



1) Date: November 17, 19 82
 2) Operator's Well No. P-155-1
 3) API Well No. 47 085 6053
 State County Permit

DRILLING CONTRACTOR:

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

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil / Gas
 B (If "Gas", Production / Underground storage _____ / Deep _____ / Shallow)
- 5) LOCATION: Elevation: 1115 Watershed: Hushers Run
 District: Clay County: Ritchie Quadrangle: Ellenboro 7.5
- 6) WELL OPERATOR Panther Fuel Company
 Address P.O. Box 850
Bridgeport, West Virginia 26330
- 11) DESIGNATED AGENT Panther Fuel Company
 Address P.O. Box 850
Bridgeport, West Virginia 26330
 *Robert Cotter
- 7) OIL & GAS ROYALTY OWNER Benjamin McVay, et al.
 Address P.O. Box 76
Ellenboro, West Virginia 26346
 Acreage 47
- 12) COAL OPERATOR _____
 Address _____
- 8) SURFACE OWNER Benjamin McVay,
 Address P.O. Box 76
Ellenboro, West Virginia 26346
 Acreage 47
- 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
 Name _____
 Address _____
 Name _____
 Address _____
- 9) FIELD SALE (IF MADE) TO:
 Address _____
- 14) COAL LESSEE WITH DECLARATION ON RECORD:
 Name _____
 Address _____
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED
 Name Samuel N. Hershman
 Address P.O. Box 66
Smithville, West Virginia 26178
- 15) PROPOSED WORK: Drill / Drill deeper _____ / Redrill _____ / Fracture or stimulate
 Plug off old formation _____ / Perforate new formation _____
 Other physical change in well (specify) _____
- 16) GEOLOGICAL TARGET FORMATION, Marcellus Shale
- 17) Estimated depth of completed well, 5990 feet
- 18) Approximate water strata depths: Fresh, _____ feet; salt, _____ feet.
- 19) Approximate coal seam depths: _____ Is coal being mined in the area? Yes _____ / No

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OIL & GAS DIVISION
DEPT. OF MINES

20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	Size	SPECIFICATIONS			FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
		Grade	Weight per ft.	New	Used	For drilling		
Conductor	<u>11 3/4</u>				<input checked="" type="checkbox"/>			Kinds
Fresh water								
Coal								Sizes
Intermediate	<u>8 5/8</u>		<u>23</u>	<input checked="" type="checkbox"/>		<u>1225</u>	<u>260 bags</u>	Depths set
Production	<u>4 1/2</u>		<u>10</u>	<input checked="" type="checkbox"/>		<u>5990</u>	<u>AS NEEDED</u>	
Tubing								
Liners								Perforations: Top Bottom

- 21) EXTRACTION RIGHTS
 Check and provide one of the following:
 Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil or gas.
 The requirement of Code 22-4-1-(c) (1) through (4). (See reverse side for specifics.)
- 22) ROYALTY PROVISIONS
 Is the right to extract, produce or market the oil or gas based upon a lease or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil or gas so extracted, produced or marketed? Yes No
- If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-60.
- 23) Required Copies (See reverse side.)
- 24) Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia.

Notary: Larry W. Schenek
 My Commission Expires March 26, 1991

Signed: Richard E. Belsford
 Its: Asst. to President

OFFICE USE ONLY
DRILLING PERMIT

Permit number 47-085-6053 Date December 3 1982
04/05/2024

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

Permit expires August 3, 1983 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>Blanket</u>	Agent: <u>ok</u>	Plat: <u>M.Y.</u>	Casing: <u>M.Y.</u>	Fee: <u>297</u>
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Fred Belsford
 Administrator, Office of Oil and Gas

