



1) Date: March 31, 19 83
 2) Operator's Well No. B=536
 3) API Well No. 47 001 1928
 State County Permit

DRILLING CONTRACTOR:
S.W. Jack Drilling Company
Buckhannon, W. Va.

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: 2285 Watershed: Hanging Run
 District: Valley County: Barbour Quadrangle: Ellamore 7 1/2 Min.
- 6) WELL OPERATOR Berry Energy Consultants & Mgrs 11) DESIGNATED AGENT W.B. Berry
 Address P.O. Box 5 Address 11th Fl. Union Nat'l Bank Bldg.
Clarksburg, W. Va. 26301 Clarksburg, W. Va. 26301
- 7) OIL & GAS ROYALTY OWNER L.L. Moss, et al 12) COAL OPERATOR Non-operated
 Address R.F.D. 2, Box 201 Address
Buckhannon, W. Va. 26201
- 8) SURFACE OWNER Kyle & Ruth Conner 13) COAL OWNER(S) WITH DECLARATION ON RECORD:
 Address Rt. #1 Name Carbona Mining Co.
Belington, W. Va. 26200 Address P.O. Box 1877
 Baltimore, Md. 21203
- 9) FIELD SALE (IF MADE) TO:
 Address
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED
 Name Robert Stewart
 Address P.O. Box 345
Jane Lew, W. Va. 26378
- 14) COAL LESSEE WITH DECLARATION ON RECORD:
 Name Unknown
 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, Haverty, Elk & Benson
- 17) Estimated depth of completed well, 5400' feet
- 18) Approximate water strata depths: Fresh, Unknown feet; salt, None feet.
- 19) Approximate coal seam depths: 91' - 96' Is coal being mined in the area? Yes / No XX /

RECEIVED
 MAY 13 1983
 OIL & GAS DIVISION
 DEPT. OF MINES

20) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (Cubic feet)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For drilling	Left in well		
Conductor	113/4	API	42#	X		30'	30'		Kinds
Fresh water									
Coal									Sizes
Intermediate	8-5/8	API	24#	X		1000'	1000'	To Surface	<u>NEAT</u>
Production	4-1/2	API	10#	X		5360'	2860'	To Surface	Depths set *
Tubing									
Liners									Perforations:
									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: Mary Ann Ferguson Signed: W.B. Berry
 My Commission Expires April 22, 1991 Its: Operator

OFFICE USE ONLY

Permit number 47-001-1928 **DRILLING PERMIT** Date May 28 19 83

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

Permit expires January 28, 1984 unless drilling is commenced prior to that date and prosecuted with due diligence.

Bond:	Agent: <u> </u>	Plat: <u> </u>	Casing: <u> </u>	Fee: <u>1045</u>
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T. H. A.
 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.

DRIFT WAIVER

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

Date: _____, 19____

By _____

Its _____

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
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- 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
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 - (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;
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WAIVER

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ELKINS VALLEY COAL CO., INC.

Date: May 23, 19 83

By John M. McCall, Jr.
Its President



1) Date: March 31, 19 83
 2) Operator's Well No. B=536
 3) API Well No. 47 001 1928
 State County Permit

DRIELING CONTRACTOR:
S.W. Jack Drilling Company
Buckhannon, W. Va.

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: 2285 Watershed: Hanging Run
 District: Valley County: Barbour Quadrangle: Ellamore 7 1/2 Min.
- 6) WELL OPERATOR Berry Energy Consultants & Mgrs 11) DESIGNATED AGENT W.B. Berry
 Address P.O. Box 5 Address 11th Fl. Union Nat'l Bank Bldg.
Clarksburg, W. Va. 26301 Clarksburg, W. Va. 26301
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 Address Name
 Address
- 10) OIL & GAS INSPECTOR TO BE NOTIFIED 14) COAL LESSEE WITH DECLARATION ON RECORD:
 Name Robert Stewart Name Unknown
 Address P.O. Box 345 Address
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 Plug off old formation / Perforate new formation /
 Other physical change in well (specify)
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RECEIVED

JUN 9 1983

OIL AND GAS DIVISION
 WV DEPARTMENT OF MINES

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- Notary: Mary Ann Burger Signed: W.B. Berry
 My Commission Expires April 23, 1991 Its: Operator

OFFICE USE ONLY
 DRILLING PERMIT

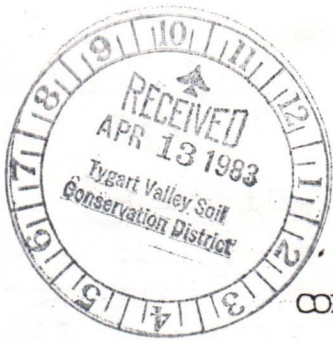
Permit number Date

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

Bond:	Agent:	Plat:	Casing	Fee

Administrator, Office of Oil and Gas



DATE April 14, 1983

WELL NO. B-536

State of West Virginia

API NO. 47-001-1928

Department of Mines
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Berry Energy Consultants & Mgr's., Inc DESIGNATED AGENT W. B. Berry

Address P.O. Box 5, Clarksburg, WV 26301

Address P.O. Box 5, Clarksburg, WV 26301

Telephone 622-3450

Telephone 622-3450

LANDOWNER Kyle & Ruth Conner

SOIL CONS. DISTRICT Tygart Valley

Revegetation to be carried out by Reputable Contractor (Agent)

This plan has been reviewed by Tygart Valley SCD. All corrections and additions become a part of this plan: 4-16-83

(Date)

Gunni Hedrick
(SCD Agent)

ACCESS ROAD

LOCATION

Structure Existing driveway to trailer (A)

Structure Wooded area - 2nd growth (1)
No timber

Spacing Stone Base

Material _____

Page Ref. Manual _____

Page Ref. Manual _____

Structure Culvert (B)

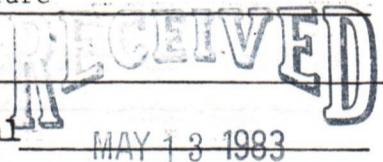
Structure Pasture (2)

