FORM IV-2 (DDVerse) (12-81)



## Date: August 24, 19 82

085

Operator's French # 2

API Well No. 47 State County

5843 Permit

### STATE OF WEST VIRGINIA DEPARTMENT OF MINES. OIL AND GAS DIVISION

					0,10 21.101011
OIL	AND	GAS	WELL	PERMIT	APPLICATION

WELL TYPE:	Oil_X	Gas X				
•				storage	_/ Deep	_/ Shallow _X_/)
LOCATION:		920	7			laurities containing to
- ·	District: 6 V	ant	County:	itchie	Quadrangle:	Schultz 7.5
WELL OPERAT	OR Kimpro	or Production	Corp	DESIGNATED A	GENT Rober	+ L. Murdoc
Address	214/24 B	Emerson a	venue			nerson avenu
and the second s	Parkersh	xrg, WV 261	104	Pa	rkersburg	WV 261021
OIL & GAS		mc Dowell				
Address			THE RESERVE OF THE PARTY OF THE	COAL OPERATO		
Address	Dillburge	0x 411		Address		1 PTX T Walling 15
	PILIDUCK 00 0	2, Ohio:	e year or a second	· · · · · · · ·		
Acreage	_ 88 . 81					RATION ON RECORD:
SURFACE OWN	TER Janu	es French	1	Name NA		
Address		^ \		Address		
	Careo, 1	NV.				
Acreage	88.81		1	Name		
FIELD SALE (I				Address		40.
Address	unkno	wn				
			(	COAL LESSEE W	TH DECLARAT	TON ON RECORD:
	PECTOR TO BE		1	Name N/A		
	iel Her			Address		
Address	P.O. Bo	x 66				
	Smithui	He, WV 26	0178			
The undersigned	d well operator is e	ntitled to operate for oil	or gas purpose	s at the above loca	tion under a dood	
other contract ×	/ dated _	ine 7, 19_	87 to the	undersigned well	non under a deed	lease
				undersigned well	operator from	olumbia
Recorded on	se or other contr	act has been recorded	:)			
va., in Lea	S.C. B.	in the office of	the Clerk of th	ne County Commis	sion of Rite	hie County, West
IB CCG	Book_	145 at page 3	30. A per	mit is requested a	as follows:	
PROPOSED WO	ORK: Drill_X_	/ Drill deeper	_/ Redrill_	/ Fracture	or stimulate X	
	Plug off old	formation/	Perforate new	formation	_/	
	Other physic	cal change in well (spe	ecify)			Vergod V
			e de la			The second of the second of the
		s shown on the work				The factor and the same of the
The above name	d coal operator, coa	al owner(s), and coal les	see are hereby	notified that any ob	pjection they wish t	to make or are required to
code 122	-4-3 must be filed	with the Department of	f Mines within	fifteen (15) days	after the receipt of	of this Application by the
-p						
copies of this Per	rmit Application an	d the enclosed plat and	reclamation pla	an have been maile	d by registered ma	il or delivered by hand to
	oar operator, coar o	wher(s), and coal lesse	e on or before t	the day of the mail	ing or delivery of t	his Permit Application to
	Mines at Charles	ston, West Virginia.	MEM			
PLEASE SUBMIT	COPIES OF ALL	111111111111111111111111111111111111111	15	0		04/12/2024
ro:	the system with their	The state of the state of	000	Rimro	ck Proc	luction Con
WEST VIRGINIA		AUG 2 6-1	982		Well Operat	or
CONSERVATI		OIL & GAS D	IVISION	By Ules	on lug	Exel
HARLESTON, W	N STREET EAST V 25311	DEPT. OF	MINES	Its _ as	eut C	年40 日本大学生学的 ·
ELEPHONE: (304		140		.0		
	7 3 10 3072	BLANKET BO	MD			

### PROPOSED WORK ORDER

## THIS IS AN ESTIMATE ONLY: ACTUAL INFORMATION MUST BE SUBMITTED ON FORM IV-35 UPON COMPLETION

DRILLING CONTRACTOR (IF KNOWN) FWA Drilling									
Address P.O. Box 248									
				00	_		w. WU		
GEOLOGICAL	TARGE	T FORM	ATION,	4810	arc	ollus 2	nate	·/ Cobi	h took
									le tools/
Approxim	nate wate	r strata	depths:	Fresh,	1.	lo_feet;	salt, 40	the area? Yes	/ No X
						ls coal	being mined if	The area: Tes	/ No X/
CASING AND	TUBING	PROGE	CAM						
CASING OR TUBING TYPE		Grade	ONS Weight per ft	New I	Used	FOOTAGE I	Left in well	OR SACKS (Cubic feet)	PACKERS
Conductor	1134	cw	45	X		200	200	C75	Kinds
Fresh Water	85/8	erw	23	X	- Ales	1100	1100	350sks	Baker
Coal									Sizes 41/Z
Intermediate								200	
Production	41/2	Prw	10.5	X		5500	5500	DOSKS	Depths set 4000
Tubing	23/8	1cw	4.7	X		0	4000	Ö	0.0
Liners									Perforations CST. depH
-1-60000	1000	100							Top 2500 Bottom S4
		1 15 15							•
the pres	Department of the second of th	ent, according Regula Plan", aid on the 8a from	tion 12, applicab same we the own	or in lible to the	ieu the recipe recipy wat	nereof the oth lamation required by Code ter well or dw	er security allo red by Code § § 22-4-12a, and elling within 20	owed by Code § 22-4- 22-4-12b and Regula (v) if applicable, the O feet of the propos	2 must be filed with in one of the forms 22, (iii) Form IV-9, ation 23, (iv) unless consent required by sed well.  2 g or stimulating is to connection therewith.
THIS PERMI	IT MUST	BE POSTI	D AT TI	HE WELL	SITE				
ALL PROVI	SIONS BE	EING IN	ACCOR	DANCE	WITH	CHAPTER 22			
		W. VA. C	ing			N IS HEREBY			
APPROVED  IF OPERATI						5-2-83	RE		
BY	ONOTIA		COMM	NCED B					
A CHARLEST OF ST			0						
			18 18 A	R. Etc	4				
The following waiver must be completed by the coal operator and by any coal owner or coal lessee who has recorded a declaration under Code 22-4-20, if the permit is to be issued within fifteen (15) days of receipt thereof.									
WAIVER 04/12/2024									
The undersigned coal operator/ owner/ lessee/ of the coal under this well location has examined 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 The undersigned has no objection to the work proposed to be done at this location, provided, the well operator has complied with applicable requirements of the West Virginia Code and the governing regulations.									
							Ву		range for decartishan
Date:				, 19			Бу		

IV-9 (Rev 8-81)