Line Item Explanation

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

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

WAIVER

04/05/2024

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

Date: _____, 19____


By _____


Its _____

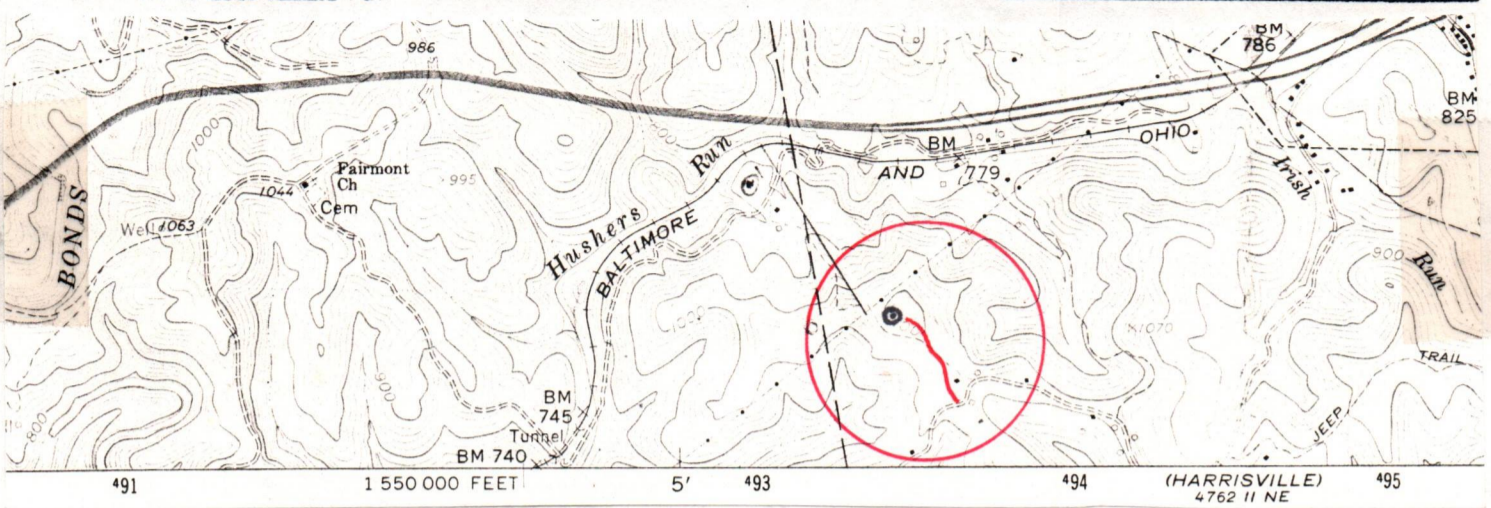
IV-9 REVERSE
(REV 8-81)

ATTACH OR PHOTOCOPY SECTION OF
INVOLVED TOPOGRAPHIC MAP.
QUADRANGLE ELLENBORO 7.5'

