



EQT CORPORATION  
625 Liberty Ave, Suite 1700 | Pittsburgh, PA 15222-3111  
P: 412.553.5700 | [www.eqt.com](http://www.eqt.com)

Brent Hamilton Haley  
3072 Overlook Dr.  
Vallejo, CA 94591

**RE: Oil and Gas Lease in Wetzel Co. WV, heir of T.B. Hamilton and David Hamilton Haley**

**Mr. Haley**

I represent EQT ([www.eqt.com](http://www.eqt.com)) and our Oil and Gas exploration program in Wetzel County, West Virginia. We are hoping to obtain an Oil and Gas Lease from you regarding the mineral interest on the 0.63125 Acre lot in the town of Hundred WV. Thomas Benson Hamilton, a/k/a T.B. Hamilton owned 25% of the oil and gas rights under this lot. Our research using court records coupled with genealogy research shows you have a small fractional ownership under this lot. I'll be happy to connect the dots if you want to reach out to discuss.

Please note, this is not so we can drill on the property, too small. In fact, there will be no surface activity on the property whatsoever. The well is currently being developed about a mile behind the old Hundred HS. Your property is just in the Unit we are proposing. Unit is simply a term used to include all parcels within a certain perimeter of where the well is being drilled.

Bottom Line, we are paying you \$200.00 to sign the agreement.

EQT continues to develop oil and gas in Wetzel Co. with the assistance of our community members who have agreed to be part of our development plans. We have and will continue to grow partnerships with our community we serve. We hope you will consider allowing us to continue our efforts.

I've enclosed the following documents to be signed:

- Memorandum of Oil and Gas Lease – 1 place to sign, 1 place to
- Oil and Gas Lease – 1 place to sign, 1 place to notarize
- Order of Payment – Sign 1 spot (Payment will be sent 120 Business days after signing)
- W-9 Form – please and include your SSN

Feel free to use the enclosed Self-Addressed Prepaid Envelope included in your package.

Thank you for your attention to this request. Should you have any questions or need additional information, please feel free to contact me at the information provided below.

Respectfully

Rodney Parsons, RL  
Landman II  
Ona, WV  
EQT Production Company by *HONOR RESOURCES COMPANY*  
Let's Discuss:  
[gasfinder@gmail.com](mailto:gasfinder@gmail.com)  
304-812-1096, Call or Text anytime -  
**WWW.EQT.COM**

## MEMORANDUM OF OIL AND GAS LEASE

This Memorandum of Oil and Gas Lease (this "Memorandum"), is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between **Brent Hamilton Haley**, whose address is **3072 Overlook Dr. Vallejo, CA 94591** ("Lessor"), and **EQT Production Company**, a Pennsylvania corporation, with an office at 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222 ("Lessee").

**WITNESSETH:** That upon the terms, conditions, consideration, covenants and provisions set forth in that certain Oil and Gas Lease of even date herewith between Lessor and Lessee (the "Agreement"), Lessor has leased and let, exclusively all of the oil and gas on certain property to Lessee, for the purposes specifically set forth in said Agreement and hereinafter set forth in summary form only. Said property (the "Leased Premises") leased under the Agreement is located in **Hundred Corp District, Wetzel County, West Virginia**, including that certain real property described in Deed Book **33** Page **68** being the tract(s) described in the aforesaid deed containing **0.63125** acres, more or less, and conveyed to Lessor by **David Hamilton Haley by intestate succession as evidenced by an affidavit recorded contemporaneously herewithin**, in the Office of the Clerk of the County Commission of the aforesaid County.