DATE 8/2/82
WELL NO. 2 French

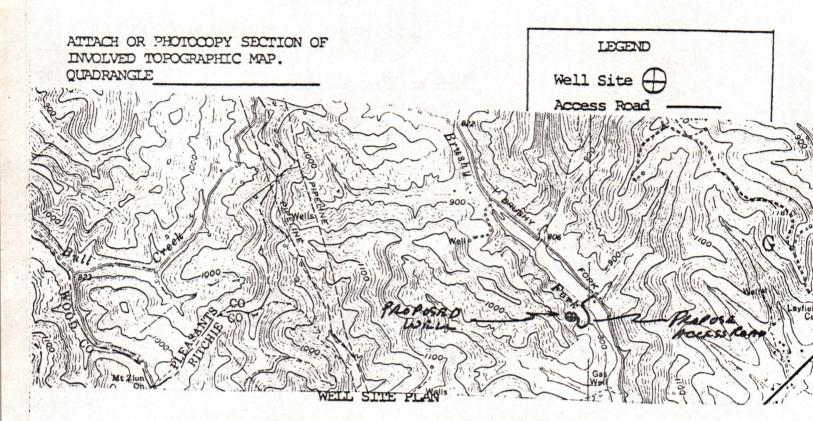
State of Mest Nirginia

API NO. 47 - 085 - 5843

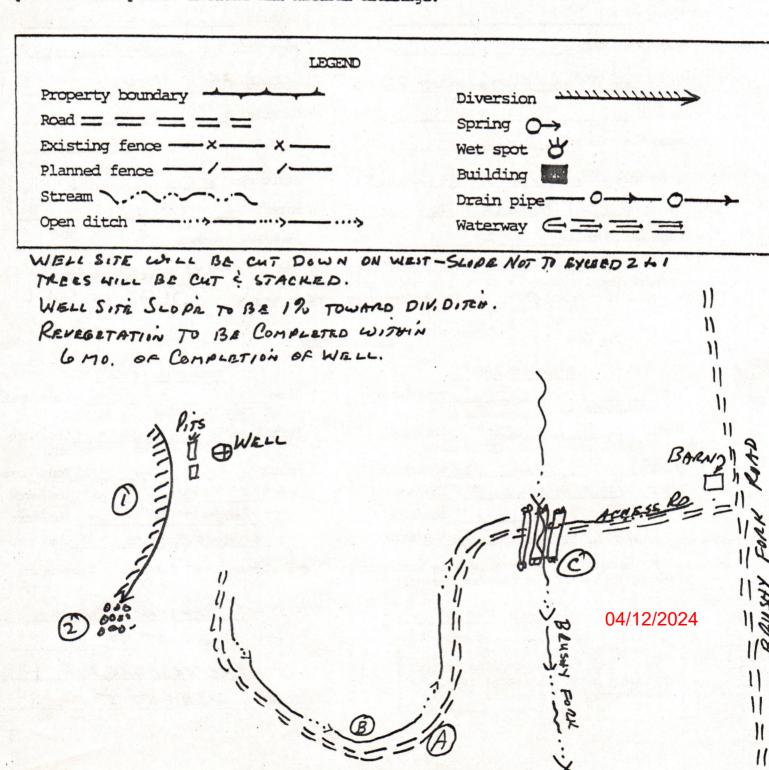
Bepartment of Mines Gil und Gas Bivision

### CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME RIMROCK PRODUCTION CORP.	DESIGNATED AGENT ROBERT MURDOCK
Address PARKERS BURG, W.VA.	Address PARKERSBURG, W/w
Telephone 428-/520	Telephone 428-1520
LANDOWNER JAMES FRENCH	SOIL CONS. DISTRICT LITTLE KANAMA
Revegetation to be carried out by Rober	
This plan has been reviewed by 1,41/e	
	8-12-82
	(Date)
Ja	(SCD Agent)
ACCESS ROAD	LOCATION
Structure Accres ROAD - SCOPE 9% (A)	Structure DIVERSION DITCH (1)
Spacing	Material Son
Page Ref. Manual 2-/4	Page Ref. Manual 2-12
Structure OPEN DITCH-GNADE 92 (B)	Structure RIPRAP (2)
Spacing	Material Reck
Page Ref. Manual 2-/2	Page Ref. Manual N/A.
Structure TEMPORARY STREAM (LOSSING (C)	Structure DECERVED (3)
Spacing (3 18" CAR. P. Piz)	Material Material
Page Ref. Manual 2-20	Page Ref. Manual AUG 2 6 1982
All structures should be inspected regul commercial timber is to be cut and stacked cut and removed from the site before dirt	arly and repaired if necessary As Akksion and all brush and small timber to be work begins.  DEFT. OF MINES
REVECET	ATION
Treatment Area I	Treatment Area II
Lime 3 Tons/acre	Lime 3 Tons/acre
or correct to pH 6.5  Fertilizer 500 lbs/acre	or correct to pH 6.5
Fertilizer 500 lbs/acre (10-20-20 or equivalent)	Fertilizer 500 lbs/acre (10-20-20 or equivalent)
Mulch HAY 2 Tons/acre	Mulch 1449 Z Tons/acre
Seed* K-3/ FESCUE 35 lbs/acre	Seed* K-3/ FESCUL 35 lbs/acre
REDTOP 10 lbs/acre	RADTOP 7 10 lbs/acre
LADINA PLOVER 5 1bs/acre	LADINA CLOVER 5 1bs/acre
*Inoculate all legumes such as vetch, tref. Inoculate with 3% recommended amount.	
	PREFARED BY CHET WATERINGMOND
NOTES: Please request landounces	0 '' -1202 '
cooperation to protect new	ADDRESS 1704 - 18# ST.
seedling for one growing season. Attach separate sheets as	PARKERSBARG, W.R.
necessary for comments.	PHONE NO. 428 - 57/5



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



11



### State of Mest Mirginia Bepartment of Mines Bil und Gas Bivision Charlesion 25305

Rit-5843

TO:

ALL OPERATORS

DATE: June 10, 1982

FROM:

Theodore M. Streit, Administrative Assistant

RE:

New Permit Application Forms

On March 13, 1982, the legislature passed HB-154 which goes into effect June 11, 1982. This bill requires proof of one-eighth (1/8) royalty payment to the royalty owners before any well permit can be issued. .

We are at the present time printing up new Permit\_Application Forms which should be available by next month. In the meantime you will be required to send in a notarized affidavit (sample copy below) with each permit application.

### AFFIDAVIT

I, Robert L. Murdock (the above desginated owner or operator, or authorized representative thereof) hereby verifies that the owner or owners of the mineral estate upon which this proposed well is to be located will receive minimum one-eighth (1/8) royalty payments for any gas or oil extracted therefrom. Copies of the Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above-named coal operator, co-owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia.

Signed: Rabert J. Muncher (Owner, Operator, or Authorized Representative)

Notary: Candace N Shompson commissioned as wine

(Signed)

My commission expires Ontoly



Service Annual Service Service

The production of the best of the conference of

OEPT, OF MINES



### DEPARTMENT OF MINES OIL AND GAS WELLS DIVISION



# INSPECTOR'S WELL REPORTED OF MINES

Com P. O			Oil oi	Gas Well
Company Rimrock Prod	Corp. CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
1	Size			
Farm James French	16			
Well No French # 2	13		a new periods and	Kind of Packer_
District San 1	10			
_Cor anty_	Ritchie 81/4	70.000	La company de	Size of
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illing completed	5 3/16			Depth set
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De p th of sho	2	N		Perf. top
l open flow	er inInch   Liners Used			Perf. bottom
w after tubing/10ths Merc		1	I	erf. top
- Johns Merc	inInch		F	erf. bottom
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surelbs	Cu. Ft.   CASING CEMENTE	E COMPANY	IZE	No. FT.
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vater	s., 1st 24 hrs. COAL WAS ENCOU	NTERED AT_	——FEI	T DIG
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feet	feetFEET_		FEE	TINCH
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Cocalion	orroad	7		

### STATE OF WEST VIRGINIA

### DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

### INSPECTOR'S PLUGGING REPORT

Permit No.	- 1 500 1			We	II No	
COMPANY			ADDRESS			
FARM		DISTRICT	ro	COUNTY		
Filling Material Used					Ling 1	
Liner Lo	eation	Amount	Packer	Location		
PLUGS USED A	AND DEPTH PLACED		BRIDGES	CASIN	G AND TI	UBING
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LUCATION	RECOVERED	SIZE	LOST
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	,		A relief solution		2.1	1
HIMAL SALES AND				- Control of the Cont		1.55
		3.83%				
rillers' Names						
lemarks:						

I hereby certify I visited the above well on this date.



### Scate of West Birginia

## Bepartment of Aines (Bil and Gas Bivision (Charleston 25305

WALTER N. MILLER DIRECTOR

June 20, 1983

Rimrock Production Corp. 4424 B. Emerson Avenue Parkersburg, W. Va. 26101 THEODORE M. STREIT ADMINISTRATOR

	In Re:	PERMIT NO:47-085-5843
		FARM: James Franch
		WELL NO: 2
		DISTRICT: Grant
		COUNTY Ritchie
Gentlem	nen:	
Th this of	e FINAL INSPECTION REPORT for the above describe. Only the column check below applies:	cribed well has been received in
XXXXXX	The well designated by the above permit num Blanket Bond. (Permit Cancelled - Never Dri	nber has been released under you lled.)
	Please return the enclosed cancelled single designated by the above permit number to the said bond in your behalf, in order that the records.	ie surety company who executed
	Your well record was received and reclamati accordance with Chapter 22, Article 4, Sect will remain under bond coverage for life of	ion 2, the above captioned well

Very truly yours,

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

Rit 5843 789

### OIL AND GAS LEASE

This Agreement made and entered into this day of March by and between Anna L. McDowell, a widow, Box 411, Killbuck, Ohio hereinafter called "Lessor", and Columbia Energy Systems, Inc, P.O. Box 06072, Columbus, Ohio 43206, hereinafter called "Lessee".