Spacing 12" or over

Material _____

Page Ref. Manual _____

Page Ref. Manual _____



Structure _____ (C)

Structure _____ (3)

Spacing _____

Material GIL & GAS DIVISION
DEPT. OF MINES

Page Ref. Manual _____

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 Tons/acre
or correct to pH 6.5

Lime 3 Tons/acre
or correct to pH 6.5

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

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

Mulch 2 Tons/acre

Mulch 2 Tons/acre

Seed* Ky. Tall Fescue 30 lbs/acre

Seed* Ky. Tall Fescue 30 lbs/acre

Dom Rye 10 lbs/acre

Dom Rye 10 lbs/acre

Birds Foot 10 lbs/acre

Birds Foot 10 lbs/acre

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

PLAN PREPARED BY Berry Energy Consultants

ADDRESS P. O. Box 5

Clarksburg, WV 26301

PHONE NO. 622-3450

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

THIS INSTRUMENT PREPARED BY WILLIAM H. BOWIE

10. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change of division in ownership of the premises, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the premises, rentals or royalties shall be binding upon Lessee for any purpose until thirty (30) days after the person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original Lessor. In case of assignment of this lease as to any part or parts (whether divided or undivided) of the premises, all rental payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area (using the acreage content set forth in good faith in such assignment) or undivided interest of each and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. No owner of an interest in this lease in whole or in part shall be liable for the failure of any prior, subsequent or concurrent owner to perform the terms, conditions, and obligations of this lease, express or implied.

11. Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation after which all payments and liabilities hereunder thereafter shall cease and determine and if the whole is surrendered then this lease shall become absolutely null and void.

12. Lessor hereby warrants and agrees to defend the title to the premises against all persons whomsoever and agrees that the Lessee at its option may pay, discharge, or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the 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 any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages, or other liens. In case of any controversy or dispute regarding title to the premises or any part thereof, or regarding the ownership of any sums payable hereunder, Lessee shall have the right to withhold and retain without accrual of interest all sums payable hereunder which are subject to such controversy or dispute until the final determination of said controversy or dispute and then to distribute the same among those lawfully entitled thereto.

13. If during the last ninety (90) days of the primary term hereof or at any time after the expiration of the primary term, production of oil and gas in paying quantities from the premises, or lands pooled therewith, should cease for any reason, or if during or after such ninety (90) day period and prior to discovery of oil or gas on the premises or lands pooled therewith, Lessee should complete a dry hole thereon, this lease shall not terminate if Lessee commences or resumes additional operations on the premises or lands pooled therewith, within ninety (90) days after production ceased or the well was completed as a dry hole, whichever is applicable. If, at the expiration of the primary term, oil or gas is not being produced in paying quantities from the premises, or lands pooled therewith, but Lessee is then engaged in operations thereon, this lease shall remain in force so long as operations are prosecuted (whether on the same or different wells) with no cessation of more than ninety (90) consecutive days, and if they result in production, so long thereafter as oil or gas is produced in paying quantities from the premises or lands pooled therewith. The term "operations" as used in this lease shall include but not be limited to the drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well (and all work preparatory, incident or related to any such operation) in search for on in an endeavor to obtain, restore, maintain, or to increase production of oil, liquid hydrocarbons, or gas or any of them.

14. All express or implied covenants of this lease shall be subject to all Federal and state laws, executive orders, rules and regulations and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages, for failure to comply herewith if compliance is prevented by, or if such failure is a result of, any such law, order, rule or regulation, or if prevented by an act of God, the public enemy, labor disputes, inability to obtain materials, failure of transportation or other cause beyond the control of Lessee.

15. This lease embodies the entire agreement between the parties and no representation or promise on behalf of either party shall be binding unless contained herein or mutually agreed to in writing by all parties hereto. This agreement shall be binding upon each Lessor who shall execute the same and upon Lessee from and after the date of delivery to Lessee or its representative by the executing Lessor.

16. All monies coming due hereunder shall be paid or tendered to L.L. MOSS RFD 2 BOX 201
BUCKHANNON WVA 26201 AND ALL OTHER LESSORS, THE
PROPORTIONATE SHARE direct, or by check or draft payable to his (or her) order mailed to
LESSOR EXCEPTS AND RESERVES ALL FORMATIONS BELOW 6,500 FEET OR PERMITTED DEPTH
and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payments that may become due and payable hereunder unless the Lessee shall refuse or neglect to pay the same for sixty (60) days after having received written notice by registered mail from the Lessor of his intention to declare such default.

LESSEE OR HIS ASSIGNS AGREE TO PAY LESSOR WITHIN TEN (10) DAYS FROM ABOVE DATE THE
SUM OF THREE THOUSAND (\$3,000.00) DOLLARS (SUBJECT TO A GOOD AND MERCHANTABLE TITLE) AS
ADVANCED ROYALTIES AND RECEIVABLE TO LESSEE OR ASSIGNS AS ADVANCED ROYALTIES
LESSEE OR ASSIGNS SHALL BEGIN
OPERATIONS FOR SECOND WELL WITHIN 12 MONTHS OF COMPLETION OF WELL NUMBER ONE OR SURRENDER
REMAINING ACREAGE SUFFICIENT FOR DRILLING OF ANOTHER WELL OR FORFEIT HIS RIGHT TO RECOVER
ADVANCED ROYALTIES.
IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WILLIAM H. BOWIE David B. Berry L.L. Moss - Margaret Moss (SEAL)
132 WALDECK STREET H.L. Moss (SEAL)
CLARKSBURG, W. VA. 26301 Rosemary Moss (SEAL)
William Warner Wacker (SEAL)
Carroll Lee Wacker (SEAL)
John L. Moss (SEAL)
Herbert Ann Moss (SEAL)
STATE OF WEST VIRGINIA)
COUNTY OF BARBOUR) D. Kent Moss (SEAL)

