



1) Date: April 4, 1983  
 2) Operator's Well No. Frymier #1A  
 3) API Well No. 47 - 021 - 4025  
 State County Permit

DRILLING CONTRACTOR:

L. L. Morris Well Service  
Glenville, WV 26351

**STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES, OIL AND GAS DIVISION  
OIL AND GAS WELL PERMIT APPLICATION**

- 4) WELL TYPE: A Oil        / Gas X /  
 B (If "Gas", Production X / Underground storage        / Deep        / Shallow X /)
- 5) LOCATION: Elevation: 792 Watershed: Bull Fork  
 District: Dekalb County: Gilmer Quadrangle: Burnt House 7.5
- 6) WELL OPERATOR Waco Oil & Gas Co., Inc. 11) DESIGNATED AGENT Kenneth Greenlief  
 Address 1297 N. Lewis St. Address 1297 N. Lewis St.  
Glenville, WV 26351 Glenville, WV 26351
- 7) OIL & GAS ROYALTY OWNER Audrey Cunningham et al. 12) COAL OPERATOR None  
 Address Tanner, WV 26179 Address
- 8) SURFACE OWNER Gladys Frymier 13) COAL OWNER(S) WITH DECLARATION ON RECORD:  
 Address Tanner, WV Name None  
 Acreage 30 Address         
 Acreage 30 Name         
 Address
- 9) FIELD SALE (IF MADE) TO: 14) COAL LESSEE WITH DECLARATION ON RECORD:  
 Address Consolidated Gas Name None  
Clarksburg, WV 26301 Address
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED  
 Name Deo Mace Address         
 Address Rt. 1, Box 5  
Sandridge, WV 25274
- 15) PROPOSED WORK: Drill X / Drill deeper        / Redrill        / Fracture or stimulate X /  
 Plug off old formation        / Perforate new formation         
 Other physical change in well (specify)
- 16) GEOLOGICAL TARGET FORMATION, Benson - Elk  
 17) Estimated depth of completed well, 5300 feet  
 18) Approximate water strata depths: Fresh, 80 feet; salt, N/A feet.  
 19) Approximate coal seam depths: None Is coal being mined in the area? Yes        / No X /

20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		
Conductor									Kinds
Fresh water						<u>130</u>	<u>130</u>	<u>BTS</u>	<u>Neat</u>
Coal									Sizes
Intermediate	<u>8 5/8</u>	<u>ERW</u>	<u>20</u>	<u>X</u>		<u>600</u>	<u>600</u>	<u>155 sacks</u>	<u>Neat</u>
Production	<u>4 1/2</u>	<u>J-55</u>	<u>10.5</u>	<u>X</u>			<u>5300</u>	<u>620 sacks</u>	Depths set
Tubing									
Liners									Perforations:
									Top Bottom

- 21) EXTRACTION RIGHTS  
 Check and provide one of the following:  
 Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil or gas.  
 The requirement of Code 22-4-1-(c) (1) through (4). (See reverse side for specifics.)
- 22) ROYALTY PROVISIONS  
 Is the right to extract, produce or market the oil or gas based upon a lease or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil or gas so extracted, produced or marketed? Yes  No   
 If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-60.
- 23) Required Copies (See reverse side.)

24) Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia.

Notary: M. Lynn Chapman Signed: Kenneth Greenlief Kenneth Greenlief  
 My Commission Expires 16 September 1990 Its: Agent

**OFFICE USE ONLY**

Permit number 47-021-4025 **DRILLING PERMIT** Date April 12 1983

This permit covering the well operator and well location shown below is evidence of permission granted to drill in accordance with the pertinent legal requirements subject to the conditions contained herein and on the reverse hereof. **Notification must be given to the District Oil and Gas Inspector.** (Refer to No. 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.)

Permit expires December 12, 1983 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>BB</u>	Agent: <u>77</u>	Plat: <u>      </u>	Casing: <u>      </u>	Fee: <u>759</u>
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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 than 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
- 18) 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).
- 23) 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.

**WAIVER**

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

Date: \_\_\_\_\_, 19\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_



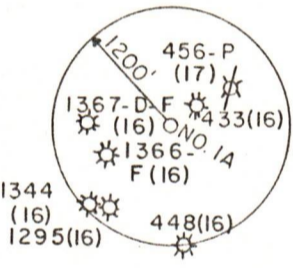
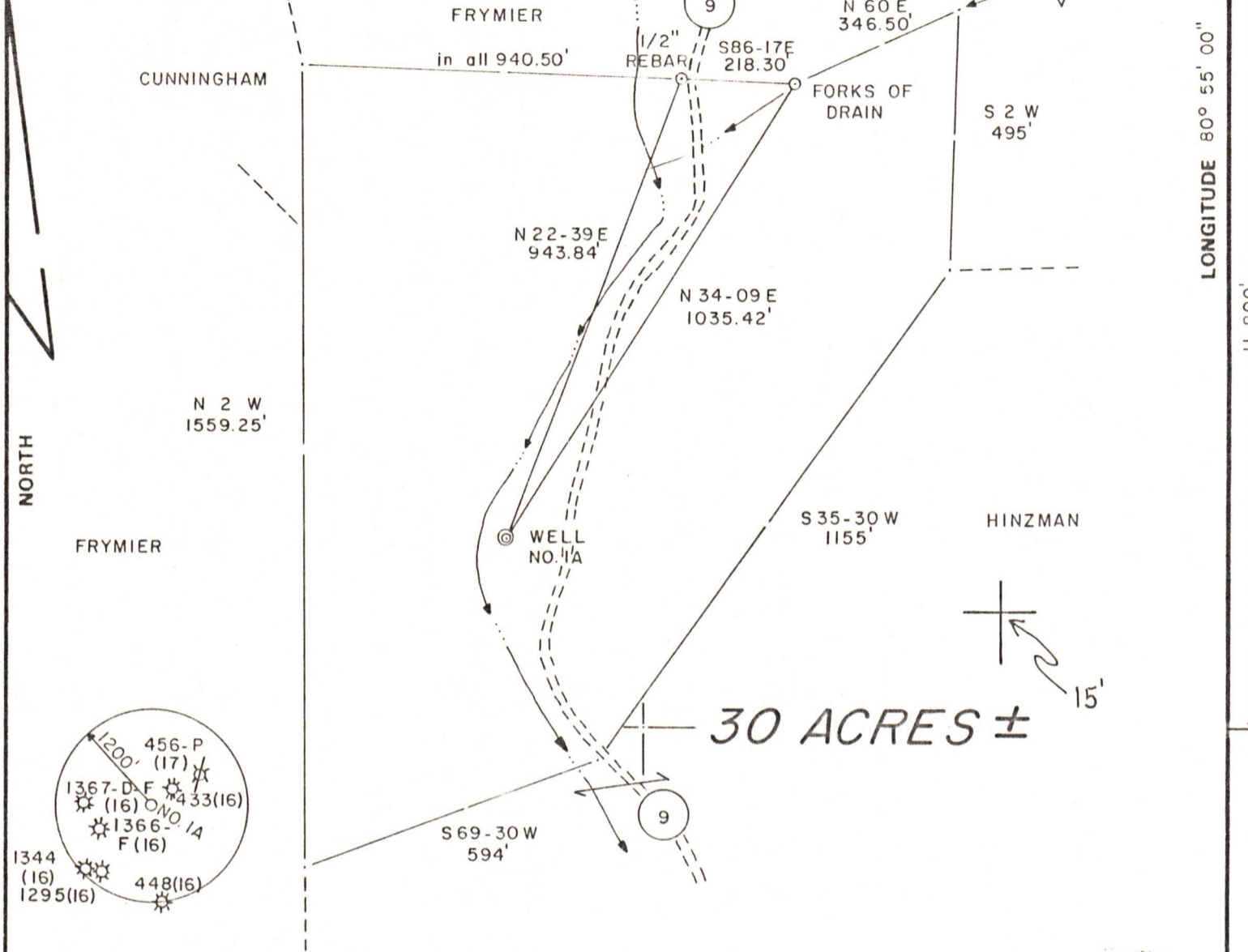
4-11-83

