



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

Date: July 26, 19 82

Operator's Well No. Rogers -1

API Well No. 47 073 1514  
State County Permit

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

WELL TYPE: Oil X / Gas X /  
(If "Gas", Production X / Underground storage \_\_\_\_\_ / Deep \_\_\_\_\_ / Shallow X /)

LOCATION: Elevation: 722' Watershed: Henry Camp  
District: Jefferson County: Pleasants Quadrangle: Schultz

WELL OPERATOR Energex Oil & Gas Corp. DESIGNATED AGENT Walter H. Allen  
Address P. O. Box 5306 Address P. O. Box 5306  
Vienna, WV 26105 Vienna, WV 26105

OIL & GAS ROYALTY OWNER Don Rogers, Et al  
Address Rt. #1  
St. Marys, WV

COAL OPERATOR \_\_\_\_\_  
Address \_\_\_\_\_

Acreege \_\_\_\_\_  
SURFACE OWNER Don Rogers, Et al  
Address Rt. #1  
St. Marys, WV  
Acreege \_\_\_\_\_

COAL OWNER(S) WITH DECLARATION ON RECORD:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

FIELD SALE (IF MADE) TO:  
Address \_\_\_\_\_

COAL LESSEE WITH DECLARATION ON RECORD:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

OIL & GAS INSPECTOR TO BE NOTIFIED  
Name Robert Lowther  
Address General Delivery  
Middlebourne, WV 26140 304-758-4764

The undersigned well operator is entitled to operate for oil or gas purposes at the above location under a deed \_\_\_\_\_ / lease X other contract \_\_\_\_\_ / dated Dec. 1, 19 81, to the undersigned well operator from Don Rogers, Et al

(If said deed, lease, or other contract has been recorded:)  
Recorded on \_\_\_\_\_, 19 \_\_\_\_\_, in the office of the Clerk of the County Commission of Pleasants County, West Va., in Deed Book 169 at page 642. A permit is requested as follows:

PROPOSED WORK: Drill X / Drill deeper \_\_\_\_\_ / Redrill \_\_\_\_\_ / Fracture or stimulate \_\_\_\_\_ /  
Plug off old formation \_\_\_\_\_ / Perforate new formation \_\_\_\_\_ /  
Other physical change in well (specify) \_\_\_\_\_  
\_\_\_\_\_ planned as shown on the work order on the reverse side hereof.

The above named coal operator, coal owner(s), and coal lessee are hereby notified that any objection they wish to make or are required to make by Code §22-4-3 must be filed with the Department of Mines within fifteen (15) days after the receipt of this Application by the Department.

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

PLEASE SUBMIT COPIES OF ALL GEOPHYSICAL LOGS DIRECTLY TO:  
WEST VIRGINIA OIL AND GAS CONSERVATION COMMISSION  
1615 WASHINGTON STREET EAST  
CHARLESTON, WV 25311  
TELEPHONE: (304) 348-3092

RECEIVED  
JUL 28 1982  
DEPT. OF MINE  
BLANKET BOND

Energex Oil & Gas Corp.  
Well Operator  
By Carroll B. Boice  
Its Agent

PROPOSED WORK ORDER

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

DRILLING CONTRACTOR (IF KNOWN) Paul Drilling Corp.  
Address P. O. Box 1841  
Parkersburg, WV 26101

GEOLOGICAL TARGET FORMATION, Marcellus Shale

Estimated depth of completed well, 4000 feet Rotary X / Cable tools \_\_\_\_\_ /

Approximate water strata depths: Fresh, 100 feet; salt, 200 feet.

Approximate coal seam depths: NONE Is coal being mined in the area? Yes \_\_\_\_\_ / No X /

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				
Conductor	10 1/2	ST-C	24		X	200	200	to surf.	Kinds
Fresh Water	8 5/8	ST-C	24	X		900	(900 if needed)	fill-up 200'	
Coal									Sizes
Intermediate									
Production	4 1/2	ST-C	9 1/2	X			4000	fill-up above 2nd cow run	Depths set
Tubing									
Liners									Perforations:
									Top Bottom

NOTE: Regulation 7.02 of the Department of Mines provides that the original and four copies of Form IV-2 must be filed with the Department, accompanied by (i) a plat in the form prescribed by Regulation 11, (ii) a bond in one of the forms prescribed by Regulation 12, or in lieu thereof the other security allowed by Code § 22-4-2, (iii) Form IV-9, "Reclamation Plan", applicable to the reclamation required by Code § 22-4-12b and Regulation 23, (iv) unless previously paid on the same well, the fee required by Code § 22-4-12a, and (v) if applicable, the consent required by Code § 22-4-8a from the owner of any water well or dwelling within 200 feet of the proposed well.

A separate Form IV-2 shall not be required for fracturing or stimulating a well where fracturing or stimulating is to be part of the work for which a permit is sought and is noted as such on the Form IV-2 filed in connection therewith.

**THIS PERMIT MUST BE POSTED AT THE WELL SITE.**  
**ALL PROVISIONS BEING IN ACCORDANCE WITH CHAPTER 22,**  
**ARTICLE 4 OF THE W. VA. CODE, THE LOCATION IS HEREBY**  
APPROVED FOR drilling. **THIS PERMIT SHALL EXPIRE**  
**IF OPERATIONS HAVE NOT COMMENCED BY** 3-28-83  
BY [Signature]

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

WAIVER

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

Date: \_\_\_\_\_, 19 \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

BLANKET BOND



DATE April 5, 1982

WELL NO. Rogers #1

API NO. 47 - 073 - 1514

State of West Virginia

Department of Mines  
Oil and Gas Division

CONSTRUCTION AND RECLAMATION PLAN

COMPANY NAME Energex Oil & Gas Corp.

