

1)	Date:	December	23	, 19 82
	1000			

2) Operator's Well No._

State

Hinton 085 6123 47 3) API Well No.

County

Permit

DRILLING CONTRACTOR: Clint Hurt

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

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	Distr	rict:	Murph	ny	1007	_ County:	Ritchie	Quadrangle: N	MacFarlan
6) WELL OPE	ERATOR_V	Naymar	n W. I	Buch	nanar	11) DESIGNATE	DAGENT Leroy	Hopkins
Address	444	Petro	oleum	Cor	nmer	ce Bldg.]	Address	P. O. Box	106
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OIL & GAS								to business in	w west W. The
	OWNER					12) COAL OPER	ATOR None	
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quirements subject to the conditions contained herein and on the reverse hereof. Notification must be given to the District Oil and Gas Inspector.

[Refer to No. 10] Prior to the construction of roads, locations and pits for any permitted work. In addition, the well operator or his contractor shall notify the proper district oil and gas inspector 24 hours before actual permitted work has commenced.)

August 27, 1983 Permit expires unless drilling is commenced prior to that date and prosecuted with due dill

Bond: Agent: OK Plat: Fee

Administrator, Office of Oil and Gas

Line Item Explanation

- 1) Date of Application
- 2) Your well name and number
- 3) To be filled out by office of oil & gas
- 4A) "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.
- 4B) "Shallow well" means any well drilled and completed in a formation above the top of the uppermost member of 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.
 - 5) Where well is located
 - 6) Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office
 - 7) Use separate sheet if necessary
 - 8) Present surface owner at time application is filed.
 - 9) Optional
- 11) See Reg. 7.01 relating to code §22-4-1k
- 12) "Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine. See Note 24
- 13 & 14) As per §22-4-20; See Note 24
 - 15) Work that will be attempted—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.
 - 16) Anticipated formation for which well will be completed
 - 17) Self explanatory
 - Depth to deepest freshwater, and shallowest salt water, taken from nearby wells corrected for differences in elevation
 - 19) All coal seam depths
 - 20) 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
 - 21) 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.
 - 24) 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.

	78/30	WAIVER	THE WORLD STATE OF THE PARTY AND ADDRESS OF TH
The undersigne	d has no objection	i to the work brodu	of the coal under this well location has sed to be done at this location, provided, a Code and the governing regulations.

Its ____

Nor

DATE Dec. 20, 1982

WELL NO. Hinton No. 1

State of Mest Airginia

API NO. 47 - 085 - 6123

Bepartment of Mines Gil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Wayman Buchanan	DESIGNATED AGENT Leroy Hopkins
Address San Antonio, Texas	Address Kenna, WV
Telephone 512-223-3897	Telephone 372-8305
LANDOWNER Loran Reed	SOIL CONS. DISTRICT Little Kanawha
Revegetation to be carried out by	Unknown Contractor (Agent
This plan has been reviewed by	Little Kanawha SCD. All corrections
and additions become a part of this plan:	
	(Date)
	Garrett Hewton
	(SCD Agent)
ACCESS ROAD	LOCATION
Structure Drainage Ditch	(A) Structure Diversion Ditch (
Spacing .	Material Earthen
Page Ref. Manual 2:12	Page Ref. Manual 2-12
Structure Culvert	(B) Structure
1977	
Spacing 12" Min-30" Max I. D.	Material Straw
Page Ref. Manual 2:7 & 2:8	DEC 2 3 199 Ref. Manual 3:6 & 3:7
Structure Cross Drains .	(C) & GAS D Structure
	PT. OF MINES
Page Ref. Manual 2:1 & 2:4	Page Ref. Manual
commercial timber is to be cut and sta cut and removed from the site before a	regularly and repaired if necessary. All acked and all brush and small timber to be lirt work begins.
Lime 3 Tons/acre	Treatment Area II
or correct to pH 6-5	or correct to pH 6-5
Fertilizer 600 lbs/acre (10-20-20 or equivalent)	Fertilizer600 lbs/acre
Mulch Hay 2 Tons/acre	(10-20-20 or equivalent)
Seed* Kentucky 31 Fescue 45 lbs/acre	Mulch Hay 2Tons/acre Seed* Kentucky 31 Fescue 45lbs/acre
Crown Vetch 10 lbs/acre	Ladino Clover 5lbs/acre
lbs/acre	lbs/acre
*Inoculate all legumes such as vetch, Inoculate with 3X recommended amount.	trefoil and clovers with the proper bacterium.
	PLAN PREPARED BY Olin Shockey
NOTES: Fleace request landowners!	ADDRESS Rt. 1, Box 139-B
secaling for one growing season.	Ravenswood, WV 26164
Attach separate sheets as necessary for comments.	273-2246

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WEST VIRGINIA X

COUNTY OF KANAWHA

X KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, MORRIS EXPLORATION COMPANY, having an address of 401 Peoples Building, Charleston, West Virginia, 25301, hereinafter called "Assignor", is the owner and holder of those certain Oil and Gas Leases covering lands in the State of West Virginia, as more particularly described in the schedule of leases attached hereto, marked Exhibit "A", and by reference made a part hereof.

NOW THEREFORE, Assignor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by WAYMAN W. BUCHANAN, having an address of 444 Petroleum Commerce Building, San Antonio, Texas, 78205, hereinafter called "Assignee", and subject to further provisions set forth, has sold, assigned, transferred and conveyed and by these presents does sell, assign, transfer and convey unto Assignee all of Assignor's right, title and interest in and to each and all of the Oil and Gas Leases described and referred to upon Exhibit "A", together with all rights thereunder and incident thereto, including any and all personal property located thereon or used in connection therewith.

TO HAVE AND TO HOLD unto Assignee, their successors, legal representatives and assigns, subject to the following reservations and agreements, to-wit:

Assignor hereby excepts from this Assignment and reserves and retains unto Assignor an overriding royalty on the oil and gas (including the respective constituent elements produced with the oil and gas) that may be produced, saved and sold from the land covered by said lease.

(a) On Oil, Seven and One-half percent (7.5%) of 8/8 of all of that produced and saved, the same to be delivered at the wells or to the credit of Assignor into the pipeline to which the wells may be connected; and

03/29/2024

DEFT. DE MIN

9 . 1982

a-241

(b) On gas, including casinghead gas or other gaseous substances produced and sold or used off the premises or in the manufacture of gasoline, or other products therefrom, the market value at the well of Seven and One-half percent (7.5%) of 8/8 of all of the gas sold or used.

This Assignent is made without warrant of title, either express or implied, and is subject to all of the terms, stipulations, covenants and conditions of said Leases.

EXECUTED this the day of Colored , 1982.

(This instrument was prepared by Stephen E. Cain, 401 Peoples Building, Charleston, West Virginia, 25301).

MORRIS EXPLORATION COMPANY a corporation,

Jim P. Morris

President

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 29th day of ________, 1982, by Jim P. Morris,

President of MORRIS EXPLORATION COMPANY, a corporation.

My Commission Expires: [/ / (1) / /

TARY PUBLIC



DEC 2 0 1962

DEPT. OF MILL

"Attached to and made a part of Assignment of Oil and Gas Leases dated October 29, 1982, by and between Morris Exploration Company, as Assignor, and Wayman W. Buchanan, as Assignee."

NUMBER	LESSOR	LEASE DATE	COUNTY	RECORDED BK/PG	GROSS ACRES
43-45 43-46A 43-46B 43-46C 43-19E 43-47 43-48	John Davisson, etux M. Grace Heck, widow Robert M. Sigler Joe H. Sigler, etux Guy R. Moats John E. Lowther, etux Orval R. Wince, etal	07/21/82 09/30/82 09/30/82 10/01/82 08/23/82 10/19/82 10/26/82	Ritchie Ritchie Ritchie Ritchie Ritchie Ritchie	150/128 149/432 149/430 149/428 149/658 149/656 150/149	40.00 84.00 84.00 84.00 268.25 45.00 11.50
43-50A 43-50B 43-50C 43-50D 43-50E 43-50F	Ruben Hinton, widower Lola Miller Wilma E. Campbell Audrea Harris, etal Belva Freeland, etvir Howard Campbell, etal	10/12/82 10/12/82 10/12/82 10/12/82 10/12/82 10/12/82	Ritchie Ritchie Ritchie Ritchie Ritchie	150/145 150/143 150/131 150/133 150/136 150/138	25.00 25.00 25.00 25.00 25.00 25.00
43-51A 43-51B 43-50G 43-46D 43-46E 43-31A 43-32A 43-20C	Helen Border, etal S. W. Williamson, etal Lloyd E. Myers, etux Duane E. Moats, etux Guy R. Moats, single Paul Herron, POA Paul Herron, POA Paul Herron, POA	09/30/82 01/23/81 10/12/82 10/01/82 10/01/82 10/18/82 10/18/82 10/18/82	Ritchie Ritchie Ritchie Ritchie Ritchie Ritchie Ritchie	150/154 150/152 150/192 150/157 150/141 150/159 150/170 150/181	36.50 36.50 25.00 84.00 84.00 19.75 51.00 23.50

03/29/2024

DEG 2 3 1982

DEPT. OF MINES

DELL' DE MULTE

7861 8803B

300% No. 151 Preesse

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Oil and Gas Lease Phoeba Campbell Hoirs