7,480'

LATITUDE 39° 02' 30"

# FRYMIER LEASE

## WELL NO. 1A



FILE NO. 10-33  
 DRAWING NO. \_\_\_\_\_  
 SCALE 1" = 300'  
 MINIMUM DEGREE OF ACCURACY 1 / 200  
 PROVEN SOURCE OF ELEVATION JUNCT. OF ROADS  
 ELEV. 802'

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF MINES.  
 (SIGNED) Gregory A. Smith  
 R.P.E. \_\_\_\_\_ L.L.S. 677

SMITH  
 PLACE SEAL HERE

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



DATE MARCH 2, 19 83  
 OPERATOR'S WELL NO. 1A  
 API WELL NO. \_\_\_\_\_  
47 - 021 - 4025  
 STATE COUNTY PERMIT

STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION

*Cancelled*

WELL TYPE: OIL \_\_\_ GAS X LIQUID INJECTION \_\_\_ WASTE DISPOSAL \_\_\_  
 (IF "GAS,") PRODUCTION X STORAGE \_\_\_ DEEP \_\_\_ SHALLOW X  
 LOCATION: ELEVATION 792' WATER SHED BULL FORK  
 DISTRICT DEKALB COUNTY GILMER  
 QUADRANGLE BURNT HOUSE 7.5'  
 SURFACE OWNER GLADYS FRYMIER ACREAGE 30  
 OIL & GAS ROYALTY OWNER AUDREY CUNNINGHAM, et. al. LEASE ACREAGE 30  
 LEASE NO. \_\_\_\_\_  
 PROPOSED WORK: DRILL X CONVERT \_\_\_ DRILL DEEPER \_\_\_ REDRILL \_\_\_ FRACTURE OR STIMULATE \_\_\_ PLUG OFF OLD FORMATION \_\_\_ PERFORATE NEW FORMATION \_\_\_ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_  
 PLUG AND ABANDON \_\_\_ CLEAN OUT AND REPLUG \_\_\_  
 TARGET FORMATION BENSON-ELK ESTIMATED DEPTH 5300'  
 WELL OPERATOR WACO OIL & GAS, INC. DESIGNATED AGENT KENNY GREENLIEF  
 ADDRESS P.O. BOX 4 ADDRESS P.O. BOX 4  
GLENVILLE, WV 26351 GLENVILLE, WV 26351

