



1) Date: October 14, 19 82
 2) Operator's Well No. WK-165
 3) API Well No. 47 085 5967
 State County Permit

DRILLING CONTRACTOR:
Unknown

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

OIL AND GAS WELL PERMIT APPLICATION

- 4) WELL TYPE: A Oil / Gas x /
 B (If "Gas", Production x / Underground storage / Deep / Shallow x /)
- 5) LOCATION: Elevation: 934.7 Watershed: Haddox Run
 District: Clay County: Ritchie Quadrangle: Pennsboro, 7.5'
- 6) WELL OPERATOR KEPCO, Inc.
 Address 436 Blvd. of the Allies
Pittsburgh, PA 15216
- 7) OIL & GAS ROYALTY OWNER Harvey K. Haymond, Jr.
 Address W. Va. Sec. Rt. 74
Pennsboro, WV 26415
 Acreage 606.0
- 8) SURFACE OWNER Billy B. Harper
 Address Rt. 2, Box 122
Pennsboro, WV 26415
 Acreage 188.0
- 9) FIELD SALE (IF MADE) TO:
 Address: Samuel N. Hersman
P.O. Box 66
Smithville, W.Va. 26178
PH: 477-3597
- 10) OIL & GAS Name Samuel N. Hersman
 Address P.O. Box 66
Smithville, W.Va. 26178
PH: 477-3597
- 11) DESIGNATED AGENT E. L. Stuart
 Address P. O. Box 1550
Clarksburg, WV 26301
- 12) COAL OPERATOR _____
 Address _____
- 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
 Name No Coal
 Address _____
 Name _____
 Address _____
- 14) COAL LESSEE WITH DECLARATION ON RECORD:
 Name _____
 Address _____
- 15) PROPOSED WORK: Drill x / Drill deeper _____ / Redrill _____ / Fracture or stimulate _____
 Plug off old formation _____ / Perforate new formation _____
 Other physical change in well (specify) _____
- 16) GEOLOGICAL TARGET FORMATION, Alexander/Fox
- 17) Estimated depth of completed well, 5900 feet
- 18) Approximate water strata depths: Fresh, 70 feet; salt, _____ feet.
- 19) Approximate coal seam depths: No Coal Is coal being mined in the area? Yes _____ / No _____

RECEIVED
 OCT 22 1982

OIL & GAS DIVISION
 DEPT. OF MINES

20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		
Conductor	11-3/4	H-40	42		x	20	20		Kinds
Fresh water									
Coal									Sizes
Intermediate	8-5/8	J-55	23	x		300	300	Circulate	
Production	4-1/2	J-55	10.5	x			5800	550 SKS. reg. by Rule 15.01	Depths set
Tubing									Perforations:
Liners									Top Bottom

- 21) EXTRACTION RIGHTS
 Check and provide one of the following:
 Included is the lease or leases or other continuing contract or contracts by which I hold the right to extract oil or gas.
 The requirement of Code 22-4-1-(c) (1) through (4). (See reverse side for specifics.)
- 22) ROYALTY PROVISIONS
 Is the right to extract, produce or market the oil or gas based upon a lease or other continuing contract or contracts providing for flat well royalty or any similar provision for compensation to the owner of the oil or gas in place which is not inherently related to the volume of oil or gas so extracted, produced or marketed? Yes No
- If the answer above is No, nothing additional is needed. If the answer is Yes, you may use Affidavit Form IV-60.
- 23) Required Copies (See reverse side.)
- 24) Copies of this Permit Application and the enclosed plat and reclamation plan have been mailed by registered mail or delivered by hand to the above named coal operator, coal owner(s), and coal lessee on or before the day of the mailing or delivery of this Permit Application to the Department of Mines at Charleston, West Virginia
- Notary: James M. Quinn
 My Commission Expires 14-Oct-92
- Signed: [Signature]
 Its: Operations Manager

OFFICE USE ONLY

Permit number 47-085-5967 **DRILLING PERMIT** Date October 27, 1982
 Date 04/05/2024

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

Permit expires June 27, 1983 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond: <u>BLANKET</u>	Agent: <u>OK</u>	Plat: <u>[Signature]</u>	Casing: <u>[Signature]</u>	Fee: <u>2078</u>
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[Signature]
 Administrator, Office of Oil and Gas

Line Item Explanation

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

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

DRILLING WAIVER

The undersigned coal operator _____ / owner _____ / lessee _____ / of the coal under this well location has examined this proposed well location. If a mine map exists which covers the area of the well location, the well location has been added to the mine map. The undersigned has no objection to the work proposed to be done at this location, provided, the well operator has complied with all applicable requirements of the West Virginia Code and the governing regulations.

