

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 Jim Justice , Governor Austin Caperton , Cabinet Secretary www.dep.wv.gov

Wednesday, May 31, 2017 WELL WORK PERMIT Horizontal 6A / New Drill

SWN PRODUCTION COMPANY, LLC (A) POST OFFICE BOX 12359

SPRING, TX 773914954

Re: Permit approval for ALAN H. DEGARMO BRK 405H

47-009-00195-00-00

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: ALAN H. DEGARMO BRK 405H

Farm Name: ALAN H. DEGARMO & MARY KAY DEGARMO, LIFE ESTATE

U.S. WELL NUMBER: 47-009-00195-00-00

Horizontal 6A / New Drill

Date Issued: 5/31/2017

Promoting a healthy environment.

API Number: 009-06195

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. <u>Failure to adhere to the specified permit conditions may result in enforcement action.</u>

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. 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.

API Number: 009-00195

PERMIT CONDITIONS

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.

4700900195

API NO. 47- 51

OPERATOR WELL NO. Alan H. Dogarmo BRK 405H Well Pad Name: Alan H. Degarmo BRK Pad

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

1) Well Operato	r: SWN Pr	oduction Co., LLC	49447757	Brooke	3- Buffal	247-Bethany
			Operator ID	County	District	Quadrangle
2) Operator's W	ell Number:	Alan H. Degarmo Bi	RK 405H Well Pad	Name: Alan I	H. Degarm	o BRK Pad
3) Farm Name/S	urface Owne	er: Alan & Mary Kay De	egarmo Public Road	d Access: Gen	iteel Ridge	Road
4) Elasatian and		1204'		-	1204!	
4) Elevation, cur	Ū		evation, proposed p			
,	(a) Gas <u> </u>	Oil	Onde	rground Storag	ge	
	(b)If Gas	Shallow x	Deep			
]	Horizontal x		\vec{c}	~10)
6) Existing Pad:	Yes or No	yes			THE)	12.14.16
, ·	-	n(s), Depth(s), Antic arget Top TVD- 5884', Tar	•		` '	ated Pressure- 3548
8) Proposed Total	al Vertical D	enth: 5925'				
9) Formation at						_
10) Proposed To						
11) Proposed Ho	orizontal Leg	Length: 9555.1'				
12) Approximate	e Fresh Wate	r Strata Depths:	206'			
13) Method to D	etermine Fre	esh Water Depths:	rom nearby water w	ells and petroph	ysical analy	sis of logs on the pad
14) Approximate	e Saltwater D	Depths: 429'				
15) Approximate	e Coal Seam	Depths: 271'	·			
16) Approximate	e Depth to Po	ossible Void (coal m	ine, karst, other): 👤	None that we a	are aware	of.
17) Does Propos	ed well locat	tion contain coal sea	ms			
directly overlyin	g or adjacent	t to an active mine?	Yes	No	x	
(a) If Yes, prov	vide Mine Inf	fo: Name:		O4 F	250-11	
		Depth:		9///09	of Oivel	<u> </u>
		Seam:		Ap.	-111Q	Gas
		Owner:			2017	
				Ellyword her		
				-11.116f	ila, juga	Of e:
					- 400	uo n

API NO. 47-4 - 00195

OPERATOR WELL NO. Atan H. Degarmo BRK 405H
Well Pad Name: Alan H. Degarmo BRK Pad

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	H-40	94#	100'	100'	CTS
Fresh Water	13 3/8"	New	H-40	48#	330'	330'	331 sx/CTS
Coal	9 5/8"	New	J-55	36#	1651'	1651'	643 sx/CTS
Intermediate	7"	New	J-55	20#	If Needed	If Needed	If Needed/As Needed
Production	5 1/2"	New	HCP-110	20#	15582'	15582'	lead 901sx tsil 2195sx/100' inside interne
Tubing	2 3/8'	New	HCP-110	4.7#	Approx. 5925'	Approx. 5925'	
Liners							

C-15/10 12-14.16

ТҮРЕ	Size (in)	Wellbore Diameter (in)	Wall Thickness (in)	Burst Pressure (psi)	Max. Associated Surface Pressure (psi)	Cement Type	Cement Yield (cu. ft./k)
Conductor	20"	30"	0.25	2120	81	Class A	1.19/50% Excess
Fresh Water	13 3/8"	17.5"	0.380	2740	633	Class A	1.19/50% Excess
Coal	9 5/8"	12 1/4"	0.395	3950	1768	Class A	1.19/50% Excess
Intermediate	7"	8 3/4"	0.317	4360	3250	Class A	1.20/15% Excess
Production	5 1/2"	8 3/4"	0.361	12360	9500	Class A	1.20/15% Excess
Tubing	2 3/8"	4.778"	0.190				
Liners							

PACKERS

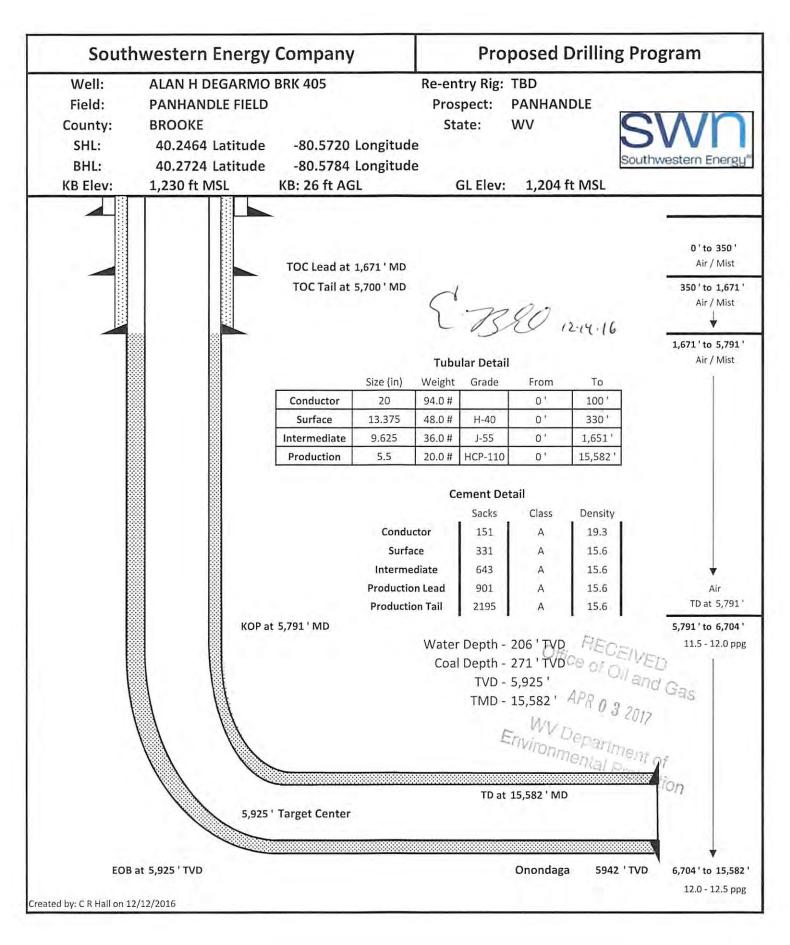
Kind:	10K Arrowset AS1-X	
Sizes:	5 1/2"	Office PECEIVED
Depths Set:		APR 03 and Gas

Environmental Protection Page 206/02/2017

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. Run casing not less than 20' below void nor more than 50' 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. The well is produced through surface facilities consisting of high pressure production unites, vertical separation units, water and oil storage tanks. Max press and anticipated max rate- 9000 lbs @ 80 barrels a minute.
21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres):
22) Area to be disturbed for well pad only, less access road (acres): \(\ldots \ldots \ldots \)
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:
25) Proposed borehole conditioning procedures: All boreholes will be conditioned with circulation and rotation for a minimum of one bettoms up and continuing until operator is satisfied with borehole conditions. APR 0 3 2017 Environmental Protection *Note: Attach additional sheets as needed.
*Note: Attach additional sheets as needed.

Schlumberger Cement Additives

			Ber Gerrent Additives	
	Product Name	Product Use	Chemical Name	CAS Number
Surface	S001	accelerator	calcium chloride	10043-52-4
Intermediate Surface	S001	accelerator	calcium chloride	10043-52-4
	D080	dispersant	sodium polynaphthalene sulfonate	9008-63-3
ین دو	D801	retarder	aromatic polymer derivative	propriatary
Kick Off Plug	D047	antifoam	polypropylene glycol	25322-69-4
	D167	fluid loss	aliphatic amide polymer	propriatary
	D154	extender	non-crystalline silica	7631-86-9
	D400	gas migration	boric acid	10043-35-3
			polypropylene glycol	25322-69-4
pea	D046	antifoam	fullers earth (attapulgite)	8031-18-3
Production-Lead			chrystalline silica	14808-60-7
읈	D201	retarder	metal oxide	propriatary
큣			sulphonated synthetic polymer	propriatary
Pre	D202	dispersant	formaldehyde (impurity)	propriatary
			polypropylene glycol	25322-69-4
	D046	antifoam	fullers earth (attapulgite)	8031-18-3
	D167	fluid loss	aliphatic amide polymer	propriatary
<u>=</u>			sodium polynaphthalene sulfonate	9008-63-3
- E	D065	dispersant	sodium sulfate	7757-82-6
Production-Tall			chrystalline silica	14808-60-7
ap o	D201	retarder	metal oxide	propriatary
Z	D153	anti-settling	chrystalline silica	14808-60-7



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

FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

Operator Name SWN Production Company, LLC	OP Code 494512924
Watershed (HUC 10) Upper Ohio South Quadrangle	Bethany
Do you anticipate using more than 5,000 bbls of water to complete the proposed	well work? Yes V No
Will a pit be used? Yes No 🗸	
If so, please describe anticipated pit waste:closed loop system in place at	this time- cuttings will be taken to a permitted landfill
Will a synthetic liner be used in the pit? Yes No I	f so, what ml.?
Proposed Disposal Method For Treated Pit Wastes:	
Land Application	
Underground Injection (UIC Permit Number	
Reuse (at API Number_at next anticipated well, API # will be income Off Site Disposal (Supply form WW-9 for disposal lo	
Other (Explain flow back fluids will be put in steel tanks a	
Will closed loop system be used? If so, describe: yes	
Drilling medium anticipated for this well (vertical and horizontal)? Air, freshwar	ter, oil based, etc. a from to KOP, fluid 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? see attached sheets	
Drill cuttings disposal method? Leave in pit, landfill, removed offsite, etc. land	fill
-If left in pit and plan to solidify what medium will be used? (cement, I	ime, sawdust)
-Landfill or offsite name/permit number? Meadow SWF-1032, SS grading SWF-4902, Northwester Arden Landtill 10072, American U2-12954, Country VVIde 383	m SWF-1025, Short Creek 1034WW0109517/ClD28725, Carbon Limeston 28725-ClD28725
Permittee shall provide written notice to the Office of Oil and Gas of any load of West Virginia solid waste facility. The notice shall be provided within 24 hours owhere it was properly disposed.	drill cuttings or associated waste rejected at any
I certify that I understand and agree to the terms and conditions of the con August 1, 2005, by the Office of Oil and Gas of the West Virginia Departmen provisions of the permit are enforceable by law. Violations of any term or con law or regulation can lead to enforcement action. I certify under penalty of law that I have personally examined and a application form and all attachments hereto and that, based on my inquiry obtaining the information, I believe that the information is true, accurate, and penalties for submitting false information, including the possibility of fine or improved that the information of the company Official Signature.	at of Environmental Protection. I understand that the dition of the general permit and/or other applicable arm familiar with the information submitted on this of those individuals immediately responsible for d complete. I am aware that there are significant
Company Official (Typed Name) Dee Southall	1000 2012 GAS
Company Official Title Regulatory Supervisor	OCH TON
Subscribed and sworn before me this 5th day of Decimber	Notary Public OFFICIAL ST
11120120	Notary Public, State
My commission expires 1111 4 d	BRITTANV 3302 Old
	Buckha 06/02/201

SWN Production Company, L	LC		
Proposed Revegetation Treatment: Acres I	Disturbed 16.14	Prevegetation p	ьн
Limeas determined by pH test min. 2 Tons/acr		• . =:	
Fertilizer type 10-20-20			
Fertilizer amount_600	lbs/	acre acre	
Mulch Hay/Straw 2.5	Tons/ac	re	
	Seed	<u>Mixtures</u>	
Temporary		Perm	anent
Seed Type lbs/acre **See Attachment	e 	Seed Type	lbs/acre
acreage, of the land application area. Photocopied section of involved 7.5' topog		17	
Plan Approved by:	(2.14.	6	
Comments:			
			-Offic Pa
_{Title:} oil and gas inspector		Date: 12-14-18-18-1	APPONTONO
Field Reviewed? () Yes	s (No One	APROGRAMA SAS
			W/ P/Opt



WVD Seeding Specification



To Order Seed contact Lyndsi Eddy Flippo office 570-996-4271 cell 501-269-5451 lyndsi_eddy@swn.com (please allow 7 to 10 days for delivery)

ORGANIC PROPERTIES

Seed Mixture: ROW Mix	SWN Supplied		
Orchardgrass	40%		
Timothy	15%		
Annual Ryegrass	15%		
Brown Top Millet	5%		
Red Top	5%		
Medium Red Clover	5%	All legumes are	
White Clover	5%	innoculated at 5x norma	
Birdsfoot Trefoil	5%	rate	
Rough Bluegrass	5%		
Apply @ 100lbs per acre		Apply @ 200lbs per acre Oct. 15th- April 15th PLUS	

S	O	ш	A	V	IFI	V	DI	VI	FI	J٦	S
	200		10.00	-			_				

10-20-20 Fertilizer *Apply @ 500lbs per Acre
Pelletized Lime Apply @ 2 Tons per Acre
*unless otherwise dictated by soil test results

50lbs per acre of Winter Wheat

Seeding Calculation Information:

1452' of 30' ROW/LOD is One Acre 871' of 50' ROW/LOD is One Acre 622' of 70' ROW/LOD is One Acre

April 16th- Oct. 14th

Synopsis:

Every 622 linear feet in a 70' ROW/LOD, you should be using (2) 50lb bags of seed, (4) 50lb bags of fertilizer and (80) 50lb bags of time (2x seed in winter months + 50lb Winter Wheat/ac).