### WITNESSETH That:

1. Lessor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements herein contained, does hereby grant and lease exclusively unto Lessee the lands hereinafter described (hereinafter called the "Premises"), for the purposes of exploring, drilling, and operating for, producing, removing and marketing gas and oil, or either of them, and /or their constituents and of injecting air, gas, water, brine, and other substances from theses premises and into any subsurface strata, other than potable water strata and workable coal strata, together with the right to enter into and upon the Premises at all times for the aforesaid purpose and to use and occupy such portions of the Premises as may be necessary or convenient for the aforesaid purposes and to install and maintain tanks, equipment and facilities thereon at a location mutually agreed upon by Lessee and Lessor, the Premises being all of that tract of land situated in the District of Grant, County of Ritchie, State of West Virginia, and on the waters of Brushy Run, and described as Follows: Being 1 acre of the three tracts described in that Deed in Deed book 122 at page 198 of the records of Ritchie County, and dated September 12, 1949 in which Theodore B. Starr conveyed to James French and Edna French his wife the three tracts of 64.81 acres, 10 acres, and 12 acres for the total of 88.81 acres more or less, and bounded substantially as follows.

On the north by the lands of Vernon R. Beymer On the east by the lands of Frances V. Starr DEED- 189

On the south by the lands of West Virginia Pulp & Paper Co.

On the west by the lands of West Virginia Pulp & Paper Co.

- This Lease shall remain in force for a primary term of I year from this date. Lessee further covenants to commence drilling and to continue and complete with reasonable diligence, One (1) well within the primary term of this Lease. If the initial well is completed as a producer of oil and/or gas, Lessee shall complete drilling of a least One (1) additional well on the premises within Two (2) years after the completion of the first well. The Primary term shall be extended for each completed well site for so long thereafter as oil and gas, or either of them, is produced in paying quantities from the respective well site. A well shall be deemed completed when it is producing oil or gas or it is determined it cannot produce oil and gas in paying quantities. It is the intention of the parties that Lessee shall reasonably develope the premises as herein specified. If Lessee fails to reasonably develope the premises as herein specified, the Lease shall be forfeited as to the undeveloped acreage and Lessee shall execute and deliver to Lessor appropriately executed partial releases from the operation of the Lease of the undeveloped acreage.
- 3. Lessee convenants and agrees (a) to pay all oil and gas royalties to the Lessor withing Thirty (30) days after the operator or producer sells said oil and gas; (b) to deliver to the credit of Lessor, free of cost, in tanks or pipelines, as royalty, the equal one-eighth (1/8th) of the oil produced and saved from the Premises; (c) to pay Lessor monthly the higher of the (i) field market price at the wellhead; or (ii) sales price obtained by Lessee for one-eighth (1/8th) of the gas (except stored gas, produced and marketed from the Premises), measured in accordance with Boyle's law for the measurement of gas at varying temperatures on the basis of 10 ounces above 14.4 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit without allowance for temperature and barometric variations, such field market price to be equal to the prevailing price offered by the natural gas utility company purchasing gas produced in the area under substantially similar circumstances and condition. 04/12/2024

LAW OFFICES SCHULER, WALTMAN & KNOWLING PHONE: (216) 674-3055

- 4. All payments due under this Lease shall be made or tendered to Lessor by check payable to the order of and mailed to Anna L. McDowell, Box 411, Killbuck, Ohio 44637, who owns an undivided 1/16th interest, and the named person shall continue to receive any and all sums payable under this Lease regardless of changes in ownership in the Premises or in the oil or gas or their constituents, or in the rentals, royalties or other payments accruing hereunder, until delivery to Lessee of evidence of change of ownership as hereinafter provided. Said rental payment of fifty (\$50) Dollars per acreshall be made to the above party within twenty-one (21) days after receipt of the herein Lease and shall be pro-rated according to the interest owned.
- 5. All roads, sites for wells, tanks and pipelines serving these wells exclusively (except those laid by the Lessor) etc. shall be agreed upon by Lessor and Lessee as to the location, sites and sizes. Lessee shall bury below plow depth all pipelines servicing the wells on these Premises. Lessee shall repair or pay for all damages caused by operations under this Lease, within Sixty (60) days after said damage occurs. Lessee shall restore all land to original contour and Lessee further agrees to surround all tanks, separators, six (6) feet and said fence shall have aesthetic value.
- 6. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple therein, then the royalties, rentals, and other sums payable hereunder shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the Premises or in the royalties, rentals and other sums payable hereunder shall be binding on the Lessee until written notice thereof is given to Lessee together with the original instrument of conveyance or assignment or a duly certified copy thereof and such other evidence or documents as Lessee may reasonably request as proof of such conveyance or assignment or the validity thereof.
- 7. If the Premises are owned by two or more parties, or the ownership of any interest therein shall hereafter be transferred by sale, devise, operation of law or otherwise, the Premises nevertheless may be held, developed and operated as an entirety, and the royalties, rentals and other sums payable hereunder shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire acreage of the Premise 8. Lessee shall have the privilege of using royalties and rentals provided hereunder have been fully paid, Lessee shall have the right at any time during or within a Ninety (90) day period after the expiration of this Lease to remove all pipe, well casing, machinery, equipment or fixtures placed on or in the Premises. Lessee shall have the right to surrender this Lease or any portion thereof by written notice to Lessor with the endorsement of surrendered, or by returning the Lease to the Lessor with the endorsement of surrender thereof, which shall be a full and legal the notice of surrender shall describe and a cancellation of all liabilities under the same of the parties hereto relating in any way to the portion or all of the Premises described in the notice of surrendered, and the rentals payable hereunder shall be reduced in proportion to the acreage surrendered.
- 9. In the event Lessee is unable to perform any acts or acts contemplated by this Lease by reason of major force including, without limitation, acts of God, strikes and governmental restrictions or other occurrences beyond Lessee's reasonable control this Lease shall nevertheless remain in full force and effect until Lessee can perform said act or acts.
- 10. Any notice required hereunder to Lessor or Lessee shall be deemed to have been properly given or received when delivered in person or three (3) days after the same has been deposited in the United States mail, postage prepaid, properly addressed, in the case of Lessor, to the person and at the address to which payments are to be made or tendered to Lessor pursuant to Section 4 hereof and, in the case of Lessee, to the address appearing in the

04/12/2024

RECEIVED

OIL & GAS DIVISION
DEPT. OF MINES

LAW OFFICES
SCHULER, WALTMAN
& KNOWLING
ROFESSIONAL BUILDING
LLERSBURG, OHIO 44854

heading of this Lease or to such other person and/or address as either Lessor or Lessee may designate by notice to the other in the manner herein provided.

- 11. All covenants by and agreements of the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the Premises. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties with respect to the subject matter hereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties of either of them.
- 12. When trees of marketable size must be removed for drilling purposed the logs shall be left in a position for removal by Lessor or his agent and Lessee agrees to repair all fences, earth, gates, and damage caused by the herein drilling. Lessor shall reclaim surface contours within Sixty (60) days of cessation of operating under this Lease.
- 13. Lessee agrees not to flare any gas from the well unless agreed upon by mutual consent.
- 14. Lessor may at their own risk and expense connect a pipeline to each wellhead and/or separator for the conveyance of gas to be used on these premises, and said gas is not to exceed 300,000 cubic feet per well, per year. If Lessor's use of gas exceeds 300,000 cubic feet per well, per year, then the herein Lessor shall pay the wellhead price.
- 15. When the herein well or wells are not producing in paying quantities, the Lessor shall have the election to purchase the herein well or wells at the salvage value. Salvage value shall be determined by a non-interested party who is an expert in determining salvage value of wells.

IN WITNESS WHEREOF, the Lessor has signed this instrument as of the date first written above.

Signed and Acknowledged in the presence of:

Bevery E. Dresse

Columbia Energy Systems, Inc.

McDowell

cordinara Energy Systems, In

By:

LAW OFFICES
SCHULER, WALTMAN
& KNOWLING
PROFESSIONAL BUILDING
MILLERSBURG, OHIO 44654
PHONE: (216) 674-3055

DEGETY 04/12/2024 AUG 2 6 1982

OIL & GAS DIVISION
DEPT. OF MINES

2

STATE OF OHIO )
SS. HOLMES COUNTY )

Before me, a Notary Public, in and for said County and State, personally appeared the above named Anna L. McDowell, who acknowledged to me that she did execute the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Nilleubuy Ohio, this 3rd day of March 1962

JOHN R. WALTMAN, Attorney At Law Notary Public - State of Ohio My commission has no expiration date. Section 147.03 R. C.

