



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

Austin Caperton , Cabinet Secretary
www.dep.wv.gov

Monday, February 12, 2018
WELL WORK PERMIT
Horizontal 6A / New Drill

SWN PRODUCTION COMPANY, LLC
POST OFFICE BOX 12359

SPRING, TX 773914954

Re: Permit approval for MIKE RYNIAWEC BRK 1H
47-009-00242-00-00

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: MIKE RYNIAWEC BRK 1H
Farm Name: MIKE RYNIAWEC
U.S. WELL NUMBER: 47-009-00242-00-00
Horizontal 6A / New Drill
Date Issued: 2/12/2018

Promoting a healthy environment.

PERMIT CONDITIONS

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

CONDITIONS

1. This proposed activity may require permit coverage from the United States Army Corps of Engineers (USACE). Through this permit, you are hereby being advised to consult with USACE regarding this proposed activity.
2. If the operator encounters an unanticipated void, or an anticipated void at an unanticipated depth, the operator shall notify the inspector within 24 hours. Modifications to the casing program may be necessary to comply with W. Va. Code § 22-6A-5a (12), which requires drilling to a minimum depth of thirty feet below the bottom of the void, and installing a minimum of twenty (20) feet of casing. Under no circumstance should the operator drill more than one hundred (100) feet below the bottom of the void or install less than twenty (20) feet of casing below the bottom of the void.
3. When compacting fills, each lift before compaction shall not be more than 12 inches in height, and the moisture content of the fill material shall be within limits as determined by the Standard Proctor Density test of the actual soils used in specific engineered fill, ASTM D698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort, to achieve 95 % compaction of the optimum density. Each lift shall be tested for compaction, with a minimum of two tests per lift per acre of fill. All test results shall be maintained on site and available for review.
4. Operator shall install signage per § 22-6A-8g (6) (B) at all source water locations included in their approved water management plan within 24 hours of water management plan activation.
5. Oil and gas water supply wells will be registered with the Office of Oil and Gas and all such wells will be constructed and plugged in accordance with the standards of the Bureau for Public Health set forth in its Legislative rule entitled *Water Well Regulations*, 64 C.S.R. 19. Operator is to contact the Bureau of Public Health regarding permit requirements. In lieu of plugging, the operator may transfer the well to the surface owner upon agreement of the parties. All drinking water wells within fifteen hundred feet of the water supply well shall be flow tested by the operator upon request of the drinking well owner prior to operating the water supply well.
6. Pursuant to the requirements pertaining to the sampling of domestic water supply wells/springs the operator shall, no later than thirty (30) days after receipt of analytical data provide a written copy to the Chief and any of the users who may have requested such analyses.
7. 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: 9-00242

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.

CK Paid
 \$5150.00 11/14/17
 1029935

WW-6B
 (10/14)

API NO. 47-009 - 00242
 OPERATOR WELL NO. Mike Ryniawec BRK 1H
 Well Pad Name: Mike Ryniawec PAD

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

- 1) Well Operator: SWN Production Co., LLC 49447757 009-Brooke 3- Buffalo 247-Bethany
 Operator ID County District Quadrangle
- 2) Operator's Well Number: Mike Ryniawec BRK 1H Well Pad Name: Mike Ryniawec PAD
- 3) Farm Name/Surface Owner: Mike Ryniawec Public Road Access: Lazear Run Road
- 4) Elevation, current ground: 1147' Elevation, proposed post-construction: 1147'
- 5) Well Type (a) Gas Oil _____ Underground Storage _____
 Other _____
 (b) If Gas Shallow Deep _____
 Horizontal
- 6) Existing Pad: Yes or No yes
- 7) Proposed Target Formation(s), Depth(s), Anticipated Thickness and Associated Pressure(s):
Target Formation- Marcellus, Target Top TVD- 5904', Target Base TVD- 5945', Anticipated Thickness- 41', Associated Pressure- 3884
- 8) Proposed Total Vertical Depth: 5934'
- 9) Formation at Total Vertical Depth: Marcellus
- 10) Proposed Total Measured Depth: 16827'
- 11) Proposed Horizontal Leg Length: 10496.5'
- 12) Approximate Fresh Water Strata Depths: 346'
- 13) Method to Determine Fresh Water Depths: salinity profile
- 14) Approximate Saltwater Depths: 645'
- 15) Approximate Coal Seam Depths: 342'
- 16) Approximate Depth to Possible Void (coal mine, karst, other): None that we are aware of.
- 17) Does Proposed well location contain coal seams directly overlying or adjacent to an active mine? Yes _____ No
- (a) If Yes, provide Mine Info: Name: _____
 Depth: _____
 Seam: _____
 Owner: _____

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#	426'	426'	415 sx/CTS
Coal	9 5/8"	New	J-55	36#	1691'	1691'	650 sx/CTS
Intermediate	7"	New	J-55	20#	If Needed	If Needed	If Needed/As Needed
Production	5 1/2"	New	HCP-110	20#	16827'	16827'	Lead 72000 gal 2026/1127 20000 gal
Tubing	2 3/8"	New	HCP-110	4.7#	Approx. 5934'	Approx. 5934'	
Liners							

S. J. 8.28.17

TYPE	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"			
Depths Set:				

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

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

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

Well will be perforated within the target formation and stimulated with a slurry of water, sand, and chemical additives at a high rate. This will be performed in stages with the plug and perf method along the wellbore until the entire lateral has been stimulated within the target formation. All stage plugs are then drilled out and the well is flowed back to surface. 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 @ 100 barrels a minute.

21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres): 14.99

22) Area to be disturbed for well pad only, less access road (acres): 9.69

23) Describe centralizer placement for each casing string:

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

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

See Attachment ***

25) Proposed borehole conditioning procedures:

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

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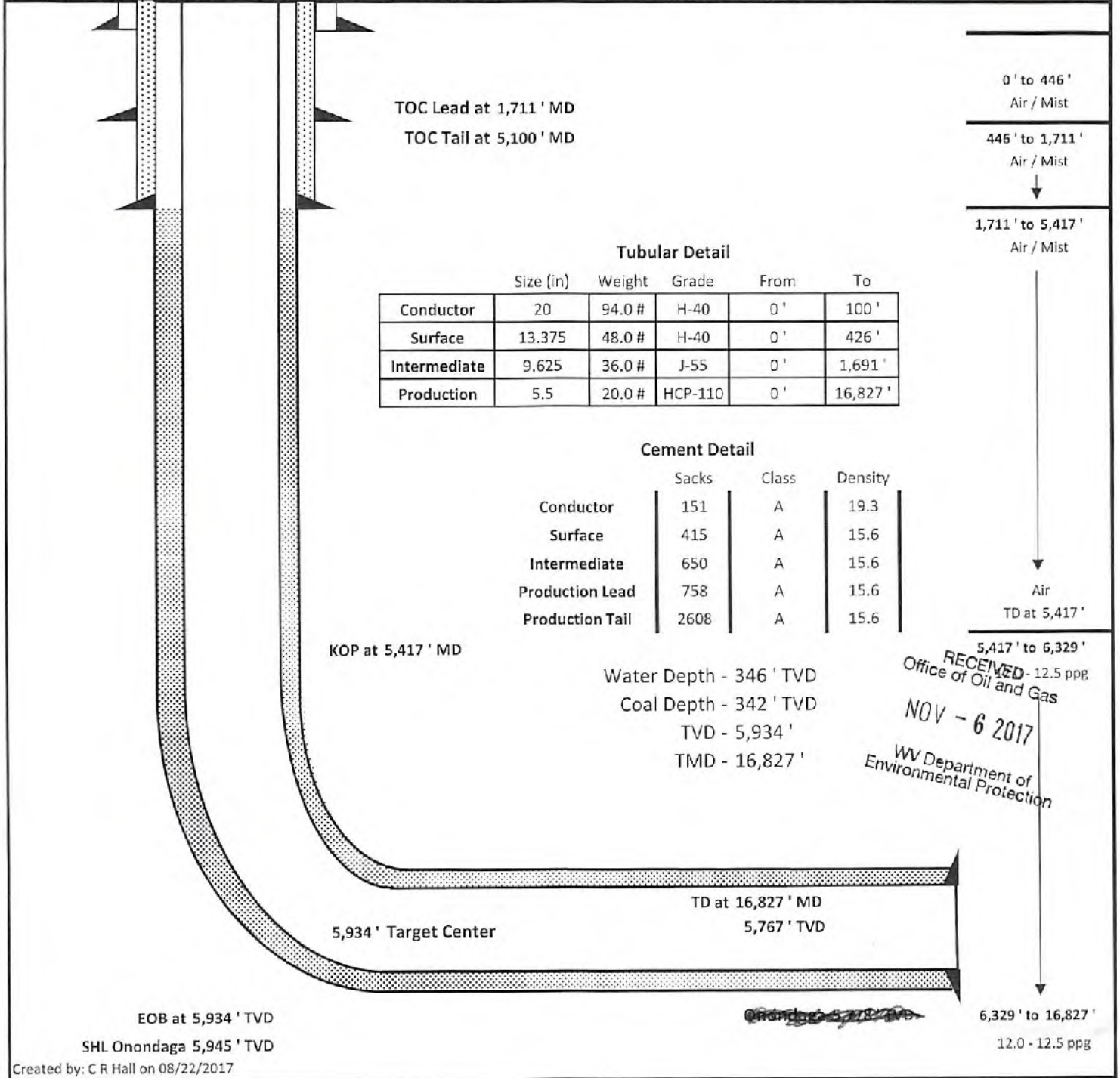
*Note: Attach additional sheets as needed.

