



Well No. 3
Farm Giboney
API # 47 - 085- 5941
Date 10-8-82

STATE OF WEST VIRGINIA
OFFICE OF OIL AND GAS - DEPARTMENT OF MINES

OIL AND GAS WELL PERMIT APPLICATION

WELL TYPE: Oil X / Gas X /
(If "Gas", Production X / Underground storage ___ / Deep ___ / Shallow X /

LOCATION: Elevation: 1002' Watershed: Nutter Fork
District: Grant County: Ritchie Quadrangle: Schultz 7.5'

WELL OPERATOR Appco Oil & Gas Corp. DESIGNATED AGENT Richard H. Brumbaugh
Address 100 S. Orange Ave. Suite 909 Orlando, Fla Address 212 Court Street
3501 Emerson Ave. Parkersburg, W.Va. Address Spencer W.Va. 25276

OIL AND GAS ROYALTY OWNER H. G. Giboney et-ux COAL OPERATOR N/A
Address Route #1 Cairo W.Va. 26337 Address _____

Acreage 128.17

SURFACE OWNER H.G. Giboney et-ux COAL OWNER(S) WITH DECLARATION ON RECORD:
Address Route # 1 Cairo W.Va. 26337 NAME N/A
Address _____

Acreage 128.17 NAME N/A
Address _____

FIELD SALE (IF MADE) TO:
NAME N/A
Address _____

COAL LESSEE WITH DECLARATION ON RECORD:
NAME N/A
Address _____

OIL AND GAS INSPECTOR TO BE NOTIFIED:
NAME Samuel Hersman
Address Post Office Box 66
Smithville, W. Va. 26178
Telephone 304-477-3597

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OIL & GAS DIVISION
DEPT. OF MINES

The undersigned well operator is entitled to operate for oil or gas purposes at the above location under a deed ___ / lease X / other contract ___ / dated July 21, 1982, to the undersigned well operator from H. G. Giboney & Lucy I. Giboney
Gayford H. Darnold & Fay Darnold
(If said deed, lease, or other contract has been recorded:)

Recorded on July 30, 1982, in the office of the Clerk of County Commission of Ritchie County, West Virginia, in 146 Book at page 677. A permit is requested as follows:

PROPOSED WORK: Drill X / Drill Deeper ___ / Redrill ___ / Fracture or stimulate ___ / Plug off old formation ___ / Perforate new formation ___ / Other physical change in well (specify) _____

--planned as shown on the work order on the reverse side hereof.

The above named coal operator, coal owner(s), and coal lessee are hereby notified that any objection they wish to make or are required to make by Code §22-4-3 must be filed with the Department of Mines within fifteen (15) days after receipt of this Application by the Dept. Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessees on or before the day of the mailing or delivery of this Application to the Department of Mines at Charleston, West Virginia.

04/05/2024

PLEASE SUBMIT COPIES OF ALL GEOPHYSICAL LOGS DIRECTLY TO:
WEST VIRGINIA OIL AND GAS CONSERVATION COMMISSION
1613 WASHINGTON ST., E.
CHARLESTON, WV 25311
Telephone - 304/348-3092

Appco Oil & Gas Corporation
Well Operator
By: Benjamin Smeltzer
Its: Operations Manager

BLANKET BOND

PROPOSED WORK ORDER

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

DRILLING CONTRACTOR (IF KNOWN) Over-John Incorporated

Address 6335 Emerson Avenue

Parkersburg, W. Va. 25101 304-422-6085

GEOLOGICAL TARGET FORMATION Speechley-Balltown

Estimated depth of completed well 4350' feet. Rotary / Cable tools /
Approximate water strata depths: Fresh, 150 feet; salt, 350 feet.
Approximate coal seam depths: N/A
Is coal being mined in this area: Yes / No /

CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS Cubic ft.	PACKERS
	Size	Grade	Weight per ft	New	Used	For Drill-ling	Left in Well		
Conductor	16"	CW			X		20'	Driven	Kinds
Fresh water	11 3/4"	Spiral Weld		X		200'	200'	to surface	
Coal									Sizes
Intermed.	8 5/8"	ERW	24#	X		1250'	1250'	to surface	
Production	4 1/2"	ERW	10.50#	X		4350'	4350'	as required	Depths set
Tubing									
Liners									Perforations: Top Bottom

NOTE: Regulation 7.02 of the Department of Mines provides that the original and four copies of Form IV-2 must be filed with the Department, accompanied by (i) a plat in the form prescribed by Regulation 11, (ii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code §22-4-2, (iii) Form IV-9, "Reclamation Plan" applicable to the reclamation required by Code §22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fee required by Code §22-4-12a, and (v) if applicable, the consent required by Code §22-4-8a from the owner of any water well or dwelling within 200 feet of the proposed well.

A separate Form IV-2 shall not be required for fracturing or stimulating a well where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the Form IV-2 filed in connection therewith.

THIS PERMIT MUST BE POSTED AT THE WELL SITE.

ALL PROVISIONS BEING IN ACCORDANCE WITH CHAPTER 22,

ARTICLE 4 OF THE W. VA. CODE, THE LOCATION IS HEREBY

APPROVED FOR drilling. THIS PERMIT SHALL EXPIRE

IF OPERATIONS HAVE NOT COMMENCED BY 6-12-83

BY [Signature]

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:

W A I V E R

The undersigned coal operator / owner / lessee / of the coal under this well location has examined this proposed well location. If a mine map exists which covers the area of the well location, the well location has been added to the mine map. The undersigned has no objection to the work proposed to be done at this location, provided the well operator has complied with all applicable requirements of the West Virginia Code and the governing regulations.

04/05/2024


Date: , 19 .


