DRILLING CONTRACTOR:



| 1) | Date:_ | October | 18, | 1982 | _, 19 | |
|----|--------|---------|-----|------|--|--|
| | | | | | The Contract of the Contract o | |

2) Operator's Well No._

47 085 5956 3) API Well No. State County Permit

| | | 1 - 35s | | | | S WELL PERM | | | | | ID od 51° (E |
|---|--|--|--|--|--|--|--|---|--|--|--|
| | | | | | | | | | | | 4A) POIL B |
| all for enough | B (If | 'Gas''. Pr | _/ Gas | X | | / Underground | store | age to compar | hered to De | opical b | / Shallow X |
| LOCATION | I: Eleva | ation: | 1159' | | | Watershed: _ | W | lolfpen R | un | | lio se |
| | | ict: | | | 110 - 8 - 1 | County: | Ri | tchie | Qu | adrangle: _ | Elenboro 7.5' |
| WELL OPE | RATOR | Rimrocl 24 "B" | k Prod | uctio | n Cor | p. | 11) | DESIGNATI | ED AGENT | Robe | rt L. Murdock |
| Address | | | | | | eni hatsinine | | Address | Parks | B. E | merson Ave. , WV 26104 |
| OIL & GAS | to works | LE S TOW | in dw , | of be | Shirts. | Aiscusti sed | | al e in 10 ° | Tarke | rsburg | , WV 20104 |
| ROYALTY | OWNER _ | Richar | rd S. | Dever | eux | | | COAL OPER | | | |
| Address | AND THE RESERVE AND THE PERSON OF | #1 Boro, WV | | | SQ SYREE | | | Address | 200135 | 380 (1312) | W. CALLED AN |
| Acreage | 33.3 | | 203 | 31 | NG AMES | | | and in their | delater of the second | amorae 1 | |
| SURFACE | OWNER_I | Richard | 1 S. D | evere | ux | de esta de la companya del companya del companya de la companya de | 13) | Name | ER(S) WIT N/A | H DECLA | RATION ON RECORD |
| Address | sar | ne as a | above | | | | | Address | Augent to | 7011 0 D M | tina sell (S |
| | 22 (| 2 | | | | hart a n | | | I Is may | o soalnus | 8) Aresent |
| Acreage | 33.3 | | | | | | | Name | N/A | | suching (0 |
| FIELD SAL | | nknown | | | | | | Address | 65 Bridge | 191.10.1 | 952 as 111 |
| gorganni e | Marie The Committee | WALKE BY STATES | iginoses. | ridae | COTRE C | illes atsocia | | COALLEGG | - | 5 | TION ON RECORD: |
| OIL & GAS | INSPECTO | R TO BE | NOTIFIE | D | | | (4) | Name | N/A | DECLARA | TION ON RECORD: |
| Name S | SELECTION OF THE PROPERTY OF THE PARTY OF TH | PARTY OF THE PARTY | man | | | | | Address | | 11/15 | State |
| | P.O. Bo | | 7 261 | 7.0 | | | | | HUN WE | 22 | 00710 1002 |
| PROPOSED | WORK. | Dell V | 261 | 78 | ar il sag | £ 41. uno 1 5 | 7615 | ed - Assep | | d lite to: | TOP INT A HOOF |
| . KOI OSED | WORK: | Plug off | old form | Drill de | eper | / Redril | 11 | / Fr | acture or s | timulate | il onally |
| | | Other ph | ysical char | nge in w | ell (speci | Perforate i | new | Tormation | ALLE TO BY | | OIL & GAS DIVIS! |
| GEOLOGICA | | 1 FORMA | TION, _ | De | voniai | n Shale | | | H HOUSE | DE | PT. OF MI |
| 7) Estimate | d depth of c | ompleted v | vell, | 55 | 00' | feet | | | | groundedsk | 17F Self exp |
| 8) Approxii | mate water s | trata depth | s: Fresh | , _3 | 09' | feet; | salt, | 559' | feet. | | FriigoCi (81 |
|) Approxi | mate coar sea | am depths: | 4 | | | Is coa | ll bei | ng mined in th | e area? Ye | s | No_X |
| CASING AN | D TUBING | PROGRA | M | | | | | | | | 1900 IIA (91 |
| CASING OR TUBING TYPE | H-22 e | SPE | CIFICATION | VS . | s edl. | FOOTAG | E INT | TERVALS | | | |
| Janes TIPE | Size | Grade | Weight per ft. | New | Used | For drilling | | Left in well | OR | SACKS bic feet) | PACKERS |
| nductor | 8 5/8 | | | | | 1200' | 100 | 1100 | | sks. | Kinds |
| sh water | | | | | | i na kidal | | 469 613 | Total I | No. | Kilius |
| ermediate | to the second | -11-0 X333 | 100 bish | 1900 | | that ions back | | harma ori | | | Sizes |
| duction | 4 15" | 30 Will | 3144.56 | 111/12/11 | 7 1 | 5000' | | Mine del | - | استطوط | Text of the second |
| oing | | 25 9 9 | | | | 3000 | | | 650 | sks. | Depths set |
| ers | | Carrie State | W (U 15) | DATE | | 198 | - | - | 1 | Jood oil | (0) |
| | | | | 1 2 | | | | Marine St. | | C. John S | Perforations: |
| | | | - 10 00 | | | | | | The second | an Abred | Top Botton |
| XTRACTION | N DICLITO | | | | | | | Ser Jours | S bms 1 | D)11-A-E | (22) Code |
| heck and pro | | the follow | bas iso | igho a | di tadi | alibropa med | | o iae mitado | Carrie. | WY nois | climas Remain |
| X Included | d is the lease | e or leases | or other o | ontinuir | o contro | to think they | d be | AFRIC COURSE | | gold oda | iffer to a large |
| The request of the PR | | | -1-(c) (1) | through | (4). (See | e reverse side for | spe | cifics.) | right to ex | tract oil or | gas. |
| THE PARTY PROPERTY | xtract, prod | uce or mar | ket the oil | or and b | audi he | nombre de la companya di sul | The state of the s | | THE TENT | ans.co.de | 课 任 |
| the right to ex | | ensation t | o the own | er of th | e oil or | n a lease or other | ch is | not inherent | ct or contra | cts providir | ng for flat well royalty or e of oil or gas so extra |
| the right to ex | on for comp | THE RESERVE OF THE PARTY OF THE | lo V | | - In order bridge | and in place will | 11 13 | not innerenti | y related to | the volum | e of oil or gas so extra |
| the right to ex nilar provision oduced or ma | arketed? v | es L N | | T-I VO | the answ | er is Yes, you m | | se Affidavit F | 0 mm IV 60 | | |
| the right to ex nilar provision oduced or ma answer above equired Copie | is No, noth is (See rever | ing additions | onal is nee | eded. If | | | ay u | or rathautit I | orm 14-60. | 网络克斯克里尔 | |
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| the right to ex- milar provision oduced or ma unswer above equired Copies pies of this P | is No, nothes (See rever | ing additions and ication and | the enclo | and mlas | 1105.0 | transfer it y | | | oth to in | 0000 H | vered by hand to the about to the about to the Department |
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| the right to ex- nilar provision oduced or manager above equired Copies pies of this P ned coal open nes at Charle | is No, nothes (See rever Permit Appli rator, coal oston, West | ing additions and ication and | the enclo | and mlas | and recl | amation plan ha | Sign | een mailed by ing or delivery ded: Xan | registered in of this Per | mail or deli | ation to the Departmen |
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| the right to expended the right to expended or mainswer above equired Copies of this Pened coal openes at Charles ary: Commission I | is No, nothers (See rever Permit Applirator, coal of ston, West Expires 7-085-5 | serial of the control | the enclosed of the enclosed o | best platessee on the sessee of the sessee o | OFF DRII wwn below | amation plan has the day of the LICE USE ON LLING PERM v is evidence of parse hereof. Notif | Sign In NLY MIT | nission grantecton must be gi | registered rof this Per | nail or delirmit Applic | eation to the Department level. |
| the right to expended the right to expended or mainswer above equired Copies of this Pened coal openes at Charle ary: Commission I mumber 4 mit covering ints subject to No. 10) Prior listrict oil and | is No, nothers (See rever Permit Applirator, coal of ston, West Expires 7-085-5 | serial of the control | the enclosed of the enclosed o | best platessee on the sessee of the sessee o | OFF DRII wwn below | ICE USE ON LING PERM v is evidence of perse hereof. Notification of the permitted work has committed | Sign In Interpretation of the second | nission granted on must be gik. In addition d.) | registered in of this Per of this Per of this Per of this Per of the I to drill in open to the I to th | nail or delimit Application of the secondance of | e with the pertinent legal and Gas Inspector. is contractor shall notify |
| the right to exmilar provision oduced or mainswer above equired Copies of this Provided the coal openies at Charles ary: Commission I mumber 4 The covering of the covering | is No, nothes (See rever Permit Applirator, coal of ston, West Permit Applirator, coal of stone Permit Applirato | serial of the control | well loca ined hereing froads, lours before | best platessee on the sessee of the sessee o | OFF DRII wwn below the revealed pits fermitted | ICE USE ON LING PERM v is evidence of perse hereof. Notification of the permitted work has committed | Sign In Interpretation of the second | nission granted on must be gik. In addition d.) | registered in of this Per of this Per of this Per of this Per of the I to drill in open to the I to th | nail or delimit Application of the secondance of | -21 04/05/2024 |