04/05/2024

"No Coal"

Date: _____, 19____

By: _____

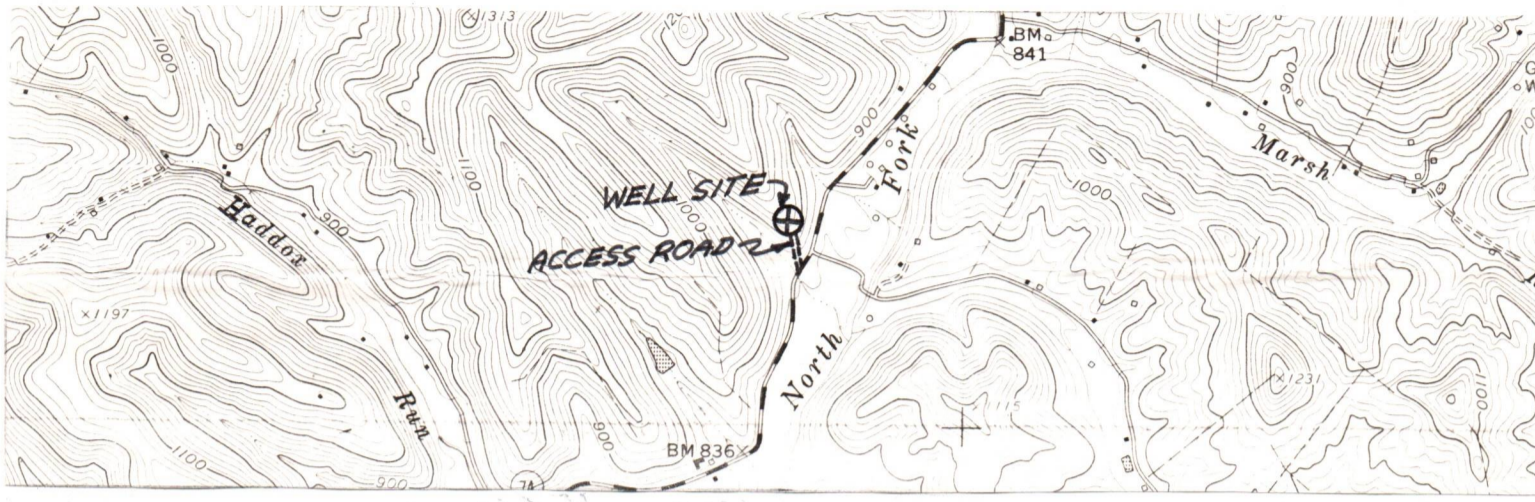
Its _____

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

LEGEND

Well Site ⊕

Access Road ———

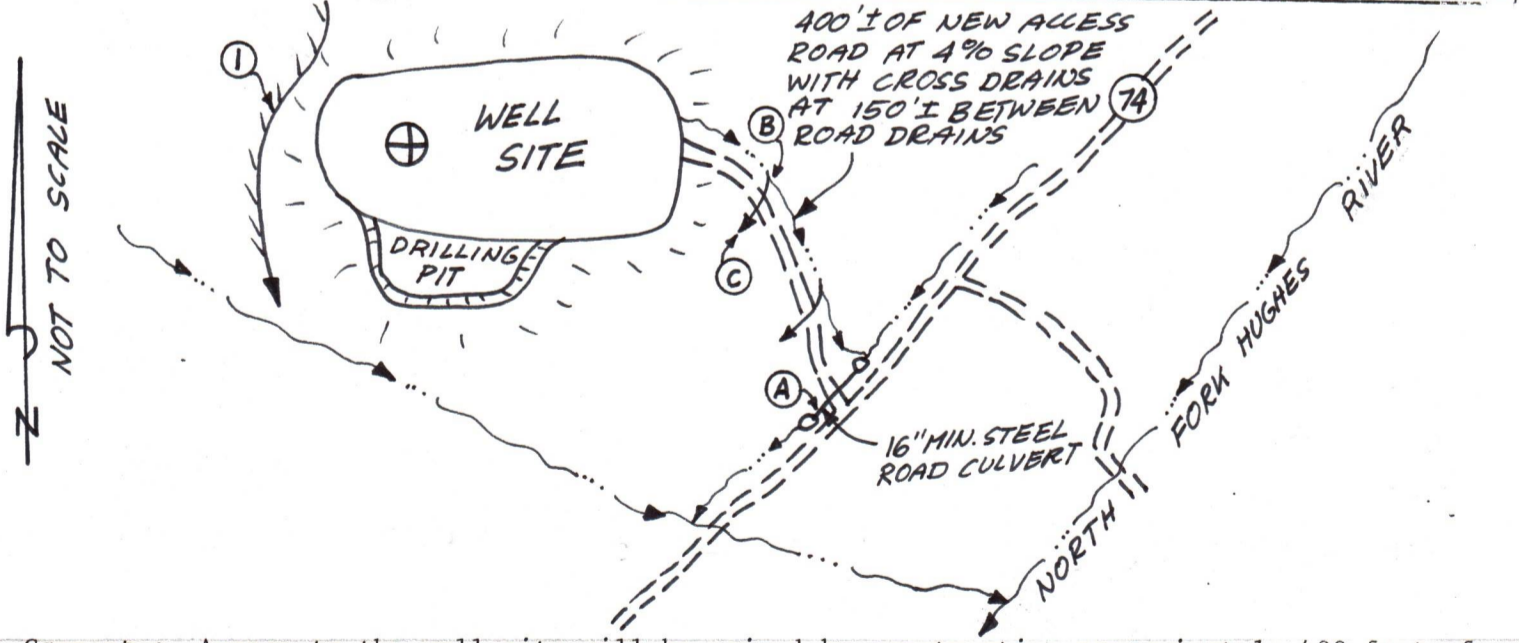


WELL SITE PLAN

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

LEGEND

Property boundary ———▲———	Diversion ———/———
Road = = = = =	Spring ⊕→
Existing fence ———x———x———	Wet spot ⊕
Planned fence ———/———/———	Building ■
Stream ~~~~~	Drain pipe ———○———○———○———→
Open ditch ———>———>———>———>———	Waterway <———>———>———>———



Comments: Access to the well site will be gained by constructing approximately 400 feet of new access road, beginning at a junction point in the Ritchie County 74. The access road will be sloped at 2-3% towards the open ditch. All outlets of drainage structures and ditches will be to stable areas. The 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 preceding 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 in this plan will be submitted to the District for review.