Agreement	어느 그렇게 되었다. 그렇게 되었다. 그는 그는 그는 사람들은 생활하면 하는 것이 되었다. 그는 그는 그는 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은
	Ruben Hinton, widower
	1079 Lakeside Dr.
100	Shelbyville, Ky. 40065
WITNESSETH:	part hereinafter called Lessor and MORRIS EXPLORATION COMPANY, Peoples Building, Charleston, WV. 25301, party of the second part, hereinafter called Lessoe
specting, drilling, op- removing therefrom, and privileges herein	consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid by Lessee, the receipt of which is hereby acknowledged, and of iments hereinafter contained, Lessor does hereby grant, demise, lease, and let onto Lessee for its exclusive possession and use for the purpose of (a) exploring, parting for and producing oil and gas, including casinghead gas and casinghead gasoline condensate, (b) saving, treating, transporting and caring for said products and from lands operated therewith, brine and other refuse and injecting the same, gas, and any other substances into the subsurface thereof, (d) exercising all righter granted to Lessee, (e) constructing, operating and maintaining thereon all structures and facilities necessary or convenient for any and all said purposes and the same with other lands for such purposes, as hereinafter more fully set out, all that certain tract of land situated in the District of the District of the particles are the particles.
waters of	Mc/Farlands Run and described as follows: MAP # 10 PARCEL # 9
	All that certain tract of land containing 25. acres, more or less, being the same land conveyed to Christopher Campbell, by Charles Campbell and Clara V. Campbell, his wife, Deed dated 8th day of December, 1899, of Record in the Office of the County Clerk of Ritchie County, West Virginia in Deed Book 47, Page 124.
	DEG 2 3 1982
and bounded substa	ntially by lands now or formerly owned as follows:
On the North by	W Echard
1 1	C. Reed On the East by L. Morton Oll & GAS DIVISION
on the South by containing 25 containing 25 containing 25 contained by Les Lessee shall be now on said premise then be considered to	acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and over the seponsible for any damage to growing crops, fences, and buildings which may result from said operations. No well shall be drilled within 200 feet of any house or be so that the second process of this lease. The same may be proceed to be above described land and over the terms of this lease. The same may be proceed to be above described land and over the terms of this lease. The same may be proceed to be above described land and over the terms of this lease. The same may be proceed to be above described land adjoining or contiguous to the above described land and over the same may be proceed to be above described land and over the same may be proceed to be above described land adjoining or contiguous to the above described land and over the same may be above described land and over the same may be above described land and over the same may be above described land and over the same may be above described land and over the same may be above described land and over the same may be above described land and over the same may be above described land adjoining or contiguous to the above described land and over the same may be above described land adjoining or contiguous to the above described land and over the same may be above described land adjoining or contiguous to the above described land and over the same may be above described land adjoining or contiguous to the above described land and over the same may be above described land adjoining or contiguous to the above described land and over the same may be above described land adjoining or contiguous to the above described land and over the same may be above described land adjoining or contiguous to the above described land and over the same may be above described land adjoining or contiguous to the above described land and over the same may be above described land and over the same may be above descri
on the South by containing 25. ed or claimed by Les Lessee shall be now on said premise then be considered to oil. Lessor shall allow. 2. Lessor hereby with part, and if Lessee.	On the West by
on the South by containing 25. Lessee shall be now on said premise then be considered to oil. Lessor shall allow 2. Lessor hereby with part, and if Lessee state, federal or other credit of Lessor. 3. It is agreed that any portion thereof, cas oil or gas is being	On the West by
on the South by containing 25. ed or claimed by Les Lessee shall be now on said premise then be considered to oll. Lessor shall allow the considered to oll. Lessor shall allow the considered to oll. Lessor shall allow the considered to the credit of Lessor. 3. It is agreed that any portion thereof, cas oll or gas is being the considered to the considered to the considered as opposed to considered a well connected to the considered as the	On the West by

_per acre per year, Sald delay rental shall be payable each six months thereafter during the primary term hereof until drilling operations are commenced on the leased premises, or on acreage pooled therewith as above provided or until this lease is surrendered. If operations for drilling are commenced on the leased premises, or on acreage pooled therewith as above provided, before the end of the term for which delay rentals have been made to Lessor, the unaccrued portion of said payment shall be credited to Lessee on an delay rentals or royalties that may be due Lessor. Drilling operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location, is done thereon which is necessary for such operations.

Paragraph Seven (7) hereof, and such payments may be made beyond the primary term. Lessee shall use reasonable dilligence to market gas capable of being produced from such shut-in well or wells but shall be under no obligation to market such gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee

shall have free use of oil, distillate, condensate, gas, and water from the leased premises for all operations hereunder.

7. Fallure to pay or error in paying any rental or other payment due hereunder shall not constitue a ground for forfeiture of this lease and shall not affect Lessee's obligation to make such payment, but Lessee shall not be considered in default on account thereof until Lessor has first given Lessee written notice of the non-payment and Lessee shall have falled for a period of sixty (60) days after receipt of such notice to make payment. Payment or tender of rental or other payment hereunder may be made by check or draft of Lessee delivered or malled to the authorized depository bank or Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is at delivered or mailed. If said named or successor bank (or any other bank which may, as hereinafter provided have been designated as depository) should fall or liquidate or for any reason refuse or fall to accept rental, Lessee shall not be held in default for failure to make such payment or lender until sixty (60) days after Lessor shall deliver to Lessee a proper recordable in strument naming another bank to receive such payments of tenders. The above named or successor bank or any other bank which may be designated as depository shall be tiesew's agent

or, and production of contract the management of the contract to the contract I financial of the adry to each one thereon or it after discovery and produc as the production thereof should cease to carry rive this lease at all not to minate if cestee countries is species for drilling, deepening, plugging tack or excitable (90) days thereafter or if it be within the printary term, commences or resumes the payment or tender of the ay rentals or commences operation for drilling, despending plugging > or inworking on or before the delay rental paying date next ensuing after the expiration of ninety (90) days from date of completion of dry hole or cessation of production. If at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term and prior to the discovery and production of oil or gas on the leased premises or on acrease project therewith, Lessee should drill a dry hole thereon, no delay rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oll or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling deepening, glupping back, or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or on acreage pooled therewith.

- 9. Lessee, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by tendering an appropriate instrument of surrender to the Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereupon this lease, and the rights and obligations of the parfies hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of leased premises the rental and all other payments specified above shall be proportionately reduced on an acreage basis and Lessee shall have reasonable easements for then existing pipelines or roadways on the lands surrendered for the purpose of continuing operations on the lands retained. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, pipelines, fixtures, buildings, or other structures placed on said premises, including the right to pull and remove all casing.
- 10. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalties and delay rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Said Lessee shall not be required in any event to increase the delay rental or the gas or oil royalty payments hereunder by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise, and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royalties thereafter to be made shall be reduced in the same proportion.
- 11. In case of notice of, or an adverse claim to the premises, affecting all or any part of the delay rentals or royalties. Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a count of competent jurisdiction, and to this end Lessee may file a petition for interpleader.
- 12. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals or royalties or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by U.S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or if there be none, evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof, Lessee may pay or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregated portion of the leased premises, the delay rentals and shut-in royalties payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and the fallure to pay delay rentals or shut-in royalties on the one segregated portion of the leased premises shall not affect the rights hereunder of the party holding the other segregated portion hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.
- 13. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have 60 days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.
- 14. Lessor shall be entitled, at his sole risk and expense, to 200,000 cubic feet of gas per annum free of cost for use in one domestic dwelling from one producing gas well on sald premises, providing that said well has sufficient pressure for such use. Lessor agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessee shall not be held liable for any accident or damage caused by Lessor's said use of gas, nor shall Lessee be liable for any shortage or failure in supply of gas for said domestic use.
- 15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein premises are situated insofa as the same in any way may affect the purpose for which this lease is made.
- 16. Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same and additional part ties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the provi sions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and
- 17. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having

Jurisdiction, including restrictions on the drilling and production of wells and the tions are prevented or delayed by such laws, rules, regulations or orders, or by in	ability to obtain equipment, sen	vices, material, water, electricity, fuel, access or easements, or by fire, floor
war, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain	a satisfactory market for produc	tion or failure of purchasers or carriers to take or transport such production
or by other cause not reasonably within Lessee's control, this lease shall not ter	minate because of such preven	tion or delay, and, at Lessee's option, the period of such prevention or dela
shall be added to the term hereof.		
IN WITNESS WHEREOF, this instrument is executed on the date first abo	ve written.	
WITNESS.	September 1	
Command Select To Command To Comm	X	E 8/ 26 in Time 298-16-9427
(244-5		Come person as Puben
The state of the s		n Hinton ssn (same person as Ruben Hinton
DEC 23	1982	HINCOIL
Oil & GAS	DIVISION	
DEUT	F MINEME	
	ACKNOWLEDGMENT	
Shelby STATE OF	Kentucky	
Patricia L. Morse		in and for sa
D. l.		
County, in the State aforesaid, do hereby certify that RUDE	11 111111111	The second secon
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
personally known to me to be the same personwhose name	subscribed to the foregoing i	instrument, appeared before me this day in person, and acknowledge
thathesigned, sealed and delivered the said instrument as his	free and voluntary act, for the	uses and purposes therein set forth, and desired the same to be recorded
such.		
Given under my nand and Notary Seal, this 15th day of Octo	ber A.D. 19 82	/// 6000
4-6-85		1 7 1 5 8/1 0/27
My commission expires		7-10-11-10-1
		NOTARY PUBLIC, KY. STATE AT L.
	ACKNOWLEDGMENT	00/00/004
		Filed and admitted to record in the oute
COUNTY OFSTATE OF		Filed and admitted to record in the con-
		of the Clerk of the County Commission of Pale
County, in the State aforesaid, do hereby certify that		County, W. Ve. NOV 3 1982
		County, W. V.
personally known to me to be the same personal whose name	subscribed to the foregoing	Instrument, appeared before me this day in person, and acknowled
thathe signed, scaled and delivered the said instrument as	tree and voluntary act for the	was and purposed therein sel bitty and desired the same to be selded
thathesigned, scaled and delivered the said instrument as	_ nee and tolumnary act, for the	a nana mild harboans missain sal intell' wire named the same to be recount

Book No. 1 S Page 111; Tester Juicla B Mare Le

Clerk

Given under my hand and _____ Seal this ____ day of ____

My commission expires

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES OIL AND GAS WELLS DIVISION

RECEIVED

JAN 4 - 1983

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

INSPECTOR'S WELL REPORT

Permit No. 85-6/23

Oil or Gas Well_____

Company Wayman W. Buckanan	CASING AND TUBING	USED IN DRILLING	LEFT IN	PA	CKERS
Address	Size				
Farm Loran Read	16	2		Kind of Pa	acker
Well No Finton # 1	13	3 1 2 10	74 14 15		
District Murphy County Retchio	81/4			Size of	
<i>y v</i>	65%			Depth set	
Drilling commenced	5 3/16			Japan See	
Drilling completedTotal depth	3			Perf. top	
Date shotDepth of shot	2				nı
Initial open flow/10ths Water inInch	Liners Used				
Open flow after tubing/10ths Merc. inInch				Perf. botto	m
VolumeCu. Ft.	CASING CEMEN	NTED	SIZE	No. FT.	Date
Rock pressurelbshrs.	NAME OF SER				2000
Dilbbls., 1st 24 hrs.	COAL WAS EN	COUNTERED	AT	FEET	INCHES
Fresh waterfeetfeet					
Salt water feet feet					
Orillers' Names					
A Mel'S Traines					
Gemarks: Storting Location =	Check to	100 1			
Proceeding proper, O.	K -91.	De la	-	- Gund	

12-30-82

Samuel M. Heronaga 224

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

Permit No			-	Wei	No	
COMPANY			ADDRESS			
'ARM		DISTRICT	C	OUNTY		
filling Material Used						
ming material Caed						
iner Loc	cation	Amount	Packer	Location		
PLUGS USED A	ND DEPTH PLACED		BRIDGES	CASIN	G AND TU	BING
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION	RECOVERED	SIZE	LOST
			independent of the product of the second construction of the second constru			
φ.						
			,			
			-			
rillers' Names						
emarks:			, , , , , , , , , , , , , , , , , , ,			
	I hereby certify I v	isited the above	e well on this date.			
DATE						

DIST 29/202400

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

3/11/83 R/U Perfco perforated selectively w/26 holes 3782-4088' 3/13/83 Zone 1 Broke down at 2300#, max. press. 3500#, avg. press. 2480#. Used 90 quality foam and 18 bbl. pad, 9,040# 20/40 sand, 250 gals. 10% nitrofied acid. Pumped 520,000 scf N₂. Zone 2 Perfco under 1500# press. set frac ball at 3740'. Perforate 27 holes, 3619-3692. Break down at 2100#, max. pressure 2870#, Avg. pressure 2478#. Total 51 treated bbls. Used 90 quality foam, 18 bbls. pad. Used 12,000# 20/40 sand, 250 gals. 10% nitrofied acid, 608,000 scf N2.

