

Commonwealth of Pennsylvania
Department of Conservation and Natural Resources
Bureau of Forestry, Minerals Division
P.O. Box 8552
Harrisburg, PA 17105-8552

STREAMBED TRACT NO. 2008

CONTRACT NO.
M-2102008-04

FIRST AMENDMENT TO
OIL AND GAS LEASE FOR PUBLICLY-OWNED STREAMBEDS

THIS AGREEMENT, is made effective this 28th day of January, 2019 ("Effective Date"), by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Conservation and Natural Resources ("Department" or "Lessor") and Chevron Appalachia, LLC ("Lessee"), with its principal place of business at 700 Cherrington Parkway, Coraopolis, PA 15108, and authorized to do business within the Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, the Lessor is authorized pursuant to Section 302(a)(13) of the Conservation and Natural Resources Act, Act of June 28, 1995, P.L. 89, No. 18 (71 P.S. § 1340.302(a)(13)), to enter into agreements with owners or lessees of property or property rights located in the same area as land owned or leased by the Commonwealth for the protection, preservation or recovery of fuel, oil, natural gas or any other mineral deposits owned by the Commonwealth underlying those lands;

WHEREAS, the Department and the Lessee entered into an Oil and Gas Lease for Publicly-Owned Streambeds, made effective on July 31, 2018, for Tract 2008 containing 239.4 acres along the Youghiogheny River, Contract No. M-2102008-04 ("Original Lease");

WHEREAS, the Lessee remitted to the Department a bonus rental payment in the sum of Nine Hundred Fifty-Seven Thousand Six Hundred Dollars (\$957,600.00) for the Original Lease;

WHEREAS, the Lessee desires to amend the Original Lease to include an additional 95.8 acres of streambed along Youghiogheny River; and

WHEREAS, the Department has determined that a First Lease Amendment, under the terms set forth below, is in the best interest of the Commonwealth.

NOW THEREFORE, the Department and the Lessee agree to amend the Original Lease in the following manner:

FIRST, Section 1.01 of the Original Lease and the Exhibits shall be removed and replaced with the following language and updated Exhibits:

1.01 The Department hereby leases to the Lessee all that certain tract of land known as Tract No. 2008, containing approximately 335.2 acres, as shown on the maps in First Amendment Exhibit A-1, First Amendment Exhibit A-2, and First Amendment Exhibit A-3, and more particularly described in First Amendment Exhibit B, all of which are attached hereto and made a part hereof, and referred to hereinafter as the "Leased Premises" for the sole purposes of

directionally drilling wells for the production and removal of oil, gas and liquid hydrocarbons beneath the Leased Premises. This Lease does not grant any right to withdraw water from or otherwise use the surface of the Leased Premises; nor does this Lease grant any natural gas storage rights, or rights to minerals other than the oil, gas and liquid hydrocarbons encountered.

SECOND, Section 4.01 of the Original Lease shall be removed and replaced with the following language:

4.01 The Lessee shall pay to the Department a bonus rental payment of Four Thousand Dollars (\$4,000.00) per acre for the Leased Premises for the primary five-year term, for a total payment of One Million Three Hundred Forty Thousand Eight Hundred Dollars (\$1,340,800.00). The Department acknowledges receipt of a bonus rental payment of Four Thousand Dollars (\$4,000.00) per acre on the original 239.4 leased acres, for a total of Nine Hundred Fifty-Seven Thousand Six Hundred Dollars (\$957,600.00). The Lessee shall pay to the Department an additional bonus rental payment of Four Thousand Dollars (\$4,000.00) per acre for the additional 95.8 acres, for an additional payment of Three Hundred Eighty-Three Thousand Two Hundred Dollars (\$383,200.00). Lessee shall remit the additional bonus rental payment at the time the Lessee delivers to the Department signature pages of this lease amendment duly executed by the Lessee. The Department shall not deposit this payment until the Lease Amendment has been fully executed.

THIRD, Except as explicitly provided by this Amendment, the other provisions of the Original Lease shall remain in full force and effect.

[Signatures on Following Page]
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IT IS THEREFORE MUTUALLY AGREED that this Amendment shall be legally binding on the parties hereto, their heirs, administrators, executors, successors, and assigns, and all of the other terms of the Original Lease that are not modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Lessee have caused this First Amendment to be duly executed by their proper officers, all hereunto duly authorized, on the date first written above.

