

)	Date:_	January	10	, 19	83	
1	Operat	or's				

Well No.\_

085 6165 3) API Well No. Permit State County

DRILLING CONTRACTOR:

17	Hand	STATE OF WEST	VIRGIN
TINC	Hurt	DEPARTMENT OF MINES, OIL	AND
			,

5) LOCATION:  6) WELL OPERAT Address  7) OIL & GAS ROYALTY OWN Address  Acreage  8) SURFACE OWN Address  Acreage  9) FIELD SALE (II Address  0) OIL & GAS INS Name Samue Address	A Oil X B (If "Gas" Elevation: District: FOR Waym 444 Pet San Ant 1260 We Atlanta 23.5 NER Paul 108 Bro Weston- 23.5 F MADE) TO	Gas	X X uchan Comme exas Hewit ey Rd 0327 (POA ue 452	an rce 782	Underground Watershed: County: Bldg. 205	Low Gap Ritchie  11) DESIGNAT Address  12) COAL OPE Address	Deep _ RunQuadrar ED AGENT _ I P. O. I Kenna,	ngle: Hā Jeroy Box ] WV	Shallow X arrisville, y Hopkins 106
4) WELL TYPE: A 5) LOCATION: 6) WELL OPERAT Address	A Oil X B (If "Gas" Elevation: District: FOR Waym 444 Pet San Ant 1260 We Atlanta 23.5 NER Paul 108 Bro Weston- 23.5 F MADE) TO	Production 1058 Grant an W. Bu roleum ( onio, Te Davis I st Wesle , GA 30 Herron wn Avenu WV 264	X uchan Comme exas Hewit ey Rd 0327 (POA ue 452	an rce 782	Underground Watershed: County:	d storage  Low Gap Ritchie  11) DESIGNAT Address  12) COAL OPE Address  13) COAL OWN TS) Name		agle: Hauseroy Box ] WV	Shallow X arrisville, y Hopkins 106 25248
5) LOCATION:  6) WELL OPERAT Address  7) OIL & GAS ROYALTY OWN Address  Acreage  8) SURFACE OWN Address  Acreage  9) FIELD SALE (II Address  0) OIL & GAS INS Name Samue Address	B (If "Gas" Elevation: District: FOR Waym 444 Pet San Ant 1260 We Atlanta 23.5 FOR Paul 108 Bro Weston- 23.5 F MADE) TO	Production 1058 Grant an W. Bu roleum ( onio, Te Davis I st Wesle , GA 30 Herron wn Avenu WV 264	Comme exas Hewit ey Rd 0327 (POA ue 452	an rce 782 t, 6	Underground Watershed: County:	Low Gap Ritchie  11) DESIGNAT Address  12) COAL OPE Address  13) COAL OW	Quadrar ED AGENT _ I P. O. E Kenna,	www.	A Shallow X arrisville, y Hopkins 106 25248
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Name Samue Address	el N. H		1 ) Proper			14) COAL LES	SEE WITH DECI	LARAT	ION ON RECORD:
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5) PROPOSED WO		X / I				e new formation_	Fracture or stimu		tertini ma 781
		r physical chan				e new formation_	The state of the s		(01
6) GEOLOGICAL								LLL SI II	indical trace. () I
17) Estimated de						CL	abrawites it has	idepp i	philips Depthito
18) Approximat	e water strata	depths: Fresh,	,	20	00 feet;	salt, 1900	A STATE OF THE PARTY OF THE PAR		donavion
19) Approximat	e coal seam de	epths: No	one		Is o	coal being mined in	the area? Yes		/ No_X
O) CASING AND	TUBING PRO	OGRAM	4 22_4-c	22-6		Ter suitnemas l	ida dia 190 iti 9		
CASING OR		SPECIFICATION		1		TAGE INTERVALS	A SECTION AND ADDRESS OF THE PARTY OF THE PA		
TUBING TYPE	Size Gr	Weight per ft.		Jsed	For drilling	Left in well	OR SAC (Cubic f	CKS	C 460 7 (1C
Conductor 9	5/8		X			350	Circ	cinos	Kinds
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Coal	age demonts	Tamparance	anigr D	100	do in ars	of the parents	ligida nousciti	insbla	Sizes
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1) EXTRACTION	RIGHTS	bedeby Regu	in compa	mols	da ne ioligia	(i) vd baldegm		he Der	to milita et
Check and provi				oili h		fation 12, on in	ribed by Regn	s gress	most set
X Included i	is the lease or	leases or other	continuin	g contr	act or contra	ets by which I hold e for specifics.)	the right to extra	act oil oi	
2) ROYALTY PRO		ue 22-4-1-(c) (1)	, till Ough	(4). (5)	ee reverse sid	e for specifics.)			rgiesolau
Is the right to ext	ract, produce	or market the o	il or gas b	ased up	on a lease or	other continuing co	ntract or contracts	providi	ing for flat well royalty
			vner of th	e oil or	gas in place	which is not inher	ently related to th	ne volun	me of oil or gas so extr
produced or mar f the answer above i			eeded If	the ans	wer is Yes. vo	ou may use Affida	vit Form IV-60.		
3) Required Copies	(See reverse	side.)							itic stab
4) Copies of this Pe	ermit Applicat	tion and the end	closed pla	t and re	eclamation pla	an have been maile	d by registered ma	ail or de	elivered by hand to the lication to the Departm
Mines at Charles			lessee on	or bere	ore the day of			,	, ,
	frou to ten	wo loug yas	yo has			Signed:	Le Roy 9	Zupi	Rons_
Notary:	eath midia	r hauailfau o	g al liber	sq sill	Tangis and	Ite: De s	Signated	Agen	t and onwe
My Commission E	xpires		All States			Its: DCs	1,105000	11000	days of ter
					FFICE USI	The second secon			
- 1	+7-085-61	65		DR	ILLING P	PERMIT	Januar	y 12	08/18/2023
Permit number		T Ballon Company			nac Ex			Dat	08/18/2023
This permit covering	the well oper	ator and well lo	ocation sh	own be	low is eviden	ice of permission g	anted to drill in a	accordar	nce with the pertinent l
mirements subject to	the condition	as contained he	rein and	on the r	everse hereof	Notification must	be given to the D	istrict U	dil and Gas Inspector.
Refer to No. 10) Prio	r to the constr	uction of roads	, locations	and pit	ts for any peri	mitted work. In ad	aition, the well op	erator o	or his contractor shall no

