

1)	Date:	October	14	, 1982
2)	Operator's Well No.	WK-164		
3)	API Well No.	47	085	5966
3		CL	0	D

(Obverse) (6-82)					n.		2)	Operator's Well No.	WK-164		
							3)	API Well No	. 47	085	5966
DRILLING CONT	TRACTOR:					Stures Little		radruna	State	County	Perm
Unknown			DI	TDAD'		OF MINES OF		VICION		tion and are	4
						OF MINES, OIL					
						AS WELL PERMI					
4) WELL TYPI						reacts all nar					
	B (If "	'Gas'', Pro	oduction .		ζ	/ Underground st	orage	/ De	ер	_/ Shallow	/)
5) LOCATION		tion:		drong	in the second	Watershed:			many Allian	- Wolferich	(67).
			lay		1000		tchie			Pennsbor	
6) WELL OPE		NEWSCHOOL STREET	ASSESSMENT OF THE OWNER.	Della Color Color Color	90/286	nore in tersion	I) DESIGNA		The Polyton Print, NAV	SERVICE OF COLUMN S.	t
Address			of the	100 May	ETHALLOWS A.C.	oni sis mani sa	Address		Box 1	BOOK TO SEE STATE OF THE STATE	201
7) 011 0 010	PICC	sburgi	PA	154	510					WV 26	
7) OIL & GAS ROYALTY (OWNER	Harve	V K. H	avmo	ond.	Ir.) COAL OB		ers Jocaco	low property	
Address			c. Rt.		mind,	mean company	2) COAL OP Address	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	nao amme	Before a p	-{0
. 1001 033			, WV	_	115	6	Address	פנוסלמוןי סו	Sopal num	Dato18.0337	
Acreage	606	WWW.				13	B) COAL OW	VNER(S) WIT	H DECLAR	ATION ON	RECOPD:
8) SURFACE C	WNER	illy B	. Harp	er				No Coal	II DECEM	ATTON ON	RECORD.
Address	ALCOHOLOGIC CONTRACTOR AND	STATE OF THE PARTY	Box 12	A SHAPE TO A COLOR		bein	Address	NEW PERSONS ASSESSED.	H.M.O. GOET	L SHORD (N	2 (B 2 5 6
	P	ennsbo	ro, WV	2	26415					lemand	10
Acreage	1	88.0					Name				
9) FIELD SALI	E (IF MAD	E) TO:					Address	[87]	The Care	RIFER	Palled
Address	Un	known	dürteray	ran H	the 19, 101	partnerships pa		SC VAS A	115	SUV	
Nam P	nmuel N .O. Box nithvil H: 477	66 le, W.		178		1812 V1 mm	NameAddress		001	2 2 1982	Comment of the second
								Landonner	OIL &	GAS DIVIS	ON
15) PROLUCE	WORK:					/ Redrill		Fracture or s	timulate	DE MI	to have been
			ysical char			Perforate n	ew formation_		190 07 1	and grown his	B Victoria would
16) GEOLOGIC	AI TARGE								Variation	SCA CAPIE	(3.1
						feet	Washington	s minumina	it isomoot	rit dinaki	(81
18) Approxim							salt,			clevation	NY A
19) Approxi							being mined in				x
20) CASING AN							being innea in	rene area.	ilouna mus	/ No_	
20) CASING AIN	D TOBINO	FROOK	AIVI		SE SE A		er go limbero:	o one our of	raging pro	Propused	
CASING OR TUBING TYPE		SPI	Weight	NS	.	FOOTAGE	INTERVALS		NT FILL-UP	PACK	ERS
6 to Time time	Size	Grade	per ft.	New	Used	For drilling	Left in well		R SACKS ubic feet)	Control	
Conductor	11-3/4	H-40	42		x	20	20	(f) in our our	art hadren	Kinds	
Fresh water	Settled S	ch with	Factor I	MAR OF	1817-16	ni archidini e	si to men-	eff % ar he	uiseen Est	ACT	
Coal	VII SECTION	MANAGED IS	finestic	2.18	i seriori	Eddin xx a	the Stagette	Kilk lanch	t devite a	Sizes	
Intermediate	8-5/8		23	х		300	300	Circ	ulate	101	
Production	4-1/2	J-55	10.5	х	rires	Sept. In Line Hills	5800	550	313	Hepths set	reg.
Tubing							Shorped	by	Rule	15.01	0
Liners		Test	11: 00 W	-020-	Selection	dan In antida	Try grib years	d	Charles the	Perforations:	
										Тор	Bottom
								The state of	1145 MAY 45		Sept.
21) EXTRACTIO		5 700 (6 (6))	tuon bas	OF THE	100 04	ardirophose a	and to me	more rett se	10351	Megalizett	

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 x

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

23) Required Copies (See reverse side.)

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

Notary: My Commission Expire Operations Manager

OFFICE USE ONLY

47-085-5966

DRILLING PERMIT

October

Date

This permit covering the well operator and well location shown below is evidence of permission granted to drill in accordance with the pertinent legal requirements subject to the conditions contained herein and on the reverse hereof. Notification must be given to the District Oil and Gas Inspector. (Refer to No. 10) Prior to the construction of roads, locations and pits for any permitted work. In addition, the well operator or his contractor shall notify the proper district oil and gas inspector 24 hours before actual permitted work has commenced.)

Permit expires _	June 27, 1	983		unless dr	illing is commenced prior to that date and prosecuted with due diligence
Bond:	Agent: OK	Plat:	Casing	Fee	The state of the s
BLANKE	et en	11112	MI	2078	Administrator, Office of Oil and Gas

Line Item Explanation

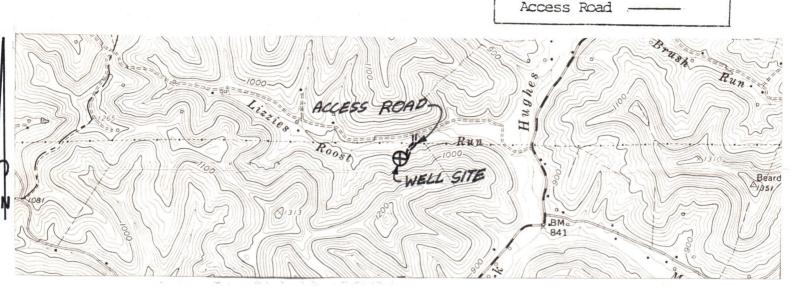
- 1) Date of Application
- 2) Your well name and number
- 3) To be filled out by office of oil & gas
- 4A) "Oil" means natural crude oil or petroleum and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result 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 then six thousand feet, whatever is shallower.
 - 5) Where well is located
 - 6) Before a permit can be issued in a corporation, company partnership, or fictitious name, the name must be registered with the Secretary of State Office
- 7) Use separate sheet if necessary
 - 8) Present surface owner at time application is filed.
 - 9) Optional
 - 11) See Reg. 7.01 relating to code §22-4-1k
 - 12) "Coal Operator" means any persons, firm, partnership, partnership association or corporation that proposes to or does operate a coal mine. See Note 24
- 13 & 14) As per §22-4-20; See Note 24
 - 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).

