



1) Date: May 18, 1983
 2) Operator's Well No. 21192
 3) API Well No. 47 039 3963
 State County Permit

DRILLING CONTRACTOR:
Ray Resources Corporation

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

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil / Gas X /
 B (If "Gas", Production X / Underground storage / Deep X / Shallow)
- 5) LOCATION: Elevation: 1461 Watershed: Left Fork of Witcher Creek
 District: Cabin Creek County: Kanawha Quadrangle: Quick
- 6) WELL OPERATOR Columbia Gas Transmission Corp. 11) DESIGNATED AGENT J. L. Weekley
 Address P. O. Box 1273 Address P. O. Box 1273
Charleston, WV 25325 Charleston, WV 25325
- 7) OIL & GAS ROYALTY OWNER Kanawha & Hocking Coal & Coke 12) COAL OPERATOR Valley Camp Coal Co.
 Address P. O. Box 70194-T Address 2971 Dupont Ave., East
Cleveland, Ohio 44190 Shrewsbury, WV 25184
 Acreage
- 8) SURFACE OWNER Kanawha & Hocking Coal & Coke 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
 Address Name Kanawha & Hocking Coal & Coke
 Address Address
 Name
 Address
- 9) FIELD SALE (IF MADE) TO:
 Address
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED
 Name Craig Duckworth
 Address P. O. Box 454
Mt. Lookout, WV
- 14) COAL LESSEE WITH DECLARATION ON RECORD:
 Name Valley Camp Coal Co.
 Address
- 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, Tuscarora
- 17) Estimated depth of completed well, 7150 feet
- 18) Approximate water strata depths: Fresh, feet; salt, feet.
- 19) Approximate coal seam depths: 530' Is coal being mined in the area? Yes X / No

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 MAY 18 1983
 OIL & GAS DIVISION
 DEPT. 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	20"			X		60'		To surface		
Fresh water	13-3/8"			X		1025'		To surface		NEAT
Coal	9-5/8"			X		2525'		To surface		Sizes
Intermediate	7"			X		5400'				
Production	4-1/2"			X		7150'				Depths set as req by Rule 15.01
Tubing										Perforations:
Liners										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 owners, and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia.

Notary: Larry A. Burdette
 My Commission Expires August 13, 1989

Signed: Joseph C. Campbell
 Its: Director, Oil & Special Projects

OFFICE USE ONLY
DRILLING PERMIT
 Permit number 47-039-3963 Date May 31 83
02/16/2024

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 January 31, 1984 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>4060-0873</u>
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Fred Burdette
 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.

DRILLING 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.

02/16/2024

Date: _____, 19 _____

By _____

Its _____



MAY 10 1983

IV-9
(Rev 8-81)

DATE May 9, 1983
WELL NO. 21192
API NO. 47 - 039 - 3963

State of West Virginia
Department of Mines
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Columbia Gas Transmission Corp. DESIGNATED AGENT J. L. Weekley
Address P. O. Box 1273, Charleston, WV Address P. O. Box 1273, Charleston, WV
Telephone 357-2000 Telephone 357-2000
LANDOWNER Kanawha & Hocking C & C Co. SOIL CONS. DISTRICT Capitol
Revegetation to be carried out by J. L. Weekley (Agent)

This plan has been reviewed by Capitol SCD. All corrections
and additions become a part of this plan: MAY 17 1983
(Date) R. C. Allford MAY 18 1983
(SCD Agent)

ACCESS ROAD

OIL & GAS DIVISION
LOCATION: DEPT. OF MINES

Structure 16" Culvert (A)
Spacing Per Sketch
Page Ref. Manual 2-7 & 2-8; Table 3

Structure Diversion Ditch (1)
Material Per Sketch (Earthen)
Page Ref. Manual 2-12 & 2-13

Structure Rip Rap (B)
Spacing Rock Berms
Page Ref. Manual 2-10

Structure Rip Rap (2)
Material Rock Berms
Page Ref. Manual 2-10

Structure Drainage Ditch (C)
Spacing Per Sketch
Page Ref. Manual 2-12

Structure Sediment Barrier (3)
Material Rock Berms
Page Ref. Manual 2-16

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

REVEGETATION

Treatment Area I

Treatment Area II

Lime Three (3) Tons/acre
or correct to pH 6.5
Fertilizer 500 lbs/acre
(10-20-20 or equivalent)
Mulch Straw Two (2) Tons/acre
Seed* Ky. 31" Fescue 30 lbs/acre
Birdsfoot Trefoil 10 lbs/acre
lbs/acre

Lime Three (3) Tons/acre
or correct to pH 6.5
Fertilizer 500 lbs/acre
(10-20-20 or equivalent)
Mulch (Straw) Two (2) Tons/acre
Seed* Ky. 31" Fescue 30 lbs/acre
Birdsfoot Trefoil 10 lbs/acre
lbs/acre

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

02/16/2024

PLAN PREPARED BY Michael John
ADDRESS P. O. Box 1273
Charleston, WV
PHONE NO. 357-2584

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



STATE OF WEST VIRGINIA
OIL AND GAS CONSERVATION COMMISSION
CHARLESTON 25305

May 31, 1983

Theodore M. Streit, Administrator
Department of Mines
Office of Oil and Gas

RE: APPLICATION FOR PERMIT #47-039 - 3963 TO DRILL DEEP WELL
COMPANY: COLUMBIA GAS TRANSMISSION CORPORATION
FARM: KANAWHA & HOCKING COAL & COKE
COUNTY: KANAWHA DISTRICT: CABIN CREEK

The application of the above company is APPROVED FORTUSCARORA COMPLETION
(APPROVED - DISAPPROVED)

Applicant HAS complied with the provisions of Chapter twenty-two,
HAS - HAS NOT
four-A (§22-4A), of the Code of West Virginia, nineteen hundred and thirty-one
(1931), as amended, Oil and Gas Conservation Commission, as follows:

1. *Provided a certified copy of duly acknowledged and recorded consent and easement form from all surface owners; Yes*
2. *Provided a tabulation of all deep wells within one mile of the proposed location, including the API number of the deep well, well name, and the name and address of the operator, and, None*
3. *Provided a plat showing that the proposed locations is a distance of 2200 feet from the nearest unit boundary and showing the following wells drilling to or capable of producing from the objective formation within 3,000 feet of the proposed location: None*

Very truly yours,

James B. Gehr (JBG)
James B. Gehr
Commission Chairman

JBG/rf

02/16/2024

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IV-35 (Rev 8-81)