LEGEND

Well Site 













Access Road 

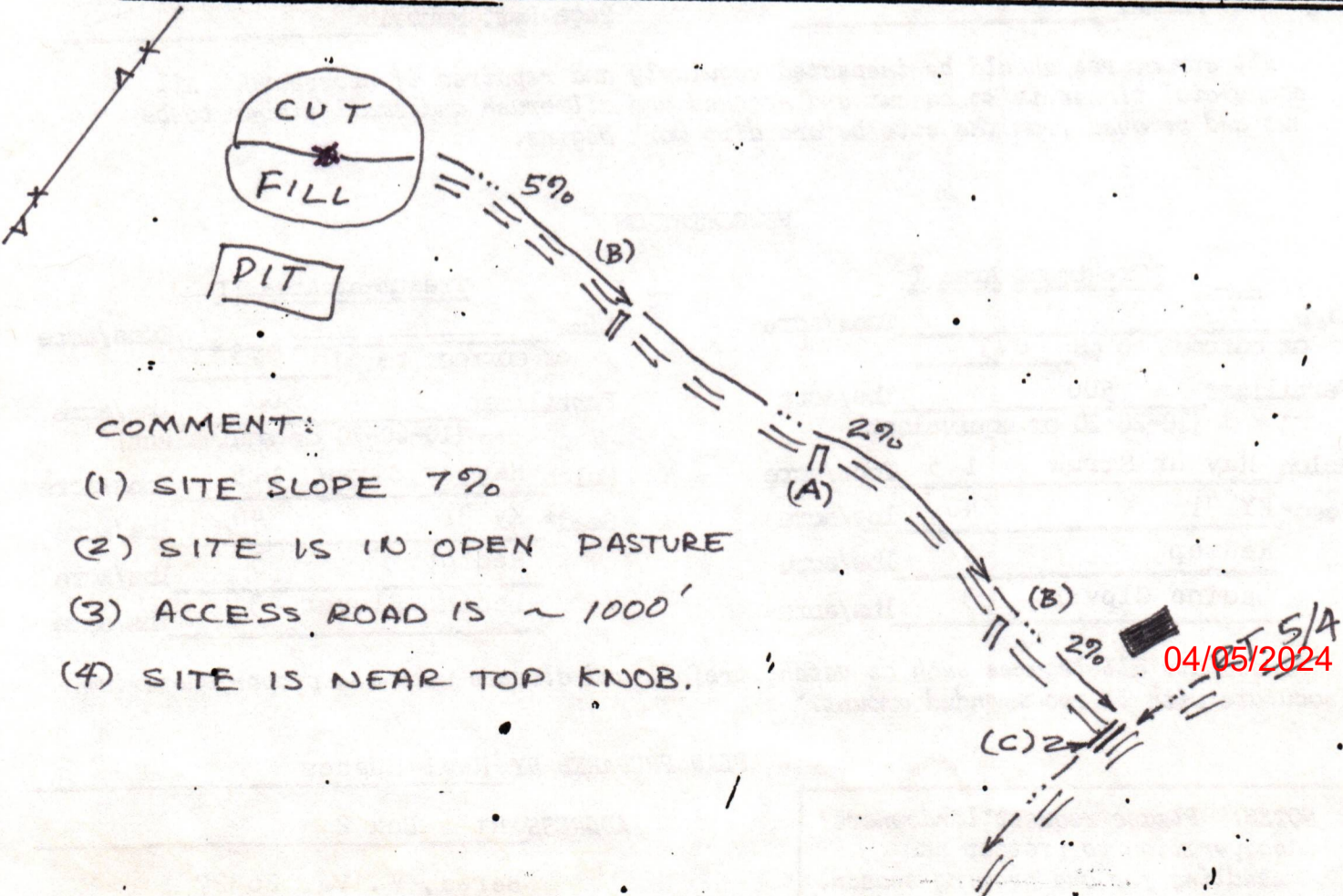


WELL SITE PLAN

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

LEGEND

Property boundary 	Diversion 
Road 	Spring 
Existing fence 	Wet spot 
Planned fence 	Building 
Stream 	Drain pipe 
Open ditch 	Waterway 



COMMENT:

- (1) SITE SLOPE 7%
- (2) SITE IS IN OPEN PASTURE
- (3) ACCESS ROAD IS ~ 1000'
- (4) SITE IS NEAR TOP KNOB.

04/05/2024



DATE NOV. 15, 1982
WELL NO. McVAY # 1
API NO. 47-085-6053

State of West Virginia
Department of Mines
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Panther Fuel Company DESIGNATED AGENT Panther Fuel Co.
Address P.O. Box 850 Bridgeport, W. V. Address P.O. Box 850, Bridgeport, WV
Telephone 304-842-6961 Telephone 304-842-6961
LANDOWNER B. McVAY SOIL CONS. DISTRICT LITTLE KANAWHA
Revegetation to be carried out by UNKNOWN (Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 11-19-82 (Date)
Jarrett Newton (SCD Agent)

ACCESS ROAD

LOCATION

Structure Cross Drains
Spacing 250' AT 2% 135' AT 5%
Page Ref. Manual 2-4

(A)