DESIGNATED AGENT Walter H. Allen

Address P. O. Box 5306, Vienna, WV 26105

Address P.O. Box 5306, Vienna, W

Telephone (304) 295-8501

Telephone (304) 295-8501

LANDOWNER Don Rogers

SOIL CONS. DISTRICT Upper Ohio

Revegetation to be carried out by Energex Oil and Gas Corporation (Age)

This plan has been reviewed by Upper Ohio SCD. All corrections and additions become a part of this plan: 4/7/82 (Date)

Kenneth P. Mann  
(SCD Agent)

ACCESS ROAD

LOCATION

Structure Culvert (A)

Structure \_\_\_\_\_

Spacing If Necessary

Material \_\_\_\_\_

Page Ref. Manual 2-7

Page Ref. Manual \_\_\_\_\_

Structure Stone (B)

Structure \_\_\_\_\_

Spacing If Necessary

Material \_\_\_\_\_

Page Ref. Manual \_\_\_\_\_

Page Ref. Manual \_\_\_\_\_

Structure \_\_\_\_\_ (C)

Structure \_\_\_\_\_

Spacing \_\_\_\_\_

Material \_\_\_\_\_

Page Ref. Manual \_\_\_\_\_

Page Ref. Manual \_\_\_\_\_

RECEIVED  
JUL 26 1982  
OIL & GAS DIVISION  
DEPT. OF MINES

SEE SKETCH

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

REVEGETATION

Treatment Area I

Treatment Area II

Lime \_\_\_\_\_ Tons/acre  
or correct to pH 6.5

Lime \_\_\_\_\_ Tons/acre  
or correct to pH \_\_\_\_\_

Fertilizer 500 lbs./acre  
(10-20-20 or equivalent)

Fertilizer \_\_\_\_\_ lbs/acre  
(10-20-20 or equivalent)

Mulch Hay or Straw 2 Tons/acre

Mulch \_\_\_\_\_ Tons/acre

Seed\* Ry #31 Fescue 40 lbs/acre

Seed\* \_\_\_\_\_ lbs/acre

Redtop 8 lbs/acre

\_\_\_\_\_ lbs/acre

\_\_\_\_\_ lbs/acre

\_\_\_\_\_ lbs/acre

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

PLAN PREPARED BY James R. Boice

ADDRESS P. O. Box 5306

Vienna, WV 26105

PHONE NO. (304) 295-8501

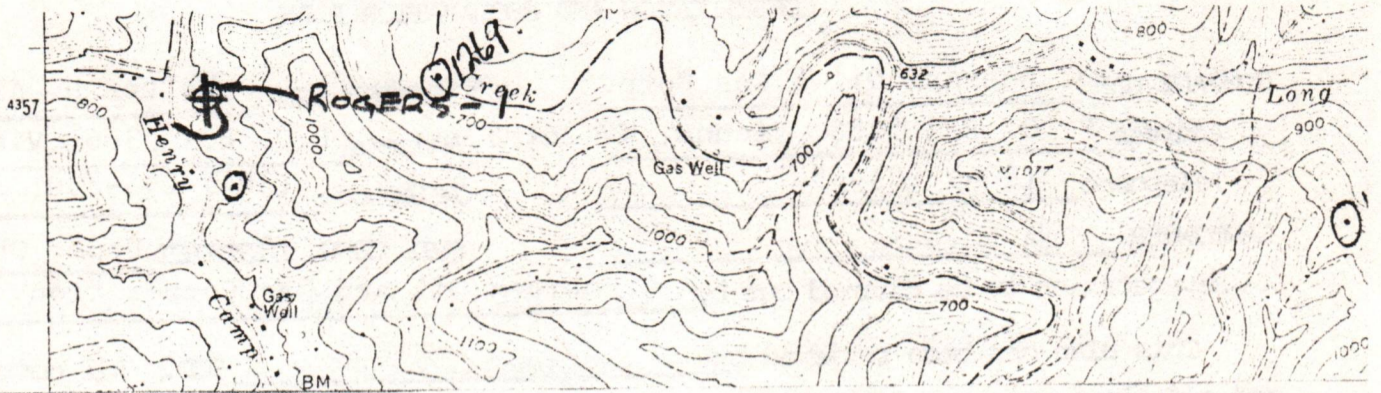
NOTES: Please request landowners' cooperation to protect new seedling for one growing season. Attach separate sheets as necessary for comments.

