

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

In re the Matter of the Application of Ascent :
Resources – Utica, LLC for Unit Operation :
 : Application Date: May 8, 2023
Scout NE SHC HR Unit :
 :

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

Paul B. Westbrook (0092870)
HARRIS, FINLEY & BOGLE, P.C.
777 Main Street, Suite 1800
Fort Worth, Texas 76102
Tel. (817) 870-8700
Email: pwestbrook@hfblaw.com

Attorneys for Applicant,
Ascent Resources – Utica, LLC

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APPLICATION

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

I.
APPLICANT INFORMATION

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

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

Paul B. Westbrook (0092870)
HARRIS, FINLEY & BOGLE, P.C.
777 Main Street, Suite 1800
Fort Worth, Texas 76102
Tel. (817) 870-8700
Email: pwestbrook@hfblaw.com

Grant H. Parker
Senior Landman
Ascent Resources – Utica, LLC
P.O. Box 13678
Oklahoma City, Oklahoma
Tel. (405) 252-7649
Email: grant.parker@ascentresources.com

II. PROJECT DESCRIPTION

The Scout NE SHC HR Unit is located in Harrison County, Ohio, and consists of two hundred and eleven (211) 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 Scout NE SHC HR Unit is approximately 548.482 acres¹ and, at the time of this Application, Ascent has the right to drill on and produce from 512.551 acres of the proposed unit – i.e., 93.449086% of the unit area, which is well above the sixty-five percent (65%) threshold required by R.C. 1509.28. Ascent seeks a unit order because there are unleased tracts in the Scout NE SHC HR Unit as well as tracts whose ownership may be in question.

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

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

III. THE CHIEF SHOULD GRANT THIS APPLICATION

A. Contents of Application

Pursuant to the Division's *Unitization Application Procedural Guideline* (dated February 1, 2022), a unitization application must include the following:

1. A cover letter requesting unitization.
 - See the cover letter and this Application.

¹ Acreage in the Scout NE SHC HR Unit was calculated by survey.

2. An affidavit attesting that the applicant is the owner (as defined in R.C. 1509.01(K)) of at least 65% of the land overlying the pool that is the subject of the unitization request.
 - See Exhibit 9.²
3. A summary of the request for unitization that includes all of the following information:
 - A statement describing the reasons why unitization is necessary;
 - A description of the plan for development of the unit;
 - An identification of the geologic formation(s) to be developed;
 - An identification of the amount of acreage included in the unit and how the acreage was determined;
 - An estimate of the value of the recovery and net pv10 of oil and gas for each well proposed to be drilled in the unit area;
 - An estimate of the cost to drill and operate each well in the proposed unit, including an explanation of what costs are included in the estimate; and
 - A designated contact person for the applicant for communication purposes with the Division, including legal counsel for the applicant (if applicable).
 - See entirety of this Application, and in particular Sections II and III(C).
4. A plat map of the unit that identifies the counties, townships, section numbers, parcel boundaries, and all parcels in the unit, including the tract and corresponding parcel number.
 - See Exhibit A-1 to the Unit Operating Agreement.
5. A list identifying all mineral owners in the proposed unit, leased or unleased, that includes the name, current address, parcel number, and respective acreage of each mineral owner. If a mineral owner is a corporation or other business entity, the name of a contact person within that corporation or business.
 - See Exhibit A-2 to the Unit Operating Agreement.
6. A list identifying all unleased mineral owners that includes the name, current address, parcel number, and respective acreage of each unleased mineral owner. If an unleased mineral owner is a corporation or other business entity, the name of a contact person within that corporation or business.
 - See Exhibit A-3 to the Unit Operating Agreement.
7. A list identifying all committed working interest owners in the proposed unit that includes the name, current address, parcel number, and respective acreage of each committed working interest owner. If a committed working interest owner is a corporation or other business entity, the name of a contact person within that corporation or business.
 - See Exhibit A-4 to the Unit Operating Agreement.
8. A list identifying all uncommitted working interest owners in the proposed unit that includes the name, current address, parcel number, and respective acreage of each uncommitted working interest owner. If an uncommitted working interest owner is a

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

corporation or other business entity, the name of a contact person within that corporation or business.

- See Exhibit A-5 to the Unit Operating Agreement.
9. A list identifying all parcels subject to pending ownership litigation.
- See Exhibit A-6 to the Unit Operating Agreement.
10. A mailing list in Microsoft Excel® format containing only the names and addresses of all mineral owners (leased and unleased) and all working interest owners (committed and uncommitted).
- This list is to be uploaded to the Division's FTP site.
11. A map of a size that is legible that shows all of the following:
- The boundary of the proposed unit area;
 - The total acreage of the proposed unit area;
 - The proposed location of the well pad(s) and wells to be drilled that complies with state setback and spacing requirements;
 - The tracts of land within the unit area that are leased to the applicant, shown in yellow;
 - The tracts of land within the unit area that are unleased, shown in red;
 - The tracts of land within the unit area that are leased to other operators (i.e., uncommitted working interest owners), including an identification of the operators, shown in green;
 - A four hundred foot boundary around each property in the unit that is not leased by the applicant or that is not subject to an agreement with the applicant;
 - Identification of each tract within the unit area by parcel number of a size that is legible; and
 - The scale.
- See Exhibit 3.
12. An aerial photograph of a size that is legible that shows all of the following:
- The boundary of the proposed unit area;
 - The proposed location of the well pad(s) and wells to be drilled;
 - The tracts of land within the proposed unit area that are unleased outlined in red;
 - Identification of each tract within the unit area by tract number and corresponding parcel number of a size that is legible; and
 - The scale.
- See Exhibit 4.
13. A gamma ray-density or gamma-ray resistivity geophysical type log identifying the proposed geological formations to be produced.

- See Exhibit 2.
14. A cross-section showing the applicable formations that the applicant is proposing to drill into and produce from in the unit area.
- See Exhibit 1 and Exhibit 2.
15. A map showing all existing units adjacent to the unit proposed in the application with an identification of any permitted, drilled, and/or producing wells in the existing units.
- See Exhibit 6.
16. An exhibit showing unitized and non-unitized scenarios for each well proposed to be drilled in the proposed unit area and assuming the spacing requirements of R.C. Chapter 1509 and/or Ohio Admin. Code 1501:9: (a) an estimate of the cost to drill and operate, (b) the value of recovery, and (c) the net pv10 of oil and gas.
- See Exhibit 5.
17. An exhibit showing the locations and distances of the well(s) to the proposed unit area and an identification of the well(s) by name, permit number, lateral length, and production start date that reserve calculations were based upon.
- See Exhibit 7.
18. An affidavit attesting to attempts to lease the unleased mineral owners and attempts to commit working interest owners and an exhibit in the form of a spreadsheet that shows the attempts to lease the unleased mineral owners and attempts to commit working interest owners that includes:
- The tract number and parcel number;
 - The mineral owner's name;
 - The dates of all attempts;
 - The address at which the contact was made or attempted;
 - The person who was contacted, how contact was made, and by whom;
 - The response given by the unleased mineral owner when contacted; and
 - Any joint venture or farmout proposal to another operator, if applicable.
- See Exhibit 8.
19. An affidavit attesting that the applicant acted with due diligence to identify all mineral interest owners and their current addresses within the proposed unit.
- See Exhibit 10.
20. A copy of a joint operating agreement for working interest partners, if applicable.
- See Attachment 1.
21. An affidavit attesting to a valid joint venture or other agreement for the proposed unit that discloses all joint venture partners.
- Not Applicable
22. Prefiled testimony of a geologist, engineer, and a landman.

- See Attachments 3, 4, and 5.

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

- See entirety of Application.

Ascent has submitted all of the required information.

B. Legal Standard

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

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

- (1) a description of the unit area;
- (2) a statement of the nature of the contemplated operations;
- (3) an allocation of production from the unit area not used in unit operations, or otherwise lost, to the separately owned tracts;
- (4) a provision addressing credits and charges to be made for the investment in wells, tanks, pumps, and other equipment contributed to unit operations by owners in the unit;
- (5) a provision addressing how unit operation expenses shall be determined and charged to the separately owned tracts in the unit, and how they will be paid;
- (6) a provision, if necessary, for carrying someone unable to meet their financial obligations in connection with the unit;
- (7) a provision for the supervision and conduct of unit operations in which each person has a vote with a value corresponding to the percentage of unit operations expenses chargeable against that person’s interest;
- (8) the time when operations shall commence and the manner in which, and circumstances under which, unit operations will terminate; and
- (9) such other provisions appropriate for engaging in unit operations and for the protection or adjustment of correlative rights.

See R.C. 1509.28(E). The Chief’s order becomes effective once approved in writing by those owners who will be responsible for paying at least sixty-five percent (65%) of the costs of the unit’s operations and by royalty and unleased fee-owners of sixty-five percent (65%) of the unit’s acreage. Once effective, production that is “allocated to a separately owned tract shall be deemed, for all purposes, to have been actually produced from such tract, and all operations ***

[conducted] upon any portion of the unit area shall be deemed for all purposes the conduct of such operations and production from any lease or contract for lands any portion of which is included in the unit area.” R.C. 1509.28(I).

C. Ascent’s Application Meets this Standard

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

The “Unitized Formation” consists of the subsurface portion of the Unit Area (i.e., the lands shown on Exhibit A-1 and identified in Exhibit A-2 to the Unit Operating Agreement) at an approximate depth located from the top of the Utica Shale Formation to the base of the Utica Shale Formation, which is also the base of the Point Pleasant interval. The evidence presented with this Application and at the hearing will establish that the Unitized Formation is part of a pool and, thus, an appropriate subject of unit operation under R.C. 1509.28.³ Additionally, that evidence will establish that the Unitized Formation is likely to be reasonably uniformly distributed throughout the Unit Area and thus, it is reasonable for the Unit Plan to allocate unit production and expenses to separately owned tracts on a surface acreage basis.

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

The evidence presented in this Application establishes that unit operations are reasonably necessary to increase substantially the ultimate recovery of oil and gas from the lands making up the Scout NE SHC HR Unit. The Unit Plan contemplates the potential drilling of one (1) horizontal well from a single well pad, with lateral length of 19,099 feet.⁴ Ascent estimates that operations under the requested unit order will substantially increase the ultimate resource recovery from this unit if all unit wells are drilled by approximately 40.354 BCFe of natural gas from the Unitized Formation.⁵ Absent an order authorizing unit operations, that 40.354 BCFe of natural gas 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 40.354 BCFe of natural gas referred to above) has an estimated net present value (discounted at a 10% rate) of approximately \$55.524 million and an estimated

³ A “pool” is defined under Ohio law as “an underground reservoir containing a common accumulation of oil or gas, or both, but does not include a gas storage reservoir.” R.C. 1509.01(E).

⁴ See Exhibit 3.

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

undiscounted value of \$120.517 million, meaning that the value of that additional resource recovery exceeds the estimated additional costs incident to conducting unit operations to obtain such additional recovery.⁶ See Exhibit 5, showing for each proposed well the estimated value of the well's production and the estimated drilling and operating costs (incorporated here as if fully rewritten herein). In particular, it shows that the capital/drilling costs will be approximately \$13.669 million for the well, and the estimated total operating costs for the well for the first 5 years of production will be approximately \$216,590, averaging to approximately \$43,318 per year.

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

The Unit Plan proposed by Ascent meets the requirements set forth in R.C. 1509.28. The unit area is described in the Unit Plan at Article 1, as well as on Exhibits A-1 and A-2 to the Unit Operating Agreement. The nature of the contemplated unit operations can be found generally in the Unit Plan at Article 3, with greater specificity throughout, including the Unit Operating Agreement. Unit production and unit expenses are allocated on a surface acreage basis as set forth in the Unit Plan at Articles 3 through 5 (generally), except where otherwise allocated by the Unit Operating Agreement. Payment of unit expenses is addressed generally in Article 3 of the Unit Plan. The Unit Plan provides for payment of costs by other working interest owners in the event a participant is unable to meet its financial obligations related to the unit - see, e.g., Article VI of the Unit Operating Agreement. Voting provisions related to the supervision and conduct of unit operations are set forth in Article 14 of the Unit Plan, with each person having a vote that has a value corresponding to the percentage of unit expenses chargeable against that person's interest. And the commencement and termination of operations are addressed in Articles 11 and 12 of the Unit Plan.⁷

IV.
HEARING

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

⁶ *Id.*

⁷ See Attachment 1 generally.

V.
CONCLUSION

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

Respectfully submitted,



Paul B. Westbrook (0092870)
HARRIS, FINLEY & BOGLE, P.C.
777 Main Street, Suite 1800
Fort Worth, Texas 76102
Tel. (817) 870-8700
Email: pwestbrook@hfblaw.com

Attorneys for Applicant,
Ascent Resources – Utica, LLC

PLAN FOR UNIT OPERATIONS
SCOUT NE SHC HR UNIT
SHORT CREEK TOWNSHIP
HARRISON COUNTY, OHIO

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

ARTICLE 1: DEFINITIONS

As used in this Plan for Unit Operations:

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

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

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

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

Plan means this Plan for Unit Operations for the Scout NE SHC HR Unit in Short Creek Township, Harrison County, Ohio, including, unless otherwise expressly mentioned, any and all attachments and exhibits hereto.

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

Royalty Owner is a Person who owns a Royalty Interest.

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

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

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

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

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

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

Unitized Formation means the subsurface portion of the Unit Area at a stratigraphic interval that is from the top of the Utica Shale formation to the base of the Utica Shale formation, which is also the base of the Point Pleasant interval.

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

Unit Operations are all operations conducted pursuant to this Plan.

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

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

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

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

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

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

ARTICLE 2: CREATION AND EFFECT OF UNIT

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

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

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

Each lease shall remain in full force and effect from the date of execution hereof until the Effective Date, and thereafter in accordance with its terms and this Plan.

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

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

ARTICLE 3: UNIT OPERATIONS

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

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

ARTICLE 4: TRACT PARTICIPATIONS

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

ARTICLE 5: ALLOCATION OF UNITIZED SUBSTANCES

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

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

ARTICLE 6: USE OR LOSS OF UNITIZED SUBSTANCES

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

Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations, including without limitation the testing of the productivity of any wells drilled in the Unit Area.

Royalty payments shall be made to Unleased Mineral Owners beginning with the initial distribution date for production of Unitized Substances from any well within the Scout NE SHC HR Unit.

ARTICLE 7: TITLES

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

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

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

ARTICLE 8: EASEMENTS, GRANTS, OR USE OF SURFACE

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

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

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

Unleased Property. Notwithstanding anything in this Article 8 to the contrary, and except where otherwise authorized by the Division, there shall be no Unit Operations conducted on the surface of any property located within the Scout NE SHC HR 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 Scout NE SHC HR Unit, owned by a non-consenting Unleased Mineral Owner.

ARTICLE 9: CHANGE OF TITLE

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

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

ARTICLE 10: RELATIONSHIPS OF PERSONS

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

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

ARTICLE 11: EFFECTIVE DATE

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

ARTICLE 12: TERM

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

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

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

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

ARTICLE 13: APPROVAL

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

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

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

ARTICLE 14: MISCELLANEOUS

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

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

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

MODEL FORM OPERATING AGREEMENT

OPERATING AGREEMENT

DATED

May 14 , 2019 ,

OPERATOR Ascent Resources – Utica, LLC

CONTRACT AREA Scout NE SHC HR Unit, as described in Exhibit “A”

(548.482 acres)

COUNTY OF _____ , STATE OF _____
Harrison Ohio

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OPERATING AGREEMENT

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

WITNESSETH:

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

NOW, THEREFORE, it is agreed as follows:

ARTICLE I. DEFINITIONS

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

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

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

C. The term "Contract Area" or "Unit Area" shall mean all of the lands, Oil and Gas Leases and/or Oil and Gas Interests intended to be Developed and operated for Oil and Gas purposes under this agreement. Such lands, Oil and Gas Leases and Oil and Gas Interests are described in Exhibit "A" ~~through Exhibit "A-6". See also Article XVI.K.~~ ^{except as provided in Article I.X.}

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

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

F. The term "Drilling Unit" shall mean the area fixed for the drilling of one well / ^{or more wells} by order or rule of any state or federal body having authority. ~~If a Drilling Unit is not fixed by any such rule or order, a Drilling Unit shall be the / drilling unit as established by the / pattern of drilling in the Contract Area unless fixed by express agreement of the Drilling Parties. See also Article XVI.K.~~ ^{Operator in its sole discretion so long as consistent with any restrictions in the Oil and Gas Leases or by applicable law.}

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

H. The term "Initial Well" shall mean the first well permitted to total measured depth, as such depth is referenced in the Unit Order, and drilled in the Unit Area. ~~required to be drilled by the parties hereto as provided~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Y. For the purposes of this agreement, as to a Multi-lateral or Horizontal Well, the term "Plug Back" shall mean an

1 operation to test or complete the well at a stratigraphically shallower geological horizon in which the operation has been or is being
 2 completed and which is not within an existing Lateral.

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

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

9 BB. The term “Unit Order” shall mean the order providing for the unit operation of the Scout NE SHC HR Unit
 10 issued by
 11 the Chief of the Division under R.C. 1509.28, if any.

12 CC. The term “Division” shall mean the Division of Oil and Gas Resources Management, Ohio Department of Natural
 13 Resources.

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

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

18 **ARTICLE II.**
 19 **EXHIBITS**

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

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

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

43 **ARTICLE III.**
 44 **INTERESTS OF PARTIES**

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

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

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

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

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

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

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

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

73 **C. Subsequently Created Interests:**

74 If any party has contributed hereto a Lease or Interest that is burdened with an assignment of production given as security

1 for the payment of money, or if, after the date of this agreement, any party creates an overriding royalty, production
2 payment, net profits interest, assignment of production or other burden payable out of production attributable to its working
3 interest hereunder, such burden shall be deemed a "Subsequently Created Interest." Further, if any party has contributed
4 hereto a Lease or Interest burdened with an overriding royalty, production payment, net profits interests, or other burden
5 payable out of production created prior to the date of this agreement, and such burden **is not recorded or is not referenced by another**
6 **recorded instrument sufficient for notice purposes in the county records of the applicable county** or is not shown on Exhibit "A," such
7 burden also shall be deemed a Subsequently Created Interest to the extent such burden causes the burdens on such party's
8 Lease or Interest to exceed the amount stipulated in Article III.B. above.

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

18 **ARTICLE IV.**

19 **TITLES**

20 **A. Title Examination:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V.
OPERATOR

A. Designation and Responsibilities of Operator:

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

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

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

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

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

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

C. Employees and Contractors:

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

D. Rights and Duties of Operator:

1. Competitive Rates and Use of Affiliates: All / wells drilled on the Contract Area shall be drilled / on a competitive contract basis at the usual rates prevailing in the /-area. If it so desires, Operator may employ its own tools and equipment in performing such operations /, but its charges therefor shall not exceed the prevailing rates in the / area and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, 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.

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

23 6. Filing and Furnishing Governmental Reports: Operator will file, and upon written request promptly furnish copies to
24 each requesting ^{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~~
28 ~~limited to the Initial Well:~~ ^{Sidetracked, Deepened, Completed, Recompleted or Plugged Back}

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

31 (b) Operator will send to ^{each Consenting Party} / ~~Non-Operators~~ such reports, test results and notices regarding the progress of operations on the
32 well as the ^{Consenting Parties} / ~~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.

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

51 **A. Initial Well:**

52 On _____ or before _____ the _____ day of _____,

53 _____, Operator shall commence the drilling of the Initial Well at the following location:

54 Surface Location: _____

55 Bottom Hole Location: _____

56 _____

57 _____

58 and shall thereafter continue the drilling of the well with due diligence to
59
60
61
62

63 ~~The drilling of the Initial Well and the participation therein by all parties is obligatory, subject to Article VI.C.I. as to participation~~
64 ~~in Completion operations and Article VI.F. as to termination of operations and Article XI as to occurrence of force majeure. See Article~~
65 ~~XVI.N.~~

67 **B. Subsequent Operations:**

68 1. Proposed Operations: If any party hereto should desire to drill any well on the Contract Area other than the Initial Well, or
69 if any party should desire to Rework, Sidetrack, Deepen, Recomplete or Plug Back a dry hole or a well no longer capable of
70 producing in paying quantities in which such party has not otherwise relinquished its interest in the proposed objective Zone under
71 this agreement, the party desiring to drill, Rework, Sidetrack, Deepen, Recomplete or Plug Back such a well shall give written
72 notice of the proposed operation to the parties who have not otherwise relinquished their interest in such objective Zone
73
74

1 under this agreement and to all other parties in the case of a proposal for Sidetracking or Deepening, specifying the work to be
 2 performed, the location, proposed depth, objective Zone and the estimated cost of the operation. The parties to whom such a
 3 notice is delivered shall have thirty (30) days after receipt of the notice within which to notify the party proposing to do the work
 4 whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of a proposal to
 5 Rework, Sidetrack, Recomplete, Plug Back or Deepen may be given by telephone and the response period shall be limited to forty-
 6 eight (48) hours, ^{inclusive} / ~~exclusive~~ of Saturday, Sunday and legal holidays. Failure of a party to whom such notice is delivered to reply
 7 within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation.
 8 Any proposal by a party to conduct an operation conflicting with the operation initially proposed shall be delivered to all parties
 9 within the time and in the manner provided in Article VI.B.6. **No Consenting Party may elect to participate in any well proposed pursuant**
 10 **to this 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
 26 with Article VI.B.5. in the event of a Sidetracking operation.

27 2. Operations by Less Than All Parties:

28 (a) Determination of Participation. If any party to whom such notice is delivered as provided in Article VI.B.1. or
 29 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
 30 Article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, no
 31 later than ninety (90) days after the expiration of the notice period of thirty (30) days (or as promptly as practicable after the
 32 expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case may be) actually commence the
 33 proposed operation * and complete it with due diligence. Operator shall perform all work for the account of the Consenting
 34 Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party,
 35 the Consenting Parties shall either: (i) request Operator to perform the work required by such proposed operation for the
 36 account of the Consenting Parties, or (ii) designate one of the Consenting Parties as Operator to perform such work. The
 37 rights and duties granted to and imposed upon the Operator under this agreement are granted to and imposed upon the party
 38 designated as Operator for an operation in which the original Operator is a Non-Consenting Party. Consenting Parties, when
 39 conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this
 40 agreement. **Notwithstanding the foregoing, Operator may either (i) commence the proposed operation before the expiration of the**
 41 **above notice period, which commencement shall not affect in any way the validity of a party's election or deemed election, or (ii)**
 42 **extend the commencement date upon written notice to the Consenting Parties if, in Operator's sole opinion, such additional time is**
 43 **reasonably necessary to obtain permits from governmental authorities, surface rights (including rights-of-way) or appropriate**
 44 **drilling equipment, or to complete title examination or curative matters required for title approval or acceptance.**

45 If less than all parties / ~~approve~~ ^{elect to participate in} any proposed operation, the proposing party, immediately after the expiration of the
 46 applicable notice period, shall advise all Parties of the total interest of the parties / ~~approving~~ ^{electing to participate in} 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 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 Non-Consenting
 52 Parties' interests together with all or a portion of its proportionate part of any Non-Consenting Parties' interests that any Consenting Party did
 53 not elect to take. Any interest of Non-Consenting Parties that is not carried by a Consenting Party shall be deemed to be carried by the party
 54 proposing the operation if such party does not withdraw its proposal. Failure to advise the proposing party within the time required shall be
 55 deemed an election under (i). In the event a drilling rig is on location, notice may be given by telephone, and the time permitted for such a
 56 response shall not exceed a total of forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays). The proposing party, at its
 57 election, may withdraw such proposal if there is less than 100% participation and shall notify all parties of such decision within ten (10) days,
 58 or within twenty-four (24) hours if a drilling rig is on location, following expiration of the applicable response period. If 100% subscription
 59 to the proposed operation is obtained, the proposing party shall promptly notify the Consenting Parties of their proportionate interests in the
 60 operation and the party serving as Operator shall commence such operation within the period provided in Article VI.B.1., subject to the same
 61 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. If any well drilled,
 71 Reworked, Sidetracked, Deepened, Recompleted or Plugged Back under the provisions of this Article results in a well capable of producing
 72 Oil and/or Gas in paying quantities, the Consenting Parties shall Complete and equip the well to produce at their sole cost and risk, ~~and the~~
 73 ~~well shall then be turned over to Operator (if the Operator did not conduct the operation) and shall be operated by it at the~~

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1 ~~expense and for the account of the Consenting Parties.~~ Upon commencement of operations for the drilling, Reworking,
2 Sidetracking, Recompleting, Deepening or Plugging Back of any such well ~~by Consenting Parties~~ in accordance with the
3 provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the
4 Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-
5 Consenting Party's interest in the well and share of production therefrom or, in the case of a Reworking, Sidetracking,
6 Deepening, Recompleting or Plugging Back, or a Completion pursuant to Article VI.C.1. Option No. 2, all of such Non-
7 Consenting Party's interest in the production obtained from the operation in which the Non-Consenting Party did not elect
8 to participate. Such relinquishment shall be effective until the proceeds of the sale of such share, calculated at the well, or
9 market value thereof if such share is not sold (after deducting applicable ad valorem, production, severance, and excise taxes,
10 royalty, overriding royalty and other interests not excepted by Article III.C. payable out of or measured by the production
11 from such well accruing with respect to such interest until it reverts), shall equal the total of the following:

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

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

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

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

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

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

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

69 If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided
70 for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it as of ^{first day of the month}~~7:00 a.m. on the / day~~
71 following the day on which such recoupment occurs, and, from and after such reversion, such Non-Consenting Party shall
72 own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as
73 such Non-Consenting Party would have been entitled to had it participated in the drilling, Sidetracking, Reworking,
74 Deepening, Recompleting or Plugging Back of said well. Thereafter, such Non-Consenting Party shall be charged with and

1 shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this
 2 agreement and Exhibit "C" attached hereto.

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

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

21 4. Deepening: If less than all parties elect to participate in a drilling, Sidetracking, or Deepening operation proposed
 22 pursuant to Article VI.B.1., the interest relinquished by the Non-Consenting Parties to the Consenting Parties under Article
 23 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
 24 of which the parties were given notice under Article VI.B.1. (~~Initial Objective~~). ~~Such well shall not be Deepened beyond the~~
 25 Initial Objective without first complying with this Article to afford the Non-Consenting Parties the opportunity to participate
 26 in the Deepening operation.

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

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

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

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

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

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

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

67 6. Order of Preference of Operations. Except as otherwise specifically provided in this agreement, if any party desires to
 68 propose the conduct of an operation that conflicts with a proposal that has been made by a party under this Article VI, such
 69 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
 70 an operation on a well where no drilling rig is on location, or twenty-four (24) hours, exclusive of Saturday, Sunday and legal
 71 holidays, from delivery of the initial proposal, if a drilling rig is on location for the well on which such operation is to be
 72 conducted, to deliver to all parties entitled to participate in the proposed operation such party's alternative proposal, such
 73 alternate proposal to contain the same information required to be included in the initial proposal. Each party receiving such
 74 proposals shall elect by delivery of notice to Operator within five (5) days after expiration of the proposal period, or within

1 twenty-four (24) hours (exclusive of Saturday, Sunday and legal holidays) if a drilling rig is on location for the well that is the
 2 subject of the proposals, to participate in one of the competing proposals. Any party not electing within the time required
 3 shall be deemed not to have voted. The proposal receiving the vote of parties owning the largest aggregate percentage
 4 interest of the parties voting shall have priority over all other competing proposals; in the case of a tie vote, the
 5 initial proposal shall prevail. Operator shall deliver notice of such result to all parties entitled to participate in the operation
 6 within five (5) days after expiration of the election period (or within twenty-four (24) hours, exclusive of Saturday, Sunday
 7 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
 8 is on location) from receipt of such notice to elect by delivery of notice to Operator to participate in such operation or to
 9 relinquish interest in the affected well pursuant to the provisions of Article VI.B.2.; failure by a party to deliver notice within
 10 such period shall be deemed an election not to participate in the prevailing proposal.

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

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

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

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

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

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

55 **D. Other Operations:**

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

1 of the proposal.

2 **E. Abandonment of Wells:**

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

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

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

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

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

62 **F. Termination of Operations:**

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

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

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

71 Each party shall take in kind or separately dispose of its proportionate share of all Oil and Gas produced from the
 72 Contract Area, exclusive of production which may be used in development and producing operations and in preparing and
 73 treating Oil and Gas for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking
 74 in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any

EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties:

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

B. Liens and Security Interests:

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

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

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

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

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

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

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

C. Advances:

Operator, at its election, shall have the right from time to time to demand and receive from one or more of the other

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

9 **D. Defaults and Remedies:**

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

18 1. Suspension of Rights: Any party may deliver to the party in default a Notice of Default, which shall specify the default,
 19 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
 20 or more of the remedies provided in this Article. If the default is not cured within thirty (30) days of the delivery of such
 21 Notice of Default, all of the rights of the defaulting party granted by this agreement may upon notice be suspended until the
 22 default is cured, without prejudice to the right of the non-defaulting party or parties to continue to enforce the obligations of
 23 the defaulting party previously accrued or thereafter accruing under this agreement. If Operator is the party in default, the
 24 Non-Operators shall have in addition the right, by vote of Non-Operators owning a majority in interest in the Contract Area
 25 after excluding the voting interest of Operator, to appoint a new Operator effective immediately. The rights of a defaulting
 26 party that may be suspended hereunder at the election of the non-defaulting parties shall include, without limitation, the right
 27 to receive information as to any operation conducted hereunder during the period of such default, the right to elect to
 28 participate in an operation proposed under Article VI.B. of this agreement, the right to participate in an operation being
 29 conducted under this agreement even if the party has previously elected to participate in such operation, and the right to
 30 receive proceeds of production from any well subject to this agreement.

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

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

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

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

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

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

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

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

F. Taxes:

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

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

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

ARTICLE VIII.

ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

A. Surrender of Leases:

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

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

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

B. Renewal or Extension of Leases:

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

If some, but less than all, of the parties elect to participate in the purchase of a renewal or replacement Lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal or replacement Lease. The acquisition of a renewal or replacement Lease by any or all of the parties hereto shall ~~not cause a readjustment of the interests of the parties stated in Exhibit "A" / but~~ ^{pursuant to Article XVI, L} 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.

The provisions of this Article shall apply to renewal or replacement Leases whether they are for the entire interest covered by the expiring Lease or cover only a portion of its area or an interest therein. Any renewal or replacement Lease taken before the expiration of its predecessor Lease, or taken or contracted for or becoming effective within six (6) months after the expiration of the existing Lease, shall be subject to this provision so long as this agreement is in effect at the time of such acquisition or at the time

1 the renewal or replacement Lease becomes effective; but any Lease taken or contracted for more than six (6) months after the
 2 expiration of an existing Lease shall not be deemed a renewal or replacement Lease and shall not be subject to the provisions of this
 3 agreement.

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

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

6 While this agreement is in force, if any party contracts for a contribution of cash towards the drilling of a well or any other
 7 operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall
 8 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
 9 the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the
 10 proportions said Drilling Parties shared the cost of drilling the well. Such acreage shall become a separate Contract Area and, to the
 11 extent possible, be governed by provisions identical to this agreement. Each party shall promptly notify all other parties of any
 12 acreage or cash contributions it may obtain in support of any well or any other operation on the Contract Area. The above
 13 provisions shall also be applicable to optional rights to earn acreage outside the Contract Area which are in support of well drilled
 14 inside Contract Area.

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

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

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

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

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

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

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

43 If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an
 44 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
 45 undivided interest therein.

46 **F. Preferential Right to Purchase**

47 (Optional: Check if applicable)

48 ~~Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Contract~~
 49 ~~Area, it shall promptly give written notice to the other parties, with full information concerning its proposed disposition, which~~
 50 ~~shall include the name and address of the prospective transferee (who must be ready, willing and able to purchase), the purchase~~
 51 ~~price, a legal description sufficient to identify the property, and all other terms of the offer. The other parties shall then have an~~
 52 ~~optional prior right, for a period of ten (10) days after notice is delivered, to purchase for the stated consideration on the~~
 53 ~~same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the~~
 54 ~~purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all~~
 55 ~~purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage~~
 56 ~~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,~~
 57 ~~or to dispose of its interests by merger, reorganization, consolidation, or by sale of all or substantially all of its Oil and Gas assets~~
 58 ~~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~~
 59 ~~company in which such party owns a majority of the stock.~~

60 **ARTICLE IX.**

61 **INTERNAL REVENUE CODE ELECTION**

62 If, for federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, and if the
 63 parties have not otherwise agreed to form a tax partnership pursuant to Exhibit "G" or other agreement between them, each
 64 party thereby affected elects to be excluded from the application of all of the provisions of Subchapter "K," Chapter 1, Subtitle
 65 "A," of the Internal Revenue Code of 1986, as amended ("Code"), as permitted and authorized by Section 761 of the Code and
 66 the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected
 67 such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal
 68 Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by
 69 Treasury Regulation §1.761. Should there be any requirement that each party hereby affected give further evidence of this
 70 election, each such party shall execute such documents and furnish such other evidence as may be required by the Federal Internal
 71 Revenue Service or as may be necessary to evidence this election. No such party shall give any notices or take any other action
 72 inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract
 73 Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K," Chapter
 74 1, Subtitle "A," of the Code, under which an election similar to that provided by Section 761 of the Code is permitted, each party

1 hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each
 2 such party states that the income derived by such party from operations hereunder can be adequately determined without the
 3 computation of partnership taxable income.

4 **ARTICLE X.**
 5 **CLAIMS AND LAWSUITS**

6 Operator may settle any single uninsured third party damage claim or suit arising from operations hereunder if the expenditure
 7 does not exceed Fifty Thousand Dollars (\$50,000.00) and if the payment is in complete settlement
 8 of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over
 9 the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expenses of handling settling,
 10 or otherwise discharging such claim or suit shall be at the joint expense of the parties participating in the operation from which the
 11 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
 12 hereunder over which such individual has no control because of the rights given Operator by this agreement, such party shall
 13 immediately notify all other parties, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

14 **ARTICLE XI.**
 15 **FORCE MAJEURE**

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

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

29 **ARTICLE XII.**
 30 **NOTICES**

31 All notices authorized or required between the parties by any of the provisions of this agreement, unless otherwise
 32 specifically provided, shall be in writing and delivered in person or by United States mail, courier service, ^{electronic mail,} / telegram, telex,
 33 telecopier or any other form of facsimile, postage or charges prepaid, and addressed to such parties at the addresses listed on
 34 Exhibit "A." All telephone or oral notices permitted by this agreement shall be confirmed immediately thereafter by written
 35 notice. The originating notice given under any provision hereof shall be deemed delivered only when received by the party to
 36 whom such notice is directed, and the time for such party to deliver any notice in response thereto shall run from the date
 37 the originating notice is received. "Receipt" for purposes of this agreement with respect to written notice delivered hereunder
 38 shall be actual delivery of the notice to the address of the party to be notified specified in accordance with this agreement, or
 39 to the telecopy, ^{electronic mail} / or telex machine of such party. The second or any responsive notice shall be deemed delivered when
 40 deposited in the United States mail or at the office of the courier or telegraph service, or upon transmittal by ^{electronic mail,} / telex,
 41 or facsimile, or when personally delivered to the party to be notified, provided, that when response is required within 24 or
 42 48 hours, such response shall be given orally or by telephone, ^{electronic mail,} / telex, / telecopy or other facsimile within such period. Each party
 43 shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other
 44 parties. If a party is not available to receive notice orally or by telephone when a party attempts to deliver a notice required
 45 to be delivered within 24 or 48 hours, the notice may be delivered in writing by any other method specified herein and shall
 46 be deemed delivered in the same manner provided above for any responsive notice.

47 **ARTICLE XIII.**
 48 **TERM OF AGREEMENT**

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

- 52 ~~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~~
 53 ~~of the Contract Area, whether by production, extension, renewal or otherwise~~
- 54 **Option No. 2:** In the event the well described in Article VI.A., or any subsequent well drilled under any provision
 55 of this agreement, results in the Completion of a well as a well capable of production of Oil and/or Gas in paying
 56 quantities, this agreement shall continue in force so long as any such well is capable of production, and for an
 57 additional period of ninety (90) days thereafter; provided, however, if, prior to the expiration of such
 58 additional period, one or more of the parties hereto are engaged in drilling, Reworking, Deepening, Sidetracking,
 59 Plugging Back, testing or attempting to Complete or Re-complete a well or wells hereunder, this agreement shall
 60 continue in force until such operations have been completed and if production results therefrom, this agreement
 61 shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well
 62 drilled hereunder, results in a dry hole, and no other well is capable of producing Oil and/or Gas from the
 63 Contract Area, this agreement shall terminate unless drilling, Deepening, Sidetracking, Completing, Re-
 64 completing, Plugging Back or Reworking operations are commenced within ninety (90) days from the
 65 date of abandonment of said well. "Abandonment" for such purposes shall mean either (i) a decision by all parties
 66 not to conduct any further operations on the well or (ii) the elapse of 180 days from the conduct of any
 67 operations on the well, whichever first occurs.

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

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

74 **ARTICLE XIV.**

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COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

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

B. Governing Law:

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

C. Regulatory Agencies:

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

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

**ARTICLE XV.
MISCELLANEOUS**

A. Execution:

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

B. Successors and Assigns:

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

C. Counterparts:

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

D. Severability:

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

**ARTICLE XVI.
OTHER PROVISIONS**

A. Conflicts:

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

B. Priority of Operations:

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

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

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3 **C. Netting and Setoff:**

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

10 **D. Multiple Billing:**

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

19
20 **E. Horizontal Wells:**

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

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

35
36 **F. Sidetracking:**

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

41
42 **G. Further Assurances:**

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

48
49 **H. Covenants Running with the Land:**

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

53
54 **I. Headings:**

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

57
58 **J. Indemnity for Access to Contract Area:**

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

63
64 **K. Contract Area and Drilling Unit:**

65 "Contract Area" or "Unit Area" shall mean a contiguous area in size and configuration as determined by the Operator in order
66 to accommodate anticipated wells, wellbore paths and wellbore lengths located or to be located within the anticipated Drilling Unit.
67 The Contract Area shall be, to the extent practicable, the same as the Drilling Unit, and shall include all Oil and Gas Leases and Oil
68 and Gas Interests within the boundary of the Contract Area, and may include oil and gas leases or oil and gas interests not controlled
69 or owned by the Parties to this agreement or other interests which cannot be included in the Drilling Unit at the time the Drilling Unit
70 is formed or created but are reasonably anticipated to be controlled or acquired by the Parties in the future. The Parties shall make
71 good faith efforts to include otherwise stranded acreage in a Contract Area where reasonably practical.

72
73 **L. Working Interest Adjustment:**

1 Any recalculation or adjustment of the Parties' Exhibit "A" working interests pursuant to Articles VIII.A, VIII.B , XVI.M or
2 XVI.U of this agreement shall be recalculated or adjusted after written notice is provided to the affected party(ies) of such
3 recalculation or adjustment of working interest. Such recalculation or adjustment shall be made effective as of the date of the lease
4 surrender, renewal, acquisition and/or Contract Area / Drilling Unit Adjustment; provided, however, any such recalculation or
5 adjustment to the Parties' working interests prior to the date of the first sale of production from such Drilling Unit shall be made
6 effective as of the date first costs were incurred on and for such Drilling Unit.
7

8 This Article XVII.L shall not apply to loss or failure of title pursuant to Article IV.B of this agreement.
9

10
11
12 **M. Contract Area / Drilling Unit Adjustment:**

13 It is recognized by the Parties that it may be prudent and/or necessary to enlarge or reduce the size of an existing Contract Area
14 / Drilling Unit and/or include within an existing Contract Area / Drilling Unit acreage which was not initially included therein.
15 Without the consent of the Parties, an existing Contract Area / Drilling Unit may not be enlarged or reduced in size. Such consent
16 shall not be unreasonably withheld, delayed or conditioned. The party proposing such enlargement or reduction to an existing
17 Contract Area / Drilling Unit shall notify the other party(ies) in writing, providing an explanation for the Contract Area / Drilling
18 Unit modification proposal. To the extent a Contract Area / Drilling Unit is modified pursuant to this agreement, the working interests
19 of the Parties shall be recalculated in the manner set forth in Article XVI.L and a modified declaration of pooled unit shall be prepared
20 and filed of record.
21

22 To the extent the Contract Area is modified pursuant to this agreement, this agreement shall be amended with revised Exhibits
23 "A," "A-1," and "A-2" and a new Recording Supplement to Operating Agreement and Financing Agreement shall be prepared and
24 filed of record.
25

26 This Article XVI.M shall not apply to the loss or failure of title pursuant to Article IV.B of this agreement.
27

28 **N. Initial Well:**

29 Operator shall commence the drilling of the Initial Well no later than eighteen (18) months after the Chief of the Division issues
30 a Unit Order and shall thereafter continue the drilling of the Initial Well with due diligence to adequately test the Utica / Point
31 Pleasant formation. No later than thirty (30) days after Operator has been issued a drilling permit for the Initial Well from the
32 Division, Operator may propose such operation to the other parties by sending each party written notice containing, at a minimum,
33 the following: (i) the proposed location of the Initial Well, including the proposed surface and bottom hole locations and total
34 measured depth of the well and (ii) an AFE setting forth the estimated cost to drill and complete the Initial Well; The parties shall
35 have thirty (30) days after receipt of the notice to notify the Operator in writing whether they elect to participate in the cost of the
36 Initial Well. A party failing to make an election within that thirty (30) day period shall be deemed a Non-Consenting Party.
37 Notwithstanding anything in this agreement to the contrary, Operator may commence the drilling of the Initial Well at any time
38 before the expiration of this notice period, which commencement shall not affect in any way the validity of a party's election or
39 deemed election.
40

41 If less than all parties elect to participate in the drilling of the Initial Well, Operator, within ninety (90) days after the expiration
42 of the notice period, shall advise all parties of the total interest of the parties electing to participate in such operation. Each Consenting
43 Party, within forty-eight (48) hours (exclusive of Saturday, Sunday, and legal holidays) after delivery of such notice, shall advise the
44 Operator of its desire to (i) limit participation to such party's interest in the Contract Area or (ii) carry only its proportionate part
45 (determined by dividing such party's interest in the Contract Area by the interests of all Consenting Parties in the Contract Area) of
46 the Non-Consenting Parties' interests, or (iii) carry its proportionate part (determined as provided in (ii)) of the Non-Consenting
47 Parties' interests together with all or a portion of its proportionate part of any Non-Consenting Parties' interests that any Consenting
48 Party did not elect to take. Any interest of Non-Consenting Parties that is not carried by a Consenting Party shall be deemed to be
49 carried by Operator. Failure to advise the Operator within the time required shall be deemed an election under (i). In the event a
50 drilling rig is on location, notice may be given by telephone, and the time permitted for such a response shall not exceed a total of
51 forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays). If 100% subscription to the drilling of the Initial Well is
52 obtained, Operator shall promptly notify the Consenting Parties of their proportionate interests in the operation.
53

54 The entire cost and risk of drilling the Initial Well, including, without limitation, all costs preparatory, incident, or related to
55 the construction of the associated surface location and the drilling of the vertical and horizontal portions of the wellbore used for or
56 constituting the Initial Well, shall be borne by the Consenting Parties in the proportions they have elected to bear under the terms of
57 the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens
58 and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If the drilling of the Initial Well
59 results in a dry hole, then subject to Article VI.B.6 and Article VI.E.3., the Consenting Parties shall plug and abandon the Initial Well
60 and restore the surface location at their sole cost, risk and expense. If the Initial Well results in a well capable of producing Oil and/or
61 Gas in paying quantities, the Consenting Parties shall Complete and equip the well to produce at their sole cost and risk. Upon
62 commencement of operations for the drilling of the Initial Well by Consenting Parties in accordance with the provisions of this Article
63 XVI.N, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own
64 and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share
65 of production therefrom. Such relinquishment shall be effective until the proceeds of the sale of such share, calculated at the well, or
66 market value thereof if such share is not sold (after deducting applicable ad valorem, production, severance, and excise taxes, royalty,
67 overriding royalty and other interests not excepted by Article III.C. payable out of or measured by the production from such well
68 accruing with respect to such interest until it reverts), shall equal the total of the following:

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

1 (ii) 500 % of (a) that portion of the costs and expenses of drilling, Reworking, Sidetracking, Deepening, Plugging
2 Back, testing, Completing, and Recompleting, after deducting any cash contributions received under Article VIII.C., and of (b) that
3 portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been
4 chargeable to such Non-Consenting Party if it had participated therein.
5

6 As used in this Article XVI.N, the phrases “commence the drilling” and “commencement of operations for the drilling”
7 shall mean, in addition to the actual spudding of the Initial Well, any and all work, whether occurring on or off the Contract Area,
8 preparatory, incident, or related to the construction of the associated surface location and the drilling of the vertical and horizontal
9 portions of the wellbore used for or constituting the Initial Well.
10

11 **O. Participation in Initial Well and Subsequent Operations:**

12 Any Person not a party to this agreement at the time that a proposal is sent for the Initial Well pursuant to Article XVI.N or for a
13 subsequent operation pursuant to Article VI.B, as may be applicable, shall not be entitled to make an election to participate in, and
14 shall be deemed to be a Non-Consenting Party with respect to, that proposed operation. For the avoidance of all doubt, in the event
15 there are no parties to this agreement other than Operator at the time that the Division has issued a drilling permit for the Initial
16 Well, no Person other than Operator shall be entitled to participate in the Initial Well, and any Person becoming a party to this
17 agreement thereafter and acquiring an interest in the Initial Well shall be deemed to be a Non-Consenting Party with respect
18 thereto. Similarly, with respect to any operation subsequent to the drilling of the Initial Well, in the event there are no parties to this
19 agreement entitled to receive a proposal under Article VI.B [at least 30 days] prior to the commencement of such operation, no Person
20 other than Operator shall be entitled to participate in such operation, and any Person becoming a party to this agreement thereafter
21 and acquiring an interest in such operation shall be deemed to be a Non-Consenting Party with respect thereto.
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P. Production and Expenses Attributable to Tracts and Interests of Unleased Mineral Owners:

The parties' interests in the Contract Area shall include their proportionate share of production, and any carried interest amounts, attributable to the tracts and/or interests of unleased mineral owners in the Contract Area (as the term "unleased mineral owner" is defined in the Unit Order), if any, and all references to the parties' interests as reflected on Exhibit "A" herein shall include their proportionate share of such production and carried interest amounts.

Q. Non-Consenting Parties Remain Liable for Royalties / Other Burdens on Production

For the avoidance of doubt, if less than all parties elect to participate in the drilling of the Initial Well or any subsequent operation hereunder, during the period of time the Consenting Parties are entitled to receive the Non-Consenting Party's share of production, or proceeds therefrom, the Non-Consenting Parties shall nevertheless be solely responsible for paying any royalty, overriding royalty, and other burdens on production in excess of the amount stipulated in Article III.B.

R. "Non-Operator" Includes Working Interest Owners in the Unit Order:

A working interest owner within the Scout NE SHC HR Unit (as the term "working interest owner" is defined in the Unit Order) who has not entered into an agreement with Operator pertaining to the operation of such unit shall be deemed to be a "Non-Operator" party for all purposes of this agreement.

S. Prepayment of Costs and Expenses:

Notwithstanding any other provision of this agreement, and without prejudice to any other rights and remedies of Operator, Operator has the right to request and receive, from time to time and at any time, from each Non-Operator an advance payment of 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 to have consented, including the drilling of the Initial Well. A Non-Operator receiving a request for advance payment shall within thirty (30) days of receipt of such request pay to Operator, in cash, the full amount of such request. Operator will credit the amount 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 each month, Operator will charge such account with such Non-Operator's share of actual costs incurred during such month.

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

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

T. Miscellaneous Costs:

The following expenses shall be a direct charge, borne by the Joint Account as provided in Exhibit "C", and shall not be considered as administrative overhead: All reasonable costs, including attorneys fees, incurred by Operator in obtaining and maintaining spacing, pooling, and unitization orders and rulings from state agencies, administrative bodies, or courts or similar bodies regarding the Contract Area.

U. Confidentiality:

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

V. Newly Acquired Oil and Gas Leases and Oil and Gas Interests:

If, on or after the date the Unit Order becomes effective, any Person who is or becomes subject to this agreement (i) enters into or acquires an Oil and Gas Lease covering an unleased mineral interest in the Contract Area or (ii) acquires an unleased mineral interest in the Contract Area, such Person shall promptly notify the other parties of such acquisition and the parties' Exhibit "A" working interests shall be readjusted pursuant to Article VXL. Notwithstanding such notification or anything else in this agreement to the contrary, the non-acquiring parties shall have no right to elect to participate in the purchase or ownership of such Oil and Gas Lease or unleased mineral interest, as applicable.

W. Estimates

Non-Operators hereby acknowledge that Operator's estimate of well costs contained in any AFE are estimated costs and are, therefore, subject to adjustments as actual conditions dictate. Non-Operators shall be liable for their pro-rata share of all costs, irrespective of whether or not actual costs are greater or lesser than the estimated costs shown on the AFE.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this agreement shall be effective as of May 14, 2019.

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

OPERATOR

ATTEST OR WITNESS

Ascent Resources – Utica, LLC
an Oklahoma limited liability company

By: Kade R. Smith

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

NON-OPERATORS

ATTEST OR WITNESS

By: _____

Title: _____
Address: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

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

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

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

STATE OF _____)
) §
COUNTY OF _____)

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

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

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

EXHIBIT "A"

Attached to and made a part of that certain Operating Agreement dated May 14, 2019, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Scout NE SHC HR 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 from the top of the Utica Shale formation to the base of the Utica Shale formation, which is also the base of the Point Pleasant interval (as more particularly defined in Article 1 of the Unit Plan).

