

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS RESOURCES MANAGEMENT**

In re the Matter of the Application of Ascent :
Resources – Utica, LLC for Unit Operation :
: Application Date: July 30, 2020
: Supplement Date: August 19, 2020
Oboy SW CLR BL Unit :

**APPLICATION OF ASCENT RESOURCES – UTICA, LLC
FOR UNIT OPERATION**

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Oboy SW CLR BL Unit :
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APPLICATION

Pursuant to R.C. 1509.28, Ascent Resources – Utica, LLC (“Ascent”) hereby respectfully requests the Chief of the Division of Oil and Gas Resources Management (“Division”) to issue an order authorizing Ascent to operate the Unitized Formation and applicable land area in Belmont County, Ohio (hereinafter, the “Oboy SW CLR BL Unit”) as a unit according to the Unit Plan attached hereto and as more fully described herein. Ascent makes this request for, and unitization is necessary for, the purpose of increasing substantially the ultimate recovery of oil and natural gas, including related liquids, from the Unitized Formation, and to protect the correlative rights of unit owners, consistent with the public policy of Ohio to conserve and develop the state’s natural resources and prevent waste.

**I.
APPLICANT INFORMATION**

Ascent is a limited liability company organized under the laws of the State of Oklahoma, with its principal office located at 3501 NW 63rd Street, Oklahoma City, Oklahoma 73116. Ascent is registered in good standing as an “owner” with the Division.

Ascent designates to receive service, and respectfully requests that all orders, correspondence, pleadings, and documents from the Division and other persons concerning this filing be served upon, the following:

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II. PROJECT DESCRIPTION

The Oboy SW CLR BL Unit is located in Belmont County, Ohio, and consists of two hundred and eighty-four (284) separate tracts of land. See Exhibits A-1 and A-2 of the Unit Operating Agreement (showing the plat and tract participations, respectively). The total land area in the Oboy SW CLR BL Unit is approximately 692.620 acres¹ and, at the time of this Application, Ascent and other committed working interest owners have the right to drill on and produce from 685.633 acres of the proposed unit – i.e., 98.991237% of the unit area, which is well above the sixty- five percent (65%) threshold required by R.C. 1509.28. Ascent seeks a unit order because there are unleased and/or partially unleased tracts in the Oboy SW CLR BL Unit as well as tracts whose ownership may be in question.

Overall, Ascent seeks this unit order to allow it to develop the entirety of the Oboy SW CLR BL Unit in accordance with the Unit Plan to protect the correlative rights of all interest owners in the unit and prevent the waste of natural resources that would otherwise occur. To effectively and efficiently develop the Unit Area, therefore, Ascent seeks authorization from the Division, as more specifically described herein, to drill and complete two horizontal wells in the Unitized Formation, from a single well pad located near the northwest corner of the unit to efficiently test, develop, operate and produce the Unitized Formation for oil, natural gas, and related liquids production.

Ascent's plan for unit operations (the "Unit Plan") is attached to this Application as Attachment 1. Among other things, the Unit Plan allocates unit production and expenses based upon each tract's surface acreage participation in the unit, includes various operating provisions in the event that other entities or persons become owners in the unit, as that term is understood in the Ohio Revised Code, and conforms to industry standards for the drilling and operating of horizontal wells.

III. TESTIMONY

The following pre-filed testimony has been attached to the Application supporting the Oboy SW CLR BL Unit's formation: (i) testimony from a Geologist establishing that the Unitized Formation is part of a pool and supporting the Unit Plan's recommended allocation of unit production and expenses on a surface acreage basis²; (ii) testimony from a Reservoir

¹ Acreage in the Oboy SW CLR BL Unit was calculated using a combination of on-the-ground survey data and deed acreage.

Engineer establishing that unitization is reasonably necessary to increase substantially the recovery of oil and gas, and that the value of the estimated additional resource recovery from unit operations exceeds its additional costs³; and (iii) testimony from an operational Landman with firsthand knowledge of Ascent's Ohio development who describes the project generally, the Unit Plan, efforts to lease unleased owners, and the approvals received for unit development.⁴

IV.
THE CHIEF SHOULD GRANT THIS APPLICATION

A Contents of Application

Pursuant to the Division's *Unitization Application Procedural Guideline* (dated November 2, 2018), a unitization application must include the following:

1. A cover letter requesting unitization.
 - See Cover Letter dated July 30, 2020.
2. An affidavit attesting that the applicant is the owner (as defined in Revised Code Section 1509.01(K)) of at least 65% of the land overlying the pool that is the subject of the unitization request.
 - See Exhibit 9.⁵
3. A summary of the request for unitization that includes all of the following information:
 - a. A statement describing the reasons why unitization is necessary;
 - b. A description of the plan for development of the unit;
 - c. An identification of the geologic formation(s) to be developed;
 - d. An identification of the amount of acreage included in the unit and how the acreage was determined;
 - e. An estimate of the value of the recovery and net PV10 of oil and gas for each well proposed to be drilled in the unit area;
 - f. An estimate of the cost to drill and operate each well in the proposed unit, including an explanation of what costs are included in the estimate; and
 - g. A designated contact person for the applicant for communication purposes with the Division, including legal counsel for the applicant (if applicable).
 - See entirety of this Application, and in particular Sections II and III(C).

² See Prepared Direct Testimony of Kevin Drake, attached as Attachment 3.

³ See Prepared Direct Testimony of Joseph Krenger, attached as Attachment 4.

⁴ See Prepared Direct Testimony of Lindsey Fixley, attached Attachment 5.

⁵ References to Exhibit 1 through Exhibit 12 refer to those exhibits in Attachment 2.

4. A plat map of the unit that identifies the counties, townships, section numbers, parcel boundaries, and all parcels in the unit, including the tract and corresponding parcel number.
 - See Exhibit A-1 to the Unit Operating Agreement.
5. A list identifying all mineral owners in the proposed unit, leased or unleased, that includes the name, current address, parcel number, and respective acreage of each mineral owner. If a mineral owner is a corporation or other business entity, the name of a contact person within that corporation or business.
 - See Exhibit A-2 to the Unit Operating Agreement.
6. A list identifying all unleased mineral owners that includes the name, current address, parcel number, and respective acreage of each unleased mineral owner. If an unleased mineral owner is a corporation or other business entity, the name of a contact person within that corporation or business.
 - See Exhibit A-3 to the Unit Operating Agreement.
7. A list identifying all committed working interest owners in the proposed unit that includes the name, current address, parcel number, and respective acreage of each committed working interest owner. If a committed working interest owner is a corporation or other business entity, the name of a contact person within that corporation or business.
 - See Exhibit A-4 to the Unit Operating Agreement.
8. A list identifying all uncommitted working interest owners in the proposed unit that includes the name, current address, parcel number, and respective acreage of each uncommitted working interest owner. If an uncommitted working interest owner is a corporation or other business entity, the name of a contact person within that corporation or business.
 - See Exhibit A-5 to the Unit Operating Agreement.
9. A list identifying all parcels subject to pending ownership litigation.
 - See Exhibit A-6 to the Unit Operating Agreement.
10. A mailing list in Microsoft Excel® format containing only the names and addresses of all mineral owners (leased and unleased) and all working interest owners (committed and uncommitted).
 - See Mailing List included with Application and this list will be uploaded to the Division's FTP site or email in a zip file.
11. A map that shows all of the following:
 - a. The boundary of the proposed unit area;
 - b. The total acreage of the proposed unit area;
 - c. The proposed location of the well pad(s) and wells to be drilled that complies with state setback and spacing requirements;
 - d. The tracts of land within the unit area that are leased to the applicant, shown in yellow;
 - e. The tracts of land within the unit area that are unleased, shown in red;

- f. The tracts of land within the unit area that are leased to other operators (i.e., uncommitted working interest owners), including an identification of the operators, shown in green;
 - g. A five hundred foot boundary around each property in the unit that is not leased by the applicant or that is not subject to an agreement with the applicant;
 - h. Identification of each tract within the unit area by parcel number of a size that is legible; and
 - i. The scale.
 - See Exhibit 3.
12. An aerial photograph of a size that is legible that shows all of the following:
 - a. The boundary of the proposed unit area;
 - b. The proposed location of the well pad(s) and wells to be drilled;
 - c. The tracts of land within the proposed unit area that are unleased outlined in red;
 - d. Identification of each tract within the unit area by tract number and corresponding parcel number of a size that is legible; and
 - e. The scale.
 - See Exhibit 4.
13. A gamma ray-density or gamma-ray resistivity geophysical type log identifying the proposed geological formations to be produced.
 - See Exhibit 2.
14. A cross-section showing the applicable formations that the applicant is proposing to drill into and produce from in the unit area.
 - See Exhibit 1 and Exhibit 2.
15. A map showing all existing units adjacent to the unit proposed in the application with an identification of any permitted, drilled, and/or producing wells in the existing units.
 - See Exhibit 6.
16. An exhibit showing unitized and non-unitized scenarios for each well proposed to be drilled in the proposed unit area and assuming the spacing requirements of R.C. Chapter 1509 and/or Ohio Admin. Code 1501:9: (a) an estimate of the cost to drill and operate, (b) the value of recovery, and (c) the net PV10 of oil and gas.
 - See Exhibit 5.
17. An exhibit showing the locations and distances of the well(s) to the proposed unit area and an identification of the well(s) by name, permit number, lateral length, and production start date that reserve calculations were based upon.
 - See Exhibit 7.
18. An affidavit attesting to attempts to lease the unleased mineral owners and the attempts to commit working interest owners and an exhibit in the form of a

spreadsheet that shows the attempts to lease the unleased mineral owners and the attempts to commit working interest owners that includes:

- a. The tract number and parcel number;
- b. The mineral owner's name;
- c. The dates of all attempts;
- d. The address at which the contact was made or attempted;
- e. The person who was contacted, how contact was made, and by whom;
- f. The response given by the unleased mineral owner when contacted; and
- g. Any joint venture or farmout proposal to another operator, if applicable.

- See Exhibit 8.

19. An affidavit attesting that the applicant acted with due diligence to identify all mineral interest owners and their current addresses within the proposed unit.

- See Exhibit 10.

20. A copy of a joint operating agreement for working interest partners, if applicable.

- See Attachment 1.

21. An affidavit attesting to a valid joint venture or other agreements for the proposed unit that discloses all joint venture partners.

- An affidavit attesting that Ascent is not a party to any joint venture agreements for the Oboy SW CLR BL Unit is attached as Exhibit 11.

22. Prefilled testimony of a geologist, an engineer, and a landman.

- See Attachments 3, 4, and 5.

23. Any additional information that the applicant determines is beneficial for the Chief to consider in support of its request.

- See entirety of Application.

B. Legal Standard

R.C. 1509.28 requires the Chief of the Division to issue an order providing for the unit operation of a pool – or a part thereof – if it is reasonably necessary to increase substantially the ultimate recovery of oil and gas, and the value of the estimated additional resource recovery from the unit's operations exceeds its additional costs. See R.C. 1509.28(A).

The Chief's order must be on terms and conditions that are just and reasonable and prescribe a plan for unit operations that includes the following:

- (1) a description of the unit area;
- (2) a statement of the nature of the contemplated operations;
- (3) an allocation of production from the unit area not used in unit operations, or otherwise lost, to the separately owned tracts;

(4) a provision addressing credits and charges to be made for the investment in wells, tanks, pumps, and other equipment contributed to unit operations by owners in the unit;

(5) a provision addressing how unit operation expenses shall be determined and charged to the separately owned tracts in the unit, and how they will be paid;

(6) a provision, if necessary, for carrying someone unable to meet their financial obligations in connection with the unit;

(7) a provision for the supervision and conduct of unit operations in which each person has a vote with a value corresponding to the percentage of unit operations expenses chargeable against that person's interest;

(8) the time when operations shall commence and the manner in which, and circumstances under which, unit operations will terminate; and

(9) such other provisions appropriate for engaging in unit operations and for the protection or adjustment of correlative rights.

See R.C. 1509.28(A). The Chief's order becomes effective once approved in writing by those owners who will be responsible for paying at least sixty-five percent (65%) of the costs of the unit's operations and by royalty and unleased fee-owners of sixty-five percent (65%) of the unit's acreage. Once effective, production that is "allocated to a separately owned tract shall be deemed, for all purposes, to have been actually produced from such tract, and all operations *** [conducted] upon any portion of the unit area shall be deemed for all purposes the conduct of such operations and production from any lease or contract for lands any portion of which is included in the unit area." R.C. 1509.28(B)(2).

C. Ascent's Application Meets the Legal Standard Described in Section B.

i. *The Unitized Formation is Part of a Pool*

The "Unitized Formation" consists of the subsurface portion of the Unit Area (i.e., the lands shown on Exhibit A-1 and identified in Exhibit A-2 to the Unit Operating Agreement) at an approximate depth located from fifty feet above the top of the Utica Shale to fifty feet below the base of the Point Pleasant Formation, and commonly referred to in the oil and gas industry as the Utica/Point Pleasant Formation. The evidence presented with this Application and at the hearing will establish that the Unitized Formation is part of a pool and, thus, an appropriate subject of unit operation under R.C. 1509.28.⁶ Additionally, that evidence will establish that the Unitized Formation is likely to be reasonably uniformly distributed throughout the Unit Area and thus, it

⁶ A "pool" is defined under Ohio law as "an underground reservoir containing a common accumulation of oil or gas, or both, but does not include a gas storage reservoir." R.C. 1509.01(E).

is reasonable for the Unit Plan to allocate unit production and expenses to separately owned tracts on a surface acreage basis.

ii. Unit Operations Are Reasonably Necessary to Increase Substantially the Ultimate Recovery of Oil and Gas

The evidence presented in this Application establishes that unit operations are reasonably necessary to increase substantially the ultimate recovery of oil and gas from the lands making up the Oboy SW CLR BL Unit. The Unit Plan contemplates the potential drilling of two (2) horizontal wells from a single pad: the Oboy SW CLR BL 2H with a lateral of 13,490 feet in length; and the Oboy SW CLR BL 4H with a lateral of 13,594 feet in length.⁷ Ascent estimates that operations under the requested unit order will substantially increase the ultimate resource recovery from this unit if the unit well is drilled by approximately 25.32 BCFe of natural gas from the Unitized Formation.⁸ Absent an order authorizing unit operations, that 25.32 BCFe of natural gas will be stranded, resulting in a waste of resources.

iii. The Value of Additional Recovery Exceeds Its Additional Costs

The evidence presented in this Application establishes that the value of the estimated additional recovery (i.e., the 25.32 BCFe of natural gas referred to above) has an estimated net present value of approximately \$15.780 million, and an estimated undiscounted value of \$31.424 million, meaning that the value of that additional resource recovery exceeds the estimated additional costs incident to conducting unit operations to obtain such additional recovery.⁹ See Exhibit 5, showing for each proposed well the estimated value of the well's production and the estimated drilling and operating costs (incorporated here as if fully rewritten herein).

iv. The Unit Plan Meets the Requirements of R.C. 1509.28

The Unit Plan proposed by Ascent meets the requirements set forth in R.C. 1509.28. The unit area is described in the Unit Plan at Article 1, as well as on Exhibits A-1 and A-2 to the Unit Operating Agreement. The nature of the contemplated unit operations can be found generally in the Unit Plan at Article 3, with greater specificity throughout, including the Unit Operating Agreement. Unit production and unit expenses are allocated on a surface acreage basis as set forth in the Unit Plan at Articles 3 through 5 (generally), except where otherwise allocated by the Unit Operating Agreement. Payment of unit expenses is addressed generally in Article 3 of the

⁷ See Exhibit 3.

⁸ See Exhibit 5. We emphasize that these are only estimates, and like the rest of the estimates set forth in this Application, they should be treated as simply estimates based upon the best information available at the time.

⁹ *Id.*

Unit Plan. The Unit Plan provides for payment of costs by other working interest owners in the event a participant is unable to meet its financial obligations related to the unit - *see*, e.g., Article VI of the Unit Operating Agreement. Voting provisions related to the supervision and conduct of unit operations are set forth in Article 14 of the Unit Plan, with each person having a vote that has a value corresponding to the percentage of unit expenses chargeable against that person's interest. The commencement and termination of operations are addressed in Articles 11 and 12 of the Unit Plan.¹⁰

IV. HEARING

R.C. 1509.28 requires the Chief to hold a hearing to consider this Application when requested by sixty-five percent (65%) of the owners of the land area underlying the proposed unit. R.C. 1509.28(A). That threshold level is met here. *See Exhibit 9*. Accordingly, Ascent respectfully requests that the Division schedule a hearing at an available hearing room located at the Division's Columbus complex when this Application is deemed complete and accurate.

V. CONCLUSION

R.C. 1509.28 requires the Chief of the Division to issue an order for the unit operation of a pool or a part thereof if it is reasonably necessary to increase substantially the recovery of oil and gas, and the value of the estimated additional recovery from the unit's operations exceeds its estimated additional costs. Ascent respectfully submits that the Application meets this standard, and that the terms and conditions of the Unit Plan are just and reasonable and satisfy the requirements of R.C. 1509.28(B). Ascent therefore asks the Chief to issue an order authorizing Ascent to operate the Oboy SW CLR BL Unit according to the Unit Plan attached hereto.

¹⁰ *See Attachment 1* generally.

Respectfully submitted,

/s/ J. Kevin West

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Attorneys for Applicant,
Ascent Resources - Utica, LLC

PLAN FOR UNIT OPERATIONS
OBOY SW CLR BL UNIT
COLERAIN TOWNSHIP
BELMONT COUNTY, OHIO

The following shall constitute the Plan for Unit Operations applicable to the Oboy SW CLR BL Unit in Colerain Township, Belmont County, Ohio, and having as its purpose the unitized management, operation, and development of the Unitized Formation as herein defined, to advance the public welfare and promote conservation, to increase the ultimate recovery of oil, natural gas, and other substances therefrom, and to avoid waste and protect the correlative rights of the owners of interests therein.

ARTICLE 1: DEFINITIONS

As used in this Plan for Unit Operations:

Division refers to the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management.

Effective Date is the time and date this Plan becomes effective as provided in Article 11.

Oil and Gas Rights are the rights to investigate, explore, prospect, drill, develop, produce, market, transport, and operate within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof, including without limitation the conducting of exploration, geologic and/or geophysical surveys by seismograph, core test, gravity and/or magnetic methods, the injecting of gas, water, air or other fluids into the Unitized Formation, the installation, operation and maintenance of monitoring facilities, the laying of pipelines, building of roads, tanks, power stations, telephone lines, and/or other structures.

Person is any individual, corporation, partnership, association, receiver, trustee, curator, executor, administrator, guardian, fiduciary, or other representative of any kind, any department, agency, or instrumentality of the state, or any governmental subdivision thereof, or any other entity capable of holding an interest in the Unitized Substances or Unitized Formation.

Plan means this Plan for Unit Operations for the Oboy SW CLR BL Unit in Colerain Township, Belmont County, Ohio, including, unless otherwise expressly mentioned, any and all attachments and exhibits hereto.

Royalty Interest means a right to or interest in any portion of the Unitized Substances or proceeds from the sale thereof, other than a Working Interest.

Royalty Owner is a Person who owns a Royalty Interest.

Tract means the land identified by a tract number in Exhibit A-2 to the Unit Operating Agreement.

Tract Participation means the fractional interest shown on Exhibit A-2 to the Unit Operating Agreement for allocating Unitized Substances to a Tract.

Uncommitted Working Interest Owner is a Working Interest Owner, other than an Unleased Mineral Owner, who has not agreed to, ratified or otherwise approved this Plan. Uncommitted Working Interest Owners are likely, but not necessarily, to have obtained their interest by lease.

Unit Area (or "Contract Area") means the lands shown on the plat attached as Exhibit A-1 and identified on Exhibit A-2 to the Unit Operating Agreement, including also areas to which this Plan may be extended as herein provided.

Unit Equipment means all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the unit account for use in Unit Operations.

Unit Expense means all cost, expense, investment and indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this Plan for or on account of Unit Operations.

Unitized Formation means the subsurface portion of the Unit Area from fifty (50) feet above the top of the Utica Shale Formation to fifty (50) feet below the base of the Point Pleasant interval, the stratigraphic equivalent of which was encountered by the Beagle Club 1-17 well (API # 34013206180000) in Richland Township, Belmont County, Ohio at 9,102 feet true verti-

cal depth down to 9,436 feet true vertical depth.

Unit Operating Agreement means the modified A.A.P.L. Form 610-1989 Model Form Operating Agreement that is attached hereto and incorporated herein by reference as if fully rewritten herein and to which all Working Interest Owners are deemed to be parties; provided, however, that in the event two or more Working Interest Owners have agreed to a separate joint operating agreement relating to the supervision and conduct of unit operations contemplated herein, such operating agreement shall control. The Unit Operating Agreement contains provisions for credits and charges among Working Interest Owners for their respective investments in, and expenses for, Unit Operations, including a provision, if necessary, for carrying any Person unable or electing not to participate in Unit Operations. In addition, the Unit Operating Agreement also contains provisions relating to the supervision and conduct of Unit Operations and the manner in which Working Interest Owners may vote. In the event of a conflict between the terms of the Unit Operating Agreement and the other terms of this Plan, excluding the Unit Operating Agreement, such other terms of this Plan shall govern.

Unit Operations are all operations conducted pursuant to this Plan.

Unit Operator is the Person designated by Working Interest Owners under the Unit Operating Agreement to conduct Unit Operations.

Unit Participation is the sum of the interests obtained by multiplying the Working Interest of a Working Interest Owner in each Tract by the Tract Participation of such Tract.

Unitized Substances are all oil, gas, gaseous substances, sulfur, condensate, distillate, and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation.

Unleased Mineral Owner is a Person who owns Oil and Gas Rights free of a lease or other instrument conveying all or any portion of the Working Interest in such rights to another.

Working Interest means an interest in Unitized Substances in the Unit Area by virtue of a lease, operating agreement, fee title, or otherwise, including a carried interest, the owner of which is obligated to pay, either in cash or out of production or otherwise, a portion of the Unit Expense; however, Oil and Gas Rights that are free of a lease or other instrument creating a Working Interest shall be regarded as a Working Interest to the extent of 87.5% thereof and a Royalty Interest to the extent of the remaining 12.5% thereof, such Royalty Interest to be subject to any post-production costs, taxes, assessments and other fees as may be set forth in the Unit Operating Agreement. A Royalty Interest created out of a Working Interest subsequent to the participation of, subscription to, ratification of, approval by, or consent to this Plan by the owner of such Working Interest shall continue to be subject to such Working Interest burdens and obligations that are stated in this Plan.

Working Interest Owner is a Person who owns a Working Interest.

ARTICLE 2: CREATION AND EFFECT OF UNIT

Oil and Gas Rights Unitized. All Royalty Interests and Working Interests in Oil and Gas Rights in and to the lands identified on Exhibits A-1 and A-2 to the Unit Operating Agreement are hereby unitized insofar as, and only insofar as, the respective Oil and Gas Rights pertain to the Unitized Formation, so that Unit Operations may be conducted with respect to the Unitized Formation as if the Unit Area had been included in a single lease executed by all Royalty Owners, as lessors, in favor of all Working Interest Owners, as lessees, and as if the lease contained all of the provisions of this Plan.

Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to, and may be removed by, Working Interest Owners with the prior consent of Unit Operator. The rights and interests therein, as among Working Interest Owners, are set forth in the Unit Operating Agreement.

Continuation of Leases and Term Interests. Unit Operations conducted upon any part of the Unit Area or production of Unitized Substances from any part of the Unitized Formation, except for the purpose of determining payments to Royalty Owners, shall be considered as operations upon or production from each portion of each Tract, and such production or

operations shall continue in effect each lease or term, mineral or Royalty Interest, as to all Tracts and formations covered or affected by this Plan just as if such Unit Operations had been conducted and a well had been drilled on and was producing from each portion of each Tract. Each lease shall remain in full force and effect from the date of execution hereof until the Effective Date, and thereafter in accordance with its terms and this Plan.

Titles Unaffected by Unitization. Nothing herein shall be construed to result in any transfer of title to Oil and Gas Rights by any Person to any other Person or to Unit Operator.

Pre-existing Conditions in Unit Area. Working Interest Owners shall not be liable for or assume any obligation with respect to (i) the restoration or remediation of any condition associated with the Unit Area that existed prior to the Effective Date of this Plan, or (ii) the removal and/or plugging and abandonment of any wellbore, equipment, fixtures, facilities or other property located in, on or under the Unit Area prior to the Effective Date of this Plan.

ARTICLE 3: UNIT OPERATIONS

Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations, which shall conform to the provisions of this Plan.

Unit Expenses. All Unit Expenses shall be just and reasonable, and shall be charged as set out in the Unit Operating Agreement. Except as otherwise provided in the Unit Operating Agreement, Unit Expenses shall be allocated to each Tract based upon its Tract Participation, and shall be paid by the Tract's Working Interest Owners.

ARTICLE 4: TRACT PARTICIPATIONS

Tract Participations. The Tract Participation of each Tract is identified in Exhibit A-2 to the Unit Operating Agreement and is determined upon an acreage basis as the proportion that the Tract surface acreage of an interest owner bears to the total surface acreage of the Unit Area, calculated as follows: INTEREST OWNER SURFACE ACRES IN EACH TRACT, BEING THE INTEREST OWNER'S DECIMAL INTEREST IN THE TRACT MULTIPLIED BY THE TRACT'S SURFACE ACRES WITHIN THE UNIT AREA, DIVIDED BY THE TOTAL SURFACE ACRES WITHIN THE UNIT AREA. The Tract Participations as shown in Exhibit A-2 to the Unit Operating Agreement are accepted and approved as being fair and equitable.

ARTICLE 5: ALLOCATION OF UNITIZED SUBSTANCES

Allocation of Unitized Substances. All Unitized Substances produced and saved shall be allocated to the several Tracts in accordance with the respective Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of whether the amount is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract.

Distribution Within Tracts. The Unitized Substances allocated to each Tract or portion thereof shall be distributed among, or accounted for to, the Persons entitled to share in the production from such Tract or portion thereof in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this Plan not been entered into, and with the same legal effect. If any Oil and Gas Rights in a Tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tract. Any royalty or other payment which depends upon per well production or pipeline runs from a well or wells on a Tract shall, after the Effective Date, be determined by dividing the Unitized Substances allocated to the Tract by the number of wells on the Tract capable of producing Unitized Substances on the Effective Date; however, if any Tract has no well thereon capable of producing Unitized Substances on the Effective Date, the Tract shall, for the purpose of this determination, be deemed to have one (1) such well thereon.

ARTICLE 6: USE OR LOSS OF UNITIZED SUBSTANCES

Use of Unitized Substances. Working Interest Owners may use or consume Unitized Substances for Unit Operations, including but not limited to, the injection thereof into the Unitized Formation.

Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations, including without limitation the testing of the productivity of any wells drilled in the Unit Area. Royalty payments shall be made to Unleased Mineral Owners beginning with the initial distribution date for production of Unitized Substances from any well within the Oboy SW CLR BL Unit.

ARTICLE 7: TITLES

Warranty and Indemnity. Each Person who, by acceptance of produced Unitized Substances or the proceeds from a sale thereof, may claim to own a Working Interest or Royalty Interest in and to any Tract or in the Unitized Substances allocated thereto, shall be deemed to have warranted its title to such interest, and, upon receipt of the Unitized Substances or the proceeds from a sale thereof to the credit of such interest, shall indemnify and hold harmless all other Persons in interest from any loss due to failure, in whole or in part, of its title to any such interest; provided, however, that nothing in this provision shall apply to Unleased Mineral Owners.

Production Where Title is in Dispute. If the title or right of any Person claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator at the direction of Working Interest Owners may: Require that the Person to whom such Unitized Substances are delivered or to whom the proceeds from a sale thereof are paid furnish security for the proper accounting therefor to the rightful owner or owners if the title or right of such Person fails in whole or in part; or withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and hold the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, whereupon the proceeds so held shall be paid to the Person rightfully entitled thereto.

Transfer of Title. Any conveyance of all or any part of any interest owned by any Person hereto with respect to any Tract shall be made expressly subject to this Plan. No change of title shall be binding upon Unit Operator, or upon any Person hereto other than the Person so transferring, until 7:00 a.m. on the first day of the calendar month next succeeding the date of receipt by Unit Operator of a certified copy of the recorded instrument evidencing such change in ownership.

ARTICLE 8: EASEMENTS, GRANTS, OR USE OF SURFACE

Grant of Easements. Subject to the terms and conditions of the various leases, Unit Operator shall have the right of ingress and egress along with the right to use as much of the surface of the land within the Unit Area as may be reasonably necessary for Unit Operations and the removal of Unitized Substances from the Unit Area.

Use of Water. The following shall apply subject to the terms and conditions of the various leases: Unit Operator shall have and is hereby granted free use of water from the Unit Area for Unit Operations, except water from any well, lake, pond, or irrigation ditch of a Royalty Owner. Unit Operator may convert dry or abandoned wells in the Unit Area for use as water supply or disposal wells.

Surface Damages. Subject to the terms and conditions of the various leases, Working Interest Owners shall reimburse the owner for the market value prevailing in the area of growing crops, livestock, timber, fences, improvements, and structures on the Unit Area that are destroyed or damaged as a result of Unit Operations.

Unleased Property. Notwithstanding anything in this Article 8 to the contrary, and except where otherwise authorized by the Division, there shall be no Unit Operations conducted on the surface of any property located within the Oboy SW CLR BL Unit, and there shall be no right of ingress and egress over and no right to use the surface waters of any surface lands located within the Oboy SW CLR BL Unit, owned by a non-consenting Unleased Mineral Owner.

ARTICLE 9: CHANGE OF TITLE

Covenant Running with the Land. This Plan shall extend to, be binding upon, and inure to the benefit of the owners of the Royalty Interests and Working Interests in Oil and Gas Rights unitized hereby, and the respective heirs, devisees, legal representatives, successors, and assigns thereof, and shall constitute a covenant running with the lands, leases, and interests impacted hereby.

Waiver of Rights of Partition. No Person affected hereby shall resort to any action to, and shall not, partition Oil and Gas Rights, the Unit Area, the Unitized Formation, the Unitized Substances or the Unit Equipment.

ARTICLE 10: RELATIONSHIPS OF PERSONS

No Partnership. All duties, obligations, and liabilities arising hereunder shall be several and not joint or collective. This Plan is not intended to and shall not be construed to create an association or trust, or to impose a partnership or fiduciary duty, obligation, or liability. Each Person affected hereby shall be individually responsible for its own obligations.

No Joint or Cooperative Refining, Sale or Marketing. This Plan is not intended and shall not be construed to provide, directly or indirectly, for any joint or cooperative refining, sale or marketing of Unitized Substances.

ARTICLE 11: EFFECTIVE DATE

Effective Date. This Plan shall become effective as of, and operations may commence hereunder as of, 7:00 A.M. on the date of an effective order approving this unit by the Division in accordance with the provisions of Ohio Revised Code Section 1509.28; provided, however, that Working Interest Owners may terminate this Plan in the event of a material modification by the Division of all or any part of this Plan in such order by filing a notice of termination with the Division within thirty (30) days of such order becoming final and no longer subject to further appeal. In the event a dispute arises or exists with respect to this Plan, or the order approving this unit issued by the Division, Unit Operator may, in its sole discretion, hold the revenues from the sale of Unitized Substances until such time as such dispute is resolved or, in the Unit Operator's opinion, it is appropriate to distribute such revenues.

ARTICLE 12: TERM

Term. This Plan, unless sooner terminated in the manner hereinafter provided, shall remain in effect for five (5) years from the Effective Date and as long thereafter as Unitized Substances are produced, or are capable of being produced, in paying quantities from the Unit Area without a cessation of more than one hundred and eighty (180) consecutive days, or so long as other Unit Operations are conducted without a cessation of more than one hundred and eighty (180) consecutive days, unless sooner terminated by Working Interest Owners owning a combined Unit Participation of fifty-one percent (51%) or more whenever such Working Interest Owners determine that Unit Operations are no longer warranted. The date of any termination hereunder shall be known as the "Termination Date."

Effect of Termination. Upon termination of this Plan, the further development and operation of the Unitized Formation as a unit shall cease. Each oil and gas lease and other agreement covering lands within the Unit Area shall remain in force for one hundred eighty (180) days after the date on which this Plan terminates, and for such further period as is provided by the lease or other agreement. The relationships among owners of Oil and Gas Rights shall thereafter be governed by the terms and provisions of the leases and other instruments, not including this Plan, affecting the separate Tracts.

Certificate of Termination. Upon termination of this Plan, Unit Operator shall file with the Division and for record in the counties in which the land affected is located a certificate stating that this Plan has terminated and the Termination Date.

Salvaging Equipment Upon Termination. If not otherwise granted by the leases or other instruments affecting the separate Tracts, Working Interest Owners shall have a period of six (6) months after the Termination Date within which to salvage and remove Unit Equipment.

ARTICLE 13: APPROVAL

Original, Counterpart, or Other Instrument. An owner of Oil and Gas Rights or its agent may approve this Plan by signing the original, a counterpart thereof, or other instrument approving this Plan. The signing of any such instrument shall have the same effect as if all Persons had signed the same instrument.

Commitment of Interests to Unit. The approval of this Plan by a Person or their agent shall bind that Person and commit all interests owned or controlled by that Person as of the date of such approval, and additional interests thereafter acquired.

Joinder in Dual Capacity. Execution as herein provided by any Person, as either Working Interest Owner or a Royalty Owner, shall commit all interests owned or controlled by such Person as of the date of such execution and any additional interest thereafter acquired.

ARTICLE 14: MISCELLANEOUS

Determinations by Working Interest Owners. Each Working Interest Owner shall have a voting interest equal to its Unit Participation. All decisions, determinations, or approvals by Working Interest Owners hereunder shall be made by the affirmative vote of one or more parties having a combined voting interest of at least fifty one percent (51%). No vote, however, is required for such determinations if the Unit Operator owns or controls fifty one percent (51%) or more of the Working Interest in the Unit Area.

Severability of Provisions. The provisions of this Plan are severable and if any section, sentence, clause or part thereof is held to be invalid for any reason, such invalidity shall not be construed to affect the validity of the remaining provisions of this Plan.

Laws and Regulations. This Plan shall be governed by and subject to the laws of the State of Ohio, to the valid rules, regulations, orders and permits of the Division, and to all other applicable federal, state, and municipal laws, rules, regulations, orders, and ordinances. Any change of the Unit Area or any amendment to this Plan shall be in accordance with Ohio law.

MODEL FORM OPERATING AGREEMENT

OPERATING AGREEMENT

DATED

July 27 , 2020 ,

OPERATOR Ascent Resources – Utica, LLC

CONTRACT AREA Oboy SW CLR BL Unit, as described in Exhibit “A”
(692.620 acres)

COUNTY OF _____ , STATE OF _____
Belmont Ohio

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OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between Ascent Resources – Utica, LLC hereinafter designated and referred to as "Operator," and the signatory party or parties other than Operator, sometimes hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WITNESSETH:

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A," and the parties hereto have reached an agreement to explore and develop these Leases and/or Oil and Gas Interests for the production of Oil and Gas to the extent and as hereinafter provided,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I. DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "AFE" shall mean an Authority for Expenditure prepared by a party to this agreement for the purpose of estimating the costs to be incurred in conducting an operation hereunder.

B. The term "Completion" or "Complete" shall mean a single operation intended to complete a well as a producer of Oil and Gas in one or more Zones, including, but not limited to, the setting of production casing, perforating, well stimulation and production testing conducted in such operation.

C. The term "Contract Area" or "Unit Area" shall mean all of the lands, Oil and Gas Leases and/or Oil and Gas Interests intended to be Developed and operated for Oil and Gas purposes under this agreement. Such lands, Oil and Gas Leases and Oil and Gas Interests are described in Exhibit "A." See also Article XVI.K.

D. The term "Deepen" shall mean a single operation whereby a well is drilled to an objective Zone below the deepest Zone in which the well was previously drilled, or below the Deepest Zone proposed in the associated AFE, whichever is the lesser.

E. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

F. The term "Drilling Unit" shall mean the area fixed for the drilling of one well / by order or rule of any state or federal body having authority. If a Drilling Unit is not fixed by any such rule or order, a Drilling Unit shall be the drilling unit as established by the / pattern of drilling in the Contract Area unless fixed by express agreement of the Drilling Parties. See also Article XVI.K.

G. The term "Drillsite" shall mean the Oil and Gas Lease or Oil and Gas Interest on which a proposed well is to be located.

H. The term "Initial Well" shall mean the well required to be drilled by the parties hereto as provided in Article VI.A.

I. The term "Non-Consent Well" shall mean a well in which less than all parties have conducted an operation as provided in Article VI.B.2.

J. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

K. The term "Oil and Gas" shall mean oil, gas, casinghead gas, gas condensate, and/or all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

L. The term "Oil and Gas Interests" or "Interests" shall mean unleased fee and mineral interests in Oil and Gas in tracts of land lying within the Contract Area which are owned by parties to this agreement.

M. The terms "Oil and Gas Lease," "Lease" and "Leasehold" shall mean the oil and gas leases or interests therein covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

N. The term "Plug Back" shall mean / a single operation whereby a deeper Zone is abandoned in order to attempt a Completion in a shallower Zone.

O. The term "Recompletion" or "Recomplete" shall mean an operation whereby a Completion in one Zone is abandoned in order to attempt a Completion in a different Zone within the existing wellbore.

P. The term "Rework" shall mean an operation conducted in the wellbore of a well after it is Completed to secure, restore, or improve production in a Zone which is currently open to production in the wellbore. Such operations include, but are not limited to, well stimulation operations but exclude any routine repair or maintenance work or drilling, Sidetracking, Deepening, Completing, Recompleting, or Plugging Back of a well.

Q. The term "Sidetrack" shall mean / the directional control and intentional deviation of a well from vertical so as to change the bottom hole location and, in the case of Horizontal Wells (defined hereinafter), an operation by which a lateral wellbore is drilled off of the horizontal wellbore, in each case unless done to straighten the hole or drill around junk in the hole / to overcome other mechanical difficulties.

R. The term "Zone" shall mean a stratum of earth containing or thought to contain a common accumulation of Oil and Gas separately producible from any other common accumulation of Oil and Gas.

S. The term "Lateral" shall mean that portion of a wellbore that deviates from approximate vertical orientation to approximate horizontal orientation and all wellbore beyond such deviation to Total Measured Depth.

T. The term "Vertical Well" shall mean any well other than a "Horizontal Well".

U. The term "Horizontal Well" shall mean a well containing a single Lateral in which the wellbore deviates at an angle of at least eighty degrees (80°) from true vertical and with a horizontal projection exceeding one hundred feet (100') measured from the initial point of penetration into a specific geological interval.

V. The term "Multi-lateral Well" shall mean a Horizontal Well which contains more than one Lateral.

W. The term "Total Measured Depth," when used in connection with a Multi-lateral or Horizontal Well, shall mean the distance from the surface of the ground to the terminus of the wellbore, as measured along the wellbore. Each Lateral taken together with the common vertical wellbore shall be considered a single wellbore and shall have a corresponding Total Measured Depth. When the proposed operation(s) is the drilling of, or operation on, a Multi-lateral or Horizontal Well, the term "depth" or "total depth" wherever used in the Agreement shall be deemed to read "Total Measured Depth" insofar as it applies to such well.

X. The term "Deepen" when used in conjunction with a Multi-lateral or Horizontal Well shall mean an operation whereby a lateral is drilled to a distance greater than the distance set out in the well proposal approved by the participating parties. This shall include reentry of a Vertical Well to convert the well to a Horizontal Well. See also Article XVI.E.2.

Y. For the purposes of this Agreement, as to a Multi-lateral or Horizontal Well, the term "Plug Back" shall mean an operation to test or complete the well at a stratigraphically shallower geological horizon in which the operation has been or is being

1 completed and which is not within an existing Lateral.
 2 Z. The term “affiliate” shall mean any Person that, directly or indirectly, through one or more intermediaries,
 3 Controls or is Controlled by, or is under common Control with, another Person.
 4 AA. The term “Control” and its derivatives with respect to any Person shall means the possession, directly or
 5 indirectly, of the power, directly or indirectly, to direct or cause the direction of the management or policies of the controlled
 6 Person, whether through the ownership of equity interests in or voting rights attributable to the equity interests in such Person, by
 7 contract or agency, by the general partner of a Person that is a partnership, or otherwise.
 8 BB. The term “Person” shall mean any individual, corporation, company, partnership, limited partnership, limited
 9 liability company, trust, estate, governmental authority or any other entity.
 10 Unless the context otherwise clearly indicates, words used in the singular include the plural, the word "person" includes
 11 natural and artificial persons, the plural includes the singular, and any gender includes the masculine, feminine, and neuter.

12
 13 **ARTICLE II.**
 14 **EXHIBITS**

15 The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

- 16 A. Exhibit "A," shall include the following information:
 - 17 (1) Description of lands subject to this agreement,
 - 18 (2) Restrictions, if any, as to depths, formations, or substances,
 - 19 (3) Parties to agreement with addresses and telephone numbers for notice purposes,
 - 20 (4) Percentages or fractional interests of parties to this agreement,
 - 21 (5) Oil and Gas Leases and/or Oil and Gas Interests subject to this agreement.
 - 22 (6) Burdens on production.
- 23 **A-1. Plat of Contract Area.**
- 24 **A-2. List of Contract Area Leases and/or Interests.**
- 25 **A-3. List of Unleased Mineral Owners.**
- 26 **A-4. List of Committed Working Interest Owners.**
- 27 **A-5. List of Uncommitted Working Interest Owners.**
- 28 **A-6. List of Parcels Subject to Pending Ownership Litigation.**
- 29 B. Exhibit "B," Form of Lease.
- 30 C. Exhibit "C," Accounting Procedure.
- 31 D. Exhibit "D," Insurance.
- 32 E. Exhibit "E," Gas Balancing Agreement.
- 33 ~~F. Exhibit "F," Non-Discrimination and Certification of Non-Segregated Facilities.~~
- 34 ~~G. Exhibit "G," Tax Partnership.~~
- 35 F. Other: **Model Form Recording Supplement to Operating Agreement and Financing Agreement.**

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1 If any provision of any exhibit, except Exhibits "E," / "F," ~~and "G,"~~ is inconsistent with any provision contained in
2 the body of this agreement, the provisions in the body of this agreement shall prevail.

3 **ARTICLE III.**
4 **INTERESTS OF PARTIES**

5 **A. Oil and Gas Interests:**

6 ~~If any party owns / an Oil and Gas Interest in the Contract Area, that Interest shall be treated for all purposes of this~~
7 ~~agreement and during the term hereof as if it were covered by the form of Oil and Gas Lease attached hereto as Exhibit "B,"~~
8 ~~and the owner thereof shall be deemed to own both royalty interest in such lease and the interest of the lessee thereunder.~~
9 ~~or hereafter acquires~~

10 **B. Interests of Parties in Costs and Production:**

11 Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne
12 and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties as their
13 interests are set forth in Exhibit "A." In the same manner, the parties shall also own all production of Oil and Gas from the
14 Contract Area subject, however, to the payment of royalties and other burdens on production as described hereafter.

15 Regardless of which party has contributed any Oil and Gas Lease or Oil and Gas Interest on which royalty or other
16 burdens may be payable and except as otherwise expressly provided in this agreement, each party shall pay or deliver, or
17 ~~cause to be paid or delivered, all burdens on its share of the production from the Contract Area up to, but not in excess of/ those burdens set~~
18 ~~forth in such Oil and Gas Lease(s) or Oil and Gas interest(s) contributed hereto and shall indemnify, defend and hold the other parties free~~
19 ~~from any liability therefor.~~ **the lowest sum of royalty plus overriding royalty of any Oil and Gas Lease in the Contract Area**

20 Except as otherwise expressly provided in this agreement, if any party has contributed hereto any Lease or Interest which is
21 burdened with any royalty, overriding royalty, production payment or other burden on production in excess of the amounts
22 stipulated above, such party so burdened shall assume and alone bear all such excess obligations and shall indemnify, defend
23 and hold the other parties hereto harmless from any and all claims attributable to such excess burden. However, so long as
24 the Drilling Unit for the productive Zone(s) is identical with the Contract Area, each party shall pay or deliver, or cause to
25 be paid or delivered, all burdens on production from the Contract Area due under the terms of the Oil and Gas Lease(s)
26 which such party has contributed to this agreement, and shall indemnify, defend and hold the other parties free from any
27 liability therefor.

28 No party shall ever be responsible, on a price basis higher than the price received by such party, to any other party's
29 lessor or royalty owner, and if such other party's lessor or royalty owner should demand and receive settlement on a higher
30 price basis, the party contributing the affected Lease shall bear the additional royalty burden attributable to such higher price.

31 Nothing contained in this Article III.B. shall be deemed an assignment or cross-assignment of interests covered hereby,
32 and in the event two or more parties contribute to this agreement jointly owned Leases, the parties' undivided interests in
33 said Leaseholds shall be deemed separate leasehold interests for the purposes of this agreement.

34 **C. Subsequently Created Interests:**

35 If any party has contributed hereto a Lease or Interest that is burdened with an assignment of production given as security
36 for the payment of money, or if, after the date of this agreement, any party creates an overriding royalty, production
37 payment, net profits interest, assignment of production or other burden payable out of production attributable to its working
38 interest hereunder, such burden shall be deemed a "Subsequently Created Interest." Further, if any party has contributed
39 hereto a Lease or Interest burdened with an overriding royalty, production payment, net profits interests, or other burden
40 payable out of production created prior to the date of this agreement, and such burden **is not recorded or is not referenced by another**
41 **recorded instrument sufficient for notice purposes in the county records of the applicable county or** is not shown on Exhibit "A," such
42 burden also shall be deemed a Subsequently Created Interest to the extent such burden causes the burdens on such party's
43 Lease or Interest to exceed the amount stipulated in Article III.B. above.

44 The party whose interest is burdened with the Subsequently Created Interest (the "Burdened Party") shall assume and
45 alone bear, pay and discharge the Subsequently Created Interest and shall indemnify, defend and hold harmless the other
46 parties from and against any liability therefor. Further, if the Burdened Party fails to pay, when due, its share of expenses
47 chargeable hereunder, all provisions of Article VII.B. shall be enforceable against the Subsequently Created Interest in the
48 same manner as they are enforceable against the working interest of the Burdened Party. If the Burdened Party is required
49 under this agreement to assign or relinquish to any other party, or parties, all or a portion of its working interest and/or the
50 production attributable thereto, said other party, or parties, shall receive said assignment and/or production free and clear of
51 said Subsequently Created Interest, and the Burdened Party shall indemnify, defend and hold harmless said other party, or
52 parties, from any and all claims and demands for payment asserted by owners of the Subsequently Created Interest.

53 **ARTICLE IV.**
54 **TITLES**

55 **A. Title Examination:**

56 Title examination shall be made on the ~~wellbore path and~~ **wellbore path and** ~~Drillsite of any proposed well prior to commencement of drilling operations and, /~~ **thereafter**
57 ~~if a majority in interest of the Drilling Parties so requests or~~ ~~Operator so elects,~~ title examination shall be made on the entire
58 Drilling Unit, or maximum anticipated Drilling Unit, of the well. The opinion will include the ownership of the working
59 interest, minerals, royalty, overriding royalty and production payments under the applicable Leases. Each party contributing
60 Leases and/or Oil and Gas Interests to be included in the Drillsite or Drilling Unit, if appropriate, shall furnish to Operator
61 all abstracts (including federal lease status reports), title opinions, title papers and curative material in its possession free of
62 charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the
63 examination of the title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or
64 by outside attorneys. Copies of all title opinions shall be furnished to each Drilling Party. Costs incurred by Operator in
65 procuring abstracts, fees paid ~~outside~~ **and field landmen and title specialists** ~~attorneys / for title examination (including preliminary, supplemental, shut-in royalty~~
66 ~~opinions and division order title opinions) and other direct charges as provided in Exhibit "C" shall be borne by the Drilling~~
67 ~~Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such~~
68 ~~interests appear in Exhibit "A." Operator shall make no charge for services rendered by its staff attorneys or other personnel~~
69 ~~in the performance of the above functions- that exceeds prevailing rates in the area. Operator may use staff field landmen and title~~
70 ~~specialists for abstracting and staff attorneys for title examination if such personnel are employed specifically for this purpose and~~
71 ~~are billed at rates no higher than third party rates billed for similar services in the state where the services are rendered. Operator~~
72 ~~may also charge a reasonable digital abstracting fee per tract if Operator has imaged and indexed the county records in which the~~
73 ~~Contract Area is located.~~

74 Each party shall be responsible for securing curative matter and pooling amendments or agreements required in
75 connection with Leases or Oil and Gas Interests contributed by such party. Operator shall be responsible for the preparation
76 and recording of pooling designations or declarations and communitization agreements as well as the conduct of hearings

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1 before governmental agencies for the securing of spacing or pooling orders or any other orders necessary or appropriate to
2 the conduct of operations hereunder. This shall not prevent any party from appearing on its own behalf at such hearings.
3 Costs incurred by Operator, including fees paid to outside attorneys, which are associated with hearings before governmental
4 agencies, and which costs are necessary and proper for the activities contemplated under this agreement, shall be direct
5 charges to the joint account and shall not be covered by the administrative overhead charges as provided in Exhibit "C."

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1 Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above
2 functions, **except as provided herein.**

3 No well shall be drilled on the Contract Area until after (1) the title to the Drillsite / ~~of Drilling Unit, if appropriate, has~~ **and wellbore path have**
4 been examined as above provided, and (2) the title has been approved by the examining attorney / ~~or title has been accepted by~~ **engaged or employed by the operator**
5 ~~all of the Drilling Parties in such well.~~ **the Operator.**

6 **B. Loss or Failure of Title:**

7 1. Failure of Title: Should any Oil and Gas Interest or Oil and Gas Lease be lost through failure of title, which results in a
8 reduction of interest from that shown on Exhibit "A," the party credited with contributing the affected Lease or Interest
9 (including, if applicable, a successor in interest to such party) shall have ninety (90) days from final determination of title
10 failure to acquire a new lease or other instrument curing the entirety of the title failure, which acquisition will not be subject
11 to Article VIII.B., and failing to do so, this agreement, nevertheless, shall continue in force as to all remaining Oil and Gas
12 Leases and Interests; and,

13 (a) The party credited with contributing the Oil and Gas Lease or Interest affected by the title failure (including, if
14 applicable, a successor in interest to such party) shall bear alone the entire loss and it shall not be entitled to recover from
15 Operator or the other parties any development or operating costs which it may have previously paid or incurred, but there
16 shall be no additional liability on its part to the other parties hereto by reason of such title failure;

17 (b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the
18 Lease or Interest which has failed, but the interests of the parties contained on Exhibit "A" shall be revised on an acreage
19 basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose Lease or
20 Interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the Lease or Interest failed;

21 (c) If the proportionate interest of the other parties hereto in any producing well previously drilled on the Contract
22 Area is increased by reason of the title failure, the party who bore the costs incurred in connection with such well attributable
23 to the Lease or Interest which has failed shall receive the proceeds attributable to the increase in such interest (less costs and
24 burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well
25 attributable to such failed Lease or Interest;

26 (d) Should any person not a party to this agreement, who is determined to be the owner of any Lease or Interest
27 which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid
28 to the party or parties who bore the costs which are so refunded;

29 (e) Any liability to account to a person not a party to this agreement for prior production of Oil and Gas which arises
30 by reason of title failure shall be borne severally by each party (including a predecessor to a current party) who received
31 production for which such accounting is required based on the amount of such production received, and each such party shall
32 severally indemnify, defend and hold harmless all other parties hereto for any such liability to account;

33 (f) No charge shall be made to the joint account for legal expenses, fees or salaries in connection with the defense of
34 the Lease or Interest claimed to have failed, but if the party contributing such Lease or Interest hereto elects to defend its title
35 it shall bear all expenses in connection therewith; and

36 (g) If any party is given credit on Exhibit "A" to a Lease or Interest which is limited solely to ownership of an
37 interest in the wellbore of any well or wells and the production therefrom, such party's absence of interest in the remainder
38 of the Contract Area shall be considered a Failure of Title as to such remaining Contract Area unless that absence of interest
39 is reflected on Exhibit "A."

40 2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well
41 payment, minimum royalty or royalty payment, or other payment necessary to maintain all or a portion of an Oil and Gas
42 Lease or interest is not paid or is erroneously paid, and as a result a Lease or Interest terminates, there shall be no monetary
43 liability against the party who failed to make such payment. Unless the party who failed to make the required payment
44 secures a new Lease or Interest covering the same interest within ninety (90) days from the discovery of the failure to make
45 proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties reflected on Exhibit "A"
46 shall be revised on an acreage basis, effective as of the date of termination of the Lease or Interest involved, and the party
47 who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership
48 of the Lease or Interest which has terminated. If the party who failed to make the required payment shall not have been fully
49 reimbursed, at the time of the loss, from the proceeds of the sale of Oil and Gas attributable to the lost Lease or Interest,
50 calculated on an acreage basis, for the development and operating costs previously paid on account of such Lease or Interest,
51 it shall be reimbursed for unrecovered actual costs previously paid by it (but not for its share of the cost of any dry hole
52 previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

53 (a) Proceeds of Oil and Gas produced prior to termination of the Lease or Interest, less operating expenses and lease
54 burdens chargeable hereunder to the person who failed to make payment, previously accrued to the credit of the lost Lease or
55 Interest, on an acreage basis, up to the amount of unrecovered costs;

56 (b) Proceeds of Oil and Gas, less operating expenses and lease burdens chargeable hereunder to the person who failed
57 to make payment, up to the amount of unrecovered costs attributable to that portion of Oil and Gas thereafter produced and
58 marketed (excluding production from any wells thereafter drilled) which, in the absence of such Lease or Interest termination,
59 would be attributable to the lost Lease or Interest on an acreage basis and which as a result of such Lease or Interest
60 termination is credited to other parties, the proceeds of said portion of the Oil and Gas to be contributed by the other parties
61 in proportion to their respective interests reflected on Exhibit "A"; and,

62 (c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner
63 of the Lease or Interest lost, for the privilege of participating in the Contract Area or becoming a party to this agreement.

64 3. Other Losses: All losses of Leases or Interests committed to this agreement, other than those set forth in Articles
65 IV.B.1. and IV.B.2. above, shall be joint losses and shall be borne by all parties in proportion to their interests shown on
66 Exhibit "A." This shall include but not be limited to the loss of any Lease or Interest through failure to develop or because
67 express or implied covenants have not been performed (other than performance which requires only the payment of money),
68 and the loss of any Lease by expiration at the end of its primary term if it is not renewed or extended. There shall be no
69 readjustment of interests in the remaining portion of the Contract Area on account of any joint loss.

70 4. Curing Title: In the event of a Failure of Title under Article IV.B.1. or a loss of title under Article IV.B.2. above, any
71 Lease or Interest acquired by any party hereto (other than the party whose interest has failed or was lost) during the ninety
72 (90) day period provided by Article IV.B.1. and Article IV.B.2. above covering all or a portion of the interest that has failed
73 or was lost shall be offered at cost to the party whose interest has failed or was lost, and the provisions of Article VIII.B.

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1 shall not apply to such acquisition.
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**ARTICLE V.
OPERATOR**

A. Designation and Responsibilities of Operator:

Ascent Resources – Utica, LLC shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of this agreement. In its performance of services hereunder for the Non-Operators, Operator shall be an independent contractor not subject to the control or direction of the Non-Operators except as to the type of operation to be undertaken in accordance with the election procedures contained in this agreement. Operator shall not be deemed, or hold itself out as, the agent of the Non-Operators with authority to bind them to any obligation or liability assumed or incurred by Operator as to any third party. Operator shall conduct its activities under this agreement as a reasonable prudent operator, in a good and workmanlike manner, with due diligence and dispatch, in accordance with good oilfield practice, and in compliance with applicable law and regulation, but in no event shall it have any liability as Operator to the other parties / for losses sustained or liabilities incurred except such as may result from gross negligence or willful misconduct.

B. Resignation or Removal of Operator and Selection of Successor:

1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest hereunder in the Contract Area, or is no longer capable of serving as Operator, Operator shall be deemed to have resigned without any action by Non-Operators, except the selection of a successor. Operator may be removed only for good cause by the affirmative vote of Non-Operators owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of Operator; such vote shall not be deemed effective until a written notice has been delivered to the Operator by a Non-Operator detailing the alleged default and Operator has failed to cure the default within thirty (30) days from its receipt of the notice or, if the default concerns an operation then being conducted, within forty-eight (48) hours of its receipt of the notice. For purposes hereof, "good cause" shall mean not only gross negligence or willful misconduct but also the material breach of or inability to meet the standards of operation contained in Article V.A. or material failure or inability to perform its obligations under this agreement.

Subject to Article VII.D.1., such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any / single subsidiary, parent or successor corporation shall not be the basis for removal of Operator.

2. Selection of Successor Operator: Upon the resignation or removal of Operator under any provision of this agreement, a successor Operator shall be selected by the parties. The successor Operator shall be selected from the parties owning an interest in the Contract Area at the time such successor Operator is selected. The successor Operator shall be selected by the affirmative vote of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A"; provided, however, if an Operator which has been removed or is deemed to have resigned / fails to vote or votes only ~~to succeed itself~~ / the successor Operator shall be selected by the affirmative vote of the party or parties owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of the Operator that was removed or resigned / ~~and its affiliates and, provided further, that the requirement for two (2) or more parties shall not apply in the event that two (2) or fewer parties are entitled to vote.~~ The former Operator shall promptly deliver to the successor Operator all records and data relating to the operations conducted by the former Operator to the extent such records and data are not already in the possession of the successor operator. Any cost of obtaining or copying the former Operator's records and data shall be charged to the joint account.

3. Effect of Bankruptcy: If Operator becomes insolvent, bankrupt or is placed in receivership, it shall be deemed to have resigned without any action by Non-Operators, except the selection of a successor. If a petition for relief under the federal bankruptcy laws is filed by or against Operator, and the removal of Operator is prevented by the / ~~federal bankruptcy court~~, all Non-Operators and Operator shall comprise an interim operating committee to serve until Operator has elected to reject or assume this agreement pursuant to the Bankruptcy Code, and an election to reject this agreement by Operator as a debtor in possession, or by a trustee in bankruptcy, shall be deemed a resignation as Operator without any action by Non-Operators, except the selection of a successor. During the period of time the operating committee controls operations, all actions shall require the approval of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A." In the event there are only two (2) parties to this agreement, during the period of time the operating committee controls operations, a third party acceptable to Operator, Non-Operator and the federal bankruptcy court shall be selected as a member of the operating committee, and all actions shall require the approval of two (2) members of the operating committee without regard for their interest in the Contract Area based on Exhibit "A."

C. Employees and Contractors:

The number of employees or contractors used by Operator in conducting operations hereunder, their selection, and the hours of labor and the compensation for services performed shall be determined Operator, and all such employees or contractors shall be the employees or contractors of Operator.

D. Rights and Duties of Operator:

1. Competitive Rates and Use of Affiliates: All / ~~wells drilled on~~ ^{operations conducted in} the Contract Area shall be ~~drilled~~ / ^{conducted} on a competitive contract basis at the usual rates prevailing in the / ~~area~~ ^{state where the services were rendered}. If it so desires, Operator may employ its own tools and equipment in ~~the drilling of wells~~ / ^{performing such operations} ~~but its charges therefor shall not exceed the prevailing rates in the / area and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced.~~ ^{state where the services were rendered} and such work shall be performed by Operator under the same terms and conditions as are customary and usual in the area in contracts of independent contractors who are doing work of a similar nature. All work performed or materials supplied by affiliates or related parties of Operator shall be performed or supplied at competitive rates, pursuant to written agreement, and in accordance with customs and standards prevailing in the industry.

2. Discharge of Joint Account Obligations: Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in Exhibit "C." Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

3. Protection from Liens: Operator shall pay, or cause to be paid, as and when they become due and payable, all accounts

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1 of contractors and suppliers and wages and salaries for services rendered or performed, and for materials supplied on, to or in
2 respect of the Contract Area or any operations for the joint account thereof, and shall keep the Contract Area free from
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1 liens and encumbrances resulting therefrom except for those resulting from a bona fide dispute as to services rendered or
 2 materials supplied.

3 4. Custody of Funds: Operator shall hold for the account of the Non-Operators any funds of the Non-Operators advanced
 4 or paid to the Operator, either for the conduct of operations hereunder or as a result of the sale of production from the
 5 Contract Area, and such funds shall remain the funds of the Non-Operators on whose account they are advanced or paid until
 6 used for their intended purpose or otherwise delivered to the Non-Operators or applied toward the payment of debts as
 7 provided in Article VII.B. Nothing in this paragraph shall be construed to establish a fiduciary relationship between Operator
 8 and Non-Operators for any purpose other than to account for Non-Operator funds as herein specifically provided. Nothing in
 9 this paragraph shall require the maintenance by Operator of separate accounts for the funds of Non-Operators unless the
 10 parties otherwise specifically agree.

11 5. Access to Contract Area and Records: Operator shall, except as otherwise provided herein, permit each ~~/ Non-Operator~~ ^{Consenting Party}
 12 or its duly authorized representative, ~~at the / Non-Operator's~~ ^{Consenting Party's} sole risk and cost, full and free access at all reasonable times to
 13 all operations of every kind and character being conducted for the joint account on the Contract Area and to the records of
 14 operations conducted thereon or production therefrom, including Operator's books and records relating thereto. Such access
 15 rights shall not be exercised in a manner interfering with Operator's conduct of an operation hereunder and shall not obligate
 16 Operator to furnish any geologic or geophysical data of an interpretive nature unless the cost of preparation of such
 17 interpretive data was charged to the joint account. Operator will furnish to each ~~/ Non-Operator~~ ^{Consenting Party} upon request copies of any
 18 and all reports and information obtained by Operator in connection with production and related items, including, without
 19 limitation, meter and chart reports, production purchaser statements, run tickets and monthly gauge reports, but excluding
 20 purchase contracts and pricing information to the extent not applicable to the production of the Non-Operator seeking the
 21 information. Any audit of Operator's records relating to amounts expended and the appropriateness of such expenditures
 22 shall be conducted in accordance with the audit protocol specified in Exhibit "C."

23 6. Filing and Furnishing Governmental Reports: Operator will file, and upon written request promptly furnish copies to
 24 each requesting ~~/ Non-Operator~~ ^{Consenting Party} not in default of its payment obligations, all operational notices, reports or applications
 25 required to be filed by local, State, Federal or Indian agencies or authorities having jurisdiction over operations hereunder.
 26 Each Non-Operator shall provide to Operator on a timely basis all information necessary to Operator to make such filings.

27 7. Drilling and Testing Operations: The following provisions shall apply to each well drilled ~~/ hereunder, including but not~~ ^{Sidetracked, Deepened, Completed, Recompleted or Plugged Back}
 28 ~~limited to the Initial Well:~~

29 (a) Operator will promptly advise ~~/ Non-Operators~~ ^{each Consenting Party} of the date on which the well is spudded, or the date on which
 30 drilling operations are commenced.

31 (b) Operator will send to ~~/ Non-Operators~~ ^{each Consenting Party} such reports, test results and notices regarding the progress of operations on the
 32 well as the ~~/ Non-Operators~~ ^{Consenting Parties} shall reasonably request, including, but not limited to, daily drilling reports, completion reports, and well logs.

33 (c) Operator shall adequately test all Zones encountered which may reasonably be expected to be capable of producing
 34 Oil and Gas in paying quantities as a result of examination of the electric log or any other logs or cores or tests conducted
 35 hereunder.

36 8. Cost Estimates: Upon request of any Consenting Party, Operator shall furnish estimates of current and cumulative costs
 37 incurred for the joint account at reasonable intervals during the conduct of any operation pursuant to this agreement.
 38 Operator shall not be held liable for errors in such estimates so long as the estimates are made in good faith.

39 9. Insurance: At all times while operations are conducted hereunder, Operator shall comply with the workers
 40 compensation law of the state where the operations are being conducted; provided, however, that Operator may be a self-
 41 insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall
 42 be as provided in Exhibit "C." Operator shall also carry or provide insurance for the benefit of the joint account of the parties
 43 as outlined in Exhibit "D" attached hereto and made a part hereof. Operator shall require all contractors engaged in work on
 44 or for the Contract Area to comply with the workers compensation law of the state where the operations are being conducted
 45 and to maintain such other insurance as Operator may require.

46 In the event automobile liability insurance is specified in said Exhibit "D," or subsequently receives the approval of the
 47 parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's automotive
 48 equipment.

49 **ARTICLE VI.**
 50 **DRILLING AND DEVELOPMENT**

51 **A. Initial Well:**

52 On or about the 15th day of January, 2021, Operator shall commence the drilling of the Initial
 53 Well at the following location:

54 Surface Location: Lat: 40.135759°N
 55 Long: 80.871596°W
 56 Bottom Hole Location: Lat: 40.100137°N
 57 Long: 80.851604°W

60 and shall thereafter continue the drilling of the well with due diligence to a **depth sufficient in the Operator's reasonable opinion, to**
 61 **adequately test the Utica / Point Pleasant formation with the Initial Well.**

65 The drilling of the Initial Well and the participation therein by all parties is obligatory, subject to Article VI.C.1. as to participation
 66 in Completion operations and Article VI.F. as to termination of operations and Article XI as to occurrence of force majeure.

67 **B. Subsequent Operations:**

68 1. Proposed Operations: If any party hereto should desire to drill any well on the Contract Area other than the Initial Well, or
 69 if any party should desire to Rework, Sidetrack, Deepen, Recomplete or Plug Back a dry hole or a well no longer capable of
 70 producing in paying quantities in which such party has not otherwise relinquished its interest in the proposed objective Zone under
 71 this agreement, the party desiring to drill, Rework, Sidetrack, Deepen, Recomplete or Plug Back such a well shall give written
 72 notice of the proposed operation to the parties who have not otherwise relinquished their interest in such objective Zone
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1 under this agreement and to all other parties in the case of a proposal for Sidetracking or Deepening, specifying the work to be
 2 performed, the location, proposed depth, objective Zone and the estimated cost of the operation. The parties to whom such a
 3 notice is delivered shall have thirty (30) days after receipt of the notice within which to notify the party proposing to do the work
 4 whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of a proposal to
 5 Rework, Sidetrack, Recomplete, Plug Back or Deepen may be given by telephone and the response period shall be limited to forty-
 6 eight (48) hours, ^{inclusive} ~~exclusive~~ of Saturday, Sunday and legal holidays. Failure of a party to whom such notice is delivered to reply
 7 within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation.
 8 Any proposal by a party to conduct an operation conflicting with the operation initially proposed shall be delivered to all parties
 9 within the time and in the manner provided in Article VI.B.6. **No Party may elect to participate in any well proposed pursuant to this**
 10 **Agreement with less than its full and undivided working interest in the Contract Area.**
 If all parties to whom such notice is delivered elect to participate in such a proposed operation, the parties shall be
 11 contractually committed to participate therein provided such operations are commenced within the time period hereafter set
 12 forth, and Operator shall, no later than ninety (90) days after expiration of the notice period of thirty (30) days (or as
 13 promptly as practicable after the expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case
 14 may be), actually commence the proposed operation and thereafter complete it with due diligence at the risk and expense of
 15 the parties participating therein; provided, however, said commencement date may be extended upon written notice of same
 16 by Operator to the other parties, for a period of up to thirty (30) additional days if, in the sole opinion of Operator, such
 17 additional time is reasonably necessary to obtain permits from governmental authorities, surface rights (including rights-of-
 18 way) or appropriate drilling equipment, or to complete title examination or curative matter required for title approval or
 19 acceptance. If the actual operation has not been commenced within the time provided (including any extension thereof as
 20 specifically permitted herein or in the force majeure provisions of Article XI) and if any party hereto still desires to conduct
 21 said operation, written notice proposing same must be resubmitted to the other parties in accordance herewith as if no prior
 22 proposal had been made. Those parties that did not participate in the drilling of a well for which a proposal to Deepen or
 23 Sidetrack is made hereunder shall, if such parties desire to participate in the proposed Deepening or Sidetracking operation,
 24 reimburse the Drilling Parties in accordance with Article VI.B.4. in the event of a Deepening operation and in accordance
 25 with Article VI.B.5. in the event of a Sidetracking operation.

26 2. Operations by Less Than All Parties:

27 (a) Determination of Participation. If any party to whom such notice is delivered as provided in Article VI.B.1. or
 28 VI.C.1. (Option No. 2) elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this
 29 Article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, no
 30 later than ninety (90) days after the expiration of the notice period of thirty (30) days (or as promptly as practicable after the
 31 expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case may be) actually commence the
 32 proposed operation * and complete it with due diligence. Operator shall perform all work for the account of the Consenting
 33 Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party,
 34 the Consenting Parties shall either: (i) request Operator to perform the work required by such proposed operation for the
 35 account of the Consenting Parties, or (ii) designate one of the Consenting Parties as Operator to perform such work. The
 36 rights and duties granted to and imposed upon the Operator under this agreement are granted to and imposed upon the party
 37 designated as Operator for an operation in which the original Operator is a Non-Consenting Party. Consenting Parties, when
 38 conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this
 39 agreement. ***Nothing contained herein shall prohibit Operator from actually commencing the proposed operation before the**
 40 **expiration of the notice period, nor shall such commencement affect in any way the validity of a party's election or deemed election.**
 If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the
 41 applicable notice period, shall advise all Parties of the total interest of the parties approving such operation and its
 42 recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party,
 43 within forty-eight (48) hours (exclusive of Saturday, Sunday, and legal holidays) after delivery of such notice, shall advise the
 44 proposing party of its desire to (i) limit participation to such party's interest as shown on Exhibit "A" or (ii) carry only its
 45 proportionate part (determined by dividing such party's interest in the Contract Area by the interests of all Consenting Parties in
 46 the Contract Area) of Non-Consenting Parties' interests, or (iii) carry its proportionate part (determined as provided in (ii)) of
 47 Non-Consenting Parties' interests together with all or a portion of its proportionate part of any Non-Consenting Parties'
 48 interests that any Consenting Party did not elect to take. Any interest of Non-Consenting Parties that is not carried by a
 49 Consenting Party shall be deemed to be carried by the party proposing the operation if such party does not withdraw its
 50 proposal. Failure to advise the proposing party within the time required shall be deemed an election under (i). In the event a
 51 drilling rig is on location, notice may be given by telephone, and the time permitted for such a response shall not exceed a
 52 total of forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays). The proposing party, at its election, may
 53 withdraw such proposal if there is less than 100% participation and shall notify all parties of such decision within ten (10)
 54 days, or within twenty-four (24) hours if a drilling rig is on location, following expiration of the applicable response period.
 55 If 100% subscription to the proposed operation is obtained, the proposing party shall promptly notify the Consenting Parties
 56 of their proportionate interests in the operation and the party serving as Operator shall commence such operation within the
 57 period provided in Article VI.B.1., subject to the same extension right as provided therein.

58 (b) Relinquishment of Interest for Non-Participation. The entire cost and risk of conducting such operations shall be
 59 borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding
 60 paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and
 61 encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results
 62 in a dry hole, then subject to Articles VI.B.6. and VI.E.3., the Consenting Parties shall plug and abandon the well and restore
 63 the surface location at their sole cost, risk and expense; provided, however, that those Non-Consenting Parties that
 64 participated in the drilling, Deepening or Sidetracking of the well shall remain liable for, and shall pay, their proportionate
 65 shares of the cost of plugging and abandoning the well and restoring the surface location insofar only as those costs were not
 66 increased by the subsequent operations of the Consenting Parties. If any well drilled, Reworked, Sidetracked, Deepened,
 67 Recompleted or Plugged Back under the provisions of this Article results in a well capable of producing Oil and/or Gas in
 68 paying quantities, the Consenting Parties shall Complete and equip the well to produce at their sole cost and risk, and the
 69 well shall then be turned over to Operator (if the Operator did not conduct the operation) and shall be operated by it at the
 70 expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, Reworking,
 71 Sidetracking, Recompleting, Deepening or Plugging Back of any such well by Consenting Parties in accordance with the
 72 provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the
 73 Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-

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1 Consenting Party's interest in the well and share of production therefrom or, in the case of a Reworking, Sidetracking,
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1 Deepening, Recompleting or Plugging Back, or a Completion pursuant to Article VI.C.1. Option No. 2, all of such Non-
2 Consenting Party's interest in the production obtained from the operation in which the Non-Consenting Party did not elect
3 to participate. Such relinquishment shall be effective until the proceeds of the sale of such share, calculated at the well, or
4 market value thereof if such share is not sold (after deducting applicable ad valorem, production, severance, and excise taxes,
5 royalty, overriding royalty and other interests not excepted by Article III.C. payable out of or measured by the production
6 from such well accruing with respect to such interest until it reverts), shall equal the total of the following:

7 (i) 500 % of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment
8 beyond the wellhead connections (including but not limited to stock tanks, separators, treaters, pumping equipment and
9 piping), plus ~~100%~~^{500%} of each such Non-Consenting Party's share of the cost of operation of the well commencing with first
10 production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other
11 provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that
12 interest which would have been chargeable to such Non-Consenting Party had it participated in the well from the beginning
13 of the operations; and

14 (ii) 500 % of (a) that portion of the costs and expenses of drilling, Reworking, Sidetracking, Deepening,
15 Plugging Back, testing, Completing, and Recompleting, after deducting any cash contributions received under Article VIII.C.,
16 and of (b) that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections),
17 which would have been chargeable to such Non-Consenting Party if it had participated therein.

18 Notwithstanding anything to the contrary in this Article VI.B., if the well does not reach the deepest objective Zone
19 described in the notice proposing the well for reasons other than the encountering of granite or practically impenetrable
20 substance or other condition in the hole rendering further operations impracticable, Operator shall give notice thereof to each
21 Non-Consenting Party who submitted or voted for an alternative proposal under Article VI.B.6. to drill the well to a
22 shallower Zone than the deepest objective Zone proposed in the notice under which the well was drilled, and each such Non-
23 Consenting Party shall have the option to participate in the initial proposed Completion of the well by paying its share of the
24 cost of drilling the well to its actual depth, calculated in the manner provided in Article VI.B.4. (a). If any such Non-
25 Consenting Party does not elect to participate in the first Completion proposed for such well, the relinquishment provisions
26 of this Article VI.B.2. (b) shall apply to such party's interest.