Line Item Explanation

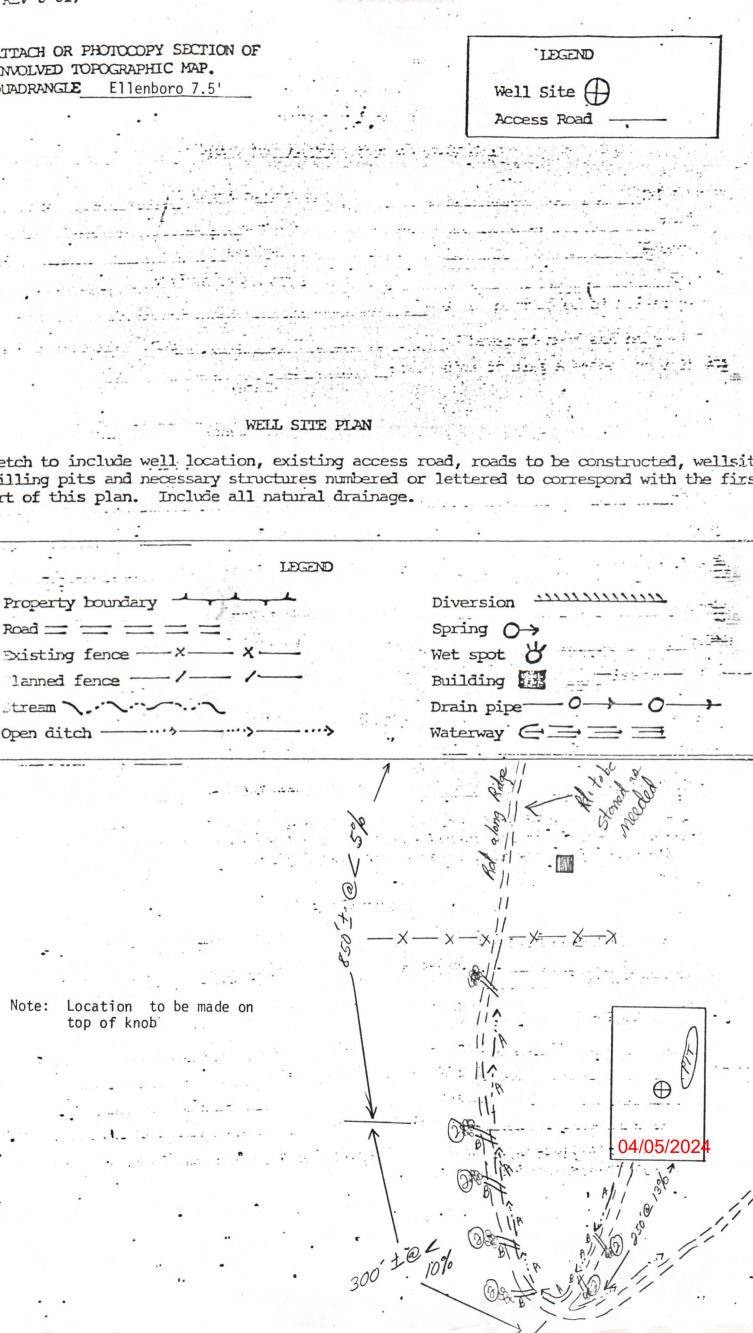
- 1) Date of Application
- Your well name and number
- To be filled out by office of oil & gas
- "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves underground reservoirs: "Gas" means all natural gas and all other fluid hydrocarbons not defined as oil.
- "Shallow well" means any well drilled and completed in a formation above the top of the uppermost member of 4B) the "Onondaga Group" or a depth less than six thousand feet, whichever is shallower.
 - "Deep well" means any well drilled and completed in a formation at or below the top of the uppermost member of the "Onondaga Group" or at a depth less then six thousand feet, whatever is shallower.

 - Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be 6) registered with the Secretary of State Office
 - Use separate sheet if necessary
 - Present surface owner at time application is filed. 8)
 - 9) Optional
- 11) See Reg. 7.01 relating to code §22-4-1k
- "Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to 12) or does operate a coal mine. See Note 24
- As per §22-4-20; See Note 24 13 & 14)
 - Work that will be attempted—A separate Form IV-2 shall not be required for fracturing or stimulating a well 15) 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.
 - Anticipated formation for which well will be completed 16)
 - Self explanatory 17)
 - Depth to deepest freshwater, and shallowest salt water, taken from nearby wells corrected for differences in 18) elevation
 - All coal seam depths 19)
 - Proposed casing program and cementing refer to Code 22-4-5, 22-4-6, 22-4-7, 22-4-8, 22-4-8a Reg 9.01, 15.01, 15.02, 15.03, 15.04, 25.01, 25.02, 25.03, 25.04
 - Code 22-4-11(c) In lieu of filing the lease or leases or other continuing contract or contracts, the applicant for a permit described herein may file the following:
 - (1)A brief description of the tract of land including the district and county wherein the tract is located;
 - (2) The identification of all parties to all leases or other continuing contractual agreements by which the right to extract, produce or market the oil or gas is claimed;
 - (3) The book and page number wherein each such lease or contract by which the right to extract, produce or market the oil or gas is recorded;
 - (4)A brief description of the royalty provisions of each such lease or contract.
 - 22) Code 22-4-11(d) and 22-4-11(e).
 - 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.

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 the receipt of this Application by the Department.

The following waiver must be completed by the coal operator and by any coal owner or coal lessee who has recorded a declaration under Code 22-4-20, if the permit is to be issued within fifteen (15) days of receipt thereof.

| | | WAIVER | 04/05/ |
|--|--------------------|---------------------|------------------|
| The undersigned coal operator amined this proposed well location. If a added to the mine map. The undersigne operator has complied with all applical | d had no onlection | I IO HIE WOLK DIODE | Sca to be active |
| operator has complied with an apparent | | 1289 | None |



| 77.0 | | |
|--------------|-------|--|
| (V-9 (Rev | 8-81) | |
| | | |

| (Surface of the same of the s |
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| Hants |
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| ATE | October | 15, | 1982 |
|-----|---------|-----|------|
| | | 1 | |

State of Mest Nirginia

API NO. 47

Bepartment of Mines Gil und Cas Bivision

CONSTRUCTION AND RECLAMATION PLAN

| COMPANY NAME Rimrock Production Corpora | ition Dr | ESIGNATED AGENT Robert L. Murdock |
|---|-------------|---|
| | | Address 4424B Emerson Ave., Parkersburg, W. |
| Telephone 304-485-6040 | | Telephone 304-485-6040 |
| ANDOWNER Richard S. Devereux | | SOIL CONS. DISTRICT Little Kanawha |
| Revegetation to be carried out by | Rimrock Pr | roduction Corporation (Agent) |
| This plan has been reviewed by | 1410 | Kanawha SOD. All corrections |
| and additions become a part of this pla | | 10-15-82 |
| | | (Date) |
| | far | (SCD Agent) |
| ACCESS ROAD | | LOCATION |
| structure Drainage Ditch | (A) | Structure See remarks on back (1) |
| pacing . N/A . | | Material |
| Page Ref. Manual 2-12 | | Page Ref. Manual |
| tructure Cross Drain | (B) | Structure(2 |
| pacing As required per grade Shown | | Material |
| age Ref. Manual 2-1 | | Page Ref. Manual |
| tructure | (C) | Stricture 00119 1982 (3 |
| pacing | | Material OIL & SAS DIVISION |
| age Ref. Manual | | Page Ref. Manual DEPT. DE MINES |
| - All structures should be inspected commercial timber is to be cut and structured from the site before | tacked and | and repaired if necessary. All . all brush and small timber to be |
| | ~ ~~~ | |
| . Ru | EVEGETATION | |
| Treatment Area I & II | | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| or correct to pH 6.5 | 3 | or correct to pH |
| ertilizer 600 lbs/acre (10-20-20 or equivalent) | dia T. | Fertilizerlbs/acre (10-20-20 or equivalent) |
| ulch Hay 2 Tons/acre | a : | Mulch Tons/acre |
| eed* Ky-31 35 lbs/acre | | Seed*lbs/acre |
| Ladino Clover 5 lbs/acre | | lbs/acre |
| | trefoil a | and clovers with the proper bacterium. |
| | PLAN PREP | ARED BY Smith Land Surveying |
| NOTES: Please request landowners' | . A | DDRESS 111 South Street |
| cooperation to protect new seedling for one growing season. | • | Glenville; W. V. 26351 |
| Attach separate sheets as necessary for comments. | РНО | NE NO. 462-5634 · · |
| | | |

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

lst. stage - From 3990-4000' - 40 (.39) holes - 1,500,000 SCF N₂ - 1000 gal acid.