By:

Its:

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE Shultz 7.5'

LEGEND












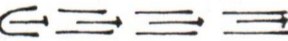
Well Site 

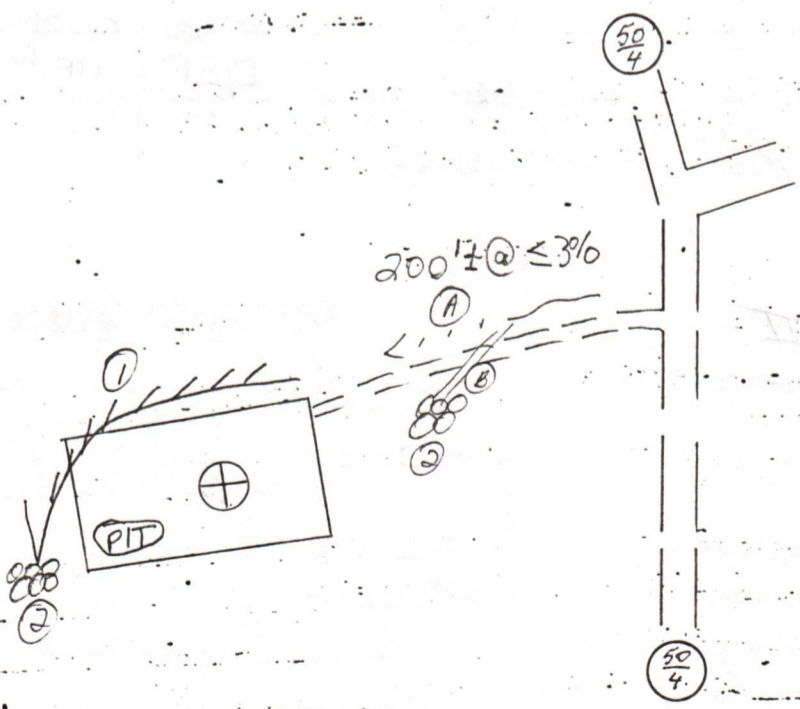
Access Road 

WELL SITE PLAN

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

LEGEND

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



04/05/2024



DATE October 7, 1982

WELL NO. Giboney.#3

State of West Virginia

API NO. 47-085-5941

Department of Mines
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Appco Oil & Gas Corp.

DESIGNATED AGENT Richard H. Brumbaugh

Address P.O. Box 1434B Orlando, Florida 32807

Address 212 Court Street
P.O. Box 139 Spencer, WV 25276

Telephone 305-671-9671

Telephone 304-927-1670

LANDOWNER H.G. Giboney

SOIL CONS. DISTRICT Little Kanawha

Revegetation to be carried out by Appco Oil & Gas Corp.

(Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 10-7-82

(Date)

Jarrett Newton
(SCD Agent)

ACCESS ROAD

Structure Drainage Ditch

Spacing N/A

Page Ref. Manual 2-12

Structure Cross Drain

Spacing As required per grade

Page Ref. Manual 2-1

Structure _____

Spacing _____

Page Ref. Manual _____

LOCATION

(A) Structure Diversion Ditch (1)

Material Earthen

Page Ref. Manual 2-12

(B) Structure Sediment Barrier (2)

Material Brush or Stone

Page Ref. Manual 2-16

(C) Structure _____ (3)

Material _____

Page Ref. Manual OIL & GAS DIVISION

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

REVEGETATION

Treatment Area I & II

Lime _____ Tons/acre
or correct to pH 6.5

Fertilizer 600 lbs/acre
(10-20-20 or equivalent)

Mulch Hay 2 Tons/acre

Seed* Ky-31 35 lbs/acre

Ladino Clover 5 lbs/acre

_____ lbs/acre

XXXXXXXXXXXXXXXXXXXX

Lime _____ Tons/acre
or correct to pH _____

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

Mulch _____ Tons/acre

Seed* _____ lbs/acre

_____ lbs/acre

_____ lbs/acre

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

04/05/2024

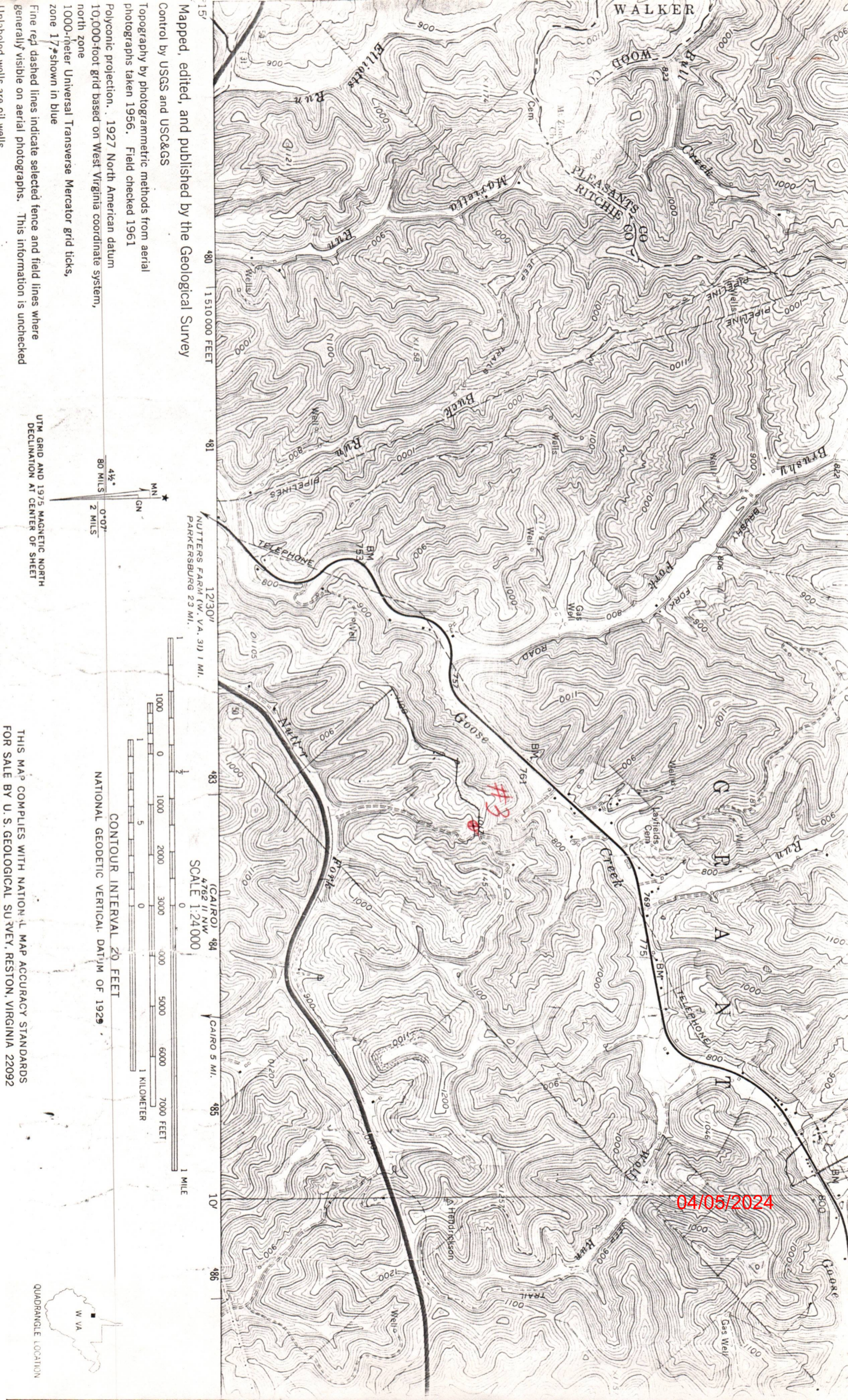
PLAN PREPARED BY Smith Land Surveying Co.

