ORIGINAL

IN THE SUPREME COURT OF OHIO

State of Ohio ex rel. Claugus Family Farm, L.P.,	)	Case No. 2014-0423
Relator,	)	IN MANDAMUS AND PROHIBITION
v.	)	
Seventh District Court of Appeals, et al.,	)	
Respondents.	)	

EVIDENCE OF RELATOR CLAUGUS FAMILY FARM, L.P.

Daniel H. Plumly (S.Ct. #0016936)
(Counsel of Record)
Andrew P. Lycans (S.Ct. #0077230)
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225 North Market Street, P. O. Box 599
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Fax No. (330) 263-9278
plumly@ccj.com

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The Claugus Family Farm, LP

Michael DeWine (S.Ct. #0009181)
Ohio Attorney General
Sarah Pierce (S.Ct. #008799)
Tiffany L. Carwile (S.Ct. #0082522)
Assistant Attorneys General
Constitutional Offices Section
30 East Broad Street, 16th Floor
Columbus, OH 43215
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Counsel for Respondents The Seventh District Court of Appeals, Judge Gene Donofrio, Judge Joseph J. Vukovich, and Judge Mary DeGenaro

Scott M. Zurakowski (S.Ct. #0069040)
William G. Williams (S.Ct. #0013107)
Gregory W. Watts (S.Ct. #0082127)
Aletha M. Carver (S.Ct. #0059157)
Krugliak, Wilkins, Griffiths & Dougherty Co., LPA
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(330) 497-0700; Fax No. (330) 497-4020
szurakowski@kwgd.com;
bwilliams@kwgd.com; gwatts@kwgd.com;
acarver@kwgd.com

Counsel for Intervening Respondent, Beck Energy Corporation

FILED
SEP 23 2014
CLERK OF COURT
SUPREME COURT OF OHIO

RECEIVED
SEP 23 2014
CLERK OF COURT
SUPREME COURT OF OHIO

IN THE SUPREME COURT OF OHIO

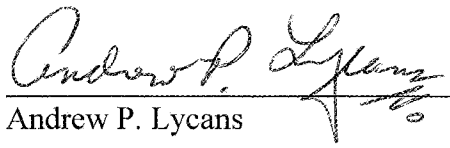
State of Ohio ex rel. Claugus Family Farm, L.P.,	)	Case No. 2014-0423
Relator,	)	
v.	)	**EVIDENCE OF RELATOR CLAUGUS FAMILY FARM, L.P.**
Seventh District Court of Appeals, et al.,	)	
Respondents.	)	

Now comes Relator Claugus Family Farm, L.P. and submits the following evidence in this matter:

1. Affidavit of Bruce A. Claugus;
2. Affidavit of Eli Jr. Miller;
3. Beck Energy Lease dated February 4, 2004;
4. Gulfport Lease dated September 30, 2013; and
5. Gulfport Mineral Ownership Report for Records Reviewed September 4, 1855 to November 22, 2013,

Respectfully submitted,

Daniel H. Plumly, Counsel of Record



Andrew P. Lycans

COUNSEL FOR RELATOR, CLAUGUS FAMILY FARM, L.P.

CERTIFICATE OF SERVICE

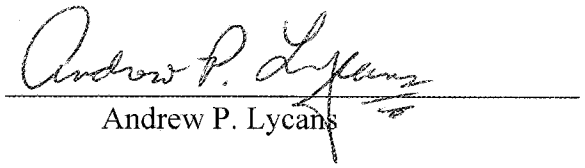
I hereby certify that I served the above *Evidence of Relator Claugus Family Farm, L.P.* to the following by regular U.S. Mail this 22nd day of September, 2014:

Sarah Pierce
Tiffany L. Carwile
Assistant Attorneys General
Constitutional Offices Section
30 East Broad Street, 16th Floor
Columbus, OH 43215

Counsel for Respondents
The Seventh District Court of Appeals, Judge Gene Donofrio, Judge Joseph J. Vukovich, and Judge Mary DeGenaro

Scott M. Zurakowski
William G. Williams
Gregory W. Watts
Aletha M. Carver
Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A.
4775 Munson Street, N.W.
P. O. Box 36963
Canton, OH 44735

Counsel for Intervening Respondent Beck Energy Corporation



Andrew P. Lycans

EXHIBIT 1

IN THE SUPREME COURT OF OHIO

State of Ohio ex rel. Claugus Family Farm, L.P.,	)	Case No. 2014-0423
Relator,	)	IN MANDAMUS AND PROHIBITION
v.	)	
Seventh District Court of Appeals, et al.,	)	**AFFIDAVIT OF BRUCE A. CLAUGUS**
Respondents.	)	

I, Bruce A. Claugus, being first duly sworn and cautioned, hereby depose and state as follows:

1. I am of lawful age, under no disability and have personal knowledge of the matters hereinafter referred to.

2. I am the Managing Partner of Claugus Family Farm, L.P. ("Claugus Family"), a family limited partnership duly organized under the law of the State of Ohio.

3. The Claugus Family purchased a farm encompassing approximately 60.181 acres in Monroe County, Ohio on February 21, 2006. The Claugus Family purchased the entire interest in the property, including the interest in the mineral estate.

4. A prior owner of the property signed an oil and gas lease with Beck Energy Corporation ("Beck Energy") on February 4, 2004 (hereinafter the "Beck Energy Lease"). A true and accurate copy of this lease is attached to the Evidence of Relator as Exhibit 3.

5. The primary term of the Beck Energy Lease was ten years; the secondary term was to continue "so much longer thereafter as oil or gas or their constituents are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil or gas."

6. To date, no well has been drilled on the property; oil and gas have not and are not being produced in paying quantities; Beck Energy did not operate the property in search of oil or gas; and Beck Energy expressed no judgment regarding future production; and (pursuant to the terms of the lease) the lease therefore terminated at the end of the primary term as of midnight on February 3, 2014.

7. On September 30, 2013, the Claugus Family signed a Paid-Up Oil & Gas Lease with Gulfport Energy Corporation (hereinafter the "Gulfport Lease") covering the property. A true and accurate copy of this lease is attached to the Evidence of Relator as Exhibit 4.

8. The Gulfport Lease provides that the Claugus Family is to receive $7,000 per net mineral acre for which title is confirmed, along with a 20% royalty from any oil and gas produced. Thus, the Claugus Family is to receive bonus money totaling $421,267.00; potential royalties could total millions of dollars.

9. The Gulfport Lease includes a 90 day "title period," during which Gulfport reviewed title to the property for title defects.

10. Oil and gas leases not released of record do not constitute title defects under the Gulfport Lease, provided the primary term of such oil and gas lease has expired by its terms and no producing oil and gas well has been drilled pursuant to the lease.

11. A 180 day "cure period" follows the title period, during which the Claugus Family may attempt to cure any title defects.

12. Because the primary term of the Beck Energy Lease did not expire until midnight on February 3, 2014, the Beck Energy Lease constituted a title defect, which caused Gulfport to reject title to this acreage.

13. The Beck Energy Lease, however, was scheduled to expire during the cure period, absent the events specified in paragraph 5 above. Thus, the expiration of the Beck Energy Lease would cure the title defect, allowing the Claugus Family to receive the bonus money and any royalties from a well drilled under the Gulfport Lease.

14. I have reviewed the Beck Energy Lease set to expire at midnight on February 3, 2014 and it is a Form G&T (83) lease. Thus, the Claugus Family would be a member of the proposed class as defined by the Common Pleas Court.

15. The Claugus Family never has been provided notice of the class action, never was provided with notice of the order purporting to toll its lease with Beck Energy, and never has been given the opportunity to opt out of the class action.

16. Due to the expiration the primary term of the Beck Lease being only a couple of months away from the date of the signing of the Gulfport Lease, I would not have joined the class action lawsuit and if properly provided notice, I would have opted out of the class.

17. If allowed to stand, the Seventh District's Judgment Entry would prevent the Beck Energy Lease from expiring pursuant to its own terms during the cure period of the Gulfport Lease.

18. The 180 day "cure period" set forth in the Gulfport Lease ended on June 27, 2014, well after the Beck Lease expiration of the primary term.

19. At the present time and due to the tolling order there is a cloud on the title to my real estate and it is not possible for me to know what I own, what I can lease or what I can

sell. If the Beck Lease had been permitted to expire of its own terms, none of these questions would exist.

20. I have reviewed the title report prepared for Gulfport with respect to the acreage in question and the tolling order does not appear in the chain of title, a true and accurate copy of the summary to this title report is attached as Evidence of Relator Exhibit 5.

21. The cloud of the tolled Beck Energy Lease effects the value of my real estate in a number of ways:

    (a) My real estate is more valuable on a per acre basis if there is no existing oil and gas lease on my property. This is particularly true when I have not received any bonus or payment for the existing tolled Beck Energy Lease. When I purchased the property the Beck Energy Lease was set to expire earlier this year. Absent the tolling order this lease would have already expired and I would be entitled to lease my property or not lease my property as I saw fit. I would receive the benefit of that decision and instead there is now a cloud on the title of undetermined duration for which I have received no value;

    (b) The Gulfport Lease that has a 20% royalty interest which increases the value of my mineral interest over the tolled Beck Energy Lease which has a 12.5% royalty interest;

    (c) My adjacent property in Monroe County of approximately 900 acres is negatively affected by the tolling of the Beck Energy Lease in that there is an inability to "block" and lease all of my acreage which makes it less likely that all of my property will be unitized for a drilling unit(s) or that any drilling unit created will best utilize all of my acreage; and,

    (d) Because the time to resolve the underlying *Hupp v. Beck Energy* litigation may extend beyond the development of Gulfport or other oil and gas developers of the oil and gas resources in the area, the acreage covered by the Beck Energy Lease could become "orphaned" acreage. Accordingly, the acreage covered by the Beck Energy Lease may not be included in any unit and the possibility is greatly increased that this acreage might not be pooled or unitized at all. The uncertainty surrounding the acreage covered by the tolled Beck Energy Lease creates a negative impact on all of my acreage, and not just the tolled Beck Energy Lease acreage.

22. The Claugus Family brings this action to insure that due process rights established by the Fourteenth Amendment to the United States Constitution and Article I, §16 of the Ohio Constitution are followed and that the constitutional rights of the Claugus Family are protected and upheld.

FURTHER AFFIANT SAYETH NAUGHT.

Bruce Claugus

Affirmed and subscribed in my presence this 18th day of September, 2014.

Notary Public

JENNIFER FREEMAN
Notary Public, State Of New York
No. 02fr5017529
Qualified In New York County
Commission Expires ~~Sept. 7, 2001~~

4-2-18

4826-5122-2558, v. 1

EXHIBIT 2

IN THE SUPREME COURT OF OHIO

State of Ohio ex rel. Claugus Family Farm, L.P.,	)	Case No. 2014-0423
Relator,	)	IN MANDAMUS AND PROHIBITION
v.	)	**AFFIDAVIT OF ELI JR. MILLER**
Seventh District Court of Appeals, et al.,	)	
Respondents.	)	

I, Eli Jr. Miller, being first duly sworn and cautioned, hereinafter state as follows:

1. I am of lawful age, under no disability and have personal knowledge of the matters hereinafter referred to.

2. I am a licensed real estate agent in the State of Ohio and deal extensively with buying and selling of real estate with and without mineral interests.

3. I have considerable knowledge in the Monroe County, Ohio area having been involved in the purchase and sale of considerable acreage in the county with and without oil and gas leases and where the surface and subsurface rights having been divided.

4. Vacant land sells in Monroe County, Ohio fall predominantly into one of the following categories with the value of the land depending on what is available for sale: (a) vacant land without any oil and gas lease encumbering the property and all oil and gas rights available for sale. Property in this category sells in the range of $10,000.00 to $15,000.00 per acre; (b) vacant land subject to an oil and gas lease with the purchaser being entitled to receive a 12.5% royalty. Property in this category sells in the range of $8,000.00 to $12,000.00 per acre; and, (c) vacant land where the oil and gas rights have been severed so that the purchaser only acquires the surface rights without oil and gas rights. Property in this category sells in the range of $1,500.00 to $2,500.00 per acre.

5. Royalty interests are sold in the range of$500.00 to $700.00 per percentage point held by the mineral interest owner. Most landowner royalties range from 12.5% to 20%. Accordingly, a 12.5% royalty interest would sell in the range of $6,500.00 to $9,500.00 per acre and a 20% royalty interest would sell in the range of $8,000.00 to $15,000.00 per acre.

FURTHER AFFIANT SAYETH NAUGHT.

Eli Jr. Miller

Affirmed and subscribed in my presence this 18th day of September, 2014.

GARRETT M. ROACH
Attorney at Law
Notary Public, State of Ohio
My Commission Has No
Expiration Date
Section 147.03 R.C.

