

west virginia department of environmental protection

Office of Oil and Gas 601 57th Street SE Charleston, WV 25304 (304) 926-0450 (304) 926-0452 fax Joe Manchin III, Governor Randy C. Huffman, Cabinet Secretary www.wvdep.org

July 22, 2008

WELL WORK PLUGGING PERMIT

Plugging

This permit, API Well Number: 47-4100593, issued to UNKNOWN - DEP PAID PLUGGING CONTRACT, is evidence of permission granted to perform the specified well work at the location described on the attached pages and located on the attached plat, subject to the provisions of Chapter 22 of the West Virginia Code of 1931, as amended, and all rules and regulations promulgated thereunder, and to all conditions and provisions outlined in the pages attached hereto. Notification shall be given by the operator to the Oil and Gas Inspector at least 24 hours prior to the construction of roads, locations, and/or pits for any permitted work. In addition, the well operator shall notify the same inspector 24 hours before any actual well work is commenced and prior to running and cementing casing. Spills or emergency discharges must be promptly reported by the operator to 1-800-642-3074 and to the Oil and Gas inspector.

Upon completion of the plugging well work, the above named operator will reclaim the site according to the provisions of WV Code 22-6-30. The above named operator will also file, as required in WV Code 22-6-23, an affidavit on form WR-38 by two experienced persons in the operator's employment and the Oil and Gas inspector that the work authorized under this permit was performed and a description given. Failure to abide by all statutory and regulatory provisions governing all duties and operations here under may result in suspensions or revocation of this permit and in addition may result in civil and/or criminal penalities being imposed upon the operator.

This permit will expire in two (2) years from date of issue. If there are any questions, please free to contact me at (304) 926-0499 ext. 1654.

James Martin Chief

Operator's Well No: VILLERS 1

Farm Name: SHACKELFORD, THOMAS

API Well Number: 47-4100593 Permit Type: Plugging

Date Issued: 07/22/2008

Promoting a healthy environment.

] FORM WW-4(B)
 Observe
 File Copy
 (Rev. 9/94)

1) Date_6/12/08 2) Operator's Well No. Villers # 1 3) API Well No. 47-04160593-P_

STATE OF WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION OFFICE OF OIL AND GAS

APPLICATION FOR A PERMIT TO PLUG AND ABANDON

4)	Well Type: Oil _X_/ Gas _x_/ Liq (If "Gas, Production or	quid injection	on/ Waste di d storage) De	sposal // Shallow x
5)	Location: Elevation 1349 3 District Freemans Creek			
6)	Well Operator _WV DEP Plugging Address _601 56 th Street _Charleston, WV 25304_	7)Desig	nated Agent_James AddressSame	Martin
8)	Oil and Gas Inspector to be notified Name Bill Hatfield Address P.O. Box 522 Buckhannon, WV 26201	l 9)Plugg Addr	ging Contractor Name ress	
10)	Work Order: The work order for the	manner of pl	tugging this well	is as follows:
Ceme Pull Cut Ceme Erec	tubing to 2600', gel the hole nt from 2600' to 2300', 1800' tubing the 4 ½" at the cement top @ 1 nt from 1500' to 1400', 1000' t a monument with the API numb	600', pull to 900', 5	500' to 400', 1	00' to surface RECEIVED
Note All	: casing accept the 4 ½" casing	was pulled	l after drillin	Office of Oil & Gas
		FFICE USE ONLY		
				
		GGING PERMIT		
This accord hereo	permit covering the well and well location ance with the pertinent legal requirements so. Notification must be given to the Distric mmenced.	shown below in ubject to the c t Oil and Gas I	is evidence of permisonditions contained l Inspector 24 Hours bef	herein and on the reverse fore actual permitted work
	The permitted work is as described in modifications and conditions on the reverse	the Notice an hereof.	nd Application, plat	, subject to any
Permi	expires unless plugging is co	mmenced prior t	o that date and prose	cuted with due diligence.
Bond:	Agent: Plat:	Casing:	WPCP:	Other:
NOTE:	Keep one copy of this permit posted at the p	olugging location		
	See the reverse side of the APPLICAN	T'S COPY for ir	structions to the wel	i operator.

WW4-A	
Revised	
2/01	

1)	Date:	6/12/08	
2)	Operator's W	/ell Number	
	i.	Villers # 1	

3) API Well No.: 47 -

041

- U 05937

STATE OF WEST VIRGINIA - BUREAU OF ENVIRONMENT DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE OF APPLICATION TO PLUG AND ABANDON A WELL

(a) Name	Thomas Shackelford W	Name
Address	425 Sand Run Road	Address
	Weston, WV 26425	
(b) Name		(b) Coal Owner(s) with Declaration
Address		Name
		Address
(c) Name		Name
Address		Address
6) Inspector		(c) Coal Lessee with Declaration
Address		Name
Addiess		Address
Telephone		

TO THE PERSONS NAMED ABOVE: You should have received this Form and the following documents:

- (1) The application to Plug and Abandon a Well on Form WW-4B, which sets out the parties involved in the work and describes the well its and the plugging work order; and
- (2) The plat (surveyor's map) showing the well location on Form WW-6.