ADDRESS 111 South Street

Glenville, WV 26351

PHONE NO. 304-462-5634

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



Mapped, edited, and published by the Geological Survey

Control by USGS and USC&GS

Topography by photogrammetric methods from aerial photographs taken 1956. Field checked 1961

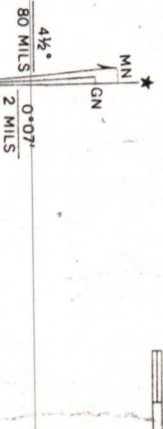
Polyconic projection. 1927 North American datum

10,000-foot grid based on West Virginia coordinate system,

north zone

1000-meter Universal Transverse Mercator grid ticks, zone 17# shown in blue

Thin red dashed lines indicate selected fence and field lines where generally visible on aerial photographs. This information is unchecked



UTM GRID AND 1975 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS FOR SALE BY U.S. GEOLOGICAL SURVEY, RESTON, VIRGINIA 22092



QUADRANGLE LOCATION



CONTOUR INTERVAL 20 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

1230'
NUTTERS FARM (W. VA. 31) 1 MI.
PARKERSBURG 23 MI.

(CAIRO) 484
4762 11 NW
SCALE 1:24,000

CAIRO 5 MI.

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DEPT. OF MINES
OIL & GAS DIVISION

04/05/2024



a-9

State of West Virginia

Department of Mines
Oil and Gas Division
Charleston 25305

Ret - 5941

TO: ALL OPERATORS
FROM: Thomas E. Huzzey, Administrator
RE: House Bill 1254 - Permits Not to be Issued on Flat Well Royalty Leases

DATE: June 22, 1982

In an effort to implement HB-1254 an affidavit was mailed to each operator previously. Upon review it is found this affidavit is inappropriate and not entirely necessary. The application form will be revised to include the following statement:

Yes ___ / No X / The right to extract, produce or market the oil or gas is based upon a lease or leases or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil and gas so extracted, produced or marketed.

You should answer this question without the use of the form until the applications have been revised.

If the answer is "yes" to the question, then you must provide with the application an affidavit which certifies that the affiant is authorized by the owner of the working interest in the well to state that it shall tender to the owner of the oil or gas in place not less than one-eighth of the total amount paid to or received for the oil or gas so extracted, produced or marketed before deducting the amount to be paid or set aside for the owner of the oil and gas in place, on all such oil or gas to be extracted, produced or marketed from the well. (See West Virginia Code 22-4-11(e).)

Attached is an affidavit form you may use, but it is necessary only in the event that you would answer "yes". If the answer is "no", please include a statement to that effect.

Giboney #3
Appco Oil & Gas Corp.
3501 Emerson Ave Suite 9B
Parkersburg W.Va 26104
304-422-5905

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DEPT. OF MINES

CH/rf

04/05/2024

14. Should LESSEE be prevented from complying with any express or implied covenant of the lease by drilling or reworking operations thereon or on the leased premises or from producing oil or gas therefrom by operation of force majeure, any Federal, State, or local law, rule, or regulation of any governmental authority, then while so prevented, LESSEE'S obligation to comply with such covenant shall be suspended, and LESSEE shall not be liable in damages for failure to comply therewith, and this lease shall be extended while and so long as LESSEE is prevented by any cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, anything in the lease to the contrary notwithstanding.

15. If LESSOR owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to the LESSOR only in the proportion which its interest bears to the whole undivided fee. Should any person, firm, or corporation having an interest in the above-described land not lease to LESSEE, or should any one or more of the parties named above as LESSOR not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

16. At any time LESSEE shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder shall cease and determine as to the part or parts so surrendered, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the LESSOR, or if more than one LESSOR, then to any one of them, or to any heir or assign of any one of them, by delivery of a duly executed surrender thereof in person or by mail addressed to the address of such person as set forth herein, or by recording a duly executed surrender thereof in the Recorder's Office of the County in which the land is located.

17. In consideration of the granting of this lease and its terms and covenants, LESSOR does hereby grant, sell, assign, transfer and set over unto the LESSEE, its heirs, successors, representatives and assigns, a right-of-way to lay, maintain, operate, inspect, replace, change the size of, relocate and remove pipe lines for the transportation of oil or gas and other products, with drips, valves, measuring and regulating equipment and other necessary appurtenances thereto on, over and through the land of the LESSOR together with the right of ingress and egress to and from said pipe line measuring and regulating equipment and other necessary appurtenances at all times as may be necessary or convenient for the full and complete use by the LESSEE of this right-of-way.

The LESSOR shall use and enjoy the said lands subject to the conditions and provisions of this right-of-way grant expressed and implied and provided always that such use and enjoyment shall not interfere with or be inconsistent in any way with the rights, privileges and uses herein granted to the LESSEE.

18. This lease embodies the entire contract and agreement between LESSOR and LESSEE, and no warranties, representations, promises, or inducements not herein expressed have been made or relied upon by either party.

19. Lessor shall have first option to purchase from Lessee, for the sum of One Dollar (\$1), any well drilled and abandoned for plugging purposes by lessee; Lessee reserves the right to remove any and all equipment, except production casing, in the event of such abandonment, Lessor agrees to assume all responsibility for future compliances with State Rules.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this instrument as of the day and year first above written.