ATTACH OR PHOTOCOPY SECTION OF INVOLVED TOPOGRAPHIC MAP. QUADRANGLE SCHULTZ

**LEGEND**

Well Site ⊕

Access Road ———

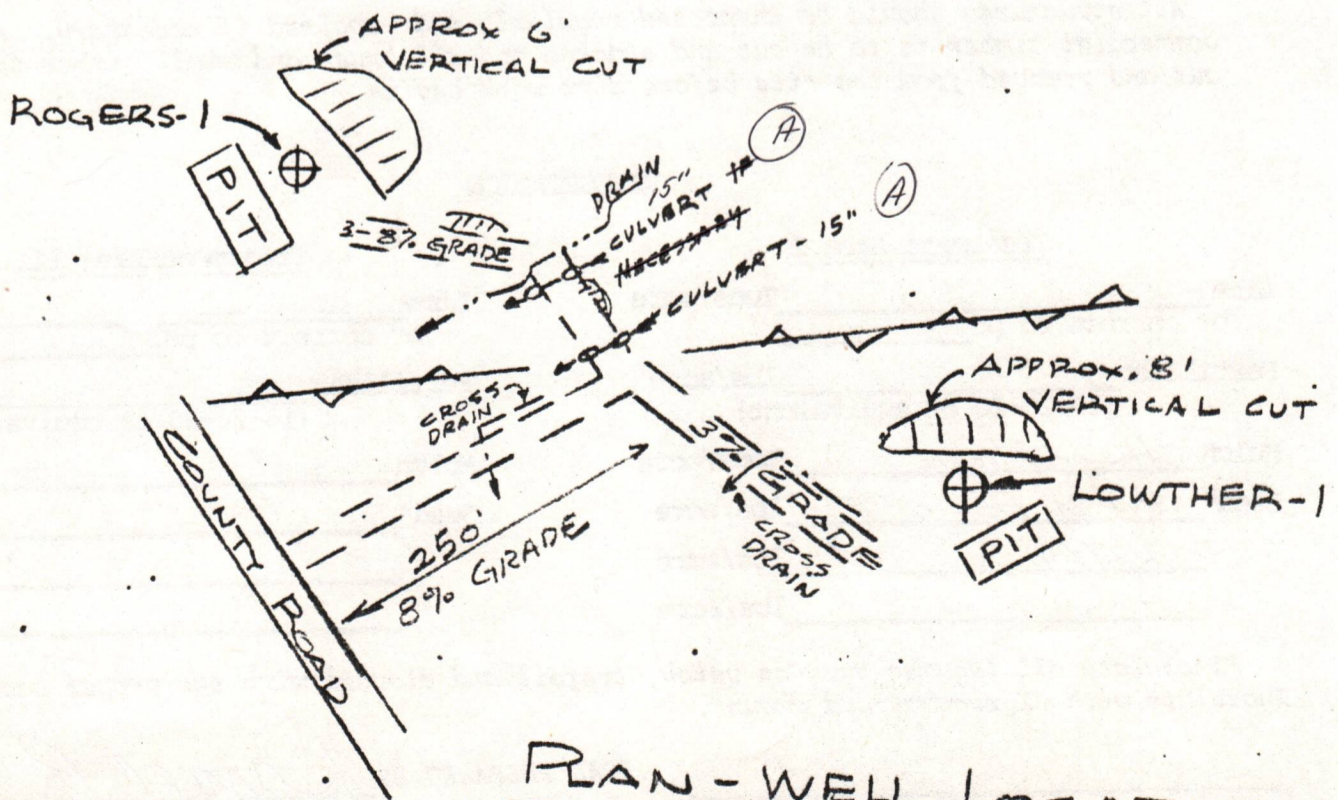


**WELL SITE PLAN**

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

**LEGEND**

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



PLAN - WELL LOCATION  
ROGERS No 1

AGREEMENT, made and entered into this 1st day of December A. D. 1981

by and between (1/3 interest - 26 acres) Glen K. Lawther and Sophia L. Lawther (1/3 interest - 14 acres) Donald D. Rogers and Wilma J. Rogers

of party of the first part, hereinafter called Lessor (whether one or more), and Energen Oil & Gas Corp., Box 5306, Vienna, WV 26105 party of the second part, hereinafter called Lessee;

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

the above named products therefrom or thereto by pipe lines or otherwise; said land being situate in Jefferson Township, District, County of Pleasants, State of West Virginia, and described as follows, to-wit: Bounded on the

NORTH by lands of Washington District EAST by lands of Ralph Masten SOUTH by lands of James E. Chambers WEST by lands of Grant District Containing (40) forty acres, more or less and being the same land conveyed to lessor by D.A. Ingram by deed dated August 1948 and recorded in said county records in Pleasants Book No. 89 Page 87

2. It is agreed that this lease shall remain in force for a primary term of (1) one year from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor one-eighth (1/8) of all proceeds

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 premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before June 1st, 1982, unless Lessee pays thereafter a rental of \$132.00 for each six 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 Glen K. Lawther \$5,80 Donald D. Rogers \$4,70 direct, or by check payable to his (or her) order mailed to Box 26, Rt. 1, St. Marys, W. Va. 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 2000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to 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 unitized, the Lessor agrees to accept, in lieu of the royalty herebefore 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 than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

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

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

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

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force 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.

This instrument prepared by David Roberts

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

Lessee will provide free gas and free gas hookup for two households.  
Well site locations are to be mutually agreed on by Lessor and Lessee.  
Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Glen K. Loutcher (SEAL)  
Joseph J. Loutcher (SEAL)  
Donald D. Rogers (SEAL)  
Wilma J. Rogers (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

<sup>WV</sup>  
~~OHIO~~ ACKNOWLEDGMENT

STATE OF <sup>WV</sup> ~~OHIO~~  
COUNTY OF Pleasants

SS.

Before me, a Notary Public in and for said county, personally appeared the above named Glen K. Loutcher, Joseph J. Loutcher, Donald D. Rogers, and Wilma J. Rogers who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed. In testimony whereof I have hereunto subscribed my name at Glen Loutcher home, this 1st day of December, 1981.

David Roberts  
Notary Public

My Commission expires 10/19/91

ASSIGNMENT OF LEASE

For and in consideration of the sum of one dollar to me in hand paid, I, \_\_\_\_\_ do hereby sell, assign and transfer all of my right, title and interest in the within oil and gas lease on and to \_\_\_\_\_ heirs, successors and assigns.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
WITNESS:

STATE OF OHIO,  
COUNTY OF \_\_\_\_\_ } ss.

Personally appeared before me, a \_\_\_\_\_, in and for said County \_\_\_\_\_, who acknowledged the signing of the foregoing instrument to be \_\_\_\_\_ voluntary act and deed for the uses and purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my \_\_\_\_\_ seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public, Justice of the Peace.

RECEIVED FOR RECORD AND RECORDED IN THE CLERK'S OFFICE OF PLEASANTS COUNTY  
IN Book 180  
Page 642  
David Roberts  
CLEAN PLEASANTS

Term	County	Location	Acres	Date

RECEIVED  
JUL 26 1982  
OIL  
OIL & GAS DIVISION  
DEPT. OF MINES

STATE OF WEST VIRGINIA, COUNTY OF PLEASANTS, TO-WIT:  
OFFICE OF THE CLERK OF THE COUNTY COURT OF PLEASANTS COUNTY.

The foregoing paper writing was this day 12/3/81, at 1:30 PM presented for record in my office, and thereupon, together with the certificate thereto annexed, is admitted to record.

Teste: Juda W. Hammett Clerk,  
County Court of Pleasants County

Pleas-1514

BOOK 169 PAGE 644 OIL AND GAS LEASE

AGREEMENT, made and entered into this 2nd day of December A. D. 1981 by and between (2/3 two-thirds interest) Denzil A. Ingram and Daris A. Ingram, His wife. S.S. # "232-10-8773" and "234-05-976"

of Box 202, Belmont, WV, 26134 party of the first part, hereinafter called Lessor (whether one or more), and Energex Oil & Gas Corp., Box 5306, Vienna, WV party of the second part, hereinafter called Lessee;

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

the above named products therefrom or thereto by pipe lines or otherwise; said land being situate in Jefferson District, County of Pleasants, State of West Virginia, and described as follows, to-wit: Bounded on the

NORTH by lands of Washington District

EAST by lands of Ralph Masten

SOUTH by lands of James E. Chambers

WEST by lands of Grant District

Containing 40 (forty) acres, more or less and being the same land conveyed to lessor by A. G. Ingram Heirs by deed dated March 1944 and recorded in said county records in Pleasants Book No. 86 Page 22

2. It is agreed that this lease shall remain in force for a primary term of (1) one year only 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 pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor

one-eighth (1/8) of all proceeds from oil and/or gas 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 premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before June 2nd, 1982 unless Lessee pays thereafter a rental of \$266.00 for each six 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 Denzil A. and Daris A. Ingram direct, or by check payable to his (or her) order mailed to Box 202, Belmont, WV, 26134, and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ten days after having received written notice by registered mail from the Lessor of his intention to declare such default.

