

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

In re the Matter of the Application of :  
EAP Ohio, LLC for Unit Operation :  
Kovach North Unit : Application Date: July 7, 2022

## **APPLICATION OF EAP OHIO, LLC FOR UNIT OPERATION**

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Exhibit 1	Unit Agreement
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Exhibit 7	Adjacent Wells and Units
Exhibit 8	Engineering Data Source Map
Exhibit 9	Affidavit of Joint Operating Agreement
Exhibit 10	Due Diligence Affidavit

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EAP Ohio, LLC for Unit Operation :  
: :  
Kovach North Unit : :  
:

**APPLICATION**

Pursuant to Ohio Revised Code § 1509.28, EAP Ohio, LLC (“EAP”) hereby respectfully requests the Chief of the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management (“Division”), to issue an order authorizing EAP to operate the Unitized Formation and applicable land area in Carroll County, Ohio (hereinafter, the “Kovach North Unit”) as a unit according to the Unit Plan attached hereto and as more fully described herein. EAP makes this request 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**

EAP is a limited liability company organized under the laws of the State of Delaware. EAP has its principal office in Houston, Texas, and local offices at 1015 Waynesburg Road NE, Carrollton, Ohio 44615. EAP is registered in good standing as an “owner” with the Division.

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

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## II. PROJECT DESCRIPTION

The Kovach North Unit is located in Harrison and Center Townships, Carroll County, Ohio, and consists of ninety-eight (98) 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 Kovach North Unit is 1,010.768380<sup>1</sup> acres and, at the time of this Application, EAP has the right to drill on and produce from 695.580161<sup>2</sup> acres of the proposed unit – i.e., more than sixty-eight percent (68%) of the unit area, which is above the sixty-five percent (65%) threshold required by Ohio Revised Code § 1509.28.<sup>3</sup> The proposed Kovach North Unit is configured to accommodate four (4) horizontal wells. One of the wells, Kovach 3-15-6 1H (API Well No. 3401922196), was drilled and completed in 2014, pursuant to a joint operating agreement between EAP's predecessor in title, Chesapeake Exploration, L.L.C. ("CHK") and various working interest partners of CHK including CHK Utica, L.L.C., TOTAL E&P USA, INC, Enervest Operating, L.L.C., Jamestown Resources, L.L.C., and R.E. Gas Development, L.L.C. (INR Ohio, LLC is the successor in interest to R.E. Gas Development, L.L.C.) that applies to the 1H well (but not the newly proposed wells). As more specifically described herein, EAP seeks authority from the Division to drill and complete three (3) additional horizontal wells in the Unitized Formation from a pad site located near the southern portion of the unit in order to efficiently test, develop, and operate the Unitized Formation for oil, natural gas, and related liquids production. EAP seeks a unit order because there are non-consenting (including partially non-consenting) tracts and unleased (including partially unleased) tracts in the Kovach North Unit.

EAP's plan for unit operations (the "Unit Plan") is attached to this Application and consists of the Unit Agreement, attached as Exhibit 1; and the Unit Operating Agreement, attached as Exhibit 2. Among other things, the Unit Plan allocates unit production and expenses based upon each tract's surface acreage participation in the unit; includes a carry provision for those unit participants unable to meet their financial obligations, the amount of which is based upon the risks of, and costs related to, the project; and conforms to industry standards for the drilling and operating of horizontal wells generally used by EAP with other interest owners.

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<sup>1</sup> The total acreage in the Kovach North Unit was calculated using GIS data, along with corresponding deed and survey acreage.

<sup>2</sup> EAP, as operator of the proposed unit, is authorized to file this Application on behalf of CGAS Appalachia, LLC, Jamestown Resources, LLC and Riverbend Oil & Gas VI-B, LLC by virtue of a Joint Operating Agreement with CGAS Appalachia, LLC, Jamestown Resources, LLC and Riverbend Oil & Gas VI-B, LLC's predecessor, TOTAL E&P USA, Inc.

<sup>3</sup> See Prepared Direct Testimony of Tim Struble, attached as Exhibit 5.

### III. TESTIMONY

The following pre-filed testimony has been attached to this Application to support the Kovach North Unit's formation: (i) testimony from a Geologist establishing that the Unitized Formation is part of a pool and supporting the Unit Plan's recommended allocation of unit production and expenses on a surface acreage basis;<sup>4</sup> (ii) testimony from a Reservoir Engineer establishing that unitization is reasonably necessary to increase substantially the recovery of oil and gas, and that the value of the estimated additional resource recovery from unit operations exceeds its additional costs;<sup>5</sup> and (iii) testimony from an operational Landman with firsthand knowledge of EAP's Ohio development who describes the project generally, the Unit Plan, efforts to lease unleased owners, and efforts to obtain approvals for unit development.<sup>6,7</sup>

### IV. THE CHIEF SHOULD GRANT AN ORDER FOR THIS APPLICATION

#### A. Legal Standard

Ohio Revised Code § 1509.28 requires the Chief of the Division to issue an order providing for the unit operation of a pool – or a part thereof – when the applicant shows that 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 Ohio Revised Code § 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;

<sup>4</sup> See Prepared Direct Testimony of Randy Daniels, attached as Exhibit 3.

<sup>5</sup> See Prepared Direct Testimony of Daniel Berman, attached as Exhibit 4.

<sup>6</sup> See Prepared Direct Testimony of Tim Struble, attached as Exhibit 5.

<sup>7</sup> Each of the witnesses is an employee of Encino Energy, LLC, testifying on behalf of Applicant. Applicant is a subsidiary of Encino Energy, LLC.

(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 operation and for the protection or adjustment of correlative rights.

See Ohio Revised Code § 1509.28(A). The Chief's order becomes effective once approved in writing by those working-interest 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." Ohio Revised Code § 1509.28(B).

B. EAP's Application Meets the Legal 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 depth located from fifty feet above the top of the Utica shale to fifty feet below the base of the Point Pleasant interval. The evidence presented in this Application establishes that the Unitized Formation is part of a pool and, thus, an appropriate subject of unit operation under Ohio Revised Code § 1509.28.<sup>8</sup> Additionally, that evidence establishes that the Unitized Formation is likely to be reasonably uniformly distributed throughout the unit area – and, thus, that it is reasonable for the Unit Plan to allocate unit production and expenses to separately owned tracts on a surface acreage basis.<sup>9</sup>

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 proposed Kovach North Unit. The Unit Plan contemplates the drilling of three (3) additional

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<sup>8</sup> A "pool" is defined under Ohio law as "an underground reservoir containing a common accumulation of oil or gas, or both, but does not include a gas storage reservoir." Ohio Revised Code § 1509.01(E). See also Exhibit 3 at 2-4.

<sup>9</sup> Exhibit 3 at 4-5.

horizontal wells from a pad site located in the southern portion of the unit area, with projected lateral lengths of approximately 13,562', 13,528' and 13,459'.<sup>10</sup> EAP estimates that operations under the requested unit order will increase substantially the ultimate resource recovery from the proposed Kovach North Unit by approximately 10.7 BCFe of natural gas from the Unitized Formation.<sup>11</sup> Absent an order authorizing unit operations, that 10.7 BCFe would be stranded, resulting in a waste of natural resources.

iii. *The Value of Additional Recovery Exceeds Its Additional Costs*

The evidence presented in this Application establishes that the value of the estimated additional recovery (i.e., the approximate 10.7 BCFe of natural gas referred to above) has an estimated net present value (discounted at a 10% rate) of \$32.3 million and an estimated undiscounted value of \$44.6 million, meaning that the value of that additional resource recovery exceeds the estimated additional costs incident to conducting unit operations to obtain that additional recovery.<sup>12</sup> See Exhibit DB-2 to Exhibit 4, which shows for each proposed well the estimated value of the well's production and the estimated drilling and operating costs. In particular, that exhibit shows that the capital/drilling costs for three wells will be approximately \$32.5 million, and that the estimated annual operating cost of the three (3) proposed wells will be approximately \$7.584 million for the first five (5) years of production.

iv. *The Unit Plan Meets the Requirements of Ohio Revised Code § 1509.28*

The Unit Plan proposed by EAP meets the requirements set forth in Ohio Revised Code § 1509.28. The unit area is described in the Unit Agreement 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 Agreement at Article 3, with greater specificity throughout the Unit Agreement and Unit Operating Agreement.<sup>13</sup> Unit production and unit expenses are allocated on a surface acreage basis as set forth in the Unit Agreement at Articles 3 through 5 (generally), except where otherwise allocated by the Unit Operating Agreement.<sup>14</sup> Payment of unit expenses is addressed generally in Article 3 of the Unit Agreement.<sup>15</sup> No provision for credits and charges related to contributions made by owners in the unit area regarding wells, tanks, pumps and other

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<sup>10</sup> See, e.g., Exhibit 5 at 3.

<sup>11</sup> Exhibit 4 at 3-4. We emphasize that these are only estimates, and like the rest of the estimates set forth in this Application, they should be treated as simply estimates based upon the best information available at the time.

<sup>12</sup> *Id.*

<sup>13</sup> See also, e.g., Exhibit 5 at 3-12.

<sup>14</sup> *Id.* at 5-7.

<sup>15</sup> *Id.* at 7.

equipment for unit operations are addressed in the Unit Operating Agreement because none are contemplated.<sup>16</sup> The Unit Plan provides for various carries 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.<sup>17</sup> Voting provisions related to the supervision and conduct of unit operations are set forth in Article XVI of the Unit Operating Agreement, with each person having a vote that has a value corresponding to the percentage of unit expenses chargeable against that person’s interest.<sup>18</sup> Commencement and termination of operations are addressed in Articles 11 and 12 of the Unit Agreement.

#### V. APPROVALS

As of the filing of this Application, the Unit Plan has been agreed to or approved by more than sixty-eight percent (68%) of the Working Interest Owners. See Exhibit 6. This working interest owner approval exceeds the statutory minimum requirements set forth in Ohio Revised Code § 1509.28(B) for the Chief’s order, if issued, to become effective.

#### VI. HEARING

Ohio Revised Code § 1509.28 requires the Chief to hold a hearing to consider this Application, when requested by sixty-five percent (65%) of the owners of the land area underlying the proposed unit. Ohio Revised Code § 1509.28(A). That threshold level is met here. See Section II above. Accordingly, EAP respectfully requests that the Division schedule a hearing on this Application.

#### VII. CONCLUSION

Ohio Revised Code § 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 additional costs. EAP 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 Ohio Revised Code § 1509.28(B). EAP therefore asks the Chief to issue an order authorizing EAP to operate the Kovach North Unit according to the Unit Plan attached hereto.

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<sup>16</sup> *Id.* at 8.

<sup>17</sup> *Id.* at 8-10.

<sup>18</sup> *Id.* at 10.

Respectfully submitted,

**Jenae C. Allert**

Digitally signed by Jenae C. Allert

Date: 2022.07.07 18:23:04 -05'00'

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## UNIT AGREEMENT

### THE KOVACH NORTH UNIT HARRISON AND CENTER TOWNSHIPS CARROLL COUNTY, OHIO

**THIS UNIT AGREEMENT**, entered into as of this 7<sup>th</sup> day of July, 2022, by the parties subscribing, ratifying, approving, consenting to, or bound to the original of this instrument, a counterpart thereof, or other instrument agreeing to become a party hereto; and by those parties participating as a result of an order issued by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management ("Division"), pursuant to Ohio Revised Code Section 1509.28.

#### WITNESSETH:

**WHEREAS**, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of oil, natural gas, and other substances from the Kovach North Unit in Harrison and Center Townships, Carroll County, Ohio, and to avoid waste and protect the correlative rights of the owners of interests therein, it is deemed necessary and desirable to enter into and approve this Agreement to create and establish a unit comprising the Unit Area under the applicable laws of the State of Ohio to unitize the Oil and Gas Rights in and to the Unitized Formation in order to conduct Unit Operations as herein provided; and,

**WHEREAS**, this Agreement allocates responsibility for the supervision and conduct of Unit Operations, and responsibility for the payment of Unit Expenses, to Working Interest Owners based upon each owner's pro rata interest in the unit acreage;

**NOW THEREFORE**, in consideration of the premises and of the mutual agreements herein contained, it is agreed and approved as follows:

#### ARTICLE 1: DEFINITIONS

As used in this Agreement:

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

2. **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.

3. **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

Exhibit 1

thereof, or any other entity capable of holding an interest in the Unitized Substances or Unitized Formation.

4. **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.

5. **Royalty Owner** is a Person who owns a Royalty Interest.

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

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

8. **Unit 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 Agreement may be extended as herein provided.

9. **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.

10. **Unit Expense** means all cost, expense, investment and indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this Agreement and the Unit Operating Agreement for or on account of Unit Operations, but shall not include post-production costs attributable to Royalty Owner interests.

11. **Unitized Formation** means the subsurface portion of the Unit Area located from fifty feet above the top of the Utica Shale (at an approximate depth of 7,287 feet) to fifty feet below the base of the Point Pleasant interval (at an approximate depth of 7,575 feet).

12. **Unit Operating Agreement** means the modified A.A.P.L. Form 610-1989 Model Form Operating Agreement dated July 7, 2022, for the Kovach North Unit, which is attached hereto. Such 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. The Unit Operating Agreement is hereby confirmed and by reference made a part of this Agreement. In the event of a conflict between such agreements, the terms of the Unit Operating Agreement shall govern.

13. **Unit Operations** are all operations conducted pursuant to this Agreement and the Unit Operating Agreement.

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

15. **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.

16. **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

Exhibit 1

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 and whose owner, under an Order by the Chief, either chooses to be treated as a Working Interest Owner or who is awarded a working interest by such Order shall be regarded as a Working Interest to the extent of seven-eighths (7/8) thereof and a Royalty Interest to the extent of the remaining one-eighth (1/8) thereof. Upon reaching a Unitization Order's prescribed payout period on a specific well, the owner of a Working Interest free of a lease or other instrument and created by virtue of the Unitization Order shall receive monthly payments on net production revenue equal to seven-eighths (7/8) of the owner's Tract Participation, while continuing the one-eighth (1/8) Royalty Interest. A Royalty Interest created out of a Working Interest subsequent to the participation of, subscription to, ratification of, approval by, or consent to this Agreement by the owner of such Working Interest shall continue to be subject to such Working Interest burdens and obligations that are stated in this Agreement and the Unit Operating Agreement.

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

## 2. ARTICLE 2: CREATION AND EFFECT OF UNIT

1. **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, A-2, A-3, A-4, A-5, and A-6 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 Agreement.

2. **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.

3. **Operations.** If an order is issued granting Unit Operator the authority to conduct Unit Operations, the operations conducted pursuant to the order of the chief shall constitute a fulfillment of all the express or implied obligations of each lease or contract covering lands in the unit area to the extent of that compliance with such obligations cannot be had because of the order of the chief.

4. **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 Unit Agreement 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. It is agreed that each lease shall remain in full force and effect from the date

Exhibit 1

of execution hereof until the Effective Date, and thereafter in accordance with its terms and this Agreement.

5. **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.

6. **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 Agreement, 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 Agreement. Working Interest Owners reserve the right to elect, but shall not have the obligation, to use for injection and/or operational purposes any nonproducing or abandoned wells or dry holes, and any other wells completed in the Unitized Formation.

### 3. ARTICLE 3: UNIT OPERATIONS

1. **Unit Operator.** Unit Operator shall have the exclusive right to conduct Unit Operations, which shall conform to the provisions of this Agreement and the Unit Operating Agreement.

2. **Unit Expenses.** Except as otherwise provided in the Unit Operating Agreement, Unit Expenses shall be allocated to each Tract in the proportion that the Tract surface acreage within the Unit Area bears to the total surface acreage of the Unit Area, and shall be paid by the respective Working Interest Owners. Oil and Gas Rights that are free of a lease or other instrument creating a Working Interest and whose owner, under an Order by the Chief, either chooses to be treated as a Working Interest Owner or who is awarded a working interest by such Order shall be regarded as a Working Interest to the extent of seven-eighths (7/8) thereof and a Royalty Interest to the extent of the remaining one-eighth (1/8) thereof.

3.

### 4. ARTICLE 4: TRACT PARTICIPATIONS

1. **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 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.

### 5. ARTICLE 5: ALLOCATION OF UNITIZED SUBSTANCES

1. **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.

Exhibit 1

2. **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 Agreement 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.

## 6. ARTICLE 6: USE OR LOSS OF UNITIZED SUBSTANCES

1. **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.

2. **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.

## 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.

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

**Transfer of Title.** Any conveyance of all or any part of any interest owned by any Person hereto with respect to any Tract shall be made expressly subject to this Agreement. 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

Exhibit 1

date of receipt by Unit Operator of a certified copy of the recorded instrument evidencing such change in ownership.

## 7. ARTICLE 8: EASEMENTS, GRANTS, OR USE OF SURFACE

1. **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.

2. **Use of Water.** 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.

3. **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.

**Unitized 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 Kovach North 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 Kovach North Unit, owned by an interest owner identified in Exhibit A-3 to the Unit Operating Agreement.

## 8. ARTICLE 9: CHANGE OF TITLE

1. **Covenant Running with the Land.** This Agreement shall extend to, be binding upon, and inure to the benefit of, the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto, and shall constitute a covenant running with the lands, leases, and interests conveyed hereby.

2. **Waiver of Rights of Partition.** Each party to this Agreement understands and acknowledges, and is hereby deemed to covenant and agree, that during the term of this Agreement it will not 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, and to that extent waives the benefits of all laws authorizing such partition.

## 9. ARTICLE 10: RELATIONSHIPS OF PERSONS

1. **No Partnership.** All duties, obligations, and liabilities arising hereunder shall be several and not joint or collective. This Agreement 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.

Exhibit 1

2. **No Joint or Cooperative Refining, Sale or Marketing.** This Agreement 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**

3. **Effective Date.** This Agreement shall become effective, and operations may commence hereunder, as of 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 Agreement in the event of a material modification by the Division of all or any part of this Agreement or the Unit Operating Agreement 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 Agreement, the Unit Operating Agreement, 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.

4.

#### **ARTICLE 12: TERM**

5. **Term.** This Agreement, 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 ninety (90) consecutive days, or so long as other Unit Operations are conducted without a cessation of more than ninety (90) consecutive days, unless sooner terminated by Working Interest Owners owning a combined Tract 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."

6. **Effect of Termination.** Upon termination of this Agreement, 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 Agreement 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 Agreement, affecting the separate Tracts.

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

8. **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.

**Exhibit 1**

## ARTICLE 13: APPROVAL

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

10. **Commitment of Interests to Unit.** The approval of this Agreement 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.

11. **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

12. **Determinations by Working Interest Owners.** All decisions, determinations, or approvals by Working Interest Owners hereunder shall be made pursuant to the voting procedure of the Unit Operating Agreement unless otherwise provided herein.

13. **Severability of Provisions.** The provisions of this Agreement 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 Agreement.

**Laws and Regulations.** This Agreement 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 Agreement or the Unit Operating Agreement shall be in accordance with Ohio law.

Submitted by:

EAP OHIO, L.L.C.

By:

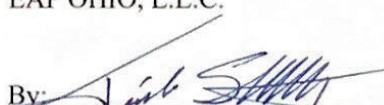
  
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Exhibit 1

**A.A.P.L. FORM 610 - 1989**

**MODEL FORM OPERATING AGREEMENT**

**OPERATING AGREEMENT**

**DATED**

July 7 , 2022 ,  
Year

OPERATOR EAP Ohio, LLC

CONTRACT AREA The lands shown on the plat attached as Exhibit A-1 and described on Exhibit A-2 and generally known as the Kovach North Unit.

COUNTY OR PARISH OF Carroll , STATE OF Ohio

**UNIT NAME: KOVACH NORTH UNIT**

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AMERICAN ASSOCIATION OF PETROLEUM  
LANDMEN, 4100 FOSSIL CREEK BLVD.  
FORT WORTH, TEXAS, 76137, APPROVED FORM.

A.A.P.L. NO. 610 - 1989

**Exhibit 2**

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

## ARTICLE III. INTERESTS OF PARTIES

#### A. Oil and Gas Interests:

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

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

15            Regardless of which party has contributed any Oil and Gas Lease or Oil and Gas Interest on which royalty or other  
16 burdens may be payable and except as otherwise expressly provided in this agreement, each party shall pay or deliver, or  
17 cause to be paid or delivered, all burdens on its share of the production from the Contract Area up to, but not in excess of \_\_\_\_\_

18 \_\_\_\_\_ **12.50%** and shall indemnify, defend and hold the other parties free from any liability therefor.  
19 \_\_\_\_\_

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

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

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

### **C. Subsequently Created Interests:**

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

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

## ARTICLE IV.

## TITLES

#### **A. Title Examination:**

74 Each party shall be responsible for securing curative matter and pooling amendments or agreements required in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

70 4. Curing Title: In the event of a Failure of Title under Article IV.B.1. or a loss of title under Article IV.B.2. above, any  
71 Lease or Interest acquired by any party hereto (other than the party whose interest has failed or was lost) during the ninety  
72 (90) day period provided by Article IV.B.1. and Article IV.B.2. above covering all or a portion of the interest that has failed  
73 or was lost shall be offered at cost to the party whose interest has failed or was lost, and the provisions of Article VIII.B.  
74 shall not apply to such acquisition.

## ARTICLE V. OPERATOR

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

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

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

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

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

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

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

### C. Employees and Contractors:

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

#### **D. Rights and Duties of Operator:**

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

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

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

1 liens and encumbrances resulting therefrom except for those resulting from a bona fide dispute as to services rendered or  
2 materials supplied.

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

23       6. Filing and Furnishing Governmental Reports: Operator will file, and upon written request promptly furnish copies to  
24       each requesting **Consenting Party** / Non-Operator not in default of its payment obligations, all operational notices, reports or applications  
25       required to be filed by local, State, Federal or Indian agencies or authorities having jurisdiction over operations hereunder.  
26       Each Non-Operator shall provide to Operator on a timely basis all information necessary to Operator to make such filings.  
27

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

32 as well as the / Non-Operators shall reasonably request, including, but not limited to, daily drilling reports, completion reports, and well logs.  
33 (c) Operator shall adequately test all Zones encountered which may reasonably be expected to be capable of producing  
34 Oil and Gas in paying quantities as a result of examination of the electric log or any other logs or cores or tests conducted  
35 hereunder.

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

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

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

## ARTICLE VI. DRILLING AND DEVELOPMENT

### A. Initial Well:

52 On or before the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Operator shall commence the drilling of the Initial  
53 Well at the following location: **Operator anticipates commencing the drilling of the Initial Well within one (1) year of the effective**  
54 **date of the Unit Order,**

55 and shall thereafter continue the drilling of the well with due diligence to a depth sufficient in the Operator's reasonable opinion, to  
56 adequately test the Utica/Point Pleasant formation with the Initial Well. Operator shall propose the drilling of the Initial Well to the  
57 other parties by sending them written notice containing, at a minimum, the following: (i) the proposed location of the Initial Well,  
58 including the proposed surface and bottom hole locations and total measured depth of the well; and (ii) an AFE setting forth the  
59 estimated cost to drill and complete the Initial Well. Operator will deliver such notice no later than the later of (x) 30 days before the  
60 Initial Well is spud; or (y) five days after receipt of written notice that a party, which previously did not own any Oil and Gas Lease  
61 in the Contract Area has acquired an Oil and Gas Lease in the Contract Area. The Parties shall have until the earlier of (A) thirty  
62 (30) days after receipt of the notice or (B) the spud date of the Initial Well to notify the Operator in writing whether they elect to  
63 participate in the cost of the Initial Well. A party failing to make an election within that thirty (30) day period shall be deemed a  
64 Non-Consenting Party

66  
67       In the event a Party elects or is deemed to have elected not to participate (a Non-Consenting Party) in the Initial Well proposed  
68 in the Contract Area pursuant to Article VI.A., upon the timely commencement of actual drilling operations on such Well, such  
69 Non-Consenting Party shall be deemed to have relinquished to the Consenting Parties, and the Consenting Parties shall own and be  
70 entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share of  
71 production therefrom until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not  
72 sold, (after deducting production taxes, excise taxes, royalty, overriding royalty and other interests not excepted by Article III.C.  
73 payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the  
74 total of the following: (a) 500% of such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond

1 the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 500%  
2 of such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until  
3 such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that such  
4 Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to such Non-  
5 Consenting Party had it participated in the well from the beginning of the operations; and (b) 500% of that portion of the costs and  
6 expenses of drilling, testing and completing, after deducting any cash contributions received under Article III.C., and 500% of that  
7 portion of the cost of newly acquired equipment in the well (to and including wellhead connections), which would have been  
8 chargeable to such Non-Consenting Party if it had participated therein. Such Non-Consenting Party shall, furthermore, be solely  
9 responsible for paying out-of-pocket any royalty, overriding royalty, production payment or other burden on production in excess  
10 of the amount stipulated in Article III.B.

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

13 **B. Subsequent Operations:**

**Operator**

14 1. Proposed Operations: If */ any party hereto* should desire to drill any well on the Contract Area other than the Initial Well, or  
15 if */ any party* should desire to Rework, Sidetrack, Deepen, Recomplete or Plug Back a dry hole or a well no longer capable of  
16 producing in paying quantities in which such party has not otherwise relinquished its interest in the proposed objective Zone under  
17 this agreement, the party desiring to drill, Rework, Sidetrack, Deepen, Recomplete or Plug Back such a well shall give written  
18 notice of the proposed operation to the parties who have not otherwise relinquished their interest in such objective Zone  
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1 under this agreement and to all other parties in the case of a proposal for Sidetracking or Deepening, specifying the work to be  
 2 performed, the location, proposed depth, objective Zone and the estimated cost of the operation. The parties to whom such a  
 3 notice is delivered shall have thirty (30) days after receipt of the notice within which to notify the party proposing to do the work  
 4 whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of a proposal to  
 5 Rework, Sidetrack, Recomplete, Plug Back or Deepen may be given by telephone and the response period shall be limited to forty-  
 6 eight (48) hours, ~~7~~ exclusive of Saturday, Sunday and legal holidays. Failure of a party to whom such notice is delivered to reply  
 7 within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation.  
 8 Any proposal by a party to conduct an operation conflicting with the operation initially proposed shall be delivered to all parties  
 9 within the time and in the manner provided in Article VI.B.6. **No Party may elect to participate in any well proposed pursuant to this  
 10 Agreement with less than its full and undivided working interest in the Contract Area.**

11 If all parties to whom such notice is delivered elect to participate in such a proposed operation, the parties shall be  
 12 contractually committed to participate therein provided such operations are commenced within the time period hereafter set  
 13 forth, and Operator shall, no later than ninety (90) days after expiration of the notice period of thirty (30) days (or as  
 14 promptly as practicable after the expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case  
 15 may be), actually commence the proposed operation and thereafter complete it with due diligence at the risk and expense of  
 16 the parties participating therein; provided, however, said commencement date may be extended upon written notice of same  
 17 by Operator to the other parties, for a period of up to thirty (30) additional days if, in the sole opinion of Operator, such  
 18 additional time is reasonably necessary to obtain permits from governmental authorities, surface rights (including rights-of-  
 19 way) or appropriate drilling equipment, or to complete title examination or curative matter required for title approval or  
 20 acceptance. If the actual operation has not been commenced within the time provided (including any extension thereof as  
 21 specifically permitted herein or in the force majeure provisions of Article XI) and if any party hereto still desires to conduct  
 22 said operation, written notice proposing same must be resubmitted to the other parties in accordance herewith as if no prior  
 23 proposal had been made. Those parties that did not participate in the drilling of a well for which a proposal to Deepen or  
 24 Sidetrack is made hereunder shall, if such parties desire to participate in the proposed Deepening or Sidetracking operation,  
 25 reimburse the Drilling Parties in accordance with Article VI.B.4. in the event of a Deepening operation and in accordance  
 with Article VI.B.5. in the event of a Sidetracking operation.

26       2. Operations by Less Than All Parties:

27       (a) Determination of Participation. If any party to whom such notice is delivered as provided in / Article VI.B.1. or  
 28 VI.C.1. (Option No. 2) elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this  
 29 Article, ~~the party or parties giving the noticee and such other parties as shall elect to participate in the operation shall, no  
 30 later than 7 ninety (90) days after the expiration of the notice period of thirty (30) days (or as promptly as practicable after the  
 31 expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case may be) actually commence the  
 32 proposed operation \* and complete it with due diligence; provided, however, said commencement date may be extended, upon written  
 33 notice of same by Operator to the other parties, for a reasonable period if, in the sole opinion of Operator, such additional time is  
 34 reasonably necessary to obtain permits from governmental authorities, surface rights (including rights-of-way) or appropriate drilling  
 35 equipment, or to complete title examination or curative matter required for title approval or acceptance. Operator shall perform all  
 36 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,  
 37 the Consenting Parties shall either: (i) request Operator to perform the work required by such proposed operation for the  
 38 account of the Consenting Parties, or (ii) designate one of the Consenting Parties as Operator to perform such work. The  
 39 rights and duties granted to and imposed upon the Operator under this agreement are granted to and imposed upon the party  
 40 designated as Operator for an operation in which the original Operator is a Non-Consenting Party. Consenting Parties, when  
 41 conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this  
 42 agreement. \*Nothing contained herein shall prohibit Operator from actually commencing the proposed operation before the  
 43 expiration of the notice period, nor shall such commencement affect in any way the validity of a party's election or deemed election.  
 44 including the drilling of the Initial Well~~

45       If less than all parties approve any proposed operation~~7~~, the proposing party Operator, immediately after the expiration of the  
 46 applicable notice period, shall advise all Parties of the total interest of the parties approving such operation and its  
 47 recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party,  
 48 within forty-eight (48) hours (exclusive of Saturday, Sunday, and legal holidays) after delivery of such notice, shall advise the  
 49 proposing party~~7~~ of its desire to (i) limit participation to such party's interest as shown on Exhibit "A" or (ii) carry only its  
 50 proportionate part (determined by dividing such party's interest in the Contract Area by the interests of all Consenting Parties in  
 51 the Contract Area) of Non-Consenting Parties' interests, or (iii) carry its proportionate part (determined as provided in (ii)) of  
 52 Non-Consenting Parties' interests together with all or a portion of its proportionate part of any Non-Consenting Parties'  
 53 interests that any Consenting Party did not elect to take. Any interest of Non-Consenting Parties that is not carried by a  
 54 Consenting Party shall be deemed to be carried by the party proposing the operation if such party does not withdraw its  
 55 proposal. Failure to advise the proposing party within the time required shall be deemed an election under (i). In the event a  
 56 drilling rig is on location, notice may be given by telephone, and the time permitted for such a response shall not exceed a  
 57 total of forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays). The~~7~~ proposing party, at its election, may  
 58 withdraw such proposal if there is less than 100% participation and shall notify all parties of such decision within ten (10)  
 59 days, or within twenty-four (24) hours if a drilling rig is on location, following expiration of the applicable response period.  
 60 If 100% subscription to the proposed operation is obtained, the proposing party shall promptly notify the Consenting Parties  
 61 of their proportionate interests in the operation and the party serving as Operator shall commence such operation ~~within the  
 62 period provided in Article VI.B.1.~~, subject to the same extension right as provided therein.

62       (b) Relinquishment of Interest for Non-Participation. The entire cost and risk of conducting such operations shall be  
 63 borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding  
 64 paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and  
 65 encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results  
 66 in a dry hole, then subject to Articles VI.B.6. and VI.E.3., the Consenting Parties shall plug and abandon the well and restore  
 67 the surface location at their sole cost, risk and expense; provided, however, that those Non-Consenting Parties that  
 68 participated in the drilling, Deepening or Sidetracking of the well shall remain liable for, and shall pay, their proportionate  
 69 shares of the cost of plugging and abandoning the well and restoring the surface location insofar only as those costs were not  
 70 increased by the subsequent operations of the Consenting Parties. **The Consenting Parties shall bear proportionately the well costs  
 71 attributed to any unleased owners in the Contract Area.** If any well drilled, Reworked, Sidetracked, Deepened,  
 72 Recompleted or Plugged Back under the provisions of this Article results in a well capable of producing Oil and/or Gas in  
 73 paying quantities, the Consenting Parties shall Complete and equip the well to produce at their sole cost and risk, and the  
 74 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

1 provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the  
2 Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-  
3 Consenting Party's interest in the well and share of production therefrom (**however, such Non-Consenting Party shall, nevertheless, still**  
4 **be solely responsible for paying out-of-pocket any royalty, overriding royalty, production payment or other burden on production in**  
5 **excess of the amount stipulated in Article III.B**) or, in the case of a Reworking, Sidetracking.

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

7 (i) 500 % of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment  
 8 beyond the wellhead connections (including but not limited to stock tanks, separators, treaters, pumping equipment and  
 9 piping), plus ~~500%~~ <sup>7/400%</sup> of each such Non-Consenting Party's share of the cost of operation of the well commencing with first  
 10 production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other  
 11 provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that  
 12 interest which would have been chargeable to such Non-Consenting Party had it participated in the well from the beginning  
 13 of the operations; and

14 (ii) 500 % of (a) that portion of the costs and expenses of drilling, Reworking, Sidetracking, Deepening,  
 15 Plugging Back, testing, Completing, and Recompleting, after deducting any cash contributions received under Article VIII.C.,  
 16 and ~~500%~~ <sup>7/</sup> of (b) that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections),  
 17 which would have been chargeable to such Non-Consenting Party if it had participated therein.

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

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

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

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

49 Within ~~ninety (90)~~ <sup>7/</sup> days after the completion of any operation under this Article, the party conducting the operations  
 50 for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to  
 51 the well, and an itemized statement of the cost of drilling, Sidetracking, Deepening, Plugging Back, testing, Completing,  
 52 Recompleting, and equipping the well for production; or, at its option, the operating party, ~~in lieu of an itemized statement~~  
 53 of such costs of operation, may submit a detailed statement of monthly billings. ~~Each month~~ <sup>At least each quarter</sup> thereafter, during the time the  
 54 Consenting Parties are being reimbursed as provided above, the party conducting the operations for the Consenting Parties  
 55 shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of  
 56 the well, together with a statement of the quantity of Oil and Gas produced from it and the amount of proceeds realized from  
 57 the sale of the well's working interest production during the preceding ~~month~~ <sup>quarter</sup>. In determining the quantity of Oil and Gas  
 58 produced ~~during any month~~, Consenting Parties shall use industry accepted methods such as but not limited to metering or  
 59 periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with  
 60 any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited  
 61 against the total unreturned costs of the work done and of the equipment purchased in determining when the interest of such  
 62 Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-  
 63 Consenting Party.

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

72 3. Stand-By Costs: When a well which has been drilled or Deepened has reached its authorized depth and all tests have  
 73 been completed and the results thereof furnished to the parties, or when operations on the well have been otherwise  
 74 terminated pursuant to Article VI.F., stand-by costs incurred pending response to a party's notice proposing a Reworking,

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

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

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

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

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

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

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

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

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

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

62 6. Order of Preference of Operations. Except as otherwise specifically provided in this agreement, if any party desires to  
63 propose the conduct of an operation that conflicts with a proposal that has been made by a party under this Article VI, such  
64 party shall have fifteen (15) days from delivery of the initial proposal, in the case of a proposal to drill a well or to perform  
65 an operation on a well where no drilling rig is on location, or twenty-four (24) hours, exclusive of Saturday, Sunday and legal  
66 holidays, from delivery of the initial proposal, if a drilling rig is on location for the well on which such operation is to be  
67 conducted, to deliver to all parties entitled to participate in the proposed operation such party's alternative proposal, such  
68 alternate proposal to contain the same information required to be included in the initial proposal. Each party receiving such  
69 proposals shall elect by delivery of notice to Operator within five (5) days after expiration of the proposal period, or within  
70 twenty-four (24) hours (exclusive of Saturday, Sunday and legal holidays) if a drilling rig is on location for the well that is the  
71 subject of the proposals, to participate in one of the competing proposals. Any party not electing within the time required  
72 shall be deemed not to have voted. The proposal receiving the vote of parties owning the largest aggregate percentage  
73 interest of the parties voting shall have priority over all other competing proposals; in the case of a tie vote, the  
74

1 initial proposal shall prevail. Operator shall deliver notice of such result to all parties entitled to participate in the operation  
2 within five (5) days after expiration of the election period (or within twenty-four (24) hours, exclusive of Saturday, Sunday  
3 and legal holidays, if a drilling rig is on location). Each party shall then have two (2) days (or twenty-four (24) hours if a rig  
4 is on location) from receipt of such notice to elect by delivery of notice to Operator to participate in such operation or to  
5 relinquish interest in the affected well pursuant to the provisions of Article VI.B.2.; failure by a party to deliver notice within  
6 such period shall be deemed an election not to participate in the prevailing proposal.