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

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

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

<u>Operator</u>	<u>Working Interest</u>
Ascent Resources – Utica, LLC	72.032158%*
<u>Non-Operator</u>	
Ascent Utica Minerals, LLC	16.863817%*
EAP Ohio, LLC	0.002598%*
Barlow Projects, Inc.	4.549648%*
Burj Energy, LLC	0.000866%*
Gulfport Appalachia, LLC	3.542869%*
<u>Unleased Mineral Owners</u>	<u>3.008044%*</u>
Total:	100.000000%

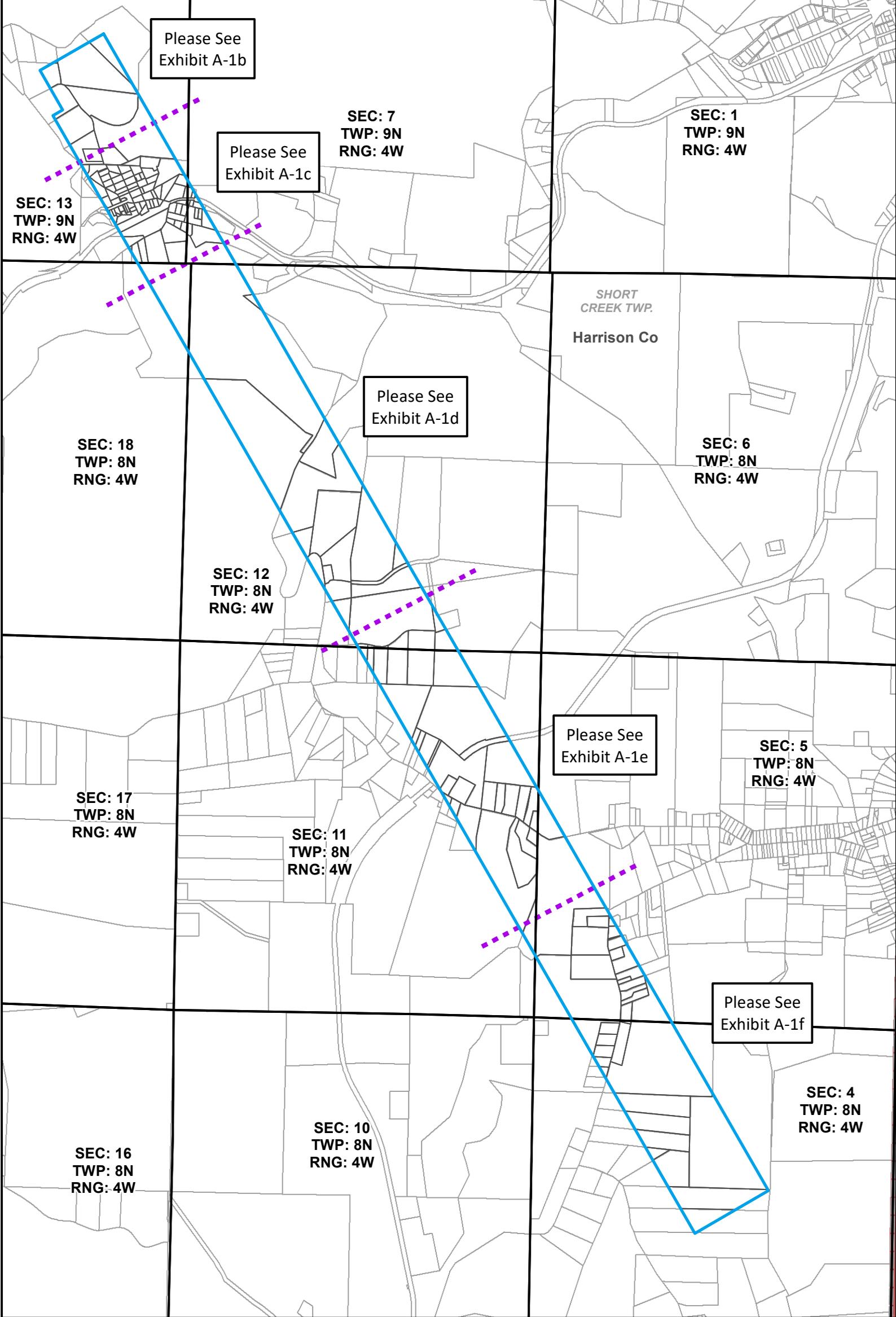
(5) **Addresses of parties for notice purposes.**

Ascent Resources – Utica, LLC
P.O. Box 13678
Oklahoma City, Oklahoma 73113
Attention: Grant Parker, Senior Landman

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

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

End of Exhibit "A"



SCOUT NE SHC HR
JOA EXHIBIT A-1a : UNIT MAP



1 in = 1,573 ft

Legend

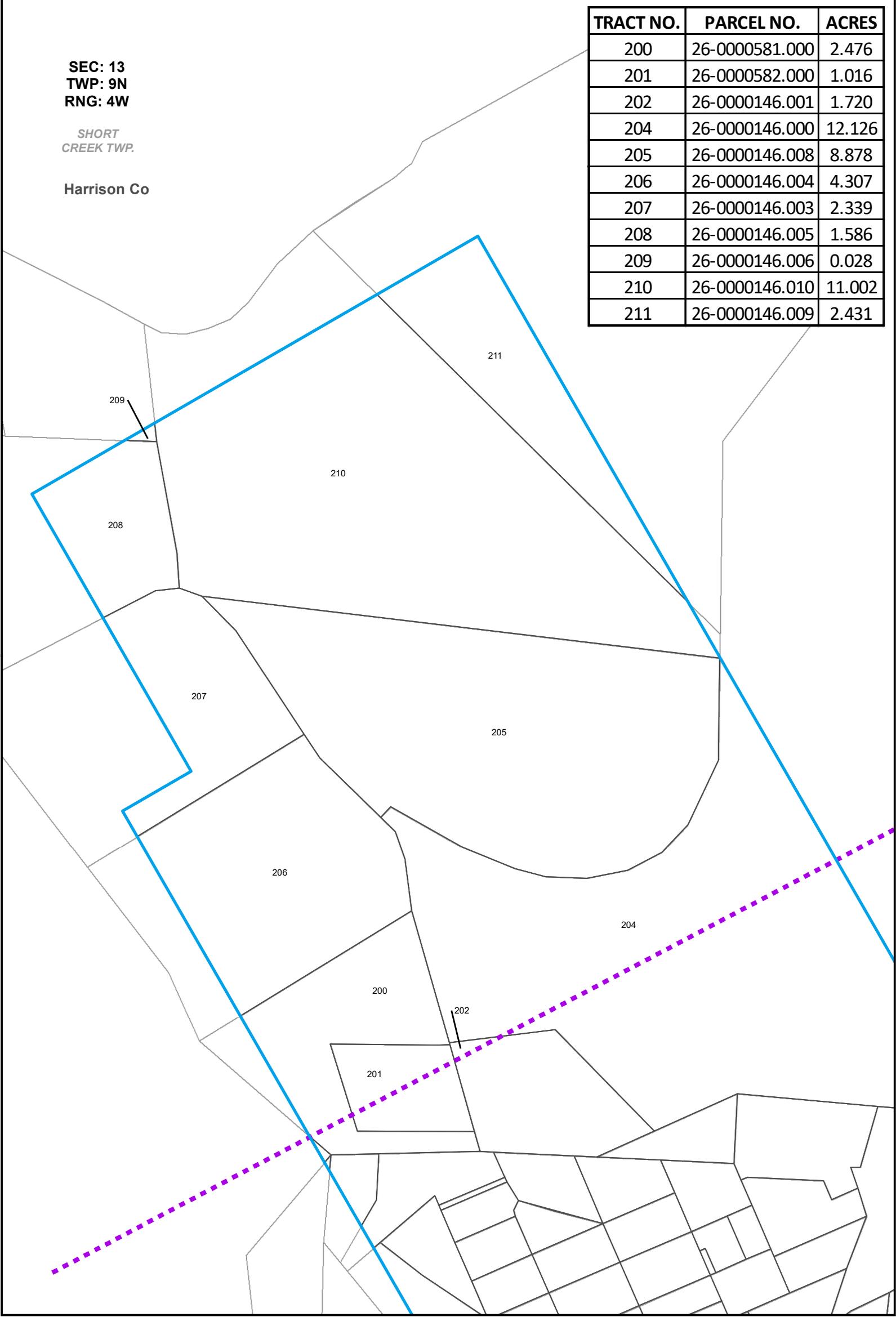
- SCOUT NE SHC HR - 548.482 Ac.
- Counties
- Townships
- PLSS Section
- Tax Parcels

SEC: 13
TWP: 9N
RNG: 4W

SHORT
CREEK TWP.

Harrison Co

TRACT NO.	PARCEL NO.	ACRES
200	26-0000581.000	2.476
201	26-0000582.000	1.016
202	26-0000146.001	1.720
204	26-0000146.000	12.126
205	26-0000146.008	8.878
206	26-0000146.004	4.307
207	26-0000146.003	2.339
208	26-0000146.005	1.586
209	26-0000146.006	0.028
210	26-0000146.010	11.002
211	26-0000146.009	2.431



NAD 1927 UTM Zone 17N

SCOUT NE SHC HR JOA EXHIBIT A-1b : UNIT MAP



1 in = 224 ft

Legend

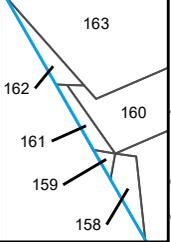
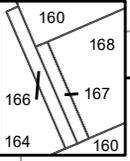
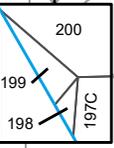
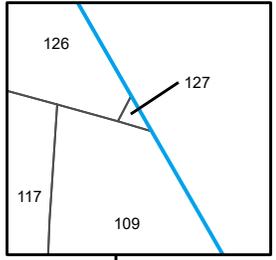
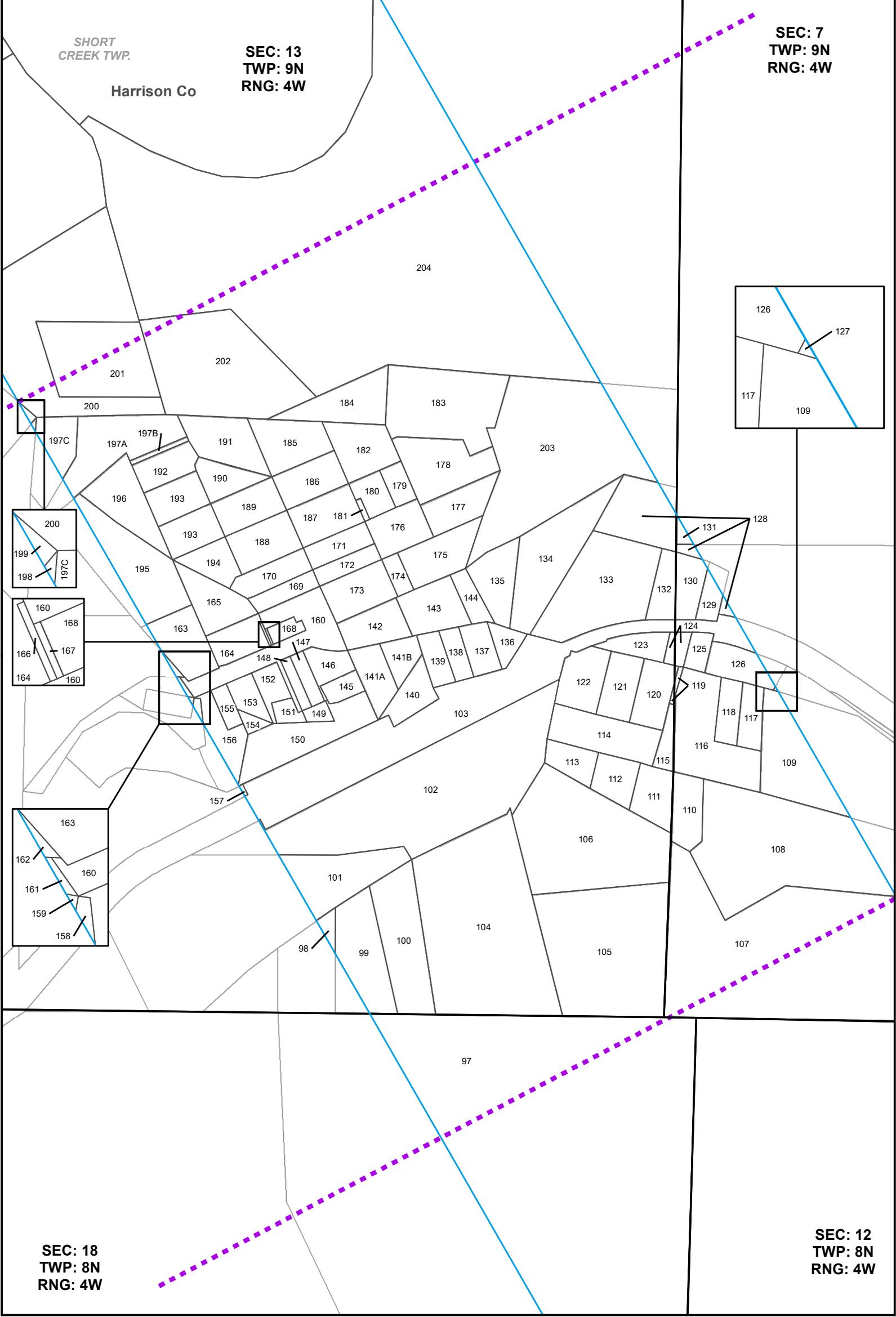
- SCOUT NE SHC HR - 548.482 Ac.
- Counties
- Townships
- PLSS Section
- Tax Parcels

SHORT CREEK TWP.

Harrison Co

SEC: 13
TWP: 9N
RNG: 4W

SEC: 7
TWP: 9N
RNG: 4W



SEC: 18
TWP: 8N
RNG: 4W

SEC: 12
TWP: 8N
RNG: 4W



SCOUT NE SHC HR
JOA EXHIBIT A-1c : UNIT MAP



1 in = 258 ft

NAD 1927 UTM Zone 17N

Legend

- SCOUT NE SHC HR - 548.482 Ac.
- Counties
- Townships
- PLS Section
- Tax Parcels

TRACT NO.	PARCEL NO.	ACRES	TRACT NO.	PARCEL NO.	ACRES
97	26-000025.000	11.516	151	26-0000465.001	0.078
98	26-0000393.000	0.058	152	26-0000464.000	0.147
99	26-0000391.000	0.625	153	26-0000463.000	0.150
100	26-0000390.000	0.796	154	26-0000465.000	0.050
101	26-0000392.000	0.628	155	26-0000472.000	0.095
102	26-0000149.000	3.011	156	26-0000138.003	0.246
103	26-0000551.000	2.394	157	26-0000138.001	0.006
104	26-0000148.000	2.792	158	26-0000476.000	0.017
105	26-0000505.000	2.029	159	26-0000478.000	0.003
106	26-0000386.000	1.798	160	26-0000469.000	0.673
107	26-0000121.000	4.500	161	26-0000477.000	0.012
108	26-0000126.001	2.170	162	26-0000556.000	0.014
109	26-0000387.000	0.746	163	26-0000368.000	0.395
110	26-0000371.000	0.285	164	26-0000410.000	0.252
111	26-0000370.000	0.313	165	26-0000415.000	0.354
112	26-0000479.000	0.257	166	26-0000408.000	0.007
113	26-0000647.000	0.218	167	26-0000336.000	0.005
114	26-0000650.000	0.533	168	26-0000337.000	0.076
115	26-0000384.000	0.120	169	26-0000467.000	0.158
116	26-0000385.000	0.805	170	26-0000468.000	0.249
117	26-0000643.000	0.182	171	26-0000407.000	0.214
118	26-0000352.000	0.188	172	26-0000355.000	0.153
119	26-0000383.000	0.021	173	26-0000427.000	0.363
120	26-0000382.000	0.295	174	26-0000413.000	0.095
121	26-0000342.000	0.294	175	26-0000414.000	0.412
122	26-0000394.000	0.347	176	26-0000409.000	0.311
123	26-0000438.000	0.191	177	26-0000411.000	0.321
124	26-0000000.000_SHC_SW_7_3	0.098	178	26-0000457.000	0.584
125	26-0000577.001	0.111	179	26-0000456.000	0.128
126	26-0000492.000	0.281	180	26-0000378.000	0.168
127	26-0000388.000	0.006	181	26-0000378.002	0.016
128	26-0000551.002	0.594	182	26-0000381.000	0.402
129	26-0000577.000	0.113	183	26-0000376.000	1.069
130	26-0000576.000	0.221	184	26-0000377.000	0.472
131	26-0000115.000	0.043	185	26-0000380.000	0.421
132	26-0000576.001	0.203	186	26-0000379.000	0.324
133	26-0000423.000	1.143	187	26-0000455.000	0.367
134	26-0000334.000	0.860	188	26-0000466.000	0.367
135	26-0000335.000	0.366	189	26-0000449.000	0.324
136	26-0000357.000	0.121	190	26-0000374.000	0.231
137	26-0000356.000	0.194	191	26-0000375.000	0.444
138	26-0000426.000	0.137	192	26-0000596.000	0.249
139	26-0000488.000	0.155	193	26-0000359.000	0.550
140	26-0000487.000	0.235	194	26-0000360.000	0.228
141a	26-0000489.000	0.260	195	26-0000369.000	0.727
141b	26-0000489.000	0.167	196	26-0000361.000	0.473
142	26-0000397.000	0.308	197a	26-0000431.000	0.686
143	26-0000447.000	0.378	197b	26-0000431.000	0.035
144	26-0000334.001	0.142	197c	26-0000431.000	0.229
145	26-0000338.001	0.112	198	26-0000140.001	0.005
146	26-0000646.000	0.174	199	26-0000140.003	0.014
147	26-0000424.000	0.102	200	26-0000581.000	2.476
148	26-0000471.000	0.076	201	26-0000582.000	1.016
149	26-0000425.000	0.058	202	26-0000146.001	1.720
150	26-0000338.000	0.634	203	26-0000146.002	2.399
			204	26-0000146.000	12.126



SCOUT NE SHC HR
JOA EXHIBIT A-1c MAP TABLE

Harrison Co

SHORT CREEK TWP.

SEC: 13
TWP: 9N
RNG: 4W

SEC: 7
TWP: 9N
RNG: 4W

TRACT NO.	PARCEL NO.	ACRES
81	25-000027.007	18.303
82	25-000027.000	1.575
83	26-0000225.002	2.225
84	26-0000225.008	4.753
85	26-0000225.011	1.054
86	26-0000225.010	1.131
87	26-0000225.009	13.464
88	26-0000225.000	5.128
89	26-0000283.000	0.770
90a	26-0000019.000	28.687
90b	26-0000019.000	1.179
91	26-0000225.004	1.763
92	26-0000225.005	11.001
93	26-0000225.003	14.848
94	26-0000018.000	5.518
95	26-0000015.001	53.766
96	26-0000015.000	0.470
97	26-0000025.000	11.516
107	26-0000121.000	4.500

107

97

96

95

90A

94

93

92

91

SEC: 12
TWP: 8N
RNG: 4W

87

88

86

85

84

83

89

90B

82

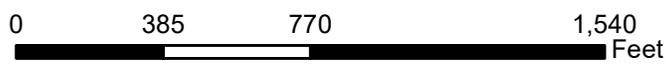
81

SEC: 18
TWP: 8N
RNG: 4W



NAD 1927 UTM Zone 17N

SCOUT NE SHC HR
JOA EXHIBIT A-1d : UNIT MAP



1 in = 500 ft

Legend

- SCOUT NE SHC HR - 548.482 Ac.
- Counties
- Townships
- PLSS Section
- Tax Parcels

SEC: 12
TWP: 8N
RNG: 4W

SHORT
CREEK TWP.
Harrison Co

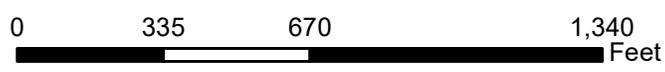
SEC: 6
TWP: 8N
RNG: 4W

SEC: 5
TWP: 8N
RNG: 4W

SEC: 11
TWP: 8N
RNG: 4W



SCOUT NE SHC HR JOA EXHIBIT A-1e : UNIT MAP



1 in = 438 ft

NAD 1927 UTM Zone 17N

Legend

- SCOUT NE SHC HR - 548.482 Ac.
- Counties
- Townships
- PLSS Section
- Tax Parcels

TRACT NO.	PARCEL NO.	ACRES
38	25-0000001.000	25.452
39	25-0000002.000	1.793
40	25-0000389.000	16.374
41	25-0000389.001	4.499
42	25-0000390.000	2.102
43	25-0000252.000	0.631
44	25-0000088.001	3.147
45	25-0000287.000	0.641
46	25-0000301.000	1.557
47	25-0000301.002	0.075
48	25-0000301.001	1.607
49	25-0000397.000	2.043
50	25-0000396.001	1.141
51	25-0000398.000	1.896
52	25-0000396.000	7.588
53	26-0000551.001	1.537
54	25-0000389.003	3.058
55	25-0000313.000	0.584
56	25-0000285.000	0.228
57	25-0000469.000	0.026
58	25-0000299.002	0.857
59	25-0000299.001	2.033
60	25-0000299.000	9.327
61	25-0000296.001	0.366
62	25-0000296.000	1.751
63	25-0000337.000	0.498
64	25-0000192.000	0.398
65	25-0000122.000	7.018
66	25-0000396.002	19.316
67	25-0000028.001	6.117
68	25-0000028.004	4.594
69	25-0000028.005	3.514
70	25-0000028.008	2.252
71	25-0000028.006	0.650
72	25-0000028.003	0.348
73	25-0000027.011	0.006
74	26-0000225.006	0.160
75	25-0000027.006	0.077
76	25-0000027.010	0.112
77	25-0000027.005	1.058
78	25-0000027.004	2.491
79	25-0000027.001	1.689
80	25-0000027.009	0.729
81	25-0000027.007	18.303

SCOUT NE SHC HR
JOA EXHIBIT A-1e MAP TABLE



SEC: 11
TWP: 8N
RNG: 4W

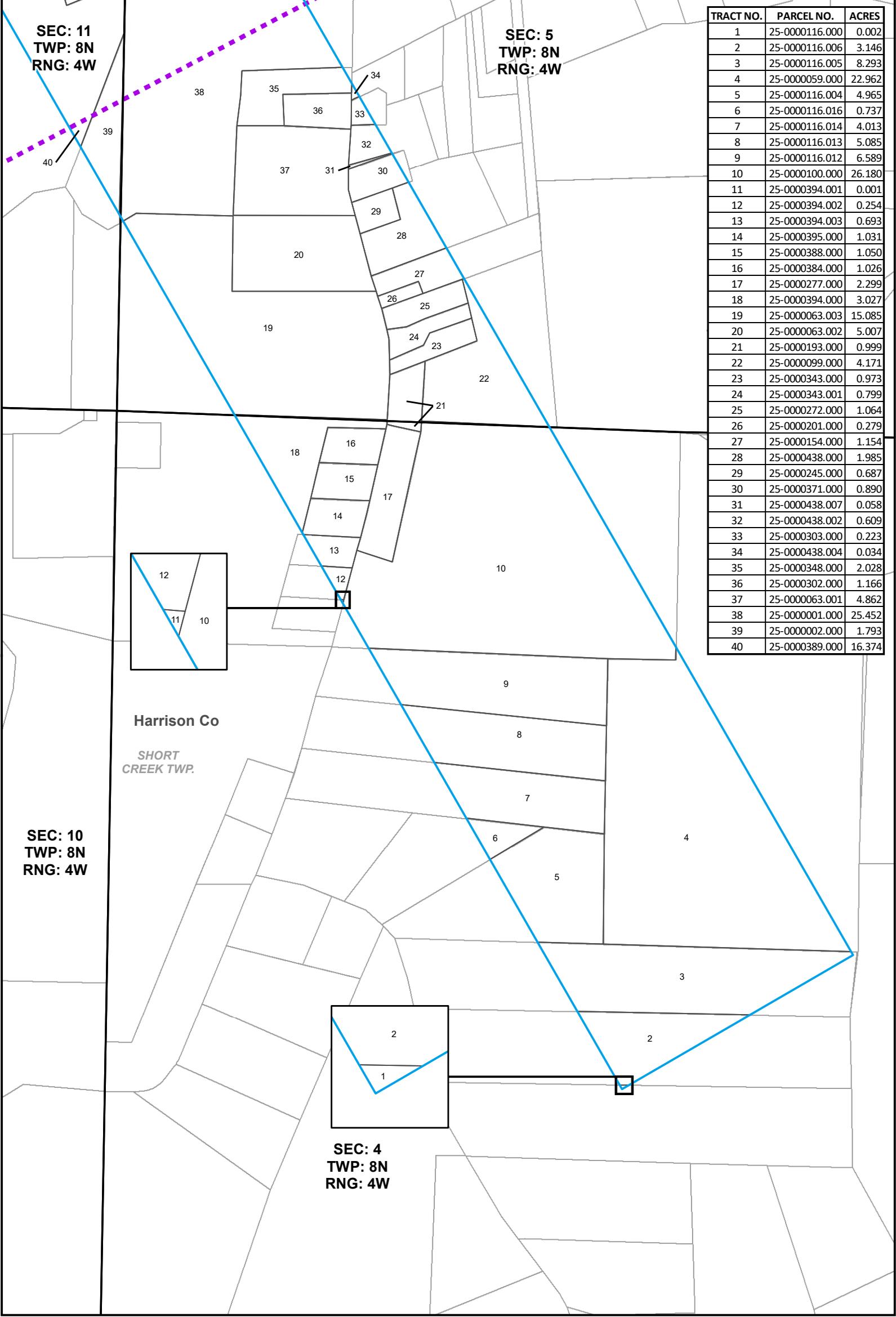
SEC: 5
TWP: 8N
RNG: 4W

SEC: 10
TWP: 8N
RNG: 4W

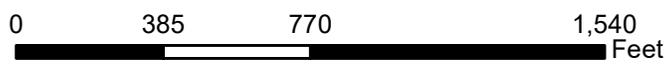
SEC: 4
TWP: 8N
RNG: 4W

Harrison Co
SHORT CREEK TWP.

TRACT NO.	PARCEL NO.	ACRES
1	25-0000116.000	0.002
2	25-0000116.006	3.146
3	25-0000116.005	8.293
4	25-0000059.000	22.962
5	25-0000116.004	4.965
6	25-0000116.016	0.737
7	25-0000116.014	4.013
8	25-0000116.013	5.085
9	25-0000116.012	6.589
10	25-0000100.000	26.180
11	25-0000394.001	0.001
12	25-0000394.002	0.254
13	25-0000394.003	0.693
14	25-0000395.000	1.031
15	25-0000388.000	1.050
16	25-0000384.000	1.026
17	25-0000277.000	2.299
18	25-0000394.000	3.027
19	25-0000063.003	15.085
20	25-0000063.002	5.007
21	25-0000193.000	0.999
22	25-0000099.000	4.171
23	25-0000343.000	0.973
24	25-0000343.001	0.799
25	25-0000272.000	1.064
26	25-0000201.000	0.279
27	25-0000154.000	1.154
28	25-0000438.000	1.985
29	25-0000245.000	0.687
30	25-0000371.000	0.890
31	25-0000438.007	0.058
32	25-0000438.002	0.609
33	25-0000303.000	0.223
34	25-0000438.004	0.034
35	25-0000348.000	2.028
36	25-0000302.000	1.166
37	25-0000063.001	4.862
38	25-0000001.000	25.452
39	25-0000002.000	1.793
40	25-0000389.000	16.374



SCOUT NE SHC HR
JOA EXHIBIT A-1f : UNIT MAP



1 in = 500 ft

Legend

- SCOUT NE SHC HR - 548.482 Ac.
- Counties
- Townships
- PLSS Section
- Tax Parcels

TRACT NO.	PARCEL NO.	ACRES	EXHIBIT	TRACT NO.	PARCEL NO.	ACRES	EXHIBIT	TRACT NO.	PARCEL NO.	ACRES	EXHIBIT
1	25-0000116.000	0.002	A-1f	73	25-0000027.011	0.006	A-1e	143	26-0000447.000	0.378	A-1c
2	25-0000116.006	3.146	A-1f	74	26-0000225.006	0.160	A-1e	144	26-0000334.001	0.142	A-1c
3	25-0000116.005	8.293	A-1f	75	25-0000027.006	0.077	A-1e	145	26-0000338.001	0.112	A-1c
4	25-0000059.000	22.962	A-1f	76	25-0000027.010	0.112	A-1e	146	26-0000646.000	0.174	A-1c
5	25-0000116.004	4.965	A-1f	77	25-0000027.005	1.058	A-1e	147	26-0000424.000	0.102	A-1c
6	25-0000116.016	0.737	A-1f	78	25-0000027.004	2.491	A-1e	148	26-0000471.000	0.076	A-1c
7	25-0000116.014	4.013	A-1f	79	25-0000027.001	1.689	A-1e	149	26-0000425.000	0.058	A-1c
8	25-0000116.013	5.085	A-1f	80	25-0000027.009	0.729	A-1e	150	26-0000338.000	0.634	A-1c
9	25-0000116.012	6.589	A-1f	81	25-0000027.007	18.303	A-1d/A-1e	151	26-0000465.001	0.078	A-1c
10	25-0000100.000	26.180	A-1f	82	25-0000027.000	1.575	A-1d	152	26-0000464.000	0.147	A-1c
11	25-0000394.001	0.001	A-1f	83	26-0000225.002	2.225	A-1d	153	26-0000463.000	0.150	A-1c
12	25-0000394.002	0.254	A-1f	84	26-0000225.008	4.753	A-1d	154	26-0000465.000	0.050	A-1c
13	25-0000394.003	0.693	A-1f	85	26-0000225.011	1.054	A-1d	155	26-0000472.000	0.095	A-1c
14	25-0000395.000	1.031	A-1f	86	26-0000225.010	1.131	A-1d	156	26-0000138.003	0.246	A-1c
15	25-0000388.000	1.050	A-1f	87	26-0000225.009	13.464	A-1d	157	26-0000138.001	0.006	A-1c
16	25-0000384.000	1.026	A-1f	88	26-0000225.000	5.128	A-1d	158	26-0000476.000	0.017	A-1c
17	25-0000277.000	2.299	A-1f	89	26-0000283.000	0.770	A-1d	159	26-0000478.000	0.003	A-1c
18	25-0000394.000	3.027	A-1f	90a	26-0000019.000	28.687	A-1d	160	26-0000469.000	0.673	A-1c
19	25-0000063.003	15.085	A-1f	90b	26-0000019.000	1.179	A-1d	161	26-0000477.000	0.012	A-1c
20	25-0000063.002	5.007	A-1f	91	26-0000225.004	1.763	A-1d	162	26-0000556.000	0.014	A-1c
21	25-0000193.000	0.999	A-1f	92	26-0000225.005	11.001	A-1d	163	26-0000368.000	0.395	A-1c
22	25-0000099.000	4.171	A-1f	93	26-0000225.003	14.848	A-1d	164	26-0000410.000	0.252	A-1c
23	25-0000343.000	0.973	A-1f	94	26-0000018.000	5.518	A-1d	165	26-0000415.000	0.354	A-1c
24	25-0000343.001	0.799	A-1f	95	26-0000015.001	53.766	A-1d	166	26-0000408.000	0.007	A-1c
25	25-0000272.000	1.064	A-1f	96	26-0000015.000	0.470	A-1d	167	26-0000336.000	0.005	A-1c
26	25-0000201.000	0.279	A-1f	97	26-0000025.000	11.516	A-1c/A-1d	168	26-0000337.000	0.076	A-1c
27	25-0000154.000	1.154	A-1f	98	26-0000393.000	0.058	A-1c	169	26-0000467.000	0.158	A-1c
28	25-0000438.000	1.985	A-1f	99	26-0000391.000	0.625	A-1c	170	26-0000468.000	0.249	A-1c
29	25-0000245.000	0.687	A-1f	100	26-0000390.000	0.796	A-1c	171	26-0000407.000	0.214	A-1c
30	25-0000371.000	0.890	A-1f	101	26-0000392.000	0.628	A-1c	172	26-0000355.000	0.153	A-1c
31	25-0000438.007	0.058	A-1f	102	26-0000149.000	3.011	A-1c	173	26-0000427.000	0.363	A-1c
32	25-0000438.002	0.609	A-1f	103	26-0000551.000	2.394	A-1c	174	26-0000413.000	0.095	A-1c
33	25-0000303.000	0.223	A-1f	104	26-0000148.000	2.792	A-1c	175	26-0000414.000	0.412	A-1c
34	25-0000438.004	0.034	A-1f	105	26-0000505.000	2.029	A-1c	176	26-0000409.000	0.311	A-1c
35	25-0000348.000	2.028	A-1f	106	26-0000386.000	1.798	A-1c	177	26-0000411.000	0.321	A-1c
36	25-0000302.000	1.166	A-1f	107	26-0000121.000	4.500	A-1c/A-1d	178	26-0000457.000	0.584	A-1c
37	25-0000063.001	4.862	A-1f	108	26-0000126.001	2.170	A-1c	179	26-0000456.000	0.128	A-1c
38	25-0000001.000	25.452	A-1e/A-1f	109	26-0000387.000	0.746	A-1c	180	26-0000378.000	0.168	A-1c
39	25-0000002.000	1.793	A-1e/A-1f	110	26-0000371.000	0.285	A-1c	181	26-0000378.002	0.016	A-1c
40	25-0000389.000	16.374	A-1e/A-1f	111	26-0000370.000	0.313	A-1c	182	26-0000381.000	0.402	A-1c
41	25-0000389.001	4.499	A-1e	112	26-0000479.000	0.257	A-1c	183	26-0000376.000	1.069	A-1c
42	25-0000390.000	2.102	A-1e	113	26-0000647.000	0.218	A-1c	184	26-0000377.000	0.472	A-1c
43	25-0000252.000	0.631	A-1e	114	26-0000650.000	0.533	A-1c	185	26-0000380.000	0.421	A-1c
44	25-0000088.001	3.147	A-1e	115	26-0000384.000	0.120	A-1c	186	26-0000379.000	0.324	A-1c
45	25-0000287.000	0.641	A-1e	116	26-0000385.000	0.805	A-1c	187	26-0000455.000	0.367	A-1c
46	25-0000301.000	1.557	A-1e	117	26-0000643.000	0.182	A-1c	188	26-0000466.000	0.367	A-1c
47	25-0000301.002	0.075	A-1e	118	26-0000352.000	0.188	A-1c	189	26-0000449.000	0.324	A-1c
48	25-0000301.001	1.607	A-1e	119	26-0000383.000	0.021	A-1c	190	26-0000374.000	0.231	A-1c
49	25-0000397.000	2.043	A-1e	120	26-0000382.000	0.295	A-1c	191	26-0000375.000	0.444	A-1c
50	25-0000396.001	1.141	A-1e	121	26-0000342.000	0.294	A-1c	192	26-0000596.000	0.249	A-1c
51	25-0000398.000	1.896	A-1e	122	26-0000394.000	0.347	A-1c	193	26-0000359.000	0.550	A-1c
52	25-0000396.000	7.588	A-1e	123	26-0000438.000	0.191	A-1c	194	26-0000360.000	0.228	A-1c
53	26-0000551.001	1.537	A-1e	124	26-0000000.000_SHC_SW_7_3	0.098	A-1c	195	26-0000369.000	0.727	A-1c
54	25-0000389.003	3.058	A-1e	125	26-0000577.001	0.111	A-1c	196	26-0000361.000	0.473	A-1c
55	25-0000313.000	0.584	A-1e	126	26-0000492.000	0.281	A-1c	197a	26-0000431.000	0.686	A-1c
56	25-0000285.000	0.228	A-1e	127	26-0000388.000	0.006	A-1c	197b	26-0000431.000	0.035	A-1c
57	25-0000469.000	0.026	A-1e	128	26-0000551.002	0.594	A-1c	197c	26-0000431.000	0.229	A-1c
58	25-0000299.002	0.857	A-1e	129	26-0000577.000	0.113	A-1c	198	26-0000140.001	0.005	A-1c
59	25-0000299.001	2.033	A-1e	130	26-0000576.000	0.221	A-1c	199	26-0000140.003	0.014	A-1c
60	25-0000299.000	9.327	A-1e	131	26-0000115.000	0.043	A-1c	200	26-0000581.000	2.476	A-1b/A-1c
61	25-0000296.001	0.366	A-1e	132	26-0000576.001	0.203	A-1c	201	26-0000582.000	1.016	A-1b/A-1c
62	25-0000296.000	1.751	A-1e	133	26-0000423.000	1.143	A-1c	202	26-0000146.001	1.720	A-1b/A-1c
63	25-0000337.000	0.498	A-1e	134	26-0000334.000	0.860	A-1c	203	26-0000146.002	2.399	A-1c
64	25-0000192.000	0.398	A-1e	135	26-0000335.000	0.366	A-1c	204	26-0000146.000	12.126	A-1b/A-1c
65	25-0000122.000	7.018	A-1e	136	26-0000357.000	0.121	A-1c	205	26-0000146.008	8.878	A-1b
66	25-0000396.002	19.316	A-1e	137	26-0000356.000	0.194	A-1c	206	26-0000146.004	4.307	A-1b
67	25-0000028.001	6.117	A-1e	138	26-0000426.000	0.137	A-1c	207	26-0000146.003	2.339	A-1b
68	25-0000028.004	4.594	A-1e	139	26-0000488.000	0.155	A-1c	208	26-0000146.005	1.586	A-1b
69	25-0000028.005	3.514	A-1e	140	26-0000487.000	0.235	A-1c	209	26-0000146.006	0.028	A-1b
70	25-0000028.008	2.252	A-1e	141a	26-0000489.000	0.260	A-1c	210	26-0000146.010	11.002	A-1b
71	25-0000028.006	0.650	A-1e	141b	26-0000489.000	0.167	A-1c	211	26-0000146.009	2.431	A-1b
72	25-0000028.003	0.348	A-1e	142	26-0000397.000	0.308	A-1c		TOTAL:	548.482	



SCOUT NE SHC HR MAP TABLE

Exhibit A-2
All Mineral Owners in the Proposed Scout NE SHC HR

Tract Number	Lease ID Number (optional)	Mineral Owner	Leased Yes or No	Total Tract Acres	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Committed Working Interest Percentage	Applicant Working Interest Percentage	Ascent Utica Minerals Working Interest Percentage	EAP Ohio, LLC Working Interest	Burj Energy, LLC Working Interest	Barlow Projects, Inc. Working Interest	Gulfport Appalachia, LLC	Address	City	State	Zip
1	UTC011957000	Dane J. Hoffman and Carolyn L. Hoffman, husband and wife	Yes	0.002	1.00000000	0.002	0.000365%	25-0000116.000	Short Creek	Harrison	0.000365%	0.000365%						74631 Henderson Ridge Road	Cadiz	OH	43907
2	UTC013471000	Doug A. Bowman and Donna E. Bowman, husband and wife	Yes	3.146	1.00000000	3.146	0.573583%	25-0000116.006	Short Creek	Harrison	0.573583%	0.573583%						74661 Henderson Ridge Road	Cadiz	OH	43907
3	UTC013471000	Doug A. Bowman and Donna E. Bowman, husband and wife	Yes	8.293	1.00000000	8.293	1.511991%	25-0000116.005	Short Creek	Harrison	1.511991%	1.511991%						74661 Henderson Ridge Road	Cadiz	OH	43907
4	UTC028871001	Tesa L. Lanoy, as survivorship tenant	Yes	22.962	0.33333333	7.654	1.395488%	25-0000059.000	Short Creek	Harrison	1.395488%	1.395488%						10607 Hatteras Dr.	Tampa	FL	33615
4	UTC028774001	Tracy R. Lanoy, as survivorship tenant	Yes	22.962	0.33333333	7.654	1.395488%	25-0000059.000	Short Creek	Harrison	1.395488%	1.395488%						2169 County Rd 7	Dillonvale	OH	43917
4	UTC028799001	Jennifer K. MacAlister, as survivorship tenant	Yes	22.962	0.33333333	7.654	1.395488%	25-0000059.000	Short Creek	Harrison	1.395488%	1.395488%						312 Sinclair Ave.	Yorkville	OH	43971
5	UTC012201000	Scott A. Miller and Christine L. Miller, husband and wife	Yes	4.965	1.00000000	4.965	0.905226%	25-0000116.004	Short Creek	Harrison	0.905226%	0.905226%						49151 High Street Road	Cadiz	OH	43907
6	UTC012201000	Scott A. Miller and Christine L. Miller, husband and wife	Yes	0.737	1.00000000	0.737	0.134371%	25-0000116.016	Short Creek	Harrison	0.134371%	0.134371%						49151 High Street Road	Cadiz	OH	43907
7	UTC005591001	Justin Knight and Brandi Knight, husband and wife	Yes	4.013	1.00000000	4.013	0.731656%	25-0000116.014	Short Creek	Harrison	0.731656%	0.731656%						49251 High St. Rd.	Cadiz	OH	43907
8	UNLEASED	AMP IV, LP, a Delaware limited partnership	No	5.085	1.00000000	5.085	0.927104%	25-0000116.013	Short Creek	Harrison	0.000000%	0.000000%						225 Ross Street, Suite 301	Pittsburgh	PA	15219
9	UNLEASED	AMP IV, LP, a Delaware limited partnership	No	6.589	1.00000000	6.589	1.201316%	25-0000116.012	Short Creek	Harrison	0.000000%	0.000000%						225 Ross Street, Suite 301	Pittsburgh	PA	15219
10	UTC032647000	Rinkes Properties, LLC	Yes	26.180	1.00000000	26.180	4.773174%	25-0000100.000	Short Creek	Harrison	4.773174%	4.773174%						49540 High Street Rd.	Cadiz	OH	43907
11	UTC029044000	Melissa K. Davis	Yes	0.001	1.00000000	0.001	0.000182%	25-0000394.001	Short Creek	Harrison	0.000182%	0.000182%						49470 High St. Rd.	Cadiz	OH	43907
12	UTC029044000	Melissa K. Davis	Yes	0.254	1.00000000	0.254	0.046310%	25-0000394.002	Short Creek	Harrison	0.046310%	0.046310%						49470 High St. Rd.	Cadiz	OH	43907
13	UTC012112000	Rhonda L. Rutter	Yes	0.693	1.00000000	0.693	0.126349%	25-0000394.003	Short Creek	Harrison	0.126349%	0.126349%						49480 High Street Rd.	Cadiz	OH	43907
14	UTC004597001	Rhonda L. Rutter	Yes	1.031	1.00000000	1.031	0.187973%	25-0000395.000	Short Creek	Harrison	0.187973%	0.187973%						49480 High Street Rd.	Cadiz	OH	43907
15	UTC005661000	Lloyd Hutchison and Margaret Hutchison, husband and wife	Yes	1.050	1.00000000	1.050	0.191437%	25-0000388.000	Short Creek	Harrison	0.191437%	0.191437%						P.O. Box 73	Harrisville	OH	43974
16	UTC004347000	Kyle D. Sterms and Sara A. Sterms, husband and wife	Yes	1.026	1.00000000	1.026	0.187062%	25-0000384.000	Short Creek	Harrison	0.187062%	0.187062%						49530 High Street Road	Cadiz	OH	43907
17	UTC004331000	David R. Rinkes, Sr. and Teresa A. Rinkes, husband and wife	Yes	2.299	1.00000000	2.299	0.419157%	25-0000277.000	Short Creek	Harrison	0.419157%	0.419157%						49475 High St. Rd.	Cadiz	OH	43907
18	UTC032647000	Rinkes Properties, LLC	Yes	3.027	1.00000000	3.027	0.551887%	25-0000394.000	Short Creek	Harrison	0.551887%	0.551887%						49540 High Street Rd.	Cadiz	OH	43907
19	Barlow Projects Inc.	Daniel Wayne Lukich and Judy McClain Lukich, Trustees of the Lukich Revocable Living Trust, dated May 28, 2016	Yes	15.085	0.66666667	10.057	1.833545%	25-000063.003	Short Creek	Harrison	1.833545%					1.833545%		100 Cascades	Williamsburg	VA	23188
19	Barlow Projects Inc.	Gateway Royalty V, LLC	Yes	15.085	0.33333333	5.028	0.916773%	25-000063.003	Short Creek	Harrison	0.916773%					0.916773%		P.O. Box 637	Carrollton	OH	44615
20	Barlow Projects Inc.	Daniel Wayne Lukich and Judy McClain Lukich, Trustees of the Lukich Revocable Living Trust, dated May 28, 2015	Yes	5.007	0.66666667	3.338	0.608589%	25-000063.002	Short Creek	Harrison	0.608589%					0.608589%		100 Cascades	Williamsburg	VA	23188
20	Barlow Projects Inc.	Gateway Royalty V, LLC	Yes	5.007	0.33333333	1.669	0.304294%	25-000063.002	Short Creek	Harrison	0.304294%					0.304294%		P.O. Box 637	Carrollton	OH	44615
21	UTC004342000	Lou Ann Feher	Yes	0.999	1.00000000	0.999	0.182139%	25-0000193.000	Short Creek	Harrison	0.182139%	0.182139%						49565 High Street Road	Cadiz	OH	43907
22	UTC032647000	Rinkes Properties, LLC	Yes	4.171	1.00000000	4.171	0.760463%	25-000099.000	Short Creek	Harrison	0.760463%	0.760463%						49540 High Street Rd.	Cadiz	OH	43907
23	UTC004334000	Leslie G. Matthews, Jr. and Tresa Matthews, husband and wife	Yes	0.973	1.00000000	0.973	0.177399%	25-0000343.000	Short Creek	Harrison	0.177399%	0.177399%						49615 High Street Road	Cadiz	OH	43907
24	UTC004334000	Randy Uter and Patricia Uter, husband and wife	Yes	0.799	1.00000000	0.799	0.145675%	25-0000343.001	Short Creek	Harrison	0.145675%	0.145675%						49625 High Street Road	Cadiz	OH	43907
25	UTC004328000	Randy L. Uter, Co-Tenant	Yes	1.064	0.50000000	0.532	0.096995%	25-0000272.000	Short Creek	Harrison	0.096995%	0.096995%						49625 High Street Road	Cadiz	OH	43907
25	UTC004328000	Patricia K. Uter, Co-Tenant	Yes	1.064	0.50000000	0.532	0.096995%	25-0000272.000	Short Creek	Harrison	0.096995%	0.096995%						49625 High Street Road	Cadiz	OH	43907
26	UTC003423000	LL&B Headwater II, LP ATTN: Gordon H. Deen, as CEO	Yes	0.279	1.00000000	0.279	0.050868%	25-0000201.000	Short Creek	Harrison	0.050868%	0.050868%						11412 Bee Caves Rd., Suite 301	Austin	TX	78738
27	UTC003423000	LL&B Headwater II, LP ATTN: Gordon H. Deen, as CEO	Yes	1.154	1.00000000	1.154	0.210399%	25-0000154.000	Short Creek	Harrison	0.210399%	0.210399%						11412 Bee Caves Rd., Suite 301	Austin	TX	78738
28	UTC012212000	Robert James Straight, III	Yes	1.985	1.00000000	1.985	0.361908%	25-0000438.000	Short Creek	Harrison	0.361908%	0.361908%						49665 High Street Rd.	Cadiz	OH	43907
29	UTC012200000	Scott Stephen Martin	Yes	0.687	0.33333333	0.229	0.041752%	25-0000245.000	Short Creek	Harrison	0.041752%	0.041752%						104 Little Red Ct.	Eight Four	PA	15330
29	UTC012200000	Brian Dale Martin	Yes	0.687	0.33333333	0.229	0.041752%	25-0000245.000	Short Creek	Harrison	0.041752%	0.041752%						404 S. Main St.	Bethesda	OH	43719
29	UTC012200000	Rebecca Sue Martin	Yes	0.687	0.33333333	0.229	0.041752%	25-0000245.000	Short Creek	Harrison	0.041752%	0.041752%						6063 Leetonia Rd.	Leetonia	OH	44431
30	UTC014918000	Jacob J. Waligura and Debra L. Waligura, husband and wife	Yes	0.890	1.00000000	0.890	0.162266%	25-0000371.000	Short Creek	Harrison	0.162266%	0.162266%						49725 High Street Road	Cadiz	OH	43907
31	UTC014918000	Jacob J. Waligura and Debra L. Waligura, husband and wife	Yes	0.058	1.00000000	0.058	0.010575%	25-0000438.000	Short Creek	Harrison	0.010575%	0.010575%						49725 High Street Road	Cadiz	OH	43907
32	UTC029245000	Alan S. Van Curen, Co-Tenant	Yes	0.609	0.50000000	0.305	0.055517%	25-0000438.002	Short Creek	Harrison	0.055517%	0.055517%						49735 High Street Road	Cadiz	OH	43907
32	UTC029245000	Elka L. Van Curen, Co-Tenant	Yes	0.609	0.50000000	0.305	0.055517%	25-0000438.002	Short Creek	Harrison	0.055517%	0.055517%						49735 High Street Road	Cadiz	OH	43907
33	UTC013513000	Rae Ann Sowers	Yes	0.223	1.00000000	0.223	0.040658%	25-0000303.000	Short Creek	Harrison	0.040658%	0.040658%						79159 Hirt Road	Cadiz	OH	43907
34	UTC013513000	Rae Ann Sowers	Yes	0.034	1.00000000	0.034	0.006199%	25-0000438.004	Short Creek	Harrison	0.006199%	0.006199%						79159 Hirt Road	Cadiz	OH	43907
35	UTC032182000	Nancy Nicola	Yes	2.028	1.00000000	2.028	0.369748%	25-0000348.000	Short Creek	Harrison	0.369748%	0.369748%						145 Bantam Ridge Road	Wintersville	OH	43953
36	UTC012184000	Mary Blehschmidt	Yes	1.166	0.50000000	0.583	0.106293%	25-0000302.000	Short Creek	Harrison	0.106293%	0.106293%						49770 High Street Road	Cadiz	OH	43907
36	UTC012202000	Laura Prokes	Yes	1.166	0.50000000	0.583	0.106293%	25-0000302.000	Short Creek	Harrison	0.106293%	0.106293%						49770 High Street Road	Cadiz	OH	43907
37	Barlow Projects Inc.	Daniel Wayne Lukich and Judy McClain Lukich, Trustees of the Lukich Revocable Living Trust, dated May 28, 2016	Yes	4.862	0.66666667	3.241	0.590964%	25-000063.001	Short Creek	Harrison	0.590964%					0.590964%		100 Cascades	Williamsburg	VA	23188
37	Barlow Projects Inc.	Gateway Royalty V, LLC	Yes	4.862	0.33333333	1.621	0.295482%	25-000063.001	Short Creek	Harrison	0.295482%					0.295482%		P.O. Box 637	Carrollton	OH	44615
38	UTC032646000	Joshua L. Rinkes	Yes	25.452	1.00000000	25.452	4.640444%	25-000001.000	Short Creek	Harrison	4.640444%	4.640444%						49540 High St.	Cadiz	OH	43907
39	UTC032646000	Joshua L. Rinkes	Yes	1.793	1.00000000	1.793	0.326902%	25-000002.000	Short Creek	Harrison	0.326902%	0.326902%						49540 High St.	Cadiz	OH	43907
40	GPOR	William W. Sikora and Christine B. Sikora, husband and wife	Yes	16.374	1.00000000	16.374	2.985330%	25-0000389.000	Short Creek	Harrison	0.000000%	0.000000%					2.985330%	46545 Bursley Road	Wellington	OH	44090
41	UTC012207000	Charles L. Shields, Jr. and Dolores M. Shields, husband and wife	Yes	4.499	1.00000000	4.499	0.820264%	25-0000389.001	Short Creek	Harrison	0.820264%	0.820264%						48975 Cadiz Harrisville Road	Cadiz	OH	43907
42	UTC012207000	Charles L. Shields, Jr. and Dolores M. Shields, husband and wife	Yes	2.102	1.00000000	2.102	0.383240%	25-0000390.000	Short Creek	Harrison	0.383240%	0.383240%						48975 Cadiz Harrisville Road	Cadiz	OH	43907
43	PENDING	John E. Semberski and Cheryl J. Semberski, husband and wife	Yes	0.631	1.00000000	0.631	0.115045%	25-0000252.000	Short Creek	Harrison	0.115045%	0.115045%						48995 Cadiz Harrisville Road	Cadiz	OH	43907
44	UTC011299000	Charles W. Rinkes, Jr. and Karen J. Rinkes	Yes	3.147	0.25000000	0.787	0.143441%	25-0000088.001	Short Creek	Harrison	0.143441%	0.143441%						48900 Cadiz Harrisville Road	Cadiz	OH	43907
44	UTC011298000	William Bruce and Martha Lou Packer	Yes	3.147	0.25000000	0.787	0.143441%	25-0000088.001	Short Creek	Harrison	0.143441%	0.143441%						746 State Highway 250	Adena	OH	43910
44	UTC011302000	Bruce D. Rinkes	Yes	3.147	0.25000000	0.787	0.143441%	25-0000088.001	Short Creek	Harrison	0.143441%	0.143441%						25544 Q-4 Rd.	Holton	KS	66436
44	UTC011303000	Ross A. Rinkes and Mille Rinkes	Yes	3.147	0.25000000	0.787	0.143441%	25-0000088.001	Short Creek	Harrison	0.143441%	0.143441%						755 Petty Branch Rd.	Decherd	TN	37324
45	UTC012206000	Carolyn R. Saksa, Life Estate Tracy L. Sambuco, Remainderman Lori Saksa Oakes, Remainderman	Yes																		

