



FORM IV-2
(Obverse)
(12-81)

Date: AUG. 27, 19 82

Operator's
Well No. KENNEDY # 2

API Well No. 47 - 085 - 5854

State County Permit

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

WELL TYPE: Oil xx / Gas xx /
(If "Gas", Production xxxx / Underground storage / Deep / Shallow /)

LOCATION: Elevation: 857' Watershed: LAMB RUN
District: MURPHY County: RITCHIE Quadrangle: SMITHVILLE 7.5'

WELL OPERATOR B & L OIL CO.

DESIGNATED AGENT C. JO MCCRADY

Address 1420 7th st
PARKERSBURG, WV 26101

Address 1420 7th st
PARKERSBURG, WV 26101

OIL & GAS
ROYALTY OWNER FLORENCE KENNEDY, AND

Address DEAN & ALTA BRENTON
4938 RELLEUM AVE.

Acreage 293 CINCINNATI, OH 45201

COAL OPERATOR

Address n/a

SURFACE OWNER ROYDEN ZINN

Address NEWBERNE, WV 26409

Acreage 293

COAL OWNER(S) WITH DECLARATION ON RECORD:

Name

Address n/a

Name

Address

FIELD SALE (IF MADE) TO:

Address

COAL LESSEE WITH DECLARATION ON RECORD:

Name

Address n/a

OIL & GAS INSPECTOR TO BE NOTIFIED

Name SAMUEL. N. HERSMAN

Address P O BOX 66

SMITHVILLE, WV 26178

The undersigned well operator is entitled to operate for oil or gas purposes at the above location under a deed / lease xx
other contract / dated MARCH 2, 19 61, to the undersigned well operator from FLORENCE KENNEDY,
MAY BRENTON

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

Recorded on NOV. 19, 19 73, in the office of the Clerk of the County Commission of RITCHIE County, West
Va., in Book 93 at page 265. A permit is requested as follows:

PROPOSED WORK: Drill xxx / 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.

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 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.

PLEASE SUBMIT COPIES OF ALL
GEOPHYSICAL LOGS DIRECTLY
TO:

WEST VIRGINIA OIL AND GAS
CONSERVATION COMMIS-
SION
1615 WASHINGTON STREET EAST
CHARLESTON, WV 25311

TELEPHONE: (304) 348-3092

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OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

BLANKET BOND

B & L OIL CO.

Well Operator

By C Jo McCrady

Its DESIGNATED AGENT

file

PROPOSED WORK ORDER

THIS IS AN ESTIMATE ONLY:
ACTUAL INFORMATION MUST BE SUBMITTED ON FORM IV-35 UPON COMPLETION

DRILLING CONTRACTOR (IF KNOWN) B & L OIL CO.

Address 1420 7th st
PARKERSBURG, WV 26101

GEOLOGICAL TARGET FORMATION, MARCELLUS SHALE

Estimated depth of completed well, 5800 feet Rotary xxx / Cable tools /

Approximate water strata depths: Fresh, 2100 feet; salt, feet.

Approximate coal seam depths: n/a Is coal being mined in the area? Yes / No xxx /

CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS			New	Used	FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft			For drilling	Left in well		
Conductor	1 3/4	J55				350	350	CTS	Kinds
Fresh Water									Sizes
Coal									Depths set
Intermediate	8 5/8	J55	24 1/2	x		1057	1057	to surface	
Production	4 1/2	J55	10.5	x			5800	500 sks.	
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 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.

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.

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 5-6-83
BY [Signature]

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
OIL AND GAS DIVISION
WV DEPARTMENT OF MINES
PLATLET BOND
SEP 1 1983

12

B & L OIL COMPANY



1420 Seventh Street
Parkersburg, WV 26101
(304) 424-5220

ROYALTY PROVISION

KENNEDY # 2

RITCHIE CO.

MURHPY DIST.

FLORENCE E. KENNEDY receives $1/2$ of $1/8$ R.I.

DEAN & MAY ALTA BRENTON receives $1/2$ of $1/8$ R.I.

B & L OIL CO. receives $7/8$ of $8/8$ W.I.

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WV DEPARTMENT OF MINES

AS

AFFIDAVIT OF ROYALTY PAYMENT

LEASE NAME: FLORENCE KENNEDY, MAY BRENTON
MINERAL OWNER: SAME
WELL NAME: KENNEDY # 2

I, C. JO MCCRADY (the above designated owner or operator, or authorized representative thereof) hereby verifies that the owner or owners of the mineral estate upon which this proposed well is to be located will receive minimum one-eighth (1/8) royalty payments for any gas or oil extracted therefrom. Copies of the 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, co-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.

Signed: C. Jo McCrady
(Owner, Operator, or Authorized Repr.)

Notary: Bruce E. Dool (Signed)
My Commission expires JUNE 3, 1991

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WV DEPARTMENT OF MINES



DATE AUGUST 18, 1982

WELL NO. KENNEDY #2

API NO. 47 - 085 - 5854

State of West Virginia

Department of Mines
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME B & L OIL CO.
Address 1420 7th st. PARKERSBURG, WV
Telephone 304-424-5220 26101

DESIGNATED AGENT C. JO MCCRADY
Address 1420 7th st, PARKERSBURG, WV
Telephone 304-424-5220 26101

LANDOWNER ROYDEN ZINN

SOIL CONS. DISTRICT LITTLE KANAWHA

Revegetation to be carried out by C. JO MCCRADY (Agent)

This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 8-26-82

(Date)
Janett Newton
(SCD Agent)

ACCESS ROAD

LOCATION

Structure CROSS DRAINS (A)
Spacing 250' AT 2% 135' AT 5% 60' AT 15%
Page Ref. Manual 2-4

Structure None (1)

Structure OPEN DRAIN (B)
Spacing _____
Page Ref. Manual 2-12

Structure _____ (2)

Structure _____
Spacing _____
Page Ref. Manual _____

Page Ref. Manual _____

Structure _____ (3)

Material _____

Page Ref. Manual _____

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

REVEGETATION

Treatment Area I

Treatment Area II

Lime _____ Tons/acre
or correct to pH 6.5
Fertilizer 500 lbs/acre
(10-20-20 or equivalent)
Mulch hay or straw 1.5 Tons/acre
Seed* KY 31 40 lbs/acre
REDTOP 5 lbs/acre
LADINO CLOVER 3 lbs/acre
TIMOTHY 6

Lime _____ Tons/acre
or correct to pH 6.5
Fertilizer 500 lbs/acre
(10-20-20 or equivalent)
Mulch hay or straw 1.5 Tons/acre
Seed* KY 31 40 lbs/acre
REDTOP 5 lbs/acre
LADINO CLOVER 3 lbs/acre
TIMOTHY 6