27 (c) Reworking, Recompleting or Plugging Back. An election not to participate in the drilling, Sidetracking or
28 Deepening of a well shall be deemed an election not to participate in any Reworking or Plugging Back operation proposed in
29 such a well, or portion thereof, to which the initial non-consent election applied that is conducted at any time prior to full
30 recovery by the Consenting Parties of the Non-Consenting Party's recoupment amount. Similarly, an election not to
31 participate in the Completing or Recompleting of a well shall be deemed an election not to participate in any Reworking
32 operation proposed in such a well, or portion thereof, to which the initial non-consent election applied that is conducted at
33 any time prior to full recovery by the Consenting Parties of the Non-Consenting Party's recoupment amount. Any such
34 Reworking, Recompleting or Plugging Back operation conducted during the recoupment period shall be deemed part of the
35 cost of operation of said well and there shall be added to the sums to be recouped by the Consenting Parties 500 % of
36 that portion of the costs of the Reworking, Recompleting or Plugging Back operation which would have been chargeable to
37 such Non-Consenting Party had it participated therein. If such a Reworking, Recompleting or Plugging Back operation is
38 proposed during such recoupment period, the provisions of this Article VI.B. shall be applicable as between said Consenting
39 Parties in said well.

40 (d) Recoupment Matters. During the period of time Consenting Parties are entitled to receive Non-Consenting Party's
41 share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all ad valorem,
42 production, severance, excise, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to
43 Non-Consenting Party's share of production not excepted by Article III.C.

44 In the case of any Reworking, Sidetracking, Plugging Back, Recompleting or Deepening operation, the Consenting
45 Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all
46 such equipment shall remain unchanged; and upon abandonment of a well after such Reworking, Sidetracking, Plugging Back,
47 Recompleting or Deepening, the Consenting Parties shall account for all such equipment to the owners thereof, with each
48 party receiving its proportionate part in kind or in value, less cost of salvage.

49 Within ninety (90) days after the completion of any operation under this Article, the party conducting the operations
50 for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to
51 the well, and an itemized statement of the cost of drilling, Sidetracking, Deepening, Plugging Back, testing, Completing,
52 Recompleting, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement
53 of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the
54 Consenting Parties are being reimbursed as provided above, the party conducting the operations for the Consenting Parties
55 shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of
56 the well, together with a statement of the quantity of Oil and Gas produced from it and the amount of proceeds realized from
57 the sale of the well's working interest production during the preceding month. In determining the quantity of Oil and Gas
58 produced during any month, Consenting Parties shall use industry accepted methods such as but not limited to metering or
59 periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with
60 any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited
61 against the total unreturned costs of the work done and of the equipment purchased in determining when the interest of such
62 Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-
63 Consenting Party.

64 If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided
65 for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it as of ~~7:00 a.m. on the~~ ^{first day of the month}
66 following the day on which such recoupment occurs, and, from and after such reversion, such Non-Consenting Party shall
67 own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as
68 such Non-Consenting Party would have been entitled to had it participated in the drilling, Sidetracking, Reworking,
69 Deepening, Recompleting or Plugging Back of said well. Thereafter, such Non-Consenting Party shall be charged with and
70 shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this
71 agreement and Exhibit "C" attached hereto.

72 3. Stand-By Costs: When a well which has been drilled or Deepened has reached its authorized depth and all tests have
73 been completed and the results thereof furnished to the parties, or when operations on the well have been otherwise
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1 terminated pursuant to Article VI.F., stand-by costs incurred pending response to a party's notice proposing a Reworking,
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1 Sidetracking, Deepening, Recompleting, Plugging Back or Completing operation in such a well (including the period required
 2 under Article VI.B.6. to resolve competing proposals) shall be charged and borne as part of the drilling or Deepening
 3 operation just completed. Stand-by costs subsequent to all parties responding, or expiration of the response time permitted,
 4 whichever first occurs, and prior to agreement as to the participating interests of all Consenting Parties pursuant to the terms
 5 of the second grammatical paragraph of Article VI.B.2. (a), shall be charged to and borne as part of the proposed operation,
 6 but if the proposal is subsequently withdrawn because of insufficient participation, such stand-by costs shall be allocated
 7 between the Consenting Parties in the proportion each Consenting Party's interest as shown on Exhibit "A" bears to the total
 8 interest as shown on Exhibit "A" of all Consenting Parties.

9 In the event that notice for a Sidetracking operation is given while the drilling rig to be utilized is on location, any party
 10 may request and receive up to five (5) additional days after expiration of the forty-eight-hour response period specified in
 11 Article VI.B.1. within which to respond by paying for all stand-by costs and other costs incurred during such extended
 12 response period; Operator may require such party to pay the estimated stand-by time in advance as a condition to extending
 13 the response period. If more than one party elects to take such additional time to respond to the notice, standby costs shall be
 14 allocated between the parties taking additional time to respond on a day-to-day basis in the proportion each electing party's
 15 interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all the electing parties.

16 4. Deepening: If less than all parties elect to participate in a drilling, Sidetracking, or Deepening operation proposed
 17 pursuant to Article VI.B.1., the interest relinquished by the Non-Consenting Parties to the Consenting Parties under Article
 18 VI.B.2. shall relate only and be limited to the lesser of (i) the total depth actually drilled or (ii) the objective depth or Zone
 19 of which the parties were given notice under Article VI.B.1. (~~"Initial Objective"~~). ~~Such well shall not be Deepened beyond the~~
 20 Initial Objective without first complying with this Article to afford the Non-Consenting Parties the opportunity to participate
 21 in the Deepening operation.

22 In the event any Consenting Party desires to drill or Deepen a Non-Consent Well ~~to a depth below the Initial Objective,~~
 23 such party shall give notice thereof, complying with the requirements of Article VI.B.1., to all parties (including Non-
 24 Consenting Parties). Thereupon, Articles VI.B.1. and 2. shall apply and all parties receiving such notice shall have the right to
 25 participate or not participate in the Deepening of such well pursuant to said Articles VI.B.1. and 2. If a Deepening operation
 26 is approved pursuant to such provisions, and if any Non-Consenting Party elects to participate in the Deepening operation,
 27 such Non-Consenting party shall pay or make reimbursement (as the case may be) of the following costs and expenses.

28 (a) If the proposal to Deepen is made prior to the Completion of such well as a well capable of producing in paying
 29 quantities, such Non-Consenting Party shall pay (or reimburse Consenting Parties for, as the case may be) that share of costs
 30 and expenses incurred in connection with the drilling of said well from the surface to the Initial Objective which Non-
 31 Consenting Party would have paid had such Non-Consenting Party agreed to participate therein, plus the Non-Consenting
 32 Party's share of the cost of Deepening and of participating in any further operations on the well in accordance with the other
 33 provisions of this Agreement; provided, however, all costs for testing and Completion or attempted Completion of the well
 34 incurred by Consenting Parties prior to the point of actual operations to Deepen beyond the Initial Objective shall be for the
 35 sole account of Consenting Parties.

36 (b) If the proposal is made for a Non-Consent Well that has been previously Completed as a well capable of producing
 37 in paying quantities, but is no longer capable of producing in paying quantities, such Non-Consenting Party shall pay (or
 38 reimburse Consenting Parties for, as the case may be) its proportionate share of all costs of drilling, Completing, and
 39 equipping said well from the surface to the Initial Objective, calculated in the manner provided in paragraph (a) above, less
 40 those costs recouped by the Consenting Parties from the sale of production from the well. The Non-Consenting Party shall
 41 also pay its proportionate share of all costs of re-entering said well. The Non-Consenting Parties' proportionate part (based
 42 on the percentage of such well Non-Consenting Party would have owned had it previously participated in such Non-Consent
 43 Well) of the costs of salvable materials and equipment remaining in the hole and salvable surface equipment used in
 44 connection with such well shall be determined in accordance with Exhibit "C." If the Consenting Parties have recouped the
 45 cost of drilling, Completing, and equipping the well at the time such Deepening operation is conducted, then a Non-
 46 Consenting Party may participate in the Deepening of the well with no payment for costs incurred prior to re-entering the
 47 well for Deepening

48 The foregoing shall not imply a right of any Consenting Party to propose any Deepening for a Non-Consent Well prior
 49 to the drilling of such well to its Initial Objective without the consent of the other Consenting Parties as provided in Article
 50 VI.F.

51 5. Sidetracking: Any party having the right to participate in a proposed Sidetracking operation that does not own an
 52 interest in the affected wellbore at the time of the notice shall, upon electing to participate, tender to the wellbore owners its
 53 proportionate share (equal to its interest in the Sidetracking operation) of the value of that portion of the existing wellbore
 54 to be utilized as follows:

55 (a) If the proposal is for Sidetracking an existing dry hole, reimbursement shall be on the basis of the actual costs
 56 incurred in the initial drilling of the well down to the depth at which the Sidetracking operation is initiated.

57 (b) If the proposal is for Sidetracking a well which has previously produced, reimbursement shall be on the basis of
 58 such party's proportionate share of drilling and equipping costs incurred in the initial drilling of the well down to the depth
 59 at which the Sidetracking operation is conducted, calculated in the manner described in Article VI.B.4(b) above. Such party's
 60 proportionate share of the cost of the well's salvable materials and equipment down to the depth at which the Sidetracking
 61 operation is initiated shall be determined in accordance with the provisions of Exhibit "C."

62 6. Order of Preference of Operations. Except as otherwise specifically provided in this agreement, if any party desires to
 63 propose the conduct of an operation that conflicts with a proposal that has been made by a party under this Article VI, such
 64 party shall have fifteen (15) days from delivery of the initial proposal, in the case of a proposal to drill a well or to perform
 65 an operation on a well where no drilling rig is on location, or twenty-four (24) hours, exclusive of Saturday, Sunday and legal
 66 holidays, from delivery of the initial proposal, if a drilling rig is on location for the well on which such operation is to be
 67 conducted, to deliver to all parties entitled to participate in the proposed operation such party's alternative proposal, such
 68 alternate proposal to contain the same information required to be included in the initial proposal. Each party receiving such
 69 proposals shall elect by delivery of notice to Operator within five (5) days after expiration of the proposal period, or within
 70 twenty-four (24) hours (exclusive of Saturday, Sunday and legal holidays) if a drilling rig is on location for the well that is the
 71 subject of the proposals, to participate in one of the competing proposals. Any party not electing within the time required
 72 shall be deemed not to have voted. The proposal receiving the vote of parties owning the largest aggregate percentage
 73 interest of the parties voting shall have priority over all other competing proposals; in the case of a tie vote, the
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1 initial proposal shall prevail. Operator shall deliver notice of such result to all parties entitled to participate in the operation
 2 within five (5) days after expiration of the election period (or within twenty-four (24) hours, exclusive of Saturday, Sunday
 3 and legal holidays, if a drilling rig is on location). Each party shall then have two (2) days (or twenty-four (24) hours if a rig
 4 is on location) from receipt of such notice to elect by delivery of notice to Operator to participate in such operation or to
 5 relinquish interest in the affected well pursuant to the provisions of Article VI.B.2.; failure by a party to deliver notice within
 6 such period shall be deemed an election not to participate in the prevailing proposal.

7 7. Conformity to Spacing Pattern. Notwithstanding the provisions of this Article VI.B.2., it is agreed that no wells shall be
 8 proposed to be drilled to or Completed in or produced from a Zone from which a well located elsewhere on the Contract
 9 Area is producing, unless such well conforms to the then-existing well spacing pattern for such Zone.

10 8. Paying Wells. No party shall conduct any Reworking, Deepening, Plugging Back, Completion, Recompletion, or
 11 Sidetracking operation under this agreement with respect to any well then capable of producing in paying quantities except
 12 with the consent of all parties that have not relinquished interests in the well at the time of such operation.

13 **C. Completion of Wells; Reworking and Plugging Back:**

14 1. Completion: Without the consent of all parties, no well shall be drilled, Deepened or Sidetracked, except any well
 15 drilled, Deepened or Sidetracked pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the drilling,
 16 Deepening or Sidetracking shall include:

- 17 Option No. 1: ~~AF~~ / necessary expenditures for the drilling, Deepening, equipping of the well, including tankage and/or surface
 18 facilities. ~~See also Article XVI.E.~~
 19 Option No. 2: ~~AF~~ / necessary expenditures for the drilling, Deepening or Sidetracking and testing of the well. When
 20 such well has reached its authorized depth, and all logs, cores and other tests have been completed, and the results
 21 thereof furnished to the parties, Operator shall give immediate notice to the Non-Operators having the right to
 22 participate in a Completion attempt whether or not Operator recommends attempting to Complete the well,
 23 together with Operator's AFE for Completion costs if not previously provided. The parties receiving such notice
 24 shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) in which to elect by delivery of
 25 notice to Operator to participate in a recommended Completion attempt or to make a Completion proposal with an
 26 accompanying AFE. Operator shall deliver any such Completion proposal, or any Completion proposal conflicting
 27 with Operator's proposal, to the other parties entitled to participate in such Completion in accordance with the
 28 procedures specified in Article VI.B.6. Election to participate in a Completion attempt shall include consent to all
 29 necessary expenditures for the Completing and equipping of such well, including necessary tankage and/or surface
 30 facilities but excluding any stimulation operation not contained on the Completion AFE. Failure of any party
 31 receiving such notice to reply within the period above fixed shall constitute an election by that party not to
 32 participate in the cost of the Completion attempt; provided, that Article VI.B.6. shall control in the case of
 33 conflicting Completion proposals. If one or more, but less than all of the parties, elect to attempt a Completion, the
 34 provision of Article VI.B.2. hereof (the phrase "Reworking, Sidetracking, Deepening, Recompleting or Plugging
 35 Back" as contained in Article VI.B.2. shall be deemed to include "Completing") shall apply to the operations
 36 thereafter conducted by less than all parties; provided, however, that Article VI.B.2. shall apply separately to each
 37 separate Completion or Recompletion attempt undertaken hereunder, and an election to become a Non-Consenting
 38 Party as to one Completion or Recompletion attempt shall not prevent a party from becoming a Consenting Party
 39 in subsequent Completion or Recompletion attempts regardless whether the Consenting Parties as to earlier
 40 Completions or Recompletion have recouped their costs pursuant to Article VI.B.2.; provided further, that any
 41 recoupment of costs by a Consenting Party shall be made solely from the production attributable to the Zone in
 42 which the Completion attempt is made. Election by a previous Non-Consenting party to participate in a subsequent
 43 Completion or Recompletion attempt shall require such party to pay its proportionate share of the cost of salvable
 44 materials and equipment installed in the well pursuant to the previous Completion or Recompletion attempt,
 45 insofar and only insofar as such materials and equipment benefit the Zone in which such party participates in a
 46 Completion attempt. **See also Article XVI.E.**

47 2. Rework, Recomplete or Plug Back: No well shall be Reworked, Recompleted or Plugged Back except a well Reworked,
 48 Recompleted, or Plugged Back pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the Reworking,
 49 Recompleting or Plugging Back of a well shall include all necessary expenditures in conducting such operations and
 50 Completing and equipping of said well, including necessary tankage and/or surface facilities.

51 **D. Other Operations:**

52 Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Fifty Thousand
 53 _____ Dollars (\$ 50,000.00) except in connection with the
 54 drilling, Sidetracking, Reworking, Deepening, Completing, Recompleting or Plugging Back of a well that has been previously
 55 authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden
 56 emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion
 57 are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the
 58 emergency to the other parties. If Operator prepares an AFE for its own use, Operator shall furnish any Non-Operator so
 59 requesting an information copy thereof for any single project costing in excess of Fifty Thousand Dollars
 60 (\$50,000.00). Any party who has not relinquished its interest in a well shall have the right to propose that
 61 Operator perform repair work or undertake the installation of artificial lift equipment or ancillary production facilities such as
 62 salt water disposal wells or to conduct additional work with respect to a well drilled hereunder or other similar project (but
 63 not including the installation of gathering lines or other transportation or marketing facilities, the installation of which shall
 64 be governed by separate agreement between the parties) reasonably estimated to require an expenditure in excess of the
 65 amount first set forth above in this Article VI.D. (except in connection with an operation required to be proposed under
 66 Articles VI.B.1. or VI.C.1. Option No. 2, which shall be governed exclusively by those Articles). Operator shall deliver such
 67 proposal to all parties entitled to participate therein. If within thirty (30) days thereof Operator secures the written consent
 68 of any party or parties owning at least 80 % of the interests of the parties entitled to participate in such operation,
 69 each party having the right to participate in such project shall be bound by the terms of such proposal and shall be obligated
 70 to pay its proportionate share of the costs of the proposed project as if it had consented to such project pursuant to the terms
 71 of the proposal.

72 **E. Abandonment of Wells:**

73 1. Abandonment of Dry Holes: Except for any well drilled or Deepened pursuant to Article VI.B.2., any well which has
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1 been drilled or Deepened under the terms of this agreement and is proposed to be completed as a dry hole shall not be
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1 plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any
 2 party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after
 3 delivery of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the
 4 proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the
 5 cost, risk and expense of the parties who participated in the cost of drilling or Deepening such well. Any party who objects to
 6 plugging and abandoning such well by notice delivered to Operator within forty-eight (48) hours (exclusive of Saturday,
 7 Sunday and legal holidays) after delivery of notice of the proposed plugging shall take over the well as of the end of such
 8 forty-eight (48) hour notice period and conduct further operations in search of Oil and/or Gas subject to the provisions of
 9 Article VI.B.; failure of such party to provide proof reasonably satisfactory to Operator of its financial capability to conduct
 10 such operations or to take over the well within such period or thereafter to conduct operations on such well or plug and
 11 abandon such well shall entitle Operator to retain or take possession of the well and plug and abandon the well. The party
 12 taking over the well shall indemnify Operator (if Operator is an abandoning party) and the other abandoning parties against
 13 liability for any further operations conducted on such well except for the costs of plugging and abandoning the well and
 14 restoring the surface, for which the abandoning parties shall remain proportionately liable.

15 2. Abandonment of Wells That Have Produced: Except for any well in which a Non-Consent operation has been
 16 conducted hereunder for which the Consenting Parties have not been fully reimbursed as herein provided, any well which has
 17 been completed as a producer shall not be plugged and abandoned without the consent of all parties ~~who participated in the cost of drilling the well~~. If all parties consent to
 18 such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk
 19 and expense of all the parties hereto. Failure of a party to reply within sixty (60) days of delivery of notice of proposed
 20 abandonment shall be deemed an election to consent to the proposal. If, within sixty (60) days after delivery of notice of the
 21 proposed abandonment of any well, all parties do not agree to the abandonment of such well, those wishing to continue its
 22 operation from the Zone then open to production shall be obligated to take over the well as of the expiration of the
 23 applicable notice period and shall indemnify Operator (if Operator is an abandoning party) and the other abandoning parties
 24 ~~with respect to the well, including the costs of plugging and abandoning the well and restoring the surface~~ against liability for any further operations ~~on the well conducted by such parties~~. Failure of such party or parties to provide
 25 proof reasonably satisfactory to Operator of their financial capability to conduct such operations or to take over the well
 26 within the required period or thereafter to conduct operations on such well shall entitle operator to retain or take possession
 27 of such well and plug and abandon the well.

28 Parties taking over a well as provided herein shall tender to each of the other parties its proportionate share of the value of
 29 the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C," less the estimated cost
 30 of salvaging and the estimated cost of plugging and abandoning and restoring the surface; provided, however, that in the event
 31 the estimated plugging and abandoning and surface restoration costs and the estimated cost of salvaging are higher than the
 32 value of the well's salvable material and equipment, each of the abandoning parties shall tender to the parties continuing
 33 operations their proportionate shares of the estimated excess cost. Each abandoning party shall assign to the non-abandoning
 34 parties, without warranty, express or implied, as to title or as to quantity, or fitness for use of the equipment and material, all
 35 of its interest in the wellbore of the well and related equipment, together with its interest in the Leasehold insofar and only
 36 insofar as such Leasehold covers the right to obtain production from that wellbore in the Zone then open to production. If the
 37 interest of the abandoning party is or includes an Oil and Gas Interest, such party shall execute and deliver to the non-
 38 abandoning party or parties an oil and gas lease, limited to the wellbore and the Zone then open to production, for a term of
 39 one (1) year and so long thereafter as Oil and/or Gas is produced from the Zone covered thereby, such lease to be on the form
 40 attached as Exhibit "B." The assignments or leases so limited shall encompass the Drilling Unit upon which the well is located.
 41 The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their
 42 respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract
 43 Area of all assignees. There shall be no readjustment of interests in the remaining portions of the Contract Area.

44 Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production
 45 from the well in the Zone then open other than the royalties retained in any lease made under the terms of this Article. Upon
 46 request, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and
 47 charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate
 48 ownership of the assigned well. Upon proposed abandonment of the producing Zone assigned or leased, the assignor or lessor
 49 shall then have the option to repurchase its prior interest in the well (using the same valuation formula) and participate in
 50 further operations therein subject to the provisions hereof.

51 3. Abandonment of Non-Consent Operations: The provisions of Article VI.E.1. or VI.E.2. above shall be applicable as
 52 between Consenting Parties in the event of the proposed abandonment of any well excepted from said Articles; provided,
 53 however, no well shall be permanently plugged and abandoned unless and until all parties having the right to conduct further
 54 operations therein have been notified of the proposed abandonment and afforded the opportunity to elect to take over the well
 55 in accordance with the provisions of this Article VI.E.; and provided further, that Non-Consenting Parties who own an interest
 56 in a portion of the well shall pay their proportionate shares of abandonment and surface restoration cost for such well as
 57 provided in Article VI.B.2.(b).

58 **F. Termination of Operations:**

59 Upon the commencement of an operation for the drilling, Reworking, Sidetracking, Plugging Back, Deepening, testing,
 60 Completion or plugging of a well, including but not limited to the Initial Well, such operation shall not be terminated without
 61 consent of parties bearing 80% of the costs of such operation; provided, however, that in the event granite or other
 62 practically impenetrable substance or condition in the hole is encountered which renders further operations impractical,
 63 Operator may discontinue operations and give notice of such condition in the manner provided in Article VI.B.1, and the
 64 provisions of Article VI.B. or VI.E. shall thereafter apply to such operation, as appropriate.

65 **G. Taking Production in Kind:**

66 **Option No. 1: Gas Balancing Agreement Attached**

67 Each party shall take in kind or separately dispose of its proportionate share of all Oil and Gas produced from the
 68 Contract Area, exclusive of production which may be used in development and producing operations and in preparing and
 69 treating Oil and Gas for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking
 70 in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any
 71 party taking its share of production in kind shall be required to pay for only its proportionate share of such part of
 72 Operator's surface facilities which it uses.

73 Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in
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1 production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment
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1 directly from the purchaser thereof for its share of all production.
 2 If any party fails to make the arrangements necessary to take in kind or separately dispose of its proportionate
 3 share of the Oil produced from the Contract Area, Operator shall have the right, subject to the revocation at will by
 4 the party owning it, but not the obligation, to purchase such Oil or sell it to others at any time and from time to
 5 time, for the account of the non-taking party. Any such purchase or sale by Operator may be terminated by
 6 Operator upon at least ten (10) days written notice to the owner of said production and shall be subject always to
 7 the right of the owner of the production upon at least ten (10) days written notice to Operator to exercise at any
 8 time its right to take in kind, or separately dispose of, its share of all Oil not previously delivered to a purchaser.
 9 Any purchase or sale by Operator of any other party's share of Oil shall be only for such reasonable periods of time
 10 as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a
 11 period in excess of one (1) year.

12 Any such sale by Operator shall be in a manner commercially reasonable under the circumstances but Operator
 13 shall have no duty to share any existing market or to obtain a price equal to that received under any existing
 14 market. The sale or delivery by Operator of a non-taking party's share of Oil under the terms of any existing
 15 contract of Operator shall not give the non-taking party any interest in or make the non-taking party a party to said
 16 contract. No purchase shall be made by Operator without first giving the non-taking party at least ten (10) days
 17 written notice of such intended purchase and the price to be paid or the pricing basis to be used.

18 All parties shall give timely written notice to Operator of their Gas marketing arrangements for the following
 19 month, excluding price, and shall notify Operator immediately in the event of a change in such arrangements.
 20 Operator shall maintain records of all marketing arrangements, and of volumes actually sold or transported, which
 21 records shall be made available to Non-Operators upon reasonable request.

22 In the event one or more parties' separate disposition of its share of the Gas causes split-stream deliveries to separate
 23 pipelines and/or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportion-
 24 ate share of total Gas sales to be allocated to it, the balancing or accounting between the parties shall be in accordance with
 25 any Gas balancing agreement between the parties hereto, whether such an agreement is attached as Exhibit "E" or is a
 26 separate agreement. Operator shall give notice to all parties of the first sales of Gas from any well under this agreement.

27 ~~Option No. 2: No Gas Balancing Agreement:~~
 28 ~~Each party shall take in kind or separately dispose of its proportionate share of all Oil and Gas produced from~~
 29 ~~the Contract Area, exclusive of production which may be used in development and producing operations and in~~
 30 ~~preparing and treating Oil and Gas for marketing purposes and production unavoidably lost. Any extra expenditures~~
 31 ~~incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall~~
 32 ~~be borne by such party. Any party taking its share of production in kind shall be required to pay for only its~~
 33 ~~proportionate share of such part of Operator's surface facilities which it uses.~~
 34 ~~Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in~~
 35 ~~production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment~~
 36 ~~directly from the purchaser thereof for its share of all production.~~
 37 ~~If any party fails to make the arrangements necessary to take in kind or separately dispose of its proportionate~~
 38 ~~share of the Oil and/or Gas produced from the Contract Area, Operator shall have the right, subject to the~~
 39 ~~revocation at will by the party owning it, but not the obligation, to purchase such Oil and/or Gas or sell it to others~~
 40 ~~at any time and from time to time, for the account of the non-taking party. Any such purchase or sale by Operator~~
 41 ~~may be terminated by Operator upon at least ten (10) days written notice to the owner of said production and shall~~
 42 ~~be subject always to the right of the owner of the production upon at least ten (10) days written notice to Operator~~
 43 ~~to exercise its right to take in kind, or separately dispose of, its share of all Oil and/or Gas not previously delivered~~
 44 ~~to a purchaser; provided, however, that the effective date of any such revocation may be deferred at Operator's~~
 45 ~~election for a period not to exceed ninety (90) days if Operator has committed such production to a purchase~~
 46 ~~contract having a term extending beyond such ten (10) day period. Any purchase or sale by Operator of any other~~
 47 ~~party's share of Oil and/or Gas shall be only for such reasonable periods of time as are consistent with the~~
 48 ~~minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1)~~
 49 ~~year.~~
 50 ~~Any such sale by Operator shall be in a manner commercially reasonable under the circumstances, but Operator~~
 51 ~~shall have no duty to share any existing market or transportation arrangement or to obtain a price or transportation~~
 52 ~~fee equal to that received under any existing market or transportation arrangement. The sale or delivery by~~
 53 ~~Operator of a non-taking party's share of production under the terms of any existing contract of Operator shall not~~
 54 ~~give the non-taking party any interest in or make the non-taking party a party to said contract. No purchase of Oil~~
 55 ~~and Gas and no sale of Gas shall be made by Operator without first giving the non-taking party ten days written~~
 56 ~~notice of such intended purchase or sale and the price to be paid or the pricing basis to be used. Operator shall give~~
 57 ~~notice to all parties of the first sale of Gas from any well under this Agreement.~~
 58 ~~All parties shall give timely written notice to Operator of their Gas marketing arrangements for the following~~
 59 ~~month, excluding price, and shall notify Operator immediately in the event of a change in such arrangements.~~
 60 ~~Operator shall maintain records of all marketing arrangements, and of volumes actually sold or transported, which~~
 61 ~~records shall be made available to Non-Operators upon reasonable request.~~

62 **ARTICLE VII.**

63 **EXPENDITURES AND LIABILITY OF PARTIES**

64 **A. Liability of Parties:**

65 The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations,
 66 and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the
 67 liens granted among the parties in Article VII.B. are given to secure only the debts of each severally, and no party shall have
 68 any liability to third parties hereunder to satisfy the default of any other party in the payment of any expense or obligation
 69 hereunder. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other
 70 partnership, joint venture, agency relationship or association, or to render the parties liable as partners, co-venturers, or
 71 principals. In their relations with each other under this agreement, the parties shall not be considered fiduciaries or to have
 72 established a confidential relationship but rather shall be free to act on an arm's-length basis in accordance with their own
 73 respective self-interest, subject, however, to the obligation of the parties to act in good faith in their dealings with each other
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1 with respect to activities hereunder.
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B. Liens and Security Interests:

Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid hereunder, the assignment or relinquishment of interest in Oil and Gas Leases as required hereunder, and the proper performance of operations hereunder. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from gas imbalances or from the sale of Oil and/or Gas at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

To perfect the lien and security agreement provided herein, each party hereto shall execute and acknowledge the recording supplement and/or any financing statement prepared and submitted by any party hereto in conjunction herewith or at any time following execution hereof, and Operator is authorized to file this agreement or the recording supplement executed herewith as a lien or mortgage in the applicable real estate records and as a financing statement with the proper officer under the Uniform Commercial Code in the state in which the Contract Area is situated and such other states as Operator shall deem appropriate to perfect the security interest granted hereunder. Any party may file this agreement, the recording supplement executed herewith, or such other documents as it deems necessary as a lien or mortgage in the applicable real estate records and/or a financing statement with the proper officer under the Uniform Commercial Code.

Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by this Article VII.B. as to all obligations attributable to such interest hereunder whether or not such obligations arise before or after such interest is acquired.

To the extent that parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interests or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest as provided in "Exhibit C," has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.

If any party fails to pay its share of cost within one hundred twenty (120) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in Article VII.B., and each paying party may independently pursue any remedy available hereunder or otherwise.

If any party does not perform all of its obligations hereunder, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisal of the mortgaged or secured property prior to sale, any available right / to stay execution or to require a marshaling of assets / and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.

Each party agrees that the other parties shall be entitled to utilize the provisions of Oil and Gas lien law or other lien law of any state in which the Contract Area is situated to enforce the obligations of each party hereunder. Without limiting the generality of the foregoing, to the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due hereunder for services performed or materials supplied by Operator.

C. Advances:

Operator, at its election, shall have the right from time to time to demand and receive from one or more of the other parties payment in advance of their respective shares of the estimated amount of the expense to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within ~~fifteen (15)~~ ^{thirty (30)} days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual expense to the end that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.

D. Defaults and Remedies:

If any party fails to discharge any financial obligation under this agreement, including without limitation the failure to make any advance under the preceding Article VII.C. or any other provision of this agreement, within the period required for such payment hereunder, then in addition to the remedies provided in Article VII.B. or elsewhere in this agreement, the

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1 remedies specified below shall be applicable. For purposes of this Article VII.D., all notices and elections shall be delivered
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1 only by Operator, except that Operator shall deliver any such notice and election requested by a non-defaulting Non-Operator,
 2 and when Operator is the party in default, the applicable notices and elections can be delivered by any Non-Operator.
 3 Election of any one or more of the following remedies shall not preclude the subsequent use of any other remedy specified
 4 below or otherwise available to a non-defaulting party.

5 1. Suspension of Rights: Any party may deliver to the party in default a Notice of Default, which shall specify the default,
 6 specify the action to be taken to cure the default, and specify that failure to take such action will result in the exercise of one
 7 or more of the remedies provided in this Article. If the default is not cured within thirty (30) days of the delivery of such
 8 Notice of Default, all of the rights of the defaulting party granted by this agreement may upon notice be suspended until the
 9 default is cured, without prejudice to the right of the non-defaulting party or parties to continue to enforce the obligations of
 10 the defaulting party previously accrued or thereafter accruing under this agreement. If Operator is the party in default, the
 11 Non-Operators shall have in addition the right, by vote of Non-Operators owning a majority in interest in the Contract Area
 12 after excluding the voting interest of Operator, to appoint a new Operator effective immediately. The rights of a defaulting
 13 party that may be suspended hereunder at the election of the non-defaulting parties shall include, without limitation, the right
 14 to receive information as to any operation conducted hereunder during the period of such default, the right to elect to
 15 participate in an operation proposed under Article VI.B. of this agreement, the right to participate in an operation being
 16 conducted under this agreement even if the party has previously elected to participate in such operation, and the right to
 17 receive proceeds of production from any well subject to this agreement.

18 2. Suit for Damages: Non-defaulting parties or Operator for the benefit of non-defaulting parties may sue (at joint
 19 account expense) to collect the amounts in default, plus interest accruing on the amounts recovered from the date of default
 20 until the date of collection at the rate specified in Exhibit "C" attached hereto. Nothing herein shall prevent any party from
 21 suing any defaulting party to collect consequential damages accruing to such party as a result of the default.

22 3. Deemed Non-Consent: The non-defaulting party may deliver a written Notice of Non-Consent Election to the
 23 defaulting party at any time after the expiration of the thirty-day cure period following delivery of the Notice of Default, in
 24 which event if the billing is for the drilling a new well or the Plugging Back, Sidetracking, Reworking or Deepening of a
 25 well which is to be or has been plugged as a dry hole, or for the Completion or Recompletion of any well, the defaulting
 26 party will be conclusively deemed to have elected not to participate in the operation and to be a Non-Consenting Party with
 27 respect thereto under Article VI.B. or VI.C., as the case may be, to the extent of the costs unpaid by such party,
 28 notwithstanding any election to participate theretofore made. If election is made to proceed under this provision, then the
 29 non-defaulting parties may not elect to sue for the unpaid amount pursuant to Article VII.D.2.

30 Until the delivery of such Notice of Non-Consent Election to the defaulting party, such party shall have the right to cure
 31 its default by paying its unpaid share of costs plus interest at the rate set forth in Exhibit "C," provided, however, such
 32 payment shall not prejudice the rights of the non-defaulting parties to pursue remedies for damages incurred by the non-
 33 defaulting parties as a result of the default. Any interest relinquished pursuant to this Article VII.D.3. shall be offered to the
 34 non-defaulting parties in proportion to their interests, and the non-defaulting parties electing to participate in the ownership
 35 of such interest shall be required to contribute their shares of the defaulted amount upon their election to participate therein.

36 4. Advance Payment: If a default is not cured within thirty (30) days of the delivery of a Notice of Default, Operator, or
 37 Non-Operators if Operator is the defaulting party, may thereafter require advance payment from the defaulting
 38 party of such defaulting party's anticipated share of any item of expense for which Operator, or Non-Operators, as the case may
 39 be, would be entitled to reimbursement under any provision of this agreement, whether or not such expense was the subject of
 40 the previous default. Such right includes, but is not limited to, the right to require advance payment for the estimated costs of
 41 drilling a well or Completion of a well as to which an election to participate in drilling or Completion has been made. If the
 42 defaulting party fails to pay the required advance payment, the non-defaulting parties may pursue any of the remedies provided
 43 in the Article VII.D. or any other default remedy provided elsewhere in this agreement. Any excess of funds advanced remaining
 44 when the operation is completed and all costs have been paid shall be promptly returned to the advancing party.

45 5. Costs and Attorneys' Fees: In the event any party is required to bring legal proceedings to enforce any financial
 46 obligation of a party hereunder, the prevailing party in such action shall be entitled to recover all court costs, costs of
 47 collection, and a reasonable attorney's fee, which the lien provided for herein shall also secure.

48 **E. Rentals, Shut-in Well Payments and Minimum Royalties:**

49 Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid
 50 by the party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties
 51 own and have contributed interests in the same lease to this agreement, such parties may designate one of such parties to
 52 make said payments for and on behalf of all such parties. Any party may request, and shall be entitled to receive, proper
 53 evidence of all such payments. In the event of failure to make proper payment of any rental, shut-in well payment or
 54 minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which
 55 results from such non-payment shall be borne in accordance with the provisions of Article IV.B.2.

56 Operator shall notify Non-Operators of the anticipated completion of a shut-in well, or the shutting in or return to
 57 production of a producing well, at least five (5) days (excluding Saturday, Sunday, and legal holidays) prior to taking such
 58 action, or at the earliest opportunity permitted by circumstances, but assumes no liability for failure to do so. In the event of
 59 failure by Operator to so notify Non-Operators, the loss of any lease contributed hereto by Non-Operators for failure to make
 60 timely payments of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article
 61 IV.B.3.

62 **F. Taxes:**

63 Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all
 64 property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed
 65 thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as
 66 to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on Leases and Oil and
 67 Gas Interests contributed by such Non-Operator. If the assessed valuation of any Lease is reduced by reason of its being
 68 subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes
 69 resulting therefrom shall inure to the benefit of the owner or owners of such Lease, and Operator shall adjust the charge to
 70 such owner or owners so as to reflect the benefit of such reduction. If the ad valorem taxes are based in whole or in part
 71 upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to
 72 the joint account shall be made and paid by the parties hereto in accordance with the tax value generated by each party's
 73 working interest. Operator shall bill the other parties for their proportionate shares of all tax payments in the manner
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1 If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner
 2 prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final
 3 determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes
 4 and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for
 5 the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be
 6 paid by them, as provided in Exhibit "C."

7 Each party shall pay or cause to be paid all production, severance, excise, gathering and other taxes imposed upon or with respect
 8 to the production or handling of such party's share of Oil and Gas produced under the terms of this agreement.

9 **ARTICLE VIII.**

10 **ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST**

11 **A. Surrender of Leases:**

12 The Leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall not be surrendered in whole
 13 or in part unless all parties consent thereto; **however, no consent shall be necessary to release a lease which has expired or otherwise**
 14 **terminated in accordance with its terms.**

15 ~~However, should~~ ^{Should} any party desire to surrender its interest in any Lease or in any portion thereof, such party shall give written
 16 notice of the proposed surrender to all parties, and the parties to whom such notice is delivered shall have thirty (30) days after
 17 delivery of the notice within which to notify the party proposing the surrender whether they elect to consent thereto. Failure of a
 18 party to whom such notice is delivered to reply within said 30-day period shall constitute a consent to the surrender of the Leases
 19 described in the notice. If all parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or
 20 implied warranty of title, all of its interest in such Lease, or portion thereof, and any well, material and equipment which may be
 21 located thereon and any rights in production thereafter secured, to the parties not consenting to such surrender. If the interest of the
 22 assigning party is or includes an Oil and Gas Interest, the assigning party shall execute and deliver to the party or parties not
 23 consenting to such surrender an oil and gas lease covering such Oil and Gas Interest for a term of one (1) year and so long
 24 thereafter as Oil and/or Gas is produced from the land covered thereby, such lease to be on the form attached hereto as Exhibit "B."
 25 Upon such assignment or lease, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore
 26 accrued, with respect to the interest assigned or leased and the operation of any well attributable thereto, and the assigning party
 27 shall have no further interest in the assigned or leased premises and its equipment and production other than the royalties retained
 28 in any lease made under the terms of this Article. The party assignee or lessee shall pay to the party assignor or lessor the
 29 reasonable salvage value of the latter's interest in any well's salvable materials and equipment attributable to the assigned or leased
 30 acreage. The value of all salvable materials and equipment shall be determined in accordance with the provisions of Exhibit "C," less
 31 the estimated cost of salvaging and the estimated cost of plugging and abandoning and restoring the surface. If such value is less
 32 than such costs, then the party assignor or lessor shall pay to the party assignee or lessee the amount of such deficit. If the
 33 assignment or lease is in favor of more than one party, the interest shall be shared by such parties in the proportions that the
 34 interest of each bears to the total interest of all such parties. If the interest of the parties to whom the assignment is to be made
 35 varies according to depth, then the interest assigned shall similarly reflect such variances.

36 Any assignment, lease or surrender made under this provision shall ~~not reduce or change the assignor's, lessor's or surrendering~~
 37 ~~party's interest as it was immediately before the assignment, lease or surrender in the balance of the Contract Area;~~ ^{pursuant to Article XVI,M} and the acreage
 38 assigned, leased or surrendered, and subsequent operations thereon, shall ~~not thereafter be subject to the terms and provisions of this~~
 39 ~~agreement but shall be deemed subject to an Operating Agreement in the form of this agreement.~~

40 **B. Renewal or Extension of Leases:**

41 If any party secures a renewal or replacement of an Oil and Gas Lease or Interest subject to this agreement, then all other parties
 42 shall be notified promptly upon such acquisition or, in the case of a replacement Lease taken before expiration of an existing Lease,
 43 promptly upon expiration of the existing Lease. The parties notified shall have the right for a period of thirty (30) days following
 44 delivery of such notice in which to elect to participate in the ownership of the renewal or replacement Lease, insofar as such Lease
 45 affects lands within the Contract Area, by paying to the party who acquired it their proportionate shares of the acquisition cost
 46 allocated to that part of such Lease within the Contract Area, which shall be in proportion to the interest held at that time by the
 47 parties in the Contract Area. Each party who participates in the purchase of a renewal or replacement Lease shall be given an
 48 assignment of its proportionate interest therein by the acquiring party; **without warranty of title, except as to acts by, through or under the acquiring party.**

49 If some, but less than all, of the parties elect to participate in the purchase of a renewal or replacement Lease, it shall be owned
 50 by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in
 51 the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the
 52 purchase of such renewal or replacement Lease. The acquisition of a renewal or replacement Lease by any or all of the parties hereto
 53 shall ~~not cause a readjustment of the interests of the parties stated in Exhibit "A" / but~~ ^{pursuant to Article XVII,L} and any renewal or replacement Lease in which
 54 less than all parties elect to participate shall ~~not be subject to this agreement but shall be deemed subject to a separate Operating~~
 55 ~~Agreement in the form of this agreement.~~

56 If the interests of the parties in the Contract Area vary according to depth, then their right to participate proportionately in
 57 renewal or replacement Leases and their right to receive an assignment of interest shall also reflect such depth variances.

58 The provisions of this Article shall apply to renewal or replacement Leases whether they are for the entire interest covered by
 59 the expiring Lease or cover only a portion of its area or an interest therein. Any renewal or replacement Lease taken before the
 60 expiration of its predecessor Lease, or taken or contracted for or becoming effective within six (6) months after the expiration of the
 61 existing Lease, shall be subject to this provision so long as this agreement is in effect at the time of such acquisition or at the time
 62 the renewal or replacement Lease becomes effective; but any Lease taken or contracted for more than six (6) months after the
 63 expiration of an existing Lease shall not be deemed a renewal or replacement Lease and shall not be subject to the provisions of this
 64 agreement.

65 The provisions in this Article shall ~~also~~ ^{not} be applicable to extensions of Oil and Gas Leases.

66 **C. Acreage or Cash Contributions:**

67 While this agreement is in force, if any party contracts for a contribution of cash towards the drilling of a well or any other
 68 operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall
 69 be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom
 70 the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the
 71 proportions said Drilling Parties shared the cost of drilling the well. Such acreage shall become a separate Contract Area and, to the
 72 extent possible, be governed by provisions identical to this agreement. Each party shall promptly notify all other parties of any
 73 acreage or cash contributions it may obtain in support of any well or any other operation on the Contract Area. The above
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1 provisions shall also be applicable to optional rights to earn acreage outside the Contract Area which are in support of well drilled
2 inside Contract Area.
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1 If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder,
 2 such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

3 **D. Assignment; Maintenance of Uniform Interest:**

4 ~~For the purpose of maintaining uniformity of ownership in the Contract Area in the Oil and Gas Leases, Oil and Gas~~
 5 ~~Interests, wells, equipment and production covered by this agreement no party shall sell, encumber, transfer or make other~~
 6 ~~disposition of its interest in the Oil and Gas Leases and Oil and Gas Interests embraced within the Contract Area or in wells,~~
 7 ~~equipment and production unless such disposition covers either:~~

- 8 ~~1. the entire interest of the party in all Oil and Gas Leases, Oil and Gas Interests, wells, equipment and production; or~~
 9 ~~2. an equal undivided percent of the party's present interest in all Oil and Gas Leases, Oil and Gas Interests, wells,~~
 10 ~~equipment and production in the Contract Area.~~

11 Every sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement
 12 and shall be made without prejudice to the right of the other parties, and any transferee of an ownership interest in any Oil and
 13 Gas Lease or Interest shall be deemed a party to this agreement as to the interest conveyed from and after the effective date of
 14 the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale,
 15 encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the
 16 instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other
 17 disposition of interest by a party shall relieve such party of obligations previously incurred by such party hereunder with respect
 18 to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation
 19 conducted hereunder in which such party has agreed to participate prior to making such assignment, and the lien and security
 20 interest granted by Article VII.B. shall continue to burden the interest transferred to secure payment of any such obligations.

21 If, at any time the interest of any party is divided among and owned by four or more co-owners, Operator, at its discretion,
 22 may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures,
 23 receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to
 24 bind, the co-owners of such party's interest within the scope of the operations embraced in this agreement; however, all such co-
 25 owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of
 26 the Oil and Gas produced from the Contract Area and they shall have the right to receive, separately, payment of the sale
 27 proceeds thereof.

28 **E. Waiver of Rights to Partition:**

29 If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an
 30 undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its
 31 undivided interest therein.

32 **F. Preferential Right to Purchase**

33 (Optional: Check if applicable)

34 ~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Contract~~
 35 ~~Area, it shall promptly give written notice to the other parties, with full information concerning its proposed disposition, which~~
 36 ~~shall include the name and address of the prospective transferee (who must be ready, willing and able to purchase), the purchase~~
 37 ~~price, a legal description sufficient to identify the property, and all other terms of the offer. The other parties shall then have an~~
 38 ~~optional prior right, for a period of ten (10) days after notice is delivered, to purchase for the stated consideration on the~~
 39 ~~same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the~~
 40 ~~purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all~~
 41 ~~purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage~~
 42 ~~its interests, or to transfer title to its interest to its mortgagee in lieu of or pursuant to foreclosure of a mortgage of its interests,~~
 43 ~~or to dispose of its interests by merger, reorganization, consolidation, or by sale of all or substantially all of its Oil and Gas assets~~
 44 ~~to any party, or by transfer of its interests to a subsidiary or parent company or to a subsidiary of a parent company, or to any~~
 45 ~~company in which such party owns a majority of the stock.~~

46 **ARTICLE IX.**

47 **INTERNAL REVENUE CODE ELECTION**

48 If, for federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, and if the
 49 parties have not otherwise agreed to form a tax partnership pursuant to Exhibit "G" or other agreement between them, each
 50 party thereby affected elects to be excluded from the application of all of the provisions of Subchapter "K," Chapter 1, Subtitle
 51 "A," of the Internal Revenue Code of 1986, as amended ("Code"), as permitted and authorized by Section 761 of the Code and
 52 the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected
 53 such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal
 54 Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by
 55 Treasury Regulation §1.761. Should there be any requirement that each party hereby affected give further evidence of this
 56 election, each such party shall execute such documents and furnish such other evidence as may be required by the Federal Internal
 57 Revenue Service or as may be necessary to evidence this election. No such party shall give any notices or take any other action
 58 inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract
 59 Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K," Chapter
 60 1, Subtitle "A," of the Code, under which an election similar to that provided by Section 761 of the Code is permitted, each party
 61 hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each
 62 such party states that the income derived by such party from operations hereunder can be adequately determined without the
 63 computation of partnership taxable income.

64 **ARTICLE X.**

65 **CLAIMS AND LAWSUITS**

66 Operator may settle any single uninsured third-party damage claim or suit arising from operations hereunder if the expenditure
 67 does not exceed Fifty Thousand Dollars (~~\$50,000.00~~) and if the payment is in complete settlement
 68 of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over
 69 the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expenses of handling settling,
 70 or otherwise discharging such claim or suit shall be a the joint expense of the parties participating in the operation from which the
 71 claim or suit arises. If a claim is made against any party or if any party is sued on account of any matter arising from operations
 72 hereunder over which such individual has no control because of the rights given Operator by this agreement, such party shall
 73 immediately notify all other parties, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

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**ARTICLE XI.
FORCE MAJEURE**

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to indemnify or make money payments or furnish security, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The term "force majeure," as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood or other act of nature, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

**ARTICLE XII.
NOTICES**

All notices authorized or required between the parties by any of the provisions of this agreement, unless otherwise specifically provided, shall be in writing and delivered in person or by United States mail, courier service, ~~telex, / teletype~~, ^{electronic mail,} telecopier or any other form of facsimile, postage or charges prepaid, and addressed to such parties at the addresses listed on Exhibit "A." All telephone or oral notices permitted by this agreement shall be confirmed immediately thereafter by written notice. The originating notice given under any provision hereof shall be deemed delivered only when received by the party to whom such notice is directed, and the time for such party to deliver any notice in response thereto shall run from the date the originating notice is received. "Receipt" for purposes of this agreement with respect to written notice delivered hereunder shall be actual delivery of the notice to the address of the party to be notified specified in accordance with this agreement, or to the telecopy, ^{electronic mail} facsimile / or telex machine of such party. The second or any responsive notice shall be deemed delivered when deposited in the United States mail or at the office of the courier or telegraph service, or upon transmittal by ^{electronic mail,} telex, / telecopy or facsimile, or when personally delivered to the party to be notified, provided, that when response is required within 24 or 48 hours, such response shall be given orally or by telephone, ^{electronic mail,} telex, / telecopy or other facsimile within such period. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties. If a party is not available to receive notice orally or by telephone when a party attempts to deliver a notice required to be delivered within 24 or 48 hours, the notice may be delivered in writing by any other method specified herein and shall be deemed delivered in the same manner provided above for any responsive notice.

**ARTICLE XIII.
TERM OF AGREEMENT**

This agreement shall remain in full force and effect as to the Oil and Gas Leases and/or Oil and Gas Interests subject hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any Lease or Oil and Gas Interest contributed by any other party beyond the term of this agreement.

~~Option No. 1: So long as any of the Oil and Gas Leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise~~

Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in the Completion of a well as a well capable of production of Oil and/or Gas in paying quantities, this agreement shall continue in force so long as any such well is capable of production, and for an additional period of ninety (90) days thereafter; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling, Reworking, Deepening, Sidetracking, Plugging Back, testing or attempting to Complete or Re-complete a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is capable of producing Oil and/or Gas from the Contract Area, this agreement shall terminate unless drilling, Deepening, Sidetracking, Completing, Re-completing, Plugging Back or Reworking operations are commenced within ninety (90) days from the date of abandonment of said well. "Abandonment" for such purposes shall mean either (i) a decision by all parties not to conduct any further operations on the well or (ii) the elapse of 180 days from the conduct of any operations on the well, whichever first occurs.

The termination of this agreement shall not relieve any party hereto from any expense, liability or other obligation or any remedy therefor which has accrued or attached prior to the date of such termination.

Upon termination of this agreement and the satisfaction of all obligations hereunder, in the event a memorandum of this Agreement has been filed of record, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon request of Operator, if Operator has satisfied all its financial obligations.

**ARTICLE XIV.
COMPLIANCE WITH LAWS AND REGULATIONS**

A. Laws, Regulations and Orders:

This agreement shall be subject to the applicable laws of the state in which the Contract Area is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations and orders.

B. Governing Law:

This agreement and all matters pertaining hereto, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. ~~If the Contract Area is in two or more states, the law of the state of _____ shall govern.~~

C. Regulatory Agencies:

Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any

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1 rights, privileges, or obligations which Non-Operators may have under federal or state laws or under rules, regulations or
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1 orders promulgated under such laws in reference to oil, gas and mineral operations, including the location, operation, or
2 production of wells, on tracts offsetting or adjacent to the Contract Area.

3 With respect to the operations hereunder, Non-Operators agree to release Operator from any and all losses, damages,
4 injuries, claims and causes of action arising out of, incident to or resulting directly or indirectly from Operator's interpretation
5 or application of rules, rulings, regulations or orders of the Department of Energy or Federal Energy Regulatory Commission
6 or predecessor or successor agencies to the extent such interpretation or application was made in good faith and does not
7 constitute gross negligence. Each Non-Operator further agrees to reimburse Operator for such Non-Operator's share of
8 production or any refund, fine, levy or other governmental sanction that Operator may be required to pay as a result of such
9 an incorrect interpretation or application, together with interest and penalties thereon owing by Operator as a result of such
10 incorrect interpretation or application.

11 **ARTICLE XV.**
12 **MISCELLANEOUS**

13 **A. Execution:**

14 This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been
15 executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of
16 the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which
17 own, in fact, an interest in the Contract Area. Operator may, however, by written notice to all Non-Operators who have
18 become bound by this agreement as aforesaid, given at any time prior to the actual spud date of the Initial Well but in no
19 event later than five days prior to the date specified in Article VI.A. for commencement of the Initial Well, terminate this
20 agreement if Operator in its sole discretion determines that there is insufficient participation to justify commencement of
21 drilling operations. In the event of such a termination by Operator, all further obligations of the parties hereunder shall cease
22 as of such termination. In the event any Non-Operator has advanced or prepaid any share of drilling or other costs
23 hereunder, all sums so advanced shall be returned to such Non-Operator without interest. In the event Operator proceeds
24 with drilling operations for the Initial Well without the execution hereof by all persons listed on Exhibit "A" as having a
25 current working interest in such well, Operator shall indemnify Non-Operators with respect to all costs incurred for the
26 Initial Well which would have been charged to such person under this agreement if such person had executed the same and
27 Operator shall receive all revenues which would have been received by such person under this agreement if such person had
28 executed the same.

29 **B. Successors and Assigns:**

30 This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs,
31 devisees, legal representatives, successors and assigns, and the terms hereof shall be deemed to run with the Leases or
32 Interests included within the Contract Area.

33 **C. Counterparts:**

34 This instrument may be executed in any number of counterparts, each of which shall be considered an original for all
35 purposes.

36 **D. Severability:**

37 For the purposes of assuming or rejecting this agreement as an executory contract pursuant to federal bankruptcy laws,
38 this agreement shall not be severable, but rather must be assumed or rejected in its entirety, and the failure of any party to
39 this agreement to comply with all of its financial obligations provided herein shall be a material default.

40 **ARTICLE XVI.**

41 **OTHER PROVISIONS**

42 **A. Conflicts:**

43 **Notwithstanding anything herein contained to the contrary, it is understood and agreed that if there is any conflict between any**
44 **part of or all of the terms and provisions of Article XVI and any other terms and provisions of this Agreement, the terms and**
45 **provisions of this Article XVI shall prevail and control.**

46 **B. Priority of Operations:**

47 **If at any time there is more than one operation proposed in connection with any well subject to this Agreement and if the**
48 **Consenting Parties do not agree on the sequence of proposed operations, such proposed operations shall be conducted in the following**
49 **sequence:**

- 50
- 51 **First: testing, coring or logging;**
 - 52 **Second: completion attempts without plugging back in ascending order from**
53 **deepest to shallowest depths;**
 - 54 **Third: sidetracking in the order of least deviation from the original bottom hole location to the greatest deviation;**
 - 55 **Fourth: deepening of a well below the authorized depth in descending order from shallowest to deepest depths;**
 - 56 **Fifth: plugging back and completion attempts in ascending order from deepest to shallowest depths.**
- 57

58 **C. Netting and Setoff:**

59 **Except for any payments related to charges on any joint interest billing that a Non-Operator has disputed in good faith, in the**
60 **event that Non-Operator does not remit payment for any operating costs or charges assessable to Non-Operators and permitted under**
61 **this Agreement within forty five (45) days after the date payment is due, Operator is authorized to deduct such costs or charges, and**
62 **to remit to such Non-Operators their respective net share of any proceeds attributable to the interest of such Non-Operators being**
63 **received directly from any purchasers of production from the Contract Area. The foregoing provisions shall not diminish Operator's**
64 **lien rights contained within this Agreement.**

65 **D. Multiple Billing:**

66 **In no event shall Operator be required to make more than four billings for the entire interest credited to each Non-Operator on Exhibit**
67 **"A". If any Non-Operator to this Agreement disposes of any part or all of the interest credited to it on Exhibit "A", hereinafter referred**
68 **to as "Selling Party," such Selling Party shall be solely responsible for billing its assignee or assignees and shall remain primarily**
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1 liable to the other Parties for the interest or interests assigned until such time as Selling Party has (1) designated and qualified the assignees
2 to receive the billing for its interest, (2) designated assignees have been approved and accepted by Operator, and (3) has furnished to
3 Operator written notice of the conveyance and photocopy of the recorded assignments by which the transfer is made. The sale or other
4 disposition of any interest in the leases covered by this Agreement shall be made specifically subject to the provisions of this Article.
5 Operator's approval shall not be unreasonably withheld.
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7 **E. Horizontal Wells:**

8 1. Notwithstanding anything contained herein to the contrary, (i) the provisions of Article VI.C.1 Option No. 1 shall apply to any
9 Horizontal Well or Multi-lateral Well proposed hereunder, and (ii) the provisions of Article VI.C.1. Option No. 2 shall apply to all
10 other wells proposed hereunder that are not expressly proposed as Horizontal Wells or Multi-lateral Wells. To be effective as a
11 Horizontal Well Proposal, such proposal must include an AFE, the corresponding anticipated Unit and Contract Area size and
12 dimensions within which the well will be drilled, and other accompanying documents that clearly indicate the well being proposed is
13 a Horizontal Well or Multi-lateral Well. As to any possible conflicts that may arise during the completion phase of a Horizontal Well
14 or Multi-lateral Well, priority shall be given first to a Lateral drain hole of the authorized depth, and then to objective formations in
15 ascending order above the authorized depth, and then to objective formations in descending order below the authorized depth.

16 2. Operator shall have the right to cease drilling a Horizontal Well or Multi-lateral Well at any time, for any reason, and such
17 Horizontal Well or Multi-lateral Well shall be deemed to have reached its objective depth so long as Operator has drilled such
18 Horizontal Well or Multi-lateral Well to the objective formation and has drilled laterally in the objective formation for a distance
19 which is at least equal to fifty percent (50%) of the length of the total horizontal drainhole displacement (displacement from true
20 vertical) proposed for the operation. In like manner, Operator may continue drilling to extend a proposed lateral in a Horizontal
21 Well or Multi-lateral Well up to 10% longer than the length proposed in the proposal approved by the Parties if in Operator's sole
22 judgment, it would be reasonably prudent to do so.
23

24 **F. Sidetracking:**

25 Notwithstanding the provisions of Article VI.B(5), "Sidetracking", such paragraph shall not be applicable to operations in the
26 lateral portion of a Horizontal Well or Multi-lateral Well. Drilling operations which are intended to recover penetration of the target
27 interval which are conducted in a Horizontal Well or Multi-lateral Well shall be considered as included in the original proposed
28 drilling operations.
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30 **G. Further Assurances:**

31 In connection with this Agreement, the parties agree to execute and deliver such additional documents and instruments and to perform
32 such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all the terms, provisions and conditions of
33 this Agreement. Without limiting the generality of the foregoing, the parties agree to execute and deliver to Operator one or more Recording
34 Supplement to Agreement and Financing Statement in the form of Exhibit "H" in recordable form, giving notice of the existence of this
35 Agreement, which Operator shall cause to be recorded in the county or counties in which any portion of the Contract Area is located.
36

37 **H. Covenants Running with the Land:**

38 The terms, provisions, covenants and conditions of this Agreement shall be deemed to be covenants running with the lands, the
39 lease or leases and leasehold estate covered hereby, and all of the terms, provisions, covenants and conditions of this Agreement shall
40 be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.
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42 **I. Headings:**

43 All headings in this Agreement are for reference purposes only and have no binding effect on the terms, conditions or
44 provisions of this Agreement.
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46 **J. Indemnity for Access to Contract Area:**

47 Each Non-Operator shall indemnify and hold Operator harmless against any and all liability in excess of insurance coverage
48 carried for the joint account for injury to each such Non-Operator's officers, employees and/or agents resulting from and in any way
49 relating to such officers', employees', and/or agents' presence on the Contract Area. The Non-Operators indemnity to Operator shall
50 also apply to any other person whose presence on the Contract Area is at the insistence of such Non-Operator.
51

52 **K. Contract Area and Drilling Unit:**

53 "Contract Area" or "Unit Area" shall mean a contiguous area in size and configuration as determined by the Operator in order
54 to accommodate anticipated wells, wellbore paths and wellbore lengths located or to be located within the anticipated Drilling Unit.
55 The Contract Area shall be, to the extent practicable, the same as the Drilling Unit, and shall include all Oil and Gas Leases and Oil
56 and Gas Interests within the boundary of the Contract Area, and may include oil and gas leases or oil and gas interests not controlled
57 or owned by the Parties to this Agreement or other interests which cannot be included in the Drilling Unit at the time the Drilling
58 Unit is formed or created but are reasonably anticipated to be controlled or acquired by the Parties in the future. The Parties shall
59 make good faith efforts to include otherwise stranded acreage in a Contract Area where reasonably practical.
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62 **L. Working Interest Adjustment:**

63 Any recalculation or adjustment of the Parties' Exhibit "A" working interests pursuant to Articles VIII.A, VIII.B or XVI.M of
64 this Agreement shall be recalculated or adjusted after written notice is provided to the affected party(ies) of such recalculation or
65 adjustment of working interest. Such recalculation or adjustment shall be made effective as of the date of the lease surrender, renewal,
66 acquisition and/or Contract Area / Drilling Unit Adjustment; provided, however, any such recalculation or adjustment to the Parties'
67 working interests prior to the date of the first sale of production from such Drilling Unit shall be made effective as of the date first
68 costs were incurred on and for such Drilling Unit.
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70 This Article XVI.L shall not apply to loss or failure of title pursuant to Article IV.B of this Agreement.
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M. Contract Area / Drilling Unit Adjustment:

It is recognized by the Parties that it may be prudent and/or necessary to enlarge or reduce the size of an existing Contract Area / Drilling Unit and/or include within an existing Contract Area / Drilling Unit acreage which was not initially included therein. Without the consent of the Parties, an existing Contract Area / Drilling Unit may not be enlarged or reduced in size. Such consent shall not be unreasonably withheld, delayed or conditioned. The party proposing such enlargement or reduction to an existing Contract Area / Drilling Unit shall notify the other party(ies) in writing, providing an explanation for the Contract Area / Drilling Unit modification proposal. To the extent a Contract Area / Drilling Unit is modified pursuant to this Agreement, the working interests of the Parties shall be recalculated in the manner set forth in Article XVI.L and a modified declaration of pooled unit shall be prepared and filed of record.

To the extent the Contract Area is modified pursuant to this Agreement, this Agreement shall be amended with revised Exhibits "A," "A-1," and "A-2" and a new Recording Supplement to Operating Agreement and Financing Agreement shall be prepared and filed of record.

This Article XVI.M shall not apply to the loss or failure of title pursuant to Article IV.B of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this agreement shall be effective as of the 27th day of July,
2020.

Ascent Resources – Utica, LLC, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610-1989 Model Form Operating Agreement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes, ~~in~~ Articles _____, ~~have been made to the form.~~

OPERATOR

ATTEST OR WITNESS

Ascent Resources – Utica, LLC
an Oklahoma limited liability company

By: Kade R. Smith

Title: Attorney-in-Fact
Address: 3501 NW 63rd, Oklahoma City, Oklahoma 73116

NON-OPERATORS

ATTEST OR WITNESS

By: _____

Title: _____
Address: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

On this, the ____ day of _____, 20____, before me _____, the undersigned officer, personally appeared Kade R. Smith, who acknowledged himself to be the Attorney-in-Fact of Ascent Resources – Utica, LLC, an Oklahoma limited liability company, and that he as such Attorney-in-Fact, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Attorney-in-Fact.

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

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

STATE OF _____)
) §
COUNTY OF _____)

On this, the ____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the Sr. Vice President, Land of _____ and that he as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as _____.

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

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

EXHIBIT "A"

Attached to and made a part of that certain Operating Agreement dated July 27, 2020 as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Oboy SW CLR BL Unit.

(1) **Identification of lands subject to this Agreement.**

The Contract Area is shown on Exhibit "A-1" attached hereto.

(2) **Restrictions as to depths and formations.**

This Agreement shall cover the Unit Area from fifty feet above the top of the Utica Shale formation to fifty feet below the base of the Point Pleasant interval (as more particularly defined in Article 1 of the Unit Plan).

(3) **Percentages or fractional interests of parties to this Agreement.***

The owners and interests of the owners are set forth in Exhibit "A-2" attached hereto.

(4) **Oil and gas leases and/or oil and gas interests subject to this Agreement.**

Ascent Resources – Utica, LLC	95.009790%*
<u>Non-Operator</u>	
XTO Energy Inc.	0.549262%*
Rice Drilling D LLC	3.432185%*
Gulfport Appalachia, LLC	0.422310%*
Unleased Mineral Owners	<u>0.586453%*</u>
<u>Total:</u>	100.00000000%

(5) **Addresses of parties for notice purposes.**

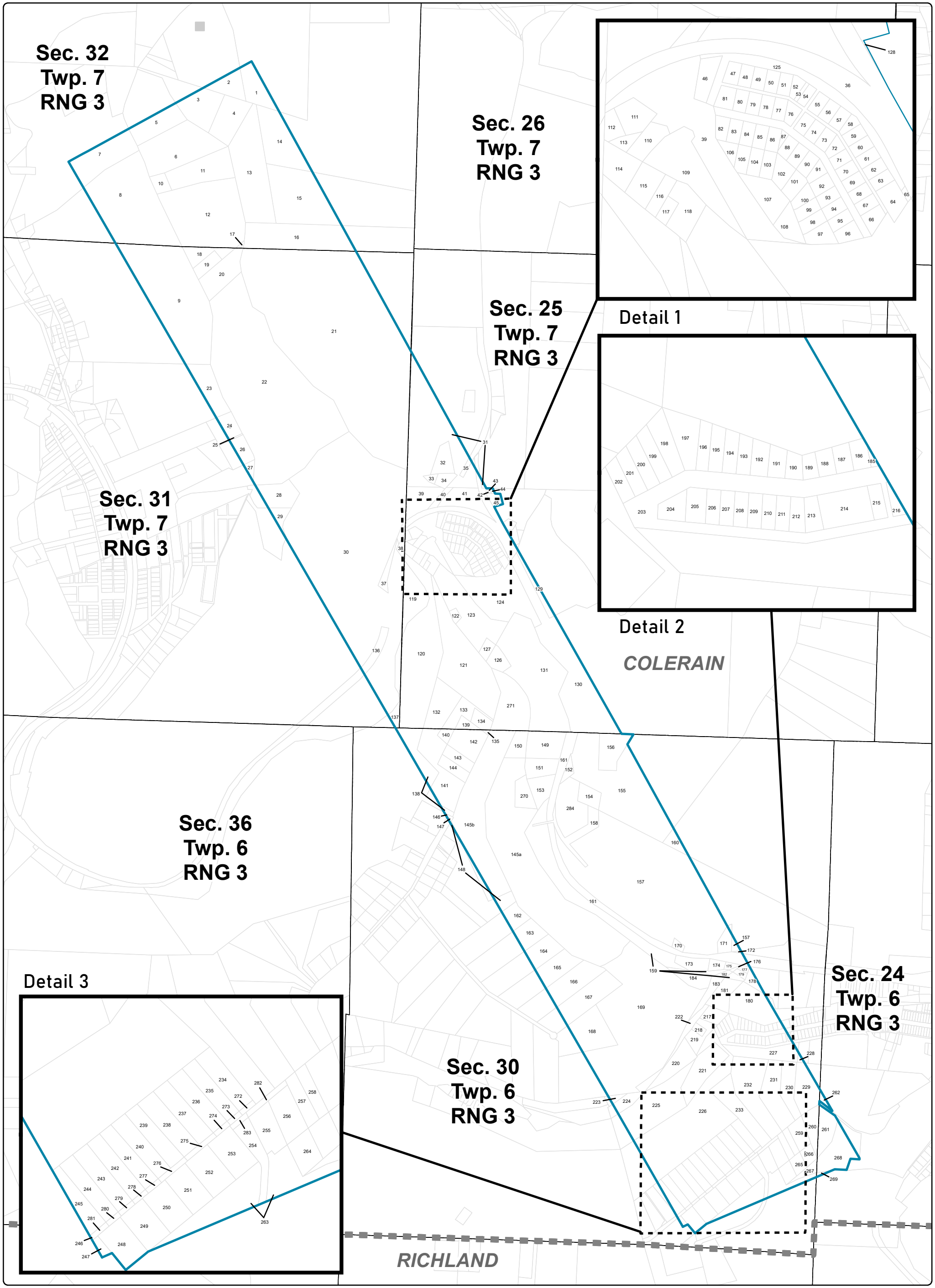
Oil and gas leases and/or interests subject to Agreement:

Ascent Resources – Utica, LLC
P. O. Box 13678
Oklahoma City, Oklahoma 73154
Attention: Serena Evans, Vice President - Land

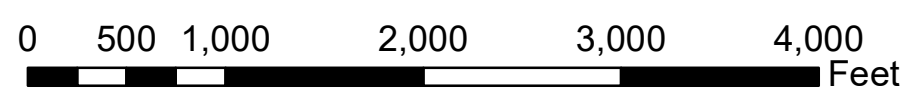
The names and addresses of the remaining parties are set forth in Exhibit "A-3," Exhibit "A-4," Exhibit "A-5," and Exhibit "A-6" attached hereto.

*It is understood by the Parties that the working interests listed in this Agreement (and any attachments hereto) are estimates only and are subject to change based upon final verification of title, due diligence, or surveying work that may be performed upon approval by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management. The Parties interests shall be adjusted to reflect the actual interest owned by the parties in the Contract Area.