OCT 21 1983

OIL & GAS DIVISION DEPT. OF MINES

State of West Virginia Department of Mines Oil and Gas Division

Date October 18, 1983 Operator's Well No. 21192 Farm Kanawha & Hocking C&C Co. API No. 47 - 039 - 03963

WELL OPERATOR'S REPORT

OF DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

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

LOCATION: Elevation: 1461 Watershed Left Fork of Witcher Creek District: Cabin Creek County Kanawha Quadrangle Quick

COMPANY Columbia Gas Transmission Corporation ADDRESS P. O. Box 1273, Charleston, WV 25325 DESIGNATED AGENT James L. Weekley ADDRESS P. O. Box 1273, Charleston, WV 25325 SURFACE OWNER Kanawha & Hocking Coal & Coke ADDRESS P.O. Box 70194, Cleveland, OH 44190 MINERAL RIGHTS OWNER Valley Camp Coal Company ADDRESS 2971 Dupont Ave., E., Shrewsbury, WV 25184 OIL AND GAS INSPECTOR FOR THIS WORK Craig Dukworth ADDRESS P.O.Box 454 Mt. Lookout, WV PERMIT ISSUED June 22, 1983 DRILLING COMMENCED June 14, 1983 DRILLING COMPLETED July 1, 1983 IF APPLICABLE: PLUGGING OF DRY HOLE ON CONTINUOUS PROGRESSION FROM DRILLING OR REWORKING. VERBAL PERMISSION OBTAINED ON

Table with 4 columns: Casing & Tubing, Used in Drilling, Left in Well, Cement fill up Cu. ft. Rows include sizes 20-16 Cond., 13-10, 9 5/8, 8 5/8, 7, 5 1/2, 4 1/2, 3, 2 3/8, and Liners used.

GEOLOGICAL TARGET FORMATION Tuscarora Depth 7150 feet Depth of completed well 6908 feet Rotary X / Cable Tools Water strata depth: Fresh 44, 197 feet; Salt feet Coal seam depths: 141,260,290,363,373,552 Is coal being mined in the area? Yes

OPEN FLOW DATA

Producing formation Tuscarora Pay zone depth 6887-6893 feet Gas: Initial open flow 500 Mcf/d Oil: Initial open flow Bbl/d Final open flow 2390 Mcf/d Oil: Final open flow Bbl/d Time of open flow between initial and final tests hours Static rock pressure 1500 psig (surface measurement) after 72 hours shut in (If applicable due to multiple completion--)

02/16/2024

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

Acidized Tuscarora 9-25-83 with 3000 gals. mud acid.

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OIL & GAS DIVISION

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS Including indication of all fresh and salt water, coal, oil and gas
Sand Shale			0		
Coal			141	141	
Shale			148	148	
Sand			230	230	
Coal			260	260	
Sand			270	270	
Coal			290	290	
Sand			296	296	
Coal			363	363	
Sand			367	367	
Coal			373	373	
Sand			377	377	
Shale			391	391	
Sand Shale			498	498	
Coal			552	552	
Sand Shale			556	556	
Sand			567	567	
Shale			587	587	
Sand			870	870	
Shale			974	974	
Sand			1054	1054	
Shale			1186	1186	
Sand			1189	1189	
Shale			1214	1214	
Sand Shale			1219	1219	
Shale			1411	1411	
Sand			1430	1430	
Sand Shale			1525	1525	
Sand			1636	1636	
Red Rock			1675	1675	
Shale			1685	1685	
Lime			1787	1787	
Shale			1830	1830	
Sand			1838	1838	
Greenbrier			1847	1847	
Onondaga			1850	2030	
Williamsport			5340	5430	
Tuscarora			6118	6145	
LTD		6914'	6848	6905	
DTD		6908'			

(Attach separate sheets as necessary)

Columbia Gas Transmission Corporation

Well Operator

By: *J. Weckley*
Date: October 18, 1983

02/16/2024

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

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JUN 27 1983

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

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

INSPECTOR'S WELL REPORT

Permit No. 039-3963

Oil or Gas Well GAS
(KIND)

Company COLUMBIA GAS TRANS.
 Address CHARLESTON, W. VA.
 Farm KANAWHA - HOCKING COAL
 Well No. 21192
 District PABIN CREEK County KANAWHA
 Drilling commenced 6/15/83
 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			Size of _____
10			Depth set _____
8 1/4			Perf. top _____
6 5/8			Perf. bottom _____
5 3/16			Perf. top _____
3			Perf. bottom _____
2			
Liners Used			

CASING CEMENTED 9 5/8 SIZE 2498 No. FT. 6/22 Date
 NAME OF SERVICE COMPANY DOWELL
 COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES
 _____ FEET _____ INCHES FEET _____ INCHES
 _____ FEET _____ INCHES FEET _____ INCHES

Drillers' Names RAY RES. RIG 6 CLIFF HAMES (TOOL PUSHER)

Remarks: RAN 2498' OF 9 5/8 CEMENTED TO SURFACE WITH 520 SKS

6/22/83
DATE

Craig Duckworth 02/16/2024
DISTRICT WELL INSPECTOR

Form 26
2/16/82

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

120218
OIL AND GAS DIVISION
DISTRICT WELL INSPECTOR

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: _____

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

02/16/2024

DISTRICT WELL INSPECTOR

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

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INSPECTOR'S WELL REPORT

Permit No. D39-3963

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES
Oil or Gas Well GAS
(KIND)

Company <u>COLUMBIA GAS TRANS.</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address <u>CHARLESTON, W.VA.</u>	Size			
Farm <u>KANAWHA + HOCKING COAL</u>	16			Kind of Packer
Well No. <u>21192</u>	13			Size of
District <u>CABIN CREEK</u> County <u>KANAWHA</u>	10			Depth set
Drilling commenced <u>6/15/83</u>	8 1/4			Perf. top
Drilling completed _____ Total depth _____	6%			Perf. bottom
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 <u>13 3/8</u> SIZE <u>576</u> No. FT. <u>6/17</u> Date			
Oil _____ bbls., 1st 24 hrs.	NAME OF SERVICE COMPANY <u>DOWELL</u>			
Fresh water _____ feet _____ feet	COAL WAS ENCOUNTERED AT <u>141 TO 148</u> FEET _____ INCHES			
Salt water _____ feet _____ feet	<u>290 TO 296</u> FEET _____ INCHES <u>363 TO 367</u> FEET _____ INCHES			
	<u>373 TO 377</u> FEET _____ INCHES <u>550 TO 554</u> FEET _____ INCHES			

Drillers' Names RAY RES. RIG 6 CLIFF HAMES (TOOL PUSHER)

Remarks: RAN 576' OF 13 3/8 CEMENTED TO SURFACE WITH HOOSKS.