Garrett M Roach
Notary Public

4841-2532-5086, v. 1

EXHIBIT 3

Requested By: staffbb 09/19/2014

Certified True Copy
09-19-2014 At 12:53 pm.
ANN BLOCK
RECORDER
MONROE COUNTY, OHIO

OIL AND GAS LEASE

Form G&T (83)

THIS AGREEMENT, made and entered into this 4 day of FEBRUARY, 20 04, by and between FRANCIS W. JEFFERS AND BARBARA J. JEFFERS (H+W) 43400 SUGARTREE RD. WOODSFIELD, OHIO 43793 (Phone) (740) 472-1588 of

hereinafter called the Lessor, and

BECK ENERGY CORPORATION, Box 1070, Ravenna, OH 44266

hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of one dollar ($1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operation for, producing and removing oil and gas and all the constituents thereof, and of injecting air, gas, brine and other substances from any source and into any subsurface strata, other than potable water strata and workable coal strata, (including but not limited to the right to inject any wells on the leasehold property and to otherwise conduct all such secondary or tertiary operations as may be required in the opinion of the Lessee,) and to transport by pipelines or otherwise across and through said lands oil, gas and their constituents from the subject and other lands, regardless of the source of such gas or the location of the wells, which right to transport gas from other properties across the leasehold premises shall survive the term of this lease for so long as the transportation of such gas may be desired by the Lessee, and of placing of tanks, equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at all times for the aforesaid purposes, being all that certain tract of land situated in Section/Lot/District No. 9 of GREEN Township MONROE County, Ohio, bounded substantially as follows:

North by lands of CLAUGUS

East by lands of ROTH AND LAUDER

South by lands of SECTION LINE

West by lands of SECTION LINE

being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/Districts, containing 64 acres, more or less, and being the property described in Deed Volume _____, Page _____ of the _____ County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of ten years and so much longer thereafter as oil or gas or their constituents are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil or gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within -12- months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of 64.00 Dollars each year, payments to be made quarterly until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced.

4. In consideration of the premises the Lessee covenants and agrees:
(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipelines.
(B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and stipulated flowing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation or compression paid by Lessee to deliver the gas for sale. Payment of royalty for gas marketed during any calendar month to be on or about the 30th day after receipt of such funds by the Lessee.
(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by any government body.
(D) In the event Lessee does not sell the gas to others, Lessor shall be paid on the basis of the lowest field market price paid by any public utility in the state at the well head for gas of like kind and quality, and on the same basis that such utility would pay for such gas, including any escalation in price that such utility would pay for such gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to FRANCIS W. JEFFERS
SAME AS ABOVE

Requested By: staffbb 09/19/2014

15. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

16. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots, and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

17. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

18. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them. Lessor further agrees to sign such additional documents as may be reasonably requested by Lessee to perfect Lessee's title to the oil and gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others.

20. THE LESSOR AND LESSEE WILL MUTUALLY AGREE ON LOCATIONS OF ALL WELL LOCATIONS AND INGRESS ROADS.

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

Signed and acknowledged in the presence of:	Signatures	Social Security or Tax ID No.
James M. Beck	Francis W. Jeffers	
	FRANCIS W. JEFFERS	
	Barbara J. Jeffers	
	BARBARA J. JEFFERS	

STATE OF OHIO)
COUNTY OF MONROE) SS:

INDIVIDUAL

Before me a Notary Public in and for said county and state personally appeared the above named FRANCIS W. JEFFERS AND BARBARA J. JEFFERS

acknowledged to me that THEY did execute the foregoing instrument and that the same is THEIR free act and deed for the purposes therein set forth.

EXHIBIT 4

MEMORANDUM OF PAID UP OIL AND GAS LEASE

This Memorandum of Paid Up Oil and Gas Lease made this 23 day of September 2013 but effective the 23rd day of September,2013, by and between **Claugus Family Farm, L.P.** of 555 Main Street, Apt S 715, New York, NY 10044, hereinafter called "Lessor(s)", and **GULFPORT ENERGY CORPORATION** ("Gulfport"), a Delaware Corporation with a mailing address of 14313 N. May Avenue, Suite 100, Oklahoma City, OK 73134, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, Lessor did make and execute in favor of Lessee an Oil and Gaz Lease dated and effective September 23, 2013, which provides for a five (5) year primary term covering Lessor's interest in the following described lands:

Tax Parcel Identification Number; Twp/Section/Twp No/Range/Qtr:
09-013002.0000; Green/9/4/5/NW & SW ¼

and is bounded formerly or currently as follows:

On the North by lands of Claugus Family Farm, L.P.;
On the East by lands of Mark S. Luzader et al;
On the South by lands of Center Twp;
On the West by lands of Section Line;

Containing 60.181 acres, more or less, and located in the Township of Green, in the County of Monroe, State of Ohio, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof. Said lands were conveyed to Lessor from BVL, Inc., by virtue of Warranty Deed dated March 25, 2011, and recorded in Deed Book 202, at Page 769, at the Recorder's office of Monroe County, Ohio. This lease may be extended for an additional term of five (5) years upon additional consideration paid to Lessor pursuant to the terms of the Oil and Gas Lease.

This Memorandum of Oil and Gas Lease is being made and filed for the purpose of giving third parties notice of the existence of the Lease described above. The execution, delivery and recordation of this Memorandum of Oil and Gas Lease shall have no effect upon and is not intended as an amendment of the terms and conditions of the Lease. It is the intent of the Lease to lease Lessor's interest in and to the properties described herein, whether or not the tracts recited herein are properly described.

EXECUTED this 23rd day of September, 2013.

LESSOR:

Bruce Claugus, Managing ~~Member~~ Partner
Claugus Family Farm, LP

PARTNERSHIP ~~INDIVIDUAL~~ ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF MONROE)

On this, the 3rd day of September, 2013, before me Daniel H. Plumly, the undersigned officer, personally appeared Bruce Claugus, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained. managing partner of Claugus Family Farm, LP,

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

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

NOTARIAL SEAL STATE OF OHIO

DANIEL H. PLUMLY
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 RC

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2013, by _____, _____, of _____, a _____ corporation, on behalf of the corporation.

Given under my hand and seal this _____ day of _____ 2013.

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

Recorder: Prepared By and Return To:
Gulfport Energy Corporation
14313 N. May Ave., Suite 100
Oklahoma City, OK 73134

COPY

PAID-UP

OIL & GAS LEASE

This Lease made this 24 day of September 2013, by and between Claugus Family Farm, L.P. of 555 Main Street, Apt S 715, New York, NY 10044, hereinafter collectively called "Lessor," and **GULFPORT ENERGY CORPORATION**, a Delaware Corporation with a mailing address of 14313 N. May, Suite 100, Oklahoma City, OK 73134, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

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

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

Tax Parcel Identification Number; Twp/Section/Twp No/Range/Qtr:
09-013002.0000; Green/9/4/S/NW & SW ¼

and is bounded formerly or currently as follows:

On the North by lands of Claugus Family Farm, L.P ;
On the East by lands of Mark S. Luzader et al;
On the South by lands of Center Twp;
On the West by lands of Section Line;

"See Exhibit "A" attached hereto and made a part hereof for Other Provisions of this lease"

including lands acquired from BVL, Inc., by virtue of Warranty Deed dated March 25th, 2011, and recorded in Deed Book 202, at Page 769, at the Recorder's office of Monroe County, Ohio, and described for the purposes of this agreement as containing a total of 60.181 acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of Five (5) years from 12:00 A.M. September 24, 2013 (effective date) to 11:59 P.M. September 30, 2018 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground

Lessor(s) Initials: PAC
Jeffers

storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of five (5) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an extension payment of the same consideration as was paid in this lease per Leasehold acre, only insofar as those acres intended to be renewed by Lessee. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

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

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

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

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

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

1. OIL: To deliver to the credit of Lessor, free of cost, a Royalty of the equal twenty percent (20.00%) part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. GAS: To pay Lessor an amount equal to twenty percent (20.00%) of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars ($50.00).

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

(D) SHUT-IN: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders

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the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

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

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

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

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

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

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

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

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

FACILITIES. Lessee shall not drill a well on the Leasehold within 500 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands

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pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this 28th day of September 2013

LESSORS:

Bruce A Claugus, Managing Partner

Claugus Family Farm, L.P.
By: Bruce Claugus, Managing Partner

PARTNERSHIP ~~XXXXXXXXXXXX~~ ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF MONROE)

On this, the 30 day of September 2013, before me Daniel H. Plumly, the undersigned officer, personally appeared Claugus Family Farm, L.P., known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. by Bruce Claugus, Managing Partner,

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

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

NOTARIAL SEAL STATE OF OHIO

DANIEL H. PLUMLY
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 RC

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2013, by _____, _____, of _____, a _____ corporation, on behalf of the corporation.

Given under my hand and seal this ____ day of _____ 2013.

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

Recorder Return To & Prepared By:
GULFPORT ENERGY CORPORATION, 14313 N. May Ave., Suite 100, Oklahoma City, OK 73134

Lessor(s) Initials: BAC
Jeffers

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated September 30TH, 2013, by and between Claugus Family Farm, L.P., as Lessor, and Gulfport Energy Corporation, as Lessee.

1. **Conflict of Terms:** Notwithstanding anything to the contrary considered in the Oil and Gas Lease to which this Addendum is attached and made a part of, the provisions of this Addendum shall prevail whenever in conflict with the provisions of the Oil and Gas Lease.

2. **Property Description:** Notwithstanding any other provision in the Lease, including that provision being what is commonly known in lease terminology as a "Mother Hubbard Clause", it is understood and agreed that the Lease is valid only as to the specific parcels described and identified in the Lease. Lessor and Lessee intend that only Lessor's property consisting of acres described on Warranty Deed, Volume 202, Page 769, is to be leased and no other property of Lessor is to be affected by this Lease. This Lease does not include parcels adjacent or contiguous to the land described in the Lease that is also owned or claimed by Lessor, which is not specifically described in the Lease. The Lease, to which this Addendum is attached, shall be deemed to cover the lands intended to be covered by and described in this Lease without regard for the correctness of the legal description herein, and without regard for any acreage discrepancies in the parcels listed; however, Lessor agrees to execute an supplemental instrument requested by Lessee for a more complete or accurate description of said land should any discrepancies arise.

3. **Reservation:** Lessor and Lessee hereby agree that Lessor's mineral rights from the surface to the base of the Berea Shale Formation and Lessor's mineral rights as to the Clinton Sandstone Formation are specifically excluded from this lease. To the extent that Lessor owns wells located on its property, this Lease shall not apply to the formation(s) into which such wells are completed.

4. **Oil and Gas Only:** This Lease covers only oil and gas. The term "oil and gas" means oil, gas, and other liquid and gaseous hydrocarbons and their constituents and by-products produced through a well bore. Thus, this Lease does not include and there is hereby excepted and reserved unto Lessor all the sulfur, coal, lignite, uranium and other fissionable material, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances (excepting those described above) presently owned by Lessor in, under, or upon the Leased Premises, together with right of ingress and egress and use of the Leased Premises by Lessor or its lessees or assignees for the purpose of exploration for and production and marketing of materials and minerals reserved hereby; provided, however, Lessor's right to develop the reserved minerals shall not interfere with the rights herein granted to Lessee.

5. **Activity:** Lessee shall engage in no other activity on the Leased Premises except those directly related to the drilling and production of oil, gas and related hydrocarbons. Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described Leased Premises shall **NOT** be used for:

A) **No Gas Storage.** Notwithstanding anything to the contrary contained in the Lease, Lessee is not granted any right whatsoever to use the Leased Premises, or any portion thereof, for gas, oil, or, brine storage purposes except for those surface tanks required for the temporary storage of produced liquids to be timely hauled off the Leased Premises;

B) **No Disposal.** Lessee is not granted any right whatsoever to use the Leased Premises, or any portion thereof, for construction and/or operation of any disposal well, injection well, or the construction and/or operation of water disposal facilities;

C) **No Compressor.** This Lease does not grant Lessee the right to construct compression facilities on the Leased Premises;

D) **No Foreign Pipelines.** Without a separate written agreement, pipelines shall not be constructed over, across, or through the Leased Premises except for those used to transport oil and/or gas from a well(s) drilled on the Leased Premises or lands pooled therewith;

E) **No Laydown Privileges.** Lessee agrees that the Leased Premises described herein will not be used as a central processing facility or storage area for equipment and materials;

F) **Hunting.** Lessee agrees that its employees, agents, subcontractors, and independent contractors shall have no right to and are prohibited from firing any firearms, hunting or fishing, on the Leased Premises, without the written

permission of the Lessor; and,

G) **Non-Disturbance.** Lessee and its employees and authorized agents shall not disturb, use or travel upon any of the land of Lessor not being used in accordance with this Lease.