STATE OF OHIO )
COUNTY )

Before me, a Notary Public, in and for said County and State, personally appeared the above named who acknowledged to me that they did executed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Ohio, this day of 19

This Instrument Prepared By:

John R. Waltman Attorney at Law Professional Building Millersburg, Ohio 44654

LAW OFFICES
SCHULER, WALTMAN
& KNOWLING
PROFESSIONAL BUILDING
MILLERSBURG, OHIO 44654



STATE OF WEST VIRGINIA,

(Form CC No. 1)

Ritchie County Commission Clerk's Office, \_\_\_\_\_\_April 7th \_, 19\_82 \_\_at 11:50 o'clock A. M. The foregoing writing, with the certificate of acknowledgment thereto, was this day admitted to record in said office.

Teste: Linda B. Mary, Clerk



DEPT. OF MINES

### OIL AND GAS LEASE

This Agreement made and entered into this aday of the second by and between Carlton Kester and Faye I. Kester, a married couple, Rt. #1, Box 93, St. Mary, West Virginia 26170 hereinafter called "Lessor", and Columbia Energy Systems, Inc, P.O. Box 06072, Columbus, Ohio 43206, hereinafter called "Lessee".

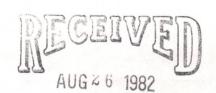
### WITNESSETH That:

Lessor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements herein contained, does hereby grant and lease exclusively unto Lessee the lands hereinafter described (hereinafter called the "Premises"), for the purposes of exploring, drilling, and operating for, producing, removing and marketing gas and oil, or either of them, and /or their constituents and of injecting air, gas, water, brine, and other substances from theses premises and into any subsurface strata, other than potable water strata and workable coal strata, together with the right to enter into and upon the Premises at all times for the aforesaid purpose and to use and occupy such portions of the Premises as may be necessary or convenient for the aforesaid purposes and to install and maintain tanks, equipment and facilities thereon at a location mutually agreed upon by Lessee and Lessor, the Premises being all of that tract of land situated in the District of Grant, County of Ritchie, State of West Virginia, and on the waters of Brushy Run, and described as Follows: Being 1 acre of the three tracts described in that Deed in Deed book 122 at page 198 of the records of Ritchie County, and dated September 12, 1949 in which Theodore B. Starr conveyed to James French and Edna French his wife the three tracts of 64.81 acres, 10 acres, and 12 acres for the total of 88.81 acres more or less, and bounded substantially as follows.

On the north by the lands of Vernon R. Beymer
On the east by the lands of Frances V. Starr
On the south by the lands of West Virginia Pulp & Paper Co.
On the west by the lands of West Virginia Pulp & Paper Co.

- 2. This Lease shall remain in force for a primary term of 1 year from this date. Lessee further covenants to commence drilling and to continue and complete with reasonable diligence, One (1) well within the primary term of this Lease. If the initial well is completed as a producer of oil and/or gas, Lessee shall complete drilling of a least One (1) additional well on the premises within Two (2) years after the completion of the first well. The Primary term shall be extended for each completed well site for so long thereafter as oil and gas, or either of them, is produced in paying quantities from the respective well site. A well shall be deemed completed when it is producing oil or gas or it is determined it cannot produce oil and gas in paying quantities. It is the intention of the parties that Lessee shall reasonably develope the premises as herein specified. If Lessee fails to reasonably develope the premises as herein specified, the Lease shall be forfeited as to the undeveloped acreage and Lessee shall execute and deliver to Lessor appropriately executed partial releases from the operation of the Lease of the undeveloped acreage.
- 3. Lessee convenants and agrees (a) to pay all oil and gas royalties to the Lessor withing Thirty (30) days after the operator or producer sells said oil and gas; (b) to deliver to the credit of Lessor, free of cost, in tanks or pipelines, as royalty, the equal one-eighth (1/8th) of the oil produced and saved from the Premises; (c) to pay Lessor monthly the higher of the (i) field market price at the wellhead; or (ii) sales price obtained by Lessee for one-eighth (1/8th) of the gas (except stored gas, produced and marketed from the Premises), measured in accordance with Boyle's law for the measurement of gas at varying temperatures on the basis of 10 ounces above 14.4 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit without allowance for temperature and barometric variations, such field market price to be equal to the prevailing price offered by the natural gas utility company purchasing gas produced in the area under substantially similar circumstances.

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PHONE: (216) 674-3055



- 4. All payments due under this Lease shall be made or tendered to Lessor by check payable to the order of and mailed to Carlton Kester, Rt. #1, Box 93, ST. Mary, West Virginia 26170, who owns an undivided 1/64th interest, and the named person shall continue to receive any and all sums payable under this Lease regardless of changes in ownership in the Premises or in the oil or gas or their constituents, or in the rentals, royalties or other payments accruing hereunder, until delivery to Lessee of evidence of change of ownership as hereinafter provided. Said rental payment of fifty (\$50) Dollars per acre shall be made to the above party within twenty-one (21) days after receipt of the herein Lease and shall be pro-rated according to the interest owned.
- 5. All roads, sites for wells, tanks and pipelines serving these wells exclusively (except those laid by the Lessor) etc. shall be agreed upon by Lessor and Lessee as to the location, sites and sizes. Lessee shall bury below plow depth all pipelines servicing the wells on these Premises. Lessee shall repair or pay for all damages caused by operations under this Lease, within Sixty (60) days after said damage occurs. Lessee shall restore all land to original contour and Lessee further agrees to surround all tanks, separators, pumps, and oil and gas equipment by a wood fence which height shall be at least Six (6) feet and said fence shall have aesthetic value.
- 6. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple therein, then the royalties, rentals, and other sums payable hereunder shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the Premises or in the royalties, rentals and other sums payable hereunder shall be binding on the Lessee until written notice thereof is given to Lessee together with the original instrument of conveyance or assignment or a duly certified copy thereof and such other evidence or documents as Lessee may reasonably request as proof of such conveyance or assignment or the validity thereof.
- 7. If the Premises are owned by two or more parties, or the ownership of any interest therein shall hereafter be transferred by sale, devise, operation of law or otherwise, the Premises nevertheless may be held, developed and operated as an entirety, and the royalties, rentals and other sums payable hereunder shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire acreage of the Premise 8. Lessee shall have the privilege of using sufficient oil, gas and water for operating on the Premises and provided all royalties and rentals provided hereunder have been fully paid, Lessee shall have the right at any time during or within a Ninety (90) day period after the expiration of this Lease to remove all pipe, well casing, machinery, equipment or fixtures placed on or in the Premises. Lessee shall have the right to surrender this Lease or any portion thereof by written notice to Lessor describing the Portion surrendered, or by returning the Lease to the Lessor with the endorsement of surrender thereof, which shall be a full and legal surrender of this Lease as to all of the Premises or such portion thereof as the notice of surrender shall describe and a cancellation of all liabilities under the same of the parties hereto relating in any way to the portion or all of the Premises described in the notice of surrender, and the rentals payable hereunder shall be reduced in proportion to the acreage surrendered.
- 9. In the event Lessee is unable to perform any acts or acts contemplated by this Lease by reason of major force including, without limitation, acts of God, strikes and governmental restrictions or other occurrences beyond Lessee's reasonable control this Lease shall nevertheless remain in full force and effect until Lessee can perform said act or acts.
- 10. Any notice required hereunder to Lessor or Lessee shall be deemed to have been properly given or received when delivered in person or three (3) days after the same has been deposited in the United States mail, postage prepaid, properly addressed, in the case of Lessor, to the person and at the address to which payments are to be made or tendered to Lessor pursuant to Section 4 hereof and, in the case of Lessee, to the address appearing in the

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DEPT. OF MINES

heading of this Lease or to such other person and/or address as either Lessor or Lessee may designate by notice to the other in the manner herein provided.