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

PLAN PREPARED BY NEAL HUGHES

ADDRESS RT 1 BOX 2
BEREA, WV 26327

PHONE NO. 304-659-2378

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

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

LEGEND

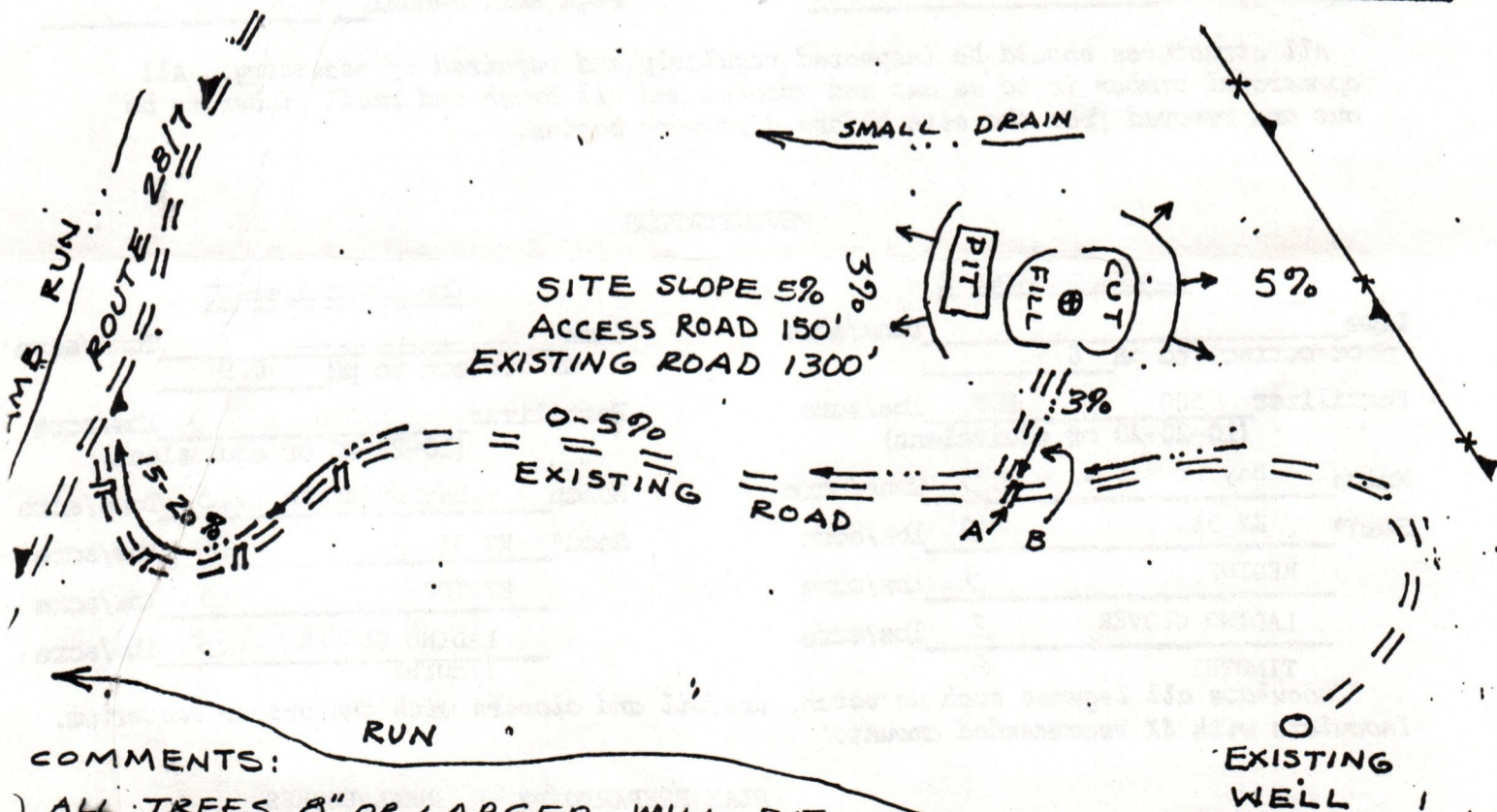
Well Site ⊕

Access Road ———



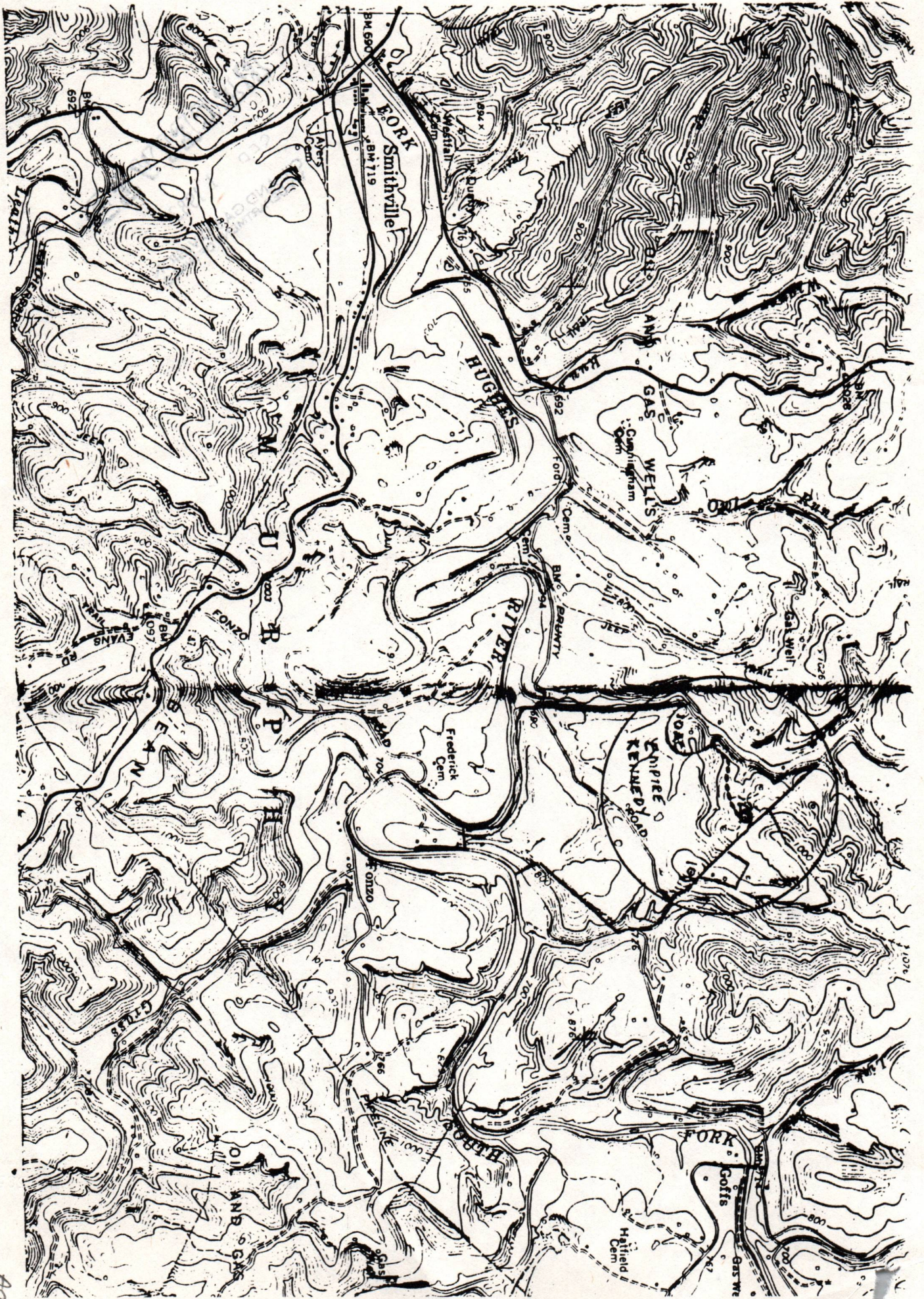
LEGEND

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



COMMENTS:

- 1) ALL TREES 8" OR LARGER WILL BE CUT AND STACKED. ALL OTHER BRUSH BURNED. WELL SITE IS WOODED.