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

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

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

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

17      **For Horizontal Wells and Multi-Lateral Wells, all**  
18         Option No. 1: All / necessary expenditures for the drilling, Deepening, equipping of the well, including tankage and/or surface  
19         facilities. **See also Article XVI.E.**

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

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

53 **D. Other Operations:**

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

74 **E. Abandonment of Wells:**

75 1. Abandonment of Dry Holes: Except for any well drilled or Deepened pursuant to Article VI.B.2., any well which has  
76         been drilled or Deepened under the terms of this agreement and is proposed to be completed as a dry hole shall not be

1       plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any  
2       party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after  
3       delivery of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the  
4       proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the  
5       cost, risk and expense of the parties who participated in the cost of drilling or Deepening such well. Any party who objects to  
6       plugging and abandoning such well by notice delivered to Operator within forty-eight (48) hours (exclusive of Saturday,  
7       Sunday and legal holidays) after delivery of notice of the proposed plugging shall take over the well as of the end of such  
8       forty-eight (48) hour notice period and conduct further operations in search of Oil and/or Gas subject to the provisions of  
9       Article VI.B.; failure of such party to provide proof reasonably satisfactory to Operator of its financial capability to conduct  
10      such operations or to take over the well within such period or thereafter to conduct operations on such well or plug and  
11      abandon such well shall entitle Operator to retain or take possession of the well and plug and abandon the well. The party  
12      taking over the well shall indemnify Operator (if Operator is an abandoning party) and the other abandoning parties against  
13      liability for any further operations conducted on such well except for the costs of plugging and abandoning the well and  
14      restoring the surface, for which the abandoning parties shall remain proportionately liable.

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

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

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

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

58      **F. Termination of Operations:**

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

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

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

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

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

1 directly from the purchaser thereof for its share of all production.

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

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

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

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

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

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

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

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

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

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

62 **ARTICLE VII.**

63 **EXPENDITURES AND LIABILITY OF PARTIES**

64 **A. Liability of Parties:**

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

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

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

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

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

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

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

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

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

60   **C. Advances:**

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

70   **D. Defaults and Remedies:**

71   If any party fails to discharge any financial obligation under this agreement, including without limitation the failure to  
 72   make any advance under the preceding Article VII.C. or any other provision of this agreement, within the period required for  
 73   such payment hereunder, then in addition to the remedies provided in Article VII.B. or elsewhere in this agreement, the  
 74   remedies specified below shall be applicable. For purposes of this Article VII.D., all notices and elections shall be delivered

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

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

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

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

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

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

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

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

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

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

62 **F. Taxes:**

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

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

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

## ARTICLE VIII.

## ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

#### A. Surrender of Leases:

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

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

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

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

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

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

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

64 The provisions in this Article shall / also be applicable to extensions of Oil and Gas Leases.

### C Acreage or Cash Contributions:

66       **C. Acreage or Cash Contributions:**  
67        While this agreement is in force, if any party contracts for a contribution of cash towards the drilling of a well or any other  
68        operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall  
69        be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom  
70        the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the  
71        proportions said Drilling Parties shared the cost of drilling the well. Such acreage shall become a separate Contract Area and, to the  
72        extent possible, be governed by provisions identical to this agreement. Each party shall promptly notify all other parties of any  
73        acreage or cash contributions it may obtain in support of any well or any other operation on the Contract Area. The above  
74        provisions shall also be applicable to optional rights to earn acreage outside the Contract Area which are in support of well drilled  
inside Contract Area.

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

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

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

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

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

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

28 **Also see Article XVI.D.**

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

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

33 **F. Preferential Right to Purchase**

34  (Optional: Check if applicable)

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

47 **ARTICLE IX.**

48 **INTERNAL REVENUE CODE ELECTION**

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

65 **ARTICLE X.**

66 **CLAIMS AND LAWSUITS**

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

## ARTICLE XI. FORCE MAJEURE

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

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

## ARTICLE XII.

## NOTICES

18 All notices authorized or required between the parties by any of the provisions of this agreement, unless otherwise  
19 specifically provided, shall be in writing and delivered in person or by United States mail, courier service, / telegram, telex,  
20 telecopier or any other form of facsimile, postage or charges prepaid, and addressed to such parties at the addresses listed on  
21 Exhibit "A." All telephone or oral notices permitted by this agreement shall be confirmed immediately thereafter by written  
22 notice. The originating notice given under any provision hereof shall be deemed delivered only when received by the party to  
23 whom such notice is directed, and the time for such party to deliver any notice in response thereto shall run from the date  
24 the originating notice is received. "Receipt" for purposes of this agreement with respect to written notice delivered hereunder  
25 shall be actual delivery of the notice to the address of the party to be notified specified in accordance with this agreement, or  
26 to the telecopy, facsimile / or telex machine of such party. The second or any responsive notice shall be deemed delivered when  
27 deposited in the United States mail or at the office of the courier or telegraph service, or upon transmittal by telex, / telecopy  
28 or facsimile, or when personally delivered to the party to be notified, provided, that when response is required within 24 or  
29 48 hours, such response shall be given orally or by telephone, telex, / telecopy or other facsimile within such period. Each party  
30 shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other  
31 parties. If a party is not available to receive notice orally or by telephone when a party attempts to deliver a notice required  
32 to be delivered within 24 or 48 hours, the notice may be delivered in writing by any other method specified herein and shall  
33 be deemed delivered in the same manner provided above for any responsive notice.

### ARTICLE XIII.

## TERM OF AGREEMENT

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

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

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

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

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

## ARTICLE XIV.

## COMPLIANCE WITH LAWS AND REGULATIONS

### 63 A. Laws, Regulations and Orders:

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

67 B. Governing Law:

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

## 72 C. Regulatory Agencies:

73 Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any  
74 rights, privileges, or obligations which Non-Operators may have under federal or state laws or under rules, regulations or

1 orders promulgated under such laws in reference to oil, gas and mineral operations, including the location, operation, or  
2 production of wells, on tracts offsetting or adjacent to the Contract Area.

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

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

13 **A. Execution:**

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

30 **B. Successors and Assigns:**

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

34 **C. Counterparts:**

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

37 **D. Severability:**

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

41  
42 **ARTICLE XVI.**  
43 **OTHER PROVISIONS**

44 **A. Conflicts:**

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

48 This agreement is subject to all the terms and provisions of that certain Unit Agreement for the Development of the Kovach North  
49 Unit dated February 8, 2022, to which a copy of this agreement is attached (hereinafter the "Unit Agreement"). In the  
50 event of a conflict between the provisions of this agreement, including this Article XVI, and the Unit Agreement, the provisions of  
51 this agreement, including this Article XVI, shall prevail and control.

52 This Operating Agreement is intended to cover the parties' respective interests in the Unitized Formation.

53 **B. Priority of Operations:**

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

- 57     First: testing, coring or logging;  
58     Second: completion attempts without plugging back in ascending order from deepest to shallowest depths;  
59     Third: sidetracking in the order of least deviation from the original bottom hole location to the greatest deviation;  
60     Fourth: deepening of a well below the authorized depth in descending order from shallowest to deepest depths;  
61     Fifth: plugging back and completion attempts in ascending order from deepest to shallowest depths.

62 **C. Netting and Setoff:**

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

69 **D. Multiple Billing:**

70 In no event shall Operator be required to make more than four billings for the entire interest credited to each Non-Operator on  
71 Exhibit "A". If any Non-Operator to this agreement disposes of any part or all of the interest credited to it on Exhibit "A", hereinafter  
72 referred to as "Selling Party," such Selling Party shall be solely responsible for billing its assignee or assignees and shall remain primarily  
73 liable to the other Parties for the interest or interests assigned until such time as Selling Party has (1) designated and qualified the

1 assignees to receive the billing for its interest, (2) designated assignees have been approved and accepted by Operator, and (3) has  
2 furnished to Operator written notice of the conveyance and photocopy of the recorded assignments by which the transfer is made. The sale  
3 or other disposition of any interest in the leases covered by this agreement shall be made specifically subject to the provisions of this  
4 Article. Operator's approval shall not be unreasonably withheld.

5 **E. Horizontal Wells:**

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

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

22 **F. Sidetracking:**

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

27 **G. Further Assurances:**

28 In connection with this agreement, the parties agree to execute and deliver such additional documents and instruments and to  
29 perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all the terms, provisions and  
30 conditions of this agreement.

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

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

35 **I. Headings:**

36 All headings in this agreement are for reference purposes only and have no binding effect on the terms, conditions or  
37 provisions of this agreement.

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

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

43 **K. Working Interest Adjustment:**

44 Subject to any required approval by the State, any recalculation or adjustment of the Parties' Exhibit "A" working interests  
45 pursuant to this Agreement shall be recalculated or adjusted after written notice is provided to the  
46 affected party(ies) of such recalculation or adjustment of working interest. Such recalculation or adjustment shall be made  
47 effective as of the date of the lease surrender, renewal, acquisition and/or Contract Area / Drilling Unit Adjustment; provided,  
48 however, any such recalculation or adjustment to the Parties' working interests prior to the date of the first sale of production  
49 from such Drilling Unit shall be made effective as of the date first costs were incurred on and for such Drilling Unit.

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

51 **L. Contract Area / Drilling Unit Adjustment:**

52 Subject to any required approval by the State, it is recognized by the Parties consenting to unit operations that it may be prudent  
53 And/or necessary to enlarge or reduce the size of an existing Contract Area / Drilling Unit and/or include within an existing Contract  
54 Area / Drilling Unit acreage which was not initially included therein. Without the consent of the Parties consenting to unit operations,  
55 an existing Contract Area / Drilling Unit may not be enlarged or reduced in size. Such consent shall not be unreasonably withheld,  
56 delayed or conditioned. The party proposing such enlargement or reduction to an existing Contract Area / Drilling Unit shall notify  
57 the other party(ies) consenting to unit operations in writing, providing an explanation for the Contract Area / Drilling Unit  
58 modification proposal. To the extent a Contract Area / Drilling Unit is modified pursuant to this Agreement, the working interests  
59 of the Parties consenting to unit operations shall be recalculated and a modified declaration of pooled unit shall be prepared and filed  
60 of record.

61 To the extent the Contract Area is modified pursuant to this Agreement, this Agreement shall be amended with revised Exhibits  
62 "A," "A-1," and "A-2."

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

64 **M. Voting by the Parties**

65 Unless otherwise provided for herein, each party to this agreement shall have a voting interest equal to its Unit Participation.  
66 All decisions, determinations, consents or approvals of the parties, unless otherwise provided for herein or in the Unit Agreement  
67 attached hereto, shall be made by the affirmative vote of one or more parties having a combined voting interest of at least fifty-one  
68 percent (51%).

69 **N. Term**

70 This Agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all wells in the  
71 Unit Area have been plugged and abandoned or turned over to Working Interest Owners; (b) all Unit Equipment and real property  
72 acquired for the joint account have been disposed of by Unit Operator in accordance with the instructions of Working Interest  
73 Owners; and (c) there has been a final accounting.

74 **O. Excess Royalties, Overriding Royalties and Other Payments:**

1      Unless changed by other provisions, if the interest of any party in any lease covered hereby is subject to any royalty, overriding  
2      royalty, production payment or other burden on production in excess of the amount stipulated in Article III.B., such party so  
3      burdened shall assume and alone bear all such excess obligations and shall indemnify and hold the other parties hereto harmless from  
4      any and all claims and demands for payment asserted by owners of such excess burden.

5      **P. Non-Operator.**

6      A working interest owner within the Kovach North Unit (as the term “working interest owner” is defined in the Unit Order)  
7      who has not entered into an agreement with Operator pertaining to the operation of such unit shall be deemed to be a “Non-Operator”  
8      for all purposes of this agreement.

9      **Q. Prepayment of Costs and Expenses.**

10     Notwithstanding any other provision of this agreement, and without prejudice to any other rights and remedies of Operator,  
11     Operator has the right to request and receive, from time to time and at any time, from each Non-Operator an advance payment of  
12     the Non-Operator’s share of all or part of the cost of any operation hereunder to which such Non-Operator has consented or is deemed  
13     to have consented, including the drilling of the Initial Well. A Non-Operator receiving a request for advance payment shall within  
14     thirty (30) days of receipt of such request pay to Operator, in cash, the full amount of such request. Operator will credit the amount  
15     to the Non-Operator’s account for the payment of such Non-Operator’s share of costs of such operation and, following the end of  
16     each month, Operator will charge such account with such Non-Operator’s share of actual costs incurred during such month.

17     In the event that the operation is not commenced within one hundred eighty (180) days of the receipt by Operator of an advance  
18     payment, Operator shall immediately refund the advance payment to Non-Operator, it being understood that such refund shall be  
19     made no later than thirty (30) days after such 180-day period. A Non-Operator’s payment of an advance payment does not relieve  
20     the Non-Operator of the obligation to pay such Non-Operator’s share of the actual costs of an operation and, when the actual costs  
21     have been determined, Operator will adjust the accounts of the parties by refunding any net amounts due or invoicing the parties for  
22     additional sums owing, which additional sums shall be paid in accordance with the accounting procedure prescribed in this  
23     agreement.

24     In the event a Non-Operator fails to make an advance payment requested by Operator in the manner and time set forth herein,  
25     then Operator may, in Operator’s sole discretion, deliver to Non-Operator a written Notice of Non-Consent Election, in which event  
26     Non-Operator will be conclusively deemed to have elected not to participate in the operation and to be a Non-Consenting Party with  
27     respect thereto, notwithstanding any election to participate theretofore made. This remedy is cumulative to and not in lieu of all  
28     other rights and remedies available to Operator under this agreement and by operation of law, and no failure to exercise, or delay in  
29     exercising, such remedy will operate as a waiver thereof.

30      **R. Confidentiality.**

31      Any information furnished to or obtained by a Non-Operator concerning the wells and operations in the Contract Area shall be  
32      maintained as confidential by the Non-Operator and shall not be disclosed by the Non-Operator without the prior written consent of  
33      Operator.

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IN WITNESS WHEREOF, this agreement shall be effective as of the 7<sup>th</sup> day of July,  
2022   .

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

## OPERATOR

**ATTEST OR WITNESS**

**EAP Ohio, LLC,**  
A Delaware limited liability company

By: Cullen D. Amend

Title: Vice President – Land  
Address: 5847 San Felipe Street, Suite 400, Houston, TX 77057

## EXHIBIT "A"

Attached to and made a part of that certain Unit Operating Agreement dated July 7, 2022, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Kovach North Unit.

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

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

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

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

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

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

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

<u>Operator</u>	<u>Working Interest*</u>
EAP Ohio, L.L.C.**	53.275151%
<b><u>Non Operator</u></b>	
Riverbend Oil & Gas VI-B, LLC	13.962228%
Jamestown Resources, LLC	1.396223%
CGAS Appalachia, LLC	0.183367%
INR Ohio, LLC	14.019147%
Ironhead Resources II, LLC	0.330599%
Unleased Mineral Owners	<u>16.833286%</u>
<b>Total:</b>	<b>100.000000%</b>

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

EAP Ohio, L.L.C.  
5847 San Felipe Street, Suite 400  
Houston, Texas 77057  
Attention: Cullen D. Amend, Vice President – Land

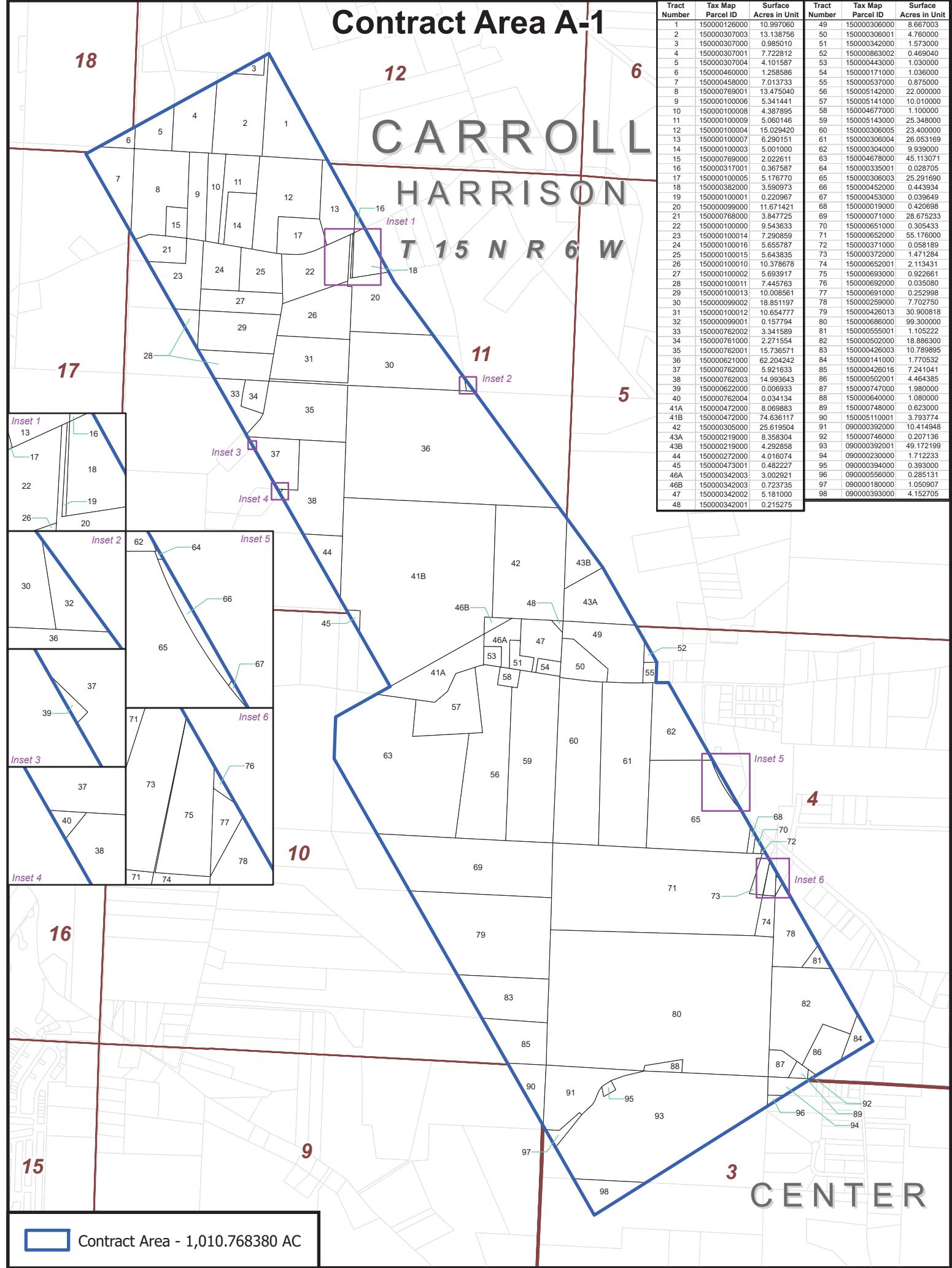
The names and addresses of the remaining parties are set forth in Exhibit "A-3", Exhibit "A-4", Exhibit "A-5", and Exhibit "A-6" attached hereto.

\* It is understood by the parties that the working interests listed in this 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.

\*\* EAP, as operator of the proposed unit, is authorized to file this Application on behalf of CGAS Appalachia, LLC, Jamestown Resources, LLC and Riverbend Oil & Gas VI-B, LLC by virtue of a Joint Operating Agreement with CGAS Appalachia, LLC, Jamestown Resources, LLC and Riverbend Oil & Gas VI-B, LLC's predecessor, TOTAL E&P USA, Inc.

# Contract Area A-1

CARROLL  
HARRISON  
T 15 N R 6 W



# Contract Area A-1

Kovach North Unit  
Harrison & Center Townships  
Carroll Co., OH

1 inch = 1,400 feet



ENCINO  
Energy

Exhibit A-2 All Mineral Owners in the proposed Kovach North Unit																				
TRACT NUMBER	LEASE ID NUMBER	MINERAL OWNER	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY	CONSENTING WORKING INTEREST PERCENTAGE	EAP OHIO, LLC WORKING INTEREST PERCENTAGE	RIVERBEND OIL & GAS VI-B, LLC WORKING INTEREST PERCENTAGE	JAMESTOWN RESOURCES, LLC WORKING INTEREST PERCENTAGE	INR OHIO, LLC WORKING INTEREST PERCENTAGE	CGAS APPALACHIA, LLC WORKING INTEREST PERCENTAGE	IRONHEAD RESOURCES II, LLC WORKING INTEREST PERCENTAGE	ADDRESS	CITY	STATE	ZIP
1	Non-Consenting Working Interest	Roger A. Perry and Nancy A. Perry, husband and wife, for their joint lives, remainder to the survivor of them	Y	1.000000	10.997060	1.087990%	150000126000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	1.087990%	0.000000%	0.000000%	4061 Canton Road NW	Carrollton	OH	44615
2	Non-Consenting Working Interest	Roger A. Perry	Y	0.500000	6.569378	0.649939%	150000307003	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.649939%	0.000000%	0.000000%	4061 Canton Road NW	Carrollton	OH	44615
2	Non-Consenting Working Interest	Nancy A. Perry	Y	0.500000	6.569378	0.649939%	150000307003	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.649939%	0.000000%	0.000000%	4061 Canton Road NW	Carrollton	OH	44615
3	Unleased Mineral Interest	Natalie K. Conrad	N	0.200000	0.197002	0.019490%	150000307000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	6562 Hampsher Road	New Franklin	OH	44216
3	Unleased Mineral Interest	Lynette F. Fry	N	0.200000	0.197002	0.019490%	150000307000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	8217 Old Canal Lane NW	Malvern	OH	44644
3	Unleased Mineral Interest	Amanda L. Goebeler	N	0.200000	0.197002	0.019490%	150000307000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	1035 Andora Road NE	Carrollton	OH	44615
3	Unleased Mineral Interest	Lisa A Morgan	N	0.200000	0.197002	0.019490%	150000307000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	10732 Maple Street	Minerva	OH	44657
3	Unleased Mineral Interest	Kathleen S. Whitmyer	N	0.200000	0.197002	0.019490%	150000307000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	8151 April Road NE	Salineville	OH	43945
4	Unleased Mineral Interest	Jeffrey P. Bellamy and Sharon L. Bellamy, husband and wife, for their joint lives, remainder to the survivor of them	N	1.000000	7.722812	0.764054%	150000307001	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	401 Deerhaven Drive SW	Carrollton	OH	44615
5	Unleased Mineral Interest	Mark A. Boyce	N	1.000000	4.101587	0.405789%	150000307004	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	4264 Arrow Road NW	Carrollton	OH	44615
6	Unleased Mineral Interest	Daniel Scott Trbovich, Trustee of the Daniel Scott Trbovich Trust dated September 9, 1999	N	1.000000	1.258586	0.124518%	150000460000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	7222 Waynesburg Road NW	Waynesburg	OH	44688
7	Unleased Mineral Interest	Daniel Scott Trbovich, Trustee of the Daniel Scott Trbovich Trust dated September 9, 1999	N	1.000000	7.013733	0.693901%	150000458000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	7222 Waynesburg Road NW	Waynesburg	OH	44688
8	Non-Consenting Working Interest	Mark F. Slabaugh and Sarajane Slabaugh, husband and wife, for their joint lives, remainder to the survivor of them	Y	1.000000	13.475040	1.333148%	150000769001	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	1.333148%	0.000000%	0.000000%	1990 Laramie Road NW	Carrollton	OH	44615
9	Non-Consenting Working Interest	Todd H. Wright and Angela S. Wright, husband and wife, for their joint lives, remainder to the survivor of them	Y	1.000000	5.341441	0.528454%	150000100006	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.528454%	0.000000%	0.000000%	7980 Arrow Road NW	Minerva	OH	44657
10	Unleased Mineral Interest	Gabe Shellenbarger	N	0.500000	2.193947	0.217057%	150000100008	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3600 Clay Road NW	Dellroy	OH	44620
10	Unleased Mineral Interest	Kelby Wafler	N	0.500000	2.193947	0.217057%	150000100008	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	808 Hillview Avenue	Minerva	OH	44657
11	Non-Consenting Working Interest	Alan J. Rummell	Y	1.000000	5.060146	0.500624%	150000100009	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.500624%	0.000000%	0.000000%	5249 Roswell Road SW	Sherrodsburg	OH	44675-9738
12	Non-Consenting Working Interest	Roger A. Perry and Nancy A. Perry, husband and wife, for their joint lives, remainder to the survivor of them	Y	1.000000	15.029420	1.486930%	150000100004	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	1.486930%	0.000000%	0.000000%	4061 Canton Road NW	Carrollton	OH	44615
13	EAP OHIO	Gary L. Teeter	N	1.000000	6.290151	0.622314%	150000100007	Harrison	Carroll	0.622314%	0.622314%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	1070 Waynesburg Road NW	Carrollton	OH	44615
14	Non-Consenting Working Interest	Michael A. Rummell and Jennifer Rummell, husband and wife, for their joint lives, remainder to the survivor of them	Y	1.000000	5.001000	0.494772%	150000100003	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.494772%	0.000000%	0.000000%	1445 Laramie Road NW	Carrollton	OH	44615
15	EAP OHIO	Brian S. Marks	Y	1.000000	2.022611	0.200106%	150000769000	Harrison	Carroll	0.200106%	0.200106%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	1899 Laramie Road NW	Carrollton	OH	44615
16	Non-Consenting Working Interest	Chanc Goshorn	Y	0.666667	0.245058	0.024245%	150000317001	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.024245%	0.000000%	0.000000%	8177 Spencer Avenue NW	North Canton	OH	44720
16	Non-Consenting Working Interest	Angela Tipton	Y	0.333333	0.122529	0.012122%	150000317001	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.012122%	0.000000%	0.000000%	175 Waynesburg Road NE	Carrollton	OH	44615

**Exhibit A-2**  
**All Mineral Owners in the proposed Kovach North Unit**

TRACT NUMBER	LEASE ID NUMBER	MINERAL OWNER	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY	CONSENTING WORKING INTEREST PERCENTAGE	EAP OHIO, LLC WORKING INTEREST PERCENTAGE	RIVERBEND OIL & GAS VI-B, LLC WORKING INTEREST PERCENTAGE	JAMESTOWN RESOURCES, LLC WORKING INTEREST PERCENTAGE	INR OHIO, LLC WORKING INTEREST PERCENTAGE	CGAS APPALACHIA, LLC WORKING INTEREST PERCENTAGE	IRONHEAD RESOURCES II, LLC WORKING INTEREST PERCENTAGE	ADDRESS	CITY	STATE	ZIP
17	Non-Consenting Working Interest	Mark A. Conrad	Y	1.000000	5.176770	0.512162%	150000100005	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.512162%	0.000000%	0.000000%	1403 Laramie Road NW	Carrollton	OH	44615
18	Unleased Mineral Interest	Danielle A. Fiddler and Daniel Hughes, for their joint lives, remainder to the survivor of them	N	1.000000	3.590973	0.355272%	150000382000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	1180 Laramie Road NW	Carrollton	OH	44615
19	Unleased Mineral Interest	Norma L. O'Brien and Richard O'Brien, wife and husband, for their joint lives, remainder to the survivor of them	N	1.000000	0.220967	0.021861%	150000100001	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	1180 Laramie Road NW	Carrollton	OH	44615
20	Unleased Mineral Interest	Natalie Beth Cross	N	1.000000	11.671421	1.154708%	150000099000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	5960 Longbrook Street SW	Massillon	OH	44646
21	Non-Consenting Working Interest	Mark F. Slabaugh and Sarajane Slabaugh, husband and wife, for their joint lives, remainder to the survivor of them	Y	1.000000	3.847725	0.380673%	150000768000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.380673%	0.000000%	0.000000%	1990 Laramie Road NW	Carrollton	OH	44615
22	Unleased Mineral Interest	Black Gold Holdings, LLC Attn: Kenneth J. Joseph	N	1.000000	9.543633	0.944196%	150000100000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	7100 Whipple Avenue NW	North Canton	OH	44720
23	Non-Consenting Working Interest	John Mark Fisher	Y	1.000000	7.290859	0.721318%	150000100014	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.721318%	0.000000%	0.000000%	2054 Laramie Road NW	Carrollton	OH	44615-9056
24	Unleased Mineral Interest	Charlene Black and Chad L. Stutler, for their joint lives, remainder to the survivor of them	N	1.000000	5.655787	0.559553%	150000100016	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3092 Jasmine Road NW	Carrollton	OH	44615
25	Unleased Mineral Interest	Charlene Black and Chad L. Stutler, for their joint lives, remainder to the survivor of them	N	1.000000	5.643835	0.558371%	150000100015	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3092 Jasmine Road NW	Carrollton	OH	44615
26	EAP OHIO	Andrew J. Strzyzynski	Y	1.000000	10.378678	1.026811%	150000100010	Harrison	Carroll	1.026811%	1.026811%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	5783 Louisville Street	Louisville	OH	44641
27	Unleased Mineral Interest	Charlene Black and Chad L. Stutler, for their joint lives, remainder to the survivor of them	N	1.000000	5.693917	0.563326%	150000100002	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3092 Jasmine Road NW	Carrollton	OH	44615
28	Non-Consenting Working Interest	Joseph J. Mayle and April D. Mayle, husband and wife, for their joint lives, remainder to the survivor of them	Y	1.000000	7.445763	0.736644%	150000100011	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.736644%	0.000000%	0.000000%	P.O. Box 382	Carrollton	OH	44615
29	Non-Consenting Working Interest	Joseph J. Mayle and April D. Mayle, for their joint lives, remainder to the survivor of them	Y	1.000000	10.008561	0.990193%	150000100013	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.990193%	0.000000%	0.000000%	P.O. Box 382	Carrollton	OH	44615
30	Unleased Mineral Interest	Lincoln Energy Partners V, LLC Attn: Jacob Coheley	N	1.000000	18.851197	1.865036%	150000099002	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3400 S Broadway Avenue, Suite 100	Englewood	CO	80113
31	Unleased Mineral Interest	Lincoln Energy Partners V, LLC Attn: Jacob Coheley	N	1.000000	10.654777	1.054126%	150000100012	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3400 S Broadway Avenue, Suite 100	Englewood	CO	80113
32	Non-Consenting Working Interest	B & N Holdings, LLC Attn: Norma J. Miller, Member	Y	0.500000	0.078897	0.007806%	150000099001	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.007806%	0.000000%	0.000000%	4276 Roswell Road SW	Dellroy	OH	44620
32	Non-Consenting Working Interest	Brian C. Shuman and Mia M. Shuman, for their joint lives remainder to the survivor of them	Y	0.500000	0.078897	0.007806%	150000099001	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.007806%	0.000000%	0.000000%	3247 Canton Road NW	Carrollton	OH	44615
33	Non-Consenting Working Interest	Rovanna F. Miller Revocable Trust Attn: Rovanna F. Miller, trustee	Y	1.000000	3.341589	0.330599%	150000762002	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.330599%	6610 Maplebrook Street NE	Canton	OH	44730	
		Gateway Royalty II, LLC Attn: Chris Oldham (NPRI Only) <sup>1</sup>														P.O. Box 637	Carrollton	OH	44615	
34	EAP OHIO	Ronald A. Indorf and Tammy L. Indorf, husband and wife, for their joint lives, remainder to the survivor of them	Y	1.000000	2.271554	0.224735%	150000761000	Harrison	Carroll	0.224735%	0.224735%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3145 Jasmine Road NW	Carrollton	OH	44615
35	EAP OHIO	Bernard McHenry	Y	1.000000	15.736571	1.556892%	150000762001	Harrison	Carroll	1.556892%	1.556892%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3130 Jasmine Road NW	Carrollton	OH	44615
36	Unleased Mineral Interest	Charles McLean and Dorothy McLean, husband and wife, for their joint lives, remainder to the survivor of them	N	0.500000	31.102121	3.077077%	150000621000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3159 Canton Road NW	Carrollton	OH	44615
36	Unleased Mineral Interest	David N. McLean and Christine L. McLean, husband and wife, for their joint lives, remainder to the survivor of them	N	0.500000	31.102121	3.077077%	150000621000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3159 Canton Road NW	Carrollton	OH	44615

Exhibit A-2 All Mineral Owners in the proposed Kovach North Unit																				
TRACT NUMBER	LEASE ID NUMBER	MINERAL OWNER	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY	CONSENTING WORKING INTEREST PERCENTAGE	EAP OHIO, LLC WORKING INTEREST PERCENTAGE	RIVERBEND OIL & GAS VI-B, LLC WORKING INTEREST PERCENTAGE	JAMESTOWN RESOURCES, LLC WORKING INTEREST PERCENTAGE	INR OHIO, LLC WORKING INTEREST PERCENTAGE	CGAS APPALACHIA, LLC WORKING INTEREST PERCENTAGE	IRONHEAD RESOURCES II, LLC WORKING INTEREST PERCENTAGE	ADDRESS	CITY	STATE	ZIP
37	Unleased Mineral Interest	Charlene K. Black	N	0.500000	2.960816	0.292927%	150000762000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3092 Jasmine Road NW	Carrollton	OH	44615
37	Unleased Mineral Interest	Norman L. Stuiler	N	0.500000	2.960816	0.292927%	150000762000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3092 Jasmine Road NW	Carrollton	OH	44615
38	EAP OHIO	Mark J. Weber and Gillian K. Weber, for their joint lives, remainder to the survivor of them	Y	1.000000	14.993643	1.483391%	150000762003	Harrison	Carroll	1.483391%	1.483391%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	1458 Magnolia Road SW	Dellroy	OH	44620
39	Unleased Mineral Interest	Margaret R. Helm	N	1.000000	0.006933	0.000686%	150000622000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3111 Jasmine Rd NW	Carrollton	OH	44615
40	EAP OHIO	Ronald W. Reinke	Y	1.000000	0.034134	0.003377%	150000762004	Harrison	Carroll	0.003377%	0.003377%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	1511 Botany Avenue	Cleveland	OH	44109
41A	EAP OHIO Consenting Working Interest	Gary L. Teeter, Trustee of The Gary L. Teeter Trust dated August 2, 2011	Y	1.000000	8.069883	0.798391%	150000472000	Harrison	Carroll	0.798391%	0.578833%	0.199598%	0.019960%	0.000000%	0.000000%	0.000000%	1070 Waynesburg Road NW	Carrollton	OH	44615
41B	EAP OHIO	Gary L. Teeter, Trustee of The Gary L. Teeter Trust dated August 2, 2011	Y	1.000000	74.636117	7.384097%	150000472000	Harrison	Carroll	7.384097%	7.384097%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	1070 Waynesburg Road NW	Carrollton	OH	44615
42	OH005297-000 Consenting Working Interest	Stanley Robert George	Y	0.500000	12.809752	1.267328%	150000305000	Harrison	Carroll	1.267328%	0.918813%	0.316832%	0.031683%	0.000000%	0.000000%	0.000000%	271 Waynesburg Road NW	Carrollton	OH	44615
42		Gateway Royalty II, LLC Attn: Chris Oldham (NPRI Only) <sup>1</sup>					150000305000	Harrison	Carroll								P.O. Box 637	Carrollton	OH	44615
42	OH005297-000 Consenting Working Interest	Galbraith Real Estate Company, LLC Attn: Joseph T.F. Galbraith and James R.F. Galbraith	Y	0.500000	12.809752	1.267328%	150000305000	Harrison	Carroll	1.267328%	0.918813%	0.316832%	0.031683%	0.000000%	0.000000%	0.000000%	2184 Brenner Road	Carrollton	OH	44615
42		Gateway Royalty II, LLC Attn: Chris Oldham (NPRI Only) <sup>1</sup>					150000305000	Harrison	Carroll								P.O. Box 637	Carrollton	OH	44615
43A	EAP OHIO Consenting Working Interest	Richard D. Wagner and Sharon K. Wagner, Co-Trustees of the Richard D. Wagner and Sharon K. Wagner Revocable Trust, dated March 24, 2020***	Y	1.000000	8.358304	0.826926%	150000219000	Harrison	Carroll	0.826926%	0.599521%	0.206731%	0.020673%	0.000000%	0.000000%	0.000000%	3083 Canton Road NW	Carrollton	OH	44615
43B	Unleased Mineral Interest	Richard D. Wagner and Sharon K. Wagner, Co-Trustees of the Richard D. Wagner and Sharon K. Wagner Revocable Trust, dated March 24, 2020	N	1.000000	4.292858	0.424712%	150000219000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	3083 Canton Road NW	Carrollton	OH	44615
44	EAP OHIO Consenting Working Interest	Adam Bittaker, a single man, and Kelly Strawderman, a single woman, for their joint lives, remainder to the survivor of them***	Y	1.000000	4.016074	0.397329%	150000272000	Harrison	Carroll	0.397329%	0.213962%	0.000000%	0.000000%	0.000000%	0.183367%	0.000000%	3016 Jasmine Road NW	Carrollton	OH	44615
45	EAP OHIO	Robert T. and Regina M. Stover	Y	1.000000	0.482227	0.047709%	150000473001	Harrison	Carroll	0.047709%	0.047709%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	4255 Lunar Road NW	Carrollton	OH	44615
46A	OH035124-000 Consenting Working Interest	Kimberly J. Mills, a single woman****	Y	1.000000	3.002921	0.297093%	150000342003	Harrison	Carroll	0.297093%	0.215392%	0.074273%	0.007427%	0.000000%	0.000000%	0.000000%	355 Deerhaven Drive SW	Carrollton	OH	44615
46B	Unleased Mineral Interest	Kimberly J. Mills, a single woman	N	1.000000	0.723735	0.071602%	150000342003	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	355 Deerhaven Drive SW	Carrollton	OH	44615
47	OH035125-000 Consenting Working Interest	The Gary W. Campbell and Victoria L. Campbell, Co-Trustees of the Gary W. and Victoria L. Campbell Revocable Living Trust, dated May 31, 2020***	Y	1.000000	5.181000	0.512580%	150000342002	Harrison	Carroll	0.512580%	0.371621%	0.128145%	0.012815%	0.000000%	0.000000%	0.000000%	355 Deerhaven Drive SW	Carrollton	OH	44615
48	EAP OHIO	George A. Knapp and Doris M. Knapp, husband and wife	Y	1.000000	0.215275	0.021298%	150000342001	Harrison	Carroll	0.021298%	0.021298%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	161 Gallo Road NW	Carrollton	OH	44615
49	OH005297-000 Consenting Working Interest	Stanley Robert George	Y	1.000000	8.667003	0.857467%	150000306000	Harrison	Carroll	0.857467%	0.621663%	0.214367%	0.021437%	0.000000%	0.000000%	0.000000%	271 Waynesburg Road NW	Carrollton	OH	44615

