DRILLING CONTRACTOR:







)	Date:_	December	1	, 19 82
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105

State County

1027

Permit

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3) API Well No.

Clint Hurt			DE	PARTI		TE OF WEST VI OF MINES, OIL		SION A bad amar I	2) Your wa
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4) WELL TYPE			/ Gas _	X				dan ja leuped aus Jendi bupil at fi	
									/ ShallowX/)
5) LOCATION						Watershed:		prings	Durning Chrings 7
6) WELL OPER						County:		Quadrangle: _	Burning Springs 7
Address		etrole					Address	P. O. Box 1	
restables in con-		ntonio						Kenna, WV	The state of the s
7) OIL & GAS		teves in si	G C-	a) bus	Mons Tre	wis notification	legeb a ca to l	Your Sasbaon	Pada in
ROYALTY C		Shadowla			or.	1		RATOR None	W (3101 F) (4
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Acreage	1063			10	115	CELVI	COAL OWN	JER(S) WITH DECLA	RATION ON RECORD:
8) SURFACE O	WNER_Sa	ame as a	above	1	الما		Name	To the distance of the	A THE PARTY
Address				- 1		<u>= 0 0 100</u>	Address	400	
Agrana	1063				- U	EC 0 1 198			CHARGE AND
Acreage 9) FIELD SALI	A CONTRACTOR	TO:		1			Name		ikuade(1) (2
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n soat proposes	9 <u>76905 (8</u>	0.000	008/1	T	DEF	T. OF Y	COAL LESS	EE WITH DECLARA	TION ON RECORD:
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		DATE OF THE PROPERTY OF THE PR		THE SEC MAN PARTY OF	STREET, STREET, U.S. S.			racture or stimulate	
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		Other physi	ical chang	ge in we	ell (spec	ify)	Tow date	and the state of the last	serial de la constantina della
6) GEOLOGICA								VIOLINA	Maria 1142 / / /
17) Estimate						feet	560	feet.	
								he area? Yes	
0) CASING AN				VOIIC		is coa	denig inmed in t	ne area? Tes	/ PNO
	D TUBING	PROGRAM	VI						189) AA (QI
CASING OR TUBING TYPE	P. S. S. S. S.	SPECI	FICATION Weight	1	0.000			CEMENT FILL-UP OR SACKS	PACKERS
Conductor	Size	Grade	per ft.	New	Used	For drilling	Left in well	(Cubic feet)	* 45.02 E
Conductor Fresh water	9 5/8			Λ	-	0 10 - 2213/ 10 2	330	CIIC.	Kinds
Coal						010.72	pions out	am kingan had ma	Sizes
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							(16)	-E Stee Tou Lake	SI J. NO. (S.S
1) EXTRACTIO	N RIGHTS	1000000			44	Solitor contractive	EV. To sosmitus	more assertions to the	and the
Check and pro						is all talling trees	ni balatenana	no terropenant es	nan gaz veçra. Liftin ba
Include	d is the leas	e or leases	or other o	continui	ng cont	ract or contracts l	by which I hold t	the right to extract oil of	or gas.
2) ROYALTY P			-1-(c) (1)	through	(4). (3	See reverse side fo	r specifics.)	nsta acomencies	1. 6. AT
Is the right to	extract, proc	duce or marl	ket the oil	l or gas	based up	pon a lease or othe	r continuing cont	tract or contracts provid	ling for flat well royalty or any
similar provisi	on for com	pensation to	the own	ner of t	ne oil o	r gas in place whi	ich is not inheren	ntly related to the volu	me of oil or gas so extracted,
f the answer abov				eded. If	the ans	swer is Yes, you n	nav use Affidavit	Form IV-60.	a System Ziota (e.) Esta a Suem At
3) Required Cop	ies (See reve	erse side.)				ertracell ent	d dos antian		a sartu svah
4) Copies of this	Permit App	owner(s)	the encl	losed pla	at and r	eclamation plan h	ave been mailed	by registered mail or d	elivered by hand to the above blication to the Department of
Mines at Char	leston, West	t Virginia,	and coar i	icssec of	i or ber	ore the day of the	maning of denv	very of this Permit App	oncation to the Department of
Notary:	Ru 4	8 43	in	Lett	I		Signed:	e Roy Hop	hom
My Commission	Expires	ecem	ber	1.1	990	Ja uso em ge	Its: Desi	gnated Agent	relic) od i
River States	Participation	Same Lead	201017	Man -	6 91	le 12-6-20 H	on under Co	nami sabija palmone	n still orly
						FFICE USE O		Literari force	11.10 (19.0)
Permit number	47-	105-102	7		Di	RILLING PER	MIT	December 2	82
								Da	
his permit covering	to the cond	perator and	d well loc	ation sh	own be	elow is evidence of	f permission gran	nted to drill in accorda	nce with the pertinent legal re-
Refer to No. 10) Pr	ior to the co	nstruction o	of roads.	location	s and pi	ts for any permitte	ed work. In addit	e given to the District (Oil and Gas Inspector. or his contractor shall notify the
roper district oil a	ind gas insp	ector 24 hou	urs before	e actual	permitt	ted work has com	menced.)	hongretotina di T	antient to the mane may
ermit expires	Aug	gust 2,	1983	*'D. Bir.	UNIV.	unless dri	lling is commence	ed prior to that date and	prosecute with due diligence

