

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

In re the Matter of the Application of :
XTO Energy Inc. for Unit Operation :
: Application Date: February 17, 2016
:
:
Kurth Unit B :

**SUPPLEMENTAL DISCLOSURE IN SUPPORT OF
APPLICATION OF XTO ENERGY INC. (“XTO”)
FOR UNIT OPERATION**

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Attorney for Applicant,
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Supplement Submitted: April 28, 2016

**STATE OF OHIO
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Pursuant to OHIO REVISED CODE § 1509.28, XTO Energy Inc. (“XTO”) filed its Application in this matter on February 17, 2016. XTO respectfully submits this Supplemental Disclosure in order to provide supplemental and amended information in support of the Application current through April 28, 2016, as well as to provide a response to the inquiries of the Ohio Department of Natural Resources in its deficiency notice of April 14, 2016. As the attached documents show, XTO has obtained additional leases covering tracts previously shown as unleased, specifically covering tracts 4, 26-27, 32-33, 48, 51, 60, 68, 70, and 98. XTO has updated Exhibits A-2 through A-4 to account for these new leases, identify potential mineral claimants to tract 54, whose potential ownership depends on the Ohio Supreme Court’s eventual decisions regarding the Ohio Dormant Mineral Act, and to revise the working interests owned by XTO and Ascent Resources – Utica, LLC, which have changed since the original Application as a result of the consummation of an agreement between them. Except as modified by this Supplemental Disclosure, XTO’s original Application remains as filed.

The supplemental documents attached are as follows:

1. Supplemental Exhibit 1. This is a revised Application and Unit Plan to incorporate the additional acreage controlled by XTO, as well as the supplemental document references to replace the original documents references.
2. Supplemental Exhibit 2. This is a new Exhibit A to the JOA and replaces the one in the original Application reflecting the above changes to the unit.
3. Supplemental Exhibit 3. This Exhibit supplements and replaces Exhibits A-1 through A-4 attached to the JOA in the original Application. As this Exhibit shows, XTO now controls 451.4803 acres out of the 581.1986 acres, for a total of 77.6809%. This Exhibit also shows persons with a potential DMA claim to tract 54, depending on how the Ohio Supreme Court rules on DMA issues, which is why they are all listed and why they are included in the attempts to lease.

4. Supplemental Exhibit 4. This Exhibit supplements the prepared testimony of Matthew Midkiff and includes a number of exhibits that supplement the exhibits attached to the prepared testimony of Matthew Midkiff submitted with the original Application. The supplemental testimony also resolves the inquiry of the ODNR on April 14, 2016 regarding tracts for which lease funding was a concern at the time the original Application was filed.

As these documents show, XTO satisfies the statutory requirements for unitization and XTO respectfully requests that the Chief issue an order authorizing XTO to operate the Kurth Unit B according to the Unit Plan attached to the Application.

Respectfully submitted.



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**APPLICATION OF XTO ENERGY INC. (“XTO”)
FOR UNIT OPERATION**

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ATTACHMENTS:

- Attachment 1 Unit Plan
- Attachment 2 Unit Operating Agreement
- Attachment 3 Prepared Direct Testimony of Jeff Jackson (“Geologist”)
- Attachment 4 Prepared Direct Testimony of Steven Cervantes (“Reservoir Engineer”)
- Attachment 5 Prepared Direct Testimony of Matthew Midkiff (Landman”)
(Supplemented on April 28, 2016)

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XTO Energy Inc. for Unit Operation :
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: : Application Date: February 17, 2016
: : Supplemental Date: April 28, 2016

Kurth Unit B

APPLICATION

Pursuant to OHIO REVISED CODE § 1509.28, XTO Energy Inc. (“XTO”) respectfully requests the Chief of the Division of Oil and Gas Resources Management (“Division”) to issue an order authorizing XTO to operate the Unitized Formation (as defined below) and applicable land area in Belmont County, Ohio, (the “Kurth Unit B”) as a unit according to the Unit Plan attached hereto. As demonstrated in detail below, XTO makes this request for, and unitization is necessary for, the purpose of substantially increasing the ultimate recovery of oil and natural gas, including related hydrocarbons, 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.

APPLICANT INFORMATION

XTO is a corporation organized under the laws of the State of Delaware, with its principal office located at 810 Houston Street, Fort Worth, TX 76102-6298. XTO is registered in good standing as an “owner” with the Division.

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

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PROJECT DESCRIPTION

The Kurth Unit B is located in Belmont County, Ohio, and consists of 98 separate tracts of land. See Exhibit A-1S and 2S to the Unit Operating Agreement (as defined below), showing the plat and tract participations, respectively. The total land area in the Kurth Unit B is approximately 581.1986 acres. At the time of this Application, XTO and other working interest owners participating in this Application have the right to drill on and produce from approximately 451.4803 acres of the proposed unit, which represents 77.6809% of the unit area, which satisfies the sixty-five percent (65%) threshold required by OHIO REVISED CODE § 1509.28. As more specifically described below, XTO seeks authority to drill and complete one or more horizontal wells in the Unitized Formation, defined as fifty (50) feet above the top of the Utica formation to fifty (50) feet below the top of the Trenton formation, from a single well pad located near the northwest corner of the Kurth Unit B, in order to efficiently test, develop, operate, and produce the Unitized Formation for oil, natural gas, and related hydrocarbons. XTO's plan for unit operations (the "Unit Plan") and accompanying unit operating agreement (the "Unit Operating Agreement") are attached to this Application as Attachment 1 and Attachment 2, respectively. Among other things, the Unit Plan allocates unit production and expenses based upon each tract's surface acreage participation in the unit; includes a carry provision for unit participants unable to meet their financial obligations, determines reimbursement, in part, based upon the costs of and risks related to the project; and conforms to industry standards for the drilling and operation of horizontal wells.

TESTIMONY

The following prepared testimony is attached to this Application, supporting the creation of the Kurth Unit B: (i) testimony from a geologist, Jeff Jackson, establishing that the Unitized Formation is part of a pool and supporting the Unit Plan's recommended allocation of unit production and expenses on a surface acreage basis;¹ (ii) testimony from a reservoir engineer, Steven Cervantes, establishing that unitization is reasonably necessary to increase substantially the recovery of oil and gas, and that the value of the estimated additional resource recovery from

¹ See Attachment 3.

unit operations exceeds its estimated additional costs²; and (iii) testimony from a landman, Matthew Midkiff, describing the project generally and the terms of the Unit Plan.³

THE CHIEF SHOULD GRANT THIS APPLICATION

A. Legal Standard

OHIO REVISED CODE § 1509.28 requires the Chief of the Division to issue an order providing for the unit operation of a pool or a part thereof if it is reasonably necessary to increase substantially the ultimate recovery of oil and gas, and the value of the estimated additional recovery of oil and gas exceeds the estimated additional cost incident to conducting the operation. *See* OHIO REV. CODE § 1509.28(A).

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

- (1) A description of the unit area;
- (2) A statement of the nature of the contemplated operations;
- (3) An allocation of production from the unit area not used in unit operations, or otherwise lost, to the separately owned tracts;
- (4) A provision addressing credits and charges to be made for the investment in wells, tanks, pumps, machinery, materials, and other equipment contributed to unit operations by owners in the unit;
- (5) A provision addressing how unit operation expenses, including capital investment, 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 unit 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.

XTO further proposes the following additional provisions in the event that the Chief issues an order authorizing unitization of the Kurth Unit B:

XTO shall present unleased mineral owners with the following exclusive options:

² *See* [Attachment 4](#).

³ *See* [Attachment 5](#).

- (a) elect to enter into an oil and gas lease identical to the *Paid- Up Oil and Gas Lease* attached as Exhibit B of the Unit Operating Agreement, for a lease bonus payment of three thousand two hundred dollars (\$3,200) per net mineral acre, and a royalty rate on production of twenty percent (20%); or
- (b) elect to be a non-consenting working interest owner receiving a royalty on production of twelve and one-half percent (12.5%), and a working interest of eighty seven and one-half percent (87.5%), subject to the terms and conditions of the Unit Plan and the Unit Operating Agreement.

Upon the issuance of an order authorizing unit operations, XTO shall present these options by certified mail. Should a unitized party fail to make an affirmative election within thirty (30) days after receiving XTO's notice of the options, the unitized party shall be deemed to have selected option (b).

See OHIO REV. CODE § 1509.28(A). The Chief's order becomes effective once approved in writing by those owners who will be responsible for paying at least sixty-five percent of the costs of the unit's operations and by royalty and unleased fee-owners of sixty-five percent (65%) of the unit's acreage. Once effective, production that is "allocated to a separately owned tract shall be deemed, for all purposes, to have been actually produced from such tract, and all operations *** [conducted] upon any portion of the unit area shall be deemed for all purposes the conduct of such operations and production from any lease or contract for lands any portion of which is included in the unit area." OHIO REV. CODE § 1509.28.

B. XTO's Application Meets the Legal Standard

(i) The Unitized Formation is Part of a Pool

The "Unitized Formation" consists of the subsurface portion of the Unit Area (i.e., the lands shown on Exhibit A-1S and identified in Exhibit A-2S to the Unit Operating Agreement) at an approximate depth of fifty (50) feet above the top of the Utica formation to fifty (50) feet below the top of the Trenton formation. The evidence presented with this Application establishes that the Unitized Formation is part of a pool and, thus, an appropriate subject of unit operation under OHIO REV. CODE § 1509.28.⁴ Additionally, the evidence establishes 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.⁵

⁴ A "pool" is defined by statute as "an underground reservoir containing a common accumulation of oil or gas, or both, but does not include a gas storage reservoir." OHIO REV. CODE § 1509.01(E). See also Attachment 3.

⁵ See Attachment 3.

(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 Kurth Unit B. The Unit Plan contemplates the potential drilling of two horizontal wells with a total lateral length of approximately 10,900 feet and 10,665 feet, respectively.⁶ XTO estimates that the ultimate recovery from these wells could be as much as 43.1 billion cubic feet ("BCF") of natural gas from the Unitized Formation.⁷ Without unitization, the lateral length would have to be shortened to approximately 5,655 total combined feet, and therefore production would only total 11.3 BCF. Due to this difference in production, it is my opinion that unit operations are necessary in order to capture the additional 74% or 31.8 BCF of reserves.⁸ Accordingly, the evidence shows that the contemplated unit operations are reasonably necessary to increase substantially the recovery of oil and gas from the Unitized Formation.

(iii) The Value of Additional Recovery Exceeds Its Additional Costs

The evidence shows that with unit operations, XTO will be able to extend the lateral lengths of the Kurth B 1H and 3H by a total of 15,910 feet.⁹ Extending the laterals will cost an additional \$7.6 million in drilling and completion capital expenses, and increase the total gas reserves for the Kurth Unit B by about 31.8 BCF. The value of the additional 31.8 BCF of natural gas well exceeds the additional \$7.6 million in drilling and completion expenses, as evidenced by my economic analysis. By increasing the lateral lengths, the total net present value of the Kurth Unit B (using a 10% discount rate) will increase from negative \$7.3 million (absent unit operations), to positive \$5.1 million (with unit operations), establishing that the value of the additional recovery from drilling the longer laterals exceeds the additional capital costs. Accordingly, the evidence establishes that this factor weighs heavily in favor of unitization.

(iv) The Unit Plan Meets the Requirements of OHIO REVISED CODE § 1509.28

The Unit Plan proposed by XTO meets the requirements set forth in OHIO REVISED CODE § 1509.28. The unit area is described in the Unit Plan at Article 1, as well as on Exhibits A-1S and A-2S 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

⁶ See Attachment 4.

⁷ See Attachment 4.

⁸ See Attachment 4.

⁹ See Attachment 4.

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. Finally, the commencement and termination of operations are addressed in Articles 11 and 12 of the Unit Plan.¹⁰

HEARING

OHIO REVISED CODE § 1509.28 requires the Chief to hold a hearing to consider this Application, when requested by sixty-five percent (65%) of the owners of the land area underlying the proposed unit. OHIO REV. CODE § 1509.28(A). That threshold level is met here. *See Attachment 5* – Exhibit MM-1. Accordingly, XTO respectfully requests that a hearing on this Application be scheduled at the Division's Columbus complex at the Division's earliest opportunity.

CONCLUSION

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

Respectfully submitted.



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¹⁰ *See Attachment 5.*

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**PLAN FOR UNIT OPERATIONS
KURTH UNIT B
PULTNEY AND RICHLAND TOWNSHIPS
BELMONT COUNTY, OHIO**

The following shall constitute the Plan for Unit Operations applicable to the Kurth Unit B in Pultney and Richland Townships, Belmont 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 2: 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 Kurth Unit B, Pultney and Richland Townships, Belmont 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-2S to the Unit Operating Agreement.

Tract Participation means the fractional interest shown on Exhibit A-2S 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 means the lands shown on the plat attached as Exhibit A-1S and identified on Exhibit A-2S to the Unit Operating Agreement, including also areas to which this Plan may be extended as herein provided.

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

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

Unitized Formation means the subsurface portion of the Unit Area located fifty (50) feet above the top of the Utica formation to fifty (50) feet below the top of the Trenton formation.

Unit Operating Agreement means the modified A.A.P.L. Form 610-1989 Model Form Operating Agreement that is attached hereto (identified as "Attachment 2") and incorporated herein by reference as if fully re-written herein and to which all Working Interest Owners are deemed to be parties; provided, however, that in the event 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. 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-1S and A-2S 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-2S to the Unit Operating Agreement and shall be determined solely upon an acreage basis as the proportion that the Tract surface acreage inside the Unit Area bears to the total surface acreage of the Unit Area. The Tract Participation of each Tract has been calculated as follows: TRACT SURFACE ACRES WITHIN THE UNIT AREA DIVIDED BY THE TOTAL SURFACE ACRES WITHIN THE UNIT AREA.

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 Unit Area.

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 Unit Area, 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 Unit Area, 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, assigns thereof, and shall constitute a covenant running with the lands, leases, and interests impacted hereby.

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

ARTICLE 10: RELATIONSHIPS OF PERSONS

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

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

ARTICLE 11: EFFECTIVE DATE

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

ARTICLE 12: TERM

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

Effect of Termination. Upon termination of this Plan, the further development and operation of the Unitized Formation as a unit shall cease. Each oil and gas lease and other agreement covering lands within the Unit Area shall remain in force for one hundred eighty (180) days after the date on which this Plan terminates, and for such further period as is provided by the lease or other agreement. The relationships among owners of Oil and Gas

Rights shall thereafter be governed by the terms and provisions of the leases and other instruments, not including this Plan, affecting the separate Tracts.

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

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

ARTICLE 13: APPROVAL

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

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

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

ARTICLE 14: MISCELLANEOUS

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

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

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

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OPERATING AGREEMENT DATED _____, 2016, WITH XTO ENERGY INC. AS "OPERATOR", COVERING THE KURTH UNIT B, IN RICHLAND AND PULTNEY TOWNSHIPS, BELMONT COUNTY, OHIO.

1. Description of lands subject to this Agreement:

581.1986 acres of land, more or less, being the same lands described herein on Exhibit "A" and as depicted on Exhibit "A-1." Further, Exhibits A-2 through A-4 list, among other things, all of the mineral owners and tax identification numbers of the tracts included in the lands.

2. Restrictions, if any, as to depths formations, or substances:

Fifty feet above stratigraphic equivalent of the top of the Utica formation, which occurs at a measured depth of 6,141 feet as found in the Batelle Memorial Institute – Ohio Geological Survey CO2 1 well (API#34157-25334-0000), located in Tuscarawas County, Ohio, to fifty feet below the top of the Trenton formation, which occurs at a measured depth of 6,398 feet found in the Batelle Memorial Institute – Ohio Geological Survey CO2 1 well (API#34157-25344-0000), located in Tuscarawas County, Ohio.

