

SUSAN N BOGARAD  
3412 WEST STREET  
WEIRTON, WV 26062-4523

427 920  
REFILED

**QUITCLAIM DEED**

VOL 419 PAGES 37

SUSAN N BOGARAD  
3412 WEST ST  
WEIRTON, WV 26062-4523

THIS DEED, made this 10th day of April 2009, by and between **SUSAN L. LEE**, widow, party of the first part, Grantor and **BRIAN T. FERDA**, party of the second part, Grantee;

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt of which is hereby expressly acknowledged, the said Grantors do hereby grant, convey and quitclaim all of their right, title and interest in the following described property unto the said Grantee:

All that certain tract of land on the waters of Fish Creek, at the mouth of Rocky Run, in Center District, Wetzel County, West Virginia, bounded and described as follows:

Beginning at a stake on the backbone witnessed by a sarvice, two white oaks and an iron wood on the south side of a drain which empties into the south side of Rocky Run near its mouth near Calvin Pules and R. H. Daugherty; thence with Daugherty's line down the backbone N. 17° E. 5 poles to an ironwood; thence N. 7° E. 7½ poles to a pine; thence N. 19° E. 23 poles to a beech; thence N. 32° E. 4 ½ poles to a stake on the south side of Rocky Run at the mouth of the drain; thence N. 6° W. 13 poles to a stone at the mouth of Rocky Run, corner to R.H. Daugherty; thence up Fish Creek N. 86° E. 11 ½ poles to a small lynn near a pipe; thence S. 20° E. 18 poles to a stone on Rocky Run; thence up the run S. 40° E. 51 poles to a stone; thence S. 25° W. 42 poles to a stone; thence S. 27 ½° E. 46 poles to a stake in Daniel Kihnes line; thence with his line S. 83 1/4° W. 33 poles to a stone pile, corner to Kuhanes and Calvin Pyles; thence with Pyles line N. 35 1/2° W. 22 poles to a stake; thence N. 25° E. 14 poles to a small dogwood; thence N. 26° W. 15 poles to a dogwood; thence N. 2° E. 10 ½ poles to a small red oak; thence N. 9 ½° W. 26 poles to a dead poplar; thence N. 50° W. 21 poles to the beginning, containing twenty nine (29) acres, more or less.

This conveyance is made subject to all of the restrictions, reservations, exceptions and conditions as set forth in prior deeds of conveyance in the chain of the title from which it derives.

WITNESS THE FOLLOWING SIGNATURE AND SEAL:

SHARON N. BOGARAD  
ATTORNEY AT LAW  
3412 WEST STREET  
WEIRTON, WEST VIRGINIA 26062  
(304) 797-0602  
LICENSED IN WV, PA & OH

*Susan L. Lee* (SEAL)  
**SUSAN L. LEE**

VOL 419 PAGE 838

CAROL S HAUGHT  
WETZEL COUNTY 10/27/11 AM  
Instrument No 91957  
Date Recorded 06/13/2009  
Document Type DEED  
Book-Page 427-920  
Recording Fee \$11.00  
Additional \$5.00

STATE OF Alabama,

COUNTY OF Lee, to-wit:

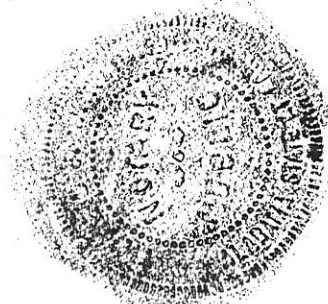
I, Tinneil J. Warlick, a Notary Public for the said county and state, do hereby certify that **SUSAN L. LEE**, whose name is signed to the foregoing writing, bearing date the 10th day of April 2009, has this day acknowledged the same before me in aforesaid county and state.

Given under my hand this 18<sup>th</sup> day of April 2009.