6. **Commencement of Operations:** The term "operations" as used in this Lease shall mean only (a) the production of oil, gas, or other liquid hydrocarbons in paying quantities subsequent to drilling or (b) the actual drilling, fracturing, fracking, hydrofracing, completing, reworking, recompleting, deepening, plugging back or repairing of a well to obtain production of oil or gas, conducted in good faith and with due diligence, whether on the Leased Premises or any lands unitized or contiguously pooled therewith. The term "operations" shall not include conducting seismic or other testing, or the laying of pipeline across the Leased Premises.

7. **Notice of Operations and Agency Actions:** Lessee shall give Lessor advanced written notice of the spud date, commencement and completion of drilling or other well bore completion operations, temporary abandonment, and plugging and final abandonment of any well on the Leased Premises or in a drilling Unit which contains all or a portion of the Leased Premises. Such notice shall be provided or delivered to Lessor no less than thirty (30) business days prior to such an event. Lessee shall give Lessor written notice of any hearings or actions, whether by a governmental agency or a court, affecting the Leased Premises; such notice shall be provided or mailed to Lessor within two (2) business days following the date that Lessee learns the same.

8. **Conduct of Operations:** Lessee shall cooperate with Lessor conducting its operations to minimize any interference with the commercial, agricultural or residential use of the Leased Premises. If Lessee in the course of its operations hereunder interferes with Lessor's ingress and egress routes, Lessee will provide reasonable alternate temporary access to help minimize the disruption. In addition:

A) Lessee shall not use Lessor's existing roadways without Lessor's written consent. All ditching and grading shall be to the standards as established by the township in which the Leased Premises are located for road construction and maintenance. Any roadway constructed by or for Lessee shall not exceed twenty (20) feet in width for the actually traveled roadbed and following the existing contours of the surrounding surface, together with a reasonable width, not to exceed six (6) feet from either edge of the actually traveled roadbed for fills, shoulders, and crosses. Lessee shall maintain said roadways to the reasonable satisfaction of Lessor, which maintenance may include shaling, ditching, graveling, blading, installing, and cleaning culverts, suppressing dust and spraying for noxious weeds. To the degree practicable, operations shall be designed and laid out to be concentrated in a single area so as to avoid unnecessary utilization of surface areas. To the degree practicable, pipelines, and roadways are to be within the same corridor. Lessee shall make every effort to use existing logging and township roads. No roadways shall be permitted on the Leased Premises for wells, or operations not located on the Leased Premises or lands contiguously pooled or unitized therewith.

B) Lessee shall be responsible for any damages caused by Lessee's operations to above ground and underground utilities, sanitary sewers, storm drains, catch basins, drainage tile, and drainage ditches. Lessee shall promptly and immediately replace any barriers, including, but not limited to, fences and stonewalls removed by Lessee during its operations on said land. Lessee shall promptly replace any drain tile removed or damaged by Lessee during its operation on the Leased Premises.

C) Lessee shall bury all pipelines to a depth not less than thirty-six (36) inches from the surface to the top of the pipelines. All pipelines shall be conspicuously marked by Lessee. If Lessee chooses to lay plastic lines, said lines shall be marked by a tracer wire for purposes of electronically locating such lines. This right may not be assigned to a utility company, pipeline company or anyone else who owns no interest in the Leased Premises or not otherwise contracted or affiliated with Lessee for the purpose of carrying out the rights and obligations under this Lease. No right is granted to piggyback or expand on this term of the Lease to install electric, telephone or data lines. The right to use said pipelines terminates when production from the Leased Premises permanently ceases.. After Lessee's right to use a pipeline on the Leased Premises terminates, Lessee shall promptly take all actions necessary or desirable to clean up, mitigate the effects of use, and render the pipeline environmentally safe and fit for abandonment in place. All such clean up and mitigation shall be performed in compliance with all applicable federal, state, and local laws and regulations, including without limitation, environmental laws. Lessee is to allow Lessor unrestricted access to and crossing of the surface by equipment typically utilized in local agricultural and timbering activities,

including but not limited to tractors, plows, combines, harvesters, forwarders, loaded trucks and loaded trailers. Lessor may construct livestock fences on the Leased Premises so long as such fences do not interfere with Lessee's operations. Lessee shall "double ditch" all soil disturbances so that all topsoil will be replaced on the surface. The width of the graded pipeline right-of-way shall not exceed thirty (30) feet, with reasonable additional width required for construction, reclamation, repair and maintenance purposes. Lessee agrees that the location of any and all pipelines shall be subject to the mutual agreement as provided for elsewhere in this Addendum, and in any case shall be subject to the prior consent of the Lessor. All pipelines on the Leased Premises shall be located in the same thirty (30) foot right of way. Any pipelines constructed pursuant to the terms of this Lease shall be for transporting oil and/or gas from a well(s) drilled on the Leased Premises or lands contiguously pooled therewith unless Lessor and Lessee enter into a separate written agreement.

D) Lessee shall, during the operation of the drilling and afterward, clean the site and all appropriate areas, including areas of ingress and egress, spread the appropriate gravel, road fabric, plastic culverts, properly maintain all approaches and driveways, maintain all areas in a clean and orderly manner, maintain all tanks and equipment in a clean, painted condition, mow all grass and weeds (as needed) and grade all areas to the reasonable and prudent satisfaction of Lessor. All roads shall be appropriately crowned to foster drainage.

E) All motors used in the operation of any wells shall be electrical, where practical and economical. Lessee will use its best efforts to minimize noise caused by Lessee's operations on the Leased Premises.

F) All access roads used by Lessee pursuant to its drilling and production operations on the Leased Premises shall be kept in passable condition, free of significant ruts. Lessee and its employees and authorized agents shall not disturb, use or travel upon any of the land of Lessor not being used due to this Lease.

G) Prior to use of Lessee's means of ingress or egress, Lessee shall receive all proper permits and post all bonds required by any governmental authority relative to the use of said roadways.

H) Lessee will consult with Lessor and with the independent power company supplying power to Lessee with respect to the location of overhead power lines prior to construction. Overhead power lines will be constructed so as to cause the least possible interference with Lessor's visual landscape and Lessor's existing and future use of the Leased Premises, and to the maximum extent possible overhead power lines will be constructed along fence lines or property lines. All overhead lines shall not hang lower than fourteen (14) feet above the terrain. All power lines constructed by Lessee downstream of the independent power company's meters shall be buried and all power line trenches shall be fully reclaimed and reseeded to the satisfaction of Lessor. For buried lines, Lessee shall pay Lessor a one-time payment of Twenty-Five Dollars ($25.00) per rod (16.5 ft.) unless such power line is installed in the same ditch and the same time as the pipelines described herein. Any lines authorized under this paragraph shall be buried to a depth of at least thirty-six (36) inches below grade, and at a location consented to by Lessor, however such consent shall not be unreasonably withheld, conditioned or delayed.

I) Subject to economic reasonableness, Lessee agrees to plan surface operations in a manner that will reduce or minimize the intrusion to crop fields. Lessee shall compensate Lessor or Lessor's tenant (but not both) for the damage to or loss of growing crops caused by Lessee's operations at the greater of (i) current market value, or (ii) contract price.

J) Lessee shall promptly: (i) upon written request of Lessor, construct gates on all access roads on the Leased Premises, and provide a key to the gate and allow free use by Lessor or in lieu of gates, install cattle guards; (ii) upon written request of Lessor, fence all producing wells, tank batteries, pits, separators, drip stations, pump engines, and other equipment placed on the Leased Premises, with a fence capable of turning sheep, goats, and cattle; (iii) keep fences constructed by Lessee on the Leased Premises in good repair; and (iv) keep all gates and fences constructed by Lessee closed at all times.

K) Lessee shall construct or install all well sites, access roads, and pipeline rights-of-way in a manner which would minimize any related soil erosion.

Further, any related reclamation shall be done in a manner which restores said land as nearly to original contours as reasonably possible.

L) No well shall be drilled nearer than five hundred (500) feet of any building, water well, spring, pond, or septic system on the Leased Premises without the written consent of Lessor. No pipeline, tanks, or separators shall be constructed nearer than two hundred fifty (250) feet of any building, water well, spring, pond, or septic system on the Leased Premises without the written consent of Lessor. For purpose of this paragraph, the distance restrictions contained herein, as it pertains to well pad, shall be measured from the edge of the well pad nearest to the structure in question, and not from the bore hole.

M) Lessee and Lessor agree that prior to the removal of any and all timber resulting from Lessee's operations under this Lease, an appraisal shall be constructed by a qualified third party forester, and Lessee shall pay Lessor the said appraisal value prior to harvesting. The independent timber appraisal shall include in the valuation of timber the future value, if any, of trees not yet marketable. Lessee shall notify Lessor prior to the removal of any standing timber in a sufficiently timely manner, and in no event later than thirty (30) calendar days prior to any removal of timber, so as to allow Lessor to obtain an appraisal of such timber. Lessor shall have the option to take payment from Lessee for said timber at the appraised value prior to its removal or to take possession of said timber after its removal by Lessee, or at the option of Lessor, the timber may be harvested by Lessor.

If Lessor opts to take possession after Lessee removes any timber, Lessee shall cut and set aside logs so as to be accessible, exercising due care in cutting and handling said timber so as to preserve its market value. Lessee shall remove any uprooted stumps from the Leased Premises at Lessor's request.

N) Lessee shall not use water from Lessor's wells, ponds, lakes, springs, creeks, reservoirs ("Water") located on the Leased Premises or be permitted to drill any water wells on the Leased Premises, without written consent of the Lessor under a separate agreement. Lessee also agrees to compensate Lessor for water in said separate agreement. In drilling oil and/or gas wells, Lessee shall advise Lessor, upon written request of Lessor, of the depth of any fresh water bearing formations encountered by Lessee during drilling operations in order to assist Lessor in identifying the location of potable water.

Lessee shall have Lessor's current water supply sampled and tested prior to the drilling of any well within 1,000 feet of Lessor's water supply located on the leased premises. Should Lessor experience a material adverse change in the quality of Lessor's water supply as the result of the drilling of any well by Lessee within 1,000 feet of Lessor's water supply located on the leased premise, during or immediately after the completion of Lessee's drilling operations; Lessee shall, within forty-eight (48) hours of Lessor's written request, sample and test Lessor's water supply at Lessee's expense. Should such test reflect a material adverse change as the result of Lessee's drilling operations of any well drilled within 1,000 feet of Lessor's water supply located on the leased premises, Lessee, at Lessee's expense, agrees to provide Lessor with potable water until such time as Lessor's water source has been repaired or replaced with a source of substantially similar quality. The water testing shall be conducted to Ohio EPA standards for potable non-transient use. In the event the Leased Premises are used for agricultural purposes where the quality of water is regulated and Lessee's operations negatively impact the water supply for such operations, Lessee shall immediately provide water meeting such requirements as to quality and within a time period necessary to fully comply with all regulations relating thereto. Lessor agrees that should any pollution or reduction of any water supply after drilling operations commence and for six (6) months thereafter occur on the Leased Premises, Lessee will as soon as reasonably practicable enlist the help of an independent engineer or consultant to remedy the pollution.

O) Dikes, firewalls or other methods of secondary containment must be constructed and maintained at all times around all tanks, separators and other receptacles so as to contain a volume of liquid equal to at least 1.25 times the total volume of such tanks, separators and other receptacles located within the boundaries of the firewall and comply with State of Ohio regulations. Lessee shall keep all tanks and other equipment at each well location painted, and shall keep the well site and all roads leading thereto free of all noxious weeds and debris.

P) Lessee shall have no right to dig any pits on the Leased Premises except with Lessor's prior written consent; provided, however, that Lessee may, without Lessor's consent, dig and use pits or impoundments for drilling and completion

operations if (i) such pits or impoundments conform to State of Ohio requirements, (ii) such pits are used for water fresh storage only and not for frac fluid storage, (iii) each pit or impoundment is planned to be deep enough to allow at least thirty-six (36) inches of backfill over the liner after grading to the surrounding pre-drill contours, and (iv) pits or impoundments are drained and all pit liners and pit contents are removed from the Leased Premises and disposed of at Lessee's cost within ninety (90) days (weather permitting) promptly after completion of operations. Lessee shall immediately notify Lessor and the State of Ohio if any pit lining is torn, punctured, or otherwise breached, allowing any fluid contained in or designated to be contained in, a pit or impoundment to seep, leak or overflow through or around the liner. All of the provisions set forth in this Addendum, including the acreage fee and acreage limitation, shall apply to this Paragraph. No pits shall be permitted on the Leased Premises for wells or operations not located on the Leased Premises or lands contiguously pooled or unitized therewith.

Q) Lessee shall not use, dispose, or release on the Leased Premises or to permit to exist or be used, disposed of or released on the Leased Premises as a result of its operations, any substances (other than those Lessee has been licensed or permitted by applicable public authorities or governmental entities with jurisdiction to use on the Leased Premises) which are defined as a "hazardous material" or "toxic substance" or "solid waste" in applicable federal, state, or local laws, statutes or ordinances. Should any hazardous material, toxic substance, or solid waste be released on the Leased Premises, for any reason, in any quantity, Lessee shall notify all appropriate governmental entities of such an event, and then immediately thereafter notify the Lessor.