Permit expires	August	2, 1983	o'o a conV r	unless dr	illing is commenced prior to that date and prosecuted with due diligence.
Blankeh	Agent: OK	Plat:	Casing	Fee 1894	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 then six thousand feet, whatever is shallower.
 - 5) Where well is located
 - 6) Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office
 - 7) Use separate sheet if necessary
 - 8) Present surface owner at time application is filed.
 - 9) Optional
- 11) See Reg. 7.01 relating to code §22-4-1k2 VIG ZAD & JIO
- 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).

19

Date:

- 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.
- 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.

Icours oth 2 Miles Direction		WAIVER	01/12/2024
			of the coal under this well location has ex-
			ea of the well location, the well location has been sed to be done at this location, provided, the well
operator has complied with all applica	ble requirements of	of the West Virginia	a Code and the governing regulations.
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DATE	0	ct.	22	2	1982	
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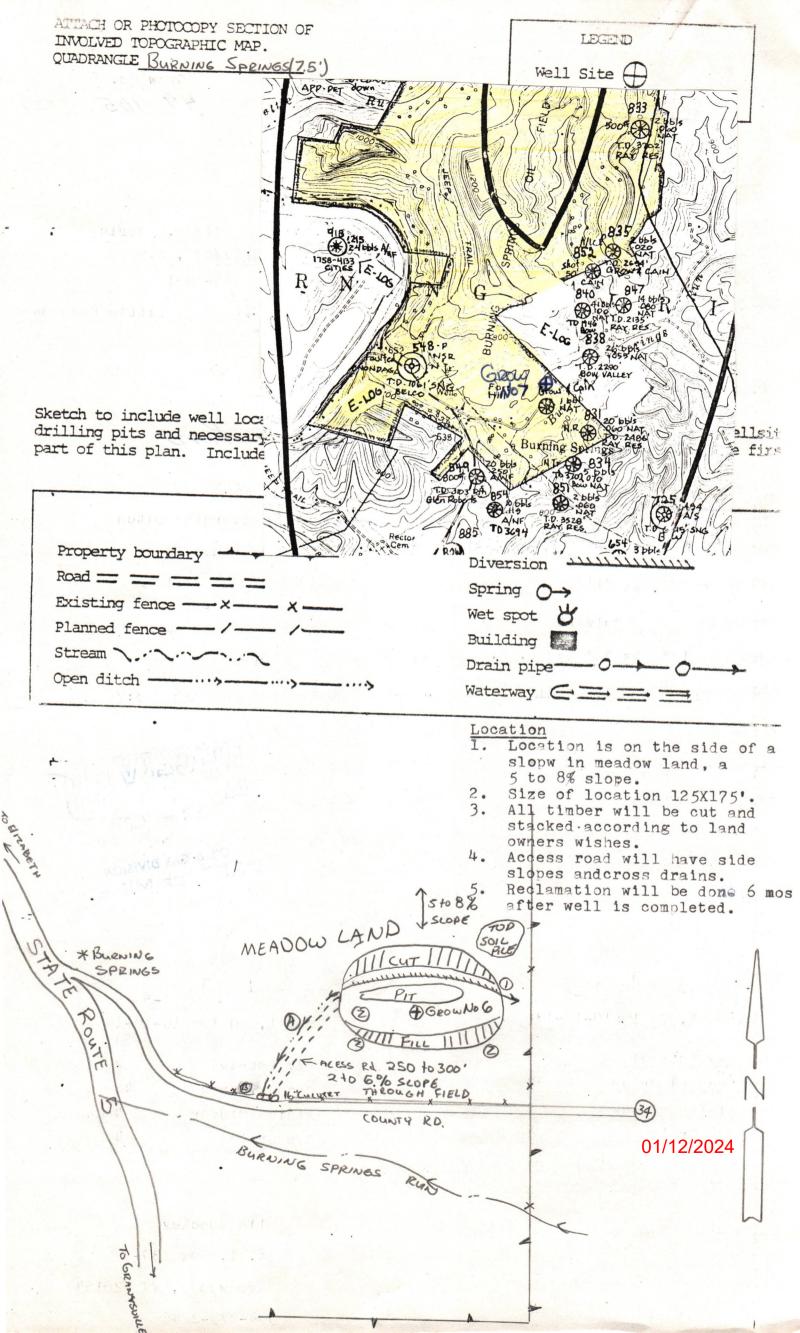
State of Mest Nirginia