End of Exhibit "A"



OBOY SW CLR BL JOA Exhibit A-1



1 INCH = 1,021 FEET

- PAD
- Unit - 692.620 Ac.
- Municipal Townships
- PLSS Section
- Tax Parcels
- Belmont County, Ohio

UNIT PARCEL ACREAGE CHART:

TRACT NO.	PARCEL NO.	AREA IN UNIT (ACRES)
1	03-00260.000	2.933
2	03-00273.001	2.470
3	03-00177.000	3.666
4	03-00251.000	3.352
5	03-00130.000	3.740
6	03-00264.000	7.536
7	03-00087.000	5.716
8	03-00307.000	13.907
9	03-00303.001	18.679
10	03-00042.000	0.830
11	03-00264.001	4.619
12	03-00299.000	12.240
13	03-00263.000	9.729
14	03-00248.000	5.643
15	03-00293.000	8.492
16	03-00262.000	6.055
17	03-00102.000	0.005
18	03-00671.000	2.417
19	03-00298.001	1.010
20	03-00101.000	3.166
21	03-00261.000	63.587
22	03-00254.000	41.174
23	03-00334.000	2.594
24	03-00078.000	0.942
25	03-00184.000	0.036
26	03-00147.000	0.859
27	03-00116.000	0.226
28	03-00281.001	2.354
29	03-00281.002	0.720
30	03-00281.000	56.429
31	67-00108.000	12.827
32	67-00106.000	1.343
33	67-00187.000	0.244
34	67-00188.000	0.636
35	67-00107.000	0.285
36	03-90008.000	3.520
37	68-00000.000	0.986
38	68-00139.000	0.572
39	67-00110.000	5.161
40	67-00000.000	0.352
41	67-00110.000	2.044
42	67-60009.000	0.035
43	67-00045.000	0.030
44	67-00044.000	0.042
45	67-00184.000	0.394
46	67-60008.000	0.253
47	67-00097.000	0.108
48	67-00099.000	0.097
49	67-00100.000	0.098
50	67-00159.000	0.099
51	67-00055.000	0.096
52	67-00143.000	0.076
53	67-00144.000	0.026
54	67-00142.000	0.067
55	67-00051.000	0.094
56	67-00046.000	0.095
57	67-00047.000	0.097
58	67-00095.000	0.069
59	67-00096.000	0.099
60	67-00081.000	0.097
61	67-00103.000	0.098
62	67-00104.000	0.098
63	67-00105.000	0.100
64	67-00139.000	0.229
65	67-00000.000	0.127
66	67-00019.000	0.133
67	67-00179.000	0.096
68	67-00067.000	0.096
69	67-00066.000	0.092
70	67-00064.000	0.091
71	67-00082.000	0.088
72	67-00056.000	0.080
73	67-00165.000	0.096
74	67-00090.000	0.092
75	67-00052.000	0.089
76	67-00145.000	0.088
77	67-00138.000	0.096
78	67-00077.000	0.098
79	67-00076.000	0.098
80	67-00075.000	0.096
81	67-00098.000	0.131
82	67-00078.000	0.103
83	67-00079.000	0.103
84	67-00080.000	0.105
85	67-00024.000	0.105
86	67-00025.000	0.103
87	67-00026.000	0.029
88	67-00070.000	0.092
89	67-00123.000	0.098
90	67-00124.000	0.104
91	67-00125.000	0.081
92	67-00126.000	0.110
93	67-00127.000	0.099
94	67-00065.000	0.104
95	67-00022.000	0.105
96	67-00023.000	0.135
97	67-00020.000	0.170
98	67-00021.000	0.123
99	67-00128.000	0.113

100	67-00130.000	0.107
101	67-00132.000	0.142
102	67-00133.000	0.160
103	67-00087.000	0.120
104	67-00027.000	0.122
105	67-00028.000	0.121
106	67-00029.000	0.091
107	67-00129.000	0.374
108	67-00131.000	0.243
109	67-00154.000	0.946
110	67-00054.000	0.245
111	67-00069.000	0.278
112	67-00050.000	0.204
113	67-60003.000	0.106
114	67-00002.000	0.393
115	67-00164.000	0.344
116	67-00039.000	0.195
117	67-60007.000	0.103
118	67-00001.000	0.248
119	02-01028.000	2.464
120	02-01027.000	11.373
121	67-00005.000	10.899
122	67-00166.000	0.232
123	67-00181.000	5.977
124	67-00163.000	7.647
125	67-00000.000	2.460
126	67-00003.000	0.960
127	67-00004.000	0.500
128	67-00012.000	0.016
129	67-00013.000	1.817
130	67-00063.000	13.078
131	67-00032.000	13.087
132	67-00141.000	2.878
133	67-00141.001	1.410
134	67-00157.000	0.779
135	68-00097.000	0.086
136	03-00664.000	1.178
137	68-00139.000	2.216
138	68-00145.000	2.996
139	68-00137.000	4.490
140	68-00137.003	0.497
141	67-00140.000	0.426
142	68-00086.000	2.524
143	68-00137.002	0.986
144	68-00137.001	1.011
145a	68-00085.001	26.721
145b	68-00085.001	12.929
146	68-00122.000	0.032
147	68-00000.000	0.092
148	68-00138.000	0.724
149	66-00027.000	2.556
150	66-00238.000	1.032
151	66-00454.000	1.797
152	66-00457.000	0.435
153	66-00455.000	1.624
154	66-00456.000	1.140
155	66-00429.000	15.098
156	66-00341.000	2.498
157	66-00073.000	34.988
158	66-00075.000	1.885
159	66-00073.000	7.056
160	66-00429.001	0.965
161	66-00000.000	7.201
162	68-00138.017	1.194
163	68-00138.013	1.570
164	68-00138.007	1.953
165	68-00138.011	2.465
166	68-00138.014	3.260
167	68-00138.008	4.037
168	68-00138.019	3.733
169	68-00138.021	27.954
170	66-00529.000	0.285
171	66-00252.000	0.951
172	66-00443.000	0.034
173	66-00073.001	1.144
174	66-00366.000	0.550
175	66-00261.000	0.263
176	66-00394.001	0.262
177	66-00260.000	0.155
178	66-00026.000	0.471
179	66-00127.000	0.244
180	66-00393.000	3.813
181	66-00524.000	1.684
182	66-00394.000	0.192
183	66-00395.000	0.879
184	66-00000.000	1.433
185	66-00331.000	0.024
186	66-00330.000	0.096
187	66-00329.000	0.092
188	66-00210.000	0.087
189	66-00209.000	0.071
190	66-00208.000	0.082
191	66-00207.000	0.100
192	66-00206.000	0.114
193	66-00168.000	0.101
194	66-00167.000	0.110
195	66-00166.000	0.119
196	66-00165.000	0.128
197	66-00164.000	0.208
198	66-00163.000	0.217
199	66-00162.000	0.146

200	66-00150.000	0.134
201	66-00149.000	0.123
202	66-00145.000	0.111
203	66-00000.000	1.459
204	66-00171.000	0.119
205	66-00170.000	0.114
206	66-00169.000	0.092
207	66-00546.000	0.092
208	66-00348.000	0.092
209	66-00347.000	0.092
210	66-00346.000	0.092
211	66-00345.000	0.092
212	66-00344.000	0.107
213	66-00343.000	0.107
214	66-00320.000	0.367
215	66-00319.000	0.092
216	66-00181.000	0.028
217	66-00523.000	0.774
218	66-00397.000	0.286
219	66-00354.000	1.398
220	68-00101.001	2.171
221	66-00504.000	3.431
222	66-00396.000	1.280
223	68-00039.000	0.235
224	68-00000.000	0.837
225	68-00101.000	6.712
226	66-00123.000	13.629
227	66-00113.000	2.820
228	66-00579.000	0.065
229	66-00565.000	2.093
230	66-00115.000	2.319
231	66-00342.000	2.954
232	66-00218.000	5.874
233	68-00038.000	3.577
234	68-00084.000	0.970
235	68-00093.000	0.964
236	68-00091.000	0.959
237	68-00023.000	0.955
238	68-00026.000	0.951
239	68-00025.000	0.952
240	68-00095.000	0.953
241	68-00096.000	0.953
242	68-00010.000	0.953
243	68-00011.000	0.952
244	68-00115.000	0.952
245	68-00024.000	0.640
246	68-00000.000	0.001
247	68-00073.000	0.264
248	68-00090.000	1.000
249	68-00054.000	1.000
250	68-00064.000	0.904
251	68-00082.000	0.904
252	68-00002.000	1.000
253	68-00007.000	1.093
254	68-00021.003	0.769
255	68-00019.000	0.824
256	68-00051.000	0.788
257	68-00081.000	0.582
258	68-00047.000	0.583
259	68-00075.000	0.898
260	03-00058.000	1.430
261	66-00213.000	1.634
262	66-60016.000	0.040
263	68-00021.000	3.710
264	68-00050.000	0.601
265	68-00048.000	0.750
266	68-00076.000	0.577
267	68-00049.000	0.608
268	66-00195.001	2.289
269	66-00122.000	0.151
270	68-00085.000	1.410
271	67-00178.000	4.422
272	68-00000.000	0.050
273	68-00000.000	0.055
274	68-00000.000	0.061
275	68-00000.000	0.135
276	68-00000.000	0.136
277	68-00000.000	0.067
278	68-00000.000	0.068
279	68-00000.000	0.069
280	68-00000.000	0.069
281	68-00000.000	0.069
282	68-00000.000	0.130
283	68-00000.000	0.054
284	68-00000.000	3.874
		692.620

*INDICATES SEVERED SURFACE AND MINERAL OWNER



Exhibit A-2																		
All Mineral Owners in the proposed Oboy SW CLR BL Unit																		
Tract Number	Lease ID Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Committed Working Interest Percentage	Applicant Working Interest Percentage	XTO Energy, Inc. Working Interest Percentage	Rice Drilling D, LLC Working Interest Percentage	Gulfport Appalachia, LLC Working Interest Percentage	Address	City	State	Zip
1	UTIC01534-000	Gateway Royalty III, LLC	Yes	1.000000	2.933	0.423465%	03-00260.000	Colerain	Belmont	0.423465%	0.423465%	0.000000%	0.000000%	0.000000%	Attn: Chris Oldham, President PO Box 637	Carrollton	OH	44615
2	UTIC06480-000	Joseph Oboy	Yes	1.000000	2.470	0.356617%	03-00273.001	Colerain	Belmont	0.356617%	0.338786%	0.017831%	0.000000%	0.000000%	71521 Hall Street	St. Clairsville	OH	43950
3	UTIC06609-000	Melissa A. Howell, aka Melissa A. Eaton	Yes	1.000000	3.666	0.529295%	03-00177.000	Colerain	Belmont	0.529295%	0.529295%	0.000000%	0.000000%	0.000000%	50555 Goletz Road	St. Clairsville	OH	43950
4	UTIC06609-000	Melissa A. Howell, aka Melissa A. Eaton	Yes	1.000000	3.352	0.483959%	03-00251.000	Colerain	Belmont	0.483959%	0.483959%	0.000000%	0.000000%	0.000000%	50555 Goletz Road	St. Clairsville	OH	43950
5	UTIC006562000	Tobianne Dean	Yes	1.000000	3.740	0.539979%	03-00130.000	Colerain	Belmont	0.539979%	0.539979%	0.000000%	0.000000%	0.000000%	72365 Grays Ridge Road	St. Clairsville	OH	43950
6	UTIC01854-000	Joshua R. Sloan	Yes	1.000000	7.536	1.088043%	03-00264.000	Colerain	Belmont	1.088043%	1.088043%	0.000000%	0.000000%	0.000000%	72097 Grays Ridge Road	St. Clairsville	OH	43950
7	UTC010376000	Edward Bassa, Jr.	Yes	1.000000	5.716	0.825272%	03-00087.000	Colerain	Belmont	0.825272%	0.784009%	0.041264%	0.000000%	0.000000%	50460 Howard Hill Road	St. Clairsville	OH	43950
8	UTIC01746-000	Karl Sikole and wife, Mary Sikole, as survivorship tenants	Yes	1.000000	13.907	2.007883%	03-00307.000	Colerain	Belmont	2.007883%	2.007883%	0.000000%	0.000000%	0.000000%	70638 Crescent Drive	St. Clairsville	OH	43950
9	UTIC01746-000	Karl Sikole and wife, Mary Sikole, as survivorship tenants	Yes	1.000000	18.679	2.696861%	03-00303.001	Colerain	Belmont	2.696861%	2.696861%	0.000000%	0.000000%	0.000000%	70638 Crescent Drive	St. Clairsville	OH	43950
10	UTC001853000	Matthew W. Frankovich and wife, Wendy S. Frankovich, as survivorship tenants	Yes	1.000000	0.830	0.119835%	03-00042.000	Colerain	Belmont	0.119835%	0.119835%	0.000000%	0.000000%	0.000000%	72095 Grays Ridge Road	St. Clairsville	OH	43950
11	UTC001853000	Matthew W. Frankovich and wife, Wendy S. Frankovich, as survivorship tenants	Yes	1.000000	4.619	0.666888%	03-00264.001	Colerain	Belmont	0.666888%	0.666888%	0.000000%	0.000000%	0.000000%	72095 Grays Ridge Road	St. Clairsville	OH	43950
12	UTIC10548-000	Eric M. Traczyk and wife, Jamie L. Traczyk, as survivorship tenants	Yes	1.000000	12.240	1.767203%	03-00299.000	Colerain	Belmont	1.767203%	1.767203%	0.000000%	0.000000%	0.000000%	72019 Grays Ridge Road	St. Clairsville	OH	43950
13	UTIC09624-000	Martin Libertosky, heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.136905	1.332	0.192306%	03-00263.000	Colerain	Belmont	0.192306%	0.192306%	0.000000%	0.000000%	0.000000%	7137 Harrell Road	Knoxville	TN	37931
13	UTIC09595-001	Stephen F. Libertosky, Jr., heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.136905	1.332	0.192306%	03-00263.000	Colerain	Belmont	0.192306%	0.192306%	0.000000%	0.000000%	0.000000%	71690 Robinson Hollow	St. Clairsville	OH	43950
13	UTIC09626-000	Anthony Charles, heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.068452	0.666	0.096152%	03-00263.000	Colerain	Belmont	0.096152%	0.096152%	0.000000%	0.000000%	0.000000%	290 Thornewood Drive	Grandville	OH	43023
13	UTIC09619-001	Wallace Libertosky, heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.068452	0.666	0.096152%	03-00263.000	Colerain	Belmont	0.096152%	0.096152%	0.000000%	0.000000%	0.000000%	3215 Frantz Road	Medina	OH	44256
13	UTIC09660-000	Joseph Kuberacki, heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.045635	0.444	0.064102%	03-00263.000	Colerain	Belmont	0.064102%	0.064102%	0.000000%	0.000000%	0.000000%	2807 Parkridge Circle NW	Canton	OH	44718
13	UTIC09554-000	Shirley Piechowski, heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.045635	0.444	0.064102%	03-00263.000	Colerain	Belmont	0.064102%	0.064102%	0.000000%	0.000000%	0.000000%	7653 Keywest Drive	Parma	OH	73154
13	UTIC09657-000	The Ann L. Shelter Revocable Living Trust, UAD 12/17/2002	Yes	0.045635	0.444	0.064102%	03-00263.000	Colerain	Belmont	0.064102%	0.064102%	0.000000%	0.000000%	0.000000%	Attn: Ann L. Shelter, Trustee 6180 Chesham Avenue NE	Canton	OH	44721
13	UTIC09665-000	Lillian Johns, heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.045635	0.444	0.064102%	03-00263.000	Colerain	Belmont	0.064102%	0.064102%	0.000000%	0.000000%	0.000000%	715 Greenfield Drive	Mansfield	OH	44904
13	UTIC09658-000	Veronica Burns, heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.045635	0.444	0.064102%	03-00263.000	Colerain	Belmont	0.064102%	0.064102%	0.000000%	0.000000%	0.000000%	591 Lake Cypress Circle	Oldsmar	FL	34677
13	UTIC09659-000	Theodore Kuberacki, heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.045635	0.444	0.064102%	03-00263.000	Colerain	Belmont	0.064102%	0.064102%	0.000000%	0.000000%	0.000000%	4531 Frazer Avenue NW	Canton	OH	44709
13	UTIC09761-000	Rose M. Ziemba, a single woman, heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.020833	0.203	0.029263%	03-00263.000	Colerain	Belmont	0.029263%	0.029263%	0.000000%	0.000000%	0.000000%	Attn: Daniel S. Ziemba 204 Dennis Lane	St. Clairsville	OH	43950
13	UTIC09622-001	Matilda Dubiel, heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.020833	0.203	0.029263%	03-00263.000	Colerain	Belmont	0.029263%	0.029263%	0.000000%	0.000000%	0.000000%	Attn: John T. Dubiel 42989 Mount Hope Road	Lafferty	OH	43977
13	UTIC10069-002	Luella Libertosky, heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.136905	1.332	0.192306%	03-00263.000	Colerain	Belmont	0.192306%	0.192306%	0.000000%	0.000000%	0.000000%	12117 Marguerite Avenue	Garfield Heights	OH	44125
13	UTIC10069-001	Stella Puskarich, heir of Tony Libertowski and Rosy Libertowski, deceased	Yes	0.136905	1.332	0.192306%	03-00263.000	Colerain	Belmont	0.192306%	0.192306%	0.000000%	0.000000%	0.000000%	4016 State Route 152	Dillonvale	OH	43917
14	UTIC01797-000	Siltstone Resources, LLC	Yes	0.500000	2.822	0.407366%	03-00248.000	Colerain	Belmont	0.407366%	0.407366%	0.000000%	0.000000%	0.000000%	Attn: Michael J. Faust, President 1801 Smith Street, Suite 2000	Houston	TX	77002
14	UTIC01797-000	Gateway Royalty III, LLC	Yes	0.400240	2.259	0.326089%	03-00248.000	Colerain	Belmont	0.326089%	0.326089%	0.000000%	0.000000%	0.000000%	Attn: Chris Oldham, President PO Box 637	Carrollton	OH	44615
14	UTIC01797-000	Siltstone Resources II, LLC	Yes	0.099760	0.563	0.081278%	03-00248.000	Colerain	Belmont	0.081278%	0.081278%	0.000000%	0.000000%	0.000000%	Attn: Michael J. Faust, President 1801 Smith Street, Suite 2000	Houston	TX	77002
15	UTIC20104-000	Steve Libertosky, Jr. and wife, Leslie M. Libertosky, as survivorship tenants	Yes	1.000000	8.492	1.226069%	03-00293.000	Colerain	Belmont	1.226069%	1.226069%	0.000000%	0.000000%	0.000000%	71690 Robinson Hollow	St. Clairsville	OH	43950
16	UTIC20104-000	Stephen F. Libertosky, Jr.	Yes	1.000000	6.055	0.874217%	03-00262.000	Colerain	Belmont	0.874217%	0.874217%	0.000000%	0.000000%	0.000000%	71690 Robinson Hollow	St. Clairsville	OH	43950
17	UTIC03120-000	Douglas J. Manion	Yes	0.500000	0.003	0.000361%	03-00102.000	Colerain	Belmont	0.000361%	0.000361%	0.000000%	0.000000%	0.000000%	71885 Grays Ridge Road	St. Clairsville	OH	43950
17	UTIC03120-000	Karen M. Foltz	Yes	0.500000	0.003	0.000361%	03-00102.000	Colerain	Belmont	0.000361%	0.000361%	0.000000%	0.000000%	0.000000%	71885 Grays Ridge Road	St. Clairsville	OH	43950
18	UTIC10548-000	Eric M. Traczyk and wife, Jamie L. Traczyk, as survivorship tenants	Yes	1.000000	2.417	0.348965%	03-00671.000	Colerain	Belmont	0.348965%	0.348965%	0.000000%	0.000000%	0.000000%	72019 Grays Ridge Road	St. Clairsville	OH	43950
19	UTIC02942-000	Brookfield Energy, LLC	Yes	1.000000	1.010	0.145823%	03-00298.001	Colerain	Belmont	0.145823%	0.145823%	0.000000%	0.000000%	0.000000%	Attn: Edward B. Lange 1865 East 16th Place	Tulsa	OK	74104
20	UTIC03120-000	Douglas J. Manion	Yes	0.500000	1.583	0.228552%	03-00101.000	Colerain	Belmont	0.228552%	0.228552%	0.000000%	0.000000%	0.000000%	71885 Grays Ridge Road	St. Clairsville	OH	43950
20	UTIC03120-000	Karen M. Foltz	Yes	0.500000	1.583	0.228552%	03-00101.000	Colerain	Belmont	0.228552%	0.228552%	0.000000%	0.000000%	0.000000%	71885 Grays Ridge Road	St. Clairsville	OH	43950
21	UTIC20104-000	Stephen F. Libertosky, Jr.	Yes	1.000000	63.587	9.180647%	03-00261.000	Colerain	Belmont	9.180647%	9.180647%	0.000000%	0.000000%	0.000000%	71690 Robinson Hollow	St. Clairsville	OH	43950
22	Ascent Resources - Utica, LLC	Capstone Holding Company	Yes	1.000000	41.174	5.944674%	03-00254.000	Colerain	Belmont	5.944674%	5.944674%	0.000000%	0.000000%	0.000000%	Attn: John P. Dutton, President PO Box 115	Bannock	OH	43972
23	UTIC01740-000	Joan E. Evick	Yes	1.000000	2.594	0.374520%	03-00334.000	Colerain	Belmont	0.374520%	0.374520%	0.000000%	0.000000%	0.000000%	67028 Joella Drive	St. Clairsville	OH	43950
24	Ascent Resources - Utica, LLC	Capstone Holding Company	Yes	1.000000	0.942	0.136005%	03-00078.000	Colerain	Belmont	0.136005%	0.136005%	0.000000%	0.000000%	0.000000%	Attn: John P. Dutton, President PO Box 115	Bannock	OH	43972
25	UTIC09774-000	Steven J. Shrieve	Yes	0.333333	0.012	0.001733%	03-00184.000	Colerain	Belmont	0.001733%	0.001733%	0.000000%	0.000000%	0.000000%	7214 Hyatt Street	San Diego	CA	92111
25	UTIC09808-001	Robert James Shrieve	Yes	0.333333	0.012	0.001733%	03-00184.000	Colerain	Belmont	0.001733%	0.001733%	0.000000%	0.000000%	0.000000%	4328 Latimer Avenue	San Jose	CA	95130
25	UTIC09765-000	Dorothy J. Herndon, HTTA Dorothy J. Herndon	Yes	0.333333	0.012	0.001733%	03-00184.000	Colerain	Belmont	0.001733%	0.001733%	0.000000%	0.000000%	0.000000%	2228 E. Greenlee Road	Tucson	AZ	85719
26	Ascent Resources - Utica, LLC	Capstone Holding Company	Yes	1.000000	0.859	0.124022%	03-00147.000	Colerain	Belmont	0.124022%	0.124022%	0.000000%	0.000000%	0.000000%	Attn: John P. Dutton, President PO Box 115	Bannock	OH	43972
27	Ascent Resources - Utica, LLC	Capstone Holding Company	Yes	1.000000	0.226	0.032630%	03-00116.000	Colerain	Belmont	0.032630%	0.032630%	0.000000%	0.000000%	0.000000%	Attn: John P. Dutton, President PO Box 115	Bannock	OH	43972
28	UTIC03988-000	Capstone Holding Company	Yes	1.000000	2.354	0.339869%	03-00281.001	Colerain	Belmont	0.339869%	0.339869%	0.000000%	0.000000%	0.000000%	Attn: John P. Dutton, President PO Box 115	Bannock	OH	43972
29	UTIC03988-000	Capstone Holding Company	Yes	1.000000	0.720	0.103953%	03-00281.002	Colerain	Belmont	0.103953%	0.103953%	0.000000%	0.000000%	0.000000%	Attn: John P. Dutton, President PO Box 115	Bannock	OH	43972

Exhibit A-2																		
All Mineral Owners in the proposed Oboy SW CLR BL Unit																		
Tract Number	Lease ID Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Committed Working Interest Percentage	Applicant Working Interest Percentage	XTO Energy, Inc. Working Interest Percentage	Rice Drilling D, LLC Working Interest Percentage	Gulfport Appalachia, LLC Working Interest Percentage	Address	City	State	Zip
30	UTIC03988-000	Capstone Holding Company	Yes	1.000000	56.429	8.147180%	03-00281.000	Colerain	Belmont	8.147180%	8.147180%	0.000000%	0.000000%	0.000000%	Attn: John P. Dutton, President PO Box 115	Bannock	OH	43972
31	UTIC01939-000	GeoFlo, LLC	Yes	1.000000	12.827	1.851953%	67-00108.000	Colerain	Belmont	1.851953%	1.851953%	0.000000%	0.000000%	0.000000%	Attn: David G. Krulock PO Box 24	Morristown	OH	43759
32	UTIC01939-000	Krulock Coal Company, Inc.	Yes	1.000000	1.343	0.193901%	67-00106.000	Colerain	Belmont	0.193901%	0.193901%	0.000000%	0.000000%	0.000000%	Attn: David G. Krulock PO Box 24	Morristown	OH	43759
33	UTIC09159-000	Jeanette M. Yanssens	Yes	1.000000	0.244	0.035229%	67-00187.000	Colerain	Belmont	0.035229%	0.035229%	0.000000%	0.000000%	0.000000%	4773 State Highway 151	Mingo Junction	OH	43938
34	UTIC09159-000	Jeanette M. Yanssens	Yes	1.000000	0.636	0.091825%	67-00188.000	Colerain	Belmont	0.091825%	0.091825%	0.000000%	0.000000%	0.000000%	4773 State Highway 151	Mingo Junction	OH	43938
35	UTIC01939-000	Krulock Coal Company, Inc.	Yes	1.000000	0.285	0.041148%	67-00107.000	Colerain	Belmont	0.041148%	0.041148%	0.000000%	0.000000%	0.000000%	Attn: David G. Krulock PO Box 24	Morristown	OH	43759
36	UTIC10026-000	CSX Transportation, Inc.	Yes	1.000000	3.520	0.508215%	03-90008.000	Colerain	Belmont	0.508215%	0.508215%	0.000000%	0.000000%	0.000000%	Attn: Richard M. Hood 500 Water Street	Jacksonville	FL	32202
37	UTIC10026-000	CSX Transportation, Inc.	Yes	1.000000	0.986	0.142358%	68-00000.000	Colerain	Belmont	0.142358%	0.142358%	0.000000%	0.000000%	0.000000%	Attn: Richard M. Hood 500 Water Street	Jacksonville	FL	32202
38	Ascent Resources - Utica, LLC	Robert P. Posock, aka Robert Posock	Yes	0.200000	0.114	0.016517%	68-00139.000	Colerain	Belmont	0.016517%	0.016517%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
38	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.800000	0.458	0.066068%	68-00139.000	Colerain	Belmont	0.066068%	0.066068%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
39	UTIC01939-000	GeoFlo, LLC	Yes	1.000000	5.161	0.745142%	67-00110.000	Colerain	Belmont	0.745142%	0.745142%	0.000000%	0.000000%	0.000000%	Attn: David G. Krulock PO Box 24	Morristown	OH	43759
40	UTIC10026-000	CSX Transportation, Inc.	Yes	1.000000	0.352	0.050822%	67-00000.000	Colerain	Belmont	0.050822%	0.050822%	0.000000%	0.000000%	0.000000%	Attn: Richard M. Hood 500 Water Street	Jacksonville	FL	32202
41	UTIC01939-000	GeoFlo, LLC	Yes	1.000000	2.044	0.295111%	67-00110.000	Colerain	Belmont	0.295111%	0.295111%	0.000000%	0.000000%	0.000000%	Attn: David G. Krulock PO Box 24	Morristown	OH	43759
42	UTC006525000	Heritage Resources - Utica Minerals, LLC	Yes	1.000000	0.035	0.005053%	67-60009.000	Colerain	Belmont	0.005053%	0.004801%	0.000253%	0.000000%	0.000000%	Attn: Kristen Rogstad PO Box 13580	Oklahoma City	OK	73113
43	Ascent Resources - Utica, LLC	Carole C. Masse, HTTA Carol C. Masse	Yes	1.000000	0.030	0.004331%	67-00045.000	Colerain	Belmont	0.004331%	0.004331%	0.000000%	0.000000%	0.000000%	812 Walnut Street	Martins Ferry	OH	43935
44	Ascent Resources - Utica, LLC	Carole C. Masse, HTTA Carol C. Masse	Yes	1.000000	0.042	0.006064%	67-00044.000	Colerain	Belmont	0.006064%	0.006064%	0.000000%	0.000000%	0.000000%	812 Walnut Street	Martins Ferry	OH	43935
45	UTIC11985-000	Keena Marie Uresti and husband, Michael R. Uresti, as survivorship tenants	Yes	1.000000	0.394	0.056885%	67-00184.000	Colerain	Belmont	0.056885%	0.056885%	0.000000%	0.000000%	0.000000%	4406 Vandermere Court	Kingwood	TX	77345
46	UTIC11984-000	Wiley E. Myers	Yes	0.500000	0.127	0.018264%	67-60008.000	Colerain	Belmont	0.018264%	0.018264%	0.000000%	0.000000%	0.000000%	1257 County Road 6	Dillonvale	OH	43917
46	UTIC18492-000	Wiley Phillips	Yes	0.500000	0.127	0.018264%	67-60008.000	Colerain	Belmont	0.018264%	0.018264%	0.000000%	0.000000%	0.000000%	71530 Center Street	St. Clairsville	OH	43950
47	UTIC13234-000	Jeffrey L. Fisher, Sr. and Mariel B. Fisher, as survivorship tenants	Yes	1.000000	0.108	0.015593%	67-00097.000	Colerain	Belmont	0.015593%	0.015593%	0.000000%	0.000000%	0.000000%	71420 Front Street	St. Clairsville	OH	43950
48	UTIC13234-000	Jeffrey L. Fisher, Sr. and Mariel B. Fisher, as survivorship tenants	Yes	1.000000	0.097	0.014005%	67-00099.000	Colerain	Belmont	0.014005%	0.014005%	0.000000%	0.000000%	0.000000%	71420 Front Street	St. Clairsville	OH	43950
49	UTIC13234-000	Jeffrey L. Fisher, Sr. and Mariel B. Fisher, as survivorship tenants	Yes	1.000000	0.098	0.014149%	67-00100.000	Colerain	Belmont	0.014149%	0.014149%	0.000000%	0.000000%	0.000000%	71420 Front Street	St. Clairsville	OH	43950
50	UTIC13234-000	Mariel B. Fisher and Jeffrey L. Fisher, Sr., as survivorship tenants	Yes	1.000000	0.099	0.014294%	67-00159.000	Colerain	Belmont	0.014294%	0.014294%	0.000000%	0.000000%	0.000000%	71420 Front Street	St. Clairsville	OH	43950
51	UTC001110000	Mark Cuiksa	Yes	1.000000	0.096	0.013860%	67-00055.000	Colerain	Belmont	0.013860%	0.013860%	0.000000%	0.000000%	0.000000%	71390 Front Street	St. Clairsville	OH	43950
52	UTIC11877-000	William McGarry, Jr.	Yes	1.000000	0.076	0.010973%	67-00143.000	Colerain	Belmont	0.010973%	0.010973%	0.000000%	0.000000%	0.000000%	PO Box 155	Glencoe	OH	43928
53	UTC001110000	Mark Cuiksa	Yes	1.000000	0.026	0.003754%	67-00144.000	Colerain	Belmont	0.003754%	0.003754%	0.000000%	0.000000%	0.000000%	71390 Front Street	St. Clairsville	OH	43950
54	UTC001110000	Mark Cuiksa	Yes	1.000000	0.067	0.009673%	67-00142.000	Colerain	Belmont	0.009673%	0.009673%	0.000000%	0.000000%	0.000000%	71390 Front Street	St. Clairsville	OH	43950
55	UTIC11657-000	Carol A. Davies	Yes	1.000000	0.094	0.013572%	67-00051.000	Colerain	Belmont	0.013572%	0.013572%	0.000000%	0.000000%	0.000000%	48128 Sloans Run Road	St. Clairsville	OH	43950
56	UTIC11657-000	Carol A. Davies	Yes	1.000000	0.095	0.013716%	67-00046.000	Colerain	Belmont	0.013716%	0.013716%	0.000000%	0.000000%	0.000000%	48128 Sloans Run Road	St. Clairsville	OH	43950
57	UTIC11657-000	Carol A. Davies	Yes	1.000000	0.097	0.014005%	67-00047.000	Colerain	Belmont	0.014005%	0.014005%	0.000000%	0.000000%	0.000000%	48128 Sloans Run Road	St. Clairsville	OH	43950
58	UTIC11878-000	205, LLC	Yes	1.000000	0.069	0.009962%	67-00095.000	Colerain	Belmont	0.009962%	0.009962%	0.000000%	0.000000%	0.000000%	Attn: Arvind A. Patel 16 Renaissance Way	Wheeling	WV	26003
59	UTIC11878-000	205, LLC	Yes	1.000000	0.099	0.014294%	67-00096.000	Colerain	Belmont	0.014294%	0.014294%	0.000000%	0.000000%	0.000000%	Attn: Arvind A. Patel 16 Renaissance Way	Wheeling	WV	26003
60	UTIC20477-000	Wesley Neal and wife, Angel Neal	Yes	1.000000	0.097	0.014005%	67-00081.000	Colerain	Belmont	0.014005%	0.014005%	0.000000%	0.000000%	0.000000%	70840 Crescent Road	St. Clairsville	OH	43950
61	UTIC12289-000	Michael G. Shreve and wife, Reba M. Shreve	Yes	1.000000	0.098	0.014149%	67-00103.000	Colerain	Belmont	0.014149%	0.014149%	0.000000%	0.000000%	0.000000%	69670 Crestview Lane	St. Clairsville	OH	43950
62	UTIC12289-000	Michael G. Shreve and wife, Reba M. Shreve	Yes	1.000000	0.098	0.014149%	67-00104.000	Colerain	Belmont	0.014149%	0.014149%	0.000000%	0.000000%	0.000000%	69670 Crestview Lane	St. Clairsville	OH	43950
63	UTIC12289-000	Michael G. Shreve and wife, Reba M. Shreve	Yes	1.000000	0.100	0.014438%	67-00105.000	Colerain	Belmont	0.014438%	0.014438%	0.000000%	0.000000%	0.000000%	69670 Crestview Lane	St. Clairsville	OH	43950
64	Ascent Resources - Utica, LLC	Michael G. Shreve and wife, Reba M. Shreve	Yes	0.793651	0.182	0.026240%	67-00139.000	Colerain	Belmont	0.026240%	0.026240%	0.000000%	0.000000%	0.000000%	69670 Crestview Lane	St. Clairsville	OH	43950
64	Unleased Mineral Interest	Margaret Poncel	No	0.068783	0.016	0.002274%	67-00139.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	4730 59th Street, Apt. 4F	Woodside	NY	11377
64	Unleased Mineral Interest	Robert Poncel	No	0.068783	0.016	0.002274%	67-00139.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	25914 86th Avenue	Bellerose	NY	11426
64	Unleased Mineral Interest	Theodore Poncel, Jr.	No	0.068783	0.016	0.002274%	67-00139.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	4730 59th Street, Apt. 4F	Woodside	NY	11377
65	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.127	0.018336%	67-00000.000	Colerain	Belmont	0.018336%	0.018336%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
66	UTC015444000	Christine A. Supanik	Yes	1.000000	0.133	0.019202%	67-00019.000	Colerain	Belmont	0.019202%	0.019202%	0.000000%	0.000000%	0.000000%	71331 Center Street	St. Clairsville	OH	43950
67	UTC015444000	Christine A. Supanik and husband, Steven Supanik	Yes	1.000000	0.096	0.013860%	67-00179.000	Colerain	Belmont	0.013860%	0.013860%	0.000000%	0.000000%	0.000000%	71331 Center Street	St. Clairsville	OH	43950
68	UTIC20555-000	Thomas Alan Garan, Jr. and wife, Kimberly E. Garan	Yes	0.250000	0.024	0.003465%	67-00067.000	Colerain	Belmont	0.003465%	0.003465%	0.000000%	0.000000%	0.000000%	57639 South Eleanor	Bridgeport	OH	43912
68	Unleased Mineral Interest	Lucinda Jo Garan Tirpak	No	0.250000	0.024	0.003465%	67-00067.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	71322 South Sharon Road	Bridgeport	OH	43912
68	Unleased Mineral Interest	Kenneth Eugene Garan	No	0.250000	0.024	0.003465%	67-00067.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	70716 Crescent Road	St. Clairsville	OH	43950
68	UTIC20574-000	Mary Margaret Garan Truax and husband, Edward W. Truax, Jr.	Yes	0.250000	0.024	0.003465%	67-00067.000	Colerain	Belmont	0.003465%	0.003465%	0.000000%	0.000000%	0.000000%	9 Austin Avenue	Wheeling	WV	26003
69	UTIC20555-000	Thomas Alan Garan, Jr. and wife, Kimberly E. Garan	Yes	0.250000	0.023	0.003321%	67-00066.000	Colerain	Belmont	0.003321%	0.003321%	0.000000%	0.000000%	0.000000%	57639 South Eleanor	Bridgeport	OH	43912
69	Unleased Mineral Interest	Lucinda Jo Garan Tirpak	No	0.250000	0.023	0.003321%	67-00066.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	71322 South Sharon Road	Bridgeport	OH	43912

Exhibit A-2																		
All Mineral Owners in the proposed Obov SW CLR BL Unit																		
Tract Number	Lease ID Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Committed Working Interest Percentage	Applicant Working Interest Percentage	XTO Energy, Inc. Working Interest Percentage	Rice Drilling D, LLC Working Interest Percentage	Gulfport Appalachia, LLC Working Interest Percentage	Address	City	State	Zip
69	Unleased Mineral Interest	Kenneth Eugene Garan	No	0.250000	0.023	0.003321%	67-00066.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	70716 Crescent Road	St. Clairsville	OH	43950
69	UTIC20574-000	Mary Margaret Garan Truax and husband, Edward W. Truax, Jr.	Yes	0.250000	0.023	0.003321%	67-00066.000	Colerain	Belmont	0.003321%	0.003321%	0.000000%	0.000000%	0.000000%	9 Austin Avenue	Wheeling	WV	26003
70	UTIC20555-000	Thomas Alan Garan, Jr. and wife, Kimberly E. Garan	Yes	0.250000	0.023	0.003285%	67-00064.000	Colerain	Belmont	0.003285%	0.003285%	0.000000%	0.000000%	0.000000%	57639 South Eleanor	Bridgeport	OH	43912
70	Unleased Mineral Interest	Lucinda Jo Garan Tirpak	No	0.250000	0.023	0.003285%	67-00064.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	71322 South Sharon Road	Bridgeport	OH	43912
70	Unleased Mineral Interest	Kenneth Eugene Garan	No	0.250000	0.023	0.003285%	67-00064.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	70716 Crescent Road	St. Clairsville	OH	43950
70	UTIC20574-000	Mary Margaret Garan Truax and husband, Edward W. Truax, Jr.	Yes	0.250000	0.023	0.003285%	67-00064.000	Colerain	Belmont	0.003285%	0.003285%	0.000000%	0.000000%	0.000000%	9 Austin Avenue	Wheeling	WV	26003
71	Unleased Mineral Interest	James M. Johnson and wife, Ellen Marie Johnson	No	0.500000	0.044	0.006353%	67-00082.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	4449 Highland Avenue	Shadyside	OH	43937
71	Unleased Mineral Interest	Erinn E. Rynkivich and husband, Stewart Rynkivich	No	0.500000	0.044	0.006353%	67-00082.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3 Lava Avenue	Wheeling	WV	26003
72	UTIC15502-000	Jeffrey D. Starkey	Yes	0.500000	0.040	0.005775%	67-00056.000	Colerain	Belmont	0.005775%	0.005775%	0.000000%	0.000000%	0.000000%	52521 Lakeview Drive	Dillonvale	OH	43917
72	UTIC15516-000	Richard Starkey	Yes	0.500000	0.040	0.005775%	67-00056.000	Colerain	Belmont	0.005775%	0.005775%	0.000000%	0.000000%	0.000000%	1119 West Jefferson Street	Martins Ferry	OH	43935
73	UTIC15380-000	Tonya Darlene Weekley	Yes	1.000000	0.096	0.013860%	67-00165.000	Colerain	Belmont	0.013860%	0.013860%	0.000000%	0.000000%	0.000000%	71355 Center Street	St. Clairsville	OH	43950
74	UTIC11656-000	Rita M. Fodor	Yes	1.000000	0.092	0.013283%	67-00090.000	Colerain	Belmont	0.013283%	0.013283%	0.000000%	0.000000%	0.000000%	66609 Glencoe Road	St. Clairsville	OH	43950
75	Unleased Mineral Interest	Marjorie E. Leasure, fka Marjorie E. Dombroski	No	1.000000	0.089	0.012850%	67-00052.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	71381 Center Street	St. Clairsville	OH	43950
76	UTIC11877-000	William McGarry, Jr.	Yes	1.000000	0.088	0.012705%	67-00145.000	Colerain	Belmont	0.012705%	0.012705%	0.000000%	0.000000%	0.000000%	PO Box 155	Glencoe	OH	43928
77	Unleased Mineral Interest	Debbie Lynn Makris, f/k/a Debbie Richards and husband, William J. Makris	No	1.000000	0.096	0.013860%	67-00138.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	8484 Hazelton-Etna Road SW	Pataskala	OH	43062
78	UTIC12169-000	Jeffrey L. Fisher	Yes	1.000000	0.098	0.014149%	67-00077.000	Colerain	Belmont	0.014149%	0.014149%	0.000000%	0.000000%	0.000000%	66991 Henderson Road	St. Clairsville	OH	43950
79	UTIC12169-000	Jeffrey L. Fisher	Yes	1.000000	0.098	0.014149%	67-00076.000	Colerain	Belmont	0.014149%	0.014149%	0.000000%	0.000000%	0.000000%	66991 Henderson Road	St. Clairsville	OH	43950
80	UTIC12169-000	Jeffrey L. Fisher	Yes	1.000000	0.096	0.013860%	67-00075.000	Colerain	Belmont	0.013860%	0.013860%	0.000000%	0.000000%	0.000000%	66991 Henderson Road	St. Clairsville	OH	43950
81	UTIC13234-000	Jeffrey L. Fisher, Sr. and Mariel B. Fisher, as survivorship tenants	Yes	1.000000	0.131	0.018914%	67-00098.000	Colerain	Belmont	0.018914%	0.018914%	0.000000%	0.000000%	0.000000%	71420 Front Street	St. Clairsville	OH	43950
82	UTIC13361-000	Robert L. Bassa Jr. and wife, Debbra K. Bassa, as survivorship tenants	Yes	1.000000	0.103	0.014871%	67-00078.000	Colerain	Belmont	0.014871%	0.014871%	0.000000%	0.000000%	0.000000%	71420 Center Street	St. Clairsville	OH	43950
83	UTIC13361-000	Robert L. Bassa Jr. and wife, Debbra K. Bassa, as survivorship tenants	Yes	1.000000	0.103	0.014871%	67-00079.000	Colerain	Belmont	0.014871%	0.014871%	0.000000%	0.000000%	0.000000%	71420 Center Street	St. Clairsville	OH	43950
84	UTIC13361-000	Robert L. Bassa Jr. and wife, Debbra K. Bassa, as survivorship tenants	Yes	1.000000	0.105	0.015160%	67-00080.000	Colerain	Belmont	0.015160%	0.015160%	0.000000%	0.000000%	0.000000%	71420 Center Street	St. Clairsville	OH	43950
85	UTIC13469-000	Robert L. Bassa, Sr. and wife, Ksavera A. Bassa	Yes	1.000000	0.105	0.015160%	67-00024.000	Colerain	Belmont	0.015160%	0.015160%	0.000000%	0.000000%	0.000000%	71386 Center Street	St. Clairsville	OH	43950
86	UTIC13469-000	Robert L. Bassa, Sr. and wife, Ksavera A. Bassa, as survivorship tenants	Yes	1.000000	0.103	0.014871%	67-00025.000	Colerain	Belmont	0.014871%	0.014871%	0.000000%	0.000000%	0.000000%	71386 Center Street	St. Clairsville	OH	43950
87	UTIC13469-000	Robert L. Bassa, Sr. and wife, Ksavera A. Bassa, as survivorship tenants	Yes	1.000000	0.029	0.004187%	67-00026.000	Colerain	Belmont	0.004187%	0.004187%	0.000000%	0.000000%	0.000000%	71386 Center Street	St. Clairsville	OH	43950
88	UTC013504000	Kimberly Dagan and husband, Jack Dagan	Yes	1.000000	0.092	0.013283%	67-00070.000	Colerain	Belmont	0.013283%	0.013283%	0.000000%	0.000000%	0.000000%	70419 Barton Road	St. Clairsville	OH	43950
89	UTIC11566-000	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	Yes	1.000000	0.098	0.014149%	67-00123.000	Colerain	Belmont	0.014149%	0.014149%	0.000000%	0.000000%	0.000000%	1060 Addison Street	Washington	PA	15301
90	UTIC11566-000	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	Yes	1.000000	0.104	0.015015%	67-00124.000	Colerain	Belmont	0.015015%	0.015015%	0.000000%	0.000000%	0.000000%	1060 Addison Street	Washington	PA	15301
91	UTIC11566-000	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	Yes	1.000000	0.081	0.011695%	67-00125.000	Colerain	Belmont	0.011695%	0.011695%	0.000000%	0.000000%	0.000000%	1060 Addison Street	Washington	PA	15301
92	UTIC11566-000	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	Yes	1.000000	0.110	0.015882%	67-00126.000	Colerain	Belmont	0.015882%	0.015882%	0.000000%	0.000000%	0.000000%	1060 Addison Street	Washington	PA	15301
93	UTIC11566-000	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	Yes	1.000000	0.099	0.014294%	67-00127.000	Colerain	Belmont	0.014294%	0.014294%	0.000000%	0.000000%	0.000000%	1060 Addison Street	Washington	PA	15301
94	UTIC20555-000	Thomas Alan Garan, Jr. and wife, Kimberly E. Garan	Yes	0.250000	0.026	0.003754%	67-00065.000	Colerain	Belmont	0.003754%	0.003754%	0.000000%	0.000000%	0.000000%	57639 South Eleanor	Bridgeport	OH	43912
94	Unleased Mineral Interest	Lucinda Jo Garan Tirpak	No	0.250000	0.026	0.003754%	67-00065.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	71322 South Sharon Road	Bridgeport	OH	43912
94	Unleased Mineral Interest	Kenneth Eugene Garan	No	0.250000	0.026	0.003754%	67-00065.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	70716 Crescent Road	St. Clairsville	OH	43950
94	UTIC20574-000	Mary Margaret Garan Truax and husband, Edward W. Truax, Jr.	Yes	0.250000	0.026	0.003754%	67-00065.000	Colerain	Belmont	0.003754%	0.003754%	0.000000%	0.000000%	0.000000%	9 Austin Avenue	Wheeling	WV	26003
95	UTIC13684-000	James Joseph Bassa, Sr.	Yes	1.000000	0.105	0.015160%	67-00022.000	Colerain	Belmont	0.015160%	0.015160%	0.000000%	0.000000%	0.000000%	33445 Akron Boat Club Road	Piedmont	OH	43983
96	UTIC13684-000	James Joseph Bassa, Sr.	Yes	1.000000	0.135	0.019491%	67-00023.000	Colerain	Belmont	0.019491%	0.019491%	0.000000%	0.000000%	0.000000%	33445 Akron Boat Club Road	Piedmont	OH	43983
97	UTIC13684-000	James Joseph Bassa, Sr.	Yes	1.000000	0.170	0.024544%	67-00020.000	Colerain	Belmont	0.024544%	0.024544%	0.000000%	0.000000%	0.000000%	33445 Akron Boat Club Road	Piedmont	OH	43983
98	UTIC13684-000	James Joseph Bassa, Sr.	Yes	1.000000	0.123	0.017759%	67-00021.000	Colerain	Belmont	0.017759%	0.017759%	0.000000%	0.000000%	0.000000%	33445 Akron Boat Club Road	Piedmont	OH	43983
99	UTIC11566-000	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	Yes	1.000000	0.113	0.016315%	67-00128.000	Colerain	Belmont	0.016315%	0.016315%	0.000000%	0.000000%	0.000000%	1060 Addison Street	Washington	PA	15301
100	UTIC11566-000	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	Yes	1.000000	0.107	0.015449%	67-00130.000	Colerain	Belmont	0.015449%	0.015449%	0.000000%	0.000000%	0.000000%	1060 Addison Street	Washington	PA	15301
101	UTIC11566-000	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	Yes	1.000000	0.142	0.020502%	67-00132.000	Colerain	Belmont	0.020502%	0.020502%	0.000000%	0.000000%	0.000000%	1060 Addison Street	Washington	PA	15301
102	UTIC11566-000	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	Yes	1.000000	0.160	0.023101%	67-00133.000	Colerain	Belmont	0.023101%	0.023101%	0.000000%	0.000000%	0.000000%	1060 Addison Street	Washington	PA	15301
103	UTIC11566-000	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	Yes	1.000000	0.120	0.017326%	67-00087.000	Colerain	Belmont	0.017326%	0.017326%	0.000000%	0.000000%	0.000000%	1060 Addison Street	Washington	PA	15301
104	UTIC13469-000	Robert L. Bassa, Sr. and wife, Ksavera A. Bassa, as survivorship tenants	Yes	1.000000	0.122	0.017614%	67-00027.000	Colerain	Belmont	0.017614%	0.017614%	0.000000%	0.000000%	0.000000%	71386 Center Street	St. Clairsville	OH	43950
105	UTIC13361-000	Robert L. Bassa, Jr. and wife, Debbra K. Bassa, as survivorship tenants	Yes	1.000000	0.121	0.017470%	67-00028.000	Colerain	Belmont	0.017470%	0.017470%	0.000000%	0.000000%	0.000000%	71420 Center Street	St. Clairsville	OH	43950
106	UTIC13361-000	Robert L. Bassa, Jr. and wife, Debbra K. Bassa, as survivorship tenants	Yes	1.000000	0.091	0.013139%	67-00029.000	Colerain	Belmont	0.013139%	0.013139%	0.000000%	0.000000%	0.000000%	71420 Center Street	St. Clairsville	OH	43950

Exhibit A-2																		
All Mineral Owners in the proposed Oboyl SW CLR BL Unit																		
Tract Number	Lease ID Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Committed Working Interest Percentage	Applicant Working Interest Percentage	XTO Energy, Inc. Working Interest Percentage	Rice Drilling D, LLC Working Interest Percentage	Gulfport Appalachia, LLC Working Interest Percentage	Address	City	State	Zip
107	UTIC11566-000	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	Yes	1.000000	0.374	0.053998%	67-00129.000	Colerain	Belmont	0.053998%	0.053998%	0.000000%	0.000000%	0.000000%	1060 Addison Street	Washington	PA	15301
108	UTIC11566-000	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	Yes	1.000000	0.243	0.035084%	67-00131.000	Colerain	Belmont	0.035084%	0.035084%	0.000000%	0.000000%	0.000000%	1060 Addison Street	Washington	PA	15301
109	UTIC02500-000	Desiree M. Dembrosky and husband, Charles Dembrosky, as survivorship tenants	Yes	1.000000	0.946	0.136583%	67-00154.000	Colerain	Belmont	0.136583%	0.136583%	0.000000%	0.000000%	0.000000%	71455 Crescent Road	St. Clairsville	OH	43950
110	UTIC12288-000	Dorothy A. Wiley and husband, Richard A. Wiley	Yes	1.000000	0.245	0.035373%	67-00054.000	Colerain	Belmont	0.035373%	0.035373%	0.000000%	0.000000%	0.000000%	24196 County Road 93	Fresno	OH	43824
111	UTC015444000	Steven Supanik and wife Christine Supanik, as survivorship tenants	Yes	1.000000	0.278	0.040137%	67-00069.000	Colerain	Belmont	0.040137%	0.040137%	0.000000%	0.000000%	0.000000%	71331 Center Street	St. Clairsville	OH	43950
112	UTIC15551-000	205, LLC	Yes	1.000000	0.204	0.029453%	67-00050.000	Colerain	Belmont	0.029453%	0.029453%	0.000000%	0.000000%	0.000000%	Attn: Arvind A. Patel 16 Renaissance Way	Wheeling	WV	26003
113	Ascent Resources - Utica, LLC	Belmont County Board of Commissioners	Yes	1.000000	0.106	0.015304%	67-60003.000	Colerain	Belmont	0.015304%	0.015304%	0.000000%	0.000000%	0.000000%	Attn: J. P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
114	UTIC15437-000	Shane Smolenak and Megan Smolenak, as survivorship tenants	Yes	1.000000	0.393	0.056741%	67-00002.000	Colerain	Belmont	0.056741%	0.056741%	0.000000%	0.000000%	0.000000%	71405 Crescent Road	St. Clairsville	OH	43950
115	UTIC15437-000	Kirk P. Smolenak and wife, Jennifer S. Smolenak, as survivorship tenants	Yes	1.000000	0.344	0.049666%	67-00164.000	Colerain	Belmont	0.049666%	0.049666%	0.000000%	0.000000%	0.000000%	71395 Crescent Road	St. Clairsville	OH	43950
116	UTIC15500-000	David L. Clark	Yes	1.000000	0.195	0.028154%	67-00039.000	Colerain	Belmont	0.028154%	0.028154%	0.000000%	0.000000%	0.000000%	71385 Crescent Road	St. Clairsville	OH	43950
117	Ascent Resources - Utica, LLC	Timberwolf Minerals, LLC	Yes	1.000000	0.103	0.014871%	67-60007.000	Colerain	Belmont	0.014871%	0.014871%	0.000000%	0.000000%	0.000000%	Attn: Chase Williams PO Box 701553	Tulsa	OK	74170
118	Ascent Resources - Utica, LLC	Heritage Resources - Utica Minerals, LLC	Yes	1.000000	0.248	0.035806%	67-00001.000	Colerain	Belmont	0.035806%	0.035806%	0.000000%	0.000000%	0.000000%	Attn: Kristen Rogstad PO Box 13580	Oklahoma City	OK	73113
119	UTIC23457-000	Capstone Holding Company	Yes	1.000000	2.464	0.355751%	02-01028.000	Colerain	Belmont	0.355751%	0.355751%	0.000000%	0.000000%	0.000000%	Attn: John P. Dutton, President PO Box 115	Bannock	OH	43972
120	Ascent Resources - Utica, LLC	Robert P. Posock, aka Robert Posock	Yes	0.200000	2.275	0.328405%	02-01027.000	Colerain	Belmont	0.328405%	0.328405%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
120	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.800000	9.098	1.313621%	02-01027.000	Colerain	Belmont	1.313621%	1.313621%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
121	UTC014892000	Donald D. Semancik	Yes	1.000000	10.899	1.573590%	67-00005.000	Colerain	Belmont	1.573590%	1.494911%	0.078680%	0.000000%	0.000000%	71178 Crescent Road	St. Clairsville	OH	43950
122	UTIC12421-000	Thomas R. Stewart Jr.	Yes	1.000000	0.232	0.033496%	67-00166.000	Colerain	Belmont	0.033496%	0.033496%	0.000000%	0.000000%	0.000000%	300 Whittlesey Drive	Tallmadge	OH	44278
123	UTIC14910-000	Arbala AD3, LLC	Yes	1.000000	5.977	0.862955%	67-00181.000	Colerain	Belmont	0.862955%	0.819807%	0.043148%	0.000000%	0.000000%	Attn: Cody Miller 2100 Ross Avenue, Suite 1870	Dallas	TX	75201
124	UTIC07373-000	Steven A. Supanik and wife, Christine Supanik	Yes	1.000000	7.647	1.104069%	67-00163.000	Colerain	Belmont	1.104069%	1.104069%	0.000000%	0.000000%	0.000000%	71331 Center Street	St. Clairsville	OH	43950
125	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	2.460	0.355173%	67-00000.000	Colerain	Belmont	0.355173%	0.355173%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
126	Ascent Resources - Utica, LLC	Timberwolf Minerals, LLC	Yes	1.000000	0.960	0.138604%	67-00003.000	Colerain	Belmont	0.138604%	0.138604%	0.000000%	0.000000%	0.000000%	Attn: Chase Williams PO Box 701553	Tulsa	OK	74170
127	Ascent Resources - Utica, LLC	Timberwolf Minerals, LLC	Yes	1.000000	0.500	0.072190%	67-00004.000	Colerain	Belmont	0.072190%	0.072190%	0.000000%	0.000000%	0.000000%	Attn: Chase Williams PO Box 701553	Tulsa	OK	74170
128	UTC006525000	Heritage Resources - Utica Minerals, LLC	Yes	1.000000	0.016	0.002310%	67-00012.000	Colerain	Belmont	0.002310%	0.002195%	0.000116%	0.000000%	0.000000%	Attn: Kristen Rogstad PO Box 13580	Oklahoma City	OK	73113
129	Ascent Resources - Utica, LLC	Lois S. Eidson	Yes	1.000000	1.817	0.262337%	67-00013.000	Colerain	Belmont	0.262337%	0.262337%	0.000000%	0.000000%	0.000000%	2805 Shannon Road	Albany	GA	31721
130	UTIC01843-000	Debra A. Malone and Kristie L. Blankenship, as survivorship tenants	Yes	1.000000	13.078	1.888193%	67-00063.000	Colerain	Belmont	1.888193%	1.888193%	0.000000%	0.000000%	0.000000%	71325 Front Street	St. Clairsville	OH	43950
131	UTC014887000	Becky L. Bickmeier, aka Rebecca Gray Stead	Yes	1.000000	13.087	1.889492%	67-00032.000	Colerain	Belmont	1.889492%	1.795017%	0.094475%	0.000000%	0.000000%	51265 Barton Crescent Road	St. Clairsville	OH	43950
132	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	1.000000	2.878	0.415524%	67-00141.000	Colerain	Belmont	0.415524%	0.415524%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
133	UTC014892000	Donald D. Semancik and wife, Deborah A. Semancik	Yes	1.000000	1.410	0.203575%	67-00141.001	Colerain	Belmont	0.203575%	0.193396%	0.010179%	0.000000%	0.000000%	71178 Crescent Road	St. Clairsville	OH	43950
134	UTIC14898-000	Edward P. Schlicher	Yes	1.000000	0.779	0.112471%	67-00157.000	Colerain	Belmont	0.112471%	0.106848%	0.005624%	0.000000%	0.000000%	71000 Crescent Road	St. Clairsville	OH	43950
135	Unleased Mineral Interest	Edward P. Schlicher	No	1.000000	0.086	0.012417%	68-00097.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	71000 Crescent Road	St. Clairsville	OH	43950
136	UTC23866001	Belmont County Commissioners	Yes	1.000000	1.178	0.170079%	03-00664.000	Colerain	Belmont	0.170079%	0.170079%	0.000000%	0.000000%	0.000000%	Attn: J. P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
137	Ascent Resources - Utica, LLC	Robert P. Posock, aka Robert Posock	Yes	0.200000	0.443	0.063989%	68-00139.000	Colerain	Belmont	0.063989%	0.063989%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
137	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.800000	1.773	0.255956%	68-00139.000	Colerain	Belmont	0.255956%	0.255956%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
138	UTIC17959-000	Robert P. Posock, aka Robert Posock	Yes	0.200000	0.599	0.086512%	68-00145.000	Colerain	Belmont	0.086512%	0.086512%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
138	UTIC17865-000	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.800000	2.397	0.346048%	68-00145.000	Colerain	Belmont	0.346048%	0.346048%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
139	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	1.000000	4.490	0.648263%	68-00137.000	Colerain	Belmont	0.648263%	0.648263%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
140	UTC014892000	Donald D. Semancik and wife, Deborah A. Semancik	Yes	1.000000	0.497	0.071757%	68-00137.003	Colerain	Belmont	0.071757%	0.068169%	0.003588%	0.000000%	0.000000%	71178 Crescent Road	St. Clairsville	OH	43950
141	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.500000	0.213	0.030753%	67-00140.000	Colerain	Belmont	0.030753%	0.030753%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
141	Ascent Resources - Utica, LLC	Stephen Freeman	Yes	0.500000	0.213	0.030753%	67-00140.000	Colerain	Belmont	0.030753%	0.030753%	0.000000%	0.000000%	0.000000%	67550 Clark Road	St. Clairsville	OH	43950
142	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.500000	1.262	0.182207%	68-00086.000	Colerain	Belmont	0.182207%	0.182207%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
142	Ascent Resources - Utica, LLC	Stephen Freeman	Yes	0.500000	1.262	0.182207%	68-00086.000	Colerain	Belmont	0.182207%	0.182207%	0.000000%	0.000000%	0.000000%	67550 Clark Road	St. Clairsville	OH	43950
143	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.500000	0.493	0.071179%	68-00137.002	Colerain	Belmont	0.071179%	0.071179%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
143	Ascent Resources - Utica, LLC	Stephen Freeman	Yes	0.500000	0.493	0.071179%	68-00137.002	Colerain	Belmont	0.071179%	0.071179%	0.000000%	0.000000%	0.000000%	67550 Clark Road	St. Clairsville	OH	43950
144	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.500000	0.506	0.072984%	68-00137.001	Colerain	Belmont	0.072984%	0.072984%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950

Exhibit A-2																		
All Mineral Owners in the proposed Obov SW CLR BL Unit																		
Tract Number	Lease ID Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Committed Working Interest Percentage	Applicant Working Interest Percentage	XTO Energy, Inc. Working Interest Percentage	Rice Drilling D, LLC Working Interest Percentage	Gulfport Appalachia, LLC Working Interest Percentage	Address	City	State	Zip
144	Ascent Resources - Utica, LLC	Stephen Freeman	Yes	0.500000	0.506	0.072984%	68-00137.001	Colerain	Belmont	0.072984%	0.072984%	0.000000%	0.000000%	0.000000%	67550 Clark Road	St. Clairsville	OH	43950
145	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.333333	13.217	1.908213%	68-00085.001	Colerain	Belmont	1.908213%	1.908213%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
145	Ascent Resources - Utica, LLC	Robert P. Posock	Yes	0.333333	13.217	1.908213%	68-00085.001	Colerain	Belmont	1.908213%	1.908213%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
145	Ascent Resources - Utica, LLC	Joyce Posock Terwilliger	Yes	0.333333	13.217	1.908213%	68-00085.001	Colerain	Belmont	1.908213%	1.908213%	0.000000%	0.000000%	0.000000%	116 Tilden Avenue	Chardon	OH	44024
146	UTIC11658-000	Woodland Acres Nursing Home, Inc.	Yes	1.000000	0.032	0.004620%	68-00122.000	Colerain	Belmont	0.004620%	0.004620%	0.000000%	0.000000%	0.000000%	Attn: James F. Druzin, President 70900 Crescent Road	St. Clairsville	OH	43950
147	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.092	0.013283%	68-00000.000	Colerain	Belmont	0.013283%	0.013283%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
148	Ascent Resources - Utica, LLC	Robert P. Posock, aka Robert Posock	Yes	0.200000	0.145	0.020906%	68-00138.000	Colerain	Belmont	0.020906%	0.020906%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
148	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.800000	0.579	0.083624%	68-00138.000	Colerain	Belmont	0.083624%	0.083624%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
149	Ascent Resources - Utica, LLC	Heritage Resources - Utica Minerals, LLC	Yes	1.000000	2.556	0.369034%	66-00027.000	Colerain	Belmont	0.369034%	0.369034%	0.000000%	0.000000%	0.000000%	Attn: Kristen Rogstad PO Box 13580	Oklahoma City	OK	73113
150	UTIC02578-000	Leslie L. Wildman	Yes	0.333333	0.344	0.049666%	66-00238.000	Colerain	Belmont	0.049666%	0.049666%	0.000000%	0.000000%	0.000000%	56118 Shadyside Drive	Shadyside	OH	43947
150	UTIC02578-000	Joseph Tartler, Jr.	Yes	0.333333	0.344	0.049666%	66-00238.000	Colerain	Belmont	0.049666%	0.049666%	0.000000%	0.000000%	0.000000%	8635 Meadowlark Circle	Highlands Ranch	CO	80126
150	UTIC02578-000	Rebecca S. Reeves	Yes	0.333333	0.344	0.049666%	66-00238.000	Colerain	Belmont	0.049666%	0.049666%	0.000000%	0.000000%	0.000000%	2606 Sequoia Street	Perryton	TX	79070
151	Ascent Resources - Utica, LLC	Heritage Resources - Utica Minerals, LLC	Yes	1.000000	1.797	0.259450%	66-00454.000	Colerain	Belmont	0.259450%	0.259450%	0.000000%	0.000000%	0.000000%	Attn: Kristen Rogstad PO Box 13580	Oklahoma City	OK	73113
152	Ascent Resources - Utica, LLC	Heritage Resources - Utica Minerals, LLC	Yes	1.000000	0.435	0.062805%	66-00457.000	Colerain	Belmont	0.062805%	0.062805%	0.000000%	0.000000%	0.000000%	Attn: Kristen Rogstad PO Box 13580	Oklahoma City	OK	73113
153	Ascent Resources - Utica, LLC	Heritage Resources - Utica Minerals, LLC	Yes	1.000000	1.624	0.234472%	66-00455.000	Colerain	Belmont	0.234472%	0.234472%	0.000000%	0.000000%	0.000000%	Attn: Kristen Rogstad PO Box 13580	Oklahoma City	OK	73113
154	Ascent Resources - Utica, LLC	Heritage Resources - Utica Minerals, LLC	Yes	1.000000	1.140	0.164592%	66-00456.000	Colerain	Belmont	0.164592%	0.164592%	0.000000%	0.000000%	0.000000%	Attn: Kristen Rogstad PO Box 13580	Oklahoma City	OK	73113
155	UTIC06356-000	Joseph M. Supanik and wife, Karen R. Supanik, as survivorship tenants	Yes	1.000000	15.098	2.179839%	66-00429.000	Colerain	Belmont	2.179839%	2.070847%	0.108992%	0.000000%	0.000000%	7084 Ayers Road	St. Clairsville	OH	43950
156	UTIC13578-000	William F. Edge and wife, Barbara Ann Edge, as survivorship tenants	Yes	0.500000	1.249	0.180330%	66-00341.000	Colerain	Belmont	0.180330%	0.180330%	0.000000%	0.000000%	0.000000%	1116 Virginia Street	Martins Ferry	OH	43935
156	UTIC13578-000	David W. Edge and wife, Theresa T. Edge, as survivorship tenants	Yes	0.500000	1.249	0.180330%	66-00341.000	Colerain	Belmont	0.180330%	0.180330%	0.000000%	0.000000%	0.000000%	27 Pine Lane	Wheeling	WV	26003
157	UTIC10368-000	Glenn C. Bowers	Yes	1.000000	34.988	5.051543%	66-00073.000	Colerain	Belmont	5.051543%	5.051543%	0.000000%	0.000000%	0.000000%	51599 Barton Crescent Road	St. Clairsville	OH	43950
158	UTIC10368-000	Glenn C. Bowers	Yes	1.000000	1.885	0.272155%	66-00075.000	Colerain	Belmont	0.272155%	0.272155%	0.000000%	0.000000%	0.000000%	51599 Barton Crescent Road	St. Clairsville	OH	43950
159	UTIC10368-000	Glenn C. Bowers	Yes	1.000000	7.056	1.018740%	66-00073.000	Colerain	Belmont	1.018740%	1.018740%	0.000000%	0.000000%	0.000000%	51599 Barton Crescent Road	St. Clairsville	OH	43950
160	UTIC01690-000	Michael E. Pauley	Yes	1.000000	0.965	0.139326%	66-00429.001	Colerain	Belmont	0.139326%	0.139326%	0.000000%	0.000000%	0.000000%	7575 Sunrise Oval	Parma	OH	44134
161	UTIC10026-000	CSX Transportation, Inc.	Yes	1.000000	7.201	1.039675%	66-00000.000	Colerain	Belmont	1.039675%	1.039675%	0.000000%	0.000000%	0.000000%	Attn: Richard M. Hood 500 Water Street	Jacksonville	FL	32202
162	Ascent Resources - Utica, LLC	Robert P. Posock, aka Robert Posock	Yes	0.200000	0.239	0.034478%	68-00138.017	Colerain	Belmont	0.034478%	0.034478%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
162	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.800000	0.955	0.137911%	68-00138.017	Colerain	Belmont	0.137911%	0.137911%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
163	UTIC18534-000	Robert P. Posock, aka Robert Posock	Yes	0.200000	0.314	0.045335%	68-00138.013	Colerain	Belmont	0.045335%	0.045335%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
163	UTIC18532-000	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.800000	1.256	0.181340%	68-00138.013	Colerain	Belmont	0.181340%	0.181340%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
164	Ascent Resources - Utica, LLC	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	Yes	1.000000	1.953	0.281973%	68-00138.007	Colerain	Belmont	0.281973%	0.281973%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
165	UTIC14891-000	Daniel J. McKeever and wife, Constance L. McKeever, as survivorship tenants	Yes	1.000000	2.465	0.355895%	68-00138.011	Colerain	Belmont	0.355895%	0.338100%	0.017795%	0.000000%	0.000000%	51235 Posocco Drive	St. Clairsville	OH	43950
166	Ascent Resources - Utica, LLC	Robert P. Posock, aka Robert Posock	Yes	0.200000	0.652	0.094135%	68-00138.014	Colerain	Belmont	0.094135%	0.094135%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
166	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.800000	2.608	0.376541%	68-00138.014	Colerain	Belmont	0.376541%	0.376541%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
167	UTC014889000	Joseph D. Zavatsky and wife, Karen M. Zavatsky, as survivorship tenants	Yes	1.000000	4.037	0.582859%	68-00138.008	Colerain	Belmont	0.582859%	0.553716%	0.029143%	0.000000%	0.000000%	51275 Posocco Drive	St. Clairsville	OH	43950
168	Ascent Resources - Utica, LLC	Robert P. Posock, aka Robert Posock	Yes	0.200000	0.747	0.107794%	68-00138.019	Colerain	Belmont	0.107794%	0.107794%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
168	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.800000	2.986	0.431174%	68-00138.019	Colerain	Belmont	0.431174%	0.431174%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
169	Ascent Resources - Utica, LLC	Robert P. Posock, aka Robert Posock	Yes	0.200000	5.591	0.807196%	68-00138.021	Colerain	Belmont	0.807196%	0.807196%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
169	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.800000	22.363	3.228783%	68-00138.021	Colerain	Belmont	3.228783%	3.228783%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
170	UTIC12482-000	Frances June Stoffle, heir of Bernard C. Turley, deceased	Yes	0.500000	0.143	0.020574%	66-00529.000	Colerain	Belmont	0.020574%	0.020574%	0.000000%	0.000000%	0.000000%	4550 North Flowing Wells Road Unit 137	Tucson	AZ	85705
170	UTIC12483-000	Mary Turley, heir of John H. Turley, deceased	Yes	0.250000	0.071	0.010287%	66-00529.000	Colerain	Belmont	0.010287%	0.010287%	0.000000%	0.000000%	0.000000%	557 Cross Creek Road	Steubenville	OH	43953
170	UTIC15559-000	Linda Tennyson, heir of John H. Turley, deceased	Yes	0.083333	0.024	0.003429%	66-00529.000	Colerain	Belmont	0.003429%	0.003429%	0.000000%	0.000000%	0.000000%	557 Cross Creek Road	Steubenville	OH	43953
170	UTIC20078-000	Lisa A. Miles, heir of John H. Turley, deceased	Yes	0.083333	0.024	0.003429%	66-00529.000	Colerain	Belmont	0.003429%	0.003429%	0.000000%	0.000000%	0.000000%	53 Carolyn Lane	Delaware	OH	43015
170	UTIC20083-000	Justin M. Turley, a single man, heir of John H. Turley, deceased	Yes	0.041667	0.012	0.001715%	66-00529.000	Colerain	Belmont	0.001715%	0.001715%	0.000000%	0.000000%	0.000000%	72131 Kinsman Road	St. Clairsville	OH	43950
170	UTIC21263-000	Ryan E. Turley, heir of John H. Turley, deceased	Yes	0.041667	0.012	0.001715%	66-00529.000	Colerain	Belmont	0.001715%	0.001715%	0.000000%	0.000000%	0.000000%	PO Box 195	St. Clairsville	OH	43950
171	UTIC10368-000	Glenn C. Bowers	Yes	1.000000	0.951	0.137305%	66-00252.000	Colerain	Belmont	0.137305%	0.130439%	0.006865%	0.000000%	0.000000%	51599 Barton Crescent Road	St. Clairsville	OH	43950
172	UTIC10368-000	Glenn C. Bowers	Yes	1.000000	0.034	0.004909%	66-00443.000	Colerain	Belmont	0.004909%	0.004909%	0.000000%	0.000000%	0.000000%	51599 Barton Crescent Road	St. Clairsville	OH	43950
173	UTIC10368-000	Glenn C. Bowers	Yes	1.000000	1.144	0.165170%	66-00073.001	Colerain	Belmont	0.165170%	0.165170%	0.000000%	0.000000%	0.000000%	51599 Barton Crescent Road	St. Clairsville	OH	43950
174	UTIC11492-000	Thomas H. Boggs	Yes	1.000000	0.550	0.079409%	66-00366.000	Colerain	Belmont	0.079409%	0.079409%	0.000000%	0.000000%	0.000000%	51825 Barton Crescent Road	St. Clairsville	OH	43950
175	UTIC08414-000	Ruth E. Lechner	Yes	1.000000	0.263	0.037972%	66-00261.000	Colerain	Belmont	0.037972%	0.037972%	0.000000%	0.000000%	0.000000%	51845 Barton Crescent Road	St. Clairsville	OH	43950