Tax Map Number(s): **06-2-80**

Lessee's exclusive rights under the Agreement include rights to explore for, operate for, transport, produce and market, oil and gas, using all current and future methods; "gas" as the term is used in the Agreement includes but is not limited to all gaseous (including but not limited to natural gas and coalbed methane) and liquid hydrocarbons and non-hydrocarbons emitted by, contained in, or associated with any formation or strata (including but not limited to rocks, gob areas, mined-out areas, coal seams, and communicating zones), and their liquid or gaseous constituents (whether hydrocarbon or non-hydrocarbon), and all products related thereto or derived therefrom. Lessee also has exclusive rights (1) to inject, store, protect, and withdraw stored gas on the Leased Premises and lands in the vicinity thereof; (2) to drill and operate water, disposal, or injection wells; (3) to conduct geological/geophysical/seismic activities; (4) to stimulate or fracture all coals or other strata or formations; (5) of ingress and egress on and across the Leased Premises for any purpose and to and from any other land; (6) of perpetual easements that survive the expiration of the Agreement, and ingress and egress thereto, to lay, construct, use, maintain, operate, change, replace, and remove pipelines, powerlines, roads, waterlines, telecommunication lines, tanks, ponds, pits, power stations, structures, facilities, improvements, compression equipment, meters, houses and buildings (collectively, "improvements"); (7) to remove any property or improvements which Lessee may operate or place on the Leased Premises; (8) to plug, abandon or sell any wells or improvements; (9) to use the improvements or the Leased Premises for the transportation, production, and development of oil and gas wherever produced or located; (10) all other rights and privileges necessary or convenient for Lessee's operation of the Leased Premises or any other lands; (11) to use free of charge for the above purposes - oil, gas and water, on or from the Leased Premises; and (12) to pool or unitize all or a portion of the Leased Premises with other lands or interests.

Revision Date: June 1<sup>st</sup>, 2022

This instrument was prepared by Lawrence Skryzowski Esq., EQT Production Company, 400 Woodcliff Drive, Canonsburg, PA 15317

The Agreement's term shall be for a period of five (5) years from the date first referenced above (the "Primary Term"), and for as long thereafter (the "Secondary Term") as the Leased Premises or lands pooled or unitized therewith are (i) operated in the search for, drilling for, or production of oil or gas, or (ii) used for underground storage of gas or the protection of stored gas (on or in the vicinity of the Leased Premises), or (iii) shut-in payments are made. Lessee at its option may, extend the Primary term before it expires for an additional five (5) years. The Primary Term is subject to tolling where appropriate. After the Agreement's expiration, Lessee at its option may use the Leased Premises as necessary or convenient to plug any wells previously operated thereon or remove any facilities.

If Lessor receives an acceptable written bona fide offer to enter into an additional lease (a "top lease") covering any part of the Leased Premises, Lessee shall have a right of first refusal to acquire a top lease on comparable terms. Any top lease executed by Lessor shall be subordinate to the Agreement, shall not begin until after the expiration of the Agreement, and shall not restrict Lessor and Lessee from modifying or extending the Agreement at any time. Any top lease granted in violation of this provision shall be null and void.

Lessor hereby warrants that Lessor is not receiving bonus or rental payment or production royalty as the result of any prior oil and/or gas lease covering any or all of the Leased Premises, and there are no commercially producing wells currently existing on the Leased Premises, or upon other Lands within the boundaries of a drilling or production unit utilizing all or a part of the Leased Premises. Lessor hereby agrees that Lessee may exercise any right or remedy against Lessor and Lessor's successors and assigns as a result of any overpayment of royalties paid pursuant to this Lease, including recouping royalties due Lessor from production on other leases with EQT or EQT's affiliates.

Said Agreement and all the terms, conditions, covenants and provisions thereof are hereby incorporated herein by reference and made a part hereof in all respects as though fully set forth herein and reference is hereby made to said Agreement for the full particulars thereof. The Agreement and all of its terms, conditions, covenants and provisions shall extend to and be binding upon all the heirs, successors and assigns of said Lessor and Lessee.

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Memorandum to be duly executed as of the date first hereinabove written.

**LESSOR:**

**LESSEE:**

**EQT PRODUCTION COMPANY**

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**Brent Hamilton Haley**

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**By: Corey C. Peck**

**As: VP - Land**

**STATE OF** \_\_\_\_\_;  
**COUNTY OF** \_\_\_\_\_:

I, \_\_\_\_\_, a Notary Public in and for said County and State, certify that **Brent Hamilton Haleypersonally known to** me to be the same person who signed above, appeared before me today in said State and County, and acknowledged and delivered the instrument to be their free act and deed. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. My commission expires

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[SEAL]

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

**COMMONWEALTH OF PENNSYLVANIA;**  
**COUNTY OF WASHINGTON:**

I, \_\_\_\_\_, a Notary Public in and for said County and Commonwealth, certify that **Corey C. Peck, Vice President of Land of EQT Production Company**, personally known to me to be the same person who signed above, appeared before me today in said Commonwealth and County, and acknowledged and delivered the instrument to be their free act and deed, on behalf of said company. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. My commission expires

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[SEAL]

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

**OIL AND GAS LEASE (PAID-UP)**

**This Lease Agreement** (this "Agreement"), made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") between **Brent Hamilton Haley**, whose address is **3072 Overlook Dr. Vallejo, CA 94591** ("Lessor"), and **EQT Production Company, a Pennsylvania corporation**, with an office at 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222 ("Lessee").

