

# OIL AND GAS LEASE

**Lease.** This lease (the "Lease") is made and entered into as of the 10<sup>th</sup> day of APRIL, 2015, by and between WesBanco Bank Inc., whether one or more, whose address is 1 Bank Plaza, Wheeling, WV 26003, (individually or collectively, the "Lessor"), and Stone Energy Corporation, a Delaware corporation, whose address is 625 East Kaliste Saloom Road, Lafayette, LA 70508-2540, authorized to do business in the State of West Virginia (the "Lessee"). Lessor and Lessee are sometimes referred to individually as a "Party" and collectively as "Parties".

**Consideration.** For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Lessor to Lessee, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Lease.** Lessor hereby grants and leases exclusively to the Lessee all of the oil, gas, methane, coalbed methane, coal mine methane, and hydrocarbons and all of the constituents of any of the foregoing (collectively, "Oil and Gas") in and under that certain tract of land (the "Leased Premises") described herein, together with the exclusive right to enter and possess as necessary and convenient the surface area of the Leased Premises to establish, build, erect, or lay roads, pipelines, tanks, compressors, machinery, towers, or structures for the purpose of exploring, testing, drilling, capturing, producing, marketing, and transporting the Oil and Gas produced from the Leased Premises, from adjoining lands, or lands pooled therewith.
2. **Leased Premises.** The lands that are the subject of this Agreement are described as being located in Green District, Wetzel County, West Virginia, and bounded and described as follows:

Bounded on the north by Charmine Starkweather  
Bounded on the east by Charmine Starkweather  
Bounded on the south by Roger Midcap  
Bounded on the west by Jack Cosgray

containing 28 acres, more or less (the "Mineral Tract"); it is the intent of Lessor to lease, and Lessee does hereby lease all strips, tracts or parcels of land now owned or hereafter acquired by Lessor that are contiguous or adjacent to the lands described above, and all interests in the lands described above now owned or hereafter acquired by Lessor.

Being the same property interest that was conveyed or devised by that certain document recorded in the Clerk's office of Wetzel County, West Virginia in Deed Book 92, page 518.

The surface area of the Mineral Tract is further described by reference to Green District, part of Tax Map no. 12, Parcel(s) 43.

3. **Term of Lease.** This Lease shall be in effect for a term of Five (5) years, (the "Primary Term") and as long thereafter as continuous operations for Oil and Gas are being conducted on, as defined in Paragraph 13 below, or Oil and Gas is being produced in paying quantities from the Leased Premises, or on lands pooled therewith, or this Lease is maintained by any of the provisions contained herein.
4. **Option to Extend.** Lessor hereby grants to Lessee the exclusive first right and option to extend the Primary Term of this Lease for an additional Five (5) years from the expiration of the initial primary term by paying or tendering the sum of Four Thousand (\$4000) dollars per acre for the acreage covered by this Lease to Lessor at the address above, or to his successors or assigns at the addresses that have been changed in accordance with the terms hereof, according to Lessee's records, within ninety (90) days after the expiration of the initial primary term of this Lease. Should Lessee exercise this option as provided herein, it shall be considered for all purposes as though this Lease originally provided a Primary Term of Ten (10) years, as a Paid-Up Lease. Within sixty (60) days of the

exercise of the option, Lessee shall execute and file of record a statement that the option herein has been exercised and the new expiration date of the Primary Term.

