

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

In re the Matter of the Application of	:	
Equinor USA Onshore Properties Inc. for	:	Application Date: December 12, 2022
Unit Operation	:	
	:	
	:	
<u>Schindler S #4 Unit</u>	:	

**APPLICATION OF EQUINOR USA ONSHORE PROPERTIES INC.
FOR UNIT OPERATION**

Gregory D. Russell (0059718)
James A. Carr II (0084114)
Mark A. Hylton (0088384)
VORYS, SATER, SEYMOUR AND PEASE LLP
52 East Gay Street
P. O. Box 1008
Columbus, Ohio 43216-1008
gdrussell@vorys.com
jacarr@vorys.com
mahylton@vorys.com

Attorneys for Applicant,
Equinor USA Onshore Properties Inc.

TABLE OF CONTENTS

APPLICATION

I.	APPLICANT INFORMATION.....	1
II.	PROJECT DESCRIPTION.....	2
III.	THE CHIEF SHOULD GRANT THIS APPLICATION	3
A.	<u>Contents of Application</u>	3
B.	<u>Legal Standard</u>	6
C.	<u>Equinor’s Application Meets this Standard</u>	7
i.	<i>The Unitized Formation is Part of a Pool</i>	7
ii.	<i>Unit Operations Are Reasonably Necessary to Increase Substantially the Ultimate Recovery of Oil and Gas</i>	7
iii.	<i>The Value of Additional Recovery Exceeds Its Additional Costs</i>	7
iv.	<i>The Unit Plan Meets the Requirements of R.C. 1509.28</i>	8
IV.	HEARING.....	8
V.	CONCLUSION.....	9

ATTACHMENTS

Attachment 1	Unit Plan
Attachment 2	Exhibit 1 – Geophysical Type Log and Cross-Section
	Exhibit 2 – Cross-Section Map
	Exhibit 3 – Unit Map
	Exhibit 4 – Aerial Map
	Exhibit 5 – Engineering Calculations
	Exhibit 6 – Adjacent Units Map
	Exhibit 7 – Reserve Calculations Map
	Exhibit 8 – Affidavits of Efforts to Lease Unleased Mineral Owners and Commit Uncommitted Working Interest Owners
	Exhibit 9 – Affidavit of Ownership
	Exhibit 10 – Due Diligence Affidavit
	Exhibit 11 – Working Interest Owner Approval
Attachment 3	Pre-Filed Testimony of Damian Lynch (“Geologist”)
Attachment 4	Pre-Filed Testimony of Joy Okpala (“Reservoir Engineer”)
Attachment 5	Pre-Filed Testimony of Charles (“Casey”) Quast (“Landman”)

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

In re the Matter of the Application of :
Equinor USA Onshore Properties Inc. for :
Unit Operation :
:
Schindler S #4 Unit :

APPLICATION

Pursuant to R.C. 1509.28, Equinor USA Onshore Properties Inc. (“Equinor”) hereby respectfully requests the Chief of the Division of Oil and Gas Resources Management (“Division”) to issue an order authorizing Equinor to operate the Unitized Formation and applicable land area in Monroe County, Ohio (hereinafter, the “Schindler S #4 Unit”) as a unit according to the Unit Plan attached hereto and as more fully described herein. Equinor 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**

Equinor is a corporation organized under the laws of the State of Delaware, with its principal office located at 2107 CityWest Boulevard, Suite 100, Houston, Texas 77042. Equinor is registered as an “owner” with the Division and is in good standing with the Division.

Equinor 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
James A. Carr II
Mark A. Hylton
Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street
P. O. Box 1008
Columbus, Ohio 43216-1008
Tel. (614) 464-6400
E-mail: gdrussell@vorys.com
jacarr@vorys.com
mahylton@vorys.com

Casey Quast
Principal Landman
Equinor USA Onshore Properties Inc.
2107 CityWest Boulevard
Suite 100
Houston, Texas 77042
Tel. (713) 579-9814
Email: cquast@equinor.com

II. PROJECT DESCRIPTION

The Schindler S #4 Unit is located in Monroe County, Ohio, and consists of fifty-three (53) 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 Schindler S #4 Unit is approximately 504.4916 acres¹ and, at the time of this Application, Equinor and the other committed working interest owner have the right to drill on and produce from 465.2469 acres of the proposed unit – i.e., more than 92% of the unit area, which is well above the sixty-five percent (65%) threshold required by R.C. 1509.28. Equinor seeks a unit order because there are unleased and uncommitted tracts within the Schindler S #4 Unit as well as tracts whose ownership may be in question.

Overall, Equinor seeks this unit order to allow it to develop the entirety of the Schindler S #4 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, Equinor seeks authorization from the Division, as more specifically described herein, to drill and complete one (1) horizontal well(s) in the Unitized Formation, from a well pad located outside the northwest corner of the unit to efficiently test, develop, operate and produce the Unitized Formation for oil, natural gas, and related liquids production.

Equinor'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.

¹ Acreage in the Schindler S #4 Unit was calculated using geographic information system (GIS) data.

III.
THE CHIEF SHOULD GRANT THIS APPLICATION

A Contents of Application

Pursuant to the Division's *Unitization Application Procedural Guideline* (dated February 1, 2022), 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 9.²
3. A summary of the request for unitization that includes all of the following information:
 - a. A statement describing the reasons why unitization is necessary;
 - b. A description of the plan for development of the unit;
 - c. An identification of the geologic formation(s) to be developed;
 - d. An identification of the amount of acreage included in the unit and how the acreage was determined;
 - e. An estimate of the value of the recovery and net PV10 of oil and gas for each well proposed to be drilled in the unit area;
 - f. An estimate of the cost to drill and operate each well in the proposed unit, including an explanation of what costs are included in the estimate; and
 - g. A designated contact person for the applicant for communication purposes with the Division, including legal counsel for the applicant (if applicable).
 - See entirety of this Application, and in particular Sections II and III(C).
4. A plat map of the unit that identifies the counties, townships, section numbers, parcel boundaries, and all parcels in the unit, including the tract and corresponding parcel number.
 - See Exhibit A-1 to the Unit Operating Agreement.
5. A list identifying all mineral owners in the proposed unit, leased or unleased, that includes the name, current address, parcel number, and respective acreage of each mineral owner. If a mineral owner is a corporation or other business entity, the name of a contact person within that corporation or business.
 - See Exhibit A-2 to the Unit Operating Agreement.
6. A list identifying all unleased mineral owners that includes the name, current address, parcel number, and respective acreage of each unleased mineral owner. If an unleased mineral owner is a corporation or other business entity, the name of a contact person within that corporation or business.
 - See Exhibit A-3 to the Unit Operating Agreement.

² References to Exhibit 1 through Exhibit 11 refer to those exhibits in Attachment 2.

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:
 - a. The boundary of the proposed unit area;
 - b. The total acreage of the proposed unit area;
 - c. The proposed location of the well pad(s) and wells to be drilled that complies with state setback and spacing requirements;
 - d. The tracts of land within the unit area that are leased to the applicant, shown in yellow;
 - e. The tracts of land within the unit area that are unleased, shown in red;
 - f. The tracts of land within the unit area that are leased to other operators (i.e., uncommitted working interest owners), including an identification of the operators, shown in green;
 - g. A 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;
 - h. Identification of each tract within the unit area by parcel number of a size that is legible; and
 - i. The scale.
 - See Exhibit 3.
12. An aerial photograph of a size that is legible that shows all of the following:
 - a. The boundary of the proposed unit area;
 - b. The proposed location of the well pad(s) and wells to be drilled;
 - c. The tracts of land within the proposed unit area that are unleased outlined in red;

- d. Identification of each tract within the unit area by tract number and corresponding parcel number of a size that is legible; and
 - e. The scale.
 - See Exhibit 4.
- 13. A gamma ray-density or gamma-ray resistivity geophysical type log identifying the proposed geological formations to be produced.
 - See Exhibit 1.
- 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.
 - a. See Exhibit 5.
- 17. An exhibit showing the locations and distances of the well(s) to the proposed unit area and an identification of the well(s) by name, permit number, lateral length, and production start date that reserve calculations were based upon.
 - See Exhibit 7.
- 18. An affidavit attesting to attempts to lease the unleased mineral owners and the attempts to commit working interest owners and an exhibit in the form of a spreadsheet that shows the attempts to lease the unleased mineral owners and the attempts to commit working interest owners that includes:
 - a. The tract number and parcel number;
 - b. The mineral owner's name;
 - c. The dates of all attempts;
 - d. The address at which the contact was made or attempted;
 - e. The person who was contacted, how contact was made, and by whom;
 - f. The response given by the unleased mineral owner when contacted; and
 - g. Any joint venture or farmout proposal to another operator, if applicable.
 - See Exhibit 8.
- 19. An affidavit attesting that the applicant acted with due diligence to identify all mineral interest owners and their current addresses within the proposed unit.
 - See Exhibit 10.

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

- See Attachment 1.

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

- a. Not applicable.

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

- a. 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.

Equinor 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. Equinor’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 a stratigraphic interval that is from the top of the Utica Shale formation to 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. 1509.28.³ 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 Schindler S #4 Unit. The Unit Plan contemplates the potential drilling of one (1) horizontal well(s) 18,134 feet in completed lateral length.⁴ Equinor estimates that operations under the requested unit order will substantially increase the ultimate resource recovery from this unit if the well(s) is drilled by approximately 20.850 BCFe of natural gas from the Unitized Formation.⁵ Absent an order authorizing unit operations, Equinor would not be able to develop the Unitized Formation beneath the proposed Schindler S #4 Unit, leaving that 20.850 BCFe of natural gas stranded.

³ 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).

⁴ See Exhibit 3.

⁵ 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.

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 20.850 BCFe of natural gas referred to above) has an estimated net present value (discounted at a 10% rate) of approximately \$9.962 million and an estimated undiscounted value of \$22.787 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.⁶ 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 \$19.453 million, and the estimated total operating costs will be approximately \$11.830 million.

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

The Unit Plan proposed by Equinor 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.⁷

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

⁶ *Id.*

⁷ See Attachment 1 generally.

unit. R.C. 1509.28(A). That threshold level is met here. See Exhibit 9. Accordingly, Equinor respectfully requests that the Division schedule a hearing on this Application.

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. Equinor 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). Equinor therefore asks the Chief to issue an order authorizing Equinor to operate the Schindler S #4 Unit according to the Unit Plan attached hereto.

Respectfully submitted,

s/James A. Carr II

Gregory D. Russell (0059718)

James A. Carr II (0084114)

Mark A. Hylton (0088384)

Vorys, Sater, Seymour and Pease LLP

52 East Gay Street

P. O. Box 1008

Columbus, Ohio 43216-1008

Attorneys for Applicant,

Equinor USA Onshore Properties Inc.

PLAN FOR UNIT OPERATIONS
SCHINDLER S #4 UNIT
OHIO AND SALEM TOWNSHIP(S)
MONROE COUNTY, OHIO

The following shall constitute the Plan for Unit Operations applicable to the Schindler S #4 Unit in Ohio and Salem Township(s), 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 Schindler S #4 Unit in Ohio and Salem Township(s), 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 at a stratigraphic interval that is from the top of the Utica Shale formation to the top of the Trenton Limestone formation.

Unit Operating Agreement means the modified A.A.P.L. Form 610-2015 Model Form Operating Agreement that is attached hereto and incorporated herein by reference as if fully rewritten herein and to which all Working Interest Owners are deemed to be parties; provided, however, that in the event two or more Working Interest Owners have agreed to a separate joint operating agreement relating to the supervision and conduct of unit operations contemplated herein, such operating agreement shall control. The Unit Operating Agreement contains provisions for credits and charges among Working Interest Owners for their respective investments in, and expenses for, Unit Operations, including a provision, if necessary, for carrying any Person unable or electing not to participate in Unit Operations. In addition, the Unit Operating Agreement also contains provisions relating to the supervision and conduct of Unit Operations and the manner in which Working Interest Owners may vote. In the event of a conflict between the terms of the Unit Operating Agreement and the other terms of this Plan, excluding the Unit Operating Agreement, such other terms of this Plan shall govern.

Unit Operations are all operations conducted pursuant to this Plan.

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

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

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

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

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

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

ARTICLE 2: CREATION AND EFFECT OF UNIT

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

Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to, and may

be removed by, Working Interest Owners with the prior consent of Unit Operator. The rights and interests therein, as among Working Interest Owners, are set forth in the Unit Operating Agreement.

Continuation of Leases and Term Interests. Unit Operations conducted upon any part of the Unit Area or production of Unitized Substances from any part of the Unitized Formation, except for the purpose of determining payments to Royalty Owners, shall be considered as operations upon or production from each portion of each Tract, and such production or operations shall continue in effect each lease or term, mineral or Royalty Interest, as to all Tracts and formations covered or affected by this Plan just as if such Unit Operations had been conducted and a well had been drilled on and was producing from each portion of each Tract. Each lease shall remain in full force and effect from the date of execution hereof until the Effective Date, and thereafter in accordance with its terms and this Plan.

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

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

ARTICLE 3: UNIT OPERATIONS

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

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

ARTICLE 4: TRACT PARTICIPATIONS

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

ARTICLE 5: ALLOCATION OF UNITIZED SUBSTANCES

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

Distribution Within Tracts. The Unitized Substances allocated to each Tract or portion thereof shall be distributed among, or accounted for to, the Persons entitled to share in the production from such Tract or portion thereof in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this Plan not been entered into, and with the same legal effect. If any Oil and Gas Rights in a Tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated

to the Tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tract. Any royalty or other payment which depends upon per well production or pipeline runs from a well or wells on a Tract shall, after the Effective Date, be determined by dividing the Unitized Substances allocated to the Tract by the number of wells on the Tract capable of producing Unitized Substances on the Effective Date; however, if any Tract has no well thereon capable of producing Unitized Substances on the Effective Date, the Tract shall, for the purpose of this determination, be deemed to have one (1) such well thereon.

ARTICLE 6: USE OR LOSS OF UNITIZED SUBSTANCES

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

Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations, including without limitation the testing of the productivity of any wells drilled in the Unit Area. Royalty payments shall be made to Unleased Mineral Owners beginning with the initial distribution date for production of Unitized Substances from any well within the Schindler S #4 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 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 Schindler S #4 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 Schindler S #4 Unit, owned by a non-consenting Unleased Mineral Owner.

ARTICLE 9: CHANGE OF TITLE

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

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

ARTICLE 10: RELATIONSHIPS OF PERSONS

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

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

ARTICLE 11: EFFECTIVE DATE

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

ARTICLE 12: TERM

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

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

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

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

ARTICLE 13: APPROVAL

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

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

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

ARTICLE 14: MISCELLANEOUS

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

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

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

2
3
4 MODEL FORM OPERATING AGREEMENT

5
6
7
8
9
10
11
12 OPERATING AGREEMENT

13 DATED

14 December 12, 2022

15
16
17
18 OPERATOR: Equinor USA Onshore Properties Inc.

19 CONTRACT AREA: The lands shown on the plat attached as Exhibit A-1 and described on Exhibit A-2 and generally known as the
20 Schindler S #4 Unit.

21
22
23 COUNTY OR PARISH OF Monroe, STATE OF Ohio

24
25
26
27 COPYRIGHT 2015 – ALL RIGHTS RESERVED
28 AMERICAN ASSOCIATION OF PROFESSIONAL LANDMEN,
29 800 FOURNIER STREET, FORT WORTH, TEXAS, 76102, APPROVED FORM.

30
31 A.A.P.L. NO. 610 – 2015

33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89

OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between Equinor USA Onshore Properties Inc., 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:

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. An AFE is not a contractual commitment. Rather it is only an estimate, made in good faith.

B. The term "Affiliate" shall mean for a person, another person that controls, is controlled by, or is under common control with that person. For purposes of this definition, "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 a partnership interest), and "person" means an individual, corporation, partnership, trust, estate, unincorporated organization, association, or legal entity.

C. "Completion" or "Complete" shall mean a single operation intended to complete a well as a well capable of producing Oil or Gas in one or more Zones, including, but not limited to, the setting of production casing, perforating, well stimulation, **the running of initial tubing** and production testing conducted in such operation.

D. The term "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.

E. 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."

F. 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. "Deepen" shall not refer or apply to an operation involving the Extension of a Lateral.

G. The term "Displacement" shall have the same meaning as the term defined by the state regulatory agency having jurisdiction over the Contract Area, in the absence of which the term shall otherwise means mean the length of a Lateral.

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

I. The term "Drillsite" shall mean the Oil and Gas Lease or Oil and Gas Interest on which a proposed well is to be located. When used in connection with a Horizontal Well, the term "Drillsite" shall mean (i) the surface hole location, and (ii) the Oil and Gas Leases or Oil and Gas Interests within the Drilling Unit on or under which the wellbore, including the Lateral, is located.

J. The term "Extension" or "Extend" shall mean an operation related to a Horizontal Well whereby a Lateral is drilled in the same Zone to a ~~Displacement Terminus~~ greater than (i) the ~~Displacement Terminus~~ contained in the proposal for such operation approved by the Consenting Parties, or (ii) the ~~Displacement Terminus~~ to which the Lateral was drilled pursuant to a previous proposal.

K. The term "Horizontal Rig Move-On Period" shall mean the number of days after the date of rig release of a Spudder Rig until the date a rig capable of drilling a Horizontal Well to its Total Measured Depth has moved onto location.

L. The term "Horizontal Well" shall have the same meaning as the term defined by the state regulatory agency having jurisdiction over the Contract Area, in the absence of which the term shall mean a well containing one or more Laterals which are drilled, Completed or Recompleted in a manner in which the horizontal component of the Completion interval (1) extends at least one hundred feet (100') in the objective formation(s) and (2) exceeds the vertical component of the Completion interval in the objective formation(s).

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

N. The term "Lateral" shall mean that portion of a wellbore of a Horizontal Well between the point at which the wellbore initially penetrates the objective Zone and the Terminus.

O. 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.

P. The term "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

Q. 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.

R. 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.

S. 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.

T. 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. When used in connection with a Horizontal Well, the term "Plug Back" shall mean an operation to test or Complete the well at a stratigraphically shallower Zone in which the operation has been or is being Completed and which is not in an existing Lateral.

U. 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.

V. 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, **acidization, re-fracing in the same Zone, adding perforations or re-perforating, or any other** well stimulation operations but exclude any Workover or drilling, Sidetracking, Deepening, Completing, Recompleting, or Plugging Back of a well.

W. The term "Sidetrack" shall mean the directional control and intentional deviation of a well from vertical so as to change the bottom hole location unless done to straighten the hole or drill around junk in the hole to overcome other mechanical difficulties. When used in connection with a Horizontal Well, the term "Sidetrack" shall mean the directional control and deviation of a well outside the existing Lateral(s) so as to change the Zone or the direction of a Lateral from the approved proposal unless done to straighten the hole or drill around junk in the hole or to overcome other mechanical difficulties.

X. The term "Spudder Rig" shall mean a drilling rig utilized only for drilling all or part of the vertical component of a Horizontal Well; a rig used only for setting conductor pipe shall not be considered a Spudder Rig.

Y. The term "Terminus" shall have the same meaning as the term defined by the state regulatory agency having jurisdiction over the Contract Area, in the absence of which the term shall mean the furthest point drilled in the Lateral.

Z. The term "Total Measured Depth", when used in connection with a Horizontal Well, shall mean the distance from the surface of the ground to the Terminus, as measured along and including the vertical component of the well and Lateral(s). When the proposed operation(s) is the drilling of, or operation on, a Horizontal Well, the terms "depth" or "total depth" wherever used in this agreement shall be deemed to read "Total Measured Depth" insofar as it applies to such well.

AA. The term "Vertical Well" shall mean a well drilled, Completed or Recompleted other than a Horizontal Well.

BB. The term "Workover" shall mean ~~routine maintenance or repair work. Such operations include, but are not limited to, the installation, repair or modification of surface equipment, safety installations, communication arrays or any other miscellaneous gas processing equipment, wellbore cleanouts and deliquification projects conducted to restore or maintain the well production profile of a well then capable of producing in paying quantities, preemptive well defense operations used to mitigate potential impacts of impending offset fracture stimulations, including operations that involve injecting fluids or gas into a well then capable of producing in paying quantities, or any other maintenance or repair work performed on a well but does not include a Rework operation.~~

CC. 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.

DD. The term "Unit Order" shall mean the order providing for the unit operation of the Schindler S #4 Unit issued by Ohio's Division of Oil and Gas Resources Management under R.C. 1509.28, if any.

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.

[SCRIVENER'S INSTRUCTION: Be careful to check the applicable leases and state statute and/or regulation for possible conflicting definitions]

II. EXHIBITS

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

A. Exhibit "A," - **shall also mean all sub-exhibits as appropriate, including Exhibits "A-1", "A-2", "A-3", "A-4", A-5", and "A-6",** and 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~~ **Owner(s) of Oil and Gas Interests subject to this agreement. (also included on Exhibit "A-2" and "A-6")**
- ~~(6) Burdens on production.~~
- (7) Addresses of parties for notice purposes (also included on Exhibit "A-2, A-3, A-4, A-5, & A-6")**

B. Exhibit "B-1", Form of Lease **and "B-2", Memorandum 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. Compliance With Affirmative Action Laws~~

143 G. Exhibit “G,” Tax Partnership

144 H. Other: **Model Form Recording Supplement to Operating Agreement & Financing Statement**

145 If any provision of any exhibit, except Exhibits "E," **and** "F", and “G” are **is** inconsistent with any provision contained in the body of this agreement,
146 the provisions in the body of this agreement shall prevail.

147 **III. INTERESTS OF PARTIES**

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

149 If any party owns, **or hereafter acquires**, an Oil and Gas Interest in the Contract Area, **unless such Oil and Gas Interest is already covered by**
150 **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
151 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
152 in such lease and the interest of the lessee thereunder.

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

154 Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment
155 and materials acquired in operations conducted under this agreement shall be owned, by the parties as their interests are set forth in Exhibit "A." In
156 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
157 other burdens on production as described hereafter. Operator shall amend Exhibit “A,” from time to time, in order to correct mistakes therein or to
158 reflect changes in ownership within the Contract Area. Operator’s duty to amend Exhibit “A” shall be subject to the following:

159 1. If such amendment is a correction of the initial Exhibit “A,” it shall be effective, retroactively as of the effective date of this
160 agreement. If such amendment reflects a change occurring after the effective date of this agreement, it shall be effective, retroactively, as of
161 the effective date of such change. In either event, if the amendment changes the interests of any parties in the Contract Area, the accounts of
162 the affected parties shall be thus adjusted.

163 2. If a proposed amendment to Exhibit “A” involves only one of the parties, Operator shall amend Exhibit “A,” upon the written consent
164 of such affected party.

165 3. If a proposed amendment to Exhibit “A” results in an increase or decrease in the percentage of ownership of one or more parties,
166 Operator shall amend Exhibit “A” upon the written consent of all affected parties.

167 4. If any party affected by a proposed amendment to Exhibit “A” fails to give written consent to such amendment, Operator may
168 nevertheless make such amendment, in order to conform Exhibit “A” to ownership as reflected in an opinion issued by a licensed attorney,
169 who is neither an employee of a party that is affected by the amendment nor of any Affiliate of such party. Such amendment shall be binding
170 upon the parties until and unless determined otherwise pursuant to Article III.B.6.

171 5. Whenever any amendment is made to Exhibit “A,” Operator shall promptly furnish each party with a copy of the amended Exhibit
172 “A,” together with a copy of the attorney’s opinion upon which such amendment is based, when applicable, irrespective of whether such
173 party is affected by the amendment.

174 6. Any party who has not consented to an amendment to Exhibit “A,” may pursue litigation as to the validity of the basis for
175 the amendment in a court of competent jurisdiction, by joining all other affected parties as parties to such litigation. If such litigation results
176 in a determination which is contrary to the amendment, Operator shall conform Exhibit “A” to such determination, retroactive to the effective
177 date determined pursuant to Article III.B.1, and the accounts of the affected parties shall be thus adjusted.

178 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
179 except as otherwise expressly provided in this agreement, each party shall pay or deliver, or cause to be paid or delivered:

180 ☒ Option No. 1 : all burdens on its share of the production from the Contract Area up to, but not in excess of **those burdens in Oil and Gas**
181 **Leases or Oil and Gas Interests contributed by such party hereto** and shall indemnify, defend and hold the other parties free from any liability
182 therefor. Except as otherwise expressly provided in this agreement, if any party has contributed hereto any Lease or Interest which is burdened with
183 any royalty, overriding royalty, production payment or other burden on production in excess of the amounts stipulated above, such party so burdened
184 shall assume and alone bear all such excess obligations and shall indemnify, defend and hold the other parties hereto harmless from any and all
185 claims attributable to such excess burden.

186 ☐ Option No. 2 : all burdens on its share of production from the Contract Area except Subsequently Created Interests of other parties to this
187 agreement.

188 Notwithstanding anything set forth in this Article III.B above, as long as the Drilling Unit for the productive Zone(s) is identical with the Contract
189 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
190 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
191 liability therefor.

192 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
193 such other party's lessor or royalty owner should demand and receive settlement on a higher price basis, the party contributing the affected Lease
194 shall bear the additional royalty burden attributable to such higher price.

195 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
196 more parties contribute to this agreement jointly owned Leases, the parties' undivided interests in said Leaseholds shall be deemed separate
197 leasehold interests for the purposes of this agreement.

198 **C. Subsequently Created Interests:**

199 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,
200 or if, after the date of this agreement, any party creates an overriding royalty, production payment, net profits interest, assignment of production or
201 other burden payable out of production attributable to its working interest hereunder, such burden shall be deemed a "Subsequently Created
202 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 shown on Exhibit "A," such burden also shall be deemed a Subsequently Created Interest; provided, however, that, if Option 1 of Article III.B is applicable, such burden shall be deemed a Subsequently Created Interest only to the extent such burden causes the burdens on such party's Lease or Interest to exceed the amount stipulated in said Option 1.

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.

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 Consenting Parties so request or Operator so elects, title examination shall be made on the entire Drilling Unit, or maximum anticipated Drilling Unit, of the well. ~~The opinion title examination will include~~ **produce a title opinion that** includes 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 Consenting Party **within thirty (30) days of request**. Costs incurred by Operator in procuring abstracts, fees paid outside attorneys and outside landmen for title examination (including preliminary, supplemental, shut-in royalty opinions and division order title opinions), title curative, and other direct charges as provided in Exhibit "C" shall be borne by the Consenting Parties in the proportion that the interest of each Consenting Party bears to the total interest of all Consenting Parties. Operator shall make no charge for services rendered by its staff attorneys, staff landmen or other personnel in the performance of the above functions.

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

No well shall be drilled on the Contract Area until after (1) the title to the Drillsite or Drilling Unit, if appropriate, has been examined as above provided, and (2) the title has been approved by the examining attorney or title has been accepted by Operator.

B. Loss or Failure of Title:

1. Failure of Title: A failure of title shall occur when an Oil and Gas Interest or Oil and Gas Lease contributed by a party is determined to be invalid as of the effective date of this agreement, or to cover a lesser interest or less lands (as to aerial extent or Zones) during the term of this agreement, unless such limitations are disclosed on Exhibit "A" **or are provided by statute**. Should any Oil and Gas Interest or Oil and Gas Lease be lost through failure of title, which results in a reduction of interest from that shown on Exhibit "A," the party credited with contributing the affected Lease or Interest (including, if applicable, a successor in interest to such party) shall have ninety (90) days from final determination of title failure **and written notice thereof** to acquire a new lease or other instrument curing the entirety of the title failure, which acquisition will not be subject to Article VIII.B., and failing to do so, this agreement, nevertheless, shall continue in force as to all remaining Oil and Gas Leases and Interests; and,

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

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

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

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

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

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

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

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

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

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

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

3. Other Losses : All losses of Leases or Interests committed to this agreement, other than those set forth in Articles 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 Exhibit "A." Losses included in this Article IV.B.3. shall include but not be limited to the loss of any Lease or Interest (or portion thereof) through failure to develop or because express or implied covenants have not been performed (other than performance which requires only the payment of money which is addressed in IV.B.2. above), operation of an express term in the Lease or Interest, or the loss of any Lease by expiration at the end of its primary term if it is not renewed or extended as provided in Article VIII.B. 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.

V. OPERATOR

A. Designation and Responsibilities of Operator:

Equinor USA Onshore Properties Inc. shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations conducted under this agreement as permitted and required by, and within the limits of this agreement. Operatorship is neither assignable nor forfeited except in accordance with the provisions of this Article V. 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, except that Non-Operators hereby designate and appoint Operator as their agent and attorney-in-fact for the sole purpose of executing, filing for approval by a governmental agency as required under applicable law or regulation, and recording a declaration of pooling or communitization agreement to effectuate the pooling or communitization of the Oil and Gas Leases (to the extent legally allowed under their respective terms and conditions) and/or Oil and Gas Interests **whether or not required** to conform with a spacing order of a governmental agency having jurisdiction over any portion of the Contract Area. However, said agency authority shall only be exercised by Operator after providing written notice including a copy of the proposed pooling declaration or communitization agreement to Non-Operators, and shall be binding upon any Non-Operator failing to provide to Operator a written objection within ten (10) days after receipt of such notice. Operator shall conduct its activities under this agreement as a reasonably 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. However, in no event shall it have any liability as Operator to the other parties for losses sustained or liabilities incurred in connection with authorized or approved operations under this agreement except such as may result from gross negligence or willful misconduct, **provided that for the avoidance of doubt, Operator shall not be released from liability for its breach of any express financial or administrative obligation under this agreement.**

The Operator shall own an interest in the Contract Area except as provided in this Article V.A and subject to the provisions of Article V.B.5. A non-owning operator may serve as Operator but, as a condition precedent to serving as Operator, the putative non-owning operator and the Non-Operators must enter into a separate agreement, or insert Article XVI provisions to this agreement, to govern the relationship between them. Unless such separate agreement or Article XVI provisions provide otherwise, said non-owning operator shall be bound by all terms and conditions of this agreement applicable to Operator. The failure of a non-owning operator and Non-Operators to enter into such a separate agreement or such Article XVI provisions shall disqualify said non-owning operator from serving as Operator, and a party owning an interest in the Contract Area must instead be designated as Operator.

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

1. Voluntary Resignation of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators.

2. Events Deemed Resignation of Operator: If, after the effective date of this agreement, Operator (i) terminates its legal existence, (ii) sells, transfers or has a loss of title to ~~more than~~ **100%** of its **working** interest in the Contract Area as shown on Exhibit "A," or (iii) is no longer capable of serving as Operator, then Operator shall be deemed to have resigned without any action by Non-Operators, except for the selection of a successor Operator. A change of a corporate name or type of business entity of Operator shall not be deemed resignation of Operator.

3. Effect of Bankruptcy: If Operator becomes insolvent, bankrupt or is placed in receivership **(other than by virtue of a voluntary petition filed under Chapter 11 of the United States Bankruptcy Code)**, it shall be deemed to have resigned without any action by Non-

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

4. Removal of Operator: Except as provided in Article V.B.5., an Operator that has not voluntarily resigned and is not deemed to have resigned 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 **and any of Operator's affiliates**. Such vote shall not be effective until a written notice has been delivered to Operator by a Non-Operator detailing the alleged default and Operator has failed to cure the default within thirty (30) days from its receipt of the notice or, if the default concerns an operation then being conducted, within forty-eight (48) hours of its receipt of the notice. For purposes hereof, "good cause" shall include, but not be limited to Operator's (i) gross negligence or willful misconduct; (ii) the material breach of or inability to meet the standards of operation contained in Article V.A. or (iii) material failure or inability to perform its obligations or duties under this agreement.

5. Non-Owning Operator: Unless the parties have otherwise agreed, a non-owning Operator may be removed at any time, with or without cause, by the affirmative vote of parties owning a majority **working** interest based on ownership as shown on Exhibit "A." Moreover, if good cause for removal of such non-owning Operator, as defined in Article V.B.4., exists, the non-owning Operator may be removed by the affirmative vote of Non-Operators owning a majority **working** interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of any non-operator who is an Affiliate of non-owning Operator following the procedure set out in Article V.B.4.

6. 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 by the affirmative vote of one (1) or more parties owning a majority **working** interest based on ownership as shown on Exhibit "A" including the vote(s) of the former Operator and/or any transferee(s) of the former Operator's **working** interest, to the extent that they are owners within the contract area; provided, however, if an Operator which has been removed or is deemed to have resigned fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of the party or parties owning a majority **working** interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of the Operator that was removed or resigned. In the event that such vote results in a tie, the candidate supported by the former Operator or the majority of its transferee(s), shall become the successor Operator. 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.

7. Effective Date and Time of Resignation or Removal of Operator: In the event of the resignation or removal of Operator, pursuant to any of Articles V.B.1-B.5, such resignation or removal shall become effective on the earlier of:

- (a) The time and date that a successor Operator has been selected pursuant to Article V.B.6, and assumes the duties of Operator; or
- (b) 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, the event deemed to be Operator's resignation or action by the Non-Operators to remove Operator.

Thereafter, the former Operator shall be bound by the terms hereof as a Non-Operator to the extent it continues to be a party hereto.

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 by the Operator, and all such employees or contractors shall be the employees or contractors of Operator.

D. Rights and Duties of Operator:

1. Competitive Rates and Use of Affiliates: All ~~wells drilled operations~~ **operations** on the Contract Area shall be ~~drilled and operated~~ **conducted** on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in the drilling **and operations** of wells, but its charges therefor shall not exceed the **range of rates** prevailing ~~rates~~ **in the area at the time of operations** and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, 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 an Affiliate of Operator shall be performed or supplied at competitive rates, ~~pursuant to written agreement~~, and in accordance with customs and standards prevailing in the industry.

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

3. Protection from Liens : Operator shall pay, or cause to be paid, as and when they become due and payable, all accounts 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~~ **will maintain a separate accounts account** for the funds of ~~each Non-Operators~~ **Operator** unless the parties otherwise specifically agree. **If funds are advanced or paid to Operator for the drilling of a well, Operator shall promptly reimburse all unused funds previously advanced or paid by the Non-Operators for the drilling of the well to each Non-Operator who advanced or paid such unused funds if the well is not spud with a rig capable of reaching total depth within ninety (90) days of receipt of advanced or paid funds.**

5. Access to Contract Area and Records:

(a) Except as otherwise provided herein, Operator shall permit each Consenting Party or its duly authorized representative, at the Consenting Party's 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 under this agreement 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 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. **At Operator's discretion, any information provided hereunder by Operator to a Non-Operator shall be subject to a mutually agreed upon confidentiality agreement excluding information that: (a) is demonstrably in the public domain; (b) was available to Non-Operator thereof on a non-confidential basis prior to receipt from Operator or Operator's representative; (c) becomes available to Non-Operator on a non-confidential basis from a source other than Operator or Operator's representatives (provided that such source is not known by Non-Operator to be itself bound by an applicable, effective confidentiality agreement); (d) after being provided to Non-Operator entered the public domain without any breach or fault of Non-Operator; (e) is required to be disclosed under court or governmental order including orders of administrative agencies (provided that Non-Operator shall provide reasonable advance notice to Operator so as to permit said Operator to avoid or minimize disclosure by protective order or agreement or otherwise); (f) is developed independently by either Party, as evidenced by the written records of such Party; (g) is required to be disclosed by applicable law or regulation, including court rules and the rules of civil procedure (provided that Non-Operator shall provide reasonable advance notice to Operator so as to permit said Operator the opportunity to avoid or minimize disclosure by protective order or agreement or otherwise); or (h) is required by the rules of any national securities exchange or quotation system.**

(b) With the exception of the information required to be furnished by Operator pursuant to Article V.D.5(c) or VI.B.2(d), a Non-Consenting Party is neither entitled by virtue of this agreement to, nor may compel Operator or any Consenting Party to provide, access to the well location and information and reports (or parts thereof) solely relating to such non-consented operation until the earlier of full recoupment by, or payment to, the Consenting Parties of the amounts provided for in Article VI.B.2(b) (i) or two (2) years following the date the non-consented operation was commenced. Thereafter, Operator shall promptly furnish such access, information and reports upon receipt of a written request from the Non-Consenting Party.

(c) 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" or other agreement of the parties. Except as provided in Article VII.D.1, prior to a payout, a Non-Consenting Party shall be entitled to review the joint account records pertaining to a non-consented operation to the extent necessary to conduct an audit of the payout account. Any such review shall be conducted in accordance with Exhibit "C" or other agreement of the parties.

6. Filing and Furnishing Governmental Reports: Operator will file, and upon written request promptly furnish copies to each requesting Non-Operator 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. All such filings shall be made in accordance with the provisions of this agreement. 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:

(a) Operator will use reasonable efforts to promptly advise Non-Operators of the date on which drilling operations are commenced.

(b) Subject to the provisions of Article V.B.5, Operator will send to the Consenting Parties such reports, test results and notices regarding the progress of operations on the well as the Consenting Parties shall reasonably request, including, but not limited to, daily drilling reports, completion reports, and well logs.

(c) Operator shall adequately test all Zones encountered that are within the Contract Area 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.

(d) For any Horizontal Well drilled under this agreement, Operator shall drill such well to the objective Zone(s) and drill the Lateral in the Zone(s) ~~to the proposed Displacement and depths contemplated under the proposal~~ unless drilling operations are terminated pursuant to Article VI.G, **the consenting parties agree otherwise pursuant to Article VI(B)(2)(b)(ii)** or Operator deems further drilling is ~~neither justified nor required. wasteful, imprudent or unsafe.~~

8. Cost Estimates: Upon written 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.

VI. DRILLING AND DEVELOPMENT

A. Initial Well:

On or before ~~***DRILLING START DATE~~, Operator shall commence operations for the drilling of the Initial Well at the following location (if a Horizontal Well, surface and Terminus/Termini of the Lateral(s)): **Operator anticipates commencing the drilling of the Initial Well within one (1) year of the effective date of the Unit Order** and shall thereafter continue the drilling of the well (horizontally if a Horizontal Well) with due diligence to ~~the measured depth of *** FOOTAGE~~ **to adequately test the Utica/Point Pleasant.** 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.G. as to termination of operations and Article XI as to occurrence of force majeure.

B. Subsequent Operations:

1. Proposed Operations: If any party, **other than a party that is in default hereunder and has received a notice of such default from another party**, hereto should desire to drill any well under this agreement 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 a written proposal of the 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 as to a Vertical Well) specifying: (a) as relating to a Vertical Well, (1) that the proposed operation is a Vertical Well operation; (2) drilling and Completion plans specifying the proposed: (i) depth, (ii) surface and, if deviated, bottom hole locations, **and** (iii) objective Zone, ~~(iv) utilization and scheduling of rig(s) (drilling and Completion), and (v) stimulation operations, staging and sizing~~; and (3) estimated drilling and Completion costs as set forth in an AFE; or (b) as relating to a Horizontal Well, (1) that the proposed operation is a Horizontal Well operation; (2) include drilling and Completion plans specifying the proposed: (i) Total Measured Depth(s), (ii) surface hole location(s), **and** (iii) Terminus/Termini ~~(iv) Displacement(s), (v) utilization and scheduling of rig(s) (Spudder Rig, drilling and Completion), and (vi) stimulation operations, staging and sizing~~; and (3) estimated drilling and Completion costs as set forth in an AFE. 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 and the response period shall be limited to forty-eight (48) hours, exclusive 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 **regardless of whether such proposed operation is commenced or completed prior to the expiration of such period**. 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.

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 Consenting 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 pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement. **Nothing herein contained shall prohibit Operator or the participating parties from actually commencing the proposed operation before the expiration of the notice period, nor shall the timing of 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, and the time permitted for such a response shall not exceed a total of forty-eight (48) hours (exclusive 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 **and all liabilities arising out 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.F.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. **200%** 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% 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 proposed operation; and
- ii. **400%** 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 **400%** 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 in the proposed operation.

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 **or with respect to a Horizontal Well, the Total Measured Depth**, 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 **400%** 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 **first day of the calendar month day** following the **month in 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.G., stand-by costs incurred pending response to a party's notice proposing a Reworking, Sidetracking, Deepening, Recompleting, Plugging Back, Completing or Extension operation in such a well (including the period required under Article VI.B.7. 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"). A Vertical 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.G.

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. Extension: If, in the event that during actual drilling operations on the Lateral and prior to reaching the **Terminus Displacement** specified in an approved proposal for a Horizontal Well (the "Approved Displacement"), Operator desires an Extension of the Lateral more than **1500 feet (measured in feet)** beyond the Approved **Terminus Displacement**, Operator shall give the Consenting Parties written notice of such intent to Extend, together with the estimated costs, not less than 24 hours before Operator estimates reaching the Approved **Terminus Displacement**. Unless at least **two or more parties controlling at least 51% or one party controlling at least 60% of the interest of the Consenting Parties participate in such operation** ~~% interest of the Consenting Parties~~ provide written notice of their consent to the Extension within 48 hours of receipt of such notice, Operator shall not Extend the Lateral beyond the Approved **Terminus Displacement** and will proceed with Completion in accordance with the latest approved proposal and applicable terms and conditions of this agreement. Failure of a Consenting Party to respond to such notice shall be deemed a rejection. If **two or more parties controlling at least 51% or one party controlling at least 60% of the interest of the Consenting Parties participate in such operation** ~~51% interest of the Consenting Parties~~ ~~or more~~ consent, the Extension shall be deemed approved and binding upon all Consenting Parties.

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

to participate in such operation or to relinquish interest in the affected well pursuant to the provisions of Article VI.B.2.; failure by a party to deliver notice within such period shall be deemed an election not to participate in the prevailing proposal.