WITNESS:

[Signature]

[Signatures] 232-22-3076 (SEAL)
[Signatures] 232-70-90 (SEAL)
[Signatures] 233-26-3243 (SEAL)
[Signatures] 232-68-7467 (SEAL)

WEST VIRGINIA ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA }
COUNTY OF Wood }

To-wit

I, GARNET LOISEAU, a Notary Public of said County, do hereby certify that H.G. Giboney And Lucy I. Giboney

whose name ARE signed to the within writing bearing date the 21 day of July, 1982

has 3 this day acknowledged the same before me in my said County

Given under my hand this 21st day of July

[Signature]
Notary Public

My Commission expires June 17, 1984

~~WEST VIRGINIA ACKNOWLEDGEMENT~~
OHIO ACKNOWLEDGEMENT

~~STATE OF OHIO~~ West Virginia }
COUNTY OF Ritchie }

SS.

Before me, a ~~Notary Public~~ in and for said county, personally appeared the above named FAY AND GAYFORD
H. DARNOLD

who acknowledged that THEY did sign the foregoing instrument, and that the same is THEIR free act and deed in testimony

whereof I have hereunto subscribed my name at CAIRO, W. VA. - RITCHIE COUNTY, this 22ND day of JULY, 1982

My Commission expires 05-09-83

[Signature]
Notary Public

Recorded July 30, 1982
LB 146
PAGE 677

RECORDING DATA:
DEPT. OF MINES
OIL & GAS DIVISION
OCT 12 1982
RECEIVED
Oil and Gas Lease
TO

04/05/2024

OIL AND GAS LEASE

21

day of JULY

19 82

AGREEMENT made this

between H.C. GIBNEY AND LUCY I. GIBNEY (HUSBAND AND WIFE) AND GAYFORD H. DARNOLD AND DARNOLD (HUSBAND AND WIFE)

RT. ONE CAIRO, WEST VA. 26337

hereinafter known as the "LESSOR", whether one or more,

and Appco Land Company

100 S. Orange Ave, Orlando, Florida 32801

hereinafter known as the "LESSEE", whether one or more.

WITNESSETH

1. That the LESSOR, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby GRANT and LEASE unto the LESSEE all of the oil and gas and all of the constituents of either, in and under the following described land, together with the exclusive right to operate, drill for, produce, and market oil and gas and their constituents, and also the right to enter thereon for the purpose of drilling and operating for oil and gas, laying pipelines, erecting tanks, machinery, and the right to do all other things necessary and proper for the drilling, production, and marketing of oil and gas and their constituents from the property which is more particularly described below

Situated in Section NORTH FORK GRANT Township/District, County of RITCHIE State of WEST VA. and more particularly described at Volume 140 Page 60 of the Deed Records of RITCHIE County,

which description is hereby referred to and incorporated herein by reference, which property is bounded substantially as follows

NORTH by lands of TEDDY BEA
EAST by lands of HOWE FARM
SOUTH by lands of E. CORBIN FARM
WEST by lands of V. CRAWFORD AND R. JACKSON
Containing 129 acres, more or less

2. It is agreed that this lease shall remain in force for a primary term of ONE (1) YEAR from this date and as long thereafter as operations for oil or gas, or either of them, are being conducted on the premises, or oil or gas, or either of them, is being produced in paying quantities. It is expressly agreed that if LESSEE shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom then as long as production continues in paying quantities

If, after expiration of the term of this lease, production from the leased premises in paying quantities shall cease from any cause, this lease shall not terminate provided LESSEE resumes operations for the production of oil or gas within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, as long thereafter as oil or gas or either of them is produced in paying quantities

3. LESSEE shall commence operations for a well on the leased premises or on acreage pooled therewith as provided herein, on or before 21ST 19 83 unless LESSEE pays or tenders the sum of \$ 3,870.00 for each 12 months that operations are delayed. Such payment shall be a rental for the privilege of deferring commencement of drilling operations for the above period of time. In like manner, and upon like payments or tenders, the commencement of drilling operations shall be further deferred for successive periods during the primary term of this lease

4. If a well capable of producing oil or gas or the constituents of either in paying quantities located on the leased premises (or acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in, suspended or otherwise not produced by the LESSEE due to lack of a market, and no oil or gas or their constituents is sold or utilized off the premises, nevertheless such shut in well shall be deemed to be a well on the leased premises producing in paying quantities and this lease shall remain in force during all of the time while such well is so shut in, whether before or after the expiration of the primary term. LESSEE shall use reasonable diligence to market any production from such well or wells but shall be under no obligation to market such products under terms, conditions or circumstances which in LESSEE's good faith judgment are unsatisfactory

LESSEE shall be obligated to pay or tender to LESSOR within sixty (60) days after any such well is shut in and each anniversary thereafter, as royalty, an amount equal to \$ _____ per acre per year it being the intention of the parties that this lease shall remain in full force and effect for sixty (60) days after shutting in any well without payment.

5. LESSEE agrees to pay to the credit of the LESSOR one-eighth (1/8) of all the oil produced and saved from the leased premises, delivered free of cost to the purchasing agency and one-eighth (1/8) of the proceeds of all the gas marketed and sold from said premises, payable monthly

6. LESSOR reserves to himself, free of cost, 200 000 cubic feet of gas per annum for domestic use in one single family dwelling located on this property. Such free gas shall be taken through LESSOR's own appliances and LESSOR shall be responsible for using economical appliances. LESSOR further covenants and agrees that his taking and use of such gas shall be wholly at his own risk and LESSOR agrees to indemnify and hold harmless LESSEE for any accident or damage caused thereby to either the parties to this agreement or any third party, and LESSEE shall not be liable for any shortage or failure in the supply of gas for said domestic use

7. All payments made to LESSOR under the terms of this lease shall be made to the LESSOR, or any one of them, above in cash or check in person or by United States mail to the address set forth herein or to the credit of LESSOR, or any one of them, in

Bank at _____, which bank and its successors are hereby designated as LESSOR's agent for the purpose of receiving said payment. If said bank should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payments on behalf of LESSOR, LESSEE shall not be held in default for failure to make said payment so long as LESSEE has made a bona fide attempt to make said payment and in no event shall any default be declared against LESSEE until thirty (30) days after LESSEE receives written notice of said default during which time LESSEE shall have the right to make the payment then in default and thereby cure said default.

8. Any notice or demand required by this agreement shall be made to the LESSOR and LESSEE at the address set forth herein and to successors or assigns of the LESSEE herein at the address set forth in the instrument of conveyance as recorded in the County Recorder's Office by United States mail, postage prepaid, or in person.