5. **Royalty on Oil.** Lessee shall deliver to the credit of Lessor, free of drilling, completing, equipping and operating costs, into Lessor's tanks on the Leased Premises or in the pipeline thereon that Lessor may designate, the equivalent Eighteen percent (18%) of all Oil produced and saved from the Leased Premises, or lands pooled therewith.
6. **Royalty on Gas.** Lessee shall pay to Lessor, free of drilling, completing, equipping and operating costs, the equivalent Eighteen percent (18%) of the gross proceeds received from the sale of Gas, casinghead gas, and other gaseous hydrocarbons produced, saved and sold from the Leased Premises, or lands pooled therewith. The term "gross proceeds" as used herein shall mean the gross amount realized from a sale of the Gas or its components to a *bona fide* third party purchaser, after deducting gathering, transportation, compression, processing, fuel and other services for Lessor's Gas either on its own or through one or more wholly owned subsidiaries of Lessee, and to deduct from the royalty to be paid to the Lessor the costs and/or expenses of providing such services, including shrinkage or line loss, if any.
7. **Delay Rental Payments.** Lessee has prepaid all delay rental payments for the Primary Term to Lessor; no further delay rental payments are due to Lessor for any part of the Primary Term.
8. **Payments.** All payments due Lessor hereunder shall be payable to Lessor at the address specified above.
9. **Warranty.** Lessor hereby warrants and agrees to defend the title to the Leased Premises against all persons, and agrees that the Lessee at its option may pay, discharge, or redeem any taxes, mortgages, or other liens existing, levied or assessed on or against the Leased Premises, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or payments accruing hereunder to the discharge of any such taxes, mortgages, or other liens. In case of any dispute regarding the title to the Leased Premises, or any part thereof, or to any sums of money due hereunder, Lessee shall have the right to withhold and retain said sums in suspense, without interest, until the final determination of the dispute by agreement or by an order of a court of competent jurisdiction.
10. **Lesser Interest.** If Lessor owns less than the entirety of the mineral estate in the Leased Premises, then Lessor's royalty and any other payments hereunder shall be reduced to the proportion that Lessor's interest bears to the entirety of the mineral estate.
11. **Pooling and Unitization.** Lessee shall have the right at any time, and from time to time during any term of this Lease to pool or combine (including the right to amend such pooling or combination), within Lessee's sole discretion, all or any portion of the Leased Premises, or formation, or any depth or depths thereunder with any other lands, oil and gas estates, lease, leases or parts thereof, into one or more units for the drilling or the production of oil and gas through vertical, horizontal or directional wells, for primary or secondary recovery methods (including, but not limited to waterflooding, gas injection or injection of any other substance) or combinations of any recovery techniques. Lessee may pool or combine all or any portion of the Leased Premises before, during or after the drilling of a well on the Leased Premises or on lands pooled therewith. No pool or unit for Gas shall exceed six hundred forty (640) acres in size (plus ten (10%) percent tolerance), more or less, unless permitted by applicable laws, administrative or regulatory orders of any governmental authority having jurisdiction. Operations or production on one portion of the lands pooled or unitized hereunder, as it may from time to time be amended, shall be deemed to be operations or production on the Leased Premises, regardless of whether the well or wells are located on the Leased Premises. In lieu of the royalty provided for above, Lessor shall only be entitled to receive the royalty provided in this Lease as the amount of acreage of the Leased Premises that is included within the pool or unit bears to the entirety of the acreage within the pooled or unitized lands.
12. **Shut-In Royalty.** If at any time during any term of this Lease, there is a well capable of producing Gas in paying quantities located on the Leased Premises, or on lands pooled therewith, but said

well is shut-in (whether before or after the well was placed on production) and the Lease in not being maintained by operations or production on the Leased Premises, or on lands pooled therewith, or being maintained by any other provision herein, this Lease shall nonetheless be considered as producing in paying quantities as herein provided. On or before the end of one year from the date that the well is shut-in, Lessee shall pay or tender to Lessor, or to those who are entitled to royalty payments hereunder, a shut-in royalty equal to one (\$1.00) dollar per acre for the acreage under this Lease so held by this provision. Thereafter, Lessee may pay or tender to Lessor, or to those who are entitled to royalty payments hereunder, a like amount at the anniversary of each annual period following the initial annual shut-in period. This Lease may be maintained by shut-in payments made or tendered as provided herein indefinitely.

