



1) Date: June 8, 1983  
 2) Operator's Well No. Mason #2  
 3) API Well No. 47 - 033 - 2924  
 State            County            Permit           

DRILLING CONTRACTOR:

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

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil            / Gas X /  
 B (If "Gas", Production X / Underground storage            / Deep            / Shallow X /)
- 5) LOCATION: Elevation:            Watershed: Mudlick Run  
 District: Clay County: Harrison Quadrangle: Shinnston 7 1/2'
- 6) WELL OPERATOR Ten-A-Coal Company 11) DESIGNATED AGENT Pat Cunningham  
 Address Rt. 4, Box 253 Address Rt. 4, Box 253  
Clarksburg, WV 26301 Clarksburg, WV 26301
- 7) OIL & GAS ROYALTY OWNER John & Lorraine Mason, et al 12) COAL OPERATOR W. Va. Coal  
 Address 7 Club Crest Road Address Stonewall Jackson Bldg.  
Fairmont, WV 26554 Clarksburg, WV 26301  
 Acreage 24 acres
- 8) SURFACE OWNER Albert Anderson 13) COAL OWNER(S) WITH DECLARATION ON RECORD:  
 Address 1221 Stewart Street Name W. Va. Coal  
Shinnston, WV 26431 Address Stonewall Jackson Bldg.  
 Acreage 9 acres Clarksburg, WV 26301  
 Name             
 Address
- 9) FIELD SALE (IF MADE) TO:  
 Address
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED  
 Name Steven Casey  
 Address Rt. 2, Box 232-D  
Jane Lew, WV 26378
- 15) PROPOSED WORK: Drill X / Drill deeper            / Redrill            / Fracture or stimulate             
 Plug off old formation            / Perforate new formation             
 Other physical change in well (specify)
- 16) GEOLOGICAL TARGET FORMATION, Elk
- 17) Estimated depth of completed well, 5900 feet  
 18) Approximate water strata depths: Fresh,            feet; salt,            feet.  
 19) Approximate coal seam depths:            Is coal being mined in the area? Yes            / No

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 JUN - 8 1983  
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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	11-3/4	H-40	42#		X	20'	20'		Kinds
Fresh water									
Coal									Sizes
Intermediate	8-5/8	J55	23#	X		1000'	1000	Circulate	by Pak 15-05
Production	4-1/2	J55	10.5#	X		5900'	5900	490 Sks	Depths set by Pak 15-01
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: Mary A. Straley  
 My Commission Expires March 31, 1992.

Signed: Patrick H. Cunningham  
 Its: Partner

OFFICE USE ONLY  
**DRILLING PERMIT**

Permit number 47-033-2924 Date August 2 1983

This permit covering the well operator and well location shown below is evidence of permission granted to drill in accordance with the pertinent legal requirements subject to the conditions contained herein and on the reverse hereof. **Notification must be given to the District Oil and Gas Inspector. (Refer to No. 10) Prior to the construction of roads, locations and pits for any permitted work.** In addition, the well operator or his contractor shall notify the proper district oil and gas inspector 24 hours before actual permitted work has commenced.)

Permit expires April 2, 1984 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>B</u>	Agent: <u>LS</u>	Plat: <u>[Signature]</u>	Casing: <u>[Signature]</u>	Fee: <u>2620</u>
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[Signature]  
 Administrator, Office of Oil and Gas