API NO. 47-105

Bepartment of Mines Bil and Gas Bivision

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Wayman Buchanan		ESIGNATED AGENT Jim P. Morris
Address San Antonio, Texas		Address Charleston, WV
Telephone 512-223-3897		Telephone 345-6631
LANDOWNER George Grow		SOIL CONS. DISTRICT Little Kanawha
Revegetation to be carried out by	Unkno	
This plan has been reviewed by	Little K	o novido
and additions become a part of this pl		Commission designation of the party of the party party and the party party party and the party p
part of this pi		(Date)
	Jar	rett Newton
	0	(SCD Agent)
ACCESS ROAD		LOCATION
Structure Drainage Ditch	(A)	Structure Diversion Ditch (1)
Spacing		Material Earthen
Page Ref. Manual 2:12		
rage Rei. Manual 2:12	•	Page Ref. Manual 2:12
Structure Culvert	(B)	Structure (2
Spacing 12" Min-30" Max I. D.		Material Straw
Page Ref. Manual 2:7 & 2:8		Page Ref. Manual 3:6 & 3:7
		aught framework and the state of the state o
Structure	(C)	Structure 13
Spacing , and make the second		Material MEGETVED
Page Ref. Manual		Page Page W. Gill
477		11-60 1 1982
commercial timber is to be cut and	d regularly stacked and	and repaired if necessary. All
All structures should be inspected commercial timber is to be cut and scut and removed from the site before	e dirt work	begins. DEPT. DE AVISION
		MINES
I	REVEGETATIO	ON .
Treatment Area I		Treatment Area II
Lime 3 Tons/acr	re	Lime 3 Tons/acre
or correct to pH 6-5		or correct to pH 6-5
Fertilizer 1,000 lbs 10-10-10 lbs/acre (10-20-20 or equivalent)	9	Fertilizer 1,000 1bs 10-10-10bs/acre (10-20-20 or equivalent)
fulch Hay (Straw) 2Tons/acc	e	Mulch Hay (Straw) 2 Tons/acre
Seed* Orchard Grass 40 lbs/acre		Seed* Orchard Grass 40 lbs/acre
Alsike Clover 4lbs/acre		Alsike ·Clover 4lbs/acre
Rye Grain 41bs/acre	2	Rye Grain 01/12/2024re
inoculate with 3% recommended amount.	, trejoil	and clovers with the proper bacterium.
	PLAN PRE	PARED BY Olin Checker
TOTES.	- LAW SAL	with the same of t
NOTES: Flaces request landowners' cooperation to protect new		ADDRESS Rt. 1, Box 139-B
seedling for one growing season.		Ravenswood, WV 26164
Attach separate sheets as necessary for comments.	DE/	304-273-2246



