

Tract No. «TRACT\_NUMBER»  
Sale «SALE\_DATE»  
Lease No. «LEASE\_»

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

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This Oil and Gas Lease (this "Lease") is made and entered into in duplicate originals on «AWARD\_DATE», by and between the **WEST VIRGINIA DIVISION OF NATURAL RESOURCES, OFFICE OF LAND AND STREAMS**, a division of the West Virginia Department of Commerce, whose office is Building 74, Room 200, 324 Fourth Ave., South Charleston, West Virginia 25303, party of the first part, hereinafter designated as **LESSOR**, and «BIDDER», party of the second part, whose post office address is «ADDRESS\_1»«ADDRESS\_2», «HIGH\_BIDDER\_CITY», «HIGH\_BIDDER\_STATE» «HIGH\_BIDDER\_ZIP», 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 \$\_\_\_\_\_00 per net mineral acre paid 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 tract(s) 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 produced in association with the oil or gas in or underlying the Leased Premises (the "Granted Minerals"), situated in the County of «COUNTY», in the State of West Virginia, and more particularly described as follows:

**«LEGAL\_DESCRIPTION»**

Containing «NET\_ACRES»\_\_ acres, more or less (the "Leased Premises").

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 may not use water from Lessor's surface wells, ponds, lakes, waterways, rivers, or otherwise without prior written consent and ~~separate~~ written agreement with Lessor. Lessee may not drill or operate any water well, take water, or otherwise affect water in subsurface water formations.
- d. **Navigational Servitude.** Lessee may not perform any work, construction, production or any related activities within the Ohio River. Lessee shall not in any way hinder or impair the navigational servitude of the U. S. Army Corps of Engineers and river traffic on the Ohio River or other navigable waterway.
- e. **Reserved Rights of Lessor.** Lessor reserves all rights not granted in this Lease, and specifically excepts herefrom all minerals other than oil and gas including, by way of example and not limitation, coal and

coalbed methane.

3. **Facilities Development.** All development and production activities and facilities shall be constructed on the adjoining shores or on privately owned islands within the waterway or from beneath the riverbed.

4. **Term.** This Lease shall remain in force for a term of **Three (3) years** from the date hereof (the "Primary Term"), and as long thereafter as Operations are conducted upon the Leased Premises, or lands pooled or unitized therewith with no cessation for more than Sixty (60) consecutive days. The term "Operations" means activities which result in the production of the Granted Minerals in paying quantities subsequent to drilling.

5. **Partial Termination.** Upon expiration of the Primary Term, or upon cessation of Operations, whichever is later, this Lease shall remain in effect only as to the specific geological formation constituting the producing horizon or zone. Operations shall be deemed commenced when a drilling rig and other machinery capable of drilling to a depth sufficient to test a prospective oil or gas interval in the Leased Premises have been erected, and when such well or wells have been spudded in. A well shall be deemed spudded in as of the date on which the ground was first penetrated for the purposes of drilling by the above mentioned equipment.

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, this Lease shall automatically terminate, and be of no further force or effect as to any geological horizons or formations not drilled and being produced from such designated production unit(s). 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 therewith, any acreage of the Leased Premises not located within Five Hundred Feet (500') of any vertical or horizontal well bore, including the terminus of such, shall revert to Lessor, and this Lease automatically terminate, and be of no further force or effect as to any acreage not located within such designated footage area.

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/ths)** of the Gross Proceeds realized by Lessee, or any Affiliate of Lessee, from the sale of the Granted Minerals, produced and saved 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 minerals produced and saved at the wellhead, exclusive of production and post-production costs.

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 Ninety (90) 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 second month following the month of production or within Sixty (60) 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 by the Due Date of Royalty, Lessor will provide Lessee written notice of nonpayment of royalty in accordance with paragraph 33 of this Lease. If Lessee fails to pay Lessor the royalty due within Thirty (30) days from Lessee's receipt of such notice, this Lease will automatically terminate.

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. Royalties under this Lease shall be based on the total value of the Granted Minerals calculated at the well head, 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 33 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, 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, 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 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, 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. **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 hereof, unless otherwise requested by Lessor.

11. **Shut-In Royalty.** If a well is has been completed capable of production in commercial 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 years, and this Lease shall terminate automatically on the first day following the second anniversary date of initial shut-in. In the event the Lease is shut-in for a period less than two years, and production is temporarily restored, the ensuing shut-in period shall be tacked onto any previous shut-in period(s), and the Lease shall terminate automatically on the first day following a cumulative two years of shut-in.

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. **Unitization.** Lessee may voluntarily pool, consolidate, or unitize portions of the Leased Premises as to hydrocarbon bearing geologic formations only with lands contiguous with the Leased Premises in order to constitute a unit for the purpose of exploring for and producing oil and gas. Said unit may not exceed One Thousand Two Hundred Eighty (1,280) acres. 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.

14. **Diligence, Duty to Drill Offset Wells.** Lessee shall conduct its operations hereunder utilizing best industry practices, and 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 oil or gas is 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 oil and gas 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 oil and gas in and under the Leased Premises from drainage or other damage.

15. **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.

16. **Water Quality.**

- a. Lessee shall maintain the quality and quantity of Lessor's water supply. Lessee shall test Lessor's water supply prior to, during, and at the completion of Operations on or in the Leased Premises, and as deemed

necessary by Lessor due to changes in flow or quality of Lessor's water supply. If Lessor's water supply is polluted or reduced, Lessee shall restore water quality and quantity to its condition prior to commencement of Operations by Lessee. Lessee shall supply Lessor with an adequate supply of potable water, if necessary, to offset any pollution or reduction in Lessor's water supply.