8. 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, including such well having been approved as an exception to the existing well pattern for such Zone by the regulatory agency having jurisdiction thereof.

9. Paying Wells: No party shall conduct any Reworking, Deepening, Plugging Back, Completion, Recompletion, Sidetracking, or Extension 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.

10. Spudder Rigs:

(a) Within Approved Horizontal Well proposals (i.e. proposals which include an approved AFE) . If an approved Horizontal Well proposal provides that a Spudder Rig shall be utilized, and Operator desires to extend the proposed Horizontal Rig Move-On Period, Operator may obtain one or more extensions, each for a period of time not to exceed **60** days only upon notice and the affirmative vote of not less than **51%** in interest of the Consenting Parties to the drilling of the proposed well.

(b) Not Within Approved Horizontal Well proposals . If an approved Horizontal Well proposal does not provide that a Spudder Rig may be utilized, and Operator subsequently desires to utilize a Spudder Rig, Operator may utilize a Spudder Rig upon notice to the Consenting Parties (which notice shall include a Horizontal Rig Move-On Period) and the affirmative vote of not less than **51%** in interest of the Consenting Parties. Extension(s) of the Horizontal Rig Move-On Period may be requested by Operator in the same manner as provided in Article VI.B.9.(a) immediately above.

(c) Failure to meet Horizontal Rig Move-On Period . If a rig capable of drilling a Horizontal Well to its Total Measured Depth has not commenced operations within the Horizontal Rig Move-On Period, or any approved extension(s) thereof, unless **51%** in interest of the Consenting Parties agree to abandon the operation, Operator shall re-propose the well in the manner provided in Article VI.B of this agreement. Any party who was a Non-Consenting Party to the original drilling proposal shall be entitled to a new election. Costs of the operation, incurred both before and after such re-proposal, shall be borne as follows:

(1) Operator shall promptly reimburse all unused funds previously advanced for the drilling of the well to each party who advanced such unused funds;

(2) If the well's drilling operations are subsequently resumed, all costs, whether incurred before or after the re-proposal, shall be borne by the Consenting Parties to the re-proposed well; and, the Consenting Parties shall proportionately reimburse each party who consented to the original proposal but did not consent to the re-proposal such party's share of costs incurred prior to the re-proposal.

(3) If the well's drilling operations are not subsequently resumed pursuant to a re-proposal as herein provided, all costs incurred prior to the re-proposal, and all costs of abandonment, shall be borne and paid by the original Consenting Parties.

(d) Commencement of Operations . For purposes of Article VI.B., and subject to the provisions of this sub-section 10, the date a Spudder Rig commences actual drilling operations shall be considered the commencement of drilling operations of the proposed well. **"Spud" for the purposes of charging Drilling Overhead as described in Exhibit "C" Account Procedure shall be defined as the time of initial penetration of the wellbore by any rig, including a rig used to set conductor.**

11. Multi-well Pads : If multiple Horizontal Wells are drilled or proposed to be drilled from a single pad or location, the costs of such pad or location shall be allocated, and/or reallocated as necessary, to the Consenting Parties of each of the wells thereon.

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: All necessary expenditures for the drilling, Deepening or Sidetracking, testing, Completion and equipping of the well, including tankage and/or surface facilities.

☒ Option No. 2: All necessary expenditures for the drilling, Deepening or Sidetracking and testing of a Vertical 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 salvable 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.

Notwithstanding anything to the contrary, including the selection of Option 2 above, or anything else in this agreement, Option 1 shall apply to all Horizontal Wells.

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 a Workover operation or undertake the installation of artificial lift equipment or to conduct additional work with respect to a well drilled hereunder or other similar project 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 **two or more parties controlling at least 51% or one party controlling at least 60%** ~~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 (**including each party that elects not to participate in such operation**) 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. ~~Facilities other than those exclusively servicing and benefiting the Contract Area shall be governed by separate agreement.~~

E. Deviations from Approved Proposals:

If Operator, in its reasonable judgment, deviates from an approved proposal based upon information derived from facts and circumstances determined subsequent to the commencement of the operations relating to such proposal (~~including, without limitation, revision of the originally proposed Completion staging and design~~), such deviations in and of themselves will not result in liability of the Operator to the Parties.

F. Abandonment of Wells:

1. Abandonment of Dry Holes: Except for any well drilled, Deepened or Sidetracked pursuant to Article VI.B., any well which has been drilled, Deepened or Sidetracked 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 owning an interest in the well at the time of the dry hole completion proposal. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply within thirty (30) days or, if a drilling rig is on location, 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 or Deepening such well. Any party who objects to plugging and abandoning such well by notice delivered to Operator within thirty (30) days or forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays), whichever is applicable, after delivery of notice of the proposed plugging shall take over the well as of the end of such thirty (30) day or forty-eight (48) hour notice period, whichever is applicable, 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 party may propose that a well which has been completed as a producer be plugged and abandoned; provided, however, that such a well may 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 sixty (60) days of delivery of notice of proposed abandonment shall be deemed an election to consent to the proposal. If, within sixty (60) 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 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 **not be required** to 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 an 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. All such assigned interests shall be free and clear of Subsequently Created Interests. 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.F.1. or VI.F.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.F.; 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).

G. Termination of Operations:

Upon the commencement of an operation for the drilling, Reworking, Sidetracking, Plugging Back, Deepening, testing, Completion, Extension or plugging of a well, including but not limited to the Initial Well, such operation shall not be terminated without consent of parties bearing 51% 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.F. shall thereafter apply to such operation, as appropriate.

H. Taking Production in Kind:

☒ Option No. 1: Gas Balancing Agreement Attached

Each party shall **have the right but not the obligation to** 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~~ **and** 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~~ **and** separately dispose of its proportionate share of the Oil ~~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 ~~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)~~ **sixty (60)** days written notice to Operator to exercise at any time its right to take in kind, ~~or~~ **and** separately dispose of, its share of all Oil or Gas not previously delivered to a purchaser. Any purchase or sale by Operator of any other party's share of Oil ~~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 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 ~~or~~ **Gas** 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.~~ **For the avoidance of doubt, all costs and fees associated with the marketing of Oil or Gas and/or the distribution of production revenues shall be borne proportionately by the parties for whom Operator is marketing such Oil or Gas and/or for whom Operator is distributing production revenues.**

All parties shall give timely written notice to Operator of their **Oil and** 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 volumes allocated to Non-Operators** ~~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 production available for sale to be allocated to it, the balancing or accounting between the parties shall be in accordance with ~~any~~ **the** 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~~

932 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
933 agreement.

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

937 **VII. EXPENDITURES AND LIABILITY OF PARTIES**

938 **A. Liability of Parties:**

939 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
940 for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the liens granted among the parties in Article
941 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
942 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
943 construed as creating, a mining or other partnership, joint venture, agency relationship or association, or to render the parties liable as partners, co-
944 venturers, or principals. In their relations with each other under this agreement, the parties shall not be considered fiduciaries or to have established
945 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,
946 however, to the obligation of the parties to act in good faith in their dealings with each other with respect to activities hereunder.

947 **B. Liens and Security Interests:**

948 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
949 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
950 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
951 agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid hereunder, the assignment
952 or relinquishment of interest in Oil and Gas Leases as required hereunder, and the proper performance of operations hereunder. Such lien and
953 security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and
954 overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming
955 subject to this agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection
956 therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from gas
957 imbalances or from the sale of Oil and/or Gas at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom,
958 and all proceeds and products of the foregoing.

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

967 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
968 **perfected lien and, subject to previously perfected liens of first priority, shall be a first and prior lien to the extent permissible under**
969 **applicable law**, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in
970 Oil and Gas Leases and Interests covered by this agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases
971 and Oil and Gas Interests covered by this agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to
972 have taken subject to the lien and security interest granted by this Article VII.B. as to all obligations attributable to such interest hereunder whether
973 or not such obligations arise before or after such interest is acquired.

974 To the extent that parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall
975 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
976 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
977 payment thereof. In addition, upon default by any party in the payment of its share of expenses, interests, fees or other financial obligations under
978 this agreement, or upon the improper use of funds by a party, the other parties shall have the right, without prejudice to other rights or remedies, to
979 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
980 interest as provided in "Exhibit C," has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such
981 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
982 stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds
983 as provided in this paragraph.

984 If any party fails to pay its share of cost within one hundred twenty (120) days after rendition of a statement therefor by Operator, the non-defaulting
985 parties, including Operator, shall upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to
986 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
987 rights described in Article VII.B., and each paying party may independently pursue any remedy available hereunder or otherwise.

988 If any party does not perform all of its obligations hereunder, and the failure to perform subjects such party to foreclosure or execution proceedings
989 pursuant to the provisions of this agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption
990 from and after the date of judgment, any required valuation or appraisal of the mortgaged or secured property prior to sale, any available right
991 to stay execution or to require a marshaling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted
992 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
993 granted hereunder, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and
994 upon reasonable notice.

995 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
996 Contract Area is situated to enforce the obligations of each party hereunder. Without limiting the generality of the foregoing, to the extent permitted
997 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
998 Contract Area is situated in order to secure the payment to Operator of any sum due hereunder for services performed or materials supplied by
999 Operator. **Contemporaneously with the execution of this agreement, the parties have executed a Memorandum of Operating Agreement,**
1000 **Mortgage, and Financing Statement in the form of Exhibit "H" attached hereto, for the purpose of giving notice to third parties of the**

existence of this agreement and of the mortgage lien and security interest created by each party, as debtor, to all other parties, as secured parties. Such Memorandum shall be recorded by Operator in any county in which the Contract Area is located.

C. Advances:

Operator, at its election, shall have the right from time to time to demand and receive from one or more of the other parties payment in advance of their respective shares of the estimated amount of the expense to be incurred ~~in operations hereunder~~ during the next succeeding month for **operations conducted hereunder** which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within thirty (30) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest as provided in Exhibit "C" until paid. ~~Proper adjustment~~ **Within sixty (60) days after such advance is received by the Operator, Operator shall be made monthly between advances and actual expense refund all or any portion of such advance that has not yet been paid to the end such that each party shall bear and pay its proportionate share of actual expenses incurred, as described in this agreement and Exhibit "C" and no more.**

D. Defaults and Remedies:

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

1. Suspension of Rights: Any party may deliver to the party in default a Notice of Default, which shall specify the default, 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 or more of the remedies provided in this Article. If the default is not cured within **sixty (60) days** of the delivery of such Notice of Default, all of the rights of the defaulting party granted by this agreement may upon notice be suspended until the default is cured, without prejudice to the right of the non-defaulting party or parties to continue to enforce the obligations of the defaulting party previously accrued or thereafter accruing under this agreement. If Operator is the party in default, the **unaffiliated** Non-Operators shall have in addition the right, by vote of **unaffiliated** Non-Operators owning a majority in interest in the Contract Area after excluding the voting interest of Operator, to appoint a new Operator effective immediately. The rights of a defaulting party that may be suspended hereunder at the election of the non-defaulting parties shall include, without limitation, the right to receive information as to any operation conducted hereunder during the period of such default, the right to **propose or** elect to participate in an operation proposed under Article VI.B. of this agreement, the right to participate in an operation being conducted under this agreement even if the party has previously elected to participate in such operation, and the right to 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 ~~sixty 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, 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 consenting 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.

Notwithstanding the foregoing, to the extent that all or any part of the risk penalty to be recovered pursuant to Article VI.B. or Article VI.C, as the case may be, in connection with the provisions of this Article VII.B.3, is determined to constitute interest on a debt, such interest shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of such debt or, if that has been paid, refunded. This provision overrides any conflicting provisions in this agreement.

4. Advance Payment: If a default is not cured within **sixty (60) days** of the delivery of a Notice of Default, Operator, or **unaffiliated** 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,

1071 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
1072 payment or minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which results
1073 from such non-payment shall be borne in accordance with the provisions of Article IV.B.2.

1074 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,
1075 at least five (5) days (excluding Saturday, Sunday, and legal holidays) prior to taking such action, or at the earliest opportunity permitted by
1076 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
1077 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
1078 under the provisions of Article IV.B.3.

1079 **F. Taxes:**

1080 Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this
1081 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
1082 the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding
1083 royalties and production payments) on Leases and Oil and Gas Interests contributed by such Non-Operator. If the assessed valuation of any Lease
1084 is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem
1085 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
1086 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
1087 working interest, then notwithstanding anything to the contrary herein, charges to the joint account shall be made and paid by the parties hereto in
1088 accordance with the tax value generated by each party's working interest. Operator shall bill the other parties for their proportionate shares of all
1089 tax payments in the manner provided in Exhibit "C."

1090 If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and
1091 prosecute the protest to a final determination, unless it agrees to abandon the protest prior to final determination. During the pendency of
1092 administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested
1093 assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and
1094 the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C."

1095 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
1096 or handling of such party's share of Oil and Gas produced under the terms of this agreement to the extent that all such taxes are assessed at a uniform
1097 rate. If an Oil and Gas Lease or Oil and Gas Interest contributed by any party is taxed at a higher rate, or is subject to an additional tax, that party
1098 alone shall pay or cause to be paid such additional tax.

1099 **VIII. ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST**

1100 **A. Surrender of Leases:**

1101 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
1102 parties consent thereto. **However, no consent shall be necessary to release a lease which expired or otherwise terminated in accordance with**
1103 **its terms.**

1104 However, should any party desire to surrender its interest in any Lease or in any portion thereof, such party shall give written notice of the proposed
1105 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
1106 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
1107 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
1108 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
1109 well, material and equipment acquired by the parties under this agreement and used exclusively for the lease being surrendered and any rights in
1110 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
1111 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
1112 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 or lands pooled
1113 therewith, such lease to be on the form attached hereto as Exhibit "B." Upon such assignment or lease, the assigning party shall be relieved from
1114 all obligations thereafter accruing, but not theretofore accrued, with respect to the interest assigned or leased and the operation of any well
1115 attributable thereto, and the assigning party shall have no further interest in the assigned or leased premises and its equipment and production other
1116 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
1117 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
1118 value of all salvable materials and equipment shall be determined in accordance with the provisions of Exhibit "C," less the estimated cost of
1119 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
1120 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
1121 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
1122 parties to whom the assignment is to be made varies according to depth, then the interest assigned shall similarly reflect such variances.

1123 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
1124 it was immediately before the assignment, lease or surrender in the balance of the Contract Area; and the acreage assigned, leased or surrendered,
1125 and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement but shall be deemed subject to an
1126 Operating Agreement ~~in the form of this agreement~~ **identical to this one and modified only to reflect the ownership of the acquiring parties**
1127 **and their respective interests.**

1128 **B. Renewal or Extension of Leases:**

1129 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
1130 promptly upon such acquisition or, in the case of a replacement Lease taken before expiration of an existing

1131 Lease, promptly upon expiration of the existing Lease. The parties notified shall have the right for a period of thirty (30) days following delivery
1132 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
1133 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
1134 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
1135 the purchase of a renewal or replacement Lease shall be given an assignment of its proportionate interest therein by the acquiring party, **without**
1136 **warranty of title except as to acts by, through or under the acquiring party.**

1137 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
1138 elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate
1139 of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal or replacement Lease. The
1140 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
1141 in Exhibit "A," but any renewal or replacement Lease in which less than all parties elect to participate shall not be subject to this agreement but
1142 shall be deemed subject to a separate Operating Agreement ~~in the form of this agreement~~ **identical to this one and modified only to reflect the**
1143 **ownership of the acquiring parties and their respective interests.**

1144 If the interests of the parties in the Contract Area vary according to depth, then their right to participate proportionately in renewal or replacement
1145 Leases and their right to receive an assignment of interest shall also reflect such depth variances.

1146 The provisions of this Article shall apply to renewal or replacement Leases whether they are for the entire interest covered by the expiring Lease
1147 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
1148 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
1149 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
1150 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
1151 shall not be subject to the provisions of this agreement.

1152 The provisions in this Article shall also be applicable to extensions of Oil and Gas Leases. **See also Article XVI.O.**

1153 **C. Acreage or Cash Contributions:**

1154 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 under this
1155 agreement, 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
1156 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
1157 assignment of the acreage, without warranty of title, to the Consenting Parties in the proportions said Consenting Parties shared the cost of drilling
1158 the well. Such acreage shall become a separate Contract Area and, to the extent possible, be governed by provisions identical to this agreement. Each
1159 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
1160 Contract Area. The above provisions shall also be applicable to optional rights to earn acreage outside the Contract Area which are in support of
1161 well drilled inside Contract Area.

1162 If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall
1163 not be deemed a contribution as contemplated in this Article VIII.C.

1164 **D. Assignment; Maintenance of Uniform Interest:**

1165 ~~For the purpose of maintaining uniformity of ownership in the Contract Area in the Oil and Gas Leases, Oil and Gas Interests, wells, equipment~~
1166 ~~and production covered by this agreement, except as otherwise provided herein, no party shall sell, encumber, transfer or make other disposition of~~
1167 ~~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~~
1168 ~~such disposition covers either:~~

- 1169 1. ~~the entire interest of the party in all Oil and Gas Leases, Oil and Gas Interests, wells, equipment and production; or~~
- 1170 2. ~~an equal undivided percent of the party's present interest in all Oil and Gas Leases, Oil and Gas Interests, wells, equipment owned by~~
1171 ~~such party under this agreement, and production in the Contract Area.~~

1172 Every sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement and shall be made
1173 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
1174 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
1175 parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days
1176 after Operator has received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or
1177 transferee. Except as otherwise provided herein, any transfer by a party shall relieve the transferor from liability for the cost and expense of
1178 operations attributable to the transferred interest which are conducted after the expiration of the 30-day period above provided; provided that, no
1179 assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party hereunder with respect
1180 to the interest transferred, including without limitation the obligation of a party to pay all costs and expenses attributable to an approved operation
1181 conducted hereunder, in which such party has agreed to participate and the lien and security interest granted by Article VII.B. shall continue to
1182 burden the interest transferred to secure payment of any such obligations. The transferee shall be jointly and severally liable with its transferor for
1183 payment of its share of all costs and expenses attributable to an approved operation conducted hereunder in which its transferor had agreed to
1184 participate.

1185 If, at any time the interest of any party is divided among and owned by ~~four~~ **two** or more co-owners, Operator, at its discretion, may require such
1186 co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay
1187 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
1188 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
1189 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,
1190 payment of the sale proceeds thereof.

1191 **E. Waiver of Rights to Partition:**

1192 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
1193 Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

1194 **F. Preferential Right to Purchase**

1195 ☐ ~~(Optional: Check if applicable)~~

1196 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
1197 give written notice to the other parties, with full information concerning its proposed disposition, which shall include the name and address of the
1198 prospective transferee (who must be ready, willing and able to purchase), the purchase price, a legal description sufficient to identify the property,
1199 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.

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. For federal income tax purposes the parties agree that any gas imbalances will be reported under the cumulative gas balancing method as defined in Treasury Regulations § 1.761-2(d)(3).

X. CLAIMS AND LAWSUITS

Operator may settle any single or related aggregate 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, Operator shall promptly give notice to Non-Operators and Operator shall assume and handle the claim or suit on behalf of all parties unless, within 14 days after receipt of such notice, a party gives notice to Operator and the other parties of its affirmative election to assume and handle the claim or suit on its own behalf, which assumption and handling shall be done at said party's own expense and over and above said party's proportionate share chargeable to the joint account as hereinafter provided. All costs and expenses of handling, settling, or otherwise discharging such claim or suit shall be at the joint expense of the parties participating in the operation from which the claim or suit arises **who have not made an affirmative election to assume and handle the claim or suit on its own behalf.** 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.

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, **act of terrorism**, 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, **provided that "force majeure" shall not include lack of funds and shall continue to use such reasonable diligence during the pendency of such event.**

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.

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, or facsimile, each of which may also be delivered by attachment to electronic mail ("Email Notice"), postage or charges prepaid, if applicable, 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 facsimile machine or email address 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 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, or other facsimile or email address 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. Each Email Notice shall clearly state that it is a notice or response to a notice under this agreement. An Email Notice shall be deemed delivered only when affirmatively acknowledged by email reply from the receiving party. Automatic delivery receipts issued, without direct acknowledgment of the Email Notice, are not evidence of Receipt for purposes of this agreement. If the receiving party fails or declines to affirmatively acknowledge an Email Notice, then Receipt of the notice shall only be deemed to have occurred when received by the party as otherwise provided above.

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.

1270 ☐ 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
1271 Area, whether by production, extension, renewal or otherwise

1272 ☒ 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
1273 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
1274 any such well is capable of production, and for an additional period of **180** days thereafter; provided, however, if, prior to the expiration of such
1275 additional period, one or more of the parties hereto are engaged in drilling, Reworking, Deepening, Sidetracking, Plugging Back, testing or
1276 attempting to Complete or Re-complete a well or wells hereunder, this agreement shall continue in force until such operations have been completed
1277 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
1278 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
1279 agreement shall terminate unless drilling, Deepening, Sidetracking, Completing, Recompleting, Plugging Back or Reworking operations are
1280 commenced within **180** days from the date of abandonment of said well. “Abandonment” for such purposes shall mean either (i) a decision by all
1281 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
1282 first occurs.

1283 The termination of this agreement shall not relieve any party hereto from any expense, liability or other obligation or any remedy therefor which
1284 has accrued or attached prior to the date of such termination.

1285 **The following Articles shall survive termination hereof: all of Article V, Article VI. F. 2., Article VII. A., Article VII. D., all of Article XII,**
1286 **Article XIV. A., Article XIV. B., all of Article XV, Article XVI.G. No Third Party Beneficiaries, Article XVI.I Interpretation., Article**
1287 **XVI.J. Entirety, Article XVI.K. Headings., Article XVI.L. Construction, Article XVI.P. Additional Language to Article VII.A. Liabilities**
1288 **of the Parties.**

1289 Upon termination of this agreement and the satisfaction of all obligations hereunder, in the event a memorandum of this Operating Agreement has
1290 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
1291 to execute such a notice of termination as to Operator's interest, upon request of Operator, if Operator has satisfied all its financial obligations.

1292 **XIV. COMPLIANCE WITH LAWS AND REGULATIONS**

1293 **A. Laws, Regulations and Orders:**

1294 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
1295 of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations and
1296 orders.

1297 **B. Governing Law:**

1298 This agreement and all matters pertaining hereto, including but not limited to matters of performance, non-performance, breach, remedies,
1299 procedures, rights, duties, and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area
1300 is located. If the Contract Area is in two or more states, the law of the state of **Texas** shall govern.

1301 **C. Regulatory Agencies:**

1302 Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any rights, privileges, or obligations
1303 which Non-Operators may have under federal or state laws or under rules, regulations or orders promulgated under such laws in reference to oil,
1304 gas and mineral operations, including the location, operation, or production of wells, on tracts offsetting or adjacent to the Contract Area.

1305 With respect to the operations hereunder, Non-Operators agree to release Operator from liability above and beyond its proportionate share of any
1306 and all losses, damages, injuries, claims and causes of action arising out of, incident to or resulting directly or indirectly from Operator's
1307 interpretation or application of rules, rulings, regulations or orders of any governmental agency having jurisdiction to the extent such interpretation
1308 or application was made in good faith and does not constitute gross negligence or willful misconduct. Each Non-Operator further agrees to reimburse
1309 Operator for such Non-Operator's share of production or any refund, fine, levy or other governmental sanction that Operator may be required to
1310 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
1311 incorrect interpretation or application.

1312 **XV. MISCELLANEOUS**

1313 **A. Execution:**

1314 This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator
1315 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
1316 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
1317 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
1318 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
1319 agreement if Operator in its sole discretion determines that there is insufficient participation to justify commencement of drilling operations. In the
1320 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-
1321 Operator has advanced or prepaid any share of drilling or other costs hereunder, all sums so advanced less costs incurred by Operator prior to
1322 termination that were attributable to preparation for or furtherance of the operation shall be returned to such Non-Operator without interest. Except
1323 as otherwise provided in Article IV.B, in the event operations on a well shall be commenced without execution of this agreement by all persons
1324 listed on Exhibit “A” as having a current interest in such well, or in the event that subsequent to the commencement of operations on the well
1325 previously unknown or undisclosed persons owning working interests in a well are discovered, or both, the parties executing this agreement agree
1326 to one of the following:

1327 ☐ Option No. 1: Operator shall indemnify executing Non-Operators with respect to all costs incurred for the well which would have been charged
1328 to each such person under this agreement as if such person had executed the same and Operator shall receive all revenues which would have been
1329 received by each such person under this agreement as if such person had executed the same.

☒ Option No. 2: The Operator shall advise all parties of the total interest of the parties that have executed this agreement. Each party executing this agreement, within forty-eight (48) hours (exclusive of Saturday, Sunday, and legal holidays) after delivery of such notice, shall advise the Operator 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 interest of all parties executing this agreement) of non-executing persons' interests, or (iii) carry its proportionate part (determined as provided in (ii)) of non-executing persons' interests together with all or a portion of its proportionate part of any non-executing persons interests that any executing party did not elect to take. Any interest of non-executing persons that is not carried by an executing party shall be deemed to be carried by the Operator. Failure to advise the Operator within the time required shall be deemed an election under (i). **Operator shall as soon as possible notify consenting parties of their participation interest as a result of Non-Operator elections herein.**

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.

E. Conflict of Terms:

Notwithstanding anything in this agreement to the contrary, in the event of any conflict between the provisions of Articles I through XV of this agreement and the provisions of Article XVI, if any, the provisions of Article XVI, if any, shall govern

XVI. OTHER PROVISIONS

A. Priority of Operations – Horizontal Wells: Notwithstanding Article VI.B.7 or anything else in this agreement to the contrary, it is agreed that where a Horizontal Well subject to this agreement has been drilled to the objective depth and the Consenting Parties cannot agree upon the sequence and timing of further operations regarding such Horizontal Well, the following elections shall control the order of priority enumerated hereafter:

First	testing, coring or logging;
Second	complete drilling operations of all proposed Laterals;
Third	extend or Deepen a Lateral;
Fourth	kick out and drill and additional Lateral in the same formation;
Fifth	Plug Back the well to a formation or Zone above the formation in which a Lateral was drilled; if there is more than one proposal to Plug Back, the proposal to Plug Back to the next deepest prospective Zone or formation shall have priority over a proposal to Plug Back to a shallower prospective Zone or formation;
Sixth	Sidetrack; and
Seventh	plug and abandon as provided for in Article VI.F.

Provided, however, that if, at the time the Consenting Parties are considering any of the above, the hole is in such a condition that a reasonably prudent operator would not conduct the particular contemplated operation involved for fear of placing the hole in jeopardy or losing the hole prior to completing the Horizontal Well in the objective formation, such operation shall be eliminated from the priorities set forth above.

B. Priority of Operations – Vertical Wells: Notwithstanding Article VI.B.7 or anything else in this agreement to the contrary, if at any time there is more than one operation proposed in connection with any Vertical Well subject to this agreement and if the Consenting Parties do not agree on the sequence of proposed operations, such proposed operations shall be conducted in the following sequence:

First	testing, coring or logging;
Second	completion attempts without plugging back in ascending order from deepest to shallowest depths;
Third	sidetracking plugging back and completion attempts in the ascending order of least deviation from the original bottomhole location deepest to the greatest deviation; shallowest depths
Fourth	deepening of a well below the authorized depth in descending order from the shallowest to the deepest depth;
Fifth	plugging back and completion attempts sidetracking in ascending the order of least deviation from deepest the original bottomhole location to shallowest depths the greatest deviation; and
Sixth	plug and abandon as provided for in Article VI.F.

Provided, however, that if, at the time the Consenting Parties are considering any of the above, the hole is in such a condition that a reasonably prudent operator would not conduct the particular contemplated operation involved for fear of placing the hole in jeopardy or losing the hole prior to completing the Vertical Well in the objective formation, such operation shall be eliminated from the priorities set forth above.

C. Separate Measurement Facility: In the event of a transfer, sale, encumbrance or other disposition of interest within the Contract Area that necessitates the separate measurement of production, the party creating the necessity for such measurement shall alone bear the cost of purchase, installation and operation of such facilities.

D. Recoupment and Setoff: In the event a Non-Operator does not remit payment for any operating costs or charges assessable to the Non-Operators and permitted under this Operating Agreement or any other agreement between the Operator and the delinquent Non-Operator within forty –five (45) days after the date payment is due, Operator is authorized to deduct such costs or charges from any monies due to Non-Operator under any agreement. The foregoing provisions shall not diminish Operator's other remedies hereunder.

E. Timely Delivery of Assignments: Any assignment of an interest required under this agreement shall be made and delivered within thirty (30) days of the event triggering the obligation to, or within thirty (30) days of written request from party entitled to the assignment, tender such assignment.

F. Affiliate or Subsidiary Operator: Notwithstanding the provisions of Article V. herein to the contrary, a party to this agreement (“Party”) may employ a subsidiary or affiliate to serve as Operator so long as the Party owns an interest in the Contract Area and is otherwise in compliance with the provisions of this agreement. However, at such time as the Party sells its interest or no longer owns an interest in the Contract Area, the Party’s subsidiary or affiliate that is serving as Operator shall be deemed to have resigned just as if the Party had been serving as Operator. In addition, Article V.B.5. of this agreement shall not apply where a subsidiary or affiliate of a Party is serving as Operator, and for purposes of determining whether good cause exists for removal of an Operator who is a subsidiary or affiliate of a Party, the conduct of the Party employing the subsidiary or affiliate serving as Operator and the actual subsidiary or affiliate serving as Operator may be considered together.

G. No Third Party Beneficiaries: Except as expressly set forth herein, there are no third party beneficiaries of this agreement.

H. Severance of Invalid Provisions: If and for so long as any provision of this agreement shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this agreement except only so far as shall be necessary to give effect to the construction of such invalidity, and any such invalid provision shall be deemed severed from this agreement without affecting the validity of the balance of this agreement.

I. Interpretation: Unless otherwise provided, reference to any Article or Exhibit means an Article or Exhibit of this agreement; with all such Exhibits hereby incorporated by reference into this agreement for all purposes.

J. Entirety: With respect to the subject matter contained herein, this agreement (a) is the entire agreement of the parties; and (b) supersedes all prior understandings and negotiations of the parties.

K. Headings: The descriptive headings used in this agreement are for convenience only and will not be deemed to affect the meaning of this agreement.

L. Construction: Each party has had the opportunity to contribute to the drafting of this agreement and/or opportunity to have it reviewed by its legal counsel; therefore, the parties agree that in the event of a dispute over the meaning or application of this agreement, it shall be construed as if drafted equally by the parties and no presumption shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this agreement.

M. Existing Liens: Notwithstanding anything contained herein to the contrary, ~~solely with respect to Operator~~, certain Oil and Gas Leases and Interests and related property owned by Operator, or Non-Operator, may be subject to first and prior lien and security interest created pursuant to one or more mortgages and/or deeds of trust which have been filed for record, and such liens and security interest are permitted hereunder.

N. Required Well: A “Required Well” is any new well which is necessary to drill in order to maintain a lease within the Contract Area or agreement granting oil and gas rights which would otherwise expire unless such Required Well is drilled. Such lease or agreement is hereinafter called an “Expiring Lease.” A proposed well shall only be deemed a Required Well if it is proposed within six (6) months of the date an Expiring Lease would otherwise expire. As to any Required Well proposed by any party hereto in which the party contributing the Expiring Lease(s) elects not to participate (the “Non-Consenting Party”), such Non-Consenting Party shall release and relinquish forever proportionately to the Consenting Parties all of such Non-Consenting Party’s interest in and to the Expiring Lease(s) that would have been perpetuated or earned within the Contract Area by such Required Well. Such relinquished interest shall be assigned by the Non-Consenting Party to the Consenting Parties within thirty (30) days of the date the Required Well is spud, and without warranty of title except as to claims by, through, or under assignor and shall be free of any Subsequently Created Interests. Nothing herein shall be construed as requiring a relinquishment of such Non-Consenting Party’s interest in any existing wells or units in which the Non-Consenting Party has an interest.

O. Renewal or Extension of Leases: Notwithstanding anything herein to the contrary, each party committing any Lease or Leases or any undivided interest therein or portion thereof to this agreement shall have the sole option prior to the expiration of each such Lease to renew or extend such Lease with respect to all of such party’s interest therein and to bear the renewal or extension costs and expenses incurred in connection therewith and thereby retain its interest and title in said Lease. If any such party does not timely exercise its option and procure a renewal or extension of its interest in such Lease, then any replacement Lease taken covering such interest will thereafter be subject to the terms of Article VIII.B. The provisions of this section shall only apply to Leases or portions of Leases located in the Contract Area.

P. Additional Language to Article VII.A – Liabilities of Parties: Notwithstanding anything to the contrary provided herein, NO PARTY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE TO ANY OTHER PARTY HERETO FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM SUCH PARTY’S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR OTHER FAULT OR RESPONSIBILITY. For purposes of the foregoing, actual damages may, however, include indirect, special, consequential, incidental or indirect losses or exemplary or punitive damages to the extent (i) the injuries or losses resulting in or giving rise to such damages are incurred or suffered by a third party which is not a party to this agreement, (ii) such damages are recovered against a party hereto by a third party which is not a party hereto and (iii) such party hereto owes an obligation of indemnification to one or more of the other parties hereto. This Article XVI.P shall operate only to limit a party’s liability and shall not operate to increase or expand any contractual obligation of a party hereunder.

Q. DISPUTE RESOLUTION. Except for disputes expressly referred to in the expert determination procedure in Article XVI.R. for resolution, any dispute, controversy or claim with respect to the terms, performance, breach, alleged breach or interpretation of this Joint Operating Agreement between the parties and/or their affiliates (a “Dispute”) shall be resolved in accordance with the procedures specified in this Article XVI.Q, which shall be the sole and exclusive procedures for the resolution of any such disputes.

1. The parties shall attempt to resolve any Dispute promptly by negotiation between representatives who have authority to settle the controversy. Either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other party a written response. The notice and response shall include (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the representative of that party and of any other person who will accompany the representative. Within thirty (30) days after delivery of the initial notice, the representatives of both parties shall meet at a mutually acceptable time and place, and thereafter continue to meet as often as they reasonably deem necessary, to use their good faith and reasonable efforts to attempt to resolve the Dispute. The parties expressly agree that such meeting may take place in person or virtually, as may be necessary or convenient for the representatives.

All negotiations pursuant to this clause shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

2. If the Dispute has not been resolved by negotiation as provided in Article XVI.Q.1. within sixty (60) days after delivery of the initial notice of negotiation, or if the parties failed to meet within thirty (30) days after delivery of such notice, the parties shall endeavor to settle the Dispute by mediation under the AAA Commercial Mediation Procedures then currently in effect. Either party may ask the American Arbitration Association (the “AAA”) to select a mediator or the Parties may mutually agree on a mediator.

3. If any Dispute has not been resolved under the provisions of Article XVI.Q.2. within sixty (60) days after a request for mediation has been submitted to AAA, then, at the request of either party, such Dispute shall be submitted to binding arbitration in accordance with the AAA Commercial Arbitration Rules then in effect (the “AAA Rules”), except as otherwise provided herein; provided, however, that if there is no mediation under Article XVI.Q.2. because either party will not participate in mediation as provided therein, the other party may initiate arbitration at any time within sixty (60) days following a party’s refusal to participate in mediation under such Article.

4. The arbitration will be conducted before an arbitrator that shall be generally knowledgeable about the oil and gas exploration and production industry and shall be qualified by education, experience and training to render a decision upon the matter in dispute and the third neutral arbitrator shall never have been an officer, director or employee of the parties or any of their affiliates, nor shall the third neutral arbitrator have performed material work for either of the parties or its affiliates within the preceding five (5) year period. The parties shall endeavor to mutually agree on the selection of an arbitrator who meets the criteria set forth in the preceding sentence. If the parties cannot mutually agree on the selection of an arbitrator, then an arbitrator meeting the above criteria shall be selected by the AAA.

5. The arbitration shall proceed under the AAA Rules and shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et. seq. The arbitrator may, in his/her discretion, limit or expand discovery in any arbitration proceeding. The parties expressly covenant and agree to be bound by the decision of the arbitrator as a final determination of the matter in dispute, and a judgment thereon may be entered in any court of competent jurisdiction. In rendering the award the arbitrator shall abide by (a) the terms and conditions of this Joint Operating Agreement including, without limitation, any and all restrictions, prohibitions or limitations on damages or remedies set forth in this Joint Operating Agreement and (b) the applicable state laws as determined by Article XIII.B. The arbitrator shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Joint Operating Agreement. The arbitrator may award equitable relief, such as specific performance, as well as monetary damages for any party’s breach of such party’s obligations under this Joint Operating Agreement, but in no event may the arbitrator award indirect, consequential, punitive or exemplary damages or damages for lost profits.

6. The arbitration shall take place in Houston, Texas, or an alternate location agreed to by the parties or virtually as may be dictated by the arbitrators and agreed to by the parties.

7. The arbitrator may apportion the costs of arbitration between or among the parties in such manner as it deems reasonable, taking into account the circumstances of the Dispute, the conduct of the parties and the result of arbitration. The arbitrator shall be empowered and directed to enter an award by default against any party to the arbitration who declines to pay when required by the arbitrator its share of such fees and costs. In addition, the arbitrator shall be entitled to award to a party such party’s reasonable attorney’s fees and expert fees, as determined by the arbitrator considering those factors mentioned in the first sentence of this Article XVI.Q.7., incurred in connection with such party’s preparation for and participation in the arbitration. 8. Notwithstanding the other provisions set forth in this Article XVI.Q, a court of competent jurisdiction may issue prior to the appointment of the third arbitrator a pre-arbitral injunction or pre-arbitral attachment, and may issue other orders in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the arbitral tribunal shall have full authority to grant provisional remedies and to direct the parties to request that any court modify or vacate any temporary or preliminary relief issued by such court.

R. EXPERT DETERMINATION. Any party may request (which request will not be unreasonably delayed) by written Notice to the Parties that certain decisions be referred to an expert, where needed to resolve an accounting or technical dispute. For any decision referred to an expert under this Operating Agreement, the Parties hereby agree that such decision shall be conducted expeditiously by an expert selected unanimously by the Parties to the applicable dispute. The expert is not an arbitrator of the dispute and shall not be deemed to be acting in an arbitral capacity. The expert shall not (without the mutual written consent of the Parties) be appointed to act as an arbitrator or as adviser in any Dispute arbitrated pursuant to Article XVI.Q, provided that nothing in this sentence shall preclude a Party from using the expert as a witness regarding the proper conduct of the procedure for which the expert was appointed. The Party desiring an expert determination shall give the other Parties to the dispute written notice of the request for such determination. If the Parties to the dispute are unable to agree upon an expert within thirty (30) days after receipt of the notice of request for an expert determination, then, upon the request of either Party, the AAA shall appoint such expert; provided that any expert under this Article XVI.R (i) must have at least ten (10) years experience in oil and gas accounting issues, and (ii) must not have worked as an employee for any Party to the dispute or any Affiliate of such Party for at least ten (10) years prior to the date of the dispute. The expert, once appointed, shall have no ex parte communications with the Parties concerning the expert determination or the underlying dispute. All communications between any Party to the dispute and the expert shall be conducted in writing, with copies sent simultaneously to the other Parties to the dispute, or at a meeting to which all Parties to the dispute have been invited and of which such Parties have been provided at least ten (10) Business Days notice. Within twenty (20) days after the expert’s acceptance of its appointment, each Party to the dispute shall provide the expert with a report containing its proposal for the resolution of the matter and the reasons therefor, accompanied by all relevant supporting information and data. Within thirty (30) days of receipt of the above-described materials, the expert shall select the proposal which it finds more consistent with the terms of this Joint Operating Agreement. The expert may not propose alternate positions or award damages, interest or penalties to any Party with respect to any matter. The expert’s decision shall be final and binding on the Parties to the dispute. Any Party that fails or refuses to honor the decision of an expert shall be in default under this Joint Operating Agreement. The costs of the expert determination shall be shared in equal amounts by the Parties to the dispute.

IN WITNESS WHEREOF, this agreement shall be effective as of December 28, 2018.

Casey Quast 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 610-2015 Model Form Operating Agreement, as published in computerized form by AAPL. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion of **bold print** and that are clearly recognizable as changes in Articles

I, II, III, IV, V, VI, VII, VIII, X, XI, XIII, XV, XVI

have been made to the form.

ATTEST OR WITNESS:

OPERATOR Equinor USA Onshore Properties Inc.

By: _____
Name: _____

Title: _____
Date: _____
SSN or Tax ID: _____

NON-OPERATORS ***NONOP SIGN

By: _____
Name: _____
Title: _____
Date: _____
SSN or Tax ID: _____

1532

1533 **ACKNOWLEDGMENTS**

1534 Note: The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial Acts.

1535 The validity and effect of these forms in any state will depend upon the statutes of that state.

1536

1537 Individual acknowledgment:

1538 State of _____)

1539 _____)ss.

1540 County of _____)

1541

1542 This instrument was acknowledged before me on

1543 _____ by _____.

1544 (Seal, if any) _____

1545 Title (and Rank) _____

1546 My commission expires: _____

1547

1548 Acknowledgment in representative capacity:

1549

1550 State of _____)

1551 _____)ss.

1552 County of _____)

1553

1554 This instrument was acknowledged before me on

1555 _____ by _____.

1556 (Seal, if any) _____

1557 Title (and Rank) _____

1558 My commission expires: _____

EXHIBIT "A"

Attached to and made a part of that certain Operating Agreement dated December 12, 2022, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Schindler S #4 Unit.

I. Identification of lands subject to this Agreement.

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

II. Restrictions as to Depths and Formations:

This Agreement shall cover the Contract Area from the top of the Utica Shale formation to the top of the Trenton Limestone formation (as more particularly defined in Article 1 of the Unit Plan).