Special Considerations:

Landowner Special Considerations including CREP program participants require additional guidance that is not given here. Discuss these requirements with SWN supervision at the beginning of the project to allow time for special seed delivery.

Seed Mixture: SWN Production Organic	Mix	SWN Supplied
Organic Timothy	50%	
Organic Red or White Clover	50%	
OR		
Organic Perennial Ryegrass	50%	
Organic Red or White Clover	50%	
Apply @ 100lbs per acre		Apply @ 200lbs per acre
April 16th- Oct. 14th		Oct. 15th- April 15th
Organic Fertilizer @ 200lbs per Acre		Pelletized Lime @ 2 Tons per Acre

Seed Mixture: Wetland Mix	SWN Supplied
VA Wild Ryegrass	20%
Annual Ryegrass	20%
Fowl Bluegrass	20%
Cosmos 'Sensation'	10%
Redtop	5%
Golden Tickseed	5%
Maryland Senna	5%
Showy Tickseed	5%
Fox Sedge	2.5%
Soft Rush	2.5%
Woolgrass	2.5%
Swamp Verbena	2.5%
Apply @ 25lbs per acre	Apply @ 50lbs per acre
April 16th- Oct. 14th	Oct. 15th- April 15th

MARCELLUS WELL DRILLING PROCEDURES AND WELL SITE SAFETY PLAN



SWN Production Company, LLC 179 Innovation Drive Jane Lew, West Virginia 26378

API NO. 47-XXX-XXXXX WELL NAME: Alan H. Degarmo BRK 405H **Bethany QUAD Buffalo DISTRICT Brooke COUNTY, WEST VIRGINIA**

Submitted by: Dee Southall	Date:	12/7/2016
Title: Regulatory Supervisor		Production Co., LLC
Approved by: Title: On a Go Ingerer	_ Date:	
Approved by:	Date:	
Title:	-	
SWN PRODUCTION COMPANY	, LLC	

Office of Oil and Gas

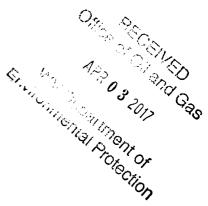
1. CONTACTS, SCHEDULES, AND MEETINGS

A. SWN Production Company, LLC: 24-Hour Emergency Hotline: 1-877-879-0376

B(a). Emergency Telephone Numbers, External Agencies

Agency Type/ Emergency Service	Name	Emergency Number
County Police	Brooke County	911 or 304-737-3660
State Police	Brooke County	911 or 304-737-3671
Ambulance Service	Brooke County	911 or 304-737-5002
Hospital	Brooke County	304-797-6000
Fire Department	Brooke County	911 or 304-829-4504
WV DEP Oil and Gas Inspector	Eric Blend	304-552-1179
WV DEP Inspector Supervisor	Joe McCourt	304-380-2467
WV DEP Oil and Gas Chief	James Martin	304-926-0499 x 1654

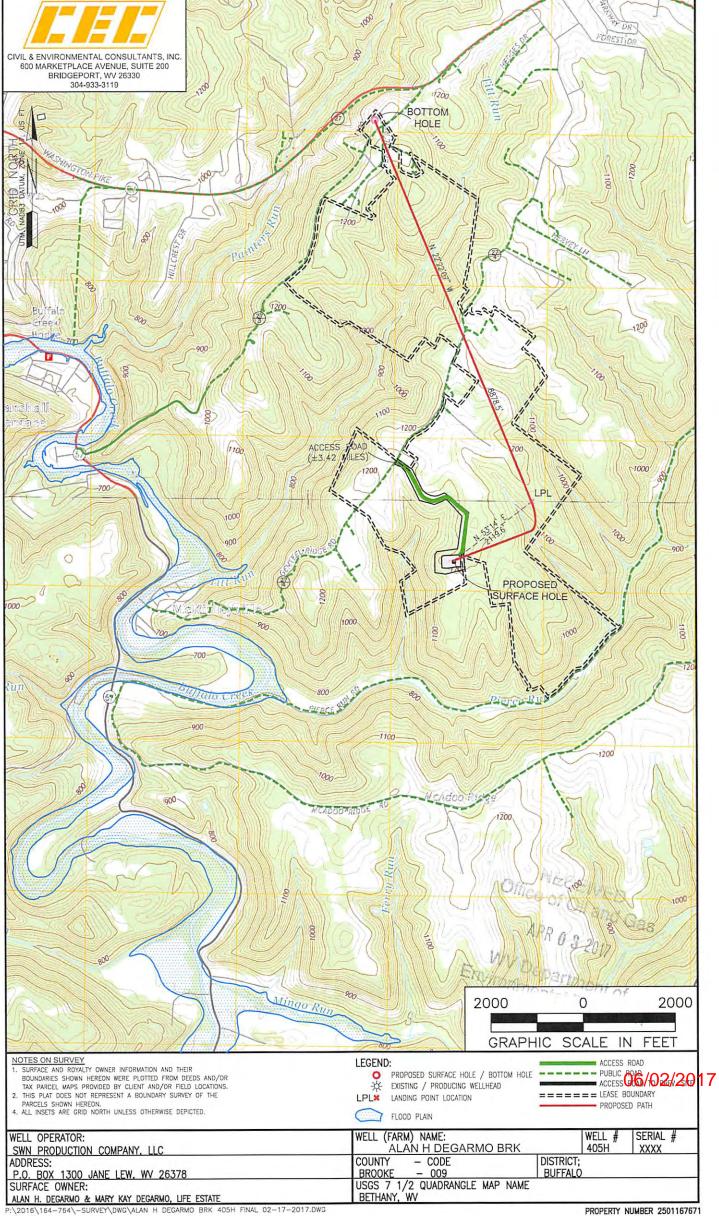
Emergency Telephone Numbers for SWN Production Company, LLC Personnel are found on the following table:

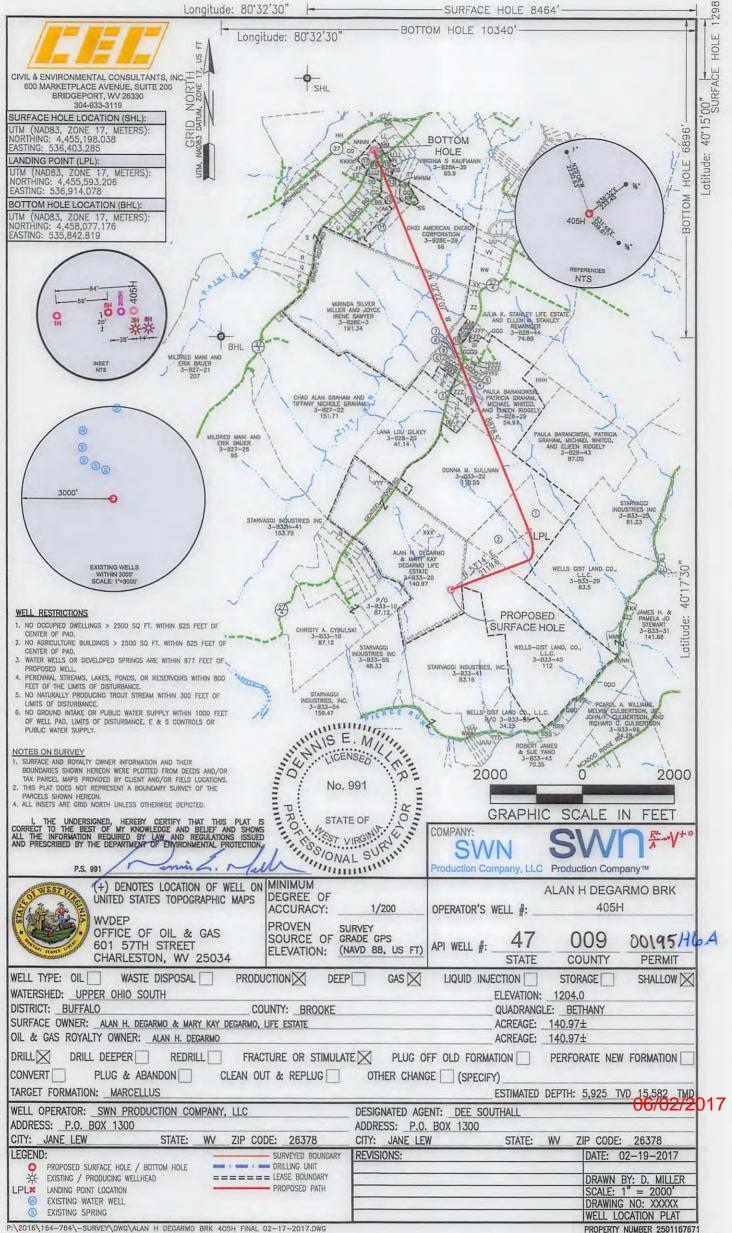


Phone Numbers for SWN Production Company, LLC Contractors:

Type of Contractor	Company Name	Telephone Number
Well Control Company	Wild Well Control	281-784-4700
Earthwork/Equipment	Burns Drilling and Excavating	724-428-4361
Earthwork/Equipment	Patriot One	724-579-0981
Remediation/Cleanup	EPS of Vermont	800-577-4557
Remediation/Cleanup	Ryan Environmental	304-842-5578
Heavy Equipment	Burns Drilling	724-428-4361
Rouster Crew	Roughcut	501-827-1221
Cleanup Supplies	Producers Supply	724-627-6800

Office True of City of





CIVIL & ENVIRONMENTAL CONSULTANTS, INC. 600 MARKETPLACE AVENUE, SUITE 200 BRIDGEPORT, WV 26330 304-933-3119

TRACT	SURFACE OWNER (S) / ROYALTY OWNER (R) ALAN H DEGARMO & MARY KAY DEGARMO, LIFE	IAA FARGEL	
	ESTATE	3-B33-20	140.97
TRACT	SURFACE OWNER	TAX PARCEL	ACRES
1	WELLS-GIST LAND, CO., L.L.C.	3-B33-24	26.41
2	WELLS-GIST LAND, CO., L.L.C.	3-B33-23	22.6
3	SHANNON L. RIDGELY & KAILI N. RIDGELY	3-B28-30	0.52
4	SHANNON L. RIDGELY & KAILI N. RIDGELY	3-828-31	0.72
5	MICHAEL & LORNA WHITCO	3-B28-32	0.58
6	ROBERT & PAULA WHITE	3-B28-12	0.86
7	THOMAS & MERCIDITA BLOXHAM	3-B28-11	0.50
В	CHAD GRAHAM & TIFFANY PEARSON	3-B28-10	0.50
9	JOHN & LUANNE SNYDER	3-B28-9	4.04
10	JOHN & LUANNE SNYDER	3-B28-8	4.38
11	NANCY BARTLETT	3-B28E-17	6.13
12	ROBERT & SHARON SWAIN	3-B28E-22	1.53
13	JOSEPH SPORKA, JR.	3-B28A-25	0.66
14	ROBERT & PATRICIA PLATT	3-B28A-32	0.66
15	RUTH GILCHRIST	3-B28A-24	0.64
16	JAMES & MICHELLE BURNS	3-B28A-22	0.81
17	CAROLYN K. NORTRON	3-B28A-14	3.492
18	CAROLYN K. NORTRON	3-B28A-12	1.0
19	EILEEN RIDGELY	3-B28-29.02	3.808
20	WEST VIRGINIA DEPARTMENT of TRANSPORTATION, DIVISION of HIGHWAYS	GENTEEL RIDGE ROAD	1.68