04/05/2024



IV-9
(Rev 8-81)



DATE October 13, 1982

WELL NO. WK-165

State of West Virginia
Department of Mines
Oil and Gas Division

API NO. 47 - 085 - 5967

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME KEPCO, Inc. DESIGNATED AGENT E. L. Stuart
 Address 436 Boulevard of the Allies Address P. O. Box 1550
Pittsburgh, PA 15219 Address Clarksburg, WV 26301
 Telephone 412-471-7600 Telephone 304-624-6576

LANDOWNER B. B. Harper SOIL CONS. DISTRICT Little Kanawha
 Revegetation to be carried out by E. L. Stuart (Agent)

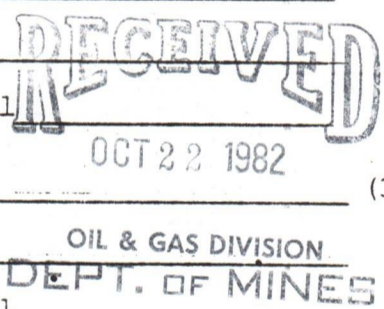
This plan has been reviewed by Little Kanawha SCD. All corrections and additions become a part of this plan: 10-17-82

(Date)
Jarrett Newton
(SCD Agent)

ACCESS ROAD

LOCATION

Structure <u>16" Min. Steel Road Culvert</u> (A)	Structure <u>Diversion Ditch</u> (1)
Spacing <u>As shown on sketch</u>	Material <u>Earth</u>
Page Ref. Manual <u>2-7 to 2-8</u>	Page Ref. Manual <u>2-12 to 2-13</u>
Structure <u>Drainage Ditch</u> (B)	Structure _____ (2)
Spacing <u>As shown on sketch</u>	Material _____
Page Ref. Manual <u>2-12 to 2-14</u>	Page Ref. Manual _____
Structure <u>Cross Drains</u> (C)	Structure _____ (3)
Spacing <u>As shown on sketch</u>	Material _____
Page Ref. Manual <u>2-1 to 2-4</u>	Page Ref. Manual _____



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 3.0 Tons/acre
 or correct to pH 6.5

Fertilizer 600 lbs/acre
 (10-20-20 or equivalent)

Mulch Hay or straw 2.0 Tons/acre

Seed* Ky 31 Tall Fescue 40 lbs/acre
Birdsfoot Trefoil 10 lbs/acre
Dom. Rye Grass 10 lbs/acre

Lime 3.0 Tons/acre
 or correct to pH 6.5

Fertilizer 600 lbs/acre
 (10-20-20 or equivalent)

Mulch Hay or straw 2.0 Tons/acre

Seed* Ky 31 Tall Fescue 40 lbs/acre
Birdsfoot Trefoil 10 lbs/acre
Dom. Rye Grass 10 lbs/acre

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

04/05/2024

Antia Judisan

PLAN PREPARED BY Mountain State Environmental Serv.

ADDRESS 102 S. Fourth Street

Clarksburg, West Virginia 26301

PHONE NO. 304/624-9700, 842-3325

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



State of West Virginia

Department of Mines
Oil and Gas Division
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 conversation 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,

Charlotte Milam

Charlotte Milam, Clerk
Office of Oil & Gas

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

MOUNTAIN STATE ENVIRONMENTAL SERVICE
PH. 624-9700
P.O. DRAWER 190
CLARKSBURG, WV 26301

Clarksburg Community Bank
CLARKSBURG, W. VA.

2078

69-121
515

PAY

TO
THE
ORDER
OF

* W. Va. Dept. of Mines

DATE	AMOUNT
October 22, 1982	\$800.00

Danna L. Barnes

⑈002078⑈ Ⓞ ⑆05⑆50⑆2⑆5⑆ 00 ⑆029 0⑈

04/05/2024

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

Perfs: 5697'-5852'	55 holes	Avg. press. 2800 psi; Avg. rate 27. BPM
5105'-5115'	41 holes	Avg. press. 2500 psi; Avg. rate 32 BPM
4821'-4825'	17 holes	} Avg. press. 2600 psi; Avg. rate 32 BPM
4444'-4457'	30 holes	

Fractured: Halliburton 12-1-82
3 stage frac job

1st stage 20,000 lbs. 20/40
2nd stage 28,000 lbs. 20/40
3rd stage 28,000 lbs. 20/40

