



1) Date: November 2, 19 82
 2) Operator's Well No. Swadley #4
 3) API Well No. 47 085 5982
 State 085 County 5982 Permit

DRILLING CONTRACTOR:

Clint Hurt

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

Edens Fork, WV

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil / Gas
 B (If "Gas", Production / Underground storage / Deep / Shallow)
- 5) LOCATION: Elevation: 902.78' Watershed: Indian Creek
 District: Murphy County: Ritchie Quadrangle: Harrisville 7.5
- 6) WELL OPERATOR Wayman W. Buchanan 11) DESIGNATED AGENT Jim P. Morris
 Address 444 Petroleum Commerce Bldg. Address 401 Peoples Building
San Antonio, Texas 78205 Charleston, WV 25301
- 7) OIL & GAS ROYALTY OWNER Claude W. Swadley, etal 12) COAL OPERATOR None
 Address Rt. 1 Address _____
Harrisville, WV 26362
 Acreage 5.5
- 8) SURFACE OWNER Same as above 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
 Address _____ Name _____
 Address _____ Name _____
 Address _____ Name _____
- 9) FIELD SALE (IF MADE) TO:
 Address _____
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED
 Name Samuel N. Hersman
 Address P. O. Box 66
Smithville, WV 26178
- 14) COAL LESSEE WITH DECLARATION ON RECORD:
 Name _____ Address _____
- 15) PROPOSED WORK: Drill / Drill deeper / Redrill / Fracture or stimulate
 Plug off old formation / Perforate new formation
 Other physical change in well (specify) _____
- 16) GEOLOGICAL TARGET FORMATION, Devonian Shale
- 17) Estimated depth of completed well, 4800 feet
- 18) Approximate water strata depths: Fresh, 200 feet; salt, 2050 feet.
- 19) Approximate coal seam depths: None Is coal being mined in the area? Yes / No

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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	9 5/8			X			350	Circ.	Kinds
Fresh water									
Coal									Sizes
Intermediate	7			X			2250	Circ.	
Production	4 1/2			X			4800	480 sks.	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: Vicky R. Burdette
 My Commission Expires 12-1-90

Signed: J. P. Morris
 Its: Designated Agent

OFFICE USE ONLY

DRILLING PERMIT

Permit number 47-085-5982 Date November 5 1982
05/03/2024

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 July 5, 1983

unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>Blanket</u>	Agent: <u>OK</u>	Plat: <u>My My</u>	Casing	Fee <u>1799</u>
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[Signature]
 Administrator, Office of Oil and Gas

NOTE: Keep one copy of this permit posted at the drilling location.

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

05/03/2024

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 _____



DATE October 29, 1982

WELL NO. Swadley No. 4

API NO. 47-085-5982
(Relocation)

State of West Virginia
Department of Mines
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Wayman Buchanan
Address San Antonio, Texas
Telephone 512-223-3897

DESIGNATED AGENT Jim P. Morris
Address Charleston, WV
Telephone 345-6631

LANDOWNER Claude and Alyde Swadley
Revegetation to be carried out by Unknown Contractor

SOIL CONS. DISTRICT Little Kanawha
(Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 11-2-82

Jarrett Newton
(SCD Agent)

ACCESS ROAD	LOCATION
Structure <u>Drainage Ditch</u> (A)	Structure <u>Diversion Ditch</u> (1)
Spacing _____	Material <u>Earthen</u>
Page Ref. Manual <u>2:12</u>	Page Ref. Manual <u>2:12</u>
Structure <u>Culvert</u> (B)	Structure _____ (2)
Spacing <u>12" Min-30" Max I. D.</u>	Material <u>Straw</u>
Page Ref. Manual <u>2:7 & 2:8</u>	Page Ref. Manual <u>3:6 & 3:7</u>
Structure <u>Cross Drains</u> (C)	Structure _____ (3)
Spacing <u>135'-400'</u>	Material _____
Page Ref. Manual <u>2:1 & 2:4</u>	Page Ref. Manual _____

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

REVEGETATION

Treatment Area I

Lime 3 Tons/acre
or correct to pH 6-5

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

Mulch Hay 2 Tons/acre

Seed* Kentucky 31 Fescue 45 lbs/acre
Crown Vetch lbs/acre
_____ lbs/acre

Treatment Area II

Lime 3 Tons/acre
or correct to pH 6-5

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

Mulch Hay 2 Tons/acre

Seed* Kentucky 31 Fescue 45 lbs/acre
Ladino Clover 5 lbs/acre
_____ lbs/acre

*Inoculate all legumes such as vetch, trefoil and clovers with the proper bacterium. Inoculate with 3X recommended amount. 05/03/2024