2nd. stage - From 3940-3950 - 40 (.39) holes - 1,500,000 SCF N_2 - 800 gal. acid.

3rd. stage - From 3270-3900 - 23 holes (.39) - 793,000 SCF N_2 - 250 gal. acid.

4th. stage - From 2540-3230 - 22 holes (.39) - 850,000 SCF N_2 - 250 gal. acid.

WELL LOG

| | | | | REMAR | KS | The second outpressed by the second by |
|------------------------------|----------|-------------|-----------|--------|-------|--|
| FORMATION COLOR HARD OR SOFT | TOP FEET | BOTTOM FEET | Including | indica | tion | of all fresh |
| | | | | | | oil and gas |
| | | | | | | |
| Soil | 0 | 15 | | | | |
| Sandstone & Shale | 15 | 50 | | | | 44.00 |
| Sandstone & Shale | 50 | 100 | | | | - |
| Sandy Siltstone | 100 | 200 | | | | |
| Sandy Siltstone | 200 | 300 | | | | |
| Sandstone & Siltstone | 300 | 400 | | | | |
| Siltstone | 400 | 500 | | | | |
| Sandstone & Siltstone | 500 | 600 | | | | and a |
| Sandstone & Siltstone | 600 | 700 | | | | ender. |
| Sandstone & Siltstone | 700 | 800 | | | | |
| Silty Sandstone | 800 | 900 | | | | <u></u> |
| Silty Sandstone | 900 | 1000 | | | . 300 | Section. |
| Silty Sandstone | 1000 | 1100 | | | | |
| Sandstone & Siltstone | 1100 | 1200 | | | | Services |
| Sandstone & Siltstone | 1200 | 1300 | | | | |
| Sandstone & Shale | 1300 | 1400 | | | | |
| Sandstone & Shale | 1400 | 1500 | | | | |
| Sandstone & Shale | 1500 | 1600 | | | | |
| Sandstine & Shale | 1600 | 1700 | | | | |
| Shale & Lime | 1700 | 1800 | | | | |
| Sandstone & Shale | 1800 | 1900 | | | | |
| Sandstone - Shale & Lime | 1900 | 2053 | | | | |
| Greenbrier 1s | 2053 | 2143 | | | | |
| Big Injun | 2143 | 2153 | | | | |
| Shale | 2153 | 2300 | | | | |
| Shale | 2300 | 2400 | | | | |
| Shale | 2400 | 2518 | | | | |
| Berea | 2518 | 2520 | | | | |
| Shale | 2520 | 2600 | | | | |
| Shale & Sandy Siltstone | 2600 | 2700 | | | | |
| Sandy Siltstone | 2700 | 2937 | | | | |
| Fifth Sand | 2937 | 2945 | | | | |
| Shale | 2945 | 3500 | | | | |
| Shale & Siltstone | 3500 | 4000 | | | | |
| Shale & Siltstone | 4000 | 4500 | | | | |
| Shale & Siltstone | 4500 | 5004 | | | | |
| OHOTE G DITESCONE | 4500 | 3004 | | | | |

(Attach separate sheets as necessary)

| I | Rimrock Production Corpo | ration |
|-------|--------------------------|--------------|
| Wel | 1 Operator | 04/05/2024 |
| By: | Kan C. mc Kim | mie) - agent |
| Date: | December 9, 1982 | |

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 and encountered in the drilling of a well."

IV-35 (Rev 8-81)



OIL & GAS DIVISION State of Mest Hirginia
DEPT. OF MINE State of Mest Hirginia
Bepartment of Mines
Oil and Gas Division

| Date | Decemb | er 9, | 198 | 2 |
|--------|--------|--------|-----|------|
| Operat | or's | | | |
| Well N | lo. De | evereu | x # | 1 |
| Farm | Devere | ıx | | |
| API No | . 47 - | 085 | - | 5956 |

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

| WELL TIPE: | (If "Gas," | Production | n X / Under | grou | nd Sto | rage/ Deep | p/ Sha | llow_X | _/) |
|--|---|--|-------------------------------------|------|--|--------------|------------------------|----------|------|
| LOCATION: | Elevation: | 1159' | Watershed | | Wolfper | Run | | | |
| | District: | Grant | County | Rit | chie | Quadrangle | e Ellenb | oro 7. | 5' |
| COMPANY | | | | | | | | | |
| | Kimrock Product | | | 1 | | | | Cement | |
| | 4424 "B" Emers | | | | Casing | | | fill u | |
| | AGENT Robert | Carrier State of the Control of the | | | Tubing | g Drilling | in Well | Cu. f | t. |
| - magazine | 4424 "B" Emers | | | | Size 20-16 | | | | |
| | WNER Richard | | | | Cond. | | | | |
| | Rt. #1 Box 13 | | | | 13-10 | " | | | |
| | IGHTS OWNER R | | Devereux | | 9 5/8 | | | | |
| | Same as above | | | | 8 5/8 | 1265 | 1265 | 280 | sks |
| OIL AND G | AS INSPECTOR F | OR THIS W | ORK Samuel | | 7 | | | | |
| Hersman | ADDRESS_P | .0. Box 6 | 6. Smithvill | e,WV | 5 1/2 | | | | |
| PERMIT IS | SUED | | | | 4 1/2 | | 5000 | 650 | sks |
| DRILLING | COMMENCED No | vember 1, | 1982 | | 3 | | | 12 5 5 5 | |
| DRILLING (| COMPLETED No | vember 5, | 1982 | | 2 | | | | |
| CONTINUOUS | ABLE: PLUGGIN S PROGRESSION . VERBAL PERM | FROM DRII | LING OR | | Liners | | | | |
| - OR MANUFACTURE OF THE PARTY O | L TARGET FORMA | TION | Devonian Sh | ale | | Dep | th 2520-5 | 004 f | eet |
| | n of completed | | | | | | | | |
| | r strata depth | | - Carlotte San Taranta | | The same of the sa | | | -140.9 | |
| | seam depths: | | | | | | | area? | No |
| | | | 1 | _ | 10,6 | | | _ | |
| OPEN FLOW | | | | | | | 2522.5 | .001 | |
| | ucing formation | ports in a second second | | | | | | | |
| Gas: | Initial open | The second secon | | | | | | | |
| | Final open f | | | | | | | |)1/c |
| | Time of | open flo | w between i | niti | al and | final tests | 24 hc | 15/2024 | |
| Stat | ic rock pressu | re 880# | psig(sur | face | measu | rement) afte | r 24 hou | irs shut | : ir |
| (If | applicable due | to multi | ple complet | ion- | -) | | | | |
| Seco | nd producing f | ormation | | | 100 | Pay zone dep | th | f | eet |
| Gas: | Initial oper | flow | Mcf/ | d | Oil: | Initial open | flow_ | Bb | 1/0 |
| | Final open i | low | Mcf/ | d | Oil: | Final open f | low_ | Bh | 1/6 |
| | | MARCHE IN CO. | THE RESERVE ASSESSMENT AND ADDRESS. | | | final tests | 40 / 10 / 10 / 10 / 10 | | |
| Stat | ic rock press | | | | | | | | : ir |

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION



NOV 5 - 1982

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

INSPECTOR'S WELL REPORT

| Permit No.85-595C | | | Oil o | Gas Well |
|--|----------------------|---------------------|---|--|
| Company Rimrock Production Corp. | CASING AND TUBING | USED IN DRILLING | LEFT IN | PACKERS |
| Address | Size | | | |
| arm Richard S. Devereuf | 16 | | | Kind of Packer |
| | 13 | or and wasters | | The state of the s |
| Vell No. Deveruf #/ | - 10 | | and the second | G: |
| istrict Grant County Ritchie | 81/4 | | The second second | Size of |
| rilling commenced 10-30-82 | 6% | | | Depth set |
| | 5 3/16 | | | |
| rilling completedTotal depth | 3 | | | 7 |
| ate shotDepth of shot | 2 | | 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | Perf. top |
| itial open flow/10ths Water inInch | Liners Used | | | Perf. top |
| pen flow after tubing/10ths Merc. inInch | | | | Perf. bottom |
| lumeCu. Ft. | CASING CEMEN | TED | _SIZE_ | No. FTDat |
| ck pressurelbshrs. | NAME OF SERV | | | Dati |
| bbls., 1st 24 hrs. | COAL WAS ENC | COUNTERED A | AT | FEETINCHES |
| sh waterfeetfeet | | | | FEETINCHES |
| t waterfeetfeet | | | | FEETINCHES |