1000 gal. 15% HCl, WG-12, 15-N
HC-2, KCl, Nitrogen

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS
					Including indication of all fresh and salt water, coal, oil and gas
Topsoil			0	30'	
Sandy shale			30'	152'	
Sand shale and sand			152'	276'	
Sandy shale, sand and shale			276'	662'	
Sandy shale and sand			662'	1300'	400' Freshwater
Sand			1300'	1484'	
Sandy shale			1484'	1521'	
Shale and sand			1521'	1624'	
Maxton sand			1624'	1682'	
Sand and shale			1682'	1792'	
Little Lime			1792'	1800'	
Shale and sand			1800'	1820'	
Big Lime			1820'	1878'	
Big Injun			1878'	2002'	
Sand, shale and sandy shale			2002'	2205'	
Weir			2205'	2315'	
Sand, shale and sandy shale			2315'	2582'	
Gordon			2582'	2606'	
Sand and shale			2606'	2788'	
5th			2788'	2800'	
Sandy shale and shale			2800'	2936'	
Bayard			2936'	2956'	
Shale			2956'	3314'	
Speechley			3314'	3369'	
Shale			3369'	3782'	
Balltown			3782'	3800'	
Sandy shale and shale			3800'	4220'	
Bradford			4220'	4230'	
Shale			4230'	4438'	
Riley			4438'	4458'	
Sandy shale and shale			4458'	4820'	
Benson			4820'	4826'	
Shale			4826'	5104'	
Alexander			5104'	5116'	4904' gas
Shale			5116'	5653'	
Devonian Shale			5653'	5995'	
TD				5995'	

(Attach separate sheets as necessary)

KEPCO, INC.

Well Operator

By: 

04/05/2024
Operations Manager

Date: December 13, 1982

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



IV-35
(Rev 8-81)

Date December 13, 1982
Operator's
Well No. WK-165
Farm Billy B. Harper
API No. 47 - 085 - 5967

RECEIVED State of West Virginia

JAN 27 1983

Department of Mines
Oil and Gas Division

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

WELL OPERATOR'S REPORT
OF

DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

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

LOCATION: Elevation: 934.7 Watershed Haddock Run
District: Clay County Ritchie Quadrangle Pennsboro, 7.5'

COMPANY Kepeco, Inc.
ADDRESS 436 Boulevard of the Allies
Pittsburgh, PA 15219
DESIGNATED AGENT E. L. Stuart
ADDRESS P.O. Box 1550
Clarksburg, West Virginia 26301
SURFACE OWNER Billy B. Harper
ADDRESS Rt. 2 Box 122
Pennsboro, WV 26415
MINERAL RIGHTS OWNER Harvey K. Haymond, Jr.
ADDRESS W.Va. Sec. Rt. 74
Pennsboro, West Virginia 26415
OIL AND GAS INSPECTOR FOR THIS WORK Samuel
N. Hersman ADDRESS Smithville, WV 26178
PERMIT ISSUED October 27, 1982
DRILLING COMMENCED 11-13-82
DRILLING COMPLETED 11-18-82
IF APPLICABLE: PLUGGING OF DRY HOLE ON
CONTINUOUS PROGRESSION FROM DRILLING OR
REWORKING. VERBAL PERMISSION OBTAINED
ON N/A

Casing & Tubing	Used in Drilling	Left in Well	Cement fill up Cu. ft.
Size 20-16 Cond.			
13-10"	34'	34'	10 sx
9 5/8			
8 5/8	1312'	1312'	250 sx pozmix 100 sx Class
7			
5 1/2			
4 1/2	5921'	5921'	410 sks poz mix
3			
2			
Liners used			

GEOLOGICAL TARGET FORMATION Elk Depth 5806 feet
Depth of completed well 5995 feet Rotary x / Cable Tools
Water strata depth: Fresh 400' feet; Salt None Reported feet
Coal seam depths: None reported Is coal being mined in the area? No

OPEN FLOW DATA
Producing formation Devonian shale; Alexander; Benson; Riley Pay zone depth 5697'; 5105'; 4821'; 4444' feet
Gas: Initial open flow 15 Mcf/d Oil: Initial open flow 0 Bbl/d
Final open flow 643 Mcf/d Oil: Final open flow 0 Bbl/d
Time of open flow between initial and final tests 8 hours
Static rock pressure 1500 psig (surface measurement) after 48 hours shut in
(If applicable due to multiple completion--)
Second producing formation Pay zone depth 04/05/2024 feet
Gas: Initial open flow Mcf/d Oil: Initial open flow Bbl/d
Final open flow Mcf/d Oil: Final open flow Bbl/d
Time of open flow between initial and final tests hours
Static rock pressure psig (surface measurement) after hours shut in

(Continue on reverse side)

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

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INSPECTOR'S WELL REPORT

NOV 23 1982

Permit No. 85-5967

OIL AND GAS DIVISION
DEPARTMENT OF MINES
(KIND)

Company Kepeco Inc.
 Address _____
 Farm Billy B. Harper
 Well No. W-K. 165
 District Clay County Ritchie
 Drilling commenced 11-13-82
 Drilling completed _____ Total depth _____
 Date shot _____ Depth of shot _____
 Initial open flow _____ /10ths Water in _____ Inch
 Open flow after tubing _____ /10ths Merc. in _____ Inch
 Volume _____ Cu. Ft.
 Rock pressure _____ lbs. _____ hrs.
 Oil _____ bbls., 1st 24 hrs.
 Fresh water _____ feet _____ feet
 Salt water _____ feet _____ feet

CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Size			
16			Kind of Packer _____
13			
10			Size of _____
8 1/4			
6 5/8			Depth set _____
5 3/16			
3			Perf. top _____
2			Perf. bottom _____
Liners Used			Perf. top _____
			Perf. bottom _____

CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____
 NAME OF SERVICE COMPANY _____
 COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES
 _____ FEET _____ INCHES FEET _____ INCHES
 _____ FEET _____ INCHES FEET _____ INCHES

Drillers' Names John Boyd - William Boyd - K. Greathouse
Carl E. Smith Rig # 6 tool Pusher William Weckley

Remarks:
Ran 1312' foot of 8 5/8 casing
Halliburton ran 350 sacks cement
Plug Down at 8 AM.