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

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of \$266.00 per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to 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 than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

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

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

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

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force 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.

This instrument prepared by David Roberts

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

Lessor does not include and hereby reserves all mineral rights to and through the Big Injun sand or 1,700 feet, whichever is greater.

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

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Denzil A. Ingram (SEAL)  
Doris A. Ingram (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

OHIO ACKNOWLEDGMENT

STATE OF <sup>WV</sup> OHIO,  
COUNTY OF Pleasants } SS.

Before me, a Notary Public in and for said county, personally appeared the above named Denzil A. Ingram and Doris A. Ingram who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed. In testimony whereof I have hereunto subscribed my name at their home, this 2nd day of December, 1981.

David Roberts  
Notary Public

My Commission expires 10/14/91

ASSIGNMENT OF LEASE

For and in consideration of the sum of one dollar to me in hand paid, I, \_\_\_\_\_ do hereby sell, assign and transfer all of my right, title and interest in the within oil and gas lease on and to \_\_\_\_\_, heirs, successors and assigns.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

STATE OF OHIO,  
COUNTY OF \_\_\_\_\_ } ss.

Personally appeared before me, a \_\_\_\_\_, in and for said County \_\_\_\_\_, who acknowledged the signing of the foregoing instrument to be \_\_\_\_\_ voluntary act and deed for the uses and purposes therein mentioned. In testimony whereof, I have hereunto set my hand and affixed my \_\_\_\_\_ seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_\_

My commission expires \_\_\_\_\_ Notary Public, Justice of the Peace.

RECEIVED FOR RECORD AND RECORDED IN THE CLERK'S OFFICE OF PLEASANTS COUNTY  
IN PROOF  
12/13/81  
Clerk Pleasants

Term	County	Location	Acres	Date

RECEIVED  
JUL 26 1982  
Oil & GAS DIVISION  
DEPT. OF MINES

STATE OF WEST VIRGINIA, COUNTY OF PLEASANTS, TO-WIT:  
OFFICE OF THE CLERK OF THE COUNTY COURT OF PLEASANTS COUNTY.

The foregoing paper writing was this day 12/3/81, at 1:30 pm presented for record in my office, and thereupon, together with the certificate thereto annexed, is admitted to record.

Teste: Juda W. Hammett Clerk,  
County Court of Pleasants County



IV-35  
(Per 8-81)



State of West Virginia  
Department of Mines  
Oil and Gas Division

Date December 29, 1982  
Operator's Well No. Rogers No. 1  
Farm Don Rogers  
API No. 47 - 073 - 1514

WELL OPERATOR'S REPORT  
OF  
DRILLING, FRACTURING AND/OR STIMULATING, OR PHYSICAL CHANGE

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

LOCATION: Elevation: 722' Watershed Henry Camp  
District: Jefferson County Pleasants Quadrangle Schultz

COMPANY Energex Oil & Gas Corp.  
ADDRESS 105 Alta St. Marietta, OH 45750  
DESIGNATED AGENT Darrell Boice  
ADDRESS P. O. Box 5306, Vienna, WV 26105  
SURFACE OWNER Don Rogers  
ADDRESS Rt. #1, St. Marys, WV  
MINERAL RIGHTS OWNER Don Rogers, et al  
ADDRESS Rt. #1, St. Marys, WV  
OIL AND GAS INSPECTOR FOR THIS WORK Robert Lowther  
ADDRESS Middlebourne, WV 26140  
PERMIT ISSUED July 26, 1982  
DRILLING COMMENCED Nov. 14, 1982  
DRILLING COMPLETED Nov. 18, 1982  
IF APPLICABLE: PLUGGING OF DRY HOLE ON CONTINUOUS PROGRESSION FROM DRILLING OR REWORKING. VERBAL PERMISSION OBTAINED ON NOT APPLICABLE

Casing & Tubing	Used in Drilling	Left in Well	Cement fill up Cu. ft.
Size 20-16 Cond.			
13-10"	200	200	to surf.
9 5/8			
8 5/8	900	900	Fill-up 200'
7			
5 1/2			
4 1/2	3955	3955	Fill up above 2nd Cow Run
3			
2			
Liners used			

RECEIVED

JAN 4 - 1983

OIL AND GAS DIVISION  
WV DEPARTMENT OF MINES

GEOLOGICAL TARGET FORMATION Marcellus Shale Depth 4,000 feet  
Depth of completed well 3955 feet Rotary X / Cable Tools      
Water strata depth: Fresh 100 feet; Salt 200 feet  
Coal seam depths: NONE Is coal being mined in the area? No

OPEN FLOW DATA

Producing formation Devonian Shale Pay zone depth     feet  
Gas: Initial open flow 400 Mcf/d Oil: Initial open flow 25 Bbl/d  
Final open flow 250 Mcf/d Final open flow 20 Bbl/d  
Time of open flow between initial and final tests 24 hours  
Static rock pressure 700 psig (surface measurement) after 24 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)

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

Perforated 2788-76' (six shots); 3718-12' (eight shots); 3551-48' (two shots);  
 3501-11' (six shots); 3430-39' (six shots); 3411-22' (seven shots); 3383-93' (nine shots)  
 3322-32' (six shots); 3292-3312 (seven shots); 3240-46' (four shots).

Fractured with 350 gallons of Hcl acid and 1200 Mcf Nitrogen.

