



1) Date: January 24, 19 84  
 2) Operator's Well No. Coyne #2  
 3) API Well No. 47 - 085 - 6944  
 State County Permit

STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES, OIL AND GAS DIVISION  
 APPLICATION FOR A WELL WORK PERMIT

- 4) WELL TYPE: A Oil X / Gas X /  
 B (If "Gas", Production X / Underground storage \_\_\_\_\_ / Deep \_\_\_\_\_ / Shallow X)
- 5) LOCATION: Elevation: 848.5' Watershed: Rush Run  
 District: Grant County: Ritchie Quadrangle: Cairo (7.5')
- 6) WELL OPERATOR Clint Hurt & Associates 7) DESIGNATED AGENT I. David Bartram  
 Address P. O. Box 388 Address P. O. Box 388  
Elkview, WV 25071 Elkview, WV 25071
- 8) OIL & GAS INSPECTOR TO BE NOTIFIED 9) DRILLING CONTRACTOR:  
 Name Samuel N. Hersman Name Clint Hurt & Associates  
 Address P. O. Box 66 Address P. O. Box 388  
Smithville, WV 26178 Elkview, WV 25071
- 10) PROPOSED WELL WORK: Drill X / Drill deeper \_\_\_\_\_ / Redrill \_\_\_\_\_ / Stimulate \_\_\_\_\_  
 Plug off old formation \_\_\_\_\_ / Perforate new formation \_\_\_\_\_  
 Other physical change in well (specify) \_\_\_\_\_
- 11) GEOLOGICAL TARGET FORMATION, Marcellus Shale
- 12) Estimated depth of completed well, 5100 feet
- 13) Approximate strata depths: Fresh, 210 feet; salt, 1500 feet.
- 14) Approximate coal seam depths: None Is coal being mined in the area? Yes \_\_\_\_\_
- 15) CASING AND TUBING PROGRAM

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 OIL & GAS DIVISION  
 DEPT. OF MINES

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			375'	150 sks.	Kinds <u>GTS NEAT</u>
Fresh water									Sizes
Coal									Depths set
Intermediate	7			X			2500'	375 sks.	OR AS REG BY RULE 15.01
Production	4 1/2			X			5100'	225 sks.	
Tubing									Perforations:
Liners									Top Bottom

OFFICE USE ONLY  
 DRILLING PERMIT

Permit number 47-085-6944 Date April 30, 19 84

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. 8) 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.)

The permitted work is as described in the Notice and Application, plat, and reclamation plan, subject to any modifications and conditions specified on the reverse hereof.

Permit expires April 30, 1986 unless well work is commenced prior to that date and prosecuted with due diligence.

Bond: <b>BLANKET</b>	Agent: <u>ls</u>	Plat: <u>MA</u>	Casing: <u>MA</u>	Fee: <u>2423</u>
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*[Signature]*  
 Administrator, Office of Oil and Gas

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



OFFICE USE ONLY

PERMIT MODIFICATIONS AND CONDITIONS (IF ANY) TO THE PROPOSED WELL WORK

1) Well Operator: **Clint Hart & Associates**  
 2) Location: **W. Washington, Kanawha County, West Virginia**  
 3) Well Depth: **2507'**  
 4) Drilling Contractor: **Clint Hart & Associates**  
 5) Address: **P.O. Box 388, Weirton, WV 26077**

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6) Proposed Well Work: **Drill 2507' deep**  
 7) Geological Target Formation: **MARBLE SHOALS**  
 8) Estimated depth of completed well: **2507'**  
 9) Approximate time desired: **1500**  
 10) Approximate cost: **2000**

DEPT. OF MINES  
OIL & GAS DIVISION

Casing or Tubing Type	Size	Grade	Specifications		Porting	Footage Interval	Centralizer	Cement
			Weight	Per Foot				
Conductor	8 1/2"	X				378'		
Production	4 1/2"	X						

OFFICE USE ONLY

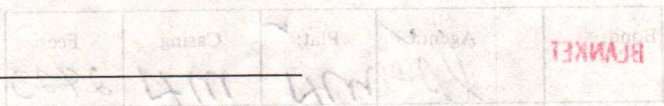
This part of Form IV-2(b) is to record the dates of certain occurrences and any follow-up inspections.

	Date	Date(s)
Application received		
Well work started		
Completion of the drilling process		
Well Record received		
Reclamation completed		

OTHER INSPECTIONS

Reason: \_\_\_\_\_

Reason: \_\_\_\_\_



1) Date: January 24, 1984  
2) Operator's Well No. Coyne #2  
3) API Well No. 47-085-6944  
State County Permit

STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES, OFFICE OF OIL & GAS  
NOTICE OF APPLICATION FOR A WELL WORK PERMIT

- 4) SURFACE OWNER(S) OF RECORD TO BE SERVED
- (i) Name Richard Rollins  
Address Rt. 2, Box 585  
Clarksburg, WV 26301
  - (ii) Name \_\_\_\_\_  
Address \_\_\_\_\_
  - (iii) Name \_\_\_\_\_  
Address \_\_\_\_\_
- 5(i) COAL OPERATOR None  
Address \_\_\_\_\_
  - 5(ii) COAL OWNER(S) WITH DECLARATION ON RECORD:  
Name \_\_\_\_\_  
Address \_\_\_\_\_
  - 5(iii) COAL LESSEE WITH DECLARATION ON RECORD:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

TO THE PERSON(S) NAMED ABOVE: You should have received this Form and the following documents:

- (1) The Application for a Well Work Permit on Form IV-2(B) (or Form IV-4 if the well is to be plugged, which sets out the parties involved in the drilling or other work, and describes the well and its location and, if applicable, the proposed casing and cementing program;
- (2) The plat (surveyor's map) showing the well location on Form IV-6; and
- (3) The Construction and Reclamation Plan on Form IV-9 (unless the well work is only to plug a well), which sets out the plan for erosion and sediment control and for reclamation for the site and access road.

**RECEIVED**  
MAR 12 1984  
OIL & GAS DIVISION  
DEPT. OF MINES

THE REASON YOU RECEIVED THESE DOCUMENTS IS THAT YOU HAVE RIGHTS REGARDING THE APPLICATION WHICH ARE SUMMARIZED IN THE "INSTRUCTIONS" ON THE REVERSE SIDE OF THE COPY OF THE APPLICATION (FORM IV-2(B) OR FORM 4, DESIGNATED FOR YOU. HOWEVER, YOU ARE NOT REQUIRED TO TAKE ANY ACTION AT ALL.

Take notice that under Chapter 22 of the West Virginia Code, the undersigned well operator proposes to file or has filed this Notice and Application and accompanying documents for a Well Work Permit with the Administrator of the Office of Oil and Gas, West Virginia Department of Mines, with respect to a well at the location described on attached Application and depicted on attached Form IV-6. Copies of this Notice, the Application, the plat, and the Construction and Reclamation Plan have been mailed by registered or certified mail or delivered by hand to the person(s) named above (or by publication in certain circumstances) on or before the day of mailing or delivery to the Administrator.

The truth of the information on the Notice and Application is verified and sworn to and the Notice is signed on behalf of the Well Operator in my County and State by

WELL OPERATOR Clint Hurt & Associates, Inc  
By David Bartram  
Its Designated Agent  
Address P. O. Box 388  
Elkview, WV 25071  
Telephone (304) 344-2401

I David Bartram  
this 8th day of March, 1984.  
My commission expires 12-1, 1990.  
Vicky L. Burdette  
Notary Public, Kanawha County,  
State of West Virginia

- 6) 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.)

- 7) ROYALTY PROVISIONS
- Is the right to extract, produce or market the oil or gas based upon a lease or leases or other 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.

See the reverse side for line item instructions, and for instructions concerning the required copies of the Notice and Application, plat, and Construction and Reclamation Plan.

INSTRUCTIONS TO APPLICANT

CONCERNING THE LINE ITEMS:

- 1) Date of Notice.
- 2) Your well name and number.
- 3) To be filled out by the Office of Oil & Gas.
- 4) & 5) Use separate sheet if necessary.
- 4) Surface owner(s) of record to be served with Notice and Application. However, see also Code § 22-4-1b(b) if "more than three tenants in common or other co-owners of interest described in subsection (a) of this section hold interests in such lands".
- 5(i) "Coal Operator" means any person, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine.
- 5(ii, iii) See Code § 22-4-20.
- 6) See Code § 22-4-11(c). However, in lieu of filing the lease(s) or other continuing contract(s), the Applicant may fill out the information in the space provided below.
- 7) See Code §§ 22-4-11(d, e).

CONCERNING THE REQUIRED COPIES FOR FILING AND SERVICE:

Filing. Code § 22-4-1k and Regulation 7.02 provide that the original and required copies of the Notice and Application must be filed with the Administrator, 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 § 22-4-1k(d) and the reclamation required by Code § 22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fees required by Code § 22-4-1a(c) and 22-3-12a, and (v) if applicable, the consent required by Code § 22-4-8a from the owner of any water well on dwelling within 200 feet of the proposed well.

