



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

Tuesday, July 16, 2019
WELL WORK PERMIT
Horizontal 6A / New Drill

JAY-BEE OIL & GAS, INC.
1720 RT. 22 E

UNION, NJ 070830000

Re: Permit approval for P5N4U
47-073-02593-00-00

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: P5N4U
Farm Name: BB LAND LLC
U.S. WELL NUMBER: 47-073-02593-00-00
Horizontal 6A New Drill
Date Issued: 7/16/2019

A blue ink signature of James A. Martin, written in a cursive style, is positioned to the right of the text identifying him as Chief.

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.

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.



west virginia department of environmental protection

Oil and Gas Conservation Commission
601 57th Street SE, Charleston, WV 25304
304-926-0499 Ext 1274

Barry K. Lay, Chairman
dep.wv.gov

June 18, 2019

Department of Environmental Protection
Office of Oil and Gas
Charleston, WV 25304

RE: Application for Deep Well Permit – API #47-073-02593

COMPANY: Jay-Bee Oil & Gas, Inc.

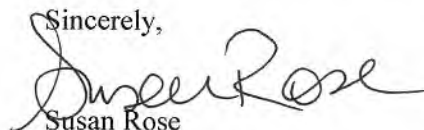
FARM: BB Land, LLC P5N4U

COUNTY: Pleasants DISTRICT: Union QUAD: Bens Run

The deep well review of the application for the above company is Approved to drill to Trenton for Point Pleasant completion

The applicant has complied with the provision of Chapter 22C-9, of the Code of West Virginia, nineteen hundred and thirty-one (1931), as amended, Oil and Gas Conservation Commission as follows:

1. Comments to Notice of Deviation filed? No
2. Provided a certified copy of duly acknowledged and recorded consent and easement form from all surface owners? Yes
3. Provided a tabulation of all deep wells within one mile of the proposed location, including the API number of all deep wells: yes; 47-073-02588, 47-073-02583, 47-073-02579, 47-073-02578, 47-073-02595, 47-073-02587; the following wells were permitted as deep wells but are producing from shallow formations 47-073-02484, 47-073-02502, 47-073-02495, 47-073-02428, 47-073-01314
4. Provided a plat showing that the proposed location is a distance of 400+ feet from the nearest lease line or unit boundary and showing the following wells drilled to or capable of producing from the objective formation within 3,000 feet of the proposed location.

Sincerely,

Susan Rose
Administrator

4767-00000

WW-6B
(04/15)

API NO. 47- 73-02593
OPERATOR WELL NO. P5N4U
Well Pad Name: P5

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

1) Well Operator: Jay-Bee Oil & Gas, Inc. 24610 Pleasants Union Ben's Run 7.5'
Operator ID County District Quadrangle

2) Operator's Well Number: P5N4U Well Pad Name: P5

3) Farm Name/Surface Owner: BB Land, LLC Public Road Access: Arvilla Rd.

4) Elevation, current ground: 896.1' Elevation, proposed post-construction: 868.1'

5) Well Type (a) Gas X Oil _____ Underground Storage _____
Other _____

(b) If Gas Shallow _____ Deep X
Horizontal X

6) Existing Pad: Yes or No No

REP
11/20/2018

7) Proposed Target Formation(s), Depth(s), Anticipated Thickness and Expected Pressure(s):
Utica: 10,196' Depth, 256' Thickness, 8000 psi, Trenton: 10,481' Depth Thickness, 180' Thickness, 8000 psi

8) Proposed Total Vertical Depth: 10,481' TVD, 10,196' TVD (Horizontal section)

9) Formation at Total Vertical Depth: Trenton (TVD) Utica (Horizontal)

10) Proposed Total Measured Depth: 22,757'

11) Proposed Horizontal Leg Length: 9,529..7'

12) Approximate Fresh Water Strata Depths: 127'

13) Method to Determine Fresh Water Depths: API 47-073-00798 Freshwater, 47-073-00636 Saltwater, 47-073-00099 Coal

14) Approximate Saltwater Depths: 1,756.1'

15) Approximate Coal Seam Depths: 456.1-461.1'

16) Approximate Depth to Possible Void (coal mine, karst, other): N/A

17) Does Proposed well location contain coal seams directly overlying or adjacent to an active mine? Yes _____ No X

(a) If Yes, provide Mine Info: Name: _____
Depth: _____
Seam: _____
Owner: _____

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*Leasehold
Lic Agmt*

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	26	New	H40	94 lb./ft	30'	30'	CTS 49 Cu. Ft.
Fresh Water	18 5/8	New	K55	87.5 lb./ft	300'	300'	CTS 375 Cu. Ft.
Coal	13 3/8	New	J55	61 lb./ft	1,800'	1,800'	CTS 1,250 Cu. Ft.
Intermediate	9 5/8	New	HCP-110	47 lb./ft	7,100'	7,100'	1,910 Cu. Ft.
Production	5 1/2	New	P110	23 lb./ft	22,757'	22,757'	5079 Cu. Ft.
Tubing	N/A						
Liners	N/A						

Job 11/20/2018

TYPE	Size (in)	Wellbore Diameter (in)	Wall Thickness (in)	Burst Pressure (psi)	Anticipated Max. Internal Pressure (psi)	Cement Type	Cement Yield (cu. ft./k)
Conductor	26	30	.375	N/A	50	Class A	1.18-1.20
Fresh Water	18 5/8	24	.435	2,250	1,000	Class A	1.18-1.20
Coal	13 3/8	17 1/2	.480	3,090	1,500	Class A	1.18-1.24
Intermediate	9 5/8	12 1/4	.472	9,440	2,000	Class A	1.18-3.00
Production	5 1/2	8 1/2	.415	16,800	2,500	Type 1 Cement	1.36-2.08
Tubing	N/A						
Liners	N/A						

PACKERS

Kind:	N/A			
Sizes:	N/A			
Depths Set:	N/A			RECEIVED Office of Oil and Gas

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WW-6B
(10/14)

API NO. 47- _____ - _____
OPERATOR WELL NO. P5N4U
Well Pad Name: P5

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

Drill vertical section of this well into the Trenton for logging purposes and to gather information. After that is complete we will plug back the well with a solid cement plug from TD to KOP, effectively plugging the Trenton formation, and drill a Horizontal section through the Point Pleasant formation.

JCB
11/20/2018

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

+/- 200' per stage using 8,000bbls of water per stage and approx. 180,000-200,000lbs. of sand Friction reducer at a 1.0gpt ratio Scale inhibitor at a .25gpt ratio biocide for prevention of bacteria growth at a .25gpt ratio and 2000 gallons of 15% acid @ 70-80BPM with pressure ranging from 6,000 to 11,000PSI. The use of a gelling agent and a breaker may be used if needed throughout the fracturing process. Water and sand will make up approximately 99% of the fluid used to stimulate with.

21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres): 21.6

22) Area to be disturbed for well pad only, less access road (acres): 10.67

23) Describe centralizer placement for each casing string:

Conductor: None
Surface: 1 on joint above shoe and then one every 4th joint to surface
Intermediate 2 Strings: 1 on joint above shoe and then on every 4th joint to surface
Production: Horizontal every 42' Spiral Centralizer, Curve - every 84' Spiral Centralizer. Vertical every 500' to surface

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

Conductor: Class A no additives
Surface: Class A Cement, 2% Calcium Chloride, 1/4# flake
Intermediate 1: Class A Cement, Calcium Chloride, Bentonite, FP-13L, BA-10A
Intermediate 2: Class A Cement, BA-90, Potassium Chloride (KCL), MPA-170, R-3, Sodium Metasilicate (SMS), FL-52, ASA-301
Production Lead: 50/50 Poz-Class A+10% Salt-(BWOW)+3%Bentonite+0.65% Super FL-200+0.1%SEC-10+0.5% Air Out+0.1% R-1
Production Tail: 50/50 Poz-Class A+10% Salt-(BWOW)+3%Bentonite+0.65% Super FL-200+0.1%SEC-10+0.5% Air Out+0.1% R-1

25) Proposed borehole conditioning procedures:

Air Hole: 24" 17 1/2" & 12 1/4" - Circulate until clean with air. If soaping, slug then dry.

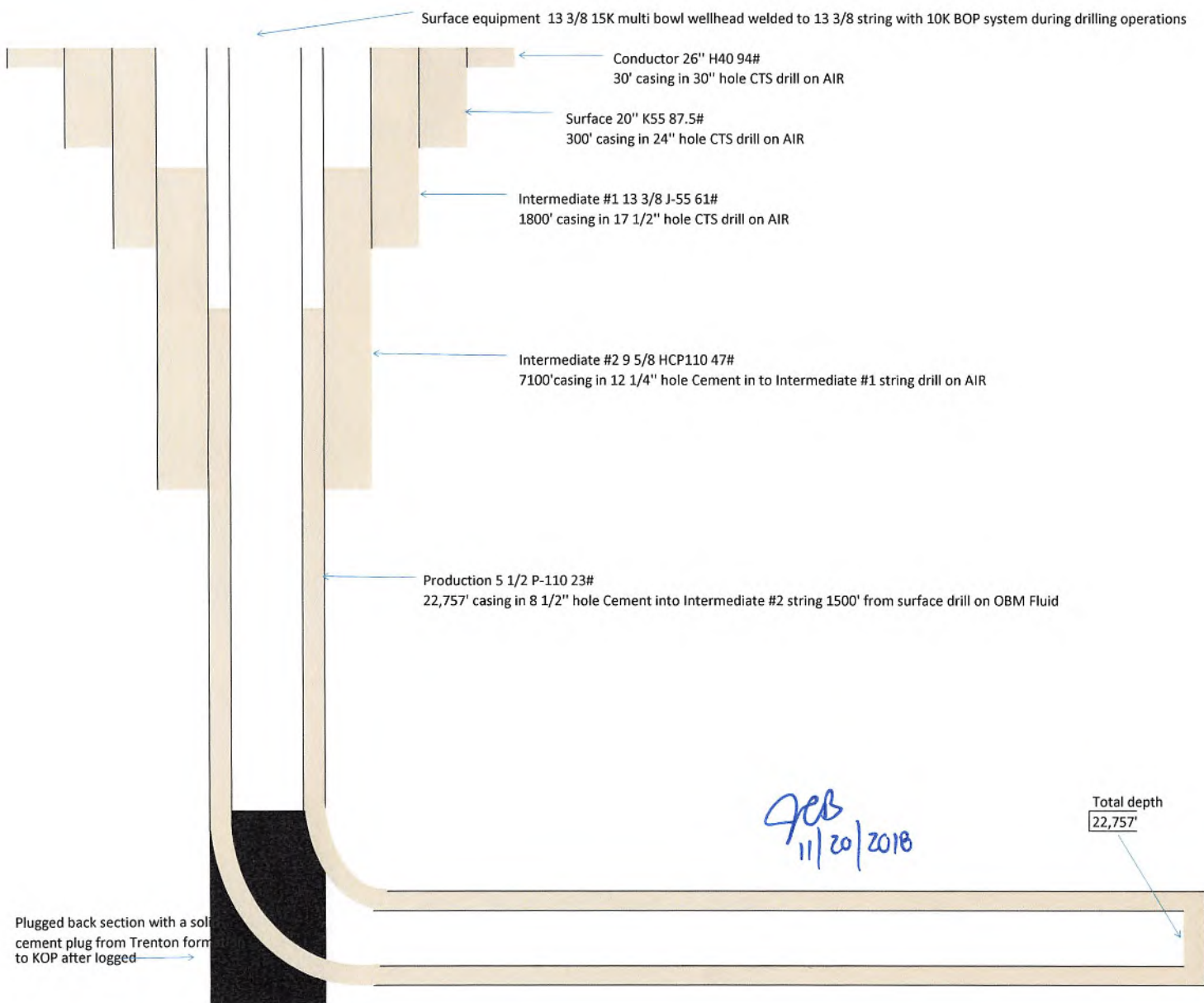
8 1/2" Hole drilled on fluid for the 5 1/2" casing will be circulated 5-6 bottoms up and minimum of 2 heavy weighted sweeps will be pumped to ensure all cuttings are circulated continued until no cuttings are retrieved

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*Note: Attach additional sheets as needed.

4707302593

Well Name: P54NU Pleasants County, WV
Elevation: 868.1' Cement



Jeb
11/20/2018

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

FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

Operator Name Jay Bee oil and Gas, Inc OP Code 24610

Watershed (HUC 10) Middle Island Creek Quadrangle Bens Run 7.5'

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: JCB 11/20/2018

- Land Application
- Underground Injection (UIC Permit Number 47-085-09721)
- Reuse (at API Number _____)
- Off Site Disposal (Supply form WW-9 for disposal location)
- Other (Explain Using Contract Haulers)

Will closed loop system be used? If so, describe: Yes, Centrifuge Drying Shaker System for Top Hole & Horizontal section

Drilling medium anticipated for this well (vertical and horizontal)? Air, freshwater, oil based, etc. Air Vertical / Horizontal OBM

-If oil based, what type? Synthetic, petroleum, etc. ABS 40 (Aliphatic Base System) Synthetic

Additives to be used in drilling medium? Barite, ABS MUL/VIS, Bentone990, CACL2, CalCarb,FLR, Lime,Multifiber,Permaseal,Nut Plug

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

-Landfill or offsite name/permit number? Meadowfill/Permit 101219WV

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) Chris Lindsey
Company Official Title Office Manager

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Subscribed and sworn before me this 13th day of December, 20 18

Teresa R. Hall

My commission expires Oct 9th 2019

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Teresa R. Hall
2402 11th Ave #4
Vienna, WV 26105
My Commission Expires Oct. 09, 2019

73-02593

Form WW-9

Operator's Well No. P5N4U

Jay-Bee Oil & Gas, Inc.

Proposed Revegetation Treatment: Acres Disturbed 21.6 Prevegetation pH 6.8

Lime 3 Tons/acre or to correct to pH 6.8

Fertilizer type 10-20-20

Fertilizer amount 500 lbs/acre

Mulch Hay 20 Tons/acre

Seed Mixtures

Temporary		Permanent	
Seed Type	lbs/acre	Seed Type	lbs/acre
Annual Ryegrass	40	KY Bluegrass	20
Field Bloomgrass	40	Creeping Red Fescue	30
Sudangrass	40	Perennial Ryegrass	10

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]

Comments: _____

Title: Oil & Gas Inspector

Date: 11/20/2018

Field Reviewed? Yes

No

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P5N4U
P51

**WELL
SITE
SAFETY
PLAN**

JAY-BEE OIL & GAS, INC

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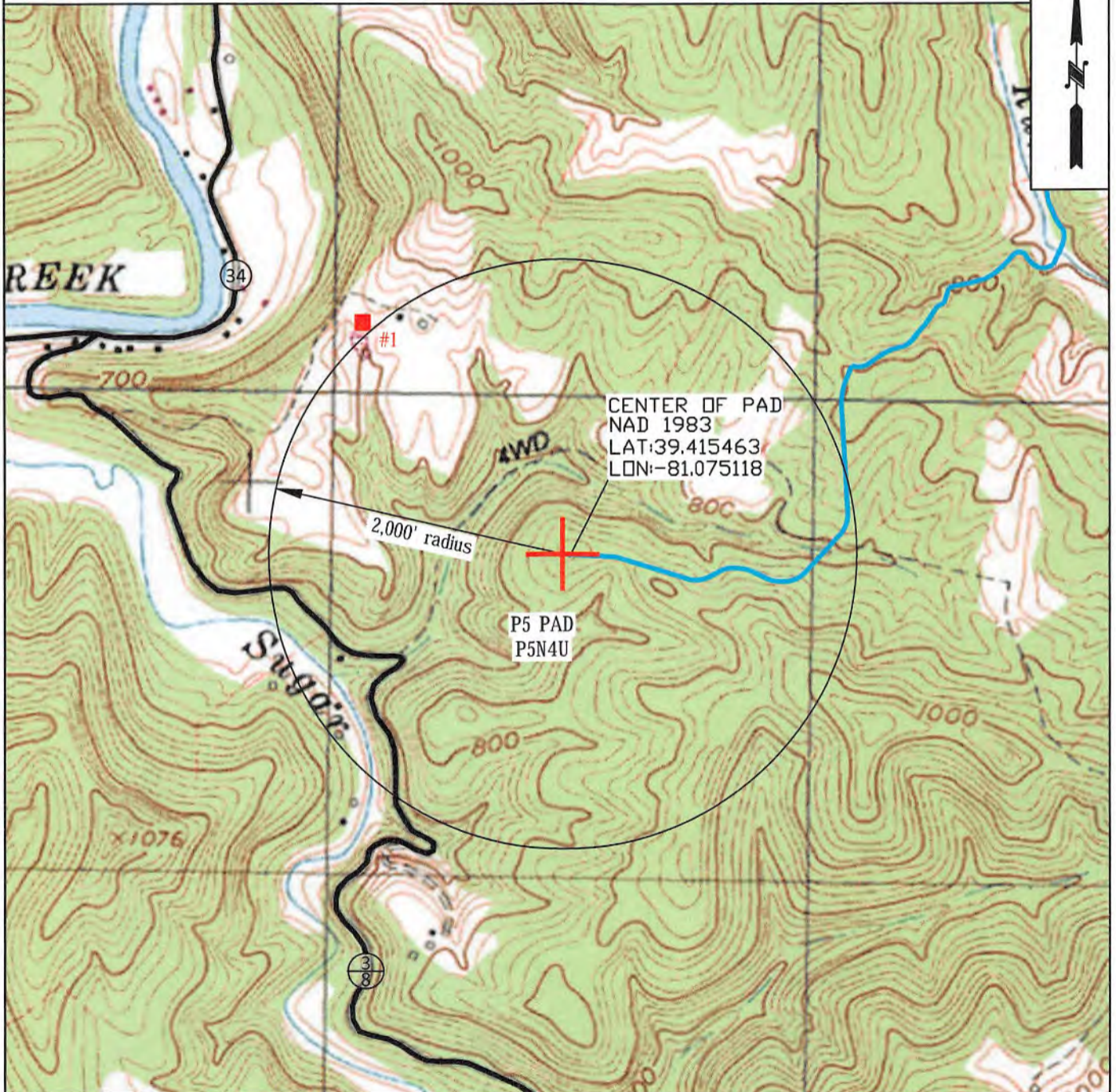
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WW-6A

**PROPOSED P5 PAD
P5N4U**

SUPPLEMENT PG 1

There appears to be One (1) possible water source within 2,000'.



	OPERATOR	P5N4U	TOPO SECTION	LEASE NAME
	JAYBEE OIL & GAS INC. 3570 Shields Hill Rd. Cairo, WV 26337		BENS RUN 7.5' SCALE: 1" = 1000'	BB LAND LLC DATE: DATE: 11-15-2018

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WW-6A

Supplement Pg. 1A

JayBee Oil & Gas Inc.
3570 Shields Hill Rd.
Cairo, WV 26337

WATER WELL REPORT

Well: P5N4U
District: Union
County: Pleasants
State: WV

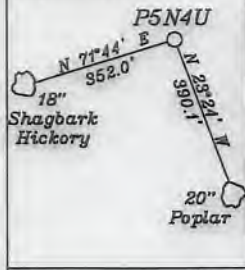
There appears to be One (1) possible water source within 2,000 feet of the above referenced well location.