Agent:0K Plat: Casing Administrator, Office of Oil and Gas 1949

### Line Item Explanation

- 1) Date of Application
- 2) Your well name and number
- 3) To be filled out by office of oil & gas
- 4A) "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves underground reservoirs: "Gas" means all natural gas and all other fluid hydrocarbons not defined as oil.
- 4B) "Shallow well" means any well drilled and completed in a formation above the top of the uppermost member of the "Onondaga Group" or a depth less than six thousand feet, whichever is shallower.
  - "Deep well" means any well drilled and completed in a formation at or below the top of the uppermost member of the "Onondaga Group" or at a depth less then six thousand feet, whatever is shallower.
  - 5) Where well is located
  - 6) Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office
  - 7) Use separate sheet if necessary
  - 8) Present surface owner at time application is filed.
  - 9) Optional
- 11) See Reg. 7.01 relating to code §22-4-1k
- 12) "Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine. See Note 24
- 13 & 14) As per §22-4-20; See Note 24
  - 15) Work that will be attempted—A separate Form IV-2 shall not be required for fracturing or stimulating a well where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the Form IV-2 filed in connection therewith.
  - 16) Anticipated formation for which well will be completed
  - 17) Self explanatory
  - 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).
  - 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.

	11.46	WAIVER	
The undersigned coal operator	/ owner	/ lessee	08/18/2023/of the coal under this well location has ex-
dded to the mine map. The undersigned	d has no objection	to the work propo	ea of the well location, the well location has been sed to be done at this location, provided, the well a Code and the governing regulations.
religion of the status and has not that the days		Court of the court	The state of the s

