



1) Date: October 26, 19 82  
 2) Operator's Well No. Grow #37  
 3) API Well No. 47 State 105 County 1006 Permit

DRILLING CONTRACTOR:

Clint Hurt  
Edens Fork, WV

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

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil  / Gas   
 B (If "Gas", Production  / Underground storage  / Deep  / Shallow )
- 5) LOCATION: Elevation: 946.8' Watershed: Hughes River  
 District: Clay County: Wirt Quadrangle: Girta X (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 George C. Grow, Jr. 12) COAL OPERATOR None  
 Address 626 Shadowlawn Drive Address \_\_\_\_\_  
Westfield, NJ 07090  
 Acreage 99
- 8) SURFACE OWNER Westvaco 13) COAL OWNER(S) WITH DECLARATION ON RECORD:  
 Address Box 577 Name \_\_\_\_\_  
Rupert, WV 25984 Address \_\_\_\_\_  
 Acreage 99 Name \_\_\_\_\_  
 9) FIELD SALE (IF MADE) TO: Address \_\_\_\_\_
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED  
 Name Deo Mace Address \_\_\_\_\_  
Rt. 1, Box 5  
Sandridge, WV 25274
- 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, Brallier Shale
- 17) Estimated depth of completed well,  3500 feet
- 18) Approximate water strata depths: Fresh, 120 feet; salt, 560 feet.
- 19) Approximate coal seam depths: None Is coal being mined in the area? Yes \_\_\_\_\_ / No
- 20) CASING AND TUBING PROGRAM

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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			1500	Circ.		
Production	4 1/2			X			3500	350 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 K. Burdette Signed: J. P. Morris  
 My Commission Expires 12-1-90 Its: Designated Agent

OFFICE USE ONLY  
 DRILLING PERMIT

Permit number 47--105--1006 Date 10-28-82 19 01/12/2024

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 6-28-83 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>BLANKET</u>	Agent: <u>OK</u>	Plat: <u>M.S.</u>	Casing: <u>M.S.</u>	Fee: <u>1714</u>
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Fred Burdette  
 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.

DRILL PERMIT WAIVER

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

01/12/2024

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

By \_\_\_\_\_

Its \_\_\_\_\_



IV-9  
(Rev 8-81)

DATE Oct. 22, 1982

WELL NO. Grow No. 37

API NO. 47-105-1006

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 WV Pulp and Paper

SOIL CONS. DISTRICT Little Kanawha

Revegetation to be carried out by Unown Contractor (Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 10-25-82

(Date)  
Jarrett Newton  
(SCD Agent)

ACCESS ROAD

LOCATION

Structure Drainage Ditch (A)  
Spacing \_\_\_\_\_  
Page Ref. Manual 2:12

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

Structure Culvert (B)  
Spacing 12" Min-30" Max I. D.  
Page Ref. Manual 2:7 & 2:8

Structure \_\_\_\_\_ (2)  
Material Straw  
Page Ref. Manual 3:6 & 3:7

Structure Cross drains (C)  
Spacing 135' -400'  
Page Ref. Manual 2:1 & 2:4

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

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

REVEGETATION

Treatment Area I

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  
Crown Vetch 10 lbs/acre  
\_\_\_\_\_ lbs/acre

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.

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.

