PROPOSED WORK ORDER

THIS IS AN ESTIMATE ONLY:

ACTUAL INFORMATION MUST BE SUBMITTED ON FORM IV-35 UPON COMPLETION

DRILLING CONTRACTOR (IF KNOWN) Development Drilling, Inc.
P. O. Drawer 1740
Clarksburg, West Virginia 26301

GEOLOGICAL TARGET FORMATION, Balltown

Estimated depth of completed well 3950' feet Rotary XXX / Cable tools ____ /

Approximate water strata depths: Fresh, 258 feet; salt, 1155 feet.

Approximate coal seam depths: 278-281 Is coal being mined in the area? Yes ____ / No ____ /

CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS Size	Grade	Weight per ft.	New	Used	FOOTAGE INTERVALS For Drilling	Left in well	CEMENT FILL-UP or SACKS (Cubic Feet)	PACKERS Kinds / Sizes / Depths set
Conductor	16"				X	20'	20'	cement to surface	
Fresh Water	8-5/8"								
Coal	8-5/8"		20#	X		1200'	1200'	cement to surface	
Intermediate									
Production	4-1/2"		J-55 10.50#	X		3950'	3950'	cement to 300' above producing horizon or as required by Rule 15.01	
Tubing									Perforations:
Liners									Top Bottom

NOTE: 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 form 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.

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.

. . . . . .

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 with fifteen (15) days of receipt thereof.

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 by the West Virginia Code and the governing regulations.

Date: _____ 19____ BY: _____

THIS PERMIT MUST BE POSTED AT THE WELL SITE.

ALL PROVISIONS BEING IN ACCORDANCE WITH CHAPTER 22, ARTICLE 4 OF THE W. VA. CODE, THE LOCATION IS HEREBY APPROVED FOR drilling. THIS PERMIT SHALL EXPIRE IF OPERATIONS HAVE NOT COMMENCED BY 6-13-83.

BY Fred Boudette

Well revised due to well being moved 500 to 600 feet because of problems with Coal Company.

Old Permit No. 033-2835

Harrison County

(Formerly: HAR-2835)

WELL NO. A-1207

FARM NAME Boggess

API WELL NO. 47 - 033 - 2849

DATE September 21, 1982

REVISED

WELL TYPE: Oil ____ / Gas XXX /

If "Gas", Production ____ / Underground storage ____ / Deep ____ / Shallow XXX /)

LOCATION: Elevation: 1267' Watershed: Little Run

District: Eagle County: Harrison Quadrangle: Wallace 7.5'

WELL OPERATOR Allegheny Land and Mineral Company

Address P. O. Drawer 1740

Clarksburg, West Virginia 26301

DESIGNATED AGENT Daniel L. Wheeler

Address P. O. Drawer 1740

Clarksburg, West Virginia 26301

OIL & GAS ROYALTY OWNER Boggess Heirs % M. R. Lawson Admr. Lena Lawson,etal

Address 157 Pocahontas Street

Buckhannon, WV 26201

Acreage 162.32

COAL OPERATOR ____

Address ____

COAL OWNER(S) WITH DECLARATION ON RECORD:

Name Consolidated Coal Co. (Pittsburgh-Seam)

Address Consol Plaza

Pittsburgh, Pa. 15241

SURFACE OWNER McKinley Monroe

Address Box 264 Lumberport, WV 26386

Acreage 31.6

Name ____

Address ____

FIELD SALE (IF MADE) TO: Consolidated Gas Supply Corp.

Address 445 West Main Street

Clarksburg, WV 26301

COAL LESSEE WITH DECLARATION ON RECORD:

Name ____

Address ____

OIL AND GAS INSPECTION TO BE NOTIFIED

Name Stephen Casey

Address Rt. 2, Box 232-D

Jane Lew, West Virginia 26378

The undersigned well operator is entitled to operate for oil or gas purposes as the above location under a deed ____ / lease ____ / other contract ____ /dated 2-28/8-12, 19 63, to the undersigned well operator from Louis N. DeWitt and L. Lowell Perry, et al

(If said deed, lease, or other contract has been recorded:)

Recorded on 6/18-10/25, 19 63, in the office of the Clerk of the County Commission of Harrison County, West Virginia in ____ Book 891/882 at page 415/301. A permit is requested as follows:

PROPOSED WORK: Drill XX / Drill deeper ____ / Redrill ____ / Fracture or stimulate ____ /

Plug off old formation ____ / Perforate new formation ____ /

Other physical change in well (specify) ____

-planned as shown on the work order on the reverse side hereof.

Ov

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.

Copies of this Permit Application and the enclosed plat and reclamation plan have beenmailed 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.

Yes XX / No ____ / The right to extract, produce or market the oil or gas is based upon a lease or leases or other continuing contract or contracts providing for flat well royalty or any similar provsion for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil and gas so extracted, produced or marketed.

It the answer to this question is yes, you may use this affidavit.

AFFIDAVIT

I, Daniel L. Wheeler, Vice President, (the above designated ower or operator, or authorized representative thereof), after being duly sworn, do depose and say that the undersigned is authorized by the owner of the working interest in the well to state that it shall tender to the owner of the oil and gas in place not less than one-eighth of the total amount paid to or received by or allowed to the owner of the working interest at the wellhead for the oil or gas so extracted, produced or marketed before deducting the amount to be paid to or set aside for the owner of the oil or gas in place, all such oil or gas to be extractred, produced or marketed from the well.

ALLEGHENY LAND AND MINERAL COMPANY

BY Daniel L. Wheeler

Daniel L. Wheeler, Vice President

BLANKET BOND

(Formerly: HAR-2835)

1) Date: April 1, 19 83
2) Operator's Well No. A-1207 Boggess
3) API Well No. 47 033 XX[redacted]XX (2849-REN)
State County Permit

RENEWED

DRILLING CONTRACTOR:
Development Drilling
P. O. Box 1740
Clarksburg, WV 26301

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

OIL AND GAS WELL PERMIT APPLICATION

4) WELL TYPE: A Oil ____ / Gas XX /
B (If "Gas", Production ____ / Underground storage ____ / Deep ____ / Shallow XX /)

5) LOCATION: Elevation: ~~1405~~ 1267' Watershed: Little Run
District: Eagle County: Harrison Quadrangle: Wallace 7.5'

6) WELL OPERATOR Allegheny Land & Mineral Co.
Address P. O. Box 1740
Clarksburg, WV 26301

7) OIL & GAS ROYALTY OWNER Boggess Heirs % M. R. Lawson Admr. Lena Lawson
Address 157 Pocahontas Street
Buckhannon, WV 26201
Acreage 162.32

8) SURFACE OWNER Kepper's Company, Inc.
Address Pittsburgh, Pa. 15219
Acreage 40

9) FIELD SALE (IF MADE) TO: Consolidated Gas Supply Corp.
Address 445 West Main Street
Clarksburg, WV 26301

10) OIL & GAS INSPECTOR TO BE NOTIFIED
Name Stephen Casey
Address Rt. 2, Box 232-D
Jane Lew, WV 26378

11) DESIGNATED AGENT Daniel L. Wheeler
Address P. O. Box 1740
Clarksburg, WV 26301

12) COAL OPERATOR ____
Address ____

13) COAL OWNER(S) WITH DECLARATION ON RECORD:
Name Consolidated Coal Co.
Address Consol Plaza
Pittsburgh, Pa. 15241
Name ____
Address ____

14) COAL LESSEE WITH DECLARATION ON RECORD:
Name ____
Address ____

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JUN - 6 1983
OIL & GAS DIVISION
DEPT. OF MINES

15) PROPOSED WORK: Drill XX / Drill deeper ____ / Redrill ____ / Fracture or stimulate ____ /
Plug off old formation ____ / Perforate new formation ____ /
Other physical change in well (specify) ____

16) GEOLOGICAL TARGET FORMATION, Balltown

17) Estimated depth of completed well, 3950' feet

18) Approximate water strata depths: Fresh, 258 feet; salt, ____ feet.

19) Approximate coal seam depths: 278-281 Is coal being mined in the area? Yes ____ / No XX /

20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS Size	Grade	Weight per ft.	New	Used	FOOTAGE INTERVALS For drilling	Left in well	CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
Conductor	16"				X	20'	20'	Cement to surface	Kinds
Fresh water	8 5/8"								
Coal	8 5/8"		20#	X		1200'	1200'	Cement to surface	Sizes
Intermediate									
Production	4 ½"		J.55 10.50#	X		3950'	3950'	Required by Rule 15,01	Depths set
Tubing									
Liners									Perforations: Top Bottom

21) EXTRACTION RIGHTS
Check and provide one of the following:
XX 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 XX

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: Elsie A. Cox
My Commission Expires February 14, 1989

Signed: Daniel L. Wheeler
Its: Vice President

OFFICE USE ONLY

Permit number 47-033-2849-REN.