Service. In addition, service must be made on the surface owner(s) and the person(s) with an interest in the coal. See Code §§ 22-4-1m, 22-4-2, 22-4-2a, and 22-4-2b.

INFORMATION SUPPLIED UNDER CODE § 22-4-11(d)

IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)

Under the oath required to make the verification on the reverse side of this Notice, I depose and say that I am the person who signed the Notice for the Applicant, and that—

- (1) the tract of land is the same tract described in the Application to which this Notice applies, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;
- (2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to extract, produce or market the oil or gas are as follows:

Grantor, lessor, etc.	Grantee, lessee, etc.	Royalty	Book Page
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IV-9  
(Rev 8-81)

DATE 12/16/83  
WELL NO. Coyne #2  
API NO. 47-085-6944

State of West Virginia  
Department of Mines  
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Clint Hurt & Associates  
Address Elkview, WV 25071  
Telephone 344-2401

DESIGNATED AGENT I. David Bartram  
Address Elkview, WV 25071  
Telephone 344-2401

LANDOWNER \_\_\_\_\_

SOIL CONS. DISTRICT Little Kanawha

Revegetation to be carried out by Unknown Contractor (Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 12-20-83 (Date)

*Jarrett Newton*  
(SCD Agent) **RECEIVED**  
MAR 12 1984

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

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

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 4 lbs/acre  
Ladino Clover 5 lbs/acre  
\_\_\_\_\_ lbs/acre

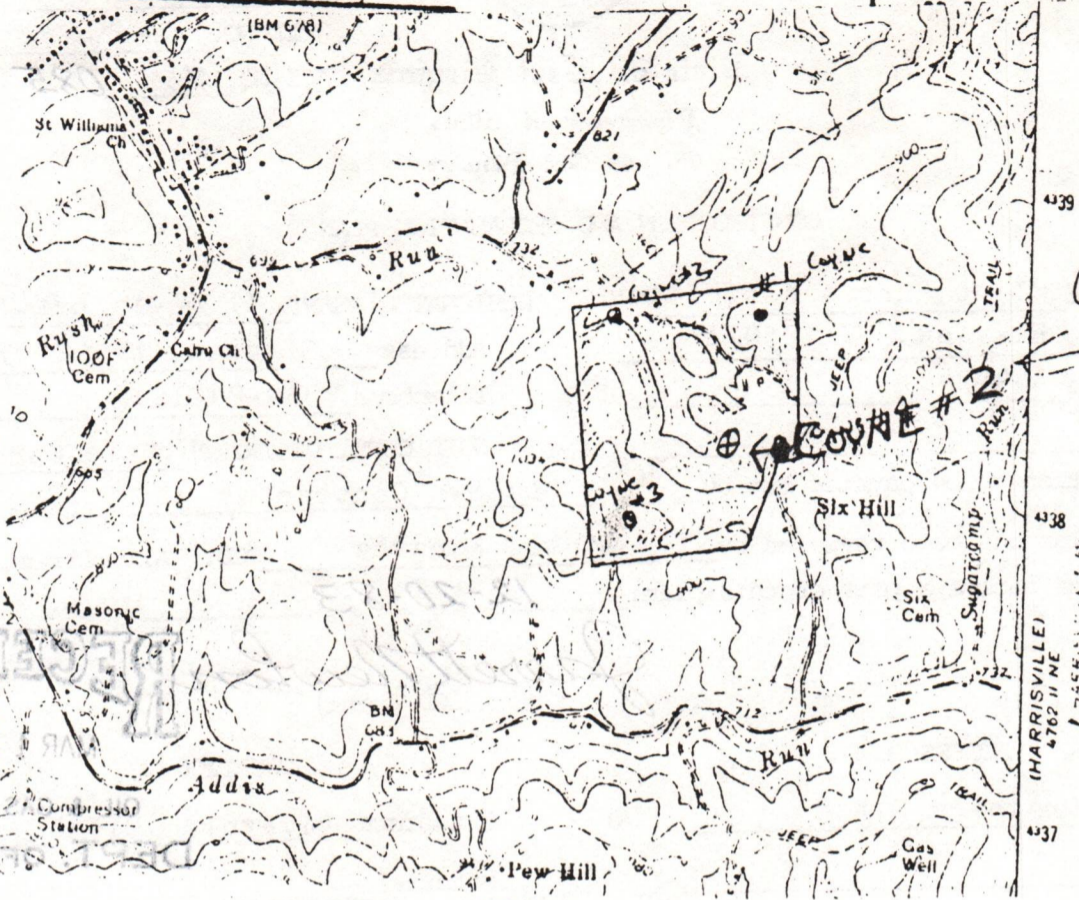
\*Inoculate all legumes such as vetch, trefoil and clovers with the proper bacterium. Inoculate with 3X recommended amount.

PLAN PREPARED BY Olin Shockey  
ADDRESS Rt. 1, Box 139\*B  
Ravenswood, WV 26164  
PHONE NO. 304-273-2246

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

ATTACH OR PHOTOCOOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE CAIRO (7.5')

LEGEND



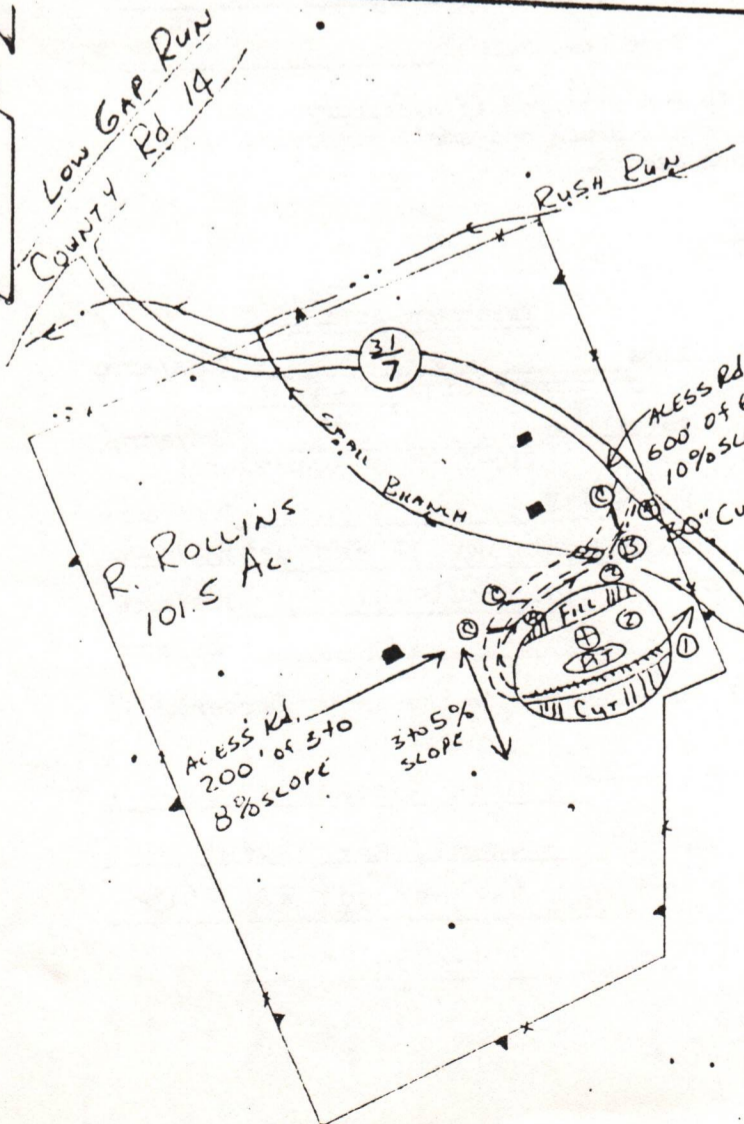
Coyne #2

Sketch  
drill  
part c

ected, we  
with the

LEGEND

- |                   |                        |            |                 |
|-------------------|------------------------|------------|-----------------|
| Property boundary | — — — — —              | Diversion  | — — — — —       |
| Road              | == == == == ==         | Spring     | ○ →             |
| Existing fence    | — x — x —              | Wet spot   | ♂               |
| Planned fence     | — / — / —              | Building   | □               |
| Stream            | ~ ~ ~ ~ ~              | Drain pipe | ○ — ○ — ○ —     |
| Open ditch        | — ···· — ···· — ···· — | Waterway   | ← == == == == → |



1. Location is on a flat point along a side slope, now in timber with a 3 to 5% slope.
2. Size of location is 225' X 225'.
3. All timber will be cut and stacked according to landowners wishes.
4. Access road will have side slopes and cross drains. Reclamation will be done 6 months after well is completed.

