

NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to both the buyer and the seller in any transaction:

- * Diligent exercise of reasonable skill and care in the performance of the agent's duties.
- * A duty of honest and fair dealing and good faith.
- * Must offer all property without regard to race, color, religion, sex, ancestry, physical or mental handicap, national origin or familial status.
- * Must promptly present all written offers to the owner.
- * Provide a true legible copy of every contract to each person signing the contract.

The agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

(printed name of agent) Keenan Shunkholtz, affiliated with
(firm name) WV LAND & HOME REALTY, is acting as agent of:

☒ The Seller, as listing agent or subagent. ☐ The Buyer, as the buyer's agent.
☐ Both the Seller and Buyer, with the full knowledge and consent of both parties.

CERTIFICATION

By signing below, the parties certify that they have read and understand the information contained in this disclosure, and have been provided with signed copies prior to signing any contract.

DocuSigned by: <u>Michael Lewis</u>	Date 1/22/2023	Buyer	Date
DocuSigned by: <u>Keenan Shunkholtz</u>	Date 1/22/2023	Buyer	Date
DocuSigned by: <u>[Signature]</u>	Date 1/22/2023	Buyer	Date
DocuSigned by: <u>[Signature]</u>	Date	Buyer	Date

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature [Signature]
Date 1-22-23

WV Real Estate Commission
300 Capitol Street, Suite 400
Charleston, WV 25301
304.558.3555
<http://rec.wv.gov>

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.




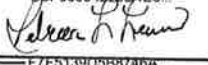
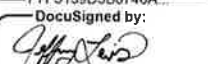
WEST VIRGINIA RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations.

The owner(s) has actual knowledge of the following latent defects: _____

condition of existing well(s) & septic
if exists are unknown. Mineral Rights were
sold off and do not convey

Owner	<small>DocuSigned by:</small>  <small>DFD88842304E8...</small>	Date	1/22/2023
Owner	<small>DocuSigned by:</small>  <small>F7F5139D5B8746A...</small>	Date	1/22/2023
	<small>DocuSigned by:</small>  <small>CB07A558531A4D8...</small>	Date	1/22/2023

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations.

Purchaser _____ Date _____

Purchaser _____ Date _____

JOSHUA WAYNE PARKER

TO: DEED

MICHAEL S. LEWIS
and
REBECCA L. LEWIS,
his wife;
and
JEFFREY A. LEWIS

THIS DEED, Made this 29th day of November,
2021, by and between Joshua Wayne Parker,
grantor, party of the first part, and Michael
S. Lewis and Rebecca L. Lewis, his wife; and
Jeffrey A. Lewis, grantees, parties of the
second part,

WITNESSETH: That for and in consideration of the sum Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration deemed valid in law, receipt whereof being hereby acknowledged, the said party of the first part does, by these presents, grant and convey unto the said parties of the second part as joint tenants with rights of survivorship, with covenants of General Warranty of Title, all those two certain tracts or parcels of real estate, containing 38 acres, more or less and 100 poles, more or less, situate in Springfield District, Hampshire County, West Virginia. Said real estate is more particularly bounded and described by that metes and bounds description of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, of record in Deed Book 79, at page 65. Said metes and bounds description is incorporated herein by reference for all pertinent an proper reasons, including a more particular description of the real estate herein conveyed.

LESS, HOWEVER, all that certain tract or parcel of real estate containing 25 acres, more or less, which Howard A. Mulledy and Roberta Mulledy, his wife, conveyed unto Archie Iser, by deed dated August 24, 1940, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 103, at Page 411.

THUS LEAVING, by calculation, 13 acres, 100 poles, more or less, and is depicted on the 2021 Hampshire County Land Books as Tax Map 3, Parcel 28, for said district; however there has been no recent survey of the subject land and conveyance is in gross and not by the acre.

And being the same real estate which was conveyed unto Joshua Wayne Parker by deed of John Smith, dated April 28, 2020, of record in the aforesaid Clerk's Office in Deed Book 565, at Page 228.

Subject to the prior conveyance of certain mineral rights.

Although the real estate taxes may be prorated between the parties as of the day of closing for the current tax year, the grantees agree to assume and be solely responsible for the real estate taxes beginning with

the calendar year 2022, although same may still be assessed in the name of the grantor.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantees, together with all rights, ways, buildings, houses, improvements, easements, timbers, waters, minerals and mineral rights, and all other appurtenances thereunto belonging, in fee simple forever.

I hereby certify, under penalties as prescribed by law that the actual consideration paid for the real estate, conveyed by the foregoing and attached deed is \$72,000.00. The grantor affirms that he is a resident of the State of West Virginia, and is therefore exempt from the withholding tax on West Virginia source income of nonresidents pursuant to West Virginia Code.