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WV DEPARTMENT OF MINES

1. CHAIN OF TITLE:

(1) By deed dated December 11, 1849, and of record in Deed Book 2 at page 356, 295 acres to Benjamin Webb, now deceased.

(2) Benjamin Webb (deceased), by will dated August 29, 1861, and of record in Will Book 1 at page 508, to Minerva F. Webb (married John P. Kennedy on January 11, 1866). Minerva Kennedy died on October 28, 1874.

(3) By deed dated June 6, 1907, and of record in Deed Book 58 at page 462, John P. Kennedy conveyed to W. E. Kennedy, one-half interest in 293 acres, and to C. F. Kennedy, one-half interest in 293 acres.

(4) By deed dated November 7, 1939, and of record in Deed Book 107 at page 192, Heirs of W. E. Kennedy (deceased approximately 1946).

(5) By will dated October 4, 1944, and of record in Will Book 5 at page 555, Charles F. Kennedy to Florence Kennedy, one-half interest in 293 acres, and to May Alta Kennedy Brenton, one-half interest in 293 acres.

(6) By deed dated May 13, 1946, and of record in Deed Book 116 at page 164, Florence Kennedy and May Alta Kennedy Brenton conveyed to Flossie Brady, 293 acres, reserving all gas, oil, and mineral rights.

(7) By deed dated April 19, 1952, and of record in Deed Book 127 at page 331, Flossie Brady conveyed 293 acres to L. W. Davis.

(8) By deed dated September 9, 1964, and of record in Deed Book 150 at page 164, L. W. Davis conveyed to Roydon S. Zinn, 293 acres.

OWNERSHIP:

(1) Ownership of the oil and gas existing as of this date are Florence E. Kennedy, widow, and May Alta and Dean T. Brenton, husband and wife.

(2) Surface owners are Royden S. Zinn, Jr. and Pauline P. Zinn, husband and wife.

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DEPARTMENT OF MINES

4910

MINERAL CONSULTANTS

TO: Colorado Empire Drilling Co.
1420 Seventh St.
Parkersburg, WV 26101

The undersigned does hereby report that the following is an apparent record or status of a cursory title to the following described lands situated in Ritchie County, State of West Virginia, according to the indices in the office of the Clerk of the County Commission of said Ritchie County, West Virginia, to-wit:

SURFACE OWNER: Royden S. Zinn, Jr. and Pauline P. Zinn, husband and wife

MINERAL HOLDER: Florence E. Kennedy, widow, and Dean T. and May Alta Brenton, husband and wife

OIL & GAS LEASES:

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OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

The above memorandum is furnished merely as a matter of information and is not an abstract nor guaranty of title. Such findings do not constitute a legal opinion.

Dated at _____ this _____ day of _____, 19____.

MINERAL CONSULTANTS

BY: Michael J. Spencer

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OIL AND GAS LEASE

CCD 1 1982

AGREEMENT, made and entered into this 18th day of February, 1973

OIL AND GAS DIVISION DEPARTMENT OF MINES

by and between May Kennedy Brenton and Dean Brenton, her husband, 4938 Bellum Avenue, Cincinnati, Ohio 45238

1 party of the first part, hereinafter called Lessor (whether one or more), and Paul Bergell Bay 4312, Parkersburg, W. Va. party of the second part, hereinafter called Lessee;

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey

the above named products therefrom or thereto by pipe lines or otherwise; said land being situate in Murphy Township, County of Ritchie, State of West Virginia, and described as follows, to-wit: Bounded on the NORTH by lands of J. W. Tibbs & J. Daugherty, EAST by lands of R. H. Wilson, SOUTH by lands of Hughes River, WEST by lands of Eugene Baker and containing Two Hundred Twenty Three (293) acres, more or less. It being the intention to describe herein all of the lands of the lessor located in the Township or District aforesaid.

2. It is agreed that this lease shall remain in force for a term of One year from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor the equal one-eighth (1/8) part of all gas produced and sold from the premises, payable quarterly; provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each gas well while, through lack of market, gas therefrom is not sold or used off the premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations on the premises on or before February 18, 1974, or pay thereafter a rental of this lease shall terminate for each month that operations are delayed from the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to May Kennedy Brenton direct, or by check payable to his (or her) order mailed to 4938 Bellum Ave., Cincinnati, Ohio 45238 and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ten days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights of way necessary to store and produce such stored gas. No full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of \$100.00 per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to utilize this lease with other leases to form a drilling unit or units of any size up to 80 acres for development of the well. In the event this lease is so utilized, the Lessee agrees to accept, in lieu of the royalty hereinafter provided, each proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed 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 any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force during the exploration of the well and the production of the well. If the well is abandoned, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

This lease embodies the entire contract and agreement between Lessor and Lessee, and no warranties, representations, promises or inducements not herein expressed have been made or relied upon by either party. The terms, conditions and stipulations hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS:

Paul Brazell
Willa Brazell

May Kennedy Brenton (SEAL)
Dean T. Brenton (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

This lease was prepared by Paul Brazell
WEST VIRGINIA ACKNOWLEDGMENT

STATE OF Ohio
COUNTY OF Hamilton

To-wit:

I, Susan J. Bell, a Notary Public of said County, do hereby certify that May Kennedy Brenton and Dean Brenton, her husband whose names are signed to the within writing bearing date the 18th day of February, 19 73 has he this day acknowledged the same before me in my said County.

Given under my hand this 18th day of February, 19 73
Susan J. Bell
Notary Public

SUSAN J. BELL

My Commission expires Notary Public, Hamilton County, Ohio
My Commission Expires May 25, 1975

WEST VIRGINIA ACKNOWLED

STATE OF WEST VIRGINIA
COUNTY OF _____

To-wit:

I, _____, a Notary Public of said County, do hereby certify that _____ whose name _____ signed to the within writing bearing date the _____ day of _____, 19 _____ has _____ this day acknowledged the same before me in my said County.

Given under my hand this _____ day of _____, 19 _____

OHIO ACKNOWLEDGMENT

STATE OF OHIO,
COUNTY OF _____

SS.

Before me, a Notary Public in and for said county, personally appeared the _____ that _____ he _____ did sign the foregoing instrument, and that the same is _____ whereof I have hereunto subscribed my name at _____ day of _____, 19 _____

My Commission expires _____

STATE OF WEST VIRGINIA,

Ritchie County Clerk's Office,

The foregoing writing, with the certificate of acknowledgment thereto, was this day admitted to record in said office

March 8th 19 73

Teste: Sandra B. May Clerk

19 _____
acknowledged
In testimony

Oil and Gas Lease

Globe Form 100

(Form CC No. 1

RECORDING DATA:

Term _____
County _____ State _____

Filed and admitted to record in the _____ of the Clerk of the County Court of _____ County, W. Va. _____ MAR - 8 1973
19.....at.....o'clock...
Recorded in...
Book No. 111 Page 117.
Teeter: Wanda Q. Mays

GLOBE PRINTING AND BINDING CO., PARKERSBURG, W. VA. GAY BRAZELL

STATE OF WEST VIRGINIA

OFFICE OF OIL AND GAS

NOTICE OF EXPIRED PERMIT

RECEIVED
NOV 12 1985

DIVISION OF OIL & GAS
DEPARTMENT OF ENERGY

Permit number: 47-85-5854
Company: B & L OIL CO
Date: 27-Nov-84
Date issued: 9/06/82

County: RITCHIE
Farm: ROYDEN ZINN JR
Well no.:
Date expired: / / 0

#2

I have inspected the above wellsite and found no well work done. Please
cancel this well work permit.