III. 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.

IV. Oil and gas leases and/or oil and gas interests subject to this Agreement.

<u>Operator</u>	<u>Working Interest*</u>
Equinor USA Onshore Properties Inc.	92.096582%
<u>Non-Operator</u>	
Ascent Resources - Utica, LLC	7.632695%
SWN Production (Ohio), LLC	0.124357%
Unleased Mineral Owners	<u>0.146366%</u>
Total: 100.000000%	

V. Addresses of parties for notice purposes.

Equinor USA Onshore Properties Inc.
2107 CityWest Boulevard, Suite 100
Houston, Texas 77042
Attn: Casey Quast – Principal Landman

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.

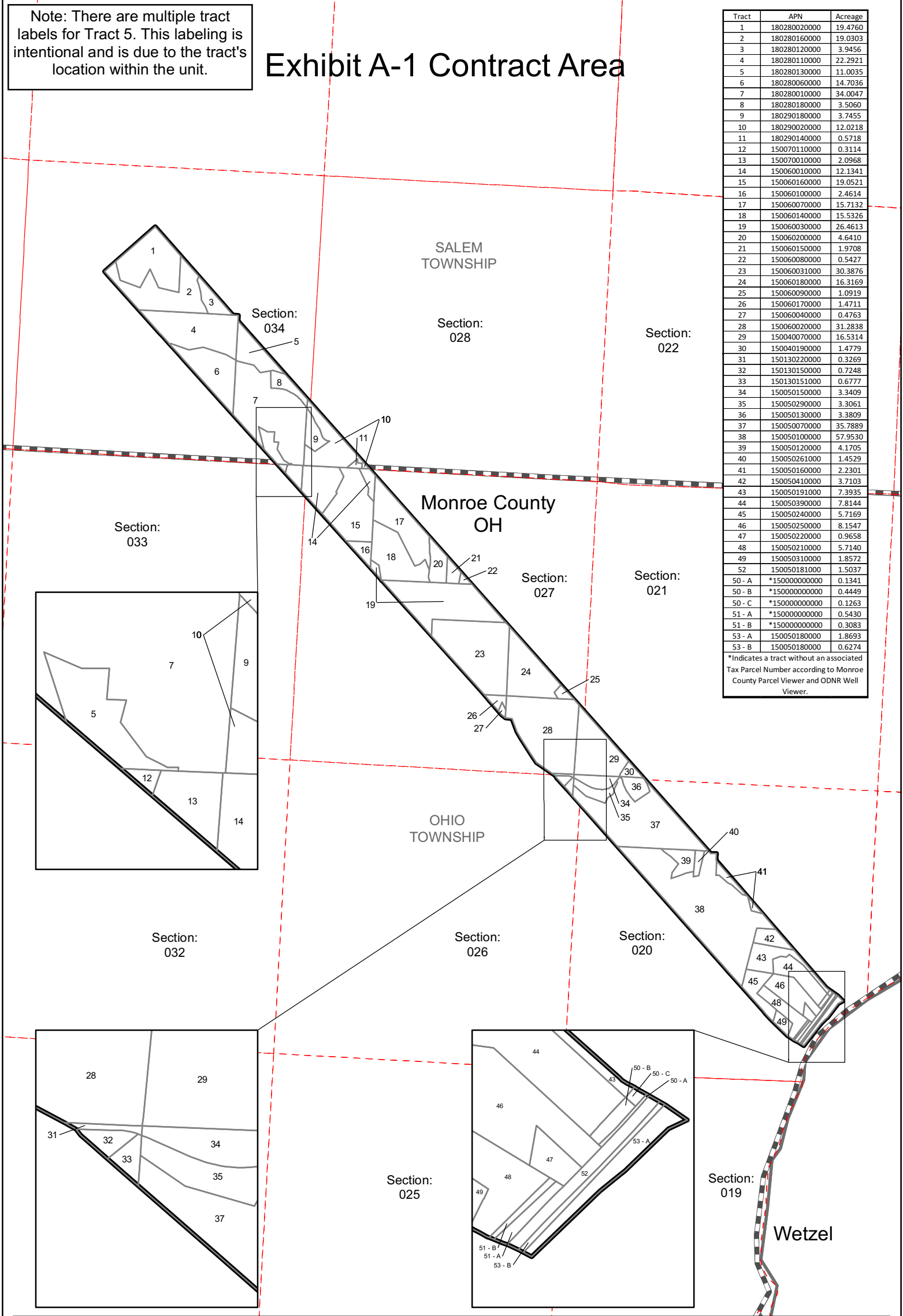
* It is understood by the parties that the working interests listed in this Unit Operating Agreement (and any attachments hereto) are estimates only and are subject to change based upon final verification of title, due diligence, additional leasehold acquired within the Contract Area, and/or the participation 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.

Note: There are multiple tract labels for Tract 5. This labeling is intentional and is due to the tract's location within the unit.

Exhibit A-1 Contract Area

Tract	APN	Acreage
1	180280020000	19.4760
2	180280160000	19.0303
3	180280120000	3.9456
4	180280110000	22.2921
5	180280130000	11.0035
6	180280060000	14.7036
7	180280010000	34.0047
8	180280180000	3.5060
9	180290180000	3.7455
10	180290020000	12.0218
11	180290140000	0.5718
12	150070110000	0.3114
13	150070010000	2.0968
14	150060010000	12.1341
15	150060160000	19.0521
16	150060100000	2.4614
17	150060070000	15.7132
18	150060140000	15.5326
19	150060030000	26.4613
20	150060200000	4.6410
21	150060150000	1.9708
22	150060080000	0.5427
23	150060031000	30.3876
24	150060180000	16.3169
25	150060090000	1.0919
26	150060170000	1.4711
27	150060040000	0.4763
28	150060020000	31.2838
29	150040070000	16.5314
30	150040190000	1.4779
31	150130220000	0.3269
32	150130150000	0.7248
33	150130151000	0.6777
34	150050150000	3.3409
35	150050290000	3.3061
36	150050130000	3.3809
37	150050070000	35.7889
38	150050100000	57.9530
39	150050120000	4.1705
40	150050261000	1.4529
41	150050160000	2.2301
42	150050410000	3.7103
43	150050191000	7.3935
44	150050390000	7.8144
45	150050240000	5.7169
46	150050250000	8.1547
47	150050220000	0.9658
48	150050210000	5.7140
49	150050310000	1.8572
52	150050181000	1.5037
50 - A	*150000000000	0.1341
50 - B	*150000000000	0.4449
50 - C	*150000000000	0.1263
51 - A	*150000000000	0.5430
51 - B	*150000000000	0.3083
53 - A	150050180000	1.8693
53 - B	150050180000	0.6274

*Indicates a tract without an associated Tax Parcel Number according to Monroe County Parcel Viewer and ODNR Well Viewer.



Schindler S # 4 Unit

Total acreage: 504.4916
Salem & Ohio Township - Monroe County, OH

- Tax Parcels
- Unit Boundary
- Section Lines
- Township

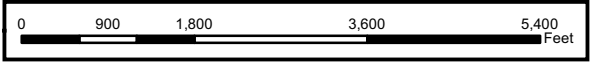


Exhibit A-2 All Mineral Owners in the proposed Schindler S #4 Unit.																	
Tract Number	Intenal ID Number (optional)	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in Unit (Net)	Tax Map Parcel ID	Township	County	Consenting Working Interest Percentage	Applicant Working Interest Percentage	Ascent Resources - Utica, LLC Working Interest Percentage	SWN Production (Ohio), LLC Working Interest Percentage	Address	City	State	Zip
1	269B	Richcrest Farms, LLC Attn: P. Randall Feisley	Yes	1.000000	19.4760	3.860521%	18-028002.0000	Salem	Monroe	0.000000%	0.000000%	3.860521%	0.000000%	102 Shady Lane	Marietta	OH	45750
		Heirs and/or Assigns of Graham Johnston (NPRI)	Yes											Unknown	Unknown	Unknown	Unknown
		Heirs and/or Assigns of C.A. Rutter aka Charles A. Rutter (NPRI)	Yes											Unknown	Unknown	Unknown	Unknown
2	321B	Richcrest Farms, LLC Attn: P. Randall Feisley	Yes	1.000000	19.0303	3.772174%	18-028016.0000	Salem	Monroe	0.000000%	0.000000%	3.772174%	0.000000%	102 Shady Lane	Marietta	OH	45750
3	27	James Scott Simmons	Yes	0.055556	0.2192	0.043450%	18-028012.0000	Salem	Monroe	0.043450%	0.043450%	0.000000%	0.000000%	1321 Bluemoon Drive	Longmont	CO	80504
3	27	Susan Kay Moore	Yes	0.055556	0.2192	0.043450%	18-028012.0000	Salem	Monroe	0.043450%	0.043450%	0.000000%	0.000000%	1823 W. 50th Street	Cleveland	OH	44102
3	27	Richard Tyrone Simmons	Yes	0.055556	0.2192	0.043450%	18-028012.0000	Salem	Monroe	0.043450%	0.043450%	0.000000%	0.000000%	8284 Caribou Trail	Clarkston	MI	48348
3	27	William E. Moore III	Yes	0.083333	0.3288	0.065174%	18-028012.0000	Salem	Monroe	0.065174%	0.065174%	0.000000%	0.000000%	37930 Airport Road	Woodsfield	OH	43793
3	27	Patricia Moore Arnold	Yes	0.083333	0.3288	0.065174%	18-028012.0000	Salem	Monroe	0.065174%	0.065174%	0.000000%	0.000000%	1822 Mt. Hope Road	Otway	OH	45657
3	27	Heirs and/or Assigns of Ruth A. Roth	Yes	0.166667	0.6576	0.130349%	18-028012.0000	Salem	Monroe	0.130349%	0.130349%	0.000000%	0.000000%	Unknown	Unknown	Unknown	Unknown
3	27	Frederick Raymond Sweeney	Yes	0.250000	0.9864	0.195523%	18-028012.0000	Salem	Monroe	0.195523%	0.195523%	0.000000%	0.000000%	1600 North Oak Street	Arlington	VA	22209
3	27	Stephanie K. Sweeney	Yes	0.250000	0.9864	0.195523%	18-028012.0000	Salem	Monroe	0.195523%	0.195523%	0.000000%	0.000000%	44800 Higgins Road	Clarington	OH	43915
4	481.2	Equinor USA Onshore Properties Inc. Attn: Casey Quast	No - Consenting WI Owner	1.000000	22.2921	4.418731%	18-028011.0000	Salem	Monroe	4.418731%	4.418731%	0.000000%	0.000000%	2107 CityWest Boulevard, Suite 100	Houston	TX	77042
5	1476	Equinor USA Onshore Properties Inc. Attn: Casey Quast	No - Consenting WI Owner	1.000000	11.0035	2.181111%	18-028013.0000	Salem	Monroe	2.181111%	2.181111%	0.000000%	0.000000%	2107 CityWest Boulevard, Suite 100	Houston	TX	77042
6	412	John E. Miller and Shirley A. Miller, husband and wife, for their joint lives, remainder to the survivor of them	Yes	1.000000	14.7036	2.914528%	18-028006.0000	Salem	Monroe	2.914528%	2.914528%	0.000000%	0.000000%	50525 Beautiful Ridge Road	Clarington	OH	43915
7	468	James E. Crumm and Linda Crumm, husband and wife, for their joint lives, the remainder to the survivor of them	Yes	1.000000	34.0047	6.740384%	18-028001.0000	Salem	Monroe	6.740384%	6.740384%	0.000000%	0.000000%	50865 Beautiful Ridge Road	Clarington	OH	43915
8	468	James E. Crumm and Linda Crumm, husband and wife, for their joint lives, the remainder to the survivor of them	Yes	1.000000	3.5060	0.694958%	18-028018.0000	Salem	Monroe	0.694958%	0.694958%	0.000000%	0.000000%	50865 Beautiful Ridge Road	Clarington	OH	43915
9	454	Jerry R. Clegg and Jerilyn K. Clegg, Co-Trustees of the Clegg Family Trust, dated July 27, 2016 Attn: Jerry R. Clegg and Jerilyn K. Clegg, Co-Trustees	Yes	1.000000	3.7455	0.742437%	18-029018.0000	Salem	Monroe	0.742437%	0.742437%	0.000000%	0.000000%	51089 Beautiful Ridge Road	Clarington	OH	43915
10	421	Terry Craig and Donna Craig, husband and wife, for their joint lives, the remainder to the survivor of them	Yes	1.000000	12.0218	2.382961%	18-029002.0000	Salem	Monroe	2.382961%	2.382961%	0.000000%	0.000000%	51188 Beautiful Ridge Road	Clarington	OH	43915
11	1465.1	Donna Craig	Yes	0.333333	0.1906	0.037782%	18-029014.0000	Ohio	Monroe	0.037782%	0.037782%	0.000000%	0.000000%	51188 Beautiful Ridge Road	Clarington	OH	43915
11	1465.1	Jerry R. Clegg	Yes	0.333333	0.1906	0.037782%	18-029014.0000	Ohio	Monroe	0.037782%	0.037782%	0.000000%	0.000000%	51089 Beautiful Ridge Road	Clarington	OH	43915
11	1465.1	The Larry W. McGary and Marian L. McGary Living Trust, Dated July 9, 1997 Attn: Larry W. McGary and Marian L. McGary	Yes	0.333333	0.1906	0.037782%	18-029014.0000	Ohio	Monroe	0.037782%	0.037782%	0.000000%	0.000000%	1281 Cleburne Drive	Fort Myers	FL	33919
12	1476	Equinor USA Onshore Properties Inc. Attn: Casey Quast	No - Consenting WI Owner	1.000000	0.3114	0.061716%	15-007011.0000	Ohio	Monroe	0.061716%	0.061716%	0.000000%	0.000000%	2107 CityWest Boulevard, Suite 100	Houston	TX	77042
13	468	James E. Crumm and Linda Crumm, husband and wife, for their joint lives, the remainder to the survivor of them	Yes	1.000000	2.0968	0.415621%	15-007001.0000	Ohio	Monroe	0.415621%	0.415621%	0.000000%	0.000000%	50865 Beautiful Ridge Road	Clarington	OH	43915
14	467	Terry Craig and Donna Craig, husband and wife, for their joint lives, the remainder to the survivor of them	Yes	1.000000	12.1341	2.405222%	15-006001.0000	Ohio	Monroe	2.405222%	2.405222%	0.000000%	0.000000%	51188 Beautiful Ridge Road	Clarington	OH	43915
15	516	Donna Craig	Yes	0.333333	6.3507	1.258833%	15-006016.0000	Ohio	Monroe	1.258833%	1.258833%	0.000000%	0.000000%	51188 Beautiful Ridge Road	Clarington	OH	43915
15	516	Jerry R. Clegg	Yes	0.333333	6.3507	1.258833%	15-006016.0000	Ohio	Monroe	1.258833%	1.258833%	0.000000%	0.000000%	51089 Beautiful Ridge Road	Clarington	OH	43915
15	516	The Larry W. McGary and Marian L. McGary Living Trust, Dated July 9, 1997 Attn: Larry W. McGary and Marian L. McGary	Yes	0.333333	6.3507	1.258833%	15-006016.0000	Ohio	Monroe	1.258833%	1.258833%	0.000000%	0.000000%	1281 Cleburne Drive	Fort Myers	FL	33919
16	512	Jerry McClellan	Yes	0.250000	0.6153	0.121972%	15-006010.0000	Ohio	Monroe	0.121972%	0.121972%	0.000000%	0.000000%	45774 Skyline Road	Woodsfield	OH	43793
16	512	Gary McClellan	Yes	0.250000	0.6153	0.121972%	15-006010.0000	Ohio	Monroe	0.121972%	0.121972%	0.000000%	0.000000%	45700 Skyline Road	Woodsfield	OH	43793
16	512	Mark E. Lucas	Yes	0.033333	0.0820	0.016263%	15-006010.0000	Ohio	Monroe	0.016263%	0.016263%	0.000000%	0.000000%	52227 Sykes Ridge Road	Clarington	OH	43915
16	512	Loris A. Lucas	Yes	0.033333	0.0820	0.016263%	15-006010.0000	Ohio	Monroe	0.016263%	0.016263%	0.000000%	0.000000%	52227 Sykes Ridge Road	Clarington	OH	43915
16	512	The Larry W. McGary and Marian L. McGary Living Trust, Dated July 9, 1997 Attn: Larry W. McGary and Marian L. McGary	Yes	0.044444	0.1094	0.021684%	15-006010.0000	Ohio	Monroe	0.021684%	0.021684%	0.000000%	0.000000%	1281 Cleburne Drive	Fort Myers	FL	33919
16	512	Jerry R. Clegg	Yes	0.044444	0.1094	0.021684%	15-006010.0000	Ohio	Monroe	0.021684%	0.021684%	0.000000%	0.000000%	51089 Beautiful Ridge Road	Clarington	OH	43915
16	512	Donna L. Craig	Yes	0.044444	0.1094	0.021684%	15-006010.0000	Ohio	Monroe	0.021684%	0.021684%	0.000000%	0.000000%	51188 Beautiful Ridge Road	Clarington	OH	43915
16	512	Heirs and/or Assigns of Wesley W. Lude	No	0.300000	0.7384	0.146366%	15-006010.0000	Ohio	Monroe	0.000000%	0.000000%	0.000000%	0.000000%	Unknown	Unknown	Unknown	Unknown
17	481	Vine Royalty L.P. Attn: Wes Persia	Yes	1.000000	15.7132	3.114659%	15-006007.0000	Ohio	Monroe	3.114659%	3.114659%	0.000000%	0.000000%	717 Texas Street, Suite 2900	Houston	TX	77002

18	514	Vine Royalty L.P. Attn: Wes Persia	Yes	1.000000	15.5326	3.078857%	15-006014.0000	Ohio	Monroe	3.078857%	3.078857%	0.000000%	0.000000%	717 Texas Street, Suite 2900	Houston	TX	77002
19	526	Jerry McClellan	Yes	0.500000	13.2306	2.622568%	15-006003.0000	Ohio	Monroe	2.622568%	2.622568%	0.000000%	0.000000%	45774 Skyline Road	Woodsfield	OH	43793
19	526	Gary McClellan	Yes	0.500000	13.2306	2.622568%	15-006003.0000	Ohio	Monroe	2.622568%	2.622568%	0.000000%	0.000000%	45700 Skyline Road	Woodsfield	OH	43793
20	481.1	Vine Royalty L.P. Attn: Wes Persia	Yes	1.000000	4.6410	0.919935%	15-006020.0000	Ohio	Monroe	0.919935%	0.919935%	0.000000%	0.000000%	717 Texas Street, Suite 2900	Houston	TX	77002
21	481.2	Equinor USA Onshore Properties Inc. Attn: Casey Quast	No - Consenting WI Owner	1.000000	1.9708	0.390645%	15-006015.0000	Ohio	Monroe	0.390645%	0.390645%	0.000000%	0.000000%	2107 CityWest Boulevard, Suite 100	Houston	TX	77042
22	481.2	Equinor USA Onshore Properties Inc. Attn: Casey Quast	No - Consenting WI Owner	1.000000	0.5427	0.107566%	15-006008.0000	Ohio	Monroe	0.107566%	0.107566%	0.000000%	0.000000%	2107 CityWest Boulevard, Suite 100	Houston	TX	77042
23	526	Jerry McClellan	Yes	0.500000	15.1938	3.011706%	15-006003.1000	Ohio	Monroe	3.011706%	3.011706%	0.000000%	0.000000%	45774 Skyline Road	Woodsfield	OH	43793
23	526	Gary McClellan	Yes	0.500000	15.1938	3.011706%	15-006003.1000	Ohio	Monroe	3.011706%	3.011706%	0.000000%	0.000000%	45700 Skyline Road	Woodsfield	OH	43793
24	1468	Mark E. Lucas and Lori A. Lucas, husband and wife, for their joint lives, remainder to the survivor of them	Yes	0.333333	5.4390	1.078106%	15-006018.0000	Ohio	Monroe	1.078106%	1.078106%	0.000000%	0.000000%	52227 Sykes Ridge Road	Clarington	OH	43915
24	1468	The Larry W. McGary and Marian L. McGary Living Trust, Dated July 9, 1997 Attn: Larry W. McGary and Marian L. McGary	Yes	0.222222	3.6260	0.718737%	15-006018.0000	Ohio	Monroe	0.718737%	0.718737%	0.000000%	0.000000%	1281 Cleburne Drive	Fort Myers	FL	33919
24	1468	Jerry R. Clegg	Yes	0.222222	3.6260	0.718737%	15-006018.0000	Ohio	Monroe	0.718737%	0.718737%	0.000000%	0.000000%	51089 Beautiful Ridge Road	Clarington	OH	43915
24	1468	Donna L. Craig	Yes	0.222222	3.6260	0.718737%	15-006018.0000	Ohio	Monroe	0.718737%	0.718737%	0.000000%	0.000000%	51188 Beautiful Ridge Road	Clarington	OH	43915
25	539	Linda Fuchs	Yes	0.500000	0.5459	0.108217%	15-006009.0000	Ohio	Monroe	0.108217%	0.108217%	0.000000%	0.000000%	40551 State Route 7	Clarington	OH	43915
25	539	Casey Rose	Yes	0.500000	0.5459	0.108217%	15-006009.0000	Ohio	Monroe	0.108217%	0.108217%	0.000000%	0.000000%	43255 Long Ridge Road	Clarington	OH	43915
26	517	Heirs and/or Assigns of Lillian Marty	Yes	0.500000	0.7355	0.145795%	15-006017.0000	Ohio	Monroe	0.145795%	0.145795%	0.000000%	0.000000%	Unknown	Unknown	Unknown	Unknown
26	517	Lois M. Marty	Yes	0.125000	0.1839	0.036449%	15-006017.0000	Ohio	Monroe	0.036449%	0.036449%	0.000000%	0.000000%	42741 Long Ridge Road	Clarington	OH	43915
26	517	Devon Jacobs	Yes	0.125000	0.1839	0.036449%	15-006017.0000	Ohio	Monroe	0.036449%	0.036449%	0.000000%	0.000000%	112 Church Street	Clarington	OH	43915
26	517	Eileen Mignerey	Yes	0.125000	0.1839	0.036449%	15-006017.0000	Ohio	Monroe	0.036449%	0.036449%	0.000000%	0.000000%	9649 N 8 Mile Creek Road	Cantonment	FL	32533
26	517	Marvin W. Marty	Yes	0.125000	0.1839	0.036449%	15-006017.0000	Ohio	Monroe	0.036449%	0.036449%	0.000000%	0.000000%	15735 Bucks Lake Road	Guysville	OH	45735
27	517	David G. Dennis and Jill A. Dennis, husband and wife, for their joint lives, the remainder to the survivor of them	Yes	1.000000	0.4763	0.094407%	15-006004.0000	Ohio	Monroe	0.094407%	0.094407%	0.000000%	0.000000%	42812 Long Ridge Road	Clarington	OH	43915
28	562	Lisa Goddard	Yes	0.125000	3.9105	0.775133%	15-006002.0000	Ohio	Monroe	0.775133%	0.775133%	0.000000%	0.000000%	42995 Long Ridge Road	Clarington	OH	43915
28	562	Equinor USA Onshore Properties Inc. Attn: Casey Quast	Yes	0.743750	23.2673	4.612039%	15-006002.0000	Ohio	Monroe	4.612039%	4.612039%	0.000000%	0.000000%	2107 CityWest Boulevard, Suite 100	Houston	TX	77042
28	562	Northwood Energy Corporation Attn: Susan Levey	Yes	0.131250	4.1060	0.813889%	15-006002.0000	Ohio	Monroe	0.813889%	0.813889%	0.000000%	0.000000%	941 Shatham Lane, Suite 100	Columbus	OH	43221
29	562	Lisa Goddard	Yes	0.125000	2.0664	0.409606%	15-004007.0000	Ohio	Monroe	0.409606%	0.409606%	0.000000%	0.000000%	42995 Long Ridge Road	Clarington	OH	43915
29	562	Equinor USA Onshore Properties Inc. Attn: Casey Quast	Yes	0.743750	12.2952	2.437153%	15-004007.0000	Ohio	Monroe	2.437153%	2.437153%	0.000000%	0.000000%	2107 CityWest Boulevard, Suite 100	Houston	TX	77042
29	562	Northwood Energy Corporation Attn: Susan Levey	Yes	0.131250	2.1697	0.430086%	15-004007.0000	Ohio	Monroe	0.430086%	0.430086%	0.000000%	0.000000%	941 Shatham Lane, Suite 100	Columbus	OH	43221
30	562.1	Lindsey R. Goddard Mullett and Justin Mullett, wife and husband, for their joint lives, remainder to the survivor of them	Yes	0.125000	0.1847	0.036618%	15-004019.0000	Ohio	Monroe	0.036618%	0.036618%	0.000000%	0.000000%	43002 Long Ridge Road	Clarington	OH	43915
30	562.1	Equinor USA Onshore Properties Inc. Attn: Casey Quast	Yes	0.743750	1.0992	0.217878%	15-004019.0000	Ohio	Monroe	0.217878%	0.217878%	0.000000%	0.000000%	2107 CityWest Boulevard, Suite 100	Houston	TX	77042
30	562.1	Northwood Energy Corporation Attn: Susan Levey	Yes	0.131250	0.1940	0.038449%	15-004019.0000	Ohio	Monroe	0.038449%	0.038449%	0.000000%	0.000000%	941 Shatham Lane, Suite 100	Columbus	OH	43221
31	562	Lisa Goddard	Yes	1.000000	0.3269	0.064799%	15-013022.0000	Ohio	Monroe	0.064799%	0.064799%	0.000000%	0.000000%	42995 Long Ridge Road	Clarington	OH	43915
32	581	Gordon Dennis	Yes	1.000000	0.7248	0.143666%	15-013015.0000	Ohio	Monroe	0.143666%	0.143666%	0.000000%	0.000000%	42880 Long Ridge Road	Clarington	OH	43915
33	581	Gordon Dennis	Yes	0.500000	0.3389	0.067169%	15-013015.1000	Ohio	Monroe	0.067169%	0.067169%	0.000000%	0.000000%	42880 Long Ridge Road	Clarington	OH	43915
33	581	Barbara Dennis	Yes	0.500000	0.3389	0.067169%	15-013015.1000	Ohio	Monroe	0.067169%	0.067169%	0.000000%	0.000000%	42880 Long Ridge Road	Clarington	OH	43915
34	586	Orvella L. Goddard, now known as Orvella L. Neff	Yes	1.000000	3.3409	0.662227%	15-005015.0000	Ohio	Monroe	0.662227%	0.662227%	0.000000%	0.000000%	3821 Conaway Run Road	Middlebourne	WV	26149
35	579	Beverly K. Goddard	Yes	1.000000	3.3061	0.655334%	15-005029.0000	Ohio	Monroe	0.655334%	0.655334%	0.000000%	0.000000%	313 Guilford Avenue	Woodsfield	OH	43793
36	583	Susan L. Cade, now known as Susan L. Sedgmer	Yes	1.000000	3.3809	0.670159%	15-005013.0000	Ohio	Monroe	0.670159%	0.670159%	0.000000%	0.000000%	42990 Long Ridge Road	Clarington	OH	43915
37	596	John Gordon Cade	Yes	1.000000	35.7889	7.094056%	15-005007.0000	Ohio	Monroe	7.094056%	7.094056%	0.000000%	0.000000%	79 John Street	New Martinsville	WV	26155
38	655	Chad P. Heil	Yes	0.015625	0.9055	0.179491%	15-005010.0000	Ohio	Monroe	0.179491%	0.179491%	0.000000%	0.000000%	125 Timmerman Road	Mansfield	OH	44903
38	655	Heirs and/or Assigns of Katheryn Gale Stapp-Baugh	Yes	0.007813	0.4528	0.089745%	15-005010.0000	Ohio	Monroe	0.089745%	0.089745%	0.000000%	0.000000%	Unknown	Unknown	Unknown	Unknown
38	655	Jobe Mathew Stapp Attn: Tyler Inman, Guardian	Yes	0.007813	0.4528	0.089745%	15-005010.0000	Ohio	Monroe	0.089745%	0.089745%	0.000000%	0.000000%	4079 B Street	Springfield	OH	97478
38	655	Warren A. Whittaker	Yes	0.031250	1.8110	0.358981%	15-005010.0000	Ohio	Monroe	0.358981%	0.358981%	0.000000%	0.000000%	37991 State Route 7	Sardis	OH	43946
38	655	Nelson Kindall	Yes	0.010417	0.6037	0.119660%	15-005010.0000	Ohio	Monroe	0.119660%	0.119660%	0.000000%	0.000000%	6820 Potts Road	Riverview	FL	33569
38	655	Deborah A. Neuhart	Yes	0.010417	0.6037	0.119660%	15-005010.0000	Ohio	Monroe	0.119660%	0.119660%	0.000000%	0.000000%	1545 Salt River Loop NE	Rio Rancho	NM	87144
38	655	Pandora J. Neuhart Revocable Living Trust Dated 9/27/2016 Attn: James Jay Kindall, as Successor Trustee	Yes	0.010417	0.6037	0.119660%	15-005010.0000	Ohio	Monroe	0.119660%	0.119660%	0.000000%	0.000000%	4809 Woodward Drive	Harrisburg	PA	17111
		Pandora J. Neuhart Revocable Living Trust Dated 9/27/2016 Attn: Pandora J. Neuhart, Settler and Trustee												40189 Gun Club Road	Woodsfield	OH	43793

38	655	Schindler Ohio Properties, LLC Attn: Pauline J. Schindler	Yes	0.906250	52.5199	10.410461%	15-005010.0000	Ohio	Monroe	10.410461%	10.410461%	0.000000%	0.000000%	991 Killian Road	Akron	OH	44312
39	615	Chad P. Heil	Yes	0.166667	0.6951	0.137780%	15-005012.0000	Ohio	Monroe	0.137780%	0.137780%	0.000000%	0.000000%	125 Timmerman Road	Mansfield	OH	44903
39	615	Heirs and/or Assigns of Katheryn Gale Stapp-Baugh	Yes	0.083333	0.3475	0.068890%	15-005012.0000	Ohio	Monroe	0.068890%	0.068890%	0.000000%	0.000000%	Unknown	Unknown	Unknown	Unknown
39	615	Jobe Mathew Stapp Attn: Tyler Inman, Guardian	Yes	0.083333	0.3475	0.068890%	15-005012.0000	Ohio	Monroe	0.068890%	0.068890%	0.000000%	0.000000%	4079 B Street	Springfield	OH	97478
39	615	Warren Whittaker	Yes	0.333333	1.3902	0.275560%	15-005012.0000	Ohio	Monroe	0.275560%	0.275560%	0.000000%	0.000000%	37991 State Route 7	Sardis	OH	43946
39	615	Nelson Kindall	Yes	0.111111	0.4634	0.091853%	15-005012.0000	Ohio	Monroe	0.091853%	0.091853%	0.000000%	0.000000%	6820 Potts Road	Riverview	FL	33569
39	615	Deborah Neuhart	Yes	0.111111	0.4634	0.091853%	15-005012.0000	Ohio	Monroe	0.091853%	0.091853%	0.000000%	0.000000%	1545 Salt River Loop NE	Rio Rancho	NM	87144
39	615	Pandora Neuhart	Yes	0.111111	0.4634	0.091853%	15-005012.0000	Ohio	Monroe	0.091853%	0.091853%	0.000000%	0.000000%	40189 Gun Club Road	Woodsfield	OH	43793
40	615.1	Chad P. Heil	Yes	0.166667	0.2422	0.048000%	15-005026.1000	Ohio	Monroe	0.048000%	0.048000%	0.000000%	0.000000%	125 Timmerman Road	Mansfield	OH	44903
40	615.1	Heirs and/or Assigns of Katheryn Gale Stapp-Baugh	Yes	0.083333	0.1211	0.024000%	15-005026.1000	Ohio	Monroe	0.024000%	0.024000%	0.000000%	0.000000%	Unknown	Unknown	Unknown	Unknown
40	615.1	Jobe Mathew Stapp Attn: Tyler Inman, Guardian	Yes	0.083333	0.1211	0.024000%	15-005026.1000	Ohio	Monroe	0.024000%	0.024000%	0.000000%	0.000000%	4079 B Street	Springfield	OH	97478
40	615.1	Warren Whittaker	Yes	0.333333	0.4843	0.095999%	15-005026.1000	Ohio	Monroe	0.095999%	0.095999%	0.000000%	0.000000%	37991 State Route 7	Sardis	OH	43946
40	615.1	Nelson Kindall	Yes	0.111111	0.1614	0.032000%	15-005026.1000	Ohio	Monroe	0.032000%	0.032000%	0.000000%	0.000000%	6820 Potts Road	Riverview	FL	33569
40	615.1	Deborah Neuhart	Yes	0.111111	0.1614	0.032000%	15-005026.1000	Ohio	Monroe	0.032000%	0.032000%	0.000000%	0.000000%	1545 Salt River Loop NE	Rio Rancho	NM	87144
40	615.1	Pandora Neuhart	Yes	0.111111	0.1614	0.032000%	15-005026.1000	Ohio	Monroe	0.032000%	0.032000%	0.000000%	0.000000%	40189 Gun Club Road	Woodsfield	OH	43793
41	3688	SWN Production (Ohio), LLC Attn: Gary Nuckolls	Yes	1.000000	2.2301	0.442058%	15-005016.0000	Ohio	Monroe	0.442058%	0.442058%	0.000000%	0.000000%	10000 Energy Drive	Spring	TX	77389
42	672	B. Michael Coleman, Trustee of the Harold N. Harrison Revocable Trust dated September 9, 1992	Yes	1.000000	3.7103	0.735445%	15-005041.0000	Ohio	Monroe	0.735445%	0.735445%	0.000000%	0.000000%	52933 Fisher Hill Road	Clarington	OH	43915
43	686	Neva L. Hollis	Yes	1.000000	7.3935	1.465541%	15-005019.1000	Ohio	Monroe	1.465541%	1.465541%	0.000000%	0.000000%	1500 Weaver Drive, Apt 417	Granville	OH	43023
44	686.1	Deane E. Schultheis and Lee Ann Schultheis, husband and wife	Yes	1.000000	7.8144	1.548964%	15-005039.0000	Ohio	Monroe	1.548964%	1.548964%	0.000000%	0.000000%	42339 State Route 7	Clarington	OH	43915
45	709	Michael D. Schultheis and Darlene L. Schultheis (husband and wife), for their joint lives, remainder to the survivor of them	Yes	1.000000	5.7169	1.133201%	15-005024.0000	Ohio	Monroe	1.133201%	1.133201%	0.000000%	0.000000%	52901 Fischer Hill Road	Clarington	OH	43915
46	698	Robert L. Heslop, also known as Robert Lee Heslop	Yes	1.000000	8.1547	1.616412%	15-005025.0000	Ohio	Monroe	1.616412%	1.616412%	0.000000%	0.000000%	42293 State Route 7	Clarington	OH	43915
47	698	Robert L. Heslop, also known as Robert Lee Heslop	Yes	1.000000	0.9658	0.191434%	15-005022.0000	Ohio	Monroe	0.191434%	0.191434%	0.000000%	0.000000%	42293 State Route 7	Clarington	OH	43915
48	698	Robert L. Heslop, also known as Robert Lee Heslop	Yes	1.000000	5.7140	1.132615%	15-005021.0000	Ohio	Monroe	1.132615%	1.132615%	0.000000%	0.000000%	42293 State Route 7	Clarington	OH	43915
49	711	Darlene Schultheis	Yes	0.250000	0.4643	0.092033%	15-005031.0000	Ohio	Monroe	0.092033%	0.092033%	0.000000%	0.000000%	52901 Fisher Hill Road	Clarington	OH	43915
49	711	Deanna Lawrence	Yes	0.250000	0.4643	0.092033%	15-005031.0000	Ohio	Monroe	0.092033%	0.092033%	0.000000%	0.000000%	7385 Crosscreeks Road	Temperance	MI	48182
49	711	Denise Young	Yes	0.250000	0.4643	0.092033%	15-005031.0000	Ohio	Monroe	0.092033%	0.092033%	0.000000%	0.000000%	34911 Cronin Creek Road	Woodsfield	OH	43793
49	711	Bernard M. Coleman aka Bernard Michael Coleman	Yes	0.250000	0.4643	0.092033%	15-005031.0000	Ohio	Monroe	0.092033%	0.092033%	0.000000%	0.000000%	52933 Fisher Hill Road	Clarington	OH	43915
50-A	740B	Bounty Minerals, LLC Attn: Tracie R. Palmer	Yes	1.000000	0.1341	0.026588%	*15-00000.00000	Ohio	Monroe	0.026588%	0.026588%	0.000000%	0.000000%	777 Main Street, Suite 3400	Fort Worth	TX	76102
50-B	686.1	Deane E. Schultheis and Lee Ann Schultheis, husband and wife	Yes	1.000000	0.4449	0.088197%	*15-00000.00000	Ohio	Monroe	0.088197%	0.088197%	0.000000%	0.000000%	42339 State Route 7	Clarington	OH	43915
50-C	686	Neva L. Hollis	Yes	1.000000	0.1263	0.025035%	*15-00000.00000	Ohio	Monroe	0.025035%	0.025035%	0.000000%	0.000000%	1500 Weaver Drive, Apt 417	Granville	OH	43023
51-A	740B	Bounty Minerals, LLC Attn: Tracie R. Palmer	Yes	1.000000	0.5430	0.107638%	*15-00000.00000	Ohio	Monroe	0.107638%	0.107638%	0.000000%	0.000000%	777 Main Street, Suite 3400	Fort Worth	TX	76102
51-B	698	Robert L. Heslop, also known as Robert Lee Heslop	Yes	1.000000	0.3083	0.061115%	*15-00000.00000	Ohio	Monroe	0.061115%	0.061115%	0.000000%	0.000000%	42293 State Route 7	Clarington	OH	43915
52	740B	Bounty Minerals, LLC Attn: Tracie R. Palmer	Yes	1.000000	1.5037	0.298071%	15-005018.1000	Ohio	Monroe	0.298071%	0.298071%	0.000000%	0.000000%	777 Main Street, Suite 3400	Fort Worth	TX	76102
53-A	740B	Bounty Minerals, LLC Attn: Tracie R. Palmer	Yes	1.000000	1.8693	0.370536%	15-005018.0000	Ohio	Monroe	0.370536%	0.370536%	0.000000%	0.000000%	777 Main Street, Suite 3400	Fort Worth	TX	76102
53-B	740B	SWN Production (Ohio), LLC Attn: Gary Nuckolls	Yes	1.000000	0.6274	0.124357%	15-005018.0000	Ohio	Monroe	0.124357%	0.000000%	0.000000%	0.124357%	10000 Energy Drive	Spring	TX	77389

	TOTAL UNIT ACRES:	504.4916	100.000000%
NPRI = Non-Participating Royalty Interest	TOTAL LEASED ACRES:	465.2469	

**Indicates a tract without an associated Tax Parcel Number according to the Monroe County Parcel Viewer and ODNR Well*

Exhibit A-3													
All Unleased Mineral Owners in the proposed Schindler S #4 Unit.													
Tract Number	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in Unit (Net)	Tax Map Parcel ID	Tract Surface Use	Township	County	Address	City	State	Zip
16	Heirs and/or Assigns of Wesley W. Lude	No	0.300000	0.7384	0.146366%	15-006010.0000	Agricultural Vacant Land	Ohio	Monroe	Unknown	Unknown	Unknown	Unknown
		TOTAL UNIT ACRES:		504.4916	0.146366%								
		TOTAL UNLEASED ACRES:		0.7384									

Exhibit A-4 All Consenting Working Interest Owners in the proposed Schindler S #4 Unit.												
Tract Number	Consenting Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in Unit (Net)	Tax Map Parcel ID	Township	County
3	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	3.9456	0.782091%	18-028012.0000	Salem	Monroe
4	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	No - Consenting WI Owner	1.000000	22.2921	4.418731%	18-028011.0000	Salem	Monroe
5	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	No - Consenting WI Owner	1.000000	11.0035	2.181111%	18-028013.0000	Salem	Monroe
6	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	14.7036	2.914528%	18-028006.0000	Salem	Monroe
7	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	34.0047	6.740384%	18-028001.0000	Salem	Monroe
8	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	3.5060	0.694958%	18-028018.0000	Salem	Monroe
9	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	3.7455	0.742437%	18-029018.0000	Salem	Monroe
10	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	12.0218	2.382961%	18-029002.0000	Salem	Monroe
11	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	0.5718	0.113347%	18-029014.0000	Ohio	Monroe
12	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	No - Consenting WI Owner	1.000000	0.3114	0.061716%	15-007011.0000	Ohio	Monroe
13	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	2.0968	0.415621%	15-007001.0000	Ohio	Monroe
14	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	12.1341	2.405222%	15-006001.0000	Ohio	Monroe
15	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	19.0521	3.776500%	15-006016.0000	Ohio	Monroe
16	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	0.700000	1.7229	0.341521%	15-006010.0000	Ohio	Monroe
17	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	15.7132	3.114659%	15-006007.0000	Ohio	Monroe
18	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	15.5326	3.078857%	15-006014.0000	Ohio	Monroe
19	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	26.4613	5.245135%	15-006003.0000	Ohio	Monroe

