



Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

Eric Vendel, Chief

Division of Oil and Gas Resources Management
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ORDER BY THE CHIEF

March 29, 2023

ORDER NO. 2024-88

**TO: EOG Resources, Inc.
14701 Bogert Parkway
Oklahoma City, OK 73134-2646**

**RE: Application for Unitization
Rogue HWS18 A Unit
Harrison and Tuscarawas Counties, Ohio**

**SUBJECT: Order for Unit Operations of the Utica shale and Point Pleasant Formation
for the Rogue HWS18 A Unit**

Pursuant to Ohio Revised Code (“R.C.”) § 1509.28, the Chief of the Division of Oil and Gas Resources Management (“Chief” or “Division”) makes the following Findings and issues the following Order with respect to EOG Resources, Inc.’s (“EOG”) Application for Unit Operations for the Rogue HWS18 A Unit:

DEFINITIONS:

As used in this order:

- 1) “Person” has the same meaning as in R.C. § 1509.01.
- 2) “Application” means the application of EOG Resources, Inc. for Unit Operation of the Rogue HWS18 A Unit signed on December 8, 2023, and includes all updates, amendments, and supplements to it.
- 3) “Royalty interest owner” means a person or the estate of a person, other than a working interest owner, who owns the right to or interest in any portion of the oil and/or gas, or proceeds from the sale thereof, from a tract.

- 4) “Working interest” means an interest in oil and/or gas 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.
- 5) “Working interest owner” means a person or the estate of a person who owns an interest in oil and/or gas 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. “Working interest owner” does not include an unleased mineral owner.
- 6) “Unleased mineral owner” means a royalty interest owner who owns oil and/or gas rights free of a lease or other instrument conveying all or any portion of the working interest in such rights to another. At the time of this order, the unleased mineral owners identified by EOG include those listed on Exhibit A.
- 7) “Consenting working interest owner” means any working interest owner who enters into an agreement with EOG pertaining to the operation of the Rogue HWS18 A Unit.
- 8) “Non-consenting working interest owner” means a working interest owner who does not enter into an agreement with EOG pertaining to the operation of the Rogue HWS18 A Unit. At the time of this order, the non-consenting working interest owners identified by EOG include those listed as leased on Exhibit A with a 0.000% consenting working interest percentage.
- 9) “Gas” has the same meaning as in R.C. § 1509.01.
- 10) “Oil” has the same meaning as in R.C. § 1509.01.
- 11) “Unit Area” means all of the lands, oil and gas leases and/or oil and gas interests of the tracts as shown in Exhibit A totaling 1,309.5279 acres located in Rush Township, Tuscarawas County and Franklin Township and Washington Township, Harrison County, Ohio as shown in Exhibit B.
- 12) “Unit Participation” means the ratio of the surface acreage of a specific tract in the unit area to the total surface acreage of the unit area as that total surface acreage is specified in paragraph one of the Plan for Unit Operations of this order.
- 13) “Gross Proceeds” means a share of the gross production of oil, gas, condensate, and natural gas liquids free of any and all cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, marketing, or pipeline construction and maintenance.

- 14) “Net Proceeds” means the share of gross production of oil, gas, condensate, or natural gas liquids after payment of all costs of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing and taxes.

BACKGROUND:

- 1) EOG filed the application pursuant to R.C. § 1509.28 to conduct unit operations.
- 2) Pursuant to R.C. § 1509.28, the Division held a hearing on January 31, 2024. The hearing was held to consider the need for the operation as a unit of an entire pool or part thereof. EOG representatives provided testimony on the application and answered questions from Division staff.
- 3) The unit operations will occur at an approximate true vertical depth located from the top of the Utica shale to the base of the Point Pleasant Formation.

FINDINGS:

- 1) Based on the application and testimony by EOG’s representatives, the Chief finds that EOG has established that it is the “owner,” as that term is defined in R.C. § 1509.01(K), of greater than 65% of the land area overlying the pool in the Rogue HWS18 A Unit as required by R.C. § 1509.28(A).
- 2) Based on the application and testimony by EOG’s representatives, the Chief finds that the operation of the Rogue HWS18 A Unit is reasonably necessary to increase substantially the ultimate recovery of oil and gas.
- 3) Based on the application and testimony by EOG’s representatives, the Chief finds the value of the estimated additional recovery of oil or gas from the Rogue HWS18 A Unit exceeds the estimated additional cost incident to conducting the operation of the Rogue HWS18 A Unit.

ORDER:

IT IS HEREBY ORDERED:

Pursuant to R.C. § 1509.28, EOG is authorized to conduct operations within the Rogue HWS18 A Unit in accordance with all of the following:

Plan for Unit Operations

- 1) The unit area is comprised of the tracts totaling 1,309.5279 acres located in Rush Township, Tuscarawas County and Franklin Township and Washington Township, Harrison County, Ohio as shown in Exhibit B.