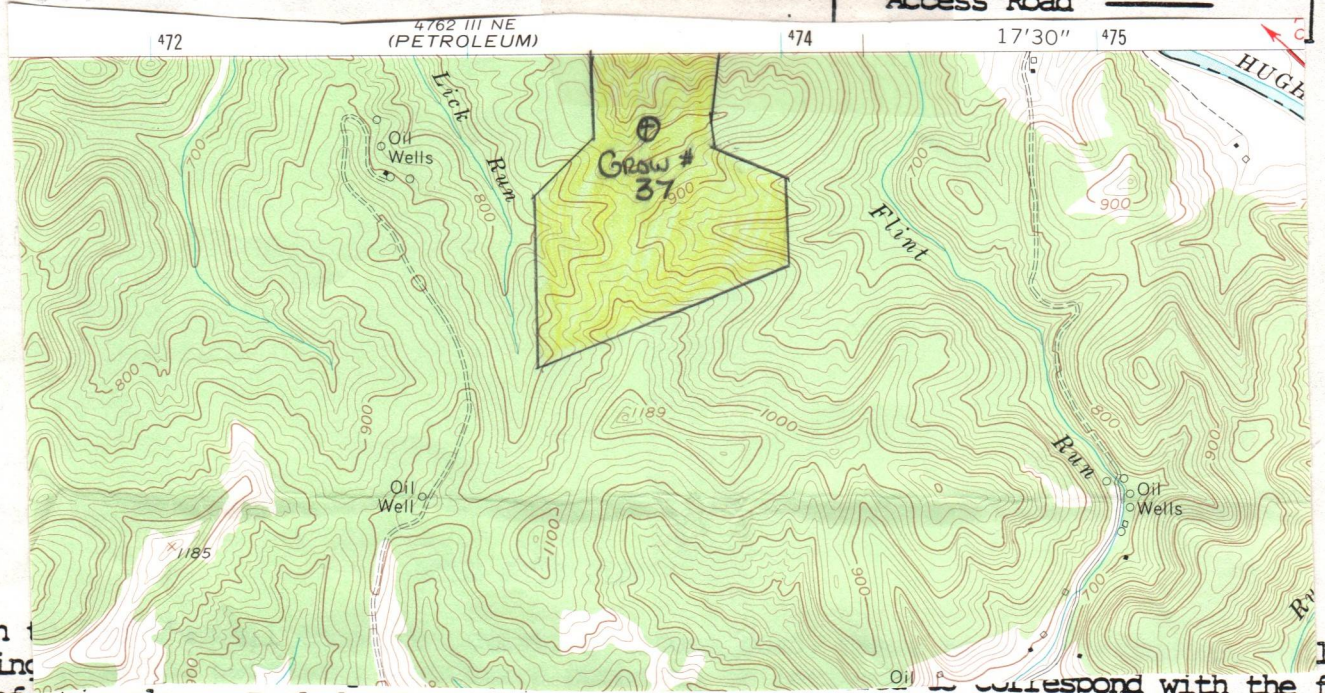
01/12/2024

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

**LEGEND**


Well Site 


Access Road 





Sketch of drilling site, part of this plan. Include all natural drainage. Correspond with the first site.