Date:

- 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.
- 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.

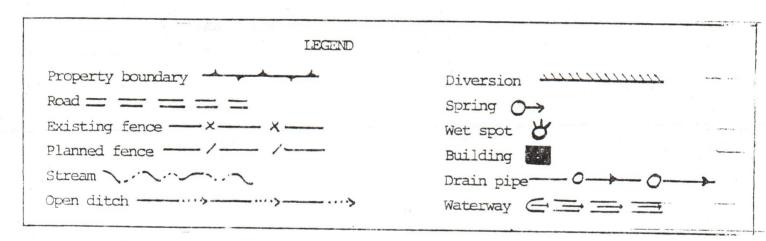
The following waiver must be completed by the coal operator and by any coal owner or coal lessee who has recorded a declaration under Code 22-4-20, if the permit is to be issued within fifteen (15) days of receipt thereof.

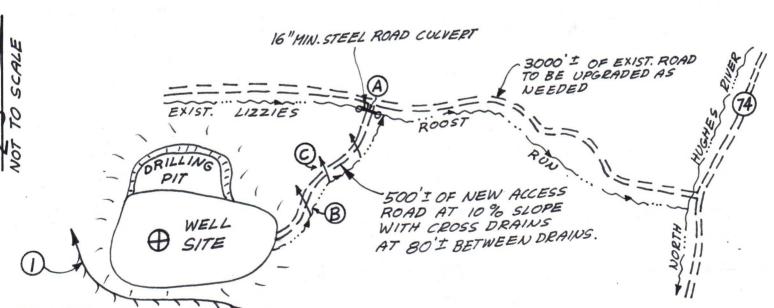
THE RESERVE OF THE PARTY OF THE	TIMS	WAIVER HEAD		
The undersigned coal operator	/ owner	/ lessee	of the coal under this	
amined this proposed well location. If added to the mine map. The undersign operator has complied with all applications.	ed has no objection	to the work prop	osed to be done at this location	n, provided, the well
or to trial age and resecuted with the diligence	ilding is commenced or io	ib scalming	"No COAL"	tanigas Junas James



WELL SITE PLAN

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





Comments: Access to the well site will be gained by constructing approximately 500'+ of new access road and by up-grading approximately 3000'+ of existing road, beginning at a junction point in the Ritchie County Route 74. The access road will be sloped 2-3% towards the open ditch. All outlets of drainage structures and ditches will be to stable areas. The road and well location will be located in a flat cleared area. All brush and timber will be removed from the area to be disturbed prior to any earth moving activities. The road and well site will be brought to desired grade with erosion control structures being installed in conjunction with the grading. Under most conditions, the preceeding plan will be followed; however, due to lease restrictions, surface owner request and weather conditions, etc., the plan may be altered. Subsequently, the proper erosion and sediment control measures will be installed. Any major alteration to this plan will be submitted to the District for review.





DATE	0ct	tober	13,	1982	
WET T	ND	WK-1	64		

State of Mest Mirginia

API NO. 47 _ 085 _

Bepartment of Mines Gil und Cas Mivision

CONSTRUCTION AND RECLAMATION PLAN

Charactic	IN AND RECL	AWAITON PLAN	
COMPANY NAME KEPCO, Inc.	DE	SIGNATED AGENT	E. L. Stuart
Address 436 Boulevard of the Alli Pittsburgh, PA 15219	Les	Address	P. O. Box 1550 Clarksburg, WV 26301
Telephone 412-471-7600	Manager of the Control of the Contro	Telephone_	304-624-6576
LANDOWNER B. B. Harper		SOIL CONS. DIS	TRICT Little Kanawha
Revegetation to be carried out by	E. I	. Stuart	(Agent)
This plan has been reviewed by	Litt	le Kanawha	SCD. All corrections
and additions become a part of this pla	n: /	0-17-82	
	A	(Date)	D /
	fari	(SCD Agent)	on
ACCESS ROAD	0	TA	OCATION
Structure 16" Min. Steel Road Culvert	(A)		
	(A)	Structure Div	
Spacing As shown on sketch		Material Ear	th
Page Ref. Manual 2-7 to 2-8		Page Ref. Manua	al 2-12 to 2-13
Structure Drainage Ditch	(B)	Structure	(2
Spacing As shown on sketch		Material	Cold County
Page Ref. Manual 2-12 to 2-14		Page Ref. Manua	A RESERVED
Structure Cross Drains	(C)	Structure	OCT 2.2 1982 (3
Spacing As shown on sketch		Material	
Page Ref. Manual 2-1 to 2-4		Page Ref. Manua	OIL & GAS DIVISION ALDEPT. OF MINES
All structures should be inspected commercial timber is to be cut and scut and removed from the site before	tacked and	and repaired is all brush and s	f necessary. All
R	EVEGETATION	ī	
Treatment Area I		Treat	ment Area II
Lime 3.0 Tons/acre or correct to pH 6.5	9	Lime	3.0 Tons/acre
Fertilizer 600 lbs/acre		or correct t	The second secon
(10-20-20 or equivalent)		(10-2	20-20 or equivalent)
Mulch Hay or straw 2.0 Tons/acre	e .	Mulch Hay or st	raw 2.0 Tons/acre
Seed* Ky 31 Tall Fescue 40 lbs/acre		Seed* Ky 31 Tal	1 Fescue 40 lbs/acre
Birdsfoot Trefoil 10 lbs/acre	F30	Birdsfoot	Trefoil 10 lbs/acre
Dom. Rye Grass 10 lbs/acre		Dom. Rye	Grass 10 lbs/acre
*Inoculate all legumes such as vetch. Inoculate with 3X recommended amount.	, trefoil a		the proper backerium.
	PLAN PREF	0.0.	n State Environmental Serv
NOTES: Please request landowners'			Fourth Street
cooperation to protect new seedling for one growing season.		-	
Attach separate sheets as		Clarksbu	rg, West Virginia 26301
necessary for comments.	DUC	NF NO 304/624-	9700 842-3325



State of Mest Mirginia Bepartment of Mines Gil und Gas Bivision Charleston 25305

December 10, 1982

Mountain State Environmental Service 609 West Main Street P.O. Drawer 190 Clarksburg, W.Va. 26301 Attn: Jerry Queen

In Re: Check # 2078

dated 10-22-82

Dear Mr. Queen:

As per our conservation of today I am returning the above captioned check in the amount of \$800.00. Please cancel this check and submit one in the amount of \$300.00 to cover the following permits issued on the 27th. of October, 1982, (RIT-5966 - 5967 & 5968)

We are also returning the following applications to drill, plats, and IV'9's for the following wells: WK-167 - WK-168 - WK-169 - WK-170 - WK-171 as per requested.