- 11. All covenants by and agreements of the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the Premises. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties with respect to the subject matter hereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties of either of them.
- 12. When trees of marketable size must be removed for drilling purposed the logs shall be left in a position for removal by Lessor or his agent and Lessee agrees to repair all fences, earth, gates, and damage caused by the herein drilling. Lessor shall reclaim surface contours within Sixty (60) days of cessation of operating under this Lease.
- 13. Lessee agrees not to flare any gas from the well unless agreed upon by mutual consent.
- 14. Lessor may at their own risk and expense connect a pipeline to each wellhead and/or separator for the conveyance of gas to be used on these premises, and said gas is not to exceed 300,000 cubic feet per well, per year. If Lessor's use of gas exceeds 300,000 cubic feet per well, per year, then the herein Lessor shall pay the wellhead price.
- 15. When the herein well or wells are not producing in paying quantities, the Lessor shall have the election to purchase the herein well or wells at the salvage value. Salvage value shall be determined by a non-interested party who is an expert in determining salvage value of wells.

IN WITNESS WHEREOF, the Lessor has signed this instrument as of the date first written above.

Signed and Acknowledged in the presence of:

Lucad Carlton Kester

Faye I. Kester

Faye I. Kester

Columbia Energy Systems, Inc.

By:\_\_\_\_

By:\_\_\_\_

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& KNOWLING
PROFESSIONAL BUILDING
MILLERSBURG, OHIO 44854
PHONE: (216) 674-3083

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OIL & GAS DIVISION
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STATE OF WEST VIRGINIA ) SS.

Before me, a Notary Public, in and for said County and State, personally appeared the above named Carlton Kester and Faye I. Kester, who acknowledged to me that they did execute the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Pleasants County wo this 5th day of March 1982

RICHARD L. LEWIS

NOTARY PUBLIC
PLEASANTS COUNTY
MY COMMISSION EXPIRES
JANUARY 9, 1991

elles

STATE OF OHIO )
COUNTY )

Before me, a Notary Public, in and for said County and State, personally appeared the above named who acknowledged to me that they did executed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Ohio, this day of 19

This Instrument Prepared By:

John R. Waltman Attorney at Law Professional Building Millersburg, Ohio 44654

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FILLERSBURG, OHIO 44654
PHONE: (216) 674-3055



(Form CC No. 1)

STATE OF WEST VIRGINIA,

Ritchie County Commission Clerk's Office, ------April 7th 19 82 at 11:50 o'clock A. M. The foregoing writing, with the certificate of acknowledgment thereto, was this day admitted to record in said office. Teste: Linda B. Marg)...., Clerk

AUG 2 6 1982

OIL & GAS DIVISION
DEPT. OF MINES

### OIL AND GAS LEASE

This Agreement made and entered into this Aday of March
by and between Thelma Ordway and R.B. Ordway, a married couple, 102 Mountain
View Drive, Route 1, West Hills, New Market, Tennessee 37820, hereinafter
called "Lessor", and Columbia Energy Systems, Inc, P.O. Box 06072, Columbus,
Ohio 43206, hereinafter called "Lessee".

### WITNESSETH That:

1. Lessor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements herein contained, does hereby grant and lease exclusively unto Lessee the lands hereinafter described (hereinafter called the "Premises"), for the purposes of exploring, drilling, and operating for, producing, removing and marketing gas and oil, or either of them, and /or their constituents and of injecting air, gas, water, brine, and other substances from theses premises and into any subsurface strata, other than potable water strata and workable coal strata, together with the right to enter into and upon the Premises at all times for the aforesaid purpose and to use and occupy such portions of the Premises as may be necessary or convenient for the aforesaid purposes and to install and maintain tanks, equipment and facilities thereon at a location mutually agreed upon by Lessee and Lessor, the Premises being all of that tract of land situated in the District of Grant, County of Ritchie, State of West Virginia, and on the waters of Brushy Run, and described as Follows: Being 1 acre of the three tracts described in that Deed in Deed book 122 at page 198 of the records of Ritchie County, and dated September 12, 1949 in which Theodore B. Starr conveyed to James French and Edna French his wife the three tracts of 64.81 acres, 10 acres, and 12 acres for the total of 88.81 acres more or less, and bounded substantially as follows.

On the north by the lands of Vernon R. Beymer
On the east by the lands of Frances V. Starr
On the south by the lands of West Virginia Pulp & Paper Co.
On the west by the lands of West Virginia Pulp & Paper Co.

- 2. This Lease shall remain in force for a primary term of 1 year from this date. Lessee further covenants to commence drilling and to continue and complete with reasonable diligence, One (1) well within the primary term of this Lease. If the initial well is completed as a producer of oil and/or gas, Lessee shall complete drilling of a least One (1) additional well on the premises within Two (2) years after the completion of the first well. The Primary term shall be extended for each completed well site for so long thereafter as oil and gas, or either of them, is produced in paying quantities from the respective well site. A well shall be deemed completed when it is producing oil or gas or it is determined it cannot produce oil and gas in paying quantities. It is the intention of the parties that Lessee shall reasonably develope the premises as herein specified. If Lessee fails to reasonably develope the premises as herein specified, the Lease shall be forfeited as to the undeveloped acreage and Lessee shall execute and deliver to Lessor appropriately executed partial releases from the operation of the Lease of the undeveloped acreage.
- 3. Lessee convenants and agrees (a) to pay all oil and gas royalties to the Lessor withing Thirty (30) days after the operator or producer sells said oil and gas; (b) to deliver to the credit of Lessor, free of cost, in tanks or pipelines, as royalty, the equal one-eighth (1/8th) of the oil produced and saved from the Premises; (c) to pay Lessor monthly the higher of the (i) field market price at the wellhead; or (ii) sales price obtained by Lessee for one-eighth (1/8th) of the gas (except stored gas, produced and marketed from the Premises), measured in accordance with Boyle's law for the measurement of gas at varying temperatures on the basis of 10 ounces above 14.4 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit without allowance for temperature and barometric variations, such field market price to be equal to the prevailing price offered by the natural gas utility company purchasing gas produced in the area under substantially similar circumstances and

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- 4. All payments due under this Lease shall be made or tendered to Lessor by check payable to the order of and mailed to Thelma Ordway, 102 Mountain View Drive, Route 1, West Hills, New Market, Tennessee 37820, who owns an undivided 1/64th interest, and the named person shall continue to receive any and all sums payable under this Lease regardless of changes in ownership in the Premises or in the oil or gas or their constituents, or in the rentals, royalties or other payments accruing hereunder, until delivery to Lessee of evidence of change of ownership as hereinafter provided. Said rental payment of fifty (\$50) Dollars per acre shall be made to the above party within twenty-one (21) days after receipt of the herein Lease and shall be pro-rated according to the interest owned.
- 5. All roads, sites for wells, tanks and pipelines serving these wells exclusively (except those laid by the Lessor) etc. shall be agreed upon by Lessor and Lessee as to the location, sites and sizes. Lessee shall bury below plow depth all pipelines servicing the wells on these Premises. Lessee shall repair or pay for all damages caused by operations under this Lease, within Sixty (60) days after said damage occurs. Lessee shall restore all land to original contour and Lessee further agrees to surround all tanks, separators, pumps, and oil and gas equipment by a wood fence which height shall be at least Six (6) feet and said fence shall have aesthetic value.
- 6. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple therein, then the royalties, rentals, and other sums payable hereunder shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the Premises or in the royalties, rentals and other sums payable hereunder shall be binding on the Lessee until written notice thereof is given to Lessee together with the original instrument of conveyance or assignment or a duly certified copy thereof and such other evidence or documents as Lessee may reasonably request as proof of such conveyance or assignment or the validity thereof.
- 7. If the Premises are owned by two or more parties, or the ownership of any interest therein shall hereafter be transferred by sale, devise, operation of law or otherwise, the Premises nevertheless may be held, developed and operated as an entirety, and the royalties, rentals and other sums payable hereunder shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire acreage of the Premise 8. Lessee shall have the privilege of using sufficient oil, gas and water for operating on the Premises and provided all royalties and rentals provided hereunder have been fully paid, Lessee shall have the right at any time during or within a Ninety (90) day period after the expiration of this Lease to remove all pipe, well casing, machinery, equipment or fixtures placed on or in the Premises. Lessee shall have the right to surrender this Lease or any portion thereof by written notice to Lessor describing the Portion surrendered, or by returning the Lease to the Lessor with the endorsement of surrender thereof, which shall be a full and legal surrender of this Lease as to all of the Premises or such portion thereof as the notice of surrender shall describe and a cancellation of all liabilities under the same of the parties hereto relating in any way to the portion or all of the Premises described in the notice of surrendered, and the rentals payable hereunder shall be reduced in proportion to the acreage surrendered.
- 9. In the event Lessee is unable to perform any acts or acts contemplated by this Lease by reason of major force including, without limitation, acts of God, strikes and governmental restrictions or other occurrences beyond Lessee's reasonable control this Lease shall nevertheless remain in full force and effect until Lessee can perform said act or acts.
- 10. Any notice required hereunder to Lessor or Lessee shall be deemed to have been properly given or received when delivered in person or three (3) days after the same has been deposited in the United States mail, postage prepaid, properly addressed, in the case of Lessor, to the person and at the address to which payments are to be made or tendered to Lessor pursuant to Section 4 hereof and, in the case of Lessee, to the address appear 12/2024

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heading of this Lease or to such other person and/or address as either Lessor or Lessee may designate by notice to the other in the manner herein provided.