DRILLING PERMIT

June 21 19 83
Date

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 February 21, 1984 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond:	Agent:	Plat:	Casing	Fee
Blanket	LP			24044

Administrator, Office of Oil and Gas

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

FILE

Line Item Explanation

1) Date of Application

2) Your well name and number

3) To be filled out by office of oil & gas

4A) "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves underground reservoirs: "Gas" means all natural gas and all other fluid hydrocarbons not defined as oil.

4B) "Shallow well" means any well drilled and completed in a formation above the top of the uppermost member of the "Onondaga Group" or a depth less than six thousand feet, whichever is shallower.

"Deep well" means any well drilled and completed in a formation at or below the top of the uppermost member of the "Onondaga Group" or at a depth less then six thousand feet, whatever is shallower.

5) Where well is located

6) Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office

7) Use separate sheet if necessary

8) Present surface owner at time application is filed.

9) Optional

11) See Reg. 7.01 relating to code §22-4-1k

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 22-4-1l(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 well location has examined this proposed well location. If a mine map exists which covers the area of the well location, the well location has been added to the mine map. The undersigned has no objection to the work proposed to be done at this location, provided, the well operator has complied with all applicable requirements of the West Virginia Code and the governing regulations.

Date: _____, 19_____

By _____

Its _____

FORM IV-2(B)
(Obverse)
7-83

FILE COPY

1) Date: January 18, 19 84
2) Operator's Well No. A-1207 Boggess
3) API Well No. 47 - 033 - 2849 -Ren
State County Permit

RENEWAL

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

4) WELL TYPE: A Oil ____ / Gas X /
B (If "Gas", Production X / Underground storage ____ / Deep ____ / Shallow X /)

5) LOCATION: Elevation: 1267 Watershed: Little Run
District: ~~XXXX~~ Eagle County: Harrison Quadrangle: Wallace 7.5'

6) WELL OPERATOR Alamco, Inc.
Address P. O. Box 1740
Clarksburg, WV 26301

7) DESIGNATED AGENT Daniel L. Wheeler
Address P. O. Box 1740
Clarksburg, WV 26301

8) OIL & GAS INSPECTOR TO BE NOTIFIED
Name Stephen Casey
Address Rt. 2, Box 232-D
Jane Lew, WV 26378

9) DRILLING CONTRACTOR:
Name Development Drilling
Address P. O. Box 1740
Clarksburg, WV 26301

10) PROPOSED WELL WORK: Drill X / Drill deeper ____ / Redrill ____ / Stimulate X /
Plug off old formation ____ / Perforate new formation ____ /
Other physical change in well (specify) ____

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JAN 19 1984
OIL & GAS DIVISION
DEPT. OF MINES

11) GEOLOGICAL TARGET FORMATION, Balltown
12) Estimated depth of completed well, 3950 feet
13) Approximate trata depths: Fresh, 258 feet; salt, ____ feet.
14) Approximate coal seam depths: 278-281 Is coal being mined in the area? Yes ____ / No X /

15) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS Size	Grade	Weight per ft.	New	Used	FOOTAGE INTERVALS For drilling	Left in well	CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
Conductor	16"				X	20'	20'	Cement to Surface	Kinds
Fresh water	8-5/8"								
Coal	8-5/8"		20#	X		700'	700'	Cement to Surface	Sizes NEAT
Intermediate									
Production	4-1/2"		J-55 10.50#	X		3950'	3950'	Req. by Rule 15.01	Depths set
Tubing									
Liners									Perforations: Top Bottom

OFFICE USE ONLY
DRILLING PERMIT

Permit number 47-033-2849-Ren February 6, 1984
Date

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 February 6, 1986 unless well work is commenced prior to that date and prosecuted with due diligence.

Bond:	Agent:	Plat:	Casing	Fee
BLANKET	ls	MH	MH	25314

Administrator, Office of Oil and Gas

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

File

See the reverse side of the APPLICANT'S COPY for instructions to the well operator.

2/6

FORM IV-2(B) **FILE COPY**
Reverse

OFFICE USE ONLY

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

OFFICE USE ONLY

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

	Date	Date(s)
Application received		Follow-up inspection(s)
Well work started	,,	,,
Completion of the drilling process	,,	,,
Well Record received	,,	,,
Reclamation completed	,,	,,

OTHER INSPECTIONS

Reason: _____

Reason: _____

File

FORM IV-2(A)
Obverse
[8-83]

1) Date: January 18, 19 84
2) Operator's Well No. A-1207 Boggess
3) API Well No. 47 033 2849 Ren
State County Permit

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES, OFFICE OF OIL & GAS

RENEWAL

NOTICE OF APPLICATION FOR A WELL WORK PERMIT

4) SURFACE OWNER(S) OF RECORD TO BE SERVED

(i) Name See Attached
Address

(ii) Name
Address

(iii) Name
Address

5(i) COAL OPERATOR N/A
Address

5(ii) COAL OWNER(S) WITH DECLARATION ON RECORD:
Name See Attached
Address

Name
Address

5(iii) COAL LESSEE WITH DECLARATION ON RECORD:
Name N/A
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.

RECEIVED
JAN 19 1984
OIL & GAS DIVISION
DEPT. OF MINES

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.
XX 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? XXX 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.

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
Daniel L. Wheeler,
this 18 day of January, 19 84.
My commission expires 11/19, 19 90.

Denise C. Spencer
Notary Public, Harrison County,
State of West Virginia

WELL OPERATOR ALAMCO, INC.
By Daniel L. Wheeler
Its Vice President
Address P. O. Drawer 1740
Clarksburg, WV 26301
Telephone 304-623-6671

INSTRUCTIONS TO APPLICANT

CONCERNING THE LINE ITEMS:

1) Date of Notice.

2) Your well name and number.

3) To be filled out by the Office of Oil & Gas.

4) & 5) Use separate sheet if necessary.

4) Surface owner(s) of record to be served with Notice and Application. However, see also Code § 22-4-1b(b) if "more than three tenants in common or other co-owners of interest described in subsection (a) of this section hold interests in such lands".

5(i) "Coal Operator" means any person, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine.

5(ii, iii) See Code § 22-4-20.

6) See Code § 22-4-11(c). However, in lieu of filing the lease(s) or other continuing contract(s), the Applicant may fill out the information in the space provided below.

7) See Code § § 22-4-11(d, e).

CONCERNING THE REQUIRED COPIES FOR FILING AND SERVICE:

Filing. Code § 22-4-1k and Regulation 7.02 provide that the original and required copies of the Notice and Application must be filed with the Administrator, accompanied by (i) a plat in the form prescribed by Regulation 11, (ii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code § 22-4-1k(d) and the reclamation required by Code § 22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fees required by Code § 22-4-1a(c) and 22-3-12a, and (v) if applicable, the consent required by Code § 22-4-8a from the owner of any water well on dwelling within 200 feet of the proposed well.

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

INFORMATION SUPPLIED UNDER CODE § 22-4-11(d)
IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)

Under the oath required to make the verification on the 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:

Grantor, lessor, etc.	Grantee, lessee, etc.	Royalty	Book	Page
Boggess Heirs c/o M. R. Lawson, Adm.	Allegheny Land & Mineral Co.	1/8	882	299

Attachment to IV-2(A)
well # A1207
47-033-2849 Rev.

NAME	OWNERSHIP
McKinley Monroe Lumberport, WV 26386	Surface
Fletcher and Goldie Spry Rt. 1, Box 113 Lumberport, WV 26386	Surface
Duane Kevin and Rebecca Lynn Arbogast Anmoore, WV 26323	Surface
Koppers Company, Inc. Pittsburgh, Pa. 15219	Surface
Harley A. and Eva L. Arbogast Rt. 1, Box 114' Lumberport, WV 26386	Surface
Consolidated Coal Co. Property Tax Division Consolidation Plaza Pittsburgh, Pa. 15222	Coal

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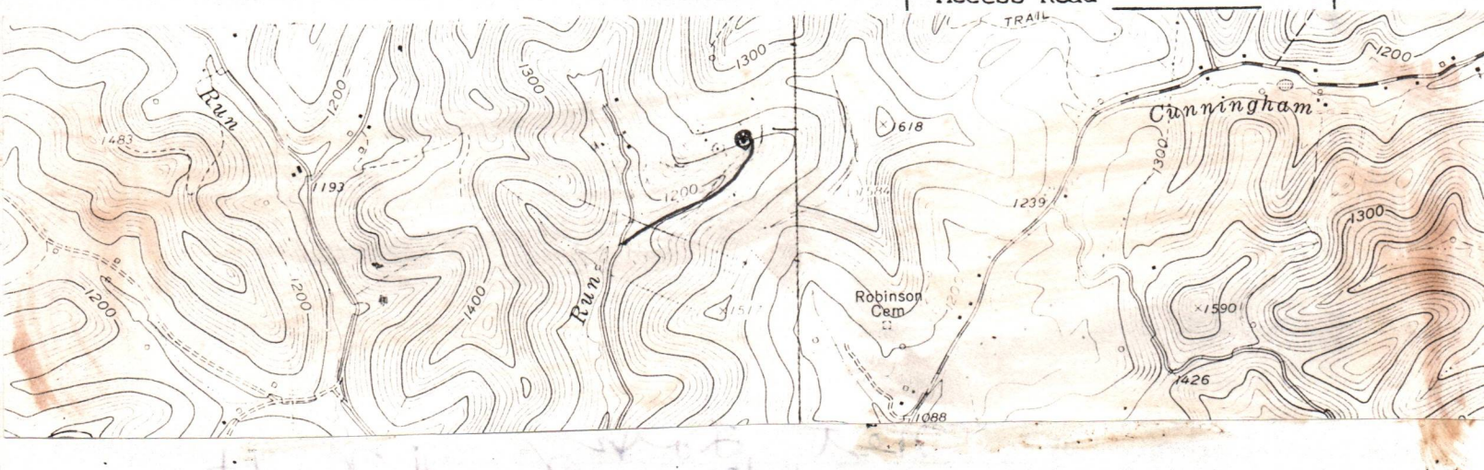
JAN 19 1984
OIL & GAS DIVISION
DEPT. OF MINES