The reason you received these documents is that you have rights regarding the application which are summarized in the instructions on the reverses side. However, you are not required to take any action at all.

Take notice that under Chapter 22-6 of the West Virginia Code, the undersigned well operator proposes to file or has filed this Notice and Application and accompanying documents for a permit to plug and abandon a well with the Chief of the Office of Oil and Gas, West Virginia Department of Environmental Protection, with respect to the well at the location described on the attached Application and depicted on the attached Form WW-6. Copies of this Notice, the Application, and the plat have been mailed by registered or certified mail or delivered by hand to the person(s) named above (or by publication in certain circumstances) on or before the day of mailing or delivery to the Chief.

Well Operator By:	WV DEP Plugging James Martin RECEIVED Office of Oil & Gas
Its: Address	Agent 601 57th Street Charleston, WV 25304
Telephone	WV Department of Environmental Protection
Subscribed and swom before me this day of	Notary Public
My Commission Expires	Notally Fubile

FORM WW-9 Rev. 10/94

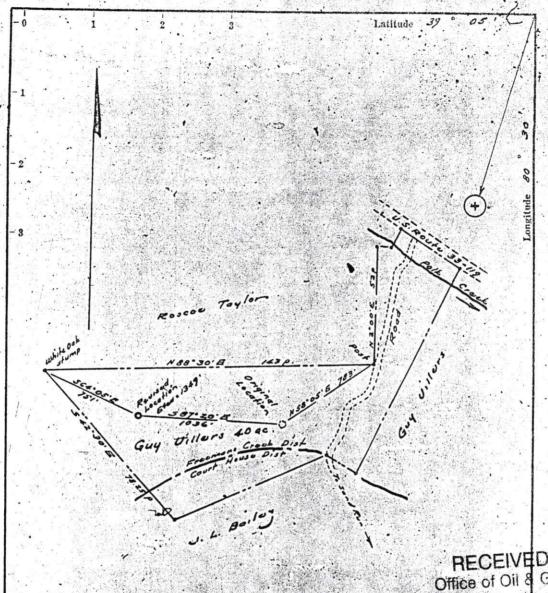
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API Number	47 -	041	- 0593-P	
Operator's W	ell No.	V	illers# 1	-

STATE OF WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION, OFFICE OF O

DIVISION OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS CONSTRUCTION AND RECLAMATION PLAN AND SITE REGISTRATION APPLICATION FORM GENERAL PERMIT FOR OIL AND GAS PIT WASTE DISCHARGE

Operator NameWV DEP Plugging_		OP Code
Watershed_West Fork River		Quadrangle _Camden
Elevation995	County_Marion_	District_Freemans Creek Rural
Description of anticipated Pit Waste:	_Plugging Fluid	
Will a synthetic liner be used in the pit?	Yes	
Reuse (at API N Off Site Disppos	ection (UIC Permit Number_ al (Supply form WW	Number) 7-9 for disposal location)
Proposed Work For Which Pit Will Be Use Drilling Workover Other (Explain_	d: 	Swabbing x Plugging
issued on June 14, 1994, by the Office of C that the provisions of the permit are enforce applicable law or regulation can lead to enforce I certify under penalty of law that application form and all attachments there	Dil and Gas of the We eable by law. Violati procedure action. I have personally exe eto and that, based of the information is true.	conditions of the GENERAL WATER POLLUTION PERMIT est Virginia Division of Environmental Protection. I understand ons of any term or condition of the general permit and/or other samined and am familiar with the information submitted on this on my inquiry of those individuals immediately responsible for accurate, and complete. I am aware that there are significantly of fine or imprisonment.
Company Official Signature		RECEIVED
Company Official (Typed Name)J	ames Martin	
Company Official TitleAgent		WV Department of
Subscribed and sworn before me this	day of	
· · · · · · · · · · · · · · · · · · ·		Notory Public
My commission expires		

Property Boundary		Diversion	
Road		Spring	
Existing Fence		Wet Spot	
Planned Fence		Drain Pipe with size in inches	3
Stream		Waterway	
Open Ditch		Cross Drain	
Rock		Artificial Filter Strip	
North		Pit: cut walls	
Buildings		Pit: compacted fill walls	
Water wells Drill site		Area for Land Application of	Pit Waste
			tion pH
	Tons/acre or to correct		
Fertilizer (10-20-2	0 or equivalent)500	_lbs/acre (500 lbs minimum)	
Mulch	2T	ons/acre	
	S	Seed Mixtures	
Seed Type	Area I lbs/acre	Seed Typ	Area II e lbs/acre
Ky. 31	50	Ky. 31	50
Clover	5	Clover	5
			RECEIVED Office of Oil & Gas
Attach: Drawing(s) of road, locatio	n,pit and proposed area for land	d application.	JUL 1 7 2008
Photocopied section of invo	olved 7.5' topographic sheet.		WV Department of Environmental Protection
Plan Approved by:Rod	Dillon		
Title:Inspector		Date:6/12/08	
Field Reviewed?	(x)Yes () No	



RECEIVED Office of Oil 8 Gas

JUL 1 7 2008 1

WV Department of Environmental Protection

New Location. Drill Deeper Redrill Abandonment : v

Company LAZELL & YOCHYM Address % Stanley Yobbym Bridgeport, W.V.