**LEGEND**

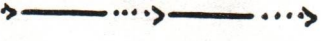
Property boundary 


Road 


Existing fence 


Planned fence 


Stream 


Open ditch 


Diversion 

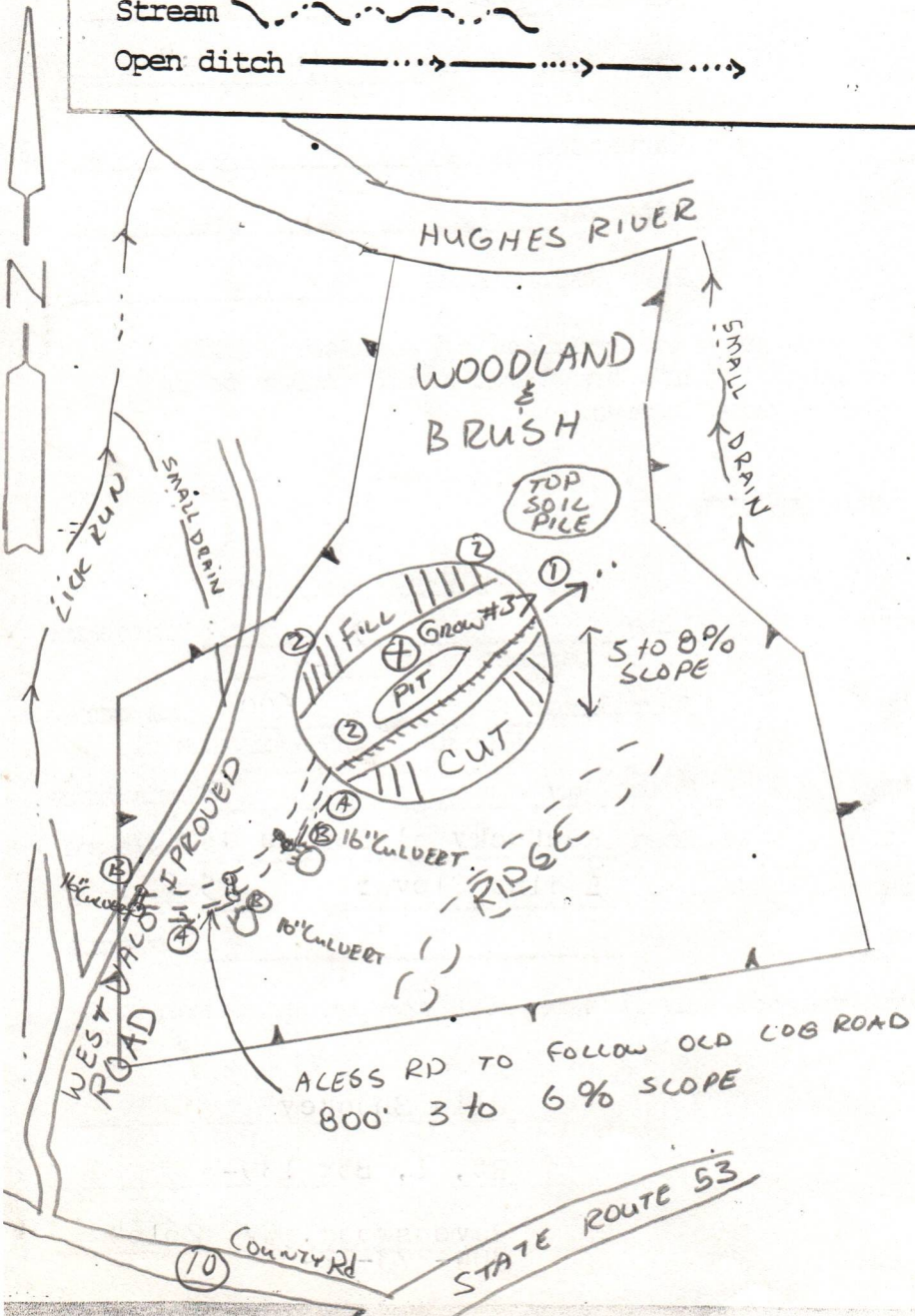
Spring 

Wet spot 

Building 

Drain pipe 

Waterway 



- Location**
1. Location is on a point leading down off of the main ridge, woodland, a 5 to 8% slope.
  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 crss drains.
  5. Reclamation will be done 6 mos after well is completed.

01/12/2024



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 "test" thereon or 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 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 the ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader.

12. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals or royalties or in the status of a 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 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 downer 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.

18 through 24, inclusive - See Attachment "A"

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

WITNESS  
Barbara H. Catanzaro

George C. Grow Jr.  
 GEORGE C. GROW, JR.

This Document Prepared by:  
Fred D. Clark  
CLARK & THOMPSON, L.C.  
Suite 612, Peoples Bldg.  
Charleston, WV 25301

GEORGE C. GROW, INC.,  
a New Jersey Corporation  
 BY George C. Grow, Jr.  
 Its President

COUNTY OF UNION STATE OF NEW JERSEY  
BARBARA H. CATANZARO  
 County, in the State aforesaid, do hereby certify that GEORGE C. GROW, JR.

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

Given under my hand and Seal, this 21<sup>ST</sup> day of SEPTEMBER A.D. 19 82  
 My commission expires MARCH 7 1986  
 BARBARA H. CATANZARO  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires Mar. 7, 1986  
 ACKNOWLEDGMENT

Barbara H. Catanzaro

01/12/2024

COUNTY OF UNION STATE OF NEW JERSEY  
BARBARA H. CATANZARO  
 County, in the State aforesaid, do hereby certify that GEORGE C. GROW, JR., PRESIDENT OF GEORGE C. GROW, A NEW JERSEY CORPORATION

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

Given under my hand and Seal, this 21<sup>ST</sup> day of SEPTEMBER A.D. 19 82  
 My commission expires MARCH 7 1986  
 BARBARA H. CATANZARO  
 NOTARY PUBLIC OF NEW JERSEY

Barbara H. Catanzaro

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18. LESSOR hereby excepts and reserves all formations from the surface of the herein leased premises to the top of the Big Lime formation.

