

**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 D :

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

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Attorney for Applicant,  
XTO Energy Inc.

Supplement Submitted: April 28, 2016

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

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Kurth Unit D

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 reduced the size of the unit slightly by removing tracts owned by the State of Ohio and creating a non-perf zone around these tracts and obtained additional leases covering tracts previously shown as unleased, specifically covering tracts 31, 107, 112, 118, and 135. The tracts have been renumbered without the State of Ohio tracts in order to avoid gaps in the numbering. XTO has updated Exhibits A-2 through A-4 to account for these new leases, identify potential mineral claimants to tracts 86, 94, 97, 98, and 127, 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 new unit size, the additional acreage controlled by XTO, the new economic information contained in the supplemental testimony of Steven Cervantes, 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, the unit is now

626.8766 acres, and XTO now controls 512.2479 acres, for a total of 81.7143%. This Exhibit also shows persons with potential DMA claims to tracts 86, 94, 97, 98, and 127, 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 Steven Cervantes submitted with the original Application, including Exhibit SC-1 to that testimony. The supplemental testimony accounts for the economic impact of the no-perf zone proposed around the State of Ohio Tracts that have been removed from the unit.
5. Supplemental Exhibit 5. 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 the Affidavit of attempts to lease the Baracks's interest. The supplemental Affidavit concerning the Baracks omits the tax parcels that are not included in the Kurth Unit D.

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 D 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”) (Supplemented on April 28, 2016)
Attachment 5	Prepared Direct Testimony of Matthew Midkiff (Landman”) (Supplemented on April 28, 2016)

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

Kurth Unit D

**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 D”) 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 D is located in Belmont County, Ohio, and consists of 138 separate tracts of land. See Exhibits A-1S and A-2S to the Unit Operating Agreement (as defined below), showing the plat and tract participations, respectively. The total land area in the Kurth Unit D is approximately 626.8766 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 512.2479 acres of the proposed unit, which represents 81.7143% 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 D, 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 D: (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;<sup>1</sup> (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

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<sup>1</sup> See Attachment 3.

unit operations exceeds its estimated additional costs<sup>2</sup>; and (iii) testimony from a landman, Matthew Midkiff, describing the project generally and the terms of the Unit Plan.<sup>3</sup>

## **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 D:

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

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<sup>2</sup> *See* [Attachment 4](#).

<sup>3</sup> *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.<sup>4</sup> 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.<sup>5</sup>

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<sup>4</sup> 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.

<sup>5</sup> 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 D. The Unit Plan contemplates the potential drilling of three horizontal wells with a total lateral length of approximately 9,349 feet, 6,781 feet, and 5,256 feet, respectively, including no-perf zones for the 7H and 9H wells.<sup>6</sup> XTO estimates that the ultimate recovery from these wells could be as much as 43.3 billion cubic feet ("BCF") of natural gas from the Unitized Formation.<sup>7</sup> Without unitization, the lateral length would have to be shortened to approximately 5,578 total combined feet, and therefore production would only total 11.2 BCF. Due to this difference in production, it is my opinion that unit operations are necessary in order to capture the additional 74% or 32.2 BCF of reserves.<sup>8</sup> 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 D 5H, 7H, and 9H by a total of 15,808 feet.<sup>9</sup> Extending the laterals will cost an additional \$7.1 million in drilling and completion capital expenses, and increase the total gas reserves for the Kurth Unit D by about 32.2 BCF. The value of the additional 32.2 BCF of natural gas well exceeds the additional \$7.1 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 D (using a 10% discount rate) will increase from negative \$12.4 million (absent unit operations), to positive \$2.4 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-IS

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<sup>6</sup> See Attachment 4.

<sup>7</sup> See Attachment 4.

<sup>8</sup> See Attachment 4.

<sup>9</sup> See Attachment 4.

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 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.<sup>10</sup>

### **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 D according to the Unit Plan attached hereto.

Respectfully submitted.

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<sup>10</sup> *See Attachment 5.*



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XTO Energy Inc.

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

The following shall constitute the Plan for Unit Operations applicable to the Kurth Unit D 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 D, 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 D, IN RICHLAND AND PULTNEY TOWNSHIPS, BELMONT COUNTY, OHIO.

**1. Description of lands subject to this Agreement:**

**626.8766** 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. 63<sup>rd</sup> 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

**CNX Gas Company, LLC**

One Energy Drive  
Jane Lew, West Virginia 26378  
ATTENTION: Derek Fitzwater  
Email: derekfitzwater@consolenergy.com  
Telephone: (304) 884-2036

**Hess Ohio Developments, LLC**

1501 McKinney  
Houston, TX 77010  
ATTENTION: Ivy Phillips  
Email: iphillips@hess.com  
Telephone: (713) 496-5404

**Gulfport Energy Corporation**

14313 N. May Avenue, Suite 100  
Oklahoma City, OK 73134  
ATTENTION: Lester 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

**Rice Drilling D, LLC**

400 Woodcliff Drive  
Canonsburg, PA 15317  
ATTENTION: Aileen A. Rice, Managing Director of Land Operations  
Email: aileen.rice@riceenergy.com  
Telephone: (724) 746-6720

**Fossil Creek Ohio, LLC**

1400 Brown Trail, Suite B  
Bedford, TX 76022  
ATTENTION: Chris Rowntree, Manager  
Email: N/A  
Telephone: N/A

**Estate of Ruth V. Klee**

10284 Alamo Road  
Lucerne Valley, CA 92356  
Email: N/A  
Telephone: (760) 810-7255

**Danny Wise, Jr.**

52439 Gordon State Highway 149  
St. Clairsville, OH 43950  
Email: N/A  
Telephone: (740) 699-2647

**Resource Minerals Headwater I, LP**

11412 Bee Cave Road Suite 301  
Austin, TX 78738  
Email: N/A  
Telephone: (512) 368-9429

**James E. Childers and Theresa L. Childers**

64404 Sand Hill Road  
Bellaire, OH 43906  
Email: N/A  
Telephone: (740) 676-3297

**Robert A. Moskey**

46561 National Road  
St. Clairsville, OH 43950  
Email: N/A  
Telephone: (740) 695-9525

**Roger A. Barack and Lana J. Barack, husband and wife**

64501 Harvey Hill Road  
St. Clairsville, OH 43950  
Email: gunite@bellaire.tv  
Telephone: (740) 312-2400

\*Party not subject to the terms of this Operating Agreement

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

<u>Operator</u>	<u>Working Interest %</u>
XTO Energy Inc. (Operator)	45.523713120%
<u>Non-Operator</u>	
*Phillips Exploration, LLC	32.680128753%
*Ascent Resources - Utica, LLC	3.510470003%
CNX Gas Company, LLC (Lana J. Barack and Roger Barack- Potential ODMA Claim)	0.111744480%
Hess Ohio Developments, LLC (Lana J. Barack and Roger Barack- Potential ODMA Claim)	0.111744480%
Gulfport Energy Corporation	0.365562377%
Gulfport Buckeye, LLC	3.071114794%
Rice Drilling D, LLC	11.772859284%
Fossil Creek Ohio, LLC	0.031804505%
Estate of Ruth V. Klee	0.634893694%
Danny Wise, Jr.	0.036051752%
Resource Minerals Headwater I, LP	1.652159293%
James E. Childers and Theresa L. Childers	0.336589370%
Robert A. Moskey	0.161164095%
<b><u>TOTAL</u></b>	<b><u>100.000000000%</u></b>

\*Party not subject to 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, 2, 6, 7, 8, 9, 40 and 108 as depicted on Exhibit "A-1")
2. Oil and Gas Lease dated July 11, 2006, between Gary A. Clark and Nancy J. Clark, husband and wife, and Gregory A. Clark and Daneen Clark, husband and wife, as Lessor, and Reserve Energy Exploration Company, as Lessee, recorded at Instrument Number 200600007589, Book 72, Page 552, Records of Belmont County, Ohio. (Tracts 3 and 106 as depicted on Exhibit "A-1")

3. 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 4 and 110 as depicted on Exhibit "A-1")
4. Oil and Gas Lease dated December 31, 2014, between Dale E. Klee, a divorced man not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500001805, Book 535, Page 609, Records of Belmont County, Ohio. (Tracts 5, 41 and 42 as depicted on Exhibit "A-1")
5. Oil and Gas Lease dated September 29, 2013, between Gary Henthorne and Lucinda Henthorne, husband and wife, and John Henthorne and Susan Henthorne, husband and wife, as Lessor, and Gulfport Energy Corporation, as Lessee, a Memorandum of which is recorded at Instrument Number 201400003408, Book 459, Page 94, Records of Belmont County, Ohio. (Tract 10 as depicted on Exhibit "A-1")
6. Oil and Gas Lease dated September 29, 2013, between Gary Henthorne and Lucinda Henthorne, husband and wife, as Lessor, and Gulfport Energy Corporation, as Lessee, a Memorandum of which is recorded at Instrument Number 201400005432, Book 469, Page 106, Records of Belmont County, Ohio. (Tract 11 as depicted on Exhibit "A-1")
7. Oil and Gas Lease dated September 16, 2015, between Eric M. Driscoll and Stacey D. Driscoll a/k/a Stacey D. Koher, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500015323, Book 589, Page 903, Records of Belmont County, Ohio. (Tract 12 as depicted on Exhibit "A-1")
8. Quitclaim Deed effective July 31, 2011, between Consolidation Coal Company, as Grantor, and CNX Gas Company LLC, as Grantee, recorded at Instrument Number 201100007400, Book 286, Page 149, Records of Belmont County, Ohio. (Tracts 13 and 23 as depicted on Exhibit "A-1")
9. Mineral Interest Deed effective August 1, 2011, between CNX Gas Company LLC, as Grantor, and Hess Ohio Developments, LLC, as Grantee, recorded at Instrument Number 201200001906, Book 309, Page 690, Records of Belmont County, Ohio. (Tracts 13 and 23 as depicted on Exhibit "A-1")
10. Quitclaim Deed effective October 24, 2000, between Roger A. Barack aka Roger Barack and Lana J. Barack, husband and wife, as Grantor, and Lana J. Barack, as Grantee, recorded at Instrument Number 200000009721, Book 762, Page 159, Records of Belmont County, Ohio. (Tracts 13 and 23 as depicted on Exhibit "A-1")
11. Oil and Gas Lease dated November 10, 2012, between Charles R. Neff and Paula M. Neff, husband and wife, as Lessor, and Rice Drilling D LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201200013766, Book 362, Page 52, Records of Belmont County, Ohio. (Tracts 14, 15, 16, 17, 18, 19, 20, 21, 22, 56 and 57 as depicted on Exhibit "A-1")
12. Oil and Gas Lease dated October 23, 2015, between Charles R. Neff and Paula M. Neff, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500014617, Book 587, Page 165, Records of Belmont County, Ohio. (Tract 24 as depicted on Exhibit "A-1")
13. Oil and Gas Lease dated June 8, 2015, between Lyle Ross Tipton and Alma Jean Tipton, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500008044, Book 556, Page 817, Records of Belmont County, Ohio. (Tract 25 as depicted on Exhibit "A-1")
14. Oil and Gas Lease dated October 14, 2014, between Randy K. Sadlowski and Carol M. Sadlowski, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201400017317, Book 521, Page 265, Records of Belmont County, Ohio. (Tracts 29, 49 and 50 as depicted on Exhibit "A-1")

15. Oil and Lease dated January 25, 2016, between Kenneth E. Ware, a divorced man not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201600002881, Book 608, Page 711, Records of Belmont County, Ohio. (Tract 31 as depicted on Exhibit "A-1")
16. Oil and Gas Lease dated October 17, 2014, between Daniel L. Williams and Edith E. Williams, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 201400015709, Book 513, Page 950, Records of Belmont County, Ohio. (Tracts 33 and 34 as depicted on Exhibit "A-1")
17. Oil and Gas Lease dated March 3, 2015, between Charles R. Neff and Paula M. Neff, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500003617, Book 540, Page 761, Records of Belmont County, Ohio. (Tracts 35, 48 and 109 as depicted on Exhibit "A-1")
18. 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 36 as depicted on Exhibit "A-1")
19. Oil and Gas Lease dated July 24, 2014, between Edwin Hall aka Edwin Lee Hall and Tina A. Hall, husband and wife, as Lessor, and Rice Drilling D, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400012915, Book 501, Page 164, Records of Belmont County, Ohio. (Tracts 37 and 38 as depicted on Exhibit "A-1")
20. Oil and Gas Lease dated January 25, 2016, between Franklin D. Gillespie and Beatrice L. Gillespie, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201600001608, Book 601, Page 706, Records of Belmont County, Ohio. (Tract 39 as depicted on Exhibit "A-1")
21. Oil and Gas Lease dated September 28, 2011, between George Holler III and wife, Michelle Holler, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201100009258, Book 293, Page 854, Records of Belmont County, Ohio. (Tracts 43 and 45 as depicted on Exhibit "A-1")
22. Oil and Gas Lease dated September 28, 2011, between Sharon Heinlein, a widow, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201100009300, Book 293, Page 938, Records of Belmont County, Ohio. (Tracts 43 and 45 as depicted on Exhibit "A-1")
23. Oil and Gas Lease dated September 28, 2011, between Bruce Holler and wife, Sandra Holler, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201100009320, Book 294, Page 38, Records of Belmont County, Ohio. (Tracts 43 and 45 as depicted on Exhibit "A-1")
24. Oil and Gas Lease dated September 28, 2011, between William Cappelletti and wife, Kelly Cappelletti, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201100009807, Book 295, Page 447, Records of Belmont County, Ohio. (Tracts 43 and 45 as depicted on Exhibit "A-1")
25. Oil and Gas Lease dated October 3, 2011, between Michele Smith and husband, Vance Smith, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201200000338, Book 303, Page 899, Records of Belmont County, Ohio. (Tracts 43 and 45 as depicted on Exhibit "A-1")
26. Certificate of Transfer dated July 17, 1979, between the Estate of Karl Klee aka Carl Klee and Karl A. Klee, Deceased, as Devisor, and Ruth Klee, as Devisee, recorded at Book 586, Page 761, Records of Belmont County, Ohio. (Tract 44 as depicted on Exhibit "A-1")
27. Oil and Gas Lease dated September 27, 2011, between John J. Malik, Jr. and John J. Malik, Jr. as Power of Attorney for Adrienne Malik, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201200000578, Book 304, Page 619, Records of Belmont County, Ohio. (Tracts 32, 46, 63, and 67 as depicted on Exhibit "A-1")