I, the undersigned, a Notary Public of said County, do hereby certify that L.L. MOSS AND MARGARET MOSS
PROPERLY MOSS WARNER WACKER CARROLL LEE WACKER WIFE; JOHN L. MOSS HERBERT ANN MOSS WIFE; D. KENT MOSS, SINGLE
whose name(s) are signed to the within writing bearing date of 11 day of DECEMBER
19 82 have this day acknowledged the same before me in my said County.
Given under my hand and official seal this 11 day of DECEMBER, 19 82
My commission expires Feb 27, 1991

William H. Bowie
Notary Public
COMMISSIONER FOR WEST VIRGINIA
STATE OF Pennsylvania)
COUNTY OF Westmoreland)
I, the undersigned, a Notary Public of said County, do hereby certify that
W. T. MOSS & ROSEMARY MOSS, HIS WIFE
whose name(s) are signed to the within writing bearing date the 11th day of DECEMBER
19 82 have this day acknowledged the same before me in my said County.
Given under my hand and official seal this 11 day of December, 19 82
My Commission expires Feb 27, 1991

William H. Bowie
Notary Public
COMMISSIONER FOR WEST VIRGINIA
STATE OF West Virginia

OIL AND GAS LEASE

THIS AGREEMENT, made this 11 day of December 1982 between L. L. MOSS AND MARGARET MOSS, HIS WIFE; M. T. MOSS AND ROSEMARY MOSS HIS WIFE; BEVERLY MOSS WARNER AND CARROLL LEE WARNER, HER HUSBAND; JOHN L. MOSS AND DEBRA ANN MOSS, HIS WIFE; D. KENT MOSS, SINGLE

Lessor (whether one or more) and DAVID B. BERRY WIFE and WILLIAM H. BOWIE, hereinafter called Lessee, 132 WALDECK STREET CLARKSBURG, W. VA. 26304

WITNESSETH:

1. Lessor in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of exploring, drilling, and operating for and producing oil, liquid hydrocarbons, all gases, and the respective constituents thereof, injecting gas, waters, other fluids and air into subsurface strata, and laying pipelines, storing oil, building roads, tanks, power stations, telephone lines and other structures and things thereon as are necessary, useful, or convenient to produce, save, take care of, treat, process, and transport said oil, liquid hydrocarbons, all gases and other products manufactured therefrom, the following described land in Valley

District, County of Barbour State of West Virginia, and bounded as follows:

- On the North by J. M. Reel;
- On the EAST by CHARLES CATHELL OIL & GAS DIVISION
- On the SOUTH by J. W. THORNHILL DEPT. OF MINES
- On the WEST by J. W. THORNHILL; James FLANNAGAN

hereinafter called "premises" being the same land conveyed in whole or in part to Lessor by R. WOODROW CASTLE by deed dated MAY 30, 1980, and recorded in said county records in Book No. 284 Page 375 For all purposes of this lease, the premises shall be deemed to contain 79 acres, whether more or less.

2. This lease shall remain in force for a primary term of SIX MONTHS years from the date hereof and as long thereafter as oil or gas is produced in paying quantities from the premises or from lands pooled therewith, or this lease is maintained in force by any subsequent provision hereof.

3. Lessee shall deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect his wells the equal one-eighth (1/8) part of all oil or liquid hydrocarbons produced and saved from the premises, and shall pay Lessor on gas, including casinghead gas and other gaseous substances, produced from the premises and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the general wholesale market price at the well of one-eighth (1/8) of the gas so sold or used; provided that on gas sold on the premises the royalty shall be one-eighth (1/8) of the amount realized from the sale of gas as such; and provided that in no event shall the gas royalty payable hereunder be computed on the basis of a price the collection of which by Lessee is unlawful or prohibited by order or regulation of any governmental authority having jurisdiction. Payment for royalties in accordance herewith shall constitute full compensation for the gas and all of its components.

4. If at any time either during or after the primary term hereof there is a well capable of producing oil and/or gas in paying quantities located upon the premises ~~or on lands pooled therewith~~ but such well is shut-in (whether before or after production) and this lease is not otherwise maintained in force by production, it shall be considered nevertheless that oil and gas are being produced in paying quantities within the meaning of this lease. While the lease is continued in force in this manner, Lessee shall pay to Lessor an annual shut-in royalty equal to the amount of annual rental provided herein for the acreage then held under this lease. The first such payment shall be due and payable to Lessor on or before the later of: (i) the delay rental anniversary date next following the date the well is shut-in; (ii) 120 days after the well is shut-in; or (iii) 120 days after this lease ceases to be otherwise continued in force by production. Subsequent payments shall be payable annually thereafter on or before the anniversary of the first such payment, until production is commenced or resumed, or this lease is otherwise maintained in force. Lessee's failure to timely and/or properly pay the shut-in royalty shall render it liable for the amount due, but shall not operate to terminate this lease.

5. Lessee agrees to pay a rental at the rate of SEVEN DOLLARS per acre per annum, payable annually, beginning MARCH 11 1983 and, until a production well yielding royalty or shut-in royalty to the Lessor is drilled on the premises or lands pooled therewith, or until a surrender of this lease has been filed in the proper county by Lessee, whichever is the earlier event; provided that in not event shall such annual rental be due or payable at or after the expiration of the primary term hereof. If, after production of oil and or gas in paying quantities has commenced from a well or wells on the premises or on lands pooled therewith, such well(s) are abandoned and all production therefrom should cease more than one (1) year prior to the end of the primary term, Lessee shall resume the payment of annual rentals on the next ensuing rental anniversary date subject to the earlier provisions of this paragraph.