Exhibit A-2																		
All Mineral Owners in the proposed Oboy SW CLR BL Unit																		
Tract Number	Lease ID Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Committed Working Interest Percentage	Applicant Working Interest Percentage	XTO Energy, Inc. Working Interest Percentage	Rice Drilling D, LLC Working Interest Percentage	Gulfport Appalachia, LLC Working Interest Percentage	Address	City	State	Zip
176	UTIC08414-000	Ruth E. Lechner	Yes	1.00000	0.262	0.037827%	66-00394.001	Colerain	Belmont	0.037827%	0.037827%	0.000000%	0.000000%	0.000000%	51845 Barton Crescent Road	St. Clairsville	OH	43950
177	UTIC08414-000	Ruth E. Lechner	Yes	1.00000	0.155	0.022379%	66-00260.000	Colerain	Belmont	0.022379%	0.022379%	0.000000%	0.000000%	0.000000%	51845 Barton Crescent Road	St. Clairsville	OH	43950
178	UTIC08310-000	Deborah S. Kaiser	Yes	1.00000	0.471	0.068003%	66-00026.000	Colerain	Belmont	0.068003%	0.068003%	0.000000%	0.000000%	0.000000%	51979 Barton Crescent Road	St. Clairsville	OH	43950
179	UTIC06260-000	Mary M. Corrick	Yes	1.00000	0.244	0.035229%	66-00127.000	Colerain	Belmont	0.035229%	0.035229%	0.000000%	0.000000%	0.000000%	51865 Barton Crescent Road	St. Clairsville	OH	43950
180	UTIC04525-001	Anthony F. Riley, Sr.	Yes	0.50000	1.907	0.275259%	66-00393.000	Colerain	Belmont	0.275259%	0.275259%	0.000000%	0.000000%	0.000000%	70303 Central Avenue	Barton	OH	43905
180	Unleased Mineral Interest	Elizabeth Lou Blair and husband, Raymond Reul Blair, heirs of Mary E. Keevert, deceased	No	0.075000	0.286	0.041289%	66-00393.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	31 Woodlee Road Brightview Baldwin Park, Apt. 311	Staunton	VA	24401
180	UTIC23135-000	Bonita K. Keevert, heir of Raymond E. Keevert, deceased	Yes	0.075000	0.286	0.041289%	66-00393.000	Colerain	Belmont	0.041289%	0.041289%	0.000000%	0.000000%	0.000000%	4013 Arbor Creek Avenue NW	Canton	OH	44718
180	UTIC08310-000	Gractia Sharpenberg Manning, heir of Mary E. Keevert, deceased	Yes	0.050000	0.191	0.027526%	66-00393.000	Colerain	Belmont	0.027526%	0.027526%	0.000000%	0.000000%	0.000000%	323 Longman Road	Eaton	OH	45320
180	Ascent Resources - Utica, LLC	Derek Lawrence Sharpenberg, heir of Mary E. Keevert, deceased	Yes	0.050000	0.191	0.027526%	66-00393.000	Colerain	Belmont	0.027526%	0.027526%	0.000000%	0.000000%	0.000000%	4 Green Valley Road	Cameron	WV	26033
180	Unleased Mineral Interest	Chaney Scott Keevert and wife, Dawn Renee Keevert, heirs of Mary E. Keevert, deceased	No	0.037500	0.143	0.020644%	66-00393.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	717 Cypress Street	Teague	TX	75860
180	Ascent Resources - Utica, LLC	Kirk Edward Keevert, single, heir of Mary E. Keevert, deceased	Yes	0.037500	0.143	0.020644%	66-00393.000	Colerain	Belmont	0.020644%	0.020644%	0.000000%	0.000000%	0.000000%	222 McCormick Place, Apt. 6	Cincinnati	OH	45219
180	Unleased Mineral Interest	Karen Sue Kielman and husband, Charles Kielman, heirs of Mary E. Keevert, deceased	No	0.025000	0.095	0.013763%	66-00393.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	6 Oak Place	Angleton	TX	77515
180	Unleased Mineral Interest	Heirs or devisees of Violet Keevert, deceased	No	0.150000	0.572	0.082578%	66-00393.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	Unknown	Unknown	Unknown	Unknown
181	UTIC03167-000	William D. Timko	Yes	0.500000	0.842	0.121567%	66-00524.000	Colerain	Belmont	0.121567%	0.121567%	0.000000%	0.000000%	0.000000%	51641 Hells Kitchen Road	Barton	OH	43905
181	UTIC22555-000	Elizabeth Lou Blair, heir of Mary E. Keevert, deceased	Yes	0.075000	0.126	0.018235%	66-00524.000	Colerain	Belmont	0.018235%	0.018235%	0.000000%	0.000000%	0.000000%	31 Woodlee Road Brightview Baldwin Park, Apt. 311	Staunton	VA	24401
181	UTIC15779-000	Potomac Mineral Group LLC	Yes	0.039375	0.066	0.009573%	66-00524.000	Colerain	Belmont	0.009573%	0.009573%	0.000000%	0.000000%	0.000000%	Attn: Clark A. Liebler 615 Washington Road, Suite 400	Pittsburgh	PA	15228
181	UTIC15779-000	Jubilee Royalty Holdings LLC	Yes	0.035625	0.060	0.008662%	66-00524.000	Colerain	Belmont	0.008662%	0.008662%	0.000000%	0.000000%	0.000000%	Attn: Timothy J. Kotzman PO Box 192	New York	NY	10024
181	UTIC20547-000	Gractia Sharpenberg Manning, heir of Mary E. Keevert, deceased	Yes	0.050000	0.084	0.012157%	66-00524.000	Colerain	Belmont	0.012157%	0.012157%	0.000000%	0.000000%	0.000000%	323 Longman Road	Eaton	OH	45320
181	UTIC20550-000	Derek Lawrence Sharpenberg, heir of Mary E. Keevert, deceased	Yes	0.050000	0.084	0.012157%	66-00524.000	Colerain	Belmont	0.012157%	0.012157%	0.000000%	0.000000%	0.000000%	4 Green Valley Road	Cameron	WV	26033
181	UTIC22822-000	Chaney Scott Keevert, heir of Mary E. Keevert, deceased	Yes	0.037500	0.063	0.009118%	66-00524.000	Colerain	Belmont	0.009118%	0.009118%	0.000000%	0.000000%	0.000000%	717 Cypress Street	Teague	TX	75860
181	UTIC22825-000	Kirk Edward Keevert, single, heir of Mary E. Keevert, deceased	Yes	0.037500	0.063	0.009118%	66-00524.000	Colerain	Belmont	0.009118%	0.009118%	0.000000%	0.000000%	0.000000%	222 McCormick Place, Apt. 6	Cincinnati	OH	45219
181	UTIC20537-000	Karen Sue Kielman, heir of Mary E. Keevert, deceased	Yes	0.025000	0.042	0.006078%	66-00524.000	Colerain	Belmont	0.006078%	0.006078%	0.000000%	0.000000%	0.000000%	6 Oak Place	Angleton	TX	77515
181	Unleased Mineral Interest	Heirs or devisees of Violet Keevert, deceased	No	0.150000	0.253	0.036470%	66-00524.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	Unknown	Unknown	Unknown	Unknown
182	UTIC04525-001	Anthony F. Riley, Sr.	Yes	1.00000	0.192	0.027721%	66-00394.000	Colerain	Belmont	0.027721%	0.027721%	0.000000%	0.000000%	0.000000%	70303 Central Avenue	Barton	OH	43905
183	UTIC04525-001	Anthony F. Riley, Sr.	Yes	1.00000	0.879	0.126909%	66-00395.000	Colerain	Belmont	0.126909%	0.126909%	0.000000%	0.000000%	0.000000%	70303 Central Avenue	Barton	OH	43905
184	Ascent Resources - Utica, LLC	Robert P. Posock, aka Robert Posock	Yes	0.200000	0.287	0.041379%	68-00138.000	Colerain	Belmont	0.041379%	0.041379%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
184	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.800000	1.146	0.165516%	68-00138.000	Colerain	Belmont	0.165516%	0.165516%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
185	Ascent Resources - Utica, LLC	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	Yes	1.000000	0.024	0.003465%	66-00331.000	Colerain	Belmont	0.003465%	0.003465%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
186	Ascent Resources - Utica, LLC	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	Yes	1.000000	0.096	0.013860%	66-00330.000	Colerain	Belmont	0.013860%	0.013860%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
187	Ascent Resources - Utica, LLC	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	Yes	1.000000	0.092	0.013283%	66-00329.000	Colerain	Belmont	0.013283%	0.013283%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
188	UTIC23246-000	Jeffrey S. Gazdik and wife Cara L. Gazdik	Yes	0.500000	0.044	0.006281%	66-00210.000	Colerain	Belmont	0.006281%	0.006281%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
188	UTIC23237-000	Joseph P. Gazdik and wife, Desiree M. Gazdik	Yes	0.500000	0.044	0.006281%	66-00210.000	Colerain	Belmont	0.006281%	0.006281%	0.000000%	0.000000%	0.000000%	4 Oakwood Court	Wichita Falls	TX	76308
189	UTIC23246-000	Jeffrey S. Gazdik and wife Cara L. Gazdik	Yes	0.500000	0.036	0.005125%	66-00209.000	Colerain	Belmont	0.005125%	0.005125%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
189	UTIC23237-000	Joseph P. Gazdik and wife, Desiree M. Gazdik	Yes	0.500000	0.036	0.005125%	66-00209.000	Colerain	Belmont	0.005125%	0.005125%	0.000000%	0.000000%	0.000000%	4 Oakwood Court	Wichita Falls	TX	76308
190	UTIC23246-000	Jeffrey S. Gazdik and wife Cara L. Gazdik	Yes	0.500000	0.041	0.005920%	66-00208.000	Colerain	Belmont	0.005920%	0.005920%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
190	UTIC23237-000	Joseph P. Gazdik and wife, Desiree M. Gazdik	Yes	0.500000	0.041	0.005920%	66-00208.000	Colerain	Belmont	0.005920%	0.005920%	0.000000%	0.000000%	0.000000%	4 Oakwood Court	Wichita Falls	TX	76308
191	UTIC23246-000	Jeffrey S. Gazdik and wife Cara L. Gazdik	Yes	0.500000	0.050	0.007219%	66-00207.000	Colerain	Belmont	0.007219%	0.007219%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
191	UTIC23237-000	Joseph P. Gazdik and wife, Desiree M. Gazdik	Yes	0.500000	0.050	0.007219%	66-00207.000	Colerain	Belmont	0.007219%	0.007219%	0.000000%	0.000000%	0.000000%	4 Oakwood Court	Wichita Falls	TX	76308
192	UTIC23246-000	Jeffrey S. Gazdik and wife Cara L. Gazdik	Yes	0.500000	0.057	0.008230%	66-00206.000	Colerain	Belmont	0.008230%	0.008230%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
192	UTIC23237-000	Joseph P. Gazdik and wife, Desiree M. Gazdik	Yes	0.500000	0.057	0.008230%	66-00206.000	Colerain	Belmont	0.008230%	0.008230%	0.000000%	0.000000%	0.000000%	4 Oakwood Court	Wichita Falls	TX	76308
193	Ascent Resources - Utica, LLC	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	Yes	1.000000	0.101	0.014582%	66-00168.000	Colerain	Belmont	0.014582%	0.014582%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
194	Ascent Resources - Utica, LLC	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	Yes	1.000000	0.110	0.015882%	66-00167.000	Colerain	Belmont	0.015882%	0.015882%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
195	Ascent Resources - Utica, LLC	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	Yes	1.000000	0.119	0.017181%	66-00166.000	Colerain	Belmont	0.017181%	0.017181%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
196	Ascent Resources - Utica, LLC	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	Yes	1.000000	0.128	0.018481%	66-00165.000	Colerain	Belmont	0.018481%	0.018481%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
197	Ascent Resources - Utica, LLC	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	Yes	1.000000	0.208	0.030031%	66-00164.000	Colerain	Belmont	0.030031%	0.030031%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
198	Ascent Resources - Utica, LLC	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	Yes	1.000000	0.217	0.031330%	66-00163.000	Colerain	Belmont	0.031330%	0.031330%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
199	Ascent Resources - Utica, LLC	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	Yes	1.000000	0.146	0.021079%	66-00162.000	Colerain	Belmont	0.021079%	0.021079%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950
200	UTIC06694-001	Donald W. Dlesk, Jr.	Yes	0.500000	0.067	0.009673%	66-00150.000	Colerain	Belmont	0.009673%	0.009190%	0.000484%	0.000000%	0.000000%	53203 Dlesk Avenue	Dillonvale	OH	43917
200	UTIC06699-001	Michael D. Dlesk	Yes	0.500000	0.067	0.009673%	66-00150.000	Colerain	Belmont	0.009673%	0.009190%	0.000484%	0.000000%	0.000000%	53203 Dlesk Avenue	Dillonvale	OH	43917
201	UTIC06694-001	Donald W. Dlesk, Jr.	Yes	0.500000	0.062	0.008879%	66-00149.000	Colerain	Belmont	0.008879%	0.008435%	0.000444%	0.000000%	0.000000%	53203 Dlesk Avenue	Dillonvale	OH	43917
201	UTIC06699-001	Michael D. Dlesk	Yes	0.500000	0.062	0.008879%	66-00149.000	Colerain	Belmont	0.008879%	0.008435%	0.000444%	0.000000%	0.000000%	53203 Dlesk Avenue	Dillonvale	OH	43917
202	Ascent Resources - Utica, LLC	Jeffrey S. Gazdik	Yes	1.000000	0.111	0.016026%	66-00145.000	Colerain	Belmont	0.016026%	0.016026%	0.000000%	0.000000%	0.000000%	51225 Posocco Drive	St. Clairsville	OH	43950

Exhibit A-2																		
All Mineral Owners in the proposed Obov SW CLR BL Unit																		
Tract Number	Lease ID Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Committed Working Interest Percentage	Applicant Working Interest Percentage	XTO Energy, Inc. Working Interest Percentage	Rice Drilling D, LLC Working Interest Percentage	Gulfport Appalachia, LLC Working Interest Percentage	Address	City	State	Zip
203	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	1.459	0.210649%	66-00000.000	Colerain	Belmont	0.210649%	0.210649%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
204	UTIC21448-000	David L. Fluharty and wife, Ethel K. Fluharty	Yes	1.000000	0.119	0.017181%	66-00171.000	Colerain	Belmont	0.017181%	0.017181%	0.000000%	0.000000%	0.000000%	57197 New Cut Road	Shadyside	OH	43947
205	UTIC21448-000	David L. Fluharty and wife, Ethel K. Fluharty	Yes	1.000000	0.114	0.016459%	66-00170.000	Colerain	Belmont	0.016459%	0.016459%	0.000000%	0.000000%	0.000000%	57197 New Cut Road	Shadyside	OH	43947
206	UTIC21448-000	David L. Fluharty and wife, Ethel K. Fluharty	Yes	1.000000	0.092	0.013283%	66-00169.000	Colerain	Belmont	0.013283%	0.013283%	0.000000%	0.000000%	0.000000%	57197 New Cut Road	Shadyside	OH	43947
207	UTIC08490-000	Stephen J. Gazdik	Yes	1.000000	0.092	0.013283%	66-00546.000	Colerain	Belmont	0.013283%	0.013283%	0.000000%	0.000000%	0.000000%	51883 Hells Kitchen Road	St. Clairsville	OH	43950
208	UTIC08388-000	Jeff Kirk, as survivorship tenant	Yes	0.500000	0.046	0.006641%	66-00348.000	Colerain	Belmont	0.006641%	0.006641%	0.000000%	0.000000%	0.000000%	56961 Ferryview Road	Martins Ferry	OH	43935
208	UTIC08388-000	Charles B. Coen, as survivorship tenant	Yes	0.500000	0.046	0.006641%	66-00348.000	Colerain	Belmont	0.006641%	0.006641%	0.000000%	0.000000%	0.000000%	71480 Campbell Road	St. Clairsville	OH	43950
209	UTIC08388-000	Jeff Kirk, as survivorship tenant	Yes	0.500000	0.046	0.006641%	66-00347.000	Colerain	Belmont	0.006641%	0.006641%	0.000000%	0.000000%	0.000000%	56961 Ferryview Road	Martins Ferry	OH	43935
209	UTIC08388-000	Charles B. Coen, as survivorship tenant	Yes	0.500000	0.046	0.006641%	66-00347.000	Colerain	Belmont	0.006641%	0.006641%	0.000000%	0.000000%	0.000000%	71480 Campbell Road	St. Clairsville	OH	43950
210	UTIC08388-000	Jeff Kirk, as survivorship tenant	Yes	0.500000	0.046	0.006641%	66-00346.000	Colerain	Belmont	0.006641%	0.006641%	0.000000%	0.000000%	0.000000%	56961 Ferryview Road	Martins Ferry	OH	43935
210	UTIC08388-000	Charles B. Coen, as survivorship tenant	Yes	0.500000	0.046	0.006641%	66-00346.000	Colerain	Belmont	0.006641%	0.006641%	0.000000%	0.000000%	0.000000%	71480 Campbell Road	St. Clairsville	OH	43950
211	UTIC08388-000	Jeff Kirk, as survivorship tenant	Yes	0.500000	0.046	0.006641%	66-00345.000	Colerain	Belmont	0.006641%	0.006641%	0.000000%	0.000000%	0.000000%	56961 Ferryview Road	Martins Ferry	OH	43935
211	UTIC08388-000	Charles B. Coen, as survivorship tenant	Yes	0.500000	0.046	0.006641%	66-00345.000	Colerain	Belmont	0.006641%	0.006641%	0.000000%	0.000000%	0.000000%	71480 Campbell Road	St. Clairsville	OH	43950
212	UTIC08388-000	Jeff Kirk, as survivorship tenant	Yes	0.500000	0.054	0.007724%	66-00344.000	Colerain	Belmont	0.007724%	0.007724%	0.000000%	0.000000%	0.000000%	56961 Ferryview Road	Martins Ferry	OH	43935
212	UTIC08388-000	Charles B. Coen, as survivorship tenant	Yes	0.500000	0.054	0.007724%	66-00344.000	Colerain	Belmont	0.007724%	0.007724%	0.000000%	0.000000%	0.000000%	71480 Campbell Road	St. Clairsville	OH	43950
213	UTIC08388-000	Jeff Kirk, as survivorship tenant	Yes	0.500000	0.054	0.007724%	66-00343.000	Colerain	Belmont	0.007724%	0.007724%	0.000000%	0.000000%	0.000000%	56961 Ferryview Road	Martins Ferry	OH	43935
213	UTIC08388-000	Charles B. Coen, as survivorship tenant	Yes	0.500000	0.054	0.007724%	66-00343.000	Colerain	Belmont	0.007724%	0.007724%	0.000000%	0.000000%	0.000000%	71480 Campbell Road	St. Clairsville	OH	43950
214	UTIC23239-000	Goldie M. Mistak and husband, John J. Mistak, as survivorship tenants	Yes	1.000000	0.367	0.052987%	66-00320.000	Colerain	Belmont	0.052987%	0.052987%	0.000000%	0.000000%	0.000000%	51994 Hells Kitchen Road	St. Clairsville	OH	43950
215	UTIC23239-000	Goldie M. Mistak and husband, John J. Mistak, as survivorship tenants	Yes	1.000000	0.092	0.013283%	66-00319.000	Colerain	Belmont	0.013283%	0.013283%	0.000000%	0.000000%	0.000000%	51994 Hells Kitchen Road	St. Clairsville	OH	43950
216	UTIC06326-000	David F. Costain and wife, Heidi S. Costain	Yes	1.000000	0.028	0.004043%	66-00181.000	Colerain	Belmont	0.004043%	0.004043%	0.000000%	0.000000%	0.000000%	51906 Hells Kitchen Road	St. Clairsville	OH	43950
217	UTIC03167-000	William D. Timko	Yes	0.500000	0.387	0.055875%	66-00523.000	Colerain	Belmont	0.055875%	0.055875%	0.000000%	0.000000%	0.000000%	51641 Hells Kitchen Road	Barton	OH	43905
217	UTIC22555-000	Elizabeth Lou Blair, heir of Mary E. Keevert, deceased	Yes	0.075000	0.058	0.008381%	66-00523.000	Colerain	Belmont	0.008381%	0.008381%	0.000000%	0.000000%	0.000000%	31 Woodlee Road Brightview Baldwin Park, Apt. 311	Staunton	VA	24401
217	UTIC15779-000	Potomac Mineral Group LLC	Yes	0.039375	0.030	0.004400%	66-00523.000	Colerain	Belmont	0.004400%	0.004400%	0.000000%	0.000000%	0.000000%	Attn: Clark A. Liebler 615 Washington Road, Suite 400	Pittsburgh	PA	15228
217	UTIC15779-000	Jubilee Royalty Holdings LLC	Yes	0.035625	0.028	0.003981%	66-00523.000	Colerain	Belmont	0.003981%	0.003981%	0.000000%	0.000000%	0.000000%	Attn: Timothy J. Kozman PO Box 192	New York	NY	10024
217	UTIC20547-000	Gractia Sharpenberg Manning, heir of Mary E. Keevert, deceased	Yes	0.050000	0.039	0.005587%	66-00523.000	Colerain	Belmont	0.005587%	0.005587%	0.000000%	0.000000%	0.000000%	323 Longman Road	Eaton	OH	45320
217	UTIC20550-000	Derek Lawrence Sharpenberg, heir of Mary E. Keevert, deceased	Yes	0.050000	0.039	0.005587%	66-00523.000	Colerain	Belmont	0.005587%	0.005587%	0.000000%	0.000000%	0.000000%	4 Green Valley Road	Cameron	WV	26033
217	UTIC22822-000	Chaney Scott Keevert, heir of Mary E. Keevert, deceased	Yes	0.037500	0.029	0.004191%	66-00523.000	Colerain	Belmont	0.004191%	0.004191%	0.000000%	0.000000%	0.000000%	717 Cypress Street	Teague	TX	75860
217	UTIC22825-000	Kirk Edward Keevert, single, heir of Mary E. Keevert, deceased	Yes	0.037500	0.029	0.004191%	66-00523.000	Colerain	Belmont	0.004191%	0.004191%	0.000000%	0.000000%	0.000000%	222 McCormick Place, Apt. 6	Cincinnati	OH	45219
217	UTIC20537-000	Karen Sue Kielman, heir of Mary E. Keevert, deceased	Yes	0.025000	0.019	0.002794%	66-00523.000	Colerain	Belmont	0.002794%	0.002794%	0.000000%	0.000000%	0.000000%	6 Oak Place	Angleton	TX	77515
217	Unleased Mineral Interest	Heirs or devisees of Violet Keevert, deceased	No	0.150000	0.116	0.016762%	66-00523.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	Unknown	Unknown	Unknown	Unknown
218	UTIC11899-000	Anthony F. Riley, Sr.	Yes	1.000000	0.286	0.041292%	66-00397.000	Colerain	Belmont	0.041292%	0.041292%	0.000000%	0.000000%	0.000000%	70303 Central Avenue	Barton	OH	43905
219	UTIC06193-000	Thomas M. Zambori and wife, Jacqueline M. Zambori, as survivorship tenants	Yes	1.000000	1.398	0.201842%	66-00354.000	Colerain	Belmont	0.201842%	0.201842%	0.000000%	0.000000%	0.000000%	51641 Riley Road	St. Clairsville	OH	43950
220	UTIC22516-000	Anthony Riley, Jr.	Yes	1.000000	2.171	0.313447%	68-00101.001	Colerain	Belmont	0.313447%	0.313447%	0.000000%	0.000000%	0.000000%	P.O. Box 715	Barton	OH	43905
221	Committed Working Interest	Max L. Cook	Yes	1.000000	3.431	0.495365%	66-00504.000	Colerain	Belmont	0.495365%	0.000000%	0.000000%	0.495365%	0.000000%	67180 Willow Grove Road	St. Clairsville	OH	43950
222	UTIC04525-001	Anthony F. Riley, Sr.	Yes	1.000000	1.280	0.184806%	66-00396.000	Colerain	Belmont	0.184806%	0.184806%	0.000000%	0.000000%	0.000000%	70303 Central Avenue	Barton	OH	43905
223	Ascent Resources - Utica, LLC	Heritage Resources - Utica Minerals, LLC	Yes	1.000000	0.235	0.033929%	68-00039.000	Colerain	Belmont	0.033929%	0.033929%	0.000000%	0.000000%	0.000000%	Attn: Kristen Rogstad PO Box 13580	Oklahoma City	OK	73113
224	Unleased Mineral Interest	The Barton Coal Company	No	1.000000	0.837	0.120845%	66-00000.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	Unknown	Unknown	Unknown	Unknown
225	Committed Working Interest	Max L. Cook	Yes	1.000000	6.712	0.969074%	68-00101.000	Colerain	Belmont	0.969074%	0.000000%	0.000000%	0.969074%	0.000000%	67180 Willow Grove	St. Clairsville	OH	43950
226	Committed Working Interest	Max L. Cook	Yes	1.000000	13.629	1.967746%	66-00123.000	Colerain	Belmont	1.967746%	0.000000%	0.000000%	1.967746%	0.000000%	67180 Willow Grove Road	St. Clairsville	OH	43950
227	UTIC23405-000	William Cenkus and wife, Karen S. Cenkus, as survivorship tenants	Yes	1.000000	2.820	0.407150%	66-00113.000	Colerain	Belmont	0.407150%	0.407150%	0.000000%	0.000000%	0.000000%	112 Pinecrest Drive	St. Clairsville	OH	43950
228	UTIC08309-000	Phillip M. Wakulchik	Yes	1.000000	0.065	0.009385%	66-00579.000	Colerain	Belmont	0.009385%	0.009385%	0.000000%	0.000000%	0.000000%	70310 Center Ave	St. Clairsville	OH	43950
229	UTIC08330-000	Richard Paul Yudasz	Yes	1.000000	2.093	0.302186%	66-00565.000	Colerain	Belmont	0.302186%	0.302186%	0.000000%	0.000000%	0.000000%	70506 Barton Road	St. Clairsville	OH	43950
230	UTIC06259-000	Michael J. Kinnick and wife, Judith A. Kinnick, as survivorship tenants	Yes	1.000000	2.319	0.334816%	66-00115.000	Colerain	Belmont	0.334816%	0.334816%	0.000000%	0.000000%	0.000000%	70488 Barton Road	St. Clairsville	OH	43950
231	UTIC23530-000	Robert A. Matusik, Sr. and wife, Marie A. Matusik, as survivorship tenants	Yes	1.000000	2.954	0.426496%	66-00342.000	Colerain	Belmont	0.426496%	0.426496%	0.000000%	0.000000%	0.000000%	70474 Barton Road	St. Clairsville	OH	43950
232	UTIC06897-000	Marian Kay Stopski and husband, Stephen A. Stopski, as survivorship tenants	Yes	1.000000	5.874	0.848084%	66-00218.000	Colerain	Belmont	0.848084%	0.805680%	0.042404%	0.000000%	0.000000%	70470 Barton Road	St. Clairsville	OH	43950
232	UTIC06897-000	Marissa A. Stopski (1/2 Remainder)	Yes	Remainder	Remainder	Remainder	66-00218.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	70470 Barton Road	St. Clairsville	OH	43950
232	UTIC06897-000	Charles F. Stopski (1/2 Remainder)	Yes	Remainder	Remainder	Remainder	66-00218.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	70470 Barton Road	St. Clairsville	OH	43950
233	Ascent Resources - Utica, LLC	Mary Julia Holzopfel, as survivorship tenants	Yes	0.166667	0.596	0.086074%	68-00038.000	Colerain	Belmont	0.086074%	0.086074%	0.000000%	0.000000%	0.000000%	118 County Highway 1	Rayland	OH	43943
233	Ascent Resources - Utica, LLC	Lori Luckhardt, as survivorship tenants	Yes	0.166667	0.596	0.086074%	68-00038.000	Colerain	Belmont	0.086074%	0.086074%	0.000000%	0.000000%	0.000000%	46230 County Lake Drive	St. Clairsville	OH	43950
233	Ascent Resources - Utica, LLC	Michael Egri, as survivorship tenants	Yes	0.166667	0.596	0.086074%	68-00038.000	Colerain	Belmont	0.086074%	0.086074%	0.000000%	0.000000%	0.000000%	44480 South Street	St. Clairsville	OH	43950
233	Ascent Resources - Utica, LLC	Christine Jendretzky, as survivorship tenants	Yes	0.166667	0.596	0.086												

Exhibit A-2																		
All Mineral Owners in the proposed Obov SW CLR BL Unit																		
Tract Number	Lease ID Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Committed Working Interest Percentage	Applicant Working Interest Percentage	XTO Energy, Inc. Working Interest Percentage	Rice Drilling D, LLC Working Interest Percentage	Gulfport Appalachia, LLC Working Interest Percentage	Address	City	State	Zip
234	Uncommitted Working Interest	Kenneth J. Phillips and wife, Shirley A. Phillips, as survivorship tenants	Yes	1.000000	0.970	0.140048%	68-00084.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.140048%	70446 Barton Road	St. Clairsville	OH	43950
234	Uncommitted Working Interest	Rick L. Phillips (1/4 Remainder)	Yes	Remainder	Remainder	Remainder	68-00084.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	c/o 70446 Barton Road	St. Clairsville	OH	43950
234	Uncommitted Working Interest	Gregory A. Phillips and wife, Michelle Phillips (1/4 Remainder)	Yes	Remainder	Remainder	Remainder	68-00084.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	c/o 70446 Barton Road	St. Clairsville	OH	43950
234	Uncommitted Working Interest	Darla K. Kitzmiller and husband, Keely Kiltzmiller (1/4 Remainder)	Yes	Remainder	Remainder	Remainder	68-00084.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	c/o 70446 Barton Road	St. Clairsville	OH	43950
234	Uncommitted Working Interest	Deborah D. Bonnell and husband, Robert Bonnell (1/4 Remainder)	Yes	Remainder	Remainder	Remainder	68-00084.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	c/o 70446 Barton Road	St. Clairsville	OH	43950
235	UTIC15373-000	Cynthia D. Ross, aka Cynthia M. Ross and husband, Laney J. Ross Sr.	Yes	1.000000	0.964	0.139182%	68-00093.000	Colerain	Belmont	0.139182%	0.139182%	0.000000%	0.000000%	0.000000%	70442 Barton Road	St. Clairsville	OH	43950
236	UTIC08435-000	Darlene K. Porter, fka Darlene K. Reese	Yes	1.000000	0.959	0.138460%	68-00091.000	Colerain	Belmont	0.138460%	0.138460%	0.000000%	0.000000%	0.000000%	70436 Barton Road	St. Clairsville	OH	43950
237	Uncommitted Working Interest	Kenneth F. Neavin, Jr. and wife, Debra Ann Neavin, as survivorship tenants	Yes	1.000000	0.955	0.137882%	68-00023.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.137882%	70426 Barton Road	St. Clairsville	OH	43950
238	UTIC04173-000	Randall G. Crumpler and Velma M. Crumpler, Trustees of the Crumpler Family Trust, dated September 21, 2015	Yes	1.000000	0.951	0.137305%	68-00026.000	Colerain	Belmont	0.137305%	0.137305%	0.000000%	0.000000%	0.000000%	70420 Barton Road	St. Clairsville	OH	43950
239	UTIC23249-000	Gregory L. Probst and wife, Amanda L. Probst, as survivorship tenants	Yes	1.000000	0.952	0.137449%	68-00025.000	Colerain	Belmont	0.137449%	0.137449%	0.000000%	0.000000%	0.000000%	70416 Barton Road	St. Clairsville	OH	43950
240	UTIC02520-000	Daniel A. Matusik and wife, Denise K. Matusik, as survivorship tenants	Yes	1.000000	0.953	0.137593%	68-00095.000	Colerain	Belmont	0.137593%	0.137593%	0.000000%	0.000000%	0.000000%	70408 Barton Road	St. Clairsville	OH	43950
241	UTIC02520-000	Daniel A. Matusik and wife, Denise K. Matusik, as survivorship tenants	Yes	1.000000	0.953	0.137593%	68-00096.000	Colerain	Belmont	0.137593%	0.137593%	0.000000%	0.000000%	0.000000%	70408 Barton Road	St. Clairsville	OH	43950
242	UTC023737001	Gregory S. Bieth and wife, Brenda L. Bieth, as survivorship tenants	Yes	1.000000	0.953	0.137593%	68-00010.000	Colerain	Belmont	0.137593%	0.137593%	0.000000%	0.000000%	0.000000%	70392 Barton Road	St. Clairsville	OH	43950
243	UTC023689000	Gregory S. Bieth and wife, Brenda L. Bieth	Yes	0.250000	0.238	0.034362%	68-00011.000	Colerain	Belmont	0.034362%	0.034362%	0.000000%	0.000000%	0.000000%	20843 Miranda Falls Square	Sterling	VA	20165
243	UTC023737001	Gregory S. Bieth and wife, Brenda L. Bieth	Yes	0.250000	0.238	0.034362%	68-00011.000	Colerain	Belmont	0.034362%	0.034362%	0.000000%	0.000000%	0.000000%	70392 Barton Road	St. Clairsville	OH	43950
243	UTC023737001	Tanya Bieth	Yes	0.500000	0.476	0.068725%	68-00011.000	Colerain	Belmont	0.068725%	0.068725%	0.000000%	0.000000%	0.000000%	70392 Barton Road	St. Clairsville	OH	43950
244	UTIC23241-000	Kenneth L. Bragg, Jr. and wife, Linda S. Bragg, as survivorship tenants	Yes	1.000000	0.952	0.137449%	68-00115.000	Colerain	Belmont	0.137449%	0.137449%	0.000000%	0.000000%	0.000000%	301 Park Street	St. Clairsville	OH	43950
245	UTIC23402-000	Ronald Busby and wife, MaryAnn Busby, as survivorship tenants	Yes	1.000000	0.640	0.092403%	68-00024.000	Colerain	Belmont	0.092403%	0.092403%	0.000000%	0.000000%	0.000000%	925 East 2nd Ave	New Smyrna Beach	FL	32169
246	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.001	0.000144%	68-00000.000	Colerain	Belmont	0.000144%	0.000144%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
247	UTIC23248-000	Richard Marcavitch and wife, Pamela C. Marcavitch, as survivorship tenants	Yes	1.000000	0.264	0.038116%	68-00073.000	Colerain	Belmont	0.038116%	0.038116%	0.000000%	0.000000%	0.000000%	735 Sara Drive	Washington	PA	15301
248	Uncommitted Working Interest	Sandra K. Reasbeck	Yes	1.000000	1.000	0.144379%	68-00090.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.144379%	70379 Barton Road	St. Clairsville	OH	43950
249	UTIC17248-000	Jeffrey Allen Kelley	Yes	1.000000	1.000	0.144379%	68-00054.000	Colerain	Belmont	0.144379%	0.144379%	0.000000%	0.000000%	0.000000%	70391 Barton Road	St. Clairsville	OH	43950
250	Ascent Resources - Utica, LLC	James P. Conley and wife, Kathleen H. Conley, as survivorship tenants	Yes	1.000000	0.904	0.130519%	68-00064.000	Colerain	Belmont	0.130519%	0.130519%	0.000000%	0.000000%	0.000000%	49 Sunset Boulevard	Hermitage	PA	16148
251	UTIC07341-000	John W. Yoker	Yes	1.000000	0.904	0.130519%	68-00082.000	Colerain	Belmont	0.130519%	0.123993%	0.006526%	0.000000%	0.000000%	70407 Barton Road	St. Clairsville	OH	43950
252	UTIC07130-000	Jack L. Dagan and wife, Kimberly A. Dagan, as survivorship tenants	Yes	1.000000	1.000	0.144379%	68-00002.000	Colerain	Belmont	0.144379%	0.137160%	0.007219%	0.000000%	0.000000%	70419 Barton Road	St. Clairsville	OH	43950
253	UTIC08396-000	Keith H. Baker	Yes	1.000000	1.093	0.157807%	68-00007.000	Colerain	Belmont	0.157807%	0.157807%	0.000000%	0.000000%	0.000000%	71401 Morristown Flushing Road	Flushing	OH	43977
254	UTC020341000	Michelle Marie Vucelich	Yes	1.000000	0.769	0.111028%	68-00021.003	Colerain	Belmont	0.111028%	0.105476%	0.005551%	0.000000%	0.000000%	70445 Barton Road	St. Clairsville	OH	43950
255	UTIC23240-000	Charles E. Cenkus and Debra K. Cenkus, husband and wife, as survivorship tenants	Yes	1.000000	0.824	0.118969%	68-00019.000	Colerain	Belmont	0.118969%	0.118969%	0.000000%	0.000000%	0.000000%	70453 Barton Road	St. Clairsville	OH	43950
256	UTIC09050-000	Michael A. Muscari and his wife, Terri L. Muscari	Yes	0.500000	0.394	0.056885%	68-00051.000	Colerain	Belmont	0.056885%	0.056885%	0.000000%	0.000000%	0.000000%	PO Box 437	Pineville	WV	24874
256	UTIC09050-000	Samuel A. Muscari, Jr. and wife, Janice Muscari	Yes	0.500000	0.394	0.056885%	68-00051.000	Colerain	Belmont	0.056885%	0.056885%	0.000000%	0.000000%	0.000000%	PO Box 569	Pineville	WV	24874
257	UTIC09050-000	Michael A. Muscari and his wife, Terri L. Muscari	Yes	0.500000	0.291	0.042014%	68-00081.000	Colerain	Belmont	0.042014%	0.042014%	0.000000%	0.000000%	0.000000%	PO Box 437	Pineville	WV	24874
257	UTIC09050-000	Samuel A. Muscari, Jr. and wife, Janice Muscari	Yes	0.500000	0.291	0.042014%	68-00081.000	Colerain	Belmont	0.042014%	0.042014%	0.000000%	0.000000%	0.000000%	PO Box 569	Pineville	WV	24874
258	UTIC09050-000	Michael A. Muscari and his wife, Terri L. Muscari	Yes	0.500000	0.292	0.042087%	68-00047.000	Colerain	Belmont	0.042087%	0.042087%	0.000000%	0.000000%	0.000000%	PO Box 437	Pineville	WV	24874
258	UTIC09050-000	Samuel A. Muscari, Jr. and wife, Janice Muscari	Yes	0.500000	0.292	0.042087%	68-00047.000	Colerain	Belmont	0.042087%	0.042087%	0.000000%	0.000000%	0.000000%	PO Box 569	Pineville	WV	24874
259	Ascent Resources - Utica, LLC	Tonya Davis	Yes	1.000000	0.898	0.129653%	68-00075.000	Colerain	Belmont	0.129653%	0.129653%	0.000000%	0.000000%	0.000000%	119 Shepherd Terrace Avenue	St. Clairsville	OH	43950
260	UTIC23385-000	Eric Miller and wife, Wendy C. Miller	Yes	1.000000	1.430	0.206462%	03-00058.000	Colerain	Belmont	0.206462%	0.206462%	0.000000%	0.000000%	0.000000%	70503 Barton Road	St. Clairsville	OH	43950
261	UTIC23385-000	Eric Miller and wife, Wendy C. Miller	Yes	1.000000	1.634	0.235916%	66-00213.000	Colerain	Belmont	0.235916%	0.235916%	0.000000%	0.000000%	0.000000%	70503 Barton Road	St. Clairsville	OH	43950
262	UTIC07693-000	St. Nicholas Orthodox Church	Yes	1.000000	0.040	0.005775%	66-60016.000	Colerain	Belmont	0.005775%	0.005486%	0.000289%	0.000000%	0.000000%	Attn: Richard Polinsky, Secretary PO Box 777	Barton	OH	43905
263	UTC020341000	Michelle Marie Vucelich	Yes	1.000000	3.710	0.535647%	68-00021.000	Colerain	Belmont	0.535647%	0.508865%	0.026782%	0.000000%	0.000000%	70445 Barton Road	St. Clairsville	OH	43950
264	UTIC09050-000	Michael A. Muscari and his wife, Terri L. Muscari	Yes	0.500000	0.301	0.043386%	68-00050.000	Colerain	Belmont	0.043386%	0.043386%	0.000000%	0.000000%	0.000000%	PO Box 437	Pineville	WV	24874
264	UTIC09050-000	Samuel A. Muscari, Jr. and wife, Janice Muscari	Yes	0.500000	0.301	0.043386%	68-00050.000	Colerain	Belmont	0.043386%	0.043386%	0.000000%	0.000000%	0.000000%	PO Box 569	Pineville	WV	24874
265	UTIC09050-000	Michael A. Muscari and his wife, Terri L. Muscari	Yes	0.500000	0.375	0.054142%	68-00048.000	Colerain	Belmont	0.054142%	0.054142%	0.000000%	0.000000%	0.000000%	PO Box 437	Pineville	WV	24874
265	UTIC09050-000	Samuel A. Muscari, Jr. and wife, Janice Muscari	Yes	0.500000	0.375	0.054142%	68-00048.000	Colerain	Belmont	0.054142%	0.054142%	0.000000%	0.000000%	0.000000%	PO Box 569	Pineville	WV	24874
266	Ascent Resources - Utica, LLC	Tonya Davis	Yes	1.000000	0.577	0.083307%	68-00076.000	Colerain	Belmont	0.083307%	0.083307%	0.000000%	0.000000%	0.000000%	119 Shepherd Terrace Avenue	St. Clairsville	OH	43950
267	UTIC23127-000	Wayne L. Berk and wife, Heidi L. Berk	Yes	1.000000	0.608	0.087783%	68-00049.000	Colerain	Belmont	0.087783%	0.087783%	0.000000%	0.000000%	0.000000%	70515 Barton Road	St. Clairsville	OH	43950
268	UTIC23127-000	Wayne L. Berk and wife, Heidi L. Berk,	Yes	1.000000	2.289	0.330484%	66-00195.001	Colerain	Belmont	0.330484%	0.330484%	0.000000%	0.000000%	0.000000%	70515 Barton Road	St. Clairsville	OH	43950
269	UTC020341000	Michelle Marie Vucelich	Yes	1.000000	0.095	0.013716%	66-00122.000	Colerain	Belmont	0.013716%	0.013030%	0.000686%	0.000000%	0.000000%	70445 Barton Road	St. Clairsville	OH	43950

Exhibit A-2																		
All Mineral Owners in the proposed Obov SW CLR BL Unit																		
Tract Number	Lease ID Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Committed Working Interest Percentage	Applicant Working Interest Percentage	XTO Energy, Inc. Working Interest Percentage	Rice Drilling D, LLC Working Interest Percentage	Gulfport Appalachia, LLC Working Interest Percentage	Address	City	State	Zip
270	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.333333	0.470	0.067858%	68-00085.000	Colerain	Belmont	0.067858%	0.067858%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
270	Ascent Resources - Utica, LLC	Robert P. Posock	Yes	0.333333	0.470	0.067858%	68-00085.000	Colerain	Belmont	0.067858%	0.067858%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
270	Ascent Resources - Utica, LLC	Joyce Posock Terwilliger	Yes	0.333333	0.470	0.067858%	68-00085.000	Colerain	Belmont	0.067858%	0.067858%	0.000000%	0.000000%	0.000000%	116 Tilden Avenue	Chardon	OH	44024
271	Ascent Resources - Utica, LLC	Melissa J. Starkey and husband, Timothy A. Starkey	Yes	0.333333	1.474	0.212815%	67-00178.000	Colerain	Belmont	0.212815%	0.212815%	0.000000%	0.000000%	0.000000%	70960 Crescent Road	St. Clairsville	OH	43950
271	Ascent Resources - Utica, LLC	Robert P. Posock	Yes	0.333333	1.474	0.212815%	67-00178.000	Colerain	Belmont	0.212815%	0.212815%	0.000000%	0.000000%	0.000000%	900 Locust Lane	Cincinnati	OH	45245
271	Ascent Resources - Utica, LLC	Joyce Posock Terwilliger	Yes	0.333333	1.474	0.212815%	67-00178.000	Colerain	Belmont	0.212815%	0.212815%	0.000000%	0.000000%	0.000000%	116 Tilden Avenue	Chardon	OH	44024
272	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.050	0.007219%	68-00000.000	Colerain	Belmont	0.007219%	0.007219%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
273	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.055	0.007941%	68-00000.000	Colerain	Belmont	0.007941%	0.007941%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
274	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.061	0.008807%	68-00000.000	Colerain	Belmont	0.008807%	0.008807%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
275	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.135	0.019491%	68-00000.000	Colerain	Belmont	0.019491%	0.019491%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
276	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.136	0.019636%	68-00000.000	Colerain	Belmont	0.019636%	0.019636%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
277	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.067	0.009673%	68-00000.000	Colerain	Belmont	0.009673%	0.009673%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
278	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.068	0.009818%	68-00000.000	Colerain	Belmont	0.009818%	0.009818%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
279	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.069	0.009962%	68-00000.000	Colerain	Belmont	0.009962%	0.009962%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
280	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.069	0.009962%	68-00000.000	Colerain	Belmont	0.009962%	0.009962%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
281	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.069	0.009962%	68-00000.000	Colerain	Belmont	0.009962%	0.009962%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
282	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.130	0.018769%	68-00000.000	Colerain	Belmont	0.018769%	0.018769%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
283	Ascent Resources - Utica, LLC	The Belmont County Board of Commissioners	Yes	1.000000	0.054	0.007796%	68-00000.000	Colerain	Belmont	0.007796%	0.007796%	0.000000%	0.000000%	0.000000%	Attn: J.P. Dutton, Commissioner 101 West Main Street	St. Clairsville	OH	43950
284	UTIC23518-000	Elizabeth Lou Blair, heir of Mary E. Keevert, deceased	Yes	0.150000	0.581	0.083899%	66-00000.000	Colerain	Belmont	0.083899%	0.083899%	0.000000%	0.000000%	0.000000%	31 Woodlee Road Brightview Baldwin Park, Apt. 311	Staunton	VA	24401
284	UTIC23135-000	Bonita K. Keevert, heir of Raymond E. Keevert, deceased	Yes	0.150000	0.581	0.083899%	66-00000.000	Colerain	Belmont	0.083899%	0.083899%	0.000000%	0.000000%	0.000000%	4013 Arbor Creek Avenue NW	Canton	OH	44718
284	UTIC23387-000	Graetia Sharpenberg Manning, heir of Mary E. Keevert, deceased	Yes	0.100000	0.387	0.055933%	66-00000.000	Colerain	Belmont	0.055933%	0.055933%	0.000000%	0.000000%	0.000000%	323 Longman Road	Eaton	OH	45320
284	UTIC23384-000	Derek Lawrence Sharpenberg, heir of Mary E. Keevert, deceased	Yes	0.100000	0.387	0.055933%	66-00000.000	Colerain	Belmont	0.055933%	0.055933%	0.000000%	0.000000%	0.000000%	4 Green Valley Road	Cameron	WV	26033
284	UTIC22822-000	Chaney Scott Keevert, heir of Mary E. Keevert, deceased	Yes	0.075000	0.291	0.041949%	66-00000.000	Colerain	Belmont	0.041949%	0.041949%	0.000000%	0.000000%	0.000000%	717 Cypress Street	Teague	TX	75860
284	UTIC22825-000	Kirk Edward Keevert, single, heir of Mary E. Keevert, deceased	Yes	0.075000	0.291	0.041949%	66-00000.000	Colerain	Belmont	0.041949%	0.041949%	0.000000%	0.000000%	0.000000%	222 McCormick Place, Apt. 6	Cincinnati	OH	45219
284	Ascent Resources - Utica, LLC	Karen Sue Kielman, heir of Mary E. Keevert, deceased	Yes	0.050000	0.194	0.027966%	66-00000.000	Colerain	Belmont	0.027966%	0.027966%	0.000000%	0.000000%	0.000000%	6 Oak Place	Angleton	TX	77515
284	Unleased Mineral Interest	Heirs or Devisees of Violet Keevert, deceased	No	0.300000	1.162	0.167798%	66-00000.000	Colerain	Belmont	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	Unknown	Unknown	Unknown	Unknown
				Total Unit Acres:	692.620	100.000000%				98.991237%	95.009790%	0.549262%	3.432185%	0.422310%				
				Total Leased Acres:	688.558													

End of Exhibit A-2

Exhibit A-3

All Unleased Mineral Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Lease ID Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Tract Surface Use	Township	County	Address	City	State	Zip
64	Unleased Mineral Interest	Margarette Poncel	No	0.068783	0.016	0.002274%	67-00139.000	Vacant	Colerain	Belmont	4730 59th Street, Apt. 4F	Woodside	NY	11377
64	Unleased Mineral Interest	Robert Poncel	No	0.068783	0.016	0.002274%	67-00139.000	Vacant	Colerain	Belmont	25914 86th Avenue	Bellerose	NY	11426
64	Unleased Mineral Interest	Theodore Poncel, Jr.	No	0.068783	0.016	0.002274%	67-00139.000	Vacant	Colerain	Belmont	4730 59th Street, Apt. 4F	Woodside	NY	11377
68	Unleased Mineral Interest	Lucinda Jo Garan Tirpak	No	0.250000	0.024	0.003465%	67-00067.000	Residential	Colerain	Belmont	71322 South Sharon Road	Bridgeport	OH	43912
68	Unleased Mineral Interest	Kenneth Eugene Garan	No	0.250000	0.024	0.003465%	67-00067.000	Residential	Colerain	Belmont	70716 Crescent Road	St. Clairsville	OH	43950
69	Unleased Mineral Interest	Lucinda Jo Garan Tirpak	No	0.250000	0.023	0.003321%	67-00066.000	Residential	Colerain	Belmont	71322 South Sharon Road	Bridgeport	OH	43912
69	Unleased Mineral Interest	Kenneth Eugene Garan	No	0.250000	0.023	0.003321%	67-00066.000	Residential	Colerain	Belmont	70716 Crescent Road	St. Clairsville	OH	43950
70	Unleased Mineral Interest	Lucinda Jo Garan Tirpak	No	0.250000	0.023	0.003285%	67-00064.000	Vacant	Colerain	Belmont	71322 South Sharon Road	Bridgeport	OH	43912
70	Unleased Mineral Interest	Kenneth Eugene Garan	No	0.250000	0.023	0.003285%	67-00064.000	Vacant	Colerain	Belmont	70716 Crescent Road	St. Clairsville	OH	43950
71	Unleased Mineral Interest	James M. Johnson and wife, Ellen Marie Johnson	No	0.500000	0.044	0.006353%	67-00082.000	Residential	Colerain	Belmont	4449 Highland Avenue	Shadyside	OH	43937
71	Unleased Mineral Interest	Erinn E. Rynkivich and husband, Stewart Rynkivich	No	0.500000	0.044	0.006353%	67-00082.000	Residential	Colerain	Belmont	3 Lava Avenue	Wheeling	WV	26003
75	Unleased Mineral Interest	Marjorie E. Leasure fka Marjorie E. Dombroski and husband, Franklin P. Leasure	No	1.000000	0.089	0.012850%	67-00052.000	Residential	Colerain	Belmont	71381 Center Street	St. Clairsville	OH	43950
77	Unleased Mineral Interest	Debbie Lynn Makris, f/k/a Debbie Richards, and husband, William J. Makris	No	1.000000	0.096	0.013860%	67-00138.000	Residential	Colerain	Belmont	8484 Hazelton-Etna Road SW	Pataskala	OH	43062
94	Unleased Mineral Interest	Lucinda Jo Garan Tirpak	No	0.250000	0.026	0.003754%	67-00065.000	Vacant	Colerain	Belmont	71322 South Sharon Road	Bridgeport	OH	43912
94	Unleased Mineral Interest	Kenneth Eugene Garan	No	0.250000	0.026	0.003754%	67-00065.000	Vacant	Colerain	Belmont	70716 Crescent Road	St. Clairsville	OH	43950
135	Unleased Mineral Interest	Edward P. Schlicher, single	No	1.000000	0.086	0.012417%	68-00097.000	Residential	Colerain	Belmont	71000 Crescent Road	St. Clairsville	OH	43950
180	Unleased Mineral Interest	Elizabeth Lou Blair and husband, Raymond Reul Blair, heirs of Mary E. Keevert, deceased	No	0.075000	0.286	0.041289%	66-00393.000	Residential	Colerain	Belmont	31 Woodlee Road Brightview Baldwin Park, Apt. 311	Staunton	VA	24401
180	Unleased Mineral Interest	Chaney Scott Keevert and wife, Dawn Renee Keevert ,heirs of Mary E. Keevert, deceased	No	0.037500	0.143	0.020644%	66-00393.000	Residential	Colerain	Belmont	717 Cypress Street	Teague	TX	75860
180	Unleased Mineral Interest	Karen Sue Kielman and husband, Charles Kielman, heirs of Mary E. Keevert, deceased	No	0.025000	0.095	0.013763%	66-00393.000	Residential	Colerain	Belmont	6 Oak Place	Angleton	TX	77515
180	Unleased Mineral Interest	Heirs or Devises of Violet Keevert, deceased	No	0.150000	0.572	0.082578%	66-00393.000	Residential	Colerain	Belmont	Unknown	Unknown	Unknown	Unknown
181	Unleased Mineral Interest	Heirs or Devises of Violet Keevert, deceased	No	0.150000	0.253	0.036470%	66-00524.000	Residential	Colerain	Belmont	Unknown	Unknown	Unknown	Unknown
217	Unleased Mineral Interest	Heirs or Devises of Violet Keevert, deceased	No	0.150000	0.116	0.016762%	66-00523.000	Vacant	Colerain	Belmont	Unknown	Unknown	Unknown	Unknown
224	Unleased Mineral Interest	The Barton Coal Company	No	1.000000	0.837	0.120845%	66-00000.000	Unknown	Colerain	Belmont	Unknown	Unknown	Unknown	Unknown
284	Unleased Mineral Interest	Heirs or Devises of Violet Keevert, deceased	No	0.300000	1.162	0.167798%	66-00000.000	Unknown	Colerain	Belmont	Unknown	Unknown	Unknown	Unknown
				Total Unleased Acres:	4.062	0.586453%								
				Total Unit Acres:	692.620									

End of Exhibit A-3

Exhibit A-4

All Committed Working Interest Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Total Tract Acres	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
1	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.933	1.000000	2.933	0.423465%	03-00260.000	Colerain	Belmont
2	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.470	1.000000	2.470	0.356617%	03-00273.001	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
3	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	3.666	1.000000	3.666	0.529295%	03-00177.000	Colerain	Belmont
4	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	3.352	1.000000	3.352	0.483959%	03-00251.000	Colerain	Belmont
5	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	3.740	1.000000	3.740	0.539979%	03-00130.000	Colerain	Belmont
6	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	7.536	1.000000	7.536	1.088043%	03-00264.000	Colerain	Belmont
7	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	5.716	1.000000	5.716	0.825272%	03-00087.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
8	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	13.907	1.000000	13.907	2.007883%	03-00307.000	Colerain	Belmont
9	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	18.679	1.000000	18.679	2.696861%	03-00303.001	Colerain	Belmont
10	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.830	1.000000	0.830	0.119835%	03-00042.000	Colerain	Belmont
11	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	4.619	1.000000	4.619	0.666888%	03-00264.001	Colerain	Belmont
12	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	12.240	1.000000	12.240	1.767203%	03-00299.000	Colerain	Belmont
13	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	9.729	1.000000	9.729	1.404666%	03-00263.000	Colerain	Belmont
14	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	5.643	1.000000	5.643	0.814732%	03-00248.000	Colerain	Belmont
15	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	8.492	1.000000	8.492	1.226069%	03-00293.000	Colerain	Belmont
16	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	6.055	1.000000	6.055	0.874217%	03-00262.000	Colerain	Belmont
17	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.005	1.000000	0.005	0.000722%	03-00102.000	Colerain	Belmont
18	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.417	1.000000	2.417	0.348965%	03-00671.000	Colerain	Belmont
19	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.010	1.000000	1.010	0.145823%	03-00298.001	Colerain	Belmont
20	Ascent Resources - Utica, LLC Attn: Kade Smith	3502 NW 63rd Street	Oklahoma City	OK	73117	Yes	3.166	1.000000	3.166	0.457105%	03-00101.000	Colerain	Belmont
21	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	63.587	1.000000	63.587	9.180647%	03-00261.000	Colerain	Belmont
22	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	41.174	1.000000	41.174	5.944674%	03-00254.000	Colerain	Belmont
23	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.594	1.000000	2.594	0.374520%	03-00334.000	Colerain	Belmont

Exhibit A-4

All Committed Working Interest Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Total Tract Acres	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
24	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.942	1.000000	0.942	0.136005%	03-00078.000	Colerain	Belmont
25	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.036	1.000000	0.036	0.005198%	03-00184.000	Colerain	Belmont
26	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.859	1.000000	0.859	0.124022%	03-00147.000	Colerain	Belmont
27	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.226	1.000000	0.226	0.032630%	03-00116.000	Colerain	Belmont
28	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.354	1.000000	2.354	0.339869%	03-00281.001	Colerain	Belmont
29	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.720	1.000000	0.720	0.103953%	03-00281.002	Colerain	Belmont
30	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	56.429	1.000000	56.429	8.147180%	03-00281.000	Colerain	Belmont
31	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	12.827	1.000000	12.827	1.851953%	67-00108.000	Colerain	Belmont
32	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.343	1.000000	1.343	0.193901%	67-00106.000	Colerain	Belmont
33	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.244	1.000000	0.244	0.035229%	67-00187.000	Colerain	Belmont
34	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.636	1.000000	0.636	0.091825%	67-00188.000	Colerain	Belmont
35	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.285	1.000000	0.285	0.041148%	67-00107.000	Colerain	Belmont
36	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	3.520	1.000000	3.520	0.508215%	03-90008.000	Colerain	Belmont
37	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.986	1.000000	0.986	0.142358%	68-00000.000	Colerain	Belmont
38	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.572	1.000000	0.572	0.082585%	68-00139.000	Colerain	Belmont
39	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	5.161	1.000000	5.161	0.745142%	67-00110.000	Colerain	Belmont
40	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.352	1.000000	0.352	0.050822%	67-00000.000	Colerain	Belmont
41	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.044	1.000000	2.044	0.295111%	67-00110.000	Colerain	Belmont
42	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.035	1.000000	0.035	0.005053%	67-60009.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
43	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.030	1.000000	0.030	0.004331%	67-00045.000	Colerain	Belmont
44	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.042	1.000000	0.042	0.006064%	67-00044.000	Colerain	Belmont
45	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.394	1.000000	0.394	0.056885%	67-00184.000	Colerain	Belmont
46	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.253	1.000000	0.253	0.036528%	67-60008.000	Colerain	Belmont
47	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.108	1.000000	0.108	0.015593%	67-00097.000	Colerain	Belmont
48	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.097	1.000000	0.097	0.014005%	67-00099.000	Colerain	Belmont

Exhibit A-4

All Committed Working Interest Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Total Tract Acres	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
49	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.098	1.000000	0.098	0.014149%	67-00100.000	Colerain	Belmont
50	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.099	1.000000	0.099	0.014294%	67-00159.000	Colerain	Belmont
51	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.096	1.000000	0.096	0.013860%	67-00055.000	Colerain	Belmont
52	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.076	1.000000	0.076	0.010973%	67-00143.000	Colerain	Belmont
53	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.026	1.000000	0.026	0.003754%	67-00144.000	Colerain	Belmont
54	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.067	1.000000	0.067	0.009673%	67-00142.000	Colerain	Belmont
55	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.094	1.000000	0.094	0.013572%	67-00051.000	Colerain	Belmont
56	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.095	1.000000	0.095	0.013716%	67-00046.000	Colerain	Belmont
57	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.097	1.000000	0.097	0.014005%	67-00047.000	Colerain	Belmont
58	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.069	1.000000	0.069	0.009962%	67-00095.000	Colerain	Belmont
59	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.099	1.000000	0.099	0.014294%	67-00096.000	Colerain	Belmont
60	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.097	1.000000	0.097	0.014005%	67-00081.000	Colerain	Belmont
61	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.098	1.000000	0.098	0.014149%	67-00103.000	Colerain	Belmont
62	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.098	1.000000	0.098	0.014149%	67-00104.000	Colerain	Belmont
63	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.100	1.000000	0.100	0.014438%	67-00105.000	Colerain	Belmont
64	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.229	0.793651	0.182	0.026240%	67-00139.000	Colerain	Belmont
65	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.127	1.000000	0.127	0.018336%	67-00000.000	Colerain	Belmont
66	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.133	1.000000	0.133	0.019202%	67-00019.000	Colerain	Belmont
67	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.096	1.000000	0.096	0.013860%	67-00179.000	Colerain	Belmont
68	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.096	0.500000	0.048	0.006930%	67-00067.000	Colerain	Belmont
69	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.092	0.500000	0.046	0.006641%	67-00066.000	Colerain	Belmont
70	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.091	0.500000	0.046	0.006569%	67-00064.000	Colerain	Belmont
72	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.080	1.000000	0.080	0.011550%	67-00056.000	Colerain	Belmont
73	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.096	1.000000	0.096	0.013860%	67-00165.000	Colerain	Belmont
74	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.092	1.000000	0.092	0.013283%	67-00090.000	Colerain	Belmont
76	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.088	1.000000	0.088	0.012705%	67-00145.000	Colerain	Belmont

Exhibit A-4

All Committed Working Interest Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Total Tract Acres	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
78	Ascent Resources - Utica, LLC Attn: Kade Smith	3502 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.098	1.000000	0.098	0.014149%	67-00077.000	Colerain	Belmont
79	Ascent Resources - Utica, LLC Attn: Kade Smith	3503 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.098	1.000000	0.098	0.014149%	67-00076.000	Colerain	Belmont
80	Ascent Resources - Utica, LLC Attn: Kade Smith	3504 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.096	1.000000	0.096	0.013860%	67-00075.000	Colerain	Belmont
81	Ascent Resources - Utica, LLC Attn: Kade Smith	3505 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.131	1.000000	0.131	0.018914%	67-00098.000	Colerain	Belmont
82	Ascent Resources - Utica, LLC Attn: Kade Smith	3506 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.103	1.000000	0.103	0.014871%	67-00078.000	Colerain	Belmont
83	Ascent Resources - Utica, LLC Attn: Kade Smith	3507 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.103	1.000000	0.103	0.014871%	67-00079.000	Colerain	Belmont
84	Ascent Resources - Utica, LLC Attn: Kade Smith	3508 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.105	1.000000	0.105	0.015160%	67-00080.000	Colerain	Belmont
85	Ascent Resources - Utica, LLC Attn: Kade Smith	3509 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.105	1.000000	0.105	0.015160%	67-00024.000	Colerain	Belmont
86	Ascent Resources - Utica, LLC Attn: Kade Smith	3510 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.103	1.000000	0.103	0.014871%	67-00025.000	Colerain	Belmont
87	Ascent Resources - Utica, LLC Attn: Kade Smith	3511 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.029	1.000000	0.029	0.004187%	67-00026.000	Colerain	Belmont
88	Ascent Resources - Utica, LLC Attn: Kade Smith	3512 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.092	1.000000	0.092	0.013283%	67-00070.000	Colerain	Belmont
89	Ascent Resources - Utica, LLC Attn: Kade Smith	3513 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.098	1.000000	0.098	0.014149%	67-00123.000	Colerain	Belmont
90	Ascent Resources - Utica, LLC Attn: Kade Smith	3514 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.104	1.000000	0.104	0.015015%	67-00124.000	Colerain	Belmont
91	Ascent Resources - Utica, LLC Attn: Kade Smith	3515 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.081	1.000000	0.081	0.011695%	67-00125.000	Colerain	Belmont
92	Ascent Resources - Utica, LLC Attn: Kade Smith	3516 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.110	1.000000	0.110	0.015882%	67-00126.000	Colerain	Belmont
93	Ascent Resources - Utica, LLC Attn: Kade Smith	3517 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.099	1.000000	0.099	0.014294%	67-00127.000	Colerain	Belmont
94	Ascent Resources - Utica, LLC Attn: Kade Smith	3519 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.104	0.500000	0.052	0.007508%	67-00065.000	Colerain	Belmont
95	Ascent Resources - Utica, LLC Attn: Kade Smith	3520 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.105	1.000000	0.105	0.015160%	67-00022.000	Colerain	Belmont
96	Ascent Resources - Utica, LLC Attn: Kade Smith	3521 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.135	1.000000	0.135	0.019491%	67-00023.000	Colerain	Belmont
97	Ascent Resources - Utica, LLC Attn: Kade Smith	3522 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.170	1.000000	0.170	0.024544%	67-00020.000	Colerain	Belmont
98	Ascent Resources - Utica, LLC Attn: Kade Smith	3523 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.123	1.000000	0.123	0.017759%	67-00021.000	Colerain	Belmont
99	Ascent Resources - Utica, LLC Attn: Kade Smith	3524 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.113	1.000000	0.113	0.016315%	67-00128.000	Colerain	Belmont
100	Ascent Resources - Utica, LLC Attn: Kade Smith	3525 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.107	1.000000	0.107	0.015449%	67-00130.000	Colerain	Belmont
101	Ascent Resources - Utica, LLC Attn: Kade Smith	3526 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.142	1.000000	0.142	0.020502%	67-00132.000	Colerain	Belmont
102	Ascent Resources - Utica, LLC Attn: Kade Smith	3527 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.160	1.000000	0.160	0.023101%	67-00133.000	Colerain	Belmont
103	Ascent Resources - Utica, LLC Attn: Kade Smith	3528 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.120	1.000000	0.120	0.017326%	67-00087.000	Colerain	Belmont

Exhibit A-4

All Committed Working Interest Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Total Tract Acres	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
104	Ascent Resources - Utica, LLC Attn: Kade Smith	3529 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.122	1.000000	0.122	0.017614%	67-00027.000	Colerain	Belmont
105	Ascent Resources - Utica, LLC Attn: Kade Smith	3530 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.121	1.000000	0.121	0.017470%	67-00028.000	Colerain	Belmont
106	Ascent Resources - Utica, LLC Attn: Kade Smith	3531 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.091	1.000000	0.091	0.013139%	67-00029.000	Colerain	Belmont
107	Ascent Resources - Utica, LLC Attn: Kade Smith	3532 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.374	1.000000	0.374	0.053998%	67-00129.000	Colerain	Belmont
108	Ascent Resources - Utica, LLC Attn: Kade Smith	3533 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.243	1.000000	0.243	0.035084%	67-00131.000	Colerain	Belmont
109	Ascent Resources - Utica, LLC Attn: Kade Smith	3534 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.946	1.000000	0.946	0.136583%	67-00154.000	Colerain	Belmont
110	Ascent Resources - Utica, LLC Attn: Kade Smith	3535 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.245	1.000000	0.245	0.035373%	67-00054.000	Colerain	Belmont
111	Ascent Resources - Utica, LLC Attn: Kade Smith	3536 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.278	1.000000	0.278	0.040137%	67-00069.000	Colerain	Belmont
112	Ascent Resources - Utica, LLC Attn: Kade Smith	3537 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.204	1.000000	0.204	0.029453%	67-00050.000	Colerain	Belmont
113	Ascent Resources - Utica, LLC Attn: Kade Smith	3538 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.106	1.000000	0.106	0.015304%	67-60003.000	Colerain	Belmont
114	Ascent Resources - Utica, LLC Attn: Kade Smith	3539 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.393	1.000000	0.393	0.056741%	67-00002.000	Colerain	Belmont
115	Ascent Resources - Utica, LLC Attn: Kade Smith	3540 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.344	1.000000	0.344	0.049666%	67-00164.000	Colerain	Belmont
116	Ascent Resources - Utica, LLC Attn: Kade Smith	3541 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.195	1.000000	0.195	0.028154%	67-00039.000	Colerain	Belmont
117	Ascent Resources - Utica, LLC Attn: Kade Smith	3541 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.103	1.000000	0.103	0.014871%	67-60007.000	Colerain	Belmont
118	Ascent Resources - Utica, LLC Attn: Kade Smith	3542 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.248	1.000000	0.248	0.035806%	67-00001.000	Colerain	Belmont
119	Ascent Resources - Utica, LLC Attn: Kade Smith	3543 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.464	1.000000	2.464	0.355751%	02-01028.000	Colerain	Belmont
120	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	11.373	1.000000	11.373	1.642026%	02-01027.000	Colerain	Belmont
121	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	10.899	1.000000	10.899	1.573590%	67-00005.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
122	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.232	1.000000	0.232	0.033496%	67-00166.000	Colerain	Belmont
123	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	5.977	1.000000	5.977	0.862955%	67-00181.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
124	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	7.647	1.000000	7.647	1.104069%	67-00163.000	Colerain	Belmont
125	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.460	1.000000	2.460	0.355173%	67-00000.000	Colerain	Belmont
126	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.960	1.000000	0.960	0.138604%	67-00003.000	Colerain	Belmont

Exhibit A-4

All Committed Working Interest Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Total Tract Acres	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
127	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.500	1.000000	0.500	0.072190%	67-00004.000	Colerain	Belmont
128	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.016	1.000000	0.016	0.002310%	67-00012.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
129	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.817	1.000000	1.817	0.262337%	67-00013.000	Colerain	Belmont
130	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	13.078	1.000000	13.078	1.888193%	67-00063.000	Colerain	Belmont
131	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	13.087	1.000000	13.087	1.889492%	67-00032.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
132	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.878	1.000000	2.878	0.415524%	67-00141.000	Colerain	Belmont
133	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.410	1.000000	1.410	0.203575%	67-00141.001	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
134	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.779	1.000000	0.779	0.112471%	67-00157.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
136	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.178	1.000000	1.178	0.170079%	03-00664.000	Colerain	Belmont
137	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.216	1.000000	2.216	0.319945%	68-00139.000	Colerain	Belmont
138	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.996	1.000000	2.996	0.432560%	68-00145.000	Colerain	Belmont
139	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	4.490	1.000000	4.490	0.648263%	68-00137.000	Colerain	Belmont
140	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.497	1.000000	0.497	0.071757%	68-00137.003	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
141	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.426	1.000000	0.426	0.061506%	67-00140.000	Colerain	Belmont
142	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.524	1.000000	2.524	0.364413%	68-00086.000	Colerain	Belmont
143	Ascent Resources - Utica, LLC Attn: Kade Smith	3545 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.986	1.000000	0.986	0.142358%	68-00137.002	Colerain	Belmont
144	Ascent Resources - Utica, LLC Attn: Kade Smith	3546 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.011	1.000000	1.011	0.145967%	68-00137.001	Colerain	Belmont
145	Ascent Resources - Utica, LLC Attn: Kade Smith	3549 NW 63rd Street	Oklahoma City	OK	73116	Yes	39.650	1.000000	39.650	5.724640%	68-00085.001	Colerain	Belmont
146	Ascent Resources - Utica, LLC Attn: Kade Smith	3550 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.032	1.000000	0.032	0.004620%	68-00122.000	Colerain	Belmont

Exhibit A-4

All Committed Working Interest Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Total Tract Acres	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
147	Ascent Resources - Utica, LLC Attn: Kade Smith	3551 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.092	1.000000	0.092	0.013283%	68-00000.000	Colerain	Belmont
148	Ascent Resources - Utica, LLC Attn: Kade Smith	3553 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.724	1.000000	0.724	0.104531%	68-00138.000	Colerain	Belmont
149	Ascent Resources - Utica, LLC Attn: Kade Smith	3554 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.556	1.000000	2.556	0.369034%	66-00027.000	Colerain	Belmont
150	Ascent Resources - Utica, LLC Attn: Kade Smith	3557 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.032	1.000000	1.032	0.148999%	66-00238.000	Colerain	Belmont
151	Ascent Resources - Utica, LLC Attn: Kade Smith	3558 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.797	1.000000	1.797	0.259450%	66-00454.000	Colerain	Belmont
152	Ascent Resources - Utica, LLC Attn: Kade Smith	3559 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.435	1.000000	0.435	0.062805%	66-00457.000	Colerain	Belmont
153	Ascent Resources - Utica, LLC Attn: Kade Smith	3560 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.624	1.000000	1.624	0.234472%	66-00455.000	Colerain	Belmont
154	Ascent Resources - Utica, LLC Attn: Kade Smith	3561 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.140	1.000000	1.140	0.164592%	66-00456.000	Colerain	Belmont
155	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	15.098	1.000000	15.098	2.179839%	66-00429.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
156	Ascent Resources - Utica, LLC Attn: Kade Smith	3562 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.498	1.000000	2.498	0.360660%	66-00341.000	Colerain	Belmont
157	Ascent Resources - Utica, LLC Attn: Kade Smith	3563 NW 63rd Street	Oklahoma City	OK	73116	Yes	34.988	1.000000	34.988	5.051543%	66-00073.000	Colerain	Belmont
158	Ascent Resources - Utica, LLC Attn: Kade Smith	3564 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.885	1.000000	1.885	0.272155%	66-00075.000	Colerain	Belmont
159	Ascent Resources - Utica, LLC Attn: Kade Smith	3565 NW 63rd Street	Oklahoma City	OK	73116	Yes	7.056	1.000000	7.056	1.018740%	66-00073.000	Colerain	Belmont
160	Ascent Resources - Utica, LLC Attn: Kade Smith	3566 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.965	1.000000	0.965	0.139326%	66-00429.001	Colerain	Belmont
161	Ascent Resources - Utica, LLC Attn: Kade Smith	3567 NW 63rd Street	Oklahoma City	OK	73116	Yes	7.201	1.000000	7.201	1.039675%	66-00000.000	Colerain	Belmont
162	Ascent Resources - Utica, LLC Attn: Kade Smith	3569 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.194	1.000000	1.194	0.172389%	68-00138.017	Colerain	Belmont
163	Ascent Resources - Utica, LLC Attn: Kade Smith	3571 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.570	1.000000	1.570	0.226676%	68-00138.013	Colerain	Belmont
164	Ascent Resources - Utica, LLC Attn: Kade Smith	3572 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.953	1.000000	1.953	0.281973%	68-00138.007	Colerain	Belmont
165	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.465	1.000000	2.465	0.355895%	68-00138.011	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
166	Ascent Resources - Utica, LLC Attn: Kade Smith	3561 NW 63rd Street	Oklahoma City	OK	73116	Yes	3.260	1.000000	3.260	0.470677%	68-00138.014	Colerain	Belmont
167	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	4.037	1.000000	4.037	0.582859%	68-00138.008	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
168	Ascent Resources - Utica, LLC Attn: Kade Smith	3562 NW 63rd Street	Oklahoma City	OK	73116	Yes	3.733	1.000000	3.733	0.538968%	68-00138.019	Colerain	Belmont

Exhibit A-4

All Committed Working Interest Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Total Tract Acres	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
169	Ascent Resources - Utica, LLC Attn: Kade Smith	3564 NW 63rd Street	Oklahoma City	OK	73116	Yes	27.954	1.000000	27.954	4.035979%	68-00138.021	Colerain	Belmont
170	Ascent Resources - Utica, LLC Attn: Kade Smith	3570 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.285	1.000000	0.285	0.041148%	66-00529.000	Colerain	Belmont
171	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.951	1.000000	0.951	0.137305%	66-00252.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
172	Ascent Resources - Utica, LLC Attn: Kade Smith	3561 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.034	1.000000	0.034	0.004909%	66-00443.000	Colerain	Belmont
173	Ascent Resources - Utica, LLC Attn: Kade Smith	3562 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.144	1.000000	1.144	0.165170%	66-00073.001	Colerain	Belmont
174	Ascent Resources - Utica, LLC Attn: Kade Smith	3563 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.550	1.000000	0.550	0.079409%	66-00366.000	Colerain	Belmont
175	Ascent Resources - Utica, LLC Attn: Kade Smith	3564 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.263	1.000000	0.263	0.037972%	66-00261.000	Colerain	Belmont
176	Ascent Resources - Utica, LLC Attn: Kade Smith	3565 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.262	1.000000	0.262	0.037827%	66-00394.001	Colerain	Belmont
177	Ascent Resources - Utica, LLC Attn: Kade Smith	3566 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.155	1.000000	0.155	0.022379%	66-00260.000	Colerain	Belmont
178	Ascent Resources - Utica, LLC Attn: Kade Smith	3567 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.471	1.000000	0.471	0.068003%	66-00026.000	Colerain	Belmont
179	Ascent Resources - Utica, LLC Attn: Kade Smith	3568 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.244	1.000000	0.244	0.035229%	66-00127.000	Colerain	Belmont
180	Ascent Resources - Utica, LLC Attn: Kade Smith	3569 NW 63rd Street	Oklahoma City	OK	73116	Yes	3.813	0.712500	2.717	0.392244%	66-00393.000	Colerain	Belmont
181	Ascent Resources - Utica, LLC Attn: Kade Smith	3577 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.684	0.850000	1.431	0.206665%	66-00524.000	Colerain	Belmont
182	Ascent Resources - Utica, LLC Attn: Kade Smith	3578 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.192	1.000000	0.192	0.027721%	66-00394.000	Colerain	Belmont
183	Ascent Resources - Utica, LLC Attn: Kade Smith	3579 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.879	1.000000	0.879	0.126909%	66-00395.000	Colerain	Belmont
184	Ascent Resources - Utica, LLC Attn: Kade Smith	3581 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.433	1.000000	1.433	0.206896%	68-00138.000	Colerain	Belmont
185	Ascent Resources - Utica, LLC Attn: Kade Smith	3582 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.024	1.000000	0.024	0.003465%	66-00331.000	Colerain	Belmont
186	Ascent Resources - Utica, LLC Attn: Kade Smith	3583 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.096	1.000000	0.096	0.013860%	66-00330.000	Colerain	Belmont
187	Ascent Resources - Utica, LLC Attn: Kade Smith	3584 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.092	1.000000	0.092	0.013283%	66-00329.000	Colerain	Belmont
188	Ascent Resources - Utica, LLC Attn: Kade Smith	3586 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.087	1.000000	0.087	0.012561%	66-00210.000	Colerain	Belmont
189	Ascent Resources - Utica, LLC Attn: Kade Smith	3588 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.071	1.000000	0.071	0.010251%	66-00209.000	Colerain	Belmont
190	Ascent Resources - Utica, LLC Attn: Kade Smith	3590 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.082	1.000000	0.082	0.011839%	66-00208.000	Colerain	Belmont
191	Ascent Resources - Utica, LLC Attn: Kade Smith	3591 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.100	1.000000	0.100	0.014438%	66-00207.000	Colerain	Belmont
192	Ascent Resources - Utica, LLC Attn: Kade Smith	3594 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.114	1.000000	0.114	0.016459%	66-00206.000	Colerain	Belmont
193	Ascent Resources - Utica, LLC Attn: Kade Smith	3595 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.101	1.000000	0.101	0.014582%	66-00168.000	Colerain	Belmont