Please submit the \$ 300.00 check as soon as possible so it can be deposited for this month.

Sincerely,

(Rarboth 1) Felam

Charlotte Milam, Clerk Office of Oil & Gas

Encl: (5) Applications to drill and Check # 2078......

MOUNTAIN STATE ENVIRONMENTAL SERVICE Clarksburg Community Bank PH. 624-9700
P.O. DRAWER 190

60 101

2078

DAV

* W. Va. Dept. of Mines

CLARKSBURG, WV 26301

DATE

AMOUNT

October 22, 1982

\$800.00

"OO 20 78" • 1:05 150 1 2 151: 00 10 29 0"

LOKA TA-33 (PEVERSE)

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

41 holes - Avg. press. 2400 psi; Avg. rate 30 BPM Perfs: 5104'-5114'

> 9 holes Avg. press. 2500 psi; Avg. rate 33 BPM 4822'-4826' 4446'-4469'

Fractured: 12-17-82 Halliburton

2 stage frac job

1st stage 28,000 lbs. 2nd stage 28,000 lbs.

500 gal. 15% HCl, WG-12, 15-N, HC-2, Cla-sta, Nitrogen

WELL LOG

			REMARKS
FORMATION COLOR HARD OR SOFT	TOP FEET	BOTTOM FEET	
			and salt water, coal, oil and gas
Topsoil	0'	40'	A CONTRACTOR OF THE CONTRACTOR
Shale	40'	150'	
Sand and shale	150'	600'	
Sand, shale and sandy shale	600'	950'	34
Sand and shale	950'	1054'	
Shale and sandy shale	1054'	1175'	
Sand	1175'	1205'	
Sandy shale and shale	1205'	1315'	
Sand	1315'	1488'	1450' Saltwater
Sand and shale	1488'	1566'	
Sandy shale and shale	1566'	, 1659'	
Maxton	1659'	1680'	
Sand and shale	1680'	1793'	
Little Lime	1793'	1800'	
Sand	1800'	1821'	
Big Lime	1821'	1870'	
Big Injun	1870'	2002'	
Sandy shale and shale	2002'	2211'	
Weir	2211'	2310'	
Sand, shale and sandy shale	2310'	2585'	
	2585'	2610'	
Gordon Sand and sandy shale	2610'	2721'	
	2721'	2804'	
5th	2804	2878'	
Shale and sandy shale	2878	2898'	
Bayard	2898'	3318'	
Shale and sandy shal3	3318'	3373'	
Speechley	3373'	4441'	
Sandy shale, sand and shale	4441'		
Riley		4480'	
Sandy shale and shale	4480'	4630'	
Benson stray	4630	4648'	
Shale	4648'	4822'	
Benson	4822	4844'	
Shale	4844'	5082	
Alexander	5082'	5115'	
Shale	5115'	5995'	
TD		5995'	

(Attach separate sheets as necessary)

KEPC	O, INC.	
Well 0	perator	
By:	20121	OPH TATUGM2022 NAGER
Date:	January 12, 1983	

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 that, encountered in the drilling of a well."

IV-35 (Rev 8-81)

State of West Birginia

Bepartment of Mines

Date	January 14, 1983
Operato	or's
Well No	WK-164
Farm	Billy B. Harper
APT NO	47 - 085 - 5966

JAN 2 7 1983

Bil und Gas Bivision

OIL AND GAS DIVISION WY DEPARTMENT OF MINES WELL OPERATOR'S REPORT DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

220:0	ed Haddox Run	nige of the	ew - 100	y wormangio-
District: Clay County	Ritchie	Quadrangle	Pennsbo	ro 7.5'
				L SI
COMPANY Kepco, Inc.		maain yir	TRO DOG 2	i dayo
ADDRESS Pittsburgh, PA 15219 DESIGNATED AGENT E. L. Stuart	Casing	Used in	Left	Cement fill up
ADDRESS P.O. Box 1550 Clarksburg, West Virginia 26301 SURFACE OWNER Billy B. Harper	0120	Drilling	in Well	Cu. ft.
ADDRESS Pennsboro, West Virginia 26415	13-10"	38'	38'	
MINERAL RIGHTS OWNER Harvey K. Haymond, J W. Va. Sec. Rt. 74 Pennsboro, WV 26415	9 5/8		Sen	
	8 5/8	1318'	1318'	285 sx pozi 50 sx Class
OIL AND GAS INSPECTOR FOR THIS WORK Samuel	_ 7			
. Hersman ADDRESS Smithville, WV 26178	5 1/2	r		1, eW-
PERMIT ISSUED October 27, 1982 DRILLING COMMENCED December 5, 1982	4 1/2	5228'	5228'	315 sx pozmix
DRILLING COMPLETED December 11, 1982	_ 3			Tox digas
IF APPLICABLE: PLUGGING OF DRY HOLE ON	_ 2	1	ide year	one ereal
CONTINUOUS PROGRESSION FROM DRILLING OR REWORKING. VERBAL PERMISSION OBTAINED ONN/A	Liners used	21	. 5. 6.	
GEOLOGICAL TARGET FORMATION E1k		Dept	h 5806	feet
Depth of completed well 5995 fe	et Rotary			
Water strata depth: Fresh Reported fe	et; Salt 14	50 feet		
Coal seam depths: None reported	Is coal	being mine	ed in the	area? No
OPEN FLOW DATA			5104	1.
Alexander;	Pay	y zone dept		4464' feet
Producing formation Benson; Riley				
Producing formation Benson; Riley Gas: Initial open flow 0 Mcf	/d 011: In			
		nal open fi	Low	0 Bbl/d
Gas: Initial open flow 0 Mcf	f/d Fir			
Gas: Initial open flow 0 Mcf Final open flow 684 Mcf	f/d Fir	inal tests	8 hc	urs
Gas: Initial open flow 0 Mcf Final open flow 684 Mcf Time of open flow between	f/d Fir initial and fir orface measure	inal tests	8 hou	urs urs shut in
Gas: Initial open flow 0 Mcf Final open flow 684 Mcf Time of open flow between Static rock pressure 1400 psig(su	initial and finitial and finiti	inal tests ment) after	8 hour 48 hour 04/0	urs
Gas: Initial open flow 0 Mcf Final open flow 684 Mcf Time of open flow between Static rock pressure 1400 psig(su (If applicable due to multiple comple	initial and finitial and finiti	inal tests ment) after y zone dep	8 hour 48 hour 04/0	urs urs shut in 05/2024 feet
Gas: Initial open flow 0 Mcf Final open flow 684 Mcf Time of open flow between Static rock pressure 1400 psig(su (If applicable due to multiple comple Second producing formation Gas: Initial open flow Mcf	initial and finitial and finiti	inal tests ment) after y zone depr itial open	8 hour 48 hour 04/0	ours ors shut in ors/2024 feet Bb1/d
Gas: Initial open flow 0 Mcf Final open flow 684 Mcf Time of open flow between Static rock pressure 1400 psig(su (If applicable due to multiple comple Second producing formation Gas: Initial open flow Mcf	initial and finitial and finiti	ment) after y zone depo itial open nal open f	8 hour 48 hour 04/0	urs shut in 05/2024 feet Bb1/d Bb1/d