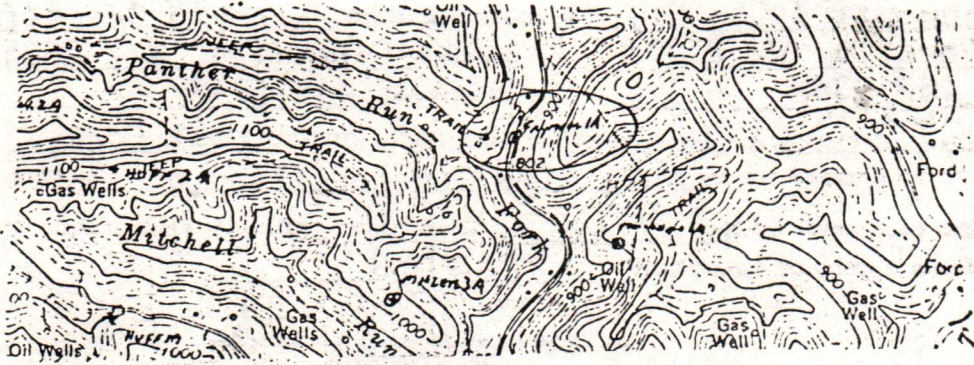
FILE 4025



ATTACH OR PHOTOCOPY SECTION OF  
 INVOLVED TOPOGRAPHIC MAP.  
 QUADRANGLE Burns House 7.5

**LEGEND**

Well Site ⊕  
 Access Road ———



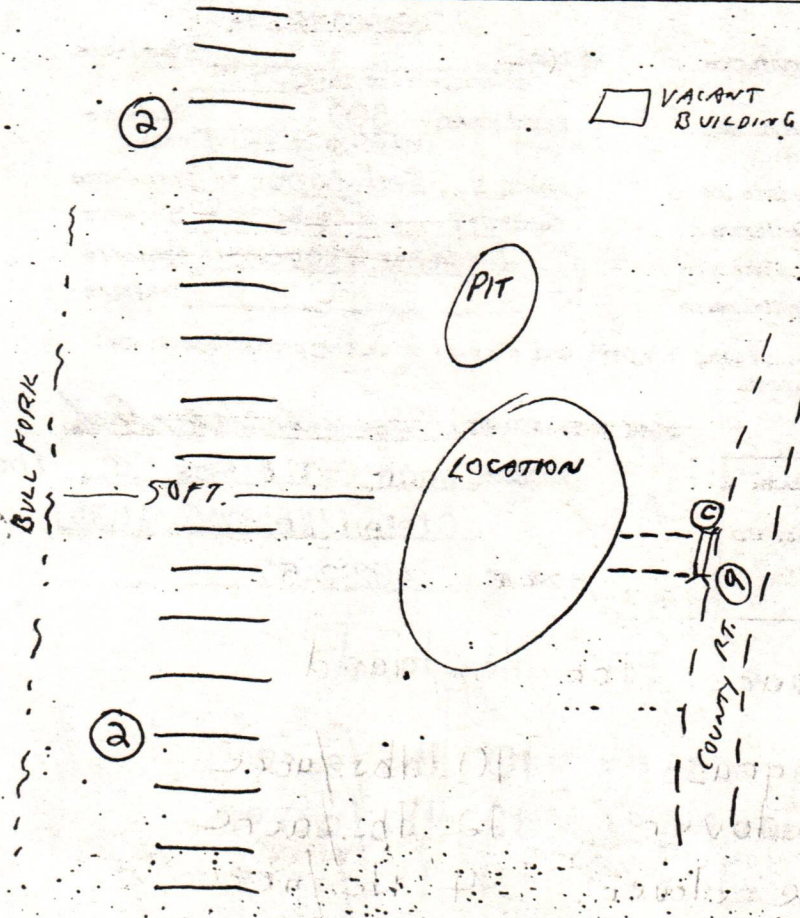
WELL SITE PLAN

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

Land Uses: Pasture  Hayland  Cropland  Woodland

**LEGEND**

Property boundary ————	North Arrow ↗
Road = = = = =	Diversion // // // //
Existing fence — X — X —	Spring ○ →
Planned fence — / — / —	Wet Spot ☼
Stream ~ ~ ~ ~ ~	Building [ ]
Open Ditch —> —> —> —>	Drain pipe —○—>—○—>
Waterway ( —> —> —> )	







DATE MARCH 16, 1983  
WELL NO. FRYMICA # 1A  
API NO. 47 - 021 - 4025

State of West Virginia  
Department of Mines  
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Waco Oil & Gas Co., DESIGNATED AGENT Kenneth Greenlief  
Address Glenville, WV 26351 Address Glenville, WV 26351  
Telephone 462-5347 Telephone 462-5347

LANDOWNER <sup>462-8877</sup> GLADYS FRYMICA-Tanner, WV SOIL CONS. DISTRICT West Fork  
Revegetation to be carried out by Main Line Construction Co. (Agent)

This plan has been reviewed by West Fork SCD. All corrections and additions become a part of this plan: 3/23/83

Kenneth Knight  
(SCD Agent)

RECEIVED  
APR 7 1983

ACCESS ROAD  
Structure Cross Drains (A)  
Spacing None  
Page Ref. Manual 2-4

LOCATION  
Structure Diversion Ditch (1)  
Material Earthen  
Page Ref. Manual 2-12

Structure \_\_\_\_\_ (B)  
Spacing \_\_\_\_\_  
Page Ref. Manual \_\_\_\_\_

Structure Filter Strip (2)  
Material undisturbed natural vegetation  
Page Ref. Manual a-16

Structure CULVERT (15" min. I.D.) (C) Oil & Gas  
Spacing one (according to manual)  
Page Ref. Manual 2-7

Structure \_\_\_\_\_ (3)  
Material \_\_\_\_\_  
Page Ref. Manual \_\_\_\_\_

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

REVEGETATION

Treatment Area I

\* Lime \_\_\_\_\_ Tons/acre  
or correct to pH 6.5  
Fertilizer 500 lbs/acre  
(10-20-20 or equivalent)  
Mulch H. Seed-paper 3/4 Tons/acre  
Seed\* Ky 31 Fescue 35 lbs/acre  
Ladino Clover 5 lbs/acre

Treatment Area II

\* Lime \_\_\_\_\_ Tons/acre  
or correct to pH 6.5  
Fertilizer 500 lbs/acre  
(10-20-20 or equivalent)  
Mulch H. Seed-paper 3/4 Tons/acre  
Seed\* Ky 31 Fescue 35 lbs/acre  
Ladino Clover 5 lbs/acre

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

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

PLAN PREPARED BY Kenneth Greenlief  
ADDRESS Waco Oil & Gas Co., Inc.  
Glenville, WV 26351  
PHONE NO. 462-5347

Seed Mixture For Hayland  
Orchardgrass 10 lbs./acre  
Red clover 12 lbs./acre  
Alsike clover 4 lbs./acre



STATE OF WEST VIRGINIA, COUNTY OF Roane To-wit:  
 I, Stephen E. Holloway  
 a notary public of said county of Roane do certify  
 that Robert E. Wright and Beverly J. Wright  
 his wife, whose names are signed to the writing above bearing date the 25th  
August, A. D. 1982 have this day acknowledged the same before me in my said county.  
 Given under my hand this 25th day of August, A. D. 1982

This instrument prepared by:  
 Stephen E. Holloway  
 Waco Oil & Gas Co., Inc.  
 1297 N. Lewis St.  
 Glenville, WU 26351

*[Signature]*  
 My Commission expires 18 May 1991

STATE OF WEST VIRGINIA, COUNTY OF \_\_\_\_\_ To-wit:  
 I, \_\_\_\_\_  
 a \_\_\_\_\_ of said county of \_\_\_\_\_ do certify  
 that \_\_\_\_\_ and \_\_\_\_\_  
 his wife, whose name \_\_\_\_\_ signed to the writing above bearing date the \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_, A. D. 19\_\_\_\_ ha\_\_\_\_\_ this day acknowledged the same before me in my said county.  
 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_

My Commission expires \_\_\_\_\_

STATE OF WEST VIRGINIA, COUNTY OF \_\_\_\_\_ To-wit:  
 I, \_\_\_\_\_  
 a \_\_\_\_\_ of said county of \_\_\_\_\_ do certify  
 that \_\_\_\_\_ and \_\_\_\_\_  
 his wife, whose name \_\_\_\_\_ signed to the writing above bearing date the \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_, A. D. 19\_\_\_\_ ha\_\_\_\_\_ this day acknowledged the same before me in my said county.  
 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_



**FILED**  
 LOUELLA STALNAKER, CLERK  
 GILMER COUNTY, W. VA.

My Commission expires \_\_\_\_\_

STATE OF WEST VIRGINIA,  
 GILMER COUNTY COMMISSION CLERK'S OFFICE August 26, 1982

The foregoing writing, together with the certificate thereto annexed, was this day admitted to record in said office.