Topo Spot # 1 (House/Cabin) TM 11 Par. 27 Darin J. Barber 330-949-5384 330-451-9909 304-863-6333 1745 Sweetkeaf Cir. Massillon, OH 44647		
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References:

LATITUDE 39-27-30 N (BH) Bottom Hole 4,815'

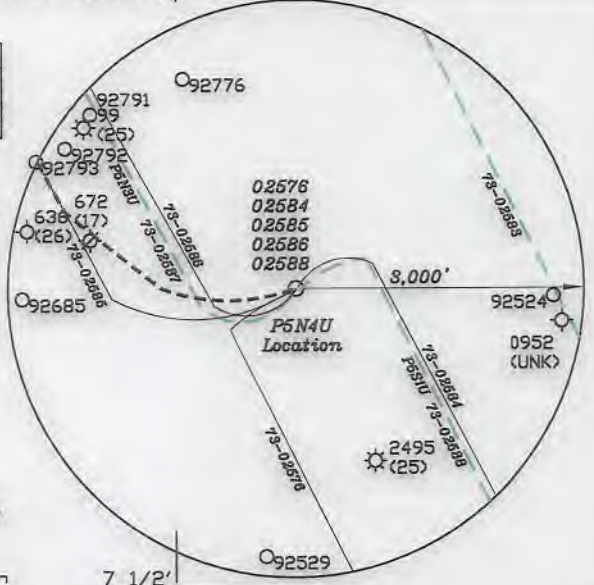


Bottom Hole
Geo NAD 83
39.440383 N, 81.100386 W
UTM NAD 83(Meters)
4365653.06 N, 491361.58 E
UTM NAD 83(Feet)
14322980.09 N, 1612075.45 E

TH 7 1/2'
— LEGEND —
— Unit Boundary Line
400' from Bore Path
— 500' from Bore Path

NUMBER	DIRECTION	DISTANCE
L1	N02°36' E	1,869.0'
L2	S73°54' W	2,980.1'
L3	N71°43' W	2,531.1'

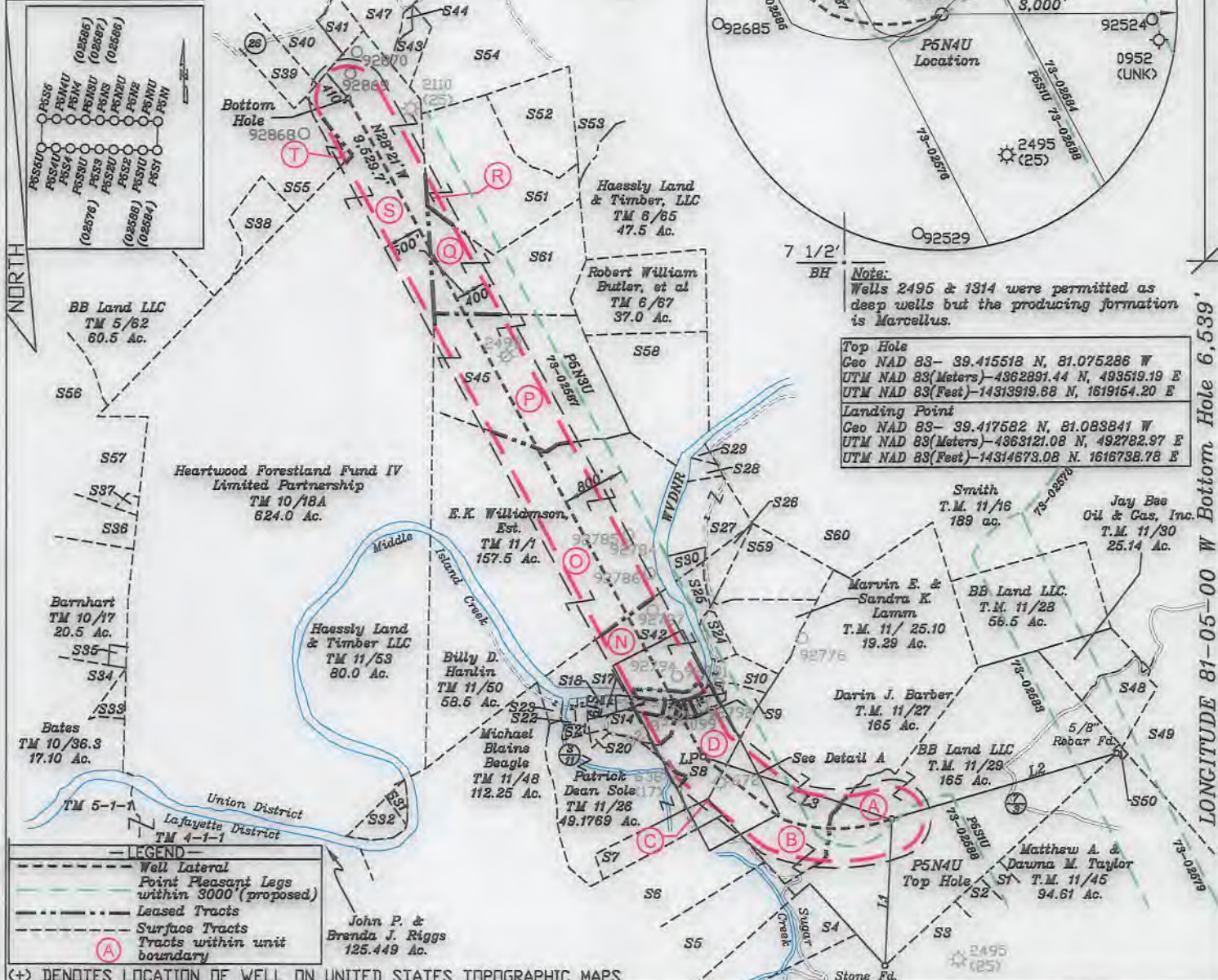
P5N4U
UNIT SIZE
236.166 ± AC.



Note:
Wells 2495 & 1314 were permitted as deep wells but the producing formation is Marcellus.

Top Hole
Geo NAD 83— 39.415518 N, 81.075286 W
UTM NAD 83(Meters)—4362891.44 N, 493519.19 E
UTM NAD 83(Feet)—14313919.68 N, 1619154.20 E

Landing Point
Geo NAD 83— 39.417582 N, 81.083841 W
UTM NAD 83(Meters)—4363121.08 N, 492782.97 E
UTM NAD 83(Feet)—14314673.08 N, 1616738.78 E



— LEGEND —
Well Lateral
Point Pleasant Legs within 3000' (proposed)
Leased Tracts
Surface Tracts
Tracts within unit boundary

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

FILE NO. _____
DRAWING NO. 1
SCALE 1" = 2000'
MINIMUM DEGREE OF ACCURACY 1 in 200
PROVEN SOURCE OF ELEVATION GPS
submeter unit

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

(SIGNED) David L. Jackson
R.P.E. _____ P.S. 708



STATE OF WEST VIRGINIA
Division of Environmental Protection
OFFICE OF OIL AND GAS

DATE March 21, 2019
OPERATOR'S WELL NO. P5N4U
API WELL NO. 47-073-02593 MUA

WELL TYPE: OIL GAS X LIQUID INJECTION _____ WASTE DISPOSAL _____
(IF "GAS") PRODUCTION X STORAGE _____ DEEP X SHALLOW _____

LOCATION: ELEVATION 868.1' WATER SHED Sugar Creek of Outlet Middle Island Creek (HUC-10)
DISTRICT Union COUNTY Pleasants
QUADRANGLE Bens Run 7 1/2'

SURFACE OWNER BB Land LLC ACREAGE 165.0 Ac.
OIL & GAS ROYALTY OWNER Jay Bee Royalty LEASE ACREAGE 165.0 Ac.
LEASE NO. P7207

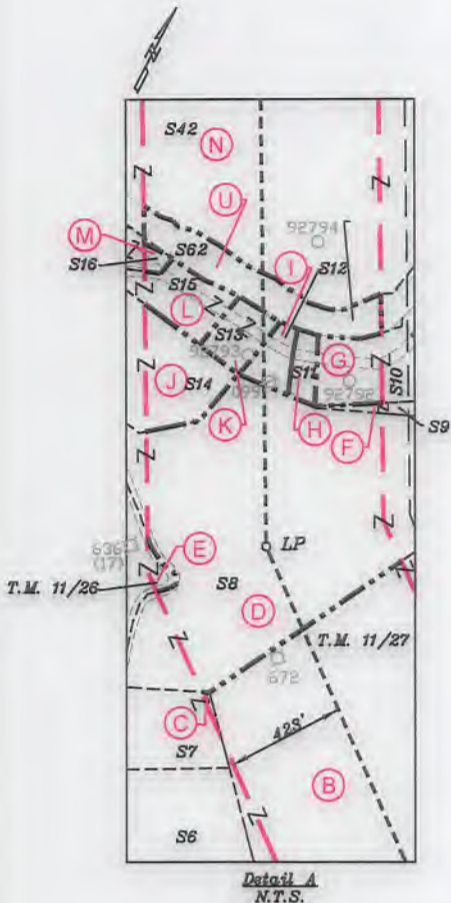
PROPOSED WORK: DRILL X CONVERT _____ DRILL DEEPER _____ REDRILL _____ FRACTURE OR
STIMULATE X PLUG OFF OLD FORMATION _____ PERFORATE NEW
FORMATION _____ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) _____

PLUG AND ABANDON _____ CLEAN OUT AND REPLUG _____
TARGET FORMATION Point Pleasant ESTIMATED DEPTH TVD = 10,196'; TMD = 22,757'
WELL OPERATOR Jay-Bee Oil & Gas, Inc. DESIGNATED AGENT Randy Broda
ADDRESS 1720 Route 22 E, Union, NJ 07083 ADDRESS 3570 Shields Hill Rd., Cairo, WV 26337

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

P5N4U
UNIT SIZE
236.166± AC.

TRACT	SURFACE OWNER	TM PARCEL	
		Union	Dist. ACRES
S1	MATTHEW A. & DAWNA M. TAYLOR	11 / 43	18.6
S2	MATTHEW A. & DAWNA M. TAYLOR	11 / 44	25.8
S3	MELANIE JO MANUSE REVOCABLE TRUST	11 / 41	123.27
S4	GOLDEN EAGLES RESOURCES LLC & HUMMER PROPERTIES LLC	11 / 40	62.063
S5	MAX E. & LINDA L. HALL & CLINTON HALL JR. ESTATE	11 / 34	38.33
S6	GOLDEN EAGLE RESOURCES LLC	11 / 35	30.893
S7	C EDWARD W. JEFFREY L. WILLIAMSON	11 / 33	14.25
S8	D KENNETH G. & DORIS A. HOLMES	11 / 25.12	21.267
S9	F JOSHUA S. & ABIGAIL K. HOLMES	11 / 25.14	2.268
S10	G RONALD S. & VICKIE L. HOLMES	11 / 25.11	0.75
S11	H MATTHEW S. & STEFANIE A. HOLMES	11 / 25.6	0.581
S12	I JON. R. & SHARON Y. BAILEY	11 / 25.13	0.624
S13	K DEANE SCHULTHEIS	11 / 25.5	0.75
S14	J KENNETH G. & DORIS A. HOLMES	11 / 25.3	5.621
S15	L BENNY D. & C. DARLENE WHARTON	11 / 25.4	2.25
		11 / 25.8	TOTAL
S16	M THETA D. & NEAL RODNEY MYERS	11 / 24	0.21
S17	JAMES KEVIN STOUT, ET AL	11 / 23.1	0.524
S18	JAMES KEVIN STOUT, ET AL	11 / 23.2	0.084
S19	STEPHEN A. & LINDA K. POYNTER	11 / 23	0.93
S20	SUGAR VALLEY SCHOOL	11 / 25.1	0.57
S21	GRANT HOSKINSON	11 / 22	3.63
S22	DEPARTMENT OF NATURAL RESOURCES	11 / 22.1	1.37
S23	MICHAEL BLANIE BEACLE	11 / 21	1.0
S24	EMMA JULIA FELL MIXER	11 / 25	5.033
S25	GARY BURIAN	11 / 2	6.1
S26	EMMA JULIA FELL MIXER	11 / 25.2	4.687
S27	KENNETH G. HOLMES, ET AL	11 / 3	18.45
S28	ROGER Q. & KIMBERLY A. HOLMES, ET AL	11 / 3.1	1.75
S29	ROGER Q. & KIMBERLY A. HOLMES, ET AL	11 / 4	1.0
S30	EDWARD B. & MELISSA K. HOLMES	11 / 3.2	3.447
S31	JOHN TICE	11 / 51.1	1.0
S32	JIMMY M. THAXTON II	11 / 51	5.564
S33	JOHN P. & BRENDA J. RIGGS	10 / 49	4.0
S34	JESSE M. & JUDITH K. BARNHART	10 / 24	25
S35	JESSE M. & JUDITH K. BARNHART	10 / 26	1.0
S36	LARRY O. & BRENDA L. BARNHART	10 / 25	10.0
S37	LARRY O. & BRENDA L. BARNHART, ET AL	5 / 7.1	1.0
S38	HEARTWOOD FORESTLAND FUND IV LIMITED PARTNERSHIP	5 / 56.1	12.5
S39	CARROLL L. ASH	5 / 36	15.0
S40	MICHEAL W. METZ	5 / 37	20.0
S41	NATHAN WADE BENNETT	6 / 109	5.011
S42	N KENNETH HOLMES ET AL	11 / 25.7	40.88
S43	DAVID ROGER & PATTY SUE MCCARTNEY	6 / 30.1	6.0
S44	DAVID ROGER & PATTY SUE MCCARTNEY	6 / 31	0.75
S45	P BB LAND, LLC	6 / 66	85.0
S47	HEARTLAND FORESTLAND FUND IV LIMITED PARTNERSHIP	6 / 100	84
S48	JAY BEE OIL & GAS, INC.	11 / 31	13.11
S49	LARRY WILLIAM HORNER, ET AL	11 / 32	231.82
S50	GARDNER CEMETERY	11 / 45.1	0.39
S51	R LOUIE A. STANLEY	6 / 37	60.0
S52	CHARLES R. & BETH ANN MANKINS	6 / 38	23.5
S53	CHARLES R. & BETH ANN MANKINS	6 / 39	25.5
S54	CHARLES R. & BETH ANN MANKINS	6 / 30	45.0
S55	T MARK J. & MICHELLE LYNN WEAVER	5 / 56	117.412
S56	JOSEPH & CYNTHIA AYERS	5 / 61	35.981
S57	RICHARD C. & DIANE BEANE	10 / 7	20.0
S58	ROBERT WILLIAM BUTLER, ET AL	6 / 103	38.93
S59	ROGER Q. & KIMBERLY A. HOLMES	11 / 25.9	20.53
S60	ROGER Q. & KIMBERLY A. HOLMES	11 / 5	111.0
S61	Q HEARTLAND FORESTLAND FUND IV LIMITED PARTNERSHIP	6 / 64	45.75
S62	U WEST VIRGINIA DIVISION OF NATURAL RESOURCES	MIDDLE ISLAND CREEK	2.33 calc.



P.S. 708
David L Jackson

Notes:
1. All wells within 500' of the horizontal leg are shown on this plat based upon information taken from DEP mapping, well plats, & aerial photos.
2. Ties to wells and corners are based on State Plane Grid North-WV North Zone NAD 83.
3. No water wells were found within 250' of the well location. No dwellings or buildings were found within 625' from the center of the proposed pad. No perennial streams are located within 100' of LOD. No producing trout stream is located within 300' of LOD.
4. All deep wells within 3000' of well bore path are shown on this plat.

47-073-02593 M6A



Jay Bee
Oil & Gas
DRILLING
into the future

OPERATOR'S WELL #:	P5N4U	P5N4U Well Plat PAGE 2 OF 3 DATE: 03/15/2019
DISTRICT:	UNION	
COUNTY:	PLEASANTS	
STATE:	WV	

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

P5N4U
UNIT SIZE
236.166 ± AC.

Tracts	Tax Map/Parcel Union District	Lease #	Lessor, Grantor, etc
A	11/29	P7207	Jay Bee Royalty
B	11/27	P7206	Hazel Bunner
B	11/27	P7206	Antero Resources Corp
B	11/27	P7206	Jay Bee Royalty
C	11/33	P7266	Edward Williamson
C	11/33	P7266	Jeffery Williamson
D	11/25.12	P7267L	Virginia Ruth Fell Sole
D	11/25.12	P7267L	Emma Julia Fell Mixer
D	11/25.12	P7267L	Kenneth G. & Doris A. Holmes
E	11/26	P7267N	Virginia Ruth Fell Sole
E	11/26	P7267N	Emma Julia Fell Mixer
E	11/26	P7267N	Ronald and Vickie Holmes
E	11/26	P7267N	Roger and Kimberly Holmes
E	11/26	P7267N	Marvin and Sandra K. Lamm
E	11/26	P7267N	Kenneth G. Holmes
F, G	11/25.11; 25.14	P7267K	Ronald and Vickie Holmes
F, G	11/25.11; 25.14	P7267K	Virginia Ruth Fell Sole
F, G	11/25.11; 25.14	P7267K	Emma Julia Fell Mixer
H	11/25.6	P7267F	Virginia Ruth Fell Sole
H	11/25.6	P7267F	Kenneth G. Holmes
H	11/25.6	P7267F	Roger and Kimberly Holmes
H	11/25.6	P7267F	Ronald and Vickie Holmes
H	11/25.6	P7267F	Marvin and Sandra K. Lamm
H	11/25.6	P7267F	Emma Julia Fell Mixer
I	11/25.13	P7267M	Virginia Ruth Fell Sole
I	11/25.13	P7267M	Emma Julia Fell Mixer
J	11/25.13	P7267M	Jon R. & Sharon Y. Bailey
J	11/25.3	P7267C	Kenneth G. & Doris A. Holmes
J	11/25.3	P7267C	Virginia Ruth Fell Sole
J	11/25.3	P7267C	Emma Julia Fell Mixer
K	11/25.5	P7267E	Roger and Kimberly Holmes
K	11/25.5	P7267E	Ronald and Vickie Holmes
K	11/25.5	P7267E	Marvin and Sandra K. Lamm
K	11/25.5	P7267E	Emma Julia Fell Mixer
K	11/25.5	P7267E	Deanne Schultheis
K	11/25.5	P7267E	Marvin and Sandra K. Lamm
L	11/25.4	P7267D	Kenneth G. & Doris A. Holmes
L	11/25.4	P7267D	Roger and Kimberly Holmes
L	11/25.4	P7267D	Ronald and Vickie Holmes
L	11/25.4	P7267D	Marvin and Sandra K. Lamm
L	11/25.4	P7267D	Emma Julia Fell Mixer
L	11/25.4	P7267D	Virginia Ruth Fell Sole
L	11/25.4	P7267D	Benny D. & Darlene Wharton
L	11/25.4	P7267D	Virginia Ruth Fell Sole
L	11/25.8	P7267H	Roger and Kimberly Holmes
L	11/25.8	P7267H	Ronald and Vickie Holmes
L	11/25.8	P7267H	Marvin and Sandra K. Lamm
L	11/25.8	P7267H	Emma Julia Fell Mixer
L	11/25.8	P7267H	Virginia Ruth Fell Sole
L	11/25.8	P7267H	Benny D. & Darlene Wharton
L	11/25.8	P7267H	Virginia Ruth Fell Sole
M	11/24	P7267W	Joshua Myers
M	11/24	P7267W	Luke Alan Myers
N	11/25.7	P7267G	Virginia Ruth Fell Sole
N	11/25.7	P7267G	Roger and Kimberly Holmes
N	11/25.7	P7267G	Ronald and Vickie Holmes
N	11/25.7	P7267G	Marvin and Sandra K. Lamm
N	11/25.7	P7267G	Emma Julia Fell Mixer
N	11/25.7	P7267G	Kenneth G. & Doris A. Holmes
O	11/1	P7041	Linda Shimer
O	11/1	P7041	John Grim
O	11/1	P7041	Blackrock Enterprises
P	6/66	P7039	Ridgetop Capital IV LP
P	6/66	P7039	BB Land LLC
Q	6/64	P7122	Erma K. Pethel
Q	6/64	P7122	John Grim
Q	6/64	P7122	Linda L. Shimer
Q	6/64	P7122	Blackrock Enterprises
R	6/37	P7121	Erma K. Pethel
R	6/37	P7121	John Grim
R	6/37	P7121	Linda L. Shimer
R	6/37	P7121	Blackrock Enterprises
S	10/18A	P7098	John Grim
S	10/18A	P7098	Erma Pethel
S	10/18A	P7098	Linda L. Shimer
S	10/18A	P7098	Blackrock Enterprises
T	5/56	P7123A & B	James and Lenora Renner
U	Middle Island Creek	MIC 5	West Virginia Division of Natural Resources

Notes: The information on this page was furnished by Jay Bee Oil & Gas.