Signed: Samuel N. Hersman

Date: 11-8-85



STATE OF WEST VIRGINIA
 DEPARTMENT OF ENERGY
 DIVISION OF OIL AND GAS
 1615 Washington Street, East
 Charleston, West Virginia 25311
 Telephone: 348-3500
 November 20, 1985

John Johnston
 Director

ARCH A. MOORE, JR.
 Governor

B & L Oil Company
 409½ Market Street
 Parkersburg, West Virginia 26101

In Re: Permit No: 47-085-5854
 Farm: Royden Zinn
 Well NO: Kennedy #2
 District: Murphy
 County: Ritchie
 Issued: 9-06-82

Gentlemen:

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

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

 Please return the enclosed cancelled single bond which covered the well designated by the above captioned permit number to the surety company that 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 22B, Article 1, Section 26, the above captioned well will remain under bond coverage for life of the well.

XXXX PERMIT CANCELLED - NEVER DRILLED

Respectively,

Theodore M. Streit
 Deputy Director--Inspection & Enforcement

TMS/ nw

278
Line D

STATE OF WEST VIRGINIA)

COUNTY OF RITCHIE)

THIS ASSIGNMENT, Made this 13th day of January, 1964, by and between C. W. KELLY, hereinafter called Assignor, and FERRELL L. PRIOR, dba PRIOR OIL COMPANY, hereinafer called Assignee.

WITNESSETH: That for and in consideration of the sum of Five (\$5.00) Dollars, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Assignor does hereby assign, set over, transfer, deliver and convey unto the Assignee, all of his right title and interest in and to a certain oil and gas lease of two hundred ninety-three (293) acres, which said lease is more particularly described as follows:

Subject
to or

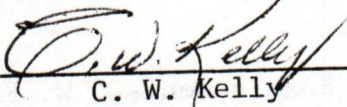
Situate in Murphy District, Ritchie County, West Virginia, on the waters of Lambs Run of Hughes River, and bounded on the North by the J. W. Tibbs and Jacob Daugherty property; and on the East by the B. W. Wilson property; and on the South by the Hughes River; and on the West by the Eugene Barker property, and being the same property leased unto Edwin C. Meredith by Florence E. Kennedy, widow, and May Brenton, which said lease is of record in the Office of the Clerk of the County Court of Ritchie County, West Virginia, in Lease Book No. 93, at page 265,

insofar as, and only insofar as, said lease covers ten (10) acres in and around the Kennedy Heirs Well #1, said ten (10) acre tract being in the form of a square as near as practical, with the well in the center thereof.

As a part hereof the Assignor also transfers all of his right, title and interest in and to a certain oil and gas well situate upon the said property and all the fixtures and equipment appurtenant thereto unto the Assignee.

This assignment is subject to all the terms and provisions of said lease described above as well as intervening assignments of same.

WITNESS the following signature and seal:


C. W. Kelly (SEAL)

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SEP 1 1982

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

STATE OF WEST VIRGINIA

COUNTY OF WOOD

I, Irene M. Cotter, a Notary Public in and for the County and State aforesaid, do hereby certify that C. W. KELLY, whose name is signed to the foregoing writing, bearing date the 13th day of January, 1964, has this day acknowledged the same before me in my said county.

Given under my hand this 13th day of January, 1964.

Irene M. Cotter

Notary Public

My commission expires:

August 13, 1973.

Assignment-C. W. Kelly to Ferrell L. Prior, dba Prior Oil Company-1/13/64-10 acres surrounding Kennedy Heirs Well #1.

State of West Virginia, January 30th, 1964
Ritchie County Court Clerk's Office,

27

The foregoing writing, with the certificate of acknowledgement thereto, was this day admitted to record in said office.

RECEIVED
JAN 30 1964
OIL AND GAS DIVISION
WEST VIRGINIA DEPARTMENT OF MINES

Teste: *Linda B. Wray* Clerk.

COUNTY OF RITCHIE I

THIS ASSIGNMENT, Made this 13th day of January, 1964, by and between C. W. KELLY, hereinafter called Assignor, and FERRELL L. PRIOR, dba PRIOR OIL COMPANY, hereinafter called Assignee.

WITNESSETH: That for and in consideration of the sum of Five (\$5.00) Dollars, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Assignor does hereby assign, set over, transfer, deliver and convey unto the Assignee, all of his right, title and interest in and to a certain oil and gas lease of two hundred ninety-three (293) acres, which said lease is more particularly described as follows:

Situate in Murphy District, Ritchie County, West Virginia, on the waters of Lambs Run of Hughes River, and bounded on the North by the J. W. Tibbs and Jacob Daugherty property; and on the East by the B. W. Wilson property; and on the South by the Hughes River; and on the West by the Eugene Barker property, and being the same property leased unto Edwin C. Meredith by Florence E. Kennedy, widow, and May Brenton, which said lease is of record in the Office of the Clerk of the County Court of Ritchie County, West Virginia, in Lease Book No. 93, at page 265,

*all but
10 A &
by P.R.*

save and except the ten (10) acres in the form of a square, as near as practical, with the Kennedy Heirs Well #1 in the center thereof.

This assignment is subject to all the terms and provisions of said lease described above as well as intervening assignments of same.

WITNESS the following signature and seal:

C. W. Kelly (SEAL)
C. W. Kelly

STATE OF WEST VIRGINIA

COUNTY OF WOOD

I, Irene M. Cotter, a Notary Public in and for the County and State aforesaid, do hereby certify that C. W. KELLY, whose name is signed to the foregoing writing, bearing date the 13th day of January, 1964, has this day acknowledged the same before me in my said county.

Given under my hand and seal this 13th day of January, 1964.

Irene M. Cotter
Notary Public

My commission expires:
August 13, 1973

RECEIVED

SEP 1 1982

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

Return: Prior Oil Company,
720 Union Trust Bldg.
Parkersburg, W. Va.