Exhibit A-4

All Committed Working Interest Owners in the proposed Oboy SW CLR BL Unit

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194	Ascent Resources - Utica, LLC Attn: Kade Smith	3596 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.110	1.000000	0.110	0.015882%	66-00167.000	Colerain	Belmont
195	Ascent Resources - Utica, LLC Attn: Kade Smith	3597 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.119	1.000000	0.119	0.017181%	66-00166.000	Colerain	Belmont
196	Ascent Resources - Utica, LLC Attn: Kade Smith	3598 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.128	1.000000	0.128	0.018481%	66-00165.000	Colerain	Belmont
197	Ascent Resources - Utica, LLC Attn: Kade Smith	3599 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.208	1.000000	0.208	0.030031%	66-00164.000	Colerain	Belmont
198	Ascent Resources - Utica, LLC Attn: Kade Smith	3600 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.217	1.000000	0.217	0.031330%	66-00163.000	Colerain	Belmont
199	Ascent Resources - Utica, LLC Attn: Kade Smith	3601 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.146	1.000000	0.146	0.021079%	66-00162.000	Colerain	Belmont
200	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.134	1.000000	0.134	0.019347%	66-00150.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
201	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.123	1.000000	0.123	0.017759%	66-00149.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
202	Ascent Resources - Utica, LLC Attn: Kade Smith	3601 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.111	1.000000	0.111	0.016026%	66-00145.000	Colerain	Belmont
203	Ascent Resources - Utica, LLC Attn: Kade Smith	3601 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.459	1.000000	1.459	0.210649%	66-00000.000	Colerain	Belmont
204	Ascent Resources - Utica, LLC Attn: Kade Smith	3602 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.119	1.000000	0.119	0.017181%	66-00171.000	Colerain	Belmont
205	Ascent Resources - Utica, LLC Attn: Kade Smith	3603 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.114	1.000000	0.114	0.016459%	66-00170.000	Colerain	Belmont
206	Ascent Resources - Utica, LLC Attn: Kade Smith	3604 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.092	1.000000	0.092	0.013283%	66-00169.000	Colerain	Belmont
207	Ascent Resources - Utica, LLC Attn: Kade Smith	3605 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.092	1.000000	0.092	0.013283%	66-00546.000	Colerain	Belmont
208	Ascent Resources - Utica, LLC Attn: Kade Smith	3606 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.092	1.000000	0.092	0.013283%	66-00348.000	Colerain	Belmont
209	Ascent Resources - Utica, LLC Attn: Kade Smith	3609 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.092	1.000000	0.092	0.013283%	66-00347.000	Colerain	Belmont
210	Ascent Resources - Utica, LLC Attn: Kade Smith	3611 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.092	1.000000	0.092	0.013283%	66-00346.000	Colerain	Belmont
211	Ascent Resources - Utica, LLC Attn: Kade Smith	3613 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.092	1.000000	0.092	0.013283%	66-00345.000	Colerain	Belmont
212	Ascent Resources - Utica, LLC Attn: Kade Smith	3615 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.107	1.000000	0.107	0.015449%	66-00344.000	Colerain	Belmont
213	Ascent Resources - Utica, LLC Attn: Kade Smith	3616 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.107	1.000000	0.107	0.015449%	66-00343.000	Colerain	Belmont
214	Ascent Resources - Utica, LLC Attn: Kade Smith	3618 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.367	1.000000	0.367	0.052987%	66-00320.000	Colerain	Belmont
215	Ascent Resources - Utica, LLC Attn: Kade Smith	3619 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.092	1.000000	0.092	0.013283%	66-00319.000	Colerain	Belmont
216	Ascent Resources - Utica, LLC Attn: Kade Smith	3620 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.028	1.000000	0.028	0.004043%	66-00181.000	Colerain	Belmont

Exhibit A-4

All Committed Working Interest Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Total Tract Acres	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
217	Ascent Resources - Utica, LLC Attn: Kade Smith	3629 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.774	0.850000	0.658	0.094987%	66-00523.000	Colerain	Belmont
218	Ascent Resources - Utica, LLC Attn: Kade Smith	3630 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.286	1.000000	0.286	0.041292%	66-00397.000	Colerain	Belmont
219	Ascent Resources - Utica, LLC Attn: Kade Smith	3631 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.398	1.000000	1.398	0.201842%	66-00354.000	Colerain	Belmont
220	Ascent Resources - Utica, LLC Attn: Kade Smith	3632 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.171	1.000000	2.171	0.313447%	68-00101.001	Colerain	Belmont
221	Rice Drilling D, LLC Attn: Cari Marso	625 Liberty Avenue, Suite 1700	Pittsburgh	PA	15222	Yes	3.431	1.000000	3.431	0.495365%	66-00504.000	Colerain	Belmont
222	Ascent Resources - Utica, LLC Attn: Kade Smith	3632 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.280	1.000000	1.280	0.184806%	66-00396.000	Colerain	Belmont
223	Ascent Resources - Utica, LLC Attn: Kade Smith	3632 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.235	1.000000	0.235	0.033929%	68-00039.000	Colerain	Belmont
225	Rice Drilling D, LLC Attn: Cari Marso	625 Liberty Avenue, Suite 1700	Pittsburgh	PA	15222	Yes	6.712	1.000000	6.712	0.969074%	68-00101.000	Colerain	Belmont
226	Rice Drilling D, LLC Attn: Cari Marso	625 Liberty Avenue, Suite 1700	Pittsburgh	PA	15222	Yes	13.629	1.000000	13.629	1.967746%	66-00123.000	Colerain	Belmont
227	Ascent Resources - Utica, LLC Attn: Kade Smith	3632 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.820	1.000000	2.820	0.407150%	66-00113.000	Colerain	Belmont
228	Ascent Resources - Utica, LLC Attn: Kade Smith	3633 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.065	1.000000	0.065	0.009385%	66-00579.000	Colerain	Belmont
229	Ascent Resources - Utica, LLC Attn: Kade Smith	3634 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.093	1.000000	2.093	0.302186%	66-00565.000	Colerain	Belmont
230	Ascent Resources - Utica, LLC Attn: Kade Smith	3635 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.319	1.000000	2.319	0.334816%	66-00115.000	Colerain	Belmont
231	Ascent Resources - Utica, LLC Attn: Kade Smith	3636 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.954	1.000000	2.954	0.426496%	66-00342.000	Colerain	Belmont
232	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	5.874	1.000000	5.874	0.848084%	66-00218.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
233	Ascent Resources - Utica, LLC Attn: Kade Smith	3641 NW 63rd Street	Oklahoma City	OK	73116	Yes	3.577	1.000000	3.577	0.516445%	68-00038.000	Colerain	Belmont
235	Ascent Resources - Utica, LLC Attn: Kade Smith	3647 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.964	1.000000	0.964	0.139182%	68-00093.000	Colerain	Belmont
236	Ascent Resources - Utica, LLC Attn: Kade Smith	3648 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.959	1.000000	0.959	0.138460%	68-00091.000	Colerain	Belmont
238	Ascent Resources - Utica, LLC Attn: Kade Smith	3650 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.951	1.000000	0.951	0.137305%	68-00026.000	Colerain	Belmont
239	Ascent Resources - Utica, LLC Attn: Kade Smith	3651 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.952	1.000000	0.952	0.137449%	68-00025.000	Colerain	Belmont
240	Ascent Resources - Utica, LLC Attn: Kade Smith	3652 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.953	1.000000	0.953	0.137593%	68-00095.000	Colerain	Belmont
241	Ascent Resources - Utica, LLC Attn: Kade Smith	3653 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.953	1.000000	0.953	0.137593%	68-00096.000	Colerain	Belmont
242	Ascent Resources - Utica, LLC Attn: Kade Smith	3654 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.953	1.000000	0.953	0.137593%	68-00010.000	Colerain	Belmont
243	Ascent Resources - Utica, LLC Attn: Kade Smith	3657 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.952	1.000000	0.952	0.137449%	68-00011.000	Colerain	Belmont
244	Ascent Resources - Utica, LLC Attn: Kade Smith	3658 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.952	1.000000	0.952	0.137449%	68-00115.000	Colerain	Belmont

Exhibit A-4

All Committed Working Interest Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Total Tract Acres	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
245	Ascent Resources - Utica, LLC Attn: Kade Smith	3659 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.640	1.000000	0.640	0.092403%	68-00024.000	Colerain	Belmont
246	Ascent Resources - Utica, LLC Attn: Kade Smith	3660 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.001	1.000000	0.001	0.000144%	68-00000.000	Colerain	Belmont
247	Ascent Resources - Utica, LLC Attn: Kade Smith	3661 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.264	1.000000	0.264	0.038116%	68-00073.000	Colerain	Belmont
249	Ascent Resources - Utica, LLC Attn: Kade Smith	3663 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.000	1.000000	1.000	0.144379%	68-00054.000	Colerain	Belmont
250	Ascent Resources - Utica, LLC Attn: Kade Smith	3664 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.904	1.000000	0.904	0.130519%	68-00064.000	Colerain	Belmont
251	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.904	1.000000	0.904	0.130519%	68-00082.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
252	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.000	1.000000	1.000	0.144379%	68-00002.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
253	Ascent Resources - Utica, LLC Attn: Kade Smith	3664 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.093	1.000000	1.093	0.157807%	68-00007.000	Colerain	Belmont
254	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.769	1.000000	0.769	0.111028%	68-00021.003	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
255	Ascent Resources - Utica, LLC Attn: Kade Smith	3664 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.824	1.000000	0.824	0.118969%	68-00019.000	Colerain	Belmont
256	Ascent Resources - Utica, LLC Attn: Kade Smith	3665 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.788	1.000000	0.788	0.113771%	68-00051.000	Colerain	Belmont
257	Ascent Resources - Utica, LLC Attn: Kade Smith	3668 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.582	1.000000	0.582	0.084029%	68-00081.000	Colerain	Belmont
258	Ascent Resources - Utica, LLC Attn: Kade Smith	3669 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.583	1.000000	0.583	0.084173%	68-00047.000	Colerain	Belmont
259	Ascent Resources - Utica, LLC Attn: Kade Smith	3671 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.898	1.000000	0.898	0.129653%	68-00075.000	Colerain	Belmont
260	Ascent Resources - Utica, LLC Attn: Kade Smith	3672 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.430	1.000000	1.430	0.206462%	03-00058.000	Colerain	Belmont
261	Ascent Resources - Utica, LLC Attn: Kade Smith	3673 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.634	1.000000	1.634	0.235916%	66-00213.000	Colerain	Belmont
262	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.040	1.000000	0.040	0.005775%	66-60016.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
263	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	3.710	1.000000	3.710	0.535647%	68-00021.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
264	Ascent Resources - Utica, LLC Attn: Kade Smith	3676 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.601	1.000000	0.601	0.086772%	68-00050.000	Colerain	Belmont

Exhibit A-4

All Committed Working Interest Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Total Tract Acres	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
265	Ascent Resources - Utica, LLC Attn: Kade Smith	3678 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.750	1.000000	0.750	0.108284%	68-00048.000	Colerain	Belmont
266	Ascent Resources - Utica, LLC Attn: Kade Smith	3679 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.577	1.000000	0.577	0.083307%	68-00076.000	Colerain	Belmont
267	Ascent Resources - Utica, LLC Attn: Kade Smith	3680 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.608	1.000000	0.608	0.087783%	68-00049.000	Colerain	Belmont
268	Ascent Resources - Utica, LLC Attn: Kade Smith	3681 NW 63rd Street	Oklahoma City	OK	73116	Yes	2.289	1.000000	2.289	0.330484%	66-00195.001	Colerain	Belmont
269	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.095	1.000000	0.095	0.013716%	66-00122.000	Colerain	Belmont
	XTO Energy Inc. Attn: Luke Herren	22777 Springwoods Village Parkway	Spring	TX	77389								
270	Ascent Resources - Utica, LLC Attn: Kade Smith	3677 NW 63rd Street	Oklahoma City	OK	73116	Yes	1.410	1.000000	1.410	0.203575%	68-00085.000	Colerain	Belmont
271	Ascent Resources - Utica, LLC Attn: Kade Smith	3680 NW 63rd Street	Oklahoma City	OK	73116	Yes	4.422	1.000000	4.422	0.638445%	67-00178.000	Colerain	Belmont
272	Ascent Resources - Utica, LLC Attn: Kade Smith	3681 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.050	1.000000	0.050	0.007219%	68-00000.000	Colerain	Belmont
273	Ascent Resources - Utica, LLC Attn: Kade Smith	3682 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.055	1.000000	0.055	0.007941%	68-00000.000	Colerain	Belmont
274	Ascent Resources - Utica, LLC Attn: Kade Smith	3683 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.061	1.000000	0.061	0.008807%	68-00000.000	Colerain	Belmont
275	Ascent Resources - Utica, LLC Attn: Kade Smith	3684 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.135	1.000000	0.135	0.019491%	68-00000.000	Colerain	Belmont
276	Ascent Resources - Utica, LLC Attn: Kade Smith	3685 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.136	1.000000	0.136	0.019636%	68-00000.000	Colerain	Belmont
277	Ascent Resources - Utica, LLC Attn: Kade Smith	3686 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.067	1.000000	0.067	0.009673%	68-00000.000	Colerain	Belmont
278	Ascent Resources - Utica, LLC Attn: Kade Smith	3687 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.068	1.000000	0.068	0.009818%	68-00000.000	Colerain	Belmont
279	Ascent Resources - Utica, LLC Attn: Kade Smith	3688 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.069	1.000000	0.069	0.009962%	68-00000.000	Colerain	Belmont
280	Ascent Resources - Utica, LLC Attn: Kade Smith	3689 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.069	1.000000	0.069	0.009962%	68-00000.000	Colerain	Belmont
281	Ascent Resources - Utica, LLC Attn: Kade Smith	3690 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.069	1.000000	0.069	0.009962%	68-00000.000	Colerain	Belmont
282	Ascent Resources - Utica, LLC Attn: Kade Smith	3691 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.130	1.000000	0.130	0.018769%	68-00000.000	Colerain	Belmont
283	Ascent Resources - Utica, LLC Attn: Kade Smith	3692 NW 63rd Street	Oklahoma City	OK	73116	Yes	0.054	1.000000	0.054	0.007796%	68-00000.000	Colerain	Belmont
284	Ascent Resources - Utica, LLC Attn: Kade Smith	3699 NW 63rd Street	Oklahoma City	OK	73116	Yes	3.874	0.700000	2.712	0.391528%	66-00000.000	Colerain	Belmont
								Total Committed Acres:	685.633	98.991237%			
								Total Unit Acres:	692.620				

End of Exhibit A-4

Exhibit A-5

All Uncommitted Working Interest Owners in the proposed Oboy SW CLR BL Unit

Tract Number	Uncommitted Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
234	Gulfport Appalachia, LLC Attn: Bill Eischeid	300 Quail Springs Parkway	Oklahoma City	OK	73134	Yes	1.000000	0.970	0.140048%	68-00084.000	Colerain	Belmont
237	Gulfport Appalachia, LLC Attn: Bill Eischeid	300 Quail Springs Parkway	Oklahoma City	OK	73134	Yes	1.000000	0.955	0.137882%	68-00023.000	Colerain	Belmont
248	Gulfport Appalachia, LLC Attn: Bill Eischeid	300 Quail Springs Parkway	Oklahoma City	OK	73134	Yes	1.000000	1.000	0.144379%	68-00090.000	Colerain	Belmont
Total Uncommitted Acres:								2.925	0.422310%			
Total Unit Acres:								692.620				

End of Exhibit A-5

Exhibit A-6

All parcels subject to pending ownership litigation in the proposed Oboy SW CLR BL Unit

Tract Number	Ownership Dispute Parties	Address	City	State	Zip	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County
None												
Total Acres Pending Ownership Litigation:								0.000	0.000000%			
Total Unit Acres:								692.620				

End of Exhibit A-6

Mailing List

Mailing List for all Mineral Owners in the proposed Oboy SW CLR BL Unit

CURRENT MINERAL OWNERS	ADDRESS	CITY	STATE	ZIP CODE
JOSEPH OBOY	71521 HALL STREET	ST CLAIRSVILLE	OH	43950
MELISSA A. HOWELL	50555 GOLETZ ROAD	ST CLAIRSVILLE	OH	43950
TOBIANNE DEAN	72365 GRAYS RIDGE ROAD	ST CLAIRSVILLE	OH	43950
JOSHUA R. SLOAN	72097 GRAYS RIDGE ROAD	ST CLAIRSVILLE	OH	43950
EDWARD BASSA, JR.	50460 HOWARD HILL ROAD	ST CLAIRSVILLE	OH	43950
KARL SIKOLE AND MARY SIKOLE	70638 CRESCENT DRIVE	ST CLAIRSVILLE	OH	43950
MATTHEW W. FRANKOVICH AND WENDY S. FRANKOVICH	72095 GRAYS RIDGE ROAD	ST CLAIRSVILLE	OH	43950
MARTIN LIBERTOSKY	7137 HARRELL ROAD	KNOXVILLE	TN	37931
STEPHEN F. LIBERTOSKY, JR.	71690 ROBINSON HOLLOW	ST CLAIRSVILLE	OH	43950
ANTHONY CHARLES	290 THORNEWOOD DRIVE	GRANDVILLE	OH	43023
WALLACE LIBERTOWSKI	3215 FRANTZ ROAD	MEDINA	OH	44256
JOSEPH KUBERACKI	2807 PARKRIDGE CIRCLE NW	CANTON	OH	44718
SHIRLEY PIECHOWSKI	7653 KEYWEST DRIVE	PARMA	OH	73154
THE ANN L. SHELTER REVOCABLE LIVING TRUST, UAD 12/17/2002	6180 CHESHAM AVENUE NE	CANTON	OH	44721
LILLIAN JOHNS	715 GREENFIELD DRIVE	MANSFIELD	OH	44904
VERONICA BURNS	591 LAKE CYPRESS CIRCLE	OLDSMAR	FL	34677
THEODORE KUBERACKI	4531 FRAZER AVENUE NW	CANTON	OH	44709
ROSE M. ZIEMBA	204 DENNIS LANE	ST CLAIRSVILLE	OH	43950
MATILDA DUBIEL	42989 MOUNT HOPE ROAD	LAFFERTY	OH	43977
LUELLA LIBERTOSKY	12117 MARGUERITE AVENUE	GARFIELD HEIGHTS	OH	44125
STELLA PUSKARICH	4016 STATE ROUTE 152	DILLONVALE	OH	43917
SILTSTONE RESOURCES, LLC - ATTN: MICHAEL J. FAUST	1801 SMITH STREET SUITE 2000	HOUSTON	TX	77002
GATEWAY ROYALTY III, LLC - ATTN: CHRIS ODLHAM	PO BOX 637	CARROLLTON	OH	44615
SILTSTONE RESOURCES II, LLC - ATTN: MICHAEL J. FAUST	1801 SMITH STREET SUITE 2000	HOUSTON	TX	77002
ERIC M. TRACZYK AND JAMIE L. TRACZYK	72019 GRAYS RIDGE ROAD	ST CLAIRSVILLE	OH	43950
BROOKFIELD ENERGY, LLC - ATTN: EDWARD B. LANGE	1865 EAST 16TH PLACE	TULSA	OK	74104
DOUGLAS J. MANION	71885 GRAYS RIDGE ROAD	ST CLAIRSVILLE	OH	43950
KAREN M. FOLTZ	71885 GRAYS RIDGE ROAD	ST CLAIRSVILLE	OH	43950
STEPHEN F. LIBERTOSKY, JR.	71690 ROBINSON HOLLOW	ST CLAIRSVILLE	OH	43950
JOAN E. EVICK	67028 JOELLA DRIVE	ST CLAIRSVILLE	OH	43950
STEVEN J. SHRIEVE	7214 HYATT STREET	SAN DIEGO	CA	92111
ROBERT JAMES SHRIEVE	4328 LATIMER AVENUE	SAN JOSE	CA	95130
DOROTHY J. HERNDON	2228 EAST GREENLEE ROAD	TUCSON	AZ	85719
JEANNETTE M. YANSSENS	4773 STATE HIGHWAY 151	MINGO JUNCTION	OH	43938
KRULOCK COAL COMPANY, INC. - ATTN: DAVID G. KRULOCK	PO BOX 24	MORRISTOWN	OH	43759
GEOFLO, LLC - ATTN: DAVID G. KRULOCK	PO BOX 24	MORRISTOWN	OH	43759
CAROLE C. MASSE	812 WALNUT STREET	MARTINS FERRY	OH	43935
KEENA MARIE URESTI AND MICHAEL R. URESTI	4406 VANDERMERE COURT	KINGWOOD	TX	77345
WILEY E. MYERS	1257 COUNTY ROAD 6	DILLONVALE	OH	43917
WILEY PHILLIPS	71530 CENTER STREET	ST CLAIRSVILLE	OH	43950
MARK CUIKSA	71390 FRONT STREET	ST CLAIRSVILLE	OH	43950
CAROL A. DAVIES	48128 SLOANS RUN ROAD	ST CLAIRSVILLE	OH	43950
WESLEY NEAL AND ANGEL NEAL	70840 CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
MICHAEL G. SHREVE AND REBA M. SHREVE	69670 CRESTVIEW LANE	ST CLAIRSVILLE	OH	43950
MARGARETTE PONCEL	4730 59TH STREET APT 4F	WOODSIDE	NY	11377
ROBERT PONCEL	25914 86TH AVENUE	BELLEROSE	NY	11426
THEODORE PONCEL, JR.	4730 59TH STREET APT 4F	WOODSIDE	NY	11377
CHRISTINE A. SUPANIK	71331 CENTER STREET	ST CLAIRSVILLE	OH	43950
JAMES M. JOHNSON AND ELLEN MARIE JOHNSON	4449 HIGHLAND AVENUE	SHADYSIDE	OH	43937
ERINN E. RYNKIEVICH AND STEWART RYNKIEVICH	3 LAVA AVENUE	WHEELING	WV	26003
JEFFREY D. STARKEY	52521 LAKEVIEW DRIVE	DILLONVALE	OH	43917
RICHARD STARKEY	1119 WEST JEFFERSON STREET	MARTINS FERRY	OH	43935
TONYA DARLENE WEEKLEY	71355 CENTER STREET	ST CLAIRSVILLE	OH	43950
RITA M. FODOR	66609 GLENCOE ROAD	ST CLAIRSVILLE	OH	43950
MARJORIE E. LEASURE	71381 CENTER STREET	ST CLAIRSVILLE	OH	43950
WILLIAM MCGARRY, JR.	PO BOX 155	GLENCOE	OH	43928
DEBBIE LYNN MAKRIS AND WILLIAM J. MAKRIS	8484 HAZELTON ETNA ROAD SW	PATASKALA	OH	43062
JEFFREY L. FISHER	66991 HENDERSON ROAD	ST CLAIRSVILLE	OH	43950
JEFFREY L. FISHER, SR. AND MARIEL B. FISHER	71420 FRONT STREET	ST CLAIRSVILLE	OH	43950
ROBERT L. BASSA, JR. AND DEBBRA K. BASSA	71420 CENTER STREET	ST CLAIRSVILLE	OH	43950
ROBERT L. BASSA, SR. AND KSAVERA A. BASSA	71386 CENTER STREET	ST CLAIRSVILLE	OH	43950
THOMAS ALAN GARAN, JR. AND KIMBERLY E. GARAN	57639 SOUTH ELEANOR	BRIDGEPORT	OH	43912
LUCINDA JO GARAN TIRPAK	71322 SOUTH SHARON ROAD	BRIDGEPORT	OH	43912
KENNETH EUGENE GARAN	70716 CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
MARY MARGARET GARAN TRUAX AND EDWARD W. TRUAX, JR.	9 AUSTIN AVENUE	WHEELING	WV	26003
JAMES JOSEPH BASSA, SR.	33445 AKRON BOAT CLUB ROAD	PIEDMONT	OH	43983
GARY H. OTTE AND CANDICE A. OTTE	1060 ADDISON STREET	WASHINGTON	PA	15301
DESIREE M. DEMBROSKY AND CHARLES DEMBROSKY	71455 CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
DOROTHY A. WILEY AND RICHARD A. WILEY	24196 COUNTY ROAD 93	FRESNO	OH	43824
205, LLC - ATTN: ARVIND A. PATEL	16 RENAISSANCE WAY	WHEELING	WV	26003
SHANE SMOLENAK AND MEGAN SMOLENAK	71405 CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
KIRK P. SMOLENAK AND JENNIFER S. SMOLENAK	71395 CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
DAVID L. CLARK	71385 CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
CAPSTONE HOLDING COMPANY - ATTN: JOHN P. DUTTON, PRESIDENT	PO BOX 115	BANNOCK	OH	43972
THOMAS R. STEWART JR.	300 WHITTLESEY DRIVE	TALLMADGE	OH	44278
ARBALA AD3, LLC - ATTN: CODY MILLER	2100 ROSS AVENUE SUITE 1870	DALLAS	TX	75201
STEVEN A. SUPANIK AND CHRISTINE SUPANIK	71331 CENTER STREET	ST CLAIRSVILLE	OH	43950
TIMBERWOLF MINERALS, LLC - ATTN: CHASE WILLIAMS	PO BOX 701553	TULSA	OK	74170
LOIS S. EIDSON	2805 SHANNON ROAD	ALBANY	GA	31721
DEBRA A. MALONE AND KRISTIE L. BLANKENSHIP	71325 FRONT STREET	ST CLAIRSVILLE	OH	43950

CURRENT MINERAL OWNERS	ADDRESS	CITY	STATE	ZIP CODE
BECKY L. BICKMEIER	51265 BARTON CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
EDWARD P. SCHLICHER	71000 CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
DONALD D. SEMANCIK AND DEBORAH A. SEMANCIK	71178 CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
WOODLAND ACRES NURSING HOME, INC. - ATTN: JAMES F. DRUZIN	70900 CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
LESLIE L. WILDMAN	56118 SHADYSIDE DRIVE	SHADYSIDE	OH	43947
JOSEPH TARTLER, JR.	8635 MEADOWLARK CIRCLE	HIGHLANDS RANCH	CO	80126
REBECCA S. REEVES	2606 SEQUOIA STREET	PERRYTON	TX	79070
HERITAGE RESOURCES - UTICA MINERALS, LLC - ATTN: KRISTEN ROGSTAD	PO BOX 13580	OKLAHOMA CITY	OK	73113
JOSEPH M. SUPANIK AND KAREN R. SUPANIK	7084 AYERS ROAD	ST CLAIRSVILLE	OH	43950
WILLAM F. EDGE AND BARBARA ANN EDGE	1116 VIRGINIA STREET	MARTINS FERRY	OH	43935
DAVID W. EDGE AND THERESA T. EDGE	27 PINE LANE	WHEELING	WV	26003
MICHAEL E. PAULEY	7575 SUNRISE OVAL	PARMA	OH	44134
CSX TRANSPORTATION, INC. - ATTN: RICHARD M. HOOD	500 WATER STREET	JACKSONVILLE	FL	32202
DANIEL J. MCKEEVER AND CONSTANCE L. MCKEEVER	51235 POSOCCO DRIVE	ST CLAIRSVILLE	OH	43950
JOSEPH D. ZAVATSKY AND KAREN M. ZAVATSKY	51275 POSOCCO DRIVE	ST CLAIRSVILLE	OH	43950
FRANCES JUNE STOFFLE	4550 NORTH FLOWING WELLS ROAD UNIT 137	TUCSON	AZ	85705
MARY TURLEY	557 CROSS CREEK ROAD	ST EUBENVILLE	OH	43953
LINDA TENNYSON	557 CROSS CREEK ROAD	ST EUBENVILLE	OH	43953
LISA A. MILES	53 CAROLYN LANE	DELAWARE	OH	43015
JUSTIN M. TURLEY	72131 KINSMAN ROAD	ST CLAIRSVILLE	OH	43950
RYAN E. TURLEY	PO BOX 195	ST CLAIRSVILLE	OH	43950
GLENN C. BOWERS	51599 BARTON CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
THOMAS H. BOGGS	51825 BARTON CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
RUTH E. LECHNER	51845 BARTON CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
DEBORAH S. KAISER	51979 BARTON CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
MARY M. CORRICK	51865 BARTON CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
JEFFREY S. GAZDIK AND CARA L. GAZDIK	51225 POSOCCO DRIVE	ST CLAIRSVILLE	OH	43950
JOSEPH P. GAZDIK AND DESIREE M. GAZDIK	4 OAKWOOD COURT	WICHITA FALLS	TX	76308
DONALD W. DLESK, JR.	53203 DLESK AVENUE	DILLONVALE	OH	43917
MICHAEL D. DLESK	53203 DLESK AVENUE	DILLONVALE	OH	43917
JEFFREY S. GAZDIK	51225 POSOCCO DRIVE	ST CLAIRSVILLE	OH	43950
DAVID L. FLUHARTY AND ETHEL K. FLUHARTY	57197 NEW CUT ROAD	SHADYSIDE	OH	43947
STEPHEN J. GAZDIK	51883 HELLS KITCHEN ROAD	ST CLAIRSVILLE	OH	43950
JEFF KIRK	56961 FERRYVIEW ROAD	MARTINS FERRY	OH	43935
CHARLES B. COEN	71480 CAMPBELL ROAD	ST CLAIRSVILLE	OH	43950
GOLDIE M. MISTAK AND JOHN J. MISTAK	51994 HELLS KITCHEN ROAD	ST CLAIRSVILLE	OH	43950
DAVID F. COSTAIN AND HEIDI S. COSTAIN	51906 HELLS KITCHEN ROAD	ST CLAIRSVILLE	OH	43950
WILLIAM D. TIMKO	51641 HELLS KITCHEN ROAD	BARTON	OH	43905
POTOMAC MINERAL GROUP LLC - ATTN: CLARK A. LIEBLER	615 WASHINGTON ROAD SUITE 400	PITTSBURGH	PA	15228
JUBILEE ROYALTY HOLDINGS LLC - ATTN: TIMOTHY J. KOTZMAN	PO BOX 192	NEW YORK	NY	10024
THOMAS M. ZAMBORI AND JACQUELINE M. ZAMBORI	51641 RILEY ROAD	ST CLAIRSVILLE	OH	43950
ANTHONY RILEY, JR.	PO BOX 715	BARTON	OH	43905
ANTHONY F. RILEY, SR.	70303 CENTRAL AVENUE	BARTON	OH	43905
MAX L. COOK	67180 WILLOW GROVE ROAD	ST CLAIRSVILLE	OH	43950
WILLIAM CENKUS AND KAREN S. CENKUS	112 PINECREST DRIVE	ST CLAIRSVILLE	OH	43950
PHILLIP M. WAKULCHIK	70310 CENTER AVE	ST CLAIRSVILLE	OH	43950
RICHARD PAUL YUDASZ	70506 BARTON ROAD	ST CLAIRSVILLE	OH	43950
MICHAEL J. KINNICK AND JUDITH A. KINNICK	70488 BARTON ROAD	ST CLAIRSVILLE	OH	43950
ROBERT A. MATUSIK, SR. AND MARIE A. MATUSIK	70474 BARTON ROAD	ST CLAIRSVILLE	OH	43950
MARIAN KAY STOPSKI AND STEPHEN A. STOPSKI	70470 BARTON ROAD	ST CLAIRSVILLE	OH	43950
MARISSA A. STOPSKI	70470 BARTON ROAD	ST CLAIRSVILLE	OH	43950
CHARLES F. STOPSKI	70470 BARTON ROAD	ST CLAIRSVILLE	OH	43950
MARY JULIA HOLZOPFEL	118 COUNTY HIGHWAY 1	RAYLAND	OH	43943
LORI LUCKHARDT	46230 COUNTY LAKE DRIVE	ST CLAIRSVILLE	OH	43950
MICHAEL EGRI	44480 SOUTH STREET	ST CLAIRSVILLE	OH	43950
CHRISTINE JENDRETKY	70454 BARTON ROAD	ST CLAIRSVILLE	OH	43950
JOHN WILLIAM EGRI	82457 GABLE LAKE DRIVE	INDIO	CA	92201
JACQUELINE S. RASMUSSEN	3218 WESTMORE ROAD SE	PALM BAY	FL	32909
KENNETH J. PHILLIPS AND SHIRLEY A. PHILLIPS	70446 BARTON ROAD	ST CLAIRSVILLE	OH	43950
RICK L. PHILLIPS	70446 BARTON ROAD	ST CLAIRSVILLE	OH	43950
GREGORY A. PHILLIPS AND MICHELLE PHILLIPS	70446 BARTON ROAD	ST CLAIRSVILLE	OH	43950
DARLA K. KITZMILLER AND KEELY KILTZMILLER	70446 BARTON ROAD	ST CLAIRSVILLE	OH	43950
DEBORAH D. BONNELL AND ROBERT BONNELL	70446 BARTON ROAD	ST CLAIRSVILLE	OH	43950
CYNTHIA D. ROSS AND LANEY J. ROSS SR.	70442 BARTON ROAD	ST CLAIRSVILLE	OH	43950
DARLENE K. PORTER	70436 BARTON ROAD	ST CLAIRSVILLE	OH	43950
KENNETH F. NEAVIN, JR. AND DEBRA ANN NEAVIN	70426 BARTON ROAD	ST CLAIRSVILLE	OH	43950
RANDALL G. CRUMPLER AND VELMA M. CRUMPLER, TRUSTEES	70420 BARTON ROAD	ST CLAIRSVILLE	OH	43950
GREGORY L. PROBST AND AMANDA L. PROBST	70416 BARTON ROAD	ST CLAIRSVILLE	OH	43950
DANIEL A. MATUSIK AND DENISE K. MATUSIK	70408 BARTON ROAD	ST CLAIRSVILLE	OH	43950
GREGORY S. BIETH AND BRENDA L. BIETH	70392 BARTON ROAD	ST CLAIRSVILLE	OH	43950
TANYA BIETH	20843 MIRANDA FALLS SQUARE	STERLING	VA	20165
KENNETH L. BRAGG, JR. AND LINDA S. BRAGG	301 PARK STREET	ST CLAIRSVILLE	OH	43950
RONALD BUSBY AND MARYANN BUSBY	925 EAST 2ND AVE	NEW SMYRNA BEACH	FL	32169
RICHARD MARCAVITCH AND PAMELA C. MARCAVITCH	735 SARA DRIVE	WASHINGTON	PA	15301
SANDRA K. REASBECK	70379 BARTON ROAD	ST CLAIRSVILLE	OH	43950
JEFFREY ALLEN KELLEY	70391 BARTON ROAD	ST CLAIRSVILLE	OH	43950
JAMES P. CONLEY AND KATHLEEN H. CONLEY	49 SUNSET BOULEVARD	HERMITAGE	PA	16148
JOHN W. YOKER	70407 BARTON ROAD	ST CLAIRSVILLE	OH	43950
JACK L. DAGAN AND KIMBERLY A. DAGAN	70419 BARTON ROAD	ST CLAIRSVILLE	OH	43950
KEITH H. BAKER	71401 MORRISTOWN FLUSHING ROAD	FLUSHING	OH	43977
CHARLES E. CENKUS AND DEBRA K. CENKUS	70453 BARTON ROAD	ST CLAIRSVILLE	OH	43950
ERIC MILLER AND WENDY C. MILLER	70503 BARTON ROAD	ST CLAIRSVILLE	OH	43950
ST. NICHOLAS ORTHODOX CHURCH - ATTN: RICHARD POLINSKY	PO BOX 777	BARTON	OH	43905

CURRENT MINERAL OWNERS	ADDRESS	CITY	STATE	ZIP CODE
MICHAEL A. MUSCARI AND TERRI L. MUSCARI	PO BOX 437	PINEVILLE	WV	24874
SAMUEL A. MUSCARI, JR. AND JANICE MUSCARI	PO BOX 569	PINEVILLE	WV	24874
TONYA DAVIS	119 SHEPHERD TERRACE AVENUE	ST CLAIRSVILLE	OH	43950
WAYNE L. BERK AND HEIDI L. BERK	70515 BARTON ROAD	ST CLAIRSVILLE	OH	43950
MICHELLE MARIE VUCELICH	70445 BARTON ROAD	ST CLAIRSVILLE	OH	43950
MELISSA J. STARKEY AND TIMOTHY A. STARKEY	70960 CRESCENT ROAD	ST CLAIRSVILLE	OH	43950
ROBERT P. POSOCK	900 LOCUST LANE	CINCINNATI	OH	45245
JOYCE POSOCK TERWILLIGER	116 TILDEN AVENUE	CHARDON	OH	44024
BELMONT COUNTY BOARD OF COMMISSIONERS - ATTN: J.P. DUTTON	101 WEST MAIN STREET	ST CLAIRSVILLE	OH	43950
ELIZABETH LOU BLAIR	31 WOODLEE ROAD BRIGHTVIEW BALDWIN PARK APT 311	STAUNTON	VA	24401
BONITA K. KEEVERT	4013 ARBOR CREEK AVENUE NW	CANTON	OH	44718
GRACIA SHARPENBERG MANNING	323 LONGMAN ROAD	EATON	OH	45320
DEREK LAWRENCE SHARPENBERG	4 GREEN VALLEY ROAD	CAMERON	WV	26033
CHANEY SCOTT KEEVERT	717 CYPRESS STREET	TEAGUE	TX	75860
KIRK EDWARD KEEVERT	222 MCCORMICK PLACE APT 6	CINCINNATI	OH	45219
KAREN SUE KIELMAN	6 OAK PLACE	ANGLETON	TX	77515
HEIRS OR DEVISEES OF VIOLET KEEVERT, DECEASED	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN
THE BARTON COAL COMPANY	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN

WORKING INTEREST OWNERS	ADDRESS	CITY	STATE	ZIP CODE
ASCENT RESOURCES - UTICA LLC - ATTN: KADE SMITH	3501 NW 63RD ST	OKLAHOMA CITY	OK	73116
XTO ENERGY, INC. - ATTN: LUKE HERREN	22777 SPRINGWOODS VILLAGE PARKWAY	SPRING	TX	77389
RICE DRILLING D LLC - ATTN: CARI MARSO	625 LIBERTY AVENUE SUITE 1700	PITTSBURGH	PA	15222
GULFPORT APPALACHIA, LLC - ATTN: BILL EISCHEID	3001 QUAIL SPRINGS PARKWAY	OKLAHOMA CITY	OK	73116

EXHIBIT "B"

Attached to and made a part of that certain Operating Agreement dated July 27, 2020, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Oboy SW CLR BL Unit.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this _____ day of _____, 20____, by and between: _____ whose address is _____ hereinafter collectively called "Lessor," and _____ an _____, whose address is _____ hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the Township of _____, in the County of _____, in the State of **Ohio**, and described as follows:

Township: _____; Range: _____; Section _____; Tax Parcel No.: _____, Containing _____ acres

and described for the purposes of this agreement as containing a total of _____ Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M. _____ (effective date) to 11:59 P.M. _____ (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of **Five (5)** years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) ROYALTY: For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty 1/8th (12.5%) percent of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) DELAY IN MARKETING: In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) SHUT-IN: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) DAMAGES: Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor

until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) **PAYMENT REDUCTIONS:** If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder 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, other Acts of God, 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, in whole or in part, 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 in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

Exhibit "C" ACCOUNTING PROCEDURE JOINT OPERATIONS

1 Attached to and made part of that certain Operating Agreement dated July 27, 2020, as approved by the Ohio Department of Natural Resources,
2 Division of Oil and Gas Resources Management, for the Oboy SW CLR BL Unit.
3 _____
4 _____
5 _____
6

I. GENERAL PROVISIONS

7
8 **IF THE PARTIES FAIL TO SELECT EITHER ONE OF COMPETING "ALTERNATIVE" PROVISIONS, OR SELECT ALL THE**
9 **COMPETING "ALTERNATIVE" PROVISIONS, ALTERNATIVE 1 IN EACH SUCH INSTANCE SHALL BE DEEMED TO HAVE**
10 **BEEN ADOPTED BY THE PARTIES AS A RESULT OF ANY SUCH OMISSION OR DUPLICATE NOTATION.**

11
12 **IN THE EVENT THAT ANY "OPTIONAL" PROVISION OF THIS ACCOUNTING PROCEDURE IS NOT ADOPTED BY THE**
13 **PARTIES TO THE AGREEMENT BY A TYPED, PRINTED OR HANDWRITTEN INDICATION, SUCH PROVISION SHALL NOT**
14 **FORM A PART OF THIS ACCOUNTING PROCEDURE, AND NO INFERENCE SHALL BE MADE CONCERNING THE INTENT**
15 **OF THE PARTIES IN SUCH EVENT.**
16

1. DEFINITIONS

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18
19 All terms used in this Accounting Procedure shall have the following meaning, unless otherwise expressly defined in the Agreement:
20

21 **"Affiliate"** means for a person, another person that controls, is controlled by, or is under common control with that person. In this
22 definition, (a) control means the ownership by one person, directly or indirectly, of more than fifty percent (50%) of the voting securities
23 of a corporation or, for other persons, the equivalent ownership interest (such as partnership interests), and (b) "person" means an
24 individual, corporation, partnership, trust, estate, unincorporated organization, association, or other legal entity.
25

26 **"Agreement"** means the operating agreement, farmout agreement, or other contract between the Parties to which this Accounting
27 Procedure is attached.
28

29 **"Controllable Material"** means Material that, at the time of acquisition or disposition by the Joint Account, as applicable, is so classified
30 in the Material Classification Manual most recently recommended by the Council of Petroleum Accountants Societies (COPAS).
31

32 **"Equalized Freight"** means the procedure of charging transportation cost to the Joint Account based upon the distance from the nearest
33 Railway Receiving Point to the property.
34

35 **"Excluded Amount"** means a specified excluded trucking amount most recently recommended by COPAS.
36

37 **"Field Office"** means a structure, or portion of a structure, whether a temporary or permanent installation, the primary function of which is
38 to directly serve daily operation and maintenance activities of the Joint Property and which serves as a staging area for directly chargeable
39 field personnel.
40

41 **"First Level Supervision"** means those employees whose primary function in Joint Operations is the direct oversight of the Operator's
42 field employees and/or contract labor directly employed On-site in a field operating capacity. First Level Supervision functions may
43 include, but are not limited to:
44

- 45 • Responsibility for field employees and contract labor engaged in activities that can include field operations, maintenance,
46 construction, well remedial work, equipment movement and drilling
- 47 • Responsibility for day-to-day direct oversight of rig operations
- 48 • Responsibility for day-to-day direct oversight of construction operations
- 49 • Coordination of job priorities and approval of work procedures
- 50 • Responsibility for optimal resource utilization (equipment, Materials, personnel)
- 51 • Responsibility for meeting production and field operating expense targets
- 52 • Representation of the Parties in local matters involving community, vendors, regulatory agents and landowners, as an incidental
53 part of the supervisor's operating responsibilities
- 54 • Responsibility for all emergency responses with field staff
- 55 • Responsibility for implementing safety and environmental practices
- 56 • Responsibility for field adherence to company policy
- 57 • Responsibility for employment decisions and performance appraisals for field personnel
- 58 • Oversight of sub-groups for field functions such as electrical, safety, environmental, telecommunications, which may have group
59 or team leaders.
60

61 **"Joint Account"** means the account showing the charges paid and credits received in the conduct of the Joint Operations that are to be
62 shared by the Parties, but does not include proceeds attributable to hydrocarbons and by-products produced under the Agreement.
63

64 **"Joint Operations"** means all operations necessary or proper for the exploration, appraisal, development, production, protection,
65 maintenance, repair, abandonment, and restoration of the Joint Property.
66

1 **“Joint Property”** means the real and personal property subject to the Agreement.

2

3 **“Laws”** means any laws, rules, regulations, decrees, and orders of the United States of America or any state thereof and all other
4 governmental bodies, agencies, and other authorities having jurisdiction over or affecting the provisions contained in or the transactions
5 contemplated by the Agreement or the Parties and their operations, whether such laws now exist or are hereafter amended, enacted,
6 promulgated or issued.

7

8 **“Material”** means personal property, equipment, supplies, or consumables acquired or held for use by the Joint Property.

9

10 **“Non-Operators”** means the Parties to the Agreement other than the Operator.

11

12 **“Offshore Facilities”** means platforms, surface and subsea development and production systems, and other support systems such as oil and
13 gas handling facilities, living quarters, offices, shops, cranes, electrical supply equipment and systems, fuel and water storage and piping,
14 heliport, marine docking installations, communication facilities, navigation aids, and other similar facilities necessary in the conduct of
15 offshore operations, all of which are located offshore.

16

17 **“Off-site”** means any location that is not considered On-site as defined in this Accounting Procedure.

18

19 **“On-site”** means on the Joint Property when in direct conduct of Joint Operations. The term “On-site” shall also include that portion of
20 Offshore Facilities, Shore Base Facilities, fabrication yards, and staging areas from which Joint Operations are conducted, or other
21 facilities that directly control equipment on the Joint Property, regardless of whether such facilities are owned by the Joint Account.

22

23 **“Operator”** means the Party designated pursuant to the Agreement to conduct the Joint Operations.

24

25 **“Parties”** means legal entities signatory to the Agreement or their successors and assigns. Parties shall be referred to individually as
26 “Party.”

27

28 **“Participating Interest”** means the percentage of the costs and risks of conducting an operation under the Agreement that a Party agrees,
29 or is otherwise obligated, to pay and bear.

30

31 **“Participating Party”** means a Party that approves a proposed operation or otherwise agrees, or becomes liable, to pay and bear a share of
32 the costs and risks of conducting an operation under the Agreement.

33

34 **“Personal Expenses”** means reimbursed costs for travel and temporary living expenses.

35

36 **“Railway Receiving Point”** means the railhead nearest the Joint Property for which freight rates are published, even though an actual
37 railhead may not exist.

38

39 **“Shore Base Facilities”** means onshore support facilities that during Joint Operations provide such services to the Joint Property as a
40 receiving and transshipment point for Materials; debarkation point for drilling and production personnel and services; communication,
41 scheduling and dispatching center; and other associated functions serving the Joint Property.

42

43 **“Supply Store”** means a recognized source or common stock point for a given Material item.

44

45 **“Technical Services”** means services providing specific engineering, geoscience, or other professional skills, such as those performed by
46 engineers, geologists, geophysicists, and technicians, required to handle specific operating conditions and problems for the benefit of Joint
47 Operations; provided, however, Technical Services shall not include those functions specifically identified as overhead under the second
48 paragraph of the introduction of Section III (*Overhead*). Technical Services may be provided by the Operator, Operator’s Affiliate, Non-
49 Operator, Non-Operator Affiliates, and/or third parties.

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51 2. **STATEMENTS AND BILLINGS**

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53 The Operator shall bill Non-Operators on or before the last day of the month for their proportionate share of the Joint Account for the
54 preceding month. Such bills shall be accompanied by statements that identify the AFE (authority for expenditure), lease or facility, and all
55 charges and credits summarized by appropriate categories of investment and expense. Controllable Material shall be separately identified
56 and fully described in detail, or at the Operator’s option, Controllable Material may be summarized by major Material classifications.
57 Intangible drilling costs, audit adjustments, and unusual charges and credits shall be separately and clearly identified.

58

59 The Operator may make available to Non-Operators any statements and bills required under Section I.2 and/or Section I.3.A (*Advances*
60 *and Payments by the Parties*) via email, electronic data interchange, internet websites or other equivalent electronic media in lieu of paper
61 copies. The Operator shall provide the Non-Operators instructions and any necessary information to access and receive the statements and
62 bills within the timeframes specified herein. A statement or billing shall be deemed as delivered twenty-four (24) hours (exclusive of
63 weekends and holidays) after the Operator notifies the Non-Operator that the statement or billing is available on the website and/or sent via
64 email or electronic data interchange transmission. Each Non-Operator individually shall elect to receive statements and billings
65 electronically, if available from the Operator, or request paper copies. Such election may be changed upon thirty (30) days prior written
66 notice to the Operator.

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3. ADVANCES AND PAYMENTS BY THE PARTIES

- A. Unless otherwise provided for in the Agreement, the Operator may require the Non-Operators to advance their share of the estimated cash outlay for the succeeding month's operations within fifteen (15) days after receipt of the advance request or by the first day of the month for which the advance is required, whichever is later. The Operator shall adjust each monthly billing to reflect advances received from the Non-Operators for such month. If a refund is due, the Operator shall apply the amount to be refunded to the subsequent month's billing or advance, unless the Non-Operator sends the Operator a written request for a cash refund. The Operator shall remit the refund to the Non-Operator within fifteen (15) days of receipt of such written request.
- B. Except as provided below, each Party shall pay its proportionate share of all bills in full within fifteen (15) days of receipt date. If payment is not made within such time, the unpaid balance shall bear interest compounded monthly at the prime rate published by the *Wall Street Journal* on the first day of each month the payment is delinquent, plus three percent (3%), per annum, or the maximum contract rate permitted by the applicable usury Laws governing the Joint Property, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts. If the *Wall Street Journal* ceases to be published or discontinues publishing a prime rate, the unpaid balance shall bear interest compounded monthly at the prime rate published by the Federal Reserve plus three percent (3%), per annum. Interest shall begin accruing on the first day of the month in which the payment was due. Payment shall not be reduced or delayed as a result of inquiries or anticipated credits unless the Operator has agreed. Notwithstanding the foregoing, the Non-Operator may reduce payment, provided it furnishes documentation and explanation to the Operator at the time payment is made, to the extent such reduction is caused by:
- (1) being billed at an incorrect working interest or Participating Interest that is higher than such Non-Operator's actual working interest or Participating Interest, as applicable; or
 - (2) being billed for a project or AFE requiring approval of the Parties under the Agreement that the Non-Operator has not approved or is not otherwise obligated to pay under the Agreement; or
 - (3) being billed for a property in which the Non-Operator no longer owns a working interest, provided the Non-Operator has furnished the Operator a copy of the recorded assignment or letter in-lieu. Notwithstanding the foregoing, the Non-Operator shall remain responsible for paying bills attributable to the interest it sold or transferred for any bills rendered during the thirty (30) day period following the Operator's receipt of such written notice; or
 - (4) charges outside the adjustment period, as provided in Section I.4 (*Adjustments*).

4. ADJUSTMENTS

- A. Payment of any such bills shall not prejudice the right of any Party to protest or question the correctness thereof; however, all bills and statements, including payout statements, rendered during any calendar year shall conclusively be presumed to be true and correct, with respect only to expenditures, after twenty-four (24) months following the end of any such calendar year, unless within said period a Party takes specific detailed written exception thereto making a claim for adjustment. The Operator shall provide a response to all written exceptions, whether or not contained in an audit report, within the time periods prescribed in Section I.5 (*Expenditure Audits*).
- B. All adjustments initiated by the Operator, except those described in items (1) through (4) of this Section I.4.B, are limited to the twenty-four (24) month period following the end of the calendar year in which the original charge appeared or should have appeared on the Operator's Joint Account statement or payout statement. Adjustments that may be made beyond the twenty-four (24) month period are limited to adjustments resulting from the following:
- (1) a physical inventory of Controllable Material as provided for in Section V (*Inventories of Controllable Material*), or
 - (2) an offsetting entry (whether in whole or in part) that is the direct result of a specific joint interest audit exception granted by the Operator relating to another property, or
 - (3) a government/regulatory audit, or
 - (4) a working interest ownership or Participating Interest adjustment.

5. EXPENDITURE AUDITS

- A. A Non-Operator, upon written notice to the Operator and all other Non-Operators, shall have the right to audit the Operator's accounts and records relating to the Joint Account within the twenty-four (24) month period following the end of such calendar year in which such bill was rendered; however, conducting an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in Section I.4 (*Adjustments*). Any Party that is subject to payout accounting under the Agreement shall have the right to audit the accounts and records of the Party responsible for preparing the payout statements, or of the Party furnishing information to the Party responsible for preparing payout statements. Audits of payout accounts may include the volumes of hydrocarbons produced and saved and proceeds received for such hydrocarbons as they pertain to payout accounting required under the Agreement. Unless otherwise provided in the Agreement, audits of a payout account shall be conducted within the twenty-four (24) month period following the end of the calendar year in which the payout statement was rendered.

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Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner that will result in a minimum of inconvenience to the Operator. The Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of the Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of

1 those Non-Operators approving such audit.

2 The Non-Operator leading the audit (hereinafter “lead audit company”) shall issue the audit report within ninety (90) days after
3 completion of the audit testing and analysis; however, the ninety (90) day time period shall not extend the twenty-four (24) month
4 requirement for taking specific detailed written exception as required in Section I.4.A (*Adjustments*) above. All claims shall be
5 supported with sufficient documentation.

6
7 A timely filed written exception or audit report containing written exceptions (hereinafter “written exceptions”) shall, with respect to
8 the claims made therein, preclude the Operator from asserting a statute of limitations defense against such claims, and the Operator
9 hereby waives its right to assert any statute of limitations defense against such claims for so long as any Non-Operator continues to
10 comply with the deadlines for resolving exceptions provided in this Accounting Procedure. If the Non-Operators fail to comply with
11 the additional deadlines in Section I.5.B or I.5.C, the Operator’s waiver of its rights to assert a statute of limitations defense against
12 the claims brought by the Non-Operators shall lapse, and such claims shall then be subject to the applicable statute of limitations,
13 provided that such waiver shall not lapse in the event that the Operator has failed to comply with the deadlines in Section I.5.B or
14 I.5.C.

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16 B. The Operator shall provide a written response to all exceptions in an audit report within one hundred eighty (180) days after Operator
17 receives such report. Denied exceptions should be accompanied by a substantive response. If the Operator fails to provide substantive
18 response to an exception within this one hundred eighty (180) day period, the Operator will owe interest on that exception or portion
19 thereof, if ultimately granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section
20 I.3.B (*Advances and Payments by the Parties*).

21
22 C. The lead audit company shall reply to the Operator’s response to an audit report within ninety (90) days of receipt, and the Operator
23 shall reply to the lead audit company’s follow-up response within ninety (90) days of receipt; provided, however, each Non-Operator
24 shall have the right to represent itself if it disagrees with the lead audit company’s position or believes the lead audit company is not
25 adequately fulfilling its duties. Unless otherwise provided for in Section I.5.E, if the Operator fails to provide substantive response
26 to an exception within this ninety (90) day period, the Operator will owe interest on that exception or portion thereof, if ultimately
27 granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section I.3.B (*Advances and*
28 *Payments by the Parties*).

29
30 D. If any Party fails to meet the deadlines in Sections I.5.B or I.5.C or if any audit issues are outstanding fifteen (15) months after
31 Operator receives the audit report, the Operator or any Non-Operator participating in the audit has the right to call a resolution
32 meeting, as set forth in this Section I.5.D or it may invoke the dispute resolution procedures included in the Agreement, if applicable.
33 The meeting will require one month’s written notice to the Operator and all Non-Operators participating in the audit. The meeting
34 shall be held at the Operator’s office or mutually agreed location, and shall be attended by representatives of the Parties with
35 authority to resolve such outstanding issues. Any Party who fails to attend the resolution meeting shall be bound by any resolution
36 reached at the meeting. The lead audit company will make good faith efforts to coordinate the response and positions of the
37 Non-Operator participants throughout the resolution process; however, each Non-Operator shall have the right to represent itself.
38 Attendees will make good faith efforts to resolve outstanding issues, and each Party will be required to present substantive information
39 supporting its position. A resolution meeting may be held as often as agreed to by the Parties. Issues unresolved at one meeting may
40 be discussed at subsequent meetings until each such issue is resolved.

41
42 If the Agreement contains no dispute resolution procedures and the audit issues cannot be resolved by negotiation, the dispute shall
43 be submitted to mediation. In such event, promptly following one Party’s written request for mediation, the Parties to the dispute
44 shall choose a mutually acceptable mediator and share the costs of mediation services equally. The Parties shall each have present
45 at the mediation at least one individual who has the authority to settle the dispute. The Parties shall make reasonable efforts to
46 ensure that the mediation commences within sixty (60) days of the date of the mediation request. Notwithstanding the above, any
47 Party may file a lawsuit or complaint (1) if the Parties are unable after reasonable efforts, to commence mediation within sixty (60)
48 days of the date of the mediation request, (2) for statute of limitations reasons, or (3) to seek a preliminary injunction or other
49 provisional judicial relief, if in its sole judgment an injunction or other provisional relief is necessary to avoid irreparable damage or
50 to preserve the status quo. Despite such action, the Parties shall continue to try to resolve the dispute by mediation.

51
52 E. (*Optional Provision – Forfeiture Penalties*)

53 *If the Non-Operators fail to meet the deadline in Section I.5.C, any unresolved exceptions that were not addressed by the Non-*
54 *Operators within one (1) year following receipt of the last substantive response of the Operator shall be deemed to have been*
55 *withdrawn by the Non-Operators. If the Operator fails to meet the deadlines in Section I.5.B or I.5.C, any unresolved exceptions that*
56 *were not addressed by the Operator within one (1) year following receipt of the audit report or receipt of the last substantive response*
57 *of the Non-Operators, whichever is later, shall be deemed to have been granted by the Operator and adjustments shall be made,*
58 *without interest, to the Joint Account.*

61 6. APPROVAL BY PARTIES

62 A. GENERAL MATTERS

63
64 Where an approval or other agreement of the Parties or Non-Operators is expressly required under other Sections of this Accounting
65 Procedure and if the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the
66

1 Operator shall notify all Non-Operators of the Operator's proposal and the agreement or approval of a majority in interest of the
2 Non-Operators shall be controlling on all Non-Operators.

3
4 This Section I.6.A applies to specific situations of limited duration where a Party proposes to change the accounting for charges from
5 that prescribed in this Accounting Procedure. This provision does not apply to amendments to this Accounting Procedure, which are
6 covered by Section I.6.B.

7
8 **B. AMENDMENTS**

9
10 If the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, this Accounting
11 Procedure can be amended by an affirmative vote of two (2) or more Parties, one of which is the Operator,
12 having a combined working interest of at least Twelve percent (12 %), which approval shall be binding on all Parties,
13 provided, however, approval of at least one (1) Non-Operator shall be required.

14
15 **C. AFFILIATES**

16
17 For the purpose of administering the voting procedures of Sections I.6.A and I.6.B, if Parties to this Agreement are Affiliates of each
18 other, then such Affiliates shall be combined and treated as a single Party having the combined working interest or Participating
19 Interest of such Affiliates.

20
21 For the purposes of administering the voting procedures in Section I.6.A, if a Non-Operator is an Affiliate of the Operator, votes
22 under Section I.6.A shall require the majority in interest of the Non-Operator(s) after excluding the interest of the Operator's
23 Affiliate.

24
25 **II. DIRECT CHARGES**

26
27 The Operator shall charge the Joint Account with the following items:

28
29 **1. RENTALS AND ROYALTIES**

30
31 Lease rentals and royalties paid by the Operator, on behalf of all Parties, for the Joint Operations.

32
33 **2. LABOR**

34
35 **A.** Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 ("Chargeability of Incentive
36 Compensation Programs"), for:

- 37
38 (1) Operator's field employees directly employed On-site in the conduct of Joint Operations,
39
40 (2) Operator's employees directly employed on Shore Base Facilities, Offshore Facilities, or other facilities serving the Joint
41 Property if such costs are not charged under Section II.6 (*Equipment and Facilities Furnished by Operator*) or are not a
42 function covered under Section III (*Overhead*),
43
44 (3) Operator's employees providing First Level Supervision,
45
46 (4) Operator's employees providing On-site Technical Services for the Joint Property if such charges are excluded from the
47 overhead rates in Section III (*Overhead*),
48
49 (5) Operator's employees providing Off-site Technical Services for the Joint Property if such charges are excluded from the
50 overhead rates in Section III (*Overhead*).

51
52 Charges for the Operator's employees identified in Section II.2.A may be made based on the employee's actual salaries and wages,
53 or in lieu thereof, a day rate representing the Operator's average salaries and wages of the employee's specific job category.

54
55 Charges for personnel chargeable under this Section II.2.A who are foreign nationals shall not exceed comparable compensation paid
56 to an equivalent U.S. employee pursuant to this Section II.2, unless otherwise approved by the Parties pursuant to Section
57 I.6.A (*General Matters*).

58
59 **B.** Operator's cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose
60 salaries and wages are chargeable to the Joint Account under Section II.2.A, excluding severance payments or other termination
61 allowances. Such costs under this Section II.2.B may be charged on a "when and as-paid basis" or by "percentage assessment" on the
62 amount of salaries and wages chargeable to the Joint Account under Section II.2.A. If percentage assessment is used, the rate shall
63 be based on the Operator's cost experience.

64
65 **C.** Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs
66 chargeable to the Joint Account under Sections II.2.A and B.

- 1 D. Personal Expenses of personnel whose salaries and wages are chargeable to the Joint Account under Section II.2.A when the
2 expenses are incurred in connection with directly chargeable activities.
- 3
- 4 E. Reasonable relocation costs incurred in transferring to the Joint Property personnel whose salaries and wages are chargeable to the
5 Joint Account under Section II.2.A. Notwithstanding the foregoing, relocation costs that result from reorganization or merger of a
6 Party, or that are for the primary benefit of the Operator, shall not be chargeable to the Joint Account. Extraordinary relocation
7 costs, such as those incurred as a result of transfers from remote locations, such as Alaska or overseas, shall not be charged to the
8 Joint Account unless approved by the Parties pursuant to Section I.6.A (*General Matters*).
- 9
- 10 F. Training costs as specified in COPAS MFI-35 (“Charging of Training Costs to the Joint Account”) for personnel whose salaries and
11 wages are chargeable under Section II.2.A. This training charge shall include the wages, salaries, training course cost, and Personal
12 Expenses incurred during the training session. The training cost shall be charged or allocated to the property or properties directly
13 benefiting from the training. The cost of the training course shall not exceed prevailing commercial rates, where such rates are
14 available.
- 15
- 16 G. Operator’s current cost of established plans for employee benefits, as described in COPAS MFI-27 (“Employee Benefits Chargeable
17 to Joint Operations and Subject to Percentage Limitation”), applicable to the Operator’s labor costs chargeable to the Joint Account
18 under Sections II.2.A and B based on the Operator’s actual cost not to exceed the employee benefits limitation percentage most
19 recently recommended by COPAS.
- 20
- 21 H. Award payments to employees, in accordance with COPAS MFI-49 (“Awards to Employees and Contractors”) for personnel whose
22 salaries and wages are chargeable under Section II.2.A.

23 3. MATERIAL

24
25 Material purchased or furnished by the Operator for use on the Joint Property in the conduct of Joint Operations as provided under Section
26 IV (*Material Purchases, Transfers, and Dispositions*). Only such Material shall be purchased for or transferred to the Joint Property as
27 may be required for immediate use or is reasonably practical and consistent with efficient and economical operations. The accumulation
28 of surplus stocks shall be avoided.

29 4. TRANSPORTATION

- 30
- 31 A. Transportation of the Operator’s, Operator’s Affiliate’s, or contractor’s personnel necessary for Joint Operations.
- 32
- 33 B. Transportation of Material between the Joint Property and another property, or from the Operator’s warehouse or other storage point
34 to the Joint Property, shall be charged to the receiving property using one of the methods listed below. Transportation of Material
35 from the Joint Property to the Operator’s warehouse or other storage point shall be paid for by the Joint Property using one of the
36 methods listed below:
- 37
- 38 (1) If the actual trucking charge is less than or equal to the Excluded Amount the Operator may charge actual trucking cost or a
39 theoretical charge from the Railway Receiving Point to the Joint Property. The basis for the theoretical charge is the per
40 hundred weight charge plus fuel surcharges from the Railway Receiving Point to the Joint Property. The Operator shall
41 consistently apply the selected alternative.
- 42
- 43 (2) If the actual trucking charge is greater than the Excluded Amount, the Operator shall charge Equalized Freight. Accessorial
44 charges such as loading and unloading costs, split pick-up costs, detention, call out charges, and permit fees shall be charged
45 directly to the Joint Property and shall not be included when calculating the Equalized Freight.
- 46
- 47
- 48

49 5. SERVICES

50
51 The cost of contract services, equipment, and utilities used in the conduct of Joint Operations, except for contract services, equipment, and
52 utilities covered by Section III (*Overhead*), or Section II.7 (*Affiliates*), or excluded under Section II.9 (*Legal Expense*). Awards paid to
53 contractors shall be chargeable pursuant to COPAS MFI-49 (“Awards to Employees and Contractors”).

54
55 The costs of third party Technical Services are chargeable to the extent excluded from the overhead rates under Section III (*Overhead*).

56 6. EQUIPMENT AND FACILITIES FURNISHED BY OPERATOR

57
58 In the absence of a separately negotiated agreement, equipment and facilities furnished by the Operator will be charged as follows:

- 59
- 60 A. The Operator shall charge the Joint Account for use of Operator-owned equipment and facilities, including but not limited to
61 production facilities, Shore Base Facilities, Offshore Facilities, and Field Offices, at rates commensurate with the costs of ownership
62 and operation. The cost of Field Offices shall be chargeable to the extent the Field Offices provide direct service to personnel who
63 are chargeable pursuant to Section II.2.A (*Labor*). Such rates may include labor, maintenance, repairs, other operating expense,
64 insurance, taxes, depreciation using straight line depreciation method, and interest on gross investment less accumulated depreciation
65 not to exceed _____ ten _____ percent (____ 10 ____%) per annum; provided, however, depreciation shall not be charged when the
66

1 equipment and facilities investment have been fully depreciated. The rate may include an element of the estimated cost for
2 abandonment, reclamation, and dismantlement. Such rates shall not exceed the average commercial rates currently prevailing in the
3 immediate area of the Joint Property.

- 4
5 B. In lieu of charges in Section II.6.A above, the Operator may elect to use average commercial rates prevailing in the immediate area
6 of the Joint Property, less twenty percent (20%). If equipment and facilities are charged under this Section II.6.B, the Operator shall
7 adequately document and support commercial rates and shall periodically review and update the rate and the supporting
8 documentation. For automotive equipment, the Operator may elect to use rates published by the Petroleum Motor Transport
9 Association (PMTA) or such other organization recognized by COPAS as the official source of rates.

10
11 **7. AFFILIATES**

- 12
13 A. Charges for an Affiliate's goods and/or services used in operations requiring an AFE or other authorization from the Non-Operators
14 may be made without the approval of the Parties provided (i) the Affiliate is identified and the Affiliate goods and services are
15 specifically detailed in the approved AFE or other authorization, and (ii) the total costs for such Affiliate's goods and services billed
16 to such individual project do not exceed \$ 50,000.00. If the total costs for an Affiliate's goods and services charged to such
17 individual project are not specifically detailed in the approved AFE or authorization or exceed such amount, charges for such
18 Affiliate shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).

- 19
20 B. For an Affiliate's goods and/or services used in operations not requiring an AFE or other authorization from the Non-Operators,
21 charges for such Affiliate's goods and services shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*), if the
22 charges exceed \$ 100,000.00 in a given calendar year.

- 23
24 C. The cost of the Affiliate's goods or services shall not exceed average commercial rates prevailing in the area of the Joint Property,
25 unless the Operator obtains the Non-Operators' approval of such rates. The Operator shall adequately document and support
26 commercial rates and shall periodically review and update the rate and the supporting documentation; provided, however,
27 documentation of commercial rates shall not be required if the Operator obtains Non-Operator approval of its Affiliate's rates or
28 charges prior to billing Non-Operators for such Affiliate's goods and services. Notwithstanding the foregoing, direct charges for
29 Affiliate-owned communication facilities or systems shall be made pursuant to Section II.12 (*Communications*).

30
31 If the Parties fail to designate an amount in Sections II.7.A or II.7.B, in each instance the amount deemed adopted by the Parties as a
32 result of such omission shall be the amount established as the Operator's expenditure limitation in the Agreement. If the Agreement
33 does not contain an Operator's expenditure limitation, the amount deemed adopted by the Parties as a result of such omission shall be
34 zero dollars (\$ 0.00).

35
36 **8. DAMAGES AND LOSSES TO JOINT PROPERTY**

37
38 All costs or expenses necessary for the repair or replacement of Joint Property resulting from damages or losses incurred, except to the
39 extent such damages or losses result from a Party's or Parties' gross negligence or willful misconduct, in which case such Party or Parties
40 shall be solely liable.

41
42 The Operator shall furnish the Non-Operator written notice of damages or losses incurred as soon as practicable after a report has been
43 received by the Operator.

44
45 **9. LEGAL EXPENSE**

46
47 Recording fees and costs of handling, settling, or otherwise discharging litigation, claims, and liens incurred in or resulting from
48 operations under the Agreement, or necessary to protect or recover the Joint Property, to the extent permitted under the Agreement. Costs
49 of the Operator's or Affiliate's legal staff or outside attorneys, including fees and expenses, are not chargeable unless approved by the
50 Parties pursuant to Section I.6.A (*General Matters*) or otherwise provided for in the Agreement.

51
52 Notwithstanding the foregoing paragraph, costs for procuring abstracts, fees paid to outside attorneys for title examinations (including
53 preliminary, supplemental, shut-in royalty opinions, division order title opinions), and curative work shall be chargeable to the extent
54 permitted as a direct charge in the Agreement.

55
56
57 **10. TAXES AND PERMITS**

58
59 All taxes and permitting fees of every kind and nature, assessed or levied upon or in connection with the Joint Property, or the production
60 therefrom, and which have been paid by the Operator for the benefit of the Parties, including penalties and interest, except to the extent the
61 penalties and interest result from the Operator's gross negligence or willful misconduct.

62
63 If ad valorem taxes paid by the Operator are based in whole or in part upon separate valuations of each Party's working interest, then
64 notwithstanding any contrary provisions, the charges to the Parties will be made in accordance with the tax value generated by each Party's
65 working interest.

1 Costs of tax consultants or advisors, the Operator's employees, or Operator's Affiliate employees in matters regarding ad valorem or other
2 tax matters, are not permitted as direct charges unless approved by the Parties pursuant to Section I.6.A (*General Matters*).

3
4 Charges to the Joint Account resulting from sales/use tax audits, including extrapolated amounts and penalties and interest, are permitted,
5 provided the Non-Operator shall be allowed to review the invoices and other underlying source documents which served as the basis for
6 tax charges and to determine that the correct amount of taxes were charged to the Joint Account. If the Non-Operator is not permitted to
7 review such documentation, the sales/use tax amount shall not be directly charged unless the Operator can conclusively document the
8 amount owed by the Joint Account.

9
10 **11. INSURANCE**

11 Net premiums paid for insurance required to be carried for Joint Operations for the protection of the Parties. If Joint Operations are
12 conducted at locations where the Operator acts as self-insurer in regard to its worker's compensation and employer's liability insurance
13 obligation, the Operator shall charge the Joint Account manual rates for the risk assumed in its self-insurance program as regulated by the
14 jurisdiction governing the Joint Property. In the case of offshore operations in federal waters, the manual rates of the adjacent state shall be
15 used for personnel performing work On-site, and such rates shall be adjusted for offshore operations by the U.S. Longshoreman and
16 Harbor Workers (USL&H) or Jones Act surcharge, as appropriate.

17
18 **12. COMMUNICATIONS**

19
20 Costs of acquiring, leasing, installing, operating, repairing, and maintaining communication facilities or systems, including satellite, radio
21 and microwave facilities, between the Joint Property and the Operator's office(s) directly responsible for field operations in accordance
22 with the provisions of COPAS MFI-44 ("Field Computer and Communication Systems"). If the communications facilities or systems
23 serving the Joint Property are Operator-owned, charges to the Joint Account shall be made as provided in Section II.6 (*Equipment and*
24 *Facilities Furnished by Operator*). If the communication facilities or systems serving the Joint Property are owned by the Operator's
25 Affiliate, charges to the Joint Account shall not exceed average commercial rates prevailing in the area of the Joint Property. The Operator
26 shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting
27 documentation.

28
29 **13. ECOLOGICAL, ENVIRONMENTAL, AND SAFETY**

30
31 Costs incurred for Technical Services and drafting to comply with ecological, environmental and safety Laws or standards recommended by
32 Occupational Safety and Health Administration (OSHA) or other regulatory authorities. All other labor and functions incurred for
33 ecological, environmental and safety matters, including management, administration, and permitting, shall be covered by Sections II.2
34 (*Labor*), II.5 (*Services*), or Section III (*Overhead*), as applicable.

35
36 Costs to provide or have available pollution containment and removal equipment plus actual costs of control and cleanup and resulting
37 responsibilities of oil and other spills as well as discharges from permitted outfalls as required by applicable Laws, or other pollution
38 containment and removal equipment deemed appropriate by the Operator for prudent operations, are directly chargeable.

39
40 **14. ABANDONMENT AND RECLAMATION**

41
42 Costs incurred for abandonment and reclamation of the Joint Property, including costs required by lease agreements or by Laws.

43
44 **15. OTHER EXPENDITURES**

45
46 Any other expenditure not covered or dealt with in the foregoing provisions of this Section II (*Direct Charges*), or in Section III
47 (*Overhead*) and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the
48 Joint Operations. Charges made under this Section II.15 shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).

49
50
51 **III. OVERHEAD**

52
53 As compensation for costs not specifically identified as chargeable to the Joint Account pursuant to Section II (*Direct Charges*), the Operator
54 shall charge the Joint Account in accordance with this Section III.

55
56 Functions included in the overhead rates regardless of whether performed by the Operator, Operator's Affiliates or third parties and regardless
57 of location, shall include, but not be limited to, costs and expenses of:

- 58
59
- 60 • warehousing, other than for warehouses that are jointly owned under this Agreement
 - 61 • design and drafting (except when allowed as a direct charge under Sections II.13, III.1.A(ii), and III.2, Option B)
 - 62 • inventory costs not chargeable under Section V (*Inventories of Controllable Material*)
 - 63 • procurement
 - 64 • administration
 - 65 • accounting and auditing
 - 66 • gas dispatching and gas chart integration

- human resources
- management
- supervision not directly charged under Section II.2 (*Labor*)
- legal services not directly chargeable under Section II.9 (*Legal Expense*)
- taxation, other than those costs identified as directly chargeable under Section II.10 (*Taxes and Permits*)
- preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with governmental agencies or other authorities having jurisdiction over the Joint Property, other than On-site inspections; reviewing, interpreting, or submitting comments on or lobbying with respect to Laws or proposed Laws.

Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and Personal Expenses of personnel performing overhead functions, as well as office and other related expenses of overhead functions.

1. OVERHEAD—DRILLING AND PRODUCING OPERATIONS

As compensation for costs incurred but not chargeable under Section II (*Direct Charges*) and not covered by other provisions of this Section III, the Operator shall charge on either:

- (**Alternative 1**) Fixed Rate Basis, Section III.1.B.
- (**Alternative 2**) Percentage Basis, Section III.1.C.

A. TECHNICAL SERVICES

- (i) Except as otherwise provided in Section II.13 (*Ecological Environmental, and Safety*) and Section III.2 (*Overhead – Major Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages, related payroll burdens and benefits, and Personal Expenses for **On-site** Technical Services, including third party Technical Services:

(**Alternative 1 – Direct**) shall be charged direct to the Joint Account.

(**Alternative 2 – Overhead**) shall be covered by the overhead rates.

- (ii) Except as otherwise provided in Section II.13 (*Ecological, Environmental, and Safety*) and Section III.2 (*Overhead – Major Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages, related payroll burdens and benefits, and Personal Expenses for **Off-site** Technical Services, including third party Technical Services:

(**Alternative 1 – All Overhead**) shall be covered by the overhead rates.

(**Alternative 2 – All Direct**) shall be charged direct to the Joint Account.

(**Alternative 3 – Drilling Direct**) shall be charged direct to the Joint Account, only to the extent such Technical Services are directly attributable to drilling, re-drilling, deepening, or sidetracking operations, through completion, temporary abandonment, or abandonment if a dry hole. Off-site Technical Services for all other operations, including workover, recompletion, abandonment of producing wells, and the construction or expansion of fixed assets not covered by Section III.2 (*Overhead - Major Construction and Catastrophe*) shall be covered by the overhead rates.

Notwithstanding anything to the contrary in this Section III, Technical Services provided by Operator's Affiliates are subject to limitations set forth in Section II.7 (*Affiliates*). Charges for Technical personnel performing non-technical work shall not be governed by this Section III.1.A, but instead governed by other provisions of this Accounting Procedure relating to the type of work being performed.