ATTEST:

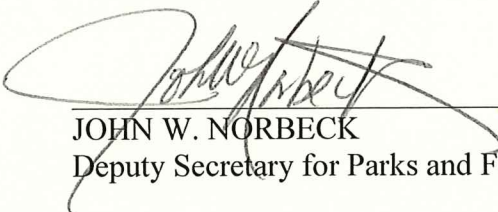
CHEVRON APPALACHIA, LLC
Federal Identification No.: 20-8243540

Name
Title




Jeff Wilson
Attorney-in-Fact

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES



JOHN W. NORBECK
Deputy Secretary for Parks and Forestry

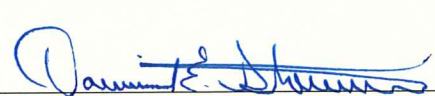
APPROVED AS TO LEGALITY AND FORM:



Chief/Assistant Counsel
Department of Conservation and Natural Resources SS



Office of General Counsel



Office of Attorney General 1/28/19

APPROVED:



GOVERNOR OF PENNSYLVANIA

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF DAUPHIN :

On this, the 28th day of January, 2017, the foregoing instrument was acknowledged before me, the undersigned officer, by John W. Norbeck, who acknowledged himself to be the Deputy Secretary for Parks and Forestry of the Department of Conservation and Natural Resources, in the Commonwealth of Pennsylvania, and being authorized to do so, executed the foregoing instrument, in the capacity therein stated and for the purposes therein contained.

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



Notary Public

My Commission Expires: 8/22/19

Commonwealth of Pennsylvania - Notary Seal Teresa Marie Sheely, Notary Public Dauphin County My commission expires August 22, 2019 Commission number 1235839
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ACKNOWLEDGMENT

Commonwealth of Pennsylvania :
:ss. ACKNOWLEDGMENT
County of ALLEGHENY : (LIMITED LIABILITY COMPANY)

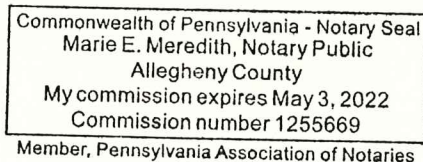
On this 19th day of Sept., 2018, before me, A Notary Public, the undersigned officer, personally appeared JEFF WILSON, who acknowledged HIMSELF to be the ATTORNEY-IN-FACT of CHEVRON APPALACHIA, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, and that he, as such ATTORNEY-IN-FACT, being authorized to so do, executed the foregoing as ATTORNEY-IN-FACT.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission Expires: 5-3-2022

Marie E Meredith

Notary Public



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

**FIRST AMENDMENT
EXHIBIT B**

DESCRIPTION OF LEASED PREMISES FOR TRACT 2008

Attached to and made a part of that certain Oil and Gas Lease, Streambed Tract 2008, Contract No. M-2102008-04, by and between: Commonwealth of Pennsylvania, Lessor, and Chevron Appalachia, LLC, Lessee.

The following parcels containing approximately 335.2 acres of submerged lands lying within the bed of Youghiogheny River between the ordinary low water marks in Allegheny, Fayette, and Westmoreland County, Pennsylvania bounded and described as follows:

Parcel 1:

Beginning at a point on the eastern bank of Youghiogheny River located in South Versailles Township, Allegheny County (latitude N40°17'34.77"E, longitude N79°48'02.18"W); thence crossing Youghiogheny River to a point on the western bank of Youghiogheny River located in Elizabeth Township, Allegheny County (latitude N40°17'32.34"E, longitude N79°48'02.49"W); thence continuing southward along the western bank to a point in Elizabeth Township, Allegheny County (latitude N40°14'31.99"E, longitude N79°48'13.28"W); thence crossing Youghiogheny River to a point on the eastern bank of Youghiogheny River located in Sewickley Township, Westmoreland County (latitude N40°14'28.69"E, longitude N79°48'11.07"W); thence continuing northward along the eastern bank of Youghiogheny River, to the place of beginning, containing approximately 239.4 acres.

