



1) Date: April 6, 19 83
 2) Operator's Well No. Grow #6 - Relocation
 3) API Well No. 47 105 1062
 State County Permit

DRILLING CONTRACTOR:

Clint Hurt
Edens Fork, WV

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

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil X / Gas X /
 B (If "Gas", Production X / Underground storage / Deep / Shallow X /)
- 5) LOCATION: Elevation: 706.45 Watershed: Burning Springs
 District: Burning Springs County: Wirt Quadrange: Burning Springs
- 6) WELL OPERATOR Wayman W. Buchanan 11) DESIGNATED AGENT Leroy Hopkins
 Address 444 Petroleum Commerce Bldg. Address P. O. Box 106
San Antonio, Texas 78205 Kenna, WV 25248
- 7) OIL & GAS ROYALTY OWNER George C. Grow, Jr. 12) COAL OPERATOR None
 Address 626 Shadowlawn Drive Address
Westfield, NJ 07090
 Acreage 1063
- 8) SURFACE OWNER Same as above 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
 Address Name
 Address Address
 Acreage 1063 Name
 Address Address
- 9) FIELD SALE (IF MADE) TO:
 Address
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED
 Name Deo Mace Address
 Address Rt. 1, Box 5 Address
Sandridge, WV 25274
- 15) PROPOSED WORK: Drill X / Drill deeper / Redrill / Fracture or stimulate
 Plug off old formation / Perforate new formation
 Other physical change in well (specify)
- 16) GEOLOGICAL TARGET FORMATION, Devonian Shale
- 17) Estimated depth of completed well, 5100 feet
 18) Approximate water strata depths: Fresh, 150 feet; salt, 1300 feet.
 19) Approximate coal seam depths: None Is coal being mined in the area? Yes / No X

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APR 8 - 1983

OIL AND GAS DIVISION
 WV DEPARTMENT OF MINES

20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS	
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		Kinds	Sizes
Conductor	9 5/8			X			350	Circ.	Kinds	<u>NEAT</u>
Fresh water										
Coal									Sizes	
Intermediate	X 7			X			1500	Circ.		
Production	4 1/2			X			5100	350 sks.	Depths set	
Tubing										
Liners									Perforations:	
									Top	Bottom

21) EXTRACTION RIGHTS

Check and provide one of the following:

- Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil or gas.
 The requirement of Code 22-4-1(c) (1) through (4). (See reverse side for specifics.)

22) ROYALTY PROVISIONS

Is the right to extract, produce or market the oil or gas based upon a lease or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil or gas so extracted, produced or marketed? Yes No

If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-60.

23) Required Copies (See reverse side.)

24) Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia.

Notary:
 My Commission Expires

Signed: Leroy Hopkins
 Its: Designated Agent

OFFICE USE ONLY

Permit number 47-105-1062 DRILLING PERMIT Date April 14 1983
01/12/2024

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 December 14, 1983 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>BB</u>	Agent: <u> </u>	Plat: <u> </u>	Casing: <u> </u>	Fee: <u>2123</u>
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Administrator, Office of Oil and Gas

Line Item Explanation



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

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

WAIVER

The undersigned coal operator _____ / owner _____ / lessee _____ / of the coal under this permit No. _____ 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.

01/12/2024

Date: _____, 19____

By _____

Its _____

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

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

21. Each well drilled by LESSEE on the subject acreage will hold One Hundred and Twelve (112) acres thereof by production within the meaning of Paragraph 3, herein, and the location of such acreage around each well shall be determined by the LESSEE in his sole discretion.

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

01/12/2024

2 George C. Grow, Jr.
GEORGE C. GROW, JR.

Ch-8 D

01/12/2024

ANSIREA MCCOY

Received for Record on the 29 day of Sept
1982 at 3:55 O'clock P.M.
 Recorded in the Office of the Clerk of the County Commission of Wirt County, W. Va.
 In Deed Book No. 106 at page 131
Barbara Chismont
 Clerk Wirt County Commission
\$ 4.00 PAID

Filed and admitted to record in the office of the Clerk of the County Commission of Ritchie County, W. Va. SEP 29 1982
 19 at 9:00 O'clock A.M.
 Recorded in LEASE
 Book No. 148 Page 125
 Tester: Junda B. Mage, Jr.
 Clerk

9/12/2024

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DEC 12 1983



OIL & GAS DIVISION
DEPT. OF MINES

State of West Virginia
Department of Mines
Oil and Gas Division

Date July 21, 1983
Operator's Well No.
Farm Grow #6 13890
API No. 47 - 105 - 1062

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

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

LOCATION: Elevation: 706.45 Watershed Burning Springs
District: Burning Springs County Wirt Quadrangle Burning Springs 7.5

COMPANY Wayman W. Buchanan
ADDRESS 444 Petroleum Commerce Bldg. San Antonio, Texas 78205
DESIGNATED AGENT Leroy Hopkins
ADDRESS P. O. Box 106, Kenna, WV 25248
SURFACE OWNER George C. Grow, Jr.
ADDRESS Westfield, NJ 07090
MINERAL RIGHTS OWNER Same as above
ADDRESS
OIL AND GAS INSPECTOR FOR THIS WORK Deo Mace ADDRESS Sandridge, WV 25274

Casing & Tubing	Used in Drilling	Left in Well	Cement fill up Cu. ft.
Size 20-16 Cond.			
13-10"			
9 5/8		351'	150 sks.
8 5/8			
7		1276'	200 sks.
5 1/2			
4 1/2		3869'	215 sks.
3			
2			
Liners used			

PERMIT ISSUED April 14, 1983
DRILLING COMMENCED July 16, 1983
DRILLING COMPLETED July 21, 1983

IF APPLICABLE: PLUGGING OF DRY HOLE ON CONTINUOUS PROGRESSION FROM DRILLING OR REWORKING. VERBAL PERMISSION OBTAINED FROM:

GEOLOGICAL TARGET FORMATION Devonian Shale Depth 3925 feet
Depth of completed well 3925 feet Rotary X / Cable Tools
Water strata depth: Fresh 150 feet; Salt 1300 feet
Coal seam depths: None Is coal being mined in the area? No

OPEN FLOW DATA

Producing formation Devonian Shale Pay zone depth 3828-2616 feet
Gas: Initial open flow _____ Mcf/d Oil: Initial open flow _____ Bbl/d
Final open flow 175 Mcf/d Final open flow 25 Bbl/d
Time of open flow between initial and final tests 4 hours
Static rock pressure 375 psig (surface measurement) after 4 hours shut in
(If applicable due to multiple completion--)

Second producing formation _____ Pay zone depth _____ 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

WIRT 1062

07/27/2024

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

Perforated 35 holes from 3328' to 3305'.