Oil and Gas Lease

43 64 1100

EDOIT KOLD PAGE 13/

Agreement	Made and entered into the 15th of September AD, 1982 by and between

George C. Grow, Jr. and George C. Grow, Inc., a New Jersey Corporation.

626 Shadowlawn Dr.

Westfield, NJ

parties of the first part hereinafter called Lessor and Wayman W. Buchanan, 444 Petroleum Commerce Building, san Antonio, Texas 78205 WITNESSETH:

, party of the second part, hereinafter called Lesse

1. That for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid by Lessee, the receipt of which is hereby acknowledged, and o covenants and agreements hereinafter contained, Lessor does hereby grant, demise, lease, and let onto Lessee for its exclusive possession and use for the purpose of (a) exploring. apecting, drilling, operating for and producing oil and gas, including casinghead gas and casinghead gasoline condensate, (b) saving, treating, transporting and caring for said product removing therefrom, and from lands operated therewith, brine and other refuse and injecting the same, gas, and any other substances into the subsurface thereof, (d) exercising all ri and privileges hereinafter granted to Lessee, (e) constructing, operating and maintaining thereon all structures and facilities necessary or convenient for any and all said purposes as pooling or unitizing the same with other lands for such purposes, as hereinafter more fully set out, all that certain tract of land situated in Clay and Burning Sp. Districts of Wirt County, and Grant District of Ritchie County, State of West Virginia, and described as follows:

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

DEPT. OF MINES

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

On the South by. On the West by

containing 2,337.75 acres, more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and ed or claimed by Lessor are hereby leased to Lessee.

Lessee shall be responsible for any damage to growing crops, fences, and buildings which may result from said operations. No well shall be drilled within 200 feet of any house or now on said premises without consent of Lessor. Lessor agrees that Lessee may enter upon leased premises, search for and clean out any abandoned oil or gas well, and such well then be considered to have been drilled under the terms of this lease. The same may be properly plugged and abandoned again or refitted and utilized by Lessee for the production of g oil. Lessor shall allow Lessee reasonable easements for roadways or pipelines on or across lands herein leased for operations conducted on other lands operated by Lessee.

2. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land, either in who In part, and if Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. When require state, federal or other law, Lessee may withhold taxes with respect to rental, royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority fo credit of Lessor.

five

3. It is agreed that this lease shall remain in force for the term of isn years from the above date, (hereinafter called the primary term), and as long thereafter as the above described lan ny portion thereof, 我保险公司,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们的证明,我们可以可以证明 as oll or gas is being withdrawn from the premises by Lessee, or as long as this lease is extended by any other provisions contained herein.