20	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	4.6410	0.919935%	15-006020.0000	Ohio	Monroe
21	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	No - Consenting WI Owner	1.000000	1.9708	0.390645%	15-006015.0000	Ohio	Monroe
22	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	No - Consenting WI Owner	1.000000	0.5427	0.107566%	15-006008.0000	Ohio	Monroe
23	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	30.3876	6.023413%	15-006003.1000	Ohio	Monroe
24	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	16.3169	3.234318%	15-006018.0000	Ohio	Monroe
25	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	1.0919	0.216434%	15-006009.0000	Ohio	Monroe
26	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	1.4711	0.291591%	15-006017.0000	Ohio	Monroe
27	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	0.4763	0.094407%	15-006004.0000	Ohio	Monroe
28	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	31.2838	6.201060%	15-006002.0000	Ohio	Monroe
29	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	16.5314	3.276844%	15-004007.0000	Ohio	Monroe
30	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	1.4779	0.292945%	15-004019.0000	Ohio	Monroe
31	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	0.3269	0.064799%	15-013022.0000	Ohio	Monroe
32	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	0.7248	0.143666%	15-013015.0000	Ohio	Monroe
33	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	0.6777	0.134338%	15-013015.1000	Ohio	Monroe
34	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	3.3409	0.662227%	15-005015.0000	Ohio	Monroe
35	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	3.3061	0.655334%	15-005029.0000	Ohio	Monroe
36	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	3.3809	0.670159%	15-005013.0000	Ohio	Monroe
37	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	35.7889	7.094056%	15-005007.0000	Ohio	Monroe
38	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	57.9530	11.487405%	15-005010.0000	Ohio	Monroe
39	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	4.1705	0.826679%	15-005012.0000	Ohio	Monroe

40	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	1.4529	0.287998%	15-005026.1000	Ohio	Monroe
41	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	2.2301	0.442058%	15-005016.0000	Ohio	Monroe
42	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	3.7103	0.735445%	15-005041.0000	Ohio	Monroe
43	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	7.3935	1.465541%	15-005019.1000	Ohio	Monroe
44	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	7.8144	1.548964%	15-005039.0000	Ohio	Monroe
45	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	5.7169	1.133201%	15-005024.0000	Ohio	Monroe
46	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	8.1547	1.616412%	15-005025.0000	Ohio	Monroe
47	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	0.9658	0.191434%	15-005022.0000	Ohio	Monroe
48	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	5.7140	1.132615%	15-005021.0000	Ohio	Monroe
49	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	1.8572	0.368132%	15-005031.0000	Ohio	Monroe
50-A	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	0.1341	0.026588%	15-00000.00000	Ohio	Monroe
50-B	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	0.4449	0.088197%	15-00000.00000	Ohio	Monroe
50-C	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	0.1263	0.025035%	15-00000.00000	Ohio	Monroe
51-A	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	0.5430	0.107638%	15-00000.00000	Ohio	Monroe
51-B	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	0.3083	0.061115%	15-00000.00000	Ohio	Monroe
52	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	1.5037	0.298071%	15-005018.1000	Ohio	Monroe
53-A	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	Yes	1.000000	1.8693	0.370536%	15-005018.0000	Ohio	Monroe
53-B	SWN Production (Ohio), LLC Attn: Gary Nuckolls	10000 Energy Drive	Spring	TX	77389	Yes	1.000000	0.6274	0.124357%	15-005018.0000	Ohio	Monroe
							TOTAL UNIT ACRES:	504.4916	92.220939%			
							TOTAL CONSENTING ACRES:	465.2469				

Exhibit A-5												
All Non-Consenting Working Interest Owners in the proposed Schindler S #4 Unit.												
Tract Number	Non-Consenting Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in Unit (Net)	Tax Map Parcel ID	Township	County
1	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	19.4760	3.860521%	18-028002.0000	Salem	Monroe
2	Ascent Resources - Utica, LLC Attn: Kade Smith	3501 NW 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	19.0303	3.772174%	18-028016.0000	Salem	Monroe
							TOTAL UNIT ACRES:		504.4916	7.632695%		
							TOTAL NON-CONSENTING ACRES:		38.5063			

Exhibit A-6												
All parcels subject to pending ownership litigation or potential adverse ownership claims in the proposed Schindler S #4 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 (Net)	Tax Map Parcel ID	Township	County
1	Richcrest Farms, LLC (NPRI) Attn: P. Randall Feisley	102 Shady Lane	Marietta	OH	45750	Yes	1.000000	19.4760	3.860521%	18-028002.0000	Salem	Monroe
1	Heirs and/or Assigns of Monalee Arlen Jackson (NPRI)	Unknown	Unknown	Unknown	Unknown	No	1.000000	19.4760	3.860521%	18-028002.0000	Salem	Monroe
1	Cardinal Land Company, LLC (NPRI) Attn: Dawn Taylor	6211 Frame Road	Elkview	WV	25071	No				18-028002.0000	Salem	Monroe
1	EDR, LLC (NPRI) Attn: Jeremy Hankins, President	1401 Doug Baker Boulevard, Suite 107-182	Birmingham	AL	35242	No				18-028002.0000	Salem	Monroe
1	Bull Run Acquisitions II, LLC (NPRI) Attn: J.R. Mabry	499 W. Madison Street	Houston	MS	38851	No				18-028002.0000	Salem	Monroe
2	Heirs and/or Assigns of C.A. Rutter aka Charles A. Rutter (NPRI)	Unknown	Unknown	Unknown	Unknown	No				18-028016.0000	Salem	Monroe
2	Heirs and/or Assigns of Monalee Arlen Jackson (NPRI)	Unknown	Unknown	Unknown	Unknown	No	1.000000	19.0303	3.772174%	18-028016.0000	Salem	Monroe
2	Cardinal Land Company, LLC (NPRI) Attn: Dawn Taylor	6211 Frame Road	Elkview	WV	25071	No				18-028016.0000	Salem	Monroe
2	EDR, LLC (NPRI) Attn: Jeremy Hankins, President	1401 Doug Baker Boulevard, Suite 107-182	Birmingham	AL	35242	No				18-028016.0000	Salem	Monroe
2	Bull Run Acquisitions II, LLC (NPRI) Attn: J.R. Mabry	499 W. Madison Street	Houston	MS	38851	No				18-028016.0000	Salem	Monroe
2	Heirs and/or Assigns of Graham Johnston (NPRI)	Unknown	Unknown	Unknown	Unknown	No	1.000000	19.0303	3.772174%	18-028016.0000	Salem	Monroe
3	Crothers Minerals, LLC Attn: Richard S. Crothers, President	44714 Crothers Road	Clarington	OH	43915	Yes	1.000000	3.9456	0.782091%	18-028012.0000	Salem	Monroe
3	Heirs and/or Assigns of Ralph E. Roth	Unknown	Unknown	Unknown	Unknown	No	0.166667	0.6576	0.130349%	18-028012.0000	Salem	Monroe
3	Dee A. Vargo	100 Forrest Ridge	Woodsfield	OH	43793	Yes				18-028012.0000	Salem	Monroe
4	Heirs and/or Assigns of Robert W. Blum and Nora Blum, his wife (Oil Only)	Unknown	Unknown	Unknown	Unknown	No	0.015625	0.3483	0.069043%	18-028011.0000	Salem	Monroe
4	Heirs and/or Assigns of Louisa Blum (Oil Only)	Unknown	Unknown	Unknown	Unknown	No	0.015625	0.3483	0.069043%	18-028011.0000	Salem	Monroe
4	Heirs and/or Assigns of Fred Blum (Oil Only)	Unknown	Unknown	Unknown	Unknown	No	0.015625	0.3483	0.069043%	18-028011.0000	Salem	Monroe
4	Heirs and/or Assigns of Everett Blum and Bessie Blum, his wife (Oil Only)	Unknown	Unknown	Unknown	Unknown	No	0.015625	0.3483	0.069043%	18-028011.0000	Salem	Monroe
6	Heirs and/or Assigns of Robert W. Blum and Nora Blum, his wife (Oil Only)	Unknown	Unknown	Unknown	Unknown	No	0.015625	0.2297	0.045540%	18-028006.0000	Salem	Monroe
6	Heirs and/or Assigns of Louisa Blum (Oil Only)	Unknown	Unknown	Unknown	Unknown	No	0.015625	0.2297	0.045540%	18-028006.0000	Salem	Monroe
6	Heirs and/or Assigns of Fred Blum (Oil Only)	Unknown	Unknown	Unknown	Unknown	No	0.015625	0.2297	0.045540%	18-028006.0000	Salem	Monroe
6	Heirs and/or Assigns of Everett Blum and Bessie Blum, his wife (Oil Only)	Unknown	Unknown	Unknown	Unknown	No	0.015625	0.2297	0.045540%	18-028006.0000	Salem	Monroe
8	James Ernest Crumm, Jr.	50873 Beautiful Ridge Road	Clarington	OH	43915	Yes	1.000000	3.5060	0.694958%	18-028018.0000	Salem	Monroe
9	Heirs and/or Assigns of Jacob Mehl and Caroline Mehl	Unknown	Unknown	Unknown	Unknown	No	1.000000	3.7455	0.742437%	18-029018.0000	Salem	Monroe
10	Heirs and/or Assigns of Jacob Mehl and Caroline Mehl	Unknown	Unknown	Unknown	Unknown	No	1.000000	12.0218	2.382961%	18-029002.0000	Salem	Monroe
11	Heirs and/or Assigns of Jacob Mehl and Caroline Mehl	Unknown	Unknown	Unknown	Unknown	No	1.000000	0.5718	0.113347%	18-029014.0000	Salem	Monroe
14	Heirs and/or Assigns of Jacob Mehl and Caroline Mehl	Unknown	Unknown	Unknown	Unknown	No	1.000000	12.1341	2.405222%	15-006001.0000	Ohio	Monroe
15	Heirs and/or Assigns of Jacob Mehl and Caroline Mehl	Unknown	Unknown	Unknown	Unknown	No	1.000000	19.0521	3.776500%	15-006016.0000	Ohio	Monroe
16	Heirs and/or Assigns of C.F. Egger (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Cecilia Egger (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Gladys Lucille Zumkehr (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of John L. Zumkehr a/k/a John Lemar Zumkehr (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Patricia H. Zumkehr (NPRI)	3062 Bourbon Street	Sandford	NC	27332	No				15-006010.0000	Ohio	Monroe
16	Kevin Eric Zumkehr (NPRI)	1705 Red Clover Drive	Lebanon	OH	45036	No				15-006010.0000	Ohio	Monroe
16	Suzan Anne Apple (NPRI)	311 West 9th Street	Salem	OH	44460	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Wendell F. Zumkehr, a/k/a Wendell Frederick Zumkehr (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Wendell F. Zumkehr Revocable Trust, Elizabeth K. Williams, Successor Trustee (NPRI) Attn: Elizabeth K. Williams, Successor Trustee	709 Loretta Place	Lima	OH	45805	No				15-006010.0000	Ohio	Monroe
16	Shirley J. Zumkehr and her Unknown Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	John F. Zumkehr (NPRI)	113 N. Qual Lane, #B	Orange	CA	92869	No				15-006010.0000	Ohio	Monroe
16	Elizabeth Williams (NPRI)	709 Loretta Place	Lima	OH	45805	No				15-006010.0000	Ohio	Monroe
16	Margaret Rowe (NPRI)	4575 Allentown Road	Lima	OH	45807	No				15-006010.0000	Ohio	Monroe

16	Heirs and/or Assigns of Martha L. Mani (NPRI)	Unknown	Unknown	Unknown	Unknown	No	1.000000	2.4614	0.487888%	15-006010.0000	Ohio	Monroe
16	Martha L. Mani Revocable Trust (NPRI) Attn: Unknown Successor Trustee to George E. Mani, deceased	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of George E. Mani (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Janet R. Pierce (NPRI)	8948 Dancer Avenue NW	North Canton	OH	44720	No				15-006010.0000	Ohio	Monroe
16	Robert A. Mani (NPRI)	3023 SW 39th Street	Des Moines	IA	50321	No				15-006010.0000	Ohio	Monroe
16	Charles E. Zumkehr (NPRI)	24 Dockside Lane 462	Key Largo	FL	33037	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Marian Freda Miller (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Lois M. Kannen, a/k/a Lois Barney, a/k/a Lois Kannen-Barney (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Lois M. Kannen Trust, DTD 8/19/1983, William P. Kannen, Trustee (NPRI) Attn: William P. Kannen, Trustee	7196 Granby Drive	Hudson	OH	44236	No				15-006010.0000	Ohio	Monroe
16	William Kannen (NPRI)	7196 Granby Drive	Hudson	OH	44236	No				15-006010.0000	Ohio	Monroe
16	James Kannen (NPRI)	2984 Whispering Shores Drive	Vermilion	OH	44089	No				15-006010.0000	Ohio	Monroe
16	Stephen Kannen (NPRI)	8225 Farnsworth Road	Waterville	OH	43566	No				15-006010.0000	Ohio	Monroe
16	Robert Kannen and his Unknown Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Harland Miller (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Lois Jean Miller (NPRI)	5552 North Nickelplate Street	Louisville	OH	44641	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Richard Miller (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Judith C. Miller (NPRI)	10619 Park Place Drive	Largo	FL	33778	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Samuel W. Egger (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Aura Egger (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Bertha M. Egger (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of George Egger (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Grace Aurella Clifford (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Ruth Huckleberry (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Vivian Henderson (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Patricia J. Henderson (NPRI)	52383 Hutchison Road	Three Rivers	MI	49093	No				15-006010.0000	Ohio	Monroe
16	Mineral Development, Inc. (NPRI) Attn: Scott Gannon	110 Old Weston Rd.	Buckhannon	WV	26201	No						
16	Steven C. Henderson (NPRI)	20077 Dovekie Lane	Fort Mill	SC	29707	No				15-006010.0000	Ohio	Monroe
16	John D. Henderson (NPRI)	17890 Clifton Park Lane	Lakewood	OH	44107	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Pearl Ensinger	Unknown	Unknown	Unknown	Unknown	No	0.200000	0.4923	0.097578%	15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Wesley W. Lude deceased	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of John Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Jacob Herman Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Minnie D. Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Pearl Ensinger	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	The Larry W. McGary and Marian L. McGary Living Trust, Dated July 9, 1997 Attn: Larry W. McGary and Marian L. McGary	1281 Cleburne Drive	Fort Myers	FL	33919	Yes				15-006010.0000	Ohio	Monroe
16	Jerry R. Clegg	51089 Beautiful Ridge Road	Clarington	OH	43915	Yes				15-006010.0000	Ohio	Monroe
16	Donna L. Craig	51188 Beautiful Ridge Road	Clarington	OH	43915	Yes				15-006010.0000	Ohio	Monroe
16	Mark Lucas	52227 Sykes Ridge Road	Clarington	OH	43915	Yes				15-006010.0000	Ohio	Monroe
16	Lori Lucas	52227 Sykes Ridge Road	Clarington	OH	43915	Yes				15-006010.0000	Ohio	Monroe
16	Jerry McClellan	45774 Skyline Road	Woodsfield	OH	43793	Yes				15-006010.0000	Ohio	Monroe
16	Gary McClellan	45700 Skyline Road	Woodsfield	OH	43793	Yes				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Emma Marie Blatter	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Leola P. Blatter	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Clarence Blatter	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Margaret D. Shook	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Howard D. Shook	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Mary Ann Ragsdale	5460 Shawkoo Trail NE	Belmont	MI	49306	Yes				15-006010.0000	Ohio	Monroe
16	John H. Shook	2812 NE Street	Ft. Lauderdale	FL	33306	Yes				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Carol J. Hutchison	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Lisa Ann Palczewski	4282 Trail View Drive NE	Grand Rapids	MI	49525	Yes				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Florence R. Stenger	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe

16	Mary M. Gregor	31 Ruidoso Downs Road	Martinsburg	WV	25404	Yes	0.300000	0.7384	0.146366%	15-006010.0000	Ohio	Monroe
16	Judy Kidd	39945 Niemic Lane	Flushing	OH	43977	Yes				15-006010.0000	Ohio	Monroe
16	JoAnne Cline	15640 Sea Pine Drive	Hudson	FL	34667	Yes				15-006010.0000	Ohio	Monroe
16	Theresa Huck	13313 State Route 550	Fleming	OH	45729	Yes				15-006010.0000	Ohio	Monroe
16	David Stenger	2654 Blossom Avenue	Columbus	OH	43231	Yes				15-006010.0000	Ohio	Monroe
16	Joseph W. Stenger, Jr.	37444 Sunrise Hill Road	Barnesville	OH	43713	Yes				15-006010.0000	Ohio	Monroe
16	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	No				15-006010.0000	Ohio	Monroe
16	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	No				15-006010.0000	Ohio	Monroe
16	Equinor USA Onshore Properties Inc. Attn: Casey Quast	2107 CityWest Boulevard, Suite 100	Houston	TX	77042	No				15-006010.0000	Ohio	Monroe
16	Kathryn L. Warfield	53980 Warfield Road	Jerusalem	OH	43747	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Robert F. Stenger	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Tracy R. Davis	5755 Bourbon Ally S, AL	Jacksonville	FL	32277	Yes				15-006010.0000	Ohio	Monroe
16	Melissa Schultz	601 N. Chestnut Street	Barnesville	OH	43713	Yes				15-006010.0000	Ohio	Monroe
16	Bobbi Sue Stenger	67124 Oakwood Drive	Belmont	OH	43718	Yes				15-006010.0000	Ohio	Monroe
16	Casey Y. Day	65165 Barkcamp Road	Belmont	OH	43718	Yes				15-006010.0000	Ohio	Monroe
16	Douglas R. Stenger	56964 Ferryview Road	Martins Ferry	OH	43935	Yes				15-006010.0000	Ohio	Monroe
16	Robert Scott Stenger	486 Township Road 3	Rayland	OH	43943	Yes				15-006010.0000	Ohio	Monroe
16	Janet Lee Deal	7517 Sun Hill Drive	Portsmouth	OH	45662	Yes				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Carl Lewis Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Gladys Marie Sawyer	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Raymond W. Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Evelyn Blanche Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Mark Lude	54649 Colerain Pike	Martins Ferry	OH	43935	Yes				15-006010.0000	Ohio	Monroe
16	Linda Tennant	2911 Sycamore Springs Drive, Apt 705	Kingwood	TX	77339	Yes				15-006010.0000	Ohio	Monroe
16	Raymond W. Lude, Jr.	45682 Daugherty Road	Clarington	OH	43915	Yes				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Glenn Wesley Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Mary Elizabeth Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Jean Sommer Reitter	324 Lovers Lane	Steubenville	OH	43953	Yes				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Carl Eugene Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Margaret A. Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	George Carl Lude	941 Cambridge Road	Mason	OH	95040	Yes				15-006010.0000	Ohio	Monroe
16	Phyllis Jane McVey	65680 McGregor Hill Road	Bellaire	OH	43906	Yes				15-006010.0000	Ohio	Monroe
16	William Eugene Lude	6843 Oak Fair Avenue	Columbus	OH	43235	Yes				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Graydon G. Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Dorothy L. Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Robert Lude	5032 Firnley Avenue, Apt 1	Youngstown	OH	44515	Yes				15-006010.0000	Ohio	Monroe
16	Graydon Timothy Lude	4085 Stark Drive	Youngstown	OH	44515	Yes				15-006010.0000	Ohio	Monroe
16	James Lude	13488 Leffingwell Road	Berlin Center	OH	44401	Yes				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Lanny G. Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Bradley J. Lude	4193 Stark Drive	Youngstown	OH	44515	Yes				15-006010.0000	Ohio	Monroe
16	Lanny D. Lude	5046 Wrightsville Avenue	Wilmington	NC	28403	Yes				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of John Carl Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Trustee of the John C. Lude Revocable Living Trust Attn: Gerline Lude, Trustee	2819 E. Dublin Granville Road, Apt 602	Columbus	OH	43231	Yes				15-006010.0000	Ohio	Monroe
16	Gerline Lude	2819 E. Dublin Granville Road, Apt 602	Columbus	OH	43231	Yes				15-006010.0000	Ohio	Monroe
16	Cheryl Lynn Bradley	14137 Pine Street	Big Fork	MN	59911	Yes				15-006010.0000	Ohio	Monroe
16	Tamara Lee Sauter	161 Broad Street	Portsmouth	VA	23704	Yes				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Dale Lewis Lude, Sr.	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	John Rehl	1017 157th Street E.	Burnesville	MN	55306	Yes				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Dale Lewis Lude, Jr.	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Patricia Delong, Successor Trustee of the Dale L. Lude Jr. Trust U/A 12/23/2013	2005 Carroll Southern Road	Carroll	OH	43112	Yes				15-006010.0000	Ohio	Monroe
16	Dola R. Lude	2638 Hillsboro Valley Park Road	High Ridge	MO	63049	Yes				15-006010.0000	Ohio	Monroe

16	Linda M. Cagianno	1425 Sharon Brook Court	Columbus	OH	43229	No				15-006010.0000	Ohio	Monroe
16	Ruth A. Mennom and her Unknown Heirs and/or Assigns	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	John Lude	2806 Maplewood Drive	Columbus	OH	43231	No				15-006010.0000	Ohio	Monroe
16	Rebecca Leyser	11 Hopkin Court	Berkeley	CA	94706	No				15-006010.0000	Ohio	Monroe
16	Patricia DeLong	2005 Carroll Southern Road	Carroll	OH	43112	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of David L. Lude	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Joshua L. Lude	68190 Lloydsville Bannock Road	Belmont	OH	43718	No				15-006010.0000	Ohio	Monroe
16	Laura Graham	159 Calvert Circle	Bunker Hill	WV	25413	No				15-006010.0000	Ohio	Monroe
16	Joy Lude	28 South 18th Street, Apt 2	Camp Hill	PA	27011	No				15-006010.0000	Ohio	Monroe
16	Kristi L. Paxton aka Kristi L. Riggins	514 Broken Oak Court	Mansfield	OH	44904	No				15-006010.0000	Ohio	Monroe
16	Gail S. Lude	68125 Lloydsville Bannock Road	Belmont	OH	43718	No				15-006010.0000	Ohio	Monroe
16	Bruce A. Lloyd	7544 Twing Ridge Drive	Cedar Hill	MO	63026	No				15-006010.0000	Ohio	Monroe
16	Debra L. Bourbon	20 Painted Pony Drive	O'Fallon	MO	63366	No				15-006010.0000	Ohio	Monroe
16	Mark E. Lloyd	43 Frontier Trail	Fenton	MO	63026	No				15-006010.0000	Ohio	Monroe
13	Derek A. Lloyd	50130 W. Rustic Drive, Apt 2	Saint Clairsville	OH	43950	No				15-006010.0000	Ohio	Monroe
16	Heirs and/or Assigns of Myrna L. Morgan	Unknown	Unknown	Unknown	Unknown	No				15-006010.0000	Ohio	Monroe
16	Laura L. Morgan	535 W. 16th Street	Tempe	AZ	85281	No				15-006010.0000	Ohio	Monroe
		Volkartstrasse 30	Munich	Germany	80634							
16	Lola C. Morgan	222 Clubhill Drive	San Antonio	TX	78228	Yes				15-006010.0000	Ohio	Monroe
16	Nathan Colson	4783 Algonquin Trail	Stow	OH	44224	Yes				15-006010.0000	Ohio	Monroe
17	Robie Palmer and Laura Palmer, husband and wife, as joint survivorship tenants (NPRI)	51402 Beautiful Ridge Road	Clarington	OH	43915	No	1.000000	15.7132	3.114659%	15-006007.0000	Ohio	Monroe
21	Robie Palmer and Laura Palmer, husband and wife, as joint survivorship tenants	51402 Beautiful Ridge Road	Clarington	OH	43915	No	1.000000	1.9708	0.390645%	15-006015.0000	Ohio	Monroe
24	Larissa A. Longwell (TOD)	46338 Kurtzman Road	Clarington	OH	43915	Yes	0.111111	1.8130	0.359369%	15-006018.0000	Ohio	Monroe
24	Landyn A. Lucas (TOD)	52189 Sykes Ridge Road	Clarington	OH	43915	Yes	0.111111	1.8130	0.359369%	15-006018.0000	Ohio	Monroe
24	Lakyn A. Merrifield (TOD)	52271 Sykes Ridge Road	Clarington	OH	43915	Yes	0.111111	1.8130	0.359369%	15-006018.0000	Ohio	Monroe
26	Heirs and/or Assigns of Lillian Marty	Unknown	Unknown	Unknown	Unknown	Yes				15-006017.0000	Ohio	Monroe
26	Lois M. Marty	42741 Long Ridge Road	Clarington	OH	43915	Yes				15-006017.0000	Ohio	Monroe
26	Heirs and/or Assigns of Marvin G. Jacobs	Unknown	Unknown	Unknown	Unknown	Yes	0.500000	0.7355	0.145795%	15-006017.0000	Ohio	Monroe
26	Devon Jacobs	112 Church Street	Clarington	OH	43915	Yes				15-006017.0000	Ohio	Monroe
26	Eileen Mignerey	9649 N 8 Mile Creek Road	Cantonment	FL	32533	Yes				15-006017.0000	Ohio	Monroe
26	Marvin W. Marty	15735 Bucks Lake Road	Guysville	OH	45735	Yes				15-006017.0000	Ohio	Monroe
38	Heirs and/or Assigns of Greg McKelvey	Unknown	Unknown	Unknown	Unknown	Yes	0.010417	0.6037	0.119660%	15-005010.0000	Ohio	Monroe
38	Kimberly L. Jones	218 Young Lane	St. Clairsville	OH	43950	Yes						
	Lindsay Adaline Baugh	168 S. Marietta Street	St. Clairsville	OH	43950	Yes	0.007813	0.4528	0.089745%	15-005010.0000	Ohio	Monroe
	Camden Michael Baugh	168 S. Marietta Street	St. Clairsville	OH	43950	Yes						
39	Terrell Johnson, Jr.	42946 Long Ridge Road	Clarington	OH	43915	No	0.500000	2.0853	0.413339%	15-005012.0000	Ohio	Monroe
39	Donna L. Johnson	42946 Long Ridge Road	Clarington	OH	43915	No	0.500000	2.0853	0.413339%	15-005012.0000	Ohio	Monroe
39	Heirs and/or Assigns of Greg McKelvey	Unknown	Unknown	Unknown	Unknown	No	0.111111	0.4634	0.091853%	15-005012.0000	Ohio	Monroe
39	Kimberly L. Jones	218 Young Lane	St. Clairsville	OH	43950	Yes						
	Lindsay Adaline Baugh	168 S. Marietta Street	St. Clairsville	OH	43950	Yes	0.083333	0.3475	0.068890%	15-005012.0000	Ohio	Monroe
	Camden Michael Baugh	168 S. Marietta Street	St. Clairsville	OH	43950	Yes						
40	Linda Gay Johnson	52246 Township Road 2558	Clarington	OH	43915	No	1.000000	1.4529	0.287998%	15-005026.1000	Ohio	Monroe
40	Heirs and/or Assigns of Greg McKelvey	Unknown	Unknown	Unknown	Unknown	No	0.111111	0.1614	0.032000%	15-005026.1000	Ohio	Monroe
40	Kimberly L. Jones	218 Young Lane	St. Clairsville	OH	43950	Yes						
	Lindsay Adaline Baugh	168 S. Marietta Street	St. Clairsville	OH	43950	Yes	0.083333	0.1211	0.024000%	15-005026.1000	Ohio	Monroe
	Camden Michael Baugh	168 S. Marietta Street	St. Clairsville	OH	43950	Yes						
43	Cheryl Jeanne Holton (TOD)	7836 Sable Court	Dublin	OH	43016					15-005019.1000	Ohio	Monroe
43	Jill Renae Arrasmith (TOD)	3175 Inwood Drive NW	Massillon	OH	44646	Yes	0.333334	2.4645	0.488515%	15-005019.1000	Ohio	Monroe
43	Kimberly Sue Holton (TOD)	2405 Sandstrom Drive	Columbus	OH	43235					15-005019.1000	Ohio	Monroe
43	Dale Richard Hollis (TOD)	76 Greenland Drive	Newark	OH	43055					15-005019.1000	Ohio	Monroe
43	Bryan Tyler Hollis (TOD)	c/o Dale Richard Hollis 76 Greenland Drive	Newark	OH	43055	Yes	0.333333	2.4645	0.488513%	15-005019.1000	Ohio	Monroe
43	Andrew Steven Hollis (TOD)	c/o Dale Richard Hollis 76 Greenland Drive	Newark	OH	43055					15-005019.1000	Ohio	Monroe

43	Patricia Andrews (TOD)	371 Alford Drive	Newark	OH	43055	Yes	0.333333	2.4645	0.488513%	15-005019.1000	Ohio	Monroe
43	Amanda Mae Andrews (TOD)	59 South 27th Street	Newark	OH	43055					15-005019.1000	Ohio	Monroe
43	Diane Elaine Barnes (TOD)	780 Saratoga Avenue	Newark	OH	43055					15-005019.1000	Ohio	Monroe
43	Angela Christine Andrews (TOD)	371 Alford Drive	Newark	OH	43055					15-005019.1000	Ohio	Monroe
46	Heirs and/or Assigns of Katie Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No	1.000000	8.1547	1.616412%	15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Charles F. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Suzanne Eileen Bates (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Richard L. Bates or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Martha Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of George F. Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Margaret M. Paden or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Patricia G. Peterson (NPRI)	PO Box 686	Poulsbo	WA	98370	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Kathryn P. Brockman (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Jeryll Joyce Anderson (NPRI)	20 Woodchuck Hollow Lane	Wading River	NY	11792	No				15-005025.0000	Ohio	Monroe
46	Frederick Paden Brockman (NPRI)	411 SE 2nd Street	Cape Coral	FL	33904	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Witton Dunn, aka William W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Glenn C. Dunn (NPRI)	500 Crisswell Road	Butler	PA	16002	No				15-005025.0000	Ohio	Monroe
46	Thomas E. Dunn (NPRI)	5844 Moriah Place	Lakeland	FL	33810	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Harvey Earl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Harvey Earl Dunn, Jr., aka Earl Dunn, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	James J. Dunn (NPRI)	2381 Unity Terrace	Lady Lake	FL	32162	No				15-005025.0000	Ohio	Monroe
46	Carl E. Dunn (NPRI)	1676 Norfolk Avenue	Lady Lake	FL	32162	No				15-005025.0000	Ohio	Monroe
46	David L. Dunn (NPRI)	3012 Pump House Road	Birmingham	AL	35243	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Maxine E. Pierce (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Mildred A. Grammer (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Pearl E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of William E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Lody E. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Shirley Joan Scott (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Sheryl A. Norsen (NPRI)	7176 Trillum Court	Revenna	OH	44266	No				15-005025.0000	Ohio	Monroe
46	Gregory E. Scott or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Sandra L. Shipper (NPRI)	2700 Peterson Place, Apt. 4N	Costa Mesa	CA	92626	No				15-005025.0000	Ohio	Monroe
46	Rhonda K. Daczko (NPRI)	10910 Mantua Center Road	Mantua	OH	44255	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of George Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Ruth Eliza Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	George Stevens Dunn (NPRI)	8929 State Route 555	Cutler	OH	45724	No				15-005025.0000	Ohio	Monroe
46	Tracy Earl Dunn (NPRI)	443 Barberton Drive	Virginia Beach	VA	23451	No				15-005025.0000	Ohio	Monroe
46	Heirs or Assigns of Esther E. Gardner, aka Esther Ellen Loughry (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Charles Loughry (NPRI)	260 Gale Avenue	Newport	OH	45768	No				15-005025.0000	Ohio	Monroe
46	Vena G. Cecil (NPRI)	43757 Township Road 1043	Lewis Center	OH	43754	No				15-005025.0000	Ohio	Monroe
46	Jerri L. Bach (NPRI)	112 2nd Street	Clarington	OH	43915	No				15-005025.0000	Ohio	Monroe
46	Terry L. Gardner (NPRI)	1079 Mudsoc Road	Patriot	OH	45658	No				15-005025.0000	Ohio	Monroe
46	Randy M. Gardner (NPRI)	38244 Dearth Rias Run Road	Garysville	OH	45737	No				15-005025.0000	Ohio	Monroe
46	Marla E. Conrad (NPRI)	113 Andover Road	Woodsfield	OH	43793	No				15-005025.0000	Ohio	Monroe
46	Rick L. Gardner (NPRI)	40988 Mist Valley Road	Garysville	OH	45737	No				15-005025.0000	Ohio	Monroe
46	Peggy A. Gardner (NPRI)	49815 Lewisville Northern Road	Lewis	OH	43754	No				15-005025.0000	Ohio	Monroe
46	Summer D. Thomas (NPRI)	43093 State Route 26	Woodsfield	OH	43793	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Gwendolyn V. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of George A. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Margaret Ann Dever (NPRI)	584 American Heritage Parkway	Orlando	FL	32809	No				15-005025.0000	Ohio	Monroe
46	Richard A. Cecil (NPRI)	4215 Pine Island Road NW	Matlacha	FL	33933	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of William H. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Cheryl Hollis Cecil (NPRI)	196 Baberry Lane	Blairsville	GA	30512	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Roger H. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Wanda W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe

46	Jeffrey Alan Dunn (NPRI)	PO Box 71	New Matamoras	OH	45767	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Charles E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Mary M. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Ralph R. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Mazie Mae Dunn (NPRI)	611 4th Street	New Matamoras	OH	45767	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Della Pearl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Edith M. Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Mildred V. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Robert C. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Sandra K. Leehan (NPRI)	3101 Thunder Road	Alamogordo	NM	88310	No				15-005025.0000	Ohio	Monroe
46	Robert S. Scarnechia (NPRI)	5631 Matalle Avenue	Dallas	TX	75206	No				15-005025.0000	Ohio	Monroe
46	David W. Scarnechia (NPRI)	5525 Fairmont Pike Road	Wheeling	WV	26003	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Dale Owen Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Ruth J. Myers (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Betty Jean Myers (NPRI)	2230 Chapline Street, Apt 318	Wheeling	WV	26003	No	1.000000	8.1547	1.616412%	15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of John William Guthrie, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Sandra Kay Guthrie (NPRI)	5 Fieldcrest Avenue	Wheeling	WV	26003	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Erma I. Vance (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	James R. Vance (NPRI)	1009 Marshall Street	McMechan	WV	26040	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Kenneth D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Evelyn Mae Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Leslie D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Mabel A. McCabe, aka Mabel A. Hissom (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Heirs and/or Assigns of Frederick James McCabe (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005025.0000	Ohio	Monroe
46	Kelly E. Evans (NPRI)	8855 Ontario Street NW	Massilon	OH	44646	No				15-005025.0000	Ohio	Monroe
47	Heirs and/or Assigns of Katie Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Charles F. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Suzanne Eileen Bates (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Richard L. Bates or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Martha Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of George F. Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Margaret M. Paden or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Patricia G. Peterson (NPRI)	PO Box 686	Poulsbo	WA	98370	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Kathryn P. Brockman (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Jeryll Joyce Anderson (NPRI)	20 Woodchuck Hollow Lane	Wading River	NY	11792	No				15-005022.0000	Ohio	Monroe
47	Frederick Paden Brockman (NPRI)	411 SE 2nd Street	Cape Coral	FL	33904	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Witten Dunn, aka William W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Glenn C. Dunn (NPRI)	500 Crisswell Road	Butler	PA	16002	No				15-005022.0000	Ohio	Monroe
47	Thomas E. Dunn (NPRI)	5844 Moriah Place	Lakeland	FL	33810	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Harvey Earl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Harvey Earl Dunn, Jr., aka Earl Dunn, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	James J. Dunn (NPRI)	2381 Unity Terrace	Lady Lake	FL	32162	No				15-005022.0000	Ohio	Monroe
47	Carl E. Dunn (NPRI)	1676 Norfolk Avenue	Lady Lake	FL	32162	No				15-005022.0000	Ohio	Monroe
47	David L. Dunn (NPRI)	3012 Pump House Road	Birmingham	AL	35243	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Maxine E. Pierce (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Mildred A. Grammer (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Pearl E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of William E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Lody E. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Shirley Joan Scott (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Sheryl A. Norsen (NPRI)	7176 Trillum Court	Revenna	OH	44266	No				15-005022.0000	Ohio	Monroe
47	Gregory E. Scott or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Sandra L. Shipper (NPRI)	2700 Peterson Place, Apt. 4N	Costa Mesa	CA	92626	No	1.000000	0.9658	0.191434%	15-005022.0000	Ohio	Monroe
47	Rhonda K. Daczko (NPRI)	10910 Mantua Center Road	Mantua	OH	44255	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of George Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe

47	Heirs and/or Assigns of Ruth Eliza Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No	1.000000	0.9658	0.191434%	15-005022.0000	Ohio	Monroe
47	George Stevens Dunn (NPRI)	8929 State Route 555	Cutler	OH	45724	No				15-005022.0000	Ohio	Monroe
47	Tracy Earl Dunn (NPRI)	443 Barberton Drive	Virginia Beach	VA	23451	No				15-005022.0000	Ohio	Monroe
47	Heirs or Assigns of Esther E. Gardner, aka Esther Ellen Loughry (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Charles Loughry (NPRI)	260 Gale Avenue	Newport	OH	45768	No				15-005022.0000	Ohio	Monroe
47	Vena G. Cecil (NPRI)	43757 Township Road 1043	Lewis Center	OH	43754	No				15-005022.0000	Ohio	Monroe
47	Jerri L. Bach (NPRI)	112 2nd Street	Clarington	OH	43915	No				15-005022.0000	Ohio	Monroe
47	Terry L. Gardner (NPRI)	1079 Mudsoc Road	Patriot	OH	45658	No				15-005022.0000	Ohio	Monroe
47	Randy M. Gardner (NPRI)	38244 Dearth Rias Run Road	Garysville	OH	45737	No				15-005022.0000	Ohio	Monroe
47	Marla E. Conrad (NPRI)	113 Andover Road	Woodsfield	OH	43793	No				15-005022.0000	Ohio	Monroe
47	Rick L. Gardner (NPRI)	40988 Mist Valley Road	Garysville	OH	45737	No				15-005022.0000	Ohio	Monroe
47	Peggy A. Gardner (NPRI)	49815 Lewisville Northern Road	Lewis	OH	43754	No				15-005022.0000	Ohio	Monroe
47	Summer D. Thomas (NPRI)	43093 State Route 26	Woodsfield	OH	43793	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Gwendolyn V. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of George A. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
36	Margaret Ann Dever (NPRI)	584 American Heritage Parkway	Orlando	FL	32809	No				15-005022.0000	Ohio	Monroe
47	Richard A. Cecil (NPRI)	4215 Pine Island Road NW	Matlacha	FL	33933	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of William H. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Cheryl Hollis Cecil (NPRI)	196 Baberry Lane	Blairsville	GA	30512	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Roger H. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Wanda W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Jeffrey Alan Dunn (NPRI)	PO Box 71	New Matamoras	OH	45767	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Charles E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Mary M. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Ralph R. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Mazie Mae Dunn (NPRI)	611 4th Street	New Matamoras	OH	45767	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Della Pearl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Edith M. Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Mildred V. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Robert C. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Sandra K. Leehan (NPRI)	3101 Thunder Road	Alamogordo	NM	88310	No				15-005022.0000	Ohio	Monroe
47	Robert S. Scarnechia (NPRI)	5631 Matalle Avenue	Dallas	TX	75206	No				15-005022.0000	Ohio	Monroe
47	David W. Scarnechia (NPRI)	5525 Fairmont Pike Road	Wheeling	WV	26003	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Dale Owen Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Ruth J. Myers (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Betty Jean Myers (NPRI)	2230 Chapline Street, Apt 318	Wheeling	WV	26003	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of John William Guthrie, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Sandra Kay Guthrie (NPRI)	5 Fieldcrest Avenue	Wheeling	WV	26003	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Erma I. Vance (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	James R. Vance (NPRI)	1009 Marshall Street	McMechan	WV	26040	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Kenneth D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Evelyn Mae Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Leslie D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Mabel A. McCabe, aka Mabel A. Hissom (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Heirs and/or Assigns of Frederick James McCabe (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005022.0000	Ohio	Monroe
47	Kelly E. Evans (NPRI)	8855 Ontario Street NW	Massilon	OH	44646	No				15-005022.0000	Ohio	Monroe
48	Heirs and/or Assigns of Katie Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Charles F. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Suzanne Eileen Bates (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Richard L. Bates or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Martha Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of George F. Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Margaret M. Paden or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Patricia G. Peterson (NPRI)	PO Box 686	Poulsbo	WA	98370	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Kathryn P. Brockman (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe

48	Jeryll Joyce Anderson (NPRI)	20 Woodchuck Hollow Lane	Wading River	NY	11792	No	1.000000	5.7140	1.132615%	15-005021.0000	Ohio	Monroe
48	Frederick Paden Brockman (NPRI)	411 SE 2nd Street	Cape Coral	FL	33904	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Witton Dunn, aka William W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Glenn C. Dunn (NPRI)	500 Crisswell Road	Butler	PA	16002	No				15-005021.0000	Ohio	Monroe
48	Thomas E. Dunn (NPRI)	5844 Moriah Place	Lakeland	FL	33810	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Harvey Earl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Harvey Earl Dunn, Jr., aka Earl Dunn, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	James J. Dunn (NPRI)	2381 Unity Terrace	Lady Lake	FL	32162	No				15-005021.0000	Ohio	Monroe
48	Carl E. Dunn (NPRI)	1676 Norfolk Avenue	Lady Lake	FL	32162	No				15-005021.0000	Ohio	Monroe
48	David L. Dunn (NPRI)	3012 Pump House Road	Birmingham	AL	35243	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Maxine E. Pierce (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Mildred A. Grammer (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Pearl E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of William E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Lody E. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Shirley Joan Scott (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Sheryl A. Norsen (NPRI)	7176 Trillum Court	Revenna	OH	44266	No				15-005021.0000	Ohio	Monroe
48	Gregory E. Scott or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Sandra L. Shipper (NPRI)	2700 Peterson Place, Apt. 4N	Costa Mesa	CA	92626	No				15-005021.0000	Ohio	Monroe
48	Rhonda K. Daczko (NPRI)	10910 Mantua Center Road	Mantua	OH	44255	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of George Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Ruth Eliza Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	George Stevens Dunn (NPRI)	8929 State Route 555	Cutler	OH	45724	No				15-005021.0000	Ohio	Monroe
48	Tracy Earl Dunn (NPRI)	443 Barberton Drive	Virginia Beach	VA	23451	No				15-005021.0000	Ohio	Monroe
48	Heirs or Assigns of Esther E. Gardner, aka Esther Ellen Loughry (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Charles Loughry (NPRI)	260 Gale Avenue	Newport	OH	45768	No				15-005021.0000	Ohio	Monroe
48	Vena G. Cecil (NPRI)	43757 Township Road 1043	Lewis Center	OH	43754	No				15-005021.0000	Ohio	Monroe
48	Jerri L. Bach (NPRI)	112 2nd Street	Clarington	OH	43915	No				15-005021.0000	Ohio	Monroe
48	Terry L. Gardner (NPRI)	1079 Mudsoe Road	Patriot	OH	45658	No				15-005021.0000	Ohio	Monroe
48	Randy M. Gardner (NPRI)	38244 Dearth Rias Run Road	Garysville	OH	45737	No				15-005021.0000	Ohio	Monroe
48	Maria E. Conrad (NPRI)	113 Andover Road	Woodsfield	OH	43793	No				15-005021.0000	Ohio	Monroe
48	Rick L. Gardner (NPRI)	40988 Mist Valley Road	Garysville	OH	45737	No				15-005021.0000	Ohio	Monroe
48	Peggy A. Gardner (NPRI)	49815 Lewisville Northern Road	Lewis	OH	43754	No				15-005021.0000	Ohio	Monroe
48	Summer D. Thomas (NPRI)	43093 State Route 26	Woodsfield	OH	43793	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Gwendolyn V. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of George A. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Margaret Ann Dever (NPRI)	584 American Heritage Parkway	Orlando	FL	32809	No				15-005021.0000	Ohio	Monroe
48	Richard A. Cecil (NPRI)	4215 Pine Island Road NW	Matlacha	FL	33933	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of William H. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Cheryl Hollis Cecil (NPRI)	196 Baberry Lane	Blairsville	GA	30512	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Roger H. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Wanda W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Jeffrey Alan Dunn (NPRI)	PO Box 71	New Matamoras	OH	45767	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Charles E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Mary M. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Ralph R. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Mazie Mae Dunn (NPRI)	611 4th Street	New Matamoras	OH	45767	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Della Pearl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Edith M. Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Mildred V. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Robert C. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Sandra K. Leehan (NPRI)	3101 Thunder Road	Alamogordo	NM	88310	No				15-005021.0000	Ohio	Monroe
48	Robert S. Scarnechia (NPRI)	5631 Matalle Avenue	Dallas	TX	75206	No				15-005021.0000	Ohio	Monroe
48	David W. Scarnechia (NPRI)	5525 Fairmont Pike Road	Wheeling	WV	26003	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Dale Owen Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe

48	Heirs and/or Assigns of Ruth J. Myers (NPRI)	Unknown	Unknown	Unknown	Unknown	No	1.000000	5.7140	1.132615%	15-005021.0000	Ohio	Monroe
48	Betty Jean Myers (NPRI)	2230 Chapline Street, Apt 318	Wheeling	WV	26003	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of John William Guthrie, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Sandra Kay Guthrie (NPRI)	5 Fieldcrest Avenue	Wheeling	WV	26003	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Erma I. Vance (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	James R. Vance (NPRI)	1009 Marshall Street	McMechan	WV	26040	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Kenneth D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Evelyn Mae Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Leslie D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Mabel A. McCabe, aka Mabel A. Hissom (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Heirs and/or Assigns of Frederick James McCabe (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005021.0000	Ohio	Monroe
48	Kelly E. Evans (NPRI)	8855 Ontario Street NW	Massilon	OH	44646	No				15-005021.0000	Ohio	Monroe
50-A	State of Ohio, Dept. of Transportation Attn: Paul Russell, Chief Legal Counsel	1980 West Broad Street Mail Stop 1500	Columbus	OH	43223	No	1.000000	0.1341	0.026588%	15-00000.00000	Ohio	Monroe
50-A	Norfolk Southern Railway Attn: Alan H. Shaw, CEO	650 West Peachtree Stree	Atlanta	GA	30308	No	1.000000	0.1341	0.026588%	15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Michael Spring	Unknown	Unknown	Unknown	Unknown	No	1.000000	0.1341	0.026588%	15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Katie Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Charles F. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Suzanne Eileen Bates (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Richard L. Bates or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Martha Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of George F. Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Margaret M. Paden or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Patricia G. Peterson (NPRI)	PO Box 686	Poulsbo	WA	98370	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Kathryn P. Brockman (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Jeryll Joyce Anderson (NPRI)	20 Woodchuck Hollow Lane	Wading River	NY	11792	No				15-00000.00000	Ohio	Monroe
50-A	Frederick Paden Brockman (NPRI)	411 SE 2nd Street	Cape Coral	FL	33904	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Witton Dunn, aka William W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Glenn C. Dunn (NPRI)	500 Crisswell Road	Butler	PA	16002	No				15-00000.00000	Ohio	Monroe
50-A	Thomas E. Dunn (NPRI)	5844 Moriah Place	Lakeland	FL	33810	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Harvey Earl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Harvey Earl Dunn, Jr., aka Earl Dunn, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	James J. Dunn (NPRI)	2381 Unity Terrace	Lady Lake	FL	32162	No				15-00000.00000	Ohio	Monroe
50-A	Carl E. Dunn (NPRI)	1676 Norfolk Avenue	Lady Lake	FL	32162	No				15-00000.00000	Ohio	Monroe
50-A	David L. Dunn (NPRI)	3012 Pump House Road	Birmingham	AL	35243	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Maxine E. Pierce (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Mildred A. Grammer (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Pearl E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of William E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Lody E. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Shirley Joan Scott (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Sheryl A. Norsen (NPRI)	7176 Trillum Court	Revenna	OH	44266	No				15-00000.00000	Ohio	Monroe
50-A	Gregory E. Scott or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Sandra L. Shipper (NPRI)	2700 Peterson Place, Apt. 4N	Costa Mesa	CA	92626	No				15-00000.00000	Ohio	Monroe
50-A	Rhonda K. Daczko (NPRI)	10910 Mantua Center Road	Mantua	OH	44255	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of George Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Ruth Eliza Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	George Stevens Dunn (NPRI)	8929 State Route 555	Cutler	OH	45724	No				15-00000.00000	Ohio	Monroe
50-A	Tracy Earl Dunn (NPRI)	443 Barberton Drive	Virginia Beach	VA	23451	No				15-00000.00000	Ohio	Monroe
50-A	Heirs or Assigns of Esther E. Gardner, aka Esther Ellen Loughry (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Charles Loughry (NPRI)	260 Gale Avenue	Newport	OH	45768	No				15-00000.00000	Ohio	Monroe
50-A	Vena G. Cecil (NPRI)	43757 Township Road 1043	Lewis Center	OH	43754	No				15-00000.00000	Ohio	Monroe
50-A	Jerri L. Bach (NPRI)	112 2nd Street	Clarington	OH	43915	No				15-00000.00000	Ohio	Monroe

50-A	Terry L. Gardner (NPRI)	1079 Mudsoc Road	Patriot	OH	45658	No	1.000000	0.1341	0.026588%	15-00000.00000	Ohio	Monroe
50-A	Randy M. Gardner (NPRI)	38244 Dearth Rias Run Road	Garysville	OH	45737	No				15-00000.00000	Ohio	Monroe
50-A	Maria E. Conrad (NPRI)	113 Andover Road	Woodsfield	OH	43793	No				15-00000.00000	Ohio	Monroe
50-A	Rick L. Gardner (NPRI)	40988 Mist Valley Road	Garysville	OH	45737	No				15-00000.00000	Ohio	Monroe
50-A	Peggy A. Gardner (NPRI)	49815 Lewisville Northern Road	Lewis	OH	43754	No				15-00000.00000	Ohio	Monroe
50-A	Summer D. Thomas (NPRI)	43093 State Route 26	Woodsfield	OH	43793	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Gwendolyn V. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of George A. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Margaret Ann Dever (NPRI)	584 American Heritage Parkway	Orlando	FL	32809	No				15-00000.00000	Ohio	Monroe
50-A	Richard A. Cecil (NPRI)	4215 Pine Island Road NW	Matlacha	FL	33933	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of William H. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Cheryl Hollis Cecil (NPRI)	196 Baberry Lane	Blairsville	GA	30512	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Roger H. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Wanda W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Jeffrey Alan Dunn (NPRI)	PO Box 71	New Matamoras	OH	45767	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Charles E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Mary M. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Ralph R. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Mazie Mae Dunn (NPRI)	611 4th Street	New Matamoras	OH	45767	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Della Pearl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Edith M. Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Mildred V. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Robert C. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Sandra K. Leehan (NPRI)	3101 Thunder Road	Alamogordo	NM	88310	No				15-00000.00000	Ohio	Monroe
50-A	Robert S. Scarnechia (NPRI)	5631 Matalle Avenue	Dallas	TX	75206	No				15-00000.00000	Ohio	Monroe
50-A	David W. Scarnechia (NPRI)	5525 Fairmont Pike Road	Wheeling	WV	26003	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Dale Owen Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Ruth J. Myers (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Betty Jean Myers (NPRI)	2230 Chapline Street, Apt 318	Wheeling	WV	26003	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of John William Guthrie, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Sandra Kay Guthrie (NPRI)	5 Fieldcrest Avenue	Wheeling	WV	26003	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Erma I. Vance (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	James R. Vance (NPRI)	1009 Marshall Street	McMechan	WV	26040	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Kenneth D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Evelyn Mae Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Leslie D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Mabel A. McCabe, aka Mabel A. Hissom (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Heirs and/or Assigns of Frederick James McCabe (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
50-A	Kelly E. Evans (NPRI)	8855 Ontario Street NW	Massilon	OH	44646	No				15-00000.00000	Ohio	Monroe
50-C	Cheryl Jeanne Holton (TOD)	7836 Sable Court	Dublin	OH	43016	Yes	0.333333	0.0421	0.008345%	15-00000.00000	Ohio	Monroe
50-C	Jill Renae Arrasmith (TOD)	3175 Inwood Drive NW	Massillon	OH	44646					15-00000.00000	Ohio	Monroe
50-C	Kimberly Sue Holton (TOD)	2405 Sandstrom Drive	Columbus	OH	43235					15-00000.00000	Ohio	Monroe
50-C	Dale Richard Hollis (TOD)	76 Greenland Drive	Newark	OH	43055	Yes	0.333333	0.0421	0.008345%	15-00000.00000	Ohio	Monroe
50-C	Bryan Tyler Hollis (TOD)	c/o Dale Richard Hollis 76 Greenland Drive	Newark	OH	43055					15-00000.00000	Ohio	Monroe
50-C	Andrew Steven Hollis (TOD)	c/o Dale Richard Hollis 76 Greenland Drive	Newark	OH	43055					15-00000.00000	Ohio	Monroe
50-C	Patricia Andrews (TOD)	371 Alford Drive	Newark	OH	43055	Yes	0.333333	0.0421	0.008345%	15-00000.00000	Ohio	Monroe
50-C	Amanda Mae Andrews (TOD)	59 South 27th Street	Newark	OH	43055					15-00000.00000	Ohio	Monroe
50-C	Diane Elaine Barnes (TOD)	780 Saratoga Avenue	Newark	OH	43055					15-00000.00000	Ohio	Monroe
50-C	Angela Christine Andrews (TOD)	371 Alford Drive	Newark	OH	43055					15-00000.00000	Ohio	Monroe
51-A	State of Ohio, Dept. of Transportation Attn: Paul Russell, Chief Legal Counsel	1980 West Broad Street Mail Stop 1500	Columbus	OH	43223	No	1.000000	0.5430	0.107638%	15-00000.00000	Ohio	Monroe
51-A	Norfolk Southern Railway Attn: Alan H. Shaw, CEO	650 West Peachtree Stree	Atlanta	GA	30308	No	1.000000	0.5430	0.107638%	15-00000.00000	Ohio	Monroe

51-A	Heirs and/or Assigns of Michael Spring	Unknown	Unknown	Unknown	Unknown	No	1.000000	0.5430	0.107638%	15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Katie Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Charles F. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Suzanne Eileen Bates (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Richard L. Bates or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Martha Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of George F. Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Margaret M. Paden or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Patricia G. Peterson (NPRI)	PO Box 686	Poulsbo	WA	98370	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Kathryn P. Brockman (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Jeryll Joyce Anderson (NPRI)	20 Woodchuck Hollow Lane	Wading River	NY	11792	No				15-00000.00000	Ohio	Monroe
51-A	Frederick Paden Brockman (NPRI)	411 SE 2nd Street	Cape Coral	FL	33904	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Witton Dunn, aka William W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Glenn C. Dunn (NPRI)	500 Crisswell Road	Butler	PA	16002	No				15-00000.00000	Ohio	Monroe
51-A	Thomas E. Dunn (NPRI)	5844 Moriah Place	Lakeland	FL	33810	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Harvey Earl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Harvey Earl Dunn, Jr., aka Earl Dunn, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	James J. Dunn (NPRI)	2381 Unity Terrace	Lady Lake	FL	32162	No				15-00000.00000	Ohio	Monroe
51-A	Carl E. Dunn (NPRI)	1676 Norfolk Avenue	Lady Lake	FL	32162	No				15-00000.00000	Ohio	Monroe
51-A	David L. Dunn (NPRI)	3012 Pump House Road	Birmingham	AL	35243	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of Maxine E. Pierce (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of Mildred A. Grammer (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of Pearl E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of William E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Lody E. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of Shirley Joan Scott (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Sheryl A. Norsen (NPRI)	7176 Trillum Court	Revenna	OH	44266	No	15-00000.00000	Ohio	Monroe			
51-A	Gregory E. Scott or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Sandra L. Shipper (NPRI)	2700 Peterson Place, Apt. 4N	Costa Mesa	CA	92626	No	15-00000.00000	Ohio	Monroe			
51-A	Rhonda K. Daczko (NPRI)	10910 Mantua Center Road	Mantua	OH	44255	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of George Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of Ruth Eliza Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	George Stevens Dunn (NPRI)	8929 State Route 555	Cutler	OH	45724	No	15-00000.00000	Ohio	Monroe			
51-A	Tracy Earl Dunn (NPRI)	443 Barberton Drive	Virginia Beach	VA	23451	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs or Assigns of Esther E. Gardner, aka Esther Ellen Loughry (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Charles Loughry (NPRI)	260 Gale Avenue	Newport	OH	45768	No	15-00000.00000	Ohio	Monroe			
51-A	Vena G. Cecil (NPRI)	43757 Township Road 1043	Lewis Center	OH	43754	No	15-00000.00000	Ohio	Monroe			
51-A	Jerri L. Bach (NPRI)	112 2nd Street	Clarington	OH	43915	No	15-00000.00000	Ohio	Monroe			
51-A	Terry L. Gardner (NPRI)	1079 Mudsoc Road	Patriot	OH	45658	No	1.000000	0.5430	0.107638%	15-00000.00000	Ohio	Monroe
51-A	Randy M. Gardner (NPRI)	38244 Dearth Rias Run Road	Garysville	OH	45737	No	15-00000.00000	Ohio	Monroe			
51-A	Maria E. Conrad (NPRI)	113 Andover Road	Woodsfield	OH	43793	No	15-00000.00000	Ohio	Monroe			
51-A	Rick L. Gardner (NPRI)	40988 Mist Valley Road	Garysville	OH	45737	No	15-00000.00000	Ohio	Monroe			
51-A	Peggy A. Gardner (NPRI)	49815 Lewisville Northern Road	Lewis	OH	43754	No	15-00000.00000	Ohio	Monroe			
51-A	Summer D. Thomas (NPRI)	43093 State Route 26	Woodsfield	OH	43793	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of Gwendolyn V. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of George A. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Margaret Ann Dever (NPRI)	584 American Heritage Parkway	Orlando	FL	32809	No	15-00000.00000	Ohio	Monroe			
51-A	Richard A. Cecil (NPRI)	4215 Pine Island Road NW	Matlacha	FL	33933	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of William H. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Cheryl Hollis Cecil (NPRI)	196 Baberry Lane	Blairsville	GA	30512	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of Roger H. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of Wanda W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			
51-A	Jeffrey Alan Dunn (NPRI)	PO Box 71	New Matamoras	OH	45767	No	15-00000.00000	Ohio	Monroe			
51-A	Heirs and/or Assigns of Charles E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No	15-00000.00000	Ohio	Monroe			

51-A	Mary M. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Ralph R. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Mazie Mae Dunn (NPRI)	611 4th Street	New Matamoras	OH	45767	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Della Pearl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Edith M. Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Mildred V. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Robert C. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Sandra K. Leehan (NPRI)	3101 Thunder Road	Alamogordo	NM	88310	No				15-00000.00000	Ohio	Monroe
51-A	Robert S. Scarnechia (NPRI)	5631 Matalle Avenue	Dallas	TX	75206	No				15-00000.00000	Ohio	Monroe
51-A	David W. Scarnechia (NPRI)	5525 Fairmont Pike Road	Wheeling	WV	26003	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Dale Owen Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Ruth J. Myers (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Betty Jean Myers (NPRI)	2230 Chapline Street, Apt 318	Wheeling	WV	26003	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of John William Guthrie, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Sandra Kay Guthrie (NPRI)	5 Fieldcrest Avenue	Wheeling	WV	26003	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Erma I. Vance (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	James R. Vance (NPRI)	1009 Marshall Street	McMechan	WV	26040	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Kenneth D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Evelyn Mae Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Leslie D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Mabel A. McCabe, aka Mabel A. Hissom (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Heirs and/or Assigns of Frederick James McCabe (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-A	Kelly E. Evans (NPRI)	8855 Ontario Street NW	Massilon	OH	44646	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Katie Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No	1.000000	0.3083	0.061115%	15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Charles F. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Suzanne Eileen Bates (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Richard L. Bates or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Martha Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of George F. Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Margaret M. Paden or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Patricia G. Peterson (NPRI)	PO Box 686	Poulsbo	WA	98370	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Kathryn P. Brockman (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Jeryll Joyce Anderson (NPRI)	20 Woodchuck Hollow Lane	Wading River	NY	11792	No				15-00000.00000	Ohio	Monroe
51-B	Frederick Paden Brockman (NPRI)	411 SE 2nd Street	Cape Coral	FL	33904	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Witton Dunn, aka William W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Glenn C. Dunn (NPRI)	500 Crisswell Road	Butler	PA	16002	No				15-00000.00000	Ohio	Monroe
51-B	Thomas E. Dunn (NPRI)	5844 Moriah Place	Lakeland	FL	33810	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Harvey Earl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Harvey Earl Dunn, Jr., aka Earl Dunn, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	James J. Dunn (NPRI)	2381 Unity Terrace	Lady Lake	FL	32162	No				15-00000.00000	Ohio	Monroe
51-B	Carl E. Dunn (NPRI)	1676 Norfolk Avenue	Lady Lake	FL	32162	No				15-00000.00000	Ohio	Monroe
51-B	David L. Dunn (NPRI)	3012 Pump House Road	Birmingham	AL	35243	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Maxine E. Pierce (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Mildred A. Grammer (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Pearl E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of William E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Lody E. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Shirley Joan Scott (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Sheryl A. Norsen (NPRI)	7176 Trillum Court	Revenna	OH	44266	No				15-00000.00000	Ohio	Monroe
51-B	Gregory E. Scott or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Sandra L. Shipper (NPRI)	2700 Peterson Place, Apt. 4N	Costa Mesa	CA	92626	No				15-00000.00000	Ohio	Monroe
51-B	Rhonda K. Daczko (NPRI)	10910 Mantua Center Road	Mantua	OH	44255	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of George Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Ruth Eliza Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	George Stevens Dunn (NPRI)	8929 State Route 555	Cutler	OH	45724	No				15-00000.00000	Ohio	Monroe

51-B	Tracy Earl Dunn (NPRI)	443 Barberton Drive	Virginia Beach	VA	23451	No	1.000000	0.3083	0.061115%	15-00000.00000	Ohio	Monroe
51-B	Heirs or Assigns of Esther E. Gardner, aka Esther Ellen Loughry (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Charles Loughry (NPRI)	260 Gale Avenue	Newport	OH	45768	No				15-00000.00000	Ohio	Monroe
51-B	Vena G. Cecil (NPRI)	43757 Township Road 1043	Lewis Center	OH	43754	No				15-00000.00000	Ohio	Monroe
51-B	Jerri L. Bach (NPRI)	112 2nd Street	Clarington	OH	43915	No				15-00000.00000	Ohio	Monroe
51-B	Terry L. Gardner (NPRI)	1079 Mudsoc Road	Patriot	OH	45658	No				15-00000.00000	Ohio	Monroe
51-B	Randy M. Gardner (NPRI)	38244 Dearth Rias Run Road	Garysville	OH	45737	No				15-00000.00000	Ohio	Monroe
51-B	Maria E. Conrad (NPRI)	113 Andover Road	Woodsfield	OH	43793	No				15-00000.00000	Ohio	Monroe
51-B	Rick L. Gardner (NPRI)	40988 Mist Valley Road	Garysville	OH	45737	No				15-00000.00000	Ohio	Monroe
51-B	Peggy A. Gardner (NPRI)	49815 Lewisville Northern Road	Lewis	OH	43754	No				15-00000.00000	Ohio	Monroe
51-B	Summer D. Thomas (NPRI)	43093 State Route 26	Woodsfield	OH	43793	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Gwendolyn V. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of George A. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Margaret Ann Dever (NPRI)	584 American Heritage Parkway	Orlando	FL	32809	No				15-00000.00000	Ohio	Monroe
51-B	Richard A. Cecil (NPRI)	4215 Pine Island Road NW	Matlacha	FL	33933	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of William H. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Cheryl Hollis Cecil (NPRI)	196 Baberry Lane	Blairsville	GA	30512	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Roger H. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Wanda W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Jeffrey Alan Dunn (NPRI)	PO Box 71	New Matamoras	OH	45767	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Charles E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Mary M. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Ralph R. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Mazie Mae Dunn (NPRI)	611 4th Street	New Matamoras	OH	45767	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Della Pearl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Edith M. Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Mildred V. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Robert C. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Sandra K. Leehan (NPRI)	3101 Thunder Road	Alamogordo	NM	88310	No				15-00000.00000	Ohio	Monroe
51-B	Robert S. Scarnechia (NPRI)	5631 Matalle Avenue	Dallas	TX	75206	No				15-00000.00000	Ohio	Monroe
51-B	David W. Scarnechia (NPRI)	5525 Fairmont Pike Road	Wheeling	WV	26003	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Dale Owen Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Ruth J. Myers (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Betty Jean Myers (NPRI)	2230 Chapline Street, Apt 318	Wheeling	WV	26003	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of John William Guthrie, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Sandra Kay Guthrie (NPRI)	5 Fieldcrest Avenue	Wheeling	WV	26003	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Erma I. Vance (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	James R. Vance (NPRI)	1009 Marshall Street	McMechan	WV	26040	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Kenneth D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Evelyn Mae Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Leslie D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Mabel A. McCabe, aka Mabel A. Hissom (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Heirs and/or Assigns of Frederick James McCabe (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-00000.00000	Ohio	Monroe
51-B	Kelly E. Evans (NPRI)	8855 Ontario Street NW	Massilon	OH	44646	No				15-00000.00000	Ohio	Monroe
52	State of Ohio, Dept. of Transportation Attn: Paul Russell, Chief Legal Counsel	1980 West Broad Street Mail Stop 1500	Columbus	OH	43223	No	1.000000	1.5037	0.298071%	15-005018.1000	Ohio	Monroe
52	Norfolk Southern Railway Attn: Alan H. Shaw, CEO	650 West Peachtree Stree	Atlanta	GA	30308	No	1.000000	1.5037	0.298071%	15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Michael Spring	Unknown	Unknown	Unknown	Unknown	No	1.000000	1.5037	0.298071%	15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Katie Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Charles F. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Suzanne Eileen Bates (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Richard L. Bates or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Martha Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe

52	Heirs and/or Assigns of George F. Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Margaret M. Paden or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Patricia G. Peterson (NPRI)	PO Box 686	Poulsbo	WA	98370	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Kathryn P. Brockman (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Jeryll Joyce Anderson (NPRI)	20 Woodchuck Hollow Lane	Wading River	NY	11792	No				15-005018.1000	Ohio	Monroe
52	Frederick Paden Brockman (NPRI)	411 SE 2nd Street	Cape Coral	FL	33904	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Witton Dunn, aka William W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Glenn C. Dunn (NPRI)	500 Crisswell Road	Butler	PA	16002	No				15-005018.1000	Ohio	Monroe
52	Thomas E. Dunn (NPRI)	5844 Moriah Place	Lakeland	FL	33810	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Harvey Earl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Harvey Earl Dunn, Jr., aka Earl Dunn, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	James J. Dunn (NPRI)	2381 Unity Terrace	Lady Lake	FL	32162	No				15-005018.1000	Ohio	Monroe
52	Carl E. Dunn (NPRI)	1676 Norfolk Avenue	Lady Lake	FL	32162	No				15-005018.1000	Ohio	Monroe
52	David L. Dunn (NPRI)	3012 Pump House Road	Birmingham	AL	35243	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Maxine E. Pierce (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Mildred A. Grammer (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Pearl E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of William E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Lody E. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Shirley Joan Scott (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Sheryl A. Norsen (NPRI)	7176 Trillum Court	Revenna	OH	44266	No				15-005018.1000	Ohio	Monroe
52	Gregory E. Scott or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Sandra L. Shipper (NPRI)	2700 Peterson Place, Apt. 4N	Costa Mesa	CA	92626	No				15-005018.1000	Ohio	Monroe
52	Rhonda K. Daczko (NPRI)	10910 Mantua Center Road	Mantua	OH	44255	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of George Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Ruth Eliza Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	George Stevens Dunn (NPRI)	8929 State Route 555	Cutler	OH	45724	No				15-005018.1000	Ohio	Monroe
52	Tracy Earl Dunn (NPRI)	443 Barberton Drive	Virginia Beach	VA	23451	No				15-005018.1000	Ohio	Monroe
52	Heirs or Assigns of Esther E. Gardner, aka Esther Ellen Loughry (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Charles Loughry (NPRI)	260 Gale Avenue	Newport	OH	45768	No				15-005018.1000	Ohio	Monroe
52	Vena G. Cecil (NPRI)	43757 Township Road 1043	Lewis Center	OH	43754	No				15-005018.1000	Ohio	Monroe
52	Jerri L. Bach (NPRI)	112 2nd Street	Clarington	OH	43915	No				15-005018.1000	Ohio	Monroe
52	Terry L. Gardner (NPRI)	1079 Mudsoc Road	Patriot	OH	45658	No	1.000000	1.5037	0.298071%	15-005018.1000	Ohio	Monroe
52	Randy M. Gardner (NPRI)	38244 Dearth Rias Run Road	Garysville	OH	45737	No				15-005018.1000	Ohio	Monroe
52	Maria E. Conrad (NPRI)	113 Andover Road	Woodsfield	OH	43793	No				15-005018.1000	Ohio	Monroe
52	Rick L. Gardner (NPRI)	40988 Mist Valley Road	Garysville	OH	45737	No				15-005018.1000	Ohio	Monroe
52	Peggy A. Gardner (NPRI)	49815 Lewisville Northern Road	Lewis	OH	43754	No				15-005018.1000	Ohio	Monroe
52	Summer D. Thomas (NPRI)	43093 State Route 26	Woodsfield	OH	43793	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Gwendolyn V. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of George A. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Margaret Ann Dever (NPRI)	584 American Heritage Parkway	Orlando	FL	32809	No				15-005018.1000	Ohio	Monroe
52	Richard A. Cecil (NPRI)	4215 Pine Island Road NW	Matlacha	FL	33933	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of William H. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Cheryl Hollis Cecil (NPRI)	196 Baberry Lane	Blairsville	GA	30512	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Roger H. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Wanda W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Jeffrey Alan Dunn (NPRI)	PO Box 71	New Matamoras	OH	45767	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Charles E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Mary M. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Ralph R. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Mazie Mae Dunn (NPRI)	611 4th Street	New Matamoras	OH	45767	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Della Pearl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Edith M. Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Mildred V. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Robert C. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe

52	Sandra K. Leehan (NPRI)	3101 Thunder Road	Alamogordo	NM	88310	No				15-005018.1000	Ohio	Monroe
52	Robert S. Scarnechia (NPRI)	5631 Matalle Avenue	Dallas	TX	75206	No				15-005018.1000	Ohio	Monroe
52	David W. Scarnechia (NPRI)	5525 Fairmont Pike Road	Wheeling	WV	26003	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Dale Owen Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Ruth J. Myers (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Betty Jean Myers (NPRI)	2230 Chapline Street, Apt 318	Wheeling	WV	26003	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of John William Guthrie, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Sandra Kay Guthrie (NPRI)	5 Fieldcrest Avenue	Wheeling	WV	26003	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Erma I. Vance (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	James R. Vance (NPRI)	1009 Marshall Street	McMechan	WV	26040	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Kenneth D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Evelyn Mae Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Leslie D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Mabel A. McCabe, aka Mabel A. Hissom (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Heirs and/or Assigns of Frederick James McCabe (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.1000	Ohio	Monroe
52	Kelly E. Evans (NPRI)	8855 Ontario Street NW	Massilon	OH	44646	No				15-005018.1000	Ohio	Monroe
53-A	Norfolk Southern Railway Attn: Alan H. Shaw, CEO	650 West Peachtree Stree	Atlanta	GA	30308	No	1.000000	1.8693	0.370536%	15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Michael Spring	Unknown	Unknown	Unknown	Unknown	No	1.000000	1.8693	0.370536%	15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Katie Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Charles F. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Suzanne Eileen Bates (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Richard L. Bates or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Martha Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of George F. Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Margaret M. Paden or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Patricia G. Peterson (NPRI)	PO Box 686	Poulsbo	WA	98370	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Kathryn P. Brockman (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Jeryll Joyce Anderson (NPRI)	20 Woodchuck Hollow Lane	Wading River	NY	11792	No				15-005018.0000	Ohio	Monroe
53-A	Frederick Paden Brockman (NPRI)	411 SE 2nd Street	Cape Coral	FL	33904	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Witton Dunn, aka William W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Glenn C. Dunn (NPRI)	500 Crisswell Road	Butler	PA	16002	No				15-005018.0000	Ohio	Monroe
53-A	Thomas E. Dunn (NPRI)	5844 Moriah Place	Lakeland	FL	33810	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Harvey Earl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Harvey Earl Dunn, Jr., aka Earl Dunn, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	James J. Dunn (NPRI)	2381 Unity Terrace	Lady Lake	FL	32162	No				15-005018.0000	Ohio	Monroe
53-A	Carl E. Dunn (NPRI)	1676 Norfolk Avenue	Lady Lake	FL	32162	No				15-005018.0000	Ohio	Monroe
53-A	David L. Dunn (NPRI)	3012 Pump House Road	Birmingham	AL	35243	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Maxine E. Pierce (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Mildred A. Grammer (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Pearl E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of William E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Lody E. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Shirley Joan Scott (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Sheryl A. Norsen (NPRI)	7176 Trillum Court	Revenna	OH	44266	No				15-005018.0000	Ohio	Monroe
53-A	Gregory E. Scott or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Sandra L. Shipper (NPRI)	2700 Peterson Place, Apt. 4N	Costa Mesa	CA	92626	No				15-005018.0000	Ohio	Monroe
53-A	Rhonda K. Daczko (NPRI)	10910 Mantua Center Road	Mantua	OH	44255	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of George Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Ruth Eliza Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	George Stevens Dunn (NPRI)	8929 State Route 555	Cutler	OH	45724	No				15-005018.0000	Ohio	Monroe
53-A	Tracy Earl Dunn (NPRI)	443 Barberton Drive	Virginia Beach	VA	23451	No				15-005018.0000	Ohio	Monroe
53-A	Heirs or Assigns of Esther E. Gardner, aka Esther Ellen Loughry (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Charles Loughry (NPRI)	260 Gale Avenue	Newport	OH	45768	No				15-005018.0000	Ohio	Monroe

53-A	Vena G. Cecil (NPRI)	43757 Township Road 1043	Lewis Center	OH	43754	No	1.000000	1.8693	0.370536%	15-005018.0000	Ohio	Monroe
53-A	Jerri L. Bach (NPRI)	112 2nd Street	Clarington	OH	43915	No				15-005018.0000	Ohio	Monroe
53-A	Terry L. Gardner (NPRI)	1079 Mudsoc Road	Patriot	OH	45658	No				15-005018.0000	Ohio	Monroe
53-A	Randy M. Gardner (NPRI)	38244 Dearth Rias Run Road	Garysville	OH	45737	No				15-005018.0000	Ohio	Monroe
53-A	Maria E. Conrad (NPRI)	113 Andover Road	Woodsfield	OH	43793	No				15-005018.0000	Ohio	Monroe
53-A	Rick L. Gardner (NPRI)	40988 Mist Valley Road	Garysville	OH	45737	No				15-005018.0000	Ohio	Monroe
53-A	Peggy A. Gardner (NPRI)	49815 Lewisville Northern Road	Lewis	OH	43754	No				15-005018.0000	Ohio	Monroe
53-A	Summer D. Thomas (NPRI)	43093 State Route 26	Woodsfield	OH	43793	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Gwendolyn V. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of George A. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Margaret Ann Dever (NPRI)	584 American Heritage Parkway	Orlando	FL	32809	No				15-005018.0000	Ohio	Monroe
53-A	Richard A. Cecil (NPRI)	4215 Pine Island Road NW	Matlacha	FL	33933	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of William H. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Cheryl Hollis Cecil (NPRI)	196 Baberry Lane	Blairsville	GA	30512	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Roger H. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Wanda W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Jeffrey Alan Dunn (NPRI)	PO Box 71	New Matamoras	OH	45767	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Charles E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Mary M. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Ralph R. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Mazie Mae Dunn (NPRI)	611 4th Street	New Matamoras	OH	45767	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Della Pearl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Edith M. Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Mildred V. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Robert C. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Sandra K. Leehan (NPRI)	3101 Thunder Road	Alamogordo	NM	88310	No				15-005018.0000	Ohio	Monroe
53-A	Robert S. Scarnechia (NPRI)	5631 Matalle Avenue	Dallas	TX	75206	No				15-005018.0000	Ohio	Monroe
53-A	David W. Scarnechia (NPRI)	5525 Fairmont Pike Road	Wheeling	WV	26003	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Dale Owen Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Ruth J. Myers (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Betty Jean Myers (NPRI)	2230 Chapline Street, Apt 318	Wheeling	WV	26003	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of John William Guthrie, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Sandra Kay Guthrie (NPRI)	5 Fieldcrest Avenue	Wheeling	WV	26003	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Erma I. Vance (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	James R. Vance (NPRI)	1009 Marshall Street	McMechan	WV	26040	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Kenneth D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Evelyn Mae Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Leslie D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Mabel A. McCabe, aka Mabel A. Hissom (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Heirs and/or Assigns of Frederick James McCabe (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-A	Kelly E. Evans (NPRI)	8855 Ontario Street NW	Massilon	OH	44646	No	1.000000	0.6274	0.124357%	15-005018.0000	Ohio	Monroe
53-B	Bounty Minerals, LLC Attn: Tracie R. Palmer	777 Main Street, Suite 3400	Fort Worth	TX	76102	Yes				15-005018.0000	Ohio	Monroe
53-B	Norfolk Southern Railway Attn: Alan H. Shaw, CEO	650 West Peachtree Stree	Atlanta	GA	30308	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Michael Spring	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Katie Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Charles F. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Suzanne Eileen Bates (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Richard L. Bates or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Martha Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of George F. Paden (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Margaret M. Paden or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Patricia G. Peterson (NPRI)	PO Box 686	Poulsbo	WA	98370	No				15-005018.0000	Ohio	Monroe

53-B	Heirs and/or Assigns of Kathryn P. Brockman (NPRI)	Unknown	Unknown	Unknown	Unknown	No	1.000000	0.6274	0.124357%	15-005018.0000	Ohio	Monroe
53-B	Jeryll Joyce Anderson (NPRI)	20 Woodchuck Hollow Lane	Wading River	NY	11792	No				15-005018.0000	Ohio	Monroe
53-B	Frederick Paden Brockman (NPRI)	411 SE 2nd Street	Cape Coral	FL	33904	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Witton Dunn, aka William W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Glenn C. Dunn (NPRI)	500 Crisswell Road	Butler	PA	16002	No				15-005018.0000	Ohio	Monroe
53-B	Thomas E. Dunn (NPRI)	5844 Moriah Place	Lakeland	FL	33810	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Harvey Earl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Harvey Earl Dunn, Jr., aka Earl Dunn, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	James J. Dunn (NPRI)	2381 Unity Terrace	Lady Lake	FL	32162	No				15-005018.0000	Ohio	Monroe
53-B	Carl E. Dunn (NPRI)	1676 Norfolk Avenue	Lady Lake	FL	32162	No				15-005018.0000	Ohio	Monroe
53-B	David L. Dunn (NPRI)	3012 Pump House Road	Birmingham	AL	35243	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Maxine E. Pierce (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Mildred A. Grammer (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Pearl E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of William E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Lody E. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Shirley Joan Scott (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Sheryl A. Norsen (NPRI)	7176 Trillum Court	Revenna	OH	44266	No				15-005018.0000	Ohio	Monroe
53-B	Gregory E. Scott or his Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Sandra L. Shipper (NPRI)	2700 Peterson Place, Apt. 4N	Costa Mesa	CA	92626	No				15-005018.0000	Ohio	Monroe
53-B	Rhonda K. Daczko (NPRI)	10910 Mantua Center Road	Mantua	OH	44255	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of George Washington Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Ruth Eliza Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	George Stevens Dunn (NPRI)	8929 State Route 555	Cutler	OH	45724	No				15-005018.0000	Ohio	Monroe
53-B	Tracy Earl Dunn (NPRI)	443 Barberton Drive	Virginia Beach	VA	23451	No				15-005018.0000	Ohio	Monroe
53-B	Heirs or Assigns of Esther E. Gardner, aka Esther Ellen Loughry (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Charles Loughry (NPRI)	260 Gale Avenue	Newport	OH	45768	No				15-005018.0000	Ohio	Monroe
53-B	Vena G. Cecil (NPRI)	43757 Township Road 1043	Lewis Center	OH	43754	No				15-005018.0000	Ohio	Monroe
53-B	Jerri L. Bach (NPRI)	112 2nd Street	Clarington	OH	43915	No				15-005018.0000	Ohio	Monroe
53-B	Terry L. Gardner (NPRI)	1079 Mudsoc Road	Patriot	OH	45658	No				15-005018.0000	Ohio	Monroe
53-B	Randy M. Gardner (NPRI)	38244 Dearth Rias Run Road	Garysville	OH	45737	No				15-005018.0000	Ohio	Monroe
53-B	Maria E. Conrad (NPRI)	113 Andover Road	Woodsfield	OH	43793	No				15-005018.0000	Ohio	Monroe
53-B	Rick L. Gardner (NPRI)	40988 Mist Valley Road	Garysville	OH	45737	No				15-005018.0000	Ohio	Monroe
53-B	Peggy A. Gardner (NPRI)	49815 Lewisville Northern Road	Lewis	OH	43754	No				15-005018.0000	Ohio	Monroe
53-B	Summer D. Thomas (NPRI)	43093 State Route 26	Woodsfield	OH	43793	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Gwendolyn V. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of George A. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Margaret Ann Dever (NPRI)	584 American Heritage Parkway	Orlando	FL	32809	No				15-005018.0000	Ohio	Monroe
53-B	Richard A. Cecil (NPRI)	4215 Pine Island Road NW	Matlacha	FL	33933	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of William H. Cecil (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Cheryl Hollis Cecil (NPRI)	196 Baberry Lane	Blairsville	GA	30512	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Roger H. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Wanda W. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Jeffrey Alan Dunn (NPRI)	PO Box 71	New Matamoras	OH	45767	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Charles E. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Mary M. Dunn or her Heirs and/or Assigns (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Ralph R. Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Mazie Mae Dunn (NPRI)	611 4th Street	New Matamoras	OH	45767	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Della Pearl Dunn (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Edith M. Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Mildred V. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Robert C. Scarnechia (NPRI)	Unknown	Unknown	Unknown	Unknown	No				15-005018.0000	Ohio	Monroe
53-B	Sandra K. Leehan (NPRI)	3101 Thunder Road	Alamogordo	NM	88310	No				15-005018.0000	Ohio	Monroe
53-B	Robert S. Scarnechia (NPRI)	5631 Matalle Avenue	Dallas	TX	75206	No				15-005018.0000	Ohio	Monroe
53-B	David W. Scarnechia (NPRI)	5525 Fairmont Pike Road	Wheeling	WV	26003	No				15-005018.0000	Ohio	Monroe

53-B	Heirs and/or Assigns of Dale Owen Guthrie (NPRI)	Unknown	Unknown	Unknown	Unknown	No			15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Ruth J. Myers (NPRI)	Unknown	Unknown	Unknown	Unknown	No			15-005018.0000	Ohio	Monroe
53-B	Betty Jean Myers (NPRI)	2230 Chapline Street, Apt 318	Wheeling	WV	26003	No			15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of John William Guthrie, Jr. (NPRI)	Unknown	Unknown	Unknown	Unknown	No			15-005018.0000	Ohio	Monroe
53-B	Sandra Kay Guthrie (NPRI)	5 Fieldcrest Avenue	Wheeling	WV	26003	No			15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Erma I. Vance (NPRI)	Unknown	Unknown	Unknown	Unknown	No			15-005018.0000	Ohio	Monroe
53-B	James R. Vance (NPRI)	1009 Marshall Street	McMechan	WV	26040	No			15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Kenneth D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No			15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Evelyn Mae Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No			15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Leslie D. Criswell (NPRI)	Unknown	Unknown	Unknown	Unknown	No			15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Mabel A. McCabe, aka Mabel A. Hissom (NPRI)	Unknown	Unknown	Unknown	Unknown	No			15-005018.0000	Ohio	Monroe
53-B	Heirs and/or Assigns of Frederick James McCabe (NPRI)	Unknown	Unknown	Unknown	Unknown	No			15-005018.0000	Ohio	Monroe
53-B	Kelly E. Evans (NPRI)	8855 Ontario Street NW	Massilon	OH	44646	No			15-005018.0000	Ohio	Monroe
				TOTAL UNIT ACRES:			504.4916	44.585401%			
				TOTAL ACRES PENDING OWNERSHIP LITIGATION OR SUBJECT TO POTENTIAL ADVERSE OWNERSHIP CLAIMS:			224.9296				
NPRI = Non-Participating Royalty Interest											
TOD = Transfer on Death Beneficiary											

Exhibit “B-1”

Attached to and made a part of that certain Operating Agreement dated December 12, 2022, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Schindler S #4 Unit.