**WITNESSETH:** In consideration of \$1.00 paid by Lessee, and other good and valuable consideration, receipt of which is acknowledged, Lessor leases and lets exclusively to Lessee, all of the Leased Premises (as defined below) and all oil and Gas therein, thereon, and thereunder, for the purpose of, and with the exclusive rights of exploring for, operating for, transporting, producing and marketing oil and Gas, using all current and future methods; "Gas" as the term is used in this Agreement includes but is not limited to all gaseous (including but not limited to natural gas and coalbed methane) and liquid hydrocarbons and non-hydrocarbons emitted by, contained in, entrained in, or associated with any formation or strata (including but not limited to rocks, gob areas, mined-out areas, coal seams, and communicating zones), and their liquid or gaseous constituents (whether hydrocarbon or non-hydrocarbon), and all products related thereto or derived therefrom. Lessee shall also have exclusive rights (1) to inject, store, protect, and withdraw stored Gas on the Leased Premises and lands in the vicinity thereof; (2) to drill and operate water, disposal, or injection wells; (3) to conduct geological/geophysical/seismic activities; (4) to stimulate or fracture all coals or other strata or formations; (5) of ingress, egress and regress over, under, through, on and across the Leased Premises for any purpose and to and from any other land; (6) of perpetual easements that survive the expiration of this Agreement, and ingress, egress and regress thereto, to lay, construct, use, maintain, operate, change, replace, and remove pipelines, powerlines, roads, waterlines, telecommunication lines, tanks, ponds, pits, power stations, structures, facilities, improvements, compression equipment, meters, houses and buildings (collectively, "improvements"); (7) to remove any property or improvements which Lessee may operate or place on the Leased Premises; (8) to plug, abandon or sell any wells or improvements; (9) to use the improvements or the Leased Premises for the transportation, production, and development of oil and Gas wherever produced or located; (10) all other rights and privileges necessary or convenient for Lessee's operation of the Leased Premises or any other lands; and (11) to use free of charge for the above purposes - oil, Gas and water, on or from the Leased Premises. Lessor agrees that no part of the Leased Premises shall be leased, let, granted, or licensed by Lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment and/or machinery for the purpose of exploring, developing, or operating adjacent lands for oil and gas during the term of this Agreement. There are no implied covenants or duties hereunder.

**Description of Leased Premises.** The land (the "Leased Premises") leased herein is located in **Hundred Corp District, Wetzel County, West Virginia**, including that certain real property described in Deed Book **33** Page **68** being the tract(s) described in the aforesaid deed containing **0.63125** acres, more or less, and conveyed to Lessor by **David Hamilton Haley by intestate succession as evidenced by an affidavit recorded contemporaneously herewithin**, in the Office of the Clerk of the County Commission of the aforesaid County.

Tax Map Number(s): **06-2-80**

**1. Term. TO HAVE AND TO HOLD** the Leased Premises and rights and interests shall remain in force for a primary term of Five (5) years from \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_, being the Effective Date

**2 (“Primary Term”),** and for as long thereafter (the “Secondary Term”) as the Leased Premises or lands pooled or unitized therewith are (i) operated in the search for, drilling for, or production of oil or Gas (which shall be construed for the purposes of this Agreement to mean any activity reasonably necessary to prepare the location for drilling (including but not limited to preparing the well pad, access road, and other facilities), drilling, testing, stimulating, completing, venting, reworking, deepening, dewatering, recompleting, constructing facilities related to the production, treatment, or transportation of Gas, and constructing facilities related to water disposal), or (ii) used for underground storage of Gas or the protection of stored Gas (on or in the vicinity of the Leased Premises) or its constituents, or (iii) this Agreement is extended pursuant to any other provision herein. Lessee may at its option, extend the Primary Term before it expires, for an additional five (5) years by making to Lessor a payment per net mineral acre leased herein that is equal to the payment per net mineral acre paid by Lessee for the initial execution of this Agreement. The Primary Term shall be extended during the pendency of any lawsuit brought by Lessor seeking (i) an injunction preventing Lessee from exploring for, drilling, or producing oil and Gas or (ii) a declaration that the Agreement is terminated, void, or voidable. After this Agreement’s expiration, Lessee at its option may use the Leased Premises as necessary or convenient to plug any wells previously operated thereon or remove any facilities. If the last producing well on the Leased Premises or on lands pooled or unitized therewith is plugged and abandoned after the Primary Term or any extension thereof, and this Agreement is not being otherwise maintained, prolonged or extended pursuant to the provisions contained herein, the Agreement will not terminate for an additional period of six (6) months from the date of plugging and abandonment.