Its

DATE Jan, 5, 1983

WELL NO. Hewitt No.1

API NO. 47 - 085 - 6/65

## State of Mest Wirginia

Bepartment of Mines Gil and Gas Bivision

## CONSTRUCTION AND RECLAMATION PLAN

CCMPANY NAME Wayman Buchanan	DE	CTCNATION ACENTI I amore illegation
Address San Antonio, Texas		SIGNATED AGENT Leroy Hopkins Address Kenna, Wv
Telephone 512-223-3897		Telephone 372-8305
LANDOWNER William Herron Etals.		
Revegetation to be carried out by	Uı	SOIL CONS. DISTRICT Little Kanawha
	Little H	(Agent)
This plan has been reviewed by		SCD: All corrections
and additions become a part of this pla	in:	7-6-83 (Date)
	Jan	ett Day In
		(SCD Agent)
ACCESS ROAD		LOCATION
Structure Drainage Ditch	(A)	Structure Diversion Ditch (1)
Spacing .		Materiai no Earthen
Page Ref. Manual 2:12		Page Ref. Manual 2:12
Structure Culvert	(B)	Structure (2
Spacing 12" Min-30" Max I. D.	اعارانا	Material Straw
Page Ref. Manual 2:7 & 2:8	La Jan I	1983 Page Ref. Manual 3:6 & 3:7
Structure Cross Drains .	(C) on 8 G	Structure 5
and kond	DEPT.	DE MI.
		Material
Page Ref. Manual 2:1 & 2:4		Page Ref. Manual
All structures should be inspected commercial timber is to be cut and s cut and removed from the site before	tacked and	all brush and small timber to be
R	EVECETATIO	N
Treatment Area I	•	Treatment Area II
Lime 3 Tons/acr	<b>P</b>	Lime 3 Tons/acre
or correct to pH 6-5		or correct to pH 6-5
Fertilizer 600 lbs/acre		Fertilizer 600 lbs/acre
(10-20-20 or equivalent) Mulch Hay  2Tons/acr	•	(10-20-20 or equivalent) Mulch Hay  2Tons/acre
Seed* Kentucky 31 Fescue 45lbs/acre		Seed* Kentucky 31 Fescue 45lbs/acre
Crown Vetch 10lbs/acre		Ladino Clover 5lbs/acre
lbs/acre		lbs/acre
*Inoculate all legumes such as vetch Inoculate with 3X recommended amount.	, trefoil	08/18/2023 and clovers with the proper bacterium.
	PLAN PRE	PARED BY Olin Shockey
MOTES: Flease request landowners!		ADDRESS Rt. 1, Box 139-B
seedling for one growing season.		Ravenswood, WV 26164
Attach separate sheets as necessary for comments.	מכ	273-2246

