



west virginia department of environmental protection

Office of Oil and Gas
601 57th Street, S.E.
Charleston, WV 25304
(304) 926-0450
fax: (304) 926-0452

Harold D. Ward, Cabinet Secretary
www.dep.wv.gov

Monday, June 30, 2025
WELL WORK PERMIT
Horizontal 6A / New Drill

EXPAND OPERATING LLC
6100 N WESTERN AVE.

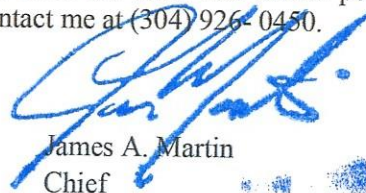
OKLAHOMA CITY, OK 73118

Re: Permit approval for Charles Frye OHI 210H
47-069-00379-00-00

This well work permit 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 any additional specific 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.

Please be advised that form WR-35, Well Operators Report of Well Work is to be submitted to this office within 90 days of completion of permitted well work, as should form WR-34 Discharge Monitoring Report within 30 days of discharge of pits, if applicable. Failure to abide by all statutory and regulatory provisions governing all duties and operations hereunder may result in suspension or revocation of this permit and, in addition, may result in civil and/or criminal penalties being imposed upon the operators.

Per 35 CSR 4-5.2.g this permit will expire in two (2) years from the issue date unless permitted well work is commenced. If there are any questions, please feel free to contact me at (304) 926-0450.



James A. Martin
Chief

Operator's Well Number: Charles Frye OHI 210H
Farm Name: Dorothy Frye
U.S. WELL NUMBER: 47-069-00379-00-00
Horizontal 6A New Drill
Date Issued: 6/30/2025

Promoting a healthy environment.

07/04/2025

PERMIT CONDITIONS

West Virginia Code § 22-6A-8(d) allows the Office of Oil and Gas to place specific conditions upon this permit. Permit conditions have the same effect as law. Failure to adhere to the specified permit conditions may result in enforcement action.

CONDITIONS

1. This proposed activity may require permit coverage from the United States Army Corps of Engineers (USACE). Through this permit, you are hereby being advised to consult with USACE regarding this proposed activity.
2. If the operator encounters an unanticipated void, or an anticipated void at an unanticipated depth, the operator shall notify the inspector within 24 hours. Modifications to the casing program may be necessary to comply with W. Va. Code § 22-6A-5a (12), which requires drilling to a minimum depth of thirty feet below the bottom of the void, and installing a minimum of twenty (20) feet of casing. Under no circumstance should the operator drill more than one hundred (100) feet below the bottom of the void or install less than twenty (20) feet of casing below the bottom of the void.
3. When compacting fills, each lift before compaction shall not be more than 12 inches in height, and the moisture content of the fill material shall be within limits as determined by the Standard Proctor Density test of the actual soils used in specific engineered fill, ASTM D698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort, to achieve 95 % compaction of the optimum density. Each lift shall be tested for compaction, with a minimum of two tests per lift per acre of fill. All test results shall be maintained on site and available for review.
4. Operator shall install signage per § 22-6A-8g (6) (B) at all source water locations included in their approved water management plan within 24 hours of water management plan activation.
5. Oil and gas water supply wells will be registered with the Office of Oil and Gas and all such wells will be constructed and plugged in accordance with the standards of the Bureau for Public Health set forth in its Legislative rule entitled *Water Well Regulations*, 64 C.S.R. 19. Operator is to contact the Bureau of Public Health regarding permit requirements. In lieu of plugging, the operator may transfer the well to the surface owner upon agreement of the parties. All drinking water wells within fifteen hundred feet of the water supply well shall be flow tested by the operator upon request of the drinking well owner prior to operating the water supply well.
6. Pursuant to the requirements pertaining to the sampling of domestic water supply wells/springs the operator shall, no later than thirty (30) days after receipt of analytical data provide a written copy to the Chief and any of the users who may have requested such analyses.
7. 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. Also, 24 hours prior to the initiation of the completion process the operator shall notify the Chief or his designee.
8. During the completion process the operator shall monitor annular pressures and report any anomaly noticed to the chief or his designee immediately.
9. If any explosion or other accident causing loss of life or serious personal injury occurs in or about a well or well work on a well, the well operator or its contractor shall give notice, stating the particulars of the explosion or accident, to the oil and gas inspector and the Chief, within 24 hours of said accident.
10. During the casing and cementing process, in the event cement does not return to the surface, the oil and gas inspector shall be notified within 24 hours.
11. The operator shall provide to the Office of Oil and Gas the dates of each of the following within 30 days of their occurrence: completion of construction of the well pad, commencement of drilling, cessation of drilling, completion of any other permitted well work, and completion of the well. Such notice shall be provided by sending an email to DEPOOGNotify@wv.gov.

07/04/2025

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
WELL WORK PERMIT APPLICATION

- 1) Well Operator: Expand Operating LLC 494533012 069-Ohio 6-Triadelphia 648-Valley Grove
Operator ID County District Quadrangle
- 2) Operator's Well Number: Charles Frye OHI 210H Well Pad Name: Charles Frye OHI
- 3) Farm Name/Surface Owner: Dorothy Frye Public Road Access: McCutcheon Road
- 4) Elevation, current ground: 1267' Elevation, proposed post-construction: 1267'
- 5) Well Type (a) Gas ☒ Oil ☐ Underground Storage ☐
Other ☐
(b) If Gas Shallow ☒ Deep ☐
Horizontal ☒
- 6) Existing Pad: Yes or No Yes
- 7) Proposed Target Formation(s), Depth(s), Anticipated Thickness and Expected Pressure(s):
Target Formation- Marcellus, Up-Dip well to the North, Target Top TVD- 6701', Target Base TVD- 6754', Anticipated Thickness- 53', Associated Pressure- 4391
- 8) Proposed Total Vertical Depth: 6736'
- 9) Formation at Total Vertical Depth: Marcellus
- 10) Proposed Total Measured Depth: 23285'
- 11) Proposed Horizontal Leg Length: 13431'
- 12) Approximate Fresh Water Strata Depths: 548'
- 13) Method to Determine Fresh Water Depths: Deepest Nearby Water Well
- 14) Approximate Saltwater Depths: 777'- Salinity Profile
- 15) Approximate Coal Seam Depths: 633'
- 16) Approximate Depth to Possible Void (coal mine, karst, other): None that we are aware of.
- 17) Does Proposed well location contain coal seams directly overlying or adjacent to an active mine? Yes ☐ No ☒
- (a) If Yes, provide Mine Info: Name: _____
Depth: _____
Seam: _____
Owner: _____

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JUN 09 2025

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Environmental Protection

WW-6B
(04/15)

4706900379
API NO. 47- 069 -
OPERATOR WELL NO. Charles Frye OH1 210H
Well Pad Name: Charles Frye OH1

18)

CASING AND TUBING PROGRAM

TYPE	Size (in)	New or Used	Grade	Weight per ft. (lb/ft)	FOOTAGE: For Drilling (ft)	INTERVALS: Left in Well (ft)	CEMENT: Fill-up (Cu. Ft.)/CTS
Conductor	20"	New	J-55	94#	136'	136'	CTS
Fresh Water	13 3/8"	New	J-55	54.4#	673'	673'	773 sx/CTS
Coal	See	Surface	Casing				
Intermediate	9 5/8"	New	J-55	36#	2031'	2031'	792 sx/CTS
Production	5 1/2"	New	P-110 HP	20#	23285'	23285'	Tail 4312sx/ 100' Inside Intermediate
Tubing							
Liners							

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TYPE	Size (in)	Wellbore Diameter (in)	Wall Thickness (in)	Burst Pressure (psi)	Anticipated Max. Internal Pressure (psi)	Cement Type	Cement Yield (cu. ft./k)
Conductor	20"	30"	0.25	2120	81	Class A	1.20/30% Excess
Fresh Water	13 3/8"	17.5"	0.330	1730	633	Class A	1.20/30% Excess
Coal	See	Surface	Casing				
Intermediate	9 5/8"	12 1/4"	0.352	3520	1768	Class A	1.19/40% Excess
Production	5 1/2"	8 3/4"-8 1/2"	0.361	14360	10500	Class A	1.19/10-15% Excess
Tubing							
Liners							

PACKERS

Kind:				
Sizes:				
Depths Set:				

Strader
STRADER GOWER
4/17/2025

19) Describe proposed well work, including the drilling and plugging back of any pilot hole:

Drill and stimulate any potential zones between and including the Benson to Marcellus. **If we should encounter a void place basket above and below void area- balance cement to bottom of void and grout from basket to surface or run external casing packer/cementing stage tool above void interval and perform 2 stage cementing operation dependent upon depth of void. Run casing not less than 20' below void nor more than 75' below void. (*If freshwater is encountered deeper than anticipated it must be protected, set casing 50' below and cts.)

20) Describe fracturing/stimulating methods in detail, including anticipated max pressure and max rate:

Well will be perforated within the target formation and stimulated with a slurry of water, sand, and chemical additives at a high rate. This will be performed in stages with the plug and perf method along the wellbore until the entire lateral has been stimulated within the target formation. All stage plugs are then drilled out and the well is flowed back to surface. In some instances, additional toe prep may be performed by pumping additional water in the toe of the well prior to perforating and pumping Stage 1 to ensure that the toe guns/toe sleeves are fully open prior to pumping stage 1. The well is produced through surface facilities consisting of high pressure production units, horizontal separation units, water and oil storage tanks. Max press and anticipated max rate- 12,500 psi @ 100 barrels a minute.

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21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres): 13.6

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22) Area to be disturbed for well pad only, less access road (acres): 12

23) Describe centralizer placement for each casing string:

All casing strings will be ran with a centralizer at a minimum of 1 per every 3 joints of casing.

24) Describe all cement additives associated with each cement type:

See Attachment ***

25) Proposed borehole conditioning procedures:

All boreholes will be conditioned with circulation and rotation for a minimum of one bottoms up and continuing until operator is satisfied with borehole conditions.

*Note: Attach additional sheets as needed.

CEMENT ADDITIVES						
INTERVAL	SCHLUMBERGER PRODUCT NAME	BJ PRODUCT NAME	NEXTIER PRODUCT NAME	PRODUCT USE	CHEMICAL NAME	CAS-Number
SURFACE (FRESHWATER) up to 3%	XXXXXX	INTEGRA SEAL	CJ600	LOST CIRC MATERIAL	CELLOPHANE FLAKES	9005-81-6
	S001	A-7P	0110	ACCELERATOR	CALCIUM CHLORIDE	10043-52-4
COAL PROTECTION up to 3%	XXXXXX	INTEGRA SEAL	0600	LOST CIRC MATERIAL	CELLOPHANE FLAKES	9005-81-6
	S001	A-7P	CJ110	ACCELERATOR	CALCIUM CHLORIDE	10043-52-4
INTERMEDIATE	D020	BENTONITE	CJ020	EXTENDER	BENTONITE	1302-78-9
	0047	FP 28L	XXXXXX	LIQUID ANTIFOAM AGENT	POLYPROPYLENE GLYCOL	25322-69-4
	XXXXXX	INTEGRA SEAL	CJ600	LOST CIRC MATERIAL	CELLOPHANE FLAKES	9005-81-6
	CemNet	XXXXXX	XXXXXX	LOST CIRC MATERIAL	COATED FIBERGLASS FIBERS	PROPRIETARY
	SUGAR	SUGAR	CJ795	CMT RETARDER	SUCROSE	57-50-1
	S001	A-7P	CJ110	ACCELERATOR	CALCIUM CHLORIDE	10043-52-4
PRODUCTION	XXXXXX	XXXXXX	CJIII	ACCELERATOR	SODIUM CHLORIDE	7440-23-5
	XXXXXX	55-IIW	0880	SURFACTANT	NONIONIC SURFACTANT	6540-99-4
	DO47	FP 28L	XXXXXX	LIQUID ANTIFOAM AGENT	POLYPROPYLENE GLYCOL	25322-69-4
	XXXXXX	XXXXXX	OX157011	SOLID ANTIFOAM AGENT	FULLERS EARTH(ATTAPULGITE)	8031-18-3
	XXXXXX	XXXXXX	CJ540	HP FLUID LOSS ADDITIVE	ALIPHATICAMIDE POLYMER	PROPRIETARY
	0255	XXXXXX	XXXXXX	MED TEMP FLUID LOSS ADDITIVE	POLYACRILIC POLYMER	PROPRIETARY
	XXXXXX	XXXXXX	CJ213	RETARDER	CHRYSTALLINE SILICA	14808-60-7
	XXXXXX	FL-66	0501	LOW TEMP FLUID LOSS ADD	POWDERED POLYSACCHARIDE	PROPRIETARY
	XXXXXX	BENTONITE	CJ020	EXTENDER	BENTONITE	1302-78-9
	D208	ASA-301	XXXXXX	VISCOSI FIER/ANTI- SETTLING AGENT	REFINED POLYMER/ CHRYSTALLINE SILICA	PROPRIETARY
	D198	R-3	XXXXXX	CEMENT RETARDER	LIGNIN	8068-51-6
	SUGAR	SUGAR	CJ795	CEMENT RETARDER	SUCROSE	57-50-1
	D065	XXXXXX	XXXXXX	DISPERSANT	SODIUM POLYNAPHTHALENE SULFONATE	8068-51-6
	D800	XXXXXX	XXXXXX	CEMENT RETARDER (Mid-Temperature)	SODIUM LIGNOSULFONATE	8061-51-6

4706900379

Expand Energy			Proposed Drilling Program	
Well:	CHARLES FRYE OHI 210H		Drilling Rig:	EDC 41
Field:	PANHANDLE FIELD WET		Formation:	Marcellus Shale
County:	OHIO		State:	WV
SHL (NAD83):	40.053095 Latitude	-80.576986 Longitude		
BHL (NAD83):	40.015482 Latitude	-80.545885 Longitude		
KB Elev:	1,293 ft MSL	KB Height: 26 ft AGL		
			GL Elev:	1,267 ft MSL

COAL VOID EXPECTED

PROD TOC @ 2,031' MD

TUBULAR DETAIL					
Casing String	Casing Size (in)	Weight (Min)	Grade (Min)	Planned Interval	
				From	To
Conductor	20	94.0 #	J-55	0'	136'
Surface/Coal	13.375	54.4 #	J-55	0'	673'
Intermediate	9.625	36.0 #	J-55	0'	2,031'
Production	5.5	20.0 #	P-110 HP	0'	23,285'

CEMENT DETAIL

	Sacks	Class	Density (ppg)
Conductor	173	A	19.3
Surface	773	A	15.6
Intermediate	792	A	15.6
Production	4312	A	14.5-15.0

136' to 693'
↓
Air/Mist

693' to 2,051'
↓
Air/Mist

2,051' to 6,216'
↓
Air/Mist

6,216' to 7,251'
12.0-12.5 ppg

7,251' to 23,285'
12.5-13.5 ppg

KOP at 6,216' MD

Freshwater Depth - 548' TVD
Coal Void Depth - 633' TVD
Saltwater Depth - 777' TVD
TVD - 6,736'
TMD - 23,285'

6,526' TVD Target Center

TD at 23,285' MD
6,736' TVD

Onondaga 6,754' TVD

LP at 7,251' MD
SHL Onondaga 6,544' TVD

Created by: Sebastian Ziaja on 04/15/2025

Shl Onondaga
 STRADER GOWEN
 4/17/2025

07/04/2025

WW-9
(4/16)

4706900379

API Number 47 - 069

Operator's Well No. Charles Frye OHI 210H

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

FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

Operator Name Expand Operating LLC OP Code 494533012

Watershed (HUC 10) Marlow Run of Middle Wheeling Creek Quadrangle Valley Grove

Do you anticipate using more than 5,000 bbls of water to complete the proposed well work? Yes ☒ No ☐

Will a pit be used? Yes ☐ No ☒

If so, please describe anticipated pit waste: _____

Will a synthetic liner be used in the pit? Yes ☐ No ☒ If so, what ml.? _____

Proposed Disposal Method For Treated Pit Wastes:

- ☐ Land Application
- ☒ Underground Injection (UIC Permit Number Various Approved Facilities)
- ☒ Reuse (at API Number At the next anticipated well)
- ☐ Off Site Disposal (Supply form WW-9 for disposal location)
- ☒ Other (Explain recovery and solidification on site)

Will closed loop system be used? If so, describe: Yes- See Attachment 3A

Drilling medium anticipated for this well (vertical and horizontal)? Air, freshwater, oil based, etc. Air drill to KOP, then drill with SOBM from KOP to TD

-If oil based, what type? Synthetic, petroleum, etc. Synthetic Oil Base

Additives to be used in drilling medium? Attachment 3B

Drill cuttings disposal method? Leave in pit, landfill, removed offsite, etc. landfill

-If left in pit and plan to solidify what medium will be used? (cement, lime, sawdust) _____

-Landfill or offsite name/permit number? Meadowfill SWF- 1032, Short Creek SWF-1034, Carbon Limestone MSWL018781, Wetzel County 1021

Apex Sanitary Landfill 06-08438, Brooke Co SWF-1013, FMS 353100

Permittee shall provide written notice to the Office of Oil and Gas of any load of drill cuttings or associated waste rejected at any West Virginia solid waste facility. The notice shall be provided within 24 hours of rejection and the permittee shall also disclose where it was properly disposed.

I certify that I understand and agree to the terms and conditions of the GENERAL WATER POLLUTION PERMIT issued on August 1, 2005, by the Office of Oil and Gas of the West Virginia Department of Environmental Protection. I understand that the provisions of the permit are enforceable by law. Violations of any term or condition of the general permit and/or other applicable law or regulation can lead to enforcement action.