- 2) EOG proposes to drill four wells in the Rogue HWS18 A Unit for the purpose of recovering oil and gas. EOG shall drill at least one well to total measured depth as specified in the application in the unit area within 12 months from the date of approval of this Order as prescribed in Paragraph 10 of this order. If EOG fails to drill at least one well to total measured depth as specified in the application in the unit area within 12 months from the date of approval of this Order as prescribed in Paragraph 10 of this order, the Chief may revoke this order. In order to achieve the stated goal of substantially increasing the ultimate recovery of oil and gas from the Utica shale and Point Pleasant Formation within the unit area, EOG shall produce from four wells no later than four years after the date of approval of this order. If EOG fails to drill, complete, and produce at least four wells in the unit area, the Chief may amend or revoke this order. Any additional wells permitted by the Chief for the Utica shale and Point Pleasant Formation in the unit area are subject to this order.
- 3) Information from EOG for the Rogue HWS18 A Unit establishes that the Utica shale and Point Pleasant Formation uniformly underlies the unit area. Therefore, the allocated share of production to each tract shall be equal to that tract's unit participation.
- 4) Except as provided in Paragraph 9(d) of this order, all charges and credits made for investments in wells, tanks, pumps, machinery, materials, and equipment contributed to the Rogue HWS18 A Unit operations shall be allocated among the working interest owners of each tract based on the unit participation. The proportionate share of the expenses attributable to tracts of the unleased mineral owners shall be allocated to EOG and the working interest owners.
- 5) All unit operation expenses, including capital investment, shall be charged to, and paid by, EOG and working interest owners in amounts based on the unit participation plus their proportionate share of the expenses attributable to the tracts of unleased mineral owners. All unit operation expenses concerning wells and operating equipment shall be just and reasonable.
- 6) If necessary, EOG and the consenting working interest owners shall carry, or otherwise finance, any non-consenting working interest owners who are unable to meet their financial obligations in connection with the unit operations. EOG and all other consenting working interest owners' reasonable interest charge for carrying or financing the non-consenting working interest owners shall be determined by the terms of EOG's Unit Agreement and Model Form Operating Agreement for the Rogue HWS18 A Unit. Once a specific cost is charged to the initial well, that same cost cannot be charged to subsequent wells in the unit area.
- 7) EOG shall supervise and conduct all unit operations. Each working interest owner shall have a voting interest equal to its Unit Participation. Approval of unit operations shall be subject to the terms of EOG's Unit Agreement and Model Form Operating Agreement for the Rogue HWS18 A Unit.

- 8) Unit operations may commence as of 7:00 a.m. on the day following the date of approval of this order as prescribed in Paragraph 10 of this order. Once the initial well is placed into production, operations within the Rogue HWS18 A Unit may continue as long as hydrocarbons are produced from any well in the unit area without a cessation of more than 90 days, unless otherwise approved by the Chief in writing or as prescribed in Paragraph 8(a) of this order.
- a) Except as provided otherwise in Paragraph 8(b) of this order, after the initial well is placed into production in the Rogue HWS18 A Unit, if EOG ceases production of hydrocarbons from all wells in the Rogue HWS18 A Unit for more than 90 days, but not more than 260 days, and has never ceased production of hydrocarbons from all wells in the Rogue HWS18 A Unit for more than 90 days previously, operations in the Rogue HWS18 A Unit may continue so long as EOG pays each unleased mineral owner a monthly “delay in production” payment calculated as set forth in Paragraph 8(a)(i) through (iii) of this order until production resumes from at least one well in the Rogue HWS18 A Unit:
- i. For each 30-day period, beginning at day 91 and ending on day 180 that EOG does not produce hydrocarbons from the Rogue HWS18 A Unit, EOG shall pay each unleased mineral interest owner a payment in an amount equal to 15% of the average of the payments made to that unleased mineral owner pursuant to Paragraph 9(c) of this order for the three months immediately preceding the date that the production of hydrocarbons ceased in the Rogue HWS18 A Unit. These payments are in addition to any payments that may be owed under paragraph 9 of this order.
 - ii. For each 30-day period, beginning on day 181 and ending on day 260 that EOG does not produce hydrocarbons from the Rogue HWS18 A Unit, EOG shall pay each unleased mineral owner a payment in an amount equal to 20% of the average of the payments made to that unleased mineral owner pursuant to Paragraph 9(c) of this order for the three months immediately preceding the date that the production of hydrocarbons ceased in the Rogue HWS18 A Unit. These payments are in addition to any payments that may be owed under paragraph 9 of this order.
 - iii. Payments to unleased mineral owners under this Paragraph shall be prorated to account for any changes in ownership of the unleased mineral interest and any resumption of production during a 30-day period.

- b) If EOG ceases production of hydrocarbons from all wells in the Rogue HWS18 A Unit for more than 360 days, unless otherwise approved by the Chief in writing, the Chief may revoke this Chief's Order.
 - c) The Rogue HWS18 A Unit may be terminated if working interest owners owning at least 51% of the working interest in the unit area determine that the unit operations are no longer warranted. If the unit operations are so terminated, EOG shall provide written notice of the termination to the Division and to all unleased mineral owners. In addition to the notice of termination, EOG shall provide an affidavit to the Division attesting to the basis of the termination and all dates applicable to that basis. If termination of unit operations occurs prior to drilling and completing for production of four wells in the Rogue HWS18 A Unit, the Chief may amend this order.
- 9) The following additional provisions are found to be appropriate:
- a) No activity associated with the drilling, completion, or operation of the Rogue HWS18 A Unit shall be conducted on the surface of any unleased property without the prior written consent of the owner of the surface rights of the unleased property.
 - b) Unleased mineral owners shall not incur liability for any personal or property damage associated with any drilling, testing, completing, producing, operating, or plugging and restoration activities within the Rogue HWS18 A Unit.
 - c) Each unleased mineral owner shall receive a monthly cash payment equal to a one-eighth share of the gross proceeds from production. Allocation of the one-eighth share shall be based on the unit participation of each unleased mineral owner's tract. EOG shall make monthly cash payments to all unleased mineral owners at the same time the royalty interest owners are paid.
 - d) In addition to the cash payment specified in paragraph 9(c) of this Order, each unleased mineral owner shall receive a monthly cash payment equal to a seven-eighths share of the net proceeds from production. Allocation of the seven-eighths share shall be based on the unit participation of each unleased mineral owner's tract. After EOG recovers 200% of the cost of drilling, testing, and completing the initial well, EOG shall begin making the monthly payments to the unleased mineral owners for that well. For each additional well drilled in the unit area, EOG shall begin making monthly payments equal to seven-eighths share of net proceeds from production to each unleased mineral owner once the working interest owners have recovered 150% of the cost of drilling, testing, and completing each additional well. Once a specific cost is charged to the initial well, that same cost cannot be charged to subsequent wells in the unit area.

