

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

In re the Matter of the Application of SWN	:	
Production (Ohio), LLC for Unit Operation	:	Application Date: December 6, 2021
	:	
	:	
<u>Richard Stalder C West Unit</u>	:	

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**APPLICATION OF SWN PRODUCTION (OHIO), LLC  
FOR UNIT OPERATION**

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In re the Matter of the Application of SWN :  
Production (Ohio), LLC for Unit Operation :  
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Richard Stalder C West Unit :  
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**APPLICATION**

Pursuant to R.C. 1509.28, SWN Production (Ohio), LLC (“SWN”) hereby respectfully requests the Chief of the Division of Oil and Gas Resources Management (“Division”) to issue an order authorizing SWN to operate the Unitized Formation and applicable land area in Monroe County, Ohio (hereinafter, the “Richard Stalder C West Unit”) as a unit according to the Unit Plan attached hereto and as more fully described herein. SWN 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

SWN is a limited liability company organized under the laws of the State of Texas, with its principal office located at 10000 Energy Drive, Spring, Texas 77389. SWN is registered as an “owner” with the Division and is in good standing with the Division.

SWN 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:

Gregory D. Russell	Boston Smith
James A. Carr II	Staff Landman
Mark A. Hylton	Southwestern Energy Company
Vorys, Sater, Seymour and Pease LLP	10000 Energy Drive
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## II. PROJECT DESCRIPTION

The Richard Stalder C West Unit is located in Monroe County, Ohio, and consists of two hundred twenty (220) 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 Richard Stalder C West Unit is approximately 286.513 acres<sup>1</sup> and, at the time of this Application, SWN and the other committed working interest owner have the right to drill on and produce from 278.543 acres of the proposed unit – i.e., more than 97% of the unit area, which is well above the sixty-five percent (65%) threshold required by R.C. 1509.28. SWN seeks a unit order because there are unleased tracts within the Richard Stalder C West Unit.

Overall, SWN seeks this unit order to allow it to develop the entirety of the Richard Stalder C West Unit in accordance with the Unit Plan to protect the correlative rights of all of the 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, SWN seeks authorization from the Division, as more specifically described herein, to drill and complete one horizontal well in the Unitized Formation, from a well pad located outside the northeast corner of the unit to efficiently test, develop, operate and produce the Unitized Formation for oil, natural gas, and related liquids production.

SWN'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.

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<sup>1</sup> Unit acreage was calculated by survey.



III.  
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 the cover letter and this Application.
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.<sup>2</sup>
3. A summary of the request for unitization that includes all of the following information:
  - A statement describing the reasons why unitization is necessary;
  - A description of the plan for development of the unit;
  - An identification of the geologic formation(s) to be developed;
  - An identification of the amount of acreage included in the unit and how the acreage was determined;
  - 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;
  - 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
  - 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).
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.

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<sup>2</sup> References to Exhibit 1 through Exhibit 11 refer to those exhibits in Attachment 2.

- 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).
- This list is to be uploaded to the Division's FTP site.
11. A map that shows all of the following:
- The boundary of the proposed unit area;
  - The total acreage of the proposed unit area;
  - The proposed location of the well pad(s) and wells to be drilled that complies with state setback and spacing requirements;
  - The tracts of land within the unit area that are leased to the applicant, shown in yellow;
  - The tracts of land within the unit area that are unleased, shown in red;
  - 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;
  - A four 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;
  - Identification of each tract within the unit area by parcel number of a size that is legible; and
  - The scale.
  - See Exhibit 3.
12. An aerial photograph of a size that is legible that shows all of the following:
- The boundary of the proposed unit area;
  - The proposed location of the well pad(s) and wells to be drilled;

- The tracts of land within the proposed unit area that are unleased outlined in red;
  - Identification of each tract within the unit area by tract number and corresponding parcel number of a size that is legible; and
  - 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:
- The tract number and parcel number;
  - The mineral owner's name;
  - The dates of all attempts;
  - The address at which the contact was made or attempted;
  - The person who was contacted, how contact was made, and by whom;
  - The response given by the unleased mineral owner when contacted; and
  - 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.
- Not applicable.
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.

SWN has submitted all of the required information.

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. SWN's Application Meets this Standard

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 formation to fifty feet below the top of the Trenton Limestone formation, and frequently referred to 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.<sup>3</sup> Additionally, that evidence will establish that the Unitized Formation is likely to be reasonably uniformly distributed throughout the Unit Area and thus, it 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 Richard Stalder C West Unit. The Unit Plan contemplates the drilling of one (1) horizontal well from a well pad, with a completed lateral length of 12,382'.<sup>4</sup> SWN 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 8.4 BCFe of natural gas from

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<sup>3</sup> 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).

<sup>4</sup> See Exhibit 3.

the Unitized Formation.<sup>5</sup> Absent an order authorizing unit operations, that 8.4 BCFe of natural gas will be stranded, resulting in a waste of natural 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 8.4 BCFe of natural gas referred to above) has an estimated net present value (discounted at a 10% rate) of approximately \$6.499 million and an estimated undiscounted value of \$11.345 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.<sup>6</sup> See Exhibit 5, showing for the proposed well the estimated value of the well's production and the estimated drilling and operating costs (incorporated here as if fully rewritten herein). In particular, it shows that the capital/drilling costs will be approximately \$11.592 million, and the estimated total operating costs for the first 5 years of production will be approximately \$3.949 million, averaging to approximately \$789,800 per year.

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

The Unit Plan proposed by SWN 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 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. And the commencement and termination of operations are addressed in Articles 11 and 12 of the Unit Plan.<sup>7</sup>

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<sup>5</sup> 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.

<sup>6</sup> *Id.*

<sup>7</sup> See Attachment 1 generally.

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, SWN 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. SWN 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). SWN therefore asks the Chief to issue an order authorizing SWN to operate the Richard Stalder C West Unit according to the Unit Plan attached hereto.

Respectfully submitted,

s/James A. Carr II

Gregory D. Russell (0059718)

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52 East Gay Street

P. O. Box 1008

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Attorneys for Applicant,

SWN Production (Ohio), LLC

**PLAN FOR UNIT OPERATIONS**  
**THE RICHARD STALDER C WEST UNIT**  
**LEE TOWNSHIP**  
**MONROE COUNTY, OHIO**

The following shall constitute the Plan for Unit Operations applicable to the Richard Stalder C West Unit in Lee Township, Monroe 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 Richard Stalder C West Unit, Lee Township, Monroe 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 located from 50 feet above the top of the Utica Shale formation to 50 feet below the top of the Trenton Limestone formation, and frequently referred to as the Utica/Point Pleasant Formation.



**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 NET SURFACE ACRES IN THE 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 Richard Stalder C West 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.** In the event of a possible adverse claim regarding 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 or the proceeds from a sale thereof, Unit Operator 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 may be 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 the Unit Operator, 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 Richard Stalder C West 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 Richard Stalder C West 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 county or 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

December 6 , 2021 ,  
*Year*

OPERATOR SWN Production (Ohio), LLC

CONTRACT AREA See Exhibit “A” attached hereto for the description of the Contract Area.

RICHARD STALDER C WEST UNIT

COUNTY OR PARISH OF MONROE , STATE OF OHIO

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OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between SWN Production (Ohio), 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 capable of production as a / 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" 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 **Operator in its sole discretion so long as consistent with any restrictions in the Oil and Gas Leases or by applicable law.** 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

completed and which is not within an existing Lateral.

Z. The term “affiliate” shall mean any Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by, or is under common Control with, another Person.

AA. The term “Control” and its derivatives with respect to any Person shall means the possession, directly or indirectly, of the power, directly or indirectly, to direct or cause the direction of the management or policies of the controlled Person, whether through the ownership of equity interests in or voting rights attributable to the equity interests in such Person, by contract or agency, by the general partner of a Person that is a partnership, or otherwise.

BB. The term “Person” shall mean any individual, corporation, company, partnership, limited partnership, limited liability company, trust, estate, governmental authority or any other entity.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the word "person" includes natural and artificial persons, the plural includes the singular, and any gender includes the masculine, feminine, and neuter.

ARTICLE II.  
EXHIBITS

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

- ☒ A. Exhibit "A," shall include the following information:
  - (1) Description of lands subject to this agreement,
  - (2) Restrictions, if any, as to depths, formations, or substances,
  - (3) Parties to agreement with addresses and telephone numbers for notice purposes,
  - (4) Percentages or fractional interests of parties to this agreement,
  - (5) Oil and Gas Leases and/or Oil and Gas Interests subject to this agreement.
  - (6) Burdens on production.
- ☒ A-1. List of Contract Area Leases.
- ☒ A-2. Plat of Contract Area.
- ☒ B. Exhibit "B," Form of Lease.
- ☒ C. Exhibit "C," Accounting Procedure.
- ☒ D. Exhibit "D," Insurance.
- ☒ E. Exhibit "E," Gas Balancing Agreement.
- ☐ ~~F. Exhibit "F," Non-Discrimination and Certification of Non-Segregated Facilities.~~
- ☐ ~~G. Exhibit "G," Tax Partnership.~~
- ☒ H. Other: **Model Form Recording Supplement to Operating Agreement and Financing Agreement.**

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

**ARTICLE III.**  
**INTERESTS OF PARTIES**

**A. Oil and Gas Interests:**

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

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

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

Regardless of which party has contributed any Oil and Gas Lease or Oil and Gas Interest on which royalty or other burdens may be payable and except as otherwise expressly provided in this agreement, 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 up to, but not in excess of those burdens set 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 from any liability therefor. Except as otherwise expressly provided in this agreement, if any party has contributed hereto any Lease or Interest which is burdened with any royalty, overriding royalty, production payment or other burden on production in excess of the amounts stipulated above, such party so burdened shall assume and alone bear all such excess obligations and shall indemnify, defend and hold the other parties hereto harmless from any and all claims attributable to such excess burden. However, so long as the Drilling Unit for the productive Zone(s) is identical with the Contract Area, each party shall pay or deliver, or cause to be paid or delivered, all burdens on production from the Contract Area due under the terms of the Oil and Gas Lease(s) which such party has contributed to this agreement, and shall indemnify, defend and hold the other parties free from any liability therefor.

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

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

**C. Subsequently Created Interests:**

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

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

**ARTICLE IV.**  
**TITLES**

**A. Title Examination:**

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

~~Each party, / shall be responsible for securing curative matter and pooling amendments or agreements required in connection with Leases or Oil and Gas Interests contributed by such party. / Operator shall be responsible for the preparation~~

## A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT – 1989

1 and recording of pooling designations or declarations and communitization agreements as well as the conduct of hearings before governmental  
2 agencies for the securing of spacing or pooling orders or any other orders necessary or appropriate to  
3 the conduct of operations hereunder. This shall not prevent any party from appearing on its own behalf at such hearings.  
4 Costs incurred by Operator, including fees paid to outside attorneys, which are associated with hearings before governmental  
5 agencies, and which costs are necessary and proper for the activities contemplated under this agreement, shall be direct  
6 charges to the joint account and shall not be covered by the administrative overhead charges as provided in Exhibit "C." Operator shall make  
7 no charge for services rendered by its staff attorneys or other personnel in the performance of the above  
8 functions, **except as provided herein.**

9 No well shall be drilled on the Contract Area until after (1) the title to the Drillsite / ~~or Drilling Unit, if appropriate, has~~ **and wellbore path have**  
10 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**  
11 ~~all of the Drilling Parties in such well.~~ **the Operator.**

### 12 **B. Loss or Failure of Title:**

13 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  
14 reduction of interest from that shown on Exhibit "A," the party credited with contributing the affected Lease or Interest  
15 (including, if applicable, a successor in interest to such party) shall have ninety (90) days from final determination of title  
16 failure to acquire a new lease or other instrument curing the entirety of the title failure, which acquisition will not be subject  
17 to Article VIII.B., and failing to do so, this agreement, nevertheless, shall continue in force as to all remaining Oil and Gas  
18 Leases and Interests; and,

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

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

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

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

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

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

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

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

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

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

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

70 3. Other Losses: All losses of Leases or Interests committed to this agreement, other than those set forth in Articles  
71 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  
72 Exhibit "A." This shall include but not be limited to the loss of any Lease or Interest through failure to develop or because  
73 express or implied covenants have not been performed (other than performance which requires only the payment of money),  
74 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

readjustment of interests in the remaining portion of the Contract Area on account of any joint loss.

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 Lease or Interest acquired by any party hereto (other than the party whose interest has failed or was lost) during the ninety (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 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. shall not apply to such acquisition.

**ARTICLE V.  
OPERATOR**

**A. Designation and Responsibilities of Operator:**

SWN Production (Ohio), 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 /~~ <sup>its</sup> gross negligence or willful misconduct. ~~their officers, employees or agents,~~

**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, <sup>exclusive of Saturdays, Sundays and legal holidays,</sup> / 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 / <sup>affiliate,</sup> 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 / <sup>or any of its affiliates</sup> fails to vote or votes only to ~~succeed itself,~~ <sup>for itself or an affiliate,</sup> / 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 /. <sup>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.</sup> 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 ~~terms of the Bankruptcy Code or actions of the federal bankruptcy court, then, to the extent allowed by law,~~ <sup>bankruptcy laws is filed by or against Operator, and the removal of Operator is prevented by the / federal bankruptcy court,</sup> 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: <sup>operations conducted in</sup> All / ~~wells drilled on~~ <sup>conducted</sup> the Contract Area shall be drilled / on a competitive contract basis at the usual rates prevailing in the ~~/ area.~~ <sup>county area where the services were rendered</sup> If it so desires, Operator may employ its own tools and equipment in ~~the drilling of wells /,~~ <sup>performing such operations</sup> 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,~~ <sup>county area where the services were rendered</sup> 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

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charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in Exhibit "C." Notwithstanding anything contained in this agreement to the contrary, the expenses covered by this Article V.D.2 shall include all costs expenses, and liabilities related to or arising out of any release, protection, defense, indemnification, and/or hold harmless obligations assumed or incurred by Operator in the development and operation of the Contract area. 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 of contractors and suppliers and wages and salaries for services rendered or performed, and for materials supplied on, to or in respect of the Contract Area or any operations for the joint account thereof. and shall keep the Contract Area free from liens and encumbrances resulting therefrom except for those resulting from a bona fide dispute as to services rendered or materials supplied.

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

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

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

7. Drilling and Testing Operations: The following provisions shall apply to each well drilled ~~/ hereunder, including but not limited to the Initial Well:~~ <sup>each Consenting Party</sup>

(a) Operator will promptly advise ~~/ Non-Operators~~ <sup>each Consenting Party</sup> of the date on which the well is spudded, or the date on which drilling operations are commenced.

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

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

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

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

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

ARTICLE VI.  
DRILLING AND DEVELOPMENT

A. Initial Well:

Within eighteen (18) months of the Chief of the Division of Oil and Gas Resources Management, Ohio Department of Natural Resources, issuing an order authorizing unit operations for the Unit Area, Operator shall commence the drilling of the initial Well and shall thereafter continue the drilling of the well with due diligence to a depth sufficient in the Operator's reasonable opinion, to adequately test the Utica / Point Pleasant formation with the Initial Well.

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

B. Subsequent Operations:

1. Proposed Operations: If any party hereto should desire to drill any well on the Contract Area other than the Initial Well, or if any party should desire to Rework, Sidetrack, Deepen, Recomplete or Plug Back a dry hole or a well no longer capable of producing in paying quantities in which such party has not otherwise relinquished its interest in the proposed objective Zone under this agreement, the party desiring to drill, Rework, Sidetrack, Deepen, Recomplete or Plug Back such a well shall give written notice of the proposed operation to the parties who have not otherwise relinquished their interest in such objective Zone under this agreement and to all other parties in the case of a proposal for Sidetracking or Deepening, specifying the work to be

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performed, the location, proposed depth, objective Zone and the estimated cost of the operation. The parties to whom such a notice is delivered shall have thirty (30) days after receipt of the notice within which to notify the party proposing to do the work whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of a proposal to Rework, Sidetrack, Recomplete, Plug Back or Deepen may be given by telephone / facsimile, email, or similar electronic communication and the response period shall be limited to forty-eight (48) hours, <sup>inclusive</sup> / <sup>exclusive</sup> of Saturday, Sunday and legal holidays. Failure of a party to whom such notice is delivered to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. Any proposal by a party to conduct an operation conflicting with the operation initially proposed shall be delivered to all parties 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 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 contractually committed to participate therein provided such operations are commenced within the time period hereafter set forth, and Operator shall, no later than ninety (90) days after expiration of the notice period of thirty (30) days (or as promptly as practicable after the expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case may be), actually commence the proposed operation and thereafter complete it with due diligence at the risk and expense of the parties participating therein; provided, however, said commencement date may be extended upon written notice of same by Operator to the other parties, for a period of up to thirty (30) additional days if, in the sole opinion of Operator, such additional time is reasonably necessary to obtain permits from governmental authorities, surface rights (including rights-of-way) or appropriate drilling equipment, or to complete title examination or curative matter required for title approval or acceptance. If the actual operation has not been commenced within the time provided (including any extension thereof as specifically permitted herein or in the force majeure provisions of Article XI) and if any party hereto still desires to conduct said operation, written notice proposing same must be resubmitted to the other parties in accordance herewith as if no prior proposal had been made. Those parties that did not participate in the drilling of a well for which a proposal to Deepen or Sidetrack is made hereunder shall, if such parties desire to participate in the proposed Deepening or Sidetracking operation, reimburse the Drilling Parties in accordance with Article VI.B.4. in the event of a Deepening operation and in accordance with Article VI.B.5. in the event of a Sidetracking operation.

**2. Operations by Less Than All Parties:**

(a) Determination of Participation. If any party to whom such notice is delivered / as provided in Article VI.B.1. or 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 Article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, no later than ninety (90) days after the expiration of the notice period of thirty (30) days (or as promptly as practicable after the expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case may be) actually commence the proposed operation \* and complete it with due diligence. Operator shall perform all work for the account of the Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party, the Consenting Parties shall either: (i) request Operator to perform the work required by such proposed operation for the account of the Consenting Parties, or (ii) designate one of the Consenting Parties as Operator to perform such work. The rights and duties granted to and imposed upon the Operator under this agreement are granted to and imposed upon the party designated as Operator for an operation in which the original Operator is a Non-Consenting Party. Consenting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement. **\*Nothing contained herein shall prohibit Operator from actually commencing the proposed operation before the 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 applicable notice period, shall advise all Parties of the total interest of the parties approving such operation and its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48) hours (exclusive of Saturday, Sunday, and legal holidays) after delivery of such notice, shall advise the proposing party of its desire to (i) limit participation to such party's interest as shown on Exhibit "A" or (ii) carry only its proportionate part (determined by dividing such party's interest in the Contract Area by the interests of all Consenting Parties in the Contract Area) of Non-Consenting Parties' interests, or (iii) carry its proportionate part (determined as provided in (ii)) of Non-Consenting Parties' interests together with all or a portion of its proportionate part of any Non-Consenting Parties' interests that any Consenting Party did not elect to take. Any interest of Non-Consenting Parties that is not carried by a Consenting Party shall be deemed to be carried by the party proposing the operation if such party does not withdraw its proposal. Failure to advise the proposing party within the time required shall be deemed an election under (i). In the event a drilling rig is on location, notice may be given by telephone, / facsimile, email, or similar electronic communication and the time permitted for such a response shall not exceed a total of forty-eight (48) hours (inclusive of Saturday, Sunday and legal holidays). The proposing party, at its election, may withdraw such proposal if there is less than 100% participation and shall notify all parties of such decision within ten (10) days, or within twenty-four (24) hours if a drilling rig is on location, following expiration of the applicable response period. If 100% subscription to the proposed operation is obtained, the proposing party shall promptly notify the Consenting Parties of their proportionate interests in the operation and the party serving as Operator shall commence such operation within the period provided in Article VI.B.1., subject to the same extension right as provided therein.

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

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

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

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

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

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

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

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

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

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

3. Stand-By Costs: When a well which has been drilled or Deepened has reached its authorized depth and all tests have been completed and the results thereof furnished to the parties, or when operations on the well have been otherwise



terminated pursuant to Article VI.F., stand-by costs incurred pending response to a party's notice proposing a Reworking, Sidetracking, Deepening, Recompleting, Plugging Back or Completing operation in such a well (including the period required under Article VI.B.6. to resolve competing proposals) shall be charged and borne as part of the drilling or Deepening operation just completed. Stand-by costs subsequent to all parties responding, or expiration of the response time permitted, whichever first occurs, and prior to agreement as to the participating interests of all Consenting Parties pursuant to the terms of the second grammatical paragraph of Article VI.B.2. (a), shall be charged to and borne as part of the proposed operation, but if the proposal is subsequently withdrawn because of insufficient participation, such stand-by costs shall be allocated between the Consenting Parties in the proportion each Consenting Party's interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all Consenting Parties.

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

4. Deepening: If less than all parties elect to participate in a drilling, Sidetracking, or Deepening operation proposed pursuant to Article VI.B.1., the interest relinquished by the Non-Consenting Parties to the Consenting Parties under Article 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 of which the parties were given notice under Article VI.B.1. ("Initial Objective"). ~~Except as provided in Article XVI.E.2, such~~ / Such well shall not be Deepened beyond the Initial Objective without first complying with this Article to afford the Non-Consenting Parties the opportunity to participate in the Deepening operation.

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

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

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

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

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

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

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

6. Order of Preference of Operations. See Article XVI.B.

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

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

#### C. Completion of Wells; Reworking and Plugging Back:

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

- ☒ Option No. 1: ~~For Horizontal Wells and Multi-Lateral Wells, all~~ necessary expenditures for the drilling, Deepening, equipping of the well, including tankage and/or surface

facilities. **See also Article XVI.E. For Vertical Wells, all**

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

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

#### **D. Other Operations:**

Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of One Hundred Thousand Dollars (\$ 100,000.00) except in connection with the drilling, Sidetracking, Reworking, Deepening, Completing, Recompleting or Plugging Back of a well that has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other parties. If Operator prepares an AFE for its own use, Operator shall furnish any Non-Operator so requesting an information copy thereof for any single project costing in excess of One Hundred Thousand Dollars (\$100,000.00). Any party who has not relinquished its interest in a well shall have the right to propose that Operator perform repair work or undertake the installation of artificial lift equipment or ancillary production facilities such as salt water disposal wells or to conduct additional work with respect to a well drilled hereunder or other similar project (but not including the installation of gathering lines or other transportation or marketing facilities, the installation of which shall be governed by separate agreement between the parties) reasonably estimated to require an expenditure in excess of the amount first set forth above in this Article VI.D. (except in connection with an operation required to be proposed under Articles VI.B.1. or VI.C.1. Option No. 2, which shall be governed exclusively by those Articles). Operator shall deliver such proposal to all parties entitled to participate therein. If within thirty (30) days thereof Operator secures the written consent of any party or parties owning at least 51 % of the interests of the parties entitled to participate in such operation, each party having the right to participate in such project shall be bound by the terms of such proposal and shall be obligated to pay its proportionate share of the costs of the proposed project as if it had consented to such project pursuant to the terms of the proposal.

#### **E. Abandonment of Wells:**

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

**2. Abandonment of Wells That Have Produced:** Except for any well in which a Non-Consent operation has been conducted hereunder for which the Consenting Parties have not been fully reimbursed as herein provided, any well which has been completed as a producer / shall not be plugged and abandoned without the consent of all parties /. If all parties consent to

such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. Failure of a party to reply within thirty (30) days of delivery of notice of proposed abandonment shall be deemed an election to consent to the proposal. If, within thirty (30) days after delivery of notice of the proposed abandonment of any well, all parties do not agree to the abandonment of such well, those wishing to continue its operation from the Zone then open to production shall be obligated to take over the well as of the expiration of the applicable notice period and shall indemnify Operator (if Operator is an abandoning party) and the other abandoning parties ~~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 proof reasonably satisfactory to Operator of their financial capability to conduct such operations or to take over the well within the required period or thereafter to conduct operations on such well shall entitle operator to retain or take possession of such well and plug and abandon the well.

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

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

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

**F. Termination of Operations:**

Upon the commencement of an operation for the drilling, Reworking, Sidetracking, Plugging Back, Deepening, testing, Completion or plugging of a well, including but not limited to the Initial Well, such operation shall not be terminated without consent of parties bearing 75% of the costs of such operation; provided, however, that in the event granite or other practically impenetrable substance or condition in the hole is encountered which renders further operations impractical, Operator may discontinue operations and give notice of such condition in the manner provided in Article VI.B.1, and the provisions of Article VI.B. or VI.E. shall thereafter apply to such operation, as appropriate.

**G. Taking Production in Kind:**

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

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

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment directly from the purchaser thereof for its share of all production.

If any party fails to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the Oil produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such Oil or sell it to others at any time and from time to time, for the account of the non-taking party. Any such purchase or sale by Operator may be terminated by Operator upon at least ten (10) days written notice to the owner of said production and shall be subject always to the right of the owner of the production upon at least ten (10) days written notice to Operator to exercise at any time its right to take in kind, or separately dispose of, its share of all Oil not previously delivered to a purchaser. Any purchase or sale by Operator of any other party's share of Oil shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year.

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

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

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

☐ **Option No. 2: No Gas Balancing Agreement:**

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

~~Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment directly from the purchaser thereof for its share of all production.~~

~~If any party fails to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the Oil and/or Gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such Oil and/or Gas or sell it to others at any time and from time to time, for the account of the non-taking party. Any such purchase or sale by Operator may be terminated by Operator upon at least ten (10) days written notice to the owner of said production and shall be subject always to the right of the owner of the production upon at least ten (10) days written notice to Operator to exercise its right to take in kind, or separately dispose of, its share of all Oil and/or Gas not previously delivered to a purchaser; provided, however, that the effective date of any such revocation may be deferred at Operator's election for a period not to exceed ninety (90) days if Operator has committed such production to a purchase contract having a term extending beyond such ten (10) day period. Any purchase or sale by Operator of any other party's share of Oil and/or Gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year.~~

~~Any such sale by Operator shall be in a manner commercially reasonable under the circumstances, but Operator shall have no duty to share any existing market or transportation arrangement or to obtain a price or transportation fee equal to that received under any existing market or transportation arrangement. The sale or delivery by Operator of a non-taking party's share of production under the terms of any existing contract of Operator shall not give the non-taking party any interest in or make the non-taking party a party to said contract. No purchase of Oil and Gas and no sale of Gas shall be made by Operator without first giving the non-taking party ten days written notice of such intended purchase or sale and the price to be paid or the pricing basis to be used. Operator shall give notice to all parties of the first sale of Gas from any well under this Agreement.~~

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

**ARTICLE VII.**

**EXPENDITURES AND LIABILITY OF PARTIES**

**A. Liability of Parties:**

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

**B. Liens and Security Interests: See also Article XVI.DD.**

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

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1 a lien or mortgage in the applicable real estate records and as a financing statement with the proper officer under the Uniform  
2 Commercial Code in the state in which the Contract Area is situated and such other states as Operator shall deem appropriate  
3 to perfect the security interest granted hereunder. Any party may file this agreement, the recording supplement executed  
4 herewith, or such other documents as it deems necessary as a lien or mortgage in the applicable real estate records and/or a  
5 financing statement with the proper officer under the Uniform Commercial Code.

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

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

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

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

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

### 43 C. Advances:

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

### 53 D. Defaults and Remedies:

54 If any party fails to discharge any financial obligation under this agreement, including without limitation the failure to  
55 make any advance under the preceding Article VII.C. or any other provision of this agreement, within the period required for  
56 such payment hereunder, then in addition to the remedies provided in Article VII.B. or elsewhere in this agreement, the  
57 remedies specified below shall be applicable. For purposes of this Article VII.D., all notices and elections shall be delivered only by Operator,  
58 except that Operator shall deliver any such notice and election requested by a non-defaulting Non-Operator,  
59 and when Operator is the party in default, the applicable notices and elections can be delivered by any Non-Operator.  
60 Election of any one or more of the following remedies shall not preclude the subsequent use of any other remedy specified  
61 below or otherwise available to a non-defaulting party.

62 1. Suspension of Rights: Any party may deliver to the party in default a Notice of Default, which shall specify the default,  
63 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  
64 or more of the remedies provided in this Article. If the default is not cured within thirty (30) days of the delivery of such  
65 Notice of Default, all of the rights of the defaulting party granted by this agreement may upon notice be suspended until the  
66 default is cured, without prejudice to the right of the non-defaulting party or parties to continue to enforce the obligations of  
67 the defaulting party previously accrued or thereafter accruing under this agreement. If Operator is the party in default, the  
68 Non-Operators shall have in addition the right, by vote of Non-Operators owning a majority in interest in the Contract Area  
69 after excluding the voting interest of Operator, to appoint a new Operator effective immediately. The rights of a defaulting  
70 party that may be suspended hereunder at the election of the non-defaulting parties shall include, without limitation, the right  
71 to receive information as to any operation conducted hereunder during the period of such default, the right to elect to  
72 participate in an operation proposed under Article VI.B. of this agreement, the right to participate in an operation being  
73 conducted under this agreement even if the party has previously elected to participate in such operation, and the right to  
74 receive proceeds of production from any well subject to this agreement.

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

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

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

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

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

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

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

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

**F. Taxes:**

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on Leases and Oil and Gas Interests contributed by such Non-Operator. If the assessed valuation of any Lease is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such Lease, and Operator shall adjust the charge to 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 upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the joint account shall be made and paid by the parties hereto in accordance with the tax value generated by each party's working interest. Operator shall bill the other parties for their proportionate shares of all tax payments in the manner provided in Exhibit "C."

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C."

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

**ARTICLE VIII.**

**ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST**

**A. Surrender of Leases:**

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

~~However, should~~ <sup>Should</sup> any party desire to surrender its interest in any Lease or in any portion thereof, such party shall give written

notice of the proposed surrender to all parties, and the parties to whom such notice is delivered shall have thirty (30) days after delivery of the notice within which to notify the party proposing the surrender whether they elect to consent thereto. Failure of a party to whom such notice is delivered to reply within said 30-day period shall constitute a consent to the surrender of the Leases described in the notice. If all parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such Lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not consenting to such surrender. If the interest of the assigning party is or includes an Oil and Gas Interest, the assigning party shall execute and deliver to the party or parties not 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 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." Upon such assignment or lease, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the interest assigned or leased and the operation of any well attributable thereto, and the assigning party shall have no further interest in the assigned or leased premises and its equipment and production other than the royalties retained in any lease made under the terms of this Article. The party assignee or lessee shall pay to the party assignor or lessor the reasonable salvage value of the latter's interest in any well's salvable materials and equipment attributable to the assigned or leased acreage. The value of all salvable materials and equipment shall be determined in accordance with the provisions of Exhibit "C," less the estimated cost of salvaging and the estimated cost of plugging and abandoning and restoring the surface. If such value is less than such costs, then the party assignor or lessor shall pay to the party assignee or lessee the amount of such deficit. If the assignment or lease is in favor of more than one party, the interest shall be shared by such parties in the proportions that the 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 varies according to depth, then the interest assigned shall similarly reflect such variances.

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

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

If any party secures a renewal or replacement of an Oil and Gas Lease or Interest subject to this agreement, then all other parties shall be notified promptly upon such acquisition or, in the case of a replacement Lease taken before expiration of an existing Lease, promptly upon expiration of the existing Lease. The parties notified shall have the right for a period of thirty (30) days following delivery of such notice in which to elect to participate in the ownership of the renewal or replacement Lease, insofar as such Lease affects lands within the Contract Area, by paying to the party who acquired it their proportionate shares of the acquisition cost 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 parties in the Contract Area. Each party who participates in the purchase of a renewal or replacement Lease shall be given an 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.**

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 by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal or replacement Lease. The acquisition of a renewal or replacement Lease by any or all of the parties hereto shall ~~not cause a readjustment of the interests of the parties stated in Exhibit "A" / but and any renewal or replacement Lease in which less than all parties elect to participate shall not be subject to this agreement but shall be deemed subject to a separate Operating Agreement in the form of this agreement.~~ **pursuant to Article XVI.L.**

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

The provisions of this Article shall apply to renewal or replacement Leases whether they are for the entire interest covered by the expiring Lease or cover only a portion of its area or an interest therein. Any renewal or replacement Lease taken before the expiration of its predecessor Lease, or taken or contracted for or becoming effective within six (6) months after the expiration of the 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 the renewal or replacement Lease becomes effective; but any Lease taken or contracted for more than six (6) months after the expiration of an existing Lease shall not be deemed a renewal or replacement Lease and shall not be subject to the provisions of this agreement.

The provisions in this Article shall ~~not~~ **also** be applicable to extensions of Oil and Gas Leases.

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

While this agreement is in force, if any party contracts for a contribution of cash towards the drilling of a well or any other operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall 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 the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the proportions said Drilling Parties shared the cost of drilling the well. Such acreage shall become a separate Contract Area and, to the extent possible, be governed by provisions identical to this agreement. Each party shall promptly notify all other parties of any acreage or cash contributions it may obtain in support of any well or any other operation on the Contract Area. The above provisions shall also be applicable to optional rights to earn acreage outside the Contract Area which are in support of well drilled inside <sup>the</sup> Contract Area.

If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

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

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

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

Every sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement and shall be made without prejudice to the right of the other parties, and any transferee of an ownership interest in any Oil and Gas Lease or Interest shall be deemed a party to this agreement as to the interest conveyed 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 hereunder with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted hereunder in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. shall continue to burden the interest transferred to secure payment of any such obligations.

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

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

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an 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 undivided interest therein.

**F. Preferential Right to Purchase**

☐ (Optional: Check if applicable)

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

**ARTICLE IX.**

**INTERNAL REVENUE CODE ELECTION**

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

**ARTICLE X.**

**CLAIMS AND LAWSUITS**

Operator may settle any single uninsured third party damage claim or suit arising from operations hereunder if the expenditure does not exceed One Hundred Thousand Dollars (~~\$100,000.00~~) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expenses of handling settling, or otherwise discharging such claim or suit shall be a the joint expense of the parties participating in the operation from which the 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 hereunder over which such individual has no control because of the rights given Operator by this agreement, such party shall immediately notify all other parties, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

**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, lightening, 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,~~ <sup>electronic mail,</sup> 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, <sup>electronic mail</sup> 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 <sup>electronic mail,</sup> 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, <sup>electronic mail,</sup> 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 Operating 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 rights, privileges, or obligations which Non-Operators may have under federal or state laws or under rules, regulations or orders promulgated under such laws in reference to oil, gas and mineral operations, including the location, operation, or production of wells, on tracts offsetting or adjacent to the Contract Area.

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

ARTICLE XV.

MISCELLANEOUS

**A. Execution:**

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. Operator may, however, by written notice to all Non-Operators who have become bound by this agreement as aforesaid, given at any time prior to the actual spud date of the Initial Well but in no event later than five days prior to the date specified in Article VI.A. for commencement of the Initial Well, terminate this agreement if Operator in its sole discretion determines that there is insufficient participation to justify commencement of drilling operations. In the event of such a termination by Operator, all further obligations of the parties hereunder shall cease as of such termination. In the event any Non-Operator has advanced or prepaid any share of drilling or other costs hereunder, all sums so advanced shall be returned to such Non-Operator without interest. In the event Operator proceeds with drilling operations for the Initial Well without the execution hereof by all persons listed on Exhibit "A" as having a current working interest in such well, Operator shall indemnify Non-Operators with respect to all costs incurred for the Initial Well which would have been charged to such person under this agreement if such person had executed the same and Operator shall receive all revenues which would have been received by such person under this agreement if such person had executed the same.

**B. Successors and Assigns:**

This 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, and the terms hereof shall be deemed to run with the Leases or Interests included within the Contract Area.

**C. Counterparts:**

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

**D. Severability:**

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

**ARTICLE XVI.  
OTHER PROVISIONS**

**A. Conflicts:**

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

**B. Priority of Operations:**

Notwithstanding anything herein to the contrary, it is agreed that where a well shall have been drilled to the objective depth or the objective formation and the Consenting Parties in the well cannot mutually agree upon the sequence and timing of further operations regarding said well, the following elections shall control in the order of priority enumerated hereafter:

1. An election to do additional logging, coring or testing;
2. An election to attempt to complete the well at either the objective depth or objective formation;
3. An election to plug back and attempt to complete said well at an alternate depth or formation;
4. An election to deepen said well;
5. An election to sidetrack said well;
6. An election to plug and abandon said well.

It is provided, however, that if, at the time the Consenting Parties are considering any of the above elections, the hole is in such a condition that a reasonably prudent Operator would not conduct the operations contemplated by the particular election involved for fear of placing the hole in jeopardy or losing the same prior to completing the well in the objective depth or objective formation, such election shall be eliminated from the priorities hereinabove set forth.

**C. Netting and Setoff:**

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

**D. Multiple Billing:**

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

**E. Horizontal Wells:**

1. Notwithstanding anything contained herein to the contrary, (i) the provisions of Article VI.C.I Option No. 1 shall apply to any Horizontal Well or Multi-lateral Well proposed hereunder, and (ii) the provisions of Article VI.C.1. Option No. 2 shall apply to all other wells proposed hereunder that are not expressly proposed as Horizontal Wells or Multi-lateral Wells. To be effective as a Horizontal Well Proposal, such proposal must include an AFE, the corresponding anticipated Unit and Contract Area size and dimensions within which the well will be drilled, and other accompanying documents that clearly indicate the well being proposed is a Horizontal Well or Multi-lateral Well. As to any possible conflicts that may arise during the completion phase of a Horizontal Well

or Multi-lateral Well, priority shall be given first to a Lateral drain hole of the authorized depth, and then to objective formations in ascending order above the authorized depth, and then to objective formations in descending order below the authorized depth.

2. Operator shall have the right to cease drilling a Horizontal Well or Multi-lateral Well at any time, for any reason, and such Horizontal Well or Multi-lateral Well shall be deemed to have reached its objective depth so long as Operator has drilled such Horizontal Well or Multi-lateral Well to the objective formation and has drilled laterally in the objective formation for a distance which is at least equal to fifty percent (50%) of the length of the total horizontal drainhole displacement (displacement from true vertical) proposed for the operation. In like manner, Operator may continue drilling to extend a proposed lateral in a Horizontal 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 judgment, it would be reasonably prudent to do so.

**F. Sidetracking:**

Notwithstanding the provisions of Article VI.B(5), “Sidetracking”, such paragraph shall not be applicable to operations in the lateral portion of a Horizontal Well or Multi-lateral Well. Drilling operations which are intended to recover penetration of the target interval which are conducted in a Horizontal Well or Multi-lateral Well shall be considered as included in the original proposed drilling operations.

**G. Further Assurances:**

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

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

The terms, provisions, covenants and conditions of this agreement shall be deemed to be covenants running with the lands, the lease or leases and leasehold estate covered hereby, and all of the terms, provisions, covenants and conditions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns.

**I. Headings:**

The headings and captions used in this Agreement are inserted for convenience of reference only and shall not be a part of, or control or affect the meaning of, this Agreement.

**J. Indemnity for Access to Contract Area:**

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

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

“Contract Area” shall mean a contiguous area in size and configuration as determined by the Operator in order to accommodate anticipated wells, wellbore paths and wellbore lengths located or to be located within the anticipated Drilling Unit. 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 and Gas Interests within the boundary of the Contract Area, and may include oil and gas leases or oil and gas interests not controlled or owned by the Parties to this Agreement or other interests which cannot be included in the Drilling Unit at the time the Drilling Unit is formed or created but are reasonably anticipated to be controlled or acquired by the Parties in the future. The Parties shall make good faith efforts to include otherwise stranded acreage in a Contract Area where reasonably practical.

**L. Working Interest Adjustment:**

Any recalculation or adjustment of the Parties’ Exhibit “A” working interests pursuant to Articles VIII.A, VIII.B, XVI.L or XVI.M of this Agreement shall be recalculated or adjusted after written notice is provided to the affected party(ies) of such recalculation or adjustment of working interest. Such recalculation or adjustment shall be made effective as of the date of the lease surrender, renewal, acquisition and/or Contract Area / Drilling Unit Adjustment; provided, however, any such recalculation or adjustment to the Parties’ 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 costs were incurred on and for such Drilling Unit.

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

**M. Contract Area / Drilling Unit Adjustment:**

It is recognized by Operator and Non-Operators that it may be prudent and/or necessary to increase or decrease the size of the Drilling Unit or Contract Area. As to variances in the size of the Drilling Unit or Contract Area, in no event shall the Drilling Unit or Contract Area exceed 1,280 acres, unless agreed upon otherwise by Operator and Non-Operators. Without the consent of Operator and Non-Operators, an existing Drilling Unit or Contract Area may not be enlarged or reduced in size. Said consent shall not be unreasonably withheld, delayed, or conditioned if such enlargement or reduction is necessary in order to drill additional wells and/or in order to increase the length of the lateral drain hole for the horizontal well(s). The party proposing an enlargement or reduction to an existing Drilling Unit or Contract area shall notify the other parties in writing, providing a detailed explanation for the Drilling Unit or Contract Area modification proposal. The non-proposing party shall have thirty (30) days from receipt of such notice to make an election as to whether or not it consents to the Drilling Unit or Contract Area modification proposal. However, if a drilling rig is on location, the response period for such Drilling Unit or Contract Area modification proposal shall be limited to forty-eight (48) hours, exclusive of Saturday, Sunday, and legal holidays. Failure of non-proposing party to elect as to the Drilling Unit or Contract Area modification within the election period shall constitute an election of consent as to the Drilling Unit or Contract Area modification. Nothing contained herein shall prevent the party proposing a Drilling Unit or Contract Area modification to do so within the body of a well proposal letter, however, the non-proposing party shall have separate elections as to participation in the well and Drilling Unit or Contract Area modification (unless the ability to drill the proposed well is dependent on the modification of the Drilling Unit or Contract Area, in which case consent to the modification proposal shall not be unreasonably withheld delayed or conditioned). In the event an existing Drilling Unit or Contract Area is enlarged or reduced in size, the Working Interests of the Operator and Non-Operator in (1) new wells previously proposed that have not yet been drilled that are still within the commencement timeframe, and (2) wells previously proposed and commenced within the modified Drilling Unit or Contract Area

shall not change unless agreed to by the Operator and Non-Operators. A new Memorandum of Operating Agreement and modified Declaration and Notice of Pooled Unit shall be prepared and filed of record, if necessary, and this agreement shall be amended with a revised Exhibit “A”.

**N. Disputes Concerning Objective Depths:**

If, during the drilling of any well being drilled hereunder, a bona fide dispute shall exist as to whether the proposed depth has been reached in such well (as for example, whether a well has been drilled to a depth sufficient to test a particular sand or formation or if the well has reached the stratigraphic equivalent of a particular depth), the opinion of a majority in interest, and not in numbers, of the parties participating in the drilling of such well shall control and be binding upon all parties. If the parties are equally divided, the opinion of the Operator will control.

**O. Metering of Production:**

In the event of transfer, sale, encumbrance or other disposition of interest within the Contract Area which creates the necessity of separate measurement of production, the party creating the necessity for such measurement shall alone bear the cost of purchase, installation, operation of such facilities and additional administrative and accounting costs incurred by operator relating to such transfer, sale, encumbrance or other disposition.

**P. Additional Rights:**

If any rights in the Contract Area between the parties hereto are acquired by virtue of the drilling, deepening or completion of a well, a Non-Consenting party in such drilling, deepening, or completing shall not be entitled to any interest in such rights.

**Q. Preparation of Exhibit “A”:**

The interests of the parties as set forth on Exhibit “A” were calculated based on the best information available to the Operator. If the information is found to have been erroneous, or if a mathematical or typographical error has been made in preparing the exhibits, the interests may be recalculated to reflect the correct interest.

**R. Regulatory Expenses:**

Notwithstanding anything to the contrary contained in the Operating Agreement of Accounting Procedure (Exhibit “C”) fees for the legal services, title costs, curative work, costs and expenses in connection with preparations and presentations of evidence and exhibits at Government Regulatory or forced unitization hearings, preparation and handling of applications to and hearing before a State, Federal, or Other Regulatory Agencies pertaining to the Contract Area shall not be considered as Administrative Overhead, but Operator shall be entitled to make a direct charge against the joint account for such expenses.

**S. Advance Cost of Operations:**

Any party electing to participate in any Proposed Operations pursuant to this Operating Agreement, shall, if invoiced by Operator, be obligated to advance its proportionate share of the total estimated costs shown on the proposal for such operation. Operator shall have the right to invoice each Consenting Party for its proportionate share of such costs within thirty (30) days prior to the anticipated commencement date of such operations or promptly following the commencement of operations after the expiration of the election period stated in Article VI.B.1. with respect to a completion operation. Thereafter, the provisions of Article VI.B.2.(a) shall apply with respect to treatment of the proposal and the Non-Consenting Interest. Any Consenting Party electing to carry a portion of the interest of the Non-Consenting Party shall advance its additional share of costs within thirty (30) days following receipt of operator’s invoice therefore. In the event Operator pre-bills the Non-Operator(s) as provided herein (and such amount is actually paid by such Non-Operator(s)), but Operator does not actually commence the operation for which the pre-bill was submitted within sixty (60) days of the stated commencement date, then Operator shall return said pre-bill payment amount to the Non-Operator(s). Any Consenting Party who fails to pay the full amount of its invoice to Operator within thirty (30) business days following receipt of such invoice shall be deemed in default. Operator shall provide written notice of default. Non-Operator(s) shall have five (5) business days from receipt of written notice to make its payment. Failure to make timely payment to cure the default shall deem the non-paying Consenting Party as Non-Consenting Party with respect to such Operation.

**T. Confidentiality:**

All data, including but not limited to, geophysical, geological or completion data (other than data routinely publicly disclosed by other Oil and Gas producers) acquired by Operator or a Non-Operator under this Operating Agreement as a result of joint operations conducted hereunder shall be kept confidential from parties other than the parties to this Operating Agreement by such Operator or Non-Operator unless the release of such information to a third party is agreed upon by the parties or is required by law. Any permitted release of information to a third party must have the prior written consent of all parties hereto and said third party must agree in writing to be bound by the provisions of this paragraph. Nothing herein shall prohibit any party from disclosing whatever information in such manner as may be required by statute, rule or regulation, including the rules or regulations of any stock exchange on which any securities of such party or any affiliates are traded; nor shall any party be prohibited by the terms hereof from disclosing information acquired under this Agreement to any financial institution or investors providing or proposing financing to the disclosing party. Notwithstanding anything herein to the contrary, a Non-Consenting Party shall not be entitled to any geophysical, geological, completion, drilling, cost, production or other data with respect to any operation or well undertaken under this Agreement that such Non-Consenting Party has not participated in.

**U. Terms:**

The parties hereto agree that for purposes of this Agreement, any reference to “\_\_\_\_\_” shall mean \_\_\_\_\_ (or any successor or permitted assign of such party), and any reference to “SWN” shall mean SWN Production (Ohio), LLC (or any successor or permitted assign of each such party).

**V. Revenue Distribution:**

Subject to the Operator’s rights to withhold disbursements of royalties, overriding royalties and other payments contained in the provisions of this agreement and applicable law, rule or regulations. Except as otherwise agreed to, Operator will make disbursements of all royalties, overriding royalties and other payments out of, with respect, to production which are attributable to Non-Operator’s contributed Oil and Gas Leases or Oil and Gas Interests in the Contract Area at Non-Operator’s direction provided Non-Operator shall execute such documents as may be necessary in the opinion of Operator to enable Operator to receive all payments for oil, gas or other hydrocarbons directly from the said purchases. In the event, Operator will use its reasonable business efforts to

make disbursements correctly, but shall not be liable for incorrect disbursements except in the event of its gross negligence or willful misconduct.

**W. Operator as Disbursing Party for Non-Operators:**

1. If a party to this Agreement other than Operator elects not to take in kind its share of production from the Contract Area, and Operator either purchases such production or sells it to others for the account of the non-taking party pursuant to Article VI.G., then Operator shall unilaterally act on behalf of such non-taking party for the purposes of: (a) marketing such non-taking party's share of production produced from the Contract Area; and (b) receiving and disbursing or causing to be disbursed the proceeds received by Operator from the sale of such non-taking party's share of such proceeds; provided, however, that such sale or marketing shall be subject to the terms and conditions of this Section XVII.
2. Prior to Operator purchasing such production or Operator entering into a commitment to deliver such Non-Operator's production to a third party, Operator shall provide to such Non-Operator a report itemizing the terms and conditions, including the price therefor, of the gathering, transportation, treatment, processing, and other similar arrangements on which such Non-Operator's production shall be handled.
3. Operator shall make or cause to be made a disbursement of such Non-Operator's proceeds within 60 days after the end of the month in which Operator receives such proceeds, and should Operator fail to do so due to Operator's own gross negligence, all late payments due to Non-Operator shall bear interest from the due date until paid at a per annum rate equal to the lesser of (i) the prime rate in effect at JP Morgan Chase on the first day of the month in which the delinquency occurs, plus 300 basis points or (ii) the highest non-usurious rate permitted by applicable law. All costs incurred by or at the direction of Operator in making such disbursements (excluding interest on late payments but including, without limitation, all costs incurred by or at the direction of Operator in the preparation and circulation of division orders), but expressly not including those costs identified in the Accounting Procedure (Exhibit "C" to the Operating Agreement) as being covered by fixed rate overhead, shall be charged by Operator to the joint account of the parties in accordance with their fractional interests in the Contract Area.
4. Any non-taking party may provide to Operator and the relevant purchaser or purchasers of production the written notices provided for in Article VI.G., and thereby exercise the non-taking party's right to take in kind and/or, if acceptable to the purchaser or purchasers of production, receive payment directly from the purchaser(s) thereof for its share of all production.
5. Operator shall at all times (other than during any period when such Non-Operator has elected to take in kind) unilaterally market and contract for each Non-Operator's production in a non-discriminatory fashion as to each Non-Operator's production.

**X. Dispute Costs and Expenses:**

Costs and expenses attributable to the settlement of disputes, claims or litigation, other than the collection of debts by Operator from Non-Operator, arising out of and between any of the parties to this Agreement, shall be borne solely by such parties and not by the joint account.

**Y. Third Party Beneficiaries:**

Neither this Agreement, nor any performance hereunder by the parties hereto, shall be deemed or interpreted to create any right, claim, cause of action, or remedy on behalf of any person not a party hereto.

**Z. Bankruptcy:**

If, following the granting of relief under the U.S. Bankruptcy Code to any party hereto as debtor thereunder, this Operating Agreement should be held to be an executory contract within the meaning of 11 U.S.C. Section 365, then the Operator, or (if the Operator is the debtor in bankruptcy) any other party, shall be entitled to a determination by debtor or any trustee for debtor within thirty (30) days from the date an order for relief is entered under the Bankruptcy Code as to the rejection or assumption of this Operating Agreement. In the event of an assumption, Operator or said other party shall be entitled to adequate assurances as to future performance of debtor's obligations hereunder and the protection of the interests of all other parties.

**AA. Counterpart Execution:**

This Operating Agreement may be executed in counterpart, each of which is so executed shall be given the effect of execution of the original agreement. If this Operating Agreement is executed in counterpart, the signature pages to the various counterparts may be combined by Operator in one or more copies of this Operating Agreement and treated and given effect for all purposes.

**BB. Successor Operator:**

In the event of removal of Operator hereunder, the elected Successor Operator is hereby authorized to sign any necessary change of Operator forms on behalf of the former Operator.

**CC. Limitation on Damages:**

WITH RESPECT TO ANY DISPUTE, CLAIM, COUNTERCLAIM, CONTROVERSY OR OTHER MATTERS (THE "CLAIMS") ARISING BETWEEN THE PARTIES OUT OF OR RELATING TO THIS OPERATING AGREEMENT OR THE SUBJECT MATTER HEREOF, OR ANY ALLEGED BREACH THEREOF, OR THE RELATIONSHIP BETWEEN THE PARTIES CREATED BY THIS OPERATING AGREEMENT, EVEN THOUGH SOME OR ALL OF SUCH CLAIMS MAY BE EXTRA-CONTRACTUAL IN NATURE, AND WHETHER SOUNDING IN TORT, CONTRACT, WARRANTY OR OTHERWISE, INCLUDING ALLEGATIONS OF FRAUD IN THE INDUCEMENT, DUTY TO DEAL IN GOOD FAITH OR CONFIDENTIAL RELATIONSHIP, NO PARTY SHALL EVER BE LIABLE FOR EXEMPLARY, PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF OPPORTUNITY, WHETHER SUCH DAMAGES ARE CLAIMED UNDER BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR ANY OTHER THEORY OR CAUSE OF ACTION AT LAW OR IN EQUITY. THE LIMITATIONS IN THIS PARAGRAPH ARE PART OF THE MATERIAL, BARGAINED-FOR CONSIDERATION FOR ENTERING THIS OPERATING AGREEMENT.