9. LESSEE is authorized to pool or combine the land covered by this lease, or any portion thereof, or formation thereunder, as to oil and/or gas, with any other land, lease or leases when in LESSEE's judgment it is advisable to do so in order to properly develop or operate said premises. Such pooling shall be into a well unit or units not exceeding approximately forty (40) acres for oil and not exceeding approximately six hundred forty (640) acres for gas. LESSEE shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, LESSOR shall receive from a unit so formed only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty therein bears to the total acreage so pooled in the particular unit involved.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to, and be binding on, their heirs, successors, and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE, and no change or division in such ownership shall be binding on LESSEE until thirty (30) days after LESSEE shall have been furnished by certified mail at LESSEE's principal place of business with originals or certified copies of recorded documents of title transferring title from LESSOR. In the event of assignment hereof, in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owners of this lease or portion thereof who commits such breach.

11. LESSEE shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of the land. LESSEE shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of LESSOR. LESSEE shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises including the right to draw and remove casing

12. LESSEE hereby agrees to restore the surface of the land covered by this lease to as near as practical its original condition after each drilling operation and further agrees to pay LESSOR for all damages to growing crops, improvements and livestock caused by or arising out of its operations thereon. When required by LESSOR, LESSEE will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without LESSOR's consent

13. LESSOR hereby warrants and agrees to defend the title to this property including the oil and gas and other minerals which are the subject of this lease and LESSOR agrees that LESSEE, at its option, may pay, discharge or redeem any taxes, mortgages, or other liens existing on or assessed against said property, either in whole or in part, and in the event LESSEE does so, it shall be subrogated to the rights of such lien holder with the right to reimburse itself by applying any royalty toward satisfying the same.

UNLIMITED GAS FOR TWO DWELLINGS B.L.L. 7th St, Lebanon, Pa.

This instrument prepared by BRAZTON L. LIPSCOMB

04/05/2024

OIL AND GAS LEASE

8-677

THIS AGREEMENT made this 21 day of April, 1983
 by and between Appco Land Company
100 S. Orange Ave., Orlando, Florida 32801
 hereinafter known as the "LESSOR", whether one or more,
 and TEDDY B. COBBIN
110, Cairo, West Va. 26307
 hereinafter known as the "LESSEE", whether one or more.

WITNESSETH

That the LESSOR in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby GRANT and LEASE unto the LESSEE all of the oil and gas and all of the constituents of either in and under the following described land, together with the exclusive right to operate, drill for, produce and market oil and gas and their constituents, and also the right to enter thereon for the purpose of drilling and operating for oil and gas, laying pipelines, erecting tanks, machinery, and the right to do all other things necessary and proper for the drilling, production, and marketing of oil and gas and their constituents from the property which is more particularly described below:

Situated in Section 14 of Range 10 and North 10 Township, District, County of Wayne, State of West Virginia, and more particularly described at Volume 149 Page 61 of the Deed Records of Wayne County,

which description is hereby referred to and incorporated herein by reference, the property is bounded

substantially as follows:

NORTH by lands of TEDDY B. COBBIN
 EAST by lands of W. COBBIN FARM
 SOUTH by lands of W. COBBIN FARM
 WEST by lands of V. CRAWFORD AND R. J. COBBIN
 Containing 120 acres, more or less

POOR COPY

2. It is agreed that this lease shall remain in force for a primary term of (12) months from this date and as long thereafter as operations for oil or gas, or either of them, are being conducted on the premises, or oil or gas, or either of them, is being produced in paying quantities. It is expressly agreed that if LESSEE shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom then as long as production continues in paying quantities.

If, after expiration of the term of this lease, production from the leased premises in paying quantities shall cease from any cause, this lease shall not terminate provided LESSEE resumes operations for the production of oil or gas within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, as long thereafter as oil or gas or either of them is produced in paying quantities.

3. LESSEE shall commence operations for a well on the leased premises or on acreage pooled therewith as provided herein, on or before 21st 19 83, unless LESSEE pays or tenders the sum of \$ 3.07 for each 12 months that operations are delayed. Such payment shall be a rental for the privilege of deferring commencement of drilling operations for the above period of time. In like manner, and upon like payments or tenders, the commencement of drilling operations shall be further deferred for successive periods during the primary term of this lease.

4. If a well capable of producing oil or gas or the constituents of either in paying quantities located on the leased premises (or acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in, suspended or otherwise not produced by the LESSEE due to lack of a market, and no oil or gas or their constituents is sold or utilized off the premises, nevertheless such shut in well shall be deemed to be a well on the leased premises producing in paying quantities and this lease shall remain in force during the time such well is so shut in, whether before or after the expiration of the primary term. LESSEE shall use reasonable diligence to market any production from such well or wells but shall be under no obligation to market such products under terms, conditions or circumstances which in LESSEE'S good faith judgment are unsatisfactory.

LESSEE shall be obligated to pay or tender to LESSOR within sixty (60) days after any such well is shut in and each anniversary thereafter, as royalty, an amount equal to \$ _____ per acre per year it being the intention of the parties that this lease shall remain in full force and effect for sixty (60) days after shutting in any well without payment.

5. LESSEE agrees to pay to the credit of the LESSOR one-eighth (1/8) of all the oil produced and saved from the leased premises, delivered free of cost to the purchasing agency, and one-eighth (1/8) of the proceeds of all the gas marketed and sold from said premises, payable monthly.

6. LESSOR reserves to himself, free of cost, 200,000 cubic feet of gas per annum for domestic use in one single family dwelling located on this property. Such free gas shall be taken through LESSOR'S own appliances and LESSOR shall be responsible for using economical appliances. LESSOR further covenants and agrees that his taking and use of such gas shall be wholly at his own risk and LESSOR agrees to indemnify and hold harmless LESSEE for any accident or damage caused thereby to either the parties to this agreement or any third party, and LESSEE shall not be liable for any shortage or failure in the supply of gas for said domestic use.

7. All payments made to LESSOR under the terms of this lease shall be made to the LESSOR, or any one of them, in cash or check in person or by United States mail to the address set forth herein or to the credit of LESSOR, or any one of them, in _____

Bank at _____, which bank and its successors are hereby designated as LESSOR'S agent for the purpose of receiving said payment. If said bank should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payments on behalf of LESSOR, LESSEE shall not be held in default for failure to make said payment so long as LESSEE has made a bona fide attempt to make said payment and in no event shall any default be declared against LESSEE until thirty (30) days after LESSEE receives written notice of said default during which time LESSEE shall have the right to make the payment then in default and thereby cure said default.