Treated and fractured with 500 gal. 15% HCL, 90 quality foam (80 BOW, 123 bbl sand laden fluid), 32,500# 20/40 sand, 710,000 scf N₂.

Perforated 35 holes from 3277 to 2616'.

Treated and fractured with 500 gal. 15 HCL, 90 quality foam (99 BOW, 132 bbl. sand laden fluid), 32,500# 20/40 sand, 720,000 scf N₂.

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS Including indication of all free and salt water, coal, oil and c
Sand and Shale			0	600	
Shale			600	711	
Sand			711	717	
Sandy Shale			717	834	
Sand			834	906	
Big Lime			906	992	
Big Injun			992	966	
Shale			966	1311	
Sand			1311	1386	
Shale			1386	1455	
Sunbury Shale			1455	1464	
Berea			1464	1470	
Siltstone/Shale			1470	1806	
Sand			1806	1837	
Shale			1837	2760	
Siltstone/Shale			2760	3080	
Shale			3080	3819	
Sand			3819	3834	
Shale			3834	3925	
TD			3925		

(Attach separate sheets as necessary)

Wayman W. Buchanan

Well Operator

01/12/2024

By:

Ray S. Sites

Date:

Note: Regulation 2.02(d) provides as follows:
 "The term 'log' or 'well log' shall mean a systematic
 detailed geological record of all formations, including
 well, encountered in the drilling of a well."

B.B.

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

WELL OPERATOR'S REPORT
OF
INITIAL GAS-OIL RATIO TEST

WELL OPERATOR Wayman W. Buchanan
Address 444 Petroleum Commerce Building
San Antonio, Texas 78205

DESIGNATED AGENT Petroleum Technical Services
Address 3000 North Garfield Street,
Suite 210, Midland, Texas
79705

GEOLOGICAL TARGET FORMATION: Devonian Shale Depth 2,616' feet
Perforation Interval 2,616' - 3,828' feet

GUIDELINES FOR TESTING:

- 1- A minimum of gas vented or flared
- 2- A 24 hour preflow into pipelines or tanks
- 3- Uniform producing rate during the 24 hour test per test period
- 4- Measurement standards as for Form IV-39, "Report of Annual Production" (see Regulation 21.01)
- 5- Separate Form IV-36 for each producing formation in a multiple completion

TEST DATA				
START OF TEST-DATE 5-11-84	TIME 8:00 a.m.	END OF TEST-DATE 5-12-84	TIME 8:00 a.m.	DURATION OF TEST 24 hrs.
TUBING PRESSURE 60 psi	CASING PRESSURE 145 psi	SEPARATOR PRESSURE 58 psi	SEPARATOR TEMPERATURE 80° F	
OIL PRODUCTION DURING TEST 5 bbls.	GAS PRODUCTION DURING TEST 11 Mcf	WATER PRODUCTION DURING TEST & SALINITY 0 bbls. ppm.		
OIL GRAVITY 41.2°	°API	PRODUCING METHOD (flowing, pumping, gas lift, etc.) Flowing		

GAS PRODUCTION		
MEASUREMENT METHOD: FLANGE TAP <input type="checkbox"/>	PIPE TAP <input type="checkbox"/>	L-10 <input type="checkbox"/>
		POSITIVE CHOKI CRITICAL FLOW PROVER <input type="checkbox"/>
ORIFICE DIAMETER	PIPE DIAMETER (INSIDE DIAM.)	NOMINAL CHOKE SIZE - IN.
DIFFERENTIAL PRESSURE RANGE	MAX. STATIC PRESSURE RANGE	PROVER & ORIFICE DIAM. - IN.
DIFFERENTIAL	STATIC	GAS GRAVITY (Air-1.0) MEASURED ESTIMATED
GAS GRAVITY (Air-1.0)	FLOWING TEMPERATURE	GAS TEMPERATURE °F
24 HOUR COEFFICIENT	24 HOUR COEFFICIENT	
PRESSURE - psia		

TEST RESULTS			
DAILY OIL 5 bbls.	DAILY WATER 0 bbls.	DAILY GAS 11 Mcf.	GAS-OIL RATIO 2,200 SCF/STB

Wayman W. Buchanan
Well Operator

By: Dave Bennett
Its: Agent

Oil

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01/12/2024

JUN 18 1984

OIL & GAS DIVISION
DEPT. OF MINES

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JUL 20 1983

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

OIL & GAS DIVISION
DEPT. OF MINES

INSPECTOR'S WELL REPORT

Permit No. 105-1062

Oil or Gas Well _____
(KIND)

Company <u>Wayman Buchanan</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address _____	Size			
Farm <u>Grow</u>	16			Kind of Packer _____
Well No. <u>6</u>	13			
District <u>Burns Sp</u> County <u>Wirt</u>	10			Size of _____
Drilling commenced <u>7-16-83</u>	8 1/4			
Drilling completed _____ Total depth _____	6 5/8			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 _____ 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 Hunt E

Remarks: 351' of 9 5/8" Helib. circulated cement 7-16-83.

7-16-83
DATE

W. M. ... 04/12/2024
DISTRICT WELL INSPECTOR

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

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JUL 27 1983

OIL & GAS DIVISION
DEPT. OF MINES

INSPECTOR'S WELL REPORT

Permit No. 105-1062

Oil or Gas Well _____
(KIND)

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

Drillers' Names Hunt 5

Remarks: T.D. today at 3925'.