28. Oil and Gas Lease dated August 16, 2013, between Lester L. Troyer and Edna L. Troyer, husband and wife, as Lessor, and Great River Energy, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400001067, Book 448, Page 435, Records of Belmont County, Ohio. (Tracts 47 and 114 as depicted on Exhibit "A-1")
29. Oil and Gas Lease dated June 3, 2015, between Mary Louise Helms, a widow by death not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500007336, Book 554, Page 342, Records of Belmont County, Ohio. (Tract 51 as depicted on Exhibit "A-1")
30. Oil and Gas Lease dated December 12, 2014, between Donna R. Gottardi, a divorced woman not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500001217, Book 533, Page 374, Records of Belmont County, Ohio. (Tract 52 as depicted on Exhibit "A-1")
31. Oil and Gas Lease dated September 16, 2015, between Tommie Renee Cottello, a single woman, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500012265, Book 575, Page 194, Records of Belmont County, Ohio. (Tract 52 as depicted on Exhibit "A-1")
32. Oil and Gas Lease dated September 16, 2015, between Robert Ticarich and Letha A. Ticarich, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500012480, Book 576, Page 152, Records of Belmont County, Ohio. (Tract 53 as depicted on Exhibit "A-1")
33. Oil and Gas Lease dated February 18, 2016, between Barbara Balwanz, a widow by death not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201600002082, Book 604, Page 173, Records of Belmont County, Ohio. (Tracts 54 and 55 as depicted on Exhibit "A-1")
34. Oil and Gas Lease dated October 17, 2014, between Penny Lee Williams, a widow by death not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201400016460, Book 517, Page 148, Records of Belmont County, Ohio. (Tract 58 as depicted on Exhibit "A-1")
35. General Warranty Deed dated April 25, 2007, between Danny Wise, Sr. and Betty Wise, husband and wife, as Grantor, and Danny Wise, Jr., as Grantee, recorded at Instrument Number 200700003216, Book 104, Page 645, Records of Belmont County, Ohio. (Tract 59 as depicted on Exhibit "A-1")
36. Oil and Gas Lease dated February 19, 2014, between Thomas W. Burch and Ethel Darlene Burch, husband and wife, as Lessor, and Gulfport Energy Corporation, as Lessee, a Memorandum of which is recorded at Instrument Number 201400004101, Book 463, Page 468, Records of Belmont County, Ohio. (Tract 60 as depicted on Exhibit "A-1")
37. Oil and Gas Lease dated November 8, 2012, between Edward N. Cirolì, Jr., and Suzanne Cirolì, husband and wife, as Lessor, and Rice Drilling D LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201200013658, Book 361, Page 649, Records of Belmont County, Ohio. (Tract 61 as depicted on Exhibit "A-1")
38. Oil and Gas Lease dated November 7, 2012, between Bruce G. Blank and Diane Blank, husband and wife, as Lessor, and Rice Drilling D LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201200013545, Book 361, Page 169, Records of Belmont County, Ohio. (Tract 62 as depicted on Exhibit "A-1")
39. 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. (Tract 64 as depicted on Exhibit "A-1")
40. 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. (Tracts 65 and 113 as depicted on Exhibit "A-1")

41. Oil and Gas Lease dated May 31, 2011, between Charles A. McGuire and Lucinda R. McGuire, his wife, as Lessor, and Marquette Exploration, LLC, as Lessee, recorded at Instrument Number 201100004718, Book 275, Page 79, Records of Belmont County, Ohio. (Tract 66 as depicted on Exhibit "A-1")
42. Oil and Gas Lease dated November 7, 2013, between John R. Trigg and Nancy C. Trigg, husband and wife, as Lessor, and Great River Energy, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400001104, Book 448, Page 558, Records of Belmont County, Ohio. (Tracts 68, 72 and 117 as depicted on Exhibit "A-1")
43. Oil and Gas Lease dated July 16, 2013, between Geoffery A. Violet, a single man, as Lessor, and Rice Drilling D LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300010880, Book 409, Page 621, Records of Belmont County, Ohio. (Tract 69 as depicted on Exhibit "A-1")
44. Oil and Gas Lease dated September 21, 2015, between Dwane E. Trigg, a divorced man not having since remarried, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500012258, Book 575, Page 180, Records of Belmont County, Ohio. (Tracts 70 and 120 as depicted on Exhibit "A-1")
45. Oil and Gas Lease dated June 10, 2014, between Paul R. Hartlieb and Tiffany L. Hartlieb, husband and wife, as Lessor, and Gulfport Energy Corporation, as Lessee, a Memorandum of which is recorded at Instrument Number 201400009896, Book 488, Page 537, Records of Belmont County, Ohio. (Tracts 71, 121 and 122 as depicted on Exhibit "A-1")
46. Oil and Gas Lease dated December 13, 2011, between Charles R. and Mary K. Weekley, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201200000442, Book 304, Page 348, Records of Belmont County, Ohio. (Tract 73 as depicted on Exhibit "A-1")
47. Oil and Gas Lease dated August 10, 2013, between Calvin M. Palian and Lynsey N. Palian, husband and wife, as Lessor, and Rice Drilling D LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300012504, Book 416, Page 251, Records of Belmont County, Ohio. (Tract 74 as depicted on Exhibit "A-1")
48. Oil and Gas Lease dated November 21, 2012, between William F. Edge and Barbara A. Edge, husband and wife, and David W. Edge and Theresa T. Edge, husband and wife, as Lessor, and Rice Drilling D LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201300009748, Book 404, Page 343, Records of Belmont County, Ohio. (Tract 75 as depicted on Exhibit "A-1")
49. Oil and Gas Lease dated February 12, 2016, between David W. Edge and Theresa T. Edge, husband and wife, together with joint and survivorship rights with William F. Edge and Barbara A. Edge, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201600003174, Book 609, Page 996, Records of Belmont County, Ohio. (Tract 76 as depicted on Exhibit "A-1")
50. Oil and Gas Lease dated February 12, 2016, between William F. Edge and Barbara Ann Edge, husband and wife, together with joint and survivorship rights with David W. Edge and Theresa T. Edge, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201600003175, Book 609, Page 998, Records of Belmont County, Ohio. (Tract 76 as depicted on Exhibit "A-1")
51. Oil and Gas Lease dated December 20, 2006, between William A. Reager and Kristy L. Reager, his wife, as Lessor, and Mason Dixon Energy, Inc., as Lessee, recorded at Instrument Number 200700001426, Book 97, Page 99, Records of Belmont County, Ohio. (Tracts 77, 78 and 79 as depicted on Exhibit "A-1")
52. Limited Warranty Deed - Mineral Rights dated January 27, 2016, between Rory Investments, LLC, as Grantor, and Resource Minerals Headwater I, LP, as Grantee, recorded at Instrument Number 201600000862, Book 597, Page 671, Records of Belmont County, Ohio. (Tract 80 as depicted on Exhibit "A-1")

53. Oil and Gas Lease dated September 7, 2013, between William J. Marinelli and Pamela J. Marinelli, husband and wife, as Lessor, and Gulfport Energy Corporation, as Lessee, a Memorandum of which is recorded at Instrument Number 201400001898, Book 451, Page 569, Records of Belmont County, Ohio. (Tract 81 as depicted on Exhibit "A-1")
54. Oil and Gas Lease dated April 25, 2014, between Gary E. Matusik and Jennifer I. Matusik, husband and wife, as Lessor, and Rice Drilling D LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400009076, Book 484, Page 799, Records of Belmont County, Ohio. (Tract 82 as depicted on Exhibit "A-1")
55. Estate by the Entireties with Survivorship Deed dated April 22, 1983, between Nelson Ball, a single person, as Grantor, and James E. Childers and Theresa L. Childers, husband and wife, for their joint lives, remainder to the survivor of them, as Grantee, recorded at Book 612, Page 354, Records of Belmont County, Ohio. (Tract 83 as depicted on Exhibit "A-1")
56. Oil and Gas Lease dated September 29, 2011, between Gary Homer and wife, Suzan Homer, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201200000603, Book 304, Page 669, Records of Belmont County, Ohio. (Tracts 84, 85 and 125 as depicted on Exhibit "A-1")
57. 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 201200000554, Book 304, Page 572, Records of Belmont County, Ohio. (Tracts 86, 97, 98 and 127 as depicted on Exhibit "A-1")
58. Oil and Gas Lease dated October 6, 2014, between Robert Alan Krupinski and Holly Ann Krupinski, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at Instrument Number 201500001166, Book 533, Page 175, Records of Belmont County, Ohio. (Tracts 87 and 126 as depicted on Exhibit "A-1")
59. Oil and Gas Lease dated January 23, 2014, between Russell J. Peters and Paula J. Peters, husband and wife, as Lessor, and Rice Drilling D LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400002219, Book 453, Page 773, Records of Belmont County, Ohio. (Tracts 88 and 89 as depicted on Exhibit "A-1")
60. Oil and Gas Lease dated April 21, 2015, between David Marchese and Cynthia E. Marchese, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500006081, Book 549, Page 136, Records of Belmont County, Ohio. (Tract 90 as depicted on Exhibit "A-1")
61. Quit-Claim Deed dated September 19, 2007, between Janet R. Howell, married, as Grantor, and Robert A. Moskey, as Grantee, recorded at Instrument Number 200700007669, Book 123, Page 826, Records of Belmont County, Ohio. (Tract 91 as depicted on Exhibit "A-1")
62. Oil and Gas Lease dated October 15, 2014, between Patrick D. Ney and Judith A. Ney, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500000252, Book 529, Page 244, Records of Belmont County, Ohio. (Tract 92 as depicted on Exhibit "A-1")
63. Oil and Gas Lease dated October 21, 2014, between Bobby Russell and Teresa Russell, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500000982, Book 532, Page 313, Records of Belmont County, Ohio. (Tracts 93 and 128 as depicted on Exhibit "A-1")
64. Oil and Gas Lease dated November 25, 2014, between Glen A. Imhoff and Helen J. Imhoff, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500000983, Book 532, Page 315, Records of Belmont County, Ohio. (Tracts 94 and 95 as depicted on Exhibit "A-1")
65. Oil and Gas Lease dated January 20, 2014, between James Edward Francis and Laura Jean Francis, husband and wife, as Lessor, and Fossil Creek Ohio, LLC, as Lessee, a Memorandum of which is recorded at Instrument Number 201400005063, Book 467, Page 569, Records of Belmont County, Ohio. (Tract 96 as depicted on Exhibit "A-1")

66. Oil and Gas Lease dated October 27, 2015, between Wesley R. Wood, a single man, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500014618, Book 587, Page 167, Records of Belmont County, Ohio. (Tract 96 as depicted on Exhibit "A-1")
67. 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. (Tracts 99 and 134 as depicted on Exhibit "A-1")
68. 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. (Tracts 100 and 101 as depicted on Exhibit "A-1")
69. Oil and Gas Lease dated September 29, 2011, between Tilena Craig, a single woman, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201100009630, Book 295, Page 46, Records of Belmont County, Ohio. (Tract 102 as depicted on Exhibit "A-1")
70. Oil and Gas Lease dated September 29, 2011, between Darlene and Benjamin Littleton, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201100009631, Book 295, Page 48, Records of Belmont County, Ohio. (Tract 102 as depicted on Exhibit "A-1")
71. Oil and Gas Lease dated September 29, 2011, between Timothy Krebs and Christine Thompson-Krebs, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201200000367, Book 304, Page 35, Records of Belmont County, Ohio. (Tract 102 as depicted on Exhibit "A-1")
72. Oil and Gas Lease dated June 8, 2015, between Thomas M. Williams and Helen R. Williams, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500012264, Book 575, Page 192, Records of Belmont County, Ohio. (Tract 103 as depicted on Exhibit "A-1")
73. Oil and Gas Lease dated September 15, 2015, between Mary Ann Cerminara, Successor Trustee of the Marie VanDyne Testamentary Trust created by Item V of the Will of Marie VanDyne, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201500011816, Book 573, Page 102, Records of Belmont County, Ohio. (Tracts 104 and 105 as depicted on Exhibit "A-1")
74. 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 107 and 112 as depicted on Exhibit "A-1")
75. 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 111 as depicted on Exhibit "A-1")
76. 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 115 as depicted on Exhibit "A-1")
77. 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 116 as depicted on Exhibit "A-1")
78. 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. (Tract 118 as depicted on Exhibit "A-1")

79. Oil and Gas Lease dated July 16, 2013, between Geoffery 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 119 as depicted on Exhibit "A-1")
80. Oil and Gas Lease dated November 5, 2012, between Steven M. and Tracy L. Badia, husband and wife, and B. Richard 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 201300000390, Book 365, Page 746, Records of Belmont County, Ohio. (Tracts 123 and 124 as depicted on Exhibit "A-1")
81. Oil and Gas Lease dated October 14, 2014, between Rodney L. Driscoll and Brenda Kay Driscoll, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is recorded at Instrument Number 201400016461, Book 517, Page 150, Records of Belmont County, Ohio. (Tract 129 as depicted on Exhibit "A-1")
82. 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 130 and 131 as depicted on Exhibit "A-1")
83. 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 132 as depicted on Exhibit "A-1")
84. 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 133 as depicted on Exhibit "A-1")
85. Oil and Gas Lease dated March 24, 2016, between Curtis Randall Wallner, a single person, and Roberta K. Heil, a single person, a joint life estate remainder to the survivor of them, as Lessor, and XTO Energy Inc., as Lessee, a Memorandum of which is **PENDING RECORDING**, Records of Belmont County, Ohio. (Tract 135 as depicted on Exhibit "A-1")
86. 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 136 as depicted on Exhibit "A-1")
87. 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 137 as depicted on Exhibit "A-1")
88. 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 138 as depicted on Exhibit "A-1")
89. 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 26 and 27 as depicted on Exhibit "A-1")
90. 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 28 as depicted on Exhibit "A-1")
91. Oil and Gas Lease dated February 25, 2014, between Charles Weekley and Jolynn Weekley, husband and wife, as Lessor, and XTO Energy Inc., as Lessee, recorded at