- e) Nothing in this order prohibits an unleased mineral owner from entering into a lease agreement with EOG or with any other person. An unleased mineral owner who enters into a lease of their mineral interests with any person after the issuance of this order is no longer an unleased mineral owner under this order as of the effective date of the lease. EOG shall notify the Division upon the execution of a lease agreement with any unleased mineral owner who is subject to this order.
- f) Except as provided in Paragraph 9(d) of this order, no expenses shall be paid by an unleased mineral owner for drilling, testing, completing, producing, or operating any well in the unit area. Moreover, unleased mineral owners are not responsible for any costs related to plugging any well or any restoration in the unit area.
- g) If requested in writing by any unleased mineral owner or by any non-consenting working interest owner, or in any manner by the Division, EOG shall provide, not later than 30 days after the request, any of the following:
 - i. A monthly statement of all costs incurred, together with the quantity of oil and gas produced, and the amount of proceeds realized from the sale of production during the preceding month; and
 - ii. Any authorization for expenditure (AFE) prepared by EOG; and
 - iii. A statement of all costs and expenses for purposes of Paragraphs 6, 8(a), and 9(d) of this order.
- h) EOG shall notify the Division of the assignment or transfer of any of its working interest in the Rogue HWS18 A Unit. If EOG assigns or transfers any of its working interest, the assignee or transferee shall comply with this order. Within 60 days of the notice of assignment or transfer, EOG shall file a copy of the notice with each applicable county recorder's office in the records of each of the tracts that are subject to this order and referenced in Exhibit B of this order. EOG shall submit a certification of the filing to the Division within 14 days of filing.
- i) EOG shall notify the Division within 30 days if a person that is leased by EOG, or any other consenting working interest owner, for purposes of operating the Rogue HWS18 A Unit becomes unleased. If a person becomes unleased, the person is an unleased mineral owner under this order and Paragraphs 8(a) and 9(a) through 9(g) of this order apply.

- j) EOG shall notify the Division if any consenting working interest owner revokes, rescinds, or otherwise terminates the agreement with EOG pertaining to the operation of the Rogue HWS18 A Unit. If a consenting working interest owner revokes, rescinds, or otherwise terminates the agreement with EOG, the working interest owner becomes a non-consenting working interest owner pursuant to this order. EOG also shall notify the Division if any consenting working interest owner assigns or transfers all or part of its working interest in the Rogue HWS18 A Unit. All such assignees or transferees are subject to this order.
 - k) EOG shall notify the Division if any non-consenting working interest owner enters into an agreement with EOG pertaining to the operation of the Rogue HWS18 A Unit. If a non-consenting working interest owner enters into an agreement with EOG, the non-consenting working interest owner becomes a consenting working interest owner pursuant to this order.
 - l) If at any point EOG and consenting working interest owners own less than 65% of the unit, the Chief may amend or revoke this order.
- 10) This order becomes effective on the date EOG provides the Chief with final written approval of the unit operations as prescribed in this order by EOG and consenting working interest owners, and also by the royalty interest owners or, with respect to unleased acreage, unleased mineral owners of 65% of the acreage to be included in the unit. Unit operations may commence as set forth in Paragraph 8 of this Order. If EOG fails to provide all required approvals by September 30, 2024, the order is revoked, and the Chief shall provide notice of the revocation to EOG and to all persons listed in Exhibit A to this order.
 - 11) If this Chief's Order is appealed, the time periods specified in this order are tolled pending final determination of the appeal.
 - 12) Within 21 days of this order becoming effective, EOG shall file a copy of this order with each applicable county recorder's office in the records of each of the tracts that are subject to this order and referenced in Exhibit B of this order. EOG shall submit a certification of the filing to the Division within 14 days of filing. The certification shall include a reference to the volume and page number corresponding to each record where the Chief's Order is recorded.
 - 13) The Chief of the Division retains continuing jurisdiction over the Rogue HWS18 A Unit as is consistent with the Chief's powers and duties as established by R.C. Chapter 1509 and Ohio Admin. Code 1501:9. The Chief reserves the right to amend or revoke this Order subsequent to the commencement of unit operations within the unit area.
 - 14) Except as specifically set forth in the terms of this order, nothing herein shall be construed as a release or waiver of any private right, obligation, duty, claim, or cause of action.

- 15) If there is a conflict between the terms of this Chief's Order and any part of EOG's application, the Chief's Order takes precedence.

March 29, 2024

Eric Vendel

Date

Eric Vendel, Chief
Division of Oil and Gas Resources Management

Addressee is hereby notified that this action is final and effective and may be appealed pursuant to Section 1509.36 of the Ohio Revised Code. If the Order is appealed to the Ohio Oil and Gas Commission, the appeal must be in writing and must set forth the Orders complained of and the grounds upon which the appeal is based. Such appeal must be filed with the Oil and Gas Commission, 2045 Morse Road, Building E-1, Office 103, Columbus, Ohio 43229-6693, within 30 days after the date upon which the person to whom the Order was issued received the order and, for all other persons adversely affected by the order, within 30 days after the date of the Order.