7-20-83
DATE

D. L. Mac
01/12/2024
DISTRICT WELL INSPECTOR

B-12



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

FINAL INSPECTION REPORT
INSPECTORS COMPLIANCE REPORT
June 22, 1984

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NOV 28 1984

OIL & GAS DIVISION
DEPT. OF MINES

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

PERMIT NO 105-1062
FARM & WELL NO Grow #6
DIST. & COUNTY Burning Spring/Wirt

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

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

SIGNED Homer H. Dougherty
DATE 11/20/84

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

T. L. ...
Administrator-Oil & Gas Division
January 4, 1985

DATE

**APPLICATION FOR DETERMINATION OF THE MAXIMUM LAWFUL
PRICE UNDER THE NATURAL GAS POLICY ACT (NGPA)**

1.0 API well number: (If not assigned, leave blank. 14 digits.)	47 - 105 - 01062 -					
2.0 Type of determination being sought: (Use the codes found on the front of this form.)	107 Section of NGPA	3 Category Code				
3.0 Depth of the deepest completion location: (Only needed if sections 103 or 107 in 2.0 above.)	3828' feet					
4.0 Name, address and code number of applicant: (35 letters per line maximum. If code number not available, leave blank.)	Consolidated Gas Supply Corporation Name 445 West Main Street Street Clarksburg WV 26301 City State Zip Code			004228 Seller Code		
5.0 Location of this well: [Complete (a) or (b).] (a) For onshore wells (35 letters maximum for field name.) (b) For OCS wells:	Burning Springs Field Name Wirt WV County State					
This filing is made on behalf of all Joint Partners where Consolidated is operator; and where Joint Partners, as operator, have delegated authority to Consolidated to file on their behalf.	Area Name		Block Number			
(c) Name and identification number of this well: (35 letters and digits maximum.)	Grow #6		12890			
(d) If code 4 or 5 in 2.0 above, name of the reservoir: (35 letters maximum.)						
6.0 (a) Name and code number of the purchaser: (35 letters and digits maximum. If code number not available, leave blank.)	General System Purchasers Name			004228 Buyer Code		
(b) Date of the contract:	Mo. Day Yr.					
(c) Estimated total annual production from the well:	6 Million Cubic Feet					
7.0 Contract price: (As of filing date. Complete to 3 decimal places.)	S/MMBTU	(a) Base Price	(b) Tax	(c) All Other Prices [Indicate (+) or (-).]		
8.0 Maximum lawful rate: (As of filing date. Complete to 3 decimal places.)	S/MMBTU	(a) Base Price	(b) Tax	(d) Total of (a), (b) and (c)		
9.0 Person responsible for this application:	M. L. Yoho Name		Vice President Title			
Agency Use Only	Signature <i>M. L. Yoho</i>		Date Application is Completed December 14, 1983			
Date Received by Juris. Agency					304 623-8000 Phone Number	
Date Received by FERC					304 623-8000 Phone Number	

**APPLICATION FOR DETERMINATION OF THE MAXIMUM LAWFUL
PRICE UNDER THE NATURAL GAS POLICY ACT (NGPA)
(Sections 102, 103, 107 and 108)**

GENERAL INSTRUCTIONS

Complete this form if you are applying for price classification under sections 102, 103, 107 or 108 of the NGPA.

Complete each appropriate item on the reverse side of this page. The code numbers used in items 4 and 6 can be obtained from the Buyer/Seller Code Book. If there is more than one purchaser or contract, identify the additional information in the space below. Also enter any additional remarks in the space below. The data reported on this form are not considered to be confidential and will not be treated as such.

Submit the completed application to the appropriate Jurisdictional Agency as listed in title 18 of the CFR, part 274.501. If there are any questions, call (202) 357-8585.

SPECIFIC INSTRUCTIONS

Use the codes in the table below for type of determination in item 2.

Section of NGPA (a)	Category Code (b)	Description (c)
102	1	New OCS lease
102	2	New onshore well (2.5 mile test)
102	3	New onshore well (1000 feet deeper test)
102	4	New onshore reservoir
102	5	New reservoir on old OCS lease
103	-	New onshore production well
107	0	Deep (more than 15,000 feet) high-cost gas
107	1	Gas produced from geopressured brine
107	2	Gas produced from coal seams
107	3	Gas produced from Devonian shale
107	5	Production enhancement gas
107	6	New tight formation gas
107	7	Recompletion tight formation gas
108	0	Stripper well
108	1	Stripper well - seasonally affected
108	2	Stripper well - enhanced recovery
108	3	Stripper well - temporary pressure buildup
108	4	Stripper well - protest procedure

Enter the appropriate information regarding other Purchasers/Contracts.

Line No.	Contract Date (Mo, Da, Yr) (a)	Purchaser (b)	Buyer Code (c)
1			
2			
3			
4			
5			
6			

Remarks:

Applicant is an interstate pipeline company. Its production from the subject well is delivered into its pipeline system and is therefore not subject to a field sales contract.

PARTICIPANTS:

DATE: MAR 7 1984

BUYER-SELLER CODE

WELL-OPERATOR: Consolidated Gas Supply Corp

004228

FIRST PURCHASER: General System Purchasers

004228

OTHER: _____

Dev.

W. Va. Department of Mines, Oil & Gas Division
 WELL DETERMINATION FILE NUMBER
840106-107-105-1062
 Use Above File Number on all Communications
 Relating to Determination of this Well

APPROVED

APR 17 1984

CHECK EACH ITEM AS COMPLETE OR NOTE WHAT IS MISSING

ITEM NO.

- 1. FERC -121 _____ Items not completed - Line No. _____
- 2. IV-1 Agent _____
- 3. IV-2 Well Permit _____
- 4. IV-6 Well Plat _____
- 5. IV-35 Well Record _____ Drilling _____ Deepening _____
- 6. IV-36 Gas-Oil Test: Gas Only _____ Was Oil Produced? _____ Ratio _____
- 7. IV-39 Annual Production _____ years
- 8. IV-40 90 day Production _____ Days off line: _____
- 9. IV-48 Application for certification. Complete? _____
- 10-17. IV Form 51 - 52 - 53 - 54 - 55 - 56 - 57 - 58 Complete? _____ Affidavit Signed _____
- 18-28. Other: Survey _____ Logs _____ Geological Charts _____
 Structure Map _____ 1: 4000 Map _____ Well Tabulations _____
 Gas Analyses _____
- (5) Date commenced: _____ Date completed _____ Deepened _____
- (5) Production Depth: _____
- (5) Production Formation: _____
- (5) Final Open Flow: _____
- (5) After Frac. R. P. _____
- (6) Other Gas Test: _____
- (7) Avg. Daily Gas from Annual Production: _____
- (8) Avg. Daily Gas from 90-day ending w/1-120 days _____
- (8) Line Pressure: _____ PSIG from Daily Rep _____
- (5) Oil Production: _____ From Completion Report _____
- 10-17. Does lease inventory indicate enhanced recovery being done _____
- 10-17. Is affidavit signed? _____ Notarized? _____
- Does official well record with the Department confirm the submitted information? 01/12/2024
- Additional information _____ Does computer program confirm? _____
- Was Determination Objected to _____ By Whom? _____

DEPARTMENT OF MINES OIL AND GAS DIVISION

Operator's
Well No. 12890

API Well No.
47 - 105 - 01062
State County Permit

WELL CLASSIFICATION FORM
HIGH COST GAS WELL - DEVONIAN SHALE
NGPA Section 107

This filing is made on behalf of all Joint Partners where Consolidated is operator; and where Joint Partners, as operator, have delegated authority to Consolidated to file on their behalf.

DESIGNATED AGENT L. J. Timms, Jr.