P.S. 708 David L. Jackson

47-073-02593 H6A



Jay Bee
Oil & Gas

DRILLING
into the future

OPERATOR'S
WELL #: P5N4U
DISTRICT: UNION
COUNTY: PLEASANTS
STATE: WV

P5N4U Well Plat
PAGE 3 OF 3
DATE: 03/15/2019

**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
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See attached exhibit to WW-6A1

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

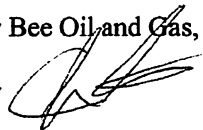
The permit applicant for the proposed well work addressed in this application hereby acknowledges the possibility of the need for permits and/or approvals from local, state, or federal entities in addition to the DEP, Office of Oil and Gas, including but not limited to the following:

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

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

Well Operator Jay Bee Oil and Gas, Inc

By: Chris Lindsey



It's Office Manager

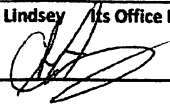
PSN4U Exhibit to WW-6A1

Tracts	Tax Map/Parcel Union District	Lease #	Lessor, Grantor, etc	Lessee, Grantee, etc	Royalty	Deed Book-Page
A	11/29	P7207	Jay Bee Royalty	Jay Bee Oil and Gas, Inc.	≥12.5%	312-199
B	11/27	P7206	Hazel Bunner	Antero Resources Corp	≥12.5%	301-242
B	11/27	P7206	Antero Resources Corp	BB, Land, LLC	assignment	318-620
B	11/27	P7206	Jay Bee Royalty	BB, Land, LLC	affidavit	
D	11/25.12	P7267L	Virginia Ruth Fell Sole	BB, Land, LLC	≥12.5%	317-13
D	11/25.12	P7267L	Emma Julia Fell Mixer	BB, Land, LLC	≥12.5%	317-25
D	11/25.12	P7267L	Kenneth G. & Doris A. Holmes	BB, Land, LLC	≥12.5%	317-21
I	11/25.13	P7267M	Virginia Ruth Fell Sole	BB, Land, LLC	≥12.5%	317-13
I	11/25.13	P7267M	Emma Julia Fell Mixer	BB, Land, LLC	≥12.5%	317-25
I	11/25.13	P7267M	Jon R. & Sharon Y. Bailey	BB, Land, LLC	≥12.5%	319-22
K	11/25.5	P7267E	Roger and Kimberly. Holmes	BB, Land, LLC	≥12.5%	316-644
K	11/25.5	P7267E	Ronald and Vickie Holmes	BB, Land, LLC	≥12.5%	317-17
K	11/25.5	P7267E	Marvin and Sandra K. Lamm	BB, Land, LLC	≥12.5%	317-30
K	11/25.5	P7267E	Emma Julia Fell Mixer	BB, Land, LLC	≥12.5%	317-25
K	11/25.5	P7267E	Deanne Schulthels	BB, Land, LLC	≥12.5%	320-8
K	11/25.5	P7267E	Marvin and Sandra K. Lamm	BB, Land, LLC	≥12.5%	317-30
N	11/25.7	P7267G	Virginia Ruth Fell Sole	BB, Land, LLC	≥12.5%	317-13
N	11/25.7	P7267G	Roger and Kimberly. Holmes	BB, Land, LLC	≥12.5%	316-644
N	11/25.7	P7267G	Ronald and Vickie Holmes	BB, Land, LLC	≥12.5%	317-17
N	11/25.7	P7267G	Marvin and Sandra K. Lamm	BB, Land, LLC	≥12.5%	317-30
N	11/25.7	P7267G	Emma Julia Fell Mixer	BB, Land, LLC	≥12.5%	317-25
N	11/25.7	P7267G	Kenneth G. & Doris A. Holmes	BB, Land, LLC	≥12.5%	317-21
O	11/1	P7041	Linda Shimer	BB, Land, LLC	≥12.5%	293/620
O	11/1	P7041	John Grim	BB, Land, LLC	≥12.5%	293/619
P	6/66	P7039	Ridgetop Capital IV LP	BB, Land, LLC	≥12.5%	294-257
P	6/66	P7039	BB Land LLC	Jay Bee Oil and Gas, Inc	affidavit	
Q	6/64	P7122	Erma K. Pethel	Blackrock Enterprises	≥12.5%	304/479
Q	6/64	P7122	John Grim	Blackrock Enterprises	≥12.5%	293/619
Q	6/64	P7122	Linda L. Shimer	Blackrock Enterprises	≥12.5%	293/620
Q	6/64	P7122	Blackrock Enterprises	BB, Land, LLC	assignment	295/2018
S	10/18A	P7098	John Grim	Blackrock Enterprises	≥12.5%	293/619
S	10/18A	P7098	Erma Pethel	Blackrock Enterprises	≥12.5%	304/479
S	10/18A	P7098	Linda L. Shimer	Blackrock Enterprises	≥12.5%	293/620
S	10/18A	P7098	Blackrock Enterprises	BB, Land, LLC	assignment	295/2018
U	Middle Island Creek	MIC 5	West Virginia Division of Natural Resources	Jay Bee Oil and Gas, Inc	≥12.5%	329/653

Well Operator: Jay Bee Oil and Gas Inc.

By: Chris Lindsey Its Office Manager

Page 2 of 2



**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)**

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Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
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See attached exhibit to WW-6A1

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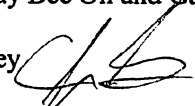
The permit applicant for the proposed well work addressed in this application hereby acknowledges the possibility of the need for permits and/or approvals from local, state, or federal entities in addition to the DEP, Office of Oil and Gas, including but not limited to the following:

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- 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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Well Operator Jay Bee Oil and Gas, Inc

By: Chris Lindsey



It's Office Manager

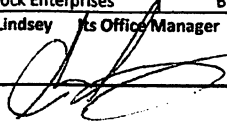
P5N2U Exhibit to WW 6A1

Tracts	Tax Map/Parcel Union District	Lease #	Lessor, Grantor, etc	Lessee, Grantee, etc	Royalty	Deed Book-Page
A	11/29	P7207	Jay Bee Royalty	BB, Land, LLC	≥12.5%	312-199
B	11/27	P7206	Hazel Bunner	Antero Resources Corp	≥12.5%	301-242
B	11/27	P7206	Antero Resources Corp	BB, Land, LLC	assignment	318-620
B	11/27	P7206	Jay Bee Royalty	BB, Land, LLC	affidavit	
D	11/25.10	P7267J	Marvin and Sandra K. Lamm	BB, Land, LLC	≥12.5%	317-30
D	11/25.10	P7267J	Emma Julia Fell Mixer	BB, Land, LLC	≥12.5%	317-25
D	11/25.10	P7267J	Virginia Ruth Fell Sole	BB, Land, LLC	≥12.5%	317-13
E	11/25.9	P7267I	Roger and Kimberly. Holmes	BB, Land, LLC	≥12.5%	316-644
E	11/25.9	P7267I	Emma Julia Fell Mixer	BB, Land, LLC	≥12.5%	317-25
E	11/25.9	P7267I	Virginia Ruth Fell Sole	BB, Land, LLC	≥12.5%	317-13
F	11/25.2	P7267B	Marvin and Sandra K. Lamm	BB, Land, LLC	≥12.5%	317-30
F	11/25.2	P7267B	Emma Julia Fell Mixer	BB, Land, LLC	≥12.5%	317-25
F	11/25.2	P7267B	Roger and Kimberly. Holmes	BB, Land, LLC	≥12.5%	316-644
F	11/25.2	P7267B	Kenneth G. Holmes	BB, Land, LLC	≥12.5%	317-21
F	11/25.2	P7267B	Ronald and Vickie Holmes	BB, Land, LLC	≥12.5%	317-17
H	11/3	P7267O	Kenneth G. Holmes	BB, Land, LLC	≥12.5%	317-21
H	11/3	P7267O	Roger and Kimberly. Holmes	BB, Land, LLC	≥12.5%	316-644
H	11/3	P7267O	Ronald and Vickie Holmes	BB, Land, LLC	≥12.5%	317-17
H	11/3	P7267O	Marvin and Sandra K. Lamm	BB, Land, LLC	≥12.5%	317-30
H	11/3	P7267O	Emma Julia Fell Mixer	BB, Land, LLC	≥12.5%	317-25
J	11/3.1	P7267P	Roger and Kimberly Holmes	BB, Land, LLC	≥12.5%	316-644
L	Middle Island Creek	MIC 5	West Virginia Division of Natural Resources	Jay Bee Production Company	≥12.5%	329/653
L	Middle Island Creek	MIC 5	Jay Bee Production Company	Jay Bee Oil and Gas, Inc	affidavit	
N	6/103	P7059	Ridgetop Capital IV LP	BB, Land, LLC	≥12.5%	294-257
N	6/103	P7059	BB Land LLC	Jay Bee Oil and Gas, Inc	affidavit	
P	6/67	P7201	Robert and Kathleen Butler	BB, Land, LLC	≥12.5%	316/558
P	6/67	P7201A	Robert and Kathleen Butler	BB, Land, LLC	≥12.5%	316/558
Q	6/64	P7122	Erma K. Pethel	Blackrock Enterprises	≥12.5%	304/479
Q	6/64	P7122	John Grim	Blackrock Enterprises	≥12.5%	293/619
Q	6/64	P7122	Linda L. Shimer	Blackrock Enterprises	≥12.5%	293/620
Q	6/64	P7122	Blackrock Enterprises	BB, Land, LLC	assignment	295/2018
S	6/37	P7121	Erma K. Pethel	Blackrock Enterprises	≥12.5%	304/479
S	6/37	P7121	John Grim	Blackrock Enterprises	≥12.5%	293/619
S	6/37	P7121	Linda L. Shimer	Blackrock Enterprises	≥12.5%	293/620
S	6/37	P7121	Blackrock Enterprises	BB, Land, LLC	assignment	295/197
T	6/38	P7111	Riverside Resources	BB, Land, LLC	≥12.5%	300/193
U	6/30	P7070	Ridgetop Capital IV LP	BB, Land, LLC	≥12.5%	294-257
U	6/30	P7070	BB Land LLC	Jay Bee Oil and Gas, Inc	affidavit	
X	6/100	P7113	Linda L. Shimer	Blackrock Enterprises	≥12.5%	293/620
X	6/100	P7113	John Grim	Blackrock Enterprises	≥12.5%	293/619
X	6/100	P7113	Erma Pethel	Blackrock Enterprises	≥12.5%	304/479
X	6/100	P7113	Blackrock Enterprises	BB, Land, LLC	assignment	295/197

Well Operator: Jay Bee Oil and Gas Inc.

By: Chris Lindsey, Office Manager

Page 2 of 2



AFFIDAVIT FILED PURSUANT TO
W. Va. CODE §§22-6-8 & 22-6A-5(a)(5)

STATE OF WEST VIRGINIA

COUNTY OF RITCHIE, to-wit:

Randy Broda, President of Jay-Bee Oil & Gas, Inc., and Randy Broda, Managing Member of BB Land, LLC, being duly sworn, state as follows:

1. I, Randy Broda, am the President of the applicant, Jay-Bee Oil & Gas, Inc. In my capacity as President, I am qualified and authorized to certify and verify the information set forth or referenced herein on behalf of the applicant.
2. I, Randy Broda, am the Managing Member of BB Land, LLC, which holds the rights to extract, produce or market the oil or gas. In my capacity as Managing Member, I am qualified and authorized to certify and verify the information set forth or referenced herein on behalf of BB Land, LLC.
3. We certify that we are authorized by the holders of the right to extract, produce or market the oil or gas, if not the applicant, to state that the applicant has the right to extract, produce or market the oil or gas pursuant to the leasing and other continuing contract information provided in the application(s) for P5N4U wells (API No(s). to be determined), on Form WW-6A1.
4. We certify that we are authorized by the owner of the working interest in the well to state that it shall tender to the owner of the oil or gas in place not less than one eighth of the total amount paid to or received by or allowed to the owner of the working interest at the wellhead for the oil or gas so extracted, produced or marketed before deducting the amount to be paid to or set aside for the owner of the oil or gas in place, on all such oil or gas to be extracted, produced or marketed from the well.
5. We certify under the penalty of law that we have personally examined and are familiar with the information contained and referenced herein and that, based on our inquiries of those individuals immediately responsible for obtaining the information, we believe that the information is true, accurate, and complete. We are aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.

Further, affiants sayeth naught.

[Signature]
Randy Broda, President of Jay-Bee Oil & Gas, Inc.

Taken, subscribed and sworn to before me, the undersigned Notary Public, this 4th day of March, 2019 by Randy Broda, President of Jay-Bee Oil & Gas, Inc., on behalf of the corporation.

My commission expires: Oct 9th 2019.

[Signature]
NOTARY PUBLIC

[Signature]
Randy Broda, Managing Member of BB Land, LLC

Taken, subscribed and sworn to before me, the undersigned Notary Public, this 4th day of March, 2019 by Randy Broda, Managing Member of BB Land, LLC, on behalf of the company.

My commission expires: Oct 9th 2019.

[Signature]
NOTARY PUBLIC



Evelyn Davis
PLEASANTS County 03:12:58 PM
Instrument No 633603
Date Recorded 04/18/2019
Document Type LEASE
Pages Recorded 12
Book-Page 329-653
Recording Fee \$12.00
Additional \$7.00

Tract No. Middle Island Creek - 13.63 acres
~~State~~ P-5
Lease No. OG-19-VI/37-957

**THE STATE OF WEST VIRGINIA OIL AND GAS LEASE
NO SURFACE USE
(4 YEAR PAID-UP LEASE)**

This Oil and Gas Lease (this "Lease") is dated and effective as of April 12, 2019 (the "Effective Date"), by and between the **WEST VIRGINIA DIVISION OF NATURAL RESOURCES**, a division of the West Virginia Department of Commerce, whose address is **324 Fourth Avenue, South Charleston, West Virginia 25303**, party of the first part, hereinafter designated as **LESSOR**, and **JAY-BEE PRODUCTION COMPANY**, a West Virginia corporation, whose address is **3570 Shields Hill Road, Cairo, West Virginia 26337**, party of the second part, hereinafter designated as **LESSEE**.

UNDER AND PURSUANT TO THE PROVISIONS OF THE CONSTITUTION AND LAWS OF THE STATE OF WEST VIRGINIA RELATING TO LEASING PUBLIC LANDS BELONGING TO THE STATE OF WEST VIRGINIA, WITNESSETH:

1. Grant of Lease. In consideration of the bonus of Three Thousand Six Hundred One Dollars (\$3,601.00) per acre paid at closing to Lessor, the royalties to be paid, and the covenants, obligations, stipulations and conditions to be observed and performed as herein set forth, Lessor does hereby demise, lease and let unto the Lessee the following described tracts of land for the sole purpose and with the exclusive right of exploring, drilling, completing, operating for, and producing oil, gas, and other liquid or gaseous hydrocarbons (including, by way of example and not limitation, any and all natural gas liquids such as butane, ethane, isobutane, natural gasolines, pentanes, propane, and similar liquids or byproducts) produced in association with the oil or gas in or underlying the Leased Premises (the "Granted Minerals"), situated in Union District, Pleasants County, West Virginia, and being more particularly described as follows:

Underlying portions of Middle Island Creek, containing 13.63 net acres, m/l, in Union District, Pleasants County, West Virginia, having a beginning latitude of 39.430276 and longitude of - 81.081539 meandering in a southerly direction with the ordinary low water mark to a point in a water way having an ending latitude of 39.419763 and a longitude of - 81.087047.

Containing **13.63 acres**, more or less (the "Leased Premises"). Lessor represents and warrants to Lessee that

the West Virginia Division of Natural Resources is the proper agency or instrumentality of the State of West Virginia to enter into this Lease for the purpose of leasing the Granted Minerals and Leased Premises to Lessee on the terms set forth herein, and that the Director of the West Virginia Division of Natural Resources is vested with the full legal authority and is duly authorized to execute this Lease on behalf of the Lessor and the State of West Virginia.

2. **Limitations on the Grant of Lease.**

a. **Surface Activities Prohibited.** This lease does not include, and specifically prohibits and excludes the right to enter upon or conduct exploration for, drilling, and production and marketing activities of any kind associated with the Granted Minerals, or any other activities by Lessee, its representatives, employees, contractors, agents, and affiliates, on the surface of the lands covered herein, if any, including, but not limited to the construction of any pits and/or pipelines or gathering lines on the Leased Premises.

b. **No Storage.** Lessee may not use the Leased Premises, or any part thereof, for gas, oil, hydrocarbons, or brine storage purposes.

c. **Use of Surface or Subsurface Water.** Lessee shall not use the surface waters or the groundwaters located within the Leased Premises and shall not diminish or impair the riparian rights, consumptive or non-consumptive water rights or groundwater of the State of West Virginia within or adjoining the Leased Premises or any private riparian landowner adjoining the Leased Premises within said State and shall not diminish or impair the riparian rights, consumptive or non-consumptive water rights or groundwater of the State of West Virginia within or adjoining the Leased Premises or any private riparian landowner adjoining the Leased Premises within said State.

d. **Navigational Servitude.** Lessee may not perform any work, construction, production or any related activities on the bed, banks or shores of the Ohio River or any other waterway below the high-water mark thereof within the Ohio River or other waterway. Lessee shall not in any way hinder or impair the navigational servitude of the United States of America or the public rights of navigation or floatage in the Ohio River or any other navigable or floatable waterway.

e. **Reserved Rights of Lessor.** Lessor reserves all rights not granted in this Lease, and specifically excepts herefrom all minerals other than the Granted Minerals including, by way of example and not limitation, geothermal energy, salt, brine, coal and coalbed methane.

3. **Facilities Development.** All development and production activities and facilities shall be constructed on adjoining and/or other lands, but not the Leased Premises, and above and outside the high-water mark of the Ohio River, other waterways or islands therein, except to the extent that horizontal well laterals are located underneath the bed, banks and shores of the same.

