



1) Date: November 6, 19 84

2) Operator's Well No. #1 Cindy Mae

3) API Well No. 47 - 103 - 1323  
State County Permit

RECEIVED  
NOV 14 1984

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

- 4) WELL TYPE: A Oil  Gas   
B (If "Gas", Production  Underground storage \_\_\_\_\_ Deep \_\_\_\_\_ Shallow \_\_\_\_\_)
- 5) LOCATION: Elevation: 1050' Watershed: Haynes Run  
District: Proctor County: Wetzel Quadrangle: New Martinsville 7.5'
- 6) WELL OPERATOR Clay Resources, Inc. 7) DESIGNATED AGENT Steve Kuhl  
Address 204 Union Square Address 1004 41st Street  
Marietta, Ohio 45750 Vienna, W. Va.
- 8) OIL & GAS INSPECTOR TO BE NOTIFIED 9) DRILLING CONTRACTOR:  
Name Robert Lowther Name Unknown  
Address General Delivery Address \_\_\_\_\_  
Middlebourne, W. Va. 26149
- 10) PROPOSED WELL WORK: Drill  / 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, 5000' feet
- 13) Approximate trata depths: Fresh, 550 feet; salt, 500 feet.
- 14) Approximate coal seam depths: 900' - 1000' Is coal being mined in the area? Yes \_\_\_\_\_ / No  /

15) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		
Conductor									Kinds
Fresh water	<u>8-5/8</u>					<u>500'</u>	<u>900'</u>	<u>CTS</u>	<u>Per rule 15.05</u>
Coal						<u>1000'</u>	<u>1000'</u>	<u>CTS by rule</u>	<u>15.05</u>
Intermediate									
Production	<u>4-1/2</u>					<u>5000'</u>	<u>5000'</u>	<u>500+ sks</u>	<u>Per rule 15.01</u>
Tubing									
Liners									Perforations: Top Bottom

OFFICE USE ONLY  
DRILLING PERMIT

Permit number 47-103-1323

Date November 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 November 30, 1986 unless well work is commenced prior to that date and prosecuted with due diligence.

Bond: <u>38</u>	Agent: <u>Le</u>	Plat: <u>MP</u>	Casing <u>MH</u>	Fee <u>468</u>
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Margaret J. Hass  
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) LOCATION: District: \_\_\_\_\_, County: \_\_\_\_\_, Township: \_\_\_\_\_, Range: \_\_\_\_\_, Section: \_\_\_\_\_, Elevation: \_\_\_\_\_, Well No.: \_\_\_\_\_, Underground storage: \_\_\_\_\_, Shallow: \_\_\_\_\_

2) WELL OPERATOR: Name: \_\_\_\_\_, Address: \_\_\_\_\_, City: \_\_\_\_\_, State: \_\_\_\_\_, Zip: \_\_\_\_\_

3) DESIGNATED AGENT: Name: \_\_\_\_\_, Address: \_\_\_\_\_, City: \_\_\_\_\_, State: \_\_\_\_\_, Zip: \_\_\_\_\_

4) DRILLING CONTRACTOR: Name: \_\_\_\_\_, Address: \_\_\_\_\_, City: \_\_\_\_\_, State: \_\_\_\_\_, Zip: \_\_\_\_\_

5) OIL & GAS INSPECTOR TO BE NOTIFIED: Name: \_\_\_\_\_, Address: \_\_\_\_\_, City: \_\_\_\_\_, State: \_\_\_\_\_, Zip: \_\_\_\_\_

6) PROPOSED WELL WORK:  Drill  Re-drill  Plug out old formation  Produce new formation

7) GEOLOGICAL TARGET FORMATION: \_\_\_\_\_

8) APPROXIMATE COAL TARGET DEPTH: \_\_\_\_\_ feet

9) APPROXIMATE COAL TARGET DEPTH: \_\_\_\_\_ feet

10) IS COAL BEING MINED IN THE AREA? Yes  No

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)
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Application received

Follow-up inspection(s)

Well work started

Completion of the drilling process

Well Record received

Reclamation completed

OTHER INSPECTIONS

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

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

Agent	Print	Caning	Loc
30	40	408	408



1) Date: November 8<sup>th</sup>, 19 84  
 2) Operator's Well No. #1 Cindy Mae  
 3) API Well No. 47 State 103 County Permit

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

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 B (If "Gas", Production  / Underground storage  / Deep  / Shallow )  
 5) LOCATION: Elevation: 1050' Watershed: Haynes Run  
 District: Proctor County: Wetzel Quadrangle: New Martinsville 7.5'  
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 13) Approximate strata depths: Fresh, 550 feet; salt, 500 feet.  
 14) Approximate coal seam depths: 800' - 1000' Is coal being mined in the area? Yes  / No

15) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS	
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		Kinds	
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Fresh water	<u>8-5/8</u>					<u>300'</u>	<u>300'</u>	<u>CTS</u>		<u>Per rule 15.05</u>
Coal										Sizes
Intermediate										
Production	<u>4-1/2</u>					<u>5000'</u>	<u>5000'</u>	<u>500+ sks</u>		<u>Depths set, rule 15.01</u>
Tubing										
Liners										Perforations:
										Top Bottom

INSTRUCTIONS TO COAL OPERATOR, OWNER, OR LESSEE

The 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 the filing of the Application.

WAIVER

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

Date: 30 20 468, 19 \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_

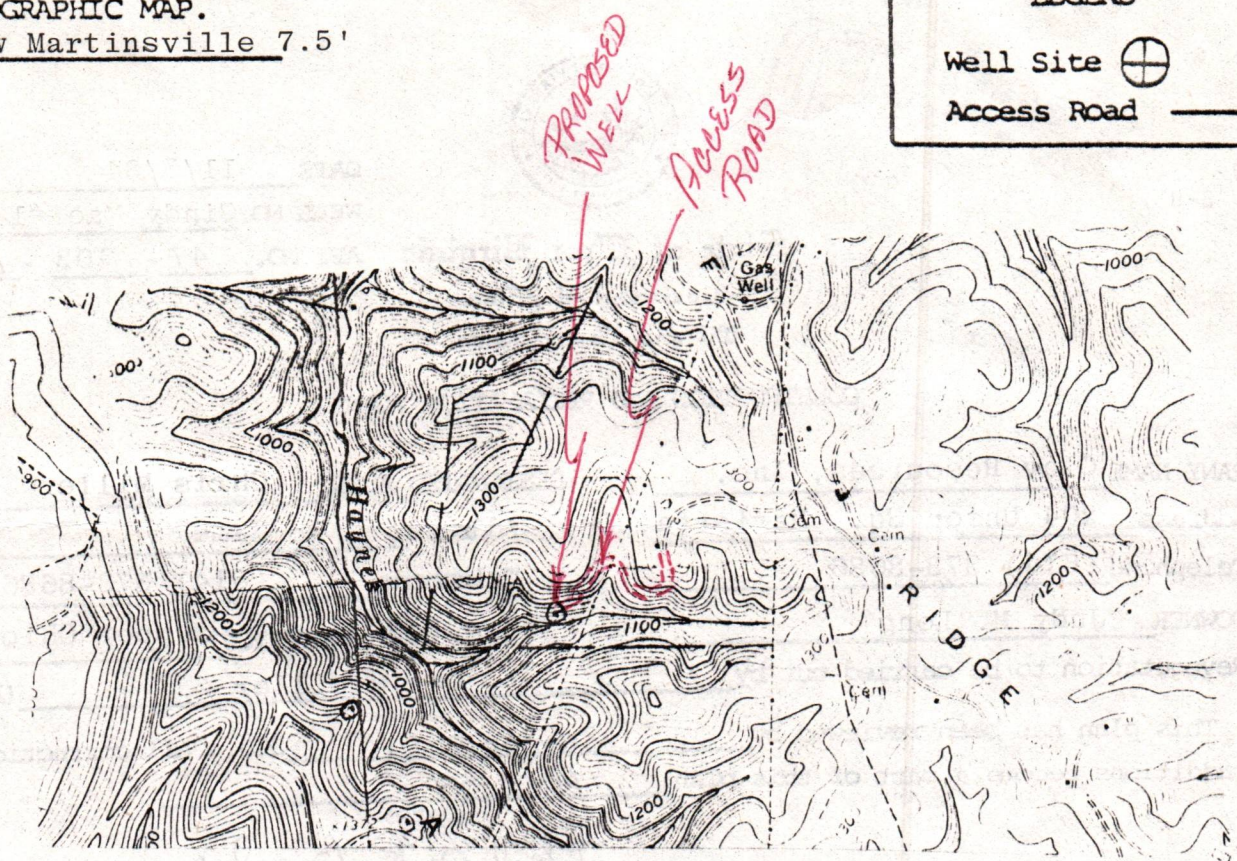
02/16/2024  
Coal Owner

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP.  
 JADRANGLE New Martinsville 7.5'