8. Any notice or demand required by this agreement shall be made to the LESSOR and LESSEE at the address set forth herein and to successors or assigns of the LESSEE herein at the address set forth in the instrument of conveyance as recorded in the County Recorder's Office by United States mail, postage prepaid, or in person.

9. LESSEE is authorized to pool or combine the land covered by this lease, or any portion thereof, or formation thereunder, as to oil and/or gas, with any other land, lease or leases when in LESSEE'S judgment it is advisable to do so in order to properly develop or operate said premises. Such pooling shall be into a well unit or units not exceeding approximately forty (40) acres for oil and not exceeding approximately six hundred forty (640) acres for gas. LESSEE shall execute and record an instrument or instruments identifying and describing the pooled acreage. Production, drilling or reworking operations anywhere on the unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations under this lease. In lieu of the royalties elsewhere herein specified, LESSOR shall receive from a unit so formed only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty therein bears to the total acreage so pooled in the particular unit involved.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to and be binding on their heirs, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of LESSEE, and no change or division in such ownership shall be binding on LESSEE until thirty (30) days after LESSEE has been furnished by certified mail at LESSEE'S principal place of business with originals or certified copies of recorded documents of title transferring title from LESSOR. In the event of assignment hereof, in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owners of this lease or portion thereof who commits such breach.

04/05/2024

11. LESSEE shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of LESSOR. LESSEE shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises including the right to draw and remove casing.

12. LESSEE hereby agrees to restore the surface of the land covered by this lease to as near as practical its original condition after each drilling operation and further agrees to pay LESSOR for all damages to growing crops, improvements and livestock caused by or arising out of its operations thereon. When required by LESSOR, LESSEE will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said land without LESSOR'S consent.

13. LESSOR hereby warrants and agrees to defend the title to this property including the oil and gas and other minerals which are the subject of this lease and LESSOR agrees that LESSEE, at its option, may pay, discharge or redeem any taxes, mortgages, or other liens existing on or assessed against said property, either in whole or in part, and in the event LESSEE does so, it shall be subrogated to the rights of such lien holder with the right to reimburse itself by applying any royalty toward satisfying the same.

90015 (0067)

DEPT. OF MINES
OIL & GAS DIVISION

04/05/2024

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OCT 12 1982

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

Perforations - 20 .49 tru-jet perforations from 3876-3998
guns fired through 15% HCL

Stimulation - 1.13mm scf nitrogen, perfballs used to insure total breakdown
acid swabbed off before breakdown
maximum treating pressure 2900 psi

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS
					Including indication of all fresh and salt water, coal, oil and gas
Permian & Pennsylvanian			surface	1738	
1st Cow Run			1055	1083	
2nd Cow Run			1185	1212	show oil and gas
8 5/8" surface casing				1256	
Siltstone & Shale			1256	1318	
1st Salt Sand			1318	1381	
Siltstone & Shale			1381	1416	
2nd Salt Sand			1416	1477	
Shale			1477	1496	
3rd Salt Sand			1496	1574	
Shale			1574	1618	
Maxton Stray			1618	1683	
Siltstone & Shale			1683	1725	
Maxton Sandstone			1725	1761	wet.
Siltstone, Shale, Limestone			1761	1846	top Greenbriar (Miss.) 1738'
Big Injun Sandstone			1846	1942	sli SG
Siltstone & Shale			1942	3572	Berea (absent) 2327' Gantz 2438-2451
Tiona Shale (organic)			3572	3592	
Speechley Interval			3592	3856	Oil fluor in samples
Balltown Interval			3856	3998	Oil fluor in samples
Siltstone & Shale			3998	4353	
					T.D. Driller 4370 T.D. Logger 4353

(Attach separate sheets as necessary)

Appco Oil and Gas Corporation
Well Operator

By: Ben Smeltzer
Ben Smeltzer, Geologist O.S.I.

Date: January 26, 1983

04/05/2024

Note: Regulation 2.02(i) provides as follows:
"The term 'log' or 'well log' shall mean a systematic detailed geological record of all formations, including coal, encountered in the drilling of a well."

IV-35
(Rev 8-81)



Date 1/27/83
Operator's
Well No. 3
Farm Giboney
API No. 47 - 085 - 5941

State of West Virginia
Department of Mines
Oil and Gas Division

WELL OPERATOR'S REPORT
OF
DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE **RECEIVED** OCT - 3 1983

WELL TYPE: Oil x / Gas x / Liquid Injection / Waste Disposal / OIL & GAS DIVISION
(If "Gas," Production / Underground Storage / Deep / **DEPT. OF MINES**)

LOCATION: Elevation: 1014 K.B. Watershed Nutter Farm
District: Grant County Ritchie Quadrangle Schultz 7.5 min.

COMPANY Appco Oil & Gas Corporation
ADDRESS 100 S. Orange Ave. S-909 Orlando, Fla.
DESIGNATED AGENT Richard Brumbaugh
ADDRESS 212 Court Street, Spencer W. Va.
SURFACE OWNER H.G. Giboney etux.
ADDRESS Rt.#1, Cairo, W.Va. 26337
MINERAL RIGHTS OWNER H.G. Giboney etux.
ADDRESS Rt.#1, Cairo, W.Va. 26337
OIL AND GAS INSPECTOR FOR THIS WORK
Samuel Hersman ADDRESS P.O.Box 66 Smithville, W.VA.
PERMIT ISSUED
DRILLING COMMENCED 10/18/82
DRILLING COMPLETED 10/26/82
IF APPLICABLE: PLUGGING OF DRY HOLE ON
CONTINUOUS PROGRESSION FROM DRILLING OR
REWORKING. VERBAL PERMISSION OBTAINED
ON N/A

Casing Tubing	Used in Drilling	Left in Well	Cement fill up Cu. ft.
Size 20-16 Cond.			
13-10"	60'	60'	Driven
9 5/8			
8 5/8	1256'	1256'	Cement to surface = 319 ft.
7			
5 1/2			
4 1/2	4318'	4318'	1600' of fill-up = 365 ft.
3			
2			
Liners used			

GEOLOGICAL TARGET FORMATION Speechley-Balltown Depth 3600-4000 feet
Depth of completed well 4353 feet Rotary x / Cable Tools
Water strata depth: Fresh 150' feet; Salt 1317 feet
Coal seam depths: N/A Is coal being mined in the area? No