3. Parties to Agreement with addresses and telephone numbers for notice purposes:

XTO Energy Inc.

810 Houston Street
Fort Worth, TX 76102
ATTENTION: Win Ryan - Sr. Vice President-Land
Email: win_ryan@xtoenergy.com
Telephone: (817) 870-2800
Fax: (817) 870-1671

Phillips Exploration, LLC

Use same information as provided above for XTO Energy Inc.

Ascent Resources - Utica, LLC

301 N.W. 63rd Street, Suite 600
Oklahoma City, OK 73116
ATTENTION: Bob Kelly
Email: bob.kelly@ascentresources.com
Thomas Blalock
Email: tom.blalock@ascentresources.com
Serena Evans
Email: serena.evans@ascentresources.com
Telephone: (405) 418-8000
Fax: (405) 418-8040

Gulfport Energy Corporation

14313 N. May Avenue, Suite 100
Oklahoma City, OK 73134
ATTENTION: Lester A. Zitkus – Vice President, Land
Email: lzitkus@gulfportenergy.com
Telephone: (405) 848-8807

Gulfport Buckeye LLC

Use same information as provided above for Gulfport Energy Corporation

Pultney Key Local School District

ATTENTION: Darren Jenkins, Superintendent
340 34th Street
Bellaire, OH 43906
Email: N/A
Telephone: (740) 676-1826

Mary Frances Maker
P.O. Box 395
Neffs, OH 43940
Email: N/A
Telephone: (740) 676-4781

Norman A. Brutchey
P.O. Box 395
Neffs, OH 43940
Email: N/A
Telephone: (740) 676-4781

Michael D. Foster and Barbara J. Foster
3675 Oak Alley
Bellaire, OH 43906
Email: N/A
Telephone: (304) 280-3424

4. Percentages of fractional interests of parties to this Agreement:

<u>Operator</u>	<u>Working Interest %</u>
XTO Energy Inc. (Operator)	33.300115485%
<u>Non-Operator</u>	
*Phillips Exploration, LLC	40.807452909%
*Ascent Resources – Utica, LLC	3.573331044%
Gulfport Energy Corporation	0.847730879%
Gulfport Buckeye LLC	16.796582098%
Pultney Key Local School District	2.443226807%
Mary Frances Maker	0.379904563%
Norman A. Brutchey	0.379904563%
Michael D. Foster et ux.	1.471751653%
<u>TOTAL</u>	<u>100.000000000%</u>

*Party(ies) not subject to the terms of this Operating Agreement

Note: The working interests listed above are estimates and are subject to change based upon the verification of title, additional leasehold acquired within the Contract Area, and/or participation or non-participation of unleased mineral interest and/or third parties. The Parties' interests shall be adjusted to reflect the actual interest owned by the Parties in the Contract Area. Moreover, the unleased mineral interest owners are shown above to reflect their share of the working interest in the event they do not elect to lease their interest following unitization.

5. Oil and Gas Leases Subject to Agreement:

1. Oil and Gas Lease dated June 8, 2006, between Michael W. Kurth, single never married, and William Kurth and Patricia Kurth, life estate, as Lessor, and Reserve Energy Exploration Company, as Lessee, recorded at Instrument Number 200600005950, Book 65, Page 798, Records of Belmont County, Ohio. (Tracts 1 and 6 as depicted on Exhibit "A-1")
2. Oil and Gas Lease dated June 3, 2006, between Donald P. Barnes and Katherine A. Barnes, husband and wife, and Olexa Family Trust of November 25, 1998, as Lessor, and

- Reserve Energy Exploration Company, as Lessee, recorded at Instrument Number 200600005945, Book 65, Page 783, Records of Belmont County, Ohio. (Tracts 2 and 7 as depicted on Exhibit "A-1")
3. Oil and Gas Lease dated October 11, 2013, between Frank Scelina and Lori Scelina, husband and wife, as Lessor, and Paloma Partners III, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300015981, Book 430, Page 629, Records of Belmont County, Ohio. (Tract 3 as depicted on Exhibit "A-1")
 4. Oil and Gas Lease dated January 31, 2014, but effective as of March 31, 2014, between Neff Volunteer Fire Department, Inc., by Mike Knowlton, Fire Chief, as Lessor, Paloma Partners III, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400004974, Book 467, Page 256, Records of Belmont County, Ohio. (Tracts 5 and 8 as depicted on Exhibit "A-1")
 5. Oil and Gas Lease dated April 18, 2012, between Marietta Coal Company, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201200004936, Book 323, Page 43, Records of Belmont County, Ohio. (Tracts 9 and 11 as depicted on Exhibit "A-1")
 6. Oil and Gas Lease dated August 29, 2013, between Diamond Energy Acquisition Group, LLC, as Lessor, and Paloma Partners III, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300013504, Book 420, Page 613, Records of Belmont County, Ohio. (Tract 10 as depicted on Exhibit "A-1")
 7. Oil and Gas Lease dated June 11, 2014, between The County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners, as Lessor, and Rice Drilling D LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400010514, Book 490, Page 985, Records of Belmont County, Ohio. (Tracts 12, 13 and 61 as depicted on Exhibit "A-1")
 8. Oil and Gas Lease dated February 20, 2014, between Lana J. Barack and Roger A. Barack, wife and husband, as Lessor, and Paloma Partners III, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400003510, Book 459, Page 443, Records of Belmont County, Ohio. (Tract 14 as depicted on Exhibit "A-1")
 9. Oil and Gas Lease dated March 27, 2015, between Jennifer R. Kiger f/k/a Jennifer R. Fader, a divorced woman not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500005041, Book 545, Page 220, Records of Belmont County, Ohio. (Tract 15 as depicted on Exhibit "A-1")
 10. Trustee's Deed dated February 6, 1958, between C. Foster Warren and W. J. Greenlee, Trustees of the Trust Created by Item Fourth of the Will of Franklin Neff, deceased, as Grantor, and the Board of Education of Pultney-Key Local School District, Belmont County, Ohio, as Grantee, recorded at Book 434, Page 572, Records of Belmont County, Ohio. (Tract 16 as depicted on Exhibit "A-1")
 11. Oil and Gas Lease dated August 30, 2013, between Ronda R. Gillespie and husband, Paul A. Gillespie, Randy J. Barack and wife, Diana L. Barack, and Lana J. Barack and husband, Roger A. Barack, as Lessor, and Paloma Partners III, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300014361, Book 424, Page 91, Records of Belmont County, Ohio. (Tract 17 as depicted on Exhibit "A-1")
 12. General Warranty Deed dated June 11, 1990, between John P. Driver, single, as Grantor, and Anne J. Brutchey and Mary Frances Maker, as Grantee, recorded at Book 663, Page 594, Records of Belmont County, Ohio. (Tract 18 as depicted on Exhibit "A-1")
 13. Estate of Anne Jenkins Brutchey aka Anne Brutchey, date of death May 4, 2001, Anne Jenkins Brutchey aka Anne Brutchey, as Decedent, and Norman A. Brutchey, as Beneficiary, filed at Case Number 01 ES 401, Records of Belmont County, Ohio. (Tract 18 as depicted on Exhibit "A-1")
 14. Certificate of Transfer dated January 2, 1985, between the Estate of Diana Dawn Maker, deceased, as Decedent, and Anne J. Brutchey and Mary F. Maker, as Beneficiary, recorded at Book 624, Page 43, Case Number 91509, Records of Belmont County, Ohio. (Tract 19 as depicted on Exhibit "A-1")

15. Certificate of Transfer dated July 24, 2001, between the Estate of Anne Jenkins Brutchey aka Anne Brutchey, deceased, as Decedent, and Norman A. Brutchey, as Beneficiary, recorded at Book 768, Page 807, Case Number 01 ES 401, Records of Belmont County, Ohio. (Tract 19 as depicted on Exhibit "A-1")
16. Oil and Gas Lease dated January 12, 2016, between William H. Hudson, a widower by death not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument 201600001605, Book 601, Page 700, Records of Belmont County, Ohio. (Tract 20 as depicted on Exhibit "A-1")
17. Oil and Gas Lease dated August 9, 2013, between Gregory J. Kasprowski, as Lessor, and Great River Energy, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300018643, Book 442, Page 255, Records of Belmont County, Ohio. (Tract 21 as depicted on Exhibit "A-1")
18. Oil and Gas Lease dated August 9, 2013, between Gregory J. Kasprowski, as Lessor, and Great River Energy, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300018642, Book 442, Page 253, Records of Belmont County, Ohio. (Tract 22 as depicted on Exhibit "A-1")
19. Oil and Gas Lease dated December 19, 2014, between Charles A. McGuire a/k/a Charles McGuire and Lucinda Rebecca McGuire a/k/a Lucinda McGuire, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500000260, Book 529, Page 260, Records of Belmont County, Ohio. (Tract 23 as depicted on Exhibit "A-1")
20. Oil and Gas Lease dated August 10, 2013, between Scott Klee and Kathy Klee, husband and wife, as Lessor, and Great River Energy, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300018506, Book 441, Page 747, Records of Belmont County, Ohio. (Tract 24 as depicted on Exhibit "A-1")
21. Land Installment Contract dated March 11, 2011, between Michael D. Foster, as Seller, and Josh Staskey and Meranda Ghent, as Buyer, recorded at Instrument Number 201100002784, Book 266, Page 364, Records of Belmont County, Ohio. (Tract 25 as depicted on Exhibit "A-1")
22. Oil and Gas Lease dated April 12, 2016, between Appalachian Grouting Service, Inc., as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is **PENDING RECORDING**, Records of Belmont County, Ohio. (Tracts 4, 26, and 98 as depicted on Exhibit "A-1")
23. Oil and Gas Lease dated March 1, 2016, between Garry W. Field, a widower by death not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201600002882, Book 608, Page 713, Records of Belmont County, Ohio. (Tract 27 as depicted on Exhibit "A-1")
24. Oil and Gas Lease dated August 30, 2013, between James J. Thoburn and Hope Thoburn, husband and wife, as Lessor, and Great River Energy, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400001103, Book 448, Page 555, Records of Belmont County, Ohio. (Tracts 28, 42 and 43 as depicted on Exhibit "A-1")
25. Oil and Gas Lease dated April 29, 2014, between Edward S. Protiva and Rosalie Protiva, husband and wife, as Lessor, and Gulfport Energy Corporation, as Lessee, a Memorandum of which is recorded at Instrument Number 201400011165, Book 493, Page 925, Records of Belmont County, Ohio. (Tract 29 as depicted on Exhibit "A-1")
26. Oil and Gas Lease dated August 6, 2014, between Duane Olexa and Marilyn Olexa, husband and wife, as Lessor, and American Energy – Utica, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400011748, Book 496, Page 230, Records of Belmont County, Ohio. (Tract 30 as depicted on Exhibit "A-1")
27. Oil and Gas Lease dated April 30, 2015, between William Kovalyk, Jr., a divorced man not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500006606, Book 551, Page 553, Records of Belmont County, Ohio. (Tracts 31 and 34 as depicted on Exhibit "A-1")

28. Oil and Gas Lease dated March 1, 2016, between Carl D. Lynch, a divorced man not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201600002656, Book 607, Page 826, Records of Belmont County, Ohio. (Tracts 32 and 33 as depicted on Exhibit "A-1")
29. Oil and Gas Lease dated April 30, 2015, between William Kovalyk, Sr. and Stella J. Kovalyk, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500006605, Book 551, Page 551, Records of Belmont County, Ohio. (Tract 35 as depicted on Exhibit "A-1")
30. Oil and Gas Lease dated November 3, 2014, between Todd Joseph McGilton, a divorced man not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201400016626, Book 517, Page 856, Records of Belmont County, Ohio. (Tracts 36 and 38 as depicted on Exhibit "A-1")
31. Oil and Gas Lease dated March 10, 2015, between Roberta L. Warren, a single woman, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500004549, Book 543, Page 412, Records of Belmont County, Ohio. (Tract 37 as depicted on Exhibit "A-1")
32. Oil and Gas Lease dated November 3, 2014, between Tina M. Meager, a divorced woman not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500002383, Book 536, Page 1480, Records of Belmont County, Ohio. (Tract 39 as depicted on Exhibit "A-1")
33. Oil and Gas Lease dated August 3, 2015, between Eric S. Smith, a single man, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500012255, Book 575, Page 174, Records of Belmont County, Ohio. (Tract 40 as depicted on Exhibit "A-1")
34. Oil and Gas Lease dated October 6, 2014, between William L. Bilyeu and Patricia A. Bilyeu, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 201400016455, Book 517, Page 138, Records of Belmont County, Ohio. (Tract 41 as depicted on Exhibit "A-1")
35. Oil and Gas Lease dated November 5, 2012, between B. Richard McCabe and Linda M. McCabe, husband and wife, as Lessor, and Rice Drilling D, LLC as Lessee, a Memorandum of which is recorded at Instrument Number 201200013713, Book 361, Page 855, Records of Belmont County, Ohio. (Tracts 44, 45, 49 and 97 as depicted on Exhibit "A-1")
36. Oil and Gas Lease dated September 29, 2013, between John F. Rico and Carol A. Rico, husband and wife, as Lessor, and Great River Energy, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400001608, Book 450, Page 457, Records of Belmont County, Ohio. (Tract 46 as depicted on Exhibit "A-1")
37. Oil and Gas Lease dated July 16, 2013, between Geoffrey A. Violet, a single man, as Lessor, and Rice Drilling D, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300010882, Book 409, Page 625, Records of Belmont County, Ohio. (Tract 47 as depicted on Exhibit "A-1")
38. Oil and Gas Lease dated February 9, 2016, between Robert L. Eikleberry and Linda K. Eikleberry, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201600002083, Book 604, Page 175, Records of Belmont County, Ohio. (Tracts 48 and 51 as depicted on Exhibit "A-1")
39. Oil and Gas Lease dated October 11, 2006, between Steven M. Badia and Tracy L. Badia, husband and wife, as Lessor, and EOG Resources, Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 200600010451, Book 85, Page 527, Records of Belmont County, Ohio. (Tract 50 as depicted on Exhibit "A-1")
40. Oil and Gas Lease dated November 5, 2012, between Steven M. Badia and Tracy L. Badia, husband and wife, and B. Richard McCabe and Linda M. McCabe, husband and wife, as Lessor, and Rice Drilling D LLC, as Lessee, a Memorandum of which is