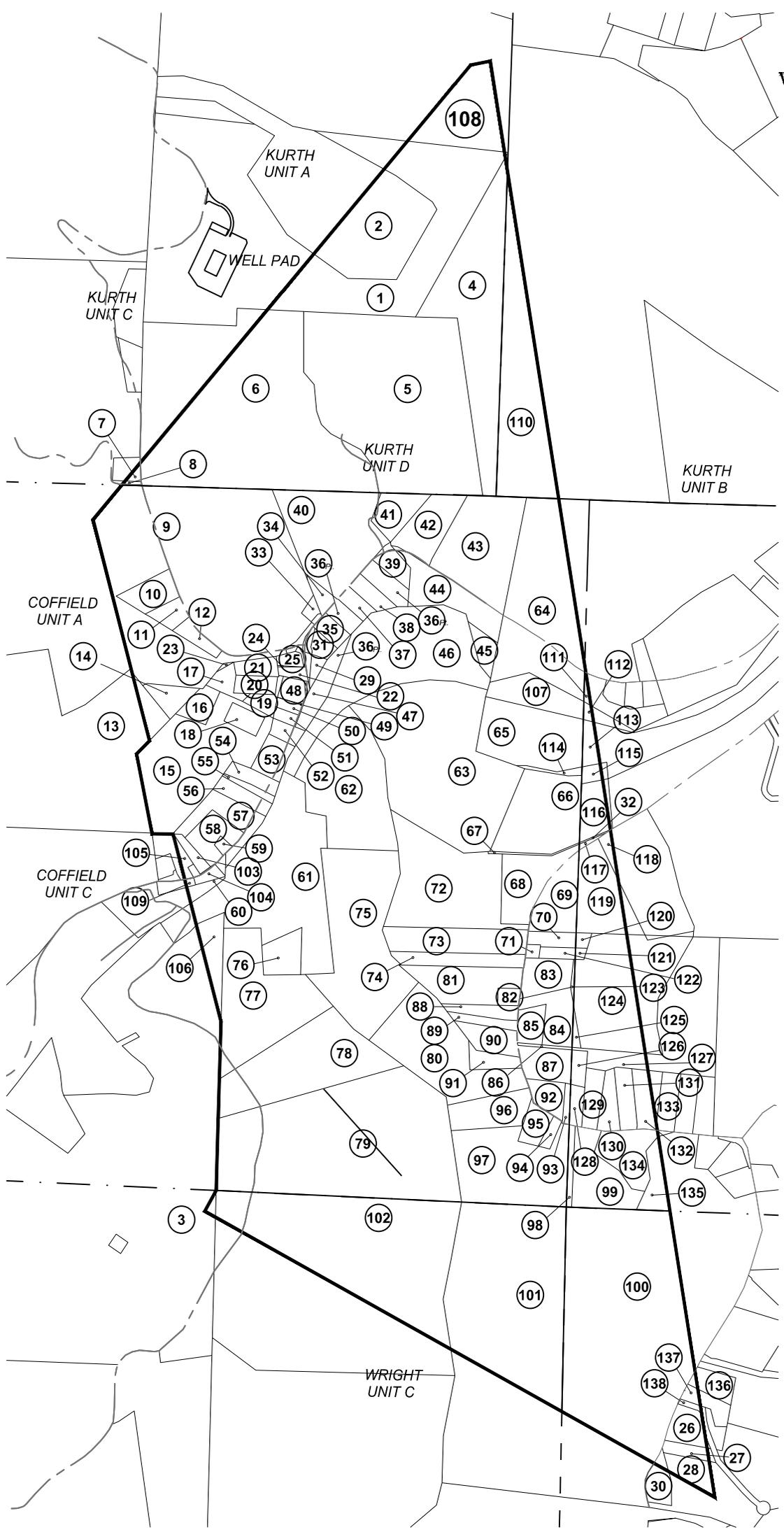
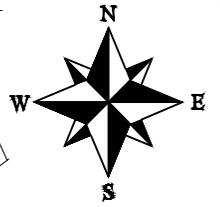
Instrument Number 201400004328, Book 464, Page 321, Records of Belmont County, Ohio. (Tract 30 as depicted on Exhibit "A-1")

**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.**

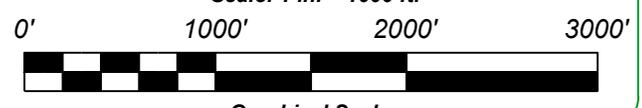
**6. Surface and Production Burdens:**

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.



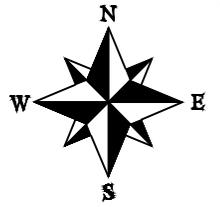
Graphical Scale

SCALE 1" = 1000'  
 ISSUE DATE 4/25/2016  
 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, 23 & 24

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



PARCELS WITHIN KURTH UNIT D		
TRACT #	PARCEL #	ACREAGE (LEASE)
1	32-01476.000	22.301
2	32-01476.001	10.436
3	30-00342.000	0.4130
4	32-01762.000	15.866
5	30-00374.000	31.52
6	30-00423.000	29.135
7	32-01076.000	0.208
8	32-01479.000	0.083
9	30-00377.000	41.5164
10	30-00134.002	1.847
11	30-00134.003	0.970
12	30-00134.001	0.8512
13	30-00401.000	1.3393
14	30-00134.000	1.5123
15	30-00525.000	11.728
16	30-00525.001	1.0009
17	30-00526.000	0.8066
18	30-00055.000	1
19	30-00525.002	0.8275
20	30-00250.000	0.9816
21	30-00127.000	0.92
22	30-00178.000	0.406
23	30-00401.000	0.0617
24	30-00197.002	0.0223
25	30-00197.000	0.3857
26	26-01548.007	1.564
27	26-01547.000	0.724
28	26-01547.003	1.492
29	30-00249.000	0.488
30	26-01547.002	0.182
31	30-00289.000	0.5852
32	26-00769.000	0.0900
33	30-00377.001	0.3034
34	30-00310.000	0.5759
35	30-00501.000	0.7895
36	30-00500.000	3.2127
37	30-00499.000	0.7458
38	30-00500.001	0.9415
39	30-00500.002	0.7853
40	30-00423.000	8.72
41	30-00374.000	2.08
42	30-00375.000	3.57
43	30-00395.000	9.10625
44	30-00161.000	3.980
45	30-00396.000	0.89375
46	30-00379.000	14.5
47	30-00165.000	0.452
48	30-00053.000	0.718
49	30-00053.001	0.014
50	30-00248.000	0.354
51	30-00131.000	0.37
52	30-00486.000	0.6976
53	30-00487.000	1.4729
54	30-00152.001	1
55	30-00152.000	0.43
56	30-00207.000	1.14
57	30-00113.000	2.84
58	30-00312.000	1.911
59	30-00077.000	0.226
60	30-00087.000	0.5894
61	30-00339.000	17.9831
62	30-00437.000	10.87
63	30-00378.000	23.250
64	30-00424.000	15.340
65	30-00513.000	7.550
66	30-00286.000	7.500
67	30-00380.000	0.270
68	30-00290.000	4.044
69	30-00024.000	3.314
70	30-00025.000	1.077
71	30-00185.000	0.228

72	30-00512.000	12.3037
73	30-00305.000	4.45
74	30-00180.000	2.22
75	30-00428.000	15.56
76	30-00058.000	1.88
77	30-00361.002	11.46
78	30-00361.001	12.01
79	30-00361.000	32
80	30-00389.000	10.357
81	30-00120.000	4.38
82	30-00234.000	0.48
83	30-00026.000	2.110
84	30-00174.000	2.413
85	30-00140.000	1.213
86	30-00319.000	0.087
87	30-00145.000	2.309
88	30-00141.001	1.084
89	30-00141.000	0.754
90	30-00173.000	1.762
91	30-00059.000	1.0103
92	30-00200.000	1.484
93	30-00219.000	0.3401
94	30-00144.000	0.4392
95	30-00143.000	1.1837
96	30-00434.000	3.19
97	30-00435.000	10.0331
98	26-01904.000	0.906
99	26-01189.000	4.410
100	26-01548.000	34.500
101	30-00383.000	25.354
102	30-00411.000	30.626
103	30-00313.000	0.494
104	30-00282.000	0.47
105	30-00298.000	0.4107
106	30-00490.000	2.347
107	p/o 32-03976.000	3.107
108	30-00376.000	7.972
109	30-00283.000	0.243
110	26-01902.000	13.015
111	26-01873.000	0.168
112	p/o 26-03895.000	0.113
113	26-03198.000	0.805
114	30-00285.000	0.300
115	26-01306.000	0.2
116	26-01083.000	1.906
117	26-01325.000	0.087
118	26-00413.000	0.441
119	26-00048.000	4.541
120	26-00049.000	0.095
121	26-00049.001	0.185
122	30-00025.001	0.483
123	30-00174.001	0.178
124	26-01703.002	8.564
125	26-01703.000	0.211
126	26-00623.000	0.510
127	26-01903.000	1.413
128	26-00989.000	0.6609
129	26-01165.000	1.202
130	26-01197.000	1.2749
131	26-01202.000	1.3802
132	26-00386.000	1.357
133	26-00385.000	0.006
134	26-01190.000	3.065
135	26-01543.000	1.633
136	26-01548.004	0.106
137	26-01548.006	0.324
138	26-01547.004	0.191
		626.8766

SCALE N/A  
 ISSUE DATE 4/25/2016  
 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, 23 & 24

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







EXHIBIT A-35  
Uncommitted Working Interest Owner

Attached to that certain Operating Agreement dated February 17, 2016 covering the Kurth Unit D, Pultney and Richland Township, 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	Rice Working Interest	Rice Unit Participation	Gulfport Buckeye Working Interest	Gulfport Buckeye Unit Participation	Gulfport Working Interest	Gulfport Unit Participation	Fossil Creek Working Interest	Fossil Creek Unit Participation	Mineral Owner Address	City	State	Zip Code
14	30-00134.000	Charles R. Neff and Paula M. Neff	Yes	1.512300	1.0000	1.512300	0.002412	0.241243651%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.241243651%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64692 Campbell Johnson Road	St. Clairsville	OH	43950
15	30-00525.000	Charles R. Neff and Paula M. Neff	Yes	11.728000	1.0000	11.728000	0.018709	1.870862623%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	1.870862623%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64692 Campbell Johnson Road	St. Clairsville	OH	43950
16	30-00525.001	Charles R. Neff and Paula M. Neff	Yes	1.009000	1.0000	1.009000	0.001597	0.159864597%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.159864597%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64692 Campbell Johnson Road	St. Clairsville	OH	43950
17	30-00526.000	Charles R. Neff and Paula M. Neff	Yes	0.806600	1.0000	0.806600	0.001287	0.12869662%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.12869662%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64692 Campbell Johnson Road	St. Clairsville	OH	43950
18	30-00555.000	Charles R. Neff and Paula M. Neff	Yes	1.000000	1.0000	1.000000	0.001595	0.159521029%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.159521029%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64692 Campbell Johnson Road	St. Clairsville	OH	43950
19	30-00525.002	Charles R. Neff and Paula M. Neff	Yes	0.827500	1.0000	0.827500	0.001320	0.13203951%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.13203951%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64692 Campbell Johnson Road	St. Clairsville	OH	43950
20	30-00250.000	Charles R. Neff and Paula M. Neff	Yes	0.981600	1.0000	0.981600	0.001566	0.156585842%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.156585842%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64692 Campbell Johnson Road	St. Clairsville	OH	43950
21	30-00127.000	Charles R. Neff and Paula M. Neff	Yes	0.920000	1.0000	0.920000	0.001468	0.146759346%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.146759346%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64692 Campbell Johnson Road	St. Clairsville	OH	43950
22	30-00178.000	Charles R. Neff and Paula M. Neff	Yes	0.406000	1.0000	0.406000	0.000648	0.064765538%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.064765538%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64720 Campbell Johnson Road	St. Clairsville	OH	43950
37	30-00499.000	Edwin Lee Hall and Tina M. Hall	Yes	0.745800	1.0000	0.745800	0.001190	0.118970783%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.118970783%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 393	Neffs	OH	43940
38	30-00500.001	Edwin Lee Hall and Tina M. Hall	Yes	0.941500	1.0000	0.941500	0.001502	0.150189048%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.150189048%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 393	Neffs	OH	43940
56	30-02027.000	Charles R. Neff and Paula M. Neff	Yes	1.140000	1.0000	1.140000	0.001819	0.181853973%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.181853973%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64692 Campbell Johnson Road	St. Clairsville	OH	43950
57	30-01113.000	Charles R. Neff and Paula M. Neff	Yes	2.840000	1.0000	2.840000	0.004530	0.453039721%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.453039721%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64692 Campbell Johnson Road	St. Clairsville	OH	43950
61	30-00339.000	Edward N. Cirol, Jr. and Suzanne Cirol	Yes	17.983100	1.0000	17.983100	0.028687	2.868682608%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	2.868682608%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	1477 King Road	Hinckley	OH	44233
62	30-00437.000	Bruce G. Blank and Diane P. Blank	Yes	10.870000	1.0000	10.870000	0.017340	1.733993580%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	1.733993580%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	P.O. Box 267	Stewartsville	OH	43950
69	30-00024.000	Geoffrey A. Violet	Yes	3.314000	1.0000	3.314000	0.005287	0.528652689%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.528652689%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64489 Sand Hill Road	Bel Aire	OH	43908
71	30-00185.000	Paul R. Hantleb and Tiffany L. Hantleb	Yes	0.228000	1.0000	0.228000	0.000364	0.036370795%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.036370795%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64426 Sand Hill Road	Bel Aire	OH	43908
74	30-00180.000	Calvin M. Palian and Lynsey N. Palian	Yes	2.220000	1.0000	2.220000	0.003541	0.354136938%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.354136938%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64418 Sand Hill Road	Bel Aire	OH	43908
75	30-00428.000	William F. Edge and Barbara A. Edge	Yes	15.260000	0.5000	7.780000	0.012411	1.241073602%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	1.241073602%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	1118 Virginia Street	Marina Ferry	OH	43935
76	30-00428.000	David W. Edge and Theresa T. Edge	Yes	15.260000	0.5000	7.780000	0.012411	1.241073602%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	1.241073602%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	27 Pina Lane	Wheating	WV	26003
82	30-00234.000	Gary E. Matusk and Jennifer I. Matusk	Yes	0.480000	1.0000	0.480000	0.000766	0.076570094%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.076570094%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64400 Sand Hill Road	Bel Aire	OH	43908
88	30-00141.001	Russell J. Peters and Paula J. Peters	Yes	1.084000	1.0000	1.084000	0.001729	0.172920795%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.172920795%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	54380 Sand Hill Road	Bel Aire	OH	43908
89	30-00141.001	Russell J. Peters and Paula J. Peters	Yes	0.754000	1.0000	0.754000	0.001203	0.120278856%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.120278856%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	54380 Sand Hill Road	Bel Aire	OH	43908
96	30-00434.000	James Edward Francis and Laura Jean Francis	Yes	3.190000	0.5000	1.595000	0.002544	0.254346041%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.254346041%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	283 Clearview Heights Drive	Moundsville	WV	26041
119	26-00048.000	Geoffrey A. Violet	Yes	4.541000	1.0000	4.541000	0.007244	0.724384991%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.724384991%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64459 Sand Hill Road	Bel Aire	OH	43908
121	26-00049.001	Paul R. Hantleb and Tiffany L. Hantleb	Yes	0.185000	1.0000	0.185000	0.000295	0.029511390%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.029511390%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64435 Sand Hill Road	Bel Aire	OH	43908
122	30-00025.001	Paul R. Hantleb and Tiffany L. Hantleb	Yes	0.483000	1.0000	0.483000	0.000770	0.077048657%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.077048657%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64435 Sand Hill Road	Bel Aire	OH	43908
123	30-00174.001	Steven M. Badia and Tracy L. Badia	Yes	0.178000	0.5000	0.089000	0.000142	0.014197372%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.014197372%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	53500 Spencer Lane	Bel Aire	OH	43906
123	30-00174.001	B. Richard McCabe and Linda M. McCabe	Yes	0.178000	0.5000	0.089000	0.000142	0.014197372%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	100.000000000%	0.014197372%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	53489 Spencer Lane	Bel Aire	OH	43906
124	26-01703.002	Steven M. Badia and Tracy L. Badia	Yes	8.564000	0.5000	4.282000	0.006831																			