Tinneil J. Warlick  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: 06/19/2011  
BONDED TO THE NOTARY PUBLIC SUPERVISORS



**DECLARATION OF CONSIDERATION**

Under penalties of fine and imprisonment as provided by law, the undersigned hereby declares that there is no tax due for this conveyance, being this is a Quitclaim Deed with no consideration.

Given under my hand this 18 day of April 2009.

Susan L. Lee  
GRANTOR

This Instrument Prepared By:

SHARON N. BOGARAD, ESQ.  
3412 West Street  
Weirton, WV 26062  
304/797-0602

STATE OF WEST VIRGINIA, COUNTY OF WETZEL TO-WIT  
OFFICE OF THE CLERK OF THE COUNTY COMMISSION  
OF WETZEL COUNTY

The foregoing paper writing was this day, June 13, 2009

10:37

presented for recording together with the certificate of acknowledgment

SHARON N. BOGARAD  
ATTORNEY AT LAW  
3412 WEST STREET  
WEIRTON, WEST VIRGINIA 26062  
(304) 797-0602  
LICENSED IN WV, PA & OH

CAROL S HAUGHT  
WETZEL COUNTY 11:34:03 AM  
Instrument No 119196  
Date Recorded 06/25/2011  
Document Type DEED  
Pages Recorded 2  
Book-Page 427-920  
Recording Fee \$11.00  
Additional \$5.00

PAID-UP  
OIL AND GAS LEASE

COPY

This Oil and Gas Lease (the "Lease") is made and entered into this 26th day of October, 2017 (the "Effective Date"). The parties to this Lease are **Brian T. Ferda, a married man dealing in his sole and separate property** as Lessor (whether one or more), whose address is **6299 Fairmont Pike, Moundsville, WV 26041, and American Petroleum Partners Operating, L.L.C.**, as Lessee, whose address is 380 Southpointe Boulevard, Suite 120, Plaza II, Canonsburg, PA 15317.

**1. Lease Description.** In consideration of Ten Dollars (\$10.00) paid by Lessee, and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, and for the covenants contained in this Lease, Lessor grants, leases, and lets exclusively to Lessee, its successors and/or assigns, all the oil, gas and other minerals (and their constituents, whether hydrocarbon or non-hydrocarbon, in underlying the land herein described and leased (such lands hereinafter referred to as the "Lease Premises")), together with the right of ingress, egress and regress over, under and through said Leased Premises, and together with the exclusive right to conduct such operations on the surface of the Leased Premises as may be necessary for, incidental to or convenient for Lessee, at Lessee's election, to explore for, develop, produce, measure and market oil, gas or other related substances covered hereby, using methods and techniques which are not restricted to current technology, including, but not limited to, geophysical operations, the drilling (either vertically, horizontally or directionally), maintaining, operating, treating, venting, dewatering, plugging, abandoning and removing of wells, the right to stimulate or fracture all formations and strata and the construction and use of roads, production flowlines, gathering lines, pipelines and/or gas transmission lines, tanks, water wells, pits, water or other impoundments, electric and/or telephone lines, solar facilities and/or other facilities necessary, useful or convenient to produce, develop, measure, market, save, treat, process, store and/or transport oil, gas and/or other products, regardless of the source of such products, with the right to transport via flowlines, gathering lines, pipelines, transmission lines and/or other lands, regardless of the source of such substances, and across the Leased Premises and/or other lands, regardless of the source of such substances, and the exclusive rights to inject water, air, brine, gas and/or other fluids into subsurface strata. Lessee shall also have the right of placing solar panels, electric and/or telephone lines over the Leased Premises; the right to erect necessary buildings, tanks, towers, stations or other structures thereon; and the rights to use, free from royalty, sufficient oil and gas and their constituents produced from the Leased Premises for all operations thereon.

in the District of Center, **Wetzel County**, West Virginia, and bound substantially by lands now or formerly owned as follows  
**See Exhibit "A"**

Tax Parcel ID: 1-2-5.1

being the same land acquired by Lessor in that instrument recorded in the records of **Wetzel County West Virginia in See Exhibit "A"**.