TESTE: Loeuella Stalnaker, CLERK.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 76779

No. _____	FROM	TO	Date _____	Term, Ten Years _____	Number of Acres _____	LOCATION	District _____	County _____	Received for Record _____	Recorded _____	In Book <u>329</u>	Page _____
<p><b>Oil and Gas Lease</b></p>												
<p>CASTO &amp; HARRIS INC., SPENCER, W. VA. 2500-9/8  <i>stove &amp; chimney will pick up</i></p>												



AGREEMENT, made and entered into the 25th day of August 1982 by and between Robert E. Wright and Beverly J. Wright, his wife

County of \_\_\_\_\_ and State of \_\_\_\_\_ part 185 of the first part, hereinafter called Lessors, whether one or more, and Waco Oil and Gas Co., Inc. part of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessors for and in consideration of the sum of \_\_\_\_\_ Dollars to them in hand well and truly paid by the said Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said Lessee, to be paid, kept, and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let with covenants of quiet possession, and that they have the sole right so to grant and demise, unto the said Lessee, its successors and assigns, for the purpose of mining and operating for oil and gas, and of building tanks, stations, power plants, water stations and structures thereon to take care of the said products, and of laying pipe lines on, over and across the leased premises and other lands of Lessors, for the purpose of conveying oil, gas, steam or water therein from and to wells and pipe lines on the premises and on adjoining and adjacent farms, and rights of way for road ways over this and other land of Lessors.

all that certain tract of land situate in Dekalb District Gilmer County and State of West Virginia, on the waters of Bull Fork bounded as follows:

On the North by lands of now or formerly W.B. Wright et al
On the East by lands of now or formerly C.B. Hinzman
On the South by lands of now or formerly C.B. Hinzman et al
On the West by lands of now or formerly Brooks Frymier

Containing thirty (30 ac, 15 ac, 5 ac tracts) (30.0) acres, more or less, reserving, however, therefrom all lands within two hundred feet of the resident buildings now on the premises on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of one year from this date and as long thereafter as oil or gas, or either of them, is produced from the said lands by the said Lessee, its successors and assigns.

In consideration of the premises the said party of the second part, covenants and agrees: 1st-to deliver to the credit of the Lessors, their heirs or assigns, free of cost, in the pipe line to which the Lessee may connect with its wells their proportionate share of the equal one-eighth (1/8) part of all oil produced and saved from the leased premises; and second, to pay their proportionate share of one-eighth (1/8) of the value at the well of the gas from each and every gas well drilled on said premises, the products from which is marketed and used off the premises, said gas to be measured at a meter set on the farm.

The Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by Lessors or their predecessor in title or otherwise. And any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or delivered.

It is agreed by the parties hereto that the Lessee, its successors and assigns, shall have the right to use off the farm for such purposes as it may desire, "Casing Head Gas," (being gas produced from wells on the premises), but if said "casing head gas" or any part thereof should be manufactured into gasoline or other by-products by said company, said Lessors shall receive their proportionate share of one-eighth of the net value at the factory of the gasoline and other by-products so manufactured.

The Lessors may lay a line to any gas well drilled on said land and take gas therefrom free for their own use for heat and light in one dwelling house on said land, out of any surplus gas over and above what Lessee, its successors and assigns, may require to operate the lease, and subject to the use, operation, pumping and right of abandonment of the well by Lessee, its successors and assigns; Lessors are to provide and use economical appliances and to use said gas at their own risk, subject to the reasonable rules and regulations of said Lessee, its successors and assigns, published at such time relating to such use of gas.

Lessee covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And it is agreed that the leased premises may be fully and freely used by the Lessors for farming purposes, excepting such parts as are used by the Lessee in operating hereunder, and further, that the said Lessee may drill or not drill on said land, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privileges.

The said Lessee covenants and agrees to pay a rental at the rate of \$4.00 per acre / per annum annually from this date, until, but not after, a well yielding royalty to the Lessors is drilled on the leased premises, and any rental paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same and all rentals shall cease after the surrender of the lease as hereinafter provided for. All payments for delay, for gas produced and marketed, for gasoline and other by-products may be made direct to the Lessors or be deposited to their credit, or to the credit of their heirs and assigns, in

the \_\_\_\_\_ Bank of \_\_\_\_\_ or by check mailed to Robert E. Wright at P.O. Box 653, Spencer P. O. WV 25276 County, State of West Virginia; such payments may also be made in the same manner to

\_\_\_\_\_ who is hereby appointed agent for the lessors to receive the same.

As part consideration hereof Lessors agree to pay, and Lessees are authorized to deduct from any royalty payment, the Lessors' proportionate part of all the excise, depletion, privilege and/or production tax levied, assessed or charged on or against the oil and/or gas produced from said premises.

It is agreed that the Lessee is to have the privilege of using free sufficient water and gas from the said premises to run all machinery necessary for drilling and operating thereon and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of (\$1.00) One Dollar at any time, by the party of the second part, or by its successors and assigns it or they shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

Lessors agree that the recordation of a deed of surrender in the proper county, and the mailing in the postoffice of a check, payable as above provided, for said last mentioned sum and all amount then due hereunder, shall be a full surrender and termination of this lease.

All provisions, of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

In Witness Whereof, the parties of this agreement have hereunto set their hands and seals the day and year first above written.

Witness:
\_\_\_\_\_ x Robert E. Wright (Seal)
\_\_\_\_\_ x Beverly J. Wright (Seal)
\_\_\_\_\_ (Seal)
\_\_\_\_\_ (Seal)
\_\_\_\_\_ (Seal)



STATE OF WEST VIRGINIA, COUNTY OF Gilmer To-wit:  
 I, Stephen E. Holloway  
 a notary public of said county of Gilmer do certify  
 that G. Bayard Young and Mary Grace Young  
 his wife, whose names are signed to the writing above bearing date the 13th day of  
December, A. D. 1982 has this day acknowledged the same before me in my said county,  
 Given under my hand this 14th day of December A. D. 1982

Prepared by:  
 Stephen E. Holloway  
 Waco Oil & Gas Co., Inc.  
 1297 N. Lewis St.  
 Glenville, WV 26351

Stephen E. Holloway  
 My Commission expires 18 May 1991

STATE OF WEST VIRGINIA, COUNTY OF Gilmer To-wit:  
 I, Stephen E. Holloway  
 a notary public of said county of Gilmer do certify  
 that Mary E. Young and  
 his wife, whose name is signed to the writing above bearing date the 13th day of  
December, A. D. 1982 has this day acknowledged the same before me in my said county,  
 Given under my hand this 14th day of December A. D. 1982

Stephen E. Holloway  
 My Commission expires 18 May 1991

STATE OF WEST VIRGINIA, COUNTY OF Gilmer To-wit:  
 I, Stephen E. Holloway  
 a notary public of said county of Gilmer do certify  
 that Donald B. Young and  
 his wife, whose name is signed to the writing above bearing date the 13th day of  
December, A. D. 1982 has this day acknowledged the same before me in my said county,  
 Given under my hand this 14th day of December A. D. 1982

Stephen E. Holloway  
 My Commission expires 18 May 1991



STATE OF WEST VIRGINIA,  
 GILMER COUNTY COMMISSION CLERK'S OFFICE  
 The foregoing writing, together with the certificate thereto annexed, was this day admitted to record in said office.