IV-9 REVERSE
[REV 8-81]

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

LEGEND
Well Site ○
Access Road



WELL SITE PLAN

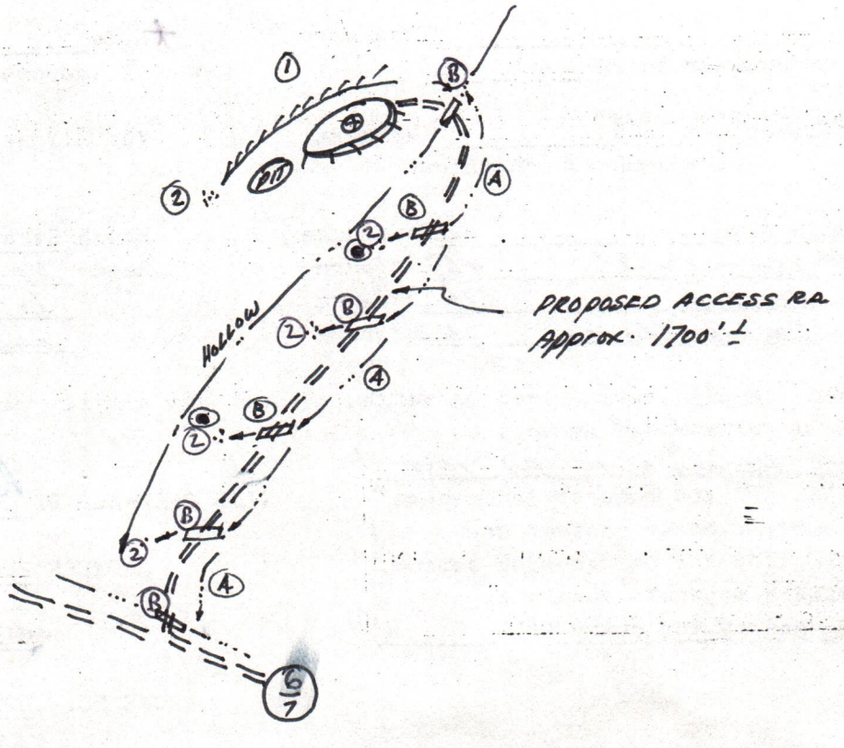
Sketch to include well location, existing access road, roads to be constructed, wellsite, drilling pits and necessary structures numbered or lettered to correspond with the first part of this plan. Include all natural drainage.

LEGEND

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

COMMENTS:

Slope of access road 10 % -- Cuts to be on a 2:1 slope or less. Access road subject to change by company of landowner. All ditches and culverts will be maintained after construction is completed. If revision is made, revised plan will be submitted.



orm IV-9
Rev 8-81]

Date SEPT. 16, 1982
Well No. A1207 Revised
API No. 47 - 033 - 2849
State County Permit
Ren.

State of West Virginia
Department of Mines
Oil and Gas Division

RECEIVED
SEP 22 1982
OIL & GAS DIVISION
DEPT. OF MINES

CONSTRUCTION AND RECLAMATION PLAN

ompany Name Allegheny Land & Mineral Co.
ddress P. O. Box 1740
Clarksburg, West Virginia
elephone 623-6671
andowner Koppers Co. Inc.

Designated Agent Daniel L. Wheeler
Address P. O. Box 1740
Clarksburg, West Virginia
Telephone 623-6671
Soil Cons. District WEST FORK

evegetation to be carried out by Halls Reclamation, Inc. (Agent)

This plan has been reveiwed by West Fork SCD. All corrections and additions become a part of this plan. 9/17/82 (Date) Kenneth Knight (SCD Agent)

ACCESS ROAD

Structure	Drainage Ditch	(A)
Spacing	Earthen (along side of access road)	
Page Ref. Manual	2-12	
Structure	CULVERTS	(B)
Spacing	16" I.D. (WHERE NEEDED)	
Page Ref. Manual	2-7	
Structure	~~Riprap~~ Cross Drains	(C)
Spacing	~~Rock~~ 80' apart (If needed)	
Page Ref. Manual	~~n/a~~ 2-4	

LOCATION

Structure	Diversion Ditch	(1)
Material	Earthen	
Page Ref. Manual	2-12	
Structure	Riprap	(2)
Material	Rock	
Page Ref. Manual	N/A	
Structure		(3)
Material		
Page Ref. Manual		

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DEPT. OF MINES

All structures should be inspected regularly and repaired if necessay. All commercial timber to be cut and stacked. All brush and small timber to be cut and removed from 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 Straw 2 Tons/acre
Seed* KENTUCKY 31 45 lbs/acre
RED TOP 10 lbs/acre
LADINO CLOVER 5 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 Straw 2 Tons/acre
Seed* KENTUCKY 31 45 lbs/acre
RED TOP 10 lbs/acre
LADINO CLOVER 5 lbs/acre

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

*LIME ACCORDING TO PH TEST

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

PLAN PREPARED BY Daniel L. Wheeler

ADDRESS P. O. Drawer 1740
Clarksburg, West Virginia 26301-1740

PHONE NO. 623-6671

A-1207

P 406 781 038

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to
McKinley Monroe
Street and No.
Lumberport, West Virginia
P.O., State and ZIP Code

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 or Date	

JAN 18 1984 USPS

PS Form 3800, Feb. 1982

A-1207

P 406 781 043

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to
Fletcher Spry
Route 1, Box 113
Lumberport, West Virginia
P.O., State and ZIP Code

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 or Date	

JAN 18 1984 USPS

PS Form 3800, Feb. 1982

A-1207

P 406 781 020

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to
Consolidated Coal Co.
Consolidation Plaza
Pittsburgh, Pennsylvania 15

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 or Date	

JAN 18 1984 USPS

PS Form 3800, Feb. 1982

A-1207

P 406 782 785

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to
Koppers Company, Inc.
Pittsburgh, Pennsylvania

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 or Date	

JAN 18 1984 USPS

PS Form 3800, Feb. 1982

A-1207

P 406 781 022

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to
Harley A. Arbogast
Route 1, Box 114
Lumberport, West Virginia 2

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 or Date	

18 1984 USPS

PS Form 3800, Feb. 1982

A-1207

P 406 781 021

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to
Duane Arbogast
Street and No.
Anmoore, West Virginia 2

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 or Date	

PS Form 3800, Feb. 1982

RECEIVED
JAN 19 1984
OIL & GAS DIVISION
DEPT. OF MINES

FORM IV-35
(REVERSE)

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

Well was fractured January 28, 1985
Perforations: 2463 - 2470 50 Ft.

WELL LOG

FORMATION COLOR HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS Including indication of all fresh and salt water, coal, oil and gas
Fill	0	10	Damp @ 120'
Sand & Shale	10	45	1/4" stream water @ 485'
Coal	45	49	Gas check @ 2072' 21 MCF/D
Sand & Shale	49	114	
Coal	114	117	
Sand & Shale	117	485	GAMMA RAY LOG TOPS
Coal	485	490	
Sand & Shale	490	509	Pocono 1983'
Coal	509	519	Berea 2178'
Sand & Shale	519	627	Gantz 2330'
Coal	627	630	50 Ft 2426'
Sand & Shale	630	654	30 Ft 2508'
Red Rock & Shale	654	672	
Sand & Shale	672	717	
Red Rock & Shale	717	767	
Sand & Shale	767	1742	
Little Lime	1742	1834	
Keener	1834	1874	
Big Injun	1874	1930	
Sand & Shale	1930	2543 T.D.	

(Attach separate sheets as necessary)

ALAMCO, INC.
Well Operator

By: Bruce A. Dreher

Date: February 11, 1985

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."