I certify under penalty of law that I have personally examined and am familiar with the information submitted on this application form and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.

Company Official Signature Brittany Woody

Company Official (Typed Name) Brittany Woody

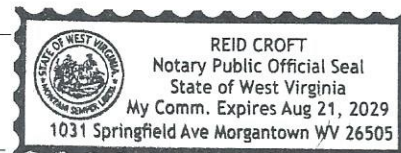
Company Official Title Staff Regulatory Specialist

Subscribed and sworn before me this 7th day of April, 2025

Reid Croft

Notary Public

My commission expires August 21, 2029



07/04/2025

Drilling Mediums

Surface/Coal (if present)/Freshwater Intervals

Air

Freshwater (if needed based on conditions)

Intermediate/Coal (if present)

Air

Freshwater (if needed based on conditions)

Brine (if needed, base fluid for mud systems)

Production Hole:

Air

Synthetic Oil (Base Fluid for mud system)

Barite

Calcium Chloride

Lime

Organophilic Bentonite

Primary and Secondary Emulsifiers

Gilsonite

Calcium Carbonate

Friction Reducers

Expand Operating LLCProposed Revegetation Treatment: Acres Disturbed 13.6 Prevegetation pH _____Lime as determined by pH test min.2 Tons/acre or to correct to pH 12Fertilizer type 10-20-20Fertilizer amount 600/500 lbs/acreMulch Hay/Straw Tons/acreSeed MixturesTemporary

Seed Type _____ lbs/acre

Attachment 3C

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MAY 29 2025
Permanent
WV Department of
Environmental Protection

Seed Type _____

Attach:

Maps(s) of road, location, pit and proposed area for land application (unless engineered plans including this info have been provided). If water from the pit will be land applied, include dimensions (L x W x D) of the pit, and dimensions (L x W), and area in acreage, of the land application area.

Photocopied section of involved 7.5' topographic sheet.

Plan Approved by: STRADER GOWEN

Comments: _____

Title: Oil & Gas InspectorDate: 4/17/2025

Field Reviewed?

☒ Yes☐ No

07/04/2025

MARCELLUS WELL DRILLING PROCEDURES AND WELL SITE SAFETY PLAN

4706900379



Expand Energy
1300 Fort Pierpont Drive, Suite 201
Morgantown, West Virginia 26508

API NO. 47-XXX-XXXXX
WELL NAME: Charles Frye OHI 210H
Valley Grove QUAD
Triadelphia DISTRICT
OHIO COUNTY, WEST VIRGINIA

Submitted by:

Name: Brittany Woody

Brittany Woody

Date: 4/7/2025

Title: Staff Regulatory Specialist

Expand Energy

Approved by:

Name: STRADER Gower

Date: 4/17/2025

Title: Oil & Gas Inspector

Approved by:

Name: _____

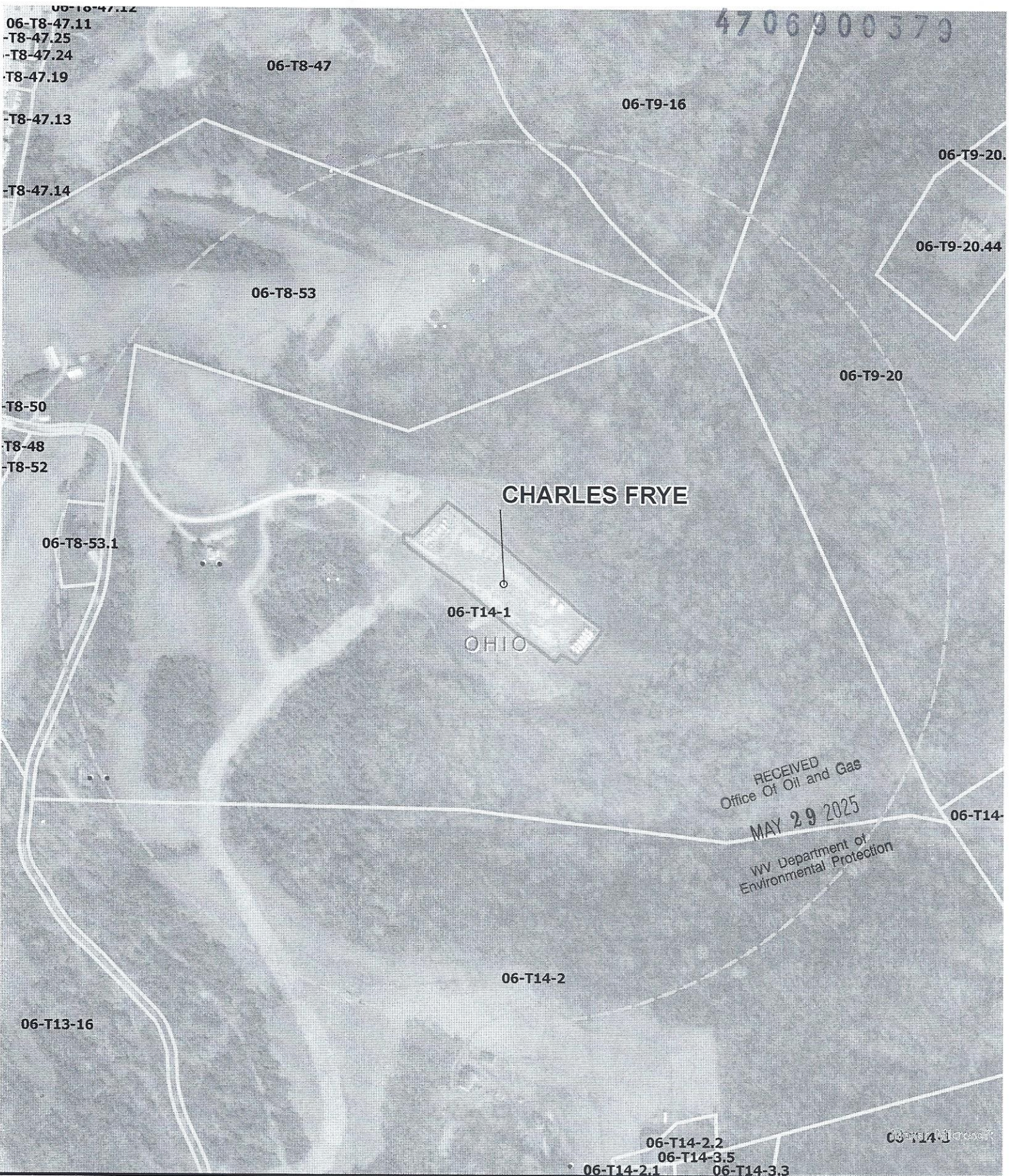
Date: _____

Title: _____

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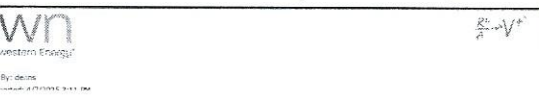
Expand Energy – CONFIDENTIAL

07/04/2025



The intent of this map is for general reference only. Information on this map was created using the best available data at the time but is not guaranteed accurate.

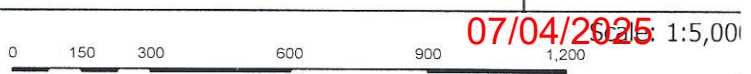
Water Purveyor Map



- 1500 ft. Buffer
- Water Sources
 - Type
 - Spring
 - Water Well

WELL PAD:
CHARLES FRYE OHI

COUNTY:
OHIO



Latitude: 40°05'00"(SHL)

SURFACE HOLE 9883'

JACKSON SURVEYING

INC.

P.O. Box 1460
677 W. Main St.
Clarksburg, WV 26302
304-623-5851

Latitude: 40°02'30" N

BOTTOM HOLE 1181'

SURFACE HOLE LOCATION (SHL):

UTM (NAD83, ZONE 17, METERS):
NORTHING: 4,433,736.003
EASTING: 536,080.453

LANDING POINT (LPL):

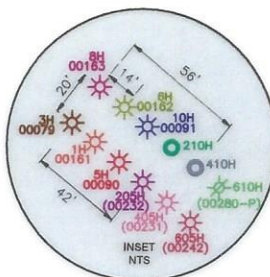
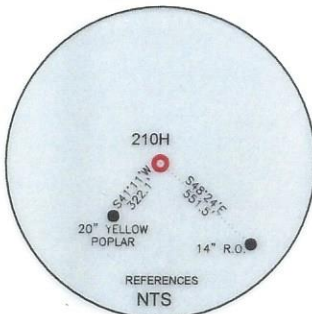
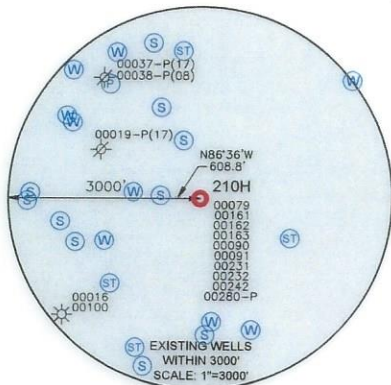
UTM (NAD83, ZONE 17, METERS):
NORTHING: 4,433,959.413
EASTING: 536,635.212

BOTTOM HOLE LOCATION (BHL):

UTM (NAD83, ZONE 17, METERS):
NORTHING: 4,429,574.271
EASTING: 538,754.463

GRID NORTH
UTM, NAD83 DATUM, ZONE 17, US FT

LINE	BEARING	DISTANCE	DESCRIPTION	MONUMENT
L1	N 57°26'11" W	1522.46'	SHL TO LANDMARK	CNR FENCE POST
L2	S 05°42'26" E	880.09'	SHL TO LANDMARK	LARGE STONE
LINE	BEARING	DISTANCE	CURVE LENGTH	DESCRIPTION
L3	N 68°03'53" E	1962.12'	2,459.25'	SHL TO LPL



BHL

BOTTOM HOLE 9539'

SURFACE HOLE 11015'

Longitude: 80°30'00"

Longitude: 80°32'30"

WELL RESTRICTIONS

1. NO OCCUPIED DWELLINGS > 2500 SQ. FT. WITHIN 625 FEET OF CENTER OF PAD.
2. NO AGRICULTURE BUILDINGS > 2500 SQ. FT. WITHIN 625 FEET OF CENTER OF PAD.
3. WATER WELLS OR DEVELOPED SPRINGS ARE WITHIN 250 FEET OF PROPOSED WELL.
4. PERENNIAL STREAMS, LAKES, PONDS, OR RESERVOIRS WITHIN 100 FEET OF THE LIMITS OF DISTURBANCE.
5. NO NATURALLY PRODUCING TROUT STREAM WITHIN 300 FEET OF LIMITS OF DISTURBANCE.
6. NO GROUND INTAKE OR PUBLIC WATER SUPPLY WITHIN 1000 FEET OF WELL PAD, LIMITS OF DISTURBANCE, E & S CONTROLS OR PUBLIC WATER SUPPLY.

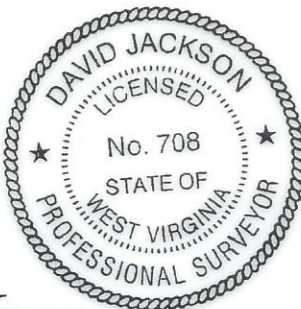
NOTES ON SURVEY

1. SURFACE AND ROYALTY OWNER INFORMATION AND THEIR BOUNDARIES SHOWN HEREON WERE PLOTTED FROM DEEDS AND/OR TAX PARCEL MAPS PROVIDED BY CLIENT AND/OR FIELD LOCATIONS.
2. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCELS SHOWN HEREON.
4. ALL INSETS ARE GRID NORTH UNLESS OTHERWISE DEPICTED.

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 REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION.

P.S. 708

David L Jackson



2000 0 2000

GRAPHIC SCALE IN FEET

COMPANY:

expand



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

WVDEP
OFFICE OF OIL & GAS
601 57TH STREET
CHARLESTON, WV 25034

MINIMUM DEGREE OF ACCURACY: 1/200
PROVEN SURVEY SOURCE OF GRADE GPS ELEVATION: (NAVD 88, US FT)

CHARLES FRYE OH
OPERATOR'S WELL #: 210H
API WELL #: 47 069 00379
STATE COUNTY PERMIT

WELL TYPE: OIL ☐ WASTE DISPOSAL ☐ PRODUCTION ☒ DEEP ☐ GAS ☒ LIQUID INJECTION ☐ STORAGE ☐ SHALLOW ☒
WATERSHED: MARLOW RUN OF MIDDLE WHEELING CREEK ELEVATION: 1267.1'
DISTRICT: TRIADDELPHIA COUNTY: OHIO QUADRANGLE: VALLEY GROVE, WV
SURFACE OWNER: DOROTHY FRYE ACREAGE: ±105.00
OIL & GAS ROYALTY OWNER: DOROTHY V. FRYE, WIDOW ACREAGE: ±105.00
DRILL ☒ DRILL DEEPER ☐ REDRILL ☐ FRACTURE OR STIMULATE ☒ PLUG OFF OLD FORMATION ☐ PERFORATE NEW FORMATION ☒
CONVERT ☐ PLUG & ABANDON ☐ CLEAN OUT & REPLUG ☐ OTHER CHANGE ☐ (SPECIFY) 07/04/2025
TARGET FORMATION: MARCELLUS ESTIMATED DEPTH: 6,736 TVD 23,285 TMD

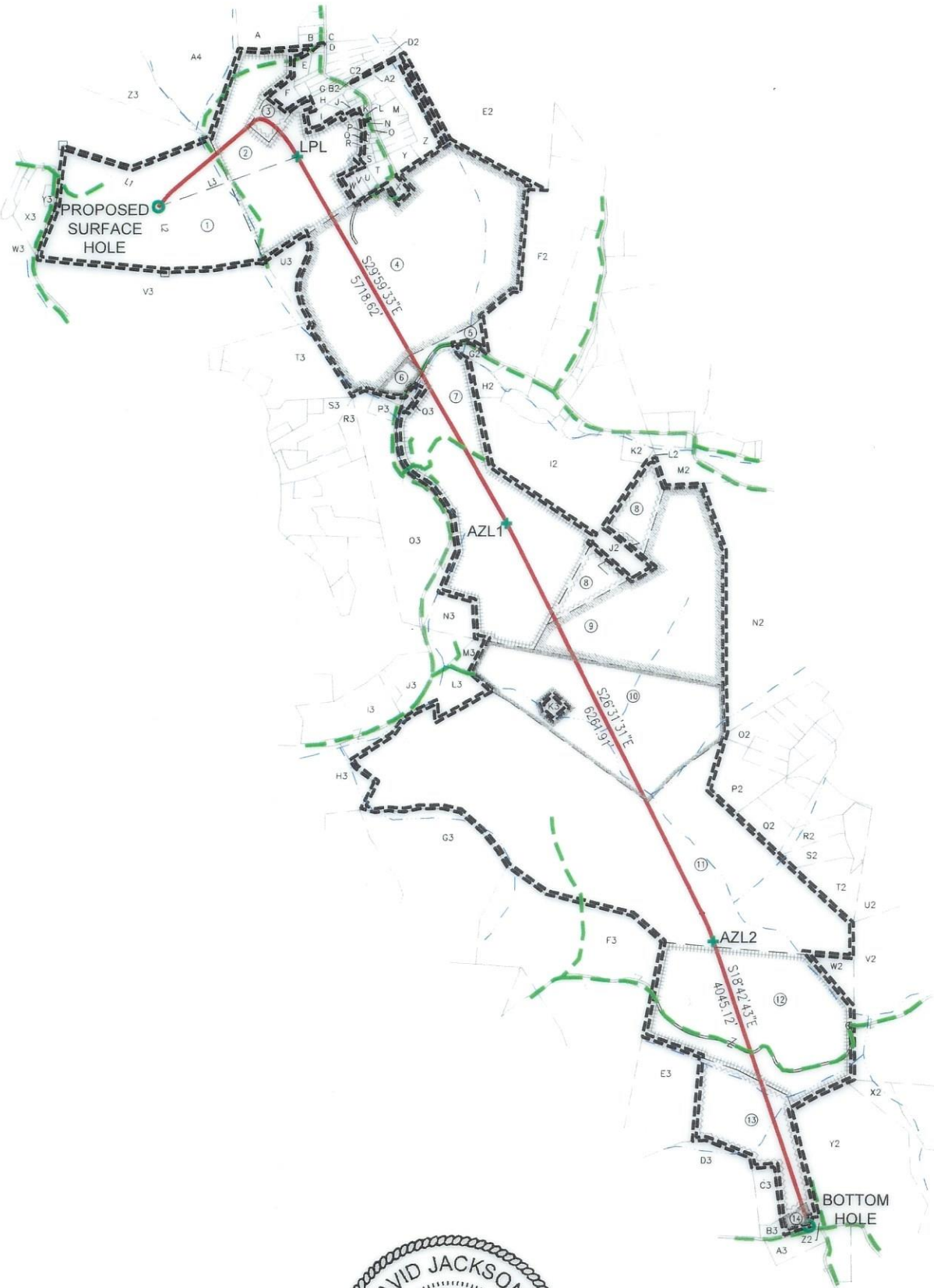
WELL OPERATOR: EXPAND OPERATING LLC DESIGNATED AGENT: BRITTANY WOODY
ADDRESS: 1300 FORT PIERPONT ROAD, SUITE 200 ADDRESS: 1300 FORT PIERPONT ROAD, SUITE 200
CITY: MORGANTOWN STATE: WV ZIP CODE: 26508 CITY: MORGANTOWN STATE: WV ZIP CODE: 26508

LEGEND: ☒ PROPOSED SURFACE HOLE / BOTTOM HOLE ☒ SURVEYED BOUNDARY
☒ EXISTING / PRODUCING WELLHEAD ☒ DRILLING UNIT
LPL ☒ LANDING POINT LOCATION ☒ LEASE BOUNDARY
☒ EXISTING WATER WELL ☒ PROPOSED PATH
☒ EXISTING SPRING

REVISIONS: DATE: 04-24-2025
DRAWN BY: N. MANO
SCALE: 1" = 2000'
DRAWING NO:
WELL LOCATION PLAT

JACKSON SURVEYING
INC.