6. Lessee is granted the right and option at any time or times while this lease is in force to pool or combine as it sees fit all or any part of the premises, or formation, depth or depths thereunder, with any other land, lease, leases, or parts thereof, or formation, depth, or depths thereunder, in the vicinity of the premises covered hereby, into one or more units for the production of oil and/or gas. No unit shall exceed 640 acres in size unless prescribed or permitted by applicable law or administrative order, rule or regulation, provided a unit formed hereunder may thereafter be reduced or enlarged in Lessee's sole discretion to embrace less or more acres up to such maximum acreage content. To create, reduce or enlarge unit, Lessee shall file a written designation in the county or counties in which the pooled premises are located. A unit may be so formed, reduced, or enlarged either before or after the completion of wells thereon. Operations or production on any part of the unit shall be treated as if such operations were upon or such production was from the premises covered hereby, whether the well or wells be located on the premises or not. The entire acreage pooled into a unit shall be treated for all purposes (except for the computation and payment of shut-in royalty hereunder and the payment of royalties on production from the pooled unit) as if it were included in this lease. In lieu of the production royalties herein provided, Lessor shall receive on production from a unit so pooled only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit bears to the total acreage so pooled in the particular unit involved.

7. If Lessor owns a lesser interest in the oil and gas in and under the premises than the entire undivided interest therein, then the royalties, rentals, and other payments herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided interest therein.

8. No well may be drilled nearer than 200 feet to any dwelling house now on said premises without the written consent of Lessor. Lessee shall have the right to use free of cost, gas, oil and water produced from the premises for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures, or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops, trees, and fences located on the premises.

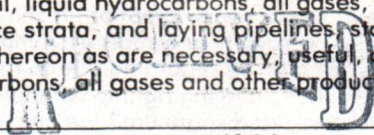
9. SURFACE OWNER Lessor may lay a line to any gas well on the premises and take free of cost up to (but never more than) two hundred thousand (200,000) cubic feet of gas per year produced from said well for light and heat in one (1) principal dwelling house on the premises at Lessor's own risk, subject to the use and right to abandonment of said well by Lessee. SURFACE OWNER Lessor shall at its sole expense furnish, install, and maintain necessary meter and regulator in a manner and at a location satisfactory to Lessee. It is specifically provided, however, that no more than 40,000 cubic feet shall be used in any month. In the event the leased premises or any part is pooled or consolidated hereunder with any other lands (notwithstanding anything to the contrary herein), then only the gas owner which owns the surface of the lands on which a producing gas well is located may take gas in accordance with the foregoing.

THIS INSTRUMENT PREPARED BY WILLIAM H. BOWIE

W. H. BOWIE

PAYING DEBT TO BERRY WIFE

W. H. BOWIE



OIL & GAS DIVISION
DEPT. OF MINES

Berry Energy Consultants & Managers, Inc.

ELEVENTH FLOOR
UNION NATIONAL BANK BUILDING
POST OFFICE BOX 5
CLARKSBURG, WEST VIRGINIA 26301
April 20, 1983

W. B. BERRY
PRESIDENT

PHONE: 304/622-3450

RECEIVED

MAY 13 1983

CERTIFIED MAIL

Carbona Mining Co.
P. O. Box 1877
Baltimore, MD 21203

OIL & GAS DIVISION
DEPT. OF MINES

RE: Well B-536
Valley District
Barbour County

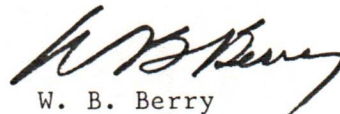
Gentlemen:

This Corporation has scheduled the drilling of a Haverty, Elk and Benson test well, identified as well B-536 at a location as indicated by the attached Department of Mines well location map.

As required by state statute, we are obligated to advise you of the proposed well, thus affording you an opportunity to review the location as it relates to your mining activities, if any, and then to subsequently indicate your objection or acceptability of the proposed drill site.

We would particularly appreciate an immediate outline of your objections, if any, as required by the Department of Mines, which under the statute, however, affords you 15 days for reciting a detailed protest.

Yours very truly,


W. B. Berry

WBB:mac

Enclosure

cc: WV Department of Mines

Berry Energy Consultants & Managers, Inc.

RECEIVED

MAY 16 1983

ELEVENTH FLOOR
UNION NATIONAL BANK BUILDING
POST OFFICE BOX 5
CLARKSBURG, WEST VIRGINIA 26301
May 13, 1983

OIL & GAS DIVISION
DEPT. OF MINES

PHONE: 304/622-3450

W. B. BERRY
PRESIDENT

WV Department of Mines
Office of Oil & Gas
1615 Washington St. E.
Charleston, WV 25311

Attn: Ms. Lois Simpkin

RE: Proposed well B-536
L. L. Moss - 79 acres
Valley District
Barbour County
Bond Coverage

Dear Ms. Simpkin:

Your file will reflect that we overlooked the bond coverage for well B-536 at the time our initial application was submitted to your department.

Please find attached, a Clarksburg Community Bank Cashier's Check #46884 in the amount of \$2500.00 constituting our bond submittal for proposed well B-536.

Should you have any questions, please let us know.

Yours very truly,


W. B. Berry

WBB:mac

Enclosure

FOR TREASURY USE ONLY

FOR TREASURY USE ONLY

TREASURY DEPARTMENT

STATE OF WEST VIRGINIA

DEPOSIT NO. _____

CASH NO. _____

(Date Received)

460

NO. _____
(Agency Use Only)

NAME OF SPENDING AGENCY: Dept. Mines-Office of Oil & Gas

PREPARED BY: Charlotte Milam

EXT. 2055

DATE PREPARED: 5/27/83

(SECTION A)

	CASH	CHECKS AND/OR MONEY ORDERS	TOTAL
In Re: Permit to Drill <u>BAR-1928</u>			
Deposit in Trust for: Berry Energy Consultants and Managers, Inc. P.O. Box 5 Clarksburg, W.Va. 26301			
The sum of \$2,500.00 cash deposit in lieu of bond and/or securities to be held in trust by the Treasurer of the State of W.Va., in accordance with Chapter 22, Article 9, Code of W.Va., until a letter is received from the Office of Oil & Gas, Dept. Mines releasing said cash deposit.		\$ 2,500.00	
Deposit in form of: Cashier's Ck. # 46884 dated: 5-13-83			
Drawn on the: Clarksburg Community Bank Clarksburg, W.Va.			
TOTAL =		\$ 2,500.00	

SECTION B)

REVENUES ONLY

Account No.	Line Item	Fund No.	Account Totals	Account No.	Line Item	Fund No.	Account Totals
XXXX-XX	XXX	XX		XXXX-XX	XXX	XX	
091-16	550	13	\$ 2,500.00				

Bar-1928

Member FDIC



Clarksburg Community Bank
CLARKSBURG, W. VA.