WELL LOG

FORMATION COLOR HARD OR SOFT	TOP FEET	BOTTOM FEET	
A STATE OF THE STA	A STATE OF THE SAME		and salt water, coal, oil and gas
Sand and Shale	0	1475'	
Sand Share	1475'	1525'	
Shale	1525		· ·
Sand		1600'	
Shale	1600'	1650'	
Sand	1650'	1750'	The state of the s
Shale	1750'	1790'	Lagor yours and the special for
Sand	1790'	1835'	
	1835'	1850'	
Maxton Sand	1850'	1915'	
Big Lime	1915'	2010'	
Big Injun	2010'	2055'	
Squaw	2055	2090'	
Shale	2090'	2430'	
Sunbury Shale	2430'	2460'	A STATE OF THE STA
Berea	2460'	2472'	
Siltstone/Shale	2472'	2570'	
Sand	2570 '	2616'	
Siltstone	2616'	2848'	
Sand	2848'	2859'	146. 15
Shale	2859'	3670'	
Siltstone/Shale	3670'	4000'	
Shale	4000'	4300'	
Siltstone/Shale	4300'	4492'	
Sand	4492'	4525'	The state of the s
Shale	4525'	4946'	
Sand/Siltstone	4946'	5034'	
Shale	5034'	5155'	
TD	5155'	3133	
15	3133		
21.00			
	2 - C.L.		
	-		

(Attach separate sheets as necessary)

Wayman W. Buchanan

Well Operator

By:

03/29/2024

Date:

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 one, encountered in the drilling of a well."

DISTRICT WELL INSPECTOR

RECEIVED

IV-35 (Rev 8-81)

Remarks:

APR 4 - 1983

OIL AND GAS DIVISION WY DEPARTMENT OF MINES



State of Mest Nirginia

Bepartment of Mines Gil und Gas Bivision

Date	February	77,	1983	
Opera	No			
Farm	Hinton	#1		
API N	₩o. 047-	085	- 6123	

WELL OPERATOR'S REPORT

OF

DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

	114							
orm 26			STATE OF	WEST VIRGINIA				
1/16/82			EPARTM	ENT OF MINES				
			OIL AND 6/	S WELLS DIVISION				
		INCREC	TOP'S	LUGGING RE	PORT			
		INSPEC	39 11					
ermit No					Well	No.		
31846 1 10				ADDRESS		and the second second	The second section is	
COMPANY	- Andrewson of the State of the		and the second s	ADDRESS	Company of the Compan			
FARM		732 34	DISTRICT.	0107824	COUNTY			
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Liner	The same	764	1		THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	CASING AND TUBING		
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PL	UGS USED AND			BRIDGES				
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The second secon		WOOD-SIZE		CONSTRUCTION-LOCATIO	ON RECOVERED			
The second secon		WOOD-SIZE		CONSTRUCTION-LOCATIO	ON RECOVERED			

03/29/2024

	I hereby certify I visited the above well on this date.	
DATE		
	Year	DISTRICT WELL INSPECTOR

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES OIL AND GAS WELLS DIVISION



INSPECTOR'S WELL REPORT

OIL & GAS DIVISION
DEPT. OF MINE

Permit No.				or Gas Well	
Company Buchansi	CASING AND TUBING	USED IN DRILLING	LEFT IN	PA	CKERS
Address	Size				
Farm Hinton	16		200 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Kind of P	acker
Well No	13			G: 4	
District County Pitches	81/4			Size of	Service Co.
Drilling commenced	6%			Depth set.	
	5 3/16				
Drilling completedTotal depth	3			Perf. top_	
Date shotDepth of shot	2			Perf. botto	om
Initial open flow/10ths Water inInch	Liners Used			Perf. top_	
Open flow after tubing/10ths Merc. inInch				Perf. botto	om
VolumeCu. Ft.	CASING CEMEN	TED	_SIZE	No. FT	Date
Rock pressure lbs hrs.	NAME OF SER	VICE COMPA	NY		
Dilbbls., 1st 24 hrs.	COAL WAS EN	COUNTERED	AT	FEET	INCHES
Fresh waterfeetfeet	FEET_	INCH	ES	FEET	INCHES
Salt waterfeetfeet	FEET_	INCH	ES	FEET	INCHES
Prillers' Names					
demarks:					

9/12/83

03/29/2024
DISTRICT WELL INSPECTOR

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

Permit No.				Wel	II No	
COMPANY			ADDRESS	en and a second construction of the second const		Statement for the south of the side
FARM	24 TSS 2 44 SS	DISTRICT.		OUNTY		
Filling Material Used		45 (F) a 184			19 19 19 19 19 19 19 19 19 19 19 19 19 1	
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Liner Lo	eation	Amount	Packer	Location	Anna III	
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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	According to the contract of the contract					
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				Alama mana		
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rillers' Names						
			and the second s			
emarks:						
	I hamahu wantidu *	deland att				
BATE	I hereby certify I v	inited the abov	e wou on this date.			



State of West Birginia Department of Mines (Dil and Gas Bivision Charleston 25305

THEODORE M. STREIT ADMINISTRATOR

WALTER N. MILLER DIRECTOR

September 6, 1983

Wayman W. Buchanan c/o Leroy Hopkins P. O. Box 106 Kenna, W. Va. 25248

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: 5

PERMIT NUMBER	FARM AND WELL NUMBER	DISTRICT
RIT-5688 RIT-5701 RIT-5799 RIT-5800 RIT-5870 RIT-5895 RIT-5896 RIT-6123	Jeffrey L. Moats, et al, #1 Gene Metz/Woodrow Metz, #1 Claude W. Swadley, #1 Claude W. Swadley, #2 James F. Beckett, et al, #1 Christine C. Savage, #1 Christine C. Savage, et al, #2 Ruben Hinton, et al, #1	Grant Grant Murphy Murphy Murphy Murphy Murphy Murphy

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,

Office of Oil ? a

Theodore M. Streit, Administrator

03/29/2024

Oil and Gas Lease

Agreement	Made and entered into the 12 day of October A.D., 19 82by and between
Agroomon	Audrea Harris, widow 373 Center St., Malta, Ohio 43758
	Hebert Campbell and Ruth, et ux, Rt3 7th St., Malta, Ohio 43758
	Willmadean Gray, widow, 252 North 2ST., Mc/Connelsville, Ohio 43 part hereinafter called Lessor and MORRIS EXPLORATION COMPANY, Peoples Building, Charleston, WV. 25301, party of the second part, hereinafter called Lessee.
WITNESSETH:	
1. That for and in o	consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid by Lessee, the receipt of which is hereby acknowledged, and of the nents hereinafter contained, Lessor does hereby grant, demise, lease, and let onto Lessee, for its exclusive possession and use for the purpose of (a) exploring, pro
enection drilling one	reting for and producing oil and gas, including casinghead gas and casinghead gasoline condensate, (b) saving, treating, transporting and caring for said products, (c
samuelan therefrom	and from lands operated therewith, bring and other refuse and injecting the same, gas, and any other substances into the subsurface thereof, (d) exercising all right
and privileges hereins	ifter granted to Lessee, (e) constructing, operating and maintaining thereon all structures and facilities necessary or convenient for any and all said purposes and (see a same with other lands for such purposes, as hereinafter more fully set out, all that certain tract of land situated in the District of
Muri	phy Ritchie West Virginia
waters of	Mc/Farlands Runand described as follows: MAP # 10 PARCEL # 9
	All that certain tract of land containing 25. acres, more
	or less, being the same land conveyed to Christopher Camp-
	bell, by Charles Campbell and Clara V. Campbell, his wife,
	Deed dated 8th day of December, 1899, of Record in the
	Office of the County Clerk of Ritchie County, West Virginia
	in Deed Book 47, Page 124.
	Comment of the commen
	UEG 2 3 1982

On the North by W. Echard	On the East by I. Morton	Cil & GAS DHARION
C. Reed	On the West by B. Hart	DEPT. OF MINES
On the South by		

ed or claimed by Lessor are hereby leased to Lessee.

Lessee shall be responsible for any damage to growing crops, fences, and buildings which may result from said operations. No well shall be drilled within 200 feet of any house or barn

now on said premises without consent of Lessor. Lessor agrees that Lessee may enter upon leased premises, search for and clean out any abandoned oil or gas well, and such well shall then be considered to have been drilled under the terms of this lease. The same may be properly plugged and abandoned again or refitted and utilized by Lessee for the production of gas or oll. Lessor shall allow Lessee reasonable easements for roadways or pipelines on or across lands herein leased for operations conducted on other lands operated by Lessee.

2. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and if Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. When required by

- state, federal or other law, Lessee may withhold taxes with respect to rental, royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for the credit of Lessor.