PLAN PREPARED BY Olin Shockey

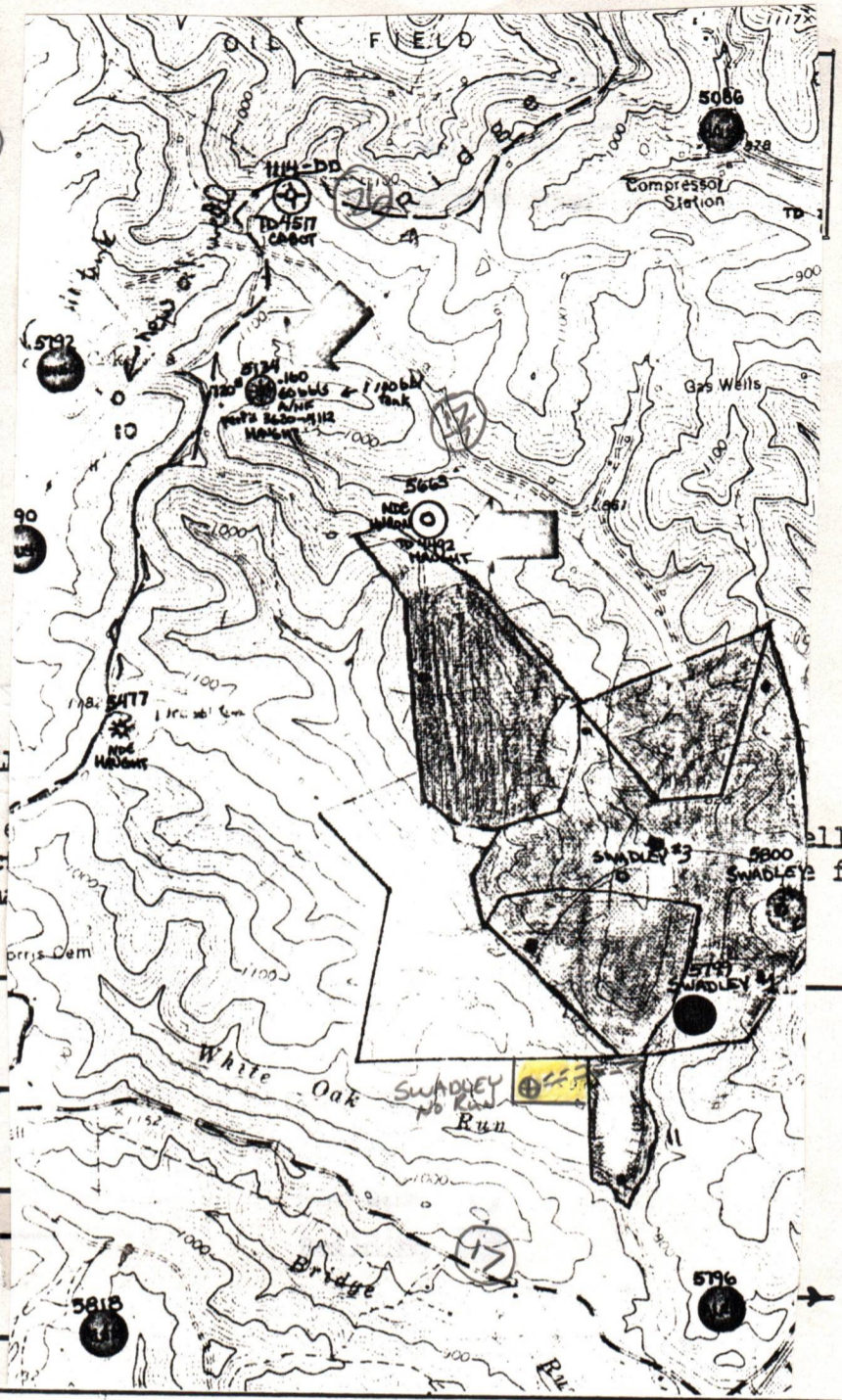
ADDRESS Rt. 1, Box 139-B

Ravenswood, WV 26164
304-273-2246

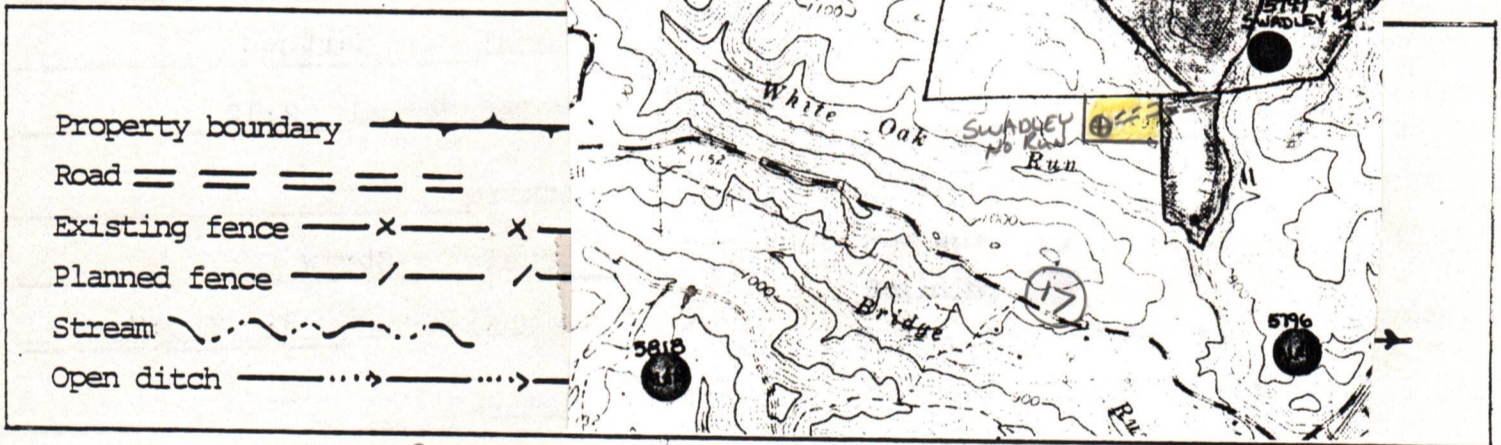
PHONE NO. _____

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

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE HARRISVILLE (7.5')

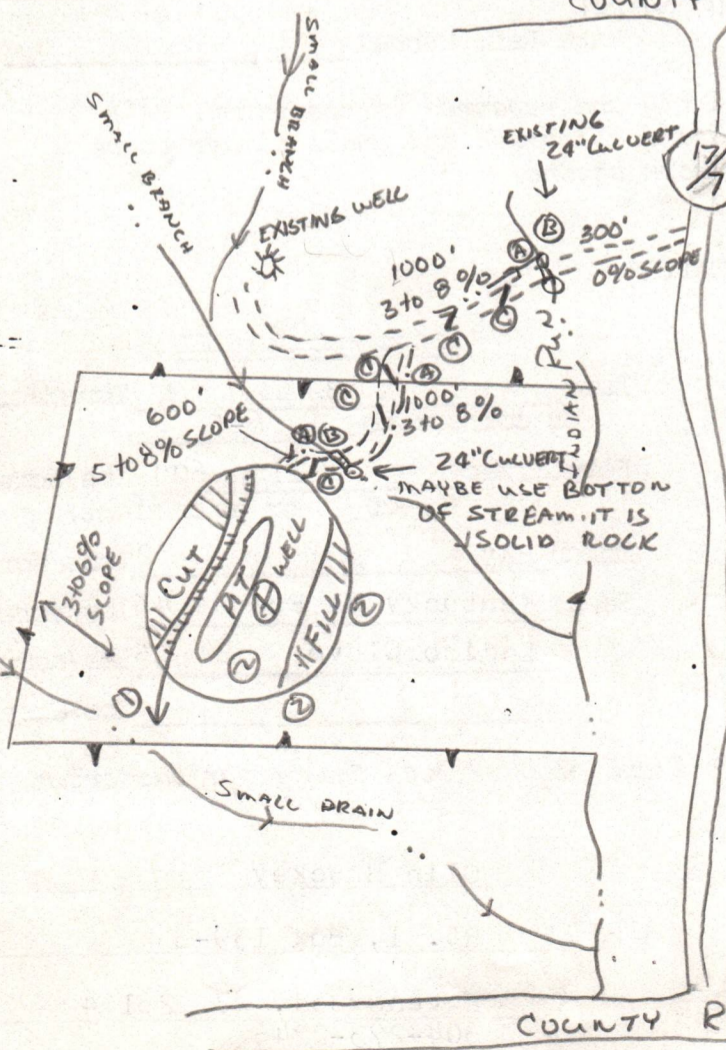


Sketch to include well location, drilling pits and necessary structures. Include all necessary part of this plan.



* CORELEYES OIL RIDGE COUNTY Rd. (26) 4 miles TO STATE ROUTE 31

1. Location is on a 3 to 6% slope of the hill on a bench, now grown up into brush.
2. Size of location 125X175'.
3. All timber will be cut and stacked according to land owners wishes.
4. Access road will have side slopes and cross drains.
5. Reclamation will be done 6 mos after well is completed.



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TO WASH BARS 2 miles

COUNTY Rd (17)

Oil and Gas Lease

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Agreement

Made and entered into the 10 day of July A.D., 1982 by and between

Claude W. Swadley, single
Clyde W. Swadley, single

Rt1, Harrisville, WV 26362

OIL & GAS DIVISION
DEPT. OF MINES

parties of the first 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 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

Murphy County of Richie State of West Virginia and on the

waters of Spruce and Indian Creek and described as follows:

All of the following deeds are of Record in the Office of the County Clerk of Wirt, Co., W.V.;
MAP # 5 PARCELS # 11 & 12 & 13 & 14 & 15 & 16 & 17 & 18 & 19 & 20
268.25 acres, more or less, being more fully described as follows:

- First # Deed dated August 12, 1963, from Bina Harold Dulaney, widow, to C. W. Swadley, recorded in Deed Book 146, Page 412;
- Second # Deed dated August 14, 1965, from W. R. Baker and Mary F. Baker, his wife, to C. W. Swadley, recorded in Deed Book 152, Page 355;
- Third # Deed dated August 19, 1965, from Hazel Hardbarger, widow, to C. W. Swadley, recorded in Deed Book 152, Page 343;
- Fourth # Deed dated March 22, 1969, from Ida J. Swadley, widow to Claude W. and Clyde W. Swadley, recorded in Deed Book 162, Page 189;

and bounded substantially by lands now or formerly owned as follows:
On the North by Rexroad & Tharp On the East by W.V. Pulp & Paper
On the South by R. Foster On the West by Swadley

containing 268.25 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 owned 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 oil. 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 1 years 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.