**LEGEND**

Well Site ⊕

Access Road ———



**WELL SITE PLAN**

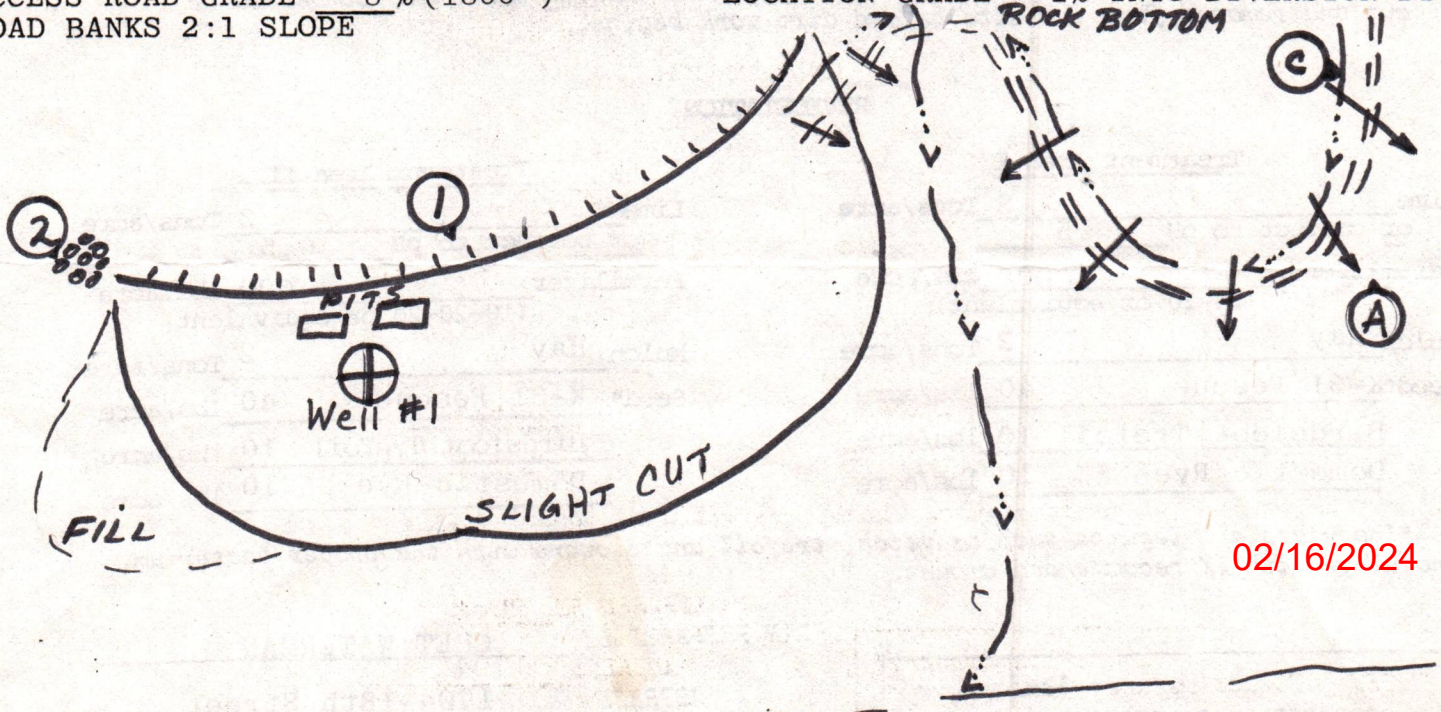
Sketch to include well location, existing access road, roads to be constructed, wellsite, drilling pits and necessary structures numbered or lettered to correspond with the first part of this plan. Include all natural drainage.

**LEGEND**

Property boundary ————	Diversion ————
Road = = = = =	Spring ○ →
Existing fence — x — x —	Wet spot ☉
Planned fence — / — / —	Building ■
Stream \ . . . /	Drain pipe — ○ — ○ — →
Open ditch — ···· →	Waterway ← = = = =

ACCESS ROAD GRADE 8% (1800')  
 ROAD BANKS 2:1 SLOPE

LOCATION GRADE = 1% INTO DIVERSION DITCH  
 ROCK BOTTOM



02/16/2024

TREES TO BE CUT AND STACKED. BRUSH TO BE DISPOSED OF BEFORE EARTHWORK BEGINS. REVEGETATION TO BE COMPLETED WITHIN SIX MONTHS OF WELL COMPLETION.

#2402

RECEIVED  
NOV 14 1984



IV-9  
(Rev. 8-81)

DATE 11/5/84  
WELL NO. Cindy Mae #1  
API NO. 47 - 103 - 1323

State of West Virginia  
Department of Mines  
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Clay Resources, Inc. DESIGNATED AGENT Steve Kuhl  
Address 204 Union Sq., Marietta, OH Address Same  
Telephone (614) 373-8686 Telephone (614) 373-8686  
LANDOWNER Judy M. Long SOIL CONS. DISTRICT Upper Ohio  
Revegetation to be carried out by Chris Miller (Agent)

This plan has been reviewed by Upper Ohio SCD. All corrections and additions become a part of this plan: 11-8-84 (Date)  
Philip R. Brooks (SCD Agent)

ACCESS ROAD GRADE 8% (1800')

ACCESS ROAD GRADE	LOCATION
Structure <u>Cross Drains (18)</u> (A) Spacing <u>100' Apart</u> Page Ref. Manual <u>2-4 2-1 thru 2-4</u>	Structure <u>Temporary Diversion Ditch (1)</u> Material <u>Soil</u> Page Ref. Manual <u>2-12</u>
Structure <u>Culvert</u> (B) Spacing <u><del>100'</del> 2-8</u> Page Ref. Manual <u>2-7 2-8</u>	Structure <u><del>Ditch</del> Sediment Barrier</u> Material <u>Rock, Rip Rap</u> Page Ref. Manual <u>N/A 2-16</u>
Structure <u>Open Ditch</u> (C) Spacing <u>Along side of access road</u> Page Ref. Manual <u>2-12</u>	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
Line <u>3</u> Tons/acre or correct to pH <u>6.5</u>	Line <u>3</u> Tons/acre or correct to pH <u>6.5</u>
Fertilizer <u>600 lbs/acre</u> (10-20-20 or equivalent)	Fertilizer <u>600 lbs/acre</u> (10-20-20 or equivalent)
Mulch <u>Hay</u> 2 Tons/acre	Mulch <u>Hay</u> 2 Tons/acre
Seed* <u>K-31 Fescue</u> 40 lbs/acre	Seed* <u>K-31 Fescue</u> 40 lbs/acre
<u>Birdsfoot Trefoil</u> 10 lbs/acre	<u>Birdsfoot Trefoil</u> 10 lbs/acre
<u>Domestic Rye</u> 10 lbs/acre	<u>Domestic Rye</u> 10 lbs/acre

\*Inoculate all legumes such as vetch, trefoil and clovers with the proper 02/16/2024  
Inoculate with 3X recommended amount.

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

PLAN PREPARED BY CHET WATERMAN  
ADDRESS 1704-18th Street  
Parkersburg, WV 26101  
PHONE NO. 428-5715

1) Date: November 6, 1984  
2) Operator's Well No. Cindy Mae #1  
3) API Well No. 47 - 103 - 1323  
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 Judy M. Long  
Address 230 Lang Drive  
New Martinsville, W. Va.
  - (ii) Name \_\_\_\_\_  
Address \_\_\_\_\_
  - (iii) Name \_\_\_\_\_  
Address \_\_\_\_\_
- 5(i) COAL OPERATOR Consolidation Coal Co.  
Address 1800 Washington Road  
Pittsburgh, Pa. 15241
- 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.

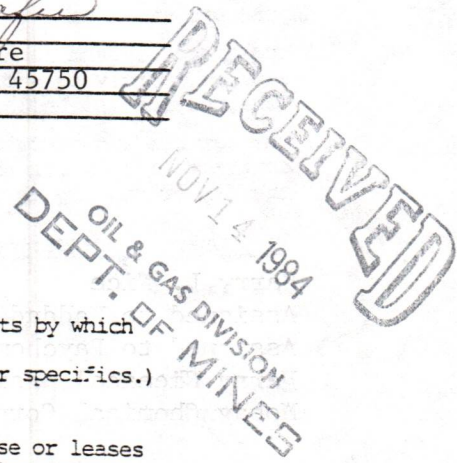
THE REASON YOU RECEIVED THESE DOCUMENTS IS THAT YOU HAVE RIGHTS REGARDING THE APPLICATION WHICH ARE SUMMARIZED IN THE "INSTRUCTIONS" ON THE REVERSE SIDE OF THE COPY OF THE APPLICATION (FORM IV-2(B) OR FORM 4, DESIGNATED FOR YOU. HOWEVER, YOU ARE NOT REQUIRED TO TAKE ANY ACTION AT ALL.

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 Clay Resources, Inc.  
By Sandra L. Schaffer  
Its Manager  
Address 204 Union Square  
Marietta, Ohio 45750  
Telephone 614-373-8686

6 day of November, 1984.  
My commission expires 8-18, 1984.  
[Signature]  
Notary Public, Washington County,  
State of Ohio



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 LEASE 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, 22-4-3a, 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 obverse 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:

<u>Grantor, lessor, etc.</u>	<u>Grantee, lessee, etc.</u>	<u>Royalty</u>	<u>Book Page</u>
Harry L. Nice	Eastern Oil & Gas Co.	Exhibit B1 $\frac{1}{8}$	54A 399
Assigned to Haddad & Brooks		Exhibit B2	55A 1
Assigned to Baychem Corp. (Mobay Chemical)		Exhibit B3	55A 21
Harry Nice	Mobay Chemical	Exhibit B4	57A 379
Mobay Chemical Corp.	Clay Resources, Inc.	Assignment attached.	



1) Date: November 8, 1984  
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 3) API Well No. 47 103  
 State \_\_\_\_\_ County \_\_\_\_\_ Permit \_\_\_\_\_

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

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Coal									Sizes	
Intermediate										
Production	<u>4-1/2</u>					<u>5000'</u>	<u>5000'</u>	<u>100+ sbs</u>	<u>Depth set</u>	<u>15.01</u>
Tubing										
Liners									Perforations:	
									Top	Bottom

The law requires a comment period for surface owners. However, the permit can be issued in less than 15 days from the filing of the Application if the surface owner(s) of record sign(s) the following "Voluntary Statement of No Objection" on a facsimile of this surface owner's copy of the Application.

**VOLUNTARY STATEMENT OF NO OBJECTION**

I hereby state that I have read the instructions to surface owners on the reverse side of this Application for a Well Work Permit, and that I have received copies of (1) a Notice of Application for a Well Work Permit on Form IV-2(A), (2) an Application for a Well Work Permit on Form IV-2(B), (3) a survey plat on Form IV-6, and (4) a Construction and Reclamation Plan on Form IV-9, all for proposed well work on my surface land as described therein.

I further state that I have no objection to the planned work described in these materials, and I have no objection to a permit being issued based on those materials.

(For execution by corporation, partnership, etc.)  
 NAME: \_\_\_\_\_  
 By \_\_\_\_\_  
 Its \_\_\_\_\_ Date \_\_\_\_\_

(For execution by natural persons)  
 \_\_\_\_\_ Date: 11-8-84  
 (Signature)  
 \_\_\_\_\_ Date: 11-8-84  
 (Signature)



**INSTRUCTIONS TO SURFACE OWNERS  
AND  
EXPLANATION OF METHODS AND TIME LIMITS TO COMMENT  
ON OIL AND GAS WELL WORK PERMIT**

The well operator named in the Notice and this Application and the attached materials is applying for a permit from the State to do oil or gas well drilling or other well work. You are being served with these materials because surface owners have the right to file comments before the permit is issued. (**NOTE:** If the surface tract is owned by more than three persons, in multiple heirship for example, then these materials were served on you because your name appeared on the Sheriff's tax ticket on the land or because you actually occupy the surface tract. In either case, you may be the only owner who will actually receive these materials.) See Chapter 22, Article 4 of the W. Va. Code. Permits are valid for 24 months.