WITNESS the following signature and seal:

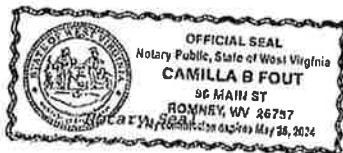
Joshua Wayne Parker (SEAL)

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE, TO WIT:

I, Camilla B. Fout, a Notary Public, in and for the county and state aforesaid, do hereby certify that Joshua Wayne Parker, whose name is signed and affixed to the foregoing deed, dated the 29th day of November, 2021, has this day, acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 10th day of December, 2021.



Camilla B. Fout
Notary Public

THIS INSTRUMENT PREPARED BY:
HOLLY E. DANTE, ATTORNEY AT LAW
KEATON, FRAZER & MILLESON, PLLC
56 EAST MAIN STREET, ROMNEY, WEST VIRGINIA 26757

Z:\Janie\DEEDS\L\Lewis, M&R fr. Parker, J.13 ac 100 poles.2021.1650.wpd
cbf/11-17-21

KEATON,
FRAZER,
& MILLESON,
PLLC
ATTORNEYS AT LAW
56 E. MAIN STREET
ROMNEY, WV 26757

Hampshire County
Eric W. Strife, Clerk
Instrument 214341
12/16/2021 @ 09:48:41 AM
DEED
Book 582 @ Page 125
Pages Recorded 2
Recording Cost \$ 47.00
Transfer Tax \$ 396.00
Farm Land Tax \$ 138.40

2871.51
30.00
10.00
3.933.30

BOOK 480 PAGE 612

74351

HYDROCARBON CONVEYANCE
(West Virginia)

Mailed: 1-21-09 4

That, PENNSYLVANIA MINERAL GROUP, LLC, whose address is 3070 Lakecrest Circle, Suite 400-PMB 278, Lexington, Kentucky 40513, hereinafter called "Grantor", and BLACK STONE NATURAL RESOURCES III, L.P., and BLACK STONE NATURAL RESOURCES III-B, L.P., both of whose address is 1001 Fannin, Suite 2020, Houston, Texas 77002, hereinafter collectively called "Grantee":

WITNESSETH:

Grantor, in consideration of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does hereby grant, sell, convey, assign and deliver unto the said Grantee in the following proportions:

Black Stone Natural Resources III, L.P.	33.8472%
Black Stone Natural Resources III-B, L.P.	66.1528%

an undivided twelve percent (12%) of all of the right, title and interest owned by Grantor in and to all of the oil, gas, methane, coalbed methane, coal mine methane, including but not limited to mined out or gob areas of any coal formations or seams, and other naturally occurring gases contained in or associated with any coal seam and gas originating or produced from any coal formations or seams, and their constituents, whether hydrocarbon or non-hydrocarbon, but excluding coal, (hereinafter collectively, "Real Property Interests") in, on or under or that may be produced from the lands situated in Hampshire County, West Virginia, as described as follows:

66.934 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 7/11/2007 by and between Mark A. Largent and Teresa L. Largent, husband and wife and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 10-004-026.03; 10-004-26-05; 10-004-028.2; 10-004-028.1 of the Hampshire County, West Virginia official records and recorded in Deed Book 470, Page 536 to which reference is made for all purposes, also see Deed Book 258, Page 139 for a more detailed description.

129.196 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 7/11/2007 by and between Robert F. Largent and Charcie R. Largent, husband and wife and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 10-004-028; 10-004-043; 10-004-027.1; 10-004-028.1; 10-004-0028.2 of the Hampshire County, West Virginia official records and recorded in Deed Book 470, Page 538 to which reference is made for all purposes, also see Deed Book 252/335/243/249, Page 565/1/279/252 for a more detailed description.

598.69 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 7/9/2007 by and between Dennis E. Lupton, a single man and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 09-06-13; 09-12-27; 09-13-02 of the Hampshire County, West Virginia official records and recorded in Deed Book 470, Page 540 to which reference is made for all purposes, also see Deed Book 440/401, Page 460/446 for a more detailed description.

71.76 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 8/10/2007 by and between Dennis E. Lupton, a single man and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 5-3 of the Hampshire County, West Virginia official records and recorded in Deed Book 470, Page 546 to which reference is made for all purposes, also see Deed Book 414, Page 547 for a more detailed description.

22.761 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 8/29/2007 by and between Royce B. Saville and Sharon B. Saville, husband and wife and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 4-29; 4-52; 17-8 of the Hampshire County, West Virginia official records and recorded in Deed Book 470, Page 200 to which reference is made for all purposes, also see Deed Book 433, Page 552 for a more detailed description.

658.547 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 8/29/2007 by and between Audrey C. Saville, Individually and as Trustee of the Audrey C. Saville Trust and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 20-8, 3-28, 3-34, 6-24, 8-8, 8-16 of the Hampshire County, West Virginia official records and recorded in Deed Book 470, Page 198 to which reference is made for all purposes, also see Deed Book 250/332, Page 322/273 for a more detailed description.

129.140 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 8/29/2007 by and between Royce B. Saville, Individually and as trustee of the Royce B. Saville Trust; and Sharon B. Saville, his wife and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 1-8 of the Hampshire County, West Virginia official records and recorded in Deed Book 470, Page 202 to which reference is made for all purposes, also see Deed Book 250/322, Page 332/273 for a more detailed description.