4. 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 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 land in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land so as to 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 under 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 allowable, 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 portion of leased premises included in any such pooling or repooling such proportion of the actual production from all lands so pooled or repooled as such portion of leased premises computed on an acreage 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 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 Lessee 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 leased premises which is included in the pool 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 saved 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-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 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 diligence 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 \$ 30.00 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. Failure to pay or error in paying any rental or other payment due hereunder shall not constitute 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 failed 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 (or any other bank which may, as hereinafter provided have been designated as depository) should fail or liquidate or for any reason refuse or fail 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 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 Lessor's agent

05/03/2024

8. If prior to discovery and production of oil or gas on the leased premises or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon or if after discovery and production of 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 within 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 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 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. 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 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 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.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESS:

Claude W. Swadley

CLAUDE W. SWADLEY SSN# 235-20-2287
Clyde W. Swadley

CLYDE W. SWADLEY SSN# 233-26-1035

ACKNOWLEDGMENT

COUNTY OF Richie STATE OF West Virginia
I, Michael R. Elliott In and for said
County, in the State aforesaid, do hereby certify that Claude W. Swadley, single and Clyde W. Swadley, single

personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, and desired the same to be recorded as such.

Given under my hand and Notary Seal, this 10 day of July A.D. 19 82
My commission expires October 19, 1991

Michael R. Elliott

(Seal)
Notary Public
Richie County, West Virginia

Filed and admitted to record in the office of the Clerk of the County Commission 05/03/2024

COUNTY OF _____ STATE OF _____
I, _____ In and for said
County, in the State aforesaid, do hereby certify that _____
19 _____ at _____ o'clock _____ P M

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act _____ and purposes therein set forth, and desired the same to be recorded as such.

Given under my hand and _____ Seal, this _____ day of _____ A.D. 19 _____
My commission expires _____

Recorded in lease
_____ 146 _____ 284
Testes: *Kynda B. Magee*

Clerk

(Seal)

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

05/03/2024

(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 Assignment 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 8th day of July, 1982.

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

MORRIS EXPLORATION COMPANY
a corporation,

By: Jim P. Morris
Jim P. Morris
President

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 24th day of August, 1982, by Jim P. Morris, President of MORRIS EXPLORATION COMPANY, a corporation.

My Commission Expires: December 1, 1990

Vicky R. Burdette
NOTARY PUBLIC



"Attached to and made a part of Assignment of Oil and Gas Leases dated July 8, 1982, by and between Morris Exploration Company, as Assignor, and Wayman W. Buchanan, as Assignee."

LEASE NUMBER	LESSOR	LEASE DATE	COUNTY	RECORDED BK/PG	GROSS ACRES
20-22I	Carrie Quigley, widow	5/28/82	Kanawha	213/633	13.26
18-54K	Ralph Wood, etux	4/26/82	Jackson	171/603	118.00
18-77A	Cora E. Miller	5/20/82	Jackson	171/607	43.55
18-78A	Luther Casto, etux	5/26/82	Jackson	171/615	58.92
18-79A	Philip Adams, etux	5/27/82	Jackson	171/613	8.13
18-80A	Freeman Boggess	6/01/82	Jackson	171/611	71.63
18-81	Philip C. Adams, etux	5/26/82	Jackson	171/609	7.50
18-62C	Charles Copenhaver, etux	6/03/82	Jackson	171/617	20.00
18-83	John O. Rhodes, etux	6/03/82	Jackson	171/619	10.00
18-48B	Warren C. Winter, etux	6/03/82	Jackson	171/621	133.19
18-46C	Robert E. Goodson, etal	5/22/82	Jackson	171/629	57.50
18-85	Mabel S. Chapman, single	6/03/82	Jackson	171/623	120.00
18-70B	Albert F. Harmon, etux	5/22/82	Jackson	171/627	36.50
18-86A	M. W. Grand Lodge	6/02/82	Jackson	172/15	20.20
18-86B	Eunice Hardman, etvir	6/08/82	Jackson	172/13	20.20
18-78B	Ethel Lathey, widow	6/07/82	Jackson	172/18	58.92
18-87A	Ethel Lathey, widow	6/07/82	Jackson	172/18	6.33
18-88A	James Armstrong, etux	5/28/82	Jackson	172/11	120.00
18-88B	C. E. Goodwin, etux	6/03/82	Jackson	172/492	120.00
18-89A	C. E. Goodwin, etux	6/03/82	Jackson	172/492	142.63
53-6B	Eileen McCray, widow	5/22/82	Wirt	165/414	55.00
18-90	Dennis Merial, etal	5/06/82	Jackson	171/722	48.75
18-62F	Robert Westfall, etux	6/12/82	Jackson	172/20	20.00
18-62D	Mary Folden, etvir	6/12/82	Jackson	172/22	20.00
18-62E	James D. Kay, etux	6/12/82	Jackson	172/24	20.00
18-91	F. D. Austin, etux	4/15/77	Jackson	172/371	65.00
18-63C	Audrey C. Shinn, single	6/04/82	Jackson	171/730	80.50
18-93A	Harry J. Taylor, etux	6/18/82	Jackson	171/724	85.00
18-93B	W. Audith Cobb, etux	6/16/82	Jackson	171/726	85.00
18-93C	Walter J. Reed, etux	6/16/82	Jackson	171/728	85.00
18-93D	Everett R. Rhodes, etux	6/16/82	Jackson	172/1	85.00
18-93E	Lawrence Woodward, etux	6/18/82	Jackson	171/734	85.00
18-93F	Norman E. Richards, etux	6/18/82	Jackson	171/732	85.00
18-93G	Kenneth R. Hart, etux	6/18/82	Jackson	172/9	85.00
18-94A	Ruth Lilly, etvir	6/07/82	Jackson	172/7	51.00
18-94B	James Rawling, etux	6/07/82	Jackson	172/5	51.00
18-95A	Edward Hussell, etux	6/03/82	Jackson	172/3	120.00
18-59C	Helen L. Walker, etal	6/17/82	Jackson	172/316	70.00
18-96A	Helen L. Walker, etal	6/17/82	Jackson	172/307	16.50
18-97	Lula G. Parsons, widow	5/26/82	Jackson	172/305	33.10
18-77B	Shirley Miller, etux	6/17/82	Jackson	172/312	43.55
18-59D	Emily A. Pace, etvir	5/17/82	Jackson	172/314	70.00
18-55C	Emily A. Pace, etvir	4/29/82	Jackson	172/319	54.00
18-93H	William M. Hart, etux	6/21/82	Jackson	172/310	85.00
43-16A	B. A. Cunningham, etux	5/19/82	Ritchie	146/166	29.75
43-16B	Raymond Layfield, etux	5/21/82	Ritchie	146/164	29.75
43-16C	D. W. Farley, etux	5/24/82	Ritchie	146/162	29.75
18-86C	Mary Weintraub, etvir	6/19/82	Jackson	172/379	20.20
18-62G	Deloris Walker, etvir	6/23/82	Jackson	172/381	20.00
18-98A	Orza Lawson, etal	6/28/82	Jackson	172/385	129.00
20-7I	Earnest Beckner, etux	2/11/82	Kanawha		27.75
43-17	Kelly Land & Minerals	6/10/82	Ritchie	146/135	15.00
43-18	Charles L. Hammett, etux	6/24/82	Ritchie	146/133	27.00
53-7A	A. M. Pettit, etux	6/24/82	Wirt	165/354	75.00
53-7B	S. L. Pettit, etal	6/24/82	Wirt	165/352	75.00
18-86D	Estel L. Staats, etux	6/19/82	Jackson	172/383	20.20
53-8	Paul E. Wilson, etal	7/01/82	Wirt	165/356	14.00
18-99	Sterling Ocheltree, etux	7/07/82	Jackson	172/375	75.18
53-9	Ershel Osbourn, etal	7/07/82	Wirt	165/359	50.00
43-19A	Claude Swadley, etal		Ritchie	146/284	268.25
18-70C	Freda M. Whitaker	5/22/82	Jackson	172/377	36.50
43-4	Tony R. Smith, etux		Ritchie	147/111	12.86