Remarks:

Rég on location - Mo Pit - Shut Down

MOV 5 - 1982

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

10-30-82

Samuel M. 404/05/2024

DISTRICT WELL INSPECTOR

DATE

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

| ermit No | | | | Wei | II No | |
|---|-------------------|----------|--|-----------|--------------|-------------|
| OMPANY | | | ADDRESS | | | |
| ARM | er (-Rail g) Keep | DISTRICT | r(| COUNTY | NEWSTAN ! | 4 |
| lling Material Used | | | | | | 1173 |
| ner Loc | ation | Amount | Packer | Location | | |
| PLUGS USED A | ND DEPTH PLACED | | BRIDGES | CASIN | G AND TU | BING |
| CEMENT-THICKNESS | WOOD-SIZE | LEAD | CONSTRUCTION-LUCATION | RECOVERED | SIZE | LOST |
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| illers' Names | | | | | | 100 |
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04/05/2024 DISTRICT WELL INSPECTOR

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION



MOV 9 - 1982

INSPECTOR'S WELL REPORT

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

| Permit No. 85-5956 | | | Oil o | r Gas Well |
|---|--------------------|---------------------|---------|------------------------|
| Company Rimrock Production Corps | CASING AND TUBING | USED IN DRILLING | LEFT IN | PACKERS |
| Address | Size | | | April 1884 - Page 1 |
| Farm Richard S. Devereux | 16 | | | Kind of Packer |
| Well No Deverup #/ | 13 | | | |
| District Shant County Ritchie | 10 | | | Size of |
| | 81/4 | | 1 124 | |
| Drilling commenced 10-30-82 | 5 3/16 | | A | Depth set |
| Drilling completedTotal depth | - 3 | | | Perf. top |
| Date shotDepth of shot | _ 2 | | | Perf. bottom |
| Initial open flow/10ths Water inInc | h Liners Used | | | Perf. top |
| Open flow after tubing/10ths Merc. inIncl | | | | Perf. bottom |
| VolumeCu. Ft | | TED | _SIZE | No. FTDat |
| Rock pressurelbshrs | 1 | | | |
| Oil | . COAL WAS EN | COUNTERED | AT | FEETINCHES |
| Fresh water long feet feet feet | FEET_ | INCHI | es | FEETINCHES |
| Salt waterfeetfeet | FEET_ | INCHE | ES | FEETINCHES |
| Drillers' Names Willard Speece - A. F. | Collins - | 2/ | 10 | |
| F.W.A. Rig 23 | +10 | renneg | al a | ner |
| Remarks: | tool Pu | Her - | Horley | Jars |
| Ran 1265 for | taf 85 | asing | | |
| actifus loss Ram | 181 20 4 | D- A | 0 0 | |
| 100 sacks reg - Good circulation | total 28 = Plug de | own at | 1:14 P | PM. |
| //-2-82 BATE | 0 | | | Hersman |
| | | | D | ISTRICT WELL INSPECTOR |

04/05/2024

11-4-82 BATE

DEPARTMENT OF MINES

Form 26 2/16/82

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

| Permit No. | | | | | II No | |
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| OMPANY | | | ADDRESS | | | 1 10 10 |
| ARM | | DISTRIC | T | COUNTY | | |
| illing Material Used | | | | | | |
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| | | Amount | Packer | Location | | |
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| CEMENT-THICKNESS | WOOD-SIZE | LEAD | CONSTRUCTION-LUCATION | RECOVERED | SIZE | LOS |
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| lers' Names | | | | | | |
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| DATE | hereby certify I vis | ited the above | well on this data | | 04/05 | 12024 |

DISTRICT WELL INSPECTOR

STATE OF WEST VIRGINIA DEPARTMENT OF MINES

OIL AND GAS DIVISION

FINAL INSPECTION REQUEST

INSPECTOR'S COMPLIANCE REPORT



OIL & GAS DIVISION

DEPT. of MINES

| | 17-085-5956 | County Retelli | io . | |
|-----------|-----------------------------------|--|------------------------|--|
| | 0.00 | | 1 | A CONTRACTOR OF THE PARTY OF TH |
| | wrock Prod. lorg. | Farm Deverer | , | |
| Inspector | amuel Hersman | Well No. Devere | uf #/ | |
| Date //- | 30-83 | | | |
| | | | | |
| | • | | IN COMP | |
| RULE | DESCRIPTION | | Yes | No |
| 23.06 | Notification Prior to starting Wo | ork | | |
| 25.04 | Prepared before Drilling to preve | ent waste | discussion (Section 1) | |
| 25.03 | High-Pressure Drilling | | - | - |
| 16.01 | Required Permits at wellsite | | - | |
| 15.03 | Adequate Fresh Water Casing | | - manuscript and makes | |
| 15.02 | Adequate Coal Casing | | | - |
| 15.01 | Adequate Production Casing | | | - |
| 15.04 | Adequate Cement Strength | | | |
| 23.02 | Maintained Access Roads | | | |
| 25.01 | Necessary Equipment to prevent Wa | aste | | |
| 23.03 | Reclaimed Drilling Site | | | - |
| 23.04 | Reclaimed Drilling Pits | | -/ | |
| 23.05 | No surface or underground Pollut | ion | | |
| 7.03 | Identification Markings | | | |
| COMMENTS: | OK to Res | Pease | | |
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| | | , | | |

I have inspected the above well and (HAVE/HAVE NOT) found it to be in compliance with all of the rules and regulations of the Office of Oil and Gas Department of Mines of the State of West Virginia.

| SIGNED: Samuel M. | Heroman |
|-------------------|------------|
| DATE: 11-30-83 | 04/05/2024 |



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

WALTER N. MILLER DIRECTOR

December 27, 1983

THEODORE M. STREIT ADMINISTRATOR

Rimrock Production Corporation 4424 B Emerson Avenue Parkersburg, W. Va. 26104 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:

| 1 | PERMIT NUMBER | FARM AND WELL NUMBER | DISTRICT |
|---|----------------------|--|----------------|
| | RIT-5735 RIT-5797 | Homer Nichols, et al, A #1 D.M.Lawrentz/Cassidy #1 | Grant Grant |
| | RIT-5956 | Richard S. Devereux, #1 | 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

Dept. Mines-Office of Oil & Gas

TMS/

OIL AND GAS LEASE 47-085-5956 _ day of _September THIS AGREEMENT, made this _ Richard S. Devereux & Wife, Janet L. Devereux Route 1, Box 130 Cairo, WVA 26337 hereinafter known as the "LESSOR", whether one or more, RIMROCK PRODUCTION CORPORATION hereinafter known as the "LESSEE", whether one or more, 4424 "B" Emerson Avenue, Parkersburg, WVA 26104 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: Grant TKXXXXXXXXIXIO and more particularly described at Volume <u>176</u>, Page <u>187</u>, of the Deed Records of <u>Ritchie</u> County, West Virginia __ , which description is hereby referred to and incorporated herein by reference; which property is bounded substantially as follows: NORTH by lands of Richard S. Devereux & S. Bird Westvaco EAST by lands of ____ Westvaco & F. Carmichael 1987 SOUTH by lands of _ Carmichael Heirs & Richard S. Devereux WEST by lands of _ 33.33 OIL & GAS DIVISION Containing __ _ acres, more or less. 2. It is agreed that this lease shall remain in force for a primary term of Six (6) Months from this date and as long the reafter 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 March 14, 19 83 the sum of \$

- unloss LESSEE pays or tenders
- are delayed. Euch 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
- 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 \$ 2.00 $_{\perp}$ 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 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 outside feet of gas per annum for domestic use in one single family dwelling located or finis property. Such free gas shall be taken through LESSOR's own appliances and LESSOR shall be responsible for using economical appliances. LESSOR further convenants 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 Lessor, at above
- Baok as address , 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 in event 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 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.

