



1) Date: December 16, 19 82  
 2) Operator's Grow #10  
 Well No. \_\_\_\_\_  
 3) API Well No. 47 105 XXXX 104  
 State County 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: 965.35 Watershed: Burning Springs  
 District: Burning Springs County: Wirt Quadrangle: Burning Springs  
 6) WELL OPERATOR Wayman W. Buchanan 11) DESIGNATED AGENT Leroy Hopkins  
 Address 444 Petroleum Commerce Bldg. Address P. O. Box 106  
San Antonio, Texas 78205 Kenna, WV 25248  
 7) OIL & GAS ROYALTY OWNER George C. Grow, Jr. 12) COAL OPERATOR None  
 Address 626 Shadowlawn Drive Address \_\_\_\_\_  
Westfield, NJ 07090  
 Acreage 1063 13) COAL OWNER(S) WITH DECLARATION ON RECORD:  
 8) SURFACE OWNER Same as above Name \_\_\_\_\_  
 Address \_\_\_\_\_ Address \_\_\_\_\_  
 Acreage 1063 Name \_\_\_\_\_  
 9) FIELD SALE (IF MADE) TO: Address \_\_\_\_\_  
 Address \_\_\_\_\_  
 10) OIL & GAS INSPECTOR TO BE NOTIFIED Name \_\_\_\_\_  
 Name Deo Mace Address \_\_\_\_\_  
 Address Rt. 1, Box 5 Address \_\_\_\_\_  
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, Devonian Shale  
 17) Estimated depth of completed well, 4500 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

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 DEC 17 1982  
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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			1500	Circ.	
Production	4 1/2			X			4500	450 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: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

Signed: Leroy Hopkins  
 Its: Designated Agent

OFFICE USE ONLY  
 DRILLING PERMIT

Permit number 47-105-1041 December 21, 1982  
 Date 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 August 21, 1983 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>Blanket</u>	Agent: <u>OK</u>	Plat: <u>MS</u>	Casing: <u>MS</u>	Fee: <u>1916</u>
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Administrator, Office of Oil and Gas

Line Item Explanation

- 1) Date of Application
- 2) Your well name and number
- 3) To be filled out by office of oil & gas
- 4A) "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves underground reservoirs: "Gas" means all natural gas and all other fluid hydrocarbons not defined as oil.
- 4B) "Shallow well" means any well drilled and completed in a formation above the top of the uppermost member of the "Onondaga Group" or a depth less than six thousand feet, whichever is shallower.  
 "Deep well" means any well drilled and completed in a formation at or below the top of the uppermost member of the "Onondaga Group" or at a depth less than six thousand feet, whatever is shallower.
- 5) Where well is located
- 6) Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office
- 7) Use separate sheet if necessary
- 8) Present surface owner at time application is filed.
- 9) Optional
- 11) See Reg. 7.01 relating to code §22-4-1k
- 12) "Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine. See Note 24
- 13 & 14) As per §22-4-20; See Note 24
- 15) Work that will be attempted—A separate Form IV-2 shall not be required for fracturing or stimulating a well where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the Form IV-2 filed in connection therewith.
- 16) Anticipated formation for which well will be completed
- 17) Self explanatory
- 18) Depth to deepest freshwater, and shallowest salt water, taken from nearby wells corrected for differences in elevation
- 19) All coal seam depths
- 20) Proposed casing program and cementing refer to Code 22-4-5, 22-4-6, 22-4-7, 22-4-8, 22-4-8a Reg 9.01, 15.01, 15.02, 15.03, 15.04, 25.01, 25.02, 25.03, 25.04
- 21) Code 22-4-11(c) - In lieu of filing the lease or leases or other continuing contract or contracts, the applicant for a permit described herein may file the following:
  - (1) A brief description of the tract of land including the district and county wherein the tract is located;
  - (2) The identification of all parties to all leases or other continuing contractual agreements by which the right to extract, produce or market the oil or gas is claimed;
  - (3) The book and page number wherein each such lease or contract by which the right to extract, produce or market the oil or gas is recorded;
  - (4) A brief description of the royalty provisions of each such lease or contract.
- 22) Code 22-4-11(d) and 22-4-11(e).
- 23) Regulation 7.02 of the Department of Mines provides that the original and four copies of Form IV-2 must be filed with the Department, accompanied by (i) a plat in the form prescribed by Regulation 11, (ii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code §22-4-2, (iii) Form IV-9, "Reclamation Plan", applicable to the reclamation required by Code §22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fee required by Code §22-4-12a, and (v) if applicable, the consent required by Code §22-4-8a from the owner of any water well or dwelling within 200 feet of the proposed well.
- 24) **The above named coal operator, coal owner(s), and coal lessee are hereby notified that any objection they wish to make or are required to make by Code §22-4-3 must be filed with the Department of Mines within fifteen (15) days after the receipt of this Application by the Department.**