Acres 40 Lease No.

Well (Farm) No. One Serial No.

Elevation (Spirit Level)__/349

Quadrangle_ Vodis

Engineer's Registration No. 1227

_Drawing No__

STATE OF WEST VIRGINIA OIL AND GAS DIVISION CHARLESTON

WELL LOCATION MAP

FILE NO. LEW 593 (Revised)

+ Denotes location of well on United States Topographic Maps, scale 1 to 62,500, latitude and longitude lines being represented by border lines as shown.

- Denotes one inch spaces on border line of original tracing.

Robert W. Rutta

Engineer Madda.
Engineer's Registration No. 1227

Drawing No.

Quadrangle Vodis

File No.__

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FILE NO. LEW 593 (Revised)

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- Denotes one inch spaces on border line of original tracing.

Robert W. Rutta



DEPARTMENT OF MINES OIL AND GAS DIVISION //

Permit No. LEW 593 (Revised)

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: Robert W. Rutta

Producing production is a superior

Formation Color	Hard or Soft	. Top //	Bottom	Oil, Gas or Water	Depth Found	Remarks	
Sand e (black) e & Shells		1044 1075 1094 1112	1075 1094 1112 1145	Water	106001066	l B. per hr.	
& Shells & Shells lock (blue)		1145 1198 1286 1440 1556 1600 1624 1654	1198 1288 1440 1556 1600 1624 1654 1673	Cas	1405-1416	Spoll.	
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& Shells & Shells		2260 2352 2361 2395 2442 2446 2470	2332 2361 2395 2443 2446 2470 2615			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
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4 - 10 5 17 Uni	The second second second						

Date Janauary 10

APPROVED Lazelle & Yochym

Owner



DEPARTMENT OF MINES
OIL AND GAS DIVISION //

Permit No. LEW 593 (Ravisad)

District rooman's Creek County

Location (waters)_

Drilling completed

Open Flow 60

Date Shot

Salt water

Formation

Slate

Sand

Slate

Sinte

Slato

Slate

Slate

Slate

Slate

Limo

Line

Sand

Lime

Lime .

Slate

Lime

Sana

I1me

Sand

Line

Sand

Slate

Limo (hard)

Slate & Shelle

Slato

Slate

Slate To

Sinto

Red Rock

Red Rook

Red Rock

Red Rock

Red Rock

Red Rock

Pink Rock

Slate & Shelle

Shells

Red Rock

Sand (yellow)

With

Ingelle & Yochyn

The surface of tract is owned in fee by NY VILLOYS

Mineral rights are owned by GUY VILLETS & Mary

/10ths Water in /10ths Merc. in

1060

600

black)

blue)

(blue)

(black)

11/14/60

12/15/60

Hard or

Top

25

35

45

65

75

100

109

165

800

250

249

265

311

317

374 395

405

428

450

468

515

530

558

614

630

650

660

682

730

775

310

038

845

868

985

995

1006

Olorkshire, W. Va

AddressWeston, W.

WELL RECORD

Oil or Gas Well Casing and Tubing Used in Drilling Packers 342 none 1100 none 1755 none Depth set 2685 2685 Perf. top Linera Used Perf. top Perf. bottom CASING CEMENTED - 5 Aguage1 Lawson Cementin Co WAS ENCOUNTERED AT INCHES INCHES Oil, Gas Depth Found Bottom Remarks 25 35 45 65 75 100 108 165 200 RECEIVED 265 Office of Oil & Gas 311 317 JUL 1 7 2008 374 335 405 WV Department of 450 Environmental Protection 468 515 630 859 614 650 GEO 660 683 730 775 810 833 045 052 885 995 1006 1044

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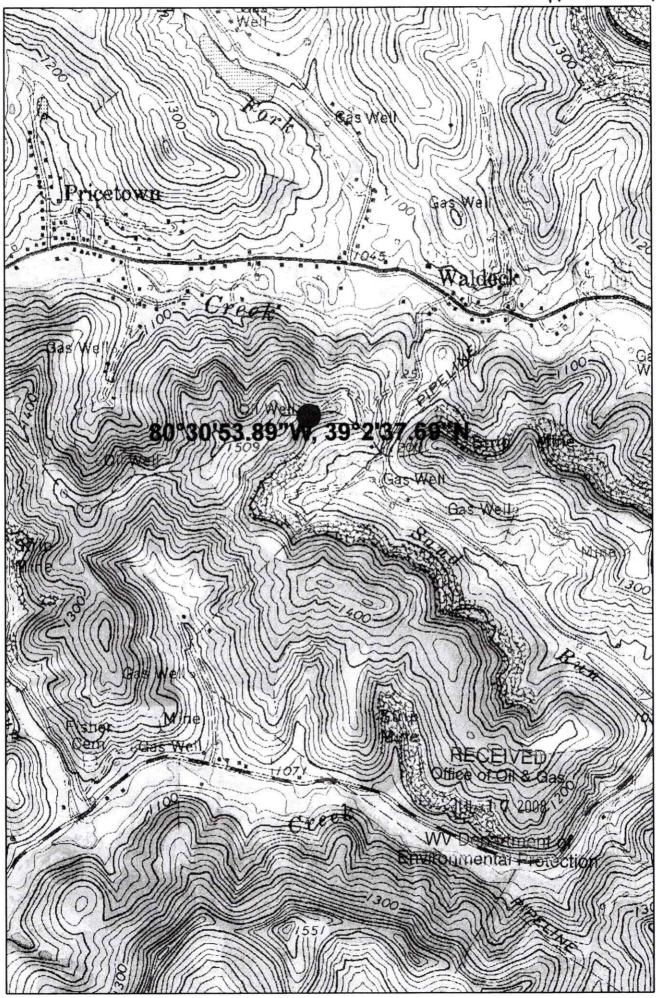
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Approved Lazello & Yochym Owner