OPEN FLOW DATA

Producing formation Balltown Interval Pay zone depth 3876-3998 feet
Gas: Initial open flow 500 Mcf/d Oil: Initial open flow Trace Bbl/d
Final open flow 300 Mcf/d Final open flow Trace Bbl/d
Time of open flow between initial and final tests 72 hours
Static rock pressure 950 psig (surface measurement) after 24 hours shut in
(If applicable due to multiple completion...)
Second producing formation Pay zone depth feet
Gas: Initial open flow Mcf/d Oil: Initial open flow Bbl/d
Final open flow Mcf/d Oil: Final open flow Bbl/d
Time of open flow between initial and final tests hours
Static rock pressure psig (surface measurement) after hours shut in

(Continue on reverse side)

Ritchie 5941

04/05/2024

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

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NOV 5 - 1982

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

INSPECTOR'S WELL REPORT

Permit No. 85-5941

Oil or Gas Well _____
(KIND)

Company <u>Appco Oil + Gas Corp.</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address _____	Size			
Farm <u>H. G. Hihoney ET-UX</u>	16			Kind of Packer _____
Well No. <u>3</u>	13			
District <u>Grant</u> County <u>Ritchie</u>	10			Size of _____
Drilling commenced <u>10-21-82</u>	8 1/4			
Drilling completed <u>10-26-82</u> Total depth <u>4370</u>	6 5/8			Depth set _____
Date shot _____ Depth of shot _____	5 3/16			
Initial open flow _____ /10ths Water in _____ Inch	3			Perf. top _____
Open flow after tubing _____ /10ths Merc. in _____ Inch	2			Perf. bottom _____
Volume _____ Cu. Ft.	Liners Used			Perf. top _____
Rock pressure _____ lbs. _____ hrs.				Perf. bottom _____
Oil _____ bbls., 1st 24 hrs.	CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____			
Fresh water _____ feet _____ feet	NAME OF SERVICE COMPANY _____			
Salt water _____ feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names Ron Jenkins - Larence Jump - Don Wilson

Remarks: Over John Rig # 3 tool Pusher Okey Amos

on 10-23-82 Ran 1241 foot of 8 5/8 casing
B. J. Hughes ran 300 sacks of cement
Plug Down at 9:20 A.M.

10-26-82
DATE

Samuel N. Hersman 04/05/2024
DISTRICT WELL INSPECTOR

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

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MAY 19 1983

OIL & GAS DIVISION
INSPECTOR'S WELL REPORT DEPT. OF MINES

Permit No. 85-5941

Oil or Gas Well _____
(KIND)

Company	Address	Farm	Well No.	District	County	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
						Size			Kind of Packer
<u>Appco Oil & Gas Corp.</u>		<u>H. C. Siboney et al</u>	<u>3</u>	<u>Grant</u>	<u>Ritchie</u>	16			
						13			
						10			Size of
						8 1/4			
						6 5/8			Depth set
						5 3/16			
						3			Perf. top
						2			Perf. bottom
						Liners Used			Perf. top
									Perf. bottom

Drilling commenced _____

Drilling completed _____ Total depth _____

Date shot _____ Depth of shot _____

Initial open flow _____ /10ths Water in _____ Inch

Open flow after tubing _____ /10ths Merc. in _____ Inch

Volume _____ Cu. Ft.

Rock pressure _____ lbs. _____ hrs.

Oil _____ bbls., 1st 24 hrs.

Fresh water _____ feet _____ feet

Salt water _____ feet _____ feet

CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____

NAME OF SERVICE COMPANY _____

COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES

_____ FEET _____ INCHES _____ FEET _____ INCHES

_____ FEET _____ INCHES _____ FEET _____ INCHES

Drillers' Names _____

Remarks: Check out reclamation with Jim Smith,
reclamation to start as soon as possible,
Pit to be drained or hauled away

5-17-83
DATE

Samuel N. [Signature] 04/05/2024
DISTRICT WELL INSPECTOR

RECEIVED
SEP 6 - 1983

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

OIL & GAS DIVISION
DEPT. OF MINES
INSPECTOR'S WELL REPORT

Permit No. 85-5941

Oil or Gas Well _____
(KIND)

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

Drillers' Names _____

Remarks: FINAL inspection
O.K. to RELEASE
~~Not well record~~

9-1-83
DATE

Mike Underwood
DISTRICT WELL INSPECTOR
04/05/2024



State of West Virginia

Department of Mines
Oil and Gas Division

Charleston 25305

November 10, 1983

WALTER N. MILLER
DIRECTOR

THEODORE M. STREIT
ADMINISTRATOR

Appco Oil & Gas Corporation
3501 Emerson Avenue -Suite 9-B
Parkersburg, W.Va. 26104
Attn: Mr. John M. Griffin

Gentlemen:

The required records and reports have been received in this office and the District Inspectors have submitted FINAL INSPECTIONS for the following wells listed below:

<u>PERMIT NUMBER</u>	<u>FARM AND WELL NUMBER</u>	<u>DISTRICT</u>
RIT-5873	Vera Langon # 3	Clay
RIT-5941	H.G. Giboney # 3	Grant
RIT-6258-REV	H.G. Giboney # 4A	Grant
RIT-6288	H.J. Robinson # 2	Grant

In accordance with Chapter 22, Article 4, Section 2, the above captioned wells will remain under bond coverage for "life of wells." Reclamation requirements have been approved.....

Very truly yours,

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

04/05/2024

TMS/chm

M.A. 10/12/82

7340'

LATITUDE 39° 17' 30"