R) All reseeding shall be done with suitable grasses selected by Lessor and during a planting period selected by Lessor. Reseeding shall be performed in a manner to place the Leased Premises in a condition that is as close as possible to its pre-drilling condition. In the absence of direction from the Lessor, no reseeding (except for borrow pits) will be required on any existing access roads. It shall be the duty of Lessee to insure that a growing ground cover is established upon the disturbed soils and Lessee shall reseed as necessary to accomplish that duty, Lessee shall inspect disturbed areas at such times as Lessor shall reasonably request in order to determine the growth of ground cover and/or noxious weeds, and Lessee shall reseed ground cover and control noxious weeds from time to time to the extent necessary to accomplish its obligations hereunder.

S) Lessor may request in writing to move or relocate Lessee's access road(s) and pipeline(s) to reasonably facilitate Lessor's use of the Leased Premises, provided however that such relocation i.) is approved in writing by Lessee, and ii.) shall be at Lessor's sole cost and expense, and iii.) relocation work is performed by Lessee or Lessee's designated contractor working at the direction of Lessee, and iv.) does not interfere with Lessee's operations on the Leased Premises.

T) Lessee's operations on said Leased Premises shall comply with all applicable federal, state, and local law and regulations.

U) Lessee's rights hereunder may include burying or otherwise constructing necessary phone, electric, and data collection lines on the Leased Premises in connection with production from the Leased Premises, but such rights may not be assigned to a utility company, pipeline company, or anyone else who owns no interest in the Leased Premises or is otherwise not contracted or affiliated with Lessee for the purpose of carrying out the rights and obligations under the Lease. The right to use said pipelines terminates when the Lease expires or terminates.

9. **Lessor's Use of Lessee's Roads:** Upon Lessee's written permission Lessor shall be permitted to utilize any leasing road and/or access road constructed by Lessee upon the Leasehold pursuant to the terms and conditions of this Lease for personal, agricultural, non-commercial, use and enjoyment. Lessor agrees and acknowledges that any such use and enjoyment shall be done at their sole risk and hereby agrees to release Lessee from any and all damages, whether personal or real, suffered as a result of such use and enjoyment. Lessor further agrees and acknowledges that the rights and benefits provided for in this paragraph are intended for the sole and exclusive use and enjoyment of Lessor and their immediate family and in no way creates rights in a third party beneficiary.

10. **No Interference with Alternative uses Prior to Leases:** Lessee agrees that any operations conducted pursuant to the terms and conditions of this Lease shall not unreasonably interfere with Lessor's usage of the premises including, but not limited to, raising of livestock, transmission towers, windmills, housing, harvesting timber,

recreation or other alternative use of the Leased Premises for the financial benefit or enjoyment of Lessor. Lessor acknowledges at times there may be temporary inconveniences affecting Lessor's surface usage and the parties shall mutually cooperate to minimize the inconvenience. The parties also agree to provide reasonable notice to each other of any intended change or increase in the use of surface that might affect the other party. Lessee acknowledges all recorded leases upon the premises prior to the date hereof. Lessor may fully and freely use the Leased Premises for any purpose, excepting such parts as are used by Lessee in operation hereunder.

11. **Shut-In Limitation:** Lessee agrees that the shut-in royalty payment provided for in the Lease will be increased to Fifteen Dollars ($15.00) per acre per year. It is understood and agreed that this lease may not be maintained in force for a continuous period of time longer than thirty-six (36) consecutive months, or sixty (60) cumulative months after the expirations of the primary term hereof solely by the provision of the shut-in royalty clause. The shut-in status of any well shall persist only so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving the rise to the shut-in of the well.

12. **Lease Term:** The Lease shall continue beyond the primary term for so long thereafter as any well drilled on the Leasehold or lands pooled or unitized therewith ("Well") produces oil, gas, or their constituents in paying quantities. For purposes of this Lease, a Well produces in "paying quantities" when receipts from the sale of Oil and Gas produced from the Well exceeds the Well's total operating expenses (including all overhead, general and administration costs traceable to the expense of operating and marketing production from the Well). Subject to the limitations contained within the Shut-In royalty provisions of the Lease, the term of the Lease shall continue for any period during which Shut-In royalties are being paid. Additionally, Lessee shall have the option to extend the primary term of this Lease according to the extension described on page two of the Oil and Gas Lease.

13. **Royalty and Gas Measurement:**

As royalties, Lessee covenants and agrees:

A) Oil, Gas and Hydrocarbons. Lessee shall pay Lessor Twenty Percent (20%) of the gross proceeds of all oil, gas, other liquid hydrocarbons and by-products ("Hydrocarbons") produced from or on the Leased Premises and sold by Lessee in an arms' length transaction. In the event that Lessee sells all or part of the Hydrocarbons produced from the Leased Premises to an Affiliated Entity (as defined herein), the value thereof shall be the higher of (i) the sales price received by Lessee, or (ii) the sale price received on all of the Affiliated Entity's sales of the aggregated production volumes, where such aggregated production volumes include production from the Leased Premises during applicable months of sales. Lessee may withhold royalty payment until such time as the total withheld exceeds Fifty Dollars ($50.00).

B) Market Enhancement Clause. It is agreed between the Lessor and Lessee that all royalties or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing ("Costs") the Hydrocarbons produced hereunder; except that Lessee shall be entitled to deduct from Lessor's royalty a proportionate share of the Costs attributable to converting or processing natural gas liquids or condensate into butane, propane, ethane, pentane, etc. However, in no event shall Lessor receive a price per unit that is less than the price per unit received by Lessee after such conversion or processing based on an arms' length transaction.

C) For purposes of this Lease, and "Affiliated Entity" is any corporation, firm, or other entity in which the Lessee, or any parent company, subsidiary or affiliate of Lessee, that owns an interest of more than ten percent (10%) whether by stock ownership or otherwise, or over which Lessee or any parent company, or Affiliated Entity exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or an any other manner; and any corporation, firm or other entity which owns any interest in Lessee, whether by stock ownership or otherwise, or which exercise any degree of control, directly or indirectly, over Lessee, by stock ownership, interlocking directorate or in any other manner. The provision shall apply to all successors and assigns of Lessee.

14. **Governmental Programs, Real Estate Taxes:** Lessee agrees that if any penalty, charge, withdrawal, reimbursement, rollback, or re-capture of tax abatements created or imposed under any governmental program or legislation such as, but not limited to, CAUV, CREP, CRP, and Clean and Green that is levied on Lessor solely as a result of Lessee's operations on Leased Premises, Lessee will reimburse Lessor, upon written request, and Lessor will provide Lessee with a copy of the penalty notice. In the event Lessor's real estate taxes are increased due to Lessee's operation, Lessee agrees to pay yearly to Lessor an amount equal to such increase.

15. **Payments:** Payments of all monies due under this Lease may be made by check, to Claugus Family Farm, L.P., and made payable to 555 Main Street, Apt S 715, New York, NY 10044, or such other location or person as Lessor may notify Lessee, in writing.

16. **Domestic Wells:** Lessee shall take such commercially reasonable precautions necessary to protect the use and operation of any existing oil and gas wells, the wells operations, tanks, lines and equipment on the Leased Premises, regardless of the drilling date. Lessor reserves all rights to any production from any existing oil and gas well. No domestic well shall be plugged except by prior written agreement of the parties hereto. In the event that any domestic well is damaged by Lessee's operations, Lessee shall pay as damages the value of said domestic well as determined by a qualified, independent appraiser.

17. **Prudent Operator:** Subject to economic reasonableness, Lessee will protect the property from drainage, will develop the property after drilling an initial well which is an established producer, will conduct all operations as a reasonably prudent operator, and will attempt to secure a market for production from a well. Lessee agrees to keep all surface disturbances to the minimum area necessary to conduct its operations.

18. **Surface Damage Fee:** Provided that Lessor is the current surface owner of the affected lands at the time of Lessee's surface operations, Lessee agrees to pay Lessor Twenty-Five Thousand Dollars and 00/100 ($25,000) as a supplemental surface damage payment for each pad site built on the herein described leased premises with each well pad to be limited to five (5) acres of disturbed land. In addition, the Lessee is to pay Lessor an additional Five Thousand Dollars ($5,000.00) for each additional disturbed acre beyond five (5) acres, but in no event shall the total disturbed land on the Leased Premises exceed ten (10) acres without the prior written consent of the Lessor. Said compensation does not include damages to Lessor's surface area for loss of crops or timber, or for any catastrophic incidents (i.e., fires, sinkholes, etc.) caused by operations of Lessee, its employees, contractors, subcontractors, agents, or representatives.

19. **Restore Premises to Pre-Drilling Conditions:** Within a reasonable time after completion of all wells to be drilled on any well pad, Lessee shall restore the Leased Premises as nearly as practicable to pre-drilling conditions, remove all debris, equipment, and personal property which Lessee placed on the Leased Premises not needed for the operation of producing wells. In no event, absent extraordinary circumstances, shall such restoration be delayed beyond eighteen (18) months from completion of any well drilled on any well pad. The area containing the wellhead equipment needed for the operation of producing wells (after the drill site location has been restored) shall not be greater than five (5) acres without payment to Lessee of an additional damage amount equal to Five Thousand Dollars ($5,000.00) per additional acre used. All wellhead equipment shall be removed within six (6) months after a well permanently ceases to produce or when this Lease terminates. When the well site is restored, the subsoil shall be replaced first and the topsoil shall be placed on the top.

20. **Location Approval:** In order to minimize disruption of the Lessor's current or future use of the Leased Premises and to maintain the aesthetic value of the Leased Premises, in the opinion of the Lessor, and before Lessee commences surface disturbing operations, the final location of well pads, access roads, pipelines, fences, telephone and power lines, or other structures, facilities or surface disturbances shall be approved by the Lessor in writing.

Without a separate written agreement between Lessor and Lessee, no roadways, pipelines, tank battery, utilities or other surface disturbances shall be located, constructed or maintained on the Leased Premises unless they are for the sole purpose of producing and transporting produced materials from the Leased Premises or lands contiguously pooled or unitized therewith.

21. **Pooled Production Unit Limited:**

A) The production of oil or gas under the terms of this Lease will maintain this Lease beyond its primary term including any extensions thereto only as to that portion of the Leased Premises that is actually included within a well plat pooled production unit or units that contain a well or wells then producing in paying quantities for so

long as such well(s) are producing in paying quantities. In the absence of well spacing units, a spacing order or other density requirements issued by ODNR's Mineral Resources Management (or other government entity with jurisdiction) for a particular well, Lessee shall designate and file a "well plat production unit", which for the purpose of this Lease, shall contain only the acreage overlaying that portion of the target formation or pool under a well that a prudent operator would deem capable of being most efficiently drained by that well while utilizing the best production technology in common use at the time of drilling. Notwithstanding any density rules applicable to any well, however, no production unit or pooled acreage assigned to any well shall exceed the following unit acreage sizes:

(i) If the well is classified as a vertical oil or gas well, the maximum size of the pooled production unit shall be 40 contiguous acres, without the written consent of Lessor. The well shall be located in the center of the production unit to the extent practical, and such unit shall be of a square or rectangular shape consistent with state regulations.

(ii) If the well is classified as a horizontal oil or gas well drilled to any geologic formations containing a horizontal component of the drain hole in the target formation, whether oil or gas, then the maximum size of the pooled production unit shall not exceed 640 contiguous acres, except said pooled production unit may exceed 640 contiguous acres, but in no event larger than 1,000 contiguous acres, if the lateral extent of horizontal bore hole(s) in said formation shall extend beyond the boundary of a 640 contiguous acre unit and such that a reasonably prudent operator would expect that the entire acreage within such larger unit will be effectively and efficiently developed and drained from a central pad site location. The pooled production unit shall, to the extent practical, parallel and be centered on the lateral boreholes to be drilled within the unit, and such unit shall be of a square or rectangular shape consistent with state regulations.

B) Upon termination of this Lease as to any portion of the Leased Premises, Lessee shall promptly deliver to Lessor a plat showing the designated pooled production unit(s) or well(s), acreage around each well and a partial release containing a satisfactory description of the acreage not retained, suitable for recording.

22. **Declaration of Production Unit:** At the time of the filing of the declaration of consolidation of record Lessee shall furnish to Lessor, a declaration of a production unit of which the Leased Premises shall be part, including a copy of all plats, maps, and exhibits of said unit.

23. **Reasonable Development:** If oil or gas is discovered on the Leased Premises, Lessee shall develop the Leased Premises as a reasonable and prudent operator and exercise due diligence in drilling such additional well or wells as may be necessary to fully develop the Leased Premises. Lessee shall protect the oil and gas in and under the Leased Premises from drainage by wells on adjoining or adjacent tracts or leases, including those held by the Lessee or any Affiliate of Lessee.