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 3. It is agreed that this lease shall remain in force for the term of Mixears from the above date, (hereinafter called the primary term), and as long thereafter as the above described land, or any portion thereof, or any other land pooled or unitized therewith as provided in Paragraph Four (4) hereof, is operated by the Lessee in the search for or production of oil or gas, or as long as oil or gas is being withdrawn from the premises by Lessee, or as long as this lease is extended by any other provisions contained herein.
- Lessee hereby is given the right at its option, at any time within the primary term hereof or at anytime during which this lease may be extended by any provision hereof, and from time within such period, to pool, reform, enlarge and/or reduce such unit or pool, and repool all or any part or parts of leased premises or rights, therein with any other and in the vicinit hereof, or with any leasehold, operating or other rights or interests in such other lay solar 3 create units of such size and surface acreage as Lessee may desire, but containing not more than 640 acres each plus 10% acreage tolerance. If at any time larger units are specified one or any then applicable law, rule, regulation or order of any governmental authority for the drilling, completion, or operation of a well, or for obtaining maximum above the any such unit may be established or enlarged to conform to the size authorized. Each unit or reformation thereof may be created by governmental authority or by recording in the appropriate county office a Declaration containing a description of the unit so created, specifying the formation and substances so pooled. Any well which is commenced, or is drilled or is producing on any part of any lands theretofore or thereafter so pooled shall, except for the payment of royalties, be considered a well commenced, drilled, and producing on leased premises under this lease. There shall be allocated to the nortion of leased premises included in any such producing or repooling such proportion of the actual production from all tands so pooled or repooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of leased premises included in such pooling or repooling in the same manner as though produced from such portion of leased premises under the terms of this lease. Each of said options may be exercised by the such as the pooling of the pooling or the pooling or on other lands which are pooled or repooled therewith.
- 5 The royalties reserved by Lessor, and which shall be paid by Lessee, are: (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8) of that produced and save from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected, provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity: (b) on gas, including casinghead gas and all other gaseous or vaporous substances, produced from said land and sold or used off the leased premises, the market value at the wells of one-pighth (1/8) of the ga so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering, compressing and making merchantable such gas, provided, that on gas sold at the wells, the royalty shall be one-eighth (1/8) or the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, if any such sale of gas is regulated as to price by any governmenta agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated or allocated back to the wells from which produced, making allowance and deduction of a fair and reasonable charge for gathering, compressing and making merchantable such gas and which amount may be further ac Justed up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. During any period (whether before or after expiration of the primary term hereof) where there is a gas well on the leased premises or on a unit that includes all or a part of the leased premises, however designated, capable of producing gas it paying quantities and gas is not being sold or used and the well or wells are shut-in for a period of one year and there is no current production of oil or gas or operations on said lease premises or any portion or stratum thereof sufficient to keep this lease in force, Lessee shall be obligated to pay or tender as shut-in royalty an amount (which shall be the same and shall be paid regardless of the number of shut-in wells and regardless of whether the shut-in well or wells be located upon said leased premises or upon such other acreage as is embraced in such unit) equal to the delay rental as provided herein, payable annually at the end of twelve months from date such well is shut in and while said royalty is so paid or tendered this lease shall be held as a producing property under the provisions of this lease. The amount of each such payment or tender may be paid by check or draft of Lessee in the same manner as provided in Paragraph Seven (7) hereof, and such payments may be made beyond the primary term. Lessee shall use reasonable dilligence to market gas capable of being produced from such shutwell or wells but shall be under no obligation to market such gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lesse shall have free use of oil, distillate, condensate, gas, and water from the leased premises for all operations hereunder.
- 6. Lessee agrees to commence drilling operations on said premises on or before sixty days from the execution of this lease or pay to essent a delay rental at the rate of the leased premises, or on acreage pooled therewith as above provided or until this lease is surrendered. If operations for drilling are commenced on the leased premises, or on acreage pooled therewith as above provided or until this lease is surrendered. If operations for drilling are commenced on the leased premises, or on acreage pooled therewith as above provided, before the end of the term for which delay rentals have been made to Lessor, the unaccrued portion of said payment shall be credited to Lessee on an delay rentals or royalties that may be due Lessor. Drilling operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first wor other than surveying or staking the location, is done thereon which is necessary for such operations.
- 7. Failure to pay or error in paying any rental or other payment due hereunder shall not constitue a ground for forfeiture of this lease and shall not affect Lessee's obligation to make sur payment, but Lessee shall not be considered in default on account thereof until Lessor has first given Lessee written notice of the non-payment and Lessee shall have failed for a period sixty (60) days after receipt of such notice to make payment. Payment or tender of rental or other payment hereunder may be made by check or draft of Lessee delivered or mailed to the authorized depository bank or Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is a delivered or mailed. If said named or successor bank (or any other bank which may, as hereinafter provided have been designated as depository) should fall or liquidate or for any reason fall to accept rental, Lessee shall not be held in default for failure to make such payment or tender until sixty (60) days after Lessor shall deliver to Lessee a proper recordable in strument naming another hank to receive such payments or tenders. The above named or successor bank or any other bank which may be designated as depository shall be Lessor's agent

crior to discovery and production of oil or gas on this leased premises or on acreage pooled therewith, Lessee should drill a dry note or holes thereon or if after discovery and production to oil or gas the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling, deepening, plugging back, or reworking in ninety (90) days thereafter or if it be within the primary term, commences or resumes the payment or tender of delay rentals or commences operation for drilling, deepening, plugging back, or reworking on or before the delay rental paying date next ensuing after the expiration of ninety (90) days from date of completion of dry hale or cassation of production. If at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term and prior to the discovery and production of oil or gas on the leased premises or on acreage pooled therewith. Lessee should drill a dry hole thereon, no delay rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling, deepening, plugging back, or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or on acreage pooled therewith.

- 9. Lessee, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by tendering an appropriate instrument of surrender to the Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereupon this lease, and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of leased premises the rental and all other payments specified above shall be proportionately reduced on an acreage basis and Lessee shall have reasonable easements for then existing pipelines or roadways on the lands surrendered for the purpose of continuing operations on the lands retained. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, pipelines, fixtures, buildings, or other structures placed on said premises, including the right to pull and remove all casing.
- 10. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalties and delay rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Said Lessee shall not be required in any event to increase the delay rental or the gas or oil royalty payments hereunder by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise, and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royalties thereafter to be made shall be reduced in the same proportion.
- 11. In case of notice of, or an adverse claim to the premises, affecting all or any part of the delay rentals or royalties, Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader.
- 12. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals or royalties or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by U.S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or if there be none, evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof, Lessee may pay or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregated portion of the leased premises, the delay rentals and shut-in royalties payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and the failure to pay delay rentals or shut-in royalties on the one segregated portion of the leased premises shall not affect the rights hereunder of the party holding the other segregated portion hereunder. It six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and unt
- 13. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have 60 days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.
- 14. Lessor shall be entitled, at his sole risk and expense, to 200,000 cubic feet of gas per annum free of cost for use in one domestic dwelling from one producing gas well on said premises, providing that sald well has sufficient pressure for such use. Lessor agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessee shall not be held liable for any accident or damage caused by Lessor's said use of gas, nor shall Lessee be liable for any shortage or failure in supply of gas for said domestic use.
- 15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein premises are situated insofar as the same in any way may affect the purpose for which this lease is made.
- 16. Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor: and all of the provisions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and assigns.

17. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, war, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof.

hall be added to the term hereof.		X Hechest Campbell 279-01-8025
Filed and admitted to record in the office of the Clerk of the County Commission of Ritchie	tten.	Hebert Campbell ssn
County, W. Va. NOV 3 1982	_	x Ruth Campbell 298-66-073
19 at 10.05 o'clock A M	_	Ruth Campbell ssn
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Book No. 150 Page 133	_	Audrea Harris ssn
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personally known to me to be the same person whose name su	ee and voluntary a	oregoing instrument, appeared before me this day in person, and acknowledged ct, for the uses and purposes therein set forth, and desired the same to be recorded as
such. Given under my nand and Child Seal, this 19th day of CCTA My commission expires 416: 18, 1987		
	ACKNOWLEDG	MENT OIL & GAS DEVISION 03/29/2024
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	175 N. St.	carlos ricerand, et vii	
	Stockport, Ohio 4378	7	
	art hereinafter called Lessor and MORRIS EXPLORA	ATION COMPANY, Peoples Building, Charleston, WV. 25301, party	
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and bounded substant	ally by lands now or formerly owned as follows:		DEET GAS CHIERRY
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On the South by_		described land, any and all strings or parcels of land adjoining or o	
state, federal or other is credit of Lessor. 3. It is agreed that the any portion thereof, or as oll or gas is being we have been such that the such period thereof, or with any least han 640 acres each pluing, completion, or oper may be created by gove substances so pooled, considered a well comming such proportion of it so pooled or repooled. To cluded in such poorting the same from time to time remises which is included.	aw, Lessee may withhold taxes with respect to rental lease shall remain in force for the term of Make any other land pooled or unitized therewith as provivithdrawn from the premises by Lessee, or as long liven the right at its option, at any time within the print, to pool, reform, enlarge and/or reduce such unit sehold, operating or other rights or interests in such sehold, operating or other rights or interests in such at long of a well, or for obtaining maximum altowable enmental authority or by recording in the appropance, drilled, and producing on leased premises the actual production from all tands so pooled or reproduction so allocated shall be considered for repooling in the same manner as though producing, and a unit may be formed either before or after unded in the pool or on other lands which are pooled over the production and which shall be paid by Lessee.	are: (a) on oil (including but not limited to distillate	is long thereafter as the above described land, or a search for or production of oil or gas, or as long rein. Itended by any provision hereof, and from time to rights therein with any other and in the vicinity as Lesseamsy desire, but containing not more production of oil or reformation thereof any governmental authority for the drillisize authorized. Each unit or reformation thereof a unit so created, specifying the formation and red shall, except for the payment of royalties, be premises included in any such pooling or repooling basis, bears to the entire acreage of the lands oduction from the portion of leased premises interes. Each of said options may be exercised by leased premises or on the portion of the lease
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7. Fallure to pay or er payment, but Lesses al sixty (60) days after resulting to delivered or mailed. If it refuse or fall to accept	ror in paying any rental or other payment due hereu hall not be considered in default on account thereof ceipt of such notice to make payment. Payment or bank or Lessor (at address last known to Lessor) or said named of successor bank (or any other bank wrental, Lessor shall not be held in default for failure	cessary for such operations Inder shall not constitue a ground for forfeiture of this lease and sit until Lessor has first given Lessee written notice of the non-payr tender of rental or other payment hereunder may be made by ching of before such date for payment, and the payment or tender will thick may, as hereinafter provided have been designated as depose to make such payment or tender until sixty (60) days efter Lessor back or any other bank which may be de-	hall not affect Lessee's obligation to make such ment and Lessee shall have falled for a period of eck or draft of Lessee delivered or malled to the local beddened made when the check or draft is so estroy) should fall or liquidate or for any reason

every at detendent . es er stor, a fel a dry no e or holes thereon or if after or gas the production there is no different and the entered of the entered of the production there is no different and the entered of the ent or reworking on or before the delay rental paying date next ensuing after the expiration of ninety (90) days from date of completion of dry hole of cessation of production. If at any time ubsequent to ninety (90) days prior to the beginning of the last year of the primary term and prior to the discovery and production of oil or gas on the leaved premises or on acreage pooled therewith. Lessee should drill a dry hole thereon, no delay rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil or gas is not being prividuced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling, deepening, plugging back, or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or on acreage pooled therewith.