Filed and admitted to record in the office
of the Clerk of the County Court of Ritchie
County, W. Va. **JAN 30 1964**

19.....at.....o'clockM

Recorded in *Lead*

Book No. *181* Page *279*

Teste: *A. L. ...* *M. B. ...*
Ma Clerk

RECEIVED

STATE OF WEST VIRGINIA)
COUNTY OF RITCHIE)

THIS ASSIGNMENT, Made and entered into this the 21st day of April, 1964, by and between FERRELL L. PRIOR, hereinafter called Assignor, and CHARLES R. SHERMAN, hereinafter called Assignee,

WITNESSETH: That for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration this day paid to Assignor by Assignee, the receipt of all of which is hereby acknowledged, the said Assignor does hereby sell, assign, transfer, set over, convey and assign unto Assignee an undivided three-eighths (3/8ths) working interest in and to that certain lease for oil and gas purposes, and the leasehold estate to be created, situated in Murphy District, Ritchie County, State of West Virginia, and more particularly described as follows:

That certain lease for oil and gas purposes by and between Florence E. Kennedy, et al and Edwin C. Meredith, and subsequently assigned to Ferrell L. Prior; said lease containing 295 acres, more or less, and bounded as follows: On the North by lands of J. W. Tibbs and Jacob Daugherty, on the East by lands of B. W. Wilson, on the South by the Hughes River, and on the West by lands of Eugene Barker; said lease being of record in the Office of the Clerk of the County Court, Ritchie County, State of West Virginia, in Deed Book 93, Page 265.

This assignment is made subject to all of the rentals, royalties, terms conditions and provisions set out in and being a part of the original oil and gas lease hereinabove mentioned and described, as well as assignments of same.

This assignment is also subject to the assignment heretofore made to Assignee covering the Kennedy Well #1.

It is further understood and agreed that Assignee has complete control over the sale of his portion of the oil and/or gas produced from said lease and that he may direct the disposition to be made thereof.

It is further understood and agreed that this development shall be considered a joint-venture and that all obligations hereunder shall be limited to those matters which relate directly to the drilling, development and operation of the above described lease and leasehold estate; It being further understood and agreed that Assignee shall file such necessary data with the United States Internal Revenue Service as may be required to exclude this venture entirely from being classified as a partnership under Sub-Chapter K of the 1954 Internal Revenue Code.

RECEIVED

SEP 1 1982

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

Original Mailed to FLP 4/28/64

Bh/02-

STATE OF WEST VIRGINIA)
COUNTY OF RITCHIE)

THIS ASSIGNMENT, Made and entered into this the 21st day of April, 1964, by and between FERRELL L. PRIOR, hereinafter called Assignor, and GOYER REALTY COMPANY, hereinafter called Assignee,

WITNESSETH: That for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration this day paid to Assignor by Assignee, the receipt of all of which is hereby acknowledged, the said Assignor does hereby sell, assign, transfer, set over, convey and assign unto Assignee an undivided three-eighths (3/8ths) working interest in and to that certain lease for oil and gas purposes, and the leasehold estate to be created, situated in Murphy District, Ritchie County, State of West Virginia, and more particularly described as follows:

That certain lease for oil and gas purposes by and between Florence E. Kennedy, et al and Edwin C. Meredith, and subsequently assigned to Ferrell L. Prior; said lease containing 295 acres, more or less, and bounded as follows: On the North by lands of J. W. Tibbs and Jacob Daugherty, on the East by lands of B. W. Wilson, on the South by the Hughes River, and on the West by lands of Eugene Barker; said lease being of record in the Office of the Clerk of the County Court, Ritchie County, State of West Virginia, in Deed Book 93, Page 265.

This assignment is made subject to all of the rentals, royalties, terms conditions and provisions set out in and being a part of the original oil and gas lease hereinabove mentioned and described, as well as assignments of same. This assignment is also subject to the assignment heretofore made to Assignee covering the Kennedy Well #1.

It is further understood and agreed that Assignee has complete control over the sale of his portion of the oil and/or gas produced from said lease and that he may direct the disposition to be made thereof.

It is further understood and agreed that this development shall be considered a joint-venture and that all obligations hereunder shall be limited to those matters which relate directly to the drilling, development and operation of the above described lease and leasehold estate; it being further understood and agreed that Assignee shall file such necessary data with the United States Internal Revenue Service as may be required to exclude this venture entirely from being classified as a partnership under Sub-Chapter K of the 1954 Interna

RECEIVED
Revenue Code.

SEP 1 1982

OIL AND GAS DIVISION
DEPARTMENT OF MINES

Original mailed to FLP 4/28/64

Bl 102-19-86

THIS ASSIGNMENT, Made this 13th day of January, 1964,
by and between FRANKLIN D. BARKER and E. E. BARKER, as parties
of the first part, and C. W. KELLY, as party of the second
part.

✓
WITNESSETH: That for and in consideration of the sum
of Five (\$5.00) Dollars, and other good and valuable considera-
tions, the receipt of all of which is hereby acknowledged, the
said parties of the first part do hereby assign, set over,
transfer, deliver and convey unto the party of the second part
all of their right, title and interest in and to a certain oil
and gas lease of two hundred ninety-three (293) acres, which
said lease is more particularly described as follows:

1/13/64
1/13/64
Situat in Murphy District, Ritchie County, West
Virginia, on the waters of Lambs Run of Hughes River,
and bounded on the north by the J. W. Tibbs and Jacob
Daugherty property; and on the east by the B. W. Wilson
property; and on the south by the Hughes River; and on
the west by the Eugene Barker property, and being the
same property leased unto Edwin C. Meredith by Florence
E. Kennedy, widow, and May Brenton, which said lease
is of record in the Office of the Clerk of the County
Court of Ritchie County, West Virginia, in Lease Book
No. 93, at page 265.

✓
The parties of the first part reserve unto themselves
their heirs and assigns an overriding royalty interest of one-
thirty-second (1/32nd) of seven-eighths (7/8ths) of all oil
and/or gas production from the land covered by the above
described lease.

✓
As a part hereof the said parties of the first part
also transfer all of their right, title and interest in and to
a certain oil and gas well situate upon the said property and
all the fixtures and equipment appurtenant thereto unto the

RECEIVED

SEP 1 1982

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

said party of the second part.

WITNESS the following signatures and seals:

Franklin D. Barker (SEAL)
Franklin D. Barker

E. E. Barker (SEAL)
E. E. Barker

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

I, Shirley Lange Coe, a Notary Public in and for the County and State aforesaid, do hereby certify that FRANKLIN D. BARKER and E. E. BARKER, whose names are signed to the foregoing writing, bearing date the 13th day of January, 1964, have each this day acknowledged the same before me in my said County.

Given under my hand this 13th day of January, 1964.

My commission expires March 19, 1968

Shirley Lange Coe
Notary Public in and for Wood County,
West Virginia

STATE OF WEST VIRGINIA,

(FORM CC No. 1)

Ritchie County Court Clerk's Office, January 18th 1964....

The foregoing writing, with the certificate of acknowledgement thereto, was this day admitted to record in said office.

RECEIVED

Teste: Linda B. Mize Clerk.

SEP 1 1982
OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

FRANKLIN D. BARKER and
E. E. BARKER

TO

C. W. KELLY

Return: Prior Oil Co., pkgs. 1 & 2
20 Union Trust Bldg., Parkersburg, Va.
ASSIGNMENT

Filed and admitted to record in the office
of the Clerk of the County Court of Ritchie
County, W. Va. **JAN 18 1964**

19.....at.....o'clock.....M

Recorded in *H. Gustke*

Book No. *111* Page *333*

Teste: *Franklin D. Barker*
E. E. Barker
Clerk

LAW OFFICES

HARDMAN AND GUSTKE

CITIZENS BANK BUILDING
PARKERSBURG, WEST VIRGINIA

RECEIVED
SEP 1 1963
OIL AND GAS DIVISION
DEPARTMENT OF MINES

THIS ASSIGNMENT, Made this 16th day of December 1963, by and between EDWIN C. MEREDITH, as party of the first part, and FRANKLIN D. BARKER and E. E. BARKER, as parties of the second part.