24. **Pugh Clause:** Provided this Lease is in its secondary term by operation of the provisions of this Lease, at the end of one (1) year past the expiration of the primary term hereof, this lease shall automatically terminate as to 1) all of the leased premises except lands located within the boundaries of a proration unit, drilling unit, spacing unit, or pooled unit, as the case may be on which is then located a well producing in paying quantities, whether actually producing or shut-in, or upon which operations are then being conducted in accordance with this lease; and 2) as to all depths deeper than two hundred feet (200') below the stratigraphic equivalent of the deepest formation producing on the Leased Premises or on land pooled therewith.

25. **Liability Issues:**

A) **Hold Harmless.** Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, environmental issues, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, under any theory of tort, contract, or strict liability. Lessee further covenants and agrees to defend any suits brought against Lessor on any claims, and to pay any judgment against Lessor resulting from any suit or suits, together with all costs and expenses relating to any claims, including attorney's

fees, arising from Lessees operations under the terms of this lease. Lessor, if it so elects, shall have the right to participate, at its sole expense, in its defense in any suit or suits in which it may be a party, without relieving Lessee of the obligation to defend Lessor. The terms hereof do survive the expiration or surrender of this lease and/or the completion of operations.

B) **Insurance.** Lessee shall at all times maintain in full force and effect liability insurance in compliance with the requirements set forth under Ohio Revised Code Section 1509.

26. **No Warranty of Title:** This Lease is made without warranty of title express, implied or statutory. Lessee agrees that this Lease is made and accepted subject to all easements, rights-of-way, oil and gas leases, and other mineral leases recorded prior to the recording of this Lease. Lessee further agrees that Leasor Leases to Lessee only the oil and gas rights, as defined herein. Lessor makes no representations as to its right, title or interest in the Leased Premises, and does not warrant title or agree to defend title to the Leased Premises. Lessee will bear all costs and expenses incurred in curing any title defect or defending title to said lands. Any payments of the Lease bonus, royalty and rental are non-refundable.

27. **Bonus Consideration, Title Defects and Cure:**

A) **Bonus Consideration.** Lessee shall pay to the Lessor the sum of Seven Thousand Dollars ($7,000.00) per net acre of each net acre for which title is confirmed as hereinafter provided. Payment shall be in accordance with that certain Paid-Up Order of Payment and Bonus Agreement executed in conjunction with Lease to which this Addendum is attached. Lessee shall not conduct any operations pursuant to this lease until the Bonus Consideration is paid to Lessor. Any Bonus Consideration paid shall not be refundable for any reason, except in instances of fraud.

B) **Notice of Defect.** Lessee shall have ninety (90) days from the date of this Lease to review title to the Leased Premises (the "Title Period"). At the end the Title Period Lessee shall pay Lessor the Bonus Consideration unless Lessee's review of title to the Leased Premises reveals a title Defect or Defects in which case Lessee shall reject the Lease by providing Lessor with a letter specifically identifying the Defect giving rise to the rejection with a copy of all documentary evidence giving rise to such defect(s). Lessee shall not be obligated to pay Bonus Consideration on the Leased Premises if they are deemed defective.

C) **Definition of Defects.** "Defects" shall mean any lien or encumbrance on the oil and gas rights that render the Lease title other than a good, safe leasehold title for oil and gas purposes. The following liens and encumbrances shall not be a Defect:

i. Mortgages, liens (excluding tax liens), claims or encumbrances the foreclosure of which would not extinguish Lessee's lease of the oil and gas rights under the provisions of Section 1509.31(D) of the Ohio Revised Code;

ii. Liens of real estate taxes not yet due and payable;

iii. Any mortgage, lien, claim or encumbrance filed for record subsequent to Lessee's lease of the oil and gas rights;

iv. Easements and rights-of-way provided that such easements and rights-of-way do not adversely affect the ability of Lessee to develop the oil and gas estate consistent with the rights and privileges granted in this Lease;

v. All recorded leases other than oil and gas leases relating to the Leased Premises;

vi. Any deeds severing coal rights from the Leased Premises;

vii. Any mortgage, lien, claim or encumbrance on the surface estate where the oil and gas rights have been severed from the surface and the person executing the Lease is not the surface owner;

viii. Oil and gas leases not released of record for which: a) the primary term of such oil and gas leases have expired by their terms; b) no producing oil and gas wells drilled pursuant to such oil and gas leases exist on the Leased Premises; c) oil and gas leases that have

complied with the Ohio statutory forfeiture procedures;

ix. Lands which the Lessor is owner of the surface and where the oil and gas rights have become vested in the Lessor pursuant to the provisions of Ohio Revised Code Section 5301.56.

D) **Curative Action.** If Lessee rejects title to the Leased Premises and provides Lessor with written notice as required in this section, then Lessor shall have one hundred eighty (180) days from the end of the Title Period in which to take corrective action (the "Cure Period"). If the defect is cured during the Cure Period, Lessee shall accept the Lease and pay the Bonus Consideration. Whether or not Lessor elects to take corrective action shall be in Lessor's sole discretion. Lessor may waive the Cure Period by giving written notice to Lessee at any time during the Cure Period. If at the end of the Cure Period, Lessor gives notice that it is not curing Defects or does not cure Defects to Lessee's satisfaction Lessee shall have three (3) days to accept and pay the bonus for such leases at its sole discretion. Any time utilized by Lessor during the Cure Period shall be added to Primary Term of the Lease.

28. **Right of Purchase:** Lessor shall have the first option to purchase any vertically drilled well located upon the Leased Premises and such well equipment necessary to operate the same at fair market salvage value, less estimated plugging costs, when any well has ceased to produce in Paying Quantities as defined herein. Lessor shall have thirty (30) days, after receiving written notice, to exercise its option to purchase. Should Lessor purchase any well or wells, it shall assume the responsibility of eventually plugging the same and shall execute such documents to this end with the State of Ohio as the State may require to effect proper well transfer.

29. **Right of First Refusal:** Lessee shall not have any right of first refusal with respect to renewing or extending this Lease.

30. **Assignment Notice:** Lessee shall notify Lessor in writing within thirty (30) days if Lessee assigns all or a majority portion of this Lease to a third party or if there is an assignment that affects the control of the Lease: (a) to an affiliate, subsidiary, joint venture or internal partners; (b) in consequence of a merger or amalgamation; or (c) the sale of all or substantially all of its assets of Lessee to a third party.

31. **Partial Release:** Lessee shall have the right at any time during this Lease to release from the lands covered hereby any lands subject to this Lease and thereby may be relieved of all obligations hereafter accruing to the acreage so released, provided that (a) Lessee may not release any portion of the Lease prior to the payment of the Initial Bonus Payment as set forth herein, (b) Lessee may not release any portion of this Lease included in a pooled unit so long as operations are being conducted on such unit, and (c) any such partial release must release all depths in and under the lands so released.

32. **Compliance:** Lessee's operations on said Leased Premises shall comply with all applicable federal and state regulations.

33. **Coal:** Lessee acknowledges that certain rights to mine or extract coal may be applicable to or affect the Leased Premises subject to this Lease. Lessor makes no representation or warranty and provides no assurance that Lessee's ability to extract oil and gas will be unaffected by such coal rights. Lessee shall rely solely on its evaluation of the exploration and extraction rights granted hereby and shall not rely on Lessor regarding such rights. In the event the right to extract coal and/or other mineral is granted or conveyed by Lessor subsequent to the date hereof, Lessee agrees to cooperate with such lessee or grantee in the mining or extraction of such coal or mineral in order to permit Lessor to obtaining the economic benefit of all coal and minerals located on the leased Premises. In any event, this provision shall always adhere and be under and subject to the Force Majeure provisions in this Lease.

34. **Audit:** Lessee further grants to Lessor the right, once in a twelve (12) month period, to examine, audit, or inspect the books, records, and accounts of Lessee pertinent to the purpose of verifying the accuracy of the reports and statements furnished to Lessor, and for checking the amount of payments lawfully due the Lessor under the terms of this Lease. In exercising this right, Lessor shall give written notice to Lessee of the intended audits and such audits shall be conducted during normal business hours at the office of Lessee on a date specified by Lessor.

35. **Force Majeure:** In the event Lessee claims that any duties or obligations of Lessee as contained in the Lease may not be fulfilled as a result of force *majeure* as defined in the Lease, Lessee shall provide notice to Lessor of the nature of the *force majeure*, indicate the expected length of delay, and work diligently to remove or resolve the *force majeure event*. The Lease

shall never be extended longer than twenty-four (24) cumulative months, due to the terms contained in the *Force Majeure* Clause of the Lease.

36. **Notice of Violation:** Except as provided below, in the event that Lessee has not complied with all its obligations hereunder, either express or implied, Lessor shall give Lessee or its assigns written notice thereof describing specifically the respects in which Lessee has breached this Lease. Lessee shall have thirty (30) days after receipt of such notice within which to cure or commence to cure the breaches alleged by Lessor. After the expiration of thirty (30) days if Lessee has not commenced cure, Lessor shall have the right to exercise all rights and remedies granted it by law or equity, including, but not limited to, the filing of an affidavit of forfeiture pursuant to Ohio Revised Code, it being expressly agreed that Lessor may claim a forfeiture of this Lease for the breach of any covenant, express or implied, contained herein. Lessor shall further have the right to pursue any claim for damages it may have in addition to claiming forfeiture, it being agreed that such right of forfeiture or damage shall be cumulative remedies and not exclusive. Lessor shall have no obligation to notify Lessee of a breach of this Lease that relates to the expiration of the terms of the Lease (either primary or secondary).

37. **Surrender:** In the event of the surrender of a portion of the Lease, pipelines, pole lines, roadways, and other facilities on the land surrendered" shall be limited to those in existence at the time of surrender and shall not be expanded or enlarged without the prior written consent of Lessor.

38. **Non-Drilling Lease:** In the event that the Leased Premises is less than fifteen (15) acres, then Lessee shall not have the right to use the Leased Premises for drill sites, tank batteries, driveways, or any other surface activity without written permission from the Lessor.

39. **No Arbitration.** The arbitration provision of the Lease is hereby deleted. Jurisdiction and venue of disputes arising under this Lease shall be submitted to the Court of Common Pleas of Monroe County, Ohio.

40. **Memorandum of Lease:** The parties agree that this Lease shall not be recorded, but that the parties will instead record a Memorandum of Lease.

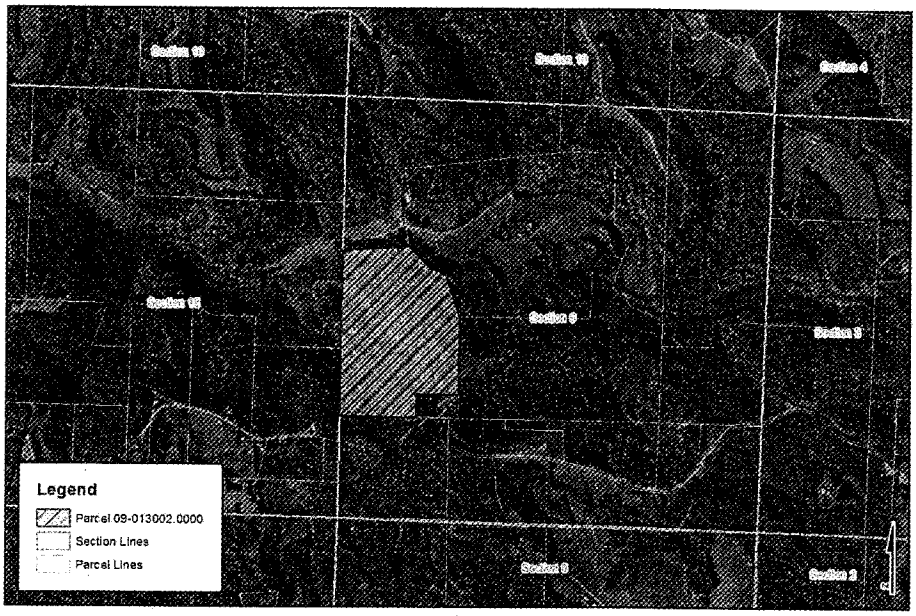
EXHIBIT 5

Purple Land Management

PLM CORPORATE
100 East 15th Street, Suite 320
Fort Worth, Texas 76102
t 817.717.3835 f 817.717.3836
purplelandmgmt.com

PLM CORPORATE | FORT WORTH, TX
PLM NORTH | CANONSBURG, PA
PLM NORTH | CANTON, OH
PLM NORTH | ST. CLAIRSVILLE, OH
PLM PERMIAN | MIDLAND, TX
PLM ROCKIES | DENVER, CO
PLM SOUTH | HOUSTON, TX
PLM WEST | BAKERSFIELD, CA