**WELL LOG**

FORMATION	COLOR	HARD OR SOFT	TOP FEET	BOTTOM FEET	REMARKS
					Including indication of all fresh and salt water, coal, oil and gas
Shale	Gray		0	110	
Sand	Gray		111	140	
Shale-Sand	Gray		141	160	
Shale	Gray		161	375	
Lime	White		376	530	
Shale	Gray		531	605	
Shale	Black		606	620	
Rock	Red		621	710	
Shale	Gray		711	940	
Salt Sand	White		941	1120	
Shale	Gray		1121	1615	
Big Lime	Green		1616	1690	
Big Injun	Sand		1691	1740	
Shale	Gray		1741	1860	
Lime	Gray		1860	1900	
Shale	Brown		1901	1919	
Berea Sand	White		1920	1922	
Shale	Gray		1923	2125	
Gordon Stray	Gray		2126	2160	
Shale	Gray		2161	2275	
Gordon Sand	Gray		2276	2300	
Shale	Gray		2301	3955TD	

(Attach separate sheets as necessary)

ENERGEX OIL & GAS CORPORATION

Well Operator

By: Robert M. Foulant, SECRETARY

Date: DEC. 28, 1982

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

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

RECEIVED

NOV 18 1982

OIL AND GAS DIVISION  
WV DEPARTMENT OF MINES

INSPECTOR'S WELL REPORT

Permit No. 073-1514

Oil or Gas Well \_\_\_\_\_  
(KIND)

Company <u>Energex Oil &amp; Gas</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address <u>Vienna W. Va.</u>	Size			
Farm <u>Don Rogers</u>	16			Kind of Packer _____
Well No. <u>1</u>	13			Size of _____
District <u>Jefferson</u> County <u>Pleasant</u>	<u>11 3/4</u>	<u>200</u>	<u>200</u>	Depth set _____
Drilling commenced _____	<u>8 1/4</u>	<u>1000</u>	<u>1000</u>	Perf. top _____
Drilling completed _____ Total depth <u>1008</u>	6 1/8			Perf. bottom _____
Date shot _____ Depth of shot _____	5 3/16			Perf. top _____
Initial open flow _____ /10ths Water in _____ Inch	3			Perf. bottom _____
Open flow after tubing _____ /10ths Merc. in _____ Inch	2			Perf. top _____
Volume _____ Cu. Ft.	Liners Used			Perf. bottom _____
Rock pressure _____ lbs. _____ hrs.				
Oil _____ bbls., 1st 24 hrs.	CASING CEMENTED <u>11 3/4</u> SIZE <u>200</u> No. FT <u>11-14-82</u> Date			
Fresh water _____ feet _____ feet	NAME OF SERVICE COMPANY <u>Haight INC</u>			
Salt water _____ feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names Alfa Anderson Tool pusher Haight INC  
Contractor

Remarks: 1000 8 5/8 casing cemented 11-15-82

11-15-82  
DATE

R. A. Lowther  
DISTRICT WELL INSPECTOR

Form 26  
2/16/82

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

INSPECTOR'S PLUGGING REPORT

Permit No. \_\_\_\_\_ Well No. \_\_\_\_\_

COMPANY \_\_\_\_\_ ADDRESS \_\_\_\_\_

FARM \_\_\_\_\_ DISTRICT \_\_\_\_\_ COUNTY \_\_\_\_\_

Filling Material Used \_\_\_\_\_

Liner	Location	Amount	Packer	Location			
PLUGS USED AND DEPTH PLACED			BRIDGES		CASING AND TUBING		
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION	RECOVERED	SIZE	LOST	

Drillers' Names \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_ I hereby certify I visited the above well on this date.  
DATE \_\_\_\_\_  
DISTRICT WELL INSPECTOR \_\_\_\_\_

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

RECEIVED

JAN 14 1983

OIL AND GAS DIVISION  
WV DEPARTMENT OF MINES

INSPECTOR'S WELL REPORT

Permit No. 073-1514

Oil or Gas Well \_\_\_\_\_  
(KIND)

Company <u>Energex oil &amp; Gas</u>	CASING AND TUBING	USED IN DRILLING	LEFT IN WELL	PACKERS
Address <u>Vienna W. Va.</u>	Size			
Farm <u>Don Rogers</u>	16			Kind of Packer _____
Well No. <u>1</u>	13			
District <u>Jefferson</u> County <u>Pleasant</u>	10			Size of _____
Drilling commenced _____	8 1/4			
Drilling completed _____ Total depth _____	6 3/8			Depth set _____
Date shot _____ Depth of shot _____	5 3/16			
Initial open flow _____ /10ths Water in _____ Inch	3			Perf. top _____
Open flow after tubing _____ /10ths Merc. in _____ Inch	2			Perf. bottom _____
Volume _____ Cu. Ft.	Liners Used _____			Perf. top _____
Block pressure _____ lbs. _____ hrs.				Perf. bottom _____
_____ bbls., 1st 24 hrs.	CASING CEMENTED _____ SIZE _____ No. FT. _____ Date _____			
Fresh water _____ feet _____ feet	NAME OF SERVICE COMPANY _____			
Salt water _____ feet _____ feet	COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			
	_____ FEET _____ INCHES _____ FEET _____ INCHES			

Drillers' Names \_\_\_\_\_

Remarks: Re Claim work not completed

1-13-83

R.A. Lowther

STATE OF WEST VIRGINIA  
DEPARTMENT OF MINES  
OIL AND GAS WELLS DIVISION  
**INSPECTOR'S PLUGGING REPORT**

Permit No. \_\_\_\_\_

Well No. \_\_\_\_\_

COMPANY \_\_\_\_\_ ADDRESS \_\_\_\_\_

FARM \_\_\_\_\_ DISTRICT \_\_\_\_\_ COUNTY \_\_\_\_\_

Filling Material Used \_\_\_\_\_

Liner		Location		Amount	Packer	Location		
PLUGS USED AND DEPTH PLACED			BRIDGES		CASING AND TUBING			
CEMENT-THICKNESS	WOOD-SIZE	LEAD	CONSTRUCTION-LOCATION		RECOVERED	SIZE	LOST	

Drillers' Names \_\_\_\_\_

Remarks: \_\_\_\_\_

DATE \_\_\_\_\_ I hereby certify I visited the above well on this date.