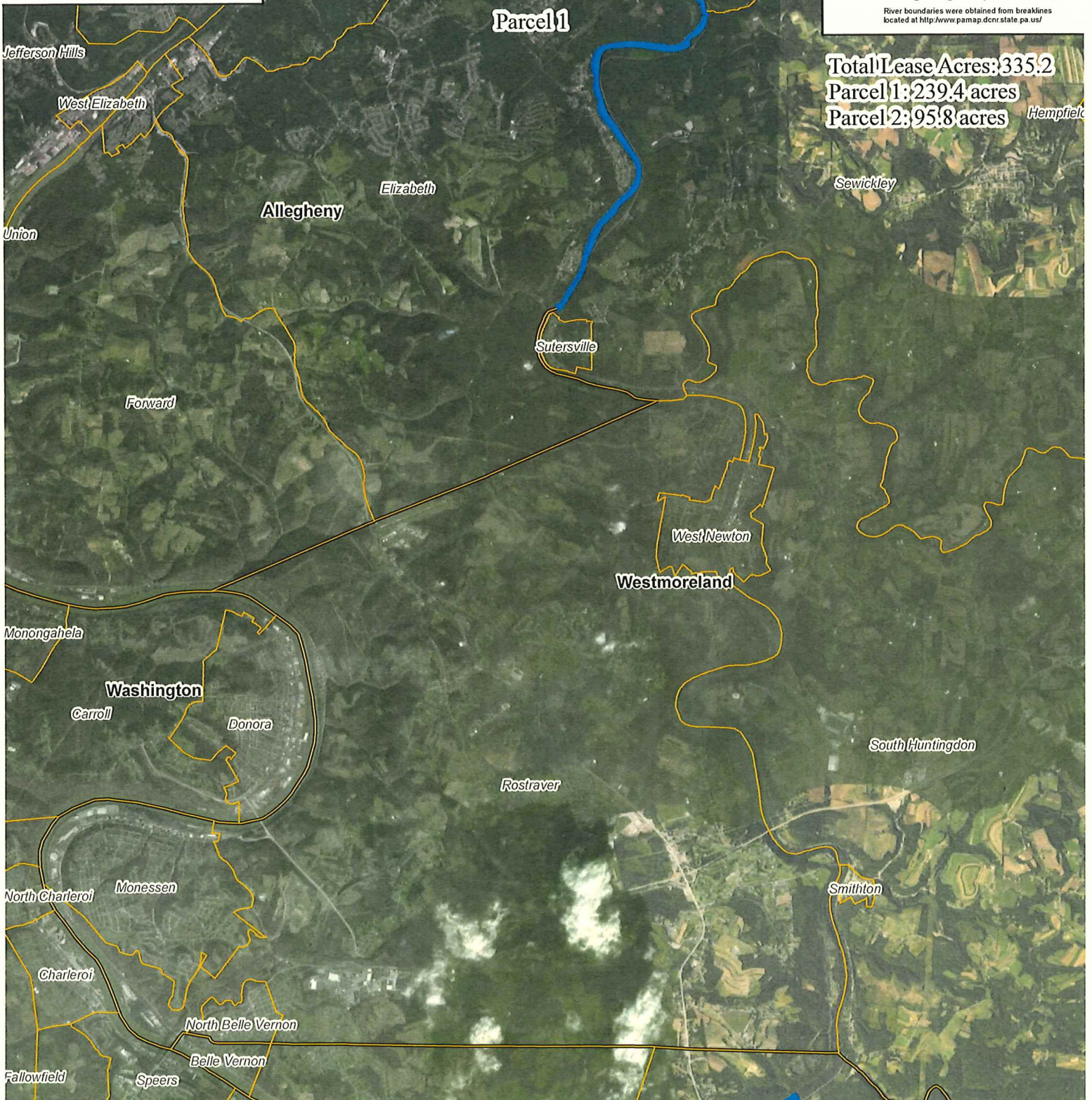
Parcel 2:

Beginning at a point on the eastern bank of Youghiogheny River located in Perry Township, Fayette County (latitude N40°07'18.75"E, longitude N79°45'10.21"W); thence crossing Youghiogheny River to a point on the western bank of Youghiogheny River located in Perry Township, Fayette County (latitude N40°07'15.13"E, longitude N79°45'07.13"W); thence continuing southward along the western bank to a point in Perry Township, Fayette County (latitude N40°05'59.73"E, longitude N79°44'33.43"W); thence crossing Youghiogheny River to a point on the eastern bank of Youghiogheny River located in Perry Township, Fayette County (latitude N40°05'59.64"E, longitude N79°44'37.11"W); thence continuing northward along the eastern bank of Youghiogheny River, to the place of beginning, containing approximately 95.8 acres.

All latitude and longitude coordinates cited above are in NAD 1983 Lambert Conformal Conic projection.

River boundaries were obtained from breaklines
 located at <http://www.pamap.dcnr.state.pa.us/>

Total Lease Acres: 335.2
Parcel 1: 239.4 acres
Parcel 2: 95.8 acres



Overview Map



- Leased River Parcels
- PA Municipalities
- PA Counties

0 0.5 1 2
 Miles

Coordinate Sytem: NAD 1983 Lambert Conformal Conic
 Projection: Lambert Conformal Conic

Date: 6/27/2018

sri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS,
 GS, AeroGRID, IGN, and the GIS User Community



Parcel 1: 239.4 acres



Overview Map

- Bounding Coordinates
- Leased River Parcels
- PA Municipalities
- PA Counties

	Latitude	Longitude
1	N40°17'34.77"E	N79°48'02.18"W
2	N40°17'32.34"E	N79°48'02.49"W
3	N40°14'31.99"E	N79°48'13.28"W
4	N40°14'28.69"E	N79°48'11.07"W

0 0.25 0.5 1
 Miles



Coordinate Sytem: NAD 1983 Lambert Conformal Conic
 Projection: Lambert Conformal Conic

Date: 6/27/2018

River boundaries were obtained from breaklines
 located at <http://www.pamap.dcnr.state.pa.us/>

Parcel 2: 95.8 acres



Overview Map



- Bounding Coordinates
- Leased River Parcel
- PA Municipalities
- PA Counties

	Latitude	Longitude
1	N40°07'18.75"E	N79°45'10.21"W
2	N40°07'15.13"E	N79°45'07.13"W
3	N40°05'59.73"E	N79°44'33.43"W
4	N40°05'59.64"E	N79°44'37.11"W

Coordinate Sytem: NAD 1983 Lambert Conformal Conic
 Projection: Lambert Conformal Conic

0 0.125 0.25 0.5 Miles



Date: 6/27/2018