MINERAL OWNERSHIP REPORT



RUNSHEET **TAX CARD** **TAX MAP**

PROSPECT:	Claugus
COUNTY:	Monroe
PARCEL NUMBER:	09-013002.0000
SECTION:	9 - S part of the SW ¼ of the NW ¼, NW ¼ of the SW ¼.
TOWNSHIP:	4 (Center)
RANGE:	5
RECORDS REVIEWED:	4/4/1855 -11/22/2013
PARCEL'S LEASE STATUS:	**60.181 Defective Net Acres- parcel is already leased to Beck Energy Corporation through OGL 118/218**

Oil and Gas Estate

Owner Name	Source Instrument	Interest	Gross Acres	Net Acres
Claugus Family Farm, L.P.Claugus Family Farm, L.P. 555 Main St. Apt. S 715 New York, NY 10044	WD 202/769	1.00	60.181	60.181

Surface Estate

Owner Name	Source Instrument	Interest	Gross Acres	Net Acres
Claugus Family Farm, L.P.Claugus Family Farm, L.P. 555 Main St. Apt. S 715 New York, NY 10044	WD 202/769	1.00	60.181	60.181

Leasehold Estate	
Lessor:	Claugus Family Farm, L.P.
Lessee:	Gulfport Energy Corporation
Effective Lease Date:	9/30/2013
Recording Information:	OGL Memo 257/592, Recorded 11/12/2013, Full OGL
Term of Lease:	5 years with 5 year option
Royalty:	20%
Depth Limitations:	Yes, from the surface to the base of the Berea Shale Formation and Lessor's mineral rights as to the Clinton Sandstone Formation are specifically excluded from this lease.
Horizontal Pugh Clause:	Provided lease is in its secondary term, one year past the primary term this lease shall automatically terminate as to all the leased premises except lands located within the boundaries of a proration unit, drilling unit, spacing unit, or pooled unit, as the case may be on which is then located a well producing in paying quantities, whether actually producing or shut-in, or upon which operations are then being conducted in accordance with this lease.
Vertical Pugh Clause:	Provided lease is in the secondary term, one year past the primary term this lease shall automatically terminate as to all depth deeper than two hundred feet (200') below the stratigraphic equivalent of the deepest formation producing on the leased premises or on land pooled therewith.
Shut-In Provision	$15.00 per net acre, per year, payable in advance, until such time as production is reestablished.
Unitization/Pooling Restrictions:	Yes, Pooled production unit shall not exceed 640 acres except said pooled production unit may exceed 640 contiguous acres, but in no event larger than 1,000 contiguous acres, if the lateral extent of horizontal bore hole(s) in said formation shall extend beyond the boundary of a 640contiguous acre unit and such that a reasonably prudent operator would expect that the entire acreage within such larger unit will be effectively and efficiently developed and drained from a central pad site location. The pooled production unit shall, to the extent practical, parallel and be centered on the lateral boreholes to be drilled within the unit and such unit shall be of a square or rectangular shape consistent with state regulations.
Subject Parcel:	**09-013002.0000**
Subject Parcel Gross Acreage:	**60.181**
Subject Parcel Net Leased Acreage:	**0.00**
Additional Parcels Covered:	**Acreage:**
Total Gross Acreage:	60.181
Total Net Acreage:	0.00

Oil & Gas Leasehold						
Record Interest Holders	**Verified WI**	**Verified NRI**	**Verified ORRI**	**WI NRI Ratio**	**Verified Net Acres**	**Defected Net Acres**
Gulfport Energy Corporation	1.0000000	0.8000000	-	0.8000000	0	60.181
Total	**1.0000000**	**0.8000000**	**-**	**0.8000000**	**0**	**60.181**

Royalties Payable			
Owner	**Royalty Interest**	**Royalty Calculation**	**Net Acreage**
J.W. Holtsclaw or his unknown heirs	**0.20**	**0.20 x 0.0138889= 0.0027778**	**0.00**
Unknown heirs of W.F. Holtsclaw	**0.20**	**0.20 x 0.0138889= 0.0027778**	**0.00**
Dessie Yoss or her unknown heirs	**0.20**	**0.20 x 0.0138889= 0.0027778**	**0.00**
Unknown heirs of G. K. Holtsclaw	**0.20**	**0.20 x 0.0138889= 0.0027778**	**0.00**
Willard M. Holtsclaw or his unknown heirs	**0.20**	**0.20 x 0.0138889= 0.0027778**	**0.00**
Unknown heirs of Minnie C. Roth	**0.20**	**0.20 x 0.0138889= 0.0027778**	**0.00**
Unknown heirs of Olive Jeffers	**0.20**	**0.20 x 0.0138889= 0.0027778**	**0.00**
Martha Ellen Holtsclaw or her unknown heirs	**0.20**	**0.20 x 0.0138889= 0.0027778**	**0.00**
Unknown Heirs of J.H. Holtsclaw	**0.20**	**0.20 x 0.0138889= 0.0027778**	**0.00**
Claugus Family Farm, L.P.	**0.20**	**0.20 x 0.875= 0.175**	**0.00**

Unreleased Oil and Gas Leases	
OGL 10/139	
Current Operator(s)/Lessee(s):	W.F. Hamilton
Effective Lease Date:	2/4/1892
Primary Term:	2
Recorded Date:	8/19/1892
Acreage:	120
Wells Affecting Leasehold:	None
Status:	Expired
Last Reported Production:	None
OGL 22/413	
Current Operator(s)/Lessee(s):	Kennedy and Lawrence and F.E. Lawrence
Effective Lease Date:	11/12/1896
Primary Term:	10 years
Recorded Date:	4/8/1897
Acreage:	64
Wells Affecting Leasehold:	None
Status:	Expired
Last Reported Production:	None
OGL 37/148	
Current Operator(s)/Lessee(s):	E.S. Taylor
Effective Lease Date:	12/12/1901
Primary Term:	2 years
Recorded Date:	3/1/1902
Acreage:	44
Wells Affecting Leasehold:	None
Status:	Expired
Last Reported Production:	None

OGL 46/80	
Current Operator(s)/Lessee(s):	The Atlanta Oil Co.
Effective Lease Date:	9/23/1903
Primary Term:	3 years
Recorded Date:	8/31/1904
Acreage:	64
Wells Affecting Leasehold:	None
Status:	Expired
Last Reported Production:	None
OGL 54/334	
Current Operator(s)/Lessee(s):	Harry C. Smith
Effective Lease Date:	3/20/1909
Primary Term:	2 years
Recorded Date:	4/19/1909
Acreage:	44
Wells Affecting Leasehold:	None
Status:	Expired
Last Reported Production:	None
OGL 94/277	
Current Operator(s)/Lessee(s):	B.F. Paulus
Effective Lease Date:	3/8/1948
Primary Term:	10 years
Recorded Date:	3/9/1948
Acreage:	64
Wells Affecting Leasehold:	None
Status:	Expired
Last Reported Production:	None
OGL 115/775 - Map	
Current Operator(s)/Lessee(s):	S.W. Jack Drilling Co.
Effective Lease Date:	3/25/1980
Primary Term:	3 years
Recorded Date:	4/10/1980
Acreage:	64
Wells Affecting Leasehold:	1
Status:	Expired
Last Reported Production:	None
OGL 119/279 - Map	
Current Operator(s)/Lessee(s):	S.W. Jack Drilling Co.
Effective Lease Date:	3/25/1980
Primary Term:	3 years
Recorded Date:	4/10/1980
Acreage:	64
Wells Affecting Leasehold:	1
Status:	Expired
Last Reported Production:	None
OGL 118/218 - Map	
Current Operator(s)/Lessee(s):	Beck Energy Corporation
Effective Lease Date:	2/4/2004
Primary Term:	10 years
Recorded Date:	5/11/2004
Acreage:	64
Wells Affecting Leasehold:	None
Status:	Valid
Last Reported Production:	None

ODNR Information			
ODNR Map	**Wells Affecting Subject Parcel**	**Status**	**Last Reported Production**
09-013002.0000	34111227570000	Not Drilled	None
	34111624050000	Plugged and Abandoned	None
	34111624130000	None Listed	None
	34111624030000	Plugged and Abandoned	None

Unreleased Encumbrances			
Type	**Vol./Page**	**Date**	**Grantee/Mortgagee/Holder**
ROW	118/220	2/4/2004	Beck Energy Corporation

Special Notes & General Comments

- **Mineral Reservation:** No reference to any reservation, severance or out sale of oil and gas underlying subject parcel within chain of title

-Royalty Reservation:

WD 104/222 (Recorded 9/8/1934), establishes a royalty reservation of all the oil and gas, being the 1/8 of all the oil and gas produced to J. H. Holtsclaw, J.W. Holtsclaw, W.F. Holtsclaw, Dessie Yoss, G. K. Holtsclaw, Willard M. Holtsclaw, Minnie C. Roth, Olive Jeffers, and Martha Ellen Holtsclaw. At the time of the conveyance, each held an undivided 1/9 interest in the subject parcel. No conveyance or probate could be found filed of record out of any of these individuals. However, death records for J.H. Holtsclaw, William F. Holtsclaw, George K. Holtsclaw, Minnie C. Holtsclaw, and Olive J. Jeffers are provided.

WD 117/135, recorded 5/10/1945, includes a note that it reserves unto J.H. Holtsclaw and Martha Ellen Holtsclaw Claugus the Royalty in the Oil and Gas, being the 1/8 royalty in the oil and gas produced and saved from the subject parcel. However, this information appears to be a copy and paste error and was treated as such for the purposes of this report.

-Surv. Deed 163/965, recorded 4/26/1973, includes a note that reserves unto Olive Jeffers the Royalty in the Oil and Gas, being the 1/8 royalty in the oil and gas produced and saved from the subject parcel. However, this information appears to be a copy and paste error and was treated as such for the purposes of this report.

- **Coal Severance:** No reference to any reservation, severance or out sale of coal underlying subject parcel within chain of title.

- **Parcel's Lease Status Comments:** 60.181 net acres are defective due to the fact that OGL 118/218 (Recorded 5/11/2004) is still in its primary term of 10 years. Set to expire on 2/4/2014.

-General Comments:

- No instrument demonstrating a conveyance of right, title or interest in OGL 115/775 (Recorded 4/10/1973) or OGL 119/279 (Recorded 4/10/1973) was found out of S.W. Jack Drilling Co. into Hopewell Oil & Gas Co., who is listed as the current operator of API 34111624050000.

- No information was provided in Probate for Asher Agin (filed 5/22/1878) regarding the distribution of his real property, resulting in a gap in title out of him.

- Henry Mowder receives a 2/5 interest in 40 acres in the NW ¼ of the SW ¼ of Section 9, Townshup 4, Range 5, Green Township, Monroe County, Ohio, being a portion of the current-day subject parcel in Guardian's Deed 37/416, recorded 5/5/1881. No conveyance into him of the remaining 3/5 interest found filed of record.

- WD 126/388 (Recorded 12/22/2004) makes mention to the date of death for Olive Jeffers as 10/22/1997 demonstrating that this conveyance is no longer subject to the Life Estate established in Surv. Deed 163/953 (Recorded 4/26/1973). It appears as though the stated date of death for Olive Jane Jeffers was incorrectly transcribed as the Unofficial Death Record of Olive Jane Jeffers states that her actual date of death as 10/21/1997.

- Affidavit 210/667, recorded 11/30/2011, attempts to reclaim interests reserved in WD 117/135, recorded 5/10/1945. The affidavit does not address the multiple reservations made in WD 104/222, and lists the wrong volume/page for the interests it attempts to recapture (117/133 instead of 117/135). Further, WD 117/135 did not make a new reservation; the reservation language appearing therein is merely copy and pasted from WD 104/222. None of the interests reserved in the chain of title have been treated as abandoned for the purposes of this report.

- Assignment 211/866 (Recorded on 12/21/2011) demonstrates an overriding royalty interest in several unidentified OGLs. No exhibit has been attached to document for reference as it cannot be determined if said interest applies to OGL 188/214, which is still in its primary term of 10 years.

This Ownership Report is based upon a title check of the Monroe County Public Records for the purpose of securing information regarding the current mineral/surface owner, and all encumbrances, judgments, liens, pending lawsuits for the above mentioned parcel. The information included and the associated documents provided reflect only those documents found directly affecting the interests of the current mineral owner. Neither Purple Land Management North, LLC nor the examiner assumes responsibility for the accuracy of this report. All title should be run in full and reviewed by legal counsel.

Nicholas A. Tharp
Title Agent
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Due Diligence Report Title Runsheet

Parcel # 09-013002.0000

60.181 acres out of Section 9, Township 4, Range 5, Green Township, according to the Monroe County Recorder's Office, Monroe County, Ohio.