19. In addition to the one-eighth (1/8) royalty interest reserved by LESSOR in paragraph 5, herein, LESSOR reserves an additional one-thirty second (1/32) royalty interest, so that wherever in paragraph 5, herein, the term "one-eighth, (1/8)" appears, it shall be read as "five-thirty seconds, (5/32)".

20. In addition to the royalty interests specified herein, LESSOR shall receive a One-Sixteenth (1/16th) working interest in any well drilled under the terms of this agreement after LESSEE has recouped all drilling and production costs applicable to such well, together with the recoupment by LESSEE of any and all bonus payments paid to LESSOR and all associated acreage costs paid by LESSEE for the total acreage specified herein. Working interest shall be defined as Eighty per cent (80%) of the gross proceeds from any well less One Hundred per cent (100%) of all costs incurred in the drilling and production of said well. The working interest herein provided to LESSOR shall be a net profits interest and LESSOR shall not be required to prepay any costs incurred by said working interest. It is agreed that drilling costs for each well shall be considered recouped when all monies spent for the drilling of such well have been recovered by LESSEE or when LESSEE has recovered Three Hundred Ten Thousand Dollars (\$310,000.00) per well, whichever amount is less. In addition, bonus payments and all associated acreage costs shall be recouped at the rate of Thirty-Six Thousand Five Hundred Dollars (\$36,500.00) per well until all such costs are recouped, making the total maximum recoupable cost per well prior to LESSOR receiving the aforesaid working interest Three Hundred Forty-Six Thousand Five Hundred Dollars (\$346,500.00). It is.

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*George C. Grow, Jr.*  
GEORGE C. GROW, JR.



expressly understood and agreed that recoupable costs herein defined shall not be recouped from or otherwise affect the prompt and timely payment of any and all royalties herein reserved to LESSOR.

21. Each well drilled by LESSEE on the subject acreage will hold One Hundred and Twelve (112) acres thereof by production within the meaning of Paragraph 3, herein, and the location of such acreage around each well shall be determined by the LESSEE in his sole discretion.

22. LESSEE agrees to commence drilling operations for the first well on the subject acreage within ninety (90) days after the execution hereof. The parties hereto recognize that the acreage which is the subject of this Lease is the same acreage which is the subject of an Assignment between these parties bearing even date herewith, and that the commencement of drilling operations upon any of the properties leased or assigned shall be such as to satisfy any drilling commitment as required in said Assignment or this Lease. In order to hold by production the subject acreage as set forth in paragraph 21 herein, LESSEE agrees thereafter to drill additional wells at the rate of one well per each ninety day period. It is understood and agreed that each ninety day time period shall be cumulative for each well drilled and the drilling of additional wells shall not be required until all ninety day time periods established by previously drilled wells have expired. It is further understood and agreed that the provisions of this paragraph relate only to the manner in which the subject acreage or any part thereof is to be held by production and there is no covenant by LESSEE to drill any specific number of wells nor is there any restriction on the maximum number of wells which LESSEE can drill thereon. If LESSEE does not drill the twenty wells necessary to hold the entire leased premises as a producing property, then LESSEE shall release all acreage which is not held as a producing property. The amount of acreage to be released will be determined by

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*George C. Grow, Jr.*  
GEORGE C. GROW, JR.

subtracting the number of wells drilled from twenty and multiplying that number by One Hundred and Twelve (112) acres, and the location of such acreage shall be determined by the LESSEE in his sole discretion.

23. In addition to any other bonus consideration paid to LESSOR, LESSEE agrees to pay LESSOR Ten Thousand Dollars (\$10,000.00) per well as a bonus payment for the eleventh (11th) through twentieth (20th) wells drilled upon the leased premises. Said payment shall be made at the commencement of drilling operations for the eleventh (11th) through and including the twentieth (20th) well so drilled, provided however, that in the event LESSEE is not satisfied with the state of LESSOR'S title to any of the herein leased premises prior to the drilling of said wells, LESSEE may in its sole discretion reject such acreage by the tendering of a release of said acreage, and LESSEE shall receive a credit of Two Hundred Ten Dollars (\$210.00) per gross acre to be credited against payments due LESSOR for drilling the eleventh (11th) through twentieth (20th) wells as provided herein for a maximum credit of One Hundred Thousand Dollars (\$100,000.00). Any amount of the aforesaid credit shall be applied against the Ten Thousand Dollar (\$10,000.00) bonus payments on a well-by-well basis, commencing with the eleventh (11th) well, and shall not be applied on a prorata basis.