The Lease Premises is estimated to comprise **29.00** gross acres, whether the tract or tracts contain more or less. In addition to the Lease Premises and land described above, this Lease also covers all accretions and any strips or parcels of land now or later owned by Lessor which are contiguous or adjacent to the Lease Premises, including any interest in the Lease Premises which Lessor may later acquire by reversion, prescription, or otherwise, together with all oil, gas, and their constituents underlying lakes, rivers, streams, roads, easements, and rights of way which traverse or adjoin any of the Lease Premises. All of the land and rights of Lessor that are covered by the subject of this Lease may be referred to as the Lease Premises.

**2. Term of Lease.** This Lease shall be in force for a Primary Term of five years (5) from the Effective Date, and as long thereafter as oil or gas or other substances covered by this Lease are produced or capable of being produced in paying quantities from the Lease Premises or from lands pooled or unitized with the Lease Premises, or this Lease is maintained in force pursuant to any of its other provisions. At Lessee's option, Lessee may extend the Primary Term of this Lease for an additional five years (5) by paying or tendering to Lessor an extension payment equal to one hundred percent (100%) of the initial bonus consideration payable at any time prior to the expiration of the Primary Term. If Lessee exercises this option, the Primary Term shall be considered to be continuous, commencing on the Effective Date and continuing to the end of the Primary Term so extended.

**3. Lease Rights Granted.** Lessee shall have and is granted by Lessor, during the term of this Lease, the exclusive right to enter on the Lease Premises and adjoining lands to conduct geological, geophysical and seismic surveys and explorations, and to operate for, produce, use and save oil, gas, and their constituents produced in connection with oil and gas; together with the right to drill wells, recondition producing wells and re-drill and use abandoned well on the Lease Premises and adjoining lands for all those purposes; together with rights-of-way and servitudes on, over, and through the Lease Premises and adjoining lands for roads, pipelines, telephone, electric power lines, structures, plants, tanks, stations, structures for machinery, gates, meters, regulators, tools, appliances, materials and other equipment that may be used in exploring for and producing oil, gas, and their constituents, storage of gas and liquids, and all other rights and privileges necessary, incident to and convenient for the operation of the Lease Premises for production and transportation of oil, gas, and their constituents, and the injection of water to use oil, gas, and water from the Lease Premises and adjoining lands free of cost to Lessee for all such purposes, except right to use oil, gas, and water from the Lessor's springs, wells or ponds; to remove, either during or after the term of this Lease, any and all property and improvements placed or located on the Lease Premises by Lessee, including the right to draw and remove casing; together with the right of ingress, egress, and regress on, over, and through the Lease Premises and adjoining lands for any of the purposes of this Lease.

**4. Royalty Payments.** For oil and gas, along with all hydrocarbon and non-hydrocarbon substances produced in association therewith, Lessee shall deliver to Lessor, as royalty, **Eighteen percent (18%)** of the net amount realized by Lessee computed at the wellhead. As used in this Lease, the term "net amount realized by Lessee computed at the wellhead" shall mean the gross proceeds received by the Lessee from the sale of oil and gas minus the post-production costs incurred by Lessee

*[Handwritten initials]*

between the wellhead and the point of sale. As used in this Lease, the term "post-production costs" shall mean all costs and expenses related to: (a) treatment and processing of oil and gas; (b) separating liquids from gas; (c) gathering and transporting oil and gas from wellhead to production or treatment facilities and/or point of sale; (d) compression or dehydration; (e) any and all other reasonable costs and expenses of any kind or nature incurred involving the handling of oil and/or gas from the wellhead to the point of sale. Lessee may use its own pipelines and equipment to provide such processing, treating, separation, gathering, transportation and compression services, or it may engage others to provide such services; and if Lessee uses its own pipelines and equipment, post-production expenses shall include, without limitation, reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Lessee may pay all taxes and fees levied upon the oil and gas as produced, including, but not limited to, gross production privilege, surveillance and/or severance taxes or fees, if any imposed now or during the life of this Lease, and deduct a proportionate share of the amount so paid from any amounts payable to Lessor hereunder.