52	UTC011299000	Charles W. Rinkes, Jr.	Yes	7.588	0.25000000	1.897	0.345864%	25-0000396.000	Short Creek	Harrison	0.345864%	0.345864%					48900 Cadiz Harrisville Road	Cadiz	OH	43907
52	UTC011298000	Martha Lou Packer	Yes	7.588	0.25000000	1.897	0.345864%	25-0000396.000	Short Creek	Harrison	0.345864%	0.345864%					746 State Highway 250	Adena	OH	43910
52	UTC011302000	Bruce D. Rinkes	Yes	7.588	0.25000000	1.897	0.345864%	25-0000396.000	Short Creek	Harrison	0.345864%	0.345864%					25544 Q-4 Rd.	Holton	KS	66436
52	UTC011303000	Ross A. Rinkes	Yes	7.588	0.25000000	1.897	0.345864%	25-0000396.000	Short Creek	Harrison	0.345864%	0.345864%					755 Petty Branch Rd.	Decherd	TN	37324
53	UTC025294000	Wheeling & Lake Erie Railway Company, Attn: Larry R. Parsons, Chairman & CEO	Yes	1.537	1.00000000	1.537	0.280228%	26-0000551.001	Short Creek	Harrison	0.280228%	0.280228%					100 East First St.	Brewster	OH	44613
54	GPOR	William W. Sikora and Christine B. Sikora	Yes	3.058	1.00000000	3.058	0.557539%	25-0000389.003	Short Creek	Harrison	0.000000%		0.557539%				46545 Bursley Road	Wellington	OH	44090
55	UTC003425000	John B. Soos, Jr. and Eleanor M. Soos	Yes	0.584	1.00000000	0.584	0.106476%	25-000013.000	Short Creek	Harrison	0.106476%	0.106476%					48795 Cadiz Harrisville Road	Cadiz	OH	43907
56	UTC032209000	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	Yes	0.228	1.00000000	0.228	0.041569%	25-0000285.000	Short Creek	Harrison	0.041569%	0.041569%					777 Main Street, Suite 3400	Fort Worth	TX	76102
57	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.026	1.00000000	0.026	0.004740%	25-0000469.000	Short Creek	Harrison	0.004740%		0.004740%				3501 NW 63rd Street	Oklahoma City	OK	73116
58	UTC028338000	Linda S. Kalonick and Paul J. Kalonick, wife and husband	Yes	0.857	1.00000000	0.857	0.156249%	25-0000299.002	Short Creek	Harrison	0.156249%	0.156249%					P.O. Box 263	Adena	OH	43901
59	UTC017720000	Amy L. Clelland and Richard A. Clelland, wife and husband	Yes	2.033	1.00000000	2.033	0.370659%	25-0000299.001	Short Creek	Harrison	0.370659%	0.370659%					48780 Cadiz Harrisville Road	Cadiz	OH	43907
60	UTC028338000	Linda S. Kalonick and Paul J. Kalonick, wife and husband	Yes	9.327	1.00000000	9.327	1.700512%	25-0000299.000	Short Creek	Harrison	1.700512%	1.700512%					P.O. Box 263	Adena	OH	43901
61	UTC004200000	Carol Marie Sickle and Robert T. Sickle, husband and wife	Yes	0.366	1.00000000	0.366	0.066730%	25-0000296.001	Short Creek	Harrison	0.066730%	0.066730%					48650 Cadiz Harrisville Road	Cadiz	OH	43907
62	UTC004200000	Carol Marie Sickle and Robert T. Sickle, husband and wife	Yes	1.751	1.00000000	1.751	0.319245%	25-0000296.000	Short Creek	Harrison	0.319245%	0.319245%					48650 Cadiz Harrisville Road	Cadiz	OH	43907
63	UTC003419000	William Curtis, Jr.	Yes	0.498	1.00000000	0.498	0.090796%	25-0000337.000	Short Creek	Harrison	0.090796%	0.090796%					48640 Cadiz Harrisville Raod	Cadiz	OH	43907
64	UTC018639000	Daniel L. Smallwood and Nicole M. Smallwood, husband and wife	Yes	0.398	1.00000000	0.398	0.072564%	25-0000192.000	Short Creek	Harrison	0.072564%	0.072564%					75750 Sixteen Rd.	Cadiz	OH	43907
65	UTC029990000	Daniel L. Smallwood and Nicole M. Smallwood, husband and wife	Yes	7.018	1.00000000	7.018	1.279532%	25-0000122.000	Short Creek	Harrison	1.279532%	1.279532%					19 Cove Hollow Ln.	Beverly	KY	40913
66	UTC011299000	Charles W. Rinkes, Jr.	Yes	19.316	0.25000000	4.829	0.880430%	25-0000396.002	Short Creek	Harrison	0.880430%	0.880430%					48900 Cadiz Harrisville Road	Cadiz	OH	43907
66	UTC011298000	Martha Lou Packer	Yes	19.316	0.25000000	4.829	0.880430%	25-0000396.002	Short Creek	Harrison	0.880430%	0.880430%					746 State Highway 250	Adena	OH	43910
66	UTC011302000	Bruce D. Rinkes	Yes	19.316	0.25000000	4.829	0.880430%	25-0000396.002	Short Creek	Harrison	0.880430%	0.880430%					25544 Q-4 Rd.	Holton	KS	66436
66	UTC011303000	Ross A. Rinkes	Yes	19.316	0.25000000	4.829	0.880430%	25-0000396.002	Short Creek	Harrison	0.880430%	0.880430%					755 Petty Branch Rd.	Decherd	TN	37324
67	UTC011883000	Chester D. Rinkes and Christine A. Rinkes	Yes	6.117	1.00000000	6.117	1.115260%	25-0000028.001	Short Creek	Harrison	1.115260%	1.115260%					P.O. Box 123	Harrisville	OH	43974
68	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	4.594	1.00000000	4.594	0.837584%	25-0000028.004	Short Creek	Harrison	0.837584%		0.837584%				3501 NW 63rd Street	Oklahoma City	OK	73116
69	UTC028772001	Debra J. Dombroski	Yes	3.514	0.50000000	1.757	0.320339%	25-0000028.005	Short Creek	Harrison	0.320339%	0.320339%					P.O. Box 61	Harrisville	OH	43974
69	UTC029447001	Don Webber	Yes	3.514	0.50000000	1.757	0.320339%	25-0000028.005	Short Creek	Harrison	0.320339%	0.320339%					47725 Hidden Springs Dr.	St. Clairsville	OH	43950
70	PENDING	Thomas J. Donley and Rebecca L. Donley	Yes	2.252	1.00000000	2.252	0.410588%	25-0000028.008	Short Creek	Harrison	0.410588%	0.410588%					48561 Hagmar Ridge Rd.	Cadiz	OH	43907
71	UTC003496000	Richard A. Bolock and Natalie Bolock, husband and wife	Yes	0.650	1.00000000	0.650	0.118509%	25-0000028.006	Short Creek	Harrison	0.118509%	0.118509%					48501 Hagmar Ridge Rd.	Cadiz	OH	43907
72	UTC003496000	Richard A. Bolock and Natalie Bolock, husband and wife	Yes	0.348	1.00000000	0.348	0.063448%	25-0000028.003	Short Creek	Harrison	0.063448%	0.063448%					48501 Hagmar Ridge Rd.	Cadiz	OH	43907
73	UTC015768000	Sharon Luann Hopkins and Ericka E. Young, as survivorship tenants and Sharon Luann Hopkins and Darrin R. Young, as survivorship tenants	Yes	0.006	0.50000000	0.003	0.000547%	25-0000027.011	Short Creek	Harrison	0.000547%	0.000547%					P.O. Box 325	Adena	OH	43901
73	UTC015769000	Sharon Luann Hopkins and Ericka E. Young, as survivorship tenants and Sharon Luann Hopkins and Darrin R. Young, as survivorship tenants	Yes	0.006	0.50000000	0.003	0.000547%	25-0000027.011	Short Creek	Harrison	0.000547%	0.000547%					P.O. Box 325	Adena	OH	43901
74	UTC003496000	Richard A. Bolock and Natalie Bolock, husband and wife	Yes	0.160	1.00000000	0.160	0.029171%	26-0000225.006	Short Creek	Harrison	0.029171%	0.029171%					48501 Hagmar Ridge Rd.	Cadiz	OH	43907
75	UTC003496000	Richard A. Bolock and Natalie Bolock, husband and wife	Yes	0.077	1.00000000	0.077	0.014039%	25-0000027.006	Short Creek	Harrison	0.014039%	0.014039%					48501 Hagmar Ridge Rd.	Cadiz	OH	43907
76	PENDING	Thomas J. Donley and Rebecca L. Donley	Yes	0.112	1.00000000	0.112	0.020420%	25-0000027.010	Short Creek	Harrison	0.020420%	0.020420%					48561 Hagmar Ridge Rd.	Cadiz	OH	43907
77	UTC028772001	Debra J. Dombroski	Yes	1.058	0.50000000	0.529	0.096448%	25-0000027.005	Short Creek	Harrison	0.096448%	0.096448%					P.O. Box 61	Harrisville	OH	43974
77	UTC029447001	Don Webber	Yes	1.058	0.50000000	0.529	0.096448%	25-0000027.005	Short Creek	Harrison	0.096448%	0.096448%					47725 Hidden Springs Dr.	St. Clairsville	OH	43950
78	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	2.491	1.00000000	2.491	0.454163%	25-0000027.004	Short Creek	Harrison	0.454163%		0.454163%				3501 NW 63rd Street	Oklahoma City	OK	73116
79	UTC011883000	Chester D. Rinkes and Christine A. Rinkes, husband and wife	Yes	1.689	1.00000000	1.689	0.307941%	25-0000027.001	Short Creek	Harrison	0.307941%	0.307941%					P.O. Box 123	Harrisville	OH	43974
80	UTC013331000	Aric D. Woods and Erica A. Woods, husband and wife	Yes	0.729	1.00000000	0.729	0.132912%	25-0000027.009	Short Creek	Harrison	0.132912%	0.132912%					47852 Foxes Bottom Rd.	Cadiz	OH	43907
81	UTC012494000	Diana M. Piergallini	Yes	18.303	1.00000000	18.303	3.337028%	25-0000027.007	Short Creek	Harrison	3.337028%	3.337028%					85609 N. Bay Rd.	Scioto	OH	43988
82	UTC016566000	Hagmar Ridge LTD Attn: Shirley Yakubowski, Member	Yes	1.575	1.00000000	1.575	0.287156%	25-0000027.000	Short Creek	Harrison	0.287156%	0.287156%					3038 Larkspur St.	Titusville	FL	32796
83	UTC016566000	Hagmar Ridge LTD Attn: Shirley Yakubowski, Member	Yes	2.225	1.00000000	2.225	0.405665%	26-0000225.002	Short Creek	Harrison	0.405665%	0.405665%					3038 Larkspur St.	Titusville	FL	32796
84	UTC012494000	Diana M. Piergallini	Yes	4.753	1.00000000	4.753	0.866574%	26-0000225.008	Short Creek	Harrison	0.866574%	0.866574%					85609 N. Bay Rd.	Scioto	OH	43988
85	UTC023701000	Eli Trover and Edna Trover, husband and wife	Yes	1.054	1.00000000	1.054	0.192167%	26-0000225.011	Short Creek	Harrison	0.192167%	0.192167%					9025 Mt. Hope Rd.	Apple Creek	OH	44606
86	UTC028815000	Mark A. Scott	Yes	1.131	1.00000000	1.131	0.206205%	26-0000225.010	Short Creek	Harrison	0.206205%	0.206205%					22 Driggs Ln.	Bridgport	OH	43912
87	UTC011309000	Michael V. Cole and Tracie R. Cole, husband and wife	Yes	13.464	1.00000000	13.464	2.454775%	26-0000225.009	Short Creek	Harrison	2.454775%	2.454775%					76300 Mirica Ridge Road	Adena	OH	43901
88	UTC016566000	Hagmar Ridge LTD Attn: Shirley Yakubowski, Member	Yes	5.128	1.00000000	5.128	0.934944%	26-0000225.000	Short Creek	Harrison	0.934944%	0.934944%					3038 Larkspur St.	Titusville	FL	32796
89	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.770	1.00000000	0.770	0.140387%	26-0000283.000	Short Creek	Harrison	0.140387%		0.140387%				3501 NW 63rd Street	Oklahoma City	OK	73116
90a	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	28.687	1.00000000	28.687	5.230254%	26-0000019.000	Short Creek	Harrison	5.230254%		5.230254%				3501 NW 63rd Street	Oklahoma City	OK	73116
90b	UTC025410001	Randon L. Nelson and ReNe R. Nelson, husband and wife	Yes	1.179	1.00000000	1.179	0.214957%	26-0000019.000	Short Creek	Harrison	0.214957%	0.214957%					52222 Frankfort Road	Salesville	OH	43778
91	UTC012182000	Kevin J. Soos and Bonnie L. Soos, husband and wife	Yes	1.763	1.00000000	1.763	0.321433%	26-0000225.004	Short Creek	Harrison	0.321433%	0.321433%					337 US Route 250	Adena	OH	43901
92	UTC012182000	Kevin J. Soos and Bonnie L. Soos, husband and wife	Yes	11.001	1.00000000	11.001	2.005718%	26-0000225.005	Short Creek	Harrison	2.005718%	2.005718%					337 US Route 250	Adena	OH	43901
93	UTC012182000	Kevin J. Soos and Bonnie L. Soos, husband and wife	Yes	14.848	1.00000000	14.848	2.707108%	26-0000225.003	Short Creek	Harrison	2.707108%	2.707108%					337 US Route 250	Adena	OH	43901
94	UTC029204001	Patricia A. Dailey	Yes	5.518	0.25000000	1.380	0.251512%	26-0000018.000	Short Creek	Harrison	0.251512%	0.251512%					7170 Thornelife Blvd.	Parma	OH	44134
94	UTC027420001	Michael P. Kalonick	Yes	5.518	0.25000000	1.380	0.251512%	26-0000018.000	Short Creek	Harrison	0.251512%	0.251512%					279 Springview Rd.	Carlisle	PA	17015
94	UTC028530001	Daniel J. Kalonick	Yes	5.518	0.25000000	1.380	0.251512%	26-0000018.000	Short Creek	Harrison	0.251512%	0.251512%					3508 Laurenhaven Ct.	Lexington	KY	40515
94	UTC029223001	John A. Kalonick, IV	Yes	5.518	0.25000000	1.380	0.251512%	26-0000018.000	Short Creek	Harrison	0.251512%	0.251512%					118 Dravo St.	Beaver	PA	15009
95	UTC032448000	Bruner Land Company, Inc Attn: Douglas R. Bruner, President	Yes	53.766	1.00000000	53.766	9.802692%	26-0000015.001	Short Creek	Harrison	9.802692%	9.802692%					P.O. Box 98	Byesville	OH	43723
96	UTC032448000	Bruner Land Company, Inc Attn: Douglas R. Bruner, President	Yes	0.470	1.00000000	0.470	0.085691%	26-0000015.000	Short Creek	Harrison	0.085691%	0.085691%					P.O. Box 98	Byesville	OH	43723
97	UTC032448000	Bruner Land Company, Inc Attn: Douglas R. Bruner, President	Yes	11.516	1.00000000	11.516	2.099613%	26-0000025.000	Short Creek	Harrison	2.099613%	2.099613%					P.O. Box 98	Byesville	OH	43723
98	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.058																

99	UTC032209000	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	Yes	0.625	1.0000000	0.625	0.113951%	26-0000391.000	Short Creek	Harrison	0.113951%	0.113951%			777 Main Street, Suite 3400	Fort Worth	TX	76102
100	UTC032424000	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	Yes	0.796	1.0000000	0.796	0.145128%	26-0000390.000	Short Creek	Harrison	0.145128%	0.145128%			777 Main Street, Suite 3400	Fort Worth	TX	76102
101	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.628	1.0000000	0.628	0.114498%	26-0000392.000	Short Creek	Harrison	0.114498%		0.114498%		3501 NW 63rd Street	Oklahoma City	OK	73116
102	UNLEASED	The Unknown Heirs and Assigns of Patricia E. Ruckman, deceased	No	3.011	1.0000000	3.011	0.548970%	26-0000149.000	Short Creek	Harrison	0.000000%				Unknown	Unknown	Unknown	Unknown
103	UTC025294000	Wheeling & Lake Erie Railway Company, Attn: Larry R. Parsons, Chairman & CEO	Yes	2.394	1.0000000	2.394	0.436477%	26-0000551.000	Short Creek	Harrison	0.436477%		0.436477%		100 East First St.	Brewster	OH	44613
104	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	2.792	1.0000000	2.792	0.509041%	26-0000148.000	Short Creek	Harrison	0.509041%		0.509041%		3501 NW 63rd Street	Oklahoma City	OK	73116
105	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	2.029	1.0000000	2.029	0.369930%	26-0000505.000	Short Creek	Harrison	0.369930%		0.369930%		3501 NW 63rd Street	Oklahoma City	OK	73116
106	UTC024096000	Randall Dombroski	Yes	1.798	1.0000000	1.798	0.327814%	26-0000386.000	Short Creek	Harrison	0.327814%		0.327814%		77157 Hawthorne Rd.	Cadiz	OH	43907
107	UTC032448000	Bruner Land Company, Inc. Attn: Douglas R. Bruner, President	Yes	4.500	1.0000000	4.500	0.820446%	26-0000121.000	Short Creek	Harrison	0.820446%		0.820446%		P.O. Box 98	Byesville	OH	43723
108	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	2.170	1.0000000	2.170	0.395637%	26-0000126.001	Short Creek	Harrison	0.395637%		0.395637%		3501 NW 63rd Street	Oklahoma City	OK	73116
109	UTC032424000	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	Yes	0.746	1.0000000	0.746	0.136012%	26-0000387.000	Short Creek	Harrison	0.136012%		0.136012%		777 Main Street, Suite 3400	Fort Worth	TX	76102
110	UTC032424000	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	Yes	0.285	1.0000000	0.285	0.051962%	26-0000371.000	Short Creek	Harrison	0.051962%		0.051962%		777 Main Street, Suite 3400	Fort Worth	TX	76102
111	UTC032424000	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	Yes	0.313	1.0000000	0.313	0.057067%	26-0000370.000	Short Creek	Harrison	0.057067%		0.057067%		777 Main Street, Suite 3400	Fort Worth	TX	76102
112	UNLEASED	Stacey Ruckman	No	0.257	0.5000000	0.129	0.023428%	26-0000479.000	Short Creek	Harrison	0.000000%				77095 Hawthorne Road	Cadiz	OH	43907
112	UNLEASED	Christine Howes, fka Christine Kellaway	No	0.257	0.5000000	0.129	0.023428%	26-0000479.000	Short Creek	Harrison	0.000000%				77095 Hawthorne Road	Cadiz	OH	43907
113	UTC027373000	Trustees of Shortcreek Township Attn: Andrew Filippi, Trustee	Yes	0.218	1.0000000	0.218	0.039746%	26-0000647.000	Short Creek	Harrison	0.039746%		0.039746%		300 Hagan St.	Adena	OH	43901
114	UTC027373000	Trustees of Shortcreek Township Attn: Andrew Filippi, Trustee	Yes	0.533	1.0000000	0.533	0.097177%	26-0000650.000	Short Creek	Harrison	0.097177%		0.097177%		300 Hagan St.	Adena	OH	43901
115	UNLEASED	The Unknown Heirs and Assigns of Chester Jeffries, Deceased	No	0.120	1.0000000	0.120	0.021879%	26-0000384.000	Short Creek	Harrison	0.000000%				Unknown	Unknown	Unknown	Unknown
116	UNLEASED	The Unknown Heirs and Assigns of Chester Jeffries, Deceased	No	0.805	1.0000000	0.805	0.146769%	26-0000385.000	Short Creek	Harrison	0.000000%				Unknown	Unknown	Unknown	Unknown
117	UTC032424000	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	Yes	0.182	1.0000000	0.182	0.033182%	26-0000643.000	Short Creek	Harrison	0.033182%		0.033182%		777 Main Street, Suite 3400	Fort Worth	TX	76102
118	UTC021321000	Tammy Humell	Yes	0.188	1.0000000	0.188	0.034276%	26-0000352.000	Short Creek	Harrison	0.034276%		0.034276%		48025 Cadiz Harrisville Rd.	Cadiz	OH	43907
119	UTC027984000	Joseph D. Toto	Yes	0.021	1.0000000	0.021	0.003829%	26-0000383.000	Short Creek	Harrison	0.003829%		0.003829%		8360 East Yearling Road	Scottsdale	AZ	85255
120	UTC027984000	Joseph D. Toto	Yes	0.295	1.0000000	0.295	0.053785%	26-0000382.000	Short Creek	Harrison	0.053785%		0.053785%		47797 Cadiz Harrisville Rd.	Cadiz	OH	43907
121	UTC023029000	Ashley Lyman and Lisa Lyman, husband and wife	Yes	0.294	1.0000000	0.294	0.053602%	26-0000342.000	Short Creek	Harrison	0.053602%		0.053602%		697 Country Club Road, Lot 2	Cadiz	OH	43907
122	UNLEASED	The Unknown Heirs and Assigns of Patricia E. Ruckman, deceased	No	0.347	1.0000000	0.347	0.063266%	26-0000394.000	Short Creek	Harrison	0.000000%				Unknown	Unknown	Unknown	Unknown
123	UTC013550000	James A. McLeod and Amy M. McLeod, husband and wife	Yes	0.191	1.0000000	0.191	0.034823%	26-0000438.000	Short Creek	Harrison	0.034823%		0.034823%		48010 Cadiz Harrisville Road	Cadiz	OH	43907
124	UTC031166001	William Morgan Hall	Yes	0.098	0.1000000	0.010	0.001787%	26-000000000 SHC SW 7 3	Short Creek	Harrison	0.001787%		0.001787%		601 Columbia St., Apt. 123	Vancouver	WA	98660
124	UTC030127001	Meredith Jean Corbett	Yes	0.098	0.1666667	0.016	0.002978%	26-000000000 SHC SW 7 3	Short Creek	Harrison	0.002978%		0.002978%		8360 East Yearling Road	Scottsdale	AZ	85255
124	UTC031952001	John Duane Corbett	Yes	0.098	0.1666667	0.016	0.002978%	26-000000000 SHC SW 7 3	Short Creek	Harrison	0.002978%		0.002978%		4803 East Annette Drive	Scottsdale	AZ	85254
124	UTC030268001	Marcehn C. Smith	Yes	0.098	0.1666667	0.016	0.002978%	26-000000000 SHC SW 7 3	Short Creek	Harrison	0.002978%		0.002978%		188 Sage Lane	Ripley	WV	25271
124	UTC031167001	Samuel Harrison Hall	Yes	0.098	0.1000000	0.010	0.001787%	26-000000000 SHC SW 7 3	Short Creek	Harrison	0.001787%		0.001787%		1095 Lombard Street	North Bend	OR	97459
124	UNLEASED	Robert Daniel Bassett	No	0.098	0.1000000	0.010	0.001787%	26-000000000 SHC SW 7 3	Short Creek	Harrison	0.000000%				2727 W. Bluff Avenue, Apt 101	Fresno	CA	93711
124	PENDING	Michael Walter Bassett	Yes	0.098	0.1000000	0.010	0.001787%	26-000000000 SHC SW 7 3	Short Creek	Harrison	0.001787%		0.001787%		1151 Galleria Blvd, Suite 2240	Roseville	CA	95678
124	PENDING	Mark Douglas Bassett	Yes	0.098	0.1000000	0.010	0.001787%	26-000000000 SHC SW 7 3	Short Creek	Harrison	0.001787%		0.001787%		12261 Argent Bay Ave.	Las Vegas	NV	89138
125	UTC013550000	James A. McLeod and Amy M. McLeod, husband and wife	Yes	0.111	1.0000000	0.111	0.020238%	26-0000577.001	Short Creek	Harrison	0.020238%		0.020238%		48010 Cadiz Harrisville Road	Cadiz	OH	43907
126	UTC013550000	James A. McLeod and Amy M. McLeod, husband and wife	Yes	0.281	1.0000000	0.281	0.051232%	26-0000492.000	Short Creek	Harrison	0.051232%		0.051232%		48010 Cadiz Harrisville Road	Cadiz	OH	43907
127	UTC022571000	Gary W. Steen	Yes	0.006	1.0000000	0.006	0.001094%	26-0000388.000	Short Creek	Harrison	0.001094%		0.001094%		66280 Mt. Olivett Rd.	Barnesville	OH	43713
128	UTC025294000	Wheeling & Lake Erie Railway Company, Attn: Larry R. Parsons, Chairman & CEO	Yes	0.594	1.0000000	0.594	0.108299%	26-0000551.002	Short Creek	Harrison	0.108299%		0.108299%		100 East First St.	Brewster	OH	44613
129	UTC013550000	James A. McLeod and Amy M. McLeod, husband and wife	Yes	0.113	1.0000000	0.113	0.020602%	26-0000577.000	Short Creek	Harrison	0.020602%		0.020602%		48010 Cadiz Harrisville Road	Cadiz	OH	43907
130	UTC013550000	James A. McLeod and Amy M. McLeod, husband and wife	Yes	0.221	1.0000000	0.221	0.040293%	26-0000576.000	Short Creek	Harrison	0.040293%		0.040293%		48010 Cadiz Harrisville Road	Cadiz	OH	43907
131	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.043	1.0000000	0.043	0.007840%	26-0000115.000	Short Creek	Harrison	0.007840%		0.007840%		3501 NW 63rd Street	Oklahoma City	OK	73116
132	UTC013550000	James A. McLeod and Amy M. McLeod, husband and wife	Yes	0.203	1.0000000	0.203	0.037011%	26-0000576.001	Short Creek	Harrison	0.037011%		0.037011%		48010 Cadiz Harrisville Road	Cadiz	OH	43907
133	UTC015407000	Stacy A. Jack	Yes	1.143	0.5000000	0.572	0.104197%	26-0000423.000	Short Creek	Harrison	0.104197%		0.104197%		159 Elm Street	Wheeling	WV	26003
133	UTC015407000	Tiffany A. Beckett	Yes	1.143	0.5000000	0.572	0.104197%	26-0000423.000	Short Creek	Harrison	0.104197%		0.104197%		129 East Lawn	St. Clairsville	OH	43950
134	PENDING	Triple Crown Energy, LLC Attn: Doyle Williams, Manager	Yes	0.860	1.0000000	0.860	0.156796%	26-0000334.000	Short Creek	Harrison	0.156796%		0.156796%		P.O. Box 702103	Tulsa	OK	74170
135	PENDING	Triple Crown Energy, LLC Attn: Doyle Williams, Manager	Yes	0.366	1.0000000	0.366	0.066730%	26-0000335.000	Short Creek	Harrison	0.066730%		0.066730%		P.O. Box 702103	Tulsa	OK	74170
136	UTC026009000	Terra Ellen McEndree	Yes	0.121	1.0000000	0.121	0.022061%	26-0000357.000	Short Creek	Harrison	0.022061%		0.022061%		47915 Cadiz Harrisville Road	Cadiz	OH	43907
137	UTC026009000	Terra Ellen McEndree	Yes	0.194	1.0000000	0.194	0.035370%	26-0000356.000	Short Creek	Harrison	0.035370%		0.035370%		47915 Cadiz Harrisville Road	Cadiz	OH	43907
138	UTC022959000	Ronald L. Ferri and Teresa Ann Ferri, husband and wife	Yes	0.137	1.0000000	0.137	0.024978%	26-0000426.000	Short Creek	Harrison	0.024978%		0.024978%		47895 Cadiz Harrisville Road	Cadiz	OH	43907
139	PENDING	Nicholas D. Mamula and Trisha A. Mamula, husband and wife	Yes	0.155	1.0000000	0.155	0.028260%	26-0000488.000	Short Creek	Harrison	0.028260%		0.028260%		48970 Cadiz Harrisville Road	Cadiz	OH	43907
140	PENDING	Nicholas D. Mamula and Trisha A. Mamula, husband and wife	Yes	0.235	1.0000000	0.235	0.042846%	26-0000487.000	Short Creek	Harrison	0.042846%		0.042846%		48970 Cadiz Harrisville Road	Cadiz	OH	43907
141a	UTC027373000	Trustees of Shortcreek Township Attn: Andrew Filippi, Trustee	Yes	0.260	1.0000000	0.260	0.047404%	26-0000489.000	Short Creek	Harrison	0.047404%		0.047404%		47855 Cadiz Harrisville Rd.	Cadiz	OH	43907
141b	PENDING	Nicholas D. Mamula and Trisha A. Mamula, husband and wife	Yes	0.167	1.0000000	0.167	0.030448%	26-0000489.000	Short Creek	Harrison	0.030448%		0.030448%		46540 Cadiz Harrisville Rd.	Cadiz	OH	43907
142	UTC032424000	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	Yes	0.308	1.0000000	0.308	0.056155%	26-0000397.000	Short Creek	Harrison	0.056155%		0.056155%		777 Main Street, Suite 3400	Fort Worth	TX	76102
143	UTC032424000	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	Yes	0.378	1.0000000	0.378	0.068917%	26-0000447.000	Short Creek	Harrison	0.068917%		0.068917%		777 Main Street, Suite 3400	Fort Worth	TX	76102
144	PENDING	Triple Crown Energy, LLC Attn: Doyle Williams, Manager	Yes	0.142	1.0000000	0.142	0.025890%	26-0000334.001	Short Creek	Harrison	0.025890%		0.025890%		P.O. Box 702103	Tulsa	OK	74170

145	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.112	1.0000000	0.112	0.020420%	26-0000338.001	Short Creek	Harrison	0.020420%		0.020420%				3501 NW 63rd Street	Oklahoma City	OK	73116
146	UTC027373000	Trustees of Shortcreek Township Attn: Andrew Filipoti, Trustee	Yes	0.174	1.0000000	0.174	0.031724%	26-0000646.000	Short Creek	Harrison	0.031724%	0.031724%					300 Hagan St.	Adena	OH	43901
147	UTC030733000	Jo Ellen Moore	Yes	0.102	1.0000000	0.102	0.018597%	26-0000424.000	Short Creek	Harrison	0.018597%	0.018597%					47825 Front Street	Cadiz	OH	43907
148	UTC030733000	Jo Ellen Moore	Yes	0.076	1.0000000	0.076	0.013856%	26-0000471.000	Short Creek	Harrison	0.013856%	0.013856%					47825 Front Street	Cadiz	OH	43907
149	UTC023966000	Keith A. Moore	Yes	0.058	1.0000000	0.058	0.010575%	26-0000425.000	Short Creek	Harrison	0.010575%	0.010575%					49345 Georgetown-Adena Rd.	Cadiz	OH	43907
150	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.634	1.0000000	0.634	0.115592%	26-0000338.000	Short Creek	Harrison	0.115592%		0.115592%				3501 NW 63rd Street	Oklahoma City	OK	73116
151	UTC030733000	Jo Ellen Moore	Yes	0.078	1.0000000	0.078	0.014221%	26-0000465.001	Short Creek	Harrison	0.014221%	0.014221%					47825 Front Street	Cadiz	OH	43907
152	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.147	1.0000000	0.147	0.026801%	26-0000464.000	Short Creek	Harrison	0.026801%		0.026801%				3501 NW 63rd Street	Oklahoma City	OK	73116
153	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.150	1.0000000	0.150	0.027348%	26-0000463.000	Short Creek	Harrison	0.027348%		0.027348%				3501 NW 63rd Street	Oklahoma City	OK	73116
154	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.050	1.0000000	0.050	0.009116%	26-0000465.000	Short Creek	Harrison	0.009116%		0.009116%				3501 NW 63rd Street	Oklahoma City	OK	73116
155	UTC012198000	Robert A. Kubic	Yes	0.095	1.0000000	0.095	0.017321%	26-0000472.000	Short Creek	Harrison	0.017321%	0.017321%					1074 Pinewood Dr.	Adena	OH	43901
156	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.246	1.0000000	0.246	0.044851%	26-0000138.003	Short Creek	Harrison	0.044851%		0.044851%				3501 NW 63rd Street	Oklahoma City	OK	73116
157	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.006	1.0000000	0.006	0.001094%	26-0000138.001	Short Creek	Harrison	0.001094%		0.001094%				3501 NW 63rd Street	Oklahoma City	OK	73116
158	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.017	1.0000000	0.017	0.003099%	26-0000476.000	Short Creek	Harrison	0.003099%		0.003099%				3501 NW 63rd Street	Oklahoma City	OK	73116
159	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.003	1.0000000	0.003	0.000547%	26-0000478.000	Short Creek	Harrison	0.000547%		0.000547%				3501 NW 63rd Street	Oklahoma City	OK	73116
160	UTC024095000	Kenneth G. McNeal	Yes	0.673	1.0000000	0.673	0.122702%	26-0000469.000	Short Creek	Harrison	0.122702%	0.122702%					77200 Branson Road	Cadiz	OH	43907
161	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.012	1.0000000	0.012	0.002188%	26-0000477.000	Short Creek	Harrison	0.002188%		0.002188%				3501 NW 63rd Street	Oklahoma City	OK	73116
162	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.014	1.0000000	0.014	0.002552%	26-0000556.000	Short Creek	Harrison	0.002552%		0.002552%				3501 NW 63rd Street	Oklahoma City	OK	73116
163	PENDING	Nicholas D. Mamula and Trisha A. Mamula, husband and	Yes	0.395	1.0000000	0.395	0.072017%	26-0000368.000	Short Creek	Harrison	0.072017%	0.072017%					46540 Cadiz Harrisville Rd.	Cadiz	OH	43907
164	UTC022755000	Patricia Peoples	Yes	0.252	1.0000000	0.252	0.045945%	26-0000410.000	Short Creek	Harrison	0.045945%	0.045945%					214 3rd NW	New Philadelphia	OH	44663
165	UTC022755000	Patricia Peoples	Yes	0.354	1.0000000	0.354	0.064542%	26-0000415.000	Short Creek	Harrison	0.064542%	0.064542%					214 3rd NW	New Philadelphia	OH	44663
166	UTC022755000	Patricia Peoples	Yes	0.007	1.0000000	0.007	0.001276%	26-0000408.000	Short Creek	Harrison	0.001276%	0.001276%					214 3rd NW	New Philadelphia	OH	44663
167	UTC022755000	Patricia Peoples	Yes	0.005	1.0000000	0.005	0.000912%	26-0000336.000	Short Creek	Harrison	0.000912%	0.000912%					214 3rd NW	New Philadelphia	OH	44663
168	UTC029792001	Richard A Meredith, Jr.	Yes	0.076	0.0666667	0.005	0.000924%	26-0000337.000	Short Creek	Harrison	0.000924%	0.000924%					3516 Harrison Avenue, Spe. T	Centralia	WA	98531
168	UNLEASED	Angel Lynn Hill	No	0.076	0.0666667	0.005	0.000924%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					533 W. Whittier Avenue	Tracy	CA	95376
168	UNLEASED	Carol Sue Meredith	No	0.076	0.0666667	0.005	0.000924%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					2225 Merrill Avenue	Bullhead City	AZ	86442
168	UNLEASED	Jack Thomas Beach Jr	No	0.076	0.0500000	0.004	0.000693%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					50 N. Old Corry Field Road	Pensacola	FL	32507
168	UTC030180001	Jeffrey William Beach	Yes	0.076	0.0500000	0.004	0.000693%	26-0000337.000	Short Creek	Harrison	0.000693%	0.000693%					25 Chaseville Street, Lot 3	Pensacola	FL	32507
168	PENDING	Timothy A Beach	Yes	0.076	0.0500000	0.004	0.000693%	26-0000337.000	Short Creek	Harrison	0.000693%	0.000693%					3608 Indian Trail	Chattanooga	TN	37412
168	UTC029779001	Barbara Elaine Brown	Yes	0.076	0.0500000	0.004	0.000693%	26-0000337.000	Short Creek	Harrison	0.000693%	0.000693%					22 Sandalwood Street	Pensacola	FL	32505
168	UNLEASED	Nancy Virginia Beach	No	0.076	0.2000000	0.015	0.002771%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					41755 Deersville Ridge Road	Cadiz	OH	43907
168	UTC030210001	Sandra Kurtie Beach	Yes	0.076	0.1000000	0.008	0.001386%	26-0000337.000	Short Creek	Harrison	0.001386%	0.001386%					41600 Deersville Ridge Road	Cadiz	OH	43907
168	UNLEASED	Tina Marie Beach	No	0.076	0.1000000	0.008	0.001386%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					7522 River Lane	Guemerville	CA	95446
168	UNLEASED	Travis Reed Stull	No	0.076	0.03209877	0.002	0.000445%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					112 Cardenas Drive NE	Albuquerque	NM	87108
168	UNLEASED	Ashley Joseph Lyman	No	0.076	0.01069959	0.001	0.000148%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					47797 Cadiz Harrisville Road	Cadiz	OH	43907
168	UNLEASED	Dustin Thomas Bates	No	0.076	0.00713306	0.001	0.000099%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					7993 Waterworks Hill Road SE	Uhrichsville	OH	44683
168	UTC030261001	Lucas James Bates	Yes	0.076	0.00713306	0.001	0.000099%	26-0000337.000	Short Creek	Harrison	0.000099%	0.000099%					46395 Old Hopedale Road	Cadiz	OH	43907
168	UTC030844001	Heidi Suehyn Bates	Yes	0.076	0.00713306	0.001	0.000099%	26-0000337.000	Short Creek	Harrison	0.000099%	0.000099%					451 N. Main Street, Apt. A4	Cadiz	OH	43907
168	UNLEASED	Jerry Stull	No	0.076	0.03209877	0.002	0.000445%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					PO Box 292297	Sacramento	CA	95829
168	UNLEASED	Tracy Alan Stull	No	0.076	0.03209877	0.002	0.000445%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					18790 Bart Brown Road	Berry	AL	35546
168	UTC030221001	Zina Beth Stull	Yes	0.076	0.03209877	0.002	0.000445%	26-0000337.000	Short Creek	Harrison	0.000445%	0.000445%					87539 Tipton Road	Hopedale	OH	43976
168	UTC029645001	Marty Lee Stull	Yes	0.076	0.03209877	0.002	0.000445%	26-0000337.000	Short Creek	Harrison	0.000445%	0.000445%					451 N. Main Street, Apt. G2	Cadiz	OH	43907
168	UNLEASED	Donna Bove Watkins	No	0.076	0.00246914	0.000	0.000034%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					20957 Twin Coves Resort Road	Rogers	AR	72756
168	UTC030252001	Brenda Cadriel	Yes	0.076	0.00123457	0.000	0.000017%	26-0000337.000	Short Creek	Harrison	0.000017%	0.000017%					188 South Sugar Street	St. Clairsville	OH	43950
168	UNLEASED	Sherry Parker	No	0.076	0.00123457	0.000	0.000017%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					1100 Manlewood Street, Lot 25	Delta	OH	43515
168	UNLEASED	Becky Snyder	No	0.076	0.00123457	0.000	0.000017%	26-0000337.000	Short Creek	Harrison	0.000000%	0.000000%					2989 Carmody Blvd Apt B	Middletown	OH	45042
168	UTC031156001	Paula Molyneux	Yes	0.076	0.00123457	0.000	0.000017%	26-0000337.000	Short Creek	Harrison	0.000017%	0.000017%					131 5th Street NE, Apt. 1003	Canton	OH	44702
169	UTC024095000	Kenneth G. McNeal	Yes	0.158	1.0000000	0.158	0.028807%	26-0000467.000	Short Creek	Harrison	0.028807%	0.028807%					77200 Branson Road	Cadiz	OH	43907
170	UTC024095000	Kenneth G. McNeal	Yes	0.249	1.0000000	0.249	0.045398%	26-0000468.000	Short Creek	Harrison	0.045398%	0.045398%					77200 Branson Road	Cadiz	OH	43907
171	UTC032424000	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	Yes	0.214	1.0000000	0.214	0.039017%	26-0000407.000	Short Creek	Harrison	0.039017%	0.039017%					777 Main Street, Suite 3400	Fort Worth	TX	76102
172	UTC022956000	Mildred Ann Murray Bounty Minerals, LLC	Yes	0.153	1.0000000	0.153	0.027895%	26-0000355.000	Short Creek	Harrison	0.027895%	0.027895%					77205 Branson Road	Cadiz	OH	43907
173	UTC032424000	Attn: Tracie R. Palmer, President	Yes	0.363	1.0000000	0.363	0.066183%	26-0000427.000	Short Creek	Harrison	0.066183%	0.066183%					777 Main Street, Suite 3400	Fort Worth	TX	76102
174	UTC022958000	Robert L. Dagan and Rita L. Dagan, husband and wife	Yes	0.095	1.0000000	0.095	0.017321%	26-0000413.000	Short Creek	Harrison	0.017321%	0.017321%					77195 Broad Alley	Short Creek	OH	43989
175	UTC022958000	Robert L. Dagan and Rita L. Dagan, husband and wife	Yes	0.412	1.0000000	0.412	0.075116%	26-0000414.000	Short Creek	Harrison	0.075116%	0.075116%					77195 Broad Alley	Short Creek	OH	43989
176	UTC032424000	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	Yes	0.311	1.0000000	0.311	0.056702%	26-0000409.000	Short Creek	Harrison	0.056702%	0.056702%					777 Main Street, Suite 3400	Fort Worth	TX	76102
177	UTC																			

189	UTC023453000	Rose M. Fithen	Yes	0.324	1.0000000	0.324	0.059072%	26-0000449.000	Short Creek	Harrison	0.059072%	0.059072%						77225 Branson Road	Cadiz	OH	43907	
190	UTC023453000	Rose M. Fithen	Yes	0.231	1.0000000	0.231	0.042116%	26-0000374.000	Short Creek	Harrison	0.042116%	0.042116%						77225 Branson Road	Cadiz	OH	43907	
191	UTC017131000	Melissa S. Ash	Yes	0.444	1.0000000	0.444	0.080951%	26-0000375.000	Short Creek	Harrison	0.080951%	0.080951%						88929 Amsterdam Road	Jewett	OH	43986	
192	UTC015406000	Terry Lee Snider and Bonnie Lou Snider, husband and wife	Yes	0.249	1.0000000	0.249	0.045398%	26-0000596.000	Short Creek	Harrison	0.045398%	0.045398%						77330 Branson Road	Cadiz	OH	43907	
193	UTC022538000	Rose M. Fithen	Yes	0.550	1.0000000	0.550	0.100277%	26-0000359.000	Short Creek	Harrison	0.100277%	0.100277%						77225 Branson Road	Cadiz	OH	43907	
194	UTC022538000	Rose M. Fithen	Yes	0.228	1.0000000	0.228	0.041569%	26-0000360.000	Short Creek	Harrison	0.041569%	0.041569%						77225 Branson Road	Cadiz	OH	43907	
195	UTC029787000	Nicholas D. Mamula and Trisha A. Mamula, husband and	Yes	0.727	1.0000000	0.727	0.132548%	26-0000369.000	Short Creek	Harrison	0.132548%	0.132548%						46540 Cadiz Harrisville Rd.	Cadiz	OH	43907	
196	UTC022538000	Rose M. Fithen	Yes	0.473	1.0000000	0.473	0.086238%	26-0000361.000	Short Creek	Harrison	0.086238%	0.086238%						77225 Branson Road	Cadiz	OH	43907	
197a	UTC015407000	Bruce A. Oszust	Yes	0.686	0.3333333	0.229	0.041691%	26-0000431.000	Short Creek	Harrison	0.041691%	0.041691%						2071 State Route 250	Adena	OH	43901	
197a	UTC015407000	Bonnie Snider	Yes	0.686	0.3333333	0.229	0.041691%	26-0000431.000	Short Creek	Harrison	0.041691%	0.041691%						77330 Branson Road	Cadiz	OH	43907	
197a	UTC015407000	Gayle Blake (Life Estate) Jody Stromski (Remainder)	Yes	0.686	0.3333333	0.229	0.041691%	26-0000431.000	Short Creek	Harrison	0.041691%	0.041691%						100 Woodland Avenue	Cadiz	OH	43907	
197b	UTC030200001	Edward P. Oszust	Yes	0.035	1.0000000	0.035	0.006381%	26-0000431.000	Short Creek	Harrison	0.006381%	0.006381%						77300 Branson Road	Cadiz	OH	43907	
197c	UNLEASED	The Unknown Heirs and Assigns of George W. Johnson, deceased	No	0.229	1.0000000	0.229	0.041752%	26-0000431.000	Short Creek	Harrison	0.000000%							Unknown	Unknown	Unknown	Unknown	
198	EAP Masters Trade	EAP Ohio, LLC Attn: Cullen D. Amend, Vice President, Land	Yes	0.005	1.0000000	0.005	0.000912%	26-0000140.001	Short Creek	Harrison	0.000912%			0.000684%	0.000228%				5847 San Felipe Street, Suite 400	Houston	TX	77057
199	EAP Masters Trade	EAP Ohio, LLC Attn: Cullen D. Amend, Vice President, Land	Yes	0.014	1.0000000	0.014	0.002552%	26-0000140.003	Short Creek	Harrison	0.002552%			0.001914%	0.000638%				5847 San Felipe Street, Suite 400	Houston	TX	77057
200	UTC015407000	Bruce A. Oszust	Yes	2.476	0.3333333	0.825	0.150476%	26-0000581.000	Short Creek	Harrison	0.150476%	0.150476%						2071 State Route 250	Adena	OH	43901	
200	UTC015407000	Bonnie Snider	Yes	2.476	0.3333333	0.825	0.150476%	26-0000581.000	Short Creek	Harrison	0.150476%	0.150476%						77330 Branson Road	Cadiz	OH	43907	
200	UTC015407000	Gayle Blake, life tenant Jody Stromski, remainder	Yes	2.476	0.3333333	0.825	0.150476%	26-0000581.000	Short Creek	Harrison	0.150476%	0.150476%						100 Woodland Avenue	Cadiz	OH	43907	
201	UTC015406000	Terry Lee Snider and Bonnie Lou Snider, husband and wife	Yes	1.016	1.0000000	1.016	0.185239%	26-0000582.000	Short Creek	Harrison	0.185239%	0.185239%						77330 Branson Road	Cadiz	OH	43907	
202	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	1.720	1.0000000	1.720	0.313593%	26-0000146.001	Short Creek	Harrison	0.313593%		0.313593%						3501 NW 63rd Street	Oklahoma City	OK	73116
203	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	2.399	1.0000000	2.399	0.437389%	26-0000146.002	Short Creek	Harrison	0.437389%		0.437389%						3501 NW 63rd Street	Oklahoma City	OK	73116
204	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	12.126	1.0000000	12.126	2.210829%	26-0000146.000	Short Creek	Harrison	2.210829%		2.210829%						3501 NW 63rd Street	Oklahoma City	OK	73116
205	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	8.878	1.0000000	8.878	1.618649%	26-0000146.008	Short Creek	Harrison	1.618649%		1.618649%						3501 NW 63rd Street	Oklahoma City	OK	73116
206	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	4.307	1.0000000	4.307	0.785258%	26-0000146.004	Short Creek	Harrison	0.785258%		0.785258%						3501 NW 63rd Street	Oklahoma City	OK	73116
207	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	2.339	1.0000000	2.339	0.426450%	26-0000146.003	Short Creek	Harrison	0.426450%		0.426450%						3501 NW 63rd Street	Oklahoma City	OK	73116
208	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	1.586	1.0000000	1.586	0.289162%	26-0000146.005	Short Creek	Harrison	0.289162%		0.289162%						3501 NW 63rd Street	Oklahoma City	OK	73116
209	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	0.028	1.0000000	0.028	0.005105%	26-0000146.006	Short Creek	Harrison	0.005105%		0.005105%						3501 NW 63rd Street	Oklahoma City	OK	73116
210	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	11.002	1.0000000	11.002	2.005900%	26-0000146.010	Short Creek	Harrison	2.005900%		2.005900%						3501 NW 63rd Street	Oklahoma City	OK	73116
211	AUM	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	No	2.431	1.0000000	2.431	0.443223%	26-0000146.009	Short Creek	Harrison	0.443223%		0.443223%						3501 NW 63rd Street	Oklahoma City	OK	73116

Total Unit Acres:	548.482	100.000000%																				
Total Leased Acres:	512.551										93.449086%	72.032157%	16.863817%	0.002598%	0.000866%	4.549648%	3.542869%					

¹NPRI = Non-Participating Royalty Interest

**Exhibit A-3
All Unleased Mineral Owners in the Proposed Scout NE SHC HR**

Tract Number	Lease ID Number (optional)	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in Unit	Tax Map Parcel ID	Tract Surface Use	Township	County	Address	City	State	Zip
8	UNLEASED	AMP IV, LP, a Delaware limited partnership	No	1.000000	5.085	0.927104%	25-0000116.013		Short Creek	Harrison	225 Ross Street, Suite 301	Pittsburgh	PA	15219
9	UNLEASED	AMP IV, LP, a Delaware limited partnership	No	1.000000	6.589	1.201316%	25-0000116.012		Short Creek	Harrison	225 Ross Street, Suite 301	Pittsburgh	PA	15219
102	UNLEASED	The Unknown Heirs and Assigns of Patricia E. Ruckman, deceased	No	1.000000	3.011	0.548970%	26-0000149.000		Short Creek	Harrison	Unknown	Unknown	Unknown	Unknown
112	UNLEASED	Stacey Ruckman	No	0.500000	0.129	0.023428%	26-0000479.000		Short Creek	Harrison	77095 Hawthorne Road	Cadiz	OH	43907
112	UNLEASED	Christine Howes, fka Christine Kellaway	No	0.500000	0.129	0.023428%	26-0000479.000		Short Creek	Harrison	77095 Hawthorne Road	Cadiz	OH	43907
115	UNLEASED	The Unknown Heirs and Assigns of Chester Jeffries, Deceased	No	1.000000	0.120	0.021879%	26-0000384.000		Short Creek	Harrison	Unknown	Unknown	Unknown	Unknown
116	UNLEASED	The Unknown Heirs and Assigns of Chester Jeffries, Deceased	No	1.000000	0.805	0.146769%	26-0000385.000		Short Creek	Harrison	Unknown	Unknown	Unknown	Unknown
122	UNLEASED	The Unknown Heirs and Assigns of Patricia E. Ruckman, deceased	No	1.000000	0.347	0.063266%	26-0000394.000		Short Creek	Harrison	Unknown	Unknown	Unknown	Unknown
124	UNLEASED	Robert Daniel Bassett	No	0.100000	0.010	0.001787%	26-000000000_SHC_SW 7 3		Short Creek	Harrison	2727 W. Bluff Avenue, Apt 101	Fresno	CA	93711
168	UNLEASED	Angel Lynn Hill	No	0.066667	0.005	0.000924%	26-0000337.000		Short Creek	Harrison	533 W. Whittier Avenue	Tracy	CA	95376
168	UNLEASED	Carol Sue Meredith	No	0.066667	0.005	0.000924%	26-0000337.000		Short Creek	Harrison	2225 Merrill Avenue	Bullhead City	AZ	86442
168	UNLEASED	Jack Thomas Beach Jr	No	0.050000	0.004	0.000693%	26-0000337.000		Short Creek	Harrison	50 N. Old Corry Field Road	Pensacola	FL	32507
168	UNLEASED	Nancy Virginia Beach	No	0.200000	0.015	0.002771%	26-0000337.000		Short Creek	Harrison	41755 Deersville Ridge Road	Cadiz	OH	43907
168	UNLEASED	Tina Marie Beach	No	0.100000	0.008	0.001386%	26-0000337.000		Short Creek	Harrison	7522 River Lane	Guerneville	CA	95446
168	UNLEASED	Travis Reed Stull	No	0.032099	0.002	0.000445%	26-0000337.000		Short Creek	Harrison	112 Cardenas Drive NE	Albuquerque	NM	87108
168	UNLEASED	Ashley Joseph Lyman	No	0.010700	0.001	0.000148%	26-0000337.000		Short Creek	Harrison	47797 Cadiz Harrisville Road	Cadiz	OH	43907
168	UNLEASED	Dustin Thomas Bates	No	0.007133	0.001	0.000099%	26-0000337.000		Short Creek	Harrison	7993 Waterworks Hill Road SE	Uhrichsville	OH	44683
168	UNLEASED	Jerry Stull	No	0.032099	0.002	0.000445%	26-0000337.000		Short Creek	Harrison	PO Box 292297	Sacramento	CA	95829
168	UNLEASED	Tracy Alan Stull	No	0.032099	0.002	0.000445%	26-0000337.000		Short Creek	Harrison	18790 Bart Brown Road	Berry	AL	35546
168	UNLEASED	Donna Bove Watkins	No	0.002469	0.000	0.000034%	26-0000337.000		Short Creek	Harrison	20957 Twin Coves Resort Road	Rogers	AR	72756
168	UNLEASED	Sherry Parker	No	0.001235	0.000	0.000017%	26-0000337.000		Short Creek	Harrison	1100 Maplewood Street, Lot 25	Delta	OH	43515
168	UNLEASED	Becky Snyder	No	0.001235	0.000	0.000017%	26-0000337.000		Short Creek	Harrison	2989 Carmody Blvd Apt B	Middletown	OH	45042
197c	UNLEASED	The Unknown Heirs and Assigns of George W. Johnson, deceased	No	1.000000	0.229	0.041752%	26-0000431.000		Short Creek	Harrison	Unknown	Unknown	Unknown	Unknown
Total Unleased:					16.499	3.008044%								
Total Unit Acres:					548.482									