PERMIT CALLS FOR 1025' OF 13 3/8
I GAVE PERMISSION TO RUN ONLY 576'

6/17/83
DATE

Craig Duckworth 02/16/2024
DISTRICT WELL INSPECTOR

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

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JUN 28 1983

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

INSPECTOR'S WELL REPORT

Permit No. 039-3963

Oil or Gas Well GAS
(KIND)

Company COLUMBIA GAS TRANS.
 Address CHARLESTON, W. VA.
 Farm KANAWHA - HOCKING COAL
 Well No. 21192
 District CABIN CREEK County KANAWHA
 Drilling commenced 6/15/83
 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 _____
8 1/4			
6 3/8			Depth set _____
5 3/16			
3			Perf. top _____
2			Perf. bottom _____
Liners Used			Perf. top _____
			Perf. bottom _____

CASING CEMENTED 7 SIZE 5481 No. FT. 6/27 Date
 NAME OF SERVICE COMPANY DOWELL
 COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES
 _____ FEET _____ INCHES FEET _____ INCHES
 _____ FEET _____ INCHES FEET _____ INCHES

Drillers' Names RAY RES RIG 6 CLIFF HAMES (TOOL PUSHER)

Remarks: RAN 5481' OF 7" CEMENTED WITH 200 SKS

6/27/83
DATE

Craig Duckworth 02/16/2024 505
DISTRICT WELL INSPECTOR

STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 OIL AND GAS DIVISION
FINAL INSPECTION REQUEST
INSPECTOR'S COMPLIANCE REPORT

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 APR 30 1984
 OIL & GAS DIVISION
 DEPT. OF MINES

Permit No. 039-3963

County Kanawha

Company Columbia Gas Transmission Corp.,

District Cabin Creek

Inspector JERRY HOLCOMB

Farm Kanawha & Hocking Coal & Coke

Date October 25, 1983

Well No. 21192 Issued 5-31-83

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	_____	_____
7.01	Required permits at wellsite	_____	_____
7.03	Adequate fresh water casing	_____	_____
15.02	Adequate coal casing	_____	_____
15.01	Adequate production casing	_____	_____
15.04	Adequate cement strength	_____	_____
23.02	Maintained access roads	_____	_____
25.01	Necessary equipment to prevent waste	_____	_____
23.03	Reclaimed drilling site	_____	_____
23.04	Reclaimed drilling pits	_____	_____
23.05	No surface or underground pollution	_____	_____
7.05	Identification markings	_____	_____

COMMENTS:

Release

I have inspected the above well and have found it to be in compliance with the rules and regulations of the Office of Oil and Gas Department of Mines of the State of West Virginia, and the well can be released from the permitted work.

SIGNED: *Red. Dillon* 02/16/2024

DATE: 4/24/84

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DEPT. OF MINES

02/16/2024



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

WALTER N. MILLER
 DIRECTOR

THEODORE M. STREIT
 ADMINISTRATOR

May 9, 1984

Columbia Gas Transmission Corp.
 P. O. Box 1273
 Charleston, W. Va. 25325

In Re: PERMIT NO: 47-039-3963
 FARM: Kanawha & Hocking Coal Co.
 WELL NO: 21192
 DISTRICT: Cabin Creek
 COUNTY: Kanawha
 ISSUED: May 31, 1983

Gentlemen:

The FINAL INSPECTION REPORT for the above captioned well has been received in this office. Only the column checked below applies:

The well designated by the above permit number has been released under your Blanket Bond.

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

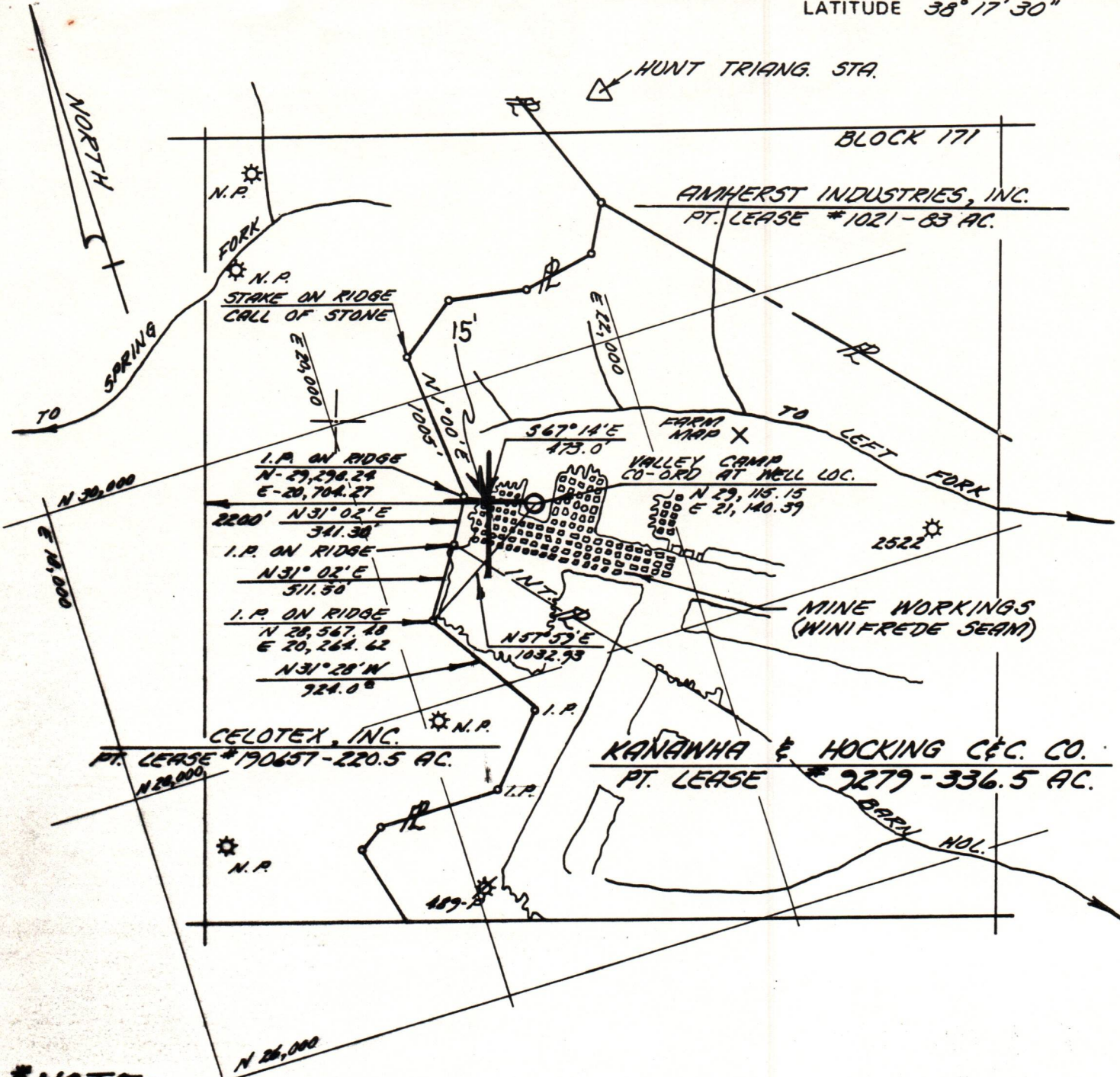
Your well record was received and reclamation requirements approved. In accordance with Chapter 22, Article 4, Section 2, the above captioned well will remain under bond coverage for life of the well.