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The royaltles reserved by Lessor, and which shall be paid by Lessee, are: (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8) of that produced and s from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected, provided, however, Lessee may from tire time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas, included the same gravity; (b) on gas, included the same gravity; (b) on gas, included the same gravity; (c) on gas, included the same gravity; (d) on gas, included the same gravity; (e) casinghead gas and all other gaseous or vaporous substances, produced from said land and sold or used off the leased premises, the market value at the wells of one-gighth (1/8) of the so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced, making allow and deduction for a fair and reasonable charge for gathering, compressing and making merchantable such gas, provided, that on gas sold at the wells, the royalty shall be one eighth (1 the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, if any such sale of gas is regulated as to price by any government. agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated or allocated back to the wells which produced, making allowance and deduction of a fair and reasonable charge for gathering, compressing and making merchantable such gas and which amount may be further Justed up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. During any period (whether before or after expir. of the primary term hereof) where there is a gas well on the leased premises or on a unit that includes all or a part of the leased premises, however designated, capable of producing g paying quantities and gas is not being sold or used and the well or wells are shut in for a period of one year and there is no current production of oil or gas or operations on said te premises or any portion or stratum thereof sufficient to keep this lease in force, Lessee shall be obligated to pay or tender as shut-in royalty an amount (which shall be the same and sha paid regardless of the number of shut-in wells and regardless of whether the shut-in well or wells be located upon said leased premises or upon such other acreage as is embraced in unit) equal to the delay rental as provided herein, payable annually at the end of twelve months from date such well is shut in and while said royalty is so paid or tendered this lease sha held as a producing property under the provisions of this lease. The amount of each such payment or tender may be paid by check or draft of Lessee in the same manner as provide Paragraph Seven (7) hereof, and such payments may be made beyond, the primary term. Lessee, shall use reasonable dilligence to market gas capable of being produced from such shall use reasonable dilligence to market gas capable of being produced from such shall use reasonable dilligence to market gas capable of being produced from such shall use reasonable dilligence to market gas capable of being produced from such shall use reasonable dilligence to market gas capable of being produced from such shall use reasonable dilligence to market gas capable of being produced from such shall use reasonable dilligence to market gas capable of being produced from such shall use reasonable dilligence to market gas capable of being produced from such shall use reasonable dilligence to market gas capable of being produced from such shall use reasonable dilligence to market gas capable of being produced from such shall use reasonable dilligence to market gas capable of being produced from such shall use reasonable dilligence to market gas capable of being produced from such shall use the shall use to be shall use to be shall use the shall use to be shall use to b well or wells but shall be under no obligation to market such gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Le

tor acre per year. Said delay rental shall be payable each six months thereafter during the primary term hereof until drilling operations are commence the leased premises, or on acreage pooled therewith as above provided or until this lease is surrendered. If operations for drilling are commenced on the leased premises, or on acreage pooled therewith as above provided, before the end of the term for which delay rentals have been made to Lessor, the unaccrued portion of said payment shall be credited to Lessee o delay rentals or royartles that may be due Lessor. Drilling operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first other than surveying or staking the location, is done thereon which is necessary for such operations.

7. Fallure to pay or error in paying any rental or other payment due hereunder shall not constitue a ground for forfeiture of this lease and shall not affect Leasee's obligation to make payment, but Lesses shall not be considered in default on account thereof until Lessor has first given Lesses written notice of the non payment and Lesses shall have falled for a period platy (60) clays after receipt of such notice to make payment. Payment or tender of rental or other payment hereunder may be made by check or draft of Lasses delivered or malled to authorized ('epositivity bank or Lessor (at address last known to Lessos) on or before such date for payment, and the payment or lender will be deemed made when the check or draft delivered or mailed. If said named or successor bank (or any other bank which may, as hereinafter provided have been designated as depository) should fall or liquidate or for any re refuse or fall to accept rental, beseen shall not be held in default for fallors to make such payment or tender until staty (60) days after bessor shall deliver to bessee a proper recordate