STATE OF WEST VIRGINIA,

(Form CC No. 1)

Ritchie County Commission Clerk's Office, August 25th, 1982 at 9:30 o'clock A.M.
& Exhibit A attached

The foregoing writing, with the certificate of acknowledgment/thereto, was this day admitted to record in said office.

Linda B. M... Clerk

RECEIVED

MAR 21 1983

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES



IV-35
(Rev 8-81)

Date January 17, 1983

Operator's

Well No. _____

State of West Virginia

Department of Mines

Oil and Gas Division

Farm Swadley #4

API No. 047-085-5982

WELL OPERATOR'S REPORT
OF

DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

WELL TYPE: Oil X / GasX / Liquid Injection / Waste Disposal /
(If "Gas," Production / Underground Storage / Deep / Shallow X /)

LOCATION: Elevation: 903' Watershed Indian Creek
District: Murphy County Ritchie Quadrangle Harrisville 7.5'

COMPANY Wayman W. Buchanan

ADDRESS San Antonio, Texas 78205

DESIGNATED AGENT Leroy Hopkins

ADDRESS Kenna, WV 25248

SURFACE OWNER Claude W. Swadley

ADDRESS Rt. 1, Harrisville, WV 26362

MINERAL RIGHTS OWNER Same as above

ADDRESS _____

OIL AND GAS INSPECTOR FOR THIS WORK Samuel

Hersman ADDRESS Smithville, WV 26178

PERMIT ISSUED 11/2/82

DRILLING COMMENCED 11/13/82

DRILLING COMPLETED 11/20/82

IF APPLICABLE: PLUGGING OF DRY HOLE ON
CONTINUOUS PROGRESSION FROM DRILLING OR
REWORKING. VERBAL PERMISSION OBTAINED
ON _____

Casing & Tubing	Used in Drilling	Left in Well	Cement fill up Cu. ft.
Size 20-16 Cond.			
13-10"			
9 5/8		354'	150 sks
8 5/8			
7		2181'	325 sks
5 1/2			
4 1/2		4984'	250 sks
3			
2			
Liners used			

GEOLOGICAL TARGET FORMATION Devonian Shale Depth 4800 feet

Depth of completed well 4995 feet Rotary X / Cable Tools _____

Water strata depth: Fresh 200 feet; Salt 2050 feet

Coal seam depths: None Is coal being mined in the area? No

OPEN FLOW DATA

Producing formation Devonian Shale Pay zone depth 3801-4919 feet

Gas: Initial open flow TSTM Mcf/d Oil: Initial open flow 0 Bbl/d

Final open flow 380 ³⁸⁰ Mcf/d Final open flow 51 ⁵¹ Bbl/d

Time of open flow between initial and final tests _____ hours

Static rock pressure 1375 psig (surface measurement) after 96 hours shut in

(If applicable due to multiple completion--)

05/03/2024

Second producing formation _____ Pay zone depth _____ feet

Gas: Initial open flow _____ Mcf/d Oil: Initial open flow _____ Bbl/d

Final open flow _____ Mcf/d Oil: Final open flow _____ Bbl/d

Time of open flow between initial and final tests _____ hours

Static rock pressure _____ psig (surface measurement) after _____ hours shut in

(Continue on reverse side)

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

Perforated 3801 to 4192
Treated with 1,250,000 scf N₂
Perforated 4330 to 4920
Treated with 1,250,000 scf N₂

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS Including indication of all fresh and salt water, coal, oil and gas
Sand and Shale			0	1200	
Sand			1200	1234	
Shale			1234	1346	
Sand			1346	1372	
Shale			1372	1418	
Sand			1418	1525	
Shale			1525	1642	
Sand			1642	1656	
Shale			1656	1682	
Maxton Sand			1682	1712	
Shale			1712	1736	
Big Lime			1736	1876	
Big Injun			1876	1950	
Shale			1950	2058	
Siltstone			2058	2123	
Shale			2123	2318	
Berea			2318	2326	
Siltstone/Shale			2326	2702	
Sand			2702	2715	
Shale			2715	4350	
Sand			4350	4384	
Shale			4384	4532	
Sand			4532	4544	
Shale			4544	4995	
TD			4995		

(Attach separate sheets as necessary)

Wayman W. Buchanan
Well Operator

05/03/2024

By: *Guy Wright*

Date: *3/14/83*

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

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

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JAN 1 1983

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

INSPECTOR'S WELL REPORT

Permit No. 85-5982

Oil or Gas Well _____
(KIND)

Company	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
<u>Wayman W. Buchanan</u>	Size			
Address _____	16			Kind of Packer _____
Farm <u>Caud. W. Swadley et al</u>	13			
Well No. <u>Swadley # 4</u>	10			Size of _____
District <u>Murphy</u> County <u>Ritchie</u>	8 1/4			
Drilling commenced <u>1-3-83</u>	6%			Depth set _____
Drilling completed _____ Total depth _____	5 3/16			
Date shot _____ Depth of shot _____	3			Perf. top _____
Initial open flow _____ /10ths Water in _____ Inch	2			Perf. bottom _____
Open flow after tubing _____ /10ths Merc. in _____ Inch	Liners Used			Perf. top _____
Volume _____ Cu. Ft.				Perf. bottom _____
Rock pressure _____ lbs. _____ hrs.	CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____			
Oil _____ bbls., 1st 24 hrs.	NAME OF SERVICE COMPANY _____			
<u>no record - Drilled on Fluid</u>	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
Fresh water _____ feet _____ feet	_____ FEET _____ INCHES _____ FEET _____ INCHES			
Salt water _____ feet _____ feet	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names Edward Huffman / C.W. Price / Fredrick Wating / Bluram Coon

Clint Hurt Rig # 5 Ed Proker Rodney Paptor

Remarks: on 1-4-83 Ran 9 joints of 9 5/8 casing total of 354 foot
Halliburton ran 120 sacks cement
on 1-6-83 ran 2181 foot of 7" casing
Ran 225 sacks 50-50 Pas mix - 100 sacks cement - 325 total
3578 foot deep at time of visit on 1-7-83