**Exhibit A-4
All Committed Working Interest Owners in the Proposed Scout NE SHC HR**

Tract Number	Committed Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in Unit	Tax Map Parcel ID	Township	County
1	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.002	0.000365%	25-0000116.000	Short Creek	Harrison
2	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	3.146	0.573583%	25-0000116.006	Short Creek	Harrison
3	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	8.293	1.511991%	25-0000116.005	Short Creek	Harrison
4	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.333333	7.654	1.395488%	25-0000059.000	Short Creek	Harrison
4	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.333333	7.654	1.395488%	25-0000059.000	Short Creek	Harrison
4	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.333333	7.654	1.395488%	25-0000059.000	Short Creek	Harrison
5	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	4.965	0.905226%	25-0000116.004	Short Creek	Harrison
6	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.737	0.134371%	25-0000116.016	Short Creek	Harrison
7	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	4.013	0.731656%	25-0000116.014	Short Creek	Harrison
10	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	26.180	4.773174%	25-0000100.000	Short Creek	Harrison
11	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.001	0.000182%	25-0000394.001	Short Creek	Harrison
12	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.254	0.046310%	25-0000394.002	Short Creek	Harrison
13	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.693	0.126349%	25-0000394.003	Short Creek	Harrison
14	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.031	0.187973%	25-0000395.000	Short Creek	Harrison
15	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.050	0.191437%	25-0000388.000	Short Creek	Harrison
16	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.026	0.187062%	25-0000384.000	Short Creek	Harrison
17	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	2.299	0.419157%	25-0000277.000	Short Creek	Harrison
18	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	3.027	0.551887%	25-0000394.000	Short Creek	Harrison
19	Barlow Projects, Inc. ATTN: Stephen Salgado	2805 W. 15th Avenue	Amarillo	TX	79102	Yes	0.666667	10.057	1.833545%	25-0000063.003	Short Creek	Harrison
19	Barlow Projects, Inc. ATTN: Stephen Salgado	2805 W. 15th Avenue	Amarillo	TX	79102	Yes	0.333333	5.028	0.916773%	25-0000063.003	Short Creek	Harrison
20	Barlow Projects, Inc. ATTN: Stephen Salgado	2805 W. 15th Avenue	Amarillo	TX	79102	Yes	0.666667	3.338	0.608589%	25-0000063.002	Short Creek	Harrison

20	Barlow Projects, Inc. ATTN: Stephen Salgado	2805 W. 15th Avenue	Amarillo	TX	79102	Yes	0.333333	1.669	0.304294%	25-0000063.002	Short Creek	Harrison
21	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.999	0.182139%	25-0000193.000	Short Creek	Harrison
22	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	4.171	0.760463%	25-0000099.000	Short Creek	Harrison
23	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.973	0.177399%	25-0000343.000	Short Creek	Harrison
24	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.799	0.145675%	25-0000343.001	Short Creek	Harrison
25	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	0.532	0.096995%	25-0000272.000	Short Creek	Harrison
25	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	0.532	0.096995%	25-0000272.000	Short Creek	Harrison
26	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.279	0.050868%	25-0000201.000	Short Creek	Harrison
27	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.154	0.210399%	25-0000154.000	Short Creek	Harrison
28	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.985	0.361908%	25-0000438.000	Short Creek	Harrison
29	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.333333	0.229	0.041752%	25-0000245.000	Short Creek	Harrison
29	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.333333	0.229	0.041752%	25-0000245.000	Short Creek	Harrison
29	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.333333	0.229	0.041752%	25-0000245.000	Short Creek	Harrison
30	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.890	0.162266%	25-0000371.000	Short Creek	Harrison
31	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.058	0.010575%	25-0000438.007	Short Creek	Harrison
32	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	0.305	0.055517%	25-0000438.002	Short Creek	Harrison
32	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	0.305	0.055517%	25-0000438.002	Short Creek	Harrison
33	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.223	0.040658%	25-0000303.000	Short Creek	Harrison
34	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.034	0.006199%	25-0000438.004	Short Creek	Harrison
35	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	2.028	0.369748%	25-0000348.000	Short Creek	Harrison
36	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	0.583	0.106293%	25-0000302.000	Short Creek	Harrison
36	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	0.583	0.106293%	25-0000302.000	Short Creek	Harrison
37	Barlow Projects, Inc. ATTN: Stephen Salgado	2805 W. 15th Avenue	Amarillo	TX	79102	Yes	0.666667	3.241	0.590964%	25-0000063.001	Short Creek	Harrison

37	Barlow Projects, Inc. ATTN: Stephen Salgado	2805 W. 15th Avenue	Amarillo	TX	79102	Yes	0.333333	1.621	0.295482%	25-0000063.001	Short Creek	Harrison
38	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	25.452	4.640444%	25-0000001.000	Short Creek	Harrison
39	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.793	0.326902%	25-0000002.000	Short Creek	Harrison
41	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	4.499	0.820264%	25-0000389.001	Short Creek	Harrison
42	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	2.102	0.383240%	25-0000390.000	Short Creek	Harrison
43	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.631	0.115045%	25-0000252.000	Short Creek	Harrison
44	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	0.787	0.143441%	25-0000088.001	Short Creek	Harrison
44	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	0.787	0.143441%	25-0000088.001	Short Creek	Harrison
44	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	0.787	0.143441%	25-0000088.001	Short Creek	Harrison
44	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	0.787	0.143441%	25-0000088.001	Short Creek	Harrison
45	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.641	0.116868%	25-0000287.000	Short Creek	Harrison
46	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.557	0.283874%	25-0000301.000	Short Creek	Harrison
47	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.075	0.013674%	25-0000301.002	Short Creek	Harrison
48	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.607	0.292990%	25-0000301.001	Short Creek	Harrison
49	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	2.043	0.372483%	25-0000397.000	Short Creek	Harrison
50	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.141	0.208029%	25-0000396.001	Short Creek	Harrison
51	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.896	0.345681%	25-0000398.000	Short Creek	Harrison
52	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	1.897	0.345864%	25-0000396.000	Short Creek	Harrison
52	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	1.897	0.345864%	25-0000396.000	Short Creek	Harrison
52	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	1.897	0.345864%	25-0000396.000	Short Creek	Harrison
52	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	1.897	0.345864%	25-0000396.000	Short Creek	Harrison
53	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.537	0.280228%	26-0000551.001	Short Creek	Harrison
55	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.584	0.106476%	25-0000313.000	Short Creek	Harrison

56	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.228	0.041569%	25-0000285.000	Short Creek	Harrison
57	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.026	0.004740%	25-0000469.000	Short Creek	Harrison
58	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.857	0.156249%	25-0000299.002	Short Creek	Harrison
59	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	2.033	0.370659%	25-0000299.001	Short Creek	Harrison
60	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	9.327	1.700512%	25-0000299.000	Short Creek	Harrison
61	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.366	0.066730%	25-0000296.001	Short Creek	Harrison
62	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.751	0.319245%	25-0000296.000	Short Creek	Harrison
63	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.498	0.090796%	25-0000337.000	Short Creek	Harrison
64	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.398	0.072564%	25-0000192.000	Short Creek	Harrison
65	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	7.018	1.279532%	25-0000122.000	Short Creek	Harrison
66	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	4.829	0.880430%	25-0000396.002	Short Creek	Harrison
66	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	4.829	0.880430%	25-0000396.002	Short Creek	Harrison
66	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	4.829	0.880430%	25-0000396.002	Short Creek	Harrison
66	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	4.829	0.880430%	25-0000396.002	Short Creek	Harrison
67	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	6.117	1.115260%	25-0000028.001	Short Creek	Harrison
68	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	4.594	0.837584%	25-0000028.004	Short Creek	Harrison
69	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	1.757	0.320339%	25-0000028.005	Short Creek	Harrison
69	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	1.757	0.320339%	25-0000028.005	Short Creek	Harrison
70	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	2.252	0.410588%	25-0000028.008	Short Creek	Harrison
71	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.650	0.118509%	25-0000028.006	Short Creek	Harrison
72	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.348	0.063448%	25-0000028.003	Short Creek	Harrison
73	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	0.003	0.000547%	25-0000027.011	Short Creek	Harrison
73	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	0.003	0.000547%	25-0000027.011	Short Creek	Harrison

74	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.160	0.029171%	26-0000225.006	Short Creek	Harrison
75	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.077	0.014039%	25-0000027.006	Short Creek	Harrison
76	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.112	0.020420%	25-0000027.010	Short Creek	Harrison
77	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	0.529	0.096448%	25-0000027.005	Short Creek	Harrison
77	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	0.529	0.096448%	25-0000027.005	Short Creek	Harrison
78	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	2.491	0.454163%	25-0000027.004	Short Creek	Harrison
79	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.689	0.307941%	25-0000027.001	Short Creek	Harrison
80	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.729	0.132912%	25-0000027.009	Short Creek	Harrison
81	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	18.303	3.337028%	25-0000027.007	Short Creek	Harrison
82	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.575	0.287156%	25-0000027.000	Short Creek	Harrison
83	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	2.225	0.405665%	26-0000225.002	Short Creek	Harrison
84	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	4.753	0.866574%	26-0000225.008	Short Creek	Harrison
85	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.054	0.192167%	26-0000225.011	Short Creek	Harrison
86	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.131	0.206205%	26-0000225.010	Short Creek	Harrison
87	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	13.464	2.454775%	26-0000225.009	Short Creek	Harrison
88	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	5.128	0.934944%	26-0000225.000	Short Creek	Harrison
89	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.770	0.140387%	26-0000283.000	Short Creek	Harrison
90a	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	28.687	5.230254%	26-0000019.000	Short Creek	Harrison
90b	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.179	0.214957%	26-0000019.000	Short Creek	Harrison
91	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.763	0.321433%	26-0000225.004	Short Creek	Harrison
92	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	11.001	2.005718%	26-0000225.005	Short Creek	Harrison
93	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	14.848	2.707108%	26-0000225.003	Short Creek	Harrison
94	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	1.380	0.251512%	26-0000018.000	Short Creek	Harrison

94	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	1.380	0.251512%	26-0000018.000	Short Creek	Harrison
94	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	1.380	0.251512%	26-0000018.000	Short Creek	Harrison
94	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.250000	1.380	0.251512%	26-0000018.000	Short Creek	Harrison
95	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	53.766	9.802692%	26-0000015.001	Short Creek	Harrison
96	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.470	0.085691%	26-0000015.000	Short Creek	Harrison
97	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	11.516	2.099613%	26-0000025.000	Short Creek	Harrison
98	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.058	0.010575%	26-0000393.000	Short Creek	Harrison
99	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.625	0.113951%	26-0000391.000	Short Creek	Harrison
100	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.796	0.145128%	26-0000390.000	Short Creek	Harrison
101	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.628	0.114498%	26-0000392.000	Short Creek	Harrison
103	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	2.394	0.436477%	26-0000551.000	Short Creek	Harrison
104	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	2.792	0.509041%	26-0000148.000	Short Creek	Harrison
105	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	2.029	0.369930%	26-0000505.000	Short Creek	Harrison
106	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.798	0.327814%	26-0000386.000	Short Creek	Harrison
107	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	4.500	0.820446%	26-0000121.000	Short Creek	Harrison
108	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	2.170	0.395637%	26-0000126.001	Short Creek	Harrison
109	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.746	0.136012%	26-0000387.000	Short Creek	Harrison
110	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.285	0.051962%	26-0000371.000	Short Creek	Harrison
111	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.313	0.057067%	26-0000370.000	Short Creek	Harrison
113	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.218	0.039746%	26-0000647.000	Short Creek	Harrison
114	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.533	0.097177%	26-0000650.000	Short Creek	Harrison
117	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.182	0.033182%	26-0000643.000	Short Creek	Harrison
118	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.188	0.034276%	26-0000352.000	Short Creek	Harrison

119	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.021	0.003829%	26-0000383.000	Short Creek	Harrison
120	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.295	0.053785%	26-0000382.000	Short Creek	Harrison
121	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.294	0.053602%	26-0000342.000	Short Creek	Harrison
123	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.191	0.034823%	26-0000438.000	Short Creek	Harrison
124	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.100000	0.010	0.001787%	26-000000000_SH C SW 7 3	Short Creek	Harrison
124	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.166667	0.016	0.002978%	26-000000000_SH C SW 7 3	Short Creek	Harrison
124	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.166667	0.016	0.002978%	26-000000000_SH C SW 7 3	Short Creek	Harrison
124	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.166667	0.016	0.002978%	26-000000000_SH C SW 7 3	Short Creek	Harrison
124	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.100000	0.010	0.001787%	26-000000000_SH C SW 7 3	Short Creek	Harrison
124	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.100000	0.010	0.001787%	26-000000000_SH C SW 7 3	Short Creek	Harrison
124	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.100000	0.010	0.001787%	26-000000000_SH C SW 7 3	Short Creek	Harrison
125	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.111	0.020238%	26-0000577.001	Short Creek	Harrison
126	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.281	0.051232%	26-0000492.000	Short Creek	Harrison
127	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.006	0.001094%	26-0000388.000	Short Creek	Harrison
128	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.594	0.108299%	26-0000551.002	Short Creek	Harrison
129	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.113	0.020602%	26-0000577.000	Short Creek	Harrison
130	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.221	0.040293%	26-0000576.000	Short Creek	Harrison
131	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.043	0.007840%	26-0000115.000	Short Creek	Harrison
132	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.203	0.037011%	26-0000576.001	Short Creek	Harrison
133	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	0.572	0.104197%	26-0000423.000	Short Creek	Harrison

133	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.500000	0.572	0.104197%	26-0000423.000	Short Creek	Harrison
134	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.860	0.156796%	26-0000334.000	Short Creek	Harrison
135	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.366	0.066730%	26-0000335.000	Short Creek	Harrison
136	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.121	0.022061%	26-0000357.000	Short Creek	Harrison
137	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.194	0.035370%	26-0000356.000	Short Creek	Harrison
138	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.137	0.024978%	26-0000426.000	Short Creek	Harrison
139	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.155	0.028260%	26-0000488.000	Short Creek	Harrison
140	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.235	0.042846%	26-0000487.000	Short Creek	Harrison
141a	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.260	0.047404%	26-0000489.000	Short Creek	Harrison
141b	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.167	0.030448%	26-0000489.000	Short Creek	Harrison
142	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.308	0.056155%	26-0000397.000	Short Creek	Harrison
143	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.378	0.068917%	26-0000447.000	Short Creek	Harrison
144	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.142	0.025890%	26-0000334.001	Short Creek	Harrison
145	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.112	0.020420%	26-0000338.001	Short Creek	Harrison
146	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.174	0.031724%	26-0000646.000	Short Creek	Harrison
147	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.102	0.018597%	26-0000424.000	Short Creek	Harrison
148	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.076	0.013856%	26-0000471.000	Short Creek	Harrison
149	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.058	0.010575%	26-0000425.000	Short Creek	Harrison
150	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.634	0.115592%	26-0000338.000	Short Creek	Harrison
151	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.078	0.014221%	26-0000465.001	Short Creek	Harrison
152	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.147	0.026801%	26-0000464.000	Short Creek	Harrison
153	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.150	0.027348%	26-0000463.000	Short Creek	Harrison
154	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.050	0.009116%	26-0000465.000	Short Creek	Harrison

155	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.095	0.017321%	26-0000472.000	Short Creek	Harrison
156	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.246	0.044851%	26-0000138.003	Short Creek	Harrison
157	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.006	0.001094%	26-0000138.001	Short Creek	Harrison
158	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.017	0.003099%	26-0000476.000	Short Creek	Harrison
159	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.003	0.000547%	26-0000478.000	Short Creek	Harrison
160	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.673	0.122702%	26-0000469.000	Short Creek	Harrison
161	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.012	0.002188%	26-0000477.000	Short Creek	Harrison
162	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.014	0.002552%	26-0000556.000	Short Creek	Harrison
163	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.395	0.072017%	26-0000368.000	Short Creek	Harrison
164	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.252	0.045945%	26-0000410.000	Short Creek	Harrison
165	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.354	0.064542%	26-0000415.000	Short Creek	Harrison
166	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.007	0.001276%	26-0000408.000	Short Creek	Harrison
167	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.005	0.000912%	26-0000336.000	Short Creek	Harrison
168	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.066667	0.005	0.000924%	26-0000337.000	Short Creek	Harrison
168	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.050000	0.004	0.000693%	26-0000337.000	Short Creek	Harrison
168	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.050000	0.004	0.000693%	26-0000337.000	Short Creek	Harrison
168	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.100000	0.008	0.001386%	26-0000337.000	Short Creek	Harrison
168	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.007133	0.001	0.000099%	26-0000337.000	Short Creek	Harrison
168	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.007133	0.001	0.000099%	26-0000337.000	Short Creek	Harrison
168	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.032099	0.002	0.000445%	26-0000337.000	Short Creek	Harrison
168	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.032099	0.002	0.000445%	26-0000337.000	Short Creek	Harrison
168	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.001235	0.000	0.000017%	26-0000337.000	Short Creek	Harrison

168	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.001235	0.000	0.000017%	26-0000337.000	Short Creek	Harrison
169	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.158	0.028807%	26-0000467.000	Short Creek	Harrison
170	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.249	0.045398%	26-0000468.000	Short Creek	Harrison
171	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.214	0.039017%	26-0000407.000	Short Creek	Harrison
172	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.153	0.027895%	26-0000355.000	Short Creek	Harrison
173	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.363	0.066183%	26-0000427.000	Short Creek	Harrison
174	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.095	0.017321%	26-0000413.000	Short Creek	Harrison
175	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.412	0.075116%	26-0000414.000	Short Creek	Harrison
176	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.311	0.056702%	26-0000409.000	Short Creek	Harrison
177	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.321	0.058525%	26-0000411.000	Short Creek	Harrison
178	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.584	0.106476%	26-0000457.000	Short Creek	Harrison
179	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.128	0.023337%	26-0000456.000	Short Creek	Harrison
180	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.168	0.030630%	26-0000378.000	Short Creek	Harrison
181	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.016	0.002917%	26-0000378.002	Short Creek	Harrison
182	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.402	0.073293%	26-0000381.000	Short Creek	Harrison
183	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.069	0.194902%	26-0000376.000	Short Creek	Harrison
184	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.472	0.086056%	26-0000377.000	Short Creek	Harrison
185	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.421	0.076757%	26-0000380.000	Short Creek	Harrison
186	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.324	0.059072%	26-0000379.000	Short Creek	Harrison
187	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.367	0.066912%	26-0000455.000	Short Creek	Harrison
188	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.367	0.066912%	26-0000466.000	Short Creek	Harrison
189	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.324	0.059072%	26-0000449.000	Short Creek	Harrison
190	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.231	0.042116%	26-0000374.000	Short Creek	Harrison

191	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.444	0.080951%	26-0000375.000	Short Creek	Harrison
192	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.249	0.045398%	26-0000596.000	Short Creek	Harrison
193	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.550	0.100277%	26-0000359.000	Short Creek	Harrison
194	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.228	0.041569%	26-0000360.000	Short Creek	Harrison
195	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.727	0.132548%	26-0000369.000	Short Creek	Harrison
196	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.473	0.086238%	26-0000361.000	Short Creek	Harrison
197a	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.333333	0.229	0.041691%	26-0000431.000	Short Creek	Harrison
197a	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.333333	0.229	0.041691%	26-0000431.000	Short Creek	Harrison
197a	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.333333	0.229	0.041691%	26-0000431.000	Short Creek	Harrison
197b	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	0.035	0.006381%	26-0000431.000	Short Creek	Harrison
198	EAP Ohio, LLC ATTN: Cullen D. Amend, Vice President	5847 San Felipe St., Ste. 400	Houston	TX	77057	Yes	0.750000	0.004	0.000684%	26-0000140.001	Short Creek	Harrison
198	Burj Energy, LLC ATTN: Colin Scott	1200 Smith Street, Suite 1950	Houston	TX	77002	Yes	0.250000	0.001	0.000228%	26-0000140.001	Short Creek	Harrison
199	EAP Ohio, LLC ATTN: Cullen D. Amend, Vice President	5847 San Felipe St., Ste. 400	Houston	TX	77057	Yes	0.750000	0.011	0.001914%	26-0000140.003	Short Creek	Harrison
199	Burj Energy, LLC ATTN: Colin Scott	1200 Smith Street, Suite 1950	Houston	TX	77002	Yes	0.250000	0.004	0.000638%	26-0000140.003	Short Creek	Harrison
200	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.333333	0.825	0.150476%	26-0000581.000	Short Creek	Harrison
200	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.333333	0.825	0.150476%	26-0000581.000	Short Creek	Harrison
200	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	0.333333	0.825	0.150476%	26-0000581.000	Short Creek	Harrison
201	Ascent Resources - Utica, LLC ATTN: Grant Parker	3501 N.W. 63rd St.	Oklahoma City	OK	73116	Yes	1.000000	1.016	0.185239%	26-0000582.000	Short Creek	Harrison
202	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	1.720	0.313593%	26-0000146.001	Short Creek	Harrison
203	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	2.399	0.437389%	26-0000146.002	Short Creek	Harrison
204	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	12.126	2.210829%	26-0000146.000	Short Creek	Harrison
205	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	8.878	1.618649%	26-0000146.008	Short Creek	Harrison
206	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	4.307	0.785258%	26-0000146.004	Short Creek	Harrison

207	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	2.339	0.426450%	26-0000146.003	Short Creek	Harrison
208	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	1.586	0.289162%	26-0000146.005	Short Creek	Harrison
209	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	0.028	0.005105%	26-0000146.006	Short Creek	Harrison
210	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	11.002	2.005900%	26-0000146.010	Short Creek	Harrison
211	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	3501 N.W. 63rd St.	Oklahoma City	OK	73116	No	1.000000	2.431	0.443223%	26-0000146.009	Short Creek	Harrison

Total Committed Acres:	512.551	93.449086%
Total Unit Acres:	548.482	

Exhibit A-5

All Uncommitted Working Interest Owners in the Proposed Scout NE SHC HR

Tract Number	Uncommitted Working Interest Owner	Address	City	State	Zip	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit (Net)	Tract Participation in	Tax Map Parcel ID	Township	County
40	Gulfport Appalachia, LLC ATTN: Zac McCoy	3001 Quail Springs Parkway	Oklahoma City	OK	73134	Yes	1.000000	16.374	2.985330%	25-0000389.000	Short Creek	Harrison
54	Gulfport Appalachia, LLC ATTN: Zac McCoy	3001 Quail Springs Parkway	Oklahoma City	OK	73134	Yes	1.000000	3.058	0.557539%	25-0000389.003	Short Creek	Harrison
								Total Uncommitted Acres:	19.432	3.542869%		
								Total Unit Acres:	548.482			

Exhibit A-6

All Parcels Subject to Pending Ownership Litigation or Subject to Potential Ownership Claims in the Proposed Scout NE SHC HR

Tract Number	Ownership Dispute Parties	Address	City	State	Zip	Leased Yes or No	Potential Decimal Interest in Tract	Potential Surface Acres in Unit (Net)	Potential Tract Participation in Unit	Tax Map Parcel ID	Township	County
47	Carolyn R. Saksa and Lori A. Saksa-Oakes	48980 Cadiz-Harrisville Rd.	Cadiz	OH	43907	Yes	1.00000000	0.075	0.013674%	25-0000301.002	Short Creek	Harrison
89	Hagmar Ridge, LTD Attn: Shirley Yakubowski	3038 Larkspur St.	Titusville	FL	32796	Yes	1.00000000	0.770	0.140387%	26-0000283.000	Short Creek	Harrison
102	Matthew Lee Thomas	68201 Hope Lane, Apt 114	Bridgeport	OH	43912	No	1.00000000	3.011	0.548970%	26-0000149.000	Short Creek	Harrison
	Terry Norman	109 Monroe Drive	Clarington	OH	43915	No						
	Christine Lucille Frye	27 Taylor Road	Ash Flat	AZ	72513	No						
	Jonathan J. Fekete, Jr.	3210 Monroe Street	Bellaire	OH	43906	No						
	Rocky Fekete	3210 Monroe Street	Bellaire	OH	43906	No						
	Errett Allan Fekete	3261 Vasalboro Way	Columbus	OH	43204	No						
Amber Lorraine Fekete	8761 W. Fifth Street	Dolan Springs	AZ	86441	No							
115	Shane Wood	1440 Lime Street #3	Clearwater	FL	33756	No	1.00000000	0.120	0.021879%	26-0000384.000	Short Creek	Harrison
115	Jacob Jeffries	12474 66th Street N #81	Largo	FL	33773	No	1.00000000	0.805	0.146769%	26-0000385.000	Short Creek	Harrison
116	Shane Wood	1440 Lime Street #3	Clearwater	FL	33756	No	1.00000000	0.805	0.146769%	26-0000385.000	Short Creek	Harrison
116	Jacob Jeffries	12474 66th Street N #81	Largo	FL	33773	No	1.00000000	0.805	0.146769%	26-0000385.000	Short Creek	Harrison
124	The Unknown Heirs and Assigns of John G. Lewis, deceased	Unknown	Unknown	Unknown	Unknown	No	1.00000000	0.098	0.017867%	26-00000000_SHC_S W 7 3	Short Creek	Harrison
165	Rose M. Fithen	77225 Branson Road	Cadiz	Ohio	43907	No	1.00000000	0.354	0.064542%	26-0000415.000	Short Creek	Harrison
167	The Unknown Heirs and Assigns of Mary Jane Beach, deceased	Unknown	Unknown	Unknown	Unknown	No	1.00000000	0.005	0.000912%	26-0000336.000	Short Creek	Harrison
	Richard A Meredith, Jr.	3516 Harrison Avenue, Spc. T	Centralia	WA	98531	No						
	Angel Lynn Hill	533 W. Whittier Avenue	Tracy	CA	95376	No						
	Carol Sue Meredith	2225 Merrill Avenue	Bullhead City	AZ	86442	No						
	Jack Thomas Beach Jr	50 N. Old Corry Field Road	Pensacola	FL	32507	No						
	Jeffrey William Beach	25 Chaseville Street, Lot 3	Pensacola	FL	32507	No						
	Timothy A Beach	3608 Indian Trail	Chattanooga	TN	37412	No						
	Barbara Elaine Brown	22 Sandalwood Street	Pensacola	FL	32505	No						
	Nancy Virginia Beach	41755 Deersville Ridge Road	Cadiz	OH	43907	No						
	Sandra Kuttie Beach	41600 Deersville Ridge Road	Cadiz	OH	43907	No						
	Tina Marie Beach	7522 River Lane	Guerneville	CA	95446	No						
	Travis Reed Stull	112 Cardenas Drive NE	Albuquerque	NM	87108	No						
	Ashley Joseph Lyman	47797 Cadiz Harrisville Road	Cadiz	OH	43907	No						
	Dustin Thomas Bates	7993 Waterworks Hill Road SE	Uhrichsville	OH	44683	No						
	Lucas James Bates	46395 Old Hopedale Road	Cadiz	OH	43907	No						
	Heidi Suelynn Bates	451 N. Main Street, Apt. A4	Cadiz	OH	43907	No						
	Jerry Stull	PO Box 292297	Sacramento	CA	95829	No						
	Tracy Alan Stull	18790 Bart Brown Road	Berry	AL	35546	No						
	Zina Beth Stull	87539 Tipton Road	Hopedale	OH	43976	No						
	Marty Lee Stull	451 N. Main Street, Apt. G2	Cadiz	OH	43907	No						
Donna Bove Watkins	20957 Twin Coves Resort Road	Rogers	AR	72756	No							
Brenda Cadriel	188 South Sugar Street	St. Clairsville	OH	43950	No							
Sherry Parker	1100 Maplewood Street, Lot 25	Delta	OH	43515	No							
Becky Snyder	2989 Carmody Blvd Apt B	Middletown	OH	45042	No							
Paula Molyneux	131 5th Street NE, Apt. 1003	Canton	OH	44702	No							
168	The Unknown Heirs and Assigns of Mary Jane Beach, deceased	Unknown	Unknown	Unknown	Unknown	No	1.00000000	0.076	0.013856%	26-0000337.000	Short Creek	Harrison

Total Acres Pending Ownership Litigation or Subject to Potential Ownership Claims:	5.314
Total Unit Acres:	548.482
Total Percentage Pending Ownership Litigation or Subject to Potential Ownership Claims:	0.968856%

EXHIBIT "B"

Attached to and made a part of that certain Operating Agreement dated May 14, 2019, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Scout NE SHC HR Unit.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this _____ day of _____, 20____, by and between:

_____ whose address is _____ hereinafter collectively called "Lessor," and _____ an _____, whose address is _____ hereinafter called "Lessee."

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

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

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

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

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

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

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

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

NO AUTOMATIC TERMINATION OR FORFEITURE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.



Exhibit "C" ACCOUNTING PROCEDURE JOINT OPERATIONS

1 Attached to and made part of that certain Operating Agreement dated May 14, 2019, as approved by the Ohio Department of
2 Natural Resources, Division of Oil and Gas Resources Management, for the Scout NE SHC HR Unit.

I. GENERAL PROVISIONS

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

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

1. DEFINITIONS

16
17 All terms used in this Accounting Procedure shall have the following meaning, unless otherwise expressly defined in the Agreement:

18
19
20
21 **"Affiliate"** means for a person, another person that controls, is controlled by, or is under common control with that person. In this
22 definition, (a) control means the ownership by one person, directly or indirectly, of more than fifty percent (50%) of the voting securities
23 of a corporation or, for other persons, the equivalent ownership interest (such as partnership interests), and (b) "person" means an
24 individual, corporation, partnership, trust, estate, unincorporated organization, association, or other legal entity.

25
26 **"Agreement"** means the operating agreement, farmout agreement, or other contract between the Parties to which this Accounting
27 Procedure is attached.

28
29 **"Controllable Material"** means Material that, at the time of acquisition or disposition by the Joint Account, as applicable, is so classified
30 in the Material Classification Manual most recently recommended by the Council of Petroleum Accountants Societies (COPAS).

31
32 **"Equalized Freight"** means the procedure of charging transportation cost to the Joint Account based upon the distance from the nearest
33 Railway Receiving Point to the property.

34
35 **"Excluded Amount"** means a specified excluded trucking amount most recently recommended by COPAS.

36
37 **"Field Office"** means a structure, or portion of a structure, whether a temporary or permanent installation, the primary function of which is
38 to directly serve daily operation and maintenance activities of the Joint Property and which serves as a staging area for directly chargeable
39 field personnel.

40
41 **"First Level Supervision"** means those employees whose primary function in Joint Operations is the direct oversight of the Operator's
42 field employees and/or contract labor directly employed On-site in a field operating capacity. First Level Supervision functions may
43 include, but are not limited to:

- 44
45 • Responsibility for field employees and contract labor engaged in activities that can include field operations, maintenance,
46 construction, well remedial work, equipment movement and drilling
- 47 • Responsibility for day-to-day direct oversight of rig operations
- 48 • Responsibility for day-to-day direct oversight of construction operations
- 49 • Coordination of job priorities and approval of work procedures
- 50 • Responsibility for optimal resource utilization (equipment, Materials, personnel)
- 51 • Responsibility for meeting production and field operating expense targets
- 52 • Representation of the Parties in local matters involving community, vendors, regulatory agents and landowners, as an incidental
53 part of the supervisor's operating responsibilities
- 54 • Responsibility for all emergency responses with field staff
- 55 • Responsibility for implementing safety and environmental practices
- 56 • Responsibility for field adherence to company policy
- 57 • Responsibility for employment decisions and performance appraisals for field personnel
- 58 • Oversight of sub-groups for field functions such as electrical, safety, environmental, telecommunications, which may have group
59 or team leaders.

60
61 **"Joint Account"** means the account showing the charges paid and credits received in the conduct of the Joint Operations that are to be
62 shared by the Parties, but does not include proceeds attributable to hydrocarbons and by-products produced under the Agreement.

63
64 **"Joint Operations"** means all operations necessary or proper for the exploration, appraisal, development, production, protection,
65 maintenance, repair, abandonment, and restoration of the Joint Property.

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

2
3 **“Laws”** means any laws, rules, regulations, decrees, and orders of the United States of America or any state thereof and all other
4 governmental bodies, agencies, and other authorities having jurisdiction over or affecting the provisions contained in or the transactions
5 contemplated by the Agreement or the Parties and their operations, whether such laws now exist or are hereafter amended, enacted,
6 promulgated or issued.

7
8 **“Material”** means personal property, equipment, supplies, or consumables acquired or held for use by the Joint Property.

9
10 **“Non-Operators”** means the Parties to the Agreement other than the Operator.

11
12 **“Offshore Facilities”** means platforms, surface and subsea development and production systems, and other support systems such as oil and
13 gas handling facilities, living quarters, offices, shops, cranes, electrical supply equipment and systems, fuel and water storage and piping,
14 heliport, marine docking installations, communication facilities, navigation aids, and other similar facilities necessary in the conduct of
15 offshore operations, all of which are located offshore.

16
17 **“Off-site”** means any location that is not considered On-site as defined in this Accounting Procedure.

18
19 **“On-site”** means on the Joint Property when in direct conduct of Joint Operations. The term “On-site” shall also include that portion of
20 Offshore Facilities, Shore Base Facilities, fabrication yards, and staging areas from which Joint Operations are conducted, or other
21 facilities that directly control equipment on the Joint Property, regardless of whether such facilities are owned by the Joint Account.

22
23 **“Operator”** means the Party designated pursuant to the Agreement to conduct the Joint Operations.

24
25 **“Parties”** means legal entities signatory to the Agreement or their successors and assigns. Parties shall be referred to individually as
26 “Party.”

27
28 **“Participating Interest”** means the percentage of the costs and risks of conducting an operation under the Agreement that a Party agrees,
29 or is otherwise obligated, to pay and bear.

30
31 **“Participating Party”** means a Party that approves a proposed operation or otherwise agrees, or becomes liable, to pay and bear a share of
32 the costs and risks of conducting an operation under the Agreement.

33
34 **“Personal Expenses”** means reimbursed costs for travel and temporary living expenses.

35
36 **“Railway Receiving Point”** means the railhead nearest the Joint Property for which freight rates are published, even though an actual
37 railhead may not exist.

38
39 **“Shore Base Facilities”** means onshore support facilities that during Joint Operations provide such services to the Joint Property as a
40 receiving and transshipment point for Materials; debarkation point for drilling and production personnel and services; communication,
41 scheduling and dispatching center; and other associated functions serving the Joint Property.

42
43 **“Supply Store”** means a recognized source or common stock point for a given Material item.

44
45 **“Technical Services”** means services providing specific engineering, geoscience, or other professional skills, such as those performed by
46 engineers, geologists, geophysicists, and technicians, required to handle specific operating conditions and problems for the benefit of Joint
47 Operations; provided, however, Technical Services shall not include those functions specifically identified as overhead under the second
48 paragraph of the introduction of Section III (*Overhead*). Technical Services may be provided by the Operator, Operator’s Affiliate, Non-
49 Operator, Non-Operator Affiliates, and/or third parties.

50
51 **2. STATEMENTS AND BILLINGS**

52
53 The Operator shall bill Non-Operators on or before the last day of the month for their proportionate share of the Joint Account for the
54 preceding month. Such bills shall be accompanied by statements that identify the AFE (authority for expenditure), lease or facility, and all
55 charges and credits summarized by appropriate categories of investment and expense. Controllable Material shall be separately identified
56 and fully described in detail, or at the Operator’s option, Controllable Material may be summarized by major Material classifications.
57 Intangible drilling costs, audit adjustments, and unusual charges and credits shall be separately and clearly identified.

58
59 The Operator may make available to Non-Operators any statements and bills required under Section I.2 and/or Section I.3.A (*Advances*
60 *and Payments by the Parties*) via email, electronic data interchange, internet websites or other equivalent electronic media in lieu of paper
61 copies. The Operator shall provide the Non-Operators instructions and any necessary information to access and receive the statements and
62 bills within the timeframes specified herein. A statement or billing shall be deemed as delivered twenty-four (24) hours (exclusive of
63 weekends and holidays) after the Operator notifies the Non-Operator that the statement or billing is available on the website and/or sent via
64 email or electronic data interchange transmission. Each Non-Operator individually shall elect to receive statements and billings
65 electronically, if available from the Operator, or request paper copies. Such election may be changed upon thirty (30) days prior written
66 notice to the Operator.

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3. ADVANCES AND PAYMENTS BY THE PARTIES

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

4. ADJUSTMENTS

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

5. EXPENDITURE AUDITS

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

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

1 those Non-Operators approving such audit.

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

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

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

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

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

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

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

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

60
61 **6. APPROVAL BY PARTIES**

62
63 **A. GENERAL MATTERS**

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

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

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

7
8 **B. AMENDMENTS**

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

14
15 **C. AFFILIATES**

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

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

24
25 **II. DIRECT CHARGES**

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

28
29 **1. RENTALS AND ROYALTIES**

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

32
33 **2. LABOR**

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

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

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

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

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

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

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

23 **3. MATERIAL**

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

29
30 **4. TRANSPORTATION**

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

47
48 **5. SERVICES**

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

53
54 The costs of third party Technical Services are chargeable to the extent excluded from the overhead rates under Section III (*Overhead*).

55
56 **6. EQUIPMENT AND FACILITIES FURNISHED BY OPERATOR**

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

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

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

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

10
11 **7. AFFILIATES**

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

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

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

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

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

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

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

44
45 **9. LEGAL EXPENSE**

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

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

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

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

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

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

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

9 10 **11. INSURANCE**

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

17 18 **12. COMMUNICATIONS**

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

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

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

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

39 40 **14. ABANDONMENT AND RECLAMATION**

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

43 44 **15. OTHER EXPENDITURES**

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

49 50 51 **III. OVERHEAD**

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

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

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

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

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

1. OVERHEAD—DRILLING AND PRODUCING OPERATIONS

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

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

A. TECHNICAL SERVICES

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

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

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

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

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

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

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

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

B. OVERHEAD—FIXED RATE BASIS

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

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

Producing Well Rate per month \$ 1,392.36

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

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

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

5
6 (3) Application of Overhead—Producing Well Rate shall be as follows:

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

9
10 (b) Each active completion in a multi-completed well shall be considered as a one-well charge provided each completion is
11 considered a separate well by the governing regulatory authority.

12
13 (c) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well,
14 unless the Drilling Well Rate applies, as provided in Sections III.1.B.(2)(a) or (b). This one-well charge shall be made whether
15 or not the well has produced.

16
17 (d) An active gas well shut in because of overproduction or failure of a purchaser, processor, or transporter to take production shall
18 be considered as a one-well charge provided the gas well is directly connected to a permanent sales outlet.

19
20 (e) Any well not meeting the criteria set forth in Sections III.1.B.(3) (a), (b), (c), or (d) shall not qualify for a producing overhead
21 charge.

22
23 (4) The well rates shall be adjusted on the first day of April each year following the effective date of the Agreement; provided,
24 however, if this Accounting Procedure is attached to or otherwise governing the payout accounting under a farmout agreement, the
25 rates shall be adjusted on the first day of April each year following the effective date of such farmout agreement. The adjustment
26 shall be computed by applying the adjustment factor most recently published by COPAS. The adjusted rates shall be the initial or
27 amended rates agreed to by the Parties increased or decreased by the adjustment factor described herein, for each year from the
28 effective date of such rates, in accordance with COPAS MFI-47 (“Adjustment of Overhead Rates”).
29
30
31

32 **2. OVERHEAD—MAJOR CONSTRUCTION AND CATASTROPHE**

33
34 To compensate the Operator for overhead costs incurred in connection with a Major Construction project or Catastrophe, the Operator
35 shall either negotiate a rate prior to the beginning of the project, or shall charge the Joint Account for overhead based on the following
36 rates for any Major Construction project in excess of the Operator’s expenditure limit under the Agreement, or for any Catastrophe
37 regardless of the amount. If the Agreement to which this Accounting Procedure is attached does not contain an expenditure limit, Major
38 Construction Overhead shall be assessed for any single Major Construction project costing in excess of \$100,000 gross.
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1 Major Construction shall mean the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly
2 discernible as a fixed asset required for the development and operation of the Joint Property, or in the dismantlement, abandonment,
3 removal, and restoration of platforms, production equipment, and other operating facilities.

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

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

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

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

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

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

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

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

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

39 3. AMENDMENT OF OVERHEAD RATES

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

43 IV. MATERIAL PURCHASES, TRANSFERS, AND DISPOSITIONS

44
45 The Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for direct purchases, transfers, and
46 dispositions. The Operator shall provide all Material for use in the conduct of Joint Operations; however, Material may be supplied by the Non-
47 Operators, at the Operator's option. Material furnished by any Party shall be furnished without any express or implied warranties as to quality,
48 fitness for use, or any other matter.

49 1. DIRECT PURCHASES

50
51 Direct purchases shall be charged to the Joint Account at the price paid by the Operator after deduction of all discounts received. The
52 Operator shall make good faith efforts to take discounts offered by suppliers, but shall not be liable for failure to take discounts except to
53 the extent such failure was the result of the Operator's gross negligence or willful misconduct. A direct purchase shall be deemed to occur
54 when an agreement is made between an Operator and a third party for the acquisition of Material for a specific well site or location.
55 Material provided by the Operator under "vendor stocking programs," where the initial use is for a Joint Property and title of the Material
56 does not pass from the manufacturer, distributor, or agent until usage, is considered a direct purchase. If Material is found to be defective
57 or is returned to the manufacturer, distributor, or agent for any other reason, credit shall be passed to the Joint Account within sixty (60)
58 days after the Operator has received adjustment from the manufacturer, distributor, or agent.
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2. TRANSFERS

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

A. PRICING

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

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

B. FREIGHT

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

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

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

C. TAXES

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

D. CONDITION

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

15
16 (2) Condition "B" – Used Material in sound and serviceable condition and suitable for reuse without reconditioning shall be priced
17 by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by seventy-five percent
18 (75%).

19
20 Except as provided in Section IV.2.D(3), all reconditioning costs required to return the Material to Condition "B" or to correct
21 handling, transportation or other damages will be borne by the divesting property.

22
23 If the Material was originally charged to the Joint Account as used Material and placed in service for the Joint Property, the
24 Material will be credited at the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) multiplied
25 by sixty-five percent (65%).

26
27 Unless otherwise agreed to by the Parties that paid for such Material, used Material transferred from the Joint Property that was
28 not placed in service on the property shall be credited as charged without gain or loss.

29
30 (3) Condition "C" – Material that is not in sound and serviceable condition and not suitable for its original function until after
31 reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C
32 (*Taxes*) by fifty percent (50%).

33
34 The cost of reconditioning may be charged to the receiving property to the extent Condition "C" value, plus cost of
35 reconditioning, does not exceed Condition "B" value.

36
37 (4) Condition "D" – Material that (i) is no longer suitable for its original purpose but useable for some other purpose, (ii) is
38 obsolete, or (iii) does not meet original specifications but still has value and can be used in other applications as a substitute for
39 items with different specifications, is considered Condition "D" Material. Casing, tubing, or drill pipe used as line pipe shall be
40 priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing, or drill pipe utilized as line
41 pipe shall be priced at used line pipe prices. Casing, tubing, or drill pipe used as higher pressure service lines than standard line
42 pipe, e.g., power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods
43 shall be priced on a non-upset basis. For other items, the price used should result in the Joint Account being charged or credited
44 with the value of the service rendered or use of the Material, or as agreed to by the Parties pursuant to Section I.6.A (*General*
45 *Matters*).

46
47 (5) Condition "E" – Junk shall be priced at prevailing scrap value prices.

48 E. OTHER PRICING PROVISIONS

49
50 (1) Preparation Costs

51
52 Subject to Section II (*Direct Charges*) and Section III (*Overhead*) of this Accounting Procedure, costs incurred by the Operator
53 in making Material serviceable including inspection, third party surveillance services, and other similar services will be charged
54 to the Joint Account at prices which reflect the Operator's actual costs of the services. Documentation must be provided to the
55 Non-Operators upon request to support the cost of service. New coating and/or wrapping shall be considered a component of
56 the Materials and priced in accordance with Sections IV.1 (*Direct Purchases*) or IV.2.A (*Pricing*), as applicable. No charges or
57 credits shall be made for used coating or wrapping. Charges and credits for inspections shall be made in accordance with
58 COPAS MFI-38 ("Material Pricing Manual").

59
60 (2) Loading and Unloading Costs

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

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

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

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

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

4. SPECIAL PRICING PROVISIONS

A. PREMIUM PRICING

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

B. SHOP-MADE ITEMS

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

C. MILL REJECTS

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

V. INVENTORIES OF CONTROLLABLE MATERIAL

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

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

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1. DIRECTED INVENTORIES

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

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

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

2. NON-DIRECTED INVENTORIES

A. OPERATOR INVENTORIES

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

B. NON-OPERATOR INVENTORIES

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

C. SPECIAL INVENTORIES

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

EXHIBIT "D"

Attached to and made a part of that certain Operating Agreement dated May 14, 2019, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Scout NE SHC HR Unit.

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

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

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

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

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

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

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

End of Exhibit "D"

EXHIBIT "E"

Attached to and made a part of that certain Operating Agreement dated May 14, 2019,
as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources
Management, for the Scout NE SHC HR Unit.

Gas Balancing Agreement

I. DEFINITIONS:

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

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

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

II. APPLICATION OF THIS AGREEMENT

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

III. OVERPRODUCTION

A. Right to Take All Gas Produced

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

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

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

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

C. Credit For Gas in Storage

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

IV. RIGHT OF UNDERPRODUCED PARTY TO MAKE UP PRODUCTION

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

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

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

V. MONTHLY DATA AND STATEMENTS TO BE PROVIDED

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

VI. PAYMENT OF ROYALTIES AND PRODUCTION TAXES

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

VII. CASH SETTLEMENTS

A. Events Occasioning Cash Settlements

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

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

B. Notification of Proposed Transfer By Overproduced Party

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

C. Quantity of Gas

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

D. Pricing

1. For Overproduction Sold

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

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

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

2. For Overproduction Taken or Utilized and Not Sold

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

3. Proceeds for Liquefiable Hydrocarbons Not Included

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

E. Calculation, Collection and Distribution of Payments

1. For Cash Settlements at Termination

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

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

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

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

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

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

3. Procedures Applicable to All Cash Settlements

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

4. Amount Subject to Refund May Be Withheld.

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

F. Operator's Liability

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

VIII. OPERATING EXPENSES

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

IX. DELIVERABILITY TESTS

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

X. NOMINATIONS

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

XI. TERM

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

XII. SUCCESSORS AND ASSIGNS

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

XIII. AUDITS

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

XIV. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

End of Exhibit "E"

EXHIBIT “F”

Attached to and made a part of that certain Operating Agreement dated May 14, 2019, as approved by the Ohio Department of Natural Resources, Division of Oil and Gas Resources Management, for the Scout NE SHC HR Unit.

MODEL FORM RECORDING SUPPLEMENT TO OPERATING AGREEMENT AND FINANCING STATEMENT

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

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

WHEREAS, the parties hereto have executed an Operating Agreement dated May 8, 2023 (herein the “Operating Agreement”), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas; and

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

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

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

2. The parties do hereby agree that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this agreement shall be effective as of the 14th
day of May, 2019.