11-15-82
DATE

Samuel T. Nesman 04/05/2024
DISTRICT WELL INSPECTOR

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

RECEIVED

NOV 23 1982

INSPECTOR'S WELL REPORT

OIL AND GAS DIVISION
WV DEPARTMENT OF MINES

Permit No. 85-5967

Oil or Gas Well _____
(KIND)

Company Kepecs Inc.
 Address _____
 Farm Billey B. Harper
 Well No. W.K. 165
 District Clay County Ritchie
 Drilling commenced 11-13-82
 Drilling completed 11-19-82 Total depth Ran 5921 foot of 4 1/2 casing
 Date shot _____ Depth of shot _____
 Initial open flow _____ /10ths Water in _____ Inch
 Open flow after tubing _____ /10ths Merc. in _____ Inch
 Volume _____ Cu. Ft.
 Rock pressure _____ lbs. _____ hrs.
 Oil _____ bbls., 1st 24 hrs.
 Fresh water _____ feet _____ feet
 Salt water _____ feet _____ feet

CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Size			
16			Kind of Packer _____
13			
10			Size of _____
8 1/4			
6 3/8			Depth set _____
5 3/16			
2			Perf. top _____
			Perf. bottom _____
Liners Used			Perf. top _____
			Perf. bottom _____

CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____
 NAME OF SERVICE COMPANY _____
 COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES
 _____ FEET _____ INCHES FEET _____ INCHES
 _____ FEET _____ INCHES FEET _____ INCHES

Drillers' Names John Boyd - William Boyd - K. Breathouse
Carl E. Smith Rig #6 Tool Pusher - William Weckley

Remarks: Ran 5921 foot of 4 1/2" casing
Halliburton ran 410 sacks of 50-50 Pos mix
Plug down at 8:20 P.M.

No visit - Called in by Alden Morris
11-19-82
 DATE

Samuel N. Hersman 04/05/2024
 DISTRICT WELL INSPECTOR

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

RECEIVED

MAY 10 1983

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

Permit No. 85-5967

Oil or Gas Well _____
(KIND)

Company Keeco Inc.
 Address _____
 Farm Billy B. Harper
 Well No. WK-165
 District Clay County Ritchie
 Drilling commenced _____
 Drilling completed _____ Total depth _____
 Date shot _____ Depth of shot _____
 Initial open flow _____ /10ths Water in _____ Inch
 Open flow after tubing _____ /10ths Merc. in _____ Inch
 Volume _____ Cu. Ft.
 Rock pressure _____ lbs. _____ hrs.
 Oil _____ bbls., 1st 24 hrs.
 Fresh water _____ feet _____ feet
 Salt water _____ feet _____ feet

CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Size			
16			Kind of Packer _____
13			
10			Size of _____
8 1/4			
6 5/8			Depth set _____
5 3/16			
3			Perf. top _____
2			Perf. bottom _____
Liners Used			Perf. top _____
			Perf. bottom _____

CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____
 NAME OF SERVICE COMPANY _____
 COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES
 _____ FEET _____ INCHES FEET _____ INCHES
 _____ FEET _____ INCHES FEET _____ INCHES

Drillers' Names _____

Remarks: Status Report

Reclamation Partly done - Pit filled, Location roughed in some road work to be done

Can not release at this time

5-6-83
DATE

Samuel N. Hershey 04/05/2024
DISTRICT WELL INSPECTOR

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

RECEIVED
JUL 28 1983

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

Permit No. 085 5967

Oil or Gas Well _____
(KIND)

Company <u>Kapco, Inc.</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address _____	Size			
Farm <u>Billy B. Harper</u>	16			Kind of Packer _____
Well No. <u>wk-165</u>	13			
District <u>Clay</u> County <u>Ritchie</u>	10			Size of _____
Drilling commenced _____	8 1/4			
Drilling completed _____ Total depth _____	6 3/8			Depth set _____
Date shot _____ Depth of shot _____	5 3/16			
Initial open flow _____ /10ths Water in _____ Inch	3			Perf. top _____
Open flow after tubing _____ /10ths Merc. in _____ Inch	2			Perf. bottom _____
Volume _____ Cu. Ft.	Liners Used			Perf. top _____
Rock pressure _____ lbs. _____ hrs.				Perf. bottom _____
Oil _____ bbls., 1st 24 hrs.	CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____			
Fresh water _____ feet _____ feet	NAME OF SERVICE COMPANY _____			
Salt water _____ feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names _____

Remarks: OK To Release

7 25 83
DATE

James R. [Signature] 04/05/2024
DISTRICT WELL INSPECTOR



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

WALTER N. MILLER
DIRECTOR

THEODORE M. STREIT
ADMINISTRATOR

August 12, 1983

Kepeco, Inc.
420 Blvd. of the Allies
Pittsburgh, Pa. 15219

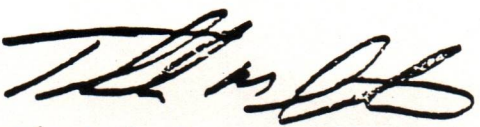
Gentlemen:

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:

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

Very truly yours,


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

04/05/2024

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PW-195
Put-5967

THIS MEMORANDUM OF LEASE, Made this 1st day of June, 1981, by and between BILLY B. HARPER and MARTHA JANE HARPER, his wife, 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 tract 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 Parcel 1, for the purpose of drilling and operating for oil and gas for a term of four (4) years from this date 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. Said tract is a part of a 168 acre tract owned by Lessors.