626

# Oil and Gas Lease

Agreemen	. Davis				82 by and between	
	Cast Main St.					_
	sville, West Vi	ro-inia				
Harri partof the fir	rst part hereinafter called Lesson	and Id MORRIS EXPLO	RATION COMPANY, Peoples	Building, Charleston, WV	. 25301, party of the second part, hereinafter	called Lessee.
ovenants and agr pecting, drilling, o emoving therefron	reements hereinafter contained, operating for and producing oil a m, and from lands operated the elimatter granted to Lessee, (e) conditions the same with other lands to	Lessisor does hereby g and copas, including casi rewarth, brine and other onstatructing, operating rewarch purposes, as he	rrant, demise, lease, and let inghead gas and casinghead r refuse and injecting the sa j and maintaining thereon al ereinafter more fully set out	onto Lessee for its exclu gasoline condensate, (b) me, gas, and any other su structures and facilities , all that certain tract of I	ee, the receipt of which is hereby acknowl sive possession and use for the purpose of saving, treating, transporting and caring for bstances into the subsurface thereof, (d) ex necessary or convenient for any and all sai and situated in the District of	(a) exploring, pro- read products, (c) ercising all rights d purposes and (f)
	Grant	County of	Ritchie	St	ate of West Virginia	, and on the,
waters of	Low Gap		, and described as follo	ws: Tax Map 3	1 Parcel 13.1	
acres, mo Septemb Will Bo	ore or less, bei	ngs the same rcom Hermo	lands describ	ed in that c to Ann Da	tract of land containertain Will dated wis Hewitt, record Clerk of Ritchie	led in
					SPATER NEW YORK	
					111100000	1
					(000	
and bounded su	bstantially by lands now or form	nervy owned as follows	<b>:</b> :		OMI 10 1983	
On the Nort	th by William F.	Greene	On	the East by Ralph	K. Six	
On the Sout	th by Ralph K. S:	ix	On	the West by R. C.	Six Carrier Six	Part Control
containing 2		. la -addition to the abo	ve described land, any and a	I strings or parcels of land	dadjoining or contiguous to the above decor	ibed land and own-
time within suc thereof, or with then 849 acres- ing, completion may be created substances se- considered as	th period, to pool, reform, enlargent to the sech plus 10% ecrosge tolerand, or operation of a well, or for obtaining the second of the second	pe and/orteduce such use and/orteduce such use and the larger use and large	nitor pool, and repool all or with other land eo as to crea inite are specified under any able, any such unit may be en ropriste county office a Dec producing on any part of an se under this lease. There sh repooled as such portion of	any part or parts of leasi te units of such size and a then applicable law, rule, ttablished or enlarged to: claration containing a der y lands theretofore or the all be allocated to the por teased premises compute	ase may be extended by any provision hered of premises or rights therein with any other urface acrosses or rights therein with any other urface acrosses as Lessee may desire, but surface acrosses of the provision of the site authorized. Each unit or scription of the unit so created, specifying realter so pooled shall, except for the payor then of lessed premises included in any evolution of the active as the entire as a the entire production from the portion of the entire as	Lland in the vicinity potalining not more thority for the drill- refermation thereof the formation and ent of royalties, be pooling or repeal
Lesses from the	pooling or repecting in the samme to time, and a unit may be for the included in the pool or and	e manner as though projection of a cither before or a cither before or a cither before po	duced from such pertion of I ofter a wall has been drilled reled or repooled therewith.	eased premises under the or production has been en	Herms of this lease. Each of said options me stablished on leased premises or on the pe	rtion of the leased
from the lease time purchase casinghead gaso sold or user and deduction the net process gency having which product justed up or do of the primary paying quantity premises or ar paid regardles unit) equal to held as a process well or wells be shall have free.  Lessee as the leased or the leased o	and premises, the same to be delivered by any and all other gaseous or vapor delivered by such market value at the wells of or a fair and reasonable charge eds received by Lessee from such gurfadiction, such market value ed, making allowance and deduction of the market value eds, making allowance and deduction prospectively or retrospective term hereof) where there is a gastles and gas is not being sold only portion or stratum thereof such the delay rentel as provided herein the delay rentel as provided herein the use of oil, distillate, condensatives of the number of such payment but shall be under no obligation to the use of oil, distillate, condensatives of the condensatives of the condensatives of the provided premises to confirmence deliting of the provided premises. On on acreage pooled the payment of the provided premises, or on acreage pooled the provided premises.	per existences, produce of the course substances, produce in rice event to exceed the first pathering, compress or riet proceeds shall interest of a fair and reason vely when the price or rate when the leased prent in used and the well on the leased prent in the proceeds and the well on the leased prent in the proceeds and the well on the leased prent in the proceeds and reputations of whether in the prent in the pren	the credit of Lessor in the pip ce at the wello in the field or ed from said land and sold on the net proceeds received by Lising and making merchantable ance and deduction, and proposed the amount hable charge for gathering, on a unit that included in force, Lessee shall be oblighted to the such governments or on a unit that included in force, Lessee shall be oblighted to the such governments from a mount of each such payment the primary term. Lessee significantly terms, conditions, or circums the leased premises for all options on or before sixty dated and the payable each six more dor until this lease is surred	eline to which the wells in seed for oil (crude) having a used off the leased preme essee calculated or allocile such gas, provided, that wided further that, if any received by Lessee, not a compressing and making mental agency is finally dees all or a part of the least of one year and there is not gated to pay or tender as a cocated upon said icased; and the such well is shut in ant or tender may be paid anall use reasonable dilligerances which, in Lessee's terrations hereunder.	e and condensate) one-eighth (1/8) of that p nay be connected, provided, however, Lesse the same or nearest to the same gravity: (tises, the market value at the wells of one-picated back to the wells from which produced to on gas sold at the wells, the royality shall be such sale of gas is regulated as to price by ubject to refund, calculated or allocated back to the such gas and which amount attermined. During any period (whether before ed premises, however designated, capable to current production of oil or gas or operated shut-in royality an amount (which shall be the commission or upon such other derege as is and while said royality is so paid or tendered by check or draft of Lessee in the same mannee to market gas capable of being produce judgment exercised in good faith, are unsating this lease or pay to Lesser deling operations of tilling are commenced on the leased premiser of the same manual filling are commenced on the leased premiser.	the may from time to be on gas, including ghth (1/8) of the gas, making allowance ye one-eighth (1/8) of yany governmental ck to the wells from may be further ad the or after expiration of producing gas in ons on sald leased a same and shall be embraced in such this lease shall be included in the same of the same and shall be embraced in such this lease shall be included in the same should be same and shall be embraced in such this lease shall be included in the same and shall be embraced in such that shall be embraced in such that shall be included in the same and shall be included in the same and shall be are commenced on are commenced on the same of the same and same commenced on the same and same commenced on the
pooled there delay rentals other than s	with as above provided, before it s or royalties that may be due Le urveying or staking the I scation,	38.4. Drilling operations	ch delay rentals have been m shall be deemed to be comm i necessary for such operati	ede to Lessor, the unacco nenced when the first ma ons.	rued portion of said payment shall be credit terial is placed on the leased premises or the said payment shall be credit.	ed to Lessee on any when the first work,
payment, bu sixty (60) day authorized di delivered or refuse or fall	It Lesses shall not be considered ya lafter receipt or such ordice to repository bank or Lessor (all act mailed. If said named or success it to accept rental, Lesses at 165 no.	Involved to account the private payment. Payment is east known to Lessee and park for any other barries which in default for fa	reof until Lessor has first given to the first given or the formulation of the formulation of the first such date for the which may, as hereinafter flure to make such payment.	en Lessee written notice payment hereunder may payment, and the payment provided have been deal or tender until sixty (60) d	of the non-payment and Lessee shall have for the non-payment and Lessee shall have for the made by check or draft of Lessee delivent or tender will be deemed made when the gnated as depository) should fall or liquidately a fit of Lessee applying the may be designated as depository.	alled for a period of red or malled to the check or draft is so te or for any reason roper recordable in-