TESTE: Louella Stalnakur, CLERK.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO 76779

No.	Oil and Gas Lease	FROM	TO	Date	19 <u>82</u>	Term, Ten Years	Number of Acres	LOCATION	District	County	Received for Record	19 <u>82</u>	Recorded	19 <u>82</u>	In Book	332	Page	72
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CASTO & HARRIS INC., SPENCER, W. VA. 2500-9/80  
 Pick Up Gary or Steve  
 5040-5044



0213019

AGREEMENT, made and entered into the 13th day of December 1932 by and

between G. Bayard Young and Mary Grace Young, his wife; Mary E. Young, single; Donald B. Young, single

County of Gilmer and State of West Virginia

hereinafter called Lessors, whether one or more, and Waco Oil and Gas Co., Inc. part of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessors for and in consideration of the sum of Dollars to them in hand well and truly paid by the said Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said Lessee, to be paid, kept, and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let with covenants of quiet possession, and that they have the sole right so to grant and demise, unto the said Lessee, its successors and assigns, for the purpose of mining and operating for oil and gas, and of building tanks, stations, power plants, water stations and structures thereon to take care of the said products, and of laying pipe lines on, over and across the leased premises and other lands of Lessors, for the purpose of conveying oil, gas, steam or water therein from and to wells and pipe lines on the premises and on adjoining and adjacent farms, and rights of way for road ways over this and other land of Lessors.

all that certain tract of land situate in DeKalb District Gilmer County and State of West Virginia, on the waters of Bull Fork bounded as follows:

On the North by lands of now or formerly W. B. Wright et al
On the East by lands of now or formerly C. B. Hinzman
On the South by lands of now or formerly C. B. Hinzman et al
On the West by lands of now or formerly Brooks Frymier

Containing thirty (30) acres, more or less, reserving, however, therefrom all lands within two hundred feet of the resident buildings now on the premises on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of one year from this date and as long thereafter as oil or gas, or either of them, is produced from the said lands by the said Lessee, its successors and assigns.

In consideration of the premises the said party of the second part, covenants and agrees: 1st-to deliver to the credit of the Lessors, their heirs or assigns, free of cost, in the pipe line to which the Lessee may connect with its wells their

proportionate share of the equal one-eighth (1/8) part of all oil produced and saved from the leased premises; and second, to pay their proportionate share of one-eighth (1/8) of the value at the well of the gas from each and every gas well drilled on said premises, the products from which is marketed and used off the premises, said gas to be measured at a meter set on the farm.

The Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by Lessors or their predecessor in title or otherwise. And any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or delivered.

It is agreed by the parties hereto that the Lessee, its successors and assigns, shall have the right to use off the farm for such purposes as it may desire, "Casing Head Gas," (being gas produced from wells on the premises), but if said "casing head gas" or any part thereof should be manufactured into gasoline or other by-products by said company, said Lessors shall receive their

proportionate share of one-eighth of the net value at the factory of the gasoline and other by-products so manufactured.

The Lessors may lay a line to any gas well drilled on said land and take gas therefrom free for their own use for heat and light in one dwelling house on said land, out of any surplus gas over and above what Lessee, its successors and assigns, may require to operate the lease, and subject to the use, operation, pumping and right of abandonment of the well by Lessee, its successors and assigns; Lessors are to provide and use economical appliances and to use said gas at their own risk, subject to the reasonable rules and regulations of said Lessee, its successors and assigns, published at such time relating to such use of gas.

Lessee covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And it is agreed that the leased premises may be fully and freely used by the Lessors for farming purposes, excepting such parts as are used by the Lessee in operating hereunder, and further, that the said Lessee may drill or not drill on said land, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privileges.

The said Lessee covenants and agrees to pay a rental at the rate of \$4.00 per acre per annum annually (\$40.00) Dollars quarterly in advance, beginning immediately

from this date, until, but not after, a well yielding royalty to the Lessors is drilled on the leased premises, and any rental paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same and all rentals shall cease after the surrender of the lease as hereinafter provided for. All payments for delay, for gas produced and marketed, for gasoline and other by-products may be made direct to the Lessors or be deposited to their credit, or to the credit of their heirs and assigns, in

the Bank of the or by check mailed to at

616 Mineral Rd. P. O. Glenville, WV 26351 County,

State of West Virginia; such payments may also be made in the same manner to G. Bayard Young who is hereby appointed agent for the lessors to receive the same.

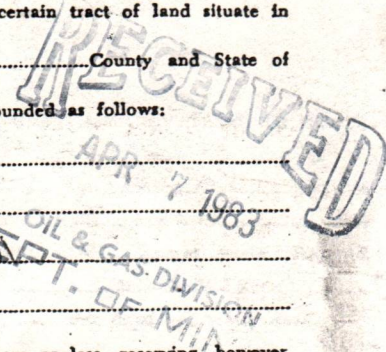
As part consideration hereof Lessors agree to pay, and Lessees are authorized to deduct from any royalty payment, the Lessors' proportionate part of all the excise, depletion, privilege and/or production tax levied, assessed or charged on or against the oil and/or gas produced from said premises.

It is agreed that the Lessee is to have the privilege of using free sufficient water and gas from the said premises to run all machinery necessary for drilling and operating thereon and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of (\$1.00) One Dollar at any time, by the party of the second part, or by its successors and assigns it or they shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

Lessors agree that the recordation of a deed of surrender in the proper county, and the mailing in the postoffice of a check, payable as above provided, for said last mentioned sum and all amount then due hereunder, shall be a full surrender and termination of this lease.

All provisions, of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. In Witness Whereof, the parties of this agreement have hereunto set their hands and seals the day and year first above written.

Witness: G. Bayard Young (Seal) Mary Grace Young (Seal) Mary E. Young (Seal) Donald B. Young (Seal)





STATE OF WEST VIRGINIA, COUNTY OF Gilmer To-wit:  
 I, Stephen E. Holloway  
 a notary public of said county of Gilmer do certify  
 that Audrey Cunningham and \_\_\_\_\_  
 his wife, whose name is \_\_\_\_\_ signed to the writing above bearing date the 6th day of  
December, A. D. 1982 ha. S. this day acknowledged the same before me in my said county,  
 Given under my hand this 6th day of December, A. D. 1982.