- recorded at Instrument Number 20130000390, Book 365, Page 746, Records of Belmont County, Ohio. (Tracts 52 and 53 as depicted on Exhibit "A-1")
41. Oil and Gas Lease dated September 27, 2011, between Eddie E. King and wife, Florence M. King, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 20120000554, Book 304, Page 572, Records of Belmont County, Ohio. (Tract 54 as depicted on Exhibit "A-1")
 42. Oil and Gas Lease dated May 20, 2006, between Darrel L. Hurst, single never married, Dennis L. Hurst and Marcia E. Hurst, husband and wife, Larry W. Hurst, single never married, and Terry E. Hurst, divorced not remarried, as Lessor, and Reserve Energy Exploration Company, as Lessee, recorded at Instrument Number 200600006771, Book 68, Page 895, Records of Belmont County, Ohio. (Tracts 55, 62, 63, 72, 73 and 75 as depicted on Exhibit "A-1")
 43. Oil and Gas Lease dated May 7, 2006, between Lawrence R. Gress, Jr. and Margaret A. Gress, husband and wife, as Lessor, and Reserve Energy Exploration Company, as Lessee, recorded at Instrument Number 200600005848, Book 65, Page 424, Records of Belmont County, Ohio. (Tract 56 as depicted on Exhibit "A-1")
 44. Oil and Gas Lease dated October 17, 2014, between Eric M. Williams and Bonnie J. Williams, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201400017316, Book 521, Page 263, Records of Belmont County, Ohio. (Tract 57 as depicted on Exhibit "A-1")
 45. Oil and Gas Lease dated May 31, 2014, between Donald W. Dunfee, Sr. and Evelyn K. Dunfee, husband and wife, as Lessor, and Great River Energy, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400010597, Book 491, Page 437, Records of Belmont County, Ohio. (Tract 58 as depicted on Exhibit "A-1")
 46. Oil and Gas Lease dated June 27, 2014, between Erma M. Troyer, fka Erma M. Phillips, a widow and not remarried, as Lessor, and American Energy – Utica, LLC, as Lessee, recorded at Instrument Number 201500006003, Book 548, Page 939, Records of Belmont County, Ohio. (Tract 59 as depicted on Exhibit "A-1")
 47. Oil and Gas Lease dated February 8, 2016, between David S. Trouten, Jr. and Jasmine T. Trouten, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201600002081, Book 604, Page 171, Records of Belmont County, Ohio. (Tract 60 as depicted on Exhibit "A-1")
 48. Oil and Gas Lease dated August 10, 2013, between Curtis H. Patterson and Valerie J. Patterson, as Lessor, and Great River Energy, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300018673, Book 442, Page 322, Records of Belmont County, Ohio. (Tract 64 as depicted on Exhibit "A-1")
 49. Oil and Gas Lease dated August 10, 2013, between Curtis H. Patterson and Valerie J. Patterson, as Lessor, and Great River Energy, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300018672, Book 442, Page 320, Records of Belmont County, Ohio. (Tract 65 as depicted on Exhibit "A-1")
 50. Oil and Gas Lease dated March 19, 2014, Sunnie Rae Scott and Jesse Scott, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 201400005665, Book 470, Page 310, Records of Belmont County, Ohio. (Tract 66 as depicted on Exhibit "A-1")
 51. Oil and Gas Lease dated September 26, 2013, between Donald E. Smathers, divorced and not remarried, as Lessor, and Paloma Partners III, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300015060, Book 426, Page 857, Records of Belmont County, Ohio. (Tract 67 as depicted on Exhibit "A-1")
 52. Oil and Gas Lease dated March 24, 2016, between Curtis Randall Wallner, a single person, and Roberta K. Heil, a single person, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is **PENDING RECORDING**, Records of Belmont County, Ohio. (Tract 68 as depicted on Exhibit "A-1")

53. Oil and Gas Lease dated August 20, 2014, between Patrick D. Ney and Judith A. Ney, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 201400013002, Book 501, Page 485, Records of Belmont County, Ohio. (Tracts 69 and 71 as depicted on Exhibit "A-1")
54. Oil and Gas Lease dated March 24, 2016, between Curtis Randall Wallner, a single person, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is **PENDING RECORDING**, Records of Belmont County, Ohio. (Tract 70 as depicted on Exhibit "A-1")
55. Oil and Gas Lease dated May 10, 2006, between Michael T. Fry and Carol A. Fry, husband and wife, as Lessor, and Reserve Energy Exploration Company, as Lessee, recorded at Instrument Number 200600005844, Book 65, Page 412, Records of Belmont County, Ohio. (Tract 74 as depicted on Exhibit "A-1")
56. Oil and Gas Lease dated March 12, 2014, between Ronald W. Albaugh and Jennifer A. Albaugh, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument 201400007338, Book 477, Page 43, Records of Belmont County, Ohio. (Tract 76 as depicted on Exhibit "A-1")
57. Oil and Gas Lease dated November 7, 2012, between Richard Dorsey Johnston and Becky Marie Johnston, husband and wife, as Lessor, and Rice Drilling D LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201200013669, Book 361, Page 682, Records of Belmont County, Ohio. (Tracts 77, 80 and 81 as depicted on Exhibit "A-1")
58. Oil and Gas Lease dated October 15, 2008, between Richard James Kendle and Kendra Michelle West Kendle, his wife, as Lessor, and Mason Dixon Energy, Inc., as Lessee, recorded at Instrument Number 200800009151, Book 174, Page 554, Records of Belmont County, Ohio. (Tract 78 as depicted on Exhibit "A-1")
59. Oil and Gas Lease dated October 1, 2008, between William J. West and Susan West, a/k/a Susan A. West, his wife, as Lessor, and Mason Dixon Energy, Inc., as Lessee, recorded at Instrument Number 200800009154, Book 174, Page 567, Records of Belmont County, Ohio. (Tracts 79, 82, 85 and 86 as depicted on Exhibit "A-1")
60. Oil and Gas Lease dated August 9, 2013, between Charles Jenkins and Trudy A. Jenkins, as Lessor, and Great River Energy, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300017897, Book 438, Page 539, Records of Belmont County, Ohio. (Tract 83 as depicted on Exhibit "A-1")
61. Oil and Gas Lease dated September 7, 2013, between Daniel E. Steadman and Robin R. Steadman, husband and wife, as Lessor, and Gulfport Energy Corporation, as Lessee, a Memorandum of which is recorded at Instrument Number 201400001849, Book 451, Page 442, Records of Belmont County, Ohio. (Tract 84 as depicted on Exhibit "A-1")
62. Oil and Gas Lease dated September 6, 2006, between Thomas L. Pacifico and Patricia L. Pacifico, husband and wife, as Lessor, and EOG Resources, Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 200600010449, Book 85, Page 525, Records of Belmont County, Ohio. (Tracts 87, 88, 91 and 96 as depicted on Exhibit "A-1")
63. Oil and Gas Lease dated September 6, 2006, between John M. Pacifico and Alison M. Pacifico, husband and wife, as Lessor, and EOG Resources, Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 200600010453, Book 85, Page 529, Records of Belmont County, Ohio. (Tract 89 as depicted on Exhibit "A-1")
64. Oil and Gas Lease dated September 6, 2006, between Thomas J. Pacifico and Danee L. Pacifico, husband and wife, as Lessor, and EOG Resources, Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 200600010452, Book 85, Page 528, Records of Belmont County, Ohio. (Tract 90 as depicted on Exhibit "A-1")
65. Oil and Gas Lease dated August 21, 2013, between Bryan Eureka and Janis Eureka, husband and wife, as Lessor, and Paloma Partners III, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300014346, Book 424, Page 44, Records of Belmont County, Ohio. (Tract 92 as depicted on Exhibit "A-1")

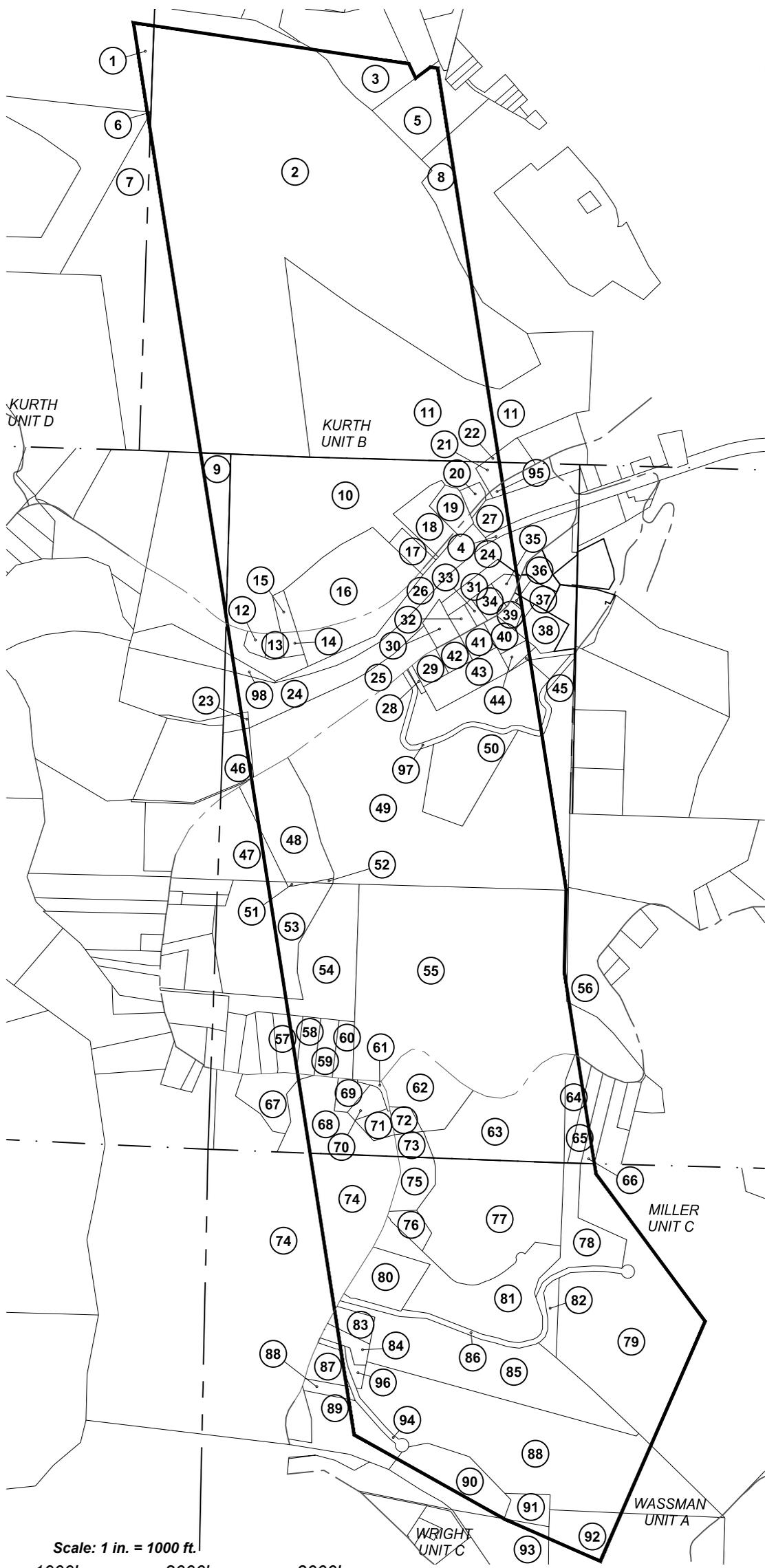
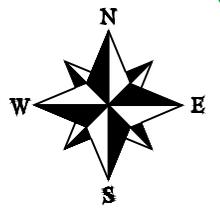
66. Oil and Gas Lease dated November 5, 2013, between Rita Coutz D'Ambrosia, a single woman, and Norman Papola and Diane Coutz Papola, husband and wife, as Lessor, and Paloma Partners III, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300016864, Book 433, Page 786, Records of Belmont County, Ohio. (Tract 93 as depicted on Exhibit "A-1")
67. Oil and Gas Lease dated March 12, 2015, between Thomas L. Pacifico and Patricia L. Pacifico, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500004548, Book 543, Page 410, Records of Belmont County, Ohio. (Tract 94 as depicted on Exhibit "A-1")
68. Oil and Gas Lease dated August 9, 2013, between Valerie Seita and Harry L. Steadman, as Lessor, and Great River Energy, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400000969, Book 448, Page 127, Records of Belmont County, Ohio. (Tract 95 as depicted on Exhibit "A-1")

Together with all amendments, ratifications, corrections, and/or modifications of the Oil and Gas Leases described herein, and INsofar as said Oil and Gas Leases cover those depths and formations identified in Section 2 above.

6. Surface and Production Burdens:

Each party hereto shall bear and pay its proportionate share (as set forth above) of any and all overriding royalties and specific payments for additional wells burdening pad sites used to drill wells in and under the Contract Area covered by this Operating Agreement, insofar and only insofar as such overriding royalties and payments are attributable to wells drilled in and under the Contract Area.

END OF EXHIBIT "A"



Scale: 1 in. = 1000 ft.

0' 1000' 2000' 3000'



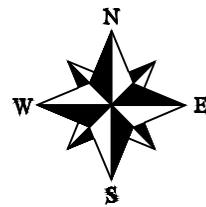
Graphical Scale

SCALE 1" = 1000'
 ISSUE DATE 4/27/2016
 DRAWN BY FDO
 CHECKED BY JCL
 APPROVED BY JCL



COUNTY	BELMONT
TOWNSHIP	PULTNEY, RICHLAND
QUAD MAP	ARMSTRONG MILLS
TOWNSHIP	5&6N
RANGE	3W
SECTION	13, 17, 18, 19, & 24

KURTH UNIT B
TARGET FORMATION:
POINT PLEASANT
XTO ENERGY INC.
 190 THORN HILL ROAD
 WARRENDALE, PA 15086



PARCELS WITHIN KURTH UNIT B		
Tract No.	PARCEL NUMBER	UNIT ACREAGE (LEASE)
1	30-00376.000	1.389
2	26-01902.000	115.243
3	26-01631.000	3.927
4	p/o26-03895.000	0.236
5	26-01269.000	5.126
6	32-01476.000	0.012
7	32-01762.000	0.014
8	26-01841.000	3.446
9	30-00424.000	2.950
10	26-01873.000	32.432
11	26-01872.000	32.709
12	26-03263.001	0.576
13	26-03264.000	0.5973
14	26-03263.000	0.560
15	26-01410.000	0.759
16	26-60048.000	14.200
17	26-00058.000	1.240
18	26-00377.000	2.7700
19	26-00378.000	1.646
20	26-00604.000	0.702
21	26-00071.001	0.850
22	26-00072.001	0.102
23	26-01306.000	0.100
24	26-03198.000	9.700
25	26-01121.000	8.5538
26	p/o 26-03895.000	5.076
27	26-00674.000	1.334
28	26-03206.003	0.202
29	26-01039.000	1.000
30	26-00976.000	1.241
31	26-03198.001	1.567
32	26-00984.000	0.641
33	26-00985.000	0.358
34	26-00705.001	0.878
35	26-00705.000	0.682
36	26-03206.002	0.051
37	26-03206.000	0.042
38	26-03206.008	0.156
39	26-01203.000	0.504
40	26-03207.000	1.051
41	26-00115.000	1.0000
42	26-01280.000	1.0000
43	26-03206.001	3.019
44	26-03206.006	0.584
45	26-03206.005	0.086
46	26-01083.000	0.094
47	26-00048.000	0.562
48	26-00413.000	7.897

49	26-03206.004	53.363
50	26-03206.011	7.231
51	26-01703.001	0.0793
52	26-00413.001	0.0793
53	26-01703.002	4.665
54	26-01903.000	9.140
55	26-01545.001	52.4525
56	26-03212.000	0.1913
57	26-00386.000	0.543
58	26-00385.000	1.3820
59	26-00999.000	1.388
60	26-00384.000	1.3890
61	26-01543.001	0.2779
62	26-01545.000	5.780
63	26-01544.000	12.490
64	26-01182.000	1.7112
65	26-01183.000	0.9071
66	26-00631.000	0.2989
67	26-01190.000	0.0650
68	26-01543.000	5.4380
69	26-01543.004	1.0020
70	26-01543.003	1.0040
71	26-01543.002	1.0060
72	26-00189.000	0.85
73	26-00187.000	1.130
74	26-01548.000	10.8760
75	26-00188.000	2.290
76	26-01548.005	1.243
77	26-01548.003	18.4901
78	26-01880.002	5.040
79	26-01881.000	27.2707
80	26-01655.000	4.257
81	26-01548.002	11.9119
82	26-01880.000	1.130
83	26-01548.004	1.214
84	26-01548.006	0.786
85	26-01547.001	17.510
86	26-01881.001	2.670
87	26-01548.007	0.0310
88	26-01547.000	28.0740
89	26-01547.003	1.481
90	26-01547.005	4.571
91	26-03332.000	1.638
92	26-01724.000	3.3913
93	26-00280.000	0.355
94	26-01547.004	0.911
95	26-00071.000	0.167
96	26-01548.001	0.52
97	26-03206.010	2.172
98	p/o26-03895.000	0.470
		581.1986