The said	ADJOINING OWNERS TABLE	Minnin	
TRACT	SURFACE OWNER	TAX PARCEL	ACRES
A	JOANN MYERS LIFE ESTATE AND JAMES W. MYERS REMAINDER	3-B33-19	2.40
В	THOMAS M. & DEBORAH J. OLDAKER	3-B33-1	2.39
C	MARY ANN CHARLTON &M DAVID M. EDWARDS	3-B33-21	1.5329
D	ALEXANDER AND DONNA DIGHT	3-B28-21	0.74
E	ALEXANDER AND DONNA DIGHT	3-B28-22	0.67
F	ALEXANDER AND DONNA DIGHT	3-B28-23	0.66
G	RYAN AND CAROLYN BOOK	3-B28-25	1.6
Н	CHARLES & MADELINE MCGOWAN	3-B28-26	1
	FRED & KELLI WENZEL	3-828-27	2.4
J	LANA LOU GILKEY	3-B28-19	B.83
K	GERALD & LEILA BRADY	3-B28-18	1.03
L	RONALD OSTROSKY	3-B28-17	1.02
M	WILLIAM M. WEAVER	3-B28-16	1.02
N	VERMURI HOME & GARDEN LLC	3-B27-20	0.459
0	DAVID E. & DEBORAH CRAWFORD	3-B27-19	1.6
P	DAVID E. & DEBORAH CRAWFORD	3-B27H-50	5.69
Q	JAMES AND KRISTIE FLOYD	3-B27H-49	5.03
R	MARY B. WILSON NORTHCRAFT	3-B27H-48	3.22
S	MIRINDA SILVER MILLER & JOYCE IRENE SILVER	3-B28E-3	191.3
T	JOEL LYNN ROGERS, SR.	3-B28E-4	1
U	JOEL LYNN ROGERS, SR.	3-B28E-14	1
٧	CHAD E. ROGERS	3-B28E-15	1
W	LARRY & JOAN NICHOLSON	3-B28E-16	1.13
X	MARY E. CROSS	3-B28E-18	1
Y	FRANK & SUSAN CANISTRARO	3-B28E-19	1
Z	WAYNE AND JOYCE ABERCROMBIE	3-B28E-20	2
AA	ROBERT & SHARON SWAIN	3-B28E-21	1
BB	ROBERT & SHARON SWAIN	3-B28E-23	1
CC	PAMELA BABINCHOK	3-B28E-11	0.82
DD	LARRY N. RICHARDS	3-B28A-20	1.31
EE	AARON MOZINGO & LINDA MOZINGO	3-B28A-16	1.5
FF	AARON MOZINGO & LINDA MOZINGO	3-B28A-15	1.438
GG	HELEN E. MARTINDILL	3-B28A-3	1.9
HH	ROBERT & MICHELLE FONNER	4-CC28-1	12.08
11	SCHIAPPA AND COMPANY, INC.	4-CC28-2	48.66

TRACT	ADJOINING OWNERS TABLE SURFACE OWNER	TAX PARCEL	ACRES
JJ	WILLIAM R. & MARGARET L. AFTANAS	4-CC28-3	0.51
KK	RALPH WALNOHA	3-B28A-5	1.3
LL	HOWARD & JESSIE COUNSELMAN		2000
		3-B28A-8	3.5
MM	DONALD AND DEBRA BOYER	3-B28A-11	0.95
NN	WILLIAM SHANNON	3-B28A-33	0.79
00	ROBERT DOUGLAS PLATT	3-B28A-31	0.7
PP	KENNETH E. & SHARON WILLIAMS	3-B28A-27	0.69
QQ	HERMAN & ANITA WILLIAMS	3-B28E-26	0.74
RR	CARL RICHARD SMITH	3-B28E-27	0.55
55	CARL RICHARD SMITH	3-B28E-28	0.5
TT	TERAH E. DAUGHTERY	3-B28A-28	1.33
1.1		J-020A-20	1.00
UU	CHARLES AND ELLEN THORNE LIFE TENANTS AND THERESA KING REMAINDERMAN	3-B28F-20	3.06
W	CHARLES AND ELLEN THORNE LIFE TENANTS AND THERESA KING REMAINDERMAN	3-B28F-21	4.39
WW	DEWITT STANLEY	3-B28F-61	8.038
XX	CALVIN & LYNETTE STANLEY	3-B28-1	0.85
YY	CALVIN & LYNETTE STANLEY	3-B28-2	1.15
ZZ	DANIEL STANLEY	3-B28-3	3.89
AAA	RIKKI & BRENDA LONG	3-B28-4	0.50
BBB	AMBER SUTAK	3-B28-5	0.50
CCC	ROBIN & SHARI REED	3-B28-6	0.50
DDD	VICKIE L. SMITH	3-B28-7	0.50
EEE	DONALD SWEARINGEN, III & BARBARA SWEARINGEN	3-B28-39	0.893
FFF	DAVID & ROSANNE POSTLETHWAIT	3-B28-40	1
GGG	DAVID & ROSANNE POSTLETHWAIT	3-B28-41	0.5
HHH	RANDY & PATRICIA GRAHAM	3-B28-42	4.59
111	STELLA MERWICK	3-B33-27	0.5
LUL	THEODORE & MELISSA EATON	3-B33-28	1.75
KKK	SHARON CUNNINGHAM	3-B33-32	1.06
LLL	JANICE EATON	3-B33-33	0.23
MMM	SHARON CUNNINGHAM	3-B33-30	4.24
NNN	WELLS-GIST LAND CO., L.L.C.	3-B33-34	1.95
_	WELLS-GIST LAND CO., L.L.C.	3-B33-35	34.25
000			
PPP	TRUSTEES OF THE STONE CHAPEL CHURCH	3-B33-36	0.3
QQQ	JON & MARLENA SMITH	3-B33-37	2
RRR	LEONA LAROCHE, LAWRENCE MCLAUGHLIN, & FLOYD HENNIS	3-B33-38	2.18
SSS	LEONA LAROCHE, LAWRENCE MCLAUGHLIN, & FLOYD HENNIS	3-B33-39	1.1
TIT	LISA MERIGO	3-B33-44	1
	The state of the s	3-B33-45	3.52
UUU	ANY & NICOLAS CROSS		-
W	CHARLES J. DIXON	3-B33-50	1
WWW	CHARLES J. DIXON	3-B33-51	0.21
XXX	KATHRYN DEGARMO	3-B33-20.1	2.50
YYY	PATRICK DEGARMO	3-B33-20.2	1.53
ZZZ	PATRICIA GRAHAM & PAULA BARANOWSKI	3-B28-28	2.24
AAAA	GARY & ALLISON CAVALLO	3-B28-15	1
BBBB	GARY & ALLISON CAVALLO	3-B28-14	1
	CANADA TO THE CONTROL OF THE CONTROL	3-B28-13	1
CCCC	GARY & ALLISON CAVALLO		
DDDD	MICHAEL & LORNA WHITCO	3-B28-33	1
EEEE	MICHAEL WHITCO	3-B28-34	0.79
FFFF	ANDREW & AMY NICKERSON	3-B28-35	0.85
GGGG	REBECCA HALL	3-B28-36	1
НННН	SUE HORNER	3-B28-37	1
	ROBERT C. STANLEY	3-B28-38.1	-
1111			-
JJJJ	SHARON & CHARLES HUNTER	3-B28A-21	0.94
KKKK	KENNETH & VALERIE WHETSELL	3-B28A-13	0.62
LLLL	KURT & MARY VOLEK	3-B28A-23	
MMMM	The second secon	3-B28A-26	0.93
	MIKE N. RYNIAWEC & SHIRLEY MAE RYNIAWEC	3-B28A-4	4.32

9-00195 HGA

REVISIONS:	COMPANY:	SWN Production Company, LLC	SN Production C	/ P 06/02/20 ompany™
	OPERATOR'S WELL #:	ALAN H DEGARM 405H	O BRK	DATE: 02-19-2017 DRAWN BY: D. MILLER
	DISTRICT: BUFFALO	COUNTY: BROOKE	STATE: WV	SCALE: N/A DRAWING NO: XXXXX WELL LOCATION PLAT 2

9-00195



SWN Production Company, LLC

P O Box 12359 Spring, Texas 77391-2359 www.swn.com

March 30, 2017

Ms. Laura Adkins WV DEP Office of Oil & Gas 601 57th St., SE Charleston, WV 25304

RE: SWN's proposed New Well: Alan H. Degarmo BRK 405H in Brooke County, West Virginia, Drilling under Genteel Ridge Road, Bradys Ridge Road, Washington Pike.

Dear Ms. Adkins:

SWN Production Company, LLC ("SWN") is applying for a drilling permit for the above referenced well. The State of West Virginia has raised some concern as to SWN's right to drill under Genteel Ridge Road, Bradys Ridge Road, Washington Pike. Please be advised that SWN has leased all mineral owners under said route as it relates to the above-referenced well and unit.

Thank you.

Sincerely,

Derek Clark Staff Landman

SWN Production Company, LLC

PO Box 12359

Spring, TX 77391-2359

Deres Clark.

Office of Oll and Gas

A: 0 3 3917

Environment

WW-6A1 (5/13)

Operator's Well No. Alan H Degarmo 405H

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 Attached Exhibit "A"

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

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: SWN Production Company, L.L.C

By: Its:

Staff Landman

06/02/2017

EXHIBIT "A"

Attached to and made a part of the State of West Virginia Oil and Gas Permit Form, WW-6A1, by SWN Production Company, LLC., Operator Alan H. Degarmo 405H

Brooke County, West Virginia

<u></u>	T						<u> </u>	
#	TMP	SURFACE OWNER	DEEDED ACREAGE	LEASE #	LESSOR	LESSEE	BOYALTY	Sk\be
1)	03-0B33-0020-0000-0000	Alan H. DeGarmo and Mark Kay Degarmo, Life Estate Kathryn A. DeGarmo and Patrick A. DeGarmo Remainder	140.97	729466-000	Alan H. DeGarmo, by and through his Attorney-in-Fact Mary Kathryn Hervey DeGarmo and Mary Kathryn Hervey DeGarmo, husband and wife (Life Estate Interest), Kathryn A. DeGarmo, a single woman (Remainder Interest), Patrick A. Degarmo, a single man (Remainder Interest)	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C. ()	4PR 03 2008	112/558 (7.30/780)
2)	03-0833-0040-0000-0000	Wells-Gist Land, Co., L.L.C.	112.00	735105-001	Carol Lynn Harms and Loren H. Harms, wife and husband	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	28/510 30/480
				735106-001	Robert J. Gierke and Rhonda A. Gierke, husband and wife	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	28/771 30/480
				735104-001	Lisa J. Sweeney, a single woman	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	28/505 30/480
				735142-001	Sandra M. Kaplafka and Michael S. Kaplafka, wife and husband	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	28/644 30/480
				7352 79 -001	Ella Marie Kasmarik, a widow appearing herein by and through Lisa M. Brichta, her Agent and Attorney-In-Fact	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	29/69 30/480
				735102-001	Phyllis Anne Wheeler and Jack D. Wheeler, wife and husband	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	28/495 30/480
				735216-001	Nelson Campbell Nicholls, III and Leslie S. Nicholls, husband and wife	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	28/725 30/480
				735217-001	Gertrude Margaret Burns and Robert J. Burns, wife and husband	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	28/730 30/480
				732753-001	Carolyn Kirchner Freeman and Lawrence M. Freeman, wife and husband	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	21/700 30/480
				732753-002	Paul Lakin Smith and Bonnie Smith, husband and wife	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	22/54 7 30/480
				732753-003	Rita Kay Wineman, fka Rita Kay Cominottie, a widow	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	23/595 30/480

							Gas	
				732753-004	John A. Cominotte, a widower	Chesapeake Appaiachia, L.L.C.	3 18.00%	23/800 30/480
				732753-005	Josie Lynn Moran, fka Josie Lynn Smith and William Moran, wife and husband	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.		23/605 30/480
				732753-006	Lisa Catlin, fka Lisa Smith and Shawn Catlin wife and husband	Chesapeake Appalachia, Lit.C. SWN Production Company, Lit.C.	0-18.00%	24/22 30/480
				732753-007	Robert Joseph Smith, single	Chesapeake Appalachia, L.C SWN Production Company, L.L.C.	18.00%	24/27 30/480
				732753-008	Galen Hartman Smith, Jr. and Lucille A. Smith, husband and wife	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	25/357 30/480
				732753-009	Frank Eugene Cominotti and Marilyn Cominotti, husband and wife	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	25/362 30/480
)	03-0B33-0041-0000-0000	Starvaggi Industries, Inc.	83.16	730135-000	Starvaggi Industries, Incorporated	Fortuna Energy, Inc. Chesapeake Appalachia, L.L.C.	12.50%	9/532 10/541
i)	03-0833-0022-0000-0000	Donna M. Sullivan	110.55	Pending	Donna M. Sullivan, widowed now single woman	SWN Production Company, L.L.C. SWN Production Company, L.L.C.	18.00%	30/ <u>480</u> 33/77
')	03-0833-0024-0000-0000	Wells-Gist Land, Co., L.L.C.	26.41	729983-000	Phoenix-Greenlawn Partners, Limted Partnership	Great Lakes Energy Partners, L.L.C. Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	12.50%	9/376 10/552 30/480
;)	03-0B33-0023-0000-0000	Wells-Gist Land, Co., L.L.C.	22.60	729983-000	Phoenix-Greenlawn Partners, Limted Partnership	Great Lakes Energy Partners, L.L.C. Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	12.50%	9/376 10/552 30/480
))	03-0833-0029-0000-0000	Paula Baranowski, Patricia Graham, Michael Whitco, and Eileen Ridgely	58.78	Pending	Patricia Graham	SWN Production Company, L.L.C.	16.00%	33/292
				Pending	Michael Whitco	SWN Production Company, L.L.C.	16.00%	33/289
				Pending	Paula Baranowski	SWN Production Company, L.L.C.	16.00%	Enclosed
	D7 0000 0000 0000 5			Pending	Eileen Ridgely	SWN Production Company, L.L.C.	16.00%	Enclosed
11)	03-0B28-0030-0000-0000	Shannon L. Ridgely and Kaili N. Ridgely	0.52	735497-001	Shannon L. Ridgely and Kaili N. Ridgely,	Chesapeake Appalachia, L.L.C.	17.00%	13/417
12)	03-0828-0031-0000-0000	Shannon L. Ridgely and Kaili N. Ridgely	0.72	735463-001	husband and wife Shannon L. Ridgely and Kaili N. Ridgely, husband and wife	SWN Production Company, L.L.C. Chesapeake Appalachia, L.L.C.	17.00%	30/480 14/52
13)	03-0828-0032-0000-0000	Michael and Lorna Whitco	0.58	735009-000	Michael H. Whitco and Lorna M. Whitco,		18.00%	30/480 28/417
23)	03-0828-0012-0000-0000	Robert and Paula White	0.86	745870-000	his wife Robert L. White and Paula J. White, husband and wife	SWN Production Company, L.L.C. SWN Production Company, L.L.C.	14.00%	30/480 33/24