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

RECEIVED  
JUN 26 1984  
OIL & GAS DIVISION  
DEPT. OF MINES

FINAL INSPECTION REPORT  
INSPECTORS COMPLIANCE REPORT  
February 29, 1984

COMPANY Energex Oil & Gas Corporation  
105 Alta Street  
Marietta, Ohio 45750-0905

PERMIT NO 073-1514 (7-82)  
FARM & WELL NO Don Rogers # 1  
DIST. & COUNTY Jefferson/Pleasants

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

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

SIGNED Robert H. Lowther  
DATE June 22, 1984

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.

T. H. v. B. B.  
Administrator-Oil & Gas Division

July 19, 1984

DATE

RECEIVED

JAN 3 1983

FERC-121

OH DEPT. OF MINE

1.0 API well number: (If not available, leave blank. 14 digits.)	47-073-1514			
2.0 Type of determination being sought: (Use the codes found on the front of this form.)	107 Section of NGPA	3 Devonian Shale Category Code		
3.0 Depth of the deepest completion location: (Only needed if sections 103 or 107 in 2.0 above.)	3788 feet			
4.0 Name, address and code number of applicant: (35 letters per line maximum. If code number not available, leave blank.)	Energex Oil & Gas Corporation Name 105 Alta St. Street Marietta, City		OH State	45750 Zip Code
5.0 Location of this well: [Complete (a) or (b).] (a) For onshore wells (35 letters maximum for field name.)	Schultz Quadrangle Field Name Pleasants County, County			
	WV State			
(b) For OCS wells:	N/A Area Name Block Number Date of Lease: Mo. Day Yr. OCS Lease Number			
(c) Name and identification number of this well: (35 letters and digits maximum.)	Rogers No. 1			
(d) If code 4 or 5 in 2.0 above, name of the reservoir: (35 letters maximum.)	N/A			
6.0 (a) Name and code number of the purchaser: (35 letters and digits maximum. If code number not available, leave blank.)	Not determined Name Buyer Code			
(b) Date of the contract:	N/A Mo. Day Yr.			
(c) Estimated annual production:	75 MMcf.			
	(a) Base Price (\$/MMBTU)	(b) Tax	(c) All Other Prices [Indicate (+) or (-).]	(d) Total of (a), (b) and (c)
7.0 Contract price: (As of filing date. Complete to 3 decimal places.)	N/A	N/A	N/A	N/A
8.0 Maximum lawful rate: (As of filing date. Complete to 3 decimal places.)	5.420	.467	---	5.887
9.0 Person responsible for this application:	Robert M. Goolrick Name Secretary Title <i>Robert M. Goolrick</i> Signature December 28, 1982 Date Application is Completed 614-373-6644 Phone Number			

Agency Use Only
Date Received by Juris. Agency JAN 3 1983
Date Received by FERC



APR 20 1983

DATE: \_\_\_\_\_

BUYER-SELLER CODE

PARTICIPANTS:

WELL OPERATOR: Energex Oil & Gas Corp.

FIRST PURCHASER: Not determined

OTHER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

W. Va. Department of Mines, Oil & Gas Division  
WELL DETERMINATION FILE NUMBER

830103-107-073-1514

Use Above File Number on all Communications  
Relating to Determination of this Well

~~DEFERRED~~

~~Worksheet~~

QUALIFIED

CHECK EACH ITEM AS COMPLETE OR NOTE WHAT IS MISSING

ITEM NO.

1. FERC -121  Items not completed - Line No. All by 20 8.07

2. IV-1 Agent Darrell Boice

3. IV-2 Well Permit

4. IV-6 Well Plat

5. IV-35 Well Record  Drilling  Deepening

6. IV-36 Gas-Oil Test: Gas Only  Was Oil Produced?  Ratio

7. IV-39 Annual Production \_\_\_\_\_ years

8. IV-40 90 day Production \_\_\_\_\_ Days off line: \_\_\_\_\_

9. IV-48 Application for certification. Complete?

10-17. IV Form 51 - 52 - 53 - 54 - 55 - 56 - 57 - 58 Complete?  Affidavit Signed

18-28. Other: Survey \_\_\_\_\_ Logs \_\_\_\_\_ Geological Charts \_\_\_\_\_

Structure Map \_\_\_\_\_ 1: 4000 Map \_\_\_\_\_ Well Tabulations \_\_\_\_\_

Gas Analyses \_\_\_\_\_

(5) Date commenced: 11-14-82 Date completed 11-18-82 Deepened

(5) Production Depth: 2788-3718

(5) Production Formation: Devonian Shale

(5) Final Open Flow: 250 MCF

(5) After Frac. R. P. 700# 24 hrs.

(6) Other Gas Test: \_\_\_\_\_

(7) Avg. Daily Gas from Annual Production: \_\_\_\_\_

(8) Avg. Daily Gas from 90-day ending w/1-120 days \_\_\_\_\_

(8) Line Pressure: \_\_\_\_\_ PSIG from Daily Rep

(5) Oil Production: \_\_\_\_\_ From Completion Report \_\_\_\_\_

10-17. Does lease inventory indicate enhanced recovery being done No

10-17. Is affidavit signed?  Notarized?

Does official well record with the Department confirm the submitted information? yes

Additional information \_\_\_\_\_ Does computer program confirm? \_\_\_\_\_

Was Determination Objected to \_\_\_\_\_ By Whom? \_\_\_\_\_

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

Date December 28, 1982

Operator's Well No. Rogers No. 1

API Well No. 47 - 073 - 1514  
State County Permit

STATE APPLICATION FOR WELL CLASSIFICATION

Previous File No. \_\_\_\_\_  
(If Applicable)

WELL OPERATOR Energex Oil & Gas Corp.  
ADDRESS 105 Alta St.  
Marietta, OH 45750

DESIGNATED AGENT Darrell Boice  
ADDRESS P. O. Box 5306  
Vienna, WV 26105

Gas Purchase Contract No. None and Date N/A  
(Month, day and year)

Meter Chart Code N/A

Name of First Purchaser Not determined

\_\_\_\_\_  
(Street or P. O. Box)  
(City) (State) (Zip Code)

FERC Seller Code None

FERC Buyer Code -

TYPE OF DETERMINATION BEING SOUGHT:

- (1) Initial determination (See FERC Form 121.) 107 Devonian Shale  
Section of NGPA Category Code
- (2) Determination that increased production is the result of enhanced recovery technology.
- (3) Determination of a seasonally affected well.