SCALE N/A
 ISSUE DATE 4/27/2016
 DRAWN BY FDO
 CHECKED BY JCL
 APPROVED BY JCL



COUNTY BELMONT
 TOWNSHIP PULTNEY, RICHLAND
 QUAD MAP ARMSTRONG MILLS
 TOWNSHIP 5&6N
 RANGE 3W
 SECTION 13, 17, 18, 19, & 24

KURTH UNIT B
TARGET FORMATION:
POINT PLEASANT
XTO ENERGY INC.
 190 THORN HILL ROAD
 WARRENDALE, PA 15086

**EXHIBIT A-2S
Unit Tracts**

Attached to that certain Operating Agreement dated February 17, 2016 covering the Kurth Unit B, Pultney and Richland Townships, Belmont County, Ohio

Tract #	Tax Map Number	Mineral Owner	Leased (Y/N)	Parcel Surface Acres in Unit	Mineral Owner Interest	Mineral Owner Surface Acres	Tract Participation	Unit Working Interest	XTO Working Interest	XTO Unit Participation	Phillips Exploration Working Interest	Phillips Exploration Unit Participation	ARU Working Interest	ARU Unit Participation	Gulfport Working Interest	Gulfport Unit Participation	Gulfport Buckeye Working Interest	Gulfport Buckeye Unit Participation	Mineral Owner Address	City	State	Zip Code
1	30-00376.000	Michael W. Kurth	Yes	1.389000	1.0000	1.389000	0.002390	0.238988876%	0.000000000%	0.000000000%	95.000000000%	0.227039432%	5.000000000%	0.011949444%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64811 Campbell Johnson Road	St. Clairsville	OH	43950
2	26-01902.000	Donald P. Barnes and Katherine A. Barnes	Yes	115.243000	0.5000	57.621500	0.099143	9.914253063%	0.000000000%	0.000000000%	95.000000000%	9.418540409%	5.000000000%	0.495712653%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 28	Neffs	OH	43940
2	26-01902.000	The Olexa Family Trust dated November 25, 1998 by Thomas Franklin Olexa and Marie Ursula Olexa, Co-Trustees	Yes	115.243000	0.5000	57.621500	0.099143	9.914253063%	0.000000000%	0.000000000%	95.000000000%	9.418540409%	5.000000000%	0.495712653%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	10431 Dewey Road	Brecksville	OH	44141
3	26-01631.000	Frank Seelina and Lon Seelina	Yes	3.927000	1.0000	3.927000	0.006757	0.675672653%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.675672653%	0.000000000%	0.000000000%	10270 Stamford Court	Strongsville	OH	44136
4	p/o 26-03895.000	Appalachian Grouting Services, Inc.	Yes	0.236000	1.0000	0.236000	0.000406	0.040605741%	0.000000000%	0.000000000%	0.000000000%	0.040605741%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 430	Neffs	OH	43940
5	26-01269.000	Neff Volunteer Fire Department Inc.	Yes	5.126000	1.0000	5.126000	0.008820	0.881970466%	95.000000000%	0.837871943%	0.000000000%	0.000000000%	5.000000000%	0.044098523%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 227 54044 Pike Street	Neffs	OH	43940
6	32-01476.000	Michael W. Kurth	Yes	0.012000	1.0000	0.012000	0.000021	0.002064699%	0.000000000%	0.000000000%	95.000000000%	0.001961464%	5.000000000%	0.000103235%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64811 Campbell Johnson Road	St. Clairsville	OH	43950
7	32-01762.000	Donald P. Barnes and Katherine A. Barnes	Yes	0.014000	0.5000	0.007000	0.000012	0.001204408%	0.000000000%	0.000000000%	95.000000000%	0.001144187%	5.000000000%	0.000060220%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 28	Neffs	OH	43940
7	32-01762.000	The Olexa Family Trust dated November 25, 1998 by Thomas Franklin Olexa and Marie Ursula Olexa, Co-Trustees	Yes	0.014000	0.5000	0.007000	0.000012	0.001204408%	0.000000000%	0.000000000%	95.000000000%	0.001144187%	5.000000000%	0.000060220%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	10431 Dewey Road	Brecksville	OH	44141
8	26-01841.000	Neff Volunteer Fire Department Inc.	Yes	3.446000	1.0000	3.446000	0.005929	0.592912646%	95.000000000%	0.563267014%	0.000000000%	0.000000000%	5.000000000%	0.029645632%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 227 54044 Pike Street	Neffs	OH	43940
9	30-00424.000	Marietta Coal Company	Yes	2.950000	1.0000	2.950000	0.005076	0.507571766%	95.000000000%	0.507571766%	0.000000000%	0.000000000%	5.000000000%	0.025378588%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	67705 Friends Church Road	St. Clairsville	OH	43950
10	26-01873.000	Diamond Energy Acquisition Group, LLC	Yes	32.432000	1.0000	32.432000	0.055802	5.580192382%	95.000000000%	5.301182763%	0.000000000%	0.000000000%	5.000000000%	0.279098619%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	27 School Street Suite 300	Boston	MA	02108
11	26-01872.000	Marietta Coal Company	Yes	32.709000	1.0000	32.709000	0.056279	5.627862510%	95.000000000%	5.346459885%	0.000000000%	0.000000000%	5.000000000%	0.281392626%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	67705 Friends Church Road	St. Clairsville	OH	43950
12	26-03263.001	The County of Belmont, Ohio	Yes	0.576000	1.0000	0.576000	0.000991	0.099105538%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.099105538%	101 West Main Street	St. Clairsville	OH	43950
13	26-03264.000	The County of Belmont, Ohio	Yes	0.597300	1.0000	0.597300	0.001028	0.102770378%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	101 West Main Street	St. Clairsville	OH	43950
14	26-03263.000	Lana J. Barack and Roger A. Barack	Yes	0.560000	1.0000	0.560000	0.000964	0.096352606%	95.000000000%	0.091534976%	0.000000000%	0.000000000%	5.000000000%	0.004817630%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64501 Harvey Hill Road	St. Clairsville	OH	43950
15	26-01410.000	Jennifer R. Kiger	Yes	0.759000	1.0000	0.759000	0.001306	0.130592193%	100.000000000%	0.130592193%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	53155 Stewartsville-Neffs Road	Neffs	OH	43940
16	26-60048.000	Pultney Key Local School District	No	14.200000	1.0000	14.200000	0.024432	2.443226807%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	340 34th Street	Bellaire	OH	43906
17	26-00058.000	Ronda R. Gillespie and Paul A. Gillespie	Yes	1.240000	0.3334	0.413416	0.000711	0.071113124%	95.000000000%	0.067575042%	0.000000000%	0.000000000%	5.000000000%	0.003556581%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	5560 Bull Run Road	St. Clairsville	OH	43950
17	26-00058.000	Randy J. Barack and Diana L. Barack	Yes	1.240000	0.3333	0.413292	0.000711	0.071110288%	95.000000000%	0.067554774%	0.000000000%	0.000000000%	5.000000000%	0.003555514%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	52260 Methodist Ridge Road	St. Clairsville	OH	43950
17	26-00058.000	Lana J. Barack and Roger A. Barack	Yes	1.240000	0.3333	0.413292	0.000711	0.071110288%	95.000000000%	0.067554774%	0.000000000%	0.000000000%	5.000000000%	0.003555514%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64501 Harvey Hill Road	St. Clairsville	OH	43950
18	26-00377.000	Mary Frances Maker	No	2.770000	0.5000	1.385000	0.002383	0.238300643%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 395	Neffs	OH	43940
18	26-00377.000	Norman A. Brutchey	No	2.770000	0.5000	1.385000	0.002383	0.238300643%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 395	Neffs	OH	43940
19	26-00378.000	Mary Frances Maker	No	1.646000	0.5000	0.823000	0.001416	0.141603920%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 395	Neffs	OH	43940
19	26-00378.000	Norman A. Brutchey	No	1.646000	0.5000	0.823000	0.001416	0.141603920%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 395	Neffs	OH	43940
20	26-00604.000	William H. Hudson	Yes	0.702000	1.0000	0.702000	0.001208	0.120784875%	100.000000000%	0.120784875%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	53465 Pike Street	Neffs	OH	43940
21	26-00071.001	Gregory J. Kasproski	Yes	0.850000	1.0000	0.850000	0.001462	0.146249492%	95.000000000%	0.138937017%	0.000000000%	0.000000000%	5.000000000%	0.007312475%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	Box 97 53505 Pike Street	Neffs	OH	43940
22	26-00072.001	Gregory J. Kasproski	Yes	0.102000	1.0000	0.102000	0.000175	0.017549939%	95.000000000%	0.016672442%	0.000000000%	0.000000000%	5.000000000%	0.000877497%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	Box 97 53505 Pike Street	Neffs	OH	43940
23	26-01306.000	Charles A. McGuire and Lucinda R. McGuire	Yes	0.100000	1.0000	0.100000	0.000172	0.017205823%	100.000000000%	0.017205823%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 107	Neffs	OH	43940
24	26-03198.000	Life Estate: Frank J. Sabo Remainderman: Scott Klee and Kathy Klee	Yes	9.700000	1.0000	9.700000	0.016690	1.668964791%	95.000000000%	1.585516551%	0.000000000%	0.000000000%	5.000000000%	0.083448240%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 19	Neffs	OH	43940
25	26-01121.000	Vendor: Michael D. Foster and Barbara J. Foster Vendee: Josh Staskay and Meranda Ghent	No	8.553800	1.0000	8.553800	0.014718	1.471751653%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	3675 Oak Alley	Bellaire	OH	43906
26	p/o 26-03895.000	Appalachian Grouting Services, Inc.	Yes	5.076000	1.0000	5.076000	0.008734	0.873367555%	100.000000000%	0.873367555%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 430	Neffs	OH	43940
27	26-00674.000	Garry W. Fields	Yes	1.334000	1.0000	1.334000	0.002295	0.229525673%	100.000000000%	0.229525673%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	Neffs	OH	43940	
28	26-03206.003	James J. Thoburn and Hope Thoburn	Yes	0.202000	1.0000	0.202000	0.000348	0.034755762%	95.000000000%	0.033017974%	0.000000000%	0.000000000%	5.000000000%	0.001737788%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64633 Sand Hill Road	Bellaire	OH	43906
29	26-01039.000	Edward S. Protiva and Rosalie Protiva	Yes	1.000000	1.0000	1.000000	0.001721	0.172058226%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.172058226%	0.000000000%	0.000000000%	56120 Willow Grove Road	Bellaire	OH	43906
30	26-00976.000	Duane Olexa and Marilyn Olexa	Yes	1.241000	1.0000	1.241000	0.002135	0.213524258%	100.000000000%													

EXHIBIT A-2S

Unit Tracts

Attached to that certain Operating Agreement dated February 17, 2016 covering the Kurth Unit B, Pultney and Richland Townships, Belmont County, Ohio

50	26-03206.011	Steven M. Badia and Tracy L. Badia	Yes	7.231000	1.0000	7.231000	0.012442	1.244153031%	0.000000000%	0.000000000%	95.000000000%	1.181945380%	5.000000000%	0.062207652%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	53500 Spencer Lane	Bellaire	OH	43906
51	26-01703.001	Robert L. Elkberry and Linda K. Elkberry	Yes	0.079300	1.0000	0.079300	0.000136	0.013644217%	100.000000000%	0.013644217%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	56805 Ferry Landing Road	Shadyside	OH	43947
52	26-00413.001	Steven M. Badia and Tracy L. Badia	Yes	0.079300	0.5000	0.039650	0.000068	0.008822109%	0.000000000%	0.000000000%	95.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	33500 Spencer Lane	Bellaire	OH	43906
52	26-00413.001	B. Richard McCabe and Linda M. McCabe	Yes	0.079300	0.5000	0.039650	0.000068	0.008822109%	0.000000000%	0.000000000%	95.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	33500 Spencer Lane	Bellaire	OH	43906
53	26-01703.002	Steven M. Badia and Tracy L. Badia	Yes	4.665000	0.5000	2.332500	0.004013	0.401325812%	0.000000000%	0.000000000%	95.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	33500 Spencer Lane	Bellaire	OH	43906
53	26-01703.002	B. Richard McCabe and Linda M. McCabe	Yes	4.665000	0.5000	2.332500	0.004013	0.401325812%	0.000000000%	0.000000000%	95.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	33500 Spencer Lane	Bellaire	OH	43906
54	26-01903.000	Edward E. King and Florence M. King	Yes	9.140000	1.0000	9.140000	0.015726	1.572612185%	95.000000000%	1.483981575%	0.000000000%	0.000000000%	5.000000000%	0.078630690%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64280 Sand Hill Road	Bellaire	OH	43906
54	26-01903.000	David E. Erb	No	9.140000	0.0000	0.000000	0.000000	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	316 Ginned Cotton Street	Charleston	SC	29492
54	26-01903.000	Beatrice K. Baker and James R. Baker*	No	9.140000	0.0000	0.000000	0.000000	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	62703 OK Road	Belmont	OH	43718
54	26-01903.000	Barbara E. Smathers*	No	9.140000	0.0000	0.000000	0.000000	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	585 West 42nd Street	Shadyside	OH	43947
54	26-01903.000	Kermit L. Scott*	No	9.140000	0.0000	0.000000	0.000000	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	3143 Washington Street	Bellaire	OH	43906
54	26-01903.000	Jamie L. Smathers and Toni Smathers*	No	9.140000	0.0000	0.000000	0.000000	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	339 West Church Street	Barnesville	OH	43713
55	26-01545.001	Darrell L. Hurst	Yes	52.452500	0.2500	13.113125	0.022562	2.256221023%	0.000000000%	0.000000000%	95.000000000%	2.143409972%	5.000000000%	0.112811051%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	65466 South Moss Run Road	Bellaire	OH	43906
55	26-01545.001	Dennis L. Hurst and Marcia E. Hurst	Yes	52.452500	0.2500	13.113125	0.022562	2.256221023%	0.000000000%	0.000000000%	95.000000000%	2.143409972%	5.000000000%	0.112811051%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	65466 South Moss Run Road	Bellaire	OH	43906
55	26-01545.001	Larry W. Hurst	Yes	52.452500	0.2500	13.113125	0.022562	2.256221023%	0.000000000%	0.000000000%	95.000000000%	2.143409972%	5.000000000%	0.112811051%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	65466 South Moss Run Road	Bellaire	OH	43906
55	26-01545.001	Terry E. Hurst	Yes	52.452500	0.2500	13.113125	0.022562	2.256221023%	0.000000000%	0.000000000%	95.000000000%	2.143409972%	5.000000000%	0.112811051%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	65466 South Moss Run Road	Bellaire	OH	43906
56	26-03212.000	Lawrence R. Gress, Jr. and Margaret A. Gress	Yes	0.191300	1.0000	0.191300	0.000329	0.032914739%	0.000000000%	0.000000000%	95.000000000%	0.031269022%	5.000000000%	0.001645737%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	53640 McClainsville Road	Bellaire	OH	43906
57	26-00386.000	Eric M. Williams and Bonnie J. Williams	Yes	0.543000	1.0000	0.543000	0.000934	0.093427617%	100.000000000%	0.093427617%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 21	Neffs	OH	43940
58	26-00385.000	Donald W. Dunfee, Sr. and Evelyn K. Dunfee	Yes	1.382000	1.0000	1.382000	0.002378	0.237844689%	95.000000000%	0.225895245%	0.000000000%	0.000000000%	5.000000000%	0.011892233%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	184 South Sugar Street	St. Clairsville	OH	43950
59	26-00999.000	Erma M. Troyer	Yes	1.388000	1.0000	1.388000	0.002388	0.238816818%	0.000000000%	0.226875977%	0.000000000%	0.000000000%	5.000000000%	0.011940841%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	66419 Richwood Road	St. Clairsville	OH	43950
60	26-00384.000	Dave Trouten, Jr. and Jasmine T. Trouten	Yes	1.389000	1.0000	1.389000	0.002390	0.238988767%	100.000000000%	0.238988767%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	103 Marha Drive	St. Clairsville	OH	43950
61	26-01543.001	The County of Belmont, Ohio	Yes	0.277900	1.0000	0.277900	0.000478	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	101 West Main Street	St. Clairsville	OH	43950
62	26-01545.000	Darrell L. Hurst	Yes	5.780000	0.2500	1.445000	0.002486	0.248624136%	0.000000000%	0.000000000%	95.000000000%	0.236192930%	5.000000000%	0.012431207%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	65466 South Moss Run Road	Bellaire	OH	43906
62	26-01545.000	Dennis L. Hurst and Marcia E. Hurst	Yes	5.780000	0.2500	1.445000	0.002486	0.248624136%	0.000000000%	0.000000000%	95.000000000%	0.236192930%	5.000000000%	0.012431207%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	65466 South Moss Run Road	Bellaire	OH	43906
62	26-01545.000	Larry W. Hurst	Yes	5.780000	0.2500	1.445000	0.002486	0.248624136%	0.000000000%	0.000000000%	95.000000000%	0.236192930%	5.000000000%	0.012431207%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	65466 South Moss Run Road	Bellaire	OH	43906
62	26-01545.000	Terry E. Hurst	Yes	5.780000	0.2500	1.445000	0.002486	0.248624136%	0.000000000%	0.000000000%	95.000000000%	0.236192930%	5.000000000%	0.012431207%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	65466 South Moss Run Road	Bellaire	OH	43906
63	26-01544.000	Darrell L. Hurst	Yes	12.490000	0.2500	3.122500	0.005373	0.537251810%	0.000000000%	0.000000000%	95.000000000%	0.510389220%	5.000000000%	0.026862591%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	65466 South Moss Run Road	Bellaire	OH	43906
63	26-01544.000	Dennis L. Hurst and Marcia E. Hurst	Yes	12.490000	0.2500	3.122500	0.005373	0.537251810%	0.000000000%	0.000000000%	95.000000000%	0.510389220%	5.000000000%	0.026862591%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	65466 South Moss Run Road	Bellaire	OH	43906
63	26-01544.000	Larry W. Hurst	Yes	12.490000	0.2500	3.122500	0.005373	0.537251810%	0.000000000%	0.000000000%	95.000000000%	0.510389220%	5.000000000%	0.026862591%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	65466 South Moss Run Road	Bellaire	OH	43906
63	26-01544.000	Terry E. Hurst	Yes	12.490000	0.2500	3.122500	0.005373	0.537251810%	0.000000000%	0.000000000%	95.000000000%	0.510389220%	5.000000000%	0.026862591%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	65466 South Moss Run Road	Bellaire	OH	43906
64	26-01182.000	Curtis H. Patterson and Valerie J. Patterson	Yes	1.711200	1.0000	1.711200	0.002944	0.294426036%	95.000000000%	0.156074017%	0.000000000%	0.000000000%	5.000000000%	0.014721302%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 127 54123 Harrison Street	Neffs	OH	43940
65	26-01183.000	Curtis H. Patterson and Valerie J. Patterson	Yes	0.907100	1.0000	0.907100	0.001561	0.156074017%	95.000000000%	0.148270316%	0.000000000%	0.000000000%	5.000000000%	0.007803701%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 127 54123 Harrison Street	Neffs	OH	43940
66	26-00631.000	Sunnie Rae Scott and Jesse A. Scott	Yes	0.298900	1.0000	0.298900	0.000514	0.051428204%	95.000000000%	0.048856794%	0.000000000%	0.000000000%	5.000000000%	0.002571410%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	53490 McClainsville Road	Bellaire	OH	43906
67	26-01190.000	Donald E. Smathers	Yes	0.065000	1.0000	0.065000	0.000112	0.011183785%	0.000000000%	0.010624595%	0.000000000%	0.000000000%	0.000559189%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64244 Sand Hill Road	Bellaire	OH	43906
68	26-01543.000	Curtis Randall Walner	Yes	5.438000	0.5000	2.719000	0.004678	0.467826316%	100.000000000%	0.467826316%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64040 Sand Hill Road	Bellaire	OH	43906
68	26-01543.000	Roberta K. Heil	Yes	5.438000	0.5000	2.719000	0.004678	0.467826316%	100.000000000%	0.467826316%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64040 Sand Hill Road	Bellaire	OH	43906
69	26-01543.004	Patrick D. Ney and Judith A. Ney	Yes	1.002																		