Schlumberger Cement Additives

	Product Name	Product Use	Chemical Name	CAS Number
Surface	S001	accelerator	calcium chloride	10043-52-4
	S001	accelerator	calcium chloride	10043-52-4
Kick Off Plug	D080	dispersant	sodium polynaphthalene sulfonate	9008-63-3
	D801	retarder	aromatic polymer derivative	proprietary
	D047	antifoam	polypropylene glycol	25322-69-4
Production-Lead	D167	fluid loss	aliphatic amide polymer	proprietary
	D154	extender	non-crystalline silica	7631-86-9
	D400	gas migration	boric acid	10043-35-3
	D046	antifoam	polypropylene glycol	25322-69-4
			fullers earth (attapulgate)	8031-18-3
	D201	retarder	chrystalline silica	14808-60-7
			metal oxide	proprietary
	D202	dispersant	sulphonated synthetic polymer	proprietary
formaldehyde (impurity)			proprietary	
Production-Tail	D046	antifoam	polypropylene glycol	25322-69-4
			fullers earth (attapulgate)	8031-18-3
	D167	fluid loss	aliphatic amide polymer	proprietary
	D065	dispersant	sodium polynaphthalene sulfonate	9008-63-3
			sodium sulfate	7757-82-6
	D201	retarder	chrystalline silica	14808-60-7
			metal oxide	proprietary
D153	anti-settling	chrystalline silica	14808-60-7	

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Southwestern Energy Company			Proposed Drilling Program		
Well:	MIKE RYNIAWEC BRK 1		Re-entry Rig:	TBD	
Field:	PANHANDLE FIELD \		Prospect:	PANHANDLE	
County:	BROOKE		State:	WV	
SHL:	40.1907 Latitude	-80.6093 Longitude			
BHL:	40.2181 Latitude	-80.6267 Longitude			
KB Elev:	1,173 ft MSL	KB: 26 ft AGL	GL Elev:	1,147 ft MSL	



Tubular Detail

	Size (in)	Weight	Grade	From	To
Conductor	20	94.0 #	H-40	0'	100'
Surface	13.375	48.0 #	H-40	0'	426'
Intermediate	9.625	36.0 #	J-55	0'	1,691'
Production	5.5	20.0 #	HCP-110	0'	16,827'

Cement Detail

	Sacks	Class	Density
Conductor	151	A	19.3
Surface	415	A	15.6
Intermediate	650	A	15.6
Production Lead	758	A	15.6
Production Tail	2608	A	15.6

WW-9
(4/16)

API Number 47 - 009 - 00242
Operator's Well No. Mike Rynlawec BRK 1H

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

FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

Operator Name SWN Production Co., LLC OP Code 49447757

Watershed (HUC 10) _____ Quadrangle _____

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

Will a pit be used? Yes No

If so, please describe anticipated pit waste: _____

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

Proposed Disposal Method For Treated Pit Wastes:

- Land Application
- Underground Injection (UIC Permit Number 34-155-22403, 34-055-24067, 34-119-28776, 34-167-23562, 34-155-23795, 34-121-23595, 34-155-21693)
- Reuse (at API Number _____ at next anticipated well, API# will be included with the WR-34/DDMR &/or permit addendum.)
- Off Site Disposal (Supply form WW-9 for disposal location)
- Other (Explain flow back fluids will be put in steel tanks and reused or taken to a permitted disposal facility)

Will closed loop system be used? If so, describe: Yes

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

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

Additives to be used in drilling medium? see attached sheet

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

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

-Landfill or offsite name/permit number? Meadowfill SWF- 1032, Short Creek SWF-1034, Carbon Limestone MSWL018781, Wetzel County 1021 Arden Landfill 10072, Apex Sanitary Landfill 06-08438, Brooke Co SWF-1013, Valley 100280

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

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

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

Company Official Signature [Signature]

Company Official (Typed Name) Dee Southall

Company Official Title Senior Regulatory Analyst

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Subscribed and sworn before me this 2nd day of November

Brittany R Woody
11/27/17

My commission expires _____



9-00242

Form WW-9

Operator's Well No. Mike Ryniawec BRK 1H

SWN Production Company, LLC

Proposed Revegetation Treatment: Acres Disturbed 14.99 Prevegetation pH _____

Lime as determined by pH test min. 2 Tons/acre or to correct to pH 9.69

Fertilizer type 10-20-20

Fertilizer amount 600 lbs/acre

Mulch Hay/Straw 2.5 Tons/acre

Seed Mixtures

Temporary

Permanent

Seed Type lbs/acre

Seed Type lbs/acre

****See Attachment**

Attach:

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

Photocopied section of involved 7.5' topographic sheet.

Plan Approved by: _____

[Signature] 4-20-17

Comments: _____

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Title: oil and gas inspector

Date: 4-20-17

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Field Reviewed? Yes No



WVD Seeding Specification

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R⁺ → V⁺

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)

9-00242

NON-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%
White Clover	5%
Birdsfoot Trefoil	5%
Rough Bluegrass	5%

All legumes are
innoculated at 5x normal
rate

Apply @ 100lbs per acre
April 16th- Oct. 14th

Apply @ 200lbs per acre
Oct. 15th- April 15th PLUS
50lbs per acre of Winter Wheat

SOIL AMENDMENTS

10-20-20 Fertilizer	*Apply @ 500lbs per Acre
Pelletized Lime	Apply @ 2 Tons per Acre

*unless otherwise dictated by soil test results

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

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 Lime (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.

ORGANIC PROPERTIES

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
April 16th- Oct. 14th

Apply @ 200lbs per acre
Oct. 15th- April 15th

Organic Fertilizer @ 200lbs per Acre

Pelletized Lime @ 2 Tons per Acre

WETLANDS (delineated as jurisdictional wetlands)

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
April 16th- Oct. 14th

Apply @ 50lbs per acre
Oct. 15th- April 15th

NO FERTILIZER OR LIME INSIDE WETLAND LIMITS

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: Mike Ryniawec BRK 1H
Bethany QUAD
Buffalo DISTRICT
Brooke COUNTY, WEST VIRGINIA

Submitted by: p.p. Brittany Woody, Regulatory Analyst Date: 11/2/2017
Dee Southhall

Senior Regulatory
Title: Analyst SWN Production Co., LLC

Approved by: [Signature] Date: 11.3.17

Title: Oil & Gas Inspector

Approved by: _____ Date: _____

Title: _____

SWN PRODUCTION COMPANY, LLC – CONFIDENTIAL

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Latitude: 40°12'30"

SURFACE HOLE 7327'

Latitude: 40°15'00" BOTTOM HOLE 644'

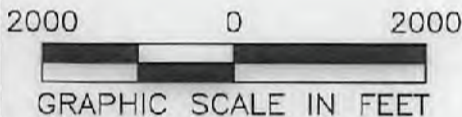
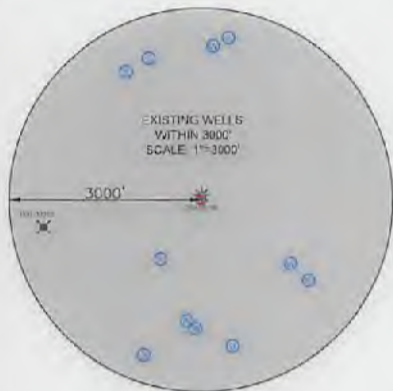


www.jhacompanies.com
68011 Vineyard Road
St. Clairsville, Ohio 43950
740-695-6100



WELL LAYOUT

LINE	BEARING	DISTANCE
L1	S 06°28'23" W	1810.30'
L2	S 13°24'41" E	1993.07'



SURFACE HOLE LOCATION (SHL): UTM (NAD83, ZONE 17, METERS): NORTHING: 4448995.64 EASTING: 533260.89
LANDING POINT LOCATION (LPL): UTM (NAD83, ZONE 17, METERS): NORTHING: 4449074.54 EASTING: 532978.04
BOTTOM HOLE LOCATION (BHL): UTM (NAD83, ZONE 17, METERS): NORTHING: 4452034.50 EASTING: 531767.00

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION.

P.S. 891



COMPANY: **SWN** Production Company, LLC

	(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS	MINIMUM DEGREE OF ACCURACY: 1/200	OPERATOR'S WELL #: MIKE RYNIAWEC BRK 1H
	WVDEP OFFICE OF OIL & GAS 601 57TH STREET CHARLESTON, WV 25034	PROVEN SURVEY SOURCE OF GRADE GPS ELEVATION: (NAVD 88, US FT)	API WELL #: 47 009 00242H6A STATE COUNTY PERMIT

WELL TYPE: OIL <input type="checkbox"/> WASTE DISPOSAL <input type="checkbox"/> PRODUCTION <input checked="" type="checkbox"/> DEEP <input type="checkbox"/> GAS <input checked="" type="checkbox"/> LIQUID INJECTION <input type="checkbox"/> STORAGE <input type="checkbox"/> SHALLOW <input checked="" type="checkbox"/>	WATERSHED: UPPER OHIO SOUTH	ELEVATION: 1147.2'
DISTRICT: BUFFALO	COUNTY: BROOKE	QUADRANGLE: BETHANY, WV & TILTONSVILLE, OH-WV
SURFACE OWNER: MIKE RYNIAWEC	ACREAGE: ±102.0	
OIL & GAS ROYALTY OWNER: MIKE RYNIAWEC	ACREAGE: ±102.0	
DRILL <input checked="" type="checkbox"/> DRILL DEEPER <input type="checkbox"/> REDRILL <input type="checkbox"/> FRACTURE OR STIMULATE <input checked="" type="checkbox"/> PLUG OFF OLD FORMATION <input type="checkbox"/> PERFORATE NEW FORMATION <input type="checkbox"/>	CONVERT <input type="checkbox"/> PLUG & ABANDON <input type="checkbox"/> CLEAN OUT & REPLUG <input type="checkbox"/> OTHER CHANGE <input type="checkbox"/> (SPECIFY)	
TARGET FORMATION: MARCELLUS	ESTIMATED DEPTH: 5,934 TVD 16,827 TMD	

WELL OPERATOR: SWN PRODUCTION COMPANY, LLC	DESIGNATED AGENT: DEE SOUTHALL
ADDRESS: P.O. BOX 1300	ADDRESS: P.O. BOX 1300
CITY: JANE LEW STATE: WV ZIP CODE: 26378	CITY: JANE LEW STATE: WV ZIP CODE: 26378

LEGEND:	— SURVEYED BOUNDARY	REVISIONS:	DATE: 11-02-2017
● PROPOSED SURFACE HOLE / BOTTOM HOLE	— DRILLING UNIT		DRAWN BY: C.WEHR
⊙ EXISTING / PRODUCING WELLHEAD	— LEASE BOUNDARY		SCALE: 1" = 2000'
LPL LANDING POINT LOCATION	— PROPOSED PATH		DRAWING NO: 2017-220
⊙ EXISTING WATER WELL			WELL LOCATION PLAT
⊙ EXISTING SPRING			

NOTES ON SURVEY

- COORDINATE SYSTEM IS UTM NAD 83 DATUM, ZONE 17, U.S. FOOT AND WELL COORDINATES ESTABLISHED USING SURVEY GRADE GPS.
- SURFACE AND ROYALTY OWNER INFORMATION AND THEIR BOUNDARIES SHOWN HEREON WERE PLOTTED FROM DEEDS AND/OR TAX PARCEL MAPS PROVIDED BY CLIENT AND/OR FIELD LOCATIONS.
- THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCELS SHOWN HEREON.
- NO DWELLINGS OR BUILDINGS WITHIN 625 FEET OF PROPOSED CENTER OF PAD.
- NO PERENNIAL STREAMS, LAKES, PONDS, RESERVOIRS OR WETLANDS WITHIN 100 FEET OF THE LIMITS OF DISTURBANCE.
- NO NATURALLY PRODUCING TROUT STREAM WITHIN 300 FEET OF THE LIMITS OF DISTURBANCE.
- NO WATER WELLS OR DEVELOPED SPRINGS WITHIN 250 FEET OF PROPOSED WELL.