46884

DATE

MAY 13 83

69-121
515

PAY TO THE ORDER OF West Virginia Department of Mines Office of Oil and Gas

\$2,500.00

COMMUNITY BANK 2500000000

CASHIER'S CHECK

Bond Coverage B-536

Margaret L. Hill

⑈046884⑈ ⑆051501215⑆ 00 0006 7⑈

Form T-1
Revised 1/1/76

ORIGINAL-STATE TREASURER
GREEN-STATE AUDITOR
YELLOW-FIN. & ADM.
PINK-SPENDING AGENCY
GOLDEN ROD-SPENDING AGENCY

GRAND TOTAL (ALL SOURCES)

\$ 2,500.00

DETAILS OF PERFORATED INTERVALS, FRACTURING OR STIMULATING, PHYSICAL CHANGE, ETC.
FOAM FRACED: 10-31-83

1st Stage; Haverty; 50,000, 20/40, 964 Bbls. Foam, 241 Bbls. H₂O, 1,194,375 SCF N₂
2nd Stage; 3rd Elk; 50,000, 20.40, 964 Bbls. Foam, 250 Bbls. H₂O, 1,030,750 SCF N₂
3rd Stage; Benson; 70,000, 20/40, 1140 Bbls. Foam, 312 Bbls. H₂O, 985,800 SCF N₂

PERFORATIONS: Haverty 5259-5288 16 Holes .39
3rd Elk 4667-4679 15 Holes .39
Benson 3886-3914 16 Holes .39

WELL LOG

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS
					Including indication of all fresh and salt water, coal, oil and gas
Cond.			0	55	
Coal			55	60	Coal
Sand			60	145	
White Sand			145	230	
Black Shale & Sand			230	310	
Coal			310	313	Coal
Sand & Shale			313	630	
Shale			630	810	
Sand & Shale			810	905	
Red Rock			905	925	
Sand & Red Rock			925	1045	
Sand & Shale			1045	1130	
Shale			1130	1312	
Big Lime			1312	1474	
Big Injun			1474	1486	
Shale			1486	1535	
Sand			1535	2060	
Gordon			2060	2156	
Sand & Shale			2156	3510	Gas Ck @ 2453', 6/10, 2" w/water
Riley			3510	3700	
Sand & Shale			3700	3818	
Benson			3818	3832	
Shale			3832	4100	Gas Ck @ 4092', 50/10, 1" w/water
First Elk			4100	4146	
Sand & Shale			4146	4380	
Second Elk			4380	4420	
Sand & Shale			4420	4670	
Third Elk			4670	4700	Gas Ck @ 4679', 50/10, 1" w/water
Sand			4700	4860	
Fourth Elk			4860	4950	
Shale			4950	5260	
Haverty			5260	5300	
Sand & Shale			5300	5423 TD	

(Attach separate sheets as necessary)

J & J Enterprises, Inc.

c/o Berry Energy Consultants & Mgr's., Inc.

Well Operator

By: N. W. Berry, Operator

Date: 1-3-84

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)

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JAN 13 1984



OIL & GAS DIVISION
DEPT. OF MINES
State of West Virginia
Department of Mines
Oil and Gas Division

Date September 16, 1983
Operator's Well No. B-536
Farm L.L. Moss, et al
API No. 47 - 001 - 1928

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: 2285' Watershed Hanging Run
District: Valley County Barbour Quadrangle Ellamore 7 1/2 Min.

COMPANY Berry Energy Consultants & Mgrs.
ADDRESS P.O. Box 5, Clarksburg, W. Va. 26301
DESIGNATED AGENT W.B. Berry
ADDRESS P.O. Box 5, Clarksburg, W. Va. 26301
SURFACE OWNER Kyle & Ruth Conner
ADDRESS Rt. 1, Belington, W. Va. 26200
MINERAL RIGHTS OWNER L.L. Moss, et al
R.F.D. 2
ADDRESS Box 201, Buckhannon, W. Va. 26201
OIL AND GAS INSPECTOR FOR THIS WORK Robert Stewart
ADDRESS Jane Lew, W. Va. 26378
PERMIT ISSUED May 28, 1983
DRILLING COMMENCED 8-22-83
DRILLING COMPLETED 8-28-83

Casing & Tubing	Used in Drilling	Left in Well	Cement fill up Cu. ft.
Size <u>11-5/4</u> XXXXX XXXXX Cond.	<u>30'</u>	<u>Pulled</u>	
<u>13-10"</u>			
<u>9 5/8</u>			
<u>8 5/8</u>	<u>1010.60</u>	<u>1010.60</u>	<u>To Surface</u>
<u>7</u>			
<u>5 1/2</u>			
<u>4 1/2</u>	<u>5365'</u>	<u>5365'</u>	<u>408 Sks.</u>
<u>3</u>			<u>50/50 POZ</u>
<u>2</u>			
Liners used			

IF APPLICABLE: PLUGGING OF DRY HOLE ON CONTINUOUS PROGRESSION FROM DRILLING OR REWORKING. VERBAL PERMISSION OBTAINED ON

GEOLOGICAL TARGET FORMATION Haverty, Elk & Benson Depth 5400' feet
Depth of completed well 5423' feet Rotary XX / Cable Tools
Water strata depth: Fresh 60' feet; Salt None feet
Coal seam depths: 55-60' & 310-313' Is coal being mined in the area? No