DEPARTMENT OF MINES
OIL AND GAS WELLS DIVISION

RECEIVED

DEC 1 0 1982

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

INSPECTOR'S WELL REPORT

Permit No. 85-5966

				Gas Well
Company Repes Duc.	CASING AND TUBING	USED IN DRILLING	LEFT IN	PACKERS
Address	Size			79677 - 19667
Farm Billey B. Harper	16			Kind of Packer
Well No WK-164	13	San Marketon Stranger		
District Clay County Ritchio	81/4			Size of
Drilling commenced 12-4-82	6%			Depth set
D. 111	5 3/16			
Drilling completedTotal depth	3			Perf. top
Date shotDepth of shot	2			Perf. bottom
Initial open flow/10ths Water inInch	Liners Used			Perf. top
Open flow after tubing/10ths Merc. inInch				Perf. bottom
VolumeCu. Ft.	CASING CEMEN	TED	SIZE	No. FTDate
Rock pressurelbshrs.	NAME OF SERV			No. F1Date
bbls., 1st 24 hrs.	COAL WAS ENG	COUNTERED A	AT	FEETINCHES
resh waterfeetfeet				FEETINCHES
alt waterfeetfeet				FEETINCHES
rillers' Names William Royal J. L		Wilder Charles Committee C		
rillers' Names William Boyd - Joh	n Doya	1.0.	reath	puse
emarks: Visit 1835-10 Al	6 tool	Rusker &	Willian	n Weekley
Visit 1835 foot des	- p	Pitox	afti	re of Visit

12-6-82 DATE Samuel II. Heroman

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

JMPANI			ADDRESS			
ARM						
lling Material Used		- A-				
	ation	Amount	Packer	Location		
PLUGS USED AND DEPTH PLACES			BRIDGES	CASIN	G AND TU	BING
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LUCATION	RECOVERED	SIZE	Los
				-		
					7	
			9.35			
rillers' Names						
				·		
emarks:						
	I hereby certify I v	isited the abo	ve well on this date.			

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

RECEIVED

DEC 1 0 1982

OIL AND GAS DIVISION WY DEPARTMENT OF MINES

INSPECTOR'S WELL REPORT

Permit No. 85-5966

Well No W K-164

Address

Date shot_

Volume_

Rock pressure_

lbs.

feet

Company Repector Come -

Oil or Gas Well_ (KIND) CASING AND USED IN LEFT IN PACKERS WELL Size Farm Billey B. Harper Kind of Packer_ Size of____ County Ritchie Drilling commenced 12-4-82 Depth set____ 5 3/16_ Drilling completed_____Total depth Perf. top___ ____Depth of shot. Perf. bottom_ Liners Used Perf. top__ Initial open flow_____/10ths Water in___ Inch Perf. bottom_ Open flow after tubing_____/10ths Merc. in____Inch Cu. Ft. CASING CEMENTED __No. FT.____Date SIZE NAME OF SERVICE COMPANY hrs. _bbls., 1st 24 hrs. COAL WAS ENCOUNTERED AT_____FEET___INCHES feet FEET INCHES FEET _INCHES feet FEET_ INCHES FEET _INCHES

Remarks:

Drillers' Names_

Ran 13/7 foot of 8 5 casing Hallihorton ran 285 sacks Pop mis and 50 sacks Class A next total 335 sacks 1469 foot deep at time of Visit - Rig broke down

Samuel M. Hayan

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

				1110.		
		ADDRESS	a Bragaria - mar			
	DISTRICT	0	OUNTY			
cation	Amount	Packer	Location			
					IBING	
WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION	RECOVERED	SIZE	T -	
	9 - 2 - 3 - 1					
		,				
I hereby certify I u	risited the above	ve well on this date.				
	WOOD-SIZE	DISTRICT. Pation Amount ND DEPTH PLACED WOOD-SIZE LEAD	DISTRICT CONSTRUCTION Amount Packer BRIDGES WOOD-SIZE LEAD CONSTRUCTION-LOCATION	DISTRICT COUNTY Teation Amount Packer Location ND DEPTH PLACED BRIDGES CASIN WOOD-SIZE LEAD CONSTRUCTION-LOCATION RECOVERED The state of the sta	Amount Packer Location ND DEPTH PLACED BRIDGES CASING AND TO WOOD-SIZE LEAD CONSTRUCTION-LOCATION RECOVERED SIZE Construction	

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DEPARTMENT OF MINES

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OIL AND GAS DIVISION WY DEPARTMENT OF MINES

INSPECTOR'S WELL REPORT

Permit No. 85-5966

Address

Company Repos olne.

Farm Billey B. Horper

Drilling commenced 12-4-82

Drilling completed_____Total depth___

Initial open flow_____/10ths Water in___

Open flow after tubing_____/10ths Merc. in____

lbs.

feet

_bbls., 1st

Date shot______Depth of shot___

Well No WK -164

Size	T	CASING AND TUBING	USED IN	LEFT IN	PACKERS
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Size of 814 654 Depth set 5 3/16 Perf. top Perf. bottom Perf. top Perf. bottom CASING CEMENTED SIZE No. FT. D. NAME OF SERVICE COMPANY COAL WAS ENCOUNTERED AT FEET INCHES FEET INCHES FEET INCHES	-	16			Kind of Packer
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Remarks:

Volume_

Rock pressure____

Fresh water_

Drillers' Names

Salt water_

Visit 3282 foot deep - Hove built new sit to

12-9-82 BATE

Samuel M. Heroman

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

Permit No.				Wel	l No	
COMPANY			ADDRESS			A STATE OF THE STA
FARM		DISTRICT_	C	OUNTY		
Filling Material Used						
Liner I	ocation	Amount	Packer	Location		
PLUGS USEE	AND DEPTH PLACED		BRIDGES	CASIN	G AND TU	BING
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION	RECOVERED	SIZE	LOST
				-		
				-		
				-		
			•			
Drillers' Names				-		
Remarks:						
	I hereby certify I	visited the abov	ve well on this date.			
DATE	_ I hereby certify i	TIDICE CHE AU	viii viiii viii			