Prepared by:  
 Stephen E. Holloway  
 Waco Oil & Gas Co., Inc.  
 1297 N. Lewis St.  
 Glenville, WV 26351

*[Signature]*  
 My Commission expires 18 May 1991

STATE OF WEST VIRGINIA, COUNTY OF \_\_\_\_\_ To-wit:  
 I, \_\_\_\_\_  
 a \_\_\_\_\_ of said county of \_\_\_\_\_ do certify  
 that \_\_\_\_\_ and \_\_\_\_\_  
 his wife, whose name \_\_\_\_\_ signed to the writing above bearing date the \_\_\_\_\_ day of  
 \_\_\_\_\_, A. D. 19\_\_\_\_ ha. \_\_\_\_\_ this day acknowledged the same before me in my said county.  
 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_  
 My Commission expires \_\_\_\_\_

STATE OF WEST VIRGINIA, COUNTY OF \_\_\_\_\_ To-wit:  
 I, \_\_\_\_\_  
 a \_\_\_\_\_ of said county of \_\_\_\_\_ do certify  
 that \_\_\_\_\_ and \_\_\_\_\_  
 his wife, whose name \_\_\_\_\_ signed to the writing above bearing date the \_\_\_\_\_ day of  
 \_\_\_\_\_, A. D. 19\_\_\_\_ ha. \_\_\_\_\_ this day acknowledged the same before me in my said county.  
 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_  
 My Commission expires \_\_\_\_\_



FILED  
 LOUELLA STALNAKER, Clerk  
 GILMER COUNTY, W. VA.

STATE OF WEST VIRGINIA,  
 GILMER COUNTY COMMISSION CLERK'S OFFICE December 7, 1982

The foregoing writing, together with the certificate thereto annexed, was this day admitted to record in said office.

TESTE: LoUElla StalnakEr CLERK.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO 76779

No. _____	FROM _____	TO _____	Date _____, 19____
Oil and Gas Lease			
Term, Ten Years _____	Number of Acres _____	LOCATION _____	
District _____	County _____	Received for Record _____, 19____	
		Recorded _____, 19____	
		In Book <u>330</u> Page <u>686</u>	

CASTO & HARRIS INC., SPENCER, W. VA. 2500-9/80

*Steve Holloway*

4953-4962



710: 4953

AGREEMENT, made and entered into the 6th day of December 1982 by and between Audrey Cunningham, widow

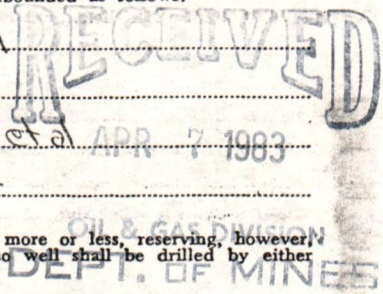
County of Gilmer and State of West Virginia part y of the first part,

hereinafter called Lessors, whether one or more, and Waco Oil and Gas Co., Inc. part of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessors for and in consideration of the sum of ONE Dollars to them in hand well and truly paid by the said Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said Lessee, to be paid, kept, and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let with covenants of quiet possession, and that they have the sole right so to grant and demise, unto the said Lessee, its successors and assigns, for the purpose of mining and operating for oil and gas, and of building tanks, stations, power plants, water stations and structures thereon to take care of the said products, and of laying pipe lines on, over and across the leased premises and other lands of Lessors, for the purpose of conveying oil, gas, steam or water therein from and to wells and pipe lines on the premises and on adjoining and adjacent farms, and rights of way for road ways over this and other land of Lessors.

all that certain tract of land situate in DeKalb District Gilmer County and State of West Virginia, on the waters of Bull Fork bounded as follows:

On the North by lands of now or formerly W.B. Wright et al
On the East by lands of now or formerly C.B. Hinzman
On the South by lands of now or formerly C.B. Hinzman et al
On the West by lands of now or formerly Brooks Farmer



Containing thirty (30) acres, more or less, reserving, however, therefrom all lands within two hundred feet of the resident buildings now on the premises on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of three years from this date and as long thereafter as oil or gas, or either of them, is produced from the said lands by the said Lessee, its successors and assigns.

In consideration of the premises the said party of the second part, covenants and agrees: 1st-to deliver to the credit of the Lessors, their heirs or assigns, free of cost, in the pipe line to which the Lessee may connect with its wells her

proportionate share of the equal one-eighth (1/8) part of all oil produced and saved from the leased premises; and second, to pay her proportionate share of one-eighth (1/8) of the value at the well of the gas from each and every gas well drilled on said premises, the products from which is marketed and used off the premises, said gas to be measured at a meter set on the farm.

The Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by Lessors or their predecessor in title or otherwise. And any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or delivered.

It is agreed by the parties hereto that the Lessee, its successors and assigns, shall have the right to use off the farm for such purposes as it may desire, "Casing Head Gas," (being gas produced from wells on the premises), but if said "casing head gas" or any part thereof should be manufactured into gasoline or other by-products by said company, said Lessors shall receive her

proportionate share of one-eighth of the net value at the factory of the gasoline and other by-products so manufactured.

The Lessors may lay a line to any gas well drilled on said land and take gas therefrom free for their own use for heat and light in one dwelling house on said land, out of any surplus gas over and above what Lessee, its successors and assigns, may require to operate the lease, and subject to the use, operation, pumping and right of abandonment of the well by Lessee, its successors and assigns; Lessors are to provide and use economical appliances and to use said gas at their own risk, subject to the reasonable rules and regulations of said Lessee, its successors and assigns, published at such time relating to such use of gas.

Lessee covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And it is agreed that the leased premises may be fully and freely used by the Lessors for farming purposes, excepting such parts as are used by the Lessee in operating hereunder, and further, that the said Lessee may drill or not drill on said land, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privileges.

The said Lessee covenants and agrees to pay a rental at the rate of \$4.00 per acre / per annum annually

(\$40.00) Dollars quarterly in advance, beginning immediately months from this date, until, but not after, a well yielding royalty to the Lessors is drilled on the leased premises, and any rental paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same and all rentals shall cease after the surrender of the lease as hereinafter provided for. All payments for delay, for gas produced and marketed, for gasoline and other by-products may be made direct to the Lessors or be deposited to their credit, or to the credit of their heirs and assigns, in

the Bank of or by check mailed to Audrey Cunningham at

Box 97, Tanner P. O. County, State of West Virginia; such payments may also be made in the same manner to

who is hereby appointed agent for the lessors to receive the same.