13. **Continuous Operations.** If during the last ninety (90) days of the Primary Term hereof, or at any time after the expiration of the Primary Term, production of Oil and Gas in paying quantities from the Leased Premises, or lands pooled therewith, should cease for any reason, or if during or after such ninety (90) day period and prior to the discovery of Oil and Gas on the Leased Premises, or lands pooled therewith, Lessee should complete a well as a dry hole, this Lease shall not terminate if Lessee commences or resumes additional operations on the Leased Premises, or lands pooled therewith within one hundred eighty (180) days after production ceased or the well was completed as a dry hole, whichever is applicable. If at the expiration of the Primary Term, Oil and Gas is not being produced in paying quantities from the Leased Premises, or lands pooled therewith, but the Lessee is then engaged in operations thereon, this Lease shall remain in force so long as operations are prosecuted (whether on the same or different wells) with no cessation of more than one hundred eighty (180) consecutive days, and if they result in production, so long thereafter as Oil and Gas is produced in paying quantities from the Leased Premises, or lands pooled therewith. The term "operations" as used in this Lease shall include, but not be limited to the drilling, testing, completing (including horizontal and directional wells), reworking, recompleting, deepening, plugging back, or repairing a well, together with all work preparatory, incident or related to any such operation, in search for or in an effort to obtain, restore, maintain or increase production of Oil and Gas.
14. **Limitations on Use of the Surface and of the Leased Premises; Damages.** No well may be drilled closer than Six Hundred Twenty-Five (625) feet to any structure now on the Leased Premises without the written consent of Lessor. Lessee shall have the right to use free of cost, Gas, Oil and water produced from the Leased Premises for its operations thereon, except from Lessor's water wells. Lessee shall have the right at any time to remove all or part of the machinery, fixtures or structures placed on the Leased Premises by Lessee, including the right to draw and removing casing. Lessee shall pay for damages caused by its operations to growing crops, trees and fences located on the Leased Premises.
15. **Assignments.** The rights of either party may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns. However, no change of division in ownership of the Leased Premises or royalties however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the Leased Premises or royalties shall be binding upon the Lessee for any purpose until sixty (60) days after the person acquiring any interest has furnished Lessee with the instrument(s), or certified copies thereof, constituting his chain of title from the original Lessor herein. In the case of any assignment of this Lease as to any part of the Leased Premises, divided or undivided, all monies payable hereunder shall be apportioned among the several owners of the Leased Premises ratably according to the number of surface acres, or the undivided interest of each. Failure to pay one owner of the Leased Premises shall not affect the rights of the other owners hereunder.
16. **Surrender of Lease.** Lessee may surrender this Lease, or any part thereof for cancellation, after which all payments and liabilities hereunder shall cease as to that part of the Leased Premises so surrendered.
17. **Regulation, Delay and Force Majeure.** Lessee's obligations under this Lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and

regulation of the price or transportation of Oil, Gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this Lease when drilling, production or other operations are so prevented or delayed.

18. **No Production.** Lessor hereby warrants that Lessor is not currently receiving any bonus, rental shut-in royalty or royalty on production on oil or gas pursuant to any prior oil and gas lease covering any or all of the Leased Premises, and that there are no wells producing in paying quantities on the Leased Premises, or on other lands within a drilling or production pool or unit that contains all or part of the Leased Premises.
19. **Lease Development.** Lessor hereby waives any implied covenant to drill, prevent drainage, further develop or market production during the Primary Term that may be imposed on Lessee.
20. **Default and Cure.** Lessor shall not declare Lessee in default under any provision of this Agreement, unless Lessor shall first notify Lessee in writing at the address above of Lessor's intention to declare such a default, which shall specify the nature of the default in detail, and Lessee fails to cure said default within thirty (30) days after receipt of said notice.
21. **Entire Agreement.** This Lease constitutes the entire understanding between the parties hereto, and no representation, warranty or promise of behalf of either party shall be binding unless contained herein, or mutually agreed in writing by all parties hereto.
22. **Counterparts.** This Lease may be executed in any number of counterparts, each of which will be considered to be an original of this Agreement, and all of them taken together shall be considered one and the same Agreement.
23. **Addendum.** The attached addendum is hereby incorporated into this Lease by this reference.

EXECUTED as of the date first written above.

LESSOR

WesBarco Bank, Inc  
By: Diana M. Sweeney, AUP

LESSEE

Stone Energy Corporation

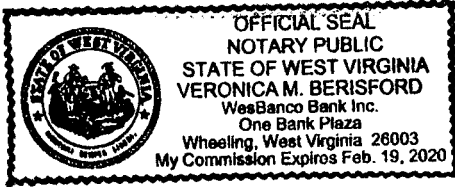
By: \_\_\_\_\_  
Roger L. Cutright, Land Manager and  
Special Counsel

ACKNOWLEDGMENT BY LESSOR

STATE OF West Virginia  
COUNTY OF Ohio

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of APRIL, 2015  
by JAMES M. SWEENEY AVP for WesBanco Bank, Inc., Lessor, whether one or more.