The following waiver must be completed by the coal operator and by any coal owner or coal lessee who has recorded a declaration under Code 22-4-20, if the permit is to be issued within fifteen (15) days of receipt thereof.

WAIVER

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

01/12/2024

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

By \_\_\_\_\_

Its \_\_\_\_\_

A-4



DATE Dec. 14, 1982

WELL NO. Grow No. 10

State of West Virginia

API NO. 47-105-1041

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 Leroy Hopkins  
Address Kenna, WV  
Telephone 372-8305

LANDOWNER George Grow  
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: 12-15-82

(Date)

Jarrett Newton  
(SCD Agent)

ACCESS ROAD

LOCATION

Structure Drainage Ditch (A) 982  
Spacing \_\_\_\_\_  
Page Ref. Manual 2:12

Structure Diversion Ditch (1)  
Material Earthen  
Page Ref. Manual \_\_\_\_\_

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  
273-2246


PHONE NO. \_\_\_\_\_


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

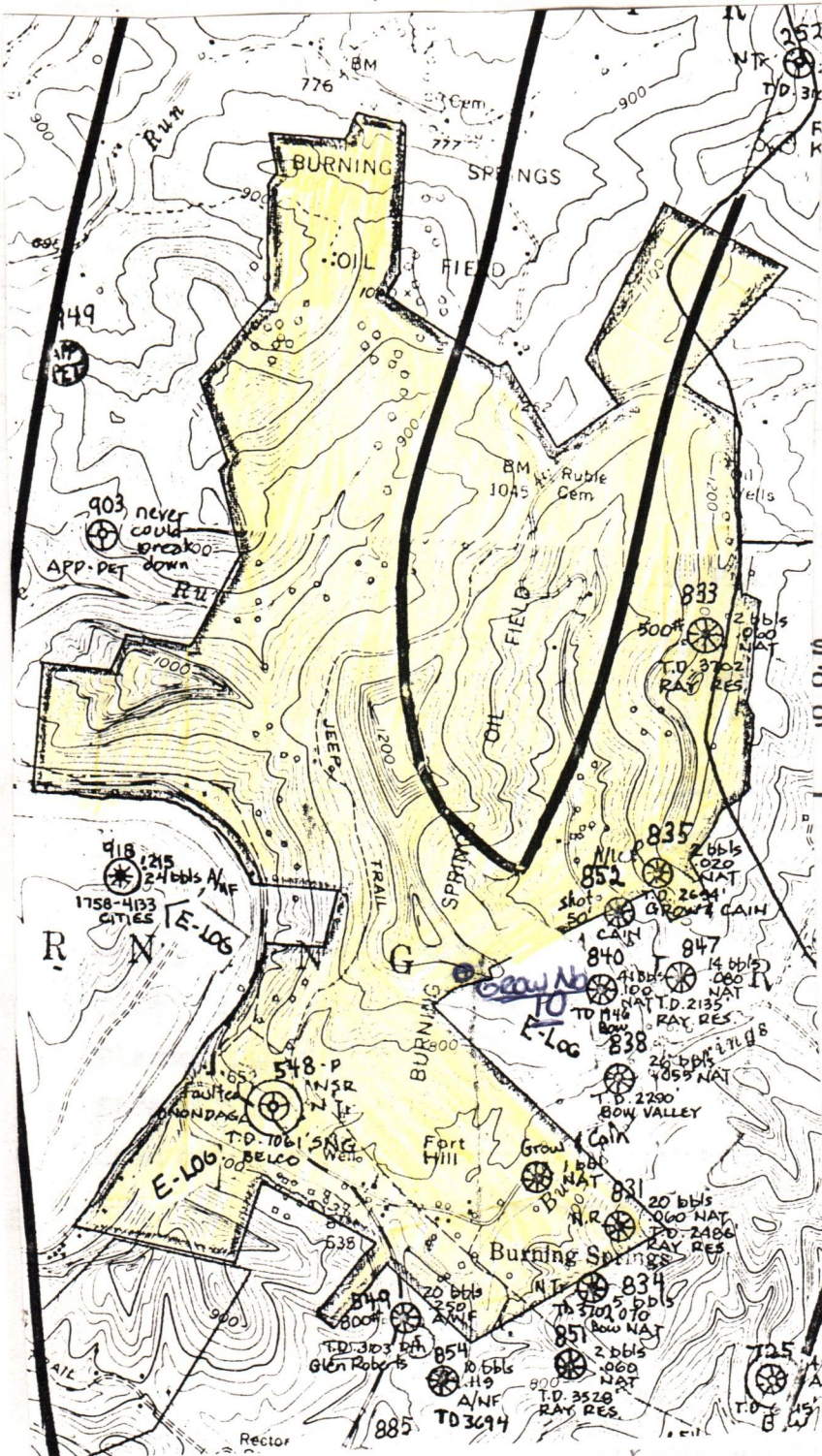
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ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE Burning Springs (7.5')