Very truly yours,

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

TMS/ rl

02/16/2024



***NOTE:**

COAL OWNED AND OPERATED BY VALLEY CAMP COAL CO. WINIFREDE SEAM PRESENTLY OPERATED - ELEV. 1095'. SOLID COAL AT PROPOSED WELL LOCATION

FILE NO. 68-53
 DRAWING NO. 21192
 SCALE 1" = 1000'
 MINIMUM DEGREE OF ACCURACY 1 PART IN 2500
 PROVEN SOURCE OF ELEVATION HUNT TRIANG. STA. - EL. 1625'

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) Lloyd C. Hart
 R.P.E. _____ L.L.S. 92



PLACE SEAL HERE

STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 OIL AND GAS DIVISION
 LAT: 38° 16' 32"
 LONG: 81° 29' 18"



DATE APRIL 15 19 83
 OPERATOR'S WELL NO. 21192
 API WELL NO. 47-039-3963
 STATE COUNTY PERMIT

(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS
 WELL TYPE: OIL ___ GAS X LIQUID INJECTION ___ WASTE DISPOSAL ___
 (IF "GAS,") PRODUCTION X STORAGE ___ DEEP X SHALLOW ___
 LOCATION: ELEVATION 1461 WATER SHED LEFT FORK OF WITCHER CREEK
 DISTRICT CABIN CREEK COUNTY KANAWHA
 QUADRANGLE QUICK, W.V.A.
 SURFACE OWNER KANAWHA & HOCKING C&C CO. ACREAGE 14.128
 OIL & GAS ROYALTY OWNER KANAWHA & HOCKING C&C CO. LEASE ACREAGE 640 AC. UNIT
 LEASE NO. 9279
 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 TUSCARORA ESTIMATED DEPTH 7150'
 WELL OPERATOR COL. GAS TRANS CORP. DESIGNATED AGENT JAMES WEEKLEY
 ADDRESS P.O. BOX 1273 ADDRESS SAME
CHARLESTON, W.V. 25325

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MAY 18 1983

OIL & GAS DIVISION
DEPT. OF MINES

THIS AGREEMENT OF LEASE, made as of the 1st day of January, 1943, by and between KANAWHA & HOCKING COAL & COKE COMPANY, a corporation under the laws of the State of West Virginia, party of the first part, hereinafter called "Lessor," and UNITED FUEL GAS COMPANY, a corporation under the laws of the State of West Virginia, party of the second part, hereinafter called "Lessee";

WHEREAS:

By an Agreement of Lease made the 24th day of April, 1912, between Sunday Creek Company of the first part, said United Fuel Gas Company of the second part and said Kanawha & Hocking Coal & Coke Company of the third part, recorded in the office of the Clerk of the County Court of Kanawha County, West Virginia, in Lease Book No. 20, page 311, as supplemented, modified and amended by an Agreement made the 11th day of December, 1916, by said Kanawha & Hocking Coal & Coke Company of the first part and said United Fuel Gas Company of the second part (duplicate drafts of which are in the possession of both parties), Sunday Creek Company and said Kanawha & Hocking Coal & Coke Company leased unto said United Fuel Gas Company the exclusive right of mining and operating for oil and gas in and upon a certain tract of coal-bearing land situated in the Districts of Cabin Creek and Maiden in said Kanawha County, then estimated to contain 13,393 acres, more or

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City

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less, upon the terms, stipulations and covenants contained in said Agreements, for a term which will expire on the 1st day of July, 1944; and

All rights of said Sunday Creek Company in and to the leased premises became forfeited and terminated prior to the 11th day of December, 1916, and said Lessor, Kanawha & Hocking Coal & Coke Company, has been since said date and is now the sole owner in fee simple of said leased premises, upon which it has been and is now engaged in mining and shipping coal and intends hereafter to engage therein, either directly or through lessees or others acting under its authority; and

Said United Fuel Gas Company, pursuant to the terms and provisions of said Agreements of April 24, 1912, and December 11, 1916, entered upon said leased premises and drilled numerous wells thereon from which it has produced, and is still producing, both oil and gas; and

The parties hereto desire hereby to terminate said Agreements of April 24, 1912, and December 11, 1916, as of the 1st day of January, 1943, and to provide for the production of oil and gas from said premises from and after said date by United Fuel Gas Company upon the terms, stipulations, agreements and provisions hereinafter set forth:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That in consideration of the premises and of the covenants, agreements and payments hereinafter contained

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on the part of the Lessee to be kept, performed and made, the Lessor doth demise, lease and let unto the Lessee for the term hereinafter specified and upon the provisions and terms and subject to the stipulations hereinafter set forth, all of the oil and gas in and underlying the tracts of land hereinafter described; together with the rights in connection therewith which are hereinafter specifically set forth, to be exercised for the sole and only purpose, and with the exclusive right, of mining and operating thereon for the production of oil and gas; said tracts being more particularly described as follows:

All of the lands of the Lessor in Malden and Cabin Creek Districts in Kanawha County, West Virginia (except certain small lots in the Town of Cedar Grove), which lands are located on the Great Kanawha River and on Witcher's Creek, Campbell's Creek, Kelley's Creek and other tributaries thereof, consisting of two parcels known respectively as the "Witcher's Creek Parcel," containing 12,935.54 acres, and the "Shrewsbury Parcel," containing 1,192.19 acres, making an aggregate or total of 14,127.73 acres (herein treated and considered as 14,128 acres), the location, boundaries and areas of which tracts and each of them are shown upon maps of the Lessor which have been marked respectively for the purposes of this lease "Map of Witcher's Creek Parcel" and "Map of Shrewsbury Parcel," reference to which is here made. Said maps have been examined by the Lessee and the Lessee and its duly appointed agent or agents shall have access thereto at all reasonable times.