- 9. Lessee, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by tendering an appropriate instrument of surrender to the Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereupon this lease, and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of leased premises the rental and all other payments specified above shall be proportionately reduced on an acreage basis and Lessee shall have reasonable easements for then existing pipelines or roadways on the lands surrendered for the purpose of continuing operations on the lands retained. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, pipelines, fixtures, buildings, or other structures placed on said premises, including the right to pull and remove all casing.
- 10. Without Impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalties and delay rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor Is seized. Said Lessee shall not be required in any event to increase the delay rental or the gas or oil royalty payments hereunder by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise, and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royalties thereafter to be made shall be reduced in the same proportion.
- 11. In case of notice of, or an adverse claim to the premises, affecting all or any part of the delay rentals or royalties, Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleade
- 12. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals or royalties or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by U.S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or if there be none, evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof, Lessee may pay or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregated portion of the leased premises, the delay rentals and shut-in royalties payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and the fallure to pay delay rentals or shut-in royalties on the one segregated portion of the leased premises shall not affect the rights hereunder of the party holding the other segregated portion hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.
- 13. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have 60 days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.
- 14. Lessor shall be entitled, at his sole risk and expense, to 200,000 cubic feet of gas per annum free of cost for use in one domestic dwelling from one producing gas well on said premises, providing that sald well has sufficient pressure for such use. Lessor agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessee shall not be held liable for any accident or damage caused by Lessor's said use of gas, nor shall Lessee be liable for any shortage or failure in supply of gas for said domestic use.
- 15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein premises are situated insofar as the same in any way may affect the purpose for which this lease is made.
- 16. Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the provisions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and
- 17. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other

tions are prevented or delayed by such laws, rules, regulations or orders, or by Inability to obtain equipment, war, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for pro	duction or failure of purchasers or carriers to take
or by other cause not reasonably within Lessee's control, this lease shall not terminate because of such pre- shall be added to the term hereof.	vention or delay, and, at Lessee's option, the period of such prevention or delay
318	
IN WITNESS WHEREOF, this instrument is executed on the date first above written.	
	. / . / . (
Brune St. 1	Billa Filland
The T K C Bel	va Freeland ssn 274-12. CH.
Cal Drop	0 = 1 = 4 = 2 = 9 = 2 12 115 11
CAS DIVISION CO	rlos Freeland ssn 273-12-4528
OIL 9 GAT WIN Ca	1105 Fleeland SSN 275-12-4520
DEPT. U	
ACKNOWLEDGMENT	
COUNTY OF THOUGHT. STATE OF L.	
15 - 15 - 15 - 15 - 15 - 15 - 15 - 15 -	in and for said
County, in the State aforesaid, do hereby certify that 15 hors 4 Conto 1 hors	1,1 c
personally known to me to be the same person whose name subscribed to the foregoing that the signed, sealed and delivered the said instrument as for the such. Given under my nand and Seal, this 120 day of AD. 190 My commission expires Figure 1 July 12 Commission Expires July 11, 1933	e uses and purposes therein set forth, and desired the same to be recorded a:
	00/00/0004
ACKNOWLEDGMENT	03/29/2024
COUNTY OFSTATE OF	
I	Tiled and admitted to record in the in and for's
County, in the State aforesaid, do hereby certify that	of the Clerk of the County Commission of Access
	Courty, W. V. NOV 3 1982
personally known to me to be the same personwhose namesubscribed to the foregoin thathesigned, sealed and delivered the said instrument asfree and voluntary act, for the	g instrument, appeared before me this day to person, and acknowleds
auch.	1 econocid in Assay Se
Given under my hand and Seal, this day of A D 19	
My commission expliss.	Book No. 150 Page 136
	Tester Juniola 93 Mage 10

Oil and Gas Lease

	S' = Q
Agreement	Made and entered into the 12 day of October A.D., 19 82by and between
Howard	Campbell and Ruth Campbell, et ux

Violet Rowland, widow

515 Mitchell Ave, Beverly, Ohio 45715

part_1es the first part hereinafter called Lessor and MORRIS EXPLORATION COMPANY, Peoples Building, Charleston, WV. 25301, party of the second part, hereinafter called Lessee,

1. That for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid by Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, Lessor does hereby grant, demise, lease, and let onto Lessee for its exclusive possession and use for the purpose of (a) exploring, pro specting, drilling, operating for and producing oil and gas, including casinghead gas and casinghead gasoline condensate, (b) saving, treating, transporting and caring for said products, (c removing therefrom, and from lands operated therewith, brine and other refuse and injecting the same, gas, and any other substances into the subsurface thereof, (d) exercising all rights and privileges hereinafter granted to Lessee, (e) constructing, operating and maintaining thereon all structures and facilities necessary or convenient for any and all said purposes and (facilities necessary). pooling or unitizing the same with other lands for such purposes, as hereinafter more fully set out, all that certain tract of land situated in the District of Ritchie

Mc/Farlands Run

West Virginia

MAP # 10 and described as follows: PARCEL # 9

All that certain tract of land containing 25. acres, more or less, being the same land conveyed to Christopher Campbell, by Charles Campbell and Clara V. Campbell, his wife, Deed dated 8th day of December, 1899, of Record in the Office of the County Clerk of Ritchie County, West Virginia in Deed Book 47, Page 124.

DEC 23 1982 and bounded substantially by lands now or formerly owned as follows: On the North by $W.\ Echard$ On the East by I. Morton C. Reed On the South by B. Hart 25. _acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owncontaining

ed or claimed by Lessor are hereby leased to Lessee Lessee shall be responsible for any damage to growing crops, fences, and buildings which may result from said operations. No well shall be drilled within 200 feet of any house or barn now on said premises without consent of Lessor. Lessor agrees that Lessee may enter upon leased premises, search for and clean out any abandoned oil or gas well, and such well shall

then be considered to have been drilled under the terms of this lease. The same may be properly plugged and abandoned again or refitted and utilized by Lessee for the production of gas or oll. Lessor shall allow Lessee reasonable easements for roadways or pipelines on or across lands herein leased for operations conducted on other lands operated by Lessee. 2. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or In part, and if Lessee does so, it shall be subrogated to such flen with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. When required by state, federal or other law, Lessee may withhold taxes with respect to rental, royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for the

3. It is agreed that this lease shall remain in force for the term of **Ex** ears from the above date, (hereinafter called the primary term), and as long thereafter as the above described land, or any portion thereof, or any other land pooled or unitized therewith as provided in Paragraph Four (4) hereof, is operated by the Lessee in the search for or production of oil or gas, or as long as oll or gas is being withdrawn from the premises by Lessee, or as long as this lease is extended by any other provisions contained herein.

Lessee hereby is given the right at its option, at any time within the primary term hereof or at anytime during which this lease may be extended by any provision hereof, and from time I'me within such pecied, to pool, reform, enlarge and/or reduce such unit or pool, and repool all or any part or parts of leased premises or rights, therein with any other and in the vicini hereof, or with any leasehold, operating or other rights or interests in such other law sofas of create units of such size and surface acreage as Lessas not desire, but containing not more than 640 acres each plus 10% acreage tolerance. Here any time larger units are specified on any then applicable law, rule, regulation or order of any governmental authority for the drillng, completion, or operation of a well, or for obtaining maximum afforable, any such unit may be established or enlarged to conform to the size authorized. Each unit or reformation thereo ng, completion, or operation of a well, or for obtaining maximum and the appropriate county office a Declaration containing a description of the unit so created, specifying the formation may be created by governmental authority or by recording in the appropriate county office a Declaration containing a description of the unit so created, specifying the formation and substances so pooled. Any well which is commenced, or is drilled or is producing on any part of any lends theretofore or thereafter so pooled shall, except for the payment of royalties, be considered a well commenced, drilled, and producing on leased pramises under this lease. There shall be allocated to the nortion of leased premises included in any such pooling or repooling such proportion of the actual production from all tands so pooled or repooled as such portion of leased premises computed on an accesse basis, bears to the entire acreage of the lands so pooled or repooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of leased premises in cluded in such pooring or repooling in the same manner as though produced from such portion of leased premises under the terms of this lease. Each of said options may be exercised by casses from time to time, and a unit may be formed either before or after a well has been drilled or production has been established on leased premises or on the portion of the lease

5 The royaltles reserved by Lessor, and which shall be paid by Lessee, are: (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessorin the pipeline to which the wells may be connected, provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity: (b) on gas, including casinghead gas and all other gaseous or vaporous substances, produced from said land and sold or used off the leased premises, the market value at the wells of one-pighth (1/8) of the gas so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering, compressing and making merchantable such gas, provided, that on gas sold at the wells, the royalty shall be one-eighth (1/8) of the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, If any such sale of gas is regulated as to price by any governmental agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated or allocated back to the wells from which produced, making allowance and deduction of a fair and reasonable charge for gathering, compressing and making merchantable such gas and which amount may be further adjusted up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. During any period (whether before or after expiration of the primary term hereof) where there is a gas well on the leased premises or on a unit that includes all or a part of the leased premises, however designated, capable of producing gas in paying quantities and gas is not being sold or used and the well or wells are shut-in for a period of one year and there is no current production of oil or gas or operations on said leased premises or any portion or stratum thereof sufficient to keep this lease in force, Lessee shall be obligated to pay or tender as shut-in royalty an amount (which shall be the same and shall be paid regardless of the number of shut-in wells and regardless of whether the shut-in well or wells be located upon said leased premises or upon such other acreage as is embraced in such unit) equal to the delay rental as provided herein, payable annually at the end of twelve months from date such well is shut in and while said royalty is so paid or tendered this lease shall be held as a producing property under the provisions of this lease. The amount of each such payment or tender may be paid by check or draft of Lessee in the same manner as provided in Paragraph Seven (7) hereof, and such payments may be made beyond the primary term. Lessee shall use reasonable dilligence to market gas capable of being produced from such shut-in well or wells but shall be under no obligation to market such gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall have free use of oil, distillate, condensate, gas, and water from the leased premises for all operations hereunder.

6. Lessee agrees to commence drilling operations on said premises on or before sixty days from the execution of this lease or pay to Lessor a delay rental at the rate of per acre per year. Said delay rental shall be payable each six months thereafter during the primary term hereof until drilling operations are commenced on the leased premises, or on acreage pooled therewith as above provided or until this lease is surrendered. If operations for drilling are commenced on the leased premises, or on acreage pooled therewith as above provided, before the end of the term for which delay rentals have been made to Lessor, the unaccrued portion of said payment shall be credited to Lessee on any delay rentals or royalties that may be due Lessor. Drilling operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

7. Fallure to pay or error in paying any rental or other payment due hereunder shall not constitue a ground for forfeiture of this lease and shall not affect Lessee's obligation to make such payment, but Lessee shall not be considered in default on account thereof until Lessor has first given Lessee written notice of the non-payment and Lessee shall have falled for a period of sixty (60) days after receipt of such notice to make payment. Payment or tender of rental or other payment hereunder may be made by check or draft of Lessee delivered or mailed to the authorized depository bank or Lessor (at address last known to Lessos) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is so delivered or mailed. If said named or successor bank (in any other bank which may, as hereinafter provided have been designated as depository) should fall or liquidate or for any reason refiree or fall to accept rental, Lessee shall not be held in default for failure to make such payment or tender until sixty (60) days after Lessor shall deliver to Lessee a proper recordable in strument naming another bank to receive such payments or tenders. The abine named or successor bank or any other bank which may be ideal

terant vi in 1 a dig note of he has the man or it at men' at any and product ses of tin at thage pooled uction thrifeolish all chare from any cause this mase shall not terminate if tiess a commences of a ations for drilling, deepening property is a commence of the state of the 190) days thereafter or If it be within the primary term incommences or resumes the payment or tender of delay rentals or commences operation for drilling identification of payment or tender of delay rentals or commences operation for drilling identification. working on or before the delay rental paying date next ensuing after the expiration of ninety (90) days from date of completion of dry hole or cessation of production. If at any time with, Lessee should drill a dry hole thereon, no delay rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the piration of the primary term, oll or gas is not being produced on the leased premises or on acreage pooled therewith. But Lessee is then engaged in drilling, deepening, plugging back, or eworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, the lease shall-remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days and. If they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or on acreage pooled therewith.