OPEN FLOW DATA
Producing formation Haverty 3rd Elk Benson Pay zone depth 5259-5288 4667-4679 3886-3914 feet
Gas: Initial open flow 74.53 Mcf/d Oil: Initial open flow N/A Bbl/d
Final open flow 1,061,000 Mcf/d Oil: Final open flow N/A Bbl/d
Time of open flow between initial and final tests 5 hours Blow Down
Static rock pressure 1575# psig (surface measurement) after 72 hours shut in
(If applicable due to multiple completion--)
Second producing formation Pay zone depth feet
Gas: Initial open flow Mcf/d Oil: Initial open flow Bbl/d
Final open flow Mcf/d 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)

BAC. 1928

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

INSPECTOR'S WELL REPORT

Permit No. 001-1928

RECEIVED
AUG 23 1983
OIL & GAS DIVISION
DEPT. OF MINES
PACKERS

Company Berry Energy

Address _____

Farm L. L. Moss

Well No. B-536

District Valley County Barbour

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	1983
Size			Kind of Packer
16			
13			
10			Size of
8 3/4			
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: Starting hole

Aug 23, 83
DATE

Philip Long
DISTRICT WELL INSPECTOR

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

RECEIVED
AUG 30 1983

INSPECTOR'S WELL REPORT

OIL & GAS DIVISION
DEPT. OF MINES
Oil or Gas Well (KIND)

Permit No. 001-1928

Company Berry Energy
 Address _____
 Farm L.L. Mass
 Well No. B-536
 District Valley County Barbour
 Drilling commenced _____
 Drilling completed _____ Total depth 1030
 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	<u>10/10</u>	<u>10/10</u>	<u>250 Shank</u>
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: _____

Aug 24, 83
DATE

Phillip Tracy
DISTRICT WELL INSPECTOR



RECEIVED
 AUG 13 1985

DIVISION OF OIL & GAS
 DEPARTMENT OF ENERGY

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

FINAL INSPECTION REPORT
 INSPECTORS COMPLIANCE REPORT
 January 23, 1984

COMPANY Berry Energy Consultants & Mgrs. PERMIT NO 001-1928 (5-28-83)
P. O. Box 5 FARM & WELL NO L. L. Moss #B-536
Clarksburg, West Virginia 26301 DIST. & COUNTY Valley/Barbour

RULE	DESCRIPTION	IN COMPLIANCE	
		YES	NO
23.06	Notification Prior to Starting Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25.04	Prepared before Drilling to Prevent Waste	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25.03	High-Pressure Drilling	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16.01	Required Permits at Wellsite	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15.03	Adequate Fresh Water Casing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15.02	Adequate Coal Casing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15.01	Adequate Production Casing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15.04	Adequate Cement Strenght	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15.05	Cement Type	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23.02	Maintained Access Roads	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25.01	Necessary Equipment to Prevent Waste	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23.04	Reclaimed Drilling Pits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23.05	No Surface or Underground Pollution	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23.07	Requirements for Production & Gathering Pipelines	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16.01	Well Records on Site	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16.02	Well Records Filed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.05	Identification Markings	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I HAVE INSPECTED THE ABOVE CAPTIONED WELL AND RECOMMEND THAT IT BE RELEASED:

SIGNED *[Signature]*
 DATE 8-8-85

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

[Signature]
 Administrator-Oil & Gas Division

August 22, 1985
 DATE

<p>1.0 API well number: (If not available, leave blank. 14 digits.)</p>	<p>47-001-1928</p>												
<p>2.0 Type of determination being sought (Use the codes found on the front of this form.)</p>	<p>103 Section of NGPA</p>												
<p>3.0 Depth of the deepest completion location: (Only needed if sections 103 or 107 in 2.0 above.)</p>	<p>5259-5288 feet</p>												
<p>4.0 Name, address and code number of applicant: (35 letters per line maximum. If code number not available, leave blank.)</p>	<p>Berry Energy Consultants & Mgr's. Name P. O. Box 5 Street Clarksburg, WV 26301 City State Zip Code</p>												
<p>5.0 Location of this well: [Complete (a) or (b).] (a) For onshore wells (35 letters maximum for field name.)</p>	<p>Hanging Run Field Name Valley District, Barbour County WV County State</p>												
<p>(b) For OCS wells:</p>	<p>Area Name _____ Block Number _____ Date of Lease: Mo. Day Yr. _____ OCS Lease Number _____</p>												
<p>(c) Name and identification number of this well: (35 letters and digits maximum.)</p>	<p>L. L. Moss - 47-001-1928 B-536</p>												
<p>(d) If code 4 or 5 in 2.0 above, name of the reservoir: (35 letters maximum.)</p>	<p>_____</p>												
<p>6.0 (a) Name and code number of the purchaser: (35 letters and digits maximum. If code number not available, leave blank.)</p>	<p>Eastern pipeline Corporation 044091 Name Buyer Code</p>												
<p>(b) Date of the contract:</p>	<p>0 7 0 8 8 3 Mo. Day Yr.</p>												
<p>(c) Estimated annual production:</p>	<p>20,000 MMcf.</p>												
<p>7.0 Contract price: (As of filing date. Complete to 3 decimal places.)</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">(a) Base Price (\$/MMBTU)</th> <th style="width:25%;">(b) Tax</th> <th style="width:25%;">(c) All Other Prices (Indicate (+) or (-).)</th> <th style="width:25%;">(d) Total of (a), (b) and (c)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2.750</td> <td style="text-align: center;">As allowed Sec. 110 NGPA</td> <td style="text-align: center;">---</td> <td style="text-align: center;">Approximately 3.0442</td> </tr> <tr> <td style="text-align: center;">---</td> <td style="text-align: center;">---</td> <td style="text-align: center;">---</td> <td style="text-align: center;">---</td> </tr> </tbody> </table>	(a) Base Price (\$/MMBTU)	(b) Tax	(c) All Other Prices (Indicate (+) or (-).)	(d) Total of (a), (b) and (c)	2.750	As allowed Sec. 110 NGPA	---	Approximately 3.0442	---	---	---	---
(a) Base Price (\$/MMBTU)	(b) Tax	(c) All Other Prices (Indicate (+) or (-).)	(d) Total of (a), (b) and (c)										
2.750	As allowed Sec. 110 NGPA	---	Approximately 3.0442										
---	---	---	---										
<p>8.0 Maximum lawful rate: (As of filing date. Complete to 3 decimal places.)</p>	<p style="text-align: center;">---</p>												
<p>9.0 Person responsible for this application</p>	<p>W. B. Berry President Name Title <i>W. B. Berry</i> Signature August 6, 1984 622-3450 Date Application is Completed Phone Number</p>												