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The Lessor hereby gives and grants unto the Lessee, to be exercised by it in connection with its operations hereunder for the production of oil and gas from the leased premises, and not otherwise, and subject to the production of coal from said premises by the Lessor, its lessees and assigns, and to other stipulations and terms hereinafter contained, the right to continue to produce oil and gas, or either thereof, from said leased premises and to continue to use all wells, pipe lines, rights of way, machinery, appliances and other property of the Lessee upon said premises, together with such other, further and additional rights of way and easements for laying pipe lines over and across said premises to and from all wells of Lessee now upon said premises and such other wells as the Lessee may hereafter drill thereon, and the right of constructing and maintaining such tanks, gates, drips, stations, structures and other accessories as are necessary to the production and removal by the Lessee of oil and gas from said premises; also the right to manufacture upon the leased premises gasoline from the oil and gas produced thereon; and the right to use sufficient water and gas from said premises for drilling wells thereon; provided, the Lessee shall not construct such tanks, gates, drips, stations, structures or other accessories upon any lots of the Lessor along the New York Central Railroad or the Kanawha River bottom in or near the Town of Shrewsbury,

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or upon the bottom land along Witcher's Creek, or upon any other bottom lands of the Lessor suitable for building thereon houses or other improvements, without the written consent of the Lessor first had and obtained.

TO HAVE AND TO HOLD unto the Lessee, its successors and assigns, for the purposes aforesaid, upon the terms and conditions and subject to the provisions and stipulations hereinafter contained, for and during the term of ten (10) years from and after January 1, 1943, and so long thereafter as oil or gas, or either of them, is produced from the leased premises by the Lessee, its successors or assigns, and the rents and royalties hereinafter stipulated are paid and the covenants and agreements of the Lessee hereinafter contained are kept and performed by it, in accordance with the terms of this lease.

I.

In consideration of the premises, the Lessee covenants and agrees:

First: To deliver to the credit of the Lessor, free of cost, in the pipe line or tanks to which the wells of the Lessee may be connected, a royalty of the equal one-eighth (1/8) part of all oil and natural gasoline produced and saved from the leased premises, or at the Lessee's option to pay to the Lessor as such royalty an amount equal to the market price of such one-eighth (1/8) royalty oil and natural gasoline, based on the market price for oil and natural

gasoline of like grade and gravity prevailing on the date such oil and natural gasoline, or either, is run into the pipe line or into storage tanks.

Natural gasoline as above referred to shall mean any gasoline which may be produced before the natural gas produced from the leased premises passes through the meter or meters used in measuring such natural gas for the purpose of determining the royalty to be paid thereon provided for in paragraph Second next following.

Second: To pay to the Lessor a royalty of one-eighth (1/8) of the then current wholesale market value, at the well, for all gas produced and saved from the leased premises, which wholesale market value shall be the wholesale price paid for gas at the well under contracts current at the date of such payments, from time to time during the term of this lease in Kanawha County, West Virginia; which gas royalty so to be paid to the Lessor shall in no event be less than 1-1/2¢ per thousand cubic feet for all gas produced by the Lessee hereunder, measured in the manner hereinafter set forth. The Lessee shall have the right to use gas produced from the leased premises for drilling and operating wells upon said premises and shall not be required to pay any royalty on gas so used.

Third: If the Lessee shall extract upon the leased premises gasoline from any gas produced and marketed

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thereon, Lessee agrees to pay the Lessor an additional royalty of one-eighth (1/8) of the net market price it receives for any gasoline so extracted from said gas.

Subject to the provisions of paragraph Fifth below, said royalties upon oil, gas and gasoline (under paragraphs First, Second and Third above) shall be payable monthly at the rates above specified, that is to say, on the 20th day of each month for all oil, gas and gasoline, or either or any thereof, produced as aforesaid during the preceding calendar month, -- as hereinafter provided under II-(3) hereof.

Fourth: To pay to the Lessor as a minimum royalty for the oil, gas and gasoline produced from the leased premises the sum of Fourteen Thousand One Hundred Twenty-eight Dollars (\$14,128.00) for each and every year during the term of this lease, commencing as of the 1st day of January, 1943, which minimum royalty shall be payable in advance on or before the 1st day of January of each calendar year for the ensuing calendar year without demand therefor; subject, however, to the right of the Lessee to apply the amount of the minimum royalty so paid for any calendar year to the payment of royalties accruing upon oil, gas and gasoline produced by the Lessee during such calendar year as provided in paragraph Fifth hereof.

The amount of said annual minimum royalty shall be subject to reduction as hereinafter provided in said paragraph Fifth.

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Fifth: The Lessee shall have the right to credit upon each annual payment of minimum royalty of Fourteen Thousand One Hundred Twenty-eight Dollars (\$14,128.00) made pursuant to paragraph Fourth hereof all royalties payable by it to the Lessor for oil, gas and gasoline, or either or any thereof (under paragraphs First, Second and Third above), produced during such calendar year until the aggregate amount of said royalties shall absorb such payment, that is to say, until the aggregate amount of said royalties shall equal said sum of Fourteen Thousand One Hundred Twenty-eight Dollars (\$14,128.00); and when this shall occur, and not until then, the Lessee shall thereafter pay to the Lessor monthly for all oil, gas and gasoline, or either or any thereof, thereafter produced at the rates and in accordance with the terms and provisions of said paragraphs First, Second and Third, respectively.

The right of the Lessee to apply said payments of minimum annual royalty to royalties due hereunder for oil, gas and gasoline, or either or any thereof, is expressly limited to royalties payable for oil, gas and gasoline produced in the same calendar year for which said minimum annual royalty is paid; and no payment of minimum annual royalty for any calendar year shall be applied to the payment of the royalties for oil, gas or gasoline produced in any subsequent year.