DD. Liens and Security Rights:

1. Security Rights. In addition to any other security rights and remedies provided by law with respect to services rendered or materials and equipment furnished under this Operating Agreement for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and mutual undertakings of the parties, herein, the parties shall have the following security rights:

(i) Lien in Favor of Operator. To secure payment of the Non-Operators Indebtedness (as defined below) and the performance of the covenants and obligations of Non-Operators under this Operating Agreement, Non-Operators do by these presents hereby GRANT, BARGAIN, SELL, MORTGAGE, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE AND CONVEY to Operator all of the right, title and interest of Non-Operators in and to the real and personal property, rights, titles, interests and estates making up the Mortgaged Property (defined below).

For purposes of this Section, “Mortgaged Property” shall consist of the following: (1) the Oil and Gas Leases, Oil and Gas Interests and other interests comprising the Contract Area, including any operating rights, working interests, royalty interests, overriding royalty interests, non-participating royalty interests, production payments, net profits interests, or any other interest measured by or payable out of production of hydrocarbons, and all renewals and extensions thereof related thereto (“Oil and Gas Properties”), (2) the Oil and Gas in, on, under, and that may be produced from the Oil and Gas Properties, including, without limitation, Oil and Gas produced with respect to all contractual rights, operating rights, leasehold interests, working interests, royalty interests, overriding royalty interests, non-participating royalty interests, mineral interests, production payments, net profits interests, or any other interest measured by or payable out of production of hydrocarbons (as such interests may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances related thereto) and all other as-extracted collateral, (3) all wells (oil, gas, oil/gas, injection, water or disposal), equipment, machinery and appurtenances, including fixtures, whether corporeal or incorporeal located upon or pooled with and primarily used in connection with such Oil and Gas Properties, (4) all easements, rights of way and other real property interests located upon and primarily used in connection with the Oil and Gas Properties, (5) all permits, licenses, and servitudes to the extent primarily used in connection with the Oil and Gas Properties and (6) all geological, geophysical, engineering, accounting, title, legal and other technical and business data primarily relating to the other Mortgaged Property (but only to the extent that they are related to any or all of the other Mortgaged Property).

This lien is given to secure the complete and timely performance of and payment by Non-Operators of all Non-Operators Indebtedness (defined below) of every kind or nature, whether now owed by Non-Operators or hereafter arising, pursuant to this Operating Agreement. As used herein, the term “Non-Operators Indebtedness” shall mean (x) all costs and other expenses properly chargeable to Non-Operators under this Operating Agreement, together with (y) all reasonable attorneys’ fees and other reasonable costs sustained in the collection of amounts owed by Non-Operators and (z) interest at the rate of six percent (6%) per annum accrued on the amounts set forth in clauses (x) and (y) if not paid when due and shall begin to accrue interest upon the first day after any amount is not paid when due and shall continue to accrue until such amount is paid in full. Upon an Event of Default (defined below), Operator shall have the additional right to notify the purchaser or purchasers of Non-Operators’ Oil and Gas production related to the Mortgaged Property and collect such Non-Operators Indebtedness out of the proceeds from the sale of Non-Operators’ share of Oil and Gas production until the amount owed has been paid. Operator shall have the right to offset the Non-Operators Indebtedness against the proceeds from the sale of Non-Operators’ share of Oil and Gas production related to the Mortgaged Property. Any purchaser of such production shall be entitled to rely on Operator’s statement concerning the amount of Non-Operators Indebtedness owed by Non-Operators and payment made to Operator by any purchaser shall be binding and conclusive as between such purchaser and Non-Operators. Notwithstanding anything to the contrary herein, the parties shall cooperate to ensure that royalties owed to third parties are timely paid.

(ii) Security Interest in Favor of Operator. To further secure the complete and timely performance of and payment by Non-Operators of the Non-Operators Indebtedness now existing or hereafter arising, Non-Operators hereby grants to Operator a lien and continuing security interest in and to all of its right, title, interest, in and to the Collateral (defined below).

For purposes of this Section, “Collateral” shall mean, collectively: (A) all equipment, accounts, contract rights, general intangibles, chattel paper, commercial tort claims, documents, instruments, goods, inventory, insurance contracts, insurance proceeds, inventory, hydrocarbons, as-extracted collateral, operating rights, working interests, royalty interests, overriding royalty interests, non-participating royalty interests, production payments, net profits interests, or any other interest measured by or payable out of production of hydrocarbons (as such interests may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances) and fixtures (to the extent any of the preceding terms are defined in the Uniform Commercial Code presently in effect in the jurisdiction in which such property is situated (“Applicable UCC”) such term shall have the meaning provided for such term in the Applicable UCC) of any kind and character to the extent such items primarily relate to the Mortgaged Properties or are primarily attributable to the Mortgaged Properties, or primarily used in connection with the ownership, use or exploitation of the Mortgaged Properties and (B) all the proceeds and products of the items described in preceding clause (A), and all substitutions therefor, replacements thereof, or accessions thereto, all of which, whether now owned or hereafter acquired, whether now or hereafter acquired by operation of law or otherwise.

(iii) Lien in Favor of Non-Operators. To secure payment of the Operator Indebtedness (defined below) and the performance of the covenants and obligations of Operator under this Operating Agreement, Operator does by these presents hereby GRANT, BARGAIN, SELL, MORTGAGE, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE AND CONVEY to Non-Operators all of Operator’s right, title and interest in and to the real and personal property, rights, titles, interests and estates making up the Mortgaged Property.

This lien is given to secure the complete and timely performance of and payment by Operator of all Operator Indebtedness (defined below) of every kind or nature, whether now owed by Operator or hereafter arising, pursuant to this Operating Agreement. As used herein, the term “Operator Indebtedness” shall mean (x) all costs and other expenses properly chargeable to Operator under this Operating Agreement, together with (y) all reasonable attorneys’ fees and other reasonable costs sustained in the collection of amounts owed by Operator, and (z) interest at the rate of six percent (6%) per annum accrued on the amounts set forth in clauses (x) and (y) if not paid when due and shall begin to accrue interest upon the first day after any amount is not paid when due and shall continue to accrue until such amount is paid in full. Upon an Event of Default, Non-Operators shall have the additional right to notify the purchaser or purchasers of Operator’s Oil and Gas production related to the Mortgaged Property and collect such Operator Indebtedness out of the proceeds from the sale of Operator’s share of Oil and Gas production until the amount owed has been paid.

Any purchaser of such production shall be entitled to rely on Non- Operators’ statement concerning the amount of Operator Indebtedness owed by Operator and payment made to Non- Operators by any purchaser shall be binding and conclusive as between such purchaser and Operator. Notwithstanding anything to the contrary herein, the parties shall cooperate to ensure that royalties owed to third parties are timely paid.

(iv) Security Interest in Favor of Non-Operators. To further secure the complete and timely performance of and payment by Operator of the Operator Indebtedness now existing or hereafter arising, pursuant to this Operating Agreement, Operator hereby grants to Non- Operators a lien and continuing security interest in and to all of its right, title, interest, in and to the Collateral.

(v) Priority; Successors. Each party represents and warrants to the other parties that the liens and security interests granted by such party to the other parties under this Article shall be a first and prior lien and security interest. Each party hereby agrees to maintain the priority of such lien and security interest so long as this Operating Agreement remains in effect with respect to such Mortgaged Properties or Collateral. Any third party acquiring an interest in the Mortgaged Property or Collateral from any party, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the liens and security interests granted by such party hereunder as to all obligations attributable to such interest hereunder whether or not such obligations arise before or after such interest is acquired.

(vi) Waiver. If an Event of Default (defined below) occurs, and such Event of Default subjects such party (the “Defaulting Party”) to foreclosure or execution proceedings pursuant to the provisions of this Operating Agreement, to the extent allowed by the applicable law where the Collateral or Mortgaged Property is located, such Defaulting Party waives any available right of redemption from and after the date of judgment, any required valuation or appraisal of the property covered by the lien and security interest created hereunder 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.

(vii) Other Lien Rights. 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 Mortgaged Property is located, or that is otherwise applicable, to enforce the rights and remedies of each party hereunder. Without limiting the generality of the foregoing, to the extent permitted by applicable law, each of the parties agrees that the Operator may invoke or utilize the mechanics' or materialmen's lien law of any state where the Mortgaged Property is located, or that is otherwise applicable, in order to secure the payment to the Operator of any sum due hereunder for services performed or materials supplied by the Operator.

(viii) Foreclosure and Sale. If an Event of Default shall occur and be continuing, to the extent provided by applicable law, the parties other than the Defaulting Party (the “Non-Defaulting Parties”) shall have the right and option to proceed with foreclosure with respect to the Mortgaged Property by proceeding, in each case, with foreclosure and to sell all or any portion of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places in otherwise such manner and upon such notice as may be required by any applicable law, or, in the absence of any such requirement, as Non-Defaulting Parties may reasonably deem appropriate, and to make conveyance to the purchaser or purchasers. Where the Mortgaged Property is situated in more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by applicable law), and all such Mortgaged Property may be sold in any such jurisdiction and any such notice shall designate the jurisdiction where such Mortgaged Property is to be sold. Nothing contained in this Article shall be construed so as to limit in any way any rights to sell the Mortgaged Property or any portion thereof by private sale if and to the extent that such private sale is permitted under any applicable laws of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. Defaulting Party hereby irrevocably appoints the Non-Defaulting Parties, with full power of substitution, to each be Defaulting Party’s attorney-in-fact and to act in the name and on behalf of Defaulting Party, at any time after the occurrence and during the continuance of an Event of Default, to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Defaulting Party ought to execute and deliver and do and perform any and all such acts and things which Defaulting Party ought to do and perform under the covenants herein contained and generally, to use the name of Defaulting Party in the exercise of all or any of the powers hereby conferred on the Non-Defaulting Parties.

(ix) Other Rights. If an Event of Default shall occur and be continuing, then (i) Non-Defaulting Parties shall be entitled to all of the rights, powers and remedies afforded a secured party by the Applicable UCC with reference to the Collateral and (ii) the Non-Defaulting Parties may proceed as to any Collateral in accordance with the rights and remedies granted under this Operating Agreement or applicable law in respect of the Collateral. Such rights, powers and remedies shall be cumulative and in addition to those granted to the Non-Defaulting Parties under any other provision of this Operating Agreement. Written notice mailed to Defaulting Party as provided herein at least ten (10) days prior to the date of public sale of any part of the Collateral which is personal property subject to the provisions of the Applicable UCC, or prior to the date after which private sale of any such part of the Collateral will be made, shall constitute reasonable notice.

(x) Judicial Actions. If any of the Non-Operators Indebtedness or Operator Indebtedness, as applicable, shall become due and payable and shall not be promptly paid, the Non-Defaulting Parties shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein or in aid of the execution of any power granted herein, or for any foreclosure hereunder or for the sale of the Collateral under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Collateral under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy.

(xi) Bar. It is agreed that any sale pursuant to this Article shall be a perpetual bar against Defaulting Party and its successors, assigns, legal representatives, and all other persons claiming under the foregoing persons. It is further agreed that any holder or holders of the obligations of Defaulting Party under this Operating Agreement or any Non-Defaulting Party shall have the right to become the purchaser or purchasers at any sale of the Mortgaged Properties or Collateral pursuant to this Article if such Party is the highest bidder or bidders, in which event the bid or bids may be credited upon the Non-Operator Indebtedness or Operator Indebtedness, as applicable.

(xii) Election of Remedies. The bringing of a suit and the obtaining of judgment by any party for either the Non-Operators Indebtedness or the Operator Indebtedness, as applicable, shall not be deemed an election of remedies or otherwise affect the rights or security interest for the payment thereof.

2. Event of Default. For purposes of this Article, an “Event of Default” shall mean (i) with respect to Non-Operators, Non-Operators fail to pay any Non-Operators Indebtedness, (ii) with respect to Operator, Operator fails to pay any Operator Indebtedness and (iii) with respect to either party, any default by such party described in Article VII.D of this Operating Agreement, in each case following the expiration of thirty (30) days after receipt of written notice of such failure to pay.

3. **Recordation.** To provide evidence of, and to further perfect the parties' security rights and interests created hereunder, upon request by Operator, (i) Non-Operators shall execute and acknowledge the Memorandum of Operating Agreement and Financing Statement attached as Exhibit "H-1" (the "Non-Operators Memorandum") in multiple counterparts as appropriate and (ii) Operator shall execute and acknowledge the Memorandum of Operating Agreement and Financing Statement attached as Exhibit "H-2" (the "Operator Memorandum", and together with the Non-Operators Memorandum, the "Memoranda"). The parties authorize each other party to file the Memoranda and any amendment, restatement, revision, ratification or other similar document altering or ratifying the Memoranda in the public records of each county where any of the Mortgaged Property is located and shall serve as notice of the existence of this Operating Agreement and the mortgage, liens, security interests and other burdens created by this Operating Agreement with respect to the Mortgaged Property and Collateral and for purposes of satisfying otherwise relevant recording and filing requirements of applicable law and to attach an original of the Memoranda to a standard UCC-1 financing statement or similar document for filing in the UCC records where necessary to perfect the security interests created by the parties pursuant to this Operating Agreement.

4. **Financing Statement and Fixture Filing.** The Memoranda shall also be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Mortgaged Property and is to be filed or filed for record in the real estate records, and the Applicable UCC records of each jurisdiction where any part of the Mortgaged Property (including said fixtures) are situated. The Memoranda shall also be effective as a financing statement covering minerals or the like (including Oil and Gas and all other substances of value which may be extracted from the ground, including as-extracted collateral) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Applicable UCC and is to be filed for record in the real estate records and the Applicable UCC records of each jurisdiction where any part of the Mortgaged Property is situated. In addition, each of the parties shall execute and deliver to the parties, upon the party's reasonable request, any financing statements or amendments thereof or continuation statements thereto or similar documents that such party may reasonably require to perfect security interests, mortgages and liens in said items or types of property as contemplated by the Memoranda and this Operating Agreement.

In that regard, the following information is provided:

With respect to the Non-Operators Indebtedness:

Name of Debtor: \_\_\_\_\_  
Address of Debtor: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
State of Formation/Location: \_\_\_\_\_  
Organization ID: \_\_\_\_\_  
Principal Place of Business of Debtor: \_\_\_\_\_

Name of Secured Party: SWN PRODUCTION (OHIO), LLC  
Address of Secured Party: 10000 Energy Drive  
Spring, Texas 77389  
Attention: General Counsel

Owner of Record of Real Property: \_\_\_\_\_

With respect to the SWN Indebtedness:

Name of Debtor: SWN PRODUCTION (OHIO), LLC  
Address of Debtor: 10000 Energy Drive  
Spring, Texas 77389  
Attention: General Counsel  
State of Formation/Location: Texas  
Organization ID: \_\_\_\_\_  
Principal Place of Business of Debtor: Spring, Texas

Name of Secured Party: \_\_\_\_\_  
Address of Secured Party: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Owner of Record of Real Property: SWN PRODUCTION (OHIO), LLC

5. **Amendments.** Each party agrees that the parties shall amend this Article and the Memoranda, as necessary, to ensure that a valid, perfected security interest, mortgage and lien as currently contemplated in this Article exists with respect to any properties that are subject to this Operating Agreement under the laws of any applicable jurisdiction. The parties further consent to and authorize any party to file any necessary amendments, uniform commercial code filings or similar documents, with the appropriate filing office, as is reasonably necessary to perfect the security interests mortgages and liens as contemplated by this Article.

6. **Special Ohio Provisions.** THIS IS AN OPEN END MORTGAGE WITHIN THE MEANING OF OHIO REVISED CODE SECTION 5301.232 WHICH SECURES FUTURE ADVANCES. THE MAXIMUM AMOUNT OF LOAN INDEBTEDNESS WHICH MAY BE OUTSTANDING AT ANY TIME UNDER THIS MORTGAGE, EXCLUSIVE OF INTEREST THEREON, IS \$500,000,000. THIS OPEN END MORTGAGE ALSO SECURES OTHER AMOUNTS PROVIDED FOR HEREIN AND AT LAW. IN ADDITION TO ANY OTHER DEBT OR OBLIGATION, THIS INSTRUMENT SHALL SECURE UNPAID BALANCES OF ADVANCES MADE, PLUS ACCRUED INTEREST ON (IF ANY), WITH RESPECT TO THE MORTGAGED PREMISES, FOR THE PAYMENT OF TAXES, ASSESSMENTS, INSURANCE PREMIUMS, OR COSTS INCURRED FOR THE PROTECTION OF THE MORTGAGED PREMISES, IT BEING INTENDED TO ACKNOWLEDGE, AFFIRM AND COMPLY WITH THE PROVISIONS OF OHIO REVISED CODE SECTION 5301.233.



7. Release of the Mortgaged Property and Collateral. Upon the termination of this Operating Agreement pursuant to Article XIII, the parties shall promptly execute and deliver to the other party all releases, re-conveyances or other documents reasonably necessary or desirable for the release of the liens created hereby on such portion of the Mortgaged Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this agreement shall be effective as of the 6th day of December, 2021.

SWN Production (Ohio), 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.~~ Notwithstanding the foregoing statement, the undersigned acknowledge that they have reviewed the agreement in its entirety and agree to be bound by all the terms and conditions contained herein.

OPERATOR

ATTEST OR WITNESS

SWN Production (Ohio), LLC  
A Texas limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

NON-OPERATORS

ATTEST OR WITNESS

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

ATTEST OR WITNESS

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**ACKNOWLEDGMENT**

COMMONWEALTH OF TEXAS )  
 ) §  
COUNTY OF HARRIS )

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared, who acknowledged himself to be the \_\_\_\_\_ of SWN Production (Ohio), LLC, a Texas limited liability company, 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 \_\_\_\_\_, a \_\_\_\_\_ Corporation, 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): \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) §  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Corporation, 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): \_\_\_\_\_

This document prepared by:  
SWN Production (Ohio), LLC  
10000 Energy Drive  
Spring, TX 77389

EXHIBIT “A”

Attached to and made a part of that certain Operating Agreement dated December 6, 2021, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Richard Stalder C West 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 top of the Trenton Limestone formation, and frequently referred to as the Utica/Point Pleasant Formation (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.**

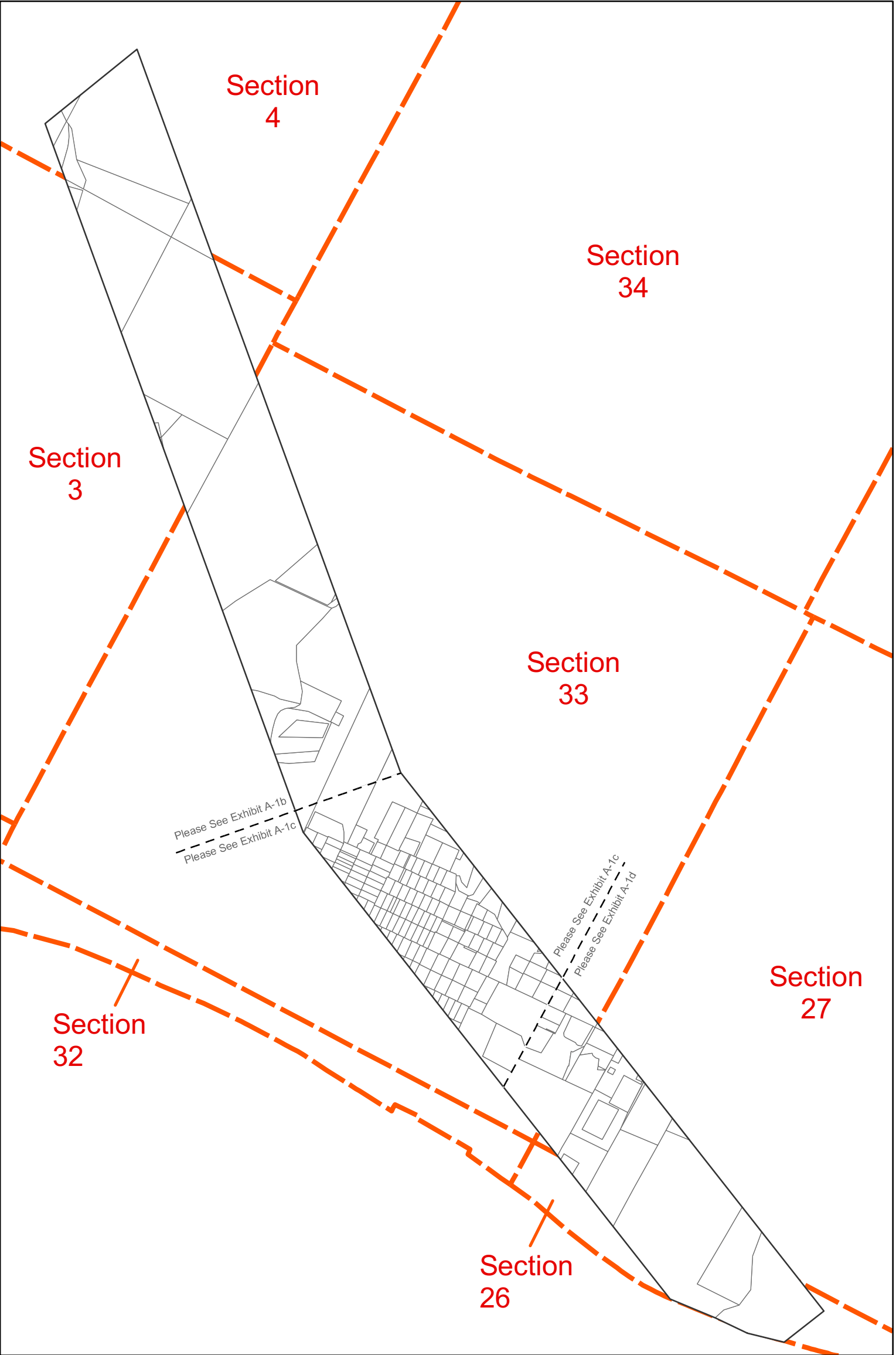
<b><u>Operator</u></b>	<b><u>Working Interest</u></b>
SWN Production (Ohio), LLC	94.448886%*
<b><u>Non-Operator</u></b>	
Equinor USA Onshore Properties Inc.	2.769390%*
<b><u>Unleased Mineral Owners</u></b>	<b><u>2.781724%*</u></b>
Total:	<b>100.000000%</b>





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

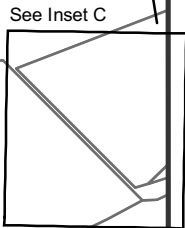
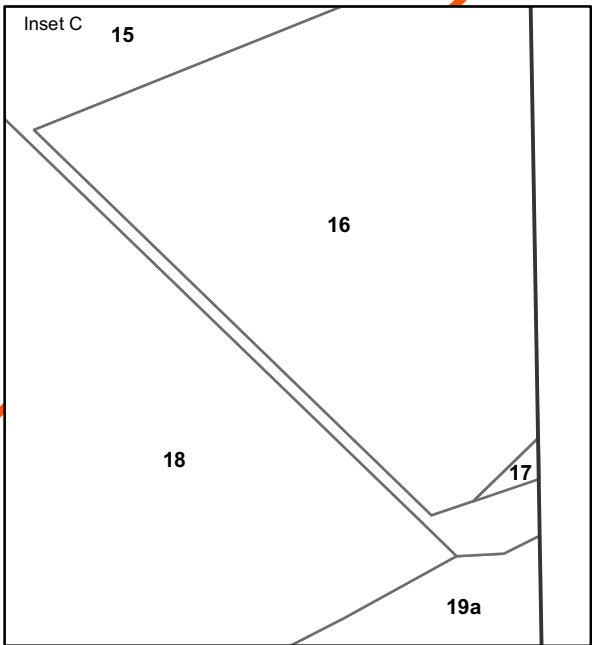
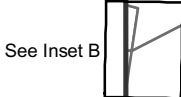
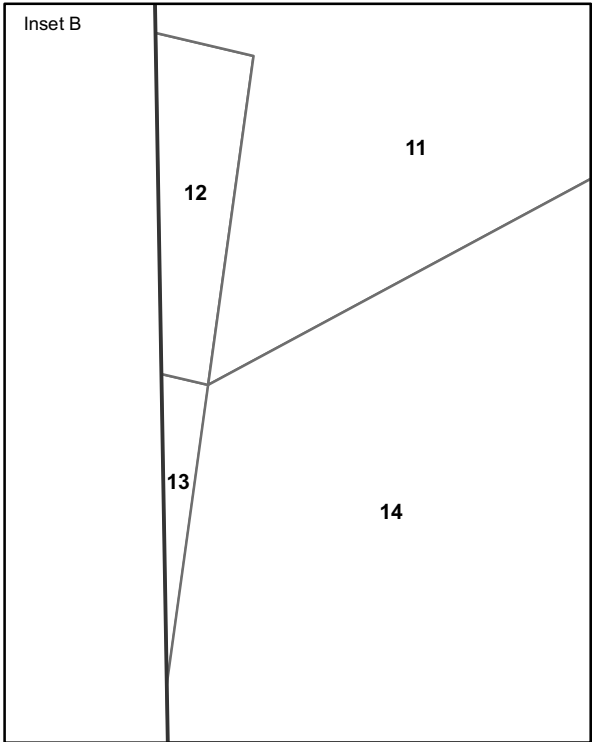
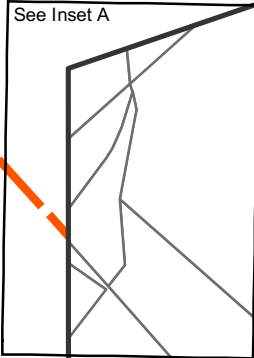
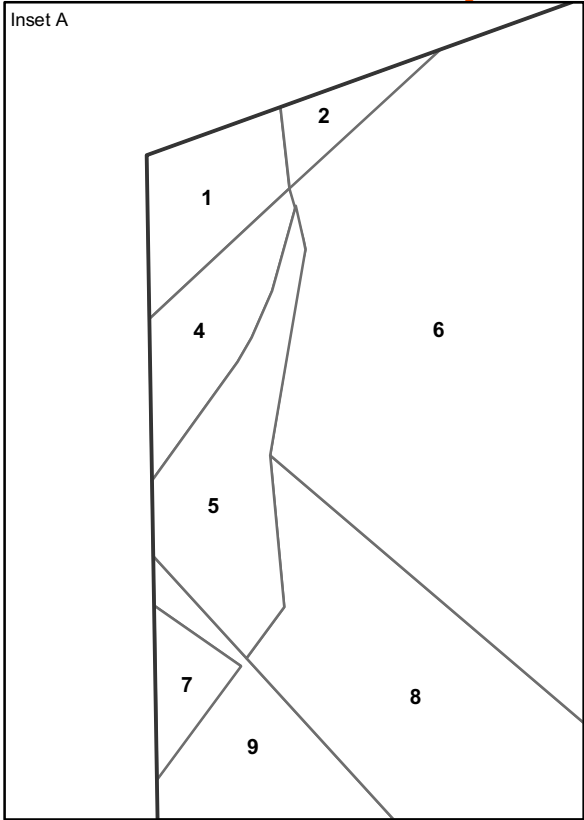
SWN Production (Ohio), LLC  
Attention: Boston Smith  
10000 Energy Drive  
Spring, Texas 77389

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 thereto) are estimates and are subject to change based upon the verification of title, additional leasehold acquired within the Contract Area, and/or the participation or non-participation of unleased mineral interests and/or third parties. The Parties’ interests shall be adjusted to reflect the actual interest owned by the Parties in the Contract Area.



<p>0 950 1,900 Feet 1 inch = 990 feet</p> <p></p>		<p><b>Exhibit A-1a</b></p> <p>Contract Area: 286.513 Acres</p> <p>Lee Township, Monroe County</p> <p>Date: 12/2/2021</p>
<p> Contract Area</p> <p> Tax Parcels</p> <p> Section Lines</p>	<p><b>Richard Stalder C West Unit</b></p>	



Tract No.	Parcel No.	Acres
1	11-011010.0000	0.675
2	11-011009.0000	0.264
3	11-011005.0000	1.894
4	11-011011.0000	0.684
5	11-011015.0000	1.18
6	11-011001.0000	17.679
7	11-019022.0000	0.29
8	11-011016.0000	5.938
9	11-019025.0000	11.326
10	11-019026.0000	29.697
11	11-019005.0000	1.146
12	11-019038.0000	0.086
13	11-019015.0000	0.025
14	11-019026.1000	5.985
15	11-018007.0000	28.081
16	11-018000.3000	3.155
17	11-018000.1000	0.026
18	11-018019.0000	13.388
19a	11-018002.0000	14.73
20	11-018000.0000	2.679
21	11-018028.0000	1.697
22	11-018018.0000	0.184
23	11-018000.0000	1.098
24	11-018000.2000	0.742
25a	11-018001.0000	6.612
26a	11-018024.0000	0.568

Section 3

Section 4

Section 34

Section 33

Please See Exhibit A-1c

0 550 1,100 Feet 1 inch = 578 feet



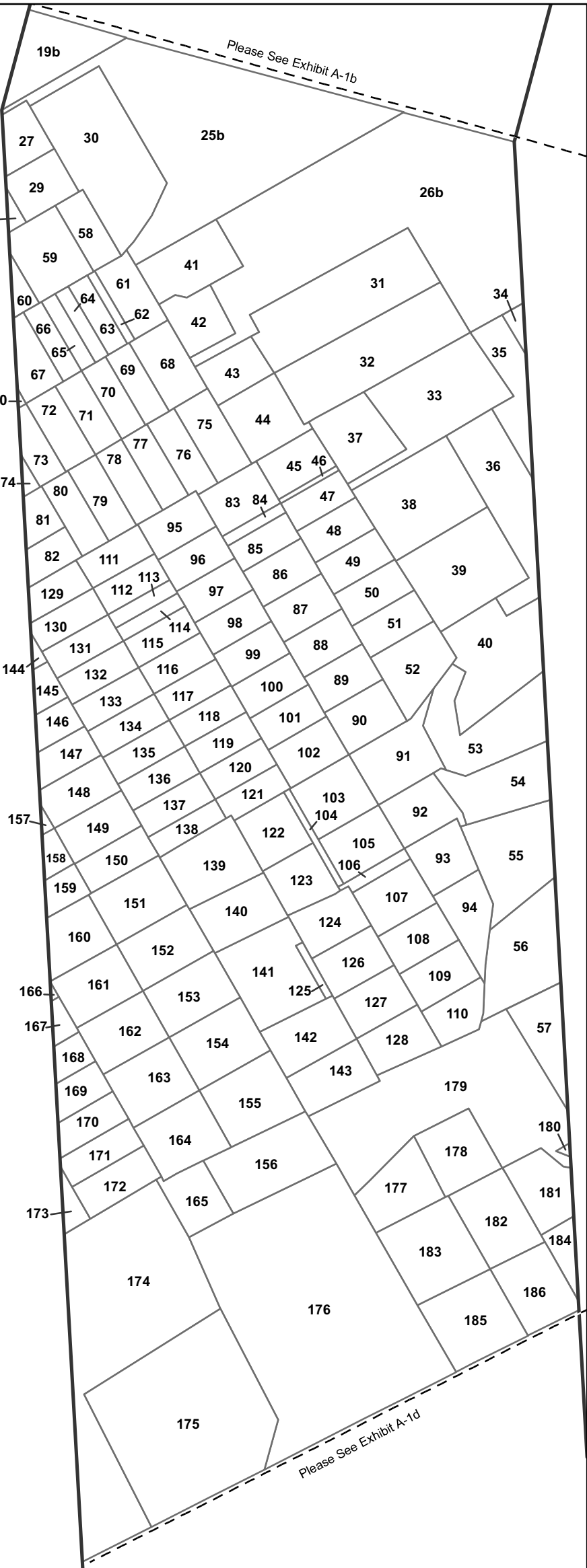
- Contract Area
- Tax Parcels
- Section Lines

Richard Stalder C West Unit

Exhibit A-1b

Contract Area: 286.513 Acres  
Lee Township, Monroe County  
Date: 12/2/2021

Tract No.	Parcel No.	Acres	Tract No.	Parcel No.	Acres
19b	11-018002.0000	0.455	106	11-025200.0000	0.075
25b	11-018001.0000	2.774	107	11-025199.0000	0.306
26b	11-018024.0000	3.613	108	11-025198.0000	0.261
27	11-018032.0000	0.208	109	11-025197.0000	0.263
28	11-025194.0000	0.037	110	11-025196.0000	0.222
29	11-018026.0000	0.266	111	11-025186.0000	0.208
30	11-018027.0000	1.103	112	11-025185.0000	0.191
31	11-018020.0000	1.043	113	11-025184.0000	0.096
32	11-018025.0000	0.995	114	11-025183.1000	0.096
33	11-025267.0000	0.876	115	11-025183.0000	0.191
34	11-025352.0000	0.049	116	11-025182.0000	0.191
35	11-025351.0000	0.358	117	11-025181.0000	0.191
36	11-025269.0000	0.701	118	11-025180.0000	0.191
37	11-025266.0000	0.42	119	11-025179.0000	0.191
38	11-025268.0000	0.793	120	11-025178.0000	0.191
39	11-025270.0000	0.771	121	11-025177.0000	0.169
40	11-025253.0000	0.744	122	11-025151.1000	0.297
41	11-018009.0000	0.424	123	11-025151.3000	0.273
42	11-025246.0000	0.273	124	11-025176.0000	0.28
43	11-025245.0000	0.252	125	11-0xxxxx.0000	0.042
44	11-025244.0000	0.391	126	11-025175.0000	0.277
45	11-025243.0000	0.258	127	11-025174.0000	0.279
46	11-025242.1000	0.028	128	11-025174.0000	0.278
47	11-025242.0000	0.191	129	11-025162.0000	0.182
48	11-025241.0000	0.223	130	11-025161.0000	0.203
49	11-025240.0000	0.227	131	11-025160.0000	0.205
50	11-025239.0000	0.231	132	11-025159.0000	0.205
51	11-025238.0000	0.235	133	11-025158.0000	0.205
52	11-025237.0000	0.386	134	11-025157.0000	0.205
53	11-025253.1000	0.671	135	11-025156.0000	0.207
54	11-025249.0000	0.469	136	11-025155.0000	0.207
55	11-025248.0000	0.633	137	11-025154.0000	0.207
56	11-025247.0000	0.623	138	11-025153.0000	0.153
57	11-018030.0000	0.318	139	11-025152.0000	0.457
58	11-025236.0000	0.215	140	11-025151.0000	0.37
59	11-025235.0000	0.417	141	11-025150.0000	0.611
60	11-025234.0000	0.077	142	11-025149.0000	0.368
61	11-025233.0000	0.269	143	11-025148.0000	0.329
62	11-025232.1000	0.061	144	11-025131.0000	0.025
63	11-025232.0000	0.154	145	11-025130.0000	0.097
64	11-025231.1000	0.104	146	11-025129.0000	0.135
65	11-025231.0000	0.114	147	11-025128.0000	0.185
66	11-025230.0000	0.149	148	11-025127.0000	0.274
67	11-025212.0000	0.218	149	11-025126.0000	0.277
68	11-025229.0000	0.315	150	11-025125.0000	0.232
69	11-025228.0000	0.193	151	11-025124.0000	0.406
70	11-025227.0000	0.193	152	11-025123.0000	0.383
71	11-025211.0000	0.214	153	11-025122.0000	0.384
72	11-025190.0000	0.237	154	11-025121.0000	0.442
73	11-025189.0000	0.173	155	11-025120.0000	0.489
74	11-025165.0000	0.033	156	11-025319.0000	0.61
75	11-025226.0000	0.302	157	11-025102.0000	0.017
76	11-025225.0000	0.239	158	11-025101.0000	0.087
77	11-025224.0000	0.216	159	11-025100.0000	0.128
78	11-025210.0000	0.219	160	11-025099.0000	0.311
79	11-025188.0000	0.229	161	11-025098.0000	0.359
80	11-025187.0000	0.22	162	11-025097.0000	0.359
81	11-025164.0000	0.136	163	11-025096.0000	0.41
82	11-025163.0000	0.163	164	11-025095.0000	0.419
83	11-025223.0000	0.288	165	11-025318.0000	0.275
84	11-025223.1000	0.064	166	11-025066.0000	0.007
85	11-025221.1000	0.178	167	11-025065.0000	0.068
86	11-025221.0000	0.242	168	11-025064.0000	0.111
87	11-025220.0000	0.242	169	11-025063.0000	0.167
88	11-025219.0000	0.242	170	11-025062.0000	0.199
89	11-025218.0000	0.242	171	11-025061.0000	0.221
90	11-025217.0000	0.288	172	11-025060.0000	0.264
91	11-025216.0000	0.42	173	11-025317.0000	0.081
92	11-025216.1000	0.301	174	11-018008.0000	2.411
93	11-025215.0000	0.278	175	11-018029.0000	2.16
94	11-025214.0000	0.299	176	11-025321.1000	3.773
95	11-025209.0000	0.242	177	11-025147.0000	0.392
96	11-025208.0000	0.218	178	11-025173.0000	0.378
97	11-025207.0000	0.218	179	11-018008.0000	1.989
98	11-025206.0000	0.218	180	11-025195.2000	0.009
99	11-025205.0000	0.218	181	11-025195.1000	0.33
100	11-025204.0000	0.218	182	11-025172.0000	0.458
101	11-025203.0000	0.218	183	11-025146.0000	0.602
102	11-025202.0000	0.263	184	11-025195.0000	0.127
103	11-025201.0000	0.358	185	11-025145.0000	0.548
104	11-025201.2000	0.062	186	11-025171.0000	0.412
105	11-025201.1000	0.314	220	11-025192.0000	0.007



0245490

Feet

1 inch = 254 feet

Contract Area

Tax Parcels

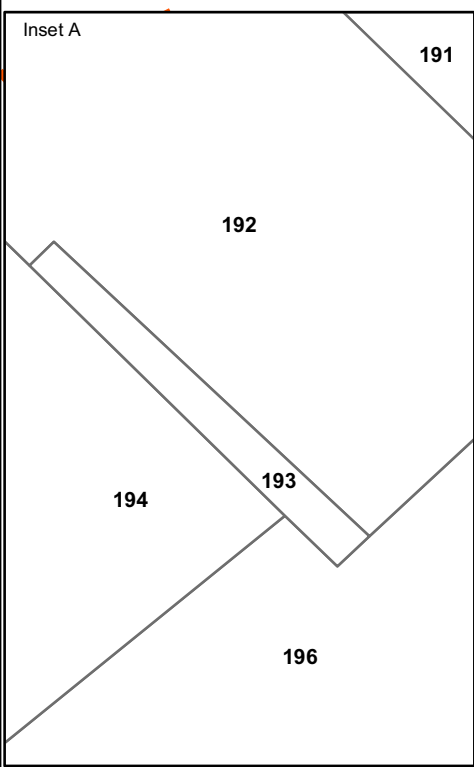
Section Lines

Richard Stalder C West Unit

Contract Area: 286.513 Acres

Lee Township, Monroe County

Date: 12/2/2021



Tract	TaxID	Acres
187	11-025272.1000	0.258
188	11-025272.0000	0.549
189	11-025281.0000	0.039
190	11-025273.0000	0.839
191	11-025320.1000	0.496
192	11-025320.0000	0.316
193	11-025321.0000	0.016
194	11-025321.0000	0.758
195	11-025325.0000	7.422
196	11-025322.0000	2.844
197	11-025359.0000	0.049
198	11-025322.1000	0.906
199	11-025327.0000	0.792
200	11-025324.0000	0.351
201	11-025325.0000	1.614
202	11-025326.0000	0.646
203	11-025328.0000	0.033
204	11-025340.0000	1.474
205	11-025334.0000	0.058
206	11-025333.0000	0.157
207	11-025341.1000	0.309
208	11-025341.0000	2.382
209	11-025341.2000	2.051
210	11-025339.0000	1.38
211	11-025337.0000	1.157
212	11-025336.0000	0.039
213	11-025342.0000	0.17
214	11-025346.0000	5.899
215	11-025344.0000	2.985
216	11-017024.0000	0.311
217	11-017025.0000	23.611
218	11-017028.0000	5.714
219	11-017001.0000	9.638

0310620

Feet

1 inch = 319 feet

Contract Area

Tax Parcels

Section Lines

Richard Stalder C West Unit

Exhibit A-1d

Contract Area: 286.513 Acres

Lee Township, Monroe County

Date: 12/2/2021



Master Unit Parcel Chart			
Tract No.	Parcel No.	Acres	Exhibit
1	11-011010.0000	0.675	Exhibit A -1b
2	11-011009.0000	0.264	Exhibit A -1b
3	11-011005.0000	1.894	Exhibit A -1b
4	11-011011.0000	0.684	Exhibit A -1b
5	11-011015.0000	1.18	Exhibit A -1b
6	11-011001.0000	17.679	Exhibit A -1b
7	11-019022.0000	0.29	Exhibit A -1b
8	11-011016.0000	5.938	Exhibit A -1b
9	11-019025.0000	11.326	Exhibit A -1b
10	11-019026.0000	29.697	Exhibit A -1b
11	11-019005.0000	1.146	Exhibit A -1b
12	11-019038.0000	0.086	Exhibit A -1b
13	11-019015.0000	0.025	Exhibit A -1b
14	11-019026.1000	5.985	Exhibit A -1b
15	11-018007.0000	28.081	Exhibit A -1b
16	11-018000.3000	3.155	Exhibit A -1b
17	11-018000.1000	0.026	Exhibit A -1b
18	11-018019.0000	13.388	Exhibit A -1b
19a	11-018002.0000	14.73	Exhibit A -1b
19b	11-018002.0000	0.455	Exhibit A -1c
20	11-018000.0000	2.679	Exhibit A -1b
21	11-018028.0000	1.697	Exhibit A -1b
22	11-018018.0000	0.184	Exhibit A -1b
23	11-018000.0000	1.098	Exhibit A -1b
24	11-018000.2000	0.742	Exhibit A -1b
25a	11-018001.0000	6.612	Exhibit A -1b
25b	11-018001.0000	2.774	Exhibit A -1c
26a	11-018024.0000	0.568	Exhibit A -1b
26b	11-018024.0000	3.613	Exhibit A -1c
27	11-018032.0000	0.208	Exhibit A -1c
28	11-025194.0000	0.037	Exhibit A -1c
29	11-018026.0000	0.266	Exhibit A -1c
30	11-018027.0000	1.103	Exhibit A -1c
31	11-018020.0000	1.043	Exhibit A -1c
32	11-018025.0000	0.995	Exhibit A -1c
33	11-025267.0000	0.876	Exhibit A -1c
34	11-025352.0000	0.049	Exhibit A -1c
35	11-025351.0000	0.358	Exhibit A -1c
36	11-025269.0000	0.701	Exhibit A -1c
37	11-025266.0000	0.42	Exhibit A -1c
38	11-025268.0000	0.793	Exhibit A -1c
39	11-025270.0000	0.771	Exhibit A -1c
40	11-025253.0000	0.744	Exhibit A -1c
41	11-018009.0000	0.424	Exhibit A -1c

42	11-025246.0000	0.273	Exhibit A -1c
43	11-025245.0000	0.252	Exhibit A -1c
44	11-025244.0000	0.391	Exhibit A -1c
45	11-025243.0000	0.258	Exhibit A -1c
46	11-025242.1000	0.028	Exhibit A -1c
47	11-025242.0000	0.191	Exhibit A -1c
48	11-025241.0000	0.223	Exhibit A -1c
49	11-025240.0000	0.227	Exhibit A -1c
50	11-025239.0000	0.231	Exhibit A -1c
51	11-025238.0000	0.235	Exhibit A -1c
52	11-025237.0000	0.386	Exhibit A -1c
53	11-025253.1000	0.671	Exhibit A -1c
54	11-025249.0000	0.469	Exhibit A -1c
55	11-025248.0000	0.633	Exhibit A -1c
56	11-025247.0000	0.623	Exhibit A -1c
57	11-018030.0000	0.318	Exhibit A -1c
58	11-025236.0000	0.215	Exhibit A -1c
59	11-025235.0000	0.417	Exhibit A -1c
60	11-025234.0000	0.077	Exhibit A -1c
61	11-025233.0000	0.269	Exhibit A -1c
62	11-025232.1000	0.061	Exhibit A -1c
63	11-025232.0000	0.154	Exhibit A -1c
64	11-025231.1000	0.104	Exhibit A -1c
65	11-025231.0000	0.114	Exhibit A -1c
66	11-025230.0000	0.149	Exhibit A -1c
67	11-025212.0000	0.218	Exhibit A -1c
68	11-025229.0000	0.315	Exhibit A -1c
69	11-025228.0000	0.193	Exhibit A -1c
70	11-025227.0000	0.193	Exhibit A -1c
71	11-025211.0000	0.214	Exhibit A -1c
72	11-025190.0000	0.237	Exhibit A -1c
73	11-025189.0000	0.173	Exhibit A -1c
74	11-025165.0000	0.033	Exhibit A -1c
75	11-025226.0000	0.302	Exhibit A -1c
76	11-025225.0000	0.239	Exhibit A -1c
77	11-025224.0000	0.216	Exhibit A -1c
78	11-025210.0000	0.219	Exhibit A -1c
79	11-025188.0000	0.229	Exhibit A -1c
80	11-025187.0000	0.22	Exhibit A -1c
81	11-025164.0000	0.136	Exhibit A -1c
82	11-025163.0000	0.163	Exhibit A -1c
83	11-025223.0000	0.288	Exhibit A -1c
84	11-025223.1000	0.064	Exhibit A -1c
85	11-025221.1000	0.178	Exhibit A -1c
86	11-025221.0000	0.242	Exhibit A -1c
87	11-025220.0000	0.242	Exhibit A -1c
88	11-025219.0000	0.242	Exhibit A -1c

89	11-025218.0000	0.242	Exhibit A -1c
90	11-025217.0000	0.288	Exhibit A -1c
91	11-025216.0000	0.42	Exhibit A -1c
92	11-025216.1000	0.301	Exhibit A -1c
93	11-025215.0000	0.278	Exhibit A -1c
94	11-025214.0000	0.299	Exhibit A -1c
95	11-025209.0000	0.242	Exhibit A -1c
96	11-025208.0000	0.218	Exhibit A -1c
97	11-025207.0000	0.218	Exhibit A -1c
98	11-025206.0000	0.218	Exhibit A -1c
99	11-025205.0000	0.218	Exhibit A -1c
100	11-025204.0000	0.218	Exhibit A -1c
101	11-025203.0000	0.218	Exhibit A -1c
102	11-025202.0000	0.263	Exhibit A -1c
103	11-025201.0000	0.358	Exhibit A -1c
104	11-025201.2000	0.062	Exhibit A -1c
105	11-025201.1000	0.314	Exhibit A -1c
106	11-025200.0000	0.075	Exhibit A -1c
107	11-025199.0000	0.306	Exhibit A -1c
108	11-025198.0000	0.261	Exhibit A -1c
109	11-025197.0000	0.263	Exhibit A -1c
110	11-025196.0000	0.222	Exhibit A -1c
111	11-025186.0000	0.208	Exhibit A -1c
112	11-025185.0000	0.191	Exhibit A -1c
113	11-025184.0000	0.096	Exhibit A -1c
114	11-025183.1000	0.096	Exhibit A -1c
115	11-025183.0000	0.191	Exhibit A -1c
116	11-025182.0000	0.191	Exhibit A -1c
117	11-025181.0000	0.191	Exhibit A -1c
118	11-025180.0000	0.191	Exhibit A -1c
119	11-025179.0000	0.191	Exhibit A -1c
120	11-025178.0000	0.191	Exhibit A -1c
121	11-025177.0000	0.169	Exhibit A -1c
122	11-025151.1000	0.297	Exhibit A -1c
123	11-025151.3000	0.273	Exhibit A -1c
124	11-025176.0000	0.28	Exhibit A -1c
125	11-0xxxxx.0000	0.042	Exhibit A -1c
126	11-025175.0000	0.277	Exhibit A -1c
127	11-025174.0000	0.279	Exhibit A -1c
128	11-025174.0000	0.278	Exhibit A -1c
129	11-025162.0000	0.182	Exhibit A -1c
130	11-025161.0000	0.203	Exhibit A -1c
131	11-025160.0000	0.205	Exhibit A -1c
132	11-025159.0000	0.205	Exhibit A -1c
133	11-025158.0000	0.205	Exhibit A -1c
134	11-025157.0000	0.205	Exhibit A -1c
135	11-025156.0000	0.207	Exhibit A -1c

136	11-025155.0000	0.207	Exhibit A -1c
137	11-025154.0000	0.207	Exhibit A -1c
138	11-025153.0000	0.153	Exhibit A -1c
139	11-025152.0000	0.457	Exhibit A -1c
140	11-025151.0000	0.37	Exhibit A -1c
141	11-025150.0000	0.611	Exhibit A -1c
142	11-025149.0000	0.368	Exhibit A -1c
143	11-025148.0000	0.329	Exhibit A -1c
144	11-025131.0000	0.025	Exhibit A -1c
145	11-025130.0000	0.097	Exhibit A -1c
146	11-025129.0000	0.135	Exhibit A -1c
147	11-025128.0000	0.185	Exhibit A -1c
148	11-025127.0000	0.274	Exhibit A -1c
149	11-025126.0000	0.277	Exhibit A -1c
150	11-025125.0000	0.232	Exhibit A -1c
151	11-025124.0000	0.406	Exhibit A -1c
152	11-025123.0000	0.383	Exhibit A -1c
153	11-025122.0000	0.384	Exhibit A -1c
154	11-025121.0000	0.442	Exhibit A -1c
155	11-025120.0000	0.489	Exhibit A -1c
156	11-025319.0000	0.61	Exhibit A -1c
157	11-025102.0000	0.017	Exhibit A -1c
158	11-025101.0000	0.087	Exhibit A -1c
159	11-025100.0000	0.128	Exhibit A -1c
160	11-025099.0000	0.311	Exhibit A -1c
161	11-025098.0000	0.359	Exhibit A -1c
162	11-025097.0000	0.359	Exhibit A -1c
163	11-025096.0000	0.41	Exhibit A -1c
164	11-025095.0000	0.419	Exhibit A -1c
165	11-025318.0000	0.275	Exhibit A -1c
166	11-025066.0000	0.007	Exhibit A -1c
167	11-025065.0000	0.068	Exhibit A -1c
168	11-025064.0000	0.111	Exhibit A -1c
169	11-025063.0000	0.167	Exhibit A -1c
170	11-025062.0000	0.199	Exhibit A -1c
171	11-025061.0000	0.221	Exhibit A -1c
172	11-025060.0000	0.264	Exhibit A -1c
173	11-025317.0000	0.081	Exhibit A -1c
174	11-018008.0000	2.411	Exhibit A -1c
175	11-018029.0000	2.16	Exhibit A -1c
176	11-025321.1000	3.773	Exhibit A -1c
177	11-025147.0000	0.392	Exhibit A -1c
178	11-025173.0000	0.378	Exhibit A -1c
179	11-018008.0000	1.989	Exhibit A -1c
180	11-025195.2000	0.009	Exhibit A -1c
181	11-025195.1000	0.33	Exhibit A -1c
182	11-025172.0000	0.458	Exhibit A -1c