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION



DISTRICT WELL INSPECTOR

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

Permit No. 05 -3 7	66		Oil or Gas Well				
Company Kepco	Inc.	CASING AND TUBING	USED IN DRILLING	LEFT IN	PACKE	RS	
Address		Size					
Farm Billey B	. Harper	16			Kind of Packe	r	
Well No. WK-10		13			# 654 Y 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		
District Clay	County Retelie	81/4			Size of		
Drilling commenced		65%		-	Depth set		
		5 3/16					
Drilling completed	Total depth	3			Perf. top		
Date shot	Depth of shot	_ 2			Perf. bottom_		
Initial open flow	/10ths Water inInc	ch Liners Used			Perf. top		
Open flow after tubing	/10ths Merc. inInc	h			Perf. bottom_		
	Cu. F		NTED	SIZE	No. FT	Date	
Rock pressure	lbshr	s. NAME OF SER	VICE COMPA	NY			
011	bbls., 1st 24 hrs	s. COAL WAS EN	COUNTERED	AT	FEET	.INCHES	
Fresh water	feetfee	FEET_	INCH	ES	FEET	.INCHES	
Salt water	feetfee	t FEET_	INCH	ES	FEET	INCHES	
Drillers' Names							
	Status R	ebut					
Remarks: Loca	Status & tion and rood roughed as som as gr	ghed in, to	be seed	led, mu	leked		
and fenis	thed as soon as gr	ound drys					
Can	not release at t	his time.					

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

COMPANY			ADDRESS		.55	
ARM		DISTRICT		COUNTY		
William Manufal Ward						
illing Material Used						
iner L	ocation	Amount	Packer	Location		
PLUGS USED	AND DEPTH PLACED		BRIDGES	CASIN	G AND TU	BING
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION	RECOVERED	SIZE	LOS
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						-
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rillers' Names						
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DATE	I hereby certify I	visited the abov	ve well on this date.			

04/05/2024

Permit No. 085 5966

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION





INSPECTOR'S WELL REPORTOIL & GAS DIVISION DEPT. OF MINES

			Oil o	r Gas Well
Company Kepus INC.	CASING AND TUBING	USED IN DRILLING	LEFT IN	PACKERS
Address	Size			
Farm Billy B. Harper	16			Kind of Packer
Well No. wt - 164	13			
	10			Size of
District Clay County Ritchie	81/4			
Drilling commenced	65%		Par source exercise has	Depth set
Drilling completedTotal depth	5 3/16			
Date shotDepth of shot	2			Perf. top
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Open flow after tubing/10ths Merc. inInch			A	Perf. bottom
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DATE 25 83

DISTRICT WELL INSPECTOR

DEPARTMENT OF MINES

OIL AND GAS WELLS DIVISION

INSPECTOR'S PLUGGING REPORT

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ARM			CC				
illing Material Used							
iner Loc	ation	Amount	Packer	Location		Company of the Compan	
PLUGS USED A	ND DEPTH PLACED		BRIDGES	CASIN	G AND T	D TUBING	
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION	RECOVERED	RED SIZE LOST		
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rillers' Names				·			
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DISTRICT WELL INSPECTOR



State of Mest Virginia Bepartment of Mines (Dil and Gas Vivision (Charleston 25305

WALTER N. MILLER DIRECTOR

420 Blvd. of the Allies Pittsburgh, Pa. 15219

August 12, 1983

August 12, 1983

Kepco, Inc.

Gentlemen:

The required records and reports have been received in this office and the District Inspectors have submitted FINAL INSPECTIONS for the following wells listed below:

PERMIT NUMBER	FARM AND WELL NUMBER	DISTRICT
RIT-5631 RIT-5632 RIT-5828 RIT-5966 RIT-5967 RIT-5968 RIT-6049 RIT-6070 RIT-6075 RIT-6090	Richard "TEX" Robertson, #WK-69 Harvey K. Haymond, #WK-70 Lewis F. Pierce, et ux, #WK-98 Billy B. Harper, #WK-164 Billy B. Harper, #WK-165 Harvey K. Haymond, Jr., #WK-166 Harvey K. Haymond, Jr., WK-178 Harvey K. Haymond, Jr., WK-179 R. T. Robertson, #WK-206 Harvey K. Haymond, Jr., #WK-207	Clay Clay Clay Clay Clay Clay Clay Clay

In accordance with Chapter 22, Article 4, Section 2, the above captioned wells will remain under bond coverage for "life of wells." Reclamation requirements have been approved.....

ery truly yours,

heodore M. Streit, Administrator ffice of Oil & Gas-Dept. Mines

04/05/2024

THEODORE M. STREIT

ADMINISTRATOR

THIS MEMORANDUM OF LEASE, Made this 1st day of June, 1981, by and between BILLY B. HARPER and MARTHA JANE HARPER, his wife, ALTA JO LOCOCO and DAVID V. LOCOCO, her husband, PAULINE L. GREGG and HAROLD C. GREGG, her husband, hereinafter referred to as "Lessors", parties of the first part,

AND

KEPCO, INC., a Kentucky corporation, hereinafter referred to as "Lessee", party of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid by Lessee unto Lessors, and other good and valuable consideration, the receipt whereof is hereby acknowledged, Lessors, by lease of even date herewith, have demised, leased and let unto Lessee all of that certain iract or parcel of land containing 94 acres, more or less, situate in Clay District of Ritchie County, West Virginia, on the Waters of the North Fork of the Hughes River, which tract is more particularly shown upon the map which is attached hereto and made a part hereof as Parcels 2 and 3, for the purpose of drilling and operating for oil and gas for a term of four (4) years from this day and as long thereafter as oil and gas, or either of them, is produced in paying quantities from the above described tract or parcel of land, or drilling operations are continuously prosecuted, and for such other purposes and upon such other terms and conditions as are more particularly set forth in said lease.

IN WITNESS WHEREOF, the parties of the first part have hereunto affixed their signatures and seals and KEPCO, INC., a Kentucky corporation, has caused these presents to be signed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized.