During any period after expiration of the Primary Term or extended Primary Term where there is a well on the Lease Premises or in a unit that includes all or a part of the Lease Premises capable of producing oil and/or gas and oil and/or gas is not being sold off the Lease Premises and all wells are shut-in for at least 180 consecutive calendar days and there is no current production of oil and/or gas or operations on any part of the Lease Premises or in a unit that includes all or part of the Lease Premises, Lessee shall be obligated to pay or tender as shut-in rental an amount (which shall be the same and shall be paid regardless of the number of shut-in wells and regardless of whether the shut-in well or wells are located on the Lease Premises or on other acreage in the unit), for each twelve (12) month period, to Lessor, the sum of **Five Dollars (\$5.00)** per acre per year which shall extend for twelve (12) months the provisions of this Lease. Thereafter, annually, in like manner and on like payments or tenders, this Lease will be extended for periods of twelve (12) months until gas or oil is marketed or sold or this Lease is maintained by some other provision, and it will be considered that oil or gas is produced, for all purposes of this Lease, during any period that a well or wells are shut-in for 180 consecutive calendar days; such amount for the first twelve (12) month period to be payable within one hundred (100) days following the expiration of such 180-day period after shutting-in of the last well, and payment for each subsequent twelve (12) month shut-in period shall be payable at the end of each subsequent twelve (12) month shut-in period. The amount of each payment or tender may be paid by Lessee's check and the payments may be commenced and continued beyond the Primary Term. Lessee's failure to properly pay these payments shall render Lessee liable for the amount due but shall not operate to terminate this Lease. Lessee shall use reasonable diligence to market oil or gas capable of being produced from the shut-in well or wells, but shall be under no obligation to market oil or gas under terms, conditions, or circumstances which, in Lessee's judgment, exercised in good faith, are unsatisfactory.

**5. Operations.** This is a PAID-UP LEASE. In consideration of the bonus consideration paid by Lessee, Lessor agrees that Lessee shall not be obligated to commence or continue any operations during the Primary Term. This Lease is further subject to the additional terms and conditions as detailed on the Order for Payment which is attached hereto and made a part hereof. Lessor expressly agrees this Lease does not contain any express or implied covenants nor shall any implied covenant at law apply to this Lease. This Lease shall not be subject to forfeiture, termination, expiration or cancellation for failure to comply with any covenant. In performance of its duties and obligations under this Lease, Lessee shall act in good faith, and as a prudent operator in the same or similar circumstances. During the term of this Lease the Lessee may drill or not drill and the Lease provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted. The provisions of this Lease, including, but not limited to the prescribed payments, constitute full compensation for the rights and privileges herein granted.

If at the expiration of the Primary Term, oil or gas is not being produced on the Lease Premises or on acreage pooled with the Lease Premises, but Lessee is then engaged in drilling, deepening, plugging back or reworking operations, or shall have completed a dry hole within one hundred eighty (180) days prior to the end of the Primary Term or extended Primary Term, this Lease shall remain in force so long as operations on the well, or for the drilling, deepening, plugging back, or reworking of any additional well are prosecuted with no cessation of more than one hundred eighty (180) consecutive days and, if that result in the production of oil or gas, so long thereafter as oil or gas is produced from the Lease Premises, or on acreage pooled with the Lease Premises.