Structure No Structures needed (1)
Material _____
Page Ref. Manual _____

Structure Open Drain
Spacing SEE SKETCH
Page Ref. Manual 2-12

(B)

Structure _____ (2)
Material _____
Page Ref. Manual _____

Structure Culvert C.M.P. 18" ID min
Spacing AT MAIN ROAD
Page Ref. Manual 2-7

(C)

Structure _____ (3)
Material _____
Page Ref. Manual _____

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

REVEGETATION

Treatment Area I

Treatment Area II

Lime _____ Tons/acre
or correct to pH 6.5
Fertilizer 500 lbs/acre
(10-20-20 or equivalent)
Mulch Hay or Straw 1.5 Tons/acre
Seed* KY 31 40 lbs/acre
Redtop 5 lbs/acre
Ladino Clover 3 lbs/acre

Lime _____ Tons/acre
or correct to pH 6.5
Fertilizer 500 lbs/acre
(10-20-20 or equivalent)
Mulch Hay or Straw 1.5 Tons/acre
Seed* KY 31 40 lbs/acre
Redtop 5 lbs/acre
Ladino Clover 3 lbs/acre

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

04/05/2024

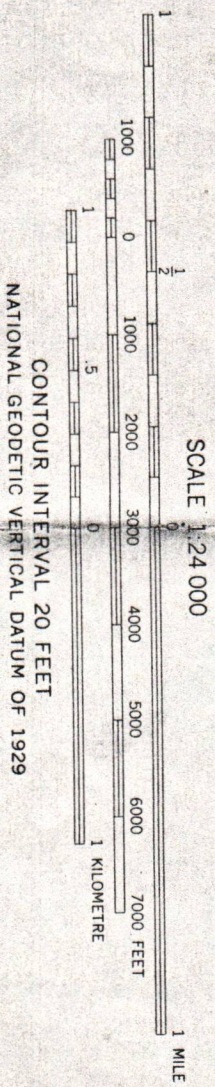
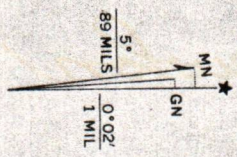
PLAN PREPARED BY Neal Hughes