h. Lessee should drill a dry note or holes thereon or if after discovery and produc tion of oil or gas the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling, deepening, blugging 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 AM 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 ADH th, but Lessee is then engaged in drilling, deepening, plugging back, or expiration of the primary term, oll or gas is not being produced on the leased premises or o 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, o 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 Lesson 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. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalties and delay rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Said Lessee shall not be required in any event to increase the delay rental or the gas or oil royalty payments hereunder by reason of any royalty or interest in sald oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise, and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royalties thereafter to be made shall be reduced in the same proportion. 11. In case of notice of, or an adverse claim to the premises, affecting all or any part of the delay rentals or royalties, Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader. 12. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals or royalties or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by U.S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to any sum hereunder, Lessee may pay or 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 may pay or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereor. In event or 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 ein 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 KLI 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 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 the obligations imposed by virtue of this instrument. 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. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein premises are situated insofar as the same in any way may affect the purpose for which this lease is made. 16. Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the provisions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and 17. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having assigns. jurisdiction, including restrictions on the drilling and production of wells and the price of oil, gas and other substances covered hereby. When drilling and production of wells and the price of oil, gas and other substances covered hereby. vented or delayed by such laws, rules, regulations or orders, or by Infability to obtain equipment, services, material, water on, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasters or carriers to take or tre or by other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee Kenneth L. Hewitt \$232-24-4636 ACKNOWLEDGMENT COUNTY OF FULTON STATE OF GEORGIA Daisy M. Currie, Notary Public, State at Large, County, in the State aforesaid, do hereby certify that Ann Davis Hewitt and husband Kenneth L. Hewitt Millian I personally known to me to be the same person. whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged they signed, sealed and delivered the said instrument as theime and voluntary act, for the uses and purposes therein set forth, and desired the same to be recorded as such Seal, this 23 day of June A.D. 19 82 Notary Public, Georgia, State at Large My Commission Expires Sept. 13, 1985 ACKNOWLEDGMENT Filed and admitted to record in the office COUNTY OF STATE OF of the Clerk of the County Commission of Riturier said unty, in the State aforesaid, do hereby certify that County, W. Va. [JUL 2 9 1982 personally known to me to be the same person \_\_\_whose name\_\_\_subscribed to the foregoing instrument, appeared before me mis day in person; and acknowledged Book No. 14 ( Page 628 Given under my hand and\_ \_Seal, this\_\_\_ Tester 12: 10 15. 1/14. Clerk (Seal)



STATE OF WEST VIRGINIA
OFFICE OF OIL AND GAS
NOTICE OF EXPIRED PERMIT

RECL. - CHAS.

ermit number:47- 85-6165 ompany:BUCHANAN, WAYMAN ate:27-Jun-85 ate issued: 1/12/83 County:RITCHIE
Farm:W M HERRON,ETAL/HEWITT #1
Well no.:
Date expired:/ / 0

have inspected the above wellsite and found no well work done. Please ancel this well work permit.

Signed Samuel M. Hersman

Date: 9-11-85



#### STATE OF WEST VIRGINIA **DEPARTMENT OF ENERGY** DIVISION OF OIL AND GAS 1615 Washington Street, East Charleston, West Virginia 25311 Telephone: 348-3500

ARCH A. MOORE, JR. Governor

Wayman Buchanan 444 Petroleum Commerce Building 78205 San Antonio, Texas

\_September 23, 1985

In Re:	Permit No:	4/-085-6165
	Farm:	W. H. Herron wt al
	nWell NO:	1
	District: _	Grant
	County: _	Ritchie
	Issued:	1-12-83
The FINAL INSPECTION REPORT for the above caption office. ONLY the Column checked below applies:  The well designated by the above captioned permit XXXX your Blanket Bond.		
		. J. th11 designated
Please return the enclosed cancelled single bond by the above captioned permit number to the sure in your behalf, in order that they may give you	ety company t	hat executed said bond
Your well record was received and reclamation re	equirements a	pproved. In accordance

XXXX PERMIT CANCELLED - NEVER DRILLED

bond coverage for life of the well.