\*SIX HILL

STATE ROUTE 31

*Triton  
Resources  
Corporation*



February 22, 1984

Re: Coyne #2 Well

Clint Hurt & Associates  
P. O. Box 388  
Elksview, West Virginia 25071

Gentlemen:

This letter serves to authorize Clint Hurt & Associates, Inc. to obtain drilling permits on leases in West Virginia belonging to Triton Resources Corporation of Louisiana.

Sincerely,

Charles R. Eaton  
President

CRE/jk

State of Louisiana

Parish of Orleans

The foregoing instrument was acknowledged before me this  
22nd day of February, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Triton Resources Corporation of Louisiana.

  
\_\_\_\_\_  
NOTARY PUBLIC

*at my death*  
\_\_\_\_\_  
My commission expires

THIS AGREEMENT, Made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_

by and between \_\_\_\_\_

\_\_\_\_\_ Husband & Wife

part \_\_\_\_\_ of the first part, hereinafter called the Lessor, and CARL E. SMITH, INCORPORATED, party of the second part, hereinafter called the Lessee.

WITNESSETH, that the said Lessor, for and in consideration of the sum of \_\_\_\_\_ Dollars, in hand well and truly paid by the said Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained has leased and let, and by these presents does lease and let unto the said Lessee, with covenants of General Warranty, all the Oil and Gas in and under the premises hereinafter described, together with the right of way over said premises for the purpose and with the exclusive right to enter thereon at any time to drill and operate wells for oil, gas and water and to erect, maintain and occupy, repair and remove all buildings, telephone poles and wires, structures, pipe lines, machinery and appliances that the Lessee may see fit to install thereon for the production and transmission of oil, gas and water thereon from this and other leases, and the transportation of oil, gas and water upon and over said premises and highways along the same, with the right to use sufficient oil, gas and water to drill all wells and for all purposes necessary or convenient in operating the

same on this or adjoining leases; which premises or tract of land is situated in \_\_\_\_\_ District, \_\_\_\_\_ County, \_\_\_\_\_, on the waters of \_\_\_\_\_ and bounded as follows:

On the North by lands of \_\_\_\_\_

On the East by lands of \_\_\_\_\_

On the South by lands of \_\_\_\_\_

On the West by lands of \_\_\_\_\_

containing \_\_\_\_\_ acres, more or less, and being the same land conveyed to the Lessor by \_\_\_\_\_ by deed dated \_\_\_\_\_, 19\_\_\_\_, and recorded in the office of the

Clerk of the County Court of \_\_\_\_\_ County, in Deed Book \_\_\_\_\_, at page \_\_\_\_\_, reserving therefrom 200 feet from the buildings now on said land on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of ten years from this date and as long thereafter as the Lessee is engaged in the production of or search for oil and gas, or either of them, and so long as the rental described in paragraph "Fifth" is paid.

IN CONSIDERATION OF THE PREMISES the said Lessee covenants and agrees:

First: To deliver to the credit of the Lessor, free of cost, in the pipeline or tanks to which the wells of the Lessee may be connected, the equal one-eighth (1/8) part of all oil and natural gas produced and saved from the leased premises, or at the Lessee's option to pay to the Lessor an amount equal to the market price of such one-eighth (1/8) royalty oil and natural gas based upon the market price for oil and natural gas of like grade and gravity prevailing on the date such oil and natural gas is run into the pipeline or storage tanks.

Second: To pay to the Lessor one-eighth (1/8) of then prevailing price, at the well-head, for the gas from each gas well drilled on said premises, which gas is marketed and used off said premises.

Third: That the Lessor may use gas for heating and lighting the inside of one dwelling house situate on the leased premises, from the well head of any one well producing more gas than is necessary for the operation of this lease. Lessor hereby releases Lessee from all claims for damages which may result from the Lessor's use of said gas. Lessor's use of free gas under this clause shall be limited to 200,000 cubic feet per annum, except where Lessor's acreage is pooled with other acreage under the terms of paragraph Sixth below, Lessor's free gas rights per annum shall be prorated by multiplying the percentage of Lessor's acreage in the pooled unit by 200,000 cubic feet. Lessor hereby agrees to pay Lessee for all gas used in excess of aforesaid free gas rights at the same rate being charged by local utility at time of use. Lessor further agrees to give free right of way over and through premises for service lines of all other members of the unit.

Fourth: To pay for damages done to growing crops occasioned by the location and drilling of any well or wells.

Fifth: In case no well is commenced on said premises in or before three months from the date hereof, to pay Lessor one dollar per acre annually, payable quarterly in advance, for each additional three months such location and commencement is delayed from the time above mentioned for the location and commencement of such well until a well is commenced and for such further time as shall elapse between the completion of such well and the first delivery of oil and/or gas therefrom.

LESSOR HAS 25% INTEREST IN OIL & GAS IN SAID TRACT

Sixth: Lessee hereby is given the right at its option, at any time from the date hereof while this agreement shall be in effect and from time to time within such period, to pool all or any part or parts of the leased premises or rights therein with any other land in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land to create units of such size and surface acreage as Lessee may desire, but containing not more than 300 acres plus 10% acreage tolerance, unless units of larger size are required by rule, regulation or order of any governmental authority, and if such larger units are so required by governmental authority, any such unit may be established or enlarged to conform to the size specified by such governmental authority. Each unit may be created by governmental authority or by a written declaration-notice executed by Lessee and recorded by Lessee in the proper clerk's office in the county where this lease-hold estate is located. Such written declaration-notice shall contain a description of the unit so created, specifying the mineral stratum or horizon so pooled if so limited. Any well which is commenced, or is drilled or is producing on any part of any lands theretofore or thereafter so pooled shall, except for the payment of royalties, be considered a well commenced, drilled and producing on the lands hereby leased. There shall be allocated to the portion of the leased premises included in any such pooling such proportion of the actual production from all lands so pooled as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of the leased premises included in such pooling in the same manner as though produced from such portion under the terms of this lease. Each of said options may be exercised by the Lessee from time to time, and a unit may be formed by Lessee either before or after a well has been drilled, or production has been established on the leased premises or on a portion of the leased premises which is included in the pooling or on other lands which are pooled therewith.

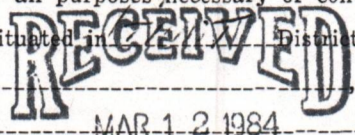
All payments under this lease shall be made direct to the Lessor, or by check mailed to \_\_\_\_\_ Address \_\_\_\_\_, W. Va.

It is agreed that the Lessee shall have the right to surrender this lease as to all of said tract or any part thereof, at any time, by delivering to the Lessor an instrument of surrender, and by recording such instrument in the proper office in the county where such lease is located, which shall be a full and legal surrender of this lease as to all of said tract or any part therein described, and which delivery and recordation shall cancel all liabilities under said lease both past and future, of each and all parties hereto.

It is agreed that the terms and conditions herein contained shall be binding upon the heirs, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the first date above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL) (SEAL) (SEAL) (SEAL)



OIL & GAS DIVISION DEPT. OF MINES



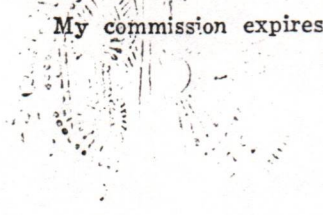
ACKNOWLEDGMENT OF LEASE

STATE OF \_\_\_\_\_ County of \_\_\_\_\_, To-wit;

I, \_\_\_\_\_, a Notary Public of said County of \_\_\_\_\_ do certify that \_\_\_\_\_

\_\_\_\_\_ whose names are signed to the within writing bearing date the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ this day acknowledged the same before me in my said county.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_. My commission expires \_\_\_\_\_, 19\_\_\_\_.



*Ross M. Mitchell*  
Notary Public  
Ross M. Mitchell  
Notary Public, Franklin County  
State of Ohio  
My Commission Expires October 7, 1982.

ACKNOWLEDGMENT OF LEASE

STATE OF \_\_\_\_\_ County of \_\_\_\_\_, To-wit;

I, \_\_\_\_\_, a Notary Public of said County of \_\_\_\_\_ do certify that \_\_\_\_\_

\_\_\_\_\_ whose names are signed to the within writing bearing date the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ this day acknowledged the same before me in my said county.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_. My commission expires \_\_\_\_\_, 19\_\_\_\_.

Notary Public

ACKNOWLEDGMENT OF LEASE

STATE OF \_\_\_\_\_ County of \_\_\_\_\_, To-wit;

I, \_\_\_\_\_, a Notary Public of said County of \_\_\_\_\_ do certify that \_\_\_\_\_

\_\_\_\_\_ whose names are signed to the within writing bearing date the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ this day acknowledged the same before me in my said county.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_. My commission expires \_\_\_\_\_, 19\_\_\_\_.