Line Item Explanation

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

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

WAIVER

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

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

By \_\_\_\_\_

Its \_\_\_\_\_

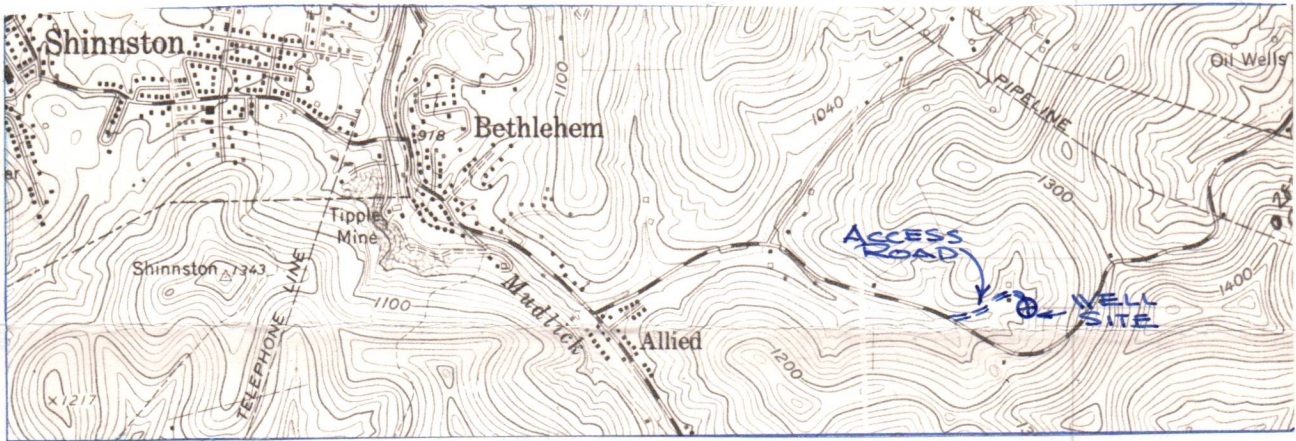


ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE Shinnston, 7.5' (1977)

**LEGEND**

Well Site ⊕

Access Road ———



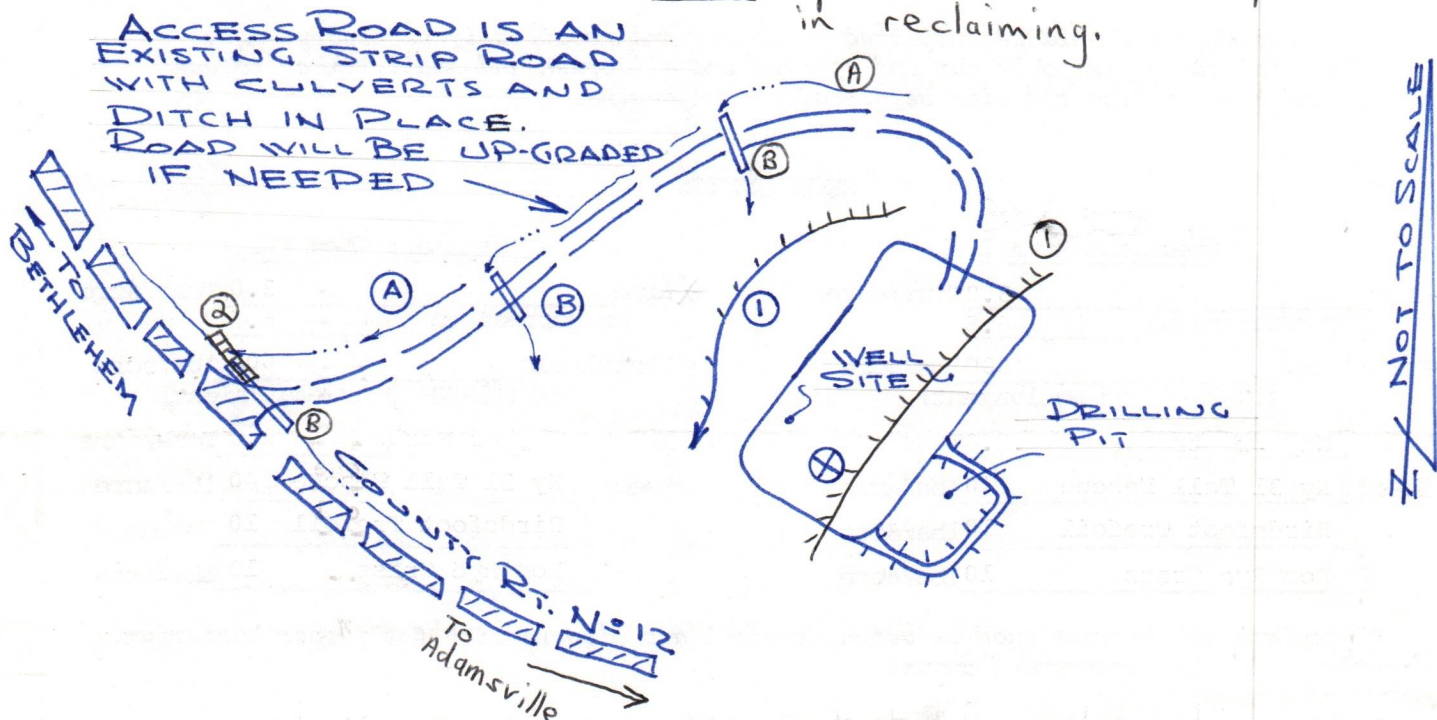
**WELL SITE PLAN**

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

**LEGEND**

Property boundary ———	Diversion ———
Road = = = = =	Spring ⊕ →
Existing fence — x — x —	Wet spot ♀
Planned fence — / — / —	Building ■
Stream ~ ~ ~ ~ ~	Drain pipe — ○ — ○ — ○ —
Open ditch — ···· →	Waterway ⊕ = = = = =

Note: Topsoil will be stockpiled for use in reclaiming.