24. LESSOR agrees that all monies received by LESSOR under the terms of this Lease shall be applied by LESSOR to discharge in due course all liens of record which affect the subject acreage.

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3

*George C. Grow, Jr.*  
GEORGE C. GROW, JR.

EXHIBIT B

ACREAGE

DATE

RECORDING

DESCRIPTIVE NAME

GRANTEE

GRANTOR

BURNING SPRINGS DISTRICT, WIRT COUNTY, WEST VIRGINIA

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<u>GRANTOR</u>	<u>GRANTEE</u>	<u>DESCRIPTIVE NAME</u>	<u>ACREAGE</u>	<u>DATE</u>	<u>RECORDING</u>
Louis Roberts, et al.	George C. Grow et al	Rathbone Oil Tract	1,129 by deed	11/30/1938 11/10/1937	DB 90/273 DB 89/350
Louis Roberts, et al.	George C. Grow et al	W.H.H. Wheaton Lot	5	11/30/1938 11/10/1937	DB 90/273 DB 89/350
O. E. Grow	George C. Grow	Thorn & Roberts Tract	9	7/31/1936	DB 86/467
O. E. Grow	George C. Grow	W.H.H. Wheaton Lot	8-3/4	7/31/1936	DB 86/467
Mildred Kirby, et al.	George C. Grow, Inc.	Whitecotton Tract	46-3/4	8/17/1981	DB 162/968
Elizabeth Teeter Phillips	George C. Grow, Inc.	Coplin Tract	50	1/9/1982	DB 163/418
L. E. Shuck	George C. Grow	Wetzel Tract	3	6/5/1951	DB 109/99
L. E. Shuck	George C. Grow	Gracy Tract	3 1/2	6/5/1951	DB 109/99
L. E. Shuck	George C. Grow	W.H.H. Wheaton Lot	15	6/5/1951	DB 109/99
L. E. Shuck	George C. Grow	Wetzel Tract	5	6/5/1951	DB 109/99
L. E. Shuck	George C. Grow	Wetzel Tract	5	6/5/1951	DB 109/99
L. E. Shuck	George C. Grow	Wetzel Tract	6	11/30/1938	DB 90/273
Louis Roberts, et al.	George C. Grow et al	Rathbone Lot # 1	7-3/4	11/30/1938	DB 90/273
Louis Roberts, et al.	George C. Grow et al				

*George C. Grow, Jr.*  
GEORGE C. GROW, JR.

CLAY DISTRICT, WIRT COUNTY, WEST VIRGINIA

<u>GRANTOR</u>	<u>GRANTEE</u>	<u>DESCRIPTIVE NAME</u>	<u>ACREAGE</u>	<u>DATE</u>	<u>RECORDING</u>
Val D. Bailey, et al.	George C. Grow	Bailey Tract	67	11/27/1961	DB 122/420
Roberts Oil Company	George C. Grow	California Tract	167 by Deed 253 by Survey	5/20/1929	DB 79/463
Etta Swisher	George C. Grow	Swisher Tract	99	9/23/1944	DB 98/280
John M. Nelson, et al.	George C. Grow	Mary Nelson Tract	43	7/19/1937	DB 88/486
Roberts Oil Company	George C. Grow	Rex Lease	200 by Deed 312 by Survey	5/20/1929	DB 79/463
Roberts Oil Company	George C. Grow	J. F. Dravo Tract	142½	5/20/1929	DB 79/463

GRANT DISTRICT, RITCHIE COUNTY, WEST VIRGINIA

Roberts Oil Company	George C. Grow	Sharpnack Tract	62½	4/20/1929	DB 95/322
H. H. Haynes, et al.	George C. Grow	Deem Tract	65	12/20/1939	DB 107/186
TOTAL ACREAGE			<u>2,337.75</u>		

RECEIVED  
OCT 26 1982  
OIL & GAS DIVISION  
DEPT. OF MINES  
01/12/2024

861  
*George C. Grow, Jr.*  
GEORGE C. GROW, JR.