WITNESSETH: That for and in consideration of the sum of Five (\$5.00) Dollars, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part does hereby assign, set over, transfer, deliver and convey unto the parties of the second part all of his right, title and interest in and to a certain oil and gas lease of two hundred ninety-three (293) acres, which said lease is more particularly described as follows:

Situate in Murphy District, Ritchie County, West Virginia, on the waters of Lambs Run of Hughes River, and bounded on the north by the J. W. Tibbs and Jacob Daugherty property; and on the east by the B. W. Wilson property; and on the south by the Hughes River; and on the west by the Eugene Barker property, and being the same property leased unto the party of the first part by Florence E. Kennedy, widow, and May Brenton, which said lease is of record in the Office of the Clerk of the County Court of Ritchie County, West Virginia, in Lease Book No. 93, at page 265.

As a part hereof the said party of the first part also transfers all of his right, title and interest in and to a certain oil and gas well situate upon the said property and all the fixtures and equipment appurtenant thereto unto the said parties of the second part.

WITNESS the following signature and seal:

 (SEAL)
Edwin C. Meredith

RECEIVED

SFP 1 1982

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

STATE OF West Virginia,
COUNTY OF Wood, TO-WIT:

I, Shiley George Cae, a Notary Public in
and for the County and State aforesaid, do hereby certify that
EDWIN C. MEREDITH, whose name is signed to the foregoing writing,
bearing date the 16th day of December 1963, has this
day acknowledged the same before me in my said County.

Given under my hand this 16th day of December,
1963.

My commission expires March 19, 1968

Shiley George Cae
Notary Public in and for the County
and State aforesaid

RECEIVED

-2-

CEC 1 1982

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

EDWIN C. MEREDITH

TO

FRANKLIN D. BARBER

ASSIGNMENT

Return: Prior Oil Co.,
720 Union Trust Bldg.
Parkersburg, W. Va.

Filed and admitted to record in the office
of the Clerk of the County Court of Ritchie
County, W. Va. **JAN 16 1964** o'clock M

19 at
Recorded in
Book No. Page
Tester: Clerk

LAW OFFICES
HARDMAN AND GUSTKE
CITIZENS BANK BUILDING
PARKERSBURG, WEST VIRGINIA

RECEIVED

WV DEPARTMENT OF MINES
OIL AND GAS DIVISION
SEP 1 1983

OIL AND GAS DIVISION
MIDDESEX COUNTY DEPARTMENT OF REVENUE
1 1982

RECEIVED

XX

EDWARD R. HOLLAND

TO I I ASSIGNMENT

W. GEORGE KENNEDY

XX

SEE RELEASE BOOK

No. 33 PGE. 555

THIS DEED AND ASSIGNMENT, Made and entered into this 10th day of April, 1967, between EDWARD R. HOLLAND, party of the first part, and W. GEORGE KENNEDY, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars, in hand paid, and of other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant, sell, assign, transfer and set over, unto the said party of the second part,

g.w.ck. 5/1/67

subject to the exceptions, reservations, terms and conditions hereinafter contained, all of his right, title, interest, claim and estate in and to the following described leases for oil and gas purposes, leasehold rights, privileges and estates, wells and other property, to-wit:

FIRST: That certain lease for oil and gas purposes made by Florence E. Kennedy and others, to Edwin C. Meredith, bearing date on the 2nd day of March, 1961, of record in the office of the Clerk of the County Court of Ritchie County, West Virginia, in Lease Book No. 93, at page 265, by virtue of which there was leased for oil and gas purposes unto the said Lessee a certain lot, tract or parcel of land lying and being situate on the waters of Hughes River and Lamb Run, in the District of Murphy, County of

Mailed: James M. Powell, Atty - Parkersburg

Ritchie, State of West Virginia, containing 293 acres, more or less, fully described in said lease, to which said lease reference is here made for a more particular, complete and definite description of said parcel of land.

SECOND: That certain lease for oil and gas purposes made by A. H. Wilson and others, to Joseph V. Altier, bearing date on the 22nd day of May, 1964, of record in said Clerk's office in Lease Book No. 102, at page 288, by virtue of which there was leased for oil and gas purposes unto the said Lessee a certain lot, tract or parcel of land lying and being situate in the District of Murphy, County of Ritchie, State of West Virginia, containing 100 acres, more or less, fully described in said lease, to which said lease reference is here made for a more particular, complete and definite description of said parcel of land.

THIRD: That certain lease for oil and gas purposes made by Troy C. Smith and Dell Smith, his wife, to F. A. Deem, bearing date on the 14th day of May, 1956, of record in said Clerk's office in Lease Book No. 84, at page 385, by virtue of which there was leased for oil and gas purposes unto the said

situate on the waters of Chevauxdefrise, in the District of Union, County of Ritchie, State of West Virginia, containing 119 acres, more or less, fully described in said lease, to which said lease reference is here made for a more particular, complete and definite description of said parcel of land.

FOURTH: All of the right, title, interest, claim and estate of the said party of the first part in and to all of the leasehold rights, privileges and estates arising and created by virtue of all of said leases for oil and gas purposes, and all of his right, title, interest, claim and estate in and to all of the wells for oil and gas purposes that have been drilled upon said parcels of land under the terms of said leases for oil and gas purposes, and also all of his right, title, interest, claim and estate in and to all of the casing, pipe, pipelines, rigs, machinery, outfit, tubing, fixtures, devices, appliances, fittings, connections, separators and all other property used in connection with the operation of all of said wells and said leases for oil and gas purposes.

However, it is expressly understood and agreed between the parties hereto that this assignment is made and accepted sub-

ject to all of the exceptions, reservations, terms, conditions, royalties and all other provisions contained in all of said leases for oil and gas purposes, and further, that this assignment is also made and accepted subject to all of the terms and conditions contained in any and all contracts relating to the sale of oil and gas which may be produced from the premises hereinabove mentioned and described.

WITNESS the following signature.

Edward R. Holland
Edward R. Holland

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

I, Anne Riblett, a notary public in and for the county and state aforesaid, do hereby certify/^{that} EDWARD R. HOLLAND, whose name is signed to the foregoing writing bearing date the 10th day of April, 1967, has this day acknowledged the same before

The following return was prepared by the undersigned in accordance with the provisions of the Act of March 3, 1907, and is hereby certified to be true and correct.

Return made by the undersigned on the

April 11th 1908

at

STATE OF NEW YORK

WEST COAST DISTRICT

James Sprout, Westchester, West Virginia,
This district prepared by James M. Powell, Attorney at Law, 1001

County, West Virginia,
before me this 10th day of

My Commission expires June 3, 1911

Given under my hand and the Seal of said County, this 10th day of April, 1908.

me in my said county.

State of West Virginia,

Ritchie County ss:

I, Linda B. Maze, Clerk of the County Court of the County
and State aforesaid, do certify that the foregoing is a true copy
of a writing as appears of record in my office in Lease

Book No. 109, at page 191 thereof.

Given under my hand and seal of the said Court this 19th
day of November, 1973.