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						. 4) jo	7 %
	03-0828-0011-0000-0000	Thomas and Mercidita Bloxham	0.50	745801-000	Thomas A. Bloxham and Mercidita R. Bloxham, husband and wife	SWN Production Company, L.L.C.	15.00%	327707.) O O
25)	03-0828-0010-0000-0000	Chad Graham and Tiffany Pearson	0.50	745890-000	Chad A. Graham and Tiffy N. Pearson Graham, husband and wife	SWN Production Company, L.L.C.	15.00%	32/712
26)	03-0828-0009-0000-0000	Dwight Minor	4.04	732035-000	John Snyder and Luanne Snyder, husband and wife	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18,05%	19/58
27)	03-0B28-0008-0000-0000	Dwight Minor	4.38	732035-000	John Snyder and Luanne Snyder, husband and wife	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	39/480 19/58
28)	03-0B28E-0003-0000-0000	Mirinda Silver Miller and Joyce Irene Sawyer	1,91.34	732912-001	Mirinda M. Zwicker, f/k/a Mirinda Silver Miller and Jack H. Zwicker, wife and husband	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	30/480 22/784 30/480
				732912-002	Joyce Miller Sawyer, f/k/a Joyce Irene Sawyer and Raymond Martin Sawyer,	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	22/791 30/480
29)	03-0B28E-0029-0000-0000	Ohio American Energy Incorporated	66.00	730135-000	Starvaggi Industries, Incorporated	Fortuna Energy, Inc. Chesapeake Appalachia, L.L.C.	12.50%	9/532 10/541
30)	03-0B28E-0017-0000-0000	Nancey Bartlett	6.13	732822-000	Nancy Acord, f/k/a Nancy M. Bartlett and James Acord, Husband and Wife	SWN Production Company, L.L.C. Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	30/480 22/201 30/480
11)	03-0B28E-0022-0000-0000	Robert and Sharon Swain	1.58	732916-000	Robert Allen Swain, a/k/a Robert A. Swain, and Sharon Sue Swain, a/k/a	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	23/16 30/480
32)	03-0828A-0025-0000-0000	Joseph Sporka, Jr.	0.66	732841-000	Sharon S. Swain. Husband and Wife Joseph Sporka, Jr, Single	Chesapeake Appalachia, L.L.C.	18.00%	23/247
5)	03-0B28A-0032-0000-0000	Robert and Patricia Platt	0.66	732841-000	Robert M. Platt and Patricia L. Platt, husband and wife	SWN Production Company, L.L.C. Chesapeake Appalachia, L.L.C.	18.00%	30/480 22/343
6)	03-0B28A-0024-0000-0000	Ruth Gilchrist	0.64	732734-000	Wayne Gilchrist and Ruth M. Gilchrist, husband and wife	SWN Production Company, L.L.C. Chesapeake Appalachia, L.L.C.	14.00%	30/480 21/541
17)	03-0B28A-0022-0000-0000	James and Michelle Burns	0.81	734770-000	James A. Burns and Michelle Burns, Husband and Wife	SWN Production Company, L.L.C. Chesapeake Appalachia, L.L.C.	18.00%	30/480 27/720
9)	03-0B28A-0014-0000-0000	Carolyn Norton	3.49	Pending	Carolyn K. Norton, a single female	SWN Production Company, L.L.C. SWN Production Company, L.L.C.	18.00%	30/480 33/706
1)	03-0B28A-0012-0000-0000	Carolyn Norton	1.00	Pending	Carolyn K. Norton, a single female	SWN Production Company, L.L.C.	18.00%	33/706
4)	03-0828-0029-0002-0000	Eileen Ridgely and Terrence Ridgely	3.81	Pending	Eileen Ridgely	SWN Production Company, L.L.C.	16.00%	Enclosed
		- ·	3.81	Pending	Terrence Ridgely	SWN Production Company, L.L.C.	16.00%	Enclosed
15)	Genteel Ridge Road	West Virginia Department of Transportation, Division of Highways	1.68	Pending	West Virginia Department of Transportation, Division of Highways	SWN Production Company, L.L.C.	20.00%	33/659

PAID-UP OIL & GAS LEASE

Lease	No.
Lense	No

1/15 - WV

This Lease, made this 31st day of January, 2017, and made effective the 15th day of December 2011, by and between Fileen Ridgely of 112 Fernwood Avenue, P.O. Box 6796, Wheeling, WV 26003, hereinafter called "Lessor," and SWN Production Company, L.L.C., a Texas limited liability company, 10000 Energy Drive, Spring, Texas 77389, hereinafter called "Lessor."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE, Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operato, cease to operate, plug, abandon, and remove wells; to use or install reads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construe pipelines with appartenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stared gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the District of Buffulo, in the County of Brooke, in the State of West Virginia, and described as follows:

**See Exhibit "A" attached hereto and by reference made a part hereof for lessehold descriptions **

described for the purposes of this agreement as containing a total of 142.02 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lense also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of ten (10) years from 12:00 A.M. December 15, 2011 (effective date) to 11:59 P.M. December 15, 2021 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands project/unitized therewith in search of oil, gas, or their constituents, or (ii) a well decined by Lessee to be capable of production is located on the Lessehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruntion

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. I essee has the option to extend the primary term of this Lease as to all or any part of the nerenge then covered horeby, for ano additional term of liver by years from the expiration of the primary-term of this leaver said asion-to-be-under the same terms and conditions as contained in this Loase. Lessee may exercise this option to entend this Lease if on or before the expiration-date of the primary term of this Lease, Lease, pays or tenders to the Leaser ar to the Leaser's credit an amount equal-to-the-sum of the initial consideration given for the execution hereof, which shall be poid in proportion to the number of net more actually extended. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the bease form clause extended this Lease beyond the primary term. If this option is exercised by Lessee the lease as extended with the reflect be treated as if the original primary term was Fen 18 1 years.
NO AUTOMATIC TERMINATION OR FORFETTURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeitme, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to may capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, fine, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining pennits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee. including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

APR 03 2017

Winnermanial Projection 06/02/2017 Environmental Protection

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making my prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good fuith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor,

proportionale to Lessor's percentage of ownership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5,00) per net acre per year. payable in advance. The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term or , if so exercised, the extended primary term hereof.

(B) ROYALTY: To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as

1. OIL: To deliver to the credit of Lessor a Royalty equal to one-eighth (1/8) of the net revenue realized by Lessee for all oil and any constituents thereof produced and marketed from the Leasehold, less the cost to transport, handle, separate, meter, treat, process and market the oil.

2. GAS: To pay Lesser on actual volumes of gas and any constituents thereof sold from said land, one-eighth of the net amount realized by Lessee, computed at the wellhead. As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and the point of sale. As used in this Lease, the term "post-production costs" shall mean all costs and expenses of (1) treating and processing oil and/or gas, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee, and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post-production costs shall include without limitation reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royally, Lessor may be required to execute a Division Order certifying Lessor's interest in production, Lessee may pay all taxes and fees levied upon the oil and gas as produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder. Lessee may withhold Royalty payment until such time as the total withheld exceeds one hundred dollars (\$100.00).

(C) DELAY IN MARKETING: In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is availing completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents, therefrom, and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as

payment of Royalty.

(D) SHITT-IN: In the event that production of oil, gas, or their constituents, is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royally for constructive production, pay a Shut-in Royally equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than (welve (12) months, this Lease shall

remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) DAMAGES: Lessee will remove nunceessary equipment and materials and reclaim all disturbed lands at the completion of all activities on the Leasehold, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or

marketable (imber

(F) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

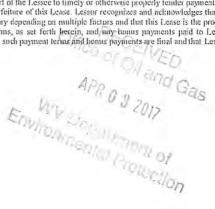
(G) CHANGE IN LAND OWNERSHIP. Lessee shall not be bound by any change in the ownership of the Leasehold until furnished by Lessor with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had notoecurred.

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights berein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved.

Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(f) LHENS: Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the delitor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and neknowledges that oil and gas lease payments, in the form of rental, home and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth begein, and any homes payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor



will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS. If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or parsuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, diffing, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty. Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres rescribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

<u>FACILITIES</u> Lessee shall not drill a well on the Lensehold within 200 feet of any structure located on the Lensehold without Lessor's written consent. Lessor shall not creet any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lense using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Lensehold and/or lands pooled/unitized therewith have permanently ceused production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rettal for as long thereafter as the Lensehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental auniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WILLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary heation, roadway and pipeline easements and rights of way, on any part of the Lonschold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands enside the Leasehold or lands pooled or unitized therewith or so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being maile to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000,00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lesse and said payment and term of this Lease, insolin as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abundanced. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and fajection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

the Lenschold fail to execute this Lense, the Lense shall nevertheless be binding upon all persons who do execute it is a Lense. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lense. There shall be no Lensehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

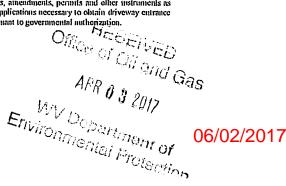
RIGHT OF FIRST REFUSAL. If at any time within the primary term of this lease or any continuation or extension thereof, Lossor receives any boan fide offer, acceptable to Lossor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all periment and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBIFERATION—In-the-event-of-a-disagreement-between Lesson and Lessee concerning this Lease or the associated Order of Payment-proformance thereinder, or disagreement by Lessee's operations, the resolution of all such disputes shall be determined by arbitration-in accordance with the rules of the American Arbitration Association. Arbitration shall be the explusive roundy-and-cover-all disputes, including but not limited to, the formation, execution, which your performance of the Lease and Order of Payment. All fees and each associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to entry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.



SURBINDER. Lessee, at any time, and from time to time, may surrender and cancel this Lense as to all or any part of the Lensehold by recording a Surrender of Lense and thereupon this Lense, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, readways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessee and their heirs, successors, and

FORCE MADEURE. All terms, provisions and express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. If Lossee is unable, in its sole discretion, to effectively accomplish the purposes and objectives of this Lease or to exercise its rights hereunder because of such laws, rules, regulations or orders, or if drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to tobtain necessary permits, equipment, sorvices, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, subotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's centrol, then this Lesse shall not terminate, in whole or in part, because of such inability, prevention or delay, and, at Lessee's option, the period of such inability, prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lense for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or intenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lense invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. **See Exhibit "A" attached hereto and by reference made a part hereof**

LESSOR:

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

Witness JOHN A. PLESA	Elven Ridgely Likery	(Seni
Witness		(Senf
Witness		(Seal
Occument prepared by: SWN Production Company, L.L.C., 1000 Energ	y Drive, Spring, Texas 77389.	

ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

COUNTY OF BROOKE

MARCH On this the 2 day of February, 2017, before me, the undersigned officer, personally appeared Eileen Ridgely known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SS:

OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA DANIEL J. GUIDA 3374 Main Street Weinton, WV 26062 My Commission Expires April 29, 2019 My Commission Expires:

Signature/Notary Public:

Name/Notary Public (print):

Office of Chang Gas

APR 03 2017

Without Department of 06/02/2017 Environmental Protection

Exhibit "A" Continued

Additional Provisions:

In the event of a conflict or inconsistency between the printed terms of this Lease and these added terms of this Lease, the added terms shall control and be deemed to supersede the printed terms of the lease.

ROYALTY- Notwithstanding Paragraphs B(1) and B(2), of the section entitled "PAYMENT TO LESSOR," the Lessee shall pay to the Lessor a Royalty of Sixteen Percent (16%) of the gross revenue realized by the Lessee.

GROSS PROCEEDS - All royalties due hereunder shall be based upon the gross proceeds received by Lessee for all oil, gas, and the constituents thereof produced and sold from the Lease, without any deductions whatsoever whether through cost deductions of the royalty, reductions in the purchase price, or otherwise.

SHUT-IN - Shut-in Royalty payments will be in the amount of Fifty Dollars (\$50.00) per acre.

SURFACE RIGHTS - The parties hereto agree that without a separate written agreement or order Lessee shall not have the right to drill wells, construct pipelines, construct access roads and/or install any other facilities on the surface of the herein described Leasehold.