WELL BORE TABLE FOR SURFACE / ROYALTY OWNERS			
TRACT	SURFACE OWNER (S) / ROYALTY OWNER (R)	TAX PARCEL	ACRES
1	RYNIAWEC MIKE (S)/(R)	03-B42-0033.0000	102.00
TRACT	SURFACE OWNER	TAX PARCEL	ACRES
2	LUTHER GRIZZEL	03-B42-0029.0000	79.13
3	HEINZROTH HENRY	03-B42-0032.0000	140.52
4	ROCCO A. BASIL, JR.	03-B42-0019.0000	104.556
5	BRUCE & DARLENE HENTHORN	03-B42-0019.0001	0.08
6	BRUCE & DARLENE HENTHORN	03-B42-0014.0000	2.65
7	DEAN S. MILLER AND WIFE, SANDRA D. MILLER	03-B42-0024.0000	0.77
8	JOHN KLOVANISH JR. & LEE ANN KLOVANISH	03-B42-0025.0000	0.48
9	DANIEL R. DORBY	03-B42-0026.0000	1.97
10	DANIEL R. COREY	03-B42-0003.0000	5.00
11	LINDA REEVES GREATHOUSE AND VICKI LYNN HAMILTON	03-B37-0087.0000	317.23
12	ROD EDWARD PATTISON JR.	03-B42-0002.0000	5.08
13	DALE V. HOPKINS	03-B36-0124.0000	34.11
14	DALE V. HOPKINS & DANA M. HOPKINS (SURV)	03-B37-0119.0000	23.62
15	LORI MATHEWS	03-B37-0119.0002	2.434
16	MARK A. GRIZZEL (LE-EUGENE (& MARGARET GRIZZEL)	03-B37-0113.0000	1.25
17	HERBERT G. WEAVER JR & ANITA H. WEAVER (SURV)	03-B36-0125.0000	29.47
18	DANIEL A. NICHOLSON	03-B37-0117.0000	1.14
19	JOHN JOSEPH HUFF & CHRISTINE C. HUFF	03-B37-0118.0000	1.08
20	GEORGE M. LEWIS & JUDY A. LEWIS (SURV)	03-B37-0041.0001	5.56
21	VICKIE C. LOUGHERY & SHEENA R. LOUGHERY (SURV)	03-B37-0041.0000	41.00

ADJOINING OWNERS TABLE			
TRACT	SURFACE OWNER	TAX PARCEL	ACRES
A	BUREK JOSEPH S & JANE M (SURV)	03-B47-0019.0000	117.68
B	FULHARTY ELIZABETH ELLEN	03-B47-0018.0000	52.00
C	MAYHEW KATHY LYNN & MICHAEL ETAL (SURV)	03-B42-0027.0000	84.74
D	GRIZZEL LUTHER	03-B42-0031.0000	18.87
E	GRIZZEL LUTHER	03-B42-0030.0000	10.48
F	COLLINS JAY GLEN	03-B41-0080.0000	291.85
G	AINSCOUGH FRANK C & KELLY L (SURV)	03-B42-0071.0000	12.54
H	KENNY RICHARD HAROLD & JOY LYNN (SURV)	03-B42-0020.0000	4.51
I	CONLEY RICKEY D SR & DEBRA	03-B42-0013.0000	1.75
J	NORTHERN HANCOCK BANK & TRUST COMPANY	03-B42-0023.0000	1.10
K	MILLER DUANE D & BETTY J	03-B42-0005.0000	0.73
L	PATTISON ROD EDWARD JR	03-B42-0004.0000	13.25
M	SNODERLY ROGER L & KAREN A (SURVIVORSHIP)	03-B41-0106.0000	14.58
N	LOY CHRISTOPHER S & INGRID E (SURV)	03-B36-0119.0000	13.60
O	FORKER VIRGINIA MAY HUNT	03-B36-0121.0000	2.00
P	ROCKHOLD HOWARD M & DEBROAH S (SURV)	03-B36-0122.0000	1.16
Q	JEFFREY ALAN FERRY ETAL	03-B36-0117.0000	4.04
R	JOSEPH P. LIZON JR	03-B36-0123.0000	0.53
S	CHAPEL HILL CHURCH	03-B36-0131.0000	1.10
T	DONNELLY LORIE T & HOIT MICHAEL A (SURV)	03-B36-0130.0000	5.75
U	QSO DAVID LEE, ELIZABETH JANE	03-B36-0129.0000	3.00
V	COLIN P. KELLY II, NANCY E. TAYLOR (SURV)	03-B36-0127.0000	1.01
W	TIMOTHY J. HUFF	03-B36-0126.0000	0.75
X	MILLER ZACHARY (CO-TRUSTEES- THOMAS & TONYA MILLER)	03-B36-0128.0000	2.00
Y	TESLOVICH BRIAN L.	03-B36-0145.0000	50.91
Z	CATULLO JOHN A.	03-B36-0157.0000	39.50
AA	GIUMMO TARQUINO,EMMA M, ANTONIO (SURV)	03-B36-0156.0000	24.53
AB	BECKETT CLYDE E & KATHRYN J (SURV)	03-B37-0035.0000	6.73
AC	WALNOHA RALPH JR & CAROL J	03-B37-0034.0000	6.78
AD	LOUGHERY VICKIE C & SHEENA R (SURV)	03-B37-0103.0000	38.92
AE	SMITH HEIRS	03-B37-0105.0000	3.80
AF	HUFF ROY & VIRGINIA C (SURV)	03-B37-0106.0000	2.00
AG	LEWIS GEORGE M & JUDY	03-B37-0107.0000	2.00
AH	HUNT BURT E & LOIS M	03-B37-0108.0000	2.00
AI	HUNT BURT E & LOIS M	03-B37-0109.0000	1.08
AJ	ROBERT LAFRANCE	03-B37-0115.0000	1.07
AK	ROBERT LAFRANCE	03-B37-0114.0000	1.00
AL	BANK OF AMERICA	03-B37-0111.0000	1.00
AM	GRIZZEL MARK A(LE-EUGENE & MARGARET GRIZZEL)	03-B37-0112.0000	0.52
AN	EMBREY WILLIAM D JR & MARCIA J (SURV)	03-B37-0118.0001	1.00
AO	MCGREW DORIS FERN	03-B37-0129.0000	22.52
AP	SMITH VICTOR CHARLES	03-B37-0120.0000	3.00
AQ	MILLER CURTIS JOHN	03-B37-0119.0001	1.95
AR	WINDSOR POWER HOUSE COAL CO	03-B37-0128.0000	1.986
AS	ARACICH DIANNA	03-B37-0126.0000	0.81
AT	ARACICH DIANNA	03-B37-0127.0000	1.00
AU	MATHESS MICHAEL OWEN	03-B37-0125.0000	1.14
AV	HALL SAMUEL W	03-B42-0001.0000	18.12
AW	SMITH VICTOR CHARLES	03-B37-0130.0000	27.35
AX	CONLEY EDWARD E & NANCY J	03-B42-0015.0000	3.10
AY	CONLEY EDWARD E & NANCY J	03-B42-0016.0000	0.74
AZ	CONLEY EDWARD E & NANCY J	03-B42-0017.0000	0.04
BA	CONLEY RICKEY & DEBRA (SURV)	03-B42-0018.0000	2.14
BB	MILLER CHRISTOPHER SCOTT	03-B37-0094.0000	24.20
BC	CHUMNEY KEVIN	03-B37-0093.0000	5.91
BD	CYPHERT DEBRA, MATTHEW ETAL	03-B37-0091.0000	93.93
BE	BONE ROBERT	03-B37-0090.0000	2.04
BF	BONE ROBERT	03-B37-0090.0001	0.12
BG	BONE ROBERT	03-B37-0089.0000	0.78
BH	CYPHERT DEBRA, MATTHEW ETAL	03-B37-0088.0000	59.95
BI	CLARK CARL R. & SANDRA S. (SURV.)	03-B37-0086.0000	0.83
BJ	HANEY BRIAN K. & GINA M. (SURV.)	03-B37-0077.0000	45.75
BK	LPS INVESTMENT PARTNERSHIP	03-B37-0066.0000	65.00
BL	SANFORD ELLEN B.	03-B37-0076.0000	66.00
BM	ERDMAN EDGAR S. & CECELIA M. (SURV.)	03-B42-0049.0000	0.83
BN	HAZLETT JAMES & JO ELLEN (SURV.)	03-B42-0050.0002	65.47
BO	MARKER PHYLLIS P	03-B42-0052.0000	91.51
BP	BONAR JAMES L. ETAL	03-B42-0054.0000	4.63
BO	WINDSOR POWER HOUSE COAL CO	03-B42-0055.0000	21.00
BR	SMITH RALPH O & GINA L (SURV)	03-B42-0064.0000	12.60
BS	MIKE RYNIWEC	03-B42-0034.0000	61.17

REVISIONS:

COMPANY:

SWN
Production Company, LLC

47-009-00242H6A

OPERATOR'S

MIKE RYNIWEC

DATE: 11-02-2017

WELL #:

BRK 1H

DRAWN BY: C.WEHR

DISTRICT:
BUFFALO

COUNTY:
BROOKE

STATE:
WV

SCALE: N/A
DRAWING NO: 2017-220
WELL LOCATION PLAT

WW-6A1
(5/13)

Operator's Well No. MIKE RYNIANEK BRK 1H

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

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

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

Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
----------------------	-----------------------	-----------------------	---------	-----------

See Exhibit A

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

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

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

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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 Co., LLC