Comments: Access to the well site will be gained by upgrading an existing strip road, beginning at a junction point in the existing access road off of Harrison County Route 12. The access road will be sloped at 2-3% towards the open ditch. All outlets of drainage structures and ditches will be to stable areas. The well location will be located in a flat cleared area. All brush and timber will be removed from the area to be disturbed prior to any earth moving activities. The road and well site will be brought to desired grade with erosion control structures being installed in conjunction with the grading. Under most conditions, the preceding plan will be followed; however, due to lease restrictions, surface owner request and weather conditions, etc., the plan may be altered. Subsequently, the proper erosion and sediment control measures will be installed.



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JUN 21 1983



IV-9  
(Rev 8-81)

OIL & GAS DIVISION  
DEPT. OF MINES  
State of West Virginia

DATE June 8, 1983  
WELL NO. J. Mason Well #2  
API NO. 47 - 033 - 2924

Department of Mines  
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Ten-A-Coal Company DESIGNATED AGENT Pat Cunningham  
Address Rt. 4, Box 253 Address Rt. 4, Box 253  
Clarksburg, WV 26301 Clarksburg, WV 26301  
Telephone 304/783-5484 Telephone 304/783-5484  
LANDOWNER Albert J. Anderson SOIL CONS. DISTRICT West Fork  
Telephone: 592-1431  
Revegetation to be carried out by Pat Cunningham (Agent)

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

6/16/83  
(Date)  
Kenneth E Knight  
(SCD Agent)

ACCESS ROAD

LOCATION

Structure Drainage Ditch (A) Structure Diversion Ditch (1)  
Spacing (Inside road cuts)  
Along Existing Strip Road Material Earth  
Page Ref. Manual 2-12 to 2-14 Page Ref. Manual 2-12 to 2-13  
Structure Cross Drains & Culverts (B) Structure Sediment Barrier (2)  
Spacing In Place on Existing Road Material Hay or Straw bales  
Page Ref. Manual 2-1 to 2-8 Page Ref. Manual 2-16  
Structure \_\_\_\_\_ (C) Structure \_\_\_\_\_ (3)  
Spacing \_\_\_\_\_ Material \_\_\_\_\_  
Page Ref. Manual \_\_\_\_\_ 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 3.0 Tons/acre  
or correct to pH 6.5  
Fertilizer 600 lbs/acre  
(10-20-20 or equivalent)  
Mulch Hay or Straw 2.0 Tons/acre  
Seed\* Ky 31 Tall Fescue 40 lbs/acre  
Birdsfoot Trefoil 10 lbs/acre  
Dom Rye Grass 10 lbs/acre

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or correct to pH 6.5  
Fertilizer 600 lbs/acre  
(10-20-20 or equivalent)  
Mulch Hay or Straw 2.0 Tons/acre  
Seed\* Ky 31 Tall Fescue 40 lbs/acre  
Birdsfoot Trefoil 10 lbs/acre  
Dom Rye Grass 10 lbs/acre

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

\*Lime according to pH test, PLAN PREPARED BY MSES Consultants

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

ADDRESS 609 West Main Street  
Clarksburg, WV 26301  
PHONE NO. 304/624-9700, 842-3325



47-033-2924

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JUN 23 1983 509656

ATTY. GEN. OFFICE

JUN 22 1983

OIL & GAS DIVISION  
DEPT. OF MINES

FORM IV-7

(REVERSE)

[5-83]

JUL - 8 1983

Oil & GAS DIVISION  
DEPT. OF MINES

STATE OF WEST VIRGINIA  
DEPARTMENT OF OIL & GAS  
1613 WASHINGTON STREET, EAST  
CHARLESTON, WEST VIRGINIA 25305  
BOND FOR SINGLE OIL OR GAS WELL,  
SINGLE LIQUID INJECTION WELL,  
OR SINGLE WASTE DISPOSAL WELL

KNOW ALL MEN BY THESE PRESENTS:

- (1) That we, Ten-A-Coal Company, a partnership
- (2) Rt. 4 Box 253, Clarksburg, WV 26301
- (3) As Principal, and Ohio Farmers Insurance Company
- (4) P.O. Box 876, St. Albans, WV 25177  
a firm and/or a corporation authorized to do business  
in the State of West Virginia, as Surety, are held and firmly  
bound unto the State of West Virginia in the just and full
- (5) sum of Two thousand five hundred dollars (\$ 2,500.00-----) to the  
payment whereof well and truly to make, we bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

WHEREAS, the above bound Principal in pursuance of the provisions of Chapter 22, Article 4, of the Code of West Virginia, 1931, as amended, and the regulations promulgated thereunder, has made or intends to make application to the Deputy Director for Oil and Gas, Department of Mines, of the State of West Virginia for a permit to drill, redrill, deepen, fracture, stimulate, plug, pressure, convert, combine, physically change, partially plug, case and/or reclaim, purchase or acquire, a single oil or gas well or liquid injection well or waste disposal well, located on the waters of Mudlick Run in Clay District, Harrison County, West Virginia, assigned by said Department of Mines API Well No. 47-033-2924 and

WHEREAS, THE Obligee as a condition precedent to the issuance of such Permit or release of other obligation has requested the Principal to furnish a SURETY BOND acceptable to the Obligee guaranteeing the performance of said provisions of Chapter 22, Article 4, of the Code of West Virginia, 1931, as amended, and the regulations promulgated thereunder;

NOW, THEREFORE, the condition of this obligation is such that if the Principal, its personal representatives, successors, heirs and assigns shall either (1) in drilling, redrilling, deepening, fracturing, stimulating, plugging, pressuring, converting, combining, physically changing, partially plugging, casing, and reclaiming, and furnish all reports, information and affidavits as may be required by the Department of Mines, Oil and Gas Division, documenting that said well has been plugged and abandoned in accordance with Chapter 22, Article 4, of the Code of West Virginia, 1931, as amended, and the regulations promulgated thereunder, or (2) deposit with the Deputy Director cash from the sale of the oil and gas or both in the amount of TWENTY-FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00), then this obligation to be void; otherwise to remain in full force and effect.

- (6) This bond shall be effective from the 9th day of June, 1983 to the 9th day of June, 1984

IN WITNESS WHEREOF the said principal has hereunder set his or its hand and affixed his or its seal, and the said surety has caused its corporate name to be signed hereto and its corporate seal to be hereunto affixed by its duly authorized officer or

- (7) agent and executed this instrument this 9th day of June, 1983

(10) Principal (8) TEN-A-COAL COMPANY (Seal)  
Corporate Seal (Principal)

(9) By: Patrick H. Cunningham (Seal)  
Title (Must be President or Vice-President)

(13) Surety (11) OHIO FARMERS INSURANCE COMPANY  
Corporate Seal (Surety)

(12) By: Ward A. Crane  
Ward A. Crane, Attorney-in-Fact

(14) Countersigned: Ward A. Crane  
Ward A. Crane, (Resident West Virginia Agent)

(Address) P.O. Box 1439 Bluefield, WV 24701



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JUL 15 1983

"1,000.00 - PD  
6-25-82 - CA # 2648

MAY 25 1983

OIL & GAS DIVISION  
DEPT. OF MINES

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of July, 1981, by and between JOHN W. MASON and LORRAINE S. MASON, his wife, and HARVEY J. MASON and ELIZABETH L. MASON, his wife, parties of the first part, hereinafter called "Lessor" (whether one or more), and TEN-A-COAL COMPANY, party of the second part, hereinafter called "Lessee".

WITNESSETH, that said Lessor in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and of the covenants hereinafter contained on the part of said Lessee to be paid, kept and performed, has granted, demised, leased and let, exclusively unto Lessee, with covenants of general warranty as to the FIRST TRACT, described hereinbelow, and with covenants of general warranty as to all their right, title and interest in the SECOND TRACT, described hereinbelow, for the purpose and with the rights of drilling, producing and otherwise operating for oil and gas, and laying pipelines and building tanks, roads, stations, and electric powerlines, houses for valves, meters, regulators and other appliances, with all other rights and privileges necessary, incident to or convenient, for the operation of this land alone and co-extensively with neighboring lands, all those two certain tracts of land, situate in Clay District, Harrison County, West Virginia, bounded substantially and described as follows:

FIRST TRACT: Beginning at a white oak in an original line of Samuel Short's heirs, thence S. 35° E. 41.64 poles to a stone; thence S. 17° E. 30 poles to a hickory; thence S. 88° W. 32-1/2 poles to a stone; thence S. 23-1/2° W. 45.32 poles to a stone; thence N. 50-1/2° W. 40 poles to a stone; thence N. 53-3/4° E. 20 poles to a stone; thence N. 6-1/2° E. 53 poles to a stone; thence N. 63° E. 30 poles to the beginning, containing 24 acres, more or less,

and being the same parcel of land conveyed to Alma O. Mason and T. N. Mason, her husband, by Dee Blanche Jaynes and John M. Jaynes, her husband, by deed dated the 7th day of April, 1944, and recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 562, at page 266.