Veronica M Berisford  
Notary Public  
My commission expires: 2-19-20



ACKNOWLEDGMENT BY LESSEE

STATE OF WEST VIRGINIA  
COUNTY OF MONONGALIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
Roger L. Cutright, Land Manager and Special Counsel, on behalf of Stone Energy Corporation, a Delaware  
corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

This instrument was prepared by:  
Stone Energy Corporation  
1300 Fort Pierpont Drive Suite 201  
Morgantown, WV 26508

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into on the 10<sup>th</sup> day of APRIL, 2015 by and between WesBanco Bank Inc., as Lessor, and Stone Energy Corporation, 625 East Kaliste Saloom Road Lafayette, LA 70508, c/o Land Department, a Delaware corporation licensed to do business in West Virginia as a foreign corporation, as Lessee.

Whereas, by that Oil and Gas Lease dated APRIL 10, 2015 Lessor agreed to lease to Lessee and Lessee agreed to lease from Lessor certain oil and gas rights in that certain tract or parcel of land situate in Green District, Wetzel County, West Virginia, containing 28 acres, more or less, which is identified on the tax map as being part of Map # 12, Parcel(s) 43, being the same real property interest and estate that was conveyed to Lessor by that certain deed dated the 25<sup>th</sup> day of September, 1905 and of record in the Clerk's Office of Wetzel County, West Virginia in Deed Book 92, at page 518; provided however, that such description is intended to include all strips, tracts or parcels of land now owned or hereafter acquired by Lessor that are contiguous with or adjacent to the lands described above, and all interests in the lands described above now owned or hereafter acquired by Lessor, as to those depths set forth in Paragraph 6 below ("Leased Premises").

Whereas, the Lease shall remain in force for a primary term of five (5) years from the 10<sup>th</sup> day of APRIL, 2015, with an option to extend the primary term for an additional five (5) years, and as long thereafter as either Oil or Gas are produced in paying quantities from the Leased Premises or property unitized therewith.

Now, therefore, witnesseth: That in accordance with and pursuant to the provisions of West Virginia Code § 40-1-8, as in effect as of the date of this Memorandum, Lessor and Lessee hereby set forth the following information with respect to that certain Lease Agreement entered into and made by and between Lessor and Lessee:

- 1. LESSOR: WesBanco Bank, Inc.
- 2. LESSEE: Stone Energy Corporation
- 3. LESSOR'S ADDRESS: 1 Bank Plaza, Wheeling WV 26003
- 4. LESSEE'S ADDRESS: c/o Land Department, 625 East Kaliste Saloom Road, Lafayette, LA 70508
- 5. LEASE AGREEMENT EXECUTION DATE: APRIL 10<sup>th</sup>, 2015
- 6. DEPTHS COVERED: All Depths
- 7. LEASE TERM:
  - (a) COMMENCEMENT DATE: APRIL 10<sup>th</sup> 2015
  - (b) TERMINATION DATE: \_\_\_\_\_ unless either Oil or Gas are produced in paying quantities from the Leased Premises or property unitized therewith.
  - (c) EXTENSION PERIOD OPTION: [yes/no]; if yes:
    - (i) [date extension period may be exercised];
    - (ii) [term of extension];
    - (iii) [maximum date of extensions]; or
    - (iv) [number of extension periods].

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum to be executed and effective as of the date first set forth above.