Linda B. Maze Clerk

Original Release RECEIVED
SERIAL RELEASE BOOK
NO. 30; PAR. 463

SFP 1 1982

Book 93
Pg 265

OIL AND GAS DIVISION
WARRANTS SECTION

154

THIS AGREEMENT, Made and entered into the 2nd day of March, 1961, by and between Mrs. Florence F. Kennedy, A widow and May A. Brenton, 4938 Relleum Avenue Cincinnati, Ohio

of the first part, hereinafter called the Lessor, and Edwin C. Meredith, party of the second part, hereinafter called the Lessee.

Witnesseth, That the Lessor in consideration of One Dollar in hand paid by the Lessee, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, hereby grants and warrants generally the title to all the oil and gas in and under, and grants, demises and leases with covenants of quiet possession, and of sole right to convey, all that certain tract of land herein after described, for the sole and only purpose of operating for and producing oil and gas, together with the rights of way and servitudes for pipe lines, structures, plants, drips, tanks, stations, telephone, telegraph and electric power lines, houses for gates, meters and regulators, and all other rights and privileges necessary, incident to and convenient for the economic operation, including the drilling of wells, of this land for oil and gas, with the right to use free oil, gas and water for such purposes and with the right of removing either during or after the term hereof all and any property and improvements placed or erected on the premises by Lessee; also with the right of operating as one entire tract, or subdividing the premises situate in Murphy District, Ritchie County, and State of West Virginia, on the waters of Hughes River & Lambs Run bounded and described as follows:

- On the North by lands of I. W. Tibbs and Jacob Daugherty
- On the East by lands of B. H. Wilson
- On the South by lands of Hughes River
- On the West by lands of Eugene Barker
- Containing 293 (Two hundred ninety-three) acres, more or less, reserving, however 200 feet from the building-- now on the premises, on which no well shall be drilled by either party except by mutual consent.

To have and to hold unto and for the use of the Lessee for the term of 5 years from this date, 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 herein after set forth.

IN CONSIDERATION OF THE PREMISES the said Lessee covenants and agrees: 1st — To deliver to the credit of the Lessor, their heirs or assigns, free of cost, in the pipe line to which said Lessee may connect its wells, a royalty of the equal one-eighth (1/8) part of all oil produced and saved from the leased premises; 2nd — To pay the equal one-eighth (1/8) of all money received from sale of gas from each and every gas well drilled on said premises, the product from which is marketed and used off the premises, said payment to be made within sixty days after commencing to market the gas therefrom as aforesaid and to be paid each three months thereafter while the gas from said well or wells is so marketed and used.

Said Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil or the delay rental

Citizens Bank Bldg; Parkersburg, W. Va. 2-11-1961.

RECEIVED

SEP 1 1985

OIL AND GAS DIVISION

STATE OF TEXAS, County of ...

...

...

be proportionate to the outstanding title, and payments thereafter to be made for such purposes shall be reduced in the same proportion. The leased premises may be fully and freely used by the Lessor for farming purposes, excepting such parts as are used by Lessee in operating hereunder.

The said Lessee covenants and agrees to pay a rental at the rate of One dollar per acre per year (\$73.25) dollars quarterly in advance, beginning in three months from this date, 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.

All payments hereunder may be direct to the Lessor, or deposited to credit or the credit of respective heirs or assigns in or by check payable and mailed to

May A. Brenton at 4938 Belleum Ave., Cincinnati, Ohio Post Office,

County, State of West Virginia, or in any of said methods to May A. Brenton who is hereby appointed agent to receive and receipt for the same.

Lessor may lay a line to any well producing gas only on said land or to second party's pipe line leading from said well to market, 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 and pipe line by the Lessee; the first two hundred thousand cubic feet of gas so taken in each year shall be free, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for by the Lessor at the current published local rates of the Lessee, and measurement and regulation shall be by meter and regulators set at the tap on the well or line. 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 reasonable rules and regulations of the Lessee published at such time relating to such use of gas.

It is further agreed that the Lessee shall have the right at any time to surrender this lease, or from time to time any part or parts of the leased land upon the payment of One (\$1.00) Dollar and all amounts due hereunder as to the land so surrendered, and thereafter the Lessee shall be released and discharged from all payments, obligations, covenants and conditions herein contained as to the land so surrendered, and this lease shall thereupon become null and void as to land in respect to which a surrender is made.

The Lessor agrees that the recordation of deed of surrender in the proper County, and deposit in the post office of a check payable as above provided for said last mentioned sum and all amounts then due hereunder, shall be and be accepted as full and legal surrender of Lessee's rights under this lease.

All terms, conditions, limitations and covenants between the parties hereto shall extend to their respective heirs, successors, personal representatives and assigns.

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

Witness:

Ellen Austing

Florence E. Kennedy

(Seal)

Darrell F. Traynor

May A. Brenton

(Seal)

(Seal)

(Seal)

mailed Orville L. Hardma

State of Ohio,

County of Hamilton, to-wit:

I, Dean T. Brenton, a Notary Public in and for said County and State, do certify that Florence E. Kennedy and May A. Brenton, whose names are signed to the writing above, acknowledged the same before me in my said County.


(N. P. Seal)

Signed: Dean T. Brenton
DEAN T. BRENTON, Notary Public
for State of Ohio
My commission expires July 5 1961.

State of West Virginia,

Ritchie County Court Clerk's Office, March 7th, 1961.

The foregoing writing, with the certificate of acknowledgment thereto, was this day admitted to record in said office.

Teste: , Clerk.

State of West Virginia,
Ritchie County ss:

I, Linda B. Maze, Clerk of the County Court of the County
and State aforesaid, do certify that the foregoing is a true copy
of a writing as appears of record in my office in Lease
Book No. 93, at page 265 thereof.

Given under my hand and seal of the said Court this 19th
day of November, 1973

Linda B. Maze
....., Clerk

70.101
279

|||||
C. W. KELLY
TO | | ASSIGNMENT
PRIOR OIL COMPANY
|||||

RECEIVED
SEP 1 1982
OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

STATE OF WEST VIRGINIA |
COUNTY OF RITCHIE |

THIS ASSIGNMENT, Made this 13th day of January, 1964, by and between C. W. KELLY, hereinafter called Assignor, and FERRELL L. PRIOR, dba PRIOR OIL COMPANY, hereinafter called Assignee.

WITNESSETH: That for and in consideration of the sum of Five (\$5.00) Dollars, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the Assignor does hereby assign, set over, transfer, deliver and convey unto the Assignee, all of his right, title and interest in and to a certain oil and gas lease of two hundred ninety-three (293) acres, which said lease is more particularly described as follows:

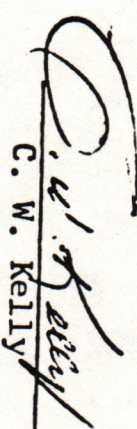
Situate in Murphy District, Ritchie County, West Virginia, on the waters of Lambs Run of Hughes River, and bounded on the North by the J. W. Tibbs and Jacob Daugherty property; and on the East by the B. W. Wilson

property; and on the South by the Hughes River; and on the West by the Eugene Barker property, and being the same property leased unto Edwin C. Meredith by Florence E. Kennedy, widow, and May Brenton, which said lease is of record in the Office of the Clerk of the County Court of Ritchie County, West Virginia, in Lease Book No. 93, at page 265,

save and except the ten (10) acres in the form of a square, as near as practical, with the Kennedy Heirs Well #1 in the center thereof.