Notary Public

MAP NO. \_\_\_\_\_  
AND GAS LEASE  
FROM  
*Carl E. Smith*  
TO  
*259 INT.*  
*Carl E. Smith Inc.*  
P. O. Box 4  
ville, W. Va. 25275  
OF YEARS  
LEASED  
DATE

mitted to record in the office  
of the County Commission of Ritchie  
Va. JUL 21 1978  
12:34 o'clock P.M.  
Page 571  
*Ada E. Mays* Clerk

March 19, 1984

RECEIVED  
MAR 22 1984

OIL & GAS DIVISION  
DEPT. OF MINES

administrator,

I wish to file a comment of protest concerning a well Permit on my property in Ritchie County. Well Coyne # 2 on Rush Run, to be drilled by Clint Hunt of Elkview, WVA for Marrus Exploration Company. They have gotten well me after plans were drawn up. and agree to move well site 100 ft. due east out of edge of field. I expect them to keep their word on this but have nothing in writing. I wish to protest the site unless it is moved as now marked, due to damage to growing pine timber, & open fields. I want it on record that the site has been moved 100 ft about due east before permit is issued.

I would like a copy of Permit.

yours truly  
R. J. Rollins  
Rt. 2 Box 585  
Clarksburg, WVA  
Home Phone 6230993

O.K. to issue per Richard Rollins  
by phone 4/26/83. Margaret

RECEIVED

March 11, 1984

MAR 2 1984

DEPT. OF MINES  
OIL & GAS DIVISION

Administrative  
I need to file a comment of protest  
concerning a well permit on my property  
in Ritchie County. Well Log # 2 on  
that run to be drilled by Clint Hunt  
of Elk River, was for Marine Exploration

Company. They have gotten over the  
after plans were drawn up and a year  
to have well site 100 ft. the last  
out of edge of field. I expect  
them to keep their word in this  
but have nothing in writing. I  
want to protest the site unless it is  
moved so now needed, due to  
downage to ~~proposed~~ gas timber.

Open fields. I want it to remain  
that the site has been moved 100 ft  
the last before permit is issued.

Yours truly,  
R. F. Robbins  
P.O. Box 585  
Clarksburg, W. Va.  
Home Phone 623-0773

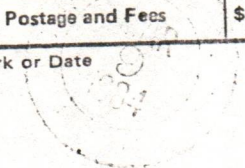
A would like a  
copy of permit.

Handwritten notes in red ink on the right margin:  
copy of permit  
to file  
with  
state  
before  
permit  
issued

P 377 819 275  
RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to Richard Collins	
Street and No. Rt. 2, Box 585	
P.O., State and ZIP Code Marksburg, WV 26301	
Postage	\$ 37
Certified Fee	75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	60
Return Receipt Showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$ 172
Postmark or Date	

PS Form 3800, Feb. 1982

STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION

RECEIVED  
 DEPARTMENT OF ENERGY  
 OIL AND GAS

FINAL INSPECTION REQUEST  
INSPECTOR'S COMPLIANCE REPORT

MAY 14 1986

Permit No. 47-085-6944 (4-30-84) county RITCHIE  
 Company CLINT/HURT + ASSOC. Farm RICHARD ROLLINS  
 Inspector SAMUEL HERSMAN Well No. COYNE # 2  
 Date 5-6-86

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	_____	_____
23.02	Maintained Access Roads	_____	_____
25.01	Necessary Equipment to prevent Waste	_____	_____
23.03	Reclaimed Drilling Site	_____	_____
23.04	Reclaimed Drilling Pits	_____	_____
23.05	No surface or underground Pollution	_____	_____
7.03	Identification Markings	_____	_____

*PLEASE CANCEL*

COMMENTS: Please cancel Permit  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I have inspected the above well and (HAVE/HAVE NOT) found it to be in compliance with all of the rules and regulations of the Office of Oil and Gas Department of Mines of the State of West Virginia.

SIGNED: Samuel N. Hersman  
 DATE: 5-6-86



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

John Johnston  
 Director

ARCH A. MOORE, JR.  
 Governor

May 16, 1986

Clint Hurt & Associates  
 Post Office Box 388  
 Elkview, West Virginia 25071

In Re: Permit No: 47-085-6944  
 Farm: Richard Rollins  
 Well NO: Coyne 2  
 District: Grant  
 County: Ritchie  
 Issued: 4-30-84

Gentlemen:

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

XXXX 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 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.

XXXX PERMIT CANCELLED - NEVER DRILLED

Respectively,

Theodore M. Streit  
 Deputy Director--Inspection & Enforcement

TMS/nw

THIS AGREEMENT, Made and entered into the 27th day of JUNE, A.D., 1954, by and between Faybelle C. Coyne, single

part of the first part, hereinafter called the Lessor, and CARL E. SMITH, INCORPORATED, party of the second part, hereinafter called the Lessee.

WITNESSETH, that the said Lessor, for and in consideration of the sum of \_\_\_\_\_ Dollars, in hand well and truly paid by the said Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained has leased and let, and by these presents does lease and let unto the said Lessee, with covenants of General Warranty, all the Oil and Gas in and under the premises hereinafter described, together with the right of way over said premises for the purpose and with the exclusive right to enter thereon at any time to drill and operate wells for oil, gas and water and to erect, maintain and occupy, repair and remove all buildings, telephone poles and wires, structures, pipe lines, machinery and appliances that the Lessee may see fit to install thereon for the production and transmission of oil, gas and water thereon from this and other leases, and the transportation of oil, gas and water upon and over said premises and highways along the same, with the right to use sufficient oil, gas and water to drill all wells and for all purposes necessary or convenient in operating the

same on this or adjoining leases; which premises or tract of land is situated in GRANT District, Ritchie County, W. Va., on the waters of Aldis Run & Rush Run, and bounded as follows:

On the North by lands of JACOB HATFIELD WES.

On the East by lands of PETER SIK & A. M. DOUGLAS

On the South by lands of MARIE ROLLINS

On the West by lands of J. E. HARCHBERGER

containing 102 1/2 acres, more or less, and being the same land conveyed to the Lessor by

Oliver V. Wilson, clerk by deed dated JUNE 7, 1954, and recorded in the office of the

Clerk of the County Court of Ritchie County, in Deed Book 130, at page 438, reserving therefrom 200 feet from the buildings now on said land on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of ten years from this date and as long thereafter as the Lessee is engaged in the production of or search for oil and gas, or either of them, and so long as the rental described in paragraph "Fifth" is paid.

IN CONSIDERATION OF THE PREMISES the said Lessee covenants and agrees:

First: To deliver to the credit of the Lessor, free of cost, in the pipeline or tanks to which the wells of the Lessee may be connected, the equal one-eighth (1/8) part of all oil and natural gas produced and saved from the leased premises, or at the Lessee's option to pay to the Lessor an amount equal to the market price of such one-eighth (1/8) royalty oil and natural gas based upon the market price for oil and natural gas of like grade and gravity prevailing on the date such oil and natural gas is run into the pipeline or storage tanks.

Second: To pay to the Lessor one-eighth (1/8) of then prevailing price, at the well-head, for the gas from each gas well drilled on said premises, which gas is marketed and used off said premises.

Third: That the Lessor may use gas for heating and lighting the inside of one dwelling house situate on the leased premises, from the well head of any one well producing more gas than is necessary for the operation of this lease. Lessor hereby releases Lessee from all claims for damages which may result from the Lessor's use of said gas. Lessor's use of free gas under this clause shall be limited to 200,000 cubic feet per annum, except where Lessor's acreage is pooled with other acreage under the terms of paragraph Sixth below, Lessor's free gas rights per annum shall be prorated by multiplying the percentage of Lessor's acreage in the pooled unit by 200,000 cubic feet. Lessor hereby agrees to pay Lessee for all gas used in excess of aforesaid free gas rights at the same rate being charged by local utility at time of use. Lessor further agrees to give free right of way over and through premises for service lines of all other members of the unit.

Fourth: To pay for damages done to growing crops occasioned by the location and drilling of any well or wells.

Fifth: In case no well is commenced on said premises in or before three months from the date hereof, to pay Lessor one dollar per acre annually, payable quarterly in advance, for each additional three months such location and commencement is delayed from the time above mentioned for the location and commencement of such well until a well is commenced and for such further time as shall elapse between the completion of such well and the first delivery of oil and/or gas therefrom.

LESSOR HAS 1/4 INTEREST IN OCM ~~ET AL~~ ~~ET AL~~ ~~ET AL~~

Sixth: Lessee hereby is given the right at its option, at any time from the date hereof while this agreement shall be in effect and from time to time within such period, to pool all or any part or parts of the leased premises or rights therein with any other land in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land to create units of such size and surface acreage as Lessee may desire, but containing not more than 300 acres plus 10% acreage tolerance, unless units of larger size are required by rule, regulation or order of any governmental authority, and if such larger units are so required by governmental authority, any such unit may be established or enlarged to conform to the size specified by such governmental authority. Each unit may be created by governmental authority or by a written declaration-notice executed by Lessee and recorded by Lessee in the proper clerk's office in the county where this lease-hold estate is located. Such written declaration-notice shall contain a description of the unit so created, specifying the mineral stratum or horizon so pooled if so limited. Any well which is commenced, or is drilled or is producing on any part of any lands theretofore or thereafter so pooled shall, except for the payment of royalties, be considered a well commenced, drilled and producing on the lands hereby leased. There shall be allocated to the portion of the leased premises included in any such pooling such proportion of the actual production from all lands so pooled as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of the leased premises included in such pooling in the same manner as though produced from such portion under the terms of this lease. Each of said options may be exercised by the Lessee from time to time, and a unit may be formed by Lessee either before or after a well has been drilled, or production has been established on the leased premises or on a portion of the leased premises which is included in the pooling or on other lands which are pooled therewith.