IV-35
(Rev 8-81)

RECEIVED
FEB 15 1985
OIL & GAS DIVISION
DEPT. OF MINES

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL and GAS DIVISION

Date February 11, 1985
Operator's
Well No. A-1207
Farm Boggess
API No. 47 - 033 - 2849

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 ___ / Underground Storage ___ / Deep ___ / Shallow XX /)

LOCATION: Elevation: 1267' Watershed Little Run
District: Eagle County: Harrison Quadrangle: Wallace 7.5'

COMPANY ALAMCO, INC
ADDRESS 200 West Main Street, Clarksburg, West Virginia 26301

DESIGNATED AGENT ALAMCO, INC
ADDRESS 200 West Main Street, Clarksburg, West Virginia 26301

SURFACE OWNER McKinley Monroe
ADDRESS Lumberport, WV 26386

MINERAL RIGHTS OWNER Boggess Heirs c/o M.R. Lawson
ADDRESS 157 Pocahontas St., Buckhannon, WV

OIL AND GAS INSPECTOR FOR THIS WORK Stephen Casey ADDRESS Rt. 2, Bx 232-D, Jane Lew, WV

PERMIT ISSUED February 6, 1984

DRILLING COMMENCED January 8, 1985

DRILLING COMPLETED January 16, 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.			
11-3/4"			
9 5/8"			
8 5/8"	1593'	1593'	to surface
7"			
5 1/2"	2542'	2542'	w/150 sks 1400'
4 1/2"			
3			
2			
Liners used			

GEOLOGICAL TARGET FORMATION Balltown DEPTH 3950 FEET

Depth of completed well 2543 feet Rotary x / Cable Tools ___
Water Strata depth: Fresh 120 & 485 feet Salt ___ feet
Coal seam depth: 45-49,114-117,485-490,509-519,627-630 Is coal being mined in this area? No

OPEN FLOW DATA
Producing formation 50 Ft. Pay zone depth See Back feet
Gas: Initial open flow 21 Mcf/d Oil: Initial open flow ___ Bbl/d
Final open flow 4153 Mcf/d Final open flow ___ Bbl/d
Time of open flow between initial and final tests 4 hours
Static rock pressure 450 psig (surface measurement after 80 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 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)

HARR 2849

OG-11

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

RECEIVED
JAN 16 1985
OIL & GAS DIVISION
DEPT. OF MINES

INSPECTOR'S WELL REPORT

Permit No. 33-2849

Oil or Gas Well _____ (KIND)

Company Alamco

Address

Farm Monrol

Well No. A 1207

District Cogle County Harr.

Drilling commenced 1-8-85

Drilling completed _____ Total depth _____

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			
16			Kind of Packer
13			
10			Size of
8¼			
6⅝			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 DD 8

Remarks: Warned them to be careful of the Lumberport water supply.

1-8-85
DATE

Steve Casey
DISTRICT WELL INSPECTOR

Form 26
2/16/82

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

_____
DISTRICT WELL INSPECTOR

OG-11

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

RECEIVED JAN 17 1985 OIL & GAS DIVISION DEPT. OF MINES

INSPECTOR'S WELL REPORT

Permit No. 33-2849

Oil or Gas Well (KIND)

Company Alamco

Address

Farm Monroe

Well No. A 1207

District Eagle County Harr.

Drilling commenced

Drilling completed Total depth

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 120 feet feet

Salt water feet feet

CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Size			
16			Kind of Packer
13			
10			Size of
8¼			
6⅝			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 45 FEET 48 INCHES

114 FEET 36 INCHES 485 FEET 60 INCHES

509 FEET 120 INCHES 627 FEET 36 INCHES

Drillers' Names DD8

Remarks: 8 5/8 1592' 285 SKS. Halliburton

1-11-85
DATE

Steve Casey
DISTRICT WELL INSPECTOR

Form 26
2/16/82

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

_____
DISTRICT WELL INSPECTOR

OG-11

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

RECEIVED
JAN 21 1985
OIL & GAS DIVISION
DEPT. OF MINES

INSPECTOR'S WELL REPORT

Permit No. 33-2849

Oil or Gas Well _____ (KIND)

Company Alamco
Address
Farm Monroe
Well No. A1207
District Cayle County Harr.
Drilling commenced 1-7-85
Drilling completed _____ Total depth _____
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			
16			Kind of Packer
13			
10			Size of
8¼			
6⅝			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 DD8

Remarks: drilled into more than 40 million (spring gauge) has blown down to appx 20 "
2440'

1-16-85
DATE

Steve Casey
DISTRICT WELL INSPECTOR

Form 26
2/16/82

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

_____
DISTRICT WELL INSPECTOR

OG-11

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

RECEIVED
JAN 28 1985
OIL & GAS DIVISION
DEPT. OF MINES

INSPECTOR'S WELL REPORT

Permit No. 33-2849

Oil or Gas Well (KIND)

Company Alanco

Address

Farm Monroe

Well No. A 1207

District County Harr.

Drilling commenced 1-7-85

Drilling completed 1-17-85 Total depth 2570

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			
16			Kind of Packer
13			
10			Size of
8¼			
6⅝			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 DD8

Remarks: 4½ at 2542' 150 SK. Halliburton
Had blown down to appx. 18 million when killed

1-17-85
DATE

Steve Casey
DISTRICT WELL INSPECTOR

Form 26
2/16/82

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

_____
DISTRICT WELL INSPECTOR

IV-20
Obverse
1-84

RECEIVED
OCT 9 - 1985
DIVISION OF OIL & GAS
DEPT. OF ENERGY

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

FINAL INSPECTION REPORT
INSPECTORS COMPLIANCE REPORT

COMPANY Alamco

PERMIT NO 33-2849-rev.

FARM & WELL NO Monroe - 91207

DIST. & COUNTY Eagle Harr.

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 9-27-85

DATE Stephen Casey

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.

Administrator-Oil & Gas Division

DATE

STATE OF ~~WEST VIRGINIA~~ OHIO,

County of Franklin

To-Wit: I, David M. Rinehart

a Notary Public of said County of Franklin, do certify that

Louis N. DeWitt and

his wife, whose name he signed to the within writing, bearing date the 4th day of

June A. D., 19 64 has this day acknowledged the same before me in my said County.

Given under my hand this 4th day of June A. D., 19 64

My Commission expires _____ David M. Rinehart Notary Public

DAVID M. RINEHART
Notary Public Franklin County, Ohio
My Commission Expires Feb. 10, 1967

RECORDED JUN 18 11 43 AM '64 COUNTY CLERK'S OFFICE HARRISON COUNTY WEST VIRGINIA

STATE OF WEST VIRGINIA,

County of _____

To-Wit: I, _____

a _____ of said County of _____, do certify that

_____ and _____

his wife, whose name _____ signed to the within writing, bearing date the _____ day of

_____ A. D., 19 ____ has _____ this day acknowledged the same before me in my said County.

Given under my hand this _____ day of _____ A. D., 19 ____

My Commission expires _____ Notary Public

STATE OF WEST VIRGINIA,

Office of the Clerk of Harrison County Court.

June 18 1964, 11:43 A. M.

Be it remembered that this Lease *and the annexed certificate* _____ *were this day duly admitted to record in this office.*

Teste: Harley A. Wolfe, *CLERK.*

By Mary Dolan McDaniel, *DEPUTY CLERK*

Form 100-8

My Commission expires _____ Notary Public

OIL AND GAS LEASE

No. 68083

FROM

TO Allegheny Land and Mineral Co.

Date _____ 19 ____

No. Acres _____

LOCATION

District _____

County _____

FILED AND ADMITTED TO RECORD

Received for Record _____ 19 ____

JUN 18 1964

Recorded _____ 19 ____

Deed Book No. 891 Page 415

In Book _____ Page _____

MAP LOCATION

N. _____ S. _____

POSTAT RECORD

Examined by _____

Mail to: Van Cochran
Gas Bldg, Clarksburg, W.Va.

EXHIBIT #7

BOOK 891 PAGE 415

This Agreement, Made and entered into this 28 day of February, 19 63, by and between

Louis N. DeWitt

1823 Franklin Ave.

of Columbus, 5 Ohio, County of ~~and State of West Virginia~~, part of the first part, hereinafter called "Lessor," and ALLEGHENY LAND AND MINERAL COMPANY, a West Virginia corporation, with its principal office in the City of Clarksburg, Harrison County, West Virginia, party of the second part, hereinafter called "Lessee."

WITNESSETH: That the Lessor, in consideration of the sum of One Dollar ($1.00), in hand paid, by the Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the Lessee for its exclusive possession and use for the purpose of exploring and operating for oil and gas ~~and of storing any kind of gas~~, all of their Undivided 1/2 interest in all of that certain tract of land situate in Eagle District, Harrison County, State of West Virginia, on the waters of Shinns Run of Jones Run, bounded and described as follows:

On the North by lands of O. L. Cunningham & Milley Shaw

On the East by lands of J. L. Murry & A. A. Boggess

On the South by lands of Thaddeus Robinson & E. F. Monroe

On the West by lands of Ellen Long & Thomas Moore

Containing 175 acres, more or less, and bring the same tract more particularly described in that certain deed, recorded in the aforesaid County Clerk's Office in Deed Book _____ Page _____, reserving, however, ~~_____~~ feet from any dwelling house now on the premises, on which no well shall be drilled by either party, except by mutual consent.