DEGELVED)
OCT 2 2 1982

OIL & GAS DIVISION
DEPT. OF MINES

452	ALTA JO LOCOCO (SEAL)
	DAVID W. LOCOCO
	Pauline L. GREGG JG (SEAL)
	HAROLD C. GREGG (SEAL)
	KEPCO, INC.
	Its EXECUTIVE VICE PRESIDENT
R. R. Martin	
Its ASSISTANT SECRETARY	
STATE OF West Unquia, TO-W	/IT:
The foregoing instrumen	t was acknowledged before me by
BILLY B. HARPER and MARTHA JANE H	
^	my said County.
My Commission Expires:	May 8, 1983
(SEAL)	Shuley d. Ou Laney Nogary Public arey
STATE OF FLORIDA , TO-1	WIT:
The foregoing instrument	was acknowledged before me by
ALTA JO LOCOCO and DAVID V. LOCOCO	
	my said County
My Commission Expires:	MY COMMISSION EXPIRES SEPT. 15 1982 HENDED THRU GENERAL ING. UNDERWETTERS
SEAL)	Lazorina C Jerna O 5 Notary Public 7
DECEUVED	04/05/2024
OCT 2 2 1982	-2-

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OIL & GAS DIVISION
DEPT. OF MINES

18-1 - maple - 1 - maple	STATE OF Chest Virginia. 453
	COUNTY OF Lyles, TO-WIT:
	The foregoing instrument was acknowledged before me by
*	PAULINE L. GREGG and HAROLD C. GREGG, her husband, on this 10
	day of liquid, 1981, in my said County.
	My Commission Expires: March, 19. 1915
	(SEAL)
	Modely replie
	COMMONWEALTH OF PENNSYLVANIA,
	COUNTY OF ALLEGHENY, TO-WIT:
	mb - 6
	The foregoing instrument was acknowledged before me by
	JOHN G. CALDWELL EXECUTIVE VICE PRESIDENT
	KEPCO, INC., a Kentucky corporation, on this 2/ day of
	Opil, 1982, on behalf of said Corporation.
	My Commission Expires: May 20 1982
	D. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.

This instrument prepared by:

Francis L. Warder, Jr., Esq. LOUCHERY & SINSEL 623 Goff Building Clarksburg, West Virginia 26301



20.46 V. 42. E 3390 21750 HAKPER 9-3 ACTES I PARCEL 1 0561 M.S.N N. 20" 11 3.635 PHORECE E 11231 11111011 SW 2 KIGGS 4/05/2024 , £ x 4,. 424 OCT 2 2 1982 DEPT. OF MAN

KW-193

THIS AGREEMENT, Made this the 1st day of June, 1981, by and between BILLY B. HARPER and MARTHA JANE HARPER, his wife, ALTA JO LOCOCO and DAVID V. LOCOCO, her husband, PAULINE L. GREGG and HAROLD C. GREGG, her husband, parties of the first part, hereinafte referred to as "Lessors",

AND

KEPCO, INC., a Kentucky corporation, party of the second part, hereinafter referred to as "Lessee".

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid by Lessee unto Lessors, the receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained, Lessors do hereby grant, demise, lease and let unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, the production of oil or gas, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession and transportation of said minerals, all of that certain tract of land situate in Clay District Ritchie County, West Virginia, on the Waters of the North Fork of the Hughes River, bounded as follows: on the North by lands of W. S. Pratt, Billy B. Harper and John Ridgeway; on the East by lands of Harvey K. Haymond and John Ridgeway; and on the South by lands of Burton Run Road and Harvey K. Haymond; on the West by lands of Harvey K. Haymond, containing 94 acres in all, more or less, and consisting of a 65 acre parcel and a 29 acre parcel which are more particularly shown on the plat attached hereto as Exhibit A as Parcels 2 and 3, respectively, reserving, however, 250 feet from any dwelling house or 150 feet from any outbuilding, i.e. barns now on the premises, on which no well shall be drilled by either party, except by mutual consent, which said tracts or parcels of land are hereby combined and shall be considered as one tract for the purpose of this agreement.

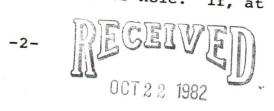


OIL & GAS DIVISION
DEPT. OF MINES

Lessors except and reserve the right to lay a pipeline, at Lessors' expense, to the nearest well producing gas on the abo described land or lands pooled therewith, and to take gas produce from such well to an amount not to exceed two hundred thousand (200,000) cubic feet per dwelling per year, free of cost, for Lessors' own use for heat and light, in one dwelling only situat on the 65 acre parcel and in one dwelling only presently situate on 29 acre parcel, at Lessors' risk, subject to the use, operation, pumping and right of abandonment of such well by Lessee. Lesso agree that all gas in excess of two hundred thousand (200,000) cubic feet taken and used in each such dwelling each year shall paid for by Lessors at the same price Lessee pays Lessors for s that the measurement and regulation thereof shall be by meter a regulators set at the valve on the well, and that such gas so t shall be used with economy, in safe and proper pipes and applia and that Lessors shall subscribe to and be bound by the reasona rules and regulations of Lessee, published at that time, relati to such taking and use of gas.

II.

Subject to the other provisions herein contained, this lease shall remain in force for a term of four (4) years (herein called "primary term") and as long thereafter as oil and gas, or either of them, are produced in paying quantities from the above described land or drilling operations are continuously pros cuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepeni or plugging back of a well or hole, or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than sixty (60) days shall elapse between the completion or abandonment of one well or hole and the commence 04/05/2024ment of drilling operations on another well or hole. If, at the



OIL & GAS DIVISION DEPT. OF MINES

expiration of the primary term of this lease, oil or gas is not being produced from the above described land but Lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted with diligence and dispatch; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced in paying quantities as herein defined. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if Lessee is then prosecuting drilling operations; or within sixty (60) days after each such cessation of production, commences drilling operations, then this lease shall remain in force so long as such operations are continut ously prosecuted with diligence and dispatch and delay rentals are paid; and if production results therefrom, then as long thereafter as oil or gas is produced in paying quantities from the above described land.

- B. The term oil or gas produced in paying quantities is determined to mean a royalty or rental to Lessors of at least Four Dollars (\$4.00) per acre per year, computed quarterly. However, in no event shall the rental paid to supplement the royalty exceed Two Dollars (\$2.00) per acre per year, computed quarterly; and if such event occurs for any two (2) successive calendar quarters, then this lease shall be deemed to have terminated and be of no further force or effect.
- C. After June 1, 1991, this agreement shall constitute a valid and subsisting lease only to the depth of the deepest sand or horizon from which oil or gas is then being produced and shall be of no further force or effect as to any deeper sands or horizons

III.