**3 Continuous Operations.** If, during the Primary Term or any time thereafter, Lessee drills a well which in Lessee’s sole judgment is incapable of producing in paying quantities (“Dry Hole”) on the Leased Premises or lands pooled, unitized or combined therewith, or if all production (whether or not in paying quantities) permanently ceases for any cause, including a revision of unit boundaries pursuant to the provisions of this Agreement or the action of any governmental authority, and this Agreement is not otherwise being maintained in full force and effect by other provisions, this Agreement shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled or unitized therewith within three hundred and sixty-five (365) days after completion of operations on such dry hole or within three hundred and sixty-five (365) days after such cessation of all production. If, after the Primary Term or any time thereafter, this Agreement is not otherwise being maintained in full force and effect by other provisions, but Lessee is then engaged in any operations, this Lease shall remain in force (1) for as long thereafter as any one or more of such operations are prosecuted with no interruption of more than three hundred and sixty-five (365) consecutive days; and (2) if any such operations result in the production of oil, gas, or any constituents thereof, for as long thereafter as there is production in paying quantities from the Leased Premises or lands pooled or unitized therewith.

**4 Due Diligence Period.** Lessee shall have 120 business days after Lessor’s execution of this Agreement (the “Diligence Period”) to execute this Agreement, otherwise this Agreement shall be of no effect and the parties shall have no obligations or rights hereunder (including no payment obligations, including any signing bonus, as referenced in the Order Of Payment (“OFP”) which is incorporated herein by reference, such OFP to control in the event of a conflict with anything contained in this Agreement. During the Diligence Period: (i) Lessee may record a memorandum of this Agreement (and such recordation shall not indicate Lessee’s completion of the Diligence Period), (ii) Lessor shall not sell, lease, transfer, grant, convey, assign, encumber, or mortgage the Leased Premises or any interest therein; and (iii) Lessor shall be bound to the terms of this Agreement and shall have no right whatsoever to claim that this Agreement is not effective or can be released or withdrawn by Lessor.

## **5 Payments.**

### **a. Gas Royalty.**

(i) If Gas produced and sold from the Leased Premises does not undergo liquefaction, fractionation, and removal of hydrocarbons (“Processing”), Lessee shall pay Lessor a royalty of Fifteen percent (15%) of the net proceeds from the sale of volumes of Gas produced and sold from the Leased Premises, and shall be calculated using the first of the month published index price for Gas applicable to the first interstate pipeline into which the Gas is delivered less Lessor’s proportionate share of all Post Production Costs (defined below) and all severance, ad valorem, and other production related taxes charged to or incurred by Lessee on production from the Leased Premises.

(ii) If Gas produced and sold from the Leased Premises undergoes Processing, Lessee shall pay Lessor a royalty of Fifteen percent (15%) of the net proceeds from the (i) natural gas and natural gas constituents (“Residue Gas”) and (ii) non methane hydrocarbons, such as ethane, propane, butane, pentane, hexane, heptane and natural gasoline and mixtures, and other liquid hydrocarbons obtained by Processing (“NGLs”) produced and sold from the Leased Premises. The volumes of Residue Gas MCFs and NGL gallons shall be measured at the tailgate of the Processing facility and allocated to the Leased Premises based on the heat content, volume, and a pro rata share of Gas delivered to said Processing facility. The royalty for NGLs shall be calculated based on the volume weighted average sales price of NGLs sold at the tailgate of the Processing facility, meaning the sum of the proceeds received at the Processing facility for each NGL product during each month divided by the volume of such NGL product that was sold during such month, after deduction of Lessor’s pro rata royalty share of the actual Post Production Costs (defined below), and all severance, ad valorem, and other production related taxes charged to or incurred by Lessee during such period. The royalty for Residue Gas attributable to the Leased Premises shall be calculated using the first of the month published index price for natural gas applicable to the first interstate pipeline into which the Residue Gas is delivered less Lessor’s proportionate share of all Post-Production Costs (defined below) and all severance, ad valorem, and other production related taxes charged to or incurred by Lessee on production from the Leased Premises.