ADDRESS 445 West Main Street
Clarksburg, WV 26301

LOCATION Elevation 706.45

Watershed Burning Springs

Burning Springs

Dist. Wirt County Wirt Quad. Burning Springs

Gas Purchase Not Applicable Contract No. 7.5'

Meter Chart Code Not Applicable

Date of Contract Not Applicable

WELL OPERATOR Wayman W. Buchanan

ADDRESS 444 Petroleum Commerce Bldg.
San Antonio, TX 78205

GAS PURCHASER None; Gas is delivered into

ADDRESS applicant's interstate pipeline
system

* * * * *

Date surface drilling began: July 16, 1983

Indicate the bottom hole pressure of the well and explain how this was calculated.

$$BHP = P_1 + P_1 (e^{GL / 53.34 T} - 1)$$

AFFIDAVIT

I, M. L. Yoho, having been first sworn according to law, state that I have calculated the percentage of footage of the producing interval which is not Devonian Shale as indicated by a Gamma Ray index of less than 0.7 if a Gamma Ray log described in subparagraph (3)(1) or (3)(11)(A) has been filed, or as indicated by the report described in subparagraph (3)(11)(B); I have demonstrated that the percentage of potentially disqualifying non-shale footage is equal to or less than five (5) percent of the gross Devonian age interval; and I have no knowledge of any information not described in the application which is inconsistent with a conclusion that the well qualifies as a high-cost natural gas well.

M. L. Yoho

STATE OF WEST VIRGINIA

COUNTY OF HARRISON, TO-WIT:

I, Roxann Shuttleworth, a Notary Public in and for the state and county aforesaid, do certify that M. L. Yoho, whose name is signed to the writing above, bearing date the 14th day of December, 19 83 01/12/2024 acknowledged the same before me, in my county aforesaid.

Given under my hand and official seal this 14th day of December, 19 83.

My term of office expires on the 31st day of July, 19 88.

Roxann Shuttleworth
Notary Public

(NOTARIAL SEAL)

APPLICATION FOR DETERMINATION OF THE MAXIMUM LAWFUL
PRICE UNDER THE NATURAL GAS POLICY ACT

Operator: Wayman W. Buchanan Agent: L. J. Timms, Jr.
 Type Determination being sought - 107 (Devonian Shale)
 API Well No.: ~~10090~~ 105-1062 Well Name: Grow #6 - 12890
 West Virginia Office of Oil and Gas County: Wirt
 References: SJA File No.

Vol. Page Line

I. NOTE: A Gamma Ray Log has been marked with the (a) Shale Base Line, (b) a line representing 0.7 x (Shale Base Line), (c) intervals with Gamma Ray units less than 0.7 x (Shale Base Line) and that log is included with this analysis.

II. Gamma Ray elevation indices:

A. Shale Base Line (API Units)

1. GR Value at Base Line =	_____	* API Units
2. Remarks:	Shale Base Line	Shale Base Line x (0.7)
	185 API @ 1471'	130 API @ 1471'
	200 API @ 2314'	140 API @ 2314'
	210 API @ 2688'	147 API @ 2688'
	215 API @ 3180'	150 API @ 3180'
	203 API @ 3786'	142 API @ 3786'

B. Gamma Ray Log Value at 0.7 x Value at Base Line

1. GR Value = _____ * API Units
 2. Calculation: $\frac{0.7 \text{ (GR Value at Base Line)}}{0.7 \text{ (_____*)}} = \text{_____ API Units}$

III. Intervals with GR index less than 0.7 x (Value at Base Line):

Interval		Thickness of Interval Feet	Feet of less than* 0.7 (Shale Base Line) Feet
From**	To***		
1471	2314	843	13.5
2314	2688	374	0
2688	3180	492	5.5
3180	3786	606	0
3786	3897	111	4

Total Devonian Interval 2426'

Total Less Than 0.7 (Shale Base) 23'

% Less Than 0.7 (Shale Base Line) = $\frac{0.00948}{1} \times 100 = \underline{0.948\%}$

01/12/2024

*Marked on log included with analysis.
 **Top of Devonian Section Recorded on First Interval in this Column.
 ***Lesser of TD or Bottom of Devonian Section Recorded as last Interval in this Column.

INTEROFFICE MEMORANDUM

TO: M. H. Hefner

SUBJECT: See Below

FROM: W. K. D. Staub

DATE: December 5, 1983



RE: NGPA 107 Price Determination for Wells 12825 and 12890

Well No. 12825 located in Upshur County, Washington District does not qualify for NGPA 107 Pricing. Well No. 12825, a Benson well has an excess 38 feet of sand or 6.618 percent sand/shale ratio which is 1.618 percent above the maximum allowable sand/shale ratio of 5 percent designated by FERC. Well No. 12825 does not qualify as a candidate for NGPA 107 Pricing based on the preceding criteria.

Well No. 12890 located in Wirt County, Burning Springs District, does qualify for NGPA 107 Pricing. Well No. 12890, a Devonian Shale well has a 0.915 percent sand/shale ratio which is 4.085 percent below the maximum allowable sand/shale ratio of 5 percent as designated by FERC. Well No. 12890 does qualify as a candidate for NGPA 107 Price Determination based on the preceding criteria.