LESSEE De prevented oil or gas therefrom by operation of force majeure, any Federal or State law, or any order, rule, or regulation or from producing oil or gas therefrom by operation of force majeure, any Federal or State law, or any order, rule, or regulation on or from producing oil or gas therefrom by operations on the lease shall be extended while and so long as LESSEE is prevented by any such be in damages for failure to comply therewith; and this lease shall be extended while and so long as LESSEE is prevented by any such the lease drilling or reworking operations on or from producing oil or gas from the leased growing and the lease of producing oil or gas from the leased growing and the lease of growing one of the lease of growing of the lease of growing or growing one of the lease of growing or growing rom conducting drilling or reworking operations on or from producing oil or gas from the leased premises, anything in the lease to the ary 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 15. If LESSON 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. 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. IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this instrument as of the day and year first above written.
19. See Addendum for additional provisions attached hereto and made a part Kereof. WITNESS _ (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) _ (SEAL) WEST VIRGINIA ACKNOWLEDGEMENT STATE OF WEST VIRGINIA To-wit: COUNTY OF RITCHIE KAREN SWADLEY _____, a Notary Public of said County, do hereby certify that _ Richard S. Devereux & wife, Janet L. Devereux whose name <u>sare</u> signed to the within writing bearing date the <u>14th</u> day of <u>September</u>, 19 <u>82</u> ha_Ve___ this day acknowledged the same before me in my said County. Given under my hand this 7th day of October, 19 82 Oct. 13, 1991 My Commission expires OHIO ACKNOWLEDGEMENT STATE OF OHIO SS COUNTY OF _ Before me, a Notary Public in and for said county, personally appeared the above named _ who acknowledged he _____ did sign the foregoing instrument, and that the same is _____ free act and deed. In testimony whereof I have hereunto subscribed my name at _ day of __ ______, 19 ___

My Commission expires ___ Notary Public

1982

EASTON PRINTING CO. PARKERSBURG.

OIL & GAS DIVISION DEPT. OF MINES

| Date O4/05/202 | | To Gas | - 19 | |
|----------------|-----------|---------|-------|---|
| | | , ē | 5 | |
| Acres | | | | |
| Location | | | | |
| County | | | State | |
| Term | | | | |
| | BECOBDING | DING DA | DATA: | 1 |

Standard Form

OIL AND GAS LEASE

| OIL AIND GAO LLAGE | | |
|--|--|--|
| THIS AGREEMENT, made this 16th day of Sep | tember | 19 82 |
| by and between Rella C. Farson & Husband, Frank Farson: F | rank E. Gilmore | cinala. |
| C. Gayle Gilmore & Wife, Grace Gilmore; Donald H. Gil | more & Wife. Ch | eslea |
| Gilmore, and Benjamin Gilmore, Jr. (a/k/a B. F. Gilmo Gilmore of 2205-23rd St., Parkersburg, W.Va. 26101 Rimrock Production Comparation | as the "LESCOD" | e, bernice |
| Rimrock Production Corporation hereinafter known 4424 B Emerson Avenue, Parkersburg, W.Va. 26101 | n 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 value hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby GRAN and gas and all of the constituents of either in and under the following does it had been the constituents of either in and under the following does it had been the constituents of either in and under the following does it had been the constituents of either in and under the following does it had been the constituents of either in and under the following does it had been the constituents of either in and under the following does it had been the constituents of either in and under the following does it had been the constituents of either in and under the following does hereby acknowledged. | IT and LEASE unto the LESSE | E all of the oil |
| pipelines, erecting tanks, machinery, and the right to do all other things necessary and proper for the dr gas and their constituents from the property which is more particularly described below: | rilling and operating for oil ar rilling, production, and marke | nd gas, laying iting of oil and |
| Situated in Section | Ritchie , State of . | W.Va. |
| and more particularly described at Volume | Ritchie | County |
| w. va. substantially as follows: , which description is hereby referred to and incorporated herein | by reference; which propert | y is bounded |
| NORTH by lands of Richard S. Devereux & S. Bird | MIRRAM | |
| EAST by lands ofWestvaco | | |
| SOUTH by lands of Westvaco & F. Carmichael | OCT 1 9 198 | 2 |
| WEST by lands of Carmichael Heirs & Richard S. Devereux | | , |
| Containing 33.33 acres, more or less | OIL & GAS DIVI | SION |
| 2. It is agreed that this lease shall remain in force for a primary term of Six (6) Months operations for oil or gas, or either of them, are being conducted on the premises, or oil or gas, or eit quantities. It is expressly agreed that if LESSEE shall commence drilling operations at any time while the and its terms continue so long as such operations are prosecuted, and if production results therefrom paying quantities. | ther of them, is being produc his lease is in force, it shall re n then as long as production | eed in paying main in force continues in |
| If, after expiration of the term of this lease, production from the leased premises in paying quantities not terminate provided LESSEE resumes operations for the production of oil or gas within sixty (60) day remain in force during the prosecution of such operations, and, if production results therefrom, as long produced in paying quantities. | shall cease from any cause, the rs from such cessation, and the thereafter as oil or gas or eith | nis lease shall nis lease shall ner of them is |
| 3. LESSEE shall commence operations for a well on the leased premises or on acreage pooled the | nerewith as provided berein | |
| are delayed. Such payment shall be a rental for the privilege of deferring commencement of drilling oper manner, and upon like payments or tenders, the commencement of drilling operations shall be further of the first operations of the further of the commencement of drilling operations shall be further of the commencement of drilling operations shall be further of the commencement of drilling operations shall be further of the commencement of drilling operations shall be further of the commencement of drilling operations shall be described by the commencement of drilling operations of the commencement of the commencement of the commencement of the commencement o | h months the | at operations - |
| | | |
| 4. If a well capable of producing oil or gas or the constituents of either in paying quantities located or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such otherwise not produced by the LESSEE due to lack of a market, and no oil or gas or their constituents is less such shut in well shall be deemed to be a well on the leased premises producing in paying quantities all of the time while such well is so shut in, whether before or after the expiration of the primary term. I market any production from such well or wells but shall be under no obligation to market such products which in LESSEE's good faith judgment are unsatisfactory. | n well) is at any time shut in, s sold or utilized off the premise and this lease shall remain in LESSEE shall use reasonable under terms, conditions or cir | uspended or es, neverthe- force during diligence to cumstances |
| LESSEE shall be obligated to pay or tender to LESSOR within sixty (60) days after any such well is si royalty, an amount equal to \$ 2.00 per acre per year it being the intention of the parties that the | hut in and each anniversary t | hereafter, as |
| royalty, an amount equal to $\frac{2.00}{per acre per year it being the intention of the parties that this for sixty (60) days after shutting in any well without payment.$ | s lease shall remain in full for | ce and effect |
| 5. LESSEE agrees to pay to the credit of the LESSOR one-eighth (1/8) of all the oil produced and save of cost to the purchasing agency, and one-eighth (1/8) of the proceeds of all the gas marketed and so 6. LESSOR reserves to himself, free of cost, 200,000 cubic feet of gas per annum for domestic use in property. Such free gas shall be taken through LESSOR's own appliances and LESSOR shall be responsed by the convenants and agrees that his taking and use of such gas shall be wholly at his own right hold harmless LESSEE for any accident or damage caused thereby to either the parties to this agreement be liable for any shortage or failure in the supply of gas for said domestic use. | one single family dwelling loo one single family dwelling loo onsible for using economical isk and LESSOR agrees to inc t or any third party, and LESS | ole monthly. cated on this appliances. demnify and SEE shall not |
| 7. All payments made to LESSOR under the terms of this lease shall be made to the LESSOR, or any by United States mail to the address set forth herein or to the credit of LESSOR, or any one of them, | in Lessors, at | above |
| agent for the purpose of receiving said payment. If said bank should fail, liquidate or be succeeded by an to accept payments on behalf of LESSOR, LESSEE shall not be held in default for failure to make said pay fide attempt to make said payment and in no event shall any default be declared against LESSEE unt written notice of said default during which time LESSEE shall have the right to make the payment then 8. Any notice or demand required by this agreement shall be made to the LESSOR and LESSEE at the sors or assigns of the LESSEE herein at the address set forth in the instrument of conveyance as recorded in States mail, postage prepaid, or in person. | ors are hereby designated a other bank, or for any reason ment so long as LESSE has rill thirty (30) days after LESS in default and thereby cure address set forth herein and the County Recorder's Office | s LESSOR's fail or refuse made a bona SEE receives said default. d to succes- ce by United |
| 9. LESSEE is authorized to pool or combine the land covered by this lease, or any portion thereof, or fix the any other land, lease or leases when in LESSEE's judgment it is advisable to do so in order to properly pooling shall be into a well unit or units not exceeding approximately forty (40) acres for oil and not exceed acres for gas. LESSEE shall execute and record an instrument or instruments identifying and describing or reworking operations anywhere on the unit which includes all or a part of this lease shall be treated as it operations under this lease. In lieu of the royalties elsewhere herein specified, LESSOR shall receive from royalties stipulated herein as the amount of his acreage placed in the unit or his royalty therein bears to the unit involved. 10. The rights of either party hereunder may be assigned in whole or in part, and the averaging the land. | ly develop or operate said prei ling approximately six hundre the pooled acreage. Product if it were production, drilling o a unit so formed only such po e total acreage so pooled in th | mises. Such d forty (640) tion, drilling or reworking ortion of the ne particular |
| heirs, successors, and assigns; but no change or division in ownership of the land, rentals or royalties | however access to the bind | ing on, their |

neirs, 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 economic documents of title transferring title from LESSOR. In the event of assignment hereof, in whole or in part, liability for breach of any purpose under 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 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