EXHIBIT A-4S

Unleased Owners

Attached to that certain Operating Agreement dated February 17, 2016 covering the Kurth Unit D, Pultney and Richland Township, 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	Rice Working Interest	Rice Unit Participation	Gulfport Buckeye Working Interest	Gulfport Buckeye Unit Participation	Gulfport Working Interest	Gulfport Unit Participation	Fossil Creek Working Interest	Fossil Creek Unit Participation	Mineral Owner Address	City	State	Zip Code
13	30-00401.000	Lana J. Barack and Roger A. Barack*	No	1.339300	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%	0.000000000%	0.000000000%	0.000000000%	64501 Harvey Hill Road	St. Clairsville	OH	43950	
13	30-00401.000	Hess Ohio Developments, LLC	No	1.339300	0.5000	0.669650	0.001068	0.106823257%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	1601 McKinney Street	Houston	TX	77010	
13	30-00401.000	CNX Gas Company, LLC	No	1.339300	0.5000	0.669650	0.001068	0.106823257%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	1000 CONSOL Energy Drive	Canonsburg	PA	15317	
23	30-00401.000	Lana J. Barack and Roger A. Barack*	No	0.061700	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%	0.000000000%	0.000000000%	0.000000000%	64501 Harvey Hill Road	St. Clairsville	OH	43950	
23	30-00401.000	Hess Ohio Developments, LLC	No	0.061700	0.5000	0.030950	0.000049	0.004921224%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	1501 McKinney Street	Houston	TX	77010	
23	30-00401.000	CNX Gas Company, LLC	No	0.061700	0.5000	0.030950	0.000049	0.004921224%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	1000 CONSOL Energy Drive	Canonsburg	PA	15317	
44	30-00161.000	Estate of Ruth V. Klee	No	3.980000	1.0000	3.980000	0.006349	0.634893694%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	10284 Alamo Road	Lucerne Valley	CA	92356	
59	30-00077.000	Danny Wise, Jr.	No	0.226000	1.0000	0.226000	0.000361	0.036051752%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	52439 Gordon State Highway 149	St. Clairsville	OH	43950	
80	30-00389.000	Resource Minerals Headwater L LP	No	10.357000	1.0000	10.357000	0.016522	1.652159293%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	11412 Bee Cave Road Suite 301	Austin	TX	78738	
83	30-00026.000	James E. Childers and Theresa L. Childers	No	2.110000	1.0000	2.110000	0.003366	0.336589370%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	64404 Sand Hill Road	Bellaire	OH	43906	
86	30-00319.000	David E. Erb*	No	0.087000	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%	0.000000000%	0.000000000%	0.000000000%	316 Ginned Cotton Daniel Street	Charleston	SC	29492	
86	30-00319.000	Beatrice K. Baker and James R. Baker*	No	0.087000	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%	0.000000000%	0.000000000%	0.000000000%	62703 OK Road	Belmont	OH	43718	
86	30-00319.000	Barbara E. Smathers*	No	0.087000	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%	0.000000000%	0.000000000%	0.000000000%	585 West 42nd Street	Shadyside	OH	43947	
86	30-00319.000	Kermit L. Scott*	No	0.087000	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%	0.000000000%	0.000000000%	0.000000000%	3143 Washington Street	Bellaire	OH	43906	
86	30-00319.000	Jamie L. Smathers and Toni Smathers*	No	0.087000	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%	0.000000000%	0.000000000%	0.000000000%	339 West Church Street	Barnesville	OH	43713	
91	30-00059.000	Robert A. Moskey	No	1.010300	1.0000	1.010300	0.001612	0.161164095%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	0.000000000%	46651 National Road	St. Clairsville	OH	43950	
94	30-00144.000	Eddie E. King and Florence M. King*	No	0.439200	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%	0.000000000%	0.000000000%	0.000000000%	64280 Sand Hill Road	Bellaire	OH	43906	
94	30-00144.000	David E. Erb*	No	0.439200	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%	0.000000000%	0.000000000%	0.000000000%	316 Ginned Cotton Daniel Street	Charleston	SC	29492	
94	30-00144.000	Beatrice K. Baker and James R. Baker*	No	0.439200	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%	0.000000000%	0.000000000%	0.000000000%	62703 OK Road	Belmont	OH	43718	
94	30-00144.000	Barbara E. Smathers*	No	0.439200	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%	0.000000000%	0.000000000%	0.000000000%	585 West 42nd Street	Shadyside	OH	43947	
94	30-00144.000	Kermit L. Scott*	No	0.439200	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%	0.000000000%	0.000000000%	0.000000000%	3143 Washington Street	Bellaire	OH	43906	
94	30-00144.000	Jamie L. Smathers and Toni Smathers*	No	0.439200	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%	0.000000000%	0.000000000%	0.000000000%	339 West Church Street	Barnesville	OH	43713	
97	30-00435.000	David E. Erb*	No	10.033100	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%	0.000000000%	0.000000000%	0.000000000%	316 Ginned Cotton Daniel Street	Charleston	SC	29492	
97	30-00435.000	Beatrice K. Baker and James R. Baker*	No	10.033100	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%	0.000000000%	0.000000000%	0.000000000%	62703 OK Road	Belmont	OH	43718	
97	30-00435.000	Barbara E. Smathers*	No	10.033100	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%	0.000000000%	0.000000000%	0.000000000%	585 West 42nd Street	Shadyside	OH	43947	
97	30-00435.000	Kermit L. Scott*	No	10.033100	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%	0.000000000%	0.000000000%	0.000000000%	3143 Washington Street	Bellaire	OH	43906	
97	30-00435.000	Jamie L. Smathers and Toni Smathers*	No	10.033100	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%	0.000000000%	0.000000000%	0.000000000%	339 West Church Street	Barnesville	OH	43713	
98	26-01904.000	David E. Erb*	No	0.906000	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%	0.000000000%	0.000000000%	0.000000000%	316 Ginned Cotton Daniel Street	Charleston	SC	29492	
98	26-01904.000	Beatrice K. Baker and James R. Baker*	No	0.906000	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%	0.000000000%	0.000000000%	0.000000000%	62703 OK Road	Belmont	OH	43718	
98	26-01904.000	Barbara E. Smathers*	No	0.906000	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%	0.000000000%	0.000000000%	0.000000000%	585 West 42nd Street	Shadyside	OH	43947	
98	26-01904.000	Kermit L. Scott*	No	0.906000	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%	0.000000000%	0.000000000%	0.000000000%	3143 Washington Street	Bellaire	OH	43906</	

**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 D :

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**SUPPLEMENTAL PREPARED TESTIMONY OF STEVEN CERVANTES  
ON BEHALF OF XTO ENERGY INC. ("XTO")  
(RESERVOIR ENGINEER)**

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Paul B. Westbrook (0092870)  
HARRIS, FINLEY & BOGLE, P.C.  
777 Main Street, Suite 1800  
Fort Worth, Texas 76102  
Attorneys for Applicant,  
XTO Energy Inc.

Supplement Submitted: April 28, 2016

1 **INTRODUCTION**

2 **Q1. Please introduce yourself to the Division.**

3 A1. My name is Steven Cervantes. I am a reservoir engineer for XTO Energy Inc.

4 **Q2. What is your educational background?**

5 A2. I have a Bachelors of Science in Petroleum Engineering from the University of Texas.

6 **Q3. Would you briefly describe your professional experience?**

7 A3. I have worked as a reservoir engineer for 6 years at XTO.

8 **Q4. What do you do as a Reservoir Engineer for XTO?**

9 A4. My primary function is to calculate oil and gas reserves and perform economic analysis  
10 of oil and gas development projects.

11 **Q5. Are you a member of any professional associations?**

12 A5. Yes, I am a member of the Society of Petroleum Engineers.

13 **Q6. What is the purpose of your testimony today?**

14 A6. I am testifying in support of the application of XTO Energy for Unit Operation filed with  
15 respect to the Kurth Unit D, consisting of 138 separate tracts of land totaling  
16 approximately 626 acres in Richland and Pultney Townships, Belmont County, Ohio.  
17 My testimony addresses that the unit operations for the Kurth Unit D are reasonably  
18 necessary to increase the recovery of oil and gas substantially and that the value of the  
19 estimated additional recovery due to unit operations exceeds its estimated additional  
20 costs.

21 **UNIT OPERATIONS ARE REASONABLY NECESSARY TO INCREASE**

22 **SUBSTANTIALLY THE RECOVERY OF OIL AND GAS.**

23 **Q7. I'd like to begin by addressing whether unit operations in the Kurth Unit D are**  
24 **reasonably necessary to increase substantially the recovery of oil and gas from those**  
25 **properties. Would you describe briefly how XTO anticipates developing the Kurth**  
26 **Unit D?**

27 A7. XTO plans to develop the Kurth Unit D by drilling three horizontal wells targeting the  
28 Utica-Point Pleasant Shale formation. It is estimated that the lateral lengths for the Kurth  
29 D 5H, 7H, and 9H wells will measure approximately 9,349 feet, 6,781 feet, and 5,256  
30 feet, respectively, including no-perf zones for the 7H and 9H wells.

1 **Q8. Do you have an opinion as to whether unit operations in the Kurth Unit D are**  
2 **reasonably necessary to increase substantially the recovery of oil and gas from those**  
3 **properties, and if so, what is your opinion?**

4 A8. By utilizing the full unit lateral length I previously stated, I estimate that production from  
5 the three wells could total as much as 43.3 BCF. Without unitization, the lateral length  
6 would have to be shortened to approximately 5,578 total combined feet, and therefore  
7 production would only total 11.2 BCF. Due to this difference in production, it is my  
8 opinion that unit operations are necessary in order to capture the additional 74% or 32.2  
9 BCF of reserves.

10 **Q9. Can you please describe your method for making these production projections?**

11 A9. Yes, I looked at existing production for nearby offset dry gas wells and forecasted their  
12 estimated ultimate recovery (EUR) using XTO's proprietary production type curve. I  
13 then divided each offset well's EUR by their respective lateral length to determine a ratio  
14 of EUR per foot of lateral length. I used the average EUR per foot from the group of  
15 offset wells and multiplied it by our planned lateral lengths for the Kurth D 5H, 7H, and  
16 9H in order to determine their respective EURs.

17 **Q10. Can you calculate the production from these wells ahead of time with mathematical**  
18 **certainty?**

19 A10. No, I can only estimate how much gas the well will produce. There is a lot of uncertainty  
20 with how an unconventional rock formation such as the Utica-Point Pleasant Shale will  
21 produce while still in the early phases of development.

22 **Q11. Is horizontal drilling technology, including hydraulic fracturing the formation,**  
23 **required to economically develop unconventional resources?**

24 A11. Yes.

25 **Q12. Is horizontal drilling common in the oil and gas industry?**

26 A12. Yes.

27 **Q13. Is it fair to say that horizontal wells are commonly used to develop shale formations**  
28 **like the Unitized Formation?**

29 A13. Yes.

30 **Q14. In your professional opinion, would it be economical to develop the Kurth Unit D**  
31 **using vertical drilling?**

1 A14. No, due to the very low permeability of a shale formation such as the Utica-Point  
2 Pleasant, profitable oil and gas development from the Utica-Point Pleasant requires that  
3 the well make significantly more contact with the reservoir than it would with just  
4 drilling a vertical well. Even though drilling a vertical well would be less expensive than  
5 drilling horizontal well, it is highly unlikely that we would be able to produce enough gas  
6 to overcome the high cost of drilling the vertical well.

7 **VALUE OF ESTIMATED ADDITIONAL RECOVERY EXCEEDS ITS ESTIMATED**  
8 **ADDITIONAL COSTS**

9 **Q15. Let's turn to the financial side of the project. Generally, in your professional**  
10 **experience, how would the economics of a development project such as the**  
11 **development of the Kurth Unit D be evaluated?**

12 A15. For each well I would use an estimated gas production profile coupled with anticipated  
13 natural gas prices to estimate the well's gross revenue streams, and then subtract all  
14 capital costs, operating expenses, royalty burdens, and severance taxes from that revenue  
15 stream.

16 **Q16. Did you do that here?**

17 A16. Yes.

18 **Q17. Can you explain your economic analysis, beginning with your estimate of the**  
19 **anticipated revenue stream from the Kurth Unit D's development?**

20 A17. Yes, for each well I estimated a monthly gas production profile by adjusting my type  
21 curve to fit to each well's respective EUR that I discussed earlier. I then took a constant  
22 gas price of \$2.63/MMBTU, which was derived from a twelve month trailing average  
23 NYMEX spot price, applied a price reduction to account for the differential between  
24 market price conditions and NYMEX, and multiplied the adjusted constant gas price with  
25 the gas production profile to determine a gross revenue stream. I then deducted Ohio oil  
26 and gas production taxes, a midstream gas gathering/transportation fee, and a 19%  
27 royalty burden to determine a net revenue stream. All estimated capital and recurring  
28 operating expenses were then deducted in order to determine a total value for the wells.

29 **Q18. Can you define capital costs and describe the anticipated capital costs for this well?**

30 A18. Capital costs consist of items such as surface location or pad construction, road  
31 construction, drilling, completions, and facilities. Due to the discrepancy in lateral

1 length, capital costs for the fully unitized and non-unitized Kurth D are estimated to total  
2 \$25 million and \$17.9 million, respectively.

3 **Q19: With respect to pad construction costs, are wells for other units being drilled from**  
4 **the same pad as the Kurth Unit D?**

5 A19. Yes, there will be three additional wells drilled from the Kurth pad into the Kurth Unit A,  
6 Kurth Unit B, and Kurth Unit C.

7 **Q20: How are the pad construction costs allocated between the Kurth A, B, C, and D**  
8 **Units?**

9 A20. Construction costs for the Kurth pad are estimated to total approximately \$3.4 million,  
10 which was split evenly between the first four wells to be drilled, one in each unit, or  
11 about \$850,000 per well. We plan to drill the Kurth D 5H well first in the Kurth Unit D.

12 **Q21. Can you define operating expenses and describe the anticipated operating expenses**  
13 **for this well?**

14 A21. Operating expenses include recurring repairs or maintenance for items such as the well's  
15 surface facilities, casing, production tubing, the pad location itself, and disposing of  
16 produced water. For the economic analysis, I applied the operating expenses as a  
17 monthly recurrence throughout the life of the well. While operating expenses can vary  
18 significantly from well to well, I estimated that the operating expenses for the Kurth D  
19 5H, 7H, and 9H would average \$4,000 per month per well in fixed costs plus \$8 per  
20 barrel of produced water as a variable cost.