183	11-025146.0000	0.602	Exhibit A -1c
184	11-025195.0000	0.127	Exhibit A -1c
185	11-025145.0000	0.548	Exhibit A -1c
186	11-025171.0000	0.412	Exhibit A -1c
187	11-025272.1000	0.258	Exhibit A - 1d
188	11-025272.0000	0.549	Exhibit A - 1d
189	11-025281.0000	0.039	Exhibit A - 1d
190	11-025273.0000	0.839	Exhibit A - 1d
191	11-025320.1000	0.496	Exhibit A - 1d
192	11-025320.0000	0.316	Exhibit A - 1d
193	11-025321.1000	0.016	Exhibit A - 1d
194	11-025321.0000	0.758	Exhibit A - 1d
195	11-025325.0000	7.422	Exhibit A - 1d
196	11-025322.0000	2.844	Exhibit A - 1d
197	11-025359.0000	0.049	Exhibit A - 1d
198	11-025322.1000	0.906	Exhibit A - 1d
199	11-025327.0000	0.792	Exhibit A - 1d
200	11-025324.0000	0.351	Exhibit A - 1d
201	11-025325.0000	1.614	Exhibit A - 1d
202	11-025326.0000	0.646	Exhibit A - 1d
203	11-025328.0000	0.033	Exhibit A - 1d
204	11-025340.0000	1.474	Exhibit A - 1d
205	11-025334.0000	0.058	Exhibit A - 1d
206	11-025333.0000	0.157	Exhibit A - 1d
207	11-025341.1000	0.309	Exhibit A - 1d
208	11-025341.0000	2.382	Exhibit A - 1d
209	11-025341.2000	2.051	Exhibit A - 1d
210	11-025339.0000	1.38	Exhibit A - 1d
211	11-025337.0000	1.157	Exhibit A - 1d
212	11-025336.0000	0.039	Exhibit A - 1d
213	11-025342.0000	0.17	Exhibit A - 1d
214	11-025346.0000	5.899	Exhibit A - 1d
215	11-025344.0000	2.985	Exhibit A - 1d
216	11-017024.0000	0.311	Exhibit A - 1d
217	11-017025.0000	23.611	Exhibit A - 1d
218	11-017028.0000	5.714	Exhibit A - 1d
219	11-017001.0000	9.638	Exhibit A - 1d
220	11-025192.0000	0.007	Exhibit A -1c

Exhibit A-2 All Mineral Owners in the proposed Richard Stalder C West Unit.															
Tract Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Committed Working Interest Percentage	Applicant Working Interest Percentage	Equinor USA Onshore Properties Inc. Working Interest Percentage	Address	City	State	Zip
1	Nancy S. Rush, Trustee under the Rush Family Trust Agreement dated the 7th day of April, 1998	Yes	1.000000	0.675	0.235591%	11-011010.0000	Lee	Monroe	0.235591%	0.222792%	0.012799%	37410 5th Avenue	Sardis	OH	43946
2	Vine Royalty, LP	Yes	1.000000	0.264	0.092142%	11-011009.0000	Lee	Monroe	0.092142%	0.087137%	0.005006%	Attn: Adam R. Cox 600 Travis Street, Suite 7200	Houston	TX	77002
3	Vertical Acres, LLC	Yes	1.000000	1.894	0.661052%	11-011005.0000	Lee	Monroe	0.661052%	0.625139%	0.035913%	Attn: Richard D. Stalder 36545 State Route 7	Sardis	OH	43946
4	Gale R. Merckle and Cynthia A. Merckle, husband and wife, for their joint lives, remainder to the survivor of them	Yes	1.000000	0.684	0.238733%	11-011011.0000	Lee	Monroe	0.238733%	0.225763%	0.012970%	38008 Pattons Run Road	Sardis	OH	43946
5	Gale R. Merckle and Cynthia A. Merckle, husband and wife, for their joint lives, remainder to the survivor of them	Yes	1.000000	1.180	0.411849%	11-011015.0000	Lee	Monroe	0.411849%	0.389474%	0.022375%	38008 Pattons Run Road	Sardis	OH	43946
6	Vertical Acres, LLC	Yes	1.000000	17.679	6.170401%	11-011001.0000	Lee	Monroe	6.170401%	5.835177%	0.335223%	Attn: Richard D. Stalder 36545 State Route 7	Sardis	OH	43946
7	Gale R. Merckle	Yes	1.000000	0.290	0.101217%	11-019022.0000	Lee	Monroe	0.101217%	0.095718%	0.005499%	38008 Pattons Run Road	Sardis	OH	43946
8	Vertical Acres, LLC	Yes	1.000000	5.938	2.072506%	11-011016.0000	Lee	Monroe	2.072506%	1.959912%	0.112594%	Attn: Richard D. Stalder 36545 State Route 7	Sardis	OH	43946
9	Gale R. Merckle and Cynthia A. Merckle, husband and wife, for their joint lives, remainder to the survivor of them	Yes	1.000000	11.326	3.953049%	11-019025.0000	Lee	Monroe	3.953049%	3.738289%	0.214760%	38008 Pattons Run Road	Sardis	OH	43946
10	Vertical Acres, LLC	Yes	1.000000	29.697	10.364975%	11-019026.0000	Lee	Monroe	10.364975%	9.801870%	0.563105%	Attn: Richard D. Stalder 36545 State Route 7	Sardis	OH	43946
11	Robert K. Tyler, as survivorship tenant	Yes	1.000000	1.146	0.399982%	11-019005.0000	Lee	Monroe	0.399982%	0.378252%	0.021730%	49892 Benwood Road	Sardis	OH	43946
	Roy L. Tyler, as survivorship tenant											1805 Chippewa Drive	Circleville	OH	43113
12	Robert K. Tyler and Linda R. Tyler, husband and wife, for their joint lives, the remainder to the survivor of them	Yes	1.000000	0.086	0.030016%	11-019038.0000	Lee	Monroe	0.030016%	0.028385%	0.001631%	49892 Benwood Road	Sardis	OH	43946
13	Robert K. Tyler and Linda R. Tyler, husband and wife, as survivorship tenants	Yes	1.000000	0.025	0.008726%	11-019015.0000	Lee	Monroe	0.008726%	0.008252%	0.000474%	49892 Benwood Road	Sardis	OH	43946
14	Vertical Acres, LLC	Yes	1.000000	5.985	2.088910%	11-019026.1000	Lee	Monroe	2.088910%	1.975425%	0.113486%	Attn: Richard D. Stalder 36545 State Route 7	Sardis	OH	43946
15	OTF ENT., LLC	Yes	1.000000	28.081	9.800951%	11-018007.0000	Lee	Monroe	9.800951%	9.268489%	0.532463%	Attn: Mark Winkler PO Box 27116	Tampa	FL	33623
16	The Trustees of Lee Township, Monroe County, Ohio	Yes	1.000000	3.155	1.101172%	11-018000.3000	Lee	Monroe	1.101172%	1.041348%	0.059824%	Attn: John Pyles PO Box 219	Sardis	OH	43946
17	The Trustees of Lee Township, Monroe County, Ohio	Yes	1.000000	0.026	0.009075%	11-018000.1000	Lee	Monroe	0.009075%	0.008582%	0.000493%	Attn: John Pyles PO Box 219	Sardis	OH	43946
18	Warren A. Whittaker	Yes	0.250000	3.347	1.168184%	11-018019.0000	Lee	Monroe	1.168184%	1.104720%	0.063465%	37991 State Route 7	Sardis	OH	43946
18	Linda M. Whittaker	Yes	0.250000	3.347	1.168184%	11-018019.0000	Lee	Monroe	1.168184%	1.104720%	0.063465%	230 Lang Drive	New Martinsville	WV	26155
18	Chad Brian Smith and Carol A. Coleman	Yes	0.500000	6.694	2.336369%	11-018019.0000	Lee	Monroe	2.336369%	2.209439%	0.126929%	50122 Benwood Road	Sardis	OH	43946
19a	Work Resources, LLC	Yes	1.000000	14.730	5.141128%	11-018002.0000	Lee	Monroe	5.141128%	4.861823%	0.279305%	Attn: Alex Work 314 W. Sycamore St	Pittsburgh	PA	15211
19b	Work Resources, LLC	Yes	1.000000	0.455	0.158806%	11-018002.0000	Lee	Monroe	0.158806%	0.158806%	0.000000%	Attn: Alex Work 314 W. Sycamore St	Pittsburgh	PA	15211
20	The Trustees of Lee Township, Monroe County, Ohio	Yes	1.000000	2.679	0.935036%	11-018000.0000	Lee	Monroe	0.935036%	0.935036%	0.000000%	Attn: John Pyles PO Box 219	Sardis	OH	43946
21	The Trustees of Lee Township, Monroe County, Ohio	Yes	1.000000	1.697	0.592294%	11-018028.0000	Lee	Monroe	0.592294%	0.560116%	0.032178%	Attn: John Pyles PO Box 219	Sardis	OH	43946
22	Ohio and Lee Township Water and Sewer Authority	Yes	1.000000	0.184	0.064220%	11-018018.0000	Lee	Monroe	0.064220%	0.060732%	0.003489%	Attn: Raymond Walker PO Box 182	Hannibal	OH	43931
23	The Trustees of Lee Township, Monroe County, Ohio	Yes	1.000000	1.098	0.383229%	11-018000.0000	Lee	Monroe	0.383229%	0.383229%	0.000000%	Attn: John Pyles PO Box 219	Sardis	OH	43946
24	The Trustees of Lee Township, Monroe County, Ohio	Yes	1.000000	0.742	0.258976%	11-018000.2000	Lee	Monroe	0.258976%	0.244906%	0.014070%	Attn: John Pyles PO Box 219	Sardis	OH	43946
25a	Vine Royalty, LP	Yes	1.000000	6.612	2.307749%	11-018001.0000	Lee	Monroe	2.307749%	2.182374%	0.125375%	Attn: Adam R. Cox 600 Travis Street, Suite 7200	Houston	TX	77002

25b	Vine Royalty, LP	Yes	1.000000	2.774	0.968193%	11-018001.0000	Lee	Monroe	0.968193%	0.968193%	0.000000%	Attn: Adam R. Cox 600 Travis Street, Suite 7200	Houston	TX	77002
26a	Phillip D. Tuttle and Patricia A. Tuttle (Life Tenants)	Yes	1.000000	0.568	0.198246%	11-018024.0000	Lee	Monroe	0.198246%	0.187476%	0.010770%	606 Fourth Street	New Martinsville	WV	26155
	Michael A. Tuttle (Remainderman)											16695 W. Reserve Road	Berlin Center	OH	44401
	Janet Kay Tuttle (Remainderman)											Unknown	Unknown	Unknown	Unknown
	Kathryn Lynn Daugherty (Remainderman)											Unknown	Unknown	Unknown	Unknown
26b	Phillip D. Tuttle and Patricia A. Tuttle (Life Tenants)	Yes	1.000000	3.613	1.261025%	11-018024.0000	Lee	Monroe	1.261025%	1.261025%	0.000000%	606 Fourth Street	New Martinsville	WV	26155
	Michael A. Tuttle (Remainderman)											16695 W. Reserve Road	Berlin Center	OH	44401
	Janet Kay Tuttle (Remainderman)											Unknown	Unknown	Unknown	Unknown
	Kathryn Lynn Daugherty (Remainderman)											Unknown	Unknown	Unknown	Unknown
27	The Bradfield Family Trust, Dated April 13, 1999, John Bradfield and Johnna R. Bradfield, Co-Trustees	Yes	1.000000	0.208	0.072597%	11-018032.0000	Lee	Monroe	0.072597%	0.072597%	0.000000%	37187 5th Avenue	Sardis	OH	43946
28	Theodore W. Hunt and Denise R. Hunt, husband and wife, as survivorship tenants	Yes	1.000000	0.037	0.012914%	11-025194.0000	Lee	Monroe	0.012914%	0.012914%	0.000000%	27824 Jill Street	Sardis	OH	43946
29	Theodore W. Hunt and Denise R. Hunt, husband and wife, as survivorship tenants	Yes	1.000000	0.266	0.092840%	11-018026.0000	Lee	Monroe	0.092840%	0.092840%	0.000000%	27824 Jill Street	Sardis	OH	43946
30	Board of Township Trustees of Lee Township	Yes	1.000000	1.103	0.384974%	11-018027.0000	Lee	Monroe	0.384974%	0.384974%	0.000000%	Attn: John Pyles PO Box 219	Sardis	OH	43946
31	Vincent M. Reusser	Yes	1.000000	1.043	0.364032%	11-018020.0000	Lee	Monroe	0.364032%	0.364032%	0.000000%	37323 Broaddus Road	Sardis	OH	43946
32	Michael D. Price and Jill A. Price, husband and wife, as survivorship tenants	Yes	1.000000	0.995	0.347279%	11-018025.0000	Lee	Monroe	0.347279%	0.347279%	0.000000%	37254 Border Street	Sardis	OH	43946
33	Winfred Howell, single	Yes	1.000000	0.876	0.305745%	11-025267.0000	Lee	Monroe	0.305745%	0.305745%	0.000000%	37260 Border Street	Sardis	OH	43946
34	Karen S. Pyles	Yes	1.000000	0.049	0.017102%	11-025352.0000	Lee	Monroe	0.017102%	0.017102%	0.000000%	37417 Wood Street	Sardis	OH	43946
35	Perry Raper and Beth Raper, husband and wife, as survivorship tenants	Yes	1.000000	0.358	0.124951%	11-025351.0000	Lee	Monroe	0.124951%	0.124951%	0.000000%	37393 Wood Street	Sardis	OH	43946
36	Ricky A. Farley and Nancy J. Farley, husband and wife, as survivorship tenants	Yes	1.000000	0.701	0.244666%	11-025269.0000	Lee	Monroe	0.244666%	0.244666%	0.000000%	37389 Wood Street	Sardis	OH	43946
37	Living Quarters, LLC	Yes	1.000000	0.420	0.146590%	11-025266.0000	Lee	Monroe	0.146590%	0.146590%	0.000000%	Attn: Renee Blough 37307 5th Avenue	Sardis	OH	43946
38	Marcia L. Scott and James D. Scott, Jr., wife and husband, as survivorship Tenants	Yes	1.000000	0.793	0.276776%	11-025268.0000	Lee	Monroe	0.276776%	0.276776%	0.000000%	37262 Border Street	Sardis	OH	43946
39	Luke A. Myers and Karah R. Myers, husband and wife, as survivorship Tenants	Yes	1.000000	0.771	0.269098%	11-025270.0000	Lee	Monroe	0.269098%	0.269098%	0.000000%	37363 Wood Street	Sardis	OH	43946
40	Barry M. Grimes	Yes	1.000000	0.744	0.259674%	11-025253.0000	Lee	Monroe	0.259674%	0.259674%	0.000000%	37330 Wood Street	Sardis	OH	43946
41	Richard E. Collins, married	Yes	0.500000	0.212	0.073993%	11-018009.0000	Lee	Monroe	0.073993%	0.073993%	0.000000%	6107 Wells Road	Shreve	OH	44676
41	Roberta C. Blue, married	Yes	0.500000	0.212	0.073993%	11-018009.0000	Lee	Monroe	0.073993%	0.073993%	0.000000%	37250 Border Street	Sardis	OH	43946
42	Phillip D. Tuttle and Patricia A. Tuttle (Life Tenants)	Yes	1.000000	0.273	0.095284%	11-025246.0000	Lee	Monroe	0.095284%	0.095284%	0.000000%	606 Fourth Street	New Martinsville	WV	26155
	Michael A. Tuttle (Remainderman)														
	Janet Kay Tuttle (Remainderman)														
	Kathryn Lynn Daugherty (Remainderman)														
43	Charles O. Blue and Roberta C. Blue, husband and wife (Life Tenants)	Yes	1.000000	0.252	0.087954%	11-025245.0000	Lee	Monroe	0.087954%	0.087954%	0.000000%	37250 Border Street	Sardis	OH	43946
	Robert C. Blue and Sarah Blue, husband and wife (Remaindermen)											1124 W. Bogart Road	Sandusky	OH	44870
	Timothy O. Blue and Lisa Blue, husband and wife (Remaindermen)											210 Neff Street	Powhatan Point	OH	43942
	Trudy K. Yanchik and David Yanchik, wife and husband (Remaindermen)											3108 Bible Drive	Bellefontaine	OH	43311
44	Charles O. Blue and Roberta C. Blue, husband and wife (Life Tenants)	Yes	1.000000	0.391	0.136469%	11-025244.0000	Lee	Monroe	0.136469%	0.136469%	0.000000%	37250 Border Street	Sardis	OH	43946
	Robert C. Blue and Sarah Blue, husband and wife (Remaindermen)											1124 W. Bogart Road	Sandusky	OH	44870
	Timothy O. Blue and Lisa Blue, husband and wife (Remaindermen)											210 Neff Street	Powhatan Point	OH	43942
	Trudy K. Yanchik and David Yanchik, wife and husband (Remaindermen)											3108 Bible Drive	Bellefontaine	OH	43311
45	James O. Miller, Jr. and Ruth Ann Miller, husband and wife, as survivorship tenants	Yes	1.000000	0.258	0.090048%	11-025243.0000	Lee	Monroe	0.090048%	0.090048%	0.000000%	37255 Border St.	Sardis	OH	43946
46	James O. Miller, Jr. and Ruth Ann Miller, husband and wife, as survivorship tenants	Yes	1.000000	0.028	0.009773%	11-025242.1000	Lee	Monroe	0.009773%	0.009773%	0.000000%	37255 Border St.	Sardis	OH	43946

47	Sardis Church of Christ, Inc.	Yes	1.000000	0.191	0.066664%	11-025242.0000	Lee	Monroe	0.066664%	0.066664%	0.000000%	Attn: Ralph E. Hall 37266 Seventh Avenue	Sardis	OH	43946
48	Sardis Church of Christ, Inc.	Yes	1.000000	0.223	0.077832%	11-025241.0000	Lee	Monroe	0.077832%	0.077832%	0.000000%	Attn: Ralph E. Hall 37266 Seventh Avenue	Sardis	OH	43946
49	Sardis Church of Christ, Inc.	Yes	1.000000	0.227	0.079229%	11-025240.0000	Lee	Monroe	0.079229%	0.079229%	0.000000%	Attn: Ralph E. Hall 37266 Seventh Avenue	Sardis	OH	43946
50	Harold R. Deskins	Yes	1.000000	0.231	0.080625%	11-025239.0000	Lee	Monroe	0.080625%	0.080625%	0.000000%	37220 Mound Street	Sardis	OH	43946
51	Michael E. Brown and Elizabeth A. Brown, husband and wife, for their joint lives, remainder to the survivor of them	Yes	1.000000	0.235	0.082021%	11-025238.0000	Lee	Monroe	0.082021%	0.082021%	0.000000%	PO Box 112	Sardis	OH	43946
52	Michael E. Brown and Elizabeth A. Brown, husband and wife, for their joint lives, remainder to the survivor of them	Yes	1.000000	0.386	0.134723%	11-025237.0000	Lee	Monroe	0.134723%	0.134723%	0.000000%	PO Box 112	Sardis	OH	43946
53	Kenneth J. Shanholtzer	Yes	1.000000	0.671	0.234195%	11-025253.1000	Lee	Monroe	0.234195%	0.234195%	0.000000%	37470 Wood Street	Sardis	OH	43946
54	William T. Dent and Roberta E. Dent, husband and wife, as survivorship tenants	Yes	1.000000	0.469	0.163692%	11-025249.0000	Lee	Monroe	0.163692%	0.163692%	0.000000%	37352 7th Avenue	Sardis	OH	43946
55	William T. Dent and Roberta E. Dent, husband and wife, as survivorship tenants	Yes	1.000000	0.633	0.220932%	11-025248.0000	Lee	Monroe	0.220932%	0.220932%	0.000000%	37352 7th Avenue	Sardis	OH	43946
56	Janet Lewis, single	Yes	0.500000	0.312	0.108721%	11-025247.0000	Lee	Monroe	0.108721%	0.108721%	0.000000%	37334 7th Avenue	Sardis	OH	43946
56	James N. Lewis, single	Yes	0.500000	0.312	0.108721%	11-025247.0000	Lee	Monroe	0.108721%	0.108721%	0.000000%	37334 7th Avenue	Sardis	OH	43946
57	Janet Lewis, single	Yes	0.500000	0.159	0.055495%	11-018030.0000	Lee	Monroe	0.055495%	0.055495%	0.000000%	37334 7th Avenue	Sardis	OH	43946
57	James N. Lewis, single	Yes	0.500000	0.159	0.055495%	11-018030.0000	Lee	Monroe	0.055495%	0.055495%	0.000000%	37334 7th Avenue	Sardis	OH	43946
58	Leah F. Hulsey, single	Yes	1.000000	0.215	0.075040%	11-025236.0000	Lee	Monroe	0.075040%	0.075040%	0.000000%	37303 Muskingum Street	Sardis	OH	43946
59	Philip B. Hulsey and Shelley L. Hulsey, husband and wife, as survivorship tenants	Yes	1.000000	0.417	0.145543%	11-025235.0000	Lee	Monroe	0.145543%	0.145543%	0.000000%	37357 7th Avenue	Sardis	OH	43946
60	Philip B. Hulsey and Shelley L. Hulsey, husband and wife, as survivorship tenants	Yes	1.000000	0.077	0.026875%	11-025234.0000	Lee	Monroe	0.026875%	0.026875%	0.000000%	37357 7th Avenue	Sardis	OH	43946
61	Ruth Ann Billiter	Yes	1.000000	0.269	0.093888%	11-025233.0000	Lee	Monroe	0.093888%	0.093888%	0.000000%	37157 Mound Street	Sardis	OH	43946
62	Ruth Ann Billiter	Yes	1.000000	0.061	0.021290%	11-025232.1000	Lee	Monroe	0.021290%	0.021290%	0.000000%	37157 Mound Street	Sardis	OH	43946
63	Sardis Volunteer Fire Department, Inc., an Ohio nonprofit Corporation	Yes	1.000000	0.154	0.053750%	11-025232.0000	Lee	Monroe	0.053750%	0.053750%	0.000000%	Attn: Kevin Winkler 37286 Muskingum Street	Sardis	OH	43946
64	Sardis Volunteer Fire Department, Inc., an Ohio nonprofit Corporation	Yes	1.000000	0.104	0.036299%	11-025231.1000	Lee	Monroe	0.036299%	0.036299%	0.000000%	Attn: Kevin Winkler 37286 Muskingum Street	Sardis	OH	43946
65	Philip Hulsey and Shelley Hulsey, husband and wife, the remainder to the survivor of them	Yes	1.000000	0.114	0.039789%	11-025231.0000	Lee	Monroe	0.039789%	0.039789%	0.000000%	37357 7th Avenue	Sardis	OH	43946
66	Philip Hulsey and Shelley Hulsey, husband and wife, the remainder to the survivor of them	Yes	1.000000	0.149	0.052005%	11-025230.0000	Lee	Monroe	0.052005%	0.052005%	0.000000%	37357 7th Avenue	Sardis	OH	43946
67	Karen S. Busche, a/k/a Karen S. Jarvis and Ronald D. Busche, wife and husband	Yes	1.000000	0.218	0.076087%	11-025212.0000	Lee	Monroe	0.076087%	0.076087%	0.000000%	41512 Bethel Ridge	New Matamoras	OH	45767
68	Bradley R. Boggs	Yes	1.000000	0.315	0.109943%	11-025229.0000	Lee	Monroe	0.109943%	0.109943%	0.000000%	PO Box 427	Sardis	OH	43946
69	Bradley R. Boggs	Yes	1.000000	0.193	0.067362%	11-025228.0000	Lee	Monroe	0.067362%	0.067362%	0.000000%	PO Box 427	Sardis	OH	43946
70	Wilbert Junior Pyles and Lorna J. Pyles, husband and wife	Yes	1.000000	0.193	0.067362%	11-025227.0000	Lee	Monroe	0.067362%	0.067362%	0.000000%	36022 State Route 7	Sardis	OH	43946
71	Wilbert Junior Pyles and Lorna J. Pyles, husband and wife	Yes	1.000000	0.214	0.074691%	11-025211.0000	Lee	Monroe	0.074691%	0.074691%	0.000000%	36022 State Route 7	Sardis	OH	43946
72	Mack L. McConnell	Yes	1.000000	0.237	0.082719%	11-025190.0000	Lee	Monroe	0.082719%	0.082719%	0.000000%	37261 Monroe Street	Sardis	OH	43946
73	Living Quarters, LLC	Yes	1.000000	0.173	0.060381%	11-025189.0000	Lee	Monroe	0.060381%	0.060381%	0.000000%	Attn: Renee Blough 37307 5th Avenue	Sardis	OH	43946
74	Gerald D. Okey	Yes	0.500000	0.017	0.005759%	11-025165.0000	Lee	Monroe	0.005759%	0.005759%	0.000000%	Box 141, 37241 5th Avenue	Sardis	OH	43946
74	Arlene M. Okey	Yes	0.500000	0.017	0.005759%	11-025165.0000	Lee	Monroe	0.005759%	0.005759%	0.000000%	Box 141, 37241 5th Avenue	Sardis	OH	43946
75	Marie E. Litman	No	1.000000	0.302	0.105405%	11-025226.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	P.O. Box 99	Sardis	OH	43946
76	James H. Smith and Debbie L. Smith, husband and wife	Yes	1.000000	0.239	0.083417%	11-025225.0000	Lee	Monroe	0.083417%	0.083417%	0.000000%	37298 Monroe Street	Sardis	OH	43946
77	James H. Smith and Debbie L. Smith, husband and wife	Yes	1.000000	0.216	0.075389%	11-025224.0000	Lee	Monroe	0.075389%	0.075389%	0.000000%	37298 Monroe Street	Sardis	OH	43946
78	Jack Hoffman, single	Yes	1.000000	0.219	0.076436%	11-025210.0000	Lee	Monroe	0.076436%	0.076436%	0.000000%	37274 Monroe Street	Sardis	OH	43946
79	James H. Smith and Debbie L. Smith, husband and wife, as survivorship tenants	Yes	1.000000	0.229	0.079927%	11-025188.0000	Lee	Monroe	0.079927%	0.079927%	0.000000%	37298 Monroe Street	Sardis	OH	43946
80	James H. Smith and Debbie L. Smith, husband and wife, as survivorship tenants	Yes	1.000000	0.220	0.076785%	11-025187.0000	Lee	Monroe	0.076785%	0.076785%	0.000000%	37298 Monroe Street	Sardis	OH	43946
81	Russell W. Miller Living Trust, dated January 17, 2011, by Diana S. Kukura, Trustee	Yes	1.000000	0.136	0.047467%	11-025164.0000	Lee	Monroe	0.047467%	0.047467%	0.000000%	68627 Bannock Street	St. Clairsville	OH	43950
82	Russell W. Miller Living Trust, dated January 17, 2011, by Diana S. Kukura, Trustee	Yes	1.000000	0.163	0.056891%	11-025163.0000	Lee	Monroe	0.056891%	0.056891%	0.000000%	68627 Bannock Street	St. Clairsville	OH	43950
83	David Van Camp and Brenda Sue Van Camp, husband and wife	Yes	1.000000	0.288	0.100519%	11-025223.0000	Lee	Monroe	0.100519%	0.100519%	0.000000%	37256 7th Avenue	Sardis	OH	43946
84	David Van Camp and Brenda Sue Van Camp, husband and wife	Yes	1.000000	0.064	0.022338%	11-025223.1000	Lee	Monroe	0.022338%	0.022338%	0.000000%	37256 7th Avenue	Sardis	OH	43946
85	Sardis Church of Christ, Inc.	Yes	1.000000	0.178	0.062126%	11-025222.0000	Lee	Monroe	0.062126%	0.062126%	0.000000%	Attn: Ralph E. Hall 37266 Seventh Avenue	Sardis	OH	43946



86	Sardis Church of Christ, Inc.	Yes	1.000000	0.242	0.084464%	11-025221.0000	Lee	Monroe	0.084464%	0.084464%	0.000000%	Attn: Ralph E. Hall 37266 Seventh Avenue	Sardis	OH	43946
87	Sardis Church of Christ, Inc.	Yes	1.000000	0.242	0.084464%	11-025220.0000	Lee	Monroe	0.084464%	0.084464%	0.000000%	Attn: Ralph E. Hall 37266 Seventh Avenue	Sardis	OH	43946
88	Sardis Church of Christ, Inc.	Yes	1.000000	0.242	0.084464%	11-025219.0000	Lee	Monroe	0.084464%	0.084464%	0.000000%	Attn: Ralph E. Hall 37266 Seventh Avenue	Sardis	OH	43946
89	Becky D. Anderson	Yes	0.333333	0.081	0.028155%	11-025218.0000	Lee	Monroe	0.028155%	0.028155%	0.000000%	107 Clarinda Drive	Clarington	OH	43915
89	Denise R. Doty	Yes	0.333333	0.081	0.028155%	11-025218.0000	Lee	Monroe	0.028155%	0.028155%	0.000000%	714 Maple Avenue	New Martinsville	WV	26155
89	Darrell D. Hoskins	Yes	0.333333	0.081	0.028155%	11-025218.0000	Lee	Monroe	0.028155%	0.028155%	0.000000%	52562 Sycamore St	Hannibal	OH	43931
90	Becky D. Anderson	Yes	0.333333	0.096	0.033506%	11-025217.0000	Lee	Monroe	0.033506%	0.033506%	0.000000%	107 Clarinda Drive	Clarington	OH	43915
90	Denise R. Doty	Yes	0.333333	0.096	0.033506%	11-025217.0000	Lee	Monroe	0.033506%	0.033506%	0.000000%	714 Maple Avenue	New Martinsville	WV	26155
90	Darrell D. Hoskins	Yes	0.333333	0.096	0.033506%	11-025217.0000	Lee	Monroe	0.033506%	0.033506%	0.000000%	52562 Sycamore St	Hannibal	OH	43931
91	Andrea K. Decker, f/k/a Andrea K. Blake	No	0.500000	0.210	0.073295%	11-025216.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37304 Wood Street	Sardis	OH	43946
91	Unknown Heirs or Assigns of George Martin, deceased	No	0.500000	0.210	0.073295%	11-025216.0000	Lee	Monroe	0.000000%	Unknown	0.000000%	Unknown	Unknown	Unknown	Unknown
92	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as survivorship tenants	Yes	1.000000	0.301	0.105056%	11-025216.1000	Lee	Monroe	0.105056%	0.105056%	0.000000%	37313 7th Avenue	Sardis	OH	43946
93	Mike R. Bohrer	Yes	1.000000	0.278	0.097029%	11-025215.0000	Lee	Monroe	0.097029%	0.097029%	0.000000%	37304 7th Avenue	Sardis	OH	43946
94	Lillian L. Underwood	Yes	1.000000	0.299	0.104358%	11-025214.0000	Lee	Monroe	0.104358%	0.104358%	0.000000%	37310 7th Avenue	Sardis	OH	43946
95	Carol Yvonne Weber and Francis Terrell Weber, wife and husband	Yes	0.500000	0.121	0.042232%	11-025209.0000	Lee	Monroe	0.042232%	0.042232%	0.000000%	P.O. Box 135	Sardis	OH	43946
95	Gary L. Smittle and Carol Elizabeth Smittle, husband and wife	Yes	0.500000	0.121	0.042232%	11-025209.0000	Lee	Monroe	0.042232%	0.042232%	0.000000%	37265 5th Avenue	Sardis	OH	43946
96	Carol Yvonne Weber and Francis Terrell Weber, wife and husband	Yes	0.500000	0.109	0.038044%	11-025208.0000	Lee	Monroe	0.038044%	0.038044%	0.000000%	P.O. Box 135	Sardis	OH	43946
96	Gary L. Smittle and Carol Elizabeth Smittle, husband and wife	Yes	0.500000	0.109	0.038044%	11-025208.0000	Lee	Monroe	0.038044%	0.038044%	0.000000%	37265 5th Avenue	Sardis	OH	43946
97	Sammy M. Grimes	Yes	1.000000	0.218	0.076087%	11-025207.0000	Lee	Monroe	0.076087%	0.076087%	0.000000%	37263 7th Avenue	Sardis	OH	43946
98	Sammy M. Grimes	Yes	1.000000	0.218	0.076087%	11-025206.0000	Lee	Monroe	0.076087%	0.076087%	0.000000%	37263 7th Avenue	Sardis	OH	43946
99	Robert M. Harman and Cathy E. Harman, husband and wife, as survivorship tenants	Yes	1.000000	0.218	0.076087%	11-025205.0000	Lee	Monroe	0.076087%	0.076087%	0.000000%	37271 7th Avenue	Sardis	OH	43946
100	Charles Clegg, Sr. and Barbara S. Clegg, husband and wife	Yes	1.000000	0.218	0.076087%	11-025204.0000	Lee	Monroe	0.076087%	0.076087%	0.000000%	36883 State Route 7	Sardis	OH	43946
101	Charles Clegg, Sr. and Barbara S. Clegg, husband and wife	Yes	1.000000	0.218	0.076087%	11-025203.0000	Lee	Monroe	0.076087%	0.076087%	0.000000%	36883 State Route 7	Sardis	OH	43946
102	Charles Clegg, Sr. and Barbara S. Clegg, husband and wife	Yes	1.000000	0.263	0.091793%	11-025202.0000	Lee	Monroe	0.091793%	0.091793%	0.000000%	36883 State Route 7	Sardis	OH	43946
103	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, survivorship tenants	Yes	1.000000	0.358	0.124951%	11-025201.0000	Lee	Monroe	0.124951%	0.124951%	0.000000%	37313 7th Avenue	Sardis	OH	43946
104	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, survivorship tenants	Yes	1.000000	0.062	0.021640%	11-025201.2000	Lee	Monroe	0.021640%	0.021640%	0.000000%	37313 7th Avenue	Sardis	OH	43946
105	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, survivorship tenants	Yes	1.000000	0.314	0.109594%	11-025201.1000	Lee	Monroe	0.109594%	0.109594%	0.000000%	37313 7th Avenue	Sardis	OH	43946
106	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as Survivorship Tenants	Yes	1.000000	0.075	0.026177%	11-025200.0000	Lee	Monroe	0.026177%	0.026177%	0.000000%	37313 7th Avenue	Sardis	OH	43946
107	Charles R. Islay and Judith A. Islay, husband and wife	Yes	1.000000	0.306	0.106801%	11-025199.0000	Lee	Monroe	0.106801%	0.106801%	0.000000%	PO Box 95	Sardis	OH	43946
108	Charles R. Islay and Judith A. Islay, husband and wife	Yes	1.000000	0.261	0.091095%	11-025198.0000	Lee	Monroe	0.091095%	0.091095%	0.000000%	PO Box 95	Sardis	OH	43946
109	Charles R. Islay and Judith A. Islay, husband and wife	Yes	1.000000	0.263	0.091793%	11-025197.0000	Lee	Monroe	0.091793%	0.091793%	0.000000%	PO Box 95	Sardis	OH	43946
110	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as survivorship tenants	Yes	1.000000	0.222	0.077483%	11-025196.0000	Lee	Monroe	0.077483%	0.077483%	0.000000%	37313 7th Avenue	Sardis	OH	43946
111	Jennifer Gibson	No	1.000000	0.208	0.072597%	11-025186.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37254 6th Avenue	Sardis	OH	43946
112	Jennifer Gibson	No	1.000000	0.191	0.066664%	11-025185.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37254 6th Avenue	Sardis	OH	43946
113	Jennifer Gibson	No	1.000000	0.096	0.033506%	11-025184.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37254 6th Avenue	Sardis	OH	43946
114	Kenneth B. Degarmo	No	1.000000	0.096	0.033506%	11-025183.1000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37266 6th Avenue	Sardis	OH	34946
115	Kenneth B. Degarmo	No	1.000000	0.191	0.066664%	11-025183.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37266 6th Avenue	Sardis	OH	34946
116	Margaret Roseanne Highley	No	1.000000	0.191	0.066664%	11-025182.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37268 6th Avenue	Sardis	OH	43946
117	Margaret Roseanne Highley	No	1.000000	0.191	0.066664%	11-025181.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37268 6th Avenue	Sardis	OH	43946
118	Janet Arlene Lohr	Yes	1.000000	0.191	0.066664%	11-025180.0000	Lee	Monroe	0.066664%	0.066664%	0.000000%	PO Box 49	Sardis	OH	43946
119	Janet Arlene Lohr	Yes	1.000000	0.191	0.066664%	11-025179.0000	Lee	Monroe	0.066664%	0.066664%	0.000000%	PO Box 49	Sardis	OH	43946
120	Wanda M. Gilmore	Yes	1.000000	0.191	0.066664%	11-025178.0000	Lee	Monroe	0.066664%	0.066664%	0.000000%	PO Box 228, 37288 5th Avenue	Sardis	OH	43946
121	Wanda M. Gilmore	Yes	1.000000	0.169	0.058985%	11-025177.0000	Lee	Monroe	0.058985%	0.058985%	0.000000%	PO Box 228, 37288 5th Avenue	Sardis	OH	43946
122	Living Quarters, LLC	Yes	1.000000	0.297	0.103660%	11-025151.1000	Lee	Monroe	0.103660%	0.103660%	0.000000%	Attn: Renee Blough 37307 5th Avenue	Sardis	OH	43946
123	Living Quarters, LLC	Yes	1.000000	0.273	0.095284%	11-025151.3000	Lee	Monroe	0.095284%	0.095284%	0.000000%	Attn: Renee Blough 37307 5th Avenue	Sardis	OH	43946
124	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as joint tenants with right of survivorship	Yes	1.000000	0.280	0.097727%	11-025176.0000	Lee	Monroe	0.097727%	0.097727%	0.000000%	37313 7th Avenue	Sardis	OH	43946

125	Living Quarters, LLC	Yes	1.000000	0.042	0.014659%	11-0xxxxx.0000	Lee	Monroe	0.014659%	0.014659%	0.000000%	Attn: Renee Blough 37307 5th Avenue	Sardis	OH	43946
126	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as joint tenants with right of survivorship	Yes	1.000000	0.277	0.096680%	11-025175.0000	Lee	Monroe	0.096680%	0.096680%	0.000000%	37313 7th Avenue	Sardis	OH	43946
127	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as joint tenants with right of survivorship	Yes	1.000000	0.279	0.097378%	11-025174.0000	Lee	Monroe	0.097378%	0.097378%	0.000000%	37313 7th Avenue	Sardis	OH	43946
128	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as joint tenants with right of survivorship	Yes	1.000000	0.278	0.097029%	11-025174.0000	Lee	Monroe	0.097029%	0.097029%	0.000000%	37313 7th Avenue	Sardis	OH	43946
129	William M. Beisel and Linda L. Beisel, husband and wife, as survivorship tenants	Yes	1.000000	0.182	0.063522%	11-025162.0000	Lee	Monroe	0.063522%	0.063522%	0.000000%	37261 5th Avenue	Sardis	OH	43946
130	William M. Beisel and Linda L. Beisel, husband and wife, as survivorship tenants	Yes	1.000000	0.203	0.070852%	11-025161.0000	Lee	Monroe	0.070852%	0.070852%	0.000000%	37261 5th Avenue	Sardis	OH	43946
131	Gary L. Smittle	Yes	0.750000	0.154	0.053662%	11-025160.0000	Lee	Monroe	0.053662%	0.053662%	0.000000%	37265 State Route 7	Sardis	OH	43946
131	Carol Elizabeth Smittle	Yes	0.250000	0.051	0.017887%	11-025160.0000	Lee	Monroe	0.017887%	0.017887%	0.000000%	37265 State Route 7	Sardis	OH	43946
132	Mariah E. Warrington and Ronald P. Warrington, wife and husband	Yes	1.000000	0.205	0.071550%	11-025159.0000	Lee	Monroe	0.071550%	0.071550%	0.000000%	37267 Fifth Avenue	Sardis	OH	43946
133	Ross Schoonover and Faye Schoonover, husband and wife, survivorship tenants	Yes	1.000000	0.205	0.071550%	11-025158.0000	Lee	Monroe	0.071550%	0.071550%	0.000000%	P.O. Box 80, State Route 7	Sardis	OH	43946
134	Elaine D. Williamson	Yes	1.000000	0.205	0.071550%	11-025157.0000	Lee	Monroe	0.071550%	0.071550%	0.000000%	37275 6th Avenue	Sardis	OH	43946
135	Ciara L. Beisel	Yes	1.000000	0.207	0.072248%	11-025156.0000	Lee	Monroe	0.072248%	0.072248%	0.000000%	37279 5th Avenue	Sardis	OH	43946
136	Deane E. Schultheis	No	1.000000	0.207	0.072248%	11-025155.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	42339 State Route 7	Clarington	OH	43915
137	Marcia Cochran	No	0.500000	0.104	0.036124%	11-025154.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	7711 Kennesaw Dr	West Chester	OH	45069
137	F. Mark Dierkes	No	0.500000	0.104	0.036124%	11-025154.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	243 Belt St	Powhatan Point	OH	45069
138	Marcia Cochran	No	0.500000	0.077	0.026700%	11-025153.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	7711 Kennesaw Dr	West Chester	OH	45069
138	F. Mark Dierkes	No	0.500000	0.077	0.026700%	11-025153.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	243 Belt St	Powhatan Point	OH	45069
139	Rhea C. Caldwell	Yes	1.000000	0.457	0.159504%	11-025152.0000	Lee	Monroe	0.159504%	0.159504%	0.000000%	PO Box 123	Sardis	OH	43946
140	Living Quarters, LLC	Yes	1.000000	0.370	0.129139%	11-025151.0000	Lee	Monroe	0.129139%	0.129139%	0.000000%	Attn: Renee Blough 37307 5th Avenue	Sardis	OH	43946
141	Living Quarters, LLC	Yes	1.000000	0.611	0.213254%	11-025150.0000	Lee	Monroe	0.213254%	0.213254%	0.000000%	Attn: Renee Blough 37307 5th Avenue	Sardis	OH	43946
142	Roy G. Clegg and Mary Jane Clegg, husband and wife, as survivorship tenants (Life Tenants)	Yes	1.000000	0.368	0.128441%	11-025149.0000	Lee	Monroe	0.128441%	0.128441%	0.000000%	37317 5th Avenue	Sardis	OH	43946
	Mindi Ludolph (Remainderman)											40510 Haverford Drive	Belmont	OH	43718
143	Jeffrey M. Monforton, Successor Bishop and Trustee for the Roman Catholic Diocese of Steubenville	No	1.000000	0.329	0.114829%	11-025148.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37325 State Route 7	Sardis	OH	43946
144	Helen Lucille Wyckoff	No	1.000000	0.025	0.008726%	11-025131.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37262 Fifth Avenue	Sardis	OH	43946
145	Dennis A. Miller Construction Co., Inc.	No	1.000000	0.097	0.033855%	11-025130.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	Attn: Dennis A. Miller 37268 5th Avenue	Sardis	OH	43946
146	Dennis A. Miller Construction Co., Inc.	No	1.000000	0.135	0.047118%	11-025129.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	Attn: Dennis A. Miller 37268 5th Avenue	Sardis	OH	43946
147	Dennis A. Miller Construction Co., Inc.	No	1.000000	0.185	0.064569%	11-025128.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	Attn: Dennis A. Miller 37268 5th Avenue	Sardis	OH	43946
148	Dennis A. Miller Construction Co., Inc.	No	1.000000	0.274	0.095633%	11-025127.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	Attn: Dennis A. Miller 37268 5th Avenue	Sardis	OH	43946
149	Ronald Dean Caldwell and Rhea C. Caldwell, husband and wife, as survivorship Tenants	Yes	1.000000	0.277	0.096680%	11-025126.0000	Lee	Monroe	0.096680%	0.096680%	0.000000%	PO Box 123	Sardis	OH	43946
150	Ronald Dean Caldwell and Rhea C. Caldwell, husband and wife, as survivorship Tenants	Yes	1.000000	0.232	0.080974%	11-025125.0000	Lee	Monroe	0.080974%	0.080974%	0.000000%	PO Box 123	Sardis	OH	43946
151	Paul F. Duling	Yes	1.000000	0.406	0.141704%	11-025124.0000	Lee	Monroe	0.141704%	0.141704%	0.000000%	6628 Road J6	Ottawa	OH	45875
152	The Citizens National Bank of Woodsfield, Ohio	No	1.000000	0.383	0.133676%	11-025123.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	Attn: T. Lance LaFollette 37302 State Route 7	Sardis	OH	43946
153	Shirley Nothing, single	Yes	1.000000	0.384	0.134025%	11-025122.0000	Lee	Monroe	0.134025%	0.134025%	0.000000%	37306 5th Avenue	Sardis	OH	43946
154	Randall J. Ludolph, a widower	Yes	1.000000	0.442	0.154269%	11-025121.0000	Lee	Monroe	0.154269%	0.154269%	0.000000%	37312 5th Avenue	Sardis	OH	43946
155	Marlyn R. Cunningham and Gladys M. Cunningham, Trustees of the Marlyn R. Cunningham and Gladys M. Cunningham Joint Living Trust	Yes	1.000000	0.489	0.170673%	11-025120.0000	Lee	Monroe	0.170673%	0.170673%	0.000000%	P.O. Box 308	Sardis	OH	43946
156	Marlyn R. Cunningham and Gladys M. Cunningham, Trustees of the Marlyn R. Cunningham and Gladys M. Cunningham Joint Living Trust	Yes	1.000000	0.610	0.212905%	11-025319.0000	Lee	Monroe	0.212905%	0.212905%	0.000000%	P.O. Box 308	Sardis	OH	43946
157	Janet Witten Conn, divorced	Yes	1.000000	0.017	0.005933%	11-025102.0000	Lee	Monroe	0.005933%	0.005933%	0.000000%	34962 State Route 7	Sardis	OH	43946
158	Stephen R. Potts, as survivorship tenant	No	0.500000	0.044	0.015183%	11-025101.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37423 Fifth Avenue	Sardis	OH	43946
158	Abby L. Potts, as survivorship tenant	No	0.500000	0.044	0.015183%	11-025101.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	610 Rebecca Street	New Martinsville	WV	26155

159	Living Quarters, LLC	Yes	1.000000	0.128	0.044675%	11-025100.0000	Lee	Monroe	0.044675%	0.044675%	0.000000%	Attn: Renee Blough 37307 5th Avenue	Sardis	OH	43946
160	Marlyn R. Cunningham and Gladys M. Cunningham, Trustees of the Marlyn R. Cunningham and Gladys M. Cunningham Joint Living Trust	Yes	1.000000	0.311	0.108547%	11-025099.0000	Lee	Monroe	0.108547%	0.108547%	0.000000%	P.O. Box 308	Sardis	OH	43946
161	The Citizens National Bank of Woodsfield, Ohio	No	1.000000	0.359	0.125300%	11-025098.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	Attn: T. Lance LaFollette 37302 State Route 7	Sardis	OH	43946
162	Raymond L. Snell and Carol S. Snell, survivorship tenants (Life Tenants)	Yes	1.000000	0.359	0.125300%	11-025097.0000	Lee	Monroe	0.125300%	0.125300%	0.000000%	37306 Mound Street	Sardis	OH	43496
	Michael Raymond Snell (Remainderman)											37306 Mound Street	Sardis	OH	43946
	Robin Lyn Snell, n/k/a Robin Lyons (Remainderman)											1084 A Greenlawn Drive	Pittsburgh	PA	15220
	Randall Lee Snell (Remainderman)											7 Foxboro Drive	Vienna	WV	26105
163	Deron E. Farnsworth	Yes	0.500000	0.205	0.071550%	11-025096.0000	Lee	Monroe	0.071550%	0.071550%	0.000000%	34795 State Route 7	Sardis	OH	43946
163	Tracey Whitley-Bray	Yes	0.500000	0.205	0.071550%	11-025096.0000	Lee	Monroe	0.071550%	0.071550%	0.000000%	3359 Greenwiche Drive	Fairfield	OH	45014
164	Dean Rufener and Emma Rufener, husband and wife, as survivorship tenants	No	1.000000	0.419	0.146241%	11-025095.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	47195 State Route 255	Sardis	OH	43946
165	Rodney Rufener and Dianna Rufener, husband and wife, as survivorship tenants	Yes	1.000000	0.275	0.095982%	11-025318.0000	Lee	Monroe	0.095982%	0.095982%	0.000000%	37134 Muskingum Street	Sardis	OH	43946
166	John O. Curtis and Linda Kay Curtis, husband and wife, as survivorship tenants	Yes	1.000000	0.007	0.002443%	11-025066.0000	Lee	Monroe	0.002443%	0.002443%	0.000000%	37294 Mound Street	Sardis	OH	43946
167	Judy Ann Booth	Yes	1.000000	0.068	0.023734%	11-025065.0000	Lee	Monroe	0.023734%	0.023734%	0.000000%	37303 Mound Street	Sardis	OH	43946
168	Judy Ann Booth	Yes	1.000000	0.111	0.038742%	11-025064.0000	Lee	Monroe	0.038742%	0.038742%	0.000000%	37303 Mound Street	Sardis	OH	43946
169	Vincent Reusser and Helen R. Reusser, husband and wife, survivorship tenants	Yes	1.000000	0.167	0.058287%	11-025063.0000	Lee	Monroe	0.058287%	0.058287%	0.000000%	37311 Mound Street	Sardis	OH	43946
170	Vincent Reusser and Helen R. Reusser, husband and wife, survivorship tenants	Yes	1.000000	0.199	0.069456%	11-025062.0000	Lee	Monroe	0.069456%	0.069456%	0.000000%	37311 Mound Street	Sardis	OH	43946
171	Donna J. Day F/K/A Donna J. Dally	Yes	1.000000	0.221	0.077134%	11-025061.0000	Lee	Monroe	0.077134%	0.077134%	0.000000%	37317 Mound Street	Sardis	OH	43946
172	Donna J. Day F/K/A Donna J. Dally	Yes	1.000000	0.264	0.092142%	11-025060.0000	Lee	Monroe	0.092142%	0.092142%	0.000000%	37317 Mound Street	Sardis	OH	43946
173	E. Scott Howell and Vicki D. Howell, husband and wife (Life Tenants)	Yes	1.000000	0.081	0.028271%	11-025317.0000	Lee	Monroe	0.028271%	0.028271%	0.000000%	37314 Marietta Street	Sardis	OH	43946
	Cynthia D. Rolston (Remainderman)											5939 Hingham Drive	New Kent	VA	23124
	Keith N. Howell (Remainderman)											P.O. Box 373	Racine	OH	45771
	Kent S. Howell (Remainderman)											1696 County Road 39	Bloomingtondale	OH	43910
	Jeffrey R. Howell (Remainderman)											9345 Kildare Park Road	Shreveport	LA	71118
174	Donna D. Day and Harry Day	Yes	0.666667	1.607	0.560998%	11-018008.0000	Lee	Monroe	0.560998%	0.560998%	0.000000%	37317 Mound Street	Sardis	OH	43946
174	Dana D. Wilson and Robert Wilson	Yes	0.166667	0.402	0.140250%	11-018008.0000	Lee	Monroe	0.140250%	0.140250%	0.000000%	3521 Castlegate Wynd	Lexington	KY	40502
174	Dianna D. Rufener and Rodney Rufener, wife and husband	Yes	0.166667	0.402	0.140250%	11-018008.0000	Lee	Monroe	0.140250%	0.140250%	0.000000%	37134 Muskingum Street	Sardis	OH	43946
175	Harry L. Day and Donna J. Day, a/k/a Donna D. Day, husband and wife, as survivorship tenants	Yes	1.000000	2.160	0.753892%	11-018029.0000	Lee	Monroe	0.753892%	0.753892%	0.000000%	37317 Mound Street	Sardis	OH	43946
176	Dianna D. Rufener, f/k/a Dianna R. Dally	Yes	1.000000	3.773	1.316869%	11-018031.0000	Lee	Monroe	1.316869%	1.316869%	0.000000%	37134 Muskingum Street	Sardis	OH	43946
177	Willia L. Goddard, a widow	No	1.000000	0.392	0.136818%	11-025147.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37241 Hickory Street	Sardis	OH	43946
178	Alice A. Kingry	Yes	1.000000	0.378	0.131931%	11-025173.0000	Lee	Monroe	0.131931%	0.131931%	0.000000%	PO Box 422	Sardis	OH	43946
179	Donna D. Day and Harry Day	Yes	0.666667	1.326	0.462806%	11-018008.0000	Lee	Monroe	0.462806%	0.462806%	0.000000%	37317 Mound Street	Sardis	OH	43946
179	Dana D. Wilson and Robert Wilson	Yes	0.166667	0.332	0.115702%	11-018008.0000	Lee	Monroe	0.115702%	0.115702%	0.000000%	3521 Castlegate Wynd	Lexington	KY	40502
179	Dianna D. Rufener and Rodney Rufener, wife and husband	Yes	0.166667	0.332	0.115702%	11-018008.0000	Lee	Monroe	0.115702%	0.115702%	0.000000%	37134 Muskingum Street	Sardis	OH	43946
180	Duane Goddard and Cheryl F. Goddard, husband and wife	Yes	1.000000	0.009	0.003141%	11-025195.2000	Lee	Monroe	0.003141%	0.003141%	0.000000%	37312 Hickory Street	Sardis	OH	43946
181	Danny E. Isaly and Janine A. Reagan, as survivorship tenants	Yes	1.000000	0.330	0.115178%	11-025195.1000	Lee	Monroe	0.115178%	0.115178%	0.000000%	44278 Bondi Ridge Rd	Woodsfield	OH	43946
182	Danny E. Isaly and Janine A. Reagan, as survivorship tenants	Yes	1.000000	0.458	0.159853%	11-025172.0000	Lee	Monroe	0.159853%	0.159853%	0.000000%	44278 Bondi Ridge Rd	Woodsfield	OH	43946
183	Raymond Perry Raper and Marcia Ray Dorton, as survivorship tenants	Yes	1.000000	0.602	0.210113%	11-025146.0000	Lee	Monroe	0.210113%	0.210113%	0.000000%	37240 Hickory Street	Sardis	OH	43946
184	Becky Skelton a/k/a Dora Rebekah Harlan	Yes	1.000000	0.127	0.044326%	11-025195.0000	Lee	Monroe	0.044326%	0.044326%	0.000000%	37264 Maple Street	Sardis	OH	43946
185	Mark Ramsier and Alice Ramsier, husband and wife, as survivorship tenants	Yes	1.000000	0.548	0.191265%	11-025145.0000	Lee	Monroe	0.191265%	0.191265%	0.000000%	46720 Bean Ridge Road	Sardis	OH	43946
186	Becky Skelton a/k/a Dora Rebekah Harlan	Yes	1.000000	0.412	0.143798%	11-025171.0000	Lee	Monroe	0.143798%	0.143798%	0.000000%	37264 Maple Street	Sardis	OH	43946
187	Brandi M. Hobbs	Yes	1.000000	0.258	0.090048%	11-025272.1000	Lee	Monroe	0.090048%	0.090048%	0.000000%	37365 Fifth Avenue	Sardis	OH	43946
188	Brandi M. Hobbs	Yes	1.000000	0.549	0.191614%	11-025272.0000	Lee	Monroe	0.191614%	0.191614%	0.000000%	37365 Fifth Avenue	Sardis	OH	43946
189	Paul E. Durig and Katrinka E. Durig, husband and wife, as survivorship tenants	Yes	1.000000	0.039	0.013612%	11-025281.0000	Lee	Monroe	0.013612%	0.013612%	0.000000%	37260 Hill Street	Sardis	OH	43946
190	Nelson E. Potts, Jr. and Donna V. Potts, husband and wife	Yes	1.000000	0.839	0.292831%	11-025273.0000	Lee	Monroe	0.292831%	0.292831%	0.000000%	37411 Fifth Avenue	Sardis	OH	43946
191	Moynelle F. Ensinger	Yes	1.000000	0.496	0.173116%	11-025320.1000	Lee	Monroe	0.173116%	0.173116%	0.000000%	37368 5th Avenue	Sardis	OH	43946
192	Moynelle F. Ensinger	Yes	1.000000	0.316	0.110292%	11-025320.0000	Lee	Monroe	0.110292%	0.110292%	0.000000%	37368 5th Avenue	Sardis	OH	43946