NO.	INSTRUMENT	INSTRUMENT DATE	RECORDED DATE	GRANTOR	GRANTEE	ACREAGE	CONVEYANCE	COMMENTS
1	WD 15/66	4/4/1855	4/9/1855	Ellis P. Moore, and Elizabeth Moore, wife	Christian Roth	160	2 Tracts: Subject parcel being part of tract #1: The NW 1/4 of Section 9, Township 4, Range 5	
2	WD 16/227	8/9/1856	9/13/1856	Isaac Price	Asher Agin	40.1	1 Tract: The NW 1/4 of the SW 1/4 of Section 9, Township 4, Range 5	
3	WD 24/238	10/3/1867	11/30/1867	Christian Roth and Barbary Roth, his wife	Lydia Pearce	24.09	1 Tract: The SW part of the Christian Roth Farm and being the S part of the SW 1/4 of the NW 1/4 of Section 9, Township 4, Range 5, Green Township, Monroe County, Ohio	
4	Probate Asher Agin	5/22/1878		The Estate of Asher Agin, deceased			Robert Jackson named administrator of the estate of Asher Agin. The decedent died seized of both tracts comprising what is now the subject parcel, appearing in the probate on PDF pages 20 and 21.	*No distribution of the estate or information regarding heirs was included in the document. *Date of death not provided in document; file date used in its place.
5	Admin. Deed 56/172	5/3/1881	7/20/1898	James Agin, Administrator of the estate of Lydia Pearce	Henry Mowder	24.09	1 Tract: The SW part of the Christian Roth Farm and being the S part of the SW 1/4 of the NW 1/4 of Section 9, Township 4, Range 5, Green Township, Monroe County, Ohio	
6	Guardians Deed 37/416	4/3/1880	5/5/1881	Robert Jackson, Guardian of Charles M. Agin and Martha J. Agin, minors	Henry Mowder	40	1 Tract: Being the undivided 2/5 of the NW 1/4 of the SW 1/4 of Section 9, Township 4, Range 5, Green Township, Monroe County, Ohio	*Instrument provides a Petition filed by Robert Jackson, appointed Guardian of Charles M. Agin and Martha J. Agin, against Charles M. Agin and Martha J. Agin, minors demanding an order to sell described tract due to legal cause. Court ordered Robert Jackson to sell said real estate at public sale. *No instruments, probate, or death record that demonstrated a conveyance into Robert Jackson, Charles M. Agin, or Martha J. Agin. * It appears as though Henry Mowder only receives 2/5 estate interest in conveyance herein and no deed, probate, or death record has been found filed of record granting the remaining 3/5 interest into Henry Mowder. No instrument, death record or probate was found filed of record into or out of Clark Agin, John Agin, James Agin Jr. who are mentioned in the instrument herein as potential interest holders in subject property.
7	Transfer Record 1/197	4/4/1881		Asher Agin	Henry Mowder	40	1 Tract: The NW 1/4 of the SW 1/4 of Section 9, Township 4, Range 5, Green Township, Monroe County, Ohio	* Instrument serves to demonstrate that Henry Mowder is listed as the only owner of the subject parcel at this time. No additional transfer or conveyance information found filed of record.

Purple Land Management North, LLC

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NO.	INSTRUMENT	INSTRUMENT DATE	RECORDED DATE	GRANTOR	GRANTEE	ACREAGE	CONVEYANCE	COMMENTS
8	OGL 10/139	2/4/1892	8/19/1892	Henry Mowder	W. F. Hamilton	120	OGL for 120 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 2 years Royalty: 12.5% oil; $100 / gas well/ year for every well that has a pressure of 300lb. Per square inch with a 2 inch escape, and for every 50 lb. of pressure over 300 lb., an additional $25. No release found filed of record.	*Applicability to subject parcel cannot be determined based on information provided. Document is included for completeness.
9	OGL 22/413	11/12/1896	4/8/1897	Henry Mowder	A. E. Hindman	64	OGL for 64 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 5 years Royalty: 12.5% oil; $100/ gas well/ year Assigned by Assignment 22/414 No release found filed of record.	*Applicability to subject parcel cannot be determined based on information provided. Document is included for completeness.
10	Assignment 22/414	3/30/1897	4/9/1897	A.E. Hindman	Kennedy and Lawrence, F.E. Lawrence		Assignment of all right, title and interest in OGL 22/413.	* Grantor assigns 2/3 interest to Kennedy and Lawrence and assigns the remaining 1/3 interest to F.E. Lawrence.
11	WD 55/372	11/3/1897	12/16/1897	Henry Mowder and Catharine Mowder, wife	William H. Holtsclaw and Nioma J. Holtsclaw	40.1	1 Tract: The NW 1/4 of the SW 1/4 of Section 9, Township 4, Range 5, Green Township, Monroe County, Ohio	
12	Will of Henry Mowder 5/69	8/3/1898	8/3/1898	Henry Mowder, deceased			Per the Will: Decedent names John H. Holtsclaw as Executor. Subject tract listed in .PDF on page 2 item #4, being in Section 9, Township 4, Range 5. Decedent left the subject tract to Naomi Holtsclaw, on the condition that she is required to pay $200 to the Executor within 2 years of the decedent's death.	*No acreage is provided, but it appears that this devise concerns the 24.09 acre tract. See QCD 56/224.
13	QCD 56/224	8/5/1898	8/19/1898	Catharine Mowder, widow of Henry Mowder, deceased, William Mowder and Margaret Mowder, his wife, Elizabeth Ott and Lewis H. Ott, her husband, Mary L. Baker and V.M. Baker, her husband, John H. Mowder and Elizabeth Mowder, his wife	Naomi J. Holtsclaw	24.09	1 Tract: Being the SW part of the Christian Roth farm and being the S part of the SW 1/4 of the NW 1/4 of Section 9, Township 4, Range 5, Green Township, Monroe County, Ohio	*It appears as though Nioma J. Holtsclaw and Naomi J. Holtsclaw are one and the same.

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NO.	INSTRUMENT	INSTRUMENT DATE	RECORDED DATE	GRANTOR	GRANTEE	ACREAGE	CONVEYANCE	COMMENTS
14	OGL 37/148	12/12/1901	3/1/1902	W.H. Holtsclaw and Naomi Holtsclaw, his wife	E.S. Taylor	44	OGL for 44 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 2 years Royalty: 12.5% oil; $100 / gas well/ year No release found filed of record.	
15	OGL 46/80	9/23/1903	8/31/1904	W. H. Holtsclaw and wife	The Atlanta Oil Co.	64	OGL for 64 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 3 years Royalty: 12.5% oil; $200 / gas well/ year No release found filed of record.	
16	OGL 47/473	8/5/1905	9/16/1905	W.H. Holtsclaw and Naomi Holtsclaw, his wife	E.E. Cronin	64	OGL for 64 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 2 years Royalty: 12.5% oil; $200 / gas well/ year Released within the margins of Assignment 47/494.	*Instrument is released within the margins of Assignment 47/494 by Pure Oil Producing Company, however, Assignment 47/494 does not pertain to OGL 47/473. *No instrument found filed of record that conveys an interest of OGL 47/473 out of E.E. Cronin.
17	Assignment 47/494	09/04/1905	09/20/1905	The Monroe County Agriculture Society	Pure Oil Producing Company		Assignment of all right, title, and interest in a certain OGL.	*Instrument is not an assignment of the subject property; instrument provides a marginal release of multiple OGLs, including OGL 47/473 by R.M. Jennings, President of Pure Oil Producing Company on 11/12/1906. * Marginal release is broken up over all three pages of instrument. Subject OGL identified in the margins of page 47/494. *No instrument found filed of record that conveys an interest of OGL 47/473 into The Monroe County Agriculture Society. *No instrument found filed of record that conveys an interest of OGL 47/473 into The Pure Oil Producing Co.
18	OGL 53/55	04/28/1908	05/29/1908	W.H. Holtsclaw and Norna Holtsclaw, his wife	F.L. Mooney	64	OGL for 64 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 3 years Royalty: 12.5% oil; $200 /gas well/ year Released within the margins by M.L. Mooney on 6/20/1908	* M. L. Mooney signs release for F.L. Mooney. No Power of Attorney grant was found filed of record from F.L. Mooney to M.L. Mooney. * Norna Holtsclaw and Naomi Holtsclaw are one and the same.
19	OGL 54/334	03/20/1909	04/19/1909	W.H. Holtsclaw and Naomi Holtsclaw	Harry C. Smith	44	OGL for 44 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 2 years Royalty: $200 / gas well/ year No release found filed of record.	*No oil royalty provided in document, though lease specifies that it is for both oil and gas.

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NO.	INSTRUMENT	INSTRUMENT DATE	RECORDED DATE	GRANTOR	GRANTEE	ACREAGE	CONVEYANCE	COMMENTS
20	Will of W. H. Holtsclaw 9/85	01/15/1913	05/06/1916	W. H. Holtsclaw, deceased	The Public		Per the will: Decedent names Nomia Holtsclaw as Executrix. Decedent left all real estate of which he died seized to Nomia Holtsclaw.	* Nomia Holtsclaw and Naomi Holtsclaw are one and the same.
21	COT 102/599	9/3/1932	9/14/1932	Estate of Naomi J. Holtsclaw, deceased	James W. Holtsclaw, William F. Holtsclaw, John H. Holtsclaw, George K. Holtsclaw, Willard M. Holtsclaw, Odessa M. Yoss, Minnie C. Roth, Olive J. Jeffers, and Martha E. Holtsclaw	64.09	2 Tracts: Subject parcel being both tracts; Tract #1: The SW part of the Christian Roth farm and being the S part of the SW 1/4 of the NW 1/4, also the SW 1/4 of the NW 1/4 of Section 9, Township 4, Range 5	* Decedent died testate on 12/29/1931. Decedent's estate is distributed as follows: James W. Holtsclaw - 1/9 William F. Holtsclaw - 1/9 John H. Holtsclaw - 1/9 George K. Holtsclaw - 1/9 Willard M. Holtsclaw - 1/9 Odessa M. Yoss - 1/9 Minnie C. Roth - 1/9 Olive J. Jeffers - 1/9 Martha E. Holtsclaw - 1/9
22	WD 104/222	8/11/1934	9/8/1934	J. H. Holtsclaw, J.W. Holtsclaw, W.F. Holtsclaw, Dessie Yoss, G. K. Holtsclaw, Willard M. Holtsclaw, Minnie C. Roth, Olive Jeffers, and Martha Ellen Holtsclaw, being all the heirs of Wm. M Holtsclaw and Naomi J. Holtsclaw, deceased	J.H. Holtsclaw, Olive J. Jeffers, and Martha Ellen Holtsclaw, Trustees of Wilber Jeffers	64.19	2 Tracts: Subject parcel being both tracts; Tract #1: The SW part of the Christian Roth farm and being the S part of the SW 1/4 of the NW 1/4, also the SW 1/4 of the NW 1/4 of Section 9, Township 4, Range 5	**ROYALTY RESERVATION:** Reserving to the Grantors herein, their heirs and assigns the Royalty in the Oil and Gas, being the one - eighth (1/8) of all the oil and gas produced and saved from the above described premises. *No conveyances or probates were found filed of record concerning said royalty interest holders. See Death records of J.H. Holtsclaw, William F. Holtsclaw, George K. Holtsclaw Minnie C. Holtsclaw, and Olive J. Jeffers which serve to demonstrate the death of the royalty interest holders.
23	OGL 89/563	11/6/1944	5/4/1944	Olive Jeffers, a widow	Guy S. McKevley	64	OGL for 64 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 10 years Royalty: 12.5% oil; 15¢ for the 12.5% gas royalty sold. Assigned by Assignment 89/565. Released within the margins by The Ohio Fuel Gas Co., W.H. Ferguson, Assist. Manager, Production Div., and The Preston Oil Co. by D.L. Ping, Vice Pres. on 1/24/1945.	* According to instrument, the instrument date proceeds the recorded date. It appears as though this date of 11/6/1944 is incorrectly transcribed and was intended to precede the recorded date of 5/4/1944. *No instrument found filed of record that conveys an interest of OGL 89/563 from The Ohio Fuel Gas Co. to The Preston Oil Co. * Guy S. McKevley and Guy S. McKelvey appear to be one and the same.
24	Assignment 89/565	3/29/1944	5/4/1944	Guy S. McKelvey	The Ohio Fuel Gas Company		Assignment of all right, title and interest in OGL 89/563.	