1-7-83
DATE

Samuel N. Hersman
DISTRICT WELL INSPECTOR

05/03/2024

Form 26
2/16/82

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS WELLS DIVISION
INSPECTOR'S PLUGGING REPORT

Permit No. _____ Well No. _____

COMPANY _____ ADDRESS _____

FARM _____ DISTRICT _____ COUNTY _____

Filling Material Used _____

Liner	Location	Amount	Packer	Location		
PLUGS USED AND DEPTH PLACED			BRIDGES	CASING AND TUBING		
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION	RECOVERED	SIZE	LOST

Drillers' Names _____

Remarks: _____

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

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

RECEIVED

JUL 18 1983

INSPECTOR'S WELL REPORT

OIL & GAS DIVISION
DEPT. OF MINES

Permit No. 47 085 5982

Final

Oil or Gas Well _____
(KIND)

Company Wayman W Buchanan
 Address San Antonio Texas 78205
 Farm Swadley
 Well No. #4
 District Murphy County Ritchie
 Drilling commenced _____
 Drilling completed _____ Total depth _____
 Date shot _____ Depth of shot _____
 Initial open flow _____ /10ths Water in _____ Inch
 Open flow after tubing _____ /10ths Merc. in _____ Inch
 Volume _____ Cu. Ft.
 Rock pressure _____ lbs. _____ hrs.
 Oil _____ bbls., 1st 24 hrs.
 Fresh water _____ feet _____ feet
 Salt water _____ feet _____ feet

CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Size			
16			Kind of Packer _____
13			
10			Size of _____
8 1/4			
6 5/8			Depth set _____
5 3/16			
3			Perf. top _____
2			Perf. bottom _____
Liners Used			Perf. top _____
			Perf. bottom _____

CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____
 NAME OF SERVICE COMPANY _____
 COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES
 _____ FEET _____ INCHES FEET _____ INCHES
 _____ FEET _____ INCHES FEET _____ INCHES

Drillers' Names _____

Remarks: 71483 NO Reclamation pit filled - Bad slip below well, no number.

7-14-83

DATE

Cannot Release

Jerry M. [Signature]
DISTRICT WELL INSPECTOR

05/03/2024

Form 26
2/16/82

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS WELLS DIVISION
INSPECTOR'S PLUGGING REPORT

Permit No. _____ Well No. _____

COMPANY _____ ADDRESS _____

FARM _____ DISTRICT _____ COUNTY _____

Filling Material Used _____

Liner			Location			Amount			Packer			Location		
PLUGS USED AND DEPTH PLACED			BRIDGES			CASING AND TUBING								
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION			RECOVERED	SIZE	LOST						

Drillers' Names _____

Remarks: _____

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

DATE

_____ 05/03/2024
DISTRICT WELL INSPECTOR



RECEIVED

NOV 7 - 1984

OIL & GAS DIVISION
DEPT. OF MINES

State of West Virginia

Department of Mines

Oil and Gas Division

Charleston 25305

FINAL INSPECTION REPORT
INSPECTORS COMPLIANCE REPORT

COMPANY WAYMAM W. BUCHANAN

PERMIT NO 47-085-5982

444 PETROLEUM COMMERCE BLDG

FARM & WELL NO SWADLEY #4

SAN ANTONIO, TX 78205

DIST. & COUNTY MURPHY/RITCHIE

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 Strenght		
15.05	Cement Type		
23.02	Maintained Access Roads	X	
25.01	Necessary Equipment to Prevent Waste	X	
23.04	Reclaimed Drilling Pits	X	
23.05	No Surface or Underground Pollution	X	
23.07	Requirements for Production & Gathering Pipelines	X	
16.01	Well Records on Site		
16.02	Well Records Filed		
7.05	Identification Markings	X	

I HAVE INSPECTED THE ABOVE CAPTIONED WELL AND RECOMMEND THAT IT BE RELEASED:

SIGNED *Glen P. Robinson*
GLEN P. ROBINSON

DATE 31 OCTOBER 1984

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

T. H. ...
Administrator-Oil & Gas Division

January 3, 1985
DATE

05/03/2024

FERC-121

1.0 API well number:
(If not available, leave blank. 14 digits.)

47-085-5982

2.0 Type of determination being sought:
(Use the codes found on the front of this form.)

102

Section of NGPA

Category Code

3.0 Depth of the deepest completion location:
(Only needed if sections 103 or 107 in 2.0 above.)

4995

MAR 17 1983
OIL & GAS DIVISION
DEPT. OF MINES

4.0 Name, address and code number of applicant:
(35 letters per line maximum. If code number not available, leave blank.)

Wayman W. Buchanan
Name

444 Petroleum Commerce Building
Street

San Antonio
City

Texas
State

78205
Zip Code

Seller Code

5.0 Location of this well: [Complete (a) or (b).]

(a) For onshore wells
(35 letters maximum for field name.)

Unknown
Field Name

Ritchie
County

WV
State

State

(b) For OCS wells:

Area Name

Date of Lease:

Mo. Day Yr.

Block Number

OCS Lease Number

(c) Name and identification number of this well:
(35 letters and digits maximum.)

Swadley #4

(d) If code 4 or 5 in 2.0 above, name of the reservoir:
(35 letters maximum.)

6.0 (a) Name and code number of the purchaser:
(35 letters and digits maximum. If code number not available, leave blank.)

Consolidated Gas Supply Corp.
Name

Buyer Code

(b) Date of the contract:

Mo. Day Yr.

(c) Estimated annual production:

MMcf.

7.0 Contract price:
(As of filing date. Complete to 3 decimal places.)

(a) Base Price (\$/MMBTU)

(b) Tax

(c) All Other Prices [Indicate (+) or (-).]

(d) Total of (a), (b) and (c)

Unknown

8.0 Maximum lawful rate:
(As of filing date. Complete to 3 decimal places.)

9.0 Person responsible for this application:

Stephen E. Cain
Name

Reg. Comp. Officer
Title

Signature

2/25/83
Date Application is Completed

(304) 345-6631
Phone Number

05/03/2024

FT900806/2-2

Agency Use Only
Date Received by Juris. Agency
MAR 17 1983
Date Received by FERC

PARTICIPANTS:

DATE: JUN 23 1983

BUYER-SELLER CODE

WELL OPERATOR: Wayman W. Buchanan

FIRST PURCHASER: Consolidated Gas Supply Corp

OTHER:

004228

W. Va. Department of Mines, Oil & Gas Division
 WELL DETERMINATION FILE NUMBER
830317-102-085-5982
 Use Above File Number on all Communications
 Relating to Determination of this Well

QUALIFIED

CHECK EACH ITEM AS COMPLETE OR NOTE WHAT IS MISSING

- ITEM NO.
1. FERC -121 Items not completed - Line No. All 70 & 8.0
 2. IV-1 Agent Heroy Hopkins
 3. IV-2 Well Permit —
 4. IV-6 Well Plat
 5. IV-35 Well Record Drilling Deepening —
 6. IV-36 Gas-Oil Test: Gas Only — Was Oil Produced? — Ratio —
 7. IV-39 Annual Production — years
 8. IV-40 90 day Production — Days off line: —
 9. IV-48 Application for certification. Complete?
 - 10-17. IV Form 51 - (52) - 53 - 54 - 55 - 56 - 57 - 58 Complete? Affidavit Signed
 - 18-28. Other: Survey — Logs — Geological Charts —
 Structure Map — 1: 4000 Map Well Tabulations
 Gas Analyses —
 - (5) Date commenced: 11-13-82 Date completed 11-20-82 Deepened —
 - (5) Production Depth: 3801-4919
 - (5) Production Formation: Devonian Shale
 - (5) Final Open Flow: 380 mcf
 - (5) After Frac. R. P. 1375# 96 hrs.
 - (6) Other Gas Test: —
 - (7) Avg. Daily Gas from Annual Production: —
 - (8) Avg. Daily Gas from 90-day ending w/1-120 days —
 - (8) Line Pressure: — PSIG from Daily Re
 - (5) Oil Production: — From Completion Report —
 17. Does lease inventory indicate enhanced recovery being done NO
 17. Is affidavit signed? Notarized?
 - Does official well record with the Department confirm the submitted information? yes 05/03/2024
 - Additional information — Does computer program confirm? —
 - Determination Objected to — By Whom? —