8 If prior to discovery and production of oil or gas on the trased premises or on acreage puoled therewith, Lessee should drift a dry note on the set if ereon on it after discovery and production to oil or was the production thereof should cease from any cause, this lease shall not ferminate if Lessie commences operations for drilling dispersing. Disposing black, for reworking within ninety (90) days thereafter or if it be within the primary term, commences or resumes the payment or tender of delay rentals or commences operation for drilling, disposing plugging the commences of the primary term, commences or resumes the payment or tender of delay rentals or commences operation for drilling disposing plugging the commences of the primary term.
back, or reworking on or before the delay rental paying date next ensuing after the expiration of ninety (90) days from date of completion of dry hole or cessation of production. If at any time aubsequent to ninety (90) days prior to the beginning of the last year of the primary term and prior to the discovery and production of oil or gas on the leased premises or on acreage poole therewith, Lessee should drill a dry hole thereon, no delay rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling, deepening, plugging back, or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, the lease shall remain in force so long as operations of said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days and, if they result in the
production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or on acreage pooled therewith. 9. Lesses, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by tendering an appropriate instrument of surrender to the Lesse or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereupon this lease, and the rights and obligations of the pa
ties hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of leased premises the rental and all other payments specified above shall be proportionately reduced on an acreage basis and Lessee shall have reasonable easements for then existing pipelines or road ways on the lands surrendered for the purpose of continuing operations on the lands retained. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, pipelines, fixtures, buildings, or other structure placed on said premises, including the right to pull and remove all casing.
10. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas on, in or under any part of the lease premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the
royalties and delay rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate which Lessor is seized. Said Lessee shall not be required in any event to increase the delay rental or the gas or oil royalty payments hereunder by reason of any royalty or interest in said or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise, and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royalting thereafter to be made shall be reduced in the same proportion.
11. In case of notice of, or an adverse claim to the premises, affecting all or any part of the delay rentals or royalties, Lessee may withhold payment or delivery of the same until the ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader.
12. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals or royalties or in the status of a party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (3 days after Lessee shall have been furnished by U.S. Mall at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach the event of the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased or the estate of the deceased until such time as Less is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or if there be none, evidence satisfactory to it as to the helis or devise
of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof. Less may have or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregate portion of the leased premises, the delay rentals and shut-in royalties payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surfa area of each, and the failure to pay delay rentals or shut-in royalties on the one segregated portion of the leased premises shall not affect the rights hereunder of the party holding the oth segregated portion hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument ecuted by all such parties designating an agent to receive payment for all.
13. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate hereby nor grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall not Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, If in default, shall have 60 days after receipt of such notice in which to commence the compliance with the compliance with the commence the compliance with the
the obligations imposed by virtue of this instrument.
premises, providing that sald well has sufficient pressure for such use. Lessor agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessee shall not be need hat for any accident or damage caused by Lessor's sald use of gas, nor shall Lessee be liable for any shortage or fallure in supply of gas for said domestic use.
15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein premises are situated inso as the same in any way may affect the purpose for which this lease is made.
16. Should any one or more of the parties named herein as Lessor fall to execute this lease, it shall nevertheless be binding on the party or parties executing the same and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the properties of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors as
17. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority has jurisdiction, including restrictions on the drilling and production of wells and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other op tions are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain equipment, services, material, water, electricity, fuel, access or easements, or by fire, fic war, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such product or by other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay, and at Lessee's option, the period of such prevention or delay, and at Lessee's option, the period of such prevention or delay, and at Lessee's option, the period of such prevention or delay, and at Lessee's option, the period of such prevention or delay. IN WITNESS WHEREOF, this instrument is executed on the date first above written. WITNESS WHEREOF, this instrument is executed on the date first above written. GEORGE C. GROW, JR.
This Document Prepared by: GEORGE C: GROW, INC.
Fred D. Clark — CLARK & THOMPSON, L.C. — a New Jersey Corporation
Suite 612, Peoples Bldg. Charleston, WV 25301 ACKNOWLEDGMENT THE PROSIDENT
COUNTY OF UNION STATE OF NEW JERSEY
County, in the State aforesaid, do hereby certify that GEORGE C. GROW JR.
personally known to me to be the same personwhose name 15 subscribed to the foregoing instrument, appeared before me this day in person, and acknow
thathesigned, sealed and delivered the said instrument as #/5 free and voluntary act, for the uses and purposes therein set forth, and desired the same to be record
Given under my nand and Seal, this 21 ST day of SCOTEMBERAD. 19 820 MAKCH 7 1986
BARBARA H. CATANZARO Davora Walangin
NOTARY PUBLIC OF NEW JERSEY My Commission Expires Mar. 7, 1986 ACKNOWLEDGMENT O1/12/2024
COUNTY OF UNION STATE OF NEW TERSEY BARBARA H. CATANZARO
County, in the State aloresaid, do hereby certify that GEORGE C. GROW, TR. PRESIDENT OF GEORGE C. GROW, TANDERS OF GEORGE C. GROW, TR. PRESIDENT OF GEORGE C. GROW, TR. ANELY JERS OF CORPORATION
personally known to me to be the same personwhose name 15 subscribed to the foregoing instrument, appeared before me this day in person, and acknowled the signed, sealed and delivered the said instrument as 115 free and voluntary act, for the uses and purposes therein set forth, and desired the same to be re
outh 31-5 STOSEMPLES - K3
Given under my hand and seal, Inleased ST day of SCPSMER AD HE CATANZARO BARBARA HE CATANZARO