P.O. Box 1460
677 W. Main St.
Clarksburg, WV 26302
304-623-5851



JACKSON SURVEYING
INC.

P.O. Box 1460
677 W. Main St.
Clarksburg, WV 26302
304-623-5851

WELL BORE TRACTS		
TRACT	SURFACE OWNER (S) / ROYALTY OWNER (R)	TAX PARCEL
1	FRYE DOROTHY; FRYE DAVID W (RT TO OCC) (S/R)	6-T14-1
TRACT	SURFACE OWNER (S)	TAX PARCEL
2	DUNN NANCY (LE); POSEY, DUNN, HAND & KERCHER (S)	6-T9-20
3	PORTER SARAH ANN (S)	6-T9-20.44
4	MCKENZIE FAMILY TRUST; J D & F M MCKENZIE TRUSTEES (S)	6-T14-12
5	NASH ELIZABETH R; HEITZ ROBERT T (S)	6-T14-13
6	NASH ELIZABETH ROSE; C/O HEITZ ELIZABETH (S)	6-T14-13.1
7	BLACK DIAMOND GIRL SCOUT; COUNCIL INC (S)	6-T14-14
8	RYBECK THEODORE B; BRODSKY ELLEN G (S)	6-T14-22
9	RYBECK BLANCHE F (S)	6-T14-22.3
10	FOSTER MARK A & AMY M (S)	6-T14-21.1
11	WEEKS JOHN E & MARIMAR (S)	6-T19-6
12	YODER, MARVIN A. & ANDREW A. YODER (S)	6-T19-11
13	ZARNOCH STANLEY W JR ET UX (S)	12-4-7.6
14	ZARNOCH STANLEY W & SUSAN E (S)	12-4-7.5

ADJOINING OWNERS TABLE		
TRACT	SURFACE OWNER	TAX PARCEL
A	SAMPSON DOROTHY MAE - TOD	6-T9-17
B	DOLENCE BRIAN D & DONNA J	6-T9-17.1
C	AMC CORP	6-T9-28
D	DEGENNARO EVELYN BETH S	6-T9-20.3
E	THAXTON DEXTER J & HAND MEGAN R	6-T9-20.18
F	MARQUART PHILLIP & KERSTEN	6-T9-20.45
G	PORTER SARAH ANN	6-T9-20.41
H	DUNN NANCY (LE); POSEY, DUNN, HAND & KERCHER	6-T9-20.2
I	DUNN CHRISTOPHER R & TANAKA H	6-T9-20.46
J	DUNN NANCY (LE); POSEY, DUNN, HAND & KERCHER	6-T9-20.50
K	ABERCROMBIE JAMES L & DIANA L	6-T9-20.30
L	ABERCROMBIE JAMES L & DIANA L	6-T9-20.29
M	KLEIN MICHAEL R	6-T9-20.9
N	GEAR KELLY JO	6-T9-20.23
O	WHEELER MICHAEL J	6-T9-20.31
P	WHEELER MICHAEL J	6-T9-20.26
Q	WHEELER MICHAEL J	6-T9-20.37
R	KING FRANKLIN & CHRISTA	6-T9-20.47
S	KING FRANKLIN & CHRISTA	6-T9-20.32
T	SUBASIC KRYSTIN L	6-T9-20.1
U	CONRAD VANESSA MARIE & COLEY	6-T9-20.20
V	NASH MICHAEL W & C J	6-T9-20.19
W	OLIVER LISA A	6-T9-20.21
X	MCKENZIE THOMAS; MCKENZIE STEPHANIE	6-T14-12.1
Y	FLICK HUMPHREY D III & APRIL LUV FLICK	6-T9-20.10
Z	HAND BRADLEY W & R L	6-T9-20.38
A2	BRENDA K CUNNINGHAM	6-T9-20.35
B2	WILLIAMS DAVID A AND JANIE G	6-T9-20.13
C2	WILLIAMS DAVID A AND JANIE G	6-T9-20.11
D2	WILLIAMS DAVID A AND JANIE G	6-T9-20.14
E2	AMC CORP	6-T9-29
F2	AMC CORP	6-T14-24.1
G2	STILL CLEATUS	6-T14-24.5
H2	EBBERT MICHAEL P	6-T14-23.7
I2	ORUM JOHN W JR	6-T14-23.10
J2	RYBECK THEODORE B; BRODSKY ELLEN G	6-T14-22.1
K2	ANDERSON PAUL & VERNA	6-T14-23.6
L2	SUPLER GREGORY E SR & PEGGY S	6-T14-22.2
M2	SUPLER PEGGY S & GREGORY E	6-T14-26.7
N2	HICKMAN LG; HICKMAN JM; HICKMAN CL; HICKMAN CS	6-T14-38
O2	HEANE CODY E	6-T14-52.5
P2	MOCZEK CLARA L	6-T14-52
Q2	ANTHONY MITCHELL J	6-T19-13.1
R2	LICHWA MARK F & KATHLEEN A	6-T19-19
S2	LICHWA MARK F	6-T19-22
T2	LICHWA KATHLEEN A	6-T19-24
U2	LICHWA MARK & KATHY	6-T19-8.1
V2	STEIN CASEY	6-T19-9

ADJOINING OWNERS TABLE		
TRACT	SURFACE OWNER	TAX PARCEL
W2	MOORE LYNN E & KELLEY S	6-T19-10
X2	MYERS ERIN	12-5-9
Y2	HILLBERRY GARRY L & DENISE L	12-5-1
Z2	BOGGS WENDY LIN & JEFFERY S	12-4-7.1
A3	AUBER CHARLES R & JUDITH ANN; IRREVOCABLE TRUST	12-4-7.2
B3	ZARNOCH STANLEY W JR ET UX	12-4-7.3
C3	ZARNOCH STANLEY W JR ET UX	12-4-7.4
D3	AUBER CHARLES R & JUDITH ANN; IRREVOCABLE TRUST	12-4-8
E3	AUBER CHARLES R & JUDITH ANN; IRREVOCABLE TRUST	12-4-7.7
F3	WEEKS KARLA J	6-T19-12
G3	HOLMES MITCHELL R & P A	6-T19-5
H3	WHEELING CREEK WATERSHED PROT & FLOOD PROTECTION COMM	6-T14-6
I3	SOEHNLEIN COLLEEN MARIE & KENNETH W SOEHNLEIN JR	6-T14-8
J3	WEITZEL JOHN E & TRINA M - TOD	6-T14-9
K3	WEITZEL JOHN E & TRINA M - TOD	6-T14-17
L3	CLOVIS DANA EUGENE	6-T14-20
M3	CLOVIS DANA E & R J	6-T14-19
N3	ALDERMAN CHAS S & D J	6-T14-16
O3	STEPHEN BETH ANN ET AL; C/O MARTIN BETH ANN	6-T14-15
P3	SINGER DAVID L & R A	6-T14-15.2
Q3	PERKO KARYL & CHRISTOPHER-TOD	6-T14-14.1
R3	LUZADER RICHARD J	6-T14-11.1
S3	SHAFFER KARI A & SHANE R	6-T14-11.10
T3	MOFFITT DAVID R & LINDA J	6-T14-3
U3	CROFT MATTHEW J AND SADIE L	6-T14-61
V3	MEYER ZACHARY ALLAN	6-T14-2
W3	CRAIG DEBORAH ANN; CRAIG SETH COLLIN	6-T13-16
X3	CRAIG KENNETH W & L	6-T8-53
Y3	BISE HEATHER L	6-T8-53.1
Z3	AB HOLDING DE LLC	6-T8-47
A4	DALLAS PIKE CAMPGROUND LLC	6-T9-16

07/04/2025

REVISIONS:	COMPANY:			
	OPERATOR'S			DATE: 04-24-2025
	WELL #:			DRAWN BY: N. MANO
	DISTRICT:			SCALE: N/A
	COUNTY:			DRAWING NO:
	STATE:			WELL LOCATION PLAT 3

WW-6A1
(5/13)

Operator's Well No. Charles Frye OHI 210H

**INFORMATION SUPPLIED UNDER WEST VIRGINIA CODE
Chapter 22, Article 6A, Section 5(a)(5)
IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)**

Under the oath required to make the verification on page 1 of this Notice and Application, I depose and say that I am the person who signed the Notice and Application for the Applicant, and that –

- (1) the tract of land is the same tract described in this Application, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;
- (2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to extract, produce or market the oil or gas are as follows:

Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
See Exhibit "A"				

*Co-tenancy utilization - At least 75% of the royalty owners have consented to the lawful use or development of the oil or natural gas mineral property on the tract. The interests of the remaining co-tenants will be secured pursuant to the Co-tenancy Modernization and Majority Protection Act.

*Horizontal well unit utilization - Subject to unitization filing with the West Virginia Oil and Gas Conservation Commission.

*Potentially Impacted Parcels - Parcels that may be impacted during drilling.

**Acknowledgement of Possible Permitting/Approval
In Addition to the Office of Oil and Gas**

The permit applicant for the proposed well work addressed in this application hereby acknowledges the possibility of the need for permits and/or approvals from local, state, or federal entities in addition to the DEP, Office of Oil and Gas, including but not limited to the following:

- WV Division of Water and Waste Management
- WV Division of Natural Resources WV Division of Highways
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- County Floodplain Coordinator

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MAY 29 2025

WV Department of
Environmental Protection

The applicant further acknowledges that any Office of Oil and Gas permit in no way overrides, replaces, or nullifies the need for other permits/approvals that may be necessary and further affirms that all needed permits/approvals should be acquired from the appropriate authority before the affected activity is initiated.

Well Operator: Expand Operating, LLC

By: Kelley Ryan

Its: Landman

Kelley Ryan

4706900379

EXHIBIT "A" Charles Frye OII 210H Ohio County, West Virginia Attached to and made a part of the State of West Virginia Oil and Gas Permit Form, WW-6A1, by Expand Operating, LLC, Operator						
#	TMP	LESSOR	LESSEE	ROYALTY	BU/PG	% INTEREST NOT LEASED BY SWN PRODUCTION COMPANY, LLC
1)	6-T14-1	Dorothy V Frye, a Widow	Great Lakes Energy Partners, L.L.C. SWN Production Company, LLC Expand Operating, LLC	at least 1/8th per WV Code §22-6-8	713/535 881/71 883/294 *See Letter	0.00%
2)	6-T19-28	George L. Dunn and Nancy M. Dunn, husband and wife	Chesapeake Appalachia, L.L.C. SWN Production Company, LLC Expand Operating, LLC	at least 1/8th per WV Code §22-6-8	795/556 885/524 888/656 *See Letter	0.00%
3)	6-T19-20-44	Charles Porter and Sarah Ann Porter, his wife	Chesapeake Appalachia, L.L.C. SWN Production Company, LLC Expand Operating, LLC	at least 1/8th per WV Code §22-6-8	809/294 883/291 888/696 *See Letter	0.00%
4)	6-T14-12	Jeffrey D. McKenzie and Francine M. McKenzie, his wife	NPAR, LLC SWN Production Company, LLC Expand Operating, LLC	at least 1/8th per WV Code §22-6-8	807/570 885/508 888/141 *See Letter	0.00%
5)	6-T14-13	Robert T. Heitz and Elizabeth R. Heitz, fka Elizabeth R. Nash, individually and as husband and wife	NPAR, LLC SWN Production Company, LLC Expand Operating, LLC	at least 1/8th per WV Code §22-6-8	820/420 883/307 888/141 *See Letter	0.00%
6)	6-T14-13.1	Elizabeth R. Heitz, fka Elizabeth R. Nash, a married woman, not joined herein by my husband as subject property represents no part of my residential or business homestead	NPAR, LLC SWN Production Company, LLC Expand Operating, LLC	at least 1/8th per WV Code §22-6-8	820/418 885/308 888/141 *See Letter	0.00%
7)	6-T14-14	Girl Scouts of Black Diamond Council Inc. by and through Susan Thompson CEO and Beth Walker Board President	Chesapeake Appalachia, L.L.C. SWN Production Company, LLC Expand Operating, LLC	at least 1/8th per WV Code §22-6-8	840/133 885/380 888/384 *See Letter	0.00%
8)	6-T14-22	Unleased Owner(s) subject to unitization filing	N/A	N/A	N/A	100.00%
9)	6-T14-22.3	Unleased Owner(s) subject to unitization filing	N/A	N/A	N/A	100.00%
10)	6-T14-21.1	Mark A. Foster and Amy M. Foster, husband and wife	Chesapeake Appalachia, L.L.C. SWN Production Company, LLC Expand Operating, LLC	at least 1/8th per WV Code §22-6-8	815/641 884/241 888/491 *See Letter	0.00%
11)	6-T19-6	John E. Weeks and Marianne Weeks, husband and wife	Fortune Energy, Inc. SWN Production Company, LLC Expand Operating, LLC	at least 1/8th per WV Code §22-6-8	767/158 883/144 888/706 *See Letter	0.00%
12)	6-T19-11	John E. Weeks and Marianne Weeks, husband and wife	Fortune Energy, Inc. SWN Production Company, LLC Expand Operating, LLC	at least 1/8th per WV Code §22-6-8	767/158 883/144 888/706 *See Letter	0.00%
13)	12-4-7.6	City Investments LLC, an Ohio limited liability company David Anthony Forgash and Dawn I. Forgash, husband and wife Donna J. Sampson, a single woman Charles W. Sampson and Cynthia A. Sampson, husband and wife Colleen V. Benson, a married woman Miriam L. Jones and Peter A. Jones, wife and husband	SWN Production Company, L.L.C. Expand Operating, LLC SWN Production Company, L.L.C. Expand Operating, LLC SWN Production Company, L.L.C. Expand Operating, LLC SWN Production Company, L.L.C. Expand Operating, LLC SWN Production Company, L.L.C. Expand Operating, LLC	at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8	1161/501 *See Letter 1162/713 *See Letter 1162/720 *See Letter 1162/727 *See Letter 1162/734 *See Letter 1165/183 *See Letter	0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%
14)	12-4-7.5	City Investments LLC, an Ohio limited liability company David Anthony Forgash and Dawn I. Forgash, husband and wife Donna J. Sampson, a single woman Charles W. Sampson and Cynthia A. Sampson, husband and wife Colleen V. Benson, a married woman Miriam L. Jones and Peter A. Jones, wife and husband	SWN Production Company, L.L.C. Expand Operating, LLC SWN Production Company, L.L.C. Expand Operating, LLC SWN Production Company, L.L.C. Expand Operating, LLC SWN Production Company, L.L.C. Expand Operating, LLC	at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8 at least 1/8th per WV Code §22-6-8	1161/501 *See Letter 1162/713 *See Letter 1162/720 *See Letter 1162/727 *See Letter 1165/183 *See Letter	0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%
END OF EXHIBIT "A"						

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Office of Oil and Gas
JUN 16 2025
WV Department of
Environmental Protection

07/04/2025



4706900379

SWN Production Company, LLC
P O Box 12359
Spring, Texas 77391-2359
www.swn.com

June 13, 2025

Mr. Charles Brewer
Assistant Chief
Office of Oil and Gas
WVDEP
601 57th St SE,
Charleston, WV 25304

Dear Mr. Brewer:

Effective as of October 1, 2024, Expand Operating LLC ("EXEO") and SWN Production Company, LLC ("SWNPC"), both being subsidiaries of Expand Energy Corporation, entered into a Management Services Agreement whereby SWNPC authorized EXEO to perform and act as its agent for the purpose of performing certain management services (the "Agreement"). Such Agreement was provided to your office prior to this letter. By entering into the Agreement, it was the intent of SWNPC (i) to grant EXEO the right to extract, produce and market SWNPC's oil and gas, among other rights, and (ii) that the Agreement satisfy the requirements of West Virginia Code §22-6-8(c).

Best regards,

A handwritten signature in black ink, appearing to read "David Wildes", with a stylized flourish at the end.