By:

Macey Wallace

Its:

Staff Landman

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
 Mike Ryniawec BRK 1H
 Brooke County, West Virginia

#	TMP	SURFACE OWNER	DEEDED ACREAGE	LEASE #	LESSOR	LESSEE	ROYALTY	BK/PG
1)	03-0842-0033-0000-0000	Mike Ryniawec	102.000	735711-000	Mike Ryniawec, a married man dealing in his sole and separate property	Chesapeake Appalachia, LLC	18.00%	14/757
						SWN Production Company		30/480
2)	03-0842-0029-0000-0000	Luther Grizzel	79.13C	732198-000	Luther Grizzel	Chesapeake Appalachia, LLC	18.00%	14/9
						SWN Production Company		30/480
3)	03-0842-0032-0000-0000	Henry Heizroth	140.520	731988-001	IVAN HERMAN HEINZROTH	CHESAPEAKE APPALACHIA LLC	18.00%	18/237
						SWN Production Company		30/480
				731988-002	FRANK LLOYD HEINZEROTH, JR.	CHESAPEAKE APPALACHIA LLC	18.00%	18/573
						SWN Production Company		30/480
				731988-003	GWEN HEINZEROTH, A WIDOW	CHESAPEAKE APPALACHIA LLC	18.00%	20/495
						SWN Production Company		30/480
				731988-004	HARRY LEE HEINZEROTH	CHESAPEAKE APPALACHIA LLC	18.00%	20/501
						SWN Production Company		30/480
				731988-005	VIRGINIA HEINZEROTH, A WIDOW	CHESAPEAKE APPALACHIA LLC	18.00%	21/237
						SWN Production Company		30/480
				731988-006	CHRISTINA ANDERSON	CHESAPEAKE APPALACHIA LLC	18.00%	21/243
						SWN Production Company		30/480
				731988-007	PATRICIA GROOMS, DIVORCED	CHESAPEAKE APPALACHIA LLC	18.00%	21/249
						SWN Production Company		30/480
				731988-008	KENNETH HEINZEROTH	CHESAPEAKE APPALACHIA LLC	18.00%	21/255
						SWN Production Company		30/480
				731988-009	LEONIDA HEINZEROTH	CHESAPEAKE APPALACHIA LLC	18.00%	21/522
						SWN Production Company		30/480
				731988-010	JOANNA SPONALUGLE AND MICHAEL	CHESAPEAKE APPALACHIA LLC	18.00%	22/307
						SWN Production Company		30/480
				731988-011	CHARLIE HEINZEROTH AND ROXANNE	CHESAPEAKE APPALACHIA LLC	18.00%	23/499
						SWN Production Company		30/480
				731988-012	JESSIE AND HOWARD COUNSELMAN	CHESAPEAKE APPALACHIA LLC	18.00%	23/505
						SWN Production Company		30/480
				731988-013	MARY BENNETT, A WIDOW	CHESAPEAKE APPALACHIA LLC	18.00%	23/589
						SWN Production Company		30/480
				731988-014	TAMMY JAMES AND ROBERT JAMES	CHESAPEAKE APPALACHIA LLC	18.00%	24/374
						SWN Production Company		30/480
				731989-001	PEARL LOUISE BARR	CHESAPEAKE APPALACHIA LLC	18.00%	18/243
						SWN Production Company		30/480
				734925-001	ROBERT B WYKE, A WIDOWER	CHESAPEAKE APPALACHIA LLC	18.00%	28/114
						SWN Production Company		30/480
4)	03-0842-0019-0000-0000	Rocco A. Basil, Jr.	104.556	pending	Rocco A. Basil, Jr.	SWN Production Company	18.00%	34/53
				pending	Kimberly Lynn Kerr, f/k/a Kimberly Lynn Basil	SWN Production Company	18.00%	33/701
				pending	Craig Lee Bowers	Chesapeake Appalachia, LLC	18.00%	30/100
						SWN Production Company		31/288
				731861-010	Shirley Buckhannan	Chesapeake Appalachia, LLC	18.00%	17/302
						SWN Production Company		30/480
				731861-001	Debra A. Conley	Chesapeake Appalachia, LLC	18.00%	16/462

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 Mike Ryniawec BRK 1H
 Brooke County, West Virginia

					SWN Production Company		30/480
	731861-004	E. Jean Cross			Chesapeake Appalachia, LLC	18.00%	16/480, 28/37
					SWN Production Company		30/480
	731861-005	Daniel Gorby			Chesapeake Appalachia, LLC	18.00%	16/486
					SWN Production Company		30/480
	731861-006	Jenny Miller			Chesapeake Appalachia, LLC	18.00%	16/702
					SWN Production Company		30/480
	731861-016	Deborah Moreira			Chesapeake Appalachia, LLC	18.00%	17/339
					SWN Production Company		30/480
	731861-008	Gary Morris			Chesapeake Appalachia, LLC	18.00%	17/186
					SWN Production Company		30/480
	731861-018	Lori Morris			Chesapeake Appalachia, LLC	18.00%	17/351
					SWN Production Company		30/480
	731861-019	Sherry Morris-Clary			Chesapeake Appalachia, LLC	18.00%	17/673
					SWN Production Company		30/480
	731861-003	Alice Faye Newton			Chesapeake Appalachia, LLC	18.00%	16/474
					SWN Production Company		30/480
	731861-020	Robyn Nicholson			Chesapeake Appalachia, LLC	18.00%	17/679
					SWN Production Company		30/480
	731861-007	Sharon M. Smith			Chesapeake Appalachia, LLC	18.00%	16/708
					SWN Production Company		30/480
	731861-002	Nancy Lee Vargo			Chesapeake Appalachia, LLC	18.00%	16/468
					SWN Production Company		30/480
	731861-017	James Keith Wilkin			Chesapeake Appalachia, LLC	18.00%	17/345
					SWN Production Company		30/480
	731861-021	Mark Thomas Wilkin			Chesapeake Appalachia, LLC	18.00%	17/685
					SWN Production Company		30/480
5)	03-0B42-0019-0001-0000	Bruce and Darlene Henthorn	0.080	pending	Craig Lee Bowers	18.00%	30/100
					Chesapeake Appalachia, LLC		31/288
					SWN Production Company		30/480
	731861-010	Shirley Buckhannan			Chesapeake Appalachia, LLC	18.00%	17/302
					SWN Production Company		30/480
	731861-001	Debra A. Conley			Chesapeake Appalachia, LLC	18.00%	16/462
					SWN Production Company		30/480
	731861-004	E. Jean Cross			Chesapeake Appalachia, LLC	18.00%	16/480, 28/37
					SWN Production Company		30/480
	731861-005	Daniel Gorby			Chesapeake Appalachia, LLC	18.00%	16/486
					SWN Production Company		30/480
	731861-006	Jenny Miller			Chesapeake Appalachia, LLC	18.00%	16/702
					SWN Production Company		30/480
	731861-016	Deborah Moreira			Chesapeake Appalachia, LLC	18.00%	17/339
					SWN Production Company		30/480
	731861-008	Gary Morris			Chesapeake Appalachia, LLC	18.00%	17/186
					SWN Production Company		30/480
	731861-018	Lori Morris			Chesapeake Appalachia, LLC	18.00%	17/351

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Mike Ryniawec BRK 1H
Brooke County, West Virginia

					SWN Production Company			30/480
	731861-019	Sherry Morris-Clary			Chesapeake Appalachia, LLC	18.00%		17/673
					SWN Production Company			30/480
	731861-003	Alice Faye Newton			Chesapeake Appalachia, LLC	18.00%		16/474
					SWN Production Company			30/480
	731861-020	Robyn Nicholson			Chesapeake Appalachia, LLC	18.00%		17/679
					SWN Production Company			30/480
	731861-007	Sharon M. Smith			Chesapeake Appalachia, LLC	18.00%		16/708
					SWN Production Company			30/480
	731861-002	Nancy Lee Vargo			Chesapeake Appalachia, LLC	18.00%		16/468
					SWN Production Company			30/480
	731861-017	James Keith Wilkin			Chesapeake Appalachia, LLC	18.00%		17/345
					SWN Production Company			30/480
	731861-021	Mark Thomas Wilkin			Chesapeake Appalachia, LLC	18.00%		17/685
					SWN Production Company			30/480
	pending	Bruce Henthorn and Darlene Henthorn, husband and wife			SWN Production Company	14.00%		36/313
6)	03-0B42-0014-0000-0000	Bruce and Darlene Henthorn	2.650	731956-000	Bruce Henthorn and Darlene Henthorn, husband and wife	Chesapeake Appalachia, L.L.C.	18.00%	17/765
					SWN Production Company			30/480
7)	03-0B42-0024-0000-0000	Dean S. Miller and wife, Sandra D. Miller	0.770	731952-000	Dean S. Miller and Sandra D. Miller, husband and wife	Chesapeake Appalachia, L.L.C.	18.00%	17/647
					SWN Production Company			30/480
8)	03-0B42-0025-0000-0000	John Klovansh Jr and Lee Ann Klovansh	0.480	731981-000	John Klovansh Jr. and Lee Ann Klovansh, husband and wife	Chesapeake Appalachia, L.L.C.	18.00%	18/174
					SWN Production Company			30/480
9)	03-0B42-0026-0000-0000	Daniel R Gorby	1.970	731958-000	Daniel R Gorby, a married man	Chesapeake Appalachia, L.L.C.	18.00%	17/776
					SWN Production Company			30/480
10)	03-0B42-0003-0000-0000	Daniel Gorby	5.000	731851-005	Daniel R Gorby, a married man	Chesapeake Appalachia, L.L.C.	18.00%	16/468
					SWN Production Company			30/480
				744842-001	First Christian Church	Chesapeake Appalachia, L.L.C.	18.00%	30/137
					SWN Production Company			30/480
				744855-001	Ruth Kennell	Chesapeake Appalachia, L.L.C.	18.00%	30/354
					SWN Production Company			30/480
				744854-001	Marie May Rogers	Chesapeake Appalachia, L.L.C.	18.00%	30/348
					SWN Production Company			30/480
				744856-001	Sandra Jean Rogers Simons	Chesapeake Appalachia, L.L.C.	18.00%	30/350
					SWN Production Company			30/480
				pending	Bethany College, a Corporation	SWN Production Company	18.00%	34/371
				pending	Mary Margaret Scott Green	SWN Production Company	18.00%	pending
				pending	Kathleen Kelly Parker	SWN Production Company	18.00%	37/1
				pending	Timothy M. Kelly	SWN Production Company	18.00%	37/5
				pending	Christine Kelly Kofron	SWN Production Company	18.00%	36/796
				pending	Paul V. Kelly	SWN Production Company	18.00%	36/791