ADDRESS Rt 1 Box 2
Berea, W. Va. 26327
PHONE NO. 304-659-2378

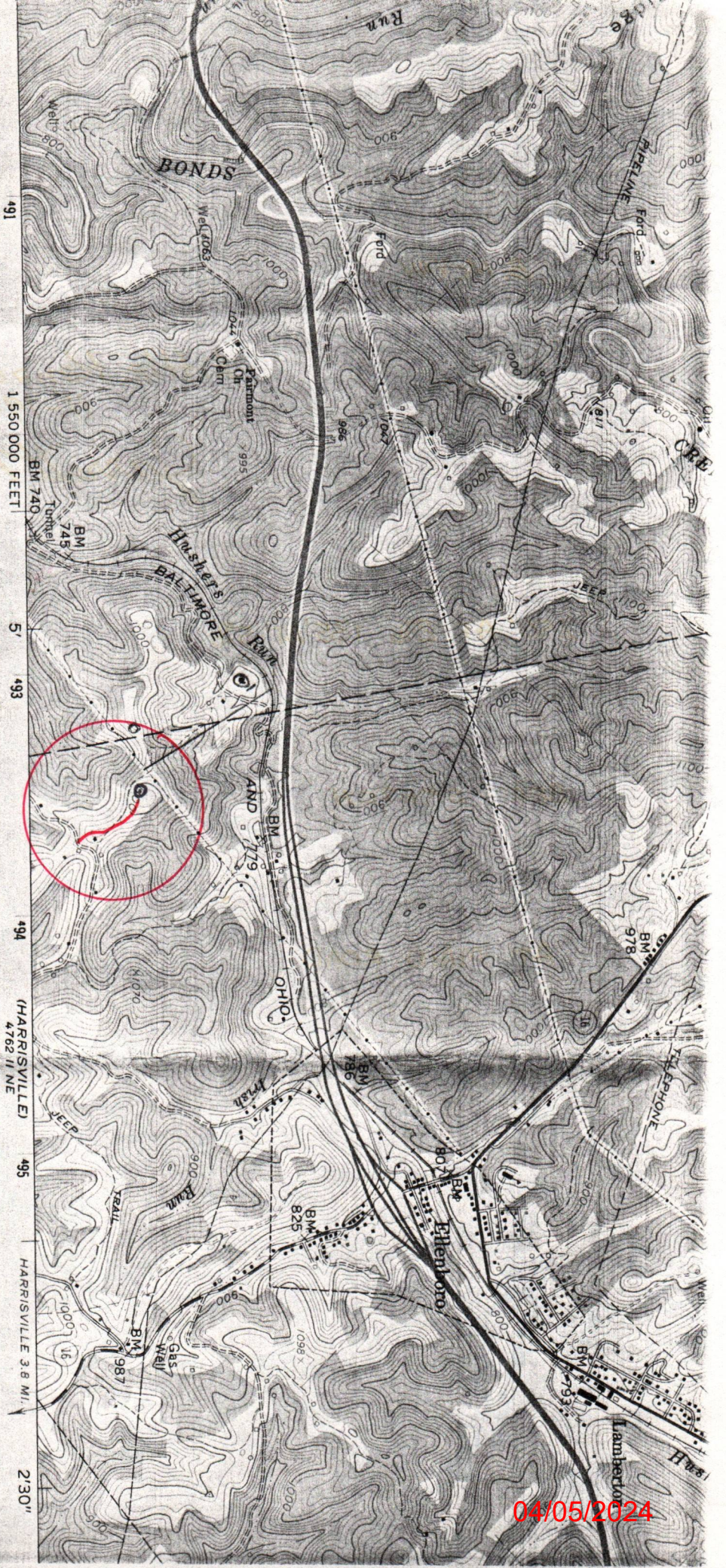
NOTES: Please request landowners' cooperation to protect new seedling for one growing season. Attach separate sheets as necessary for comments.

h by the Geological Survey
 ic methods from aerial
 id checked 1961
 orth American datum
 t Virginia coordinate system,
 rse Mercator grid ticks.
 selected fence and field lines where
 ographs. This information is unchecked
 plied in cooperation with
 es from aerial photographs
 not field checked

UTM GRID AND 1975 MAGNETIC NORTH
 DECLINATION AT CENTER OF SHEET



THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
 FOR SALE BY U.S. GEOLOGICAL SURVEY, RESTON, VIRGINIA 22092
 A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST



04/05/2024

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DEC 01 1982

OIL & GAS DIVISION
DEPT. OF MINES



04/05/2024

Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land, at Lessor's own expense and risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand (200,000) cubic feet of gas taken in each year shall be free of cost, but all gas in excess of ~~two hundred thousand (200,000)~~ ^{two hundred thousand (200,000)} cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulations shall be by meter and regulators set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

Lessee is hereby granted the right to operate the herein leased premises as one entity and in the event Lessor subdivides or sells part of the leased premises or oil and gas rights under the leased premises to one or more parties, Lessee shall not be obligated to construct separate oil and gas processing, storage, or measurement facilities to account for production from existing wells or new wells drilled on separate tracts created by subdivision or sale, and it shall be the sole responsibility of the realty owners, whether one or more, to decide among themselves as to how the division of royalty and disbursements of funds accruing to the Lessors under the term of the royalty clause of this oil and gas lease shall take place. The drilling or existence of a producing well on any parcel shall have the same effect of continuing this lease in force as to the entire acreage covered hereby as though the premises had not been divided.

It is agreed that the acreage rentals paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises.