All payments under this lease shall be made direct to the Lessor, or by check mailed to

Address 1019 Ann St, Parkersburg, W. Va.

It is agreed that the Lessee shall have the right to surrender this lease as to all of said tract or any part thereof, at any time, by delivering to the Lessor an instrument of surrender, and by recording such instrument in the proper office in the county where such lease is located, which shall be a full and legal surrender of this lease as to all of said tract or any part therein described, and which delivery and recordation shall cancel all liabilities under said lease both past and future, of each and all parties hereto.

It is agreed that the terms and conditions herein contained shall be binding upon the heirs, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the first date above written.

(SEAL) X Faybelle C. Coyne (SEAL)  
(SEAL) X (SEAL)  
(SEAL) (SEAL)

ACKNOWLEDGMENT OF LEASE

STATE OF West Virginia County of Wood, To-wit;  
I, Marion M. Holley, a Notary Public of said County of Wood  
do certify that Faybelle C. Coyne, single

whose names are signed to the within writing bearing date the  
27th day of JUNE, A.D., 1978 this day acknowledged the same before me in my said county.  
Given under my hand and official seal this 28th day of JUNE, A.D., 1978.  
My commission expires 6/19, 1983.  
Marion M. Holley  
Notary Public

ACKNOWLEDGMENT OF LEASE

STATE OF \_\_\_\_\_ County of \_\_\_\_\_, To-wit;  
I, \_\_\_\_\_, a Notary Public of said County of \_\_\_\_\_  
do certify that \_\_\_\_\_

whose names are signed to the within writing bearing date the  
\_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ this day acknowledged the same before me in my said county.  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.  
My commission expires \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF LEASE

STATE OF \_\_\_\_\_ County of \_\_\_\_\_, To-wit;  
I, \_\_\_\_\_, a Notary Public of said County of \_\_\_\_\_  
do certify that \_\_\_\_\_

whose names are signed to the within writing bearing date the  
\_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ this day acknowledged the same before me in my said county.  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.  
My commission expires \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_  
Notary Public

MAP NO. J-10  
LAND AND GAS LEASE  
FROM Faybelle C. Coyne  
TO W. Smith Inc  
Box A  
Wedgeville, W. Va.  
June 27, 1978  
OF YEARS 10 yrs  
LEASED 10/2/72  
DED: \_\_\_\_\_

mitted to record in the office  
of the County Commission of Ritchie  
Co. JUL 21 1978  
12:34 o'clock P.M.  
LEASE  
125 Page 17  
Wanda B. Magee Clerk



822  
THIS AGREEMENT, Made and entered into the 6<sup>th</sup> day of APRIL, A.D., 19 82

by and between JANET M. CUNNINGHAM (WIDOW)

party of the first part, hereinafter called the Lessor, and CARL E. SMITH PETROLEUM, INC., party of the second part, hereinafter called the Lessee.

WITNESSETH, that the said Lessor, for and in consideration of the sum of \_\_\_\_\_ Dollars, in hand well and truly paid by the said Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained has leased and let, and by these presents does lease and let unto the said Lessee, with covenants of General Warranty, all the Oil and Gas in and under the premises hereinafter described, together with the right of way over said premises for the purpose and with the exclusive right to enter thereon at any time to drill and operate wells for oil, gas and water and to erect, maintain and occupy, repair and remove all buildings, telephone poles and wires, structures, pipe lines, machinery and appliances that the Lessee may see fit to install thereon for the production and transmission of oil, gas and water thereon from this and other leases, and the transportation of oil, gas and water upon and over said premises and highways along the same, with the right to use sufficient oil, gas and water from said land free of cost to the Lessee, to drill all wells and for all purposes necessary or convenient in operating the same on this or adjoining leases; which premises or tract of land is situated in

GRANT Township/District, RITCHIE County, WV on the waters of RUSH RUN and bounded as follows:

On the North by lands of JACOB HATFIELD, MRS.

On the East by lands of PETER SIX & A.M. DOUGLAS

On the South by lands of MARIE ROLUNS

On the West by lands of J. E. HARDBARGER

containing 1/4 INT 102 1/2 acres, more or less, and being the same land conveyed to the Lessor by \_\_\_\_\_

by deed dated \_\_\_\_\_, 19\_\_\_\_, and recorded in the office of the Clerk of the County Court of \_\_\_\_\_ County,

in Deed Book \_\_\_\_\_, at page \_\_\_\_\_, reserving therefrom 200 feet from the buildings now on said land on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of THREE years from this date and as long thereafter as the Lessee is engaged in the production of or search for oil and gas, or either of them, and so long as the rental described in paragraph "Fourth" is paid.

IN CONSIDERATION OF THE PREMISES the said Lessee covenants and agrees:

First: To deliver to the credit of the Lessor, free of cost, in the tanks to which the wells of the Lessee may be connected, the equal 1/8th part of all oil produced and saved from the leased premises, and to deliver to Lessor, at the well head the equal 1/8th part of all natural gas produced; or at Lessee's option to pay to Lessor 1/8th of the then prevailing price, at the well head, for oil and/or gas from each well drilled on subject premises, which oil and/or gas is marketed off said premises, subject to Lessor's share of necessary operational costs.

Second: That the Lessor may use gas for heating and lighting the inside of one dwelling house situated on the leased premises, from the well head of any one well producing more gas than is necessary for the operation of this lease. Lessor hereby releases Lessee from all claims for damages which may result from the Lessor's use of said gas. Lessor's use of free gas under this clause shall be limited to 200,000 cubic feet per annum, except where Lessor's acreage is pooled with other acreage under the terms of paragraph Sixth below, Lessor's free gas rights per annum shall be prorated by multiplying the percentage of Lessor's acreage in the pooled unit by 200,000 cubic feet. Lessor hereby agrees to pay Lessee for all gas used in excess of aforesaid free gas rights at the same rate being charged by local utility at time of use. Lessor further agrees to give free right of way over and through premises for service lines of all other members of the unit.

Third: To pay for damages done to growing crops occasioned by the location and drilling of any well or wells.

Fourth: In case no well is commenced on said premises on or before one year from the date hereof, to pay Lessor TEN dollars per acre annually, payable annually in advance, for each additional year such location and commencement is delayed from the time above mentioned for the location and commencement of such well until a well is commenced and for such further time as shall elapse between the completion of such well and the first delivery of oil and/or gas therefrom.

THIS LEASE IS TO A DEPTH OF 6000 FT.

THIS LEASE IS NOT TO BE ASSIGNED TO HAUGHT DRILLING CO.

~~Fifth: Lessee hereby is given the right at its option, at any time from the date hereof while this agreement shall be in effect and from time to time within such period, to pool all or any part or parts of the leased premises or rights therein with any other land in the vicinity thereof, or with any leasehold, operation or other rights or interests in such other land to create units of such size and surface acreage as Lessee may desire, but containing not more than 800 acres plus 10% acreage tolerance, unless units of larger size are required by rule, regulation or order of any governmental authority and if such larger units are so required by governmental authority any such unit may be established or enlarged to conform to the size specified by such governmental authority. Each unit may be created by governmental authority or by written declaration-notice executed by Lessee and recorded by Lessee in the proper clerk's office in the county where this lease-hold estate is located. Such written declaration-notice shall contain a description of the unit so created, specifying the mineral stratum or horizon so pooled if so limited. (Any well which is commenced, or is drilled or is producing on any part of any lands theretofore or thereafter so pooled shall, except for the payment of royalties, be considered a well commenced, drilled and producing on the lands hereby leased.) There shall be allocated to the portion of the leased premises included in any such pooling such proportion of the actual production from all lands so pooled as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of the leased premises included in such pooling in the same manner as though produced from such portion under the terms of this lease. Each of said options may be exercised by the Lessee from time to time, and may be formed by Lessee either before or after a well has been drilled, or production has been established on the leased premises or on a portion of the leased premises which is included in the pooling or on other lands which are pooled therewith.~~

Sixth: All payments under this lease shall be made direct to the Lessor, or by check mailed to JANET M. CUNNINGHAM  
Address 301 S. COURT ST. HARRISVILLE, WV. 26362

Seventh: It is agreed that the Lessor shall have the right to surrender this lease as to all of said tract or any part thereof, at any time, by delivering to the Lessor an instrument of surrender, and by recording such instrument in the proper office in the county where such lease is located, which shall be a full and legal surrender of this lease as to all of said tract or any part therein described, and which delivery and recordation shall cancel all liabilities under said lease both past and future, of each and all parties hereto.