In addition, within three days after the appeal is filed with the Oil and Gas Commission, notice of the filing must be submitted to Eric Vendel, Chief, Division of Oil and Gas Resources Management, Ohio Department of Natural Resources, 2045 Morse Road, Building F, Columbus, Ohio 43229-6693.

Enclosures: Exhibit A
Exhibit B

Rogue HWS18 A Unit Chiefs Order Exhibit A

Exhibit A (JOA Exhibit "A.2")
All Mineral Owners in the proposed Rogue HWS18 A Unit

Tract Number	Lease ID Number (Obligor)	Mineral Owner	Leased Yes or No	Decimal Interest in Tract	Surface Acres in Unit	Tract Participation in Unit	Tax Map Parcel ID	Township	County	Consenting Working Interest Percentage	Applcmt Working Interest Percentage	Assent Uten, LLC Working Interest Percentage	Gapport, LLC Working Interest Percentage	EAP Ohio, LLC Working Interest Percentage	Address	City	State	Zip	Supplement
1	UNLEASED	ROBERT L. PATTERSON AND BEATRICE L. PATTERSON, HUSBAND AND WIFE	N	1.00000	0.335500	0.0256%	48-01195-004	RUSH	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	10124 KLESKI ROAD SE	UHRIGSHVILLE	OH	44633	
2	EAP	ROBERT F. SHIELDS AND CANDY M. SHIELDS, HUSBAND AND WIFE	Y	1.00000	8.267500	0.6313%	48-01196-000	RUSH	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	0.631334%	10054 KLESKI ROAD SE	UHRIGSHVILLE	OH	44633	
3	EOG	JOHN R. VELEY	Y	0.33333	0.072433	0.0055%	48-00538-000	RUSH	TUSCARAWAS	0.005511%	0.005511%	0.000000%	0.000000%	0.000000%	321 CHESTNUT ST.	GNADENHUTTEN	OH	44629	
3	EOG	WILLIAM M. VELEY	Y	0.33333	0.072433	0.0055%	48-00538-000	RUSH	TUSCARAWAS	0.005511%	0.005511%	0.000000%	0.000000%	0.000000%	10488 STATE ROUTE 800	UHRIGSHVILLE	OH	44633	
3	EOG	JEAN A. WOOLLIER	Y	0.33333	0.072433	0.0055%	48-00538-000	RUSH	TUSCARAWAS	0.005511%	0.005511%	0.000000%	0.000000%	0.000000%	106 BELMONT DRIVE	ST. CLAIRSVILLE	OH	43950	
4	EAP	BRANDON L. MILLER	Y	1.00000	4.990400	0.3811%	48-01199-001	RUSH	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	0.381084%	9986 KLESKI ROAD SE	UHRIGSHVILLE	OH	44633	
5	EAP	GLENN RHODES AND HOPE K. RHODES, HUSBAND AND WIFE	Y	1.00000	2.862000	0.2186%	48-01198-000	RUSH	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	0.218552%	8605 W. CALLA ROAD	CANTFIELD	OH	44606	New Address
6	EAP	JAMES JACKSON, UNMARRIED	Y	1.00000	1.585800	0.1180%	48-00570-000	RUSH	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	0.118049%	9902 KLESKI ROAD	UHRIGSHVILLE	OH	44633	
7	EAP	CAROLIE MINERALS, LLC ATTN: BRYAN A. CARLISLE	Y	1.00000	1.827100	0.1395%	48-00472-000	RUSH	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	0.139524%	9080 STATE ROUTE 800 SE	UHRIGSHVILLE	OH	44633	
8	EAP	JESSE NADIER AND MELISSA S. NADIER, HUSBAND AND WIFE	Y	1.00000	1.799500	0.1374%	48-00556-000	RUSH	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	0.137416%	9826 KLESKI ROAD SE	UHRIGSHVILLE	OH	44633	
9	EAP	LANE DAVID GLICK	Y	1.00000	0.686100	0.0524%	39-02007-000	MILL	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	0.052393%	5001 PEHON RUN AVENUE SW	NAVARRA	OH	44662	
10	EAP	RECK HEAVILYN	Y	1.00000	4.769100	0.3642%	39-02001-000	MILL	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	0.364183%	9008 KLESKI ROAD	UHRIGSHVILLE	OH	44633	
11	EAP	EDWARD E. KLESKI AND FRANCES A. KLESKI	Y	1.00000	2.917900	0.2238%	39-01899-000	MILL	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	0.223821%	9278 KLESKI ROAD SE	UHRIGSHVILLE	OH	44633	
12	EAP	DAN KUHNS AND MARTHA B. KUHNS, HUSBAND AND WIFE	Y	1.00000	62.798400	4.7925%	48-01252-000	RUSH	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	4.792549%	17128 HOSMER ROAD	MIDDLETOWN	OH	44662	
13	EAP	DAN KUHNS AND MARTHA B. KUHNS, HUSBAND AND WIFE	Y	1.00000	78.445300	6.0133%	48-01252-000	RUSH	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	6.013259%	17128 HOSMER ROAD	MIDDLETOWN	OH	44662	
14	EAP	DAN KUHNS AND MARTHA B. KUHNS, HUSBAND AND WIFE	Y	1.00000	36.483500	2.7860%	48-01252-000	RUSH	TUSCARAWAS	0.000000%	0.000000%	0.000000%	0.000000%	2.786004%	17128 HOSMER ROAD	MIDDLETOWN	OH	44662	
15	EOG	HOLMES LIMESTONE COMPANY ATTN: MERLE MULLET, PRESIDENT	Y	1.00000	12.465700	0.9519%	48-00641-000	RUSH	TUSCARAWAS	0.951923%	0.951923%	0.000000%	0.000000%	0.000000%	P.O. BOX 295	BERLIN	OH	44610	
16	EOG	HOLMES LIMESTONE COMPANY ATTN: MERLE MULLET, PRESIDENT	Y	1.00000	23.460800	1.7915%	48-00255-000	RUSH	TUSCARAWAS	1.791546%	1.791546%	0.000000%	0.000000%	0.000000%	P.O. BOX 295	BERLIN	OH	44610	