ATTACHMENT "A"

13-43

- 18. LESSOR hereby excepts and reserves all formations from the surface of the herein leased premises to the top of the Big Laime formation.
- 19. In addition to the one-eighth (1/8) royalty interest reserved by LESSOR in paragraph 5, herein, LESSOR reserves an additional one-thirty second (1/32) royalty interest, so that wherever in paragraph 5, herein, the term "one-eighth, (1/8)" appears, it shall be read as "five-thirty seconds, (5/32)".
- In addition to the royalty interests specified herein, LESSOR shall receive a One-Sixteenth (1/16th) working interest in any well drilled under the terms of this agreement after LESSEE has recouped all drilling and production costs applicable to such well, together with the recoupment by LESSEE of any and all bonus payments paid to LESSOR and all associated acreage costs paid by LESSEE for the total acreage specified herein. Working interest shall be defined as Eighty per cent (80%) of the gross proceeds from any well less One Hundred per cent (100%) of all costs incurred in the drilling and production of said well. working interest herein provided to LESSOR shall be a net profits interest and LESSOR shall not be required to prepay any costs incurred by said working interest. It is agreed that drilling costs for each well shall be considered recouped when all monies spent for the drilling of such well have been recovered by LESSEE or when LESSEE has recovered Three Hundred Ten Thousand Dollars (\$310,000.00) per well, whichever amount is less. In addition, bonus payments and all associated acreage costs shall be recouped at the rate of Thirty-Six Thousand Five Hundred Dollars (\$36,500.00) per well until all such costs are recouped, making the total maximum recoupable cost per well prior to LESSOR receiving the aforesaid working interest Three Hundred Forty-Six Thousand Five Hundred Dollars (\$346,500.00). It is.

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

- 21. Each well drilled by LESSEE on the subject acreage will hold One Hundred and Twelve (112) acres thereof by production within the meaning of Paragraph 3, herein, and the location of such acreage around each well shall be determined by the LESSEE in his sole discretion.
- 22. LESSEE agrees to commence drilling operations for the first well on the subject acreage within ninety (90) days after the execution hereof. The parties hereto recognize that the acreage which is the subject of this Lease is the same acreage which is the subject of an Assignment between these parties bearing even date herewith, and that the commencement of drilling operations upon any of the properties leased or assigned shall be such as to satisfy any drilling commitment as required in said Assignment or this Lease. In order to hold by production the subject acreage as set forth in paragraph 21 herein, LESSEE agrees thereafter to drill additional wells at the rate of one well per each ninety day period. It is understood and agreed that each ninety day time period shall be cumulative for each well drilled and the drilling of additional wells shall not be required until all ninety day time periods established by previously drilled wells have expired. It is further understood and agreed that the provisions of this paragraph relate only to the manner in which the subject acreage or any part thereof is to be held by production and there is no covenant by LESSEE to drill any specific number of wells nor is there any restriction on the maximum number of wells which LESSEE can drill thereon. If LESSEE does not drill the twenty wells necessary to hold the ent9142/2024 premises as a producing property, then LESSEE shall release all acreage which is not held as a producing property. The amount of acreage to be released will be determined by

GEORGE C. GROW, JR.

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

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

01/12/2024

GEORGE C. GROW, JR.