SECOND TRACT: On the North by lands owned now or formerly by Caroline Sapp and Samantha Hardesty, on the East by lands now or formerly owned by D. B. Jaynes and Samuel Southern, on the South by lands owned now or formerly by Hugh Jarvis and Margaret Martin, and on the West by lands now or formerly owned by T. M. Koon and Caroline Sapp, and containing for the purpose of calculation approximately 69 acres, more or less, it being the intent of Lessor to include in this agreement all adjoining lands owned by the Lessor in the said district and county.

The said "Second Tract" is adjacent to the said "First Tract".



WITNESSETH FURTHER, that for and in consideration as stated hereinabove, and the covenants and agreements to be kept, observed and performed, as hereinafter provided, Lessor and Lessee covenant and agree with each other as follows:

1. It is agreed that this lease shall remain in force for a primary term of two years from the date hereof and as long thereafter as the said land is operated by Lessee for the production of oil and gas. It is also agreed that the drilling of a well on either tract described above shall satisfy the Lessee's drilling responsibility and shall be sufficient to maintain the leasehold interest on both of the said tracts.

2.(a) Lessee covenants and agrees to deliver to the credit of Lessor, their heirs or assigns, free of costs, in the pipeline to which said Lessee may connect its wells, a royalty of one-eighth (1/8) of native oil produced and saved from the leased premises.

(b) Lessee covenants and agrees to pay Lessor as a royalty for the native gas from each and every well drilled on said premises producing native gas, an amount equal to one-eighth (1/8) of the gross proceeds received from the sale of same at the prevailing price for gas sold at the well, for all native gas saved and marketed from the said premises, payable quarterly.

3. Lessee agrees to pay to the Lessor the sum of One Thousand Dollars (\$1,000.00) as a rental for the primary term (two years) subject, however, to the right of cancellation hereinafter granted to Lessee, and it is understood and agreed that the rental as hereinbefore provided for is the chief consideration until commencement of a well. The commencement of a well shall, however, be and operate as a full liquidation of all obligations under the provisions of this lease during the remainder of the term hereof. If the Lessee shall begin operations for the commencement of a well during the term of this lease or any extension thereof, the Lessee shall then have the right to complete the drilling of such well, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the term first herein mentioned.

4. All payments under this lease shall be made by check or voucher to the order of \_\_\_\_\_, mailed to \_\_\_\_\_ until the Lessee shall have written notice from the Lessor, their heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require evidencing such change of ownership directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction, shall absolve the Lessee from any liability to any heir or assign of the Lessor. All payments of royalty are to be made according to Lessor's respective interests therein, as hereafter set forth, and this lease shall not be forfeited for Lessee's failure to pay any rentals or royalties until Lessee has received written notice by registered mail of such default and shall fail for a period of thirty (30) days after receipt of such notice to pay same.

5. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the leased premises shall come into dispute or



litigation, or, if in the judgment of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder.

6. If and when drilling or other operations hereunder are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, rule, regulation, requisition or necessity of the government, or as the result of any other cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express 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 Lessee 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.

7. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipelines, houses, buildings, and other structures placed on said premises, including the right to pull and remove all casing and tubing.

8. Lessee shall have the right to assign this lease or any interest and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and rentals as to the acreage assigned to it.

9. It is agreed that said Lessee shall have the privilege of using free of charge sufficient water, oil and gas from the said premises to run all machinery necessary for drilling and operations thereon, and at any time to remove all machinery and fixtures placed on said premises.

10. This instrument may be executed in counterparts each having the same validity as if the original. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as lessor.

11. This lease contains the entire agreement between the parties. All terms, conditions, limitations and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding upon either party.



WITNESS the following signatures:

*John W. Mason*  
John W. Mason

*Lorraine S. Mason*  
Lorraine S. Mason

*Harvey J. Mason*  
Harvey J. Mason

*Elizabeth L. Mason*  
Elizabeth L. Mason

STATE OF WEST VIRGINIA,

COUNTY OF MARION, TO-WIT:

I, *Patricia A. Thompson*, a Notary Public in and for the County and State aforesaid, do certify that John W. Mason and Lorraine S. Mason, his wife, whose names are signed to the writing above, bearing date the 17th day of ~~July~~<sup>August</sup>, 1981, have this day acknowledged the same before me in my said County and State aforesaid.