It is agreed that this lease shall remain in force for a term of ~~ten (10)~~ 2 (two) years from the date hereof, and as long thereafter as the said land is operated by the Lessee in the search for or production of oil or gas with the extension of term by payment of rentals as hereinafter set forth.

The Lessee shall have during the term of this lease the exclusive right to drill, operate for and produce oil and gas, and, as it may see fit, ~~to store any quantity of gas therein by pumping or otherwise introducing the same into any sand or sands or substrata in and under said land, and the right to remove the same by pumping or otherwise through any well or wells on said land or other leases~~; together also with rights of way and servitudes on, over and through said land for pipe lines, telephone and telegraph lines, electric power lines, structures, plants, houses and buildings for employees, drips, tanks, stations, houses for gates, meters and regulators, and all other rights and privileges necessary, incident to and convenient for the economical operation of this land alone and conjointly with other lands for the production and transportation of oil and gas, and for the storage of any gas therein; together also with the right to use oil, gas and water free of cost to the Lessee for all such purposes, and with the right of removing either during or after the term hereof all and any property and improvements placed or located on the premises by the Lessee; together also with the right of ingress and egress over said land or other lands now owned or hereafter acquired by the Lessor for any of the aforesaid purposes. All of the working interest (7/8ths) of the oil produced and recovered and all of the gas (subject to the reservation or exception of gas for Lessor's own use hereinafter contained) produced and recovered under the terms of this lease are hereby granted, bargained and sold unto the said Lessee.

Lessor hereby warrants generally the title to all the oil and gas in and under the land hereinbefore described and covenants that he will forever warrant and defend the leasehold estate hereby demised unto Lessee against the lawful claims and demands of all persons whomsoever, and that the Lessee shall have the exclusive, full, free and quiet possession of the said described premises for the purposes and during the term herein set forth. Lessor further agrees that the Lessee at its option may pay and discharge any mortgages or other liens existing, on or against the above described lands, and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, or other lien, any royalty or rentals accruing hereunder.

In consideration of the premises the Lessee covenants and agrees to deliver to the credit of the Lessor, free of cost, in the pipe line to which the Lessee may connect its wells, a royalty of the equal one-eighth (1/8) part of all oil produced from the leased premises, and to pay for each gas well from the time and while the gas is marketed at the rate of one eighth (1/8) of the wholesale market value thereof at the well based on the usual price paid therefor in the general locality of the leased premises, payable each three (3) months, until the Lessee shall give written notice to the Lessor of its intention to abandon the well, or shall, in fact, plug and abandon the same.

The Lessee covenants and agrees to pay and the Lessor covenants and agrees to accept a rental at the rate of One dollar per acre each year (proportionate share of) ($ 1.00 per acre) quarterly in advance, beginning ~~_____ ( ) months~~ from the date hereof, until a well is completed, or this lease surrendered; any rental paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same; upon the drilling of a well deemed by the Lessee unprofitable to operate or in the event after a profitable well has been drilled but the Lessee does not desire to market the gas from said well or wells, the Lessee may continue to hold the leased premises for such further term as the Lessee may desire upon the payment of said rental, not exceeding the term of five (5) years after the term above mentioned and as long thereafter as the said land is operated by the Lessee in the search for or production of oil or gas. It is agreed that the Lessee may drill or not drill on said land, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

~~Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units of any size up to 500 acres for development of the area. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.~~

Lessor may lay a line to any well producing gas only on said land, to take gas produced from said well for their own use for heat and light in one dwelling house on said land at Lessor's own risk, subject to the use, operation, pumping and right of abandonment of the well by the Lessee. This privilege is upon condition that the Lessor shall use said gas with economy, in safe and proper pipes and appliances, and shall subscribe to and be bound by the reasonable rules and regulations of Lessee relating to such use of gas. Lessor agrees to accept at any time at the option of Lessee a cash payment of Seventy-five Dollars ($75.00) each year in full consideration, in lieu of this free gas privilege.

The leased premises may be fully and freely used by Lessor for farming purposes, except parts as are used by Lessee in operating hereunder.

In the event of a conveyance of all or any part of the leased premises, the Lessee may continue to make all payments to the Lessor until furnished with a certified copy of any such deed of conveyance or other documents or proof to enable the Lessee to identify the land conveyed as being all or part of the leased premises, or on written notice of any such conveyance, may hold all payments until furnished with such copy or other documents and proof, and shall apportion the delay rental, in the event of any division, according to acreage.

All payments hereunder may be made direct to the Lessor, or by check made payable and mailed to Louis N. DeWitt at 1823 Franklin Avenue, Columbus 5, Ohio, ~~who is hereby appointed agent to receive and receipt for same~~.

It is agreed that the Lessee, upon the payment of One Dollar ($1.00) and all amounts due hereunder, shall have the right to surrender this lease at any time as to all or any part or parts of the leased premises covered by the same and thereupon the Lessee shall be released and discharged from all payments, obligations, covenants and conditions herein contained and this lease shall be null and void as to the land in respect to which a surrender is made. In the event this lease is surrendered as to less than all of the land covered by the lease, then, beginning with the next due date, the delay rental hereinbefore provided to be paid shall be reduced in the proportion that the acreage surrendered bears to the total acreage leased. Lessor agrees that the recordation of a deed of surrender in the proper County and payment to the Lessor of all amounts then due hereunder, shall be and be accepted as full and legal surrender of the Lessee's rights under this lease or under the portion surrendered.

In the event of notice of any adverse claim to the leased premises, or to any part of the rentals or royalties, the Lessee may withhold payment of the same until the ownership is determined by compromise or by final decree by a Court of competent jurisdiction.

It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no verbal warranties, representations or promises have been made or relied upon by Lessee or Lessor, or their agents, supplementing, modifying or as inducement to this agreement.

It is agreed that all terms, conditions, limitations and covenants between the parties hereto shall extend to their respective heirs, personal representatives, successors and assigns.

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

WITNESS: John Tarenus (Seal)

Louis N. DeWitt (Seal)

Louis N. DeWitt (Seal)

ALLEGHENY LAND AND MINERAL COMPANY

By _____ Its President

Equit. Map # 37.

CTN

This Agreement, Made and entered into this 10 day of September 19 63 by and between

Lena M. Lawson

of _____, County of _____ and State of West Virginia, part _____ of the first part, hereinafter called "Lessor," and ALLEGHENY LAND AND MINERAL COMPANY, a West Virginia corporation, with its principal office in the City of Clarksburg, Harrison County, West Virginia, party of the second part, hereinafter called "Lessee."

WITNESSETH: That the Lessor, in consideration of the sum of One Dollar ($1.00), in hand paid, by the Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the Lessee for its exclusive possession and use for the purpose of exploring and operating for oil and gas and of storing any kind of gas, all of their Undivided interest in all of that certain tract of land situate in Eagle District, Harrison County, State of West Virginia, on the waters of Jones Run, bounded and described as follows:

On the North by lands of O. L. Cunningham and Milley Shaw

On the East by lands of J. L. Murray and A. A. Boggess

On the South by lands of Thaddeus Robinson

On the West by lands of Ellen Long and Thos Moore

Containing 175 acres, more or less, and bring the same tract more particularly described in that certain deed, recorded in the aforesaid County Clerk's Office in Deed Book _____ Page _____, reserving, however, _____ feet from any dwelling house now on the premises, on which no well shall be drilled by either party, except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten (10) years from the date hereof, and as long thereafter as the said land is operated by the Lessee in the search for or production of oil or gas with the extension of term by payment of rentals as hereinafter set forth.

The Lessee shall have during the term of this lease the exclusive right to drill, operate for and produce oil and gas, and, as it may see fit, to store any quantity of gas therein by pumping or otherwise introducing the same into any sand or sands or substrata in and under said land, and the right to remove the same by pumping or otherwise through any well or wells on said land or other lands; together also with rights of way and servitudes on, over and through said land for pipe lines, telephone and telegraph lines, electric power lines, structures, plants, houses and buildings for employees, drips, tanks, stations, houses for gates, meters and regulators, and all other rights and privileges necessary, incident to and convenient for the economical operation of this land alone and conjointly with other lands for the production and transportation of oil and gas, and for the storage of any gas therein; together also with the right to use oil, gas and water free of cost to the Lessee for all such purposes, and with the right of removing either during or after the term hereof all and any property and improvements placed or located on the premises by the Lessee; together also with the right of ingress and egress over said land or other lands now owned or hereafter acquired by the Lessor for any of the aforesaid purposes. All of the working interest (7/8ths) of the oil produced and recovered and all of the gas (subject to the reservation or exception of gas for Lessor's own use hereinafter contained) produced and recovered under the terms of this lease are hereby granted, bargained and sold unto the said Lessee.