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.

Billy B Harper (SEAL)
BILLY B. HARPER

Martha Jane Harper (SEAL)
MARTHA JANE HARPER

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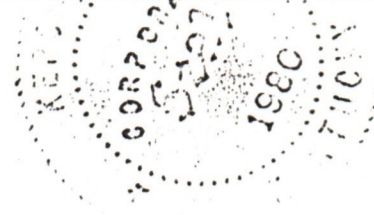
OIL & GAS DIVISION
DEPT. OF MINES

KEPCO, INC.

By [Signature]
Its EXECUTIVE VICE PRESIDENT

ATTEST:

R. R. Martin
Its ASSISTANT SECRETARY



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

The foregoing instrument was acknowledged before me by
BILLY B. HARPER and MARTHA JANE HARPER, his wife, on this 9
day of April, 1981, in my said County.

My Commission Expires: May 8 1983

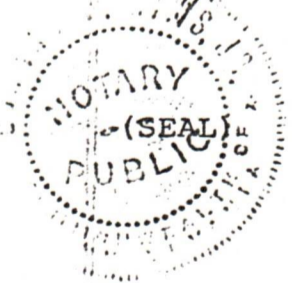
(SEAL)

Charles L. DuLaney
Notary Public

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

The foregoing instrument was acknowledged before me by
JOHN G. CALDWELL, EXECUTIVE VICE PRESIDENT of
KEPCO, INC., a Kentucky corporation, on this 21 day of
April, 1981, on behalf of said corporation.

My Commission Expires: May 20, 1982



Edward J. Kincaid, Jr.
Notary Public

This instrument prepared by:

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

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KW-195

THIS AGREEMENT, Made this the 1st day of June, 1981, by and between BILLY B. HARPER and MARTHA JANE HARPER, his wife, parties of the first part, hereinafter 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; on the East by lands of Harvey K. Haymond; on the South by lands of Route No. 74; and on the West by lands of Harvey K. Haymond, containing 94 acres, more or less, which tract is more particularly shown on the plat attached hereto as Exhibit A as Parcel 1, and is part of a 159 acre tract owned by Lessors; 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.

I.

Lessors except and reserve the right to lay a pipeline, at Lessors' expense, to the nearest well producing gas on the above described land or lands pooled therewith, and to take gas produced from such well to an amount not to exceed two hundred thousand

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(200,000) cubic feet per year, free of cost, for Lessors' own use for heat and light, in one dwelling only situate on said 159a. tract at Lessors' risk, subject to the use, operation, pumping and right of abandonment of such well by Lessee. Lessors agree that all gas in excess of two hundred thousand (200,000) cubic feet taken and used in such dwelling each year shall be paid for by Lessors at the same price Lessee pays Lessors for same, that the measurement and regulation thereof shall be by meter and regulators set at the valve on the well, and that such gas so taken shall be used with economy, in safe and proper pipes and appliances, and that Lessor shall subscribe to and be bound by the reasonable rules and regulations of Lessee, published at that time, relating to such taking and use of gas.

II.

A. 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 prosecuted as hereinafter provided. "Drilling operations" include operations for the drilling of a new well, the reworking, deepening 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 commencement of drilling operations on another well or hole. If, at the 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.

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04/05/2024

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 oil produced and saved from said land.

VI.

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.

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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.

A. 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.

VII.

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

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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 at: Route 2, Box 122, Pennsboro, West Virginia, in care of Billy B. Harper, who is hereby appointed agent to receive and receipt for same.

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 surrendered.

X.

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 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

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ON A CALIFORNIA

The commencement of a well, the conduct of other drilling operations, 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 for 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.

XII.

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, 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.

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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 that no verbal 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.

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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:

Billy Harper (SEAL)
BILLY B. HARPER

Martha Jane Harper (SEAL)
MARTHA JANE HARPER

ATTEST:

L. R. Martin
ASSISTANT Secretary

KEPCO, INC.

By *John G. Caldwell*
JOHN G. CALDWELL
Executive Vice President

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

STATE OF W.V,

COUNTY OF Ritchie, TO-WIT:

I, Shirley D. Dulaney a Notary Public of said County of Ritchie, 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 26 day of February, 1982

My Commission Expires: May 8, 1983.

Shirley D. Dulaney
Notary Public

(SEAL)

STATE OF PENNSYLVANIA,

COUNTY OF ALLEGHENY, TO-WIT:

I, EDWARD J. KIMS, JR., a Notary Public of said County of Allegheny, do certify that JOHN G. CALDWELL, Executive Vice President of KEPCO, INC., who signed the writing hereto annexed, bearing date the 1st day of June, 1981, for KEPCO, INC., has this day in my said County, before me, acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand and Official Seal this 21 day of April, 1982.

My Commission Expires: May 20, 1982.