CALLS ALONG NORTH SIDE OF TRACT

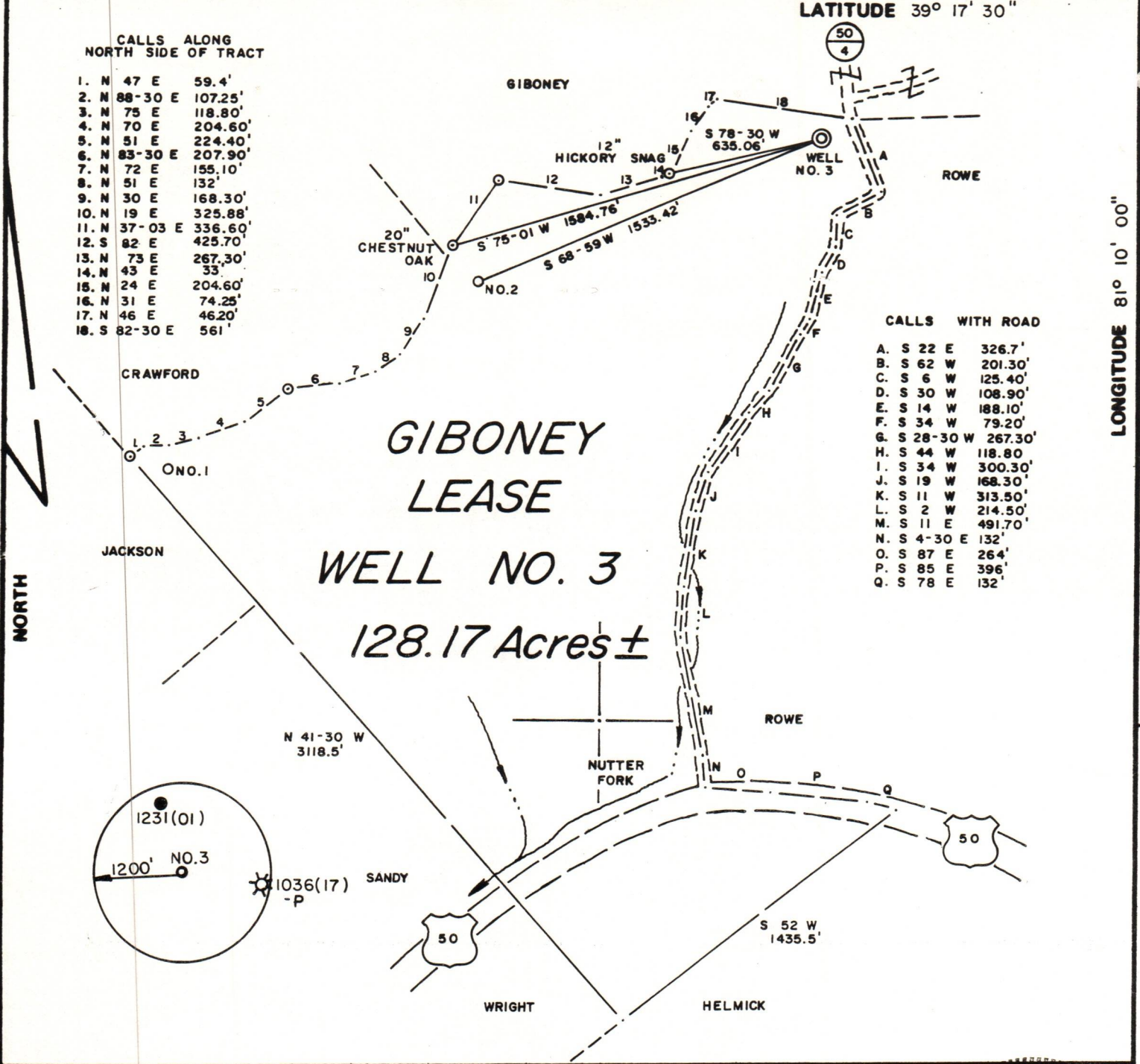
- 1. N 47 E 59.4'
- 2. N 88-30 E 107.25'
- 3. N 75 E 118.80'
- 4. N 70 E 204.60'
- 5. N 51 E 224.40'
- 6. N 83-30 E 207.90'
- 7. N 72 E 155.10'
- 8. N 51 E 132'
- 9. N 30 E 168.30'
- 10. N 19 E 325.88'
- 11. N 37-03 E 336.60'
- 12. S 82 E 425.70'
- 13. N 73 E 267.30'
- 14. N 43 E 33'
- 15. N 24 E 204.60'
- 16. N 31 E 74.25'
- 17. N 46 E 46.20'
- 18. S 82-30 E 561'

CALLS WITH ROAD

- A. S 22 E 326.7'
- B. S 62 W 201.30'
- C. S 6 W 125.40'
- D. S 30 W 108.90'
- E. S 14 W 188.10'
- F. S 34 W 79.20'
- G. S 28-30 W 267.30'
- H. S 44 W 118.80'
- I. S 34 W 300.30'
- J. S 19 W 168.30'
- K. S 11 W 313.50'
- L. S 2 W 214.50'
- M. S 11 E 491.70'
- N. S 4-30 E 132'
- O. S 87 E 264'
- P. S 85 E 396'
- Q. S 78 E 132'

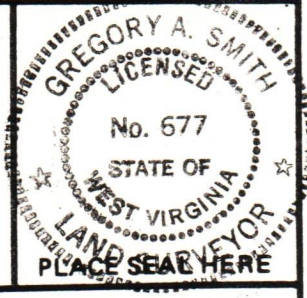
NORTH

LONGITUDE 81° 10' 00"



FILE NO. 9 - 38
 DRAWING NO. _____
 SCALE 1" = 600'
 MINIMUM DEGREE OF ACCURACY 1 / 200
 PROVEN SOURCE OF ELEVATION JUNCTION OF ROADS
ELEV. 1017'

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) Gregory A. Smith
 R.P.E. _____ L.L.S. 677



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



DATE SEPT. 29, 1982
 OPERATOR'S WELL NO. 3
 API WELL NO. 47 085 5941
 STATE 47 COUNTY 085 PERMIT 5941

STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 OIL AND GAS DIVISION

WELL TYPE: OIL ___ GAS X LIQUID INJECTION ___ WASTE DISPOSAL ___
 (IF "GAS,") PRODUCTION X STORAGE ___ DEEP ___ SHALLOW X
 LOCATION: ELEVATION 1002' WATER SHED NUTTER FORK
 DISTRICT GRANT COUNTY RITCHIE
 QUADRANGLE SCHULTZ 7.5'
 SURFACE OWNER H.G. GIBONEY et. ux. ACREAGE 128.17
 OIL & GAS ROYALTY OWNER H.G. GIBONEY et. ux. LEASE ACREAGE 128.17
 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) _____
 PLUG AND ABANDON ___ CLEAN OUT AND REPLUG ___
 TARGET FORMATION MARCELLUS ESTIMATED DEPTH 5200'
 WELL OPERATOR APPCO OIL & GAS CORP. DESIGNATED AGENT RICHARD H. BRUMBAUGH
 ADDRESS P.O. BOX 14348 ADDRESS 212 COURT STREET
ORLANDO, FL. 32807 SPENCER, W.V. 25276

04/05/2024