Oil, Gas and Coalbed Methane Lease
(Paid Up)

THIS LEASE, made this _____ day of _____, 202__, (herein called "Effective Date") between _____ (whether one or more, hereinafter called “Lessor”), **Equinor USA Onshore Properties Inc., 2107 CityWest Boulevard, Suite 100, Suite 100, Houston, Texas 77042** (hereinafter called “Lessee”)

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

1. **PREMISES.** All references herein to the “Premises” shall mean the property herein leased to Lessee, together with the appurtenant rights of access and use of the property in furtherance of the intent of this Lease, as such rights are more fully set forth herein or implied in law. The Premises shall include the surface, subsurface and Leased Minerals (as defined hereinbelow) of the following described land in the Township(s) of _____, Section(s) _____, County of Monroe, State of Ohio and including the real property described in the Deed Records set out below, being all the land owned by Lessor in said Township or adjoining said tract(s), substantially as follows:

Tax Map Number (Permanent Parcel Number)	Deed Reference
(1)	
(2)	
(3)	
(4)	

It being the purpose and intent of Lessor to lease, and Lessor does hereby lease all strips or parcels of land owned by Lessor which adjoin the lands above described. For all purposes of this lease, the Premises shall be deemed to contain _____ acres, whether more or less.

****** For a More Particular Description of the Subject Lands, Please See the Exhibit “A” Attached Hereto and by Reference Made a Part Hereof******

2. **GRANT AND DEMISE.** Lessor hereby grants, demises, leases and lets exclusively to Lessee any and all right, title and interest of the Lessor, now owned or hereinafter acquired, in and to any and all oil and gas of any kind whatsoever from any and all subsurface strata, formations, or void underlying the Premises (“oil and gas”) including to the extent Lessor owns and has capacity to lease hereunder, 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, mine-out area, coal seam, and all communicating zones (“coalbed methane gas”), and their liquid gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased (collectively the oil and gas and the coalbed methane gas are hereinafter referred to as the “Leased Minerals”), together with such exclusive rights as may be necessary or convenient for Lessee at its election, to explore for, stimulate, develop, produce, gather, transport, store, compress, process, blend, treat, measure, market and sell production from the Premises, and from other lands, using methods and techniques which are not restricted to current technology, including the right to conduct geophysical and other exploratory tests; to drill (including vertical, horizontal or directional drilling), maintain, operate, cease to operate, plug, abandon, and remove wells; to inject under pressure any Leased Minerals, air, oil, gas, coalbed methane gas, water, brine or other fluids or other products of any kind into any subsurface strata for the enhanced recovery or stimulation of any Leased Minerals, or withdrawing the same therefrom; to exercise any and all rights and privileges with respect to any emission credits, methane capture credits, greenhouse gas credits or other credits or allowances of any kind whatsoever including any credits or allowances relating to the capture of coalbed methane gas or other products of any kind whatsoever; to use or install roads, electric power and telephone facilities, tanks, structures and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products whether from the Premises or from lands pooled or

unitized therewith, including without limitation, hydrocarbons, air, water, brine, fluids, carbon dioxide or any other products of any kind; 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 from the Premises; and exercising any and all other rights and privileges vested in Lessor that may be necessary, incident to, or convenient for the purposes set out herein. In the event that Lessor has previously leased to another any interest in any Leased Minerals within the Premises subject to this Lease, this Lease shall be considered a top-lease thereto and as said existing or prior lease terminates or is surrendered, the interest or interests in any Leased Minerals so terminated or surrendered shall become a part of this Lease.

3. TERM. This Lease shall remain in force for a primary term of five (5) years from and after the Effective Date (called "Primary Term") and as long thereafter as any Leased Minerals are produced, or considered produced under the terms of this Lease, from the Premises or land(s) pooled or unitized therewith or for as long thereafter as the Premises is used for storage of any Leased Minerals, or this Lease is maintained under any other provision hereof. In the event the Primary Term will expire and Leased Minerals are not being produced from all or any portion of the Premises, or lands unitized therewith, and the Premises is not being used for storage, Lessee at its sole option, may extend the Primary Term for an additional five (5) years (called the "Extended Primary Term") by delivering notice to the Lessor before the expiration of the Primary Term and tendering payment of the same consideration per acre made upon execution of this Lease for any such portion which is not held by production or otherwise. Any reference in any other paragraph of this Lease to the "Primary Term" shall mean and shall include both the Primary Term and the Extended Primary Term if Lessee has exercised its option hereunder.

4. PAYMENTS DUE LESSOR. As set forth in the applicable paragraphs hereunder, Lessee shall make the following payments to Lessor:

- A. Paid-Up Delay Rental: Upon execution by Lessor and acceptance by Lessee, and subject to the terms of the Order of Payment which shall be executed simultaneous with this Lease, Lessee shall pay to Lessor a rental ("Paid-Up Delay Rental") for the entire Primary Term, the amount of which shall be _____. The Paid-Up Delay Rental is being paid in lieu of commencement of Operations, which payment shall allow Lessee to delay or forego development, including without limitation to delay or forego production under the Lease and to delay or forego commencement of Operations; and notwithstanding any delay in or foregoing of development, this Lease shall continue in full force and effect throughout the Primary Term by virtue of said Paid-Up Delay Rental payment.
- B. Royalties: Lessee shall provide to Lessor, in proportion to Lessor's percentage of ownership, the following:
 - I. Oil: To deliver to the credit of Lessor, free of the costs of production, twelve and one-half percent (12.5%) of the net amount realized by Lessee, computed at the wellhead, of all oil and any constituents thereof produced and marketed from the Premises;
 - II. Gas: To pay Lessor on actual volumes of gas sold from the Premises, twelve and one-half percent (12.5%) 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 gas minus (a) 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, (b) reasonable and actual costs incurred by Lessee for heating, sweetening, gathering, dehydrating, compressing, processing, manufacturing, transporting, trucking, marketing, and blending and other costs and expenses incurred by Lessee in marketing said gas and all excise, depletion, severance, privilege and production taxes that are now or hereafter levied, or assessed or charged on gas owned by Lessor and produced from the Premises; *provided, however,* that in no event shall the gas royalty payable hereunder be computed on the basis of a price the collection of which by Lessee is unlawful or prohibited by order or regulation of any governmental authority having jurisdiction, and market price at the well shall not exceed the amount realized by Lessee for such gas computed at the well. Payment for royalties in accordance herewith shall constitute full compensation for the gas and all of its components. No royalty shall be due on stored gas produced from the Premises or on gas produced from a storage formation or formations thereunder.
 - III. Coalbed Methane Gas: To pay Lessor on actual volumes of coalbed methane gas sold from the Premises, one-eighth (1/8) 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 coalbed methane gas minus (a) transporting coalbed methane gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, (b) reasonable and actual costs incurred by Lessee for heating, sweetening, gathering, dehydrating, compressing, processing, manufacturing, transporting, trucking, marketing, and blending and other costs and expenses incurred by Lessee in marketing said coalbed methane gas and all excise, depletion, severance, privilege and production taxes that are now or hereafter levied, or assessed or charged on coalbed methane gas owned by Lessor and produced from the Premises; *provided, however,* that in no event shall the coalbed methane gas royalty payable hereunder be

computed on the basis of a price the collection of which by Lessee is unlawful or prohibited by order or regulation of any governmental authority having jurisdiction, and market price at the well shall not exceed the amount realized by Lessee for such gas computed at the well. Payment for royalties in accordance herewith shall constitute full compensation for the coalbed methane gas and all of its components. No royalty shall be due on stored coalbed methane gas produced from the Premises or on coalbed methane gas produced from a storage formation or formations thereunder.

IV. As to any payment due hereunder, Lessee may withhold payment until such time as the total withheld exceeds fifty dollars (\$50.00).

- C. Shut-In and Minimum Royalties (to hold Lease for shut in, lack of production, lack of market or otherwise): If at any time after the expiration of the Primary Term of this Lease, there is at least one well on the Premises or any property unitized therewith, and such well or wells are (a) shut in before or after production therefrom for any reason for a period in excess of 90 days (it being agreed by the parties that no payment is required if the shut in period is less than 90 days) or (b) producing at a rate which would not result in the payment of royalties at the minimum royalty rate set herein or (c) unable to have production marketed from the Premises for any reason, including without limitation cost, lack of infrastructure, or lack of capacity or (d) for any other reason not being operated or producing in a way that generates royalties in excess of the AMR, as defined herein, Lessee may tender an annual Advance Minimum Royalty ("AMR") of **Five Dollars (\$5.00)** per net mineral acre of the Lease being held by such well. It is agreed that the AMR for such well shall be accepted by Lessor as adequate and full consideration for the grant and continuation of the Lease and Lessee shall have no obligation, express or implied, to perform additional Operations, exploration or development. Any well for which payment of an AMR is made shall be considered and shall be deemed production in paying quantities for one year after the date tender is made, and in like manner subsequent AMR payments may be made and it will be considered under all provisions of this Lease that Leased Minerals are being produced from the Premises in paying quantities for the annual period following tender. During the annual period covered by an AMR payment, any royalty accruing to Lessor on production from the applicable well may be credited against such AMR payment. Lessee's failure to timely or correctly pay or tender the AMR for any year shall not operate to terminate this Lease or serve as a basis for its cancellation, provided that within ninety (90) days of receipt of notice of such failure to pay timely or in the correct amount Lessee shall correct any erroneous payment or tender.
- D. Storage: Lessee is hereby granted the right to use any formation(s) underlying the Premises for the injection and/or storage therein of any quantity of Leased Minerals regardless of its source, and for the withdrawal or removal of stored Leased Minerals or other products from any strata, formations or voids underlying the Premises or acreage pooled or unitized therewith, and shall have all rights, rights of way, and privileges necessary, useful, or convenient for such purposes, including but not limited to the right to drill or convert any well or wells on the Premises for use as storage wells. Injection of gas for underground storage, and withdrawal thereof, may be performed by storage well or wells located on other lands or leases in the vicinity of the Premises. Lessee's good faith determination of when or whether the Premises are being used for gas storage purposes shall be conclusive. Lessee shall give Lessor written notice of the use of the Premises for gas storage purposes and shall calculate and pay Lessor for Lessor's royalty ownership in all economically recoverable gas reserves in the formation(s) to be utilized for storage purposes, using methods of calculating such reserves as are generally accepted in the natural gas industry. Lessor shall be entitled to the same royalty on such recoverable reserves as though the gas were produced and sold or used off the Premises. In addition, Lessee shall pay Lessor a storage rental at the rate of **Five Dollars (\$5.00)** per acre per year, payable annually while the Premises are used for storage purposes beginning ninety (90) days after written notice of such use is given Lessor in accordance with the foregoing provisions. The use of any part of the Premises 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.
- E. Lesser Ownership: If Lessor owns a lesser interest in the Leased Minerals in and under the Premises than the entire undivided interest therein, then the royalties and other payments herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided interest therein.
- F. Venting, Use of Water or Leased Minerals: Lessee shall have no obligation to recover, and no obligation to pay royalty on, any Leased Minerals that may be vented by a coal operator or that may be vented by Lessee for safety purposes or to remove impurities therefrom; and Lessee shall have no obligation to recover or pay royalty on any Leased Minerals that may be lost during repairs to or testing of any well, or during the gathering and/or transmission of any Leased Minerals, or other products or as may be necessitated by any coal mining activities. Lessee shall have free use of water or any Leased Minerals in its Operations or activities pursuant to this Lease, and Lessee shall not be obligated to compensate Lessor for any such water or any Leased Minerals so used.

5. POOLING/UNITIZATION. Lessee is granted the right at any time to pool and unitize the Premises or any portion thereof, as to any or all strata or stratum, with any other lands for the production of Leased Minerals. Operations upon and production from the unit shall be treated as if such Operations were upon or such production

were from the leased premises whether or not the well or wells are located thereon, provided, however that Lessor shall receive, in lieu of other royalties, only such proportion of the royalties as the amount of Lessor's acreage placed in the unit in relation to the total acreage in the unit. Lessee shall have the right to form separate units in separate strata, to establish, alter, amend, revise or eliminate any or all units from time to time, and to determine the proper size and shape of each unit, all in Lessee's sole discretion.

6. LOCATION OF IMPROVEMENTS/RIGHT TO REMOVE. No surface location of any well being drilled shall be nearer than 100 feet of any dwelling house now on said Premises without the written consent of Lessor. Lessor's use of the Premises shall not unreasonably interfere with Lessee's Operations, and Lessor shall be solely responsible to remove upon request any improvement, structure or other impediment placed on the Premises after the Effective Date that interferes with Lessee's Operations. Lessor shall not improve, modify, degrade or restrict roads and facilities built by Lessee without Lessee's written consent. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures, or structures placed on said Premises, including the right to draw and remove casing.

7. FORCE MAJEURE. If any activity or operation permitted or required hereunder, or the performance by Lessee of any covenant, agreement or requirement herein provided, is delayed or interrupted, directly or indirectly, by any past or future act, order, regulation or requirement of the Government of the United States or any state or other governmental body, or any agency, officer, representative or authority of any of them, or because of delay or inability to get labor, permits, access or easement, equipment or war, armed hostilities, failure of purchasers or carriers to take or transport such production, act of God, labor disturbance, strike, civil disturbance, shortage of equipment or materials, fire, explosion, or flood, or any other event beyond the control of Lessee, other than financial reasons, (any one or more of which shall be referred to as *force majeure*), the period of such delay or interruption shall not be counted against the Lessee; and the passage of time under this Lease shall automatically be tolled and extended during such period of *force majeure* and for a period of two (2) months thereafter. The Lessee shall not be liable to Lessor in damages for failure to perform any Operations, or failure to produce any Leased Minerals, or failure to perform any other covenant of this Lease, during such period of *force majeure*. Lessee shall be relieved from all obligations under this Lease during the continuance of such *force majeure*, except for a requirement to pay money including but not limited to pay royalties due for any Leased Minerals owned by Lessor and produced and sold prior to the commencement of such *force majeure*. All expressed or implied covenants of this Lease are subject to the application of all federal and state laws, executive orders, rules and regulations, and Lessee shall not be deemed to be in violation of its obligations under this Lease as a consequence of Lessee's compliance with such laws, orders, rules or regulations.

8. LESSOR'S TITLE/LESSEE RIGHT TO PAY. Lessor hereby warrants and agrees to defend the title to the Premises against all persons whomsoever and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied or assessed on or against the Premises, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty accruing hereunder to the discharge of any such taxes, mortgages, or other liens. In case of any controversy or dispute regarding title to the Premises or any part thereof, or regarding the ownership of any sums payable hereunder, Lessee shall have the right to withhold and retain without accrual or interest all sums payable hereunder which are subject to such controversy or dispute until the final determination of said controversy or dispute and then to distribute the same among those lawfully entitled thereto. In the event Lessee is required by any such final adjudication to pay any one other than Lessor for any Leased Minerals for which royalties have previously been paid to Lessor, Lessee may, in addition to any other remedies available to Lessee, recoup such overpayment from future royalties due Lessor or Lessor's successors and assigns under this Lease or from any other sums due to Lessor or Lessor's successors and assigns under any other lease, contract or agreement between Lessor or Lessor's successors and assigns and Lessee or a subsidiary, parent or affiliate of Lessee. Lessor's warranty of title shall have benefit of the doctrine of after acquired title. Should any person having title to the Premises fail to execute this Lease; the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

9. ASSIGNMENT. Either party may assign the Lease, in whole or in part, provided, however, that no conveyance, grant or assignment of ownership or the right to receive rentals and royalties shall be effective as to Lessee until the Lessee has received written notice and a copy of the instrument affecting the assignment together with the name and address of the assignee; provided further, that in the event the Lease is assigned in part, and a Lessee party shall fail to make any payment required herein, such default shall operate only as to the portion of the Premises vested in said defaulting Lessee and shall not be deemed a default by any other Lessee nor shall such default affect the part of the Premises vested in the non-defaulting Lessee. In the event of a partial assignment of the rights hereunder, all required notices shall be provided to all parties with a current interest in the Premises. Upon assignment of this Lease, the party making the assignment shall have no further obligation or liability for any acts which occur or payments which are due in the future, and in the event of any partial assignment said obligations and liabilities shall only apply to the portion of the Premises retained.

10. SURRENDER. Lessee, its successors or assigns, may surrender this Lease or any part hereof at any time and from time to time. Upon providing notice to Lessor of any such surrender, 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 Premises, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered and the right to use the same free of

charge for continued Operations on the retained portion of the Premises or other lands. Upon request by Lessor, Lessee shall execute a recordable instrument memorializing any surrender. Lessee shall also have the right at any time, and from time to time before and after expiration of this Lease, to remove all fixtures installed on the Premises, including the right to draw and remove casing, except that coal protection casing will not be removed without Lessor's consent.

11. NOTICE AND RIGHT TO CURE. This Lease shall not be deemed forfeited or canceled and no litigation shall be initiated until Lessor has given Lessee written notice fully describing the breach or default including without limitation the failure to pay any royalties hereunder, and then only if Lessee fails to commence actions to remedy the breach or default within 90 days from the receipt of the notice. In the event the matter is litigated and there is a final determination that a breach or default has occurred, this Lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to remedy said breach or default. Neither the service of said notice nor the doing of any acts by Lessee intended to satisfy any alleged breach or default shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this Lease is forfeited, terminated or canceled for any cause, it shall, nevertheless remain in full force and effect as to (a) sufficient acreage around each well as to which there are Operations, so as to constitute a drilling or maximum allowable unit under applicable governmental regulations, such acreage to be designated by Lessee in such shape as then existing spacing rules permit; or (b) any part of said land included in a pooled unit on which there are Operations. Lessee shall also have such easements on said land as are necessary or convenient for Operations on the acreage so retained or other lands.

12. NO IMPLIED WARRANTIES OR COVENANTS. The parties have expressed herein their entire understanding and agreement, and it is expressly stipulated that no implied covenants or conditions whatsoever shall be read into this Lease (except covenants of title and quiet enjoyment ordinarily implied in a grant) including without limitation any covenants or conditions relating to the development of the Premises within a certain time frame, relating to the production of any wells, offsets or otherwise, relating to any other operation of the Lessee hereunder or to the measure of diligence therefore, or relating to anything to be done by the Lessee including the plugging and abandoning of any wells at any time for any reason.

13. RIGHT OF FIRST REFUSAL. If at any time prior to the expiration or termination of this Lease, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease ("Top Lease") covering all or part of the Premises, 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 a 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.

14. LEASE SUBJECT TO SUPERSEDING LAW. All provisions of this Lease shall be subject to all Federal and State laws, executive orders, rules and regulations and this Lease shall not be terminated in whole or in part, nor Lessee held liable for damages, for failure to comply herewith if compliance is prevented by, or if such failure is a result of, any such law, order, rule or regulation, or if prevented by an act of God, the public enemy, labor disputes, inability to obtain materials, failure of transportation or other cause beyond the control of Lessee.

15. NOTICES. All notices and/or payments necessary to be given under the terms of this Lease shall be directed as follows:

- A. If to Lessor, _____;
and
- B. If to Lessee: **Equinor USA Onshore Properties Inc., Attn: Land Department, 2107 CityWest Boulevard, Suite 100, Houston, Texas 77042,**

or to such other address as each party hereto may designate by written notice to the other party, and, except as herein otherwise provided, the deposit in the mail of any written notice so addressed with postage prepaid shall, for the purpose of this Lease be notice to the addressees of the contents of such writing.

16. SEVERABILITY. It is the intent of the parties that this Lease be effective in accord with its terms. If any terms or provisions of this Lease is determined by any court of competent jurisdiction to result in the invalidity or unenforceability of this Lease, it is the intent of the parties that the court reform this agreement in a manner that deletes or amends the subject terms or provisions to assure the initial and continued validity of this Lease and, to the greatest extent possible, the original intent of the parties as stated herein. Any provision of this Lease held invalid or unenforceable only in part or degree and not judicially reformed will remain in full force and effect to the extent not held invalid or unenforceable under and subject to the good faith negotiation required herein. The language of this Lease 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 in this Lease or under any principle of law or equity.

17. DRY HOLE/OPERATIONS. If during the last ninety (90) days of the Primary Term hereof or at any time

after the expiration of the Primary Term, production of Leased Minerals in paying quantities from the Premises, or lands pooled therewith, should cease for any reason, or if during or after such ninety (90) day period and prior to discovery of Leased Minerals on the Premises or lands pooled therewith, Lessee should complete a dry hole thereon, this Lease shall not terminate if Lessee commences or resumes additional Operations on the Premises or lands pooled therewith, within ninety (90) days after production ceased or the well was completed as a dry hole, whichever is applicable. If, at the expiration of the Primary Term, Leased Minerals are not being produced from the Premises, or lands pooled therewith, and the Lease is not being held pursuant to any other provision of this Lease, but Lessee is then engaged in Operations thereon, this Lease shall remain in force so long as Operations are prosecuted (whether on the same or different wells) with no cessation of more than ninety (90) consecutive days, and if they result in production, so long thereafter as Leased Minerals are produced in paying quantities from the Premises or lands pooled therewith. The term “Operations” as used in this Lease shall include but not be limited to the drilling, testing, completing (including by horizontal and slant hole well completion techniques), reworking, fracing, stimulating, recompletion, deepening, plugging back, or repairing of a well (and all work preparatory, incident or related to any such operation) in search for or in an endeavor to obtain, restore, maintain, or to enhance production of oil, liquid hydrocarbons, or gas, or any of them.

18. FURTHER INSTRUMENTS. Lessor and Lessee shall execute a Memorandum of Lease to be placed of record in place of this Lease. In the event Lessee determines that there are any ministerial mistakes in the Lease (including without limitation misspellings, improper date(s), incorrect or incomplete identification of all necessary parties, inaccurate identification of the Premises or accompanying references, etc.), Lessor shall execute a new Lease under all of the same material terms and provisions herein upon request.

19. ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein. No oral or implied warranties, representations, or promises have been made or relied upon by either party as an inducement to or any modification of the express terms of this Lease. All discussions of the parties have been and shall be deemed to have been merged into the express terms hereof and are fully and irrevocably superseded hereby.

20. 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, this instrument is executed on the date first above written,

LESSEE: **Equinor USA Onshore
Properties Inc.**

LESSOR:

By: David Hartz
Title: Manager Land & Regulatory/GPA

INDIVIDUAL ACKNOWLEDGMENT

STATE of _____:

COUNTY of _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2022,
by _____.

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

My Commission Expires: _____

Notary Public

[Notary Seal]

ACKNOWLEDGMENT FOR CORPORATION

STATE of TEXAS:

COUNTY of HARRIS:

The foregoing instrument was acknowledged before me this _____ day of _____, 202_,
by David Hartz, Manager Land & Regulatory/GPA of Equinor USA Onshore Properties, Inc., a Delaware Corporation, on behalf of the Corporation.

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

My Commission Expires: _____

Notary Public

[Notary Seal]

Return to: S&A Property Research, LLC, 12905 Emerson Avenue, Parkersburg, West Virginia 26104.
Prepared by: Equinor USA Onshore Properties Inc., 2107 CityWest Boulevard, Suite 100, Houston, Texas 77042.

Exhibit “B-2”

Attached to and made a part of that certain Operating Agreement dated December 12, 2022, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Schindler S #4 Unit.

MEMORANDUM OF LEASE

Pursuant to and in accordance with Ohio R.C. § 5301.251, this MEMORANDUM OF LEASE is hereby recorded in lieu of the Lease between the parties hereto and, accordingly, the following information is set forth:

1. Reference to Lease and Date of Execution of Lease.

Lessor (as defined below) and Lessee (as defined below) entered into a certain oil and gas lease (referred to herein as the “Lease”) on the ____ day of _____, 202__, (the “effective date”).

2. Name and Address of Lessor.

The names and addresses of the Lessor(s) as set forth in the Lease are:

Which party(ies) is(are) collectively referred to herein as the “Lessor.”

3. Name and Address of Lessee.

The name and address of the Lessee as set forth in the Lease is:

Statoil USA Onshore Properties Inc.
2107 CityWest Boulevard, Suite 100
Houston, Texas 77042

Which party is referred to herein as the “Lessee”.

4. Description of Leased Premises.

Lessor leased to Lessee any and all oil and gas of any kind whatsoever from any and all subsurface strata, formations, or void (referred to hereafter as “Leased Minerals”) within and underlying that certain tract or parcel of land containing ____ acres, more or less, situated in Section(s) S , R , T , ____ Township(s), Monroe County, State of Ohio (the “Premises”), which land is more particularly identified as Parcel _____ and being all or a portion of the same land conveyed by deed dated _____ and recorded in volume ____ page ____ in Monroe County, Ohio, together with any and all rights necessary or convenient to to explore for, stimulate, develop, produce, gather, transport, store, compress, process, blend, treat, measure, market and sell production from the Premises as set forth in the Lease.

****For a More Particular Description of the Subject Land, Please See the Exhibit “A” Attached Hereto and by Reference Made a Part Hereof.****

5. Lease Term, Commencement, Termination, Extension, and Renewal

The initial term of the Lease shall begin as of the effective date of the Lease and continue in full force and effect for a Primary Term of five (5) years and as long thereafter as any Leased Minerals are produced from the Premises or land(s) unitized therewith or for as long thereafter as the Premises is used for storage of any Leased Minerals, or the Lease is maintained by operations or under any other provision thereof. Lessee at its sole option may extend the Primary Term for an additional Five (5) years.

6. Counterparts.

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

THIS MEMORANDUM OF LEASE IS NOT A COMPLETE SUMMARY OF THE LEASE. IN THE EVENT OF CONFLICT BETWEEN THIS MEMORANDUM OF LEASE AND THE LEASE, THE TERMS AND PROVISIONS OF THE LEASE SHALL CONTROL.

IN WITNESS WHEREOF, this Lease is executed by the Lessor and Lessee on the date first written above.

LESSEE: **Equinor USA Onshore Properties Inc.**

LESSOR:

By: David Hartz

Title: Manager Land & Regulatory/GPA _____

INDIVIDUAL ACKNOWLEDGMENT

STATE of _____:

COUNTY of _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by _____.

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

My Commission Expires: _____

Notary Public

[Notary Seal]

ACKNOWLEDGMENT FOR CORPORATION

STATE of TEXAS:

COUNTY of HARRIS:

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by David Hartz, Manager Land & Regulatory/GPA of Equinor USA Onshore Properties, Inc., a Delaware Corporation, on behalf of the Corporation.

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

My Commission Expires: _____

Notary Public

[Notary Seal]

Return to: S&A Property Research, LLC, 12905 Emerson Avenue, Parkersburg, West Virginia 26104.
Prepared by: Equinor USA Onshore Properties Inc., 2107 CityWest Boulevard, Suite 100, Houston, Texas 77042.

Exhibit “A”

Attached to and by reference made a part thereof, that certain Memorandum of Lease dated _____, 20__, by _____, as Lessor, and **EQUINOR USA ONSHORE PROPERTIES INC.**, whose address is 2107 CityWest Boulevard, Suite 100, Houston, Texas 77042, hereinafter called “Lessee”;

**EXHIBIT “C”
ACCOUNTING PROCEDURE
JOINT OPERATIONS**

Attached to and made a part of that certain Operating Agreement dated December 12, 2022, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Schindler S #4 Unit.

I. GENERAL PROVISIONS – ACCOUNTING PROCEDURE

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.

“Offshore Facilities” means platforms, surface and subsea development and production systems, and other support systems such as oil and gas handling facilities, living quarters, offices, shops, cranes, electrical supply equipment and systems, fuel and water storage and piping, heliport, marine docking

“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.

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

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

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

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

“Offshore Facilities” means platforms, surface and subsea development and production systems, and other support systems such as oil and gas handling facilities, living quarters, offices, shops, cranes, electrical supply equipment and systems, fuel and water storage and piping, heliport, marine docking.

2

Copyright © 2005 by COPAS, Inc.

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

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

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

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

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

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

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

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

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

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

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

2. STATEMENTS AND BILLINGS

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 preceding month. Such bills shall be accompanied by statements that identify the AFE (authority for expenditure), lease or facility, and all charges and credits summarized by appropriate categories of investment and expense. Controllable Material shall be separately identified and fully described in detail, ~~or at the Operator's option, Controllable Material may be summarized by major Material classifications.~~ Intangible drilling costs, audit adjustments, and unusual charges and credits shall be separately and clearly identified.

3

Copyright © 2005 by COPAS, Inc.

The Operator may make available to Non-Operators any statements and bills required under Section I.2 and/or Section I.3.A (Advances and Payments by the Parties) via email, electronic data interchange, internet websites or other equivalent electronic media in lieu of paper copies. The Operator shall provide the Non-Operators instructions and any necessary information to access and receive the statements and bills within the timeframes specified herein. A statement or billing shall be deemed as delivered twenty-four (24) hours (exclusive of weekends and holidays) after the Operator notifies the Non-Operator that the statement or billing is available on the website and/or sent via email or electronic data interchange transmission. Each Non-Operator individually shall elect to receive statements and billings electronically, if available from the Operator, or request paper copies. Such election may be changed upon thirty (30) days prior written 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)~~ **thirty (30)** 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)~~ **thirty (30)** 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)~~ **thirty (30)** 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~~ **greater of the prime rate published by the Federal Reserve plus two percent (2%) per annum, or the rate of twelve percent (12%) 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. **Operator may, at its discretion, choose to substitute other penalties described elsewhere in this Agreement for failure to pay bills within the fifteen (15) thirty (30) days time frame described above.** 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 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
 - (3) 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) an allocation or re-allocation of previously billed shared equipment, facilities or services between wells receiving the benefit for up to 24 months following the end of any such calendar year in which the well is spud.**

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.

5

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 however, the Operator hereby agrees waives its right to assert that~~ any statute of limitations defense against such claims **will be delayed by the cumulative number of days the operator was delinquent on any owed response to written exception.** ~~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 for a period~~

equivalent to the number of days the Operator was delinquent on the owed response to the written exception granted. Interest shall be calculated using the rate set forth in Section I.3.B (Advances and Payments by the Parties) **for the interest period ending at the date of payment.**

- 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~~ **for a period equivalent to the number of days the Operator was delinquent on the owed response to the written exception granted.** Interest shall be calculated using the rate set forth in Section I.3.B (Advances and Payments by the Parties) **for the interest period ending at the date of payment.**
- 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, and any dispute thereunder may be referred to Expert Determination as outlined in Article XVI.V of 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.~~

6

Copyright © 2005 by COPAS, Inc.

~~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 **all** (____) or more Parties, ~~one of which is the Operator, having a combined working interest of at least percent (____%), which approval and shall be binding on all Parties., provided, however, approval of at least one (1) Non-Operator shall be required.~~

~~C. Affiliates THIS SECTION INTENTIONALLY EXCLUDED~~

~~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 purpose of administering the voting procedures of Sections I.6.A, if 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.

8

Copyright © 2005 by COPAS, Inc.

- 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:

9

Copyright © 2005 by COPAS, Inc.

- (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. 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 **Twelve** percent (12%) 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.

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.

10

Copyright © 2005 by COPAS, Inc.

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 \$_____.~~ 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 \$_____ 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, title and regulatory work 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 such services directly benefit the Joint Account and would otherwise be provided by outside counsel and such charges for operator's legal staff do not exceed the rates paid for outside attorneys.

11

Copyright © 2005 by COPAS, Inc.

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 **and/or credits** to the Joint Account resulting from sales/use tax audits, including extrapolated amounts, **audit fees or commissions**, 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~~ 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.

12

Copyright © 2005 by COPAS, Inc.

13. ECOLOGICAL, ENVIRONMENTAL, AND SAFETY

Costs incurred for Technical Services and drafting to comply with ecological, environmental or 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*)

13

Copyright © 2005 by COPAS, Inc.

- 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, redrilling, 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.

14

Copyright © 2005 by COPAS, Inc.

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 \$20,992.77 (prorated for less than a full month)

Producing Well Rate per month \$2,099.28

- (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. **“Spud” for the purposes of charging Drilling Overhead shall be defined as the time of initial penetration of the wellbore by any rig, including a rig used to set conductor.** ~~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, **rework, plugging back, deepening, extension,** 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, **in which production is not commingled downhole**, 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) 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.

15

Copyright © 2005 by COPAS, Inc.

- (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 THIS SECTION INTENTIONALLY EXCLUDED~~

- ~~(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 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).~~~~
 - ~~(a) 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.

16

Copyright © 2005 by COPAS, Inc.

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) **5.0%** of total costs if such costs are less than \$100,000; plus
- (2) **3.0%** of total costs in excess of \$100,000 but less than \$1,000,000; plus
- (3) **2.0%** 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) **3.0%** of total costs if such costs are less than \$100,000; plus
- (2) **2.0%** of total costs in excess of \$100,000 but less than \$1,000,000; plus
- (3) **1.0%** 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.

17

Copyright © 2005 by COPAS, Inc.

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:

18

Copyright © 2005 by COPAS, Inc.

- (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.

19

Copyright © 2005 by COPAS, Inc.

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.

20

Copyright © 2005 by COPAS, Inc.

- (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 **when paid by operator in accordance with COPAS MFI 38 (“Material Pricing Manual”)**.

(1) Loading and Unloading Costs

Loading and unloading costs related to the movement of the Material to the Joint Property shall be charged **when paid by operator in accordance with 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:

21

Copyright © 2005 by COPAS, Inc.

- 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.

22

Copyright © 2005 by COPAS, Inc.

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.

A. 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 (*i*), 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*).

The cost of conducting an inventory as a result of a Non-Operator selling its interest will be borne by the requesting party or Parties.

EXHIBIT "D"
INSURANCE

Attached to and made a part of that certain Operating Agreement dated December 12, 2022, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Schindler S #4 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 Liability	Statutory \$1,000,000 Each Accident
B. General Liability including bodily Injury and property damage liability	\$1,000,000 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	\$5,000,000 Each Occurrence
F. Pollution Liability	\$15,000,00 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.

EXHIBIT "E"

Attached to and made a part of that certain Operating Agreement dated December 12, 2022, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Schindler S #4 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 to 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 AGREEMENTGBA

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.

The Parties further acknowledge that, because of the advent of multiple Gas Wells with different Percentage Ownership among the Parties flowing through a single custody transfer meter, Operator is required to estimate a weighted average allocation of the total anticipated Gas flow through such custody transfer meter, resulting in misallocations. Due to this circumstance, the Parties to this GBA acknowledge that the terms contained herein are applicable to Parties intentionally electing to be Underproduced or Overproduced and do not apply to such misallocations. Operator shall develop procedures to perpetually attempt to correct such misallocations as soon as reasonably practicable and outside of the terms of this GBA.

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 **Operator shall provide reasonable notice of the occurrence of a non-taking party, and e**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, (subject to IV below), 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. **In the event taking parties do not elect to receive all of non-taking party's share of Gas, Operator shall attempt to reduce flow to a level which accommodates such elections of the taking parties, recognizing that all taking parties will become an Overproduced party by virtue of a non-taking party(ies) failure to market its Percentage Ownership.** 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 Pparties 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 (i) not taking Gas from such Gas Well, (ii) not taking their full share of the Gas, or (iii) as otherwise authorized by all of the Underproduced parties. If the Overproduced party is taking, selling or otherwise disposing of Gas from such Gas well due to another party's failure to take its own Gas then the Underproduced party will only be allowed to recover gas in the Operator's sole discretion or upon an agreement with an Overproduced party. 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. **Any limitation on an Overproduced party to take, sell or otherwise dispose of its share of Gas will only apply upon proper notification by Operator as addressed herein under III (A).**

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.

If an Underproduced Party has failed to notify any party prior to putting it in an Overproduced position as detailed in III (A) above, then the Underproduced party can only commence making up its underproduction with the consent of the Overproduced Party.

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 ~~ten~~ **fifteen** percent (**15%**~~10%~~) of the monthly Quantity of each Overproduced party's Percentage Ownership in Gas produced during any "peak" month ("peak" months are November, December, January, February, and March) and up to fifty percent (50%) of each Overproduced party's Percentage Ownership of Gas production during any "off-peak" month ("off-peak" months are all months except "peak" months); 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: (i) any "peak" month to less than ninety percent (90%) of its Percentage Ownership in Gas produced in said months and (ii) any "off-peak" month to less than fifty percent (50%) of its Percentage Ownership in Gas produced during said months.

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 the 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, **upon request**, ~~each of these Parties~~ **any Party** 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 sixty (60)~~ **ninety sixty (60)** 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. If no errors or inaccuracies are reported, then, after a period of two years from the date of the statement, the statement will be deemed accurate.

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 **and within thirty (30) days of such request**, 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 either** (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 **or (z) the assignee is already a party to this GBA**. (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.

In addition to the above paragraph, the Parties recognize that the disposition of Gas from the Gas Wells subject to the Operating Agreement may differ from the volumes produced. The Parties shall strive to monitor and may adjust said volumes in an effort to minimize differences on an ongoing basis. On or before March 31st of each calendar year, the Parties may settle such difference through a cash payment from the Overproduced Party for the previous calendar year to the Underproduced Party for such previous calendar year. The amount of such cash payment shall be calculated on a monthly basis using the methodology outlined in section VII. D.1(a) – (d) below.

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 **subject to the provision of section VII. A.** 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 (**as defined below**) 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"), 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 applicable Inside FERC price ~~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 WAHA Index Price”).~~ **monthly index average of Tennessee Zone 4 300 leg as reported by Platt’s Inside FERC Price Guide listed under “Prices of Spot Gas Delivered to Pipelines” for the applicable month of overproduction less those items set forth in (a) - (d) above (the “Adjusted Appalachian 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 WAHA TETCO M-2 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 WAHA TETCO M-2 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 a **cash settlement** (“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 a 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 liabilities 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 under deliveries 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.

If any audit issues are outstanding fifteen (15) months after Operator receives an audit report, the Operator or any Non-Operator participating in the audit has the right to invoke the dispute resolution procedures included in the Agreement, and any dispute thereunder may be referred to Expert Determination as outlined in Article XVI.V of the Agreement. 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.

XIV. MISCELLANEOUS

A. No assignment shall **in and of itself** relieve the assignor from any obligation to the other Parties with respect to any overproduction taken by assignor **prior** 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.

EXHIBIT “F”

Attached to and made a part of that certain Operating Agreement dated December 12, 2022, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Schindler S #4 Unit.

COMPLIANCE WITH AFFIRMATIVE ACTION LAWS

One or more parties to the attached Operating Agreement may be a Government Contractor as defined by law and therefore may be required to comply with applicable federal laws, orders, and regulations.

Only if applicable, Executive Order 11246, 29 C.F.R. Part 471, Appendix A to Subpart A, and 41 C.F.R. Parts 60-1.4, 60-1.7, 60-4.3 are incorporated. The parties hereto shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and against qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

EXHIBIT “H”

Attached to and made a part of that certain Operating Agreement dated December 12, 2022, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Schindler S #4 Unit.

MODEL FORM RECORDING SUPPLEMENT TO
OPERATING AGREEMENT AND FINANCING STATEMENT

STATE OF OHIO)
)SS:
COUNTY OF MONROE)

THIS AGREEMENT, entered into by and between _____, 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 _____ (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 or as otherwise set forth in Operating Agreement, (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 may 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 other than as permitted pursuant to the Operating Agreement, 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 other financial obligations under this agreement, 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 appraisalment 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.
 - I. In addition to the lien contained in Article VII.B. of the Operating Agreement, the Gas Balancing Agreement attached as Exhibit "E" to the Operating Agreement provides that each overproduced party grants a lien to each Underproduced Party upon its leasehold interest and upon its interest in gas production and the proceeds therefrom, and upon its interest in material and equipment, to the extent and so long as the Overproduced Party is overproduced, to secure its balancing obligations, both in kind and in cash, which lien shall be inferior and subject to the Operator's lien as provided in Article VII.B. of the parties Operating Agreement.
- 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 _____ day of _____, _____.

ATTEST OR WITNESS

OPERATOR

	By:	
	Title:	
	Date:	
	Address:	

NON-OPERATORS

ATTEST OR WITNESS

	By:	
	Title:	
	Date:	
	Address:	

ATTEST OR WITNESS

	By:	
	Title:	
	Date:	
	Address:	

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____, as the act and deed and on behalf of such _____.