If you do not own any interest in the surface tract, please forward these materials to the true owner immediately if you know who it is. Also, please notify the well operator named in the materials and the Administrator of the Office of Oil and Gas in the West Virginia Department of Mines immediately.

**NOTE: You are not required to file any comment at all.**

**Where to file comments and obtain additional information:**

Administrator of the Office of Oil and Gas  
West Virginia Department of Mines  
1615 Washington Street East  
Charleston, West Virginia 25311  
(304) 348-2057

**Who may file comments?** If you wish to file comments, you must be an owner of record of (1) an interest in the surface tract on which the well already is or is about to be located, or (2) an interest in any other surface tract under the same oil or gas lease which will be utilized for roads or other land disturbances.

**Time limits for comments.** The law requires these materials to be delivered on or before the date the operator files his Application. You have **FIFTEEN (15) DAYS** after the filing date to file your comments as provided in **Methods for Filing Comments** below. You may call the Administrator's office at the above telephone number to be sure of the date. However, if you have been contacted by the well operator, and if you have signed a "voluntary statement of no objection" to any of the planned work described in these materials, then the permit may be issued at any time.

**Comments must be in writing.** Your comments must include your name, address and telephone number, the well operator's name and well number, and the approximate location of the proposed well site including district and county from the application. You may add other documents, such as sketches, maps or photographs to support your comments.

**Methods for filing comments.** Comments must be filed in person or received in the mail at the Administrator's office by the time stated above. Check with your postmaster to ensure adequate delivery time or to arrange special expedited handling.

The Administrator for Oil and Gas has the power to deny or condition a well work permit based on your comments on the following grounds:

- "(1) The proposed well work will constitute a hazard to the safety of persons; or
- "(2) The plan for soil erosion and sediment control is not adequate or effective; or
- "(3) Damage would occur to publicly owned lands or resources; or
- "(4) The proposed well work fails to protect fresh water sources or supplies."

**If you want a copy of the permit** as it is finally issued, or a copy of the order denying the permit, you should request a copy from the Administrator.

**List of Water Testing Laboratories.** The Administrator maintains a list of water testing laboratories which you can hire to test your water to establish water quality prior to and after drilling. Contact the Administrator's office or an Oil and Gas Inspector to obtain a copy of the list.

RECEIVED  
AUG 26 1985

SITE REGISTRATION APPLICATION FORM  
STATE OF WEST VIRGINIA/NPDES GENERAL PERMIT FOR DRILLING PIT WASTE DISCHARGE  
DIVISION OF OIL & GAS  
DEPARTMENT OF ENERGY

1. Company Name Clay Resources, Inc.
2. Mailing Address 204 Union Square Marietta OH 45750  
street city state zip
3. Telephone (614) 373-8686 4. Well Name Samantha #2
5. Latitude 39° 40' 00" Longitude 80° 47' 30"
6. NPDES # WV0073343 7. Dept. Oil & Gas Permit NO. 47-103-1323
8. County Wetzel 9. Nearest Town New Martinsville
10. Nearest Stream Haynes Run 11. Tributary of Ohio River
12. Will Discharge be Contracted Out? yes \_\_\_\_\_ no X
13. If Yes, Proposed Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_
14. Proposed Disposal Method: UIC \_\_\_\_\_ Land application X  
Off Site Disposal \_\_\_\_\_ Reuse \_\_\_\_\_ Centralized Treatment \_\_\_\_\_  
Thermal Evaporation \_\_\_\_\_ Other \_\_\_\_\_
15. Attach to this application a topographic map (a duplicate of the one submitted to the Office of Oil and Gas) showing the outline of the facility, location of wells, springs, rivers and other surface water bodies, and drinking water wells known to the applicant in the area of the lease that may be impacted by any land application.

Nothing in the general permit shall be deemed in any way to create new, or enlarge existing, rights of riparian owners or others. Neither does anything in the general permit create new, or enlarge existing, obligations or duties of an operator pursuant to the requirements of W. Va. Code S22-4-1 et seq. The issuance of the general permit does not convey any property rights of any sort. Nor shall the issuance of the general permit give rise to any presumptions of law or findings of fact inuring to or for the benefit of persons other than the State of West Virginia.

02/16/2024

AUG 28 1982  
DIVISION OF OH & CAS  
DEPARTMENT OF REVENUE

STATE OF OHIO  
DEPARTMENT OF REVENUE  
COLUMBUS, OHIO 43260

The following information is being furnished to you for your information. It is requested that you advise the Bureau of any changes in your information.

The following information is being furnished to you for your information. It is requested that you advise the Bureau of any changes in your information.

Please attach the following information to the return of your tax liability for the year 1982.

All copies of original documents are required to be retained until the return has been filed.

LANDOWNER ADMINISTRATIVE SERVICE

The following information is being furnished to you for your information. It is requested that you advise the Bureau of any changes in your information.

Department of Revenue  
Columbus, Ohio 43260

This information is being furnished to you for your information. It is requested that you advise the Bureau of any changes in your information.

02/16/2024

Steve,

Here is the copy of the certified mail forms which you requested regarding our Cindy Mae #1 permit application.

Sandy Schafer

P 418 765 216

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED - NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, Feb. 1982

Sent to	Consolidation Coal Co.
Street and No.	1800 Washington Road
P.O., State and ZIP Code	Pittsburgh, Pa. 15241
Postage	
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return Receipt Showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark of	

MARIETTA, OH  
NOV 7 1984  
LIBS

PS Form 3811, July 1982

RETURN RECEIPT

<p>1. The following service is requested (check one):</p> <p><input checked="" type="checkbox"/> Show to whom and date delivered .....</p> <p><input type="checkbox"/> Show to whom, date, and address of delivery .....</p> <p>2. <input type="checkbox"/> RESTRICTED DELIVERY .....</p> <p>(The restricted delivery fee is charged in addition to the return receipt fee.)</p> <p>TOTAL \$ _____</p>	
<p>3. ARTICLE ADDRESSED TO:</p> <p>Consolidation Coal Co. 1800 Washington Road Pittsburgh, Pa. 15241</p>	
<p>4. TYPE OF SERVICE:</p> <p><input checked="" type="checkbox"/> REGISTERED      <input type="checkbox"/> INSURED</p> <p><input type="checkbox"/> CERTIFIED      <input type="checkbox"/> COD</p> <p><input type="checkbox"/> EXPRESS MAIL</p> <p>ARTICLE NUMBER: P418-765-216</p>	
<p>(Always obtain signature of addressee or agent)</p> <p>1. I have received the article described above.</p> <p>SIGNATURE      <input type="checkbox"/> Addressee      <input type="checkbox"/> Authorized agent</p> <p><i>Sandy Schafer</i></p>	
<p>5. DATE OF DELIVERY: 11-9-84</p>	
<p>6. ADDRESSEE'S ADDRESS (only if requested)</p>	
<p>7. UNABLE TO DELIVER BECAUSE:</p>	

7a. EMPLOYEE'S INITIALS

POSTMARK (May be on reverse side)  
MARIETTA, OH  
NOV 9 1984  
LIBS

\* GPO: 1982-37

02/16/2024

# RECEIVED

JUN 13 1985

OIL & GAS DIVISION

IV-35 DEPT. OF MINES  
(Rev 8-81)



## State of West Virginia Department of Mines Oil and Gas Division

Date May 24, 1985  
Operator's \_\_\_\_\_  
Well No. Cindy Mae #1  
Farm Judy Long  
API No. 47 - 103 - 1323

### WELL OPERATOR'S REPORT OF DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

WELL TYPE: Oil \_\_\_ / Gas x / Liquid Injection \_\_\_ / Waste Disposal \_\_\_ /  
(If "Gas," Production x / Underground Storage \_\_\_ / Deep \_\_\_ / Shallow \_\_\_ /)

LOCATION: Elevation: 1050' Watershed Haynes Run  
District: Proctor County Wetzel Quadrangle New Martinsville 7.5'

COMPANY Clay Resources Inc.  
ADDRESS 204 Union Square, Marietta, Ohio 45750  
DESIGNATED AGENT Andrew C. Brown, Jr.  
ADDRESS Box 32, Reader, W. Va.  
SURFACE OWNER Judy M. Long  
ADDRESS 230 Lang Drive, New Martinsville, W. Va.  
MINERAL RIGHTS OWNER Harry Nice  
ADDRESS 912 Highland Avenue, New Martinsville,  
OIL AND GAS INSPECTOR FOR THIS WORK W. Va.  
Robert Lowther ADDRESS General Delivery  
Middlebourne, W. Va. 26149  
PERMIT ISSUED 11/30/84  
DRILLING COMMENCED December 10, 1985  
DRILLING COMPLETED April 15, 1985  
IF APPLICABLE: PLUGGING OF DRY HOLE ON  
CONTINUOUS PROGRESSION FROM DRILLING OR  
REWORKING. VERBAL PERMISSION OBTAINED  
ON \_\_\_\_\_

Casing & Tubing	Used in Drilling	Left in Well	Cement fill up Cu. ft.
Size 20-16 Cond.			
13-10"	500'	0	
9 5/8			
8 5/8	1370'	1370'	CTS
7	1681'	1681'	
5 1/2			
4 1/2			
3			
2			
Liners used			

GEOLOGICAL TARGET FORMATION Gordon Depth 3000' feet  
Depth of completed well 2680 feet Rotary \_\_\_ / Cable Tools xx  
Water strata depth: Fresh \_\_\_ feet; Salt N/A feet  
Coal seam depths: 400 - 405 745 - 750 Is coal being mined in the area? NO

#### OPEN FLOW DATA

Producing formation Gordon Pay zone depth 2680' feet  
Gas: Initial open flow 300 Mcf/d Oil: Initial open flow 0 Bbl/d  
Final open flow 180 Mcf/d Final open flow 0 Bbl/d  
Time of open flow between initial and final tests 3 ~~hours~~ <sup>weeks</sup>  
Static rock pressure 550 psig (surface measurement) after 24 hours shut in  
(If applicable due to multiple completion--)  
Second producing formation N/A Pay zone depth 02/16/2024 feet  
Gas: Initial open flow \_\_\_ Mcf/d Oil: Initial open flow \_\_\_ Bbl/d  
Final open flow \_\_\_ Mcf/d Oil: Final open flow \_\_\_ Bbl/d  
Time of open flow between initial and final tests \_\_\_ hours  
Static rock pressure \_\_\_ psig (surface measurement) after \_\_\_ hours shut in

(Continue on reverse side)

WET 1323

DETAILS OF PERFORATED INTERVALS, FRACTURING OR STIMULATING, PHYSICAL CHANGE, ETC.