EXHIBIT A-3S
Uncommitted Working Interest Owner
Attached to that certain Operating Agreement dated February 17, 2016 covering the Kurth Unit B, Pultney and Richland Townships, Belmont County, Ohio

Tract #	Tax Map Number	Mineral Owner	Leased (Y/N)	Parcel Surface Acres in Unit	Mineral Owner Interest	Mineral Owner Surface Acres	Tract Participation	Unit Working Interest	XTO Working Interest	XTO Unit Participation	Phillips Exploration Working Interest	Phillips Exploration Unit Participation	ARU Working Interest	ARU Unit Participation	Gulfport Working Interest	Gulfport Unit Participation	Gulfport Buckeye Working Interest	Gulfport Buckeye Unit Participation	Mineral Owner Address	City	State	Zip Code
3	26-01631.000	Frank Scelina and Lori Scelina	Yes	3.927000	1.0000	3.927000	0.006757	0.675672653%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.675672653%	0.000000000%	0.000000000%	10270 Stamford Court	Strongsville	OH	44136
12	26-03263.001	The County of Belmont, Ohio	Yes	0.576000	1.0000	0.576000	0.000981	0.099105538%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.099105538%	101 West Main Street	St. Clairsville	OH	43950
13	26-03264.000	The County of Belmont, Ohio	Yes	0.597300	1.0000	0.597300	0.001028	0.102770378%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.102770378%	101 West Main Street	St. Clairsville	OH	43950
29	26-01039.000	Edward S. Protiva and Rosale Protiva	Yes	1.000000	1.0000	1.000000	0.001721	0.172058226%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.172058226%	0.000000000%	0.000000000%	66120 Willow Grove Road	Bellaire	OH	43906
44	26-03206.006	B. Richard McCabe and Linda M. McCabe	Yes	0.584000	1.0000	0.584000	0.001065	0.100482004%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.100482004%	53489 Spencer Lane	Bellaire	OH	43906
45	26-03206.005	B. Richard McCabe and Linda M. McCabe	Yes	0.086000	1.0000	0.086000	0.000148	0.014797007%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.014797007%	53489 Spencer Lane	Bellaire	OH	43906
47	26-00048.000	Geoffery A. Violet	Yes	0.562000	1.0000	0.562000	0.000967	0.096696723%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.096696723%	64459 Sand Hill Road	Bellaire	OH	43906
49	26-03206.004	B. Richard McCabe and Linda M. McCabe	Yes	53.363000	1.0000	53.363000	0.091815	9.181543108%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	9.181543108%	53489 Spencer Lane	Bellaire	OH	43906
52	26-00413.001	Steven M. Badia and Tracy L. Badia	Yes	0.079300	0.5000	0.039650	0.000068	0.006822109%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.006822109%	53500 Spencer Lane	Bellaire	OH	43906
52	26-00413.001	B. Richard McCabe and Linda M. McCabe	Yes	0.079300	0.5000	0.039650	0.000068	0.006822109%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.006822109%	53489 Spencer Lane	Bellaire	OH	43906
53	26-01703.002	Steven M. Badia and Tracy L. Badia	Yes	4.665000	0.5000	2.332500	0.004013	0.401325812%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.401325812%	53500 Spencer Lane	Bellaire	OH	43906
53	26-01703.002	B. Richard McCabe and Linda M. McCabe	Yes	4.665000	0.5000	2.332500	0.004013	0.401325812%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.401325812%	53489 Spencer Lane	Bellaire	OH	43906
61	26-01543.001	The County of Belmont, Ohio	Yes	0.277900	1.0000	0.277900	0.000478	0.047814981%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.047814981%	101 West Main Street	St. Clairsville	OH	43950
77	26-01548.003	Richard Dorsey Johnston and Becky Marie Johnston	Yes	18.490100	1.0000	18.490100	0.031814	3.181373802%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	3.181373802%	63817 Sand Hill Road	Bellaire	OH	43906
80	26-01655.000	Richard Dorsey Johnston and Becky Marie Johnston	Yes	4.257000	1.0000	4.257000	0.007325	0.732451868%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.732451868%	63817 Sand Hill Road	Bellaire	OH	43906
81	26-01548.002	Richard Dorsey Johnston and Becky Marie Johnston	Yes	11.911900	1.0000	11.911900	0.020495	2.049540381%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	2.049540381%	63817 Sand Hill Road	Bellaire	OH	43906
97	26-03206.010	B. Richard McCabe and Linda M. McCabe	Yes	2.172000	1.0000	2.172000	0.003737	0.373710467%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.373710467%	53489 Spencer Lane	Bellaire	OH	43906
				TOTAL UNIT ACRES		102.548500		17.644312977%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.847730879%	16.796582098%							

EXHIBIT A-4S

Unleased Owners

Attached to that certain Operating Agreement dated February 17, 2016 covering the Kurth B Unit, Pultney and Richland Townships, Belmont County, Ohio

Tract #	Tax Map Number	Mineral Owner	Leased (Y/N)	Parcel Surface Acres in Unit	Mineral Owner Interest	Mineral Owner Surface Acres	Tract Participation	Unit Working Interest	XTO Working Interest	XTO Unit Participation	Phillips Exploration Working Interest	Phillips Exploration Unit Participation	ARU Working Interest	ARU Unit Participation	Gulfport Working Interest	Gulfport Unit Participation	Gulfport Buckeye Working Interest	Gulfport Buckeye Unit Participation	Mineral Owner Address	City	State	Zip Code
16	26-60048.000	Pultney Key Local School District	No	14.200000	1.0000	14.200000	0.024432	2.443226807%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	340 34th Street	Belaire	OH	43906
18	26-00377.000	Mary Frances Maker	No	2.770000	0.5000	1.385000	0.002383	0.238300643%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 395	Neffs	OH	43940
18	26-00377.000	Norman A. Brutchey	No	2.770000	0.5000	1.385000	0.002383	0.238300643%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 395	Neffs	OH	43940
19	26-00378.000	Mary Frances Maker	No	1.646000	0.5000	0.823000	0.001416	0.141603920%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 395	Neffs	OH	43940
19	26-00378.000	Norman A. Brutchey	No	1.646000	0.5000	0.823000	0.001416	0.141603920%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 395	Neffs	OH	43940
25	26-01121.000	Vendor: Michael D. Foster and Barbara J. Foster Vendee: Josh Staskey and Meranda Ghent	No	8.553800	1.0000	8.553800	0.014718	1.471751653%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	3675 Oak Alley	Belaire	OH	43906
54	26-01903.000	David E. Erb*	No	9.140000	0.0000	0.000000	0.000000	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	316 Ginned Cotton Street	Charleston	SC	29492
54	26-01903.000	Beatrice K. Baker and James R. Baker*	No	9.140000	0.0000	0.000000	0.000000	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	62703 OK Road	Belmont	OH	43718
54	26-01903.000	Barbara E. Smathers*	No	9.140000	0.0000	0.000000	0.000000	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	585 West 42nd Street	Shadyside	OH	43947
54	26-01903.000	Kermit L. Scott*	No	9.140000	0.0000	0.000000	0.000000	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	3143 Washington Street	Belaire	OH	43906
54	26-01903.000	Jamie L. Smathers and Toni Smathers*	No	9.140000	0.0000	0.000000	0.000000	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	339 West Church Street	Barnesville	OH	43713
				TOTAL UNIT ACRES		27.169800		4.674787586%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%					

* = Potential claim subject to ODMA Interpretation

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

In re the Matter of the Application of :
XTO Energy Inc. for Unit Operation :
: :
: : Application Date: February 17, 2016
: :
Kurth Unit B :

**SUPPLEMENTAL
PREPARED DIRECT TESTIMONY OF MATTHEW MIDKIFF
ON BEHALF OF XTO ENERGY INC. ("XTO")
(LANDMAN)**

Paul B. Westbrook (0092870)
HARRIS, FINLEY & BOGLE, P.C.
777 Main Street, Suite 1800
Fort Worth, Texas 76102

Attorney for Applicant,
XTO Energy Inc.

Supplement Submitted: April 28, 2016

INTRODUCTION

Q1. Please describe the updates to your original prepared testimony submitted with this Application that are addressed in this supplemental prepared testimony and the attached exhibits.

A1. In general, the changes to the prepared testimony are (1) adding the leases XTO has obtained within the unit since the application was filed, including revised maps, (2) updating the percentage of the unit controlled by XTO in the unit, (3) and adding affidavits of leasing efforts with respect to people who may potentially own a mineral interest in the unit if the Ohio Supreme Court changes the current law with respect to the Ohio Dormant Mineral Act.

Q2. The Supplemental Application submitted by XTO indicates that it owns and controls the oil and gas rights to at least 451.4803 acres of the proposed 581.1986 acre unit. Is that correct?

A2. Yes. That number has increased from the original Application because XTO has been able to obtain leases on several tracts within the unit since the Application was filed.

Q3. And that represents 77.6809% of the unit acreage, correct?

A3. Yes, that is correct. Exhibit MM-2S to this supplemental prepared testimony reflects the increased number of leased tracts.

Q4. What do Exhibits MM-3S and MM-4S show?

A4. These Exhibits are new working interest owner approvals of Ascent Resources-Utica, LLC (“ARU”) and Phillips Exploration, LLC. These approvals include changes in the working interest ownership that has occurred since the Application was filed as a result of an agreement between XTO and ARU.

Q5. In your original prepared testimony in Answer 9, you mentioned that some tracts were removed from Exhibit MM-3 due to uncertainty regarding lease funding. Has that issue been resolved?

A5. Yes it has, and the attached Exhibit MM-3 contains the current information as to all the tracts in which ARU holds a lease interest.

Q6. What do the plats attached as Exhibits MM-5S, MM-17S, MM-18S, and MM-19S show?

A6. These Exhibits are plats that have been updated to include the additional leased acreage now owned and controlled by XTO.

Q7. What do the unleased owner affidavits attached as Exhibits MM-20 through MM-26 show?

A7. These Exhibits show additional efforts by XTO to lease unleased mineral owners. Exhibits MM-20 and MM-21 show additional efforts regarding two owners who were included in the original Application. Exhibits MM-22 through MM-26 show XTO's efforts to obtain conditional leases from parties who could potentially own tract 54 if the Ohio Supreme Court modifies how the Ohio Seventh District Court of Appeals has applied the Ohio Dormant Mineral Act. These owners were not included in the original Application and have been added by this Supplemental Disclosure out of caution to ensure that any person with a possible claim to the land in the unit is notified.

Q8. Does this conclude your supplemental testimony?

A8. Yes.

**STATE OF OHIO
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In re the Matter of the Application of :
XTO Energy Inc. for Unit Operation :
 : Application Date: February 17, 2016
 :
Kurth Unit B :

SUPPLEMENTAL LEASE AFFIDAVIT

I, Matthew Midkiff, being first duly cautioned and sworn, do hereby depose and state as follows:

1. My name is Matthew Midkiff and I am a Landman with XTO Energy Inc. ("Applicant"). My day-to-day responsibilities include overseeing and directing lease acquisition for the Applicant in the State of Ohio, and I have personal knowledge of the facts stated herein.
2. Pursuant to Ohio Revised Code § 1509.28, the Applicant has filed an application with the Chief of the Division of Oil and Gas Resources Management requesting an order authorizing Applicant to operate the Unit Formation and applicable land area, identified as the Kurth Unit B, according to the Unit Plan attached thereto (the "Application") (as those terms are used and defined therein). The Kurth Unit B is located in Richland and Pultney Townships, Belmont County, Ohio, and consists of ninety-eight (98) separate tracts of land covering approximately 581.1986 acres.
3. To my knowledge the Applicant holds valid oil and gas leases (or equitable title thereto) covering all of the Applicant's acreage, being sixty (60) of the ninety-eight (98) tracts, as set forth in greater detail in Exhibit A-2S of the Unit Operating Agreement attached to the Application.