Exhibit A-2 All Mineral Owners in the proposed Kovach North Unit																				
TRACT NUMBER	LEASE ID NUMBER	MINERAL OWNER	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY	CONSENTING WORKING INTEREST PERCENTAGE	EAP OHIO, LLC WORKING INTEREST PERCENTAGE	RIVERBEND OIL & GAS VI-B, LLC WORKING INTEREST PERCENTAGE	JAMESTOWN RESOURCES, LLC WORKING INTEREST PERCENTAGE	INR OHIO, LLC WORKING INTEREST PERCENTAGE	CGAS APPALACHIA, LLC WORKING INTEREST PERCENTAGE	IRONHEAD RESOURCES II, LLC WORKING INTEREST PERCENTAGE	ADDRESS	CITY	STATE	ZIP
50	EAP OHIO Consenting Working Interest	Stanley Robert George	Y	1.000000	4.760000	0.470929%	150000306001	Harrison	Carroll	0.470929%	0.341423%	0.117732%	0.011773%	0.000000%	0.000000%	0.000000%	271 Waynesburg Road NW	Carrollton	OH	44615
		Gateway Royalty II, LLC Attn: Chris Oldham (NPRI Only) <sup>1</sup>					150000306001	Harrison	Carroll								P.O. Box 637	Carrollton	OH	44615
51	OH035123-000 Consenting Working Interest	Victoria Lynne Campbell, Trustees of the Homer D. Miller and Sandra F. Mills Living Trust dtd. November 6, 2007****	Y	1.000000	1.573000	0.155624%	150000342000	Harrison	Carroll	0.155624%	0.112828%	0.038906%	0.003891%	0.000000%	0.000000%	0.000000%	355 Deerhaven Drive SW	Carrollton	OH	44615
52	Non-Consenting Working Interest	David A. Sandefur and Kellie J. Sandefur	Y	1.000000	0.469040	0.046404%	150000863002	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.046404%	0.000000%	0.000000%	7600 Drew Oak Drive	Seminole	FL	33772
53	OH044738-011 Consenting Working Interest	Lonnie C. Mowery	Y	0.500000	0.515000	0.050951%	150000443000	Harrison	Carroll	0.050951%	0.036940%	0.012738%	0.001274%	0.000000%	0.000000%	0.000000%	4249 Milo Road NW	Carrollton	OH	44615
53	OH044738-011 Consenting Working Interest	Ava J. Mowery	Y	0.500000	0.515000	0.050951%	150000443000	Harrison	Carroll	0.050951%	0.036940%	0.012738%	0.001274%	0.000000%	0.000000%	0.000000%	4249 Milo Road NW	Carrollton	OH	44615
54	OH035129-000 Consenting Working Interest	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust dated August 2, 2011	Y	1.000000	1.036000	0.102496%	150000171000	Harrison	Carroll	0.102496%	0.074310%	0.025624%	0.002562%	0.000000%	0.000000%	0.000000%	1070 Waynesburg Road NW	Carrollton	OH	44615
55	Non-Consenting Working Interest	Sandra L. Larie and Cody T. Wilson, for their joint lives, remainder to the survivor of them****	Y	1.000000	0.875000	0.086568%	150000537000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.086568%	0.000000%	0.000000%	263 Waynesburg Road NW	Carrollton	OH	44615
56	OH035120-000 Consenting Working Interest	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust, dated August 2, 2011	Y	1.000000	22.000000	2.176562%	150005142000	Harrison	Carroll	2.176562%	1.578007%	0.544140%	0.054414%	0.000000%	0.000000%	0.000000%	1070 Waynesburg Road NW	Carrollton	OH	44615
57	OH035120-000 Consenting Working Interest	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust, dated August 2, 2011	Y	1.000000	10.010000	0.990336%	150005141000	Harrison	Carroll	0.990336%	0.717993%	0.247584%	0.024758%	0.000000%	0.000000%	0.000000%	1070 Waynesburg Road NW	Carrollton	OH	44615
58	OH035133-000 Consenting Working Interest	Gene Q. Dunn****	Y	1.000000	1.100000	0.108828%	150004677000	Harrison	Carroll	0.108828%	0.078900%	0.027207%	0.002721%	0.000000%	0.000000%	0.000000%	8025 Dial Road SW	Bowerston	OH	44695
59	OH048951-000 Consenting Working Interest	Larry C. McCully****	Y	1.000000	25.348000	2.507795%	150005143000	Harrison	Carroll	2.507795%	1.818151%	0.626949%	0.062695%	0.000000%	0.000000%	0.000000%	10061 Blade Road NW	Minerva	OH	44657
60	EAP OHIO Consenting Working Interest	Stanley Robert George	Y	0.500000	11.700000	1.157535%	150000306005	Harrison	Carroll	1.157535%	0.839213%	0.289384%	0.028938%	0.000000%	0.000000%	0.000000%	271 Waynesburg Road NW	Carrollton	OH	44615
60		Gateway Royalty II, LLC Attn: Chris Oldham (NPRI Only) <sup>1</sup>					150000306005	Harrison	Carroll								P.O. Box 637	Carrollton	OH	44615
60	EAP OHIO Consenting Working Interest	Joseph Benjamin Thomas Moody and Clare Loranie Moody	Y	0.500000	11.700000	1.157535%	150000306005	Harrison	Carroll	1.157535%	0.839213%	0.289384%	0.028938%	0.000000%	0.000000%	0.000000%	4365 Gooding Street SW	Canton	OH	44706
60		Gateway Royalty II, LLC Attn: Chris Oldham (NPRI Only) <sup>1</sup>					150000306005	Harrison	Carroll								P.O. Box 637	Carrollton	OH	44615
61	EAP OHIO Consenting Working Interest	Stanley Robert George	Y	0.500000	13.026585	1.288780%	150000306004	Harrison	Carroll	1.288780%	0.934366%	0.322195%	0.032220%	0.000000%	0.000000%	0.000000%	271 Waynesburg Road NW	Carrollton	OH	44615
61		Gateway Royalty II, LLC Attn: Chris Oldham (NPRI Only) <sup>1</sup>					150000306004	Harrison	Carroll								P.O. Box 637	Carrollton	OH	44615

Exhibit A-2 All Mineral Owners in the proposed Kovach North Unit																				
TRACT NUMBER	LEASE ID NUMBER	MINERAL OWNER	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY	CONSENTING WORKING INTEREST PERCENTAGE	EAP OHIO, LLC WORKING INTEREST PERCENTAGE	RIVERBEND OIL & GAS VI-B, LLC WORKING INTEREST PERCENTAGE	JAMESTOWN RESOURCES, LLC WORKING INTEREST PERCENTAGE	INR OHIO, LLC WORKING INTEREST PERCENTAGE	CGAS APPALACHIA, LLC WORKING INTEREST PERCENTAGE	IRONHEAD RESOURCES II, LLC WORKING INTEREST PERCENTAGE	ADDRESS	CITY	STATE	ZIP
61	EAP OHIO Consenting Working Interest	Timothy F Piergallini	Y	0.500000	13.026585	1.288780%	150000306004	Harrison	Carroll	1.288780%	0.934366%	0.322195%	0.032220%	0.000000%	0.000000%	0.000000%	1373 Twp Road 138	Dillonvale	OH	43917
61		Gateway Royalty II, LLC Attn: Chris Oldham (NPRI Only) <sup>1</sup>					150000306004	Harrison	Carroll								P.O. Box 637	Carrollton	OH	44615
62	OH005297-000 Consenting Working Interest	Stanley Robert George	Y	0.500000	4.969724	0.491678%	150000304000	Harrison	Carroll	0.491678%	0.356466%	0.122919%	0.012292%	0.000000%	0.000000%	0.000000%	271 Waynesburg Road NW	Carrollton	OH	44615
		Gateway Royalty II, LLC Attn: Chris Oldham (NPRI Only) <sup>1</sup>					150000304000	Harrison	Carroll								P.O. Box 637	Carrollton	OH	44615
62	OH005297-000 Consenting Working Interest	Andrew R. Kline and Michelle K. Kline	Y	0.500000	4.969724	0.491678%	150000304000	Harrison	Carroll	0.491678%	0.356466%	0.122919%	0.012292%	0.000000%	0.000000%	0.000000%	5275 Mayham Road NE	Carrollton	OH	44615
		Gateway Royalty II, LLC Attn: Chris Oldham (NPRI Only) <sup>1</sup>					150000304000	Harrison	Carroll								P.O. Box 637	Carrollton	OH	44615
63	OH035120-000 Consenting Working Interest	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust, dated August 2, 2011	Y	1.000000	45.113071	4.463245%	150004678000	Harrison	Carroll	4.463245%	3.235853%	1.115811%	0.111581%	0.000000%	0.000000%	0.000000%	1070 Waynesburg Road NW	Carrollton	OH	44615
64	OH049233-000 Consenting Working Interest	Cason R. Leggett and Janice E. Leggett, husband and wife, for their joint lives, remainder to the survivor of them	Y	1.000000	0.028705	0.002840%	150000335001	Harrison	Carroll	0.002840%	0.002059%	0.000710%	0.000071%	0.000000%	0.000000%	0.000000%	2218 Canton Road NW	Carrollton	OH	44615
65	EAP OHIO Consenting Working Interest	Stanley Robert George	Y	0.500000	12.645845	1.251112%	150000306003	Harrison	Carroll	1.251112%	0.907056%	0.312778%	0.031278%	0.000000%	0.000000%	0.000000%	271 Waynesburg Road NW	Carrollton	OH	44615
65		Gateway Royalty II, LLC Attn: Chris Oldham (NPRI Only) <sup>1</sup>					150000306003	Harrison	Carroll								P.O. Box 637	Carrollton	OH	44615
65	EAP OHIO Consenting Working Interest	Galbraith Real Estate Company, LLC Attn: Joseph T.F. Galbraith and James R.F. Galbraith	Y	0.500000	12.645845	1.251112%	150000306003	Harrison	Carroll	1.251112%	0.907056%	0.312778%	0.031278%	0.000000%	0.000000%	0.000000%	2184 Brenner Road	Carrollton	OH	44615
65		Gateway Royalty II, LLC Attn: Chris Oldham (NPRI Only) <sup>1</sup>					150000306003	Harrison	Carroll								P.O. Box 637	Carrollton	OH	44615
66	OH040928-000 Consenting Working Interest	Jeffrey L. Bory	Y	1.000000	0.443934	0.043920%	150000452000	Harrison	Carroll	0.043920%	0.031842%	0.010980%	0.001098%	0.000000%	0.000000%	0.000000%	2184 Canton Road	Carrollton	OH	44615
67	Non-Consenting Working Interest	Jeffrey L. Bory and Germain M. Lawless, for their joint lives, remainder to the survivor of them	Y	1.000000	0.039649	0.003923%	150000453000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.003923%	0.000000%	0.000000%	2184 Canton Road	Carrollton	OH	44615
68	Non-Consenting Working Interest	Charles Roy Wallace and Rena S. Wallace, husband and wife****	Y	1.000000	0.420698	0.041622%	150000019000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.041622%	0.000000%	0.000000%	2183 Canton Road NW	Carrollton	OH	44615
69	OH035135-000 OH035127-000 Consenting Working Interest	Roger E. Thomas, a married man	Y	1.000000	28.675233	2.836974%	150000071000	Harrison	Carroll	2.836974%	2.056806%	0.709243%	0.070924%	0.000000%	0.000000%	0.000000%	2166 Jasmine Road NW	Carrollton	OH	44615
70	Non-Consenting Working Interest	Charles Roy Wallace and Rena S. Wallace, husband and wife, for their joint lives, remainder to the survivor of them****	Y	1.000000	0.305433	0.030218%	150000651000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.030218%	0.000000%	0.000000%	2183 Canton Road NW	Carrollton	OH	44615
71	OH051535-000 Consenting Working Interest	Ralph E. Heilman and Sarah A. Heilman, Co-Trustees, The Ralph E. Heilman and Sarah A. Heilman Revocable Living Trust dated January 19, 2006	Y	1.000000	55.176000	5.458817%	150000652000	Harrison	Carroll	5.458817%	3.957643%	1.364704%	0.136470%	0.000000%	0.000000%	0.000000%	2177 Canton Road NW	Carrollton	OH	44615

Exhibit A-2 All Mineral Owners in the proposed Kovach North Unit																				
TRACT NUMBER	LEASE ID NUMBER	MINERAL OWNER	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY	CONSENTING WORKING INTEREST PERCENTAGE	EAP OHIO, LLC WORKING INTEREST PERCENTAGE	RIVERBEND OIL & GAS VI-B, LLC WORKING INTEREST PERCENTAGE	JAMESTOWN RESOURCES, LLC WORKING INTEREST PERCENTAGE	INR OHIO, LLC WORKING INTEREST PERCENTAGE	CGAS APPALACHIA, LLC WORKING INTEREST PERCENTAGE	IRONHEAD RESOURCES II, LLC WORKING INTEREST PERCENTAGE	ADDRESS	CITY	STATE	ZIP
72	OH051535-000 Consenting Working Interest	Ralph E. Heilman and Sarah A. Heilman, Co-Trustees, The Ralph E. Heilman and Sarah A. Heilman Revocable Living Trust dated January 19, 2006	Y	1.000000	0.058189	0.005757%	150000371000	Harrison	Carroll	0.005757%	0.004174%	0.001439%	0.000144%	0.000000%	0.000000%	0.000000%	2177 Canton Road NW	Carrollton	OH	44615
73	OH051535-000 Consenting Working Interest	Ralph E. Heilman and Sarah A. Heilman, Co-Trustees, The Ralph E. Heilman and Sarah A. Heilman Revocable Living Trust dated January 19, 2006	Y	1.000000	1.471284	0.145561%	150000372000	Harrison	Carroll	0.145561%	0.105532%	0.036390%	0.003639%	0.000000%	0.000000%	0.000000%	2177 Canton Road NW	Carrollton	OH	44615
74	Non-Consenting Working Interest	Wayne A. Harper	Y	1.000000	2.113431	0.209092%	150000652001	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.209092%	0.000000%	0.000000%	2167 Canton Road NW	Carrollton	OH	44615
75	Non-Consenting Working Interest	Wayne A. Harper	Y	1.000000	0.922661	0.091283%	150000693000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.091283%	0.000000%	0.000000%	2167 Canton Road NW	Carrollton	OH	44615
76	Non-Consenting Working Interest	Wayne A. Harper	Y	1.000000	0.035080	0.003471%	150000692000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.003471%	0.000000%	0.000000%	2167 Canton Road NW	Carrollton	OH	44615
77	Non-Consenting Working Interest	Wayne A. Harper	Y	1.000000	0.252998	0.025030%	150000691000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.025030%	0.000000%	0.000000%	2167 Canton Road NW	Carrollton	OH	44615
78	Non-Consenting Working Interest	The Joan M. Enterline Revocable Living Trust dated December 11, 2017 Attn: Joan M. Enterline, Trustee****	Y	1.000000	7.702750	0.762069%	150000259000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.762069%	0.000000%	0.000000%	3777 E Vineyard Village Drive	Port Clinton	OH	43452
79	OH004910-000 Consenting Working Interest	Eugene R. Kiko and Heather M. Kiko, husband and wife****	Y	1.000000	30.900818	3.057161%	150000426013	Harrison	Carroll	3.057161%	2.216442%	0.764290%	0.076429%	0.000000%	0.000000%	0.000000%	2112 Jasmine Road NW	Carrollton	OH	44615
80	OH053507-000 Consenting Working Interest	George A. Knapp and Doris M. Knapp, husband and wife	Y	1.000000	99.300000	9.824209%	150000686000	Harrison	Carroll	9.824209%	7.122552%	2.456052%	0.245605%	0.000000%	0.000000%	0.000000%	161 Gallo Road NW	Carrollton	OH	44615
81	Non-Consenting Working Interest	The Joan M. Enterline Revocable Living Trust dated December 11, 2017 Attn: Joan M. Enterline, Trustee****	Y	1.000000	1.105222	0.109345%	150000555001	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.109345%	0.000000%	0.000000%	3777 E Vineyard Village Drive	Port Clinton	OH	43452
82	Non-Consenting Working Interest	Gary W. Crump	Y	1.000000	18.886300	1.868509%	150000502000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	1.868509%	0.000000%	0.000000%	2013 Canton Road NW	Carrollton	OH	44615
83	OH006244-000 Consenting Working Interest	Terry Lynch	Y	0.500000	5.394948	0.533747%	150000426003	Harrison	Carroll	0.533747%	0.386967%	0.133437%	0.013344%	0.000000%	0.000000%	0.000000%	2030 Jasmine Road NW	Carrollton	OH	44615
83	OH006244-000 Consenting Working Interest	Myra Lynch	Y	0.500000	5.394948	0.533747%	150000426003	Harrison	Carroll	0.533747%	0.386967%	0.133437%	0.013344%	0.000000%	0.000000%	0.000000%	2030 Jasmine Road NW	Carrollton	OH	44615
84	Non-Consenting Working Interest	Gary W. Crump****	Y	1.000000	1.770532	0.175167%	150000141000	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.175167%	0.000000%	0.000000%	2013 Canton Road NW	Carrollton	OH	44615
85	OH006218-000 Consenting Working Interest	Deborah Bell	Y	1.000000	7.241041	0.716390%	150000426016	Harrison	Carroll	0.716390%	0.519383%	0.179097%	0.017910%	0.000000%	0.000000%	0.000000%	2018 Jasmine Road NW	Carrollton	OH	44615
86	Non-Consenting Working Interest	Larry A. Hawkins and Bonnie B. Hawkins, husband and wife, for and during their joint lives with remainder in fee simple to the survivor of them	Y	1.000000	4.464385	0.441682%	150000502001	Harrison	Carroll	0.000000%	0.000000%	0.000000%	0.000000%	0.441682%	0.000000%	0.000000%	95 Gallo Road NW	Carrollton	OH	44615
87	OH035130-000 Consenting Working Interest	Rose M. Seck****	Y	1.000000	1.980000	0.195891%	150000747000	Harrison	Carroll	0.195891%	0.142021%	0.048973%	0.004897%	0.000000%	0.000000%	0.000000%	136 Gallo Road NW	Carrollton	OH	44615
88	OH035131-000 Consenting Working Interest	Edward Eldon Nign and Violet Janet Nign, Trustees, The Nign Family Revocable Living Trust dated December 9, 2022****	Y	1.000000	1.080000	0.106849%	150000640000	Harrison	Carroll	0.106849%	0.077466%	0.026712%	0.002671%	0.000000%	0.000000%	0.000000%	211 Gallo Road NW	Carrollton	OH	44615
89	OH035122-000 Consenting Working Interest	David A. Seck****	Y	1.000000	0.623000	0.061636%	150000748000	Harrison	Carroll	0.061636%	0.044686%	0.015409%	0.001541%	0.000000%	0.000000%	0.000000%	116 Gallo Road NW	Carrollton	OH	44615

Exhibit A-2 All Mineral Owners in the proposed Kovach North Unit																				
TRACT NUMBER	LEASE ID NUMBER	MINERAL OWNER	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY	CONSENTING WORKING INTEREST PERCENTAGE	EAP OHIO, LLC WORKING INTEREST PERCENTAGE	RIVERBEND OIL & GAS VI-B, LLC WORKING INTEREST PERCENTAGE	JAMESTOWN RESOURCES, LLC WORKING INTEREST PERCENTAGE	INR OHIO, LLC WORKING INTEREST PERCENTAGE	CGAS APPALACHIA, LLC WORKING INTEREST PERCENTAGE	IRONHEAD RESOURCES II, LLC WORKING INTEREST PERCENTAGE	ADDRESS	CITY	STATE	ZIP
90	OH005131-000 Consenting Working Interest	James S. Smith	Y	1.000000	3.793774	0.375336%	150005110001	Harrison	Carroll	0.375336%	0.272118%	0.093834%	0.009383%	0.000000%	0.000000%	0.000000%	P.O. Box 312	Magnolia	OH	44643
91	OH005149-000 Consenting Working Interest	Nancy E. Spahr (Remainderman); Subject to the Life Estate of Kathryn Kovach	Y	1.000000	10.414948	1.030399%	090000392000	Center	Carroll	1.030399%	0.747039%	0.257600%	0.025760%	0.000000%	0.000000%	0.000000%	3088 Moreen Road NE	Mechanicstown	OH	44651
92	OH035134-000 Consenting Working Interest	Sherry Casper, Trustee of the Arla Jean Seck Revocable Living Trust, dated December 4, 2000****	Y	1.000000	0.207136	0.020493%	150000746000	Harrison	Carroll	0.020493%	0.014857%	0.005123%	0.000512%	0.000000%	0.000000%	0.000000%	106 Gallo Road NW	Carrollton	OH	44615
93	OH005418-000 Consenting Working Interest	Linda Kovach	Y	1.000000	49.172199	4.864834%	090000392001	Center	Carroll	4.864834%	3.527004%	1.216208%	0.121621%	0.000000%	0.000000%	0.000000%	226 Gallo Road NW	Carrollton	OH	44615
94	OH035119-000 Consenting Working Interest	Ronald L. Greene and wife, Judith A. Greene****	Y	1.000000	1.712233	0.169399%	090000230000	Center	Carroll	0.169399%	0.122814%	0.042350%	0.004235%	0.000000%	0.000000%	0.000000%	104 Gallo Road NW	Carrollton	OH	44615
95	OH0050285-000 Consenting Working Interest	Linda Kovach	Y	1.000000	0.393000	0.038881%	090000394000	Center	Carroll	0.038881%	0.028189%	0.009720%	0.000972%	0.000000%	0.000000%	0.000000%	226 Gallo Road NW	Carrollton	OH	44615
96	OH035121-000 Consenting Working Interest	Jonathan T. Thompson, a single man****	Y	1.000000	0.285131	0.028209%	090000556000	Center	Carroll	0.028209%	0.020452%	0.007052%	0.000705%	0.000000%	0.000000%	0.000000%	1079 Long Street SE	Carrollton	OH	44615
97	OH042616-000 Consenting Working Interest	William R. Dycus	Y	0.500000	0.525454	0.051986%	090000180000	Center	Carroll	0.051986%	0.037690%	0.012996%	0.001300%	0.000000%	0.000000%	0.000000%	1564 Ottawa Avenue	Akron	OH	44305
97	OH042616-000 Consenting Working Interest	Jessica Menapace	Y	0.500000	0.525454	0.051986%	090000180000	Center	Carroll	0.051986%	0.037690%	0.012996%	0.001300%	0.000000%	0.000000%	0.000000%	8350 W Broadway Avenue, Upper Unit	Mineral City	OH	44656
98	OH005418-000 Consenting Working Interest	Linda Kovach	Y	1.000000	4.152705	0.410846%	090000393000	Center	Carroll	0.410846%	0.297864%	0.102712%	0.010271%	0.000000%	0.000000%	0.000000%	226 Gallo Road NW	Carrollton	OH	44615

NPRI = Non-Participating Royalty Interest

TOTAL NET LEASED ACRES:	695.580161	68.816969%
TOTAL UNIT ACRES:	1,010.768380	100.000000%

68.816969%	53.275151%	13.962228%	1.396223%	14.019147%	0.183367%	0.330599%
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\*\*\*\*Lease contains a non-conforming pooling provision

END OF EXHIBIT "A-2"

Exhibit A-3 All Unleased Mineral Owners in the proposed Kovach North Unit													
TRACT NUMBER	LEASE ID NUMBER	MINERAL OWNER	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY	ADDRESS	CITY	STATE	ZIP
3	Unleased Mineral Interest	Natalie K. Conrad	N	0.200000	0.197002	0.019490%	150000307000	Harrison	Carroll	6562 Hampsher Road	New Franklin	OH	44216
3	Unleased Mineral Interest	Lynette F. Fry	N	0.200000	0.197002	0.019490%	150000307000	Harrison	Carroll	8217 Old Canal Lane NW	Malvern	OH	44644
3	Unleased Mineral Interest	Amanda L. Goebeler	N	0.200000	0.197002	0.019490%	150000307000	Harrison	Carroll	1035 Andora Road NE	Carrollton	OH	44615
3	Unleased Mineral Interest	Lisa A Morgan	N	0.200000	0.197002	0.019490%	150000307000	Harrison	Carroll	10732 Maple Street	Minerva	OH	44657
3	Unleased Mineral Interest	Kathleen S. Whitmyer	N	0.200000	0.197002	0.019490%	150000307000	Harrison	Carroll	8151 April Road NE	Salineville	OH	43945
4	Unleased Mineral Interest	Jeffrey P. Bellamy and Sharon L. Bellamy, husband and wife, for their joint lives, remainder to the survivor of them	N	1.000000	7.722812	0.764054%	150000307001	Harrison	Carroll	401 Deerhaven Drive SW	Carrollton	OH	44615
5	Unleased Mineral Interest	Mark A. Boyce	N	1.000000	4.101587	0.405789%	150000307004	Harrison	Carroll	4264 Arrow Road NW	Carrollton	OH	44615
6	Unleased Mineral Interest	Daniel Scott Trvobich, Trustee of the Daniel Scott Trvobich Trust, dated September 9, 1999	N	1.000000	1.258586	0.124518%	150000460000	Harrison	Carroll	7222 Waynesburg Road NW	Waynesburg	OH	44688
7	Unleased Mineral Interest	Daniel Scott Trvobich, Trustee of the Daniel Scott Trvobich Trust, dated September 9, 1999	N	1.000000	7.013733	0.693901%	150000458000	Harrison	Carroll	7222 Waynesburg Road NW	Waynesburg	OH	44688
10	Unleased Mineral Interest	Gabe Shellenbarger	N	0.500000	2.193947	0.217057%	150000100008	Harrison	Carroll	3600 Clay Road NW	Dellroy	OH	44620
10	Unleased Mineral Interest	Kelby Wafler	N	0.500000	2.193947	0.217057%	150000100008	Harrison	Carroll	808 Hillview Avenue	Minerva	OH	44657
18	Unleased Mineral Interest	Danielle A. Fiddler and Daniel Hughes, for their joint lives, remainder to the survivor of them	N	1.000000	3.590973	0.355272%	150000382000	Harrison	Carroll	1180 Laramie Road NW	Carrollton	OH	44615
19	Unleased Mineral Interest	Norma L. O'Brien and Richard O'Brien, wife and husband, for their joint lives, remainder to the survivor of them	N	1.000000	0.220967	0.021861%	150000100001	Harrison	Carroll	1180 Laramie Road NW	Carrollton	OH	44615
20	Unleased Mineral Interest	Natalie Beth Cross	N	1.000000	11.671421	1.154708%	150000099000	Harrison	Carroll	5960 Longbrook Street SW	Massillon	OH	44646
22	Unleased Mineral Interest	Black Gold Holdings, LLC Attn: Kenneth J. Joseph	N	1.000000	9.543633	0.944196%	150000100000	Harrison	Carroll	7100 Whipple Avenue NW	North Canton	OH	44720
24	Unleased Mineral Interest	Charlene Black and Chad L. Stutler, for their joint lives, remainder to the survivor of them	N	1.000000	5.655787	0.559553%	150000100016	Harrison	Carroll	3092 Jasmine Road NW	Carrollton	OH	44615
25	Unleased Mineral Interest	Charlene Black and Chad L. Stutler, for their joint lives, remainder to the survivor of them	N	1.000000	5.643835	0.558371%	150000100015	Harrison	Carroll	3092 Jasmine Road NW	Carrollton	OH	44615
27	Unleased Mineral Interest	Charlene Black and Chad L. Stutler, for their joint lives, remainder to the survivor of them	N	1.000000	5.693917	0.563326%	150000100002	Harrison	Carroll	3092 Jasmine Road NW	Carrollton	OH	44615

Exhibit A-3 All Unleased Mineral Owners in the proposed Kovach North Unit													
TRACT NUMBER	LEASE ID NUMBER	MINERAL OWNER	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY	ADDRESS	CITY	STATE	ZIP
30	Unleased Mineral Interest	Lincoln Energy Partners V, LLC Attn: Jacob Coheley	N	1.000000	18.851197	1.865036%	150000099002	Harrison	Carroll	3400 S Broadway Avenue, Suite 100	Englewood	CO	80113
31	Unleased Mineral Interest	Lincoln Energy Partners V, LLC Attn: Jacob Coheley	N	1.000000	10.654777	1.054126%	150000100012	Harrison	Carroll	3400 S Broadway Avenue, Suite 100	Englewood	CO	80113
36	Unleased Mineral Interest	Charles McLean and Dorothy McLean, husband and wife, for their joint lives, remainder to the survivor of them	N	0.500000	31.102121	3.077077%	150000621000	Harrison	Carroll	3159 Canton Road NW	Carrollton	OH	44615
36	Unleased Mineral Interest	David N. McLean and Christine L. McLean, husband and wife, for their joint lives, remainder to the survivor of them	N	0.500000	31.102121	3.077077%	150000621000	Harrison	Carroll	3159 Canton Road NW	Carrollton	OH	44615
37	Unleased Mineral Interest	Charlene K. Black	N	0.500000	2.960816	0.292927%	150000762000	Harrison	Carroll	3092 Jasmine Road NW	Carrollton	OH	44615
37	Unleased Mineral Interest	Norman L. Stutler	N	0.500000	2.960816	0.292927%	150000762000	Harrison	Carroll	3092 Jasmine Road NW	Carrollton	OH	44615
39	Unleased Mineral Interest	Margaret R. Helm	N	1.000000	0.006933	0.000686%	150000622000	Harrison	Carroll	3111 Jasmine Rd NW	Carrollton	OH	44615
43B	Unleased Mineral Interest	Richard D. Wagner and Sharon K. Wagner, Co-Trustees of the Richard D. Wagner and Sharon K. Wagner Revocable Trust, dated March 24, 2020	N	1.000000	4.292858	0.424712%	150000219000	Harrison	Carroll	3083 Canton Road NW	Carrollton	OH	44615
46B	Unleased Mineral Interest	Kimberly J. Mills, a single woman	N	1.000000	0.723735	0.071602%	150000342003	Harrison	Carroll	355 Deerhaven Drive SW	Carrollton	OH	44615
				TOTAL UNLEASED ACRES:	170.145528	16.833286%							
				TOTAL UNIT ACRES:	1,010.768380								

END OF EXHIBIT "A-3"

## Exhibit A-4

## All Consenting Working Interest Owners in the proposed Kovach North Unit

TRACT NUMBER	CONSENTING WORKING INTEREST OWNER	ADDRESS	CITY	STATE	ZIP	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY
13	EAP Ohio, LLC Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	6.290151	0.622314%	150000100007	Harrison	Carroll
15	EAP Ohio, LLC Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	2.022611	0.200106%	150000769000	Harrison	Carroll
26	EAP Ohio, LLC Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	10.378678	1.026811%	150000100010	Harrison	Carroll
34	EAP Ohio, LLC Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	2.271554	0.224735%	150000761000	Harrison	Carroll
35	EAP Ohio, LLC Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	15.736571	1.556892%	150000762001	Harrison	Carroll
38	EAP Ohio, LLC Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	14.993643	1.483391%	150000762003	Harrison	Carroll
40	EAP Ohio, LLC Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.034134	0.003377%	150000762004	Harrison	Carroll
41A	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	5.850665	0.578833%	150000472000	Harrison	Carroll
41A	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	2.017471	0.199598%	150000472000	Harrison	Carroll
41A	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.201747	0.019960%	150000472000	Harrison	Carroll
41B	EAP Ohio, LLC Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	74.636117	7.384097%	150000472000	Harrison	Carroll
42	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	18.574141	1.837626%	150000305000	Harrison	Carroll
42	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	6.404876	0.633664%	150000305000	Harrison	Carroll
42	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.640488	0.063366%	150000305000	Harrison	Carroll
43A	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	6.059770	0.599521%	150000219000	Harrison	Carroll

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43A	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	2.089576	0.206731%	150000219000	Harrison	Carroll
43A	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.208958	0.020673%	150000219000	Harrison	Carroll
44	EAP Ohio, LLC (53.85%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	2.162656	0.213962%	150000272000	Harrison	Carroll
44	CGAS Appalachia, LLC (46.15%) Attn: Troy Valasek - OWS Acquisition Co LLC	1037 Lawnridge Dr NE	Bolivar	OH	44612	Y	1.000000	1.853418	0.183367%	150000272000	Harrison	Carroll
45	EAP Ohio, LLC Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.482227	0.047709%	150000473001	Harrison	Carroll
46A	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	2.177118	0.215392%	150000342003	Harrison	Carroll
46A	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.750730	0.074273%	150000342003	Harrison	Carroll
46A	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.075073	0.007427%	150000342003	Harrison	Carroll
47	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	3.756225	0.371621%	150000342002	Harrison	Carroll
47	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	1.295250	0.128145%	150000342002	Harrison	Carroll
47	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.129525	0.012815%	150000342002	Harrison	Carroll
48	EAP Ohio, LLC Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.215275	0.021298%	150000342001	Harrison	Carroll
49	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	6.283577	0.621663%	150000306000	Harrison	Carroll
49	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	2.166751	0.214367%	150000306000	Harrison	Carroll

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49	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.216675	0.021437%	150000306000	Harrison	Carroll
50	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	3.451000	0.341423%	150000306001	Harrison	Carroll
50	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	1.190000	0.117732%	150000306001	Harrison	Carroll
50	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.119000	0.011773%	150000306001	Harrison	Carroll
51	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	1.140425	0.112828%	150000342000	Harrison	Carroll
51	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.393250	0.038906%	150000342000	Harrison	Carroll
51	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.039325	0.003891%	150000342000	Harrison	Carroll
53	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.746750	0.073879%	150000443000	Harrison	Carroll
53	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.257500	0.025476%	150000443000	Harrison	Carroll
53	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.025750	0.002548%	150000443000	Harrison	Carroll
54	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.751100	0.074310%	150000171000	Harrison	Carroll
54	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.259000	0.025624%	150000171000	Harrison	Carroll
54	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.025900	0.002562%	150000171000	Harrison	Carroll
56	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	15.950000	1.578007%	150005142000	Harrison	Carroll

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56	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	5.500000	0.544140%	150005142000	Harrison	Carroll
56	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.550000	0.054414%	150005142000	Harrison	Carroll
57	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	7.257250	0.717993%	150005141000	Harrison	Carroll
57	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	2.502500	0.247584%	150005141000	Harrison	Carroll
57	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.250250	0.024758%	150005141000	Harrison	Carroll
58	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.797500	0.078900%	150004677000	Harrison	Carroll
58	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.275000	0.027207%	150004677000	Harrison	Carroll
58	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.027500	0.002721%	150004677000	Harrison	Carroll
59	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	18.377300	1.818151%	150005143000	Harrison	Carroll
59	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	6.337000	0.626949%	150005143000	Harrison	Carroll
59	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.633700	0.062695%	150005143000	Harrison	Carroll
60	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	16.965000	1.678426%	150000306005	Harrison	Carroll
60	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	5.850000	0.578768%	150000306005	Harrison	Carroll
60	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.585000	0.057877%	150000306005	Harrison	Carroll

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61	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	18.888548	1.868732%	150000306004	Harrison	Carroll
61	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	6.513292	0.644390%	150000306004	Harrison	Carroll
61	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.651329	0.064439%	150000306004	Harrison	Carroll
62	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	7.206100	0.712933%	150000304000	Harrison	Carroll
62	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	2.484862	0.245839%	150000304000	Harrison	Carroll
62	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.248486	0.024584%	150000304000	Harrison	Carroll
63	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	32.706976	3.235853%	150004678000	Harrison	Carroll
63	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	11.278268	1.115811%	150004678000	Harrison	Carroll
63	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	1.127827	0.111581%	150004678000	Harrison	Carroll
64	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.020811	0.002059%	150000335001	Harrison	Carroll
64	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.007176	0.000710%	150000335001	Harrison	Carroll
64	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.000718	0.000071%	150000335001	Harrison	Carroll
65	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	18.336475	1.814112%	150000306003	Harrison	Carroll
65	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	6.322923	0.625556%	150000306003	Harrison	Carroll