No perforations, fractures, stimulations etc. Natural well.

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS
					Including indication of all fresh and salt water, coal, oil and gas
Yellow Clay			0	9	
Gray Shale			9	35	
Red Shale			35	63	
Gray Shale			63	131	
Limestone			131	138	
Red Shale			138	141	
Gray Shale			141	150	Water
Red Shale			150	160	
Gray Shale			160	163	
Red Shale			163	180	
Gray Shale			180	185	
Sandstone			185	191	
Gray Shale			191	193	
Red Shale			193	195	
Gray Shale			195	210	
Red Shale			210	216	
Gray Shale			216	250	
Red Shale			250	263	
Gray Shale			263	284	
Red Shale			284	310	
Gray Shale			310	317	
Sandstone			317	325	
Red Shale			325	340	
Gray Shale			340	343	
Sandstone			343	352	
Gray Shale			352	373	
Limestone			373	376	
Gray Shale			376	400	
Coal			400	405	
Gray Shale			405	470	
Dark Gray Shale			470	473	
Gray Shale			473	577	
Red Shale			577	587	
Gray Shale			587	600	
Sandstone			600	615	
Gray Shale			615	653	
Red Shale			653	660	
Gray Shale			660	745	

(See Attached)

(Attach separate sheets as necessary)

Clay Resources, Inc.  
Well Operator

By:

*Sandra L. Schaffer*

Date: 6/11/85

02/16/2024

Note: Regulation 2.02(i) provides as follows:

"The term 'log' or 'well log' shall mean a systematic detailed geological record of all formations, including coal, encountered in the drilling of a well."

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS
					Including indication of all fresh and salt water, coal, oil and gas
Coal			745	750	
Gray Shale			750	890	
Red Shale			890	911	
Gray Shale			911	953	
Red Shale			953	1023	
Gray Shale			1023	1110	
Limestone			1110	1113	
Gray Shale			1113	1134	
Sandstone			1134	1143	
Gray Shale			1143	1180	
Sandstone			1180	1194	
Gray Shale			1194	1250	
Red Shale			1250	1295	
Gray Shale			1295	1310	
Sandstone			1310	1340	
Limestone			1340	1380	
Sandstone			1380	1400	
Dark Gray Shale			1400	1402	
Gray Shale			1402	1430	
Sandstone			1430	1473	
Dark Gray Shale			1473	1590	
Sandstone			1590	1605	
Dark Gray Shale			1605	1628	
Sandstone			1628	1700	
Gray Shale			1700	1785	
Sandstone			1785	1793	
Gray Shale			1793	1850	
Limestone			1850	1920	
Sandstone			1920	1940	
Sandstone			1940	2030	Engine - water
Slate Blk			2030	2033	
Sandstone			2033	2085	
Gray Shale			2085	2270	
Sandstone			2270	2280	
Slate & Shale			2280	2400	
Brown Shale			2400	2465	
Blue Shale			2465	2570	

(Attach separate sheets as necessary)

Clay Resources, Inc.  
Well Operator

By: Sandra L. Schaefer

Date: 6/11/85

02/16/2024

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS Including indication of all fresh and salt water, coal, oil and gas
Sandy Shale			2570	2590	
Gray Shale			2590	2610	
Sandy Shale			2600	2610	
Blue Shale			2610	2680	Gordon - Gas

(Attach separate sheets as necessary)

Clay Resources, Inc.  
Well Operator

By:

*Sandra L. Schaffer*

Date: 6/11/85

02/16/2024



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

RECEIVED  
MAR 5 - 1985

OIL & GAS DIVISION  
INSPECTOR'S WELL REPORT  
DEPT. OF MINES

Permit No. 103-1323

Oil or Gas Well \_\_\_\_\_  
(KIND)

Company Clay Resources  
 Address Marietta O  
 Farm Judy Long  
 Well No. 1  
 District proctor County wetzel  
 Drilling commenced \_\_\_\_\_  
 Drilling completed Feb 26 1985 Total depth 1920  
 Date shot \_\_\_\_\_ Depth of shot \_\_\_\_\_  
 Initial open flow \_\_\_\_\_ /10ths Water in \_\_\_\_\_ Inch  
 Open flow after tubing \_\_\_\_\_ /10ths Merc. in \_\_\_\_\_ Inch  
 Volume \_\_\_\_\_ Cu. Ft.  
 Rock pressure \_\_\_\_\_ lbs. \_\_\_\_\_ hrs.  
 Oil \_\_\_\_\_ bbls., 1st 24 hrs.  
 Fresh water \_\_\_\_\_ feet \_\_\_\_\_ feet  
 Salt water \_\_\_\_\_ feet \_\_\_\_\_ feet

CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Size			Kind of Packer _____
16			
13			
10			Size of _____
8 1/4			
6 3/8			Depth set _____
5 3/16			
3			Perf. top _____
2			Perf. bottom _____
Liners Used			Perf. top _____
			Perf. bottom _____

CASING CEMENTED \_\_\_\_\_ SIZE \_\_\_\_\_ No. FT. \_\_\_\_\_ Date \_\_\_\_\_  
 NAME OF SERVICE COMPANY \_\_\_\_\_  
 COAL WAS ENCOUNTERED AT \_\_\_\_\_ FEET \_\_\_\_\_ INCHES  
 \_\_\_\_\_ FEET \_\_\_\_\_ INCHES FEET \_\_\_\_\_ INCHES  
 \_\_\_\_\_ FEET \_\_\_\_\_ INCHES FEET \_\_\_\_\_ INCHES

Drillers' Names \_\_\_\_\_

Remarks: \_\_\_\_\_

Feb 28 1985  
DATE

R. A. Louth  
DISTRICT WELL INSPECTOR  
02/16/2024

Form 26  
2/16/82

RECEIVED  
MAR 2 - 1982  
OIL & GAS DIVISION

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

**INSPECTOR'S PLUGGING REPORT**

Permit No. \_\_\_\_\_ Well No. \_\_\_\_\_

COMPANY \_\_\_\_\_ ADDRESS \_\_\_\_\_  
FARM \_\_\_\_\_ DISTRICT \_\_\_\_\_ COUNTY \_\_\_\_\_

Filling Material Used \_\_\_\_\_

Liner			Location			Amount		Packer		Location		
PLUGS USED AND DEPTH PLACED						BRIDGES		CASING AND TUBING				
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION		RECOVERED	SIZE	LOST					

Drillers' Names \_\_\_\_\_

Remarks:

\_\_\_\_\_ I hereby certify I visited the above well on this date.  
DATE

02/16/2024  
DISTRICT WELL INSPECTOR

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

RECEIVED  
MAY 13 1985

OIL & GAS DIVISION  
DEPT. OF MINES

INSPECTOR'S WELL REPORT

Permit No. 103-1323

Oil or Gas Well \_\_\_\_\_  
(KIND)

Company <u>Clay Resources</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address <u>Marietta O</u>	Size			
Farm <u>Judy Long</u>	16			Kind of Packer _____
Well No. <u>1</u>	13			
District <u>Proctor</u> County <u>Wetzel</u>	10			Size of _____
Drilling commenced _____	8 1/4			Depth set _____
Drilling completed <u>May 9, 1985</u> Total depth <u>2880</u>	6 3/8			Perf. top _____
Date shot _____ Depth of shot _____	5 3/16			Perf. bottom _____
Initial open flow _____ /10ths Water in _____ Inch	3			Perf. top _____
Open flow after tubing _____ /10ths Merc. in _____ Inch	2			Perf. bottom _____
Volume _____ Cu. Ft.	Liners Used _____			Perf. top _____
Rock pressure _____ lbs. _____ hrs.				Perf. bottom _____
Oil _____ bbls., 1st 24 hrs.	CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____			
Fresh water _____ feet _____ feet	NAME OF SERVICE COMPANY _____			
Salt water _____ feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names \_\_\_\_\_

Remarks: \_\_\_\_\_

May 9, 1985  
DATE

R. A. Lowth  
02/16/2024  
DISTRICT WELL INSPECTOR

Form 26  
2/16/82

RECEIVED  
MAY 13 1982  
DIVISION OIL & GAS  
DEPT. OF MINES

STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES  
OIL AND GAS WELLS DIVISION  
INSPECTOR'S PLUGGING REPORT

Permit No. \_\_\_\_\_

Well No. \_\_\_\_\_

COMPANY \_\_\_\_\_ ADDRESS \_\_\_\_\_

FARM \_\_\_\_\_ DISTRICT \_\_\_\_\_ COUNTY \_\_\_\_\_

Filling Material Used \_\_\_\_\_

Liner			Location	Amount	Packer	Location		
PLUGS USED AND DEPTH PLACED						CASING AND TUBING		
CEMENT-THICKNESS	WOOD-SIZE	LEAD		CONSTRUCTION-LOCATION	RECOVERED	SIZE	LOST	

Drillers' Names \_\_\_\_\_

Remarks:

\_\_\_\_\_ I hereby certify I visited the above well on this date.  
DATE

\_\_\_\_\_ 02/16/2024  
DISTRICT WELL INSPECTOR

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

**RECEIVED**  
JAN 20 1985

OIL & GAS DIVISION  
DEPT. OF MINES

**INSPECTOR'S WELL REPORT**

Permit No. 103-1323

Oil or Gas Well \_\_\_\_\_  
(KIND)

Company <u>Clay Resources</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address <u>Marietta 0</u>	Size			
Farm <u>Judy Long</u>	16			Kind of Packer _____
Well No. <u>1</u>	13			
District <u>proctor</u> County <u>wetzel</u>	10			Size of _____
Drilling commenced _____	8 1/4	<u>1391</u>	<u>1391</u>	
Drilling completed _____ Total depth <u>1420</u>	6 3/8			Depth set _____
Date shot _____ Depth of shot _____	5 3/16			
Initial open flow _____ /10ths Water in _____ Inch	3			Perf. top _____
Open flow after tubing _____ /10ths Merc. in _____ Inch	2			Perf. bottom _____
Volume _____ Cu. Ft.	Liners Used			Perf. top _____
Rock pressure _____ lbs. _____ hrs.				Perf. bottom _____
Oil _____ bbls., 1st 24 hrs.	CASING CEMENTED <u>8 5/8</u> SIZE <u>1391</u> No. FT. <u>1-11-85</u> Date			
Fresh water _____ feet _____ feet	NAME OF SERVICE COMPANY <u>Nowaco</u>			
Salt water _____ feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names \_\_\_\_\_

Remarks: cemented with 240 SKS

Jan 17 1985  
DATE

R.A. Lowther  
DISTRICT WELL INSPECTOR  
02/16/2024

RECEIVED

STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS WELLS DIVISION  
 INSPECTOR'S PLUGGING REPORT

Permit No. \_\_\_\_\_

Well No. \_\_\_\_\_

COMPANY \_\_\_\_\_ ADDRESS \_\_\_\_\_

FARM \_\_\_\_\_ DISTRICT \_\_\_\_\_ COUNTY \_\_\_\_\_

Filling Material Used \_\_\_\_\_

Liner			Location	Amount	Packer	Location		
PLUGS USED AND DEPTH PLACED			BRIDGES			CASING AND TUBING		
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION			RECOVERED	SIZE	LOST

Drillers' Names \_\_\_\_\_

Remarks:

\_\_\_\_\_ I hereby certify I visited the above well on this date.