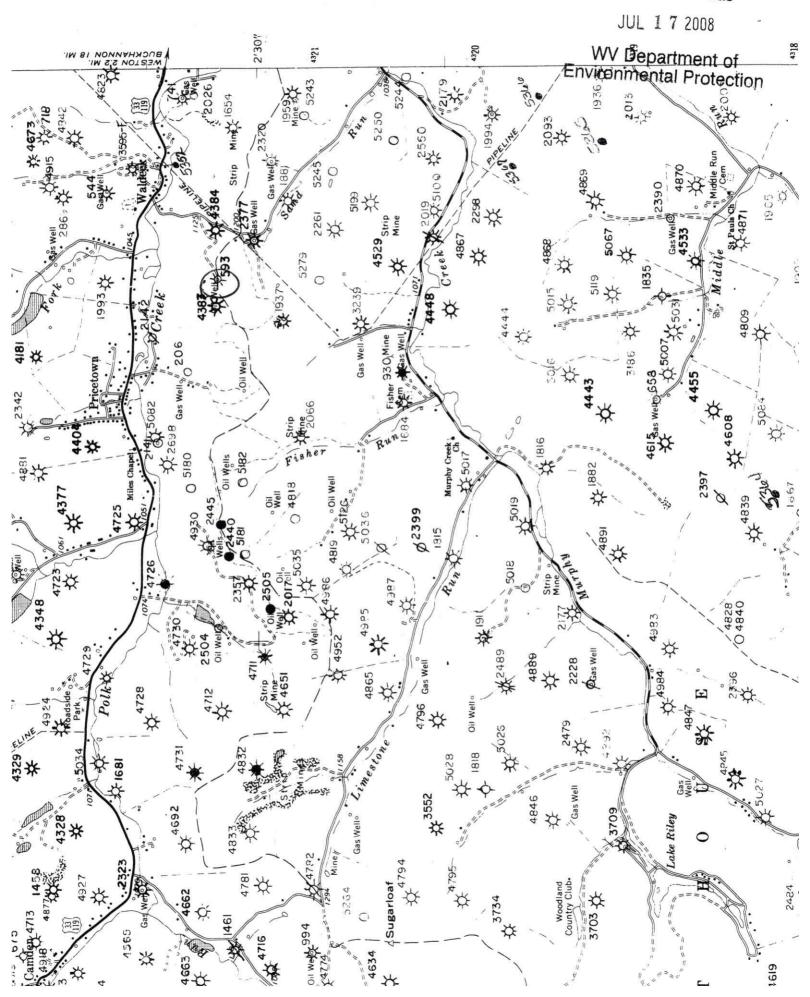
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(Title)

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RECEIVED
Office of Oil & Gas