**LEGEND**


Well Site 


Access Road 





ss road, roads to be constructed, wellsite and lettered to correspond with the first ge.


Diversion 

Spring 

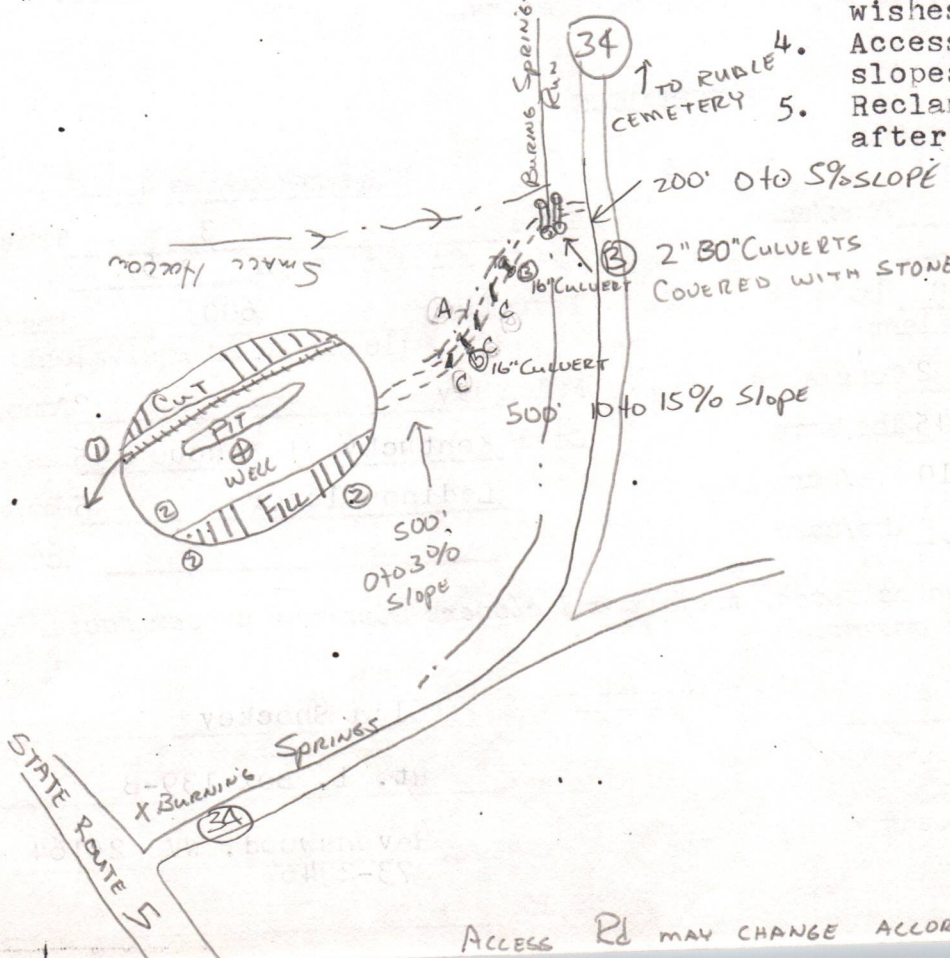
Wet spot 

Building 

Drain pipe 

Waterway 

1. Location is woodland, 2 to 5% slope, on a large flat below top of ridge.
2. Size of location 225' X 225'.
3. A timber will be cut and stacked according to land owner wishes.
4. Access road will have side slopes and cross drains.
5. Reclamation will be done 6 mos after well is completed.



01/12/2024

ACCESS Rd MAY CHANGE ACCORDING TO R.W. AGREEMENTS

# Oil and Gas Lease

43-14-100  
53-18

Foot Note PAGE 131

Agreement Made and entered into the 15th day of September A.D. 1982 by and between

George C. Grow, Jr. and George C. Grow, Inc., a New Jersey Corporation.  
626 Shadowlawn Dr.  
Westfield, NJ 07090

parties of the first part hereinafter called Lessor and Wayman W. Buchanan, 444 Petroleum Commerce Building, San Antonio, Texas 78205, party of the second part, hereinafter called Lessee.

1. That for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid by Lessee, the receipt of which is hereby acknowledged, and of covenants and agreements hereinafter contained, Lessor does hereby grant, demise, lease, and let unto 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 removing therefrom, and from lands operated therewith, brine and other refuse and injecting the same, gas, and any other substances into the subsurface thereof, (c) 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 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 Clay and Burning Springs Districts of Wirt County, and Grant District of Ritchie County, State of West Virginia, and described as follows:

All those certain tracts of land described in Exhibit "B" attached hereto and made a part of this oil and gas lease.

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

On the North by \_\_\_\_\_ On the East by \_\_\_\_\_  
On the South by \_\_\_\_\_ On the West by \_\_\_\_\_

containing 2,337.75 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 building 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 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 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.

five

3. It is agreed that this lease shall remain in force for the term of five years from the above date, (hereinafter called the primary term), and as long thereafter as the above described land or any portion thereof 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. The well or wells shall be drilled and operated in accordance with the provisions of the lease and the rules and regulations of the State of West Virginia. Lessee shall be responsible for the cost of drilling and operating the well or wells. Lessee shall be responsible for the cost of repairing and maintaining the well or wells. Lessee shall be responsible for the cost of plugging and abandoning the well or wells. Lessee shall be responsible for the cost of any other operations hereunder.

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 or 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, 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 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 Lessor, making allowance and deduction of a fair and reasonable charge for gathering, compressing and making merchantable such gas and which amount may be 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 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 oil or gas 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 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 as the shut-in royalty on oil) 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 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.

ninety

6. Lessee agrees to commence drilling operations on said premises on or before ninety days from the execution of this lease or pay to Lessor a delay rental at the rate of \$1.00 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. Drilling operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first other than surveying or staking the location, is done thereon which is necessary for such operations.