OPERATOR

ATTEST OR WITNESS

Ascent Resources – Utica, LLC
an Oklahoma limited liability company

By: Kade R. Smith

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

Address: 73116

NON-OPERATORS

ATTEST OR WITNESS

By: _____

Title: _____

Address: _____

ATTEST OR WITNESS

By: _____

Title: _____

Address: _____

ATTEST OR WITNESS

By: _____

Title: _____

Address: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

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

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

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

STATE OF _____)
) §
COUNTY OF _____)

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

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

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

STATE OF _____)
) §
COUNTY OF _____)

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

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

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

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

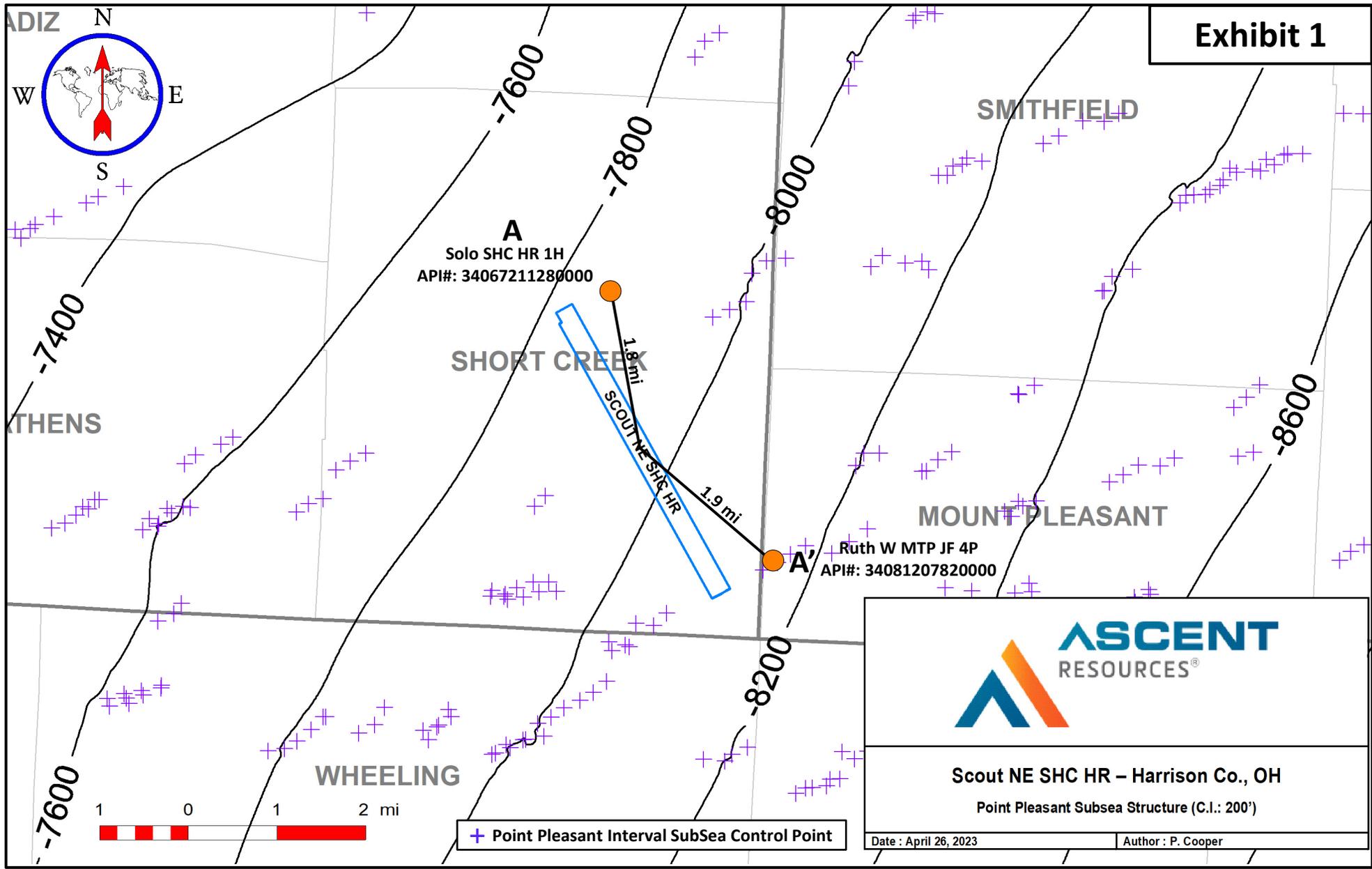
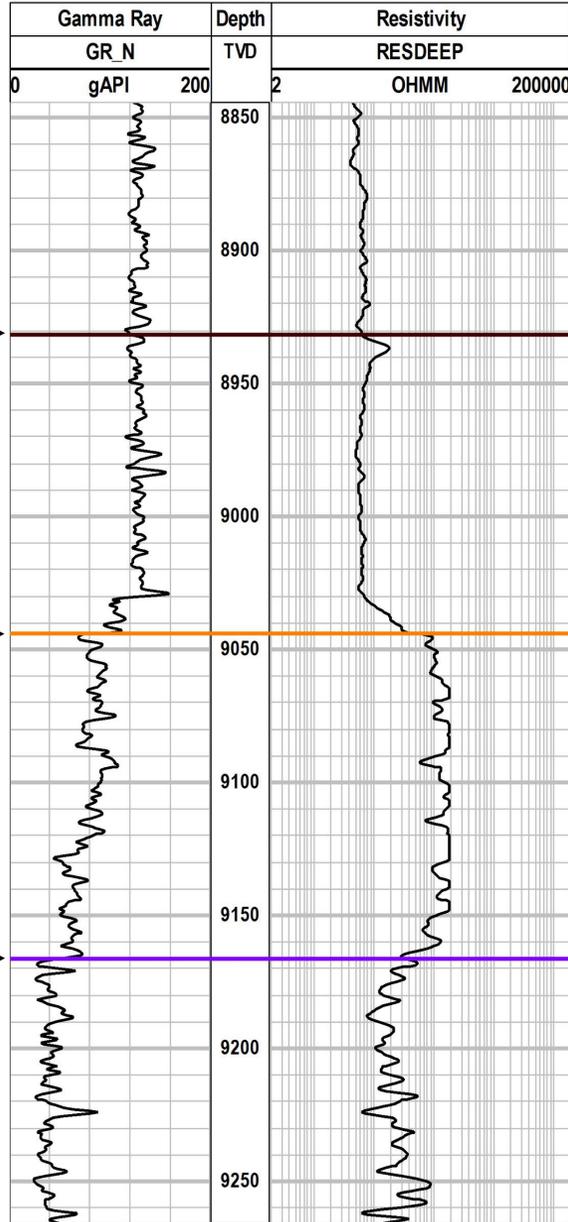


Exhibit 2

A
Solo SHC HR 1H
API#: 34067211280000

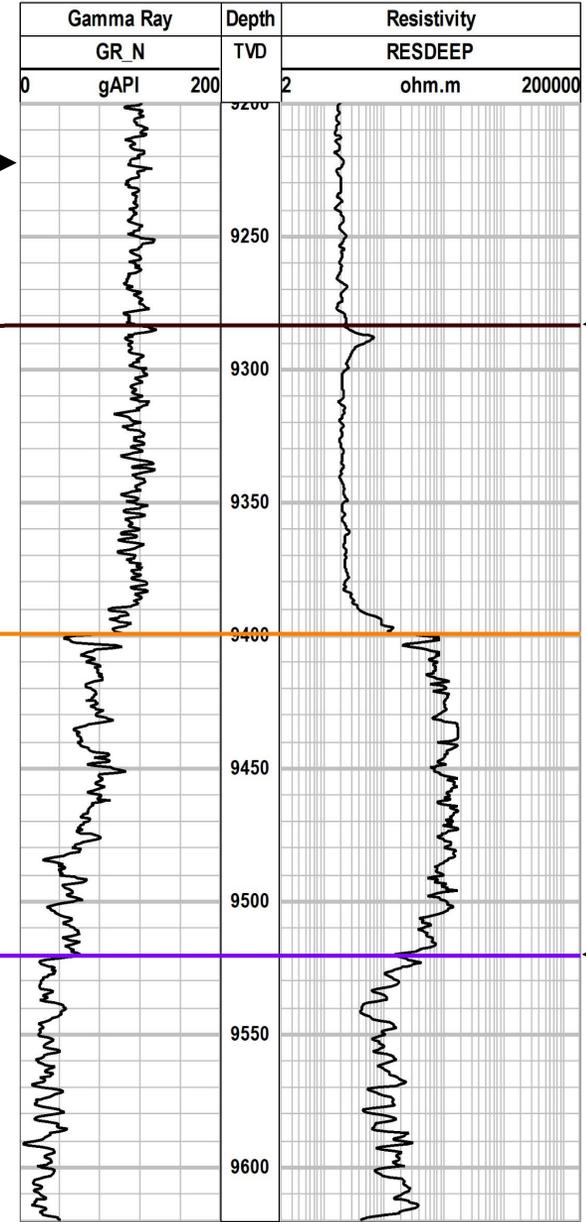
A'
Ruth W MTP JF 4P
API#: 34081207820000



Approx. Location of
Scout NE SHC HR Unit

1.8 miles

1.9 miles



Utica
Shale
Formation

Top of the Utica
8,931' TVD
-7,753' Subsea

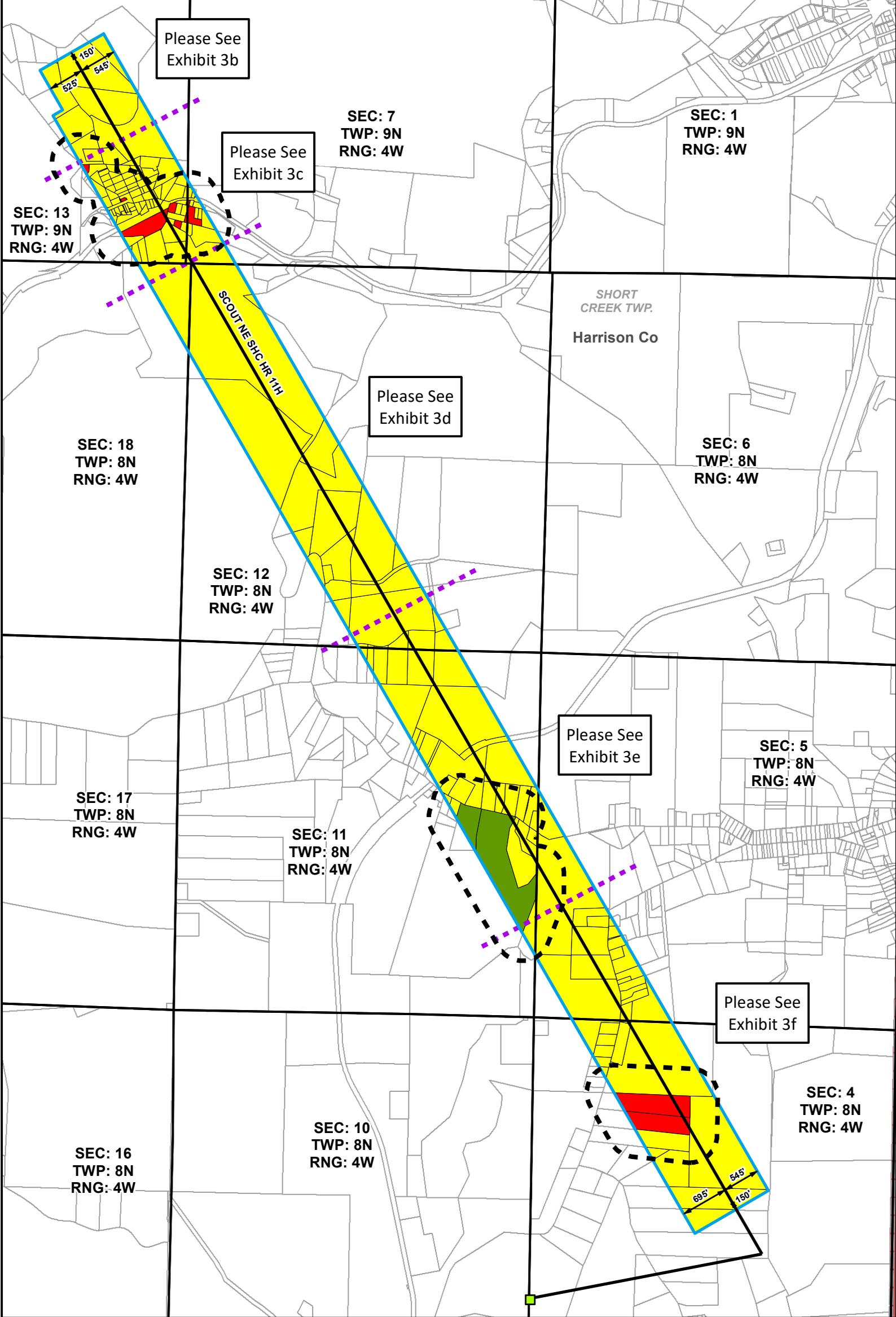
Point
Pleasant
Interval

Base of Utica
9,166' TVD
-7,988' Subsea

Top of Utica
9,283' TVD
-8,036' Subsea

Proposed
Unitized
Formation

Base of Utica
9,520' TVD
-8,273' Subsea



Please See Exhibit 3b

Please See Exhibit 3c

Please See Exhibit 3d

Please See Exhibit 3e

Please See Exhibit 3f

SEC: 7
TWP: 9N
RNG: 4W

SEC: 1
TWP: 9N
RNG: 4W

SEC: 13
TWP: 9N
RNG: 4W

SHORT CREEK TWP.
Harrison Co

SEC: 18
TWP: 8N
RNG: 4W

SEC: 6
TWP: 8N
RNG: 4W

SEC: 12
TWP: 8N
RNG: 4W

SEC: 17
TWP: 8N
RNG: 4W

SEC: 5
TWP: 8N
RNG: 4W

SEC: 11
TWP: 8N
RNG: 4W

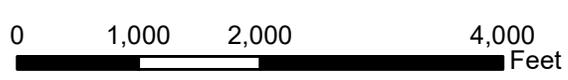
SEC: 16
TWP: 8N
RNG: 4W

SEC: 10
TWP: 8N
RNG: 4W

SEC: 4
TWP: 8N
RNG: 4W



SCOUT NE SHC HR
EXHIBIT 3a : UNIT MAP



1 in = 1,573 ft

Legend

- Pad
- Lateral
- SCOUT NE SHC HR - 548.482 Ac.
- Leased
- Uncommitted
- Unleased/Partially Unleased
- 400 Ft Buffer
- Counties
- Townships
- PLSS Section
- Tax Parcels

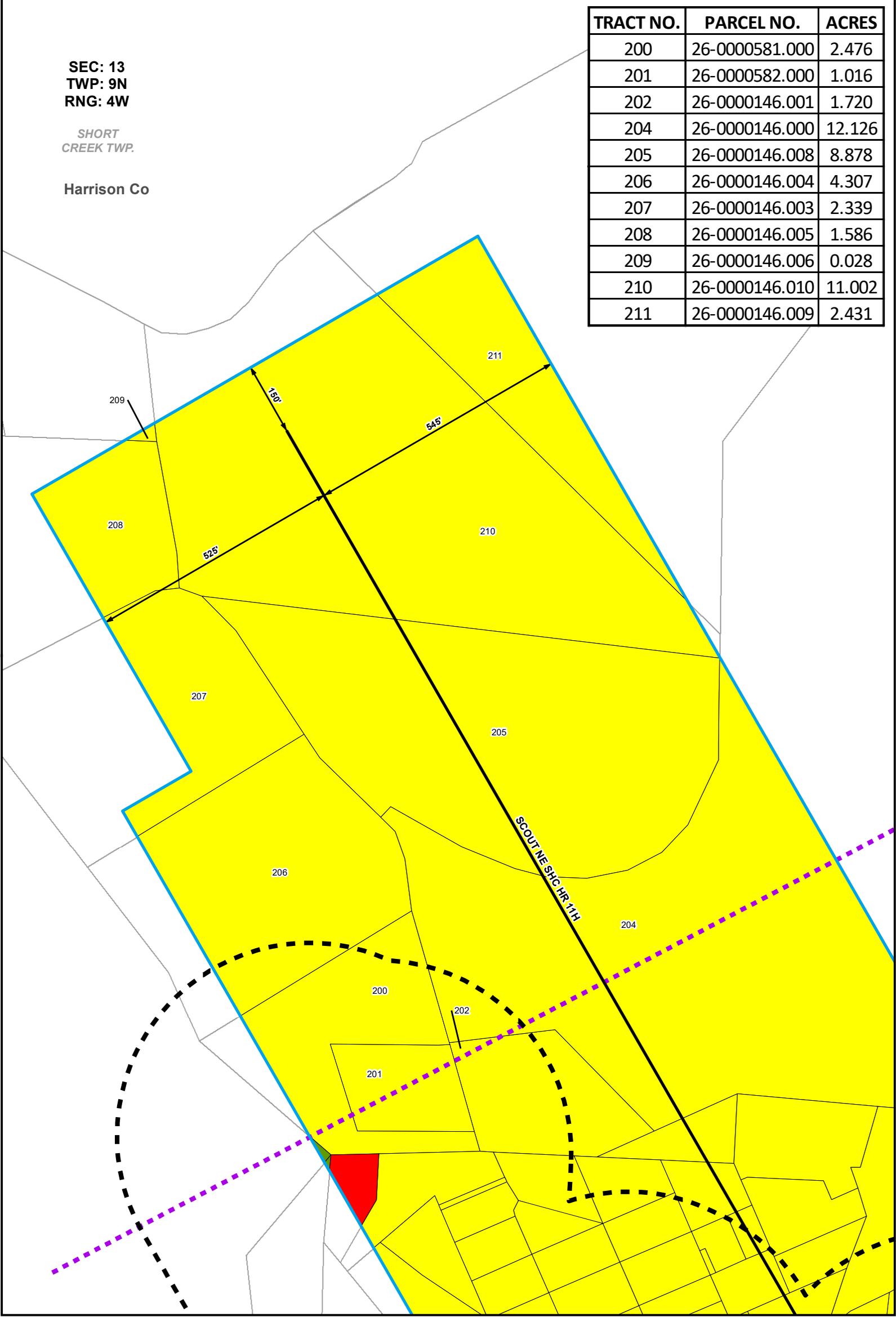
NAD 1927 UTM Zone 17N

SEC: 13
 TWP: 9N
 RNG: 4W

SHORT
 CREEK TWP.

Harrison Co

TRACT NO.	PARCEL NO.	ACRES
200	26-0000581.000	2.476
201	26-0000582.000	1.016
202	26-0000146.001	1.720
204	26-0000146.000	12.126
205	26-0000146.008	8.878
206	26-0000146.004	4.307
207	26-0000146.003	2.339
208	26-0000146.005	1.586
209	26-0000146.006	0.028
210	26-0000146.010	11.002
211	26-0000146.009	2.431



NAD 1927 UTM Zone 17N

SCOUT NE SHC HR
 EXHIBIT 3b : UNIT MAP



1 in = 224 ft

Legend

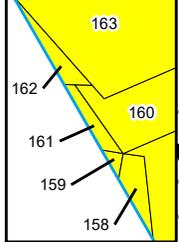
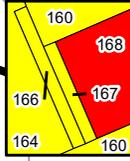
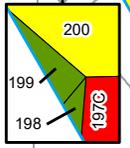
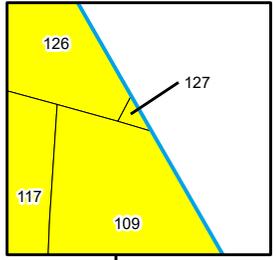
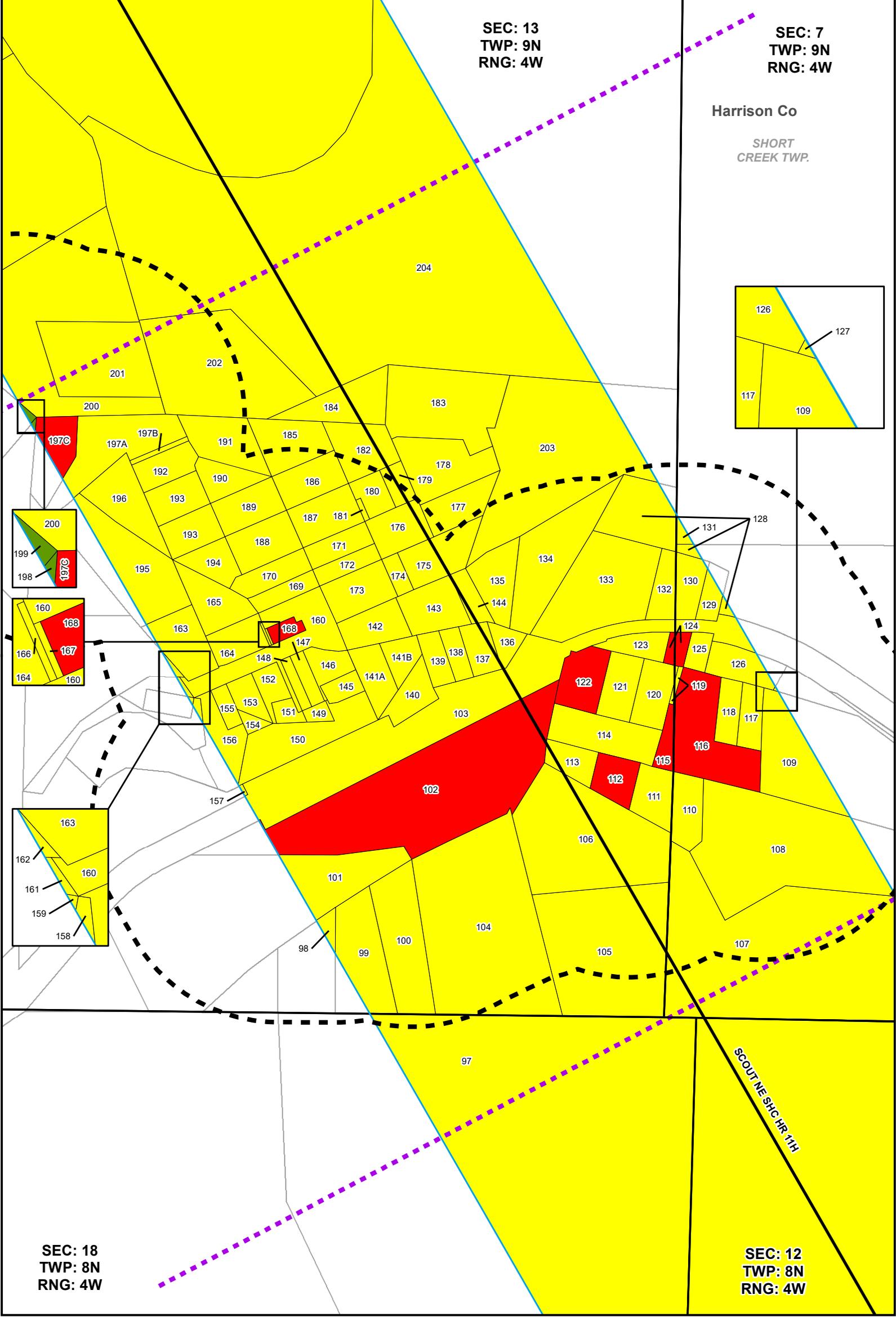
- Lateral
- ▭ SCOUT NE SHC HR - 548.482 Ac.
- ▭ Leased
- ▭ Uncommitted
- ▭ Unleased/Partially Unleased
- ▭ 400 Ft Buffer
- ▭ Counties
- ▭ Townships
- ▭ PLSS Section
- ▭ Tax Parcels

SEC: 13
TWP: 9N
RNG: 4W

SEC: 7
TWP: 9N
RNG: 4W

Harrison Co

SHORT
CREEK TWP.

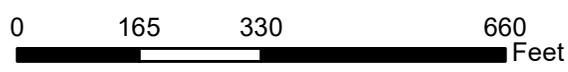


SEC: 18
TWP: 8N
RNG: 4W

SEC: 12
TWP: 8N
RNG: 4W



SCOUT NE SHC HR EXHIBIT 3c : UNIT MAP



1 in = 258 ft

NAD 1927 UTM Zone 17N

Legend

- Lateral
- SCOUT NE SHC HR - 548.482 Ac.
- Leased
- Uncommitted
- Unleased/Partially Unleased
- ⬜ 400 Ft Buffer
- ⬜ Counties
- ⬜ Townships
- ⬜ PLSS Section
- ⬜ Tax Parcels

TRACT NO.	PARCEL NO.	ACRES	TRACT NO.	PARCEL NO.	ACRES
97	26-000025.000	11.516	151	26-0000465.001	0.078
98	26-0000393.000	0.058	152	26-0000464.000	0.147
99	26-0000391.000	0.625	153	26-0000463.000	0.150
100	26-0000390.000	0.796	154	26-0000465.000	0.050
101	26-0000392.000	0.628	155	26-0000472.000	0.095
102	26-0000149.000	3.011	156	26-0000138.003	0.246
103	26-0000551.000	2.394	157	26-0000138.001	0.006
104	26-0000148.000	2.792	158	26-0000476.000	0.017
105	26-0000505.000	2.029	159	26-0000478.000	0.003
106	26-0000386.000	1.798	160	26-0000469.000	0.673
107	26-0000121.000	4.500	161	26-0000477.000	0.012
108	26-0000126.001	2.170	162	26-0000556.000	0.014
109	26-0000387.000	0.746	163	26-0000368.000	0.395
110	26-0000371.000	0.285	164	26-0000410.000	0.252
111	26-0000370.000	0.313	165	26-0000415.000	0.354
112	26-0000479.000	0.257	166	26-0000408.000	0.007
113	26-0000647.000	0.218	167	26-0000336.000	0.005
114	26-0000650.000	0.533	168	26-0000337.000	0.076
115	26-0000384.000	0.120	169	26-0000467.000	0.158
116	26-0000385.000	0.805	170	26-0000468.000	0.249
117	26-0000643.000	0.182	171	26-0000407.000	0.214
118	26-0000352.000	0.188	172	26-0000355.000	0.153
119	26-0000383.000	0.021	173	26-0000427.000	0.363
120	26-0000382.000	0.295	174	26-0000413.000	0.095
121	26-0000342.000	0.294	175	26-0000414.000	0.412
122	26-0000394.000	0.347	176	26-0000409.000	0.311
123	26-0000438.000	0.191	177	26-0000411.000	0.321
124	26-0000000.000_SHC_SW_7_3	0.098	178	26-0000457.000	0.584
125	26-0000577.001	0.111	179	26-0000456.000	0.128
126	26-0000492.000	0.281	180	26-0000378.000	0.168
127	26-0000388.000	0.006	181	26-0000378.002	0.016
128	26-0000551.002	0.594	182	26-0000381.000	0.402
129	26-0000577.000	0.113	183	26-0000376.000	1.069
130	26-0000576.000	0.221	184	26-0000377.000	0.472
131	26-0000115.000	0.043	185	26-0000380.000	0.421
132	26-0000576.001	0.203	186	26-0000379.000	0.324
133	26-0000423.000	1.143	187	26-0000455.000	0.367
134	26-0000334.000	0.860	188	26-0000466.000	0.367
135	26-0000335.000	0.366	189	26-0000449.000	0.324
136	26-0000357.000	0.121	190	26-0000374.000	0.231
137	26-0000356.000	0.194	191	26-0000375.000	0.444
138	26-0000426.000	0.137	192	26-0000596.000	0.249
139	26-0000488.000	0.155	193	26-0000359.000	0.550
140	26-0000487.000	0.235	194	26-0000360.000	0.228
141a	26-0000489.000	0.260	195	26-0000369.000	0.727
141b	26-0000489.000	0.167	196	26-0000361.000	0.473
142	26-0000397.000	0.308	197a	26-0000431.000	0.686
143	26-0000447.000	0.378	197b	26-0000431.000	0.035
144	26-0000334.001	0.142	197c	26-0000431.000	0.229
145	26-0000338.001	0.112	198	26-0000140.001	0.005
146	26-0000646.000	0.174	199	26-0000140.003	0.014
147	26-0000424.000	0.102	200	26-0000581.000	2.476
148	26-0000471.000	0.076	201	26-0000582.000	1.016
149	26-0000425.000	0.058	202	26-0000146.001	1.720
150	26-0000338.000	0.634	203	26-0000146.002	2.399
			204	26-0000146.000	12.126



SCOUT NE SHC HR
EXHIBIT 3c MAP TABLE

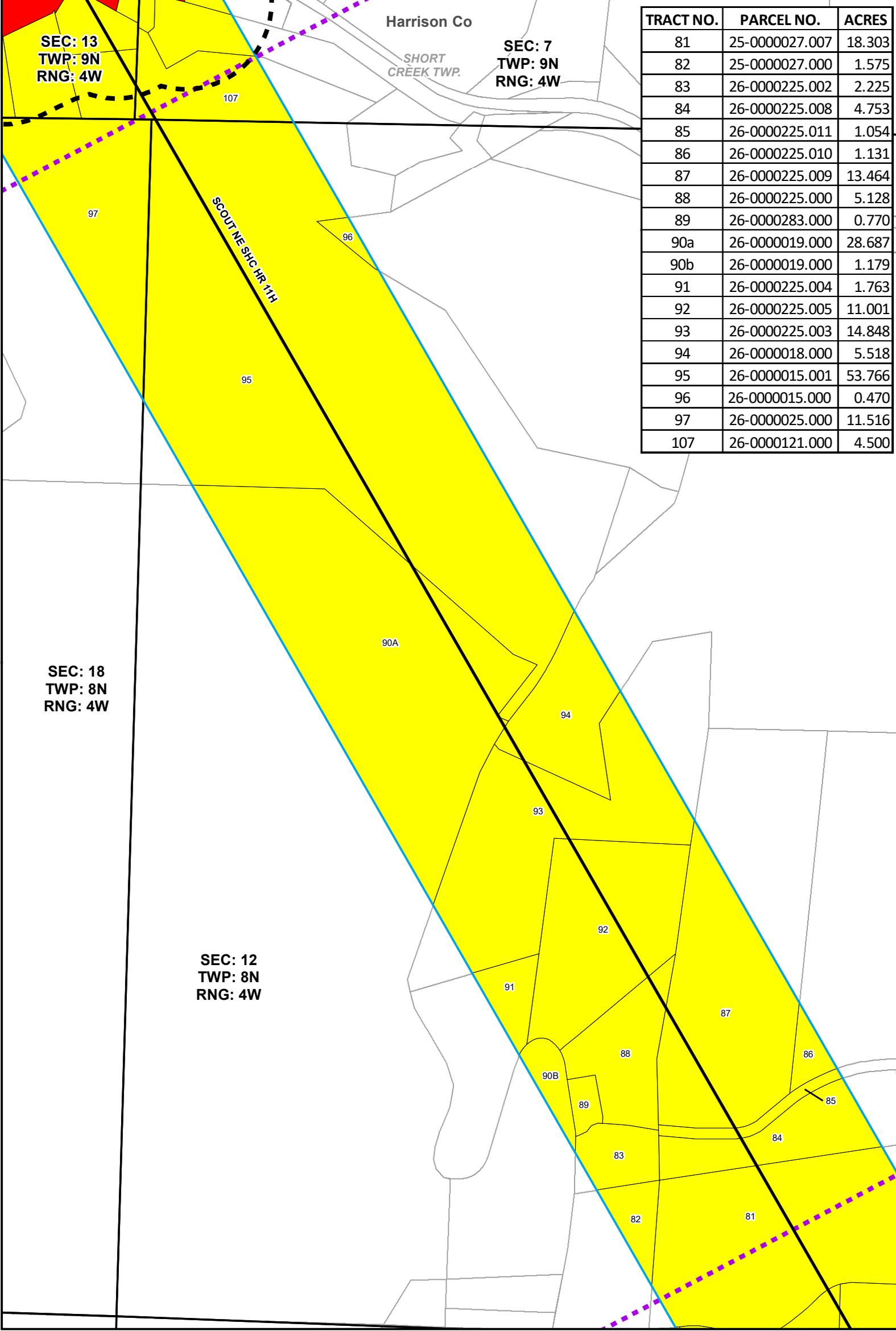
Harrison Co

SHORT CREEK TWP.

SEC: 7
TWP: 9N
RNG: 4W

SEC: 13
TWP: 9N
RNG: 4W

TRACT NO.	PARCEL NO.	ACRES
81	25-000027.007	18.303
82	25-000027.000	1.575
83	26-0000225.002	2.225
84	26-0000225.008	4.753
85	26-0000225.011	1.054
86	26-0000225.010	1.131
87	26-0000225.009	13.464
88	26-0000225.000	5.128
89	26-0000283.000	0.770
90a	26-0000019.000	28.687
90b	26-0000019.000	1.179
91	26-0000225.004	1.763
92	26-0000225.005	11.001
93	26-0000225.003	14.848
94	26-0000018.000	5.518
95	26-0000015.001	53.766
96	26-0000015.000	0.470
97	26-0000025.000	11.516
107	26-0000121.000	4.500



SEC: 18
TWP: 8N
RNG: 4W

SEC: 12
TWP: 8N
RNG: 4W



SCOUT NE SHC HR
EXHIBIT 3d : UNIT MAP



1 in = 500 ft

NAD 1927 UTM Zone 17N

Legend

- Lateral
- SCOUT NE SHC HR - 548.482 Ac.
- Leased
- Uncommitted
- Unleased/Partially Unleased
- 400 Ft Buffer
- Counties
- Townships
- PLSS Section
- Tax Parcels

SEC: 12
TWP: 8N
RNG: 4W

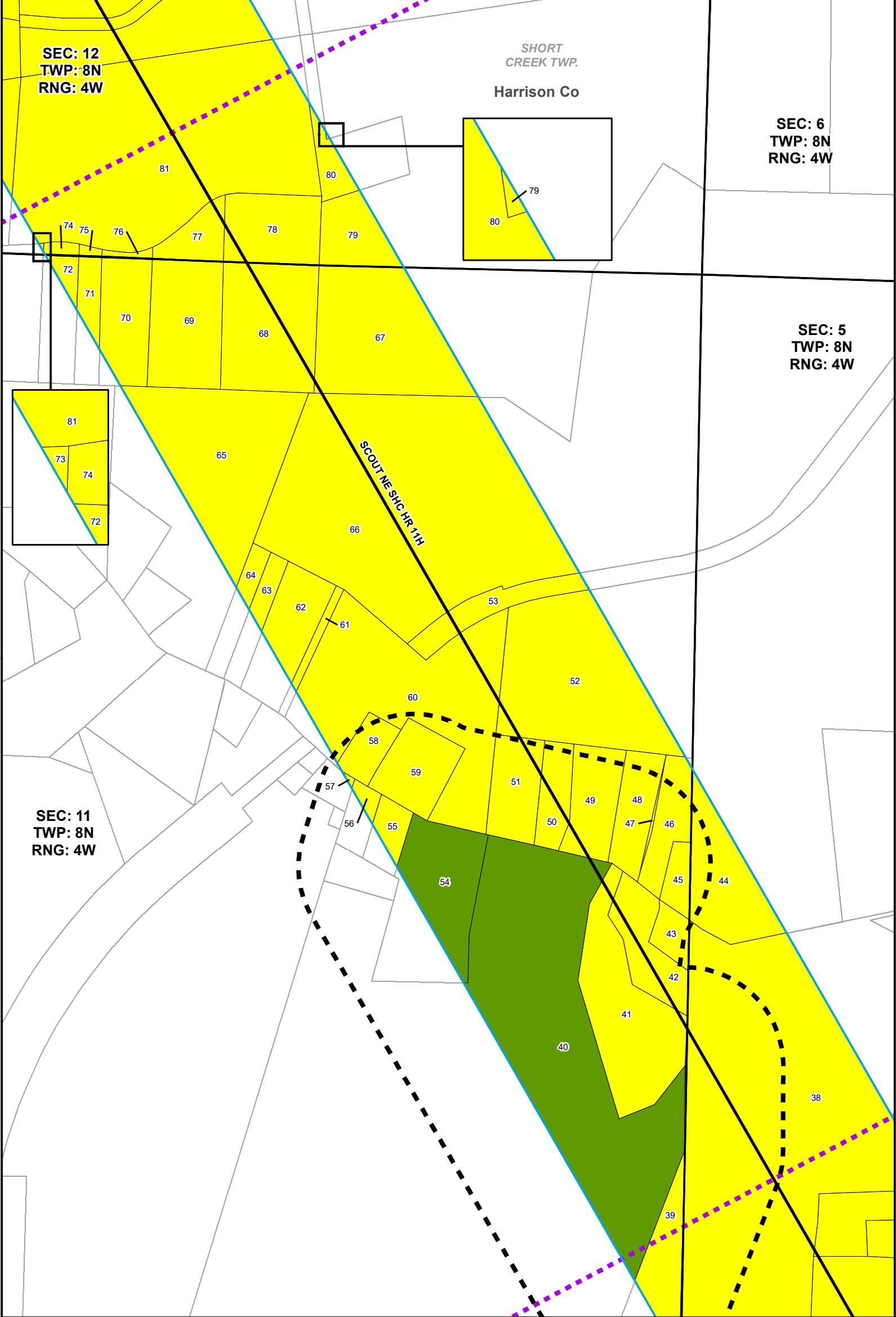
SHORT
CREEK TWP.
Harrison Co

SEC: 6
TWP: 8N
RNG: 4W

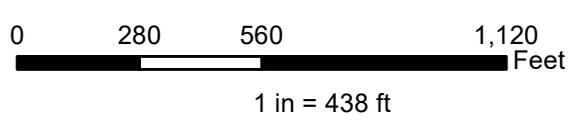
SEC: 5
TWP: 8N
RNG: 4W

SEC: 11
TWP: 8N
RNG: 4W

SCOUT NE SHC HR 17N



SCOUT NE SHC HR
EXHIBIT 3e : UNIT MAP



NAD 1927 UTM Zone 17N

Legend

- Lateral
- ▭ SCOUT NE SHC HR - 548.482 Ac.
- ▭ Leased
- ▭ Uncommitted
- ▭ Unleased/Partially Unleased
- ▭ 400 Ft Buffer
- ▭ Counties
- ▭ Townships
- ▭ PLSS Section
- ▭ Tax Parcels

TRACT NO.	PARCEL NO.	ACRES
38	25-0000001.000	25.452
39	25-0000002.000	1.793
40	25-0000389.000	16.374
41	25-0000389.001	4.499
42	25-0000390.000	2.102
43	25-0000252.000	0.631
44	25-0000088.001	3.147
45	25-0000287.000	0.641
46	25-0000301.000	1.557
47	25-0000301.002	0.075
48	25-0000301.001	1.607
49	25-0000397.000	2.043
50	25-0000396.001	1.141
51	25-0000398.000	1.896
52	25-0000396.000	7.588
53	26-0000551.001	1.537
54	25-0000389.003	3.058
55	25-0000313.000	0.584
56	25-0000285.000	0.228
57	25-0000469.000	0.026
58	25-0000299.002	0.857
59	25-0000299.001	2.033
60	25-0000299.000	9.327
61	25-0000296.001	0.366
62	25-0000296.000	1.751
63	25-0000337.000	0.498
64	25-0000192.000	0.398
65	25-0000122.000	7.018
66	25-0000396.002	19.316
67	25-0000028.001	6.117
68	25-0000028.004	4.594
69	25-0000028.005	3.514
70	25-0000028.008	2.252
71	25-0000028.006	0.650
72	25-0000028.003	0.348
73	25-0000027.011	0.006
74	26-0000225.006	0.160
75	25-0000027.006	0.077
76	25-0000027.010	0.112
77	25-0000027.005	1.058
78	25-0000027.004	2.491
79	25-0000027.001	1.689
80	25-0000027.009	0.729
81	25-0000027.007	18.303

SCOUT NE SHC HR
EXHIBIT 3e MAP TABLE



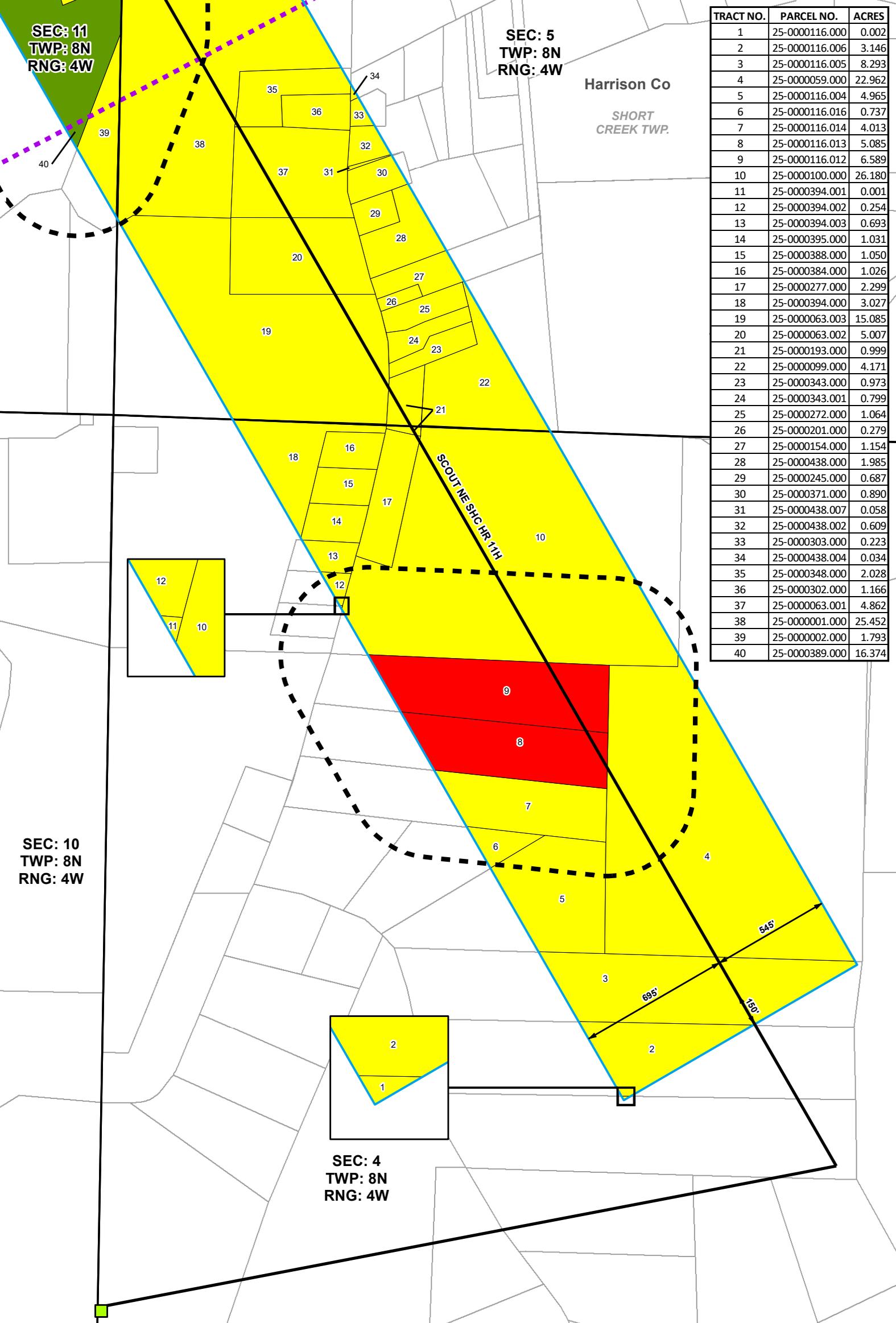
SEC: 11
TWP: 8N
RNG: 4W

SEC: 5
TWP: 8N
RNG: 4W

Harrison Co

SHORT CREEK TWP.

TRACT NO.	PARCEL NO.	ACRES
1	25-0000116.000	0.002
2	25-0000116.006	3.146
3	25-0000116.005	8.293
4	25-0000059.000	22.962
5	25-0000116.004	4.965
6	25-0000116.016	0.737
7	25-0000116.014	4.013
8	25-0000116.013	5.085
9	25-0000116.012	6.589
10	25-0000100.000	26.180
11	25-0000394.001	0.001
12	25-0000394.002	0.254
13	25-0000394.003	0.693
14	25-0000395.000	1.031
15	25-0000388.000	1.050
16	25-0000384.000	1.026
17	25-0000277.000	2.299
18	25-0000394.000	3.027
19	25-0000063.003	15.085
20	25-0000063.002	5.007
21	25-0000193.000	0.999
22	25-0000099.000	4.171
23	25-0000343.000	0.973
24	25-0000343.001	0.799
25	25-0000272.000	1.064
26	25-0000201.000	0.279
27	25-0000154.000	1.154
28	25-0000438.000	1.985
29	25-0000245.000	0.687
30	25-0000371.000	0.890
31	25-0000438.007	0.058
32	25-0000438.002	0.609
33	25-0000303.000	0.223
34	25-0000438.004	0.034
35	25-0000348.000	2.028
36	25-0000302.000	1.166
37	25-0000063.001	4.862
38	25-0000001.000	25.452
39	25-0000002.000	1.793
40	25-0000389.000	16.374



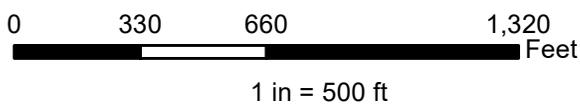
SEC: 10
TWP: 8N
RNG: 4W

SEC: 4
TWP: 8N
RNG: 4W



NAD 1927 UTM Zone 17N

SCOUT NE SHC HR
EXHIBIT 3f : UNIT MAP



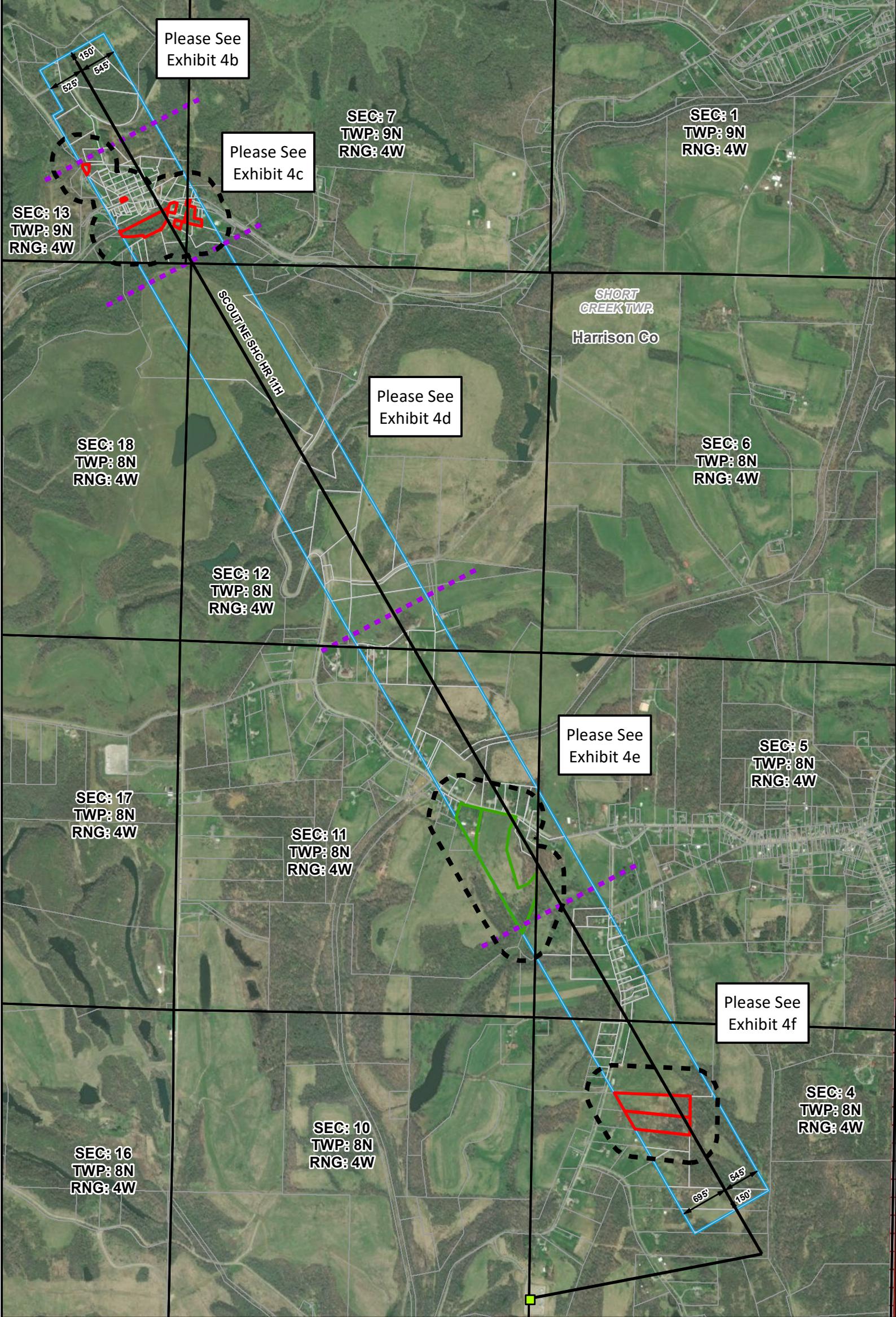
Legend

- Pad
- Lateral
- SCOUT NE SHC HR - 548.482 Ac.
- Leased
- Uncommitted
- Unleased/Partially Unleased
- 400 Ft Buffer
- Counties
- Townships
- PLS Section
- Tax Parcels

TRACT NO.	PARCEL NO.	ACRES	EXHIBIT	TRACT NO.	PARCEL NO.	ACRES	EXHIBIT	TRACT NO.	PARCEL NO.	ACRES	EXHIBIT
1	25-0000116.000	0.002	3f	73	25-0000027.011	0.006	3e	143	26-0000447.000	0.378	3c
2	25-0000116.006	3.146	3f	74	26-0000225.006	0.160	3e	144	26-0000334.001	0.142	3c
3	25-0000116.005	8.293	3f	75	25-0000027.006	0.077	3e	145	26-0000338.001	0.112	3c
4	25-0000059.000	22.962	3f	76	25-0000027.010	0.112	3e	146	26-0000646.000	0.174	3c
5	25-0000116.004	4.965	3f	77	25-0000027.005	1.058	3e	147	26-0000424.000	0.102	3c
6	25-0000116.016	0.737	3f	78	25-0000027.004	2.491	3e	148	26-0000471.000	0.076	3c
7	25-0000116.014	4.013	3f	79	25-0000027.001	1.689	3e	149	26-0000425.000	0.058	3c
8	25-0000116.013	5.085	3f	80	25-0000027.009	0.729	3e	150	26-0000338.000	0.634	3c
9	25-0000116.012	6.589	3f	81	25-0000027.007	18.303	3d/3e	151	26-0000465.001	0.078	3c
10	25-0000100.000	26.180	3f	82	25-0000027.000	1.575	3d	152	26-0000464.000	0.147	3c
11	25-0000394.001	0.001	3f	83	26-0000225.002	2.225	3d	153	26-0000463.000	0.150	3c
12	25-0000394.002	0.254	3f	84	26-0000225.008	4.753	3d	154	26-0000465.000	0.050	3c
13	25-0000394.003	0.693	3f	85	26-0000225.011	1.054	3d	155	26-0000472.000	0.095	3c
14	25-0000395.000	1.031	3f	86	26-0000225.010	1.131	3d	156	26-0000138.003	0.246	3c
15	25-0000388.000	1.050	3f	87	26-0000225.009	13.464	3d	157	26-0000138.001	0.006	3c
16	25-0000384.000	1.026	3f	88	26-0000225.000	5.128	3d	158	26-0000476.000	0.017	3c
17	25-0000277.000	2.299	3f	89	26-0000283.000	0.770	3d	159	26-0000478.000	0.003	3c
18	25-0000394.000	3.027	3f	90a	26-0000019.000	28.687	3d	160	26-0000469.000	0.673	3c
19	25-0000063.003	15.085	3f	90b	26-0000019.000	1.179	3d	161	26-0000477.000	0.012	3c
20	25-0000063.002	5.007	3f	91	26-0000225.004	1.763	3d	162	26-0000556.000	0.014	3c
21	25-0000193.000	0.999	3f	92	26-0000225.005	11.001	3d	163	26-0000368.000	0.395	3c
22	25-0000099.000	4.171	3f	93	26-0000225.003	14.848	3d	164	26-0000410.000	0.252	3c
23	25-0000343.000	0.973	3f	94	26-0000018.000	5.518	3d	165	26-0000415.000	0.354	3c
24	25-0000343.001	0.799	3f	95	26-0000015.001	53.766	3d	166	26-0000408.000	0.007	3c
25	25-0000272.000	1.064	3f	96	26-0000015.000	0.470	3d	167	26-0000336.000	0.005	3c
26	25-0000201.000	0.279	3f	97	26-0000025.000	11.516	3c/3d	168	26-0000337.000	0.076	3c
27	25-0000154.000	1.154	3f	98	26-0000393.000	0.058	3c	169	26-0000467.000	0.158	3c
28	25-0000438.000	1.985	3f	99	26-0000391.000	0.625	3c	170	26-0000468.000	0.249	3c
29	25-0000245.000	0.687	3f	100	26-0000390.000	0.796	3c	171	26-0000407.000	0.214	3c
30	25-0000371.000	0.890	3f	101	26-0000392.000	0.628	3c	172	26-0000355.000	0.153	3c
31	25-0000438.007	0.058	3f	102	26-0000149.000	3.011	3c	173	26-0000427.000	0.363	3c
32	25-0000438.002	0.609	3f	103	26-0000551.000	2.394	3c	174	26-0000413.000	0.095	3c
33	25-0000303.000	0.223	3f	104	26-0000148.000	2.792	3c	175	26-0000414.000	0.412	3c
34	25-0000438.004	0.034	3f	105	26-0000505.000	2.029	3c	176	26-0000409.000	0.311	3c
35	25-0000348.000	2.028	3f	106	26-0000386.000	1.798	3c	177	26-0000411.000	0.321	3c
36	25-0000302.000	1.166	3f	107	26-0000121.000	4.500	3c/3d	178	26-0000457.000	0.584	3c
37	25-0000063.001	4.862	3f	108	26-0000126.001	2.170	3c	179	26-0000456.000	0.128	3c
38	25-0000001.000	25.452	3e/3f	109	26-0000387.000	0.746	3c	180	26-0000378.000	0.168	3c
39	25-0000002.000	1.793	3e/3f	110	26-0000371.000	0.285	3c	181	26-0000378.002	0.016	3c
40	25-0000389.000	16.374	3e/3f	111	26-0000370.000	0.313	3c	182	26-0000381.000	0.402	3c
41	25-0000389.001	4.499	3e	112	26-0000479.000	0.257	3c	183	26-0000376.000	1.069	3c
42	25-0000390.000	2.102	3e	113	26-0000647.000	0.218	3c	184	26-0000377.000	0.472	3c
43	25-0000252.000	0.631	3e	114	26-0000650.000	0.533	3c	185	26-0000380.000	0.421	3c
44	25-0000088.001	3.147	3e	115	26-0000384.000	0.120	3c	186	26-0000379.000	0.324	3c
45	25-0000287.000	0.641	3e	116	26-0000385.000	0.805	3c	187	26-0000455.000	0.367	3c
46	25-0000301.000	1.557	3e	117	26-0000643.000	0.182	3c	188	26-0000466.000	0.367	3c
47	25-0000301.002	0.075	3e	118	26-0000352.000	0.188	3c	189	26-0000449.000	0.324	3c
48	25-0000301.001	1.607	3e	119	26-0000383.000	0.021	3c	190	26-0000374.000	0.231	3c
49	25-0000397.000	2.043	3e	120	26-0000382.000	0.295	3c	191	26-0000375.000	0.444	3c
50	25-0000396.001	1.141	3e	121	26-0000342.000	0.294	3c	192	26-0000596.000	0.249	3c
51	25-0000398.000	1.896	3e	122	26-0000394.000	0.347	3c	193	26-0000359.000	0.550	3c
52	25-0000396.000	7.588	3e	123	26-0000438.000	0.191	3c	194	26-0000360.000	0.228	3c
53	26-0000551.001	1.537	3e	124	26-0000000.000_SHC_SW_7_3	0.098	3c	195	26-0000369.000	0.727	3c
54	25-0000389.003	3.058	3e	125	26-0000577.001	0.111	3c	196	26-0000361.000	0.473	3c
55	25-0000313.000	0.584	3e	126	26-0000492.000	0.281	3c	197a	26-0000431.000	0.686	3c
56	25-0000285.000	0.228	3e	127	26-0000388.000	0.006	3c	197b	26-0000431.000	0.035	3c
57	25-0000469.000	0.026	3e	128	26-0000551.002	0.594	3c	197c	26-0000431.000	0.229	3c
58	25-0000299.002	0.857	3e	129	26-0000577.000	0.113	3c	198	26-0000140.001	0.005	3c
59	25-0000299.001	2.033	3e	130	26-0000576.000	0.221	3c	199	26-0000140.003	0.014	3c
60	25-0000299.000	9.327	3e	131	26-0000115.000	0.043	3c	200	26-0000581.000	2.476	3b/3c
61	25-0000296.001	0.366	3e	132	26-0000576.001	0.203	3c	201	26-0000582.000	1.016	3b/3c
62	25-0000296.000	1.751	3e	133	26-0000423.000	1.143	3c	202	26-0000146.001	1.720	3b/3c
63	25-0000337.000	0.498	3e	134	26-0000334.000	0.860	3c	203	26-0000146.002	2.399	3c
64	25-0000192.000	0.398	3e	135	26-0000335.000	0.366	3c	204	26-0000146.000	12.126	3b/3c
65	25-0000122.000	7.018	3e	136	26-0000357.000	0.121	3c	205	26-0000146.008	8.878	3b
66	25-0000396.002	19.316	3e	137	26-0000356.000	0.194	3c	206	26-0000146.004	4.307	3b
67	25-0000028.001	6.117	3e	138	26-0000426.000	0.137	3c	207	26-0000146.003	2.339	3b
68	25-0000028.004	4.594	3e	139	26-0000488.000	0.155	3c	208	26-0000146.005	1.586	3b
69	25-0000028.005	3.514	3e	140	26-0000487.000	0.235	3c	209	26-0000146.006	0.028	3b
70	25-0000028.008	2.252	3e	141a	26-0000489.000	0.260	3c	210	26-0000146.010	11.002	3b
71	25-0000028.006	0.650	3e	141b	26-0000489.000	0.167	3c	211	26-0000146.009	2.431	3b
72	25-0000028.003	0.348	3e	142	26-0000397.000	0.308	3c		TOTAL:	548.482	