17	EOG	HOLMES LIMESTONE COMPANY ATTN: MERLE MULLET, PRESIDENT	Y	1.00000	40.000000	3.0545%	48-00256-000	RUSH	TUSCARAWAS	3.054536%	3.054536%	0.000000%	0.000000%	0.000000%	P.O. BOX 295	BERLIN	OH	44610	
18	EOG	HOLMES LIMESTONE COMPANY ATTN: MERLE MULLET, PRESIDENT	Y	1.00000	35.004900	2.6731%	48-00257-000	RUSH	TUSCARAWAS	2.673063%	2.673063%	0.000000%	0.000000%	0.000000%	P.O. BOX 295	BERLIN	OH	44610	
19	EOG	HOLMES LIMESTONE COMPANY ATTN: MERLE MULLET, PRESIDENT	Y	1.00000	85.101600	6.4986%	48-00288-000	RUSH	TUSCARAWAS	6.498647%	6.498647%	0.000000%	0.000000%	0.000000%	P.O. BOX 295	BERLIN	OH	44610	
20	EOG	HOLMES LIMESTONE COMPANY ATTN: MERLE MULLET, PRESIDENT	Y	1.00000	33.531800	2.5606%	48-00285-000	RUSH	TUSCARAWAS	2.560602%	2.560602%	0.000000%	0.000000%	0.000000%	P.O. BOX 295	BERLIN	OH	44610	
21	EOG	TAMI RENAHINTZ	Y	1.00000	0.735900	0.0577%	48-00638-000	RUSH	TUSCARAWAS	0.057723%	0.057723%	0.000000%	0.000000%	0.000000%	10651 KLESKI ROAD SE	UHRIGSHVILLE	OH	44633	
22	EOG	HOLMES LIMESTONE COMPANY ATTN: MERLE MULLET, PRESIDENT	Y	1.00000	25.878800	1.9762%	48-00254-000	RUSH	TUSCARAWAS	1.976193%	1.976193%	0.000000%	0.000000%	0.000000%	P.O. BOX 295	BERLIN	OH	44610	
23	EOG	HOLMES LIMESTONE COMPANY ATTN: MERLE MULLET, PRESIDENT	Y	1.00000	3.054900	0.2333%	48-00253-000	RUSH	TUSCARAWAS	0.233283%	0.233283%	0.000000%	0.000000%	0.000000%	P.O. BOX 295	BERLIN	OH	44610	
24	EOG	EILEEN K. SWANEY, DIVORCED AND UNREMARKED	Y	0.50000	23.817450	1.8188%	48-00258-002	RUSH	TUSCARAWAS	1.818781%	1.818781%	0.000000%	0.000000%	0.000000%	2013 N WATER STREET EXT.	UHRIGSHVILLE	OH	44663	
24	EOG	ANNA MARY JONES UNMARRIED	Y	0.50000	23.817450	1.8188%	48-00258-002	RUSH	TUSCARAWAS	1.818781%	1.818781%	0.000000%	0.000000%	0.000000%	8343 PLEASANT VALLEY ROAD SE	UHRIGSHVILLE	OH	44663	
25	EOG	DAVID E. OLSANSKY	Y	1.00000	97.679000	7.4591%	48-00135-000	RUSH	TUSCARAWAS	7.459131%	7.459131%	0.000000%	0.000000%	0.000000%	1185 KINSEY ROAD SE	UHRIGSHVILLE	OH	44699	
26	EOG	LARRY W. MALTERER	Y	1.00000	23.542000	1.7977%	48-00233-003	RUSH	TUSCARAWAS	1.797474%	1.797474%	0.000000%	0.000000%	0.000000%	620 WEST FIRST STREET	UHRIGSHVILLE	OH	44683	
27	EOG	GRACE CARL	Y	1.00000	23.288300	1.7748%	48-00233-002	RUSH	TUSCARAWAS	1.778374%	1.778374%	0.000000%	0.000000%	0.000000%	3971 SCHEIDERS CRS RD NW	DOYER	OH	44622	
28	EOG	GRACE CARL	Y	0.50000	20.169650	1.5402%	48-00233-000	RUSH	TUSCARAWAS	1.540233%	1.540233%	0.000000%	0.000000%	0.000000%	3971 SCHEIDERS CRS RD NW	DOYER	OH	44622	
28	EOG	LARRY MALTERER	Y	0.25000	10.084825	0.7701%	48-00233-000	RUSH	TUSCARAWAS	0.770112%	0.770112%	0.000000%	0.000000%	0.000000%	620 WEST FIRST STREET	UHRIGSHVILLE	OH	44683	
28	EOG	PENNY S. MALTERER	Y	0.25000	10.084825	0.7701%	48-00233-000	RUSH	TUSCARAWAS	0.770112%	0.770112%	0.000000%	0.000000%	0.000000%	8961 WEAVERS RUN ROAD SE	TIPECANOE	OH	44699	
29	EOG	PENNY S. MALTERER	Y	1.00000	5.644100	0.4310%	48-00233-001	RUSH	TUSCARAWAS	0.431003%	0.431003%	0.000000%	0.000000%	0.000000%	8961 WEAVERS RUN ROAD SE	TIPECANOE	OH	44699	
30	EOG	DAVID E. OLSANSKY	Y	1.00000	2.503200	0.1912%	48-00135-001	RUSH	TUSCARAWAS	0.191153%	0.191153%	0.000000%	0.000000%	0.000000%	1185 KINSEY ROAD SE	TIPECANOE	OH	44699	
31	EOG	EILEEN K. SWANEY, DIVORCED AND UNREMARKED ATTN: ADAM BRAUN, TRUSTEE	Y	1.00000	1.000200	0.0764%	48-00258-001	RUSH	TUSCARAWAS	0.076379%	0.076379%	0.000000%	0.000000%	0.000000%	2013 N WATER STREET EXT.	UHRIGSHVILLE	OH	44663	
32	ASCENT	THE ADAM BRAUN TRUST DATED AUGUST 6, 2019	Y	1.00000	40.376100	3.0833%	07-000000362000	FRANKLIN	HARRISON	0.000000%	0.000000%	3.083250%	0.000000%	0.000000%	22 LANSALLE COURT	CANTON	OH	44709	
33	EOG	EILEEN K. SWANEY, DIVORCED AND UNREMARKED	Y	0.50000	29.407600	2.2457%	48-00258-000	RUSH	TUSCARAWAS	2.245664%	2.245664%	0.000000%	0.000000%	0.000000%	2013 N WATER STREET EXT.	UHRIGSHVILLE	OH	44663	
33	EOG	ANNA MARY JONES UNMARRIED	Y	0.50000	29.407600	2.2457%	48-00258-000	RUSH	TUSCARAWAS	2.245664%	2.245664%	0.000000%	0.000000%	0.000000%	8343 PLEASANT VALLEY ROAD SE	UHRIGSHVILLE	OH	44663	
34	EOG	JAMES L. WILLISON, JR.	Y	1.00000	8.950900	0.6835%	48-01246-000	RUSH	TUSCARAWAS	0.683521%	0.683521%	0.000000%	0.000000%	0.000000%	79780 FRIEPORT ROAD SE	TIPECANOE	OH	44699	
35	EOG	**JAMES L. WILLISON, JR.	Y	1.00000	0.427400	0.0326%	48-01247-000	RUSH	TUSCARAWAS	0.032638%	0.032638%	0.000000%	0.000000%	0.000000%	79780 FRIEPORT ROAD SE	TIPECANOE	OH	44699	
35	EOG	*INDA MCCLEARY	Y	*	*	*	48-01247-000	RUSH	TUSCARAWAS	*	*	*	*	*	6745 BARBLEY ROAD SE	UHRIGSHVILLE	OH	44633	
35	EOG	*RONNA MCKIBBEN	Y	*	*	*	48-01247-000	RUSH	TUSCARAWAS	*	*	*	*	*	3300 MORAVIAN TRAIL	TIPECANOE	OH	44699	