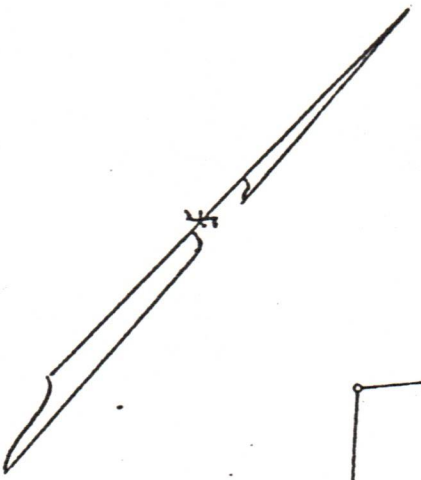
Edward J. Kims, Jr.
Notary Public

(SEAL)

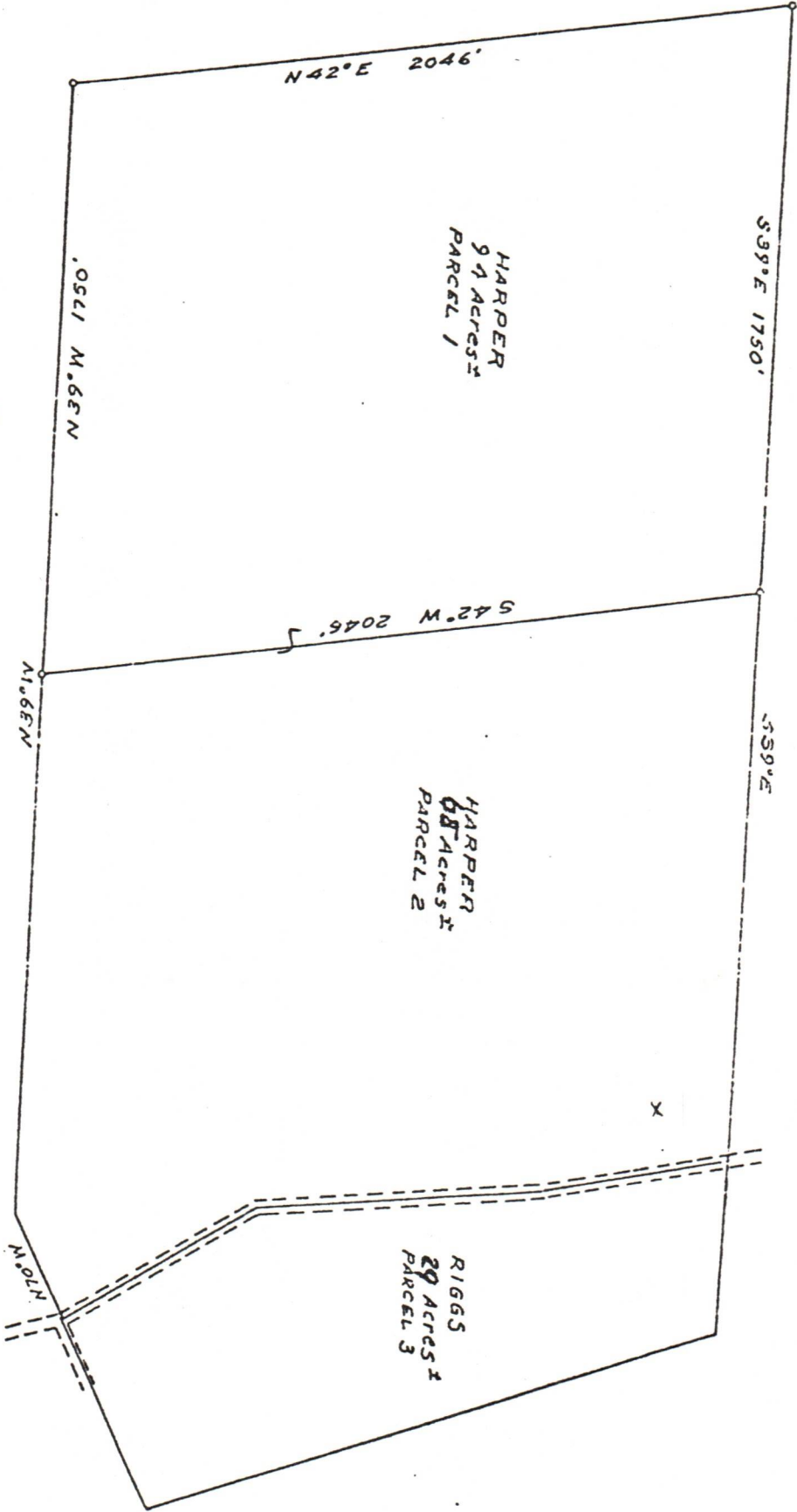
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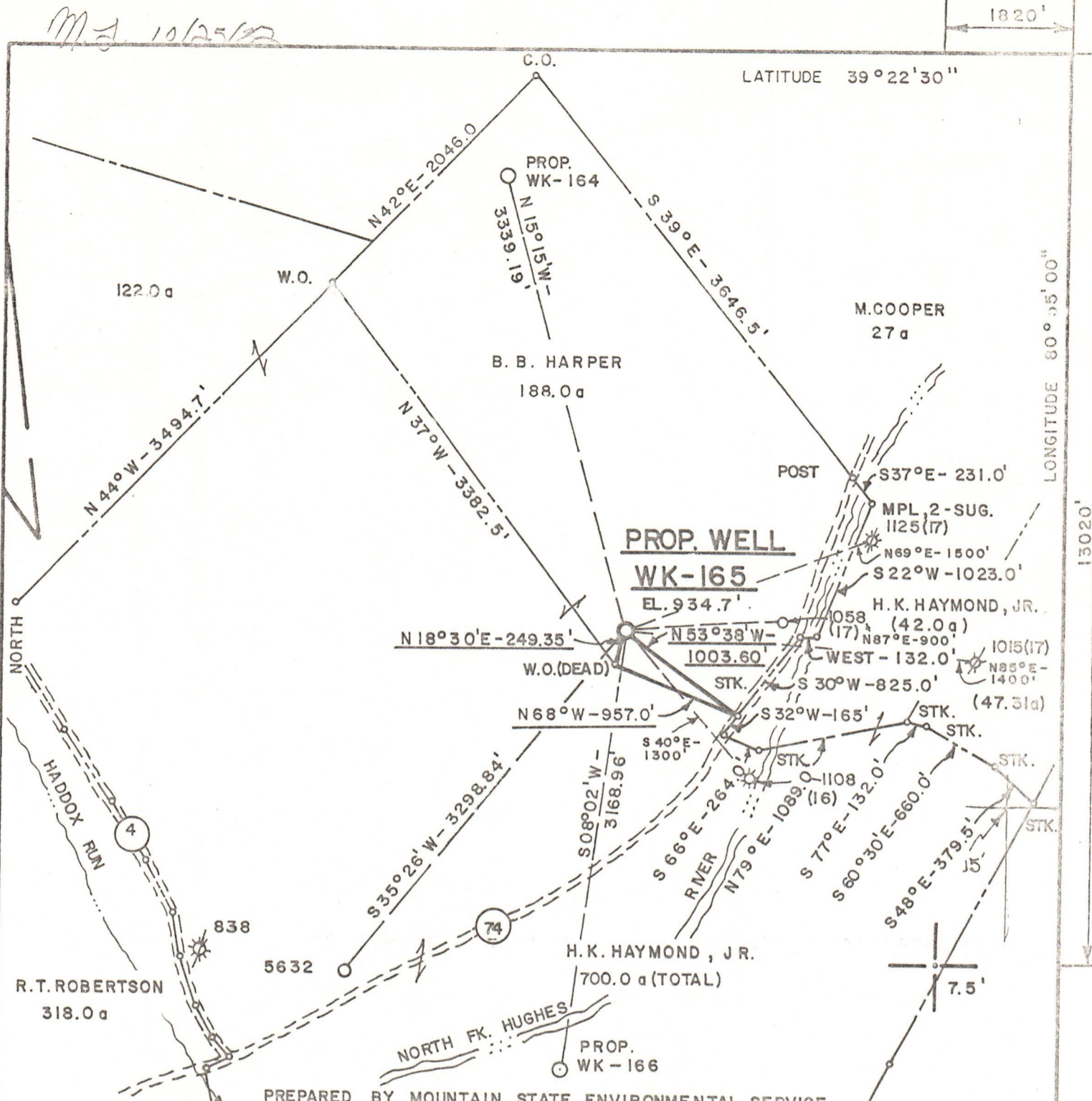