Eighth: It is agreed that the terms and conditions herein contained shall be binding upon the heirs, successors or assign of the parties hereto.

Ninth: If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals therein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the first date above written.

WITNESS  
\_\_\_\_\_  
(SEAL) Janet M. Cunningham (SEAL) \_\_\_\_\_  
\_\_\_\_\_  
(SEAL) Bernie H. Knapp (SEAL) \_\_\_\_\_  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY B. H. Knapp

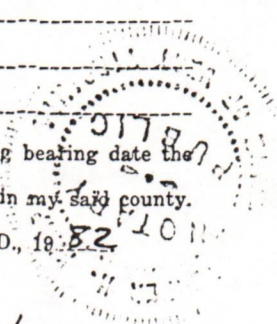
3006

ACKNOWLEDGMENT OF LEASE

823

STATE OF WEST VIRGINIA County of RITCHIE, To-wit;  
I, VERNER H. KNAPP, a Notary Public of said County of JACKSON (STATE WIDE)  
do certify that JANET M. CUNNINGHAM

whose names are signed to the within writing bearing date the 6th day of APRIL, A.D., 1982 this day acknowledged the same before me in my said county.  
Given under my hand and official seal this 6th day of APRIL, A.D., 1982  
My commission expires DECEMBER 16th, 1990.  
Verner H. Knapp  
Notary Public



ACKNOWLEDGMENT OF LEASE

STATE OF \_\_\_\_\_ County of \_\_\_\_\_, To-wit;  
I, \_\_\_\_\_, a Notary Public of said County of \_\_\_\_\_  
do certify that \_\_\_\_\_

whose names are signed to the within writing bearing date the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ this day acknowledged the same before me in my said county.  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.  
My commission expires \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF LEASE

STATE OF \_\_\_\_\_ County of \_\_\_\_\_, To-wit;  
I, \_\_\_\_\_, a Notary Public of said County of \_\_\_\_\_  
do certify that \_\_\_\_\_

whose names are signed to the within writing bearing date the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ this day acknowledged the same before me in my said county.  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.  
My commission expires \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_  
Notary Public

NO. \_\_\_\_\_ MAP NO. \_\_\_\_\_

**OIL AND GAS LEASE**

FROM \_\_\_\_\_

TO \_\_\_\_\_

DATE \_\_\_\_\_

TERM OF YEARS \_\_\_\_\_

ACRES LEASED \_\_\_\_\_

RECORDED \_\_\_\_\_

Filed and admitted to record in the office of the Clerk of the County Commission of Ritchie County, W. V. APR 8 1982

11:20 o'clock A.M.

RECORDED IN LEASE

Book No. 1412 Page 533

Weste: Wanda B. Mag Clerk

THIS AGREEMENT, Made and entered into the 6th day of April, A.D., 1982

by and between Charles F. Cannon, widower

party of the first part, hereinafter called the Lessor, and CARL E. SMITH PETROLEUM, INC., party of the second part, hereinafter called the Lessee.

WITNESSETH, that the said Lessor, for and in consideration of the sum of One Dollars, in hand well and truly paid by the said Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained has leased and let, and by these presents does lease and let unto the said Lessee, with covenants of General Warranty, all the Oil and Gas in and under the premises hereinafter described, together with the right of way over said premises for the purpose and with the exclusive right to enter thereon at any time to drill and operate wells for oil, gas and water and to erect, maintain and occupy, repair and remove all buildings, telephone poles and wires, structures, pipe lines, machinery and appliances that the Lessee may see fit to install thereon for the production and transmission of oil, gas and water thereon from this and other leases, and the transportation of oil, gas and water upon and over said premises and highways along the same, with the right to use sufficient oil, gas and water from said land free of cost to the Lessee, to drill all wells and for all purposes necessary or convenient in operating the same on this or adjoining leases; which premises or tract of land is situated in

Grant Township/District, Ritchie County, WV on the waters of Rush Run and bounded as follows:

On the North by lands of Jacob Hatfield, heirs

On the East by lands of Peter Six & A. M. Douglas

On the South by lands of Marie Rollins

On the West by lands of J. E. Hardbarger

containing 1/4 int 102.5 acres, more or less, and being the same land conveyed to the Lessor by

by deed dated \_\_\_\_\_, 19\_\_\_\_, and recorded in the office of the Clerk of the County Court of \_\_\_\_\_ County;

in Deed Book \_\_\_\_\_, at page \_\_\_\_\_, reserving therefrom 200 feet from the buildings now on said land on which no wells shall be drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of three years from this date and as long thereafter as the Lessee is engaged in the production of or search for oil and gas, or either of them, and so long as the rental described in paragraph "Fourth" is paid.

IN CONSIDERATION OF THE PREMISES the said Lessee covenants and agrees:

First: To deliver to the credit of the Lessor, free of cost, in the tanks to which the wells of the Lessee may be connected, the equal 1/8th part of all oil produced and saved from the leased premises, and to deliver to Lessor, at the well head the equal 1/8th part of all natural gas produced; or at Lessee's option to pay to Lessor 1/8th of the then prevailing price, at the well head, for oil and/or gas from each well drilled on subject premises, which oil and/or gas is marketed off said premises, subject to Lessor's share of necessary operational costs.

Second: That the Lessor may use gas for heating and lighting the inside of one dwelling house situated on the leased premises, from the well head of any one well producing more gas than is necessary for the operation of this lease. Lessor hereby releases Lessee from all claims for damages which may result from the Lessor's use of said gas. Lessor's use of free gas under this clause shall be limited to 200,000 cubic feet per annum, except where Lessor's acreage is pooled with other acreage under the terms of paragraph Sixth below, Lessor's free gas rights per annum shall be prorated by multiplying the percentage of Lessor's acreage in the pooled unit by 200,000 cubic feet. Lessor hereby agrees to pay Lessee for all gas used in excess of aforesaid free gas rights at the same rate being charged by local utility at time of use. Lessor further agrees to give free right of way over and through premises for service lines of all other members of the unit.

Third: To pay for damages done to growing crops occasioned by the location and drilling of any well or wells.

Fourth: In case no well is commenced on said premises on or before one year from the date hereof, to pay Lessor ten dollars per acre annually, payable annually in advance, for each additional year such location and commencement is delayed from the time above mentioned for the location and commencement of such well until a well is commenced and for such further time as shall elapse between the completion of such well and the first delivery of oil and/or gas therefrom.

This lease is to a depth of 6000 feet

This lease is not to be assigned to Haught Drilling Company.

~~Fifth: Lessee hereby is given the right at its option, at any time from the date hereof while this agreement shall be in effect and from time to time within such period, to pool all or any part or parts of the leased premises or rights therein with any other land in the vicinity thereof, or with any leasehold, operation or other rights or interests in such other land to create units of such size and surface acreage as Lessee may desire, but containing not more than 300 acres plus 10% acreage tolerance, unless units of larger size are required by rule, regulation or order of any governmental authority, and if such larger units are so required by governmental authority any such unit may be established or enlarged to conform to the size specified by such governmental authority. Each unit may be created by governmental authority or by written declaration notice executed by Lessee and recorded by Lessee in the proper clerk's office in the county where this lease held estate is located. Such written declaration notice shall contain a description of the unit so created, specifying the mineral stratum or horizon so pooled if so limited. (Any well which is commenced, or is drilled or is producing on any part of any lands theretofore or thereafter so pooled shall, except for the payment of royalties, be considered a well commenced, drilled and producing on the lands hereby leased.) There shall be allocated to the portion of the leased premises included in any such pooling such proportion of the actual production from all lands so pooled as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of the leased premises included in such pooling in the same manner as though produced from such portion under the terms of this lease. Each of said options may be exercised by the Lessee from time to time, and may be formed by Lessee either before or after a well has been drilled, or production has been established on the leased premises or on a portion of the leased premises which is included in the pooling or on other lands which are pooled therewith.~~

Sixth: All payments under this lease shall be made direct to the Lessor, or by check mailed to Charles F. Cannon

Address 6140 N. 27th Drive; Phoenix, Arizona 85018

Seventh: It is agreed that the Lessee shall have the right to surrender this lease as to all of said tract or any part thereof, at any time, by delivering to the Lessor an instrument of surrender, and by recording such instrument in the proper office in the county where such lease is located, which shall be a full and legal surrender of this lease as to all of said tract or any part therein described, and which delivery and recordation shall cancel all liabilities under said lease both past and future, of each and all parties hereto.

Eighth: It is agreed that the terms and conditions herein contained shall be binding upon the heirs, successors or assign of the parties hereto.