B. OVERHEAD—FIXED RATE BASIS

- (1) The Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate per month \$ 13,923.64 _____ (prorated for less than a full month)

Producing Well Rate per month \$ 1,392.36 _____

- (2) Application of Overhead—Drilling Well Rate shall be as follows:

- (a) Charges for onshore drilling wells shall begin on the spud date and terminate on the date the drilling and/or completion equipment used on the well is released, whichever occurs later. Charges for offshore and inland waters drilling wells shall begin on the date the drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location, or is released, whichever occurs first. No charge shall be made during suspension of drilling and/or completion operations for fifteen (15) or more consecutive calendar days.

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(b) Charges for any well undergoing any type of workover, recompletion, and/or abandonment for a period of five (5) or more consecutive work-days shall be made at the Drilling Well Rate. Such charges shall be applied for the period from date operations, with rig or other units used in operations, commence through date of rig or other unit release, except that no charges shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.

(3) Application of Overhead—Producing Well Rate shall be as follows:

(a) An active well that is produced, injected into for recovery or disposal, or used to obtain water supply to support operations for any portion of the month shall be considered as a one-well charge for the entire month.

(b) Each active completion in a multi-completed well shall be considered as a one-well charge provided each completion is considered a separate well by the governing regulatory authority.

(c) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well, unless the Drilling Well Rate applies, as provided in Sections III.1.B.(2)(a) or (b). This one-well charge shall be made whether or not the well has produced.

(d) An active gas well shut in because of overproduction or failure of a purchaser, processor, or transporter to take production shall be considered as a one-well charge provided the gas well is directly connected to a permanent sales outlet.

(e) Any well not meeting the criteria set forth in Sections III.1.B.(3) (a), (b), (c), or (d) shall not qualify for a producing overhead charge.

(4) The well rates shall be adjusted on the first day of April each year following the effective date of the Agreement; provided, however, if this Accounting Procedure is attached to or otherwise governing the payout accounting under a farmout agreement, the rates shall be adjusted on the first day of April each year following the effective date of such farmout agreement. The adjustment shall be computed by applying the adjustment factor most recently published by COPAS. The adjusted rates shall be the initial or amended rates agreed to by the Parties increased or decreased by the adjustment factor described herein, for each year from the effective date of such rates, in accordance with COPAS MFI-47 (“Adjustment of Overhead Rates”).

2. OVERHEAD—MAJOR CONSTRUCTION AND CATASTROPHE

To compensate the Operator for overhead costs incurred in connection with a Major Construction project or Catastrophe, the Operator shall either negotiate a rate prior to the beginning of the project, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of the Operator’s expenditure limit under the Agreement, or for any Catastrophe regardless of the amount. If the Agreement to which this Accounting Procedure is attached does not contain an expenditure limit, Major Construction Overhead shall be assessed for any single Major Construction project costing in excess of \$100,000 gross.

1 Major Construction shall mean the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly
2 discernible as a fixed asset required for the development and operation of the Joint Property, or in the dismantlement, abandonment,
3 removal, and restoration of platforms, production equipment, and other operating facilities.

4 Catastrophe is defined as a sudden calamitous event bringing damage, loss, or destruction to property or the environment, such as an oil
5 spill, blowout, explosion, fire, storm, hurricane, or other disaster. The overhead rate shall be applied to those costs necessary to restore the
6 Joint Property to the equivalent condition that existed prior to the event.

7
8 A. If the Operator absorbs the engineering, design and drafting costs related to the project:

- 9
10 (1) 5 % of total costs if such costs are less than \$100,000; plus
11
12 (2) 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
13
14 (3) 2 % of total costs in excess of \$1,000,000.

15
16 B. If the Operator charges engineering, design and drafting costs related to the project directly to the Joint Account:

- 17
18 (1) 5 % of total costs if such costs are less than \$100,000; plus
19
20 (2) 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
21
22 (3) 2 % of total costs in excess of \$1,000,000.

23
24 Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single Major
25 Construction project shall not be treated separately, and the cost of drilling and workover wells and purchasing and installing pumping
26 units and downhole artificial lift equipment shall be excluded. For Catastrophes, the rates shall be applied to all costs associated with each
27 single occurrence or event.

28
29 On each project, the Operator shall advise the Non-Operator(s) in advance which of the above options shall apply.

30
31 For the purposes of calculating Catastrophe Overhead, the cost of drilling relief wells, substitute wells, or conducting other well operations
32 directly resulting from the catastrophic event shall be included. Expenditures to which these rates apply shall not be reduced by salvage or
33 insurance recoveries. Expenditures that qualify for Major Construction or Catastrophe Overhead shall not qualify for overhead under any
34 other overhead provisions.

35
36 In the event of any conflict between the provisions of this Section III.2 and the provisions of Sections II.2 (*Labor*), II.5 (*Services*), or II.7
37 (*Affiliates*), the provisions of this Section III.2 shall govern.

38 39 **3. AMENDMENT OF OVERHEAD RATES**

40
41 The overhead rates provided for in this Section III may be amended from time to time if, in practice, the rates are found to be insufficient
42 or excessive, in accordance with the provisions of Section I.6.B (*Amendments*).

43 44 **IV. MATERIAL PURCHASES, TRANSFERS, AND DISPOSITIONS**

45
46 The Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for direct purchases, transfers, and
47 dispositions. The Operator shall provide all Material for use in the conduct of Joint Operations; however, Material may be supplied by the Non-
48 Operators, at the Operator's option. Material furnished by any Party shall be furnished without any express or implied warranties as to quality,
49 fitness for use, or any other matter.

50 51 **1. DIRECT PURCHASES**

52
53 Direct purchases shall be charged to the Joint Account at the price paid by the Operator after deduction of all discounts received. The
54 Operator shall make good faith efforts to take discounts offered by suppliers, but shall not be liable for failure to take discounts except to
55 the extent such failure was the result of the Operator's gross negligence or willful misconduct. A direct purchase shall be deemed to occur
56 when an agreement is made between an Operator and a third party for the acquisition of Material for a specific well site or location.
57 Material provided by the Operator under "vendor stocking programs," where the initial use is for a Joint Property and title of the Material
58 does not pass from the manufacturer, distributor, or agent until usage, is considered a direct purchase. If Material is found to be defective
59 or is returned to the manufacturer, distributor, or agent for any other reason, credit shall be passed to the Joint Account within sixty (60)
60 days after the Operator has received adjustment from the manufacturer, distributor, or agent.
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2. TRANSFERS

A transfer is determined to occur when the Operator (i) furnishes Material from a storage facility or from another operated property, (ii) has assumed liability for the storage costs and changes in value, and (iii) has previously secured and held title to the transferred Material. Similarly, the removal of Material from the Joint Property to a storage facility or to another operated property is also considered a transfer; provided, however, Material that is moved from the Joint Property to a storage location for safe-keeping pending disposition may remain charged to the Joint Account and is not considered a transfer. Material shall be disposed of in accordance with Section IV.3 (*Disposition of Surplus*) and the Agreement to which this Accounting Procedure is attached.

A. PRICING

The value of Material transferred to/from the Joint Property should generally reflect the market value on the date of physical transfer. Regardless of the pricing method used, the Operator shall make available to the Non-Operators sufficient documentation to verify the Material valuation. When higher than specification grade or size tubulars are used in the conduct of Joint Operations, the Operator shall charge the Joint Account at the equivalent price for well design specification tubulars, unless such higher specification grade or sized tubulars are approved by the Parties pursuant to Section I.6.A (*General Matters*). Transfers of new Material will be priced using one of the following pricing methods; provided, however, the Operator shall use consistent pricing methods, and not alternate between methods for the purpose of choosing the method most favorable to the Operator for a specific transfer:

- (1) Using published prices in effect on date of movement as adjusted by the appropriate COPAS Historical Price Multiplier (HPM) or prices provided by the COPAS Computerized Equipment Pricing System (CEPS).
 - (a) For oil country tubulars and line pipe, the published price shall be based upon eastern mill carload base prices (Houston, Texas, for special end) adjusted as of date of movement, plus transportation cost as defined in Section IV.2.B (*Freight*).
 - (b) For other Material, the published price shall be the published list price in effect at date of movement, as listed by a Supply Store nearest the Joint Property where like Material is normally available, or point of manufacture plus transportation costs as defined in Section IV.2.B (*Freight*).
- (2) Based on a price quotation from a vendor that reflects a current realistic acquisition cost.
- (3) Based on the amount paid by the Operator for like Material in the vicinity of the Joint Property within the previous twelve (12) months from the date of physical transfer.
- (4) As agreed to by the Participating Parties for Material being transferred to the Joint Property, and by the Parties owning the Material for Material being transferred from the Joint Property.

B. FREIGHT

Transportation costs shall be added to the Material transfer price using the method prescribed by the COPAS Computerized Equipment Pricing System (CEPS). If not using CEPS, transportation costs shall be calculated as follows:

- (1) Transportation costs for oil country tubulars and line pipe shall be calculated using the distance from eastern mill to the Railway Receiving Point based on the carload weight basis as recommended by the COPAS MFI-38 ("Material Pricing Manual") and other COPAS MFIs in effect at the time of the transfer.
- (2) Transportation costs for special mill items shall be calculated from that mill's shipping point to the Railway Receiving Point. For transportation costs from other than eastern mills, the 30,000-pound interstate truck rate shall be used. Transportation costs for macaroni tubing shall be calculated based on the interstate truck rate per weight of tubing transferred to the Railway Receiving Point.
- (3) Transportation costs for special end tubular goods shall be calculated using the interstate truck rate from Houston, Texas, to the Railway Receiving Point.
- (4) Transportation costs for Material other than that described in Sections IV.2.B.(1) through (3), shall be calculated from the Supply Store or point of manufacture, whichever is appropriate, to the Railway Receiving Point

Regardless of whether using CEPS or manually calculating transportation costs, transportation costs from the Railway Receiving Point to the Joint Property are in addition to the foregoing, and may be charged to the Joint Account based on actual costs incurred. All transportation costs are subject to Equalized Freight as provided in Section II.4 (*Transportation*) of this Accounting Procedure.

C. TAXES

Sales and use taxes shall be added to the Material transfer price using either the method contained in the COPAS Computerized Equipment Pricing System (CEPS) or the applicable tax rate in effect for the Joint Property at the time and place of transfer. In either case, the Joint Account shall be charged or credited at the rate that would have governed had the Material been a direct purchase.

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D. CONDITION

(1) Condition "A" – New and unused Material in sound and serviceable condition shall be charged at one hundred percent (100%) of the price as determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*). Material transferred from the Joint Property that was not placed in service shall be credited as charged without gain or loss; provided, however, any unused Material that was charged to the Joint Account through a direct purchase will be credited to the Joint Account at the original cost paid less restocking fees charged by the vendor. New and unused Material transferred from the Joint Property may be credited at a price other than the price originally charged to the Joint Account provided such price is approved by the Parties owning such Material, pursuant to Section I.6.A (*General Matters*). All refurbishing costs required or necessary to return the Material to original condition or to correct handling, transportation, or other damages will be borne by the divesting property. The Joint Account is responsible for Material preparation, handling, and transportation costs for new and unused Material charged to the Joint Property either through a direct purchase or transfer. Any preparation costs incurred, including any internal or external coating and wrapping, will be credited on new Material provided these services were not repeated for such Material for the receiving property.

(2) Condition "B" – Used Material in sound and serviceable condition and suitable for reuse without reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by seventy-five percent (75%).

Except as provided in Section IV.2.D(3), all reconditioning costs required to return the Material to Condition "B" or to correct handling, transportation or other damages will be borne by the divesting property.

If the Material was originally charged to the Joint Account as used Material and placed in service for the Joint Property, the Material will be credited at the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) multiplied by sixty-five percent (65%).

Unless otherwise agreed to by the Parties that paid for such Material, used Material transferred from the Joint Property that was not placed in service on the property shall be credited as charged without gain or loss.

(3) Condition "C" – Material that is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by fifty percent (50%).

The cost of reconditioning may be charged to the receiving property to the extent Condition "C" value, plus cost of reconditioning, does not exceed Condition "B" value.

(4) Condition "D" – Material that (i) is no longer suitable for its original purpose but useable for some other purpose, (ii) is obsolete, or (iii) does not meet original specifications but still has value and can be used in other applications as a substitute for items with different specifications, is considered Condition "D" Material. Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing, or drill pipe utilized as line pipe shall be priced at used line pipe prices. Casing, tubing, or drill pipe used as higher pressure service lines than standard line pipe, e.g., power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non-upset basis. For other items, the price used should result in the Joint Account being charged or credited with the value of the service rendered or use of the Material, or as agreed to by the Parties pursuant to Section I.6.A (*General Matters*).

(5) Condition "E" – Junk shall be priced at prevailing scrap value prices.

E. OTHER PRICING PROVISIONS

(1) Preparation Costs

Subject to Section II (*Direct Charges*) and Section III (*Overhead*) of this Accounting Procedure, costs incurred by the Operator in making Material serviceable including inspection, third party surveillance services, and other similar services will be charged to the Joint Account at prices which reflect the Operator's actual costs of the services. Documentation must be provided to the Non-Operators upon request to support the cost of service. New coating and/or wrapping shall be considered a component of the Materials and priced in accordance with Sections IV.1 (*Direct Purchases*) or IV.2.A (*Pricing*), as applicable. No charges or credits shall be made for used coating or wrapping. Charges and credits for inspections shall be made in accordance with COPAS MFI-38 ("Material Pricing Manual").

(2) Loading and Unloading Costs

Loading and unloading costs related to the movement of the Material to the Joint Property shall be charged in accordance with the methods specified in COPAS MFI-38 ("Material Pricing Manual").

3. DISPOSITION OF SURPLUS

Surplus Material is that Material, whether new or used, that is no longer required for Joint Operations. The Operator may purchase, but shall be under no obligation to purchase, the interest of the Non-Operators in surplus Material.

Dispositions for the purpose of this procedure are considered to be the relinquishment of title of the Material from the Joint Property to either a third party, a Non-Operator, or to the Operator. To avoid the accumulation of surplus Material, the Operator should make good faith efforts to dispose of surplus within twelve (12) months through buy/sale agreements, trade, sale to a third party, division in kind, or other dispositions as agreed to by the Parties.

Disposal of surplus Materials shall be made in accordance with the terms of the Agreement to which this Accounting Procedure is attached. If the Agreement contains no provisions governing disposal of surplus Material, the following terms shall apply:

- The Operator may, through a sale to an unrelated third party or entity, dispose of surplus Material having a gross sale value that is less than or equal to the Operator's expenditure limit as set forth in the Agreement to which this Accounting Procedure is attached without the prior approval of the Parties owning such Material.
- If the gross sale value exceeds the Agreement expenditure limit, the disposal must be agreed to by the Parties owning such Material.
- Operator may purchase surplus Condition "A" or "B" Material without approval of the Parties owning such Material, based on the pricing methods set forth in Section IV.2 (*Transfers*).
- Operator may purchase Condition "C" Material without prior approval of the Parties owning such Material if the value of the Materials, based on the pricing methods set forth in Section IV.2 (*Transfers*), is less than or equal to the Operator's expenditure limitation set forth in the Agreement. The Operator shall provide documentation supporting the classification of the Material as Condition C.
- Operator may dispose of Condition "D" or "E" Material under procedures normally utilized by Operator without prior approval of the Parties owning such Material.

4. SPECIAL PRICING PROVISIONS

A. PREMIUM PRICING

Whenever Material is available only at inflated prices due to national emergencies, strikes, government imposed foreign trade restrictions, or other unusual causes over which the Operator has no control, for direct purchase the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, making it suitable for use, and moving it to the Joint Property. Material transferred or disposed of during premium pricing situations shall be valued in accordance with Section IV.2 (*Transfers*) or Section IV.3 (*Disposition of Surplus*), as applicable.

B. SHOP-MADE ITEMS

Items fabricated by the Operator's employees, or by contract laborers under the direction of the Operator, shall be priced using the value of the Material used to construct the item plus the cost of labor to fabricate the item. If the Material is from the Operator's scrap or junk account, the Material shall be priced at either twenty-five percent (25%) of the current price as determined in Section IV.2.A (*Pricing*) or scrap value, whichever is higher. In no event shall the amount charged exceed the value of the item commensurate with its use.

C. MILL REJECTS

Mill rejects purchased as "limited service" casing or tubing shall be priced at eighty percent (80%) of K-55/J-55 price as determined in Section IV.2 (*Transfers*). Line pipe converted to casing or tubing with casing or tubing couplings attached shall be priced as K-55/J-55 casing or tubing at the nearest size and weight.

V. INVENTORIES OF CONTROLLABLE MATERIAL

The Operator shall maintain records of Controllable Material charged to the Joint Account, with sufficient detail to perform physical inventories.

Adjustments to the Joint Account by the Operator resulting from a physical inventory of Controllable Material shall be made within twelve (12) months following the taking of the inventory or receipt of Non-Operator inventory report. Charges and credits for overages or shortages will be valued for the Joint Account in accordance with Section IV.2 (*Transfers*) and shall be based on the Condition "B" prices in effect on the date of physical inventory unless the inventorying Parties can provide sufficient evidence another Material condition applies.

1 **1. DIRECTED INVENTORIES**

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3 Physical inventories shall be performed by the Operator upon written request of a majority in working interests of the Non-Operators
4 (hereinafter, "directed inventory"); provided, however, the Operator shall not be required to perform directed inventories more frequently
5 than once every five (5) years. Directed inventories shall be commenced within one hundred eighty (180) days after the Operator receives
6 written notice that a majority in interest of the Non-Operators has requested the inventory. All Parties shall be governed by the results of
7 any directed inventory.

8
9 Expenses of directed inventories will be borne by the Joint Account; provided, however, costs associated with any post-report follow-up
10 work in settling the inventory will be absorbed by the Party incurring such costs. The Operator is expected to exercise judgment in keeping
11 expenses within reasonable limits. Any anticipated disproportionate or extraordinary costs should be discussed and agreed upon prior to
12 commencement of the inventory. Expenses of directed inventories may include the following:

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14 A. A per diem rate for each inventory person, representative of actual salaries, wages, and payroll burdens and benefits of the personnel
15 performing the inventory or a rate agreed to by the Parties pursuant to Section I.6.A (*General Matters*). The per diem rate shall also
16 be applied to a reasonable number of days for pre-inventory work and report preparation.
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18 B. Actual transportation costs and Personal Expenses for the inventory team.
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20 C. Reasonable charges for report preparation and distribution to the Non-Operators.

21 **2. NON-DIRECTED INVENTORIES**

22 A. **OPERATOR INVENTORIES**

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25 Physical inventories that are not requested by the Non-Operators may be performed by the Operator, at the Operator's discretion. The
26 expenses of conducting such Operator-initiated inventories shall not be charged to the Joint Account.

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28 B. **NON-OPERATOR INVENTORIES**

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30 Subject to the terms of the Agreement to which this Accounting Procedure is attached, the Non-Operators may conduct a physical
31 inventory at reasonable times at their sole cost and risk after giving the Operator at least ninety (90) days prior written notice. The
32 Non-Operator inventory report shall be furnished to the Operator in writing within ninety (90) days of completing the inventory
33 fieldwork.

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35 C. **SPECIAL INVENTORIES**

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37 The expense of conducting inventories other than those described in Sections V.1 (*Directed Inventories*), V.2.A (*Operator*
38 *Inventories*), or V.2.B (*Non-Operator Inventories*), shall be charged to the Party requesting such inventory; provided, however,
39 inventories required due to a change of Operator shall be charged to the Joint Account in the same manner as described in Section
40 V.1 (*Directed Inventories*).

EXHIBIT "D"

Attached to and made a part of that certain Operating Agreement dated July 27, 2020, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Oboy SW CLR BL Unit.

1. Operator shall procure and maintain, at all times while conducting operations under this Agreement, the following insurance coverages with limits not less than those specified below:

A. Workers' Compensation Employer's Liability	Statutory \$1,000,000 Each Accident
B. General Liability including bodily injury and property damage liability	\$5,000,000 Each Occurrence Limit
C. Auto Liability	\$1,000,000 Combined Single Limit
D. Excess or Umbrella Liability	\$20,000,000 Each Occurrence Limit
E. Cost of Well Control and Care, Custody and Control	\$5,000,000 Combined Single Limit and \$250,000 CCC
F. Pollution Liability	\$15,000,000 Each Incident Limit

2. The insurance described in 1. above shall include Non-Operator as additional insured (except Workers' Compensation) and shall include a waiver by the insurer of all rights of subrogation in favor of Non-Operator. Such insurance shall be carried at the joint expense of the parties hereto and all premiums and other costs and expenses related thereto shall be charged to the Joint Account in accordance with the Accounting Procedure attached as Exhibit "C" to this Agreement, unless prior to spud a party hereto who desires to provide its own insurance or self-insurance provides Operator with a certificate of insurance evidencing such individual coverage.

3. Operator shall endeavor to have its contractors and subcontractors comply with applicable Workers' Compensation laws, rules and regulations and carry such insurance as Operator may deem necessary.

4. Operator shall not be liable to Non-Operator for loss suffered because of insufficiency of the insurance procured and maintained for the Joint Account nor shall Operator be liable to Non-Operator for any loss occurring by reason of Operator's inability to procure or maintain the insurance provided for herein. If, in Operator's opinion, at any time during the term of this Agreement, Operator is unable to procure or maintain said insurance on commercially reasonable terms, or Operator reduces the limits of insurance, Operator shall promptly so notify Non-Operator in writing.

5. In the event of loss not covered by the insurance provided for herein, such loss shall be charged to the Joint Account and borne by the parties in accordance with their respective percentage of participation as determined by this Agreement.

6. Any party hereto may individually and at its own expense procure such additional insurance as it desires; provided, however, such party shall provide Operator with a certificate of insurance evidencing such coverage before spud of the well and such coverage shall include a waiver by the insurer of all rights of subrogation in favor of the parties hereto.

End of Exhibit "D"

EXHIBIT "E"

Attached to and made a part of that certain Operating Agreement dated July 27, 2020, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Oboy SW CLR BL Unit.

Gas Balancing Agreement

I. DEFINITIONS:

For the purposes of this Gas Balancing Agreement ("GBA") the following terms shall be defined as follows:

- (a) "Affiliate" shall have the meaning ascribed to such term in the Operating Agreement.
- (b) The "Allowable" is the maximum rate of Gas production from each Gas Well permitted from time to time by the regulatory authority having jurisdiction.
- (c) "Balance" is the condition occurring when a party has utilized, sold or disposed of a Quantity of Gas equal to the same percentage of the cumulative Gas production as such party's Percentage Ownership during the period of such cumulative Gas production.
- (d) "Deliverability" shall mean the maximum sustainable daily Gas withdrawal from a Gas Well which may be accomplished without detriment to ultimate recovery of reserves as determined by Operator acting in good faith and taking into account relevant operational factors including, but not limited to, pipeline capacity and pressure and the maximum producing capability of the Gas Well based on data reported to the appropriate governmental agency having jurisdiction.
- (e) "Gas" shall mean all gaseous hydrocarbons produced from each Gas Well but shall not include liquid hydrocarbons.
- (f) "Gas Well" shall mean each well subject to the Operating Agreement that produces gas. If a single Gas Well is completed in two or more reservoirs, such Gas Well will be considered a separate Gas Well with respect to, but only as to, each reservoir from which the Gas production is not commingled in the well bore.
- (g) "MMBtu" shall mean one million British thermal units.
- (h) "Operating Agreement" means the operating agreement between the Parties to which this GBA is attached.
- (i) "Operator" means the Party designated as operator under the Operating Agreement.
- (j) "Overproduced" is the condition occurring when a party has utilized, disposed of or sold a greater Quantity of Gas from a particular Gas Well at any given time (individually or through its gas purchaser) than if such party were in Balance.
- (k) "parties" means the legal entities that are signatory to the Operating Agreement, or their successors and assigns. Parties shall be referred to individually as a party.
- (l) "Percentage Ownership" is the percentage interest of each party in each Gas Well as set forth in or determined in accordance with the provisions of the Operating Agreement, as such interest may change from time to time.
- (m) "Percentage of Proceeds Sale" means a sale of Gas processed in a gas processing plant the price for which is computed as a percentage of the proceeds from the resale of residue gas and natural gas liquids attributable to such Gas.
- (n) "Quantity" shall mean the number of units of Gas expressed in MMBtus.
- (o) "Underproduced" is the condition occurring when a party has utilized, disposed of or

sold a lesser Quantity of Gas from a particular Well at any given time (individually or through its gas purchaser) than if such party were in Balance.

II. APPLICATION OF THIS AGREEMENT

The provisions of this GBA shall be separately applicable to each Gas Well to the end that Gas production from one Gas Well may not be utilized for the purposes of balancing underproduction of Gas from any other Gas Well.

III. OVERPRODUCTION

A. Right to Take All Gas Produced

Subject to the other provisions herein, during any period when any party hereto is not marketing or otherwise disposing of or utilizing its Percentage Ownership of the Allowable or Deliverability, as applicable, of Gas from any Gas Well, the other parties shall be entitled--but shall not have the obligation--to take, in addition to their own Percentage Ownership of Gas, that portion of such other party's Percentage Ownership of Gas which said party is not marketing, utilizing or otherwise disposing of, and shall be entitled to take such Gas production and deliver same to its or their purchasers in accordance with the provisions herein. Each such taking party shall have the right to take its pro rata portion of each such non-taking party's share, said pro rata portion being based on the ratio of its Percentage Ownership to the Percentage Ownership of all parties in the same balancing status (either Overproduced or Underproduced) who elect to take such non-taking party's share of gas; provided, however, an Underproduced party desiring to take a non-taking party's share of Gas shall take precedence over an Overproduced party which wishes to take such non-taking party's Gas, and an Overproduced party shall be entitled to take a non-taking party's share of Gas only to the extent that an Underproduced party has elected not to take said Gas. The Gas of a party not taking its production shall be allocated to a taking party hereunder prior to calculation of percentage entitlement to make up Gas from an Overproduced party under Article IV, below.

Notwithstanding the foregoing, all parties shall share in and own the liquid hydrocarbons recovered from Gas by primary separation equipment in accordance with their respective Percentage Ownership, which liquid hydrocarbon ownership shall be unaffected by this GBA. One or more parties may arrange to have their Gas processed in a gas processing plant for the recovery of liquefiable hydrocarbons. Nothing in this GBA shall afford a basis for balancing any liquefiable hydrocarbons recovered from a Gas processing plant. Each party taking Gas shall own all of the Gas delivered to its purchaser.

B. Limitation on Overproduced Party's Right to Take Gas

Notwithstanding the provisions of Article III.A., above, if during any time and from time to time an Overproduced party shall have taken more than one hundred percent (100%) of such party's Percentage Ownership share of the estimated ultimate recoverable reserves for a Gas Well as determined by Operator acting in good faith, said Overproduced party shall not, after receipt of written notice of said fact from Operator, be entitled to take, sell or otherwise dispose of Gas from such Gas Well until such time as said party is no longer Overproduced; provided, however, said Overproduced party may take Gas from such Gas Well without restriction if and for so long as the other parties are not taking Gas from such Gas Well their full share of the Gas or as otherwise authorized by all of the Underproduced parties. Also, no Overproduced party shall at any time be entitled to take, sell or otherwise dispose of more than 300% of its Percentage Ownership of the Allowable from a Gas Well or, if there is no Allowable established, of the Deliverability of a Gas Well.

C. Credit For Gas in Storage

Each party who markets less than its Percentage Ownership of the Gas produced shall be credited with Gas in storage equal to its Percentage Ownership share of the Gas produced, less the Gas actually marketed and taken by said party, and less such Party's Percentage Ownership share of the Gas, vented, used or lost in lease operations.

IV. RIGHT OF UNDERPRODUCED PARTY TO MAKE UP PRODUCTION

Any Underproduced party may commence making up its underproduction provided it has given written notice to the Operator not later than the fifth day of the month preceding the month in which it wishes to commence making up its underproduction, or within such other time as Operator may from time to time reasonably establish.

In addition to its Percentage Ownership and its rights to a non-taking party's Gas under Article III, above, each Underproduced party will be entitled to take up to an additional twenty-five percent (25%) of the monthly Quantity of each Overproduced party's Percentage Ownership in Gas produced during any month; provided, however, nothing in this Article IV shall reduce the right of any Overproduced party to take a Quantity of Gas available for sale during any month less than seventy-five percent (75%) of its Percentage Ownership in Gas produced in said month.

If at any time more than one Underproduced party is taking a Quantity of Gas in excess of its Percentage Ownership in Gas production in order to balance its Gas production account ("Makeup"), then each such Underproduced party shall be entitled to take such Makeup in proportion that its Percentage Ownership bears to the total Percentage Ownership of all Underproduced parties desiring to take Makeup from the Well. Any portion of the Makeup to which an Underproduced party is entitled and which is not taken by such Underproduced party may be taken by any other Underproduced party in the proportion that its Percentage Ownership bears to the total Percentage Ownership of all Underproduced parties desiring to take such untaken portion of Makeup.

V. MONTHLY DATA AND STATEMENTS TO BE PROVIDED

The Operator will establish and maintain a current Gas account which shows the Gas balance which exists for all the parties and will furnish each of these parties a monthly statement showing the total Quantity of Gas sold and taken in kind and the current and cumulative over and under account of each party within ninety (90) days following the end of each applicable month. Operator shall not incur any liability to any party for errors in the data provided by each party or third parties or for other matters pertaining to gas balancing statements (e.g., transporter's allocation of Gas). Each party shall be responsible for promptly providing written notification to Operator of any error(s) or inaccuracy(ies) contained in any gas balancing statement which it receives.

VI. PAYMENT OF ROYALTIES AND PRODUCTION TAXES

At all times while Gas is produced from a Well, each party hereto will make, or cause to be made, settlement with respective royalty owners to whom each is accountable in accordance with the actual volumes of Gas taken by such party. Upon written request from any party, any other party shall provide on a monthly basis, any additional information which such requesting party may require in order to comply with its obligation to pay royalty pursuant to the terms hereof including, without limitation, name, address, decimal interest, tax identification and, to the extent it has same, title opinions and abstracts of ownership. The term "royalty owner" includes owners of royalty, overriding royalties, production payments and similar interests. Each party agrees to indemnify and hold harmless each other party from any and all claims asserted by its royalty owners and its Gas Purchasers for which said indemnifying party is responsible. Each party producing and/or delivering Gas to its purchaser shall pay, or cause to be paid, any and all production, severance and other similar taxes due on such Gas in accordance with the actual volumes of Gas taken by such party.

VII. CASH SETTLEMENTS

A. Events Occasioning Cash Settlements

A cash settlement of any imbalance of Gas production: (i) shall be made when production from a Gas Well permanently ceases or the Operating Agreement otherwise terminates (each being referred to herein as "Termination"); and (ii) shall be made by an Overproduced party at the request and option of any Underproduced party or parties upon the sale, transfer, assignment, mortgage or other disposition to an unaffiliated entity (herein individually or collectively referred to as a "Transfer"), by an Overproduced party of all or any portion of its Percentage Ownership in any Gas Well unless (x) the Transfer documentation clearly provides that the assignee has expressly

assumed the gas balance position of, and the liability for gas imbalances from, the assignor, and (y) the assignee is not a known credit risk and the assignor has provided to the other parties evidence of the creditworthiness of assignee prior to the date that the applicable Transfer becomes effective taking into account the potential liability associated with the applicable gas imbalance. (A cash settlement pursuant to clause (ii) above may hereinafter be referred to as an "Optional Cash Settlement".) The parties acknowledge that a cash settlement may be made on more than one occasion pursuant to the terms of this GBA.

B. Notification of Proposed Transfer By Overproduced Party

When an Overproduced party elects to Transfer all or a portion of its Percentage Ownership (except to an Affiliate, or where the liability for prior period gas imbalances is assumed by an assignee), it shall give notice to all other parties to the Operating Agreement of its intended Transfer and the anticipated closing date. Each Underproduced party shall have fifteen (15) days from the receipt of such notice in which to elect to receive a cash settlement from the transferring party for the transferring party's share of overproduction allocable to the Underproduced party. Such election shall be made in writing and sent to the transferring party and Operator. An Underproduced party's election not to request a cash settlement at the time of Transfer by an Overproduced party shall not, subject to the provisions of Article VII.E, below, preclude said Underproduced party from sharing in cash settlement at Termination or from requesting a cash settlement upon subsequent Transfer by an Overproduced party.

C. Quantity of Gas

Within one hundred twenty (120) days after Termination, Operator shall provide a statement captioned "Final Quantity Statement" showing on a party-by-party basis the net unrecovered underproduction, the overproduction and the months and years in which such underproduction and overproduction occurred. Quantities of Gas for which settlement is due shall be determined by accruing the monthly overproduction and underproduction in the order of accrual of said overproduction and underproduction; i.e. makeup Quantities taken by an Underproduced party shall be applied against the oldest overproduction and underproduction then outstanding. In the event an Optional Cash Settlement is requested, Operator shall provide to the parties, within fifteen business days, an Interim Quantity Statement through the end of the last quarter for which Operator has production data, which shall contain similar information as would be contained within a Final Quantity Statement.

D. Pricing

1. For Overproduction Sold

The amount to be paid by an Overproduced party to an Underproduced party for such Underproduced party's Gas upon cash settlement shall, where the Overproduced party has sold the Gas to an unaffiliated third party, be based upon the price received by the Overproduced party at the time such overproduction occurred (the "price received") shall be the gross proceeds received, less the following:

- (a) production and/or severance taxes attributable to said Gas production paid by the Overproduced party;
- (b) royalties, if any, paid by the Overproduced party to an Underproduced party's royalty owner(s) to the extent said payments amounted to a discharge of said Underproduced party's royalty obligation;
- (c) any other payments made by the Overproduced party to obligees of the Underproduced party to the extent said payments by the Overproduced party were required by law and/or amounted to discharge of the obligations of the Underproduced party; and
- (d) all reasonable costs and expenses incurred to third parties in connection with the sale of said Gas; e.g., gathering, transportation, compression, storage, marketing and similar fees.

In the event sales by the Overproduced party were made to an Affiliate and the price paid by such Affiliate was less than the prevailing market price in the area of the Well at the time of the sale, then the price received shall be deemed to be the Dominion Transmission Inc. South Point Index price found inside the Federal Energy Regulatory Commission's Gas Market Report for the applicable month of overproduction, calculated from a pricing bulletin published at the time such overproduction occurred, less those items set forth in a-d above (the "Adjusted South Point Index Price"). Any Underproduced party that is entitled to payment with respect to the applicable cash settlement may, based upon competent evidence, object that sales by the Overproduced party to an Affiliate were at a price less than the prevailing market price in the area of the Well at the time of the sale, in which case the Adjusted South Point Index Price shall be used to price such sales in accordance with the prior sentence.

2. For Overproduction Taken or Utilized and Not Sold

If there is no actual sale to establish the amount received by the Overproduced party because the Overproduced party took such Gas for its own purposes instead of selling it, the amount to be paid by an Overproduced party to an Underproduced party for such Underproduced party's Gas upon cash settlement shall be based upon the Adjusted South Point Index Price.

3. Proceeds for Liquefiable Hydrocarbons Not Included

The parties agree that the terms "price received by an Overproduced party" and "weighted average price received" shall not include any compensation received by a party for liquid hydrocarbons derived from processing its Gas in a Gas processing plant, unless the overproduction for which the Overproduced party is accounting was sold under a Percentage of Proceeds Sale.

E. Calculation, Collection and Distribution of Payments

1. For Cash Settlements at Termination

In the event of a cash settlement at Termination, within ten (10) days after receipt of the Final Quantity Statement from the Operator, each Overproduced party shall furnish to the Operator and the other parties a statement showing the price received for its overproduction on a monthly basis. Within ten (10) days after receipt of such pricing information from all parties, Operator shall submit to each party a statement showing the calculations and the total amount to be paid by each Overproduced party and to be received by each Underproduced party. Cash settlement shall be calculated on the "FIFO" accounting method.

Within twenty (20) days after receipt of said statement from Operator by an Overproduced party, the Overproduced party shall pay all amounts due and owing as reflected on such statement to the Underproduced parties. In the event that all sums due and owing are not paid by an Overproduced party to the applicable Underproduced parties within the time periods set forth in this provision, interest shall accumulate on such unpaid amounts as provided herein. The amount to be received by each Underproduced party shall be determined by apportioning the total amount to be received by all Underproduced parties from all Overproduced parties among all Underproduced parties in proportion to the total sum to be received by each Underproduced party as a percent of the total sum to be received by all Underproduced parties. The amount to be paid by each Overproduced party to each Underproduced party shall be determined by apportioning the total amount to be paid by all Overproduced parties to each such Underproduced party among all Overproduced parties in proportion to the total sum to be paid by each such Overproduced party to all Underproduced parties as a percent of the total sum to be paid by all Overproduced parties to all Underproduced parties.

2. Optional Cash Settlement Pursuant to Article VII.A.(ii) from an Overproduced party Who Seeks to Transfer an Interest

In the event of a request for an Optional Cash Settlement by an Underproduced party pursuant to Article VII.A.(ii) from an Overproduced party who wishes to Transfer all or a portion of its Percentage Ownership, within twenty (20) working days after receipt of Operator's Interim Quantity Statement, the Overproduced party from whom cash settlement is sought shall provide to Operator a statement showing the price received for its overproduction on a monthly basis. Within

ten (10) working days after receipt of such pricing information, Operator shall: (a) calculate the total amount due and owing by the Overproduced party and the total amount to be received by each Underproduced party requesting cash settlement based on the "FIFO" accounting method; and (b) provide the Overproduced party and each such Underproduced party with a statement showing the calculations and the total sum to be paid to said Underproduced party. The Overproduced party shall pay to each such Underproduced party the total amount due and owing as reflected in said statement within twenty (20) working days after receipt of said statement. In the event that all sums due and owing are not paid by an Overproduced party to the applicable Underproduced parties within the time periods set forth in this provision, interest shall accumulate on such unpaid amounts as provided herein.

The parties acknowledge that production and sales data may not be available for a brief period immediately preceding the closing date and prior to the effective date of the Transfer, and the transferring Overproduced party agrees to cash settle for any Gas produced during said period promptly after closing. In the event that said transferring Overproduced party for any reason fails to make all cash settlement payments required under this GBA, the transferee shall be obligated to make said payments.

3. Procedures Applicable to All Cash Settlements

For purposes of all price calculations the overproduction of each Overproduced party shall be apportioned to each Underproduced party in proportion to each Underproduced party's underproduction as a percent of the sum of the underproduction of all Underproduced parties. Overproduced volumes shall be matched to Underproduced volumes based on the order in which the overproduction and underproduction arose. The parties recognize that the months of overproduction by an Overproduced party may not coincide with the months of underproduction by an Underproduced party.

4. Amount Subject to Refund May Be Withheld.

In the event that any portion of the price actually received by an Overproduced party shall be subject to possible refund pursuant to rules and regulations issued by the Federal Energy Regulatory Commission ("FERC"), any state, administrative agency or successor governmental authority having jurisdiction, or any court order, the amount which may be ultimately required to be refunded by FERC or any other entity may be withheld without interest by the Overproduced party until such time as a final determination is made with respect thereto or until the party to whom payment is to be made provides a bond or other security to indemnify the party obligated to make such payments in form satisfactory to the latter.

F. Operator's Liability

Except as otherwise provided herein, Operator is obligated to administer the provisions of this GBA, but shall have no liability to the other parties for losses sustained or liability incurred which arise out of or in connection with the performance of Operator's duties hereunder except such as may result from Operator's gross negligence or willful misconduct.

VIII. OPERATING EXPENSES

The operating expenses are to be borne as provided in the Operating Agreement, regardless of whether all parties are selling or using Gas or whether the sales and use of each are in proportion to their Percentage Ownership.

IX. DELIVERABILITY TESTS

Nothing herein shall be construed to deny any party the right from time to time to produce and take or deliver to the purchaser its full share of the Gas production to meet the deliverability test required by its purchaser. Also, nothing herein shall: (a) require the Operator to produce a Gas Well in excess of its deliverability or the applicable maximum allowable rate where such rate is established by regulatory authority having jurisdiction from time to time; or (b) prevent an Operator from operating the Gas Well in order to conduct such tests as may be required by any applicable regulatory authority from time to time.

X. NOMINATIONS

For each party wishing to sell, utilize or dispose of Gas from a Gas Well subject to this GBA, Operator shall provide each party an initial nomination by well/delivery point(s) six working days prior to the beginning of each month. Operator shall provide each party a revised nomination by well/delivery point as necessary during the month to reflect any change in production. Allocation of gas production in any month in which the total nominations vary from the total production shall be by the Operator according to such procedures as Operator from time to time may reasonably establish. Each non-operator party agrees to indemnify Operator for any charges or penalties incurred because of over or underdeliveries as compared to its nominations, except where such charges or penalties are solely attributable to action taken by Operator in total disregard of such nominations.

XI. TERM

This GBA shall remain in full force and effect for so long as the Operating Agreement is in effect and thereafter until the gas balance accounts are settled in full.

XII. SUCCESSORS AND ASSIGNS

The terms, covenants and conditions of this GBA shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. The parties hereto agree to give notice of the existence of this GBA to any successor in interest and to make any transfer of any interest subject to the Operating Agreement, or any part thereof, expressly subject to the terms of this GBA.

XIII. AUDITS

Any Underproduced party shall have the right for a period of two (2) years after receipt of payment pursuant to a final accounting and after giving written notice to all parties, to audit an Overproduced party's accounts and records relating to such payment. The party conducting such audit shall bear its costs of the audit.

XIV. MISCELLANEOUS

A. No assignment shall relieve the assignor from any obligation to the other parties with respect to any overproduction taken by assignor to such assignment.

B. Any amount remaining unpaid under the GBA more than thirty (30) days after it is due shall bear interest (commencing the day after said payment was due) at the rate set forth in the Accounting Procedure (Exhibit C to the Operating Agreement).

C. Unless the context otherwise clearly indicates, words used in the singular include the plural, and the plural includes the singular.

D. Each party agrees to maintain the necessary records and documents to enable the gas balancing and cash settlements contemplated hereby to be made.

E. If any party hereto fails to timely provide to Operator the data required hereby to enable gas balancing statements and cash settlements to be promptly made, Operator, or any other party, without prejudice to other remedies, is authorized to audit the records of the non-providing party and such audit shall be at the expense of the audited party.

F. To the extent permitted by law, this GBA shall be in lieu of and take precedence over any law, statute, rule or regulation requiring Gas balancing, revenue sharing or marketing of Gas.

G. In the event that any party is in default of any payment required by this GBA or fails to provide information required under this GBA, Operator is authorized--but not required--upon thirty (30) days notification to said defaulting party, without prejudice to any other remedies it may have, to curtail said party's Gas production from any and all Gas Wells subject to this GBA and such gas

may be taken by the other parties in accordance with III.B. above.

H. In the event of a conflict between the terms of this GBA and the Operating Agreement, the terms of this GBA shall govern except where the conflict is between Article VI of this GBA and the Operating Agreement, in which event the Operating Agreement shall govern.

I. Nothing in this GBA shall be construed as precluding cash balancing at any time as may be agreed by the parties.

J. Nothing contained in this GBA shall require an Overproduced Party to pay to an Underproduced Party a sum which would be violative of any law, rule or regulation.

End of Exhibit "E"

EXHIBIT "F"

Attached to and made a part of that certain Operating Agreement dated July 27, 2020, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Oboy SW CLR BL Unit.

MODEL FORM RECORDING SUPPLEMENT TO OPERATING AGREEMENT AND FINANCING STATEMENT

THIS AGREEMENT, entered into by and between Ascent Resources – Utica, LLC, hereinafter referred to as "Operator," and the signatory party or parties other than Operator, hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A" (said land, Leases and Interests being hereinafter called the "Contract Area"), and in any instance in which the Leases or Interests of a party are not of record, the record owner and the party hereto that owns the interest or rights therein are reflected on Exhibit "A";

WHEREAS, the parties hereto have executed an Operating Agreement dated July 27, 2020 (herein the "Operating Agreement"), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas; and

WHEREAS, the parties hereto have executed this agreement for the purpose of imparting notice to all persons of the rights and obligations of the parties under the Operating Agreement and for the further purpose of perfecting those rights capable of perfection.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties hereto, it is agreed as follows:

1. This agreement supplements the Operating Agreement, which Agreement in its entirety is incorporated herein by reference, and all terms used herein shall have the meaning ascribed to them in the Operating Agreement.

2. The parties do hereby agree that:

A. The Oil and Gas Leases and/or Oil and Gas Interests of the parties comprising the Contract Area shall be subject to and burdened with the terms and provisions of this agreement and the Operating Agreement, and the parties do hereby commit such Leases and Interests to the performance thereof.

B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement, as supplemented by this agreement.

C. All costs and liabilities incurred in operations under this agreement and the Operating Agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties hereto, as provided in the Operating Agreement.

D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests identified on Exhibit "A," all production of Oil and Gas from the Contract Area shall be owned by the parties as provided in the Operating Agreement; provided nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby.

E. Each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.

F. An overriding royalty, production payment, net profits interest or other burden payable out of production hereafter created, assignments of production given as security for the payment of money and those overriding royalties, production payments and other burdens payable out of production heretofore created and defined as Subsequently Created Interests in

the Operating Agreement shall be (i) borne solely by the party whose interest is burdened therewith, (ii) subject to suspension if a party is required to assign or relinquish to another party an interest which is subject to such burden, and (iii) subject to the lien and security interest hereinafter provided if the party subject to such burden fails to pay its share of expenses chargeable hereunder and under the Operating Agreement, all upon the terms and provisions and in the times and manner provided by the Operating Agreement.

G. The Oil and Gas Leases and/or Oil and Gas Interests which are subject hereto may not be assigned or transferred except in accordance with those terms, provisions and restrictions in the Operating Agreement regulating such transfers.

This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, legal representatives, and assigns, and the terms hereof shall be deemed to run with the leases or interests included within the lease Contract Area.

H. The parties shall have the right to acquire an interest in renewal, extension and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating Agreement.

I. The rights and obligations of the parties and the adjustment of interests among them in the event of a failure or loss of title, each party's right to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the parties regarding the marketing of production, and the rights and remedies of the parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.

J. Each party's interest under this agreement and under the Operating Agreement shall be subject to relinquishment for its failure to participate in subsequent operations and each party's share of production and costs shall be reallocated on the basis of such relinquishment, all upon the terms and provisions provided in the Operating Agreement.

K. All other matters with respect to exploration and development of the Contract Area and the ownership and transfer of the Oil and Gas Leases and/or Oil and Gas Interest therein shall be governed by the terms and provisions of the Operating Agreement.

3. The parties hereby grant reciprocal liens and security interests as follows:

A. Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement and the Operating Agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid under this agreement and the Operating Agreement, the assignment or relinquishment of interest in Oil and Gas Leases as required under this agreement and the Operating Agreement, and the proper performance of operations under this agreement and the Operating Agreement. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement and the Operating Agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from the sale of production at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

B. Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all

persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement and the Operating Agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement and the Operating Agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by the Operating Agreement and this instrument as to all obligations attributable to such interest under this agreement and the Operating Agreement whether or not such obligations arise before or after such interest is acquired.

C. To the extent that the parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interest or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest, has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.

D. If any party fails to pay its share of expenses within one hundred-twenty (120) days after rendition of a statement therefor by Operator the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in this paragraph 3 and in the Operating Agreement, and each paying party may independently pursue any remedy available under the Operating Agreement or otherwise.

E. If any party does not perform all of its obligations under this agreement or the Operating Agreement, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement or the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisal of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder or under the Operating Agreement, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.

F. The lien and security interest granted in this paragraph 3 supplements identical rights granted under the Operating Agreement.

G. To the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due under this agreement and the Operating Agreement for services performed or materials supplied by Operator.

H. The above described security will be financed at the wellhead of the well or wells located on the Contract Area and this Recording Supplement may be filed in the land records in the County or Parish in which the Contract Area is located, and as a financing statement in all recording offices required under the Uniform Commercial Code or other applicable state statutes to perfect the above-described security interest, and any party hereto may file a continuation statement as necessary under the Uniform Commercial Code, or other state laws.

4. This agreement shall be effective as of the date of the Operating Agreement as above recited. Upon termination of this agreement and the Operating Agreement and the satisfaction of all obligations thereunder, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon the request of Operator, if Operator has complied with all of its financial obligations.

5. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns. No sale, encumbrance, transfer or other disposition shall be made by any party of any interest in the Leases or Interests subject hereto except as expressly permitted under the Operating Agreement and, if permitted, shall be made expressly subject to this agreement and the Operating Agreement and without prejudice to the rights of the other parties. If the transfer is permitted, the assignee of an ownership interest in any Oil and Gas Lease shall be deemed a party to this agreement and the Operating Agreement as to the interest assigned from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party under this agreement or the Operating Agreement with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted under this agreement and the Operating Agreement in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. of the Operating Agreement and hereby shall continue to burden the interest transferred to secure payment of any such obligations.

6. In the event of a conflict between the terms and provisions of this agreement and the terms and provisions of the Operating Agreement, then, as between the parties, the terms and provisions of the Operating Agreement shall control.

7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the remaining provisions shall not be affected, and shall be enforced as if the illegal or unenforceable provision did not appear herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this agreement shall be effective as of the _____ day of _____, 20__.

ATTEST OR WITNESS

OPERATOR

Ascent Resources – Utica, LLC
an Oklahoma limited liability company

By: Kade R. Smith

Title: Attorney-in-Fact
3501 NW 63rd, Oklahoma City, Oklahoma

Address: 73116

NON-OPERATORS

ATTEST OR WITNESS

By: _____

Title: _____

Address: _____

ATTEST OR WITNESS

By: _____

Title: _____

Address: _____

ATTEST OR WITNESS

By: _____

Title: _____

Address: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

On this, the ___ day of _____, 20___, before me _____, the undersigned officer, personally appeared Kade R. Smith, who acknowledged himself to be the Attorney-in-Fact of Ascent Resources - Utica, LLC, an Oklahoma limited liability company, and that he as such Attorney-in-Fact, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Attorney-in-Fact.

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

My Commission Expires: _____
Signature/Notary Public: _____
Name/Notary Public (print): _____

STATE OF _____)
) §
COUNTY OF _____)

On this, the ___ day of _____, 20___, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as _____.

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

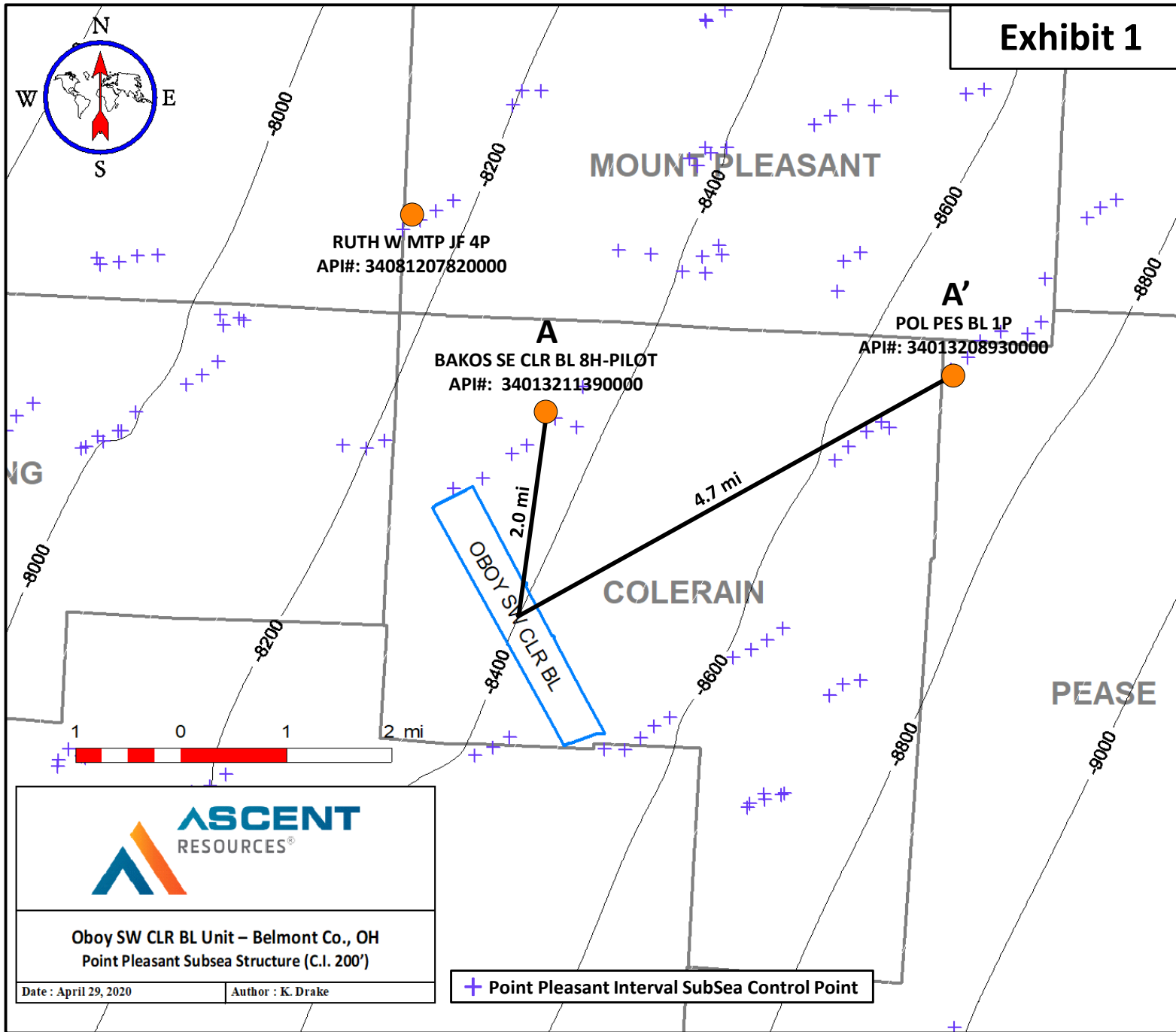
My Commission Expires: _____
Signature/Notary Public: _____
Name/Notary Public (print): _____

STATE OF _____)
) §
COUNTY OF _____)

On this, the ___ day of _____, 20___, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purpose purpose therein contained by signing the name of the corporation by himself as _____.

This document prepared by:
Ascent Resources – Utica, LLC
3501 NW 63rd
Oklahoma City, OK 73116

Exhibit 1



Oboy SW CLR BL Unit – Belmont Co., OH
Point Pleasant Subsea Structure (C.I. 200')

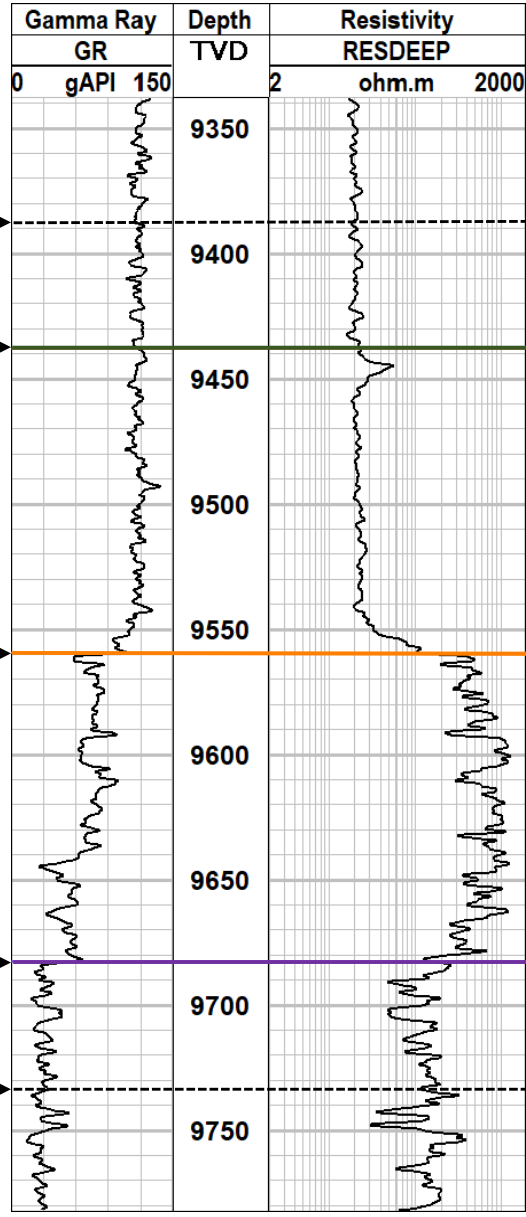
Date : April 29, 2020 Author : K. Drake

+ Point Pleasant Interval SubSea Control Point

Exhibit 2

A

BAKOS SE CLR BL 8H-PILOT
API#: 34013211390000



50' above Top of Utica
9387' TVD
-8175' Subsea

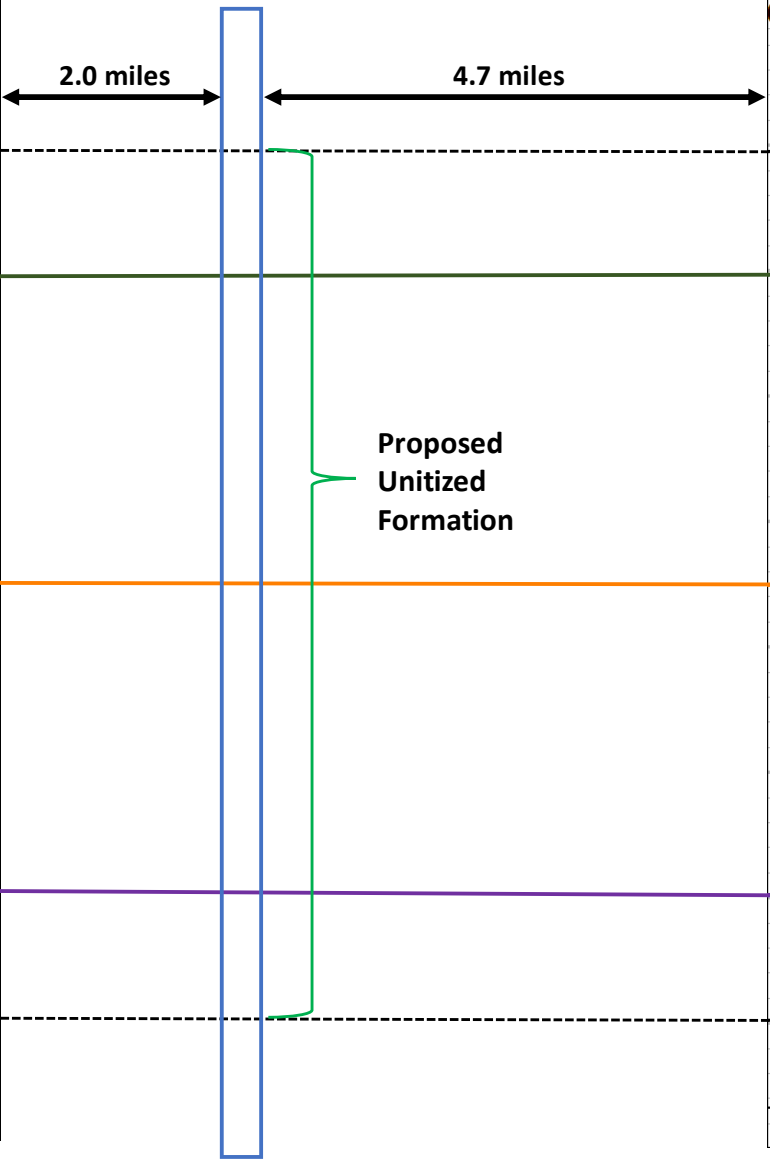
Top of the Utica

Top of the Point Pleasant Interval of the Utica

Base of the Point Pleasant Interval of the Utica

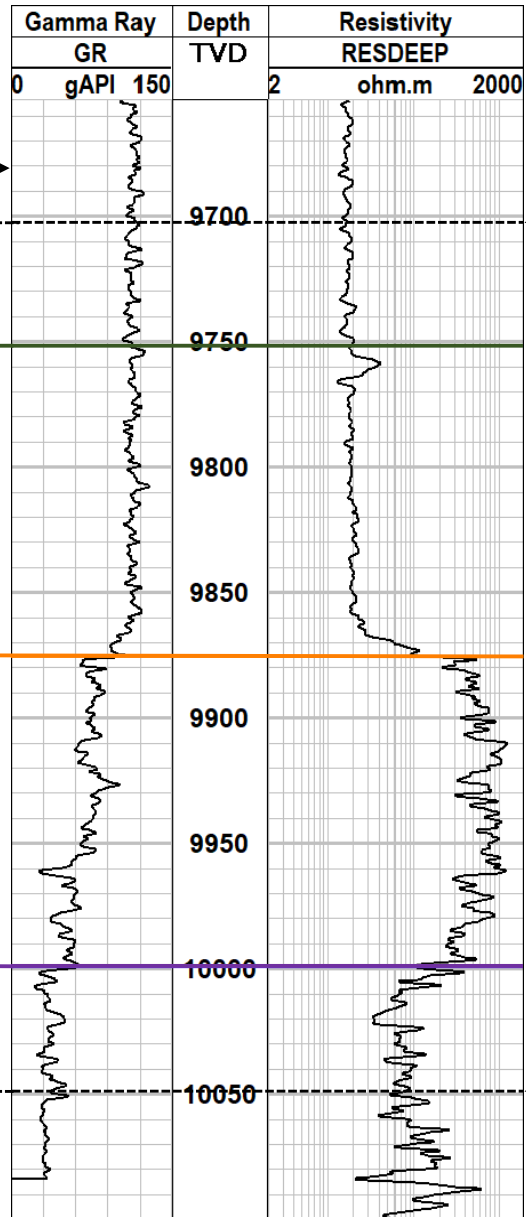
50' below Base of Point Pleasant
9732' TVD
-8520' Subsea

Approx. Location of
Oboy SW CLR BL Unit



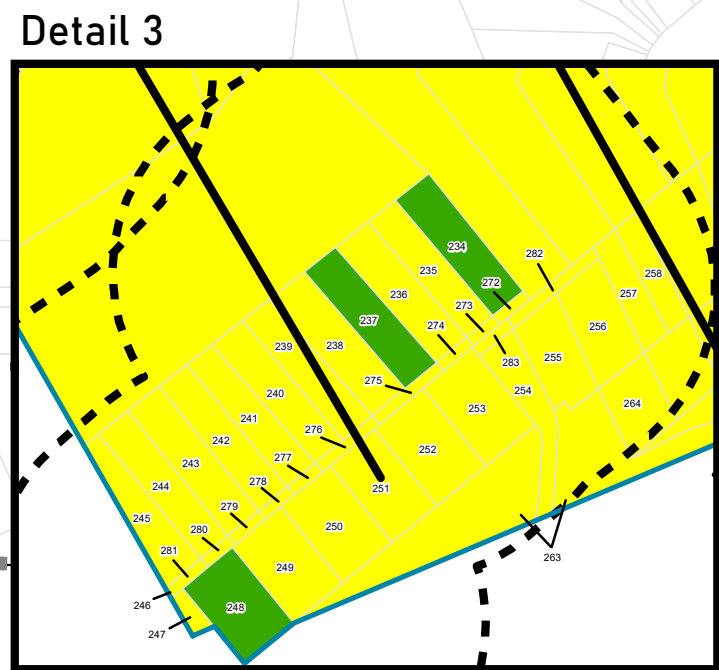
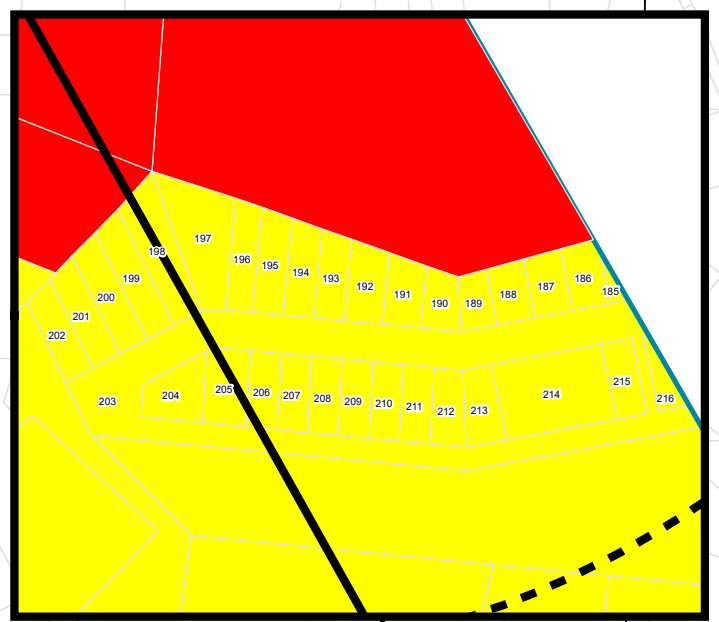
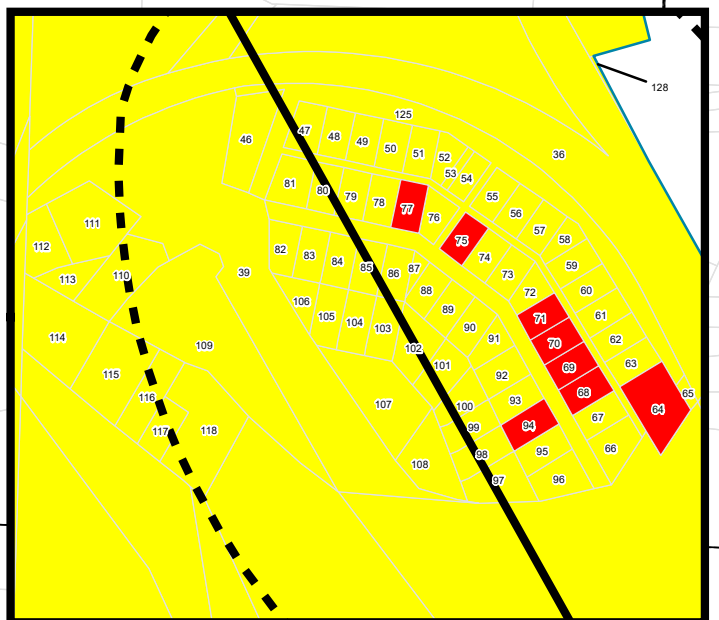
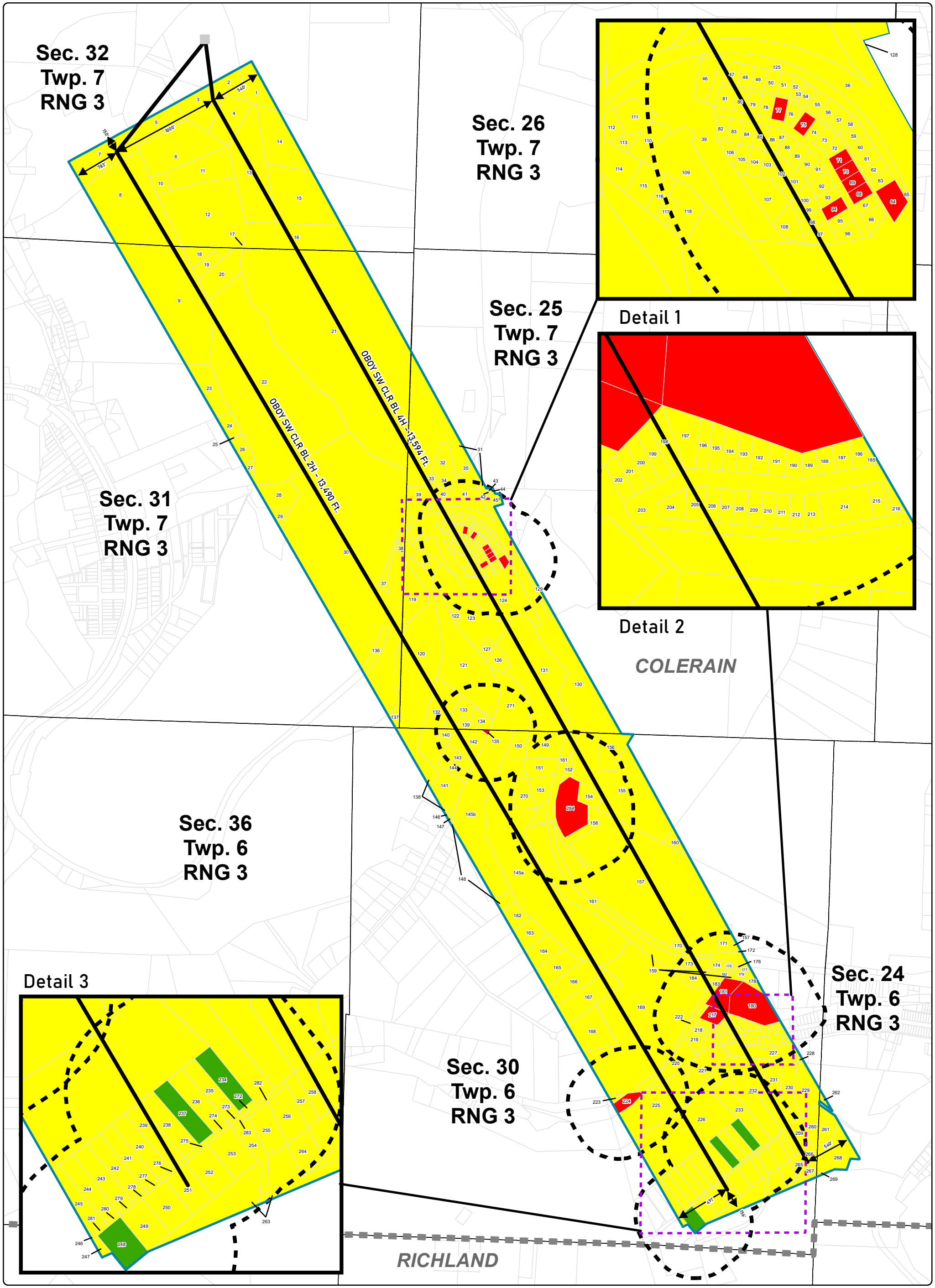
A'

POL PES BL 1P
API#: 34013208930000

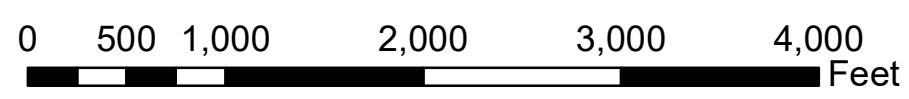


50' above Top of Utica
9702' TVD
-8518' Subsea

50' below Base of Point Pleasant
10049' TVD
-8865' Subsea



OBOY SW CLR BL Exhibit 3 Well Plat



1 INCH = 1,021 FEET

- Unit - 692.620 Ac.
- Municipal Townships
- PLSS Section
- Leased Parcels
- Unleased Parcels
- Uncommitted WI Owners
- Belmont County, Ohio
- PAD

UNIT PARCEL ACREAGE CHART:

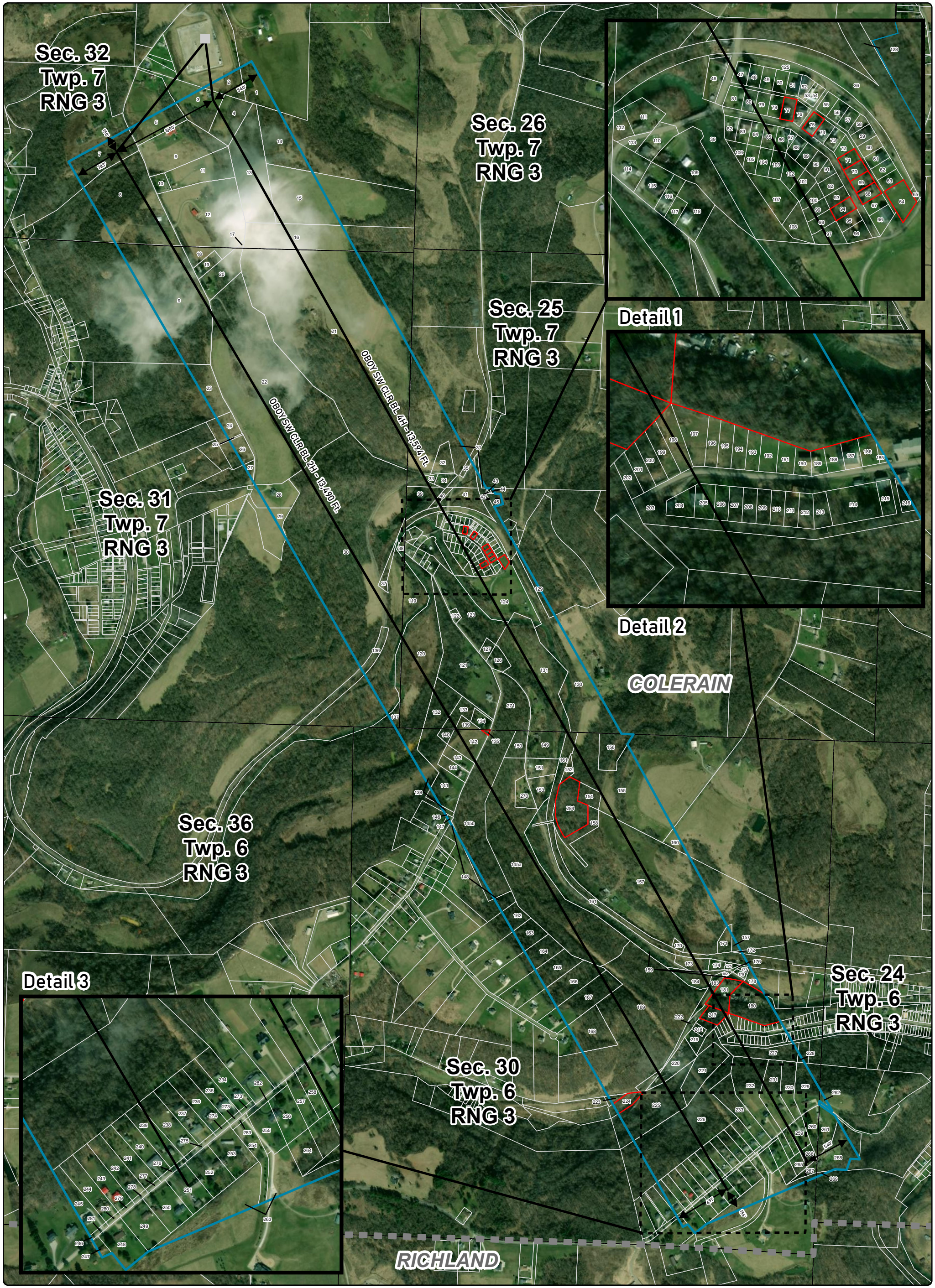
TRACT NO.	PARCEL NO.	AREA IN UNIT (ACRES)
1	03-00260.000	2.933
2	03-00273.001	2.470
3	03-00177.000	3.666
4	03-00251.000	3.352
5	03-00130.000	3.740
6	03-00264.000	7.536
7	03-00087.000	5.716
8	03-00307.000	13.907
9	03-00303.001	18.679
10	03-00042.000	0.830
11	03-00264.001	4.619
12	03-00299.000	12.240
13	03-00263.000	9.729
14	03-00248.000	5.643
15	03-00293.000	8.492
16	03-00262.000	6.055
17	03-00102.000	0.005
18	03-00671.000	2.417
19	03-00298.001	1.010
20	03-00101.000	3.166
21	03-00261.000	63.587
22	03-00254.000	41.174
23	03-00334.000	2.594
24	03-00078.000	0.942
25	03-00184.000	0.036
26	03-00147.000	0.859
27	03-00116.000	0.226
28	03-00281.001	2.354
29	03-00281.002	0.720
30	03-00281.000	56.429
31	67-00108.000	12.827
32	67-00106.000	1.343
33	67-00187.000	0.244
34	67-00188.000	0.636
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49	67-00100.000	0.098
50	67-00159.000	0.099
51	67-00055.000	0.096
52	67-00143.000	0.076
53	67-00144.000	0.026
54	67-00142.000	0.067
55	67-00051.000	0.094
56	67-00046.000	0.095
57	67-00047.000	0.097
58	67-00095.000	0.069
59	67-00096.000	0.099
60	67-00081.000	0.097
61	67-00103.000	0.098
62	67-00104.000	0.098
63	67-00105.000	0.100
64	67-00139.000	0.229
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66	67-00019.000	0.133
67	67-00179.000	0.096
68	67-00067.000	0.096
69	67-00066.000	0.092
70	67-00064.000	0.091
71	67-00082.000	0.088
72	67-00056.000	0.080
73	67-00165.000	0.096
74	67-00090.000	0.092
75	67-00052.000	0.089
76	67-00145.000	0.088
77	67-00138.000	0.096
78	67-00077.000	0.098
79	67-00076.000	0.098
80	67-00075.000	0.096
81	67-00098.000	0.131
82	67-00078.000	0.103
83	67-00079.000	0.103
84	67-00080.000	0.105
85	67-00024.000	0.105
86	67-00025.000	0.103
87	67-00026.000	0.029
88	67-00070.000	0.092
89	67-00123.000	0.098
90	67-00124.000	0.104
91	67-00125.000	0.081
92	67-00126.000	0.110
93	67-00127.000	0.099
94	67-00065.000	0.104
95	67-00022.000	0.105
96	67-00023.000	0.135
97	67-00020.000	0.170
98	67-00021.000	0.123
99	67-00128.000	0.113