193	Larry G. Fuchs and Carol Evelyn Fuchs, husband and wife, as joint tenants with right of survivorship (Life Tenants)	No	1.000000	0.016	0.005584%	11-025321.1000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37370 5th Avenue	Sardis	OH	43496
	Eric Monroe Fuchs (Remainderman)											3989 Pitzer Road	Roanoke	VA	24014
	James Kevin Fuchs (Remainderman)											214 S. Huron St.	Columbus	OH	43204
	Jennifer Lynn Isaly (Remainderman)											51476 Township Road 218	Clarington	OH	43915
194	Larry G. Fuchs and Carol Evelyn Fuchs, husband and wife, as joint tenants with right of survivorship (Life Tenants)	No	1.000000	0.758	0.264560%	11-025321.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37370 5th Avenue	Sardis	OH	43496
	Eric Monroe Fuchs (Remainderman)											3989 Pitzer Road	Roanoke	VA	24014
	James Kevin Fuchs (Remainderman)											214 S. Huron St.	Columbus	OH	43204
	Jennifer Lynn Isaly (Remainderman)											51476 Township Road 218	Clarington	OH	43915
195	Larry Raper	Yes	1.000000	7.422	2.590458%	11-025329.0000	Lee	Monroe	2.590458%	2.590458%	0.000000%	37376 Fifth Avenue	Sardis	OH	43946
196	Larry Raper	Yes	1.000000	2.844	0.992625%	11-025322.0000	Lee	Monroe	0.992625%	0.992625%	0.000000%	37376 Fifth Avenue	Sardis	OH	43946
197	David Neil Merckle	Yes	0.333333	0.016	0.005701%	11-025359.0000	Lee	Monroe	0.005701%	0.005701%	0.000000%	38008 Pattons Run Road	Sardis	OH	43946
197	Gale Ray Merckle	Yes	0.333333	0.016	0.005701%	11-025359.0000	Lee	Monroe	0.005701%	0.005701%	0.000000%	38008 Pattons Run Road	Sardis	OH	43946
197	Misty Leann Adams	Yes	0.333333	0.016	0.005701%	11-025359.0000	Lee	Monroe	0.005701%	0.005701%	0.000000%	38008 Pattons Run Road	Sardis	OH	43946
198	Larry Raper, as survivorship tenant	Yes	0.500000	0.453	0.158108%	11-025322.1000	Lee	Monroe	0.158108%	0.158108%	0.000000%	37376 Fifth Avenue	Sardis	OH	43946
198	Linda Schmidt, as survivorship tenant	Yes	0.500000	0.453	0.158108%	11-025322.1000	Lee	Monroe	0.158108%	0.158108%	0.000000%	245 Township Road 1135	Proctorville	OH	45669
199	Nancy S. Rush, Trustee under the Rush Family Trust Agreement dated the 7th day of April, 1998	Yes	1.000000	0.792	0.276427%	11-025327.0000	Lee	Monroe	0.276427%	0.276427%	0.000000%	37410 5th Avenue	Sardis	OH	43946
200	Galen H. Allen	Yes	1.000000	0.351	0.122508%	11-025324.0000	Lee	Monroe	0.122508%	0.122508%	0.000000%	37382 5th Avenue	Sardis	OH	43946
201	Clarence M. Rush, divorced and not remarried	Yes	1.000000	1.614	0.563325%	11-025325.0000	Lee	Monroe	0.563325%	0.563325%	0.000000%	37404 5th Avenue	Sardis	OH	43946
202	Nancy S. Rush, Trustee under the Rush Family Trust Agreement dated the 7th day of April, 1998	Yes	1.000000	0.646	0.225470%	11-025326.0000	Lee	Monroe	0.225470%	0.225470%	0.000000%	37410 5th Avenue	Sardis	OH	43946
203	Nancy S. Rush, Trustee under the Rush Family Trust Agreement dated the 7th day of April, 1998	Yes	1.000000	0.033	0.011518%	11-025328.0000	Lee	Monroe	0.011518%	0.011518%	0.000000%	37410 5th Avenue	Sardis	OH	43946
204	Patricia S. Schoonover	Yes	1.000000	1.474	0.514462%	11-025340.0000	Lee	Monroe	0.514462%	0.514462%	0.000000%	37416 Fifth Avenue	Sardis	OH	43946
205	Ohio and Lee Township Water and Sewer Authority	No	1.000000	0.058	0.020243%	11-025334.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	Attn: Raymond Walker PO Box 182	Hannibal	OH	43931
206	Nancy S. Rush, Trustee under the Rush Family Trust Agreement dated the 7th day of April, 1998	Yes	1.000000	0.157	0.054797%	11-025333.0000	Lee	Monroe	0.054797%	0.054797%	0.000000%	37410 5th Avenue	Sardis	OH	43946
207	Todd Durig	No	1.000000	0.309	0.107849%	11-025341.1000	Lee	Monroe	0.000000%	0.000000%	0.000000%	124 North Bridge Street	New Martinsville	WV	26155
208	LL&B Headwater II, LP	Yes	1.000000	2.382	0.831376%	11-025341.0000	Lee	Monroe	0.831376%	0.831376%	0.000000%	Attn: Gordon Deen 11412 Bee Cave Road, Suite 301	Austin	TX	78738
209	Nelson E. Potts, Jr. and Donna V. Potts, husband and wife	Yes	1.000000	2.051	0.715849%	11-025341.2000	Lee	Monroe	0.715849%	0.715849%	0.000000%	37411 Fifth Avenue	Sardis	OH	43946
210	Ohio and Lee Township Water and Sewer Authority	No	1.000000	1.380	0.481654%	11-025339.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	Attn: Raymond Walker PO Box 182	Hannibal	OH	43931
211	Larry D. Collins	Yes	0.500000	0.579	0.201911%	11-025337.0000	Lee	Monroe	0.201911%	0.201911%	0.000000%	37428 State Route 7	Sardis	OH	43946
211	Karen S. Collins	Yes	0.500000	0.579	0.201911%	11-025337.0000	Lee	Monroe	0.201911%	0.201911%	0.000000%	37428 State Route 7	Sardis	OH	43946
212	Mitchell V. Collins, a single man	Yes	1.000000	0.039	0.013612%	11-025336.0000	Lee	Monroe	0.013612%	0.013612%	0.000000%	3742 5th Avenue	Sardis	OH	43946
213	Randall J. Miller and Samantha Miller, husband and wife, as survivorship tenants	Yes	1.000000	0.170	0.059334%	11-025342.0000	Lee	Monroe	0.059334%	0.059334%	0.000000%	37430 5th Avenue	Sardis	OH	43946
214	Daniel Lee Miller and Brenda Joyce Miller, husband and wife, for their joint lives, remainder to the survivor of them	Yes	1.000000	5.899	2.058894%	11-025346.0000	Lee	Monroe	2.058894%	2.058894%	0.000000%	37432 5th Avenue	Sardis	OH	43496
215	Daniel Lee Miller and Brenda Joyce Miller, husband and wife, for their joint lives, remainder to the survivor of them	Yes	1.000000	2.985	1.041838%	11-025344.0000	Lee	Monroe	1.041838%	1.041838%	0.000000%	37432 5th Avenue	Sardis	OH	43496
216	Dennis A. Miller and Doris J. Miller, husband and wife , as survivorship tenants	No	1.000000	0.311	0.108547%	11-017024.0000	Lee	Monroe	0.000000%	0.000000%	0.000000%	37470 5th Avenue	Sardis	OH	43946
217	Travis C. Billiter	Yes	1.000000	23.611	8.240813%	11-017025.0000	Lee	Monroe	8.240813%	8.240813%	0.000000%	38 Footbridge Way	The Woodlands	TX	77389
218	Travis C. Billiter	Yes	1.000000	5.714	1.994325%	11-017028.0000	Lee	Monroe	1.994325%	1.994325%	0.000000%	38 Footbridge Way	The Woodlands	TX	77389
219	JMJH Corporation, Inc.	Yes	1.000000	9.638	3.363896%	11-017001.0000	Lee	Monroe	3.363896%	3.363896%	0.000000%	Attn: Grant Helms 139 Third Street	Tiltonsville	OH	43963
220	Karen S. Busche, a/k/a Karen S. Jarvis	Yes	1.000000	0.007	0.002443%	11-025192.0000	Lee	Monroe	0.002443%	0.002443%	0.000000%	41512 Bethel Ridge	New Matamoras	OH	45767

Tract 125 is identified as being Tax Parcel 11-0xxxx.0000. This is due to the county auditor's office not assigning the land a tax parcel number.  
  
 Tracts 127 and 128 are both identified as being Tax Parcel 11-025174.0000. This is intentional and is based on county records.

Total Unit Acres:	286.513	100.000000%
Total Leased Acres:	278.543	

Total:	97.218276%	94.448886%	2.769390%
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Exhibit A-3													
All Unleased Mineral Owners in the proposed Richard Stalder C West Unit.													
Tract Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in Unit	Tax Map Parcel ID	Tract Surface Use	Township	County	Address	City	State	Zip
75	Marie E. Litman	No	1.000000	0.302	0.105405%	11-025226.0000	Residential	Lee	Monroe	P.O. Box 99	Sardis	OH	43946
91	Andrea K. Decker, f/k/a Andrea K. Blake	No	0.500000	0.210	0.073295%	11-025216.0000	Residential	Lee	Monroe	37304 Wood Street	Sardis	OH	43946
91	Unknown Heirs or Assigns of George Martin, deceased	No	0.500000	0.210	0.073295%	11-025216.0000	Residential	Lee	Monroe	Unknown	Unknown	Unknown	Unknown
111	Jennifer Gibson	No	1.000000	0.208	0.072597%	11-025186.0000	Residential	Lee	Monroe	37254 6th Avenue	Sardis	OH	43946
112	Jennifer Gibson	No	1.000000	0.191	0.066664%	11-025185.0000	Residential	Lee	Monroe	37254 6th Avenue	Sardis	OH	43946
113	Jennifer Gibson	No	1.000000	0.096	0.033506%	11-025184.0000	Residential	Lee	Monroe	37254 6th Avenue	Sardis	OH	43946
114	Kenneth B. Degarmo	No	1.000000	0.096	0.033506%	11-025183.1000	Residential	Lee	Monroe	37266 6th Avenue	Sardis	OH	34946
115	Kenneth B. Degarmo	No	1.000000	0.191	0.066664%	11-025183.0000	Residential	Lee	Monroe	37266 6th Avenue	Sardis	OH	34946
116	Margaret Roseanne Highley	No	1.000000	0.191	0.066664%	11-025182.0000	Residential	Lee	Monroe	37268 6th Avenue	Sardis	OH	43946
117	Margaret Roseanne Highley	No	1.000000	0.191	0.066664%	11-025181.0000	Residential	Lee	Monroe	37268 6th Avenue	Sardis	OH	43946
136	Deane E. Schultheis	No	1.000000	0.207	0.072248%	11-025155.0000	Residential	Lee	Monroe	42339 State Route 7	Clarington	OH	43915
137	Marcia Cochran	No	0.500000	0.104	0.036124%	11-025154.0000	Residential	Lee	Monroe	7711 Kennesaw Dr	West Chester	OH	45069
137	F. Mark Dierkes	No	0.500000	0.104	0.036124%	11-025154.0000	Residential	Lee	Monroe	243 Belt St	Powhatan Point	OH	43942
138	Marcia Cochran	No	0.500000	0.077	0.026700%	11-025153.0000	Residential	Lee	Monroe	7711 Kennesaw Dr	West Chester	OH	45069
138	F. Mark Dierkes	No	0.500000	0.077	0.026700%	11-025153.0000	Residential	Lee	Monroe	243 Belt St	Powhatan Point	OH	43942
143	Jeffrey M. Monforton, Successor Bishop and Trustee for the Roman Catholic Diocese of Steubenville	No	1.000000	0.329	0.114829%	11-025148.0000	Residential	Lee	Monroe	37325 State Route 7	Sardis	OH	43946
144	Helen Lucille Wyckoff	No	1.000000	0.025	0.008726%	11-025131.0000	Residential	Lee	Monroe	37262 Fifth Avenue	Sardis	OH	43946
145	Dennis A. Miller Construction Co., Inc.	No	1.000000	0.097	0.033855%	11-025130.0000	Agricultural	Lee	Monroe	Attn: Dennis A. Miller 37268 5th Avenue	Sardis	OH	43946
146	Dennis A. Miller Construction Co., Inc.	No	1.000000	0.135	0.047118%	11-025129.0000	Agricultural	Lee	Monroe	Attn: Dennis A. Miller 37268 5th Avenue	Sardis	OH	43946
147	Dennis A. Miller Construction Co., Inc.	No	1.000000	0.185	0.064569%	11-025128.0000	Agricultural	Lee	Monroe	Attn: Dennis A. Miller 37268 5th Avenue	Sardis	OH	43946
148	Dennis A. Miller Construction Co., Inc.	No	1.000000	0.274	0.095633%	11-025127.0000	Residential	Lee	Monroe	Attn: Dennis A. Miller 37268 5th Avenue	Sardis	OH	43946
152	The Citizens National Bank of Woodsfield, Ohio	No	1.000000	0.383	0.133676%	11-025123.0000	Agricultural	Lee	Monroe	Attn: T. Lance LaFollette 37302 State Route 7	Sardis	OH	43946
158	Stephen R. Potts, as survivorship tenant	No	0.500000	0.044	0.015183%	11-025101.0000	Residential	Lee	Monroe	37423 Fifth Avenue	Sardis	OH	43946
158	Abby L. Potts, as survivorship tenant	No	0.500000	0.044	0.015183%	11-025101.0000	Residential	Lee	Monroe	610 Rebecca Street	New Martinsville	WV	26155
161	The Citizens National Bank of Woodsfield, Ohio	No	1.000000	0.359	0.125300%	11-025098.0000	Agricultural	Lee	Monroe	Attn: T. Lance LaFollette 37302 State Route 7	Sardis	OH	43946
164	Dean Rufener and Emma Rufener, husband and wife, as survivorship tenants	No	1.000000	0.419	0.146241%	11-025095.0000	Residential	Lee	Monroe	47195 State Route 255	Sardis	OH	43946
177	Willa L. Goddard, a widow	No	1.000000	0.392	0.136818%	11-025147.0000	Residential	Lee	Monroe	37241 Hickory Street	Sardis	OH	43946
193	Larry G. Fuchs and Carol Evelyn Fuchs, husband and wife, as joint tenants with right of survivorship (Life Tenants)	No	1.000000	0.016	0.005584%	11-025321.1000	Residential	Lee	Monroe	37370 5th Avenue	Sardis	OH	43496
	Eric Monroe Fuchs (Remainderman)									3989 Pitzer Road	Roanoke	VA	24014
	James Kevin Fuchs (Remainderman)									214 S. Huron St.	Columbus	OH	43204
	Jennifer Lynn Isaly (Remainderman)									51476 Township Road 218	Clarington	OH	43915
194	Larry G. Fuchs and Carol Evelyn Fuchs, husband and wife, as joint tenants with right of survivorship (Life Tenants)	No	1.000000	0.758	0.264560%	11-025321.0000	Residential	Lee	Monroe	37370 5th Avenue	Sardis	OH	43496
	Eric Monroe Fuchs (Remainderman)									3989 Pitzer Road	Roanoke	VA	24014
	James Kevin Fuchs (Remainderman)									214 S. Huron St.	Columbus	OH	43204
	Jennifer Lynn Isaly (Remainderman)									51476 Township Road 218	Clarington	OH	43915
205	Ohio and Lee Township Water and Sewer Authority	No	1.000000	0.058	0.020243%	11-025334.0000	Agricultural	Lee	Monroe	Attn: Raymond Walker PO Box 182	Hannibal	OH	43931

207	Todd Durig	No	1.000000	0.309	0.107849%	11-025341.1000	Residential	Lee	Monroe	124 North Bridge Street	New Martinsville	WV	26155
210	Ohio and Lee Township Water and Sewer Authority	No	1.000000	1.380	0.481654%	11-025339.0000	Agricultural	Lee	Monroe	Attn: Raymond Walker PO Box 182	Hannibal	OH	43931
216	Dennis A. Miller and Doris J. Miller, husband and wife , as survivorship tenants	No	1.000000	0.311	0.108547%	11-017024.0000	Residential	Lee	Monroe	37470 5th Avenue	Sardis	OH	43946

<b>Total Unleased Acres:</b>	<b>7.970</b>	<b>2.781724%</b>
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<b>Total Unit Acres:</b>	<b>286.513</b>
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<div>Exhibit A-4</div> <div>All Committed Working Interest Owners in the proposed Richard Stalder C West Unit.</div>												
Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in Unit	Tax Map Parcel ID	Township	County
1	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	0.638	0.222792%	11-011010.0000	Lee	Monroe
1	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.037	0.012799%	11-011010.0000	Lee	Monroe
2	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	0.250	0.087137%	11-011009.0000	Lee	Monroe
2	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.014	0.005006%	11-011009.0000	Lee	Monroe
3	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	1.791	0.625139%	11-011005.0000	Lee	Monroe
3	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.103	0.035913%	11-011005.0000	Lee	Monroe
4	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	0.647	0.225763%	11-011011.0000	Lee	Monroe
4	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.037	0.012970%	11-011011.0000	Lee	Monroe
5	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	1.116	0.389474%	11-011015.0000	Lee	Monroe
5	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.064	0.022375%	11-011015.0000	Lee	Monroe
6	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	16.719	5.835177%	11-011001.0000	Lee	Monroe
6	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.960	0.335223%	11-011001.0000	Lee	Monroe
7	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	0.274	0.095718%	11-019022.0000	Lee	Monroe
7	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.016	0.005499%	11-019022.0000	Lee	Monroe
8	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	5.615	1.959912%	11-011016.0000	Lee	Monroe
8	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.323	0.112594%	11-011016.0000	Lee	Monroe
9	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	10.711	3.738289%	11-019025.0000	Lee	Monroe
9	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.615	0.214760%	11-019025.0000	Lee	Monroe
10	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	28.084	9.801870%	11-019026.0000	Lee	Monroe
10	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	1.613	0.563105%	11-019026.0000	Lee	Monroe
11	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	1.084	0.378252%	11-019005.0000	Lee	Monroe

11	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.062	0.021730%	11-019005.0000	Lee	Monroe
12	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	0.081	0.028385%	11-019038.0000	Lee	Monroe
12	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.005	0.001631%	11-019038.0000	Lee	Monroe
13	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	0.024	0.008252%	11-019015.0000	Lee	Monroe
13	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.001	0.000474%	11-019015.0000	Lee	Monroe
14	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	5.660	1.975425%	11-019026.1000	Lee	Monroe
14	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.325	0.113486%	11-019026.1000	Lee	Monroe
15	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	26.555	9.268489%	11-018007.0000	Lee	Monroe
15	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	1.526	0.532463%	11-018007.0000	Lee	Monroe
16	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	2.984	1.041348%	11-018000.3000	Lee	Monroe
16	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.171	0.059824%	11-018000.3000	Lee	Monroe
17	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	0.025	0.008582%	11-018000.1000	Lee	Monroe
17	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.001	0.000493%	11-018000.1000	Lee	Monroe
18	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	12.661	4.418879%	11-018019.0000	Lee	Monroe
18	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.727	0.253859%	11-018019.0000	Lee	Monroe
19a	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	13.930	4.861823%	11-018002.0000	Lee	Monroe
19a	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.800	0.279305%	11-018002.0000	Lee	Monroe
19b	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.455	0.158806%	11-018002.0000	Lee	Monroe
20	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	2.679	0.935036%	11-018000.0000	Lee	Monroe
21	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	1.605	0.560116%	11-018028.0000	Lee	Monroe
21	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.092	0.032178%	11-018028.0000	Lee	Monroe
22	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	0.174	0.060732%	11-018018.0000	Lee	Monroe
22	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.010	0.003489%	11-018018.0000	Lee	Monroe



23	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	1.098	0.383229%	11-018000.0000	Lee	Monroe
24	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	0.702	0.244906%	11-018000.2000	Lee	Monroe
24	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.040	0.014070%	11-018000.2000	Lee	Monroe
25a	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	6.253	2.182374%	11-018001.0000	Lee	Monroe
25a	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.359	0.125375%	11-018001.0000	Lee	Monroe
25b	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	2.774	0.968193%	11-018001.0000	Lee	Monroe
26a	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	0.945672	0.537	0.187476%	11-018024.0000	Lee	Monroe
26a	Equinor USA Onshore Properties Inc.	Attn: David Hartz 2107 CityWest Blvd, Suite 100	Houston	TX	77042	Yes	0.054328	0.031	0.010770%	11-018024.0000	Lee	Monroe
26b	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	3.613	1.261025%	11-018024.0000	Lee	Monroe
27	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.208	0.072597%	11-018032.0000	Lee	Monroe
28	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.037	0.012914%	11-025194.0000	Lee	Monroe
29	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.266	0.092840%	11-018026.0000	Lee	Monroe
30	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	1.103	0.384974%	11-018027.0000	Lee	Monroe
31	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	1.043	0.364032%	11-018020.0000	Lee	Monroe
32	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.995	0.347279%	11-018025.0000	Lee	Monroe
33	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.876	0.305745%	11-025267.0000	Lee	Monroe
34	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.049	0.017102%	11-025352.0000	Lee	Monroe
35	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.358	0.124951%	11-025351.0000	Lee	Monroe
36	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.701	0.244666%	11-025269.0000	Lee	Monroe
37	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.420	0.146590%	11-025266.0000	Lee	Monroe
38	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.793	0.276776%	11-025268.0000	Lee	Monroe
39	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.771	0.269098%	11-025270.0000	Lee	Monroe
40	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.744	0.259674%	11-025253.0000	Lee	Monroe

41	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.424	0.147986%	11-018009.0000	Lee	Monroe
42	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.273	0.095284%	11-025246.0000	Lee	Monroe
43	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.252	0.087954%	11-025245.0000	Lee	Monroe
44	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.391	0.136469%	11-025244.0000	Lee	Monroe
45	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.258	0.090048%	11-025243.0000	Lee	Monroe
46	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.028	0.009773%	11-025242.1000	Lee	Monroe
47	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.191	0.066664%	11-025242.0000	Lee	Monroe
48	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.223	0.077832%	11-025241.0000	Lee	Monroe
49	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.227	0.079229%	11-025240.0000	Lee	Monroe
50	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.231	0.080625%	11-025239.0000	Lee	Monroe
51	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.235	0.082021%	11-025238.0000	Lee	Monroe
52	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.386	0.134723%	11-025237.0000	Lee	Monroe
53	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.671	0.234195%	11-025253.1000	Lee	Monroe
54	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.469	0.163692%	11-025249.0000	Lee	Monroe
55	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.633	0.220932%	11-025248.0000	Lee	Monroe
56	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.623	0.217442%	11-025247.0000	Lee	Monroe
57	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.318	0.110990%	11-018030.0000	Lee	Monroe
58	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.215	0.075040%	11-025236.0000	Lee	Monroe
59	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.417	0.145543%	11-025235.0000	Lee	Monroe
60	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.077	0.026875%	11-025234.0000	Lee	Monroe
61	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.269	0.093888%	11-025233.0000	Lee	Monroe
62	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.061	0.021290%	11-025232.1000	Lee	Monroe
63	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.154	0.053750%	11-025232.0000	Lee	Monroe

64	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.104	0.036299%	11-025231.1000	Lee	Monroe
65	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.114	0.039789%	11-025231.0000	Lee	Monroe
66	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.149	0.052005%	11-025230.0000	Lee	Monroe
67	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.218	0.076087%	11-025212.0000	Lee	Monroe
68	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.315	0.109943%	11-025229.0000	Lee	Monroe
69	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.193	0.067362%	11-025228.0000	Lee	Monroe
70	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.193	0.067362%	11-025227.0000	Lee	Monroe
71	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.214	0.074691%	11-025211.0000	Lee	Monroe
72	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.237	0.082719%	11-025190.0000	Lee	Monroe
73	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.173	0.060381%	11-025189.0000	Lee	Monroe
74	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.033	0.011518%	11-025165.0000	Lee	Monroe
76	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.239	0.083417%	11-025225.0000	Lee	Monroe
77	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.216	0.075389%	11-025224.0000	Lee	Monroe
78	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.219	0.076436%	11-025210.0000	Lee	Monroe
79	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.229	0.079927%	11-025188.0000	Lee	Monroe
80	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.220	0.076785%	11-025187.0000	Lee	Monroe
81	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.136	0.047467%	11-025164.0000	Lee	Monroe
82	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.163	0.056891%	11-025163.0000	Lee	Monroe
83	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.288	0.100519%	11-025223.0000	Lee	Monroe
84	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.064	0.022338%	11-025223.1000	Lee	Monroe
85	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.178	0.062126%	11-025222.0000	Lee	Monroe
86	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.242	0.084464%	11-025221.0000	Lee	Monroe
87	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.242	0.084464%	11-025220.0000	Lee	Monroe

88	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.242	0.084464%	11-025219.0000	Lee	Monroe
89	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.242	0.084464%	11-025218.0000	Lee	Monroe
90	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.288	0.100519%	11-025217.0000	Lee	Monroe
92	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.301	0.105056%	11-025216.1000	Lee	Monroe
93	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.278	0.097029%	11-025215.0000	Lee	Monroe
94	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.299	0.104358%	11-025214.0000	Lee	Monroe
95	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.242	0.084464%	11-025209.0000	Lee	Monroe
96	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.218	0.076087%	11-025208.0000	Lee	Monroe
97	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.218	0.076087%	11-025207.0000	Lee	Monroe
98	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.218	0.076087%	11-025206.0000	Lee	Monroe
99	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.218	0.076087%	11-025205.0000	Lee	Monroe
100	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.218	0.076087%	11-025204.0000	Lee	Monroe
101	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.218	0.076087%	11-025203.0000	Lee	Monroe
102	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.263	0.091793%	11-025202.0000	Lee	Monroe
103	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.358	0.124951%	11-025201.0000	Lee	Monroe
104	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.062	0.021640%	11-025201.2000	Lee	Monroe
105	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.314	0.109594%	11-025201.1000	Lee	Monroe
106	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.075	0.026177%	11-025200.0000	Lee	Monroe
107	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.306	0.106801%	11-025199.0000	Lee	Monroe
108	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.261	0.091095%	11-025198.0000	Lee	Monroe
109	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.263	0.091793%	11-025197.0000	Lee	Monroe
110	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.222	0.077483%	11-025196.0000	Lee	Monroe
118	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.191	0.066664%	11-025180.0000	Lee	Monroe

119	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.191	0.066664%	11-025179.0000	Lee	Monroe
120	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.191	0.066664%	11-025178.0000	Lee	Monroe
121	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.169	0.058985%	11-025177.0000	Lee	Monroe
122	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.297	0.103660%	11-025151.1000	Lee	Monroe
123	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.273	0.095284%	11-025151.3000	Lee	Monroe
124	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.280	0.097727%	11-025176.0000	Lee	Monroe
125	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.042	0.014659%	11-0xxxxx.0000	Lee	Monroe
126	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.277	0.096680%	11-025175.0000	Lee	Monroe
127	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.279	0.097378%	11-025174.0000	Lee	Monroe
128	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.278	0.097029%	11-025174.0000	Lee	Monroe
129	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.182	0.063522%	11-025162.0000	Lee	Monroe
130	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.203	0.070852%	11-025161.0000	Lee	Monroe
131	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.205	0.071550%	11-025160.0000	Lee	Monroe
132	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.205	0.071550%	11-025159.0000	Lee	Monroe
133	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.205	0.071550%	11-025158.0000	Lee	Monroe
134	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.205	0.071550%	11-025157.0000	Lee	Monroe
135	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.207	0.072248%	11-025156.0000	Lee	Monroe
139	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.457	0.159504%	11-025152.0000	Lee	Monroe
140	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.370	0.129139%	11-025151.0000	Lee	Monroe
141	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.611	0.213254%	11-025150.0000	Lee	Monroe
142	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.368	0.128441%	11-025149.0000	Lee	Monroe
149	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.277	0.096680%	11-025126.0000	Lee	Monroe
150	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.232	0.080974%	11-025125.0000	Lee	Monroe

151	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.406	0.141704%	11-025124.0000	Lee	Monroe
153	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.384	0.134025%	11-025122.0000	Lee	Monroe
154	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.442	0.154269%	11-025121.0000	Lee	Monroe
155	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.489	0.170673%	11-025120.0000	Lee	Monroe
156	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.610	0.212905%	11-025319.0000	Lee	Monroe
157	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.017	0.005933%	11-025102.0000	Lee	Monroe
159	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.128	0.044675%	11-025100.0000	Lee	Monroe
160	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.311	0.108547%	11-025099.0000	Lee	Monroe
162	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.359	0.125300%	11-025097.0000	Lee	Monroe
163	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.410	0.143100%	11-025096.0000	Lee	Monroe
165	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.275	0.095982%	11-025318.0000	Lee	Monroe
166	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.007	0.002443%	11-025066.0000	Lee	Monroe
167	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.068	0.023734%	11-025065.0000	Lee	Monroe
168	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.111	0.038742%	11-025064.0000	Lee	Monroe
169	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.167	0.058287%	11-025063.0000	Lee	Monroe
170	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.199	0.069456%	11-025062.0000	Lee	Monroe
171	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.221	0.077134%	11-025061.0000	Lee	Monroe
172	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.264	0.092142%	11-025060.0000	Lee	Monroe
173	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.081	0.028271%	11-025317.0000	Lee	Monroe
174	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	2.411	0.841498%	11-018008.0000	Lee	Monroe
175	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	2.160	0.753892%	11-018029.0000	Lee	Monroe
176	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	3.773	1.316869%	11-018031.0000	Lee	Monroe
178	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.378	0.131931%	11-025173.0000	Lee	Monroe

179	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	1.989	0.694209%	11-018008.0000	Lee	Monroe
180	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.009	0.003141%	11-025195.2000	Lee	Monroe
181	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.330	0.115178%	11-025195.1000	Lee	Monroe
182	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.458	0.159853%	11-025172.0000	Lee	Monroe
183	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.602	0.210113%	11-025146.0000	Lee	Monroe
184	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.127	0.044326%	11-025195.0000	Lee	Monroe
185	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.548	0.191265%	11-025145.0000	Lee	Monroe
186	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.412	0.143798%	11-025171.0000	Lee	Monroe
187	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.258	0.090048%	11-025272.1000	Lee	Monroe
188	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.549	0.191614%	11-025272.0000	Lee	Monroe
189	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.039	0.013612%	11-025281.0000	Lee	Monroe
190	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.839	0.292831%	11-025273.0000	Lee	Monroe
191	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.496	0.173116%	11-025320.1000	Lee	Monroe
192	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.316	0.110292%	11-025320.0000	Lee	Monroe
195	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	7.422	2.590458%	11-025329.0000	Lee	Monroe
196	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	2.844	0.992625%	11-025322.0000	Lee	Monroe
197	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.049	0.017102%	11-025359.0000	Lee	Monroe
198	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.906	0.316216%	11-025322.1000	Lee	Monroe
199	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.792	0.276427%	11-025327.0000	Lee	Monroe
200	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.351	0.122508%	11-025324.0000	Lee	Monroe
201	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	1.614	0.563325%	11-025325.0000	Lee	Monroe
202	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.646	0.225470%	11-025326.0000	Lee	Monroe
203	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.033	0.011518%	11-025328.0000	Lee	Monroe

204	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	1.474	0.514462%	11-025340.0000	Lee	Monroe
206	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.157	0.054797%	11-025333.0000	Lee	Monroe
208	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	2.382	0.831376%	11-025341.0000	Lee	Monroe
209	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	2.051	0.715849%	11-025341.2000	Lee	Monroe
211	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	1.157	0.403821%	11-025337.0000	Lee	Monroe
212	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.039	0.013612%	11-025336.0000	Lee	Monroe
213	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.170	0.059334%	11-025342.0000	Lee	Monroe
214	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	5.899	2.058894%	11-025346.0000	Lee	Monroe
215	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	2.985	1.041838%	11-025344.0000	Lee	Monroe
217	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	23.611	8.240813%	11-017025.0000	Lee	Monroe
218	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	5.714	1.994325%	11-017028.0000	Lee	Monroe
219	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	9.638	3.363896%	11-017001.0000	Lee	Monroe
220	SWN Production (Ohio), LLC	Attn: Boston Smith 10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.007	0.002443%	11-025192.0000	Lee	Monroe
Total Committed Acres:								278.543	97.218276%			
Total Unit Acres:								286.513				



Exhibit A-5 All Uncommitted Working Interest Owners in the proposed Richard Stalder C West Unit.												
Tract Number	Uncommitted Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in Unit	Tax Map Parcel ID	Township	County
There are no Uncommitted Working Interest Owners in the proposed Richard Stalder C West Unit.												

Exhibit A-6												
All parcels subject to pending ownership litigation or potential ownership claims in the proposed Richard Stalder C West Unit.												
Tract Number	Ownership Dispute Parties	Address	City	State	Zip	Leased Yes or No	Potential Decimal Interest in Tract	Potential Surface Acres in Unit (Net)	Potential Tract Participation in Unit	Tax Map Parcel ID	Township	County
There are no parcels subject to pending ownership litigation or potential ownership claims in the proposed Richard Stalder C West Unit.												

**EXHIBIT “B”**

Attached to and made a part of that certain Operating Agreement dated December 6, 2021,  
as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management,  
for the Richard Stalder C West Unit.

**PAID-UP  
OIL & GAS LEASE**

Lease No. \_\_\_\_\_

11/20 - OH

This Lease, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_, of \_\_\_\_\_, hereinafter collectively called "Lessor." and **SWN Production (Ohio), LLC**, a Texas limited liability company, 10000 Energy Drive, Spring, Texas 77389, 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 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:

Section No.: \_\_\_\_; Township No.: \_\_\_\_; Range No. : \_\_\_\_\_  
Property Tax Parcel Identification Number: \_\_\_\_\_

and is bounded formerly or currently as follows:

On the North by lands of \_\_\_\_\_;  
On the East by lands of \_\_\_\_\_;  
On the South by lands of \_\_\_\_\_;  
On the West by lands of \_\_\_\_\_;

including lands acquired from \_\_\_\_\_ by virtue of \_\_\_\_\_ dated \_\_\_\_\_, and recorded in \_\_\_\_\_ Book \_\_\_\_\_, at Page \_\_\_\_\_, 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 one (1) year 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 as to all or any part of the acreage then covered hereby for up to a maximum of \_\_\_\_\_ (\_\_\_\_\_) consecutive one (1) year terms from the expiration of the primary term of this Lease; each such extension of the primary term to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend the primary term of this Lease if on or before the expiration date of the primary term or any extension thereof, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the sum of the initial consideration given for the execution hereof (each an "Extension Payment"), which shall be paid in proportion to the number of net acres actually extended. The Extension Payment shall be reduced for any portion of the leased premises that is being maintained by other provisions of this Lease prior to the expiration of the Primary Term or any extension thereof. 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 or any extension thereof. Tender of the Extension Payment shall be deemed to have been properly made either to Lessor in person or by mailing the same to Lessor at their last known address on or before the expiration of the primary term of this lease or any extension thereof.

**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 or , if so exercised, the extended primary term hereof.**

(B) **ROYALTY:** To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor a Royalty equal to one-eighth (1/8) of the net revenue realized by Lessee for all oil and any constituents thereof produced and marketed from the Leasehold, less the cost to transport, handle, separate, meter, treat, process and market the oil.

2. **GAS:** To pay Lessor on actual volumes of gas and any constituents thereof sold from said land, one-eighth of the net amount realized by Lessee, computed at the wellhead. As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and the point of sale. As used in this Lease, the term "post-production costs" shall mean all costs and expenses of (a) treating and processing oil and/or gas, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee, and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post-production costs shall include without limitation reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor may be required to execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas as produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder. Lessee may withhold Royalty payment until such time as the total withheld exceeds one hundred dollars (\$100.00).

(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 all activities on the Leasehold, 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 by Lessor 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.

In addition to the rights granted above, Lessor grants Lessee the right, in Lessee's sole discretion, to develop this Lease, or lands pooled or unitized therewith, jointly with adjacent leases or units by horizontal wells that cross or traverse one or more other leases or pools/units ("Multi-Unit Wells"). In the event that Lessee drills a Multi-Unit Well on the Leasehold, or lands pooled or unitized therewith, Lessor agrees to accept and receive out of the production or revenue realized from the production from such a Multi-Unit Well an allocated proportionate share of the Royalty which shall be calculated by dividing (i) the linear length of perforated horizontal wellbore of the Multi-Unit Well within the Lease, or the pool or unit if the Lease is then pooled or unitized, by (ii) the entire linear length of the Multi-Unit Well's horizontal wellbore from the first perforation along the wellbore to the final perforation along the wellbore. No production will be allocated to unperforated sections of the wellbore from the wellhead to the first perforation. If the Lease is then pooled or unitized, the share of Royalty shall then be allocated within the pool or unit as provided hereinabove. Drilling, operations in preparation for drilling, production, or shut-in production from the Multi-Unit Well, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to this Lease, or lands pooled or unitized therewith, or any other lands or units which are developed with the Multi-Unit Well shall have the same effect upon the terms of this Lease as if a Multi-Unit Well were located on, or the subject activity attributable to, the Leasehold.

**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 terms, provisions and express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. If Lessee is unable, in its sole discretion, to effectively accomplish the purposes and objectives of this Lease or to exercise its rights hereunder because of such laws, rules, regulations or orders, or if 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, 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, then this Lease shall not terminate, in whole or in part, because of such inability, prevention or delay, and, at Lessee’s option, the period of such inability, 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.

LESSOR:

Witness \_\_\_\_\_ (Seal)

Witness \_\_\_\_\_ (Seal)

Witness \_\_\_\_\_ (Seal)

Witness \_\_\_\_\_ (Seal)

Document prepared by: SWN Production (Ohio), LLC, 10000 Energy Drive, Spring, Texas 77389.

ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this the            day of            20            , before me, the undersigned officer, personally appeared            , known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that **he/she/they** executed the same for the purposes therein contained.

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

My Commission Expires: \_\_\_\_\_

Signature/Notary Public: \_\_\_\_\_

Name/Notary Public (print): \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this the            day of            20            , before me, the undersigned officer, personally appeared            , known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that **he/she/they** executed the same for the purposes therein contained.

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

My Commission Expires: \_\_\_\_\_

Signature/Notary Public: \_\_\_\_\_

Name/Notary Public (print): \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this the            day of            20            , before me, the undersigned officer, personally appeared            , known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that **he/she/they** executed the same for the purposes therein contained.

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

My Commission Expires: \_\_\_\_\_

Signature/Notary Public: \_\_\_\_\_

Name/Notary Public (print): \_\_\_\_\_

## CORPORATE ACKNOWLEDGMENT

STATE OF )  
 ) SS:  
COUNTY OF )

On this the \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, and that (s)he as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as \_\_\_\_\_, a \_\_\_\_\_ corporation.

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

My Commission Expires: \_\_\_\_\_

Signature/Notary Public: \_\_\_\_\_

Name/Notary Public (print): \_\_\_\_\_

Recorder: Return to SWN Production (Ohio), LLC, SW Appalachia Land Department, 10000 Energy Drive, Spring, Texas 77389



## Exhibit “ C ” ACCOUNTING PROCEDURE JOINT OPERATIONS

Attached to and made a part of that certain Operating Agreement dated December 6, 2021, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Richard Stalder C West Unit.

### I. GENERAL PROVISIONS

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

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

#### 1. DEFINITIONS

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

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

**“Agreement”** means the operating agreement, farmout agreement, or other contract between the Parties to which this Accounting Procedure is attached.

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

**“Equalized Freight”** means the procedure of charging transportation cost to the Joint Account based upon the distance from the nearest Railway Receiving Point to the property.

**“Excluded Amount”** means a specified excluded trucking amount most recently recommended by COPAS.

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

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

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

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

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

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.

## 50 51       2.   **STATEMENTS AND BILLINGS**

52  
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.

### 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.

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

those Non-Operators approving such audit.

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

A timely filed written exception or audit report containing written exceptions (hereinafter “written exceptions”) shall, with respect to the claims made therein, preclude the Operator from asserting a statute of limitations defense against such claims, and the Operator hereby waives its right to assert any statute of limitations defense against such claims for so long as any Non-Operator continues to comply with the deadlines for resolving exceptions provided in this Accounting Procedure. If the Non-Operators fail to comply with 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 the claims brought by the Non-Operators shall lapse, and such claims shall then be subject to the applicable statute of limitations, 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 I.5.C.

B. The Operator shall provide a written response to all exceptions in an audit report within one hundred eighty (180) days after Operator receives such report. Denied exceptions should be accompanied by a substantive response. If the Operator fails to provide substantive response to an exception within this one hundred eighty (180) day period, the Operator will owe interest on that exception or portion thereof, if ultimately 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 Payments by the Parties*).

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 shall reply to the lead audit company’s follow-up response within ninety (90) days of receipt; provided, however, each Non-Operator 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 adequately fulfilling its duties. Unless otherwise provided for in Section I.5.E, if the Operator fails to provide substantive response to an exception within this ninety (90) day period, the Operator will owe interest on that exception or portion thereof, if ultimately 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 Payments by the Parties*).

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

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

E. ☐ (*Optional Provision – Forfeiture Penalties*)  
*If the Non-Operators fail to meet the deadline in Section I.5.C, any unresolved exceptions that were not addressed by the Non-Operators within one (1) year following receipt of the last substantive response of the Operator shall be deemed to have been 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 were not addressed by the Operator within one (1) year following receipt of the audit report or receipt of the last substantive response of the Non-Operators, whichever is later, shall be deemed to have been granted by the Operator and adjustments shall be made, without interest, to the Joint Account.*

## 6. APPROVAL BY PARTIES

### A. GENERAL MATTERS

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

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

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

#### B. AMENDMENTS

If the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, this Accounting Procedure can be amended by an affirmative vote of two (2) or more Parties, one of which is the Operator, having a combined working interest of at least fifty percent (50 %), which approval shall be binding on all Parties, provided, however, approval of at least one (1) Non-Operator shall be required.

#### C. AFFILIATES

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 other, then such Affiliates shall be combined and treated as a single Party having the combined working interest or Participating Interest of such Affiliates.

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

### II. DIRECT CHARGES

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

#### 1. RENTALS AND ROYALTIES

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

#### 2. LABOR

A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 (“Chargeability of Incentive Compensation Programs”), for:

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

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

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

B. Operator’s cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Section II.2.A, excluding severance payments or other termination 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 amount of salaries and wages chargeable to the Joint Account under Section II.2.A. If percentage assessment is used, the rate shall be based on the Operator’s cost experience.

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



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

### 3. MATERIAL

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

### 4. TRANSPORTATION

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

### 5. SERVICES

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

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

### 6. EQUIPMENT AND FACILITIES FURNISHED BY OPERATOR

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

- A. The Operator shall charge the Joint Account for use of Operator-owned equipment and facilities, including but not limited to production facilities, Shore Base Facilities, Offshore Facilities, and Field Offices, at rates commensurate with the costs of ownership and operation. The cost of Field Offices shall be chargeable to the extent the Field Offices provide direct service to personnel who are chargeable pursuant to Section II.2.A (*Labor*). Such rates may include labor, maintenance, repairs, other operating expense, insurance, taxes, depreciation using straight line depreciation method, and interest on gross investment less accumulated depreciation not to exceed \_\_\_\_\_ten\_\_\_\_\_ percent (\_\_\_\_10\_\_\_\_%) per annum; provided, however, depreciation shall not be charged when the

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

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

## 7. AFFILIATES

- A. Charges for an Affiliate's goods and/or services used in operations requiring an AFE or other authorization from the Non-Operators may be made without the approval of the Parties provided (i) the Affiliate is identified and the Affiliate goods and services are specifically detailed in the approved AFE or other authorization, and (ii) the total costs for such Affiliate's goods and services billed to such individual project do not exceed \$ 50,000.00. If the total costs for an Affiliate's goods and services charged to such individual project are not specifically detailed in the approved AFE or authorization or exceed such amount, charges for such Affiliate shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).
- B. For an Affiliate's goods and/or services used in operations not requiring an AFE or other authorization from the Non-Operators, charges for such Affiliate's goods and services shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*), if the charges exceed \$ 50,000.00 in a given calendar year.
- C. The cost of the Affiliate's goods or services shall not exceed average commercial rates prevailing in the area of the Joint Property, unless the Operator obtains the Non-Operators' approval of such rates. The Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation; provided, however, documentation of commercial rates shall not be required if the Operator obtains Non-Operator approval of its Affiliate's rates or charges prior to billing Non-Operators for such Affiliate's goods and services. Notwithstanding the foregoing, direct charges for Affiliate-owned communication facilities or systems shall be made pursuant to Section II.12 (*Communications*).

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 result of such omission shall be the amount established as the Operator's expenditure limitation in the Agreement. If the Agreement does not contain an Operator's expenditure limitation, the amount deemed adopted by the Parties as a result of such omission shall be zero dollars (\$ 0.00).

## 8. DAMAGES AND LOSSES TO JOINT PROPERTY

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

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

## 9. LEGAL EXPENSE

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

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

## 10. TAXES AND PERMITS

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

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 notwithstanding any contrary provisions, the charges to the Parties will be made in accordance with the tax value generated by each Party's working interest.

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

Charges to the Joint Account resulting from sales/use tax audits, including extrapolated amounts and penalties and interest, are permitted, provided the Non-Operator shall be allowed to review the invoices and other underlying source documents which served as the basis for 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 review such documentation, the sales/use tax amount shall not be directly charged unless the Operator can conclusively document the amount owed by the Joint Account.

**11. INSURANCE**

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

**12. COMMUNICATIONS**

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

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

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

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

**14. ABANDONMENT AND RECLAMATION**

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

**15. OTHER EXPENDITURES**

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II (*Direct Charges*), or in Section III (*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 Joint Operations. Charges made under this Section II.15 shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).

**III. OVERHEAD**

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

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

- warehousing, other than for warehouses that are jointly owned under this Agreement
- design and drafting (except when allowed as a direct charge under Sections II.13, III.1.A(ii), and III.2, Option B)
- inventory costs not chargeable under Section V (*Inventories of Controllable Material*)
- procurement
- administration
- accounting and auditing
- 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 \$ 25,000 (prorated for less than a full month)

Producing Well Rate per month \$ 2,500

- (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.

(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”).

## C. OVERHEAD—PERCENTAGE BASIS

(1) Operator shall charge the Joint Account at the following rates:

(a) Development Rate \_\_\_\_\_ percent (\_\_\_\_\_) % of the cost of development of the Joint Property, exclusive of costs provided under Section II.9 (*Legal Expense*) and all Material salvage credits.

(b) Operating Rate \_\_\_\_\_ percent (\_\_\_\_\_) % of the cost of operating the Joint Property, exclusive of costs provided under Sections II.1 (*Rentals and Royalties*) and II.9 (*Legal Expense*); all Material salvage credits; the value of substances purchased for enhanced recovery; all property and ad valorem taxes, and any other taxes and assessments that are levied, assessed, and paid upon the mineral interest in and to the Joint Property.

(2) Application of Overhead—Percentage Basis shall be as follows:

(a) The Development Rate shall be applied to all costs in connection with:

- [i] drilling, redrilling, sidetracking, or deepening of a well
- [ii] a well undergoing plugback or workover operations for a period of five (5) or more consecutive work-days
- [iii] preliminary expenditures necessary in preparation for drilling
- [iv] expenditures incurred in abandoning when the well is not completed as a producer
- [v] construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, other than Major Construction or Catastrophe as defined in Section III.2 (*Overhead Major Construction and Catastrophe*).

(b) The Operating Rate shall be applied to all other costs in connection with Joint Operations, except those subject to Section III.2 (*Overhead Major Construction and Catastrophe*).

## 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.

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

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

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

- (1) 5.00 % of total costs if such costs are less than \$100,000; plus
- (2) 3.00 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- (3) 2.00 % of total costs in excess of \$1,000,000.

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

- (1) 5.00 % of total costs if such costs are less than \$100,000; plus
- (2) 3.00 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- (3) 2.00 % of total costs in excess of \$1,000,000.

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

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

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

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 (*Affiliates*), the provisions of this Section III.2 shall govern.

### 3. AMENDMENT OF OVERHEAD RATES

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 or excessive, in accordance with the provisions of Section I.6.B (*Amendments*).

## IV. MATERIAL PURCHASES, TRANSFERS, AND DISPOSITIONS

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

### 1. DIRECT PURCHASES

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

## 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.

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 1.6.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. DIRECTED INVENTORIES**

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

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

- A. A per diem rate for each inventory person, representative of actual salaries, wages, and payroll burdens and benefits of the personnel 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 be applied to a reasonable number of days for pre-inventory work and report preparation.
- B. Actual transportation costs and Personal Expenses for the inventory team.
- C. Reasonable charges for report preparation and distribution to the Non-Operators.