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65	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.632292	0.062556%	150000306003	Harrison	Carroll
66	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.321852	0.031842%	150000452000	Harrison	Carroll
66	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.110984	0.010980%	150000452000	Harrison	Carroll
66	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.011098	0.001098%	150000452000	Harrison	Carroll
69	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	20.789544	2.056806%	150000071000	Harrison	Carroll
69	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	7.168808	0.709243%	150000071000	Harrison	Carroll
69	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.716881	0.070924%	150000071000	Harrison	Carroll
71	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	40.002600	3.957643%	150000652000	Harrison	Carroll
71	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	13.794000	1.364704%	150000652000	Harrison	Carroll
71	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	1.379400	0.136470%	150000652000	Harrison	Carroll
72	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.042187	0.004174%	150000371000	Harrison	Carroll
72	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.014547	0.001439%	150000371000	Harrison	Carroll
72	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.001455	0.000144%	150000371000	Harrison	Carroll
73	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	1.066681	0.105532%	150000372000	Harrison	Carroll

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73	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.367821	0.036390%	150000372000	Harrison	Carroll
73	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.036782	0.003639%	150000372000	Harrison	Carroll
79	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	22.403093	2.216442%	150000426013	Harrison	Carroll
79	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	7.725205	0.764290%	150000426013	Harrison	Carroll
79	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.772520	0.076429%	150000426013	Harrison	Carroll
80	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	71.992500	7.122552%	150000686000	Harrison	Carroll
80	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	24.825000	2.456052%	150000686000	Harrison	Carroll
80	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	2.482500	0.245605%	150000686000	Harrison	Carroll
83	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	7.822674	0.773933%	150000426003	Harrison	Carroll
83	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	2.697474	0.266874%	150000426003	Harrison	Carroll
83	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.269747	0.026687%	150000426003	Harrison	Carroll
85	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	5.249755	0.519383%	150000426016	Harrison	Carroll
85	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	1.810260	0.179097%	150000426016	Harrison	Carroll
85	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.181026	0.017910%	150000426016	Harrison	Carroll

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87	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	1.435500	0.142021%	150000747000	Harrison	Carroll
87	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.495000	0.048973%	150000747000	Harrison	Carroll
87	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.049500	0.004897%	150000747000	Harrison	Carroll
88	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.783000	0.077466%	150000640000	Harrison	Carroll
88	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.270000	0.026712%	150000640000	Harrison	Carroll
88	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.027000	0.002671%	150000640000	Harrison	Carroll
89	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.451675	0.044686%	150000748000	Harrison	Carroll
89	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.155750	0.015409%	150000748000	Harrison	Carroll
89	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.015575	0.001541%	150000748000	Harrison	Carroll
90	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	2.750486	0.272118%	150005110001	Harrison	Carroll
90	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.948444	0.093834%	150005110001	Harrison	Carroll
90	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.094844	0.009383%	150005110001	Harrison	Carroll
91	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	7.550837	0.747039%	090000392000	Center	Carroll
91	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	2.603737	0.257600%	090000392000	Center	Carroll

## Exhibit A-4

## All Consenting Working Interest Owners in the proposed Kovach North Unit

TRACT NUMBER	CONSENTING WORKING INTEREST OWNER	ADDRESS	CITY	STATE	ZIP	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY
91	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.260374	0.025760%	090000392000	Center	Carroll
92	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.150174	0.014857%	150000746000	Harrison	Carroll
92	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.051784	0.005123%	150000746000	Harrison	Carroll
92	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.005178	0.000512%	150000746000	Harrison	Carroll
93	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	35.649844	3.527004%	090000392001	Center	Carroll
93	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	12.293050	1.216208%	090000392001	Center	Carroll
93	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	1.229305	0.121621%	090000392001	Center	Carroll
94	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	1.241369	0.122814%	090000230000	Center	Carroll
94	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.428058	0.042350%	090000230000	Center	Carroll
94	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.042806	0.004235%	090000230000	Center	Carroll
95	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.284925	0.028189%	090000394000	Center	Carroll
95	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.098250	0.009720%	090000394000	Center	Carroll
95	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbott CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.009825	0.000972%	090000394000	Center	Carroll
96	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.206720	0.020452%	090000556000	Center	Carroll

## Exhibit A-4

## All Consenting Working Interest Owners in the proposed Kovach North Unit

TRACT NUMBER	CONSENTING WORKING INTEREST OWNER	ADDRESS	CITY	STATE	ZIP	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY
96	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.071283	0.007052%	090000556000	Center	Carroll
96	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.007128	0.000705%	090000556000	Center	Carroll
97	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	0.761908	0.075379%	090000180000	Center	Carroll
97	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	0.262727	0.025993%	090000180000	Center	Carroll
97	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.026273	0.002599%	090000180000	Center	Carroll
98	EAP Ohio, LLC (72.5%) Attn: Cullen D. Amend	5847 San Felipe Street, Suite 400	Houston	TX	77057	Y	1.000000	3.010711	0.297864%	090000393000	Center	Carroll
98	Riverbend Oil & Gas VI-B, LLC (25%) Attn: Randy Newcomer	1200 Smith Street, Suite 1950	Houston	TX	77002	Y	1.000000	1.038176	0.102712%	090000393000	Center	Carroll
98	Jamestown Resources, LLC (2.5%) Attn: Shilpa Abbitt CEO - Caliber Resources Partners, LLC	6301 Waterford Blvd, Ste 215	Oklahoma City	OK	73118	Y	1.000000	0.103818	0.010271%	090000393000	Center	Carroll

TOTAL CONSENTING ACRES:	695.580161	68.816969%
TOTAL UNIT ACRES:	1,010.768380	

END OF EXHIBIT "A-4"

## Exhibit A-5

## All Non-Consenting Working Interest Owners in the proposed Kovach North Unit

TRACT NUMBER	NON-CONSENTING WORKING INTEREST OWNER	ADDRESS	CITY	STATE	ZIP	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY
1	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	10.997060	1.087990%	150000126000	Harrison	Carroll
2	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	0.500000	6.569378	0.649939%	150000307003	Harrison	Carroll
2	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	0.500000	6.569378	0.649939%	150000307003	Harrison	Carroll
8	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	13.475040	1.333148%	150000769001	Harrison	Carroll
9	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	5.341441	0.528454%	150000100006	Harrison	Carroll
11	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	5.060146	0.500624%	150000100009	Harrison	Carroll
12	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	15.029420	1.486930%	150000100004	Harrison	Carroll
14	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	5.001000	0.494772%	150000100003	Harrison	Carroll
16	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	0.666667	0.245058	0.024245%	150000317001	Harrison	Carroll
16	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	0.333333	0.122529	0.012122%	150000317001	Harrison	Carroll
17	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	5.176770	0.512162%	150000100005	Harrison	Carroll
21	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	3.847725	0.380673%	150000768000	Harrison	Carroll
23	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	7.290859	0.721318%	150000100014	Harrison	Carroll
28	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	7.445763	0.736644%	150000100011	Harrison	Carroll
29	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	10.008561	0.990193%	150000100013	Harrison	Carroll
32	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	0.500000	0.078897	0.007806%	150000099001	Harrison	Carroll
32	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	0.500000	0.078897	0.007806%	150000099001	Harrison	Carroll

## Exhibit A-5

## All Non-Consenting Working Interest Owners in the proposed Kovach North Unit

TRACT NUMBER	NON-CONSENTING WORKING INTEREST OWNER	ADDRESS	CITY	STATE	ZIP	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY
33	Ironhead Resources II, LLC Attn: Chris Rountree	P.O. Box 190	Cambridge	OH	43725	Y	1.000000	3.341589	0.330599%	150000762002	Harrison	Carroll
52	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	0.469040	0.046404%	150000863002	Harrison	Carroll
55	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	0.875000	0.086568%	150000537000	Harrison	Carroll
67	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	0.039649	0.003923%	150000453000	Harrison	Carroll
68	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	0.420698	0.041622%	150000019000	Harrison	Carroll
70	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	0.305433	0.030218%	150000651000	Harrison	Carroll
74	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	2.113431	0.209092%	150000652001	Harrison	Carroll
75	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	0.922661	0.091283%	150000693000	Harrison	Carroll
76	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	0.035080	0.003471%	150000692000	Harrison	Carroll
77	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	0.252998	0.025030%	150000691000	Harrison	Carroll
78	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	7.702750	0.762069%	150000259000	Harrison	Carroll
81	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	1.105222	0.109345%	150000555001	Harrison	Carroll
82	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	18.886300	1.868509%	150000502000	Harrison	Carroll
84	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	1.770532	0.175167%	150000141000	Harrison	Carroll
86	INR Ohio, LLC Attn: Britney A. Crookshanks	2605 Cranberry Square	Morgantown	WV	26508	Y	1.000000	4.464385	0.441682%	150000502001	Harrison	Carroll

TOTAL NON-CONSENTING ACRES:	145.042691	14.349746%
TOTAL UNIT ACRES:	1,010.76380	

END OF EXHIBIT "A-5"

Exhibit A-6

All parcels subject to potential ownership claim or Ownership Litigation in the proposed Kovach North Unit  
Parties listed for Notice Purposes pursuant to the Division's Unitization Application Procedural Guidelines

TRACT NUMBER	OWNERSHIP DISPUTE PARTIES	ADDRESS	CITY	STATE	ZIP	LEASED Y/N	DECIMAL INTEREST IN TRACT	SURFACE ACRES IN UNIT	TRACT PARTICIPATION IN UNIT	TAX MAP PARCEL ID	TOWNSHIP	COUNTY
NONE												

TOTAL ACRES OF PENDING OR POTENTIAL OWNERSHIP:	0.000000	0.000000%
TOTAL UNIT ACRES:	1,010.768380	

END OF EXHIBIT "A-6"

EXHIBIT "B"

Attached to and made a part of that certain Unit Operating Agreement  
dated July 7, 2022 for the Kovach North Unit.

**PAID-UP**

**OIL & GAS LEASE**

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

04/10 - OH

This Lease made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:  
\_\_\_\_\_, of \_\_\_\_\_,

hereinafter collectively called "Lessor," and **EAP Ohio, LLC**, a Delaware limited liability company, 5847 San Felipe Street, Suite 400, Houston, TX 77057, hereinafter called "Lessee."

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

**LEASING CLAUSE.** Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from neighboring lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface for a wellbore or wellbores to drill across, through and under the Leasehold.

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

Township: \_\_\_\_\_, Range: \_\_\_\_\_  
Section \_\_\_\_\_: Tax Parcel No.: \_\_\_\_\_, Containing \_\_\_\_\_ acres

and is bounded formerly or currently as follows:

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

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

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

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

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

NO AUTOMATIC TERMINATION OR FORFEITURE.

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

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

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

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

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

1. OIL: To deliver to the credit of Lessor a Royalty equal to fifteen percent (15%) of the net revenue realized by Lessee for all oil and any constituents thereof produced and marketed from the Leasehold, less the cost to transport, handle, separate, meter, treat, process and market the oil.

2. GAS: To pay Lessor an amount equal to fifteen percent (15%) of the net revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, gather, dehydrate, compress, market, meter, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) DELAY IN MARKETING: In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (such as hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

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

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

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

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

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

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

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

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

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

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

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

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

Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

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

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

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

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

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

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

TITLE CURATIVE. Lessor agrees to execute affidavits, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this lease.

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

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

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure.

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

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

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

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

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

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

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

Document prepared by: **EAP Ohio, LLC**, a Delaware limited liability company, 5847 San Felipe Street, Suite 400, Houston, TX 77057

#### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:  
 )

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

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

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

#### CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:  
 )

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

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

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

Recorder: Return to **EAP Ohio, LLC**, a Delaware limited liability company, 5847 San Felipe Street, Suite 400, Houston, TX 77057.

## **EXHIBIT "C"**

Attached to and made a part of that certain Unit Operating Agreement dated July 7, 2022 for the Kovach North Unit.

# ACCOUNTING PROCEDURE JOINT OPERATIONS

## I. GENERAL PROVISIONS

## 1. Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the Parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators

"First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.

"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.

"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.  
"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall mean Material which at the time is so classified in the

most recently recommended by the Council or Petroleum Accountants Societies.

## 2. Statement and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all charges and credits summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail.

### 3. Advances and Payments by Non-Operators

A. Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the billing or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

B. Each Non-Operator shall pay its proportion of all bills within / ~~fifteen (15)~~ thirty (30) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the greater rate of prime plus 2% or at the rate of 12% per annum, compounded monthly, on the first day of the month in which delinquency occurs or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

thirty (30)  
Operator may, at its option, choose to substitute other penalties described elsewhere in this Agreement for failure to pay bills within the / fifteen (15) day time frame described above.

#### 4. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided, however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of Controllable Material as provided for in Section V.

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5. **Audits**

1 A. A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit  
2 Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four  
3 (24) month period following the end of such calendar year; provided, however, the making of an audit shall not  
4 extend the time for the taking of written exception to and the adjustments of accounts as provided for in  
5 Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make  
6 every reasonable effort to conduct a joint audit in a manner which will result in a minimum of inconvenience  
7 to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this  
8 paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year  
9 without prior approval of Operator, except upon the resignation or removal of the Operator, and shall be made  
10 at the expense of those Non-Operators approving such audit.

12 B. The Operator shall reply in writing to an audit report within 180 days after receipt of such report.

14 6. **Approval By Non-Operators**

16 Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this  
17 Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no  
18 contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the  
19 agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

22 **II. DIRECT CHARGES**

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

26 1. **Ecological and Environmental**

28 Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy  
29 environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or  
30 archaeological nature and pollution control procedures as required by applicable laws and regulations.

32 2. **Rentals and Royalties**

34 Lease rentals and royalties paid by Operator for the Joint Operations.

36 3. **Labor**

37 **and/or consultants**

38 A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of  
39 Joint Operations.

41 (2) Salaries of First level Supervisors in the field.

42 **and/or consultants**

43 (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are  
44 excluded from the overhead rates.

45 **and/or consultants**

46 (4) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly  
47 employed in the operation or the Joint Property if such charges are excluded from the overhead rates.

49 B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to  
50 employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II.  
51 Such costs under this Paragraph 3B may be charged on a "when and as paid basis" or by "percentage assessment"  
52 on the amount of salaries and wages chargeable to the Joint Account under Paragraph 3A of this Section II. If  
53 percentage assessment is used, the rate shall be based on the Operator's cost experience.

55 C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are  
56 applicable to Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II.

58 D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under  
59 Paragraphs 3A and 3B of this Section II.

61 4. **Employee Benefits**

63 Operator's current costs or established plans for employees' group life insurance, hospitalization, pension, retirement,  
64 stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the  
65 Joint Account under Paragraphs 3A and 3B of this Section II shall be Operator's actual cost not to exceed the percent  
66 most recently recommended by the Council of Petroleum Accountants Societies.

5. **Material**

1  
2 Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such  
3 Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is  
4 reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be  
5 avoided.

6. **Transportation**

7 Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

- 8  
9  
10 A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be  
11 made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like  
12 material is normally available or railway receiving point nearest the Joint Property unless agreed to by the Parties.  
13  
14 B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint  
15 Account for a distance greater than the distance to the nearest reliable supply store where like material is normally  
16 available, or railway receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be  
17 made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the  
18 Parties.  
19  
20 C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is  
21 available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the  
22 amount most recently recommended by the Council of Petroleum Accountants Societies.  
23  
24

25. **Services**

26 The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph  
27 10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract  
28 services of technical personnel directly engaged on the Joint Property if such charges are excluded from the overhead  
29 rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the  
30 Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.  
31  
32

33. **Equipment and Facilities Furnished By Operator**

- 34  
35 A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate  
36 with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating  
37 expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to  
38 exceed ten percent (10 %) per annum. Such rates shall not exceed average commercial  
39 rates currently prevailing in the immediate area of the Joint Property.  
40  
41 B. In lieu of charges in Paragraph 8A above, Operator may elect to use average commercial rates prevailing in the  
42 immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates  
43 published by the Petroleum Motor Transport Association.  
44

45. **Damages and Losses to Joint Property**

46 All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or  
47 losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross  
48 negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as  
49 soon as practicable after a report thereof has been received by Operator.  
50  
51

52. **Legal Expense**

53 title and regulatory work,  
54 Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and  
55 amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to  
56 protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of  
57 outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be  
58 covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section  
59 I, Paragraph 3.

60. **Taxes**

61 All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof,  
62 or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad  
63 valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then  
64 notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties  
65 hereto in accordance with the tax value generated by each party's working interest.  
66  
67  
68  
69  
70

12. **Insurance**

1 Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the  
2 event Joint Operations are conducted in a state in which Operator may act as self-insurer for Worker's Compensation  
3 and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-  
4 insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.  
5

6 **13. Abandonment and Reclamation**

7 Costs incurred for abandonment of the Joint Property, including costs required by governmental or other regulatory  
8 authority.  
9

10 **14. Communications**

11 Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems, including radio and  
12 microwave facilities directly serving the Joint Property. In the event communication facilities/systems serving the Joint  
13 Property are Operator owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section II.  
14

15. **Other Expenditures**

16 **The cost of Operator's Field Offices not covered in Section III, or any**

17 Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III and which  
18 is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint  
19 Operations.  
20

21 **III. OVERHEAD**

22 **1. Overhead - Drilling and Producing Operations**

23 i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge  
24 drilling and producing operations on either:

- 25 (  ) Fixed Rate Basis, Paragraph 1A, or  
26 (  ) Percentage Basis, Paragraph 1B

27 Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and  
28 salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under  
29 Paragraph 3A, Section II. The cost and expense of services from outside sources in connection with matters of  
30 taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in  
31 the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are  
32 agreed to by the Parties as a direct charge to the Joint Account.  
33

34 ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant  
35 services and contract services of technical personnel directly employed on the Joint Property:  
36

- 37 (  ) shall be covered by the overhead rates, or  
38 (  ) shall not be covered by the overhead rates.  
39

40 iii. The salaries, wages and Personal Expenses of Technical Employees and/or costs of professional consultant services  
41 and contract services of technical personnel either temporarily or permanently assigned to and directly employed in  
42 the operation of the Joint Property:  
43

- 44 (  ) shall be covered by the overhead rates, or  
45 (  ) shall not be covered by the overhead rates.  
46

47 A. Overhead - Fixed Rate Basis

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

49 Drilling Well Rate \$ 19,059.34  
50 (Prorated for less than a full month)

51 Producing Well Rate \$ 1,905.93

52 (2) Application of Overhead - Fixed Rate Basis shall be as follows:

53 (a) Drilling Well Rate

54 location work begins

55 (1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date  
56 the drilling rig, completion rig, or other units used in completion of the well is released, whichever

is later, except that no charge shall be made during suspension of drilling or completion operations for fifteen (15) or more consecutive calendar days.

1  
2 (2) Charges for wells undergoing any type of workover or recompletion for a period of five (5)  
3 consecutive work days or more shall be made at the drilling well rate. Such charges shall be  
4 applied for the period from date workover operations, with rig or other units used in workover,  
5 commence through date of rig or other unit release, except that no charge shall be made during  
6 suspension of operations for fifteen (15) or more consecutive calendar days.  
7

8 (b) Producing Well Rates  
9

10 (1) An active well either produced or injected into for any portion of the month shall be considered as  
11 a one-well charge for the entire month.  
12

13 (2) Each active completion in a multi-completed well in which production is not commingled down  
14 hole shall be considered as a one-well charge providing each completion is considered a separate  
15 well by the governing regulatory authority.  
16

17 (3) An inactive gas well shut in because of overproduction or failure of purchaser to take the  
18 production shall be considered as a one-well charge providing the gas well is directly connected to  
19 a permanent sales outlet.  
20

21 (4) A one-well charge shall be made for the month in which plugging and abandonment operations  
22 are completed on any well. This one-well charge shall be made whether or not the well has  
23 produced except when drilling well rate applies.  
24

25 (5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease  
26 allowable, transferred allowable, etc.) shall not qualify for an overhead charge.  
27

28 (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the  
29 agreement to which this Accounting Procedure is attached by the percent increase or decrease published by COPAS. The adjustment shall be computed by multiplying  
30 the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude  
31 Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as  
32 shown by the index of average weekly earnings of Crude Petroleum and Gas Production Workers as approved and recorded by COPAS.  
33 published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as  
34 published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or  
35 minus the computed adjustment.  
36

37 B. Overhead Percentage Basis  
38

39 (1) Operator shall charge the Joint Account at the following rates:  
40

41 (a) Development  
42

43 Percent (\_\_\_\_\_%) of the cost of development of the Joint Property exclusive of costs  
44 provided under Paragraph 10 of Section II and all salvage credits.  
45

46 (b) Operating  
47

48 Percent (\_\_\_\_\_%) of the cost of operating the Joint Property exclusive of costs provided  
49 under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased  
50 for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the  
51 mineral interest in and to the Joint Property.  
52

53 (2) Application of Overhead Percentage Basis shall be as follows:  
54

55 For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III,  
56 development shall include all costs in connection with drilling, redrilling, deepening, or any remedial  
57 operations on any or all wells involving the use of drilling rig and crew capable of drilling to the producing  
58 interval on the Joint Property; also, preliminary expenditures necessary in preparation for drilling and  
59 expenditures incurred in abandoning when the well is not completed as a producer, and original cost of  
60 construction or installation of fixed assets, the expansion of fixed assets and any other project clearly  
61 discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other  
62 costs shall be considered as operating.  
63

64 2. Overhead - Major Construction  
65

66 To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of  
67 fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the  
68 Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint  
69 Account for overhead based on the following rates for any Major Construction project in excess of \$ 50,000.00:  
70

A. 5.0 % of first \$100,000 or total cost if less, plus

1           B. 3.0 % of costs in excess of \$100,000 but less than \$1,000,000, plus

2           C. 2.0 % of costs in excess of \$1,000,000.

3           Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single  
4           project shall not be treated separately and the cost of drilling and workover wells and artificial lift equipment shall be  
5           excluded.

6           **3. Catastrophe Overhead**

7           To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due  
8           to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are  
9           necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the  
10           expenditures, Operator shall either negotiate a rate prior to charging the Joint Account or shall charge the Joint Account  
11           for overhead based on the following rates:

12           A. 5.0 % of total costs through \$100,000; plus

13           B. 3.0 % of total costs in excess of \$100,000 but less than \$1,000,000; plus

14           C. 2.0 % of total costs in excess of \$1,000,000.

15           Expenditures subject to the overheads above will not be reduced by insurance recoveries, and no other overhead  
16           provisions of this Section III shall apply.

17           **4. Amendment of Rates**

18           The overhead rates provided for in this Section III may be amended from time to time only by mutual agreement  
19           between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

20           **IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS**

21           Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all Material  
22           movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at  
23           Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or  
24           surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to  
25           outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition  
26           A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.

27           **1. Purchases**

28           Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of  
29           Material found to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account  
30           when adjustment has been received by the Operator.

31           **2. Transfers and Dispositions**

32           Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator,  
33           unless otherwise agreed to by the Parties, shall be priced on the following basis exclusive of cash discounts:

34           A. New Material (Condition A)

35           (1) Tubular Goods Other than Line Pipe

36           (a) Tubular goods, sized 2 3/8 inches OD and larger, except line pipe, shall be priced at Eastern mill  
37           published carload base prices effective as of date of movement plus transportation cost using the 80,000  
38           pound carload weight basis to the railway receiving point nearest the Joint Property for which  
39           published rail rates for tubular goods exist. If the 80,000 pound rail rate is not offered, the 70,000 pound  
40           or 90,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio  
41           and casing from Youngstown, Ohio.

42           (b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus  
43           transportation cost from that mill to the railway receiving point nearest the Joint Property as provided  
44           above in Paragraph 2.A.(1)(a). For transportation cost from points other than Eastern mills, the 30,000

pound Oil Field Haulers Association interstate truck rate shall be used.

- (c) Special end finish tubular goods shall be priced at the lowest published out-of-stock price, f.o.b. Houston, Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate, to the railway receiving point nearest the Joint Property.
  - (d) Macaroni tubing (size less than 2 3/8 inch OD) shall be priced at the lowest published out-of-stock prices f.o.b. the supplier plus transportation costs, using the Oil Field Haulers Association interstate truck rate per weight of tubing transferred, to the railway receiving point nearest the Joint Property.

Line Pipe

  - (a) Line pipe movements (except size 24 inch OD and larger with walls 3/4 inch and over) 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph A.(l)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.
  - (b) Line Pipe movements (except size 24 inch OD) and larger with walls 3/4 inch and over) less than 30,000 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment, / plus 20 percent, plus transportation costs based on freight rates as set forth under provisions of tubular goods pricing in Paragraph A.(l)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.
  - (c) Line pipe 24 inch OD and over and 3/4 inch wall and larger shall be priced f.o.b. the point of manufacture at current new published prices plus transportation cost to the railway receiving point nearest the Joint Property.
  - (d) Line pipe, including fabricated line pipe, drive pipe and conduit not listed on published price lists shall be priced at quoted prices plus freight to the railway receiving point nearest the Joint Property or at prices agreed to by the Parties.

B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning

- (1) Material moved to the Joint Property

At seventy-five percent (75%) of current new price, as determined by Paragraph A.

- (2) Material used on and moved from the Joint Property

- (a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as new Material or
  - (b) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was

- (3) Material not used on and moved from the Joint Property

At seventy-five percent (75%) of current new price as determined by Paragraph A.

The cost of reconditioning, if any, shall be absorbed by the transferring property

### C. Other Used Material

- ### (1) Condition C

Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph A. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

1 (2) Condition D

2 Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose  
3 shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material  
4 under procedures normally used by Operator without prior approval of Non-Operators.

5 (a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe  
6 of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be  
7 priced at used line pipe prices.

8 (b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g.  
9 power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe.  
10 Upset tubular goods shall be priced on a non upset basis.

11 (3) Condition E

12 Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under  
13 procedures normally utilized by Operator without prior approval of Non-Operators.

14 D. Obsolete Material

15 Material which is serviceable and usable for its original function but condition and/or value of such Material  
16 is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by  
17 the Parties. Such price should result in the Joint Account being charged with the value of the service  
18 rendered by such Material.

19 E. Pricing Conditions

20 (1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢)  
21 per hundred weight on all tubular goods movements, in lieu of actual loading or unloading costs  
22 sustained at the stocking point. The above rate shall be adjusted as of the first day of April each year  
23 following January 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in  
24 Section III, Paragraph 1.A.(3). Each year, the rate calculated shall be rounded to the nearest cent and  
25 shall be the rate in effect until the first day of April next year. Such rate shall be published each year  
26 by the Council of Petroleum Accountants Societies.

27 (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down  
28 price of new Material.

29 3. Premium Prices

30 Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other  
31 unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required  
32 Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it  
33 to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing  
34 Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within  
35 ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use  
36 and acceptable to Operator.

37 4. Warranty of Material Furnished By Operator

38 Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint  
39 Account until adjustment has been received by Operator from the manufacturers or their agents.

40 V. INVENTORIES

41 The Operator shall maintain detailed records of Controllable Material.

42 1. Periodic Inventories, Notice and Representation

43 At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice  
44 of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that  
45 Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an  
46 inventory shall bind Non-Operators to accept the inventory taken by Operator.

47 2. Reconciliation and Adjustment of Inventories

48 Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six  
49 months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for

overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.

1       3. **Special Inventories**

2  
3       Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint  
4       Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of  
5       interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory. In cases  
6       involving a change of Operator, all Parties shall be governed by such inventory.

7  
8       4. **Expense of Conducting Inventories**

9  
10      A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the  
11       Parties.

12  
13      B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except  
14       inventories required due to change of Operator shall be charged to the Joint Account.

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## EXHIBIT "D"

Attached to and made a part of that certain Unit Operating Agreement  
dated July 7, 2022 for the Kovach North Unit.

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

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

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

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

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

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

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

End of Exhibit "D"

## EXHIBIT "E"

Attached to and made a part of that certain Unit Operating Agreement  
dated July 7, 2022 for the Kovach North Unit

### **Gas Balancing Agreement**

#### **I. DEFINITIONS:**

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

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

purchaser) than if such party were in Balance.

## II. APPLICATION OF THIS AGREEMENT

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

## III. OVERPRODUCTION

### A. Right to Take All Gas Produced

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

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

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

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

### C. Credit For Gas in Storage

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

## IV. RIGHT OF UNDERPRODUCED PARTY TO MAKE UP PRODUCTION

Any Underproduced party may commence making up its underproduction provided it has

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

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

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

## V. MONTHLY DATA AND STATEMENTS TO BE PROVIDED

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

## VI. PAYMENT OF ROYALTIES AND PRODUCTION TAXES

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

## VII. CASH SETTLEMENTS

### A. Events Occasioning Cash Settlements

A cash settlement of any imbalance of Gas production: (i) shall be made when production from a Gas Well permanently ceases or the Operating Agreement otherwise terminates (each being referred to herein as "Termination"); and (ii) shall be made by an Overproduced party at the request and option of any Underproduced party or parties upon the sale, transfer, assignment, mortgage or other disposition to an unaffiliated entity (herein individually or collectively referred to as a "Transfer"), by an Overproduced party of all or any portion of its Percentage Ownership in any Gas Well unless (x) the Transfer documentation clearly provides that the assignee has expressly assumed the gas balance position of, and the liability for gas imbalances from, the assignor, and (y) the assignee is not a known credit risk and the assignor has provided to the other parties evidence of the creditworthiness of assignee prior to the date that the applicable Transfer becomes effective taking into account the potential liability associated with the applicable gas imbalance. (A cash settlement

pursuant to clause (ii) above may hereinafter be referred to as an "Optional Cash Settlement".) The parties acknowledge that a cash settlement may be made on more than one occasion pursuant to the terms of this GBA.

B. Notification of Proposed Transfer By Overproduced Party

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

C. Quantity of Gas

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

D. Pricing

1. For Overproduction Sold

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

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

In the event sales by the Overproduced party were made to an Affiliate and the price paid by such Affiliate was less than the prevailing market price in the area of the Well at the time of the sale, then

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

## 2. For Overproduction Taken or Utilized and Not Sold

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

## 3. Proceeds for Liquefiable Hydrocarbons Not Included

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

# E. Calculation, Collection and Distribution of Payments

## 1. For Cash Settlements at Termination

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

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

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

In the event of a request for an Optional Cash Settlement by an Underproduced party pursuant to Article VII.A.(ii) from an Overproduced party who wishes to Transfer all or a portion of its Percentage Ownership, within twenty (20) working days after receipt of Operator's Interim Quantity Statement, the Overproduced party from whom cash settlement is sought shall provide to Operator a statement showing the price received for its overproduction on a monthly basis. Within ten (10) working days after receipt of such pricing information, Operator shall: (a) calculate the total amount due and owing by the Overproduced party and the total amount to be received by each Underproduced party requesting cash settlement based on the "FIFO" accounting method; and (b) provide the

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

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

### 3. Procedures Applicable to All Cash Settlements

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

### 4. Amount Subject to Refund May Be Withheld.

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

### F. Operator's Liability

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

## VIII. OPERATING EXPENSES

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

## IX. DELIVERABILITY TESTS

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

## X. NOMINATIONS

For each party wishing to sell, utilize or dispose of Gas from a Gas Well subject to this GBA,

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

## XI. TERM

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

## XII. SUCCESSORS AND ASSIGNS

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

## XIII. AUDITS

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

## XIV. MISCELLANEOUS

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

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

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

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

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

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

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

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

the Operating Agreement, in which event the Operating Agreement shall govern.

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

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

End of Exhibit "E"

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

In re the Matter of the Application of :  
EAP Ohio, LLC for Unit Operation :  
: :  
Kovach North Unit :

---

**PREPARED TESTIMONY OF RANDY DANIELS  
ON BEHALF OF EAP OHIO, LLC**

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Attorney for Applicant,  
EAP Ohio, LLC

Exhibit 3

## **PREPARED DIRECT TESTIMONY OF RANDY DANIELS**

## 1 INTRODUCTION.

2 Q1. Please state your name and business address.

3 A1. My name is Randy Daniels and my business address is 5847 San Felipe Street, Suite  
4 400, Houston, Texas 77057.

5      **Q2. Who is your employer?**

6 A2. Encino Energy, LLC (“Encino”). Encino is the parent company of EAP Ohio, LLC  
7 (“EAP”), the applicant.

### 8 Q3. What is your position with Encino?

9 A3. I am the Operations Geology Manager with Encino's Drilling and Completions Unit.

10 Q4. Please describe your professional responsibilities at Encino.

11 A4. My general responsibilities include using geological data sets to help optimize well  
12 performance, evaluating prospects in different formations within the Appalachian  
13 Basin, well planning, and the real time monitoring of our horizontal drilling to ensure  
14 accurate wellbore placement of each well.

15 **Q5. Starting with college, would you describe your education background?**

16 A5. I have a Bachelor of Science Degree in Geology from the University of Houston  
17 (2008) and a Master of Science Degree in Geology from the University of Houston  
18 (2010).

19 Q6. Would you briefly describe your professional experience?

20 A6. I have over 11 years of petroleum industry experience as a Geologist with my first 8  
21 years being spent at Marathon Oil Company. At Marathon, I worked multiple basins  
22 across the lower 48 states including the Anadarko, Eagle Ford, Delaware, and  
23 Williston basins. I joined Encino in October 2018 as the Operations Geology  
24 Manager where I lead a team in well planning and geosteering operations.

25 Q7. Are you a member of any professional associations?

26 A7. Yes. I am an active member of the AAPG (American Association of Petroleum  
27 Geologists).

28 **Q8. Are you familiar with EAP's Application for Unit Operations with respect to the**  
29 **Kovach North Unit?**

30 A8. Yes.

1       **Q9. Could you please describe the Kovach North Unit, in terms of its general**  
2       **location, surface acreage, and subsurface depth?**

3       A9. The Kovach North Unit consists of ninety-eight (98) separate tracts of land totaling  
4       approximately 1,010.768380 acres in Carroll County, Ohio. Exhibit RD-1 to the  
5       Application shows the geographical location of the proposed unit in Carroll County  
6       and in relation to surrounding counties. The Unitized Formation described in the  
7       Application is the subsurface portion of the Kovach North Unit at a depth located  
8       from 50' above the top of the Utica shale, to 50' below the base of the Point Pleasant  
9       interval.

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

11      **Q10. In geological terms, what does “pool” mean in connection with unitization?**

12      A10. A pool is generally understood to be a common source of supply of hydrocarbons in  
13       pores of a rock that yields production on drilling and completion.

14      **Q11. Ohio Revised Code § 1509.01(E) defines the term “pool” as follows: “Pool”**  
15       **means an underground reservoir containing a common accumulation of oil or**  
16       **gas, or both, but does not include a gas storage reservoir. Each zone of a**  
17       **geological structure that is completely separated from any other zone in the**  
18       **same structure may contain a separate pool.” Does this definition of “pool”**  
19       **apply to the Unitized Formation underlying the proposed Kovach North Unit?**

20      A11. Yes. Because it is part of a larger hydrocarbon pool, an equal accumulation of  
21       hydrocarbons is expected to be in place throughout the Unitized Formation  
22       underlying the Kovach North Unit. Furthermore, the hydrocarbon pool would extend  
23       beyond the currently defined unit boundaries in each direction, North, South, East,  
24       and West. Interpretation of data indicates that the Unitized Formation has consistent  
25       characteristics across the Kovach North Unit. Geological mapping suggests that the  
26       Unitized Formation constitutes a common source of supply, meaning any portion of  
27       the Kovach North Unit would be geologically equivalent to another portion of the  
28       Kovach North Unit. Stated another way, the formation shows very similar traits from  
29       one well location to the next, which suggests the production is likely to be similar  
30       from all wells drilled in the unit. Therefore, the Unitized Formation underlying the  
31       Kovach North Unit qualifies as part of a pool.

1       **Q12. Generally speaking, what sources of data does EAP review and analyze in order**  
2           **to assess the geologic characteristics of a potential shale play?**

3       A12. Wireline well log data and core data when available. Both public and proprietary  
4           logs and core are analyzed by EAP petrophysicists and geologists.

5       **Q13. How is this data obtained, and what is it meant to show about the formation?**

6       A13. EAP geologists used public well logs, well logs acquired from Chesapeake Energy,  
7           and well logs from recently drilled EAP wells to pick rock formation tops across the  
8           basin. After picking formation/interval tops, such as the Queenston shale, Utica  
9           shale, Point Pleasant interval, and Trenton Limestone, maps are made to show the  
10           thickness of each formation/interval across Ohio. This mapping indicates equal  
11           thickness of the Utica shale and Point Pleasant interval over the Kovach North Unit.  
12           The industry has come to call this entire interval the “Utica Formation,” and we will  
13           often adopt this naming convention in our testimony.

14       **Q14. What data sources did you use in determining the geologic features of the**  
15           **Kovach North Unit?**

16       A14. Wireline well log data and Gamma Ray data, which I used to compile Exhibits RD-1  
17           and RD-2 to this Exhibit 3.