21 **Q22. Based on this information and your professional judgment, does the value of the**  
22 **estimated recovery from the operations proposed for the Kurth Unit D exceed its**  
23 **estimated costs?**

24 A22. Yes.

25 **Q23. Do you have an opinion as to whether the value of the estimated additional recovery**  
26 **from the proposed Kurth Unit D operations – compared to the estimated recovery if**  
27 **unit operations do not occur – exceeds the operation's estimated additional costs?**

28 A23. Yes, I believe it would.

29 **Q24. Would you explain?**

30 A24. With unit operations, XTO will be able to extend the lateral lengths of the Kurth D 5H,  
31 7H, and 9H by a total of 15,808 feet. According to my analysis, extending the laterals

1 will increase the total gas reserves for the Kurth Unit D by about 32.2 BCF and cost an  
2 additional \$7.1 million in drilling and completion capital expenses. By increasing the  
3 lateral lengths, the total net present value of the Kurth Unit D (using a 10% discount rate)  
4 will increase from negative \$12.4 million (absent unit operations), to positive \$2.4  
5 million (with unit operations), establishing that the value of the additional recovery from  
6 drilling the longer laterals exceeds the additional capital costs.

7 **Q25. And your opinions are based on your education and professional experience?**

8 A25. Yes.

9 **Q26. Does this conclude your testimony?**

10 A26. Yes.

Unit vs Non-Unit Comparison										
Well Name	Unit Lateral Length (ft)	Estimated Non-Unit Lateral (ft)	Unit Capital Cost (k\$)	Non-Unit Capital Cost (k\$)	Unit Gross EUR (BCF)	Non-Unit Gross EUR (BCF)	Unit Net PV 10% (k\$)*	Non-Unit Net PV 10% (k\$)*	Unit Payout (yrs)*	Non-Unit Payout (yrs)*
Kurth D 5H	9,349	2,802	\$9,791	\$6,938	18.7	5.6	\$1,311	-\$3,913	6	N/A
Kurth D 7H	6,781	1,568	\$7,966	\$5,571	13.6	3.1	\$1,011	-\$4,109	7	N/A
Kurth D 9H	5,256	1,208	\$7,265	\$5,405	11.1	2.4	\$30	-\$4,332	9	N/A
Total	21,386	5,578	\$25,023	17,913	43.3	11.2	\$2,352	-\$12,354	22	-

*\*Economic calculations assume 100% WI and 81% NRI for both unit scenarios in order to provide a like-for-like comparison*

Unit vs Non-Unit Differences					
Well Name	Lateral (ft)	Capital Cost (k\$)	EUR (BCF)	Net PV 10% (k\$)	Payout (yrs)
Kurth D 5H	6,547	\$2,853	13.1	\$5,224	N/A
Kurth D 7H	5,213	\$2,396	10.4	\$5,120	N/A
Kurth D 9H	4,048	\$1,860	8.7	\$4,362	N/A
Total	15,808	\$7,109	32.2	\$14,706	-

**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 D :

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

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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) reducing the acreage to account for tracts owned by the State of Ohio that have been removed from the unit, along with creating no-perf zones to protect these removed tracts, (3) updating the percentage of the unit controlled by XTO in the unit, and (4) 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 512.2479 acres of the proposed 626.8766 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 81.7143% of the unit acreage, correct?**

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

**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. What do the plats attached as Exhibits MM-5S, MM-23S, MM-24S, and MM-25S show?**

A5. These Exhibits are plats that have been updated to include the additional leased acreage now owned and controlled by XTO, the reduced unit size, and the new tract numbering modified to account for the State of Ohio tracts that have been removed.

**Q6. What do the unleased owner affidavits attached as Exhibits MM-12S, MM-15S, MM-17S, and MM-18S show?**

A6. These Exhibits show additional efforts by XTO to lease unleased mineral owners who were included in the original Application, but who have not yet agreed to a lease.

**Q7. What do the unleased owner affidavits attached as Exhibits MM-26 through MM-31 show?**

A7. These Exhibits show XTO's efforts to obtain conditional leases from parties who could potentially own interests in one or more of tracts 86, 94, 97, 98, and 127 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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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 D

**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.

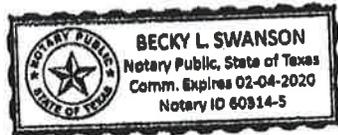
2. Pursuant to Ohio Revised Code § 1509.28, the Applicant has filed an application with the Chief of the Division of Oil and Gas Resources Management requesting an order authorizing Applicant to operate the Unit Formation and applicable land area, identified as the Kurth Unit D, according to the Unit Plan attached thereto (the "Application") (as those terms are used and defined therein). The Kurth Unit D is located in Richland and Pultney Townships, Belmont County, Ohio, and consists of one hundred thirty-eight (138) separate tracts of land covering approximately 626.8766 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 eighty-three (83) of the one hundred thirty-eight (138) 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 28<sup>th</sup> 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 D :

**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 D, located in Belmont County, Ohio, and consisting of one hundred and thirty-eight (138) separate tracts of land covering approximately 626.8766 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-six (36) leases, covering a total of fifty-seven (57) of the one hundred and thirty-eight (138) tracts of land in the Kurth Unit D, as more specifically described in Exhibit 1 attached hereto. Said leases cover a total of approximately 22.006315 acres, leaving Ascent Resources – Utica, LLC, with an approximate 3.510470003% working interest in the Kurth Unit D.

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

*mwp  
KRC*

Date: 7/27/16

**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	1 2 6 7 8 9 40 108	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 3-6-19 3-6-19 3-6-19 3-6-19 3-5-24 3-5-24 3-6-19	32-01476.000 32-01476.001 30-00423.000 32-01076.000 32-01479.000 30-00377.000 30-00423.000 30-00376.000	Insofar as said lease covers 120.3714 acres out of 391.45 acres
2	3 106	OR 72-552	Gary A. Clark and Nancy J. Clark, husband and wife, and Gregory A. Clark and Daneen Clark, husband and wife	Reserve Energy Exploration Company	Belmont	Richland	OH	3-5-23 3-5-24	30-00342.000 30-00490.000	Insofar as said lease covers 2.76 acres out of 98.00 acres
3	4 110	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	Richland Pultney	OH	3-6-19 3-6-13	32-01762.000 26-01902.000	Insofar as said lease covers 28.881 acres out of 152.11 acres
4	10	OR 459-94	Gary Henthorne and Lucinda Henthorne, husband and wife, and John Henthorne and Susan Henthorne, husband and wife	Gulfport Energy Corporation	Belmont	Richland	OH	3-5-24	30-00134.002	1.847
5	11	OR 469-106	Gary Henthorne and Lucinda Henthorne, husband and wife	Gulfport Energy Corporation	Belmont	Richland	OH	3-5-24	30-00134.003	0.97
6	36	OR 459-443	Lana J. Barack and Roger A. Barack, wife and husband	Paloma Partners III, LLC	Belmont	Richland	OH	3-5-24	30-00500.000	Insofar as said lease covers 3.2127 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
7	43 45	OR 293-854	George Holler III and wife, Michelle Holler	XTO Energy Inc.	Belmont	Richland	OH	3-5-24	30-00395.000 30-00396.000	10.00
8	43 45	OR 293-938	Sharon Heinlein, a widow	XTO Energy Inc.	Belmont	Richland	OH	3-5-24	30-00395.000 30-00396.000	10.00
9	43 45	OR 294-38	Bruce Holler and wife, Sandra Holler	XTO Energy Inc.	Belmont	Richland	OH	3-5-24	30-00395.000 30-00396.000	10.00
10	43 45	OR 295-447	William Cappelletti and wife, Kelly Cappelletti	XTO Energy Inc.	Belmont	Richland	OH	3-5-24	30-00395.000 30-00396.000	10.00
11	43 45	OR 303-899	Michele Smith and husband, Vance Smith	XTO Energy Inc.	Belmont	Richland	OH	3-5-24	30-00395.000 30-00396.000	10.00
12	46 63 67 32	OR 304-619	John J. Malik, Jr. and John J. Malik, Jr. as Power of Attorney for Adrienne Malik, husband and wife	XTO Energy Inc.	Belmont	Richland Pultney	OH	3-5-24 3-5-24 3-5-24 3-5-18	30-00379.000 30-00378.000 30-00380.000 26-00769.000	Insofar as lease covers 38.11 acres out of 85.3780 acres
13	47 114	OR 448-435	Lester L. Troyer and Edna L. Troyer, husband and wife	Great River Energy, LLC	Belmont	Richland	OH	3-5-24	30-00165.000 30-00285.000	Insofar as lease covers 0.752 of an acre out of 32.8088 acres
14	133	OR 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 lease covers 0.006 of an acre out of 1.388 acres

Lease No.	Unit Tract No.	Inst. No.	Lessor	Lessee	County	Twp	State	Range-Township-Section	Tax Parcel No(s).	Acres
15	60	OR 463-468	Thomas W. Burch and Ethel Darlene Burch, husband and wife	Gulfport Energy Corporation	Belmont	Richland	OH	3-5-24	30-00087.000	Insofar as lease covers 0.5894 of an acre out of 3.97 acres
16	64	OR 323-43	Marietta Coal Company	XTO Energy Inc.	Belmont	Richland	OH	3-5-24	30-00424.000	Insofar as lease covers 15.34 acres out of 883.37566 acres
17	65 113	OR 441-747	Scott Klee and Kathy Klee, husband and wife	Great River Energy, LLC	Belmont	Richland Pultney	OH	3-5-24 3-5-18	30-00513.000 26-03198.000	Insofar as lease covers 8.355 acres out of 21.238 acres
18	66	OR 275-79	Charles A. McGuire and Lucinda R. McGuire, husband and wife	Marquette Exploration, LLC	Belmont	Richland	OH	3-5-24	30-00286.000	7.50
19	68 72 117	OR 448-558	John R. Trigg and Nancy C. Trigg, husband and wife	Great River Energy, LLC	Belmont	Richland Pultney	OH	3-5-24 3-5-18	30-00290.000 30-00512.000 26-01325.000	16.4347
20	73	OR 304-348	Charles R. and Mary K. Weekley, husband and wife	XTO Energy Inc.	Belmont	Richland	OH	3-5-24	30-00305.000	4.45
21	77 78 79	OR 97-99	William A. Reager and Kristy L. Reager, his wife	Mason Dixon Energy, Inc.	Belmont	Richland	OH	3-5-24	30-00361.002 30-00361.001 30-00361.000	55.47

Lease No.	Unit Tract No.	Inst. No.	Lessor	Lessee	County	Twp	State	Range-Township-Section	Tax Parcel No(s).	Acres
22	81	OR 451-569	William J. Marinelli and Pamela J. Marinelli, husband and wife	Gulfport Energy Corporation	Belmont	Richland	OH	3-5-24	30-00120.000	4.38
23	84 85 125	OR 304-669	Gary Homer and wife, Suzan Homer	XTO Energy Inc.	Belmont	Richland Pultney	OH	3-5-24 3-5-24 3-5-18	30-00174.000 30-00140.000 26-01703.000	3.837
24	86 97 98 127	OR 304-572	Eddie E. King and wife, Florence M. King	XTO Energy Inc.	Belmont	Richland Pultney	OH	3-5-24 3-5-24 3-5-18 3-5-18	30-00319.000 30-00435.000 26-01904.000 26-01903.000	Insofar as lease covers 12.4391 acres out of 21.5791 acres
25	99 134	OR 426-857	Donald E. Smathers, divorced and not remarried	Paloma Partners III, LLC	Belmont	Pultney	OH	3-5-18	26-01189.000 26-01190.000	Insofar as lease covers 7.475 acres out of 7.54 acres
26	100 101	OR 65-412	Michael T. Fry and Carol A. Fry, husband and wife	Reserve Energy Exploration Company	Belmont	Pultney Richland	OH	3-5-17 3-5-23	26-01548.000 30-00383.000	Insofar as lease covers 59.854 acres out of 93.77 acres
27	102	OR 295-48	Darlene and Benjamin Littleton, wife and husband	XTO Energy Inc.	Belmont	Richland	OH	3-5-23	30-00411.000	Insofar as lease covers 30.626 acres out of 57.22 acres
28	102	OR 295-46	Tilena Craig, a single woman	XTO Energy Inc.	Belmont	Richland	OH	3-5-23	30-00411.000	Insofar as lease covers 30.626 acres out of 57.22 acres

Lease No.	Unit Tract No.	Inst. No.	Lessor	Lessee	County	Twp	State	Range-Township-Section	Tax Parcel No(s).	Acres
29	102	OR 304-35	Timothy Krebs and Christine Thompson-Krebs, husband and wife	XTO Energy Inc.	Belmont	Richland	OH	3-5-23	30-00411.000	Insofar as lease covers 30.626 acres out of 57.22 acres
30	111	OR 420-613	Diamond Energy Acquisition Group, LLC	Paloma Partners III, LLC	Belmont	Pultney	OH	3-5-18	26-01873.000	Insofar as lease covers 0.168 of an acre out of 32.600 acres
31	116	OR 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 1.906 acres out of 4.10 acres
32	136	OR 438-539	Charles Jenkins and Trudy A. Jenkins	Great River Energy, LLC	Belmont	Pultney	OH	3-5-17	26-01548.004	Insofar as lease covers 0.106 of an acre out of 1.32 acres
33	137	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 lease covers 0.324 of an acre out of 1.11 acres
34	26 27	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	Insofar as lease covers 2.288 acres out of 37.076 acres
35	28	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 lease covers 1.492 acres out of 5.701 acres
36	30	OR 464-321	Charles Weekley and Jolynn Weekley, husband and wife	XTO Energy Inc.	Belmont	Pultney	OH	3-5-17	26-01547.002	Insofar as lease covers 0.182 of an acre out of 1.3040 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 D

**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 D, located in Belmont County, Ohio, and consisting of one hundred and thirty-eight (138) separate tracts of land covering approximately 626.8766 acres, according to the Unit Plan attached thereto (the "Application").

Phillips Exploration, LLC, is the owner of a 95% working interest in and to six (6) leases, covering a total of seventeen (17) of the one hundred and thirty-eight (138) tracts of land in the Kurth Unit D, as more specifically described in Exhibit 1 attached hereto. Said leases cover a total of approximately 204.86408 acres, leaving Phillips Exploration, LLC, with an approximate 32.680128753% working interest in the Kurth Unit D.

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.