(iii) “Post-Production Costs” shall mean all actual and reasonable costs and expenses incurred by Lessee and/or its affiliate between the wellhead and the receipt point for the first interstate pipeline into which any of the Gas may be delivered of (a) treating and processing oil and/or Gas, and (b) Processing, and (c) gathering and/or transporting oil and/or Gas, including but not limited to transportation between the wellhead and any production or treating facilities, transportation to the point of sale, and line loss, and (d) compressing Gas for transportation and delivery purposes, including the cost of electricity, Gas or other fuel, and (e) desulphurization and purification, and (f) dehydrating, and (g) storage, and (h) sweetening, and (i) metering oil and/or Gas to determine the amount sold and/or the amount used by Lessee, and (j) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the Gas. Lessee may use its own pipelines and equipment to provide such treating, Processing, separating, transportation, compression and metering services, or it may engage others to provide such services.

(iv) However, if now or in the future Lessee determines it is no longer preferable and/or desirable to remit royalty payments on a first of the month published index price for Gas referenced in subsection (a)(i) and Residue Gas referenced in subsection (a)(ii), then Lessee upon written irrevocable notice shall pay Lessor a royalty of Fifteen percent (15%) of the net proceeds of such Gas and Residue Gas produced and sold from the Leased Premises. The volume of Gas and Residue Gas allocated to the Leased Premises shall be measured in accordance with the provisions of subsection (a)(i) or (a)(ii), dependent upon whether the gas undergoes Processing. The royalty shall be based upon the Volume Weighted Average Sales Price obtained each month at the Lessee’s various delivery points to unaffiliated, third-party purchasers accessible by the Lessor’s production (the “Delivery Pool”). The

Volume Weighted Average Sales Price shall mean the sum of the average sales prices received at each delivery point within the total Delivery Pool, prorated by the volume delivered to each such Delivery Pool. The average sales price at an individual delivery point shall be determined by dividing the total amount of the proceeds received by Lessee/Lessee's affiliate at a respective delivery point by the volume of Gas sold at that delivery point.

(v) Royalty shall be paid on the same Gas only once without duplication. Additionally, Lessor hereby agrees that Lessee may exercise any right or remedy against Lessor and Lessor's successors and assigns as a result of any overpayment of royalties paid pursuant to this Lease, including recouping royalties due Lessor from production on other leases with Lessee or its affiliates.

b. Oil Royalty. Lessee shall pay Lessor a royalty of Fifteen percent (15%) of the net proceeds of that produced, saved and delivered at the wells or into the pipeline to which the wells may be connected. The oil royalty shall be paid on such oil sold after deduction of Lessor's pro rata royalty share of the actual and applicable Post-Production Costs, and all severance, ad valorem, and other production related taxes charged to or incurred by Lessee during such period.

c. Shut-in Payments. If and while all production wells on the Leased Premises and lands pooled or unitized therewith are shut-in for any reason whatsoever during the Secondary Term for at least 90 consecutive days, Lessee shall pay a shut-in royalty equal to \$1.00 per net mineral acre of the Leased Premises annually, but prorated on a monthly basis; said payments shall keep this Agreement in full effect.

d. Other Payments. Lessee shall pay \$300.00 per year for each Gas storage or protection well on the Leased Premises or lands pooled or unitized therewith. During the Secondary Term, if there is no Gas storage or protection well on the Leased Premises but the premises is used for Gas storage or protection, Lessee shall each year pay \$1.00 per net mineral acre of the Leased Premises. This is a paid-up lease requiring no delay rental payments.

e. Interests. The amount of all payments shall be calculated in proportion to Lessor's ownership interest in the Leased Premises; accordingly, if Lessor owns less than a 100% undivided interest in the oil and Gas on the Leased Premises, all payments shall be reduced proportionately. In the event Lessor only owns the executory right to sign this Agreement, Lessor understands and agrees that only the person(s) owning royalty rights as to the Leased Premises shall be entitled to receive royalty payments due hereunder.