As part consideration hereof Lessors agree to pay, and Lessees are authorized to deduct from any royalty payment, the Lessors' proportionate part of all the excise, depletion, privilege and/or production tax levied, assessed or charged on or against the oil and/or gas produced from said premises.

It is agreed that the Lessee is to have the privilege of using free sufficient water and gas from the said premises to run all machinery necessary for drilling and operating thereon and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of (\$1.00) One Dollar at any time, by the party of the second part, or by its successors and assigns it or they shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

Lessors agree that the recordation of a deed of surrender in the proper county, and the mailing in the postoffice of a check, payable as above provided, for said last mentioned sum and all amount then due hereunder, shall be a full surrender and termination of this lease.

All provisions, of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

In Witness Whereof, the parties of this agreement have hereunto set their hands and seals the day and year first above written.

Witness: Audrey Cunningham (Seal)



STATE OF WEST VIRGINIA, COUNTY OF Jefferson To-wit:

I, DONNA J. BARNES  
Notary Public of said county of Jefferson do certify  
that Maynard F. Young and Rosemary C. Young  
his wife, whose names are, signed to the writing above bearing date the 15th  
December, A. D. 1982 have this day acknowledged the same before me in my said county,  
Given under my hand this 15th day of December, A. D. 1982

Donna J. Barnes  
Notary Public

My Commission expires July 28, 1985

Prepared by:  
Stephen E. Holloway  
Wood Oil & Gas Co., Inc.  
1297 W. Lewis St.  
Glenville, WV 26357

STATE OF WEST VIRGINIA, COUNTY OF \_\_\_\_\_ To-wit:

I, \_\_\_\_\_  
of said county of \_\_\_\_\_ do certify  
that \_\_\_\_\_ and \_\_\_\_\_  
his wife, whose name \_\_\_\_\_ signed to the writing above bearing date the \_\_\_\_\_ day of  
\_\_\_\_\_, A. D. 19\_\_\_\_ ha\_\_\_\_\_ this day acknowledged the same before me in my said county.  
Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_

My Commission expires \_\_\_\_\_

STATE OF WEST VIRGINIA, COUNTY OF \_\_\_\_\_ To-wit:

I, \_\_\_\_\_  
of said county of \_\_\_\_\_ do certify  
that \_\_\_\_\_ and \_\_\_\_\_  
his wife, whose name \_\_\_\_\_ signed to the writing above bearing date the \_\_\_\_\_ day of  
\_\_\_\_\_, A. D. 19\_\_\_\_ ha\_\_\_\_\_ this day acknowledged the same before me in my said county.  
Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_



FILED  
LOUELLA STALNAKER, Clerk  
GILMER COUNTY, W. VA.

My Commission expires \_\_\_\_\_

STATE OF WEST VIRGINIA,  
GILMER COUNTY COMMISSION CLERK'S OFFICE December 21, 1972

The foregoing writing, together with the certificate thereto annexed, was this day admitted to record in  
said office.

TESTE: Louella Stalnakar, CLERK.

No. _____	FROM	TO	Date _____ 19____	Term, Ten Years _____	Number of Acres _____	LOCATION	Received for Record _____ 19____	Recorded _____ 19____	In Book <u>332</u> Page <u>74</u>
<b>Oil and Gas Lease</b>									



AGREEMENT, made and entered into the 15th day of December 1982 by and between Maynard F. Young and Rosemary C. Young, his wife,

County of \_\_\_\_\_ and State of West Virginia part ies of the first part,

hereinafter called Lessors, whether one or more, and Waco Oil and Gas Co., Inc part of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessors for and in consideration of the sum of one Dollars to them in hand well and truly paid by the said Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said Lessee, to be paid, kept, and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let with covenants of quiet possession, and that they have the sole right so to grant and demise, unto the said Lessee, its successors and assigns, for the purpose of mining and operating for oil and gas, and of building tanks, stations, power plants, water stations and structures thereon to take care of the said products, and of laying pipe lines on, over and across the leased premises and other lands of Lessors, for the purpose of conveying oil, gas, steam or water therein from and to wells and pipe lines on the premises and on adjoining and adjacent farms, and rights of way for road ways over this and other land of Lessors.

all that certain tract of land situate in DeKalb District Gilmer County and State of

West Virginia, on the waters of Bull Fork bounded as follows:

On the North by lands of now or formerly W.B. Wright et al

On the East by lands of now or formerly C. B. Hinzman

On the South by lands of now or formerly C. B. Hinzman et al

On the West by lands of now or formerly Brooks Frymier

Containing thirty (10 ac, 15 ac, 5 ac tracts) (30.0) acres, more or less, reserving, however, therefrom all lands within two hundred feet of the resident buildings now on the premises on which no well shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of one years from this date and as long thereafter as oil or gas, or either of them, is produced from the said lands by the said Lessee, its successors and assigns.

In consideration of the premises the said party of the second part, covenants and agrees: 1st—to deliver to the credit of the Lessors, their heirs or assigns, free of cost, in the pipe line to which the Lessee may connect with its wells their

proportionate share of the equal one-eight (1/8) part of all oil produced

and saved from the leased premises; and second, to pay their proportionate share of one-eight (1/8) of the value at the well of the gas from each and every gas well drilled on said premises, the products from which is marketed and used off the premises, said gas to be measured at a meter set on the farm.

The Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by Lessors or their predecessor in title or otherwise. And any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or delivered.

It is agreed by the parties hereto that the Lessee, its successors and assigns, shall have the right to use off the farm for such purposes as it may desire, "Casing Head Gas," (being gas produced from wells on the premises), but if said "casing head gas" or any part thereof should be manufactured into gasoline or other by-products by said company, said Lessors shall receive their

proportionate share of one-eighth of the net value at the factory of the gasoline and other by-products so manufactured.

The Lessors may lay a line to any gas well drilled on said land and take gas therefrom free for their own use for heat and light in one dwelling house on said land, out of any surplus gas over and above what Lessee, its successors and assigns, may require to operate the lease, and subject to the use, operation, pumping and right of abandonment of the well by Lessee, its successors and assigns; Lessors are to provide and use economical appliances and to use said gas at their own risk, subject to the reasonable rules and regulations of said Lessee, its successors and assigns, published at such time relating to such use of gas.