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The minimum annual royalty above provided for in paragraph Fourth and in this paragraph Fifth shall be paid by the Lessee so long as there remains in the leased premises a sufficient deliverable reserve of gas, oil and gasoline to produce at the royalty rates above specified in paragraphs First, Second and Third the amount of said minimum royalty. When the amount or volume of deliverable gas, oil and gasoline shall become reduced to the extent that under approved, fair and proper conditions of operation there cannot be delivered from the leased premises during any year of the term of this lease a sufficient quantity or volume of gas, oil and gasoline to produce at the rates aforesaid the amount of said minimum royalty, said minimum royalty, and the annual payments thereof above provided for, shall be ratably and fairly reduced and thereafter only such reduced amounts of said minimum royalty shall be payable annually, instead of the amount of Fourteen Thousand One Hundred Twenty-eight Dollars (\$14,128.00), as above provided for. Either party hereto shall have the right from time to time to make proper tests for the purpose of ascertaining the amount of deliverable gas, oil and gasoline remaining in the leased premises, upon giving reasonable notice to the other of the time, place and method of making such tests. Such tests shall be made under fair and reasonable line pressures and all other conditions affecting the deliverability of said gas, oil and gasoline in order that the deliverable

quantity thereof remaining in the leased premises at any such time or times shall be fairly and accurately determined upon the basis of recognized, approved and proper operating practices. In the event the Lessor shall at any time or times desire to check such tests to be made by the Lessee or desire itself to make such tests, the Lessee agrees to furnish the Lessor such information and cooperation within the Lessee's control as may be necessary to enable the Lessor to check or make such tests.

II.

(1) The gas taken under this lease shall be measured by an orifice or displacement type meter, or other approved measuring device of equal accuracy. For the purposes of this lease a cubic foot of gas shall consist of a quantity or volume of gas which will occupy one dimensional cubic foot when at a pressure of ten (10) ounces per square inch above an atmospheric pressure of 14.7 pounds per square inch, or 15.325 pounds per square inch absolute pressure (commonly called pressure base) and at a temperature of 60° Fahrenheit (commonly called temperature base). For orifice meter measurements, the methods of computation shall conform with the recommendations contained in Report No. 2 of the Gas Measurement Committee of the American Gas Association, including any revisions made thereto, applied in a practical manner. The specific gravity of the gas being measured shall be determined by the use of an Edwards' Gas Balance, or an equally accurate instrument, at the beginning of this delivery

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and as often thereafter as conditions may warrant. A flowing temperature of 60° Fahrenheit shall be assumed.

For displacement meters, the meter readings at varying pressures shall be converted to gas quantities at base pressure by applying pressure multipliers, such multipliers to be computed according to Boyle's Law, modified to take into consideration any deviations therefrom.

(2) Lessee shall read the meters daily, or as often as the meter or meters require, but each party shall have constant access to all meters and to all charts, records and other data pertaining to the operations of the Lessee hereunder. The cost of installing and maintaining such meters and of reading the same and of building and maintaining meter houses shall be borne by the Lessee. If the Lessor questions the accuracy of any meter or measuring equipment or appliance in use under this lease and desires to have the same tested or repaired, the Lessee shall test and repair the same, which work shall be done in the presence and to the satisfaction of the Lessor, or its representative, if the Lessor shall desire to be present or represented at such test. The cost of testing shall be borne by the Lessor if the meter or appliance on test proves to be correct or within 3% correct; but if such meter or appliance on test proves more than 3% slow or inaccurate, then the cost of testing shall be borne by the Lessee.

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(3) On or before the 15th day of each month the Lessee shall render to the Lessor a statement showing the amount of gas produced and saved during the preceding month, measured as aforesaid, as well as the amount of oil and natural gasoline produced by the Lessee and also the amount of gasoline, if any, manufactured by the Lessee upon the leased premises during such preceding month, all as hereinbefore provided, together with a computation of the amount due and payable to the Lessor on account of said oil, gas and gasoline; and, subject to the provisions of paragraph Fifth hereof, ante, payment of the respective amounts due the Lessor for said gas and gasoline and payment or proper credit to the Lessor for its royalty interest in said oil shall be made or delivered to the Lessor on or before the 20th day of said month next following that in which the same were produced.

The Lessee agrees to keep full and proper records of all oil and gas produced from the leased premises and of all gasoline produced or manufactured by it upon said premises from the gas produced thereon, of the quantity of oil delivered to the Lessor's credit in pipe lines, or otherwise, and of such other matters as may be necessary to enable the Lessor to determine the amount to which it is entitled hereunder, to which records the Lessor and its duly appointed agent or agents shall have access at all reasonable times.

(4) The Lessee shall market the oil and gas from all producing wells now on said premises and from any wells

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which it shall hereafter drill thereon, in the event oil or gas, or either of them, shall be found in paying quantities in any such new wells, with all reasonable dispatch; and where a well is now, or shall hereafter, be connected with a pipe line, the extraction of oil or gas from such well shall be prosecuted with reasonable diligence (due regard being given to reasonable and marketing conditions) so long as such well shall produce sufficient oil or gas to enable Lessee to operate it at a profit, and the Lessee shall not discriminate against the oil or gas wells on the leased premises in favor of any other oil or gas wells operated or controlled by it on adjoining or neighboring property, in either the production or marketing of oil or gas.

It is understood between the parties that the seasonal demand for gas is substantially less in the summer season than in the winter season, and accordingly it is agreed that during the six summer months from May 1 to October 31 of each year the Lessee shall have the right to reduce the flow of gas from the Lessor's wells upon the leased premises, provided the Lessee shall take from said wells during said six summer months at least one-third of the amount delivered from said wells during the six preceding winter months (from November 1 to April 30). The Lessee agrees, however, to protect any wells of the Lessor located near any boundary line of the leased premises from drainage during the summer season by or through any offset wells of other parties.

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(5) The Lessee shall keep an accurate measurement and record, or log, of each well drilled on the leased premises and of the core removed from any such well (in case a core is removed) and shall furnish the Lessor a complete and accurate report thereof showing the result of such drilling, including location, elevation, open-flow volume and rock pressure of such well, and the elevation and thickness of any seams or veins of coal encountered.

(6) In the event oil or gas is discovered in paying quantities on any land, or lands, adjoining the leased premises, or any part thereof, at a point or points in such close proximity to such premises as under the most approved and provident practice to require the drilling of offset wells on said premises in order to protect the same against loss by drainage, Lessee agrees to drill such number of offset wells as such practice requires under existing conditions; provided, always, that the Lessee shall drill an offset well or wells to any paying or producing oil or gas well drilled by itself or third parties within three hundred feet (300') of the premises hereby demised, or any part thereof, at the nearest feasible and practicable location.

(7) Lessee shall give the Lessor reasonable notice of the location of any wells which Lessee proposes to drill upon the leased premises.

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(8) The Lessee understands and agrees that this lease is made and that all rights and privileges hereby granted are and shall be subject and subordinate to all present and future operations of the Lessor, its tenants, lessees and assigns, for the mining and removal of coal from the leased premises, or any part thereof; but such operations of the Lessor shall not unnecessarily interfere with the rights and privileges hereby granted the Lessee.