- b. Lessee shall engage an independent testing laboratory not affiliated with Lessee that is authorized to do business in the state of West Virginia and certified lab by the West Virginia Department of Environmental Protection in accordance with W. Va. Code § 22-1-15 to conduct required testing of Lessor's water supply. Such independent testing laboratory shall be qualified to test water for chemicals or agents used by Lessee.
- c. Lessee shall be solely responsible for all costs and expenses associated with the requirements of this paragraph.

17. **Nuisance.** The Lessee shall avoid or minimize any nuisance on the Leased Premises, including, without limitation, unreasonable noise levels, emissions into the air, or discharges into the soil or water.

18. **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.

19. **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 gas and oil. The Lessee shall also keep an accurate account showing the sales, prices, dates, purchases, and the whole amount of oil and gas mined or removed, and all sums due as royalties shall be a lien upon the implements, tools and movable machinery or personal chattels used in operating the Leased Premises, and also upon the unsold oil and gas obtained from the Leased Premises as security for the payment of the royalties.

20. **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.

21. **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.

22. **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 a named insured, and shall be primary coverage for Lessor. Said policy or policies or certificates 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 shall name Lessor as an additional insured with regard to the Leased Premises, and shall reflect that the insurer has waived any right of subrogation against the Lessor.

23. **Sufficient Bonding Required.** Lessee shall give to Lessor a sufficient surety or performance bond, on a form approved by Lessor, conditioned upon the faithful performance of the covenants, obligations, and conditions of this Lease.

24. **Assignment.** The rights and estate of Lessee (or any permitted Assignee of Lessee) hereunder may not be assigned, in whole or in part, without the prior written consent of Lessor, which shall not be unreasonably withheld. Lessor's consent shall be deemed to be 'reasonably withheld' if Lessor determines, in its sole and absolute discretion, that the proposed assignee or transferee is not likely to have the ability to perform the obligations imposed on Lessee by this Lease.

25. **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 6.
- 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 oil and gas assets pertaining to this leasehold.

- 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 Two (2) years as set forth within this Lease.

**26. 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. If Lessee, having received such written notice of breach of Lease, shall thereafter fail or refuse to satisfy, or respond in a meaningful fashion to Lessor's notice, this Lease shall automatically cease and terminated. 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). Additionally, upon the violation of any other substantial terms or conditions of this Lease, Lessor shall have the right at any time to declare this lease null and void after Thirty (30) days written notice specifying the terms or conditions violated.

**27. 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, and/or arising out of this Lease, upon failure to comply with the provisions of this Lease 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 attorney fees and costs, investigation costs, any expert fees, and any other costs or expenses related to such proceedings.

**28. 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 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 release all depths and horizons in and under the Leased Premises so released.

**29. 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 oil, gas, and/or other minerals. Lessee represents it has performed all necessary due diligence regarding the title or ownership of the Granted Mineral, and agrees to be bound by the quantum of acreage as set 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 oil and gas rights 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 oil and gas rights, 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.

**30. 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 and expenses, 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 enjoyment of this Lease; (iii) the exercise of any right granted under this Lease, and/or; (iv) 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.

31. **Limitations on Drilling.** Lessee shall not drill or explore for oil and gas within Five Hundred feet (500') of any building or research area or body of water situated on the Leased Premises.

32. **Force Majeure.** If Lessee is prevented from complying with its obligations under this Lease, express or implied (except payment of money), due to 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. In no event shall the occurrence of any event specified in this paragraph operate to extend the Primary Term of this Lease more than Sixty (60) days beyond the end of the Primary Term set forth in paragraph 2. 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 permits, variances, surface use agreements, equipment, contracts, personnel, water, or other material(s).

33. **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.

34. **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  
Office of Land and Streams  
Building 74, 324 4th Ave  
South Charleston, WV 25303

b. **To Lessee:**

35. **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.

36. **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

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

**WEST VIRGINIA DIVISION OF NATURAL RESOURCES,  
OFFICE OF LAND AN STERAMS FOR AND ON BEHALF  
OF THE West Virginia DEPARTMENT OF COMMERCE**

By:

\_\_\_\_\_  
Frank Jezerio, Director of the West Virginia Division of  
Natural Resources

ATTEST:

BY: «BIDDER»  
(Lessee)

**ACKNOWLEDGEMENT FOR DIVISION OF NATURAL RESOURCES**

State of West Virginia )  
 ) §  
County of ----- )

Personally appeared before me, the undersigned Notary Public, within and for said County and State, FRANK JEZERIO 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\_\_day of\_\_\_\_\_ , 2014.

My Commission Expires:

Notary Public

**ACKNOWLEDGEMENT FOR INDIVIDUAL**

State of )  
 )  
§ County of\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Title

(SEAL)

**ACKNOWLEDGEMENT FOR CORPORATION**

State of )  
 )  
§ County of\_ )

This instrument was acknowledged before me on\_\_\_\_\_ by \_\_\_\_\_ ,

Its President/Attorney-in-Fact of (Company name)

My Commission Expires:

\_\_\_\_\_  
Notary Public

(SEAL)

\_\_\_\_\_  
Title