X		EXHIBIT B			. 8
رحر) GRANTOR	GRANTEE	DESCRIPTIVE NAME	ACREAGE	DATE	RECORDING (1)
S	BURNING SPRINGS DIS	BURNING SPRINGS DISTRICT, WIRT COUNTY, WEST VIRGINIA	TRGINIA		r. Ge
Louis Roberts, et al.	George C. Grow et al	Rathbone Oil Tract	1,129 by deed	11/30/1938	DB 90/273 DB 89/350
Louis Roberts, et al.	George C. Grow et al	W.H.H. Wheaton Lot	5	11/30/1938	DB 90/273 DB 89/350
(worth Crow	Thorn & Roberts Tract	6	7/31/1936	DB 86/467
0. E. Grow	; .	Wheaton L	8-3/4	7/31/1936	DB 86/467
		Whitecotton Tract	46-3/4	8/17/1981	DB 162/968
Mildred Kirby, et al.	G. Grow.	Coplin Tract	50	1/9/1982	DB 163/418
Elizabeth leeter fullitys	Grow	Wetzel Tract	8	6/5/1951	DB 109/99
ы 1		Gracy Tract	32	6/5/1951	DB 109/99
ត្ ធ	ی	W.H.H. Wheaton Lot	15	6/5/1951	DB 109/99
ت ا ت		Werzel Tract	2	6/5/1951	DB 109/99
٠ ن	; ;	Wetzel Tract	2	6/5/1951	DB 109/99
	; ,	Werzel-Trace	9	11/30/1938	DB 90/273
Louis Roberts, etal.	Grow et	Rathbone Lot # 1	7-3/4	11/30/1938	DB 90/273
•				1	

GEORGE C. GROW, JR.

CLAY DISTRICT, WIRT COUNTY, WEST VIRGINIA

GRANTOR	GRANTEE	DESCRIPTIVE NAME	ACREAGE	DATE	RECORDING
Val D. Bailey, et al.	George C. Grow	Bailey Tract	67	11/27/1961	DB 122/420
Roberts Oil Company	George C. Grow	California Tract	167 by Deed 253 by Survey	5/20/1929	DB 79/463
Etta Swisher	George C. Grow	Swisher Tract	66	9/23/1944	DB 98/280
John M. Nelson, et al.	George C. Grow	Mary Nelson Tract	43	7/19/1937	DB 88/486
Roberts Oil Company	George C. Grow	Rex Lease	200 by Deed 312 by Survey	5/20/1929	DB 79/463
Roberts Oil Company	George C. Grow	J. F. Dravo Tract	1423	5/20/1929	DB 79/463
	GRANT DISTRICT,	GRANT DISTRICT, RITCHIE COUNTY, WEST VIRGINIA	SINIA		
Roberts Oil Company	George C. Grow	Sharpnack Tract	62%	4/20/1929	DB 95/322
H. H. Haynes, et al.	George C. Grow	Deem Tract	65	12/20/1939	DB 107/186
		TOTAL ACREAGE	2,337.75		

01/12/2024

Andrea McCoy

Filed and admitted to record in the office of the Clerk of the County Commission of Ritchie County, V. Va. SEP 229 1982

County, V. Va. SEP 29 1982

19 at 9:00 ordock A

Recorded in Lease

Book No. 148
Tester Asmola

Page

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State of West Birginia

Bevartment of Mines Gil and Gas Bivision Charleston 25305 April 14, 1983

THEODORE M. STREIT ADMINISTRATOR

DIRECTOR

WALTER N. MILLER

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

will remain under bond coverage for life of the well.

		FARM: Geo	orge C. Grow, Jr.
		WELL NO:	6
		DISTRICT:	Burning Springs
		COUNTY	Wirt
Gentler	men:		
This of	he FINAL INSPECTION REPORT for the above des ffice. Only the column check below applies:	scribed well h	as been received in
XXX	The well designated by the above permit no Blanket Bond. (Permit Cancelled - Re-Issued	umber has been as: WIRT-1062	released under your
	Please return the enclosed cancelled single designated by the above permit number to to said bond in your behalf, in order that the records.	he surety com	pany who executed
	Your well record was received and reclamat accordance with Chapter 22, Article 4, Sec	ion requireme tion 2, the a	nts approved. In bove captioned well

WIRT-1027

Very truly yours,

In Re: PERMIT NO:

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