4. **Term.** This Lease shall remain in force for a term of Four (4) years from the date hereof ("Primary Term"), and as long thereafter as Granted Minerals are produced from the Leased Premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the Primary Term of this Lease, Granted Minerals are not being produced on the Leased Premises or on acreage pooled therewith, but Lessee is then engaged in drilling or re-working operations thereon, then this Lease shall continue in force for so long as operations are being continuously prosecuted on the Leased Premises or on acreage pooled therewith ("Operations"). Operations shall be considered to be continuously prosecuted if not more than one hundred twenty (120) consecutive days shall elapse between the completion

or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of Granted Minerals on the Leased Premises or on acreage pooled therewith, the production thereof should cease from any cause after the Primary Term, this Lease shall not terminate if Lessee commences additional drilling or re-working operations within one hundred twenty (120) days from date of cessation of production or from date of completion of a dry hole. If Granted Minerals shall be discovered and produced as a result of such operations at or after the expiration of the Primary Term of this Lease, this Lease shall continue in force so long as Granted Minerals are produced from the Leased Premises or on acreage pooled therewith.

5. **Unitization.** Lessee may voluntarily pool, consolidate, or unitize portions of the Leased Premises as to hydrocarbon bearing geologic formations in order to constitute a unit for the purpose of exploring for and producing Granted Minerals. Said unit may not exceed Six Hundred Forty (640) acres and shall be comprised of lands contiguous to the Leased Premises and/or in the immediate vicinity of the Leased Premises; provided, that the unit may, with the written consent of Lessor, be larger, but no greater than One Thousand, Two Hundred and Eighty (1,280) acres, which consent shall not be unreasonably withheld, if that unit, in comparison to a unit of Six Hundred Forty (640) acres, shall provide for the greater development of the Granted Minerals in compliance with the diligent development and protection from drainage requirements of Paragraph Fourteen of this Lease. Once formed, the unit(s) may not be reformed, re-pooled, altered, amended, or changed in any manner without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

6. **Pugh Clause – Horizontal and Vertical.** As to any acreage of the Leased Premises which is not included within any properly constituted and publicly recorded production unit at the expiration of the Primary Term, as extended hereunder, this Lease shall automatically terminate, and be of no further force or effect. Further, and to the extent Lessee has established production in paying quantities beyond the expiration of the Primary Term on the Leased Premises, or lands pooled or unitized therewith, the Lease shall terminate, on a production unit-by-production unit basis, as to all depths, horizons and zones lying at least One Hundred feet (100') below the deepest producing horizon on the Leased Premises or any lands pooled therewith determined by reference to the deepest producing horizon in each respective production unit. Thereafter, this Lease shall continue in full force and effect for all depths, horizons and zones lying above the depth of One Hundred feet (100') below the deepest producing formation of a particular production unit as to all acreage located within that particular production unit. Upon the drilling and completion of a well within a production unit containing at least a portion of the Leased Premises, Lessee shall file a declaration of pooling and unitization within a reasonable time in the records of the Office of the Clerk of the County Commission of the county in which the applicable Granted Minerals are situated.

7. **Royalty.**

a. **Delivery and Payment.** Lessee shall deliver or cause to be delivered to the Lessor, or its successors, nominees, agents, or assigns, at no cost to Lessor, a royalty equal to **Twenty Percent (20%) or One-Fifth of Eight Eighths (1/5 of 8/8ths)** of the Gross Proceeds realized by Lessee, or any Affiliate of Lessee, from the sale of the Granted Minerals, produced and sold from the Leased Premises.

i. **Gross Proceeds.** Gross Proceeds means the total monies and other consideration accruing to Lessee for the disposition of the Granted Minerals and/or any other marketable by-products, including condensate, produced from the Leased Premises. Gross Proceeds shall be calculated based on the total gross volume of Granted Minerals produced and sold, exclusive of production and post-production costs and severance taxes or other taxes of any nature.

ii. **Affiliate of Lessee.** Affiliate of Lessee means any person, corporation, firm, or other entity in which Lessee, or any parent company, subsidiary or affiliate of Lessee, owns an interest of Five Percent (5%) or more, whether by stock ownership or otherwise, or over which Lessee, or any parent company or affiliate of Lessee exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner; and any corporation, firm or other entity which owns any interest in Lessee, whether by stock ownership or otherwise, or which exercises any degree of control, directly or indirectly, over Lessee, by stock ownership, interlocking directorate, or in any other manner.

b. **Due Dates of Royalty.** Lessee shall pay Lessor all royalties that may become due under this Lease within one hundred twenty (120) days after the first day of the month following the month during which any well commences production into a pipeline for sale of such production. Thereafter, all royalties shall be paid to Lessor on or before the last day of the third month following the month of production or within Ninety (90) days after the first day of the month following, whichever is longer.

c. **Automatic Termination for Non-Payment of Royalty.** If royalty is not paid within the time prescribed in the preceding sub-section entitled Due Dates of Royalty, Lessor will provide Lessee written notice of nonpayment of royalty in accordance with paragraph 32 of this Lease. If Lessee fails to pay Lessor royalty actually due and owing to Lessor within Thirty (30) days from Lessee's receipt of such notice, this Lease will automatically terminate. Inaccurate royalty payments shall not be governed by the provisions of this paragraph 7(a)(c) but shall be resolved in good faith between Lessor and Lessee in a timely manner.

d. **Production & Post-Production Costs.** Neither Lessee, nor any Affiliate of Lessee, may reduce Lessor's royalty for any post-production expense, including, by way of example and not limitation, pipelines, surface facilities, telemetry, gathering, dehydration, transportation, fractionation, compression, manufacturing, processing, treating, or marketing of the Granted Minerals or any severance or other taxes of any nature paid on the production thereof. Royalties under this Lease shall be based on the total proceeds of sale of the Granted Minerals, exclusive of any and all production and/or post-production costs.

8. **Method of Payment.** All rents, royalties, bonuses, or other payments accruing and/or owing from Lessee to Lessor under this Lease shall be made or tendered in the following manner:

- a. By certified or cashier check delivered in accordance with paragraph 32 of this Lease, or
- b. By direct deposit or wire transfer to the credit of Lessor as provided in writing by Lessor to Lessee in writing by a separate instrument delivered contemporaneously with this Lease.

9. **Information, Metering, Lessor's Right to Audit.** Upon request, Lessee shall furnish to Lessor copies of title opinions covering the Leased Premises; copies of filings made by Lessee with the Department of Environmental Protection related to the Leased Premises; copies of daily drilling reports, gauge tickets, sales receipts, division orders, or amounts of gross production; copies of gas contracts or any other agreements pursuant to which Lessee will sell, use, transfer, process, or dispose of the Granted Minerals produced from the Leased Premises; and/or any other information related to the production and sales of the Granted Minerals. Lessee shall meter gas deriving from the Leased Premises at the wellhead in accordance with West Virginia law. Lessor shall, on an annual basis, upon reasonable prior written notice to Lessee, have the right to audit the books, accounts, contracts, records, and data of Lessee pertaining to the development and sale of the Granted Minerals.

10. Quarterly Royalty Statement, Annual Report. Lessee shall furnish an annual report, including production volumes and sales prices, to the Lessor not less than annually on the anniversary date of this Lease, unless otherwise requested by Lessor. The Lessee shall include the following information no less frequently than once per calendar quarter, either on the check stub of a royalty payment or on an attachment to or enclosure with a royalty payment:

- a. The lease, property, or well names and the well identification numbers on which royalties are being paid;
- b. The month and year during which the sales occurred for which payment is being made;
- c. The total production from the well or wells expressed as the number of barrels of oil or the total amount of gas in million cubic feet (MCF) and the volume of any other Granted Minerals, condensate, or other constituents therein which were sold
- d. The price per barrel of oil and per MCF of gas sold; and
- e. The name, address, and telephone number of a contact person where the Lessor may obtain information about royalty payments made by the Lessee hereunder

11. Shut-In Royalty. If a well has been completed capable of production in paying quantities, and has been temporarily shut-in for lack of a market, Lessee shall pay Lessor annually, on or before Ninety (90) days of such shut-in event, the sum of One Hundred (\$100.00) Dollars per acre for the first year, and Two Hundred Fifty Dollars (\$250.00) per acre for the year thereafter on the ensuing anniversary. In no event may Lessee maintain this Lease by payment of shut-in royalty beyond a continuous two-year period, and this Lease shall terminate automatically on the first day following the second anniversary date of initial shut-in. Additionally, in no event may Lessee maintain this Lease by payment of shut-in royalty beyond a cumulative three-year period during which all production of Granted Minerals was shut-in, and this Lease shall terminate automatically on the first day following the date that all production of Granted Minerals has been shut-in for a cumulative period of Three (3) years.

12. Notice of Intent to Drill and Complete. Lessee shall supply Lessor prior written notice of Lessee's intention to drill at least fourteen (14) calendar days prior to the spudding in of a well associated with producing the Granted Minerals. Lessee shall also supply Lessor with a copy of Lessor's completion report of such well or wells within thirty calendar (30) days of completion.

13. Diligence, Duty to Drill Offset Wells. Lessee shall conduct its drilling operations hereunder utilizing best industry practices in existence at the time of such drilling, and shall otherwise conduct its operations in a good and workmanlike manner as a reasonably prudent operator would under the same or similar circumstances until all drilling and producing operations are completed, or until such time as the final well is plugged and abandoned. Additionally, if Granted Minerals are discovered on or in the Leased Premises, Lessee shall further develop and produce the Leased Premises as a reasonable and prudent operator would and exercise all due diligence in drilling additional well(s) as may be necessary to fully develop the Leased Premises. Lessee shall protect the Granted Minerals in and under the Leased Premises from drainage by wells on adjoining or nearby tracts or leases, including those held by Lessee or any Affiliate of Lessee. Neither the rentals, royalties, nor any other consideration set forth under this Lease shall relieve Lessee of its obligation to reasonably develop and produce the Leased Premises and to reasonably protect the Granted Minerals in and under the Leased Premises from drainage or other damage.

14. Waste Prohibited, Damage. Lessee shall not commit, or cause to be committed, waste, damage, or pollution to the Leased Premises. Lessee shall take all reasonable steps to prevent its operations from causing or contributing to soil erosion, or to the injury of terraces, grades, embankments, other soil, or structures on the Leased Premises. Lessee shall not pollute the surface or subterranean waters of the Leased Premises, any reservoirs, springs, streams, irrigation ditches, stock ponds, or other wells on the Leased Premises. Lessee shall not decrease the fertility of the soil, damaging any crops, grasses, timber, or pastures on the Leased Premises, and shall not harm or injure any animals, fish, or livestock on or in the Leased Premises, or damage any buildings, roads, structures, or other improvements on the Leased Premises. Lessee shall preserve the Leased Premises, and upon the termination of this Lease, promptly surrender and return the Leased Premises to the Lessor in the same condition, or substantially similar condition, as the Leased Premises were in prior to Lessee taking possession of the Leased Premises. Lessee shall compensate Lessor, its successors or assigns, for damages caused by Lessee to any being or thing which is the subject of this provision.

15. Well Plugging. Before abandoning any well associated with this Lease, Lessee shall securely plug and abandon such well or wells in accordance with the rules and regulations of the West Virginia Department of Environmental Protection and the laws of the State of West Virginia, and any other governmental agency having jurisdiction.

16. Record Management. The Lessee shall keep an accurate account of all drilling operations, including but not limited to the following: a log of each well drilled, duly sworn to by the contractor or driller; original gas sales contracts with amendments; gas balancing agreements and schedules; information concerning litigation, settlement agreements, or other agreements relating to sales and pricing of the Granted Minerals.

17. Ratification. No instrument executed by Lessor shall be effective to constitute a ratification, renewal, extension or amendment of this Lease unless such instrument is clearly titled to indicate its purpose and intent.

18. Compliance with Applicable Law. This Lease shall be subject to the Constitution and laws of the State of West Virginia and the rules and regulations of the West Virginia Division of Natural Resources and the West Virginia Department of Environmental Protection now or hereafter in force, all of which are made a part and condition of this Lease; provided, that no regulation made after the execution of this Lease affecting either the length of the term hereof, the rate of royalty, or payment hereunder, or the assignment hereof, shall operate to alter the terms and conditions of this Lease. Lessee agrees to comply in all material respects with the laws, rules and regulations of the State of West Virginia and the United States of America.

19. Insurance. A company licensed by the West Virginia Insurance Commission to do business in the state of West Virginia shall underwrite all policies required by this Lease. Lessee, and/or any person or entity acting on Lessee's behalf under this Lease, shall maintain with one or more such licensed insurance carriers at all times during which this Lease remains in force and effect sufficient workers compensation and employer's liability insurance, commercial general liability and umbrella liability insurance, business auto and umbrella liability insurance, and environmental liability insurance in the amount of at least Twenty-Five Million Dollars (\$25,000,000.00), combined single limit, identifying Lessor as an additional insured (except for workers compensation and employer's liability), and shall be primary coverage for Lessor. Said policy or policies, declaration pages and certificates of insurance thereof shall be delivered to Lessor upon commencement of the Lease, and upon each renewal of said insurance policy. The insurance policies required under this paragraph 19 shall name Lessor as an additional insured,

except for workers compensation and employer's liability with regard to the Leased Premises and shall reflect that the insurer has waived any right of subrogation against the Lessor.

20. Bonding. Within Thirty (30) days from the Effective Date of this Lease, Lessee shall post a surety bond in favor of the Lessor in an amount of Two Hundred Thousand Dollars (\$200,000.00) to secure payment of all sums due and performance of all obligations arising under this Lease.

21. Assignment. The rights and estate of Lessee (or any permitted assignee or transferee of Lessee) hereunder may not be assigned or otherwise transferred, in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. In the event Lessee proposes to assign or transfer this Lease, the Lessee shall give Lessor written notice of its intent to assign or transfer its interest in the Lease, which notice shall specify the type of assignment or transfer contemplated, the identity and contact information of the proposed assignee or transferee, and the timeframe of the proposed assignment or transfer ("Transfer Notice"). Upon delivery of a Transfer Notice to the Lessor, Lessor shall have Fifteen (15) days to either: (a) consent to the proposed assignment or transfer by delivering written its consent to Lessee; or (b) in its reasonable discretion, withhold its consent to the proposed assignment or transfer by delivering written notice to Lessee that it is withholding its consent and specifying the reasons therefor. In the event that Lessor fails to respond to a Transfer Notice within the fifteen-day period specified in the immediately preceding sentence, Lessor shall be deemed for all purposes under the law to have approved the assignment or transfer outlined in the Transfer Notice, and to have consented to such assignment or transfer in the same manner as if it would have delivered its written consent to Lessee.

22. Default. The occurrence of any of the following shall be deemed a default of this Lease:

a. Failure of Lessee to timely pay Lessor any amounts required under this Lease in accordance with paragraph 7.

b. If any creditor of Lessee, its agents, and/or assigns, takes any action to execute on, garnish, or attach the Lessee's assets located on or accessing the Leased Premises. This provision shall not impair Lessee's ability to mortgage its interests in the Granted Minerals or the Leased Premises.

c. Failure of Lessee to obtain any requisite "prior written consent" as set forth within this Lease.

d. Failure of Lessee to maintain insurance in the type and amount as set forth within this Lease.

e. Shut-in of Lease exceeding the periods set forth in paragraph 11 of this Lease.

23. Notice of Default or Breach. If Lessor considers that Lessee has failed to comply with its obligations under this Lease, whether express and implied, Lessor shall notify Lessee in writing, setting out in what respects Lessee has breached this Lease. Lessee shall then have Thirty (30) days after receipt of said notice to cure all alleged breaches asserted by Lessor or, if it is not practical to cure such alleged breaches within thirty (30) days, then Lessee shall have Thirty (30) days to commence curing the alleged breach and diligently and continuously pursue to completion such cure. If Lessee, having received such written notice of breach of Lease, shall thereafter fail or refuse to satisfy in the timeframes set forth in the immediately preceding sentence, or respond in a meaningful fashion to Lessor's notice within such Thirty (30) day period, or such longer period of time if Lessee is in good faith continuously effectuating a cure of such alleged breach(es), this Lease shall automatically cease and terminate. Upon such termination, Lessee agrees to (a) immediately and unconditionally surrender possession of the Leased Premises, or of the portion of the

Leased Premises included in such notice of breach, and (b) plug and abandon any producing or non-producing well(s).

24. Remedies for Default or Breach. The Lessor shall be entitled to recover from the Lessee any and all royalties, charges, or claims of every kind and nature due and owing and/or arising out of this Lease, upon Lessee's failure to remedy any alleged breach within the applicable cure period and to take immediate possession of the Leased Premises. If Lessor institutes proceedings to clear title or take possession of the Leased Premises, Lessor shall be entitled to recover from Lessee its reasonable attorney fees and costs, investigation costs, any expert fees, and any other reasonable costs or expenses related to such proceedings.

25. Surrender of Lease. The Lessee may surrender this Lease or any part of this Lease if, and only if, Lessee is not then in default of any obligations under this Lease and upon payment of all liabilities then accrued and due. Such surrender must be evidenced by written notice delivered to Lessor Thirty (30) days prior to the effective date of surrender. Lessee shall deliver to Lessor a release or releases in recordable form approved by Lessor, and Lessee shall release the applicable portion of this Lease upon expiration. Lessee may not release any portion of this Lease included in a pool or unit as long as Operations are being conducted on such pool or unit. Any partial release must describe all depths and horizons in and under the Leased Premises so released.

26. No Warranty of Title.

a. Lessor makes no representation of title or ownership, either express or implied, and further makes no warranty as to the actual or potential presence of Granted Minerals. Lessee represents it has performed all necessary due diligence regarding the title or ownership of the Granted Minerals and agrees to be bound by the quantum of acreage asset forth in the Legal Description above.

b. Lessee shall notify Lessor of any adverse claim to the Leased Premises affecting title to all or a portion of the rights to develop the Granted Minerals, and Lessor may, with the approval of the Attorney General, enter into an escrow arrangement for future rents and royalties accruing to such disputed portion of the Leased Premises under terms and conditions that the Attorney General feels proper to safeguard the rights and interest of the State of West Virginia.

c. If an adverse claimant files suit against the State of West Virginia or against Lessee claiming title to all or a portion of the Granted Minerals, or if the Lessee, after receiving notice of an adverse claim, institutes litigation in a court of competent jurisdiction to adjudicate the validity of the claim, the rents and royalties accruing to the litigated portion shall be placed in an escrow account until such time as the ownership of the disputed interest is determined by a court of competent jurisdiction.

d. If a court of competent jurisdiction determines that Lessor does not have title to all or part of the Granted Minerals in the Leased Premises, the rentals, royalties, and bonus thereafter accruing from any part as to which this Lease covers less than the full interest in such Granted Minerals, shall thereafter be paid only in the proportion which the interest therein, if any, covered by this Lease bears to the whole and undivided fee simple estate therein. Any sums of money paid pursuant to this Lease are not reimbursable to Lessee.