David Wildes
Managing Counsel – Southwest Appalachia
SWN Production Company, LLC

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Office of Oil and Gas

JUN 16 2025

WV Department of
Environmental Protection

07/04/2025

MANAGEMENT SERVICES AGREEMENT

This MANAGEMENT SERVICES AGREEMENT (this “**Agreement**”) is entered into on January 1, 2025, but made effective as of October 1, 2024 (the “**Effective Date**”), by and among Expand Operating LLC, an Oklahoma limited liability company (the “**Manager**”), SWN Production Company, LLC, a Texas limited liability company (“**SWN Production**”), SWN Production (Louisiana), LLC, a Texas limited liability company (“**SWN Louisiana**”), SWN Midstream Services Company, LLC, a Texas limited liability company (“**SWN Midstream**”), SWN International, LLC, a Delaware limited liability company (“**SWN International**”), A.W. Realty Company, LLC, a Delaware limited liability company (“**A.W.**”), Expand Water Resources Company LLC, a Texas limited liability company (“**Expand Water**”), SWN E&P Services, LLC, a Texas limited liability company (“**SWN E&P**”), and together with SWN Production, SWN Louisiana, SWN Midstream, SWN International, A.W. and Expand Water, the “**Companies**”), and the undersigned direct and indirect subsidiaries of the Companies (each, individually, a “**Subsidiary**”, and, collectively, the “**Subsidiaries**” and, together with the Companies, the “**Company Group**”). Manager, the Companies and each Subsidiary may be referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

RECITALS

WHEREAS, the Company Group collectively owns and operates certain oil and gas, midstream and other properties and businesses;

WHEREAS, the Company Group desires to have the Manager perform, and the Manager desires to perform for and on behalf of the Company Group, the Management Services as more fully set forth herein and in accordance with the terms and conditions hereof; and

WHEREAS, the Company Group desires to formally engage the Manager as its agent for the purpose of performing the Management Services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions and References. Capitalized terms used throughout this Agreement including the Recitals above and not defined in *Section 1.1* below shall have the respective meanings ascribed to them elsewhere in this Agreement.

1.1. Definitions. The following terms have the respective meanings given in this *Section 1.1* or in the Section referred to below:

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly (through one or more intermediaries or otherwise) Controls, is Controlled by, or is under common Control with the first Person, *provided*, however, the Parties specifically acknowledge and agree that for purposes of this Agreement, (a) the Manager will not be deemed to be an Affiliate of any member of the Company

Group, and (b) no member of the Company Group will be deemed to be an Affiliate of the Manager.

“**Agreement**” means this Agreement, as amended, supplemented or modified from time to time.

“**Assets**” means all of the assets and properties now owned or hereafter acquired by the Company Group during the Term including, but not limited to, all right, title and interest of the Company Group in and to (a) the Leases; (b) the Wells; (c) tangible personal property, equipment, machinery, inventory, supplies, spare parts, fixtures and improvements owned or otherwise held in connection with any of the Leases or the Wells; (d) unitization, pooling or communitization agreements, declarations or designations or administratively created drilling, spacing and production units; (e) oil, gas, condensate, and other hydrocarbons; (f) fee mineral and royalty interests; (g) surface and subsurface easements, leases, rights-of-way, Permits and servitudes; (h) all contracts, agreements and other arrangements attributable or relating to clauses (a) through (g) above; and (i) all files, records and data related to any of the foregoing.

“**A.W.**” has the meaning specified in the preamble.

“**Burdens**” means, with respect to an Asset, all royalty interests, overriding royalty interests, net profits interests, production payments, carried interests and similar burdens on or payable out of production from or allocated to such Asset.

“**Companies**” has the meaning specified in the preamble.

“**Company Group**” has the meaning specified in the preamble.

“**Company Indemnified Parties**” has the meaning specified in *Section 6.2*.

“**Confidential Information**” means, with respect to a Party, any and all proprietary, financial, commercial, technical, operational or other business information, data or material in written, oral (including by recording), electronic, or visual form (a) disclosed by such Party or its Representatives to another Party or its Representatives or (b) which otherwise comes into the possession of another Party or its Representatives; *provided*, however, that the following information shall not be considered Confidential Information for purposes of this Agreement: information, data or material that (x) is generally available to or known by the public (other than as a result of its disclosure directly or indirectly by the receiving Party or its Representatives in violation of this Agreement), (y) was known by or in the possession of the receiving Party or its Representatives on a non-confidential basis before being disclosed by the disclosing Party or its Representatives, or (z) was or becomes available to the receiving Party or its Representatives on a non-confidential basis from a source other than the disclosing Party or its Representatives, to the extent that such source is not known by the receiving Party

or its Representatives to be bound by a confidentiality agreement or subject to a legal or fiduciary obligation with respect to such information, data or material.

“Control” means the possession, directly or indirectly, of the power, directly or indirectly, to direct or cause the direction of the management or policies of the controlled Person, whether through the ownership of equity interests in or voting rights attributable to the equity interests in such Person, by contract or agency, by the general partner of a Person that is a partnership, or otherwise; and **“Controls”** and **“Controlled”** have meanings correlative thereto.

“Effective Date” has the meaning specified in the preamble.

“Expand Water” has the meaning specified in the preamble.

“Force Majeure Event” means any cause or event not reasonably within the control of the Party whose performance is sought to be excused thereby including the following causes and events (solely to the extent such causes and events are not reasonably within the control of the Party claiming suspension): acts of God, strikes, lockouts, or other industrial disputes or disturbances, acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, hurricanes, storms, floods, washouts and warnings for any of the foregoing which may necessitate the precautionary shut-down of Wells, plants, pipelines, gathering systems, or other related facilities; arrests, orders, directives, restraints and requirements of governments and government agencies, either federal or state, civil and military; outages (shutdown) for the making of repairs, alterations, relocations or inspections; inability to secure labor or materials, inclement weather that necessitates extraordinary measures and expense to construct facilities or maintain operations, or any other causes, whether of the kind enumerated herein or otherwise, not reasonably within the control of the Party claiming suspension. Such term shall likewise include, in those instances where either Party is required to obtain servitudes, rights-of-way, grants or Permits to enable such Party to fulfill its obligations hereunder, the inability of such Party to acquire, or delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitudes, rights-of-way, grants or Permits, and in those instances where either Party hereto is required to secure Permits or permissions from any Governmental Authority to enable such Party to fulfill its obligations hereunder, the inability of such Party to acquire, or delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such Permits and permissions.

“GAAP” means generally accepted accounting principles, as recognized by the U.S. Financial Accounting Standards Board (or any generally recognized successor).

“Governmental Authority” means any national, tribal, state, county or municipal government, domestic or foreign, any agency, board, bureau, commission, court,

department or other instrumentality of any such government, or any arbitrator in any case that has jurisdiction over any of the Parties or any of their respective properties or assets.

“Initial Term” has the meaning specified in *Section 5*.

“Law” means any and all applicable laws, statutes, ordinances, Permits, decrees, writs, injunctions, orders, codes, judgments, principles of common law, rules or regulations which are promulgated, issued or enacted by a Governmental Authority having jurisdiction.

“Leases” means the oil, gas, mineral and other leases, together with any and all overriding royalties, production payments, net profits interests, reversionary interests and other interests of any kind or character created thereby or derived therefrom, in which the Company Group now owns or hereafter acquires during the Term any right, title or interest.

“Management Services” has the meaning specified in *Section 2.1*.

“Manager” has the meaning specified in the preamble.

“Manager Indemnified Parties” has the meaning specified in *Section 6.1*.

“Parties” means each of the Manager and each of the Companies and each Subsidiaries.

“Permits” has the meaning specified in *Section 2.1.2*.

“Person” (whether or not capitalized) means any natural person, corporation, company, limited or general partnership, joint stock company, joint venture, association, limited liability company, trust, bank, trust company, land trust, business trust or other entity or organization, whether or not a Governmental Authority.

“Records” has the meaning specified in *Section 2.4*.

“Representatives” has the meaning specified *Section 8.5*.

“Subsidiary” has the meaning specified in the preamble.

“SWN E&P” has the meaning specified in the preamble.

“SWN International” has the meaning specified in the preamble.

“SWN Louisiana” has the meaning specified in the preamble.

“SWN Midstream” has the meaning specified in the preamble.

“***SWN Production***” has the meaning specified in the preamble.

“***Taxes***” means taxes of any kind, levies or other like assessments, customs, duties, imposts, charges or fees, including income, gross receipts, commercial activity, ad valorem, value added, excise, real or personal property, asset, sales, use, royalty, license, payroll, transaction, capital, net worth and franchise taxes, escheat and unclaimed property obligations, withholding, employment, social security, workers compensation, utility, severance, production, unemployment compensation, occupation, premium, windfall profits, transfer and gains taxes or other governmental taxes imposed or payable to the United States federal government or any other Governmental Authority, and in each instance such term shall include any interest, penalties or additions to tax attributable to any such Tax, including penalties for the failure to file any tax return or report or any liability as transferee or successor by contract or otherwise with respect to any of the foregoing.

“***Term***” has the meaning specified in *Section 5*.

“***Wells***” the oil, gas, water, injection, disposal and other wells in which the Company Group now owns or hereafter acquires during the Term any right, title or interest.

- 1.2. References and Titles. All references in this Agreement to Exhibits, Schedules, Sections, paragraphs, subsections and other subdivisions refer to the corresponding Exhibits, Schedules, Sections, paragraphs, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Sections, subsections or other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement, and shall be disregarded in construing the language hereof. The words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof,” and words of similar import, refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words “this Section” and “this subsection,” and words of similar import, refer only to Section or subsection hereof in which such words occur. The word “or” is not exclusive, and the word “including” (in its various forms) means including without limitation. Each accounting term not defined herein, and each accounting term partly defined herein to the extent not defined, will have the meaning given to it under GAAP. Exhibits and Schedules referred to herein are attached to and by this reference incorporated herein for all purposes. Any reference to an agreement or contract herein shall include any amendment, modification or replacement thereof that is in accordance with the provisions of this Agreement.

2. Management Services.

- 2.1. Engagement of Manager; Management Services. The Manager is hereby authorized and engaged, and hereby agrees to provide the following services (the “***Management Services***”) during the Term:

- 2.1.1 Assets and Operations. With respect to the Assets, operations and businesses of the Company Group, the Manager will provide the services described on the *Exhibit A* attached hereto if and to the extent that the Manager deems such services necessary or appropriate to the operation of the Company Group's Assets and businesses.
- 2.1.2 Obtaining and Maintaining Permits. The Manager shall, at the election of any member of the Company Group, apply for, pay for (subject to reimbursement as set forth herein), and use its commercially reasonable efforts to obtain and maintain any approvals, authorizations, licenses and permits necessary or advisable for or in connection with such member's ownership and operation of the Assets and its businesses (collectively, "**Permits**").
- 2.1.3 Use of Offices. The Manager will use its company offices in its performance of the Management Services.
- 2.1.4 Insurance. The Manager will obtain and maintain such policies for the insurance of the Assets and the Company Group's businesses in such amounts, deductibles and coverages, in each case, as the Manager deems necessary or appropriate. The Manager may satisfy the foregoing obligation by causing members of the Company Group to be insured under policies under which Expand Energy Corporation and/or any of its direct or indirect subsidiaries, including the Manager, are also insured.
- 2.1.5 Materials and Equipment. In the course of its provision of the Management Services, the Manager is hereby authorized by each member of the Company Group to provide, purchase, lease, acquire, otherwise provide, sell and dispose of, to and on behalf of the Company Group, any and all (a) third-party services and (b) materials, goods, supplies, fixtures, improvements, equipment, and other property (including, for the avoidance of doubt, any such property of the Manager or its Affiliates) in each case, as the Manager deems necessary or appropriate to further the operations and businesses of the Company Group, including through transactions between (y) two or more members of the Company Group or (z) one or more members of the Company Group and the Manager or its Affiliates.
- 2.1.6 Burdens. Each member of the Company Group hereby authorizes the Manager and its Affiliates to pay or hold in suspense, in each case as the Manager deems necessary or appropriate, any and all Burdens attributable to such member's Assets.
- 2.1.7 Operatorship. At the election of any member of the Company Group, the Manager will use its commercially reasonable efforts to cause record operatorship of any Wells of which such member is the operator of record

with the Louisiana Department of Energy and Natural Resources, the Ohio Department of Natural Resources, the Pennsylvania Department of Environmental Protection, the West Virginia Department of Environmental Protection or any other Governmental Authority to be transferred to the Manager.

- 2.2. Direction of Result of Management Services. The means or method by which the Manager performs the Management Services, shall at all times be subject to the direction of the Manager. The provision of the Management Services hereunder shall at all times otherwise be subject to the direction of the Company Group.
- 2.3. Management Standards; Disclaimer. The Manager shall perform the Management Services at all times during the Term: (a) in accordance with all applicable Laws; and (b) in accordance with the terms and provisions of this Agreement. **EXCEPT AS EXPRESSLY PROVIDED FOR ELSEWHERE IN THIS AGREEMENT, THE MANAGER EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE) CONCERNING THE MANAGEMENT SERVICES, THE PERFORMANCE THEREOF OR THE RESULTS THEREOF. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE MANAGER HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES CONCERNING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ACCURACY OR COMPLETENESS OF ANY RECORDS.**
- 2.4. Records; Instruments of Service. The Manager shall maintain complete books of account, receipts, disbursements, Permits and all other records relating to the Management Services performed hereunder (the “*Records*”). The Companies and/or their designated Representatives may at any time during normal business hours, upon two (2) business days’ advance notice, examine and/or make and retain copies of said Records. Nothing in this Agreement shall require the Manager to maintain or provide Records, financial information, or other information with respect to the Management Services, which is not a type of Record or information kept or reported by the Manager in the ordinary course of its own business irrespective of this Agreement.
- 2.5. *[Intentionally Omitted].*
- 2.6. Manager as Agent.
 - 2.6.1 Appointment. Each member of the Company Group hereby appoints and employs the Manager as its agent and nominee, to serve until the appointment and authority conferred hereby are revoked.

2.6.2 Scope of Authority. Notwithstanding anything in this Agreement to the contrary, and without limiting the generality of *Section 2.1*, each member of the Company Group hereby authorizes and empowers the Manager, as its agent, to take each of the following actions to the extent that the Manager deems the same necessary or appropriate to further the operations and businesses of the Company Group:

- a. collect and receive payment for the account of such member of any proceeds relating to any of the Assets or businesses of such member, including, but not limited to, proceeds from any sale or other disposition of oil, gas or other minerals produced and saved from Assets held by such member, or otherwise derived therefrom, and to otherwise act with respect thereto in accordance with the provisions of this Agreement and any subsequent written instructions of such member of the Company Group with respect to its Assets;
- b. approve and pay or cause to be paid, on behalf of the Company Group, all proceeds or expenses payable with respect to the Assets and businesses of the Company Group including, but not limited to, proceeds on production of oil, gas or other minerals produced and saved from Assets held by the Company Group and joint interest billing expenses.
- c. receive on behalf of the Company Group all notices, AFEs, billings and invoices related to the Company Group's Assets and businesses, and communicate with third-party operators, purchasers of production, midstream providers, vendors and other third parties with respect to the Company Group's Assets and businesses;
- d. deal generally with, and enter into agreements on behalf of the Company Group with third parties (including, for the avoidance of doubt, Affiliates of the Manager) with respect to, the Assets and businesses of the Company Group, including, but not limited to, area of mutual interest agreements; exploration agreements; derivatives, futures, options or other hedging agreements; disposal or injection agreements; farmout and farmin agreements; gathering and processing agreements; joint venture, development and partnership agreements; Leases; oil, gas and condensate purchase, sale and marketing agreements; operating agreements; surface use agreements; transportation agreements; unitization, pooling and communitization agreements; and other similar agreements.

3. *[Intentionally Omitted]*.

4. Representations, Warranties and Covenants. The Manager represents, warrants and covenants to the Company Group as follows:
 - 4.2. Organization, Good Standing, Etc. The Manager is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Oklahoma. The Manager is also duly qualified and/or licensed, to the extent and as may be required, and in good standing in the States where the Leases and the Wells in which the Company Group own interests as of the Effective Date are located.
 - 4.3. Authority. The Manager has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has adequate power, authority and legal right to enter into, execute, deliver and perform this Agreement. This Agreement is legal, valid and binding with respect to the Manager and is enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or similar Laws affecting creditors' rights generally.
 - 4.4. Legal Requirements. The Manager has all requisite power, consents, orders, franchises, rights, registrations and Permits of all Governmental Authorities required to permit the Manager to provide the Management Services; each of the foregoing is in full force and effect and has been duly and validly issued; and the Manager is in compliance with all terms and conditions of each of the foregoing.
 - 4.5. No Consent. No Permit, consent or order of, and no notice to or filing with, any Governmental Authority or third party is required in connection with the execution, delivery or performance by the Manager of this Agreement or to consummate any transactions contemplated hereby and thereby.
 - 4.6. Enforceable Obligations. This Agreement is the legal, valid and binding obligation of the Manager, enforceable in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency or similar Laws of general application relating to the enforcement of creditors' rights and by general principles of equity.
5. Term; Termination. This Agreement shall have an initial term of one (1) year commencing on the Effective Date (the "**Initial Term**" and, together with any renewal terms, the "**Term**") and shall automatically be extended with respect to each of the Companies for successive one-month renewal terms until such time as either the Manager or the such Company (on behalf of itself and its Subsidiaries) provides the other with written notice of its intention to terminate this Agreement not less than sixty (60) days prior to the expiration of the Initial Term or a renewal term, as applicable. Notwithstanding the foregoing, this Agreement may be terminated at any time during the Term by a subsequent written agreement executed by all of the Parties. Except as expressly provided herein, the

expiration or earlier termination of this Agreement shall not relieve any Party of any obligation or liability arising prior to such expiration or termination.