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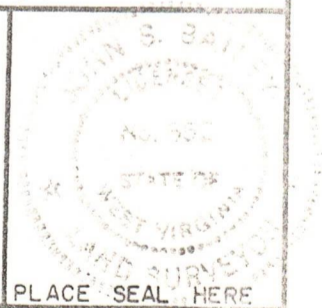
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PREPARED BY MOUNTAIN STATE ENVIRONMENTAL SERVICE

FILE NO. MSES NO. 128
 DRAWING NO. _____
 SCALE 1" = 1000'
 MINIMUM DEGREE OF ACCURACY 1 PART IN 200
 PROVEN SOURCE OF ELEVATION INT. RT. NO. 74 & 4
B.M. EL. 825.0'

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) John D. Bailey
 R.P.E. _____ L.L.S. 652



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



Department of Mines
 Oil & Gas Division

DATE OCTOBER - 13, 19 82
 OPERATOR'S WELL NO. WK-165
 API WELL NO. 47 - 085 - 5967
 STATE COUNTY PERMIT

WELL TYPE: OIL ___ GAS X LIQUID INJECTION ___ WASTE DISPOSAL ___
 (IF "GAS", PRODUCTION ___ STORAGE ___ DEEP ___ SHALLOW X)
 LOCATION: ELEVATION 934.7' WATER SHED HADDOX RUN
 DISTRICT CLAY COUNTY RITCHIE
 QUADRANGLE PENNSBORO, 7.5' (1976)
 SURFACE OWNER B. B. HARPER ACREAGE 188.0
 OIL & GAS ROYALTY OWNER H. K. HAYMOND, JR. LEASE ACREAGE 606.0
 LEASE NO. _____
 PROPOSED WORK: DRILL X CONVERT ___ DRILL DEEPER ___ REDRILL ___ FRACTURE OR
 STIMULATE ___ PLUG OFF OLD FORMATION ___ PERFORATE NEW
 FORMATION ___ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) _____

PLUG AND ABANDON ___ CLEAN OUT AND REPLUG ___
 TARGET FORMATION ALEXANDER / FOX ESTIMATED DEPTH 5900'
 WELL OPERATOR KEPCO, INC. DESIGNATED AGENT KEPCO, INC. E.L. STUART
 ADDRESS 436 BLVD. OF THE ALLIES ADDRESS 436 BLVD. OF THE ALLIES P.O. BOX 1550
PITTSBURGH, PA. 15219 PITTSBURGH, PA. 15219 CLAYBORNE

04/05/2024

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 continuously 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 and gas, to 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;

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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 of 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 land covered by this lease which is placed in the pooled area as the amount of the surface acreage in 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.

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