**2. NON-DIRECTED INVENTORIES**

**A. OPERATOR INVENTORIES**

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

**B. NON-OPERATOR INVENTORIES**

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

**C. SPECIAL INVENTORIES**

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

## EXHIBIT "D"

Attached to and made a part of that certain Operating Agreement dated December 6, 2021, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Richard Stalder C West 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 Combined Single Limit
C. Auto Liability	\$1,000,000 Combined Single Limit
D. Excess or Umbrella Liability	\$20,000,000 Combined Single Limit
E. Cost of Well Control and Care, Custody and Control	\$5,000,000 Each Occurrence and \$250,000 CCC
F. Pollution Liability	\$20,000,000 Combined Single 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 December 6, 2021,  
as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources  
Management, for the Richard Stalder C West 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 unrecouped 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 Platts Inside FERC's Gas Market Report ("Platts IFERC") Dominion Transmission Inc., Appalachia Index 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 “H”**

Attached to and made a part of that certain Operating Agreement dated December 6, 2021, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Richard Stalder C West Unit.

### **MODEL FORM RECORDING SUPPLEMENT TO OPERATING AGREEMENT AND FINANCING STATEMENT**

THIS AGREEMENT, entered into by and between SWN Production (Ohio), 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 December 6, 2021 (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.

IN WITNESS WHEREOF, this agreement shall be effective as of the 6<sup>th</sup> day of December, 2021.

**OPERATOR**

**ATTEST OR WITNESS**

**SWN Production (Ohio), LLC**  
**A Texas limited liability company**

_____	By: _____
_____	Title: _____
_____	Address: _____

## NON-OPERATORS

## ATTEST OR WITNESS

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

**ATTEST OR WITNESS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of SWN Production (Ohio), LLC, a Texas limited liability company, 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 \_\_\_\_\_.

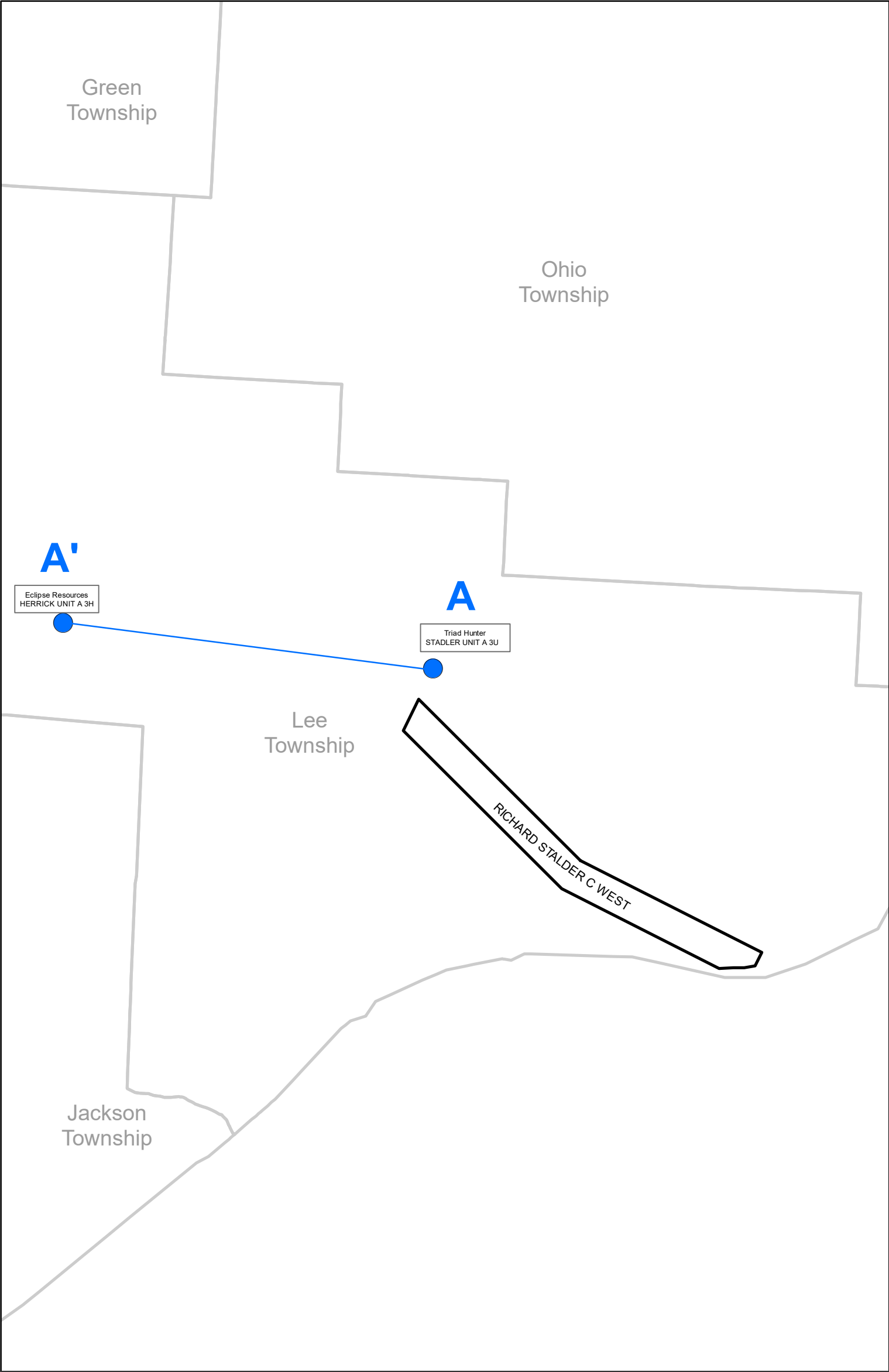
IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: \_\_\_\_\_  
Signature/Notary Public: \_\_\_\_\_  
Name/Notary Public (print): \_\_\_\_\_

STATE OF \_\_\_\_\_        )  
  )  
COUNTY OF \_\_\_\_\_     )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a/an \_\_\_\_\_, 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 \_\_\_\_\_ by himself as \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: \_\_\_\_\_  
Signature/Notary Public: \_\_\_\_\_  
Name/Notary Public (print): \_\_\_\_\_

This document prepared by:  
SWN Production (Ohio), LLC  
10000 Energy Drive  
Spring, TX 77389



<div><div><div></div><div>0</div></div><div><div></div><div>3,250</div></div><div><div></div><div>6,500</div></div></div> <div>Feet</div> <div>1 inch = 3,333 feet</div>	<div>N</div> <div></div>	<div>Exhibit 1 Cross Section Map</div>
<div><div><div></div><div>Cross Sectioned Wells</div></div><div><div></div><div>Richard Stalder C West Unit</div></div></div>		<div>Richard Stalder C West Unit</div> <div>Lee Township, Monroe County</div> <div>Date: 11/18/2021</div>

# Geologic Cross-Section

## Exhibit 1 – Richard Stalder C West Unit

### Monroe County, Ohio

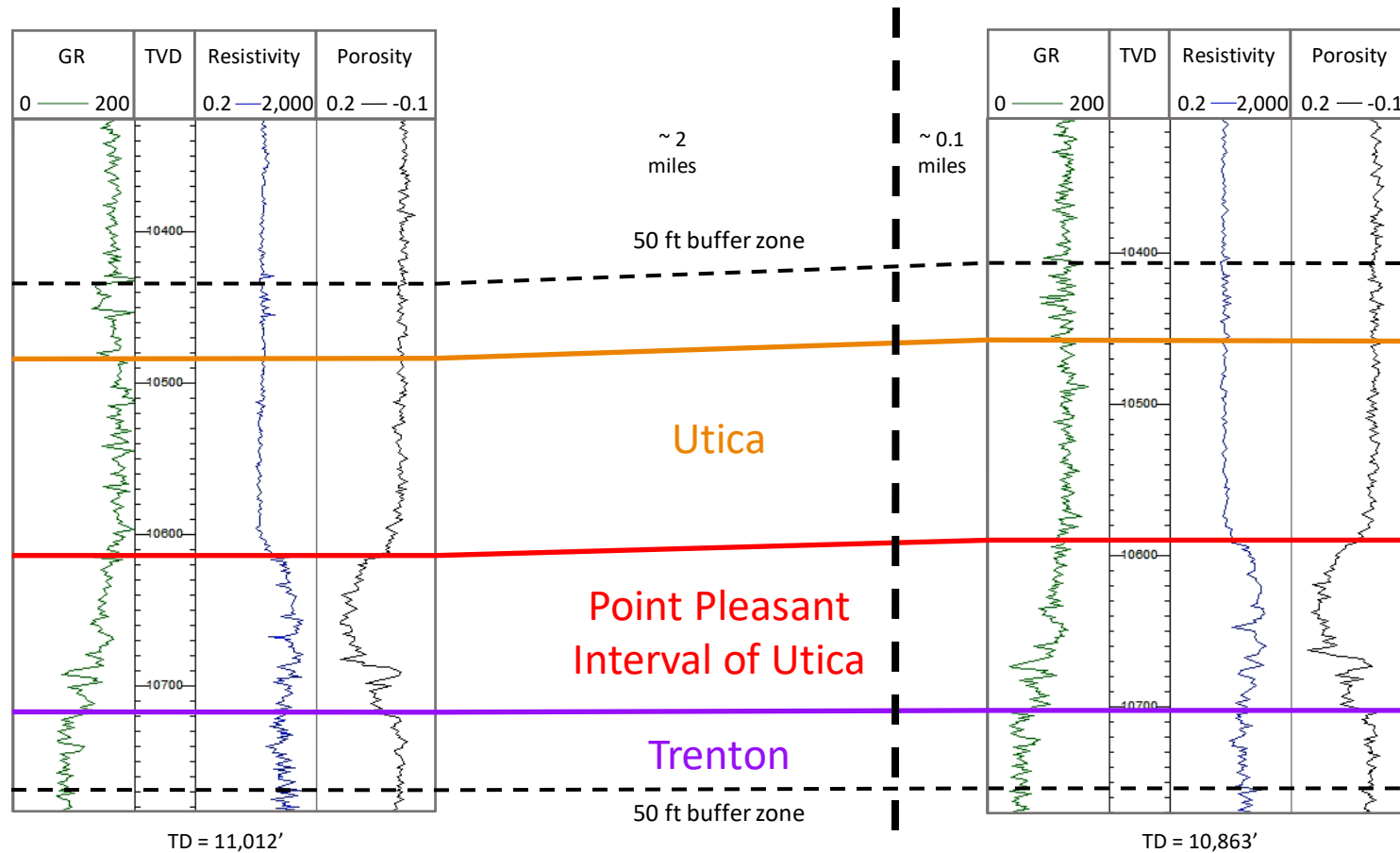
**A'**

Herrick Unit A 3H  
API: 3411124401  
Eclipse Resources

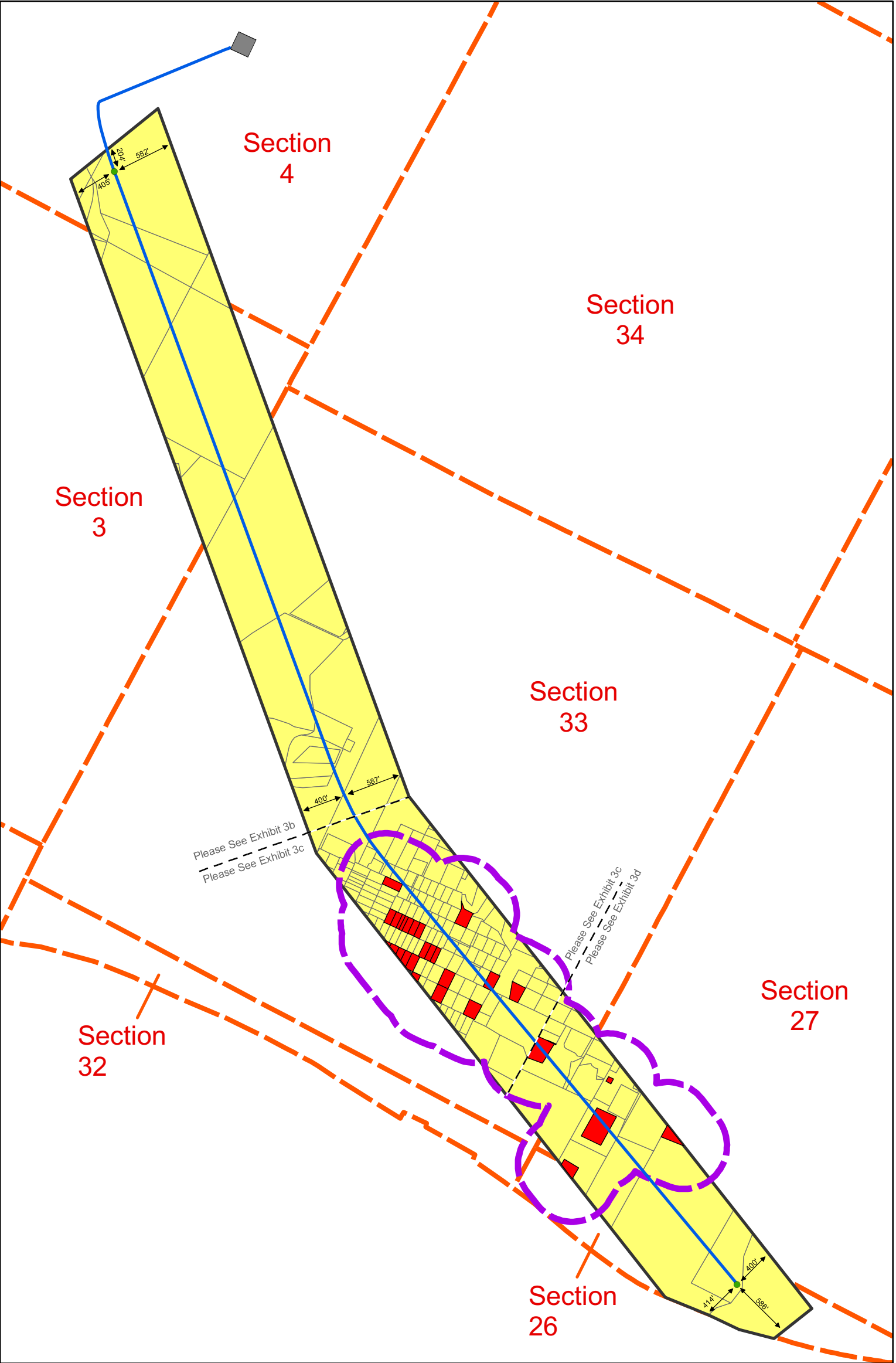
**A**

Richard Stalder C West  
SWN Production (Ohio), LLC

Stadler Unit A 3 U  
API: 3411124385  
Triad Hunter, LLC







09501,900

Feet

1 inch = 1,042 feet

Planned Wellbore

Planned Perforation

Planned Unit Boundary

400 Ft Buffer

Well Pad

**Status**

Unleased Parcels

Leased Parcels

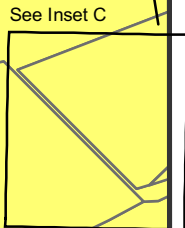
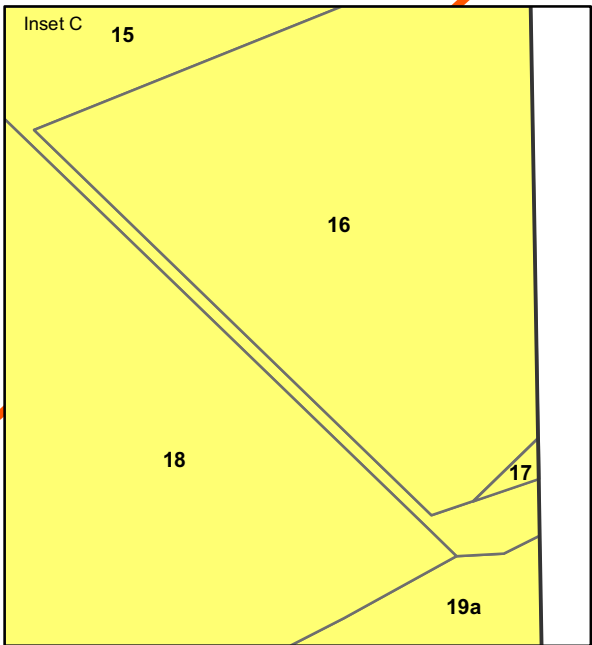
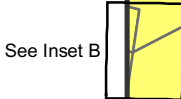
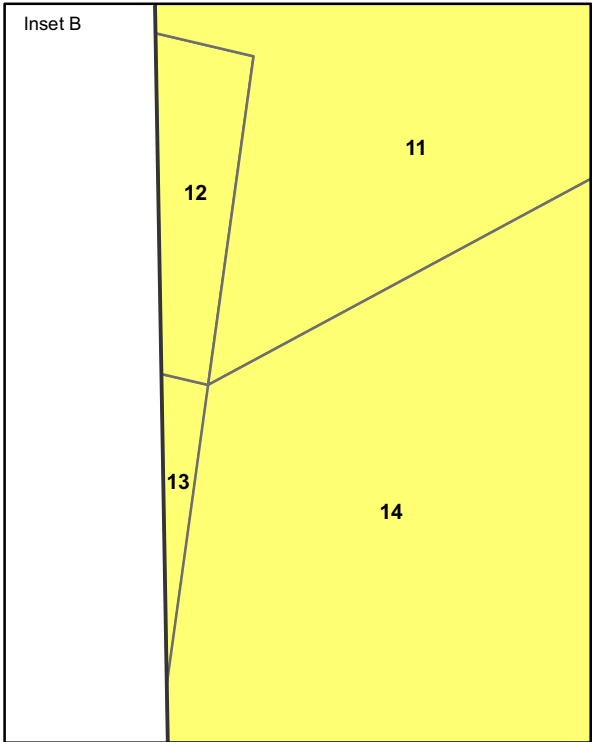
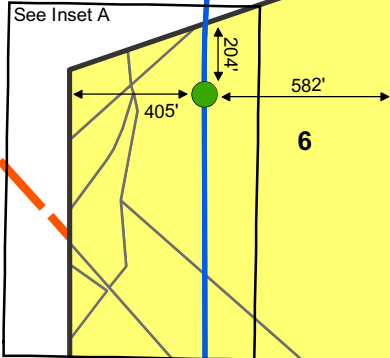
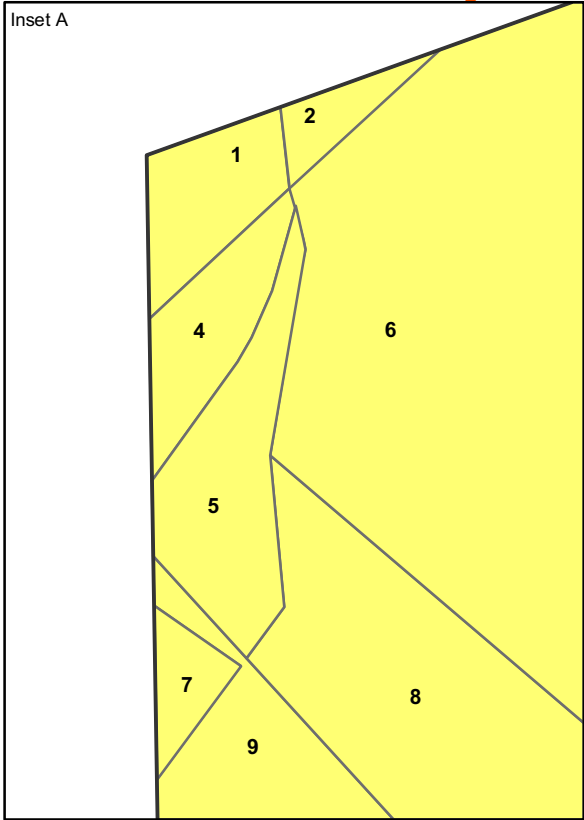
**EXHIBIT 3a**

**Richard Stalder C West Unit**

Unit Size: 286.513 Acres

Lee Township, Monroe County

Date: 12/6/2021



Tract No.	Parcel No.	Acres
1	11-011010.0000	0.675
2	11-011009.0000	0.264
3	11-011005.0000	1.894
4	11-011011.0000	0.684
5	11-011015.0000	1.18
6	11-011001.0000	17.679
7	11-019022.0000	0.29
8	11-011016.0000	5.938
9	11-019025.0000	11.326
10	11-019026.0000	29.697
11	11-019005.0000	1.146
12	11-019038.0000	0.086
13	11-019015.0000	0.025
14	11-019026.1000	5.985
15	11-018007.0000	28.081
16	11-018000.3000	3.155
17	11-018000.1000	0.026
18	11-018019.0000	13.388
19a	11-018002.0000	14.73
20	11-018000.0000	2.679
21	11-018028.0000	1.697
22	11-018018.0000	0.184
23	11-018000.0000	1.098
24	11-018000.2000	0.742
25a	11-018001.0000	6.612
26a	11-018024.0000	0.568

Section 3

Section 4

Section 34

Section 33

19a

Please See Exhibit 3c

0 500 1,000 Feet

1 inch = 578 feet

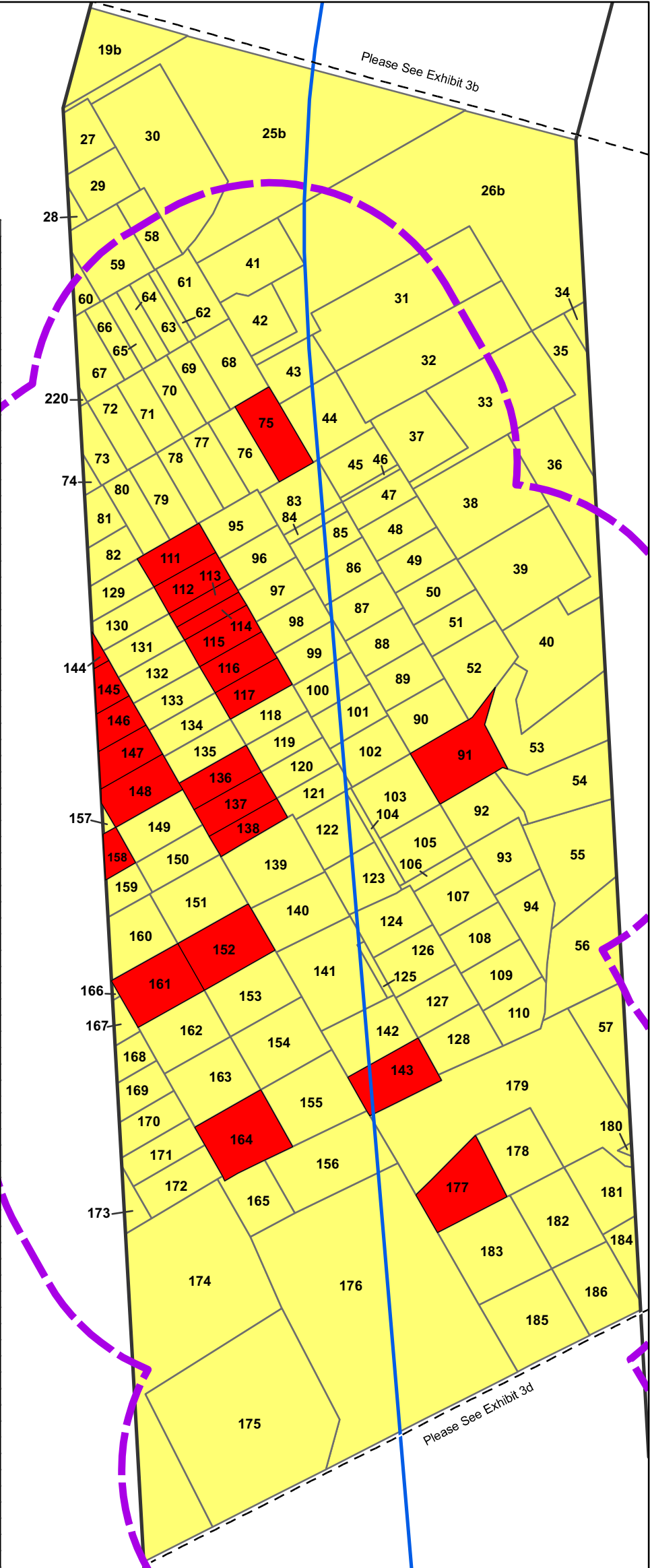


- Planned Wellbore
- Planned Perforation
- Planned Unit Boundary
- 400 Ft Buffer

- Well Pad
- Status
  - Unleased Parcels
  - Leased Parcels

EXHIBIT 3b  
Richard Stalder C West Unit  
Unit Size: 286.513 Acres  
Lee Township, Monroe County

Tract No.	Parcel No.	Acres	Tract No.	Parcel No.	Acres
19b	11-018002.0000	0.455	106	11-025200.0000	0.075
25b	11-018001.0000	2.774	107	11-025199.0000	0.306
26b	11-018024.0000	3.613	108	11-025198.0000	0.261
27	11-018032.0000	0.208	109	11-025197.0000	0.263
28	11-025194.0000	0.037	110	11-025196.0000	0.222
29	11-018026.0000	0.266	111	11-025186.0000	0.208
30	11-018027.0000	1.103	112	11-025185.0000	0.191
31	11-018020.0000	1.043	113	11-025184.0000	0.096
32	11-018025.0000	0.995	114	11-025183.1000	0.096
33	11-025267.0000	0.876	115	11-025183.0000	0.191
34	11-025352.0000	0.049	116	11-025182.0000	0.191
35	11-025351.0000	0.358	117	11-025181.0000	0.191
36	11-025269.0000	0.701	118	11-025180.0000	0.191
37	11-025266.0000	0.42	119	11-025179.0000	0.191
38	11-025268.0000	0.793	120	11-025178.0000	0.191
39	11-025270.0000	0.771	121	11-025177.0000	0.169
40	11-025253.0000	0.744	122	11-025151.1000	0.297
41	11-018009.0000	0.424	123	11-025151.3000	0.273
42	11-025246.0000	0.273	124	11-025176.0000	0.28
43	11-025245.0000	0.252	125	11-0xxxxx.0000	0.042
44	11-025244.0000	0.391	126	11-025175.0000	0.277
45	11-025243.0000	0.258	127	11-025174.0000	0.279
46	11-025242.1000	0.028	128	11-025174.0000	0.278
47	11-025242.0000	0.191	129	11-025162.0000	0.182
48	11-025241.0000	0.223	130	11-025161.0000	0.203
49	11-025240.0000	0.227	131	11-025160.0000	0.205
50	11-025239.0000	0.231	132	11-025159.0000	0.205
51	11-025238.0000	0.235	133	11-025158.0000	0.205
52	11-025237.0000	0.386	134	11-025157.0000	0.205
53	11-025253.1000	0.671	135	11-025156.0000	0.207
54	11-025249.0000	0.469	136	11-025155.0000	0.207
55	11-025248.0000	0.633	137	11-025154.0000	0.207
56	11-025247.0000	0.623	138	11-025153.0000	0.153
57	11-018030.0000	0.318	139	11-025152.0000	0.457
58	11-025236.0000	0.215	140	11-025151.0000	0.37
59	11-025235.0000	0.417	141	11-025150.0000	0.611
60	11-025234.0000	0.077	142	11-025149.0000	0.368
61	11-025233.0000	0.269	143	11-025148.0000	0.329
62	11-025232.1000	0.061	144	11-025131.0000	0.025
63	11-025232.0000	0.154	145	11-025130.0000	0.097
64	11-025231.1000	0.104	146	11-025129.0000	0.135
65	11-025231.0000	0.114	147	11-025128.0000	0.185
66	11-025230.0000	0.149	148	11-025127.0000	0.274
67	11-025212.0000	0.218	149	11-025126.0000	0.277
68	11-025229.0000	0.315	150	11-025125.0000	0.232
69	11-025228.0000	0.193	151	11-025124.0000	0.406
70	11-025227.0000	0.193	152	11-025123.0000	0.383
71	11-025211.0000	0.214	153	11-025122.0000	0.384
72	11-025190.0000	0.237	154	11-025121.0000	0.442
73	11-025189.0000	0.173	155	11-025120.0000	0.489
74	11-025165.0000	0.033	156	11-025319.0000	0.61
75	11-025226.0000	0.302	157	11-025102.0000	0.017
76	11-025225.0000	0.239	158	11-025101.0000	0.087
77	11-025224.0000	0.216	159	11-025100.0000	0.128
78	11-025210.0000	0.219	160	11-025099.0000	0.311
79	11-025188.0000	0.229	161	11-025098.0000	0.359
80	11-025187.0000	0.22	162	11-025097.0000	0.359
81	11-025164.0000	0.136	163	11-025096.0000	0.41
82	11-025163.0000	0.163	164	11-025095.0000	0.419
83	11-025223.0000	0.288	165	11-025318.0000	0.275
84	11-025223.1000	0.064	166	11-025066.0000	0.007
85	11-025221.1000	0.178	167	11-025065.0000	0.068
86	11-025221.0000	0.242	168	11-025064.0000	0.111
87	11-025220.0000	0.242	169	11-025063.0000	0.167
88	11-025219.0000	0.242	170	11-025062.0000	0.199
89	11-025218.0000	0.242	171	11-025061.0000	0.221
90	11-025217.0000	0.288	172	11-025060.0000	0.264
91	11-025216.0000	0.42	173	11-025317.0000	0.081
92	11-025216.1000	0.301	174	11-018008.0000	2.411
93	11-025215.0000	0.278	175	11-018029.0000	2.16
94	11-025214.0000	0.299	176	11-025321.1000	3.773
95	11-025209.0000	0.242	177	11-025147.0000	0.392
96	11-025208.0000	0.218	178	11-025173.0000	0.378
97	11-025207.0000	0.218	179	11-018008.0000	1.989
98	11-025206.0000	0.218	180	11-025195.2000	0.009
99	11-025205.0000	0.218	181	11-025195.1000	0.33
100	11-025204.0000	0.218	182	11-025172.0000	0.458
101	11-025203.0000	0.218	183	11-025146.0000	0.602
102	11-025202.0000	0.263	184	11-025195.0000	0.127
103	11-025201.0000	0.358	185	11-025145.0000	0.548
104	11-025201.2000	0.062	186	11-025171.0000	0.412
105	11-025201.1000	0.314	220	11-025192.0000	0.007



0230460

Feet

1 inch = 254 feet

Planned Wellbore

Planned Perforation

Planned Unit Boundary

400 Ft Buffer

Well Pad

**Status**

Unleased Parcels

Leased Parcels

**EXHIBIT 3c**

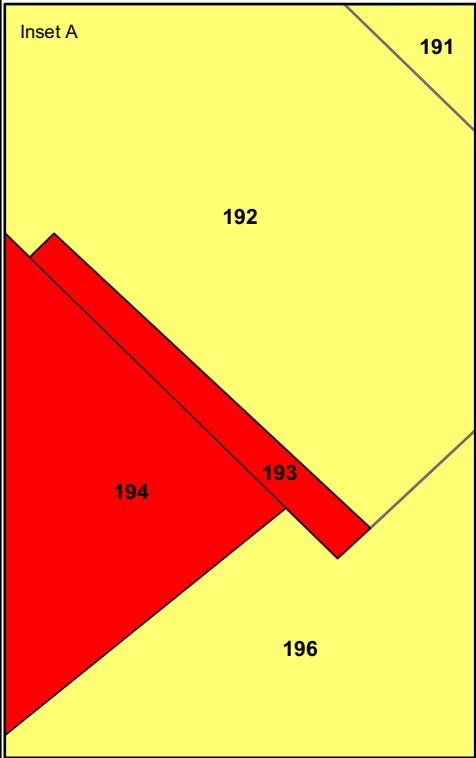
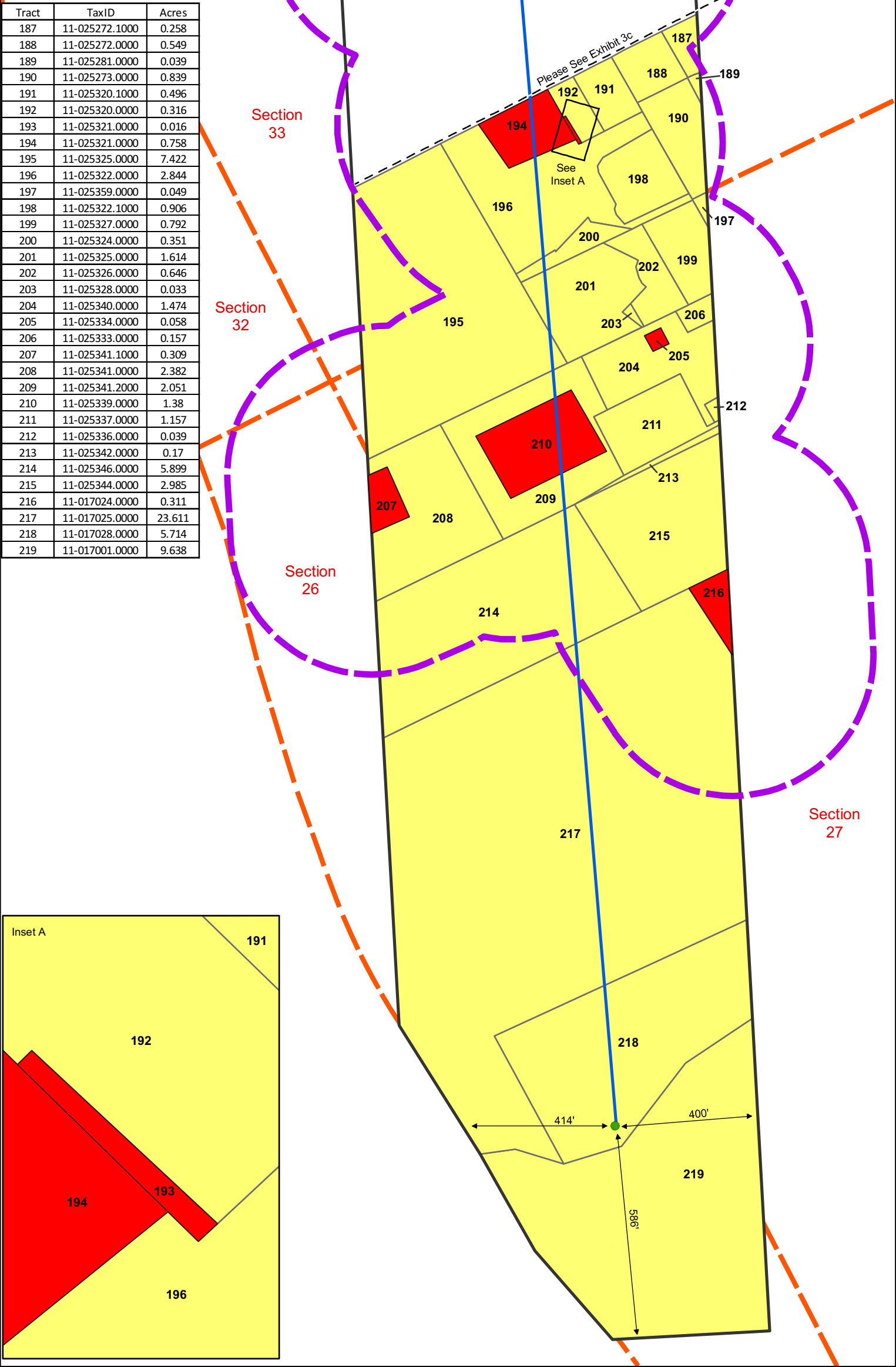
**Richard Stalder C West Unit**

Unit Size: 286.513 Acres

Lee Township, Monroe County

Date: 12/3/2021

Tract	TaxID	Acres
187	11-025272.1000	0.258
188	11-025272.0000	0.549
189	11-025281.0000	0.039
190	11-025273.0000	0.839
191	11-025320.1000	0.496
192	11-025320.0000	0.316
193	11-025321.0000	0.016
194	11-025321.0000	0.758
195	11-025325.0000	7.422
196	11-025322.0000	2.844
197	11-025359.0000	0.049
198	11-025322.1000	0.906
199	11-025327.0000	0.792
200	11-025324.0000	0.351
201	11-025325.0000	1.614
202	11-025326.0000	0.646
203	11-025328.0000	0.033
204	11-025340.0000	1.474
205	11-025334.0000	0.058
206	11-025333.0000	0.157
207	11-025341.1000	0.309
208	11-025341.0000	2.382
209	11-025341.2000	2.051
210	11-025339.0000	1.38
211	11-025337.0000	1.157
212	11-025336.0000	0.039
213	11-025342.0000	0.17
214	11-025346.0000	5.899
215	11-025344.0000	2.985
216	11-017024.0000	0.311
217	11-017025.0000	23.611
218	11-017028.0000	5.714
219	11-017001.0000	9.638



0290580

Feet

1 inch = 319 feet

Planned Wellbore

Planned Perforation

Planned Unit Boundary

400 Ft Buffer

Well Pad

Status

Unleased Parcels

Leased Parcels

EXHIBIT 3d

Richard Stalder C West Unit

Unit Size: 286.513 Acres

Lee Township, Monroe County

Master Unit Parcel Chart			
Tract No.	Parcel No.	Acres	Exhibit
1	11-011010.0000	0.675	Exhibit 3b
2	11-011009.0000	0.264	Exhibit 3b
3	11-011005.0000	1.894	Exhibit 3b
4	11-011011.0000	0.684	Exhibit 3b
5	11-011015.0000	1.18	Exhibit 3b
6	11-011001.0000	17.679	Exhibit 3b
7	11-019022.0000	0.29	Exhibit 3b
8	11-011016.0000	5.938	Exhibit 3b
9	11-019025.0000	11.326	Exhibit 3b
10	11-019026.0000	29.697	Exhibit 3b
11	11-019005.0000	1.146	Exhibit 3b
12	11-019038.0000	0.086	Exhibit 3b
13	11-019015.0000	0.025	Exhibit 3b
14	11-019026.1000	5.985	Exhibit 3b
15	11-018007.0000	28.081	Exhibit 3b
16	11-018000.3000	3.155	Exhibit 3b
17	11-018000.1000	0.026	Exhibit 3b
18	11-018019.0000	13.388	Exhibit 3b
19a	11-018002.0000	14.73	Exhibit 3b
19b	11-018002.0000	0.455	Exhibit 3c
20	11-018000.0000	2.679	Exhibit 3b
21	11-018028.0000	1.697	Exhibit 3b
22	11-018018.0000	0.184	Exhibit 3b
23	11-018000.0000	1.098	Exhibit 3b
24	11-018000.2000	0.742	Exhibit 3b
25a	11-018001.0000	6.612	Exhibit 3b
25b	11-018001.0000	2.774	Exhibit 3c
26a	11-018024.0000	0.568	Exhibit 3b
26b	11-018024.0000	3.613	Exhibit 3c
27	11-018032.0000	0.208	Exhibit 3c
28	11-025194.0000	0.037	Exhibit 3c
29	11-018026.0000	0.266	Exhibit 3c
30	11-018027.0000	1.103	Exhibit 3c
31	11-018020.0000	1.043	Exhibit 3c
32	11-018025.0000	0.995	Exhibit 3c
33	11-025267.0000	0.876	Exhibit 3c
34	11-025352.0000	0.049	Exhibit 3c
35	11-025351.0000	0.358	Exhibit 3c
36	11-025269.0000	0.701	Exhibit 3c
37	11-025266.0000	0.42	Exhibit 3c
38	11-025268.0000	0.793	Exhibit 3c
39	11-025270.0000	0.771	Exhibit 3c
40	11-025253.0000	0.744	Exhibit 3c
41	11-018009.0000	0.424	Exhibit 3c

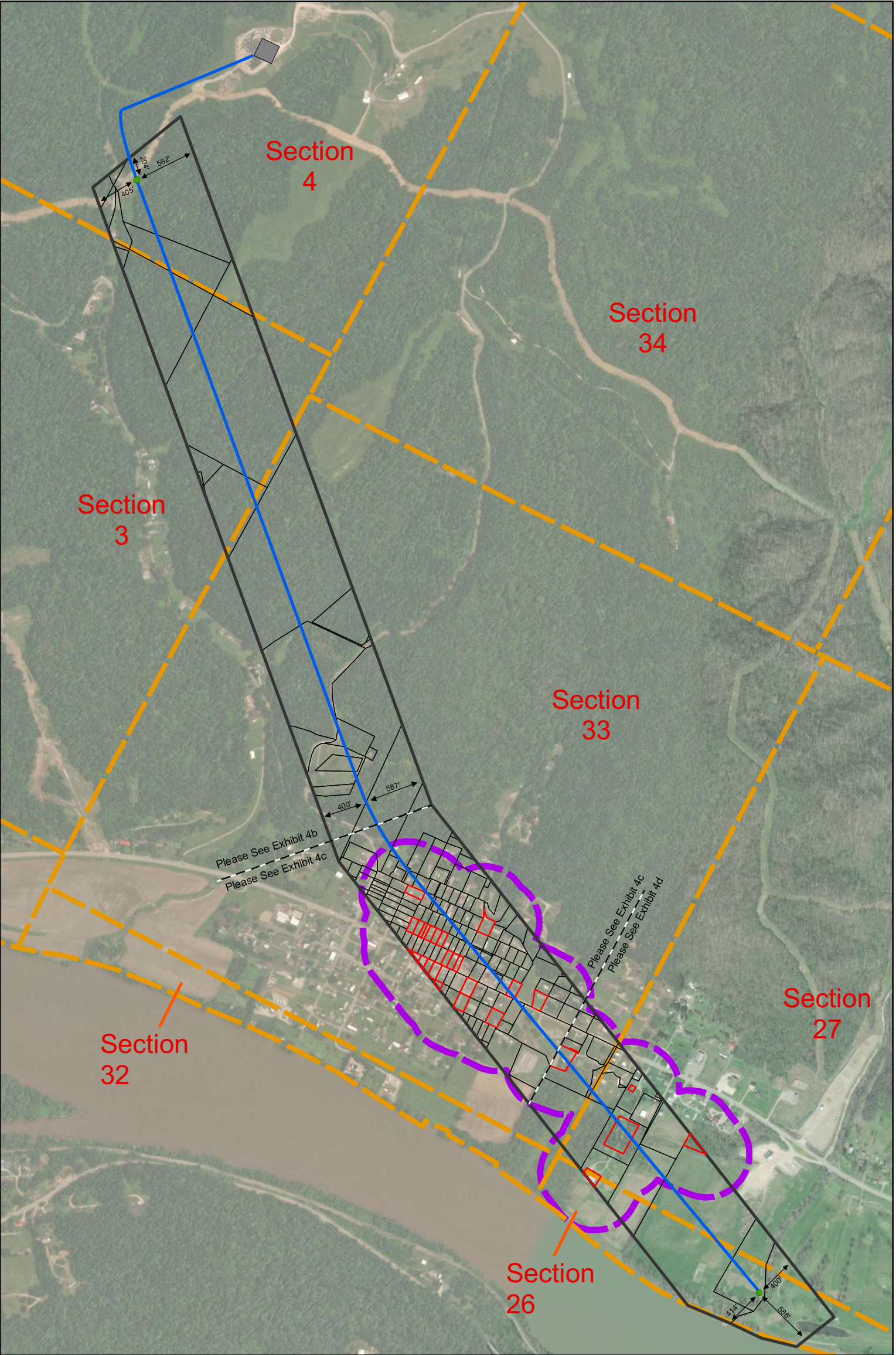
42	11-025246.0000	0.273	Exhibit 3c
43	11-025245.0000	0.252	Exhibit 3c
44	11-025244.0000	0.391	Exhibit 3c
45	11-025243.0000	0.258	Exhibit 3c
46	11-025242.1000	0.028	Exhibit 3c
47	11-025242.0000	0.191	Exhibit 3c
48	11-025241.0000	0.223	Exhibit 3c
49	11-025240.0000	0.227	Exhibit 3c
50	11-025239.0000	0.231	Exhibit 3c
51	11-025238.0000	0.235	Exhibit 3c
52	11-025237.0000	0.386	Exhibit 3c
53	11-025253.1000	0.671	Exhibit 3c
54	11-025249.0000	0.469	Exhibit 3c
55	11-025248.0000	0.633	Exhibit 3c
56	11-025247.0000	0.623	Exhibit 3c
57	11-018030.0000	0.318	Exhibit 3c
58	11-025236.0000	0.215	Exhibit 3c
59	11-025235.0000	0.417	Exhibit 3c
60	11-025234.0000	0.077	Exhibit 3c
61	11-025233.0000	0.269	Exhibit 3c
62	11-025232.1000	0.061	Exhibit 3c
63	11-025232.0000	0.154	Exhibit 3c
64	11-025231.1000	0.104	Exhibit 3c
65	11-025231.0000	0.114	Exhibit 3c
66	11-025230.0000	0.149	Exhibit 3c
67	11-025212.0000	0.218	Exhibit 3c
68	11-025229.0000	0.315	Exhibit 3c
69	11-025228.0000	0.193	Exhibit 3c
70	11-025227.0000	0.193	Exhibit 3c
71	11-025211.0000	0.214	Exhibit 3c
72	11-025190.0000	0.237	Exhibit 3c
73	11-025189.0000	0.173	Exhibit 3c
74	11-025165.0000	0.033	Exhibit 3c
75	11-025226.0000	0.302	Exhibit 3c
76	11-025225.0000	0.239	Exhibit 3c
77	11-025224.0000	0.216	Exhibit 3c
78	11-025210.0000	0.219	Exhibit 3c
79	11-025188.0000	0.229	Exhibit 3c
80	11-025187.0000	0.22	Exhibit 3c
81	11-025164.0000	0.136	Exhibit 3c
82	11-025163.0000	0.163	Exhibit 3c
83	11-025223.0000	0.288	Exhibit 3c
84	11-025223.1000	0.064	Exhibit 3c
85	11-025221.1000	0.178	Exhibit 3c
86	11-025221.0000	0.242	Exhibit 3c
87	11-025220.0000	0.242	Exhibit 3c
88	11-025219.0000	0.242	Exhibit 3c

89	11-025218.0000	0.242	Exhibit 3c
90	11-025217.0000	0.288	Exhibit 3c
91	11-025216.0000	0.42	Exhibit 3c
92	11-025216.1000	0.301	Exhibit 3c
93	11-025215.0000	0.278	Exhibit 3c
94	11-025214.0000	0.299	Exhibit 3c
95	11-025209.0000	0.242	Exhibit 3c
96	11-025208.0000	0.218	Exhibit 3c
97	11-025207.0000	0.218	Exhibit 3c
98	11-025206.0000	0.218	Exhibit 3c
99	11-025205.0000	0.218	Exhibit 3c
100	11-025204.0000	0.218	Exhibit 3c
101	11-025203.0000	0.218	Exhibit 3c
102	11-025202.0000	0.263	Exhibit 3c
103	11-025201.0000	0.358	Exhibit 3c
104	11-025201.2000	0.062	Exhibit 3c
105	11-025201.1000	0.314	Exhibit 3c
106	11-025200.0000	0.075	Exhibit 3c
107	11-025199.0000	0.306	Exhibit 3c
108	11-025198.0000	0.261	Exhibit 3c
109	11-025197.0000	0.263	Exhibit 3c
110	11-025196.0000	0.222	Exhibit 3c
111	11-025186.0000	0.208	Exhibit 3c
112	11-025185.0000	0.191	Exhibit 3c
113	11-025184.0000	0.096	Exhibit 3c
114	11-025183.1000	0.096	Exhibit 3c
115	11-025183.0000	0.191	Exhibit 3c
116	11-025182.0000	0.191	Exhibit 3c
117	11-025181.0000	0.191	Exhibit 3c
118	11-025180.0000	0.191	Exhibit 3c
119	11-025179.0000	0.191	Exhibit 3c
120	11-025178.0000	0.191	Exhibit 3c
121	11-025177.0000	0.169	Exhibit 3c
122	11-025151.1000	0.297	Exhibit 3c
123	11-025151.3000	0.273	Exhibit 3c
124	11-025176.0000	0.28	Exhibit 3c
125	11-0xxxxx.0000	0.042	Exhibit 3c
126	11-025175.0000	0.277	Exhibit 3c
127	11-025174.0000	0.279	Exhibit 3c
128	11-025174.0000	0.278	Exhibit 3c
129	11-025162.0000	0.182	Exhibit 3c
130	11-025161.0000	0.203	Exhibit 3c
131	11-025160.0000	0.205	Exhibit 3c
132	11-025159.0000	0.205	Exhibit 3c
133	11-025158.0000	0.205	Exhibit 3c
134	11-025157.0000	0.205	Exhibit 3c
135	11-025156.0000	0.207	Exhibit 3c

136	11-025155.0000	0.207	Exhibit 3c
137	11-025154.0000	0.207	Exhibit 3c
138	11-025153.0000	0.153	Exhibit 3c
139	11-025152.0000	0.457	Exhibit 3c
140	11-025151.0000	0.37	Exhibit 3c
141	11-025150.0000	0.611	Exhibit 3c
142	11-025149.0000	0.368	Exhibit 3c
143	11-025148.0000	0.329	Exhibit 3c
144	11-025131.0000	0.025	Exhibit 3c
145	11-025130.0000	0.097	Exhibit 3c
146	11-025129.0000	0.135	Exhibit 3c
147	11-025128.0000	0.185	Exhibit 3c
148	11-025127.0000	0.274	Exhibit 3c
149	11-025126.0000	0.277	Exhibit 3c
150	11-025125.0000	0.232	Exhibit 3c
151	11-025124.0000	0.406	Exhibit 3c
152	11-025123.0000	0.383	Exhibit 3c
153	11-025122.0000	0.384	Exhibit 3c
154	11-025121.0000	0.442	Exhibit 3c
155	11-025120.0000	0.489	Exhibit 3c
156	11-025319.0000	0.61	Exhibit 3c
157	11-025102.0000	0.017	Exhibit 3c
158	11-025101.0000	0.087	Exhibit 3c
159	11-025100.0000	0.128	Exhibit 3c
160	11-025099.0000	0.311	Exhibit 3c
161	11-025098.0000	0.359	Exhibit 3c
162	11-025097.0000	0.359	Exhibit 3c
163	11-025096.0000	0.41	Exhibit 3c
164	11-025095.0000	0.419	Exhibit 3c
165	11-025318.0000	0.275	Exhibit 3c
166	11-025066.0000	0.007	Exhibit 3c
167	11-025065.0000	0.068	Exhibit 3c
168	11-025064.0000	0.111	Exhibit 3c
169	11-025063.0000	0.167	Exhibit 3c
170	11-025062.0000	0.199	Exhibit 3c
171	11-025061.0000	0.221	Exhibit 3c
172	11-025060.0000	0.264	Exhibit 3c
173	11-025317.0000	0.081	Exhibit 3c
174	11-018008.0000	2.411	Exhibit 3c
175	11-018029.0000	2.16	Exhibit 3c
176	11-025321.1000	3.773	Exhibit 3c
177	11-025147.0000	0.392	Exhibit 3c
178	11-025173.0000	0.378	Exhibit 3c
179	11-018008.0000	1.989	Exhibit 3c
180	11-025195.2000	0.009	Exhibit 3c
181	11-025195.1000	0.33	Exhibit 3c
182	11-025172.0000	0.458	Exhibit 3c



183	11-025146.0000	0.602	Exhibit 3c
184	11-025195.0000	0.127	Exhibit 3c
185	11-025145.0000	0.548	Exhibit 3c
186	11-025171.0000	0.412	Exhibit 3c
187	11-025272.1000	0.258	Exhibit 3d
188	11-025272.0000	0.549	Exhibit 3d
189	11-025281.0000	0.039	Exhibit 3d
190	11-025273.0000	0.839	Exhibit 3d
191	11-025320.1000	0.496	Exhibit 3d
192	11-025320.0000	0.316	Exhibit 3d
193	11-025321.1000	0.016	Exhibit 3d
194	11-025321.0000	0.758	Exhibit 3d
195	11-025325.0000	7.422	Exhibit 3d
196	11-025322.0000	2.844	Exhibit 3d
197	11-025359.0000	0.049	Exhibit 3d
198	11-025322.1000	0.906	Exhibit 3d
199	11-025327.0000	0.792	Exhibit 3d
200	11-025324.0000	0.351	Exhibit 3d
201	11-025325.0000	1.614	Exhibit 3d
202	11-025326.0000	0.646	Exhibit 3d
203	11-025328.0000	0.033	Exhibit 3d
204	11-025340.0000	1.474	Exhibit 3d
205	11-025334.0000	0.058	Exhibit 3d
206	11-025333.0000	0.157	Exhibit 3d
207	11-025341.1000	0.309	Exhibit 3d
208	11-025341.0000	2.382	Exhibit 3d
209	11-025341.2000	2.051	Exhibit 3d
210	11-025339.0000	1.38	Exhibit 3d
211	11-025337.0000	1.157	Exhibit 3d
212	11-025336.0000	0.039	Exhibit 3d
213	11-025342.0000	0.17	Exhibit 3d
214	11-025346.0000	5.899	Exhibit 3d
215	11-025344.0000	2.985	Exhibit 3d
216	11-017024.0000	0.311	Exhibit 3d
217	11-017025.0000	23.611	Exhibit 3d
218	11-017028.0000	5.714	Exhibit 3d
219	11-017001.0000	9.638	Exhibit 3d
220	11-025192.0000	0.007	Exhibit 3c