100	67-00130.000	0.107
101	67-00132.000	0.142
102	67-00133.000	0.160
103	67-00087.000	0.120
104	67-00027.000	0.122
105	67-00028.000	0.121
106	67-00029.000	0.091
107	67-00129.000	0.374
108	67-00131.000	0.243
109	67-00154.000	0.946
110	67-00054.000	0.245
111	67-00069.000	0.278
112	67-00050.000	0.204
113	67-60003.000	0.106
114	67-00002.000	0.393
115	67-00164.000	0.344
116	67-00039.000	0.195
117	67-60007.000	0.103
118	67-00001.000	0.248
119	02-01028.000	2.464
120	02-01027.000	11.373
121	67-00005.000	10.899
122	67-00166.000	0.232
123	67-00181.000	5.977
124	67-00163.000	7.647
125	67-00000.000	2.460
126	67-00003.000	0.960
127	67-00004.000	0.500
128	67-00012.000	0.016
129	67-00013.000	1.817
130	67-00063.000	13.078
131	67-00032.000	13.087
132	67-00141.000	2.878
133	67-00141.001	1.410
134	67-00157.000	0.779
135	68-00097.000	0.086
136	03-00664.000	1.178
137	68-00139.000	2.216
138	68-00145.000	2.996
139	68-00137.000	4.490
140	68-00137.003	0.497
141	67-00140.000	0.426
142	68-00086.000	2.524
143	68-00137.002	0.986
144	68-00137.001	1.011
145a	68-00085.001	26.721
145b	68-00085.001	12.929
146	68-00122.000	0.032
147	68-00000.000	0.092
148	68-00138.000	0.724
149	66-00027.000	2.556
150	66-00238.000	1.032
151	66-00454.000	1.797
152	66-00457.000	0.435
153	66-00455.000	1.624
154	66-00456.000	1.140
155	66-00429.000	15.098
156	66-00341.000	2.498
157	66-00073.000	34.988
158	66-00075.000	1.885
159	66-00073.000	7.056
160	66-00429.001	0.965
161	66-00000.000	7.201
162	68-00138.017	1.194
163	68-00138.013	1.570
164	68-00138.007	1.953
165	68-00138.011	2.465
166	68-00138.014	3.260
167	68-00138.008	4.037
168	68-00138.019	3.733
169	68-00138.021	27.954
170	66-00529.000	0.285
171	66-00252.000	0.951
172	66-00443.000	0.034
173	66-00073.001	1.144
174	66-00366.000	0.550
175	66-00261.000	0.263
176	66-00394.001	0.262
177	66-00260.000	0.155
178	66-00026.000	0.471
179	66-00127.000	0.244
180	66-00393.000	3.813
181	66-00524.000	1.684
182	66-00394.000	0.192
183	66-00395.000	0.879
184	66-00000.000	1.433
185	66-00331.000	0.024
186	66-00330.000	0.096
187	66-00329.000	0.092
188	66-00210.000	0.087
189	66-00209.000	0.071
190	66-00208.000	0.082
191	66-00207.000	0.100
192	66-00206.000	0.114
193	66-00168.000	0.101
194	66-00167.000	0.110
195	66-00166.000	0.119
196	66-00165.000	0.128
197	66-00164.000	0.208
198	66-00163.000	0.217
199	66-00162.000	0.146

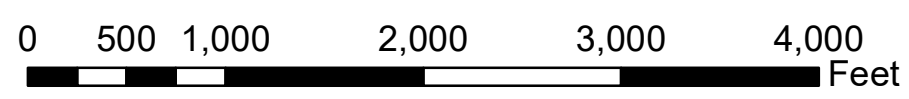
200	66-00150.000	0.134
201	66-00149.000	0.123
202	66-00145.000	0.111
203	66-00000.000	1.459
204	66-00171.000	0.119
205	66-00170.000	0.114
206	66-00169.000	0.092
207	66-00546.000	0.092
208	66-00348.000	0.092
209	66-00347.000	0.092
210	66-00346.000	0.092
211	66-00345.000	0.092
212	66-00344.000	0.107
213	66-00343.000	0.107
214	66-00320.000	0.367
215	66-00319.000	0.092
216	66-00181.000	0.028
217	66-00523.000	0.774
218	66-00397.000	0.286
219	66-00354.000	1.398
220	68-00101.001	2.171
221	66-00504.000	3.431
222	66-00396.000	1.280
223	68-00039.000	0.235
224	68-00000.000	0.837
225	68-00101.000	6.712
226	66-00123.000	13.629
227	66-00113.000	2.820
228	66-00579.000	0.065
229	66-00565.000	2.093
230	66-00115.000	2.319
231	66-00342.000	2.954
232	66-00218.000	5.874
233	68-00038.000	3.577
234	68-00084.000	0.970
235	68-00093.000	0.964
236	68-00091.000	0.959
237	68-00023.000	0.955
238	68-00026.000	0.951
239	68-00025.000	0.952
240	68-00095.000	0.953
241	68-00096.000	0.953
242	68-00010.000	0.953
243	68-00011.000	0.952
244	68-00115.000	0.952
245	68-00024.000	0.640
246	68-00000.000	0.001
247	68-00073.000	0.264
248	68-00090.000	1.000
249	68-00054.000	1.000
250	68-00064.000	0.904
251	68-00082.000	0.904
252	68-00002.000	1.000
253	68-00007.000	1.093
254	68-00021.003	0.769
255	68-00019.000	0.824
256	68-00051.000	0.788
257	68-00081.000	0.582
258	68-00047.000	0.583
259	68-00075.000	0.898
260	03-00058.000	1.430
261	66-00213.000	1.634
262	66-60016.000	0.040
263	68-00021.000	3.710
264	68-00050.000	0.601
265	68-00048.000	0.750
266	68-00076.000	0.577
267	68-00049.000	0.608
268	66-00195.001	2.289
269	66-00122.000	0.151
270	68-00085.000	1.410
271	67-00178.000	4.422
272	68-00000.000	0.050
273	68-00000.000	0.055
274	68-00000.000	0.061
275	68-00000.000	0.135
276	68-00000.000	0.136
277	68-00000.000	0.067
278	68-00000.000	0.068
279	68-00000.000	0.069
280	68-00000.000	0.069
281	68-00000.000	0.069
282	68-00000.000	0.130
283	68-00000.000	0.054
284	68-00000.000	3.874
		692.620

*INDICATES SEVERED SURFACE AND MINERAL OWNER





OBOY SW CLR BL Exhibit 4 Aerial Plat



1 INCH = 1,021 FEET

- PAD
- Unit - 692.620 Ac.
- Municipal Townships
- PLSS Section
- Tax Parcels
- Unreleased Parcels
- Belmont County, Ohio

UNIT PARCEL ACREAGE CHART:

TRACT NO.	PARCEL NO.	AREA IN UNIT (ACRES)
1	03-00260.000	2.933
2	03-00273.001	2.470
3	03-00177.000	3.666
4	03-00251.000	3.352
5	03-00130.000	3.740
6	03-00264.000	7.536
7	03-00087.000	5.716
8	03-00307.000	13.907
9	03-00303.001	18.679
10	03-00042.000	0.830
11	03-00264.001	4.619
12	03-00299.000	12.240
13	03-00263.000	9.729
14	03-00248.000	5.643
15	03-00293.000	8.492
16	03-00262.000	6.055
17	03-00102.000	0.005
18	03-00671.000	2.417
19	03-00298.001	1.010
20	03-00101.000	3.166
21	03-00261.000	63.587
22	03-00254.000	41.174
23	03-00334.000	2.594
24	03-00078.000	0.942
25	03-00184.000	0.036
26	03-00147.000	0.859
27	03-00116.000	0.226
28	03-00281.001	2.354
29	03-00281.002	0.720
30	03-00281.000	56.429
31	67-00108.000	12.827
32	67-00106.000	1.343
33	67-00187.000	0.244
34	67-00188.000	0.636
35	67-00107.000	0.285
36	03-90008.000	3.520
37	68-00000.000	0.986
38	68-00139.000	0.572
39	67-00110.000	5.161
40	67-00000.000	0.352
41	67-00110.000	2.044
42	67-60009.000	0.035
43	67-00045.000	0.030
44	67-00044.000	0.042
45	67-00184.000	0.394
46	67-60008.000	0.253
47	67-00097.000	0.108
48	67-00099.000	0.097
49	67-00100.000	0.098
50	67-00159.000	0.099
51	67-00055.000	0.096
52	67-00143.000	0.076
53	67-00144.000	0.026
54	67-00142.000	0.067
55	67-00051.000	0.094
56	67-00046.000	0.095
57	67-00047.000	0.097
58	67-00095.000	0.069
59	67-00096.000	0.099
60	67-00081.000	0.097
61	67-00103.000	0.098
62	67-00104.000	0.098
63	67-00105.000	0.100
64	67-00139.000	0.229
65	67-00000.000	0.127
66	67-00019.000	0.133
67	67-00179.000	0.096
68	67-00067.000	0.096
69	67-00066.000	0.092
70	67-00064.000	0.091
71	67-00082.000	0.088
72	67-00056.000	0.080
73	67-00165.000	0.096
74	67-00090.000	0.092
75	67-00052.000	0.089
76	67-00145.000	0.088
77	67-00138.000	0.096
78	67-00077.000	0.098
79	67-00076.000	0.098
80	67-00075.000	0.096
81	67-00098.000	0.131
82	67-00078.000	0.103
83	67-00079.000	0.103
84	67-00080.000	0.105
85	67-00024.000	0.105
86	67-00025.000	0.103
87	67-00026.000	0.029
88	67-00070.000	0.092
89	67-00123.000	0.098
90	67-00124.000	0.104
91	67-00125.000	0.081
92	67-00126.000	0.110
93	67-00127.000	0.099
94	67-00065.000	0.104
95	67-00022.000	0.105
96	67-00023.000	0.135
97	67-00020.000	0.170
98	67-00021.000	0.123
99	67-00128.000	0.113

100	67-00130.000	0.107
101	67-00132.000	0.142
102	67-00133.000	0.160
103	67-00087.000	0.120
104	67-00027.000	0.122
105	67-00028.000	0.121
106	67-00029.000	0.091
107	67-00129.000	0.374
108	67-00131.000	0.243
109	67-00154.000	0.946
110	67-00054.000	0.245
111	67-00069.000	0.278
112	67-00050.000	0.204
113	67-60003.000	0.106
114	67-00002.000	0.393
115	67-00164.000	0.344
116	67-00039.000	0.195
117	67-60007.000	0.103
118	67-00001.000	0.248
119	02-01028.000	2.464
120	02-01027.000	11.373
121	67-00005.000	10.899
122	67-00166.000	0.232
123	67-00181.000	5.977
124	67-00163.000	7.647
125	67-00000.000	2.460
126	67-00003.000	0.960
127	67-00004.000	0.500
128	67-00012.000	0.016
129	67-00013.000	1.817
130	67-00063.000	13.078
131	67-00032.000	13.087
132	67-00141.000	2.878
133	67-00141.001	1.410
134	67-00157.000	0.779
135	68-00097.000	0.086
136	03-00664.000	1.178
137	68-00139.000	2.216
138	68-00145.000	2.996
139	68-00137.000	4.490
140	68-00137.003	0.497
141	67-00140.000	0.426
142	68-00086.000	2.524
143	68-00137.002	0.986
144	68-00137.001	1.011
145a	68-00085.001	26.721
145b	68-00085.001	12.929
146	68-00122.000	0.032
147	68-00000.000	0.092
148	68-00138.000	0.724
149	66-00027.000	2.556
150	66-00238.000	1.032
151	66-00454.000	1.797
152	66-00457.000	0.435
153	66-00455.000	1.624
154	66-00456.000	1.140
155	66-00429.000	15.098
156	66-00341.000	2.498
157	66-00073.000	34.988
158	66-00075.000	1.885
159	66-00073.000	7.056
160	66-00429.001	0.965
161	66-00000.000	7.201
162	68-00138.017	1.194
163	68-00138.013	1.570
164	68-00138.007	1.953
165	68-00138.011	2.465
166	68-00138.014	3.260
167	68-00138.008	4.037
168	68-00138.019	3.733
169	68-00138.021	27.954
170	66-00529.000	0.285
171	66-00252.000	0.951
172	66-00443.000	0.034
173	66-00073.001	1.144
174	66-00366.000	0.550
175	66-00261.000	0.263
176	66-00394.001	0.262
177	66-00260.000	0.155
178	66-00026.000	0.471
179	66-00127.000	0.244
180	66-00393.000	3.813
181	66-00524.000	1.684
182	66-00394.000	0.192
183	66-00395.000	0.879
184	66-00000.000	1.433
185	66-00331.000	0.024
186	66-00330.000	0.096
187	66-00329.000	0.092
188	66-00210.000	0.087
189	66-00209.000	0.071
190	66-00208.000	0.082
191	66-00207.000	0.100
192	66-00206.000	0.114
193	66-00168.000	0.101
194	66-00167.000	0.110
195	66-00166.000	0.119
196	66-00165.000	0.128
197	66-00164.000	0.208
198	66-00163.000	0.217
199	66-00162.000	0.146

200	66-00150.000	0.134
201	66-00149.000	0.123
202	66-00145.000	0.111
203	66-00000.000	1.459
204	66-00171.000	0.119
205	66-00170.000	0.114
206	66-00169.000	0.092
207	66-00546.000	0.092
208	66-00348.000	0.092
209	66-00347.000	0.092
210	66-00346.000	0.092
211	66-00345.000	0.092
212	66-00344.000	0.107
213	66-00343.000	0.107
214	66-00320.000	0.367
215	66-00319.000	0.092
216	66-00181.000	0.028
217	66-00523.000	0.774
218	66-00397.000	0.286
219	66-00354.000	1.398
220	68-00101.001	2.171
221	66-00504.000	3.431
222	66-00396.000	1.280
223	68-00039.000	0.235
224	68-00000.000	0.837
225	68-00101.000	6.712
226	66-00123.000	13.629
227	66-00113.000	2.820
228	66-00579.000	0.065
229	66-00565.000	2.093
230	66-00115.000	2.319
231	66-00342.000	2.954
232	66-00218.000	5.874
233	68-00038.000	3.577
234	68-00084.000	0.970
235	68-00093.000	0.964
236	68-00091.000	0.959
237	68-00023.000	0.955
238	68-00026.000	0.951
239	68-00025.000	0.952
240	68-00095.000	0.953
241	68-00096.000	0.953
242	68-00010.000	0.953
243	68-00011.000	0.952
244	68-00115.000	0.952
245	68-00024.000	0.640
246	68-00000.000	0.001
247	68-00073.000	0.264
248	68-00090.000	1.000
249	68-00054.000	1.000
250	68-00064.000	0.904
251	68-00082.000	0.904
252	68-00002.000	1.000
253	68-00007.000	1.093
254	68-00021.003	0.769
255	68-00019.000	0.824
256	68-00051.000	0.788
257	68-00081.000	0.582
258	68-00047.000	0.583
259	68-00075.000	0.898
260	03-00058.000	1.430
261	66-00213.000	1.634
262	66-60016.000	0.040
263	68-00021.000	3.710
264	68-00050.000	0.601
265	68-00048.000	0.750
266	68-00076.000	0.577
267	68-00049.000	0.608
268	66-00195.001	2.289
269	66-00122.000	0.151
270	68-00085.000	1.410
271	67-00178.000	4.422
272	68-00000.000	0.050
273	68-00000.000	0.055
274	68-00000.000	0.061
275	68-00000.000	0.135
276	68-00000.000	0.136
277	68-00000.000	0.067
278	68-00000.000	0.068
279	68-00000.000	0.069
280	68-00000.000	0.069
281	68-00000.000	0.069
282	68-00000.000	0.130
283	68-00000.000	0.054
284	68-00000.000	3.874
		692.620

*INDICATES SEVERED SURFACE AND MINERAL OWNER



EXHIBIT 5: ENGINEERING CALCULATIONS

Unitized OBOY SW CLR BL

Well Name	Lateral Length (ft.)	Gross Capital (\$M)	Undiscounted Value (\$M)	PV 10 (\$M)	Gross Residue Gas (MMcf)	Gross Processed NGLs (Mbbbls)	Gross Ultimate Oil (Mbo)	Gross Reserves (Mmcfe)
OBOY SW CLR BL 2H	13,490	\$ 8,157	\$ 32,130	\$ 14,663	31,140	-	-	31,140
OBOY SW CLR BL 4H	13,594	\$ 8,196	\$ 32,416	\$ 14,833	31,380	-	-	31,380
Total	27,084	\$ 16,353	\$ 64,546	\$ 29,496	62,520	-	-	62,520

Non-Unitized OBOY SW CLR BL

Well Name	Lateral Length (ft.)	Gross Capital (\$M)	Undiscounted Value (\$M)	PV 10 (\$M)	Gross Residue Gas (MMcf)	Gross Processed NGLs (Mbbbls)	Gross Ultimate Oil (Mbo)	Gross Reserves (Mmcfe)
OBOY SW CLR BL 2H	8,276	\$ 6,750	\$ 17,230	\$ 7,202	19,100	-	-	19,100
OBOY SW CLR BL 4H	7,843	\$ 6,735	\$ 15,892	\$ 6,514	18,100	-	-	18,100
Total	16,119	\$ 13,485	\$ 33,122	\$ 13,716	37,200	-	-	37,200

Difference

Well Name	Lateral Length (ft.)	Gross Capital (\$M)	Undiscounted Value (\$M)	PV 10 (\$M)	Gross Residue Gas (MMcf)	Gross Processed NGLs (Mbbbls)	Gross Ultimate Oil (Mbo)	Gross Reserves (Mmcfe)
OBOY SW CLR BL 2H	-5,214	\$ (1,407)	\$ (14,900)	\$ (7,461)	-12,040	-	-	-12,040
OBOY SW CLR BL 4H	-5,751	\$ (1,461)	\$ (16,524)	\$ (8,319)	-13,280	-	-	-13,280
Total	-10,965	\$ (2,868)	\$ (31,424)	\$ (15,780)	(25,320)	-	-	(25,320)
%Δ	-40.49%	-17.54%	-48.68%	-53.50%	-40.50%			-40.50%

Lease Operating Expenses - First Five Years - Unitization

Well Name	Variable Op Cost Oil (\$M)	Variable Op Cost Gas (\$M)	Variable Op Cost Water (\$M)	Fixed Op Cost (\$M)	Total Op Cost (\$M)
OBOY SW CLR BL 2H	\$ -	\$ 306.26	\$ 368.82	\$ 185.43	\$ 860.51
OBOY SW CLR BL 4H	\$ -	\$ 308.62	\$ 371.70	\$ 185.43	\$ 865.75
Total	\$ -	\$ 614.89	\$ 740.52	\$ 370.85	\$ 1,726.27

Operating Costs

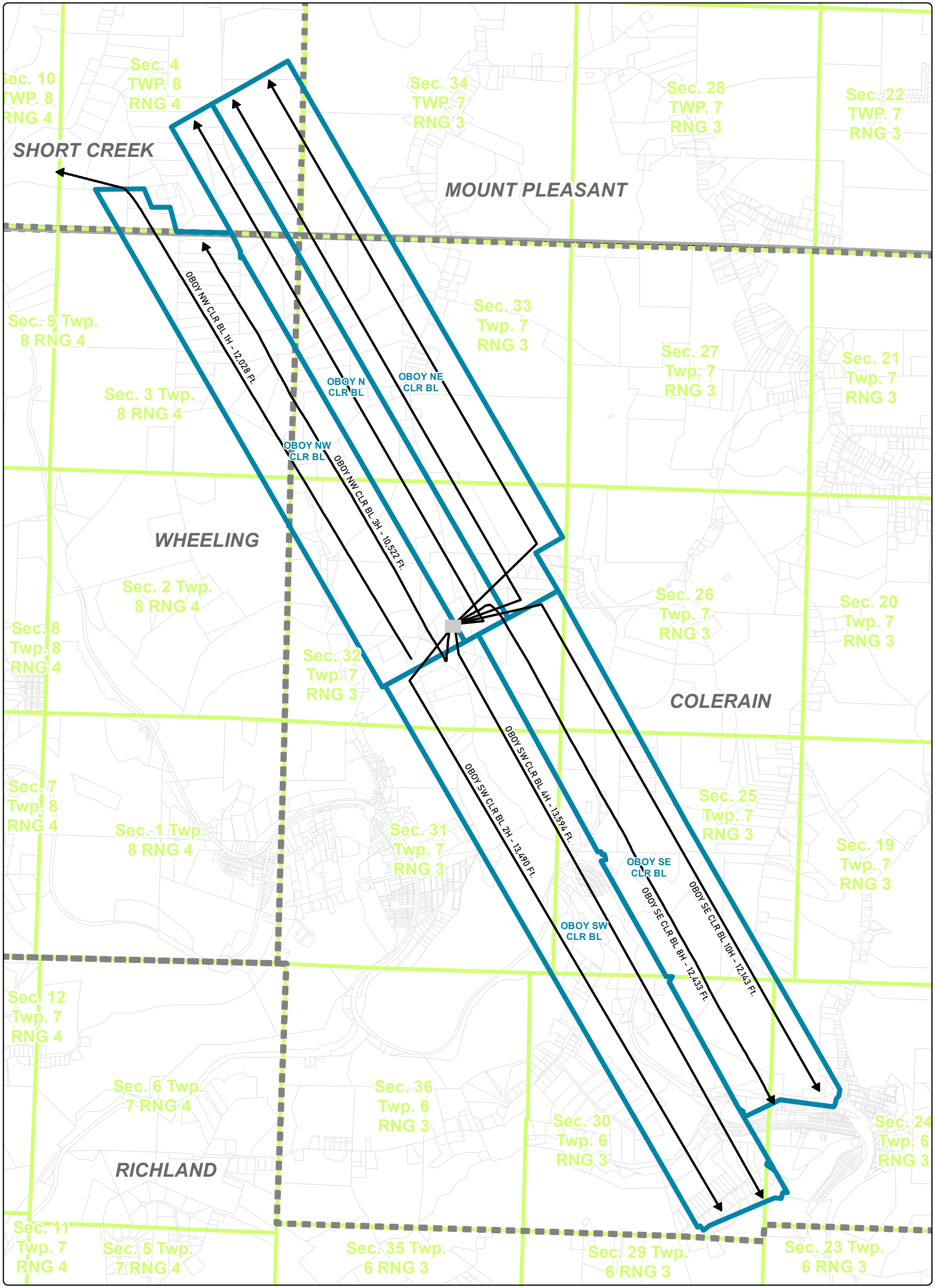
Variable Oil (\$/bbl)	\$	-
Variable Gas (\$/Mcf)	\$	0.02
Variable Water (\$/bbl)	\$	4.57
Fixed Op Costs (\$/Month)	\$	3,090

Lease Operating Expenses - First Five Years - Non-Unitization

Well Name	Variable Op Cost Oil (\$M)	Variable Op Cost Gas (\$M)	Variable Op Cost Water (\$M)	Fixed Op Cost (\$M)	Total Op Cost (\$M)
OBOY SW CLR BL 2H	\$ -	\$ 187.89	\$ 226.55	\$ 185.43	\$ 599.87
OBOY SW CLR BL 4H	\$ -	\$ 178.06	\$ 214.49	\$ 185.43	\$ 577.98
Total	\$ -	\$ 365.95	\$ 441.04	\$ 370.85	\$ 1,177.84

06/30/2020 Strip Price

Year	Gas Price (\$/mcf)
2021	\$1.99
2022	\$2.61
2023	\$2.43
2024	\$2.38
2025	\$2.39
2026	\$2.40
2027	\$2.43
2028	\$2.44
2029	\$2.49
2030	\$2.59
2031	\$2.68
2032	\$2.79
LIFE	\$2.90



OBOY SW CLR BL

Exhibit 6 Adjacent Units



NAD 1927 StatePlane Ohio South FIPS 3402

0 800 1,600 3,200 4,800 6,400 Feet

1 INCH = 1,667 FEET






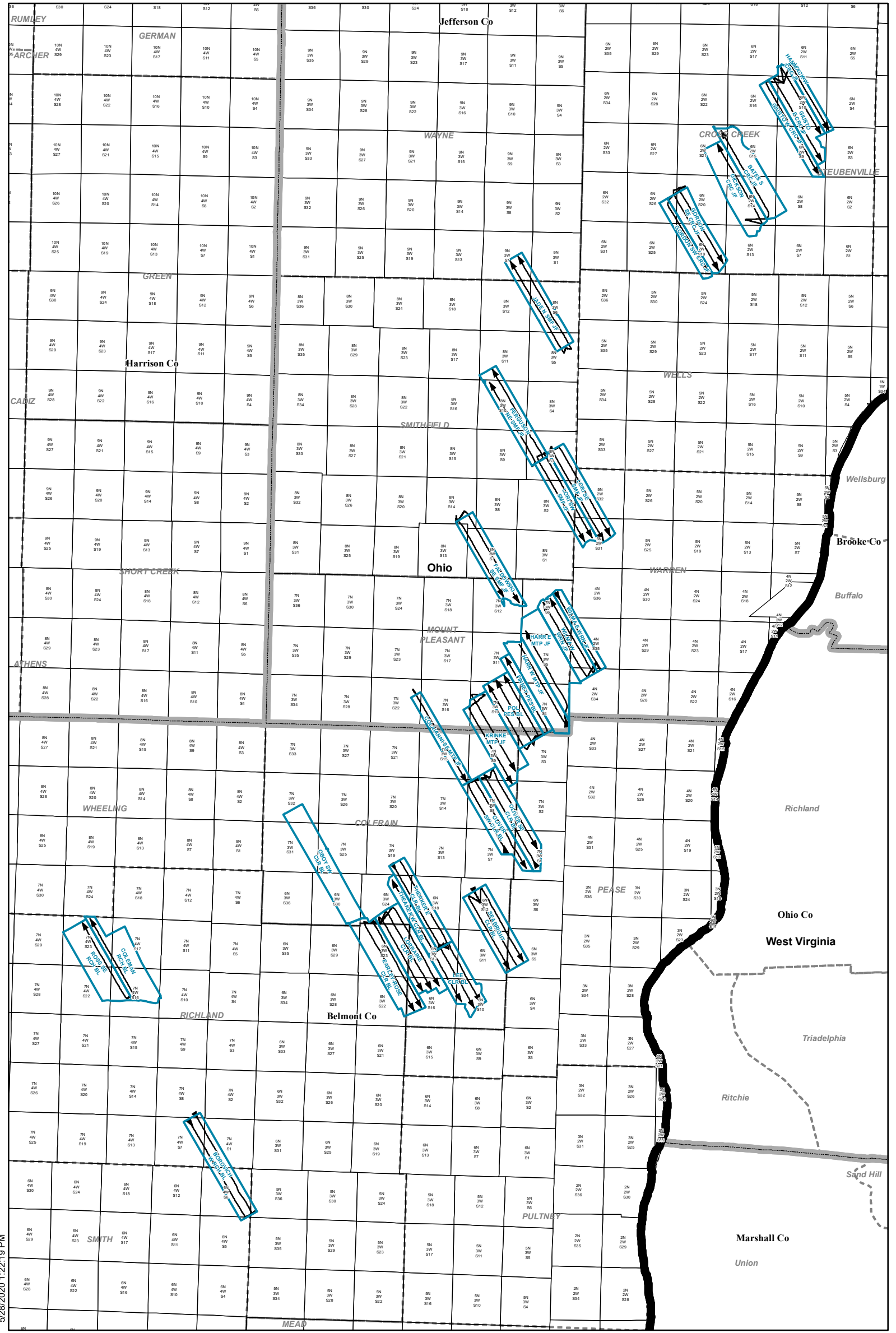
-  PAD
-  Working Units
-  Municipal Townships
-  PLSS Section
-  Tax Parcels

EXHIBIT 7**Oboy SW CLR BL Unit – Reserve Calculations Wells**

WELL NAME	API NO.	LATERAL LENGTH (ft.)	PROD. START DATE	DISTANCE FROM UNIT(mi.)
BATES S CRC JF 5H	34081207230000	10,079	11/10/2017	15
BOROVICH W RCH BL 1H	34013211500000	11,540	11/29/2017	5
BOROVICH W RCH BL 3H	34013211700000	11,652	11/29/2017	5
COLAIANNI SE MTP JF 6H	34081207510000	10,604	1/30/2019	3
COLEMAN RCH BL 1H	34013210300000	9,364	8/10/2016	4
DICKSON CRC JF 3H	34081207220000	9,434	11/10/2017	15
EARLEY-ROSE CLR BL 10H	34013210950000	10,078	5/31/2017	1
EARLEY-ROSE CLR BL 8H	34013210990000	10,539	8/5/2018	1
FALDOWSKI SE SMF JF 4H	34081207940000	9,325	6/10/2019	6
FALDOWSKI SE SMF JF 6H	34081207950000	10,671	6/10/2019	6
FERGUSON NE SMF JF 5H	34081207100000	9,431	5/17/2018	8
FERGUSON NE SMF JF 7H	34081207110000	10,429	5/17/2018	8
FINNEY PES BL 1H	34013209380000	8,675	1/25/2017	5
GIUSTO E CRC JF 4H	34081207170000	9,781	7/2/2018	17
GIUSTO E CRC JF 6H	34081207180000	7,845	7/5/2018	17
GIUSTO W CRC JF 2H	34081207160000	10,885	7/2/2018	17
GORDON SE CRC JF 4H	34081207680000	9,199	1/13/2019	13
GORDON SE CRC JF 6H	34081207540000	8,771	1/12/2019	13
GORDON SW CRC JF 2H	34081207660000	8,151	1/12/2019	13
HAMMACK W CRC JF 8H	34081207270000	7,752	7/2/2018	17
HARR E MTP JF 5H	34081207020000	8,503	1/3/2018	5
HARR W MTP JF 3H	34081207030000	9,728	1/4/2018	5
JADE N SMF JF 1H	34081207980000	10,726	6/25/2019	11
JADE N SMF JF 3H	34081207970000	10,725	6/25/2019	11
KRINKE MTP JF 2H	34081205720000	8,971	7/12/2017	4
KRINKE MTP JF 4H	34081205730000	8,780	7/11/2017	4
LEE CLR BL 2H	34013210840000	5,905	9/24/2018	2
LEE CLR BL 4H	34013210870000	7,178	9/24/2018	2
LEE CLR BL 6H	34013210590000	6,969	5/31/2017	2
LORI SE SMF JF 6H	34081207910000	11,013	6/15/2019	8
LORI SE SMF JF 8H	34081207920000	10,491	6/12/2019	8
LORI SW SMF JF 2H	34081207890000	9,729	6/15/2019	8
LORI SW SMF JF 4H	34081207900000	9,730	6/15/2019	8
LORRAINE CLR BL 2H	34013210800000	8,671	5/31/2017	1
LORRAINE CLR BL 4H	34013210980000	9,198	8/5/2018	1
LORRAINE CLR BL 6H	34013211000000	9,301	8/5/2018	1
OLIVER SE CLR BL 6H	34013210940000	11,049	8/19/2017	3
OLIVER SE CLR BL 8H	34013211930000	9,150	8/25/2017	3
OLIVER SW CLR BL 2H	34013211030000	7,718	8/19/2017	3
OLIVER SW CLR BL 4H	34013210930000	10,599	8/28/2017	3
POL PES BL 1H	34013208930100	7,382	1/24/2017	5
POL PES BL 3H	34013208940000	7,361	1/29/2017	5
POL PES BL 5H	34013208950000	7,055	1/30/2017	5
ROSS SE RCH BL 11H	34013210310000	9,033	8/10/2016	5
SEABRIGHT CLR BL 2H-A	34013211340000	8,623	6/9/2017	2
SEABRIGHT CLR BL 4H	34013210830000	8,729	6/9/2017	2
SEABRIGHT CLR BL 6H	34013210820000	8,616	6/9/2017	2
THEAKER E CLR BL 3H	34013213290000	9,900	9/24/2018	1
THEAKER E CLR BL 5H	34013213300000	10,131	9/27/2018	1

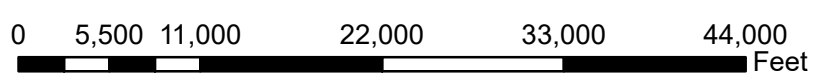
THEAKER W CLR BL 1H	34013213280000	8,545	9/26/2018	1
WILMA E WRN JF 5H	34081206660000	9,075	10/3/2017	7
WILMA W WRN JF 1H	34081206640000	8,854	10/3/2017	6
WILMA W WRN JF 3H	34081206650000	8,822	10/3/2017	6



5/28/2020 1:22:19 PM



OBOY SW CLR BL Reserve Calculations Plat



Legend
 → Producing
 Exhibit 7b

NAD 1927 StatePlane Ohio South FIPS 3402

1 INCH = 11,617 FEET

Exhibit 8b Global Contact Log

Oboy SW CLR BL Unitization Application Dated 7/27/2020

Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address
64	67-00139.000	Vacant	Robert Poncel	25914 86th Ave. Bellerose, NY 11426
1/28/2020	Mail - Broker mailed disclosure forms and a cover letter to Robert L. Poncel.			
2/3/2020	Phone Call - Broker attempted to call Robert, but there was no answer.			
2/5/2020	Phone Call - Robert called broker regarding the letter broker sent and he requested more information, so broker explained the mineral interest. Robert confirmed Theodore Poncel Sr. is deceased and did not have a Will. All his interest in the property should have gone to him, his brother Theodore Jr., and his mother, Margaret Poncel. Robert states he will discuss leasing with the family and decide how to			
2/10/2020	Phone Call - Robert Poncel called broker to request a conference call with broker and Theodore tomorrow afternoon.			
2/11/2020	Phone Call - Broker called Robert and Theodore to discuss the property. Robert and Theodore agreed to review leases and confirmed mailing addresses for them and Margaret.			
2/17/2020	Mail - Broker mailed lease packets and affidavits of heirship to Robert, Theodore, and Margaret.			
3/3/2020	Phone Call - Broker called Robert and left a voicemail.			
3/4/2020	Phone Call - Robert called broker and left a voicemail stating he and his family are reviewing the lease and will be in touch within a few days.			
3/18/2020	Phone Call - Broker called Robert Poncel and left a voicemail.			
5/27/2020	Phone Call - Broker called Robert Poncel and left a voicemail.			
6/4/2020	Mail - ARU mailed final offer letter to Robert, Theodore, and Margaret.			
6/17/2020	Phone Call - Theodore called broker and states they put the lease on hold due to everything going on globally, and the recent passing of their mother, Margaret. Theodore states they received the final offer letter from ARU, and they would sign the lease. Broker states he will mail updated leases when they determine how to handle Margaret's interest.			
6/18/2020	Phone Call - Broker called Theodore to let him know broker will send updated leases to Theodore and Robert. Broker also requests a copy of Margaret's death certificate and an Affidavit of Heirship.			

Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address
64	67-00139.000	Vacant	Theodore Poncel, Jr.	4730 59th St. Apt. 4F Woodside, NY 11377
1/8/2020	Mail - Broker mailed disclosure forms and a cover letter to Theodore Poncel Jr.			
1/27/2020	Phone Call - Broker called Theodore Poncel Jr. A woman answered and confirmed it was the Theodore Poncel residence, so broker left a message with the woman who answered.			
1/31/2020	Phone Call - Broker called Theodore Poncel Jr. and left a voicemail.			
2/3/2020	Phone Call - Broker called Theodore, but the number was not working.			
2/3/2020	Mail - Broker mailed a letter to Theodore.			
2/11/2020	Phone Call - Broker called Robert and Theodore to discuss the property. Robert and Theodore agreed to review leases and confirmed mailing addresses for them and Margaret.			
2/17/2020	Mail - Broker mailed lease packets and affidavits of heirship to Robert, Theodore, and Margaret.			
6/4/2020	Mail - ARU mailed final offer letter to Robert, Theodore, and Margaret.			
6/17/2020	Phone Call - Theodore called broker and states they put the lease on hold due to everything going on globally, and the recent passing of their mother, Margaret. Theodore states they received the final offer letter from ARU, and they would sign the lease. Broker states he will mail updated leases when they determine how to handle Margaret's interest.			
6/18/2020	Phone Call - Broker called Theodore to let him know broker will send updated leases to Theodore and Robert. Broker also requests a copy of Margaret's death certificate and an Affidavit of Heirship.			
Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address
64	67-00139.000	Vacant	Margarette Poncel	4730 59th St. Apt. 4F Woodside, NY 11377
1/8/2020	Mail - Broker mailed disclosure forms and a cover letter to Theodore Poncel Jr., son of Margaret Poncel.			
1/27/2020	Phone Call - Broker called Theodore Poncel Jr., son of Margaret Poncel. A woman answered and confirmed it was the Theodore Poncel residence, so broker left a message with the woman who answered.			

1/28/2020	Mail - Broker mailed disclosure forms and a cover letter to Robert L. Poncel, son of Margaret Poncel.
1/31/2020	Phone Call - Broker called Theodore Poncel Jr. and left a voicemail.
2/3/2020	Phone Call - Broker attempted to call Robert, but there was no answer.
2/3/2020	Phone Call - Broker called Theodore, but the number was not working.
2/3/2020	Mail - Broker mailed a letter to Theodore.
2/5/2020	Phone Call - Robert called broker regarding the letter broker sent and he requested more information, so broker explained the mineral interest. Robert confirmed Theodore Poncel Sr. is deceased and did not have a Will. All his interest in the property should have gone to him, his brother Theodore Jr., and his mother, Margaret Poncel. Robert states he will discuss leasing with the family and decide how to proceed.
2/10/2020	Phone Call - Robert Poncel called broker to request a conference call with broker and Theodore tomorrow afternoon.
2/11/2020	Phone Call - Broker called Robert and Theodore to discuss the property. Robert and Theodore agreed to review leases and confirmed mailing addresses for them and Margaret.
2/17/2020	Mail - Broker mailed lease packets and affidavits of heirship to Robert, Theodore, and Margaret.
3/3/2020	Phone Call - Broker called Robert and left a voicemail.
3/4/2020	Phone Call - Robert called broker and left a voicemail stating he and his family are reviewing the lease and will be in touch within a few days.
3/18/2020	Phone Call - Broker called Robert Poncel and left a voicemail.
5/27/2020	Phone Call - Broker called Robert Poncel and left a voicemail.
6/4/2020	Mail - ARU mailed final offer letter to Robert, Theodore, and Margaret.
6/17/2020	Phone Call - Theodore called broker and states they put the lease on hold due to everything going on globally, and the recent passing of their mother, Margaret. Theodore states they received the final offer letter from ARU, and they would sign the lease. Broker states he will mail updated leases when they determine how to handle Margaret's interest.
6/18/2020	Phone Call - Broker called Theodore to let him know broker will send updated leases to Theodore and Robert. Broker also requests a copy of Margaret's death certificate and an Affidavit of Heirship.

Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address
68	67-00067.000	Residential	Kenneth Eugene Garan	70716 Crescent Road St. Clairsville, OH 43950
69	67-00066.000	Residential		
70	67-00064.000	Vacant		
94	67-00065.000	Vacant		

8/28/2018	Field Visit - Broker met with Kenneth Garan and reviewed a lease packet. Kenneth said he would sign if the rest of his family signed.
9/13/2018	Field Visit - Broker attempted field visit to Kenneth Garan; no answer.
9/17/2018	Phone Call - Broker called Kenneth and discussed lease terms. Kenneth stated that he is not interested and would call Broker if he changes his mind.
10/18/2018	Field Visit - Broker met with Kenneth's sisters, Margy and Lucinda. Margy and Lucinda told Broker that Kenneth does not want to sign.
11/6/2018	Phone Call - Broker called Kenneth. Kenneth said he was busy and hung up on Broker.
11/13/2018	Phone Call - Broker called Kenneth Garan and left a voicemail.
11/21/2018	Phone Call - Broker called Kenneth and was unable to leave a voicemail.
12/18/2018	Mail - Broker mailed a lease packet and letter to Kenneth Garan.
1/10/2019	Email - Broker emailed Kenneth Garan regarding leasing.
1/17/2019	Phone Call - Broker called Kenneth Garan and left a voicemail.
1/24/2019	Phone Call - Broker called Kenneth Garan and left a voicemail.
2/4/2019	Phone Call - Broker called Kenneth Garan and left a voicemail.
2/18/2019	Phone Call - Broker called Kenneth Garan and left a voicemail.
2/19/2019	Mail - Broker mailed a lease packet to Jami Lyn Garan, wife of Kenneth.
3/14/2019	Phone Call - Broker called Kenneth and was unable to leave a voicemail.
3/21/2019	Phone Call - Broker called Kenneth and was unable to leave a voicemail.
3/28/2019	Field Visit - Broker met with Kenneth Garan. He is worried about earning too much income and losing disability benefits. Broker asked if he would sign a lease with Oboy SW parcels only. Kenneth said yes.
4/9/2019	Field Visit - Broker drove to Kenneth's house. No one was home.
4/10/2019	Phone Call / Mail - Broker called and was unable to leave a voicemail for Kenneth. Broker mailed new lease packet with only Oboy SW parcels listed.
4/18/2019	Phone Call / Field Visit - Broker called Kenneth; no answer. Broker visited Kenneth's house; no answer.

4/23/2019	Field Visit - Broker attempted field visit to Kenneth Garan; no answer.
4/23/2019	Phone Call - Broker called Kenneth Garan and left a voicemail.
5/1/2019	Phone Call - Broker called Kenneth Garan and left a voicemail.
5/9/2019	Phone Call - Broker called Kenneth Garan and left a voicemail.
5/10/2019	Mail - Broker mailed a landman disclosure form to Kenneth Garan.
5/16/2019	Field Visit - Broker attempted field visit to Kenneth Garan; no answer.
5/22/2019	Phone Call - Broker called Kenneth and was unable to leave a voicemail.
5/30/2019	Phone Call - Broker called Kenneth Garan and left a voicemail.
6/6/2019	Field Visit - Broker attempted field visit to Kenneth Garan; no answer.
6/13/2019	Field Visit - Broker attempted to meet with Kenneth. His daughter was outside and informed broker that Kenneth was sick but would let him know about the visit.
6/20/2019	Phone Call - Kenneth called Broker and said that he is not going to sign a lease.
9/10/2019	Phone Call - Broker called Kenneth Garan and left a voicemail.
9/12/2019	Field Visit - Broker attempted field visit to Kenneth Garan; no answer.
9/16/2019	Mail - Broker mailed a landman disclosure form to Kenneth Garan.
9/25/2019	Phone Call - Broker called Kenneth Garan and left a voicemail.
10/10/2019	Phone Call - Broker called Kenneth Garan and left a voicemail.
11/18/2019	Phone Call - Broker called Kenneth and was unable to leave a voicemail.
12/2/2019	Phone Call - Broker called Kenneth and was unable to leave a voicemail.
12/17/2019	Phone Call - Broker called Kenneth and was unable to leave a voicemail.
1/17/2020	Phone Call - Broker called Kenneth and was unable to leave a voicemail.

1/23/2020	Mail - Broker mailed a landman disclosure form and letter to Kenneth Garan.			
1/31/2020	Phone Call - Broker called Kenneth and discussed leasing. Kenneth will look at a new lease.			
3/2/2020	Mail - Broker mailed a new lease packet to Kenneth.			
3/12/2020	Phone Call - Broker called Kenneth Garan and left a voicemail.			
3/18/2020	Phone Call - Broker called Kenneth Garan and left a voicemail.			
4/2/2020	Phone Call - Broker called Kenneth Garan and left a voicemail.			
4/8/2020	Phone Call - Broker called Kenneth Garan and left a voicemail.			
4/24/2020	Phone Call - Broker called Kenneth Garan and left a voicemail.			
5/6/2020	Phone Call - Broker called Kenneth and was unable to leave a voicemail.			
5/13/2020	Phone Call - Broker called Kenneth and was unable to leave a voicemail.			
5/27/2020	Phone Call - Broker called Kenneth and was unable to leave a voicemail.□			
6/4/2020	Mail - ARU mailed final offer letter to Kenneth Garan.			
Tract Number	Parcel Number(s)	Land Use	Unleased Mineral Owner	Address
68	67-00067.000	Residential	Lucinda Jo Garan Tirpak	71322 South Sharon Road Bridgeport, OH 43912
69	67-00066.000	Residential		
70	67-00064.000	Vacant		
94	67-00065.000	Vacant		
4/18/2018	Phone Call - Broker called Lucinda and left a voicemail.			
4/23/2018	Field Visit - Broker visited Lucinda's house; no answer. Broker left a lease packet.			
5/11/2018	Field Visit - Broker visited Lucinda's house; no answer. Broker left a lease packet.			
6/27/2018	Phone Call - Broker called Lucinda and was unable to leave a voicemail.			

7/10/2018	Phone Call - Broker called Lucinda and was unable to leave a voicemail.
7/13/2018	Mail - Broker mailed a letter via certified mail to Lucinda; later returned as undeliverable.
8/1/2018	Field Visit - Broker visited Lucinda's house; no answer.
8/28/2018	Field Visit / Phone Call - Broker visited Lucinda's house; no answer. Broker spoke with Thomas, Lucinda's brother, about Lucinda's availability.
8/31/2018	Field Visit - Broker visited Lucinda's house; no answer.
9/4/2018	Field Visit - Broker visited Lucinda's house; no answer.
9/13/2018	Phone Call - Broker called Lucinda and was unable to leave a voicemail.
9/17/2018	Phone Call / Field Visit - Broker called Lucinda; no answer. Broker visited Lucinda's house; no answer.
9/18/2018	Field Visit - Broker met with Lucinda about leasing. Lucinda wanted to consult Attorney Hank Shramm.
10/1/2018	Phone Call - Broker called Lucinda and left a voicemail.
10/3/2018	Phone Call - Broker called Lucinda and left a voicemail.
10/10/2018	Phone Call - Broker called Lucinda and was unable to leave a voicemail.
10/18/2018	Field Visit - Broker met with Lucinda to go over the lease and terms that were added by Attorney Hank Shramm. Lucinda would not sign now, but states she will sign later.
10/30/2018	Phone Call - Broker called Lucinda and was unable to leave a voicemail.
11/9/2018	Phone Call - Broker called Lucinda; no answer.
11/9/2018	Phone Call - Lucinda called Broker. Lucinda wants to meet to sign at a later date.
11/12/2018	Phone Call - Broker called Lucinda and left a voicemail.
11/16/2018	Phone Call - Broker called Lucinda and left a voicemail.
11/19/2018	Phone Call - Broker called Lucinda and left a voicemail.
11/20/2018	Field Visit - Broker met with Lucinda, who signed the lease. Broker still needs her husband, David Tirpak, to sign.

11/20/2018	Phone Call - Broker called Taylor Tirpak, Lucinda's daughter, in attempt to obtain contact information for David Tirpak; no answer.
11/21/2018	Phone Call - Taylor Tirpak called Broker. Taylor provided David Tirpak's phone number.
11/21/2018	Phone Call - Broker called David Tirpak. David asked Broker to send lease packet in the mail.
11/28/2018	Phone Call - Broker called David Tirpak to ask if he had reviewed the lease. David is not ready to sign.
12/3/2018	Phone Call - Broker called David Tirpak. David indicates he is not signing anything, and is not interested.
12/17/2018	Phone Call - Broker called Lucinda and left a voicemail.
12/17/2018	Phone Call - Lucinda called Broker. Broker informed Lucinda about David's decision not to sign.
12/27/2018	Phone Call - Broker called David; no answer.
1/7/2019	Phone Call - Broker spoke with David. David refused to sign lease.
1/17/2019	Phone Call - Broker called Lucinda to ask for help getting David to sign. They are not on good terms.
1/24/2019	Phone Call - Broker called David. David does not want to sign until consulting with a friend.
2/4/2019	Phone Call - Broker called David. David does not want to sign.
2/25/2019	Phone Call - Broker called David and was unable to leave a voicemail.
3/6/2019	Phone Call - Broker called David and was unable to leave a voicemail.
3/15/2019	Phone Call - Broker called David and was unable to leave a voicemail.
3/21/2019	Phone Call - Broker called David and was unable to leave a voicemail.
5/22/2019	Phone Call - Broker called David and was unable to leave a voicemail.
9/16/2019	Mail - Broker mailed a landman disclosure form to Lucinda.
9/16/2019	Mail - Broker mailed a landman disclosure form to David.
11/18/2019	Phone Call - Broker called Lucinda; no answer. Broker called David. David does not want to sign.

1/17/2020	Phone Call - Broker called Lucinda's relatives, Thomas Garan, Jr. and his wife, to try and locate a new phone number for Lucinda.			
1/23/2020	Mail - Broker mailed disclosure and letter to David and Lucinda.			
2/28/2020	Phone Call - Broker called Lucinda; no answer.			
3/2/2020	Field Visit - Broker attempted visit with Lucinda; no answer.			
3/4/2020	Field Visit - Broker attempted visit with Lucinda; no answer.			
3/4/2020	Mail - Broker mailed a new lease, contact letter and disclosure to Lucinda.			
3/9/2020	Mail - Broker mailed another copy of the new lease, contact letter and disclosure to Lucinda.			
3/12/2020	Phone Call - Broker called Lucinda and discussed the issue about needing David to sign the lease to release his dower interest.			
4/3/2020	Phone Call - Broker called David Tirpak and went over the lease. David said he will look at the lease later.			
4/3/2020	Phone Call - Broker called Lucinda and left a voicemail.			
4/8/2020	Phone Call - Broker called Lucinda and left a voicemail.			
5/27/2020	Mail - Broker mailed a new lease, contact letter and disclosure to Lucinda.			
5/27/2020	Mail - Broker mailed a new lease, contact letter and disclosure to David.			
5/27/2020	Phone Call - Broker called David Tirpak and was unable to leave a voicemail.			
5/27/2020	Phone Call - Broker called Lucinda Tirpak and left a voicemail.			
6/4/2020	Mail - ARU mailed final offer letters to Lucinda and David Tirpak.			
Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address
71	67-00082.000	Residential	James M. Johnson and wife, Ellen Marie Johnson	4449 Highland Ave. Shadyside, OH 43937

12/12/2016	Phone Call – Broker called James and Erinn Johnson, but the number was disconnected.
2/3/2017	Field Visit – Broker made field visit to the residence of James and Erinn Johnson at 3844 Leona Ave., Shadyside, OH 43947. There was no answer, so broker left a business card and note.
2/16/2017	Phone Call – Broker called the Johnsons and left a voicemail.
3/14/2017	Phone Call – Broker called the Johnsons and left a voicemail.
4/4/2017	Phone Call – Broker called the Johnsons, but no one answered.
4/26/2017	Phone Call - Broker attempted to call the Johnsons at multiple phone numbers, but none were in service.
4/27/2017	Field Visit - Broker made field visit to the residence of the Johnsons, but no one was home. Broker spoke with a neighbor who confirmed that James Johnson lives at the property, but Erinn lives in West Virginia. Broker left a business card and letter for James.
5/22/2017	Phone Call - Broker called Erinn Rynkivich, former spouse of James Johnson, who confirms that James re-married and states he moved to 3844 Leona Ave., Shadyside, OH 43947. Erinn is unsure who owns the property after the divorce.
5/24/2017	Field Visit - Broker made field visit to the address of James Johnson, 3844 Leona Ave., Shadyside, OH 43947. No one was home, so broker left a business card.
5/25/2017	Social Media - Broker sent James a message via Facebook messenger discussing oil and gas lease.
6/12/2017	Field Visit - Broker attempted field visit with James Johnson at 3844 Leona Ave., Shadyside, OH 43947. Broker spoke with a neighbor who informed broker that James had moved in with his new wife, Ellen. Broker visited the home of James and Ellen at 305 Central Ave., Shadyside, OH 43947, but no one was home, so broker left a business card and letter.
6/16/2017	Phone Call - James Johnson called Broker and discussed leasing. Broker explained that due to the small acreage, the total offer would be under \$500.00. James states he will not sign for that amount.
8/21/2017	Phone Call - Broker called James Johnson and left a voicemail.
3/19/2018	Field Visit – Broker attempted field visit with James Johnson at 305 Central Ave., Shadyside, OH 43947, but no one was home. Broker spoke with a neighbor, who stated James Johnson moved and provided the name of James Johnson's workplace.
3/19/2018	Phone Call – Broker called James Johnson at his workplace. The person who answered said to call back in 15 minutes. When broker called back, the person who answered said James Johnson went home, and that James Johnson wants to know what the call is about.
3/23/2018	Field Visit – Broker visited James Johnson at workplace. James states he is unaware of owning any interest in the property, and when he got divorced, he let the bank take the property because he could not afford it.
4/20/2018	Field Visit / Phone Call – Broker attempted field visit with James Johnson at his workplace, but he was not there. Broker called James Johnson and left a message.
4/23/2018	Field Visit – Broker met with James Johnson, who states he does not know how he owns the property, but that broker can prepare a lease and he would sign it.
4/25/2018	Phone Call – Broker called James, who states he has the divorce decree where he receives the house and property, but that he needs to find it.
5/1/2018	Phone Call – Broker called James at his workplace. James states that his wife has the divorce papers, and set up an appointment to meet broker.

5/3/2018	Field Visit – Broker met with James Johnson at his residence. James appears to have a 50% interest per the Divorce Decree. James agreed to meet next week to sign a lease.
5/9/2018	Field Visit – Broker met with James at his residence. He decided not to sign the lease because he would have to share 50% with his ex-wife, and the bonus would not be enough to pay property taxes.
6/5/2018	Field Visit – Broker attempted field visit at James Johnson at his workplace, but he was not there.
6/7/2018	Field Visit – Broker met James Johnson at his workplace. James states he will talk to his ex-wife, Erinn. He will make an appointment with broker next week at James' house.
6/11/2018	Field Visit – Broker met with James Johnson at his residence. His new wife, Ellen, was unavailable, so he will meet broker later.
6/19/2018	Field Visit – Broker met with James and Ellen Johnson and explained that the bonus amount will pay off the taxes on the property. James states he will think about leasing.
6/26/2018	Field Visit – Broker spoke with James Johnson at his workplace. James states he has been busy, but that he will speak with his wife, Ellen, and call back.
7/6/2018	Field Visit – Broker met with James Johnson and asked him to set an appointment.
7/9/2018	Phone Call – Broker called James Johnson to set up an appointment.
7/10/2018	Phone Call – James Johnson called broker requesting that broker drop off a copy of the lease at his workplace.
7/12/2018	Field Visit – Broker met with James Johnson at his residence and discussed leasing. James wants to talk it over with his wife, Ellen, again.
7/19/2018	Field Visit - Broker met with James Johnson at his residence and discussed leasing. His new wife, Ellen, has changed her mind and does not want to be included on the lease.
7/24/2018	Field Visit - Broker met with James at his workplace, but he has not changed his decision to refuse signing a lease.
8/6/2018	Phone Calls - Broker called James several times and left a voicemail.
8/10/2018	Field Visit - Broker met with James at his residence. James said they were not interested in leasing, but gave broker contact information for his ex-wife, Erinn.
9/11/2018	Field Visit - Broker visited the house of Ellen (current wife of James) at 305 Central Ave., Shadyside, OH 43947, but there was no one home. Broker left a card.
9/26/2018	Field Visit - Broker visited James at his workplace. James states he is still not interested, but he will contact his ex-wife, Erinn.
11/14/2018	Phone Call - Broker called James at his workplace. James states he spoke with Erinn and she said she would call broker. James states he will call Erinn again.
2/6/2019	Field Visit - Broker met with James and Ellen and discussed leasing. They insisted they do not have ownership, and prefer not to be involved with James' ex-wife, Erinn.
3/4/2019	Phone Call - Broker called James Johnson and left a message.

3/5/2019	Phone Call - Broker called James Johnson and left a message.			
4/15/2019	Mail - Broker mailed a lease packet to James and Ellen Johnson.			
4/23/2019	Phone Call - Broker called James Johnson and left a message.			
4/29/2019	Mail - Broker mailed James Johnson disclosure forms.			
5/1/2019	Phone Call - Broker called James Johnson and left a message.			
5/9/2019	Phone Call - Broker called James Johnson and left a message.			
5/16/2019	Field Visit - Broker visited James Johnson at his residence. Vehicles were in the driveway and people were talking inside the house, but no one answered, so broker left a business card.			
5/22/2019	Phone Call - Broker called James Johnson and left a message.			
5/23/2019	Field Visit - Broker attempted a field visit with James Johnson, but there was no answer, so broker left a business card.			
5/24/2019	Field Visit - Broker attempted a field visit with James Johnson, but there was no answer, so broker left a business card.			
5/28/2019	Field Visit - Broker attempted a field visit with James Johnson, but there was no answer, so broker left a business card.			
5/28/2019	Phone Call - Broker called James Johnson and left a message.			
5/30/2019	Phone Call - Broker called James Johnson and left a message.			
6/3/2019	Field Visit - Broker met with James Johnson and his wife, Ellen, at his residence. James states that they received a letter from a mortgage company stating they owe \$8,000 on a mortgage for the subject property. Accordingly, James and Ellen would sign a lease for \$8,000. They state the house on the subject property was flooded, and the insurance company did not pay the claim. The Johnsons are not residing on the subject property or paying the mortgage on the property. They state if the lease does not pay \$8,000, then they are not going to sign anything until everything is sorted out.			
6/4/2020	Mail - ARU mailed final offer letter to James and Ellen Johnson.			
Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address
71	67-00082.000	Residential	Erinn E. Rynkievich and husband, Stewart Rynkievich	3 Lava Ave. Wheeling, WV 26003

12/12/2016	Phone Call – Broker called James and Erinn Johnson (now known as Erinn Rynkievich), but the number was disconnected.
2/3/2017	Field Visit – Broker made field visit to the residence of James and Erinn Johnson at 3844 Leona Ave., Shadyside, OH 43947. There was no answer, so broker left a business card and note.
2/16/2017	Phone Call – Broker called the Johnsons and left a voicemail.
3/14/2017	Phone Call – Broker called the Johnsons and left a voicemail.
4/4/2017	Phone Call – Broker called the Johnsons, but no one answered.
4/26/2017	Phone Call - Broker attempted to call the Johnsons at multiple phone numbers, but none were in service.
4/27/2017	Field Visit - Broker made field visit to the Johnsons, but no one was home. Broker spoke with a neighbor who confirmed that James Johnson lives at the property, but Erinn lives in West Virginia.
5/22/2017	Phone Call - Broker called Erinn Rynkievich, former spouse of James Johnson, who confirms that James re-married and moved to a new address. Erinn is unsure who owns the property after the divorce.
4/25/2018	Phone Call – Broker called and spoke with James Johnson. James said he has the divorce decree where he received the house and property, but he needs to find it.
6/7/2018	Field Visit – Broker met James Johnson at his workplace. James states he will talk to his ex-wife, Erinn. He will make an appointment with broker next week at James' house.
8/10/2018	Field Visit - Broker met with James. James said they were not interested in leasing, but gave broker contact information for his ex-wife, Erinn.
8/10/2018	Field Visit - Broker attempted field visit with Erinn at her residence, but she was not home.
8/13/2018	Field Visit / Phone Call - Broker made field visit to Erinn at her residence, but she was not home. Broker called Erinn and left a voicemail.
8/30/2018	Phone Calls - Broker called Erinn, but the number was not in service. Broker called James Johnson, who states he will contact Erinn to request she contact broker.
9/26/2018	Field Visit - Broker visited James Johnson at his workplace. James states he is still not interested in leasing, but he will contact his ex-wife, Erinn.
10/2/2018	Phone Call - Broker called Erinn and left a voicemail.
10/4/2018	Field Visit / Phone Call - Broker attempted field visit with Erinn at her residence, but there was no answer. Broker called Erinn, but she did not answer.
10/12/2018	Field Visit / Phone Call - Broker attempted field visit with Erinn at her residence, but there was no answer. Broker called Erinn and left a voicemail.
10/21/2018	Field Visit - Broker attempted field visit with Erinn at her residence, but there was no answer.
10/24/2018	Phone Call - Broker called Erinn and left a voicemail.

11/5/2018	Phone Calls - Broker called Erinn several times, but there was no answer.
11/7/2018	Field Visit - Broker attempted field visit with Erinn at her residence, but there was no answer.
11/14/2018	Phone Call - Broker called Erinn, but there was no answer.
11/14/2018	Phone Call - Broker called James Johnson at his workplace. James states he spoke with Erinn, who stated she would call broker. James states he will call Erinn again.
11/20/2018	Phone Call - Broker called Erinn and left a voicemail.
12/4/2018	Phone Call - Broker called Erinn and left a voicemail.
12/19/2018	Field Visit - Broker attempted field visit with Erinn, but there was no answer.
12/19/2018	Phone Call - Broker called Erinn and left a voicemail.
12/28/2018	Phone Call - Broker called Erinn and left a voicemail.
1/7/2019	Field Visit - Broker attempted field visit with Erinn, but there was no answer, so broker left a business card.
1/25/2019	Phone Call - Broker called Erinn and left a voicemail.
2/5/2019	Phone Call - Broker called Erinn and left a voicemail.
2/6/2019	Field Visit - Broker met with James Johnson and his wife, Ellen. They prefer not to be involved with James' ex-wife, Erinn. They insist they do not own the property.
2/19/2019	Field Visit - Broker met with Erinn's spouse, Stewart Rynkievich, and discussed leasing and ownership. Stewart provided broker with additional contact information for Erinn.
3/5/2019	Phone Call - Broker called Erinn and left a voicemail.
3/12/2019	Phone Call - Broker called Erinn and left a voicemail.
3/12/2019	Field Visit - Broker visited Erinn at her residence. Erinn does not understand how she or James still own the property.
4/16/2019	Mail - Broker mailed a lease packet to Erinn and Stewart Rynkievich.
4/23/2019	Phone Call - Broker called Erinn and left a voicemail.
4/29/2019	Mail - Broker mailed disclosures to Erinn.

5/1/2019	Phone Call - Broker called Erinn and left a voicemail.			
5/9/2019	Phone Call - Broker called Erinn and left a voicemail.			
5/20/2019	Field Visit - Broker met with Erinn and Stewart and discussed leasing. Erinn has questions relating to real estate taxes on the property and how payment of the taxes would be divided between her and her ex-husband, James Johnson. Erinn states she will try to convince her ex-husband, James Johnson, to contact broker.			
6/19/2019	Phone Call - Erinn called broker and states she has been made aware of debt on the subject property that is in the name of her ex-husband, James Johnson, only. She states she is reluctant to sign now because she has incentive to not own the property due to the debt. She states James Johnson told her a long time ago that she would not receive an interest in the subject property. She tells broker that she will try to locate the divorce records.			
6/4/2020	Mail - ARU mailed final offer letter to Erinn Rynkievich.			
Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address
75	67-00052.000	Residential	Marjorie E. Leasure (fka Marjorie E. Dombroski)	114 Gaywood Dr. St. Clairsville, OH 43950
1/20/2017	Field Visit - Broker visited the property intending to discuss leasing with Margaret Dombroski. The daughter of Margaret Dombroski, Marjorie Leasure, was at the property. She states Margaret Dombroski is deceased and the property belongs to her and Margaret's other children. Broker discussed leasing and Marjorie Leasure rejected the offer, stating she wants more money.			
1/24/2017	Phone Call - Broker called and spoke with Marjorie Leasure. Marjorie wants the same offer as her neighbor, and scheduled an appointment.			
1/30/2017	Phone Call - Broker called Marjorie Leasure to confirm appointment. Marjorie stated she was not interested and is not signing anything. She states she will not be persuaded.			
2/21/2017	Phone Call - Broker called Marjorie Leasure, who states she is not interested in leasing and asked not to be contacted.			
8/21/2017	Phone Call - Broker called Marjorie Leasure, who stated she is not interested.			
11/17/2017	Field Visit - Broker met with Marjorie, who said she has been bothered too much and she is not interested.			
3/5/2018	Field Visit - Broker stopped by the property. Marjorie shut the door and would not speak to Broker.			
6/26/2018	Field Visit - Broker stopped by the property, but there was no answer.			
7/12/2018	Field Visit - Broker stopped by the property, but there was no answer.			
7/17/2018	Field Visit - Broker stopped by the property, but there was no answer.			
7/24/2018	Field Visit - Broker stopped by the property, but there was no answer.			

8/2/2018	Field Visit - Broker stopped by the property, but there was no answer.			
8/9/2018	Field Visit - Broker stopped by the property, but there was no answer, so broker left a business card.			
8/13/2018	Field Visit - Broker stopped by the property, but there was no answer.			
10/4/2018	Field Visit - Broker stopped by the property, but there was no answer.			
10/8/2018	Phone Call - Broker called Marjorie Leasure and left a message.			
10/9/2018	Field Visit - Broker stopped by the property, but there was no answer.			
10/12/2018	Field Visit - Broker stopped by the property. A woman answered, said she could not discuss it right now, and shut door.			
10/22/2018	Field Visit - Broker stopped by the property, but there was no answer.			
11/1/2018	Mail - Broker mailed letter regarding leasing to Marjorie Leasure.			
11/7/2018	Field Visit - Broker stopped by the property, but there was no answer.			
11/14/2018	Phone Call - Broker called Marjorie, but there was no answer.			
11/20/2018	Phone Call - Broker called Marjorie Leasure and left a message.			
12/3/2018	Phone Call - Broker called Marjorie Leasure and left a message.			
12/21/2018	Phone Call - Broker called Marjorie Leasure, who states she is not interested in leasing at all.			
4/17/2020	Phone Call - Broker called Marjorie Leasure and left a message.			
4/30/2020	Phone Call - Broker called Marjorie Leasure, who is not interested in leasing and hung up the phone on broker.			
6/4/2020	Mail - ARU mailed final offer letter to Marjorie Leasure.			
Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address

77	67-00138.000	Residential	Debbie Lynn Makris, f/k/a Debbie Richards, and husband, William J. Makris	8484 Hazelton-Etna Road SW Pataskala, OH 43062
5/29/2020	Phone Call - Broker called Debbie Lynn Makris and discussed leasing and delinquent property taxes on the parcel. Debbie states she is agreeable to leasing and having lease money paid to the County to reduce the delinquent property taxes.			
6/2/2020	Mail - Broker mailed a lease and payment directive to Debbie Lynn Makris.			
Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address
135	68-00097.000	Vacant	Edward P. Schlicher	71000 Crescent Road St. Clairsville, OH 43950
5/28/2020	Phone Call - Broker called Edward P. Schlicher and left a voicemail.			
5/28/2020	Phone Call - Edward returned broker's call and spoke about his willingness to lease. Edward gave broker his email address. Broker told Edward he would send him a disclosure form for Edward to complete.			
6/5/2020	Phone Call - Broker called Edward and left a voicemail requesting a signed disclosure form.			
6/8/2020	Email - Broker emailed Edward requesting a signed disclosure form.			
6/8/2020	Email - Edward emailed broker stating he has not been in contact because he was out of town. Edward states he will contact broker shortly.			
6/11/2020	Email - Edward emailed broker the signed disclosure form. Broker emailed Edward a lease.			
6/15/2020	Phone Call - Broker called Edward to confirm he received the lease. Edward states he is at work and has not had a chance to check his email, so he will check today.			
6/16/2020	Email - Edward emailed broker inquiring why both of his parcels are not included in the lease. Broker replied that one of his parcels was extended under a previous lease, so it does not need to be included in the new lease.			
6/17/2020	Phone Call - Attorney Ed Sustersic called broker and discussed Schlicher's lease. Sustersic requests a higher royalty.			
6/18/2020	Email - Broker emailed Sustersic the updated lease.			
Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address

180	66-00393.000	Residential	Elizabeth Lou Blair and husband, Raymond Reul Blair, heirs of Mary E. Keevert, deceased	31 Woodlee Rd. Brightview Baldwin Park, Apt. 311 Staunton, VA 24401
4/20/2020	Phone Call - Broker called Mark Blair, son of Elizabeth Blair. Mark said to mail a lease packet to his house. Mark states that he assists his parents, who are in an assisted living home.			
4/23/2020	Mail - Broker mailed a lease packet to Mark Blair.			
5/13/2020	Phone Call - Broker called and left a voicemail for Mark Blair.			
5/29/2020	Phone Call - Broker called and left a voicemail for Mark Blair.			
6/1/2020	Text - Broker received text from Mark Blair stating his parents are in quarantine and unable to sign.			
6/4/2020	Mail - ARU mailed final offer letter to Elizabeth Blair.			
Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address
180	66-00393.000	Residential	Chaney Scott Keevert and wife, Dawn Renee Keevert ,heirs of Mary E. Keevert, deceased	717 Cypress St. Teague, TX 75860
4/17/2020	Phone Call - Broker called landowner regarding leasing and left a voicemail.			
4/23/2020	Mail - Broker mailed a lease packet to Chaney Scott Keevert.			
5/13/2020	Phone Call - Broker called landowner regarding leasing and left a voicemail.			
6/1/2020	Phone Call - Broker called landowner regarding leasing and left a voicemail.			
6/4/2020	Mail - ARU mailed final offer letter to Chaney Keevert.			
Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address

180	66-00393.000	Residential	Karen Sue Kielman and husband, Charles Kielman, heirs of Mary E. Keevert, deceased	6 Oak Pl. Angleton, TX 77515
4/17/2020	Phone Call - Broker called Karen Kielman to discuss leasing and left a voicemail.			
4/20/2020	Phone Call - Broker called Karen Kielman to discuss leasing and left a voicemail.			
4/23/2020	Mail - Broker mailed a lease packet to Karen Kielman.			
5/13/2020	Phone Call - Broker called Karen Kielman, who confirms receipt of the lease. She states her husband is sick and they anticipate signing the lease next week.			
6/1/2020	Phone Call - Broker called Karen Kielman, who states she is working on signing the lease and will have it completed soon.			
6/4/2020	Mail - ARU mailed final offer letter to Karen Kielman.			
Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address
180 181 217 284	66-00393.000 66-00524.000 66-00523.000 66-00000.000	Residential Residential Vacant Unknown	Unknown Heirs of Violet Keevert, Deceased	Unknown
9/2017 - 3/2019	Between September 2017 and March 2019, Broker made field visits and phone calls to living relatives and conducted heirship research regarding Violet Keevert, deceased, to determine the identity of the mineral owners. Broker researched the following sources: Probate Court of Belmont County, Ohio; Recorder's Office of Belmont County, Ohio; Ancestry.com; beenverified.com; birkenhoerdt.net; familysearch.org; findagrave.com; genealogybank.com; legacy.com; newspapers.com; peoplefinders.com; whitepages.com; census records; Social Security Death Index; and newspaper archives. Research did not conclusively validate the identity of heirs or devisees of Violet Keevert, deceased.			
Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address
224	66-00000.000	Unknown	The Barton Coal Company	Unknown
-	In 1918, The Barton Coal Company was conveyed the parcel by WD 216/200. No further conveyance was found out of Barton Coal Company. As of 1932, it appears The Barton Coal Company no longer exists, per Ohio Secretary of State records. Two instruments are found executed by the Barton Coal Company, being Right of Way 53/52 and Warranty Deed 251/348, neither of which appear to affect subject parcel. These documents describe names associated with Barton Coal Company as A.W. Dean, President (in 1927), D.W. Luttsinger, Secretary (in 1927), and John M. Sherman, Vice President (in 1923). These names were indexed forward and no conveyances of subject parcel were found filed of record.			