Given under my hand this 17th day of ~~July~~<sup>August</sup>, 1981.

My commission expires: 1-7-91

*Patricia A. Thompson*  
Notary Public in and for Marion  
County, State of West Virginia



STATE OF VIRGINIA,

COUNTY OF ACCOMACK, TO-WIT:

I, Walter F. Cook, Jr., a Notary Public in and for the County and State aforesaid, do certify that Harvey J. Mason and Elizabeth L. Mason, his wife, whose names are signed to the writing above, bearing date the \_\_\_\_\_ day of July, 1981, have this day acknowledged the same before me in my said County and State aforesaid.

Given under my hand and seal this 8th day of <sup>August</sup>~~July~~, 1981.

My commission expires: 4/10/85

Walter F. Cook, Jr.  
Notary Public in and for Accomack  
County, State of Virginia

[affix notarial seal]

This instrument was prepared by Robert M. Wilson,  
McNeer, Highland & McMunn, Attorneys,  
Empire National Bank Building,  
Clarksburg, West Virginia



Line Item Explanation

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

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

**WAIVER**

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

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

By Paul Havel  
Its PRESIDENT



*Waiver*



1) Date: \_\_\_\_\_, 19\_\_\_\_  
2) Operator's Well No. \_\_\_\_\_  
3) API Well No. 47 State \_\_\_\_\_ County \_\_\_\_\_ Permit \_\_\_\_\_

DRILLING CONTRACTOR: \_\_\_\_\_

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

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil \_\_\_\_\_ / Gas X \_\_\_\_\_  
B (If "Gas", Production X \_\_\_\_\_ / Underground storage \_\_\_\_\_ / Deep \_\_\_\_\_ / Shallow \_\_\_\_\_)
- 5) LOCATION: Elevation: \_\_\_\_\_ Watershed: Mullick Run  
District: Clay County: Marion Quadrangle: Salmon
- 6) WELL OPERATOR Don-A-Coal Company 11) DESIGNATED AGENT \_\_\_\_\_  
Address Box 253 Address Box 253  
Clarksburg, WV 26301 Clarksburg, WV 26301
- 7) OIL & GAS ROYALTY OWNER John & Lorraine Mason et al 12) COAL OPERATOR \_\_\_\_\_  
Address 1221 Crest Road Address \_\_\_\_\_  
Salmon, WV 26554
- 8) SURFACE OWNER Albert Anderson 13) COAL OWNER(S) WITH DECLARATION ON RECORD:  
Address 1221 Stewart Street Name W. Va. Coal  
Salmon, WV 26431 Address Shorewall Jackson Blvd  
Acreage 9 acres Name \_\_\_\_\_  
Address \_\_\_\_\_
- 9) FIELD SALE (IF MADE) TO: \_\_\_\_\_  
Address \_\_\_\_\_
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Address \_\_\_\_\_
- 15) PROPOSED WORK: Drill \_\_\_\_\_ / Drill deeper \_\_\_\_\_ / Redrill \_\_\_\_\_ / Fracture or stimulate \_\_\_\_\_  
Plug off old formation \_\_\_\_\_ / Perforate new formation \_\_\_\_\_  
Other physical change in well (specify) \_\_\_\_\_
- 16) GEOLOGICAL TARGET FORMATION, \_\_\_\_\_
- 17) Estimated depth of completed well, \_\_\_\_\_ feet
- 18) Approximate water strata depths: Fresh, \_\_\_\_\_ feet; salt, \_\_\_\_\_ feet.
- 19) Approximate coal seam depths: \_\_\_\_\_ Is coal being mined in the area? Yes \_\_\_\_\_ / No \_\_\_\_\_

20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		
Conductor									Kinds
Fresh water									
Coal									Sizes
Intermediate									
Production									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: \_\_\_\_\_ Signed: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_ Its: \_\_\_\_\_

OFFICE USE ONLY  
DRILLING PERMIT

Permit number \_\_\_\_\_ Date \_\_\_\_\_

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 \_\_\_\_\_ unless drilling is commenced prior to that date and prosecuted with due diligence.  
Bond: \_\_\_\_\_ Agent: \_\_\_\_\_ Plat: \_\_\_\_\_ Casing \_\_\_\_\_ Fee \_\_\_\_\_  
Administrator, Office of Oil and Gas





State of West Virginia  
Department of Mines  
Oil and Gas Division  
Charleston 25305

RECEIVED  
OCT 25 1985

DIVISION OF OIL & GAS  
DEPARTMENT OF ENERGY

FINAL INSPECTION REPORT  
INSPECTORS COMPLIANCE REPORT

COMPANY Ten A Coal

PERMIT NO 33-292d

FARM & WELL NO Anderson 2

DIST. & COUNTY Clay Harr.