[Signature Page Follows]

Lessor

*Wes Banco Bank, Inc.*

By: *James M. Sweeney, AWP*

Stone Energy Corporation,  
a Delaware Corporation

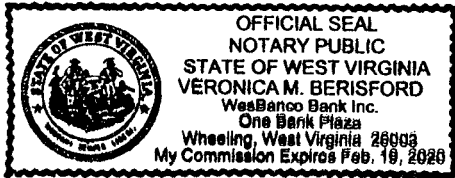
By: \_\_\_\_\_  
Roger L. Cutright,  
Land Manager and Special Counsel

ACKNOWLEDGMENT BY LESSEE

STATE OF *West Virginia*,  
COUNTY OF *Ohio*,

The foregoing instrument was acknowledged before me on this *10<sup>th</sup>* day of  
*APRIL*, 20*15* by *James M. Sweeney* Lessor.  
*AWP, for Wes Banco Bank, Inc.*

{SEAL}



*Veronica M. Berisford*  
Notary Public  
My Commission expires: *2-19-20*

ACKNOWLEDGMENT BY LESSEE

STATE OF WEST VIRGINIA

COUNTY OF MONONGALIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by Roger L. Cutright, Land Manager and Special Counsel, on behalf of Stone Energy  
Corporation, a Delaware corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

This instrument was prepared by:  
Stone Energy Corporation  
1300 Fort Pierpont Drive  
Suite 201  
Morgantown, WV 26508

**ADDENDUM TO OIL AND GAS LEASE**  
**DATED APRIL 10, 2015,**  
**FROM WESBANCO BANK, AS LESSOR,**  
**AND STONE ENERGY CORPORATION, AS LESSEE ("LEASE")**

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

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

**Cost-Free Royalty.** Lessee shall pay to Lessor, free of drilling, completing, equipping and operating costs, the equivalent Eighteen percent (18%) part of the gross proceeds received from the sale of Oil and Gas produced, saved and sold from the Leased Premises, or lands pooled therewith. The term "gross proceeds" as used herein shall mean the gross amount realized from a sale of the Oil and Gas or its components to a bona fide third party purchaser, without deducting gathering, transportation, compression, processing, fuel and other services for Lessor's Oil and Gas either on its own or through one or more wholly owned subsidiaries of Lessee, or to deduct from the royalty to be paid to the Lessor the costs and/or expenses of providing such services, including shrinkage or line loss, if any.

**No Warranty of Title.** Lessor does not warrant title to the oil and gas.

**Pugh Clause.** In the event a portion or portions of the Leased Premises is pooled or unitized with other land so as to form a pooled unit or units, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force as to that portion of the Leased Premises not included in such unit or units. The Lease may be maintained in force as to any portion of the Leased Premises covered hereby and not held by production by being included in such unit or units in any manner provided for herein; provided, however, if at the end of the primary term or after the expiration of the primary term, Lessee is then engaged in drilling or reworking operations on the non-unitized portion of the Leased Premises or on acreage pooled therewith, or if Lessee has completed a well as a producer or a dry hole anywhere on the Leased Premises or lands pooled therewith within ninety (90) days prior to the expiration of the primary term, this Lease shall remain in full force and effect as to all non-unitized acreage so long as Lessee commences drilling operations on the non-unitized portion of the Leased Premises or on acreage pooled therewith within ninety (90) days of the completion of such well as a producer or a dry hole and conducts continuous operations thereon with no cessation of longer than ninety (90) days between the completion of drilling or reworking operations on a well and the commencement of such operations for the next succeeding well.

**No Surface Use Clause.** Lessee agrees, notwithstanding anything to the contrary contained herein, no surface rights are granted herein. This is a non-surface operations lease.

**Indemnity Clause.** Lessee agrees to indemnify, protect, save harmless and defend Lessor from and against any loss, claim or expense, including without limitation claims for injury or death to persons or damage to property, including environmental damages, occurring as a direct result of Lessee's use of the leased premises, or as a result of loss, expense, injury, death or damage, which would not have occurred but for Lessee's use of the leased premises, except to the extent and such damage or injury is caused by Lessor's negligence gross negligence or intentional acts.

**No Storage Rights.** Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this lease is hereby deleted.



**Compliance.** Lessee's operations on said land shall be in compliance with all applicable federal and state regulations.

**Recordable Release.** Upon termination, expiration or surrender of this lease in whole or in part, Lessee shall provide Lessor with a copy of an appropriate release of discharge.