Lessor hereby warrants generally the title to all the oil and gas in and under the land hereinbefore described and covenants that he will forever warrant and defend the leasehold estate hereby demised unto Lessee against the lawful claims and demands of all persons whomsoever, and that the Lessee shall have the exclusive, full, free and quiet possession of the said described premises for the purposes and during the term herein set forth. Lessor further agrees that the Lessee at its option may pay and discharge any mortgages or other liens existing, on or against the above described lands, and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, or other lien, any royalty or rentals accruing hereunder.

In consideration of the premises the Lessee covenants and agrees to deliver to the credit of the Lessor, free of cost, in the pipe line to which the Lessee may connect its wells, a royalty of the equal one-eighth (1/8) part of all oil produced from the leased premises, and to pay for each gas well from the time and while the gas is marketed at the rate of one eighth (1/8) of the wholesale market value thereof at the well based on the usual price paid therefor in the general locality of the leased premises, payable each three (3) months, until the Lessee shall give written notice to the Lessor of its intention to abandon the well, or shall, in fact, plug and abandon the same. her proportionate share of

The Lessee covenants and agrees to pay and the Lessor covenants and agrees to accept a rental at the rate of $1.00 One dollar per acre each year ($ 4.38), quarterly in advance, beginning Sept. 10, 63 --, ~~months from the date~~ hereof, until a well is completed, or this lease surrendered: any rental paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same; upon the drilling of a well deemed by the Lessee unprofitable to operate or in the event after a profitable well has been drilled but the Lessee does not desire to market the gas from said well or wells, the Lessee may continue to hold the leased premises for such further term as the Lessee may desire upon the payment of said rental, not exceeding the term of five (5) years after the term above mentioned and as long thereafter as the said land is operated by the Lessee in the search for or production of oil or gas. It is agreed that the Lessee may drill or not drill on said land, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

~~[illegible]~~

Lessor may lay a line to any well producing gas only on said land, to take gas produced from said well for their own use for heat and light in one dwelling house on said land at Lessor's own risk, subject to the use, operation, pumping and right of abandonment of the well by the Lessee. This privilege is upon condition that the Lessor shall use said gas with economy, in safe and proper pipes and appliances, and shall subscribe to and be bound by the reasonable rules and regulations of Lessee relating to such use of gas. Lessor agrees to accept at any time at the option of Lessee a cash payment of Seventy-five Dollars ($75.00) each year in full consideration, in lieu of this free gas privilege.

The leased premises may be fully and freely used by Lessor for farming purposes, except parts as are used by Lessee in operating hereunder.

In the event of a conveyance of all or any part of the leased premises, the Lessee may continue to make all payments to the Lessor until furnished with a certified copy of any such deed of conveyance or other documents or proof to enable the Lessee to identify the land conveyed as being all or part of the leased premises, or on written notice of any such conveyance, may hold all payments until furnished with such copy or other documents and proof, and shall apportion the delay rental, in the event of any division, according to acreage.

All payments hereunder may be made direct to the Lessor, or by check made payable and mailed to Mrs. Lena M. Lawson at 136 Fayette Street, Buckhannon, W. Va., who is hereby appointed agent to receive and receipt for same.

It is agreed that the Lessee, upon the payment of One Dollar ($1.00) and all amounts due hereunder, shall have the right to surrender this lease at any time as to all or any part or parts of the leased premises covered by the same and thereupon the Lessee shall be released and discharged from all payments, obligations, covenants and conditions herein contained and this lease shall be null and void as to the land in respect to which a surrender is made. In the event this lease is surrendered as to less than all of the land covered by the lease, then, beginning with the next due date, the delay rental hereinbefore provided to be paid shall be reduced in the proportion that the acreage surrendered bears to the total acreage leased. Lessor agrees that the recordation of a deed of surrender in the proper County and payment to the Lessor of all amounts then due hereunder, shall be and be accepted as full and legal surrender of the Lessee's rights under this lease or under the portion surrendered.

In the event of notice of any adverse claim to the leased premises, or to any part of the rentals or royalties, the Lessee may withhold payment of the same until the ownership is determined by compromise or by final decree by a Court of competent jurisdiction.

It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no verbal warranties, representations or promises have been made or relied upon by Lessee or Lessor, or their agents, supplementing, modifying or as inducement to this agreement.

It is agreed that all terms, conditions, limitations and covenants between the parties hereto shall extend to their respective heirs, personal representatives, successors and assigns.

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

WITNESS:

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

Lena M. Lawson (Seal)

Lena M. Lawson (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

ALLEGHENY LAND AND MINERAL COMPANY

By _____ Its President

C.T.+D. Boggess Tr L 37

EXHIBIT #5

Book 882 page 301

This Agreement, Made and entered into this 12 day of August 1963, by and between

L. Lowell Perry, et. al.

of Yakima, Washington, County of ________ and State of ~~West Virginia~~ xxxxxx, parties of the first part, hereinafter called "Lessor," and ALLEGHENY LAND AND MINERAL COMPANY, a West Virginia corporation, with its principal office in the City of Clarksburg, Harrison County, West Virginia, party of the second part, hereinafter called "Lessee."

WITNESSETH: That the Lessor, in consideration of the sum of One Dollar ($1.00), in hand paid, by the Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the Lessee for its exclusive possession and use for the purpose of exploring and operating for oil and gas and of storing any kind of gas, all of their Undivided interest in all of that certain tract of land situate in Eagle District, Harrison County, State of West Virginia, on the waters of Jones Run, bounded and described as follows:

On the North by lands of O. L. Cunningham, Ruth E. Hawker, Milly W. Shaw

On the East by lands of J. L. Murray, Louisa Boggess

On the South by lands of E. F. Monroe

On the West by lands of Ellen Long, Thomas Moore

Containing 175 acres, more or less, and bring the same tract more particularly described in that certain deed, recorded in the aforesaid County Clerk's Office in Deed Book 173 Page 263, reserving, however, ------------ feet from any dwelling house now on the premises, on which no well shall be drilled by either party, except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten (10) years from the date hereof, and as long thereafter as the said land is operated by the Lessee in the search for or production of oil or gas with the extension of term by payment of rentals as hereinafter set forth.

The Lessee shall have during the term of this lease the exclusive right to drill, operate for and produce oil and gas, and, as it may see fit, to store any quantity of gas therein by pumping or otherwise introducing the same into any sand or sands or substrata in and under said land, and the right to remove the same by pumping or otherwise through any well or wells on said land or other lands; together also with rights of way and servitudes on, over and through said land for pipe lines, telephone and telegraph lines, electric power lines, structures, plants, houses and buildings for employees, drips, tanks, stations, houses for gates, meters and regulators, and all other rights and privileges necessary, incident to and convenient for the economical operation of this land alone and conjointly with other lands for the production and transportation of oil and gas, and for the storage of any gas therein; together also with the right to use oil, gas and water free of cost to the Lessee for all such purposes, and with the right of removing either during or after the term hereof all and any property and improvements placed or located on the premises by the Lessee; together also with the right of ingress and egress over said land or other lands now owned or hereafter acquired by the Lessor for any of the aforesaid purposes. All of the working interest (7/8ths) of the oil produced and recovered and all of the gas (subject to the reservation or exception of gas for Lessor's own use hereinafter contained) produced and recovered under the terms of this lease are hereby granted, bargained and sold unto the said Lessee.

Lessor hereby warrants generally the title to all the oil and gas in and under the land hereinbefore described and covenants that he will forever warrant and defend the leasehold estate hereby demised unto Lessee against the lawful claims and demands of all persons whomsoever, and that the Lessee shall have the exclusive, full, free and quiet possession of the said described premises for the purposes and during the term herein set forth. Lessor further agrees that the Lessee at its option may pay and discharge any mortgages or other liens existing, on or against the above described lands, and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, or other lien, any royalty or rentals accruing hereunder.

In consideration of the premises the Lessee covenants and agrees to deliver to the credit of the Lessor, free of cost, in the pipe line to which the Lessee may connect its wells, a royalty of the equal one-eighth (1/8) part of all oil produced from the leased premises, and to pay for each gas well from the time and while the gas is marketed at the rate of one eighth (1/8) of the wholesale market value thereof at the well based on the usual price paid therefor in the general locality of the leased premises, payable each three (3) months, until the Lessee shall give written notice to the Lessor of its intention to abandon the well, or shall, in fact, plug and abandon the same.