A-9

ANDREA MCCOY

Received for Record on the 29 day of Sept  
 1982 at 3:55 O'clock P.M.  
 Recorded in the Office of the Clerk of the County Commission of Wirt County, W. Va.  
 In Deed Book No. 106 at page 131  
Barbara Chumant  
 Clerk Wirt County Commission  
\$ 4.00 PAID

**RECEIVED**  
 OCT 26 1982  
 OIL & GAS DIVISION  
 DEPT. OF MINES

Filed and admitted to record in the office of the Clerk of the County Commission of Ritchie County, W. Va. SEP 29 1982  
 19 at 9:00 O'clock A M  
 Recorded in LEASE  
 Book No. 148 Page 7  
 Tester: Linda B. Moore

00/12/2024

B-12



State of West Virginia

Department of Mines  
Oil and Gas Division

Charleston 25305

November 3, 1982

WALTER N. MILLER  
DIRECTOR

THEODORE M. STREIT  
ADMINISTRATOR

Wayman Buchanan  
c/o Jim Morris  
414 Peoples Bldg.  
Charleston, W.Va. 25301

IN RE: PERMIT NO. WIRT-1006  
FARM Westvaco  
WELL NO. George Crow # 37  
DISTRICT Clay  
COUNTY Wirt

Gentlemen:

The final inspection report for the above described well has been received in this office. Only the column checked below applies.

XXXXX The well designated by the above permit number has been released under your Blanket Bond. (Permit Cancelled - Re-Issued under Permit No: WIRT-1009)

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

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

Very truly yours,

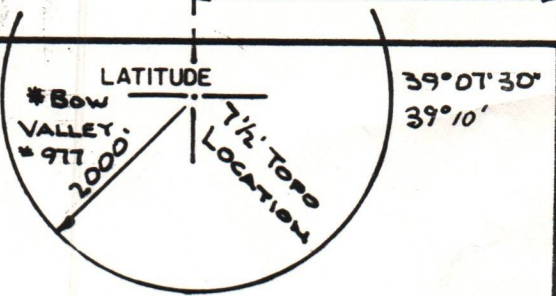
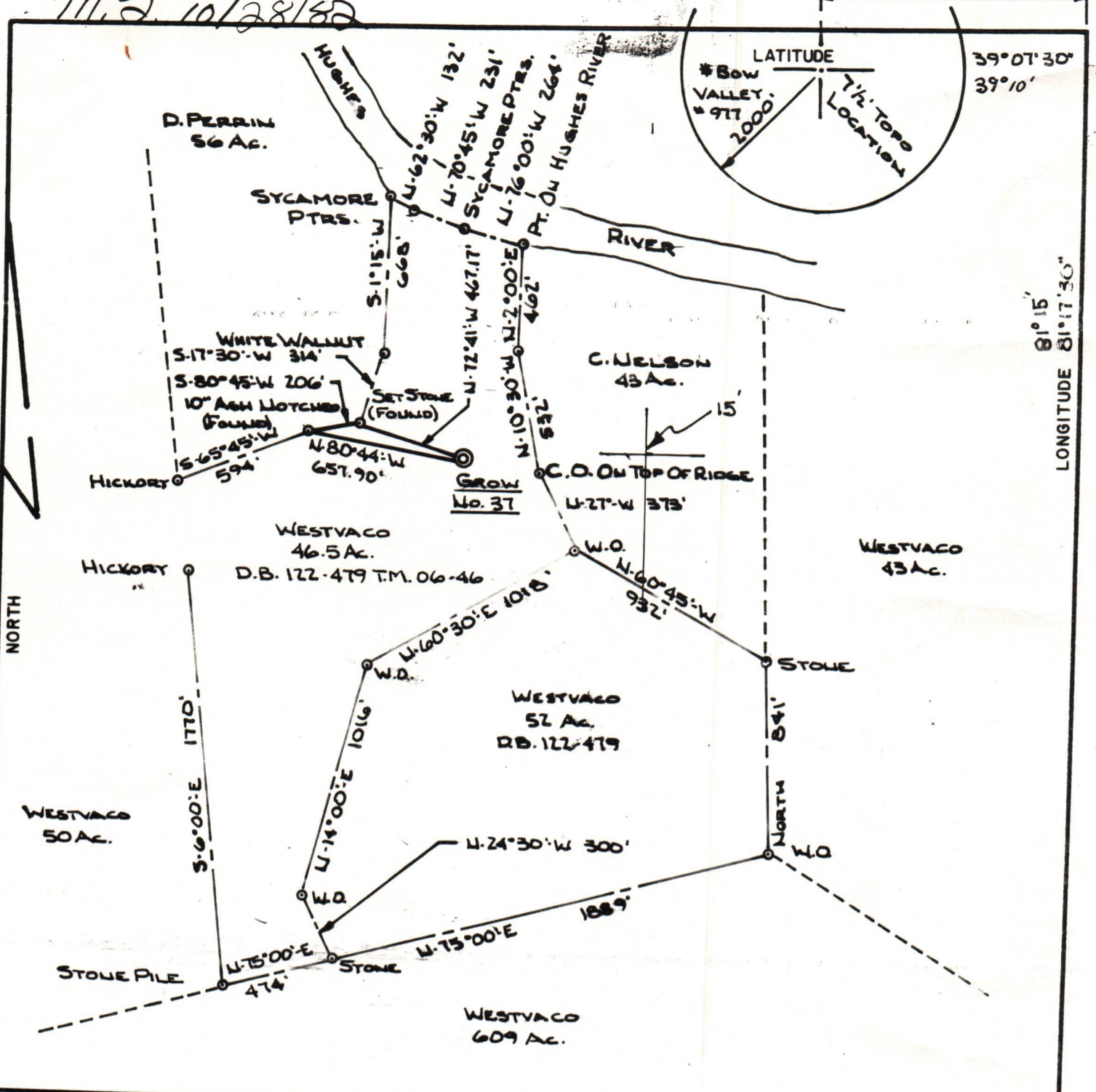
Theodore M. Streit