27. Indemnity. Unless caused by the negligence of Lessor, or any agent, servant, or employee of Lessor, Lessee shall defend, indemnify, protect and hold harmless Lessor and Lessor's heirs, successors, representatives, agents and/or assigns from and against any and all claims, demands, causes of action,

liability, loss, damage or expense of any and every kind and nature, including without limitation costs, expenses, and attorneys' fees, for injury (including death), or damage to persons or property (including environmental damage to the surface, waterways, or subsurface estates of any person, firm, corporation, or other entity) arising out of, incidental to, or resulting from (i) the operations or activities of Lessee or Lessee's servants, agents, employees, guests, licensees, invitees or independent contractors on or in the Leased Premises; (ii) the exercise of any right granted under this Lease, and/or; (iii) any obligation imposed under this Lease. Any successor in interest of any rights of Lessee in this Lease shall likewise be obligated to defend and indemnify Lessor and Lessor's heirs, successors, representatives, agents and assigns in the same manner as the original Lessee.

28. Limitations on Drilling. From and after the Effective Date of this Lease, Lessee shall not commence construction of any new wellpad that is intended to produce the Granted Minerals from the Leased Premises if such wellpad would be located within Five Hundred Fifty feet (500') of any outside boundary of the tracts comprising the Leased Premises measured linearly from any point along said tract boundary to the midpoint of the secondary containment berm of a particular wellpad. Lessor and Lessee agree that the limitation on pad construction and/or location set forth in this paragraph 28 is intended to reduce any long-term, substantial interference with the public's use of the Leased Premises as it exists on the date of the Lease. Further, if Lessor determines in its reasonable discretion after conducting a proper investigation that the drilling activities of Lessee related to the production of Granted Minerals from the Leased Premises have created a long-term, substantial interference with the public's use of the Leased Premises as aforesaid, then Lessor shall have the right to seek from Lessee additional measures or controls to mitigate such long-term, substantial impairment caused by Lessee's said drilling activities.

29. Force Majeure. If Lessee is prevented from complying with its obligations under this Lease, express or implied (except payment of money), due to scarcity of or inability to obtain or use equipment or material or by operations of Force Majeure, or any federal or state law, or any order, rule or regulation, then, while so prevented, Lessee's obligation to comply with such this Lease shall be temporarily suspended, and Lessee shall not be liable in damages; and this Lease shall be extended only so long as Lessee is prevented by any such cause from conducting Operations on or in the Leased Premises; *provided*, in no event shall Lessee's performance be suspended as a result of Force Majeure, federal or state law, or any rule or regulation for a period in excess of two (2) consecutive years. As used herein, the term "Force Majeure" shall mean acts of god such as flood, fire, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by other cause(s) not within Lessee's control, but shall specifically **exclude** scarcity, cost, or inability to obtain or use equipment, contracts, personnel, water, or other material(s).

30. Further Assurances. Each of the parties hereto shall, and shall cause its respective affiliates to, from time to time at the request of the other party, without any additional consideration, furnish the other party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary in the opinion of counsel to the requesting party to carry out the provisions of this Lease. In the event that Lessor is not the proper agency or instrumentality of the State of West Virginia to enter into this Lease, as stated in paragraph 1 herein, Lessor shall cause all of the proper agencies or instrumentalities of the State of West Virginia, without any additional consideration, to join in this Lease, as Lessor, upon the same terms provided herein.

31. Governing Law. This Lease shall be governed by the laws of the State of West Virginia and any dispute arising out of this Lease shall be resolved in a West Virginia court of law having jurisdiction thereof.

32. Notices and Payments. All notices and payments which are permitted or required under this Lease shall be in writing and shall be deemed valid and received if delivered personally; by registered or certified mail, return receipt requested; or by special carrier (such as Federal Express or UPS), with signature required, to the Lessor and/or the Lessee to the following addresses, unless otherwise agreed by the parties in a signed writing:

a. To Lessor:

West Virginia Division of Natural Resources
Attn: Office of Land and Streams
324 Fourth Ave
South Charleston, WV 25303

b. To Lessee:

Jay-Bee Production Company
3570 Shields Hill Road
Cairo, West Virginia 26337

33. Successors in Interest. The terms, conditions, covenants, obligations, considerations or requirements of this Lease shall extend to and be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns, all of whom shall be jointly and severally liable.

34. Severability. Should any one or more of the provisions in this Lease become or be determined to be void or invalid, in whole or in part, the remainder of this Lease shall remain in full force and effect.

35. Counterparts. This Lease may be executed in any number of counterparts, and by different parties in separate counterparts, all of which shall be identical. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereunto subscribed their signatures on the day and year first above written.

**WEST VIRGINIA DIVISION OF NATURAL RESOURCES, ON
BEHALF OF ITSELF AND OF THE STATE OF WEST
VIRGINIA**



By: Stephen S. McDaniel, Director
West Virginia Division of Natural Resources

ATTEST:

JAY-BEE PRODUCTION COMPANY

Brian Paugh

ATTEST:

By: Brian Paugh

Title: Vice President of Land

ACKNOWLEDGEMENT FOR WEST VIRGINIA DIVISION OF NATURAL RESOURCES

State of West Virginia,

County of Kanawha,

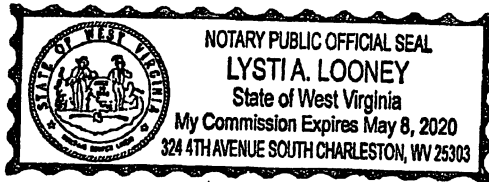
Personally appeared before me, the undersigned Notary Public, within and for said County and State, **STEPHEN S. MCDANIEL**, to me known to be the person who subscribed the name of the **West Virginia Division of Natural Resources, a division of the West Virginia Department of Commerce**, to the foregoing instrument, as its Director, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such West Virginia Division of Natural Resources, a division of the West Virginia Department of Commerce, for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal on this 12th day of April 2019.

My Commission Expires:

Lystia A. Looney
Notary Public

(SEAL)

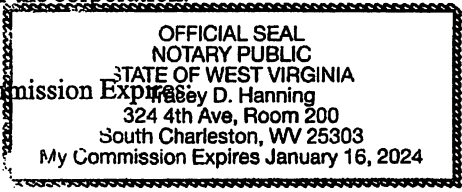


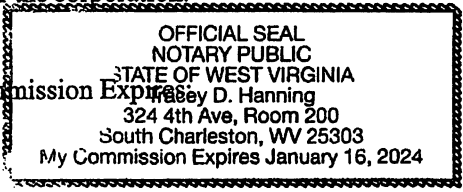
ACKNOWLEDGEMENT FOR JAY-BEE PRODUCTION COMPANY

State of: West Virginia

County of: Kanawha

This instrument was acknowledged before me on April 12, 2019, by Brian Pugh the authorized representative of JAY-BEE PRODUCTION COMPANY, a WEST VIRGINIA corporation, on behalf of the corporation.

My Commission Expires  (SEAL)



Grace D. Hanning
Notary Public

This Instrument prepared by:

Office of Land and Streams
W. Va. Division of Natural
Resources

Using a form prepared by:

Larry W. George, Esq.
Special Assistant Attorney General
West Virginia Department of Commerce
One Bridge Place, Suite 205
10 Hale Street
Charleston, West Virginia

LAST PAGE

AFFIDAVIT FILED PURSUANT TO
W. Va. CODE §§22-6-8 & 22-6A-5(a)(5)

STATE OF WEST VIRGINIA

COUNTY OF RITCHIE, to-wit:

Randy Broda, President of Jay-Bee Oil & Gas, Inc., and Randy Broda, Managing Member of Jay-Bee Royalty, LLC, being duly sworn, state as follows:

1. I, Randy Broda, am the President of the applicant, Jay-Bee Oil & Gas, Inc. In my capacity as President, I am qualified and authorized to certify and verify the information set forth or referenced herein on behalf of the applicant.
2. I, Randy Broda, am the Managing Member of Jay-Bee Royalty, LLC, which holds the rights to extract, produce or market the oil or gas. In my capacity as Managing Member, I am qualified and authorized to certify and verify the information set forth or referenced herein on behalf of Jay-Bee Royalty, LLC.
3. We certify that we are authorized by the holders of the right to extract, produce or market the oil or gas, if not the applicant, to state that the applicant has the right to extract, produce or market the oil or gas pursuant to the leasing and other continuing contract information provided in the application(s) for the P5N4U wells (API No(s). to be determined), on Form WW-6A1.
4. We certify that we are authorized by the owner of the working interest in the well to state that it shall tender to the owner of the oil or gas in place not less than one eighth of the total amount paid to or received by or allowed to the owner of the working interest at the wellhead for the oil or gas so extracted, produced or marketed before deducting the amount to be paid to or set aside for the owner of the oil or gas in place, on all such oil or gas to be extracted, produced or marketed from the well.
5. We certify under the penalty of law that we have personally examined and are familiar with the information contained and referenced herein and that, based on our inquiries of those individuals immediately responsible for obtaining the information, we believe that the information is true, accurate, and complete. We are aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.

Further, affiants sayeth naught.

[Signature]
Randy Broda, President of Jay-Bee Oil & Gas, Inc.

Taken, subscribed and sworn to before me, the undersigned Notary Public, this 4th day of March, 2019 by Randy Broda, President of Jay-Bee Oil & Gas, Inc., on behalf of the corporation.

My commission expires: Oct 9th 2019.

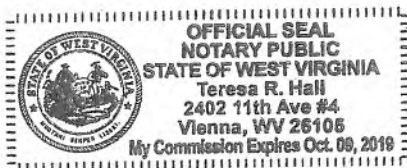
[Signature]
NOTARY PUBLIC

[Signature]
Randy Broda, Managing Member of Jay-Bee Royalty, LLC

Taken, subscribed and sworn to before me, the undersigned Notary Public, this 4th day of March, 2019 by Randy Broda, Managing Member of Jay-Bee Royalty, LLC, on behalf of the company.

My commission expires: Oct 9th 2019.

[Signature]
NOTARY PUBLIC





JAY-BEE OIL & GAS, INC.

November 16, 2018

Permitting Office
Office of Oil and Gas
West Virginia Dept. of Environmental Protection
601 57th Street SE
Charleston, WV 25304

RE: P5N4U Well

Permitting Office:

As you know we have applied for a well permit for the P5N4U Well in Pleasants County, West Virginia. This pad is located on what we call the P7207 tract. Sugar Valley Rd (CR34) runs North of this tract and our proposed well leg runs under these roadways.

You have requested that we review the courthouse records to determine if the Department of Highways has any right to the minerals underneath this section of roadway. Our outside counsel has reviewed documents in the Pleasants County Courthouse and could find no agreement that conveys mineral interests to the Department of Highways. Therefore Jay-Bee believes it has obtained leases from all mineral interests holders necessary to proceed with drilling on this tract after the permit is issued.

If you would have any questions concerning this matter, please feel free to contact our office at the numbers listed below.

Sincerely,

Chris Lindsey
Office Manager

WW-6AC
(1/12)

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

Date of Notice Certification: 12/13/2018

API No. 47- _____
Operator's Well No. P5N4U
Well Pad Name: P5

Notice has been given:

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

State: <u>West Virginia</u>	UTM NAD 83	Easting: <u>493,519.19</u>
County: <u>Pleasants</u>		Northing: <u>4,362,891.44</u>
District: <u>Union</u>	Public Road Access: <u>Arvilla Rd.</u>	
Quadrangle: <u>Bens Run 7.5'</u>	Generally used farm name: <u>BB Land, LLC</u>	
Watershed: <u>Middle Island 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.

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: *PLEASE CHECK ALL THAT APPLY <input type="checkbox"/> 1. NOTICE OF SEISMIC ACTIVITY or <input checked="" type="checkbox"/> NOTICE NOT REQUIRED BECAUSE NO SEISMIC ACTIVITY WAS CONDUCTED <input checked="" type="checkbox"/> 2. NOTICE OF ENTRY FOR PLAT SURVEY or <input type="checkbox"/> NO PLAT SURVEY WAS CONDUCTED <input type="checkbox"/> 3. NOTICE OF INTENT TO DRILL or <input checked="" type="checkbox"/> NOTICE NOT REQUIRED BECAUSE NOTICE OF ENTRY FOR PLAT SURVEY WAS CONDUCTED or <input type="checkbox"/> WRITTEN WAIVER BY SURFACE OWNER (PLEASE ATTACH) <input checked="" type="checkbox"/> 4. NOTICE OF PLANNED OPERATION <input checked="" type="checkbox"/> 5. PUBLIC NOTICE <input checked="" type="checkbox"/> 6. NOTICE OF APPLICATION		OOG OFFICE USE ONLY <input type="checkbox"/> RECEIVED/ NOT REQUIRED <input type="checkbox"/> RECEIVED <input type="checkbox"/> RECEIVED/ NOT REQUIRED <input type="checkbox"/> RECEIVED <input type="checkbox"/> RECEIVED <input type="checkbox"/> RECEIVED
--	--	--

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.

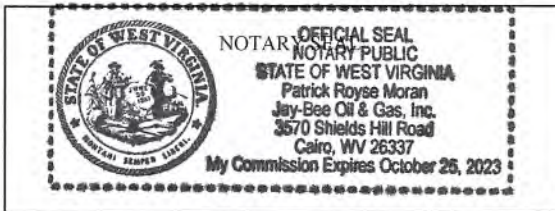
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Office of Oil and Gas
MAR 11 2019

WW-6AC
(1/12)

Certification of Notice is hereby given:

THEREFORE, I Christopher Lindsey, 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>Jay-Bee Oil & Gas, Inc.</u>	Address:	<u>3570 Shields Hill Rd.</u>
By:	<u>Chris Lindsey</u>		<u>Cairo, WV 26337</u>
Its:	<u>Office Manager</u>	Facsimile:	<u>304-628-3119</u>
Telephone:	<u>304-628-3111</u>	Email:	<u>clindsey@jaybeoil.com</u>



Subscribed and sworn before me this 13th day of December, 2018.

Patrick Royse Moran Notary Public

My Commission Expires October 25th, 2023

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 of your personal information, please contact DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

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MAR 11 2019

Department of
Environmental Protection

WW-6A
(9-13)

API NO. 47- 47.07302593
OPERATOR WELL NO. P5N4U
Well Pad Name: P5

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: 10-1-2018 **Date Permit Application Filed:** 12-17-2018

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: Jay-Bee Oil & Gas, Inc.
Address: 3570 Shields Hill Rd
Cairo, WV 26337

Name: _____
Address: _____

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

Name: Jay-Bee Oil & Gas, Inc.
Address: 3570 Shields Hill Rd
Cairo, WV 26337

Name: _____
Address: _____

SURFACE OWNER(s) (Impoundments or Pits)

Name: _____
Address: _____

COAL OWNER OR LESSEE

Name: _____
Address: _____

COAL OPERATOR

Name: _____
Address: _____

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

Name: Jay-Bee Oil & Gas, Inc.
Address: 3570 Shields Hill Rd
Cairo, WV 26337

OPERATOR OF ANY NATURAL GAS STORAGE FIELD

Name: _____
Address: _____

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Office of Oil and Gas

*Please attach additional forms if necessary

MAR 11 2019

Notice is hereby given:

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

This Notice Shall Include:

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

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

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

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

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

Well Location Restrictions

Pursuant to W. Va. Code § 22-6A-12, Wells may not be drilled within two hundred fifty feet measured horizontally from any existing water well or developed spring used for human or domestic animal consumption. The center of well pads may not be located within six hundred twenty-five feet of an occupied dwelling structure, or a building two thousand five hundred square feet or larger used to house or shelter dairy cattle or poultry husbandry. This limitation is applicable to those wells, developed springs, dwellings or agricultural buildings that existed on the date a notice to the surface owner of planned entry for surveying or staking as provided in section ten of this article or a notice of intent to drill a horizontal well as provided in subsection (b), section sixteen of this article was provided, whichever occurs first, and to any dwelling under construction prior to that date. This limitation may be waived by written consent of the surface owner transmitted to the department and recorded in the real property records maintained by the clerk of the county commission for the county in which such property is located. Furthermore, the well operator may be granted a variance by the secretary from these distance restrictions upon submission of a plan which identifies the sufficient measures, facilities or practices to be employed during well site construction, drilling and operations. The variance, if granted, shall include terms and conditions the department requires to ensure the safety and protection of affected persons and property. The terms and conditions may include insurance, bonding and indemnification, as well as technical requirements. (b) No well pad may be prepared or well drilled within one hundred feet measured horizontally from any perennial stream, natural or artificial lake, pond or reservoir, or a wetland, or within three hundred feet of a naturally reproducing trout stream. No well pad may be located within one thousand feet of a surface or ground water intake of a public water supply. The distance from the public water supply as identified by the department shall be measured as follows: (1) For a surface water intake on a lake or reservoir, the distance shall be measured from the boundary of the lake or reservoir. (2) For a surface water intake on a flowing stream, the distance shall be measured from a semicircular radius extending upstream of the surface water intake. (3) For a groundwater source, the distance shall be measured from the wellhead or spring. The department may, in its discretion, waive these distance restrictions upon submission of a plan identifying sufficient measures, facilities or practices to be employed during well site construction, drilling and operations to protect the waters of the state. A waiver, 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

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Office of Oil and Gas
July 11, 2019
Department of
Environmental Protection

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WW-6A
(8-13)

API NO. 47- _____ - _____
OPERATOR WELL NO. P5N4U
Well Pad Name: P5

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 to the location or construction of the applicant's proposed well work to the Secretary at:

RESPONSES
Office of Oil and Gas

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

MAR 11 2019
WV Department of
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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MAR 11 2019

Department of
Environmental Protection

WW-70
Rev. 7/01

Affidavit of Personal Service

State Of West Virginia

County Of Harrison

The undersigned, being first duly sworn, says that the undersigned served a true and complete copy of all sides of--

- (1) Notice on Form WW-2(A)___/ WW-3(A)___/ WW-4(A)___/ WW-5(A)___/ WW-6(A)
- (2) Application on Form WW-2(B)___/ WW-3(B)___/ WW-4(B)___/ WW-5(B)___/ WW-6(B)
- (3) Plat showing the well location on Form WW-6, and
- (4) Construction and Reclamation Plan on Form WW-9

--all with respect to operator's Well No. P5N4U located in Union District, Pleasants County, West Virginia, upon the person or organization named--

BB Land, LLC

--by delivering the same in Harrison County, State of West Virginia on the 1st day of October, 2018 in the manner specified below.

[COMPLETE THE APPROPRIATE SECTION]

For an individual:

Handing it to him___/ her___/ or, because he___/ she___/ refused to take it when offered it, by leaving it in his___/ her___/ presence.

Handing it to a member of his or her family above the age of 16 years named _____ who resides at the usual place of abode of the person to be served, and asking the family member to give it to the person to be served as soon as possible.

For a partnership:

Handing it to _____, a partner of the partnership or, because the partner refused to take it when I handed it over, by leaving it in the presence of the partner.

For a limited partnership:

Handing it to the general partner, named _____, or, because the general partner refused to take it when I tried to hand it over, by leaving it in the presence of the general partner.