Signed for Identification:

Little Rid all p

Eileen Ridgely

Environmental Protection 06/02/2017

Exhibit "A"

Addendum to Oil and Gas Lease dated January 31, 2017, and made effective the December 15, 2011, from Elleen Ridgely of 112 Fernwood Avenue, P.O. Box 6796, Wheeling, WV 26003, Lessor to SWN Production Company, LLC, as Lessee, covering 142.02 acres, more or less, situated in Buffalo District, Brooke County, West Virginia:

Leazehold Description:

<u>DESCRIPTION.</u> 'The Leasehold is located in the District of <u>Buffulo</u>, in the County of <u>Brooke</u>, in the State of West Virginia, and described as follows:

Property Tax Parcel Identification Number: <u>Tax Parcel I.D. 03-B28-0029-0000</u>

And is bounded formerly or currently as follows:
On the North by hads of: 0.3-128-0044, small tracts:
On the East by lands of: 0.3-128-0042, 0.043, 0.3-128-0029-0001;
On the South by lands of 0.3-1333-0022;
On the West by lands of 0.3-1328-0029-0002, small tracts:

and being a portion of lands described in Estate File of Michael Whiteo dated November 18, 2003, and recorded in Estate Book 23, at Page 71, and described for the purposes of this agreement as containing a total of \$4.97 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor;

Property Tax Parcel Identification Number: <u>Tax Parcel LD</u>, 03-B28-0043-0006 and is loxaded formerly or currently as follows: On the North by lands of: <u>03-B28-0029</u>, 0042, small <u>practs</u>;

On the East by lands of 03-1333-0025;

On the South by lands of 0.3-1333-0022: On the West by lands of 0.3-1328-0029;

and being a portion of lands described in Pistate File of Michael Whiteo dated November 18, 2003, and recorded in Estate Book 23, at Page 71, and described for the purposes of this agreement as containing a total of 87.05 Leaschuld acres, whether actually more or less, and including contiguous lands owned by Lessor:

Signed for Identification:

Litely Respective Respectiv

My Department of Environmental Prolection 06/02/2017

PAID-UP OIL & GAS LEASE

Lease	No.

1/15 - WV

This Lease, made this 31st day of January, 2017, and made effective the 15th day of December 2011, by and between Eileen Ridgely of 112 Fernwood Avenue, P.O. Box 6796, Wheeling, WV 26003, hereinafter called "Lessor." and SWN Production Company, L.L.C., a Texas limited liability company, 10000 Energy Drive, Spring, Texas 77389, hereinafter called "Lessor." WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessoe agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed methane gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons und non-hydrocarbons contained in, associated with, emitting from, or produced/originaling within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells, to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the District of Buffalo, in the County of Brooke, in the State of West Virginia, and described as follows

^^See Exhibit "A" attached hereto and by reference made a part hereof for leasehold descriptions^^

described for the purposes of this agreement as containing a total of 3.808 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lense also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of ten (10) years from 12:00 A.M. December 15, 2011 (effective date) to 11:59 P.M. December 15, 2021 (last day of primary term) and shall continue beyond the primary term as to the enthety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands procedunitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands probled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, pennit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement of

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TISEM, bessee has the eption to extend the primary term of this Lease as to all or any part of the acrosgo-then covered horeby, for one additional term of five 5 -) years from the expiration of the primary term of this Lease, said extension to be under the same terms and conditions as contained in this Lease. Lease, may exercise this uption to extend this Lease if our or-holaro-tho-expiration dute of the primary term of this Lease, Lessee pays or touders to the Lessor as to the Eesser's credit an amount equal-to-the sum of the initial-consideration given for the execution bereaf, which shall be paid in proportion to the number of not-acree equal-to-the-number of not acrescotually-ostended. Exercise of this option is at Lessee's sele-discretion and may be invoked by Lessee where no other attendative of the
Lease Term olouse extends this Lease beyond the primary term. If this option is exercised by Lessee where no other attendative of the
treated as if the original primary-turn was Tent. 10—19 years:

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of
Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture,

cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leaschold or any lands pooled/unitized therowith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee. including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).



06/02/2017

(B) LIMITATION OF FORFETTURE: This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's domaid and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

<u>PAYMENTS TO LESSOR.</u> In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessur's percentage of awnership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5,00) per net acre per year payable in advance. The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term or, it so exercised, the extended primary term hereof.

(B) ROYALTY: To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

- OIL: To deliver to the credit of Lessor a Royalty equal to one-eighth (1/8) of the net revenue realized by Lessee for all oil and any constituents thereof produced and marketed from the Lenschold, less the cost to transport, handle, separate, meter, freat, process and market the oil.
- 2. GAS: To pay Lessor on actual volumes of gas and any constituents thereof sold from said land, one-eighth of the net amount realized by Lessee, computed at the wellhead. As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and the point of sale. As used in this Lease, the term "post-production costs" shall mean all costs and expenses of (a) treating and processing oil and/or gas, and (b) separating liquid hydrocarbous from gas, other than condensate separated at the well, and (c) treating and processing oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation not delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee, and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and equipment, post-production costs shall include without limitation reasonable depreciation and mortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor may be required to execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas as produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder. Lessee may witihold Royalty payment until such time as the t

(C) DELAY IN MARKETING: In the event that Lessee drills a well on the Leasehold or lands poaled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gus, oil, or their constituents, therefrom, and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Dolay in Marketing payment equal in amount and frequency to the named Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) SHUT-IN: In the event that production of oil, gas, or their constituents, is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royally for constructive production, pay a Shut-in Royally equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and list leans shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) DAMAGES: Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of all activities on the Leaschold, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(P) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon uniling or dispatch. Where the due date for any payment specified herein falls on a holiday, Soturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

business day is finely.

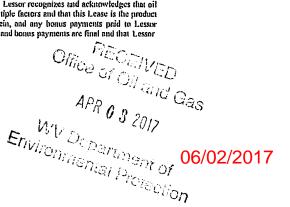
(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished by Lessor with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had notoccurred.

(11) TTTLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(1) LIENS: Lessee may, at its option, pay and discharge any past due taxes, martgages, judgments, or other liens and encumbrances on or ngainst any land or interest included in the Leaschold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereinder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the

(1) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the pant of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lesseor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor



will not seek to amend or modify the lense payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS. If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee

UNITIZATION AND POOLING. Lussor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or untitzing in one or more instances shall not exhaust Lessee's pooling and unitizing rights bereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leaschold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount,

Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lesser shall not improve, modify, degrade, or restrict roads and facilities bailt by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands proled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Lenschold or lands proted/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lense beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Lenschold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or hads pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereinder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lense and said payment and term of this Lense, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells lucated on the Leasehold or on lands probled or unitized therewith are plugged and abandoned. Lessar agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessoe for the purposes as hereinprovided.

TITLE AND INTERESTS. Lessor bereby warrants generally and agrees to defend this to the Lessehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Lenschold fail to execute this Lense, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drift, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or dumages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this lease or any continuation or extension thereof, receives any bona fide offer, acceptable to Lossor, to grant an additional lease which will take effect upon expiration of this Loase ("Top Lease") covering all or part of the Leasehold, Leasee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, homes consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer,

Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be until and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessor concerning this Lease or the associated Order of Paymont, performance thereunder, or damages caused by Lossoc's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive and Order of Paymont, All foor and disputes, including but not limited to, the formation, execution, validity and performance of the Lease ited with the arbitration chall be been oqually by Lessor and La

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or

modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, natifications, amendments, permits and other instruments us Lessee may request to carry out the purpose of this lease, including without limitation, applications accessary to obtain driveway culturate permits, and approvals of drilling or production units which Lessee may seek to form pursuant to constitute additional or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which Lessee may seek to form pursuant to constitute and approvals of drilling or production units which are constituted and approvals of drilling or production units which are constituted and approvals of drilling or production units which are constituted and approvals of drilling or production units which are constituted and approvals of drilling or production units which are constituted and approvals of drilling or prod

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and flabilities herein benefit and bind Lessee and their heirs, successors, and

ussigns.

FORCE MAJEURE. All terms, provisions and express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. If Lessee is unable, in its sole discretion, to effectively necomplish the purposes and objectives of this Lease or to exercise its rights hereunder because of such laws, rules, regulations or orders, or if drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, subotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, then this Lease shall not terminate, in whole or in part, because of such inability, prevention or delay, and, at Lessee's option, the period of such inability, prevention or delay shall be added to the term hereof, Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the tesult of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, or any appeal thereof.

SEVERABILITY. This Lense is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lense is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent ullowed by law. If a court of competent jurisdiction holds any provision of this Lense invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lense.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

See Exhibit "A" attached hereto and by reference made a part hereof

Witness WHEREOF, Lessor hereunto sets hand and seaf.

Witness JOHN A. PLESA

Witness GOHN A. PLESA

Witness (Seal)

Document prepared by: SWN Production Company, L.L.C., 1000 Energy Drive, Spring, Texas 77389.

ACKNOWLEDGMENT

STATE OF WEST VIRGINIA SS:

COUNTY OF BROOKE SS:

On this the Aday of March, 2017, before me, the undersigned officer, personally appeared <u>Eitern Ridgely</u>, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA DANIEL J. GUIDA 3374 Main Street Welston, WV 26062 My Commission Expires April 29, 2019 My Commission Expires:

Signature/Notary Public:

Name/Notary Public (print):

DAVIEL J Gue i D (2)

06/02/2017

Exhibit "A"

Addendum to Off and Gas Lease dated January 26, 2017, and made effective the December 15, 2011, from Effect Ridgely of 112 Fernwood Avenue, P.O. Box 6796, Wheeling, WV 26003, Lessor to SWN Production Company, LLC, as Lessee, covering 145.828 acres, more or less, situated in Buffalo District, Brooke County, West Virginia:

Leasehold Description;

<u>DESCRIPTION.</u> The Leasehold is located in the District of <u>Buffalo</u>, in the County of <u>Brooke</u>, in the State of West Virginia, and described as follows:

Property Tax Parcel Identification Number: <u>Tax Parcel I,D. 03-1128-8029-0002</u> and is bounded formerly or currently as follows:
On the North by lands of: <u>03-1328-0029</u>, <u>0030</u>;
On the East by lands of <u>03-1328-0029</u>;
On the South by lands of <u>03-1328-0029</u>;
South With by lands of <u>03-1328-0029</u>;
On the With by lands of <u>03-1328-0029</u>;

and being a portion of lands described in Estate File of Michael Whiteo dated November 18, 2003, and recorded in Estate Book 23, at Page 71, and described for the purposes of this agreement as containing a total of 3.808 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor;

On the West by lands of 03-1328-0028;

Come Office Offi

Exhibit "A"Continued

Additional Provisions:

In the event of a conflict or inconsistency between the printed terms of this Lease and these added terms of this Lease, the added terms shall control and be deemed to supersede the printed terms of the lease.

ROYALTY- Notwithstanding Paragraphs B(1) and B(2), of the section entitled "PAYMENT TO LESSOR," the Lessee shall pay to the Lessor a Royalty of Sixteen Percent (16%) of the gross revenue realized by the Lessee.

GROSS PROCEEDS - All royalties due hereunder shall be based upon the gross proceeds received by Lessee for all oil, gas, and the constituents thereof produced and sold from the Lease, without any deductions whatsnever whether through cost deductions of the royalty, reductions in the purchase price, or otherwise.

SHUT-IN - Shut-in Royalty payments will be in the amount of Fifty Dollars (\$50.00) per acre.

SIRFACE RIGHTS - The parties hereto agree that without a separate written agreement or order Lessee shall not have the right to drill wells, construct pipelines, construct access roads and/or install any other facilities on the surface of the herein described Leasehold.

Signed for identification:

Liller Cicyplay

Eileen Ridgely

Office of Oil and Gas

APR 03 2017

Environmental Protection 06/02/2017

PATD-HP OIL & GAS LEASE

Lease	No
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1/15 - WV

This Lease, made this 31st day of January, 2017, and made effective the 15th day of December 2011 by and between Paula Baranowski, of 1738 Rhyne Road, Dalins, North Carolina, a widower, hereinafter called "Lessor." and SWN Production Cumpany, L.L.C., a Texas limited liability company, 10000 Energy Drive, Spring, Texas 77389, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessor agree as follows

LEASING CLAUSE. Losser hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appartenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leusehold for

the drilling of a wellbore(s) for use in development of the Lenschold or other lands.

<u>DESCRIPTION.</u> The Lenschold is located in the District of <u>Buffalo</u>, in the County of <u>Brooke</u>, in the State of West Virginia, and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for leasehold descriptions

described for the purposes of this agreement as containing a total of 144.16 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lense also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of ten (10) years from 12:00 A.M. December 15, 2011 (effective date) to 11:59 P.M. December 15, 2021 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any end, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and as lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lense has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Leases ns the option to extend the primary term of this L or-before-the-expiration-date-of-the-primary-term-of-this-bease, Lessee-pays or tenders-to-the-besser-or-to-the-besser's eredit-on-panount oqual-to-the-sum-of-the-initial-consideration-given-for-the-execution-hereof, which-shall-be-paid-in-proportion-to-the-mumber-of-net-acres notually-extended.-Exercise-of-this-option is at-bessee's sale-discretion and may be invoked by-besse where no other-alternative-of-the Lease-Term-clause extends this Lease beyond the primary term-If this aption is exercised by Lessee the lease as extended will thereafter be

in clauses shall never be read as language of specimen clauses shall never be read as language of specimen clauses) shall never be read as language of specimen clauses shall never be read as language of specimen collistics or expiration and in favor of giving effect to the conscious sacs in effect under any of the alternative mechanisms set forth above. In comparison of the six of the specify to produce a profit over operating costs, without regional production in the six of energity to produce a profit over operating costs, without regional constituents, if the Lesses is engaged in geophysical and other exploratory work including, but not limited to the constituents of the laternative standard or any leads peoplysical and other exploratory work including that not be limited to a rule lates booked and interest dereverify favore health of the standard of further develop a modelatinity permiss and approvals associated therewith south activities showing a good failth effort to develop a well or that the cessation or interruption of activities was beyond the control of Lesses, including internal tentonics analysis to initiate and/or further develop a modelating permiss and approvals associated the intervith and many include reasonable gars in activities who when a good failth effort to develop a well or that the cessation or interruption of activities was beyond the control of Lesses, including internal tentonics analysis to initiate and/or further develop a modelating such activities showing a good failth effort to develop a well or that the cessation or interruption of activities was beyond the control of Lesses.