6. Indemnification. From and after the Effective Date, the Parties will indemnify each other as follows:

- 6.1. Company Group Indemnification. Each member of the Company Group hereby agrees to release, defend, indemnify, reimburse and hold harmless the Manager, its Affiliates and its and their respective directors, officers, members, managers, partners, employees and agents (each, individually, a “***Manager Indemnified Party***” and collectively, the “***Manager Indemnified Parties***”) for, from and against any loss, damage, diminution in value, claim, liability, debt, obligation or expense (including interest, reasonable legal fees, and expenses of litigation and attorneys’ fees in enforcing this indemnity) incurred, suffered, paid by or resulting to any of the Manager Indemnified Parties and which results from, arises out of or in connection with, is based upon, or exists by reason of: (a) any breach or default in the performance by such member of the Company Group of any covenant or obligation set forth in this Agreement; or (b) any act or omission by any of the Manager Indemnified Parties directly related to its performance of this Agreement.
- 6.2. Manager Indemnification. The Manager hereby agrees to release, defend, indemnify, reimburse and hold harmless the Companies, the Subsidiaries, their respective Affiliates and its and their respective directors, officers, members, managers, partners, employees and agents (the “***Company Indemnified Parties***”) for, from and against any loss, damage, diminution in value, claim, liability, debt, obligation or expense (including interest, reasonable legal fees, and expenses of litigation and attorneys’ fees in enforcing this indemnity) incurred, suffered, paid by or resulting to any of the Company Indemnified Parties and which results from, arises out of or in connection with, is based upon, or exists by reason of: (a) any breach or default by the Manager of any representation or warranty set forth in this Agreement; or (b) any breach or default in the performance by the Manager of any covenant or obligation set forth in this Agreement.
- 6.3. EXTENT OF INDEMNIFICATION. WITHOUT LIMITING OR ENLARGING THE SCOPE OF THE INDEMNIFICATION, DEFENSE AND ASSUMPTION PROVISIONS SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, AN INDEMNIFIED PARTY SHALL BE ENTITLED TO INDEMNIFICATION HEREUNDER IN ACCORDANCE WITH THE TERMS OF *SECTION 6.1* OR *SECTION 6.2* REGARDLESS OF WHETHER THE ACT, OCCURRENCE OR CIRCUMSTANCE GIVING RISE TO ANY SUCH INDEMNIFICATION OBLIGATION IS THE RESULT OF THE SOLE, ACTIVE, PASSIVE, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE) OR OTHER FAULT OR VIOLATION OF ANY LAW OF OR BY ANY SUCH INDEMNIFIED PARTY. EACH PARTY’S INDEMNIFICATION

RIGHTS AND OBLIGATIONS UNDER THIS *SECTION 6* SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT INDEFINITELY.

- 6.4. Indemnification Procedure. If any indemnified party discovers or otherwise becomes aware of an indemnification claim arising under this Agreement, such party will give written notice to the indemnifying Party, specifying such claim, and may thereafter exercise any remedies available to such indemnified party under this Agreement; *provided*, however, the failure of any indemnified party to give notice as provided herein will not relieve the indemnifying Party of any obligations hereunder, to the extent the indemnifying Party is not materially prejudiced thereby. Further, promptly after receipt by an indemnified party hereunder of written notice of the commencement of any action or proceeding with respect to which a claim for indemnification may be made against the indemnifying Party, the indemnified party will give written notice to the indemnifying Party of the commencement of such action, accompanied by a copy of all papers, if any, served with respect to the action or proceeding; *provided*, however, the failure of any indemnified party to give notice as provided herein will not relieve the indemnifying Party of any obligations hereunder, to the extent the indemnifying Party is not materially prejudiced thereby.

7. Force Majeure. If a Party is rendered unable, wholly or in part, by reason of a Force Majeure Event to perform its obligations under this Agreement, other than obligations to make payments or provide indemnification or defense when due hereunder, then such Party's obligations shall be suspended to the extent affected by the Force Majeure Event. Any Party claiming any Force Majeure Event shall provide prompt written notice thereof to the other Party including full particulars of such Force Majeure Event.

8. Miscellaneous. It is further agreed as follows:
 - 8.1. Time. Time is of the essence of this Agreement.

 - 8.2. Independent Contractor. The Parties hereby acknowledge and agree that each of the Manager, its Affiliates and any contractors, subcontractors, vendors and other third parties performing all or part of the Management Services are independent contractors, and, except as expressly set forth in Section 2.6, nothing in this Agreement is intended, and shall not be construed, to create a partnership, joint venture, or employment or other similar relationship between (a) the Manager, or any such Affiliate or third party, and (b) any member of the Company Group. As between the Parties, the Manager shall have the exclusive responsibility and liability for (a) the direction and supervision of its employees, (b) the salary, employee benefits, other compensation and related costs of such employees and (c) the collection and payment of any payroll Taxes or Taxes for unemployment insurance, workers' compensation, pensions, and social security for the Manager's employees that are imposed by any Governmental Authority.

- 8.3. Arm's-Length Transaction. The Manager is an affiliate of each member of the Company Group, and each member of the Company Group is an affiliate of the Manager. It is the overriding intent of the Parties that (a) the terms of this Agreement and the transactions contemplated hereby (taken as a whole) shall be substantially at least as favorable to the Manager as it would obtain in a comparable arm's-length transaction with a Person other than an affiliate (or, if no comparable transaction is available with which to compare such transaction, such transaction is otherwise fair to the Manager) and (b) each transaction contemplated by this Agreement is upon fair and reasonable terms no less favorable to the relevant member of the Company Group than it would obtain in a comparable arm's-length transaction with an unrelated Person or any other Person not an affiliate; each Party represents and warrants that it believes that this Agreement and the transactions contemplated hereby conform to such intent but, if and to the extent that any transaction contemplated by this Agreement does not conform to such intent, the Parties agree to reform such transaction's terms so that it does conform to such intent.
- 8.4. Tax Matters. Each member of the Company Group shall be allocated and bear, and indemnify and hold harmless the Manager Indemnified Parties for, all Taxes relating to its Assets or businesses.
- 8.5. Manager's Interests. For the avoidance of doubt, neither the Manager nor any of its Affiliates shall, solely by virtue of this Agreement or the Manager's performance hereunder, acquire any beneficial interest in any Assets or businesses of the Company Group.
- 8.6. Notices. All notices and communications required or permitted under this Agreement shall be in writing addressed as indicated below, and any communication or delivery hereunder shall be deemed to have been duly delivered upon the earliest of: (a) actual receipt by the Party to be notified; (b) if sent by U.S. certified mail, postage prepaid, return receipt requested, then the date shown as received on the return notice; (c) if by email, then upon an affirmative reply by email by the intended recipient that such email was received (*provided* that, for the avoidance of doubt, an automated response from the email account or server of the intended recipient shall not constitute an affirmative reply); or (d) if by Federal Express overnight delivery (or other reputable overnight delivery service), the date shown on the notice of delivery. Addresses for all such notices and communication shall be as follows:

To the Manager: Expand Operating LLC
6100 North Western Avenue
Oklahoma City, Oklahoma 73118
Attention: Chris Lacy
Telephone: (832) 796-7877
Email: chris.lacy@expandenergy.com

To the Company Group: c/o SWN Production Company, LLC
6100 North Western Avenue
Oklahoma City, Oklahoma 73118
Attention: Joshua J. Viets
Phone: (405) 876-4312
Email: josh.viets@expandenergy.com

Either Party may, upon written notice to the other Party, change the address(es) and person(s) to whom such communications are to be directed.

- 8.7. Confidentiality; Securities Laws. Each of the Manager and the Company Group shall hold and shall each cause their respective officers, managers, employees, agents, consultants and advisors to hold, in strict confidence and not to disclose or release without the prior written consent of the other Party, any and all Confidential Information (as defined herein); *provided*, that the Parties may disclose, or may permit disclosure of, Confidential Information (a) to their respective auditors, attorneys, financial advisors, bankers and other appropriate consultants and advisors who have a need to know such information (collectively, “*Representatives*”) and are informed of their obligation to hold such information confidential to the same extent as is applicable to the Parties hereto and in respect of whose failure to comply with such obligations, the Manager or the Company Group, as the case may be, will be responsible or (b) to the extent the Manager or any member of the Company Group, as the case may be, is compelled to disclose any such Confidential Information by judicial or administrative process or by other requirements of Law. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made pursuant to clause (b) above, each Party, as the case may be, shall, to the extent permitted by applicable Law or legal process, promptly notify the other Party of the existence of such request or demand and shall provide the other a reasonable opportunity to seek an appropriate protective order or other remedy at such other Party’s sole cost, which all Parties will cooperate in seeking to obtain. In the event that such appropriate protective order or other remedy is not obtained, the Party required to disclose Confidential Information shall or shall furnish, or cause to be furnished, only that portion of the Confidential Information that is legally required to be disclosed. Each Party hereby acknowledges that it is aware, and has informed or will inform its Representatives who receive Confidential Information that the securities Laws of the United States prohibit any person who has material, non-public information

about a company from purchasing or selling securities of such company and from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such other person is likely to purchase or sell such securities.

- 8.8. No Recourse Against Officers, Managers or Directors. For the avoidance of doubt, the provisions of this Agreement shall not give rise to any right of recourse against any director, officer, member, manager or partner of the Manager or any member of the Company Group.
- 8.9. Non-Exclusivity. Notwithstanding anything in this Agreement to the contrary, each member of the Company Group hereby acknowledges and agrees the Manager may provide services, including Management Services, to other third parties, including Affiliates of the Manager, consistent with the Manager's obligations to the Company Group hereunder.
- 8.10. Cooperation. Prior to termination of this Agreement and at all times following the consummation of this Agreement, the Parties agree to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents and instruments and do, or cause to be done, such other acts and things as may reasonably be requested by any Party to this Agreement, or are otherwise necessary or advisable, to assure that the benefits of this Agreement are realized by the Parties and that the Parties carry out their obligations under this Agreement and any document or other instrument delivered pursuant hereto.
- 8.11. No Third-Party Beneficiaries. Except for the indemnification rights under *Section 6*, nothing in this Agreement, express or implied, is intended to confer upon anyone, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement or to constitute any Person a third-party beneficiary of this Agreement.
- 8.12. Cumulative Remedies. Subject to the other provisions hereof, no failure on the part of any Party to this Agreement to exercise and no delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise by any Party hereto of any right hereunder preclude any other or further right of exercise thereof or the exercise of any other right.
- 8.13. Choice of Law. This Agreement will be interpreted, construed and enforced in accordance with the Laws of the State of Oklahoma, without giving effect to any rules or principles of conflicts of Law that might otherwise refer to the Laws of another jurisdiction.
- 8.14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and there are no agreements, understandings, warranties or representations except as set forth herein.

- 8.15. Assignment. No Party may assign any of its rights or delegate any of its responsibilities under this Agreement without the express written consent of the other Parties, except that the Manager may assign any such rights or delegate any such duties to any of its Affiliates, vendors, suppliers, contractors, outside accountants, third-party engineers, auditors, attorneys, consultants and advisors in its provision of the Management Services in accordance herewith. Any assignment of rights or delegation of duties under this Agreement in violation of this *Section 8.15* shall be void *ab initio*.
- 8.16. Amendment. Neither this Agreement, nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing hand-signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.
- 8.17. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future Law, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provisions as is possible to make such provision legal, valid and enforceable.
- 8.18. Waiver. Waiver of performance of any obligation or term contained in this Agreement by any Party, or waiver by one Party of the other's default hereunder, will not operate as a waiver of performance of any other obligation or term of this Agreement or a future waiver of the same obligation or a waiver of any future default.
- 8.19. Counterparts; Facsimiles; Electronic Transmission. This Agreement may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one agreement. The execution and delivery of this Agreement by any Party may be evidenced by facsimile or other electronic transmission (including scanned documents delivered by email), which shall be binding upon all Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

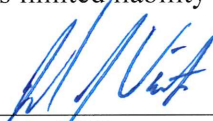
MANAGER

EXPAND OPERATING, L.L.C.
an Oklahoma limited liability company

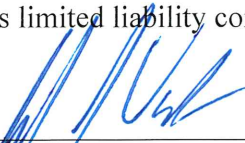
By: 
Chris Lacy
Executive Vice President – General Counsel and
Corporate Secretary

COMPANIES

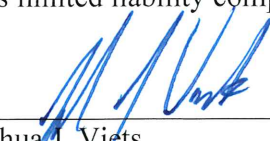
SWN Production Company, LLC
a Texas limited liability company

By: 
Joshua J. Viets
Chief Operating Officer

SWN Production (Louisiana), LLC
a Texas limited liability company

By: 
Joshua J. Viets
Chief Operating Officer

SWN Midstream Services Company, LLC
a Texas limited liability company

By: 
Joshua J. Viets
Chief Operating Officer

07/04/2025

SWN International, LLC
a Delaware limited liability company

By: 

Joshua J. Viets
Chief Operating Officer

A.W. Realty Company, LLC
a Delaware limited liability company

By: 

Joshua J. Viets
Chief Operating Officer

Expand Water Resources Company LLC
a Texas limited liability company

By: 

Joshua J. Viets
Chief Operating Officer

SWN E&P Services, LLC
a Texas limited liability company

By: 

Joshua J. Viets
Chief Operating Officer

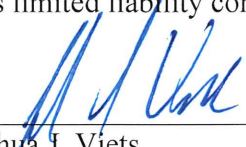
07/04/2025

SUBSIDIARIES

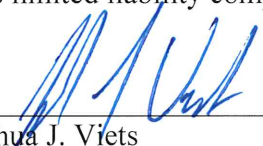
SWN Resources Canada, Inc.
a British Columbia corporation

By: 
Joshua J. Viets
Chief Operating Officer

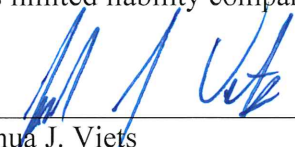
Expand Completions Services LLC
a Texas limited liability company

By: 
Joshua J. Viets
Chief Operating Officer

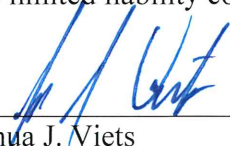
Expand Drilling Company LLC
a Texas limited liability company

By: 
Joshua J. Viets
Chief Operating Officer

Angelina Gathering Company, LLC
a Texas limited liability company

By: 
Joshua J. Viets
Chief Operating Officer

Expand Energy Marketing LLC
a Texas limited liability company

By: 
Joshua J. Viets
Chief Operating Officer

07/04/2025

EXHIBIT A

MANAGEMENT SERVICES

The Manager will provide or cause to be provided to the Company Group the following services:

General and Administrative Services. Overhead services and other general and administrative services including, but not limited to, accounting; business development; contract administration; budgeting and forecasting; credit; debt collection; facility management; financial reporting; financial, reserve report and other audit; government relations; health, safety and environmental; human resources; investor relations; insurance administration and claims processing; legal; marketing; office; procurement; project management; recordkeeping; regulatory compliance; security; supply chain; vendor management; Tax compliance and return preparation and the payment of Taxes and treasury services.

Lease and Land Administration. Lease and land management and administration services including, but not limited to, division order; land administration; land title; Lease records and processing; leasing; and surface land services.

Technical and Operational Services. Technical and operational services including, but not limited to, data management; completion; drilling; engineering; geological and geophysical; information systems and technology; infrastructure; production; and reserves services.

4706900379



April 28, 2025

Mr. Charles Brewer
WV DEP Office of Oil & Gas
601 57th St., SE
Charleston, WV 25304

RE: Expand's proposed New Well: Charles Frye OHI 210H in Ohio County, West Virginia, Drilling under Timber Haven Road, Juliette Way and Oklahoma Road.

Dear Mr. Brewer:

Expand Operating LLC ("Expand") is applying for a drilling permit for the above referenced well. The State of West Virginia has raised some concern as to Expand's right to drill under Timber Haven Road, Juliette Way and Oklahoma Road. Please be advised that Expand has leased all mineral owners under said route as it relates to the above-referenced well and unit.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Kelley Ryan".

Name: Kelley Ryan
Title: Landman
Expand Operating LLC

RECEIVED
Office Of Oil and Gas

MAY 29 2025

WV Department of
Environmental Protection

Expand Energy Corporation

Insert street address / Insert city, state, zip

Insert office phone / m: Insert mobile phone / Insert email address

07/04/2025

WW-PN
(11-18-2015)

Horizontal Natural Gas Well Work Permit Application Notice By Publication

Notice is hereby given:

Pursuant to West Virginia Code 22-6A-10(e) prior to filing an application for a permit for a horizontal well the applicant shall publish in the county in which the well is located or is proposed to be located a Class II legal advertisement.

Paper: The Intelligencer ✓

Public Notice Date: April 18, 2025 & April 25, 2025 ✓

The following applicant intends to apply for a horizontal natural well work permit which disturbs three acres or more of surface excluding pipelines, gathering lines and roads **or** utilizes more than two hundred ten thousand gallons of water in any thirty day period.

Applicant: Expand Operating LLC ✓

Well Number: Charles Frye OHI 210H ✓

Address: 1300 Fort Pierpont Dr., Suite 201

Morgantown, WV 26508

Business Conducted: Natural gas production.

Location –

State: West Virginia ✓

County: Ohio ✓

District: Triadelphia ✓

Quadrangle: Valley Grove ✓

UTM Coordinate NAD83 Northing: 4,433,736 ✓

UTM coordinate NAD83 Easting: 536,080 ✓

Watershed: Marlow Run of Middle Wheeling Creek ✓

Coordinate Conversion:

To convert the coordinates above into longitude and latitude, visit: http://tagis.dep.wv.gov/convert/llutm_conus.php

Electronic notification:

To receive an email when applications have been received or issued by the Office of Oil and Gas, visit <http://www.dep.wv.gov/insidedep/Pages/DEPMailingLists.aspx> to sign up.

Reviewing Applications:

Copies of the proposed permit application may be reviewed at the WV Department of Environmental Protection headquarters, located at 601 57th Street, SE Charleston, WV 25304 (304-926-0450). Full copies or scans of the proposed permit application will cost \$15, whether mailed or obtained at DEP headquarters. Copies may be requested by calling the office or by sending an email to DEP.comments@wv.gov.