**Audit:** Lessee further grants to Lessor the right annually to examine, audit, or inspect books, records, and accounts of Lessee pertinent to the purpose of verifying the accuracy of the reports and statements furnished to Lessor, and for checking the amount of payments lawfully due the lessor under the terms of this agreement. In exercising this right, Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of Lessee. Such examination and audit shall be at the sole cost and expense of Lessor.

**No other minerals.** This lease shall cover only oil and gas, coalbed methane and related hydrocarbons that may be produced through the well bore; and all other minerals, including, but not limited to Lignite coal, uranium, sulphur, gravel, copper and metallic ores are not included in this lease.

**Prudent Operator.** Lessee will conduct all operations as a prudent operator; and will attempt to secure a market for production from a well.

LESSOR IDENTIFICATION AND APPROVAL:	LESSEE IDENTIFICATION AND APPROVAL:
Wes Banco Bank, Inc. By: <i>James M. Sweeney, AEP</i> Printed Name: _____ <i>James M. Sweeney</i> Printed Name: _____ Date: <i>9/10/15</i>	Stone Energy Corporation  By: _____ Printed Name: Roger L. Cutright, Land Manager and Special Counsel  Date: _____

This instrument was prepared by:  
Stone Energy Corporation  
1300 Fort Pierpont Drive, Suite 201  
Morgantown, WV 26508

OIL AND GAS LEASE ORDER OF PAYMENT

This Oil And Gas Lease Order of Payment ("Order of Payment") dated this 10<sup>th</sup> day of APRIL, 2015, is entered into by and between WesBanco Bank Inc., whose address is 1 Bank Plaza, Wheeling, WV 26003 ("Payee"), and Stone Energy Corporation, a Delaware corporation authorized to do business in the State of West Virginia, whose address is 625 East Kaliste Saloom Road, Lafayette, LA 70508-2540 ("Payor").

Whereas, Payee executed the attached Oil and Gas Lease along with this Order of Payment; and

Whereas, the Oil and Gas Lease states that Payee owns an interest in 28 acres of oil and gas within and underlying that certain tract of land located in Green District, Wetzel County, West Virginia, the surface of which is further identified as part of Tax Map 12, Parcel(s) 43; and

Whereas, Payor wishes to pay Four Thousand Dollars (\$4,000) per net mineral acre as a Paid Up Delay Rental and issue this payment to Payee at the above address within 30 calendar days from the execution of the Oil and Gas Lease; and

Whereas, Payor's obligations under the Oil and Gas Lease and this Oil and Gas Lease Order of Payment are subject to confirmation of your ownership of the mineral interests described in the Oil and Gas Lease and final approval by the management of Stone Energy Corporation.

Now, therefore, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Payor to Payee, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. **Amount of Payment.** Payor will pay WesBanco Bank Inc. a total of Four Thousand Dollars (\$4,000) per net mineral acre owned in the tract(s) described in the Oil and Gas Lease as a Paid Up Delay Rental. As of the execution of the Oil and Gas Lease and this Order of Payment, Payor expects to pay WesBanco the amount of Dollars (\$56,000), being calculated as 100% of Four Thousand Dollars (\$4,000) per net acre times 14 net acres. However, in the event that Payee owns less or more than that amount of the mineral interest described in the Oil and Gas Lease, the payment amount will be reduced or increased as described in paragraph 10 of the Oil and Gas Lease.
- 2. **Delivery of Payment.** A check made payable to WesBanco Bank Inc. in the total amount of Fifty-Six Thousand Dollars (\$56,000) shall be tendered at the execution of the Oil and Gas Lease and this Order of Payment OR sent to the address below within 30 calendar days from the execution of the Oil and Gas Lease, or as soon thereafter as is commercially reasonable.
- 3. **Payee Information:**
  - a. Payee Name:
  - b. Payee Address:
  - c. Payee Social Security No./Tax ID No: 55-0143590
  - d. Payee Phone Number: 304-231-1445

EXECUTED this 10<sup>th</sup> day of APRIL, 2015.

PAYEE: Wes Banco Bank, Inc.  
By: James M. Swearing, AUP

PAYOR:  
Stone Energy Corporation

By: \_\_\_\_\_  
Roger L. Cutright, Land Manager and  
Special Counsel