For a corporation:

Handing it to the corporation's employee___/ officer / director___/ attorney in fact___/ named Brian Paugh

[Signature]
(Signature of person executing service)

Taken, subscribed and sworn before me this 1st day of October 2018.
My commission expires Oct 9th 2019

[Signature]
Notary Public

(AFFIX SEAL IF NOTARIZED OUTSIDE THE STATE)



RECEIVED
Office of Oil and Gas

MAR 11 2019

WV Department of
Environmental Protection

WW-6A
(8-13)

API NO. 47- 73-02593
OPERATOR WELL NO. P5N4U
Well Pad Name: P5

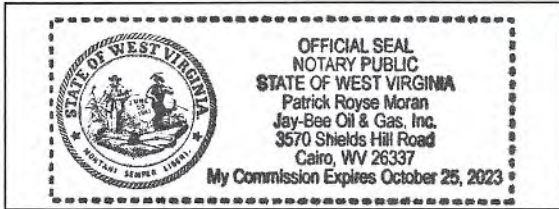
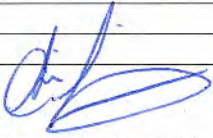
Notice is hereby given by:

Well Operator: Jay-Bee Oil & Gas, Inc.
Telephone: 304-628-3111
Email: clindsey@jaybeeoil.com

Address: 3570 Shields Hill Rd.
Cairo, WV 26337
Facsimile: 304-628-3119

Oil and Gas Privacy Notice:

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



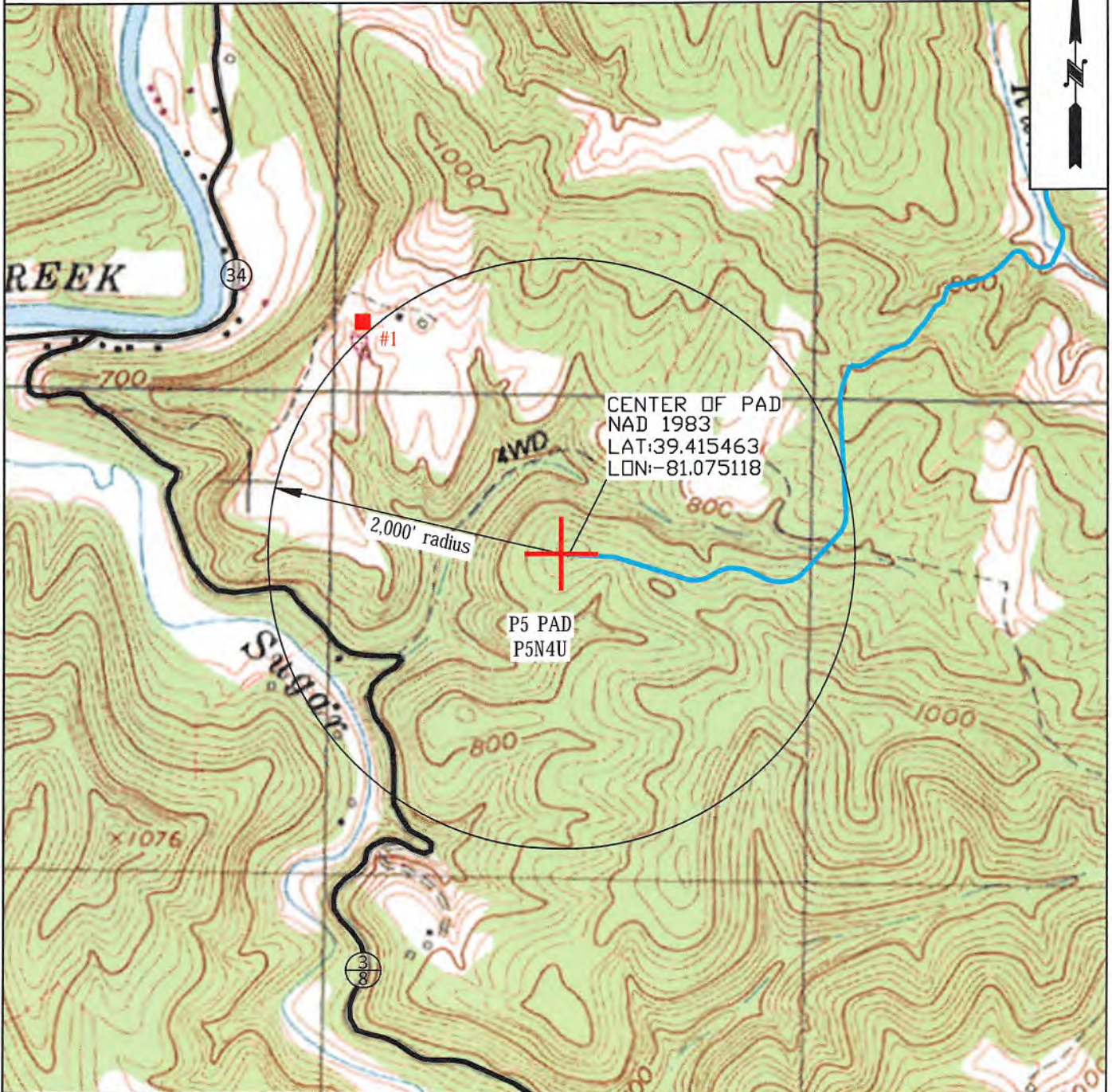
Subscribed and sworn before me this 13th day of December, 2018.
Patrick Royse Moran Notary Public
My Commission Expires October 25th, 2023


WW-6A

PROPOSED P5 PAD P5N4U

SUPPLEMENT PG 1

There appears to be One (1) possible water source within 2,000'.



 <p>Jay Bee Oil & Gas DRILLING into the future</p>	OPERATOR	P5N4U	TOPO SECTION	RECEIVED Office of Oil and Gas
	JAYBEE OIL & GAS INC. 3570 Shields Hill Rd. Cairo, WV 26337		BENS RUN 7.5'	LEASE NAME: BB LAND LLC
			SCALE: 1" = 1000'	DATE: MAR 11 2019

WW-6A

Supplement Pg. 1A

JayBee Oil & Gas Inc.
3570 Shields Hill Rd.
Cairo, WV 26337

WATER WELL REPORT

Well: P5N4U
District: Union
County: Pleasants
State: WV

There appears to be One (1) possible water source within 2,000 feet of the above referenced well location.

Topo Spot # 1 (House/Cabin) TM 11 Par. 27 Darin J. Barber 330-949-5384 330-451-9909 304-863-6333 1745 Sweetkeaf Cir. Massillon, OH 44647		
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RECEIVED
Office of Oil and Gas

MAR 11 2019

W. V. Department of
Environmental Protection

WW-6A3
(1/12)

Operator Well No. _____

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

P5S1, P5S1U,
P5N4, P5N4U,
P5S4, P5S4U,
P5N3, P5N3U

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

Date of Notice: 10/16/2017 **Date of Planned Entry:** 10/23/2017

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

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

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

Notice is hereby provided to:

SURFACE OWNER(s)

Name: Darin J. & Mary R. Barber c/o Edith C. Barber
 Address: 11378 Dupont Road
 Washington, WV 26181-3515
 Name: _____
 Address: _____
 Name: _____
 Address: _____

COAL OWNER OR LESSEE

Name: _____
Address: _____

MINERAL OWNER(s)

Name: _____
Address: _____

*please attach additional forms if necessary

Notice is hereby given:

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

State:	West Virginia	Approx. Latitude & Longitude:	39.415537 x -81.075355
County:	Pleasants	Public Road Access:	Arvilla Rd.
District:	Union	Watershed:	Middle Island Creek
Quadrangle:	Ben's Run 7.5'	Generally used farm name:	_____

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

Notice is hereby given by:

Well Operator: Jay-Bee Oil & Gas, Inc.
 Telephone: 304-628-3111
 Email: sdowell@jaybeoil.com

Address: 3570 Shields Hill Rd.
 Cairo, WV 26337
 Facsimile: 304-628-3119

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RECEIVED
 Office of Oil and Gas
 WV 10/16/17
 Department of
 Environmental Protection

WW-6A3
(1/12)

Operator Well No. _____

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

P5N4, P5N4U,
P5S4, P5S4U,
P5N3, P5N3U

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

Date of Notice: 10/16/2017 **Date of Planned Entry:** 10/23/2017

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

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- METHOD OF DELIVERY THAT REQUIRES A RECEIPT OR SIGNATURE CONFIRMATION

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Notice is hereby provided to:

SURFACE OWNER(s)

Name: Gary Burian
 Address: 1334 Sugar Valley Road
 Friendly, WV 26146
 Name: _____
 Address: _____
 Name: _____
 Address: _____

COAL OWNER OR LESSEE

Name: _____
Address: _____

MINERAL OWNER(s)

Name: Gary Burian
 Address: 1334 Sugar Valley Road
 Friendly, WV 26146

*please attach additional forms if necessary

Notice is hereby given:

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

State: West Virginia	Approx. Latitude & Longitude: 39.416537 x -81.075355
County: Pleasants	Public Road Access: Arvilla Rd.
District: Union	Watershed: Middle Island Creek
Quadrangle: Ben's Run 7.5'	Generally used farm name: _____

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

Notice is hereby given by:

Well Operator: Jay-Bee Oil & Gas, Inc.	Address: 3570 Shields Hill Rd.
Telephone: 304-628-3111	Cairo, WV 26337
Email: sdowell@jaybeeoil.com	Facsimile: 304-628-3119

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RECEIVED
 Office of Oil and Gas
 MAR 11 2019
 WV Department of
 Environmental Protection

WW-6A3
(1/12)

Operator Well No. _____

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

P5S1, P5S1U,
P5N4, P5N4U,
P5S4, P5S4U,
P5N3, P5N3U

Notice Time Requirement: Notice shall be provided at least SEVEN (7) days but no more than FORTY-FIVE (45) days prior to entry
Date of Notice: 10/16/2017 **Date of Planned Entry:** 10/23/2017

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

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

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Notice is hereby provided to:

SURFACE OWNER(s)

Name: _____
 Address: _____

 Name: _____
 Address: _____

 Name: _____
 Address: _____

COAL OWNER OR LESSEE

Name: _____
 Address: _____

MINERAL OWNER(s)

Name: Charles Bunner
 Address: 5302 Pike Road
 St. Marys, WV 26170-8672

*please attach additional forms if necessary

Notice is hereby given:

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

State: West Virginia	Approx. Latitude & Longitude: 39.415537 x -81.075355
County: Pleasants	Public Road Access: Arvilla Rd.
District: Union	Watershed: Middle Island Creek
Quadrangle: Ben's Run 7.5'	Generally used farm name: _____

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

Notice is hereby given by:

Well Operator: Jay-Bee Oil & Gas, Inc.
 Telephone: 304-628-3111
 Email: scowell@jaybeeoil.com

Address: 3570 Shields Hill Rd.
 Cairo, WV 26337
 Facsimile: 304-628-3119

RECEIVED
Office of Oil and Gas

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MAR 11 2019

WW-6A3
(1/12)

Operator Well No. _____

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

**P5N4, P5N4U,
P5S4, P5S4U,
P5N3, P5N3U**

Notice Time Requirement: Notice shall be provided at least SEVEN (7) days but no more than FORTY-FIVE (45) days prior to entry
Date of Notice: 10/16/2017 **Date of Planned Entry:** 10/23/2017

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

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

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

Notice is hereby provided to:

SURFACE OWNER(s)
 Name: _____
 Address: _____

 Name: _____
 Address: _____

 Name: _____
 Address: _____

COAL OWNER OR LESSEE
 Name: _____
 Address: _____

 MINERAL OWNER(s)
 Name: Emma Julia Fell Mixer
 Address: P.O. Box 2303
Parkersburg, WV 26102
 *please attach additional forms if necessary

Notice is hereby given:

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

State: <u>West Virginia</u>	Approx. Latitude & Longitude: <u>39.415537 x -81.075355</u>
County: <u>Pleasants</u>	Public Road Access: <u>Arvilla Rd.</u>
District: <u>Union</u>	Watershed: <u>Middle Island Creek</u>
Quadrangle: <u>Ber's Run 7.5'</u>	Generally used farm name: _____

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Notice is hereby given by:

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 Telephone: 304-628-3111
 Email: sdowell@jaybeeoil.com

Address: 3570 Shields Hill Rd.
Cairo, WV 26337
 Facsimile: 304-628-3119

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RECEIVED

NOV 11 2019

WW-6A3
(1/12)Operator Well No. PSN3, PSN3U, PSN4, PSN4U

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

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

Date of Notice: 10/16/2017 **Date of Planned Entry:** 10/23/2017

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

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Notice is hereby provided to:

SURFACE OWNER(s)

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

COAL OWNER OR LESSEE

Name: _____
Address: _____

MINERAL OWNER(s)

Name: Erna K. Pethel
Address: 2317 Broad Street
Parkersburg, WV 26101

*please attach additional forms if necessary

Notice is hereby given:

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State: West Virginia
County: Pleasants
District: Union
Quadrange: Ben's Run 7.5'

Approx. Latitude & Longitude: 39.415537 x -81.075355
Public Road Access: Arvilla Rd.
Watershed: Middle Island Creek
Generally used farm name: _____

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

Notice is hereby given by:

Well Operator: Jay-Bee Oil & Gas, Inc.
Telephone: 304-628-3111
Email: scdowell@jaybeeoil.com

Address: 3570 Shields Hill Rd.
Cairo, WV 26337
Facsimile: 304-628-3119

RECEIVED
Office of Oil and Gas

MAR 11 2019

WV Department of
Environmental Protection

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WW-6A3
(1/12)

Operator Well No. PSN3, PSN3U, PSN4, PSN4U

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

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

Date of Notice: 10/16/2017 **Date of Planned Entry:** 10/23/2017

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

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

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Notice is hereby provided to:

SURFACE OWNER(s)
 Name: _____
 Address: _____

 Name: _____
 Address: _____

 Name: _____
 Address: _____

COAL OWNER OR LESSEE
 Name: _____
 Address: _____

MINERAL OWNER(s)
 Name: John S. Grim
 Address: 402 Parmaco Street
Parkersburg, WV 26101
 *please attach additional forms if necessary

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State: <u>West Virginia</u>	Approx. Latitude & Longitude: <u>39.415537 x -81.075355</u>
County: <u>Pleasants</u>	Public Road Access: <u>Arville Rd.</u>
District: <u>Union</u>	Watershed: <u>Middle Island Creek</u>
Quadrangle: <u>Ber's Run 7.5'</u>	Generally used farm name: _____

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Telephone: <u>304-628-3111</u>	<u>Cairo, WV 26337</u>
Email: <u>sdowell@jaybeeoil.com</u>	Facsimile: <u>304-628-3119</u>

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RECEIVED
 Office of Oil and Gas
 MAR 11 2010
 WV Department of
 Environmental Protection

WW-6A3
(1/12)

Operator Well No. P5N4, P5N4U

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

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

Date of Notice: 10/16/2017 **Date of Planned Entry:** 10/23/2017

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

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- REGISTERED MAIL
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Notice is hereby provided to:

SURFACE OWNER(s)

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

COAL OWNER OR LESSEE

Name: _____
Address: _____

MINERAL OWNER(s)

Name: Joyce Kay Mixer Ceputo
Address: P.O. Box 2303 Parkersburg WV 26102

*please attach additional forms if necessary

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District: Union
Quadrangle: Ben's Run 7.5'

Approx. Latitude & Longitude: 39.415537 x -81.075355
Public Road Access: Arville Rd.
Watershed: Middle Island Creek
Generally used farm name: _____

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Email: sdowell@jaybeeoil.com

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Facsimile: 304-628-3119

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RECEIVED
Office of Oil and Gas
October 16, 2017
Department of
Environmental Protection

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

P5N4, P5N4U,
P5S4, P5S4U,
P5N3, P5N3U

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

Date of Notice: 10/16/2017 **Date of Planned Entry:** 10/23/2017

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

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

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

Notice is hereby provided to:

SURFACE OWNER(s)
 Name: _____
 Address: _____

 Name: _____
 Address: _____

 Name: _____
 Address: _____

COAL OWNER OR LESSEE
 Name: _____
 Address: _____

MINERAL OWNER(s)
 Name: Kenneth Holmes
 Address: 1516 Henry Camp Road
St. Marys, WV 26170
 *please attach additional forms if necessary

Notice is hereby given:

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

State: <u>West Virginia</u>	Approx. Latitude & Longitude: <u>39.416537 x -81.075355</u>
County: <u>Pleasants</u>	Public Road Access: <u>Arvilla Rd.</u>
District: <u>Union</u>	Watershed: <u>Middle Island Creek</u>
Quadrangle: <u>Ben's Run 7.5'</u>	Generally used farm name: _____

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

Notice is hereby given by:

Well Operator: <u>Jay-Bee Oil & Gas, Inc.</u>	Address: <u>3570 Shields Hill Rd.</u>
Telephone: <u>304-628-3111</u>	<u>Cairo, WV 26337</u>
Email: <u>sdowell@jaybeeoil.com</u>	Facsimile: <u>304-628-3119</u>

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.