Robert M. Goolrick Secretary  
Name (Print) Title  
[Signature]  
Signature  
105 Alta St.  
Street or P. O. Box  
Marietta, OH 45750  
City State (Zip Code)  
614 373-6644  
Area Phone Number  
Code

(Certificate of Proof of Service to Purchaser)

A copy of this Application for Well classification, and other documents filed herewith, has been served upon the purchaser named above (if any) by first-class mail.

(All of the above to be completed by the Operator/Applicant)

(To be completed by Jurisdictional Agency. Executed copy to be returned to Operator/Applicant and purchaser, if known).

The Department of Mines has received a request  for certification of the above described well as meeting the requirements of Section \_\_\_\_\_ under the Natural Gas Policy Act of 1978, (NGPA);  or for determination that increased production is the result of enhanced recovery technology under Section 108 of (NGPA);  or for determination of a seasonally affected well under Section 108 of (NGPA)

All interested parties are hereby notified that on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at the office of the Oil and Gas Division in Charleston, West Virginia, or as soon thereafter as it may be heard, there will be a public hearing, if requested, or if objection is filed.

This Application is assigned File No. \_\_\_\_\_

Initial review of information submitted indicates the well  is,  is not entitled to certification as claimed under the Natural Gas Policy Act (NGPA). A review of this evidence and any additional evidence will be made at the time appointed for a public hearing or as soon thereafter as the matter may be heard.

Unless objections are timely filed or a request for a hearing is made within fifteen (15) days, a hearing will not be held except on ex parte motion of the department and the matter will go to determination.

WEST VIRGINIA DEPARTMENT OF MINES

JAN 3 1983

Date received by \_\_\_\_\_  
Jurisdictional Agency

\_\_\_\_\_  
Director  
By [Signature]  
Title \_\_\_\_\_

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

Date December 28 1982

Well No. Rogers No. 1

API Well No. 1514  
State 073 County Jefferson

WELL CLASSIFICATION FORM  
HIGH COST GAS WELL - DEVONIAN SHALE  
MGA Section 157

WELL OPERATOR Energex Oil & Gas Corp.  
ADDRESS 105 Alta St.  
Marietta, OH 45750  
GAS PURCHASER Not determined  
ADDRESS \_\_\_\_\_

DESIGNATED AGENT Darrell Boice  
ADDRESS P. O. Box 5306  
Vienna, WV 26105  
LOCATION: Elevation 722'  
Watershed Henry Camp  
Dist Jefferson County Pleasants Schultz  
Gas Purchase Contract No. N/A  
Meter Chart Code N/A  
Date of Contract N/A

Date surface drilling began: November 14, 1982

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

741 psi (24-hour test)

AFFIDAVIT

I, Gene Huck, having been first sworn according to law, state that, I have calculated the percentage of footage of the producing interval which is not Devonian shale as indicated by a Gamma Ray index of less than 0.7 if a Gamma Ray log described subparagraph (3)(1) or (3)(1)(A) has been filed, or as indicated by the report described in subparagraph (3)(1)(B); I have demonstrated that the percentage of potentially disqualifying non-shale footage is equal to or less than five (5) percent of the gross Devonian age interval, and I have no knowledge of any information not described in the application which is inconsistent with a conclusion that the well qualifies as a high cost natural gas well.

Gene Huck

STATE OF WEST VIRGINIA,  
COUNTY OF Wood, TO WIT

I, Pamela Hubbard, a Notary Public in and for the state and county aforesaid, do certify that Gene Huck, whose name is signed to the writing above, bearing date the 28th day of December, 1982, has acknowledged the same before me, in my county aforesaid.

Given under my hand and official seal this 28th day of December, 1982.  
My term of office expires on the 2nd day of December, 1984

Pamela Hubbard  
Notary Public

[NOTARIAL SEAL]

DEVONIAN SHALE GAMMA RAY LOG ANALYSIS  
 APPLICATION FOR DETERMINATION OF THE MAXIMUM LAWFUL  
 PRICE UNDER THE NATURAL GAS POLICY ACT

Operator: Energex Oil and Gas Corp.

Agent: Sharon A. Barker

Type Determination being sought - 107 (Devonian Shale)

API Well No.: 47-073-1514

Well Name: Don Rogers #1

West Virginia Office of Oil and Gas  
 References: SJA File No.

County: Pleasants

Vol.      Page      Line     

I. NOTE: A Gamma Ray Log has been marked with the (a) Shale Base Line, (b) a line representing 0.7 x (Shale Base Line), (c) intervals with Gamma Ray units less than 0.7 x (Shale Base Line) and that log is included with this analysis.

II. Gamma Ray elevation indices:

A. Shale Base Line (API Units)

1. GR Value at Base Line = 125 \* API Units
2. Remarks: .

B. Gamma Ray Log Value at 0.7 x Value at Base Line

1. GR Value = 125 \* API Units
2. Calculation:  $\frac{0.7 \text{ (GR Value at Base Line)}}{0.7 \text{ (125 *)}} = \underline{87.5}$  API Units

III. Intervals with GR index less than 0.7 x (Value at Base Line):

Interval		Thickness of Interval Feet	Feet of less than* 0.7 (Shale Base Line) Feet
From**	To***		
1918'	2400'	482'	6'
2400'	2900'	500'	0'
2900'	3400'	500'	2'
3400'	3986'	586'	3'

Total Devonian Interval 2068'

Total Less Than 0.7 (Shale Base)

11

Less Than 0.7 (Shale Base Line) = .005 x 100 = .5 %

marked on log included with analysis.  
 Top of Devonian Section Recorded on First Interval in this Column.  
 Bottom of TD or Bottom of Devonian Section Recorded as last Interval  
 in this Column.