Respectively,

with Chapter 22B, Article 1, Section 26, the above captioned well will remain under

Theodore M. Streit

TMS/ nw

ESTON, WEST VIRGINIA

08/18/2023

JAN 1 0 1983

DEPT, OF MINES

thereon, and producing, saving, treating and transporting the oil and gas therein, together with the right upon approval of the landowners as to location, to construct and maintain all pipe lines, gas or water, or any one or more of them, from the leased premises, together with rights of way over this land of Lessors for the purpose aforesaid; said premises being that tract of land with any reversionary rights therein, situate in Grant District, Ritchie County, West Virginia, and bounded as follows:

	On the	North by	_;
	On the	East by	_;
	On the	South by	_; and
	On the	West by	_;
ng	23.50	acres, more or less to a depth	holow t

containing 23.50 acres, more or less, to a depth below the surface of the ground not to exceed 6500 feet, hereinafter called the "premises".

2. TO HAVE AND TO HOLD said premises for the purposes aforesaid during the term of one (1) year from the date hereof (called "Primary Term"), and as long thereafter as drilling or reworking operations for oil or gas are conducted thereon as hereinafter provided, or oil or gas is marketed therefrom, or this lease is extended by any subsequent provision hereof.

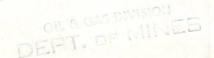
ERALD H. BROOKS

DAM 1 0 1983 08/

3. Lessee agrees to deliver to Lessors, in tanks, tank cars, or pipe lines, a royalty of one-eighth (1/8) of all oil produced and saved from the premises, and to pay to Lessors from the time and while gas therefrom is marketed, as royalty for all gas produced and marketed, the wholesale market value at the point of delivery to the purchasing utility company of one-eighth (1/8) of such gas, based on the usual wholesale price paid for gas at the well in the general locality of the premises. Provided, however, that if at any time during or after the primary term there is a gas well or wells on the premises, and gas is not being used or sold therefrom for a period of one year, due to lack of market or equipment, Lessee thereafter during such time that gas is not being sold therefrom, shall pay to said Lessors, the sum of Five Dollars (\$5.00) per day as shut-in royalty. Such shut-in royalty shall be due on or before the end of each month that said gas well or wells are shut in (the first period commencing on the 366th day of shut in) and payment or tender of such shut-in royalty shall have the same force and effect as production obtained from the premises under paragraph 2 hereof as to the extension of the term of this lease. Such shut-in royalty shall be paid to the royalty owners of the premises entitled thereto. However, no well shall remain shut-in for more than a period of two years; it being agreed that after two years of shut-in. a well is abandoned.

GERALD H. BROOKS
ATTORNEY AT LAW
WESTON, WEST VIRGINIA





- 4. The Lessee covenants and agrees to pay to the landowner, as surface damage, One Thousand Dollars (\$1,000.00) for each well location site; said payment to be made upon the selection of the said site; and in addition thereto pay such actual damages, including damage to and loss of timber as caused by Lessee by the drilling and marketing the said oil and gas, including, but not limited to, roads, pipe lines and tank sites.
- 5. All payments under this lease may be made in cash or by check or draft payable to the order of Paul Herron, and sent by United States Mail, addressed to Paul Herron, 108 Brown Avenue, Weston, West Virginia, 26452, who is hereby nominated and constituted the agent and attorneyin-fact for the Lessors, their heirs, personal representatives and assigns, to accept, receive and receipt for all monies payable by Lessee hereunder. The first said royalty payment shall be paid within ninety (90) days from the date gas and/or oil is marketed from the said premises, and thereafter a payment each ninety (90) days so long as oil and/or gas is marketed from the said premises, or shut-in payments are to be made.
- 6. Lessors hereby covenant and agree that Lessee at its option, but without any obligation to do so, may pay and discharge any and all taxes, mortgages or other liens

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ATTORNEY AT LAW
WESTON, WEST VIRGINIA

-4-

- 15. Lessee when in strict compliance with all of the terms and conditions of this lease may surrender this lease.
- 16. The term "gas" as used herein denotes gas in its natural state as produced from the well, including its content of liquid hydrocarbons and their constituent vapors and all other gases.
- 17. All expressed or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated in whole or in part, nor shall Lessee be held liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.
- 18. The consideration paid for this lease and/or any rentals and/or royalties or shut-in royalties paid by Lessee hereunder is accepted by Lessors as full and adequate consideration for all rights, options and privileges herein granted, including the right of surrender at any time and from time to time.
- 19. Neither this lease, nor any part hereof may be transferred, assigned, or encumbered without the prior written consent of the Lessors to any person, firm or corporation, except to Wayman W. Buchanan and his investors.

GERALD H. BROOKS
ATTORNEY AT LAW
WESTON, WEST VIRGINIA

20. This lease states the entire contract between the parties and no representations or promise, verbal or written, on behalf of either party shall be binding unless contained herein. This contract shall be binding upon each of the parties who shall execute the same, regardless of whether or not all of the parties named as Lessors shall execute it.