f. Miscellaneous. Lessee shall not be required to pay interest on money due under this Agreement. All monies payable to Lessor may be mailed to the address above; the deposit of monies in the mail shall constitute full payment. Lessee may withhold payments to Lessor until the amount due exceeds \$50.00. If a dispute arises as to payment amounts or proper payee, Lessee may, in its sole discretion, withhold payment without liability until the dispute is settled by all necessary parties in a written agreement or by final non-appealable court order. Upon the death of any Lessor, written notice executed by all necessary parties shall be delivered to Lessee, including (1) date of death, (2) names and addresses of individuals succeeding decedent, (3) proportion in which payments are to be divided, and (4) any other necessary information and probate/estate documentation; until Lessee receives said notice, it may withhold payments without liability and shall not be responsible for any payments. No assignment or transfer of this Agreement or the Leased Premises by Lessor shall be binding upon Lessee until Lessee receives: (1) a certified and recorded copy of the assignment / transfer instrument, (2) the address of the assignee / transferee, (3) proportion in which payments are to be divided, and (4) any other necessary information; until Lessee receives such information, it may withhold payments without liability and shall not be responsible for previous payments. Lessor shall sign division orders upon Lessee's request.

## 6 Pooling and Unitization. Lessee may pool or unitize any or all of the Leased Premises (and any

or all strata) with other lands or interests to create pools or units of any size and shape. Pools and units may contain one or more wells. Any well or operations in a pool or unit shall (except for royalties, which shall be allocated as set forth below) be considered a well or operations on the Leased Premises. A pool or unit may be created, amended, supplemented or cancelled by Lessee at any time (including after drilling): by: (1) mailing a written declaration-notice to Lessor, or (2) filing a declaration-notice in the applicable County real property records. To the extent permitted by law, Lessor waives rights to notice (except the above- described declaration-notice), hearing and objection concerning any pooling or unitization. There shall be allocated to the portion of the Leased Premises in a pool or unit, a fractional part of the production from the pool or unit, using one of the following methods as determined by Lessee: (1) in the proportion that the Leased Premises' acreage in the pool or unit bears to the total acreage in the pool or unit; or (2) any other method or basis approved or allowable under law or governmental authority or that Lessee believes to be fair and appropriate. Lessee is expressly permitted to drill and produce one or more horizontal wells with lateral wellbores that traverse two or more pooled units ("Cross-Unit Wells"). Any pool or unit formed under this provision (an "Initial Pool/Unit") may be cross-unitized with or within another unit and the production allocated to such Initial Pool/Unit shall be calculated using the following method: (1) in the proportion that such acreage of the Initial Pool/Unit bears to the total acreage in the cross-unitization pool or unit; (2) in the proportion that the lateral wellbore footage within the Initial Pool/Unit bears to the total lateral wellbore footage within the cross-unitization pool or unit; or (3) any other method or basis approved or allowable under law or governmental authority or that Lessee reasonably believes to be fair and appropriate. For royalty purposes, the production so allocated shall be deemed the entire production from the portion of the Leased Premises included in the pool or unit. Lessee may use the entire Leased Premises for the operation of any pools or units that contain a part of the Leased Premises, including to drill for, produce, transport, and remove Gas and oil regardless of location. The surface location of a horizontal/directional well which is producing in a pool or unit may or may not be located on the Leased Premises or lands pooled or unitized therewith.

**7. Representations and Warranties.** Lessor warrants generally and shall defend title to the Leased Premises. If Lessor does not own all oil and Gas on the Leased Premises: (i) Lessor shall immediately refund any overpayments, and (ii) Lessee shall be released from making future payments in the proportion that the outstanding interest or title bears to the entire Leased Premises. Lessor represents and warrants that the oil and Gas on the Leased Premises is not subject to any lease or contract and that there are no active, producing, or shut-in wells on the Leased Premises.