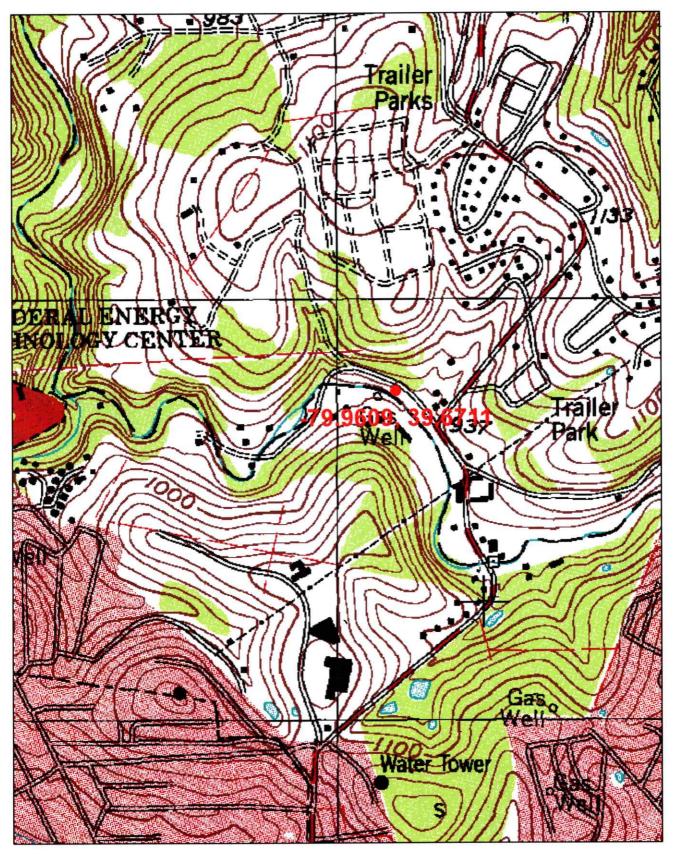


West Virginia Department of Environmental Protection Office of Oil and Gas

WELL LOCATION FORM: GPS

API:_47-041-0593\(\frac{\psi}{2}\) WELL NO.:Villers # 1
FARM NAME:Thomas Shackelford
RESPONSIBLE PARTY NAME:WV DEP Oil & Gas
COUNTY: _Lewis DISTRICT: _Freemans Creek
QUADRANGLE:Camden
SURFACE OWNER:Thomas Shackelford
ROYALTY OWNER:
UTM GPS NORTHING:432160
UTM GPS EASTING:541987 GPS ELEVATION:1349
The Responsible Party named above has chosen to submit GPS coordinates in lieu of preparing a new well location plat for a plugging permit or assigned API number on the above well. The Office of Oil and Gas will not accept GPS coordinates that do not meet the following requirements: 1. Datum: NAD 1983, Zone: 17 North, Coordinate Units: meters, Altitude: height above mean sea level (MSL) – meters. 2. Accuracy to Datum – 3.05 meters 3. Data Collection Method: Survey grade GPS: Post Processed Differential Real-Time Differential Mapping Grade GPS: Post Processed Differential Real-Time Differential 4. Letter size copy of the topography map showing the well location. I the undersigned, hereby certify this data is correct to the best of my knowledge and belief and shows all the information required by law and the regulations issued and prescrib@d by the Office of Oil and Gas.
Local Sellon Inspector_
Signature Title

61-70124 NAD 27





0 275 550 1,100 1,650 2,200 Feet

Please Return To:

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF OIL AND GAS

I, the undersigned, have been notified by a representative from the West Virginia Department of Environmental Protection (WVDEP), Office of Oil and Gas, of an abandoned well(s) and/or tank(s) on or adjacent to my property.

This well(s) and/or tank(s) is considered a potential hazard or imminent danger, or a possible pollutant to the surface or underground, or is wasting natural resources (leaking) and must be properly plugged or cleaned out and replugged.

I hereby give the State of West Virginia permission to have a responsible contractor enter upon or traverse my property for the purpose of plugging this well(s) and/or remove tank(s).

Permit No. (if known) 47-041-0593 Farm Name Shuckleford District Court House	Well No. (if known) Shuckefield to County Saures Waters of Sand Run
The contractor will properly plug the above well location and reclaim, seed and mulch the well specifications. The plugging and reclamation shall be	
Owner Name Thomas Shackle ford Owner Address 425 Sand Run Rd. Weston WVa	Owner Signature Shank forms Witness
269-1484	Date 3-14-08

WVDEP - OFFICE OF OIL AND GAS

Rodney Dillon 601 57th Street

Charleston, WV 25304

Page 1

Responsible Party Search for:

Date: 5/23/08

Well - Villers # 1

Permit Number: 47-041-0593

Lewis County
Freemans Creek Rural District
Tax Map 6-F
Parcel 0026
Acres @ 30-40

Current Surface:

Thomas Shackleford 425 Sand Run Road Weston, WV 26425

Current Mineral Owners:

(½ each)

William F. Alfred estate Reed Stewart 315 Cottage Avenue Weston, WV 26452 Garland C. Frances Joseph W. Wagoner P.O. Box 839 Weston, WV 26452

Last Known Well Operator:

Lazzelle & Yochyn

Probable Responsible Party:

Lazzelle & Yochym

Surface Chain of Title:

Date 6/2/77 Deed Book 543/193 Garland C. Freeman to Thomas Shackleford

Date 9/17/71 Deed Book 325/393 Summit Coal Company to Garland C. Freeman

Date 2/3/71 Deed Book 321/336 M & O Coal Company to Summit Coal Company

Date 8/22/69 Deed Book 313/90 Summit Coal Company to M & O Coal Company

Page 2

Date 7/30/69 Deed Book 313/92 Guy C. Villers to Summit Coal Company (res. ½ O & G)

Date 3/29/45 Deed Book 174/304 Lillian H. Alford to Guy C. Villers (res. ½ O & G)

Mineral Summary:

Mineral was leased from the Guy Villers estate in 1960. At that point the surface and mineral was together. In 1974 ½ of the mineral was sold with the surface to Garland Frances. Reference Deed Book 343/489 October 1974.

Mineral lease, and Well Chain:

Date 7/11/60 Deed Book 262/352 Anna E. Alford (Guy Villers estate) to Stanley Yochym & Donald Lazzelle

In September 1960 Donald Lazzelle & Stanley Yochym sold working interest in the well to the Following people.