18       **Q15. What do these exhibits tell us about the Kovach North Unit?**

19       A15. Exhibits RD-1 and RD-2 are a map and cross section that show wireline well logs.  
20           The logs are annotated with formation names. The cross section offsetting the  
21           Kovach North Unit suggests approximately equal thickness of the Utica Formation.  
22           The three-well cross section displays wireline Gamma Ray data on a 0-200 API  
23           scale, Resistivity data on a 0.2-20,000 OHMM scale, and Bulk Density data on a  
24           2.00-3.00 g/cm<sup>3</sup> scale. As shown on Exhibit RD-1, one of the three wells, the  
25           Bowling 23-16-6 10, is located approximately 3.1 miles north of the Kovach North  
26           Unit, another well, the Kovach 3-15-6 1H is located in the Kovach North Unit, and  
27           the other well, the Shaw 20-14-5 5H, is approximately 3.1 miles southeast of the  
28           Kovach North Unit. Interpreted formation tops based on Gamma Ray, Resistivity and  
29           Bulk Density electric log curves are shown on the cross section in Exhibit RD-2.  
30           Because of the location of the three evaluation wells and limited variation of the log  
31           data across the three wells, as displayed on the cross section, the log data indicates

1       that the Utica Formation is predicted to have similar characteristics and be of uniform  
2       thickness across the Kovach North Unit.

3       **Q16. Which formations are included in the Unitized Formation underlying the  
4       proposed Kovach North Unit?**

5       A16. The Unitized Formation described in the Application is the subsurface portion of the  
6       Kovach North Unit at a depth located from 50' above the top of the Utica shale to 50'  
7       below the base of the Point Pleasant interval.

8       **Q17. How and why were these formations/intervals chosen?**

9       A17. EAP engineers' fracture models, derived from the measured rock properties obtained  
10       from well logs and core data, suggest fractures are contained within 50' above the top  
11       of the Utica shale and 50' below the base of the Point Pleasant interval.

12       **Q18. Based on the data you analyzed, should the area be considered a pool?**

13       A18. Yes, it is part of a pool.

14       **Q19. Could you please explain why?**

15       A19. Well log analysis and mapping based on core data indicates that reservoir  
16       characteristics are very similar over a unit area for the Utica Formation. Formation  
17       thickness, saturation, and porosity should be roughly equivalent across the formation.  
18       Geologically, this would qualify the area being considered as part of a pool.

19       **ALLOCATION METHODOLOGY**

20       **Q20. Are you generally familiar with the manner in which unit plans allocate  
21       production and unit expenses to parcels within the unit?**

22       A20. Yes.

23       **Q21. You testified earlier that the Utica Formation underlying the Kovach North  
24       Unit has a relatively uniform thickness and reservoir quality. Given those  
25       characteristics, what would be an appropriate method of allocating production  
26       and unit expenses among the parcels contained in the Kovach North Unit?**

27       A21. An appropriate method of allocation would be on a surface-acreage basis. The  
28       formation thickness and reservoir quality of the Utica Formation, and thus the  
29       Unitized Formation, is expected to be consistent across the unit. I do not expect any  
30       substantial variations across the proposed unit. Therefore, there is no geological  
31       reason to allocate by a method other than on a surface-acreage basis.

## 1    **Q22. Is this method used elsewhere?**

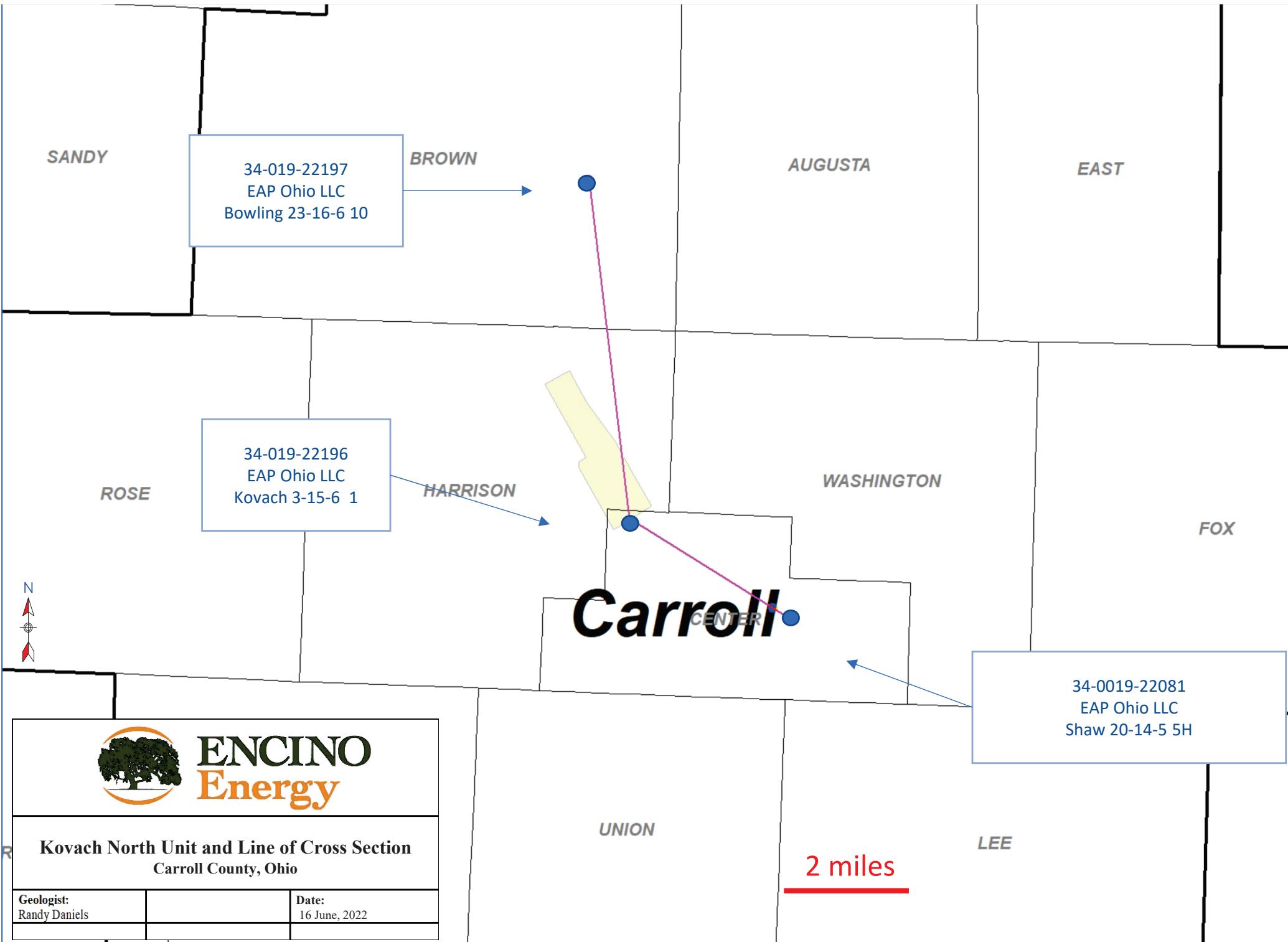
2 A22. Yes. In fact, this method is used throughout the industry.

3      **Q23. What method of allocation is utilized in the unit plan for the Kovach North**  
4              **Unit?**

5 A23. Based on the testimony of Timothy Struble attached to the Application, the method of  
6 allocation utilized is on a surface-acreage basis.

7    **Q24. Does this conclude your testimony?**

8 A24. Yes.



### Kovach North Unit Offset Stratigraphic Cross Section

Datum = TRNLM

Gamma Ray Logs (0-200 API)  
 Resistivity Logs (0.2-20000 OHMM)  
 Bulk Density (2.0-3.0 g/cm<sup>3</sup>)

34019221970000

EAP OHIO LLC  
 BOWLING 23-16-6 10

34019221960000

EAP OHIO LLC  
 KOVACH 3-15-6 1

34019220810000

EAP OHIO LLC  
 SHAW 20-14-5 5H

Correlation	Depth	Resistivity	RhoB
GR(GR,GRMVMD)	TVD	ResD(M1R9,M2R9)	B(ZDEN,ZDNC,RHO
0 GAPI 200		0.2 OHMM20000	2.000 G/C3 3.000
CALI			
6 IN 16			
LT Gray			

Correlation	Depth	Resistivity	RhoB
GIR	TVD	ResD(M2R9,M2RX)HOB(ZDEN,RHOBC	
0 GAPI 200		0.2 OHMM20000	2.000 G/C3 3.000
CALI			
6 IN 16			
LT Gray			

7100

7200

7300

7400

7500

7600

7700

7800

7900

8000

8100

8200

8300

8400

8500

8600

8700

8800

8900

9000

9100

9200

9300

9400

9500

9600

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

In re the Matter of the Application of  
EAP Ohio, LLC for Unit Operation

**PREPARED TESTIMONY OF DANIEL BERMAN  
ON BEHALF OF EAP OHIO, LLC**

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Tel. 405-608-1900

Attorney for Applicant,  
EAP Ohio, LLC

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## Exhibit 4

## **PREPARED DIRECT TESTIMONY OF DANIEL BERMAN**

### **1    INTRODUCTION.**

#### **2    Q1.   Please introduce yourself.**

3    A1.   My name is Daniel Berman and my business address is 5847 San Felipe, Suite 400,  
4       Houston, TX 77057. I am the Director of Reservoir Engineering and Planning for Encino  
5       Energy, LLC (“Encino”). Encino is the parent company of EAP Ohio, LLC (“EAP”), the  
6       applicant.

#### **7    Q2.   Can you summarize your educational experience for me?**

8    A2.   I have a Bachelor of Science in Mechanical Engineering (BSME) with a specialization in  
9       Fluid and Thermal systems from Rice University. I also have a Master of Business  
10      Administration (MBA) from Rice University. I am a licensed Professional Engineer in the  
11      State of Texas.

#### **12    Q3.   How long have you been a Reservoir Engineer for Encino?**

13    A3.   I have been employed with Encino for approximately two and a half years. I have been the  
14      Director of Reservoir Engineering and Planning since December 2019. Before that, I was  
15      the Reservoir Engineering Manager.

#### **16    Q4.   What other work experiences have you had?**

17    A4.   I have 14 years of experience in the upstream oil and gas industry where I have held a  
18      variety of positions in reservoir, production, operations, completions, and project  
19      management. I have considerable experience working North American Shale tight  
20      hydrocarbon formations, including both Permian basins, Eagleford, Eaglebine,  
21      Haynesville, Fayetteville, East Texas Bossier, and the Tuscaloosa Marine Shale. Prior to  
22      Encino, I worked for BP, Encana, Breitburn, and BHP.

#### **23    Q5.   What do your job responsibilities entail?**

24    A5.   I am responsible for the team that optimizes the development of Encino’s Utica asset. This  
25      includes, but is not limited to, the creation of short term and long term development plans,  
26      drill schedule planning, completion design optimization, determination of well spacing,  
27      well performance analysis, reserves estimation, acreage evaluation, and other economic as  
28      well as technical analysis.

#### **29    Q6.   How do you do that?**

30    A6.   By the application of generally accepted petroleum engineering practices, my team and I

1 can determine reasonable reserve estimates from current and future wells. Such methods  
2 include rate transient analysis, decline curve analysis, pressure transient analysis, and  
3 statistical methods. Encino has also created a proprietary well performance algorithm,  
4 which is an integration of our subsurface models, production data, completion data, and  
5 other data sets with a predictive machine learning workflow. Through the application of  
6 this algorithm, Encino is able to analyze dozens of variables and data from over 1,000  
7 existing wells in eastern Ohio to predict well performance of Encino's future wells. Once  
8 volumes are predicted, we can apply common financial analysis methods to determine the  
9 economic benefits of potential development.

10 **Q7. Did you perform any analysis to support EAP's application for unitization for the  
11 proposed Kovach North Unit?**

12 A7. Yes. Under my direction and guidance, my team performed an analysis of the economic  
13 benefit of developing the Kovach North Unit with an order authorizing unit operations  
14 compared to developing the unit without an order authorizing unit operations.  
15 Specifically, the proposed Kovach North Unit is configured to accommodate four (4)  
16 horizontal wellbore, of which one (1) wellbore was drilled and completed in 2014 (i.e., the  
17 Kovach 3-15-6 1H, API No. 3401922196). With respect to the three (3) additional  
18 horizontal wellbore, I performed an analysis of the economic benefit of developing the  
19 Kovach North Unit with an order authorizing unit operations compared to developing the  
20 unit without an order authorizing unit operations. I did not include volumetric and  
21 economic figures associated with the existing wellbore in my analysis because those  
22 figures do not change. That is to say, those figures do not factor into any increase in  
23 production from the unit area or the related economics.

24 **Q8. What sort of analysis did you perform?**

25 A8. Using some of the methods I previously noted, in conjunction with the application of our  
26 proprietary performance algorithm to the Kovach North Unit, an estimate for the  
27 recoverable hydrocarbons assuming three (3) additional horizontal laterals with 13,562',  
28 13,528' and 13,459' unitized lateral lengths was completed. Similarly, an evaluation of  
29 potential hydrocarbon recovery absent unitization was also completed. Estimated future  
30 cash flows associated with the hydrocarbon recovery of both cases was determined using  
31 SEC pricing at the time of the analysis with a 10% discount rate.

## Q9. Why is EAP looking at drilling horizontal wells?

A9. The permeability of unconventional resource plays is extremely low (in nano-darcy units (nd), i.e.  $1.0 \times 10^{-9}$  darcies) and in most cases the hydrocarbons cannot be economically produced without the use of horizontal drilling, coupled with massive stimulation treatments (i.e. hydraulic fracturing). Horizontal drilling is the predominant method used to develop shale formations such as the Utica Shale.

**Q10. Turning specifically to the Kovach North Unit, have you made an estimate of the production you anticipate from the proposed unit's operations?**

A10. Yes, assuming an order authorizing unit operations is granted, based on three (3) additional horizontal wells with 13,562', 13,528' and 13,459' lateral lengths being drilled and completed, we estimate the gross recoverable gas from the proposed unit to be about 26.9 BCFe of natural gas.

### **Q11. How did you make those estimates?**

A11. Well performance and reserves estimates are determined by applying our proprietary well performance algorithm to the development prospect. The algorithm provides a well performance prediction based on the integration of our subsurface models, offset production data, completion data, and other data sets. The algorithm analyzes dozens of variables and data from over 1,000 existing wells in eastern Ohio to predict specific well performance based on several factors such as location, completion design, lateral length, etc. Exhibit DB-1 to this Exhibit 4 is an abbreviated list of nearby wells that were used by our algorithm to generate the well performance and reserves expectations for the Kovach North Unit. Differentiation of the input dataset, including different lateral lengths, completion designs, and historical vintage make our well performance prediction more accurate.

**Q12. Once you had that data from the other Utica Shale wells, what did you do with it?**

A12. As noted earlier, we implement this data through a proprietary algorithm, which is an integration of our subsurface models, production data, completion data, and other data sets with a predictive machine learning algorithm. The algorithm uses a large set of well performance data combined with other variables such as completion design and subsurface properties to estimate the well performance for the wells in the unit. Performance expectations are delivered scaled to our anticipated (assuming an order authorizing

1       unitization is granted) 13,562', 13,528' and 13,459' unitized lateral lengths to determine  
2       well economics.

3       **Q13. Why do you qualify your calculations as an estimate?**

4       A13. There is always the possibility that the production, petrophysical, and geological data used  
5       from offset wells may be slightly different than the characteristics of the productive horizon  
6       at this location. Additionally, unforeseen unconformities and other anomalies have been  
7       known to occur that lead to unusual well performance results. However, the volumetric  
8       calculations of hydrocarbons in place should be a reasonably certain estimate in this  
9       unconventional play. Our algorithm is checked constantly and updated with the latest data  
10      routinely.

11      **Q14. In your professional opinion, would it be economic to develop the Kovach North Unit  
12            using traditional vertical drilling?**

13      A14. No.

14      **Q15. Are the estimates that you made based on good engineering practices and accepted  
15            methods in the industry?**

16      A15. Yes.

17      **Q16. Do you have the calculations Encino performed?**

18      A16. The results of the calculations are attached to this prepared testimony as Exhibit DB-2 to  
19            this Exhibit 4.

20      **Q17. Can you summarize what your calculations show?**

21      A17. The results of my prior stated methodology are:

22       1) Assuming an order authorizing unit operations is granted (the “Unitized Project”) the  
23            capital expenditure to develop the Unitized Project is \$32.5 million. Potential  
24            recoverable natural gas from the project is 26.9 BCFe, the undiscounted value of the  
25            future cash flows using current SEC pricing is \$85.9 million, and the discounted net  
26            present value (discounted at a 10% rate) is \$49.7 million.

27       2) If an order authorizing unit operations is not granted (the “Non-Unitized Project”), the  
28            capital expenditure to develop the Non-Unitized Project is \$23.9 million. Potential  
29            recoverable natural gas from the project is 16.2 BCFe, the undiscounted value of the  
30            future cash flows using current SEC pricing is \$41.3 million, and the discounted net  
31            present value (discounted at a 10% rate) is \$17.4 million.

1      **Q18. Can you briefly explain why you are using SEC pricing in this application?**

2      A18. E&P companies independently develop their own expectations on future prices based on  
3      their unique understanding of their position in the value chain as well as a determination  
4      of macro-market forces. Consequently, companies generally do not share internal price  
5      expectations, economic thresholds for investments, and detailed cost structures. Therefore,  
6      a wide range in valuation can exist between different companies for the same or similar  
7      projects. SEC pricing eliminates all the issues associated with asymmetric information  
8      between parties, future price uncertainty, as well as systematic and unsystematic risk. The  
9      use of SEC pricing simplifies the evaluation of corporate assets and projects to a single  
10     deterministic standard in regards to the application of commodity price. The generation of  
11     SEC price is widely understood, easily calculated, and published by several sources.

12     **Q19. Based on this information and your professional judgment, are unit operations  
13     reasonably necessary to increase substantially the ultimate recovery of oil and gas?**

14     A19. Yes. The incremental estimated ultimate recovery is approximately 10.7 BCFe of natural  
15     gas.

16     **Q20. Based on this information and your professional judgment, does the value of the  
17     estimated additional recovery of hydrocarbons from the unitized project exceed the  
18     estimated additional cost of the unit operation to produce them?**

19     A20. Yes. The discounted net present value (discounted at a 10% rate) of the additional  
20     hydrocarbons expected to be produced under the Unitized Project is \$32.3 million.  
21     Because this discounted net present value takes into account the capital expenses,  
22     operating costs, and plugging and abandonment (with an offset for any well equipment  
23     that can be salvaged) associated with producing the additional hydrocarbons and such  
24     discounted net present value is positive, the value of the estimated additional recovery of  
25     hydrocarbons from the Unitized Project exceeds the estimated additional cost incident to  
26     conducting the unit operation.

27     **Q21. Does this conclude your testimony?**

28     A21. Yes

## EXHIBIT DB-1

### KOVACH NORTH UNIT – Offset wells Used for Forecasting

<u>Well Name</u>	<u>API Number</u>	<u>Start Date</u>	<u>Lateral Length (ft)</u>
PERRY UNIT 001H	3401922690	7/1/2016	7,000
KOVACH 3-15-6 1H	3401922196	3/31/2014	5,362
GRUNDER UNIT 2H	3401922698	2/1/2016	5,601
GRUNDER 9H	3401922529	8/1/2014	4,706
GRUNDER 7H	3401922486	8/1/2014	4,801
GRUNDER 6H	3401922554	8/1/2014	4,981
GRUNDER 5H	3401922498	8/1/2014	4,897
GRUNDER 3H	3401922530	8/1/2014	4,801
GRUNDER 1H	3401922528	8/1/2014	4,998
GRIFFETH 7-15-6 9H	3401922669	8/9/2017	10,715
GRIFFETH 7-15-6 8H	3401922668	8/11/2017	10,707
GRIFFETH 7-15-6 7H	3401922667	8/16/2017	14,157
GRIFFETH 7-15-6 6H	3401922666	8/10/2017	10,481
GRIFFETH 7-15-6 2H	3401922665	8/17/2017	9,874
GRIFFETH 7-15-6 1H	3401922664	8/16/2017	6,509
GOEBELLER UNIT 5H	3401922740	4/1/2018	7,013
GOEBELER UNIT 3H	3401922692	6/1/2016	8,571
GOEBELER UNIT 1H	3401922691	6/1/2016	6,822
GOEBELER UNIT 009H	3401922743	4/1/2018	7,188
GOEBELER UNIT 007H	3401922739	4/1/2018	7,150
GOEBELER 013H	3401922741	4/1/2018	7,921
GOEBELER 011H	3401922742	4/1/2018	8,268
GOEBELER 008H	3401922737	4/1/2018	7,554
GOEBELER 006H	3401922738	4/1/2018	7,861
GOEBELER 002H	3401922618	6/1/2016	6,565

## EXHIBIT DB-2

### KOVACH NORTH UNIT – Economic/Reserve Summary

#### UNITIZED

Well Name	Lateral Length (ft)	Measured Depth (ft)	Estimated Gross Recovery, BCFE	PV0 (MM\$)	PV10 (MM\$)	Capital (MM\$)	Annual 5 yrs cost to operate (MM\$) <sup>1</sup>
KOVACH 3-15-6 2H	13,562	20,963	9.1	29.6	17.0	10.8	2.544
KOVACH 3-15-6 4H	13,528	20,931	8.9	28.3	16.5	10.8	2.524
KOVACH 3-15-6 5H	13,459	20,882	8.9	28.0	16.2	10.9	2.516
<b>Unitized Totals</b>	<b>40,549</b>		<b>26.9</b>	<b>85.9</b>	<b>49.7</b>	<b>32.5</b>	<b>7.584</b>

#### NON-UNITIZED

Well Name	Lateral Length (ft)	Measured Depth (ft)	Estimated Gross Recovery, BCFE	PV0 (MM\$)	PV10 (MM\$)	Capital (MM\$)	Annual 5 yrs cost to operate (MM\$) <sup>1</sup>
KOVACH 3-15-6 2H	8,155	15,556	5.5	15.6	6.8	8.3	1.298
KOVACH 3-15-6 4H	8,094	15,497	5.2	14.5	6.2	8.2	1.235
KOVACH 3-15-6 5H	6,782	14,205	5.5	11.2	4.4	7.4	0.990
<b>Non-Unitized Totals</b>	<b>23,031</b>		<b>16.2</b>	<b>41.3</b>	<b>17.4</b>	<b>23.9</b>	<b>3.523</b>

#### EXISTING WELL

Well Name	Lateral Length (ft)	Measured Depth (ft)	Remaining Gross Recovery, BCFE	PV0 (MM\$)	PV10 (MM\$)	Capital (MM\$)	Annual 5 yrs cost to operate (MM\$) <sup>1</sup>
KOVACH 3-15-6 1H	5,362	13,975	0.6	1.9	1.0	0.0	0.587
<b>Unitized</b> <b>Non-Unitized</b> <b>Increases due to Unitization</b>							
<b>Total Capital (MM\$)<sup>2</sup></b>	<b>32.5</b>	<b>23.9</b>	<b>8.6</b>				
<i>Estimated Recoverable Gross, BCFE<sup>3</sup></i>	26.9	16.2	10.7				
<i>Estimated PV10 of Project Cash Flow (MM\$) @ SEC Prices<sup>4</sup></i>	49.7	17.4	32.3				
<b>Gross Cash Flow of Project (MM\$ undiscounted)</b>	<b>85.9</b>	<b>41.3</b>	<b>44.6</b>				

<sup>1</sup> Average Annual 5 yrs. cost to operate includes lease operating expenses, overhead expenses, and all gathering, processing, and transportation costs. Net to Encino. Land costs are not included

<sup>2</sup> Capex includes all capital expenditures necessary to initially drill, complete, equip, turn-in-line (gas to sales). Net to Encino. Land costs are not included

<sup>3</sup> BCFE (billion cubic feet equivalent) adds crude & condensate to gas at a 1 bbl:6 mcf ratio

<sup>4</sup> Calculations based on 100% Working Interest and 83% Net Revenue Interest @ 01/2022 Effective Date and Jun SEC pricing

FT Expense is included in calculations

PV is Present Value / MM\$ is million dollars / SEC is Securities and Exchange Commission

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

In re the Matter of the Application of :  
EAP Ohio, LLC for Unit Operation :  
: :  
Kovach North Unit :  
: :  
\_\_\_\_\_

**PREPARED TESTIMONY OF TIM STRUBLE  
ON BEHALF OF EAP OHIO, LLC**

\_\_\_\_\_

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Attorney for Applicant,  
EAP Ohio, LLC

Exhibit 5

**PREPARED DIRECT TESTIMONY OF TIM STRUBLE**

## 1 INTRODUCTION.

2 Q1. Please state your name and business address.

3 A1. My name is Tim Struble and my business address is 5847 San Felipe, Suite 400,  
4 Houston, TX 77057.

## 5 Q2. Who is your employer?

6 A2. Encino Energy, LLC (“Encino”). Encino is the parent company of EAP Ohio, LLC  
7 (“EAP”), the applicant.

### 8 Q3. What is your position with Encino?

9 A3. My official title at Encino is Senior Landman.

10 Q4. Please describe your professional responsibilities at Encino.

11 A4. I am responsible for assisting with our oil and gas development program in eastern  
12 Ohio in Encino's business unit.

13 Q5. Starting with college, please describe your educational background.

14 A5. I hold a Psychology Degree from the University of Kansas.

15 Q6. Please briefly describe your professional experience.

16 A6. I began my oil and gas career in 2007 working at a brokerage putting together a  
17 position for development of the Barnett Shale, followed by the Haynesville Shale  
18 until around August 2012. At that time, I went to work for Halcon Resources, in their  
19 Utica Shale program in Pennsylvania and Ohio. Over the next six (6) plus years I  
20 gained extensive experience in the Eagle Ford Shale, the Tuscaloosa Marine Shale,  
21 the Bakken Shale and the Delaware Basin. In January 2019, I left Halcon to begin  
22 working for Encino. In sum, during my career, I've worked seven (7) different basins  
23 in six (6) states.

## 24 Q7. What do you do as a Senior Landman?

25 A7. As a Senior Landman, I am responsible for managing the company's leasehold  
26 position in a specific Area of Responsibility (or AOR). Specifically, my AOR  
27 includes both Carroll and Columbiana Counties where I help facilitate development  
28 of the Utica Shale play through lease acquisitions, divestitures, negotiations or joint  
29 operation agreements, leasehold trade agreements, title review, unit formation,

1                   wellbore planning, various permitting activities, and other related operational  
2                   activities.

3           **Q8. Are you a member of any professional associations?**

4           A8. Yes. The American Association of Professional Landmen (AAPL), where I hold the  
5                   certification of Registered Professional Landman.

6           **Q9. Were you involved in the preparation of EAP's Application for Unit Operation  
7                   with respect to the Kovach North Unit?**

8           A9. I was. I am also familiar with the efforts to form and develop the Kovach North Unit  
9                   and the Unit Plan that EAP is proposing.

10           **Q10. Can you generally describe the Kovach North Unit?**

11           A10. The Kovach North Unit consists of ninety-eight (98) separate tracts of land totaling  
12                   1,010.768380 acres in Center and Harrison Townships, Carroll County, Ohio.

13           **EFFORTS MADE BY EAP TO LEASE AND/OR COMMIT UNIT TRACTS.**

14           **Q11. What percentage of the total acreage of the Kovach North Unit is represented by  
15                   the oil and gas rights held by EAP and its working interest partners?**

16           A11. EAP and its working interest partners control over 68% of the unit's acreage.

17           **Q12. Why was EAP not able to acquire the oil and gas rights to all of the acreage in  
18                   the proposed unit?**

19           A12. EAP employees or representatives are still actively engaged in trying to lease all  
20                   remaining unleased parcels and working to commit the uncommitted parcels. EAP is  
21                   confident it has made fair offers to all unleased mineral owners within the proposed  
22                   unit based upon many factors, including the level of competition for new leases in the  
23                   area and the amount of primary term needed to develop the proposed unit.  
24                   Negotiations are still ongoing concerning the tracts listed on Exhibit A-3 and Exhibit  
25                   A-5 to the Unit Operating Agreement.

26           **Q13. Have you prepared an affidavit detailing EAP's efforts to obtain a lease from  
27                   the unleased mineral owners and the commitment from the non-consenting  
28                   working interest owner in the proposed unit?**

29           A13. This Application includes Exhibit TS-1, which highlights EAP's leasing efforts on  
30                   all remaining unleased tracts of land and commitment efforts for the non-consenting  
31                   tracts of land as of the date of this filing.

1       **Q14. If the unleased owners in the unit were to ask to lease with EAP, would EAP be**  
2       **likely to agree?**

3       A14. EAP remains willing to lease on reasonable, fair market value terms for the area of  
4       the play in which EAP's proposed unit will be located.

5       **Q15. Could you describe the location of the consenting, unleased, and non-consenting**  
6       **tracts within the Kovach North Unit?**

7       A15. Yes. Exhibit TS-2 to this Exhibit 5 is a colored plat showing each of the tracts in the  
8       Kovach North Unit, along with the wellbores in same. The tracts highlighted in  
9       yellow indicate that EAP and its working interest partners have acquired the  
10       necessary rights to fully develop the oil and gas thereunder. The tracts highlighted in  
11       red indicate that they are either unleased. The tracts highlighted in green indicate that  
12       they are non-consenting.

13       **UNIT PLAN PROVISIONS.**

14       **Q16   Would you describe generally the development plan for the Kovach North Unit?**

15       A16. EAP plans to develop the proposed Kovach North Unit from a pad site located in the  
16       southern end of the unit area. The proposed Kovach North Unit is configured to  
17       accommodate a total of four (4) total horizontal wellbores, of which one (1) wellbore  
18       was drilled and completed in 2014 (i.e., the Kovach 3-15-6 1H, API No.  
19       3401922196). The projected lateral lengths of for the three (3) proposed horizontal  
20       wellbore are approximately 13,562', 13,528' and 13,459' once regulatory setbacks  
21       are taken into consideration. These planned wellbores will be drilled to the northwest  
22       from the aforementioned pad site after kick outs. If an order authorizing unit  
23       operations is granted, and depending upon rig availability and other logistical  
24       considerations, EAP intends to begin drilling the initial well in the Kovach North  
25       Unit sometime in the fourth quarter of 2022.

26       **Q17. Can you describe the location of the proposed wellbores within the Kovach**  
27       **North Unit?**

28       A17. Yes, the above-referenced Exhibit TS-2 depicts the configuration I just mentioned.  
29       As you can see, it illustrates that we anticipate using a pad site located in the southern  
30       end of the unit area to develop the proposed Kovach North Unit, and then drilling  
31       three (3) additional horizontal wellbores, in the unit area to the northwest. I have also

1 attached to my testimony an aerial map illustrating the pad location, identified as  
2 Exhibit TS-3.

3 **Q18. With regard to the proposed pad site, what gives EAP the right to locate its well  
4 pad on the surface of the tax parcel(s)?**

5 A18. We have surface rights derived from a surface use agreement for the area indicated on  
6 Exhibit TS-2 and Exhibit TS-3 to this Exhibit 5. To be clear, EAP has no plans to  
7 utilize the surface of any unleased mineral owner absent an agreement granting those  
8 rights.

9 **Q19. What are the benefits to this type of unit development?**

10 A19. Developing the proposed Kovach North Unit in the manner previously described not  
11 only protects the correlative rights of the unit participants but has substantial  
12 economic and environmental benefits as well. Drilling, completing, and producing  
13 multiple wells from a single surface location significantly reduces the impact on the  
14 surface. Only one access road is constructed instead of several, the need for  
15 production equipment at multiple locations is eliminated, traffic to and from the area  
16 is significantly reduced, and it allows development of acreage that might not  
17 otherwise be developed with traditional drilling methods due to surface limitations,  
18 such as local water features and residential and commercial activities. Development  
19 through vertical wells would not be practicable for two reasons: (1) because  
20 unconventional reservoirs cannot be produced at economic flow rates or volumes  
21 with vertical drilling (see Exhibit 4 to the Application); and (2) because vertical  
22 wells, even if they were practical, require numerous surface locations spaced at  
23 consistent intervals, which become impractical in areas where the surface is already  
24 occupied with other uses (such as residential and commercial activities, agricultural  
25 use, existing surface waters, and, occasionally, timber activities). In contrast,  
26 horizontal drilling is both economically practical and physically viable, since it  
27 allows operators to locate surface operations on strategically located properties,  
28 which can serve as centralized access points used to develop mineral acreage  
29 underlying otherwise inaccessible lands.

30 **Q20. So is it fair to say that the benefits of this type of development are substantial?**

1 A20. Yes, the type of development planned by EAP for the proposed Kovach North Unit,  
2 and its adjacent units, offers significant benefits not only to the operator, but also to  
3 the landowners in the unit and the surrounding area.

4 **Q21. Are you familiar with the Unit Plan proposed by EAP for the Kovach North  
5 Unit?**

6 A21. Yes. The Unit Plan proposed by EAP is set out in two documents attached to the  
7 Application – the Unit Agreement, which establishes the non-operating relationship  
8 between the parties in the proposed Kovach North Unit; and a Unit Operating  
9 Agreement and related exhibits, which establish how the proposed Kovach North  
10 Unit is going to be explored, developed, and produced.

11 **Q22. Let's turn first to the Unit Agreement, marked as Exhibit 1 to the Application.  
12 Would you describe briefly what it does?**

13 A22. Yes. The Unit Agreement in effect combines the oil and gas rights in the proposed  
14 Kovach North Unit so that they can be uniformly developed as if they were part of a  
15 single oil and gas lease.

16 **Q23. Are mineral rights to all geological formations combined under the Unit  
17 Agreement?**

18 A23. No. The Unit Agreement only unitizes the oil and gas rights located fifty feet above  
19 the top of the Utica shale to fifty feet below the base of the Point Pleasant interval,  
20 defined in the Agreement as the “Unitized Formation.”

21 **Q24. How will production proceeds from the Kovach North Unit be allocated among  
22 royalty interest owners and working interest owners in the Unit?**

23 A24. On a surface-acreage basis. Under Article 4 of the Unit Agreement, every tract is  
24 assigned a tract participation percentage based on surface acreage and those  
25 percentages are shown on Exhibit A-2 to the Unit Operating Agreement. Article 5 of  
26 the Unit Agreement allocates production based on that tract participation.

27 **Q25. Why use a surface-acreage basis as the method of allocation?**

28 A25. Based on the testimony of Randy Daniels attached to the Application as Exhibit 3, a  
29 surface-acreage basis is an appropriate method of allocation because the formation  
30 thickness and reservoir quality of the Unitized Formation is expected to be consistent  
31 across the unit.

1       **Q26. Would you go through an example from Exhibit A-2 to the Unit Operating**  
2                   **Agreement to illustrate how a surface-acreage basis would be applied to the**  
3                   **Kovach North Unit?**

4       A26. Yes. If you look at the column on Exhibit A-2 to the Unit Operating Agreement  
5                   entitled “Surface Acres in Unit (Net),” it shows, on an owner basis, the number of  
6                   surface acres in each tract of land included within the Kovach North Unit. The  
7                   adjacent column on Exhibit A-2 shows the related tract participation, which is  
8                   calculated by dividing those surface acres by the total number of surface acres in the  
9                   unit. So, for example, if you look at Tract Number 1 on Exhibit A-2, it shows that this  
10                   particular tract is owned of record by Roger A. Perry and Nancy A. Perry (the  
11                   “Perry’s) and comprises 10.997060 surface acres in the 1,010.768380 acre Kovach  
12                   North Unit, which equates to a tract participation of approximately 1.087990%  
13                   ( $10.997060 \div 1,010.768380 = .01087990$  or 1.087990%).

14       **Q27. What does that mean in terms of production allocated to that particular tract?**

15       A27. It would mean this particular tract owned of record by the Perry’s would have  
16                   allocated to it roughly 1.087990% of all production from the proposed Kovach North  
17                   Unit, which would then be distributed based on the terms of the lease or other  
18                   relevant document affecting ownership to production proceeds from the tract.

19       **Q28. Does it work the same way for an unleased mineral interest, that is, for the tract  
20                   of a person or entity which did not lease its property in the unit?**

21       A28. Yes. Tract Number 3 is an unleased tract in the unit area and illustrative of how  
22                   production would be allocated. Natalie K. Conrad currently owns a portion of the  
23                   minerals under Tract Number 3 and 0.197002 acre of Tract Number 3 are included  
24                   within the Kovach North Unit. If the unleased acreage of Tract Number 3 (0.197002  
25                   acre) is divided by the full surface acreage comprising the proposed Kovach North  
26                   Unit (1,010.768380 acres), the result gives a tract participation of approximately  
27                   0.019490%. Natalie K. Conrad would then receive revenue based upon this  
28                   percentage and in accordance with the terms of any potential unitization order  
29                   granted by the Chief if no voluntary agreement is reached with her.

30       **Q29. In your experience, is surface acreage allocation a customary way to allocate  
31                   production in a unit?**

1 A29. Yes. In my experience, surface-acreage allocation is both fair and customary for  
2 horizontal shale development.

3 **Q30. How are unit expenses allocated?**

4 A30. Like production in the unit, unit expenses are allocated generally on a surface-  
5 acreage basis. Article 3 of the Unit Agreement provides that expenses, unless  
6 otherwise allocated in the Unit Operating Agreement, will be allocated to each tract  
7 of land within the unit in the proportion that the surface acres of each tract bears to the  
8 surface acres of the entire unit.