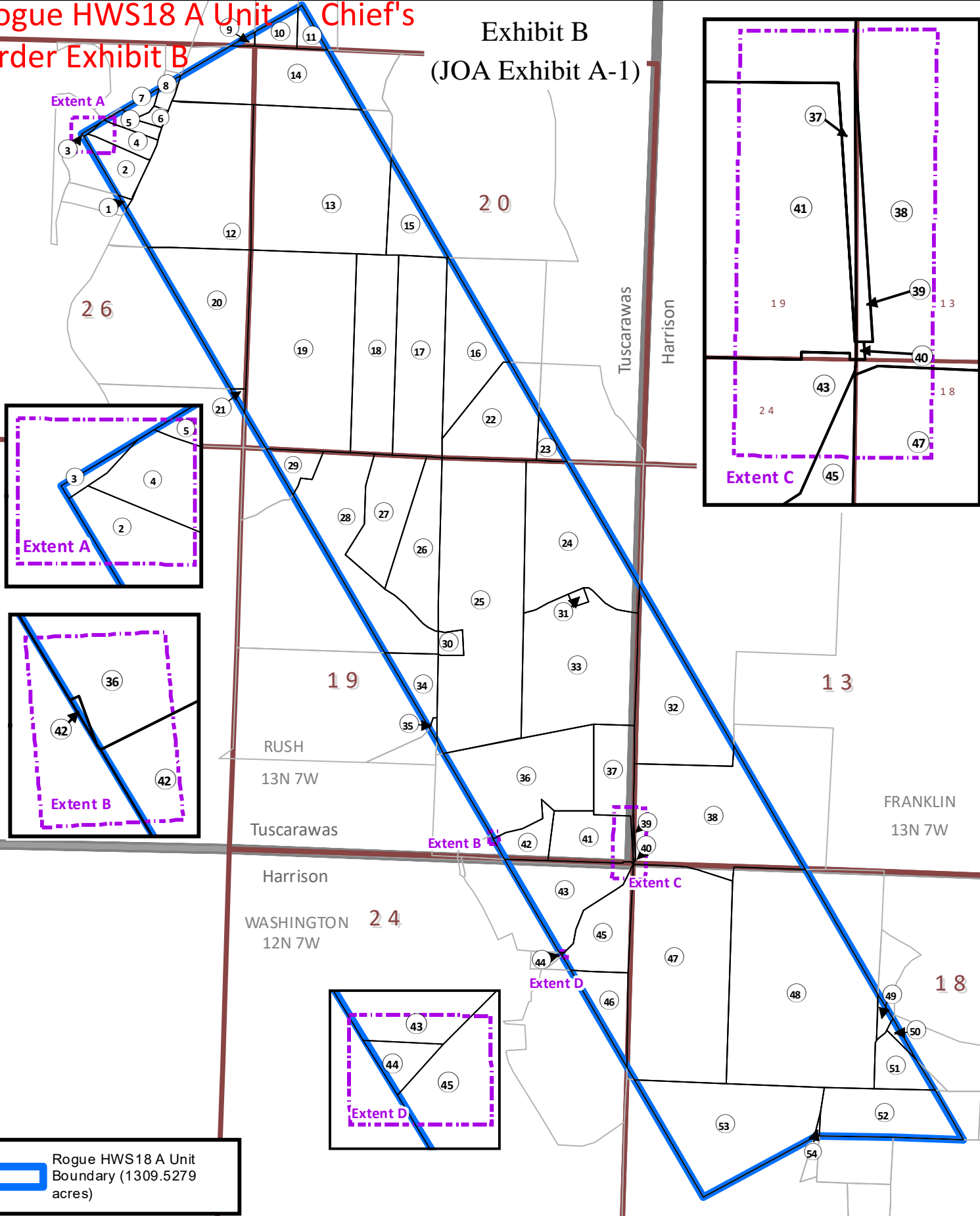
35	EOG	*DONNA LAUGHLIN	Y	*	*	*	48-01247-000	RUSH	TUSCARAWAS	*	*	*	*	*	*	*	*	314 MONROE ST. NEW	DOVER NEW	OH	44622	
35	EOG	*PATRICIA S. WELLS	Y	*	*	*	48-01247-000	RUSH	TUSCARAWAS	*	*	*	*	*	*	*	*	824 THIRD ST. NE P.O. BOX 374	PHILADELPHIA GNADISHTUTIN	OH	44663	
35	EOG	*KON KINSKY	Y	*	*	*	48-01247-000	RUSH	TUSCARAWAS	*	*	*	*	*	*	*	*		PHILADELPHIA	OH	44629	
36	EOG	DAVID E. OLINSKIY	Y	1.00000	*	48.860900	48-00140-000	RUSH	TUSCARAWAS	3.4247%	3.424662%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	11185 KINSEY ROAD SE	TIPPECANOE	OH	44699		
37	EOG	JAMES BRIGHT AND KATHIE A. BRIGHT, HUSBAND AND WIFE, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM	Y	1.00000	15.665000	1.19629%	48-00080-001	RUSH	TUSCARAWAS	1.196293%	1.196293%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	2923 FAIR OAKS DRIVE	NORTON	OH	44203	Change Working Interest owner and change to consenting	
38	EOG	GARY D. LONG AND ROBERT M. LONG, HUSBAND AND WIFE, A JOINT LIFE ESTATE WITH REMAINDER OVER IN FEE SIMPLE TO THE SURVIVOR OF THEM	Y	1.00000	60.434100	4.6150%	07-0000071.000	FRANKLIN	HARRISON	4.614953%	4.614953%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	29200 FERGIUSON ROAD	TIPPECANOE	OH	44699		
39	EOG	JAMES BRIGHT AND KATHY BRIGHT, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP	Y	1.00000	0.267300	0.0204%	07-0000152.000	FRANKLIN	HARRISON	0.020412%	0.020412%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	2923 FAIR OAKS DRIVE	NORTON	OH	44203		
40	EOG	JAMES W. POTTS AND JUDY A. POTTS, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, LIFE TENANTS	Y	1.00000	0.017100	0.0013%	07-0000152.000	FRANKLIN	HARRISON	0.001306%	0.001306%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	29000 FERGIUSON ROAD	TIPPECANOE	OH	44699		
41	EOG	JAMES W. POTTS AND JUDY A. POTTS, FOR THEIR JOINT LIVES, REMAINDER TO THE SURVIVOR OF THEM	Y	1.00000	16.924700	1.2161%	48-00080-000	RUSH	TUSCARAWAS	1.216064%	1.216064%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	29000 FERGIUSON ROAD	TIPPECANOE	OH	44699		
42	EOG	DAVID E. OLINSKIY	Y	1.00000	7.525500	0.5747%	48-00140-001	RUSH	TUSCARAWAS	0.574673%	0.574673%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	11185 KINSEY ROAD SE	TIPPECANOE	OH	44699		
43	EOG	THE STEVEN L. DICK TRUST DATED DECEMBER 14, 2012	Y	1.00000	24.132300	1.8428%	30-0000829.000	WASHINGTON	HARRISON	1.842824%	1.842824%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	9549 CAPITALVA DRIVE	SYLVANIA	OH	43560		
44	EOG	THE DONNA K. LAUGHLIN REVOCABLE TRUST U/A/D DECEMBER 18, 2013	Y	1.00000	0.023300	0.0018%	30-0000938.000	WASHINGTON	HARRISON	0.001756%	0.001756%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	82805 TIPPECANOE ROAD	TIPPECANOE NEW	OH	44699		