Deed Book 265/475 4/32 WI Solomon & Teslovich

Deed Book 265/476 2/32 WI Peter C. & Harry Hamo

Deed Book 265/477 1/32 WI Harry Widney

Deed Book 265/478 1/32 WI J. Wayne Schwab

Deed Book 265/479 1/32 WI Joe & George Alexandor

Deed Book 265/480 2/32 WI Anthony Marsolino

Deed Book 265/481 1/32 WI Walter Malinsky & Paul Martin

Deed Book 265/482 1/32 WI Anthony Guido

Deed Book 265/483 1/32 WI Wilson Davis

Deed Book 266/646 1/32 WI Alex Branney

Deed Book 267/170 1/32 WI Estate of Donald Lazzelle

Deed Book 267/171 1/32 WI Mildred Lazzelle & Frances Tarr

Deed Book 267/465 1/32 WI Donald Lazzelle Jr.

Deed Book 267/466 1/32 WI Richard Rundle & Donald Lazzelle Jr.

Deed Book 267/467 1/32 WI Wilson Davis & Donald Lazzelle Jr.

Deed Book 268/370 2/32 WI Anthony Marsolino

Deed Book 268/620 8/32 WI Liberty Fuel Corp.

Deed Book 268/621 3/32 WI Stanley Yochym

Date 2/7/61 Donald Lazzelle to Commodore Petroleum (all his interest)

Well Summary:

. . . .

Property Was leased, and the well drilled in 1960 by Stanley Yochym and Donald Lazzelle. According to Lewis County Court House records before drilling the well Yochym & Lazzelle sold working interest in the well. Records show @ 30/32 working interest was sold. Yochym & Lazzelle each held only a 1/32 interest.

I didn't do a record search on each of these people who held a interest. I did look at the two largest stock holders. Liberty Fuel, and Solomon & Teslovich to see if they sold their interest in the well. Nothing was found to indicate they sold their part of the well.

In 1960 18 different people owned interest in this well. Now 48 years later that 18 people could possibly be 100 people.

This preliminary report is based on a limited search of court house records and should not be interpreted to be a certified title opinion.

Abandoned Well Evaluation

API Number

Operator

Unknown

Well Name/Number

**Class I Well *Class II Well Villers #1

Parameter	Condition Multiplier = 1	Multiplier = 2	Factor	Subclass	Points
Safety or health threat	Potential risk *	Immediate threat **	25	1	50
Surface pollution	Minor existing pollution restricted to well location *	Significant existing pollution or minor pollution that continues to increase **	20	1	20
Well casing	Either no production or surface casing *	No production and surface casing, severely deteriorated single casing string and/or evidence of groundwater contamination ***	20	5	40
Mineral resource development	Planned or active mineral resc. dev. w/in 2000' of well *	y Planned or active mineral resc dev. w/in 1000' of well**	15	2	30
Drinking water supply	Well < 500' and >100' from supply	y Well < 100' from supply	10	3	10
Population	y > 10 and < 20 people within 1000' of well	> 20 people within 1000' of w	10		10
Surface waters	Well < 500' and > 100' from lake, river or stream	Well < 100' from lake, river or stream	10		10
Age of well	y > 25 and < 50 years old	> 50 years old	5		5
Abandonment time	y > 25 and < 50 years y	> 50 years	5		5
Subclass				1	
Total					180