**6. Pooling.** Lessee is given and granted the right, at its option, at any time and from time to time, within the Primary Term or at any time during which this Lease may be extended by any of its provision, to pool, unitize, and reform, enlarge and/or reduce a unit or pool, and repool all or any part or parts of the Lease Premises or rights, depths, strata, or formations, with any other land in the vicinity of the Lease, or with any leasehold, operating, or other rights or interests in other land to create a unit or units of such size and surface acreage as Lessee may desire but containing not more than one hundred sixty (160) acres for an oil well and not more than six hundred forty (640) acres for a gas well plus, in each case, a ten percent (10%) acreage tolerance. If at any time larger units are specified or permitted under any then applicable law, rule, regulation, or order of any governmental authority for the drilling, completion or operation of a well, or for obtaining maximum allowable, any unit may be established or enlarged to conform to the size authorized or permitted. Each unit or reformation of a unit may be created by governmental authority or by recording in the appropriate county office a declaration containing a description of the pooled or unitized acreage. The pooling or consolidation in one or more instances shall not exhaust the rights of Lessee to pool this Lease or portions thereof into other units. Any well which is commenced, or is drilled, or is on any part of any lands which have been or later pooled with the Lease Premises shall, except for the payment of royalties, be considered a well commenced, drilled, and producing on the Lease Premises subject to this Lease whether or not such well is located on the Lease Premises. There shall be allocated to the portion of the Lease Premises included in any unit, pooling or repooling the proportion of the actual production from all lands unitized, pooled or repooled as the portion of Lease Premises computed on a net acreage basis bears to the entire acreage of the lands unitized, pooled or repooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of the Lease Premises included in the unit, pooling or repooling in the same manner as though produced from the portion of the Lease Premises included in the Lease. A unit established by the terms of this Lease shall be valid and effective for all purposes of this Lease even though there may be land, oil, and gas rights, royalty, and/or leasehold interests in land within the unit which are not pooled or unitized. Any operation which is commenced on any part of any lands which have been or later pooled with the Lease Premises shall, except for the payment of royalties, be considered operations commenced on the Lease Premises subject to this Lease whether or not such operation is located on the Lease Premises.