44	EOG	ATTN: DONNA K. LAUGHLIN, TRUSTEE	Y	1.00000	17.294100	1.3588%	30-0000939.000	WASHINGTON	HARRISON	1.358818%	1.358818%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	1003 12TH STREET, NW	PHILADELPHIA NEW	OH	44663		
45	EOG	TERRY A. WAGNER AND TREVA M. WAGNER, HUSBAND AND WIFE	Y	1.00000	11.227400	0.8574%	30-0000729.000	WASHINGTON	HARRISON	0.857362%	0.857362%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	82360 TIPPECANOE ROAD	TIPPECANOE	OH	44699		
46	EOG	ROBERT R. STEWART	Y	1.00000																		
47	EOG	GARY D. LONG AND ROBERTA M. LONG, HUSBAND AND WIFE, A JOINT LIFE ESTATE WITH REMAINDER OVER IN FEE SIMPLE TO THE SURVIVOR OF THEM	Y	1.00000	87.576900	6.6877%	30-0000153.000	WASHINGTON	HARRISON	6.687670%	6.687670%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	29200 FERGIUSON ROAD	TIPPECANOE	OH	44699		
48	EOG	ROBERT G. RUBIN	Y	1.00000	113.505800	8.6716%	30-0000246.000	WASHINGTON	HARRISON	8.671560%	8.671560%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	1735 VASSAR AVE. NW	CANTON	OH	44703		
49	EOG	ROBERT G. RUBIN	Y	1.00000	1.694800	0.1294%	30-0000238.000	WASHINGTON	HARRISON	0.129390%	0.129390%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	600 JEFFERSON STREET, SLITE 2000	HOUSTON	TX	77002		
50	EOG	GOLDEN EAGLE RESOURCES II, LLC	Y	1.00000	1.031700	0.0788%	30-0000238.002	WASHINGTON	HARRISON	0.078784%	0.078784%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	600 JEFFERSON STREET, SLITE 2000	HOUSTON	TX	77002		
51	EOG	GOLDEN EAGLE RESOURCES II, LLC	Y	1.00000	9.188500	0.7017%	30-0000238.001	WASHINGTON	HARRISON	0.701665%	0.701665%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	1835 DOORIDGE DRIVE	TWINSBURG	OH	44087		
52	EOG	SCOTT BROWNFIELD AND DIANE BROWNFIELD, HUSBAND AND WIFE	Y	1.00000	25.280700	1.9305%	30-0000126.001	WASHINGTON	HARRISON	1.930520%	1.930520%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%						
53	EOG	THE ARTHUR D. KAGE REVOCABLE TRUST DATED MAY 23, 2011	Y	1.00000	53.376000	4.2287%	30-0000126.000	WASHINGTON	HARRISON	4.228700%	4.228700%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	82100 LAUGHLIN ROAD	TIPPECANOE	OH	44699		
53	EOG	ATTN: ARTHUR D. KAGE, TRUSTEE	Y	1.00000																		
54	EOG	ROSE-N-BERRY, LLC	Y	1.00000	0.265400	0.0203%	30-0000242.001	WASHINGTON	HARRISON	0.020000%	0.020000%	0.000000%	0.000000%	0.000000%	0.000000%	0.000000%	237 CHAPEL ROAD	WHEELING	WV	26003		
		ATTN: JAMES W. ROSENBERY, SOLE MEMBER	Y	1.00000																		
					Total Unit Acres:					100.00000000%												
					1390.527900					100.00000000%												
					0.265400					0.0203%												
					160.858300					160.858300												
					Total Consoling Acres:					160.858300												
					1390.527900					100.00000000%												
					0.265400					0.0203%												
					160.858300					160.858300												