Ninth: If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals therein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

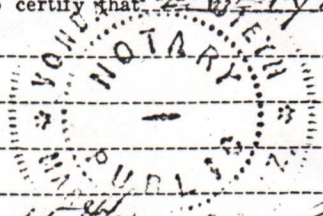
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the first date above written.

Charles F. Cannon (SEAL) Carl E. Smith Petroleum, Inc. (SEAL) Kathleen (SEAL)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

THIS INSTRUMENT WAS PREPARED BY Verner H. Knapp

ACKNOWLEDGMENT OF LEASE

STATE OF Virginia County of Mecklenburg, To-wit;  
I, Glenn Lee Ritchie, a Notary Public of said County of Mecklenburg  
do certify that DEWEY N. TRAUT C.F. CANNON



whose names are signed to the within writing bearing date the  
15<sup>th</sup> day of May, A.D., 1983 this day acknowledged the same before me in my said county.  
Given under my hand and official seal this 15<sup>th</sup> day of May, A.D., 1983  
My commission expires May 7, 1985  
Glenn Lee Ritchie  
Notary Public

ACKNOWLEDGMENT OF LEASE

STATE OF \_\_\_\_\_ County of \_\_\_\_\_, To-wit;  
I, \_\_\_\_\_, a Notary Public of said County of \_\_\_\_\_  
do certify that \_\_\_\_\_

whose names are signed to the within writing bearing date the  
\_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ this day acknowledged the same before me in my said county.  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_  
My commission expires \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF LEASE

STATE OF \_\_\_\_\_ County of \_\_\_\_\_, To-wit;  
I, \_\_\_\_\_, a Notary Public of said County of \_\_\_\_\_  
do certify that \_\_\_\_\_

whose names are signed to the within writing bearing date the  
\_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_ this day acknowledged the same before me in my said county.  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_  
My commission expires \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_  
Notary Public

NO. \_\_\_\_\_ MAP NO. \_\_\_\_\_  
OIL AND GAS LEASE  
FROM \_\_\_\_\_  
TO \_\_\_\_\_  
DATE \_\_\_\_\_  
TERM OF YEARS \_\_\_\_\_  
ACRES LEASED \_\_\_\_\_  
RECORDED: \_\_\_\_\_

Filed and admitted to record in the office  
of the Clerk of the County Commission of Ritchie  
County, W. Va. **MAY 27 1982**  
19\_\_\_\_ at 10:50 o'clock A.M.  
Recorded in LEASE  
Book No. 144 Page 274  
Testes: Linda B. Mass Clerk

**RECEIVED**  
MAR 1 2 1984

ASSIGNMENT OF OIL AND GAS LEASES

OIL & GAS DIVISION  
**DEPT. OF MINES**

STATE OF WEST VIRGINIA

COUNTY OF RITCHIE

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, MORRIS EXPLORATION COMPANY, having an address of 401 Peoples Building, Charleston, West Virginia, 25301, hereinafter called "Assignor", is the owner and holder of those certain Oil and Gas Leases covering lands in the State of West Virginia, as more particularly described in the schedule of leases attached hereto, marked Exhibit "A", and by reference made a part hereof.

NOW, THEREFORE, Assignor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by TRITON RESOURCES CORPORATION, having an address of 10060 Morrison Road, Suite 300, New Orleans, Louisiana, 70127, hereinafter called "Assignee", and subject to further provisions set forth, has sold, assigned, transferred and conveyed and by these presents does sell, assign, transfer and convey unto Assignee all of Assignor's right, title, and interest in and to a portion of the land covered by the Oil and Gas Leases described and referred to upon Exhibit "A", together with all rights thereunder and incident thereto, including any and all personal property located thereon or used in connection therewith. The specific portion of the aforereferenced leaseholds which are assigned herein is delineated as the southern thirty-seven (37.00) acre portion, more or less, of that approximate one hundred two and one-half acre tract of land depicted on the map labeled Exhibit "B" attached hereto and made a part of this assignment.

TO HAVE AND TO HOLD unto Assignee, their successors, legal representatives and assigns, subject to the following reservations and agreements, to-wit:



Assignor hereby excepts from this Assignment and reserves and retains unto Assignor an overriding royalty on the oil and gas (including the respective constituent elements produced within the oil and gas) that may be produced, saved and sold from the lands covered by said lease.

- (a) On Oil, Seven and One-half percent (7.5%) of 8/8 of all of that produced and saved, the same to be delivered at the wells or to the credit of Assignor into the pipeline to which the wells may be connected; and
- (b) On Gas, including casinghead gas or other gaseous substances produced and sold or used off the premises or in the manufacture of gasoline, or other products therefrom, the market value at the well of Seven and One-half percent (7.5%) of 8/8 of all of the gas sold or used.

It being the intent of the parties hereto that ASSIGNOR herein conveys to ASSIGNEE a net revenue interest of Eighty Percent (80%) in and to a portion of the land covered by the leases in Exhibit "A".

Additionally, the Overriding Royalty Interest herein assigned shall also apply and extend to any renewals or extensions of the above described oil and gas leases obtained or acquired by Assignor, his successors or assigns, and for the purpose of this provision, any lease or leases so obtained or acquired, covering any part of the mineral interests now covered by the oil and gas leases assigned herein, within a period of one (1) year following expiration of such lease or leases shall be considered a renewal lease or leases.

Assignor hereby excepts and reserves for itself and its assigns all formations below the base of the Devonian Shale Formation and all formations above the base of the Berea Formation to the surface.

This Assignment is made without warrant of title, either express or implied, and is subject to all of

the terms, stipulations, covenants and conditions of said Leases.

(This instrument was prepared by Morris Exploration Company, 401 Peoples Building, Charleston, West Virginia, 25301).

EXECUTED this 27 day of October, 1983.

MORRIS EXPLORATION COMPANY

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

Jim P. Morris  
President

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 27 day of October, 1983, by Jim P. Morris, President of MORRIS EXPLORATION COMPANY, a corporation.

My Commission Expires: December 1, 1990

Vicky R. Burdette

NOTARY PUBLIC



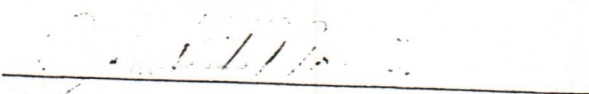


EXHIBIT "A"