Payment of all monies due on this lease may be made by cash or check, and may be paid direct to BENJAMIN McVAY & LEONA McVAY or mailed to Box 76 address at ELLEN BORO VA 26346

No breach of this lease on Lessee's part shall be deemed to have occurred by reason of Lessee's violation of any of the terms herein unless the Lessor shall have first given written notice of such violation to the Lessee, and Lessee had failed to commence curing such violation within thirty (30) days of the receipt of said written notice from Lessor.

All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to said land and agrees that the Lessee at its option may discharge any tax, mortgage, or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately, and the Lessor shall repay to Lessee all rentals paid by Lessee to Lessor for any interest not owned by Lessor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this day and year first above written.

Signed in the presence of:

Jack E. Chipps
witness

_____ witness

LESSOR:

Benjamin McVay
Leona M. McVay

04/05/2024

THIS AGREEMENT made this 11th day of October, 1982, by and between Benjamin McVay & Leona McVay his wife & Mrs A.J. Wigner

hereinafter called the LESSOR, and PANTHER FUEL COMPANY, hereinafter called the LESSEE:

WITNESSETH: That the said Lessor, in consideration the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and of the constituents of either, in or under the lands hereinafter described, together with the exclusive rights to drill for, produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purposes of drilling and operating for oil, gas and water and to possess, use and occupy so much of said premises as is necessary and convenient in removing the above named products therefrom by pipe lines or otherwise for a term of one (1) years and so much longer thereafter as oil, gas or their constituents are produced in paying quantities thereon, all of that certain tract of land situated in:

Section _____, District of Clay, County of Pitkin, and State of W.Va., bounded substantially as follows:

- On the North by the lands of _____
- On the East by the lands of _____
- On the South by the lands of _____
- On the West by the lands of _____

containing Forty seven (47) acres, more or less.

No well to be drilled nearer than ~~one~~ ^{two} hundred ~~(100)~~ ⁽²⁰⁰⁾ feet to house or barn except by the consent of Lessor.

In consideration of the premises the said parties covenant and agree as follows:

Lessee to deliver for the benefit of Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises. Lessor to receive the one-eighth (1/8) of the proceeds from the sale of the gas produced from this tract, to be paid within ten (10) days of the receipt of said proceeds by the producer of the well

Lessee to commence a well on said premises within Six (6) Months from this date or pay to Lessor Four Thousand Seven Hundred dollars (\$4,700 ⁰⁰ ~~00~~), each year, payable yearly thereafter until such well is drilled or this lease surrendered.

Notwithstanding anything herein to the contrary, this lease shall continue in full force so long as there is a well or wells on the leased premises capable of producing oil or gas, but in the event all such wells are shut in, then on or before the end of each calendar year during which the wells are shut in, Lessee shall pay to Lessor a shut-in royalty equal to the delay rental provided herein. Provided, however, in the event a shut in is due to the fact that paying quantities of all such wells cannot be produced because they cannot be marketed, no shut-in royalty need be paid by Lessee, and the Lease shall continue in effect so long as there is a well or wells on the leased premises capable of producing oil or gas.

Lessee shall bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and pay all damages to growing crops caused by operations under this lease; said damages, if not mutually agreed upon, to be ascertained and determined by three (3) disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed as aforesaid, and the award of such three (3) persons shall be final and conclusive.

Lessor agrees the Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating the premises, the right of way over and across said premises and the right to remove at any time any machinery or fixtures placed on said premises by it.

Restoration of well site location will be completed within six months from date of drilling pending weather conditions. Land will be restored to as near normal as possible.

Lessor To Receive $\frac{1}{8}$ of $\frac{1}{8}$ OVER RIDING INTEREST,

THIS INSTRUMENT PREPARED BY PANTHER FUEL CO.