01/12/2024

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 pay such rental or other payment. 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 to pay such rental or other payment within 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 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 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 statement 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

8. If production of oil or gas on the leased premises or on acreage pooled therewith, Lessee should drill a dry hole 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 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 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 title 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 the 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 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 the leased 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 in and 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

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

43-43  
53-18

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

01/12/2024

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



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 Chumot  
Clerk Wirt County Commission  
\$ 4.00 PAID

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 75

01122024

B-12



State of West Virginia  
Department of Mines  
Oil and Gas Division  
Charleston 25305  
April 14, 1983

WALTER N. MILLER  
DIRECTOR

THEODORE M. STREIT  
ADMINISTRATOR

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

In Re: PERMIT NO: WIRT-1041  
FARM: George C. Grow, Jr.  
WELL NO: 10  
DISTRICT: Burning Springs  
COUNTY Wirt

Gentlemen:

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

- XXXX The well designated by the above permit number has been released under your Blanket Bond. (Permit Cancelled - Re-Issued as: WIRT-1063)
- Please return the enclosed cancelled single bond which covered the well designated by the above permit number to the surety company who executed said bond in your behalf, in order that they may give you credit on their records.
- Your well record was received and reclamation requirements approved. In accordance with Chapter 22, Article 4, Section 2, the above captioned well will remain under bond coverage for life of the well.