During the term of this lease should the present water well become unuseable, the Lessee shall without costs to the said Lessors, replace a similar water supply for domestic use for one residence upon the said premises.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this instrument as of the day and year first above written.

PAUL HERRON, individually

ADA HERRON, JAMES L. HERRON, ELLEN HERRON, NORMAN ZINN, HAZEL MARIE HERRON, WILHEMENIA (Billie) JONES, FREDDIE C. JONES, ADA JEAN OLDAKER, WILLARD T. OLDAKER, LORALEE HERRON, RONDA H. HERRON, DANIEL W. HERRON, JR., and SONJA R. HERRON,

BY Paul Herron, their Attorney-in-fact

COCCUPIED (SEAL)

Paul Herron (SEAL)

RUTH A. ECKES, as Guardian for Kelley M. Herron

MORRIS EXPLORATION COMPANY

BY WILL A WORLD COMPANY

BY WILL A WORLD COMPANY

BY WILL A WORLD COMPANY

GERALD H. BROOKS
ATTORNEY AT LAW
WESTON, WEST VIRGINIA

STATE OF WEST VIRGINIA, COUNTY OF LEWIS, to-wit:

I, Viction A. Red, , a Notary Public in and for the county and state aforesaid, do hereby certify that PAUL HERRON, whose name is signed to the writing hereto annexed, individually and as Attorney-in-fact for Ada Herron, James L. Herron, Ellen Herron, Norman Zinn, Hazel Marie Herron, Wilhemenia (Billie) Jones, Freddie C. Jones, Ada Jean Oldaker, Willard T. Oldaker, Loralee Herron, Ronda H. Herron, Daniel W. Herron, Jr., and Sonja R. Herron, bearing date the 19 th day of Albert 1982, has this day acknowledged the same before me in my said county and state.

1982. Given under my hand this 1844 day of Ortober

My commission expires: Systember 1, 1988

NOTARY PUBLIC

STATE OF WEST VIRGINIA, COUNTY OF UPSHUR, to-wit:

I, but I found and Notary Public in and for the county and state aforesaid, do hereby certify that LORALEE HERRON, as Guardian for Jonathan Tyler Herron, whose name is signed to the writing hereto annexed, has this day acknowledged the same before me in my said county and state.

Given under my hand this // day of October, 1982.

My Commission expires:

NOTARY PUBLIC

GERALD H. BROOKS
ATTORNEY AT LAW
WESTON, WEST VIRGINIA



PAUL HERRON, et al.

to

MORRIS EXPLORATION COMPANY

MORRIS EXPLORATION COMPANY

OIL AND GAS LEASE

OIL AND

08/18/2023

OR SIGNS DIVISION DEPT OF 131

(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 21th day of October , 1982.

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

MORRIS EXPLORATION COMPANY a corporation,

By: \_\_\_\_\_\_\_\_

President

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, to-wit:

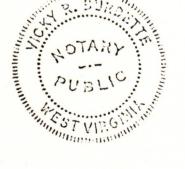
The foregoing instrument was acknowledged before me this

29th day of Cotober, 1982, by Jim P. Morris,

President of MORRIS EXPLORATION COMPANY, a corporation.

My Commission Expires:

NOTARY PUBLIC





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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

(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 5t day of 5 externill, 1982.

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

MORRIS EXPLORATION COMPANY a corporation,

y: Jum 1.

President

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 29th day of September, 1982, by Jim P. Morris, President of MORRIS EXPLORATION COMPANY, a corporation.

My Commission Expires: December,

b. PV

NOTARY PUBLIC



1 (1983)

"Attached to and made a part of Assignment of Oil and Gas Leases dated September 1, 1982, by and between Morris Exploration Company, as Assignor, and Wayman W. Buchanan, as Assignee."