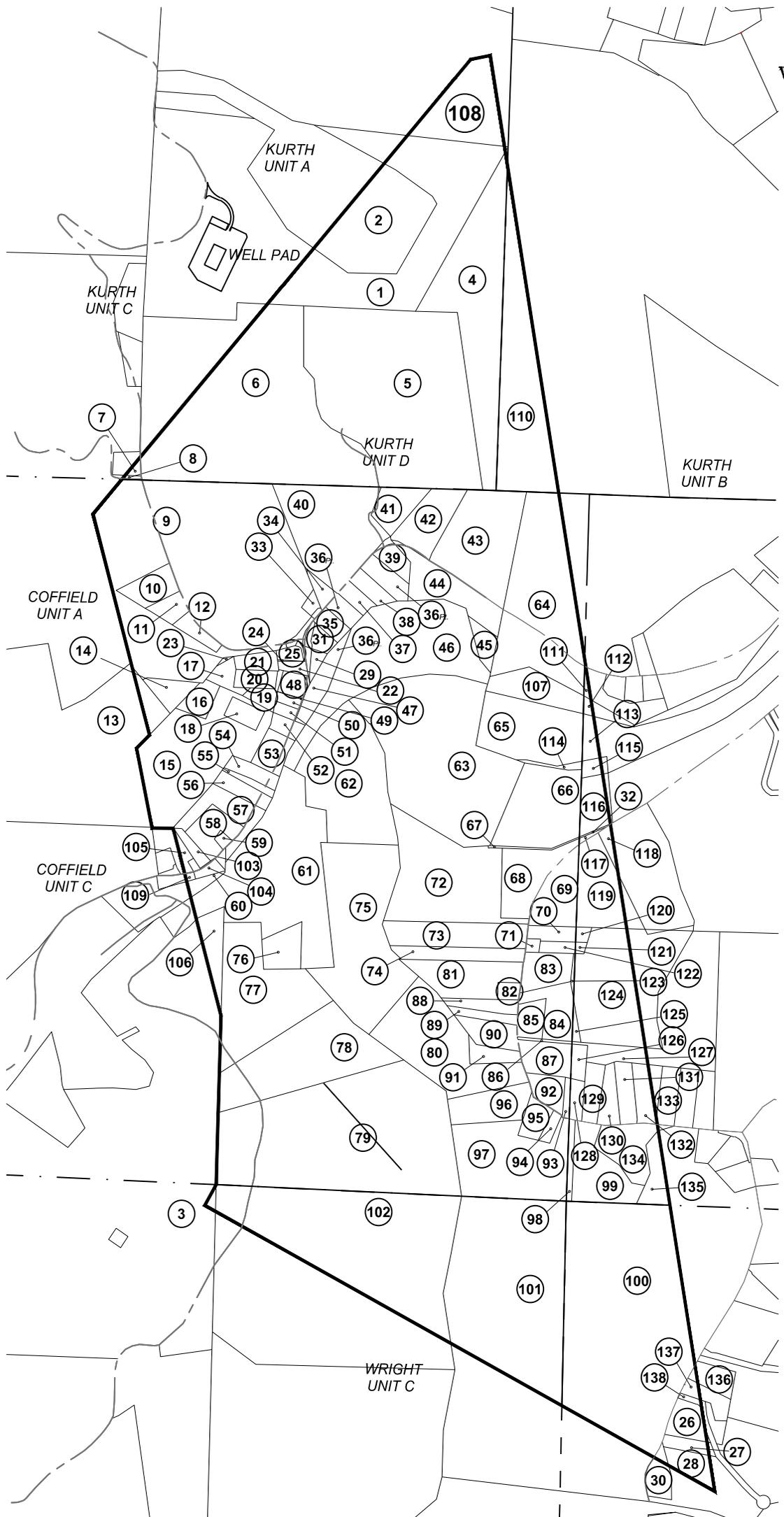
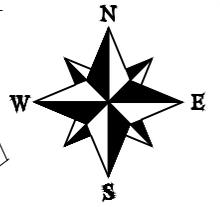
By: Edwin S. Ryan, Jr. ERJ

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

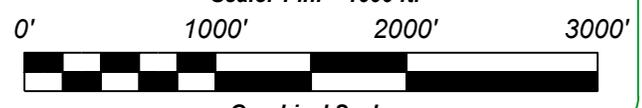
Date: 4/26/16

**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 2 6 7 8 9 40 108	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 3-6-19 3-6-19 3-6-19 3-6-19 3-5-24 3-5-24 3-6-19	32-01476.000 32-01476.001 30-00423.000 32-01076.000 32-01479.000 30-00377.000 30-00423.000 30-00376.000	Insofar as said lease covers 120.3714 acres out of 391.45 acres
2	3 106	OR 72-552	Gary A. Clark and Nancy J. Clark, husband and wife, and Gregory A. Clark and Daneen Clark, husband and wife	Reserve Energy Exploration Company	Belmont	Richland	OH	3-5-23 3-5-24	30-00342.000 30-00490.000	Insofar as said lease covers 2.76 acres out of 98.00 acres
3	4 110	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	Richland Pultney	OH	3-6-19 3-6-13	32-01762.000 26-01902.000	Insofar as said lease covers 28.881 acres out of 152.11 acres
4	100 101	OR 65-412	Michael T. Fry and Carol A. Fry, husband and wife	Reserve Energy Exploration Company	Belmont	Pultney Richland	OH	3-5-17 3-5-23	26-01548.000 30-00383.000	Insofar as lease covers 59.854 acres out of 93.77 acres
5	26 27	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	Insofar as lease covers 2.288 acres out of 37.076 acres
6	28	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 lease covers 1.492 acres out of 5.701 acres



Scale: 1 in. = 1000 ft.



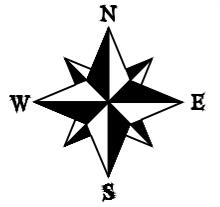
Graphical Scale

SCALE 1" = 1000'  
ISSUE DATE 4/25/2016  
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, 23 & 24

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



PARCELS WITHIN KURTH UNIT D		
TRACT #	PARCEL #	ACREAGE (LEASE)
1	32-01476.000	22.301
2	32-01476.001	10.436
3	30-00342.000	0.4130
4	32-01762.000	15.866
5	30-00374.000	31.52
6	30-00423.000	29.135
7	32-01076.000	0.208
8	32-01479.000	0.083
9	30-00377.000	41.5164
10	30-00134.002	1.847
11	30-00134.003	0.970
12	30-00134.001	0.8512
13	30-00401.000	1.3393
14	30-00134.000	1.5123
15	30-00525.000	11.728
16	30-00525.001	1.0009
17	30-00526.000	0.8066
18	30-00055.000	1
19	30-00525.002	0.8275
20	30-00250.000	0.9816
21	30-00127.000	0.92
22	30-00178.000	0.406
23	30-00401.000	0.0617
24	30-00197.002	0.0223
25	30-00197.000	0.3857
26	26-01548.007	1.564
27	26-01547.000	0.724
28	26-01547.003	1.492
29	30-00249.000	0.488
30	26-01547.002	0.182
31	30-00289.000	0.5852
32	26-00769.000	0.0900
33	30-00377.001	0.3034
34	30-00310.000	0.5759
35	30-00501.000	0.7895
36	30-00500.000	3.2127
37	30-00499.000	0.7458
38	30-00500.001	0.9415
39	30-00500.002	0.7853
40	30-00423.000	8.72
41	30-00374.000	2.08
42	30-00375.000	3.57
43	30-00395.000	9.10625
44	30-00161.000	3.980
45	30-00396.000	0.89375
46	30-00379.000	14.5
47	30-00165.000	0.452
48	30-00053.000	0.718
49	30-00053.001	0.014
50	30-00248.000	0.354
51	30-00131.000	0.37
52	30-00486.000	0.6976
53	30-00487.000	1.4729
54	30-00152.001	1
55	30-00152.000	0.43
56	30-00207.000	1.14
57	30-00113.000	2.84
58	30-00312.000	1.911
59	30-00077.000	0.226
60	30-00087.000	0.5894
61	30-00339.000	17.9831
62	30-00437.000	10.87
63	30-00378.000	23.250
64	30-00424.000	15.340
65	30-00513.000	7.550
66	30-00286.000	7.500
67	30-00380.000	0.270
68	30-00290.000	4.044
69	30-00024.000	3.314
70	30-00025.000	1.077
71	30-00185.000	0.228

72	30-00512.000	12.3037
73	30-00305.000	4.45
74	30-00180.000	2.22
75	30-00428.000	15.56
76	30-00058.000	1.88
77	30-00361.002	11.46
78	30-00361.001	12.01
79	30-00361.000	32
80	30-00389.000	10.357
81	30-00120.000	4.38
82	30-00234.000	0.48
83	30-00026.000	2.110
84	30-00174.000	2.413
85	30-00140.000	1.213
86	30-00319.000	0.087
87	30-00145.000	2.309
88	30-00141.001	1.084
89	30-00141.000	0.754
90	30-00173.000	1.762
91	30-00059.000	1.0103
92	30-00200.000	1.484
93	30-00219.000	0.3401
94	30-00144.000	0.4392
95	30-00143.000	1.1837
96	30-00434.000	3.19
97	30-00435.000	10.0331
98	26-01904.000	0.906
99	26-01189.000	4.410
100	26-01548.000	34.500
101	30-00383.000	25.354
102	30-00411.000	30.626
103	30-00313.000	0.494
104	30-00282.000	0.47
105	30-00298.000	0.4107
106	30-00490.000	2.347
107	p/o 32-03976.000	3.107
108	30-00376.000	7.972
109	30-00283.000	0.243
110	26-01902.000	13.015
111	26-01873.000	0.168
112	p/o 26-03895.000	0.113
113	26-03198.000	0.805
114	30-00285.000	0.300
115	26-01306.000	0.2
116	26-01083.000	1.906
117	26-01325.000	0.087
118	26-00413.000	0.441
119	26-00048.000	4.541
120	26-00049.000	0.095
121	26-00049.001	0.185
122	30-00025.001	0.483
123	30-00174.001	0.178
124	26-01703.002	8.564
125	26-01703.000	0.211
126	26-00623.000	0.510
127	26-01903.000	1.413
128	26-00989.000	0.6609
129	26-01165.000	1.202
130	26-01197.000	1.2749
131	26-01202.000	1.3802
132	26-00386.000	1.357
133	26-00385.000	0.006
134	26-01190.000	3.065
135	26-01543.000	1.633
136	26-01548.004	0.106
137	26-01548.006	0.324
138	26-01547.004	0.191
		626.8766

SCALE N/A  
 ISSUE DATE 4/25/2016  
 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, 23 & 24

**KURTH UNIT D**  
**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 D :

**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 D. 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 D. Those efforts are detailed below.
4. Regarding the following tract, the following contacts were made or attempted:

**Owner Name:** Roger A. Barack and Lana J. Barack, husband and wife  
**Point of Contact:** Roger Barack and Cody Barack  
**Address:** 64501 Harvey Hill Road St. Clairsville, OH 43950  
**Telephone:** (740) 591-1893  
**Unleased Tract:** Tax Parcel No. 30-00401.000

<u>Date</u>	<u>XTO Contact</u>	<u>Party Contacted</u>	<u>Method</u>	<u>Notes</u>
5/28/2015	Matthew Midkiff	Roger Barack	Phone	Called Roger to discuss ODMA and XTO’s desire to take a protection lease from him on the property and potentially use part for surface location.
6/15/2015	Matthew Midkiff	Roger Barack	Phone	Discussed issues with leases and payment from other operators.

7/6/2015	Travis Edmondson, Broker	Roger Barack	Phone	Baracks were upset that not sure what had been leased and paid for. Roger asked me to email his son Cody to discuss a Paloma lease and what XTO wanted to lease Introduction as agent for XTO and discuss nature and structure of offer and the potential ownership
7/8/2015	Travis Edmondson, Broker	Roger Barack	Email	Email to advise a few more days before the offer to sort out additional tracts subject to same title issues in order to include them in the offer
7/13/2015	Travis Edmondson, Broker	Roger Barack	Email	Emailed offer: 2yr+2yr option for \$3200/nma and \$1,000 up-front.
7/21/2015	Matthew Midkiff	Cody Barack	Phone	Follow up. Still have issues with what has been paid for on lease of record with Paloma
7/30/2015	Matthew Midkiff	Roger Barack	Phone	Scheduled a meeting with Roger Wednesday August 5
8/5/2015	Matthew Midkiff Rodney Black	Roger Barack	In Person	Met with Roger in his office to discuss ownership of minerals, lease terms and surface location
8/13/2015	Matthew Midkiff	Roger Barack	Email	Email- breakdown of title on Barack properties and payment on previous leases
8/19/2015 8/20/2015	Matthew Midkiff	Roger Barack	Phone	No answer- Mailbox full
9/8/2015	Matthew Midkiff	Cody Barack	Phone	Discussed leasing and access to surface location options. Did not like original drawings. Barack expressed desire to move access and suggested if we did we could get a deal done. Scheduled meeting in St. Clairsville for September 16
9/16/2015	Matthew Midkiff	Roger and Cody Barack	In Person	Breakfast in St. Clairsville. To discuss access to surface location which XTO agreed to move, but since we could not guarantee royalties on ODMA tracts Baracks were not interested in leasing or using their surface any more.
9/16/2015	Matthew Midkiff	Roger and Cody	Email	Emailed contact information at CNX

11/12/2015    Matthew Midkiff    Barack    Roger Barack    Phone    as they wanted to discuss settling ownership claims  
Mailbox full- Roger called back and wants to talk to CNX then call XTO back

Further Affiant sayeth naught.

  
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Sworn to and subscribed before me this 25<sup>th</sup> 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 D :

**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 D. 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 D. Those efforts are detailed below.
4. Regarding the following tract, the following contacts were made or attempted:

**Owner Name:** Ruth Klee  
**Points of Contact:** Dale E. Klee  
**Address:** 10284 Alamo, Lucerne Valley, CA 92356  
**Telephone:** (760) 810-7255  
**Unleased Tracts:** Tax Parcel No. 30-00161.000

<u>Date</u>	<u>XTO Contact</u>	<u>Party Contacted</u>	<u>Method</u>	<u>Notes</u>
8/25/2015	James Jestrab, Broker	Dale E. Klee	Phone	Introductory call and discussion of offer to lease for \$3200 per net mineral acre, 20% royalty, 2 year primary term with a 2 year option to renew.
September 2015	James Jestrab,	Dale E. Klee	Phone	In excess of a dozen phone

October 2015 November 2015	Broker		Messages	messages left for Dale E. Klee to discuss offer proposed. No response received
1/27/2016	James Jestrab, Broker	Dale E. Klee	Federal Express service	Letter sent for return contact in light of no success via repeated, continuous phone attempts dating to September of 2015
2/6/2016	James Jestrab, Broker	Dale E. Klee	Federal Express service	Updated formal offer to lease sent at \$3200 per net mineral acre, 20%, 2 year primary term with 2 year option to renew
2/7/2016	James Jestrab, Broker	Dale E. Klee	Phone Message	Message left to follow up on offer delivered. No return contact.
3/9/2016 3/20/2016 3/26/2016 4/2/2016 4/5/2016 4/9/2016 4/12/2016	James Jestrab, Broker	Dale E. Klee	Phone Attempts	Unreturned attempts to reach by telephone.