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.

ions thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law, or any order, rule, or regulation by governmental authority, then while so prevented, LESSEE's obligation to comply with such covenant shall be suspended, and LESSEE shall 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 such 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.

| IN WITNESS WHEREOF, the parties hereto, into above-written. | ending to be | e legally bou | ind, have | executed th | nis instrum | ent as of the | day and ye | ear first |
|---|-----------------|---------------|------------|-----------------|----------------|-----------------|------------|----------------------------|
| Rella C. Farson | | | Grac | a ce e Gilmo | Hil | yora | | |
| Frank Farson | | | Dona | nald. | H Li Silmor | ilmore e | | (SEAL) (SEAL) (SEAL) |
| Frank E. Gilmore | | | Ches | lea Gi | Imore | | | (SEAL) |
| C. Gayle Gilmore | | | Ben j | amin G | 1 | with the same | | (SEAL) (SEAL) (SEAL) |
| STATE OF WEST VIRGINIA COUNTY OF | | To-wit: | LEDGEM | ENT | rmore | | | |
| I, | | , a Not | ary Public | of said Cou | unty, do he | reby certify th | nat | |
| whose name signed to the within we ha this day acknowledged the same before | | | | da | ay of | | , 19 | |
| Given under my hand this da | | | , 19 | | | | | |
| My Commission expires | | | | | Notar | y Public | | |
| COUNTY OF | | | | | | | who ackno | |
| whereof I have hereunto subscribed my name at | | | | | | | | |
| My Commission expires | | | | | Nota | ry Public | | |
| DECEEVED OCT 1 9 1982 | | Term | | Acres | Date | | | Standard Form 100 Oil ar |
| OCT 1 9 1982 OIL & GAS DIVISION DEPT. OF MINES | RECORDING DATA: | | | | | 04/ 7 | - 11 | <u>t</u> |
| WY WY | G DATA: | | State | | | | - 11 | Gas Lease |
| | | | | | 19 | | | Ō |

| STATE OF WEST VIRGINIA TO-WIT: |
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| COUNTY OF Word + |
| I, Lou Han flound, a Notary Public of said |
| County, do hereby certify that Killing . Farsen & Frank |
| Karren, her histories whose names are signed to the within |
| writing bearing date the 16th day of Sept, 1982 have |
| this day acknowledged the same before me in my said County. |
| Given under my hand this 16th day of Lost, 1982. |
| Lois Horary Public |
| My Commission expires 9/25/87 OCT 19 1982 |
| STATE OF WEST VIRGINIA |
| COUNTY OF Word DEPT. OF MINES |
| I, Low How Placeh, a Notary Public of said |
| County, do hereby certify that Front E. Dilming |
| whose name is signed to the within writing |
| bearing date the Woth day of Soph, 1982 have this day |
| acknowledged the same before me in my said County. |
| Given under my hand this 16th day of Sept., 1982. |
| Lois Hauf Phicall Notary Public |
| My Commission expires $9/25/87$ |
| |
| STATE OF WEST VIRGINIA |
| COUNTY OF COUNTY OF COUNTY |
| I, Low Han Albuah, a Notary Public of said |
| County, do hereby certify that aule July 1979 |
| Since Dilmore his whose names are signed to the within |
| writing bearing date the 1/2th day of Sept., 1982 have this |
| day acknowledged the same before me in my said County. |
| Given under my hand this Moth day of Sight, 1982. |
| - 1: Ha Alland |
| 12 Deblie |

| STATE OF WEST VIRGINIA |
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| COUNTY OF WIT: |
| I, Betty M. Ichlatter, a Notary Public of said |
| County, do hereby certify that Monald H. Dilmow + |
| Chesles Silmore hestir f whose names are signed to the within |
| writing bearing date the 17th day of Sout., 1982 have |
| this day acknowledged the same before me in my said County. |
| Given under my hand this 17^{4} day of 1982 . |
| |
| Setty M. Schlatter Notary Public |
| My Commission expires 10-3-83 OCT 19 1982 |
| |
| STATE OF WEST VIRGINIA TO-WIT: O'U & GAS D'WEION DEPT. OF MANAGE |
| COUNTY OF WOOD |
| I, Both m. Schlatter, a Notary Public of said |
| County, do hereby certify that Bryamin Dilmore & & Bernice |
| The signed to the within writing |
| bearing date the 17th day of Sout., 1982 have this day |
| acknowledged the same before me in my said County. |
| Given under my hand this 17^{12} day of 1982 . |
| Bethy M Schlatter Notary Public |
| My Commission expires $10-3-83$ |
| |
| |
| STATE OF WEST VIRGINIA TO-WIT: |
| COUNTY OF |
| I,, a Notary Public of said |
| County, do hereby certify that |
| whose name signed to the within |
| writing bearing date the day of, 19 ha this |
| day acknowledged the same before me in my said County. |
| Given under my hand this day of, 19 |
| orven dider my name tills day or, 17 |