SCOUT NE SHC HR MAP TABLE



NAD 1927 UTM Zone 17N

SCOUT NE SHC HR EXHIBIT 4a : AERIAL MAP



1 in = 1,573 ft

Legend

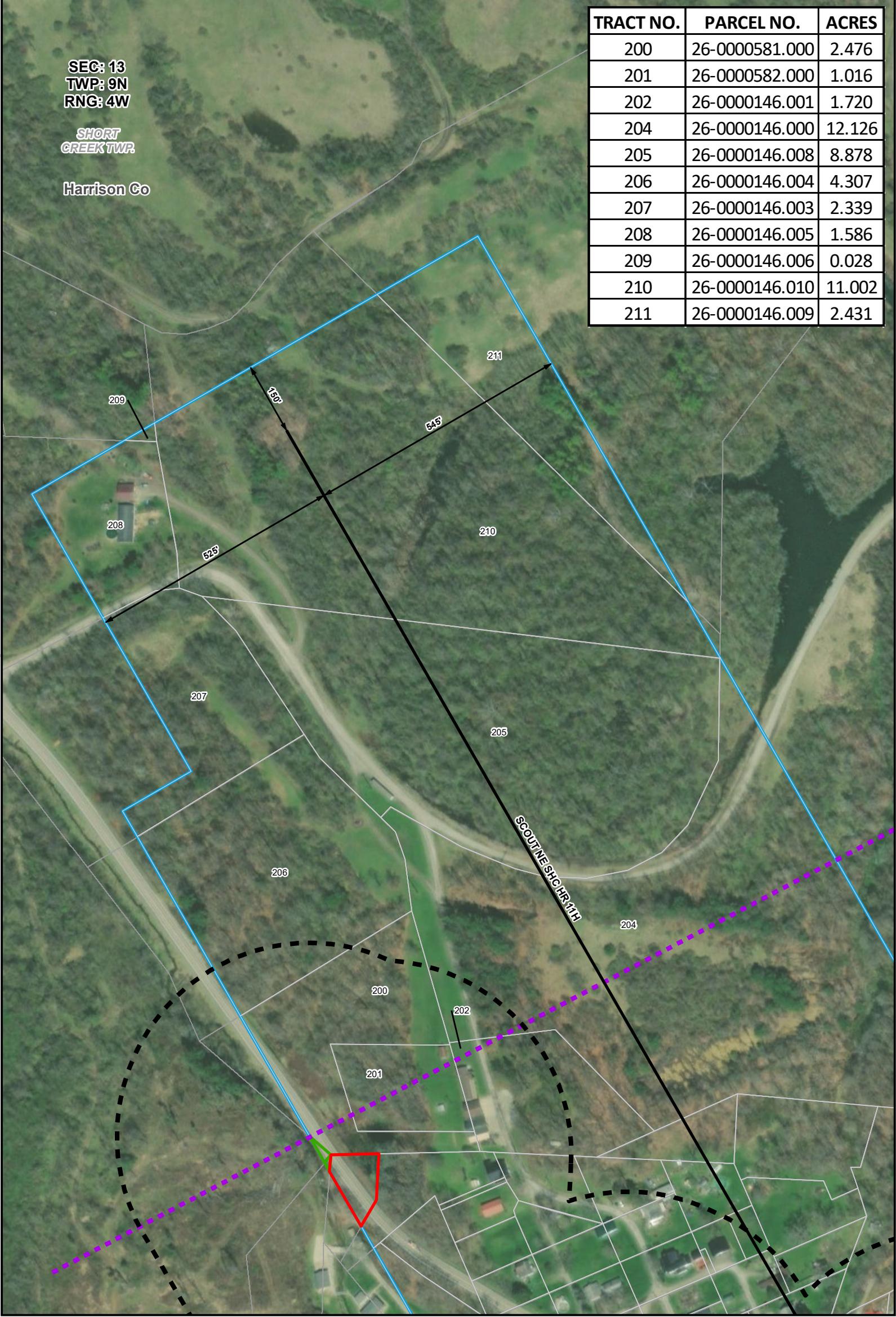
- Pad
- Lateral
- SCOUT NE SHC HR - 548.482 Ac.
- Leased
- Uncommitted
- Unleased/Partially Unleased
- 400 Ft Buffer
- Counties
- Townships
- PLSS Section
- Tax Parcels

SEC: 13
 TWP: 9N
 RNG: 4W

SHORT
 CREEK TWP

Harrison Co

TRACT NO.	PARCEL NO.	ACRES
200	26-0000581.000	2.476
201	26-0000582.000	1.016
202	26-0000146.001	1.720
204	26-0000146.000	12.126
205	26-0000146.008	8.878
206	26-0000146.004	4.307
207	26-0000146.003	2.339
208	26-0000146.005	1.586
209	26-0000146.006	0.028
210	26-0000146.010	11.002
211	26-0000146.009	2.431



NAD 1927 UTM Zone 17N

SCOUT NE SHC HR EXHIBIT 4b : AERIAL MAP



1 in = 224 ft

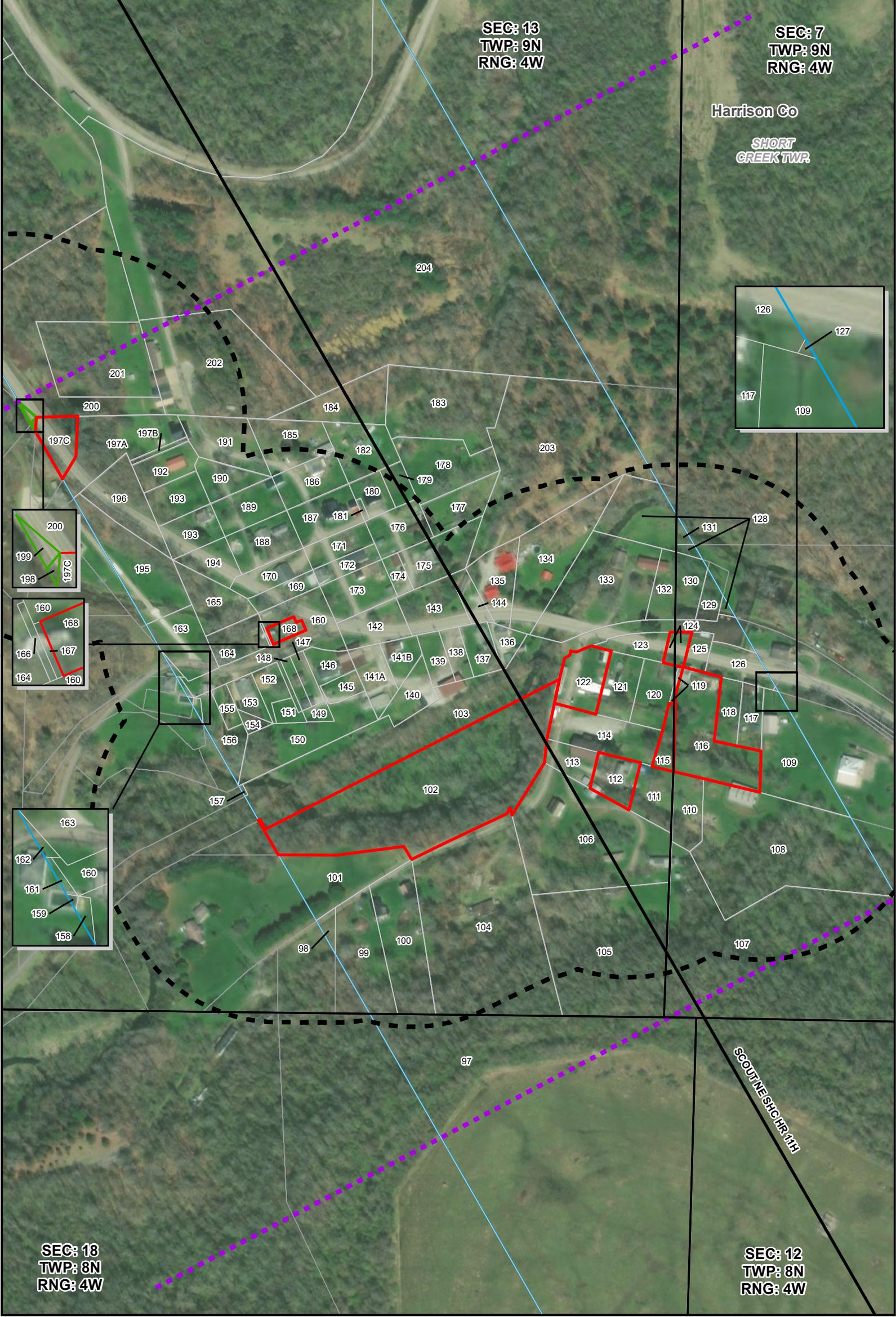
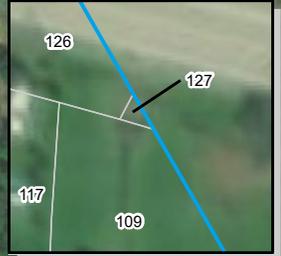
Legend	
	Lateral
	SCOUT NE SHC HR - 548.482 Ac.
	Leased
	Uncommitted
	Unleased/Partially Unleased
	400 Ft Buffer
	Counties
	Townships
	PLSS Section
	Tax Parcels

SEC: 13
TWP: 9N
RNG: 4W

SEC: 7
TWP: 9N
RNG: 4W

Harrison Co

SHORT
CREEK TWP



SEC: 18
TWP: 8N
RNG: 4W

SEC: 12
TWP: 8N
RNG: 4W

SCOUT NE SHC HR EXHIBIT 4c : AERIAL MAP

0 165 330 660 Feet

1 in = 258 ft



NAD 1927 UTM Zone 17N

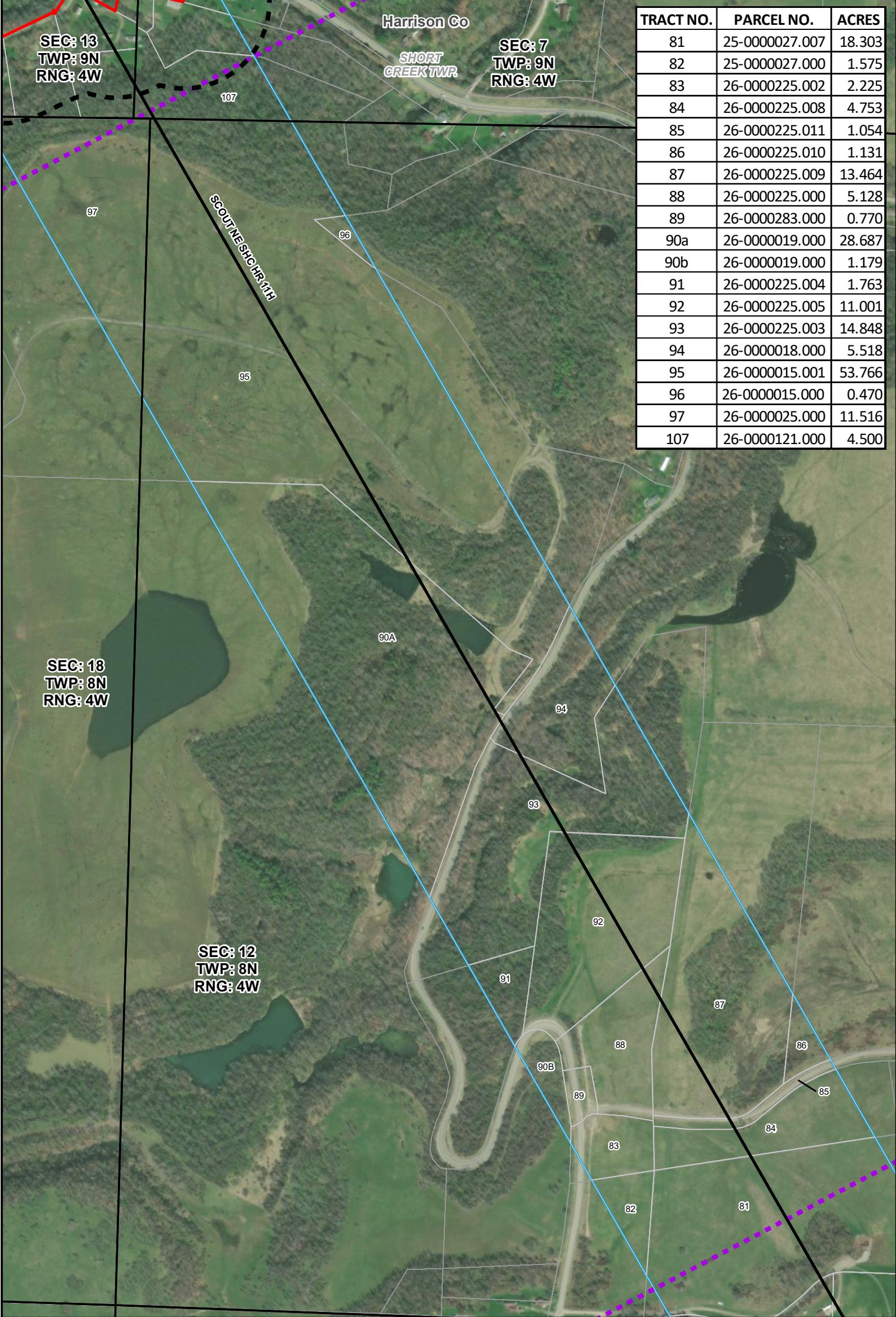
Legend

- Lateral
- SCOUT NE SHC HR - 548.482 Ac.
- Leased
- Uncommitted
- Unleased/Partially Unleased
- 400 Ft Buffer
- Counties
- Townships
- PLSS Section
- Tax Parcels

TRACT NO.	PARCEL NO.	ACRES	TRACT NO.	PARCEL NO.	ACRES
97	26-000025.000	11.516	151	26-0000465.001	0.078
98	26-0000393.000	0.058	152	26-0000464.000	0.147
99	26-0000391.000	0.625	153	26-0000463.000	0.150
100	26-0000390.000	0.796	154	26-0000465.000	0.050
101	26-0000392.000	0.628	155	26-0000472.000	0.095
102	26-0000149.000	3.011	156	26-0000138.003	0.246
103	26-0000551.000	2.394	157	26-0000138.001	0.006
104	26-0000148.000	2.792	158	26-0000476.000	0.017
105	26-0000505.000	2.029	159	26-0000478.000	0.003
106	26-0000386.000	1.798	160	26-0000469.000	0.673
107	26-0000121.000	4.500	161	26-0000477.000	0.012
108	26-0000126.001	2.170	162	26-0000556.000	0.014
109	26-0000387.000	0.746	163	26-0000368.000	0.395
110	26-0000371.000	0.285	164	26-0000410.000	0.252
111	26-0000370.000	0.313	165	26-0000415.000	0.354
112	26-0000479.000	0.257	166	26-0000408.000	0.007
113	26-0000647.000	0.218	167	26-0000336.000	0.005
114	26-0000650.000	0.533	168	26-0000337.000	0.076
115	26-0000384.000	0.120	169	26-0000467.000	0.158
116	26-0000385.000	0.805	170	26-0000468.000	0.249
117	26-0000643.000	0.182	171	26-0000407.000	0.214
118	26-0000352.000	0.188	172	26-0000355.000	0.153
119	26-0000383.000	0.021	173	26-0000427.000	0.363
120	26-0000382.000	0.295	174	26-0000413.000	0.095
121	26-0000342.000	0.294	175	26-0000414.000	0.412
122	26-0000394.000	0.347	176	26-0000409.000	0.311
123	26-0000438.000	0.191	177	26-0000411.000	0.321
124	26-0000000.000_SHC_SW_7_3	0.098	178	26-0000457.000	0.584
125	26-0000577.001	0.111	179	26-0000456.000	0.128
126	26-0000492.000	0.281	180	26-0000378.000	0.168
127	26-0000388.000	0.006	181	26-0000378.002	0.016
128	26-0000551.002	0.594	182	26-0000381.000	0.402
129	26-0000577.000	0.113	183	26-0000376.000	1.069
130	26-0000576.000	0.221	184	26-0000377.000	0.472
131	26-0000115.000	0.043	185	26-0000380.000	0.421
132	26-0000576.001	0.203	186	26-0000379.000	0.324
133	26-0000423.000	1.143	187	26-0000455.000	0.367
134	26-0000334.000	0.860	188	26-0000466.000	0.367
135	26-0000335.000	0.366	189	26-0000449.000	0.324
136	26-0000357.000	0.121	190	26-0000374.000	0.231
137	26-0000356.000	0.194	191	26-0000375.000	0.444
138	26-0000426.000	0.137	192	26-0000596.000	0.249
139	26-0000488.000	0.155	193	26-0000359.000	0.550
140	26-0000487.000	0.235	194	26-0000360.000	0.228
141a	26-0000489.000	0.260	195	26-0000369.000	0.727
141b	26-0000489.000	0.167	196	26-0000361.000	0.473
142	26-0000397.000	0.308	197a	26-0000431.000	0.686
143	26-0000447.000	0.378	197b	26-0000431.000	0.035
144	26-0000334.001	0.142	197c	26-0000431.000	0.229
145	26-0000338.001	0.112	198	26-0000140.001	0.005
146	26-0000646.000	0.174	199	26-0000140.003	0.014
147	26-0000424.000	0.102	200	26-0000581.000	2.476
148	26-0000471.000	0.076	201	26-0000582.000	1.016
149	26-0000425.000	0.058	202	26-0000146.001	1.720
150	26-0000338.000	0.634	203	26-0000146.002	2.399
			204	26-0000146.000	12.126



SCOUT NE SHC HR
EXHIBIT 4c MAP TABLE

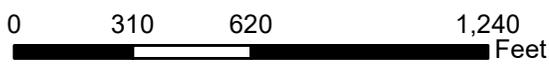


TRACT NO.	PARCEL NO.	ACRES
81	25-000027.007	18.303
82	25-000027.000	1.575
83	26-0000225.002	2.225
84	26-0000225.008	4.753
85	26-0000225.011	1.054
86	26-0000225.010	1.131
87	26-0000225.009	13.464
88	26-0000225.000	5.128
89	26-0000283.000	0.770
90a	26-0000019.000	28.687
90b	26-0000019.000	1.179
91	26-0000225.004	1.763
92	26-0000225.005	11.001
93	26-0000225.003	14.848
94	26-0000018.000	5.518
95	26-0000015.001	53.766
96	26-0000015.000	0.470
97	26-0000025.000	11.516
107	26-0000121.000	4.500



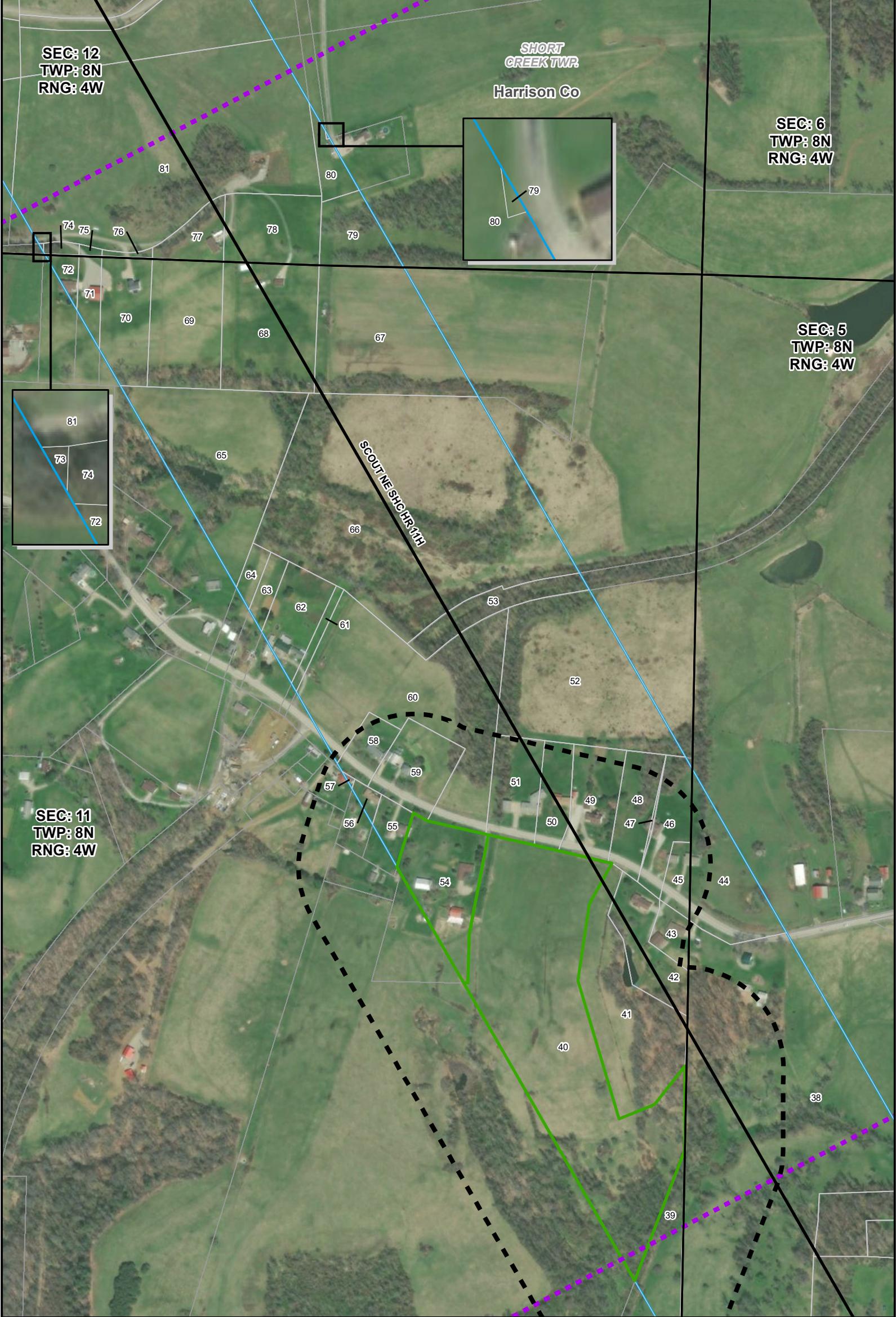
NAD 1927 UTM Zone 17N

SCOUT NE SHC HR EXHIBIT 4d : AERIAL MAP



1 in = 500 ft

Legend	
	Lateral
	SCOUT NE SHC HR - 548.482 Ac.
	Leased
	Uncommitted
	Unleased/Partially Unleased
	400 Ft Buffer
	Counties
	Townships
	PLSS Section
	Tax Parcels



SEC: 12
TWP: 8N
RNG: 4W

SHORT
CREEK TWP
Harrison Co

SEC: 6
TWP: 8N
RNG: 4W

SEC: 5
TWP: 8N
RNG: 4W

SEC: 11
TWP: 8N
RNG: 4W

SCOUT NE SHC HR TWP

SCOUT NE SHC HR
EXHIBIT 4e : AERIAL MAP



1 in = 438 ft



NAD 1927 UTM Zone 17N

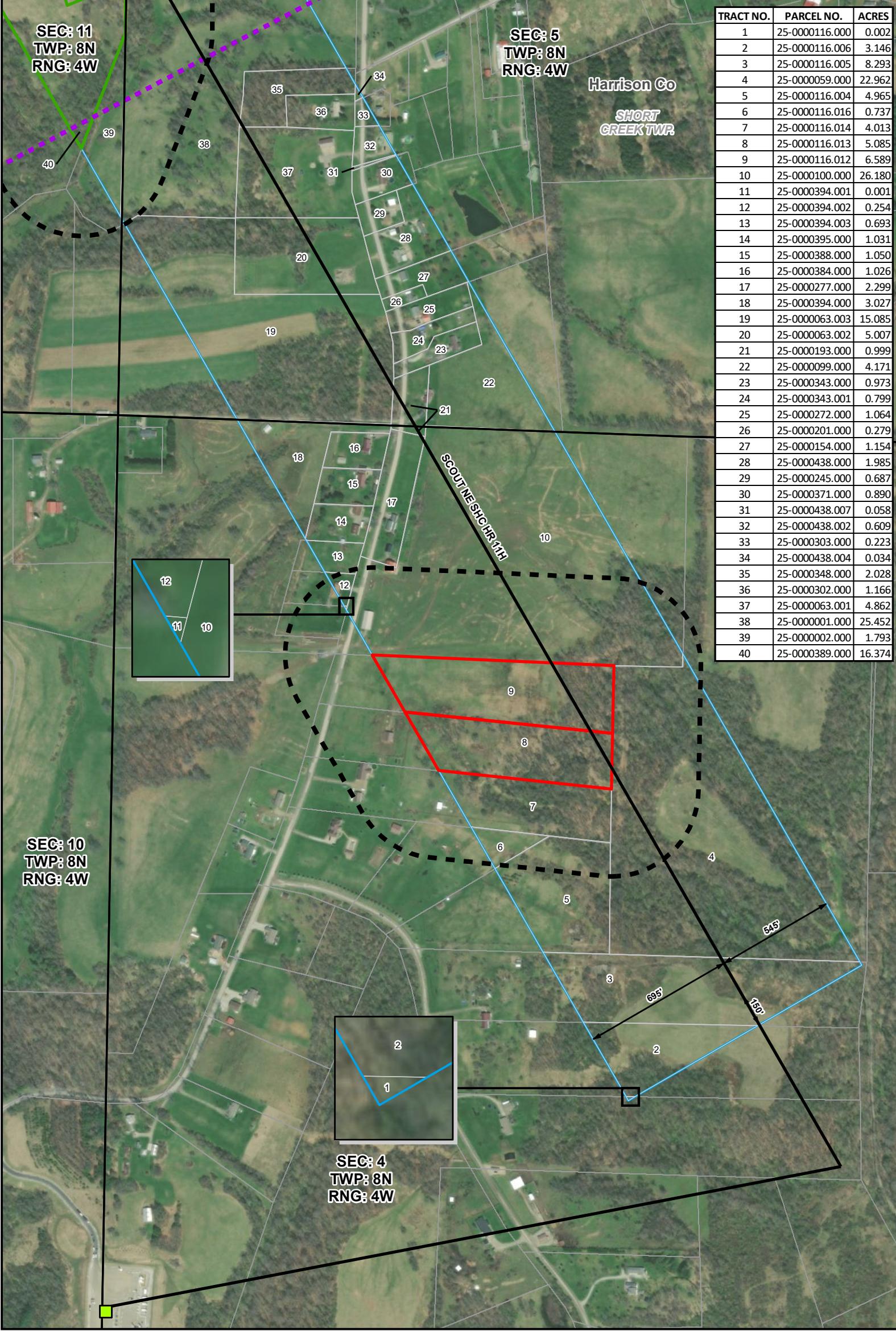
Legend

Lateral	400 Ft Buffer
SCOUT NE SHC HR - 548.482 Ac.	Counties
Leased	Townships
Uncommitted	PLSS Section
Unleased/Partially Unleased	Tax Parcels

TRACT NO.	PARCEL NO.	ACRES
38	25-0000001.000	25.452
39	25-0000002.000	1.793
40	25-0000389.000	16.374
41	25-0000389.001	4.499
42	25-0000390.000	2.102
43	25-0000252.000	0.631
44	25-0000088.001	3.147
45	25-0000287.000	0.641
46	25-0000301.000	1.557
47	25-0000301.002	0.075
48	25-0000301.001	1.607
49	25-0000397.000	2.043
50	25-0000396.001	1.141
51	25-0000398.000	1.896
52	25-0000396.000	7.588
53	26-0000551.001	1.537
54	25-0000389.003	3.058
55	25-0000313.000	0.584
56	25-0000285.000	0.228
57	25-0000469.000	0.026
58	25-0000299.002	0.857
59	25-0000299.001	2.033
60	25-0000299.000	9.327
61	25-0000296.001	0.366
62	25-0000296.000	1.751
63	25-0000337.000	0.498
64	25-0000192.000	0.398
65	25-0000122.000	7.018
66	25-0000396.002	19.316
67	25-0000028.001	6.117
68	25-0000028.004	4.594
69	25-0000028.005	3.514
70	25-0000028.008	2.252
71	25-0000028.006	0.650
72	25-0000028.003	0.348
73	25-0000027.011	0.006
74	26-0000225.006	0.160
75	25-0000027.006	0.077
76	25-0000027.010	0.112
77	25-0000027.005	1.058
78	25-0000027.004	2.491
79	25-0000027.001	1.689
80	25-0000027.009	0.729
81	25-0000027.007	18.303



SCOUT NE SHC HR
EXHIBIT 4e MAP TABLE



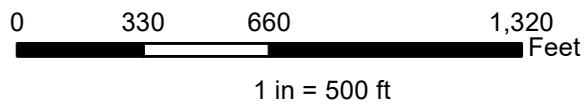
TRACT NO.	PARCEL NO.	ACRES
1	25-0000116.000	0.002
2	25-0000116.006	3.146
3	25-0000116.005	8.293
4	25-000059.000	22.962
5	25-0000116.004	4.965
6	25-0000116.016	0.737
7	25-0000116.014	4.013
8	25-0000116.013	5.085
9	25-0000116.012	6.589
10	25-0000100.000	26.180
11	25-0000394.001	0.001
12	25-0000394.002	0.254
13	25-0000394.003	0.693
14	25-0000395.000	1.031
15	25-0000388.000	1.050
16	25-0000384.000	1.026
17	25-0000277.000	2.299
18	25-0000394.000	3.027
19	25-000063.003	15.085
20	25-000063.002	5.007
21	25-0000193.000	0.999
22	25-0000099.000	4.171
23	25-0000343.000	0.973
24	25-0000343.001	0.799
25	25-0000272.000	1.064
26	25-0000201.000	0.279
27	25-0000154.000	1.154
28	25-0000438.000	1.985
29	25-0000245.000	0.687
30	25-0000371.000	0.890
31	25-0000438.007	0.058
32	25-0000438.002	0.609
33	25-0000303.000	0.223
34	25-0000438.004	0.034
35	25-0000348.000	2.028
36	25-0000302.000	1.166
37	25-000063.001	4.862
38	25-0000001.000	25.452
39	25-0000002.000	1.793
40	25-0000389.000	16.374

SEC: 10
TWP: 8N
RNG: 4W

SEC: 4
TWP: 8N
RNG: 4W



SCOUT NE SHC HR EXHIBIT 4f : AERIAL MAP



NAD 1927 UTM Zone 17N

Legend

- Pad
- Lateral
- SCOUT NE SHC HR - 548.482 Ac.
- Leased
- Uncommitted
- Unleased/Partially Unleased
- 400 Ft Buffer
- Counties
- Townships
- PLSS Section
- Tax Parcels

TRACT NO.	PARCEL NO.	ACRES	EXHIBIT	TRACT NO.	PARCEL NO.	ACRES	EXHIBIT	TRACT NO.	PARCEL NO.	ACRES	EXHIBIT
1	25-0000116.000	0.002	4f	73	25-0000027.011	0.006	4e	143	26-0000447.000	0.378	4c
2	25-0000116.006	3.146	4f	74	26-0000225.006	0.160	4e	144	26-0000334.001	0.142	4c
3	25-0000116.005	8.293	4f	75	25-0000027.006	0.077	4e	145	26-0000338.001	0.112	4c
4	25-0000059.000	22.962	4f	76	25-0000027.010	0.112	4e	146	26-0000646.000	0.174	4c
5	25-0000116.004	4.965	4f	77	25-0000027.005	1.058	4e	147	26-0000424.000	0.102	4c
6	25-0000116.016	0.737	4f	78	25-0000027.004	2.491	4e	148	26-0000471.000	0.076	4c
7	25-0000116.014	4.013	4f	79	25-0000027.001	1.689	4e	149	26-0000425.000	0.058	4c
8	25-0000116.013	5.085	4f	80	25-0000027.009	0.729	4e	150	26-0000338.000	0.634	4c
9	25-0000116.012	6.589	4f	81	25-0000027.007	18.303	4d/4e	151	26-0000465.001	0.078	4c
10	25-0000100.000	26.180	4f	82	25-0000027.000	1.575	4d	152	26-0000464.000	0.147	4c
11	25-0000394.001	0.001	4f	83	26-0000225.002	2.225	4d	153	26-0000463.000	0.150	4c
12	25-0000394.002	0.254	4f	84	26-0000225.008	4.753	4d	154	26-0000465.000	0.050	4c
13	25-0000394.003	0.693	4f	85	26-0000225.011	1.054	4d	155	26-0000472.000	0.095	4c
14	25-0000395.000	1.031	4f	86	26-0000225.010	1.131	4d	156	26-0000138.003	0.246	4c
15	25-0000388.000	1.050	4f	87	26-0000225.009	13.464	4d	157	26-0000138.001	0.006	4c
16	25-0000384.000	1.026	4f	88	26-0000225.000	5.128	4d	158	26-0000476.000	0.017	4c
17	25-0000277.000	2.299	4f	89	26-0000283.000	0.770	4d	159	26-0000478.000	0.003	4c
18	25-0000394.000	3.027	4f	90a	26-0000019.000	28.687	4d	160	26-0000469.000	0.673	4c
19	25-0000063.003	15.085	4f	90b	26-0000019.000	1.179	4d	161	26-0000477.000	0.012	4c
20	25-0000063.002	5.007	4f	91	26-0000225.004	1.763	4d	162	26-0000556.000	0.014	4c
21	25-0000193.000	0.999	4f	92	26-0000225.005	11.001	4d	163	26-0000368.000	0.395	4c
22	25-0000099.000	4.171	4f	93	26-0000225.003	14.848	4d	164	26-0000410.000	0.252	4c
23	25-0000343.000	0.973	4f	94	26-0000018.000	5.518	4d	165	26-0000415.000	0.354	4c
24	25-0000343.001	0.799	4f	95	26-0000015.001	53.766	4d	166	26-0000408.000	0.007	4c
25	25-0000272.000	1.064	4f	96	26-0000015.000	0.470	4d	167	26-0000336.000	0.005	4c
26	25-0000201.000	0.279	4f	97	26-0000025.000	11.516	4c/4d	168	26-0000337.000	0.076	4c
27	25-0000154.000	1.154	4f	98	26-0000393.000	0.058	4c	169	26-0000467.000	0.158	4c
28	25-0000438.000	1.985	4f	99	26-0000391.000	0.625	4c	170	26-0000468.000	0.249	4c
29	25-0000245.000	0.687	4f	100	26-0000390.000	0.796	4c	171	26-0000407.000	0.214	4c
30	25-0000371.000	0.890	4f	101	26-0000392.000	0.628	4c	172	26-0000355.000	0.153	4c
31	25-0000438.007	0.058	4f	102	26-0000149.000	3.011	4c	173	26-0000427.000	0.363	4c
32	25-0000438.002	0.609	4f	103	26-0000551.000	2.394	4c	174	26-0000413.000	0.095	4c
33	25-0000303.000	0.223	4f	104	26-0000148.000	2.792	4c	175	26-0000414.000	0.412	4c
34	25-0000438.004	0.034	4f	105	26-0000505.000	2.029	4c	176	26-0000409.000	0.311	4c
35	25-0000348.000	2.028	4f	106	26-0000386.000	1.798	4c	177	26-0000411.000	0.321	4c
36	25-0000302.000	1.166	4f	107	26-0000121.000	4.500	4c/4d	178	26-0000457.000	0.584	4c
37	25-0000063.001	4.862	4f	108	26-0000126.001	2.170	4c	179	26-0000456.000	0.128	4c
38	25-0000001.000	25.452	4e/4f	109	26-0000387.000	0.746	4c	180	26-0000378.000	0.168	4c
39	25-0000002.000	1.793	4e/4f	110	26-0000371.000	0.285	4c	181	26-0000378.002	0.016	4c
40	25-0000389.000	16.374	4e/4f	111	26-0000370.000	0.313	4c	182	26-0000381.000	0.402	4c
41	25-0000389.001	4.499	4e	112	26-0000479.000	0.257	4c	183	26-0000376.000	1.069	4c
42	25-0000390.000	2.102	4e	113	26-0000647.000	0.218	4c	184	26-0000377.000	0.472	4c
43	25-0000252.000	0.631	4e	114	26-0000650.000	0.533	4c	185	26-0000380.000	0.421	4c
44	25-0000088.001	3.147	4e	115	26-0000384.000	0.120	4c	186	26-0000379.000	0.324	4c
45	25-0000287.000	0.641	4e	116	26-0000385.000	0.805	4c	187	26-0000455.000	0.367	4c
46	25-0000301.000	1.557	4e	117	26-0000643.000	0.182	4c	188	26-0000466.000	0.367	4c
47	25-0000301.002	0.075	4e	118	26-0000352.000	0.188	4c	189	26-0000449.000	0.324	4c
48	25-0000301.001	1.607	4e	119	26-0000383.000	0.021	4c	190	26-0000374.000	0.231	4c
49	25-0000397.000	2.043	4e	120	26-0000382.000	0.295	4c	191	26-0000375.000	0.444	4c
50	25-0000396.001	1.141	4e	121	26-0000342.000	0.294	4c	192	26-0000596.000	0.249	4c
51	25-0000398.000	1.896	4e	122	26-0000394.000	0.347	4c	193	26-0000359.000	0.550	4c
52	25-0000396.000	7.588	4e	123	26-0000438.000	0.191	4c	194	26-0000360.000	0.228	4c
53	26-0000551.001	1.537	4e	124	26-0000000.000_SHC_SW_7_3	0.098	4c	195	26-0000369.000	0.727	4c
54	25-0000389.003	3.058	4e	125	26-0000577.001	0.111	4c	196	26-0000361.000	0.473	4c
55	25-0000313.000	0.584	4e	126	26-0000492.000	0.281	4c	197a	26-0000431.000	0.686	4c
56	25-0000285.000	0.228	4e	127	26-0000388.000	0.006	4c	197b	26-0000431.000	0.035	4c
57	25-0000469.000	0.026	4e	128	26-0000551.002	0.594	4c	197c	26-0000431.000	0.229	4c
58	25-0000299.002	0.857	4e	129	26-0000577.000	0.113	4c	198	26-0000140.001	0.005	4c
59	25-0000299.001	2.033	4e	130	26-0000576.000	0.221	4c	199	26-0000140.003	0.014	4c
60	25-0000299.000	9.327	4e	131	26-0000115.000	0.043	4c	200	26-0000581.000	2.476	4b/4c
61	25-0000296.001	0.366	4e	132	26-0000576.001	0.203	4c	201	26-0000582.000	1.016	4b/4c
62	25-0000296.000	1.751	4e	133	26-0000423.000	1.143	4c	202	26-0000146.001	1.720	4b/4c
63	25-0000337.000	0.498	4e	134	26-0000334.000	0.860	4c	203	26-0000146.002	2.399	4c
64	25-0000192.000	0.398	4e	135	26-0000335.000	0.366	4c	204	26-0000146.000	12.126	4b/4c
65	25-0000122.000	7.018	4e	136	26-0000357.000	0.121	4c	205	26-0000146.008	8.878	4b
66	25-0000396.002	19.316	4e	137	26-0000356.000	0.194	4c	206	26-0000146.004	4.307	4b
67	25-0000028.001	6.117	4e	138	26-0000426.000	0.137	4c	207	26-0000146.003	2.339	4b
68	25-0000028.004	4.594	4e	139	26-0000488.000	0.155	4c	208	26-0000146.005	1.586	4b
69	25-0000028.005	3.514	4e	140	26-0000487.000	0.235	4c	209	26-0000146.006	0.028	4b
70	25-0000028.008	2.252	4e	141a	26-0000489.000	0.260	4c	210	26-0000146.010	11.002	4b
71	25-0000028.006	0.650	4e	141b	26-0000489.000	0.167	4c	211	26-0000146.009	2.431	4b
72	25-0000028.003	0.348	4e	142	26-0000397.000	0.308	4c		TOTAL:	548.482	



SCOUT NE SHC HR MAP TABLE

EXHIBIT 5: ENGINEERING CALCULATIONS

Unitized SCOUT NE SHC HR

Well Name	Lateral Length (ft.)	Gross Capital (\$M)	Undiscounted Value (\$M)	PV 10 (\$M)	Gross Ultimate Gas (MMcf)	Gross Ultimate Oil (Mbo)	Gross Reserves (Mmcf)
SCOUT NE SHC HR 11H	19,099	\$ 13,669	\$ 118,911	\$ 53,069	41,954	-	41,954
Total	19,099	\$ 13,669	\$ 118,911	\$ 53,069	41,954	-	41,954

Non-Unitized SCOUT NE SHC HR

Well Name	Lateral Length (ft.)	Gross Capital (\$M)	Undiscounted Value (\$M)	PV 10 (\$M)	Gross Ultimate Gas (MMcf)	Gross Ultimate Oil (Mbo)	Gross Reserves (Mmcf)
SCOUT NE SHC HR 11H	727	\$ 4,801	\$ (1,606)	\$ (2,455)	1,600	-	1,600
Total	727	\$ 4,801	\$ (1,606)	\$ (2,455)	1,600	-	1,600

Difference

Well Name	Lateral Length (ft.)	Gross Capital (\$M)	Undiscounted Value (\$M)	PV 10 (\$M)	Gross Ultimate Gas (MMcf)	Gross Ultimate Oil (Mbo)	Gross Reserves (Mmcf)
SCOUT NE SHC HR 11H	18,372	8,868	120,517	55,524	40,354	-	40,354
Total	18,372	8,868	120,517	55,524	40,354	-	40,354
%Δ	96.19%	64.88%	101.35%	104.63%	96.19%		96.19%

Lease Operating Expenses - First Five Years - Unitization

Well Name	Variable Op Cost Oil (\$M)	Variable Op Cost Gas (\$M)	Variable Op Cost Water (\$M)	Fixed Op Cost (\$M)	Total Op Cost (\$M)
SCOUT NE SHC HR 11H	\$ -	\$ 484.34	\$ 528.73	\$ 177.69	\$ 1,190.75
Total	\$ -	\$ 484.34	\$ 528.73	\$ 177.69	\$ 1,190.75

Operating Costs

Variable Oil (\$/bbl)	\$	-
Variable Gas (\$/Mcf)	\$	0.02
Variable Water (\$/bbl)	\$	4.62
Fixed Op Costs (\$/Month)	\$	2,962

Lease Operating Expenses - First Five Years - Non-Unitization

Well Name	Variable Op Cost Oil (\$M)	Variable Op Cost Gas (\$M)	Variable Op Cost Water (\$M)	Fixed Op Cost (\$M)	Total Op Cost (\$M)
SCOUT NE SHC HR 11H	\$ -	\$ 18.42	\$ 20.48	\$ 177.69	\$ 216.59
Total	\$ -	\$ 18.42	\$ 20.48	\$ 177.69	\$ 216.59

3/31/2023 Strip Price

Year	Gas Price (\$/mcf)	Oil Price (\$/Bo)
2023	\$ 2.75	\$ 74.34
2024	\$ 3.63	\$ 71.10
2025	\$ 4.24	\$ 67.39
2026	\$ 4.27	\$ 64.40
2027	\$ 4.22	\$ 61.68
2028	\$ 4.24	\$ 59.36
2029	\$ 4.33	\$ 57.16
2030	\$ 4.35	\$ 54.99
2031	\$ 4.38	\$ 53.03
2032	\$ 4.42	\$ 51.49
2033	\$ 4.54	\$ 50.17
2034	\$ 4.69	\$ 49.56
LIFE	\$ 4.90	\$ 49.55

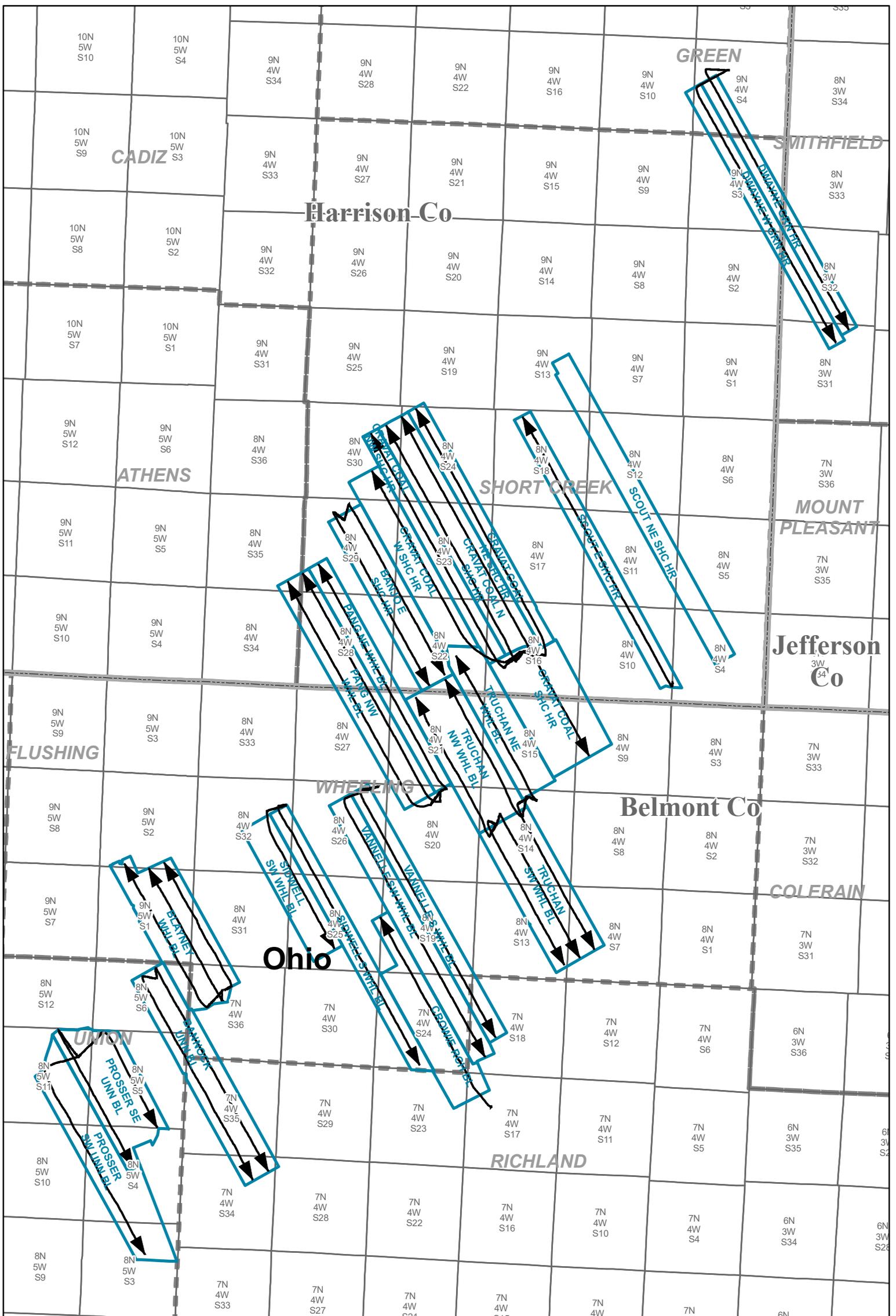


SCOUT NE SHC HR EXHIBIT 6 : ADJACENT UNITS

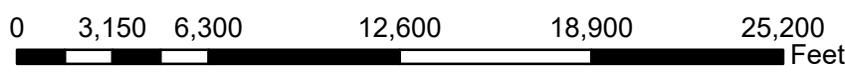


1 in = 3,333 ft

- Pad
- Planned Units
- Producing Units
- Producing Laterals
- Townships
- PLSS Section
- Counties
- Tax Parcels



SCOUT NE SHC HR EXHIBIT 7: RESERVE CALCULATION



Legend	
	Producing
	ARU Units

EXHIBIT 7**SCOUT NE SHC HR Unit – Reserve Calculations Wells**

WELL NAME	API NO.	LATERAL LENGTH (ft.)	PROD. START DATE	DISTANCE FROM UNIT(mi.)
BANJO E SHC HR 4H	34067216090000	10,556	7/23/2020	2
BANJO E SHC HR 6H	34067216080000	10,555	7/23/2020	2
BANNOCK UNN BL 2H	34013213750000	12,298	6/25/2019	7
BANNOCK UNN BL 4H	34013213760000	12,280	6/25/2019	7
BLAYNEY N WHL BL 3H	34013209680000	7,798	5/1/2018	6
BLAYNEY W WHL BL 1H-A	34013212970000	8,797	5/1/2018	6
BLAYNEY E WHL BL 5H-A	34013212980000	7,447	4/30/2018	6
CRAVAT COAL N SHC HR 9H-A	34067216720000	14,488	4/2/2021	2
CRAVAT COAL N SHC HR 7H	34067216600000	14,405	4/2/2021	2
CRAVAT COAL NE SHC HR 11H	34067216620000	15,012	4/13/2021	1
CRAVAT COAL NW SHC HR 5H	34067216590000	14,324	4/14/2021	2
CRAVAT COAL SHC HR 6H	34067213990000	6,193	7/23/2017	1
CRAVAT COAL W SHC HR 3H	34067216580000	10,967	4/2/2021	2
CROWIE RCH BL 3H	34013214110000	11,315	11/3/2019	4
DWAYNE GRN HR 4H	34067216880000	15,895	2/7/2022	3
DWAYNE W GRN HR 2H	34067216860000	15,894	2/8/2022	3
PANG NE WHL BL 5H	34013214410000	13,876	6/30/2020	3
PANG NW WHL BL 3H	34013214420000	14,131	6/30/2020	3
PANG NW WHL BL 1H	34013214430000	14,143	6/30/2020	3
PROSSER SE UNN BL 6H	34013213370000	8,277	10/6/2018	8
PROSSER SE UNN BL 10H	34013211480000	5,673	10/6/2017	8
PROSSER SW UNN BL 2H	34013211490000	11,543	10/6/2017	8
SCOUT E SHC HR 5H	34067216820000	16,776	10/22/2021	1
SIDWELL S WHL BL 6H	34013210240000	15,924	6/17/2017	5
SIDWELL SW WHL BL 4H	34013210230000	7,920	6/17/2017	5
TRUCHAN NE WHL BL 1H	34013209600000	8,620	9/2/2016	2
TRUCHAN NW WHL BL 5H	34013209610000	8,197	9/2/2016	3
TRUCHAN NW WHL BL 1H	34013212490000	8,258	2/25/2018	3
TRUCHAN SW WHL BL 6H	34013209630000	8,549	9/7/2016	3
TRUCHAN SW WHL BL 4H	34013212460000	8,602	2/26/2018	3
TRUCHAN SW WHL BL 2H	34013212470000	8,961	2/25/2018	3
VANNELLE S WHL BL 4H	34013214850000	15,367	11/26/2021	4
VANNELLE SW WHL BL 2H	34013214830000	15,980	11/26/2021	4

Scout NE SHC HR

Scout NE SHC HR				
Tract(s)	Owner	Parcel No(s)	Land Use	Address
8 9	AMP IV, LP ATTN: Mark Philip Thomas, Jr.	25-0000116.013 25-0000116.012	Agricultural Agricultural	225 Ross Street, Suite 301 Pittsburgh, PA 15219
Date	Comment			
5/13/2021	Email - Broker sent an email to Mark Philip Thomas, Jr., who is the Chief Operating Officer of AMP IV, LP, regarding the lease and mineral purchase offers.			
5/13/2021	Email - Broker received an email from Mark Philip Thomas, Jr. who wrote he is out of town, but will review both the lease and mineral purchase offers next week.			
5/24/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease and mineral purchase offers.			
5/28/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease and mineral purchase offers.			
6/3/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease and mineral purchase offers.			
6/7/2021	Text Message - Broker sent a text message to Mark Philip Thomas, Jr. regarding scheduling a time to discuss the lease and mineral purchase offers.			
6/7/2021	Phone Call - Broker called and spoke with Mark Philip Thomas, Jr., who stated counteroffers above current lease and mineral purchase terms.			
6/9/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease and mineral purchase offers.			
6/9/2021	Email - Broker received an email from Mark Philip Thomas, Jr. who stated a counteroffer above current lease terms.			
6/10/2021	Phone Call - Broker called and spoke with Mark Philip Thomas, Jr. regarding the lease counteroffer and lease addendum language.			
6/11/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer and lease addendum language.			
6/11/2021	Email - Broker received an email from Mark Philip Thomas, Jr. with the lease addendum language attached.			
6/14/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer and lease addendum language.			
6/15/2021	Text Message - Broker received a text from Mark Philip Thomas, Jr. regarding the lease and mineral purchase offers.			
6/15/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
6/16/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
6/16/2021	Text Message - Broker received a text from Mark Philip Thomas, Jr. regarding the lease and mineral purchase offers.			
6/18/2021	Text Message - Broker sent a text message to Mark Philip Thomas, Jr. regarding the lease offer and lease addendum language.			
6/23/2021	Phone Call - Broker received a call from and spoke with Mark Philip Thomas, Jr. regarding the lease and mineral purchase offers.			
6/24/2021	Email - Broker received an email from Mark Philip Thomas, Jr. regarding the mineral purchase offer.			
6/29/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease and mineral purchase offers.			
7/5/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease and mineral purchase offers.			
7/7/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
7/13/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
7/15/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
7/22/2021	Phone Call - Broker called Mark Philip Thomas, Jr. and left a voicemail regarding the lease offer.			
7/29/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
8/3/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
8/4/2021	Email - Broker received an email from Mark Philip Thomas, Jr. regarding leasing.			
8/6/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding leasing.			
8/9/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding leasing.			
9/13/2021	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease and mineral purchase offers.			
2/22/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease and mineral purchase offers.			
7/5/2022	Phone Call - Broker called Mark Philip Thomas, Jr. and was unable to leave a voicemail.			
7/21/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding leasing.			
7/22/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
7/28/2022	Phone Call - Broker called Mark Philip Thomas, Jr. and left voicemail regarding the lease offer.			
8/2/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding scheduling a time to discuss the lease offer.			
8/3/2022	Email - Broker received an email from Mark Philip Thomas, Jr. regarding scheduling a time to discuss the lease offer tomorrow.			
8/5/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding scheduling a time to discuss the lease offer.			
8/29/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
9/1/2022	Text Message - Broker sent a text message to Mark Philip Thomas, Jr. regarding the lease offer.			
9/21/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding scheduling a time to discuss the lease offer.			
9/23/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding scheduling a time to discuss the lease offer.			
9/23/2022	Phone Call - Broker called and spoke with Mark Philip Thomas, Jr. regarding the lease offer. Philip said the offer was low, and told Broker he would email next week with a counteroffer.			
9/26/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
9/27/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
9/29/2022	Phone Call - Broker called and spoke with Mark Philip Thomas, Jr., who stated a counteroffer above current lease terms.			
10/7/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
10/11/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
10/12/2022	Phone Call - Broker called and spoke with Mark Philip Thomas, Jr. regarding the lease offer.			
10/13/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. containing the updated lease offer.			
10/19/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
10/24/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
10/31/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
11/9/2022	Phone Call - Broker called Mark Philip Thomas, Jr. and left voicemail regarding the lease offer.			
11/14/2022	Phone Call - Broker called Mark Philip Thomas, Jr. and left voicemail regarding the lease offer.			
11/14/2022	Text Message - Broker sent a text message to Mark Philip Thomas, Jr. regarding the lease offer.			
11/22/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
11/30/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.			
12/5/2022	Phone Call - Broker called Mark Philip Thomas, Jr. and left voicemail regarding the lease offer.			
12/5/2022	Phone Call - Broker called and spoke with Mark Philip Thomas, Jr. regarding the lease offer. Thomas requested Broker resend the subject parcels and lease offer.			
12/5/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer for the subject parcels.			