7. **Warranty and Lessor Interest.** Lessor warrants and agrees to defend the title to the Lease Premises, covenants that Lessee will have quiet enjoyment under this Lease, covenants that Lessee shall have the benefit of the doctrine of after-acquired title, and covenants that Lessee, at its option, may discharge any tax, mortgage, deed of trust, or other lien on the Lease Premises in the event of default in payment by Lessor, and be subrogated to the rights of the holder of a mortgage, deed of trust or lien with the right to enforce same and apply royalties and payments accruing under this Lease toward satisfying same. Without impairment of Lessee's rights under this warranty in event of failure of title, it is agreed that if Lessor owns an interest in the Lease Premises less than the entire fee simple oil and gas estate covered by this Lease, then the lease bonus, rentals and royalties and other payments to be paid Lessor shall be reduced proportionately.
8. **Notices.** Failure to pay or an error in paying any payment due Lessor shall not constitute a ground for forfeiture of this Lease and shall not affect Lessee's obligation to make a payment, but Lessee shall not be considered in default on account of a failure or error until Lessor has first given Lessee written notice of the non-payment and Lessee shall have failed for a period of ninety (90) days after receipt of the notice to make the uncontested payment.
9. **Ownership Changes.** The rights of Lessor or Lessee may be assigned or transferred in whole or in part, but no change or division in ownership of the Lease Premises, shut-in rentals, storage rentals, or royalties, or in the status of Lessor or Lessee, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in ownership or status of Lessor shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by U.S. mail, at Lessee's principal place of business, with a certified copy of the recorded instrument or instruments satisfactory to the Lessee, evidencing the change in ownership. If three or more parties become entitled to royalty, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all. In the event of assignments of this Lease as to a segregated portion of the Lease Premises, shut-in rentals, and storage rentals payable under the terms of this Lease shall be apportionable between the several leasehold owners ratably according to the net acreage of each, and the failure to pay shut-in rentals or storage rentals on a segregated portion of the Lease Premises shall not affect the rights of the party holding any other segregated portion. In the event of assignment, in whole or in part, liability for breach of any obligation of this Lease shall rest exclusively on the owner of this Lease or of a portion of the Lease who commits the breach.
10. **Release of Lease.** Lessee, at any time, and from time to time, may surrender this Lease as to all or any part or parts of the Lease Premises by tendering an appropriate instrument of surrender to the Lessor or filing for record a release or releases terminate as to the part or parts so surrendered. On each surrender as to any part or parts of the Lease Premises all payments specified in this Lease shall be proportionately reduced on an acreage basis, and Lessee shall maintain the rights to the surrendered portion as may be appropriate to its enjoyment of the portion not surrendered. Lessee shall have the right at any time during or after the expiration of this Lease to remove all machinery, equipment, fixtures, buildings, or other structures placed on the Lease Premises by Lessee, including the right to pull and remove all casing. If this Lease is ever terminated, forfeited, or expires, the Lessee (or Lessee's successors or assigns) shall execute a release or other form of document terminating, surrendering or releasing the Lease, and file it of record in the county or counties where the Lease Premises are located.
11. **Adverse Claims & Disputes.** In case of notice of or an adverse claim to the Lease Premises, affecting all or any part of the signing bonus, shut-in rentals, storage rentals or royalties, Lessee may withhold payment or delivery of the same until the ownership is determined by compromise, or by final unappealable order or decree of a court of competent jurisdiction. If any judicial proceeding is commenced in which the validity of the Lease is disputed, or if Lessor takes any action which would prevent Lessee from enjoying the benefits of or complying with the terms of the Lease, then the Primary Term or extended Primary Term (if still in effect) and/or Lessee's obligation to conduct operations on the Lease Premises or on lands unitized or pooled therewith in order for the Lease to continue beyond the Primary Term or extended Primary Term (if the Primary Term has lapsed), shall be tolled and extended during the pendency of the dispute or judicial proceeding, from its commencement through the resolution of the dispute, or, in the case of a judicial proceeding, entry of a final, non-appealable judgment, plus an additional ninety (90) days from the resolution of the dispute or entry of the final, non-appealable judgment.
12. **Surface Use.** No well shall be drilled nearer than two hundred (200) feet of any house or barn now on the Lease Premises without the written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops below plow depth on cultivated lands.
13. **Regulations and Delays.** Lessee's obligations under this Lease shall be subject to all applicable laws, rules, regulations, and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances. When drilling, reworking, production or other operations are prevented or delayed by any laws, rules, regulations or orders, or by the inability to obtain necessary permits, mining operations equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, subsidence, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike, or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate because of the prevention or delay, and shall be maintained in force and effect for so long as the prevention or delay continues, and for one hundred eighty (180) days thereafter, or so long as this Lease is maintained in force by some other provisions, whichever is the later date. Lessee shall not be liable for the breach of any obligations under this Lease when drilling, production, or other operations are so prevented, delayed, or interrupted.
14. **Breach or Default.** In the event Lessor considers that Lessee has not complied with the obligations of this Lease, Lessor shall notify Lessee in writing via certified mail of the facts relied on as constituting a breach of the obligations. Lessee shall then have ninety (90) days after receipt of that notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of the notice shall be precedent to the bringing of any action by Lessor for any cause, and no action shall be brought until the lapse of ninety (90) days after service of the notice on Lessee. Neither the service of

the notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all of Lessee's obligations. However, after production of oil or gas has been obtained from the Lease Premises or land pooled with all or part of the Lease Premises this Lease shall not be subject to forfeiture or loss, either in whole or part, for failure to comply with the obligations of this Lease except after final unappealable judicial ascertainment of the failure and after Lessee has been given a period of ninety (90) days after any final ascertainment to prevent a loss or forfeiture by complying with and discharging the obligations which the Lessee has been judicially determined to be in default.