Lessee shall have during the term of this lease the exclusive right to drill, operate for and produce oil 64/05/2024to



conduct geological and geophysical surveys and explorations, as it sees fit; together also with rights of way and servitudes on, over and through said leased premises for pipelines, structures, plants, drips, tanks, stations, houses for gates, meters and regulators, except employee housing, and all other rights and privileges necessary, incident to and convenient for the economical operation of these leased premises or with other lands with which the same has been unitized or pooled for the production of oil and gas; together also with the right to use oil, gas and water free of cost to Lessee for all such purposes, and with the right of removing either during or within six (6) months after the term hereof, all and any property and improvements placed or located on the premises by Lessee; together also with the right of ingress and egress over said leased premises for any of the aforesaid purposes. The above rights are limited to only those rights possessed by Lessors as described in the various deeds through which Lessors gained title to the leased premises.

IV.

Lessors agree that Lessee shall have the exclusive, full, free and quiet possession of the said leased premises for the purposes and during the term herein set forth. Lessors further agree that Lessee at its option may pay and discharge any mortgages or other liens existing on or against the above described leased premises; and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage or any other lien any royalty or rentals accruing hereunder.

V.

A. In consideration of the premises, Lessee covenants and agrees to deliver to the credit of Lessors, free of cost, in the pipelines or tanks to which it may connect any wells drilled hereunder, the equal one-eighth (1/8) part of all oi04/05/2024d and saved from said land.

OIL & GAS DIVISION DEPT. OF MINES

OCT 2 2 1982

- B. Lessee shall pay Lessors one-eighth (1/8) of the gross field market price for all gas produced and sold from the premises. Such gross field market price shall be at least that price paid in the field area by Consolidated Gas Supply Corporation for gas of similar quality, quantity and vintage.
- C. Royalty payments are payable quarterly, exclusive of all transportation, compressor or other charges, until Lessee shall give written notice to Lessors of its intention to abandon any well or wells, and shall in fact, plug and abandon the same.

VI.

- Lessee covenants and agrees to pay and Lessors covenant and agree to accept a rental at the rate of Four Dollars (\$4.00) an acre each year, payable annually in advance, beginning on June 1, 1981, until a well is completed and producing oil or gas in paying quantities, or this lease surrendered; any rental paid for the time beyond the date of sale of gas and/or oil from any such well shall be credited upon the first royalty due upon the same; upon the drilling of a well deemed by Lessee unprofitable to operate, or in the event after a profitable well has been drilled by Lessee and it does not desire to market the gas and/or oil from said well or wells, Lessee may continue to hold the leased premises for such further term as Lessee may desire but not exceeding the primary term hereof upon the payment of said rental. It is agreed that Lessee may drill or not drill on said leased premises, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.
- B. It is understood by and between the parties hereto that Lessee shall be relieved of the duty to pay delay rentals based on the acreage included in this lease on which it drills and completes a well, provided any such well yields a royalty to Lessors of at least the amount of delay rental previously paid by Lessee; and if not, Lessee shall pay Lessors quarterly any such difference.



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

VIII.

All payments hereunder may be made direct to Lessors or by check made payable and mailed to Lessors as follows: 65/94 of any payments hereunder may be made and payable and mailed to Billy B. Harper, Route 2, Box 122, Pennsboro, West Virginia, and 29/94 of any payments hereunder may be made payable and mailed to

Dean Rohrig, Trustee, Middlebourne, WV, which individuals are hereby appointed agents to receive and receip for the sums due the owners of the oil and gas under the 65 acre and 29 acre tracts respectively.

IX.

It is agreed that Lessee, upon the payment of One Dollar (\$1.00), and all amounts due hereunder, shall have the right to surrender this lease as to any tract of land herein leased at any time. Lessee agrees that the recordation of a deed of surrender in the proper county and payment to Lessors of all amounts then due hereunder, shall be and be accepted as full and legal surrender of Lessee's rights under this lease or under the portion surrendere

Х.

A. Lessee is granted the right, except for those zones, formations or horizons underlying the leased premises above the depth of 6,000 feet or the top of the Onondaga Horizon, whichever



OIL & GAS DIVISION
DEPT. OF MINES

o Dut

is shallower, from time to time while this lease is in force, to pool into a separate drilling or production unit or units, all or any part of the leased premises with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the leases thereof) when in Lessee's sound and reasonable judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more of all leased zones, formations or horizons, except as provided above, underlying all or any portion or portions of the leased premises.

- B. Any such unit shall not exceed such acreage as may be allowed by law or governmental regulation or order if comprised of one or more zones, formations or horizons lying below the top of the uppermost member of the Onondaga Group, or 6,000 feet, whichever is shallower.
- c. The area pooled and the zones or formations and substances pooled shall be set forth by Lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located before the commencement of any well, which declaration of pooling shall constitute a supplement to this lease. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, Lessors shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to Lessors on production from the lands covered by this lease which is placed in the pooled area as the amount of the surface of such pooling in the surface of t



the land covered by this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area, taking into account paragraph X.(B) hereof. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operation the completion of a well or of a dry hole, or the operations of a producing well in the pooled area shall be considered for all purposes (except royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon the lands covered by this lease, whether or not such well is located upon, or such drilling operations are conducted upon said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located, a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprises a part of such pooled unit be also terminated in some effective manner.

XI.

In the event that Lessee shall assign any of its right, title and interest in the leasehold estate hereby created to any person, firm or corporation, and reserve unto itself an overriding royalty, then, Lessee shall pay over and deliver unto Lessors twenty-five percent (25%) of any such overriding royalty.

XTT

In the event a well is drilled and completed for production, by whomsoever, within 500 feet of leased premises, Lessee shall, after notified by Lessors in writing, within twelve (12) months after the fracture or other treatment of any such well,

04/05/2024 DECEIVED 0CT 2 2 1982

DEPT. OF MINES

commence on leased premises an offset to such well if no such offset well currently exists. In the event Lessee does not so commence such offset well, this agreement shall terminate and be of no further force or legal effect unless Lessee has a producing well thereon; and in such event, said producing well shall hold a 500 foot radius around the same and this lease shall be void as to the balance of the acreage in said tract.

XIII.

Lessors shall have the right to approve the location of all roadways constructed on the leased premises, which approval shall not be unreasonably withheld and shall not tend to eliminate any well location.

XIV.

Lessors agree to execute and deliver to Lessee a memorandum of this lease suitable for recording in the Office of the Clerk of the County Commission of Ritchie County, West Virginia.

XV.

In the event of notice of any adverse claim to the leased premises, or to any part of the rentals or royalties,

Lessee may withhold payment of the same until the ownership is determined by compromise or by final decree by a court of competent jurisdiction. In the event such funds are withheld by Lessee, the same shall bear interest at Mellon Bank's prime interest rate.

XVI.

Lessee shall pay Lessors for all damages to crops and timber and shall keep and maintain all roads on leased premises used by it concurrently with Lessors in good and usable condition.

XVII.