RULE	DESCRIPTION	IN COMPLIANCE	
		YES	NO
23.06	Notification Prior to Starting Work		
25.04	Prepared before Drilling to Prevent Waste		
25.03	High-Pressure Drilling		
16.01	Required Permits at Wellsite		
15.03	Adequate Fresh Water Casing		
15.02	Adequate Coal Casing		
15.01	Adequate Production Casing		
15.04	Adequate Cement Strength		
15.05	Cement Type		
23.02	Maintained Access Roads		
25.01	Necessary Equipment to Prevent Waste		
23.04	Reclaimed Drilling Pits		
23.05	No Surface or Underground Pollution		
23.07	Requirements for Production & Gathering Pipelines		
16.01	Well Records on Site		
16.02	Well Records Filed		
7.05	Identification Markings		

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

*never built  
never drilled*

SIGNED Steve Casey

DATE 10-21-85

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

Administrator-Oil & Gas Division

DATE





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

October 29, 1985

Ten-A-Coal Company  
 Rt. 4, Box 253  
 Clarksburg, Wva. 26301

In Re: Permit No: 033-2924  
 Farm: John & Lorraine Mason  
 Well NO: Two  
 District: Clay  
 County: Harrison  
 Issued: 8-2-83

Gentlemen:

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

     The well designated by the above captioned permit number has been released under your Blanket Bond.

Please return the enclosed cancelled single bond which covered the well designated by the above captioned permit number to the surety company that executed said bond XXX 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 22B, Article 1, Section 26, the above captioned well will remain under bond coverage for life of the well.

XXX PERMIT CANCELLED - NEVER DRILLED

Respectively,

Theodore M. Streit

TMS/ chm

Encl: \$2,500.00 Single Bond dated 6-9-83 (Ohio Farmers Insurance Co., Surety)