*NON-PARTICIPATING ROYALTY INTEREST OWNER
 **SUBJECT TO NON-PARTICIPATING ROYALTY INTEREST OWNER



Rogue HWS18 A Unit Chief's Order Exhibit B

Exhibit B (JOA Exhibit A-1)

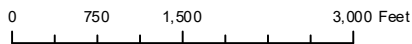


 Rogue HWS18 A Unit Boundary (1309.5279 acres)



Projection: NAD 1927 UTM Zone 17N Transverse Mercator

1,309.5279 Gross Unit Acres
Rogue HWS18 A Unit
 Rush Township, Tuscarawas Co, OH
 Franklin and Washington Townships
 Harrison Co., OH



See: Table

Date: 11/21/2023

TRACT NO.	PARCEL NUMBER	UNIT ACREAGE
1	48-01199-004	0.3355
2	48-01199-000	8.2675
3	48-00538-000	0.2173
4	48-01199-001	4.9904
5	48-01198-000	2.8620
6	48-00303-000	1.5458
7	48-00472-000	1.8271
8	48-00556-000	1.7995
9	39-02007-000	0.6861
10	39-02015-000	4.7691
11	39-01889-000	2.9179
12	48-01225-000	62.7984
13	48-01223-000	78.7453
14	48-01224-000	36.4835
15	48-00461-000	12.4657
16	48-00255-000	23.4608
17	48-00256-000	40.0000
18	48-00257-000	35.0045
19	48-00286-000	85.1016
20	48-00285-000	33.5318
21	48-00638-000	0.7559
22	48-00254-000	25.8788
23	48-00253-000	3.0549
24	48-00258-002	47.6349
25	48-00135-000	97.6794
26	48-00233-003	23.5420
27	48-00233-002	23.2883
28	48-00233-000	40.3393
29	48-00233-001	5.6441
30	48-00135-001	2.5032
31	48-00258-001	1.0002
32	07-0000026.000	40.3761
33	48-00258-000	58.8152
34	48-01246-000	8.9509
35	48-01247-000	0.4274
36	48-00140-000	44.8469
37	48-00080-001	15.6650
38	07-0000071.000	60.4341
39	07-0000152.000	0.2673
40	07-0000152.001	0.0171
41	48-00080-000	15.9247
42	48-00140-001	7.5255
43	30-0000829.000	24.1323
44	30-0000938.000	0.0230
45	30-0000989.000	17.7941
46	30-0000739.000	11.2274
47	30-0000125.000	87.5769
48	30-0000246.000	113.5565
49	30-0000238.000	1.6944
50	30-0000238.002	1.0317
51	30-0000238.001	9.1885
52	30-0000126.001	25.2807
53	30-0000126.000	55.3760
54	30-0000242.001	0.2654



1,309.5279 Gross Unit Acres
Rogue HWS18 A Unit
Rush Township, Tuscarawas Co, OH
Franklin and Washington Townships
Harrison Co., OH

Table

Date: 11/21/2023