This assignment is subject to all the terms and provisions of said lease described above as well as intervening assignments of same.

WITNESS the following signature and seal:



C. W. Kelly

(SEAL)

STATE OF WEST VIRGINIA

COUNTY OF WOOD

I, Irene M. Cotter, a Notary Public in and for the County and State aforesaid, do hereby certify that C. W. KELLY, whose name is signed to the foregoing writing, bearing date the 13th day of January, 1964, has this day acknowledged the same before me in my said county.

Given under my hand and seal this 13th day of January, 1964.
My commission expires:
August 13, 1973

Irene M. Cotter
Notary Public

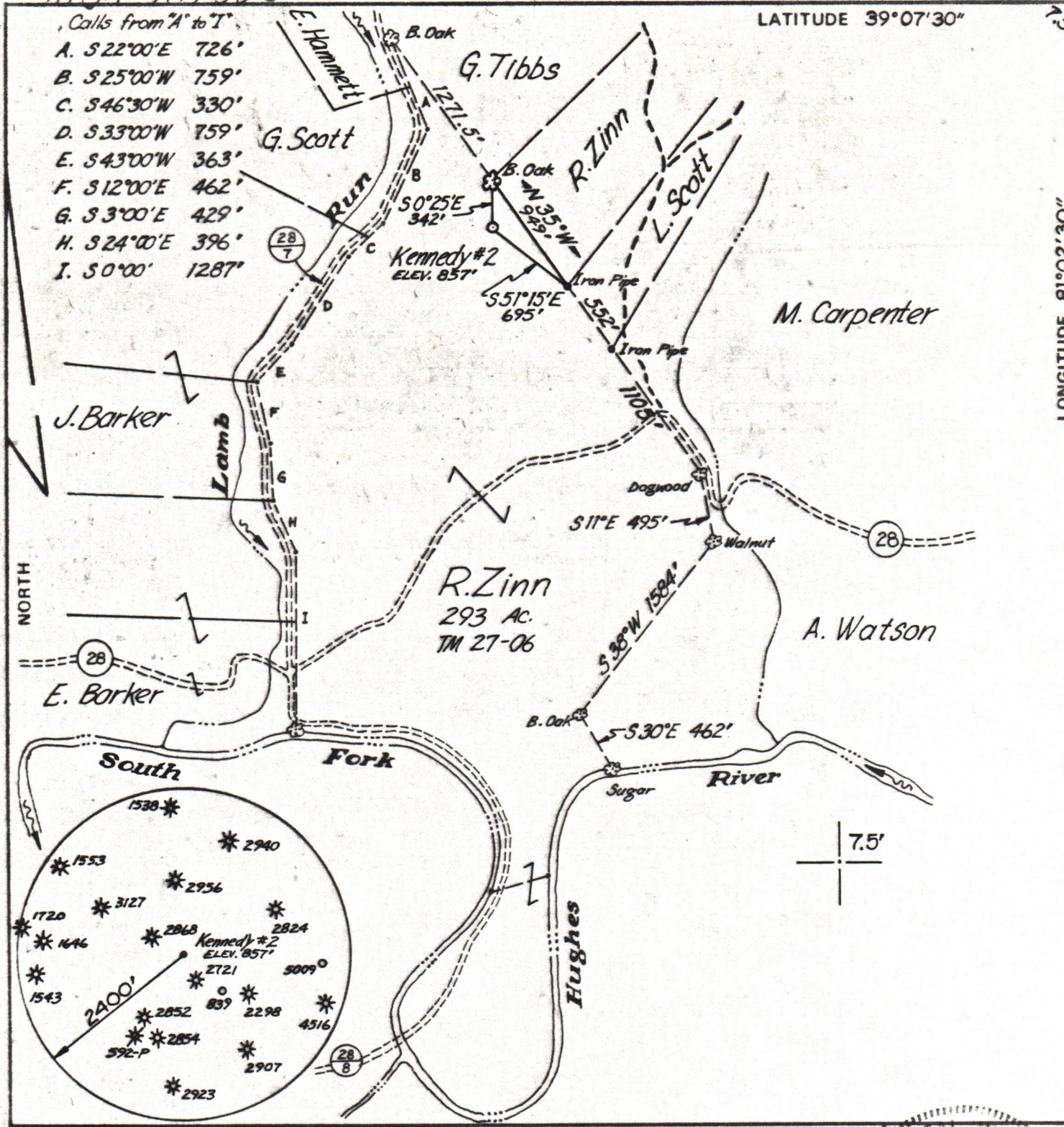
Mailed Free

M.J. 9/11/82

LATITUDE 39°07'30"

3550'

- Calls from "A" to "I"
- A. S 22°00'E 726'
 - B. S 25°00'W 759'
 - C. S 46°30'W 330'
 - D. S 33°00'W 759'
 - E. S 43°00'W 363'
 - F. S 12°00'E 462'
 - G. S 3°00'E 429'
 - H. S 24°00'E 396'
 - I. S 0°00' 1287'

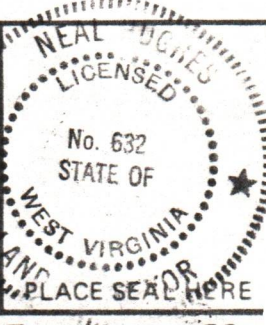


FILE NO. _____
 DRAWING NO. _____
 SCALE 1" = 1000'
 MINIMUM DEGREE OF ACCURACY 1:200
 PROVEN SOURCE OF ELEVATION USGS BM 794'

I THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF MINES.

(SIGNED) Neal Hughes
 Neal Hughes

R.P.E. _____ L.L.S. 632



STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 OIL AND GAS DIVISION



DATE August 27, 19 82
 OPERATOR'S WELL NO. KENNEDY #2
 API WELL NO. 47-085-5854
 STATE COUNTY PERMIT

(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS
 WELL TYPE: OIL GAS LIQUID INJECTION _____ WASTE DISPOSAL _____
 (IF "GAS,") PRODUCTION STORAGE _____ DEEP _____ SHALLOW _____
 LOCATION: ELEVATION 857' WATERSHED LAMB RUN
 DISTRICT MURPHY COUNTY RITCHIE
 QUADRANGLE SMITHVILLE (7.5')
 SURFACE OWNER ROYDEN ZINN, JR. ACREAGE 293
 OIL & GAS ROYALTY OWNER FLORENCE KENNEDY, DEAN BRENTON LEASE ACREAGE 293
 LEASE NO. _____
 PROPOSED WORK: DRILL CONVERT _____ DRILL DEEPER _____ REDRILL _____ FRACTURE OR STIMULATE _____ PLUG OFF OLD FORMATION _____ PERFORATE NEW FORMATION _____ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) _____
 PLUG AND ABANDON _____ CLEAN OUT AND REPLUG _____
 TARGET FORMATION MARCELLUS SHALE ESTIMATED DEPTH 5800'
 WELL OPERATOR B&L OIL COMPANY DESIGNATED AGENT C. JO MCCRADY
 ADDRESS 1420 7TH STREET ADDRESS 1420 7TH STREET
PARKERSBURG, W.VA. 26101 PARKERSBURG, W.VA. 26101

S = F =