Submitting Comments:

Comments may be submitted online at <https://apps.dep.wv.gov/oog/comments/comments.cfm>, or by letter to Permit Review, Office of Oil and Gas, 601 57th Street, SE Charleston, WV 25304. Please reference the county, well number, and operator when using this option.

Regardless of format for comment submissions, they must be received no later than thirty days after the permit application is received by the Office of Oil and Gas.

For information related to horizontal drilling visit: www.dep.wv.gov/oil-and-gas/pages/default.aspx

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MAY 29 2025
WV Department of
Environmental Protection

07/04/2025

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WW-6AC
(1/12)

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
NOTICE CERTIFICATION

Date of Notice Certification: 5/27

API No. 47- 069 -

Operator's Well No. Charles Frye OHI 210HWell Pad Name: Charles Frye OHI**Notice has been given:**

Pursuant to the provisions in West Virginia Code § 22-6A, the Operator has provided the required parties with the Notice Forms listed below for the tract of land as follows:

State:	<u>West Virginia</u>	UTM NAD 83	Easting:	<u>536,080</u>
County:	<u>069-Ohio</u>		Northing:	<u>4,433,736</u>
District:	<u>Triadelphia</u>	Public Road Access:	<u>McCutcheon Road</u>	
Quadrangle:	<u>Valley Grove</u>	Generally used farm name:	<u>Charles Frye OHI</u>	
Watershed:	<u>Marlow run of Middle Wheeling Creek</u>			

Pursuant to West Virginia Code § 22-6A-7(b), every permit application filed under this section shall be on a form as may be prescribed by the secretary, shall be verified and shall contain the following information: (14) A certification from the operator that (i) it has provided the owners of the surface described in subdivisions (1), (2) and (4), subsection (b), section ten of this article, the information required by subsections (b) and (c), section sixteen of this article; (ii) that the requirement was deemed satisfied as a result of giving the surface owner notice of entry to survey pursuant to subsection (a), section ten of this article six-a; or (iii) the notice requirements of subsection (b), section sixteen of this article were waived in writing by the surface owner; and Pursuant to West Virginia Code § 22-6A-11(b), the applicant shall tender proof of and certify to the secretary that the notice requirements of section ten of this article have been completed by the applicant.

<p>Pursuant to West Virginia Code § 22-6A, the Operator has attached proof to this Notice Certification that the Operator has properly served the required parties with the following:</p> <p>*PLEASE CHECK ALL THAT APPLY</p> <p><input type="checkbox"/> 1. NOTICE OF SEISMIC ACTIVITY or <input checked="" type="checkbox"/> NOTICE NOT REQUIRED BECAUSE NO SEISMIC ACTIVITY WAS CONDUCTED</p> <p><input checked="" type="checkbox"/> 2. NOTICE OF ENTRY FOR PLAT SURVEY or <input type="checkbox"/> NO PLAT SURVEY WAS CONDUCTED</p> <p><input checked="" type="checkbox"/> 3. NOTICE OF INTENT TO DRILL or <input type="checkbox"/> NOTICE NOT REQUIRED BECAUSE NOTICE OF ENTRY FOR PLAT SURVEY WAS CONDUCTED or</p> <p style="padding-left: 100px;"><input type="checkbox"/> WRITTEN WAIVER BY SURFACE OWNER (PLEASE ATTACH)</p> <p><input checked="" type="checkbox"/> 4. NOTICE OF PLANNED OPERATION</p> <p><input checked="" type="checkbox"/> 5. PUBLIC NOTICE</p> <p><input checked="" type="checkbox"/> 6. NOTICE OF APPLICATION</p>	<p>OOG OFFICE USE ONLY</p> <p><input type="checkbox"/> RECEIVED/ NOT REQUIRED</p> <p><input type="checkbox"/> RECEIVED</p> <p><input type="checkbox"/> RECEIVED/ NOT REQUIRED</p> <p><input type="checkbox"/> RECEIVED</p> <p><input type="checkbox"/> RECEIVED</p> <p><input type="checkbox"/> RECEIVED</p> <p><small>Office of Oil and Gas</small></p>
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Required Attachments:

The Operator shall attach to this Notice Certification Form all Notice Forms and Certifications of Notice that have been provided to the required parties and/or any associated written waivers. For the Public Notice, the operator shall attach a copy of the Class II Legal Advertisement with publication date verification or the associated Affidavit of Publication. The attached Notice Forms and Certifications of Notice shall serve as proof that the required parties have been noticed as required under West Virginia Code § 22-6A. Pursuant to West Virginia Code § 22-6A-11(b), the Certification of Notice to the person may be made by affidavit of personal service, the return receipt card or other postal receipt for certified mailing.

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Certification of Notice is hereby given:

THEREFORE, I Brittany Woody, have read and understand the notice requirements within West Virginia Code § 22-6A. I certify that as required under West Virginia Code § 22-6A, I have served the attached copies of the Notice Forms, identified above, to the required parties through personal service, by registered mail or by any method of delivery that requires a receipt or signature confirmation. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this Notice Certification and all attachments, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Well Operator: Expand Operating LLC

By: Brittany Woody

Its: Staff Regulatory Specialist

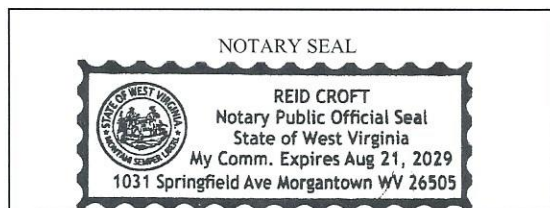
Telephone: 304-884-1610

Address: 1300 Fort Pierpont Dr., Suite 201

Morgantown, WV 26508

Facsimile: 304-884-1690

Email: Brittany.Woody@expandenergy.com



Subscribed and sworn before me this 7th day of April, 2025.

Reid Croft Notary Public

My Commission Expires August 21, 2029

Oil and Gas Privacy Notice:

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

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MAY 29 2025
WV Department of
Environmental Protection

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WW-6A
(9-13)

API NO. 47-069-4706900379
OPERATOR WELL NO. Charles Frye OHI 210H
Well Pad Name: Charles Frye OHI

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
NOTICE OF APPLICATION

Notice Time Requirement: notice shall be provided no later than the **filing date of permit application.**

Date of Notice: 5/27 Date Permit Application Filed: 5/27
Notice of:

- ☒ PERMIT FOR ANY WELL WORK ☐ CERTIFICATE OF APPROVAL FOR THE CONSTRUCTION OF AN IMPOUNDMENT OR PIT

Delivery method pursuant to West Virginia Code § 22-6A-10(b)

- ☐ PERSONAL SERVICE ☒ REGISTERED MAIL ☐ METHOD OF DELIVERY THAT REQUIRES A RECEIPT OR SIGNATURE CONFIRMATION

Pursuant to W. Va. Code § 22-6A-10(b) no later than the filing date of the application, the applicant for a permit for any well work or for a certificate of approval for the construction of an impoundment or pit as required by this article shall deliver, by personal service or by registered mail or by any method of delivery that requires a receipt or signature confirmation, copies of the application, the erosion and sediment control plan required by section seven of this article, and the well plat to each of the following persons: (1) The owners of record of the surface of the tract on which the well is or is proposed to be located; (2) The owners of record of the surface tract or tracts overlying the oil and gas leasehold being developed by the proposed well work, if the surface tract is to be used for roads or other land disturbance as described in the erosion and sediment control plan submitted pursuant to subsection (c), section seven of this article; (3) The coal owner, operator or lessee, in the event the tract of land on which the well proposed to be drilled is located [sic] is known to be underlain by one or more coal seams; (4) The owners of record of the surface tract or tracts overlying the oil and gas leasehold being developed by the proposed well work, if the surface tract is to be used for the placement, construction, enlargement, alteration, repair, removal or abandonment of any impoundment or pit as described in section nine of this article; (5) Any surface owner or water purveyor who is known to the applicant to have a water well, spring or water supply source located within one thousand five hundred feet of the center of the well pad which is used to provide water for consumption by humans or domestic animals; and (6) The operator of any natural gas storage field within which the proposed well work activity is to take place. (c)(1) If more than three tenants in common or other co-owners of interests described in subsection (b) of this section hold interests in the lands, the applicant may serve the documents required upon the person described in the records of the sheriff required to be maintained pursuant to section eight, article one, chapter eleven-a of this code. (2) Notwithstanding any provision of this article to the contrary, notice to a lien holder is not notice to a landowner, unless the lien holder is the landowner. W. Va. Code R. § 35-8-5.7.a requires, in part, that the operator shall also provide the Well Site Safety Plan ("WSSP") to the surface owner and any water purveyor or surface owner subject to notice and water testing as provided in section 15 of this rule.

☒ Application Notice ☒ WSSP Notice ☒ E&S Plan Notice ☒ Well Plat Notice is hereby provided to:

☒ SURFACE OWNER(s)

Name: Dorothy V. Frye
Address: 849 McCutcheon Road
Triadelphia WV 26059

Name: Amy M. Frye & Corrie L. Frye
Address: 782 McCutcheon Road
Triadelphia WV 26059

☐ SURFACE OWNER(s) (Road and/or Other Disturbance)

Name: _____
Address: _____

Name: _____
Address: _____

☐ SURFACE OWNER(s) (Impoundments or Pits)

Name: _____
Address: _____

☒ COAL OWNER OR LESSEE

Name: Alliance Resources GP LLC Attn: Evan Midler
Address: 2596 Battle Run Road
Triadelphia WV 26059

☐ COAL OPERATOR

Name: _____
Address: _____

☒ SURFACE OWNER OF WATER WELL AND/OR WATER PURVEYOR(s)

Name: See Attachment 13A
Address: _____

☐ OPERATOR OF ANY NATURAL GAS STORAGE FIELD

Name: _____
Address: _____

*Please attach additional forms if necessary

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Environmental Protection

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Notice is hereby given:

Pursuant to West Virginia Code § 22-6A-10(b), notice is hereby given that the undersigned well operator has applied for a permit for well work or for a certificate of approval for the construction of an impoundment or pit.

This Notice Shall Include:

Pursuant to W. Va. Code § 22-6A-10(b), this notice shall include: (1) copies of the application; (2) the erosion and sediment control plan required by section seven of this article; and (3) the well plat.

Pursuant to W. Va. Code § 22-6A-10(f), this notice shall include: (1) a statement of the time limits for filing written comments; (2) who may file written comments; (3) the name and address of the secretary for the purpose of filing the comments and obtaining additional information; and (4) a statement that the persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water.

Pursuant to W. Va. Code R. § 35-8-5.7.a, the operator shall provide the Well Site Safety Plan to the surface owner and any water purveyor or surface owner subject to notice and water testing as provided in section 15 of this rule.

Pursuant to W. Va. Code R. § 35-8-15.2.c, this notice shall: (1) contain a statement of the surface owner's and water purveyor's right to request sampling and analysis; (2) advise the surface owner and water purveyor of the rebuttable presumption for contamination or deprivation of a fresh water source or supply; advise the surface owner and water purveyor that refusal to allow the operator to conduct a pre-drilling water well test constitutes a method to rebut the presumption of liability; (3) advise the surface owner and water purveyor of his or her independent right to sample and analyze any water supply at his or her own expense; advise the surface owner and water purveyor whether or not the operator will utilize an independent laboratory to analyze any sample; and (4) advise the surface owner and or water purveyor that he or she can obtain from the Chief a list of water testing laboratories in the subject area capable of and qualified to test water supplies in accordance with standard acceptable methods.

Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57th Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting www.dep.wv.gov/oil-and-gas/pages/default.aspx.

Well Location Restrictions

Pursuant to W. Va. Code § 22-6A-12, Wells may not be drilled within two hundred fifty feet measured horizontally from any existing water well or developed spring used for human or domestic animal consumption. The center of well pads may not be located within six hundred twenty-five feet of an occupied dwelling structure, or a building two thousand five hundred square feet or larger used to house or shelter dairy cattle or poultry husbandry. This limitation is applicable to those wells, developed springs, dwellings or agricultural buildings that existed on the date a notice to the surface owner of planned entry for surveying or staking as provided in section ten of this article or a notice of intent to drill a horizontal well as provided in subsection (b), section sixteen of this article was provided, whichever occurs first, and to any dwelling under construction prior to that date. This limitation may be waived by written consent of the surface owner transmitted to the department and recorded in the real property records maintained by the clerk of the county commission for the county in which such property is located. Furthermore, the well operator may be granted a variance by the secretary from these distance restrictions upon submission of a plan which identifies the sufficient measures, facilities or practices to be employed during well site construction, drilling and operations. The variance, if granted, shall include terms and conditions the department requires to ensure the safety and protection of affected persons and property. The terms and conditions may include insurance, bonding and indemnification, as well as technical requirements. (b) No well pad may be prepared or well drilled within one hundred feet measured horizontally from any perennial stream, natural or artificial lake, pond or reservoir, or a wetland, or within three hundred feet of a naturally reproducing trout stream. No well pad may be located within one thousand feet of a surface or ground water intake of a public water supply. The distance from the public water supply as identified by the department shall be measured as follows: (1) For a surface water intake on a lake or reservoir, the distance shall be measured from the boundary of the lake or reservoir. (2) For a surface water intake on a flowing stream, the distance shall be measured from a semicircular radius extending upstream of the surface water intake. (3) For a groundwater source, the distance shall be measured from the wellhead or spring. The department may, in its discretion, waive these distance restrictions upon submission of a plan identifying sufficient measures, facilities or practices to be employed during well site construction, drilling and operations to protect the waters of the state. A waiver granted shall impose any permit conditions as the secretary considers necessary. (c) Notwithstanding the foregoing provisions of this section, nothing contained in this section prevents an operator from conducting the activities permitted or authorized by a Clean Water Act Section 404 permit or other approval from the United States Army Corps of Engineers within any waters of the state or within the restricted areas referenced in this section. (d) The well location restrictions set forth in this section shall not apply to any well on a multiple well pad if at least one of the wells was permitted prior to the effective date of this article. (e) The secretary shall, by December 31, 2012, report to the Legislature on the noise, light, dust and volatile organic compounds generated by the drilling of horizontal wells as they relate to the well location restrictions regarding occupied dwelling structures pursuant to this section. Upon a finding, if any, by the secretary that the well location restrictions regarding occupied dwelling structures are inadequate or otherwise require alteration to address the items

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examined in the study required by this subsection, the secretary shall have the authority to propose for promulgation legislative rules establishing guidelines and procedures regarding reasonable levels of noise, light, dust and volatile organic compounds relating to drilling horizontal wells, including reasonable means of mitigating such factors, if necessary.

Water Well Testing:

Pursuant to West Virginia Code § 22-6A-10(d), notification shall be made, with respect to surface landowners identified in subsection (b) or water purveyors identified in subdivision (5), subsection (b) of this section, of the opportunity for testing their water well. The operator shall provide an analysis to such surface landowner or water purveyor at their request.

Water Testing Laboratories:

Pursuant to West Virginia Code § 22-6A-10(i), persons entitled to notice pursuant to subsection (b) of this section may contact the department to ascertain the names and locations of water testing laboratories in the subject area capable and qualified to test water supplies in accordance with standard accepted methods. In compiling that list of names the department shall consult with the state Bureau for Public Health and local health departments. A surface owner and water purveyor has an independent right to sample and analyze any water supply at his or her own expense. The laboratory utilized by the operator shall be approved by the agency as being certified and capable of performing sample analyses in accordance with this section.

Rebuttable Presumption for Contamination or Deprivation of a Fresh Water Source or Supply:

W. Va. Code § 22-6A-18 requires that (b) unless rebutted by one of the defenses established in subsection (c) of this section, in any action for contamination or deprivation of a fresh water source or supply within one thousand five hundred feet of the center of the well pad for horizontal well, there is a rebuttable presumption that the drilling and the oil or gas well or either was the proximate cause of the contamination or deprivation of the fresh water source or supply. (c) In order to rebut the presumption of liability established in subsection (b) of this section, the operator must prove by a preponderance of the evidence one of the following defenses: (1) The pollution existed prior to the drilling or alteration activity as determined by a predrilling or prealteration water well test. (2) The landowner or water purveyor refused to allow the operator access to the property to conduct a predrilling or prealteration water well test. (3) The water supply is not within one thousand five hundred feet of the well. (4) The pollution occurred more than six months after completion of drilling or alteration activities. (5) The pollution occurred as the result of some cause other than the drilling or alteration activity. (d) Any operator electing to preserve its defenses under subdivision (1), subsection (c) of this section shall retain the services of an independent certified laboratory to conduct the predrilling or prealteration water well test. A copy of the results of the test shall be submitted to the department and the surface owner or water purveyor in a manner prescribed by the secretary. (e) Any operator shall replace the water supply of an owner of interest in real property who obtains all or part of that owner's supply of water for domestic, agricultural, industrial or other legitimate use from an underground or surface source with a comparable water supply where the secretary determines that the water supply has been affected by contamination, diminution or interruption proximately caused by the oil or gas operation, unless waived in writing by that owner. (f) The secretary may order the operator conducting the oil or gas operation to: (1) Provide an emergency drinking water supply within twenty-four hours; (2) Provide temporary water supply within seventy-two hours; (3) Within thirty days begin activities to establish a permanent water supply or submit a proposal to the secretary outlining the measures and timetables to be used in establishing a permanent supply. The total time in providing a permanent water supply may not exceed two years. If the operator demonstrates that providing a permanent replacement water supply cannot be completed within two years, the secretary may extend the time frame on case-by-case basis; and (4) Pay all reasonable costs incurred by the real property owner in securing a water supply. (g) A person as described in subsection (b) of this section aggrieved under the provisions of subsections (b), (e) or (f) of this section may seek relief in court... (i) Notwithstanding the denial of the operator of responsibility for the damage to the real property owner's water supply or the status of any appeal on determination of liability for the damage to the real property owner's water supply, the operator may not discontinue providing the required water service until authorized to do so by the secretary or a court of competent jurisdiction.