**8. Default.** If Lessor fails to pay refunds due hereunder, Lessee may deduct the amount from future payments due to Lessor hereunder or under other contracts between the parties. If there is a lien against Lessor's interest in the Leased Premises, Lessee may, in its sole discretion, pay off the lien amount on behalf of Lessor to avoid a foreclosure on the lien, and Lessee may thereafter deduct the paid amount from future payments due to Lessor hereunder or under other contracts between the parties. This Agreement shall not terminate for any failure, default, breach, actions, or omissions (collectively, a "Failure") by Lessee until it shall have been determined by final non-appealable court order (or final arbitrator's order if Lessee has chosen to arbitrate) that (1) such Failure exists; (2) Lessee has been given a reasonable time after such final order to cure any such Failure; and (3) Lessee has failed to do so. Any termination of this Agreement shall not cause a release, surrender, or termination of the rights and interests of Lessee in any wells, units, pools, or improvements that are unrelated to the termination cause. This Agreement shall be construed against invalidation, termination or forfeiture in all circumstances.

## **9. Miscellaneous.**

**a.** Arbitration. Lessor agrees that, upon Lessee's request in its sole discretion, any dispute, controversy or claim arising out of or relating to the rights and obligations under the Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Lessor and Lessee shall select three disinterested arbitrators, one to be appointed by Lessor, one to be appointed by Lessee, and the third shall be selected by the two arbitrators previously appointed. The arbitration shall be held in Bridgeport, WV. Lessor agrees to submit to the jurisdiction of the arbitration panel at such venue. The award rendered by the arbitrators shall be final, and judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Each party shall pay its own arbitrator and the costs of the third arbitrator shall be borne equally.

**b.** Surrender. Lessee may surrender this Agreement in whole or in part, in writing upon the payment of \$1.00, and Lessee shall thereafter be relieved from this Agreement as to the surrendered part.

**c.** Force Majeure. When operations or obligations of Lessee are prevented or delayed by one of the following, this Agreement shall not terminate, and Lessee's obligations shall be tolled with the period of delay added to the term hereof: (1) by laws, rules, regulations, orders, governmental delay, (2) by inability to obtain permits, orders, licenses, equipment, services, material, water (or to dispose of water), electricity, fuel, access or easements, (3) by fire, flood, adverse weather conditions, coal mining, timbering, pandemic, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, (4) by inability to obtain transportation or satisfactory market for production, (5) by Lessor's actions or omissions, (6) by any other cause not reasonably within Lessee's control, or (7) any litigation preventing or delaying the operations or obligations of Lessee hereunder. The specific enumeration of force majeure causes herein shall not exclude other causes from consideration in determining whether Lessee has exercised reasonable diligence to fulfill its obligations under this Agreement.

**d.** Entire Agreement. This Agreement embraces the entire understanding between the parties. If any provision is held invalid or unenforceable, the other provisions will remain in effect.

**e.** Assignment. If this Agreement is assigned in whole or in part by Lessee: (i) all of Lessee's liabilities and obligations as to the part assigned shall terminate entirely, and (ii) any default of an assignee shall not be deemed a default of the part of the Agreement not assigned.

**f.** Recordation. Lessor shall not record this Agreement and the terms of this Agreement shall be held as confidential by Lessor. Lessor shall execute a memorandum hereof at Lessee's request.

**g.** Counterparts. This Agreement may be executed in multiple counterparts, each will be deemed to be an original and all of which will be comprise one single agreement.

**h.** Top Leasing. If Lessor receives an acceptable written bona fide offer to enter into an additional lease (a "top lease") covering any part of the Leased Premises, Lessee shall have a right of first refusal to acquire a top lease on comparable terms. Any top lease executed by Lessor shall be subordinate to this Agreement, shall not begin until after the expiration of this Agreement, and shall not restrict Lessor and Lessee from modifying or extending this Agreement at any time. Any top lease granted in violation of this provision shall be null and void.

**i.** Documentation Required. Lessor agrees to provide and/or execute any and all reasonably necessary documents including but not limited to affidavits, ratifications, amendments, permits and other instruments as may be necessary for the operations contemplated herein.

**j.** Mother Hubbard. Notwithstanding any particular legal description for the Leased Premises, it is nevertheless the intention of the Lessor to include within this Agreement, and he or she does hereby lease and let, not only the land so described above as the Leased Premises, including any interests therein that may hereinafter be acquired by Lessor, but also any and all other land owned or claimed by Lessor(s) that is adjacent or adjoining to the Leased Premises. If Lessee applies this Mother Hubbard provision, then Lessee shall pay bonus and/or rental payments applicable to the additional acreage (if any) to Lessor based upon the agreed net mineral acre price associated with this Agreement and any unrecorded Order of Payment.