- 9. Lessee, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by tendering an appropriate instrument of surrender to the Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereupon this lease, and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of leased premises the rental and all other payments specified above shall be proportionately reduced on an acreage basis and Lessee shall have reasonable easements for then existing pipelines or roadways on the lands surrendered for the purpose of continuing operations on the lands retained. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, pipelines, fixtures, buildings, or other structures placed on said premises, including the right to pull and remove all casing.
- 10. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalties and delay rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Said Lessee shall not be required in any event to increase the delay rental or the gas or oil royalty payments hereunder by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise, and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royalties thereafter to be made shall be reduced in the same proportion.
- 11. In case of notice of, or an adverse claim to the premises, affecting all or any part of the delay rentals or royalties, Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader.
- 12. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals or royalties or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by U.S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or if there be none, evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof, Lessee may pay or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregated portion of the leased premises, the delay rentals and shut-in royalties payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and the fallure to pay delay rentals or shut in royalties on the one segregated portion of the leased premises shall not affect the rights hereunder of the party holding the other segregated portion hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.
- 13. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have 60 days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.
- 14. Lessor shall be entitled, at his sole risk and expense, to 200,000 cubic feet of gas per annum free of cost for use in one domestic dwelling from one producing gas well on sale premises, providing that sald well has sufficient pressure for such use. Lessor agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessee shall not be held liable for any accident or damage caused by Lessor's said use of gas, nor shall Lessee be liable for any shortage or failure in supply of gas for said domestic use.
- 15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein premises are situated insofat as the same in any way may affect the purpose for which this lease is made.
- 16. Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same and additional part ties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the provi sions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and
- 17. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having

jurisdiction, including restrictions on the drilling and production of wells and the partitions are prevented or delayed by such laws, rules, regulations or orders, or by Inat war, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a or by other cause not reasonably within Lessee's control, this lease shall not term shall be added to the term hereof.	ability to obtain equipment, services, material, water, electricity, fuel, acces a satisfactory market for production or failure of purchasers or carriers to ta	s or easements, or by fire, flood ke or transport such production
Filed and admitted to record in the office of the Clerk of the County Commission of Ritchie County, W. Va. NOV 3 1982 19 at 10:05 o'clock A M Recorded in hease Book No. 150 Page 138 Tester Funda B Mass KC Clerk COUNTY OF Wash	X indet Resolar	20-30-49-6
County, in the State aforesaid, do hereby certify that Haward	Campbell & Violet Kowland	in and for sa
personally known to me to be the same personwhose namesuch. Given under my nand andSeal, this Seal, this Seal of Occurrence of the same personwhose namesuch. Seal, this Seal of Occurrence of the same personwhose namesuch seal of the same personwho	free and voluntary act, for the uses and purposes therein set forth, and de	sired the same to be recorded
COUNTY OF Wash STATE OF	Campbell 1	In and for
personally known to me to be the same personwhose name thathesigned, sealed and delivered the said instrument as such Given under my hand andSeal, this	_subscribed to the foregoing Instrument, appeared before me this did _free and voluntary act, for the uses and purposes therein set forth, and ofAD 18 &	

Notary Public. W shington County, Ohio Recented to

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Oil and Gas Lease

43-506

Agreement	Made and entered into the	12 day of Octo	per_A.D., 19_82,	y and between
.8.	Lloyd E. Myers and No	rma M. Myers,	et ux	
	4115 Old River Rd	***************************************		
	Philo, Ohio 43771			
part_1eSthe first p	part hereinafter called Lessor and MORRIS EXPLORA	TION COMPANY, Peoples Buildi	ng, Charleston, WV. 25301,	party of the second part, hereinafter called Lessee
covenants and agreer specting, drilling, ope removing therefrom, a and privileges hereins pooling or unitizing the	consideration of the sum of One Dollar (\$1.00) and o ments hereinafter contained, Lessor does hereby gra- rating for and producing oil and gas, including casing and from lands operated therewith, brine and other re- later granted to Lessee, (e) constructing, operating and he same with other lands for such purposes, as here	nt, cemise, lease, and let office to fuse and injecting the same, gand and maintaining thereon all struc- inafter more fully set out, all the	ine condensate, (b) saving, s, and any other substance tures and facilities necessa	treating, transporting and caring for said product is into the subsurface thereof, (d) exercising all ri arry or convenient for any and all said purposes a
Muri	County of	Ritchie and described as follows:	MAD # 10	West Virginia PARCEL # 9
waters of	Mc/Farlands Run	and described as follows:	MAP # 10	PARCEL # 3
	All that certain tra or less, being the s bell, by Charles Cam Deed dated 8th day Office of the County	ame land conv pbell and Cla of December, Clerk of Rit	reyed to Chr ra V. Campb 1899, of Re	ell, his wife, cord in the
	in Deed Book 47, Pag	e 124.		18/16/16/18 PROPER
				Mr. Jes A.E.
				WE 0 2 3 1902
and bounded subst	antially by lands now or formerly owned as follows:	On the	Fast by I. Mort	on 1302
On the North b	W. Echard C. Reed	On the	B. Hart	DE CIL & GAS D
On the South b	•acres, more or less. In addition to the above			
Lessee shall be now on said premis then be considered oil. Lessor shall all 2. Lessor hereby	essor are hereby leased to Lessee. In responsible for any damage to growing crops, fence the ses without consent of Lessor. Lessor agrees that Le to have been drilled under the terms of this lease. The tow Lessee reasonable easements for roadways or pay the series and agrees to defend the title to said land a ten does so, it shall be subrogated to such lien with right law. Lessee may withhold taxes with respect to refer	ssee may enter upon leased pre same may be properly plugged ipelines on or across lands her nd agrees that Lessee, at its opl obt to enforce same and apply r	mises, search for and clear and abandoned again or re ein leased for operations c ion, may discharge any tax, entals and royalties accruir	fitted and utilized by Lessee for the production of onducted on other lands operated by Lessee. mortgage or other lien upon said land, either in w ng hereunder toward satisfying same. When requ
credit of Lessor. 3. It is agreed the	5 at this lease shall remain in force for the term of 孫敬 , or any other land pooled or unitized therewith as pro ng withdrawn from the premises by Lessee, or as lo	ears from the above date, (herein	after called the primary term eof, is operated by the Lesse	n), and as long thereafter as the above described see in the search for or production of oil or gas, or
A Lease hereby time within such phereof, or with any than 640 acres eaching, completion, or may be created by substances so pocconsidered a well on such proportion of pooled or reportionally of the same premises which is	r is given the right at its option, at any time within the ediod, to pool, reform, enlarge and/or reduce such un reasonable, operation or other rights or interests in such plus 10% acreage tolerance. He any time larger un operation of a well, or for obtaining maximum attendance of governmental authority or by recording in the appropriate. Any well which is commenced, or is drilled or is commenced, drilled, and producing on leased promises of the actual production from all ands so pooled or old. The production so allocated shall be considered atting or repooling in the same manner as though production from all ands which are policicled in the pool or on other lands which are policicled in the pool or on other lands which are policicled.	primary term hereof or at anythmit or pool, and repool all or any uch of the land so as of create units are specified on er any their hits are specified on er any their producing or any part of any large of the purpose of payment or cuced from such portion of least for the purpose of payment or cuced from such portion of least for a well has been drilled or poled or repooled therewith.	e during which this lease me part or parts of leased pre- part of such size and surface an applicable law, rule, regul- pished or enlawed to confor- tion containing a description of the containing and th	ay be extended by any provision hereof, and from mises or rights therein with any other and in the acreage as Lessage my desire, but containing nation or order of any governmental authority for the tothe size authorized. Each unit or reformation on of the unit so created, specifying the formation of the unit so created, specifying the formation of the unit so created appending the formation of the unit so created appending the provided in any such pooling of the second premises included in any such pooling of the second premises of the entire acreage of the entire production from the portion of leased premise of this lease. Each of said options may be exercised on leased premises or on the portion of the
from the leased p time purchase sur casinghead gas a so sold or used, s	s reserved by Lessor, and which shall be paid by Less remises, the same to be delivered at the wells or to the chiropalty oil, paying therefor the current market prion of all other gaseous or vaporous substances, product uch market value at the wells in no event to exceed the a fair and reasonable charge for gathering, compress received by Lessee from such sale, after such allows.	te credit Of Lessor in the pipelin te at the wells in the field or are and from said land and sold or us enet proceeds received by Less ing and making merchantable sunce and deduction, and provid	e to which the wells may be a for oil (crude) having the ed off the leased premises, ee calculated or allocated b uch gas, provided, that on g	s connected, provided, however, Lessee may from same or nearest to the same gravity: (b) on gas, in the market value at the wells of one-gighth (1/8) of back to the wells from which produced, making a as sold at the wells, the royalty shall be one-eight sale of gas is regulated as to price by any gove

so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells, the royalty shall be one-eighth (if the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, if any such sale of gas is regulated as to price by any government agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated or allocated back to the wells which produced, making allowance and deduction of a fair and reasonable charge for gathering, compressing and making merchantable such gas and which amount may be furth posted up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. During any period (whether before or after expiled up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. During any period (whether before or after expiled up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. During any period (whether before or after expiled up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. During any period (whether before or after expiled up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. During any period (whether before or after expiled up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. During any period (whether before or after expiled up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. During any period (whether before or after expiled up or down prospectively or retrospectively or retrospective