RECEIVED
Office of Oil and Gas
MAR 11 2019

73-02593

WW-6A3
(1/12)

Operator Well No. PSN3, PSN3U, PSN4, PSN4U

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

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

Date of Notice: 10/16/2017 **Date of Planned Entry:** 10/23/2017

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

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

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Notice is hereby provided to:

SURFACE OWNER(s)

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

COAL OWNER OR LESSEE

Name: _____
Address: _____

MINERAL OWNER(s)

Name: Linda L. Shimer
Address: 119 Roszel Road
Winchester, VA 22601

*please attach additional forms if necessary

Notice is hereby given:

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State: <u>West Virginia</u>	Approx. Latitude & Longitude: <u>39.415537 x -81.075355</u>
County: <u>Pleasants</u>	Public Road Access: <u>Arvilla Rd.</u>
District: <u>Union</u>	Watershed: <u>Middle Island Creek</u>
Quadrangle: <u>Ben's Run 7.5'</u>	Generally used farm name: _____

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Well Operator: Jay-Bee Oil & Gas, Inc.
Telephone: 304-628-3111
Email: sdowell@jaybeeoil.com

Address: 3570 Shields Hill Rd.
Cairo, WV 26337
Facsimile: 304-628-3119

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RECEIVED

Department of
Environmental Protection

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

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

Date of Notice: 10/16/2017 **Date of Planned Entry:** 10/23/2017

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

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

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Notice is hereby provided to:

SURFACE OWNER(s)

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

COAL OWNER OR LESSEE

Name: _____
Address: _____

MINERAL OWNER(s)

Name: Ridgetop Capital IV LP
Address: P.O. Box 1183
McMurray, PA 15317

*please attach additional forms if necessary

Notice is hereby given:

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

State: West Virginia
County: Pleasants
District: Union
Quadrangle: Ben's Run 7.5'

Approx. Latitude & Longitude: 39.415537 x -81.075355
Public Road Access: Arvilla Rd.
Watershed: Middle Island Creek
Generally used farm name: _____

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

Notice is hereby given by:

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Telephone: 304-628-3111
Email: sdowell@jaybeoil.com

Address: 3570 Shields Hill Rd.
Cairo, WV 26337
Facsimile: 304-628-3119

RECEIVED
Office of Oil and Gas

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NOV 1 2019

73-02593

WW-6A3
(1/12)

Operator Well No. _____

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

P5N4, P5N4U,
P5S4, P5S4U,
P5N3, P5N3U

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

Date of Notice: 10/16/2017 **Date of Planned Entry:** 10/23/2017

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

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

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Notice is hereby provided to:

SURFACE OWNER(s)
Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

COAL OWNER OR LESSEE
Name: _____
Address: _____

MINERAL OWNER(s)
Name: Roger Q. Holmes
Address: 1049 Sugar Valley Road
Friendly, WV 26146
*please attach additional forms if necessary

Notice is hereby given:

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State: West Virginia	Approx. Latitude & Longitude: 39.415537 x -81.075355
County: Pleasants	Public Road Access: Arvilla Rd.
District: Union	Watershed: Middle Island Creek
Quadrangle: Ben's Run 7.5'	Generally used farm name: _____

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

Notice is hereby given by:

Well Operator: Jay-Bee Oil & Gas, Inc.
Telephone: 304-628-3111
Email: sdowell@jaybeeoil.com

Address: 3570 Shields Hill Rd.
Cairo, WV 26337
Facsimile: 304-628-3119

RECEIVED
Office of Oil and Gas

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MAR 11 2019

73-02593

WW-6A3
(1/12)

Operator Well No. _____

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

P5N4, P5N4U,
P5S4, P5S4U,
P5N3, P5N3U

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

Date of Notice: 10/16/2017 **Date of Planned Entry:** 10/23/2017

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

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

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Notice is hereby provided to:

SURFACE OWNER(s)

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

COAL OWNER OR LESSEE

Name: _____
Address: _____

MINERAL OWNER(s)

Name: Ronald S. Holmes
Address: P.O. Box 312
Belmont, WV 26134

*please attach additional forms if necessary

Notice is hereby given:

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

State: West Virginia
County: Pleasants
District: Union
Quadrangle: Ben's Run 7.5'

Approx. Latitude & Longitude: 39.415537 x -81.075355
Public Road Access: Arvilla Rd.
Watershed: Middle Island Creek
Generally used farm name: _____

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

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Telephone: 304-628-3111
Email: sdowell@jaybeeoil.com

Address: 3570 Shields Hill Rd.
Cairo, WV 26337
Facsimile: 304-628-3119

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WW-6A3
(1/12)

Operator Well No. _____

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

P5N4, P5N4U,
P5S4, P5S4U,
P5N3, P5N3U

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

Date of Notice: 10/16/2017 Date of Planned Entry: 10/23/2017

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

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Notice is hereby provided to:

SURFACE OWNER(s)

Name: _____
 Address: _____

 Name: _____
 Address: _____

 Name: _____
 Address: _____

COAL OWNER OR LESSEE

Name: _____
Address: _____

MINERAL OWNER(s)

Name: Sandra K. Lamm
Address: HC 60 Box 30F
New Martinsville, WV 26155

*please attach additional forms if necessary

Notice is hereby given:

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State: West Virginia	Approx. Latitude & Longitude: 39.415537 x -81.075355
County: Pleasants	Public Road Access: Arville Rd.
District: Union	Watershed: Middle Island Creek
Quadrangle: Ben's Run 7.5'	Generally used farm name: _____

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 Email: sdowell@jaybeeoil.com

Address: 3570 Shields Hill Rd.
 Cairo, WV 26337
 Facsimile: 304-628-3119

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NOV 11 2019

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

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 REGISTERED MAIL
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Notice is hereby provided to:

SURFACE OWNER(s)

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

COAL OWNER OR LESSEE

Name: _____
Address: _____

MINERAL OWNER(s)

Name: Terese Janet Mixer Hamilton
Address: P.O. Box 2303 Parkersburg WV 26102

*please attach additional forms if necessary

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Generally used farm name: _____

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Facsimile: 304-628-3119

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2019

WW-6A3
(1/12)

Operator Well No. _____

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

P5N4, P5N4U,
P5S4, P5S4U,
P5N3, P5N3U

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

Date of Notice: 10/16/2017 Date of Planned Entry: 10/23/2017

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

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Notice is hereby provided to:

SURFACE OWNER(s)
Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

COAL OWNER OR LESSEE
Name: _____
Address: _____

MINERAL OWNER(s)
Name: Virginia Ruth Fell Sole
Address: 148 Ambritt Drive
Washington, WV 26181

*please attach additional forms if necessary

Notice is hereby given:

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District: Union	Watershed: Middle Island Creek
Quadrangle: Ben's Run 7.5'	Generally used farm name: _____

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Facsimile: 304-628-3119

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RECEIVED
Office of Oil and Gas

OCT 11 2019

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: 03/01/2019 Date Permit Application Filed: 03/05/2019

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

- CERTIFIED MAIL RETURN RECEIPT REQUESTED
- HAND 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: BB Land, LLC	Name: _____
Address: 75 Crosswinds Dr	Address: _____
Bridgeport, WV 26330	

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: West Virginia	UTM NAD 83 Easting: 493,525.28
County: Pleasants	Northing: 4,362,891.41
District: Union	Public Road Access: Arvilla Rd.
Quadrangle: Bens Run 7.5'	Generally used farm name: BB Land, LLC
Watershed: Middle Island Creek	

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: Jay-Bee Oil & Gas, Inc.	Address: 3570 Shields Hill Rd.
Telephone: 304-628-3111	Cairo, WV 26337
Email: clindsey@jaybeeoil.com	Facsimile: 304-628-3119

Chris Lindsey

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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AFFIDAVIT FILED PURSUANT TO
W. Va. CODE §§ 22-6-8 & 22-6A-5(a)(5)

STATE OF WEST VIRGINIA

COUNTY OF RITCHIE, to-wit:

Randy Broda, President of Jay-Bee Oil & Gas, Inc., and Randy Broda, Managing Member of BB Land, LLC, being duly sworn, state as follows:

1. I, Randy Broda, am the President of the applicant, Jay-Bee Oil & Gas, Inc. In my capacity as President, I am qualified and authorized to certify and verify the information set forth or referenced herein on behalf of the applicant.
2. I, Randy Broda, am the Managing Member of BB Land, LLC, which holds the rights to extract, produce or market the oil or gas. In my capacity as Managing Member, I am qualified and authorized to certify and verify the information set forth or referenced herein on behalf of BB Land, LLC.
3. We certify that we are authorized by the holders of the right to extract, produce or market the oil or gas, if not the applicant, to state that the applicant has the right to extract, produce or market the oil or gas pursuant to the leasing and other continuing contract information provided in the application(s) for the P5N4U well (API No(s). to be determined), on Form WW-6A1.
4. We certify that we are authorized by the owner of the working interest in the well to state that it shall tender to the owner of the oil or gas in place not less than one eighth of the total amount paid to or received by or allowed to the owner of the working interest at the wellhead for the oil or gas so extracted, produced or marketed before deducting the amount to be paid to or set aside for the owner of the oil or gas in place, on all such oil or gas to be extracted, produced or marketed from the well.
5. We certify under the penalty of law that we have personally examined and are familiar with the information contained and referenced herein and that, based on our inquiries of those individuals immediately responsible for obtaining the information, we believe that the information is true, accurate, and complete. We are aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.

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Environmental Protection

73-02593
K09292445
5W-2016-0004

**OIL AND GAS ROAD
DISTRICT WIDE BONDING AGREEMENT
For DOH District 3**

THIS AGREEMENT, executed in duplicate, made and entered into this 26th day of August, 2016, by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "DEPARTMENT," and JAY-BEE OIL & GAS, Inc, 1720 US Highway 22E #1, Union, NJ 07083-6126, a New Jersey company, hereinafter called "COMPANY."

WITNESSETH:

WHEREAS, Company has horizontal gas well drilling operations in certain areas of West Virginia; and

WHEREAS, the Department believes that the frequent and repetitive use of certain sections of highways in the State by Company, its contractors, agents, independent contractors or suppliers of drilling materials or drilling equipment, and employees contributes to increased wear and tear to public roads in the state road system in the State, including local roads ("State Owned Roads"); and,

WHEREAS, the Department and Company have entered into this Agreement to satisfy the requirements of the Department's policy entitled "Oil & Gas Road Policy" dated January 3, 2012, as issued by Paul A. Mattox, Jr., Secretary of Transportation / Commissioner of Highways, and any subsequent related policies, hereinafter called "Policy", a copy of which is made a part of this Bonding Agreement and is identified as Attachment 1.

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter set forth, the parties agree as follows:

I. For purposes of this Bonding Agreement, "Project Transportation Usage" of the Company shall be understood to mean use of one or more State Owned Roads for the delivery and removal of drilling materials and drilling equipment at the site or location of one or more of Company's horizontal gas well pad locations. To the extent reasonably practical, prior to commencing use of a State Owned Road for Project Transportation Usage after January 1, 2011, the Company shall submit to the Department a section or sections of current official WVDOH County Highway maps identifying the exact location of the proposed project and the State Owned Roads that the Company will utilize for the Project Transportation Usage.

II. Company and Department shall within 14 days of the Company's submittal, agree to a list of these sections of State Owned Roads, hereinafter called "Project Roads List", to be utilized for each of Company's projects, identified by route number and milepost; at a time to be mutually agreed to by the parties prior to initial commencement of Project Transportation Usage of a particular State Owned Road on a Project Roads List, the Company and Department will jointly review the condition of the roads and bridges on the Project Roads List. The Department will document the road type and surface condition and general right-of-way width of each section of road on the Project Road List. Either party may supplement this documentation with photographs, video or other evidence of the present condition of the road surface, shoulders, ditches, culverts, bridges or other structures or appurtenances of roads on the Project Roads List, as well as approaches to the roads, utility facilities located within or along the right-of-way, or any other condition, including third-party activities, that may affect the duties and responsibilities of the parties under this Agreement. A copy of any such documentation must be made and provided to the other party within ten business days after the joint review of the roads on the Project Roads List.

III. Department shall issue a Project Agreement or Project Permit, as appropriate, to Company to use State Owned Roads and may include any minor or major improvements required of Company prior to, during or after Project with the assignment of responsibilities of both parties prior to, during and after the operator has completed well fracturing.

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IV. In the Project Agreement/Project Permit, the Department shall not require the use of State Owned Roads other than the roads proposed by Company unless the Department has safety concerns as to the Company's proposed roads. A failure to agree on roads that may otherwise be lawfully used for a particular Project Transportation Usage shall result in the designation of the State Owned Roads proposed by Company, with milepost determinations as designated by Department. This Agreement shall only cover portions of State Owned Roads designated on the Project Roads List.

V. For the duration of Company's Project Transportation Usage of the Stated Owned Roads on the Project Roads List, whether by the Company, its contractors (while working on behalf of Company), agents, independent contractors or suppliers of drilling materials or drilling equipment, or employees, the Company agrees to pay for all reasonable maintenance and repair costs incurred by the Department to repair areas of the State Owned Roads included in the Project Roads List that were directly damaged by Company's Project Transportation Usage, as determined to be reasonably necessary and appropriate by the Department. The Department shall keep a record of all labor performed by Department employees and contractors for such maintenance and repairs and shall send an invoice for the same to Company.

VI. Company shall be responsible for the cost of all maintenance and repairs reasonably necessary to put the existing roadways, bridges and appurtenances on the Project Roads List utilized for the Project Transportation Usage in the condition that existed immediately prior to the Project Transportation Usage. Company shall not be required to pay for maintenance or repairs to put any areas of such roadways, bridges and appurtenances on the Project Roads List in a condition better than the condition that existed immediately prior to the Project Transportation Usage. Company shall also not be required to pay for maintenance or repairs to any areas of these roadways, bridges or appurtenances on the Project Roads List that are not actually utilized for the Project Transportation Usage or for damage not caused by Project Transportation Usage.

VII. Company shall notify the Department in writing of Company's final completion of Project Transportation Usage for particular roadways, bridges and appurtenances on the Project Roads List. Within fourteen days after its receipt of written notification of the completion of the Project Transportation Usage for all roads on a Project Roads List, the Department will review the condition of the roadways, bridges and appurtenances on the Project Roads List actually utilized for the Project Transportation Usage and advise Company of any final repairs reasonably necessary to leave these roads, bridges and appurtenances in a condition reasonably deemed by Department to be equal to their condition prior to commencement of Project Transportation Usage; and, upon completion of all such final repairs by or on behalf of Company and acceptance by Department, the Company shall be released from all further liability for maintenance or repairs to roads, bridges, or appurtenances on said Project Roads List. Any maintenance or repair work under the Project Agreement/Project Permit for roads, bridges or appurtenances on the Project Roads List may be performed by a contractor directly chosen by the Company as approved by the Department, the Department's workforce, or a private contractor hired by the Department through the public bid process in accordance with state law, all of which work shall be subject to the standards and specifications of the Department.

VIII. In order to ensure performance of Company's performance and payment obligations under this Bonding Agreement, the Company shall post a corporate surety bond, hereinafter called "Master Bond", with the Department named as the beneficiary, which form of bond shall be subject to the consent of the Department, not to be unreasonably withheld. The amount and form of the bond shall be in accordance with the Policy as set forth above. However, the amount of the Master Bond does not limit the amount of claims that may be made by the Department against the Company under this Bonding Agreement. The Company shall provide the Master Bond to the Department within one (1) month after the execution of this Bonding Agreement. The Master Bond shall secure the good faith performance of all payment obligations of Company under the terms of this Bonding Agreement respecting the roads, bridges and appurtenances on the Project Roads List for each Project Transportation Usage undertaken by the Company, and shall remain in effect until termination of this Agreement. Company shall not be obligated to provide any other bonds, sureties, or other guarantees of performance to the Department for Company's use of State Owned Roads, except as required in this Agreement.

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IX. Company shall maintain Commercial General Liability Insurance in the amount of two million dollars, with a minimum coverage of one million dollars per occurrence, for personal injury or death to persons, or for property damage, resulting from Company's Project Transportation Usage and shall present evidence of such insurance to Department upon request.

X. Company's usage of State Owned Roads under the Project Agreement/Project Permit shall comply with all applicable Federal, State and local laws and regulations including, but not limited to, to the extent applicable, the National Environmental Policy Act, Section 404 of the Clean Water Act, Section 106 of the National Historic Preservation Act, Rare, Threatened and Endangered Species Act, Section 401 Water Quality Certification, and hazardous waste requirements. Further, upon reasonable written request of Department, Company shall furnish Department with acceptable documentation of such compliance which is in the possession of the Company.

XI. Company shall defend, indemnify and hold Department harmless from and against any and all losses, damage, and liability, and from all claims for damages on account of or by reason of bodily injury, including death, which may be sustained, or claimed to be sustained, by any person or persons, including employees of Department, and from and against any and all claims, losses or liabilities for damages to property, arising out of the negligent or willful acts or omissions of Company, its agents, independent contractors and suppliers of drilling materials or drilling equipment, employees and contractors, in the performance of all Project Transportation Usage activities undertaken pursuant to this Agreement (collectively, "claims"). The Company shall not be responsible to indemnify, defend or hold harmless Department for any claims caused by the negligent or willful acts or omissions of the Department or its agents, employees and contractors or third parties not performing work at the direction of Company or delivering drilling equipment or drilling materials, including water, for use by or for company.

XII. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

XIII. Department shall give Company a minimum of thirty days written notice of default under the terms of this Bonding Agreement and the opportunity to cure this default during such thirty-day period. If a default is not cured to the satisfaction of Department, or provision acceptable to Department is not made for a cure, Department may then elect to terminate this Bonding Agreement in whole or in part, and may in addition exercise its rights under the Master Bond or seek any other lawful relief available. Company may terminate this Bonding Agreement upon thirty days written notice to Department for any reason. In the event Company terminates this Agreement for any reason, it shall be liable for the repair and maintenance costs set forth above for prior Project Transportation Usage.

XIV. Nothing herein shall be construed to mean that Company shall have any jurisdiction or control over any public roads in the state road system.

XV. Company, its contractors, agents, employees and suppliers shall at all times be subject to applicable provisions of state and federal law, including without limitation laws requiring operation of vehicles in accordance with legal size and weight restrictions and posted weight limits. Oversize/overweight permits for vehicle or loads not otherwise conforming with law must be obtained in accordance with law; Department agrees to work in good faith with Company to review and grant (where authorized by law) such permits in a timely manner upon request by Company.

XVI. This Bonding Agreement shall be construed and enforced in accordance with the laws of the State of West Virginia, as they may be amended.

XVII. This Bonding Agreement shall be binding upon the successors and assigns of each party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Bonding Agreement to

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be executed by their duly authorized officers effective as of the date first above written.

WEST VIRGINIA DEPARTMENT OF
TRANSPORTATION,
DIVISION OF HIGHWAYS

Stephanie M. Leidner
Witness *OHZ*

By: *Gregory Bailey*
Gregory L. Bailey, PE
State Highway Engineer

[Signature]
Witness

[Signature]
By: Randy Broda
Title: President

(To be executed in duplicate)

C.B. Meebo
APPROVED AS TO FORM THIS
24th DAY August, 2016
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION
DIVISION OF HIGHWAYS
1608125



73-02593

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways

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

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

December 18, 2018

Jill M. Newman
Deputy Commissioner

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 P5 Pad, Pleasants County
P5N4U Well site

Dear Mr. Martin,

This well site will be accessed from a DOH permit #03-2018-0350 issued to Jay-Bee Oil & Gas, Inc. for access to the State Road for a well site located off of Pleasants County Route 7 SLS.

The operator has signed a DISTRICT WIDE 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 O&G Coordinator

Cc: Patrick Moran
Jay-Bee Oil & Gas, Inc.
CH, OM, D-6
File

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4707-02593

JAY-BEE OIL & GAS, INC.

Permitting Office
Office of Oil and Gas
West Virginia Dept. of Environmental Protection
601 57th Street SE
Charleston, WV 25304

RE: Frac Additives

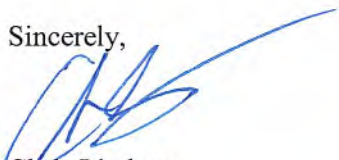
Permitting Office:

As requested on the Well Permit Checklist, the CAS numbers are referenced for all submitted permits on WW6B, page 1, and listed below:

- Water (7732-18-5)
- Sand (14808-60-7, 1344-28-1, 1309-37-1, 13463-67-7)
- Friction Reducer (64742-47-8)
- Scale Inhibitor (107-21-1, 111-46-6)
- Bacteria Prevention (111-30-8, 7173-51-5, 68424-85-1, 64-17-5)
- 15% Vol Acid (7647-01-0)
- Citric Acid (77-92-9)
- Guar Gum (9000-30-0)
- Corrosion Inhibitor (67-56-1, 107-19-7)
- Surfactant (111-76-2)

If you would have any questions concerning this matter, please feel free to contact our office at the numbers listed below.