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See Lease
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 Mike Ryniawec BRK 1H
 Brooke County, West Virginia

9-00212

See attached lease

Item #	Permit ID	Owner	Acres	Status	Operator	Interest	Lease #
11)	03-0837-0087-0000-0000	Linda Reeves Greathouse and Vicki Lynn Hamilton	317.280	pending	Margaret Mary Kelly a/k/a Peggy Kelly, represented by Eugene Cazantazes, Guardian of the Estate of Margaret Mary Kelly	12.50%	pending
				pending	Patrick Kelly	18.00%	37/11
12)	03-0842-0002-0000-0000	Rod Edward Pattison Jr	6.080	731332-001	Linda Reeves Greathouse, a married woman dealing in her sole and separate property and Lynn Greathouse Hamilton, a married woman dealing in her sole and separate property	18.00%	11/162
					SWN Production Company		30/480
				pending	Rod Edward Pattison, Jr.	18.00%	34/391
				744842-001	First Christian Church	18.00%	30/137
					SWN Production Company		30/480
				744855-001	Ruth Kennell	18.00%	30/354
					SWN Production Company		30/480
				744854-001	Marie May Rogers	18.00%	30/348
					SWN Production Company		30/480
				744856-001	Sandra Jean Rogers Simons	18.00%	30/350
					SWN Production Company		30/480
				pending	Bethany College, a Corporation	18.00%	34/371
				pending	Mary Margaret Scott Green	18.00%	pending
				pending	Kathleen Kelly Parker	18.00%	37/1
pending	Timothy M. Kelly	18.00%	37/6				
pending	Christine Kelly Kofron	18.00%	36/796				
pending	Paul V. Kelly	18.00%	36/791				
13)	03-0836-0124-0000-0000	Dale V. Hopkins	34.110	pending	Margaret Mary Kelly a/k/a Peggy Kelly, represented by Eugene Cazantazes, Guardian of the Estate of Margaret Mary Kelly	12.50%	pending
				pending	Patrick Kelly	18.00%	37/11
14)	03-0837-0119-0000-0000	Dale V. Hopkins and wife, Dana M. Hopkins	28.620	735925-000	Dale V Hopkins, a married man	18.00%	11/181
					SWN Production Company		30/480
15)	03-0837-0119-0002-0000	Lori Matthews	2.484	731309-000	Dale V Hopkins and Dana M. Hopkins, husband and wife	18.00%	11/174
					SWN Production Company		30/480
16)	03-0837-0119-0002-0000	Lori Matthews	2.484	732030-000	Lori Matthews, divorced and unremarried	15.00%	18/652
					SWN Production Company		30/480
17)	03-0836-0125-0000-0000	Mark A Grizzel (LE - Eugene & Margaret Grizzel)	1.250	744863-000	Eugene Grizzel and Mark A Grizzel Remainderman	18.00%	30/342
					SWN Production Company		31/288
17)	03-0836-0125-0000-0000	Herbert G. Weaver, Jr. and wife, Anita H. Weaver	29.470	730158-000	Herbert G. Weaver Jr and Anita H Weaver, husband and wife	12.50%	10/149
					Great Lakes Energy Partners, LLC		20/733
					Range Resources-Appalachia, LLC		10/522
		SWN Production Company		30/480			

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Mike Ryniawec BRK 1H
Brooke County, West Virginia

18)	03-0837-0117-0000-0000	Daniel A Nicholson	1.140	744765-000	Daniel A Nicholson, a single man	Chesapeake Appalachia, L.L.C. SWN Production Company	18.00%	29/752 31/288
19)	03-0837-0116-0000-0000	John Joseph Huff & Christine C Huff	1.080	735397-000	Christine Colley Huff aka Christine A Huff widow	Chesapeake Appalachia, L.L.C. SWN Production Company	18.00%	29/312 30/480
20)	03-0837-0041-0001-0000	George M & Judy A Lewis	5.560	732193-000	Vicky Lynn Greathouse Hamilton	Chesapeake Appalachia, LLC SWN Production Company	18.00%	14/226 30/480
21)	03-0837-0041-0000-0000	Vickie C. & Sheena R Loughery	41.000	737899-000	Linda Reeves Greathouse	Chesapeake Appalachia, LLC SWN Production Company	18.00%	25/127 30/480

RECEIVED
Office of Oil and Gas
NOV - 6 2017
WV Department of
Environmental Protection

9-00242

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

1/15 - WV

This Lease, made this 1st day of September 2017, by and between Mary Margaret Scott Green, a married woman, dealing herein with her separate property, of 8212 Evelyn Trail Austin, TX 78737, hereinafter collectively 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 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, 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 improvements, 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:

Property Tax Parcel Identification Number(s): Tax Parcel I.D. 03-B42-0002-0000 and 03-B42-0003-0000;

and is bounded formerly or currently as follows:

On the North by lands of 03-B41-0106-0000 and 03-B36-0124-0000;
On the East by lands of 03-B42-0001-0000 and 03-B47-0037-0000;
On the South by lands of 03-B42-0005-0000 and 03-B42-0026-0000;
On the West by lands of 03-B42-0004-0000;

and being all that portion of said lands acquired from the Estate of Anna Louise McGuire by virtue of intestate succession as described in Affidavit of Death and Heirship, dated the 8th of July, 2014, and recorded in Book 359, at Page 345 in Brooke County, and being acquired from The Estate of Ruth McGuire Scott by virtue of intestate succession as described in Affidavit of Death and Heirship, dated the 1st of September, 2017 and NOT YET RECORDED in Brooke County, and described for the purposes of this agreement as containing a total of 11.08 gross 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.

LEASE TERM. This Lease shall remain in force for a primary term of Five (5) years from 12:00 A.M. September 1, 2017 (effective date) to 11:59 P.M. August 31, 2022 (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 coal, mine 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 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 Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease as to all or any part of the acreage then covered hereby, 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. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the sum of the initial consideration given for the execution hereof, which shall be paid in proportion to the number of net acres actually extended. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term. If this option is exercised by Lessee the lease as extended will thereafter be treated as 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 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 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).

(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 Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. 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 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 follows:

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 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 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 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 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 Leasehold, 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 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 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) **LIENS:** 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 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 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 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 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 rents (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.

INITIALIZATION 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, 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 deceded 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. 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 easements 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 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 made 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 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 enter a separate Disposal and Injection 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.

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 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.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages 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 shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs 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.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry 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 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, sabotage, 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 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 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

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

LESSOR:

Witness _____

Mary Margaret Scott Green (Seal)
Mary Margaret Scott Green

Witness _____

_____ (Seal)

Witness _____

_____ (Seal)

Witness _____

_____ (Seal)

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

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Tarrant) SS:

On this the 28th day of SEP 2017, before me, the undersigned officer, personally appeared Mary Margaret Scott Green, a married woman, dealing herein with her separate property, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are 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.

My Commission Expires: 10-18-2019

Signature/Notary Public: Lorenzo

Name/Notary Public (print): Lorenzo Rodriguez



9-00242

Exhibit "A"

Addendum to Oil and Gas Lease dated September 1, 2017, from Mary Margaret Scott Green, a married woman, dealing herein with her separate property, of 6212 Evelyn Trail Austin, TX 78737, Lessor to SWN Production Company, LLC, as Lessee, covering 11.08 acres, more or less, situated in Buffalo District, Brooke County, West Virginia.

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-All references made in Paragraph (B)1 and 2 of the section entitled "PAYMENT TO LESSOR" as to one-eighth (1/8) royalty shall be amended to eighteen percent (18%)

Signed for Identification:


Mary Margaret Scott Green

9-00242

PAID-UP
OIL & GAS LEASE

Lease No. _____

1/15 - WV

This Lease, made this 1st day of November 2017, by and between Margaret Mary Kelly a/k/a Penny Kelly, represented herein by Eugene Charney, Guardian of the Estate of Margaret Mary Kelly, a/k/a Penny Kelly, of 101 Central Park South, Suite 1000, Radio City Tower, Spring, Texas 77389, hereinafter 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 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 hydrocarbon and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mind-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:

Property Tax Parcel Identification Number(s): Tax Parcel I.D. 03-B42-0002-0000 and 03-B42-0003-0000;

and is bounded formerly or currently as follows:
On the North by lands of: 03-B41-0106-0000 and 03-B16-0124-0000;
On the East by lands of: 03-B42-0001-0000 and 03-B47-0017-0000;
On the South by lands of: 03-B42-0005-0000 and 03-B42-0006-0000;
On the West by lands of: 03-B42-0004-0000;

and being all that portion of said lands acquired from the Estate of Anna Louise McGuire by virtue of intestate succession as described in Affidavit of Death and Heirship, dated the 8th of July, 2014, and recorded in Book 359, at Page 345 in Brooke County, and being acquired from The Estate of Betty Sue McGuire Kelly by virtue of intestate succession as described in Affidavit of Death and Heirship, dated the 10th of September, 2017 and NOT YET RECORDED in Brooke County, and described for the purposes of this agreement as containing a total of 1.123 gross 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 and, if any, contingents 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 Lessee 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 Five (5) years from 12:00 A.M. November 1, 2017 (effective date) to 11:59 P.M. October 31, 2022 (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 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 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 Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease as to all or any part of the acreage then covered hereby, 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. Lessee may exercise this option to extend this Lease (i) on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the sum of the initial consideration given for the execution hereof, which shall be paid in proportion to the number of net acres actually extended. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term. If this option is exercised by Lessee the lease as extended will thereafter be treated as 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 Lease 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 interval 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).

(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 Lessor 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 of this Lease.

PAYMENTS TO LESSOR: 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 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 follows:

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 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) entering 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 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 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 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 Leasehold, 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 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 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) **LIENS:** 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 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 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 involved. 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, 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 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 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, 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. 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, Lessee 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 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 easements 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 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 made 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 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 enter a separate Disposal and Injection 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.

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 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.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages 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 shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs 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.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry 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 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, sabotage, 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 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.