*no final  
2/20/83  
faye*

MS:rl

01/12/2024

M.D. 10/28/82



FILE NO. F.B. 35  
 DRAWING NO. 82116  
 SCALE 1" = 600'  
 MINIMUM DEGREE OF ACCURACY 1:200  
 PROVEN SOURCE OF ELEVATION 911 BOW VALLEY WELL  
EL. 883.21' EAST 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) Wayne Buchanan  
 G.P.E. \_\_\_\_\_ L.L.S. 434

PLACE SEAL HERE

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



Department of Mines  
 Oil & Gas Division

DATE 10-23, 19 82  
 OPERATOR'S WELL NO. Grow 16 37  
 API WELL NO. 47-105-1006  
 STATE COUNTY PERMIT

*Cancelled See Unit-1009*

WELL TYPE: OIL \_\_\_ GAS X LIQUID INJECTION \_\_\_ WASTE DISPOSAL \_\_\_  
 (IF "GAS", PRODUCTION \_\_\_ STORAGE \_\_\_ DEEP \_\_\_ SHALLOW X)  
 LOCATION: ELEVATION 946.8' WATER SHED HUGHES RIVER  
 DISTRICT CLAY COUNTY WIRT  
 QUADRANGLE GIRTA (7.5')

SURFACE OWNER WESTVACO ACREAGE 99  
 OIL & GAS ROYALTY OWNER GEORGE GROW LEASE ACREAGE 99

01/12/2024

PROPOSED WORK: DRILL X CONVERT \_\_\_ DRILL DEEPER \_\_\_ REDRILL \_\_\_ FRACTURE OR STIMULATE \_\_\_ PLUG OFF OLD FORMATION \_\_\_ PERFORATE NEW FORMATION \_\_\_ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_

PLUG AND ABANDON \_\_\_ CLEAN OUT AND REPLUG \_\_\_  
 TARGET FORMATION BRALLIER SHALE ESTIMATED DEPTH 3500'  
 WELL OPERATOR WAYMAN BUCHANAN DESIGNATED AGENT JIM P. MORRIS  
 ADDRESS SAN ANTONIO, TEXAS ADDRESS CHARLESTON, W. VA.