DATE

\_\_\_\_\_ 02/16/2024 DISTRICT WELL INSPECTOR

INSPECTOR'S PERMIT SUMMARY FORM

(11-30-84)

WELL TYPE \_\_\_\_\_  
ELEVATION 1050  
DISTRICT Proctor  
QUADRANGLE \_\_\_\_\_  
COUNTY Witzel

API# 47-103-1323  
OPERATOR Clay Rance  
TELEPHONE \_\_\_\_\_  
FARM Judy Long  
WELL # 1

SURFACE OWNER \_\_\_\_\_ COMMENTS \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
TARGET FORMATION \_\_\_\_\_ DATE APPLICATION RECEIVED \_\_\_\_\_  
DATE STARTED \_\_\_\_\_  
LOCATION \_\_\_\_\_ NOTIFIED \_\_\_\_\_ DRILLING COMMENCE 12-19-84

WATER DEPTHS \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
COAL DEPTHS \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

CASING  
Ran 1391 feet of 8 5/8 "pipe on 1-11-85 with House fill up  
Ran \_\_\_\_\_ feet of \_\_\_\_\_ "pipe on \_\_\_\_\_ with \_\_\_\_\_ fill up  
Ran \_\_\_\_\_ feet of \_\_\_\_\_ "pipe on \_\_\_\_\_ with \_\_\_\_\_ fill up  
Ran \_\_\_\_\_ feet of \_\_\_\_\_ "pipe on \_\_\_\_\_ with DEPARTMENT OF ENERGY fill up

TD 2880 feet on 5-9-85

APR 1 1986

PLUGGING

Type	From	To	Pipe Removed

Pit Discharge date: \_\_\_\_\_ Type \_\_\_\_\_  
Field analysis ph \_\_\_\_\_ fe \_\_\_\_\_ cl \_\_\_\_\_  
Well Record received \_\_\_\_\_

Date Released 3-26-86

Ronald R. Miller 02/16/2024  
Inspector's signature

API# 47 \_\_\_\_\_ - \_\_\_\_\_

LIST ALL VISITS FOR THIS PERMIT

	DATE	TIME	PURPOSE	COMMENTS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Notes



EXHIBIT B 1

Mail: 6/15/73 Eastern Gas & Oil, PO Box 731, Warren, Ohio

399

SS 236-14-7576

Form O.G. No. 28 12515 THIS AGREEMENT made on this 11th day of April 1973

Between **HARRY LEE NICK** and **Charles Gandy** and **Barney Pribble** and **Joe Bellizzi** of **912 Highland Ave. New Warren, Ohio 44481** and **EASTERN GAS & OIL, PO BOX 731, WARREN, OHIO 44481**

WITNESSETH that the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged by the Lessee, and of the covenants and conditions herein contained, does hereby grant unto the Lessee, for all of the term hereinafter described, the right to enter thereon at all times for the purpose of drilling and operating for oil and gas and to transport, store and dispose of the oil and gas and to use any and all equipment and apparatus, including the use of land and to use any and all equipment and apparatus, including the use of land and to use any and all equipment and apparatus, including the use of land...

**Proctor Dist. Wetzell**  
**Clarence Gandy**  
**Barney Pribble**  
**Joe Bellizzi**

1. The well is 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 \_\_\_\_\_  
**Two Hundred seven** Dollars **207** each year payable quarterly...

2. In consideration of the premises the said parties covenant and agree as follows:  
Lessee to accept the title of the Lease in tank or in oil as determined by the oil produced and as such to be paid to Lessee on or before the 15th day of the month following the month in which the same is produced...

3. Lessee to commence work on the premises within a reasonable time after the date hereof and to maintain and operate the same for the term hereof and to cause the same to be drilled and operated for the term hereof and to cause the same to be drilled and operated for the term hereof...

4. The Lessor hereby grants to the Lessee the right to consolidate the leased premises with other lands to form an oil and gas development unit of more than one hundred and forty (40) acres for the purpose of drilling a well thereon...

5. If a well is drilled on the leased premises, the Lessee shall, whether or not it shall be drilled or not, shall be obligated to pay to the Lessor the rental and royalty for any and all lands included in the development unit...

6. Payment of all moneys due on this lease may be made by cash or check to **some as above** and mailed to **some as above** and to the credit of \_\_\_\_\_  
7. All covenants and conditions between the parties herein shall extend to and include the entire term hereof and to the heirs, assigns and assigns in law of the parties to this lease...

Any additions to the above agreement that are made on the reverse side of this lease are a part of this lease. **02/16/2024**  
WITNESSES WHEREOF, the said parties have hereunto set their hands and seals:  
**Richard O. Anderson**  
**Melvin C. Bell**

This instrument prepared by  
**W. R. JONES**

STATE OF West Va )  
COUNTY OF Wetzel )  
A.D. 1973

Before me, the undersigned authority, on this 5th day of June, 1973, personally appeared Henry L. Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSED by me, the undersigned authority, on this 5th day of June, 1973, at Wetzel, West Virginia.

Miss E. Bell  
Notary Public

I, the undersigned, Notary Public for said county and state, personally appeared Henry L. Miller, President and Miss E. Bell, Secretary, respectively, of the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so duly conferred on them by its Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my official seal, this 5th day of June, 1973, at Wetzel, West Virginia.

STATE OF West Va )  
COUNTY OF Wetzel )  
A.D. 1973

Before me, the undersigned authority, on this 5th day of June, 1973, personally appeared Henry L. Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSED by me, the undersigned authority, on this 5th day of June, 1973, at Wetzel, West Virginia.

Miss E. Bell  
Notary Public

STATE OF WEST VIRGINIA, COUNTY OF WETZEL, TO WIT  
OFFICE OF THE CLERK OF THE COUNTY COURT OF WETZEL COUNTY  
The foregoing paper writing was this day June 5, 1973  
2:25 P.M. presented for record in my office, and thereupon  
together with this certificate thereto annexed, is admitted to record.

Teste: Carl J. ... Clerk  
County Court of Wetzel County

This instrument prepared by

RECEIVED 02/16/2024  
NOV 14 1984  
OIL & GAS DIVISION  
DEPT. OF MINES

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That Eastern Gas & Oil, P. O. Box 731, Warren, Ohio 44482, a Partnership, consisting of William R. Jones, Partner, and Jack Kapp, Partner, as Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey, without covenants or warranties of title, either express or implied, into Haddad and Brooks, Inc., 37 McMurray Road, Pittsburgh, Pennsylvania 15241, its successors and assigns, as Assignee, all of Assignor's right title and interest in and to the oil and gas leases covering lands in Wetzel County, West Virginia, described in Exhibit A attached hereto and made a part hereof.

Executed and effective as of 19th day of March, 1974

EASTERN GAS & OIL

by

William R. Jones  
William R. Jones, Partner

Jack Kapp  
Jack Kapp, Partner

STATE OF OHIO

COUNTY OF Marion

SS

I, Frank C. Kolesar, a Notary Public, do certify that William R. Jones and Jack Kapp, who signed the writing above, bearing date the 19th day of March, 1974, for Eastern Gas & Oil, a Partnership, have this day, in my County, acknowledged the said writing to be the act and deed of said Partnership.

Given under my hand this 19th day of March, 1974

Frank C. Kolesar  
Notary Public

02/16/2024

My commission Expires

FRANK C. KOLESAR, Notary Public

My Commission Expires Sept. 29, 1978

EXHIBIT B 2

Handwritten: Xerox Back 33A

EXHIBIT "A" attached to as a part of  
Assignment of Oil and Gas Leases  
Dated March 17, 1974

PROCTOR DISTRICT

<u>Lessor</u>	<u>Date</u>	<u>Acres</u>	<u>Recorded Book</u>	<u>Page</u>
Everett W. & Hazel I. Goddard	3/1/73	345	54A	215
Edna N. Kocher	3/14/73	308	54A	101
Herbert J. & Larry Dean Blake (Brothers)	2/28/73	110	54A	285
Albert Ingold & Luella Ingold	3/17/73	10	54A	176
Ray C. & Rose M. Herman, Dale Herman	3/14/73	75	54A	173
Reva W. Newman and Helen Newman	3/23/73	165	54A	149
Paul A. & Marian W. Palmer	6/28/73	30	54A	467
Paul A. & Marian W. Palmer	6/28/73	63	54A	465
Norman E. & Dorothy M. Haessly	6/28/73	177	54A	468
Walter F. Cooper, Paul A. & Marian W. Palmer	6/28/73	33	54A	462
Beatrice Garner, Bertie E. Aberegg, and Harold Aberegg	4/20/73	40	54A	307
E. A. Palmer Heirs, Beatrice E. Garner, Bertie E. Aberegg and Harold Aberegg	4/20/73	125	54A	305
Noah P. & Genevieve Fitzsimmons	4/16/73	65	54A	375
Harvey Lee Nice	4/16/73	207	54A	393
Leonard Amos	4/26/73	45	54A	311
Leonard Amos	4/26/73	41	54A	309
Clarence A. Price	4/13/73	64	54A	409
One June Price	4/13/73	50	54A	407
Harry Taylor	4/13/73	180	54A	427
Willard D. & Mary L. Wilson	4/14/73	132	54A	449
Thomas Foster Rine	4/13/73	115	54A	445
William E. & Minnie Durig	4/5/73	100	54A	363
William E. & Minnie Durig	4/5/73	400	54A	365
W. R. Sellers Agent, Margaret A. Sellers Estate	3/23/73	48	54A	427
Ray W. & Lora Dunham	3/14/73	25	54A	367
Willard Dunham, Fray & Nonnie W. Anderson & Ray W. & Lora Dunham	3/14/73	78	54A	369
Thomas A. & Elda V. Pegg	4/6/73	101	54A	397
Edward W. Moser	4/13/73	150	54A	397

