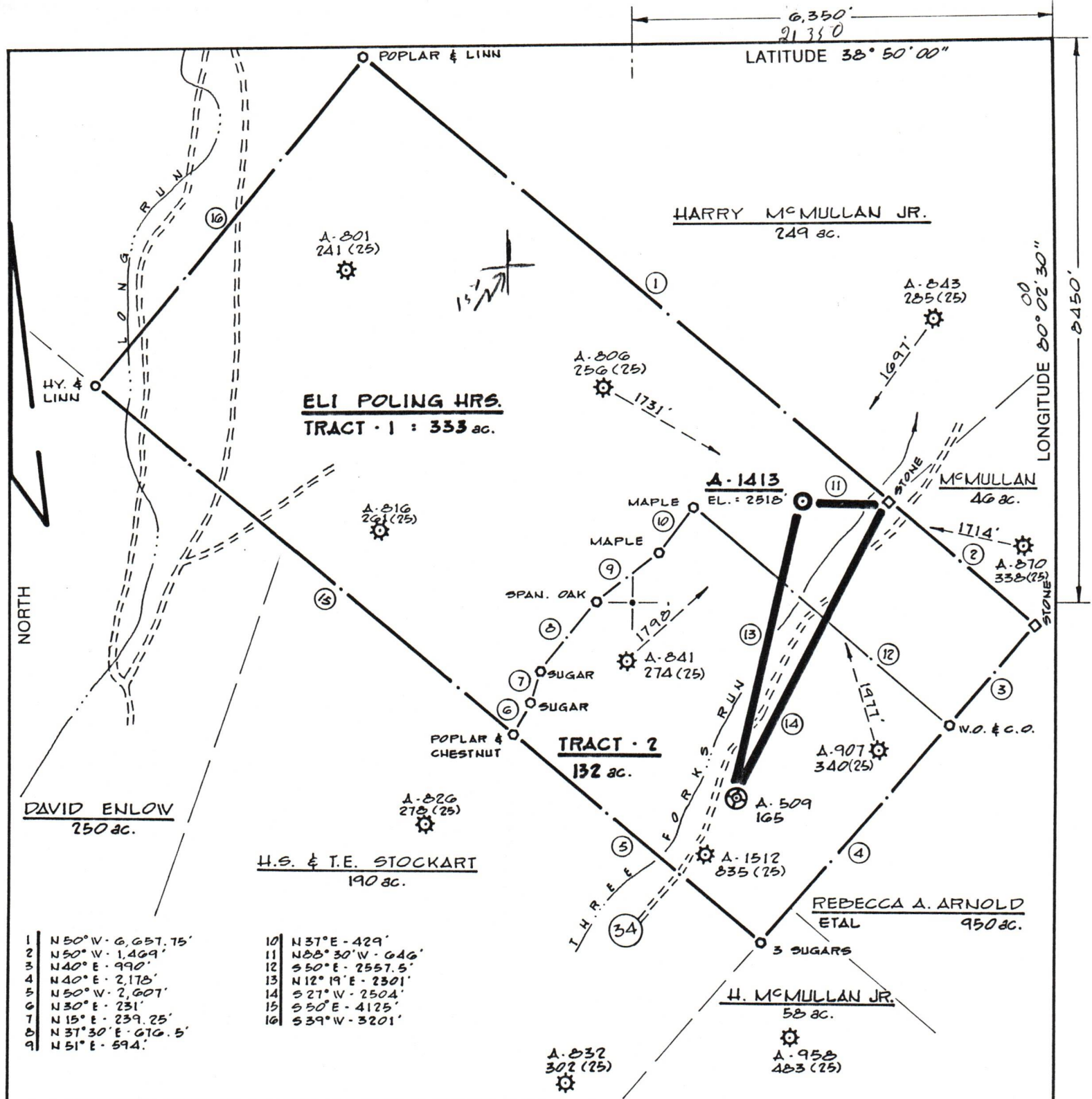
08/25/2023

Secretary

By

Manager, Production and Storage

President

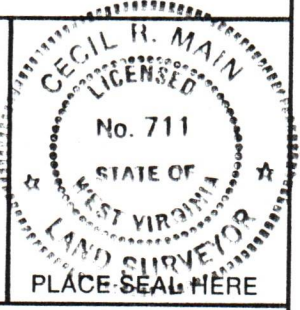


- 1 N50°W - 6,657.75'
- 2 N50°W - 1,469'
- 3 N40°E - 990'
- 4 N40°E - 2,178'
- 5 N50°W - 2,607'
- 6 N30°E - 231'
- 7 N15°E - 239.25'
- 8 N37°30'E - 676.5'
- 9 N51°E - 594'
- 10 N37°E - 429'
- 11 N88°30'W - 646'
- 12 S50°E - 2557.5'
- 13 N12°19'E - 2301'
- 14 S27°W - 2504'
- 15 S50°E - 4125'
- 16 S39°W - 3201'

(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS

FILE NO. _____
 DRAWING NO. _____
 SCALE 1" = 1000'
 MINIMUM DEGREE OF ACCURACY 1 PART IN 200
 PROVEN SOURCE OF ELEVATION ALAMCO A-832
API: 302, EL: 2717'

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) Cecil R. Main
 R.P.E. _____ L.L.S. 711



STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
OIL AND GAS DIVISION

DATE 12-14, 19 83
 OPERATOR'S WELL NO. A-1413
 API WELL NO. 47-083-0859
 STATE COUNTY PERMIT

WELL TYPE: OIL ___ GAS X LIQUID INJECTION ___ WASTE DISPOSAL ___
 (IF "GAS,") PRODUCTION X STORAGE ___ DEEP ___ SHALLOW X

LOCATION: ELEVATION 2518' WATERSHED THREE FORKS RUN
 DISTRICT MIDDLE FORK COUNTY RANDOLPH
 QUADRANGLE CASSITY 7.5'

SURFACE OWNER WESTVACO ACREAGE 465
 OIL & GAS ROYALTY OWNER NEVA McMULLAN, TRUSTEE LEASE ACREAGE 465
 LEASE NO. 1755

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

PLUG AND ABANDON ___ CLEAN OUT AND REPLUG ___
 TARGET FORMATION ELK ESTIMATED DEPTH 5200'
 WELL OPERATOR ALAMCO DESIGNATED AGENT DANIEL L. WHEELER
 ADDRESS P.O. BOX 1740, CLARKSBURG, W.VA. 26302-1740 ADDRESS P.O. BOX 1740, CLARKSBURG, W.VA. 26302-1740

08/25/2023

083 RAND. COUNTY NAME PERMIT 859