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

Date February 25, 198

Operator's Well No. Swadley #4

API Well No. 087 - 5982
State 087 County 5982 Permit

Previous File No. _____
(If Applicable)

STATE APPLICATION FOR WELL CLASSIFICATION

WELL OPERATOR Wayman W. Buchanan
ADDRESS 444 Petroleum Commerce Bldg.
San Antonio, Texas 78205

DESIGNATED AGENT Leroy Hopkins
ADDRESS P. O. Box 106
Kenna, WV 25248

Gas Purchase Contract No. _____ and Date _____
Meter Chart Code _____
(Month, day and year)

Name of First Purchaser Consolidated Gas Supply Corp.
P.O. Box 2450
Clarksburg, WV 26301
(City) (State) (Zip Code)

FERC Seller Code _____ FERC Buyer Code _____

TYPE OF DETERMINATION BEING SOUGHT:

- (1) Initial determination (See FERC Form 121.) 102 Section of NGPA 3 Category Code
- (2) Determination that increased production is the result of enhanced recovery technology.
- (3) Determination of a seasonally affected well.

Stephen E. Cain Reg. Comp. Officer
Name (Print) Title
[Signature]
Signature

401 Peoples Building
Street or P. O. Box
Charleston, WV 25301
City State (Zip Code)
(304) 345-6631
Area Code Phone Number

(Certificate of Proof of Service to Purchaser)

(All of the above to be completed by the Operator/Applicant)

(To be completed by Jurisdictional Agency. Executed copy to be returned to Operator/Applicant and purchaser, if known).

The Department of Mines has received a request, for certification of the above described well as meeting the requirements of Section _____ under the Natural Gas Policy Act of 1976, (NGPA); or for determination that increased production is the result of enhanced recovery technology under Section 108 of (NGPA); or for determination of a seasonally affected well under Section 108 of (NGPA).

All interested parties are hereby notified that on the _____ day of _____, 19____, at the office of the Oil and Gas Division in Charleston, West Virginia, or as soon thereafter as it may be heard, there will be a public hearing, if requested, or if objection is filed.

This Application is assigned File No. _____

Initial review of information submitted indicates the well is, is not entitled to certification as claimed under the Natural Gas Policy Act (NGPA). A review of this evidence and any additional evidence will be made at the time appointed for a public hearing or as soon thereafter as the matter may be heard.

Unless objections are timely filed or a request for a hearing is made within fifteen (15) days, a hearing will not be held except on ex parte motion of the department and the matter will go to determination.

WEST VIRGINIA DEPARTMENT OF MINES

MAR 17 1983
Date received by Jurisdictional Agency:

Director [Signature] 05/03/2024
By _____
Title _____

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

DATE February 25, 1983

Operator's
Well No. Swadley #4

API Well No. 47 - 085 - 5982
State County Permit

WELL CLASSIFICATION FORM

WELLS DRILLED MORE THAN 1,000 FEET DEEPER THAN A MARKER WELL

NGPA Section 102(c)(1)(B)(ii) Category 3

DESIGNATED AGENT Leroy Hopkins
ADDRESS P. O. Box 106
Kenna, WV 25248

WELL OPERATOR Wayman W. Buchanan
ADDRESS 444 Petroleum Commerce Bldg.
San Antonio, Texas 78205

LOCATION: Elevation 903
Watershed Indian Creek
District Murphy County Ritchie Quad. Harrisville
7.5

GAS PURCHASER Consolidated Gas Supply Corp. Purchase Contract No. _____
ADDRESS P.O. Box 2450 Meter Chart Code _____
Clarksburg, WV 26301 Date of Contract _____

* * * * *

List all records reasonably available to you which contain information relevant to a determination of eligibility (including production records, B&O Tax Records and royalty payment records) and indicate the location of such records:

See attached sheet of completion data with top perms or top of completion interval indicated.

Describe the search made of any records listed above:

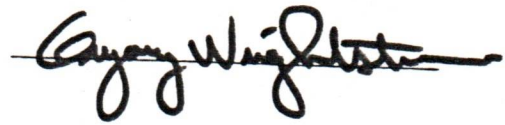
Are there any records not reasonably available to you which may contain information relevant to a determination of eligibility? Yes ___ No X. If yes, identify such records and indicate their location, if known:

05/03/2024

Are you aware of any other information which would tend to be inconsistent with the information specified above? Yes No X. If yes, indicate the type and source of the information.

AFFIDAVIT

I, Gregory Wrightstone, having been first duly sworn according to law, state that I have caused to be made a diligent search of those records hereinbefore indicated in the manner herein described, that the information contained in this document is true and accurate, and that on the basis of the records and examinations hereinbefore described and to the best of my information, knowledge and belief, there is no marker well within 2.5 miles of the well for which this determination is sought which has a completion location less than 1,000 feet above the completion location of the said well for which determination is sought.



STATE OF WEST VIRGINIA

COUNTY OF Kanawha, TO WIT:

I, Vicky R. Burdette, a Notary Public in and for the state and county aforesaid, do certify that Gregory Wrightstone whose name is signed to the writing above, bearing date on the 25th day of February, 1983, has acknowledged the same before me, in my county aforesaid.

Given under my hand and official seal this 25th day of February, 19 83

My term of office expires on the 1st day of December, 19 90.

[NOTARIAL SEAL]


Notary Public

* * * * *

BOTTOM HOLE PRESSURE DATA

Indicate the bottom hole pressure of the well and explain how this was calculated.

$$BHP = P_1 + P_1 \left(e^{\frac{TD(.68)}{(53.34)(T + 460)}} - 1 \right)$$

$$BHP = 1375 + 1375 \left(e^{\frac{4800 (.68)}{(53.34)(110 + 460)}} - 1 \right)$$

$$BHP = 1540$$

05/03/2024

IV-27
11/23/81



STATE OF WEST VIRGINIA
DEPARTMENT OF MINES

Date: 8 25 83
Well No: Swadlow #4
API NO: 47 - 085 5982
State County Permit

Oil and Gas Division NOTICE OF VIOLATION

WELL TYPE: Oil / Gas Liquid Injection / Waste Disposal /
Of "Gas" - Production / Storage / Deep / Shallow /

LOCATION: Elevation: _____ Watershed: _____
District: Murphy County: Pitchei Quadrangle: _____

WELL OPERATOR Wayman Buchanan DESIGNATED AGENT Leroy Hopkins
Address _____ Address _____
Givon W.V. 25245

The above well is being posted this 25th day of August, 1983, for a violation of Code 22-4-120 and/or Regulation 23.03, set forth in detail as follows:

(USE REVERSE SIDE OF THIS NOTICE IF NECESSARY)

NOT Reclaimed in Specified Period of Time.