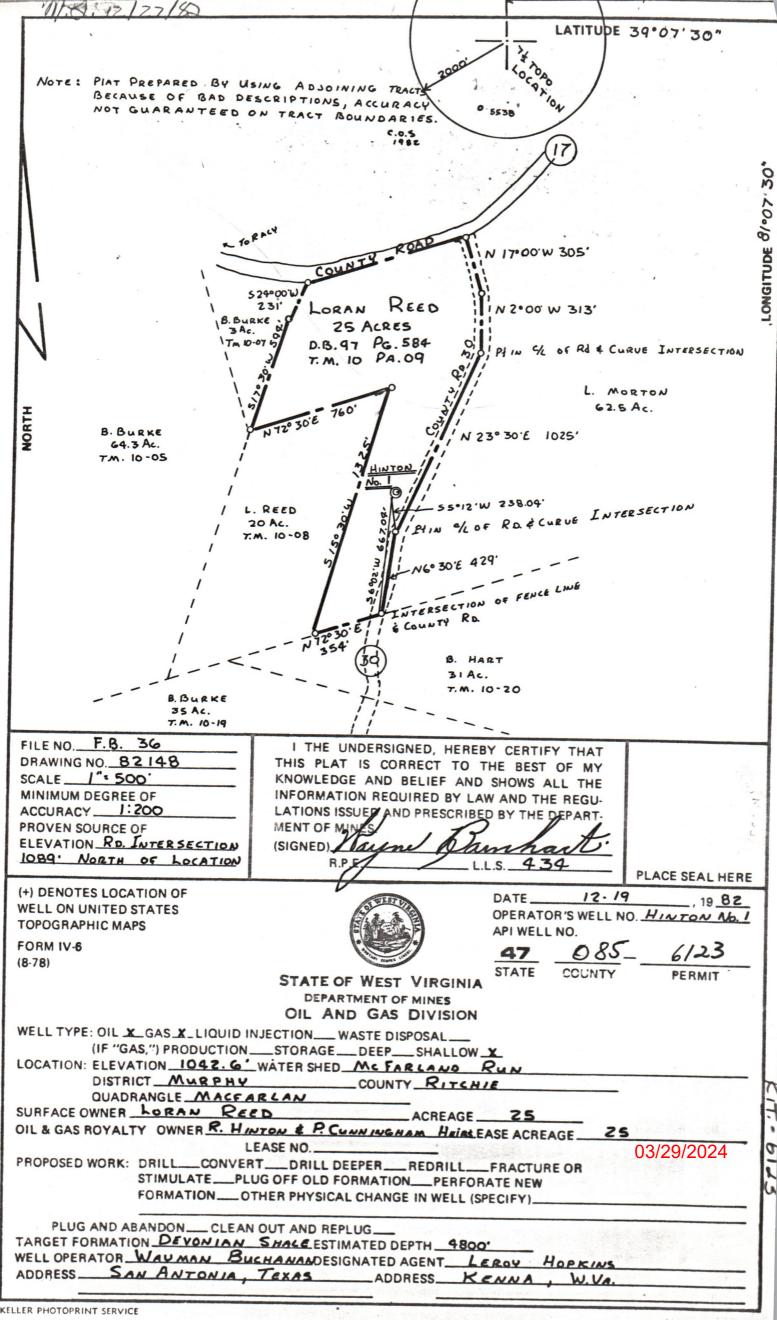
8. Lesses agrees to commence drilling operations on said premises on or before sixty days from the execution of this lease or pay leaves that at the second of this less of pays acre per year. Said delay rental shall be payable each six months thereafter during the primary term hereof until drilling operations are comment the lessed premises, or on acreage pooled therewith as above provided or until this lesse is surrendered. If operations for drilling are commenced on the lessed premises, or on a pooled therewith as above provided, before the end of the term for which delay rentals have been made to Lessor, the unaccrued portion of said payment shall be credited to Lessee delay rentals or royalties that may be due Lessor. Drilling operations shall be deemed to be commenced when the first material is placed on the lessed premises or when the first other than surveying or staking the location, is done thereon which is necessary for such operations.

7. Failure to pay or error in paying any rental or other payment due hereunder shall not constitue a ground for forfeiture of this lease and shall not affect Lessee's obligation to mai payment, but Lessee shall not be considered in default on account thereof until Lessor has first given Lessee written notice of the non-payment and Lessee shall have failed for a painty (60) days after receipt of such notice to make payment. Payment or tender of rental or other payment hereunder may be made by check or draft of Lessee delivered or malie authorized depository bank or Lessor (at address lest known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft of lessee and shall not for any other bank which may, as hereinafter provided have been designated as depository) should fall or liquidate or for any refuse or fall to accept rental, Lessee shall not be held in default for failure to make such payment or tender until sixty (60) days after Lessor shall deliver to Lessee a proper record structure of nearly another bank to receive such payments or tenders. The above named of successor bank or any other bank which may be designated as depository shall be Lessor.

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- 9. Lessee, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by tendering an appropriate instrument of surrender to the Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereupon this lease, and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of leased premises the rental and all other payments specified above shall be proportionately reduced on an acreage basis and Lessee shall have reasonable easements for then existing pipelines or roadways on the lands surrendered for the purpose of continuing operations on the lands retained. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, pipelines, fixtures, buildings, or other structures placed on said premises, including the right to pull and remove all casing.
- 10. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalfies and delay rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Said Lessee shall not be required in any event to increase the delay rental or the gas or oil royalty payments hereunder by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royalties thereafter to be made shall be reduced in the same proportion.
- 11. In case of notice of, or an adverse claim to the premises, affecting all or any part of the delay rentals or royalties. Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader.
- 12. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals or royalties or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by U.S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or if there be none, evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof, Lessee may any or lender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregated portion of the leased premises, the delay rentals and shut-in royalties payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and the failure to pay delay rentals or shut-in royalties on the one segregated portion of the leased premises shall not affect the rights hereunder of the party holding the other segregated portion hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and unt
- 13. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have 60 days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.
- 14. Lessor shall be entitled, at his sole risk and expense, to 200,000 cubic feet of gas per annum free of cost for use in one domestic dwelling from one producing gas well on said premises, providing that said well has sufficient pressure for such use. Lessor agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessee shall not be held liable for any accident or damage caused by Lessor's said use of gas, nor shall Lessee be liable for any shortage or failure in supply of gas for said domestic use.
- 15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein premises are situated insofar as the same in any way may affect the purpose for which this lease is made.
- 16. Should any one or more of the parties named herein as Lessor fall to execute this lease, it shall nevertheless be binding on the party or parties executing the same and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the provisions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and assigns.

17. Lessee's obligations under this lease, whether express or implied, shall be subject to jurisdiction, including restrictions on the drilling and production of wells and the price of oil, ga:	
tions are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain	s and other substances covered hereby, when drilling, reworking, production or other opera- requipment, services, material, water, electricity, fuel, access or easements, or by fire, flood
war, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory m	narket for production or failure of purchasers or carriers to take or transport such production.
or by other cause not reasonably within Lessee's control, this lease shall not terminate because	e of such prevention or delay, and, at Lessee's option, the period of such prevention or delay
shall be added to the term hereof.	
IN WITNESS WHEREOF, this instrument is executed on the date first above written.	
WITNESS:	
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	Lloyd E. Myers ssn /282-12-18-03
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\	Norma M. Myers ssn 137-44-7557
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personally known to me to be the same person whose name subscribed to	
that 1.1 he 11.1 signed, sealed and delivered the said instrument as 1.1.1 free and volunt	ary act, for the uses and purposes therein set forth, and desired the same to be recorded as
such.	W.C.
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such	Book No. 15.0 Page 13.
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Oil and Gas Lease

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as the production thereof strout change in any rause, this lease shall not terminate if I easee commences operations for drilling die; ening though no back, or reworking esty 90) days thereafter or If it be within the pier any term commences or resumes the payment or tender of delay rentals or commences operating for drilling, despening plugging or eworking on or before the delay rental paying date next ensuing after the expiration of ninety (90) days from date of completion of dry hole or constant of production. If at any time sequent to ninety (90) days prior to the beginning of the last year of the primary term and prior to the discovery and production of oil or gas on the reased premises or on acreage pooled prewith. Lessee should drill a dry hole thereon, no delay rental payment or operations are necessary in order to keep the lease in force during the tempinder of the primary term. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling, deepening, plugging back, or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or on acreage pooled therewith. 9. Lessee, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by tendering an appropriate instrument of surrender to the Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereupon this lease, and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of leased premises the rental and all other payments specified above shall be proportionately reduced on an acreage basis and Lessee shall have reasonable easements for then existing pipelines or roadways on the lands surrendered for the purpose of continuing operations on the lands retained. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, pipelines, fixtures, buildings, or other structures placed on said premises, including the right to pull and remove all casing.

10. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalties and delay rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Said Lessee shall not be required in any event to increase the delay rental or the gas or oil royalty payments hereunder by reason of any royalty or interest in sald of or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise, and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royaltie

thereafter to be made shall be reduced in the same proportion. 11. In case of notice of, or an adverse claim to the premises, affecting all or any part of the delay rentals or royalties. Lessee may withhold payment or delivery of the same until the ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for Interpleader.

12. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals or royalties or in the status of an party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (3 days after Lessee shall have been furnished by U.S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. the event of the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased or the estate of the deceased until such time as Lesse is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or if there be none, evidence satisfactory to it as to the heirs or devise of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof, Less may nay or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregat portion of the leased premises, the delay rentals and shut-in royalties payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface. area of each, and the fallure to pay delay rentals or shut-in royalties on the one segregated portion of the leased premises shall not affect the rights hereunder of the party holding the other segregated portion hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument of ecuted by all such parties designating an agent to receive payment for all.

13. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate hereby nor grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall not Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have 60 days after receipt of such notice in which to commence the compliance w the obligations imposed by virtue of this instrument.

14. Lessor shall be entitled, at his sole risk and expense, to 200,000 cubic feet of gas per annum free of cost for use in one domestic dwelling from one producing gas well on s premises, providing that said well has sufficient pressure for such use. Lessor agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessee shall not be held lia for any accident or damage caused by Lessor's said use of gas, nor shall Lessee be liable for any shortage or failure in supply of gas for said domestic use.

15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein premises are situated inscribed. as the same in any way may affect the purpose for which this lease is made.

16. Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same and additional ties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the pr sions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors

17. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority ha Jurisdiction, including restrictions on the drilling and production of wells and the price of oll, gas and other substances covered hereby. When drilling, reworking, production or other or ulations or orders, or by Inability to obtain equipment, services, material, water, electricity, fuel, access or easements, or by fire, fi tion war sha

personally known to me to be the same person whose name subscribed to that he signed, sealed and delivered the said instrument as free and volur such. Given under my nand and Seal, this day of AD. My commission expires	
such. Given under my nand and Seal, this day of A.D.	
personally known to me to be the same personwhose namesubscribed to	the foregoing instrument, appeared before me this day in person, and acknown
County, in the State aforesaid, do hereby certify that	
ACKNOWL	Section Sectio
Time of they	Lola Miller ssn Du, - 22 - 11 11
IN WITNESS WHEREOF, this instrument is executed on the date first above written. ITNESS:	x Lete miller

signed, sealed and delivered the said instrument as _____free and voluntary act, for the us

Given under my hand and _____ Seal this ____ day of ____ A D 19

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Book No Pic Page /2

__whose name____subscribed to the foregoing instrument, appeared before me this day in person, and acking the same to be instrument as_____free and voluntary act, for the uses and purposes therein set forth, and desired the same to be in

County, in the State aforesaid, do hereby certify that.

personally known to me to be the same person_

My commission explies_____

Oil and Gas Lease

Harvey Campbell Hairs

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Made and entered into the 12 day of October AD, 19 82by and between

Wilma E. Campbell, widow 1760 Adamsville Rd.

Zainesville, Ohio 43701

Mc/Farlands Run

and bounded substantially by lands now or formerly owned as follows: W. Echard

part 100 the first part hereinafter called Lessor and MORRIS EXPLORATION COMPANY, Peoples Building, Charleston, WV. 25301, party of the second part, hereinafter called Lessee,

1. That for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid by Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, Lessor does hereby grant, demise, lease, and let onto Lessee, for its exclusive possession and use for the purpose of (a) exploring, prospecting, drilling, operating for and producing oil and gas, including casinghead gas and casinghead gasoline condensate, (b) saving, treating, transporting and caring for said products, (c) removing therefrom, and from lands operated therewith, brine and other refuse and injecting the same, gas, and any other substances into the subsurface thereof, (d) exercising all rights and privileges hereinafter granted to Lessee, (e) constructing, operating and maintaining thereon all structures and facilities necessary or convenient for any and all said purposes and (f) pooling or unitizing the same with other lands for such purposes, as hereinafter more fully set out, all that certain tract of land situated in the District of West Virginia

Murphy Ritchie County of_ MAP # 10

and described as follows:

All that certain tract of land containing 25. acres, more or less, being the same land conveyed to Christopher Campbell, by Charles Campbell and Clara V. Campbell, his wife, Deed dated 8th day of December, 1899, of Record in the Office of the County Clerk of Ritchie County, West Virginia in Deed Book 47, Page 124.