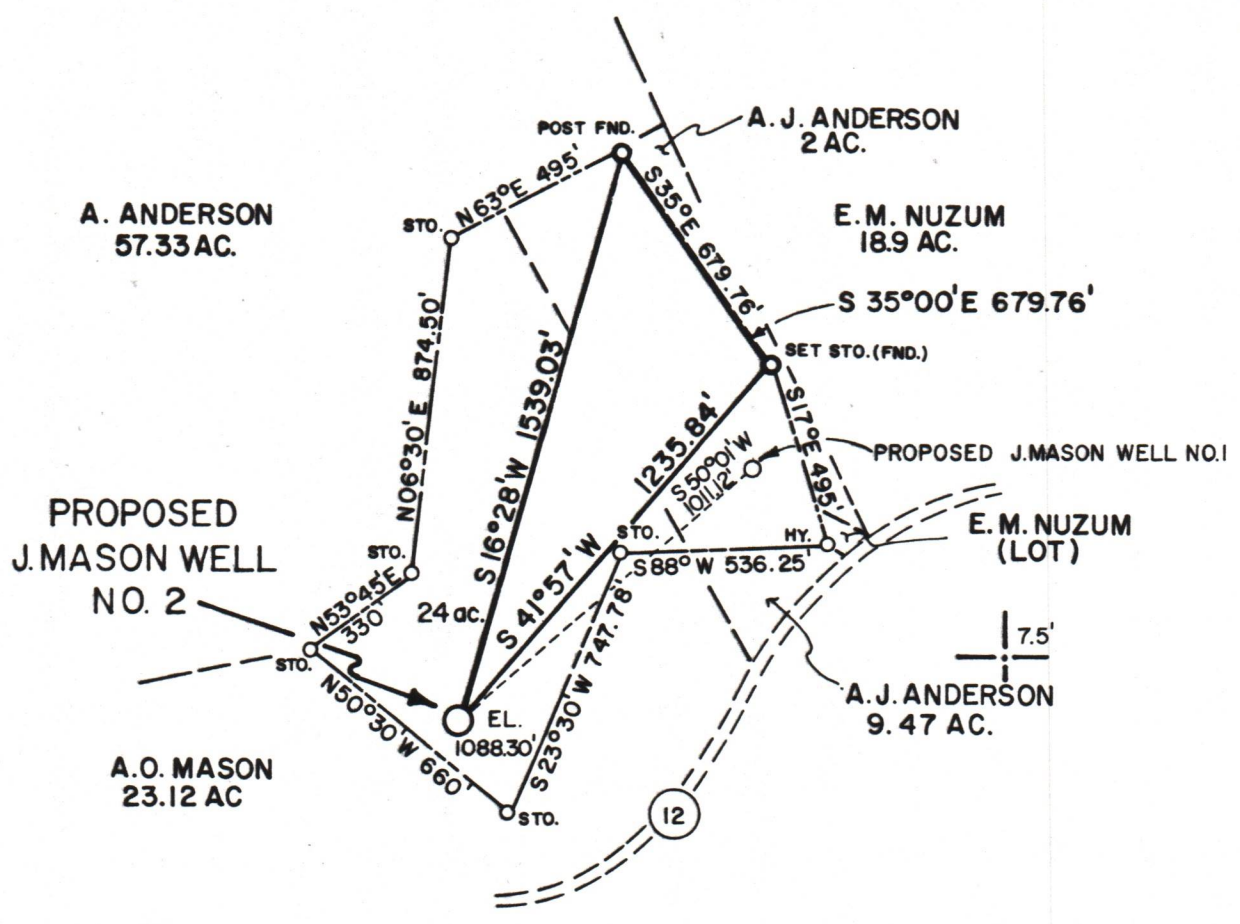
7-15-83

2820'

LATITUDE 39°25'00"

LONGITUDE 80°15'00"

NORTH

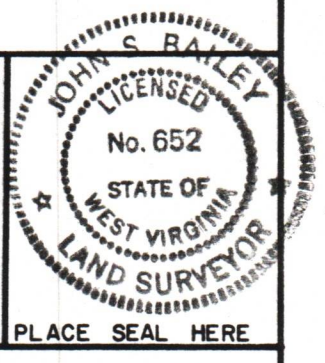


NOTE: NO OTHER WELLS WITHIN 2500'

PREPARED BY MSES

FILE NO. MSES-83-219  
 DRAWING NO. \_\_\_\_\_  
 SCALE 1" = 500'  
 MINIMUM DEGREE OF ACCURACY 1 PART IN 200  
 PROVEN SOURCE OF ELEVATION 1059' JCT. OF ROUTE 12 & RT. 12/2 AT ADAMSVILLE.

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) John J. Bailey  
 R. P. E. \_\_\_\_\_ L. L. S. 652



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



Department of Mines  
 Oil & Gas Division

DATE JUNE 7, 1983  
 OPERATOR'S WELL NO. J. MASON NO. 2  
 API WELL NO. 47-033-2924  
 STATE COUNTY PERMIT

*Cancelled*

WELL TYPE: OIL \_\_\_ GAS X LIQUID INJECTION \_\_\_ WASTE DISPOSAL \_\_\_  
 (IF "GAS", PRODUCTION X STORAGE \_\_\_ DEEP \_\_\_ SHALLOW \_\_\_)  
 LOCATION: ELEVATION 1088.30' WATER SHED MUDLICK RUN  
 DISTRICT CLAY COUNTY HARRISON  
 QUADRANGLE SHINNSTON 7.5'  
 SURFACE OWNER ALBERT J. ANDERSON ACREAGE 9.47 ac  
 OIL & GAS ROYALTY OWNER JOHN W. & LORRAINE S. MASON LEASE ACREAGE 24 ac.  
 LEASE NO. \_\_\_\_\_  
 PROPOSED WORK: DRILL X CONVERT \_\_\_ DRILL DEEPER \_\_\_ REDRILL \_\_\_ FRACTURE OR  
 STIMULATE \_\_\_ PLUG OFF OLD FORMATION \_\_\_ PERFORATE NEW  
 FORMATION \_\_\_ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_  
 PLUG AND ABANDON \_\_\_ CLEAN OUT AND REPLUG \_\_\_  
 TARGET FORMATION ELK ESTIMATED DEPTH 5990'  
 WELL OPERATOR TEN-A-COAL COMPANY DESIGNATED AGENT PAT CUNNINGHAM  
 ADDRESS RT 4 BOX 253 ADDRESS RT.4 BOX 253  
CLARKSBURG, WV 26301 CLARKSBURG, WV 26301

MARK - 2924