Further Affiant sayeth naught.

  
\_\_\_\_\_

Sworn to and subscribed before me this 25<sup>th</sup> 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 D :

**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 D. 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 D. Those efforts are detailed below.

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

**Owner Name:** Resource Minerals Headwater I, LP  
**Points of Contact:** Tessa Dildy  
**Address:** 11412 Bee Cave Road, Suite 301, Austin, TX 78738  
**Telephone:** (512) 368-9429  
**Unleased Tracts:** Tax Parcel No. 30-00389.000

<u>Date</u>	<u>XTO Contact</u>	<u>Party Contacted</u>	<u>Method</u>	<u>Notes</u>
2/9/2016	James Jestrab, Broker	Company Headquarters	Federal Express delivery	Prior leasing efforts with prior owner began October of 2015. Once mineral deed transferring ownership was filed of record, lease offer sent to owner listed herein, and phone attempt made.

				Lease offer at \$3200 per net mineral acre, 20%, 2 year primary term with 2 year option to lease
2/10/2016	James Jestrab, Broker	Tessa Dildy	Email	Email received from Tessa Dildy stating the offer had been received, that she was out of office, and would review to be in contact once returns to office the following week.
2/18/2016	James Jestrab, Broker	Tessa Dildy	Phone	Phone message requesting update.
2/18/2016	James Jestrab, Broker	Robert Rieck	Phone	Received call requesting unit map to propose to investors about signing the lease.
2/23/2016	James Jestrab, Broker	Robert Rieck	Email	Email sent notifying that were not in a position to disclose the unit boundary at that point.
3/8/2016	James Jestrab, Broker	Robert Rieck	Phone Message	Message left requesting update.
3/9/2016	James Jestrab, Broker	Robert Rieck	Phone	Called to request a map of XTO holdings in the area with subject lands identified. Request was denied.
3/10/2016	James Jestrab, Broker	Robert Rieck	Phone	Discussion was to disregard the previous map requests, and a counter of \$6,000/nma bonus, for a 3 year term with 2 year option, and a custom addendum. Discussion ended with addendum to be sent via email to me.
3/14/2016	James Jestrab, Broker	Robert Rieck	Email	Email checking on status of addendum sent to Mr. Rieck. Reply was still working on his end.
3/17/2016	James Jestrab, Broker	Robert Rieck	Email	A proposed unit map of subject unit with subject lands identified sent via email. Received reply that addendum not yet ready.
3/28/2016 4/1/2016	James Jestrab, Broker	Robert Rieck	Phone	Left message seeking update.
4/5/2016	James Jestrab, Broker	Robert Rieck	Email	Email requesting update. Reply stating should expect by April 8.
4/11/2016	James Jestrab, Broker	Robert Rieck	Email	Email received stating addendum still working.
4/12/2016	James Jestrab, Broker	Robert Rieck	Email	Addendum received from Lessor and sent to XTO for review.
4/14/2016	James Jestrab, Broker	Robert Rieck	Phone	Left message requesting phone call to discuss offer.
4/18/2016	James Jestrab, Broker	Robert Rieck	Phone	Phone discussion in which Lessor was advised that the bonus counter would not be

accepted. Should Lessor be willing to move forward at \$3200/nma for a 2 year lease, we would proceed with addressing the addendum. Lessor stated would take to his investors and be in touch Mr. Rieck advised that they would agree to move forward at the terms offered, subject to final agreement on which items included in addendum to lease as part of offer.

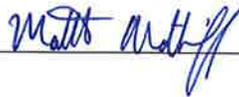
4/21/2016

James Jestrab,  
Broker

Robert Rieck

Phone

Further Affiant sayeth naught.

  
\_\_\_\_\_

Sworn to and subscribed before me this 25<sup>th</sup> 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 D :

**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 D. 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 D. Those efforts are detailed below.
4. Regarding the following tract, the following contacts were made or attempted:

**Owner Name:** James E. Childers and Theresa L. Childers, husband and wife  
**Points of Contact:** Theresa L. Childers  
**Address:** 64404 Sand Hill Road, Bellaire, Ohio 43906  
**Telephone:** (740) 676-8684, (740) 676-8684  
**Unleased Tracts:** Tax Parcel No. 30-00026.000

<u>Date</u>	<u>XTO Contact</u>	<u>Party Contacted</u>	<u>Method</u>	<u>Notes</u>
6/17/2015	James Jestrab, Broker	James and Theresa Childers	Federal Express	Offer to lease delivered to home address at \$3200 per net mineral acre, 20%, 2 year primary term with 2 year option to renew
7/29/2015 8/1/2015	James Jestrab, Broker	James and Theresa Childers	Phone messages	Phone messages to follow up on offer to lease with no return

8/4/2015				contact.
8/6/2015				
8/9/2015				
8/13/2015				
8/23/2015				
8/27/2015				
9/5/2015				
9/11/2015				
8/15/2015 9/12/2015	James Jestrab, Broker	James and Theresa Childers	Owners' home address	Attempts to contact at property, with notes left on the door requesting a phone call. Phone call from Mrs. Childers stating the proposed bonus per acre was too low and the reason they had not bothered to reply. Questioned if the lease form itself was acceptable to which she replied no issues. Conversation ended with she was to discuss with husband a counter proposal and get back in contact. No counter proposal received to date.
9/18/2015	James Jestrab, Broker	Theresa Childers	Phone	
9/23/2015				
9/25/2015				
10/3/2015				
10/8/2015				
10/13/2015				
10/17/2015	James Jestrab, Broker	James and Theresa Childers	Phone messages	Phone messages to follow up on offer to lease and prior conversation from 9/18/2015 with no return contact.
10/20/2015				
10/27/2015				
11/4/2015				
11/12/2015				
12/2/2015				
12/7/2015				
12/6/2015	James Jestrab, Broker	James and Theresa Childers	Owners' home address	No answer at door. Note left on door requesting follow up. Presumed child of Lessor answered the door and stated owner did not have time to speak with me.
12/14/2015	James Jestrab, Broker	James and Theresa Childers	Owners' home address	
1/5/2016				
1/9/2016				
1/13/2016				
1/18/2016				
1/22/2016	James Jestrab, Broker	James and Theresa Childers	Phone messages	Phone messages to follow up on offer to lease and prior conversation from 9/18/2015 with no return contact.
1/26/2016				
1/30/2016				
2/3/2016				
2/7/2016				
2/9/2016				
1/31/2016	James Jestrab, Broker	James and Theresa Childers	Owners' home address	No answer at door. Note left on door requesting follow up.
2/15/2016	James Jestrab, Broker	James and Theresa Childers	Phone Messages	Unreturned follow up phone messages
2/18/2016				

2/23/2016				
3/2/2016				
3/9/2016				
3/14/2016				
2/27/2016				
3/5/2016	James Jestrab, Broker	James and Theresa Childers	Owners' home address	No answer at door. Note left on door requesting follow up.
3/18/2016				
3/20/2016	James Jestrab, Broker	Theresa Childers	Phone	Theresa Childers returned phone call and stated she would discuss a meeting with her husband. Scheduled meeting for March 24, 2016 at 7 PM. Showed up the home for scheduled 7 PM meeting. A babysitter answered the door and stated the Childers' were "called out."
3/24/2016	James Jestrab, Broker	James and Theresa Childers	Owners' home address	
3/28/2016				
4/2/2016				
4/5/2016	James Jestrab, Broker	James and Theresa Childers	Phone Messages	Unreturned follow up phone messages
4/12/2016				
4/23/2016				
3/31/2016	James Jestrab, Broker	James and Theresa Childers	Owners' home address	No answer at door. Note left on door requesting follow up.
4/9/2016				

Further Affiant sayeth naught.

  
\_\_\_\_\_

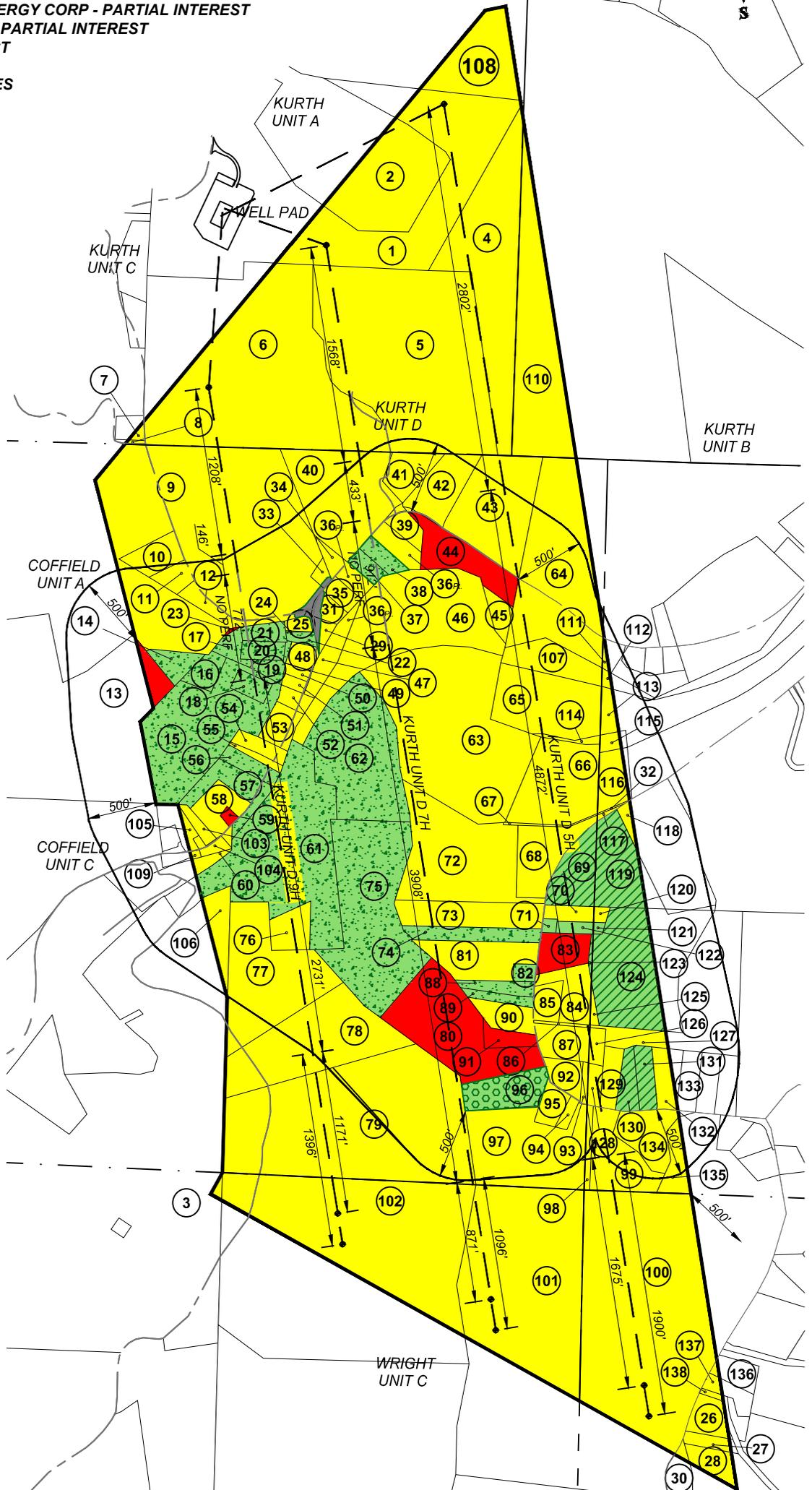
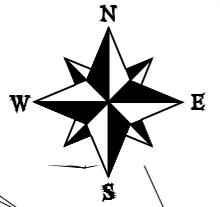
Sworn to and subscribed before me this 25<sup>th</sup> day of April, 2016.



  
\_\_\_\_\_  
Notary Public

**COLOR SHADING KEY**

- = XTO/COMMITTED WORKING INTEREST OWNERS
- = UNLEASED
- = GULFPORT ENERGY CORPORATION
- = GULFPORT BUCKEYE
- = RICE DRILLING D, LLC
- = GULFPORT ENERGY CORP - PARTIAL INTEREST FOSSIL CREEK - PARTIAL INTEREST
- = WINDOW TRACT
- = WELL BORES
- = NO PERF BORES



Scale: 1 in. = 1000 ft.