RECEIVED

AUG - 7 1984

OIL & GAS DIVISION
DEPT. OF THE INTERIOR
SEATTLE, WA

Agency Use Only
Date Received by Juris. Agency AUG - 7 1984
Date Received by FERC

STATE OF WEST VIRGINIA

DEPARTMENT OF MINES, OIL AND GAS DIVISION

COVER SHEET, STATE APPLICATION FOR WELL CLASSIFICATION

AUG 30 1984

Date: August 6, 1984

AGENCY USE ONLY

Applicant's Name: Berry Energy Consultants & Mgr's., Inc.

WELL DETERMINATION FILE NUMBER

Address: P. O. Box 5
Clarksburg, WV 26301

840807 - 103 - 001 - 1928

Use Above File Number on all
Communications Relating to This Well

Gas Purchaser Contract No. EPP-0007

Date of Contract July 18, 1983
(Month, day and year)

Designated Agent: David B. Berry

First Purchaser: Eastern Pipeline Corporation

Address: P. O. Box 5
Clarksburg, WV 26301

Address: 14001 E. Lliff Ave., Suite 600
(Street or P.O. Box)
Aurora Colorado 80014
(City) (State) (Zip Code)

FERC Seller Code

FERC Buyer Code 044091

NAME AND TITLE OF PERSON TO WHOM QUESTIONS CONCERNING THIS APPLICATION SHALL BE ADDRESSED:

Name: W. B. Berry (Print) President (Title)

Signature: *W B Berry*

Address: P. O. Box 5
(Street or P.O. Box)
Clarksburg WV 26301
(City) (State) (Zip Code)

Telephone: (304) 622-3450
(Area Code) (Phone Number)

(Certificate of Proof of Service to Purchaser)

NGPA Category Applied For

NGPA SECTION/SUBSECTION

- 102 New Natural Gas
 - 102-2 2.5 Mile Test
 - 102-3 1000 Foot Deeper Test
 - 102-4 New Onshore Reservoir
- 103 New Onshore Production Well
 - XX 103 New Onshore Production Well
- 107 High Cost Natural Gas
 - 107-0 Deep (more than 15,000 feet)
 - 107-1 Geopressed Brine
 - 107-2 Coal Seams
 - 107-3 Devonian Shale
 - 107-5 Production enhancement
 - 107-6 New Tight Formation
 - 107-7 Recompletion Tight Formation

- 108 Stripper Well Natural Gas
 - 108- Stripper Well
 - 108-1 Seasonally Affected
 - 108-2 Enhanced Recovery
 - 108-3 Temporary Pressure Buildup

AGENCY USE ONLY

1500' Radius - CT

Qual

APPROVED

SEP - 4 1984

RECEIVED

AUG - 7 1984

OIL & GAS DIVISION
DEPT. OF MINES

Date Received

AUG 30 1984
Determination Date

Date August 6 1984

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

Operator's Well No B-536
API Well No 47 State 001 County 1928 Permit

WELL CLASSIFICATION FORM
NEW ONSHORE PRODUCTION WELL

NGPA Section 103

DESIGNATED AGENT David B. Berry
ADDRESS P. O. Box 5
Clarksburg, WV 26301
LOCATION: Elevation 2285
Watershed Hanging Run
Dist. Valley County Barbour Quad. Ellamore 7 1/2'
Gas Purchase Contract No. EPP-0007
Meter Chart Code 202A315736
Date of Contract July 18, 1983

WELL OPERATOR Berry Energy Consultants & Managers, Inc.
ADDRESS P. O. Box 5
Clarksburg, WV 26301
GAS PURCHASER Eastern Pipeline Corporation
ADDRESS _____

* * * * *

Date surface drilling was begun: August 22, 1983

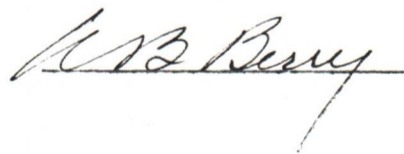
Indicate the bottom hole pressure of the well and explain how this was calculated:

P = 1800#
G = .614
T = 573
X = G1/53.34T
L = 5306

Bottom Hole Pressure = 2002.47

AFFIDAVIT

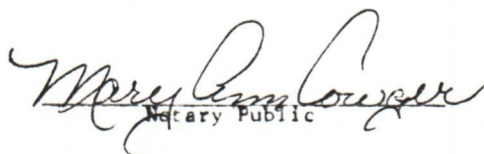
I, W. B. Berry, having been first sworn according to law state that surface drilling of the well for which this determination is sought was begun on or after February 19, 1977, the well satisfies applicable state or federal well spacing requirements and the well is not within a proration unit, in existence at the time surface drilling began, which was applicable to the reservoir from which gas is or will be produced and which applied to any other well producing gas in commercial quantities or on which surface drilling began on or after February 19, 1977, and which was capable of producing gas in commercial quantities. I state, further, that I have concluded, to the best of my information, knowledge and belief, that the well for which this determination is sought is a new onshore production well and that I am not aware of any information not described in the application which is inconsistent with this conclusion.



STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, TO WIT:

I, Mary Ann Cowger, a Notary Public in and for the state and county aforesaid, do certify that W. B. Berry, whose name is signed to the writing above, bearing date the 6th day of August, 1984, has acknowledged the same before me, in my county aforesaid. Given under my hand and official seal this 6th day of August, 1984. My term of office expires on the 22nd day of April, 1991.

[NOTARIAL SEAL]



Berry Energy Consultants & Managers, Inc.