RECEIVED
AUG 26 1983
OIL & GAS DIVISION
DEPT. OF MINES

A copy of this notice has been posted at the well site and sent by certified or registered mail to the indicated well operator or his designated agent.

You are hereby granted until Sept. 1, 1983, to abate this violation. Failure to abate the violation may result in action by the Department under Code 22-4-17 or Code 22-4-18.

Jerry Teshell
Oil and Gas Inspector
Address RT1 Box 101-A
Ripley WV 25271

Telephone: 304 372 6845 **05/03/2024**



11/23/81 11-27

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES

Oil and Gas Division NOTICE OF VIOLATION

Date: 8-22-83
Well No: 3-2001-74
API NO: 41-277-2982
State County Permit

WELL TYPE: Oil Gas Liquid Injection Waste Disposal
Of "Gas" - Production Storage Deep Shallow
LOCATION: Elevation: _____ Watershed: _____
District: Putnam County: Putnam Quadrangle: _____
WELL OPERATOR: Putnam Gas DESIGNATED AGENT: Ray Hopkins
Address: _____ Address: _____
Riverview, WV 26022

The above well is being posted this 22nd day of August, 1983, for a violation of Code 22-4-12b and/or Regulation 22.03, set forth in detail as follows:
(USE REVERSE SIDE OF THIS NOTICE IF NECESSARY)

not recorded in specific permit of this

DEPT. OF MINES
OIL & GAS DIVISION
AUG 24 1983

A copy of this notice has been posted at the well site and sent by certified or registered mail to the indicated well operator or his designated agent.
You are hereby granted until Sept 1, 1983, to abate this violation.
Failure to abate the violation may result in action by the Department under Code 22-4-17 or Code 22-4-18.

James A. [Signature]
Oil and Gas Inspector
Address: 1271 [Address]
Riverview, WV 26022
Telephone: 304 872 6802

05/03/2024

RECEIVED
SEP 6 - 1983

FORM IV-30

Date: 9 6, 19 83
Operator's Well Number Swardley #4
API Well No. 47 - 085 - 5982
State County Permit

OIL & GAS DIVISION
DEPT. OF MINES
STATE OF WEST VIRGINIA
DEPARTMENT OF MINES, OFFICE OF OIL AND GAS

ORDER FOR FAILURE TO ABATE VIOLATION

WELL TYPE: Oil / Gas / Liquid Injection _____ / Waste Disposal _____ /
If "Gas" - Production / Storage / Deep _____ / Shallow _____ /

LOCATION: Elevation: _____ Watershed: _____
District: Murphy County: Ritchie Quadrangle _____

WELL OPERATOR: Waymon Buchanan
Address: 444 Petroleum Comm. Bld, San Antonio, Texas 78205

DESIGNATED AGENT: Leroy Hopkins
Address: Givens, mt. 25245

Notice is hereby given that the undersigned authorized oil and gas inspector has made a special inspection of the above-named well on 9 6, 19 83.

- Upon the expiration of a period of time originally fixes for abatement.
- Upon the order of the Administrator for the Office of Oil and Gas at the request of the well operator.
- Upon the request of the Administrator for the Office of Oil and Gas.

The violation of Code 22-4-12b, heretofore found to exist on 8 25, 19 83 by Form IV-27, "Notice of Violation" /, Form IV-28, "Imminent Danger Order" _____ / of that date has not been totally abated and it has been determined that no further extension of time should be permitted for the following reasons:

(USE REVERSE SIDE OF THIS ORDER IF NECESSARY)

no action taken on violation

Therefore, in accordance with the provisions of Code 22-4-1g, the well operator is hereby ORDERED:

- To continue cessation of operations until the imminent danger is fully abated.
- To cease further operations until the violation has been fully abated.

In accordance with Code 22-4-1h, a well operator or complaining coal operator, owner, or lessee may apply for review of this Order within 15 days of the date of this Order.

Jerry R. Tepheloch
Oil and Gas Inspector
Address: RTI Box 101-19
Rt 101 mt 25271
Telephone: 304 372 6808

PURCHASER: _____
Address: _____

(Copies of this ORDER have been posted at the well site and sent by certified or registered mail to the indicated well operator or his designated agent.)

Date: 9 23 83
Operator's Well Number Swadly #4
API Well No.: 47 - 085 - 5982
State County Permit

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

RECEIVED
SEP 26 1983

NOTICE OF ABATEMENT

OIL & GAS DIVISION
DEPT. OF MINES

WELL TYPE: Oil / Gas / Liquid Injection _____ / Waste disposal _____
If "Gas" - Production / Storage _____ / Deep _____ / Shallow _____
LOCATION: Elevation: _____ / Watershed: _____
District: Murphy / County: Ritchie / Quadrangle: _____
WELL OPERATOR Wayman / Buchanan / DESIGNATED AGENT Leroy Hopkins
Address _____ / Address _____
Given WV 25245

Notice is hereby given that the undersigned authorized oil and gas inspector made a special inspection of the above named well on 9 23, 1983.
The violation of Code § 22-4-126 heretofore found to exist on 8 25, 1983, by Form IV-27, "Notice of Violation" / Form IV-28, "Imminent Danger Order" _____ of that date has been totally abated. If the abated violation was found by an Imminent Danger Order requiring operations to cease, such requirement is hereby rescinded, and the well operator is hereby notified that he may resume operations.

COMMENTS Violation posted, OK to produce Well.

A copy of this notice has been posted at the well site and sent by certified or registered mail to the indicated well operator or his designated agent.

Jerry M. Tephahok
Oil and Gas Inspector
Address Rt 1 Box 101A
Ripley WV 25271
Telephone 304 372 6805

Date: 9 23 83
Operator's Name: Smith #1
Well Number: 1082
API Well No.: 41
State: VA County: Stafford Permit: 228 J

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

DEPT. OF MINES
OIL & GAS DIVISION
RECEIVED
SEP 24 1983

WELL TYPE: Oil Gas Liquid Injection Waste disposal
LOCATION: Production Storage Deep Shallow
Elevation: _____
Watershed: _____
District: Marshall County: Marshall
WELL OPERATOR: W. H. Smith
Address: _____
DESIGNATED AGENT: Ray H. Hixson
Address: 1100 W. 22nd St
Quadrangle: _____

Notice is hereby given that the undersigned authorized oil and gas inspector made a special inspection of the above named well on 9 23 83 at 1082.
The violation of Code § 22-2-10b tetraethyl lead found to exist on 9 23 83 by Form IV-27, "Notice of Violation", Form IV-28, "Imminent Danger Order", of that date has been totally abated. If the abated violation was found by an Imminent Danger Order requiring operations to cease, such requirement is hereby rescinded, and the well operator is hereby notified that he may resume operations.

COMMENTS: Abatement proper, OK to produce well.

A copy of this notice has been posted at the well site and sent by certified or registered mail to the indicated well operator or his designated agent.