The Lessee covenants and agrees to pay and the Lessor covenants and agrees to accept his proportionate share of a rental at the rate of $1.00 One dollar per acre each year ($ 43.75 Qr.), quarterly in advance, beginning Sept. 1, 63. -) months from the date hereof, until a well is completed, or this lease surrendered; any rental paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same; upon the drilling of a well deemed by the Lessee unprofitable to operate or in the event after a profitable well has been drilled but the Lessee does not desire to market the gas from said well or wells, the Lessee may continue to hold the leased premises for such further term as the Lessee may desire upon the payment of said rental, not exceeding the term of five (5) years after the term above mentioned and as long thereafter as the said land is operated by the Lessee in the search for or production of oil or gas. It is agreed that the Lessee may drill or not drill on said land, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

~~[illegible]~~

Lessor may lay a line to any well producing gas only on said land, to take gas produced from said well for their own use for heat and light in one dwelling house on said land at Lessor's own risk, subject to the use, operation, pumping and right of abandonment of the well by the Lessee. This privilege is upon condition that the Lessor shall use said gas with economy, in safe and proper pipes and appliances, and shall subscribe to and be bound by the reasonable rules and regulations of Lessee relating to such use of gas. Lessor agrees to accept at any time at the option of Lessee a cash payment of Seventy-five Dollars ($75.00) each year in full consideration, in lieu of this free gas privilege.

The leased premises may be fully and freely used by Lessor for farming purposes, except parts as are used by Lessee in operating hereunder.

In the event of a conveyance of all or any part of the leased premises, the Lessee may continue to make all payments to the Lessor until furnished with a certified copy of any such deed of conveyance or other documents or proof to enable the Lessee to identify the land conveyed as being all or part of the leased premises, or on written notice of any such conveyance, may hold all payments until furnished with such copy or other documents and proof, and shall apportion the delay rental, in the event of any division, according to acreage.

All payments hereunder may be made direct to the Lessor, or by check made payable and mailed to Mr. L. Lowell Perry at 909 South 22nd. Ave., Yakima, Washington 98902, who is hereby appointed agent to receive and receipt for same.

17/37

It is agreed that the Lessee, upon the payment of One Dollar ($1.00) and all amounts due hereunder, shall have the right to surrender this lease at any time as to all or any part or parts of the leased premises covered by the same and thereupon the Lessee shall be released and discharged from all payments, obligations, covenants and conditions herein contained and this lease shall be null and void as to the land in respect to which a surrender is made. In the event this lease is surrendered as to less than all of the land covered by the lease, then, beginning with the next due date, the delay rental hereinbefore provided to be paid shall be reduced in the proportion that the acreage surrendered bears to the total acreage leased. Lessor agrees that the recordation of a deed of surrender in the proper County and payment to the Lessor of all amounts then due hereunder, shall be and be accepted as full and legal surrender of the Lessee's rights under this lease or under the portion surrendered.

In the event of notice of any adverse claim to the leased premises, or to any part of the rentals or royalties, the Lessee may withhold payment of the same until the ownership is determined by compromise or by final decree by a Court of competent jurisdiction.

It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no verbal warranties, representations or promises have been made or relied upon by Lessee or Lessor, or their agents, supplementing, modifying or as inducement to this agreement.

It is agreed that all terms, conditions, limitations and covenants between the parties hereto shall extend to their respective heirs, personal representatives, successors and assigns.

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

xxxxxx

L Lowell Perry (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

L. Lowell Perry (Seal)

(Attorney in fact.) (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

ALLEGHENY LAND AND MINERAL COMPANY

By ________

Its President

BOOK 002 PAGE 304

STATE OF WEST VIRGINIA,

County of Upshur

To-Wit: I, Holt G. Martin

a Notary Public of said County of Upshur, do certify that

Lena M. Lawson

~~his wife~~ whose name is signed to the within writing, bearing date the 10th day of

September A. D., 1963 has this day acknowledged the same before me in my said County.

Given under my hand this 21st day of September A. D., 1963

My Commission expires June 10, 1969.

Holt G. Martin
Notary Public

RECORDED
OCT 25 11 52 AM '63
COUNTY CLERK'S OFFICE
HARRISON COUNTY, WEST VIRGINIA

STATE OF WEST VIRGINIA,

County of

To-Wit: I,

a of said County of, do certify that

and

his wife, whose name signed to the within writing, bearing date the day of

A. D., 19 ha this day acknowledged the same before me in my said County.

Given under my hand this day of A. D., 19

My Commission expires

Notary Public

STATE OF WEST VIRGINIA,

Office of the Clerk of Harrison County Court.

October 25 1963, 11 52 A M.

Be it remembered that this Agreement *and the annexed certificate* *were this day duly admitted to record in this office.*

Teste: Harley A. Wolfe, *CLERK.*

By Mary Strosnider, *DEPUTY CLERK*

Form 100-8

Mail to MAN Gas Company
Gaff Bldg

No. 680-A

OIL AND GAS LEASE

FROM

Lena M. Lawson

TO

Allegheny Land and Mineral Co.

Date September 10, 1963.

No. Acres 1/10th of 175 acres

LOCATION

Jones Run

District Eagle

County Harrison

Received for Record 19

Recorded 19

FILED AND ADMITTED TO RECORD

In Book Page

OCT 25 1963

Deed Book No. 863
Page 303

MAP LOCATION

N. S. E.

Examined by

PHOTOSTAT RECORD

CTFN ... C

EXHIBIT #6 BK 592 PAGE 303

This Agreement, Made and entered into this 10 day of September, 19 63, by and between

Lena M. Lawson

of the first part, hereinafter called "Lessor," and ALLEGHENY LAND AND MINERAL COMPANY, a West Virginia corporation, with its principal office in the City of Clarksburg, Harrison County, West Virginia, party of the second part, hereinafter called "Lessee." of _____ County of _____ and State of West Virginia, part _____

WITNESSETH: That the Lessor, in consideration of the sum of One Dollar ($1.00), in hand paid, by the Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the Lessee for its exclusive possession and use for the purpose of exploring and operating for oil and gas and of storing any kind of gas, all of their Undivided interest in all of that certain tract of land situate in Eagle District, Harrison County, State of West Virginia, on the waters of Jones Run, bounded and described as follows:

On the North by lands of O. L. Cunningham and Milley Shaw

On the East by lands of J. L. Murray and A. A. Boggess

On the South by lands of Thaddeus Robinson

On the West by lands of Ellen Long and Thos Moore

Containing 175 acres, more or less, and bring the same tract more particularly described in that certain deed, recorded in the aforesaid County Clerk's Office in Deed Book _____ Page _____, reserving, however, _____ feet from any dwelling house now on the premises, on which no well shall be drilled by either party, except by mutual consent.

It is agreed that this lease shall remain in force for a term of ten (10) years from the date hereof, and as long thereafter as the said land is operated by the Lessee in the search for or production of oil or gas with the extension of term by payment of rentals as hereinafter set forth.

The Lessee shall have during the term of this lease the exclusive right to drill, operate for and produce oil and gas, and, as it may see fit, to store any quantity of gas therein by pumping or otherwise introducing the same into any sand or sands or substrata in and under said land, and the right to remove the same by pumping or otherwise through any well or wells on said land or other lands; together also with rights of way and servitudes on, over and through said land for pipe lines, telephone and telegraph lines, electric power lines, structures, plants, houses and buildings for employees, drips, tanks, stations, houses for gates, meters and regulators, and all other rights and privileges necessary, incident to and convenient for the economical operation of this land alone and conjointly with other lands for the production and transportation of oil and gas, and for the storage of any gas therein; together also with the right to use oil, gas and water free of cost to the Lessee for all such purposes, and with the right of removing either during or after the term hereof all and any property and improvements placed or located on the premises by the Lessee; together also with the right of ingress and egress over said land or other lands now owned or hereafter acquired by the Lessor for any of the aforesaid purposes. All of the working interest (7/8ths) of the oil produced and recovered and all of the gas (subject to the reservation or exception of gas for Lessor's own use hereinafter contained) produced and recovered under the terms of this lease are hereby granted, bargained and sold unto the said Lessee.

Lessor hereby warrants generally the title to all the oil and gas in and under the land hereinbefore described and covenants that he will forever warrant and defend the leasehold estate hereby demised unto Lessee against the lawful claims and demands of all persons whomsoever, and that the Lessee shall have the exclusive, full, free and quiet possession of the said described premises for the purposes and during the term herein set forth. Lessor further agrees that the Lessee at its option may pay and discharge any mortgages or other liens existing, on or against the above described lands, and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, or other lien, any royalty or rentals accruing hereunder.

In consideration of the premises the Lessee covenants and agrees to deliver to the credit of the Lessor, free of cost, in the pipe line to which the Lessee may connect its wells, a royalty of the equal one-eighth (1/8) part of all oil produced from the leased premises, and to pay for each gas well from the time and while the gas is marketed at the rate of one eighth (1/8) of the wholesale market value thereof at the well based on the usual price paid therefor in the general locality of the leased premises, payable each three (3) months, until the Lessee shall give written notice to the Lessor of its intention to abandon the well, or shall, in fact, plug and abandon the same.