WKDS/macc

xc: A. Garcia
A. R. Campbell
File

Please note →

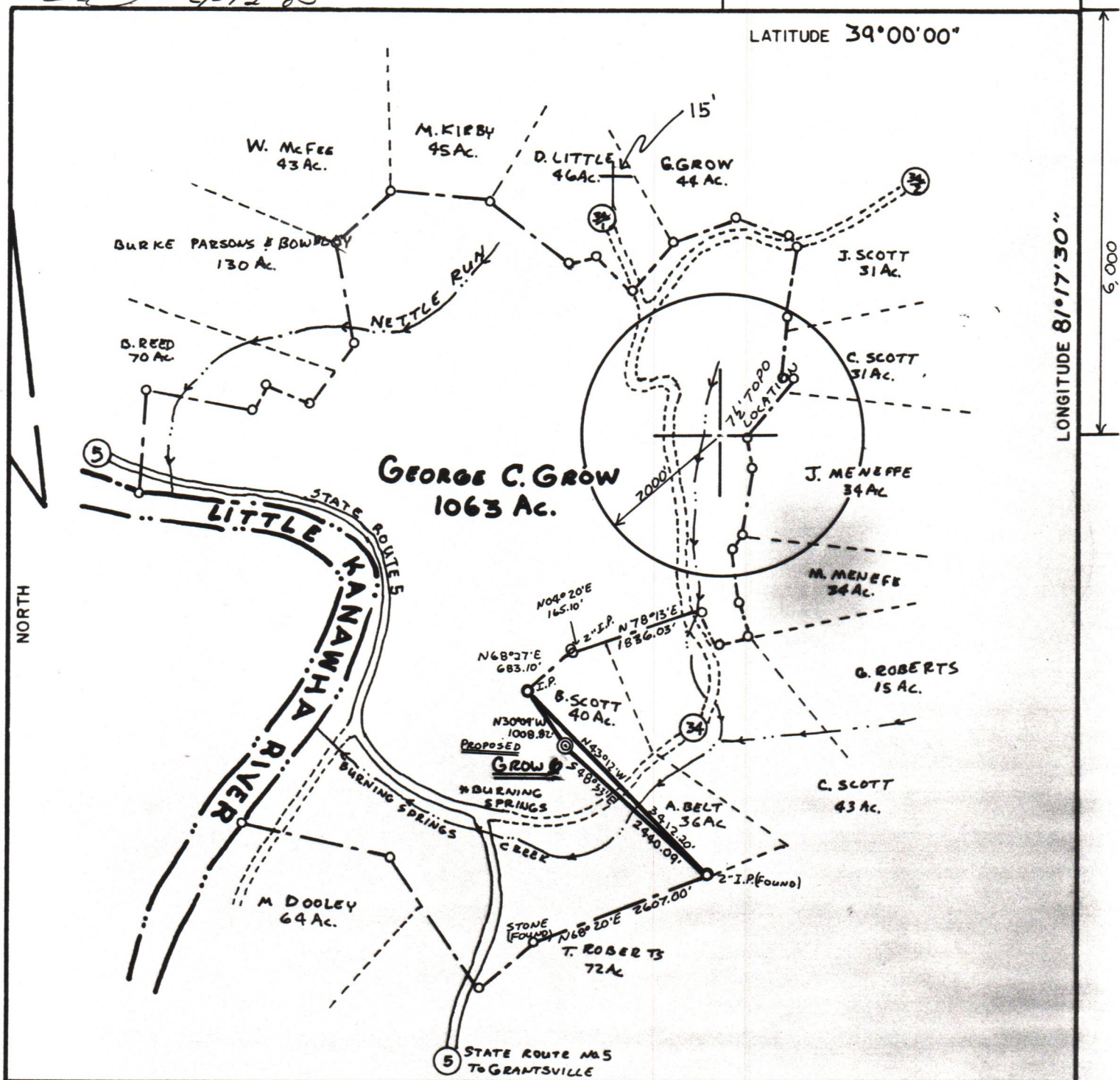
RECEIVED
DEC 6 1983
CONTRACT ADMINISTRATION

01/12/2024

4-12-83

LATITUDE 39°00'00"

LONGITUDE 81°17'30"



FILE NO. F.B. 37
 DRAWING NO. 83017
 SCALE 1" = 2000'
 MINIMUM DEGREE OF ACCURACY 1:200
 PROVEN SOURCE OF ELEVATION RD. INTERSECTION 676' NORTH EAST OF LOCATION

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF MINES.
 (SIGNED) Wayne Buchanan
 B.P.E. _____ L.L.S. 434

PLACE SEAL HERE

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



Department of Mines
 Oil & Gas Division

DATE MARCH 30, 1983
 OPERATOR'S WELL NO. GROW No. 6
 API WELL NO. RELOCATION
47 - 105 - 1062
 STATE COUNTY PERMIT

Formerly: Wirt-1027

WELL TYPE: OIL GAS LIQUID INJECTION _____ WASTE DISPOSAL _____
 (IF "GAS", PRODUCTION _____ STORAGE _____ DEEP _____ SHALLOW
 LOCATION: ELEVATION 706.45' WATER SHED BURNING SPRINGS
 DISTRICT BURNING SPRINGS COUNTY WIRT
 QUADRANGLE BURNING SPRINGS (7.5')

SURFACE OWNER GEORGE GROW ACREAGE 1063
 OIL & GAS ROYALTY OWNER GEORGE GROW LEASE ACREAGE 1063
 LEASE NO. _____

01/12/2024

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 DEVONIAN SHALE ESTIMATED DEPTH 5100'
 WELL OPERATOR WAYMAN BUCHANAN DESIGNATED AGENT LEROY HOPKINS
 ADDRESS SAN ANTONIO, TEXAS ADDRESS KENNA, WEST VIRGINIA

WIRT-1062



DATE April 4, 1983
WELL NO. Grow No. 6
API NO. 47-105-1062

State of West Virginia
Department of Mines
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Wayman Buchanan
Address San Antonio, Texas
Telephone 512-223-3897

DESIGNATED AGENT Leroy Hopkins
Address Kenna, WV
Telephone 372-8305

LANDOWNER George Grow
Revegetation to be carried out by _____

SOIL CONS. DISTRICT Little Kanawha
Unknown Contractor (Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 4-5-83 (Date)

Jarrett Newton
(SCD Agent)

ACCESS ROAD
Structure Drainage Ditch
Spacing _____
Page Ref. Manual 2:12

Structure Culvert
Spacing 12" Min-30" Max I. D.
Page Ref. Manual 2:7 & 2:8

Structure Cross Drains
Spacing 135' - 400'
Page Ref. Manual 2:1 & 2:4

LOCATION
Structure Diversion Ditch (1)
Material Earthen
Page Ref. Manual 2:12

Structure _____ (2)
Material Straw
Page Ref. Manual 3:6 & 3:7

Structure _____
Material _____
Page Ref. Manual _____

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APR 8 - 1983

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

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

REVEGETATION

Treatment Area I

Lime 3 Tons/acre
or correct to pH 6-5
Fertilizer 600 lbs/acre
(10-20-20 or equivalent)
Mulch Hay 2 Tons/acre
Seed* Kentucky 31 Fescue 45 lbs/acre
Crown Vetch 10 lbs/acre
_____ lbs/acre

Treatment Area II

Lime 3 Tons/acre
or correct to pH 6-5
Fertilizer 600 lbs/acre
(10-20-20 or equivalent)
Mulch Hay 2 Tons/acre
Seed* Kentucky 31 Fescue 45 lbs/acre
Ladino Clover 5 lbs/acre
_____ lbs/acre