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DEC 01 1982
OIL & GAS DIVISION
DEPT. OF MINES

04/05/2024

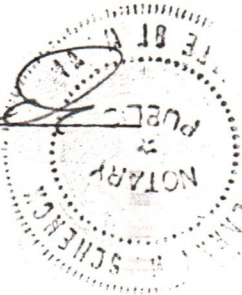
@-12

STATE OF WEST VIRGINIA
COUNTY OF Ritchie, SS:

317

The foregoing instrument was acknowledged before me this 11th day of OCT., 1982, by Benjamin McVay & Leona McVay &

My Commission Expires March 26, 1991

Henry Schenck
Notary Public


RELEASE

PANTHER FUEL COMPANY, Lessee, having paid to the Lessor, _____

One Dollar (\$1.00) and all amounts due hereunder, and having elected to surrender the within lease and all its rights hereunder, does hereby surrender and cancel the same and hereby endorses its surrender hereon. :

IN WITNESS WHEREOF, it has hereunto set its hand, this _____ day of _____, 1982.

Signed in the presence of:

This instrument prepared by:
PANTHER FUEL COMPANY

Notary Public

RECEIVED 04/05/2024
DEC 01 1982

OIL & GAS DIVISION
DEPT. OF MINES



State of West Virginia
Department of Mines
Oil and Gas Division

Charleston 25305

March 1, 1983

B-12
no final
inspection
4/7/83

WALTER N. MILLER
DIRECTOR

THEODORE M. STREIT
ADMINISTRATOR

Panther Fuel Company
P.O. Box 850
Bridgeport, W.Va. 26330

IN RE: PERMIT NO. RIT-6053
FARM Benjamin McVay
WELL NO. P-155-1
DISTRICT Clay
COUNTY Ritchie

Gentlemen:

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

XXXX The well designated by the above permit number has been released under your Blanket Bond. (Permit Cancelled - Re-Issued under permit number - RIT-6293)