It is agreed that the entire contract and agreement between Lessors and Lessee is embodied herein, and the 572024 rbal warranties, representations or promises have been made or relied



upon by Lessee or Lessors, or their agents, supplementing, modifying or as inducement to this agreement.

XVIII.

In the event Lessors do not own all of the oil and gas, Lessee shall pay Lessors its proportionate share of the rents and royalties as stipulated in the preceding paragraphs.

XIX.

All the rights, privileges, covenants and obligations of the parties hereunder shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns provided, however, that Lessee shall not by reason of any partial assignments, divisions or distributions of Lessors' interest hereunder, whether made intentionally or by operation of law, be obligated against its will to make payments or to give notices or releases to more than the number of payees hereinabove designated to receive payments that may become due under and by virtue of the terms of this lease; it being agreed by Lessors that all persons from time to time interested in this lease through or under Lessors may appoint suitable agents, not more in number than the payees already designated above, who shall be empowered to receive notices or releases and to receive representatives or assigns hereunder, without liability to Lessee to see to the application of any such moneys by such designated agents or payees.

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

WITNESS:

School Harlin Billy B. HARPER

MARTHA JAME HARPER

Seal)

MARTHA JOSCOCO (SEAL)

ALTA JOSCOCO (SEAL)

Was prepared by

DAVID V. LOCOCO

is instrument was prepared by Francis L. Warder, Jr.



Donna Monna Hauline L. GREGG (SEAL)

Arma Monna Servel C. SREGG (SEAL)

HAROLD C. GREGG ATTEST: KEPCO, INC. Executive Vice President COUNTY OF Ritchie, TO-WIT: Spiritey Dulanes, a Notary Public of said County of Rites , do certify that BILLY B. HARPER and MARTHA JANE HARPER, his wife, whose names are signed to the writing hereto annexed, bearing date the 1st day of June, 1981, have each this day acknowledged the same before me in my said County. Given under my hand and Official Seal this 34 day of My Commission Expires: (SEAL)

DEPT. DF 04/05/2024

STATE OF,
COUNTY OF, TO-WIT:
I, LAZARINA C. SERRANO, a Notary Public of said Count
of FLORIDA , do certify that ALTA JO LOCOCO and
DAVID V. LOCOCO, her husband, whose names are signed to the writing
hereto annexed, bearing date the 1st day of June, 1981, have each
this day acknowledged the same before me in my said County.
Given under my hand and Official Seal this day
My Commission Expires: MY COMMISSION EXPIRES SEPT. 15 1982 MY COMMISSION EXPIRES: MY COMMISSION EXPIRES SEPT. 15 1982 MY COMMISSION EXPIRES: MY COMMISSION EXPIRES SEPT. 15 1982
(SEAL) Large C. Semano Notary Public
STATE OF 21 Uc.
COUNTY OF July , TO-WIT:
I, Sortly M Kending, a Notary Public of said
County of, do certify that PAULINE L. GREGG and
HAROLD C. GREGG, her husband, whose names are signed to the
writing hereto annexed, bearing date the 1st day of June, 1981,
have each this day acknowledged the same before me in my said
County.
Given under my hand and Official Seal this 20 th day
of March , 1981. 1982
My Commission Expires:
SEAL)

STATE OF PENNSYLVANIA, COUNTY OF ALLEGHENY, TO-WIT:

of Opil, 1981.

My Commission Expires:

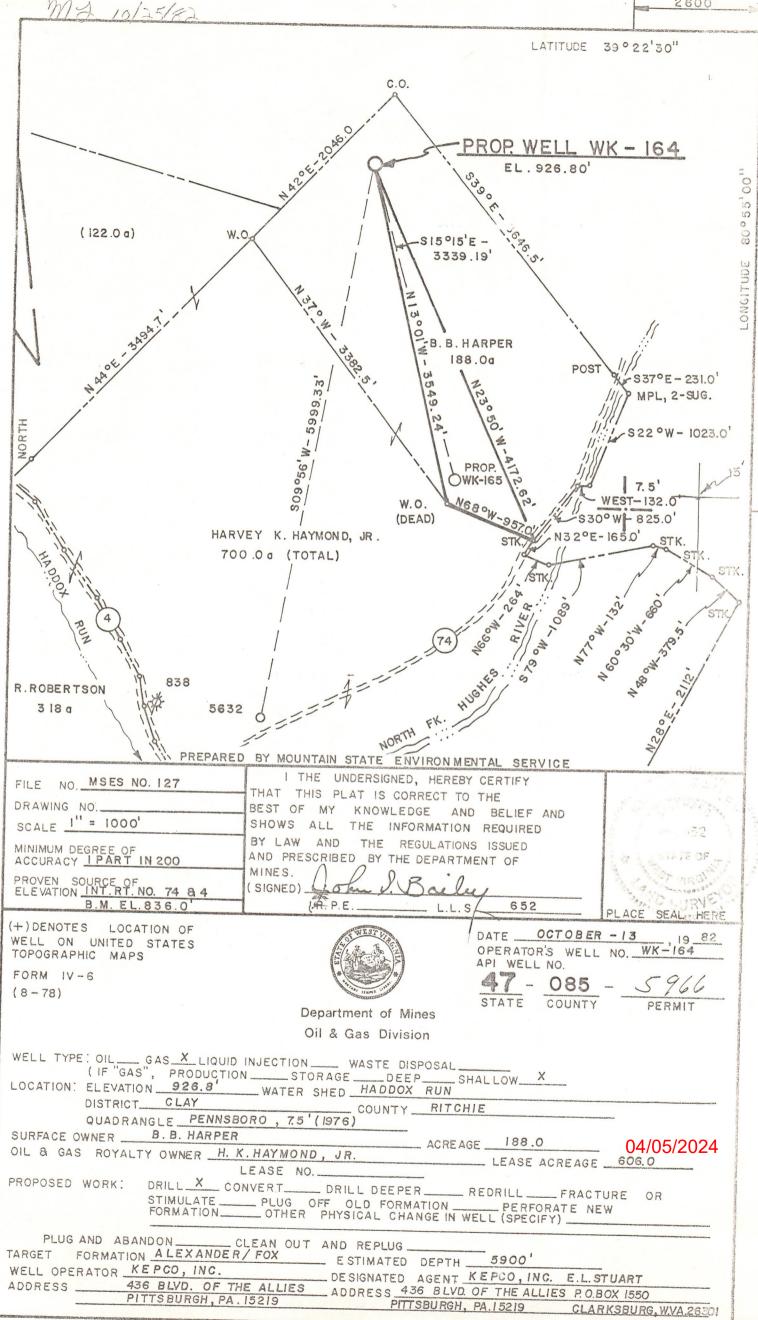
May 20, 1982

Notary Public Ju

(SEAL)







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