On the East by L. Morton

PARCEL # 9

C. Reed B. Hart On the West by On the South by 25. _acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and or containing

ed or claimed by Lessor are hereby leased to Lessee. Lessee shall be responsible for any damage to growing crops, fences, and buildings which may result from said operations. No well shall be drilled within 200 feet of any house or barn now on said premises without consent of Lessor. Lessor agrees that Lessee may enter upon leased premises, search for and clean out any abandoned oil or gas well, and such well shall then be considered to have been drilled under the terms of this lease. The same may be properly plugged and abandoned again or refitted and utilized by Lessee for the production of gas or

oll. Lessor shall allow Lessee reasonable easements for roadways or pipelines on or across lands herein leased for operations conducted on other lands operated by Lessee. 2. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in whole or In part, and if Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. When required by state, federal or other law, Lessee may withhold taxes with respect to rental, royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for the credit of Lessor.

3. It is agreed that this lease shall remain in force for the term of Kox ears from the above date, (hereinafter called the primary term), and as long thereafter as the above described land, or any portion thereof, or any other land pooled or unitized therewith as provided in Paragraph Four (4) hereof, is operated by the Lessee in the search for or production of oil or gas, or as long as oll or gas is being withdrawn from the premises by Lessee, or as long as this lease is extended by any other provisions contained herein

Lessee hereby is given the right at its option, at any time within the primary term hereof or at anytime during which this lease may be extended by any provision hereof, and from time to Ime within such period, to pool, reform, enlarge and/or reduce such unit or pool, and repool all or any part or parts of leased premises or rights, therein with any other land in the vicini hereof, or with any leasehold, operating or other rights or interests in such other law social or create units of such size and surface acreage as Lesses and Desire, but containing not more than 640 acres each plus 10% acreage tolerance. Here any time larger units are specified on any then applicable law, rule, regulation or order of any governmental authority for the drillng, completion, or operation of a well, or for obtaining maximum and wable, any such unit may be established or enlarged to conform to the size authorized. Each unit or reformation thereo may be created by governmental authority or by recording in the appropriate county office a Declaration containing a description of the unit so created, specifying the formation and substances so pooled. Any well which is commenced, or is drilled or is producing on any part of any leads theretofore or thereafter so pooled shall, except for the payment of royalties, be considered a well commenced, drilled, and producing on leased premises under this lease. There shall be allocated to the portion of leased premises included in any such pooling or repool ng such proportion of the actual production from all rands so pooled or repooled as such portion of leased premises computed on all accepte basis, bears to the entire acreage of the lands so pooled or repooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of leased premises in cluded in such pooling or repooling in the same manner as though produced from such portion of leased premises under the terms of this lease. Each of said options may be exercised by essea from time to time, and a unit may be formed either before or after a well has been drilled or production has been established on leased premises or on the portion of the lease premises which is included in the pool or on other lands which are pooled or repooled therewith.

5 The royaltles reserved by Lessor, and which shall be paid by Lessee, are: (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of LessorIn the pipeline to which the wells may be connected, provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity: (b) on gas, including casinghead gas and all other gaseous or vaporous substances, produced from said land and sold or used off the leased premises, the market value at the wells of one-eighth (1/8) of the gas so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering, compressing and making merchantable such gas, provided, that on gas sold at the wells, the royalty shall be one-eighth (1/8) of the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, if any such sale of gas is regulated as to price by any governmental agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated or allocated back to the wells from which produced, making allowance and deduction of a fair and reasonable charge for gathering, compressing and making merchantable such gas and which amount may be further ad-Justed up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. During any period (whether before or after expiration of the primary term hereof) where there is a gas well on the leased premises or on a unit that includes all or a part of the leased premises, however designated, capable of producing gas in paying quantities and gas is not being sold or used and the well or wells are shut-in for a period of one year and there is no current production of oil or gas or operations on said leased premises or any portion or stratum thereof sufficient to keep this lease in force, Lessee shall be obligated to pay or tender as shut-in royalty an amount (which shall be the same and shall be paid regardless of the number of shut-in wells and regardless of whether the shut-in well or wells be located upon said leased premises or upon such other acreage as is embraced in such unlt) equal to the delay rental as provided herein, payable annually at the end of twelve months from date such well is shut in and while said royalty is so paid or tendered this lease shall be held as a producing property under the provisions of this lease. The amount of each such payment or tender may be paid by check or draft of Lessee in the same manner as provided in Paragraph Seven (7) hereof, and such payments may be made beyond the primary term. Lessee shall use reasonable dilligence to market gas capable of being produced from such shut in well or wells but shall be under no obligation to market such gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall have free use of oil, distillate, condensate, gas, and water from the leased premises for all operations hereunder.

6. Lessee agrees to commence drilling operations on said premises on or before sixty days from the execution of this lease or pay to LO3/29/2024 at the rate of per acre per year. Said delay rental shall be payable each six months thereafter during the primary term hereof until drilling operations are commenced on the leased premises, or on acreage pooled therewith as above provided or until this lease is surrendered. If operations for drilling are commenced on the leased premises, or on acreage pooled therewith as above provided, before the end of the term for which delay rentals have been made to Lessor, the unaccrued portion of said payment shall be credited to Lessoe on any delay rentals or royalties that may be due Lessor. Drilling operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

7. Fallure to pay or error in paying any rental or other payment due hereunder shall not constitue a ground for forfeiture of this lease and shall not affect Lessee's obligation to make such payment, but Lessee shall not be considered in default on account thereof until Lessor has first given Lessee written notice of the non-payment and Lessee shall have falled for a period of sixty (60) days after receipt of such notice to make payment. Payment or tender of rental or other payment hereunder may be made by check or draft of Lessee delivered or mailed to the authorized depository bank or Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is so delivered or mailed. If said named or successor bank (N any other bank which may, as hereinafter provided have been designated as depository) should fall or liquidate or for any reason refuse or fall to accept rental, Lessee shall not be held in default for fallule to make such payment or tender until sixty (60) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank to receive such payments or tenders. The above named or successor-bank or any other bank which may be designated as depository shall be tiesed's agent

scovery and production of only gas on the clused premises or on acreage reon or if after discovery and produc es operations for drilling, deepening, plugging back, or reworking was the production thereof should cease from any cause, this lease shall not ferminate if 90 days thereafter or if it be within the primary term, commences or resumes the payment or tender of delay rentals or commences operation for drilling, deepening, plugging A or reworking on or before the delay rental paying date next ensuing after the expiration of ninety (90) days from date of completion of pry hole of cessation of production. If at any time obsequent to ninety (90) days prior to the beginning of the last year of the primary term and prior to the discovery and production of oil or gay on the leased premises or on acreage pooled herewith, Lessee should drill a dry hole thereon, no delay rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oll or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is the Langaged in drilling, deepening, plugging back, or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days and, if they result in the production of oll or gas, so long thereafter as oll or gas is produced from the leased premises, or on acreage pooled therewith. 9. Lessee, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by tendering an appropriate instrument of surrender to the Lessor

- or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereupon this lease, and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of leased premises the rental and all other payments specified above shall be proportionately reduced on an acreage basis and Lessee shall have reasonable easements for then existing pipelines or roadways on the lands surrendered for the purpose of continuing operations on the lands retained. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, pipelines, fixtures, buildings, or other structures placed on said premises, including the right to pull and remove all casing.
- 10. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalties and delay rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Said Lessee shall not be required in any event to increase the delay rental or the gas or oil royalty payments hereunder by reason of any royalty or interest in sald oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise; and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royalties thereafter to be made shall be reduced in the same proportion.
- 11. In case of notice of, or an adverse claim to the premises, affecting all or any part of the delay rentals or royalties, Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader.
- 12. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals or royalties or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by U.S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to any sum hereunder, Lessee may pay or lender the same to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or if there be none, evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof, Lessee may pay or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregated portion of the leased premises, the delay rentals and shut in royalties payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and the fallure to pay delay rentals or shut-in royalties on the one segregated portion of the leased premises shall not affect the rights hereunder of the party holding the other segregated portion hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.
- 13. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have 60 days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.
- Lessor shall be entitled, at his sole risk and expense, to 200,000 cubic feet of gas per annum free of cost for use in one domestic dwelling from one producing gas well on said premises, providing that sald well has sufficient pressure for such use. Lessor agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessee shall not be held liable for any accident or damage caused by Lessor's said use of gas, nor shall Lessee be liable for any shortage or failure in supply of gas for said domestic use.
- 15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein premises are situated insofar as the same in any way may affect the purpose for which this lease is made.
- 16. Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the provisions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and
- 17. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having

urisdiction, including restrictions on the drilling and production of wells and the price of oil, gas and itons are prevented or delayed by such laws-rules, repulations or orders, or by inability to obtain equi	
or by other cause not reasonably within Lessee's control, this lease shall not terminate because or s	such prevention or delay, and, at Lessee's option, the period of such prevention of delay,
shall be added to the term hereof.	
IN WITNESS WHEREOF, this instrument is executed on the date first above written.	
WITNESS: 0 / 40	W. 0 0 0
(1). D. Foremax	x Wilma E. Campbell
7 1	Wilma E. Campbell ssn
Jack H. Hotoman	WITHA D. CAMPBELL SSII
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ACKNOWLEDG	MENT
COUNTY OF MUSKINGUM STATE OF OHIO	TIETY V . 1972
W. G. Foreman. Attorney at Law and Notary	Public In and for sa
County, in the State aforesaid, do hereby certify that Wilma E. Campb	OE A GAS PARAGO
	DEPT. DI HINLE
personally known to me to be the same personwhose namesubscribed to the	foregoing instrument, appeared before me this day in person, and acknowledg
personally known to me to be the same person whose name substitute that She signed, sealed and delivered the said instrument as her free and voluntary	act, for the uses and purposes therein set forth, and desired the same to be recorded
ZUTh UCTOBER AD 19	82 Wat law W.S. Firemin
Given under my nand and Seal, Inis Day of My commission for Life as Attorney	, 60 2011
	W. G. Foreman - Notary Public
ACKNOWLED	DOMENT
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COUNTY OFSTATE OF	of the Clerk of the County Commission of Ritchi-
	County W VA NOV 3 1982
County, in the State aforesaid, do hereby certify that	19 0 Oil 5 wichel] M
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personally known to me to be the same person____whose name.___subscribed to the foregoing.

Given under my hand and ______ Seal, this _____ day of _____ A D 19

My commission explies