9 **Q31. Who pays the unit expenses?**

10 A31. Working interest owners.

11 **Q32. Do the royalty owners pay any part of the unit expenses?**

12 A32. No. Royalty interest owners are responsible only for their proportionate share of  
13 taxes and post-production costs, payable only from their share of the proceeds from  
14 sales of production from the unit area.

15 **Q33. Let's turn to the Unit Operating Agreement, marked as Exhibit 2 to the  
16 Application. It appears to be based upon a form document. Could you please  
17 identify that form document?**

18 A33. Yes. The Unit Operating Agreement is based upon A.A.P.L. Form 610 – Model Form  
19 Operating Agreement – 1989. Operators typically use a modified version of that  
20 form agreement when entering into joint operating agreements with other working  
21 interest owners.

22 **Q34. Are you familiar with the custom and usage of the Form 610 and other similar  
23 agreements in the industry?**

24 A34. Yes. The Form 610, together with its exhibits, is a commonly used form in the  
25 industry and is frequently modified to fit the needs of the parties and circumstances.

26 **Q35. Turning to the Unit Operating Agreement in particular, does it address how unit  
27 expenses are determined and paid?**

28 A35. Yes. Article III of the Unit Operating Agreement provides that all costs and liabilities  
29 incurred in operations shall be borne and paid proportionately by the working interest  
30 owners, according to their Tract Participation percentages. Those percentages can be  
31 found in Exhibits A-2, A-3, A-4, A-5, and A-6 to the Unit Operating Agreement.

1       Moreover, the Unit Operating Agreement has attached to it an accounting procedure  
2       identified as Exhibit C.

3       **Q36. What is the purpose of the document marked Exhibit C to the Unit Operating  
4       Agreement in connection with the Kovach North Unit?**

5       A36. The document provides greater details regarding how unit expenses are determined  
6       and paid.

7       **Q37. At the top of each page of Exhibit C, there appears a label that reads: “COPAS  
8       1984   ONSHORE Recommended by the Council of Petroleum Accountants  
9       Societies.” Are you familiar with this society?**

10      A37. Yes, COPAS stands for the Council of Petroleum Accountants Societies.

11      **Q38. Is this COPAS document used in oil and gas operations across the country?**

12      A38. Yes. This form is commonly used in the industry.

13      **Q39. In your opinion, is this COPAS document generally accepted in the industry?**

14      A39. Yes. The document was drafted by an organization that includes members from  
15       many different companies in diverse sections of the industry, and it was designed to  
16       be generally fair to the parties. EAP, in fact, is frequently subject to the COPAS in its  
17       operations with other producers.

18      **Q40. Will there be in-kind contributions made by owners in the unit area for unit  
19       operations, such as contributions of equipment?**

20      A40. No, EAP does not anticipate in-kind contributions for unit operations.

21      **Q41. Are there times when a working interest owner in the unit chooses not to – or  
22       cannot – pay their allocated share of the unit expenses?**

23      A41. Yes, such a situation is not uncommon in the industry. Joint operating agreements  
24       contemplate that there will be times when less than all of the working interest owners  
25       choose to participate in operations on the contract area. The agreements are drafted  
26       to allow the parties flexibility. That includes flexibility for one or more working  
27       interest owners to decline to participate in an operation that they may not believe will  
28       be a profitable venture or one that they cannot afford, as well as flexibility for the  
29       remaining parties to proceed with such operation at their own risk and expense if they  
30       wish to do so.

1       **Q42. Generally, how is the working interest accounted for when an owner chooses not**  
2       **to participate in an operation?**

3       A42. A working interest owner who cannot or chooses not to participate is considered a  
4       non-consenting party. If the remaining working interest owners decide to proceed  
5       with an operation, then the consenting parties bear the full costs and expenses of that  
6       operation. A non-consenting party is deemed to have relinquished its interest in that  
7       operation until such time as the well pays out the costs that would have been payable  
8       by that party, plus some sort of risk factor, sometimes called a risk penalty.

9       **Q43. What is a risk penalty, and why is it included in the agreement?**

10      A43. A risk penalty is a mechanism which recognizes that in instances when a working  
11      interest owner chooses not to agree in advance to pay its share of the costs of drilling  
12      a well, the other working interest owners should be compensated for the risks they  
13      undertake in paying the costs of drilling a well. Additionally, a risk penalty can serve  
14      as a means to allow a working interest owner to finance participation in a well when  
15      unable to advance its share of drilling costs.

16      **Q44. Can a working interest owner choose to go non-consent in the initial well in the**  
17      **Kovach North Unit?**

18      A44. Yes. If a working interest owner fails to participate in the unit's initial well, and if  
19      that working interest owner is not a party to a separate Joint Operating Agreement  
20      with EAP, then Article VI.A of the Unit Operating Agreement attached to this  
21      application provides that the working interest owner shall be deemed to have  
22      relinquished to the other parties its working interest in the unit with a back-in  
23      provision that includes a risk factor of 500%.

24      **Q45. Does the Unit Operating Agreement treat the initial well and subsequent**  
25      **operations differently in terms of non-consent penalties, and if so, why?**

26      A45. No. A risk factor of 500% applies to the initial well and subsequent operations.

27      **Q46. But if the working interest owner still has a royalty interest in the unit, that**  
28      **royalty interest would remain in place and be paid?**

29      A46. Yes. The royalty interest would still be paid even if the working interest is being used  
30      to pay off a risk factor.

1       **Q47. Are the risk penalty percentages included in the Unit Operating Agreement**  
2                   **unusual?**

3       A47. No. A risk penalty of 500% is fair and reasonable for working interest owners in Ohio  
4                   who have acquired their rights as lessees under current oil and gas leases. The  
5                   proposed unit operation constitutes a significant capital investment that entails a  
6                   degree of risk, including operational risk, commodity price risk, geological risk, and  
7                   regulatory risk. The risk penalty will encourage working interest owners to  
8                   participate in the unit operation so that the capital outlays and associated risk are  
9                   shared proportionately among the consent working interest owners.

10      **Q48. Is a risk factor level of 500% common among the industry?**

11     A48. Typically, within the Utica shale play, operators have pre-negotiated Joint Operating  
12                   Agreements with each other which contain risk factors of 400%, 500%, or sometimes  
13                   even higher.

14      **Q49. How are decisions made regarding unit operations?**

15     A49. Article V of the Unit Operating Agreement designates EAP as the unit operator, with  
16                   full operational authority for the supervision and conduct of operations in the  
17                   proposed Kovach North Unit. Additionally, except where otherwise provided,  
18                   Article XVI of the Unit Operating Agreement states that any decision, determination  
19                   or action to be taken by the unit participants shall be based on a voting procedure in  
20                   which each unit participant has a vote that corresponds in value to that participant's  
21                   allocated responsibility for the payment of unit expenses.

22      **Q50. I believe you've already described generally the documents in Exhibits A and C**  
23                   **to the Unit Operating Agreement. Let's turn therefore to Exhibit B of the Unit**  
24                   **Operating Agreement. What is it?**

25     A50. Exhibit B is a standard oil and gas lease form that is attached to the joint operating  
26                   agreement to govern any unleased interests owned by the parties. Article III.A of the  
27                   Unit Operating Agreement provides that if any party owns or acquires an oil and gas  
28                   interest in the contract area, then that interest shall be treated for all purposes of the  
29                   Unit Operating Agreement as if it were covered by the form of lease attached as  
30                   Exhibit B.

1       **Q51. Does this oil and gas lease contain standard provisions that EAP uses in**  
2                   **connection with its drilling operations in Ohio and elsewhere?**

3       A51. Yes.

4       **Q52. Moving on to Exhibit D of the Unit Operating Agreement, would you describe**  
5                   **what it is?**

6       A52. Yes, Exhibit D is the insurance exhibit to the joint operating agreement. It sets forth  
7                   coverage amounts and limitations, and the insurance terms for operations conducted  
8                   under the Unit Operating Agreement. It requires the operator, to obtain General  
9                   Liability coverage, including bodily injury and property damage liability, in an  
10                  amount of five million dollars, which is substantially similar to those employed in  
11                  connection with other unitized projects in the State of Ohio.

12      **Q53. Would you next describe Exhibit E of the Unit Operating Agreement?**

13      A53. Yes. Exhibit E is the Gas Balancing Agreement, which further details the rights and  
14                  obligations of working interest parties with respect to marketing and selling any  
15                  production from the Contract Area. It would normally not come in to play with an  
16                  unleased landowner, but only with a working interest owner who desired to market  
17                  their share of production separately from the Operator.

18      **Q54. Does the Application contain a list of the fee interest owners who have not**  
19                  **previously agreed to enter into any oil and gas lease with respect to the tracts**  
20                  **they own, or possibly own, within the Kovach North Unit?**

21      A54. Yes. Exhibit A-3 to the Unit Operating Agreement lists the “Unleased Mineral  
22                  Owners,” that is, the fee mineral owners who have not leased their mineral interests  
23                  to any party. For notice purposes, the addresses for these unleased parties are listed  
24                  on Exhibit A-2 to the Unit Operating Agreement as well. Additionally, Exhibits A-4  
25                  and A-5 to the Unit Operating Agreement list all consenting and non-consenting  
26                  working interest owners within the planned unit area. Exhibit A-6 to the Unit  
27                  Operating Agreement lists any mineral interest subject to ownership litigation or an  
28                  adverse claim (for which there are none for this Application).

1       **Q55. In your professional opinion, given your education and experience, are unit**  
2       **operations for the proposed Kovach North Unit reasonably necessary to**  
3       **increase substantially the ultimate recovery of oil and gas?**

4       A55. Yes. Unit operations for the proposed Kovach North Unit are reasonably necessary to  
5       increase substantially the ultimate recovery of oil and gas. As testified by Mr.  
6       Daniels and Mr. Berman, unit operations will promote a rational and efficient  
7       development of the Unitized Formation underlying the proposed Kovach North Unit.  
8       In addition, as a land professional, I am supportive of any efforts to reduce waste by  
9       minimizing the number of wells and surface locations utilized for drilling operations.  
10       I understand that land is a valuable commodity and that horizontal drilling is an  
11       excellent way to accommodate both the rights of the mineral owner and the rights of  
12       the surface owner to accomplish reasonable development.

13       **Q56. Does this conclude your testimony?**

14       A56. Yes.

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

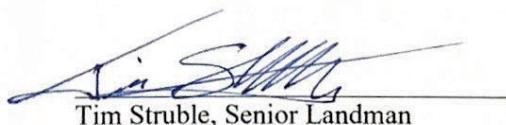
In re the Matter of the Application of :  
EAP Ohio, LLC for Unit Operation :  
:   
Kovach North Unit :

**AFFIDAVIT OF UNLEASED MINERAL OWNERS  
AND NON-CONSENTING WORKING INTEREST OWNERS EFFORTS**

I, Tim Struble, being first duly cautioned and sworn, do hereby depose and state as follows:

1. Affiant is competent to testify on the matters contained in this affidavit.
2. Affiant is employed by Encino Energy, LLC as a Senior Landman. Encino Energy, LLC is the parent company of EAP Ohio, LLC ("EAP"), the applicant herein.
3. Affiant's job responsibilities include the acquisition of leases in certain areas of Ohio, including Carroll County, Ohio, on behalf of EAP.
4. Affiant has the authority to sign this affidavit on behalf of EAP.
5. Tracts 3-7, 10, 18-20, 22, 24, 25, 27, 30, 31, 36, 37, 39, 43B, and 46B in the proposed Kovach North Unit are owned in whole or in part by various unleased mineral owners.
6. Tracts 1, 2, 8, 9, 11, 12, 14, 16, 17, 21, 23, 28, 29, 32, 33, 52, 55, 67, 68, 70, 74-78, 81, 82, 84 and 86 in the proposed Kovach North Unit are owned in part by a non-consenting working interest owner.
7. EAP has made diligent efforts to obtain a lease with each unleased mineral owner and the commitment of the non-consenting working interest owner. Those efforts are documented in the attached chart and include making in-person visits, telephone calls, e-mail correspondence, and mail correspondence.

FURTHER AFFIANT SAYETH NAUGHT.



\_\_\_\_\_  
Tim Struble, Senior Landman

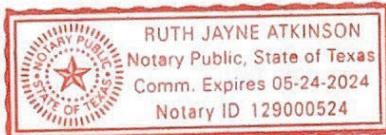
**JURAT CERTIFICATE**

STATE OF TEXAS )  
COUNTY OF HARRIS ) ss:  
 )

Sworn to and subscribed before me this 7<sup>th</sup> day of July, 2022, by Tim Struble. This is a jurat certificate; an oath or affirmation was administered to the signer with regard to this notarial act.

*Ruth Jayne Atkinson*  
Notary Public

Printed Name: Ruth Jayne Atkinson  
My Commission Expires: 05-24-2024



Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
1 2 8 9 11 12 14 16 17 21 23 28 29 32 52 55 67 68 70 74 75 76 77 78 81 82 84 86	INR Ohio, LLC Attn: Britney A. Crookshanks (Non-Consenting Working Interest Owner)	150000126000 150000307003 150000769001 150000100006 150000100009 150000100004 150000100003 150000317001 150000100005 150000768000 150000100014 150000100011 150000100013 150000099001 150000863002 150000537000 150000453000 150000019000 150000651000 150000652001 150000693000 150000692000 150000691000 150000259000 150000555001 150000502000 150000141000 150000502001	2605 Cranberry Square	Morgantown	WV	26508
Date	Comments					
3/21/2022	Tim Struble with EAP Ohio, called main line to get a contact, left a voicemail for Britney Crookshanks, the VP of Land for Infinity Natural Resources.					
3/21/2022	Britney called Tim to make a formal introduction and they discussed the Kovach North Unit and EAP's desire to expand the unit.					

3/22/2022	Tim emailed Britney some documents for her to review.					
3/29/2022	Tim followed up with Britney by email, to see if there were any questions.					
3/29/2022	Britney responded to Tim by email, requestion a call wit their VP of Business development, Ryan Warner.					
3/31/2022	Britney sent a meeting invite to discus the Kovach North Unit					
4/1/2022	Tim, Britney and Ryan, hopped on a Teams call to discuss the project					
4/12/2022	Tim provided some additional information requested from the meeting.					
7/7/2022	Tim Sent Britney a Working Interest Approval form for the Kovach North Unit.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
3	Natalie K. Conrad (Unleased Mineral Owner)	150000307000	6562 Hampsher Road	New Franklin	OH	44216
Date	Comments					
4/12/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, called Natalie K. Conrad using multiple phone numbers. All numbers attempted are invalid.					
4/18/2022	Eric Sivavec called Natalie K. Conrad using multiple alternative phone numbers. There were no answers. Left messages at all numbers attempted.					
4/19/2022	Eric Sivavec called Lynette Fry, sister of Natalie K. Conrad and co-owner. She provided Natalie's phone number.					
4/20/2022	Eric Sivavec called Natalie K. Conrad. There was no answer. Left a message.					
4/21/2022	Eric Sivavec called Natalie K. Conrad. There was no answer. Left a message.					
4/25/2022	Eric Sivavec called Natalie K. Conrad. There was no answer. Left a message.					
4/28/2022	Eric Sivavec called Natalie K. Conrad. There was no answer. Left a message.					
5/10/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, received a text message from Amanda L. Goebeler, sister of Natalie K. Conrad and co-owner. She wants to have a conference call on 5/11.					
5/11/2022	Dan Williams called Amanda L. Goebeler. Also on the call were the other owners/sisters. They agreed to review a lease with their attorney.					
5/13/2022	Dan Williams emailed Amanda L. Goebeler the lease for review with her sisters and attorney.					
5/18/2022	Dan Williams called Amanda L. Goebeler to check on the status of the lease review. There was no answer. Left a message.					
5/27/2022	Dan Williams emailed Amanda L. Goebeler to check on the status of the lease review. No response.					

6/6/2022	Dan Williams called Amanda L. Goebeler to check on the status of the lease review. There was no answer. Left a message.					
6/7/2022	Dan Williams received a phone call from Lynette Fry. She requests a copy of the lease and will have her attorney review. She stated that she is now the point of contact for the sisters.					
6/7/2022	Dan Williams mailed Lynette Fry the lease for review.					
6/14/2022	Dan Williams mailed an offer letter by certified mail to Natalie K. Conrad at 6562 Hampsher Rd, New Franklin, OH 44216.					
6/15/2022	Dan Williams received a phone call from Lynette Fry. Discussed the lease offer. Requested Natalie's lease be mailed to her.					
6/15/2022	Dan Williams mailed Natalie's lease to Lynette Fry for review.					
6/21/2022	Dan Williams received a phone call from Natalie K. Conrad, Lynette F. Fry, and Lisa A. Morgan. They stated that all the sisters have agreed on a counteroffer. They will not sign a lease for anything less than the terms of their counteroffer.					
6/25/2022	Dan Williams called Natalie K. Conrad, Lynette F. Fry, and Lisa A. Morgan. Presented the revised offer. They will not sign a lease for anything less than the terms of their counteroffer.					
7/1/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Lynette F. Fry. There was no answer. Left a message.					
7/1/2022	Matt Bertram received a phone call from Lynette F. Fry. Presented the revised lease offer. She will now consider the terms and discuss with the sisters.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
3	Lynette F. Fry (Unleased Mineral Owner)	150000307000	8217 Old Canal Lane NW	Malvern	OH	44644
Date	Comments					
4/12/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, called the Frys to presented a lease offer. They will discuss the lease offer with their attorney.					
4/14/2022	Eric Sivavec called the Frys. There was no answer. Left a message.					
4/18/2022	Eric Sivavec called Lynette F. Fry. She will have her attorney call to discuss the lease offer.					
4/21/2022	Eric Sivavec called Lynette F. Fry. She will have her attorney call to discuss the lease offer. Provided phone numbers for the other four sisters/co-owners.					
5/10/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, received a text message from Amanda L. Goebeler, sister of Lynette F. Fry and co-owner. She wants to have a conference call on 5/11.					
5/11/2022	Dan Williams called Amanda L. Goebeler. Also on the call were the other owners/sisters. They agreed to review a lease with their attorney.					
5/13/2022	Dan Williams emailed Amanda L. Goebeler the lease for review with her sisters and attorney.					
5/18/2022	Dan Williams called Amanda L. Goebeler to check on the status of the lease review. There was no answer. Left a message.					

5/27/2022	Dan Williams emailed Amanda L. Goebeler to check on the status of the lease review. No response.					
6/6/2022	Dan Williams called Amanda L. Goebeler to check on the status of the lease review. There was no answer. Left a message.					
6/7/2022	Dan Williams received a phone call from Lynette Fry. She requests a copy of the lease and will have her attorney review. She stated that she is now the point of contact for the sisters.					
6/7/2022	Dan Williams mailed Lynette Fry the lease for review.					
6/15/2022	Dan Williams received a phone call from Lynette Fry. Discussed the lease offer.					
6/21/2022	Dan Williams received a phone call from Natalie K. Conrad, Lynette F. Fry, and Lisa A. Morgan. They stated that all the sisters have agreed on a counteroffer. They will not sign a lease for anything less than the terms of their counteroffer.					
6/25/2022	Dan Williams called Natalie K. Conrad, Lynette F. Fry, and Lisa A. Morgan. Presented the revised offer. They will not sign a lease for anything less than the terms of their counteroffer.					
7/1/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Lynette F. Fry. There was no answer. Left a message.					
7/1/2022	Matt Bertram received a phone call from Lynette F. Fry. Presented the revised lease offer. She will now consider the terms and discuss with the sisters.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
3	Amanda L. Goebeler (Unleased Mineral Owner)	150000307000	1035 Andora Road NE	Carrollton	OH	44615
Date	Comments					
4/12/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, called Amanda L. Goebeler using multiple phone numbers. There were no answers. Left messages at all numbers attempted.					
4/19/2022	Eric Sivavec called Lynette Fry, sister of Amanda L. Goebeler and co-owner. She provided Amanda's phone number.					
4/20/2022	Eric Sivavec called Amanda L. Goebeler. There was no answer. Left a message.					
4/25/2022	Eric Sivavec called Amanda L. Goebeler. There was no answer. Left a message.					
4/28/2022	Eric Sivavec called Amanda L. Goebeler. There was no answer. Left a message.					
4/28/2022	Eric Sivavec sent a text message to Amanda L. Goebeler.					
4/28/2022	Eric Sivavec received a text message from Amanda L. Goebeler saying that she is on vacation and will call when she returns.					
5/6/2022	Dan Williams of Halo Land Management, on behalf of EAP, Ohio, LLC, called Amanda L. Goebeler. There was no answer. Left a message.					
5/10/2022	Dan Williams received a text message from Amanda L. Goebeler. She wants to have a conference call on 5/11.					
5/11/2022	Dan Williams called Amanda L. Goebeler. Also on the call were the other owners/sisters. They agreed to review a lease with their attorney.					
5/13/2022	Dan Williams emailed Amanda L. Goebeler the lease for review with her sisters and attorney.					

5/18/2022	Dan Williams called Amanda L. Goebeler to check on the status of the lease review. There was no answer. Left a message.					
5/27/2022	Dan Williams emailed Amanda L. Goebeler to check on the status of the lease review. No response.					
6/6/2022	Dan Williams called Amanda L. Goebeler to check on the status of the lease review. There was no answer. Left a message.					
6/7/2022	Dan Williams received a phone call from Lynette Fry, sister of Amanda L. Goebeler and co-owner. She requests a copy of the lease and will have her attorney review. She stated that she is now the point of contact for the sisters.					
6/7/2022	Dan Williams mailed Lynette Fry the lease for review.					
6/15/2022	Dan Williams received a phone call from Lynette Fry. Discussed the lease offer. Requested Amanda's lease be mailed to her.					
6/15/2022	Dan Williams mailed Amanda's lease to Lynette Fry for review.					
6/21/2022	Dan Williams received a phone call from Natalie K. Conrad, Lynette F. Fry, and Lisa A. Morgan. They stated that all the sisters have agreed on a counteroffer. They will not sign a lease for anything less than the terms of their counteroffer.					
6/25/2022	Dan Williams called Natalie K. Conrad, Lynette F. Fry, and Lisa A. Morgan. Presented the revised offer. They will not sign a lease for anything less than the terms of their counteroffer.					
7/1/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Lynette F. Fry. There was no answer. Left a message.					
7/1/2022	Matt Bertram received a phone call from Lynette F. Fry. Presented the revised lease offer. She will now consider the terms and discuss with the sisters.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
3	Lisa A Morgan (Unleased Mineral Owner)	150000307000	10732 Maple Street	Minerva	OH	44657
Date	Comments					
4/12/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, called Lisa A. Morgan using multiple phone numbers. There were no answers. Left messages at all numbers attempted.					
4/14/2022	Eric Sivavec, called Lisa A. Morgan using multiple phone numbers. There were no answers. Left messages at all numbers attempted.					
4/19/2022	Eric Sivavec called Lynette Fry, sister of Lisa A. Morgan and co-owner. She does not have a phone number for Lisa but she said that Natalie K. Conrad will have it.					
5/10/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, received a text message from Amanda L. Goebeler, sister of Lisa A. Morgan and co-owner. She wants to have a conference call on 5/11.					
5/11/2022	Dan Williams called Amanda L. Goebeler. Also on the call were the other owners/sisters. They agreed to review a lease with their attorney.					
5/13/2022	Dan Williams emailed Amanda L. Goebeler the lease for review with her sisters and attorney.					
5/18/2022	Dan Williams called Amanda L. Goebeler to check on the status of the lease review. There was no answer. Left a message.					

5/27/2022	Dan Williams emailed Amanda L. Goebeler to check on the status of the lease review. No response.					
6/6/2022	Dan Williams called Amanda L. Goebeler to check on the status of the lease review. There was no answer. Left a message.					
6/7/2022	Dan Williams received a phone call from Lynette Fry. She requests a copy of the lease and will have her attorney review. She stated that she is now the point of contact for the sisters.					
6/7/2022	Dan Williams mailed Lynette Fry the lease for review.					
6/14/2022	Dan Williams mailed an offer letter by certified mail to Lisa A. Morgan at 10732 Maple St, Minerva, OH 44657.					
6/15/2022	Dan Williams received a phone call from Lynette Fry to discuss the lease offer. She requested Lisa's lease be mailed to her.					
6/15/2022	Dan Williams mailed Lisa's lease to Lynette Fry for review.					
6/21/2022	Dan Williams received a phone call from Natalie K. Conrad, Lynette F. Fry, and Lisa A. Morgan. They stated that all the sisters have agreed on a counteroffer. They will not sign a lease for anything less than the terms of their counteroffer.					
6/25/2022	Dan Williams called Natalie K. Conrad, Lynette F. Fry, and Lisa A. Morgan. Presented the revised offer. They will not sign a lease for anything less than the terms of their counteroffer.					
7/1/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Lynette F. Fry. There was no answer. Left a message.					
7/1/2022	Matt Bertram received a phone call from Lynette F. Fry. Presented the revised lease offer. She will now consider the terms and discuss with the sisters.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
3	Kathleen S. Whitmyer (Unleased Mineral Owner)	150000307000	8151 April Road NE	Salineville	OH	43945
Date	Comments					
4/12/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, called Kathleen S. Whitmyer. There was no answer. Left a message.					
4/14/2022	Eric Sivavec called Kathleen S. Whitmyer. There was no answer. Left a message.					
4/18/2022	Eric Sivavec called Kathleen S. Whitmyer. There was no answer. Left a message.					
4/18/2022	Eric Sivavec mailed an offer letter by certified mail to Kathleen S. Whitmyer at 8151 April Rd NE, Salineville, OH 43945.					
4/19/2022	Eric Sivavec called Lynette Fry, sister of Kathleen S. Whitmyer and co-owner. She does not have a phone number for Kathleen but she said that Natalie K. Conrad will have it.					
5/10/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, received a text message from Amanda L. Goebeler, sister of Kathleen S. Whitmyer and co-owner. She wants to have a conference call on 5/11.					
5/11/2022	Dan Williams called Amanda L. Goebeler. Also on the call were the other owners/sisters. They agreed to review a lease with their attorney.					
5/13/2022	Dan Williams emailed Amanda L. Goebeler the lease for review with her sisters and attorney.					

5/18/2022	Dan Williams called Amanda L. Goebeler to check on the status of the lease review. There was no answer. Left a message.					
5/27/2022	Dan Williams emailed Amanda L. Goebeler to check on the status of the lease review. No response.					
6/6/2022	Dan Williams called Amanda L. Goebeler to check on the status of the lease review. There was no answer. Left a message.					
6/7/2022	Dan Williams received a phone call from Lynette Fry. She requests a copy of the lease and will have her attorney review. She stated that she is now the point of contact for the sisters.					
6/7/2022	Dan Williams mailed Lynette Fry the lease for review.					
6/14/2022	Dan Williams mailed an offer letter by certified mail to Kathleen S. Whitmyer at 8151 April Rd NE, Salineville, OH 43954.					
6/15/2022	Dan Williams received a phone call from Lynette Fry to discuss the lease offer. Requested Kathleen's lease be mailed to her.					
6/15/2022	Dan Williams mailed Kathleen's lease to Lynette Fry for review.					
6/21/2022	Dan Williams received a phone call from Natalie K. Conrad, Lynette F. Fry, and Lisa A. Morgan. They stated that all the sisters have agreed on a counteroffer. They will not sign a lease for anything less than the terms of their counteroffer.					
6/25/2022	Dan Williams called Natalie K. Conrad, Lynette F. Fry, and Lisa A. Morgan. Presented the revised offer. They will not sign a lease for anything less than the terms of their counteroffer.					
7/1/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Lynette F. Fry and left a voicemail.					
7/1/2022	Matt Bertram received a phone call from Lynette F. Fry and presented the revised lease offer. She will now consider the terms and discuss with the sisters.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
4	Jeffrey P. Bellamy and Sharon L. Bellamy, husband and wife, for their joint lives, remainder to the survivor of them (Unleased Mineral Owner)	150000307001	401 Deerhaven Drive SW	Carrollton	OH	44615
Date	Comments					
4/12/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, called the Bellamys. There was no answer. Left a message.					
4/13/2022	Eric Sivavec called the Bellamys. There was no answer. Left a message.					
4/14/2022	Eric Sivavec called the Bellamys. There was no answer. Left a message.					
4/15/2022	Eric Sivavec called the Bellamys. There was no answer. Left a message.					
4/18/2022	Eric Sivavec called the Bellamys. There was no answer. Left a message.					
4/18/2022	Eric Sivavec mailed an offer letter by certified mail to the Bellamys at 401 Deerhaven Dr SW, Carrollton, OH 44615.					

4/19/2022	Eric Sivavec called the Bellamys. There was no answer. Left a message.					
4/20/2022	Eric Sivavec called the Bellamys. Spoke with Sharon L. Bellamy. Presented the lease offer. She will discuss the offer with her husband, Jeffrey P. Bellamy.					
4/27/2022	Eric Sivavec called the Bellamys. Spoke with Sharon L. Bellamy. She said they are still discussing the lease offer.					
5/3/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, called the Bellamys. There was no answer. Left a message.					
5/9/2022	Dan Williams called the Bellamys. Spoke with Sharon. She said that Jeffrey will be calling back.					
5/13/2022	Dan Williams called the Bellamys. Spoke with Sharon. She said that they are now undecided on if they want to proceed with the lease.					
5/17/2022	Dan Williams called the Bellamys. There was no answer. Left a message.					
5/24/2022	Dan Williams called the Bellamys. There was no answer. Left a message.					
5/31/2022	Dan Williams made a field visit to the Bellamys at 401 Deerhaven Dr SW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.					
6/7/2022	Dan Williams called the Bellamys. There was no answer. Left a message.					
6/9/2022	Dan Williams called the Bellamys. Spoke with Sharon. She asked for better terms.					
6/10/2022	Dan Williams called the Bellamys. There was no answer. Left a message.					
6/11/2022	Dan Williams called the Bellamys. Spoke with Sharon. Presented a revised offer. She will discuss with Jeffrey.					
6/16/2022	Dan Williams called the Bellamys. Spoke with Sharon. She requests to view a unit map before proceeding.					
6/20/2022	Dan Williams called the Bellamys. There was no answer. Left a message asking to schedule a meeting to review the unit map and discuss the lease offer.					
6/24/2022	Dan Williams called the Bellamys. There was no answer. Left a message asking to schedule a meeting to review the unit map and discuss the lease offer.					
6/26/2022	Dan Williams called the Bellamys. Spoke with Sharon. Scheduled a meeting for Tuesday 6/28 to show her the unit map.					
6/27/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Sharon Bellamy. Confirmed the meeting location and time on 6/28.					
6/28/2022	Matt Bertram made a field visit to the Bellamys and showed them a unit map and discussed the lease offer. The Bellamys made a counteroffer.					
6/30/2022	Matt Bertram made a field visit to the Bellamys. Delivered the lease for review.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
5	Mark A. Boyce (Unleased Mineral Owner)	150000307004	4264 Arrow Road NW	Carrollton	OH	44615
Date	Comments					

5/17/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, called Mark A. Boyce using multiple phone numbers. All numbers attempted are invalid.					
5/18/2022	Dan Williams mailed an offer letter by certified mail to Mark A. Boyce at 4264 Arrow Rd NW, Carrollton, OH 44615.					
5/21/2022	Certified mail was received and signed for. Illegible signature.					
5/27/2022	Dan Williams called Mark A. Boyce using an alternative phone number. There was no answer. Left a message.					
5/31/2022	Dan Williams made a field visit to Mark A. Boyce at 4264 Arrow Rd NW, Carrollton, OH 44615. Spoke with Gayle, wife of Mark A Boyce. She stated that they are not inclined to sign a lease due to issues with the prior lease experience. She will tell Mark to call.					
6/6/2022	Dan Williams called the Boyces. Spoke to Gayle. She will have Mark call back to discuss the lease offer.					
6/13/2022	Dan Williams called the Boyces and left a voicemail.					
6/15/2022	Dan Williams called the Boyces. Spoke to Gayle. She stated that they are not interested and will not sign a lease.					
6/24/2022	Dan Williams called the Boyces. There was no answer. Left a message.					
7/1/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Gayle Boyce. Presented the revised lease offer. Addressed some of her concerns. She will discuss the offer with Mark and call back next week.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
6 7	Daniel Scott Trbovich, Trustee of the Daniel Scott Trbovich Trust dated September 9, 1999 (Unleased Mineral Owner)	150000460000 150000458000	7222 Waynesburg Road NW	Waynesburg	OH	44688
Date	Comments					
4/12/2022	Eric Sivavec of Halo Land Management, on the behalf of EAP Ohio, LLC, called Daniel Scott Trbovich, trustee. There was no answer. Left a message.					
4/13/2022	Eric Sivavec called Daniel Scott Trbovich, trustee. There was no answer. Left a message.					
4/14/2022	Eric Sivavec called Daniel Scott Trbovich, trustee. There was no answer. Left a message.					
4/15/2022	Eric Sivavec called Daniel Scott Trbovich, trustee. There was no answer. Left a message.					
4/18/2022	Eric Sivavec called Daniel Scott Trbovich, trustee. There was no answer. Left a message.					
4/18/2022	Eric Sivavec received a phone call from Daniel Scott Trbovich. Presented the lease offer. Daniel claims to have an offer from a competitor. He provided a counteroffer.					
4/27/2022	Eric Sivavec called Daniel Scott Trbovich. He is standing firm on his counteroffer and will hold out until he gets it.					

5/1/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, called Daniel Scott Trbovich. Presented a revised lease offer. Daniel turned down the revised offer and is holding firm at his countoffer.					
5/12/2022	Dan Williams called Daniel Scott Trbovich. Discussed the lease offer. Daniel is holding firm at his countoffer.					
5/20/2022	Dan Williams called Daniel Scott Trbovich. There was no answer. Left a message.					
5/20/2022	Tim Struble of EAP Ohio, LLC called Daniel Scott Trbovich and presented a higher revised lease offer.					
6/1/2022	Tim Struble emailed Daniel Scott Trbovich to follow up on the revised offer.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
10	Gabe Shellenbarger (Unleased Mineral Owner)	150000100008	3600 Clay Road NW	Dellroy	OH	44620
Date	Comments					
4/6/2022	Eric Sivavec of Halo Land Management, on the behalf of EAP Ohio, LLC, called Gabe Shellenbarger. Presented the lease offer. He will review a lease.					
4/26/2022	Eric Sivavec mailed the lease to the Shellenbangers at 3600 Clay Rd NW, Dellroy, OH 44620 for review.					
5/2/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, called Gabe Shellenbarger. He said they received the lease in the mail but they are now out of town for the week. They did not have time to review before they left.					
5/11/2022	Dan Williams called Gabe Shellenbarger to check on the status of the lease review. There was no answer. Left a message.					
5/17/2022	Dan Williams called Shawnett Shellenbarger. She will have Gabe call back.					
5/20/2022	Dan Williams called Gabe Shellenbarger to check on the status of the lease review. He said that they have decided to have an attorney review the lease.					
6/1/2022	Dan Williams called Gabe Shellenbarger to check on the status of the lease review. He said that they will be taking it to an attorney for review this week.					
6/9/2022	Dan Williams called Gabe Shellenbarger to check on the status of the lease review. There was no answer. Left a message.					
6/15/2022	Dan Williams called Gabe Shellenbarger to check on the status of the lease review. Gabe will call back next week to discuss the lease.					
6/24/2022	Dan Williams called Gabe Shellenbarger to check on the status of the lease review and left a voicemail.					
6/26/2022	Dan Williams received a phone call from Gabe Shellenbarger. Presented the revised offer. He requests the revised lease mailed to him for review.					
6/27/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, mailed the revised lease to the Shellenbangers at 3600 Clay Rd NW, Dellroy, OH 44620 for review.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
10	Kelby Wafler (Unleased Mineral Owner)	150000100008	808 Hillview Avenue	Minerva	OH	44657

Date	Comments					
4/6/2022	Eric Sivavec of Halo Land Management, on the behalf of EAP Ohio, LLC, called Kelby Wafler. Presented the lease offer. He will review a lease.					
4/20/2022	Eric Sivavec called Kelby Wafler to schedule a meeting to review the lease. There was no answer. Left a message.					
4/26/2022	Eric Sivavec mailed the lease to the Waflers at 1458 Magnolia Rd SW, Dellroy, OH 44620 for review.					
5/2/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, called Kelby Wafler to check on the status of the lease review. He received the lease but he has not reviewed it yet.					
5/11/2022	Dan Williams called Kelby Wafler to check on the status of the lease review. There was no answer. Unable to leave a message.					
5/11/2022	Dan Williams sent a text message to Kelby Wafler asking for a phone call to discuss the lease offer.					
5/17/2022	Dan Williams called Kelby Wafler to check on the status of the lease review. He has not reviewed it yet.					
5/20/2022	Dan Williams called Kelby Wafler to check on the status of the lease review. He said that they have decided to have an attorney review the lease. Kelby designated Gabe Shellenbarger, co-owner, as the point of contact moving forward.					
6/1/2022	Dan Williams called Gabe Shellenbarger to check on the status of the lease review. He said that they will be taking it to an attorney for review this week.					
6/9/2022	Dan Williams called Gabe Shellenbarger to check on the status of the lease review. There was no answer. Left a message.					
6/15/2022	Dan Williams called Gabe Shellenbarger to check on the status of the lease review. Gabe will call back next week to discuss the lease.					
6/24/2022	Dan Williams called Gabe Shellenbarger to check on the status of the lease review and left a voicemail.					
6/26/2022	Dan Williams received a phone call from Gabe Shellenbarger. Presented the revised offer. He requests the revised lease mailed to him for review.					
6/27/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, mailed the revised lease to the Shellenbangers at 3600 Clay Rd NW, Dellroy, OH 44620 for review.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
18	<b>Danielle A. Fiddler and Daniel Hughes, for their joint lives, remainder to the survivor of them (Unleased Mineral Owner)</b>	150000382000	1180 Laramie Road NW	Carrollton	OH	44615
Date	Comments					
4/12/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, called Danielle Fiddler. There was no answer. Left a message.					
4/13/2022	Eric Sivavec called Danielle Fiddler. There was no answer. Left a message.					
4/14/2022	Eric Sivavec called Danielle Fiddler. There was no answer. Left a message.					
4/15/2022	Eric Sivavec called Danielle Fiddler. There was no answer. Left a message.					