Tract Number	Parcel Number(s)	Land Use	Unleased Landowner	Address
234 237 238	68-00084.000 68-00023.000 68-00090.000	Residential	Gulfport Appalachia, LLC Attn: Bill Eischeid	300 Quail Springs Parkway Oklahoma City, OK 73134
1/2019 -7/2020	Ascent Resources - Utica, LLC ("Ascent") and Gulfport Appalachia, LLC ("GPOR") have been in ongoing communications regarding Ascent's plans for developing Tracts 234, 237 and 238. Ascent and GPOR have entered into a Lease Exchange Agreement and three Amended Exchange Agreements which include the subject acreage. This agreement is expected to close by the end of September, 2020.			

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS RESOURCES MANAGEMENT**

In re the Matter of the Application of Ascent :
Resources – Utica, LLC for Unit Operation :
: :
: :
Oboy SW CLR BL Unit :

DUE DILIGENCE AFFIDAVIT

I, Lindsey Fixley, being first duly cautioned and sworn, do hereby affirm and state as follows:

1. Affiant is competent to testify on the matters contained in this affidavit.
2. Affiant, Lindsey Fixley, is employed at Ascent Resources – Utica, LLC and is responsible for managing field brokers, negotiating lease acquisitions, and handling title matters for operations in the Utica Shale in support of Ascent Resources – Utica, LLC's development program.
3. Affiant has the authority to sign this affidavit on behalf of Ascent Resources – Utica, LLC.
4. Pursuant to Ohio Revised Code § 1509.28, Ascent Resources – Utica, LLC is filing an application with the Chief of the Division of Oil and Gas Resources Management ("DOGRM") requesting an order authorizing Ascent Resources – Utica, LLC to operate the Unitized Formation and applicable land area, identified as the Oboy SW CLR BL Unit ("Application"). The Oboy SW CLR BL Unit is located in Belmont County, Ohio, and as a unit of an entire pool or part thereof consists of two hundred and eighty-four (284) separate tracts of land covering approximately 692.620 acres.
5. As a function of Affiant's job duties, Affiant, or persons under Affiant's direction or supervision, has personal knowledge of the matters set forth in this affidavit. Further, Affiant, or persons under Affiant's direction or supervision, has reviewed all documents which reflect Ascent Resources – Utica, LLC's efforts to identify and locate mineral interest owners within the proposed unit.
6. Affiant attests that Ascent Resources – Utica, LLC exercised reasonable due diligence to identify all mineral interest owners within the proposed unit and ascertain their current addresses prior to filing its Application with DOGRM. These efforts included performing title work, including reviewing court records, marriage and birth records, death records, and county auditor tax records, and utilizing electronic resources (e.g., telephone and address listings, heirship research). Affiant further attests that where it was not reasonably possible or practicable to identify all of the mineral interest owners' identities or addresses, Ascent Resources – Utica, LLC will provide notice by publication of a hearing scheduled pursuant to R.C. 1509.28.
7. Affiant further attests that, to the best of its knowledge and belief, the names and addresses of mineral interest owners it provided to DOGRM were accurate at the time Affiant filed its Application with DOGRM.
8. Affiant understands that the DOGRM is relying on the statements and representations contained in this Affidavit to verify that Ascent Resources – Utica, LLC has acted using ordinary standards of due diligence to identify and locate mineral interest owners for tracts contained within the proposed unit. Further Ascent Resources – Utica, LLC understands DOGRM expects Ascent Resources – Utica, LLC to provide to DOGRM updated mineral interest owner information, if any, as soon as is practicable, and understands that updated information may result in a new or rescheduled unitization hearing.
9. Nothing in this Affidavit shall constitute a waiver of right in law or equity by the DOGRM or Ascent Resources – Utica, LLC.

10. Affiant states that the above statements are true and accurate to the best of Affiant's knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT,

ASCENT RESOURCES – UTICA, LLC

By: Lindsey Fixley
Lindsey Fixley

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Sworn to and subscribed before me this 28th day of July, 2020,
by Lindsey Fixley.

Emily Little
Notary Public

My commission expires: 8/13/22



**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS RESOURCES MANAGEMENT**

In re the Matter of the Application of :
Ascent Resources – Utica, LLC for :
Unit Operation :
: :
Oboy SW CLR BL Unit :


WORKING INTEREST OWNER APPROVAL

Ascent Resources – Utica, LLC ("Applicant") has prepared and/or filed an application asking the Chief of the Division of Oil and Gas Resources Management to issue an order authorizing Applicant to operate the Oboy SW CLR BL Unit, located in Belmont County, Ohio, and consisting of two hundred eighty-four (284) separate tracts of land covering approximately 692.620 acres, according to the Unit Plan attached thereto (the "Application").

Applicant is an owner (as that term is defined in Ohio Revised Code § 1509.01(K)) in two hundred seventy-three (273) tracts of land covering approximately 658.057 net acres contained in the Oboy SW CLR BL Unit, or 95.009790% of the lands in the unit, all as more specifically described on attached Exhibit 1.

Applicant hereby approves, and supports the making of, the Application, including without limitation the Unit Plan attached thereto, and acknowledges receipt of full and true copies thereof.

Ascent Resources – Utica, LLC

By: 
Kade R. Smith
Attorney-in-Fact

Date: 7/28/2020

Exhibit 1

<u>Tract Number</u>	<u>Mineral Owner</u>	<u>Net Mineral Acres</u>	<u>Tax Map Parcel ID</u>
1	Gateway Royalty III, LLC	2.933	03-00260.000
2	Joseph Oboy	2.347	03-00273.001
3	Melissa A. Howell, aka Melissa A. Eaton	3.666	03-00177.000
4	Melissa A. Howell, aka Melissa A. Eaton	3.352	03-00251.000
5	Tobianne Dean	3.740	03-00130.000
6	Joshua R. Sloan	7.536	03-00264.000
7	Edward Bassa, Jr.	5.430	03-00087.000
8	Karl Sikole and wife, Mary Sikole, as survivorship tenants	13.907	03-00307.000
9	Karl Sikole and wife, Mary Sikole, as survivorship tenants	18.679	03-00303.001
10	Matthew W. Frankovich and wife, Wendy S. Frankovich, as survivorship tenants	0.830	03-00042.000
11	Matthew W. Frankovich and wife, Wendy S. Frankovich, as survivorship tenants	4.619	03-00264.001
12	Eric M. Traczyk and wife, Jamie L. Traczyk, as survivorship tenants	12.240	03-00299.000
13	Martin Libertosky, heir of Tony Libertowski and Rosy Libertowski, deceased	1.332	03-00263.000
13	Stephen F. Libertosky, Jr., heir of Tony Libertowski and Rosy Libertowski, deceased	1.332	03-00263.000
13	Anthony Charles, heir of Tony Libertowski and Rosy Libertowski, deceased	0.666	03-00263.000
13	Wallace Libertowski, heir of Tony Libertowski and Rosy Libertowski, deceased	0.666	03-00263.000
13	Joseph Kuberacki, heir of Tony Libertowski and Rosy Libertowski, deceased	0.444	03-00263.000
13	Shirley Piechowski, heir of Tony Libertowski and Rosy Libertowski, deceased	0.444	03-00263.000
13	The Ann L. Shelter Revocable Living Trust, UAD 12/17/2002	0.444	03-00263.000
13	Lillian Johns, heir of Tony Libertowski and Rosy Libertowski, deceased	0.444	03-00263.000
13	Veronica Burns, heir of Tony Libertowski and Rosy Libertowski, deceased	0.444	03-00263.000
13	Theodore Kuberacki, heir of Tony Libertowski and Rosy Libertowski, deceased	0.444	03-00263.000
13	Rose M. Ziembra, a single woman, heir of Tony Libertowski and Rosy Libertowski, deceased	0.203	03-00263.000
13	Matilda Dubiel, heir of Tony Libertowski and Rosy Libertowski, deceased	0.203	03-00263.000
13	Luella Libertosky, heir of Tony Libertowski and Rosy Libertowski, deceased	1.332	03-00263.000
13	Stella Puskarich, heir of Tony Libertowski and Rosy Libertowski, deceased	1.332	03-00263.000
14	Siltstone Resources, LLC	2.822	03-00248.000
14	Gateway Royalty III, LLC	2.259	03-00248.000
14	Siltstone Resources II, LLC	0.563	03-00248.000
15	Steve Libertosky, Jr. and wife, Leslie M. Libertosky, as survivorship tenants	8.492	03-00293.000
16	Stephen F. Libertosky, Jr.	6.055	03-00262.000
17	Douglas J. Manion	0.003	03-00102.000
17	Karen M. Foltz	0.003	03-00102.000
18	Eric M. Traczyk and wife, Jamie L. Traczyk, as survivorship tenants	2.417	03-00671.000
19	Brookfield Energy, LLC	1.010	03-00298.001
20	Douglas J. Manion	1.583	03-00101.000
20	Karen M. Foltz	1.583	03-00101.000

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21	Stephen F. Libertosky, Jr.	63.587	03-00261.000
22	Capstone Holding Company	41.174	03-00254.000
23	Joan E. Evick	2.594	03-00334.000
24	Capstone Holding Company	0.942	03-00078.000
25	Steven J. Shrieve	0.012	03-00184.000
25	Robert James Shrieve	0.012	03-00184.000
25	Dorothy J. Herndon, HTTA Dorothy J. Herdon	0.012	03-00184.000
26	Capstone Holding Company	0.859	03-00147.000
27	Capstone Holding Company	0.226	03-00116.000
28	Capstone Holding Company	2.354	03-00281.001
29	Capstone Holding Company	0.720	03-00281.002
30	Capstone Holding Company	56.429	03-00281.000
31	GeoFlo, LLC	12.827	67-00108.000
32	Krulock Coal Company, Inc.	1.343	67-00106.000
33	Jeannette M. Yanssens	0.244	67-00187.000
34	Jeannette M. Yanssens	0.636	67-00188.000
35	Krulock Coal Company, Inc.	0.285	67-00107.000
36	CSX Transportation, Inc.	3.520	03-90008.000
37	CSX Transportation, Inc.	0.986	68-00000.000
38	Robert P. Posock, aka Robert Posock	0.114	68-00139.000
38	Melissa J. Starkey and husband, Timothy A. Starkey	0.458	68-00139.000
39	GeoFlo, LLC	5.161	67-00110.000
40	CSX Transportation, Inc.	0.352	67-00000.000
41	GeoFlo, LLC	2.044	67-00110.000
42	Heritage Resources - Utica Minerals, LLC	0.033	67-60009.000
43	Carole C. Masse, HTTA Carol C. Masse	0.030	67-00045.000
44	Carole C. Masse, HTTA Carol C. Masse	0.042	67-00044.000
45	Keena Marie Uresti and husband, Michael R. Uresti, as survivorship tenants	0.394	67-00184.000
46	Wiley E. Myers	0.127	67-60008.000
46	Wiley Phillips	0.127	67-60008.000
47	Jeffrey L. Fisher, Sr. and Mariel B. Fisher, as survivorship tenants	0.108	67-00097.000
48	Jeffrey L. Fisher, Sr. and Mariel B. Fisher, as survivorship tenants	0.097	67-00099.000
49	Jeffrey L. Fisher, Sr. and Mariel B. Fisher, as survivorship tenants	0.098	67-00100.000
50	Mariel B. Fisher and Jeffrey L. Fisher, Sr., as survivorship tenants	0.099	67-00159.000
51	Mark Cuiksa	0.096	67-00055.000
52	William McGarry, Jr.	0.076	67-00143.000
53	Mark Cuiksa	0.026	67-00144.000
54	Mark Cuiksa	0.067	67-00142.000
55	Carol A. Davies	0.094	67-00051.000
56	Carol A. Davies	0.095	67-00046.000
57	Carol A. Davies	0.097	67-00047.000
58	205, LLC	0.069	67-00095.000
59	205, LLC	0.099	67-00096.000
60	Wesley Neal and wife, Angel Neal	0.097	67-00081.000
61	Michael G. Shreve and wife, Reba M. Shreve	0.098	67-00103.000
62	Michael G. Shreve and wife, Reba M. Shreve	0.098	67-00104.000
63	Michael G. Shreve and wife, Reba M. Shreve	0.100	67-00105.000
64	Michael G. Shreve and wife, Reba M. Shreve	0.182	67-00139.000
65	The Belmont County Board of Commissioners	0.127	67-00000.000
66	Christine A. Supanik	0.133	67-00019.000
67	Christine A. Supanik and husband, Steven Supanik	0.096	67-00179.000
68	Thomas Alan Garan, Jr. and wife, Kimberly E. Garan	0.024	67-00067.000

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68	Mary Margaret Garan Truax and husband, Edward W. Truax, Jr.	0.024	67-00067.000
69	Thomas Alan Garan, Jr. and wife, Kimberly E. Garan	0.023	67-00066.000
69	Mary Margaret Garan Truax and husband, Edward W. Truax, Jr.	0.023	67-00066.000
70	Thomas Alan Garan, Jr. and wife, Kimberly E. Garan	0.023	67-00064.000
70	Mary Margaret Garan Truax and husband, Edward W. Truax, Jr.	0.023	67-00064.000
72	Jeffrey D. Starkey	0.040	67-00056.000
72	Richard Starkey	0.040	67-00056.000
73	Tonya Darlene Weekley	0.096	67-00165.000
74	Rita M. Fodor	0.092	67-00090.000
76	William McGarry, Jr.	0.088	67-00145.000
78	Jeffrey L. Fisher	0.098	67-00077.000
79	Jeffrey L. Fisher	0.098	67-00076.000
80	Jeffrey L. Fisher	0.096	67-00075.000
81	Jeffrey L. Fisher, Sr. and Mariel B. Fisher, as survivorship tenants	0.131	67-00098.000
82	Robert L. Bassa Jr. and wife, Debbra K. Bassa, as survivorship tenants	0.103	67-00078.000
83	Robert L. Bassa Jr. and wife, Debbra K. Bassa, as survivorship tenants	0.103	67-00079.000
84	Robert L. Bassa Jr. and wife, Debbra K. Bassa, as survivorship tenants	0.105	67-00080.000
85	Robert L. Bassa, Sr. and wife, Ksavera A. Bassa	0.105	67-00024.000
86	Robert L. Bassa, Sr. and wife, Ksavera A. Bassa, as survivorship tenants	0.103	67-00025.000
87	Robert L. Bassa, Sr. and wife, Ksavera A. Bassa, as survivorship tenants	0.029	67-00026.000
88	Kimberly Dagan and husband, Jack Dagan	0.092	67-00070.000
89	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	0.098	67-00123.000
90	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	0.104	67-00124.000
91	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	0.081	67-00125.000
92	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	0.110	67-00126.000
93	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	0.099	67-00127.000
94	Thomas Alan Garan, Jr. and wife, Kimberly E. Garan	0.026	67-00065.000
94	Mary Margaret Garan Truax and husband, Edward W. Truax, Jr.	0.026	67-00065.000
95	James Joseph Bassa, Sr.	0.105	67-00022.000
96	James Joseph Bassa, Sr.	0.135	67-00023.000
97	James Joseph Bassa, Sr.	0.170	67-00020.000
98	James Joseph Bassa, Sr.	0.123	67-00021.000
99	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	0.113	67-00128.000
100	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	0.107	67-00130.000
101	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	0.142	67-00132.000
102	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	0.160	67-00133.000
103	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	0.120	67-00087.000

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104	Robert L. Bassa, Sr. and wife, Ksavera A. Bassa, as survivorship tenants	0.122	67-00027.000
105	Robert L. Bassa, Jr. and wife, Debbra K. Bassa, as survivorship tenants	0.121	67-00028.000
106	Robert L. Bassa, Jr. and wife, Debbra K. Bassa, as survivorship tenants	0.091	67-00029.000
107	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	0.374	67-00129.000
108	Gary H. Otte and wife, Candice A. Otte, as survivorship tenants	0.243	67-00131.000
109	Desiree M. Dembrosky and husband, Charles Dembrosky, as survivorship tenants	0.946	67-00154.000
110	Dorothy A. Wiley and husband, Richard A. Wiley	0.245	67-00054.000
111	Steven Supanik and wife Christine Supanik, as survivorship tenants	0.278	67-00069.000
112	205, LLC	0.204	67-00050.000
113	Belmont County Board of Commissioners	0.106	67-60003.000
114	Shane Smolenak and Megan Smolenak, as survivorship tenants	0.393	67-00002.000
115	Kirk P. Smolenak and wife, Jennifer S. Smolenak, as survivorship tenants	0.344	67-00164.000
116	David L. Clark	0.195	67-00039.000
117	Timberwolf Minerals, LLC	0.103	67-60007.000
118	Heritage Resources - Utica Minerals, LLC	0.248	67-00001.000
119	Capstone Holding Company	2.464	02-01028.000
120	Robert P. Posock, aka Robert Posock	2.275	02-01027.000
120	Melissa J. Starkey and husband, Timothy A. Starkey	9.098	02-01027.000
121	Donald D. Semancik	10.354	67-00005.000
122	Thomas R. Stewart Jr.	0.232	67-00166.000
123	Arbala AD3, LLC	5.678	67-00181.000
124	Steven A. Supanik and wife, Christine Supanik	7.647	67-00163.000
125	The Belmont County Board of Commissioners	2.460	67-00000.000
126	Timberwolf Minerals, LLC	0.960	67-00003.000
127	Timberwolf Minerals, LLC	0.500	67-00004.000
128	Heritage Resources - Utica Minerals, LLC	0.015	67-00012.000
129	Lois S. Eidson	1.817	67-00013.000
130	Debra A. Malone and Kristie L. Blankenship, as survivorship tenants	13.078	67-00063.000
131	Becky L. Bickmeier, aka Rebecca Gray Stead	12.433	67-00032.000
132	Melissa J. Starkey and husband, Timothy A. Starkey	2.878	67-00141.000
133	Donald D. Semancik and wife, Deborah A. Semancik	1.340	67-00141.001
134	Edward P. Schlicher	0.740	67-00157.000
136	Belmont County Commissioners	1.178	03-00664.000
137	Robert P. Posock, aka Robert Posock	0.443	68-00139.000
137	Melissa J. Starkey and husband, Timothy A. Starkey	1.773	68-00139.000
138	Robert P. Posock, aka Robert Posock	0.599	68-00145.000
138	Melissa J. Starkey and husband, Timothy A. Starkey	2.397	68-00145.000
139	Melissa J. Starkey and husband, Timothy A. Starkey	4.490	68-00137.000
140	Donald D. Semancik and wife, Deborah A. Semancik	0.472	68-00137.003
141	Melissa J. Starkey and husband, Timothy A. Starkey	0.213	67-00140.000
141	Stephen Freeman	0.213	67-00140.000
142	Melissa J. Starkey and husband, Timothy A. Starkey	1.262	68-00086.000

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142	Stephen Freeman	1.262	68-00086.000
143	Melissa J. Starkey and husband, Timothy A. Starkey	0.493	68-00137.002
143	Stephen Freeman	0.493	68-00137.002
144	Melissa J. Starkey and husband, Timothy A. Starkey	0.506	68-00137.001
144	Stephen Freeman	0.506	68-00137.001
145	Melissa J. Starkey and husband, Timothy A. Starkey	13.217	68-00085.001
145	Robert P. Posock	13.217	68-00085.001
145	Joyce Posock Terwilliger	13.217	68-00085.001
146	Woodland Acres Nursing Home, Inc.	0.032	68-00122.000
147	The Belmont County Board of Commissioners	0.092	68-00000.000
148	Robert P. Posock, aka Robert Posock	0.145	68-00138.000
148	Melissa J. Starkey and husband, Timothy A. Starkey	0.579	68-00138.000
149	Heritage Resources - Utica Minerals, LLC	2.556	66-00027.000
150	Leslie L. Wildman	0.344	66-00238.000
150	Joseph Tartler, Jr.	0.344	66-00238.000
150	Rebecca S. Reeves	0.344	66-00238.000
151	Heritage Resources - Utica Minerals, LLC	1.797	66-00454.000
152	Heritage Resources - Utica Minerals, LLC	0.435	66-00457.000
153	Heritage Resources - Utica Minerals, LLC	1.624	66-00455.000
154	Heritage Resources - Utica Minerals, LLC	1.140	66-00456.000
155	Joseph M. Supanik and wife, Karen R. Supanik, as survivorship tenants	14.343	66-00429.000
156	Willam F. Edge and wife, Barbara Ann Edge, as survivorship tenants	1.249	66-00341.000
156	David W. Edge and wife, Theresa T. Edge, as survivorship tenants	1.249	66-00341.000
157	Glenn C. Bowers	34.988	66-00073.000
158	Glenn C. Bowers	1.885	66-00075.000
159	Glenn C. Bowers	7.056	66-00073.000
160	Michael E. Pauley	0.965	66-00429.001
161	CSX Transportation, Inc.	7.201	66-00000.000
162	Robert P. Posock, aka Robert Posock	0.239	68-00138.017
162	Melissa J. Starkey and husband, Timothy A. Starkey	0.955	68-00138.017
163	Robert P. Posock, aka Robert Posock	0.314	68-00138.013
163	Melissa J. Starkey and husband, Timothy A. Starkey	1.256	68-00138.013
164	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	1.953	68-00138.007
165	Daniel J. McKeever and wife, Constance L. McKeever, as survivorship tenants	2.342	68-00138.011
166	Robert P. Posock, aka Robert Posock	0.652	68-00138.014
166	Melissa J. Starkey and husband, Timothy A. Starkey	2.608	68-00138.014
167	Joseph D. Zavatsky and wife, Karen M. Zavatsky, as survivorship tenants	3.835	68-00138.008
168	Robert P. Posock, aka Robert Posock	0.747	68-00138.019
168	Melissa J. Starkey and husband, Timothy A. Starkey	2.986	68-00138.019
169	Robert P. Posock, aka Robert Posock	5.591	68-00138.021
169	Melissa J. Starkey and husband, Timothy A. Starkey	22.363	68-00138.021
170	Frances June Stoffle, heir of Bernard C. Turley, deceased	0.143	66-00529.000
170	Mary Turley, heir of John H. Turley, deceased	0.071	66-00529.000
170	Linda Tennyson, heir of John H. Turley, deceased	0.024	66-00529.000

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170	Lisa A. Miles, heir of John H. Turley, deceased	0.024	66-00529.000
170	Justin M. Turley, a single man, heir of John H. Turley, deceased	0.012	66-00529.000
170	Ryan E. Turley, heir of John H. Turley, deceased	0.012	66-00529.000
171	Glenn C. Bowers	0.903	66-00252.000
172	Glenn C. Bowers	0.034	66-00443.000
173	Glenn C. Bowers	1.144	66-00073.001
174	Thomas H. Boggs	0.550	66-00366.000
175	Ruth E. Lechner	0.263	66-00261.000
176	Ruth E. Lechner	0.262	66-00394.001
177	Ruth E. Lechner	0.155	66-00260.000
178	Deborah S. Kaiser	0.471	66-00026.000
179	Mary M. Corrick	0.244	66-00127.000
180	Anthony F. Riley, Sr.	1.907	66-00393.000
180	Bonita K. Keevert, heir of Raymond E. Keevert, deceased	0.286	66-00393.000
180	Gractia Sharpenberg Manning, heir of Mary E. Keevert, deceased	0.191	66-00393.000
180	Derek Lawrence Sharpenberg, heir of Mary E. Keevert, deceased	0.191	66-00393.000
180	Kirk Edward Keevert, single, heir of Mary E. Keevert, deceased	0.143	66-00393.000
181	William D. Timko	0.842	66-00524.000
181	Elizabeth Lou Blair, heir of Mary E. Keevert, deceased	0.126	66-00524.000
181	Potomac Mineral Group LLC	0.066	66-00524.000
181	Jubilee Royalty Holdings LLC	0.060	66-00524.000
181	Gractia Sharpenberg Manning, heir of Mary E. Keevert, deceased	0.084	66-00524.000
181	Derek Lawrence Sharpenberg, heir of Mary E. Keevert, deceased	0.084	66-00524.000
181	Chaney Scott Keevert, heir of Mary E. Keevert, deceased	0.063	66-00524.000
181	Kirk Edward Keevert, single, heir of Mary E. Keevert, deceased	0.063	66-00524.000
181	Karen Sue Kielman, heir of Mary E. Keevert, deceased	0.042	66-00524.000
182	Anthony F. Riley, Sr.	0.192	66-00394.000
183	Anthony F. Riley, Sr.	0.879	66-00395.000
184	Robert P. Posock, aka Robert Posock	0.287	68-00138.000
184	Melissa J. Starkey and husband, Timothy A. Starkey	1.146	68-00138.000
185	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	0.024	66-00331.000
186	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	0.096	66-00330.000
187	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	0.092	66-00329.000
188	Jeffrey S. Gazdik and wife Cara L. Gazdik	0.044	66-00210.000
188	Joseph P. Gazdik and wife, Desiree M. Gazdik	0.044	66-00210.000
189	Jeffrey S. Gazdik and wife Cara L. Gazdik	0.036	66-00209.000
189	Joseph P. Gazdik and wife, Desiree M. Gazdik	0.036	66-00209.000
190	Jeffrey S. Gazdik and wife Cara L. Gazdik	0.041	66-00208.000
190	Joseph P. Gazdik and wife, Desiree M. Gazdik	0.041	66-00208.000
191	Jeffrey S. Gazdik and wife Cara L. Gazdik	0.050	66-00207.000
191	Joseph P. Gazdik and wife, Desiree M. Gazdik	0.050	66-00207.000
192	Jeffrey S. Gazdik and wife Cara L. Gazdik	0.057	66-00206.000
192	Joseph P. Gazdik and wife, Desiree M. Gazdik	0.057	66-00206.000
193	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	0.101	66-00168.000

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194	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	0.110	66-00167.000
195	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	0.119	66-00166.000
196	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	0.128	66-00165.000
197	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	0.208	66-00164.000
198	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	0.217	66-00163.000
199	Jeffrey S. Gazdik and wife, Cara L. Gazdik, as survivorship tenants	0.146	66-00162.000
200	Donald W. Dlesk, Jr.	0.064	66-00150.000
200	Michael D. Dlesk	0.064	66-00150.000
201	Donald W. Dlesk, Jr.	0.058	66-00149.000
201	Michael D. Dlesk	0.058	66-00149.000
202	Jeffrey S. Gazdik	0.111	66-00145.000
203	The Belmont County Board of Commissioners	1.459	66-00000.000
204	David L. Fluharty and wife, Ethel K. Fluharty	0.119	66-00171.000
205	David L. Fluharty and wife, Ethel K. Fluharty	0.114	66-00170.000
206	David L. Fluharty and wife, Ethel K. Fluharty	0.092	66-00169.000
207	Stephen J. Gazdik	0.092	66-00546.000
208	Jeff Kirk, as survivorship tenant	0.046	66-00348.000
208	Charles B. Coen, as survivorship tenant	0.046	66-00348.000
209	Jeff Kirk, as survivorship tenant	0.046	66-00347.000
209	Charles B. Coen, as survivorship tenant	0.046	66-00347.000
210	Jeff Kirk, as survivorship tenant	0.046	66-00346.000
210	Charles B. Coen, as survivorship tenant	0.046	66-00346.000
211	Jeff Kirk, as survivorship tenant	0.046	66-00345.000
211	Charles B. Coen, as survivorship tenant	0.046	66-00345.000
212	Jeff Kirk, as survivorship tenant	0.054	66-00344.000
212	Charles B. Coen, as survivorship tenant	0.054	66-00344.000
213	Jeff Kirk, as survivorship tenant	0.054	66-00343.000
213	Charles B. Coen, as survivorship tenant	0.054	66-00343.000
214	Goldie M. Mistak and husband, John J. Mistak, as survivorship tenants	0.367	66-00320.000
215	Goldie M. Mistak and husband, John J. Mistak, as survivorship tenants	0.092	66-00319.000
216	David F. Costain and wife, Heidi S. Costain	0.028	66-00181.000
217	William D. Timko	0.387	66-00523.000
217	Elizabeth Lou Blair, heir of Mary E. Keevert, deceased	0.058	66-00523.000
217	Potomac Mineral Group LLC	0.030	66-00523.000
217	Jubilee Royalty Holdings LLC	0.028	66-00523.000
217	Gractia Sharpenberg Manning, heir of Mary E. Keevert, deceased	0.039	66-00523.000
217	Derek Lawrence Sharpenberg, heir of Mary E. Keevert, deceased	0.039	66-00523.000
217	Chaney Scott Keevert, heir of Mary E. Keevert, deceased	0.029	66-00523.000
217	Kirk Edward Keevert, single, heir of Mary E. Keevert, deceased	0.029	66-00523.000
217	Karen Sue Kielman, heir of Mary E. Keevert, deceased	0.019	66-00523.000
218	Anthony F. Riley, Sr.	0.286	66-00397.000
219	Thomas M. Zambori and wife, Jacqueline M. Zambori, as survivorship tenants	1.398	66-00354.000
220	Anthony Riley, Jr.	2.171	68-00101.001
222	Anthony F. Riley, Sr.	1.280	66-00396.000
223	Heritage Resources - Utica Minerals, LLC	0.235	68-00039.000
227	William Cenkus and wife, Karen S. Cenkus, as survivorship tenants	2.820	66-00113.000

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228	Phillip M. Wakulchik	0.065	66-00579.000
229	Richard Paul Yudasz	2.093	66-00565.000
230	Michael J. Kinnick and wife, Judith A. Kinnick, as survivorship tenants	2.319	66-00115.000
231	Robert A. Matusik, Sr. and wife, Marie A. Matusik, as survivorship tenants	2.954	66-00342.000
232	Marian Kay Stopski and husband, Stephen A. Stopski, as survivorship tenants (Life Estate)	5.580	66-00218.000
232	Marissa A. Stopski (1/2 Remainder)	Remainder	66-00218.000
232	Charles F. Stopski (1/2 Remainder)	Remainder	66-00218.000
233	Mary Julia Holzopfel, as survivorship tenants	0.596	68-00038.000
233	Lori Luckhardt, as survivorship tenants	0.596	68-00038.000
233	Michael Egri, as survivorship tenants	0.596	68-00038.000
233	Christine Jendretzky, as survivorship tenants	0.596	68-00038.000
233	John William Egri, as survivorship tenants	0.596	68-00038.000
233	Jacqueline S. Rasmussen, fka Jacqueline Egri, as survivorship tenants	0.596	68-00038.000
235	Cynthia D. Ross, aka Cynthia M. Ross and husband, Laney J. Ross Sr.	0.964	68-00093.000
236	Darlene K. Porter, fka Darlene K. Reese	0.959	68-00091.000
238	Randall G. Crumpler and Velma M. Crumpler, Trustees of the Crumpler Family Trust, dated September 21, 2015	0.951	68-00026.000
239	Gregory L. Probst and wife, Amanda L. Probst, as survivorship tenants	0.952	68-00025.000
240	Daniel A. Matusik and wife, Denise K. Matusik, as survivorship tenants	0.953	68-00095.000
241	Daniel A. Matusik and wife, Denise K. Matusik, as survivorship tenants	0.953	68-00096.000
242	Gregory S. Bieth and wife, Brenda L. Bieth, as survivorship tenants	0.953	68-00010.000
243	Gregory S. Bieth and wife, Brenda L. Bieth	0.238	68-00011.000
243	Gregory S. Bieth and wife, Brenda L. Bieth	0.238	68-00011.000
243	Tanya Bieth	0.476	68-00011.000
244	Kenneth L. Bragg, Jr. and wife, Linda S. Bragg, as survivorship tenants	0.952	68-00115.000
245	Ronald Busby and wife, MaryAnn Busby, as survivorship tenants	0.640	68-00024.000
246	The Belmont County Board of Commissioners	0.001	68-00000.000
247	Richard Marcavitch and wife, Pamela C. Marcavitch, as survivorship tenants	0.264	68-00073.000
249	Jeffrey Allen Kelley	1.000	68-00054.000
250	James P. Conley and wife, Kathleen H. Conley, as survivorship tenants	0.904	68-00064.000
251	John W. Yoker	0.859	68-00082.000
252	Jack L. Dagan and wife, Kimberly A. Dagan, as survivorship tenants	0.950	68-00002.000
253	Keith H. Baker	1.093	68-00007.000
254	Michelle Marie Vucelich	0.731	68-00021.003
255	Charles E. Cenkus and Debra K. Cenkus, husband and wife, as survivorship tenants	0.824	68-00019.000
256	Michael A. Muscari and his wife, Terri L. Muscari	0.394	68-00051.000
256	Samuel A. Muscari, Jr. and wife, Janice Muscari	0.394	68-00051.000
257	Michael A. Muscari and his wife, Terri L. Muscari	0.291	68-00081.000
257	Samuel A. Muscari, Jr. and wife, Janice Muscari	0.291	68-00081.000

Exhibit 1

258	Michael A. Muscari and his wife, Terri L. Muscari	0.292	68-00047.000
258	Samuel A. Muscari, Jr. and wife, Janice Muscari	0.292	68-00047.000
259	Tonya Davis	0.898	68-00075.000
260	Eric Miller and wife, Wendy C. Miller	1.430	03-00058.000
261	Eric Miller and wife, Wendy C. Miller	1.634	66-00213.000
262	St. Nicholas Orthodox Church	0.038	66-60016.000
263	Michelle Marie Vucelich	3.525	68-00021.000
264	Michael A. Muscari and his wife, Terri L. Muscari	0.301	68-00050.000
264	Samuel A. Muscari, Jr. and wife, Janice Muscari	0.301	68-00050.000
265	Michael A. Muscari and his wife, Terri L. Muscari	0.375	68-00048.000
265	Samuel A. Muscari, Jr. and wife, Janice Muscari	0.375	68-00048.000
266	Tonya Davis	0.577	68-00076.000
267	Wayne L. Berk and wife, Heidi L. Berk	0.608	68-00049.000
268	Wayne L. Berk and wife, Heidi L. Berk,	2.289	66-00195.001
269	Michelle Marie Vucelich	0.090	66-00122.000
270	Melissa J. Starkey and husband, Timothy A. Starkey	0.470	68-00085.000
270	Robert P. Posock	0.470	68-00085.000
270	Joyce Posock Terwilliger	0.470	68-00085.000
271	Melissa J. Starkey and husband, Timothy A. Starkey	1.474	67-00178.000
271	Robert P. Posock	1.474	67-00178.000
271	Joyce Posock Terwilliger	1.474	67-00178.000
272	The Belmont County Board of Commissioners	0.050	68-00000.000
273	The Belmont County Board of Commissioners	0.055	68-00000.000
274	The Belmont County Board of Commissioners	0.061	68-00000.000
275	The Belmont County Board of Commissioners	0.135	68-00000.000
276	The Belmont County Board of Commissioners	0.136	68-00000.000
277	The Belmont County Board of Commissioners	0.067	68-00000.000
278	The Belmont County Board of Commissioners	0.068	68-00000.000
279	The Belmont County Board of Commissioners	0.069	68-00000.000
280	The Belmont County Board of Commissioners	0.069	68-00000.000
281	The Belmont County Board of Commissioners	0.069	68-00000.000
282	The Belmont County Board of Commissioners	0.130	68-00000.000
283	The Belmont County Board of Commissioners	0.054	68-00000.000
284	Elizabeth Lou Blair, heir of Mary E. Keevert, deceased	0.581	66-00000.000
284	Bonita K. Keevert, heir of Raymond E. Keevert, deceased	0.581	66-00000.000
284	Gractia Sharpenberg Manning, heir of Mary E. Keevert, deceased	0.387	66-00000.000
284	Derek Lawrence Sharpenberg, heir of Mary E. Keevert, deceased	0.387	66-00000.000
284	Chaney Scott Keevert, heir of Mary E. Keevert, deceased	0.291	66-00000.000
284	Kirk Edward Keevert, single, heir of Mary E. Keevert, deceased	0.291	66-00000.000
284	Karen Sue Kielman, heir of Mary E. Keevert, deceased	0.194	66-00000.000

Sum: 658.057

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS RESOURCES MANAGEMENT**

In re the Matter of the Application of :
Ascent Resources – Utica, LLC for :
Unit Operation :
:
Oboy SW CLR BL Unit :

WORKING INTEREST OWNER APPROVAL

Ascent Resources – Utica, LLC ("Applicant") has prepared and/or filed an application asking the Chief of the Division of Oil and Gas Resources Management to issue an order authorizing Applicant to operate the Oboy SW CLR BL Unit, located in Belmont County, Ohio, and consisting of two hundred eighty-four (284) separate tracts of land covering approximately 692.620 acres, according to the Unit Plan attached thereto (the "Application").

Rice Drilling D LLC is an owner (as that term is defined in Ohio Revised Code § 1509.01(K)) in three (3) tracts of land covering approximately 23.772 net acres contained in the Oboy SW CLR BL Unit, or 3.432185% of the lands in the unit, all as more specifically described on attached Exhibit 1.

Rice Drilling D LLC hereby approves, and supports the making of, the Application, including without limitation the Unit Plan attached thereto, and acknowledges receipt of full and true copies thereof. Such approval to the Application, however, shall not be deemed as a formal election from Rice Drilling D LLC to participate in the above referenced unit.

Rice Drilling D LLC

By:  _____

**Corey C. Peck
Managing Director, Land
and Attorney in Fact**

Date: 7/28/2020

Exhibit 1

<u>Tract Number</u>	<u>Mineral Owner</u>	<u>Surface Acres in Unit</u>	<u>Parcel ID Number</u>
221	Max L. Cook	3.431	66-00504.000
225	Max L. Cook	6.712	68-00101.000
226	Max L. Cook	13.629	66-00123.000

Sum: 23.772

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS RESOURCES MANAGEMENT**

In re the Matter of the Application of :
Ascent Resources – Utica, LLC for :
Unit Operation :
:
Oboy SW CLR BL Unit :

WORKING INTEREST OWNER APPROVAL

Ascent Resources – Utica, LLC ("Applicant") has prepared and/or filed an application asking the Chief of the Division of Oil and Gas Resources Management to issue an order authorizing Applicant to operate the Oboy SW CLR BL Unit, located in Belmont County, Ohio, and consisting of two hundred eighty-four (284) separate tracts of land covering approximately 692.620 acres, according to the Unit Plan attached thereto (the "Application").

XTO Energy Inc. is a five percent owner (as that term is defined in Ohio Revised Code § 1509.01(K)) in twenty-three (23) tracts of land covering approximately 3.804 net acres contained in the Oboy SW CLR BL Unit, or 0.549262% of the lands in the unit, all as more specifically described on attached Exhibit I.

XTO Energy Inc. hereby approves, and supports the making of, the Application, including without limitation the Unit Plan attached thereto, and acknowledges receipt of full and true copies thereof. Such approval to the Application, however, shall not be deemed as a formal election from XTO Energy Inc. to participate in the above referenced unit.

XTO Energy Inc.

By: Keith Burke

Date: 7/30/2020

Keith Burke
Land Manager – Appalachia
Attorney-in-Fact

Exhibit I

<u>Tract Number</u>	<u>Mineral Owner</u>	<u>Net Mineral Acres</u>	<u>Tax Map Parcel ID</u>
2	Joseph Oboy	0.124	03-00273.001
7	Edward Bassa, Jr.	0.286	03-00087.000
42	Heritage Resources - Utica Minerals, LLC	0.002	67-60009.000
121	Donald D. Semancik	0.545	67-00005.000
123	Arbala AD3, LLC	0.299	67-00181.000
128	Heritage Resources - Utica Minerals, LLC	0.001	67-00012.000
131	Becky L. Bickmeier, aka Rebecca Gray Stead	0.654	67-00032.000
133	Donald D. Semancik and wife, Deborah A. Semancik	0.071	67-00141.001
134	Edward P. Schlicher	0.039	67-00157.000
140	Donald D. Semancik and wife, Deborah A. Semancik	0.025	68-00137.003
155	Joseph M. Supanik and wife, Karen R. Supanik, as survivorship tenants	0.755	66-00429.000
165	Daniel J. McKeever and wife, Constance L. McKeever, as survivorship tenants	0.123	68-00138.011
167	Joseph D. Zavatsky and wife, Karen M. Zavatsky, as survivorship tenants	0.202	68-00138.008
171	Glenn C. Bowers	0.048	66-00252.000
200	Donald W. Dlesk, Jr.	0.003	66-00150.000
200	Michael D. Dlesk	0.003	66-00150.000
201	Donald W. Dlesk, Jr.	0.003	66-00149.000
201	Michael D. Dlesk	0.003	66-00149.000
232	Marian Kay Stopski and husband, Stephen A. Stopski, as survivorship tenants (Life Estate)	0.294	66-00218.000
232	Marissa A. Stopski (1/2 Remainder)	Remainder	66-00218.000
232	Charles F. Stopski (1/2 Remainder)	Remainder	66-00218.000
251	John W. Yoker	0.045	68-00082.000
252	Jack L. Dagan and wife, Kimberly A. Dagan, as survivorship tenants	0.050	68-00002.000
254	Michelle Marie Vucelich	0.038	68-00021.003
262	St. Nicholas Orthodox Church	0.002	66-60016.000
263	Michelle Marie Vucelich	0.186	68-00021.000
269	Michelle Marie Vucelich	0.005	66-00122.000

Sum: 3.804

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS RESOURCES MANAGEMENT**

In re the Matter of the Application of Ascent :
Resources – Utica, LLC for Unit Operation :
: :
Oboy SW CLR BL Unit :

**PREPARED TESTIMONY OF KEVIN DRAKE
ON BEHALF OF ASCENT RESOURCES – UTICA, LLC**

J. Kevin West (0091520)
Jason Lucas (0080291)
Vincent I. Holzhall (0074901)
STEPTOE & JOHNSON PLLC
41 South High Street, Suite 2200
Columbus, Ohio 43215

Attorneys for Applicant,
Ascent Resources – Utica, LLC

PREPARED DIRECT TESTIMONY OF KEVIN DRAKE

1 **INTRODUCTION**

2 **Q1. Please introduce yourself to the Division.**

3 A1. My name is Kevin Drake. I am an Operations Geologist employed by Ascent Re-
4 sources – Utica, LLC (“Ascent”). My business address is 3501 Northwest 63rd
5 Street, Oklahoma City, Oklahoma 73116.

6 **Q2. Can you please describe your educational background?**

7 A2. I hold a Bachelor of Arts degree in Geosciences from Denison University, located
8 in Granville, OH.

9 **Q3. Would you briefly describe your professional experience?**

10 A3. I entered the oil and gas industry in March of 2012 and have worked in service
11 company and operator positions. I started as a Wellsite Geologist providing on-site
12 geological services in the Marcellus Shale. I eventually became a Senior Geosteer-
13 ing Geologist while working in the field. In October of 2014 I moved into an Oper-
14 ations Geologist position responsible for the development of oil and gas properties
15 in Ohio. The entirety of my professional experience is in Appalachian Basin un-
16 conventional operations.

17 **Q4. Are you a member of any professional associations?**

18 A4. I am a member of the American Association of Petroleum Geologists.

19 **Q5. What do you do as an Operations Geologist for Ascent?**

20 A5. As an Operations Geologist at Ascent, my primary responsibilities include for-
21 mation mapping, determining target formations, establishing casing points, and ac-
22 tively geosteering wells being drilled.

23 **Q6. What goes into the Utica/Point Pleasant Formation development process?**

24 A6. The development process starts with the detailed mapping of various rock/reservoir
25 properties to determine the optimum locations for developing commercial quanti-
26 ties of producible hydrocarbons. This determination is made by gathering and ana-
27 lyzing data from a variety of sources, including wireline well logs, measurements
28 from core material retrieved from a wellbore, and seismic surveys. The develop-
29 ment process also includes determining the optimum azimuth for a horizontal well-

1 bore in order to achieve the most efficient reservoir production. This determination
2 is made from a variety of data types, such as wellbore image data, microseismic
3 surveys, and wireline log data. The preferred azimuth direction of the wellbore, or
4 lateral, is based on how the target formation will behave when hydraulically frac-
5 tured during the completion process. As is the case with the majority of operators
6 in the Utica play, we drill our wells perpendicular to the maximum current day hor-
7 izontal stress direction. In this area of Belmont, where the Oboy SW CLR BL Unit
8 is located, this stress direction is roughly N60°E by S60°W. Therefore, our laterals
9 are drilled perpendicular to this direction at approximately N30°W by S30°E. Once
10 we have determined the optimum wellbore azimuth, we search for viable surface
11 locations to construct well pads to most efficiently develop our Utica/Point Pleasant
12 mineral leasehold. The horizontal wells, or laterals, are then planned to originate
13 from these surface locations and are drilled on specific dates based on a variety of
14 factors. It is ideal to find well pads that are suitable for multi-well development
15 because this minimizes surface impact and makes the drilling and completion pro-
16 cess much more efficient than single well pads. Once the well pad locations have
17 been negotiated and settled with the surface owners, we coordinate with licensed
18 surveyors and our internal regulatory department to secure well permits. We also
19 work with directional planning consultants to create suitable wellbore plans, or di-
20 rectional plans, which allow us to drill horizontally, often over 10,000 feet. Final-
21 ly, we communicate with the drilling consultants and contractors on the well pad
22 location to successfully drill the lateral wellbore in the targeted stratigraphic inter-
23 val; this process, of guiding the drill bit, is called “geosteering” the well. After the
24 wells are drilled on a particular well pad, the completion engineers design a hydrau-
25 lic fracture program that takes in to account a variety of factors, including the geo-
26 mechanical properties of the strata, well spacing, logistics, and economics. After
27 these wells have been drilled and completed (i.e., hydraulically fractured), they are
28 connected to a gathering system and the wells are “turned in line” as producing
29 wells.

30 **Q7. What is the purpose of your testimony today?**

1 A7. I am testifying in support of the *Application of Ascent Resources – Utica, LLC for*
2 *Unit Operation* (the “Application”), with respect to the Oboy SW CLR BL Unit,
3 consisting of two-hundred and eighty-four (284) separate tracts of land totaling
4 approximately 692.620 acres in Belmont County, Ohio. My testimony will show
5 that the Unitized Formation described in the Application is part of a pool and thus
6 an appropriate subject of unitization. Additionally, my testimony will support the
7 Unit Plan’s allocation of unit production and expenses to separately owned tracts
8 on a surface-acreage basis, based on the unit area’s nearly uniform thickness and
9 substantially identical geological characteristics throughout.

10 **UNITIZED FORMATION IS PART OF A POOL.**

11 **Q8. To begin, would you tell me what a “pool” is?**

12 A8. A pool is generally understood to be an area of geologically consistent reservoir
13 properties such as thickness, porosity, permeability, and rock type that share an
14 accumulation of hydrocarbons. This is consistent with the Ohio statutory definition
15 of a pool, which is “an underground reservoir containing a common accumulation
16 of oil or gas, or both, but does not include a gas storage reservoir.”

17 **Q9. How is the Unitized Formation defined for the Oboy SW CLR BL Unit?**

18 A9. It is defined as the subsurface portion of the Oboy SW CLR BL Unit at a
19 stratigraphic interval that is from fifty (50) feet true vertical depth above the top of
20 the Utica Shale Formation to fifty (50) feet true vertical depth below the base of the
21 Point Pleasant interval, as more particularly described in Attachment 1.

22 **Q10. Do you have an opinion on whether or not the Unitized Formation**
23 **contemplated by the Oboy SW CLR BL Unit constitutes a pool or part of a**
24 **pool?**

25 A10. Yes. It is my opinion, based on my education and professional experience, that the
26 Unitized Formation is part of a pool.

27 **Q11. Why?**

28 A11. Ascent believes the Point Pleasant interval and the encompassing Utica Shale For-
29 mation are both part of the same pool in the proposed Oboy SW CLR BL Unit.
30 Based on our analysis of the geological data, which includes wireline logs, core
31 testing, image logs, and microseismic data, we think most of the production is from

1 the Point Pleasant interval. However, a small portion of the oil and gas accumula-
2 tion occurs within that portion of Utica Shale Formation above the Point Pleasant
3 interval. Even though we will drill and target the Point Pleasant interval, some por-
4 tion of the Utica Shale Formation above the Point Pleasant interval will also be ac-
5 cessed by way of the rock matrix and natural and induced fracturing.

6 **Q12. What data sources did Ascent use in determining the geologic features of the**
7 **Oboy SW CLR BL Unit?**

8 A12. We used wireline logs from surrounding wells, core data from the Ruth W MTP JF
9 4P well (API #: 34081207820000) located about 3.9 miles north-northwest of the
10 proposed Unit, and structural information from previously drilled horizontal wells
11 throughout the area.

12 **Q13. Did you prepare any exhibits to support your opinion?**

13 A13. Attachment 2, Exhibit 1, is a subsea structure map of the Point Pleasant interval
14 around the proposed Oboy SW CLR BL Unit, which is outlined in blue. From the
15 structure map, there is no reason to think there are any structural features that
16 would separate the Utica/Point Pleasant reservoir within the proposed Oboy SW
17 CLR BL Unit. Attachment 2, Exhibit 2, is a west-east stratigraphic cross-section of
18 two key vertical wells that are in close proximity to the proposed Oboy SW CLR
19 BL Unit, being the Bakos SE CLR BL 8H-Pilot and Pol PES BL 1P. See Attach-
20 ment 2, Exhibit 1, for location of the cross-section wells. The log data curves dis-
21 played in both wells are the gamma ray in the left track and the deep resistivity in
22 the right track. As seen on this exhibit, the log data demonstrates that the Uti-
23 ca/Point Pleasant Formation stratigraphy is very consistent and does not signifi-
24 cantly change on either side of the proposed Oboy SW CLR BL Unit. Geologic
25 properties in general, like thickness and resistivity, are laterally consistent through-
26 out the proposed Unit.

27 **Q14. How does this data support your opinion that the Oboy SW CLR BL Unit**
28 **should be considered a part of a pool?**

29 A14. The log data demonstrate that formation thickness remains relatively constant
30 across the proposed Oboy SW CLR BL Unit. Porosity and resistivity will be rela-
31 tively uniform across the unit. Based on the foregoing, in my professional opinion,

1 the area within the proposed Oboy SW CLR BL Unit boundary is all one geologic
2 unit, or part of the same pool.

3 **Q15. And is this a commonly accepted method of analysis in your profession for**
4 **determining whether a pool or part of a pool exists?**

5 A15. Yes.

6 **ALLOCATION METHODOLOGY**

7 **Q16. Production and expenses are allocated to the separate tracts in the Oboy SW**
8 **CLR BL Unit under the Unit Plan on a surface-acreage basis. Do you have an**
9 **opinion on whether that allocation method is appropriate, given your**
10 **education and professional experience?**

11 A16. Yes. In my opinion, allocation on a surface-acreage basis is appropriate.

12 **Q17. Why?**

13 A17. The relative thickness and reservoir qualities of the Utica/Point Pleasant Formation
14 is expected to be consistent across the Oboy SW CLR BL Unit. There are no sub-
15 stantial variations expected across the proposed unit and therefore there is no geo-
16 logic reason to allocate production using a method other than surface acreage.

17 **Q18. In your experience, is this a common method for allocating production and**
18 **expenses?**

19 A18. Yes.

20 **Q19. Have you seen this allocation method used in other shale basins?**

21 A19. Yes. Ascent has used this method on all the units that we have drilled in Ohio to
22 date. To my knowledge, similar methods are used in West Virginia, Pennsylvania,
23 Texas, Louisiana, and Oklahoma.

24 **Q20. Does this conclude your testimony?**

25 A20. Yes.

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS RESOURCES MANAGEMENT**

In re the Matter of the Application of Ascent :
Resources – Utica, LLC for Unit Operation :
:
:
Oboy SW CLR BL Unit :

**PREPARED TESTIMONY OF JOSEPH KRENGER
ON BEHALF OF ASCENT RESOURCES – UTICA, LLC**

J. Kevin West (0091520)
Jason Lucas (0080291)
Vincent I. Holzhall (0074901)
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vince.holzhall@steptoe-johnson.com

PREPARED DIRECT TESTIMONY OF JOSEPH KRENGER

1 **INTRODUCTION.**

2 **Q1. Please introduce yourself to the Division.**

3 A1. My name is Joseph Krenger. I am a Reservoir Engineer II with Ascent Resources –
4 Utica, LLC (“Ascent”). My business address is 3501 NW 63rd St, Oklahoma City,
5 OK 73116.

6 **Q2. Can you please describe your educational background?**

7 A2. I hold Bachelor of Science degree in Petroleum Engineering from the University of
8 Oklahoma.

9 **Q3. Would you briefly describe your professional experience?**

10 A3. I have more than 9 years of Engineering experience in the Upstream E&P sector. I
11 began my career with Devon Energy after college in 2011. I spent the first few years
12 rotating through their Emerging Professionals development program before being
13 more permanently placed within their East Texas asset team. From there, I have
14 served as a Reservoir Engineer for their East Texas and Barnett Shale assets. I served
15 as the reservoir engineering representative over their East Texas and Southern Bar-
16 nett Shale divestitures. I transitioned to Ascent in March 2019 as a Reservoir Engi-
17 neer II. Since working for Ascent, I have had a hand in our type curve development,
18 development team planning, reserves estimation and A&D valuations.

19 **Q4. Are you a member of any professional associations?**

20 A4. Yes. I am currently a member of the Society of Petroleum Engineers.

21 **Q5. What do you do as a Reservoir Engineer for Ascent?**

22 A5. As a Reservoir Engineer at Ascent, I am responsible for quantifying hydrocarbon
23 volumes in the Utica/Point Pleasant and Marcellus Shale Formations. This work is
24 utilized in reserve/resource estimation, opportunity assessment, and development op-
25 timization activities. In addition, I coordinate data gathering activities such as well
26 testing, PVT analysis, and pressure/temperature measurements; which are all per-
27 formed in order to better understand the reservoir and forecast well performance
28 more accurately. Some of the tools I use to estimate reserves include decline curve

1 analysis, rate transient analysis, reservoir modeling/simulation, and volumetric cal-
2 culations.

3 **Q6. What is the purpose of your testimony today?**

4 A6. I am testifying in support of the *Application of Ascent Resources – Utica, LLC for*
5 *Unit Operation* (the “Application”), with respect to the Oboy SW CLR BL Unit,
6 consisting of two hundred eighty-four (284) separate tracts of land totaling approxi-
7 mately 692.620 acres in Belmont County, Ohio. My testimony addresses the fol-
8 lowing: (i) that unit operations for the Oboy SW CLR BL Unit are reasonably nec-
9 essary to increase substantially the ultimate recovery of oil and gas, and (ii) that the
10 value of the estimated additional recovery due to unit operations exceeds its esti-
11 mated additional costs.

12 **UNIT OPERATIONS ARE REASONABLY NECESSARY TO INCREASE SUB-**
13 **STANTIALLY THE ULTIMATE RECOVERY OF OIL AND GAS.**

14 **Q7. With regard to the Oboy SW CLR BL Unit, have you made an estimate of the**
15 **production you anticipate from the proposed unit’s operations?**

16 A7. Yes, it is estimated that if the Oboy SW CLR BL Unit was developed by drilling two
17 laterals approximately projected to be a combined 27,084’ in length, then 692.620
18 acres would be effectively developed and 62.5 Bcfe of natural gas would be recov-
19 ered. The calculations are summarized in Attachment 2, Exhibit 5.

20 **Q8. How did you make these estimates?**

21 A8. Using offset well production data, analogous shale plays, decline curve analysis and
22 reservoir modeling/simulation, type curves for dry gas wells in the Utica/Point Pleas-
23 ant Shale were generated. The reserves applied to the well in the Oboy SW CLR BL
24 Unit have been estimated based on these type curves. This process is recognized
25 throughout all North American unconventional shale plays and industry accepted as-
26 sumptions and practices were adhered to.

27 **Q9. If the Oboy SW CLR BL Unit as proposed were not granted, have you estimated**
28 **the production that could be recovered?**

29 A9. Yes, the results of my calculations are summarized in Attachment 2, Exhibit 5. If we
30 were not able to unitize the Oboy SW CLR BL Unit, Ascent would not be able to

1 complete 16,119' of the estimated 27,084 lateral feet for the unitized unit. Addition-
2 ally, estimates predict we would only be able to recover 37.2 Bcfe of natural gas.
3 The stimulated lateral length reduction is a result of the inability to complete seg-
4 ments within our unit boundary subject to unleased tracts and "stand-off" require-
5 ments.

6 **Q10. In your professional opinion, would it be economic to develop the Oboy SW**
7 **CLR BL Unit using traditional vertical drilling?**

8 A10. No, vertical well drilling is more applicable in a thicker, more permeable productive
9 interval. Horizontal drilling in conjunction with multi-stage hydraulic fracturing is
10 necessary in tight shale formations such as the Utica/Point Pleasant. This technique
11 has the effect of increasing the surface area exposed to the formation and in turn
12 provides more conduits by which the hydrocarbons can be drained. Without hori-
13 zontal drilling and stimulation, the permeability is too low to produce sufficient
14 quantities of hydrocarbons to economically justify the cost of development.

15 **Q11. Summarize what your calculations show and the differences between unitized**
16 **vs non-unitized development?**

17 A11. The results of my calculations are summarized in Attachment 2, Exhibit 5. Taking
18 the difference between the unitized and un-unitized development plan, we would not
19 develop roughly 277 acres of the Utica/Point Pleasant by losing 10,965' of produci-
20 ble lateral length. This results in a loss in recoverable reserves of roughly 25.3 Bcfe
21 of natural gas.

22 **Q12. Do you believe that the proposed unit operations are reasonably necessary to**
23 **increase substantially the ultimate recovery of oil and gas from the unit area?**

24 A12. Yes, I believe the proposed unit operations are reasonably necessary to increase and
25 best effectively extract the oil and gas reserves for this immediate area. Not doing so
26 would result in a loss of value to all parties involved and make developing the "left
27 behind" reserves economically un-justifiable.

28 **VALUE OF ESTIMATED ADDITIONAL RECOVERY EXCEEDS ITS ESTI-**
29 **MATED ADDITIONAL COSTS**

30 **Q13. Let's turn to the financial side of the project. Generally, in your professional**

1 **experience, how would the economics of a development project such as the de-**
2 **velopment of the Oboy SW CLR BL Unit be evaluated?**

3 A13. During the reserve estimation process, a production profile that is proportional to the
4 stimulated lateral length was generated to estimate produced volumes over time for
5 each well. This, along with a specific pricing scenario, is essential in generating
6 revenues attributable to a well or a project.

7 **Q14. Did you do that here?**

8 A14. Yes, the results of that evaluation are summarized in Attachment 2, Exhibit 5.

9 **Q15. Would you walk us through your economic evaluation, beginning with your es-**
10 **timate of the anticipated revenue stream from the Oboy SW CLR BL Unit's**
11 **development?**

12 A15. I took the estimated ultimate recovery on a gas equivalent basis and multiplied it by
13 the NYMEX strip gas price as of the close of 6-30-2020.

14 **Q16. What about anticipated capital and operating expenses?**

15 A16. Capital and operating expenses were incorporated in my analysis. The total esti-
16 mated capital is based on the capital costs for both the drilling and completion pro-
17 cess. The basis for this estimate comes from recent costs we have experienced and
18 incurred in our Utica drilling program. Our operations group calculates a cost for
19 various lateral lengths that are then scaled based on the respective lateral length of
20 the well in the Oboy SW CLR BL Unit. The operating expenses are based on oper-
21 ating experience we have from similar operating areas in Ohio. I look at total oper-
22 ating costs allocated to each well. The costs are then categorized as a fixed or variable
23 cost. Operating costs incorporated in this analysis are both fixed and variable cost
24 estimates.

25 **Q17. Did you consider whether the Oboy SW CLR BL Unit could be developed using**
26 **a different, smaller unit or by locating the well pad somewhere else?**

27 A17. Yes, however, there was not a feasible solution for alternative development. Other
28 potential locations were ruled out due to ownership, topography, and setback from
29 dwelling requirements that made it difficult to locate an alternative pad site that
30 would be suitable to develop all of the minerals. Thus, developing the Oboy SW

1 CLR BL Unit from the location demonstrated on Attachment 2, Exhibit 3, will max-
2 imize efficiency, minimize surface disturbance, and is the sensible decision opera-
3 tionally, environmentally and economically.

4 **Q18. Based on this information and your professional judgment, does the value of the**
5 **estimated additional recovery from the unitized project exceed its estimated ad-**
6 **ditional costs?**

7 A18. Yes. The capital expense is \$16.3 million for the unitized project, as compared to
8 \$13.5 million for the non-unitized project. The undiscounted value of future cash
9 flows from the unitized project is \$64.5 million as compared to \$33.1 million for the
10 non-unitized project. The net present value of future cash flows (assuming a discount
11 rate of 10%) from the unitized project is \$29.5 million compared to \$13.7 million for
12 the non-unitized project. Thus, the value of the estimated additional recovery from
13 the unitized project exceeds its estimated additional costs.

14 **Q19. Does this conclude your testimony at this time?**

15 A19. Yes.

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS RESOURCES MANAGEMENT**

In re the Matter of the Application of Ascent :
Resources – Utica, LLC for Unit Operation :
: :
Oboy SW CLR BL Unit :

**PREPARED TESTIMONY OF LINDSEY FIXLEY
ON BEHALF OF ASCENT RESOURCES – UTICA, LLC**

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PREPARED DIRECT TESTIMONY OF LINDSEY FIXLEY

1 **INTRODUCTION.**

2 **Q1. Please introduce yourself to the Division.**

3 A1. My name is Lindsey Fixley. I am a Senior Landman with Ascent Resources –
4 Utica, LLC (“Ascent”). My business address is 3501 N.W. 63rd Street, Oklahoma
5 City, OK 73116.

6 **Q2. Can you please describe your educational background?**

7 A2. I graduated from the University of Oklahoma with a degree in Energy Management
8 and Finance. I am also certified by the American Association of Professional
9 Landmen (AAPL) as a Certified Professional Landman (CPL).

10 **Q3. Would you briefly describe your professional experience?**

11 A3. I have been employed by ARU since 2016, during which time I have been a
12 Landman for ARU’s Utica Division. Prior to that I worked for AEU from 2013 to
13 2016 as a Senior Landman. I also worked for Parker Investment Group, Inc. and
14 was responsible for land related activities in Oklahoma. I was also a Landman at
15 Chesapeake Energy and Devon Energy responsible for land related activities in the
16 Utica Division and Barnett Shale respectively. In total, I have over 11 years of land
17 experience in the oil and gas industry.

18 **Q4. Are you a member of any professional associations?**

19 A4. I am a member of the American Association of Professional Landmen (AAPL), and
20 the Oklahoma City Association of Professional Landmen (OCAPL).

21 **Q5. What do you do as a Senior Landman for Ascent?**

22 A5. As a Senior Landman, I am responsible for all aspects of land within our area of
23 operation, including examining, curing, and clearing title in advance of the drilling
24 schedule; managing field landmen in their leasing efforts; ensuring that surface
25 issues are being addressed in a timely manner; serving as the point of contact for
26 attorneys, landowners, and other working interest owners; preparing and
27 negotiating trade agreements and proposals, and compiling working interest units.
28 I also assist ARU’s Utica team in and all other land related issues. I have also been
29 responsible for overseeing our unitization efforts with regard to the Oboy SW CLR
30 BL Unit.

31 **Q6. What is the purpose of your testimony today?**

1 A6. I am testifying in support of the *Application of Ascent Resources – Utica, LLC for*
2 *Unit Operation* (the “Application”), with respect to the Oboy SW CLR BL Unit,
3 consisting of two hundred and eighty-four (284) separate tracts of land totaling
4 approximately 692.620 acres in Belmont County, Ohio. In particular I will describe
5 the efforts made by Ascent to put the Oboy SW CLR BL Unit together and the Unit
6 Plan that Ascent is proposing.

7 **EFFORTS MADE BY ASCENT TO LEASE UNIT TRACTS.**

8 **Q7. What percentage of the total acreage of the Oboy SW CLR BL Unit is**
9 **represented by the oil and gas rights held by Ascent and the other committed**
10 **working interest owners (excluding partially leased tracts)?**

11 A7. Ascent and the other committed working interest owners control 98.991237% of
12 the working interest in the unit.

13 **Q8. Why was Ascent not able to acquire the oil and gas rights to all of the acreage**
14 **in the Oboy SW CLR BL Unit?**

15 A8. Ascent employees or representatives are still actively engaged in trying to lease the
16 remaining unleased parcels. Ascent is confident it has made diligent efforts to lease
17 the unleased mineral owners within the proposed unit and that its oil and gas lease
18 offers are fair considering the level of competition for new leases in the area and
19 the amount of primary term needed to develop the proposed unit.

20 **Q9. Have you prepared an affidavit detailing Ascent’s efforts to obtain a lease from**
21 **the unleased mineral owners in the Oboy SW CLR BL Unit?**

22 A9. Attachment 2, Exhibit 8 highlights Ascent’s efforts to obtain a lease on the
23 remaining unleased tracts of land.

24 **Q10. If an unleased mineral owner was to ask to lease with Ascent, would Ascent be**
25 **likely to agree?**

26 A10. Yes. Ascent will always be willing to lease on reasonable, fair market value terms
27 for the geographic area in which Ascent’s proposed unit is located.

28 **Q11. Could you describe the location of the leased and unleased tracts within the**
29 **Oboy SW CLR BL Unit?**

30 A11. Yes. Attachment 2, Exhibit 3 is a colored plat showing each of the tracts in the
31 Oboy SW CLR BL Unit, along with the wellbore in same. The tracts highlighted
32 in yellow indicate that Ascent and the other committed working interest owners

1 have acquired the necessary rights to fully develop the oil and gas thereunder. The
2 tracts highlighted in red indicate that the tract is either unleased or partially
3 unleased. The tracts highlighted in green indicate an uncommitted working interest
4 owner.

5 **Q12. Do you have an aerial plat of the Oboy SW CLR BL Unit?**

6 A12. Yes, I've attached one as Attachment 2, Exhibit 4.

7 **UNIT PLAN PROVISIONS**

8 **Q13. Would you describe generally the development plan for the Oboy SW CLR BL**
9 **Unit?**

10 A13. Ascent plans to develop the Oboy SW CLR BL Unit from a single well pad that is
11 located just outside the northeast corner of the unit. From that pad, Ascent plans to
12 drill two (2) horizontal wells in the Oboy SW CLR BL unit. The Oboy SW CLR
13 BL 2H is projected to be 13,490' in length and the Oboy SW CR BL 4H is projected
14 to be 13,594' in length as shown on Attachment 2, Exhibit 3.

15 **Q14. Does Ascent have a specific timeline for drilling the wells in the Oboy SW CLR**
16 **BL Unit?**

17 A14. Ascent intends to spud the Oboy SW CLR BL 2H and 4H wells in the first quarter
18 of 2021.

19 **Q15. Does Ascent have any other development activity in the immediate area?**

20 A15. Yes, please see Attachment 2, Exhibit 6, which depicts Ascent's units in the area
21 of the Oboy SW CLR BL Unit.

22 **Q16. Are you familiar with the Unit Plan proposed by Ascent for the Oboy SW CLR**
23 **BL Unit?**

24 A16. Yes. The Unit Plan proposed by Ascent is attached to the Application and consists
25 of an initial document that establishes the non-operating relationship between the
26 parties in the unit, and an operating agreement and related exhibits that establish
27 how the unit is going to be explored, developed, and produced.

28 **Q17. Turning first to the body of the Unit Plan, marked as Attachment 1 to the**
29 **Application. Would you describe briefly what it does?**

30 A17. Yes. The general intent of the Unit Plan is to effectively combine the oil and gas
31 rights and interests in the Oboy SW CLR BL Unit in a uniform manner so that they
32 can be developed as though each of the tracts were covered by a single lease.

1 **Q18. Are all of the oil and gas rights in the proposed unit combined?**

2 A18. No. The Unit Plan only unitizes the oil and gas rights in and related to the Unitized
3 Formation. The Unitized Formation is those depths located from fifty feet above
4 the top of the Utica Shale to fifty feet below the base of the Point Pleasant
5 Formation.

6 **Q19. How would production from the Oboy SW CLR BL Unit be allocated?**

7 A19. On a surface-acreage basis. Under Article 4 of the Unit Plan, every tract is assigned
8 a tract participation percentage based on surface acreage, as shown on Exhibit A-2
9 to the Unit Operating Agreement. Article 5 of the Unit Plan allocates production
10 based on that tract participation.

11 **Q20. Why use a surface-acreage basis as the method of allocation?**

12 A20. Based on the testimony of Kevin Drake attached to the Application as Exhibit 3, a
13 surface-acreage basis is an appropriate method of allocation because the formation
14 thickness and reservoir quality of the Unitized Formation is expected to be
15 consistent across the Oboy SW CLR BL Unit.

16 **Q21. Would you go through an example from Exhibit A-2 to the Unit Operating
17 Agreement to illustrate how a surface-acreage basis would be applied to the
18 Oboy SW CLR BL Unit?**

19 A21. Yes. If you look at the column on Exhibit A-2 to the Unit Operating Agreement
20 entitled "Surface Acres in Unit," it shows the number of surface acres in each tract
21 of land included within the Oboy SW CLR BL Unit. The adjacent column on
22 Exhibit A-2 shows the related tract participation, which is calculated by dividing
23 those surface acres by the total number of surface acres in the unit and multiplying
24 that quotient by the applicable mineral owner's interest in that tract. So, for
25 example, if you look at Tract Number 1 on Exhibit A-2, it shows that this particular
26 tract contains 2.933 surface acres in the 692.620 acre Oboy SW CLR BL Unit and
27 is owned entirely by Gateway Royalty III, LLC, which equates to a tract
28 participation of approximately 0.423465% $((2.933 \div 692.620) \times 100\% =$
29 $0.423465\%)$.

30 **Q22. What does that mean in terms of production allocated to that particular tract?**

31 A22. It would mean this particular tract owned of record by Gateway Royalty III, LLC
32 would have allocated to them 0.423465% of all production from the Oboy SW CLR

1 BL Unit, which would then be distributed based on the terms of the lease or other
2 relevant document affecting ownership to production proceeds from the tract.

3 **Q23. Is this the way production would be allocated to the tracts owned, in whole or**
4 **in part, by unleased mineral owners or uncommitted working interest owners?**

5 A23. Yes.

6 **Q24. In your experience, is this an unusual way to allocate production in a unit?**

7 A24. No, this is the customary method for allocating production in a unit.

8 **Q25. How are unit expenses allocated?**

9 A25. Like production in the unit, generally on a surface-acreage basis. Article 3 of the
10 Unit Plan provides that expenses, unless otherwise allocated in the Unit Operating
11 Agreement, will be allocated to each tract of land within the unit in the proportion
12 that the surface acres of each tract bear to the surface acres of the entire unit.

13 **Q26. Who pays the unit expenses?**

14 A26. According to the terms of the proposed Unit Plan, the working interest owners.

15 **Q27. Do the royalty owners pay any part of the unit expenses?**

16 A27. No, unless the terms and conditions of the royalty owner's oil and gas lease dictate
17 otherwise.

18 **Q28. Let's turn to the Unit Operating Agreement. It appears to be based upon**
19 **A.A.P.L. Form 610 – Model Form Operating Agreement, is that correct?**

20 A28. Yes. We typically use a modified version of the 1989. The Form 610, together
21 with its exhibits, is a commonly used form in the industry and is frequently
22 modified to fit the needs of the parties and circumstances.

23 **Q29. Would it be fair to say, then, that you are familiar with the custom and usage**
24 **of the Form 610 and other similar agreements in the industry?**

25 A29. Yes.

26 **Q30. Turning to the Unit Operating Agreement in particular, does it address how**
27 **unit expenses are determined and paid?**

28 A30. Yes. Article III of the Unit Operating Agreement provides that all costs and
29 liabilities incurred in operations shall be borne and paid proportionately by the
30 working interest owners, according to their Unit Participation percentages. Those
31 percentages can be found in Exhibit A-2 to the Unit Operating Agreement.
32 Moreover, the Unit Operating Agreement has attached to it an accounting

1 procedure identified as Exhibit C that offers greater details regarding how unit
2 expenses are determined and paid.

3 **Q31. That's commonly referred to as the COPAS?**

4 A31. Yes, it stands for the Council of Petroleum Accountants Societies, Inc. and is a
5 commonly used form in the industry.

6 **Q32. Based upon your education and professional experience, do you view the terms
7 of Exhibit C as reasonable?**

8 A32. Yes. The terms as presented in Exhibit C are commonly accepted amongst
9 operators and clearly set forth definitions, processes, timelines, etc., so that all
10 parties can fully understand and agree as to those costs and accounting procedures
11 associated with the activity of drilling and producing oil and natural gas wells and
12 units.

13 **Q33. Will there be in-kind contributions made by owners in the unit area for unit
14 operations, such as contributions of equipment?**

15 A33. No.

16 **Q34. How are decisions made regarding unit operations?**

17 A34. Article V of the Unit Operating Agreement designates Ascent as the Unit Operator,
18 with full operational authority for the supervision and conduct of operations in the
19 unit.

20 **Q35. I believe you've already described generally the documents in Exhibits A and
21 C to the Unit Operating Agreement. Let's turn therefore to Exhibit B of the
22 Unit Operating Agreement. What is it?**

23 A35. Exhibit B is a standard oil and gas lease form that is attached to the joint operating
24 agreement to govern any unleased interests owned by the parties. Article III.A of
25 the Unit Operating Agreement provides that if any party owns or acquires an oil
26 and gas interest in the Contract Area, then that interest shall be treated for all
27 purposes of the Unit Operating Agreement as if it were covered by the form of lease
28 attached as Exhibit "B."

29 **Q36. Does this oil and gas lease contain standard provisions that Ascent uses in
30 connection with its operations in Ohio?**

31 A36. Yes.

1 **Q37. Moving on to Exhibit D of the Unit Operating Agreement, would you describe**
2 **what it is?**

3 A37. Yes, Exhibit D is the insurance exhibit to the joint operating agreement. It sets
4 forth coverage amounts and limitations, and the insurance terms for operations
5 conducted under the Unit Operating Agreement.

6 **Q38. Would you next describe Exhibit E of the Unit Operating Agreement?**

7 A38. Yes. Exhibit E is the Gas Balancing Agreement, which further details the rights
8 and obligations of the parties with respect to marketing and selling any production
9 from the Contract Area.

10 **Q39. Last, would you next describe Exhibit F of the Unit Operating Agreement?**

11 A39. Yes. Exhibit F is a Model Form Recording Supplement to Operating Agreement
12 and Financing Statement, which is a document that is primarily used to give third
13 persons constructive notice of the terms of the Unit Operating Agreement.

14 **Q40. In your professional opinion, given your education and experience, are the**
15 **terms of the Unit Plan, including the terms of the exhibits just discussed, just**
16 **and reasonable?**

17 A40. Yes.

18 **Q41. Does this conclude your testimony?**

19 A41. Yes.