To

% I

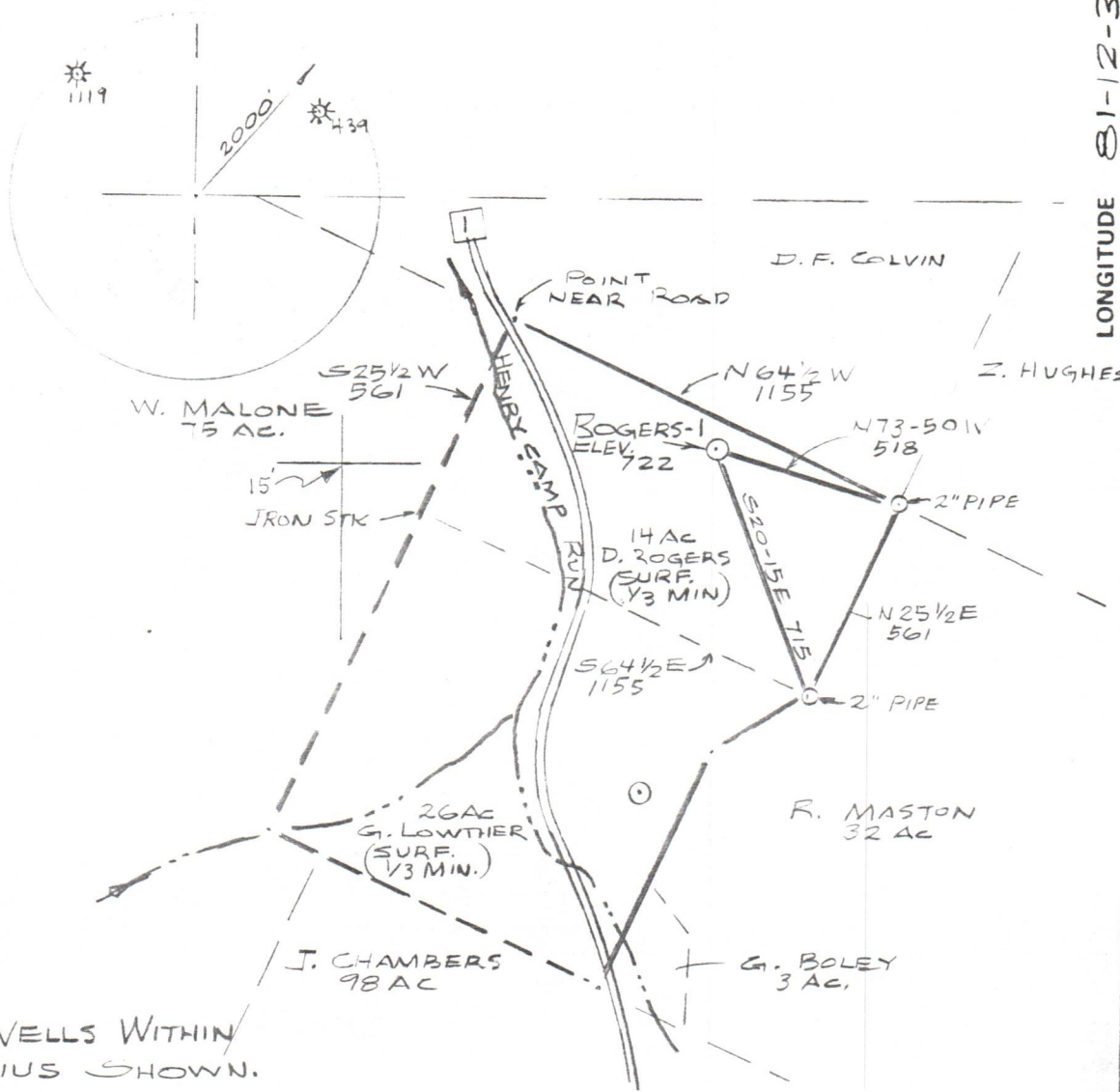
.  
\*Ma

\*To

\*\*\*Les

in

NORTH



NOTE - ALL WELLS WITHIN 2000' RADIUS SHOWN.

FILE NO. \_\_\_\_\_  
 DRAWING NO. \_\_\_\_\_  
 SCALE 1" = 500'  
 MINIMUM DEGREE OF ACCURACY 1 IN 200  
 PROVEN SOURCE OF ELEVATION 603 BM USGS

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) Carroll R. Bruce  
 R.P.E. \_\_\_\_\_ L.L.S. 667

PLACE SEAL HERE

(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS

FORM IV-6 (8-78)



DATE APR 7, 19 82  
 OPERATOR'S WELL NO. ROGERS-1  
 API WELL NO. \_\_\_\_\_  
47 - 073 - 1514  
 STATE COUNTY PERMIT

STATE OF WEST VIRGINIA  
 DEPARTMENT OF MINES  
 OIL AND GAS DIVISION

WELL TYPE: OIL  GAS  LIQUID INJECTION \_\_\_\_\_ WASTE DISPOSAL \_\_\_\_\_  
 (IF "GAS,") PRODUCTION \_\_\_\_\_ STORAGE \_\_\_\_\_ DEEP \_\_\_\_\_ SHALLOW   
 LOCATION: ELEVATION 722 WATER SHED HENRY CAMP  
 DISTRICT JEFFERSON COUNTY PLEASANTS  
 QUADRANGLE SCHULTZ 7 1/2  
 SURFACE OWNER DON ROGERS ACREAGE 14  
 OIL & GAS ROYALTY OWNER DON ROGERS ETAL LEASE ACREAGE 40  
 LEASE NO. \_\_\_\_\_

PROPOSED WORK: DRILL  CONVERT \_\_\_\_\_ DRILL DEEPER \_\_\_\_\_ REDRILL \_\_\_\_\_ FRACTURE OR STIMULATE \_\_\_\_\_ PLUG OFF OLD FORMATION \_\_\_\_\_ PERFORATE NEW FORMATION \_\_\_\_\_ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) \_\_\_\_\_

PLUG AND ABANDON \_\_\_\_\_ CLEAN OUT AND REPLUG \_\_\_\_\_  
 TARGET FORMATION MARCELLUS ESTIMATED DEPTH 4000  
 WELL OPERATOR ENERGEX OIL & GAS DESIGNATED AGENT WALTER H. ALLEN  
 ADDRESS P.O. Box 5306 VIENNA, W. VA. 26105 ADDRESS P.O. Box 5306 VIENNA, W. VA. 26105