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

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

Very truly yours,

Theodore M. Streit

TMS:rl

04/05/2024

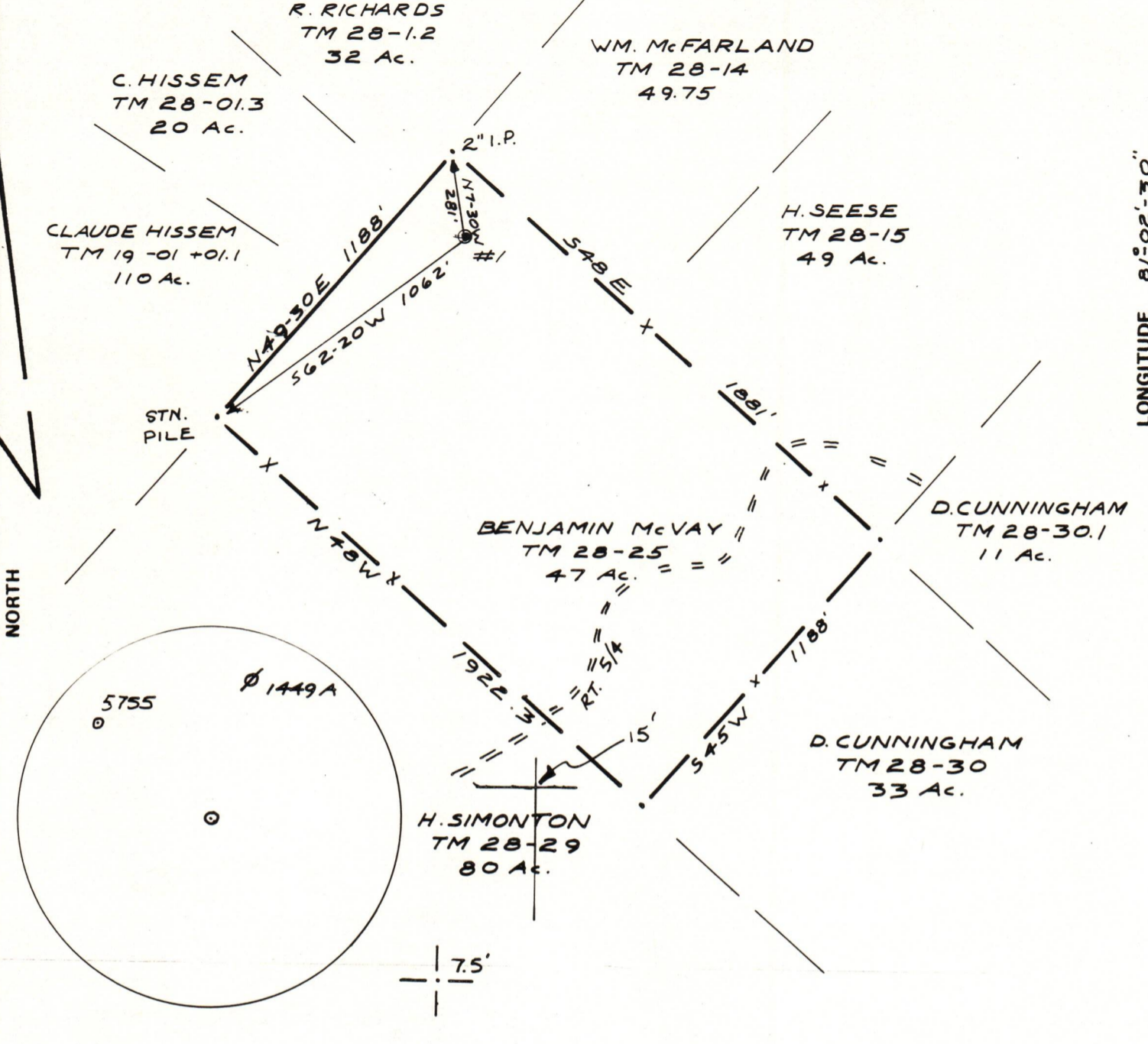
M.J. 12/3/82

9,600'

LATITUDE 39°-17'-30"

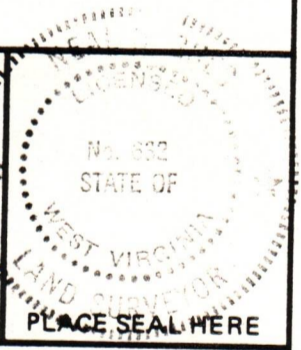
LONGITUDE 81°-02'-30"

NORTH

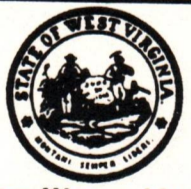


FILE NO. 82-69
 DRAWING NO. 1
 SCALE 1" = 500'
 MINIMUM DEGREE OF ACCURACY 1:200
 PROVEN SOURCE OF ELEVATION BM779

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) Neal Hughes
 R.P.E. _____ L.L.S. 632



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



STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 OIL AND GAS DIVISION

DATE NOV. 12, 19 82
 OPERATOR'S WELL NO. McVAY #1
 API WELL NO. 47-085-6053
 STATE COUNTY PERMIT

Cancelled
See: Rit-6293

WELL TYPE: OIL GAS LIQUID INJECTION _____ WASTE DISPOSAL _____
 (IF "GAS,") PRODUCTION STORAGE _____ DEEP _____ SHALLOW _____
 LOCATION: ELEVATION 1115 WATER SHED HUSHERS RUN
 DISTRICT CLAY COUNTY RITCHIE
 QUADRANGLE ELLENBORO 7 1/2'

SURFACE OWNER BENJAMIN McVAY ACREAGE 47
 OIL & GAS ROYALTY OWNER BENJAMIN McVAY, ET AL. LEASE ACREAGE _____ LEASE NO. _____

04/05/2024

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 Marcellus shale ESTIMATED DEPTH 5990'
 WELL OPERATOR PANTHER FUEL DESIGNATED AGENT PANTHER FUEL
 ADDRESS PO BOX 850 ADDRESS SAME
BRIDGEPORT, W.V. 26330