OIL AND GAS LEASE

| THIS AGREE by and between: | | | day of Se | ptember | | , 19 | 82 |
|--|--|--|---|--|--|--|--|
| | Route 1 | 0.000 | | | | | |
| | Cairo, WVA | 1 26337 | | | | | |
| andRIMROO 4424 " | K PRODUCTION COR B" Emerson Avenu | RPORATION ue, Parkersburg, | | | the "LESSOR", w | | |
| WITNESSETH: 1. That the Li hereby acknowled and gas and all of t and market oil and pipelines, erecting | ESSOR, in consideration ged, and of the covenants he constituents of either, it gas and their constituen tanks, machinery, and the stituents from the propert | of the sum of One Dolla s and agreements hereina n and under the following its, and also the right to e e right to do all other thin ty which is more particu | r (\$1.00), and other good fter contained, does her described land, togethe enter thereon for the pur- gs necessary and prope larly described below: | er with the exclure of drilling for the drilling | Id LEASE unto the usive right to opera g and operating for g, production, and | LESSEE a ste, drill for or oil and g marketing | Il of the o , produce las, laying of oil and |
| and more particula | arry described at volume | Grant | 1 af Ab - D - 1 D | D: 1 | -1-1 | | |
| West Virgin substantially as fo | which o | description is hereby ref | erred to and incorporat | ted herein by r | eference; which p | property is | _ County |
| NORTH by lands | of Richard S. De | vereux & S. Bir | d | | JE GAL | Wh | and the same |
| EAST by lands of | | 200 | | Condition | No. | Contract of the second | 15 SE |
| SOUTH by lands of | | | | Confi | ncT19 | 1982 | The state of the s |
| WEST by lands of | Carmichael He | irs & Richard S. | . Devereux | | | 1002 | |
| 2. It is agreed operations for oil of quantities. It is expand its terms contipaying quantities. | that this lease shall remain or gas, or either of them, pressly agreed that if LESS inue so long as such oper | n in force for a primary ter are being conducted on SEE shall commence dril rations are prosecuted, a | the premises, or oil or ling operations at any tir and if production results | gas, or either me while this le therefrom the | ase is in force, it s in as long as prod | estong the produced in hall remain uction con | reafter as n paying n in force tinues in |
| remain in force dur produced in paying | ion of the term of this lease ded LESSEE resumes ope ing the prosecution of suc g quantities. | ch operations, and, if pro | duction results therefron | m, as long there | m such cessation, eafter as oil or gas | and this le or either o | ase shall f them is |
| are delayed. Such r manner, and upon primary term of thi | payment shall be a rental for like payments or tenders, s lease, | SEE pays or tenders the sor the privilege of deferring the commencement of the commenc | um of \$ ng commencement of dr rilling operations shall b | for each rilling operation e further defer | monns for the above perced for successive | ths that op criod of tim periods de | erations e. In like uring the |
| otherwise not product less such shut in we all of the time while market any product which in LESSEE's | able of producing oil or gath all or a portion of the lead uced by the LESSEE due to all shall be deemed to be a e such well is so shut in, well good faith judgment are | o lack of a market, and no well on the leased premi- thether before or after the s but shall be under no of unsatisfactory. | o oil or gas or their const ses producing in paying e expiration of the prima bligation to market such | tituents is sold quantities and ary term. LESS products unde | i) is at any time shor utilized off the p this lease shall ren EEE shall use reasont terms, condition | ut in, suspe remises, na nain in forc onable dilig s or circum | ended or everthe- e during gence to estances |
| LESSEE shall b | e obligated to pay or tend | er to LESSOR within sixt | y (60) days after any suc | ch well is shut in | n and each annive | rsary there | ofter on |
| for sixty (60) days | after shutting in any well | without payment. | the intention of the part | ies that this lea | se shall remain in f | ull force ar | nd effect |
| LESSOR res property. Such free LESSOR further co hold harmless LESS be liable for any sh | ees to pay to the credit of the nasing agency, and one-eerves to himself, free of congress shall be taken through the name of a gas shall be taken through the name and agrees that of any accident or day or tage or failure in the substants and et of ESSOR updet to the same of the substants. | ost, 200,000 cubic feet of gh LESSOR's own applia his taking and use of suc mage caused thereby to a | gas per annum for dome ances and LESSOR sha ch gas shall be wholly at either the parties to this | estic use in one sold from the stic use in one sold in | om said premises, single family dwell le for using econo nd LESSOR agree iny third party, and | payable ming located bring located bring located brings apply to indemnate the second located brings and the second located brings apply to the second located brings and the second located brings apply the second located brings are second located brings and the second located brings are second located brings and the second located brings are second located | nonthly. d on this liances. nify and hall not |
| Bymwat | made to LESSOR under t ail to the address set fort | or o | or E2000H, or any one | of them, in | Lessor, at | above | |
| agent for the purpos to accept payments fide attempt to mak written notice of sai 8. Any notice of sors or assigns of the States mail, postage | se of receiving said payme on behalf of LESSOR, LES e said payment and in no id default during which tin required by this e LESSEE herein at the add e prepaid, or in person. | SSEE shall not be held in a event shall any default ne LESSEE shall have th agreement shall be made dress set forth in the instru | be declared against LE e right to make the payr to the LESSOR and LE iment of conveyance as i | e said payment SSEE until thin ment then in de SSEE at the addresses recorded in the | r bank, or for any re so long as LESSE rty (30) days after efault and thereby dress set forth her County Recorder | eason fail on E has made LESSEE rocure said ein and to see office by | rrefuse e a bona ecceives default. succes- United |
| pooling shall be into acres for gas. LESS or reworking operati operations under thi royalties stipulated I unit involved. | uthorized to pool or combinate lease or leases when in LE a well unit or units not except shall execute and recoions anywhere on the unit is lease. In lieu of the royal therein as the amount of his | eeding approximately for ord an instrument or instru- which includes all or a pa ties elsewhere herein spe s acreage placed in the ur | ty (40) acres for oil and numents identifying and cart of this lease shall be to cified, LESSOR shall recait or his royalty therein b | not exceeding a describing the preated as if it we desire from a united as the total described in the total descri | relop or operate sa pproximately six h pooled acreage. Pr ere production, dri t so formed only su al acreage so poole | id premise: undred for oduction, lling or rew ich portion d in the par | s. Such by (640) drilling vorking a of the rticular |
| enlarge the obligation days after LESSEEs documents of title training under shall rest except 11 LESSEEs ha | feither party hereunder m nd assigns; but no change ons or diminish the rights of hall have been furnished be ansferring title from LESS lusively upon the owners | of LESSEE; and no chang by certified mail at LESSE OR. In the event of assign of this lease or portion | e or division in such own E's principal place of but ment hereof, in whole o thereof who commits su | royalities, nowe nership shall be siness with orig or in part, liabili uch breach. | e binding on LESS ginals or certified control of the formula of th | d, shall ope EE until this opies of re you bigate | erate to rty (30) corded beere- |
| have the right to use shall also have the right draw and remove ca | all have and enjoy all rights , free of cost, gas, oil and v ght at any time to remove a sing. | water produced on said la all or any part of the maci | y and convenient for the and for its operations the ninery, fixtures or struct | proper use and reon, except wa ures placed on | development of thater from wells of L said premises inc | is lease, an ESSOR. LI luding the i | d shall ESSEE right to |

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.

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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.

| COUNTY OF ALCOLO | ing date the | Public of said Co | J. Jameson | (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) |
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| ha_S this day acknowledged the same before me in my s Given under my hand this day of _Sep | said County. | | day of <u>September</u> | er, 19_82 |
| Given under my hand this 16 th day of Sep | | | | |
| | | 19 82 | | |
| Mr Commisson Expires November 9, 1983 | - | 6/ | sita L. | Finley |
| My Commission expires | | | Notary Public | 5 |
| Before me, a Notary Public in and for said county, personally a | -) appeared the abo | ve named | | who acknowledged |
| that he did sign the foregoing instrument, an | nd that the same | is | | |
| whereof I have hereunto subscribed my name at day of | | | | , this |
| My Commission expires | | | | |
| | - | | Notary Public | |
| | County Term _ | Acres | Date | |
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| OCT 1 9 1982 OR A GAS DIVISION DEPT. OF MARKET | | | | 04/05/2024 |
| OIL & GAS DIVISION | | | | ရ ၂ ရ |
| DEPT. OF W. N.L. | | | | Gas |
| TA: | State | | | E |
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| In the second se | 1 1 1 | | | (0) |