01,900

950

Feet

1 inch = 1,042 feet

Planned Wellbore

Planned Perforation

Planned Unit Boundary

400 Ft Buffer

Well Pad

Unleased Parcels

Leased Parcels

Status

EXHIBIT 4a

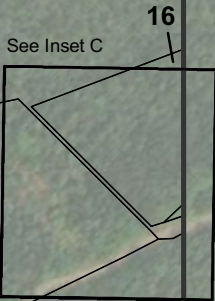
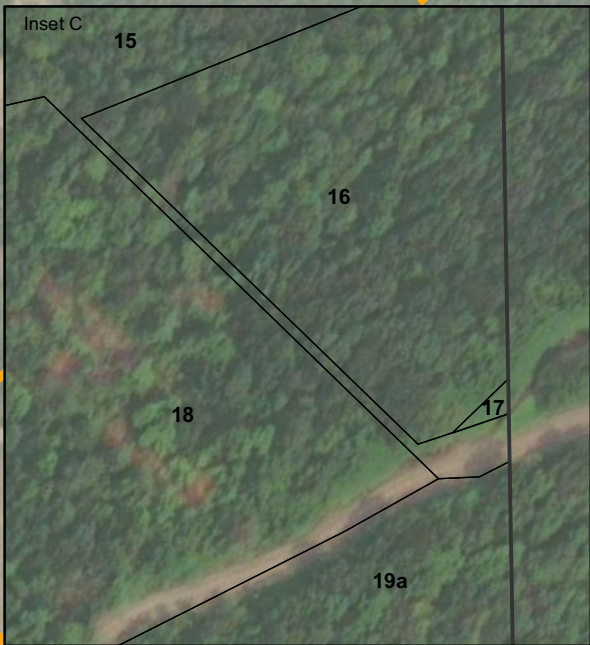
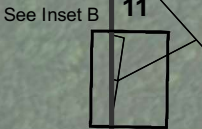
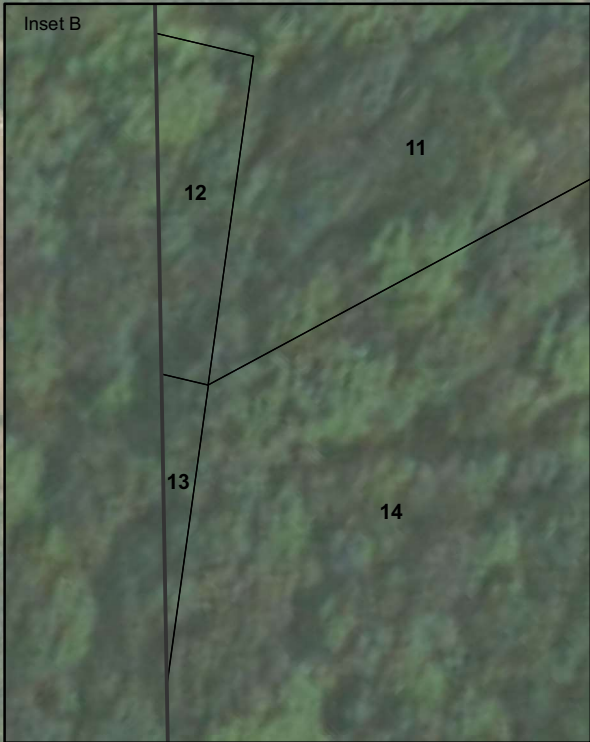
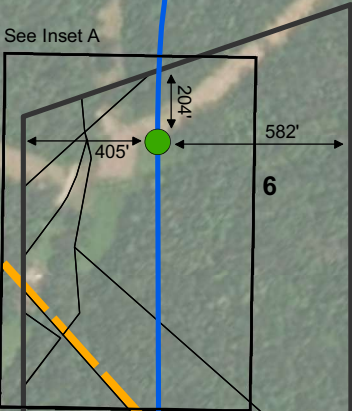
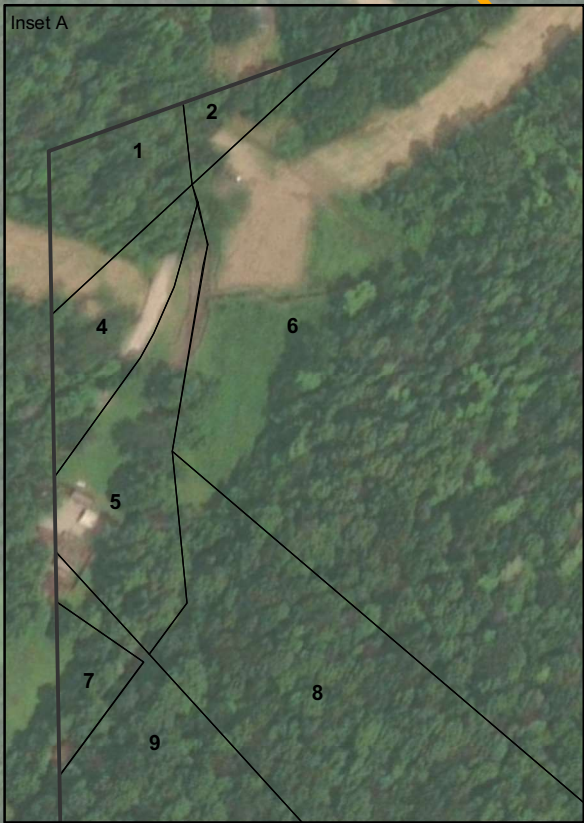
Richard Stalder C West Unit

Unit Size: 286.513 Acres

Lee Township, Monroe County

Date: 12/6/2021





Tract No.	Parcel No.	Acres
1	11-011010.0000	0.675
2	11-011009.0000	0.264
3	11-011005.0000	1.894
4	11-011011.0000	0.684
5	11-011015.0000	1.18
6	11-011001.0000	17.679
7	11-019022.0000	0.29
8	11-011016.0000	5.938
9	11-019025.0000	11.326
10	11-019026.0000	29.697
11	11-019005.0000	1.146
12	11-019038.0000	0.086
13	11-019015.0000	0.025
14	11-019026.1000	5.985
15	11-018007.0000	28.081
16	11-018000.3000	3.155
17	11-018000.1000	0.026
18	11-018019.0000	13.388
19a	11-018002.0000	14.73
20	11-018000.0000	2.679
21	11-018028.0000	1.697
22	11-018018.0000	0.184
23	11-018000.0000	1.098
24	11-018000.2000	0.742
25a	11-018001.0000	6.612
26a	11-018024.0000	0.568

05001,000

Feet

1 inch = 578 feet

Planned Wellbore

Planned Perforation

Planned Unit Boundary

400 Ft Buffer

Well Pad

Status

Unleased Parcels

Leased Parcels

**EXHIBIT 4b**  
**Richard Stalder C West Unit**  
Unit Size: 286.513 Acres  
Lee Township, Monroe County



Tract No.	Parcel No.	Acres	Tract No.	Parcel No.	Acres
19b	11-018002.0000	0.455	106	11-025200.0000	0.075
25b	11-018001.0000	2.774	107	11-025199.0000	0.306
26b	11-018024.0000	3.613	108	11-025198.0000	0.261
27	11-018032.0000	0.208	109	11-025197.0000	0.263
28	11-025194.0000	0.037	110	11-025196.0000	0.222
29	11-018026.0000	0.266	111	11-025186.0000	0.208
30	11-018027.0000	1.103	112	11-025185.0000	0.191
31	11-018020.0000	1.043	113	11-025184.0000	0.096
32	11-018025.0000	0.995	114	11-025183.1000	0.096
33	11-025267.0000	0.876	115	11-025183.0000	0.191
34	11-025352.0000	0.049	116	11-025182.0000	0.191
35	11-025351.0000	0.358	117	11-025181.0000	0.191
36	11-025269.0000	0.701	118	11-025180.0000	0.191
37	11-025266.0000	0.42	119	11-025179.0000	0.191
38	11-025268.0000	0.793	120	11-025178.0000	0.191
39	11-025270.0000	0.771	121	11-025177.0000	0.169
40	11-025253.0000	0.744	122	11-025151.1000	0.297
41	11-018009.0000	0.424	123	11-025151.3000	0.273
42	11-025246.0000	0.273	124	11-025176.0000	0.28
43	11-025245.0000	0.252	125	11-0xxxxx.0000	0.042
44	11-025244.0000	0.391	126	11-025175.0000	0.277
45	11-025243.0000	0.258	127	11-025174.0000	0.279
46	11-025242.1000	0.028	128	11-025174.0000	0.278
47	11-025242.0000	0.191	129	11-025162.0000	0.182
48	11-025241.0000	0.223	130	11-025161.0000	0.203
49	11-025240.0000	0.227	131	11-025160.0000	0.205
50	11-025239.0000	0.231	132	11-025159.0000	0.205
51	11-025238.0000	0.235	133	11-025158.0000	0.205
52	11-025237.0000	0.386	134	11-025157.0000	0.205
53	11-025253.1000	0.671	135	11-025156.0000	0.207
54	11-025249.0000	0.469	136	11-025155.0000	0.207
55	11-025248.0000	0.633	137	11-025154.0000	0.207
56	11-025247.0000	0.623	138	11-025153.0000	0.153
57	11-018030.0000	0.318	139	11-025152.0000	0.457
58	11-025236.0000	0.215	140	11-025151.0000	0.37
59	11-025235.0000	0.417	141	11-025150.0000	0.611
60	11-025234.0000	0.077	142	11-025149.0000	0.368
61	11-025233.0000	0.269	143	11-025148.0000	0.329
62	11-025232.1000	0.061	144	11-025131.0000	0.025
63	11-025232.0000	0.154	145	11-025130.0000	0.097
64	11-025231.1000	0.104	146	11-025129.0000	0.135
65	11-025231.0000	0.114	147	11-025128.0000	0.185
66	11-025230.0000	0.149	148	11-025127.0000	0.274
67	11-025212.0000	0.218	149	11-025126.0000	0.277
68	11-025229.0000	0.315	150	11-025125.0000	0.232
69	11-025228.0000	0.193	151	11-025124.0000	0.406
70	11-025227.0000	0.193	152	11-025123.0000	0.383
71	11-025211.0000	0.214	153	11-025122.0000	0.384
72	11-025190.0000	0.237	154	11-025121.0000	0.442
73	11-025189.0000	0.173	155	11-025120.0000	0.489
74	11-025165.0000	0.033	156	11-025319.0000	0.61
75	11-025226.0000	0.302	157	11-025102.0000	0.017
76	11-025225.0000	0.239	158	11-025101.0000	0.087
77	11-025224.0000	0.216	159	11-025100.0000	0.128
78	11-025210.0000	0.219	160	11-025099.0000	0.311
79	11-025188.0000	0.229	161	11-025098.0000	0.359
80	11-025187.0000	0.22	162	11-025097.0000	0.359
81	11-025164.0000	0.136	163	11-025096.0000	0.41
82	11-025163.0000	0.163	164	11-025095.0000	0.419
83	11-025223.0000	0.288	165	11-025318.0000	0.275
84	11-025223.1000	0.064	166	11-025066.0000	0.007
85	11-025221.1000	0.178	167	11-025065.0000	0.068
86	11-025221.0000	0.242	168	11-025064.0000	0.111
87	11-025220.0000	0.242	169	11-025063.0000	0.167
88	11-025219.0000	0.242	170	11-025062.0000	0.199
89	11-025218.0000	0.242	171	11-025061.0000	0.221
90	11-025217.0000	0.288	172	11-025060.0000	0.264
91	11-025216.0000	0.42	173	11-025317.0000	0.081
92	11-025216.1000	0.301	174	11-018008.0000	2.411
93	11-025215.0000	0.278	175	11-018029.0000	2.16
94	11-025214.0000	0.299	176	11-025321.1000	3.773
95	11-025209.0000	0.242	177	11-025147.0000	0.392
96	11-025208.0000	0.218	178	11-025173.0000	0.378
97	11-025207.0000	0.218	179	11-018008.0000	1.989
98	11-025206.0000	0.218	180	11-025195.2000	0.009
99	11-025205.0000	0.218	181	11-025195.1000	0.33
100	11-025204.0000	0.218	182	11-025172.0000	0.458
101	11-025203.0000	0.218	183	11-025146.0000	0.602
102	11-025202.0000	0.263	184	11-025195.0000	0.127
103	11-025201.0000	0.358	185	11-025145.0000	0.548
104	11-025201.2000	0.062	186	11-025171.0000	0.412
105	11-025201.1000	0.314	220	11-025192.0000	0.007

0230460

Feet

1 inch = 254 feet

Planned Wellbore

Planned Perforation

Planned Unit Boundary

400 Ft Buffer

Well Pad

Status

Unleased Parcels

Leased Parcels

EXHIBIT 4c

Richard Stalder C West Unit

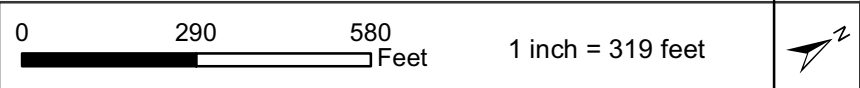
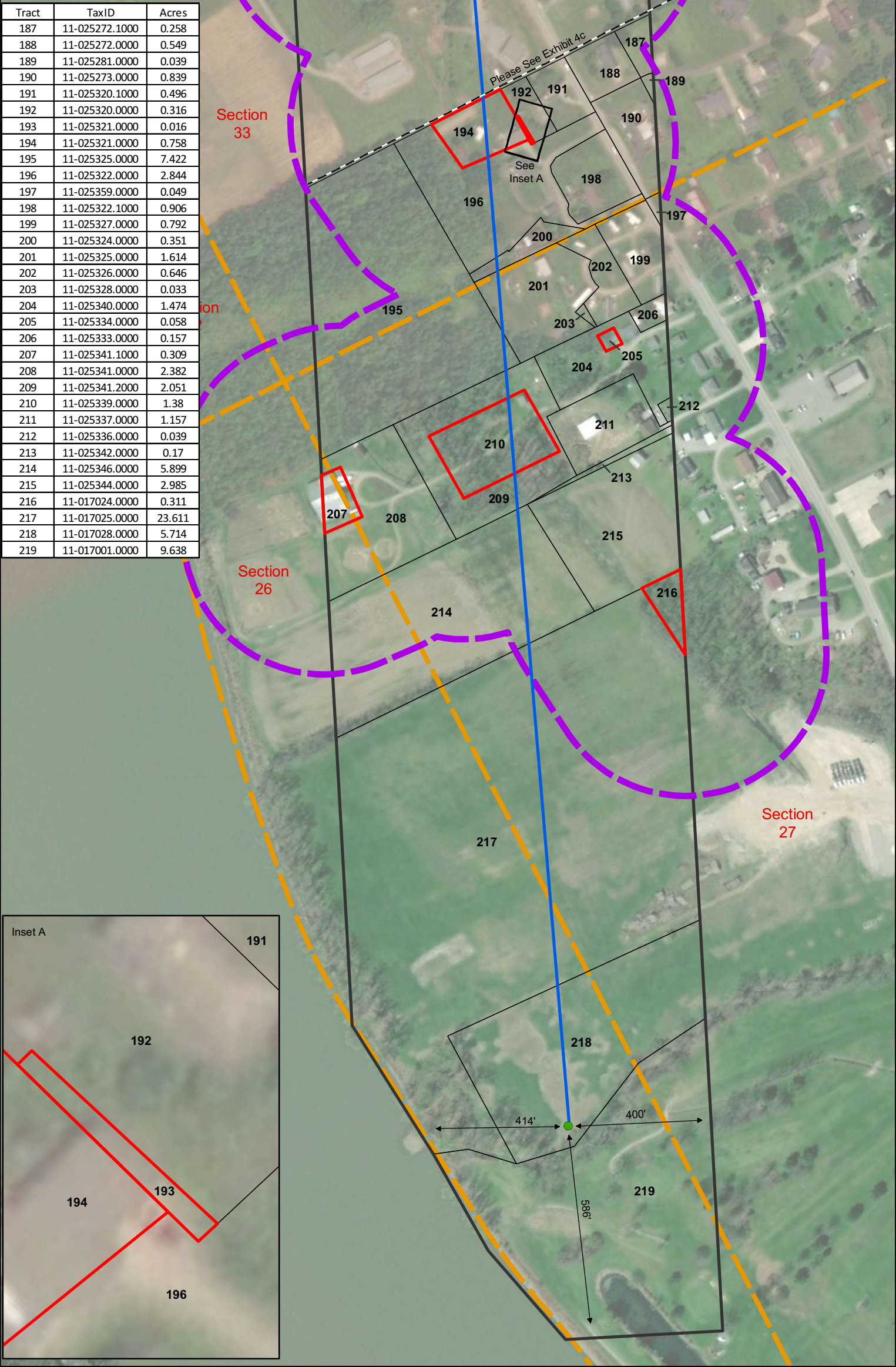
Unit Size: 286.513 Acres

Lee Township, Monroe County

Date: 12/6/2021



Tract	TaxID	Acres
187	11-025272.1000	0.258
188	11-025272.0000	0.549
189	11-025281.0000	0.039
190	11-025273.0000	0.839
191	11-025320.1000	0.496
192	11-025320.0000	0.316
193	11-025321.0000	0.016
194	11-025321.0000	0.758
195	11-025325.0000	7.422
196	11-025322.0000	2.844
197	11-025359.0000	0.049
198	11-025322.1000	0.906
199	11-025327.0000	0.792
200	11-025324.0000	0.351
201	11-025325.0000	1.614
202	11-025326.0000	0.646
203	11-025328.0000	0.033
204	11-025340.0000	1.474
205	11-025334.0000	0.058
206	11-025333.0000	0.157
207	11-025341.1000	0.309
208	11-025341.0000	2.382
209	11-025341.2000	2.051
210	11-025339.0000	1.38
211	11-025337.0000	1.157
212	11-025336.0000	0.039
213	11-025342.0000	0.17
214	11-025346.0000	5.899
215	11-025344.0000	2.985
216	11-017024.0000	0.311
217	11-017025.0000	23.611
218	11-017028.0000	5.714
219	11-017001.0000	9.638



Planned Wellbore

Planned Perforation

Planned Unit Boundary

400 Ft Buffer

Well Pad

Status

Unleased Parcels

Leased Parcels

EXHIBIT 4d

Richard Stalder C West Unit

Unit Size: 286.513 Acres

Lee Township, Monroe County

Date: 12/6/2021

Master Unit Parcel Chart			
Tract No.	Parcel No.	Acres	Exhibit
1	11-011010.0000	0.675	Exhibit 4b
2	11-011009.0000	0.264	Exhibit 4b
3	11-011005.0000	1.894	Exhibit 4b
4	11-011011.0000	0.684	Exhibit 4b
5	11-011015.0000	1.18	Exhibit 4b
6	11-011001.0000	17.679	Exhibit 4b
7	11-019022.0000	0.29	Exhibit 4b
8	11-011016.0000	5.938	Exhibit 4b
9	11-019025.0000	11.326	Exhibit 4b
10	11-019026.0000	29.697	Exhibit 4b
11	11-019005.0000	1.146	Exhibit 4b
12	11-019038.0000	0.086	Exhibit 4b
13	11-019015.0000	0.025	Exhibit 4b
14	11-019026.1000	5.985	Exhibit 4b
15	11-018007.0000	28.081	Exhibit 4b
16	11-018000.3000	3.155	Exhibit 4b
17	11-018000.1000	0.026	Exhibit 4b
18	11-018019.0000	13.388	Exhibit 4b
19a	11-018002.0000	14.73	Exhibit 4b
19b	11-018002.0000	0.455	Exhibit 4c
20	11-018000.0000	2.679	Exhibit 4b
21	11-018028.0000	1.697	Exhibit 4b
22	11-018018.0000	0.184	Exhibit 4b
23	11-018000.0000	1.098	Exhibit 4b
24	11-018000.2000	0.742	Exhibit 4b
25a	11-018001.0000	6.612	Exhibit 4b
25b	11-018001.0000	2.774	Exhibit 4c
26a	11-018024.0000	0.568	Exhibit 4b
26b	11-018024.0000	3.613	Exhibit 4c
27	11-018032.0000	0.208	Exhibit 4c
28	11-025194.0000	0.037	Exhibit 4c
29	11-018026.0000	0.266	Exhibit 4c
30	11-018027.0000	1.103	Exhibit 4c
31	11-018020.0000	1.043	Exhibit 4c
32	11-018025.0000	0.995	Exhibit 4c
33	11-025267.0000	0.876	Exhibit 4c
34	11-025352.0000	0.049	Exhibit 4c
35	11-025351.0000	0.358	Exhibit 4c
36	11-025269.0000	0.701	Exhibit 4c
37	11-025266.0000	0.42	Exhibit 4c
38	11-025268.0000	0.793	Exhibit 4c
39	11-025270.0000	0.771	Exhibit 4c
40	11-025253.0000	0.744	Exhibit 4c
41	11-018009.0000	0.424	Exhibit 4c

42	11-025246.0000	0.273	Exhibit 4c
43	11-025245.0000	0.252	Exhibit 4c
44	11-025244.0000	0.391	Exhibit 4c
45	11-025243.0000	0.258	Exhibit 4c
46	11-025242.1000	0.028	Exhibit 4c
47	11-025242.0000	0.191	Exhibit 4c
48	11-025241.0000	0.223	Exhibit 4c
49	11-025240.0000	0.227	Exhibit 4c
50	11-025239.0000	0.231	Exhibit 4c
51	11-025238.0000	0.235	Exhibit 4c
52	11-025237.0000	0.386	Exhibit 4c
53	11-025253.1000	0.671	Exhibit 4c
54	11-025249.0000	0.469	Exhibit 4c
55	11-025248.0000	0.633	Exhibit 4c
56	11-025247.0000	0.623	Exhibit 4c
57	11-018030.0000	0.318	Exhibit 4c
58	11-025236.0000	0.215	Exhibit 4c
59	11-025235.0000	0.417	Exhibit 4c
60	11-025234.0000	0.077	Exhibit 4c
61	11-025233.0000	0.269	Exhibit 4c
62	11-025232.1000	0.061	Exhibit 4c
63	11-025232.0000	0.154	Exhibit 4c
64	11-025231.1000	0.104	Exhibit 4c
65	11-025231.0000	0.114	Exhibit 4c
66	11-025230.0000	0.149	Exhibit 4c
67	11-025212.0000	0.218	Exhibit 4c
68	11-025229.0000	0.315	Exhibit 4c
69	11-025228.0000	0.193	Exhibit 4c
70	11-025227.0000	0.193	Exhibit 4c
71	11-025211.0000	0.214	Exhibit 4c
72	11-025190.0000	0.237	Exhibit 4c
73	11-025189.0000	0.173	Exhibit 4c
74	11-025165.0000	0.033	Exhibit 4c
75	11-025226.0000	0.302	Exhibit 4c
76	11-025225.0000	0.239	Exhibit 4c
77	11-025224.0000	0.216	Exhibit 4c
78	11-025210.0000	0.219	Exhibit 4c
79	11-025188.0000	0.229	Exhibit 4c
80	11-025187.0000	0.22	Exhibit 4c
81	11-025164.0000	0.136	Exhibit 4c
82	11-025163.0000	0.163	Exhibit 4c
83	11-025223.0000	0.288	Exhibit 4c
84	11-025223.1000	0.064	Exhibit 4c
85	11-025221.1000	0.178	Exhibit 4c
86	11-025221.0000	0.242	Exhibit 4c
87	11-025220.0000	0.242	Exhibit 4c
88	11-025219.0000	0.242	Exhibit 4c

89	11-025218.0000	0.242	Exhibit 4c
90	11-025217.0000	0.288	Exhibit 4c
91	11-025216.0000	0.42	Exhibit 4c
92	11-025216.1000	0.301	Exhibit 4c
93	11-025215.0000	0.278	Exhibit 4c
94	11-025214.0000	0.299	Exhibit 4c
95	11-025209.0000	0.242	Exhibit 4c
96	11-025208.0000	0.218	Exhibit 4c
97	11-025207.0000	0.218	Exhibit 4c
98	11-025206.0000	0.218	Exhibit 4c
99	11-025205.0000	0.218	Exhibit 4c
100	11-025204.0000	0.218	Exhibit 4c
101	11-025203.0000	0.218	Exhibit 4c
102	11-025202.0000	0.263	Exhibit 4c
103	11-025201.0000	0.358	Exhibit 4c
104	11-025201.2000	0.062	Exhibit 4c
105	11-025201.1000	0.314	Exhibit 4c
106	11-025200.0000	0.075	Exhibit 4c
107	11-025199.0000	0.306	Exhibit 4c
108	11-025198.0000	0.261	Exhibit 4c
109	11-025197.0000	0.263	Exhibit 4c
110	11-025196.0000	0.222	Exhibit 4c
111	11-025186.0000	0.208	Exhibit 4c
112	11-025185.0000	0.191	Exhibit 4c
113	11-025184.0000	0.096	Exhibit 4c
114	11-025183.1000	0.096	Exhibit 4c
115	11-025183.0000	0.191	Exhibit 4c
116	11-025182.0000	0.191	Exhibit 4c
117	11-025181.0000	0.191	Exhibit 4c
118	11-025180.0000	0.191	Exhibit 4c
119	11-025179.0000	0.191	Exhibit 4c
120	11-025178.0000	0.191	Exhibit 4c
121	11-025177.0000	0.169	Exhibit 4c
122	11-025151.1000	0.297	Exhibit 4c
123	11-025151.3000	0.273	Exhibit 4c
124	11-025176.0000	0.28	Exhibit 4c
125	11-0xxxxx.0000	0.042	Exhibit 4c
126	11-025175.0000	0.277	Exhibit 4c
127	11-025174.0000	0.279	Exhibit 4c
128	11-025174.0000	0.278	Exhibit 4c
129	11-025162.0000	0.182	Exhibit 4c
130	11-025161.0000	0.203	Exhibit 4c
131	11-025160.0000	0.205	Exhibit 4c
132	11-025159.0000	0.205	Exhibit 4c
133	11-025158.0000	0.205	Exhibit 4c
134	11-025157.0000	0.205	Exhibit 4c
135	11-025156.0000	0.207	Exhibit 4c



136	11-025155.0000	0.207	Exhibit 4c
137	11-025154.0000	0.207	Exhibit 4c
138	11-025153.0000	0.153	Exhibit 4c
139	11-025152.0000	0.457	Exhibit 4c
140	11-025151.0000	0.37	Exhibit 4c
141	11-025150.0000	0.611	Exhibit 4c
142	11-025149.0000	0.368	Exhibit 4c
143	11-025148.0000	0.329	Exhibit 4c
144	11-025131.0000	0.025	Exhibit 4c
145	11-025130.0000	0.097	Exhibit 4c
146	11-025129.0000	0.135	Exhibit 4c
147	11-025128.0000	0.185	Exhibit 4c
148	11-025127.0000	0.274	Exhibit 4c
149	11-025126.0000	0.277	Exhibit 4c
150	11-025125.0000	0.232	Exhibit 4c
151	11-025124.0000	0.406	Exhibit 4c
152	11-025123.0000	0.383	Exhibit 4c
153	11-025122.0000	0.384	Exhibit 4c
154	11-025121.0000	0.442	Exhibit 4c
155	11-025120.0000	0.489	Exhibit 4c
156	11-025319.0000	0.61	Exhibit 4c
157	11-025102.0000	0.017	Exhibit 4c
158	11-025101.0000	0.087	Exhibit 4c
159	11-025100.0000	0.128	Exhibit 4c
160	11-025099.0000	0.311	Exhibit 4c
161	11-025098.0000	0.359	Exhibit 4c
162	11-025097.0000	0.359	Exhibit 4c
163	11-025096.0000	0.41	Exhibit 4c
164	11-025095.0000	0.419	Exhibit 4c
165	11-025318.0000	0.275	Exhibit 4c
166	11-025066.0000	0.007	Exhibit 4c
167	11-025065.0000	0.068	Exhibit 4c
168	11-025064.0000	0.111	Exhibit 4c
169	11-025063.0000	0.167	Exhibit 4c
170	11-025062.0000	0.199	Exhibit 4c
171	11-025061.0000	0.221	Exhibit 4c
172	11-025060.0000	0.264	Exhibit 4c
173	11-025317.0000	0.081	Exhibit 4c
174	11-018008.0000	2.411	Exhibit 4c
175	11-018029.0000	2.16	Exhibit 4c
176	11-025321.1000	3.773	Exhibit 4c
177	11-025147.0000	0.392	Exhibit 4c
178	11-025173.0000	0.378	Exhibit 4c
179	11-018008.0000	1.989	Exhibit 4c
180	11-025195.2000	0.009	Exhibit 4c
181	11-025195.1000	0.33	Exhibit 4c
182	11-025172.0000	0.458	Exhibit 4c

183	11-025146.0000	0.602	Exhibit 4c
184	11-025195.0000	0.127	Exhibit 4c
185	11-025145.0000	0.548	Exhibit 4c
186	11-025171.0000	0.412	Exhibit 4c
187	11-025272.1000	0.258	Exhibit 4d
188	11-025272.0000	0.549	Exhibit 4d
189	11-025281.0000	0.039	Exhibit 4d
190	11-025273.0000	0.839	Exhibit 4d
191	11-025320.1000	0.496	Exhibit 4d
192	11-025320.0000	0.316	Exhibit 4d
193	11-025321.1000	0.016	Exhibit 4d
194	11-025321.0000	0.758	Exhibit 4d
195	11-025325.0000	7.422	Exhibit 4d
196	11-025322.0000	2.844	Exhibit 4d
197	11-025359.0000	0.049	Exhibit 4d
198	11-025322.1000	0.906	Exhibit 4d
199	11-025327.0000	0.792	Exhibit 4d
200	11-025324.0000	0.351	Exhibit 4d
201	11-025325.0000	1.614	Exhibit 4d
202	11-025326.0000	0.646	Exhibit 4d
203	11-025328.0000	0.033	Exhibit 4d
204	11-025340.0000	1.474	Exhibit 4d
205	11-025334.0000	0.058	Exhibit 4d
206	11-025333.0000	0.157	Exhibit 4d
207	11-025341.1000	0.309	Exhibit 4d
208	11-025341.0000	2.382	Exhibit 4d
209	11-025341.2000	2.051	Exhibit 4d
210	11-025339.0000	1.38	Exhibit 4d
211	11-025337.0000	1.157	Exhibit 4d
212	11-025336.0000	0.039	Exhibit 4d
213	11-025342.0000	0.17	Exhibit 4d
214	11-025346.0000	5.899	Exhibit 4d
215	11-025344.0000	2.985	Exhibit 4d
216	11-017024.0000	0.311	Exhibit 4d
217	11-017025.0000	23.611	Exhibit 4d
218	11-017028.0000	5.714	Exhibit 4d
219	11-017001.0000	9.638	Exhibit 4d
220	11-025192.0000	0.007	Exhibit 4c

### Exhibit: 5 Engineering Calculations

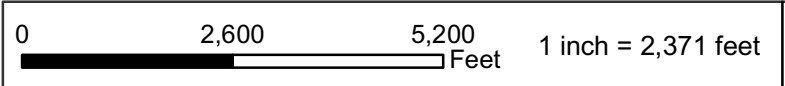
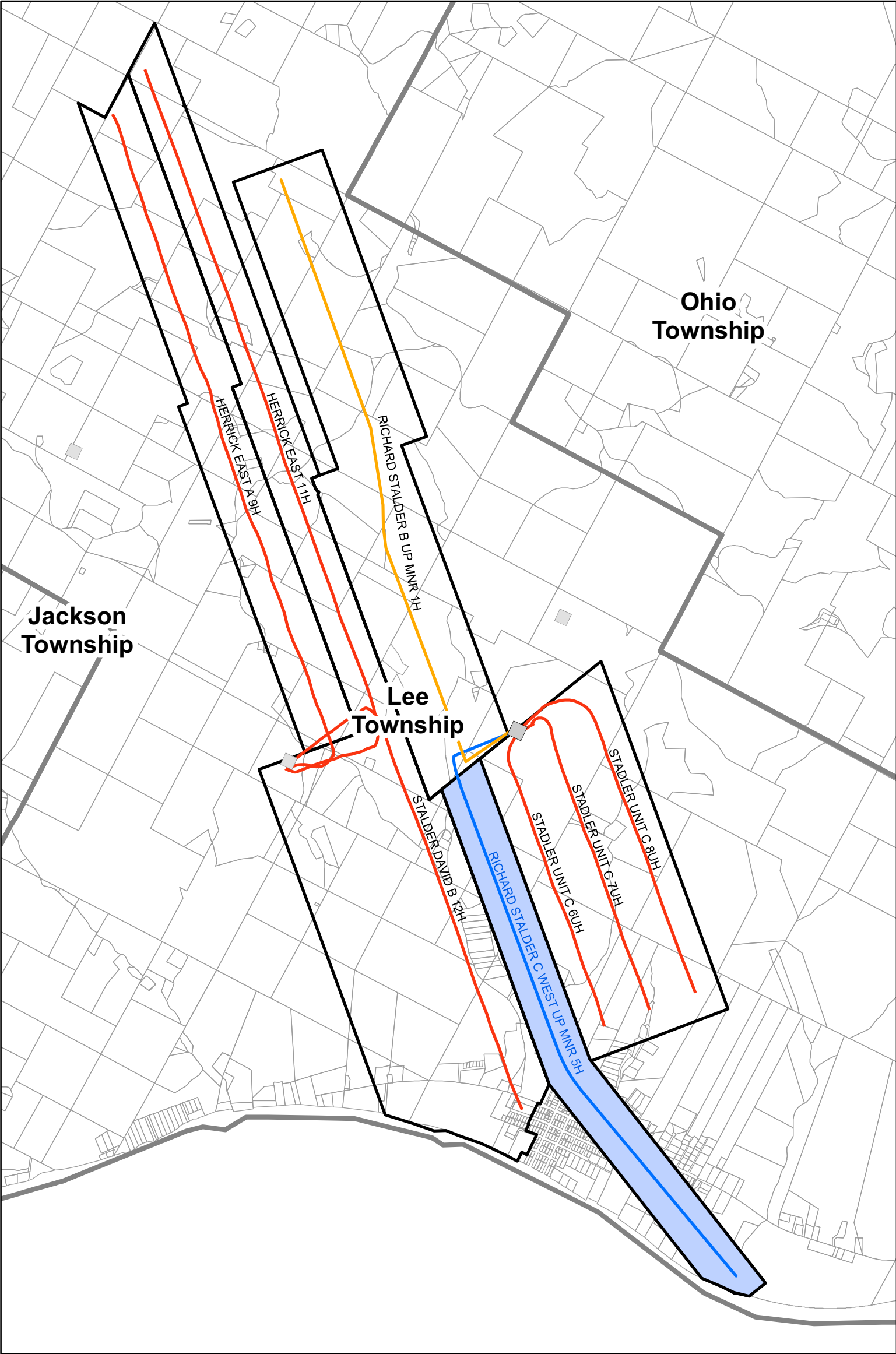
Unitized: Richard Stalder C West UP MNR 5H									
Well Name	Lateral Length <i>ft</i>	Gross Oil <i>MBbl</i>	Gross NGL <i>MBbl</i>	Gross Gas <i>Bcf</i>	Gross Equivalent <i>Bcfe</i>	Gross Investment Costs <i>M\$</i>	Undiscounted Cash Flow <i>M\$</i>	10% Discounted Value <i>M\$</i>	Initial 5 Year Operating Costs <i>M\$</i>
Richard Stalder C West UP MNR 5H	12,382	0	0	17.4	17.4	\$11,592	\$16,779	\$8,044	\$3,949
<b>Unitized Total</b>	12,382	0	0	17.4	17.4	\$11,592	\$16,779	\$8,044	\$3,949

Non-Unitized: Richard Stalder C West UP MNR 5H									
Well Name	Lateral Length <i>ft</i>	Gross Oil <i>MBbl</i>	Gross NGL <i>MBbl</i>	Gross Gas <i>Bcf</i>	Gross Equivalent <i>Bcfe</i>	Gross Investment Costs <i>M\$</i>	Undiscounted Cash Flow <i>M\$</i>	10% Discounted Value <i>M\$</i>	Initial 5 Year Operating Costs <i>M\$</i>
Richard Stalder C West UP MNR 5H	6,565	0	0	9.0	9.0	\$8,585	\$5,434	\$1,545	\$2,381
<b>Non-Unitized Total</b>	6,565	0	0	9.0	9.0	\$8,585	\$5,434	\$1,545	\$2,381

Difference									
Well Name	Lateral Length <i>ft</i>	Gross Oil <i>MBbl</i>	Gross NGL <i>MBbl</i>	Gross Gas <i>Bcf</i>	Gross Equivalent <i>Bcfe</i>	Gross Investment Costs <i>M\$</i>	Undiscounted Cash Flow <i>M\$</i>	10% Discounted Value <i>M\$</i>	Initial 5 Year Operating Costs <i>M\$</i>
Richard Stalder C West UP MNR 5H	5,817	0	0	8.4	8.4	\$3,007	\$11,345	\$6,499	\$1,568
<b>Non-Unitized Total</b>	5,817	0	0	8.4	8.4	\$3,007	\$11,345	\$6,499	\$1,568

Reference Prices						
November 2021 Strip - As of 11/15/2021						
Product	2022	2023	2024	2025	2026	Thereafter
Gas, \$/MMBtu	\$4.29	\$3.56	\$3.22	\$3.06	\$3.06	\$3.06

\*Calculations based on 100% Working Interest and 82% Net Revenue Interest

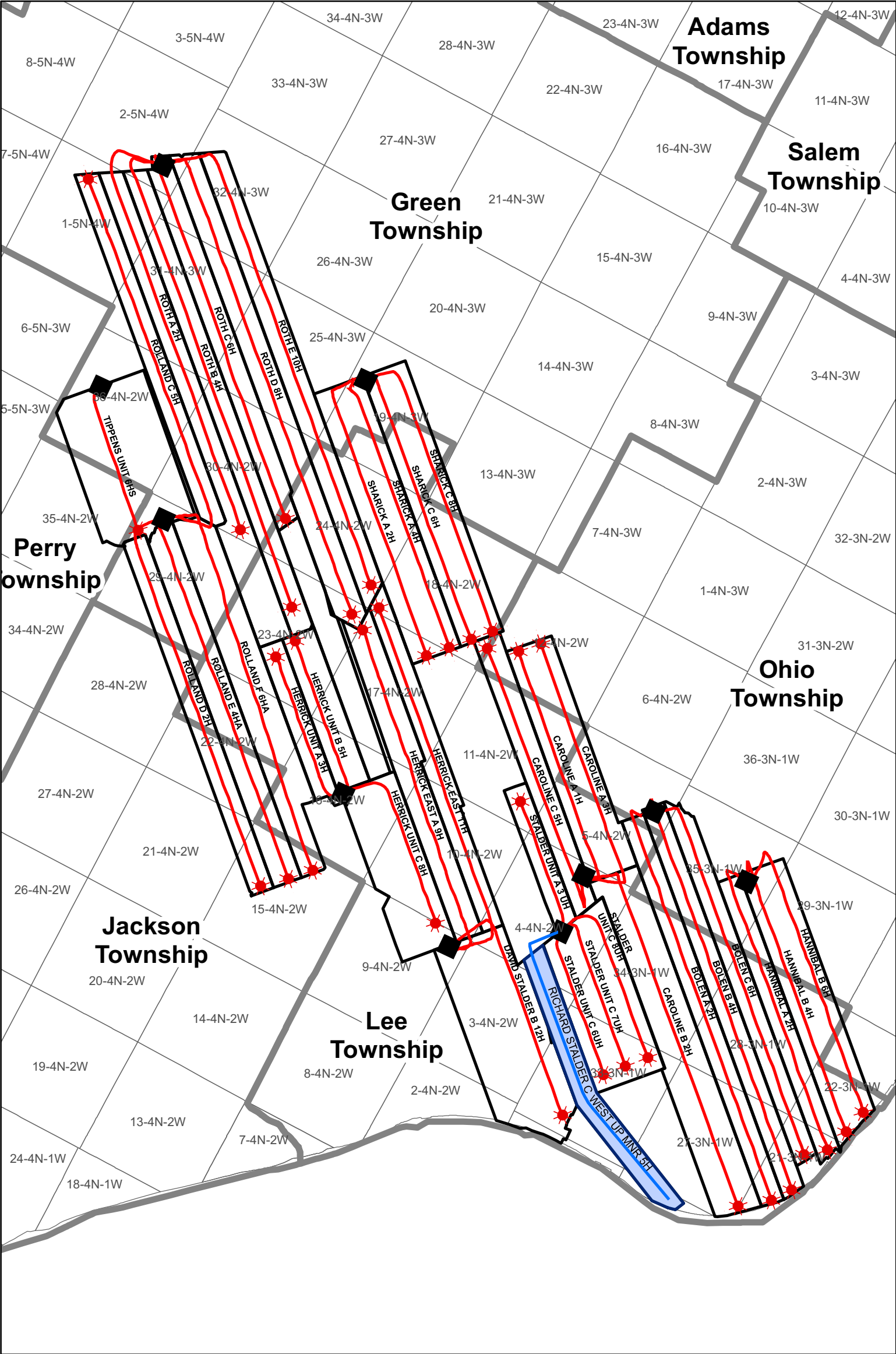


Subject Wellbore	Planned	Townships
Planned Unit Boundary	Producing	Tax Parcels

**EXHIBIT 6**  
**Richard Stalder C West Unit**

Unit Size: 286.513 Acres

Lee Township, Monroe County



05,00010,000

Feet

1 inch = 4,816 feet

SURFACE LOCATIONS

PRODUCING UNIT

PRODUCING LATERAL

PLANNED WELLBORE

PLANNED UNIT

SECTIONS

TOWNSHIPS

N

EXHIBIT 7

Reserve Calculations

Richard Stalder C West

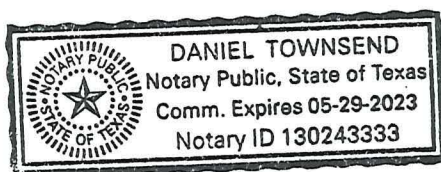
Lee Township, Monroe County

Date: 11/30/2021

EXHIBIT #7				
Reserve Calculation Well List				
Richard Stalder C West Unit				
Well Name	API Number	First Production Date	Lateral Length	Distance from Unit (miles)
BOLEN A 2H	34111248390000	4/30/2019	17,326	0.90
BOLEN B 4H	34111248400000	4/30/2019	17,354	1.09
BOLEN C 6H	34111248410000	4/29/2019	15,251	1.10
CAROLINE A 1H	34111249110000	11/27/2020	9,775	0.33
CAROLINE A 3H	34111249100000	11/28/2020	10,189	0.33
CAROLINE B 2H	34111248630000	11/27/2020	14,745	0.34
CAROLINE C 5H	34111248640000	11/27/2020	11,448	0.16
DAVID STALDER B 12H	34111247250000	12/24/2017	8,333	0.08
HANNIBAL A 2H	34111248200000	10/22/2018	12,244	1.47
HANNIBAL B 4H	34111248210000	10/22/2018	11,758	1.61
HANNIBAL B 6H	34111248220000	10/29/2018	11,262	1.62
HERRICK UNIT A 3H	34111244010100	6/14/2014	5,761	0.96
HERRICK UNIT B 5H	34111244030000	6/16/2014	6,358	0.91
HERRICK UNIT C 8H	34111244040000	6/21/2014	6,232	0.50
HERRICK EAST 11H	34111247270000	12/15/2017	14,471	0.08
HERRICK EAST A 9H	34111247040000	12/24/2017	13,649	0.28
ROLLAND C 5H	34111247660000	6/11/2018	15,258	2.04
ROLLAND D 2H	34111248320000	2/17/2019	15,531	1.75
ROLLAND E 4HA	34111248380000	2/17/2019	15,760	1.51
ROLLAND F 6HA	34111248370000	2/23/2019	15,506	1.31
ROTH A 2H	34111247910000	5/15/2019	16,237	1.80
ROTH B 4H	34111248110000	5/8/2019	19,739	1.13
ROTH C 6H	34111248140000	5/15/2019	15,945	1.58
ROTH D 8H	34111248120000	5/8/2019	20,412	0.66
ROTH E 10H	34111248130000	5/8/2019	19,428	0.72
SHARICK A 2H	34111249130000	8/16/2020	11,560	0.01
SHARICK A 4H	34111249140000	8/16/2020	11,423	0.01
SHARICK C 6H	34111249150000	8/17/2020	11,482	0.06
SHARICK C 8H	34111249160000	8/17/2020	11,547	0.25
STALDER UNIT A 3 UH	34111243850100	2/8/2014	5,020	0.03
STALDER UNIT C 6UH	34111243860000	2/23/2015	5,744	0.02
STALDER UNIT C 7UH	34111243890000	2/17/2015	6,053	0.04
STALDER UNIT C 8UH	34111243880000	2/12/2015	6,228	0.05
TIPPENS UNIT 6HS	34111243610100	1/1/2014	5,850	2.53



In re the Matter of the Application of SWN :  
 Production (Ohio), LLC for Unit Operation :  
 :  
Richard Stalder C West Unit :



Affidavit of Leasing and Commitment Efforts Richard Stalder C West Unit				
Tract	Owner	Parcel	Land Use	Address
75	Marie E. Litman	11-025226.0000	Residential	P.O. Box 99 Sardis, OH 43946
Date	Comment			
2/23/2021	Phillip Fleming, a representative of Applicant, located contact information for Marie E. Litman.			
3/11/2021	Phillip Fleming visited the home of Marie E. Litman in an attempt to discuss a lease, lease bonus and royalty offer. No one was home so Phillip left his contact information.			
4/20/2021	Phillip Fleming visited the home of Marie E. Litman in an attempt to discuss a lease, lease bonus and royalty offer. No one was home so Phillip left his contact information.			
4/21/2021	Phillip Fleming visited the home of Marie E. Litman in an attempt to discuss a lease, lease bonus and royalty offer. No one was home so Phillip left his contact information.			
5/4/2021	Phillip Fleming called Marie E. Litman to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Marie so he left a voicemail.			
5/24/2021	Phillip Fleming visited the home of Marie E. Litman in an attempt to discuss a lease, lease bonus and royalty offer. No one was home so Phillip left his contact information.			
6/7/2021	Phillip Fleming called Marie E. Litman to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Marie so he left a voicemail.			
6/21/2021	Phillip Fleming called Marie E. Litman to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Marie so he left a voicemail.			
7/12/2021	Phillip Fleming visited the home of Marie E. Litman in an attempt to discuss a lease, lease bonus and royalty offer. No one was home so Phillip left his contact information.			
8/13/2021	Phillip Fleming called Marie E. Litman to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Marie so he left a voicemail.			
8/23/2021	Phillip Fleming called Marie E. Litman to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Marie so he left a voicemail.			
9/7/2021	Phillip Fleming visited the home of Marie E. Litman in an attempt to discuss a lease, lease bonus and royalty offer. No one was home so Phillip left his contact information and a note detailing the reason for his visit.			
9/15/2021	Phillip Fleming called Marie E. Litman to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Marie so he left a voicemail.			
10/4/2021	Kevin Songer, a representative of Applicant, called Marie E. Litman and offered a lease, including a lease bonus and royalty offer. Marie told Kevin that she was not interested in reviewing a lease at this time.			
10/25/2021	Kevin Songer called Marie E. Litman to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Marie, so he left a voicemail asking if she would reconsider and take a look at the lease.			
11/10/2021	Kevin Songer called Marie E. Litman to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Marie, so he left a voicemail asking if she would reconsider and take a look at the lease.			
Tract	Owner	Parcel	Land Use	Address
91	Andrea K. Decker, f/k/a Andrea K. Blake	11-025216.0000	Residential	37304 Wood Street Sardis, OH 43946
Date	Comment			
2/27/2021	Mark Leeds, a representative of Applicant, located contact information for Andrea K. Decker, f/k/a Andrea K. Blake.			
3/5/2021	Mark Leeds called and offered a lease, including a lease bonus and royalty offer to Andrea K. Decker, f/k/a Andrea K. Blake. Mrs. Decker agreed to the terms of the lease and asked Mark to meet her and her husband within a week to sign the lease.			
3/12/2021	Mark Leeds called Andrea K. Decker, f/k/a Andrea K. Blake in an attempt to set a meeting to sign the lease. Mark was unable to reach Andrea so he left a detailed voicemail.			



4/12/2021	Mark Leeds called Andrea K. Decker, f/k/a Andrea K. Blake in an attempt to set a meeting to sign the lease. Mark was unable to reach Andrea so he left a detailed voicemail.			
5/13/2021	Mark Leeds called Andrea K. Decker, f/k/a Andrea K. Blake in an attempt to set a meeting to sign the lease. Mark was unable to reach Andrea so he left a detailed voicemail.			
6/1/2021	Mark Leeds called Andrea K. Decker, f/k/a Andrea K. Blake in an attempt to set a meeting to sign the lease. Mark was unable to reach Andrea so he left a detailed voicemail.			
6/24/2021	Mark Leeds visited the home of Andrea K. Decker, f/k/a Andrea K. Blake in an attempt to discuss the lease, lease bonus and royalty offer. No one was home, so Mark left a note for Andrea.			
7/19/2021	Mark Leeds called Andrea K. Decker, f/k/a Andrea K. Blake in an attempt to set a meeting to sign the lease. Mark was unable to reach Andrea so he left a detailed voicemail.			
7/26/2021	Mark Leeds called and spoke with Andrea K. Decker, f/k/a Andrea K. Blake regarding the lease, lease bonus and royalty offer. Andrea told Mark that her husband is not willing to proceed with the lease agreement and that she would call Mark if things changed.			
8/16/2021	Mark Leeds called Andrea K. Decker, f/k/a Andrea K. Blake in an attempt to set a meeting to sign the lease. Mark was unable to reach Andrea so he left a detailed voicemail.			
9/7/2021	Mark Leeds called Andrea K. Decker, f/k/a Andrea K. Blake in an attempt to set a meeting to sign the lease. Mark was unable to reach Andrea so he left a detailed voicemail.			
10/4/2021	Mark Leeds called Andrea K. Decker, f/k/a Andrea K. Blake in an attempt to set a meeting to sign the lease. Mark was unable to reach Andrea so he left a detailed voicemail.			
10/25/2021	Mark Leeds called Andrea K. Decker, f/k/a Andrea K. Blake in an attempt to set a meeting to sign the lease. Mark was unable to reach Andrea so he left a detailed voicemail.			
11/10/2021	Mark Leeds called Andrea K. Decker, f/k/a Andrea K. Blake in an attempt to set a meeting to sign the lease. Mark was unable to reach Andrea so he left a detailed voicemail.			
Tract	Owner	Parcel	Land Use	Address
91	Unknown Heirs or Assigns of George Martin, deceased	11-025216.0000	Residential	Unknown
Date	Comment			
6/1/2021 - Current	Zach Buck, a representative of Applicant, is working to locate the unknown heirs of George Martin. No heirs or contact information has been located.			
Tract	Owner	Parcel	Land Use	Address
111	Jennifer Gibson	11-025186.0000	Residential	37254 6th Avenue
112		11-025185.0000	Residential	Sardis, OH 43946
113		11-025184.0000	Residential	
Date	Comment			
2/25/2021	Kevin Songer located contact information for Jennifer Gibson.			
2/26/2021	Kevin Songer called Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
3/3/2021	Kevin Songer called Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
3/9/2021	Kevin Songer called Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so Kevin left a detailed voicemail.			
3/12/2021	Kevin Songer visited the home of Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.			
3/16/2021	Kevin Songer called Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so Kevin left a detailed voicemail.			
3/18/2021	Kevin Songer visited the home of Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note.			
4/1/2021	Kevin Songer visited the home of Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note.			
4/9/2021	Kevin Songer visited the home of Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note.			
4/16/2021	Kevin Songer visited the home of Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note.			
5/1/2021	Kevin Songer called Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so Kevin left a detailed voicemail.			