39.359 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 8/29/2007 by and between Royce B. Saville, individually and as trustee of the E. Blair Saville Trust and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 8-12 of the Hampshire County, West Virginia official records and recorded in Deed Book 470, Page 204 to which reference is made for all purposes, also see Deed Book 250/322, Page 332/273 for a more detailed description.

14.000 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 8/29/2007 by and between Royce B. Saville and Sharon B. Saville, husband and wife; and Audrey C. Saville, a widow and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 3-6 of the Hampshire County, West Virginia official records and recorded in Deed Book 470, Page 206 to which reference is made for all purposes, also see Deed Book 250/322, Page 332/273 for a more detailed description.

613.81 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 6/19/2007 by and between E. Garry Shanholtz and Sandra K. Shanholtz, husband and wife and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 05-006-013, 05-014-004, 05-013-002 of the Hampshire County, West Virginia official records and recorded in Deed Book 471, Page 240 to which reference is made for all purposes, also see Deed Book 108/137, Page 211/74 for a more detailed description.

227.408 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 6/14/2007 by and between Kent G. Shanholtz and Kellie T. Shanholtz, husband and wife and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 07-010-002.1 of the Hampshire County, West Virginia official records and recorded in Deed Book 471, Page 242 to which reference is made for all purposes, also see Deed Book 401/431/433, Page 375/7/557 for a more detailed description.

184.41 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 7/2/2007 by and between Jeffrey M. Stopford and Jane M. Stopford, husband and wife and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 05-009-006 of the Hampshire County, West Virginia official records and recorded in Deed Book 470, Page 542 to which reference is made for all purposes, also see Deed Book 201, Page 316 for a more detailed description.

523.520 acres of land, more or less as described in that certain Hydrocarbon Conveyance dated 7/6/2007 by and between Whitacre Farms, LLC and Pennsylvania Mineral Group, LLC and further described as being tax map and parcel numbers 09-10-14; 09-010-17 of the Hampshire County, West Virginia official records and recorded in Deed Book 470, Page 544 to which reference is made for all purposes, also see Deed Book 422, Page 198 for a more detailed description.

Grantor agrees to execute any further written instruments deemed necessary or convenient by Grantee, Grantee's successors or assigns to carry out the purposes of this instrument, including but not limited to an instrument that more completely or accurately describes the Real Property Interests being conveyed herein, division orders, transfer orders, correction hydrocarbon conveyances, and correction of legal description(s). This Hydrocarbon Conveyance also covers and includes all the Real Property Interests in the lands, if any, contiguous, adjacent to, or adjoining the lands, owned or claimed by Grantor by limitation, prescription, possession, reversion, under an unrecorded instrument or on which Grantor has a preference right to acquire or purchase.

Together with a like undivided right of ingress and egress at all times for the purpose of drilling (either vertically, horizontally or directionally), including the right to conduct geophysical and other exploratory tests (including core drilling and seismic testing), exploring, operating and developing the Real Property Interests in said lands, and storing, handling, transporting and marketing the same therefrom. This Hydrocarbon Conveyance is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease or future leases insofar as it covers the above described land from and after the date hereof.

If at any time subsequent to the date hereof, either Grantee elects to sell or transfer its undivided 12% interest in the Real Property Interests or Grantor elects to sell or transfer its undivided 88% interest therein to an unaffiliated third party, the selling party shall promptly give written notice to the other party(ies), with full information concerning the proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other material terms thereof. The non-selling party(ies) shall each have the optional right for a period of ten (10) days to elect to join in selling or transferring its/their undivided interests in such Real Property Interests upon the same terms and consideration, proportionate to its/their respective undivided interests, as received by the party(ies) initiating the sale or transfer. If such unaffiliated third party buyer objects to the purchase of such non-selling parties' interest, then the party originally intending to sell to such unaffiliated third party buyer may proceed to sell its interest without the joinder therein of the non-selling party(ies). This provision shall be deemed a covenant running with the land, binding upon Grantor and Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the above described property with all and singular the rights, privileges and appurtenances thereunto or in any way belonging to said Grantee herein, and Grantor does hereby warrant to said Grantee, its successors and assigns, that the interests herein conveyed are free and clear of all liens and encumbrances, save and except existing oil and gas leases where applicable, created by, through and under Grantor, but not otherwise, and with full substitution and subrogation of Grantee, and all persons or entities claiming by, through and under Grantee, in and to all covenants, warranties and indemnities given or made by Grantor's predecessors in title and with full subrogation of all rights accruing under applicable statutes of limitation or prescription and all rights of action of warranty against all former owners of the Real Property Interests.

EXCEPT AS STATED TO THE CONTRARY WITHIN THE PRECEDING PARAGRAPH HEREIN, THIS CONVEYANCE IS WITHOUT WARRANTY OF TITLE, EITHER EXPRESS, STATUTORY OR IMPLIED.

Teste Sharon A. Zink Clerk