Abandoned Well Evaluation

API Number

47 041-0593

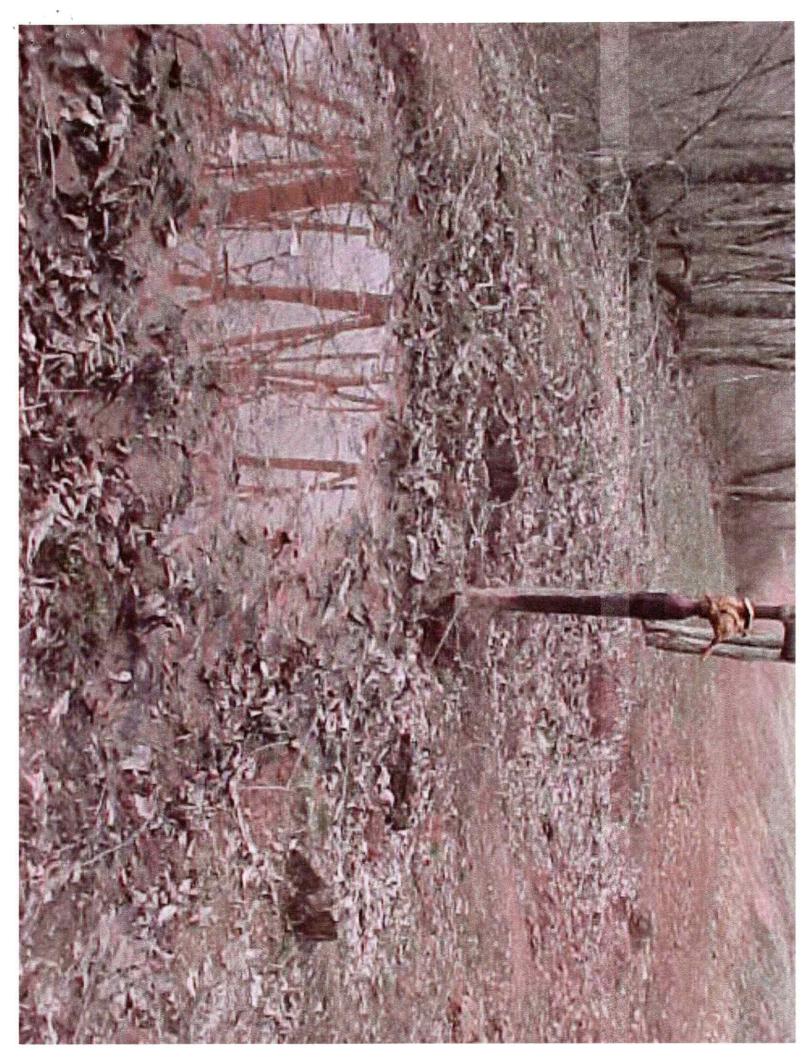
Operator

Unknown

Well Name/Number

**Class I Well *Class II Well Villers # 1

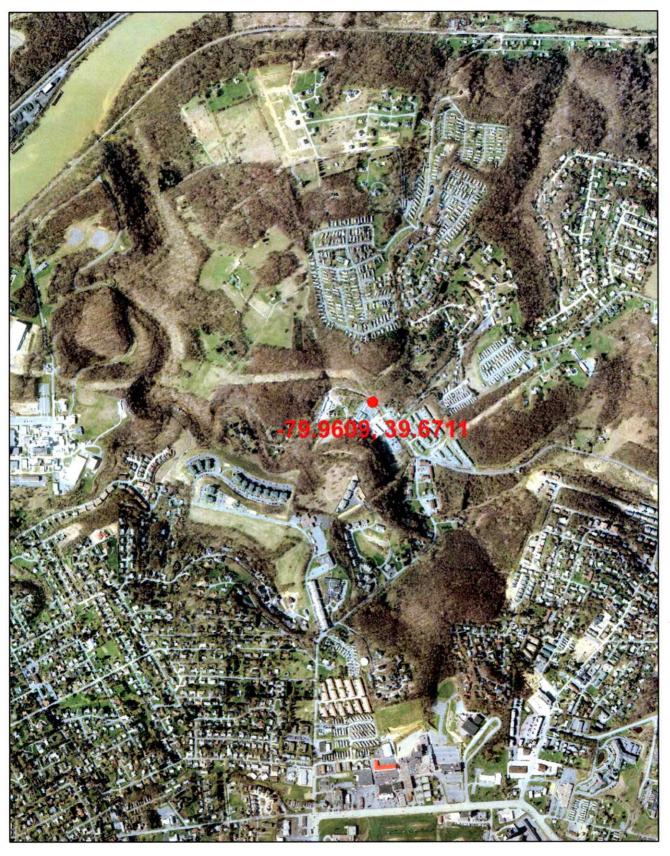
Parameter	Condition Multiplier = 1	Multiplier = 2	Factor	Subclass	Points
Safety or health threat	Potential risk *	Immediate threat **	25	1	50
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Well casing	y Either no production or surface casing *	No production and surface casing, severely deteriorated single casing string and/or evidence of groundwater contamination **	20	2	40
Mineral resource development	Planned or active mineral resc. dev. w/in 2000' of well *	Planned or active mineral resc dev. w/in 1000' of well**	15	3	30
Drinking water supply	Well < 500' and >100' from supply	Well < 100' from supply	10	3	10
Population	y > 10 and < 20 people within 1000' of well	> 20 people within 1000' of w	10		10
Surface waters	y Well < 500' and > 100' from lake, river or stream	Well < 100' from lake, river or stream	10		10
Age of well	> 25 and < 50 years old	> 50 years old	5		5
Abandonment time	> 25 and < 50 years y	> 50 years	5		5
Subclass				1	
Total					180







61-70124 NAD 27





AGREEMENT, made and entered into this $9 th$ date of NOVEMBER	, 19 <u>98</u> , by and between	WILLIAM F.	ALFRED,	SINGLE
a a a a a		6		
100 Bil 591 Page 264 thru 405	71, 10		2 2	H 1
of, party of the first part, herei	nafter called Lessor (whether	one or more), and Inter	rstate Drilling, Inc	., party of the
second part, hereinafter called Lessee;		v 8.V	#11 ¥	
the state of the s			(TriTM)	
1. WITNESSETH: That the Lessor, in consideration of the sum of One Described hereinafter contained, does hereby grant unto the Lessee all of the oil and gas with the exclusive right to drill for, produce and market oil and gas and their the right to enter thereon at all times for the purpose of drilling and operating and to possess, use, and occupy so much of said premises as is necessary and by pipelines or otherwise; said land being situate in FREEMANS CRI and described as follows, to-wit: Bounded on the	s and all of the constituents of constituents and of storing g g for oil, gas and water, laying convenient for said purposes	of either in and under the as of any kind in any for g pipelines, erecting tank and to convey the above	e land hereinafter des mation underlying the s, machinery, power named products there	scribed, together ne land, and also s and structures, efrom or thereto
NORTH by lands ofSTANTON TURNPIKE				
EAST by lands of GUY C. VILLERS		•	ACT (CO.) (DATE (CO.) (C	
SOUTH by lands of JOHN LANCESTER				
WEST by lands of ROSCOE TAYLOR				
Containing 40 Acres acres, more or less and being to by deed dated		sor by ecorded in said county re	cords in1	Book No
2. It is agreed that this lease shall remain in force for a primary term of) One	e vears from this date	and as long thereafter as	s operations for oil (or gas are being

- conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.
- 3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipeline to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor her proportionate share for all gas and casing head gas produced and sold from the premises, payable monthly; provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each gas well while, through lack of market, gas therefrom is not sold or used off the provided, Lessee shari pay Lessoi a toyany at the less of the provided premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof. 100
- 4. The Lessee shall commence operations for a well on the premises on or before NOVEMBER 9 19 98 unless Lessee pays thereafter a rental of \$5.00 for each twelve(12) months that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights confirmed. The dilling of a new and all other rights confirmed. The dilling of a new and all other rights confirmed. aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.
- 5. All moneys coming due hereunder shall be paid or tendered to <u>WILLTAM F. ALFRED</u> direct, or by check payable to his (or her) order mailed to <u>RT. 4 BOX 85. WESTON</u>, <u>WV 26452</u> and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ten days after having received written notice by registered mail from the Lessor of his intention to declare
- 6. Lessor reserves 200,000 cubic fee of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.
- 7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary and produce such gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of \$5.00 per acre per year, we have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary per acre per year, while the s are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.
- 8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.
- 9. If said Lessor owns a less interest in the above described land that the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.
- 10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipelines below plow depth.
- 11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In the event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.
- 12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a dully executed surrender thereof in the Recorder's office of the County in which the
- 13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other
- 14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

	50 C C C C C C C C C C C C C C C C C C C
Witness the hands and seals of the parties hereto the	the day and year first above written.
WITNESS:	15 M . P Man
* ***	William + Ulfred (
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Dr. 1	WEST VIRGINIA ACKNOWLEDGEMENT
STATE OF WEST VIRGINIA }	o-wit:
COUNTY OF LEWIS	The second of th
1. EDWARD MULLOOL	, a Notary Public of said County, do hereby certify that William F. Alfice
5:N9/15	e e a
* :	g bearing date the 949 day of NOVENABOR, 1988, has this day acknowledg
	uay of the control of
same before me in my said County.	Thursday Mag Control of the state of
Given under my hand this 944 day of	Oversper 1978 Z
	aflowed pulloo
St. All	NOTARY PUBLIC
My Commission expires	
	P. O. Box 853
My Commission E	Expires Name 1 26452
the same of the sa	WEST VIRGINIA ACKNOWLEDGEMENT
OTHER OF STREET, CARLES	
STATE OF WEST VIRGINIA }	the state of the s
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Assigned: See 579 rage 264 from 405
OIL AND GAS LEASE

VOL 302 1AU: 402

AGREEMENT, made and entered into this 9th date of NOVEMBER, 1998, by and between JOSEPH W. WAGONER,
SUBSTITUTE TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF GARLAND C. FRANCIS,
DECEASED.
of, party of the first part, hereinafter called Lessor (whether one or more), and Interstate Drilling, Inc., party of the
second part, hereinafter called Lessee;
1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipelines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey the above named products therefrom or thereto by pipelines or otherwise; said land being situate in FREEMANS CREEK Township/District, County of TEWTS , State of West Virginia , and described as follows, to-wit: Bounded on the
NORTH by lands of STANTON TURNPIKE
EAST by lands of GUY C. VILLERS
SOUTH by lands of
Containing FORTY acres, more or less and being the same land conveyed to lessor by
Page
2. It is agreed that this lease shall remain in force for a primary term of ONE years from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof. 3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipeline to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor her proportionate share for all gas and casing head gas produced and sold from the premises, payable monthly; provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each gas well while, through lack of market, gas therefrom is not sold or used off the
4. The Lessee shall commence operations for a well on the premises on or before NOVEMBER 9, 1998 unless Lessee pays thereafter a rental of \$5.00 for each twelve(12) months that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.
5. All moneys coming due hereunder shall be paid or tendered to Joseph W. Wagoner, Substitute Trustee direct, or by check payable to his (or her) order mailed to P. O. Box 839, Weston, W. 26452 and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ten days after having received written notice by registered mail from the Lessor of his intention to declare such default.
6. Lessor reserves 200,000 cubic fee of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.
7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights of way necessary to store and produce such gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of \$5.00 per acre per year, while the premises are 30 used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.
8. Lessor further grants to the Lessee, his heirs and assigns, the right to unitize this lease with other leases to form a drilling unit or units according to the rules and

- regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.
- 9. If said Lessor owns a less interest in the above described land that the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.
- 10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipelines below plow depth.
- 11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In the event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.
- 12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a dully executed surrender thereof in the Recorder's office of the County in which the
- 13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other
- 14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities.

Witness the hands and seals of the	parties hereto the day	and year first abov	e written.		***	No.	
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Trustee				· · · · · · · · · · · · · · · · · · ·	<u> </u>		
whose nameiS_ signed to the	e within writing bearing	ng date the 9th	day of	November	, 19	98, ha <u>s</u> this day a	cknowledged th
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