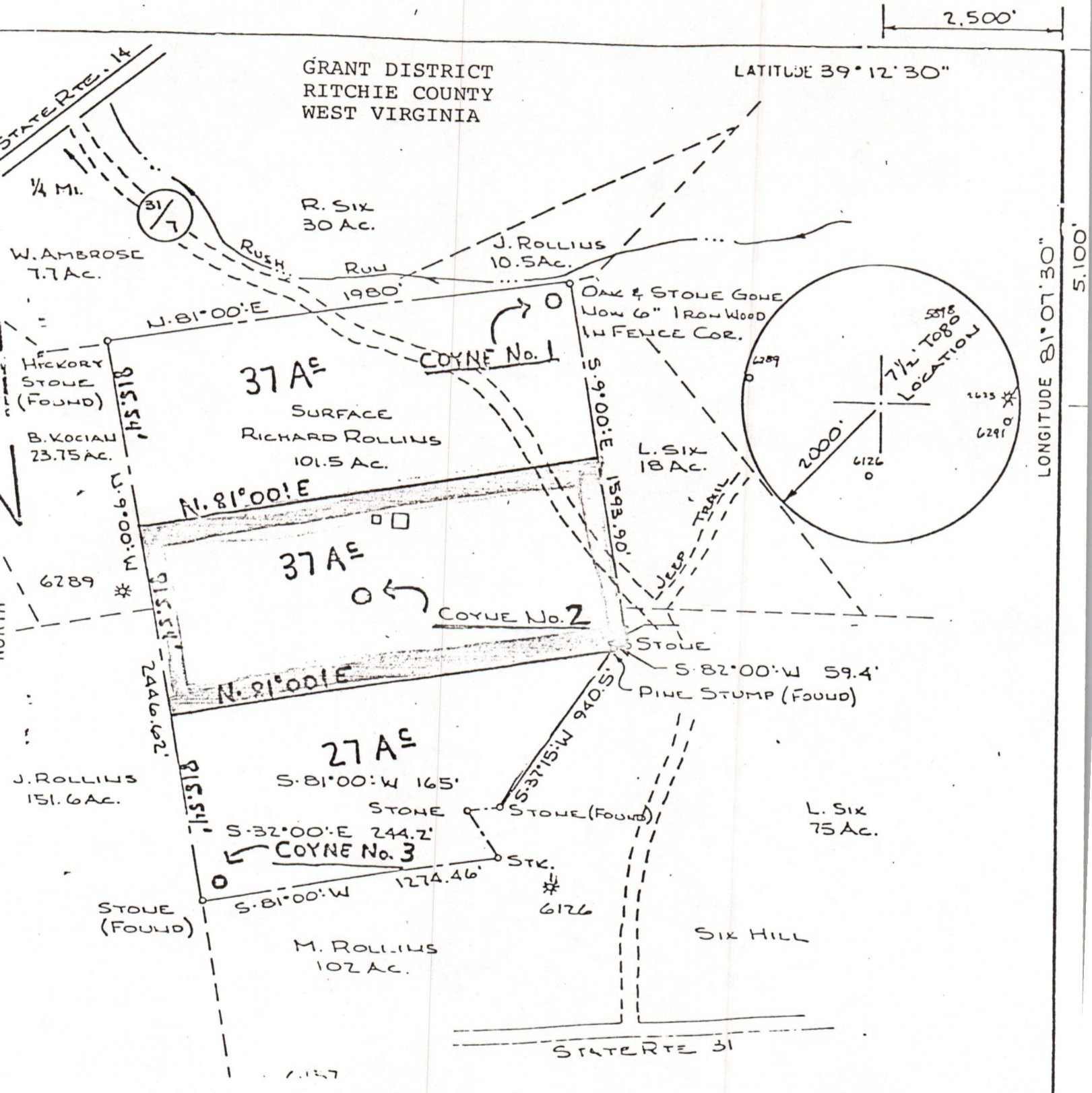
83

Attached to and made a part of that Assignment of Oil and Gas Leases dated October 27, 1983, between Morris Exploration Company, Assignor, and Triton Resources Corporation, Assignee.

1. Oil and Gas Lease #43-29A, dated June 27, 1978, covering 102.50 acres of land, more or less, and showing C. K. Dotson, etux, as lessors, of Record in Ritchie County, West Virginia in Lease Book 125 at Page 571.
2. Oil and Gas Lease #43-29B, dated June 27, 1978, covering 102.50 acres of land, more or less, and showing Faybelle C. Coyne, single, as lessor, of Record in Ritchie County, West Virginia, in Lease Book 125, at Page 573.
3. Oil and Gas Lease #43-29C, dated April 6, 1982, covering 102.50 acres of land, more or less, and showing Janet M. Cunningham, widow, as lessor, of Record in Ritchie County, West Virginia in Lease Book 142, at Page 822.
4. Oil and Gas Lease #43-29D, dated April 6, 1982, covering 102.50 acres of land, more or less, and showing Charles F. Cannon, widower, as lessor or Record in Ritchie County, West Virginia, in Lease Book 144 at Page 274.
5. Ratification of Lease #43-29-1, dated June 27, 1978, covering 102.50 acres of land, more or less, and showing Lucy Taylor, widow, as lessor, of Record in Ritchie County, West Virginia, in Lease Book 147, at Page 619.
6. Agreement and Ratification #43-29-2, dated June 24, 1982, covering 102.50 acres of land, more or less, and showing Charles F. Cannon, as lessor, of Record in Ritchie County, West Virginia, in Lease Book 148 at Page 378.

  
\_\_\_\_\_  
Jim P. Morris

Attached to and made a part of that Assignment of Oil and Gas Leases dated October 27, 1983, between Morris Exploration Company, Assignor, and Triton Resources Corporation, Assignee.



MORRIS

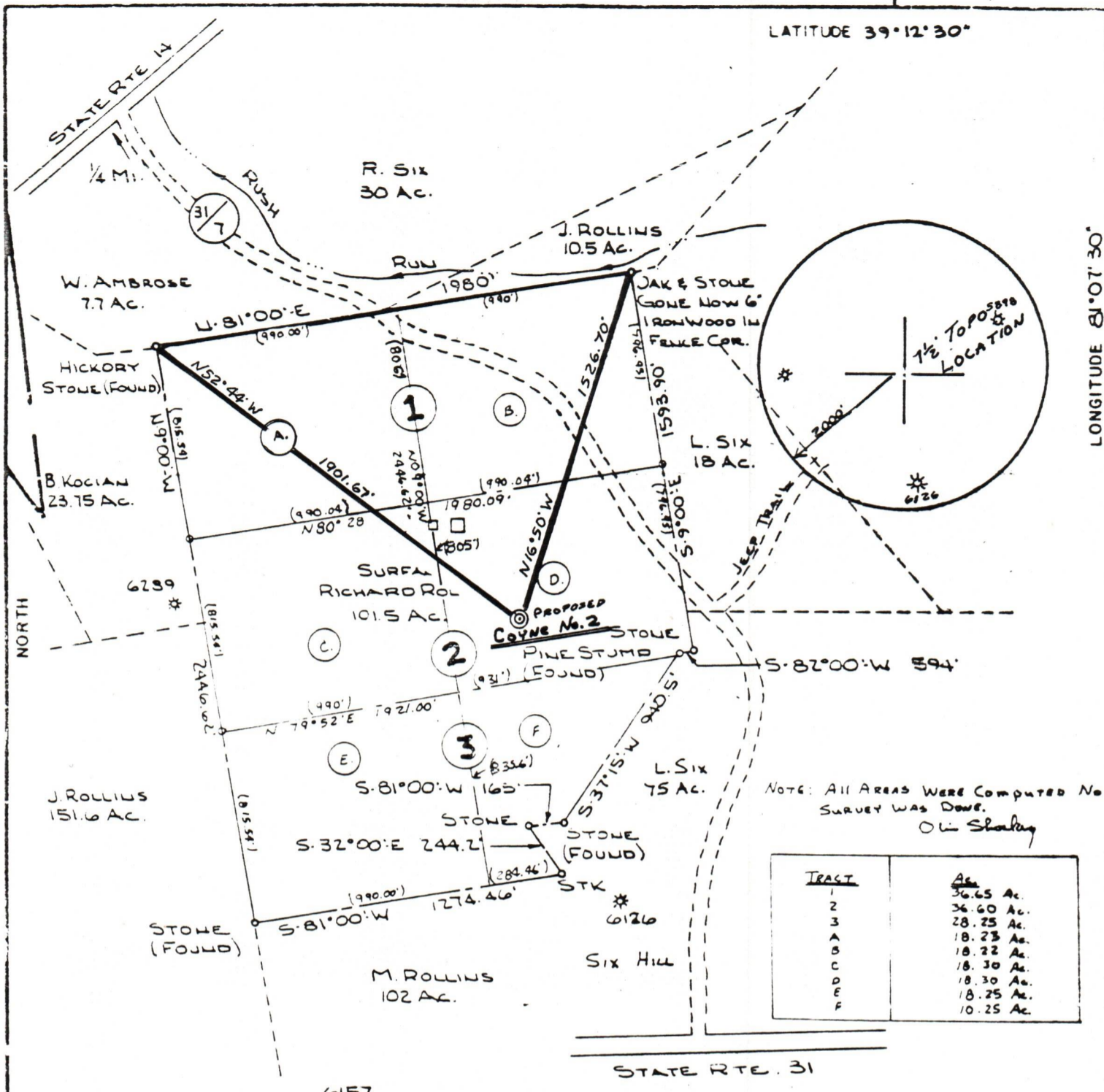
Filed and certified to the office  
of the Clerk of the County Commission of Kenton  
County, W. Va. DEC 14 1903

at 1195 Street A M

Recorded in

Book No. 166 Page 80

Treas. Sarah B. Moore  
Clerk



FILE NO. F.B. 38  
 DRAWING NO. 840021  
 SCALE 1" = 600'  
 MINIMUM DEGREE OF ACCURACY 1:200  
 PROVEN SOURCE OF ELEVATION RD. INTERSECTION 732' N.W. 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 Bartram  
 R.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 4-05-84  
 OPERATOR'S WELL NO. COYNE No. 2  
 API WELL NO. RELOCATION  
47-085-6944  
 STATE COUNTY PERMIT

*Cancelled*

WELL TYPE: OIL  GAS  LIQUID INJECTION \_\_\_\_\_ WASTE DISPOSAL \_\_\_\_\_  
 (IF "GAS", PRODUCTION  ST RAGE \_\_\_\_\_ DEEP \_\_\_\_\_ SHALLOW   
 LOCATION: ELEVATION 848.5' WATER SHED RUSH RUN  
 DISTRICT GRANT COUNTY RITCHIE  
 QUADRANGLE CAIRO (7.5')

SURFACE OWNER RICHARD ROLLINS ACREAGE 101.5  
 OIL & GAS ROYALTY OWNER FAY BELLE COYNE et al LEASE ACREAGE 101.5  
 LEASE NO. \_\_\_\_\_

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

PLUG AND ABANDON \_\_\_\_\_ CLEAN OUT AND REPLUG \_\_\_\_\_  
 TARGET FORMATION DEVONIAN SHALE ESTIMATED DEPTH 3100'  
 WELL OPERATOR CLINT HURT & Assoc. DESIGNATED AGENT I DAVID BARTRAM  
 ADDRESS PO Box 388 ELKVIEW, WV 25071 ADDRESS PO Box 388 ELKVIEW, WV 25071