No well shall be drilled through any existing or projected entry, haulway or air course or working place in any coal mine now or hereafter in operation on the leased premises, and any well drilled through any part of an abandoned mine shall be cased off with steel or iron pipe and cement, or in some other approved and proper manner, so as to prevent the leakage or escape of oil, gas or water through any seam or seams of coal; and upon the abandonment by the Lessee of any well or hole drilled through any seam or seams of coal on the leased premises, Lessee shall fill such well or hole with concrete or other substance in such manner as to prevent the leakage or escape of oil, gas or water into such coal seam. And the Lessee agrees in its operations on the leased premises to take every precaution and afford every protection necessary to prevent the leakage or escape of oil, gas or water into any mine or seam of coal on the leased premises and to protect the present and future mining operations on said premises from damage or danger by reason of the operations of the

Lessee thereon. All wells drilled upon the leased premises shall be so located as to interfere as little as practicable with the cultivated portions of the land and the Lessee agrees to pay any damages done to growing crops, or to merchantable timber, or to fences, buildings or other property upon the surface of the leased premises, by reason of its operations hereunder; and to indemnify and save harmless the Lessor against all loss, damage, liability or claims in any way arising out of or due to the operations of the Lessee hereunder, -- including damage or injury to either property or persons.

The Lessee agrees, specifically, that it will continue, as heretofore, to insert in all wells which it may drill upon the leased premises a string of casing of the diameter of not less than eight inches (8") to a point at least twenty feet (20') below the Eagle seam of coal; that the Lessee upon the abandonment of any well in which oil or gas has been found shall leave the said string of casing in the well as the property of the Lessor, which casing shall be open from said point below said coal seam or stratum to the surface of the land; that before abandoning any well the Lessee shall properly plug the same above the oil and gas producing rock or strata so as to prevent the downward flow of water; that the Lessee will use such other casing as may be necessary to prevent water, oil or gas from entering any mine or workable coal seam from such well during the operation of the well, and upon its abandonment

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not only to leave said eight-inch (8") casing in the well but also plug the well so as to prevent so far as possible oil, gas or water from entering into any mine or workable coal seam, -- as above provided.

In addition to the foregoing provisions, the Lessee in its operations on the leased premises agrees that it will at all times fully comply with all statutes and laws of the State of West Virginia regulating or in any way affecting its operations hereunder and with all lawful regulations and rules of the Department of Mines of said State affecting said operations.

(9) The Lessee agrees that the Lessor shall have the right, option and privilege to purchase any material or property of the Lessee (which it has the right to remove) in any gas well or oil well, or wells, upon the leased premises which the Lessee at any time is about to abandon, at the fair market value of such material or property, to be determined in case of failure of the parties to agree thereon as provided in paragraph (16) post.

(10) The Lessee agrees that whenever requested by the Lessor so to do it will bury at a proper and reasonable depth below the surface of the ground all pipe and pipe lines used to conduct oil, gas or gasoline over, from or off the leased premises, and Lessee further agrees that it will indemnify and save harmless the Lessor from any and all damage to pipe lines or other equipment of the Lessee

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upon the leased premises by reason of the mining or removal of coal or other minerals thereunder; that it will use and occupy no more of the leased premises than is reasonably necessary for the proper conduct of its operations and that it will interfere as little as possible with the use of the leased premises by the Lessor, the occupants of the surface, their lessees and tenants. The Lessee further agrees that no well shall be drilled upon the leased premises nearer than three hundred feet (300') to any building or structure situate thereon without the written consent of the Lessor first had and obtained.

(11) The Lessee agrees to test and explore the undeveloped portion of the leased premises and for such purpose to drill at least six (6) wells at locations to be selected by the Lessee, such locations, however, to be so selected as reasonably to test such undeveloped area. If the results obtained from the drilling of said six (6) wells show that further drilling could be profitably done upon said premises (that is, that further wells could be drilled that would produce sufficient oil or gas to return to the Lessee the cost of drilling the same together with the cost of operation, including royalties) then Lessee agrees to continue to drill further wells thereon so long as the results obtained from such new drilling indicate that additional wells could be profitably drilled.

(12) Lessee shall not be required, in any event, to increase the minimum royalty or the royalty for the oil or gas produced from the leased premises, as hereinbefore provided, by reason of the fact that any royalty or interest

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in the oil or gas underlying said premises has heretofore been sold, reserved or conveyed by the Lessor, or its predecessors in title, and is now outstanding; and if the Lessor does not have title to all the oil and gas underlying the leased premises, or any part thereof, there shall be refunded to the Lessee all royalties paid by it to the Lessor for such oil and gas, and minimum royalty payments thereafter to be made shall be reduced proportionately.

(13) The Lessee shall not assign, transfer or convey this lease or its interest or estate hereunder, or lease, sublet, transfer or set over its estate, interest or rights under this lease, or any part thereof, to any person or corporation for any time whatsoever without the license and consent of the Lessor, its successors or assigns, in writing, for that purpose being first had and obtained.

(14) The Lessee shall pay all taxes, levies and assessments which may be levied or assessed by any federal, state, county or local taxing authorities under any statutes, laws or regulations now or hereafter in force or effect, upon the leasehold estate hereby created, and upon the rights, interests and privileges of the Lessee hereunder, and upon any improvements and property which have been or may hereafter be placed by the Lessee on the leased premises. If any such taxes, levies or assessments herein provided to be paid by the Lessee are directly or indirectly assessed against or for

any reason paid by the Lessor, or deducted by the Lessee from any royalties payable to the Lessor hereunder, the Lessee shall promptly repay to the Lessor the amount thereof.

(15) All rentals, royalties and other payments hereunder agreed to be paid by the Lessee to the Lessor shall (for purposes of collection) be deemed and treated as rents reserved upon contract by the Lessor; and all remedies now or hereafter given by the statutes or laws of the State of West Virginia to landlords for the collection of rents shall exist in favor of the Lessor for the collection of the same. If any of said rentals, royalties or other payments shall remain unpaid for fifteen (15) days after the same shall become payable, as hereinbefore provided, Lessor shall have the right to enforce payment of the same by the remedies given by law to landlords against delinquent tenants for non-payment of rent. A lien is hereby expressly reserved, created, given and imposed upon the leasehold estate hereby created, together with all wells, equipment, buildings, structures, fixtures, improvements and property of every character of the Lessee upon the leased premises and upon all the rights and privileges hereby conferred upon the Lessee, to secure the payment of said rentals, royalties and other payments, which lien may be enforced by the Lessor from time to time and as often as necessary by appropriate proceedings at law or in equity. The Lessor shall also have

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the right of re-entry by reason of any rental, royalties or payments being in arrears or by reason of any breach by the Lessee of any of the terms, conditions, stipulations or agreements herein contained on its part to be kept or performed, provided the Lessee fails to cure any such default or defaults after thirty (30) days' notice. It is understood and agreed that the provisions in this paragraph contained and the several remedies hereby authorized are cumulative and not exclusive, and shall not deprive the Lessor of any of its other legal or equitable remedies.