5/15/2021	Kevin Songer visited the home of Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note.			
6/3/2021	Kevin Songer called Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so Kevin left a detailed voicemail.			
6/15/2021	Kevin Songer visited the home of Jennifer Gibson in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note.			
7/1/2021	Kevin Songer called and spoke with Jennifer Gibson and made a lease offer, including a lease bonus and royalty offer. Jennifer informed Kevin she was not interested in reviewing or signing a lease.			
Tract	Owner	Parcel	Land Use	Address
114	Kenneth B. Degarmo	11-025183.1000	Residential	37266 6th Avenue
115		11-025183.0000	Residential	Sardis, OH 43946
Date	Comment			
2/25/2021	Kevin Songer located contact information for Kenneth Degarmo.			
2/26/2021	Kevin Songer called Kenneth B. Degarmo in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Kenneth so he left a detailed message explaining the reason for his call.			
3/2/2021	Kevin Songer called Kenneth B. Degarmo in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Kenneth so he left a detailed message explaining the reason for his call.			
3/3/2021	Kevin Songer visited the home of Kenneth B. Degarmo to discuss the lease, lease bonus and royalty offer. No one was home so Kevin left his contact information.			
3/8/2021	Kevin Songer called Kenneth B. Degarmo in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Kenneth so he left a detailed message explaining the reason for his call.			
3/11/2021	Kevin Songer visited the home of Kenneth B. Degarmo to discuss the lease, lease bonus and royalty offer. No one was home so Kevin left his contact information.			
3/16/2021	Kevin Songer called Kenneth B. Degarmo in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Kenneth so he left a detailed message explaining the reason for his call.			
3/18/2021	Kevin Songer visited the home of Kenneth B. Degarmo to discuss the lease, lease bonus and royalty offer. No one was home so Kevin left his contact information.			
3/26/2021	Kevin Songer visited the home of Kenneth B. Degarmo to discuss the lease, lease bonus and royalty offer. No one was home so Kevin left his contact information.			
4/17/2021	Kevin Songer visited the home of Kenneth B. Degarmo to discuss the lease, lease bonus and royalty offer. No one was home so Kevin left his contact information.			
5/4/2021	Kevin Songer called Kenneth B. Degarmo in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Kenneth so he left a detailed message explaining the reason for his call.			
5/25/2021	Kevin Songer visited the home of Kenneth B. Degarmo to discuss the lease, lease bonus and royalty offer. No one was home so Kevin left his contact information.			
6/17/2021	Kevin Songer visited the home of Kenneth B. Degarmo to discuss the lease, lease bonus and royalty offer. No one was home so Kevin left his contact information.			
7/1/2021	Kevin Songer called Kenneth B. Degarmo in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Kenneth so he left a detailed message explaining the reason for his call.			
7/22/2021	Kevin Songer visited the home of Kenneth B. Degarmo to discuss the lease, lease bonus and royalty offer. No one was home so Kevin left his contact information.			
8/6/2021	Kevin Songer called Kenneth B. Degarmo in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Kenneth so he left a detailed message explaining the reason for his call.			

8/18/2021	Kevin Songer called and spoke with Kenneth B. Degarmo. Kevin made Kenneth an offer to lease, including a lease bonus and royalty offer. Kenneth told Kevin he was not interested in the lease offer.			
9/27/2021	Kevin Songer called Kenneth B. Degarmo in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Kenneth so he left a detailed message asking if Kenneth had reconsidered.			
10/18/2021	Kevin Songer called Kenneth B. Degarmo in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Kenneth so he left a detailed message explaining the reason for his call.			
11/10/2021	Kevin Songer called Kenneth B. Degarmo in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Kenneth so he left a detailed message explaining the reason for his call.			
Tract	Owner	Parcel	Land Use	Address
116	Margaret Roseanne Highley	11-025182.0000	Residential	37268 6th Avenue
117		11-025181.0000	Residential	Sardis, OH 43946
Date	Comment			
2/25/2021	Kevin Songer located contact information for Margaret Highley.			
2/27/2021	Kevin Songer called Margaret Highley in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Margaret so he left a detailed voicemail explaining the reason for his call.			
3/4/2021	Kevin Songer visited the home of Margaret Highley. Kevin made an offer to lease including a lease bonus and royalty offer. Margaret requested a copy of the lease for review.			
3/12/2021	Kevin Songer mailed a lease packet, including a lease, lease bonus and royalty offer to Margaret Highley. Margaret asked Kevin to mail the lease due to covid-19.			
3/16/2021	Kevin Songer called Margaret Highley in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Margaret so he left a detailed voicemail explaining the reason for his call.			
3/18/2021	Kevin Songer called Margaret Highley in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Margaret so he left a detailed voicemail explaining the reason for his call.			
4/2/2021	Kevin Songer called and spoke to Margaret Highley and asked to set up a time to meet and review the lease. Margaret told Kevin she needed some time to figure out when she could meet. Margaret told Kevin that she would follow up with him.			
4/10/2021	Kevin Songer called Margaret Highley in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Margaret so he left a detailed voicemail explaining the reason for his call.			
4/17/2021	Kevin Songer called Margaret Highley in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Margaret so he left a detailed voicemail explaining the reason for his call.			
4/29/2021	Margaret Highley's oil and gas consultant called Kevin Songer. The consultant, Joshua May, who is an oil and gas consultant at Gold, Khourey & Turak, asked for Kevin's contact information so he could forward the proposed lease revisions to Kevin for review.			
5/4/2021	Kevin Songer called and spoke to Margaret Highley's consultant to discuss his proposed changes to the lease and offer. Kevin explained to the consultant that management would need to approve the proposed changes.			

6/4/2021	Kevin Songer called and spoke to Margaret Highley's consultant to discuss his proposed changes to the lease and offer. Kevin told the consultant that he would send what was approved and what was not. Kevin emailed Margaret Highley's consultant with that information.			
6/29/2021	Kevin Songer called Margaret Highley's consultant in an attempt to discuss the lease, lease bonus and royalty offer. Kevin left a voicemail asking for feedback on the revisions detailed in his email.			
7/21/2021	Kevin Songer called Margaret Highley's consultant in an attempt to discuss the lease, lease bonus and royalty offer. Kevin left a voicemail asking for feedback on the revisions detailed in his email.			
8/6/2021	Kevin Songer called Margaret Highley's consultant in an attempt to discuss the lease, lease bonus and royalty offer. Kevin left a voicemail asking for feedback on the revisions detailed in his email.			
8/27/2021	Kevin Songer called Margaret Highley's consultant in an attempt to discuss the lease, lease bonus and royalty offer. Kevin left a voicemail asking for feedback on the revisions detailed in his email.			
10/11/2021	Kevin Songer called and spoke with Margaret Highley regarding the lease, lease bonus and royalty offer. Margaret agreed to reach out to her consultant to determine the status of his review.			
10/25/2021	Kevin Songer called Margaret Highley in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Margaret so he left a detailed voicemail explaining the reason for his call.			
Tract	Owner	Parcel	Land Use	Address
136	Deane E. Schultheis	11-025155.0000	Residential	42339 State Route 7 Clarington, OH 43915
Date	Comment			
9/13/2021	Kevin Songer is researching possible contact information for Deane E. Schultheis.			
9/20/2021	Kevin Songer sent a lease packet, including a lease, lease bonus and royalty offer to the address for Deane E. Schultheis.			
10/4/2021	Kevin Songer called Deane E. Schultheis to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Deane so he left a detailed voicemail.			
10/11/2021	Kevin Songer called Deane E. Schultheis to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Deane so he left a detailed voicemail.			
10/29/2021	Kevin Songer visited the home of Deane E. Schultheis to discuss the lease, lease bonus and royalty offer. Deane was not home, so Kevin left his contact information and a note.			
11/16/2021	Kevin Songer visited the home of Deane E. Schultheis to discuss the lease, lease bonus and royalty offer. Deane was not home, so Kevin left his contact information and a note.			
11/22/2021	Kevin Songer visited the home of Deane E. Schultheis. Deane answered the door and Kevin was able to make an offer to lease, including a lease bonus and royalty offer. Deane agreed to review a lease and both agreed to meet the following week.			
11/23/2021	Kevin Songer prepared a lease for Deane Schultheis in preparation for a meeting with Deane the following week.			
11/30/2021	Kevin Songer met with and delivered a lease, lease bonus and royalty offer to Deane E. Schultheis. Deane asked Kevin for some time to review the lease. Deane told Kevin to give him a call the second week of December to discuss this matter further.			
Tract	Owner	Parcel	Land Use	Address

137 138	Marcia Cochran	11-025154.0000 11-025153.0000	Residential Residential	7711 Kennesaw Dr West Chester, OH 45069
Date	Comment			
8/13/2021	Following receipt of a title opinion, Kevin Songer is researching possible contact information for Marcia Cochran.			
8/17/2021	Kevin Songer sent a lease packet, including a lease, lease bonus and royalty offer to the address of Marcia Cochran.			
8/25/2021	Kevin Songer called Marcia Cochran regarding a lease, lease bonus and royalty offer. Kevin was unable to reach Marcia, so he left a voicemail.			
9/13/2021	Kevin Songer called Marcia Cochran regarding a lease, lease bonus and royalty offer. Kevin was unable to reach Marcia, so he left a voicemail.			
9/27/2021	Kevin Songer called Marcia Cochran regarding a lease, lease bonus and royalty offer. Kevin was unable to reach Marcia, so he left a voicemail.			
10/16/2021	Kevin Songer visited the home of Marcia Cochran to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note for Marcia Cochran.			
10/25/2021	Kevin Songer visited the home of Marcia Cochran to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note for Marcia Cochran.			
11/10/2021	Kevin Songer called Marcia Cochran regarding a lease, lease bonus and royalty offer. Kevin was unable to reach Marcia, so he left a voicemail.			
Tract	Owner	Parcel	Land Use	Address
137 138	F. Mark Dierkes	11-025154.0000 11-025153.0000	Residential Residential	243 Belt St Powhatan Point, OH 43942
Date	Comment			
8/13/2021	Following receipt of a title opinion, Kevin Songer is researching possible contact information for F. Mark Dierkes.			
8/17/2021	Kevin Songer sent a lease packet, including a lease, lease bonus and royalty offer to the address of F. Mark Dierkes.			
8/25/2021	Kevin Songer called F. Mark Dierkes regarding a lease, lease bonus and royalty offer. Kevin was unable to reach F. Mark Dierkes, so he left a voicemail.			
9/13/2021	Kevin Songer called F. Mark Dierkes regarding a lease, lease bonus and royalty offer. Kevin was unable to reach F. Mark Dierkes, so he left a voicemail.			
9/27/2021	Kevin Songer called F. Mark Dierkes regarding a lease, lease bonus and royalty offer. Kevin was unable to reach F. Mark Dierkes, so he left a voicemail.			
10/16/2021	Kevin Songer visited the home of F. Mark Dierkes to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note for F. Mark Dierkes.			
10/25/2021	Kevin Songer visited the home of F. Mark Dierkes to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note for F. Mark Dierkes.			
11/10/2021	Kevin Songer called F. Mark Dierkes regarding a lease, lease bonus and royalty offer. Kevin was unable to reach F. Mark Dierkes, so he left a voicemail.			
Tract	Owner	Parcel	Land Use	Address
143	Jeffrey M. Monforton, Successor Bishop and Trustee for the Roman Catholic Diocese of Steubenville	11-025148.0000	Residential	37325 State Route 7 Sardis, OH 43946

Date	Comment			
2/24/2021	Phillip Fleming called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Jeffrey so he left a detailed voicemail explaining the reason for his call.			
2/25/2021	Phillip Fleming called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Jeffrey so he left a detailed voicemail explaining the reason for his call.			
3/4/2021	Phillip Fleming visited the address of Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. No one was at the address so Phillip left his contact information.			
3/5/2021	Phillip Fleming called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Jeffrey so he left a detailed voicemail explaining the reason for his call.			
3/31/2021	Phillip Fleming mailed a lease, lease bonus and royalty offer to the address listed for Jeffrey M. Monforton.			
4/17/2021	Phillip Fleming called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Jeffrey so he left a detailed voicemail explaining the reason for his call.			
5/5/2021	Phillip Fleming visited the address for Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. No one was at the address so Phillip left his contact information.			
6/1/2021	Phillip Fleming called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Jeffrey so he left a detailed voicemail explaining the reason for his call.			
6/22/2021	Phillip Fleming called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Jeffrey so he left a detailed voicemail explaining the reason for his call.			
7/6/2021	Phillip Fleming called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Jeffrey so he left a detailed voicemail explaining the reason for his call.			
7/21/2021	Phillip Fleming visited the address of Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. No one was at the address so Phillip left his contact information.			
8/7/2021	Phillip Fleming called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Jeffrey so he left a detailed voicemail explaining the reason for his call.			
8/21/2021	Phillip Fleming visited the address of Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. No one was at the address so Phillip left his contact information.			
9/3/2021	Phillip Fleming called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Jeffrey so he left a detailed voicemail explaining the reason for his call.			
9/27/2021	Kevin Songer called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was not able to speak with Jeffrey so he left a voicemail.			
10/13/2021	Kevin Songer called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was not able to speak with Jeffrey so he left a voicemail.			
10/27/2021	Kevin Songer called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was not able to speak with Jeffrey so he left a voicemail.			
11/12/2021	Kevin Songer called Jeffrey M. Monforton in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was not able to speak with Jeffrey so he left a voicemail.			
Tract	Owner	Parcel	Land Use	Address

144	Helen Lucille Wyckoff	11-025131.0000	Residential	37262 Fifth Avenue Sardis, OH 43946
Date	Comment			
2/24/2021	Amy Wigner, representative of Applicant, called Helen Wyckoff to discuss a lease, lease bonus and royalty offer. Amy was unable to reach Helen so she left a detailed message explaining the reason for her call.			
2/26/2021	Amy Wigner visited the home of Helen Wyckoff in an attempt to discuss a lease, lease bonus and royalty offer. No one answered the door, so Amy left her contact information.			
3/11/2021	Amy Wigner called Helen Wyckoff. Amy made an offer to lease including a lease bonus and royalty offer. Helen told Amy she is not interested and that her husband passed in December of 2020.			
4/29/2021	Amy Wigner visited the home of Helen Wyckoff and spoke with her regarding lease with bonus and royalty offer. Helen told Amy she is not interested in signing.			
5/20/2021	Amy Wigner visited the home of Helen Wyckoff and spoke with her regarding lease with bonus and royalty offer. Helen told Amy she is not interested in signing.			
7/30/2021	Kevin Songer called and left a voicemail for Helen Wyckoff regarding the lease, lease bonus and royalty offer.			
8/23/2021	Kevin Songer called and left a voicemail for Helen Wyckoff regarding the lease, lease bonus and royalty offer.			
9/30/2021	Kevin Songer called and left a voicemail for Helen Wyckoff regarding the lease, lease bonus and royalty offer in an attempt to determine if Helen had changed her mind.			
10/6/2021	Kevin Songer called and left a voicemail for Helen Wyckoff regarding the lease, lease bonus and royalty offer.			
10/20/2021	Kevin Songer visited the home of Helen Wyckoff and left a card with his information.			
11/9/2021	Kevin Songer called and left a voicemail for Helen Wyckoff regarding the lease, lease bonus and royalty offer.			
Tract	Owner	Parcel	Land Use	Address
145	Dennis A. Miller Construction Co., Inc. Attn: Dennis A. Miller	11-025130.0000	Agricultural	37268 5th Avenue Sardis, OH 43946
146		11-025129.0000	Agricultural	
147		11-025128.0000	Agricultural	
148		11-025127.0000	Residential	
Date	Comment			
2/24/2021	Phillip Fleming spoke to a neighbor and received contact information for Dennis A. Miller, owner of Dennis A. Miller Construction Co., Inc.			
2/26/2021	Phillip Fleming called Dennis A. Miller in an attempt to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach Dennis so he left a detailed voicemail.			
3/4/2021	Phillip Fleming visited the home of Dennis Miller in an attempt to discuss a lease, lease bonus and royalty offer. No one was home so Phillip left his contact information.			
3/6/2021	Phillip Fleming called and spoke with Dennis A. Miller, owner of Dennis A. Miller Construction Co., Inc., and offered a lease, including a lease bonus and royalty offer. Dennis asked Phillip to send him a lease to review.			
3/9/2021	Phillip Fleming met with Dennis A. Miller, owner of Dennis A. Miller Construction Co., Inc., and presented a lease for review.			
4/14/2021	Phillip Fleming received a call from Dennis Miller's attorney, David Wigham. Phillip and David discussed the lease terms and addendum.			
4/23/2021	Phillip Fleming called Dennis Miller's attorney, David Wigham, to notify him of the applicant's name change. Phillip was unable to reach Mr. Wigham so he left a detailed voicemail.			
5/4/2021	Phillip Fleming received a call from Dennis Miller's attorney, David Wigham. David told Phillip that Dennis A. Miller, owner of Dennis A. Miller Construction Co., Inc., has decided against proceeding with the lease agreement.			
Tract	Owner	Parcel	Land Use	Address

152 161	The Citizens National Bank of Woodsfield, Ohio Attn: T. Lance LaFollette	11-025123.0000 11-025098.0000	Agricultural Agricultural	37302 State Route 7 Sardis, OH 43946
Date	Comment			
2/27/2021	Mark Leeds located contact information for an agent at Citizen's National Bank in Sardis, OH (Sardis branch).			
3/5/2021	Mark Leeds called and spoke with corporate representative, Adam Archer, of Citizen's National Bank and they discussed the process of entering into an oil and gas lease. The representative attempted to put Mark in touch with the legal department. No one answered the phone, so Mark left a voicemail with his contact information and asked for a return call.			
3/21/2021	Mark Leeds called Citizen's National Bank to discuss a lease, lease bonus and royalty offer. Mark was unable to reach anyone so he left a detailed voicemail explaining the reason for his call.			
4/15/2021	Mark Leeds called Citizen's National Bank to discuss a lease, lease bonus and royalty offer. Mark was unable to reach anyone so he left a detailed voicemail explaining the reason for his call.			
5/1/2021	Mark Leeds called Citizen's National Bank to discuss a lease, lease bonus and royalty offer. Mark was unable to reach anyone so he left a detailed voicemail explaining the reason for his call.			
6/13/2021	Mark Leeds called Citizen's National Bank to discuss a lease, lease bonus and royalty offer. Mark was unable to reach anyone so he left a detailed voicemail explaining the reason for his call.			
7/1/2021	Mark Leeds called Citizen's National Bank to discuss a lease, lease bonus and royalty offer. Mark was unable to reach anyone so he left a detailed voicemail explaining the reason for his call.			
7/22/2021	Mark Leeds called Citizen's National Bank to discuss a lease, lease bonus and royalty offer. Mark was unable to reach anyone so he left a detailed voicemail explaining the reason for his call.			
8/2/2021	Mark Leeds called Citizen's National Bank to discuss a lease, lease bonus and royalty offer. Mark was unable to reach anyone so he left a detailed voicemail explaining the reason for his call.			
9/13/2021	Mark Leeds called Citizen's National Bank to discuss a lease, lease bonus and royalty offer. Mark was unable to reach anyone so he left a detailed voicemail explaining the reason for his call.			
9/20/2021	Mark Leeds called Citizen's National Bank to discuss a lease, lease bonus and royalty offer. Mark was unable to reach anyone so he left a detailed voicemail explaining the reason for his call.			
10/17/2021	Mark Leeds called Citizen's National Bank to discuss a lease, lease bonus and royalty offer. Mark was unable to reach anyone so he left a detailed voicemail explaining the reason for his call.			
11/14/2021	Mark Leeds called Citizen's National Bank to discuss a lease, lease bonus and royalty offer. Mark was unable to reach anyone so he left a detailed voicemail explaining the reason for his call.			
11/29/2021	Mark Leeds called corporate representative, Adam Archer. Adam told Mark to prepare a lease and send for the President, Lance LaFollette's review. Adam also told Mark that the lease, lease bonus and royalty offer would need to be reviewed by Citizens National Bank's legal department.			
Tract	Owner	Parcel	Land Use	Address



158	Stephen R. Potts, as survivorship tenant	11-025101.0000	Residential	37423 Fifth Avenue Sardis, OH 43946
Date	Comment			
2/25/2021	Kevin Songer located contact information for Stephen Potts.			
2/27/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
3/3/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.			
3/12/2021	Kevin Songer called and spoke to Stephen Potts. Kevin offered a lease including a lease bonus and royalty offer. Stephen told Kevin he would consider his offer. Kevin asked Stephen about his relationship with Abby L. Potts (joint tenant). Stephen explained to Kevin that Abby was his sister and that Stephen would handle the negotiations on behalf of Abby. Furthermore, Stephen told Kevin he would provide Abby with the details of the lease offer.			
3/13/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.			
3/17/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
3/19/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.			
3/27/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.			
4/1/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.			
4/28/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.			
5/26/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
6/13/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note.			
7/1/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
7/23/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note.			
8/6/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
8/27/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note.			
9/10/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
9/27/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information and a note.			
10/13/2021	Kevin Songer called and spoke to Stephen Potts and made an offer to lease, including a lease bonus and royalty offer. Stephen told Kevin that he would consider the offer and that he would call Kevin if he was interested in proceeding.			
10/25/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
11/10/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
11/22/2021	Kevin Songer visited the home of Stephen Potts. Stephen answered the door and Kevin was able to explain he had recently signed a lease with Stephen's relatives, Nelson and Donna Potts. Kevin explained the lease and made an offer to lease, including a lease bonus and royalty offer. Stephen agreed to meet Kevin at a later date to review the lease. Stephen told Kevin that Abby L. Potts (joint tenant) was his sister and provided her phone number and address and told him that it was "Ok" to give her a call.			
11/23/2021	Kevin Songer prepared a lease for Stephen Potts in preparation for a meeting with him the following week.			
11/30/2021	Kevin Songer met with and delivered a lease, lease bonus and royalty offer to Stephen Potts. Stephen told Kevin that he would review the lease and get back to Kevin when time permits.			
Tract	Owner	Parcel	Land Use	Address

158	Abby L. Potts, as survivorship tenant	11-025101.0000	Residential	610 Rebecca Street New Martinsville, WV 26155
Date	Comment			
2/25/2021	Kevin Songer located contact information for Stephen Potts (Abby L. Potts' brother and joint tenant).			
2/27/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
3/3/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.			
3/12/2021	Kevin Songer called and spoke to Stephen Potts. Kevin offered a lease including a lease bonus and royalty offer. Stephen told Kevin he would consider his offer. Kevin asked Stephen about his relationship with Abby L. Potts. Stephen explained to Kevin that Abby was his sister and that Stephen would handle the negotiations on behalf of Abby. Furthermore, Stephen told Kevin he would provide Abby with the details of the lease offer.			
3/13/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. No one was home, so Kevin left his contact information.			
3/17/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
3/19/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. No one was home, so Kevin left his contact information.			
3/27/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. No one was home, so Kevin left his contact information.			
4/1/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. No one was home, so Kevin left his contact information.			
4/28/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. No one was home, so Kevin left his contact information.			
5/26/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
6/13/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. No one was home, so Kevin left his contact information.			
7/1/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
7/23/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. No one was home, so Kevin left his contact information.			
8/6/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. Kevin was unable to reach Stephen, so he left a detailed voicemail.			

8/27/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. No one was home, so Kevin left his contact information.			
9/10/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
9/27/2021	Kevin Songer visited the home of Stephen Potts to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. No one was home, so Kevin left his contact information.			
10/13/2021	Kevin Songer called and spoke to Stephen Potts regarding the offer to lease the interests of Stephen Potts and Abby Potts, joint tenants with right of survivorship. Stephen told Kevin that he and Abby were still considering the offer and that he would call Kevin if they chose to proceed.			
10/25/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
11/10/2021	Kevin Songer called Stephen Potts in an attempt to discuss a lease, lease bonus and royalty offer for Stephen Potts and Abby Potts, joint tenants with right of survivorship. Kevin was unable to reach Stephen, so he left a detailed voicemail.			
11/22/2021	Kevin Songer visited the home of Stephen Potts. Stephen answered the door and Kevin was able to explain he had recently signed a lease with Stephen's relatives, Nelson and Donna Potts. Stephen agreed to meet Kevin at a later date to review the lease. Stephen told Kevin that Abby L. Potts was his sister and provided her phone number and address and told him that it was "Ok" to give her a call.			
11/23/2021	Kevin Songer called Abby L. Potts to discuss a lease, lease bonus, and royalty offer. Kevin was unable to speak with Abby but he left a detailed message explaining the reason for his call.			
Tract	Owner	Parcel	Land Use	Address
164	Dean Rufener and Emma Rufener, husband and wife, as survivorship tenants	11-025095.0000	Residential	47195 State Route 255 Sardis OH 43946
Date	Comment			
9/13/2021	Following receipt of a title opinion, Kevin Songer is researching possible contact information for Dean and Emma Rufener.			
9/20/2021	Kevin Songer sent a lease packet, including a lease, lease bonus and royalty offer to the address for Dean and Emma Rufener.			
10/4/2021	Kevin Songer called Dean and Emma Rufener to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach the Rufeners so he left a detailed voicemail.			
10/11/2021	Kevin Songer called Dean and Emma Rufener to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach the Rufeners so he left a detailed voicemail.			
10/29/2021	Kevin Songer visited the home of Dean and Emma Rufener to discuss the lease, lease bonus and royalty offer. The Rufeners were not home, so Kevin left his contact information and a note.			
11/16/2021	Kevin Songer visited the home of Dean and Emma Rufener to discuss the lease, lease bonus and royalty offer. The Rufeners were not home, so Kevin left his contact information and a note.			
Tract	Owner	Parcel	Land Use	Address
177	Willa L. Goddard, a widow	11-025147.0000	Residential	37241 Hickory Street Sardis, OH 43946

Date	Comment
2/25/2021	Kevin Songer located contact information for Willa Goddard.
2/26/2021	Kevin Songer called Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Willa so he left a detailed voicemail explaining the reason for his call.
3/3/2021	Kevin Songer called Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Willa so he left a detailed voicemail explaining the reason for his call.
3/5/2021	Kevin Songer visited the home of Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.
3/8/2021	Kevin Songer called Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Willa so he left a detailed voicemail explaining the reason for his call.
3/9/2021	Kevin Songer called Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Willa so he left a detailed voicemail explaining the reason for his call.
3/11/2021	Kevin Songer visited the home of Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.
3/12/2021	Kevin Songer visited the home of Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.
3/17/2021	Kevin Songer called Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. Kevin was unable to reach Willa so he left a detailed voicemail explaining the reason for his call.
3/19/2021	Kevin Songer visited the home of Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.
3/23/2021	Kevin Songer visited the home of Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. Kevin spoke with Willa Goddard and made an offer to lease including a lease bonus and royalty offer. Willa asked Kevin for time to review the offer and explained that her husband (and former joint tenant) passed away in August of 2020.
4/2/2021	Kevin Songer called Willa Goddard to discuss the lease, lease bonus and royalty offer. Willa told Kevin that she was ready to proceed with the lease signing. Kevin asked Willa when would be convenient for her to meet. Willa told Kevin that she would have to call him back with a date to meet.
4/9/2021	Kevin Songer visited the home of Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left a note.
4/15/2021	Kevin Songer visited the home of Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left a note.
5/3/2021	Kevin Songer visited the home of Willa Goddard in an attempt to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left a note.
5/12/2021	Kevin Songer called Willa Goddard regarding the lease, lease bonus and royalty offer. Willa informed Kevin that she had changed her mind and would not be moving forward with signing the lease agreement.
6/17/2021	Kevin Songer called Willa Goddard regarding the lease, lease bonus and royalty offer. Kevin was unable to speak with Willa, so he left a voicemail asking if she had reconsidered signing.
7/1/2021	Kevin Songer called Willa Goddard regarding the lease, lease bonus and royalty offer. Kevin was unable to speak with Willa, so he left a voicemail asking if she had reconsidered signing.
10/4/2021	Kevin Songer called Willa Goddard regarding the lease, lease bonus and royalty offer. Kevin was unable to speak with Willa, so he left a voicemail asking if she had reconsidered signing.
11/4/2021	Kevin Songer called Willa Goddard regarding the lease, lease bonus and royalty offer. Kevin was unable to speak with Willa, so he left a voicemail asking if she had reconsidered signing.

Tract	Owner	Parcel	Land Use	Address
193	Larry G. Fuchs and Carol Evelyn Fuchs, husband and wife, as joint tenants with right of survivorship (Life Tenants)	11-025321.1000	Residential	37370 5th Avenue
194		11-025321.0000	Residential	Sardis, OH 43946
Date	Comment			
2/25/2021	Kevin Songer located contact information for Carol Fuchs.			
2/26/2021	Kevin Songer called Larry Fuchs in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Larry so he left a voicemail detailing the reason for his call.			
3/3/2021	Kevin Songer called Larry Fuchs' son, James Fuchs (remainderman), in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach James so he left a voicemail detailing the reason for his call.			
3/9/2021	Kevin Songer called Larry Fuchs' son, James Fuchs (remainderman), in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach James so he left a voicemail detailing the reason for his call.			
3/12/2021	Kevin Songer visited the home of James Fuchs (remainderman) to discuss the lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.			
3/17/2021	Kevin Songer called Larry Fuchs' son, Eric Fuchs (remainderman), in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Eric so he left a voicemail detailing the reason for his call.			
3/19/2021	Kevin Songer called Larry Fuchs' daughter, Jennifer Isaly (remainderman), in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a voicemail detailing the reason for his call.			
3/25/2021	Kevin Songer visited the home of Larry Fuchs. Kevin made Larry an offer to lease, including a lease bonus and royalty offer. Larry asked Kevin for some time to review the offer.			
4/2/2021	Kevin Songer called and spoke to Larry Fuchs to set up a time to meet and sign the lease.			
4/6/2021	Kevin Songer called Larry Fuchs' son, James Fuchs (remainderman), to discuss the lease offer that Kevin presented to his father. Kevin was unable to reach James so he left a voicemail detailing the reason for his call.			
4/17/2021	Kevin Songer met with Larry and Carol Fuchs at their home. Larry and Carol Fuchs agreed to the terms of the lease. Prior to signing the lease, Larry and Carol asked Kevin to circulate the paperwork amongst their children (remaindermen) for their approval.			
4/23/2021	Kevin Songer obtained contact information and mailed lease packets detailing the lease bonus and royalty offer to all the remaindermen.			
5/6/2021	Kevin Songer received a call from Jennifer Isaly (remainderman), daughter of Larry Fuchs. Jennifer told Kevin that she would be handling the negotiations and asked if he had time to meet with her to review the lease documents she received. Kevin agreed to meet. Jennifer told Kevin she would reach out once she confirmed a good date to meet.			
5/28/2021	Kevin Songer met with Jennifer Isaly (remainderman) at Larry Fuchs' home. Kevin reviewed the lease, lease bonus and royalty offer with Jennifer and fielded all of her questions. Jennifer told Kevin that the family had to discuss and would let him know their decision.			
6/14/2021	Kevin Songer called Jennifer Isaly to determine if the family had made a decision on the lease, lease bonus and royalty offer. Jennifer told Kevin that their attorney is reviewing the lease, lease bonus and royalty offer.			
7/1/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
7/15/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			

8/6/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
8/28/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
9/15/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
10/11/2021	Jennifer Isaly called Kevin Songer. Jennifer explained to Kevin that the family decided against leasing their interest at this time.			
Tract	Owner	Parcel	Land Use	Address
193	Eric Monroe Fuchs (Remainderman)	11-025321.1000	Residential	3989 Pitzer Road
194		11-025321.0000	Residential	Roanoke, VA 24014
Date	Comment			
2/26/2021	Kevin Songer called Larry Fuchs (life tenant) in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Larry so he left a voicemail detailing the reason for his call.			
3/17/2021	Kevin Songer called Eric Fuchs, in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Eric so he left a voicemail detailing the reason for his call.			
3/25/2021	Kevin Songer visited the home of Larry Fuchs (life tenant). Kevin made Larry an offer to lease, including a lease bonus and royalty offer. Larry asked Kevin for some time to review the offer.			
4/2/2021	Kevin Songer called and spoke to Larry Fuchs (life tenant) to set up a time to meet and sign the lease.			
4/17/2021	Kevin Songer met with Larry and Carol Fuchs (life tenants) at their home. Larry and Carol Fuchs agreed to the terms of the lease. Prior to signing the lease, Larry and Carol asked Kevin to circulate the paperwork amongst their children (remaindermen) for their approval.			
4/23/2021	Kevin Songer obtained contact information and mailed lease packets detailing the lease bonus and royalty offer to all the remaindermen, including Eric Fuchs.			
5/6/2021	Kevin Songer received a call from Jennifer Isaly (remainderman). Jennifer told Kevin that she would be handling the negotiations and asked if he had time to meet with her to review the lease documents she received. Kevin agreed to meet. Jennifer told Kevin she would reach out once she confirmed a good date to meet.			
5/28/2021	Kevin Songer met with Jennifer Isaly at Larry Fuchs' (life tenant's) home. Kevin reviewed the lease, lease bonus and royalty offer with Jennifer and fielded all of her questions. Jennifer told Kevin that the family had to discuss and would let him know their decision.			
6/14/2021	Kevin Songer called Jennifer Isaly to determine if the family had made a decision on the lease, lease bonus and royalty offer. Jennifer told Kevin that their attorney is reviewing the lease, lease bonus and royalty offer.			
7/1/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
7/15/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
8/6/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
8/28/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
9/15/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
10/11/2021	Jennifer Isaly called Kevin Songer. Jennifer explained to Kevin that the family decided against leasing their interest at this time.			
Tract	Owner	Parcel	Land Use	Address
193	James Kevin Fuchs (Remainderman)	11-025321.1000	Residential	214 S. Huron St.
194		11-025321.0000	Residential	Columbus, OH 43204

Date	Comment			
2/25/2021	Kevin Songer located contact information for James Fuchs.			
2/26/2021	Kevin Songer called Larry Fuchs (life tenant) in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Larry so he left a voicemail detailing the reason for his call.			
3/3/2021	Kevin Songer called James Fuchs, in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach James so he left a voicemail detailing the reason for his call.			
3/9/2021	Kevin Songer called James Fuchs, in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach James so he left a voicemail detailing the reason for his call.			
3/25/2021	Kevin Songer visited the home of Larry Fuchs (life tenant). Kevin made Larry an offer to lease, including a lease bonus and royalty offer. Larry asked Kevin for some time to review the offer.			
4/2/2021	Kevin Songer called and spoke to Larry Fuchs (life tenant) to set up a time to meet and sign the lease.			
4/6/2021	Kevin Songer called James Fuchs to discuss the lease offer that Kevin presented to his father. Kevin was unable to reach James so he left a voicemail detailing the reason for his call.			
4/17/2021	Kevin Songer met with Larry and Carol Fuchs (life tenants) at their home. Larry and Carol Fuchs agreed to the terms of the lease. Prior to signing the lease, Larry and Carol asked Kevin to circulate the paperwork amongst their children (remaindermen) for their approval.			
4/23/2021	Kevin Songer obtained contact information and mailed lease packets detailing the lease bonus and royalty offer to all the remaindermen, including James Fuchs.			
5/6/2021	Kevin Songer received a call from Jennifer Isaly (remainderman). Jennifer told Kevin that she would be handling the negotiations and asked if he had time to meet with her to review the lease documents she received. Kevin agreed to meet. Jennifer told Kevin she would reach out once she confirmed a good date to meet.			
5/28/2021	Kevin Songer met with Jennifer Isaly at Larry Fuchs' (life tenant's) home. Kevin reviewed the lease, lease bonus and royalty offer with Jennifer and fielded all of her questions. Jennifer told Kevin that the family had to discuss and would let him know their decision.			
6/14/2021	Kevin Songer called Jennifer Isaly to determine if the family had made a decision on the lease, lease bonus and royalty offer. Jennifer told Kevin that their attorney is reviewing the lease, lease bonus and royalty offer.			
7/1/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
7/15/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
8/6/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
8/28/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
9/15/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
10/11/2021	Jennifer Isaly called Kevin Songer. Jennifer explained to Kevin that the family decided against leasing their interest at this time.			
Tract	Owner	Parcel	Land Use	Address
193	Jennifer Lynn Isaly (Remainderman)	11-025321.1000	Residential	51476 Township Road 218
194		11-025321.0000	Residential	Clarington, OH 43915
Date	Comment			

2/26/2021	Kevin Songer called Larry Fuchs (life tenant) in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Larry so he left a voicemail detailing the reason for his call.			
3/19/2021	Kevin Songer called Jennifer Isaly, in an attempt to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a voicemail detailing the reason for his call.			
3/25/2021	Kevin Songer visited the home of Larry Fuchs (life tenant). Kevin made Larry an offer to lease, including a lease bonus and royalty offer. Larry asked Kevin for some time to review the offer.			
4/2/2021	Kevin Songer called and spoke to Larry Fuchs (life tenant) to set up a time to meet and sign the lease.			
4/17/2021	Kevin Songer met with Larry and Carol Fuchs (life tenants) at their home. Larry and Carol Fuchs agreed to the terms of the lease. Prior to signing the lease, Larry and Carol asked Kevin to circulate the paperwork amongst their children (remaindermen) for their approval.			
4/23/2021	Kevin Songer obtained contact information and mailed lease packets detailing the lease bonus and royalty offer to all the remaindermen, including Jennifer Isaly.			
5/6/2021	Kevin Songer received a call from Jennifer Isaly. Jennifer told Kevin that she would be handling the negotiations and asked if he had time to meet with her to review the lease documents she received. Kevin agreed to meet. Jennifer told Kevin she would reach out once she confirmed a good date to meet.			
5/28/2021	Kevin Songer met with Jennifer Isaly at Larry Fuchs' (life tenant's) home. Kevin reviewed the lease, lease bonus and royalty offer with Jennifer and fielded all of her questions. Jennifer told Kevin that the family had to discuss and would let him know their decision.			
6/14/2021	Kevin Songer called Jennifer Isaly to determine if the family had made a decision on the lease, lease bonus and royalty offer. Jennifer told Kevin that their attorney is reviewing the lease, lease bonus and royalty offer.			
7/1/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
7/15/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
8/6/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
8/28/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
9/15/2021	Kevin Songer called Jennifer Isaly to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Jennifer so he left a detailed voicemail.			
10/11/2021	Jennifer Isaly called Kevin Songer. Jennifer explained to Kevin that the family decided against leasing their interest at this time.			
Tract	Owner	Parcel	Land Use	Address
205	Ohio and Lee Township Water and Sewer Authority Attn: Raymond Walker	11-025334.0000	Agricultural	PO Box 182
210		11-025339.0000	Agricultural	Hannibal, OH 43931
Date	Comment			
7/1/2021	Mark Leeds called the Ohio and Lee Township Water and Sewer Authority regarding a lease, lease bonus and royalty offer. Mark was unable to reach anyone so he left a detailed voicemail explaining the reason for his call.			
7/15/2021	Mark Leeds visited the Ohio and Lee Township Water and Sewer Authority's office in Sardis in an attempt to discuss a lease, lease bonus and royalty offer. No one was at the office, so Mark left his contact information and a note.			
8/15/2021	Mark Leeds visited the Ohio and Lee Township Water and Sewer Authority's office in Sardis in an attempt to discuss a lease, lease bonus and royalty offer. No one was at the office, so Mark left his contact information and a note.			



9/12/2021	Mark Leeds visited the Ohio and Lee Township Water and Sewer Authority's office in Sardis in an attempt to discuss a lease, lease bonus and royalty offer. No one was at the office, so Mark left his contact information and a note.			
10/1/2021	Mark Leeds visited the Ohio and Lee Township Water and Sewer Authority's office in Sardis in an attempt to discuss a lease, lease bonus and royalty offer. No one was at the office, so Mark left his contact information and a note.			
10/27/2021	Mark Leeds visited the Ohio and Lee Township Water and Sewer Authority's office in Sardis in an attempt to discuss a lease, lease bonus and royalty offer. No one was at the office, so Mark left his contact information and a note.			
11/5/2021	Mark Leeds called the Ohio and Lee Township Water and Sewer Authority regarding a lease, lease bonus and royalty offer. Mark was able to speak with an employee. The employee informed Mark that someone would be at the office in Sardis after Thanksgiving and that Mark could visit the office then to discuss the lease.			
Tract	Owner	Parcel	Land Use	Address
207	Todd Durig	11-025341.1000	Residential	124 North Bridge Street New Martinsville, WV 26155
Date	Comment			
2/25/2021	Kevin Songer located contact information for Todd Durig.			
2/26/2021	Kevin Songer called Todd Durig to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Todd but left a detailed voicemail explaining the reason for his call.			
3/2/2021	Kevin Songer called Todd Durig to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Todd but left a detailed voicemail explaining the reason for his call.			
3/3/2021	Kevin Songer called Todd Durig to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Todd but left a detailed voicemail explaining the reason for his call.			
3/5/2021	Kevin Songer visited the home of Todd Durig to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.			
3/9/2021	Kevin Songer called Todd Durig to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Todd but left a detailed voicemail explaining the reason for his call.			
3/12/2021	Kevin Songer visited the home of Todd Durig to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.			
3/17/2021	Kevin Songer called Todd Durig to discuss the lease, lease bonus and royalty offer. Kevin was unable to reach Todd but left a detailed voicemail explaining the reason for his call.			
3/19/2021	Kevin Songer visited the home of Todd Durig to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left his contact information.			
3/23/2021	Kevin Songer met with Todd Durig and presented the lease, lease bonus and royalty offer. Todd told Kevin he needed some time to review the offer.			
4/2/2021	Todd Durig called and spoke to Kevin Songer. Todd indicated that he was interested and would like to proceed with executing the lease.			
4/16/2021	Kevin Songer called Todd Durig to follow up on the lease signing. Todd informed Kevin that he has been out of town and will not be back for two weeks. Todd told Kevin he would sign the lease when he returned home.			
5/5/2021	Kevin Songer visited the home of Todd Durig to discuss a lease, lease bonus and royalty offer. No one was home, so Kevin left a note asking Todd to give him a call.			
5/18/2021	Kevin Songer called Todd Durig to discuss lease with bonus and royalty offer. Todd told Kevin he is busy with work and still needed more time to review the lease.			
6/9/2021	Todd Durig called and spoke to Kevin Songer. Todd indicated that he was interested and would like to proceed with executing the lease.			
7/1/2021	Kevin Songer called and spoke with Todd Durig regarding the lease, lease bonus and royalty offer. Todd told Kevin that he was no longer interested in signing a lease.			
10/4/2021	Mark Leeds called Todd Durig in an attempt to discuss the lease, lease bonus and royalty offer. Mark was unable to reach Todd so he left a voicemail detailing the reason for his call.			
10/17/2021	Mark Leeds called Todd Durig in an attempt to discuss the lease, lease bonus and royalty offer. Mark was unable to reach Todd so he left a voicemail detailing the reason for his call.			
11/1/2021	Mark Leeds called Todd Durig in an attempt to discuss the lease, lease bonus and royalty offer. Mark was unable to reach Todd so he left a voicemail detailing the reason for his call.			
11/14/2021	Mark Leeds visited the home of Todd Durig to discuss the lease, lease bonus and royalty offer. No one was home, so Mark left his contact information for Todd.			
Tract	Owner	Parcel	Land Use	Address

216	Dennis A. Miller and Doris J. Miller, husband and wife, as survivorship tenants	11-017024.0000	Residential	37470 5th Avenue Sardis, OH 43946
Date	Comment			
2/24/2021	Phillip Fleming spoke to a neighbor and received contact information for Dennis A. Miller and Doris J. Miller.			
2/26/2021	Phillip Fleming called Dennis A. Miller and Doris J. Miller in an attempt to discuss a lease, lease bonus and royalty offer. Phillip was unable to reach the Millers so he left a detailed voicemail.			
3/4/2021	Phillip Fleming visited the home of Dennis and Doris Miller in an attempt to discuss a lease, lease bonus and royalty offer. No one was home so Phillip left his contact information.			
3/6/2021	Phillip Fleming called and spoke with Dennis Miller and offered a lease, including a lease bonus and royalty offer. Dennis asked Phillip to send him a lease to review.			
3/9/2021	Phillip Fleming met with Dennis Miller and presented a lease for review.			
4/14/2021	Phillip Fleming received a call from Dennis Miller's attorney, David Wigham. Phillip and David discussed the lease terms and addendum.			
4/23/2021	Phillip Fleming called Dennis Miller's attorney, David Wigham, to notify him of the applicant's name change. Phillip was unable to reach Mr. Wigham so he left a detailed voicemail.			
5/4/2021	Phillip Fleming received a call from Dennis Miller's attorney, David Wigham. David told Phillip that the Millers have decided against proceeding with the lease agreement.			

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

In re the Matter of the Application of SWN :  
Production (Ohio), LLC for Unit Operation :  
:  
Richard Stalder C West Unit :  
:

**AFFIDAVIT OF OWNERSHIP**

I, Boston Smith, being first duly cautioned and sworn, do hereby depose and state as follows:


1. My name is Boston Smith and I am a Staff Landman at Southwestern Energy Company. Southwestern Energy Company is the parent company of SWN Production (Ohio), LLC (the "Applicant"). My day-to-day responsibilities include managing field land brokers, negotiating lease acquisitions, and handling title matters for the Applicant's operations in the Utica/Point Pleasant Formation.

2. As a result of my responsibilities, I have personal knowledge of the matters set forth in this affidavit and the following information is true to the best of my knowledge and belief.

3. Pursuant to Ohio Revised Code § 1509.28, the Applicant is filing herewith an application with the Chief of the Division of Oil and Gas Resources Management requesting an order authorizing the Applicant to operate the Unitized Formation and applicable land area, identified as the Richard Stalder C West Unit, according to the Unit Plan attached thereto (the "Application") (as those terms are used and defined therein). The Richard Stalder C West Unit is located in Monroe County, Ohio, and as a unit of an entire pool or part thereof consists of two hundred twenty (220) separate tracts of land totaling approximately 286.513 acres.

4. As of the Application date, the Applicant and the working interest owner supporting the Application are the owners, as that term is defined in Ohio Revised Code § 1509.01(K), of at least 65% of the land overlying the Unitized Formation.

Further Affiant sayeth naught.

  
\_\_\_\_\_  
Boston Smith

**JURAT CERTIFICATE**

STATE OF TEXAS

)

) ss:

COUNTY OF HARRIS

)

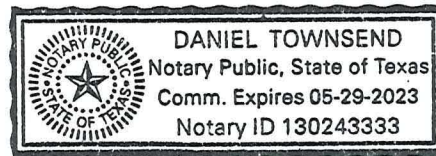
Sworn to and subscribed before me this 6<sup>th</sup> day of December, 2021, by Boston Smith.  
This is a jurat certificate; an oath or affirmation was administered to the signer with regard to this  
notarial act.



Notary Public

Printed Name: Daniel Townsend

My Commission Expires: May 29, 2023



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

In re the Matter of the Application of SWN :  
Production (Ohio), LLC for Unit Operation :  
: :  
: :  
Richard Stalder C West Unit :

**DUE DILIGENCE AFFIDAVIT**

I, Boston Smith, 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, Boston Smith is employed by Southwestern Energy Company as a Staff Landman. Southwestern Energy Company is the parent company of SWN Production (Ohio), LLC ("SWN"). My daily responsibilities include managing field land brokers, negotiating lease acquisitions, and handling title matters for SWN's operations in the Utica/Point Pleasant Formation.
3. Affiant has the authority to sign this Affidavit on behalf of SWN.
4. Pursuant to Ohio Revised Code § 1509.28, SWN is filing an application with the Chief of the Division of Oil and Gas Resources Management (DOGRM) requesting an order authorizing SWN to operate the Unitized Formation and applicable land area, identified as the Richard Stalder C West Unit. The Richard Stalder C West Unit is located in Monroe County, Ohio, and as a unit of an entire pool or part thereof consists of two hundred twenty (220) separate tracts of land covering approximately 286.513 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 SWN's efforts to identify and locate mineral interest owners within the proposed unit.
6. Affiant attests that SWN acted with due diligence, and will continue to, to identify all mineral interest owners within the proposed unit and ascertain their current addresses. These efforts include diligently reviewing county public records to determine mineral ownership. Affiant further attests that where it was not reasonably possible or practicable to identify mineral interest owners' identities or addresses, SWN will provide notice by publication of a hearing scheduled pursuant to R.C. 1509.28.

7. Affiant attests that, to the best of its knowledge, the names and addresses SWN has provided to DOGRM are accurate.
8. Affiant understands that the DOGRM is relying on the statements and representations contained in this Affidavit to verify that SWN has acted with all due diligence to identify and locate mineral interest owners for tracts contained within the proposed unit. Further, SWN understands its duty to provide to DOGRM updated mineral interest owner's information 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 SWN.
10. Affiant states that the above is true and accurate to the best of Affiant's knowledge and belief.

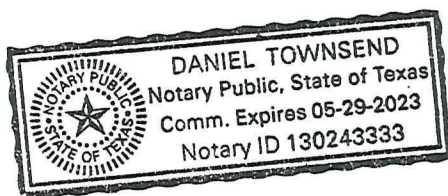
FURTHER AFFIANT SAYETH NAUGHT.


  
Boston Smith

**JURAT CERTIFICATE**

STATE OF TEXAS                     )  
  ) ss:  
COUNTY OF HARRIS                )

Sworn to and subscribed before me this 6<sup>th</sup> day of December, 2021, by Boston Smith. This is a jurat certificate; an oath or affirmation was administered to the signer with regard to this notarial act.



  
Notary Public

Printed Name: Daniel Townsend

My Commission Expires: May 29, 2023



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

In re the Matter of the Application of SWN :  
Production (Ohio), LLC for Unit Operation :  
:  
Richard Stalder C West Unit :


**WORKING INTEREST OWNER APPROVAL**

SWN Production (Ohio), 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 Richard Stalder C West Unit, located in Monroe County, Ohio, and consisting of two hundred twenty (220) separate tracts of land covering approximately 286.513 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)) of one hundred ninety-one (191) tract(s) of land covering approximately 270.608 acres contained in the Richard Stalder C West Unit, or 94.448886% of the lands in the unit, all as more specifically described on attached Exhibit 1.

Pursuant to Ohio Revised Code § 1509.28(A), Applicant hereby approves, and supports the making of, the Application (including without limitation the Unit Plan attached thereto), and further commit its acreage to the Richard Stalder C West Unit.