ELEVENTH FLOOR
UNION NATIONAL BANK BUILDING
POST OFFICE BOX 5
CLARKSBURG, WEST VIRGINIA 26301
June 8, 1983

W. B. BERRY
PRESIDENT

PHONE: 304/622-3450

RECEIVED

JUN - 9 1983

**OIL AND GAS DIVISION
WV DEPARTMENT OF MINES**

WV Department of Mines
Office of Oil & Gas
1615 Washington St. E.
Charleston, WV 25311

RE: Well B-536
Valley District
Barbour County

Gentlemen:

Please find enclosed a copy of Barbour Permit #47-001-1928 for our well B-536 on which the waiver has been signed by the coal owner.

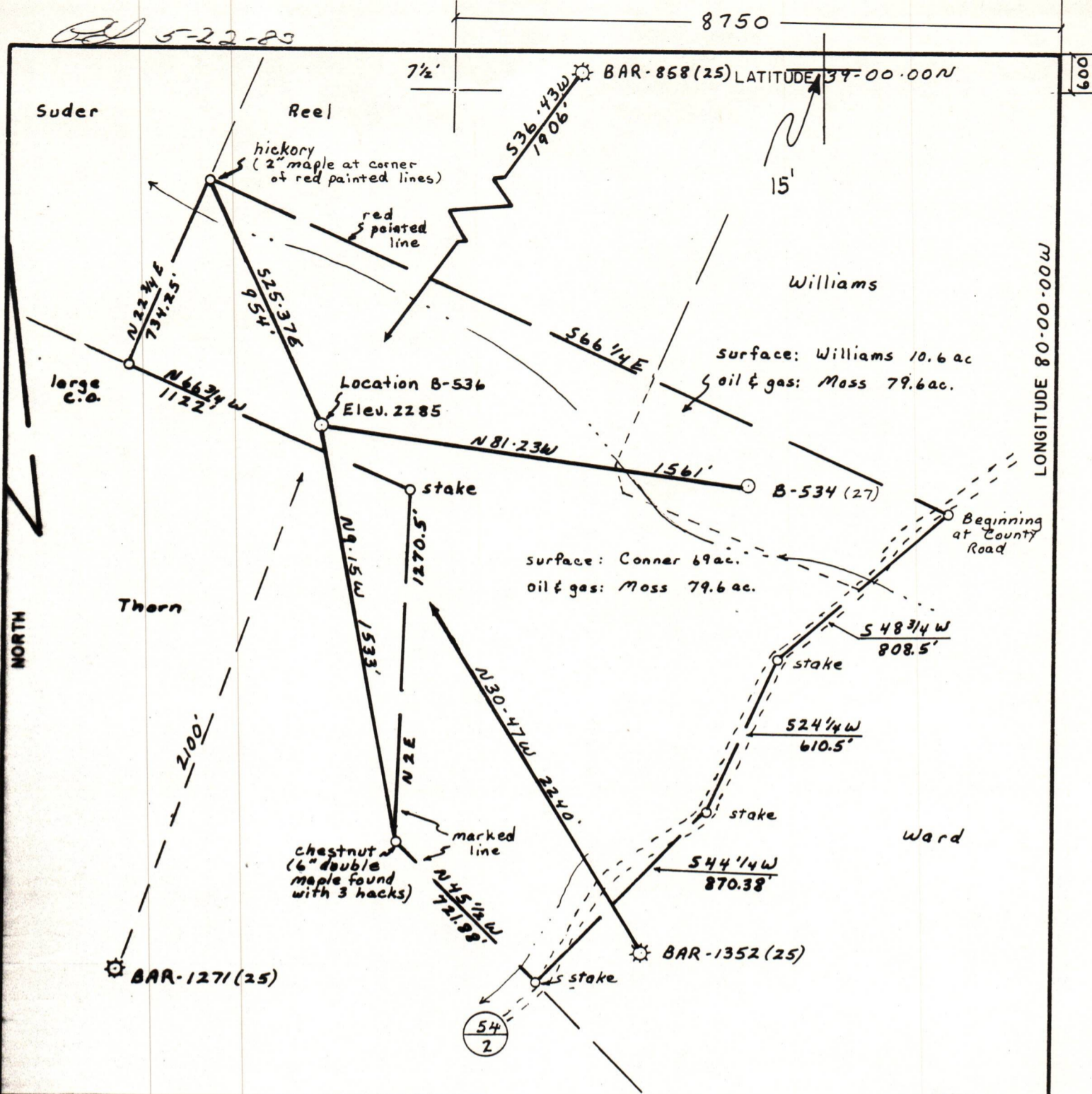
Should you have any questions, please let us know.

Yours very truly,

W. B. Berry mac
W. B. Berry

WBB:mac

Enclosures



FILE NO. _____
 DRAWING NO. _____
 SCALE 1" = 500'
 MINIMUM DEGREE OF ACCURACY 1 in 200
 PROVEN SOURCE OF ELEVATION Road junction 3500' NE of Location on Ridge Quad, E12320

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) David L. Jackson
 R. P. E. _____ L. L. S. 708

PLACE SEAL HERE

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

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

LOCATION: ELEVATION 2285 WATER SHED Hanging Run
 DISTRICT Valley COUNTY Barbar
 QUADRANGLE Ellamore 7 1/2 min.

SURFACE OWNER Kyle Conner and Ruth Conner ACREAGE 69
 OIL & GAS ROYALTY OWNER L. L. Moss LEASE ACREAGE 79.6
 LEASE NO. 2378

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 Haverty ESTIMATED DEPTH 5350
 WELL OPERATOR Berr Energy Consultants & Mgrs, Inc. DESIGNATED AGENT Berry Energy Consultants & Mgrs, Inc.
 ADDRESS P.O. Box 5, 11th Floor, Union National Bank Bldg, Clarksburg, WV 26301

DATE February 8, 19 82
 OPERATOR'S WELL NO. B-536
 API WELL NO. _____
47 - 001 - 1928
 STATE COUNTY PERMIT

Department of Mines
 Oil & Gas Division

STATE OF WEST VIRGINIA
 DEPARTMENT OF MINES
 DAVID L. JACKSON