0' 1000' 2000' 3000'



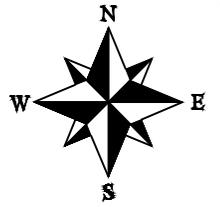
Graphical Scale

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 ISSUE DATE 4/25/2016  
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 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, 23 & 24

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



PARCELS WITHIN KURTH UNIT D		
TRACT #	PARCEL #	ACREAGE (LEASE)
1	32-01476.000	22.301
2	32-01476.001	10.436
3	30-00342.000	0.4130
4	32-01762.000	15.866
5	30-00374.000	31.52
6	30-00423.000	29.135
7	32-01076.000	0.208
8	32-01479.000	0.083
9	30-00377.000	41.5164
10	30-00134.002	1.847
11	30-00134.003	0.970
12	30-00134.001	0.8512
13	30-00401.000	1.3393
14	30-00134.000	1.5123
15	30-00525.000	11.728
16	30-00525.001	1.0009
17	30-00526.000	0.8066
18	30-00055.000	1
19	30-00525.002	0.8275
20	30-00250.000	0.9816
21	30-00127.000	0.92
22	30-00178.000	0.406
23	30-00401.000	0.0617
24	30-00197.002	0.0223
25	30-00197.000	0.3857
26	26-01548.007	1.564
27	26-01547.000	0.724
28	26-01547.003	1.492
29	30-00249.000	0.488
30	26-01547.002	0.182
31	30-00289.000	0.5852
32	26-00769.000	0.0900
33	30-00377.001	0.3034
34	30-00310.000	0.5759
35	30-00501.000	0.7895
36	30-00500.000	3.2127
37	30-00499.000	0.7458
38	30-00500.001	0.9415
39	30-00500.002	0.7853
40	30-00423.000	8.72
41	30-00374.000	2.08
42	30-00375.000	3.57
43	30-00395.000	9.10625
44	30-00161.000	3.980
45	30-00396.000	0.89375
46	30-00379.000	14.5
47	30-00165.000	0.452
48	30-00053.000	0.718
49	30-00053.001	0.014
50	30-00248.000	0.354
51	30-00131.000	0.37
52	30-00486.000	0.6976
53	30-00487.000	1.4729
54	30-00152.001	1
55	30-00152.000	0.43
56	30-00207.000	1.14
57	30-00113.000	2.84
58	30-00312.000	1.911
59	30-00077.000	0.226
60	30-00087.000	0.5894
61	30-00339.000	17.9831
62	30-00437.000	10.87
63	30-00378.000	23.250
64	30-00424.000	15.340
65	30-00513.000	7.550
66	30-00286.000	7.500
67	30-00380.000	0.270
68	30-00290.000	4.044
69	30-00024.000	3.314
70	30-00025.000	1.077
71	30-00185.000	0.228

72	30-00512.000	12.3037
73	30-00305.000	4.45
74	30-00180.000	2.22
75	30-00428.000	15.56
76	30-00058.000	1.88
77	30-00361.002	11.46
78	30-00361.001	12.01
79	30-00361.000	32
80	30-00389.000	10.357
81	30-00120.000	4.38
82	30-00234.000	0.48
83	30-00026.000	2.110
84	30-00174.000	2.413
85	30-00140.000	1.213
86	30-00319.000	0.087
87	30-00145.000	2.309
88	30-00141.001	1.084
89	30-00141.000	0.754
90	30-00173.000	1.762
91	30-00059.000	1.0103
92	30-00200.000	1.484
93	30-00219.000	0.3401
94	30-00144.000	0.4392
95	30-00143.000	1.1837
96	30-00434.000	3.19
97	30-00435.000	10.0331
98	26-01904.000	0.906
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100	26-01548.000	34.500
101	30-00383.000	25.354
102	30-00411.000	30.626
103	30-00313.000	0.494
104	30-00282.000	0.47
105	30-00298.000	0.4107
106	30-00490.000	2.347
107	p/o 32-03976.000	3.107
108	30-00376.000	7.972
109	30-00283.000	0.243
110	26-01902.000	13.015
111	26-01873.000	0.168
112	p/o 26-03895.000	0.113
113	26-03198.000	0.805
114	30-00285.000	0.300
115	26-01306.000	0.2
116	26-01083.000	1.906
117	26-01325.000	0.087
118	26-00413.000	0.441
119	26-00048.000	4.541
120	26-00049.000	0.095
121	26-00049.001	0.185
122	30-00025.001	0.483
123	30-00174.001	0.178
124	26-01703.002	8.564
125	26-01703.000	0.211
126	26-00623.000	0.510
127	26-01903.000	1.413
128	26-00989.000	0.6609
129	26-01165.000	1.202
130	26-01197.000	1.2749
131	26-01202.000	1.3802
132	26-00386.000	1.357
133	26-00385.000	0.006
134	26-01190.000	3.065
135	26-01543.000	1.633
136	26-01548.004	0.106
137	26-01548.006	0.324
138	26-01547.004	0.191
		626.8766

SCALE N/A  
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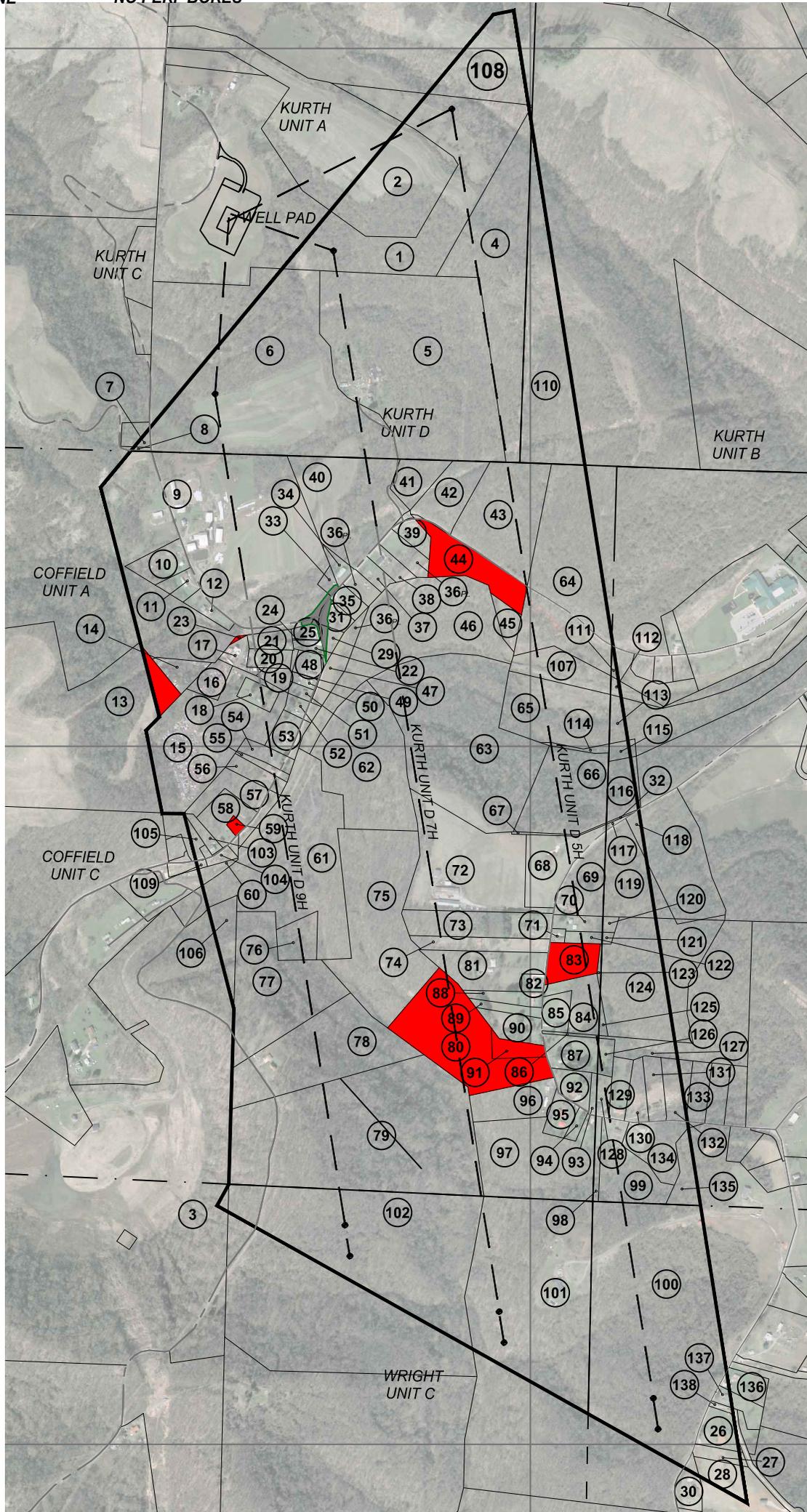
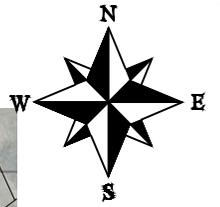


COUNTY BELMONT  
 TOWNSHIP PULTNEY, RICHLAND  
 QUAD MAP ARMSTRONG MILLS  
 TOWNSHIP 5&6N  
 RANGE 3W  
 SECTION 13, 17, 18, 19, 23 & 24

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

**COLOR SHADING KEY**

- RED = UNLEASED
- GREY = WINDOW TRACT
- DASHED LINE --- = WELL BORES
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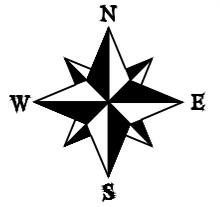
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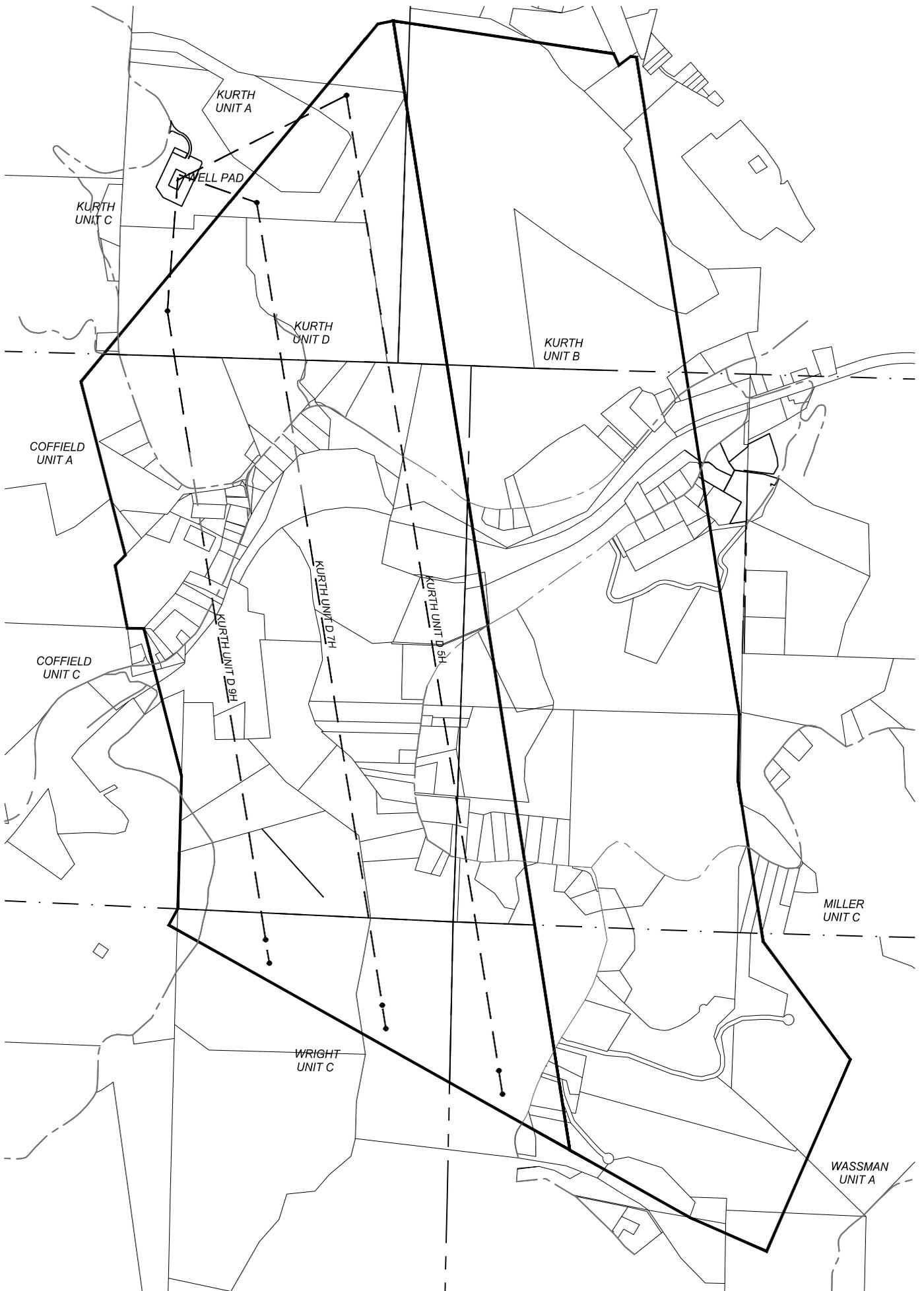
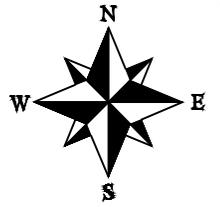


COUNTY BELMONT  
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**KURTH UNIT D**  
**TARGET FORMATION:**  
**POINT PLEASANT**  
**XTO ENERGY INC.**  
 190 THORN HILL ROAD  
 WARRENDALE, PA 15086

**COLOR SHADING KEY**

- RED** ————— = DRILLED WELL BORE
- DASHED LINE** - - - - = PERMITTED WELL BORES
- DASHED LINE** - - - - = NO PERF BORES



Scale: 1 in. = 1200 ft.

0' 1200' 2400' 3600'



Graphical Scale

SCALE 1" = 1200'  
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COUNTY BELMONT  
 TOWNSHIP PULTNEY, RICHLAND  
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**KURTH UNIT D**  
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 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 D :

**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 D. 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 D. 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. 30-00319.000, 30-00144.000, 30-00435.000, 26-01904.000, 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.

*Matthew McHugh*

Sworn to and subscribed before me this 26<sup>th</sup> day of April, 2016.



*Tristan Lynn Rennie*  
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 D

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(CONTACTS — UNLEASED MINERAL OWNERS)**

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

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

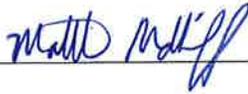
**Owner Name:** David E. Erb  
**Points of Contact:** David E. Erb  
**Address:** 316 Ginned Cotton St., Charleston, SC 29492  
**Telephone:** (843) 377-8991  
**Unleased Tracts:** Tax Parcel No. 30-00319.000, 30-00144.000, 30-00435.000, 26-01904.000, 26-01903.000

<u>Date</u>	<u>XTO Contact</u>	<u>Party Contacted</u>	<u>Method</u>	<u>Notes</u>
4/26/2016	Travis Edmondson, Broker	David E. Erb	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

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paid upon final resolution of title cloud in the event Lessor prevails as owner. 20% royalty. 2+2 term.

Further Affiant sayeth naught.

  
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Sworn to and subscribed before me this 26<sup>th</sup> day of April, 2016.



  
\_\_\_\_\_  
Notary Public



				no other contact pertaining to efforts to resolve any issues on this subject parcel
4/26/2016	Travis Edmondson, Broker	Florence M. King and Eddie E. King	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 26<sup>th</sup> day of February, 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

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Application Date: February 17, 2016

Kurth Unit D

**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 D. 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 D. Those efforts are detailed below.

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

**Owner Name:** Kermit L. Scott  
**Points of Contact:** Kermit L. Scott  
**Address:** 3143 Washington St., Bellaire, Ohio 43906  
**Telephone:** (740) 676-3735  
**Unleased Tracts:** Tax Parcel No. 30-00319.000, 30-00144.000, 30-00435.000, 26-01904.000, 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	Kermit L. Scott	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.
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Further Affiant sayeth naught.

  
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Sworn to and subscribed before me this 26<sup>th</sup> 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 D

**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 D. 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 D. Those efforts are detailed below.

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

**Owner Name:** Barbara Ellen Smathers  
**Points of Contact:** Barbara Ellen Smathers  
**Address:** 585 W. 42<sup>nd</sup> Street, Shadyside, Ohio 43947  
**Telephone:** (740) 676-1360  
**Unleased Tracts:** Tax Parcel No. 30-00319.000, 30-00144.000, 30-00435.000, 26-01904.000, 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	Barbara Ellen 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





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paid upon final resolution of title cloud in the event Lessor prevails as owner. 20% royalty. 2+2 term.

Further Affiant sayeth naught.

*Matt Matt*  
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Sworn to and subscribed before me this 26<sup>th</sup> day of April, 2016.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public