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 _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____, as the act and deed and on behalf of such _____.

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 _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____, as the act and deed and on behalf of such _____.

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:

A

34111244620000
WEFLER N U1S
+

EQUINOR USA ONSHORE PROPERTIES INC
TD = 10840 feet

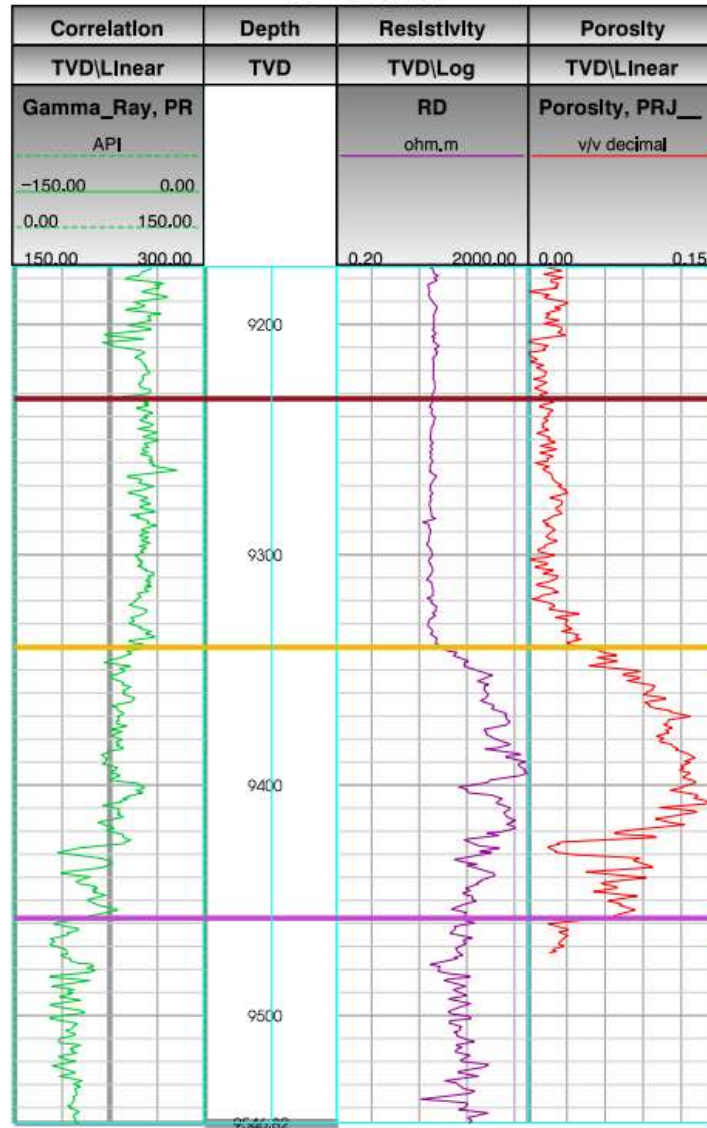


EXHIBIT 1

14687ft

Equinor
Schindler S U4H

~ 1/2 mile
~ 1 1/2 mile

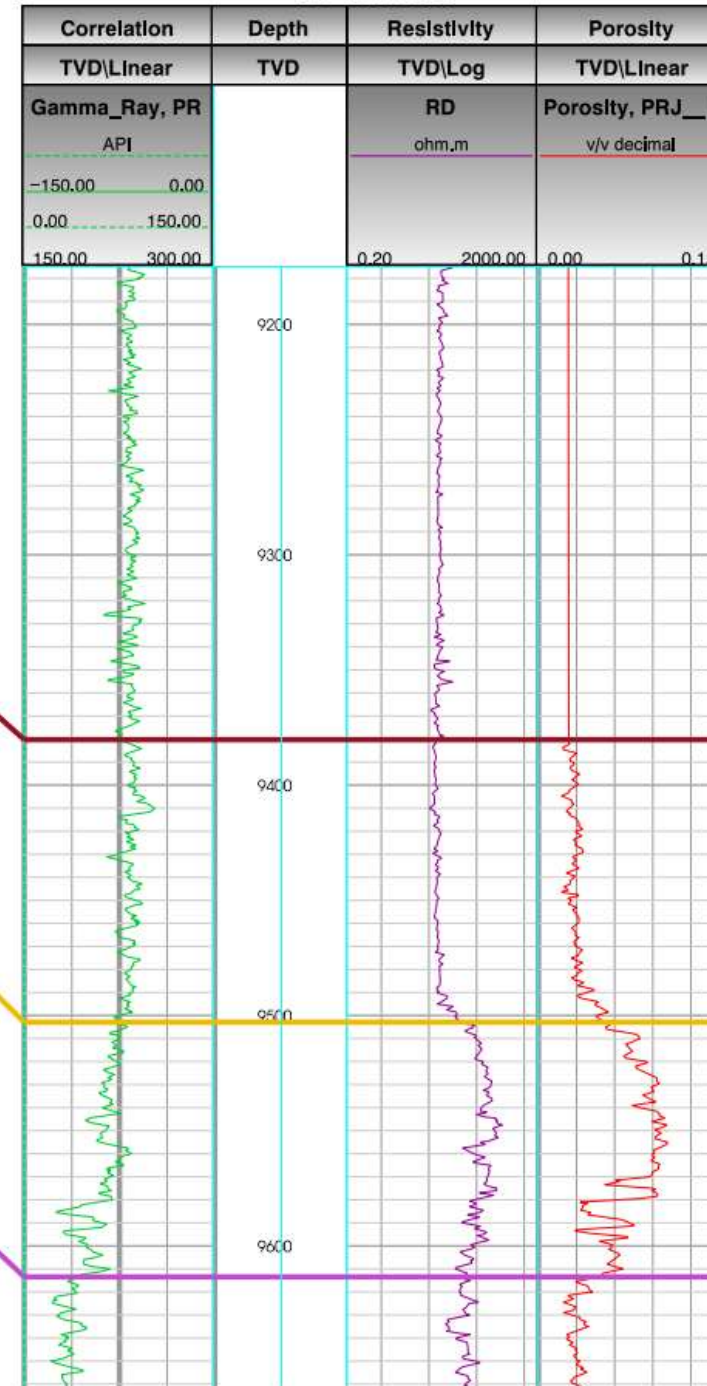
UTICA TOP

JOINT PLEASANT TOP

TRENTON TOP

34111244400000
EISENBARTH U4H
+

EQUINOR USA ONSHORE PROPERTIES INC
TD = 11078 feet



A'

EXHIBIT 2



ADAMS



FRANKLIN
Marshall

SALEM

Equinor
Wefler N U1S

A

Monroe

GREEN

OHIO






A

Equinor
Eisenbarth
U4H

MAGNOLIA

Wetzel

Schindler S #4

-  Cross Section Point
 Well
 Proposed Unit
 County Boundary
 Township Boundary

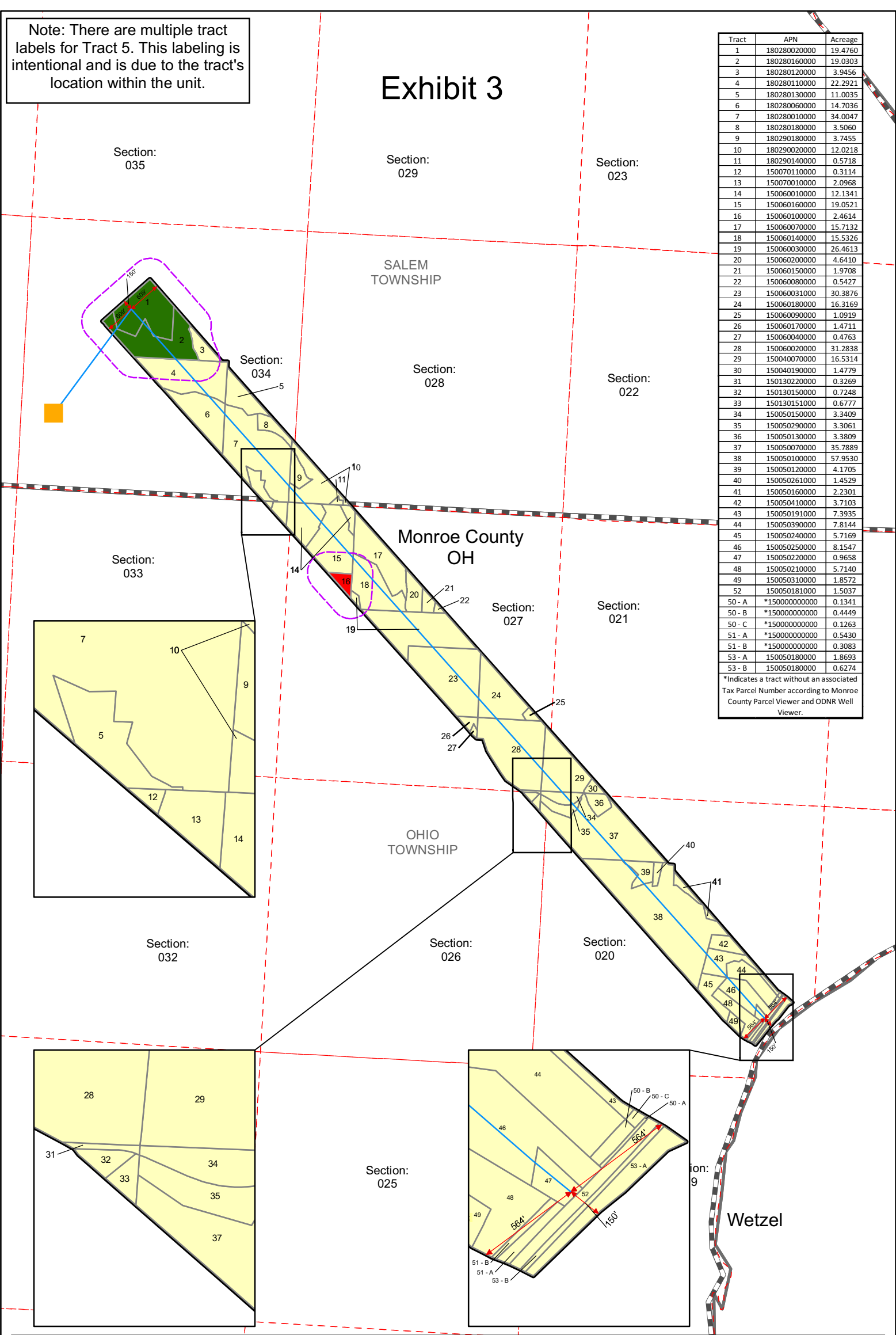
A horizontal scale bar with tick marks at 0, 2,500, 5,000, and 10,000. The word "Feet" is written at the right end of the bar.

Note: There are multiple tract labels for Tract 5. This labeling is intentional and is due to the tract's location within the unit.

Exhibit 3

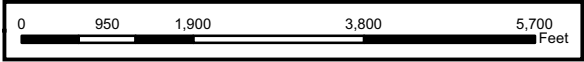
Tract	APN	Acreage
1	180280020000	19.4760
2	180280160000	19.0303
3	180280120000	3.9456
4	180280110000	22.2921
5	180280130000	11.0035
6	180280060000	14.7036
7	180280010000	34.0047
8	180280180000	3.5060
9	180290180000	3.7455
10	180290020000	12.0218
11	180290140000	0.5718
12	150070110000	0.3114
13	150070010000	2.0968
14	150060010000	12.1341
15	150060160000	19.0521
16	150060100000	2.4614
17	150060070000	15.7132
18	150060140000	15.5326
19	150060030000	26.4613
20	150060200000	4.6410
21	150060150000	1.9708
22	150060080000	0.5427
23	150060031000	30.3876
24	150060180000	16.3169
25	150060900000	1.0919
26	150060170000	1.4711
27	150060040000	0.4763
28	150060020000	31.2838
29	150040070000	16.5314
30	150040190000	1.4779
31	150130220000	0.3269
32	150130150000	0.7248
33	150130151000	0.6777
34	150050150000	3.3409
35	150050290000	3.3061
36	150050130000	3.3809
37	150050070000	35.7889
38	150050100000	57.9530
39	150050120000	4.1705
40	150050261000	1.4529
41	150050160000	2.2301
42	150050410000	3.7103
43	150050191000	7.3935
44	150050390000	7.8144
45	150050240000	5.7169
46	150050250000	8.1547
47	150050220000	0.9658
48	150050210000	5.7140
49	150050310000	1.8572
52	150050181000	1.5037
50 - A	*150000000000	0.1341
50 - B	*150000000000	0.4449
50 - C	*150000000000	0.1263
51 - A	*150000000000	0.5430
51 - B	*150000000000	0.3083
53 - A	150050180000	1.8693
53 - B	150050180000	0.6274

*Indicates a tract without an associated Tax Parcel Number according to Monroe County Parcel Viewer and ODNR Well Viewer.



Schindler S # 4 Unit

Total acreage: 504.4916
Salem & Ohio Township - Monroe County, OH

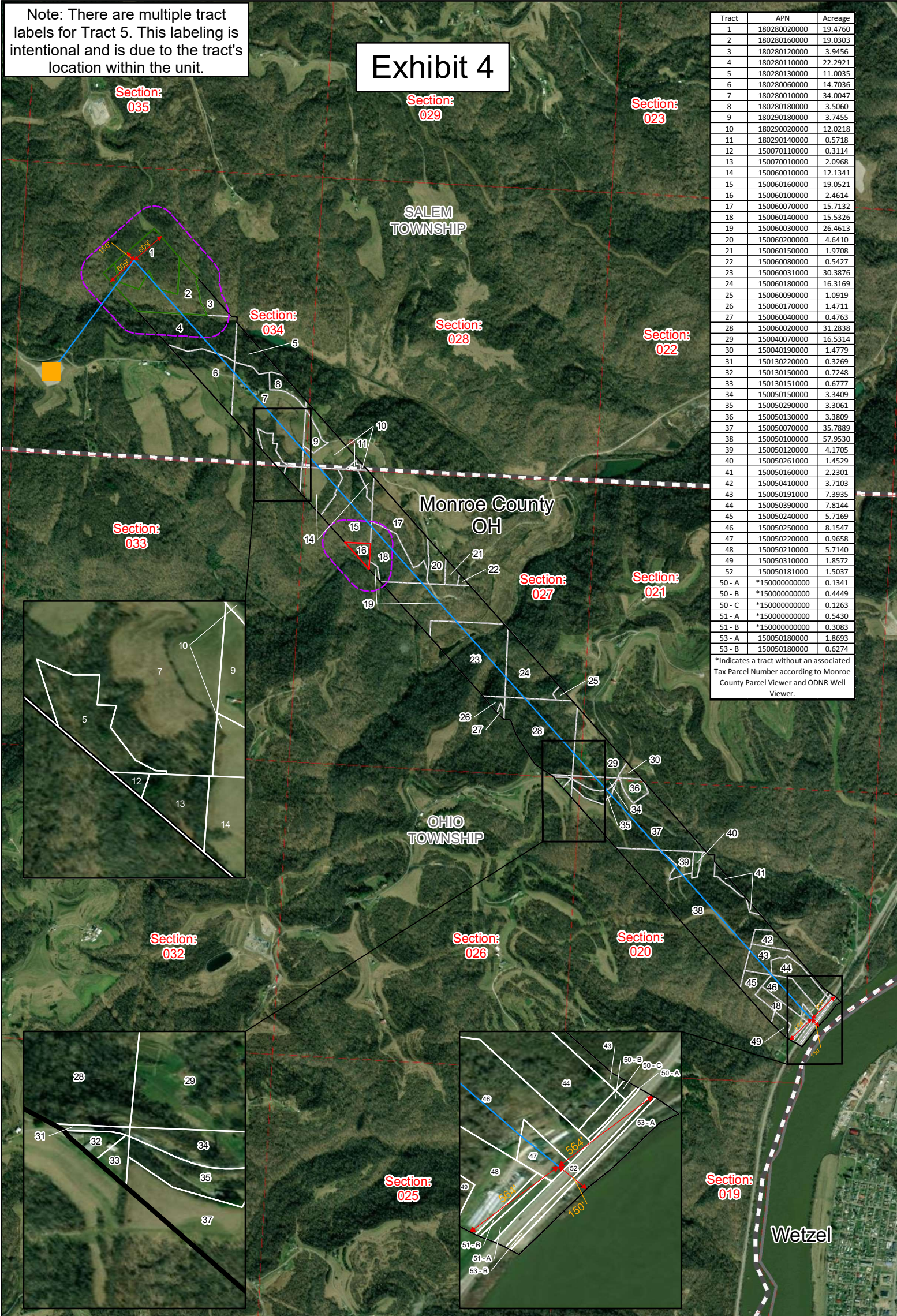


Note: There are multiple tract labels for Tract 5. This labeling is intentional and is due to the tract's location within the unit.

Exhibit 4

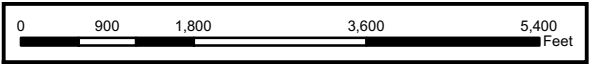
Tract	APN	Acreage
1	180280020000	19.4760
2	180280160000	19.0303
3	180280120000	3.9456
4	180280110000	22.2921
5	180280130000	11.0035
6	180280060000	14.7036
7	180280010000	34.0047
8	180280180000	3.5060
9	180290180000	3.7455
10	180290020000	12.0218
11	180290140000	0.5718
12	150070110000	0.3114
13	150070010000	2.0968
14	150060010000	12.1341
15	150060160000	19.0521
16	150060100000	2.4614
17	150060070000	15.7132
18	150060140000	15.5326
19	150060030000	26.4613
20	150060200000	4.6410
21	150060150000	1.9708
22	150060080000	0.5427
23	150060031000	30.3876
24	150060180000	16.3169
25	150060090000	1.0919
26	150060170000	1.4711
27	150060040000	0.4763
28	150060020000	31.2838
29	150040070000	16.5314
30	150040190000	1.4779
31	150130220000	0.3269
32	150130150000	0.7248
33	150130151000	0.6777
34	150050150000	3.3409
35	150050290000	3.3061
36	150050130000	3.3809
37	150050070000	35.7889
38	150050100000	57.9530
39	150050120000	4.1705
40	150050261000	1.4529
41	150050160000	2.2301
42	150050410000	3.7103
43	150050191000	7.3935
44	150050390000	7.8144
45	150050240000	5.7169
46	150050250000	8.1547
47	150050220000	0.9658
48	150050210000	5.7140
49	150050310000	1.8572
50 - A	*150000000000	1.5037
50 - B	*150000000000	0.1341
50 - C	*150000000000	0.4449
51 - A	*150000000000	0.1263
51 - B	*150000000000	0.5430
51 - C	*150000000000	0.3083
53 - A	150050180000	1.8693
53 - B	150050180000	0.6274

*Indicates a tract without an associated Tax Parcel Number according to Monroe County Parcel Viewer and ODNR Well Viewer.



- Well Pad
- Lateral
- Non-Consenting Tract
- 400' Buffer
- Unleased Tract
- Unit Boundary
- Consenting Tract
- Section Lines
- Township

Schindler S # 4 Unit
Total acreage: 504.4916
Salem & Ohio Township - Monroe County, OH



Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User



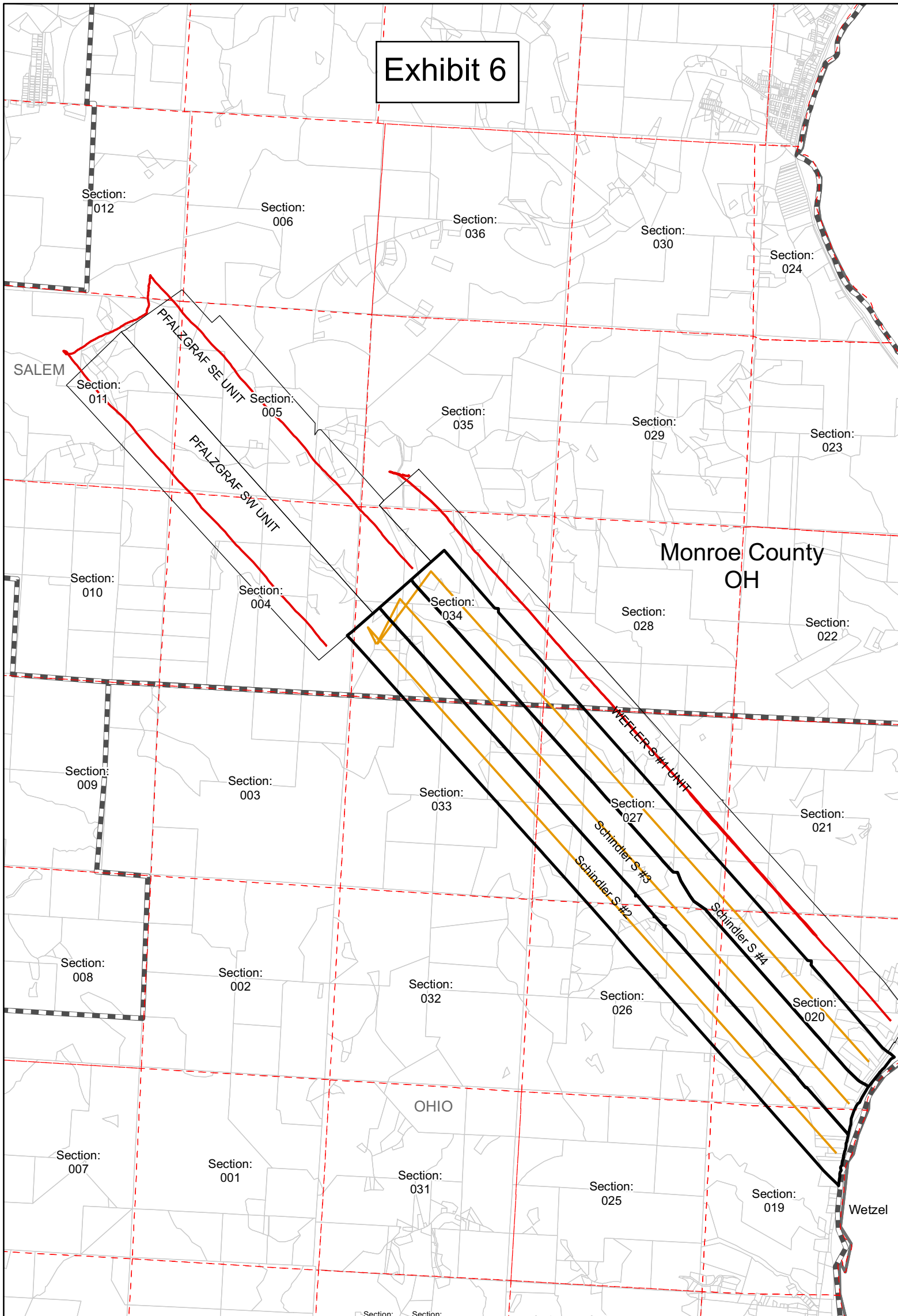
EXHIBIT 5: ENGINEERING CALCULATIONS

Unitized Schindler S U4H									
Well Name	Lateral Length (ft)	Gross Capital (\$M)	Total Op Cost (\$M)	Undiscounted Value (\$M)	PV 10 (\$M)	Gross Residue Gas (MMcf)	Gross Processed NGLs (Mbbbls)	Gross Ultimate Oil (Mbo)	Gross Reserves (MMcfe)
Schindler S U4H	18,134	19,453	11,830	22,787	9,962	20,850	0	0	20,850
Non-Unitized									
Well Name	Lateral Length (ft)	Gross Capital (\$M)	Total Op Cost (\$M)	Undiscounted Value (\$M)	PV 10 (\$M)	Gross Residue Gas (MMcf)	Gross Processed NGLs (Mbbbls)	Gross Ultimate Oil (Mbo)	Gross Reserves (MMcfe)
Schindler S U4H	0	0	0	0	0	0	0	0	0
Difference (Unitized - Non-Unitized)									
Well Name	Lateral Length (ft)	Gross Capital (\$M)	Total Op Cost (\$M)	Undiscounted Value (\$M)	PV 10 (\$M)	Gross Residue Gas (MMcf)	Gross Processed NGLs (Mbbbls)	Gross Ultimate Oil (Mbo)	Gross Reserves (MMcfe)
Schindler S U4H	18,134	19,453	11,830	22,787	9,962	20,850	0	0	20,850

Operating Costs	
Variable Oil (\$/bbl)	0
Variable Gas (\$/Mcf)	0.186
Variable Water (\$/bbl)	0
Fixed Op Costs (\$/Month)	16,899

11/1/2022 Strip Price	
Year	Gas Price (\$/mcf)
2022	5.92
2023	4.32
2024	3.98
2025	3.36
2026	3.02
2027	3.38
Life	3.38

Exhibit 6



Adjacent Units

Salem & Ohio Township - Monroe County, OH

- Producing Lateral
- Planned Lateral
- Surrounding Units
- Unit Boundary

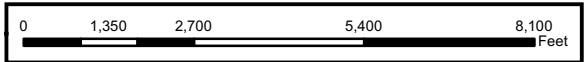


EXHIBIT 7

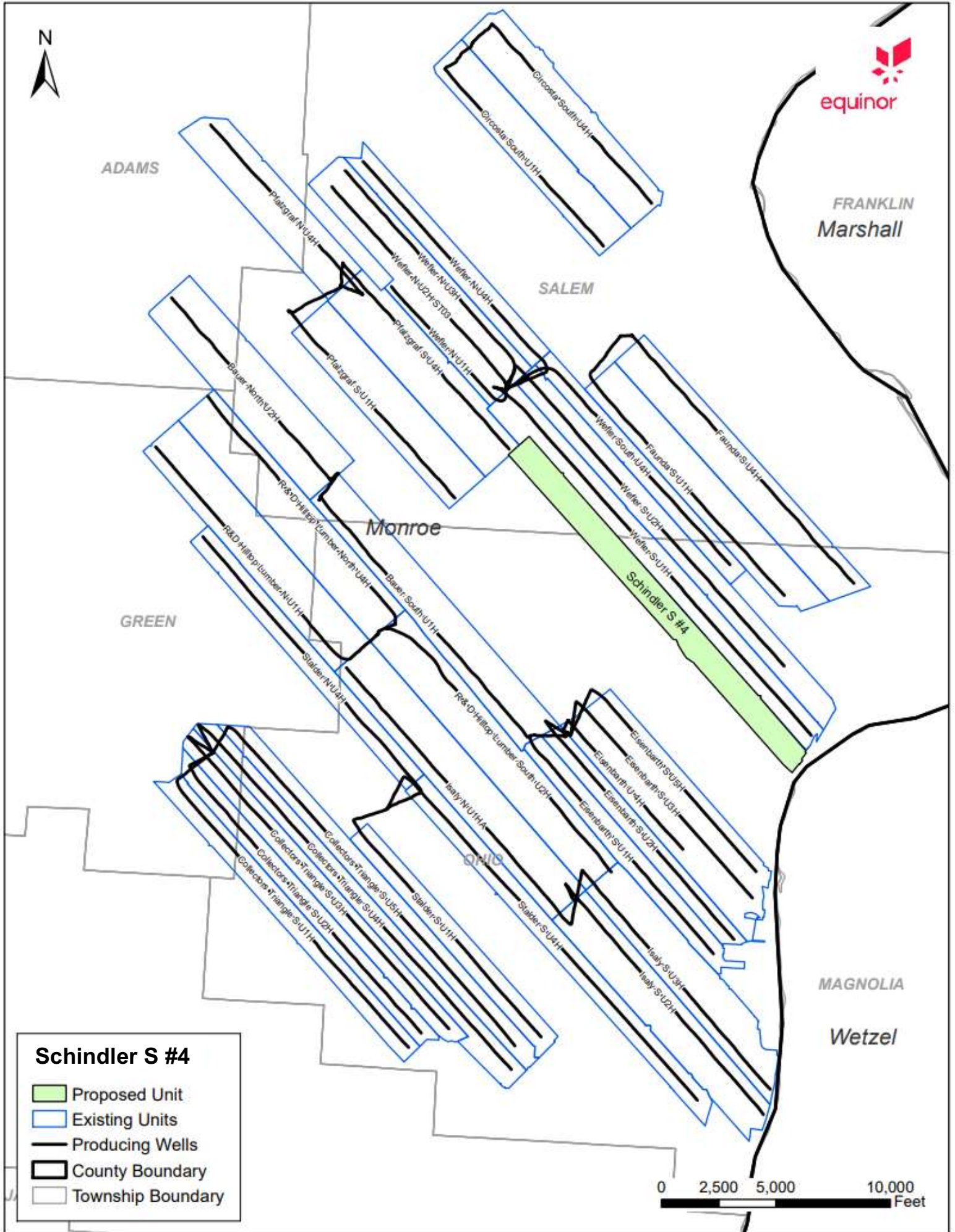


EXHIBIT 7 cont'd

WELL NAME	API NO.	LATERAL LENGTH (FT.)	FIRST PROD. DATE	DIST. FROM UNIT (MILES)
Bauer North U2H	34111246330000	9770	9/21/2017	1
Bauer South U1H	34111246340000	13170	9/21/2017	1
Circosta South U1H	34111246440000	9720	9/30/2017	3
Circosta South U4H	34111246410000	9960	10/1/2017	3
Collectors Triangle S U1H	34111248510000	14794	6/27/2020	4
Collectors Triangle S U2H	34111248520000	14454	6/28/2020	4
Collectors Triangle S U3H	34111248440000	16389	6/30/2020	3
Collectors Triangle S U4H	34111248450000	16108	7/2/2020	3
Collectors Triangle S U5H	34111248460000	17724	7/5/2020	3
Eisenbarth S U1H	34111248260000	11635	8/19/2019	1
Eisenbarth S U2H	34111248290000	11730	8/19/2019	1
Eisenbarth S U3H	34111248280000	10630	9/5/2019	< 1
Eisenbarth S U5H	34111248270000	10010	9/5/2019	< 1
Eisenbarth U 4H	34111244400100	6530	12/18/2016	< 1
Faunda S U1H	34111247600000	10370	3/1/2018	1
Faunda S U4H	34111247610000	13170	3/16/2018	1
ISALY N U1HA	34111248000000	13800	11/6/2018	2
Isaly S U2H	34111247930000	12020	11/6/2018	2
Isaly S U3H	34111247920000	10830	11/6/2018	2
Pfalzgraf N U4H	34111246970000	8740	12/28/2017	2
Pfalzgraf S U1H	34111246890000	9760	1/8/2018	< 1
Pfalzgraf S U4H	34111246960000	9760	12/29/2017	< 1
R & D Hilltop Lumber North U4H	34111245990000	11570	8/6/2017	1
R & D Hilltop Lumber South U2H	34111246010000	9840	8/6/2017	1
R&D Hilltop Lumber N U1H	34111248740000	11929	6/10/2020	2
Stalder N U4H	34111248090000	13160	10/3/2018	2
Stalder S U1H	34111248080000	11560	10/9/2018	3
STALDER S U4H	34111248100000	17960	10/3/2018	2
Wefler N U1H	34111244620100	5830	11/15/2014	1
Wefler N U2H ST03	34111246060300	10350	12/4/2016	1
Wefler N U3H	34111246070000	10800	12/2/2016	1
Wefler N U4H	34111246080000	11460	11/3/2020	1
Wefler S U1H	34111248890000	20690	11/5/2020	< 1
Wefler S U2H	34111248880000	19630	11/7/2020	< 1
Wefler South U4H	34111246360000	11350	12/4/2016	1

Notary Public

Printed Name: Allison Conway

My Commission Expires: 9/10/2026

CONTACT LOG - SCHINDLER S #4 UNIT

Tract	Owner	Parcel	Land Use	Address
1	Ascent Resources - Utica, LLC	18-028002.0000	Agricultural Vacant Land	3501 NW 63rd Street
2	Attn: Kade Smith	18-028016.0000	Agricultural Vacant Land	Oklahoma City, OK 73116
Date	Comment			
10/19/2022	Casey Quest, of Equinor USA Onshore Properties Inc., contacted Hayley Sloat, of Ascent Resources - Utica, LLC, via email to discuss Ascent's leasehold interest. Mr. Quast proposed having Ascent participate in the unit or farm out or assign the interest to Equinor.			
10/19/2022	Ms. Sloat contacted Mr. Quast via email requesting authorizations for expenditures for the unit.			
10/20/2022	Mr. Quast responded to Ms. Sloat via email stating that authorizations for expenditures have not yet been prepared, but he would have a better idea of the costs as it got closer to the anticipated spud date.			
10/25/2022	Mr. Quast sent Ms. Sloat a working interest owner approval form via email in order for Ascent to commit its acreage.			
11/1/2022	Ms. Sloat responded to Mr. Quast via email indicating that Ascent would not commit its acreage, but would continue to work with Equinor to determine if Ascent would want to participate or convey its interest to Equinor.			
11/3/2022	Mr. Quast emailed Ms. Sloat an offer to purchase Ascent's interest in the unit.			
11/4/2022	Mr. Quast emailed Ms. Sloat requesting confirmation of Ascent's address and contact person for application purposes. Ms. Sloat responded with the requested information.			
12/2/2022	Ms. Sloat emailed Mr. Quast and declined Equinor's offer to purchase its interest in the unit and suggested a trade as an alternative. Equinor is interest in exploring a trade and will be submitting a trade proposal to Ascent in the future.			

Tract	Owner	Parcel	Land Use	Address
16	Heirs and/or Assigns of Wesley W. Lude	15-006010.0000	Agricultural Vacant Land	Unknown
Date	Comment			
1/1/2018 - 10/12//2022	S&A Property Research, on behalf of Equinor USA Onshore Properties Inc., conducted title research for the subject tract in Monroe County, Ohio. Wesley W. Lude et al, conveyed the subject lands in Deed Record 166 at page 311 recorded in Monroe County Ohio with a reservation of the right to all oil, gas and other minerals not previously conveyed, together with the right to drill and operate for the same. Case No. 224, Docket 1, page 75 filed in the Probate Court of Tuscarawas County, Ohio is the Estate record for Wesley W. Lude. Per said estate case Wesley W. Lude died intestae on 1/15/1978. Wesley W. Lude's surviving next of kin are listed as Emma Lude Blatter, deceased, Leola Blatter, deceased without children, Clarence Blatter, deceased without children, Minnie Lude, deceased without children, Carl Lude, deceased, Gladys Sawyer, deceased without children, Graydon Lude, nephew, Dale Lude, nephew, Eugene Lude, nephew, Raymond Lude, nephew, Glenn Lude, nephew, Edward Lude, deceased, Viola Lude Marshall, neice, Dorothy Shook, niece, Florence Stenger, niece, Herman Lude, deceased without children, John Lude, deceased without children, Pearl Ensinger, sister, Arthur Lude, brother. Further online research found the current heirs and assigns of Wesley W. Lude likely to be Mark Lude, Linda Tennant, Raymond W. Lude, Jr., Jean Sommer Reitter, George C. Lude, Phyllis J. McVey, William E. Lude, Robert L. Lude, Graydon T. Lude, James R. Lude, Brad J. Lude, Lanny D. Lude, John C. Lude Revocable Trust, John Rehl, Dale L. Lude Jr. Trust, Lola C. Morgan, Laura L. Morgan, Nathan Colson, Lisa Ann Palczewski, Janet Lee Deal, Mary M. Gregor, Judy Kidd, JoAnne Cline, Theresa Huck, David Stenger, Joseph W. Stenger Jr., Ed Stenger, Ann Pierce, Kathy Warfield, Tracy R. Davis, Melissa Schultz, Bobbi Sue Stenger, Casey Day, Doug Stenger, Robert Scott Stenger, Jerry McClellan, Gary McClellan, Marian L. McGary, Jerry R. Clegg, Donna L. Craig, Mark Lucas, Lori Lucas, Mary Ann Ragsdale, and John H. Shook. To date, we have been able to lease or purchase the mineral rights from all the likely heirs and assigns of Wesley W. Lude with the exception of Laura L. Morgan. All leases or deeds affecting the ownership shown above have been recorded and made of record in Monroe County Ohio recorders office. Nevertheless, because neither Wesley W. Lude's estate was admitted to record in Monroe County, Ohio nor has a certificate of transfer transferring the minerals from his estate to his heirs have been recorded in Monroe County, Ohio and because the same title issues also affect his presumed heirs, additional title curative is needed before the heirs can be credited with ownership of the minerals.			
6/22/2022	Call - Jeff Eddy, agent for S&A Property Research, found via online resources several phone numbers for Laura L. Morgan and attempted to call her. All attempts were unanswered without voicemail options.			
7/1/2022	Call - Jeff Eddy, agent for S&A Property Research, made additional attempts to call the phone numbers found for Laura L. Morgan and all attempts were unanswered without voicemail options.			
7/11/2022	Mail - Jeff Eddy, agent for S&A Property Research, sent a mailout letter to Laura L. Morgan's Arizona address, which is 535 W. 16th Street, Tempe, AZ 85281. Jeff also found an address located in Germany.			
7/26/2022	Call - Jeff Eddy, agent for S&A Property Research, attempted to call Laura L. Morgan's sister in an attempt to help locate Laura. No answer, but left message.			
8/24/2022	Mail - Jeff Eddy, agent for S&A Property Research, sent a certified letter to Laura L. Morgan's Arizona address.			
10/17/2022	Call - Jeff Eddy, agent for S&A Property Research, located a working phone number in Germany for Laura L. Morgan and called her. She did not answer so a message was left.			
10/20/2022	Call - Jeff Eddy, agent for S&A Property Research called phone number in Germany for Laura L. Morgan, no answer but left message.			

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

In re the Matter of the Application of :
Equinor USA Onshore Properties Inc. :
for Unit Operation :
:
Schindler S #4 Unit :

AFFIDAVIT OF OWNERSHIP

I, Charles (“Casey”) Quast, being first duly cautioned and sworn, do hereby depose and state as follows:

1. My name is Charles (“Casey”) Quast, and I am a Principal Landman with Equinor USA Onshore Properties Inc. (“Equinor”). My day-to-day responsibilities include all aspects of land work within portions of Monroe County, Ohio, including ordering, examining, curing, and clearing title in advance of the drilling schedule; managing field landmen in leasing efforts; ensuring that surface issues are being addressed in a timely manner; serving as the contact person for attorneys, landowners, and other working interest owners; preparing and negotiating acquisition and trade agreements and proposals; and compiling working interest units and I have personal knowledge of the facts stated herein.

2. Pursuant to Ohio Revised Code § 1509.28, Equinor has filed an application with the Chief of the Division of Oil and Gas Resources Management requesting an order authorizing Equinor to operate the Unitized Formation and applicable land area, identified as the Schindler S #4 Unit, according to the Unit Plan attached thereto (the “Application”) (as those terms are used and defined therein). The Schindler S #4 Unit is located in Monroe County, Ohio, and consists of fifty-three (53) separate tracts of land covering approximately 504.4916 acres.

3. As of the application date, Equinor and the other 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.

Equinor USA Onshore Properties Inc.


By: 

Title: Principal Landman

JURAT CERTIFICATE

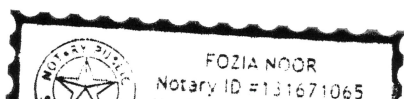
STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

Sworn to and subscribed before me this 6th day of December, 2022, by Charles Quast. This is a jurat certificate; an oath or affirmation was administered to the signer with regard to this notarial act.


Notary Public

Printed Name: FOZIA NOOR

My Commission Expires: 08/12/2026



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

In re the Matter of the Application of :
Equinor USA Onshore Properties Inc. for :
Unit Operation :
 :
Schindler S #4 Unit :

DUE DILIGENCE AFFIDAVIT

I, Charles (“Casey”) Quast, 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, Charles (“Casey”) Quast, is employed at Equinor USA Onshore Properties Inc. and is a Principal Landman responsible for all aspects of land work within portions of Monroe County, Ohio.
3. Affiant has the authority to sign this affidavit on behalf of Equinor USA Onshore Properties Inc.
4. Pursuant to Ohio Revised Code § 1509.28, Equinor USA Onshore Properties Inc. is filing an application with the Chief of the Division of Oil and Gas Resources Management (“DOGRM”) requesting an order authorizing Equinor USA Onshore Properties Inc. to operate the Unitized Formation and applicable land area, identified as the Schindler S #4 Unit (“Application”). The Schindler S #4 Unit is located in Monroe County, Ohio, and as a unit of an entire pool or part thereof consists of fifty-three (53) separate tracts of land covering approximately 504.4916 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 Equinor USA Onshore Properties Inc.’s efforts to identify and locate mineral interest owners within the proposed unit.
6. Affiant attests that Equinor USA Onshore Properties Inc. exercised reasonable due diligence to identify all mineral interest owners within the proposed unit and ascertain their current addresses prior to filing its Application with DOGRM. These efforts included performing title work, including reviewing court records, marriage and birth records, death records, and county auditor tax records, and utilizing electronic resources. Affiant further attests that where it was not reasonably possible or practicable to identify all of the mineral interest owners’ identities or addresses, Equinor USA Onshore Properties Inc. will provide notice by publication of a hearing scheduled pursuant to R.C. 1509.28.
7. Affiant further attests that, to the best of his knowledge and belief, the names and addresses of mineral interest owners that Equinor USA Onshore Properties Inc. provided to DOGRM were accurate at the time Affiant filed its Application with DOGRM.
8. Affiant understands that the DOGRM is relying on the statements and representations contained in this Affidavit to verify that Equinor USA Onshore Properties Inc. has acted using ordinary standards of due diligence to identify and locate mineral interest owners for tracts contained within the proposed unit. Further, Equinor USA Onshore Properties Inc. understands DOGRM expects Equinor USA Onshore Properties Inc. to provide to DOGRM updated mineral interest owner information, if any, as soon as is practicable, and understands that updated information may result in a new or rescheduled unitization hearing.