Address: RT 1, Box 111A, Ripley, VA 22751
Telephone: 352 2802
Inspector: Ray H. Hixson
and Gas Inspector

PS Form 3811, July 1982

SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
 Show to whom and date delivered
 Show to whom, date, and address of delivery

2. **RESTRICTED DELIVERY**
(This restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$ _____

3. **ARTICLE ADDRESSED TO:**
 Leroy Hopkins for Buchanan
 P.O. Box 106, Kenna, W.Va. 25248

4. **TYPE OF SERVICE:**
 REGISTERED INSURED
 CERTIFIED COD
 EXPRESS MAIL

ARTICLE NUMBER
 2880

I have received the article described above. **20**

SIGNATURE *Leroy Hopkins* Addressee Authorized agent

5. **DATE OF DELIVERY**
 9-13-83

POSTMARK
(may be on reverse side)
 ANNAPOLIS, MD. 13 SEP 1983

6. **ADDRESSEE'S ADDRESS (Only if requested)**

7. **UNABLE TO DELIVER BECAUSE:**

7a. **EMPLOYEE'S INITIALS**
[Signature]

GPO: 1982-378-503

RETURN RECEIPT

PS Form 3811, Jan. 1979

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
 Show to whom and date delivered.....
 Show to whom, date and address of delivery.....
 RESTRICTED DELIVERY
 Show to whom and date delivered.....
 RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery \$ _____

(CONSULT POSTMASTER FOR FEES)

2. **ARTICLE ADDRESSED TO:**
 Wynnon Buchanan
 44 Petroleum Comm Bldg
 San Antonio Tex 78205

3. **ARTICLE DESCRIPTION:**
 REGISTERED NO. 8521241977 **INSURED NO.** _____

I have received the article described above.

SIGNATURE *[Signature]* Addressee Authorized agent

4. **DATE OF DELIVERY**
 SEP 9 1983

POSTMARK
 ANNAPOLIS, MD. 9 SEP 1983

5. **ADDRESS (Complete only if requested)**

6. **UNABLE TO DELIVER BECAUSE:**

CLERK'S INITIALS

GPO: 1979-300-459

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

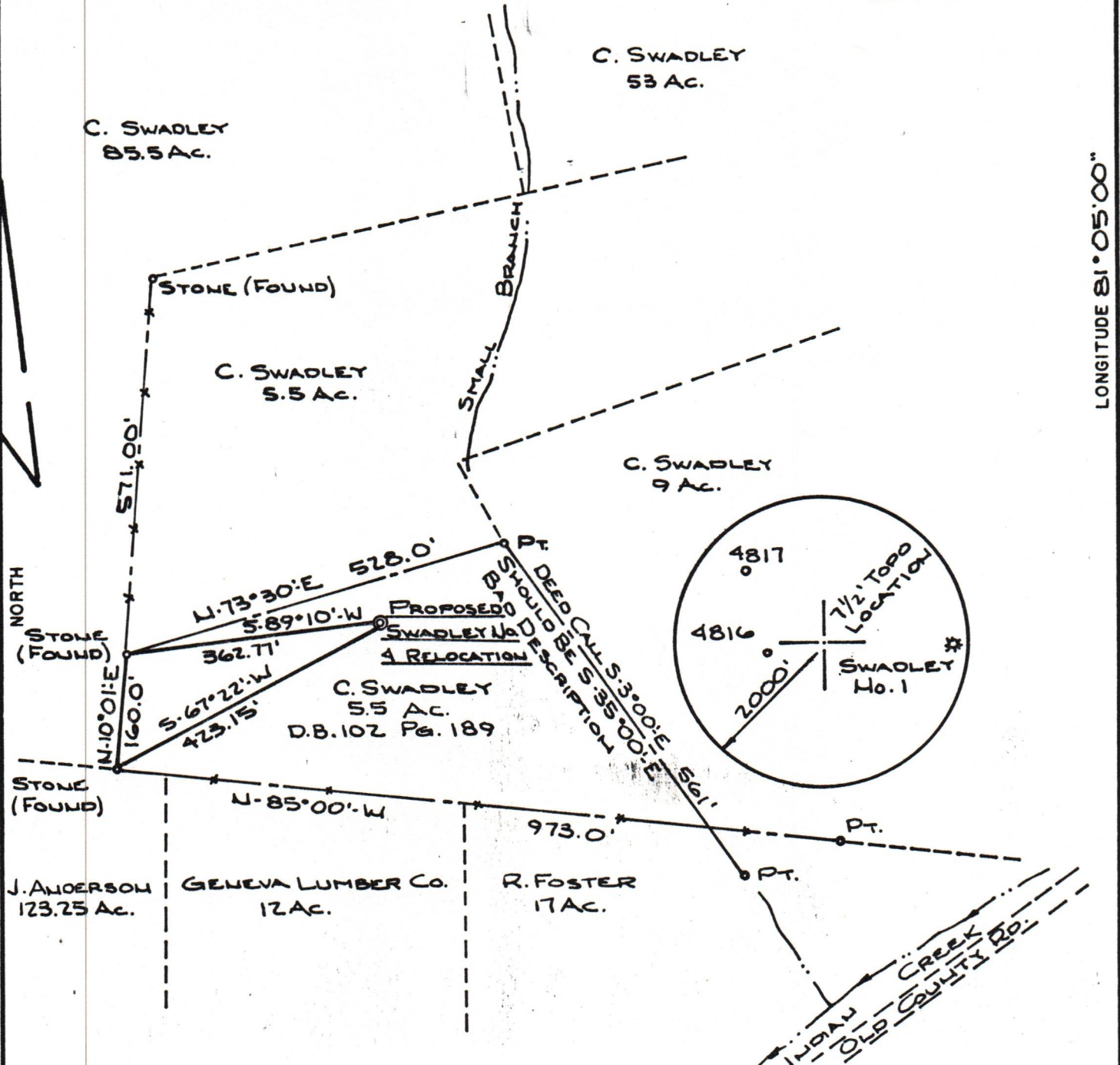
05/03/2024

M. J. 12/1/82

3,900'

LATITUDE 39°10'00"

LONGITUDE 81°18'00"



FILE NO. F.B. 35
 DRAWING NO. B2135
 SCALE 1" = 200'
 MINIMUM DEGREE OF ACCURACY 1:200
 PROVEN SOURCE OF ELEVATION TOP OF RIDGE 994' SOUTHEAST OF LOCATION

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) Wayman Buchanan
 O.P.E. _____ L.L.S. 434

PLACE SEAL HERE

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



DATE Nov. 1, 1982
 OPERATOR'S WELL NO. SWADLEY No. 1 RELOCATION
 API WELL NO. 47-085-5982-Rev.
 STATE COUNTY PERMIT

Department of Mines
 Oil & Gas Division

WELL TYPE: OIL GAS LIQUID INJECTION _____ WASTE DISPOSAL _____
 (IF "GAS", PRODUCTION _____ STORAGE _____ DEEP _____ SHALLOW
 LOCATION: ELEVATION 911.5 WATER SHED INDIAN CREEK
 DISTRICT MURPHY COUNTY RITCHIE
 QUADRANGLE HARRISVILLE (7.5')
 SURFACE OWNER CLYDE & CLAUDE SWADLEY ACREAGE 5.5
 OIL & GAS ROYALTY OWNER CLYDE & CLAUDE SWADLEY LEASE ACREAGE 5.5 05/03/2024
 LEASE NO. _____
 PROPOSED WORK: DRILL 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 DEVONIAN SHALE ESTIMATED DEPTH 4800'
 WELL OPERATOR WAYMAN BUCHANAN DESIGNATED AGENT LEROY HOPKINS
 ADDRESS SAN ANTONIO, TEXAS ADDRESS KENNA WVA

P.T. - 5982 Rev.