- 11. All covenants by and agreements of the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the Premises. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties with respect to the subject matter hereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties of either of them.
- 12. When trees of marketable size must be removed for drilling purposed the logs shall be left in a position for removal by Lessor or his agent and Lessee agrees to repair all fences, earth, gates, and damage caused by the herein drilling. Lessor shall reclaim surface contours within Sixty (60) days of cessation of operating under this Lease.
- 13. Lessee agrees not to flare any gas from the well unless agreed upon by mutual consent.
- 14. Lessor may at their own risk and expense connect a pipeline to each wellhead and/or separator for the conveyance of gas to be used on these premises, and said gas is not to exceed 300,000 cubic feet per well, per year. If Lessor's use of gas exceeds 300,000 cubic feet per well, per year, then the herein Lessor shall pay the wellhead price.
- 15. When the herein well or wells are not producing in paying quantities, the Lessor shall have the election to purchase the herein well or wells at the salvage value. Salvage value shall be determined by a non-interested party who is an expert in determining salvage value of wells.

IN WITNESS WHEREOF, the Lessor has signed this instrument as of the date first written above.

Signed and Acknowledged in the presence of:

Thelma Orday

Thelma Orday

R.B. Ordway

Columbia Energy Systems, Inc.

By:

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& KNOWLING
PROFESSIONAL BUILDING
MILLERSBURG, OH O 44654
PHONE: (216) 674-3055

RECEIVED AUG 2 6 1982

By:

04/12/2024
OIL & GAS DIVISION
DEPT. OF MINES

STATE OF TENNESSEE )
SS.

Before me, a Notary Public, in and for said County and State, personally appeared the above named R.B. Ordway and Thelma Ordway, who acknowledged to me that they did execute the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at few Market, The Ohio, this 12th day of 1982

Notary Publice my Com. Eyp. : Heb 19, 1986

STATE OF OHIO )
COUNTY )

Before me, a Notary Public, in and for said County and State, personally appeared the above named who acknowledged to me that they did executed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at  $$\operatorname{\textsc{Ohio}}$, this $\operatorname{\textsc{day}}$ of $19$$ 

This Instrument Prepared By:

John R. Waltman Attorney at Law Professional Building Millersburg, Ohio 44654

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& KNOWLING
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PHONE: (216) 674-3055

AUG 2 6 1982

OIL & GAS DIVISION

DEPT. OF MINES

STATE OF WEST VIRGINIA,

(Form CC No. 1)



OIL & GAS DIVISION
DEPT. OF MINES

### OIL AND GAS LEASE

This Agreement made and entered into this 17 day of March 1912 by and between Isabell Armbrister, a widow, 19510 Sandy Shore, Humble, Texas 77338 hereinafter called "Lessor", and Columbia Energy Systems, Inc, P.O. Box 06072, Columbus, Ohio 43206, hereinafter called "Lessee".

#### WITNESSETH That:

1. Lessor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements herein contained, does hereby grant and lease exclusively unto Lessee the lands hereinafter described (hereinafter called the "Premises"), for the purposes of exploring, drilling, and operating for, producing, removing and marketing gas and oil, or either of them, and /or their constituents and of injecting air, gas, water, brine, and other substances from theses premises and into any subsurface strata, other than potable water strata and workable coal strata, together with the right to enter into and upon the Premises at all times for the aforesaid purpose and to use and occupy such portions of the Premises as may be necessary or convenient for the aforesaid purposes and to install and maintain tanks, equipment and facilities thereon at a location mutually agreed upon by Lessee and Lessor, the Premises being all of that tract of land situated in the District of Grant, County of Ritchie, State of West Virginia, and on the waters of Brushy Run, and described as Follows: Being 1 acre of the three tracts described in that Deed in Deed book 122 at page 198 of the records of Ritchie County, and dated September 12, 1949 in which Theodore B. Starr conveyed to James French and Edna French his wife the three tracts of 64.81 acres, 10 acres, and 12 acres for the total of 88.81 acres more or less, and bounded substantially as follows.

On the north by the lands of Vernon R. Beymer On the east by the lands of Frances V. Starr  ${\sf V}$ 

- On the south by the lands of West Virginia Pulp & Paper Co. On the west by the lands of West Virginia Pulp & Paper Co.
- 2. This Lease shall remain in force for a primary term of 1 year from this date. Lessee further covenants to commence drilling and to continue and complete with reasonable diligence, One (1) well within the primary term of this Lease. If the initial well is completed as a producer of oil and/or gas, Lessee shall complete drilling of a least One (1) additional well on the primary term shall be extended for each completion of the first well. The Primary term shall be extended for each completed well site for so long thereafter as oil and gas, or either of them, is produced in paying quantities from the respective well site. A well shall be deemed completed when it is producing oil or gas or it is determined it cannot produce oil and gas in paying quantities. It is the intention of the parties that Lessee shall reasonably develope the premises as herein specified. If Lessee fails to reasonably develope the premises as herein specified, the Lease shall be forfeited as to the undeveloped acreage and Lessee shall execute and deliver to Lessor appropriately executed partial releases from the operation of the Lease of the undeveloped acreage.
- 3. Lessee convenants and agrees (a) to pay all oil and gas royalties to the Lessor withing Thirty (30) days after the operator or producer sells said oil and gas; (b) to deliver to the credit of Lessor, free of cost, in tanks or pipelines, as royalty, the equal one-eighth (1/8th) of the oil produced and saved from the Premises; (c) to pay Lessor monthly the higher of the (i) field market price at the wellhead; or (ii) sales price obtained by Lessee for one-eighth (1/8th) of the gas (except stored gas, produced and marketed from the Premises), measured in accordance with Boyle's law for the measurement of gas at varying temperatures on the basis of 10 ounces above 14.4 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit without allowance for temperature and barometric variations, such field market price to be equal to the prevailing price offered by the natural gas utility company purchasing gas produced in the area under substantially similar circumstances and condition.

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LERSBURG, OHIO 44654

- 4. All payments due under this Lease shall be made or tendered to Lessor by check payable to the order of and mailed to Isabel Armbrister, 19510 Sandy Shore, Humble, Texas 77338, who owns an undivided 1/64th interest, and the named person shall continue to receive any and all sums payable under this Lease regardless of changes in ownership in the Premises or in the oil or gas or their constituents, or in the rentals, royalties or other payments accruing hereunder, until delivery to Lessee of evidence of change of ownership as hereinafter provided. Said rental payment of fifty (\$50) Dollars per acre shall be made to the above party within twenty-one (21) days after receipt of the herein Lease and shall be pro-rated according to the interest owned.
- 5. All roads, sites for wells, tanks and pipelines serving these wells exclusively (except those laid by the Lessor) etc. shall be agreed upon by Lessor and Lessee as to the location, sites and sizes. Lessee shall bury below plow depth all pipelines servicing the wells on these Premises. Lessee shall repair or pay for all damages caused by operations under this Lease, within Sixty (60) days after said damage occurs. Lessee shall restore all land to original contour and Lessee further agrees to surround all tanks, separators, pumps, and oil and gas equipment by a wood fence which height shall be at least Six (6) feet and said fence shall have aesthetic value.
- 6. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple therein, then the royalties, rentals, and other sums payable hereunder shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the Premises or in the royalties, rentals and other sums payable hereunder shall be binding on the Lessee until written notice thereof is given to Lessee together with the original instrument of conveyance or assignment or a duly certified copy thereof and such other evidence or documents as Lessee may reasonably request as proof of such conveyance or assignment or the validity thereof.
- 7. If the Premises are owned by two or more parties, or the ownership of any interest therein shall hereafter be transferred by sale, devise, operation of law or otherwise, the Premises nevertheless may be held, developed and operated as an entirety, and the royalties, rentals and other sums payable hereunder shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire acreage of the Premise 8. Lessee shall have the privilege of using sufficient oil, gas and water for operating on the Premises and provided all royalties and rentals provided hereunder have been fully paid, Lessee shall have the right at any time during or within a Ninety (90) day period after the expiration of this Lease to remove all pipe, well casing, machinery, equipment or fixtures placed on or in the Premises. Lessee shall have the right to surrender this Lease or any portion thereof by written notice to Lessor describing the Portion surrendered, or by returning the Lease to the Lessor with the endorsement of surrender thereof, which shall be a full and legal surrender of this Lease as to all of the Premises or such portion thereof as the notice of surrender shall describe and a cancellation of all liabilities under the same of the parties hereto relating in any way to the portion or all of the Premises described in the notice of surrender, and the rentals payable hereunder shall be reduced in proportion to the acreage surrendered.
- 9. In the event Lessee is unable to perform any acts or acts contemplated by this Lease by reason of major force including, without limitation, acts of God, strikes and governmental restrictions or other occurrences beyond Lessee's reasonable control this Lease shall nevertheless remain in full force and effect until Lessee can perform said act or acts.
- 10. Any notice required hereunder to Lessor or Lessee shall be deemed to have been properly given or received when delivered in person or three (3) days after the same has been deposited in the United States mail, postage prepaid, properly addressed, in the case of Lessor, to the person and at the address to which payments are to be made or tendered to Lessor pursuant to Section 4 hereof and, in the case of Lessee, to the address appearing in the