Application of the standard of the continuous of the control of the control

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lesson's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Leas

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor,

proportionale to Lessor's percentage of ownership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delny Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term or, if so exercised, the extended primary term hereof.

(B) ROYALTY: To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leaschold, as

1. Oil.: To deliver to the credit of Lessor a Royalty equal to one-eighth (1/8) of the net revenue realized by Lessee for all oil and any constituents thereof produced and marketed from the Leasehold, less the cost to transport, handle, separate, meter, treat, process and market the oil.

2. GAS: To pay Lessor on actual volumes of gas and any constituents thereof sold from said land, one-eighth of the net amount realized by Lessee, computed at the wellhead. As used in this leaso, the term "not amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and the point of sale. As used in this Lease, the term "post-production costs" shall mean all costs and expenses of (a) treating and processing oil and/or gas, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee, and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessoe may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines antifor equipment, post-production costs shall include without limitation reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor may be required to execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas as produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder. Lessee may withhold Royalty payment until such time as the total withheld exceeds one hundred dollars (\$100.00).

(C) DELAY IN MARKETING: In the event that Lessee drifts a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents, therefrom, and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) SHUT-IN: In the event that production of oil, gas, or their constituents, is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Lenschold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and offect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leaschold or to drill a new well on the Leaschold in an effort to re-establish production, whether from an original production from the Leasenbedt is an effort to re-establish production, whether from an original production from the only production from the only producing well on the Leaseshold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) DAMAGES: Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of all activities on the Leasehold, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or

(F) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

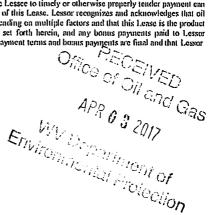
(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold natif furnished by Lessor with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable bereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lense which is presently in effect covering the Leasehold.

(1) LHENS: Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Lenschold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any fluttre payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mangage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a

subordination of the mortgage in a form acceptable to Lessee.

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, homes and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negoriations. Lesser hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lesser constitute full consideration for the Leaschold. Lesser further agrees that such payment terms and bonus payments are final and that Lesser



will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS. If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties hereunder shall be paid to Lossor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lossee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold scres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leaschold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount. Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without

Lessor's written consent. Lessor shall not creet any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lesser's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lenso using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells. including necessary location, roadway and pipeline easuments and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Lessehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed bereinder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lesson's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall oner a separate Disposal and Injection Agreement with Lessee for the purposes as hereinprovided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after nequired title. Should any person having title to the Lenschold fail to execute this Lense, the Lense shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee thils to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event-of-offingreement between Lesson and Lesson concerning this Lesso or the ussoninud Order of Payment, performance thereunder, or duminges caused by Lossee's operations, the resolution of all such disputes shall be determined by urbitration in accordance with the rules of the American Arbitration Association. Arbitration chall be the ex disputes, including but-not-limited to, the fermation, execution, validity and performance of the Lease and Order of Payment. All fees and sociated with the arbitration shall be barne equally by Lesser and Les

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if may). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or

Payment (II may, 1 m. modification of this Lease.

TITLE CURATIVE Lessor agrees to execute consents, affidavits, radifications, auromated and payment to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway support permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

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Environmental Protection 06/02/2017

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJFURE. All terms, provisions and express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. If Lessee is unable, in its sole discretion, to effectively accomplish the purposes and objectives of this Lease to exercise its rights hereunder because of such laws, rules, regulations or orders, or if drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or ensements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a suitifactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, then this Lease shall not terminate, in whole or in part, because of such inability, prevention or delay, and, at Lessee's option, the period of such inability, prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for threach of any express or implied covenants of this Lease for failure to emply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force impoure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term for any appeal thereof, shall be added to the term for any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

See Exhibit "A" attached hereto and by reference made a part hereof

Exhibit "A"

Addendum to Oil and Gas Lease dated January 31, 2017, and made effective the December 15, 2011, from Paula Baranowski of 1738 Rhyne Road, Dallus, North Carolina, Lessor to SWN Production Company, LLC, as Lessee, covering 144.16 acres, more or less, situated in Buffalo District, Brooke County, West Virginia:

Leasehold Description:

DESCRIPTION. The Leusehold is located in the District of <u>Buffalo</u>, in the County of <u>Brooke</u>, in the State of West Virginia, and described as follows:

Property Tax Parcel Identification Number: <u>Tax Parcel I.D. 03-B28-0028-0000</u> and is bounded formerly or currently as follows: On the North by lands of: <u>03-B28-0016</u>, <u>0017</u>, <u>0029</u>;

On the East by lands of 03-1328-0029;

On the South by lands of 03-1328-0027;

On the West by lands of 03-1328-0019;

and being a portion of lands described in Estate File of Michael Whiteo dated November 18, 2003, and recorded in Estate Book 23, at Page 73, and described for the purposes of this agreement as containing a total of 2.14 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lossor,

Property Tax Parcel Identification Number: <u>Tax Parcel I.D. 03-B28-0029-0000</u> and is bounded formerly or currently as follows:

On the North by lands of: 03-B28-0044, small tracts;

On the East by lands of <u>03-B28-0042, 0043, 03-B28-0029-0001</u>; On the South by lands of <u>03-B33-0022</u>; On the West by lands of <u>03-B28-0029-0002, small tracts</u>;

and being a portion of lands described in Estate File of Michael Whiteo dated November 18, 2003, and recorded in Estate Book 23, at Page 71, and described for the purposes of this agreement as containing a total of 54.97 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor,

Property Tax Parcel Identification Number: Tax Parcel 1.D. 03-B28-0043-0000

and is bounded formerly or currently as follows:
On the North by lands of: 03-B28-0029, 0042, small tracts;

On the East by lands of 03-B33-0025:

On the South by lands of 03-B33-0022

On the West by lands of 03-B28-0029;

and being a portion of lands described in 12state File of Michael Whiten dated November 18, 2003, and recorded in Estate Book 23, at Page 71, and described for the purposes of this agreement as containing a total of 87.05 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor;

Signed for Identification:

Paula Baranoud

Official Color Official Color Official Color Official Color Environmental Protection

Exhibit "A" Continued

Additional Provisions:

In the event of a conflict or inconsistency between the printed terms of this Lease and these added terms of this Lease, the added terms shall control and be deemed to supersede the printed terms of the lease.

ROYALTY- Notwithstanding Paragraphs B(1) and B(2), of the section entitled "PAYMENT TO LESSOR," the Lessee shall pay to the Lessor a Royalty of Sixteen Percent (16%) of the grass revenue realized by the Lessee.

GROSS PROCEEDS - All royalties due hereunder shall be based upon the gross proceeds received by Lessee for all oil, gas, and the constituents thereof produced and sold from the Lease, without any deductions whatsoever whether through cost deductions of the royalty, reductions in the purchase price, or otherwise.

SHUT-IN - Shut-in Royalty payments will be in the amount of Piffy Dollars (\$50.00) per acre.

SURFACE RIGHTS - The parties hereto agree that without a separate written agreement or order Lessee shall not have the right to drill wells, construct pipelines, construct access roads and/or install any other facilities on the surface of the herein described Leasehold.

Signed for Identification:
Paula Baranowski

Office of Cil and Gas

APR 0 \$ 2017

Environmental Proto6/02/2017

PAIDARP OIL & GAS LEASE

Lease	No
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1/15 - WV

This Lease, made this 31st day of January, 2017, and made effective the 15th day of December 2011, by and Terrance Ridgley of 301 Shangrila Lane, Wellsburg, WV 26070, hereinnfler called "Lessor," and SWN Production Company, L.L.C., a Texas limited liability company, 10000 Energy Drive, Spring, Texas 77389, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessoe

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal scam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pinclines with appartenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of approximate from the Lesschold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same thereifrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leaschold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the District of Buffalo, in the County of Brooke, in the State of West Virginia, and described as follows:

**See Exhibit "A" attached hereto and by reference made a part hereaf for leasehold descriptions **

described for the purposes of this agreement as containing a total of 3.808 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASIS TERM. This Lease shall remain in force for a primary term of ten (10) years from 12:00 A.M. December 15, 2011 (effective date) to 11:59 P.M. December 15, 2021 (last day of primary term) and shall continue beyond the primary term as to the entirely of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands probed/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands probed/unitized therewith. or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands probed/unitized therewith. (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary tenu of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Leases has the option to extend the primary term of this Lease as to all or any part of the or before the expiration date of the primary-term of this Leasee, Leasee pays or touters to the Leaser of the Leaser's credit an amount oqual to the sum-of the initial consideration given for the execution hereof, which shall be paid in proportion to the number of not acros actually-extended. Exercise of this option is at 1-essee's solo-discretion and may be invoked by 1-es Loaso Term clauso extends this tease beyond the primary term. If this option is exercised by Lessee the lease as extended will thereafter be s if the original primary term was Ten (10 -) years.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above, in connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands proded/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining pennits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

or regulatory delays associated of the second of the secon

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessec has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms

PAYMENTS TO LISSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor,

proportionate to Lessor's percentage of ownership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. The parties hereto agree that this is a Paid-Up Lesse with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term or , if so exercised, the extended primary term hereof.

(B) ROYALTY: To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as

1. Oll.. To deliver to the credit of Lessor a Royalty equal to one-eighth (1/8) of the net revenue realized by Lessee for all oil and any constituents thereof produced and marketed from the Leasehold, less the cost to transport, handle, separate, meter, treat, process and market the oil

2. GAS: To pay Lessor on actual volumes of gas and any constituents thereof sold from said land, one-eighth of the net amount realized by Lessee, computed at the wellhead. As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and the point of sale. As used in this Lease, the term "post-production costs" shall mean all costs and expenses of (a) treating and processing oil and/or gas, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee, and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services; or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post-production costs shall include without limitation reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor may be required to execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas as produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder. Lessee may withhold Royalty payment until such time as the total withheld exceeds one hundred dollars (\$100,00).

(C) DELAY IN MARKETING: In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gus, oil, or their constituents, therefrom, and there is no other basis for extending this Lease, Lessee shall pay nfler the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty

(D) SHUT-IN: In the event that production of oil, gas, or their constituents, is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen my well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) DAMACIES: Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of all activities on the Leaschold, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber

(F) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or disputch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailett or dispatched) on the next business day is timely.

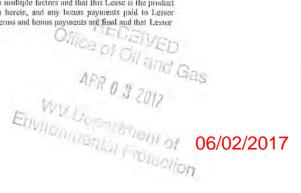
(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished by Lessor with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred,

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved

Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) LHENS: Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments, or other liena and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary. Lessee shall have the right to suspend the payment of any royalties due hereinder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lesse. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and my boaus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and homes payments are final and that Lessor



will not seek to mnend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS. If Lessor owns a tesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, diffling, operations in preparation or drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the decided acreage amount, Lessee may, at its ontion, rely on the latter as being determinative for the nurrower of this nanurant.

Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not creet any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline ensements and rights of way, on any part of the Lesschold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and may hydrocarbon related substances from any source, including, but not limited to wells on the Lesschold or lands pooled or unitized therewith or from properties and lands outside the Lesschold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Lesschold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this tense is not being maintained by any other provision contained herein and no other payments are being unde to Lessor as prescribed heremader, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000,00) per year, proportionately reduced to Lessor's ownership in the Lesschold and surface as it hears to the full mid undivided estate, beginning on the next amintersary date of this Lesse and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leaschold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee for the purposes as lerein provided.

having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as hereinprovided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Lessehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Lensehold fail to execute this Lense, the Lense shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively provented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this lease or any continuation or extension thereof,

RIGHT OF FIRST REFUSAL. If at my time within the primary term of this lease or any continuation or extension thereof, Lessor receives any bunn fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing aption by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, homes consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have tifteen (15) thys after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lossor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRACTION. In the ovent of a disagramment between Lessor and Lessee emerging this Lessor are the associated Order of

ARBITRATION. In the oven of a disagrounced between Lesser and Lesses consuming this Louis on the associated Order of Payment, performance theomoder, or demages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration. Association. Arbitration that he the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lesse and Order of Payment. All fees and costs associated with the arbitration chall be home equally by Lesser and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (If any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lesse.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, unendments, permits and other instruments as Lessee may request to earry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered, provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and

assigns.

FORCE MAJEURE. All terms, provisions and express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. If Lessee is unable, in its sole discretion, to effectively accomplish the purposes and objectives of this Lease or to exercise its rights hereunder because of such laws, rules, regulations or orders, or if drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations bereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or earriers to take or transport such production, or by any other cause not reasonably within Lessee's control, then this Lease shall not terminate, in whole or in part, because of such inability, prevention or delay, and, at Lessee's option, the period of such inability, prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or menforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate

the purpose of this Lease.