12/12/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.
12/14/2022	Text Message - Broker sent a text message to Mark Philip Thomas, Jr. regarding the lease offer.
12/21/2022	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.
12/26/2022	Email - Broker received an email from Mark Philip Thomas, Jr. regarding scheduling a meeting to discuss the lease offer.
12/27/2022	Phone Call - Broker called Mark Philip Thomas, Jr. and left a voicemail regarding the lease offer.
1/3/2023	Phone Call - Broker called and spoke with Mark Philip Thomas, Jr. regarding the lease offer.
1/6/2023	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer .
1/11/2023	Phone Call - Broker called and spoke with Mark Philip Thomas, Jr. regarding the lease offer.
1/13/2023	Phone Call - Broker called Mark Philip Thomas, Jr. and left a voicemail regarding the lease offer.
1/13/2023	Text Message - Broker sent a text message to Mark Philip Thomas, Jr. regarding the lease offer.
1/16/2023	Email - Broker received an email from Mark Philip Thomas, Jr. regarding the lease offer.
1/17/2023	Phone Call - Broker called Mark Philip Thomas, Jr. and left a voicemail regarding the lease offer.
1/17/2023	Text Message - Broker sent a text message to Mark Philip Thomas, Jr. regarding the lease offer.
1/17/2023	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.
1/18/2023	Phone Call - Broker called and spoke with Mark Philip Thomas, Jr. regarding the lease offer.
1/23/2023	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.
1/25/2023	Phone Call - Broker called Mark Philip Thomas, Jr. and left a voicemail regarding the lease offer.
1/25/2023	Text Message - Broker sent a text message to Mark Philip Thomas, Jr. regarding the lease offer.
1/25/2023	Phone Call - Broker received a call from and spoke with Mark Philip Thomas, Jr. regarding the lease offer.
1/30/2023	Phone Call - Broker called Mark Philip Thomas, Jr. and left a voicemail regarding the lease offer.
1/30/2023	Phone Call - Broker received a call from and spoke with Mark Philip Thomas, Jr. regarding the lease offer.
2/7/2023	Phone Call - Broker called Mark Philip Thomas, Jr. and left a voicemail regarding the lease offer.
2/7/2023	Text Message - Broker sent a text message to Mark Philip Thomas, Jr. regarding the lease offer.
2/9/2023	Phone Call - Broker called and spoke with Mark Philip Thomas, Jr. regarding the lease offer.
2/13/2023	Email - Broker sent an email to Mark Philip Thomas, Jr. regarding the lease offer.
2/15/2023	Phone Call - Broker called and spoke with Mark Philip Thomas, Jr. regarding the lease offer.
2/20/2023	Text Message - Broker sent a text message to Mark Philip Thomas, Jr. regarding the lease offer.
2/20/2023	Phone Call - Broker received a call from Mark Philip Thomas, Jr. regarding the lease offer.
2/21/2023	Phone Call - Broker called Mark Philip Thomas, Jr. and left a voicemail regarding the lease offer.
3/2/2023	Text Message - Broker received a text message from Mark Philip Thomas, Jr. regarding the lease offer.
3/2/2023	Text Message - Broker sent a text message to Mark Philip Thomas, Jr. regarding the lease offer.
3/7/2023	Text Message - Broker received a text message from Mark Philip Thomas, Jr. regarding the lease offer.
3/28/2023	Text Message - Broker received a text message from Mark Philip Thomas, Jr. regarding the lease offer.
4/5/2023	Text Message - Broker received a text message from Mark Philip Thomas, Jr. regarding the lease offer.
4/18/2023	Phone Call - Broker called Mark Philip Thomas, Jr. and left a voicemail regarding the lease offer.

Tract(s)	Owner	Parcel No(s)	Land Use	Address
102 122	Unknown Heirs and devisees of Patricia Ruckman, Deceased	26-0000149.000 26-0000394.000	Agricultural Residential	Unknown

Date	Comment
4/16/2019	Field Visit - Broker made a visit to the Ruckman residence, met with Larry Kabala, Patricia E. Ruckman's brother, regarding leasing.
4/25/2019	Field Visit - Broker made visit to the Ruckman residence, met with Patricia E. Ruckman and discussed the lease offer.
5/13/2019	Field Visit - Broker made visit to the Ruckman residence, no answer upon arrival.
6/10/2019	Field Visit - Broker made visit to the Ruckman residence, no answer upon arrival.
8/13/2019	Phone Call - Broker called Larry Kabala regarding the lease offer, was unable to leave a voicemail.
8/14/2019	Field Visit - Broker made visit to the Ruckman residence, nobody was home, so Broker left a business card.
8/26/2019	Phone Call - Broker called Larry Kabala regarding the lease offer, was unable to leave a voicemail
8/29/2019	Field Visit - Broker made a visit to the Ruckman residence regarding the lease offer, and spoke with Larry Kabala who stated Patricia is in a nursing home currently.
4/2/2020	Phone Call - Broker called Larry Kabala regarding the lease offer, was unable to leave a voicemail
5/4/2020	Phone Call - Broker called and spoke with Larry Kabala regarding the lease offer.
7/1/2020	Mail - Broker sent a letter regarding leasing to the Ruckman residence.
9/22/2020	Phone Call - Broker called and spoke with Larry Kabala regarding the lease offer.
11/10/2020	Phone Call - Broker called Larry Kabala regarding the lease offer, was unable to leave a voicemail
11/12/2020	Phone Call - Broker called and left a voicemail for Larry Kabala regarding the lease offer.
1/13/2021	Phone Call - Broker called and spoke with Larry Kabala regarding the lease offer.
2/26/2021	Field Visit - Broker made a visit to the Ruckman residence and spoke with Larry Kabala regarding the lease offer.
4/15/2021	Phone Call - Broker called and left a voicemail for Larry Kabala regarding the lease offer.
6/3/2021	Phone Call - Broker called and spoke with Larry Kabala, who stated that Patricia E. Ruckman had passed away.
6/25/2021	Phone Call - Broker called and left a voicemail for Larry Kabala requesting information about Patricia E. Ruckman's estate and heirs.
9/15/2021	Phone Call - Broker called multiple numbers associated with and left voicemails for Keith Fekete, Patricia E. Ruckman's son, regarding leasing.
9/15/2021	Email - Broker sent emails to multiple address associated with Keith Fekete, regarding leasing.
9/21/2021	Phone Call - Broker called and left a voicemail for Larry Kabala requesting information about Patricia E. Ruckman's estate and heirs.
11/8/2021	Phone Call - Broker called and spoke with Christine Frye, the daughter of Patricia E. Ruckman, regarding leasing.
11/16/2021	Phone Call - Broker called and left a voicemail for Larry Kabala, regarding Patricia's estate.
11/16/2021	Email - Broker sent an email to Keith Fekete regarding leasing.
11/19/2021	Phone Call - Broker called and left a voicemail for Larry Kabala regarding Patricia's estate.
11/19/2021	Phone Call - Broker called and left a voicemail for Larry Kabala regarding Patricia's estate.
12/1/2021	Phone Call - Broker received a voicemail from Christine Frye regarding leasing.
12/1/2021	Phone Call - Broker called and left a voicemail for Christine Frye regarding leasing.
12/2/2021	Phone Call - Broker received a call from and spoke with Christine Frye regarding contact information for Keith Fekete's son.
12/2/2021	Phone Call - Broker called and left a voicemail for Errett Fekete, Keith Fekete's son, regarding leasing.
12/3/2021	Field Visit - Broker visited the residence of Larry Kabala, no answer, so Broker left business card.
12/6/2021	Phone Call - Broker called and left a voicemail for Larry Kabala regarding Patricia's estate.

12/7/2021	Text Message - Broker sent a text message to Errett Fekete regarding his father Keith Fekete's contact information.
12/9/2021	Phone Call - Broker called and left a voicemail for Christine Frye regarding Patricia's estate.
12/10/2021	Phone Call - Broker received a call from and spoke with Christine Frye regarding Patricia's estate.
12/13/2021	Mail - Broker sent a letter regarding leasing to Christine Frye.
12/20/2021	Phone Call - Broker called and spoke to Larry Kabala regarding Patricia's estate.
12/20/2021	Phone Call - Broker called and left a voicemail for Keith Fekete regarding leasing.
12/27/2021	Phone Call - Broker called and left a voicemail for Christine Frye regarding the lease offer and affidavit of heirship.
12/30/2021	Phone Call - Broker received a call from Christine Frye, who stated that Keith Fekete recently passed away.
1/11/2022	Phone Call - Broker called and left a voicemail for Christine Frye regarding the lease offer and affidavit of heirship.
1/18/2022	Phone Call - Broker called and left a voicemail for Christine Frye regarding the lease offer and affidavit of heirship.
1/18/2022	Phone Call - Broker called multiple numbers and left a voicemail for Matthew Thomas, son of Patricia Ruckman, regarding the lease offer and affidavit of heirship.
1/19/2022	Phone Call - Broker called and was unable to leave a voicemail for Christine Frye.
1/21/2022	Field Visit - Broker visited the residence of Patricia Ruckman's son Jonathan Fekete, no answer, so Broker left a business card.
1/21/2022	Field Visit - Broker visited the residence of Patricia Ruckman's son Matthew Thomas, no answer, so Broker left a business card.
1/28/2022	Text Message - Broker sent a text message to Christine Frye regarding the affidavit of heirship documents.
1/31/2022	Phone Call - Broker received a call from and spoke with Christine Frye regarding the affidavit of heirship documents.
2/2/2022	Text Message - Broker exchanged text messages with Christine Frye regarding the affidavit of heirship documents.
2/2/2022	Phone Call - Broker called and spoke with Matthew Thomas regarding the affidavit of heirship.
2/3/2022	Phone Call - Broker received a voicemail from Matthew Thomas regarding the lease offer.
2/3/2022	Phone Call - Broker called and left a voicemail for Matthew Thomas regarding the lease offer.
2/3/2022	Text Message - Broker received text messages from Matthew Thomas regarding the lease offer.
2/3/2022	Text Message - Broker received text messages from Matthew Thomas regarding the lease offer.
2/3/2022	Text Message - Broker received text messages from Matthew Thomas regarding the lease offer.
2/4/2022	Text Message - Broker received text messages from Matthew Thomas regarding the lease offer.
2/24/2022	Text Message - Broker sent a text message to Matthew Thomas regarding the lease offer.
2/24/2022	Text Message - Broker received a text message from Matthew Thomas regarding the lease offer.
3/24/2022	Text Message - Broker sent a text message to Matthew Thomas regarding the lease offer.
3/28/2022	Text Message - Broker sent a text message to Matthew Thomas regarding the lease offer.
3/28/2022	Phone Call - Broker called and left a voicemail with the Eques White Law Office to see if they were handling the estate of Patricia Ruckman.
3/28/2022	Phone Call - Broker called Travis Collins Attorney at Law to see if they were handling the estate of Patricia Ruckman. No answer and unable to leave voicemail.
3/29/2022	Phone Call - Broker called Larry Kabala and left voicemail regarding Patricia's estate.
3/30/2022	Field Visit - Broker visited the residence of Patricia E. Ruckman and no one answered the door.
January 2022 through April 2022	<p>Research conducted found the following:</p> <p>Patricia Eileen Fekete was born on February 12, 1945, to parents Joseph and Margaret Lucille Fekete. In 1961, she married William Edward Atwell. According to research and correspondence with her daughter Christine Lucille Frye, Patricia and William Atwell had three children together, being: Keith Allen Fekete, Jonathon J. Fekete, and Christine Lucille Frye. On Jonathon J. Fekete's certificate of marriage, he names Margaret Fekete and Joseph Fekete as his parents. However, in Margaret Fekete's probated estate, she names Jonathon J. Fekete as a grandson. Despite this discrepancy, it is believed that Jonathon J. Fekete is in fact a child of Patricia Eileen Ruckman, as his birthdate aligns with her marriage to William Edward Atwell and his sister Christine Lucille Frye claims him as a child of Patricia.</p> <p>Patricia married Arthur F. Thomas in 1969, and together, they had at least one child, being: Matthew Lee Thomas. According to Matthew Lee Thomas's certificate of marriage, Patricia and Arthur are definitely his parents.</p> <p>Patricia married Richard F. Ruckman sometime between the years of 1978-1983. There is no marriage license filed for them in Harrison or Belmont County. She was married to Richard F. Ruckman when she came into ownership of the subject property, and she was married to him when he passed away in 1987.</p> <p>Christine Lucille Frye claims that Patricia had another daughter, being: Terry Norman. Terry Norman has been listed as a sibling in both Keith Allan Fekete's obituary and Jonathan J Fekete Sr's obituary. On Friday, March 25, 2022, Broker was notified that a Terry Norman contacted Vorys, Sater, Seymour and Pease LLP as a potential claimant. Broker believes this is the Terry Norman named in the above obituaries and claimed as a daughter of Patricia Eileen Ruckman by Christine Lucille Frye.</p> <p>Keith Allen Fekete passed away December 24, 2021. In his obituary, the listed siblings are: John Fekete (this is Jonathon J. Fekete), Matt Thomas (this is Matthew Lee Thomas), Chris Frye (this is Christina Frye), Terry Norman, Julia West, Joetta Ellis, and Dorothy Kovalchi. Broker has checked the marriage indexes in both Belmont County and Harrison County for the years 1970-2021 and Broker cannot find any evidence of a marriage license for Terry Norman, Julia West, Joetta Ellis, nor Dorothy Kovalchi that would help tie them to Patricia Ruckman. In the obituary, it is also listed that Keith had two children, being: Errett Allan Fekete and Amber Fekete.</p> <p>Jonathan J Fekete Sr passed away on February 20, 2022 in Belmont County, Ohio. His obituary confirms that his siblings are Christine Lucille Frye, Terri Nolan (aka Terry Norman), Matthew Lee Thomas, and Keith Allan Fekete. He was pre-deceased by his wife, Elizabeth "Lisa" Fekete and survived by his two children, being: Jonathan J Fekete Jr and Rocky Fekete. In Elizabeth Fekete's obituary, it's mentioned that she was pre-deceased by a daughter, a "Corrine Fekete." This is the first and only reference</p>
4/7/2022	Field Visit - Broker visited the residence of Patricia E. Ruckman's grandson Jonathan Fekete, Jr. No one answered the door, so Broker left a business card.
4/11/2022	Phone Call - Broker called Amber L. Fekete, who is the granddaughter of Patricia E. Ruckman, and was unable to leave a voicemail.
4/11/2022	Phone Call - Broker called Christine L. Frye, who is the daughter of Patricia E. Ruckman, and left a voicemail regarding leasing.
4/11/2022	Phone Call - Broker called Errett A. Fekete, who is the grandson of Patricia E. Ruckman, and left a voicemail regarding leasing.
4/11/2022	Phone Call - Broker called Jonathan J. Fekete, Jr., who is the grandson of Patricia E. Ruckman, and left a voicemail regarding leasing.
4/11/2022	Text Message - Broker sent a text to Jonathan J. Fekete, Jr. regarding leasing.
4/11/2022	Phone Call - Broker called Matthew L. Thomas, who is the grandson of Patricia E. Ruckman, and was unable to leave voicemail.
4/11/2022	Text Message - Broker sent a text to Matthew L. Thomas regarding leasing.

4/11/2022	Phone Call - Broker called Rocky Fekete, who is the grandson of Patricia E. Ruckman, and left a voicemail regarding leasing.
4/11/2022	Phone Call - Broker called Terry Norman, who is the daughter of Patricia E. Ruckman, and left a voicemail regarding leasing.
4/12/2022	Mail - Broker sent a letter regarding leasing to Amber L. Fekete.
4/12/2022	Mail - Broker sent a letter regarding leasing to Errett A. Fekete.
4/12/2022	Mail - Broker sent a letter regarding leasing Jonathan J. Fekete, Jr.
4/12/2022	Mail - Broker sent a letter regarding leasing to Rocky Fekete.
4/12/2022	Mail - Broker sent a letter regarding leasing Terry Norman.
4/13/2022	Phone Call - Broker called Amber L. Fekete and left a voicemail regarding leasing.
4/13/2022	Phone Call - Broker called Matthew L. Thomas and was unable to leave voicemail.
4/14/2022	Phone Call - Broker called Rocky Fekete using multiple numbers and was unable to leave voicemail.
4/14/2022	Phone Call - Broker called Terry Norman, who is the daughter of Patricia E. Ruckman, and was unable to leave voicemail.
4/15/2022	Field Visit - Broker went to the residence of Jonathan J. Fekete, Jr., and no one answered the door. Broker left contact information.
4/15/2022	Field Visit - Broker went to the residence of Matthew L. Thomas and was unable to locate the apartment.
4/15/2022	Field Visit - Broker went to the possible residence of Rocky Fekete and spoke to a woman who came to the door, who stated Rocky Fekete did not live there.
4/15/2022	Field Visit - Broker went to the possible residence of Rocky Fekete, but could not locate the correct residence.
4/15/2022	Field Visit - Broker went to the residence of Terry Norman and spoke to her boyfriend Charles (last name unidentified), who stated Terry was not available. Broker left a message regarding leasing for Terry.
4/15/2022	Email - Broker received an email from Attorney Steve Anderson from Kidder Law Firm, who wrote he is representing Terry Norman and requested the lease offer and lease information be emailed to him.
4/18/2022	Phone Call - Broker called Matthew L. Thomas and was unable to leave voicemail.
4/18/2022	Email - Broker sent an email to Attorney Steve Anderson regarding the lease offer.
4/19/2022	Email - Broker sent an email to Attorney Steve Anderson regarding the lease offer and the estate.
4/20/2022	Text Messaged - Broker sent a text to Christine L. Frye regarding leasing.
4/20/2022	Mail - Broker sent a letter regarding leasing to Matthew L. Thomas.
4/20/2022	Mail - Broker sent a letter regarding leasing to Rocky Fekete.
4/21/2022	Phone Call - Broker called and was unable to leave a voicemail for Jonathan Fekete, Jr.
4/21/2022	Phone Call - Broker called Amber L. Fekete using multiple numbers and left voicemail regarding leasing.
4/21/2022	Email - Broker sent an email to Amber L. Fekete regarding leasing.
4/21/2022	Phone Call - Broker called Jonathan J. Fekete, Jr. using multiple numbers and was unable to leave voicemail.
4/21/2022	Text Message - Broker sent a message to Jonathan J. Fekete, Jr. regarding leasing.
4/22/2022	Phone Call - Broker called and spoke to Errett A. Fekete regarding the lease offer. Errett stated to Broker that he was at work and would talk to Broker later that day.
4/22/2022	Phone Call - Broker called Errett A. Fekete and left a voicemail regarding the lease offer.
4/22/2022	Field Visit - Broker went to the residence of Matthew L. Thomas, and no one answered the door. Broker left a note and contact information.
4/22/2022	Phone Call - Broker called and spoke to an office assistant at Kidder Law firm, who stated Attorney Steve Anderson was out of the office. Broker left a message regarding leasing with the office assistant.
4/26/2022	Phone Call - Broker called and spoke to Christine L. Frye regarding the lease offer. Christine stated that she was busy and asked Broker to call back later.
4/26/2022	Phone Call - Broker received a call from and spoke to Christine L. Frye regarding the lease offer and the affidavits of heirship.
4/26/2022	Phone Call - Broker received a call from and spoke to Rocky Fekete regarding the lease offer. Rocky stated he is interested in leasing.
4/27/2022	Phone Call - Broker called Matthew L. Thomas and was unable to leave voicemail.
4/28/2022	Phone Call - Broker called Terry Norman and spoke to her boyfriend Charles, who stated that Attorney Steve Anderson will be contacting Broker with additional information regarding the estate.
5/11/2022	Phone Call - Ascent Resources Landman Amy Noel received a call from Matthew L. Thomas and discussed leasing.
5/23/2022	Email - Broker sent an email to Attorney Steve Anderson regarding the lease offer and the estate.
8/19/2022	Phone Call - Broker called Terry Norman's boyfriend Charles and left a voicemail regarding the lease offer.
8/22/2022	Phone Call - Broker called and spoke with Matthew L. Thomas regarding the estate of Patricia Ruckman.
8/22/2022	Text Message - Broker received a message from Charles and Terry Norman confirming Attorney Steven Anderson is currently working on the estate.
8/22/2022	Email - Broker sent an email to Attorney Steve Anderson regarding the lease offer and the estate.
8/30/2022	Text Message - Broker sent a message to Terry Norman regarding Broker's communication with Attorney Steven Anderson regarding the estate.
8/30/2022	Text Message - Broker sent a message to Matthew Thomas to let him know that Attorney Steve Anderson is working on the estate.
8/30/2022	Phone Call - Broker called Christine Frye and left a voicemail to let her know that Attorney Steve Anderson is working on the estate.
9/28/2022	Email - Broker sent an email to Attorney Steve Anderson regarding the estate of Patricia Ruckman.
9/28/2022	Email - Broker received an email from Attorney Steve Anderson regarding the estate of Patricia Ruckman.
11/3/2022	Email - Broker sent an email to Attorney Steve Anderson regarding the estate of Patricia Ruckman.
11/4/2022	Email - Broker received an email from Attorney Steve Anderson regarding the estate.
12/7/2022	Email - Broker sent an email to Attorney Steve Anderson regarding the estate of Patricia Ruckman.
12/27/2022	Email - Broker sent an email to Attorney Steve Anderson regarding the estate of Patricia Ruckman.
1/11/2023	Email - Broker received an email from Attorney Steve Anderson regarding the estate.
1/30/2023	Email - Broker sent an email to Attorney Steve Anderson regarding leasing and the estate of Patricia Ruckman.
2/23/2023	Email - Broker sent an email to Attorney Steve Anderson regarding leasing and the estate of Patricia Ruckman.
2/27/2023	Email - Broker sent an email to Attorney Steve Anderson regarding leasing and the estate of Patricia Ruckman.
3/8/2023	Email - Broker received an email from Attorney Steve Anderson regarding leasing and the estate of Patricia Ruckman.
3/8/2023	Email - Broker sent an email in response to Attorney Steve Anderson, regarding leasing and the estate of Patricia Ruckman.
3/10/2023	Phone Call - Broker called and left a voicemail for Matthew Thomas regarding the lease offer.
3/10/2023	Phone Call - Broker called Terry Norman and spoke with Terry's partner Charles regarding the lease offer.
3/22/2023	Phone Call - Broker called and spoke with Charles Norman regarding the Certificate of Death.
3/22/2023	Email - Broker sent an email to Charles and Terry Norman, regarding the Certificate of Death.
3/29/2023	Email - Broker sent an email to Amber L. Fekete, Rocky Fekete, and Errett Fekete regarding their contact information.

4/17/2023	Email - Broker sent an email to Terry Norman regarding the Certificate of Death.			
4/17/2023	Email - Broker received an email from Terry Norman regarding the Certificate of Death.			
4/19/2023	Email - Broker received an email from Charles Norman and Terry Norman regarding obtaining the Certificate of Death.			
Tract(s)	Owner	Parcel No(s).	Land Use	Address
112	Stacey Ruckman	26-0000479.000	Residential	77095 Hawthorne Road Cadiz, Ohio 43907
Date	Comment			
2/13/2019	Phone Call - Broker called Christine Howes and the call was answered and then disconnected.			
2/13/2019	Phone Call - Broker called Robert Howes, who is the brother of Christine Howes and has negotiated with broker in the past, and Robert stated he would contact Christine regarding leasing.			
2/13/2019	Phone Call - Broker received a call from Robert Howes who stated he spoke with his sister, Christine Howes. Robert stated Christine is hesitant to speak with people she does not know.			
2/13/2019	Phone Call - Broker called and left voicemail for Christine Howes regarding leasing.			
2/26/2019	Field Visit - Broker went to the residence of Christine Howes and Stacey Ruckman and spoke with Christine Howes regarding the lease offer.			
4/18/2019	Phone Call - Broker received a call from Robert Howes, who stated he wanted to schedule a time to meet with both Broker and Christine Howes regarding the lease offer.			
4/22/2019	Phone Call - Broker called and left voicemail for Christine Howes regarding leasing.			
4/22/2019	Phone Call - Broker called and spoke with Robert Howes, who stated Christine Howes will likely sign if she has the same lease offer and lease agreement that Robert signed.			
4/24/2019	Field Visit - Broker went to the residence of Robert Howes and spoke with Robert regarding the lease offer. While Broker was present, Robert called and spoke with Stacey Ruckman, who agreed to meet with Broker.			
4/24/2019	Field Visit - Broker went to the residence of Christine Howes and Stacey Ruckman and discussed the lease offer with Stacey (a co-tenant in the above tract). Stacey stated that both she and Christine Howes are interested in signing a lease.			
5/2/2019	Field Visit - Broker went to the residence of Stacey Ruckman and Christine Howes and spoke with Stacey (a co-tenant in the above tract) regarding the lease offer.			
5/7/2019	Phone Call - Broker called and spoke with Stacey Ruckman, who stated she and Christine are not interested in signing a lease.			
5/28/2019	Phone Call - Broker called and spoke with Stacey Ruckman, who stated she and Christine have no interest in signing a lease and then the call was disconnected.			
6/10/2019	Phone Call - Broker called and spoke with Stacey Ruckman regarding selling her and Christine's mineral interest. Stacey stated they are not interested.			
8/13/2019	Phone Call - Broker called Stacey Ruckman and Christine Howes and left voicemail regarding the lease offer.			
9/4/2019	Text Message - Broker sent a message to Stacey Ruckman regarding the lease offer.			
10/10/2019	Field Visit - Broker went to the residence of Stacey Ruckman and Christine Howes and spoke with Stacey, who stated she and Christine will not sign a lease.			
4/2/2020	Phone Call - Broker called and spoke with Stacey Ruckman, who stated she and Christine will not sign a lease.			
5/15/2020	Phone Call - Broker called Stacey Ruckman and left voicemail regarding the lease offer.			
7/16/2020	Phone Call - Broker called and spoke with Christine Howes regarding the lease offer.			
9/29/2020	Phone Call - Broker called Stacey Ruckman and Christine Howes and left voicemail regarding the lease offer.			
10/29/2020	Phone Call - Broker called Stacey Ruckman and Christine Howes, the call was answered and then disconnected.			
11/10/2020	Mail - Broker sent lease offer letter to Stacey Ruckman and Christine Howes.			
12/29/2020	Phone Call - Broker called Stacey Ruckman and Christine Howes and was unable to leave voicemail.			
12/30/2020	Phone Call - Broker called Stacey Ruckman and Christine Howes, the call was answered and then disconnected.			
1/13/2021	Phone Call - Broker called Stacey Ruckman and Christine Howes and an unidentified woman stated neither Stacey nor Christine were home. Broker left a message regarding leasing.			
2/26/2021	Field Visit - Broker went to the residence of Stacey Ruckman and Christine Howes and no one answered the door. Broker left contact information on the porch.			
4/26/2021	Field Visit - Broker went to the residence of Stacey Ruckman and Christine Howes and spoke with Stacey regarding the lease offer. Stacey stated she did not want to discuss leasing, but would be interested in selling the house and property together.			
7/1/2021	Phone Call - Broker called Stacey Ruckman and Christine Howes and left voicemail regarding the lease offer.			
7/28/2021	Phone Call - Broker called Stacey Ruckman and Christine Howes and left voicemail regarding the lease offer.			
8/30/2021	Phone Call - Broker called Stacey Ruckman and Christine Howes and spoke with Christine regarding the lease offer. Christine stated they are not interested in leasing.			
9/28/2021	Phone Call - Broker called Stacey Ruckman and Christine Howes and was unable to leave voicemail.			
11/12/2021	Phone Call - Broker called Stacey Ruckman and Christine Howes multiple times, the calls were answered and then they were disconnected.			
11/29/2021	Phone Call - Broker called Stacey Ruckman and Christine Howes regarding the lease offer, but the call was disconnected.			
12/21/2021	Phone Call - Broker called Stacey Ruckman and Christine Howes and left voicemail regarding the lease offer.			
1/4/2022	Phone Call - Broker called Stacey Ruckman and Christine Howes and left voicemail regarding the lease offer.			
1/24/2022	Phone Call - Broker called Stacey Ruckman and Christine Howes and spoke with an unidentified woman who answered the phone and told Broker that they would not be interested in leasing, and asked Broker not to call again.			
2/28/2022	Mail - Broker mailed out lease offer letter to Stacey Ruckman and Christine Howes.			
3/28/2022	Phone Call - Broker called Stacey Ruckman and Christine Howes and left voicemail regarding the lease offer.			
4/14/2022	Phone Call - Broker called Stacey Ruckman and Christine Howes and left voicemail regarding the lease offer.			
5/2/2022	Phone Call - Broker called and spoke with Christine Howes, who told Broker not to call again unless Broker was offering to buy the entire property.			
5/3/2022	Phone Call - Broker called Stacey Ruckman and Christine Howes and left a voicemail regarding a possible mineral purchase offer.			
5/10/2022	Phone Call - Broker called Stacey Ruckman and Christine Howes and left a voicemail regarding the lease offer or selling their mineral interest.			
5/16/2022	Phone Call - Broker called Stacey Ruckman and Christine Howes, but the call was disconnected.			
5/20/2022	Phone Call - Broker called Stacey Ruckman and Christine Howes, but the call was disconnected.			
5/20/2022	Phone Call - Broker called Stacey Ruckman and Christine Howes and was unable to leave voicemail.			
6/8/2022	Phone Call - Broker called and spoke with Stacey Ruckman and Christine Howes regarding the lease offer or a possible mineral purchase.			
6/23/2022	Phone Call - Broker called Stacey Ruckman and Christine Howes and left a voicemail regarding the lease offer.			

1/21/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
1/25/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
1/27/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
1/31/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
2/7/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
2/16/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
2/18/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
2/21/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
2/24/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
3/1/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
3/9/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
3/15/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
3/28/2022	Phone Call - Broker called Angel L. Hill and left voicemail regarding leasing.
4/11/2022	Phone Call - Broker called Angel L. Hill and left voicemail regarding leasing.
4/18/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
5/9/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
5/19/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
6/16/2022	Phone Call - Broker called Angel L. Hill and was unable to leave a voicemail.
8/15/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
8/23/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
8/26/2022	Mail - Broker sent a letter regarding leasing to Angel L. Hill.
9/9/2022	Phone Call - Broker called Angel L. Hill using multiple numbers and left voicemails regarding leasing.
9/13/2022	Phone Call - Broker called and spoke with Carol S. Meredith, who is Angel L. Hill's sister, regarding the lease offer. Carol stated that Broker can email Angel's lease documents to her. Carol stated she would discuss the lease offer with Angel and forward the lease to her.
9/16/2022	Email - Broker sent an email to Carol S. Meredith with Angel L. Hill lease documents attached.
9/27/2022	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offers for Carol and Angel Hill.
10/10/2022	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offers for Carol and Angel Hill.
10/25/2022	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offers for Carol and Angel Hill.
11/3/2022	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offers for Carol and Angel Hill.
11/3/2022	Text Message - Broker sent a text to Carol S. Meredith regarding the lease offers for Carol and Angel L. Hill.
11/18/2022	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offers for Carol and Angel Hill.
11/18/2022	Email - Broker sent an email to Carol S. Meredith regarding the lease offers for Carol and Angel Hill.
12/1/2022	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offers for Carol and Angel Hill.
12/8/2022	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offers for Carol and Angel Hill.
12/15/2022	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offers for Carol and Angel Hill.
12/15/2022	Text Message - Broker sent a text to Carol S. Meredith regarding the lease offers for Carol and Angel L. Hill.
12/22/2022	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offers for Carol and Angel Hill.
12/22/2022	Text Message - Broker sent a text to Carol S. Meredith regarding the lease offers for Carol and Angel L. Hill.
12/22/2022	Email - Broker sent an email to Carol S. Meredith regarding the lease offers for Carol and Angel Hill.
12/22/2022	Phone Call - Broker called Angel L. Hill and left a voicemail regarding the lease offer.
1/5/2023	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offers for Carol and Angel Hill.
1/5/2023	Text Message - Broker sent a text to Carol S. Meredith regarding the lease offers for Carol and Angel L. Hill.
1/5/2023	Phone Call - Broker called Angel L. Hill and left a voicemail regarding the lease offer.
1/19/2023	Phone Call - Broker called and spoke with Carol S. Meredith, who stated she discussed the lease offer with her sister, Angel L. Hill. Carol stated both she and Angel do not want to lease.
2/2/2023	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offers for Carol and Angel L. Hill.
2/2/2023	Phone Call - Broker called Angel L. Hill and left a voicemail regarding the lease offer.
2/16/2023	Phone Call - Broker called Angel L. Hill and left a voicemail regarding the lease offer.
3/2/2023	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offer.
3/2/2023	Phone Call - Broker called Angel L. Hill and left a voicemail regarding the lease offer.
3/16/2023	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offer.
3/16/2023	Phone Call - Broker called Angel L. Hill and left a voicemail regarding the lease offer.
5/1/2023	Phone Call - Broker called Carol S. Meredith and left a voicemail regarding the lease offer.
5/1/2023	Phone Call - Broker called Angel L. Hill and left a voicemail regarding the lease offer.

Tract(s)	Owner	Parcel No(s)	Land Use	Address
168	Carol Sue Meredith	26-0000337.000	Residential	15948 45th Avenue Clearlake, CA 95422
Date	Comment			
10/16/2021	Mail - Broker sent a letter regarding leasing to Carol S. Meredith.			
10/22/2021	Phone Call - Broker called a number associated with Carol S. Meredith and left voicemail regarding leasing.			
10/26/2021	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
11/17/2021	Mail - Broker sent a certified letter regarding leasing to Carol S. Meredith.			
11/26/2021	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
11/29/2021	Phone Call - Broker called and left a voicemail for Carol S. Meredith regarding leasing.			
12/2/2021	Phone Call - Broker called and left a voicemail for Carol S. Meredith regarding leasing.			
12/13/2021	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
1/4/2022	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
1/7/2022	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
1/12/2022	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
2/1/2022	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
2/8/2022	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
2/14/2022	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
2/21/2022	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
3/3/2022	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
3/9/2022	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
3/15/2022	Phone Call - Broker called Carol S. Meredith using multiple numbers and left voicemails regarding leasing.			
3/28/2022	Phone Call - Broker called Carol S. Meredith and left voicemail regarding leasing.			

4/7/2023	Mail - Broker sent a letter regarding the lease offer to Dustin T. Bates via certified mail.			
4/24/2023	Phone Call - Broker called Dustin T. Bates, but was unable to leave a voicemail.			
Tract(s)	Owner	Parcel No(s)	Land Use	Address
168	Michael R. Bove, deceased	26-0000337.000	Residential	2000 Claymont Drive Apartment 305 Uhrichsville, OH 44683
Date	Comment			
10/16/2021	Mail - Broker sent a letter to Michael R. Bove regarding leasing.			
11/19/2021	Mail - Broker sent a letter to Michael R. Bove regarding leasing.			
12/7/2021	Phone Call - Broker called and left a voicemail for Michael R. Bove regarding leasing.			
12/16/2021	Phone Call - Broker called and spoke with the granddaughter (unidentified name) of Michael R. Bove. She stated she would be seeing Michael later that day and would pass on the message regarding leasing.			
12/27/2021	Mail - Broker sent a letter to Michael R. Bove regarding leasing.			
1/14/2022	Text Message - Broker sent text to granddaughter of Michael R. Bove asking if she passed on message Broker gave her on 12/16.			
1/19/2022	Phone Call - Broker called multiple numbers for Michael R. Bove regarding leasing and was unable to leave a voicemail.			
1/20/2022	Mail - Broker sent a letter to Michael R. Bove regarding leasing.			
1/27/2022	Field Visit - Broker attempted to visit residence of Michael R. Bove, but could not locate unit within apartment complex.			
2/8/2022	Mail - Broker sent a letter to Michael R. Bove regarding leasing.			
2/14/2022	Mail - Broker sent a letter to Michael R. Bove regarding leasing.			
2/23/2022	Field Visit - Broker visited the residence of Michael R. Bove and spoke with the niece of Michael, who stated she would pass the message on to him.			
3/7/2022	Phone Call - Broker called multiple numbers for Michael R. Bove and was unable to leave a voicemail.			
3/31/2022	Text Message - Broker sent text to the granddaughter of Michael R. Bove regarding leasing for Michael. Broker asked her to please forward this request for Michael to contact Broker.			
4/10/2022	Mail - Broker sent a lease packet to Michael R. Bove.			
5/10/2022	Text Message - Broker sent text to the granddaughter of Michael R. Bove regarding leasing for Michael. Broker asked her to please forward this request for Michael to contact Broker.			
5/17/2022	Phone Call - Broker called Michael R. Bove and left a voicemail regarding leasing.			
8/17/2022	Phone Call - Broker called and spoke with the granddaughter of Michael R. Bove regarding leasing for Michael.			
9/7/2022	Phone Call - Broker called Michael R. Bove's granddaughter and was unable to leave voicemail.			
9/16/2022	Mail - Broker sent a letter regarding leasing to Michael R. Bove.			
9/29/2022	Phone Call - Broker called Michael R. Bove's granddaughter and was unable to leave voicemail.			
10/13/2022	Phone Call - Broker called Michael R. Bove's granddaughter using multiple phone numbers and was unable to leave voicemail.			
10/19/2022	Phone Call - Broker called Community Hospice Truman House and spoke with staff member Tammy regarding leasing for Michael R. Bove. Tammy stated she would reach out to the Bove family and forward Broker's contact information.			
10/31/2022	Research - Broker's research found that Michael R. Bove is deceased, and his mineral interest passes to his sister Donna Bove Watkins.			
Tract(s)	Owner	Parcel No(s)	Land Use	Address
168	Donna Bove Watkins	26-0000337.000	Residential	
Date	Comment			
11/10/2022	Phone Call - Broker called Donna Bove Watkins but the call was disconnected.			
11/10/2022	Text Message - Broker sent a text message to Donna Bove Watkins regarding leasing.			
11/10/2022	Phone Call - Broker called Donna Bove Watkins and left a voicemail regarding leasing.			
11/28/2022	Phone Call - Broker called Donna Bove Watkins and was unable to leave a voicemail.			
11/28/2022	Text Message - Broker sent a text message to Donna Bove Watkins regarding leasing.			
11/7/2022	Phone Call - Broker called Donna Bove Watkins and was unable to leave a voicemail.			
11/7/2022	Text Message - Broker sent a text message to Donna Bove Watkins regarding leasing.			
12/7/2022	Phone Call - Broker called Donna Bove Watkins multiple times and was unable to leave a voicemail.			
12/7/2022	Text Message - Broker sent a text message to Donna Bove Watkins regarding leasing.			
12/21/2022	Phone Call - Broker called Donna Bove Watkins multiple times and was unable to leave voicemail.			
12/21/2022	Text Message - Broker sent a text message to Donna Bove Watkins regarding leasing.			
1/4/2023	Phone Call - Broker called Donna Bove Watkins multiple times and was unable to leave voicemail.			
1/4/2023	Text Message - Broker sent a text message to Donna Bove Watkins regarding leasing.			
1/20/2023	Mail - Broker sent a letter regarding leasing to Donna Bove Watkins, via certified mail.			
2/3/2023	Phone Call - Broker called Donna Bove Watkins and was unable to leave a voicemail.			
2/3/2023	Text Message - Broker sent a text message to Donna Bove Watkins regarding leasing.			
2/17/2023	Text Message - Broker sent a text message to Donna Bove Watkins regarding leasing.			
3/3/2023	Text Message - Broker sent a text message to Donna Bove Watkins regarding leasing.			
3/3/2023	Phone Call - Broker called Donna Bove Watkins and was unable to leave a voicemail.			
3/19/2023	Text Message - Broker sent a text message to Donna Bove Watkins regarding leasing.			
3/19/2023	Phone Call - Broker called Donna Bove Watkins and was unable to leave a voicemail.			
3/19/2023	Email - Broker sent an email to Donna Bove Watkins regarding leasing.			
3/31/2023	Text Message - Broker sent a text message to Donna Bove Watkins regarding leasing.			
3/31/2023	Phone Call - Broker called Donna Bove Watkins and left a voicemail regarding leasing.			
4/28/2023	Phone Call - Broker called Donna Bove Watkins but was unable to leave a voicemail.			
Tract(s)	Owner	Parcel No(s)	Land Use	Address
168	Sherry Parker	26-0000337.000	Residential	1100 Maplewood Street, Lot 25 Delta, OH 43515
Date	Comment			

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

In re the Matter of the Application :
of Ascent Resources – Utica, LLC :
for Unit Operation :
 :
Scout NE SHC HR Unit :

AFFIDAVIT OF OWNERSHIP

I, Grant H. Parker, being first duly cautioned and sworn, do hereby depose and state as follows:

1. My name is Grant H. Parker, and I am a Senior Landman with Ascent Resources – Utica, LLC (“Ascent”). My day-to-day responsibilities include all aspects of land work within portions of Harrison County, Ohio, including ordering, examining, curing, and clearing title in advance of the drilling schedule; managing field landmen in leasing efforts; ensuring that surface issues are being address in a timely manner; serving as the contact person for attorneys, land-owners, and other working interest owners; preparing and negotiating acquisition and trade agreement and proposals; and compiling working interest units and I have personal knowledge of the facts stated herein.

2. Pursuant to Ohio Revised Code § 1509.28, Ascent has filed an application with the Chief of the Division of Oil and Gas Resources Management requesting an order authorizing Ascent to operate the Unitized Formation and applicable land area, identified as the Scout NE SHC HR Unit, according to the Unit Plan attached thereto (the “Application”) (as those terms are used and defined therein). The Scout NE SHC HR Unit is located in Harrison County, Ohio, and consists of two hundred and eleven (211) separate tracts of land covering approximately 548.482 acres.

3. As of the Application date, Ascent Resources - Utica, LLC and Ascent Utica Minerals, LLC 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.

Ascent Resources – Utica, LLC

By: 

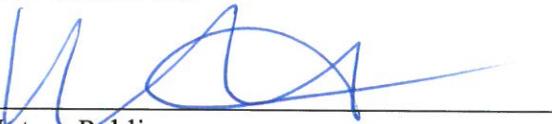
Title: Senior Landman

JURAT CERTIFICATE

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Sworn to and subscribed before me this 3 day of May,
2023, by Grant Parker. This is a jurat certificate; an oath or affirmation
was administered to the signer with regard to this notarial act.




Notary Public

Printed Name: Kristine Jackson

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

In re the Matter of the Application of Ascent :
Resources – Utica, LLC for Unit Operation :
: :
Scout NE SHC HR Unit :
:

DUE DILIGENCE AFFIDAVIT

I, Grant H. Parker, 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, Grant H. Parker, is employed at Ascent Resources – Utica, LLC and is responsible for managing field brokers, negotiating lease acquisitions, and handling title matters for operations in the Utica Shale in support of Ascent Resources – Utica, LLC’s development program.
3. Affiant has the authority to sign this affidavit on behalf of Ascent Resources – Utica, LLC.
4. Pursuant to Ohio Revised Code § 1509.28, Ascent Resources – Utica, LLC is filing an application with the Chief of the Division of Oil and Gas Resources Management (“DOGRM”) requesting an order authorizing Ascent Resources – Utica, LLC to operate the Unitized Formation and applicable land area, identified as the Scout NE SHC HR Unit (“Application”). The Scout NE SHC HR is located in Harrison County, Ohio, and as a unit of an entire pool or part thereof consists of two hundred and eleven (211) separate tracts of land covering approximately 548.482 acres.
5. As a function of Affiant’s job duties, Affiant, or persons under Affiant’s direction or supervision, has personal knowledge of the matters set forth in this affidavit. Further, Affiant, or persons under Affiant’s direction or supervision, has reviewed all documents which reflect Ascent Resources – Utica, LLC’s efforts to identify and locate mineral interest owners within the proposed unit.
6. Affiant attests that Ascent Resources – Utica, LLC exercised reasonable due diligence to identify all mineral interest owners within the proposed unit and ascertain their current addresses prior to filing its Application with DOGRM. These efforts included performing title work, court records, reviewing marriage and birth records, death records, searching county auditor tax records, and utilizing electronic resources (e.g. telephone and address listings, heirship research). Affiant further attests that where it was not reasonably possible or practicable to identify all of mineral interest owners’ identities or addresses, Ascent Resources – Utica, LLC will provide notice by publication of a hearing scheduled pursuant to R.C. 1509.28.

7. Affiant further attests that, to the best of its knowledge and belief, the names and addresses of mineral interest owners it provided to DOGRM were accurate at the time Affiant filed its Application with DOGRM.
8. Affiant understands that the DOGRM is relying on the statements and representations contained in this Affidavit to verify that Ascent Resources – Utica, LLC has acted using ordinary standards of due diligence to identify and locate mineral interest owners for tracts contained within the proposed unit. Further, Ascent Resources – Utica, LLC understands DOGRM expects Ascent Resources – Utica, LLC to provide to DOGRM updated mineral interest 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 Ascent Resources – Utica, LLC.
10. Affiant states that the above statements are true and accurate to the best of Affiant's knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

ASCENT RESOURCES – UTICA, LLC

By: _____

Grant H. Parker

JURAT CERTIFICATE

STATE OF Oklahoma)
) ss:
 COUNTY OF Oklahoma)

Sworn to and subscribed before me this 3 day of May,
 2023, by Grant Parker. This is a jurat certificate; an oath or affirmation
 was administered to the signer with regard to this notarial act.