Written Comment:

Pursuant to West Virginia Code § 22-6A-11(a), all persons described in subsection (b), section ten of this article may file written comments with the secretary as to the location or construction of the applicant's proposed well work within ~~thirty~~ ^{ten} days after the application is filed with the secretary. All persons described in West Virginia Code § 22-6A-10(b) may file written comments as to the location or construction of the applicant's proposed well work to the Secretary at:

Chief, Office of Oil and Gas
Department of Environmental Protection
601 57th St. SE
Charleston, WV 25304
(304) 926-0450

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Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water. **NOTE: YOU ARE NOT REQUIRED TO FILE ANY COMMENT.**

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Time Limits and Methods for Filing Comments.

The law requires these materials to be served on or before the date the operator files its Application. You have **THIRTY (30) DAYS** after the filing date to file your comments. Comments must be filed in person or received in the mail by the Chief's office by the time stated above. You may call the Chief's office to be sure of the date. Check with your postmaster to ensure adequate delivery time or to arrange special expedited handling. If you have been contacted by the well operator and you have signed a "voluntary statement of no objection" to the planned work described in these materials, then the permit may be issued at any time.

Pursuant to West Virginia Code § 22-6A-11(c)(2), Any objections of the affected coal operators and coal seam owners and lessees shall be addressed through the processes and procedures that exist under sections fifteen, seventeen and forty, article six of this chapter, as applicable and as incorporated into this article by section five of this article. The written comments filed by the parties entitled to notice under subdivisions (1), (2), (4), (5) and (6), subsection (b), section ten of this article shall be considered by the secretary in the permit issuance process, but the parties are not entitled to participate in the processes and proceedings that exist under sections fifteen, seventeen or forty, article six of this chapter, as applicable and as incorporated into this article by section five of this article.

Comment Requirements

Your comments must be in writing and include your name, address and telephone number, the well operator's name and well number and the approximate location of the proposed well site including district and county from the application. You may add other documents, such as sketches, maps or photographs to support your comments.

Disclaimer: All comments received will be placed on our web site <http://www.dep.wv.gov/oil-and-gas/Horizontal-Permits/Pages/default.aspx> and the applicant will automatically be forwarded an email notice that such comments have been submitted. The applicant will be expected to provide a response to comments submitted by any surface owner, water purveyor or natural gas storage operator noticed within the application.

Permit Denial or Condition

The Chief has the power to deny or condition a well work permit. Pursuant to West Virginia Code § 22-6A-8(d), the permit may not be issued or be conditioned, including conditions with respect to the location of the well and access roads prior to issuance if the director determines that:

- (1) The proposed well work will constitute a hazard to the safety of persons;
- (2) The plan for soil erosion and sediment control is not adequate or effective;
- (3) Damage would occur to publicly owned lands or resources; or
- (4) The proposed well work fails to protect fresh water sources or supplies.

A permit may also be denied under West Virginia Code § 22-6A-7(k), the secretary shall deny the issuance of a permit if the secretary determines that the applicant has committed a substantial violation of a previously issued permit for a horizontal well, including the applicable erosion and sediment control plan associated with the previously issued permit, or a substantial violation of one or more of the rules promulgated under this article, and in each instance has failed to abate or seek review of the violation within the time prescribed by the secretary pursuant to the provisions of subdivisions (1) and (2), subsection (a), section five of this article and the rules promulgated hereunder, which time may not be unreasonable.

Pursuant to West Virginia Code § 22-6A-10(g), any person entitled to submit written comments to the secretary pursuant to subsection (a), section eleven of this article, shall also be entitled to receive from the secretary a copy of the permit as issued or a copy of the order modifying or denying the permit if the person requests receipt of them as a part of the written comments submitted concerning the permit application. Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water.

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Office Of Oil and Gas

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WV Department of
Environmental Protection

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Notice is hereby given by:

Well Operator: Expand Operating LLC

Telephone: 304-884-1610

Email: Brittany.Woody@expandenergy.com

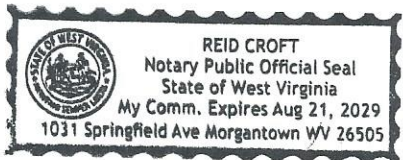
Address: 1300 Fort Pierpont Dr., Suite 201

Morgantown, WV 26508

Facsimile: 304-884-1690

Oil and Gas Privacy Notice:

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.



Subscribed and sworn before me this 7th day of April, 2025.

Reid Croft

Notary Public

My Commission Expires August 21, 2029

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Office Of Oil and Gas

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WV Department of
Environmental Protection

07/04/2025

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
NOTICE OF ENTRY FOR PLAT SURVEY

Notice Time Requirement: Notice shall be provided at least **SEVEN (7)** days but no more than **FORTY-FIVE (45)** days prior to entry

Date of Notice: 3/28/2025 **Date of Planned Entry:** 4/4/2025

Delivery method pursuant to West Virginia Code § 22-6A-10a

☐ PERSONAL SERVICE ☒ REGISTERED MAIL ☐ METHOD OF DELIVERY THAT REQUIRES A RECEIPT OR SIGNATURE CONFIRMATION

Pursuant to West Virginia Code § 22-6A-10(a), Prior to filing a permit application, the operator shall provide notice of planned entry on to the surface tract to conduct any plat surveys required pursuant to this article. Such notice shall be provided at least seven days but no more than forty-five days prior to such entry to: (1) The surface owner of such tract; (2) to any owner or lessee of coal seams beneath such tract that has filed a declaration pursuant to section thirty-six, article six, chapter twenty-two of this code; and (3) any owner of minerals underlying such tract in the county tax records. The notice shall include a statement that copies of the state Erosion and Sediment Control Manual and the statutes and rules related to oil and gas exploration and production may be obtained from the Secretary, which statement shall include contact information, including the address for a web page on the Secretary's web site, to enable the surface owner to obtain copies from the secretary.

Notice is hereby provided to:

☒ SURFACE OWNER(s)

Name: Dorothy V. Frye
Address: 849 McCutcheon Road
Triadelphia, WV 26059
Name: _____
Address: _____
Name: _____
Address: _____
Name: _____
Address: _____

☒ COAL OWNER OR LESSEE

Name: Alliance Resources GP, LLC Attn: Evan Midler
Address: 2596 Battle Run Road
Triadelphia, WV 26059

☒ MINERAL OWNER(s)

Name: Dorothy Frye
Address: 849 McCutcheon Road
Triadelphia, WV 26059

*please attach additional forms if necessary

Notice is hereby given:

Pursuant to West Virginia Code § 22-6A-10(a), notice is hereby given that the undersigned well operator is planning entry to conduct a plat survey on the tract of land as follows:

State: West Virginia
County: Ohio
District: Triadelphia
Quadrangle: Valley Grove

Approx. Latitude & Longitude: 40.053160, -80.577143
Public Road Access: McCutcheon Road
Watershed: Middle Wheeling Creek
Generally used farm name: Charles Frye

Copies of the state Erosion and Sediment Control Manual and the statutes and rules related to oil and gas exploration and production may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57th Street, SE, Charleston, WV 25304 (304-926-0450). Copies of such documents or additional information related to horizontal drilling may be obtained from the Secretary by visiting www.dep.wv.gov/oil-and-gas/pages/default.aspx.

Notice is hereby given by:

Well Operator: Expand Operating LLC
Telephone: 304-209-5688
Email: brittany.woody@expandenergy.com

Address: 1300 Fort Pierpont Dr., Suite 201
Morgantown WV 26508
Facsimile: _____

Oil and Gas Privacy Notice:

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

07/04/2025

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
NOTICE OF ENTRY FOR PLAT SURVEY

Notice Time Requirement: Notice shall be provided at least **SEVEN (7)** days but no more than **FORTY-FIVE (45)** days prior to entry

Date of Notice: 3/28/2025 **Date of Planned Entry:** 4/4/2025

Delivery method pursuant to West Virginia Code § 22-6A-10a

☐ PERSONAL SERVICE ☒ REGISTERED MAIL ☐ METHOD OF DELIVERY THAT REQUIRES A RECEIPT OR SIGNATURE CONFIRMATION

Pursuant to West Virginia Code § 22-6A-10(a), Prior to filing a permit application, the operator shall provide notice of planned entry on to the surface tract to conduct any plat surveys required pursuant to this article. Such notice shall be provided at least seven days but no more than forty-five days prior to such entry to: (1) The surface owner of such tract; (2) to any owner or lessee of coal seams beneath such tract that has filed a declaration pursuant to section thirty-six, article six, chapter twenty-two of this code; and (3) any owner of minerals underlying such tract in the county tax records. The notice shall include a statement that copies of the state Erosion and Sediment Control Manual and the statutes and rules related to oil and gas exploration and production may be obtained from the Secretary, which statement shall include contact information, including the address for a web page on the Secretary's web site, to enable the surface owner to obtain copies from the secretary.

Notice is hereby provided to:

☒ SURFACE OWNER(s)

Name: Amy M. Frye & Corrie L. Frye
Address: 782 McCutcheon Road
Triadelphia, WV 26059

Name: _____
Address: _____

Name: _____
Address: _____

☐ COAL OWNER OR LESSEE

Name: _____
Address: _____

☒ MINERAL OWNER(s)

Name: David W. Frye
Address: 782 McCutcheon Road
Triadelphia, WV 26059

*please attach additional forms if necessary

Notice is hereby given:

Pursuant to West Virginia Code § 22-6A-10(a), notice is hereby given that the undersigned well operator is planning entry to conduct a plat survey on the tract of land as follows:

State: West Virginia
County: Ohio
District: Triadelphia
Quadrangle: Valley Grove

Approx. Latitude & Longitude: 40.053160, -80.577143
Public Road Access: McCutcheon Road
Watershed: Middle Wheeling Creek
Generally used farm name: Charles Frye

Copies of the state Erosion and Sediment Control Manual and the statutes and rules related to oil and gas exploration and production may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57th Street, SE, Charleston, WV 25304 (304-926-0450). Copies of such documents or additional information related to horizontal drilling may be obtained from the Secretary by visiting www.dep.wv.gov/oil-and-gas/pages/default.aspx.

RECEIVED
MAY 29 2025
Office Of Oil and Gas
WV Department of
Environmental Protection

Notice is hereby given by:

Well Operator: Expand Operating LLC
Telephone: 304-209-5688
Email: brittany.woody@expandenergy.com

Address: 1300 Fort Pierpont Dr., Suite 201
Morgantown, WV 26508
Facsimile: _____

Oil and Gas Privacy Notice:

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

07/04/2025

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
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Notice Time Requirement: Notice shall be provided at least **SEVEN (7)** days but no more than **FORTY-FIVE (45)** days prior to entry

Date of Notice: 3/28/2025 **Date of Planned Entry:** 4/4/2025

Delivery method pursuant to West Virginia Code § 22-6A-10a

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Pursuant to West Virginia Code § 22-6A-10(a), Prior to filing a permit application, the operator shall provide notice of planned entry on to the surface tract to conduct any plat surveys required pursuant to this article. Such notice shall be provided at least seven days but no more than forty-five days prior to such entry to: (1) The surface owner of such tract; (2) to any owner or lessee of coal seams beneath such tract that has filed a declaration pursuant to section thirty-six, article six, chapter twenty-two of this code; and (3) any owner of minerals underlying such tract in the county tax records. The notice shall include a statement that copies of the state Erosion and Sediment Control Manual and the statutes and rules related to oil and gas exploration and production may be obtained from the Secretary, which statement shall include contact information, including the address for a web page on the Secretary's web site, to enable the surface owner to obtain copies from the secretary.

Notice is hereby provided to:

☐ SURFACE OWNER(s)

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

☐ COAL OWNER OR LESSEE

Name: _____
Address: _____

☒ MINERAL OWNER(s)

Name: Sherri L. Taylor
Address: 1146 Jefferson Ave
Moundsville, WV 26041

*please attach additional forms if necessary

Notice is hereby given:

Pursuant to West Virginia Code § 22-6A-10(a), notice is hereby given that the undersigned well operator is planning entry to conduct a plat survey on the tract of land as follows:

State: West Virginia
County: Ohio
District: Triadelphia
Quadrangle: Valley Grove

Approx. Latitude & Longitude: 40.053160, -80.577143
Public Road Access: McCutcheon Road
Watershed: Middle Wheeling Creek
Generally used farm name: Charles Frye

Copies of the state Erosion and Sediment Control Manual and the statutes and rules related to oil and gas exploration and production may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57th Street, SE, Charleston, WV 25304 (304-926-0450). Copies of such documents or additional information related to horizontal drilling may be obtained from the Secretary by visiting www.dep.wv.gov/oil-and-gas/pages/default.aspx.

Notice is hereby given by:

Well Operator: Expand Operating LLC
Telephone: 304-209-5688
Email: brittany.woody@expandenergy.com

Address: 1300 Fort Pierpont Dr., Suite 201
Morgantown WV 26508
Facsimile: _____

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07/04/2025

WW-6A4
(1/12)

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
NOTICE OF INTENT TO DRILL

Pursuant to W. Va. Code § 22-6A-16(b), the Notice of Intent to Drill is only required if the notice requirements of W. Va. Code § 22-6A-10(a) have NOT been met or if the Notice of Intent to Drill requirement has NOT been waived in writing by the surface owner.

Notice Time Requirement: Notice shall be provided at least TEN (10) days prior to filing a permit application.

Date of Notice: 04/21/2025

Date Permit Application Filed: 5/17

Delivery method pursuant to West Virginia Code § 22-6A-16(b)

☐ HAND

DELIVERY

☒ CERTIFIED MAIL

RETURN RECEIPT REQUESTED

Pursuant to W. Va. Code § 22-6A-16(b), at least ten days prior to filing a permit application, an operator shall, by certified mail return receipt requested or hand delivery, give the surface owner notice of its intent to enter upon the surface owner's land for the purpose of drilling a horizontal well: *Provided*, That notice given pursuant to subsection (a), section ten of this article satisfies the requirements of this subsection as of the date the notice was provided to the surface owner: *Provided, however*, That the notice requirements of this subsection may be waived in writing by the surface owner. The notice, if required, shall include the name, address, telephone number, and if available, facsimile number and electronic mail address of the operator and the operator's authorized representative.

Notice is hereby provided to the SURFACE OWNER(s):

Name: Dorothy V. Frye

Address: 849 McCutcheon Road

Triadelphia, WV 26059

Name: _____

Address: _____

Notice is hereby given:

Pursuant to West Virginia Code § 22-6A-16(b), notice is hereby given that the undersigned well operator has an intent to enter upon the surface owner's land for the purpose of drilling a horizontal well on the tract of land as follows:

State: West Virginia

County: Ohio

District: Triadelphia

Quadrangle: Valley Grove, WV

Watershed: Marlow Run of Middle Wheeling Creek

UTM NAD 83 Easting: 536,080.453

Northing: 4,433,736.003

Public Road Access: McCutcheon Road

Generally used farm name: Charles Frye OHI

This Notice Shall Include:

Pursuant to West Virginia Code § 22-6A-16(b), this notice shall include the name, address, telephone number, and if available, facsimile number and electronic mail address of the operator and the operator's authorized representative. Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57th Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting www.dep.wv.gov/oil-and-gas/pages/default.aspx.

Notice is hereby given by:

Well Operator: Expand Energy Company, LLC

Address: 1300 Fort Pierpont Dr., Suite 201

Morgantown, WV 26508

Telephone: (304) 209-5685

Email: steve.pauley@expandenergy.com

Facsimile: _____

Authorized Representative: Steven Pauley

Address: _____

Telephone: _____

Email: _____

Facsimile: _____

Steven Pauley

Office Of Oil and Gas
1300 Fort Pierpont Dr., Suite 201

Morgantown, WV 26508

(304) 209-5685

steve.pauley@expandenergy.com

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07/04/2025

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
NOTICE OF INTENT TO DRILL

Pursuant to W. Va. Code § 22-6A-16(b), the Notice of Intent to Drill is only required if the notice requirements of W. Va. Code § 22-6A-10(a) have NOT been met or if the Notice of Intent to Drill requirement has NOT been waived in writing by the surface owner.

Notice Time Requirement: Notice shall be provided at least **TEN (10)** days prior to filing a permit application.

Date of Notice: 04/21/2025

Date Permit Application Filed: 5/21

Delivery method pursuant to West Virginia Code § 22-6A-16(b)

☐ HAND

DELIVERY

☒ CERTIFIED MAIL

RETURN RECEIPT REQUESTED

Pursuant to W. Va. Code § 22-6A-16(b), at least ten days prior to filing a permit application, an operator shall, by certified mail return receipt requested or hand delivery, give the surface owner notice of its intent to enter upon the surface owner's land for the purpose of drilling a horizontal well: *Provided*, That notice given pursuant to subsection (a), section ten of this article satisfies the requirements of this subsection as of the date the notice was provided to the surface owner: *Provided, however*, That the notice requirements of this subsection may be waived in writing by the surface owner. The notice, if required, shall include the name, address, telephone number, and if available, facsimile number and electronic mail address of the operator and the operator's authorized representative.