01/12/2024

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

PLAN PREPARED BY Olin Shockey

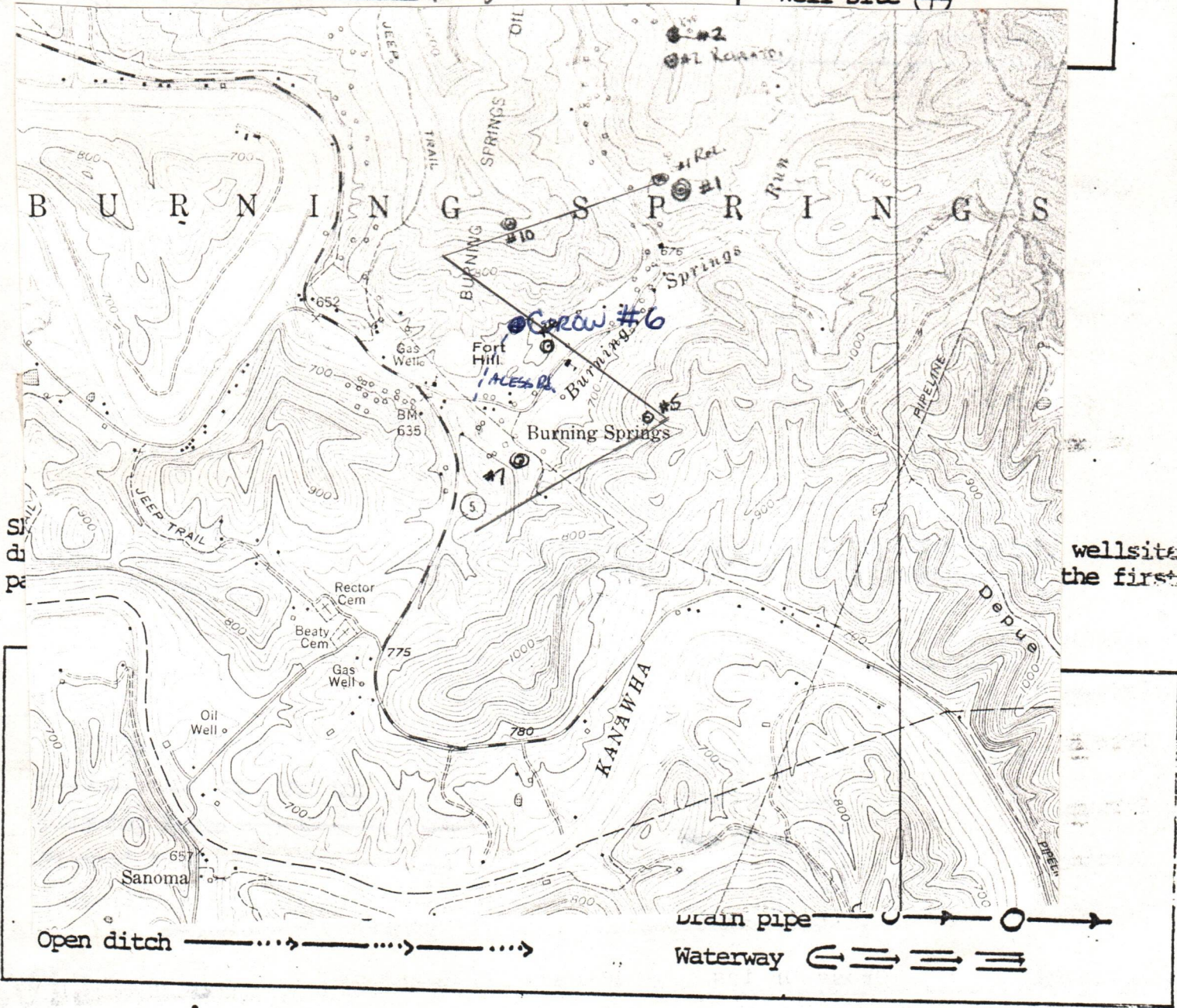
ADDRESS Rt. 1, Box 139-B
Ravenswood, WV 26164
273-2246

PHONE NO. _____

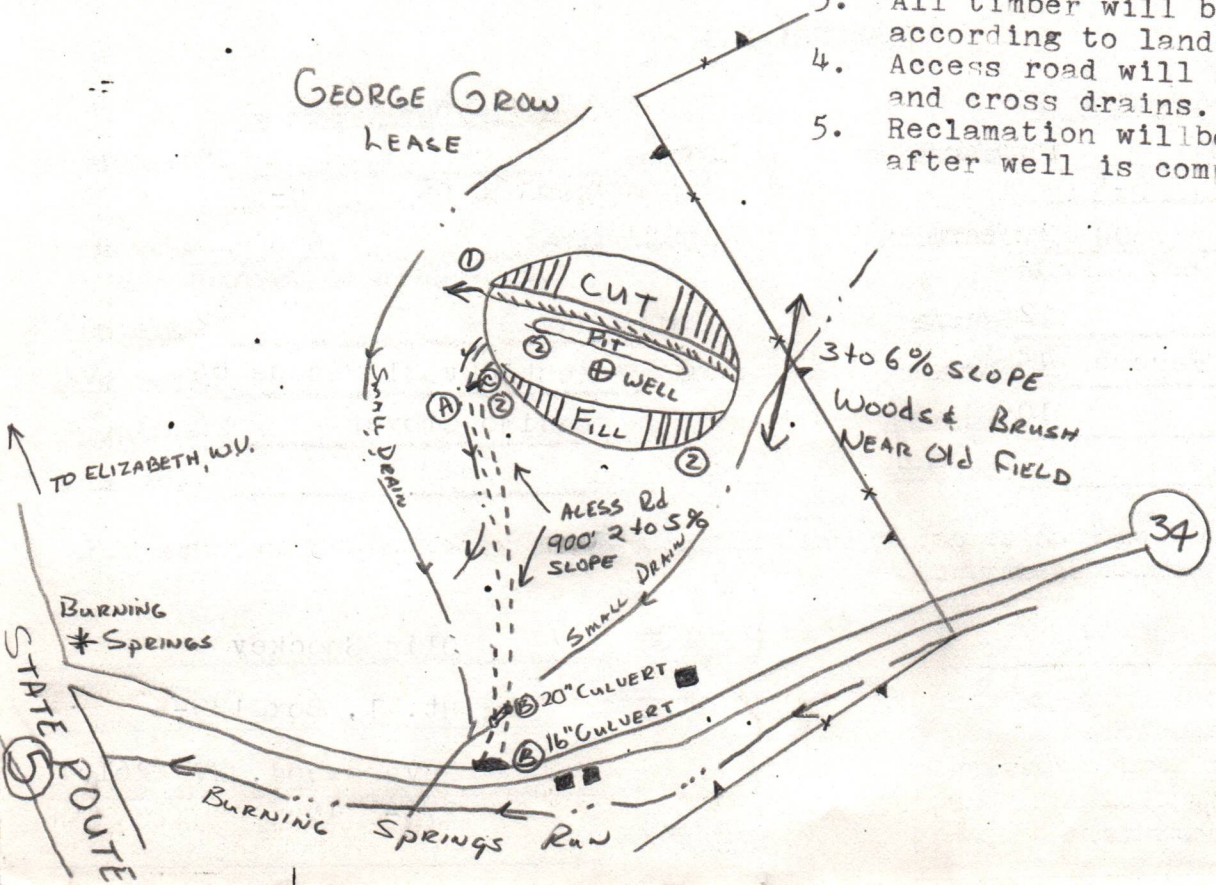
NOTES: Please request landowner's cooperation to protect new seedling for one growing season. Attach separate sheets as necessary for comments.