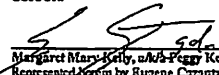
SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full 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.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

LESSOR:

Witness _____

 (Seal)
Margaret Mary Kelly, a/k/a Peggy Kelly
Represented herein by Eugene Carantzas, Guardian of the Estate of Margaret Mary Kelly, a/k/a Peggy Kelly

Witness _____ (Seal)

Witness _____ (Seal)

Witness _____ (Seal)

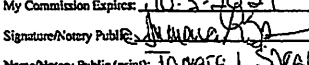
Document prepared by: SWN Production Company, L.L.C., 1000 Energy Drive, Spring, Texas 77389.

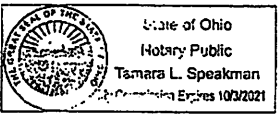
ACKNOWLEDGMENT

STATE OF)
) SS:
COUNTY OF)

On this the day of 2017, before me, the undersigned officer, personally appeared Margaret Mary Kelly, a/k/a Peggy Kelly Represented herein by Eugene Carantzas, Guardian of the Estate of Margaret Mary Kelly, a/k/a Peggy Kelly known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

My Commission Expires: 10-3-2021
Signature/Notary Public: 
Name/Notary Public (print): TAMARA L. SPEAKMAN



9-00342



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

April 5, 2017

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

RE: SWN's proposed New Well: Mike Ryniawec BRK 3H, Mike Ryniawec BRK 1H in Brooke County, West Virginia, Drilling under Hukill Run Road.

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 Hukill Run Road. 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,

Macey Wallace
Staff Landman
SWN Production Company, LLC
PO Box 1300
Jane Lew, WV 26378

RECEIVED
Office of Oil and Gas
NOV - 6 2017
WV Department of
Environmental Protection

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

Date of Notice Certification: _____

API No. 47- 009 - 00242
Operator's Well No. Mike Ryniawec BRK 1H
Well Pad Name: Mike Ryniawec PAD

Notice has been given:

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

State: <u>WV</u>	UTM NAD 83	Eastings: <u>533260.89</u>
County: <u>009-Brooke</u>		Northing: <u>4448996.44</u>
District: <u>Buffalo</u>	Public Road Access: <u>Lazear Run Road</u>	
Quadrangle: <u>Bethany</u>	Generally used farm name: <u>Mike Ryniawec</u>	
Watershed: <u>Buffalo Creek</u>		

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

<p>Pursuant to West Virginia Code § 22-6A, the Operator has attached proof to this Notice Certification that the Operator has properly served the required parties with the following:</p> <p>*PLEASE CHECK ALL THAT APPLY</p> <p><input type="checkbox"/> 1. NOTICE OF SEISMIC ACTIVITY or <input checked="" type="checkbox"/> NOTICE NOT REQUIRED BECAUSE NO SEISMIC ACTIVITY WAS CONDUCTED</p> <p><input type="checkbox"/> 2. NOTICE OF ENTRY FOR PLAT SURVEY or <input checked="" type="checkbox"/> NO PLAT SURVEY WAS CONDUCTED</p> <p><input checked="" type="checkbox"/> 3. NOTICE OF INTENT TO DRILL or <input type="checkbox"/> NOTICE NOT REQUIRED BECAUSE NOTICE OF ENTRY FOR PLAT SURVEY WAS CONDUCTED or</p> <p style="padding-left: 40px;"><input type="checkbox"/> WRITTEN WAIVER BY SURFACE OWNER (PLEASE ATTACH)</p> <p><input checked="" type="checkbox"/> 4. NOTICE OF PLANNED OPERATION</p> <p><input checked="" type="checkbox"/> 5. PUBLIC NOTICE</p> <p><input checked="" type="checkbox"/> 6. NOTICE OF APPLICATION</p>	<p>OOG OFFICE USE ONLY</p> <p><input type="checkbox"/> RECEIVED/ NOT REQUIRED</p> <p><input type="checkbox"/> RECEIVED</p> <p><input type="checkbox"/> RECEIVED/ NOT REQUIRED</p> <p><input type="checkbox"/> RECEIVED</p> <p><input type="checkbox"/> RECEIVED</p> <p><input type="checkbox"/> RECEIVED</p>
---	---

Required Attachments:

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

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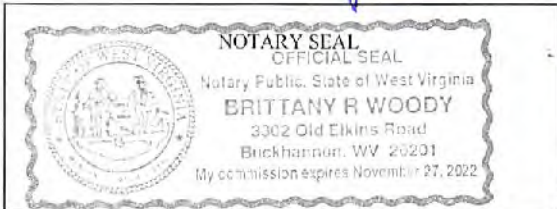
NOV - 6 2017

WV Department of
Environmental Protection

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:	<u>SWN Production Co., LLC</u>	Address:	<u>P.O. Box 1300</u>
By:	<u>Dee Southall</u>		<u>Jane Lew, WV 26378</u>
Its:	<u>Senior Regulatory Analyst</u>	Facsimile:	<u>304-471-2497</u>
Telephone:	<u>832-796-1610</u>	Email:	<u>Dee_Southall@swn.com</u>



Subscribed and sworn before me this 2nd day of November 2017
Brittany R Woody Notary Public
 My Commission Expires 11/27/22

Oil and Gas Privacy Notice:

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

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

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

Date of Notice: 11/3/17 **Date Permit Application Filed:** 11/4/17

Notice of:

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

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

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

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

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

SURFACE OWNER(s)
Name: Mike Ryniawec
Address: 6 Lazear Wilhelm Road
Wheeling, WV 26003
Name: _____
Address: _____

COAL OWNER OR LESSEE
Name: Windsor Coal Company
Address: 1000 Consol Energy Drive
Canonsburg, PA 15317

COAL OPERATOR
Name: _____
Address: _____

SURFACE OWNER(s) (Road and/or Other Disturbance)
Name: _____
Address: _____
Name: _____
Address: _____

SURFACE OWNER OF WATER WELL AND/OR WATER PURVEYOR(s)
Name: See Attachment #1
Address: _____

SURFACE OWNER(s) (Impoundments or Pits)
Name: _____
Address: _____

OPERATOR OF ANY NATURAL GAS STORAGE FIELD
Name: _____
Address: _____

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*Please attach additional forms if necessary, Office of Oil and Gas

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9-00242

Attachment #1

Mike Ryniawec BRK Pad - Water Purveyors w/in 1500'

Sources

Landowner

Mike Ryniawec

Address

360 Lazear Run, Wheeling WV 26003 1 spring |

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Environmental Protection

Notice is hereby given:

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

This Notice Shall Include:

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

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

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

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

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

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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

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

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Environmental Protection

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

Time Limits and Methods for Filing Comments.

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

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

Comment Requirements

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

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

Permit Denial or Condition

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

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

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

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

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Environmental Protection

WW-6A
(8-13)

API NO. 47-009 - 00242
OPERATOR WELL NO. Mike Ryniawec BRK 1H
Well Pad Name: Mike Ryniawec PAD

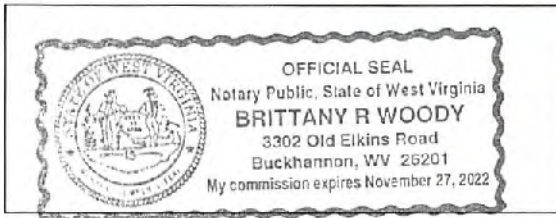
Notice is hereby given by:

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 4th day of April 2017.
Brittany R Woody Notary Public
My Commission Expires 11/27/22

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WV Department of
Environmental Protection

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

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

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

Date of Notice: 04/04/2017 **Date Permit Application Filed:** 11/6/17

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

HAND DELIVERY CERTIFIED MAIL RETURN RECEIPT REQUESTED

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

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

Name: Mike Ryniawec
Address: 6 Lazear Wilhelm Rd
Wheeling, WV 26003

Name: _____
Address: _____

Notice is hereby given:

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

State:	<u>West Virginia</u>	UTM NAD 83	Easting:	<u>533,280.89</u>
County:	<u>Brooke/Ohio</u>		Northing:	<u>4,448,996.64</u>
District:	<u>Buffalo</u>	Public Road Access:	<u>Lazear Run Road</u>	
Quadrangle:	<u>Bethany, WV</u>	Generally used farm name:	<u>Mike Ryniawec</u>	
Watershed:	<u>Buffalo Creek</u>			

This Notice Shall Include:

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

Notice is hereby given by:

Well Operator: SWN Production Company, LLC
Address: PO Box 1300, 179 Innovation Drive
Jane Lew, WV 26378
Telephone: 304-517-6603
Email: Michael_Yates@swn.com
Facsimile: 304-884-1691

Authorized Representative: Mike Yates
Address: PO Box 1300, 179 Innovation Drive
Jane Lew, WV 26378
Telephone: 304-517-6603
Email: Michael_Yates@swn.com
Facsimile: 304-884-1691

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WV Department of
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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 depprivacvofficer@wv.gov.

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

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

Date of Notice: 04/04/2017 **Date Permit Application Filed:** 11/4/17

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

- CERTIFIED MAIL HAND
- RETURN RECEIPT REQUESTED DELIVERY

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

Notice is hereby provided to the SURFACE OWNER(s)
(at the address listed in the records of the sheriff at the time of notice):

Name: Mike Ryniewicz
Address: 6 Lazear Wilhelm Rd.
Wheeling, WV 26003

Name: _____
Address: _____

Notice is hereby given:

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

State:	<u>West Virginia</u>	UTM NAD 83	Easting:	<u>533,260.89</u>
County:	<u>Brooke/Ohio</u>		Northing:	<u>4,448,996.54</u>
District:	<u>Buffalo</u>	Public Road Access:	<u>Lazear Run Road</u>	
Quadrangle:	<u>Bethany, WV</u>	Generally used farm name:	<u>Mike Ryniewicz</u>	
Watershed:	<u>Buffalo Creek</u>			

This Notice Shall Include:

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

Well Operator: SWN Production Company, LLC
Telephone: 304-517-8603
Email: Michael_Yates@swn.com

Address: PO Box 1300, 179 Innovation Drive
Jane Lew, WV 26370
Facsimile: 304-684-1691

Oil and Gas Privacy Notice:

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

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WV Department of
Environmental Protection



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
 Charleston, West Virginia 25305-0430 • (304) 558-3505

Jim Justice
 Governor

Thomas J. Smith, P. E.
 Secretary of Transportation/
 Commissioner of Highways

April 4, 2017

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 Mike Ryniawec Pad, Brooke County