LEASE		LEASE		RECORDED	GROSS
NUMBER	LESSOR	DATE	COUNTY	BK/PG	ACRES
53-10A	James C. Ruble, etux	07/09/82	Wirt	3654446	100 50
18-55D	Mary C. Starcher, single	04/29/82	Jackson	165/440	102.50 54.00
18-59E	Mary C. Starcher, single	05/17/82	Jackson	172/507	
18-100	Ona Anderson, single	07/07/82	Jackson	172/509	70.00
18-70A-2	Basil C. Casto, etux	07/13/82	Jackson	172/505	15.00
43-20A	Ann D. Hewitt, etvir	06/16/82	Ritchie	172/496 146/628	36.50 23.50
43-20B	Sue W. Davis	06/16/82	Ritchie	146/626	23.50
43-21	Ray Cross, etux	06/29/82	Ritchie	146/624	14.00
18-88C	Foster M. Armstong, etux	05/28/82	Jackson	172/494	120.00
18-28C	Leslie M. Smith, etux	07/22/82	Jackson	172/498	59.34
53-11A	Rebecca Phillips, widow	06/05/82	Wirt	165/676	30.19
53-11B	John Chadock, etux	06/05/82	Wirt	165/680	30.19
53-11C	Lucille Hescht, widow	06/05/82	Wirt	165/682	30.19
53-11D	Warren Valentine, widower		Wirt	165/684	30.19
53-11E	Carl Swisher, widower	06/05/82	Wirt	165/686	30.19
53-12A	Grace Kirby, etvir	07/19/82	Wirt	165/688	13.50
53-12B	A. P. Scott, etux	07/10/82	Wirt	165/690	13.50
53-12C	Alice Mills, widow	07/19/82	Wirt	165/694	13.50
18-88D	Ollie Armstrong, widow	05/28/82	Jackson	172/706	120.00
43-22	Christine Savage, etal	07/27/82	Ritchie	147/109	75.50
53-12D	Alma D. Marshall, etal	07/19/82	Wirt	165/692	13.50
53-12E	J. S. Scott, etux	07/19/82	Wirt	165/696	13.50
53-12F	Mabel Vanpelt, etvir	07/19/82	Wirt	165/666	13.50
43-12-1	Mildred Congrove	07/24/82	Ritchie	146/623	
43-12-2	Floral Kincaid, etux	07/28/82	Ritchie	147/106	
53-12G	Inez Gillam, etvir	07/19/82	Wirt	165/670	13.50
53-12H	Irven H. Scott, etux	07/19/82	Wirt	165/668	13.50
53-12I	Geraldine Conway, etvir	07/19/82	Wirt	165/674	13.50
53-12J	Roxie P. Fowler, etvir	07/19/82	Wirt	165/672	13.50
53-13	Jess Ashley, etux	08/02/82	Wirt	165/698	20.00
53-14	Larry Mills, widow	08/03/82	Wirt	165/700	42.00
18-101	Jack H. Hopper, etux	07/06/82	Jackson	172/704	42.98
43-23	Alfred D. Simmons, Agent	07/29/82	Ritchie	147/113	10.00
43-4-1	Tony R. Smith, etux	06/25/82	Ritchie	147/111	14 50
53-15A	Mitchell J. Belt, single	08/09/82	Wirt	165/774	14.50 14.50
53-15B	Charles R. Glover, etal	08/05/82	Wirt	165/772	50.00
43-24A	Clifton Valentine, etux	08/06/82	Ritchie Pleasants	147/372	127.50
37-1A	J. R. Dawkins, etux	05/24/82	Pleasants	177/553	127.50
37-1B	Edward T. Parsons, etux	05/21/82	Wirt	176/48	13.50
53-12K	Jeanette Paugh, etal	07/19/82 08/09/82	Wirt	165/854	37.00
53-17A	Lillie W. Yost, etvir	08/09/82	Wirt	165/858 165/856	37.00
53-17B	Fred H. Pepper, etal		Wirt	165/852	13.50
53-12L	Mildred Blankenship etvi	08/04/82	Ritchie	147/631	175.00
43-30B	William O. Boston, etal	08/11/82	Ritchie	147/633	175.00
43-30C	Oris Hanlon, etal	08/04/82	Ritchie	147/791	175.00
43-30D	Carrie Caton, widow Georgia L. Flasher, wido		Wirt	165/850	13.50
53-12M		07/16/82	Ritchie	147/629	
43-12-5	Helen V. Braden, etvir Rosalie Valentine	07/13/82	Ritchie	147/625	
43-12-3		07/20/82	Ritchie	147/627	
43-12-4	Earnest E. Vanscoy Mary K. Collins	07/30/82	Ritchie	147/776	
43-12-6	Anna Cooper, etvir	08/25/82	Ritchie	147/778	
43-12-7	Eva P. Joachim, etvir	08/24/82	Ritchie	147/774	
43-12-8	James F. Beckett, etal	08/13/82	Ritchie	147/780	10.00
43-38	Willis R. Moneypenny etu		Ritchie	145/358 08/18/20	66.25
43-39	Mildred Bower, etal	08/09/82	Wirt .	'08/18/20	37.00
53-17C	Donald Criss, etux	08/20/82	Wirt		37.00
53-17D	Sylvia G. Criss, etvir	08/25/82	Wirt		37.00
53-17E 53-17F	Hazel M. Dulaney, etvir	08/26/82	Wirt		37.00
23-175					



Barriet Haylar.

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