Further Affiant sayeth naught.



Sworn to and subscribed before me this 28th day of April, 2016.




Notary Public

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

In re the Matter of the Application of :
XTO Energy Inc. for Unit Operation :
 : Application Date: February 17, 2016
 :
Kurth Unit B :

WORKING INTEREST OWNER APPROVAL

XTO Energy Inc. ("Applicant") has prepared and/or filed an application asking the Chief of the Division of Oil and Gas Resources Management to issue an order authorizing Applicant to operate the Kurth Unit B, located in Belmont County, Ohio, and consisting of ninety-eight (98) separate tracts of land covering approximately 581.1986 acres, according to the Unit Plan attached thereto (the "Application").

Ascent Resources – Utica, LLC is the owner of a 5% working interest in and to thirty-four (34) leases covering fifty-one (51) of the ninety-eight (98) tracts of land in the Kurth Unit B, as more specifically described in Exhibit 1 attached hereto. Said leases cover a total of approximately 20.76815 acres, leaving Ascent Resources – Utica, LLC with an approximate 3.573331044% working interest in the Kurth Unit B.

Ascent Resources – Utica, LLC hereby approves, and supports the making of, the Application, including without limitation the Unit Plan attached thereto, and acknowledges receipt of full and true copies thereof.

ASCENT RESOURCES - UTICA, LLC

By: Kade R. Smith
Kade R. Smith
Land Manager, Utica *mwr KRS*

Date: 4/27/16

EXHIBIT 1
TO WORKING INTEREST OWNER APPROVAL

Lease No.	Unit Tract No.	Inst. No.	Lessor	Lessee	County	Twp	State	Range-Township-Section	Tax Parcel No(s).	Acres
1	16	OR 65-798	Michael W. Kurth, single never married, and William Kurth and Patricia Kurth, Life Estate	Reserve Energy Exploration Company	Belmont	Richland	OH	3-6-19	30-00376.000 32-01476.000	Insofar as said lease covers 1.4010 acres out of 391.4500 acres
2	27	OR 65-783	Donald P. Barnes and Katherine A. Barnes, husband and wife and Olexa Family Trust of November 25, 1998	Reserve Energy Exploration Company	Belmont	Pultney Richland	OH	3-6-13 3-6-19	26-01902.000 32-01762.000	Insofar as said lease covers 115.2570 acres out of 152.1100 acres
3	46	450-457	John F. Rico and Carol A. Rico, husband and wife	Great River Energy, LLC	Belmont	Pultney	OH	3-5-18	26-01083.000	Insofar as lease covers 0.094 acres out of 4.10 acres
4	58	OR 467-256	Neff Volunteer Fire Department, Inc.	Paloma Partners III, LLC	Belmont	Pultney	OH	3-6-13	26-01269.000 26-01841.000	Insofar as said lease covers 8.5720 acres out of 56.4030 acres
5	911	OR 323-43	Marietta Coal Company	XTO Energy Inc.	Belmont	Richland Pultney	OH	3-5-24 3-6-13	30-00424.000 26-01872.000	Insofar as said lease covers 35.6590 acres out of 883.37566 acres
6	10	OR 420-613	Diamond Energy Acquisition Group, LLC	Paloma Partners III, LLC	Belmont	Pultney	OH	3-5-18	26-01873.000	Insofar as said lease covers 32.4320 acres out of 32.6000 acres
7	14	OR 459-443	Lana J. Barack and Roger A. Barack, wife and husband	Paloma Partners III, LLC	Belmont	Pultney	OH	3-5-18	26-03263.000	Insofar as said lease covers 0.5600 acres out of 7.2047 acres

Lease No.	Unit Tract No.	Inst. No.	Lessor	Lessee	County	Twp	State	Range-Township-Section	Tax Parcel No(s).	Acres
8	17	OR 424-91	Ronda R. Gillespie and husband, Paul A. Gillespie, Randy J. Barack and wife, Diana L. Barack, and Lana J. Barack and husband, Roger A. Barack	Paloma Partners III, LLC	Belmont	Pultney	OH	3-5-18	26-00058.000	1.24
9	21	OR 442-255	Gregory J. Kasproski	Great River Energy, LLC	Belmont	Pultney	OH	3-5-18	26-00071.001	Insofar as said lease covers 0.8500 acres out of 1.1701 acres
10	22	OR 442-253	Gregory J. Kasproski	Great River Energy, LLC	Belmont	Pultney	OH	3-6-13	26-00072.001	Insofar as said lease covers 0.1020 acres out of 0.8396 acres
11	24	OR 441-747	Scott Klee and Kathy Klee, husband and wife	Great River Energy, LLC	Belmont	Pultney	OH	3-5-18	26-03198.000	Insofar as said lease covers 9.7000 acres out of 21.2380 acres
12	28 42 43	OR 448-555	James J. Thoburn and Hope Thoburn, husband and wife	Great River Energy, LLC	Belmont	Pultney	OH	3-5-18	26-03206.003 26-01280.000 26-03206.001	4.221
13	58	491-437	Donald W. Dunfee, Sr. and Evelyn K. Dunfee, husband and wife	Great River Energy, LLC	Belmont	Pultney	OH	3-5-18	26-00385.000	Insofar as said lease covers 1.382 acres out of 1.388 acres
14	50	OR 85-527	Steven M. Badia and Tracy L. Badia, husband and wife	EOG Resources, Inc.	Belmont	Pultney	OH	3-5-18	26-03206.011	7.231
15	54	OR 304-572	Eddie E. King and wife, Florence M. King	XTO Energy Inc.	Belmont	Pultney	OH	3-5-18	26-01903.000	Insofar as said lease covers 9.1400 acres out of 21.5791 acres

Lease No.	Unit Tract No.	Inst. No.	Lessor	Lessee	County	Twp	State	Range-Township-Section	Tax Parcel No(s).	Acres
16	55 62 63 72 73 75	OR 68-895	Darrel L. Hurst, single never married, Dennis L. Hurst and Marcia E. Hurst, husband and wife, Larry W. Hurst, single never married, and Terry E. Hurst, divorced not remarried	Reserve Energy Exploration Company	Belmont	Pultney	OH	3-5-18 3-5-17	26-01545.001 26-01545.000 26-01544.000 26-00189.000 26-00187.000 26-00188.000	Insofar as said lease covers 74.9925 acres out of 78.2000 acres
17	56	OR 65-424	Lawrence R. Gress, Jr. and Margaret A. Gress, husband and wife	Reserve Energy Exploration Company	Belmont	Pultney	OH	3-5-18	26-03212.000	Insofar as said lease covers 0.1913 acres out of 66.1500 acres
18	59	OR 548-939	Erma M. Troyer, fka Erma M. Phillips, a widow and not remarried	American Energy - Utica, LLC	Belmont	Pultney	OH	3-5-18	26-00999.000	1.388
19	64	OR 442-322	Curtis H. Patterson and Valerie J. Patterson	Great River Energy, LLC	Belmont	Pultney	OH	3-5-18	26-01182.000	Insofar as said lease covers 1.7112 acres out of 1.9960 acres
20	65	OR 442-320	Curtis H. Patterson and Valerie J. Patterson	Great River Energy, LLC	Belmont	Pultney	OH	3-5-18	26-01183.000	Insofar as said lease covers 0.9071 acres out of 1.6770 acres
21	66	OR 470-310	Sunnie Rae Scott and Jesse Scott	XTO Energy Inc.	Belmont	Pultney	OH	3-5-18	26-00631.000	Insofar as said lease covers 0.2989 acres out of 4.5170 acres
22	67	OR 426-857	Donald E. Smathers, divorced and not remarried	Paloma Partners III, LLC	Belmont	Pultney	OH	3-5-18	26-01190.000	Insofar as said lease covers 0.0650 acres out of 7.5400 acres
23	74	OR 65-412	Michael T. Fry and Carol A. Fry, husband and wife	Reserve Energy Exploration Company	Belmont	Pultney	OH	3-5-17	26-01548.000	Insofar as said lease covers 10.8760 acres out of 93.77 acres

Lease No.	Unit Tract No.	Inst. No.	Lessor	Lessee	County	Twp	State	Range-Township-Section	Tax Parcel No(s).	Acres
24	76	OR 477-43	Ronald W. Albaugh and Jennifer A. Albaugh, husband and wife	XTO Energy Inc.	Belmont	Pultney	OH	3-5-17	26-01548.005	1.243
25	78	OR 174-554	Richard James Kendle and Kendra Michelle West Kendle, his wife	Mason Dixon Energy, Inc.	Belmont	Pultney	OH	3-5-17	26-01880.002	5.04
26	79 82 85 86	OR 174-567	William J. West and Susan West, a/k/a Susan A. West, his wife	Mason Dixon Energy, Inc.	Belmont	Pultney	OH	3-5-17	26-01881.000 26-01880.000 26-01547.001 26-01881.001	Insofar as said lease covers 48.5807 acres out of 117.7300 acres
27	83	OR 438-539	Charles Jenkins and Trudy A. Jenkins	Great River Energy, LLC	Belmont	Pultney	OH	3-5-17	26-01548.004	Insofar as said lease covers 1.2140 acres out of 1.3200 acres
28	84	OR 451-442	Daniel E. Steadman and Robin R. Steadman, husband and wife	Gulfport Energy Corporation	Belmont	Pultney	OH	3-5-17	26-01548.006	Insofar as said lease covers 0.7860 acres out of 1.1100 acres
29	87 88 91 96	OR 85-525	Thomas L. Pacifico and Patricia L. Pacifico, husband and wife	EOG Resources, Inc.	Belmont	Pultney	OH	3-5-17	26-01548.007 26-01547.000 26-03332.000 26-01548.001	Insofar as said lease covers 30.2630 acres out of 37.0760 acres
30	89	OR 85-529	John M. Pacifico and Alison M. Pacifico, husband and wife	EOG Resources, Inc.	Belmont	Pultney	OH	3-5-17	26-01547.003	Insofar as said lease covers 1.4810 acres out of 5.7010 acres
31	90	OR 85-528	Thomas J. Pacifico and Danee L. Pacifico, husband and wife	EOG Resources, Inc.	Belmont	Pultney	OH	3-5-17	26-01547.005	Insofar as said lease covers 4.5710 acres out of 6.6310 acres
32	92	OR 424-44	Bryan Eureka and Janis Eureka, husband and wife	Paloma Partners III, LLC	Belmont	Pultney	OH	3-5-17	26-01724.000	Insofar as said lease covers 3.3913 acres out of 70.5580 acres

Lease No.	Unit Tract No.	Inst. No.	Lessor	Lessee	County	Twp	State	Range-Township-Section	Tax Parcel No(s).	Acres
33	93	OR 433-786	Rita Coutz D'Ambrosia, a single woman, and Norman Papola and Diane Coutz Papola, husband and wife	Paloma Partners III, LLC	Belmont	Pultney	OH	3-5-17	26-00280.000	Insofar as said lease covers 0.3550 acres out of 6.9450 acres
34	95	OR 448-127	Valerie Seita and Harry L. Steadman	Great River Energy, LLC	Belmont	Pultney	OH	3-5-18	26-00071.000	Insofar as said lease covers 0.1670 acres out of 1.4719 acres

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

In re the Matter of the Application of
XTO Energy Inc. for Unit Operation

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:
:
:

Application Date: February 17, 2016

Kurth Unit B

WORKING INTEREST OWNER APPROVAL

XTO Energy Inc. ("Applicant") has prepared and/or filed an application asking the Chief of the Division of Oil and Gas Resources Management to issue an order authorizing Applicant to operate the Kurth Unit B, located in Belmont County, Ohio, and consisting of ninety-eight (98) separate tracts of land covering approximately 581.1986 acres, according to the Unit Plan attached thereto (the "Application").

Phillips Exploration, LLC, is the owner of a 95% working interest in and to ten (10) leases covering twenty (20) of the ninety-eight (98) tracts of land in the Kurth Unit B, as more specifically described in Exhibit 1 attached hereto. Said leases cover a total of approximately 237.172345 acres, leaving Phillips Exploration, LLC with an approximate 40.807452909% working interest in the Kurth Unit B.

Phillips Exploration, LLC hereby approves, and supports the making of, the Application, including without limitation the Unit Plan attached thereto, and acknowledges receipt of full and true copies thereof.

By: Edwin S. Ryan, Jr.

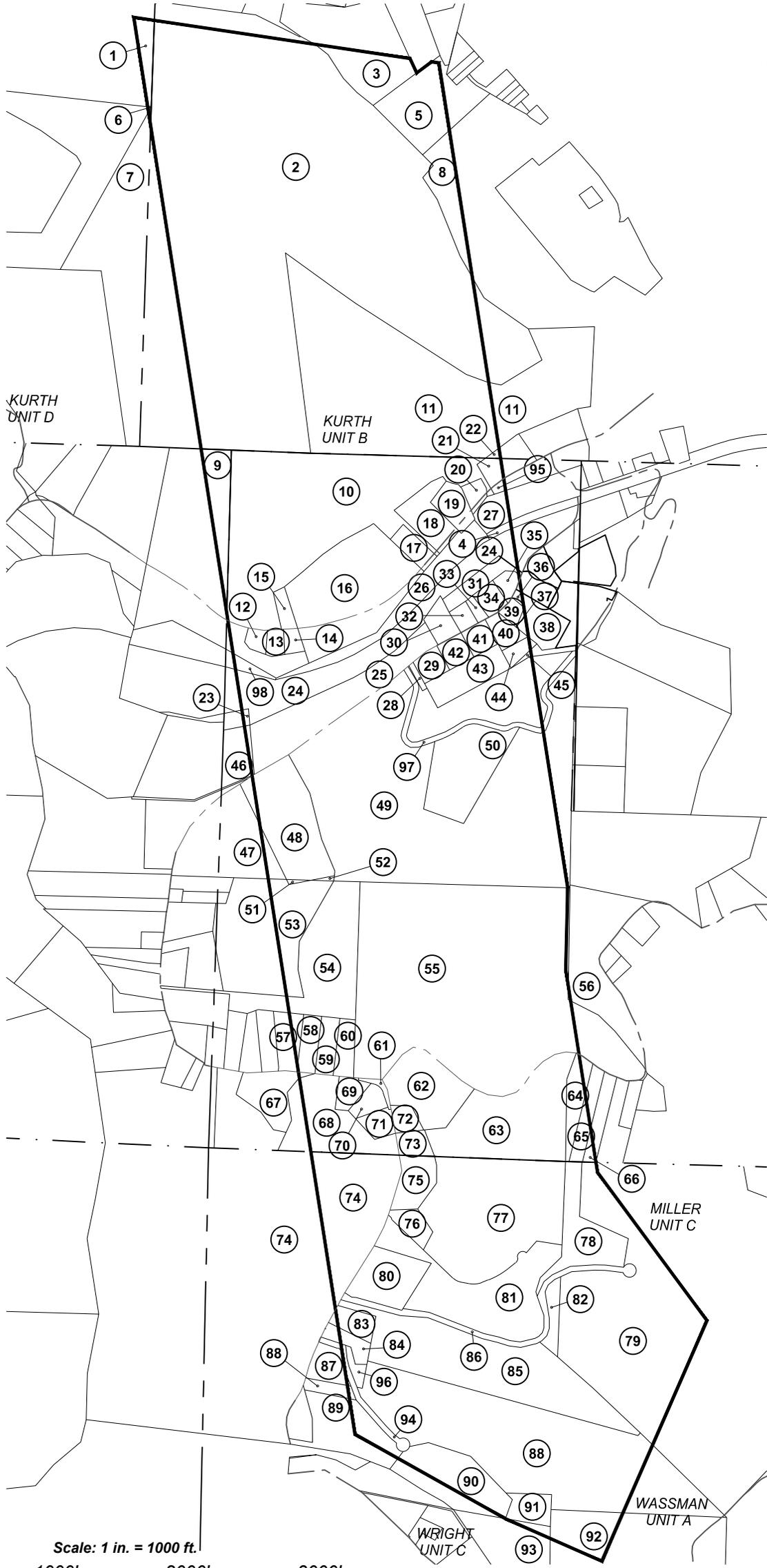
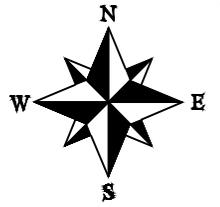
Edwin S. Ryan, Jr.- Vice President- Land *msm*