The Lessee covenants and agrees to pay and the Lessor covenants and agrees to accept her proportionate share of a rental at the rate of $1.00 One dollar per acre each year ($ 4.38), quarterly in advance, beginning Sept. 10, 63 ~~-- months from the date~~ hereof, until a well is completed, or this lease surrendered; any rental paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same; upon the drilling of a well deemed by the Lessee unprofitable to operate or in the event after a profitable well has been drilled but the Lessee does not desire to market the gas from said well or wells, the Lessee may continue to hold the leased premises for such further term as the Lessee may desire upon the payment of said rental, not exceeding the term of five (5) years after the term above mentioned and as long thereafter as the said land is operated by the Lessee in the search for or production of oil or gas. It is agreed that the Lessee may drill or not drill on said land, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

~~[illegible]~~

Lessor may lay a line to any well producing gas only on said land, to take gas produced from said well for their own use for heat and light in one dwelling house on said land at Lessor's own risk, subject to the use, operation, pumping and right of abandonment of the well by the Lessee. This privilege is upon condition that the Lessor shall use said gas with economy, in safe and proper pipes and appliances, and shall subscribe to and be bound by the reasonable rules and regulations of Lessee relating to such use of gas. Lessor agrees to accept at any time at the option of Lessee a cash payment of Seventy-five Dollars ($75.00) each year in full consideration, in lieu of this free gas privilege.

The leased premises may be fully and freely used by Lessor for farming purposes, except parts as are used by Lessee in operating hereunder.

In the event of a conveyance of all or any part of the leased premises, the Lessee may continue to make all payments to the Lessor until furnished with a certified copy of any such deed of conveyance or other documents or proof to enable the Lessee to identify the land conveyed as being all or part of the leased premises, or on written notice of any such conveyance, may hold all payments until furnished with such copy or other documents and proof, and shall apportion the delay rental, in the event of any division, according to acreage.

All payments hereunder may be made direct to the Lessor, or by check made payable and mailed to Mrs. Lena M. Lawson at 136 Fayette Street, Buckhannon, W. Va., who is hereby appointed agent to receive and receipt for same.

It is agreed that the Lessee, upon the payment of One Dollar ($1.00) and all amounts due hereunder, shall have the right to surrender this lease at any time as to all or any part or parts of the leased premises covered by the same and thereupon the Lessee shall be released and discharged from all payments, obligations, covenants and conditions herein contained and this lease shall be null and void as to the land in respect to which a surrender is made. In the event this lease is surrendered as to less than all of the land covered by the lease, then, beginning with the next due date, the delay rental hereinbefore provided to be paid shall be reduced in the proportion that the acreage surrendered bears to the total acreage leased. Lessor agrees that the recordation of a deed of surrender in the proper County and payment to the Lessor of all amounts then due hereunder, shall be and be accepted as full and legal surrender of the Lessee's rights under this lease or under the portion surrendered.

In the event of notice of any adverse claim to the leased premises, or to any part of the rentals or royalties, the Lessee may withhold payment of the same until the ownership is determined by compromise or by final decree by a Court of competent jurisdiction.

It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no verbal warranties, representations or promises have been made or relied upon by Lessee or Lessor, or their agents, supplementing, modifying or as inducement to this agreement.

It is agreed that all terms, conditions, limitations and covenants between the parties hereto shall extend to their respective heirs, personal representatives, successors and assigns.

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

WITNESS:

_____ (Seal) _____ (Seal)

_____ (Seal) Lena M. Lawson (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

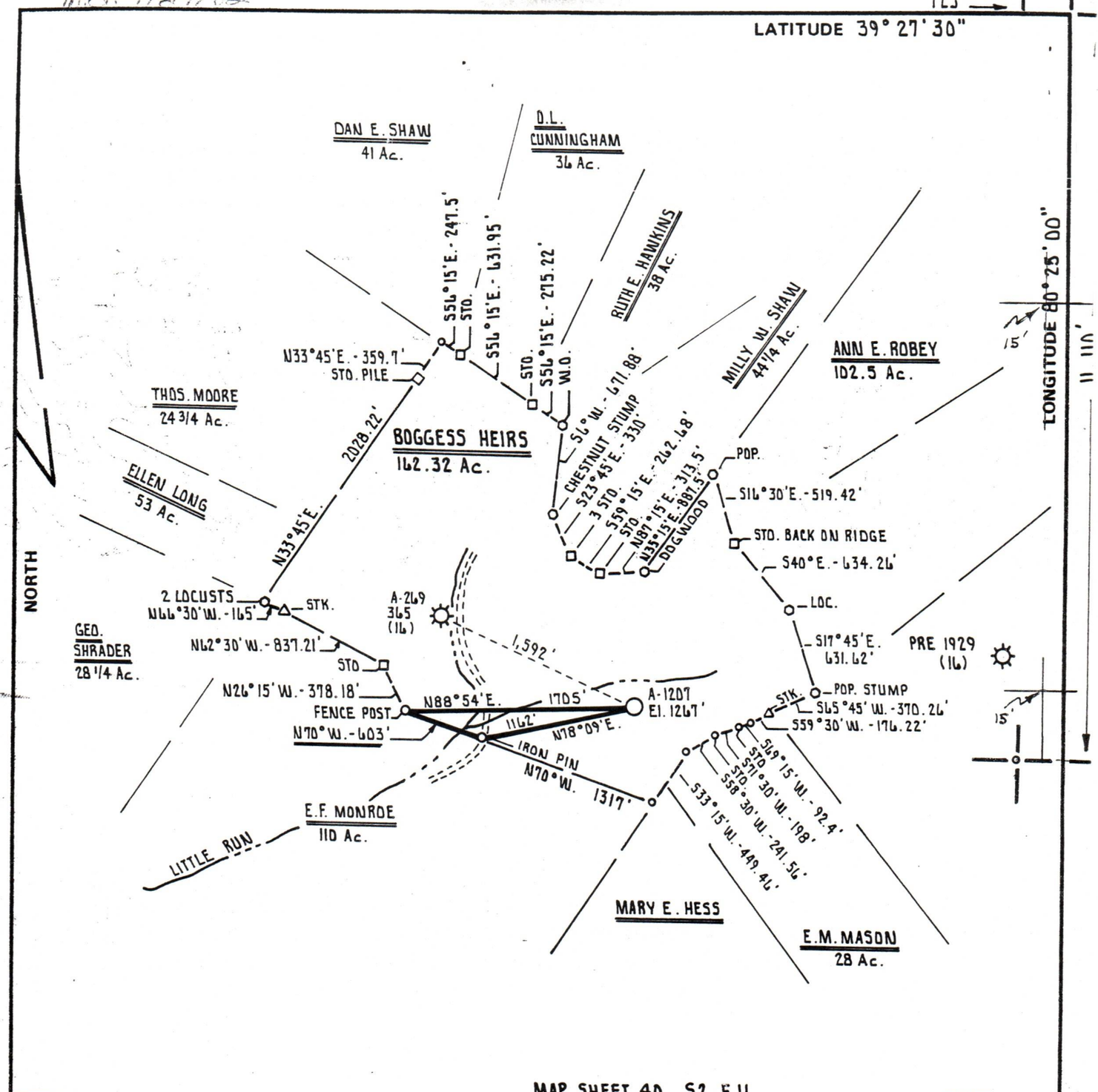
_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

ALLEGHENY LAND AND MINERAL COMPANY

By _____ Its President



MAP SHEET 40 S2 E11

FILE NO.
DRAWING NO.
SCALE 1" = 1000'
MINIMUM DEGREE OF ACCURACY 1 PART IN 200
PROVEN SOURCE OF ELEVATION ALLEGHENY LAND and MINERAL CO. -- WELL # A-269 ELEV. 1177'

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) Cecil R. Main

R.P.E. _____ L.L.S. 711

CECIL R. MAIN LICENSED No. 711 STATE OF WEST VIRGINIA LAND SURVEYOR

PLACE SEAL HERE

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS DIVISION

DATE SEPTEMBER 17th, 1982
OPERATOR'S WELL NO. A-1207
API WELL NO. REVISED
47 - 033 - 2849-Rev.
STATE COUNTY PERMIT

Formerly: Har-2835

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

WELL TYPE: OIL ___ GAS X LIQUID INJECTION ___ WASTE DISPOSAL ___
(IF "GAS,") PRODUCTION X STORAGE ___ DEEP ___ SHALLOW X

LOCATION: ELEVATION 1,267' WATER SHED LITTLE RUN
DISTRICT EAGLE COUNTY HARRISON
QUADRANGLE WALLACE 7.5'

SURFACE OWNER McKINLEY MONROE ACREAGE 31.6 Ac.
OIL & GAS ROYALTY OWNER BOGGESS HEIRS LEASE ACREAGE 162.32 Ac.
LEASE NO. _____

PROPOSED WORK: DRILL X 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 BALLTOWN ESTIMATED DEPTH 3,900'
WELL OPERATOR ALLEGHENY LAND and MINERAL CO. DESIGNATED AGENT DANIEL L. WHEELER
ADDRESS P.O. BOX 1740 ADDRESS P.O. BOX 1740
CLARKSBURG, WEST VIRGINIA 26302-1740 CLARKSBURG, WEST VIRGINIA 26302-1740

HAR - 2849