OIL AND GAS LEASE

| TH | IIS AGREEME | NT, made this _ | 14th | day of | September | 1982 |
|--|--|--|--|--|--|---|
| by and | between: | Agnes Roge | ers | | | . 1902 |
| | | Box 7 | | | | |
| | | Ellenboro, | WVA 26346 | | | |
| | | | | her | einafter known as the W. | ESSOR", whether one or mor |
| and | RIMROCK | PRODUCTION | CORPORATION | | reinafter known as the "LE | SSOR", whether one or mor |
| | 4424 "B | " Emerson A | venue, Parkersbu | urg, WVA 26104 | cinatter known as the "L | ESSEE", whether one or mor |
| 1. hereby and gas and ma pipeline gas and | s and all of the irket oil and g es, erecting ta d their constit | constituents of eit as and their const nks, machinery, a uents from the pr | her, in and under the follo ituents, and also the righ nd the right to do all othe operty which is more pa | owing described land, tog to enter thereon for the | ether with the exclusive rig e purpose of drilling and o | leration, the receipt of which SE unto the LESSEE all of the o tht to operate, drill for, produce operating for oil and gas, layin function, and marketing of oil an |
| | d in Section- | | Grant | Township /District, C | County of Ritchie | State of WVA |
| ind mo | re particularly VA | y described at Vo | iume, Page _ | 187 of the Deed | Records of Ritchie | _ |
| | tially as follo | ws: | hich description is hereb | by referred to and incorp | orated herein by reference | ce; which property is bounde |
| NORTH | by lands of | | Devereux & S. | | | |
| | y lands of | Westvaco | - store de D. | DIIU | - Lines | |
| | by lands of | | F. Carmichael | | | 1000 |
| | by lands of | | Heirs & Richar | d C D | | 001 1 9 1302 |
| Contain | 22 | . 33 | | d S. Devereux | | |
| 2 1 | t is agreed the | t this lease shall s | more or less. | Siv (6) | | OIL & GAS DIVISION |
| quantitie and its to paying o | es. It is expres terms continu quantities. | ssly agreed that if e so long as such | LESSEE shall commence operations are prosecut | e drilling operations at a ted, and if production re | ny time while this lease is in sults therefrom then as lo | s date and as long thereafter as it, is being produced in paying in force, it shall remain in force ing as production continues in |
| emain i roduce | n force during d in paying q | the prosecution uantities. | of such operations, and, i | f production results then | efrom, as long thereafter a | rom any cause, this lease shall cessation, and this lease shall s oil or gas or either of them is |
| 3. L | ESSEE shall | commence opera | tions for a well on the le | ased premises or on acr | eage pooled therewith as | provided herein, on or before |
| | | | | | | |
| ne delay | and upon like | ment shall be a re 2 payments or ten | ntal for the privilege of ded ders, the commencement | of drilling operations of | of drilling operations for th | months that operations he above period of time. In like successive periods during the |
| rimary | term of this k | 2000. | | operations of | an be further deferred for t | successive periods during the |
| therwisess such If of the parket a thich in | e not produce a shut in well s time while su ny production LESSEE's go | ed by the LESSEE shall be deemed to lich well is so shut from such well of lood faith judgmen | due to lack of a market, a be a well on the leased p in, whether before or aft wells but shall be under t are unsatisfactory. | nd no oil or gas or their or remises producing in pa- er the expiration of the p no obligation to market | eration of such well) is at a constituents is sold or utiliz ying quantities and this lead primary term. LESSEE sha such products under terms | d premises (or acreage pooled ny time shut in, suspended or ed off the premises, neverthe- se shall remain in force during Il use reasonable diligence to , conditions or circumstances |
| LES | SEE shall be o | bligated to pay or ual to \$ 2.00 | tender to LESSOR within | n sixty (60) days after any | such well is shut in and ea | ach anniversary thereafter, as |
| or sixty | (60) days after | er shutting in any | well without payment. | eing the intention of the | parties that this lease shall | remain in full force and effect |
| 6. Le roperty. ESSOR old harn e liable 7. Al | ESSOR reserves. Such free gas further conveniess LESSEE for any short II payments m | es to himself, free as shall be taken to chants and agrees for any accident age or failure in to ade to LESSOR w | of cost, 200,000 cubic fee hrough LESSOR's own a that his taking and use of or damage caused thereb he supply of gas for said | et of gas per annum for d appliances and LESSOR of such gas shall be whol by to either the parties to d domestic use. | omestic use in one single for shall be responsible for u ly at his own risk and LESS this agreement or any third | ased premises, delivered free premises, payable monthly. amily dwelling located on this sing economical appliances. SOR agrees to indemnify and party, and LESSEE shall not |
| 17,0 | XEMMENT S | ddress | | earl of EEGOON, of any | one of them, in _Less | |
| gent for accept de atten ritten no 8. Ar ors or as ates ma | the purpose of payments on inpt to make so otice of said on the Light postage paid, po | of receiving said post behalf of LESSOI aid payment and default during white mand required by ESSEE herein at the repaid, or in person at the repaid to people are repaid. | ayment. If said bank shound, LESSEE shall not be he in no event shall any detention to the LESSEE shall have this agreement shall be the address set forth in the ion. | , which bank as all fail, liquidate or be suild fail, liquidate or be suild in default for failure to fault be declared agains we the right to make the made to the LESSOR and instrument of conveyance. | nd its successors are here cceeded by another bank, on make said payment so long t LESSEE until thirty (30) payment then in default at LESSEE at the address see as recorded in the County | by designated as LESSOR's or for any reason fail or refuse tas LESSEE has made a bona days after LESSEE receives and thereby cure said default. It forth herein and to successive Recorder's Office by United |
| res for grework peration yalties s | gas. LESSEE ing operation is under this lesting the stipulated here ved. | vell unit or units no shall execute and s anywhere on the ease. In lieu of the ein as the amount | t exceeding approximate record an instrument or unit which includes all o royalties elsewhere hereir of his acreage placed in t | ly forty (40) acres for oil a instruments identifying a ir a part of this lease shall a specified, LESSOR shall the unit or his royalty ther | nd not exceeding approxim nd describing the pooled a be treated as if it were proc I receive from a unit so forn ein bears to the total acrea | operate said premises. Such nately six hundred forty (640) acreage. Production, drilling duction, drilling or reworking ned only such portion of the ge so pooled in the particular |
| ys after cument der sha | LESSEE shalts of title trans | or diminish the rig I have been furnis ferring title from I ively upon the ow | phts of LESSEE; and no control hed by certified mail at LE LESSOR. In the event of a more of this lease or portions. | hange or division in such ESSEE's principal place of essignment hereof, in who | ownership shall be binding f business with originals or ble or in part, liability for br | d to, and be binding on, their complished, shall operate to g on LESSEE until thirty (30) certified from \$200 feet to any obligation here- |
| . L | LOGEE Shall h | ave and enjoy all | rights and privileges nece | ssary and convenient for | the areas | |

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 with the right to reimburse itself by applying any royalty toward satisfying the same.

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

LESSEE be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking thereon or from producing oil or gas therefrom by operation of force majeure, any Federal or State law, or any order, rule, or regulation governmental authority, then while so prevented, LESSEE's obligation to comply with such covenant shall be suspended, and LESSEE shall 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 such ause 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.

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: | \hat{Q} | men G | CTACES | |
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| STATE OF WEST VIRGINIA | ACKNOWLEDGER | MENI | | |
| D & (' | To-wit: | | | |
| COUNTY OF | | | | |
| | _ , a Notary Public | of said County, o | do hereby certify | that |
| Agnes Roger | | | Cantanha. | 00 |
| whose nameis signed to the within writing bearing da | | 1 day of _ | September | , 19 _82 |
| has this day acknowledged the same before me in my said C Given under my hand this 14 day ofSepter | | 12 | | |
| Given under my hand this day or day or | Da J | TEL | l le la | |
| 0 | 100 | 1 | Notary Public | |
| My Commission expires | | | | |
| , OHIO ACK | NOWLEDGEMENT | | | |
| STATE OF OHIO | | | | |
| COUNTY OF | SS. | | | |
| Before me, a Notary Public in and for said county, personally appear | ared the above na | med | | |
| Defore the, a rrotary rubble in and for said county, personally appear | ared the above had | ned | | |
| | | | | _ who acknowledge |
| that he did sign the foregoing instrument, and the | at the same is | | free act an | d deed. In testimo |
| whereof I have hereunto subscribed my name at | | | | this |
| day of, 19 | | | | |
| My Commission expires | | | | |
| | - | | Notary Public | |
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| 1 5 9 3 3 U G | County Term _ | Date Acres Location | | |
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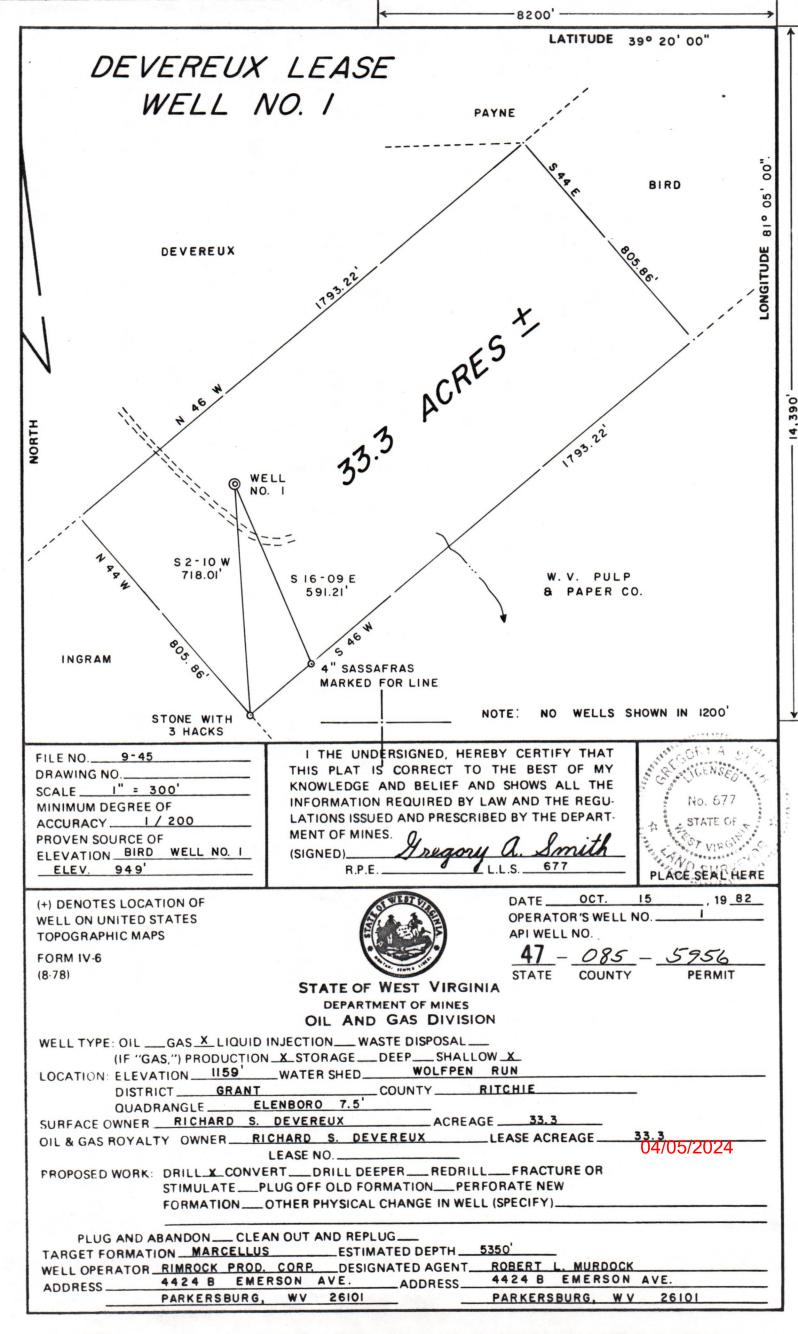
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Standard Form

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