Tina M. Owen
c/o Daniel J. Guida. Esa
3374 Main St.
Weitlon, WY 26052
My Commission Expires September 17, 2017

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

ASSE Exhibit 32" and least begin and begin

ets hand and seal. LESSOR: L
Terrance Ridgley (Sea
(Sea
(Sea
mpany, L.L.C., 1000 Energy Drive, Spring, Texas 77,389. ACKNOWLEDGMENT
fore me, the undersigned officer, personally appeared <u>Terrance Ridgley</u> known to me (name is subscribed to the within instrument, and acknowledged that he executed the same f
nto set my hand and official seal. My Commission Expires: 4-17-3017 Signature/Notary Public: 24.4 M. Occur.

Exhibit "A"

Addendum to Oil and Gas Lease dated January 26, 2017, and made effective the December 15, 2011, from <u>Terrance Ridgely</u> of 301 Shangrila Lane, Wellsburg, WV 26070, to <u>SWN Production Company</u>, <u>LLC</u>, as Lessee, covering 145,828 acres, more or less, situated in Buffalo District, Bruoke County, West Virginia:

Leasehold Description:

<u>DESCRIPTION.</u> The Leasehold is located in the District of <u>Buffalo</u>, in the County of <u>Brooke</u>, in the State of West Virginia, and described as follows:

Property Tax Parcel Identification Number: <u>Tax Parcel I.D. 03-B28-0029-0002</u> and is bounded formerly or currently as follows:
On the North by lands of: <u>03-B28-0029, 0030;</u>
On the East by lands of <u>03-B28-0029;</u>
On the South by lands of <u>03-B28-0029, small tracts;</u>

On the West by lands of 03-B28-0028;

and being a portion of lands described in Estate File of Michael Whiteo dated November 18, 2003, and recorded in Estate Book 23, at Page 71, and described for the purposes of this agreement as containing a total of 3.808 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor;

Signed for Identification:

Office of Officer Officer of

Exhibit "A"Continued

Additional Provisions:

In the event of a conflict or inconsistency between the printed terms of this Lease and these added terms of this Lease, the added terms shall control and be deemed to supersede the printed terms of the lease.

ROYALTY- Notwithstanding Paragraphs B(1) and B(2), of the section entitled "PAYMENT TO LESSOR," the Lessee shall pay to the Lessor a Royalty of Sixteen Percent (16%) of the gross revenue realized by the Lessee.

GROSS PROCEEDS - All royalties due hereunder shall be based upon the gross proceeds received by Lessee for all oil, gas, and the constituents thereof produced and sold from the Lease, without any deductions whatsoever whether through cost deductions of the royalty, reductions in the purchase price, or otherwise.

SHUT-IN - Shut-in Royalty payments will be in the amount of Fifty Dollars (\$50.00) per acre.

SURFACE RIGHTS - The parties hereto agree that without a separate written agreement or order Lessee shall not have the right to drill wells, construct pipelines, construct access roads and/or install any other facilities on the surface of the herein described Leasehold.

Signed for Identification:

Terrance Ridgely

06/02/2017

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

	ce Certification:	A	API No. 47	- 8 -	00195
					an H. Degarmo BRK 405H
		,	Well Pad N	Name: Alan	H. Degarmo BRK Pad
Notice has					
	ne provisions in West Virginia Code	§ 22-6A, the Operator has provi	ded the req	uired parties	with the Notice Forms listed
	tract of land as follows:				
State:	WV		Easting:	536403.286	
County:	Brooke		Northing:	4455198.038	
District:	Buffalo	Public Road Acces		Genteel Ridge Road	
Quadrangle: Watershed:	Bethany	Generally used far	m name:	Alan H. Degar	no
watersned:	Upper Ohio South				
it has provid information r of giving the requirements Virginia Cod	the secretary, shall be verified and sed the owners of the surface description (b) and (c), so surface owner notice of entry to surface owner notice of entry to surface owner notice of subsection (b), section sixteen on the subsection (b), the applicant shall the subsection of the subsection (b) the applicant shall the subsection of the subsection of the subsection of the subsection (b).	bed in subdivisions (1), (2) and ection sixteen of this article; (ii) arvey pursuant to subsection (a of this article were waived in we ender proof of and certify to the	d (4), substhat the red), section the vriting by	ection (b), squirement w en of this a the surface	ection ten of this article, the as deemed satisfied as a result ticle six-a; or (iii) the notice owner; and Pursuant to West
-	West Virginia Code § 22-6A, the Op	saveter has attached awarf to thi	a Nation C	ertification	
			is Notice C	citification	
that the Ope	rator has properly served the require		is Notice C	ertification	OOG OFFICE USE ONLY
*PLEASE CHI	rator has properly served the require	d parties with the following:	ED BECAU	JSE NO	
*PLEASE CHI	rator has properly served the require	notice Not Require Notice Not Require SEISMIC ACTIVITY WAS	ED BECAU	JSE NO ΓED	ONLY RECEIVED/ NOT REQUIRED
*PLEASE CHI 1. NO	Tator has properly served the require ECK ALL THAT APPLY FICE OF SEISMIC ACTIVITY or	In NOTICE NOT REQUIRE SEISMIC ACTIVITY WAS	ED BECAU CONDUC' Y WAS CO	JSE NO FED ONDUCTED JSE	ONLY RECEIVED/ NOT REQUIRED
*PLEASE CHI 1. NO	Tator has properly served the require ECK ALL THAT APPLY FICE OF SEISMIC ACTIVITY or FICE OF ENTRY FOR PLAT SURV	In NOTICE NOT REQUIRED SEISMIC ACTIVITY WAS FOR THE NOTICE NOT REQUIRED NOTICE NOT REQUIRED NOTICE OF ENTRY FOR PICTURE NOTICE OF ENTRY FOR PICTURE NOTICE OF ENTRY FOR PICTURE NOTICE	ED BECAU CONDUC' Y WAS CO ED BECAU LAT SURV	USE NO FED ONDUCTEE USE FEY	ONLY RECEIVED/ NOT REQUIRED RECEIVED/ NOT REQUIRED
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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.

By:

Its:

Certification of Notice is hereby given:

THEREFORE, I_______, 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: SWN Production Co., LLC

Dee Southall

Regulatory Supervisor

Telephone: 832-796-1610

Address: P.O. Box 1300

Jane Lew, WV 26378

Facsimile: 304-471-2497

Email: Dee_Southall@swn.com

NOPARY SEAL
OFFICIAL SEAL
Notary Public, State of West Virginia
BRITTANY R WOODY
3302 Old Elkins Road
Buckhannon, WV 26201
My commission expires November 27, 2022

Subscribed and sworn before me this

day of

Notary Public

My Commission Expires

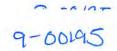
Oil and Gas Privacy Notice:

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 deprivacyofficer@wv.gov.

API NO. 47- 50 9- 00195
OPERATOR WELL NO. Alan H. Degarmo BRK 405H
Well Pad Name: Alan H. Degarmo BRK Pad

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

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Alan Degarmo BRK Pad - Water Purveyors w/in 1500'

Sources

Landowner

Address

Alan & Mary Kay Degarmo

76 Douglas Street, Wellsburg WV 26070 2 springs /

Office of OH and Gas

APR 0 3 2017

Environmental Protection

API NO. 47-60 9-OPERATOR WELL NO. Alan H. C. Well Pad Name: Alan H. Degarmo BRK Pad

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/oiland-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, if 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 himlehial Protection

API NO. 47-000 9 OPERATOR WELL NO. Alan H. Degarmo BRK 405H Well Pad Name: Alan H. Degarmo BRK Pad

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 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

Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to

NOTE: VOU ARE NOT REQUIRED TO FILE ANY COMMENT. Environmental Protection

API NO. 47069 - 00195
OPERATOR WELL NO. Alan H. Degarmo BRK 405H
Well Pad Name: Alan H. Degarmo BRK Pad

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.

API NO. 47-009 - 00195
OPERATOR WELL NO. Alan H. Degarmo BRK 405H
Well Pad Name: Alan H. Degarmo BRK Pad

Notice is hereby given by:

Well Operator: SWN Production Co., LLC

Telephone: 832-796-1610

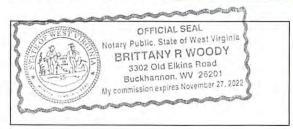
Email: Dee_Southall@swn.com

Address: P.O. Box 1300

Jane Lew, WV 26378 Facsimile: 304-471-2497

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 deprivacyofficer@wv.gov.



Subscribed and sworn before me this

day of

Notary Public

My Commission Expires

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 Date of Notic		provided at least TEN (10) days prior to filing a Date Permit Application Filed:	permit application.
Delivery met	hod pursuant to West Virgin	ia Code § 22-6A-16(b)	
☐ HAND	■ CERTIFIED	MAIL	
DELIVE		CEIPT REQUESTED	
receipt request drilling a hor of this subsect subsection mand if availab	sted or hand delivery, give the izontal well: <i>Provided</i> , That it tion as of the date the notice vay be waived in writing by the le, facsimile number and elect	least ten days prior to filing a permit application, surface owner notice of its intent to enter upon to otice given pursuant to subsection (a), section to as provided to the surface owner: <i>Provided, how</i> surface owner. The notice, if required, shall include onic mail address of the operator and the operator	the surface owner's land for the purpose of en of this article satisfies the requirements wever, That the notice requirements of this lude the name, address, telephone number,
Notice is ne Name: Alan & N	reby provided to the SUR		
Address: 76 D		Address:	
Wellsburg, WV 2	T.		
State:	West Virginia	Irilling a horizontal well on the tract of land as for the second of the tract of land as for the land as for	536,403.286
County:	Brooke	Northing:	4,455,198.038
District:	Buffalo	Public Road Access:	Genteel Ridge Rd.
Quadrangle: Watershed:	Bethany Upper Ohio South	Generally used farm name:	Alan H. Degarmo
This Notice Pursuant to V facsimile nun related to hor	Shall Include: West Virginia Code § 22-6A- nber and electronic mail addi- izontal drilling may be obtain	16(b), this notice shall include the name, address of the operator and the operator's authorized from the Secretary, at the WV Department of V 25304 (304-926-0450) or by visiting www.de	ed representative. Additional information of Environmental Protection headquarters,
Notice is he	reby given by:		
	r: SWN Production Company, LLC	Authorized Representative:	Mike Yates
Address:	PO Box 1300, 179 Innovation Drive	Address:	PO Box 1300, 179 Innovation Drive
	Jane Lew, WV 26378		Jane Lew, WV 26378
Telephone:	304-517-6603	Telephone:	304-517-6603
Email:	Michael_Yates@swn.com	Email:	Michael_Yates@swn.com
Facsimile:	304-471-2497	Facsimile:	304-471-2497
			11 A.

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 deprivacyofficer@wv.gov.

WW-6A5 (1/12)

Operator Well No. Alan H. Degarmo BRK 405H-

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

Delivery met	hod pursuant to West Virginia	Code § 2	2-6A-16(c)		
■ CERTI	FIED MAIL		HAND		
	RN RECEIPT REQUESTED		DELIVERY		
return receipt the planned of required to be drilling of a lidamages to the (d) The notice of notice.	requested or hand delivery, give operation. The notice required by provided by subsection (b), sect horizontal well; and (3) A propo- te surface affected by oil and gas are required by this section shall be	the surface by this sul- tion ten of osed surface operations be given to	te owner whose land osection shall incluse this article to a surface use and compenses to the extent the dather the surface owner a	d will be used for de: (1) A copy ace owner whose sation agreemer amages are com	cation, an operator shall, by certified mail or the drilling of a horizontal well notice of of this code section; (2) The information se land will be used in conjunction with the nt containing an offer of compensation for pensable under article six-b of this chapter, sted in the records of the sheriff at the time
	eby provided to the SURFACE s listed in the records of the sheri				
Name: Alan & M		iii at the th			
Address: 76 De		-/	Addres		
Wellsburg, WV 26			Addres	٥٠	
State:	the surface owner's land for the West Virginia			Eastings	536,403.286
County: District: Quadrangle: Watershed: This Notice S Pursuant to W to be provide horizontal we surface affect information r headquarters,	Brooke Buffalo Bethany Upper Ohio South Shall Include: Vest Virginia Code § 22-6A-16(code by W. Va. Code § 22-6A-10(dod by W. Va. Code § 22-6A-10(dod by W. Va. Code § 25-6A-10(dod by W.	(b) to a suse and con the extent be obtain	ce shall include: (1) Inface owner whose Inpensation agreeme The damages are content from the Secret	Northing: Access: ed farm name:)A copy of this e land will be unt containing arompensable unctary, at the WV	4,455,198.038 Genteel Ridge Rd. Alan H. Degarmo code section; (2) The information required used in conjunction with the drilling of a noffer of compensation for damages to the der article six-b of this chapter. Additional Department of Environmental Protection or by visiting www.dep.wv.gov/oil-and-
County: District: Quadrangle: Watershed: This Notice S Pursuant to W to be provide horizontal we surface affect information r headquarters, gas/pages/def	Brooke Buffalo Bethany Upper Ohio South Shall Include: Vest Virginia Code § 22-6A-16(cod by W. Va. Code § 22-6A-10(dod by W. Va. Code § 22-6A-10(dod by W. Va. Code § 25-6A-10(dod by W.	(b) to a suse and con the extent be obtain	Public Road Generally use ce shall include: (1 urface owner whose npensation agreeme the damages are co ned from the Secret ston, WV 25304	Northing: Access: ed farm name: A copy of this e land will be unt containing ar compensable unc tary, at the WV (304-926-0450)	4,455,198.038 Genteel Ridge Rd. Alan H. Degarmo code section; (2) The information required used in conjunction with the drilling of a noffer of compensation for damages to the der article six-b of this chapter. Additional Department of Environmental Protection or by visiting www.dep.wv.gov/oil-and-
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways 1900 Kanawha Boulevard East • Building Five • Room 110

Earl Ray Tomblin Governor

Charleston, West Virginia 25305-0430 • (304) 558-3505

Paul A. Mattox, Jr., P. E. Secretary of Transportation/ Commissioner of Highways

December 22, 2016

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 Alan H. Degarmo Pad, Brooke County Alan H. Degarmo BRK 405H 417-009-00195

Dear Mr. Martin,

The West Virginia Division of Highways has transferred Permit #06-2011-0596 for the subject site to Southwestern Energy for access to the State Road for the well site located off of Brooke County Route 27/4 SLS.