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE BURNING SPRINGS (7.5')

LEGEND
Well Site ⊕



1. Location is on a small point leading down from the woods to an old grown up field near flat ground, now covered with brush and small timber, with a 3 to 6% slope.
2. Size of location is 225' X 225'.
3. All timber will be cut and stacked according to landowners wishes.
4. Access road will have side slopes and cross drains.
5. Reclamation will be done 6 months after well is completed.



01/12/2024

Oil and Gas Lease

43 4 3755
53-18

BOOK 1060 PAGE 131

Agreement

Made and entered into the 15th day of September A.D. 1982 by and between

George C. Grow, Jr. and George C. Grow, Inc., a New Jersey Corporation.
626 Shadowlawn Dr.
Westfield, NJ 07090

parties of the first part hereinafter called Lessor and Wayman W. Buchanan, 444 Petroleum Commerce Building, San Antonio, Texas 78205, party of the second part, hereinafter called Lessee,

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

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

RECEIVED

APR 8 - 1983

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

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

On the North by _____ On the East by _____
On the South by _____ On the West by _____

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

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

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

3. It is agreed that this lease shall remain in force for the term of five years from the above date, (hereinafter called the primary term), and as long thereafter as the above described land, or any portion thereof, ~~is being produced in paying quantities~~ is operated by the Lessee in the search for or production of oil or gas, or as long as oil or gas is being withdrawn from the premises by Lessee, or as long as this lease is extended by any other provisions contained herein.

~~Time within which the above described land shall be drilled and operated shall be as follows: (a) if the land is not being produced in paying quantities at the time this lease is made, Lessee shall commence drilling operations on said premises on or before ninety days from the execution of this lease or pay to Lessor a delay rental at the rate of \$ 1.00 per acre per year. Said delay rental shall be payable each six months thereafter during the primary term hereof until drilling operations are commenced on the leased premises, or on acreage pooled therewith as above provided, before the end of the term for which delay rentals have been made to Lessor, the unaccrued portion of said payment shall be credited to Lessee on any other than surveying or staking the location, is done thereon which is necessary for such operations.~~

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

6. Lessee agrees to commence drilling operations on said premises on or before ninety days from the execution of this lease or pay to Lessor a delay rental at the rate of \$ 1.00 per acre per year. Said delay rental shall be payable each six months thereafter during the primary term hereof until drilling operations are commenced on the leased premises, or on acreage pooled therewith as above provided or until this lease is surrendered. If operations for drilling are commenced on the leased premises, or on acreage pooled therewith as above provided, before the end of the term for which delay rentals have been made to Lessor, the unaccrued portion of said payment shall be credited to Lessee on any other than surveying or staking the location, is done thereon which is necessary for such operations.

7. Failure to pay or error in paying any rental or other payment due hereunder shall not constitute a ground for forfeiture of this lease and shall not affect Lessee's obligation to make such payment, but Lessee shall not be considered in default on account thereof until Lessor has first given Lessee written notice of the non-payment and Lessee shall have failed for a period of sixty (60) days after receipt of such notice to make payment. Payment or tender of rental or other payment hereunder may be made by check or draft of Lessee delivered or mailed to the authorized depository bank of Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is so delivered or mailed. If said named or successor bank or any other bank which may, as hereinafter provided have been designated as depository should fail or liquidate or for any reason refuse or fail to accept rental, Lessee shall not be held in default for failure to make such payment or tender until sixty (60) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank to receive such payments or tenders. The above named or successor bank or any other bank which may be designated as depository shall be Lessor's agent.

01/12/2024

8. If prior to discovery and production of oil or gas on the leased premises or on acreage pooled therewith, Lessee should drill a dry hole or fail to drill thereon or if after discovery and production of oil or gas the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling, deepening, plugging back, or reworking within ninety (90) days thereafter or if it be within the primary term, commences or resumes the payment or tender of delay rentals or commences operation for drilling, deepening, plugging back, or reworking on or before the delay rental paying date next ensuing after the expiration of ninety (90) days from date of completion of dry hole or cessation of production. If at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term and prior to the discovery and production of oil or gas on the leased premises or on acreage pooled therewith, Lessee should drill a dry hole thereon, no delay rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is then engaged in drilling, deepening, plugging back, or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or on acreage pooled therewith.

9. Lessee, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by tendering an appropriate instrument of surrender to the Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereupon this lease, and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon each surrender as to any part or parts of leased premises the rental and all other payments specified above shall be proportionately reduced on an acreage basis and Lessee shall have reasonable easements for then existing pipelines or roadways on the lands surrendered for the purpose of continuing operations on the lands retained. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, pipelines, fixtures, buildings, or other structures placed on said premises, including the right to pull and remove all casing.

10. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil or gas on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalties and delay rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Said Lessee shall not be required in any event to increase the delay rental or the gas or oil royalty payments hereunder by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise and if the Lessor does not have title to all the oil and gas in the leased premises, there shall be refunded such part of all payments made by the Lessee hereunder as shall be proportionate to the outstanding title, and all payments and royalties thereafter to be made shall be reduced in the same proportion.

11. In case of notice of, or an adverse claim to the premises, affecting all or any part of the delay rentals or royalties, Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader.

12. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals or royalties or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by U.S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or if there be none, evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof, Lessee may pay or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregated portion of the leased premises, the delay rentals and shut-in royalties payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and the failure to pay delay rentals or shut-in royalties on the one segregated portion of the leased premises shall not affect the rights hereunder of the party holding the other segregated portion hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

13. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have 60 days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

14. Lessor shall be entitled, at his sole risk and expense, to 200,000 cubic feet of gas per annum free of cost for use in one domestic dwelling from one producing gas well on said premises, providing that said well has sufficient pressure for such use. Lessor agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessee shall not be held liable for any accident or damage caused by Lessor's said use of gas, nor shall Lessee be liable for any shortage or failure in supply of gas for said domestic use.

15. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein premises are situated insofar as the same in any way may affect the purpose for which this lease is made.

16. Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the provisions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and assigns.

17. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, war, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof.

18 through 24, inclusive - See Attachment "A"

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESS: Barbara H. Catanzaro

George C. Grow, Jr.
GEORGE C. GROW, JR.

This Document Prepared by:
Fred D. Clark
CLARK & THOMPSON, L.C.
Suite 612, Peoples Bldg.
Charleston, WV 25301

GEORGE C. GROW, INC.,
a New Jersey Corporation
BY George C. Grow, Jr.
Its President

COUNTY OF UNION STATE OF NEW JERSEY
I, BARBARA H. CATANZARO In and for said
County, in the State aforesaid, do hereby certify that GEORGE C. GROW, JR.

personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth, and desired the same to be recorded as such.