 Notary Public

Printed Name: Kristine Jackson

My Commission Expires: 10/17/24

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

In re the Matter of the Application of Ascent :
Resources – Utica, LLC for Unit Operation :
:
Scout NE SHC HR Unit :

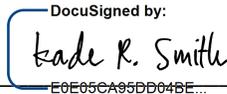
WORKING INTEREST OWNER APPROVAL

Ascent Resources – Utica, LLC (“Applicant”) has prepared and/or filed an application asking the Chief of the Division of Oil and Gas Resources Management to issue an order authorizing Applicant to operate the Scout NE SHC HR Unit, located in Harrison County, Ohio, and consisting of two hundred and eleven (211) separate tracts of land covering approximately 548.482 acres, according to the Unit Plan attached thereto (the “Application”).

Applicant is an owner (as that term is defined in Ohio Revised Code § 1509.01(K)) of one hundred and sixty-eight (168) tract(s) of land covering approximately 395.083 acres contained in the Scout NE SHC HR Unit, or 72.032157% of the lands in the unit, all as more specifically described on attached Exhibit 1. In addition, pursuant to a separate letter agreement, EAP Ohio, LLC (“EAP”) has allowed Applicant to commit and develop two (2) tracts of land covering approximately 0.01425 acres contained in the Scout NE SHC HR Unit, or 0.002598% of the land in the unit, all as more specifically described on attached Exhibit 2.

Pursuant to Ohio Revised Code § 1509.28(A), Applicant, on its behalf and EAP’s behalf, hereby approves, and supports the making of, the Application (including without limitation the Unit Plan attached thereto), and further commits the above acreage to the Scout NE SHC HR Unit. However, such approval of the Application and commitment of its acreage shall not be deemed as a formal election by EAP to participate in any operations in the Scout NE SHC HR Unit.

Ascent Resources - Utica, LLC

By:  _____
Kade R. Smith
Attorney-in-Fact

Date: 5/4/2023

Exhibit 1

TRACT NUMBER	OWNER	NET ACRES IN UNIT	PARCEL ID NUMBER
1	Dane J. Hoffman and Carolyn L. Hoffman, husband and wife	0.002	25-0000116.000
2	Doug A. Bowman and Donna E. Bowman, husband and wife	3.146	25-0000116.006
3	Doug A. Bowman and Donna E. Bowman, husband and wife	8.293	25-0000116.005
4	Tesa L. Lanoy, as survivorship tenant	7.654	25-0000059.000
4	Tracy R. Lanoy, as survivorship tenant	7.654	25-0000059.000
4	Jennifer K. MacAlister, as survivorship tenant	7.654	25-0000059.000
5	Scott A. Miller and Christine L. Miller, husband and wife	4.965	25-0000116.004
6	Scott A. Miller and Christine L. Miller, husband and wife	0.737	25-0000116.016
7	Justin Knight and Brandi Knight, husband and wife	4.013	25-0000116.014
10	Rinkes Properties, LLC	26.18	25-0000100.000
11	Melissa K. Davis	0.001	25-0000394.001
12	Melissa K. Davis	0.254	25-0000394.002
13	Rhonda L. Rutter	0.693	25-0000394.003
14	Rhonda L. Rutter	1.031	25-0000395.000
15	Lloyd Hutchison and Margaret Hutchinson, husband and wife	1.05	25-0000388.000
16	Kyle D. Sterms and Sara A. Sterms, husband and wife	1.026	25-0000384.000
17	David R. Rinkes, Sr. and Teresa A. Rinkes, husband and wife	2.299	25-0000277.000
18	Rinkes Properties, LLC	3.027	25-0000394.000
21	Lou Ann Feher	0.999	25-0000193.000
22	Rinkes Properties, LLC	4.171	25-0000099.000
23	Leslie G. Matthews, Jr. and Tresa Matthews, husband and wife	0.973	25-0000343.000
24	Randy Utter and Patricia Utter, husband and wife	0.799	25-0000343.001
25	Randy L. Utter, Co-Tenant	0.532	25-0000272.000
25	Patricia K. Utter, Co-Tenant	0.532	25-0000272.000
26	LL&B Headwater II, LP ATTN: Gordon H. Deen, as CEO	0.279	25-0000201.000

27	LL&B Headwater II, LP ATTN: Gordon H. Deen, as CEO	1.154	25-0000154.000
28	Robert James Straight, III	1.985	25-0000438.000
29	Scott Stephen Martin	0.229	25-0000245.000
29	Brian Dale Martin	0.229	25-0000245.000
29	Rebecca Sue Martin	0.229	25-0000245.000
30	Jacob J. Waligura and Debra L. Waligura, husband and wife	0.89	25-0000371.000
31	Jacob J. Waligura and Debra L. Waligura, husband and wife	0.058	25-0000438.007
32	Alan S. Van Curen, Co-Tenant	0.3045	25-0000438.002
32	Elka L. Van Curen, Co-Tenant	0.3045	25-0000438.002
33	Rae Ann Sowers	0.223	25-0000303.000
34	Rae Ann Sowers	0.034	25-0000438.004
35	Nancy Nicola	2.028	25-0000348.000
36	Mary Blehschmidt	0.583	25-0000302.000
36	Laura Prokes	0.583	25-0000302.000
38	Joshua L. Rinkes	25.452	25-0000001.000
39	Joshua L. Rinkes	1.793	25-0000002.000
41	Charles L. Shields, Jr. and Dolores M. Shields, husband and wife	4.499	25-0000389.001
42	Charles L. Shields, Jr. and Dolores M. Shields, husband and wife	2.102	25-0000390.000
43	John E. Semborski and Cheryl J, Sem- borski, husband and wife	0.631	25-0000252.000
44	Charles W. Rinkes, Jr. and Karen J. Rinkes	0.78675	25-0000088.001
44	William Packer and Martha Lou Packer	0.78675	25-0000088.001
44	Bruce D. Rinkes	0.78675	25-0000088.001
44	Ross A. Rinkes and Mille Rinkes	0.78675	25-0000088.001
45	Carolyn R. Saksa, Life Estate Tracy L. Sambuco, Remainderman Lori Saksa Oakes, Remainderman	0.641	25-0000287.000
46	Carolyn R. Saksa, Life Estate Tracy L. Sambuco, Remainderman Lori Saksa Oakes, Remainderman	1.557	25-0000301.000
47	Tracy L. Sambuco	0.075	25-0000301.002
48	Tracy L. Sambuco	1.607	25-0000301.001
49	Reese W. McAninch	2.043	25-0000397.000
50	The Charles and Karen Rinkes Family Trust Attn: Charles V. Rinkes, Jr.	1.141	25-0000396.001
51	Dennis J. Kinsey	1.896	25-0000398.000

52	Charles W. Rinkes, Jr.	1.897	25-0000396.000
52	Martha Lou Packer	1.897	25-0000396.000
52	Bruce D. Rinkes	1.897	25-0000396.000
52	Ross A. Rinkes	1.897	25-0000396.000
53	Wheeling & Lake Erie Railway Company, Attn: Larry R. Parsons, Chairman & CEO	1.537	26-0000551.001
55	John B. Soos, Jr. and Eleanor M. Soos	0.584	25-0000313.000
56	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.228	25-0000285.000
58	Linda S. Kalonick and Paul J. Kalonick, wife and husband	0.857	25-0000299.002
59	Amy L. Clelland and Richard A. Clelland, wife and husband	2.033	25-0000299.001
60	Linda S. Kalonick and Paul J. Kalonick, wife and husband	9.327	25-0000299.000
61	Carol Marie Sickle and Robert T. Sickle, husband and wife	0.366	25-0000296.001
62	Carol Marie Sickle and Robert T. Sickle, husband and wife	1.751	25-0000296.000
63	William Curtis, Jr.	0.498	25-0000337.000
64	Daniel L. Smallwood and Nicole M. Smallwood, husband and wife	0.398	25-0000192.000
65	Daniel L. Smallwood and Nicole M. Smallwood, husband and wife	7.018	25-0000122.000
66	Charles W. Rinkes, Jr.	4.829	25-0000396.002
66	Martha Lou Packer	4.829	25-0000396.002
66	Bruce D. Rinkes	4.829	25-0000396.002
66	Ross A. Rinkes	4.829	25-0000396.002
67	Chester D. Rinkes and Christine A. Rinkes	6.117	25-0000028.001
69	Debra J. Dombroski	1.757	25-0000028.005
69	Don Webber	1.757	25-0000028.005
70	Thomas J. Donley and Rebecca L. Don- ley	2.252	25-0000028.008
71	Richard A. Bolock and Natalie Bolock, husband and wife	0.65	25-0000028.006
72	Richard A. Bolock and Natalie Bolock, husband and wife	0.348	25-0000028.003
73	Sharon Luann Hopkins and Ericka E. Young, as survivorship tenants and Sharon Luann Hopkins and Darrin R. Young, as survivorship tenants	0.003	25-0000027.011

73	Sharon Luann Hopkins and Ericka E. Young, as survivorship tenants and Sharon Luann Hopkins and Darrin R. Young, as survivorship tenants	0.003	25-0000027.011
74	Richard A. Bolock and Natalie Bolock, husband and wife	0.16	26-0000225.006
75	Richard A. Bolock and Natalie Bolock, husband and wife	0.077	25-0000027.006
76	Thomas J. Donley and Rebecca L. Don- ley	0.112	25-0000027.010
77	Debra J. Dombroski	0.529	25-0000027.005
77	Don Webber	0.529	25-0000027.005
79	Chester D. Rinkes and Christine A. Rinkes, husband and wife	1.689	25-0000027.001
80	Aric D. Woods and Erica A. Woods, hus- band and wife	0.729	25-0000027.009
81	Diana M. Piergallini	18.303	25-0000027.007
82	Hagmar Ridge LTD. Attn: Shirley Yakubowski, Member	1.575	25-0000027.000
83	Hagmar Ridge LTD. Attn: Shirley Yakubowski, Member	2.225	26-0000225.002
84	Diana M. Piergallini	4.753	26-0000225.008
85	Eli Troyer and Edna Troyer, husband and wife	1.054	26-0000225.011
86	Mark A. Scott	1.131	26-0000225.010
87	Michael V. Cole and Tracie R. Cole, hus- band and wife	13.464	26-0000225.009
88	Hagmar Ridge LTD. Attn: Shirley Yakubowski, Member	5.128	26-0000225.000
90b	Randon L. Nelson and ReNee R. Nelson, husband and wife	1.179	26-0000019.000
91	Kevin J. Soos and Bonita L. Soos, hus- band and wife	1.763	26-0000225.004
92	Kevin J. Soos and Bonita L. Soos, hus- band and wife	11.001	26-0000225.005
93	Kevin J. Soos and Bonita L. Soos, hus- band and wife	14.848	26-0000225.003
94	Patricia A. Dailey	1.3795	26-0000018.000
94	Michael P. Kalonick	1.3795	26-0000018.000
94	Daniel J. Kalonick	1.3795	26-0000018.000
94	John A. Kalonick, IV	1.3795	26-0000018.000
95	Bruner Land Company, Inc. Attn: Douglas R. Bruner, President	53.766	26-0000015.001

96	Bruner Land Company, Inc. Attn: Douglas R. Bruner, President	0.47	26-0000015.000
97	Bruner Land Company, Inc. Attn: Douglas R. Bruner, President	11.516	26-0000025.000
99	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.625	26-0000391.000
100	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.796	26-0000390.000
103	Wheeling & Lake Erie Railway Company, Attn: Larry R. Parsons, Chairman & CEO	2.394	26-0000551.000
106	Randall Dombroski	1.798	26-0000386.000
107	Bruner Land Company, Inc. Attn: Douglas R. Bruner, President	4.5	26-0000121.000
109	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.746	26-0000387.000
110	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.285	26-0000371.000
111	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.313	26-0000370.000
113	Trustees of Shortcreek Township Attn: Andrew Filippi, Trustee	0.218	26-0000647.000
114	Trustees of Shortcreek Township Attn: Andrew Filippi, Trustee	0.533	26-0000650.000
117	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.182	26-0000643.000
118	Tammy Hunnell	0.188	26-0000352.000
119	Joseph D. Toto	0.021	26-0000383.000
120	Joseph D. Toto	0.295	26-0000382.000
121	Ashley Lyman and Lisa Lyman, husband and wife	0.294	26-0000342.000
123	James A. McLeod and Amy M. McLeod, husband and wife	0.191	26-0000438.000
124	William Morgan Hall	0.0098	26- 0000000000_SHC_SW_7_3
124	Meredyth Jean Corbett	0.016333333	26- 0000000000_SHC_SW_7_3
124	John Duane Corbett	0.016333333	26- 0000000000_SHC_SW_7_3
124	Marcelyn C. Smith	0.016333333	26- 0000000000_SHC_SW_7_3
124	Samuel Harrison Hall	0.0098	26- 0000000000_SHC_SW_7_3
124	Michael Walter Bassett	0.0098	26- 0000000000_SHC_SW_7_3

124	Mark Douglas Bassett	0.0098	26-000000000_SHC_SW_7_3
125	James A. McLeod and Amy M. McLeod, husband and wife	0.111	26-0000577.001
126	James A. McLeod and Amy M. McLeod, husband and wife	0.281	26-0000492.000
127	Gary W. Steen	0.006	26-0000388.000
128	Wheeling & Lake Erie Railway Company, Attn: Larry R. Parsons, Chairman & CEO	0.594	26-0000551.002
129	James A. McLeod and Amy M. McLeod, husband and wife	0.113	26-0000577.000
130	James A. McLeod and Amy M. McLeod, husband and wife	0.221	26-0000576.000
132	James A. McLeod and Amy M. McLeod, husband and wife	0.203	26-0000576.001
133	Stacy A. Jack	0.5715	26-0000423.000
133	Tiffany A. Beckett	0.5715	26-0000423.000
134	Triple Crown Energy, LLC Attn: Doyle Williams, Manager	0.86	26-0000334.000
135	Triple Crown Energy, LLC Attn: Doyle Williams, Manager	0.366	26-0000335.000
136	Terra Ellen McEndree	0.121	26-0000357.000
137	Terra Ellen McEndree	0.194	26-0000356.000
138	Ronald L. Ferri and Teresa Ann Ferri, husband and wife	0.137	26-0000426.000
139	Nicholas D. Mamula and Trisha A. Mamula, husband and wife	0.155	26-0000488.000
140	Nicholas D. Mamula and Trisha A. Mamula, husband and wife	0.235	26-0000487.000
141a	Trustees of Shortcreek Township Attn: Andrew Filippi, Trustee	0.26	26-0000489.000
141b	Nicholas D. Mamula and Trisha A. Mamula, husband and wife	0.167	26-0000489.000
142	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.308	26-0000397.000
143	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.378	26-0000447.000
144	Triple Crown Energy, LLC Attn: Doyle Williams, Manager	0.142	26-0000334.001
146	Trustees of Shortcreek Township Attn: Andrew Filippi, Trustee	0.174	26-0000646.000
147	Jo Ellen Moore	0.102	26-0000424.000
148	Jo Ellen Moore	0.076	26-0000471.000

149	Keith A. Moore	0.058	26-0000425.000
151	Jo Ellen Moore	0.078	26-0000465.001
155	Robert A. Kubic	0.095	26-0000472.000
160	Kenneth G. McNeal	0.673	26-0000469.000
163	Nicholas D. Mamula and Trisha A. Mamula, husband and wife	0.395	26-0000368.000
164	Patricia Peoples	0.252	26-0000410.000
165	Patricia Peoples	0.354	26-0000415.000
166	Patricia Peoples	0.007	26-0000408.000
167	Patricia Peoples	0.005	26-0000336.000
168	Richard A Meredith, Jr.	0.005066667	26-0000337.000
168	Jeffrey William Beach	0.0038	26-0000337.000
168	Timothy A Beach	0.0038	26-0000337.000
168	Barbara Elaine Brown	0.0038	26-0000337.000
168	Sandra Kuttie Beach	0.0076	26-0000337.000
168	Lucas James Bates	0.000542112	26-0000337.000
168	Heidi Suelynn Bates	0.000542112	26-0000337.000
168	Zina Beth Stull	0.002439506	26-0000337.000
168	Marty Lee Stull	0.002439506	26-0000337.000
168	Brenda Cadriel	9.38272E-05	26-0000337.000
168	Paula Molyneux	9.38272E-05	26-0000337.000
169	Kenneth G. McNeal	0.158	26-0000467.000
170	Kenneth G. McNeal	0.249	26-0000468.000
171	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.214	26-0000407.000
172	Mildred Ann Murray	0.153	26-0000355.000
173	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.363	26-0000427.000
174	Robert L. Dagan and Rita L. Dagan, husband and wife	0.095	26-0000413.000
175	Robert L. Dagan and Rita L. Dagan, husband and wife	0.412	26-0000414.000
176	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.311	26-0000409.000
177	Bounty Minerals, LLC Attn: Tracie R. Palmer, President	0.321	26-0000411.000
178	Rose M. Fithen	0.584	26-0000457.000
179	Rose M. Fithen	0.128	26-0000456.000
180	Melissa S. Ash	0.168	26-0000378.000
181	Rose M. Fithen	0.016	26-0000378.002
182	Melissa S. Ash	0.402	26-0000381.000

183	Melissa S. Ash	1.069	26-0000376.000
184	Melissa S. Ash	0.472	26-0000377.000
185	Melissa S. Ash	0.421	26-0000380.000
186	Melissa S. Ash	0.324	26-0000379.000
187	Rose M. Fithen	0.367	26-0000455.000
188	Rose M. Fithen	0.367	26-0000466.000
189	Rose M. Fithen	0.324	26-0000449.000
190	Rose M. Fithen	0.231	26-0000374.000
191	Melissa S. Ash	0.444	26-0000375.000
192	Terry Lee Snider and Bonnie Lou Snider, husband and wife	0.249	26-0000596.000
193	Rose M. Fithen	0.55	26-0000359.000
194	Rose M. Fithen	0.228	26-0000360.000
195	Nicholas D. Mamula and Trisha A. Mamula, husband and wife	0.727	26-0000369.000
196	Rose M. Fithen	0.473	26-0000361.000
197a	Bruce A. Oszust	0.228666667	26-0000431.000
197a	Bonnie Snider	0.228666667	26-0000431.000
197a	Gayle Blake (Life Estate) Jody Stromsky (Remainder)	0.228666667	26-0000431.000
197b	Edward P. Oszust	0.035	26-0000431.000
200	Bruce A. Oszust	0.825333333	26-0000581.000
200	Bonnie Snider	0.825333333	26-0000581.000
200	Gayle Blake, life tenant Jody Stromski, remainder	0.825333333	26-0000581.000
201	Terry Lee Snider and Bonnie Lou Snider, husband and wife	1.016	26-0000582.000
TOTAL ACRES IN UNIT		395.083	

Additional Leases with Adverse Owners:

TRACT NUMBER	OWNER	NET ACRES IN UNIT	PARCEL ID NUMBER
47	Carolyn R. Saksa and Lori A. Saksa-Oakes	0.075	25-0000301.002
89	Hagmar Ridge, LTD Attn: Shirley Yakubowski	0.770	26-0000283.000
	TOTAL ACRES IN UNIT	0.845	

End of "Exhibit 1"

Exhibit 2

TRACT NUMBER	OWNER	NET ACRES IN UNIT	PARCEL ID NUMBER
198	EAP Ohio, LLC Attn: Cullen D. Amend, Vice President, Land	0.00375	26-0000140.001
199	EAP Ohio, LLC Attn: Cullen D. Amend, Vice President, Land	0.01050	26-0000140.003
	TOTAL ACRES IN UNIT	0.01425	

End of "Exhibit 2"

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

In re the Matter of the Application of :
Ascent Resources – Utica, LLC for Unit :
Operation :
:
Scout NE SHC HR Unit :

WORKING INTEREST OWNER APPROVAL

Ascent Resources – Utica, LLC (“Applicant”) has prepared and/or filed an application asking the Chief of the Division of Oil and Gas Resources Management to issue an order authorizing Applicant to operate the Scout NE SHC HR Unit, located in Harrison County, Ohio, and consisting of two hundred and eleven (211) separate tracts of land covering approximately 548.482 acres, according to the Unit Plan attached thereto (the “Application”).

Ascent Utica Minerals, LLC is an owner (as that term is defined in Ohio Revised Code § 1509.01(K)) of thirty-two (32) tract(s) of land covering approximately 92.495 acres contained in the Scout NE SHC HR Unit, or 16.863817% of the lands in the unit, all as more specifically described on attached Exhibit 1.

Pursuant to Ohio Revised Code § 1509.28(A), Ascent Utica Minerals, LLC hereby approves, and supports the making of, the Application (including without limitation the Unit Plan attached thereto), and further commits its acreage to the Scout NE SHC HR Unit.

Ascent Utica Minerals, LLC

By: DocuSigned by:
Kade R. Smith
E0E05CA95DD04BE...
Kade R. Smith
Attorney-in-Fact

Date: 5/4/2023

Exhibit 1

TRACT NUMBER	OWNER	NET ACRES IN UNIT	PARCEL ID NUMBER
57	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.026	25-0000469.000
68	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	4.594	25-0000028.004
78	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	2.491	25-0000027.004
89	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.77	26-0000283.000
90a	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	28.687	26-0000019.000
98	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.058	26-0000393.000
101	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.628	26-0000392.000
104	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	2.792	26-0000148.000
105	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	2.029	26-0000505.000
108	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	2.17	26-0000126.001
131	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.043	26-0000115.000
145	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.112	26-0000338.001
150	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.634	26-0000338.000
152	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.147	26-0000464.000
153	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.15	26-0000463.000
154	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.05	26-0000465.000
156	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.246	26-0000138.003
157	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.006	26-0000138.001
158	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.017	26-0000476.000
159	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.003	26-0000478.000
161	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.012	26-0000477.000
162	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.014	26-0000556.000
202	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	1.72	26-0000146.001
203	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	2.399	26-0000146.002
204	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	12.126	26-0000146.000
205	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	8.878	26-0000146.008
206	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	4.307	26-0000146.004
207	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	2.339	26-0000146.003
208	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	1.586	26-0000146.005

209	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	0.028	26-0000146.006
210	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	11.002	26-0000146.010
211	Ascent Utica Minerals, LLC Attn: Mike McLaughlin	2.431	26-0000146.009
	TOTAL ACRES IN UNIT	92.495	

End of "Exhibit 1"

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

In re the Matter of the Application of :
Ascent Resources – Utica, LLC for :
Unit Operation :
:
Scout NE SHC HR Unit

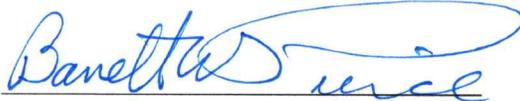
WORKING INTEREST OWNER APPROVAL

Ascent Resources – Utica, LLC (“Applicant”) has prepared and/or filed an application asking the Chief of the Division of Oil and Gas Resources Management to issue an order authorizing Applicant to operate the Scout NE SHC HR Unit, located in Harrison County, Ohio, and consisting of two hundred and eleven (211) separate tracts of land covering approximately 548.482 acres, according to the Unit Plan attached thereto (the “Application”).

Barlow Projects, Inc. is an owner (as that term is defined in Ohio Revised Code § 1509.01(K)) of three (3) tracts of land covering approximately 24.954 acres contained in the Scout NE SHC HR Unit, or 4.549648% of the lands in the unit, all as more specifically described on attached Exhibit 1.

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

Barlow Projects, Inc.

By: 

Date: 3/29/23

Exhibit 1

TRACT NUMBER	OWNER	NET ACRES IN UNIT	PARCEL ID NUMBER
19	Daniel Wayne Lukich and Judy McClain Lukich, Trustees of the Lukich Revocable Living Trust, dated May 28, 2016	10.057	25-0000063.003
19	Gateway Royalty V, LLC	5.028	25-0000063.003
20	Daniel Wayne Lukich and Judy McClain Lukich, Trustees of the Lukich Revocable Living Trust, dated May 28, 2015	3.338	25-0000063.002
20	Gateway Royalty V, LLC	1.669	25-0000063.002
37	Daniel Wayne Lukich and Judy McClain Lukich, Trustees of the Lukich Revocable Living Trust, dated May 28, 2016	3.241	25-0000063.001
37	Gateway Royalty V, LLC	1.621	25-0000063.001
	TOTAL ACRES IN UNIT	24.954	

End of "Exhibit 1"

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

In re the Matter of the Application of :
Ascent Resources – Utica, LLC for :
Unit Operation :
:
Scout NE SHC HR Unit :

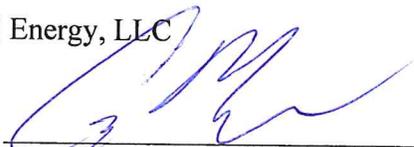
WORKING INTEREST OWNER APPROVAL

Ascent Resources – Utica, LLC (“Applicant”) has prepared and/or filed an application asking the Chief of the Division of Oil and Gas Resources Management to issue an order authorizing Applicant to operate the Scout NE SHC HR Unit, located in Harrison County, Ohio, and consisting of two hundred and eleven (211) separate tracts of land covering approximately 548.482 acres, according to the Unit Plan attached thereto (the “Application”).

Burj Energy, LLC. is an owner (as that term is defined in Ohio Revised Code § 1509.01(K)) of two (2) tracts of land covering approximately .0048 acres contained in the Scout NE SHC HR Unit, or 0.000866% of the lands in the unit, all as more specifically described on attached Exhibit 1.

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

Burj Energy, LLC

By: 

Casey Harless
EVP of Land

Date: 5/3/2023

Exhibit 1

TRACT NUMBER	OWNER	NET ACRES IN UNIT	PARCEL ID NUMBER
198	EAP Ohio, LLC Attn: Cullen D. Amend, Vice President, Land	0.00125	26-0000140.001
199	EAP Ohio, LLC Attn: Cullen D. Amend, Vice President, Land	0.0035	26-0000140.003
	TOTAL ACRES IN UNIT	0.0048	

End of "Exhibit 1"

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

In re the Matter of the Application of Ascent :
Resources – Utica, LLC for Unit Operation :
:
:
Scout NE SHC HR Unit :

**PREPARED TESTIMONY OF PAUL COOPER
ON BEHALF OF ASCENT RESOURCES – UTICA, LLC**

Paul B. Westbrook (0092870)
HARRIS, FINLEY & BOGLE, P.C.
777 Main Street, Suite 1800
Fort Worth, Texas 76102
Tel. (817) 870-8700
Email: pwestbrook@hfblaw.com

Attorneys for Applicant,
Ascent Resources – Utica, LLC

PREPARED DIRECT TESTIMONY OF PAUL COOPER

1 **INTRODUCTION**

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

3 A1. My name is Paul Cooper and I am a Geologist employed by Ascent Resources –
4 Utica, LLC (“Ascent”). My business address is 3501 Northwest 63rd Street, Okla-
5 homa City, Oklahoma 73116.

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

7 A2. I hold a Bachelor of Science degree in Geology from Virginia Polytechnic Institute
8 and State University (Virginia Tech).

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

10 A3. I entered the Oil and Gas industry in March of 2007 and have worked in both ser-
11 vice company and operator positions in various roles across several basins for the
12 past fifteen years. I started as a consultant Wellsite Geologist serving geological
13 needs on drilling rigs, which included mudlogging, gas detection, geo-steering,
14 core and wireline supervision and general consulting. I fulfilled this role for nu-
15 merous operators in the Williston, DJ, Powder River, and Appalachian basins, giv-
16 ing me a vast amount of unconventional operational experience. Transitioning into
17 working for an Operator, I was employed as an Operations Geologist for 5 years,
18 primarily at Ascent, supervising the geologic needs of operating drilling rigs. For
19 the past three years I switched to a more analytical role, becoming a Geologist at
20 Ascent. Due to my positions with Ascent, the majority of my Operator experience
21 is in Appalachian Basin unconventional operations.

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

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

24 **Q5. What do you do as a Geologist for Ascent?**

25 A5. In my current role at Ascent my time is primarily spent interpreting and integrating
26 subsurface data into our workflows. This is most clearly expressed by creating and
27 maintaining our subsurface maps for use across a variety of disciplines as well as
28 helping quality control the data used to generate maps. Additional responsibilities
29 include geological exhibits to land to verify the geological accuracy of their docu-
30 mentation (such as Unitization agreements), aiding in the integration of operational

1 data into our analyses, and in general being a geologic resource to other departments
2 within Ascent. Previous to my analytical role at Ascent I was responsible for the
3 prognosis and active Geosteering of wells being drilled, integrating with the Drilling
4 department to maximize accuracy and efficiency of drilling targeting.

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

6 A6. The development process starts with the detailed mapping of various rock/reservoir
7 properties to determine the optimum locations for developing commercial quantities
8 of producible hydrocarbons. This determination is made by gathering and analyzing
9 data from a variety of sources, including wireline well logs, measurements from core
10 material retrieved from a wellbore, and seismic surveys. The development process
11 also includes determining the optimum azimuth for a horizontal wellbore in order to
12 achieve the most efficient reservoir production. This determination is made from a
13 variety of data types, such as wellbore image data, microseismic surveys, and wire-
14 line log data. The preferred azimuth direction of the wellbore, or lateral, is based on
15 how the target formation will behave when hydraulically fractured during the com-
16 pletion process. As is the case with most operators in the Utica play, we drill our
17 wells perpendicular to the maximum current day horizontal stress direction. In this
18 area of Harrison County, where the Scout NE SHC HR Unit is located, this stress
19 direction is roughly N60°E by S60°W. Therefore, our laterals are drilled perpendic-
20 ular to this direction at approximately N30°W by S30°E. Once we have determined
21 the optimum wellbore azimuth, we search for viable surface locations to construct
22 well pads to most efficiently develop our Utica/Point Pleasant mineral leasehold.
23 The horizontal wells, or laterals, are then planned to originate from these surface
24 locations and are drilled on specific dates based on a variety of factors. It is ideal to
25 find well pads that are suitable for multi-well development because this minimizes
26 surface impact and makes the drilling and completion process much more efficient
27 than single well pads. Once the well pad locations have been negotiated and settled
28 with the surface owners, we coordinate with licensed surveyors and our internal reg-
29 ulatory department to secure well permits. We also work with directional planning
30 consultants to create suitable wellbore plans, or directional plans, which allow us to

1 drill horizontally. Finally, we communicate with the drilling consultants and con-
2 tractors on the well pad location to successfully drill the lateral wellbore in the tar-
3 geted stratigraphic interval; this process, of guiding the drill bit, is called “geosteer-
4 ing” the well. After the wells are drilled on a well pad, the completion engineers
5 design a hydraulic fracture program that takes in to account a variety of factors, in-
6 cluding the geomechanical properties of the strata, well spacing, logistics, and eco-
7 nomics. After these wells have been drilled and completed (i.e., hydraulically frac-
8 tured), they are connected to a gathering system and the wells are “turned in line” as
9 producing wells.

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

11 A7. I am testifying in support of the *Application of Ascent Resources – Utica, LLC for*
12 *Unit Operation* (the “Application”), with respect to the Scout NE SHC HR Unit. My
13 testimony will show that the Unitized Formation described in the Application is part
14 of a pool and thus an appropriate subject of unitization. Additionally, my testimony
15 will support the Unit Plan’s allocation of unit production and expenses to separately
16 owned tracts on a surface-acreage basis, based on the unit area’s nearly uniform
17 thickness and substantially identical geological characteristics throughout.

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

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

20 A8. A pool is generally understood to be an area of geologically consistent reservoir
21 properties such as thickness, porosity, permeability, and rock type that share an
22 accumulation of hydrocarbons. This is consistent with the Ohio statutory definition
23 of a pool, which is “an underground reservoir containing a common accumulation of
24 oil or gas, or both, but does not include a gas storage reservoir.”

25 **Q9. How is the Unitized Formation defined for the Scout NE SHC HR Unit?**

26 A9. It is defined as the subsurface portion of the Scout NE SHC HR Unit at a stratigraphic
27 interval that is from the top of the Utica Shale Formation to the base of the Utica
28 Shale Formation, which includes the Point Pleasant interval, as more particularly
29 indicated in Attachment 1.

30 **Q10. Do you have an opinion on whether or not the Unitized Formation contemplated**
31 **by the Scout NE SHC HR Unit constitutes a pool or part of a pool?**

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

3 **Q11. Why?**

4 A11. Ascent believes the Point Pleasant interval and the encompassing Utica Shale For-
5 mation are both part of the same pool in the proposed Scout NE SHC HR Unit. Based
6 on our analysis of the geological data, which includes wireline logs, core testing,
7 image logs, and microseismic data, we think most of the production is from the Point
8 Pleasant interval. However, a small portion of the oil and gas accumulation occurs
9 within that portion of Utica Shale Formation above the Point Pleasant interval. Even
10 though we will drill and target the Point Pleasant interval, some portion of the Utica
11 Shale Formation above the Point Pleasant interval will also be accessed by way of
12 the rock matrix and natural and induced fracturing.

13 **Q12. What data sources did Ascent use in determining the geologic features of the**
14 **Scout NE SHC HR Unit?**

15 A12. We used wireline logs from surrounding wells, core data from the Ruth W MTP JF
16 4P well (API #: 34081207820000) located about 1.9 miles southeast of the proposed
17 Unit, and structural information from previously drilled horizontal wells throughout
18 the area.

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

20 A13. Attachment 2, Exhibit 1, is a subsea structure map of the Point Pleasant interval
21 around the proposed Scout NE SHC HR Unit, which is outlined in blue. From the
22 structure map, there is no reason to think there are any structural features that would
23 separate the Utica/Point Pleasant reservoir within the proposed Scout NE SHC HR
24 Unit. Attachment 2, Exhibit 2, is a stratigraphic cross-section of two key vertical
25 wells near the proposed Scout NE SHC HR Unit, being the Solo SHC HR 1H and
26 Ruth W MTP JF 4P. See Attachment 2, Exhibit 1, for location of the cross-section
27 wells. The log data curves displayed in both wells are the gamma ray in the left track
28 and the deep resistivity in the right track. As seen on this exhibit, the log data demon-
29 strates that the Utica/Point Pleasant stratigraphy is very consistent and does not sig-
30 nificantly change near the proposed Scout NE SHC HR Unit. Geologic properties in

1 general, like thickness and resistivity, are laterally consistent throughout the pro-
2 posed Unit.

3 **Q14. How does this data support your opinion that the Scout NE SHC HR Unit should**
4 **be considered a part of a pool?**

5 A14. The log data demonstrate that formation thickness remains relatively constant across
6 the proposed Scout NE SHC HR Unit. Porosity and resistivity will be relatively uni-
7 form across the unit. Based on the foregoing, in my professional opinion, the area
8 within the proposed Scout NE SHC HR Unit boundary is all one geologic unit, or
9 part of the same pool.

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

12 A15. Yes.

13 **ALLOCATION METHODOLOGY**

14 **Q16. Production and expenses are allocated to the separate tracts in the Scout NE**
15 **SHC HR Unit under the Unit Plan on a surface-acreage basis. Do you have an**
16 **opinion on whether that allocation method is appropriate, given your education**
17 **and professional experience?**

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

19 **Q17. Why?**

20 A17. The relative thickness and reservoir qualities of the Utica and Point Pleasant is ex-
21 pected to be consistent across the Scout NE SHC HR Unit. There are no substantial
22 variations expected across the proposed unit and therefore there is no geologic reason
23 to allocate production using a method other than surface acreage.

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

26 A18. Yes.

27 **Q19. Have you seen this allocation method used in other shale basins?**

28 A19. Yes. Ascent has used this method on all the units that we have drilled in Ohio to date.
29 To my knowledge, similar methods are used in West Virginia, Pennsylvania, Texas,
30 Louisiana, and Oklahoma.

31 **Q20. Does this conclude your testimony?**

1 A20. Yes.

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

In re the Matter of the Application of Ascent :
Resources – Utica, LLC for Unit Operation :
: :
: :
Scout NE SHC HR Unit :

**PREPARED TESTIMONY OF JOSEPH KRENGER
ON BEHALF OF ASCENT RESOURCES – UTICA, LLC**

Paul B. Westbrook (0092870)
HARRIS, FINLEY & BOGLE, P.C.
777 Main Street, Suite 1800
Fort Worth, Texas 76102
Tel. (817) 870-8700
Email: pwestbrook@hfblaw.com

Attorneys for Applicant,
Ascent Resources – Utica, LLC

PREPARED DIRECT TESTIMONY OF JOSEPH KRENGER

1 **INTRODUCTION.**

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

3 A1. My name is Joseph Krenger. I am a Reservoir Engineer II with Ascent Resources –
4 Utica, LLC (“Ascent”). My business address is 3501 NW 63rd St, Oklahoma City,
5 OK 73116.

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

7 A2. I hold Bachelor of Science degree in Petroleum Engineering from the University of
8 Oklahoma.

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

10 A3. I have more than 11 years of Engineering experience in the Upstream E&P sector. I
11 began my career with Devon Energy after college in 2011. I spent the first few years
12 rotating through their Emerging Professionals development program before being
13 more permanently placed within their East Texas asset team. From there, I have
14 served as a Reservoir Engineer for their East Texas and Barnett Shale assets. I served
15 as the reservoir engineering representative over their East Texas and Southern Bar-
16 nett Shale divestitures. I transitioned to Ascent in March 2019 as a Reservoir Engi-
17 neer II. Since working for Ascent, I have had a hand in our type curve development,
18 development team planning, reserves estimation and A&D valuations.

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

20 A4. Yes. I am currently a member of the Society of Petroleum Engineers.

21 **Q5. What do you do as a Reservoir Engineer for Ascent?**

22 A5. As a Reservoir Engineer at Ascent, I am responsible for quantifying hydrocarbon
23 volumes in the Utica/Point Pleasant and Marcellus Shale Formations. This work is
24 utilized in reserve/resource estimation, opportunity assessment, and development op-
25 timization activities. In addition, I coordinate data gathering activities such as well
26 testing, PVT analysis, and pressure/temperature measurements; which are all per-
27 formed in order to better understand the reservoir and forecast well performance
28 more accurately. Some of the tools I use to estimate reserves include decline curve

1 analysis, rate transient analysis, reservoir modeling/simulation, and volumetric cal-
2 culations.

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

4 A6. I am testifying in support of the *Application of Ascent Resources – Utica, LLC for*
5 *Unit Operation* (the “Application”), with respect to the Scout NE SHC HR Unit,
6 consisting of two hundred and eleven (211) separate tracts of land totaling approxi-
7 mately 548 acres in Harrison County, Ohio. My testimony addresses the following:
8 (i) that unit operations for the Scout NE SHC HR Unit are reasonably necessary to
9 increase substantially the ultimate recovery of oil and gas, and (ii) that the value of
10 the estimated additional recovery due to unit operations exceeds its estimated addi-
11 tional costs.

12 **UNIT OPERATIONS ARE REASONABLY NECESSARY TO INCREASE SUB-**
13 **STANTIALY THE ULTIMATE RECOVERY OF OIL AND GAS.**

14 **Q7. With regard to the Scout NE SHC HR Unit, have you made an estimate of the**
15 **production you anticipate from the proposed unit’s operations?**

16 A7. Yes, it is estimated that if the Scout NE SHC HR Unit was developed by drilling a
17 single lateral projected to be approximately 19,099’ in length, then 548 acres would
18 be effectively developed and 42 Bcfe of natural gas would be recovered. The calcu-
19 lations are summarized in Attachment 2, Exhibit 5.

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

21 A8. Using offset well production data, analogous shale plays, decline curve analysis and
22 reservoir modeling/simulation, type curves for dry gas wells in the Utica/Point Pleas-
23 ant Shale were generated. The reserves applied to the well in the Scout NE SHC HR
24 Unit have been estimated based on these type curves. This process is recognized
25 throughout all North American unconventional shale plays and industry accepted as-
26 sumptions and practices were adhered to.

27 **Q9. If the Scout NE SHC HR Unit as proposed were not granted, have you estimated**
28 **the production that could be recovered?**

29 A9. Yes, the results of my calculations are summarized in Attachment 2, Exhibit 5. If we
30 were not able to unitize the Scout NE SHC HR Unit, Ascent would not be able to

1 complete 18,372' of the estimated 19,099 lateral feet for the unitized unit. Addition-
2 ally, estimates predict we would only be able to recover 1.6 Bcfe of natural gas. The
3 stimulated lateral length reduction is a result of the inability to complete segments
4 within our unit boundary subject to unleased tracts and "stand-off" requirements.

5 **Q10. In your professional opinion, would it be economic to develop the Scout NE SHC**
6 **HR Unit using traditional vertical drilling?**

7 A10. No, vertical well drilling is more applicable in a thicker, more permeable productive
8 interval. Horizontal drilling in conjunction with multi-stage hydraulic fracturing is
9 necessary in tight shale formations such as the Utica/Point Pleasant. This technique
10 has the effect of increasing the surface area exposed to the formation and in turn
11 provides more conduits by which the hydrocarbons can be drained. Without hori-
12 zontal drilling and stimulation, the permeability is too low to produce sufficient
13 quantities of hydrocarbons to economically justify the cost of development.

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

16 A11. The results of my calculations are summarized in Attachment 2, Exhibit 5. Taking
17 the difference between the unitized and un-unitized development plan, we would not
18 develop roughly 526 acres of the Utica/Point Pleasant by losing 18,372' of produci-
19 ble lateral length. This results in a loss in recoverable reserves of roughly 40.4 Bcfe
20 of natural gas.

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

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

27 **VALUE OF ESTIMATED ADDITIONAL RECOVERY EXCEEDS ITS ESTI-**
28 **MATED ADDITIONAL COSTS**

29 **Q13. Let's turn to the financial side of the project. Generally, in your professional**

1 **experience, how would the economics of a development project such as the de-**
2 **velopment of the Scout NE SHC HR Unit be evaluated?**

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

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

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

9 **Q15. Would you walk us through your economic evaluation, beginning with your es-**
10 **timate of the anticipated revenue stream from the Scout NE SHC HR Unit's**
11 **development?**

12 A15. I took the estimated ultimate recovery on a gas equivalent basis and multiplied it by
13 the NYMEX strip gas price as of the close of 3-31-2023.

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

15 A16. Capital and operating expenses were incorporated in my analysis. The total esti-
16 mated capital is based on the capital costs for both the drilling and completion pro-
17 cess. The basis for this estimate comes from recent costs we have experienced and
18 incurred in our Utica drilling program. Our operations group calculates a cost for
19 various lateral lengths that are then scaled based on the respective lateral length of
20 the well in the Scout NE SHC HR Unit. The operating expenses are based on oper-
21 ating experience we have from similar operating areas in Ohio. I look at total oper-
22 ating costs allocated to each well. The costs are then categorized as a fixed or variable
23 cost. Operating costs incorporated in this analysis are both fixed and variable cost
24 estimates.

25 **Q17. Did you consider whether the Scout NE SHC HR Unit could be developed using**
26 **a different, smaller unit or by locating the well pad somewhere else?**

27 A17. Yes, however, there was not a feasible solution for alternative development. Other
28 potential locations were ruled out due to ownership, topography, and setback from
29 dwelling requirements that made it difficult to locate an alternative pad site that

1 would be suitable to develop all of the minerals. Thus, developing the Scout NE
2 SHC HR Unit from the location demonstrated on Attachment 2, Exhibit 3, will max-
3 imize efficiency, minimize surface disturbance, and is the sensible decision opera-
4 tionally, environmentally and economically.

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

8 A18. Yes. The capital expense is \$13.7 million for the unitized project, as compared to
9 \$4.8 million for the non-unitized project. The undiscounted value of future cash
10 flows from the unitized project is \$118.9 million as compared to -\$1.6 million for the
11 non-unitized project. The net present value of future cash flows (assuming a discount
12 rate of 10%) from the unitized project is \$53.0 million compared to -\$2.5 million for
13 the non-unitized project. Thus, the value of the estimated additional recovery from
14 the unitized project exceeds its estimated additional costs.

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

16 A19. Yes.

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

In re the Matter of the Application of Ascent :
Resources – Utica, LLC for Unit Operation :
: :
: :
Scout NE SHC HR Unit :

**PREPARED TESTIMONY OF GRANT H. PARKER ON
BEHALF OF ASCENT RESOURCES – UTICA, LLC**

Paul B. Westbrook (0092870)
HARRIS, FINLEY & BOGLE, P.C.
777 Main Street, Suite 1800
Fort Worth, Texas 76102
Tel. (817) 870-8700
Email: pwestbrook@hfblaw.com

Attorneys for Applicant,
Ascent Resources – Utica, LLC

PREPARED DIRECT TESTIMONY OF GRANT H. PARKER

1 **INTRODUCTION.**

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

3 A1. My name is Grant Parker. I am a Senior Landman with Ascent Resources – Utica,
4 LLC (“Ascent”). My business address is 3501 N.W. 63rd Street, Oklahoma City,
5 OK 73116.

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

7 A2. I hold a Bachelor of Science degree in Accounting and Finance from Oklahoma
8 State University.

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

10 A3. Since graduating from Oklahoma State University in 2007, I have worked in the
11 Oil and Gas Industry in various roles in Land. I have been employed by Ascent for
12 two and a half years as a Senior Landman. Prior to Ascent, I worked at Chesapeake
13 Energy for 13 and ½ years in Supervisory and Landman roles in the Utica, Eagle
14 Ford, and Land Administration groups.

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

16 A4. I am a member of the American Association of Professional Landmen (AAPL), and
17 the Oklahoma City Association of Professional Landmen (OCAPL).

18 **Q5. What do you do as a Landman for Ascent?**

19 A5. As a Landman, I am responsible for managing field brokers, negotiating lease
20 acquisitions, and handling title matters for our operations in the Utica Shale. I have
21 also been responsible for overseeing our unitization efforts with regard to the Scout
22 NE SHC HR Unit.

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

24 A6. I am testifying in support of the *Application of Ascent Resources – Utica, LLC for*
25 *Unit Operation* (the “Application”), with respect to the Scout NE SHC HR Unit,
26 consisting of two hundred and eleven (211) separate tracts of land totaling
27 approximately 548.482 acres in Harrison County, Ohio. In particular, I will describe
28 the efforts made by Ascent to put the Scout NE SHC HR Unit together and the Unit
29 Plan that Ascent is proposing.

30 **EFFORTS MADE BY ASCENT TO LEASE UNIT TRACTS.**

1 **Q7. What percentage of the total acreage of the Scout NE SHC HR Unit is**
2 **represented by the oil and gas rights held by Ascent and the other committed**
3 **working interest owners (excluding partially leased tracts)?**

4 A7. Ascent controls more than 65% of the working interest in the unit.

5 **Q8. Why was Ascent not able to acquire the oil and gas rights to all of the acreage**
6 **in the Scout NE SHC HR Unit?**

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

12 **Q9. Have you prepared an affidavit detailing Ascent's efforts to obtain a lease from**
13 **the unleased mineral owners in the Scout NE SHC HR Unit?**

14 A9. Attachment 2, Exhibit 8 highlights Ascent's efforts to obtain a lease on the
15 remaining unleased tracts of land.

16 **Q10. If an unleased mineral owner was to ask to lease with Ascent, would Ascent be**
17 **likely to agree?**

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

20 **Q11. Could you describe the location of the leased and unleased tracts within the**
21 **Scout NE SHC HR Unit?**

22 A11. Yes. Attachment 2, Exhibit 3 is a colored plat showing each of the tracts in the
23 Scout NE SHC HR Unit, along with the wellbore in same. The tracts highlighted in
24 yellow indicate that Ascent and the other committed working interest owners have
25 acquired the necessary rights to fully develop the oil and gas thereunder. The tracts
26 highlighted in red indicate that the tract is either unleased or partially unleased. The
27 tracts highlighted in green indicate an uncommitted working interest owner.

28 **Q12. Do you have an aerial plat of the Scout NE SHC HR Unit?**

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

30 **UNIT PLAN PROVISIONS**

31 **Q13. Would you describe generally the development plan for the Scout NE SHC HR**
32 **Unit?**

1 A13. Ascent plans to develop the Scout NE SHC HR Unit from a well pad that is located
2 in the South end of the unit. From that pad, Ascent plans to drill one (1) horizontal
3 well in the Scout NE SHC HR unit. This well, the Scout NE SHC HR 11H, is
4 projected to be 19,099' in length as shown on Attachment 2, Exhibit 3.

5 **Q14. Does Ascent have a specific timeline for drilling the wells in the Scout NE SHC**
6 **HR Unit?**

7 A14. Ascent intends to spud the Scout NE SHC HR 11H in the fourth quarter of 2023.

8 **Q15. Does Ascent have any other development activity in the immediate area?**

9 A15. Yes, please see Attachment 2, Exhibit 6, which depicts Ascent's units in the area
10 of the Scout NE SHC HR Unit.

11 **Q16. Are you familiar with the Unit Plan proposed by Ascent for the Scout NE SHC**
12 **HR Unit?**

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

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

19 A17. Yes. The general intent of the Unit Plan is to effectively combine the oil and gas
20 rights and interests in the Scout NE SHC HR Unit in a uniform manner so that they
21 can be developed as though each of the tracts were covered by a single lease.

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

23 A18. No. The Unit Plan only unitizes the oil and gas rights in and related to the Unitized
24 Formation. The Unitized Formation is those depths located from the top of the Utica
25 Shale Formation to the base of the Utica Shale Formation, which is also the base of
26 the Point Pleasant interval.

27 **Q19. How would production from the Scout NE SHC HR Unit be allocated?**

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

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

1 A20. Based on the testimony of Paul Cooper attached to the Application as Exhibit 3, a
2 surface-acreage basis is an appropriate method of allocation because the formation
3 thickness and reservoir quality of the Unitized Formation is expected to be
4 consistent across the Scout NE SHC HR Unit.

5 **Q21. Would you go through an example from Exhibit A-2 to the Unit Operating**
6 **Agreement to illustrate how a surface-acreage basis would be applied to the**
7 **Scout NE SHC HR Unit?**

8 A21. Yes. If you look at the column on Exhibit A-2 to the Unit Operating Agreement
9 entitled "Surface Acres in Unit," it shows the number of surface acres in each tract
10 of land included within the Scout NE SHC HR Unit. The adjacent column on
11 Exhibit A-2 shows the related tract participation, which is calculated by dividing
12 those surface acres by the total number of surface acres in the unit and multiplying
13 that quotient by the applicable mineral owner's interest in that tract. So, for
14 example, if you look at Tract Number 7 on Exhibit A-2, it shows that this particular
15 tract contains 4.013 surface acres in the 548.482 acre Scout NE SHC HR Unit and
16 is owned entirely by Justin Knight and Brandi Knight, husband and wife, which
17 equates to a tract participation of approximately 0.731656% $((4.013 \div 548.482) \times$
18 $100\% = 0.731656\%)$.

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

20 A22. It would mean this particular tract owned of record by Justin Knight and Brandi
21 Knight, husband and wife would have allocated to it 0.731656% of all production
22 from the Scout NE SHC HR Unit, which would then be distributed based on the
23 terms of the lease or other relevant document affecting ownership to production
24 proceeds from the tract.

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

27 A23. Yes.

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

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

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

31 A25. Like production in the unit, generally on a surface-acreage basis. Article 3 of the
32 Unit Plan provides that expenses, unless otherwise allocated in the Unit Operating

1 Agreement, will be allocated to each tract of land within the unit in the proportion
2 that the surface acres of each tract bear to the surface acres of the entire unit.

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

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

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

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

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

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

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

15 A29. Yes.

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

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

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

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

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

30 A32. Yes. The terms as presented in Exhibit C are commonly accepted amongst operators
31 and clearly set forth definitions, processes, timelines, etc., so that all parties can

1 fully understand and agree as to those costs and accounting procedures associated
2 with the activity of drilling and producing oil and natural gas wells and units.

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

5 A33. No.

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

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

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

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

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

21 A36. Yes.

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

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

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

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

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

1 A39. Yes. Exhibit F is a Model Form Recording Supplement to Operating Agreement
2 and Financing Statement, which is a document that is primarily used to give third
3 persons constructive notice of the terms of the Unit Operating Agreement.

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

7 A40. Yes.

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

9 A41. Yes.