Sincerely,


Chris Lindsey
Office Manager

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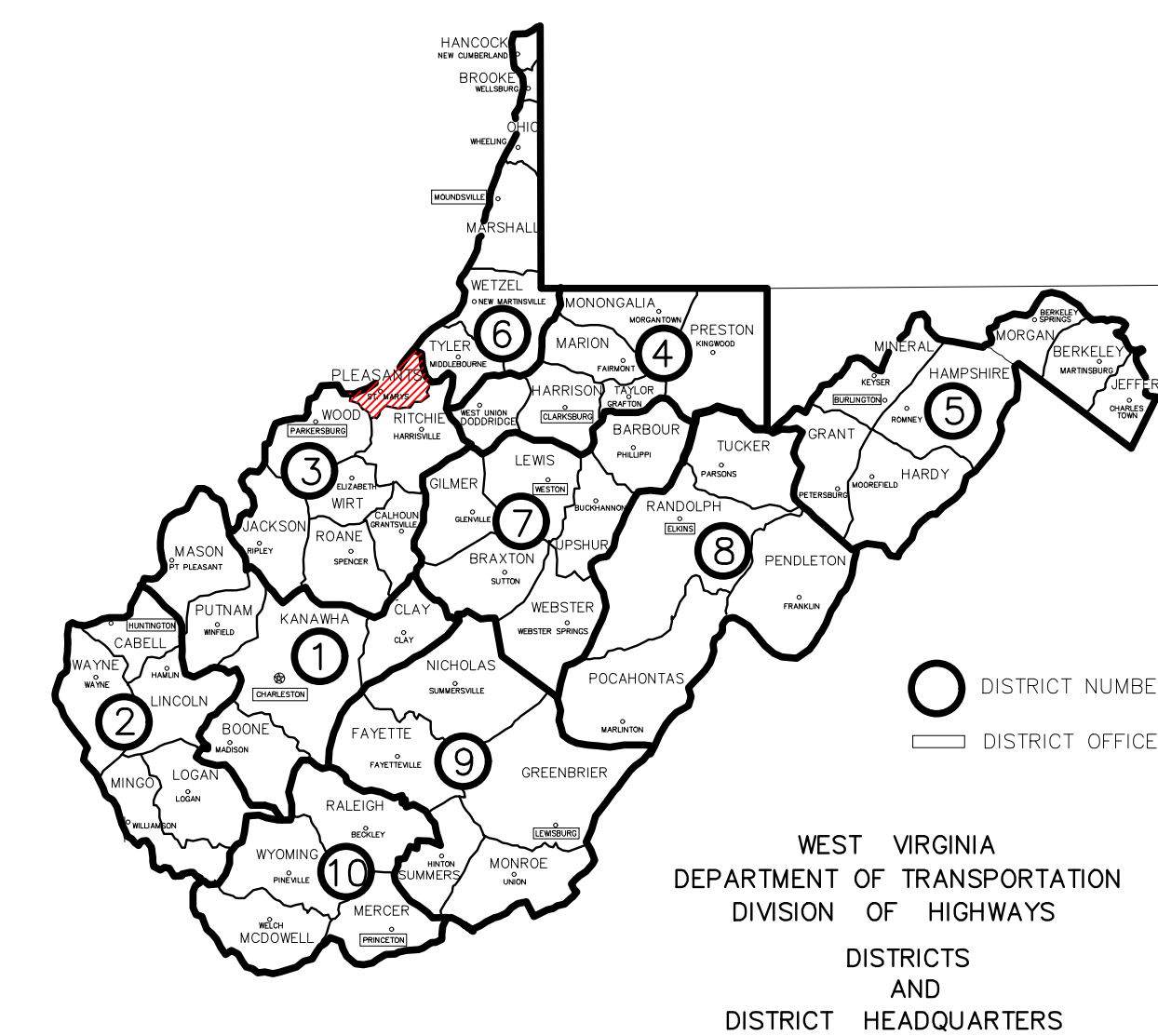
WV Department of
Environmental Protection

P5 Well Pad Site Plan Modification

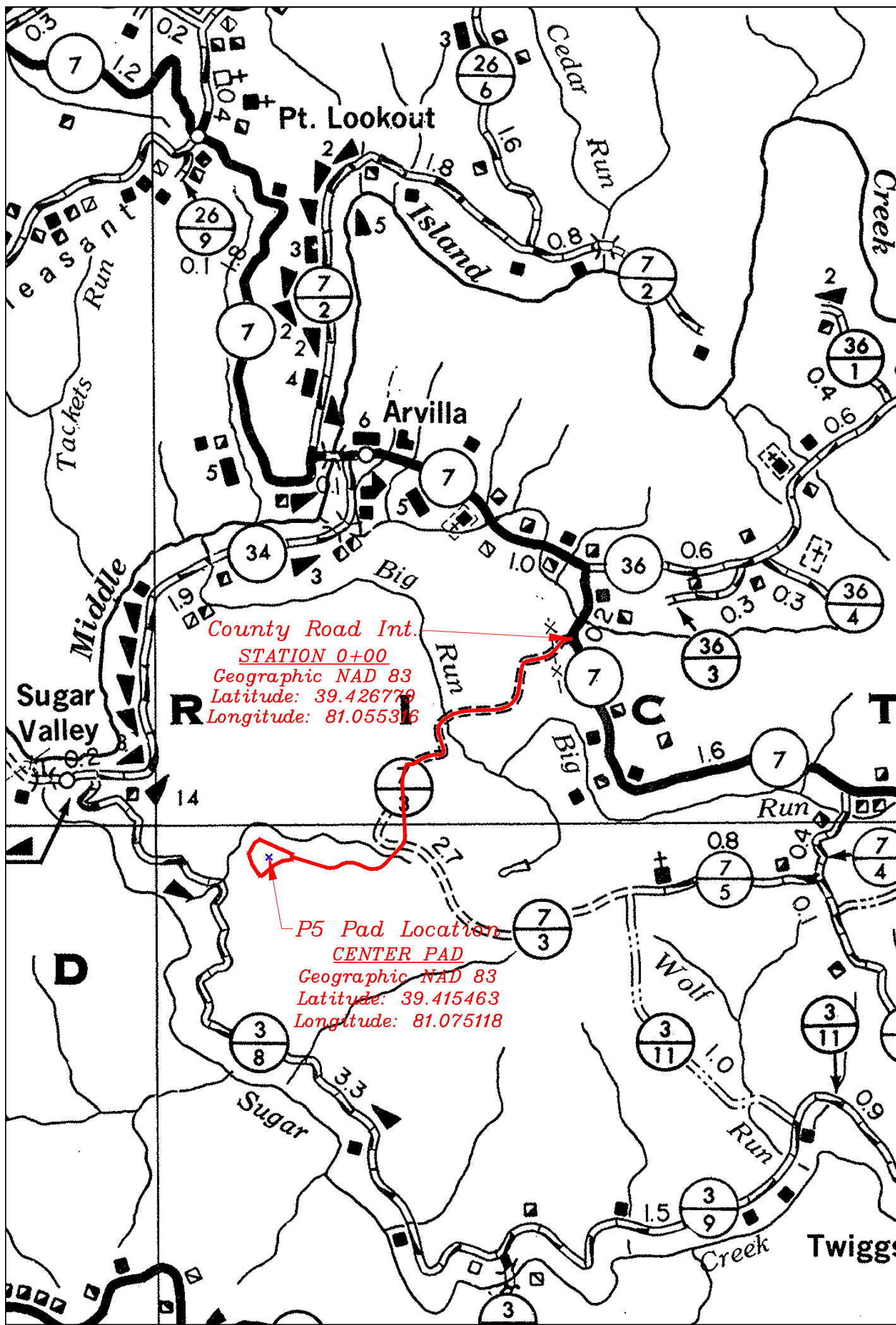
Union District, Pleasants County, WV
Prepared for JAY BEE OIL & GAS

Date: April 19, 2018

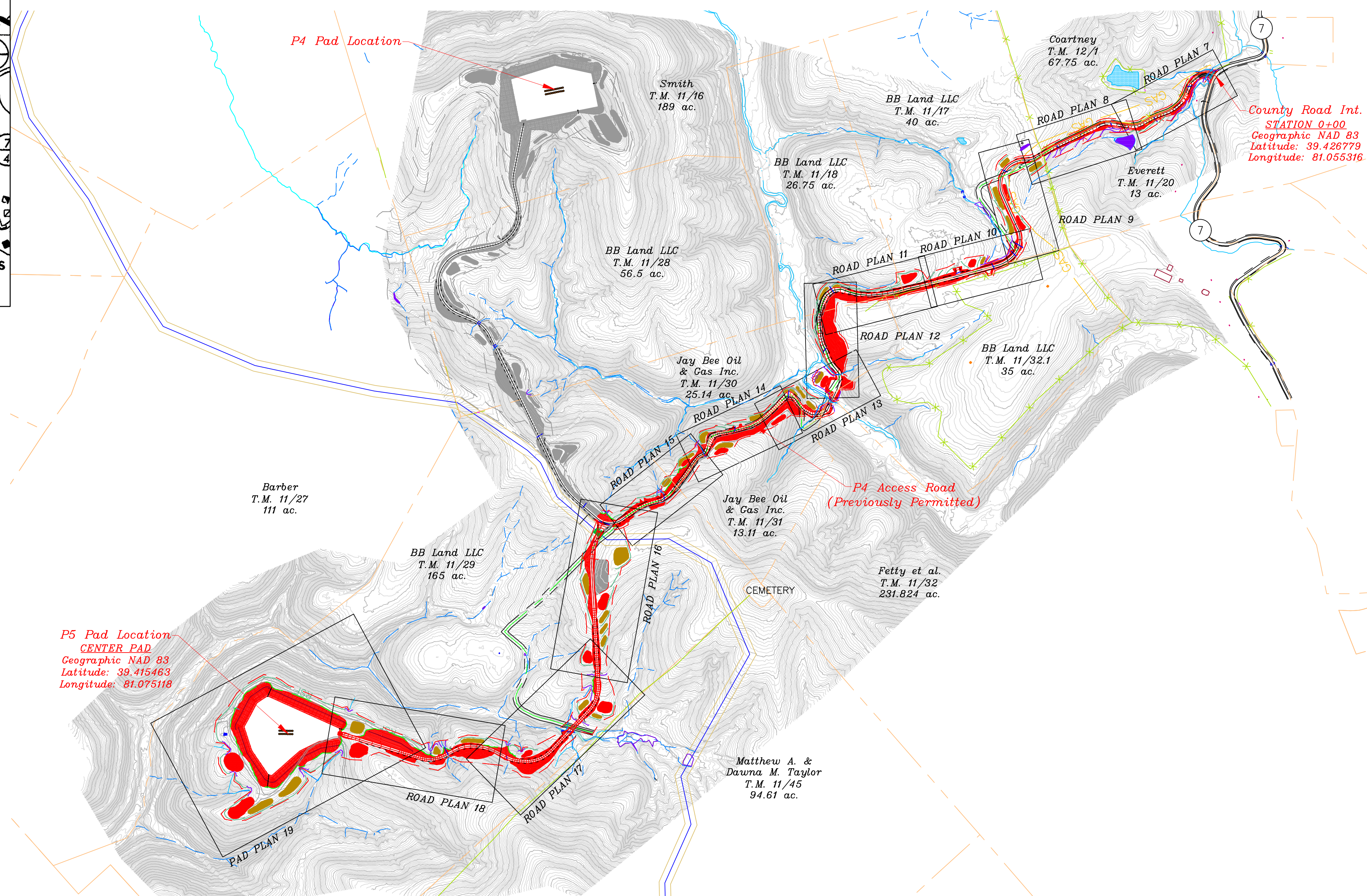
APPROVED
WVDEP OOG
WJG 8/14/2018



WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
DISTRICTS
AND
DISTRICT HEADQUARTERS



West Virginia
State Plane
NAD '83
North Zone
RTK GPS



Sheet	Description
1	Cover
2	Details & Notes
3	Details
4	Details
5	Details
6	Details
7	P4 Road Plan & Profile
8	P4 Road Plan & Profile
9	P4 Road Plan & Profile
10	P4 Road Plan & Profile
11	P4 Road Plan & Profile
12	P4 Road Plan & Profile
13	P4 Road Plan & Profile
14	P4 Road Plan & Profile
15	P4 Road Plan & Profile
16	P5 Road Plan & Profile
17	P5 Road Plan & Profile
18	P5 Road Plan & Profile
19	P5 Pad Plan
20	P5 Pad Cut-Fill Diagram
21	P5 Pad Sections
22	P5 Pad Sections
23	P4 Road Cross Sections
24	P4 Road Cross Sections
25	P4 Road Cross Sections
26	P4 Road Cross Sections
27	P5 Road Cross Sections
28	P5 Road Cross Sections
29	Reclamation Plan

Revisions:

04-19-2018: Revised road grade

05-07-2018: Revised Ownership

08-13-2018: Revisions per DEP

CENTER PAD
Geographic NAD 83
Latitude: 39.415463
Longitude: 81.075118

CENTER ROAD INT.
(Sta. 0+00)
Geographic NAD 83
Latitude: 39.426779
Longitude: 81.055316



Notes:
No water wells were found within 250' of the well location. No dwellings were found within 625' of the center of the well pad.



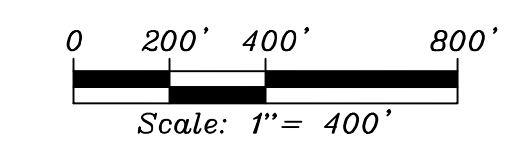
Design Certification
The drawings, construction notes and reference diagrams attached hereto have been prepared in accordance with the West Virginia Code of State Rules, Division of Environmental Protection, Office of Oil and Gas.

The information reflects a gas well pad and access road.

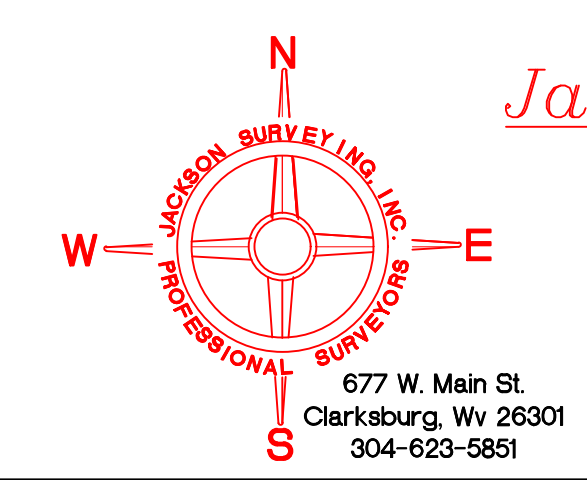
DENNIS L. FISHER
REGISTERED
No. 8684
STATE OF WEST VIRGINIA
PROFESSIONAL ENGINEER

Dennis L. Fisher
Dennis L. Fisher, PE

08-13-2018
Date:



North Central Engineering, LLC
Dennis L. Fisher, RPE
P.O. Box 628
Bridgeport, WV 26330
Cell: 304-677-4129
E-Mail: Dennis.Fisher@NorthCentralEngineering.com

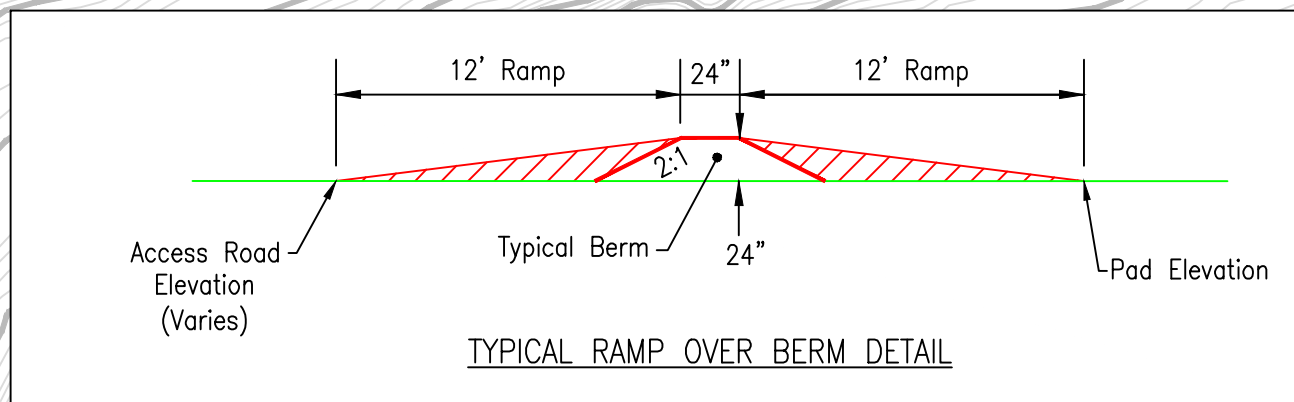


Jackson Surveying Inc.

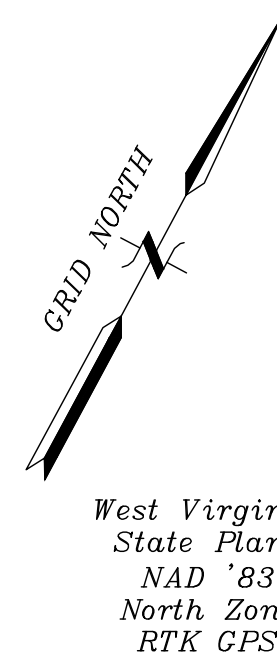
COVER
SHEET 1
P5 Well Pad Plan

TOTAL LIMIT OF DISTURBANCE
(Partial P4 Road LOD & P5 LOD): 35.48± ACRES

Note: Stream and Wetland delineations are from Allstar Ecology reports dated November 01, 2017 and November 21, 2017. All property lines shown are approximate and have not been field verified. Stream Impact chart on Sheet 2.



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WVDEP OOG
WJS 8/14/2018



— LEGEND —

Existing Features	—
Proposed Features	---
Right of Way	---
LOD	---
Property Line	---
Creek	---
Drain	---
Existing Fence	---
Proposed Fence	---
Castline	---
Overhead Utilities	---
Toe Bench	---
Reinforced Silt Fence	RSF
Super Silt Fence	SSF
Ditch	---
Riprap	---

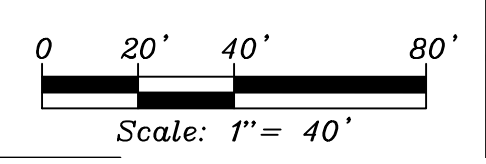
CENTER PAD
 Geographic NAD 83
 Latitude: 39.415463
 Longitude: 81.075118

CENTER ROAD INT.
 (Sta. 0+00)
 Geographic NAD 83
 Latitude: 39.426779
 Longitude: 81.055316

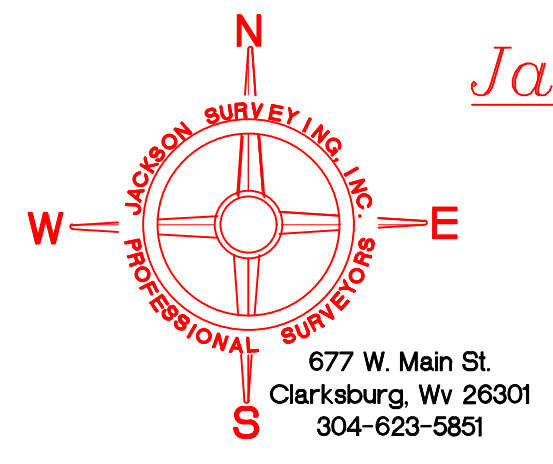
BB Land LLC
 T.M. 11/29
 165 ac.

BB Land LLC
 T.M. 11/29
 165 ac.

Brush/Topsoil Note: The brush and topsoil piles shown are typical locations, but contractor shall have the right to locate the piles in any location within the LOD as dictated by field conditions; however, the piles shall be protected with adequate E&S controls.



North Central Engineering, LLC
 Dennis L. Fisher, RPE
 P.O. Box 628
 Bridgeport, WV 26330
 Cell: 304-677-4129
 E-Mail: Dennis.Fisher@NorthCentralEngineering.com



Jackson Surveying Inc.

PAD PLAN
 SHEET 19

P5 Well Pad Plan