Notice is hereby provided to the SURFACE OWNER(s):

Name: Amy M. Frye & Corrie L. Frye

Address: 782 McCutcheon Road

Triadelphia, WV 26059

Name: _____

Address: _____

Notice is hereby given:

Pursuant to West Virginia Code § 22-6A-16(b), notice is hereby given that the undersigned well operator has an intent to enter upon the surface owner's land for the purpose of drilling a horizontal well on the tract of land as follows:

State: West Virginia

County: Ohio

District: Triadelphia

Quadrangle: Valley Grove, WV

Watershed: Marlow Run of Middle Wheeling Creek

UTM NAD 83 Easting: 536,080.453

Northing: 4,433,736.003

Public Road Access: McCutcheon Road

Generally used farm name: Charles Frye OHI

This Notice Shall Include:

Pursuant to West Virginia Code § 22-6A-16(b), this notice shall include the name, address, telephone number, and if available, facsimile number and electronic mail address of the operator and the operator's authorized representative. Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57th Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting www.dep.wv.gov/oil-and-gas/pages/default.aspx.

Notice is hereby given by:

Well Operator: Expand Energy Company, LLC

Address: 1300 Fort Pierpont Dr., Suite 201

Morgantown, WV 26508

Telephone: (304) 209-5685

Email: steve.pauley@expandenergy.com

Facsimile: _____

Authorized Representative: Steven Pauley

Address: _____

Telephone: _____

Email: _____

Facsimile: _____

RECEIVED
Office Of Oil and Gas

1300 Fort Pierpont Dr., Suite 201

Morgantown, WV 26508

(304) 209-5685

steve.pauley@expandenergy.com
WV Department of
Environmental Protection

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07/04/2025

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
NOTICE OF PLANNED OPERATION

Notice Time Requirement: notice shall be provided no later than the **filing date of permit application.**

Date of Notice: 04/21/2025 **Date Permit Application Filed:** _____

Delivery method pursuant to West Virginia Code § 22-6A-16(c)

☒ **CERTIFIED MAIL** ☐ **HAND**
RETURN RECEIPT REQUESTED **DELIVERY**

Pursuant to W. Va. Code § 22-6A-16(c), no later than the date for filing the permit application, an operator shall, by certified mail return receipt requested or hand delivery, give the surface owner whose land will be used for the drilling of a horizontal well notice of the planned operation. The notice required by this subsection shall include: (1) A copy of this code section; (2) The information required to be provided by subsection (b), section ten of this article to a surface owner whose land will be used in conjunction with the drilling of a horizontal well; and (3) A proposed surface use and compensation agreement containing an offer of compensation for damages to the surface affected by oil and gas operations to the extent the damages are compensable under article six-b of this chapter. (d) The notices required by this section shall be given to the surface owner at the address listed in the records of the sheriff at the time of notice.

Notice is hereby provided to the SURFACE OWNER(s)

(at the address listed in the records of the sheriff at the time of notice):

Name: Dorothy V. Frye
Address: 849 McCutcheon Road
Triadelphia, WV 26059

Name: _____
Address: _____

Notice is hereby given:

Pursuant to West Virginia Code § 22-6A-16(c), notice is hereby given that the undersigned well operator has developed a planned operation on the surface owner's land for the purpose of drilling a horizontal well on the tract of land as follows:

State:	<u>West Virginia</u>	UTM NAD 83	Easting:	<u>536,080.453</u>
County:	<u>Ohio</u>		Northing:	<u>4,433,736.003</u>
District:	<u>Triadelphia</u>	Public Road Access:	<u>McCutcheon Road</u>	
Quadrangle:	<u>Valley Grove, WV</u>	Generally used farm name:	<u>Charles Frye OHI</u>	
Watershed:	<u>Marlow Run of Middle Wheeling Creek</u>			

This Notice Shall Include:

Pursuant to West Virginia Code § 22-6A-16(c), this notice shall include: (1) A copy of this code section; (2) The information required to be provided by **W. Va. Code § 22-6A-10(b)** to a surface owner whose land will be used in conjunction with the drilling of a horizontal well; and (3) A proposed surface use and compensation agreement containing an offer of compensation for damages to the surface affected by oil and gas operations to the extent the damages are compensable under article six-b of this chapter. Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57th Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting www.dep.wv.gov/oil-and-gas/pages/default.aspx.

Well Operator: Expand Energy Company, LLC
Telephone: (304) 209-5685
Email: steve.pauley@expandenergy.com

Address: 1300 Fort Pierpont Dr., Suite 201
Morgantown, WV 26508
Facsimile: _____

MAY 29 2025
WV Department of
Environmental Protection

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07/04/2025

Date Permit Application Filed:

Watershed: Marlow Run of Middle Wheeling Creek

Facsimile:

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07/04/2025



4706900379

**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION**

1900 Kanawha Boulevard East • Building Five • Room 109
Charleston, West Virginia 25305-0440 • (304) 558-0444

Michael J. DeMers
Deputy Secretary of Transportation

Stephen T. Rumbaugh, P.E.
Secretary of Transportation
Commissioner of Highways

May 2, 2025

James A. Martin, Chief
Office of Oil and Gas
Department of Environmental Protection
601 57th Street, SE
Charleston, WV 25304

Subject: DOH Permit for the Charles Frye Well Pad, Ohio County
Charles Frye OHI 210H Well Site Charles Frye OHI 410H Well Site

Dear Mr. Martin,

This well site will be accessed from a DOH permit #06-2011-0061 which has been transferred to Expand Operating, LLC for access to the State Road for a well site located off Ohio County Route 41/1 SLS MP 0.91.

This operator is in compliance with §22-6A-20 of the WV Code. Operator has signed a STATEWIDE OIL AND GAS ROAD MAINTENANCE BONDING AGREEMENT and provided the required Bond. This operator is currently in compliance with the DOH OIL AND GAS POLICY dated March 6, 2023. This letter is valid for permitting purposes for one year from the date of this letter.

Very Truly Yours,

Lacy D. Pratt
Central Office O&G Coordinator

Cc: Brittany Woody
Expand Operating, LLC
OM, D-6
File

07/04/2025

4706900379

Product Name	Product Use	Chemical Name	CAS Number
HCL	Solvent	Hydrochloric Acid	7647-01-0
		Water	7732-18-5
FSTI-CI-02	Corrosion Inhibitor	2-Butoxyethanol	111-76-2
		Ethylene glycol	107-21-1
		N,N-Dimethylformamide	68-12-2
		benzyl chloridequaternized	72480-70-7
		Cinnamaldehyde	104-55-2
		Isopropyl alcohol	67-63-0
		Poly(oxy-1,2-ethanediyl), .alpha.-(nonylphenyl)- .omega.-hydroxy-	9016-45-9
		1-Decanol	112-30-1
		1-Octanol	111-87-5
Triethyl phosphate		Triethyl phosphate	78-40-0
Ferriplex 80	Iron Control	Sodium Erythorbate	6381-77-7
Tolicide 4Frac	Biocide	Tetrakis(Hydroxymethyl) Phosphonium Sulfate	55566-30-8
		Quaternary ammonium compounds	68424-85-1
		Ethanol	64-17-5
		Water	7732-18-5
Plexsick 930	Friction Reducer	Hydrotreated Petroleum Distillate	64742-47-8
		Water	7732-18-5
		copolymer of 2-propenamide	69418-26-4
		Oleic Acid Diethanolamide	93-83-4
		Alcohol Ethoxylate Surfactants	68551-12-2
		Ammonium Chloride	12125-02-9
		Sodium Chloride	7647-14-5
Plexaid 655NM	Scale Inhibitor	ORGANIC PHOSPHONIC ACIDS SALTS	15827-60-8
		Water	7732-18-5
Plexsick V996	Friction Reducer	Hydrotreated Petroleum Distillate	64742-47-8
		Water	7732-18-5
		copolymer of 2-propenamide	69418-26-4
		Alcohol Ethoxylate Surfactants	68551-12-2
		Sodium Chloride	7647-14-5
Plexaid 655WG	Scale Inhibitor	ORGANIC PHOSPHONIC ACIDS SALTS	15827-60-8
		Water	7732-18-5
		Glycerin	67-56-1
Clearal 270	Biocide	Glutaraldehyde	111-30-8
		Didecyldimethylammonium Chloride	7173-51-5
		Quaternary Ammonium compounds, Benzyl-C12-C16-alkyldimethyl, Chlorides	68424-85-1
		Ethanol	64-17-5
		Water	7732-18-5
StimSTREAM SC 398 CW	Scale Inhibitor	Ethylene glycol	107-21-1
		CHEMSTREAM-Polymer-10001	CHEMSTREAM-Polymer-10001
		CHEMSTREAM-Polymer-10002	CHEMSTREAM-Polymer-10002
		Water	7732-18-5
StimSTREAM FR 9800	Friction Reducer	Chemstream-Alkane-00001	Chemstream-Alkane-00001
		Chemstream-Polymer-00001	Chemstream-Polymer-00001
		Ethoxylated alcohols (C12-16)	68551-12-2
		Water	7732-18-5
StimSTREAM FR 2800	Friction Reducer	Distillates (petroleum), hydrotreated light	64742-47-8
		Alcohols, C11-14-iso, C13-rich, ethoxylated	78330-21-9
		Water	7732-18-5
StimSTREAM FR 9725	Friction Reducer	Distillates (petroleum), hydrotreated light	64742-47-8
		Ammonium Chloride	12125-02-9
		Water	7732-18-5
StimSTREAM SC 398 C	Scale Inhibitor	CHEMSTREAM-Polymer-10001	CHEMSTREAM-Polymer-10001
		CHEMSTREAM-Polymer-10002	CHEMSTREAM-Polymer-10002
		Water	7732-18-5

As of 7/5/2023

Office of Surface Water
 MAY 29 2023
 WV Department of Environmental Protection

07/04/2025

OPERATOR: Expand Operating LLC

WELL NO: Charles Frye OHI 210H

PAD NAME: Charles Frye OHI

REVIEWED BY: _____

SIGNATURE: _____

Brittany Woody

WELL RESTRICTIONS CHECKLIST

HORIZONTAL 6A WELL

Well Restrictions

** Pad Built 6/3/11*

☐

At Least 100 Feet from Pad and LOD (including any E&S Control Feature) to any Perennial Stream, Lake, Pond, Reservoir or Wetland; OR

☐

DEP Waiver and Permit Conditions

☐

At Least 300 Feet from Pad and LOD (including any E&S Control Feature) to any Naturally Producing Trout Stream; OR

☐

DEP Waiver and Permit Conditions

☐

At Least 1000 Feet from Pad and LOD (including any E&S Control Feature) to any Groundwater Intake or Public Water Supply; OR

☐

DEP Waiver and Permit Conditions

☒

At Least 250 Feet from an Existing Water Well or Developed Spring to Well Being Drilled; OR

☐

Surface Owner Waiver and Recorded with County Clerk, OR

☐

DEP Variance and Permit Conditions

☐

At Least 625 Feet from an Occupied Dwelling Structure to Center of the Pad; OR

☐

Surface Owner Waiver and Recorded with County Clerk, OR

☐

DEP Variance and Permit Conditions

☐

At Least 625 Feet from Agricultural Buildings Larger than 2500 Square Feet to the Center of the Pad; OR

☐

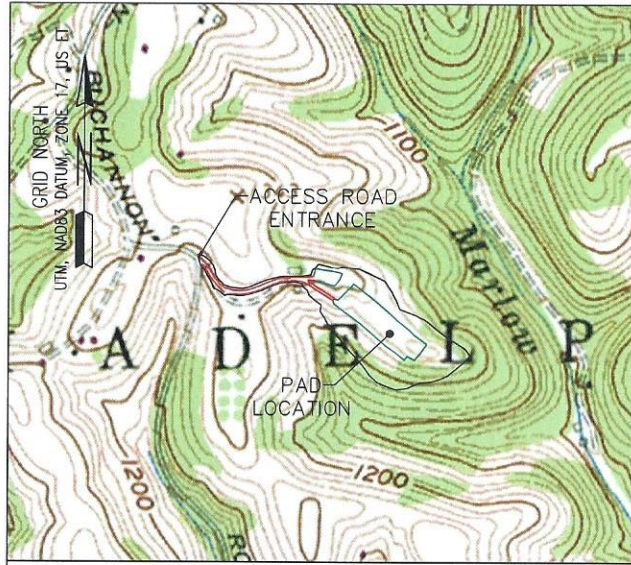
Surface Owner Waiver and Recorded with County Clerk, OR

☐

DEP Variance and Permit Conditions

07/04/2025

4706900379

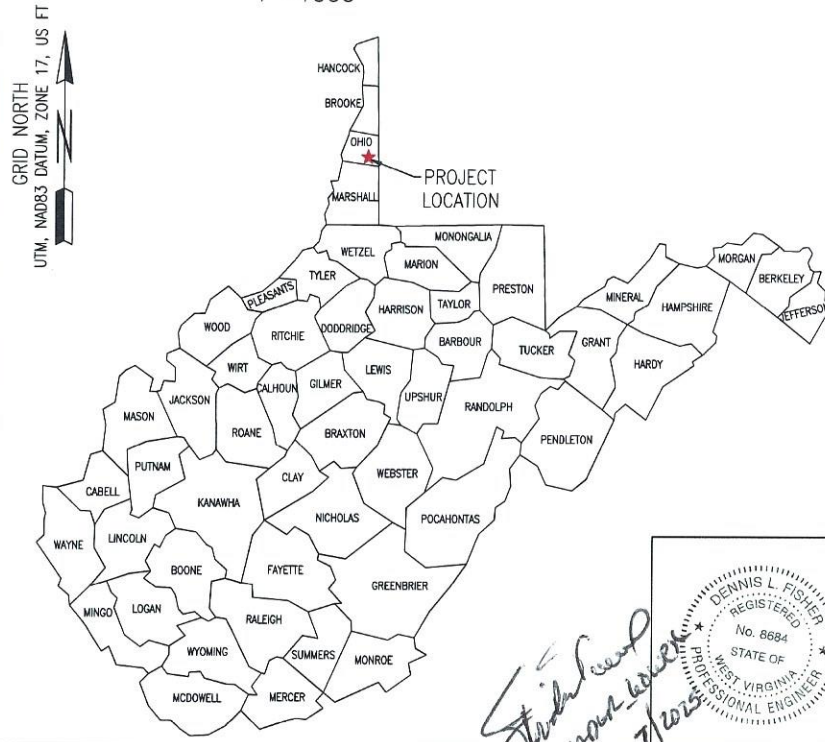


CHARLES FRYE OHI PAD CONSTRUCTION AND RECLAMATION PLAN AS-BUILT TRIADELPHIA DISTRICT, OHIO COUNTY, WV DECEMBER 2016

LOD

TOTAL DISTURBED AREA: 13.6 ACRES
ROAD DISTURBED AREA: 1.6 ACRES
PAD DISTURBED AREA: 12.0 ACRES

1000 0 1000
1"=1000



COORDINATES:
SITE ENTRANCE
(NAD83)
LAT: 40.054440
LONG: 80.581837

AT FRYE PAD
(NAD83)
LAT: 40.053623
LONG: 80.578343

CENTER OF PAD
(NAD83)
LAT: 40.053226
LONG: 80.577206

GATHERING AREA
(NAD83)
LAT: 40.054386
LONG: 80.581623

EXISTING WELLS:
FRYE OHI 1H
API:47-069-00161H
(NAD83)
LAT: 40.053102
LONG: 80.577108

FRYE OHI 3H
API:47-069-00079H
(NAD83)
LAT: 40.053125
LONG: 80.577146

FRYE OHI 5H
API:47-069-00090H
(NAD83)
LAT: 40.053077
LONG: 80.577070

FRYE OHI 6H
API:47-069-00162H
(NAD83)
LAT: 40.053144
LONG: 80.577062

FRYE OHI 8H
API:47-069-00163H
(NAD83)
LAT: 40.053169
LONG: 80.577101

FRYE OHI 10H
API:47-069-00091H
(NAD83)
LAT: 40.053121
LONG: 80.577025

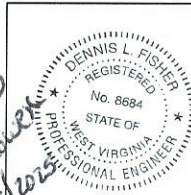
RECEIVED
Office of Oil and Gas
MAY 29 2025
WV Department of
Environmental Protection

SHEET INDEX	
TS.1	TITLE SHEET
EP2.1	EVACUATION ROUTE/ PREVAILING WIND
EP2.2	EVACUATION ROUTE/ PREVAILING WIND
AS3.1	ASBUILT OVERVIEW
AS3.2	ASBUILT
AS3.3	ASBUILT
AS3.4	ASBUILT
ASR4.1	CONSTRUCTION AND RECLAMATION ACCESS ROAD PROFILE
MRD5.1	RECLAMATION PLAN OVERVIEW
MRD5.2	RECLAMATION PLAN
MRD5.3	RECLAMATION PLAN
MRD5.4	RECLAMATION PLAN
MRD6.3	DETAILS
MRD6.4	DETAILS

REVISION	DATE
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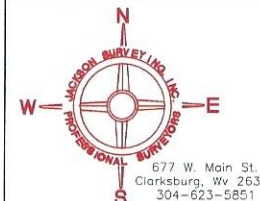
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Dennis L. Fisher RPE 8684

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Date:



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EXPAND OPERATING LLC
CHARLES FRYE OHI PAD
TRIADELPHIA DISTRICT, OHIO COUNTY, WV
DECEMBER 27, 2016