02/16/2024

Mail: 5/13/74 Mobay Chem. Co. Division, Penn Lincoln Parkway West, Pittsburgh

25

5/13/74

THIS AGREEMENT is made this 13th day of May, 1974, between the undersigned parties, to wit:
Moby Chemical Co. Division, a division of Moby Chemical Co., Inc., a corporation organized under the laws of the State of Pennsylvania, and
[Name of Lessee], a [Type of Entity], organized under the laws of the State of [State].
WHEREAS, the undersigned parties desire to lease certain land and premises owned by the lessor to the lessee for the purpose of [Purpose];
AND WHEREAS, the lessor has agreed to lease the premises to the lessee on the terms and conditions hereinafter set forth;
NOW, THEREFORE, the parties hereby agree to the following terms and conditions:
1. The lessor hereby leases to the lessee, and the lessee hereby leases from the lessor, the following described land and premises:
[Description of Land]
2. The term of this lease shall be for a period of [Term] years, commencing on the date hereof and terminating on the date of [Termination].
3. The lessee shall pay to the lessor a monthly rental of [Amount] dollars, payable in advance on the [Day] day of each month.
4. The lessee shall be responsible for all taxes, assessments, and charges levied or assessed against the premises during the term of this lease.
5. The lessee shall maintain the premises in good and tenable order and condition, and shall be responsible for all repairs and maintenance thereof.
6. The lessee shall not assign, sublease, or otherwise dispose of the premises without the written consent of the lessor.
7. This lease shall be subject to the terms and conditions set forth in the lease agreement between the lessor and the lessee, dated [Date].
8. The parties hereby agree that this lease shall be binding upon their heirs, assigns, and legal representatives.
9. The lessor warrants that the premises are free from all liens, mortgages, and other encumbrances.
10. The lessee warrants that the premises are being leased for the purpose stated herein.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

[Signature]

WITNESSED by me, the undersigned, this 13th day of May, 1974.

at [Location], this 13th day of May, 1974.

[Signature]

02/16/2024

PROCEED DISTRIBUTION

PERSON	DATE	AMOUNT	BANK	REF
ABHIRAM K. SINGH & SONS	21/1/20	200	541	255
ABHIRAM SINGH	21/1/20	200	541	255
ABHIRAM K. SINGH & SONS (INDIA) PVT LTD	21/1/20	200	541	255
ABHIRAM SINGH & SONS	21/1/20	10	541	255
ABHIRAM SINGH & SONS	21/1/20	40	541	255
ABHIRAM SINGH & SONS	21/1/20	10	541	255
ABHIRAM SINGH & SONS	21/1/20	30	541	255
ABHIRAM SINGH & SONS	21/1/20	60	541	255
ABHIRAM SINGH & SONS	21/1/20	100	541	255
ABHIRAM SINGH & SONS	21/1/20	80	541	255
ABHIRAM SINGH & SONS	21/1/20	40	541	255
ABHIRAM SINGH & SONS	21/1/20	100	541	255
ABHIRAM SINGH & SONS	21/1/20	80	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255
ABHIRAM SINGH & SONS	21/1/20	60	541	255
ABHIRAM SINGH & SONS	21/1/20	50	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255
ABHIRAM SINGH & SONS	21/1/20	10	541	255
ABHIRAM SINGH & SONS	21/1/20	100	541	255
ABHIRAM SINGH & SONS	21/1/20	100	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255
ABHIRAM SINGH & SONS	21/1/20	100	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255
ABHIRAM SINGH & SONS	21/1/20	20	541	255

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OIL and GAS LEASE

25 235 25

THIS AGREEMENT, made and entered into this 20th day of January, A.D. 1977, by and between

Harry K. Nice, widower  
912 Highland Ave; New Martinsville, W. Va. 26155

hereinafter called Lessor, and Mobay Chemical Corp; Penn Lincoln Parkway West,  
Pittsburgh, Pa. 15205, hereinafter called Lessee; WITNESSETH THAT:

1. Lessor for and in consideration of the sum of one dollar and other valuable consideration, receipt of which is hereby acknowledged, and the covenants and agreements herein contained, does hereby grant, demise, lease and let exclusively unto Lessee the lands hereinafter described for the purposes of exploring, drilling and operating for, producing, storing, removing and marketing oil and gas, or either of them, and/or their constituents, injecting air, gas, water, brine and other substances from whatever source into any subsurface strata, except potable water strata and workable coal strata, together with exclusive rights to enter into, in, on and upon said lands at all times for the aforesaid purposes and to possess, use and occupy portions of said lands as may be necessary or convenient for the aforesaid purposes, and to install and maintain lines to transport oil, gas, water and electricity, whether produced on said lands or other lands, from, to, over and across said lands, said lands being all

of that tract of land situated in Lea County, Proctor Township/District of Wetzel County of West Va., bounded substantially as follows:

On the north by the lands of Richard N. Schnake, Clarence Baxter  
On the east by the lands of Clarence Baxter, Geo. Baxter  
On the south by the lands of Geo. Baxter, W.A. Horner, R. Evans-formerly R. Skinner  
On the west by the lands of R. Evans (R. Skinner) Alice Lancione

containing Forty three ac. (43.00) acres, more or less, it being the intent of the foregoing to describe and include for the purposes of this lease all of the lands owned by Lessor in said Township or District.

2. Subject to other provisions herein contained, this lease shall remain in force for a term of ten (10) years (primary term) and so much longer thereafter as oil and gas, or either of them, and/or their constituents, is produced in paying quantities, in the judgment of Lessee, from the premises described above or other operations as herein provided are maintained on said premises (extended term); provided, however, that if at the termination of said term, primary or extended, there is a well on the leased premises being drilled, deepened, reworked or plugged back in search for production, then this lease shall continue in force for as long as drilling, deepening, reworking or plugging back is carried on with reasonable diligence and so much longer thereafter as oil and gas, or either of them, and/or their constituents, is found in paying quantities, in the judgment of Lessee, or other operations as herein provided are maintained on said premises.

3. In consideration of the premises, Lessee covenants and agrees to deliver to the credit of Lessor, free of cost, in tanks or pipeline, one-eighth (1/8) of the oil produced and saved from the premises and to pay Lessor the field market price for one-eighth (1/8) of the gas, except storage gas, produced and marketed from the premises. If gas is not sold from a gas well on the premises which is shut in because of the lack of an acceptable market, Lessee may pay to Lessor, as shut in gas royalty, \$50.00 per year, payable at the end of each year so shut in, and said well shall be considered a producing well within the meaning of paragraph 2, above.

4. If no well is commenced on said premises within One year from this date, this lease shall terminate unless Lessee shall pay to Lessor a delay rental of Forty Three dollars

Dollars (43.00) each year thereafter, payable in advance annually, semi-annually or quarterly at the option of Lessee, until a well is commenced or this lease surrendered; but the completion of a well on said premises unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rental for a period of one year thereafter, at which time Lessee may resume payments of delay rentals. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable; provided, however, that in the event Lessee fails to pay the delay rentals as herein provided, and the within Lease terminates by reason thereof, Lessor shall notify Lessee by certified mail of said nonpayment of rentals, and Lessee may, at its option, reinstate the within Lease by payment of the rentals due within fifteen (15) days after receipt of said notice by Lessee.

5. No well shall be drilled within two hundred feet of any barn or dwelling now existing without the written consent of Lessor. Lessee shall bury all permanent pipelines below plow depth, when so requested by Lessor, and pay all damage to growing crops caused by operations under this lease; and all damage, if not mutually agreed upon, to be ascertained by three disinterested persons, one appointed by Lessor, one by Lessee and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

6. Lessor may lay a line to any well on said premises and take gas produced from said well for use for light and heat in one dwelling house on said premises at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee. The first two hundred thousand (200,000) cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand (200,000) cubic feet taken each year shall be paid for at the current published rates at 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 Lessee relating to the use of free gas.

7. Lessee shall have the exclusive rights (called storage rights) to use any well which may be located on the leased premises and any stratum or strata underlying the surface of the above described lands (except potable water strata and workable coal strata) for the purposes of injecting, storing, holding in storage and removing any kind of gas from whatever source obtained; and Lessee may, for these purposes, re-open and restore to operation any and all abandoned wells on said premises or drill new wells thereon. It is understood that a well need not be located on the leased premises to permit storage of gas. Lessee shall be the sole judge as to whether gas is being stored within the leased premises, and Lessee's determination in respect thereto shall be final and conclusive. As full compensation for storage rights herein granted and in lieu of all delay rentals or royalties due, or to become due, on the production or removal of stored gas from the leased premises, Lessee agrees to pay Lessor an annual rental of \$1.00 per acre commencing with the date of first utilization of any such stratum or strata for gas storage purposes and for as long thereafter as any such stratum or strata be so utilized, such annual rental to be paid within three months after the commencement of each annual period of utilization for storage purposes. Lessee further agrees to pay Lessor as liquidated damages for the drilling, operation and maintenance of each well on the leased premises which is utilized for the storage of gas, as well as for the necessary or useful surface rights and privileges relating thereto, for the entire term of this agreement, the sum of \$100.00 payable in one sum within three months after each well now existing or hereafter drilled upon the leased premises is so utilized. Lessee agrees to give Lessor written notice of the use of the leased premises for gas storage purposes and of the use of any well drilled thereon for gas storage purposes. In the event any stratum or strata utilized for gas storage purposes contains an economically recoverable reserve of native gas, Lessee agrees to compensate Lessor for his royalty on such gas at the prevailing well-head market price in the vicinity at the time Lessee gives notice of use of the premises for gas storage purposes for gas of comparable quality, the volume of such gas to be based on an estimate of such reserves by accepted geological methods.

8. Lessor hereby grants to Lessee the right to consolidate the leased premises or any part or parts thereof with other lands to form an oil development unit of not more than one hundred and sixty acres or gas development unit of not more than six hundred and forty acres for the purpose of drilling a well thereon, but Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located on the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease, to the same effect as if all the lands comprising said unit were described in and subject to this lease. Lessor, however, agrees to accept, in lieu of the 1/8 oil and gas royalty or shut in gas royalty hereinafore provided, that proportion of such 1/8 royalty or shut in gas royalty which Lessor's acreage in the development unit bears to the total number of acres in said development unit; and Lessor further agrees that only the owner of the lands on which the development unit well is located may take gas for use in one dwelling house as hereinbefore provided.