**15. Title Curative.** Lessor agrees to undertake and prosecute to completion all title curative recommendations, execute documents, affidavits, ratifications, amendments, and other instruments as may be necessary to carry out the purposes of this Lease. In the event Lessee identifies title deficiencies which require curative measures to be undertaken by Lessor, Lessee shall provide Lessor with a Curative Notice within the one hundred twenty (120) business day due diligence period and the timeframe for payment will be extended until the curative has been completed by Lessor. Lessor understands and agrees that the lease bonus will not be paid until all curative recommendations have been completed by Lessor. Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments and/or other liens and encumbrances on or against any land or interest included in the Lease Premises. Lessee shall be entitled to recover any such amounts paid from Lessor, including costs, by deduction from any future payments due Lessor or by any other lawful means.

**16. Right of First Refusal to Lease.** If, during the Primary Term, extended Primary Term and while the Lease remains in force and effect, Lessor receives any bona fide offer, acceptable to Lessor, to grant a top lease (a new lease covering all or part of the Lease Premises to take effect when this Lease expires by the terms herein) or a lease for any of the reserved formation(s), horizon(s) and/or depth(s) owned by Lessor, Lessee shall have the right of first refusal and option to meet any such offer to acquire such top lease or lease. Any offer must be in writing, and must set forth proposed lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized which form should reflect all pertinent and relevant terms and conditions of the top lease or lease. Lessee shall have thirty (30) days after receipt from Lessor of a complete copy of any such offer, to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor of its equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid thirty (30) day period of its election to meet any such offer and take the lease, Lessor shall have the right to grant such a top lease or lease to the third party. Any lease granted by Lessor in violation of this Section 16 shall be null and void.

**17. Confidentiality Clause.** Lessor recognizes and acknowledges the competitive and confidential nature as well as the economic value of the terms and conditions incorporated in this Lease and Addendum, the negotiation hereof and thereof and the damage that would result to Lessee if the Lease or Addendum terms and conditions were disclosed to any third party. Lessor agrees to maintain said terms and conditions of this Lease and Addendum and the negotiation hereof and thereof confidential and shall not disclose same to any third party other than financial, legal or other professional advisors ("Lessor Advisors") who shall also be bound by the confidentiality provisions contained herein. Lessee shall be entitled to seek judicial enforcement (including injunctive reliefs) of any breach of the confidentiality obligations by Lessor or any Lessor Advisor and receive reimbursement of legal fees and other costs from Lessor in its pursuit of same.

**18. Miscellaneous.** Should any one or more of the parties named as Lessor fail to execute this Lease, it shall nevertheless be binding on the party or parties who execute it, and additional parties may execute this Lease as Lessor, and this Lease shall be binding on each party executing it notwithstanding that such party is not named as Lessor; and all of the provisions of this Lease shall inure to the benefit of and be binding on the parties and their respective heirs, legal representatives, successors, and assigns. This Lease shall be construed under the laws of the State of West Virginia. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Lease will remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Lease and all of its terms, conditions, and stipulations shall extend to and be binding on all heirs, personal representatives, successors and assigns of Lessor and Lessee. Lessor agrees that a Memorandum may be filed by Lessee, at Lessee's election and expense, detailing the relevant provisions of this Oil and Gas Lease, and attached exhibits. Any notice to be given by either party to the other hereunder may be delivered in person or by registered mail, postage prepaid, addressed to the party for whom intended as follows:

Lessor:  
Brian T. Ferda  
6299 Fairmont Pike  
Moundsville, WV 26041

Lessee:  
AMERICAN PETROLEUM PARTNERS OPERATING, LLC  
380 Southpointe Blvd. Plaza II, Suite 120  
Canonsburg, PA 15317

Either party hereto may from time to time, by written notice to the other designate a different address, which shall be substituted for the one above specified. If any notice from one party to the other is given by registered mail, usual time for transmission of mail shall be computed and at the end of such time service of notice will be considered made. This Lease is executed by Lessor as of the date of the acknowledgment below, but shall be effective as of the Effective Date stated above.