9. Nothing in this Affidavit shall constitute a waiver of right in law or equity by the DOGRM or Equinor USA Onshore Properties Inc.
10. Affiant states that the above statements are true and accurate to the best of Affiant's knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

Equinor USA Onshore Properties Inc.

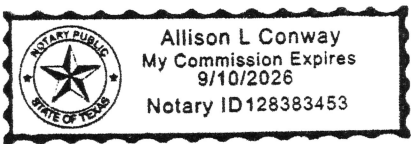
By: 


Title: Principal Landman

JURAT CERTIFICATE

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

Sworn to and subscribed before me this 6th day of December, 2022, by Charles Quast. This is a jurat certificate; an oath or affirmation was administered to the signer with regard to this notarial act.




Notary Public

Printed Name: Allison Conway

My Commission Expires: 9/10/2026

In re the Matter of the Application of :
Equinor USA Onshore Properties Inc. for :
Unit Operation :
:

Date: December 12, 2022

Exhibit 1

<u>Tract Number</u>	<u>Mineral Owner</u>	<u>Net Mineral Acres</u>	<u>Parcel ID Number</u>
3	James Scott Simmons	0.2192	18-028012.0000
3	Susan Kay Moore	0.2192	18-028012.0000
3	Richard Tyrone Simmons	0.2192	18-028012.0000
3	William E. Moore III	0.3288	18-028012.0000
3	Patricia Moore Arnold	0.3288	18-028012.0000
3	Heirs and/or Assigns of Ruth A. Roth	0.6576	18-028012.0000
3	Frederick Raymond Sweeney	0.9864	18-028012.0000
3	Stephanie K. Sweeney	0.9864	18-028012.0000
4	Equinor USA Onshore Properties Inc. Attn: Casey Quast	22.2921	18-028011.0000
5	Equinor USA Onshore Properties Inc. Attn: Casey Quast	11.0035	18-028013.0000
6	John E. Miller and Shirley A. Miller, husband and wife, for their joint lives, remainder to the survivor of them	14.7036	18-028006.0000
7	James E. Crumm and Linda Crumm, husband and wife, for their joint lives, the remainder to the survivor of them	34.0047	18-028001.0000
8	James E. Crumm and Linda Crumm, husband and wife, for their joint lives, the remainder to the survivor of them	3.5060	18-028018.0000
9	Jerry R. Clegg and Jerilyn K. Clegg, Co-Trustees of the Clegg Family Trust, dated July 27, 2016 Attn: Jerry R. Clegg and Jerilyn K. Clegg, Co-Trus- tees	3.7455	18-029018.0000
10	Terry Craig and Donna Craig, husband and wife, for their joint lives, the remainder to the survivor of them	12.0218	18-029002.0000
11	Donna Craig	0.1906	18-029014.0000
11	Jerry R. Clegg	0.1906	18-029014.0000
11	The Larry W. McGary and Marian L. McGary Living Trust, Dated July 9, 1997 Attn: Larry W. McGary and Marian L. McGary	0.1906	18-029014.0000
12	Equinor USA Onshore Properties Inc. Attn: Casey Quast	0.3114	15-007011.0000
13	James E. Crumm and Linda Crumm, husband and wife, for their joint lives, the remainder to the survivor of them	2.0968	15-007001.0000
14	Terry Craig and Donna Craig, husband and wife, for their joint lives, the remainder to the survivor of them	12.1341	15-006001.0000
15	Donna Craig	6.3507	15-006016.0000

15	Jerry R. Clegg	6.3507	15-006016.0000
15	The Larry W. McGary and Marian L. McGary Living Trust, Dated July 9, 1997 Attn: Larry W. McGary and Marian L. McGary	6.3507	15-006016.0000
16	Jerry McClellan	0.6153	15-006010.0000
16	Gary McClellan	0.6153	15-006010.0000
16	Mark E. Lucas	0.0820	15-006010.0000
16	Loris A. Lucas	0.0820	15-006010.0000
16	The Larry W. McGary and Marian L. McGary Living Trust, Dated July 9, 1997 Attn: Larry W. McGary and Marian L. McGary	0.1094	15-006010.0000
16	Jerry R. Clegg	0.1094	15-006010.0000
16	Donna L. Craig	0.1094	15-006010.0000
17	Vine Royalty L.P. Attn: Wes Persia	15.7132	15-006007.0000
18	Vine Royalty L.P. Attn: Wes Persia	15.5326	15-006014.0000
19	Jerry McClellan	13.2306	15-006003.0000
19	Gary McClellan	13.2306	15-006003.0000
20	Vine Royalty L.P. Attn: Wes Persia	4.6410	15-006020.0000
21	Equinor USA Onshore Properties Inc. Attn: Casey Quast	1.9708	15-006015.0000
22	Equinor USA Onshore Properties Inc. Attn: Casey Quast	0.5427	15-006008.0000
23	Jerry McClellan	15.1938	15-006003.1000
23	Gary McClellan	15.1938	15-006003.1000
24	Mark E. Lucas and Lori A. Lucas, husband and wife, for their joint lives, remainder to the survivor of them	5.4390	15-006018.0000
24	The Larry W. McGary and Marian L. McGary Living Trust, Dated July 9, 1997 Attn: Larry W. McGary and Marian L. McGary	3.6260	15-006018.0000
24	Jerry R. Clegg	3.6260	15-006018.0000
24	Donna L. Craig	3.6260	15-006018.0000
25	Linda Fuchs	0.5459	15-006009.0000
25	Casey Rose	0.5459	15-006009.0000
26	Heirs and/or Assigns of Lillian Marty	0.7355	15-006017.0000

26	Lois M. Marty	0.1839	15-006017.0000
26	Devon Jacobs	0.1839	15-006017.0000
26	Eileen Mignerey	0.1839	15-006017.0000
26	Marvin W. Marty	0.1839	15-006017.0000
27	David G. Dennis and Jill A. Dennis, husband and wife, for their joint lives, the remainder to the survivor of them	0.4763	15-006004.0000
28	Lisa Goddard	3.9105	15-006002.0000
28	Equinor USA Onshore Properties Inc. Attn: Casey Quast	23.2673	15-006002.0000
28	Northwood Energy Corporation Attn: Susan Levey	4.1060	15-006002.0000
29	Lisa Goddard	2.0664	15-004007.0000
29	Equinor USA Onshore Properties Inc. Attn: Casey Quast	12.2952	15-004007.0000
29	Northwood Energy Corporation Attn: Susan Levey	2.1697	15-004007.0000
30	Lindsey R. Goddard Mullett and Justin Mullett, wife and husband, for their joint lives, remainder to the survivor of them	0.1847	15-004019.0000
30	Equinor USA Onshore Properties Inc. Attn: Casey Quast	1.0992	15-004019.0000
30	Northwood Energy Corporation Attn: Susan Levey	0.1940	15-004019.0000
31	Lisa Goddard	0.3269	15-013022.0000
32	Gordon Dennis	0.7248	15-013015.0000
33	Gordon Dennis	0.3389	15-013015.1000
33	Barbara Dennis	0.3389	15-013015.1000
34	Orvella L. Goddard, now known as Orvella L. Neff	3.3409	15-005015.0000
35	Beverly K. Goddard	3.3061	15-005029.0000
36	Susan L. Cade, now known as Susan L. Sedgmer	3.3809	15-005013.0000
37	John Gordon Cade	35.7889	15-005007.0000
38	Chad P. Heil	0.9055	15-005010.0000
38	Heirs and/or Assigns of Katheryn Gale Stapp-Baugh	0.4528	15-005010.0000
38	Jobe Mathew Stapp Attn: Tyler Inman, Guardian	0.4528	15-005010.0000
38	Warren A. Whittaker	1.8110	15-005010.0000
38	Nelson Kindall	0.6037	15-005010.0000

38	Deborah A. Neuhart	0.6037	15-005010.0000
38	Pandora J. Neuhart Revocable Living Trust Dated 9/27/2016 Attn: James Jay Kindall, as Successor Trustee	0.6037	15-005010.0000
	Pandora J. Neuhart Revocable Living Trust Dated 9/27/2016 Attn: Pandora J. Neuhart, Settler and Trustee		
38	Schindler Ohio Properties, LLC Attn: Pauline J. Schindler	52.5199	15-005010.0000
39	Chad P. Heil	0.6951	15-005012.0000
39	Heirs and/or Assigns of Katheryn Gale Stapp-Baugh	0.3475	15-005012.0000
39	Jobe Mathew Stapp Attn: Tyler Inman, Guardian	0.3475	15-005012.0000
39	Warren Whittaker	1.3902	15-005012.0000
39	Nelson Kindall	0.4634	15-005012.0000
39	Deborah Neuhart	0.4634	15-005012.0000
39	Pandora Neuhart	0.4634	15-005012.0000
40	Chad P. Heil	0.2422	15-005026.1000
40	Heirs and/or Assigns of Katheryn Gale Stapp-Baugh	0.1211	15-005026.1000
40	Jobe Mathew Stapp Attn: Tyler Inman, Guardian	0.1211	15-005026.1000
40	Warren Whittaker	0.4843	15-005026.1000
40	Nelson Kindall	0.1614	15-005026.1000
40	Deborah Neuhart	0.1614	15-005026.1000
40	Pandora Neuhart	0.1614	15-005026.1000
41	SWN Production (Ohio), LLC Attn: Gary Nuckolls	2.2301	15-005016.0000
42	B. Michael Coleman, Trustee of the Harold N. Harrison Revocable Trust dated September 9, 1992	3.7103	15-005041.0000
43	Neva L. Hollis	7.3935	15-005019.1000
44	Deane E. Schultheis and Lee Ann Schultheis, husband and wife	7.8144	15-005039.0000
45	Michael D. Schultheis and Darlene L. Schultheis (husband and wife), for their joint lives, remainder to the survivor of them	5.7169	15-005024.0000

46	Robert L. Heslop, also known as Robert Lee Heslop	8.1547	15-005025.0000
47	Robert L. Heslop, also known as Robert Lee Heslop	0.9658	15-005022.0000
48	Robert L. Heslop, also known as Robert Lee Heslop	5.7140	15-005021.0000
49	Darlene Schultheis	0.4643	15-005031.0000
49	Deanna Lawrence	0.4643	15-005031.0000
49	Denise Young	0.4643	15-005031.0000
49	Bernard M. Coleman aka Bernard Michael Coleman	0.4643	15-005031.0000
50-A	Bounty Minerals, LLC Attn: Tracie R. Palmer	0.1341	15-00000.00000
50-B	Deane E. Schultheis and Lee Ann Schultheis, husband and wife	0.4449	15-00000.00000
50-C	Neva L. Hollis	0.1263	15-00000.00000
51-A	Bounty Minerals, LLC Attn: Tracie R. Palmer	0.5430	15-00000.00000
51-B	Robert L. Heslop, also known as Robert Lee Heslop	0.3083	15-00000.00000
52	Bounty Minerals, LLC Attn: Tracie R. Palmer	1.5037	15-005018.1000
53-A	Bounty Minerals, LLC Attn: Tracie R. Palmer	1.8693	15-005018.0000
	TOTAL ACRES IN UNIT	464.6195	

Additional Leases with Adverse Owners:

<u>Tract Number</u>	<u>Potential Adverse Clamant</u>	<u>Potential Net Mineral Acres</u>	<u>Parcel ID Number</u>
1	Richcrest Farms, LLC (NPRI) Attn: P. Randall Feisley	19.4760	18-028002.0000
3	Crothers Minerals, LLC Attn: Richard S. Crothers, President	3.9456	18-028012.0000
3	Dee A. Vargo	0.6576	18-028012.0000
8	James Ernest Crumm, Jr.	3.5060	18-028018.0000
16	The Larry W. McGary and Marian L. McGary Living Trust, Dated July 9, 1997 Attn: Larry W. McGary and Marian L. McGary	0.7384	15-006010.0000
	Jerry R. Clegg		
	Donna L. Craig		
	Mark Lucas		
	Lori Lucas		
	Jerry McClellan		
	Gary McClellan		
	Mary Ann Ragsdale		
	John H. Shook		
	Lisa Ann Palczewski		
	Mary M. Gregor		
	Judy Kidd		
	JoAnne Cline		
	Theresa Huck		
	David Stenger		
	Joseph W. Stenger, Jr.		
	Tracy R. Davis		
	Melissa Schultz		
	Bobbi Sue Stenger		
	Casey Y. Day		
	Douglas R. Stenger		
	Robert Scott Stenger		
	Janet Lee Deal		
	Mark Lude		
	Linda Tennant		
	Raymond W. Lude, Jr.		
	Jean Sommer Reitter		
	George Carl Lude		
	Phyllis Jane McVey		
	William Eugene Lude		
	Robert Lude		
	Graydon Timothy Lude		
	James Lude		
	Bradley J. Lude		
	Lanny D. Lude		
	Trustee of the John C. Lude Revocable Living Trust Attn: Gerline Lude, Trustee		
	Gerline Lude		
	Cheryl Lynn Bradley		
	Tamara Lee Sauter		
	John Rehl		
	Patricia Delong, Successor Trustee of the Dale L. Lude Jr. Trust U/A 12/23/2013		
	Dola R. Lude		

	Lola C. Morgan		
	Nathan Colson		
24	Larissa A. Longwell (TOD)	1.8130	15-006018.0000
24	Landyn A. Lucas (TOD)	1.8130	15-006018.0000
24	Lakyn A. Merrifield (TOD)	1.8130	15-006018.0000
26	Heirs and/or Assigns of Lillian Marty	0.7355	15-006017.0000
26	Lois M. Marty		
26	Heirs and/or Assigns of Marvin G. Jacobs		
26	Devon Jacobs		
26	Eileen Mignerey		
26	Marvin W. Marty		
38	Heirs and/or Assigns of Greg McKelvey	0.6037	15-005010.0000
38	Kimberly L. Jones	0.4528	15-005010.0000
	Lindsay Adaline Baugh		
	Camden Michael Baugh		
39	Kimberly L. Jones	0.3475	15-005012.0000
	Lindsay Adaline Baugh		
	Camden Michael Baugh		
40	Kimberly L. Jones	0.1211	15-005026.1000
	Lindsay Adaline Baugh		
	Camden Michael Baugh		
43	Cheryl Jeanne Holton (TOD)	2.4645	15-005019.1000
43	Jill Renae Arrasmith (TOD)		
43	Kimberly Sue Holton (TOD)		
43	Dale Richard Hollis (TOD)	2.4645	15-005019.1000
43	Bryan Tyler Hollis (TOD)		
43	Andrew Steven Hollis (TOD)		
43	Patricia Andrews (TOD)	2.4645	15-005019.1000
43	Amanda Mae Andrews (TOD)		
43	Diane Elaine Barnes (TOD)		
43	Angela Christine Andrews (TOD)		
50-C	Cheryl Jeanne Holton (TOD)	0.0421	15-00000.00000
50-C	Jill Renae Arrasmith (TOD)		
50-C	Kimberly Sue Holton (TOD)		
50-C	Dale Richard Hollis (TOD)	0.0421	15-00000.00000
50-C	Bryan Tyler Hollis (TOD)		
50-C	Andrew Steven Hollis (TOD)		
50-C	Patricia Andrews (TOD)	0.0421	15-00000.00000
50-C	Amanda Mae Andrews (TOD)		
50-C	Diane Elaine Barnes (TOD)		
50-C	Angela Christine Andrews (TOD)		
53-B	Bounty Minerals, LLC Attn: Tracie R. Palmer	0.6274	15-005018.0000
	TOTAL ACRES IN UNIT	44.1704	

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 :
Equinor USA Onshore Properties Inc. for :
Unit Operation :
:
Schindler S #4 Unit :

WORKING INTEREST OWNER APPROVAL


Equinor USA Onshore Properties Inc. ("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 Schindler S #4 Unit, located in Monroe County, Ohio, and consisting of fifty-three (53) separate tracts of land covering approximately 504.4916 acres, according to the Unit Plan attached thereto (the "Application").

SWN Production (Ohio), LLC ("SWN") is an owner (as that term is defined in Ohio Revised Code § 1509.01(K)) in one (1) tract of land covering approximately 0.6274 acres contained in the Schindler S #4 Unit, or 0.1244% of the lands in the unit, all as more specifically described on attached Exhibit 1.

Pursuant to Ohio Revised Code § 1509.28(A), SWN hereby approves, and supports the making of, the Application (including without limitation the Unit Plan attached thereto), and further commits its acreage to the Schindler S #4 Unit. However, such approval of the Application and commitment of its acreage shall not be deemed a formal election by SWN to participate in any operations in the Schindler S #4 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, SWN does not waive any rights to its interest in the property, and SWN 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.

SWN Production (Ohio), LLC

By: 

Paul M. Bacho GM

Title: Land Manager

Date: 11/30/22

Exhibit 1

TRACT NUM- BER	MINERAL OWNER(S)	SURFACE ACRES IN UNIT	PARCEL ID NUMBER
53-B	SWN Production (Ohio), LLC	0.6274	15-005018.0000
	TOTAL:	0.6274	

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

In re the Matter of the Application of	:
Equinor USA Onshore Properties Inc. for	:
Unit Operation	:
	:
<u>Schindler S #4 Unit</u>	:

**PREPARED TESTIMONY OF DAMIAN LYNCH
ON BEHALF OF EQUINOR USA ONSHORE PROPERTIES INC.**

Gregory D. Russell (0059718)
James A. Carr II (0084114)
Mark A. Hylton (0088384)
VORYS, SATER, SEYMOUR AND PEASE LLP
52 East Gay Street
P. O. Box 1008
Columbus, Ohio 43216-1008

Attorneys for Applicant,
Equinor USA Onshore Properties Inc.

PREPARED DIRECT TESTIMONY OF DAMIAN LYNCH

INTRODUCTION

Q1. Please introduce yourself to the Division.

A1. My name is Damian Lynch. I am an Operated Asset Geoscientist with Equinor USA Onshore Properties Inc. ("Equinor"). My business address is 2107 CityWest Boulevard, Ste 100, Houston, TX 77042.

Q2. Can you please describe your educational background?

A2. I obtained a Bachelor of Science degree in Geophysics from Binghamton University in 1995 and a Master of Science degree in Geophysics from the University of Utah in 1999.

Q3. Would you briefly describe your professional experience?

A3. I have 25 years of experience as a geoscientist, with 6 of those years spent working in the Appalachian Basin. I began my career with Chevron in 1997, working in the Shelf Gulf of Mexico as a development geophysicist. In 2002, I moved to the Deepwater Nigeria exploration group. From 2004-2007, I worked for EOG Resources to work as a prospect generator in the South Texas onshore region. I joined Statoil (now Equinor) in 2007, working as an exploration geoscientist in the Deepwater Gulf of Mexico. From 2008-2011, I became a junior partner in a private oil and gas firm, Manti Resources. In this role, I was responsible for generating prospects and screening deals for working interest participation of the company. In 2011, I returned to StatoilHydro (now Equinor), where I joined the Appalachia team. During this time, I worked the Marcellus and Utica shale plays in Pennsylvania, West Virginia, and Ohio. I was the Geoscience team lead when we acquired the operated position in Monroe County, Ohio. From 2016-2021, I worked in the Deepwater Gulf of Mexico exploration team, a Turkey exploration project, and as a Global Calibration and Quality Advisor. In 2021, I returned to the Appalachia asset to work in my current role. I have worked for Equinor for a grand total of 14 years.

Q4. Are you a member of any professional associations?

A4. I am a member of the American Association of Petroleum Geologists (AAPG) and the Society of Economic Geologists (SEG).

1 **Q5. What do you do as an Operated Asset Geoscientist for Equinor?**

2 A5. As an Operated Asset Geoscientist at Equinor, I am responsible for the field devel-
3 opment which includes well planning. The responsibilities of this role include
4 planning the well lateral length and spacing. I also support drilling and well de-
5 partments in the prognosis of formation tops and target lines for geosteering. In
6 addition, I support reservoir engineering to provide static (geologic) model inputs
7 for well performance analysis.

8 **Q6. What goes into the Utica/Point Pleasant Formation development process?**

9 A6. Equinor has selected the productive zone based on petrophysical analysis. Wells
10 are planned and drilled targeting this zone. The petrophysical model is calibrated to
11 core data which allows Equinor to utilize electrical wireline logs to identify and
12 target the highest resource density part of the Point Pleasant, which is the target
13 zone.

14 **Q7. What is the purpose of your testimony today?**

15 A7. I am testifying in support of the *Application of Equinor USA Onshore Properties*
16 *Inc. for Unit Operation* (the “Application”), with respect to the Schindler S #4
17 Unit, consisting of fifty-three (53) separate tracts of land totaling approximately
18 504.4916 acres in Monroe County, Ohio. My testimony will show that the
19 Unitized Formation described in the Application is part of a pool and thus an
20 appropriate subject of unitization. Additionally, my testimony will support the Unit
21 Plan’s allocation of unit production and expenses to separately owned tracts on a
22 surface-acreage basis, based on the unit area’s nearly uniform thickness and
23 substantially identical geological characteristics throughout.

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

25 **Q8. To begin, would you tell me what a “pool” is?**

26 A8. A pool is a reservoir that contains a common hydrocarbon accumulation. Each
27 zone of a geological feature that is completely separated from any other zone in the
28 same structure or feature may contain a separate pool.¹

29 **Q9. How is the Unitized Formation defined for the Schindler S #4 Unit?**

30 A9. It is defined as the subsurface portion of the Schindler S #4 Unit at a stratigraphic

interval that is from the top of the Utica Shale formation to the top of the Trenton Limestone formation, as more particularly described in Attachment 1.

Q10. Do you have an opinion on whether or not the Unitized Formation contemplated by the Schindler S #4 Unit constitutes a pool or part of a pool?

A10. Yes. It is my opinion, based on my education and professional experience, that the Unitized Formation is part of a pool.

Q11. Why?

A11. Equinor believes the Point Pleasant interval and the encompassing Utica Shale formation are both part of the same pool in the proposed Schindler S #4 Unit. Based on our analysis of the geological data, which includes wireline logs, core testing, image logs, and microseismic data, we think most of the production is from the Point Pleasant interval. However, a small portion of the oil and gas accumulation 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 is expected to contribute moveable hydrocarbons to the well production.

Q12. What data sources did Equinor use in determining the geologic features of the Schindler S #4 Unit?

A12. We used electrical wireline logs from surrounding wells, calibrated to core data. The Wefler N U1S Pilot (34-111-24462), located about ½ mile to the north of the Schindler S #4 Unit, and the Eisenbarth U4H Pilot (34-111-24440), located about 1 ½ miles to the southwest of the Schindler S #4 Unit, provide the nearest well control for the proposed unit. Structural information is derived from surrounding well control.

Q13. Did you prepare any exhibits to support your opinion?

A13. Attachment 2, Exhibit 2, is a location map of the Schindler S #4 Unit, which is outlined in black and color-filled green. Attachment 2, Exhibit 1, is a North to South stratigraphic cross-section of 2 key vertical wells on either side of the proposed Schindler S #4 Unit, being the Welfer N U1S and the Eisenbarth U4H. See Attachment 2, Exhibit 2, for location of the cross-section wells. The log data curves

¹ Division of Mineral Resources Management – Oil and Gas, Ohio Administrative Code Chapter 1501:9-1,

1 displayed in both wells are the gamma ray in the left track, the deep resistivity in
2 the middle track, and the porosity in the right track. As seen on this exhibit, the log
3 data demonstrates that the Utica/Point Pleasant formation stratigraphy is very con-
4 sistent and does not significantly change on either one side of the proposed
5 Schindler S #4 Unit. Geologic properties in general are laterally consistent
6 throughout the proposed Unit.

7 **Q14. How does this data support your opinion that the Schindler S #4 Unit should**
8 **be considered a part of a pool?**

9 A14. The log data demonstrate that formation thickness remains relatively constant
10 across the proposed Schindler S #4 Unit. Porosity and resistivity will be relatively
11 uniform, and the thermal maturity of the rock is the same across the unit. Based on
12 the foregoing, in my professional opinion, the area within the proposed Schindler S
13 #4 Unit boundary is all one geologic unit, or part of the same pool.

14 **Q15. And is this a commonly accepted method of analysis in your profession for**
15 **determining whether a pool or part of a pool exists?**

16 A15. Yes.

17 **ALLOCATION METHODOLOGY**

18 **Q16. Production and expenses are allocated to the separate tracts in the Schindler S**
19 **#4 Unit under the Unit Plan on a surface-acreage basis. Do you have an**
20 **opinion on whether that allocation method is appropriate, given your**
21 **education and professional experience?**

22 A16. Yes. In my opinion, allocation on a surface-acreage basis is appropriate.

23 **Q17. Why?**

24 A17. The relative thickness and reservoir qualities of the Utica/Point Pleasant formation
25 are expected to be consistent across the Schindler S #4 Unit. There are no substan-
26 tial variations expected across the proposed unit and therefore there is no geologic
27 reason to allocate production using a method other than surface acreage.

28 **Q18. In your experience, is this a common method for allocating production and**
29 **expenses?**

30 A18. Yes.

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

2 A19. Yes.

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

In re the Matter of the Application of	:
Equinor USA Onshore Properties Inc.	:
for Unit Operation	:
	:
<u>Schindler S #4 Unit</u>	:

**PREPARED TESTIMONY OF JOY OKPALA
ON BEHALF OF EQUINOR USA ONSHORE PROPERTIES INC.**

Gregory D. Russell (0059718)
James A. Carr II (0084114)
Mark A. Hylton (0088384)
VORYS, SATER, SEYMOUR AND PEASE LLP
52 East Gay Street
P. O. Box 1008
Columbus, Ohio 43216-1008

Attorneys for Applicant,
Equinor USA Onshore Properties Inc.

PREPARED DIRECT TESTIMONY OF JOY OKPALA

INTRODUCTION.

Q1. Please introduce yourself to the Division.

A1. My name is Joy Okpala. I am a Reservoir Engineer with Equinor USA Onshore Properties Inc. ("Equinor"). My business address is 2107 CityWest Boulevard, Ste 100, Houston, TX 77042.

Q2. Can you please describe your educational background?

A2. I obtained a Bachelor of Science degree in Chemical Engineering from MIT and a Master of Science degree in Petroleum Engineering from the University of Louisiana Lafayette.

Q3. Would you briefly describe your professional experience?

A3. I worked for approximately 5 years as a Reservoir Engineer for Continental Resources, 3 years as a Reservoir Engineer for Exxonmobil, and have worked for the past 4 months as a Reservoir Engineer for Equinor.

Q4. Are you a member of any professional associations?

A4. I am a Licensed Engineer in the State of Oklahoma and a member of the Society of Petroleum Engineers.

Q5. What do you do as a Reservoir Engineer for Equinor?

A5. As the Reservoir Engineer at Equinor, I am responsible for field development planning which includes production type-curve analysis and economic evaluations.

Q6. What is the purpose of your testimony today?

A6. I am testifying in support of the *Application of Equinor USA Onshore Properties Inc. for Unit Operation* (the "Application"), with respect to the Schindler S #4 Unit, consisting of fifty-three (53) separate tracts of land totaling approximately 504.4916 acres in Monroe County, Ohio. My testimony addresses the following: (i) that unit operations for the Schindler S #4 Unit are reasonably necessary to increase substantially the ultimate recovery of oil and gas, and (ii) that the value of the estimated additional recovery due to unit operations exceeds its estimated additional costs.

UNIT OPERATIONS ARE REASONABLY NECESSARY TO INCREASE SUBSTANTIALY THE ULTIMATE RECOVERY OF OIL AND GAS.

1 **Q7. Have you made an estimate of the production you anticipate from the proposed**
2 **Schindler S #4 Unit assuming an order authorizing unit operations is granted?**

3 A7. Yes, it is estimated that if the Schindler S #4 Unit was developed by drilling one (1)
4 well projected to be approximately 18,134 feet in completed lateral length, then
5 504.4916 acres would be effectively developed and 20.850 BCFe of natural gas
6 would be recovered. The calculations are summarized in Attachment 2, Exhibit 5.

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

8 A8. I utilized existing type well forecasts that are maintained based on analogous offset
9 well data and geology. Furthermore, these type well estimates are scaled accordingly
10 for the legally allowed perforated interval. The reserves applied to the one (1) well
11 in the Schindler S #4 Unit have been estimated based on these type curves. This
12 process is recognized throughout all North American unconventional shale plays and
13 industry accepted assumptions and practices were adhered to.

14 **Q9. Have you made an estimate of the production you anticipate from the proposed**
15 **Schindler S #4 Unit assuming an order authorizing unit operations is *not***
16 **granted?**

17 A9. Yes, the results of my calculations are summarized in Attachment 2, Exhibit 5. If an
18 order authorizing unit operations is not granted, Equinor would not be able to drill
19 and complete any lateral feet for the unitized unit. This would also eliminate any
20 recovery of natural gas. The stimulated lateral length reduction is a result of the
21 inability to complete segments within our unit boundary subject to unleased and un-
22 committed tracts and “stand-off” requirements.

23 **Q10. In your professional opinion, would it be economic to develop the Schindler S**
24 **#4 Unit using traditional vertical drilling?**

25 A10. No, vertical well drilling is more applicable in a thicker, more permeable productive
26 interval. Horizontal drilling in conjunction with multi-stage hydraulic fracturing is
27 necessary in tight shale formations such as the Utica/Point Pleasant. This technique
28 has the effect of increasing the surface area exposed to the formation and in turn
29 provides more conduits by which the hydrocarbons can be drained. Without hori-
30 zontal drilling and stimulation, the permeability is too low to produce sufficient

quantities of hydrocarbons to economically justify the cost of development.

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

A11. The results of my calculations are summarized in Attachment 2, Exhibit 5. Taking the difference between the unitized and non-unitized development plans, we would lose all producible lateral length. This results in a loss in recoverable reserves of roughly 20.850 BCFe of natural gas.

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

A12. Yes, I believe the proposed unit operations are reasonably necessary to increase substantially and best effectively extract the oil and gas reserves for this immediate area. Not doing so would result in a loss of value to all parties involved and make developing the “left behind” reserves economically un-justifiable.

VALUE OF ESTIMATED ADDITIONAL RECOVERY EXCEEDS ITS ESTIMATED ADDITIONAL COSTS

Q13. Let’s turn to the financial side of the project. Generally, in your professional experience, how would the economics of a development project such as the development of the Schindler S #4 Unit be evaluated?

A13. During the reserve estimation process, a production profile that is proportional to the stimulated lateral length was generated to estimate produced volumes over time for the well. This, along with a specific pricing scenario, is essential in generating revenues attributable to a well or a project.

Q14. Did you do that here?

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

Q15. Would you walk us through your economic evaluation, beginning with your estimate of the anticipated revenue stream from the Schindler S #4 Unit’s development?

A15. I took the estimated ultimate recovery on a gas equivalent basis and multiplied it by the Henry Hub Strip Gas price as of the close of 11/01/2022.

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

2 A16. Capital and operating expenses were incorporated in my analysis. The total esti-
3 mated capital is based on the capital costs for both the drilling and completion pro-
4 cess. The basis for this estimate comes from recent costs we have experienced and
5 incurred in our Utica drilling program. Our operations group calculates a cost for
6 various lateral lengths that are then scaled based on the respective lateral length of
7 the well in the Schindler S #4 Unit. The operating expenses are based on operating
8 experience we have from similar operating areas in Ohio. I look at total operating
9 costs allocated to the well. The costs are then categorized as a fixed or variable cost.
10 Operating costs incorporated in this analysis are both fixed and variable cost esti-
11 mates.

12 **Q17. Did you consider whether the Schindler S #4 Unit could be developed using a**
13 **different, smaller unit or by locating the well pad somewhere else?**

14 A17. Yes, however, there was not a feasible solution for alternative development. Other
15 potential locations were ruled out due to ownership, topography, and setback from
16 dwelling requirements that made it difficult to locate an alternative pad site that
17 would be suitable to develop all of the minerals. Thus, developing the Schindler S
18 #4 Unit from the location demonstrated on Attachment 2, Exhibit 3, will maximize
19 efficiency, minimize surface disturbance, and is the sensible decision operationally,
20 environmentally and economically.

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

24 A18. Yes. The capital expense is \$19.453 million for the unitized project, compared to \$0
25 for the non-unitized project. The undiscounted value of future cash flows from the
26 unitized project is \$22.787 million, compared to \$0 for the non-unitized project. The
27 net present value of future cash flows (assuming a discount rate of 10%) from the
28 unitized project, which takes into consideration capital costs, operating costs, plug-
29 ging and abandonment costs, and reclamation costs, and any salvage value that the
30 well has, is \$9.962 million, compared to \$0 for the non-unitized project. Thus, the

1 value of the estimated additional recovery from the unitized project exceeds its esti-
2 mated additional costs.

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

4 A19. Yes.

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

In re the Matter of the Application of :
Equinor USA Onshore Properties Inc. for :
Unit Operation :
 :
Schindler S #4 Unit :

PREPARED TESTIMONY OF CHARLES (“CASEY”) QUAST
ON BEHALF OF EQUINOR USA ONSHORE PROPERTIES INC.

Gregory D. Russell (0059718)
James A. Carr II (0084114)
Mark A. Hylton (0088384)
VORYS, SATER, SEYMOUR AND PEASE LLP
52 East Gay Street
P. O. Box 1008
Columbus, Ohio 43216-1008

Attorneys for Applicant,
Equinor USA Onshore Properties Inc.

PREPARED DIRECT TESTIMONY OF CHARLES (“CASEY”) QUAST

INTRODUCTION.

Q1. Please introduce yourself to the Division.

A1. My name is Charles (“Casey”) Quast. I am a Principal Landman with Equinor USA Onshore Properties Inc. (“Equinor”). My business address is 2107 CityWest Boulevard, Ste 100, Houston, TX 77042.

Q2. Can you please describe your educational background?

A2. I graduated from Trinity University in 2002 with a Bachelor of Science degree in Engineering Science and also received a Master of Science degree in Electrical Engineering from Virginia Tech in 2004.

Q3. Would you briefly describe your professional experience?

A3. I have been with Equinor for 11 ½ years as a landman where I spent the majority of my career working our operated asset in the Eagleford shale play in South Texas. Since 2020, I have been the landman responsible for our Utica and Marcellus operated asset in Monroe County, Ohio. Prior to Equinor, I was a landman at Newfield Exploration Company for two years and Edge Petroleum for two years working conventional and unconventional operated assets in Texas and New Mexico.

Q4. Are you a member of any professional associations?

A4. I am a member of the American Association of Professional Landmen (AAPL).

Q5. What do you do as a Principal Landman for Equinor?

A5. As a Principal Landman at Equinor, I am responsible for overseeing the development of properties in Monroe County, Ohio. This includes activities such as negotiating contracts with landowners and other oil and gas companies, and clearing title to drill Marcellus and Utica wells.

Q6. What is the purpose of your testimony today?

A6. I am testifying in support of the *Application of Equinor USA Onshore Properties Inc. for Unit Operation* (the “Application”), with respect to the Schindler S #4 Unit, consisting of fifty-three (53) separate tracts of land totaling approximately 504.4916 acres in Monroe County, Ohio. In particular, I will describe the efforts made by Equinor to put the Schindler S #4 Unit together and the Unit Plan that Equinor is proposing.

EFFORTS MADE BY EQUINOR TO LEASE AND/OR COMMIT UNIT TRACTS.

Q7. What percentage of the total acreage of the Schindler S #4 Unit is represented by the oil and gas rights held by Equinor and the other committed working interest owner?

A7. Equinor and the other committed working interest owner control more than 92% of the working interest in the unit.

Q8. Why was Equinor not able to acquire the oil and gas rights to all of the acreage in the Schindler S #4 Unit?

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

Q9. Have you prepared an affidavit detailing Equinor's efforts to obtain a lease from the unleased mineral owners and the commitment of the uncommitted working interest owner in the Schindler S #4 Unit?

A9. Attachment 2, Exhibit 8 highlights Equinor's efforts to obtain leases on the remaining unleased tract of land and obtain the commitment of the uncommitted working interest owner.

Q10. If an unleased mineral owner was to ask to lease with Equinor, would Equinor be likely to agree?

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

Q11. Could you describe the location of the committed, unleased, and uncommitted tracts within the Schindler S #4 Unit?

A11. Yes. Attachment 2, Exhibit 3 is a colored plat showing each of the tracts in the Schindler S #4 Unit, along with the wellbore in same. The tracts highlighted in yellow indicate that Equinor has acquired the necessary rights to fully develop the oil and gas thereunder. The tract highlighted in red indicates that the tract is either unleased or partially unleased. The tracts highlighted in green indicate that the tract

is either uncommitted or partially uncommitted.

Q12. Do you have an aerial plat of the Schindler S #4 Unit?

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

UNIT PLAN PROVISIONS.

Q13. Would you describe generally the development plan for the Schindler S #4 Unit?

A13. Equinor plans to develop the Schindler S #4 Unit from a pad that is located outside the northwest corner of the Schindler S #4 Unit. From that pad, Equinor plans to drill one (1) horizontal well into the Schindler S #4 Unit. This well is projected to be 18,134 feet in completed lateral length, as shown on Attachment 2, Exhibit 3.

Q14. Does Equinor have a specific timeline for drilling the well in the Schindler S #4 Unit?

A14. Equinor intends to spud the well in the first or second quarter of 2023. The pad has already been built.

Q15. Does Equinor have any other development activity in the immediate area?

A15. Yes, please see Attachment 2, Exhibit 6, which depicts Equinor's units in the area of the Schindler S #4 Unit.

Q16. Are you familiar with the Unit Plan proposed by Equinor for the Schindler S #4 Unit?

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

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

A17. Yes. The general intent of the Unit Plan is to effectively combine the oil and gas rights and interests in the Schindler S #4 Unit in a uniform manner so that they can be developed as though each of the tracts were covered by a single lease.

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

2 A18. No. The Unit Plan only unitizes the oil and gas rights in and related to the Unitized
3 Formation. The Unitized Formation is those depths located from the top of the
4 Utica Shale formation to the top of the Trenton Limestone formation.

5 **Q19. How would production from the Schindler S #4 Unit be allocated?**

6 A19. On a surface-acreage basis. Under Article 4 of the Unit Plan, every tract is assigned
7 a tract participation percentage based on surface acreage, as shown on Exhibit A-2
8 to the Unit Operating Agreement. Article 5 of the Unit Plan allocates production
9 based on that tract participation.

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

11 A20. Based on the testimony of Damian Lynch attached to the Application as
12 Attachment 3, a surface-acreage basis is an appropriate method of allocation
13 because the formation thickness and reservoir quality of the Unitized Formation is
14 expected to be consistent across the Schindler S #4 Unit.

15 **Q21. Would you go through an example from Exhibit A-2 to the Unit Operating
16 Agreement to illustrate how a surface-acreage basis would be applied to the
17 Schindler S #4 Unit?**

18 A21. Yes. If you look at the column on Exhibit A-2 to the Unit Operating Agreement
19 entitled "Surface Acres in Unit (Net)," it shows each mineral owner's net surface
20 acres in each tract included within the Schindler S #4 Unit. The adjacent column
21 on Exhibit A-2 shows the related tract participation, which is calculated by dividing
22 those net surface acres by the total number of surface acres in the unit. So, for
23 example, if you look at Tract Number 6 on Exhibit A-2, it shows that this particular
24 tract is owned solely by John E. Miller and Shirley A. Miller, husband and wife, for
25 their joint lives, remainder to the survivor of them. Their net surface acreage in
26 Tract Number 6 is 14.7036 acres. This equates to a tract participation of
27 approximately 2.914528% ($14.7036 \div 504.4916 = 2.914528\%$).

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

29 A22. It would mean this particular tract owned of record by John E. Miller and Shirley
30 A. Miller, husband and wife, for their joint lives, the remainder to the survivor of
31 them, would have allocated to it 2.914528% of all production from the Schindler S

1 #4 Unit, which would then be distributed based on the terms of the lease or other
2 relevant document affecting ownership to production proceeds from the tract.

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

5 A23. Yes.

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

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

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

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

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

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

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

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

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

20 A28. Yes. We typically use a modified version of the 2015. The Form 610, together
21 with its exhibits, is a commonly used form in the industry and is frequently
22 modified to fit the needs of the parties and circumstances.

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

25 A29. Yes.

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

28 A30. Yes. Article III of the Unit Operating Agreement provides that all costs and
29 liabilities incurred in operations shall be borne and paid proportionately by the
30 working interest owners, according to their Unit Participation percentages. Those
31 percentages can be found in Exhibit A-2 to the Unit Operating Agreement.

Moreover, the Unit Operating Agreement has attached to it an accounting procedure identified as Exhibit C that offers greater details regarding how unit expenses are determined and paid.

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

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

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

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

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

A33. No.

Q34. How are decisions made regarding unit operations?

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

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

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

1 **Q36. Does this oil and gas lease contain standard provisions that Equinor uses in**
2 **connection with its operations in Ohio?**

3 A36. Yes.

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

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

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

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

13 **Q39. Last, would you next describe Exhibit H of the Unit Operating Agreement?**

14 A39. Yes. Exhibit H is a Model Form Recording Supplement to Operating Agreement
15 and Financing Statement, which is a document that is primarily used to give third
16 persons constructive notice of the terms of the Unit Operating Agreement.

17 **Q40. In your professional opinion, given your education and experience, are the**
18 **terms of the Unit Plan, including the terms of the exhibits just discussed, just**
19 **and reasonable?**

20 A40. Yes.

21 **Q41. Does this conclude your testimony?**

22 A41. Yes.