Lessee covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And it is agreed that the leased premises may be fully and freely used by the Lessors for farming purposes, excepting such parts as are used by the Lessee in operating hereunder, and further, that the said Lessee may drill or not drill on said land, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privileges.

The said Lessee covenants and agrees to pay a rental at the rate of \$400 per acre / per annum annually

(\$ \_\_\_\_\_) Dollars quarterly in advance, beginning in mediately months from this date, until, but not after, a well yielding royalty to the Lessors is drilled on the leased premises, and any rental paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same and all rentals shall cease after the surrender of the lease as hereinafter provided for. All payments for delay, for gas produced and marketed, for gasoline and other by-products may be made direct to the Lessors or be deposited to their credit, or to the credit of their heirs and assigns, in

the \_\_\_\_\_, Bank of \_\_\_\_\_ or by check mailed to \_\_\_\_\_ at \_\_\_\_\_

P. O. \_\_\_\_\_ County, State of West Virginia; such payments may also be made in the same manner to \_\_\_\_\_ who is hereby appointed agent for the lessors to receive the same.

As part consideration hereof Lessors agree to pay, and Lessees are authorized to deduct from any royalty payment, the Lessors' proportionate part of all the excise, depletion, ~~privilege~~ and/or production tax levied, assessed or charged on or against the oil and/or gas produced from said premises.

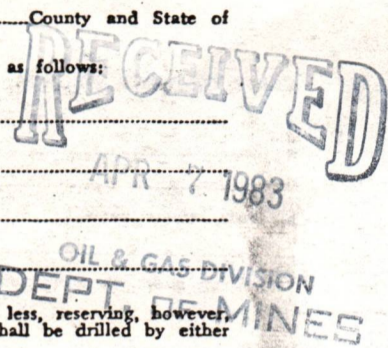
It is agreed that the Lessee is to have the privilege of using free sufficient water and gas from the said premises to run all machinery necessary for drilling and operating thereon and at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of (\$1.00) One Dollar at any time, by the party of the second part, or by its successors and assigns it or they shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease become absolutely null and void.

Lessors agree that the recordation of a deed of surrender in the proper county, and the mailing in the postoffice of a check, payable as above provided, for said last mentioned sum and all amount then due hereunder, shall be a full surrender and termination of this lease.

All provisions, of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

In Witness Whereof, the parties of this agreement have hereunto set their hands and seals the day and year first above written.

Witness: [Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
Maynard F. Young (Seal)  
Rosemary C. Young (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







RECEIVED  
APR 11 1984  
OIL & GAS DIVISION  
DEPT. OF MINES

State of West Virginia

Department of Mines

Charleston 25305

April 4, 1984

JOHN D. ROCKEFELLER, IV.  
Governor

WALTER N. MILLER  
Director

Waco Oil & Gas Co., Inc.  
1297 N. Lewis Street  
Glenville, West Virginia 26351

In Re: Permit No. 021-4025  
Farm: Gladys Frymier  
Well No: 1A  
District: Dekalb  
County: Gilmer  
Issued 4-12-83

Gentlemen:

Please send an original and two copies of the completion drilling record for the above described well location. This record must be submitted before we can request the district inspector to make a "Final Inspection".

Administrative Regulations - Rule 16.02 Filing of Well Record and Related Forms.  
(a) Within 90 days after the completion of permitted work, three copies of Form IV-35, "Well Operator's Report of Drilling, Fracturing and/or Stimulating or Physical Change", containing the geological information required by Code 22-4-8b in the form specified . . . . . shall be filed with the Administrator, Office of Oil & Gas-Dept. Mines.

Sincerely,

Theodore M. Streit  
Administrator-Oil & Gas

*This well was not drilled.*

IF WELL WAS NEVER DRILLED, PLEASE ADVISE.



DEPT. OF MINES  
OIL & GAS DIVISION

RECEIVED

Office of the  
Director  
1000 Louisiana Street  
Houston, Texas

THIS COPY WAS NEVER PRINTED IN EARLY EDITIONS



STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES  
OIL AND GAS DIVISION  
FINAL INSPECTION REQUEST  
INSPECTOR'S COMPLIANCE REPORT

**RECEIVED**  
JAN 3 - 1985  
OIL & GAS DIVISION  
**DEPT. OF MINES**

Permit No. 021-4025 County Gilmer  
Company Waco Oil & Gas Co., Inc. Farm Gladys Frymier  
Inspector Deo Mace Well No. 1A  
Date April 12, 1984

RULE	DESCRIPTION	IN COMPLIANCE	
		Yes	No
23.06	Notification Prior to starting Work	_____	_____
25.04	Prepared before Drilling to prevent waste	_____	_____
25.03	High-Pressure Drilling	_____	_____
16.01	Required Permits at wellsite	_____	_____
15.03	Adequate Fresh Water Casing	_____	_____
15.02	Adequate Coal Casing	_____	_____
15.01	Adequate Production Casing	_____	_____
15.04	Adequate Cement Strength	_____	_____
23.02	Maintained Access Roads	_____	_____
25.01	Necessary Equipment to prevent Waste	_____	_____
23.03	Reclaimed Drilling Site	_____	_____
23.04	Reclaimed Drilling Pits	_____	_____
23.05	No surface or underground Pollution	_____	_____
7.03	Identification Markings	_____	_____

COMMENTS: Please issue final on cancellation if location is okay.  
Permit has expired and company says well was not drilled.  
\_\_\_\_\_  
\_\_\_\_\_

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

SIGNED: Deo Mace  
DATE: 12-28-84



RECEIVED

JAN 3 - 1985

U.S. DEPARTMENT OF

DEPT. OF MINES

*[Faint handwritten text]*





State of West Virginia

Department of Mines  
Oil and Gas Division

Charleston 25305  
January 23, 1985

THEODORE M. STREIT  
ADMINISTRATOR

BARTON B. LAY, JR.  
DEPUTY DIRECTOR

Waco Oil & Gas Company  
1297 N. Lewis Street  
Glenville, WVa. 26351  
Attn: Kenneth Greenleaf

In Re: Permit No: 021-4025  
Farm: Gladys Frymier  
Well No: 1A  
District: DeKalb  
County: Gilmer  
Issued: 4-.2-83

Gentlemen:

The FINAL INSPECTION REPORT for the above captioned well has been received in this office. Only the column checked below applies:

XXXXX The well designated by the above captioned permit number has been released under your Blanket Bond. (PERMIT CANCELLED - NEVER DRILLED)

Please return the enclosed cancelled single bond which covered the well designated by the above permit number to the surety company who executed said bond in your behalf, in order that they may give you credit on their records.

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

Very truly yours,

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