Given under my hand and Seal, this 21ST day of SEPTEMBER A.D. 19 82
My commission expires MARCH 7 1986

BARBARA H. CATANZARO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 7, 1986
ACKNOWLEDGMENT

Barbara H. Catanzaro (Seal)
01/12/2024

COUNTY OF UNION STATE OF NEW JERSEY
I, BARBARA H. CATANZARO In and for sa
County, in the State aforesaid, do hereby certify that GEORGE C. GROW, JR., PRESIDENT OF GEORGE C. GROW, INC
A NEW JERSEY CORPORATION

personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth, and desired the same to be recorded as such.

Given under my hand and Seal, this 21ST day of SEPTEMBER A.D. 19 82
My commission expires MARCH 7 1986

BARBARA H. CATANZARO
NOTARY PUBLIC OF NEW JERSEY

Barbara H. Catanzaro

43-431
53-18

18. LESSOR hereby excepts and reserves all formations from the surface of the herein leased premises to the top of the Big Lime formation.

19. In addition to the one-eighth (1/8) royalty interest reserved by LESSOR in paragraph 5, herein, LESSOR reserves an additional one-thirty second (1/32) royalty interest, so that wherever in paragraph 5, herein, the term "one-eighth, (1/8)" appears, it shall be read as "five-thirty seconds, (5/32)".

20. In addition to the royalty interests specified herein, LESSOR shall receive a One-Sixteenth (1/16th) working interest in any well drilled under the terms of this agreement after LESSEE has recouped all drilling and production costs applicable to such well, together with the recoupment by LESSEE of any and all bonus payments paid to LESSOR and all associated acreage costs paid by LESSEE for the total acreage specified herein. Working interest shall be defined as Eighty per cent (80%) of the gross proceeds from any well less One Hundred per cent (100%) of all costs incurred in the drilling and production of said well. The working interest herein provided to LESSOR shall be a net profits interest and LESSOR shall not be required to prepay any costs incurred by said working interest. It is agreed that drilling costs for each well shall be considered recouped when all monies spent for the drilling of such well have been recovered by LESSEE or when LESSEE has recovered Three Hundred Ten Thousand Dollars (\$310,000.00) per well, whichever amount is less. In addition, bonus payments and all associated acreage costs shall be recouped at the rate of Thirty-Six Thousand Five Hundred Dollars (\$36,500.00) per well until all such costs are recouped, making the 01/12/2024 maximum recoupable cost per well prior to LESSOR receiving the aforesaid working interest Three Hundred Forty-Six Thousand Five Hundred Dollars (\$346,500.00). It is.

1 George C. Grow, Jr.
GEORGE C. GROW, JR.

CLAY DISTRICT, WIRT COUNTY, WEST VIRGINIA

<u>GRANTOR</u>	<u>GRANTEE</u>	<u>DESCRIPTIVE NAME</u>	<u>ACREAGE</u>	<u>DATE</u>	<u>RECORDING</u>
Val D. Bailey, et al.	George C. Grow	Bailey Tract	67	11/27/1961	DB 122/420
Roberts Oil Company	George C. Grow	California Tract	167 by Deed 253 by Survey	5/20/1929	DB 79/463
Etta Swisher	George C. Grow	Swisher Tract	99	9/23/1944	DB 98/280
John M. Nelson, et al.	George C. Grow	Mary Nelson Tract	43	7/19/1937	DB 88/486
Roberts Oil Company	George C. Grow	Rex Lease	200 by Deed 312 by Survey	5/20/1929	DB 79/463
Roberts Oil Company	George C. Grow	J. F. Dravo Tract	142½	5/20/1929	DB 79/463

GRANT DISTRICT, RITCHIE COUNTY, WEST VIRGINIA

Roberts Oil Company	George C. Grow	Sharpnack Tract	62½	4/20/1929	DB 95/322
H. H. Haynes, et al.	George C. Grow	Deem Tract	65	12/20/1939	DB 107/186
		TOTAL ACREAGE	<u>2,337.75</u>		

01/12/2024

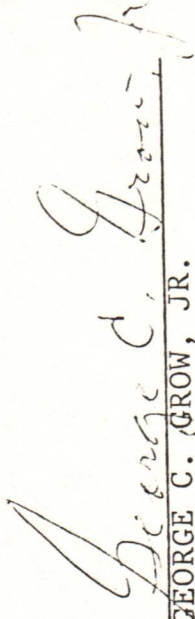
801

 GEORGE C. GROW, JR.

EXHIBIT B

RECORDING

DATE

ACREAGE

DESCRIPTIVE NAME

GRANTEE

GRANTOR

BURNING SPRINGS DISTRICT, WIRT COUNTY, WEST VIRGINIA

Louis Roberts, et al.	George C. Grow et al	Rathbone Oil Tract	1,129 by deed	11/30/1938 11/10/1937	DB 90/273 DB 89/350
Louis Roberts, et al.	George C. Grow et al	W.H.H. Wheaton Lot	5	11/30/1938 11/10/1937	DB 90/273 DB 89/350
O. E. Grow	George C. Grow	Thorn & Roberts Tract	9	7/31/1936	DB 86/467
O. E. Grow	George C. Grow	W.H.H. Wheaton Lot	8-3/4	7/31/1936	DB 86/467
Mildred Kirby, et al.	George C. Grow, Inc.	Whitecotton Tract	46-3/4	8/17/1981	DB 162/968
Elizabeth Teeter Phillips	George C. Grow, Inc.	Coplin Tract	50	1/9/1982	DB 163/418
L. E. Shuck	George C. Grow	Wetzel Tract	3	6/5/1951	DB 109/99
L. E. Shuck	George C. Grow	Gracy Tract	3 1/2	6/5/1951	DB 109/99
L. E. Shuck	George C. Grow	W.H.H. Wheaton Lot	15	6/5/1951	DB 109/99
L. E. Shuck	George C. Grow	Wetzel Tract	5	6/5/1951	DB 109/99
L. E. Shuck	George C. Grow	Wetzel Tract	5	6/5/1951	DB 109/99
Louis Roberts, et al.	George C. Grow et al	Wetzel Tract	6	11/30/1938	DB 90/273
Louis Roberts, et al.	George C. Grow et al	Rathbone Lot # 1	7-3/4	11/30/1938	DB 90/273

George C. Grow, Jr.
GEORGE C. GROW, JR.

07/12/2024

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

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

24. LESSOR agrees that all monies received by LESSOR under the terms of this Lease shall be applied by LESSOR to discharge in due course all liens of record which affect the subject acreage.

01/12/2024

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

21. Each well drilled by LESSEE on the subject acreage will hold One Hundred and Twelve (112) acres thereof by production within the meaning of Paragraph 3, herein, and the location of such acreage around each well shall be determined by the LESSEE in his sole discretion.

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