Mike Ryniawec BRK 1H

Dear Mr. Martin,

The West Virginia Division of Highways has transferred Permit #06-2011-0475 for the subject site to Southwestern Energy for access to the State Road for the well site located off of Brooke County Route 28/4 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

Cc: Brittany Woody
 Southwestern Energy
 CH, OM, D-6
 File

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FRAC ADDITIVES			
Product Name	Product Use	Chemical Name	CAS Number
EC6734A (Champion Technologies)	Biocide	Hydrogen Peroxide	7722-84-1
		Acetic Acid	64-19-7
		Peroxyacetic Acid	79-21-0
GYPTRON T-390 (Champion Technologies)	Scale Inhibitor	Methanol	67-56-1
		Nonylphenol Ethoxylate	Proprietary
Bactron K-139 (Champion Technologies)	Biocide	Glutaraldehyde	111-30-8
		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
		Quaternary Ammonium Compounds, Benzyl-C12-16-Alkyldimethyl, Chlorides	68424-85-1
EC6486A (Nalco Champion)	Scale Inhibitor	Amine Triphosphate	Proprietary
		Ethylene Glycol	107-21-1
WFRA-2000 (U.S. Well Services)	Anionic Friction Reducer	Hydrotreated light distillate (petroleum)	64742-47-8
		Propenoic acid, polymer with propenamide	9003-06 9
AI-303 (U.S. Well Services)	Mixture	Ethylene glycol	107-21 1
		Cinnamaldehyde	104-55 2
		Butyl cellosolve	111-76 2
		Formic acid	64-18 6
		Polyether	Proprietary
		Acetophenone, thiourea, formaldehyde polymer	68527-49 1
AP ONE (U.S. Well Services)	Breaker	Ammonium persulfate	7727-54-0
OPTI-FLEX (U.S. Well Services)	Viscosifying Agent	Distillates, petroleum, hydrotreated light	64742-47-8

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WEST VIRGINIA 811

CALL BEFORE YOU DIG!

Dial 811 or 800.245.4848
Miss Utility of West Virginia

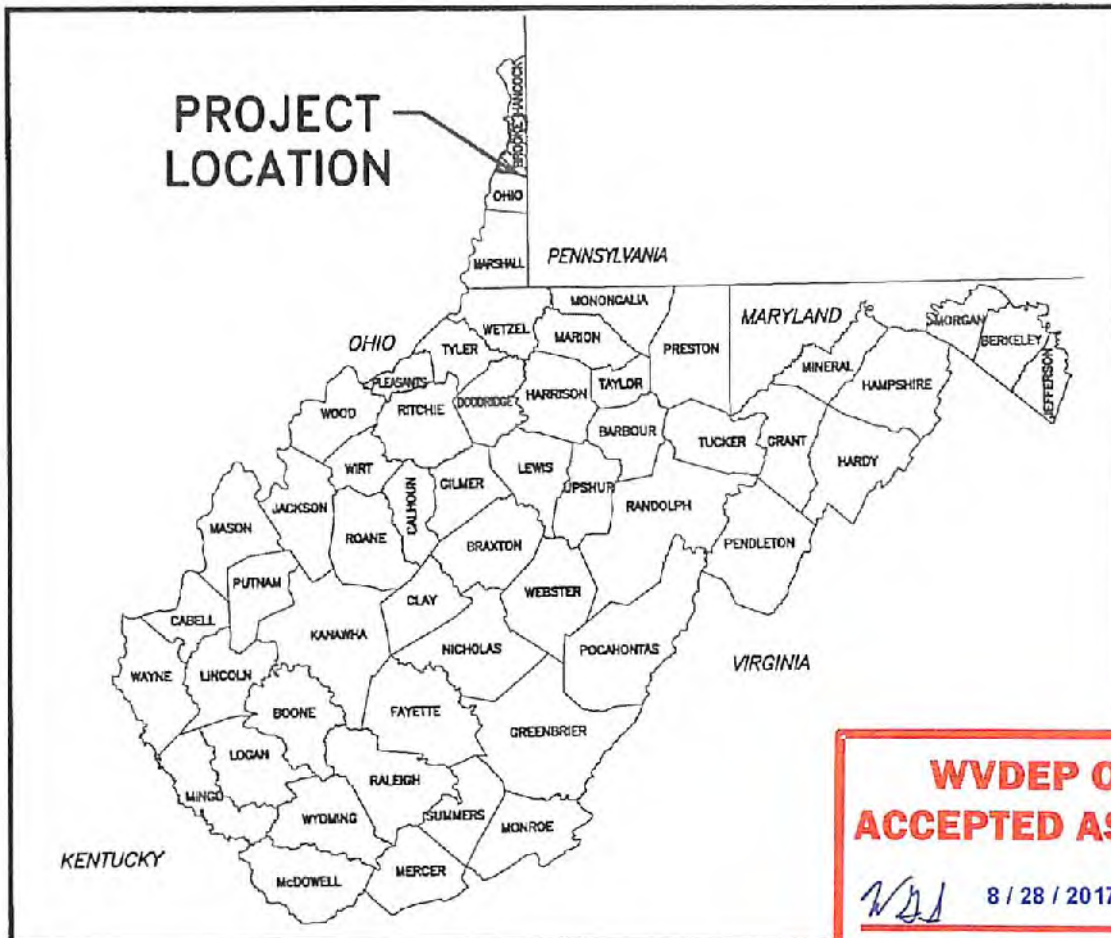
AT LEAST 48 HOURS, BUT NOT MORE THAN 10 WORKING DAYS (EXCLUDING WEEKENDS AND HOLIDAYS), PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, ALL CONTRACTORS INVOLVED IN THESE ACTIVITIES SHALL CONTACT MISS UTILITY OF WEST VIRGINIA AT 811 OR 1-800-245-4848.

AS-BUILT SITE

FOR

MIKE RYNIAWEC

BUFFALO DISTRICT, BRO



PROJECT LOCATION

**WVDEP OOG
ACCEPTED AS-BUILT**

WJL 8/28/2017

COUNTY MAP

N.T.S.

LIST OF DP

- TS1.1 COVER
- EP2.1 EVACUA
- EP2.2 EVACUA
- AS3.1 AS-BUI
- AS3.2 AS-BUI
- AS3.3 AS-BUI
- CRA4.1 ACCESS
- CRA4.2 PAD CR
- MRP5.1 RECLAM
- MRP5.2 RECLAM
- MRP5.3 RECLAM
- MRD6.1 DETAILS
- MRD6.2 DETAILS
- MRD6.3 DETAILS

THIS ENGINEER'S CERTIFICATION COVERS UPDATING THE MIKE RYNIAWEC BRK PAD "A" TO CURRENT WEST VIRGINIA STANDARDS AND COVERS ONLY THE ADDITION OF THE CONTAINMENT BERM, MOUNTABLE BERM AT THE PAD ENTRANCE AND THE RECLAMATION PLAN.

PRINTED NAME: PATRICK G. DeNARDO, PE

SIGN NAME:

SWN

Southwestern Energy®

OPERATOR

SWN PRODUCTION CO., LLC
P.O. BOX 1300
JANE LEW, WV 26378
(832) 795-1610

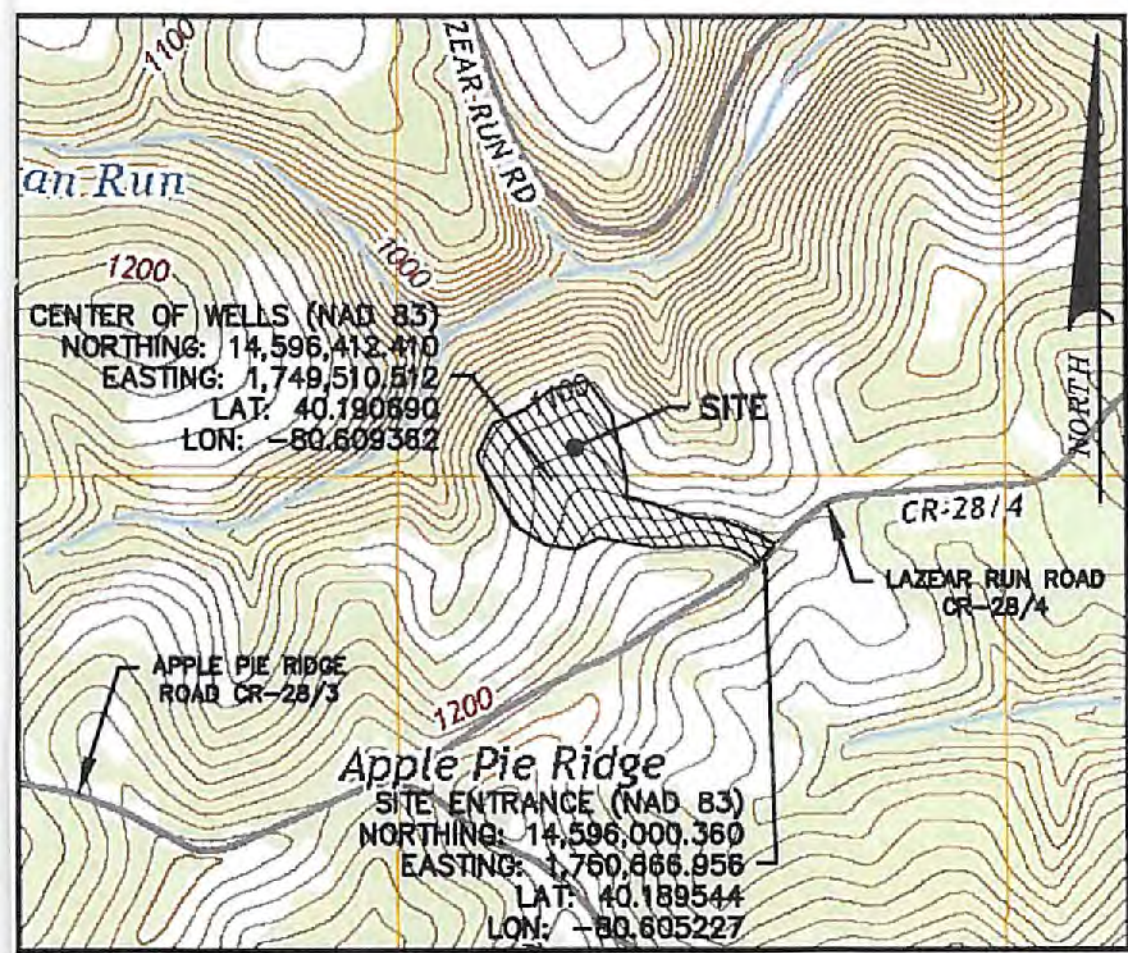
PLAN

BRK PAD "A"