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

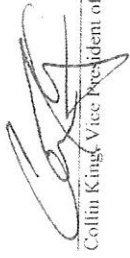
LESSOR:



By: Brian T. Ferda

LESSEE:

AMERICAN PETROLEUM PARTNERS OPERATING, LLC

  
Collin King, Vice President of Finance  
Initials: *[Handwritten initials]*

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WEST VIRGINIA §  
COUNTY OF OHIO §

On this 26th day of October, 2017, before me, the undersigned officer, personally appeared Brian J. Kerda, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes therein contained.

In witness thereof, I hereunto set my hand and affixed my official seal.

MY COMMISSION EXPIRES: 3/9/22

  
Notary Public



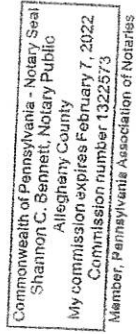
CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA §  
COUNTY OF WASHINGTON §

On this 24 day of May, 2018, before me, the undersigned authority, personally appeared Collin King who acknowledged himself to be the Vice President of Finance of American Petroleum Partners Operating LLC, and that he as such Vice President of Finance, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President of Finance.

In witness thereof, I hereunto set my hand and affixed my official seal.

MY COMMISSION EXPIRES:



  
Notary Public

  
Initials



**EXHIBIT "A" TO OIL AND GAS LEASE  
DATED OCTOBER 26<sup>TH</sup>, 2017  
BRIAN T. FERDA, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY AS LESSOR,  
AND AMERICAN PETROLEUM PARTNERS OPERATING, L.L.C. AS LESSEE**

**1. DESCRIPTION:** The Leased Premises is located, all or part, in the District of Center, County of Wetzel, in the State of West Virginia, generally bounded now or formerly:

On the North by: Ferda,

On the East by: WV State Commerce Bureau of Natural Resources Division,

On the South by: Rine,

On the West by: McIntire,

being the same land acquired by Lessor by virtue of that instrument recorded in the Office of the Clerk of the County Commission of Wetzel County, West Virginia, at Book 427, Page 929, said land being further identified as Tax Parcel Number 1-2-5-1, on this date, and stipulated to contain for the purpose of calculating all payments required hereunder 39.00 acres, more or less.

**LESSOR:**



By: Brian T. Ferda

**LESSEE:**

**AMERICAN PETROLEUM PARTNERS OPERATING, L.L.C.**



By: Colin King  
As: Vice President of Finance

*DK*  
*J*



ADDENDUM TO OIL AND GAS LEASE  
DATED OCTOBER 26<sup>TH</sup>, 2017  
BRIAN T. FERDA, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY AS LESSOR,  
AND AMERICAN PETROLEUM PARTNERS OPERATING, L.L.C. AS LESSEE

**Conflict of Terms**

In the event of a conflict or inconsistency between the printed terms in the Lease to which this Addendum is attached and the added terms of this Addendum, the terms of this Addendum shall control, and be deemed to supersede the terms of said Lease in all respects.

**Standard Lease to Remain Effective**

Except to the extent modified by this Addendum, the terms, covenants, conditions, rights, duties, and obligations of the Parties set forth in the Lease to which this Addendum is attached shall remain in full force and effect in accordance with the terms thereof. The holding of any part of said Lease and/or this Addendum to be ineffective or unenforceable shall not act to alter any other provisions hereof.

**Royalties Without Deduction**

Royalties shall be paid without deductions for the costs of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, or otherwise making the oil, gas, and/or related products produced from the Leased Premises ready for sale or use. All oil and/or gas royalty shall be delivered free of cost into the tank or pipeline (for oil) and/or into the pipeline (for gas), with the exception of Lessor's prorated share of taxes, measured by volume, on the oil and/or gas royalty.

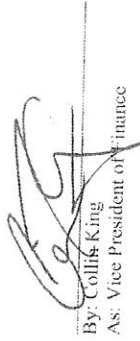
LESSOR:



By: Brian T. Ferda

LESSEE:

AMERICAN PETROLEUM PARTNERS OPERATING, L.L.C

  
By: Collis King  
AS: Vice President of Finance