The operator has signed an 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 January 3, 2012.

Very Truly Yours,

Gary K. Clayton, P.E. Regional Maintenance Engineer

Central Office Oil &Gas Coordinator

Day L. Clayton

Cc: Brittany Woody

Southwestern Energy

CH, OM, D-6

File

W(Department of 06/02/2017

Product Name	Product Use	Chemical Name	CAS Number
		Hydrogen Peroxide	7722-84-1
EC6734A (Champion Technologies)	Biocide	Acetic Acid	64-19-7
		Peroxyacetic Acid	79-21-0
GYPTRON T-390 (Champion	Scale Inhibitor	Methanol	67-56-1
Technologies)	Scale Illilibitor	Nonyiphenoi Ethoxylate	Proprietary
		Glutaraldehyde	111-30-8
Bactron K-139 (Champion Technologies)	Biocide	Quaternary Ammonium Compounds, Benzyl-C12- 16-Alkyldimethyl, Chlorides	68424-85-1
		Ethanol	64-17-5
Bactron K-219 (Champion Technologies)	Biocide	Methanol	67-56-1
reuntologies)		Quaternary Ammonium Compounds, Benzyl-C12- 16-Alkyldimethyl, Chlorides	68424-85-1
		Methanol	67-56-1
A264 (Schlumberger)	Corrosion	Aliphatic Acids	Proprietary
(Sentimberger)	Inhibitor	Prop-2-yn-1-ol	107-19-7
		Aliphatic Alcohols, Ethoxylated #1	Proprietary
Myacide GA 25 (Schlumberger)	Biocide	Water	7732-18-5
Wiyacide GA 25 (schittmberger)	Biocide	Glutaral	111-30-8
Scale Inhibitor B317 (Schlumberger)	Carla Inhihitan	Trisodium Ortho Phosphate	7601-54-9
Scate Hittibitor BS17 (Schlumberger)	Scale Inhibitor	Ethane-1,2-diol	107-21-1
H215 (Schlumberger)	Hydrochloric Acid	Hydrochloric Acid	7647-01-0
J218 (Schlumberger)	Breaker	Diammonium Peroxidisulphate	7727-54-0
EB-Clean* J475 (Schlumberger)	Breaker	Diammonium Peroxidisulphate	7727-54-0
Water Geiling Agent J580 (Schlumberger)	Gel	Carbohydrate Polymer	Proprietary
Friction Reducer J609W	Friction	Ammonium Sulfate	7783-20-2
(Schlumberger)	Reducer	Urea	57-13-6
Crosslinker J610 (Schlumberger)	Crosslinker	Potassium Hydroxide	1310-58-3
Crossificer Joto (schlamberger)	Crossilikei	Aliphatic Polyol	Proprietary
Iron Stabilizer L58 (Schlumberger)	Iron Stabilizer	Sodium Erythorbate	6381-77-7
40/70-Mesh Sand S012 (Schlumberger)	Sand	Crystalline Silica	14808-60-7
Sand S100 (Schlumberger)	Sand	Crystalline Silica	14808-60-7
EC6486A (Nalco Champion)	Scale Inhibitor	Amine Triphosphate	Proprietary
		Ethylene Glycol	107-21-1
SSA-2 (Hailiburton)	Sand	Crystalline Silica	14808-60-7
FR-76 (Halliburton)	Friction Reducer	Inorganic salt Hydrotreated light petroleum distillate	64742-47-8
LCA-1 (Halliburton)		Hydrotreated light petroleum distillate	Proprietary
SP BREAKER (Halliburton)	Breaker	Sodium Persulfate	7775-27-1

Product Name	Product Use	Chemical Name	CAS Number
		Methanol	
HAI-150E (Hailiburton)	Corrosion —	Aliphatic Acids	NA NA
i	innibitor	Prop-2-yn-1-ol	
		Aliphatic Alcohols, Ethoxylated #1	
• .		•	t ·
Hydrochloric Acid 10-30% (Halliburton)		Hydrochloric Acid	7647-01-0
WG-36 Gelling Agent (Halliburton)	Gel	Polysaccharide	9000-30-0
BC-140C (Halliburton)	Crosslinker		NA



2000

PENNSYLVANIA

DEGARMO WELL PAD RECLAMATION AS-BUILT

BUFFALO DISTRICT BROOKE COUNTY, WEST VIRGINIA

> WVDEP OOG ACCEPTED AS-BUILT HAL 5-25-2017

LOD			
DESCRIPTION	ACRES		
ROAD DISTURBED AREA	9.46		
PAD DISTURBED AREA	6.68		
TOTAL	16.14		

LOD (REVISED)				
DESCRIPTION	ACRES			
ROAD DISTURBED AREA	9.46			
PAD DISTURBED AREA	6.68			
TOTAL	16.14			

SHEET INDEX

TS1. TITLE SHEET EVACUATION ROUTE / PREVAILING WIND EVACUATION ROUTE / PREVAILING WIND EP2.2

AS3.1 AS-BUILT OVERVIEW

AS3.2 AS-BUILT AS3.3

AS-BUILT AS3.4 AS-BUILT

ASR4.1 ACCESS ROAD PROFILE MRD5.1 RECLAMATION PLAN OVERVIEW

MRD5.2 RECLAMATION PLAN RECLAMATION PLAN MRD5.3

RECLAMATION PLAN MRD5.4 RECLAMATION DETAILS MRD6.3 MRD6.4 RECLAMATION DETAILS

MRD6.5 RECLAMATION DETAILS

RECLAMATION DETAILS MRD6.6

RECLAMATION DETAILS

WELL NAME	NAD 83 WEST VIRGINIA NORTH ZONE		
	LATITUDE	LONGITUDE	
H1 (PROPOSED)	40.246420	-80.572289	
H3 (EXISTING)	40.246385	-80.571981	
H5 (PROPOSED)	40.246433	-80.572088	
H8 (EXISTING)	40.246388	-80.571932	
H205 (PROPOSED)	40.246436	-80.572039	
H405 (PROPOSED)	40.246440	-80.571989	

SITE LOCATIONS	WEST VIRGINIA	
	LATITUDE	LONGITUDE
BEGINNING OF MAIN ACCESS ROAD	40.252258	-80.576422
MAIN ACCESS ROAD AT PAD	40.246810	-80.571468
CENTER OF PAD	40.246405	-80.572168
GATHERING AREA	40.240110	-80.574008

SUBMITTAL & REVISION RECORD		
NO	DATE	DESCRIPTION
Λ		







Eastern Panhandle

Civil & Environmental Consultants, Inc.

600 Marketplace Ave - Suite 200 - Bridgeport, WV 26330 Ph: 304,933,3119 · Fax: 304,933,3327

www.cecinc.com

SOUTHWESTERN PRODUCTION COMPANY **DEGARMO WELL PAD BUFFALO DISTRICT**

BROOKE COUNTY, WEST VIRGINIA DEGARMO RECLAMATION AS-BUILT

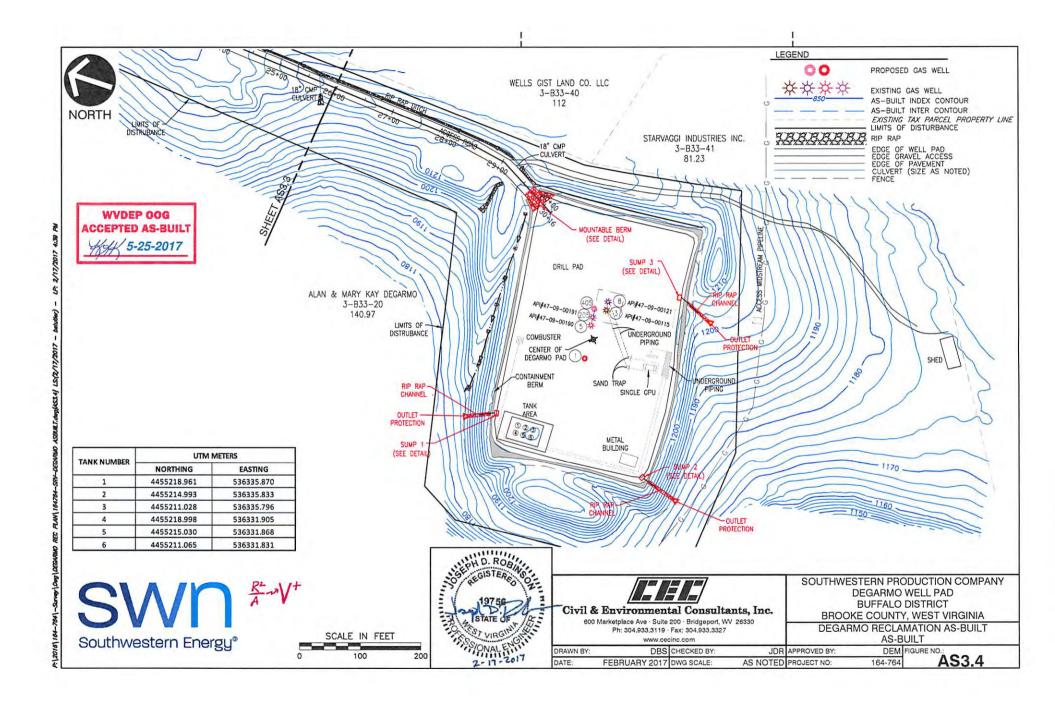
TITLE SHEET

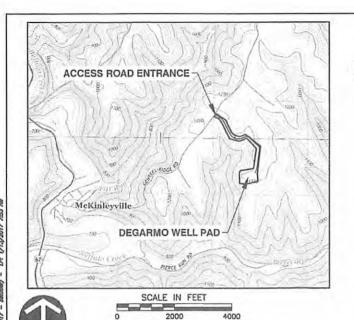
JDR APPROVED BY: DRAWN BY: DBS CHECKED BY: DEM FIGURE NO.: **TS1** FEBRUARY 2017 DWG SCALE: AS NOTED PROJECT NO: 164-764

NORTH

PROJECT AREA

2/17/2017 4:39 PM





DEGARMO WELL PAD RECLAMATION AS-BUILT

BUFFALO DISTRICT BROOKE COUNTY, WEST VIRGINIA

LOD	
DESCRIPTION	ACRES
ROAD DISTURBED AREA	9.46
PAD DISTURBED AREA	6.68
TOTAL	16.14

LOD (REVISED)	
DESCRIPTION	ACRES
ROAD DISTURBED AREA	9.46
PAD DISTURBED AREA	6.68
TOTAL	16.14



TITLE SHEET

EVACUATION ROUTE / PREVAILING WIND EVACUATION ROUTE / PREVAILING WIND

AS3.1 AS3.2 AS-BUILT OVERVIEW

AS-BUILT AS-BUILT AS3.3

AS3.4 AS-BUILT

ACCESS ROAD PROFILE RECLAMATION PLAN OVERVIEW ASR4.1

MRD5.1 RECLAMATION PLAN

MRD5.4

RECLAMATION PLAN
RECLAMATION PLAN
RECLAMATION DETAILS
RECLAMATION DETAILS

MRD6.5	RECLAMATION	DETAIL

WELL NAME	1000	D 83 A NORTH ZONE
	LATITUDE	LONGITUDE
H1 (PROPOSED)	40.246420	-80.572289
H3 (EXISTING)	40.246385	-80,571981
HS (PROPOSED)	40.246433	-80.572088
HB (EXISTING)	40.246388	-80.571932
H205 (PROPOSED)	40.246436	-80.572039
H405 (PROPOSED)	40.246440	-80.571989

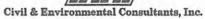
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GATHERING AREA	40.240110	-80.574008

	SUBMITTAL & REVISION RECORD		
NO	DATE	DESCRIPTION	
A			









600 Marketplece Ave · Suite 200 · Bridgeport, WV 26330 Ph: 304,933,3119 · Fax: 304,933,3327 www.cecinc.com

BUFFALO DISTRICT BROOKE COUNTY, WEST VIRGINIA DEGARMO

RECLAMATION AS-BUILT

SOUTHWESTERN PRODUCTION COMPANY DEGARMO WELL PAD

DRAWN BY: DBS CHECKED BY: LM APPROVED BY: DM FIGURE NO .: TS1 JAN. 2017 DWG SCALE: AS NOTED PROJECT NO: 164-764

NORTH PROJECT AREA -PENNSYLVANIA Eastern