WV BROOKE COUNTY, WV



DRAWN BY: DAW
 DATE: 01/21/2016 REV. 05/31/2017
 SCALE: AS SHOWN
 DWG. NO. 087569046



LOCATION MAP
 SCALE - 1"=1000'

DRAWINGS

- SHEET
- LOCATION ROUTE/PREVAILING WINDS
- LOCATION ROUTE/PREVAILING WINDS
- PLAN OVERVIEW
- PLAN SITE PLAN
- PLAN SITE PLAN
- ROAD PROFILE
- CROSS SECTIONS
- LOCATION OVERVIEW
- LOCATION PLAN
- LOCATION PLAN

SITE DATA

TOTAL DISTURBED AREA: 14.99 ACRES
 ROAD DISTURBED AREA: 5.30 ACRES
 PAD DISTURBED ACRES: 9.69 ACRES
 ACCESS ROAD LENGTH: 1,340'
 ACCESS ROAD AVERAGE WIDTH: 20'
 WELL PAD ELEVATION: 1147.4

WELL API NUMBERS

WELL NUMBER	API NUMBER	CELLAR DIAMETER	CELLAR DEPTH	CELLAR MATERIAL
BH	API 009-00109	8 FT	8 FT	CMP

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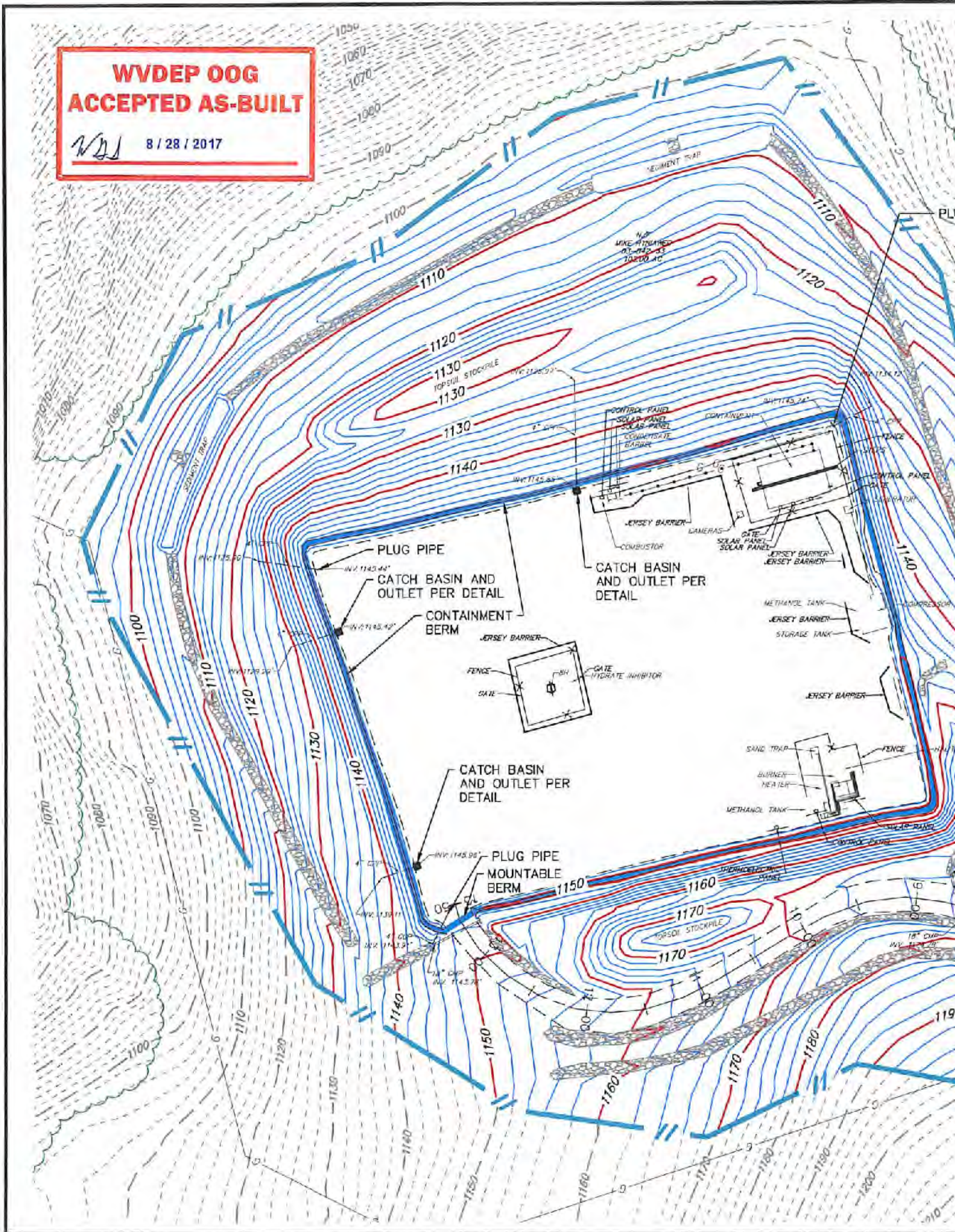
TS1.1

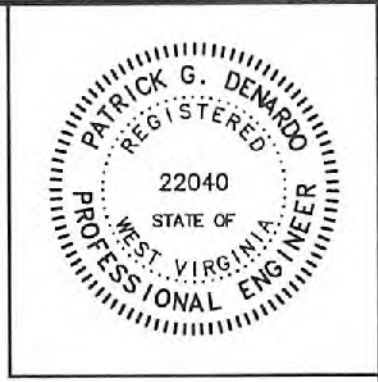
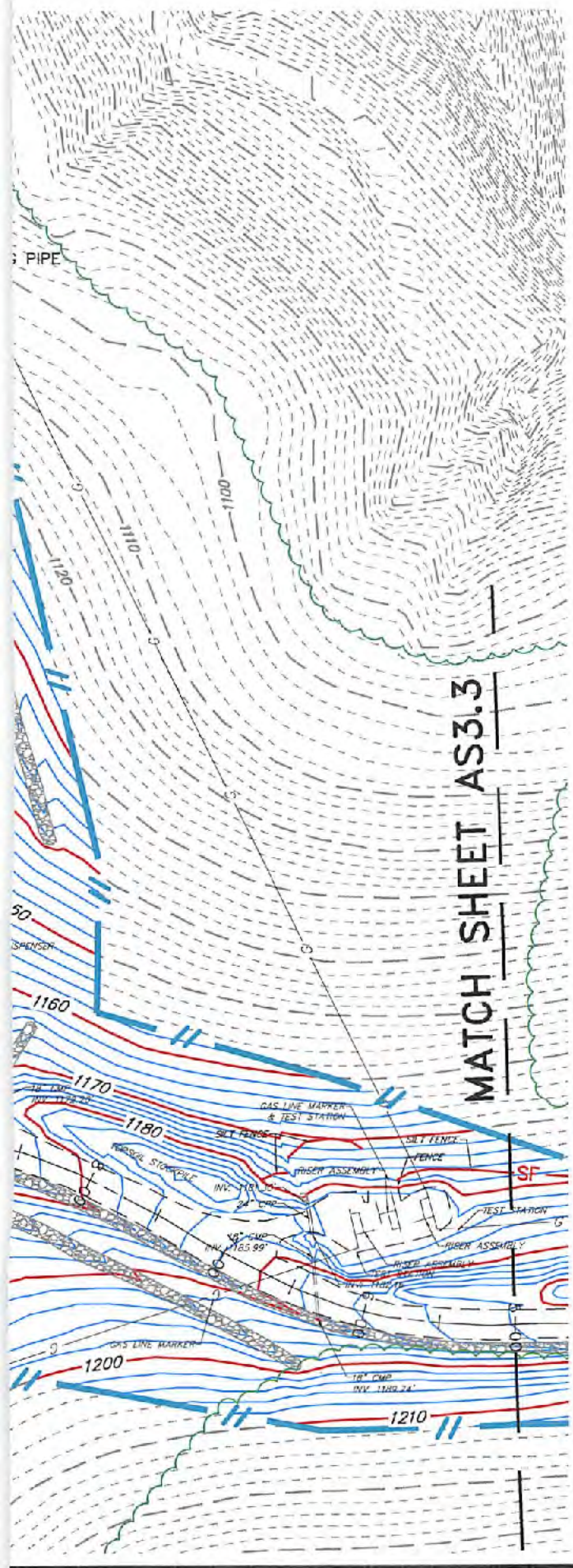
RETTEW
 RETTEW Associates, Inc.
 One Robinson Plaza, 6600 Steubenville Pike, Suite 200,
 Pittsburgh, PA 15205
 Phone (412) 446-1728 • Fax (412) 446-1733
 Engineers • Planners • Surveyors • Landscape Architects
 Environmental Consultants

COVER SHEET FOR
MIKE RYNIAWEC BRK PAD "A"
 BUFFALO DISTRICT BROOKE COUNTY, WV

**WVDEP OOG
ACCEPTED AS-BUILT**

WJ 8 / 28 / 2017





LEGEND

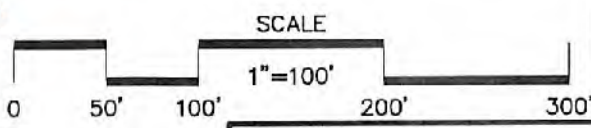
- LIMITS OF DISTURBANCE
- EXISTING CHAIN-LINK FENCE
- EXISTING CONTOUR LINE
- AS-BUILT MAJOR CONTOUR LINE
- AS-BUILT MINOR CONTOUR LINE
- EXISTING WELL HEAD
- EXISTING TREELINE
- EXISTING RIPRAP

DRAWN BY: DAW
 DATE: 01/21/2016 REV. 05/31/2017
 SCALE: 1"=100'
 DWG. NO. 087569046

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 RETTEW Associates, Inc.
 One Robinson Plaza, 8600 Steubenville Pike, Suite 200,
 Pittsburgh, PA 15205
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AS-BUILT SITE PLAN
 FOR
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 BUFFALO DISTRICT BROOKE COUNTY, WV

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AS3.2