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44654
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04/12/2024 REGELVED AUG 2 6 1982 heading of this Lease or to such other person and/or address as either Lessor or Lessee may designate by notice to the other in the manner herein provided.

- 11. All covenants by and agreements of the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the Premises. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties with respect to the subject matter hereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties of either of them.
- 12. When trees of marketable size must be removed for drilling purposed the logs shall be left in a position for removal by Lessor or his agent and Lessee agrees to repair all fences, earth, gates, and damage caused by the herein drilling. Lessor shall reclaim surface contours within Sixty (60) days of cessation of operating under this Lease.
- 13. Lessee agrees not to flare any gas from the well unless agreed upon by mutual consent.
- 14. Lessor may at their own risk and expense connect a pipeline to each wellhead and/or separator for the conveyance of gas to be used on these premises, and said gas is not to exceed 300,000 cubic feet per well, per year. If Lessor's use of gas exceeds 300,000 cubic feet per well, per year, then the herein Lessor shall pay the wellhead price.
- 15. When the herein well or wells are not producing in paying quantities, the Lessor shall have the election to purchase the herein well or wells at the salvage value. Salvage value shall be determined by a non-interested party who is an expert in determining salvage value of wells.

IN WITNESS WHEREOF, the Lessor has signed this instrument as of the date first written above.

Signed and Acknowledged in the presence of:

Jean Williams

Juaxita J. Urmhrus Tea Isabel Armbrister aka Juanita I. Armbrister

Columbia Energy Systems, Inc.

ву:\_

By:

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& KNOWLING
PROFESSIONAL BUILDING
MILLERSBURG, OHIO 44654
PHONE: (216) 674-3085



HARRIST

STATE OF TEXAS ) SS.

Before me, a Notary Public, in and for said County and State, personally appeared the above named Isabel Armbrister, who acknowledged to me that she did execute the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at fumble sexus this if day of much 1982

JOHNNIE L. WILLKENS
Notary Public State of Texas

STATE OF OHIO )

My Commission Expires March 23, 1985

SS.

Bonded by L. Alexander Lovett, Lawyers Surely Corp.

COUNTY )

Before me, a Notary Public, in and for said County and State, personally appeared the above named who acknowledged to me that they did executed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at  $$\operatorname{\textsc{Ohio}}$, this $\operatorname{\textsc{day}}$ of $19$$ 

This Instrument Prepared By:

John R. Waltman Attorney at Law Professional Building Millersburg, Ohio 44654

LAW OFFICES
SCHULER, WALTMAN
& KNOWLING
PROFESSIONAL BUILDING
MILLERSBURG, OHIO 44654
PHONE: (216) 674-3055



OIL & GAS DIVISION
DEPT. OF MINES

DEPT. DE MINES

MECETVED SOL

Testes Sund 9. h.	Recorded in LEASE	19at	County, W. Va	of the Clerk of the County Commission of Ritchie	Filed and admitted to record in the office
in B.	LEASE	11:50	Va	f the County	dmitted to
Page A		o'clock & M	APR 7 1982	Commissio	record in
<i>Sos</i>		M.	82	n of Ritchie	the office

### OIL AND GAS LEASE

This Agreement made and entered into this State day of March 1952 by and between Rosalee I. Mooney, a widow, 468 Mississippi Avenue, Tice, Florida 33905, hereinafter called "Lessor", and Columbia Energy Systems, Inc, P.O. Box 06072, Columbus, Ohio 43206, hereinafter called "Lessee".

### WITNESSETH That:

1. Lessor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements herein contained, does hereby grant and lease exclusively unto Lessee the lands hereinafter described (hereinafter called the "Premises"), for the purposes of exploring, drilling, and operating for, producing, removing and marketing gas and oil, or either of them, and /or their constituents and of injecting air, gas, water, brine, and other substances from theses premises and into any subsurface strata, other than potable water strata and workable coal strata, together with the right to enter into and upon the Premises at all times for the aforesaid purpose and to use and occupy such portions of the Premises as may be necessary or convenient for the aforesaid purposes and to install and maintain tanks, equipment and facilities thereon at a location mutually agreed upon by Lessee and Lessor, the Premises being all of that tract of land situated in the District of Grant, County of Ritchie, State of West Virginia, and on the waters of Brushy Run, and described as Follows: Being 1 acre of the three tracts described in that Deed in Deed book 122 at page 198 of the records of Ritchie County, and dated September 12, 1949 in which Theodore B. Starr conveyed to James French and Edna French his wife the three tracts of 64.81 acres, 10 acres, and 12 acres for the total of 88.81 acres more or less, and bounded substantially as follows.

On the north by the lands of Vernon R. Beymer
On the east by the lands of Frances V. Starr
On the south by the lands of West Virginia Pulp & Paper Co.
On the west by the lands of West Virginia Pulp & Paper Co.

- 2. This Lease shall remain in force for a primary term of 1 year from this date. Lessee further covenants to commence drilling and to continue and complete with reasonable diligence, One (1) well within the primary term of this Lease. If the initial well is completed as a producer of oil and/or gas, Lessee shall complete drilling of a least One (1) additional well on the premises within Two (2) years after the completion of the first well. The Primary term shall be extended for each completed well site for so long thereafter as oil and gas, or either of them, is produced in paying quantities from the respective well site. A well shall be deemed completed when it is producing oil or gas or it is determined it cannot produce oil and gas in paying quantities. It is the intention of the parties that Lessee shall reasonably develope the premises as herein specified. If Lessee fails to reasonably develope the premises as herein specified, the Lease shall be forfeited as to the undeveloped acreage and Lessee shall execute and deliver to Lessor appropriately executed partial releases from the operation of the Lease of the undeveloped acreage.
- 3. Lessee convenants and agrees (a) to pay all oil and gas royalties to the Lessor withing Thirty (30) days after the operator or producer sells said oil and gas; (b) to deliver to the credit of Lessor, free of cost, in tanks or pipelines, as royalty, the equal one-eighth (1/8th) of the oil produced and saved from the Premises; (c) to pay Lessor monthly the higher of the (i) field market price at the wellhead; or (ii) sales price obtained by Lessee for one-eighth (1/8th) of the gas (except stored gas, produced and marketed from the Premises), measured in accordance with Boyle's law for the measurement of gas at varying temperatures on the basis of 10 ounces above 14.4 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit without allowance for temperature and barometric variations, such field market price to be equal to the prevailing price offered by the natural gas utility company purchasing gas produced in the area under substantially similar circumstances and condition.