SWN Production (Ohio), LLC

By:   
Boston Smith, Staff Landman

Date: 12/6/2021

**Exhibit 1**

TRACT NUMBER	OWNER	SURFACE ACRES IN UNIT	PARCEL ID NUMBER
1	Nancy S. Rush, Trustee under the Rush Family Trust Agreement dated the 7th day of April, 1998	0.638	11-011010.0000
2	Vine Royalty, LP	0.250	11-011009.0000
3	Vertical Acres, LLC	1.791	11-011005.0000
4	Gale R. Merckle and Cynthia A. Merckle, husband and wife, for their joint lives, remainder to the survivor of them	0.647	11-011011.0000
5	Gale R. Merckle and Cynthia A. Merckle, husband and wife, for their joint lives, remainder to the survivor of them	1.116	11-011015.0000
6	Vertical Acres, LLC	16.719	11-011001.0000
7	Gale R. Merckle	0.274	11-019022.0000
8	Vertical Acres, LLC	5.615	11-011016.0000
9	Gale R. Merckle and Cynthia A. Merckle, husband and wife, for their joint lives, remainder to the survivor of them	10.711	11-019025.0000
10	Vertical Acres, LLC	28.084	11-019026.0000
11	Robert K. Tyler, as survivorship tenant	1.084	11-019005.0000
	Roy L. Tyler, as survivorship tenant		
12	Robert K. Tyler and Linda R. Tyler, husband and wife, for their joint lives, the remainder to the survivor of them	0.081	11-019038.0000
13	Robert K. Tyler and Linda R. Tyler, husband and wife, as survivorship tenants	0.024	11-019015.0000
14	Vertical Acres, LLC	5.660	11-019026.1000
15	OTF ENT., LLC	26.555	11-018007.0000
16	The Trustees of Lee Township, Monroe County, Ohio	2.984	11-018000.3000
17	The Trustees of Lee Township, Monroe County, Ohio	0.025	11-018000.1000
18	Warren A. Whittaker	3.165	11-018019.0000
18	Linda M. Whittaker	3.165	11-018019.0000
18	Chad Brian Smith and Carol A. Coleman	6.330	11-018019.0000
19a	Work Resources, LLC	13.930	11-018002.0000
19b	Work Resources, LLC	0.455	11-018002.0000
20	The Trustees of Lee Township, Monroe County, Ohio	2.679	11-018000.0000
21	The Trustees of Lee Township, Monroe County, Ohio	1.605	11-018028.0000



	ty, Ohio		
22	Ohio and Lee Township Water and Sewer Authority	0.174	11-018018.0000
23	The Trustees of Lee Township, Monroe County, Ohio	1.098	11-018000.0000
24	The Trustees of Lee Township, Monroe County, Ohio	0.742	11-018000.2000
25a	Vine Royalty, LP	6.253	11-018001.0000
25b	Vine Royalty, LP	2.774	11-018001.0000
26a	Phillip D. Tuttle and Patricia A. Tuttle (Life Tenants)	0.537	11-018024.0000
	Michael A. Tuttle (Remainderman)		
	Janet Kay Tuttle (Remainderman)		
	Kathryn Lynn Daugherty (Remainderman)		
26b	Phillip D. Tuttle and Patricia A. Tuttle (Life Tenants)	3.613	11-018024.0000
	Michael A. Tuttle (Remainderman)		
	Janet Kay Tuttle (Remainderman)		
	Kathryn Lynn Daugherty (Remainderman)		
27	The Bradfield Family Trust, Dated April 13, 1999, John Bradfield and Johnna R. Bradfield, Co-Trustees	0.208	11-018032.0000
28	Theodore W. Hunt and Denise R. Hunt, husband and wife, as survivorship tenants	0.037	11-025194.0000
29	Theodore W. Hunt and Denise R. Hunt, husband and wife, as survivorship tenants	0.266	11-018026.0000
30	Board of Township Trustees of Lee Township	1.103	11-018027.0000
31	Vincent M. Reusser	1.043	11-018020.0000
32	Michael D. Price and Jill A. Price, husband and wife, as survivorship tenants	0.995	11-018025.0000
33	Winfred Howell, single	0.876	11-025267.0000
34	Karen S. Pyles	0.049	11-025352.0000
35	Perry Raper and Beth Raper, husband and wife, as survivorship tenants	0.358	11-025351.0000
36	Ricky A. Farley and Nancy J. Farley, husband and wife, as survivorship tenants	0.701	11-025269.0000
37	Living Quarters, LLC	0.420	11-025266.0000
38	Marcia L. Scott and James D. Scott, Jr., wife and husband, as survivorship Tenants	0.793	11-025268.0000
39	Luke A. Myers and Karah R. Myers, husband and wife, as survivorship Tenants	0.771	11-025270.0000
40	Barry M. Grimes	0.744	11-025253.0000
41	Richard E. Collins, married	0.212	11-018009.0000
41	Roberta C. Blue, married	0.212	11-018009.0000

42	Phillip D. Tuttle and Patricia A. Tuttle (Life Tenants)	0.273	11-025246.0000
	Michael A. Tuttle (Remainderman)		
	Janet Kay Tuttle (Remainderman)		
	Kathryn Lynn Daugherty (Remainderman)		
43	Charles O. Blue and Roberta C. Blue, husband and wife (Life Tenants)	0.252	11-025245.0000
	Robert C. Blue and Sarah Blue, husband and wife (Remaindermen)		
	Timothy O. Blue and Lisa Blue, husband and wife (Remaindermen)		
	Trudy K. Yanchik and David Yanchik, wife and husband (Remaindermen)		
44	Charles O. Blue and Roberta C. Blue, husband and wife (Life Tenants)	0.391	11-025244.0000
	Robert C. Blue and Sarah Blue, husband and wife (Remaindermen)		
	Timothy O. Blue and Lisa Blue, husband and wife (Remaindermen)		
	Trudy K. Yanchik and David Yanchik, wife and husband (Remaindermen)		
45	James O. Miller, Jr. and Ruth Ann Miller, husband and wife, as survivorship tenants	0.258	11-025243.0000
46	James O. Miller, Jr. and Ruth Ann Miller, husband and wife, as survivorship tenants	0.028	11-025242.1000
47	Sardis Church of Christ, Inc.	0.191	11-025242.0000
48	Sardis Church of Christ, Inc.	0.223	11-025241.0000
49	Sardis Church of Christ, Inc.	0.227	11-025240.0000
50	Harold R. Deskins	0.231	11-025239.0000
51	Michael E. Brown and Elizabeth A. Brown, husband and wife, for their joint lives, remainder to the survivor of them	0.235	11-025238.0000
52	Michael E. Brown and Elizabeth A. Brown, husband and wife, for their joint lives, remainder to the survivor of them	0.386	11-025237.0000
53	Kenneth J. Shanholtzer	0.671	11-025253.1000
54	William T. Dent and Roberta E. Dent, husband and wife, as survivorship tenants	0.469	11-025249.0000
55	William T. Dent and Roberta E. Dent, husband and wife, as survivorship tenants	0.633	11-025248.0000
56	Janet Lewis, single	0.312	11-025247.0000
56	James N. Lewis, single	0.312	11-025247.0000
57	Janet Lewis, single	0.159	11-018030.0000
57	James N. Lewis, single	0.159	11-018030.0000
58	Leah F. Hulsey, single	0.215	11-025236.0000

59	Philip B. Hulsey and Shelley L. Hulsey, husband and wife, as survivorship tenants	0.417	11-025235.0000
60	Philip B. Hulsey and Shelley L. Hulsey, husband and wife, as survivorship tenants	0.077	11-025234.0000
61	Ruth Ann Billiter	0.269	11-025233.0000
62	Ruth Ann Billiter	0.061	11-025232.1000
63	Sardis Volunteer Fire Department, Inc., an Ohio nonprofit Corporation	0.154	11-025232.0000
64	Sardis Volunteer Fire Department, Inc., an Ohio nonprofit Corporation	0.104	11-025231.1000
65	Philip Hulsey and Shelley Hulsey, husband and wife, the remainder to the survivor of them	0.114	11-025231.0000
66	Philip Hulsey and Shelley Hulsey, husband and wife, the remainder to the survivor of them	0.149	11-025230.0000
67	Karen S. Busche, a/k/a Karen S. Jarvis and Ronald D. Busche, wife and husband	0.218	11-025212.0000
68	Bradley R. Boggs	0.315	11-025229.0000
69	Bradley R. Boggs	0.193	11-025228.0000
70	Wilbert Junior Pyles and Lorna J. Pyles, husband and wife	0.193	11-025227.0000
71	Wilbert Junior Pyles and Lorna J. Pyles, husband and wife	0.214	11-025211.0000
72	Mack L. McConnell	0.237	11-025190.0000
73	Living Quarters, LLC	0.173	11-025189.0000
74	Gerald D. Okey	0.017	11-025165.0000
74	Arlene M. Okey	0.017	11-025165.0000
76	James H. Smith and Debbie L. Smith, husband and wife	0.239	11-025225.0000
77	James H. Smith and Debbie L. Smith, husband and wife	0.216	11-025224.0000
78	Jack Hoffman, single	0.219	11-025210.0000
79	James H. Smith and Debbie L. Smith, husband and wife, as survivorship tenants	0.229	11-025188.0000
80	James H. Smith and Debbie L. Smith, husband and wife, as survivorship tenants	0.220	11-025187.0000
81	Russell W. Miller Living Trust, dated January 17, 2011, by Diana S. Kukura, Trustee	0.136	11-025164.0000
82	Russell W. Miller Living Trust, dated January 17, 2011, by Diana S. Kukura, Trustee	0.163	11-025163.0000
83	David Van Camp and Brenda Sue Van Camp, husband and wife	0.288	11-025223.0000
84	David Van Camp and Brenda Sue Van Camp, husband and wife	0.064	11-025223.1000

85	Sardis Church of Christ, Inc.	0.178	11-025222.0000
86	Sardis Church of Christ, Inc.	0.242	11-025221.0000
87	Sardis Church of Christ, Inc.	0.242	11-025220.0000
88	Sardis Church of Christ, Inc.	0.242	11-025219.0000
89	Becky D. Anderson	0.081	11-025218.0000
89	Denise R. Doty	0.081	11-025218.0000
89	Darrell D. Hoskins	0.081	11-025218.0000
90	Becky D. Anderson	0.096	11-025217.0000
90	Denise R. Doty	0.096	11-025217.0000
90	Darrell D. Hoskins	0.096	11-025217.0000
92	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as survivorship tenants	0.301	11-025216.1000
93	Mike R. Bohrer	0.278	11-025215.0000
94	Lillian L. Underwood	0.299	11-025214.0000
95	Carol Yvonne Weber and Francis Terrell We- ber, wife and husband	0.121	11-025209.0000
95	Gary L. Smittle and Carol Elizabeth Smittle, husband and wife	0.121	11-025209.0000
96	Carol Yvonne Weber and Francis Terrell We- ber, wife and husband	0.109	11-025208.0000
96	Gary L. Smittle and Carol Elizabeth Smittle, husband and wife	0.109	11-025208.0000
97	Sammy M. Grimes	0.218	11-025207.0000
98	Sammy M. Grimes	0.218	11-025206.0000
99	Robert M. Harman and Cathy E. Harman, husband and wife, as survivorship tenants	0.218	11-025205.0000
100	Charles Clegg, Sr. and Barbara S. Clegg, hus- band and wife	0.218	11-025204.0000
101	Charles Clegg, Sr. and Barbara S. Clegg, hus- band and wife	0.218	11-025203.0000
102	Charles Clegg, Sr. and Barbara S. Clegg, hus- band and wife	0.263	11-025202.0000
103	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, survivorship tenants	0.358	11-025201.0000
104	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, survivorship tenants	0.062	11-025201.2000
105	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, survivorship tenants	0.314	11-025201.1000
106	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as Survivorship Tenants	0.075	11-025200.0000
107	Charles R. Islay and Judith A. Islay, husband and wife	0.306	11-025199.0000
108	Charles R. Islay and Judith A. Islay, husband and wife	0.261	11-025198.0000
109	Charles R. Islay and Judith A. Islay, husband	0.263	11-025197.0000

	and wife		
110	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as survivorship tenants	0.222	11-025196.0000
118	Janet Arlene Lohr	0.191	11-025180.0000
119	Janet Arlene Lohr	0.191	11-025179.0000
120	Wanda M. Gilmore	0.191	11-025178.0000
121	Wanda M. Gilmore	0.169	11-025177.0000
122	Living Quarters, LLC	0.297	11-025151.1000
123	Living Quarters, LLC	0.273	11-025151.3000
124	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as joint tenants with right of survivorship	0.280	11-025176.0000
125	Living Quarters, LLC	0.042	11-0xxxxx.0000
126	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as joint tenants with right of survivorship	0.277	11-025175.0000
127	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as joint tenants with right of survivorship	0.279	11-025174.0000
128	Dean A. Wohnhas and Michele D. Wohnhas, husband and wife, as joint tenants with right of survivorship	0.278	11-025174.0000
129	William M. Beisel and Linda L. Beisel, husband and wife, as survivorship tenants	0.182	11-025162.0000
130	William M. Beisel and Linda L. Beisel, husband and wife, as survivorship tenants	0.203	11-025161.0000
131	Gary L. Smittle	0.154	11-025160.0000
131	Carol Elizabeth Smittle	0.051	11-025160.0000
132	Mariah E. Warrington and Ronald P. Warrington, wife and husband	0.205	11-025159.0000
133	Ross Schoonover and Faye Schoonover, husband and wife, survivorship tenants	0.205	11-025158.0000
134	Elaine D. Williamson	0.205	11-025157.0000
135	Ciara L. Beisel	0.207	11-025156.0000
139	Rhea C. Caldwell	0.457	11-025152.0000
140	Living Quarters, LLC	0.370	11-025151.0000
141	Living Quarters, LLC	0.611	11-025150.0000
142	Roy G. Clegg and Mary Jane Clegg, husband and wife, as survivorship tenants (Life Tenants)	0.368	11-025149.0000
	Mindi Ludolph (Remainderman)		
149	Ronald Dean Caldwell and Rhea C. Caldwell, husband and wife, as survivorship Tenants	0.277	11-025126.0000
150	Ronald Dean Caldwell and Rhea C. Caldwell, husband and wife, as survivorship Tenants	0.232	11-025125.0000

151	Paul F. Duling	0.406	11-025124.0000
153	Shirley Nething, single	0.384	11-025122.0000
154	Randall J. Ludolph, a widower	0.442	11-025121.0000
155	Marlyn R. Cunningham and Gladys M. Cunningham, Trustees of the Marlyn R. Cunningham and Gladys M. Cunningham Joint Living Trust	0.489	11-025120.0000
156	Marlyn R. Cunningham and Gladys M. Cunningham, Trustees of the Marlyn R. Cunningham and Gladys M. Cunningham Joint Living Trust	0.610	11-025319.0000
157	Janet Witten Conn, divorced	0.017	11-025102.0000
159	Living Quarters, LLC	0.128	11-025100.0000
160	Marlyn R. Cunningham and Gladys M. Cunningham, Trustees of the Marlyn R. Cunningham and Gladys M. Cunningham Joint Living Trust	0.311	11-025099.0000
162	Raymond L. Snell and Carol S. Snell, survivorship tenants (Life Tenants)	0.359	11-025097.0000
	Michael Raymond Snell (Remainderman)		
	Robin Lyn Snell, n/k/a Robin Lyons (Remainderman)		
	Randall Lee Snell (Remainderman)		
163	Deron E. Farnsworth	0.205	11-025096.0000
163	Tracey Whitley-Bray	0.205	11-025096.0000
165	Rodney Rufener and Dianna Rufener, husband and wife, as survivorship tenants	0.275	11-025318.0000
166	John O. Curtis and Linda Kay Curtis, husband and wife, as survivorship tenants	0.007	11-025066.0000
167	Judy Ann Booth	0.068	11-025065.0000
168	Judy Ann Booth	0.111	11-025064.0000
169	Vincent Reusser and Helen R. Reusser, husband and wife, survivorship tenants	0.167	11-025063.0000
170	Vincent Reusser and Helen R. Reusser, husband and wife, survivorship tenants	0.199	11-025062.0000
171	Donna J. Day F/K/A Donna J. Dally	0.221	11-025061.0000
172	Donna J. Day F/K/A Donna J. Dally	0.264	11-025060.0000
173	E. Scott Howell and Vicki D. Howell, husband and wife (Life Tenants)	0.081	11-025317.0000
	Cynthia D. Rolston (Remainderman)		
	Keith N. Howell (Remainderman)		
	Kent S. Howell (Remainderman)		
	Jeffrey R. Howell (Remainderman)		
174	Donna D. Day and Harry Day	1.607	11-018008.0000
174	Dana D. Wilson and Robert Wilson	0.402	11-018008.0000

174	Dianna D. Rufener and Rodney Rufener, wife and husband	0.402	11-018008.0000
175	Harry L. Day and Donna J. Day, a/k/a Donna D. Day, husband and wife, as survivorship tenants	2.160	11-018029.0000
176	Dianna D. Rufener, f/k/a Dianna R. Dally	3.773	11-018031.0000
178	Alice A. Kingry	0.378	11-025173.0000
179	Donna D. Day and Harry Day	1.326	11-018008.0000
179	Dana D. Wilson and Robert Wilson	0.332	11-018008.0000
179	Dianna D. Rufener and Rodney Rufener, wife and husband	0.332	11-018008.0000
180	Duane Goddard and Cheryl F. Goddard, husband and wife	0.009	11-025195.2000
181	Danny E. Isaly and Janine A. Reagan, as survivorship tenants	0.330	11-025195.1000
182	Danny E. Isaly and Janine A. Reagan, as survivorship tenants	0.458	11-025172.0000
183	Raymond Perry Raper and Marcia Ray Dorton, as survivorship tenants	0.602	11-025146.0000
184	Becky Skelton a/k/a Dora Rebekah Harlan	0.127	11-025195.0000
185	Mark Ramsier and Alice Ramsier, husband and wife, as survivorship tenants	0.548	11-025145.0000
186	Becky Skelton a/k/a Dora Rebekah Harlan	0.412	11-025171.0000
187	Brandi M. Hobbs	0.258	11-025272.1000
188	Brandi M. Hobbs	0.549	11-025272.0000
189	Paul E. Durig and Katrinka E. Durig, husband and wife, as survivorship tenants	0.039	11-025281.0000
190	Nelson E. Potts, Jr. and Donna V. Potts, husband and wife	0.839	11-025273.0000
191	Moynelle F. Ensinger	0.496	11-025320.1000
192	Moynelle F. Ensinger	0.316	11-025320.0000
195	Larry Raper	7.422	11-025329.0000
196	Larry Raper	2.844	11-025322.0000
197	David Neil Merckle	0.016	11-025359.0000
197	Gale Ray Merckle	0.016	11-025359.0000
197	Misty Leann Adams	0.016	11-025359.0000
198	Larry Raper, as survivorship tenant	0.453	11-025322.1000
198	Linda Schmidt, as survivorship tenant	0.453	11-025322.1000
199	Nancy S. Rush, Trustee under the Rush Family Trust Agreement dated the 7th day of April, 1998	0.792	11-025327.0000
200	Galen H. Allen	0.351	11-025324.0000
201	Clarence M. Rush, divorced and not remarried	1.614	11-025325.0000
202	Nancy S. Rush, Trustee under the Rush Family Trust Agreement dated the 7th day of April,	0.646	11-025326.0000

	1998		
203	Nancy S. Rush, Trustee under the Rush Family Trust Agreement dated the 7th day of April, 1998	0.033	11-025328.0000
204	Patricia S. Schoonover	1.474	11-025340.0000
206	Nancy S. Rush, Trustee under the Rush Family Trust Agreement dated the 7th day of April, 1998	0.157	11-025333.0000
208	LL&B Headwater II, LP	2.382	11-025341.0000
209	Nelson E. Potts, Jr. and Donna V. Potts, husband and wife	2.051	11-025341.2000
211	Larry D. Collins	0.579	11-025337.0000
211	Karen S. Collins	0.579	11-025337.0000
212	Mitchell V. Collins, a single man	0.039	11-025336.0000
213	Randall J. Miller and Samantha Miller, husband and wife, as survivorship tenants	0.170	11-025342.0000
214	Daniel Lee Miller and Brenda Joyce Miller, husband and wife, for their joint lives, remainder to the survivor of them	5.899	11-025346.0000
215	Daniel Lee Miller and Brenda Joyce Miller, husband and wife, for their joint lives, remainder to the survivor of them	2.985	11-025344.0000
217	Travis C. Billiter	23.611	11-017025.0000
218	Travis C. Billiter	5.714	11-017028.0000
219	JMJH Corporation, Inc.	9.638	11-017001.0000
220	Karen S. Jarvis	0.007	11-025192.0000
	TOTAL ACRES IN UNIT	270.608	

End of "Exhibit 1"



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

In re the Matter of the Application of SWN :  
Production (Ohio), LLC for Unit Operation :  
:  
Richard Stalder C West Unit :

**WORKING INTEREST OWNER APPROVAL**

SWN Production (Ohio), 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 Richard Stalder C West Unit, located in Monroe County, Ohio, and consisting of two hundred twenty (220) separate tracts of land covering approximately 286.513 acres, according to the Unit Plan attached thereto (the "Application").

Equinor USA Onshore Properties Inc. ("Equinor") is an owner (as that term is defined in Ohio Revised Code § 1509.01(K)) of twenty-four (24) tract(s) of land covering approximately 7.935 acres contained in the Richard Stalder C West Unit, or 2.769390% of the lands in the unit, all as more specifically described on attached Exhibit 1.

Pursuant to Ohio Revised Code § 1509.28(A), Equinor hereby approves, and supports the making of, the Application (including without limitation the Unit Plan attached thereto), and further commit its acreage to the Richard Stalder C West Unit. However, such approval of the Application and commitment of its acreage shall not be deemed a formal election by Equinor to participate in any operations in the Richard Stalder C West Unit. This approval shall terminate upon the earlier of the following: (a) in the event an Application has not been filed with ODNR within 6 months of the date hereof, or (b) withdrawal of the Application after filing with ODNR.

By executing this approval, Equinor does not waive any rights to its interest in the property, and Equinor is not bound to participate in the drilling of any wells in the above-referenced unit until and unless the parties hereto enter into a separate written definitive agreement.

Equinor USA Onshore Properties Inc.

By: E-SIGNED by DAVID HARTZ  
on 2021-12-02 16:37:08 GMT

Date: December 02, 2021

**Exhibit 1**

TRACT NUMBER	OWNER	SURFACE ACRES IN UNIT	PARCEL ID NUMBER
1	Nancy S. Rush, Trustee under the Rush Family Trust Agreement dated the 7th day of April, 1998	0.037	11-011010.0000
2	Vine Royalty, LP	0.014	11-011009.0000
3	Vertical Acres, LLC	0.103	11-011005.0000
4	Gale R. Merckle and Cynthia A. Merckle, husband and wife, for their joint lives, remainder to the survivor of them	0.037	11-011011.0000
5	Gale R. Merckle and Cynthia A. Merckle, husband and wife, for their joint lives, remainder to the survivor of them	0.064	11-011015.0000
6	Vertical Acres, LLC	0.960	11-011001.0000
7	Gale R. Merckle	0.016	11-019022.0000
8	Vertical Acres, LLC	0.323	11-011016.0000
9	Gale R. Merckle and Cynthia A. Merckle, husband and wife, for their joint lives, remainder to the survivor of them	0.615	11-019025.0000
10	Vertical Acres, LLC	1.613	11-019026.0000
11	Robert K. Tyler, as survivorship tenant	0.062	11-019005.0000
	Roy L. Tyler, as survivorship tenant		
12	Robert K. Tyler and Linda R. Tyler, husband and wife, for their joint lives, the remainder to the survivor of them	0.005	11-019038.0000
13	Robert K. Tyler and Linda R. Tyler, husband and wife, as survivorship tenants	0.001	11-019015.0000
14	Vertical Acres, LLC	0.325	11-019026.1000
15	OTF ENT., LLC	1.526	11-018007.0000
16	The Trustees of Lee Township, Monroe County, Ohio	0.171	11-018000.3000
17	The Trustees of Lee Township, Monroe County, Ohio	0.001	11-018000.1000
18	Warren A. Whittaker	0.182	11-018019.0000
18	Linda M. Whittaker	0.182	11-018019.0000
18	Chad Brian Smith and Carol A. Coleman	0.364	11-018019.0000
19a	Work Resources, LLC	0.800	11-018002.0000
21	The Trustees of Lee Township, Monroe County, Ohio	0.092	11-018028.0000
22	Ohio and Lee Township Water and Sewer Authority	0.010	11-018018.0000

24	The Trustees of Lee Township, Monroe County, Ohio	0.040	11-018000.2000
25a	Vine Royalty, LP	0.359	11-018001.0000
26a	Phillip D. Tuttle and Patricia A. Tuttle (Life Ten- ants)	0.031	11-018024.0000
	Michael A. Tuttle (Remainderman)		
	Janet Kay Tuttle (Remainderman)		
	Kathryn Lynn Daugherty (Remainderman)		
	TOTAL ACRES IN UNIT	7.935	

End of "Exhibit 1"

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

In re the Matter of the Application of SWN :  
Production (Ohio), LLC for Unit Operation :  
 :  
Richard Stalder C West Unit :  
 :

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**PREPARED TESTIMONY OF EDWIN BUCHWALTER  
ON BEHALF OF SWN PRODUCTION (OHIO), LLC**

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Attorneys for Applicant,  
SWN Production (Ohio), LLC

**PREPARED DIRECT TESTIMONY OF EDWIN BUCHWALTER**

**INTRODUCTION**

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

A1. My name is Edwin Buchwalter. I am a Senior Geologist for Southwestern Energy Company. The Applicant, SWN Production (Ohio), LLC ("SWN"), is a wholly owned subsidiary of Southwestern Energy Company. My business address is 10000 Energy Drive, Spring, TX 77389.

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

A2. I received my Bachelor of Science degree in Geology from the Ohio State University in Columbus, Ohio in December of 2013. I also received my Master of Science degree in Earth Sciences from the Ohio State University in December of 2016.

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

A3. Post-graduation, I have worked with Southwestern Energy Company and have five years of experience in the oil and gas industry. I have worked the Fayetteville shale in the Arkoma Basin in northwest Arkansas, the Marcellus and Utica/Point Pleasant Formations in the Appalachian Basin in West Virginia, and the Marcellus in Pennsylvania. During this time, I have been responsible for planning and drilling unconventional natural gas wells, building out future development plans, evaluating near-field acquisition opportunities, and subsurface evaluation of hydrocarbon-containing formations utilizing core, electronic logs, and cuttings.

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

A4. Yes, I am an active member of the Houston Geological Society.

**Q5. What do you do as a Senior Geologist for Southwestern Energy Company?**

A5. As a Senior Geologist at Southwestern Energy Company, I work as a development geologist for the Marcellus and Utica/Point Pleasant Formations in Ohio and West Virginia. Specifically, I evaluate potential reservoirs within these formations using electronic logs, core, and laboratory data, and assist in executing a drilling program to extract these hydrocarbons.

**Q6. What is the purpose of your testimony today?**

A6. I am testifying in support of the *Application of SWN Production (Ohio), LLC for*

1        *Unit Operation* (the “Application”), with respect to the Richard Stalder C West  
2        Unit, consisting of two hundred twenty (220) separate tracts of land totaling  
3        approximately 286.513 acres in Monroe County, Ohio. My testimony will show  
4        that the Unitized Formation described in the Application is part of a pool and thus  
5        an appropriate subject of unitization. Additionally, my testimony will support the  
6        Unit Plan’s allocation of unit production and expenses to separately owned tracts  
7        on a surface-acreage basis, based on the unit area’s nearly uniform thickness and  
8        substantially identical geological characteristics throughout.

9        **UNITIZED FORMATION IS PART OF A POOL.**

10      **Q7. To begin, would you tell me what a “pool” is?**

11      A7. A pool is a consolidated area or ‘unit’ within a defined reservoir containing  
12      hydrocarbons. This is consistent with the Ohio statutory definition defining a pool  
13      as “an underground reservoir containing a common accumulation of oil or gas, or  
14      both, but does not include a gas storage reservoir.”

15      **Q8. How is the Unitized Formation defined for the Richard Stalder C West Unit?**

16      A8. It is defined as the subsurface portion of the Richard Stalder C West Unit at a  
17      stratigraphic interval that is from fifty (50) feet true vertical depth above the top of  
18      the Utica Shale Formation to fifty (50) feet true vertical depth below the top of the  
19      Trenton Limestone Formation, as more particularly described in Attachment 1, and  
20      frequently referred to as the Utica/Point Pleasant Formation.

21      **Q9. Do you have an opinion on whether or not the Unitized Formation**  
22      **contemplated by the Richard Stalder C West Unit constitutes a pool or part of**  
23      **a pool?**

24      A9. Yes. It is my opinion, based on my education and professional experience, that the  
25      Unitized Formation is part of a pool.

26      **Q10. Why?**

27      A10. SWN believes the Point Pleasant interval and the encompassing Utica Shale For-  
28      mation are both part of the same pool in the proposed Richard Stalder C West Unit.  
29      Based on our analysis of the geological data, which includes wireline logs, core  
30      testing, image logs, and microseismic data, we think most of the production is from  
31      the Point Pleasant interval. However, a small portion of the oil and gas accumula-

tion occurs within that portion of Utica Shale Formation above the Point Pleasant interval. Moreover, even though we will drill and target the Point Pleasant interval, some portion of the Utica Shale Formation above the Point Pleasant interval will also be accessed by way of the rock matrix and natural and induced fracturing.

**Q11. What data sources did SWN use in determining the geologic features of the Richard Stalder C West Unit?**

A11. We used wireline logs from surrounding wells, core data from the Herrick Unit A 3H well (API #: 34-111-24401) located approximately 2.0 miles to the northwest of the proposed Richard Stalder C West Unit, and structural information from previously drilled horizontal wells throughout the area.

**Q12. Did you prepare any exhibits to support your opinion?**

A12. Attachment 2, Exhibit 1, is a Cross section map of the Point Pleasant interval around the proposed Richard Stalder C West Unit, which is outlined in black. There is no reason to think there are any structural or lithological features that would separate the Utica/Point Pleasant reservoir within the proposed Richard Stalder C West Unit. Attachment 2, Exhibit 2, is an East-West stratigraphic cross-section of two key wells on either side of the proposed Richard Stalder C West Unit, being the Herrick Unit A 3H well and the Stadler Unit A 3U well. See Attachment 2, Exhibit 1, for location of the cross section wells. The log data curves displayed in both wells are the gamma ray in the left track, deep resistivity in the center track, and porosity in the right track. As seen on this exhibit, the log data demonstrates that the Utica/Point Pleasant Formation stratigraphy is very consistent and does not significantly change on either one side of the proposed Richard Stalder C West Unit. Geologic properties in general, like thickness, porosity, and resistivity, are laterally consistent throughout the proposed Unit.

**Q13. How does this data support your opinion that the Richard Stalder C West Unit should be considered a part of a pool?**

A13. The log data demonstrate that formation thickness remains relatively constant across the proposed Richard Stalder C West Unit. Porosity and resistivity will be relatively uniform, and the thermal maturity of the rock, which applies to BTU and liquids content, is the same across the unit. Based on the foregoing, in my profes-

sional opinion, the area within the proposed Richard Stalder C West Unit boundary is all one geologic unit, or part of the same pool.

**Q14. And is this a commonly accepted method of analysis in your profession for determining whether a pool or part of a pool exists?**

A14. Yes.

#### **ALLOCATION METHODOLOGY**

**Q15. Production and expenses are allocated to the separate tracts in the Richard Stalder C West Unit under the Unit Plan on a surface-acreage basis. Do you have an opinion on whether that allocation method is appropriate, given your education and professional experience?**

A15. Yes. In my opinion, allocation on a surface-acreage basis is appropriate.

**Q16. Why?**

A16. The relative thickness and reservoir qualities of the Utica/Point Pleasant Formation is expected to be consistent across the Richard Stalder C West Unit. There are no substantial variations expected across the proposed unit and therefore there is no geologic reason to allocate production using a method other than surface acreage.

**Q17. In your experience, is this a common method for allocating production and expenses?**

A17. Yes.

**Q18. Have you seen this allocation method used in other shale basins?**

A18. Yes. SWN has used this method on all the units that we have drilled in Ohio to date. To my knowledge, similar methods are used in Pennsylvania, West Virginia, and Arkansas.

**Q19. Does this conclude your testimony?**

A19. Yes.



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

In re the Matter of the Application of SWN :  
Production (Ohio), LLC for Unit Operation :  
:  
Richard Stalder C West Unit :  
:

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**PREPARED TESTIMONY OF TYLER NIEBERDING  
ON BEHALF OF SWN PRODUCTION (OHIO), LLC**

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Attorneys for Applicant,  
SWN Production (Ohio), LLC

**PREPARED DIRECT TESTIMONY OF TYLER NIEBERDING**

**INTRODUCTION.**

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

A1. My name is Tyler Nieberding. I am a Reservoir Engineer with Southwestern Energy Company. The Applicant, SWN Production (Ohio), LLC ("SWN"), is a wholly owned subsidiary of Southwestern Energy Company. My business address is 10000 Energy Drive, Spring, TX 77389.

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

A2. I received a Bachelor of Science degree in Petroleum Engineering from Marietta College in 2017.

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

A3. I have worked at Southwestern Energy Company for over 4 years. I started working for Southwestern Energy Company upon graduation where I spent time on both the drilling and reservoir engineering teams across the Marcellus shale, Fayetteville shale, and now the Utica/Point Pleasant Formation. My first rotation was in reservoir for the Fayetteville shale team. I then worked in drilling in the Marcellus shale for approximately 2 years. For the last 2 years, I have worked as a reservoir engineer in the Marcellus shale in Pennsylvania and more recently the Marcellus and Utica/Point Pleasant plays across Ohio. I have focused on resource development, delineation, and optimization across the plays through analyzing well performance, completion designs, and subsurface characteristics.

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

A4. I am a member of the Society of Petroleum Engineers (SPE).

**Q5. What do you do as a reservoir engineer for Southwestern Energy Company?**

A5. At Southwestern Energy Company, my responsibilities involve developing strategies for effective and efficient resource recovery to maximize value. This includes conducting integrated and interdisciplinary analysis for evaluating well performance, aiding in designing completions, forecasting reserves, and providing economics evaluations to inform decisions.

**Q6. What is the purpose of your testimony today?**

1 A6. I am testifying in support of the *Application of SWN Production (Ohio), LLC for Unit*  
2 *Operation* (the “Application”), with respect to the Richard Stalder C West Unit. My  
3 testimony addresses the following: (i) that unit operations for the Richard Stalder C  
4 West Unit are reasonably necessary to increase substantially the ultimate recovery of  
5 oil and gas, and (ii) that the value of the estimated additional recovery due to unit  
6 operations exceeds its estimated additional costs.

7 **UNIT OPERATIONS ARE REASONABLY NECESSARY TO INCREASE SUB-**  
8 **STANTIALLY THE ULTIMATE RECOVERY OF OIL AND GAS.**

9 **Q7. Have you made an estimate of the production you anticipate from the proposed**  
10 **Richard Stalder C West Unit assuming an order authorizing unit operations is**  
11 **granted?**

12 A7. Yes, it is estimated that if the Richard Stalder C West Unit was developed by drilling  
13 one well projected to be approximately 12,382 feet in completed lateral length, then  
14 approximately 17.4 BCFe of natural gas would be recovered. The calculations are  
15 summarized in Attachment 2, Exhibit 5.

16 **Q8. How did you make these estimates?**

17 A8. I created a type well forecast based on analogous offset well data and geology. These  
18 type-well forecasts are scaled accordingly for the legally allowed perforated interval  
19 and then used to estimate reserves.

20 **Q9. Have you made an estimate of the production you anticipate from the proposed**  
21 **Richard Stalder C West Unit assuming an order authorizing unit operations is**  
22 **not granted?**

23 A9. Yes, the results of my calculations are summarized in Attachment 2, Exhibit 5. If an  
24 order authorizing unit operations is not granted, SWN would not be able to drill and  
25 complete 5,817 feet of the estimated 12,382 total feet of lateral for the unitized unit.  
26 Additionally, estimates predict we would only be able to recover 9.0 BCFe of natural  
27 gas. The stimulated lateral length reduction is a result of the inability to complete  
28 segments within our unit boundary subject to unleased tracts, and “stand-off” re-  
29 quirements.

30 **Q10. In your professional opinion, would it be economic to develop the Richard**

1           **Stalder C West Unit using traditional vertical drilling?**

2    A10.   No, you cannot produce sufficient quantities of hydrocarbons to economically justify  
3           the cost of development. This is especially true in tight shale formations such as the  
4           Utica/Point Pleasant. Vertical well drilling is more applicable in a thicker, more per-  
5           meable productive interval. Horizontal drilling in conjunction with multi-stage hy-  
6           draulic fracturing is necessary to increase the reservoir contact with the wellbore,  
7           which increases the reserves you can produce for a more economic development.  
8           Without horizontal drilling and stimulation, the permeability is too low to produce  
9           the volume of production you would need to make the development economic.

10   **Q11. Summarize what your calculations show and the differences between unitized**  
11       **vs non-unitized development?**

12   A11.   The results of my calculations are summarized in Attachment 2, Exhibit 5. Taking  
13           the difference between the unitized and non-unitized development plans, we would  
14           not develop approximately 5,817 feet of producible lateral. This results in a loss in  
15           recoverable reserves of roughly 8.4 BCFe of natural gas.

16   **Q12. Do you believe that the proposed unit operations are reasonably necessary to**  
17       **increase substantially the ultimate recovery of oil and gas from the unit area?**

18   A12.   Yes, I believe the proposed unit operations are reasonably necessary to increase sub-  
19           stantially the oil and gas reserves for this immediate area. Not doing so would result  
20           in a loss of value to all parties involved and make developing the “left behind” re-  
21           serves economically un-justifiable.

22   **VALUE OF ESTIMATED ADDITIONAL RECOVERY EXCEEDS ITS ESTI-**  
23       **MATED ADDITIONAL COSTS**

24   **Q13. Let’s turn to the financial side of the project. Generally, in your professional**  
25       **experience, how would the economics of a development project such as the de-**  
26       **velopment of the Richard Stalder C West Unit be evaluated?**

27   A13.   During the reserve estimation process, a production profile that is proportional to the  
28           stimulated lateral length was generated to estimate produced volumes over time for  
29           each well. This, along with capital costs, operating expenses, royalty burden, taxes,  
30           and a specific pricing scenario, is essential to provide an economic evaluation of a

1 well or project.

2 **Q14. Did you do that here?**

3 A14. Yes, the results of that evaluation are summarized in Attachment 2, Exhibit 5.

4 **Q15. Would you walk us through your economic evaluation, beginning with your es-**  
5 **timate of the anticipated revenue stream from the Richard Stalder C West**  
6 **Unit's development?**

7 A15. Yes. The production stream, previously discussed, was first netted for a royalty bur-  
8 den. I then applied a price for natural gas, using the strip price, subtracting any an-  
9 ticipated basis differential and correcting for heat value content in the natural gas.  
10 This natural gas price is based on individual product pricing, subtracting out any  
11 additional fees for transportation and marketing.

12 **Q16. What about anticipated capital and operating expenses?**

13 A16. Capital and operating expenses were incorporated in my analysis and are associated  
14 with construction, drilling, completions, facilities, and production. The estimates are  
15 provided by the Operations engineers and are based on recent costs we have experi-  
16 enced and incurred in our Utica/Point Pleasant drilling program.

17 **Q17. Did you consider whether the Richard Stalder C West Unit could be developed**  
18 **using a different, smaller unit or by locating the well pad somewhere else?**

19 A17. Yes, however, there was not a feasible solution for alternative development. Other  
20 potential locations were ruled out due to ownership, topography, and setback from  
21 dwelling requirements that made it difficult to locate an alternative pad site that  
22 would be suitable to develop all of the minerals. Thus, developing the Richard  
23 Stalder C West Unit from the location demonstrated on Attachment 2, Exhibit 3, will  
24 maximize efficiency, minimize surface disturbance, and is the sensible decision op-  
25 operationally, environmentally and economically.

26 **Q18. Based on this information and your professional judgment, does the value of the**  
27 **estimated additional recovery from the unitized project exceed its estimated ad-**  
28 **ditional costs?**

29 A18. Yes. The incremental recovery, if a unit order is granted, is estimated to be 8.4 BCFe

1           and would require an additional \$3.007 million capital investment. As a result of the  
2           additional expenditure and increased reserves, the PV(10) of the project increases by  
3           approximately \$6.499 million. This estimate accounts for the capital costs, operating  
4           costs, plugging and abandonment costs, and reclamation costs.

5    **Q19. Does this conclude your testimony at this time?**

6    A19. Yes.

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

In re the Matter of the Application of SWN	:
Production (Ohio), LLC for Unit Operation	:
	:
	:
<u>Richard Stalder C West Unit</u>	:

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**PREPARED TESTIMONY OF BOSTON SMITH  
ON BEHALF OF SWN PRODUCTION (OHIO), LLC**

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**PREPARED DIRECT TESTIMONY OF BOSTON SMITH**

**INTRODUCTION.**

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

A1. My name is Boston Smith. I am a Staff Landman with Southwestern Energy Company. The Applicant, SWN Production (Ohio), LLC (“SWN”), is a wholly owned subsidiary of Southwestern Energy Company. My business address is 10000 Energy Drive, Spring, Texas 77389.

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

A2. I have a Bachelor of Business Administration in Energy Management from the University of Oklahoma in Norman, Oklahoma.

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

A3. I have more than ten years of professional experience as a landman. I began my career in 2009 working as an intern for Southwestern Energy Company. I was tasked with the following responsibilities: (1) acquiring leases; (2) reviewing title and obtaining curative; and (3) proposing joint operations to partners. In June 2010, I joined Southwestern Energy Company as a landman.

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

A4. Yes, I am a member of the American Association of Professional Landmen.

**Q5. What do you do as a Staff Landman for Southwestern Energy Company?**

A5. As a Staff Landman at Southwestern Energy Company, I am responsible for managing land assets in Ohio and West Virginia. My daily responsibilities include unit formation, lease analysis, title review, and creating and obtaining joint operating agreements from competitors. I also contact various landowners, working interest competitors and partners to negotiate oil and gas leases and/or working interest approvals.

**Q6. What is the purpose of your testimony today?**

A6. I am testifying in support of the *Application of SWN Production (Ohio), LLC for Unit Operation* (the “Application”), with respect to the Richard Stalder C West Unit, consisting of two hundred twenty (220) separate tracts of land totaling approximately 286.513 acres in Monroe County, Ohio. In particular, I will describe the efforts made by SWN to put the Richard Stalder C West Unit together and the Unit Plan that SWN is proposing.



1           **EFFORTS MADE BY SWN TO LEASE UNIT TRACTS.**

2   **Q7.   What percentage of the total acreage of the Richard Stalder C West Unit is**  
3       **represented by the oil and gas rights held by SWN and the other committed**  
4       **working interest owner?**

5   A7.   SWN and the other committed working interest owner control more than 97% of the  
6       working interest in the unit.

7   **Q8.   Why was SWN not able to acquire the oil and gas rights to all of the acreage in**  
8       **the Richard Stalder C West Unit?**

9   A8.   SWN employees or representatives are still actively engaged in trying to lease the  
10       remaining unleased parcels. SWN is confident it has made diligent efforts to lease the  
11       unleased mineral owners within the proposed unit and that its oil and gas lease offers  
12       are fair considering the level of competition for new leases in the area and the amount  
13       of primary term needed to develop the proposed unit.

14   **Q9.   Have you prepared an affidavit detailing SWN's efforts to obtain a lease from the**  
15       **unleased mineral owners in the Richard Stalder C West Unit?**

16   A9.   Attachment 2, Exhibit 8 highlights SWN's efforts to obtain a lease on the remaining  
17       unleased tracts of land.

18   **Q10.  If an unleased mineral owner was to ask to lease with SWN, would SWN be likely**  
19       **to agree?**

20   A10.  Yes. SWN is willing to lease on reasonable, fair market value terms for the geographic  
21       area in which SWN's proposed unit is located.

22   **Q11.  Could you describe the location of the leased and unleased tracts within the**  
23       **Richard Stalder C West Unit?**

24   A11.  Yes. Attachment 2, Exhibit 3 is a colored plat showing each of the tracts in the Richard  
25       Stalder C West Unit, along with the wellbore in same. The tracts highlighted in yellow  
26       indicate that SWN and the other committed working interest owner have acquired the  
27       necessary rights to fully develop the oil and gas thereunder. The tracts highlighted in  
28       red indicate that the tract is unleased or partially unleased.

29   **Q12.  Do you have an aerial plat of the Richard Stalder C West Unit?**

30   A12.  Yes, I've attached one as Attachment 2, Exhibit 4.

31           **UNIT PLAN PROVISIONS.**

1 **Q13. Would you describe generally the development plan for the Richard Stalder C**  
2 **West Unit?**

3 A13. SWN plans to develop the Richard Stalder C West Unit from a well pad that is located  
4 outside the northeast corner of the Richard Stalder C West Unit. From that pad, SWN  
5 plans to drill one (1) well into the Richard Stalder C West Unit. This well is projected  
6 to be 12,382 feet in completed lateral length, as shown on Attachment 2, Exhibit 3.

7 **Q14. Does SWN have a specific timeline for drilling the well in the Richard Stalder C**  
8 **West Unit?**

9 A14. SWN intends to spud the well in the third quarter of 2022.

10 **Q15. Does SWN have any other development activity in the immediate area?**

11 A15. Yes, please see Attachment 2, Exhibit 6, which depicts SWN's units in the area of the  
12 Richard Stalder C West Unit.

13 **Q16. Are you familiar with the Unit Plan proposed by SWN for the Richard Stalder C**  
14 **West Unit?**

15 A16. Yes. The Unit Plan proposed by SWN is attached to the Application and consists of an  
16 initial document that establishes the non-operating relationship between the parties in  
17 the unit, and an operating agreement and related exhibits that establish how the unit is  
18 going to be explored, developed, and produced.

19 **Q17. Turning first to the body of the Unit Plan, marked as Attachment 1 to the**  
20 **Application. Would you describe briefly what it does?**

21 A17. Yes. The general intent of the Unit Plan is to effectively combine the oil and gas rights  
22 and interests in the Richard Stalder C West Unit in a uniform manner so that they can  
23 be developed as though each of the tracts were covered by a single lease.

24 **Q18. Are all of the oil and gas rights in the proposed unit combined?**

25 A18. No. The Unit Plan only unitizes the oil and gas rights in and related to the Unitized  
26 Formation. The Unitized Formation is those depths located from fifty feet above the  
27 top of the Utica Shale Formation to fifty feet below the top of the Trenton Limestone  
28 Formation, and frequently referred to as the Utica/Point Pleasant Formation.

29 **Q19. How would production from the Richard Stalder C West Unit be allocated?**

30 A19. On a surface-acreage basis. Under Article 4 of the Unit Plan, every tract is assigned a  
31 tract participation percentage based on surface acreage, as shown on Exhibit A-2 to the

Unit Operating Agreement. Article 5 of the Unit Plan allocates production based on that tract participation.

**Q20. Why use a surface-acreage basis as the method of allocation?**

A20. Based on the testimony of Edwin Buchwalter attached to the Application as Attachment 3, a surface-acreage basis is an appropriate method of allocation because the formation thickness and reservoir quality of the Unitized Formation is expected to be consistent across the Richard Stalder C West Unit.

**Q21. Would you go through an example from Exhibit A-2 to the Unit Operating Agreement to illustrate how a surface-acreage basis would be applied to the Richard Stalder C West Unit?**

A21. Yes. If you look at the column on Exhibit A-2 to the Unit Operating Agreement entitled "Surface Acres in Unit (Net)," it shows each mineral owner's net surface acres in each tract included within the Richard Stalder C West Unit. The adjacent column on Exhibit A-2 shows the related tract participation, which is calculated by dividing those net surface acres by the total number of surface acres in the unit. So, for example, if you look at Tract Number 3 on Exhibit A-2, it shows that this particular tract is owned solely by Vertical Acres, LLC. Its net surface acreage in Tract Number 3 is 1.894 acres. This equates to a tract participation of approximately 0.661052%  $((1.894 \div 286.513) \times 100\% = 0.661052\%)$ .

**Q22. What does that mean in terms of production allocated to that particular tract?**

A22. It would mean this particular tract owned of record by Vertical Acres, LLC would have allocated to it 0.661052% of all production from the Richard Stalder C West Unit, which would then be distributed based on the terms of the lease or other relevant document affecting ownership to production proceeds from the tract.

**Q23. Is this the way production would be allocated to the tracts owned, in whole or in part, by unleased mineral owners or uncommitted working interest owners?**

A23. Yes.

**Q24. In your experience, is this an unusual way to allocate production in a unit?**

A24. No, this method is the customary method for allocating production in a unit.

**Q25. How are unit expenses allocated?**

1 A25. Like production in the unit, generally on a surface-acreage basis. Article 3 of the Unit  
2 Plan provides that expenses, unless otherwise allocated in the Unit Operating  
3 Agreement, will be allocated to each tract of land within the unit in the proportion that  
4 the surface acres of each tract bear to the surface acres of the entire unit.

5 **Q26. Who pays the unit expenses?**

6 A26. According to the terms of the proposed Unit Plan, the working interest owners.

7 **Q27. Do the royalty owners pay any part of the unit expenses?**

8 A27. No, unless the terms and conditions of the royalty owner's oil and gas lease dictate  
9 otherwise.

10 **Q28. Let's turn to the Unit Operating Agreement. It appears to be based upon A.A.P.L.  
11 Form 610 – Model Form Operating Agreement, is that correct?**

12 A28. Yes. We typically use a modified version of the 1989 agreement. The Form 610,  
13 together with its exhibits, is a commonly used form in the industry and is frequently  
14 modified to fit the needs of the parties and circumstances.

15 **Q29. Would it be fair to say, then, that you are familiar with the custom and usage of  
16 the Form 610 and other similar agreements in the industry?**

17 A29. Yes.

18 **Q30. Turning to the Unit Operating Agreement in particular, does it address how unit  
19 expenses are determined and paid?**

20 A30. Yes. Article III of the Unit Operating Agreement provides that all costs and liabilities  
21 incurred in operations shall be borne and paid proportionately by the working interest  
22 owners, according to their Unit Participation percentages. Those percentages can be  
23 found in Exhibit A-2 to the Unit Operating Agreement. Moreover, the Unit Operating  
24 Agreement has attached to it an accounting procedure identified as Exhibit C that offers  
25 greater details regarding how unit expenses are determined and paid.

26 **Q31. That's commonly referred to as the COPAS?**

27 A31. Yes, it stands for the Council of Petroleum Accountants Societies, Inc. and is a  
28 commonly used form in the industry.

29 **Q32. Based upon your education and professional experience, do you view the terms of  
30 Exhibit C as reasonable?**

1 A32. Yes. The terms as presented in Exhibit C are commonly accepted amongst operators  
2 and clearly set forth definitions, processes, timelines, etc., so that all parties can fully  
3 understand and agree as to those costs and accounting procedures associated with the  
4 activity of drilling and producing oil and natural gas wells and units.

5 **Q33. Will there be in-kind contributions made by owners in the unit area for unit**  
6 **operations, such as contributions of equipment?**

7 A33. No.

8 **Q34. How are decisions made regarding unit operations?**

9 A34. Article V of the Unit Operating Agreement designates SWN as the Unit Operator, with  
10 full operational authority for the supervision and conduct of operations in the unit.

11 **Q35. I believe you've already described generally the documents in Exhibits A and C**  
12 **to the Unit Operating Agreement. Let's turn therefore to Exhibit B of the Unit**  
13 **Operating Agreement. What is it?**

14 A35. Exhibit B is a standard oil and gas lease form that is attached to the joint operating  
15 agreement to govern any unleased interests owned by the parties. Article III.A of the  
16 Unit Operating Agreement provides that if any party owns or acquires an oil and gas  
17 interest in the Contract Area, then that interest shall be treated for all purposes of the  
18 Unit Operating Agreement as if it were covered by the form of lease attached as Exhibit  
19 B.

20 **Q36. Does this oil and gas lease contain standard provisions that SWN uses in**  
21 **connection with its operations in Ohio?**

22 A36. Yes.

23 **Q37. Moving on to Exhibit D of the Unit Operating Agreement, would you describe**  
24 **what it is?**

25 A37. Yes, Exhibit D is the insurance exhibit to the joint operating agreement. It sets forth  
26 coverage amounts and limitations, and the insurance terms for operations conducted  
27 under the Unit Operating Agreement.

28 **Q38. Would you next describe Exhibit E of the Unit Operating Agreement?**

29 A38. Yes. Exhibit E is the Gas Balancing Agreement, which further details the rights and  
30 obligations of the parties with respect to marketing and selling any production from the  
31 Contract Area.

1    **Q39. Last, would you next describe Exhibit H of the Unit Operating Agreement?**  
2    A39. Yes. Exhibit H is a Model Form Recording Supplement to Operating Agreement and  
3       Financing Statement, which is a document that is primarily used to give third persons  
4       constructive notice of the terms of the Unit Operating Agreement.  
5    **Q40. In your professional opinion, given your education and experience, are the terms**  
6       **of the Unit Plan, including the terms of the exhibits just discussed, just and**  
7       **reasonable?**  
8    A40. Yes.  
9    **Q41. Does this conclude your testimony?**  
10   A41. Yes.