9. The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration for all the rights herein granted to Lessee and the further right of drilling or not drilling on the leased premises, whether to offset producing or gas storage wells on adjacent or adjoining lands or otherwise, as Lessee may elect, regardless of the purposes for which the leased premises are used hereunder.

10. Lessor hereby warrants and agrees to defend the title to the lands herein described; Lessor further agrees that Lessee shall have the right at any time to pay for Lessor any mortgage, tax or any other lien or encumbrance which in any manner, in the reasonable judgment of Lessee, affects, may affect or may appear to affect Lessee's interest in the lands described or rights or privileges under this lease and be subrogated in full to all rights of the holder thereof, and such payments made by Lessee for Lessor may be deducted from any monies which may become due Lessor under this Lease. Should it be determined that Lessor

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MO-2-503A

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owns less than the entire interest in the tract described above, Lessor shall receive only that portion of the rentals and royalties hereinafter provided which Lessor's interest bears to the entire interest.

11. Payments of all monies due under this lease may be made by cash or check to Harry L. Nice and mailed or delivered to 912 Highland Ave; New Martinsville, West W. Va. 26155

Payment shall be deemed as made when same has been deposited in the U.S. mails. No change in ownership of the land or assignment of rentals or royalties shall be binding on Lessee until after Lessee has been furnished with a written notice thereof and a certified copy of the deed of conveyance or other documents as proof to enable Lessee to identify the land conveyed as being all or part of the leased premises and Lessee shall then apportion all payments hereunder, in case of any division, according to acreage. The privilege of assignment in whole or in part is expressly allowed to Lessor and Lessee.

12. Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas and water from the premises, except water from the wells of Lessor, to conduct operations, and the right at any time to remove any tubing, casing, pipe, machinery, fixtures and other equipment placed on the premises by Lessee.

13. At any time, Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor or by placing the surrender thereof on record in the proper county, either of which shall be full and legal surrender of this lease as to all the leased premises or such portion thereof as said surrender shall indicate and shall be a cancellation of all liabilities under same of each and all parties hereto to the extent indicated on the surrender, and the acreage rental hereinafter provided shall be reduced in proportion to the acreage surrendered.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This lease and all the provisions thereof shall be applicable to and binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and acknowledged in the presence of:  
[Signature] \_\_\_\_\_  
Harry L. Nice \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ } ss. On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_  
County of \_\_\_\_\_ } before me, a Notary Public in and for said County and  
State, personally appeared before me in said County and State the above named \_\_\_\_\_

\_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged before me that he did execute the same for the purposes therein contained and that the same is \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at \_\_\_\_\_ the day and year aforesaid.  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Seal)

STATE OF WEST VIRGINIA } ss.  
County of Wetzel }  
I, Mary Elizabeth Korb, a Notary Public in and for the County of Wetzel

do hereby certify that Harry L. Nice whose name \_\_\_\_\_ signed to the writing above bearing the date of January 21, 1977

19\_\_\_\_, has \_\_\_\_\_ this day acknowledged same before me in my said County and State aforesaid.

Given under my hand and seal this 21<sup>st</sup> day of January, 1977.

My commission expires November 25, 1986

Mary Elizabeth Korb (Seal)  
Notary Public



This instrument was prepared by: John L. Hunter, Bethel Park, Pa. 15102

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STATE OF WEST VIRGINIA, COUNTY OF WETZEL, TO-WIT:  
OFFICE OF THE CLERK OF THE COUNTY COURT OF WETZEL COUNTY.

The foregoing paper writing was this day February 3, 1977, at 10:28 A.M. presented for record in my office, and thereupon, together with the certificate thereto annexed, is admitted to record.

Teste: [Signature] Clerk,

County Court of Wetzel County

02/16/2024



ASSIGNMENT

30-207-33  
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MOBAY CHEMICAL CORPORATION, a New Jersey corporation with offices at Penn Lincoln Parkway West, Pittsburgh, Pennsylvania 15205 (hereinafter called "Assignor"), for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer unto WETZEL RESOURCES CORPORATION, a West Virginia corporation with offices at 1200 51st Street, Vienna, West Virginia 26105 (hereinafter called "Assignee"), all of the right, title and interest of Assignor in and to the oil and gas leases described in Exhibit A attached hereto and hereby made a part hereof, of tracts of land situate in Wetzel County, West Virginia, but (1) excepting and reserving to Assignor, its successors and assigns, all pipelines, and all gathering lines which connect a pipeline to a meter, now located in or upon any or all of said tracts of land and the exclusive rights-of-way and easements to use, operate, repair, maintain, change and replace said pipelines and gathering lines and all changes and replacements thereof from time to time hereafter made, and (2) reserving unto Assignor, its successors and assigns, the right to purchase and take, pursuant to a Gas Purchase Contract between Assignee and Assignor, dated of even date herewith, certain natural gas hereafter produced from said tracts of land.

Assignor makes no warranty of title with respect to said oil and gas leases except that it has not conveyed,

02/16/2024

mortgaged, pledged or otherwise encumbered any of said leases except as disclosed in Exhibit A hereto.

This Assignment is made pursuant and subject to the terms and conditions of an Agreement of sale between Assignor and Assignee, dated of even date herewith, and the aforesaid Gas Purchase Contract between Assignee and Assignor, also dated of even date herewith, the terms and conditions of both of which are hereby incorporated herein by reference.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered this 2nd day of February, 1984.



ATTEST:

Ray J. Brown  
Secretary

MOBAY CHEMICAL CORPORATION

Jack M. Carpmann  
Vice President

STATE OF PENNSYLVANIA )  
 ) SS  
COUNTY OF ALLEGHENY )

The foregoing instrument was acknowledged before me this 2nd day of February, 1984, by JACK M. CARPMAN, VICE PRESIDENT of Mobay Chemical Corporation, a New Jersey corporation, on behalf of the corporation.

My commission expires the 21 day of May, 1985.

Grace M. McMahon  
Notary Public

This instrument was prepared by:  
Roderick G. Norris, Esq.  
42nd Floor, 600 Grant St.  
Pittsburgh, Pennsylvania 15219

GRACE M. McMAHON, NOTARY PUBLIC  
ROBINSON TWP., ALLEGHENY COUNTY  
MY COMMISSION EXPIRES MAY 21, 1985  
Member, Pennsylvania Association of 02/16/2024

EXHIBIT A

LEASE NO.	LESSOR	DATE OF LEASE	DISTRICT	COUNTY	RECORDED BOOK	PAGE
MO-2- 37	Harry Lee Nice	4-16-73	Proctor	Wetzel	54A	399
- 76A	Johnny M. Nice Estate	3-15-73	Magnolia	"	57A	35
- 76B	Ralph & Patricia McCormick	4-01-76	"	"	56A	492
-236	Daniel L. Welch	4-25-75	Proctor	Wetzel	55A	103
-246	Dempsey & Mary Wilson	5-16-74	"	"	55A	107
-267	Hattie L. Emch	5-10-77	"	"	57A	480
-268A	Jack J. & Kathleen A. Moore	5-10-79	"	"	58A	555
-268B	Jack J. Moore	5-10-79	"	"	58A	553
371	Sanford Woods, et al	5-10-79	"	"	55A	314
-378A	Eva Mae & Robert Woods	4-03-75	Magnolia	Wetzel	55A	391
-378B	Richard A. & Roxanna Hafer					
-378C	Roland L. Day	4-03-75	"	"	55A	347
-378D	Ervin Henry & Lois Jean Day	4-03-75	"	"	55A	345
-378E	Roland L. Day	4-25-75	"	"	56A	67
-378F	C. W. & Blanche Berger; J. C. & Nola Yost	4-25-75	"	"	56A	106
-378G	Charles F. & Nora Zurlinden	4-25-75	"	"	56A	108
-378H	Grace & John E. Robinson	4-25-75	"	"	56A	83
-378I	Clifford & Elizabeth Stephenson;	4-25-75	"	"	56A	93
-378J	Dorothy & Irwin Irwin	4-25-75	"	"	56A	85
-378K	Virginia Shadle; Edna & Hayward Cain	4-25-75	"	"	56A	102
-378L	Mary & Ralph Hayward	4-25-75	"	"	56A	87
-378M	Howard A. Evans	4-25-75	"	"	56A	100
-378N	JoAnn & Merle Lewis	4-25-75	"	"	56A	149
-378O	Edward C. & Vestra F. Evans	4-25-75	"	"	56A	185
-378P	Verna Powell	4-25-75	"	"	56A	185
-378Q	Zone E. Goodwin	4-25-75	"	"	56A	185
-378R	Maggie & Addine Mittendorf	4-25-75	"	"	56A	185
-378S	Harry W. & Mildred M. Evans	4-25-75	"	"	56A	185
-378T	Betty L. & Harlan Friedenbourg	4-25-75	"	"	56A	185

LEASE NO.	LESSOR	DATE OF LEASE	DISTRICT	TOWNSHIP	RECORDED BOOK	PAGE
MO-2-3780	Frances Jean & Richard A. Morgan	4-25-76	Magnolia	Wetzel	57A	187
-378P	Georgia Parsons	4-25-76	"	"	57A	193
-378Q	Charlott & Wilbur L. Tolson	4-25-76	"	"	57A	195
-378R	Wilma Games	4-25-76	"	"	57A	205
-378S	Robert E. & Sandra Games	4-25-76	"	"	57A	259
-378T	Harry C. & Grace E. Games	10-18-76	"	"	57A	267
-378U	Lawrence J. Esposito	4-25-76	"	"	57A	181
-378V	Robert C. & Sara Noel	4-25-76	"	"	57A	207
-378W	John D. Noel					
-378X	Charles & Louise Tillman	4-25-76	"	"	57A	214
-398A	W. E. & Minnie W. Durig	6-09-75	Proctor	"	56A	5
-398B	George Strickler	6-09-75	"	"	56A	3
-416A	Lillian Miller	3-26-75	"	"	56A	153
-416B	Wilma J. Sitzer	10-21-75	"	"	56A	298
-416C	Edith P. Taylor	10-21-75	"	"	56A	296
-416D	Mary & Wilford Buzzard	10-21-75	"	"	56A	293
	Carmel P. & Steve Shimko; Charles K. Parsons; Edith J. & Chester J. Parsons	5-18-76	"	"	56A	695
-474A	Ernest & Ruth Pyles; Michael Lucas	5-18-76	"	"	56A	697
-474B	Frank Coleman; Romana J. & Vincent Albrano					
	Ronald L. & Valerie Mitchell	5-18-76	"	"	57A	451
-474C	Joseph & Katherine Culp	5-18-76	"	"	57A	453
-474D	James W. & Linda Crane	5-18-76	"	"	57A	455
-474E	William L. & Cheryl Luzer	5-18-76	"	"	57A	688
-478A*	Thomas L. & Jean L. Williams	1-31-78	Magnolia	"	57A	421
-478B*	Jeremiah & Frances Williams	2-17-77	"	"	57A	441
-478C*	Jay S. & Coy Riddle	2-17-77	"	"	57A	449
-478D*	Shelby W. & Phillip Allen	2-17-77	"	"	57A	449
-478E*	Paul J. & Elenore L. Shiben	8-01-81	"	"	62A	303
	Esther Peters; Katherine Mensore; Edward & Ruth Shiben					
-478F*	Robert E. & Janet Kinney	2-17-77	"	"	57A	495
-478G*	Judith Kinney Knapmeyer	2-17-77	"	"	57A	497
-478H*	Barbara Williams Crouter	7-06-77	"	"	57A	567
-478I*	Bessie L. Muegel	2-13-78	"	"	57A	669
-478J*	Franciscan Fathers	2-15-78	"	"	57A	667
-478K*	William H. & Paulette Hohneman	2-15-78	"	"	57A	675