**k. Warranty of Non-Production and Non-Payment.** Lessor hereby warrants that Lessor is not receiving bonus payment, rental payment or production royalty as the result of any prior oil and/or Gas lease or storage lease covering any or all of the Leased Premises, and there are no commercially producing wells currently existing on the Leased Premises, or upon other Lands within the boundaries of a drilling or production unit containing all or a part of the Leased Premises.

**IN TESTIMONY WHEREOF**, the parties executed this Agreement as of the date first written above.

**LESSOR:**

**LESSEE:**

**EQT PRODUCTION COMPANY**

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**Brent Hamilton Haley**

**By: Corey C. Peck**

**As: VP - Land**

**STATE OF \_\_\_\_\_;**

**COUNTY OF \_\_\_\_\_:**

I, \_\_\_\_\_, a Notary Public in and for said County and State, certify that **Brent Hamilton Haley** to me to be the same person who signed above, appeared before me today in said State and County, and acknowledged and delivered the instrument to be their free act and deed. Given under my hand

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. My commission expires

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[SEAL]

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

**COMMONWEALTH OF PENNSYLVANIA;**  
**COUNTY OF \_\_\_\_\_:**

I, \_\_\_\_\_, a Notary Public in and for said County and Commonwealth, certify that Corey C. Peck, **Vice President of Land of EQT Production Company**, personally known to me to be the same person who signed above, appeared before me today in said Commonwealth and County, and acknowledged and delivered the instrument to be their free act and deed, on behalf of said company. Given under my hand this \_\_\_ day of \_\_\_\_, 20\_\_\_. My commission expires \_\_\_\_\_

[SEAL]

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

<b>Well Or Facility No:</b>		<b>Date:</b>	
<b>Lease Or Instrument No:</b>		<b>State:</b>	<b>WV</b>
<b>Account No:</b>		<b>County:</b>	<b>Wetzel</b>

### **ORDER OF PAYMENT**

As consideration for the execution of that certain Oil and Gas Lease (Paid Up) (whether singularly or collectively, the "Agreement"), the actual payment of which remains subject to the due diligence requirements set forth more fully in the Agreement, dated by and between Brent Hamilton Haley, whose address is 3072 Overlook Dr. Vallejo, CA 94591 ("Payee") and EQT Production Company, with an office at 625 Liberty Avenue, Suite 1700, Pittsburgh, Pennsylvania 15222 ("Payor"). Payor hereby pays to Payee the amount of **\$200.00** within one hundred twenty (120) business days of the date of Payee's execution of this Order of Payment and the Agreement and tender of the same to Payor. If such payment is not received within the designated time period, Payee shall notify Payor in writing of the same and Payor shall have sixty (60) business days after receipt of said written notification to make such payment. If Payor fails to make the payment within said 60 business day period, the Agreement and this instrument shall be null and void and Payor and Payee shall have no rights or obligations under the same. Further, such payment shall be subject to any necessary adjustments as determined by Payor from Payor's due diligence under the Agreement. All reportable payments are subject to a 24% Federal Backup Withholding Tax should you not provide a W-9. This tax will be deducted from your payment and is non-refundable. The amount paid hereunder shall be kept confidential by Payee and shall not be disclosed by Payee without the prior written consent of Payor, except as required by law (including tax law) or Court order. If there are joint Payees hereunder, the same shall share in the payment provided above.

All payments are subject to approval by Payor's management and approval of title.

#### **PAYEE**

\_\_\_\_\_  
**Date Signed** By \_\_\_\_\_  
**Brent Hamilton Haley**

\_\_\_\_\_  
**Date Signed** By \_\_\_\_\_

#### **PAYOR** **EQT PRODUCTION COMPANY**

\_\_\_\_\_  
**Date Signed** By: Corey C. Peck  
 Its: Vice President of Land

Revised July 21<sup>st</sup>, 2022

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FOR INTERNAL USE ONLY: This section to be completed by EQT after completion of due diligence. Any changes to the ownership interest will result in changes to the amount due to Payee.

Adjusted Ownership Interest: \_\_\_\_\_ Approved by: \_\_\_\_\_

Adjusted Bonus/Delayed Rental/Rents/ROW: \_\_\_\_\_

Adjusted Total Due: \_\_\_\_\_