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PHONE: (216) 674-3055

AUG 2 6 1982

- All payments due under this Lease shall be made or tendered to Lessor by check payable to the order of and mailed to Rosalee I. Mooney, 468 Mississippi Avenue, Tice, Florida 33905, who owns an undivided 1/64th 33905 , who owns an undivided 1/64th interest, and the named person shall continue to receive any and all sums payable under this Lease regardless of changes in ownership in the Premises or in the oil or gas or their constituents, or in the rentals, royalties or other payments accruing hereunder, until delivery to Lessee of evidence of change of ownership as hereinafter provided. Said rental payment of fifty (\$50) Dollars per acre shall be made to the above party within twenty-one (21) days after receipt of the herein Lease and shall be pro-rated according to the interest
- 5. All roads, sites for wells, tanks and pipelines serving these wells exclusively (except those laid by the Lessor) etc. shall be agreed upon by Lessor and Lessee as to the location, sites and sizes. Lessee shall bury below plow depth all pipelines servicing the wells on these Premises. Lessee shall repair or pay for all damages caused by operations under this Lease, within Sixty (60) days after said damage occurs. Lessee shall restore all land to original contour and Lessee further agrees to surround all tanks, separators, pumps, and oil and gas equipment by a wood fence which height shall be at least Six (6) feet and said fence shall have aesthetic value.
- If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple therein, then the royalties, rentals, and other sums payable hereunder shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the Premises or in the royalties, rentals and other sums payable hereunder shall be binding on the Lessee until written notice thereof is given to Lessee together with the original instrument of conveyance or assignment or a duly certified copy thereof and such other evidence or documents as Lessee may reasonably request as proof of such conveyance or assignment or the validity thereof.
- If the Premises are owned by two or more parties, or the ownership of any interest therein shall hereafter be transferred by sale, devise, operation of law or otherwise, the Premises nevertheless may be held, developed and operated as an entirety, and the royalties, rentals and other sums payable hereunder shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire acreage of the Premise 8. Lessee shall have the privilege of using sufficient oil, gas and water for operating on the Premises and provided all royalties and rentals provided hereunder have been fully paid, Lessee shall have the right at any time during or within a Ninety (90) day period after the expiration of this Lease to remove all pipe, well casing, machinery, equipment or fixtures placed on or in the Premises. Lessee shall have the right to surrender this Lease or any portion thereof by written notice to Lessor describing the Portion surrendered, or by returning the Lease to the Lessor with the endorsement of surrender thereof, which shall be a full and legal surrender of this Lease as to all of the Premises or such portion thereof as the notice of surrender shall describe and a cancellation of all liabilities under the same of the parties hereto relating in any way to the portion or all of the Premises described in the notice of surrender, and the rentals payable hereunder shall be reduced in proportion to the acreage surrendered.
- In the event Lessee is unable to perform any acts or acts contemplated by this Lease by reason of major force including, without limitation, acts of God, strikes and governmental restrictions or other occurrences beyond Lessee's reasonable control this Lease shall nevertheless remain in full force and effect until Lessee can perform said act or acts.
- 10. Any notice required hereunder to Lessor or Lessee shall be deemed to have been properly given or received when delivered in person or three (3) days after the same has been deposited in the United States mail, postage prepaid, properly addressed, in the case of Lessor, to the person and at the address to which payments are to be made or tendered to Lessor pursuant to Section 4 hereof and, in the case of Lessee, to the address appearing/12/2024

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heading of this Lease or to such other person and/or address as either Lessor or Lessee may designate by notice to the other in the manner herein provided.

- 11. All covenants by and agreements of the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the Premises. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties with respect to the subject matter hereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties of either of them.
- 12. When trees of marketable size must be removed for drilling purposed the logs shall be left in a position for removal by Lessor or his agent and Lessee agrees to repair all fences, earth, gates, and damage caused by the herein drilling. Lessor shall reclaim surface contours within Sixty (60) days of cessation of operating under this Lease.
- 13. Lessee agrees not to flare any gas from the well unless agreed upon by mutual consent.
- 14. Lessor may at their own risk and expense connect a pipeline to each wellhead and/or separator for the conveyance of gas to be used on these premises, and said gas is not to exceed 300,000 cubic feet per well, per year. If Lessor's use of gas exceeds 300,000 cubic feet per well, per year, then the herein Lessor shall pay the wellhead price.
- 15. When the herein well or wells are not producing in paying quantities, the Lessor shall have the election to purchase the herein well or wells at the salvage value. Salvage value shall be determined by a non-interested party who is an expert in determining salvage value of wells.

IN WITNESS WHEREOF, the Lessor has signed this instrument as of the date first written above.

Signed and Acknowledged in the presence of:

The the presence of	
Hereha D. Surham	Rosalee I. Mooney
Yerna R. Dahlke	Columbia Energy Systems, Inc.
	By:
	Bv:

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ILLERSBURG, OHIO 44854
PHONE: (218) 674-3055



OIL & GAS DIVISION
DEPT. OF MINES

STATE OF FLORIDA ) SS.

Before me, a Notary Public, in and for said County and State, personally appeared the above named Rosalee I. Mooney, who acknowledged to me that she did execute the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Fort Mysis, Ilvila, this 8th day of March 192

My Commission Expires August 24, 1982,

STATE OF OHIO )
COUNTY )

Before me, a Notary Public, in and for said County and State, personally appeared the above named who acknowledged to me that they did executed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at  $$\operatorname{\textsc{Ohio}}$, this $\operatorname{\textsc{day}}$ of $19$$ 

This Instrument Prepared By:

John R. Waltman Attorney at Law Professional Building Millersburg, Ohio 44654

LAW OFF CES
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& KNOWLING
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MILLERSBURG, ONIO 44654
PHONE: (216) 874-3055



STAT	TE OF WEST VIRGINIA,			(Form CC No. 1)
	Ritchie County Commission	Clerk's Office,	April 7th , 19 82	_at 11:50 o'clock A.
	The foregoing writing, with	the certificate of a	cknowledgment thereto, was this day adm	itted to record in said office.

AUG 2 6 1982 04/f2/2024 OIL & GAS DIVISION DEPT. OF MINES

Teste: Linda B. Marg), Clerk

M.

M.7 8/26/82 375-LATITUDE 39° 17' 30" W.O. 10 BEYMER NORTH WESTVACO E1.920' HANGH I THE UNDERSIGNED, HEREBY CERTIFY THAT 82-297 FILE NO .. THIS PLAT IS CORRECT TO THE BEST OF MY DRAWING NO .. KNOWLEDGE AND BELIEF AND SHOWS ALL THE

PLACE SEAL HERE 1"=500 SCALE INFORMATION REQUIRED BY LAW AND THE REGU-MINIMUM DEGREE OF ACCURACY 1'/200' LATIONS ISSUED AND PRESCRIBED BY THE DEPART-MENT OF MINES. PROVEN SOURCE OF - 6 Let Watern ELEVATION BRUSHY FORK (SIGNED)\_ 3788 L.L.S. ROAD (806') R.P.E. 1, 19<u>82</u> (+) DENOTES LOCATION OF DATE\_ OPERATOR'S WELL NO .. WELL ON UNITED STATES API WELL NO. TOPOGRAPHIC MAPS 5843 47 085 FORM IV-6 COUNTY (8.78)STATE STATE OF WEST VIRGINIA CANCELLED DEPARTMENT OF MINES OIL AND GAS DIVISION WELL TYPE: OIL \_\_\_GAS X LIQUID INJECTION\_\_\_ WASTE DISPOSAL\_ (IF "GAS,") PRODUCTION STORAGE DEEP SHALLOW ELEVATION 920 WATER SHED BRUSHY FO. BRUSHY FORK \_\_WATER SHED\_ LOCATION: ELEVATION\_ COUNTY RITCHIE DISTRICT GRANT 7.5 SCHULTZ QUADRANGLE\_\_\_ ACREAGE 88.81' JAMES FRENCH SURFACE OWNER \_ LEASE ACREAGE \_ 88.81 OIL & GAS ROYALTY OWNER ANNA MCDOWELL 12/2024 LEASE NO .. PROPOSED WORK: DRILL X\_CONVERT\_\_\_DRILL DEEPER\_\_\_REDRILL FRACTURE OR STIMULATE\_\_\_PLUG OFF OLD FORMATION\_ PERFORATE NEW FORMATION \_\_\_OTHER PHYSICAL CHANGE IN WELL (SPECIFY). CLEAN OUT AND REPLUG. PLUG AND ABANDON\_ TARGET FORMATION MARCELLUS SHALE ESTIMATED DEPTH 5500 WELL OPERATOR RIMROCK PRODUCTION CORPOESIGNATED AGENT\_ ROBERT MURDOCK ADDRESS 4424 "B" EMERSON AVE. \_ADDRESS\_ PARKERSBURG, W.VA. 26101 SAME