02/16/2024

<u>LEASE NO.</u>	<u>LESSOR</u>	<u>DATE OF LEASE</u>	<u>DISTRICT</u>	<u>COUNTY</u>	<u>RECORDED BOOK</u>	<u>PAGE</u>
MO-2-478L*	Bruno A. Scheffe	2-12-78	Magnolia	Wetzel	57A	682
-478M*	Andrew G. & Alice H. Reinhold	2-15-78	"	"	58A	13
-496A	Bing & Patty Potts	10-22-76	Proctor	"	57A	26
-496B	Frank W. Nice	10-22-76	"	"	57A	445
-496C	Roland Bohrer AIF Della Arnett	5-11-77	"	"	57A	483
-496D	Earl A. & Maude D. Nice	5-11-77	"	"	57A	487
-496E	Robert & Mary Fulton	5-11-77	"	"	57A	491
-496F	Patrick L. & Joyce Nice	5-11-77	"	"	57A	503
-496G	John A. Nice	5-11-77	"	"	57A	501
-496H	Charles A. & Mary Nice	5-11-77	"	"	57A	557
-496I	Robert A. & Shirley Nice	10-22-77	"	"	57A	485
-501A	George Roth	1-05-77	"	"	57A	367
-501B	Clarence O. & Imogene Hewitt	6-26-79	"	"	58A	505
-501C	James A. & Floyd J. Metz	6-26-79	"	"	58A	507
-501D	Robert A. Lemons; Linda M. Lemons	10-22-79	"	"	59A	3
-511	Donna L. Howell					
	Warren C. & Ann C. Sands;	5-01-76	Magnolia	Wetzel	56A	503
	Ernest L. & Linda S. Czekaj; Roland J. &					
	Anita R. Nath; Michael C. & Barbara K. Sands					
-521	Joseph M. & Norma K. Ballouz	7-24-78	Proctor	"	58A	48
-557	George A. & Genevieve Anderson	6-12-79	Magnolia	"	58A	475

\* Insofar and only insofar as it covers 25 acres held by production under the Sands Unit #1.

The Leases are subject to that certain License Agreement between Mobay and Haddad and Brooks, Inc., dated May 11, 1983, relating to pipelines and gathering lines now or hereafter constructed from time to time.



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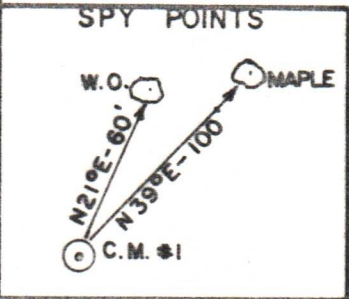
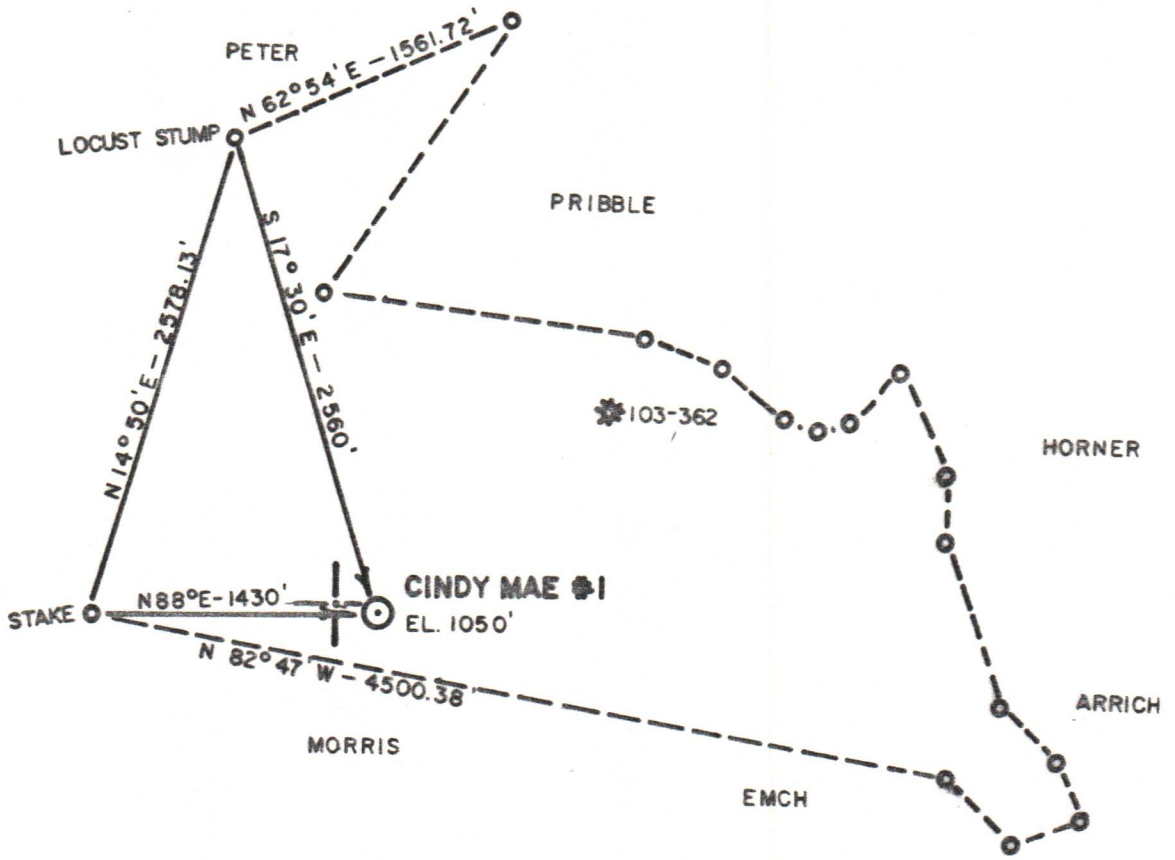
177-4 4/27/84

9650' WEST

LATITUDE 39° 42' 30"

LONGITUDE 80° 47' 30"

NORTH



(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS

FILE NO. 84-651  
 DRAWING NO. \_\_\_\_\_  
 SCALE 1" = 1000'  
 MINIMUM DEGREE OF ACCURACY 1/200'  
 PROVEN SOURCE OF ELEVATION WELL #1 (1309')

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) *Chester B. Waterman*  
 R.P.E. 3788 I.L.S. \_\_\_\_\_



STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION



DATE 11/5, 19 84  
 OPERATOR'S WELL NO. CINDY MAE #1  
 API WELL NO. \_\_\_\_\_

WELL TYPE: OIL \_\_\_\_\_ GAS  LIQUID INJECTION \_\_\_\_\_ WASTE DISPOSAL \_\_\_\_\_  
 (IF "GAS,") PRODUCTION  STORAGE \_\_\_\_\_ DEEP \_\_\_\_\_ SHALLOW \_\_\_\_\_  
 STATE COUNTY PERMIT 47 103 1323

LOCATION: ELEVATION 1050 WATER SHED HAYNES RUN  
 DISTRICT PROCTOR COUNTY WETZEL  
 QUADRANGLE NEW MARTINSVILLE 7.5'

SURFACE OWNER JUDY M. LONG ACREAGE 200  
 OIL & GAS ROYALTY OWNER HARRY L. NICE LEASE ACREAGE 200

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 CLAY RESOURCES, INC. DESIGNATED AGENT STEVE KUHL  
 ADDRESS 204 UNION SQUARE MARIETTA, OH 45750 ADDRESS 1004 - 41ST ST. VIENNA, WV 26105

COUNTY NAME PERMIT

FORM IV-6 (8-78) H.T. HALL

02/16/2024

By completing and submitting this application, I have reviewed, understand, and agree to the terms and conditions of the general permit issued on July 10, 1985. I understand that provisions of the permit are enforceable by law. Violations of any term and condition of the general permit and/or other applicable law or regulation can lead to enforcement action.

I certify under penalty of law that I have personally examined and am familiar with the information submitted on this application form and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

COMPANY OFFICIAL SIGNATURE

Sandra L. Schubert

DATE 2/23/85

Please attached \$50.00 permit application fee required by Series III, Section 7, of the West Virginia Administrative regulations of the State Water Resources Board.

All spills or accidental discharges are required to be reported immediately to the Emergency Response Spill Alert System toll free telephone number 1-800-642-3074.

#### LANDOWNER ADMINISTRATIVE REVIEW RIGHTS

The conditions in the general NPDES permit for pit waste treatment and discharge have been developed so that they are applicable to general conditions found throughout the state. There may be particular sets of circumstances at specific sites that require modification of established procedures. You as a land owner, if you feel the site on your property requires such consideration for water quality/general permit compliance related matters, may request an administrative review of that site. If there are valid water quality concerns, the Division of Water Resources will address them by either not allowing the pit construction and subsequent discharge, or by altering the standard operating procedures to deal with the particular unique nature of this site. Such requests should be forwarded in writing to:

Chief, Division of Water Resources  
Department of Natural Resources  
1201 Greenbrier St.  
Charleston, West Virginia 25311.

To ensure prompt review of your site it is suggested that you also call the Field Operations Branch (348-2745) and verbally make the request.

02/16/2024