Date: 4/26/16

EXHIBIT 1
TO WORKING INTEREST OWNER APPROVAL

Lease No.	Unit Tract No.	Inst. No.	Lessor	Lessee	County	Twp	State	Range-Township-Section	Tax Parcel No(s).	Acres
1	1 6	OR 65-798	Michael W. Kurth, single never married, and William Kurth and Patricia Kurth, Life Estate	Reserve Energy Exploration Company	Belmont	Richland	OH	3-6-19	30-00376.000 32-01476.000	Insofar as said lease covers 1.4010 acres out of 391.4500 acres
2	2 7	OR 65-783	Donald P. Barnes and Katherine A. Barnes, husband and wife and Olexa Family Trust of November 25, 1998	Reserve Energy Exploration Company	Belmont	Pultney Richland	OH	3-6-13 3-6-19	26-01902.000 32-01762.000	Insofar as said lease covers 115.2570 acres out of 152.1100 acres
3	50	OR 85-527	Steven M. Badia and Tracy L. Badia, husband and wife	EOG Resources, Inc.	Belmont	Pultney	OH	3-5-18	26-03206.011	7.2310
4	55 62 63 72 73 75	OR 68-895	Darrel L. Hurst, single never married, Dennis L. Hurst and Marcia E. Hurst, husband and wife, Larry W. Hurst, single never married, and Terry E. Hurst, divorced not remarried	Reserve Energy Exploration Company	Belmont	Pultney	OH	3-5-18 3-5-17	26-01545.001 26-01545.000 26-01544.000 26-00189.000 26-00187.000 26-00188.000	Insofar as said lease covers 74.9925 acres out of 78.2000 acres
5	56	OR 65-424	Lawrence R. Gress, Jr. and Margaret A. Gress, husband and wife	Reserve Energy Exploration Company	Belmont	Pultney	OH	3-5-18	26-03212.000	Insofar as said lease covers 0.1913 acres out of 66.1500 acres
6	74	OR 65-412	Michael T. Fry and Carol A. Fry, husband and wife	Reserve Energy Exploration Company	Belmont	Pultney	OH	3-5-17	26-01548.000	Insofar as said lease covers 10.8760 acres out of 93.7700 acres

Lease No.	Unit Tract No.	Inst. No.	Lessor	Lessee	County	Twp	State	Range-Township-Section	Tax Parcel No(s).	Acres
7	87 88 91 96	OR 85-525	Thomas L. Pacifico and Patricia L. Pacifico, husband and wife	EOG Resources, Inc.	Belmont	Pultney	OH	3-5-17	26-01548.007 26-01547.000 26-03332.000 26-01548.001	Insofar as said lease covers 30.2630 acres out of 37.0760 acres
8	89	OR 85-529	John M. Pacifico and Alison M. Pacifico, husband and wife	EOG Resources, Inc.	Belmont	Pultney	OH	3-5-17	26-01547.003	Insofar as said lease covers 1.4810 acres out of 5.7010 acres
9	90	OR 85-528	Thomas J. Pacifico and Danee L. Pacifico, husband and wife	EOG Resources, Inc.	Belmont	Pultney	OH	3-5-17	26-01547.005	Insofar as said lease covers 4.5710 acres out of 6.6310 acres
10	92	OR 424-44	Bryan Eureka and Janis Eureka, husband and wife	Paloma Partners III, LLC	Belmont	Pultney	OH	3-5-17	26-01724.000	Insofar as said lease covers 3.3913 acres out of 70.5580 acres



Scale: 1 in. = 1000 ft.

0' 1000' 2000' 3000'



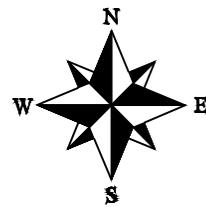
Graphical Scale

SCALE 1" = 1000'
ISSUE DATE 4/27/2016
DRAWN BY FDO
CHECKED BY JCL
APPROVED BY JCL



COUNTY	BELMONT
TOWNSHIP	PULTNEY, RICHLAND
QUAD MAP	ARMSTRONG MILLS
TOWNSHIP	5&6N
RANGE	3W
SECTION	13, 17, 18, 19, & 24

KURTH UNIT B
TARGET FORMATION:
POINT PLEASANT
XTO ENERGY INC.
190 THORN HILL ROAD
WARRENDALE, PA 15086



PARCELS WITHIN KURTH UNIT B		
Tract No.	PARCEL NUMBER	UNIT ACREAGE (LEASE)
1	30-00376.000	1.389
2	26-01902.000	115.243
3	26-01631.000	3.927
4	p/o26-03895.000	0.236
5	26-01269.000	5.126
6	32-01476.000	0.012
7	32-01762.000	0.014
8	26-01841.000	3.446
9	30-00424.000	2.950
10	26-01873.000	32.432
11	26-01872.000	32.709
12	26-03263.001	0.576
13	26-03264.000	0.5973
14	26-03263.000	0.560
15	26-01410.000	0.759
16	26-60048.000	14.200
17	26-00058.000	1.240
18	26-00377.000	2.7700
19	26-00378.000	1.646
20	26-00604.000	0.702
21	26-00071.001	0.850
22	26-00072.001	0.102
23	26-01306.000	0.100
24	26-03198.000	9.700
25	26-01121.000	8.5538
26	p/o 26-03895.000	5.076
27	26-00674.000	1.334
28	26-03206.003	0.202
29	26-01039.000	1.000
30	26-00976.000	1.241
31	26-03198.001	1.567
32	26-00984.000	0.641
33	26-00985.000	0.358
34	26-00705.001	0.878
35	26-00705.000	0.682
36	26-03206.002	0.051
37	26-03206.000	0.042
38	26-03206.008	0.156
39	26-01203.000	0.504
40	26-03207.000	1.051
41	26-00115.000	1.0000
42	26-01280.000	1.0000
43	26-03206.001	3.019
44	26-03206.006	0.584
45	26-03206.005	0.086
46	26-01083.000	0.094
47	26-00048.000	0.562
48	26-00413.000	7.897

49	26-03206.004	53.363
50	26-03206.011	7.231
51	26-01703.001	0.0793
52	26-00413.001	0.0793
53	26-01703.002	4.665
54	26-01903.000	9.140
55	26-01545.001	52.4525
56	26-03212.000	0.1913
57	26-00386.000	0.543
58	26-00385.000	1.3820
59	26-00999.000	1.388
60	26-00384.000	1.3890
61	26-01543.001	0.2779
62	26-01545.000	5.780
63	26-01544.000	12.490
64	26-01182.000	1.7112
65	26-01183.000	0.9071
66	26-00631.000	0.2989
67	26-01190.000	0.0650
68	26-01543.000	5.4380
69	26-01543.004	1.0020
70	26-01543.003	1.0040
71	26-01543.002	1.0060
72	26-00189.000	0.85
73	26-00187.000	1.130
74	26-01548.000	10.8760
75	26-00188.000	2.290
76	26-01548.005	1.243
77	26-01548.003	18.4901
78	26-01880.002	5.040
79	26-01881.000	27.2707
80	26-01655.000	4.257
81	26-01548.002	11.9119
82	26-01880.000	1.130
83	26-01548.004	1.214
84	26-01548.006	0.786
85	26-01547.001	17.510
86	26-01881.001	2.670
87	26-01548.007	0.0310
88	26-01547.000	28.0740
89	26-01547.003	1.481
90	26-01547.005	4.571
91	26-03332.000	1.638
92	26-01724.000	3.3913
93	26-00280.000	0.355
94	26-01547.004	0.911
95	26-00071.000	0.167
96	26-01548.001	0.52
97	26-03206.010	2.172
98	p/o26-03895.000	0.470
		581.1986

SCALE N/A
 ISSUE DATE 4/27/2016
 DRAWN BY FDO
 CHECKED BY JCL
 APPROVED BY JCL

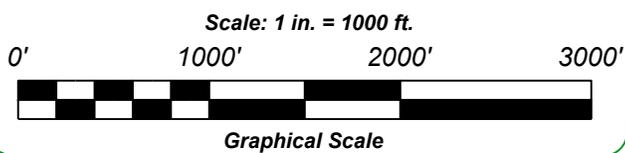
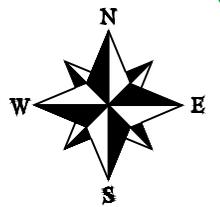


COUNTY BELMONT
 TOWNSHIP PULTNEY, RICHLAND
 QUAD MAP ARMSTRONG MILLS
 TOWNSHIP 5&6N
 RANGE 3W
 SECTION 13, 17, 18, 19, & 24

KURTH UNIT B
TARGET FORMATION:
POINT PLEASANT
XTO ENERGY INC.
 190 THORN HILL ROAD
 WARRENDALE, PA 15086

COLOR SHADING KEY

- = XTO/COMMITTED WORKING INTEREST OWNERS
- = UNLEASED
- = GULFPORT ENERGY CORPORATION
- = GULFPORT BUCKEYE
- = WELL BORES

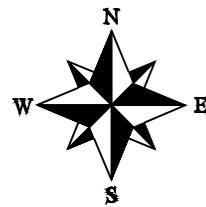


SCALE 1" = 1000'
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COUNTY	BELMONT
TOWNSHIP	PULTNEY, RICHLAND
QUAD MAP	ARMSTRONG MILLS
TOWNSHIP	5&6N
RANGE	3W
SECTION	13, 17, 18, 19, & 24

KURTH UNIT B
 TARGET FORMATION:
 POINT PLEASANT
XTO ENERGY INC.
 190 THORN HILL ROAD
 WARRENDALE, PA 15086



PARCELS WITHIN KURTH UNIT B		
Tract No.	PARCEL NUMBER	UNIT ACREAGE (LEASE)
1	30-00376.000	1.389
2	26-01902.000	115.243
3	26-01631.000	3.927
4	p/o26-03895.000	0.236
5	26-01269.000	5.126
6	32-01476.000	0.012
7	32-01762.000	0.014
8	26-01841.000	3.446
9	30-00424.000	2.950
10	26-01873.000	32.432
11	26-01872.000	32.709
12	26-03263.001	0.576
13	26-03264.000	0.5973
14	26-03263.000	0.560
15	26-01410.000	0.759
16	26-60048.000	14.200
17	26-00058.000	1.240
18	26-00377.000	2.7700
19	26-00378.000	1.646
20	26-00604.000	0.702
21	26-00071.001	0.850
22	26-00072.001	0.102
23	26-01306.000	0.100
24	26-03198.000	9.700
25	26-01121.000	8.5538
26	p/o 26-03895.000	5.076
27	26-00674.000	1.334
28	26-03206.003	0.202
29	26-01039.000	1.000
30	26-00976.000	1.241
31	26-03198.001	1.567
32	26-00984.000	0.641
33	26-00985.000	0.358
34	26-00705.001	0.878
35	26-00705.000	0.682
36	26-03206.002	0.051
37	26-03206.000	0.042
38	26-03206.008	0.156
39	26-01203.000	0.504
40	26-03207.000	1.051
41	26-00115.000	1.0000
42	26-01280.000	1.0000
43	26-03206.001	3.019
44	26-03206.006	0.584
45	26-03206.005	0.086
46	26-01083.000	0.094
47	26-00048.000	0.562
48	26-00413.000	7.897

49	26-03206.004	53.363
50	26-03206.011	7.231
51	26-01703.001	0.0793
52	26-00413.001	0.0793
53	26-01703.002	4.665
54	26-01903.000	9.140
55	26-01545.001	52.4525
56	26-03212.000	0.1913
57	26-00386.000	0.543
58	26-00385.000	1.3820
59	26-00999.000	1.388
60	26-00384.000	1.3890
61	26-01543.001	0.2779
62	26-01545.000	5.780
63	26-01544.000	12.490
64	26-01182.000	1.7112
65	26-01183.000	0.9071
66	26-00631.000	0.2989
67	26-01190.000	0.0650
68	26-01543.000	5.4380
69	26-01543.004	1.0020
70	26-01543.003	1.0040
71	26-01543.002	1.0060
72	26-00189.000	0.85
73	26-00187.000	1.130
74	26-01548.000	10.8760
75	26-00188.000	2.290
76	26-01548.005	1.243
77	26-01548.003	18.4901
78	26-01880.002	5.040
79	26-01881.000	27.2707
80	26-01655.000	4.257
81	26-01548.002	11.9119
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83	26-01548.004	1.214
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90	26-01547.005	4.571
91	26-03332.000	1.638
92	26-01724.000	3.3913
93	26-00280.000	0.355
94	26-01547.004	0.911
95	26-00071.000	0.167
96	26-01548.001	0.52
97	26-03206.010	2.172
98	p/o26-03895.000	0.470
		581.1986

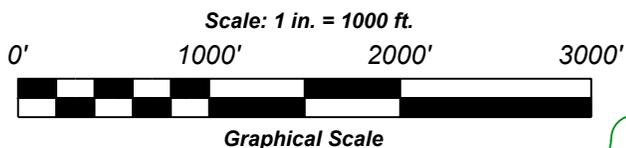
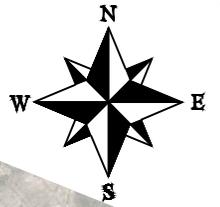
SCALE N/A
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COUNTY BELMONT
 TOWNSHIP PULTNEY, RICHLAND
 QUAD MAP ARMSTRONG MILLS
 TOWNSHIP 5&6N
 RANGE 3W
 SECTION 13, 17, 18, 19, & 24