(16) The Lessee may at any time after the expiration of five (5) years from the 1st day of January, 1943, terminate and surrender this lease and all its estate, interest and rights hereunder if it deems it unprofitable or inadvisable to continue operations under this lease, provided all rents, royalties and other payments due shall have been paid or tendered to the Lessor and the Lessee shall not be in default in performance of any of the terms, provisions or stipulations hereof binding upon it.

And the Lessee, having faithfully kept and performed all the covenants, provisions and stipulations hereof binding upon it, shall have the right (subject to the provisions of section II-(9) hereof, above) upon any termination of this lease otherwise than by forfeiture or re-entry, whether by surrender as hereinbefore provided or by expiration of the term hereof, to remove from the leased premises all buildings, structures, improvements, machinery and other

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equipment or property of every kind and character, whether movable or fixed, which shall have been erected or placed thereon by the Lessee, including all equipment contained in or used in connection with any wells upon the leased premises, except only the casing to be left in the wells upon the leased premises, as above provided, and any other material or property which the Lessee is required to leave in or upon said premises by the provisions of this agreement, or by the statutes or law of the State of West Virginia for the protection of said premises; provided, however, the Lessee shall give the Lessor thirty (30) days' notice in writing specifying any buildings, structures and like improvements attached to the land which the Lessee desires to remove. Within thirty (30) days from the receipt of such notice, the Lessor shall notify the Lessee in writing either that the Lessor does not desire to purchase any of said buildings, structures or improvements or that it desires to have the reasonable value of the same, or of certain specified items thereof, ascertained. If the Lessor notifies the Lessee that it does not desire to purchase any of said last mentioned property, the Lessee shall have the right to remove the same within such time thereafter as may be necessary, using due diligence to that end, but not to exceed in any event one (1) year; provided, however, that if it shall appear that the Lessee is unable by the use of due diligence and at reasonable expense to remove said property within said period of one (1) year the Lessor agrees to grant the Lessee a reasonable extension of time for such purpose.

If the Lessor notifies the Lessee of its desire to have said property, or any part thereof, valued, the parties shall immediately proceed to endeavor to agree upon such value and if such agreement be reached the Lessor shall pay to the Lessee the agreed value of such of said property

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as the Lessor may desire to purchase, within the period of thirty (30) days next following the date of such agreement; and upon failure of the Lessor to make such payment within such period, Lessee shall have the right to remove said property within the time aforesaid.

In the event of the failure of the parties to agree upon such value, the same shall be determined by two disinterested persons, one to be chosen by each of the parties hereto. In case of disagreement between the two persons so chosen they shall appoint a third, and the three thus selected, or a majority of them, shall value such of said buildings, structures and improvements as the Lessor may direct. If the Lessor shall within the period of thirty (30) days from said determination of such value pay to the Lessee such value of such property as the Lessor may desire to purchase, the same shall become the property of the Lessor. If the Lessor shall fail to make said payment for said property or any part thereof the Lessee shall have the right to remove the same within the time aforesaid.

Any property purchased by the Lessor under the provisions of this paragraph shall be left by the Lessee upon the leased premises. All property of the Lessee not removed from the leased premises within the appropriate period as above specified shall become the property of the Lessor.

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(17) It is mutually agreed between the parties hereto that said Agreement of Lease, made the 24th day of April, 1912, between Sunday Creek Company and United Fuel Gas Company and Kanawha & Hocking Coal & Coke Company, and said Supplemental Agreement made December 11, 1916, between said Kanawha & Hocking Coal & Coke Company and said United Fuel Gas Company, be and each of them is hereby terminated as of the 1st day of January, 1943 (instead of upon the expiration of the term thereof on July 1, 1944). And said Kanawha & Hocking Coal & Coke Company, Lessor, hereby acknowledges payment of all rental and royalties due or owing to it on said 1st day of January, 1943, under said Agreement of April 24, 1912, and December 11, 1916, or either thereof, and said Lessor hereby releases, discharges and acquits said United Fuel Gas Company, Lessee, from all liability, obligation or claims for said rental and royalties.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be signed and their corporate seals to be affixed hereto by their proper officers thereunto duly authorized, all in duplicate, as of the day and year first above written.

KANAWHA & HOCKING COAL & COKE COMPANY,

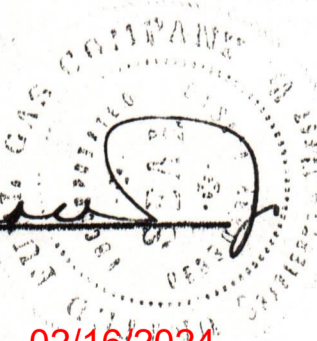
By John A. Jess
President.



Attest:
Frank Fritts
Secretary.

UNITED FUEL GAS COMPANY,

By [Signature]
President.



Attest:
[Signature]
Assistant Secretary.

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, G. Davis, a Notary Public
of said County, do certify that JOHN A. JESS, who signed
the writing hereto annexed, bearing date the 1st day of
January, 1943, for KANAWHA & HOCKING COAL & COKE COMPANY,
has this day in my said County, before me, acknowledged the
said writing to be the act and deed of said corporation.

Given under my hand and official seal this 8th
day of June, 1943.

My commission expires October 28, 1945

G. Davis
Notary Public.



STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, R. K. Talbot, a Notary Public
of said County, do certify that H. A. WALLACE, who signed
the writing hereto annexed, bearing date the 1st day of
January, 1943, for UNITED FUEL GAS COMPANY, has this day
in my said County, before me, acknowledged the said writing
to be the act and deed of said corporation.

Given under my hand and official seal this 9th
day of June, 1943.

My commission expires March 17, 1948

8:44

R. K. Talbot
Notary Public.



JUL -1 1943

West Virginia Kanawha County Court Clerk's Office
This Instrument was this day presented to me in my office, and there-
upon, together with the Certificate thereto annexed, is admitted to
record.

Teste:

B 25.

Paul E. Talbot
Kanawha County Court

02/16/2024