4/18/2022	Eric Sivavec called Danielle Fiddler. There was no answer. Left a message.
4/18/2022	Eric Sivavec mailed an offer letter by certified mail to Danielle Fiddler at 1180 Laramie Rd NW, Carrollton, OH 44615.
4/18/2022	Eric Sivavec mailed an offer letter by certified mail to Daniel Hughes at 2065 Arrow Rd NW #22, Carrollton, OH 44615.
4/20/2022	Eric Sivavec called Danielle Fiddler. There was no answer. Left a message.
4/21/2022	Eric Sivavec made a field visit to Danielle Fiddler at 1180 Laramie Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.
4/25/2022	Eric Sivavec called Danielle Fiddler. There was no answer. Left a message.
5/2/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, mailed an offer letter to Danielle Fiddler at 1180 Laramie Rd NW, Carrollton, OH 44615.
5/2/2022	Dan Williams mailed an offer letter to Daniel Hughes at 2065 Arrow Rd NW #22, Carrollton, OH 44615.
5/11/2022	Dan Williams called Danielle Fiddler. There was no answer. Left a message.
5/11/2022	Dan Williams sent a text message to Danielle Fiddler. There was no response.
5/17/2022	Dan Williams made a field visit to Danielle Fiddler and Daniel Hughes at 1180 Laramie Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.
5/19/2022	Dan Williams called Danielle Fiddler. There was no answer. Left a message.
5/23/2022	Dan Williams made a field visit to Danielle Fiddler and Daniel Hughes at 1180 Laramie Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.
5/27/2022	Dan Williams called Danielle Fiddler. There was no answer. Left a message.
5/31/2022	Dan Williams made a field visit to Danielle Fiddler and Daniel Hughes at 1180 Laramie Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.
6/6/2022	Dan Williams called Danielle Fiddler. There was no answer. Left a message.
6/8/2022	Dan Williams made a field visit to Danielle Fiddler and Daniel Hughes at 1180 Laramie Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.
6/14/2022	Dan Williams made a field visit to Danielle Fiddler and Daniel Hughes at 1180 Laramie Rd NW, Carrollton, OH 44615. A child answered the door and quickly closed it. Left a business card.

6/27/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Danielle Fiddler. There was no answer. Voicemail box is full. Unable to leave a message.					
7/1/2022	Matt Bertram called Danielle Fiddler. There was no answer. Voicemail box is full. Unable to leave a message.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
19	<b>Norma L. O'Brien and Richard O'Brien, wife and husband, for their joint lives, remainder to the survivor of them (Unleased Mineral Owner)</b>	150000100001	1180 Laramie Road NW	Carrollton	OH	44615
Date	Comments					
4/18/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, mailed an offer letter by certified mail to Norma L. O'Brien at 1180 Laramie Rd NW, Carrollton, OH 44615.					
4/21/2022	Eric Sivavec made a field visit to Danielle Fiddler at 1180 Laramie Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.					
5/2/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, mailed an offer letter to Norma L. O'Brien at 1180 Laramie Rd NW, Carrollton, OH 44615.					
5/17/2022	Dan Williams made a field visit to 1180 Laramie Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.					
5/23/2022	Dan Williams made a field visit to 1180 Laramie Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.					
5/31/2022	Dan Williams made a field visit to 1180 Laramie Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.					
6/8/2022	Dan Williams made a field visit to 1180 Laramie Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.					
6/14/2022	Dan Williams made a field visit to 1180 Laramie Rd NW, Carrollton, OH 44615. A child answered the door and quickly closed it. Left a business card.					
6/15/2022	Scott McElravy of Halo Land Management, on behalf of EAP Ohio, LLC, made a field visit to 1180 Laramie Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.					
6/30/2022	Scott McElravy made a field visit to 1180 Laramie Rd NW, Carrollton, OH 44615. A child answered the door and quickly closed it. Left a business card.					
7/5/2022	Matthew McKinnon of Halo Land Management, on behalf of EAP Ohio, LLC, called Norma L. O'Brien and left a voicemail.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
20	<b>Natalie Beth Cross (Unleased Mineral Owner)</b>	150000099000	5960 Longbrook Street SW	Massillon	OH	44646
Date	Comments					

4/12/2022	Eric Sivavec of Halo Land Management, on the behalf of EAP Ohio, LLC, called Natalie Beth Cross. There was no answer. Left a message.					
4/13/2022	Eric Sivavec called Natalie Beth Cross. There was no answer. Left a message.					
4/14/2022	Eric Sivavec called Natalie Beth Cross. Presented the lease offer. She is not interested in leasing due to her use of the property for a non-profit organization.					
4/18/2022	Eric Sivavec called Natalie Beth Cross. She is now interested in the lease offer.					
4/28/2022	Eric Sivavec called Natalie Beth Cross. She is meeting with her attorney soon to finalize the property transfer from her mother, Lola VanSickel.					
5/8/2022	Dan Williams of Halo Land Management, on the behalf of EAP Ohio, LLC, called Natalie Beth Cross. She stated that the property transfer will be finalized next week.					
5/11/2022	Dan Williams received a phone call from Natalie Beth Cross. She stated that the transfer is finalized and recorded. She will review a lease.					
5/13/2022	Dan Williams emailed Natalie Beth Cross the lease for review.					
5/18/2022	Dan Williams received a phone call from Natalie Beth Cross. Discussed an issue with the lease.					
5/18/2022	Dan Williams emailed Natalie Beth Cross the revised lease for review.					
5/23/2022	Dan Williams emailed Natalie Beth Cross to check on the status of the lease review. No response.					
5/25/2022	Dan Williams called Natalie Beth Cross to check on the status of the lease review. She is getting married this weekend and will call back when she returns from the honeymoon.					
6/7/2022	Dan Williams called Natalie Beth Cross to check on the status of the lease review. She has decided to have her attorney review the lease. She is working on getting an appointment.					
6/10/2022	Dan Williams called Natalie Beth Cross. Presented a revised offer. She has not set an appointment with her attorney yet.					
6/10/2022	Dan Williams emailed Natalie Beth Cross the revised lease for review.					
6/13/2022	Dan Williams received an email from Natalie Beth Cross saying that she will be meeting with her attorney this week to review the lease.					
6/21/2022	Dan Williams received an email from attorney Brent Barnes. He requested some revisions to the lease.					
6/21/2022	Dan Williams emailed attorney Brent Barnes counter language provided by EAP for review.					
6/27/2022	Dan Williams received an email from attorney Brent Barnes containing his proposed counter language.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
22	Black Gold Holdings, LLC Attn: Kenneth J. Joseph (Unleased Mineral Owner)	150000100000	7100 Whipple Avenue NW	North Canton	OH	44720
Date	Comments					

4/12/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, called Black Gold Holdings, LLC using multiple phone numbers. All numbers attempted are invalid.						
4/12/2022	Eric Sivavec called attorney Richard Arnold, listed agent for Black Gold Holdings, LLC. Presented the lease offer. He will discuss the offer with Black Gold Holdings, LLC.						
4/13/2022	Eric Sivavec received a phone call from attorney Richard Arnold seeking clarification on the subject parcel. Answered his questions.						
4/20/2022	Eric Sivavec emailed attorney Richard Arnold to check on the status of the lease offer.						
4/25/2022	Eric Sivavec received an email from Attorney Richard Arnold containing a counteroffer with unrealistic terms.						
4/26/2022	Eric Sivavec received a phone call from attorney Richard Arnold. Discussed his unrealistic counteroffer.						
5/15/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, emailed attorney Richard Arnold to see if they have reconsidered their counteroffer. No response.						
6/6/2022	Dan Williams emailed attorney Richard Arnold to see if they have reconsidered their counteroffer. No response.						
6/16/2022	Dan Williams called attorney Richard Arnold. Presented a revised lease offer. Mr. Arnold will discuss the offer with his client but feels the offer is still unsatisfactory.						
6/24/2022	Dan Williams emailed attorney Richard Arnold the revised lease offer.						
7/1/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, emailed attorney Richard Arnold. Provided contact information and reiterated the revised lease offer.						
7/1/2022	Matt Bertram received an email from attorney Richard Arnold. He said he will present the revised offer to Black Gold Holdings, LLC but so far they have not been accepting of the terms.						
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code	
24	Charlene Black and Chad L. Stutler, for their joint lives, remainder to the survivor of them (Unleased Mineral Owner)	150000100016 150000100015 150000100002	3092 Jasmine Road NW	Carrollton	OH	44615	
Date	Comments						
4/7/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, called Charlene Black. There was no answer. Left a message.						
4/8/2022	Eric Sivavec called Charlene Black and left a voicemail.						
4/11/2022	Eric Sivavec called Charlene Black and left a voicemail.						
4/13/2022	Eric Sivavec called Charlene Black and left a voicemail.						

4/14/2022	Eric Sivavec called Charlene Black. Presented the lease offer. She will discuss the offer with her husband Norman Stutler and thinks that he will turn it down.					
4/19/2022	Eric Sivavec called Charlene Black. She said they will not accept the offer. She did not provide a counteroffer. She will continue to discuss the offer with Norman Stutler and her son Chad L. Stutler.					
4/25/2022	Eric Sivavec called Charlene Black to check on the status of the lease offer. She said they will hold for better terms.					
4/28/2022	Eric Sivavec called Chad L. Stutler, co-owner and son of Charlene. He said they will hold and wait to see what their neighbors sign for.					
5/6/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, called Chad L. Stutler, co-owner and son of Charlene. He said they will hold and wait to see what their neighbors sign for.					
5/16/2022	Dan Williams called Chad L. Stutler, co-owner and son of Charlene. He said they will continue to hold and wait to see what their neighbors sign for.					
5/24/2022	Dan Williams called Charlene Black. Presented a revised lease offer. She said that her and Chad will continue to hold out.					
6/1/2022	Dan Williams called Charlene Black and left a voicemail.					
6/1/2022	Dan Williams called Charlene Black and left a voicemail.					
6/9/2022	Dan Williams received a phone call from Chad L. Stutler. Chad provided a counteroffer with unrealistic terms.					
6/10/2022	Dan Williams called Chad L. Stutler and left a voicemail.					
6/12/2022	Dan Williams called Chad L. Stutler. Presented a revised offer. He will discuss with Charlene.					
6/15/2022	Dan Williams called Chad L. Stutler and left a voicemail.					
6/21/2022	Dan Williams called Chad L. Stutler and left a voicemail.					
6/23/2022	Dan Williams called Chad L. Stutler. Presented the revised lease offer. He said that they are not satisfied with the offer and will not lease.					
7/1/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Chad L. Stutler. Provided contact information and reiterated the revised lease offer. Chad was at work and will call back to discuss the offer.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
30 31	Lincoln Energy Partners V, LLC Attn: Jacob Coheley (Unleased Mineral Owner)	150000099002 150000100012	3400 S Broadway Avenue, Suite 100	Englewood	CO	80113
Date	Comments					
4/1/2022	Eric Sivavec of Halo Land Management, on the behalf of EAP Ohio, LLC, called Lincoln Energy Partners V, LLC. There was no answer. Left a message					
4/4/2022	Eric Sivavec called Lincoln Energy Partners V, LLC. There was no answer. Left a message					

Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
4/4/2022	Eric Sivavec mailed an offer letter to Lincoln Energy Partners V, LLC at 3400 S Broadway Ave, Suite 100, Englewood, CO 80113.					
4/5/2022	Eric Sivavec called Lincoln Energy Partners V, LLC. There was no answer. Left a message					
4/6/2022	Eric Sivavec called Lincoln Energy Partners V, LLC. There was no answer. Left a message					
4/7/2022	Eric Sivavec called Lincoln Energy Partners V, LLC. There was no answer. Left a message					
4/11/2022	Eric Sivavec emailed Lincoln Energy Partners V, LLC in attempt to establish contact.					
4/11/2022	Eric Sivavec called Lincoln Energy Partners V, LLC. There was no answer. Left a message					
4/12/2022	Eric Sivavec received an email from Jacob Coheley, managing partner at Lincoln Energy Partners V, LLC. He provided his phone number.					
4/13/2022	Eric Sivavec called Jacob Coheley. Presented the lease offer. He will discuss the offer with his partners. He mentioned that they usually participate.					
4/21/2022	Eric Sivavec emailed Jacob Coheley to ask for information needed to draft the lease.					
4/25/2022	Eric Sivavec received an email from Jacob Coheley containing the necessary information.					
4/27/2022	Eric Sivavec called Jacob Coheley. There was no answer. Left a message.					
5/5/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, called Jacob Coheley. There was no answer. Left a message.					
5/10/2022	Dan Williams called Jacob Coheley. He requests an email with the terms of the offer and subject parcel information.					
5/10/2022	Dan Williams emailed Jacob Coheley the requested information.					
5/18/2022	Dan Williams called Jacob Coheley. He requests a call back tomorrow.					
5/19/2022	Dan Williams called Jacob Coheley and left a voicemail.					
5/27/2022	Dan Williams called Jacob Coheley and left a voicemail.					
5/27/2022	Dan Williams emailed Jacob Coheley to check on the status of their review of the lease offer. No response.					
6/6/2022	Dan Williams called Jacob Coheley and left a voicemail.					
6/13/2022	Dan Williams called Jacob Coheley and left a voicemail.					
6/24/2022	Dan Williams emailed Jacob Coheley the revised lease offer.					
6/24/2022	Jacob emailed Tim Struble with EAP Ohio and indicated that they would be interested in participating.					
6/25/2022	Dan Williams received a phone call from Jacob Coheley. He said they have decided to participate in the well. They will contact Tim Struble of EAP Ohio, LLC.					
7/1/2022	Tim replied to Jacob's statement, and asked Jocob to provide the lease to one of their non-operating entities they use for mineral interest they purchase.					

33	Ironhead Resources II, LLC Attn: Chris Rountree (Non-Consenting Working Interest Owner)	150000762002	P.O. Box 190	Cambridge	OH	43725
<b>Date</b>	<b>Comments</b>					
6/8/2022	Tim Struble, with EAP OHIO, LLC, emailed Chris Rountree, to ask him if Ironhead would be interested in selling their lease.					
6/9/2022	Chris replied to Tim's email with his phone number and to call.					
6/9/2022	Tim Called Chris and they discussed option for the lease. Chris stated he would be more interested in trading.					
6/22/2022	Chris sent Tim an email of two leases that he'd want to trade for in Guernsey County. Tim replied that we normally traded within the same county/vicinity.					
<b>Tract(s)</b>	<b>Owner</b>	<b>Parcel(s)</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>ZIP Code</b>
36	Charles McLean and Dorothy McLean, husband and wife, for their joint lives, remainder to the survivor of them  (Unleased Mineral Owner)	150000621000	3159 Canton Road NW	Carrollton	OH	44615
<b>Date</b>	<b>Comments</b>					
4/12/2022	Eric Sivavec of Halo Land Management, on the behalf of EAP Ohio, LLC, called Charles Edsel McLean using multiple phone numbers. All numbers attempted are invalid.					
4/13/2022	Eric Sivavec called Charles Edsel McLean using multiple alternative phone numbers. All numbers attempted are invalid.					
4/15/2022	Eric Sivavec called Charles Edsel McLean using multiple alternative phone numbers. All numbers attempted are invalid.					
4/20/2022	Eric Sivavec called Charles Edsel McLean using multiple alternative phone numbers. There was no answer. Left messages.					
4/29/2022	Eric Sivavec mailed an offer letter to Charles Edsel McLean at 3159 Canton Rd NW, Carrollton, OH 44615.					
5/2/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, made a field visit to Charles Edsel McLean at 3159 Canton Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.					
5/17/2022	Dan Williams made a field visit to Charles Edsel McLean at 3159 Canton Rd NW, Carrollton, OH 44615. Was met in the driveway by a man who asked if the No Trespassing signs were seen. Was asked to lease the property.					
5/19/2022	Dan Williams mailed an offer letter by certified mail to Charles Edsel McLean at 3159 Canton Rd NW, Carrollton, OH 44615.					
5/24/2022	Dan Williams received an email from attorney Matt Onest. He requests information about the lease offer.					
5/24/2022	Dan Williams emailed attorney Matt Onest the requested information.					
5/27/2022	Dan Williams emailed attorney Matt Onest to check on the status of the lease offer review.					

6/1/2022	Dan Williams received an email from attorney Matt Onest regarding the lease offer.					
6/2/2022	Dan Williams received an email from attorney Matt Onest containing a counteroffer.					
6/3/2022	Dan Williams emailed attorney Matt Onest the revised lease for review containing his requested revisions.					
6/6/2022	Dan Williams received an email from attorney Matt Onest. He will be sending the lease out to the McLeans this week for signing.					
6/13/2022	Dan Williams emailed attorney Matt Onest to check on the status of the lease.					
6/13/2022	Dan Williams received an email from attorney Matt Onest. He is working on getting the leases to the McLeans.					
6/20/2022	Dan Williams emailed attorney Matt Onest to check on the status of the lease.					
6/20/2022	Dan Williams received an email from attorney Matt Onest. He said the leases are with the McLeans.					
6/24/2022	Dan Williams emailed attorney Matt Onest. Presented the revised offer.					
6/27/2022	Dan Williams emailed attorney Matt Onest the new revised lease for review.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
36	<b>David N. McLean and Christine L. McLean, husband and wife, for their joint lives, remainder to the survivor of them (Unleased Mineral Owner)</b>	150000621000	3159 Canton Road NW	Carrollton	OH	44615
Date	Comments					
4/12/2022	Eric Sivavec of Halo Land Management, on the behalf of EAP Ohio, LLC, called Charles Edsel McLean using multiple phone numbers. All numbers attempted are invalid.					
4/13/2022	Eric Sivavec called Charles Edsel McLean using multiple alternative phone numbers. All numbers attempted are invalid.					
4/15/2022	Eric Sivavec called Charles Edsel McLean using multiple alternative phone numbers. All numbers attempted are invalid.					
4/20/2022	Eric Sivavec called Charles Edsel McLean using multiple alternative phone numbers. There was no answer. Left messages.					
4/29/2022	Eric Sivavec mailed an offer letter to Charles Edsel McLean at 3159 Canton Rd NW, Carrollton, OH 44615.					
5/2/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, made a field visit to Charles Edsel McLean at 3159 Canton Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.					
5/17/2022	Dan Williams made a field visit to Charles Edsel McLean at 3159 Canton Rd NW, Carrollton, OH 44615. Was met in the driveway by a man who asked if the No Trespassing signs were seen. Was asked to lease the property.					
5/19/2022	Dan Williams mailed an offer letter by certified mail to Charles Edsel McLean at 3159 Canton Rd NW, Carrollton, OH 44615.					

5/24/2022	Dan Williams received an email from attorney Matt Onest. He requests information about the lease offer.					
5/24/2022	Dan Williams emailed attorney Matt Onest the requested information.					
5/27/2022	Dan Williams emailed attorney Matt Onest to check on the status of the lease offer review.					
6/1/2022	Dan Williams received an email from attorney Matt Onest regarding the lease offer.					
6/2/2022	Dan Williams received an email from attorney Matt Onest containing a counteroffer.					
6/3/2022	Dan Williams emailed attorney Matt Onest the revised lease for review containing his requested revisions.					
6/6/2022	Dan Williams received an email from attorney Matt Onest. He will be sending the lease out to the McLeans this week for signing.					
6/13/2022	Dan Williams emailed attorney Matt Onest to check on the status of the lease.					
6/13/2022	Dan Williams received an email from attorney Matt Onest. He is working on getting the leases to the McLeans.					
6/20/2022	Dan Williams emailed attorney Matt Onest to check on the status of the lease.					
6/20/2022	Dan Williams received an email from attorney Matt Onest. He said the leases are with the McLeans.					
6/24/2022	Dan Williams emailed attorney Matt Onest. Presented the revised lease offer.					
6/27/2022	Dan Williams emailed attorney Matt Onest the new revised lease for review.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
37	Charlene K. Black (Unleased Mineral Owner)	150000762000	3092 Jasmine Road NW	Carrollton	OH	44615
Date	Comments					
4/7/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, called Charlene Black. There was no answer. Left a message.					
4/8/2022	Eric Sivavec called Charlene Black. There was no answer. Left a message.					
4/11/2022	Eric Sivavec called Charlene Black. There was no answer. Left a message.					
4/13/2022	Eric Sivavec called Charlene Black. There was no answer. Left a message.					
4/14/2022	Eric Sivavec called Charlene Black. Presented the lease offer. She will discuss the offer with her husband Norman Stutler and thinks that he will turn it down.					
4/19/2022	Eric Sivavec called Charlene Black. She said they will not accept the offer. She did not provide a counteroffer. She will continue to discuss the offer with Norman Stutler and her son Chad L. Stutler.					
4/25/2022	Eric Sivavec called Charlene Black to check on the status of the lease offer. She said they will hold for better terms.					
4/28/2022	Eric Sivavec called Chad L. Stutler, son of Charlene. He said they will hold and wait to see what their neighbors sign for.					

5/6/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, called Chad L. Stutler. He said they will hold and wait to see what their neighbors sign for.					
5/16/2022	Dan Williams called Chad L. Stutler. He said they will continue to hold and wait to see what their neighbors sign for.					
5/24/2022	Dan Williams called Charlene Black. Presented a revised lease offer. She said that her, Norman, and Chad will continue to hold out.					
6/1/2022	Dan Williams called Charlene Black and left a voicemail.					
6/1/2022	Dan Williams called Chad L. Stutler and left a voicemail.					
6/9/2022	Dan Williams received a phone call from Chad L. Stutler. Chad provided a counteroffer with unrealistic terms.					
6/10/2022	Dan Williams called Chad L. Stutler and left a voicemail.					
6/12/2022	Dan Williams called Chad L. Stutler. Presented a revised offer. He will discuss with Norman and Charlene.					
6/15/2022	Dan Williams called Chad L. Stutler and left a voicemail.					
6/21/2022	Dan Williams called Chad L. Stutler and left a voicemail.					
6/23/2022	Dan Williams called Chad L. Stutler. Presented the revised offer. He said that they are not satisfied with the offer and will not lease.					
7/1/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Chad L. Stutler. Provided contact information and reiterated the revised lease offer. Chad was at work and will call back to discuss the offer.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
37	Norman L. Stutler (Unleased Mineral Owner)	150000762000	3092 Jasmine Road NW	Carrollton	OH	44615
Date	Comments					
4/7/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, called Charlene Black, co-owner and wife of Norman Stutler. There was no answer. Left a message.					
4/8/2022	Eric Sivavec called Charlene Black and left a voicemail.					
4/11/2022	Eric Sivavec called Charlene Black and left a voicemail.					
4/13/2022	Eric Sivavec called Charlene Black and left a voicemail.					
4/14/2022	Eric Sivavec called Charlene Black. Presented the lease offer. She will discuss the offer with her husband Norman Stutler and thinks that he will turn it down.					

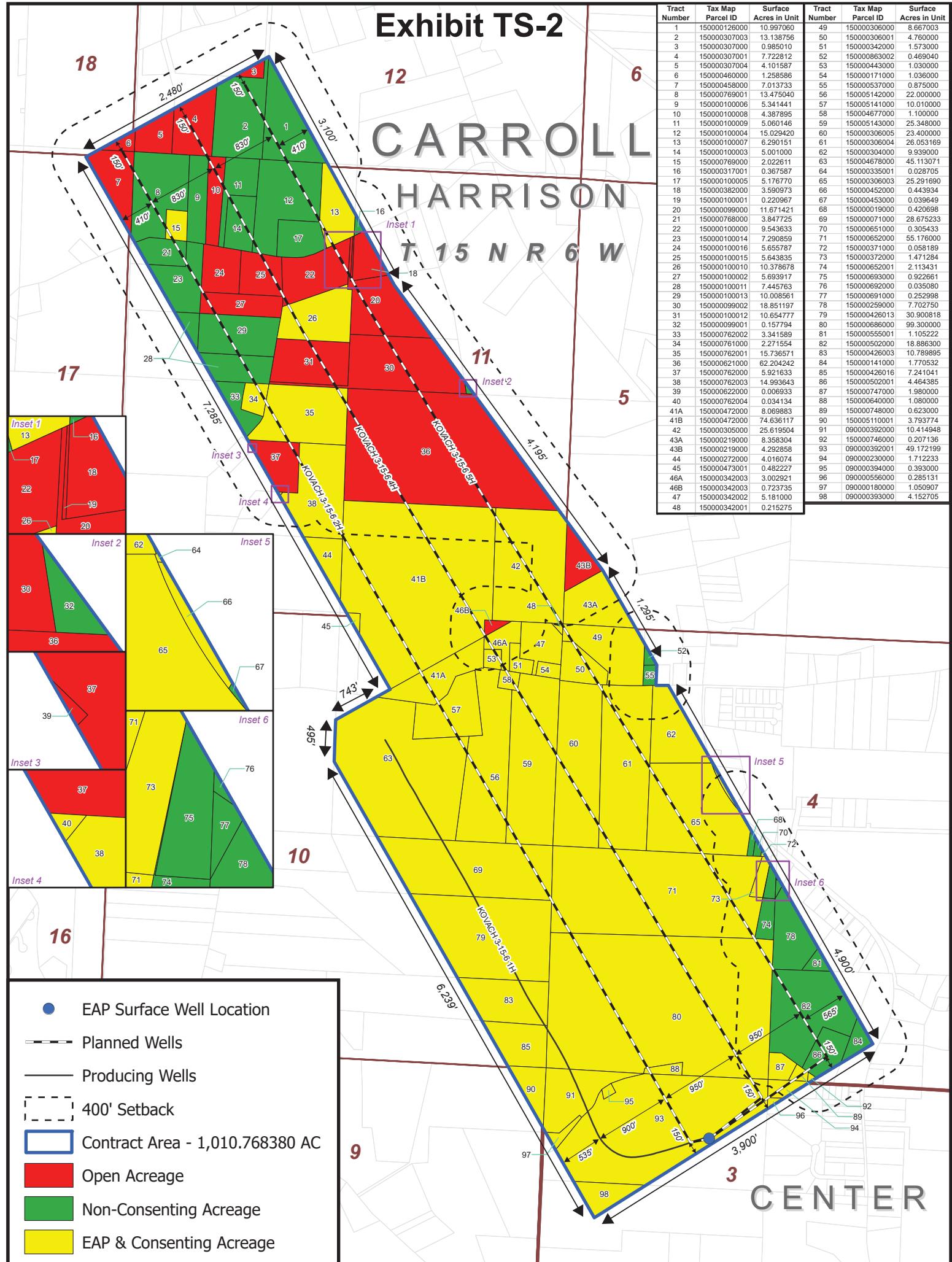
4/19/2022	Eric Sivavec called Charlene Black. She said they will not accept the offer. She did not provide a counteroffer. She will continue to discuss the offer with Norman Stutler and her son Chad L. Stutler.					
4/25/2022	Eric Sivavec called Charlene Black to check on the status of the lease offer. She said they will hold for better terms.					
4/28/2022	Eric Sivavec called Chad L. Stutler, son of Norman Stutler. He said they will hold and wait to see what their neighbors sign for.					
5/6/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, called Chad L. Stutler. He said they will hold and wait to see what their neighbors sign for.					
5/16/2022	Dan Williams called Chad L. Stutler. He said they will continue to hold and wait to see what their neighbors sign for.					
5/24/2022	Dan Williams called Charlene Black. Presented a revised lease offer. She said that her, Norman, and Chad will continue to hold out.					
6/1/2022	Dan Williams called Charlene Black and left a voicemail.					
6/1/2022	Dan Williams called Chad L. Stutler and left a voicemail.					
6/9/2022	Dan Williams received a phone call from Chad L. Stutler. Chad provided a counteroffer with unrealistic terms.					
6/10/2022	Dan Williams called Chad L. Stutler. There was no answer. Left a message.					
6/12/2022	Dan Williams called Chad L. Stutler. Presented a revised offer. He will discuss with Norman and Charlene.					
6/15/2022	Dan Williams called Chad L. Stutler. There was no answer. Left a message.					
6/21/2022	Dan Williams called Chad L. Stutler. There was no answer. Left a message.					
6/23/2022	Dan Williams called Chad L. Stutler. Presented the revised offer. He said that they are not satisfied with the offer and will not lease.					
7/1/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Chad L. Stutler. Provided contact information and reiterated the revised lease offer. Chad was at work and will call back to discuss the offer.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
39	Margaret R. Helm (Unleased Mineral Owner)	150000622000	3111 Jasmine Road NW	Carrollton	OH	44615
Date	Comments					
6/7/2022	Executor's Deed for the Estate of Ruth J. McNutt is filed of record in Carroll County at 153/3698. Conveys the parcel to Margaret R. Helm.					
6/14/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Margaret R. Helm. The number is invalid.					
6/20/2022	Matt Bertram called Margaret R. Helm using an alternative phone number. The number is invalid.					
6/22/2022	Matt Bertram requested an Accurint report for Margaret R. Helm. No report available.					

6/30/2022	Matt Bertram made a field visit to Margaret R. Helm at 3111 Jasmine Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.					
7/1/2022	Matt Bertram mailed an offer letter by certified mail to Margaret R. Helm at 3111 Jasmine Rd NW, Carrollton, OH 44615.					
Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code
43B	<b>Richard D. Wagner and Sharon K. Wagner, Co-Trustees of the Richard D. Wagner and Sharon K. Wagner Revocable Trust, dated March 24, 2020 (Unleased Mineral Owner)</b>	150000219000	3083 Canton Road NW	Carrollton	OH	44615
Date	Comments					
4/21/2022	Eric Sivavec of Halo Land Management, on the behalf of EAP Ohio, LLC, made a field visit to the Wagners at 3083 Canton Rd NW, Carrollton, OH 44615. Met with Richard D. Wagner, trustee. Presented the lease offer. Richard stated that he has a lease offer from a competitor as well.					
4/29/2022	Eric Sivavec emailed Richard D. Wagner the revised lease offer.					
5/3/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, received an email from Richard D. Wagner regarding the lease offer.					
5/10/2022	Dan Williams sent an email to Richard D. Wagner to follow up on the revised lease offer. No response.					
5/18/2022	Dan Williams sent an email to Richard D. Wagner to follow up on the revised lease offer. No response.					
5/23/2022	Dan Williams made a field visit to the Wagners at 3083 Canton Rd NW, Carrollton, OH 44615. Knocked on the door but no one was there. Left a business card.					
5/31/2022	Dan Williams sent an email to Richard D. Wagner to follow up on the revised lease offer.					
6/1/2022	Dan Williams received an email from Richard D. Wagner regarding the lease offer.					
6/2/2022	Dan Williams received an email from Richard D. Wagner. He wants to review a lease for the offered terms.					
6/2/2022	Dan Williams emailed Richard D. Wagner the lease for review.					
6/7/2022	Dan Williams emailed Richard D. Wagner to check on the status of the lease review. No response.					
6/13/2022	Dan Williams emailed Richard D. Wagner to check on the status of the lease review. No response.					
6/24/2022	Dan Williams emailed Richard D. Wagner the revised lease offer.					
6/28/2022	Dan Williams received an email from Richard D. Wagner. He disagrees with the net acres of the lease offer.					
6/29/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, emailed Richard D. Wagner explaining the open and held acreages in detail. Included supporting documentation for reference.					

Tract(s)	Owner	Parcel(s)	Street Address	City	State	ZIP Code					
46B	Kimberly J. Mills, a single woman (Unleased Mineral Owner)	150000342003	355 Deerhaven Drive SW	Carrollton	OH	44615					
Date	Comments										
4/19/2022	Eric Sivavec of Halo Land Management, on behalf of EAP Ohio, LLC, called Kimberly J. Mills using multiple phone numbers. All numbers attempted are invalid.										
4/20/2022	Eric Sivavec called Kimberly J. Mills using multiple alternative phone numbers. All numbers attempted are invalid.										
4/25/2022	Eric Sivavec mailed an offer letter to Kimberly J. Mills at 355 Deerhaven Dr SW, Carrollton, OH 44615.										
5/9/2022	Dan Williams of Halo Land Management, on behalf of EAP Ohio, LLC, called Kimberly J. Mills using an alternative phone number. The number has been disconnected.										
5/23/2022	Dan Williams called Kimberly J. Mills using an alternative phone number. The number is invalid.										
6/14/2022	Dan Williams called Kimberly J. Mills using an alternative phone number. The number is a wrong number.										
6/27/2022	Matt Bertram of Halo Land Management, on behalf of EAP Ohio, LLC, called Kimberly J. Mills using multiple phone numbers. Left a message at all numbers.										
7/1/2022	Matt Bertram mailed an offer letter by certified mail to Kimberly J. Mills at 355 Deerhaven Dr SW, Carrollton, OH 44615.										

## Exhibit TS-2

CARROLL  
HARRISON  
T 15 N R 6 W



## Exhibit TS-2

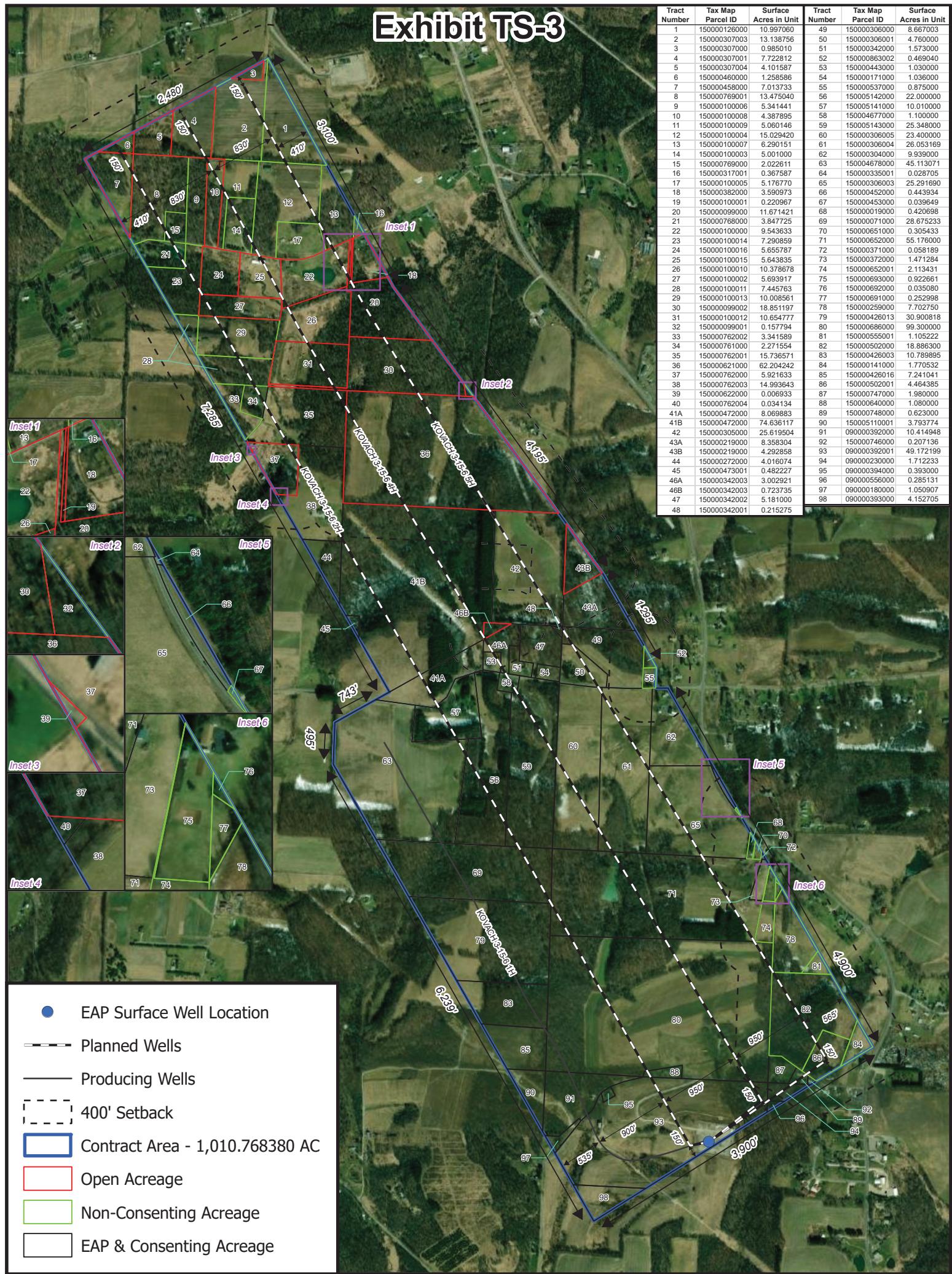
Kovach North Unit  
Harrison & Center Townships  
Carroll Co., OH

0 1,000 2,000  
Feet



ENCINO  
Energy

## Exhibit TS-3



## Exhibit TS-3

Kovach North Unit  
Harrison & Center Townships  
Carroll Co., OH

0 1,000 2,000  
Feet



ENCINO  
Energy

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

In re the Matter of the Application of :  
EAP Ohio, LLC for Unit Operation :  
:   
Kovach North Unit :

**WORKING INTEREST OWNER APPROVAL**

EAP Ohio, LLC ("Applicant") has prepared and/or filed an application asking the Chief of the Division of Oil and Gas Resources Management to issue an order authorizing Applicant to operate the Kovach North Unit, located in Carroll County, Ohio, and consisting of ninety-eight (98) separate tracts of land covering approximately 1,010.768380 acres, according to the Unit Plan attached thereto (the "Application").