KURTH UNIT B
TARGET FORMATION:
POINT PLEASANT
XTO ENERGY INC.
 190 THORN HILL ROAD
 WARRENDALE, PA 15086

COLOR SHADING KEY
RED = UNLEASED
DASHED LINE = WELL BORES

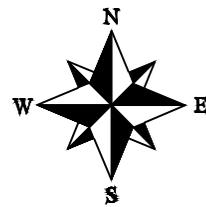


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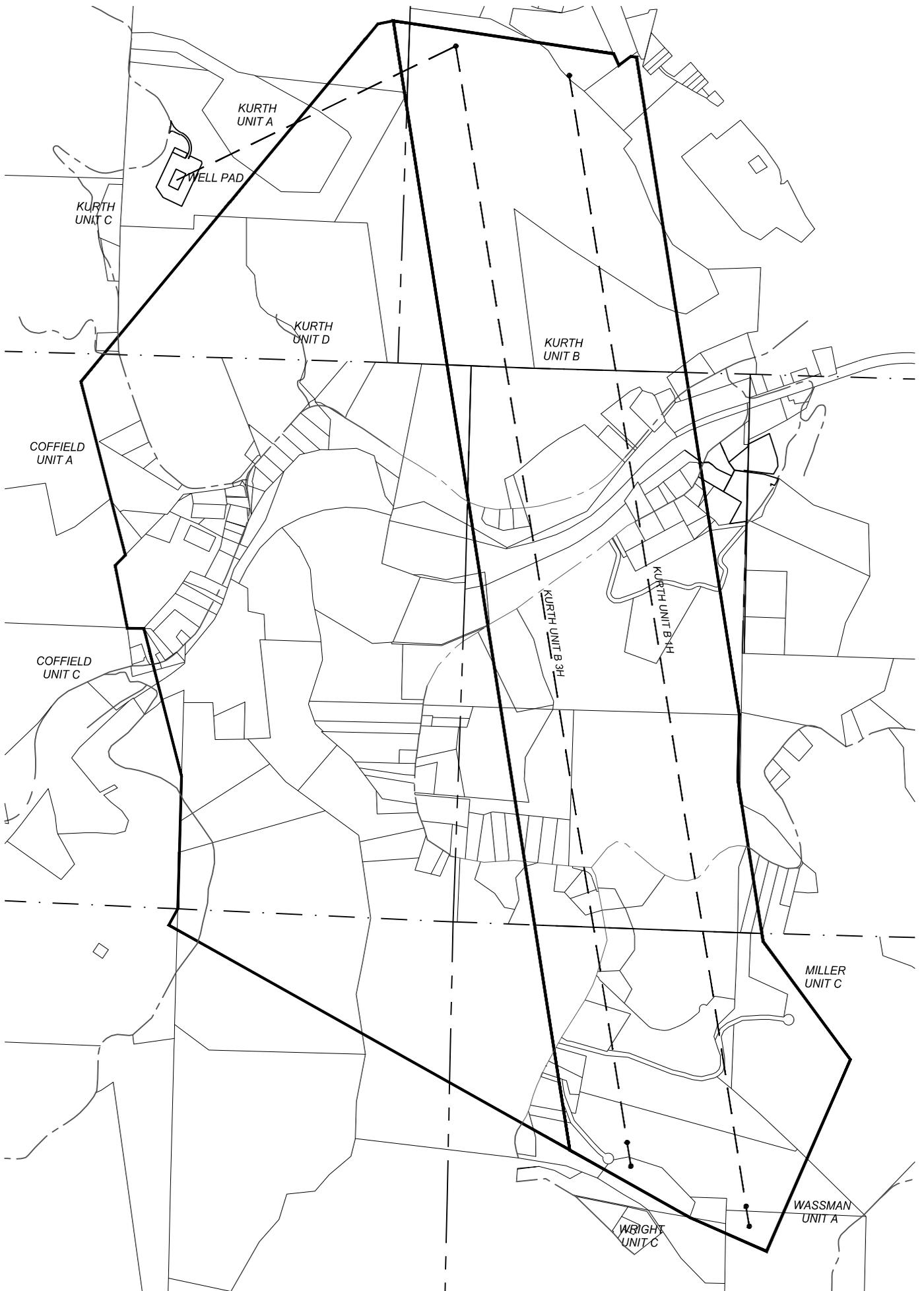
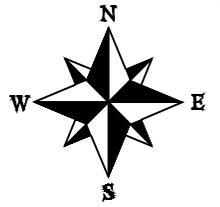


COUNTY BELMONT
 TOWNSHIP PULTNEY, RICHLAND
 QUAD MAP ARMSTRONG MILLS
 TOWNSHIP 5&6N
 RANGE 3W
 SECTION 13, 17, 18, 19, & 24

KURTH UNIT B
TARGET FORMATION:
POINT PLEASANT
XTO ENERGY INC.
 190 THORN HILL ROAD
 WARRENDALE, PA 15086

COLOR SHADING KEY

RED ————— = **DRILLED WELL BORE**
DASHED LINE - - - - = **PERMITTED WELL BORES**



Scale: 1 in. = 1200 ft.



Graphical Scale

SCALE 1" = 1200'
 ISSUE DATE 4/27/2016
 DRAWN BY FDO
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COUNTY BELMONT
 TOWNSHIP PULTNEY, RICHLAND
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KURTH UNIT B
TARGET FORMATION:
POINT PLEASANT
XTO ENERGY INC.
 190 THORN HILL ROAD
 WARRENDALE, PA 15086

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

In re the Matter of the Application of :
XTO Energy Inc. for Unit Operation :
 : Application Date: February 17, 2016
 :
Kurth Unit B :

**AFFIDAVIT OF MATTHEW MIDKIFF
(CONTACTS — UNLEASED MINERAL OWNERS)**

I, Matthew Midkiff, being first duly cautioned and sworn, do hereby depose and state as follows:

1. My name is Matthew Midkiff and I am a Landman with XTO Energy Inc. (“Applicant”). My day-to-day responsibilities include overseeing and directing lease acquisition for Applicant in the State of Ohio.

2. As part of those responsibilities, I work with and supervise both XTO employees and contractors representing Applicant who contact landowners and obtain oil and gas leases on behalf of Applicant.

3. I have reports of contacts and attempts to contact that Applicant has made to lease unleased lands within the Kurth Unit B. Further, I have personal knowledge of contacts that have been made and attempted to be made on behalf of Applicant to lease unleased lands within the Kurth Unit B. Those efforts are detailed below.

4. Regarding the following tract, the following contacts were made or attempted:

Owner Name: Pultney Key Local School District
Points of Contact: Darren Jenkins, Superintendent
 William Marinelli, School Board Member
 Mike Wallace, School Board Member
Address: 340 34th Street, Bellaire, Ohio 43906
Telephone: (740) 676-1826
Unleased Tracts: Tax Parcel No. 26-60048.000

<u>Date</u>	<u>XTO Contact</u>	<u>Party Contacted</u>	<u>Method</u>	<u>Notes</u>
10/8/2015	James Jestrab, Broker	Darren Jenkins	Phone	Telephone discussion of property, XTO’s interest, preferred method of proceeding of owner, and offer to lease at

10/11/2015	James Jestrab, Broker	Darren Jenkins	Federal Express delivery	\$3200 per net mineral acre, 20%, 2 year primary term and 2 year option to renew. Formal offer to lease delivered to Lessor at his request. Offer to lease at \$3200 per net mineral acre, 20%, 2 year primary term and 2 year option to renew.
10/20/2015				
10/29/2015				
11/6/2015				Messages left either via voicemail, or directly with secretary requesting follow up discussion on lease offer.
11/16/2015	James Jestrab, Broker	Darren Jenkins	Phone messages	Informed on 12/7/2015 that Mr. Jenkins would be in office on 12/10/2015
12/2/2015				
12/4/2015				
12/7/2015				
12/14/2015				
12/16/2015				
12/10/2015	James Jestrab, Broker	Darren Jenkins	In person	Waited in Mr. Jenkins' office for 2 hours until his secretary informed me Mr. Jenkins would not be in.
12/17/2015	James Jestrab, Broker	Darren Jenkins	In person	Informed Mr. Jenkins would be in and could see me, waited in Mr. Jenkins' office for 2 hours until his secretary informed me Mr. Jenkins would not be in.
1/6/2016	James Jestrab, Broker	Darren Jenkins	In person	Hand delivered an updated offer to lease with same terms and provisions as prior offer, but with updated date given lapse of time.
1/8/2016				
1/12/2016	James Jestrab, Broker	Darren Jenkins	Phone messages	Messages left either via voicemail, or directly with secretary requesting follow up discussion on lease offer.
1/15/2016				
1/18/2016				
1/14/2016	James Jestrab, Broker	Darren Jenkins	In person	Informed Mr. Jenkins would be in and could see me, waited in Mr. Jenkins' office for 2 hours until his secretary informed me Mr. Jenkins would not be in.
1/21/2016	James Jestrab, Broker	Darren Jenkins	In person	Informed Mr. Jenkins would be in and could see me, waited in Mr. Jenkins' office for 1 hours until his secretary informed me Mr. Jenkins had a meeting and would not be able to see me.
1/27/2016	James Jestrab, Broker	Darren Jenkins	Certified Mail	Updated offer sent via certified mail with updated date, but same provisions and terms as prior offers due to lack of engagement or response from owner.
3/10/2016	James Jestrab, Broker	William Marinelli	Phone	Phone call made to and returned by William Marinelli. Stated the purpose of the call was to

3/16/2016
3/21/2016
3/28/2016
4/4/2016

James Jestrab,
Broker

William Marinelli

Phone
Messages

follow up on a lease offer which we had received no response on behalf of the ISD in months. He stated the next board meeting was 3/14 and would ask about it, and return call.

Message left requesting follow up for update.

4/8/2016

James Jestrab,
Broker

Mike Wallace

Phone

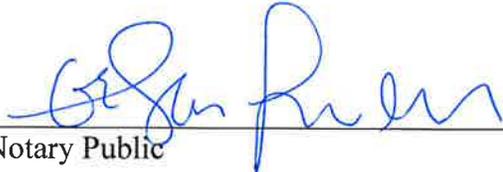
Telephone discussion requesting a copy of the lease, and that the lease would be discussed on 4/11.

Further Affiant sayeth naught.



Sworn to and subscribed before me this 25th day of April, 2016.

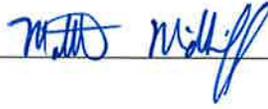




Notary Public

				Vendor and Vendee
11/6/2015	James Jestrab, Broker	Josh Staskey	Phone	Confirmed nature of ownership and its effect on leasing. Mr. Staskey unwilling to proceed until such time he is sole owner entitled to all revenue. Claims to have a new loan in place for January of 2016 at which time he will satisfy land contract and be sole owner.
1/8/2016	James Jestrab, Broker	Josh Staskey	Phone	Follow up on ownership status. Mr. Staskey claimed to have a new loan and cosigner set to close with a deed on 1/29/2016
2/2/2016	James Jestrab, Broker	Josh Staskey	Phone	Loan has not closed. Ownership has not changed, and no current solution to all interest owners signing a lease or ratification.
2/9/2016 2/15/2016	James Jestrab, Broker	Josh Staskey	Phone message	Message left for update on ownership. No response.
2/17/2016	James Jestrab, Broker	Josh Staskey	Home address	Discussion about status. Lawyer and bank underwriter still working on loan situation.
2/24/2016	James Jestrab, Broker	Josh Staskey	Phone message	Message left for update.
3/5/2016 3/18/2016	James Jestrab, Broker	Josh Staskey	Home address	No one answered door. Note left requesting contact.
3/15/2016	James Jestrab, Broker	Josh Staskey	Phone	Mr. Staskey returned calls and indicated the property should close by the end of the week.
3/22/2016	James Jestrab, Broker	Josh Staskey	Phone message	Message left for update.
3/24/2016	James Jestrab, Broker	Josh Staskey	Home address	No one answered door. Note left requesting contact.
3/28/2016	James Jestrab, Broker	Josh Staskey	Home address	Caught Mr. Staskey at home. Sated the surveyors completed some work on March 21 to split the parcel in 2 parcels to meet loan requirements, and Appraisal scheduled for March 30.
4/2/2016	James Jestrab, Broker	Josh Staskey	Home address	No one answered door. Note left requesting contact.
4/5/2016 4/11/2016 4/13/2016 4/23/2016	James Jestrab, Broker	Josh Staskey	Phone message	Message left for update.
4/18/2016	James Jestrab, Broker	Josh Staskey	Home address	Mr. Staskey updated that the county had more work on April 11. Title issues and loan requirements still holding up closing.

Further Affiant sayeth naught.



Sworn to and subscribed before me this 25th day of April, 2016.





Notary Public

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

In re the Matter of the Application of
XTO Energy Inc. for Unit Operation

:
:
:
:
:

Application Date: February 17, 2016

Kurth Unit B

**AFFIDAVIT OF MATTHEW MIDKIFF
(CONTACTS — UNLEASED MINERAL OWNERS)**

I, Matthew Midkiff, being first duly cautioned and sworn, do hereby depose and state as follows:

1. My name is Matthew Midkiff and I am a Landman with XTO Energy Inc. (“Applicant”). My day-to-day responsibilities include overseeing and directing lease acquisition for Applicant in the State of Ohio.

2. As part of those responsibilities, I work with and supervise both XTO employees and contractors representing Applicant who contact landowners and obtain oil and gas leases on behalf of Applicant.

3. I have reports of contacts and attempts to contact that Applicant has made to lease unleased lands within the Kurth Unit B. Further, I have personal knowledge of contacts that have been made and attempted to be made on behalf of Applicant to lease unleased lands within the Kurth Unit B. Those efforts are detailed below.

4. Regarding the following tract, the following contacts were made or attempted:

Owner Name: Beatrice K. Baker and James R. Baker, wife and husband
Points of Contact: Beatrice K. Baker and James R. Baker, wife and husband
Address: 62703 OK Rd., Belmont, Ohio 43718
Telephone: (740) 686-2020
Unleased Tracts: Tax Parcel No. 26-01903.000

<u>Date</u>	<u>XTO Contact</u>	<u>Party Contacted</u>	<u>Method</u>	<u>Notes</u>
4/26/2016	Travis Edmondson, Broker	Beatrice K. Baker and James R. Baker	Federal Express	Protection lease offer sent for overnight delivery to Lessor’s home address. \$1,000 up front consideration, with remaining balance of \$3,200/nma to be paid upon final resolution of

title cloud in the event Lessor prevails as owner. 20% royalty. 2+2 term.

Further Affiant sayeth naught.



Sworn to and subscribed before me this 26th day of April, 2016.





Notary Public

title cloud in the event Lessor
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2+2 term.

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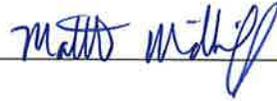




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**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
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In re the Matter of the Application of :
XTO Energy Inc. for Unit Operation :
 : Application Date: February 17, 2016
 :
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**AFFIDAVIT OF MATTHEW MIDKIFF
(CONTACTS — UNLEASED MINERAL OWNERS)**

I, Matthew Midkiff, being first duly cautioned and sworn, do hereby depose and state as follows:

1. My name is Matthew Midkiff and I am a Landman with XTO Energy Inc. (“Applicant”). My day-to-day responsibilities include overseeing and directing lease acquisition for Applicant in the State of Ohio.
2. As part of those responsibilities, I work with and supervise both XTO employees and contractors representing Applicant who contact landowners and obtain oil and gas leases on behalf of Applicant.
3. I have reports of contacts and attempts to contact that Applicant has made to lease unleased lands within the Kurth Unit B. Further, I have personal knowledge of contacts that have been made and attempted to be made on behalf of Applicant to lease unleased lands within the Kurth Unit B. Those efforts are detailed below.
4. Regarding the following tract, the following contacts were made or attempted:

Owner Name: Jamie L. Smathers and Toni Smathers, wife and husband
Points of Contact: Jamie L. Smathers and Toni Smathers, wife and husband
Address: 339 W. Church St.
Telephone: (740) 425-1319
Unleased Tracts: Tax Parcel No. 26-01903.000

<u>Date</u>	<u>XTO Contact</u>	<u>Party Contacted</u>	<u>Method</u>	<u>Notes</u>
4/26/2016	Travis Edmondson, Broker	Jamie L. Smathers and Toni Smathers	Federal Express	Protection lease offer sent for overnight delivery to Lessor’s home address. \$1,000 up front consideration, with remaining balance of \$3,200/nma to be paid upon final resolution of

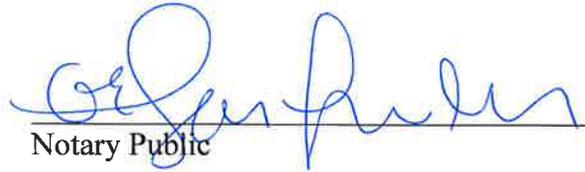
title cloud in the event Lessor prevails as owner. 20% royalty. 2+2 term.

Further Affiant sayeth naught.



Sworn to and subscribed before me this 26th day of April, 2016.





Notary Public