Very truly yours,

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

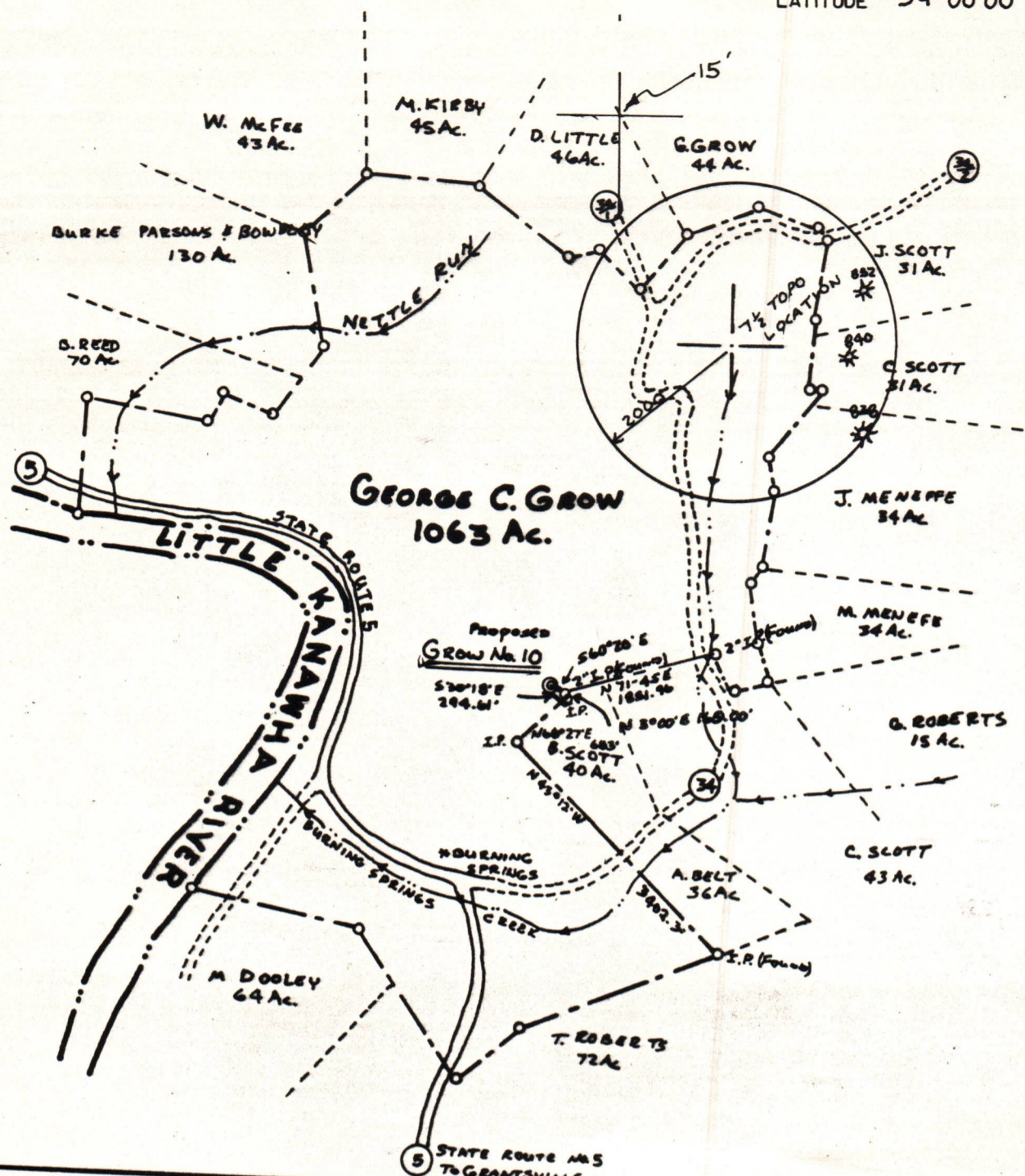
TMS/

01/12/2024

11.2 12/19/82

LATITUDE 39°00'00"

LONGITUDE 81°17'30"



NO. F.B. 36  
 DRAWING NO. B2145  
 SCALE 1" = 2000'  
 ANGLE OF CURVATURE 1:200  
 SOURCE OF INFORMATION RD. INTERSECTION 676  
 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  
 R.P.E. L.L.S. 434

PLACE SEAL HERE

NOTES LOCATION OF ON UNITED STATES GRAPHIC MAPS IV-6



Department of Mines  
 Oil & Gas Division

DATE 12-13, 1982  
 OPERATOR'S WELL NO. Grow No. 10  
 API WELL NO. 47-105-1041  
 STATE COUNTY PERMIT

*Cancelled*  
*See: Wirt-1063*

TYPE: OIL  GAS  LIQUID INJECTION \_\_\_\_\_ WASTE DISPOSAL \_\_\_\_\_  
 (IF "GAS", PRODUCTION \_\_\_\_\_ STORAGE \_\_\_\_\_ DEEP \_\_\_\_\_ SHALLOW   
 ELEVATION 965.35' WATER SHED BURNING SPRINGS  
 DISTRICT BURNING SPRINGS COUNTY WIRT  
 QUADRANGLE BURNING SPRINGS (7.5')  
 OWNER GEORGE GROW ACREAGE 1063  
 GAS ROYALTY OWNER GEORGE GROW LEASE NO. \_\_\_\_\_ LEASE ACREAGE 1063  
 WORK: DRILL  CONVERT \_\_\_\_\_ DRILL DEEPER \_\_\_\_\_ REDRILL \_\_\_\_\_ FRACTURE OR  
 STIMULATE \_\_\_\_\_ PLUG OFF OLD FORMATION \_\_\_\_\_ PERFORATE NEW  
 FORMATION \_\_\_\_\_ OTHER \_\_\_\_\_ PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_  
 AND ABANDON \_\_\_\_\_ CLEAN OUT AND REPLUG \_\_\_\_\_  
 FORMATION DEVONIAN SHALE ESTIMATED DEPTH 4500'  
 OPERATOR WAYMAN BUCHANAN DESIGNATED AGENT LEROY HOPKINS  
SAN ANTONIO, TEXAS ADDRESS KENNA, W. VA.

01/12/2024

REPRINT Co.

Charleston W.V.

EXHIBIT B

DESCRIPTIVE NAME

DATE

RECORDING

GRANTEE

ACREAGE

GRANTOR

BURNING SPRINGS DISTRICT, WIRT COUNTY, WEST VIRGINIA

RECEIVED  
DEC 17 1982

OIL & GAS DIVISION  
DEPT. OF MINES

<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				

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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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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			2,337.75		

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