Applicant is an owner (as that term is defined in Ohio Revised Code § 1509.01(K)) in fifty-one (51) tract(s) of land covering approximately 538.488383 acres contained in the Kovach North Unit, or 53.275151% of the lands in the unit, all as more specifically described on attached Exhibit 1.

Additionally, CGAS Appalachia, LLC ("CGAS") is an owner (as that term is defined in Ohio Revised Code § 1509.01(K)) in one (1) tract of land covering approximately 1.853418 acre contained in the Kovach North Unit, or 0.183367% of the lands in the unit, all as more specifically described on attached Exhibit 2.

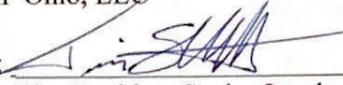
Further, Jamestown Resources, LLC ("Jamestown") is an owner (as that term is defined in Ohio Revised Code § 1509.01(K)) in forty-one (41) tract(s) of land covering approximately 14.112578 acres contained in the Kovach North Unit, or 1.396223% of the lands in the unit, all as more specifically described on attached Exhibit 3.

Moreover, Riverbend Oil & Gas VI-B, L.L.C. ("Riverbend") is an owner (as that term is defined in Ohio Revised Code § 1509.01(K)) in forty-one (41) tract(s) of land covering approximately 141.125781 acres contained in the Kovach North Unit, or 13.962228% of the lands in the unit, all as more specifically described on attached Exhibit 4.

Exhibit 6

Pursuant to Ohio Revised Code § 1509.28(A), Applicant hereby approves,<sup>1</sup> and supports the making of, the Application (including without limitation the Unit Plan attached thereto), and further commits its, CGAS', Jamestown's and Riverbend's, acreage to the Kovach North Unit.

EAP Ohio, LLC

By:   
Tim Struble – Senior Landman

Date: 7/7/2022

Exhibit 6

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<sup>1</sup> Applicant, as operator of the proposed unit, is authorized to file this Application on behalf of CGAS Appalachia, LLC, Jamestown Resources, LLC and Riverbend Oil & Gas VI-B, LLC by virtue of a Joint Operating Agreement with CGAS Appalachia, LLC, Jamestown Resources, LLC and Riverbend Oil & Gas VI-B, LLC's predecessor, TOTAL E&P USA, Inc.

## EXHIBIT 1

TRACT NUMBER	LESSOR/OWNER	SURFACE ACRES IN UNIT	TRACT PARTICIPATION	TAX MAP PARCEL ID NUMBERS
13	Gary L. Teeter	6.290151	0.622314%	150000100007
15	Brian S. Marks	2.022611	0.200106%	150000769000
26	Andrew J. Strzyzynski	10.378678	1.026811%	150000100010
34	Ronald A. Indorf and Tammy L. Indorf, husband and wife, for their joint lives, remainder to the survivor of them	2.271554	0.224735%	150000761000
35	Bernard McHenry	15.736571	1.556892%	150000762001
38	Mark J. Weber and Gillian K. Weber, for their joint lives, remainder to the survivor of them	14.993643	1.483391%	150000762003
40	Ronald W. Reinke	0.034134	0.003377%	150000762004
41A	Gary L. Teeter, Trustee of the Gary L. Teeter Trust dated August 2, 2011	5.850665	0.578833%	150000472000
41B	Gary L. Teeter, Trustee of the Gary L. Teeter Trust dated August 2, 2011	74.636117	7.384097%	150000472000
42	Stanley Robert George	18.574141	1.837626%	150000305000
42	Galbraith Real Estate Company, LLC Attn: Joseph T.F. Galbraith and James R.F. Galbraith	9.287070	0.918813%	150000305000
43A	Richard D. Wagner and Sharon K. Wagner, Co-Trustees of the Richard D. Wagner and Sharon K. Wagner Revocable Trust, dated March 24, 2020	6.059770	0.599521%	150000219000
44	Adam Bittaker, a single man, and Kelly Strawderman, a single woman, for their joint lives, remainder to the survivor of them	2.162656	0.213962%	150000272000
45	Robert T. and Regina M. Stover	0.482227	0.047709%	150000473001
46A	Kimberly J. Mills, a single woman	2.177118	0.215392%	150000342003
47	The Gary W. Campbell and Victoria L. Campbell, Co-Trustees of the Gary W. and Victoria L. Campbell Revocable Living Trust, dated May 31, 2020	3.756225	0.371621%	150000342002
48	George A. Knapp and Doris M. Knapp, husband and wife	0.215275	0.021298%	150000342001
49	Stanley Robert George	6.283577	0.621663%	150000306000
50	Stanley Robert George	3.451000	0.341423%	150000306001
51	Victoria Lynne Campbell, Trustees of the Homer D. Miller and Sandra F. Mills Living Trust dtd. November 6, 2007	1.140425	0.112828%	150000342000
53	Lonnie C. Mowery	0.373375	0.036940%	150000443000
53	Ava J. Mowery	0.373375	0.036940%	150000443000
54	Gary L. Teeter, Trustee of the Gary L. Teeter Revocable Trust dated August 2, 2011	0.751100	0.074310%	150000171000
56	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust, dated August 2, 2011	15.950000	1.578007%	150005142000
57	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust, dated August 2, 2011	7.257250	0.717993%	150005141000
58	Gene Q. Dunn	0.797500	0.078900%	150004677000
59	Larry C. McCully	18.377300	1.818151%	150005143000
60	Stanley Robert George	8.482500	0.839213%	150000306005
60	Joseph Benjamin Thomas Moody and Clare Loranie Moody	8.482500	0.839213%	150000306005

## EXHIBIT 1

TRACT NUMBER	LESSOR/OWNER	SURFACE ACRES IN UNIT	TRACT PARTICIPATION	TAX MAP PARCEL ID NUMBERS
61	Stanley Robert George	9.444274	0.934366%	150000306004
61	Timothy F Piergallini	9.444274	0.934366%	150000306004
62	Stanley Robert George	3.603050	0.356466%	150000304000
62	Andrew R. Kline and Michelle K. Kline	3.603050	0.356466%	150000304000
63	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust, dated August 2, 2011	32.706976	3.235853%	150004678000
64	Cason R. Leggett and Janice E. Leggett, husband and wife, for their joint lives, remainder to the survivor of them	0.020811	0.002059%	150000335001
65	Stanley Robert George	9.168238	0.907056%	150000306003
65	Galbraith Real Estate Company, LLC Attn: Joseph T.F. Galbraith and James R.F. Galbraith	9.168238	0.907056%	150000306003
66	Jeffrey L. Bory	0.321852	0.031842%	150000452000
69	Roger E. Thomas, a married man	20.789544	2.056806%	150000071000
71	Ralph E. Heilman and Sarah A. Heilman, Co-Trustees, The Ralph E. Heilman and Sarah A. Heilman Revocable Living Trust dated January 19, 2006	40.002600	3.957643%	150000652000
72	Ralph E. Heilman and Sarah A. Heilman, Co-Trustees, The Ralph E. Heilman and Sarah A. Heilman Revocable Living Trust dated January 19, 2006	0.042187	0.004174%	150000371000
73	Ralph E. Heilman and Sarah A. Heilman, Co-Trustees, The Ralph E. Heilman and Sarah A. Heilman Revocable Living Trust dated January 19, 2006	1.066681	0.105532%	150000372000
79	Eugene R. Kiko and Heather M. Kiko, husband and wife	22.403093	2.216442%	150000426013
80	George A. Knapp and Doris M. Knapp, husband and wife	71.992500	7.122552%	150000686000
83	Terry Lynch	3.911337	0.386967%	150000426003
83	Myra Lynch	3.911337	0.386967%	150000426003
85	Deborah Bell	5.249755	0.519383%	150000426016
87	Rose M. Seck	1.435500	0.142021%	150000747000
88	Edward Eldon Nign and Violet Janet Nign, Trustees, The Nign Family Revocable Living Trust dated December 9, 2022	0.783000	0.077466%	150000640000
89	David A. Seck	0.451675	0.044686%	150000748000
90	James S. Smith	2.750486	0.272118%	150005110001
91	Nancy E. Spahr (Remainderman); Subject to the Life Estate of Kathryn Kovach	7.550837	0.747039%	090000392000
92	Sherry Casper, Trustee of the Arla Jean Seck Revocable Living Trust, dated December 4, 2000	0.150174	0.014857%	150000746000
93	Linda Kovach	35.649844	3.527004%	090000392001
94	Ronald L. Greene and wife, Judith A. Greene	1.241369	0.122814%	090000230000
95	Linda Kovach	0.284925	0.028189%	090000394000
96	Dale Newell and Julia Newell, Trustees of The Newell Family Revocable Trust	0.206720	0.020452%	090000556000
97	William R. Dycus	0.380954	0.037690%	090000180000

EXHIBIT 1

TRACT NUMBER	LESSOR/OWNER	SURFACE ACRES IN UNIT	TRACT PARTICIPATION	TAX MAP PARCEL ID NUMBERS
97	Jessica Menapace	0.380954	0.037690%	090000180000
98	Linda Kovach	3.010711	0.297864%	090000393000

TOTAL NET LEASED ACRES:	547.775453	54.193964%
TOTAL UNIT ACRES:	1,010.768380	

END OF EXHIBIT 1

EXHIBIT 2

TRACT NUMBER	LESSOR/OWNER	SURFACE ACRES IN UNIT	TRACT PARTICIPATION	TAX MAP PARCEL ID NUMBERS
44	Adam Bittaker, a single man, and Kelly Strawderman, a single woman, for their joint lives, remainder to the survivor of them	1.853418	0.183367%	150000272000

TOTAL NET LEASED ACRES:	1.853418	0.183367%
TOTAL UNIT ACRES:	1,010.768380	

END OF EXHIBIT 2

**EXHIBIT 3**

TRACT NUMBER	LESSOR/OWNER	SURFACE ACRES IN UNIT	TRACT PARTICIPATION	TAX MAP PARCEL ID NUMBERS
41A	Gary L. Teeter, Trustee of the Gary L. Teeter Trust dated August 2, 2011	0.201747	0.019960%	150000472000
42	Stanley Robert George	0.320244	0.031683%	150000305000
42	Galbraith Real Estate Company, LLC Attn: Joseph T.F. Galbraith and James R.F. Galbraith	0.320244	0.031683%	150000305000
43A	Richard D. Wagner and Sharon K. Wagner, Co-Trustees of the Richard D. Wagner and Sharon K. Wagner Revocable Trust, dated March 24, 2020	0.208958	0.020673%	150000219000
46A	Kimberly J. Mills, a single woman	0.075073	0.007427%	150000342003
47	The Gary W. Campbell and Victoria L .Campbell, Co-Trustees of the Gary W. and Victoria L. Campbell Revocable Living Trust, dated May 31, 2020	0.129525	0.012815%	150000342002
49	Stanley Robert George	0.216675	0.021437%	150000306000
50	Stanley Robert George	0.119000	0.011773%	150000306001
51	Victoria Lynne Campbell, Trustees of the Homer D. Miller and Sandra F. Mills Living Trust dtd. November 6, 2007	0.039325	0.003891%	150000342000
53	Lonnie C. Mowery	0.012875	0.001274%	150000443000
53	Ava J. Mowery	0.012875	0.001274%	150000443000
54	Gary L. Teeter, Trustee of the Gary L. Teeter Revocable Trust dated August 2, 2011	0.025900	0.002562%	150000171000
56	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust, dated August 2, 2011	0.550000	0.054414%	150005142000
57	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust, dated August 2, 2011	0.250250	0.024758%	150005141000
58	Gene Q. Dunn	0.027500	0.002721%	150004677000
59	Larry C. McCully	0.633700	0.062695%	150005143000
60	Stanley Robert George	0.292500	0.028938%	150000306005
60	Joseph Benjamin Thomas Moody and Clare Loranie Moody	0.292500	0.028938%	150000306005
61	Stanley Robert George	0.325665	0.032220%	150000306004
61	Timothy F Piergallini	0.325665	0.032220%	150000306004
62	Stanley Robert George	0.124243	0.012292%	150000304000
62	Andrew R. Kline and Michelle K. Kline	0.124243	0.012292%	150000304000
63	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust, dated August 2, 2011	1.127827	0.111581%	150004678000
64	Cason R. Leggett and Janice E. Leggett, husband and wife, for their joint lives, remainder to the survivor of them	0.000718	0.000071%	150000335001
65	Stanley Robert George	0.316146	0.031278%	150000306003
65	Galbraith Real Estate Company, LLC Attn: Joseph T.F. Galbraith and James R.F. Galbraith	0.316146	0.031278%	150000306003
66	Jeffrey L. Bory	0.011098	0.001098%	150000452000
69	Roger E. Thomas, a married man	0.716881	0.070924%	150000071000
71	Ralph E. Heilman and Sarah A. Heilman, Co-Trustees, The Ralph E. Heilman and Sarah A. Heilman Revocable Living Trust dated January 19, 2006	1.379400	0.136470%	150000652000

**EXHIBIT 3**

TRACT NUMBER	LESSOR/OWNER	SURFACE ACRES IN UNIT	TRACT PARTICIPATION	TAX MAP PARCEL ID NUMBERS
72	Ralph E. Heilman and Sarah A. Heilman, Co-Trustees, The Ralph E. Heilman and Sarah A. Heilman Revocable Living Trust dated January 19, 2006	0.001455	0.000144%	150000371000
73	Ralph E. Heilman and Sarah A. Heilman, Co-Trustees, The Ralph E. Heilman and Sarah A. Heilman Revocable Living Trust dated January 19, 2006	0.036782	0.003639%	150000372000
79	Eugene R. Kiko and Heather M. Kiko, husband and wife	0.772520	0.076429%	150000426013
80	George A. Knapp and Doris M. Knapp, husband and wife	2.482500	0.245605%	150000686000
83	Terry Lynch	0.134874	0.013344%	150000426003
83	Myra Lynch	0.134874	0.013344%	150000426003
85	Deborah Bell	0.181026	0.017910%	150000426016
87	Rose M. Seck	0.049500	0.004897%	150000747000
88	Edward Eldon Nign and Violet Janet Nign, Trustees, The Nign Family Revocable Living Trust dated December 9, 2022	0.027000	0.002671%	150000640000
89	David A. Seck	0.015575	0.001541%	150000748000
90	James S. Smith	0.094844	0.009383%	150005110001
91	Nancy E. Spahr (Remainderman); Subject to the Life Estate of Kathryn Kovach	0.260374	0.025760%	090000392000
92	Sherry Casper, Trustee of the Arla Jean Seck Revocable Living Trust, dated December 4, 2000	0.005178	0.000512%	150000746000
93	Linda Kovach	1.229305	0.121621%	090000392001
94	Ronald L. Greene and wife, Judith A. Greene	0.042806	0.004235%	090000230000
95	Linda Kovach	0.009825	0.000972%	090000394000
96	Dale Newell and Julia Newell, Trustees of The Newell Family Revocable Trust	0.007128	0.000705%	090000556000
97	William R. Dycus	0.013136	0.001300%	090000180000
97	Jessica Menapace	0.013136	0.001300%	090000180000
98	Linda Kovach	0.103818	0.010271%	090000393000

<b>TOTAL NET LEASED ACRES:</b>	<b>14.112578</b>	<b>1.396223%</b>
<b>TOTAL UNIT ACRES:</b>	<b>1,010.768380</b>	

**END OF EXHIBIT 3**

**EXHIBIT 4**

TRACT NUMBER	LESSOR/OWNER	SURFACE ACRES IN UNIT	TRACT PARTICIPATION	TAX MAP PARCEL ID NUMBERS
41A	Gary L. Teeter, Trustee of the Gary L. Teeter Trust dated August 2, 2011	2.017471	0.199598%	150000472000
42	Stanley Robert George	3.202438	0.316832%	150000305000
42	Galbraith Real Estate Company, LLC Attn: Joseph T.F. Galbraith and James R.F. Galbraith	3.202438	0.316832%	150000305000
43A	Richard D. Wagner and Sharon K. Wagner, Co-Trustees of the Richard D. Wagner and Sharon K. Wagner Revocable Trust, dated March 24, 2020	2.089576	0.206731%	150000219000
46A	Kimberly J. Mills, a single woman	0.750730	0.074273%	150000342003
47	The Gary W. Campbell and Victoria L .Campbell, Co-Trustees of the Gary W. and Victoria L. Campbell Revocable Living Trust, dated May 31, 2020	1.295250	0.128145%	150000342002
49	Stanley Robert George	2.166751	0.214367%	150000306000
50	Stanley Robert George	1.190000	0.117732%	150000306001
51	Victoria Lynne Campbell, Trustees of the Homer D. Miller and Sandra F. Mills Living Trust dtd. November 6, 2007	0.393250	0.038906%	150000342000
53	Lonnie C. Mowery	0.128750	0.012738%	150000443000
53	Ava J. Mowery	0.128750	0.012738%	150000443000
54	Gary L. Teeter, Trustee of the Gary L. Teeter Revocable Trust dated August 2, 2011	0.259000	0.025624%	150000171000
56	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust, dated August 2, 2011	5.500000	0.544140%	150005142000
57	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust, dated August 2, 2011	2.502500	0.247584%	150005141000
58	Gene Q. Dunn	0.275000	0.027207%	150004677000
59	Larry C. McCully	6.337000	0.626949%	150005143000
60	Stanley Robert George	2.925000	0.289384%	150000306005
60	Joseph Benjamin Thomas Moody and Clare Loranie Moody	2.925000	0.289384%	150000306005
61	Stanley Robert George	3.256646	0.322195%	150000306004
61	Timothy F Piergallini	3.256646	0.322195%	150000306004
62	Stanley Robert George	1.242431	0.122919%	150000304000
62	Andrew R. Kline and Michelle K. Kline	1.242431	0.122919%	150000304000
63	Gary L. Teeter, Trustee of The Gary L. Teeter Revocable Trust, dated August 2, 2011	11.278268	1.115811%	150004678000
64	Cason R. Leggett and Janice E. Leggett, husband and wife, for their joint lives, remainder to the survivor of them	0.007176	0.000710%	150000335001
65	Stanley Robert George	3.161461	0.312778%	150000306003
65	Galbraith Real Estate Company, LLC Attn: Joseph T.F. Galbraith and James R.F. Galbraith	3.161461	0.312778%	150000306003
66	Jeffrey L. Bory	0.110984	0.010980%	150000452000
69	Roger E. Thomas, a married man	7.168808	0.709243%	150000071000

**EXHIBIT 4**

TRACT NUMBER	LESSOR/OWNER	SURFACE ACRES IN UNIT	TRACT PARTICIPATION	TAX MAP PARCEL ID NUMBERS
71	Ralph E. Heilman and Sarah A. Heilman, Co-Trustees, The Ralph E. Heilman and Sarah A. Heilman Revocable Living Trust dated January 19, 2006	13.794000	1.364704%	150000652000
72	Ralph E. Heilman and Sarah A. Heilman, Co-Trustees, The Ralph E. Heilman and Sarah A. Heilman Revocable Living Trust dated January 19, 2006	0.014547	0.001439%	150000371000
73	Ralph E. Heilman and Sarah A. Heilman, Co-Trustees, The Ralph E. Heilman and Sarah A. Heilman Revocable Living Trust dated January 19, 2006	0.367821	0.036390%	150000372000
79	Eugene R. Kiko and Heather M. Kiko, husband and wife	7.725205	0.764290%	150000426013
80	George A. Knapp and Doris M. Knapp, husband and wife	24.825000	2.456052%	150000686000
83	Terry Lynch	1.348737	0.133437%	150000426003
83	Myra Lynch	1.348737	0.133437%	150000426003
85	Deborah Bell	1.810260	0.179097%	150000426016
87	Rose M. Seck	0.495000	0.048973%	150000747000
88	Edward Eldon Nign and Violet Janet Nign, Trustees, The Nign Family Revocable Living Trust dated December 9, 2022	0.270000	0.026712%	150000640000
89	David A. Seck	0.155750	0.015409%	150000748000
90	James S. Smith	0.948444	0.093834%	150005110001
91	Nancy E. Spahr (Remainderman); Subject to the Life Estate of Kathryn Kovach	2.603737	0.257600%	090000392000
92	Sherry Casper, Trustee of the Arla Jean Seck Revocable Living Trust, dated December 4, 2000	0.051784	0.005123%	150000746000
93	Linda Kovach	12.293050	1.216208%	090000392001
94	Ronald L. Greene and wife, Judith A. Greene	0.428058	0.042350%	090000230000
95	Linda Kovach	0.098250	0.009720%	090000394000
96	Dale Newell and Julia Newell, Trustees of The Newell Family Revocable Trust	0.071283	0.007052%	090000556000
97	William R. Dycus	0.131363	0.012996%	090000180000
97	Jessica Menapace	0.131363	0.012996%	090000180000
98	Linda Kovach	1.038176	0.102712%	090000393000

<b>TOTAL NET LEASED ACRES:</b>	<b>141.125781</b>	<b>13.962228%</b>
<b>TOTAL UNIT ACRES:</b>	<b>1,010.768380</b>	

**END OF EXHIBIT 4**

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

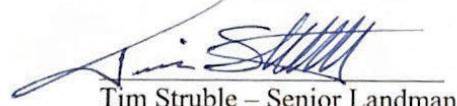
In re the Matter of the Application of :  
EAP Ohio, LLC, for Unit Operation :  
:   
Kovach North Unit :  
:

**AFFIDAVIT OF OWNERSHIP**

I, Tim Struble, being first duly cautioned and sworn, do hereby depose and state as follows:

1. Affiant is competent to testify on the matters contained in this affidavit.
2. Affiant is employed by Encino Energy, LLC as a Senior Landman. Encino Energy, LLC is the parent company of EAP Ohio, LLC ("EAP"), the applicant herein.
3. Affiant's day-to-day responsibilities include assisting EAP with its oil and gas development program in eastern Ohio.
4. Affiant has the authority to sign this affidavit on behalf of EAP.
5. Pursuant to Ohio Revised Code § 1509.28, EAP has filed an application with the Chief of the Division of Oil and Gas Resources Management requesting an order authorizing it to operate the Unitized Formation and applicable land area, identified as the Kovach North Unit, according to the Unit Plan attached thereto (as those terms are used and defined therein). The Kovach North Unit is located in Carroll County, Ohio, and consists of ninety-eight (98) separate tracts of land covering approximately 1,010.768380 acres.
6. As of the application date, EAP and the other consenting working interest owners in the Kovach North Unit 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.

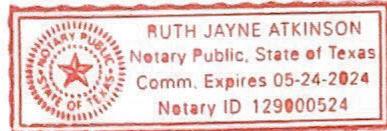


Tim Struble – Senior Landman

**JURAT CERTIFICATE**

STATE OF TEXAS )  
COUNTY OF HARRIS ) ss:  
 )

Sworn to and subscribed before me this 7<sup>th</sup> day of July, 2022, by Tim Struble. This is a jurat certificate; an oath or affirmation was administered to the signer with regard to this notarial act.

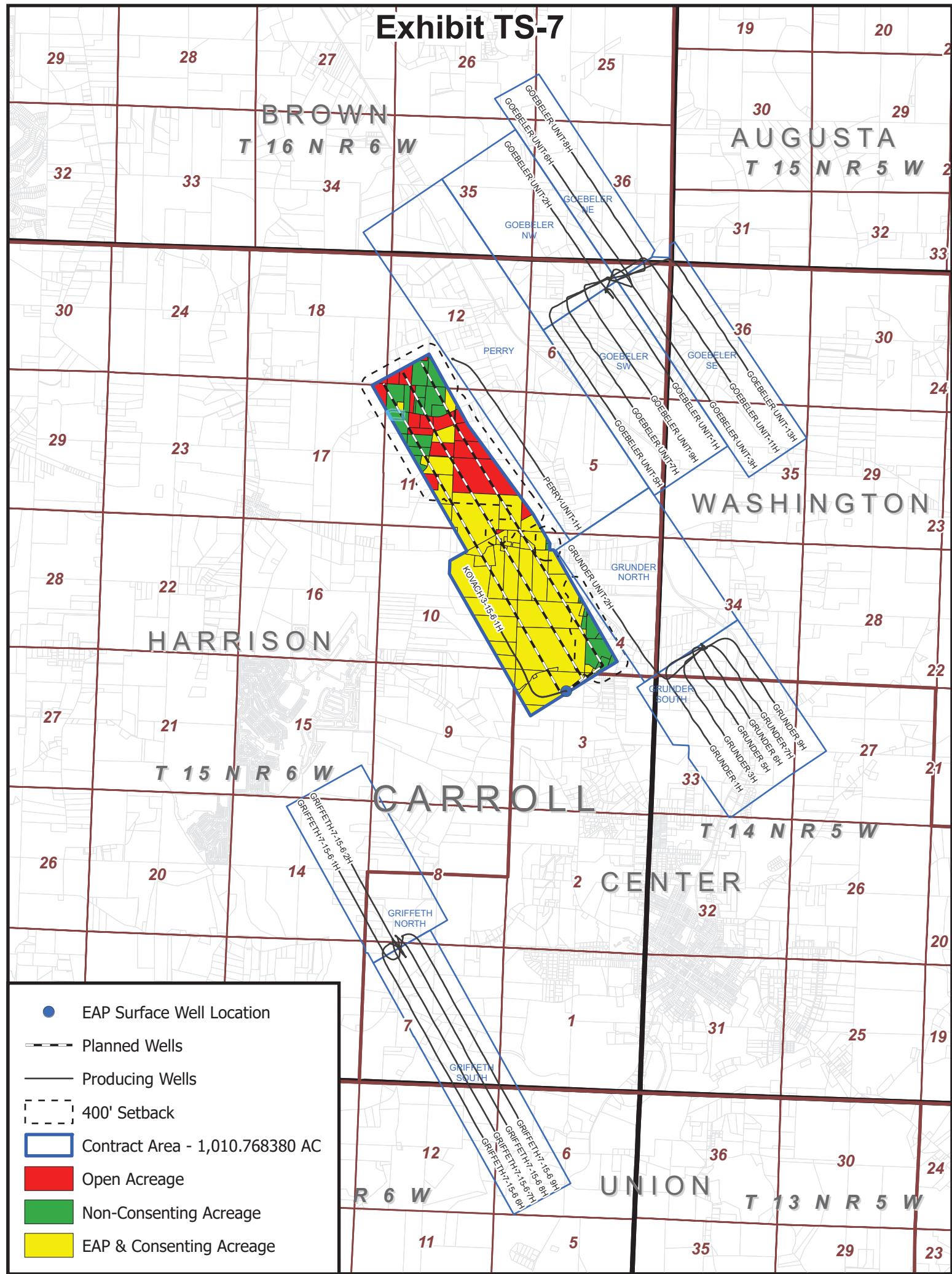


*Ruth Jayne Atkinson*  
Notary Public

Printed Name: Ruth Jayne Atkinson  
My Commission Expires: 05-24-2024

Exhibit 6.3

## Exhibit TS-7



## Exhibit TS-7

Kovach North Unit  
Harrison & Center Townships  
Carroll Co., OH

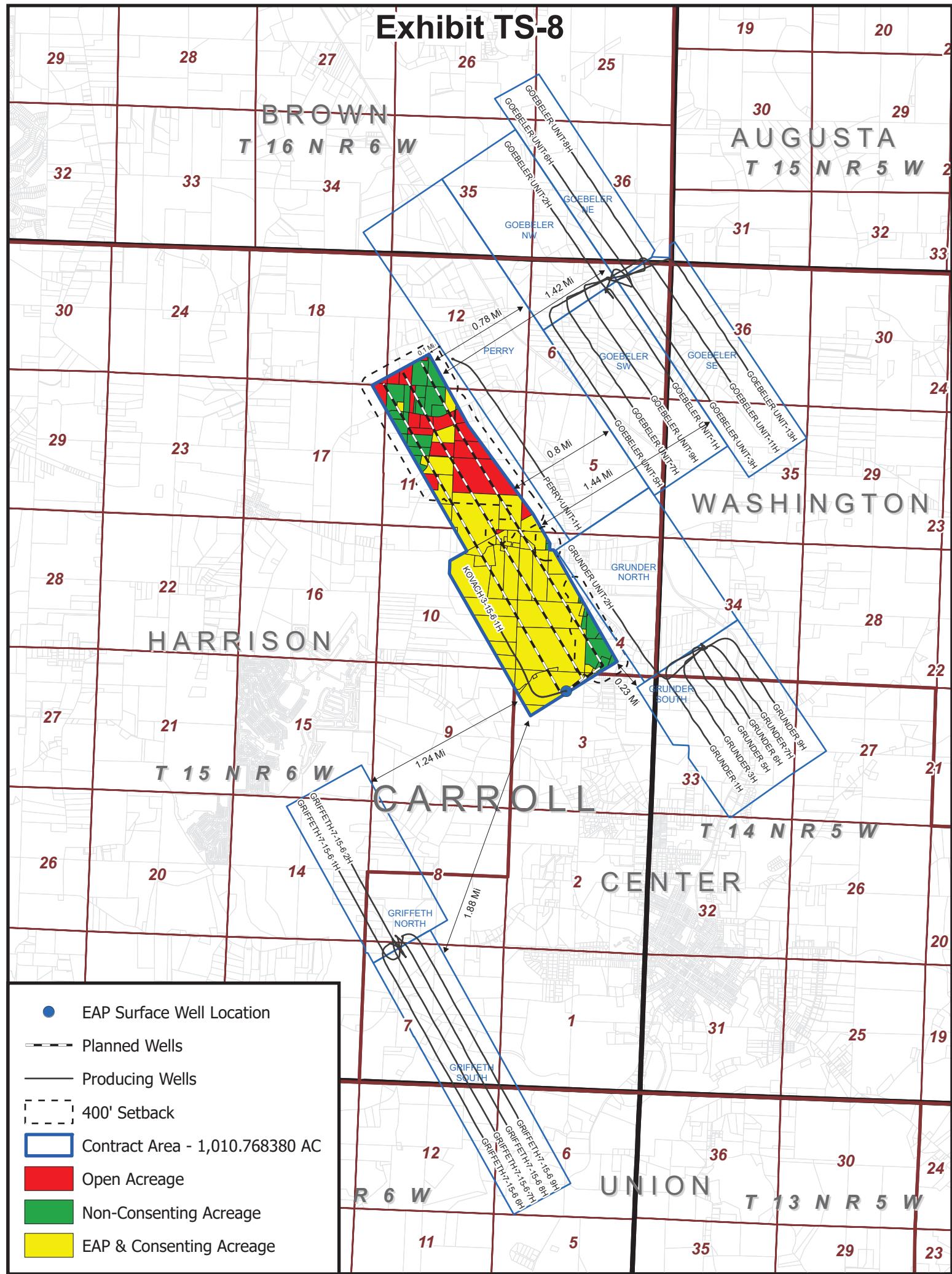
1 inch = 4,500 feet

Prepared Date: 7/6/2022



**ENCINO**  
**Energy**

## Exhibit TS-8



## Exhibit TS-8

Kovach North Unit  
Harrison & Center Townships  
Carroll Co., OH

1 inch = 4,500 feet

0 0.5 1  
Miles



**ENCINO**  
**Energy**

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

In re the Matter of the Application :  
of EAP Ohio, LLC :  
: :  
Kovach North Unit :  
: :

**AFFIDAVIT OF JOINT OPERATING AGREEMENT**

The undersigned, being first duly sworn according to the law, makes this affidavit and deposes and says that:

1. Affiant, Tim Struble, is competent to testify on the matters contained in this affidavit.
2. Affiant is employed by Encino Energy, LLC as a Senior Landman. Encino Energy, LLC is the parent company of EAP Ohio, LLC ("EAP"), the applicant herein.
3. Affiant has the authority to sign this affidavit on behalf of EAP.
4. Affiant's job responsibilities include, but are not limited to, working directly with Riverbend Oil & Gas VI-B, L.L.C. ("Riverbend"), CGAS Appalachia, LLC ("CGAS"), and Jamestown Resources, LLC ("Jamestown").
5. EAP has entered into a Joint Operating Agreement with Riverbend's predecessor, TOTAL E&P USA, Inc., CGAS, and Jamestown which allows EAP to develop certain geographical areas within the State of Ohio on behalf of Riverbend, CGAS, and Jamestown. The proposed Kovach North Unit is located within the geographical areas subject to the Joint Operating Agreement.

FURTHER AFFIANT SAYETH NAUGHT.



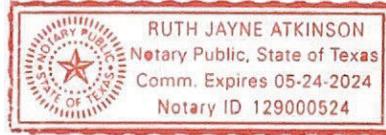
Tim Struble – Senior Landman

**Exhibit 9**

**JURAT CERTIFICATE**

STATE OF TEXAS )  
COUNTY OF HARRIS ) ss:  
 ) *7/25*

Sworn to and subscribed before me this 6<sup>th</sup> day of July, 2022, by Tim Struble. This is a jurat certificate; an oath or affirmation was administered to the signer with regard to this notarial act.



Notary Public

Printed Name: Ruth Jayne Atkinson  
My Commission Expires: 05-24-2024

**Exhibit 9**

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

In re the Matter of the Application of :  
EAP Ohio, LLC for Unit Operation :  
: :  
Kovach North Unit :

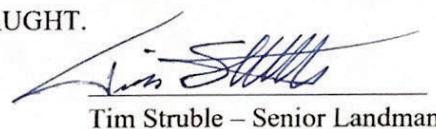
**DUE DILIGENCE AFFIDAVIT**

I, Tim Struble, being first duly sworn and cautioned, affirm and state as follows:

1. Affiant is competent to testify on the matters contained in this affidavit.
2. Affiant is employed by Encino Energy, LLC as a Senior Landman. Encino Energy, LLC is the parent company of EAP Ohio, LLC ("EAP"), the applicant herein. Affiant's day-to-day responsibilities include assisting EAP with its oil and gas development program in eastern Ohio.
3. Affiant has the authority to sign this affidavit on behalf of EAP.
4. Pursuant to Ohio Revised Code § 1509.28, EAP is filing an application with the Chief of the Division of Oil and Gas Resources Management ("DOGRM") requesting an order authorizing EAP to operate the Unitized Formation and applicable land area, identified as the Kovach North Unit ("Application"), according to the Unit Plan attached thereto (as those terms are used and defined therein). The Kovach North Unit is located in Carroll County, Ohio, and as a unit of an entire pool or part thereof consists of ninety-eight (98) separate tracts of land covering approximately 1,010.768380 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 EAP's efforts to identify and locate mineral interest owners within the proposed unit.
6. Affiant attests that EAP 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, reviewing court records, reviewing marriage records, birth records, and death records, searching county auditor tax records, and utilizing electronic resources. Affiant further attests that where it was not reasonably possible or practicable to identify all of mineral interest owners' identities or addresses, EAP will provide notice by publication of a hearing scheduled pursuant to R.C. 1509.28.

7. Affiant further attests that, to the best of its knowledge and belief, the names and addresses of mineral interest owners it provided to DOGRM were accurate at the time Affiant filed its Application with DOGRM.
8. Affiant understands that the DOGRM is relying on the statements and representations contained in this affidavit to verify that EAP has acted using ordinary standards of due diligence to identify and locate mineral interest owners for tracts contained within the proposed unit. Further, EAP understands DOGRM expects EAP to provide to DOGRM updated mineral interest owners 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 EAP.
10. Affiant states that the above statements are true and accurate to the best of Affiant's knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.



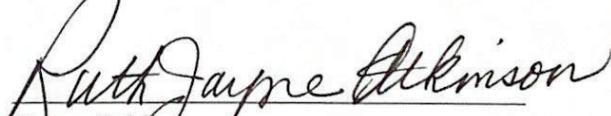
Tim Struble – Senior Landman

**JURAT CERTIFICATE**

STATE OF TEXAS )  
 ) ss:  
COUNTY OF HARRIS )

7/15/2022

Sworn to and subscribed before me this 15<sup>th</sup> day of July, 2022, by Tim Struble. This is a jurat certificate; an oath or affirmation was administered to the signer with regard to this notarial act.

  
Notary Public

Printed Name: Ruth Jayne Atkinson

My Commission Expires: 05-24-2024