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NO.	INSTRUMENT	INSTRUMENT DATE	RECORDED DATE	GRANTOR	GRANTEE	ACREAGE	CONVEYANCE	COMMENTS
25	WD 117/135	5/8/1945	5/10/1945	J.H. Holtsclaw and Martha Ellen Holtsclaw Claugus	Olive Jeffers and Wilbur Jeffers	64.19	2 Tracts: Subject parcel being both tracts; Tract #1: Being the SW part of the Christian Roth farm and being the S part of the SW 1/4 of the NW 1/4, Tract #2: The NW 1/4 of the SW 1/4 of Section 9, Township 4, Range 5, Green Township, Monroe County, Ohio Affidavit at 210/667.	*Royalty reservation information appears to be copied from 104/222 and is not treated as a new reservation for the purposes of this report. *Conveyance is subject to royalty reservation as established in WD 104/222. *Wilbur Jeffers and Wilber Jeffers appear to be one and the same.
26	OGL 92/520	10/23/1946	11/8/1946	Olive Jeffers, widow	B.F. Paulus	64	OGL for 64 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 10 years Royalty: 12.5% oil and gas Released within the margins by B.F. Paulus on 3/9/1948.	
27	Death Record - J.H. Holtsclaw	10/3/1947		J. H. Holtsclaw, deceased			Certificate of death for J.H. Holtsclaw, who died on 10/3/1947.	* Instrument serves to demonstrate that J.H. Holtsclaw, who reserved a mineral interest in subject parcel through WD 104/222 is now deceased. No probate or conveyance out of him found filed of record.
28	OGL 94/277	3/8/1948	3/9/1948	Olive Jeffers and Wilbur Jeffers, both unmarried	B.F. Paulus	64	OGL for 64 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 10 years Royalty: 12.5% oil and gas No release found filed of record.	
29	Unofficial Death Record - William F. Holtsclaw	4/5/1964		William F. Holtsclaw, deceased			Unofficial Death Record for William F. Holtsclaw who died on 4/5/1964.	* Instrument serves to demonstrate that William F. Holtsclaw, who reserved a mineral interest in subject parcel through WD 104/222 is now deceased. No probate or conveyance out of him found filed of record.
30	Unofficial Death Record - George K. Holtsclaw	2/22/1966		George K .Holtsclaw, deceased			Unofficial Death Record for George K. Holtsclaw who died on 2/22/1966.	* Instrument serves to demonstrate that George K. Holtsclaw, who reserved a mineral interest in subject parcel through WD 104/222 is now deceased. No probate or conveyance out of him found filed of record.

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NO.	INSTRUMENT	INSTRUMENT DATE	RECORDED DATE	GRANTOR	GRANTEE	ACREAGE	CONVEYANCE	COMMENTS
31	Surv. Deed 163/955	4/20/1973	4/26/1973	Olive Jeffers, a widow	F. Wilbur Jeffers aka Wilbur Jeffers and Barbara J. Jeffers for and during their natural lives and at the death of either, to the survivor	64.19	2 Tracts: Subject parcel being both tracts; Tract #1: Being the NW 1/4 of the SW 1/4, Tract #2: Being the SW part of the Christian Roth farm and being the S part of the SW 1/4 of the NW 1/4 of Section 9, Township 4, Range 5, Green Township, Monroe County, Ohio	**LIFE ESTATE:** Reserving to the Grantor herein the right to make her home in the dwelling located on the subject parcel for so long as she may live. *Royalty reservation information appears to be copied from 104/222 and is not treated as a new reservation for the purposes of this report. * Instrument does not provide a signature date. * WD 126/388 is marginally referenced for the purpose of demonstrating that the date of death of Olive Jeffers was 10/22/1997 and any conveyance after said date would not be subject to the reserved life estate herein.
32	QCD 163/953	4/20/1973	4/26/1973	F. Wilbur Jeffers aka Wilbur Jeffers	F. Wilbur Jeffers aka Wilbur Jeffers and Barbara J. Jeffers	64.19	2 Tracts: Subject parcel being both tracts; Tract #1: Being the NW 1/4 of the SW 1/4, Tract #2: Being the SW part of the Christian Roth farm and being the S part of the SW 1/4 of the NW 1/4 of Section 9, Township 4, Range 5, Green Township, Monroe County, Ohio	*Conveyance is subject to mineral reservations as established in WD 104/222 and 163/955 and the life estate reserved in 163/955.
33	Unofficial Death Record - Minnie C. Roth	11/29/1979		Minnie C. Roth, deceased			Unofficial death record for Minnie C. Roth, who died on 11/29/1979.	* Instrument serves to demonstrate that Minnie C. Roth, who reserved a royalty interest in subject parcel through WD 104/222 is now deceased. No probate or conveyance out of her found filed of record.
34	OGL 115/775	3/25/1980	4/10/1980	F. Wilbur Jeffers and Barbara Jeffers, husband and wife	S.W. Jack Drilling Co.	64	OGL for 64 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 3 years Royalty: 12.5% oil and gas No release found filed of record. Re-recorded at 119/279	
35	OGL 119/279	3/25/1980	5/28/1981	F. Wilbur Jeffers and Barbara Jeffers, husband and wife, and Olive Jeffers (Life Estate), widow	S.W. Jack Drilling Co.	64	OGL for 64 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 3 years Royalty: 12.5% oil and gas No release found filed of record.	* OGL 115/775 was re-recorded on OGL 119/279 to include the life estate and signature of Olive Jeffers that was established in Surv. Deed 163/955.
36	Unofficial Death Record - Olive Jane Jeffers	10/21/1997		Olive Jane Jeffers, deceased			Unofficial death record for Olive Jane Jeffers, who died on 10/21/1997.	* Instrument serves to demonstrate that Olive J. Jeffers, who reserved a mineral interest in subject parcel through WD 104/222 is now deceased, and that the life estate she reserved in Surv. Deed 163/955 is also extinguished.

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NO.	INSTRUMENT	INSTRUMENT DATE	RECORDED DATE	GRANTOR	GRANTEE	ACREAGE	CONVEYANCE	COMMENTS
37	OGL 118/218	2/4/2004	5/11/2004	Francis W. Jeffers and Barbara J. Jeffers, husband and wife	Beck Energy Corporation	64	OGL for 64 acres in Section 9, Green Township, Monroe County, Ohio. Primary Term: 10 years Royalty: 12.5% oil and gas Assigned by 211/866 and 211/908 No release found filed of record.	
38	ROW 118/220	2/4/2004	5/11/2004	Francis W. Jeffers and Barbara J. Jeffers	Beck Energy Corporation		Pipeline ROW and meter site agreement concerning subject tract for the purpose to lay, maintain, operate, inspect, repair, replace, change the size of and remove a pipe line for the transportation of natural gas and other gaseous products, with drips, valves, cathodic protection, measuring and regulating equipment in and other necessary appurtenances thereto, in, on, over, through and across subject parcel.	
39	WD 126/388	12/20/2004	12/22/2004	F. Wilbur Jeffers aka Wilbur Jeffers and Barbara J. Jeffers, husband and wife	BVL Inc., an Ohio Corporation	60.181	2 Tracts: Subject parcel being both tracts; Tract #1: Being the NW 1/4 of the SW 1/4, Tract #2: Being the SW part of the Christian Roth farm and being the S part of the SW 1/4 of the NW 1/4 of Section 9, Township 4, Range 5, Green Township, Monroe County, Ohio	*Conveyance is subject to royalty reservation as established in WD 104/222. * Instrument makes mention to date of death for Olive Jeffers as 10/22/1997 which would demonstrate the life estate reserved in Surv. Deed 163/955 is extinguished. See unofficial Death Record - Olive J. Jeffers which 10/22/1997 as Olive Jeffer's date of death. * Excepting 4.009 acres. Acreage calculated after exception.
40	Judgment Case 2007-299	10/29/2007	4/25/2008	The Ohio Telephone Co., d/b/a AT&T	Bruce A. Claugus, d/b/a Claugus Family Farm		Judgment concerning a Temporary Restraining Order and a Preliminary Injunction filed by AT&T against Defendant, Bruce A. Claugus. Case dismissed without prejudice pursuant to Civil Rule 41(A)(1)(a).	
41	WD 202/769	3/25/2011	6/14/2011	BVL Inc., an Ohio Corporation	Claugus Family Farm, L.P. c/o Bruce Claugus	60.181	2 Tracts: Subject parcel being both tracts; Tract #1: Being the NW 1/4 of the SW 1/4, Tract #2: Being the SW part of the Christian Roth farm and being the S part of the SW 1/4 of the NW 1/4 of Section 9, Township 4, Range 5, Green Township, Monroe County, Ohio	*Conveyance is subject to royalty reservation as established in WD 104/222. * Excepting 4.009 acres. Acreage calculated after exception.

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NO.	INSTRUMENT	INSTRUMENT DATE	RECORDED DATE	GRANTOR	GRANTEE	ACREAGE	CONVEYANCE	COMMENTS
42	Affidavit 210/667	11/28/2011	11/30/2011	Bruce A. Claugus, managing partner of Claugus Family Farm, L.P.	The Public	64.19	Affidavit of Abandonment concerning the reservation established in WD 117/133. Affidavit states, " that the (1/8) of all the oil and gas was excepted and reserved to J.H. Holtsclaw and Martha Ellen Holtsclaw Claugus in a Warranty Deed from J.H. Holtsclaw and Martha Ellen Holtsclaw Claugus to Olive Jeffers and Wilbur Jeffers dated may 3, 1945, filed for record May 3, 1945, and recorded at Volume 117, Page 133, Monroe County Deed Records. This mineral interest has been abandoned pursuant to division (B) of section 5301.56 of the Ohio Revised Code." See Notice 212/438.	* Affidavit states that the 1/8 of all oil and gas was originally reserved in WD 117/133. It appears as though the initial 1/8 royalty reservation was originally established by WD 104/222. *It also appears as though this instrument incorrectly references WD 117/133 instead of WD 117/135. *Because no new reservation was made in WD 117/135, this document is ineffective as to the subject parcel and has been treated as such in the Mineral Ownership Report.
43	Assignment 211/866	12/19/2011	12/21/2011	Beck Energy Corporation	TD, LLC		Assignment of ORRI in multiple unidentified OGLs, being the positive difference between 18.75% and all royalty, overriding royalty, production payments, and other burdens which encumber the leases insofar and only insofar as oil and gas leases cover depths below the true vertical depth of the top of the Burkett Formation which is located at 3,860 ft. in well number 34121240720000, located in Seneca Township, Noble County, Ohio	**DEPTH CLAUSE:** This document assigns only the deep rights from the top of the Burkett Formation which is located of 3,860 ft. and below. Instrument does not contain an exhibit despite reference to one.
44	Assignment 211/908	12/20/2011	12/21/2011	Beck Energy Corporation	Exxon Mobile Corporation, c/o XTO Energy, Inc.		Assignment of multiple OGLs, including OGL 118/218 Reserving unto the Assignor all rights, assets, properties, and business of Assignor including subsurface formations and rights related to all depths above the stratigraphic equivalent of the top of the Burkett formation, which occurs at a vertical depth of 3,860 feet in well number 34121240720000, Seneca Township, Noble County, Ohio together with any rights, liabilities, or obligations associated therewith. Assignee receives the right to drill through such depths.	**DEPTH CLAUSE:** Document conveys only deep rights below 3,860ft. Subject OGL identified on page 6 of Assignment 211/900. Excepting if owned by other parties and reserved if owned by Assignor, all rights which occur above a true vertical depth of 3,860 feet in well number 34121240720000, Seneca Township, Noble County, Ohio
45	Notice 212/438	1/5/2012	1/5/2012	Marlin J. Harper, Esq. Attorney for the Claugus Family Farm, L.P.	Monroe County Recorder		Notice, Pursuant to Section 5301.56 of the Ohio Revised Code, to make the following notation in the margin of the document recorded in Volume 117, Page 133; Deed Records of Monroe County. " This mineral interest abandoned pursuant to Affidavit of Abandonment recorded in Volume 210, Page 667, Monroe County Official Records.	*No such note is recorded on WD 117/135 because the affidavit previously filed was insufficient, listing the incorrect source deed for the royalty reservation.
46	OGL Memo 257/592	09/30/2013	11/12/2013	Claugus Family farm, L.P.	Gulfport Energy Corporation	60.181	OGL Memo for Parcel # 09-013002.0000 containing a total of 60.181 acres in Section 9, Center and Green Township, Monroe County, Ohio. Primary Term: 5 years with a 5 year option No release found filed of record.	

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NO.	INSTRUMENT	INSTRUMENT DATE	RECORDED DATE	GRANTOR	GRANTEE	ACREAGE	CONVEYANCE	COMMENTS
47	Full OGL	9/30/2013		Claugus Family farm, L.P.	Gulfport Energy Corporation	60.181	OGL for 60.181 acres in Section 9 of Green Township, Monroe County, Ohio Primary Term: 5 years with a 5 year option Royalty: 20% oil and gas No release found filed of record.	*Excluding mineral rights from the surface to the Berea Shale Formation and Lessor's mineral rights in the Clinton Sandstone Formation. *PUGH CLAUSE: Horizontal and vertical. This lease shall automatically terminate after the expiration of the primary term or extension thereof insofar as to all acres in the Leasehold not then contained within a pooled unit unless otherwise maintained by the provisions of this lease. *Depth Severance: Lessor reserves all oil, gas and other mineral rights from the surface of the earth to 100 feet below the base of the Berea geologic formation. Lessee shall be allowed to drill through such reserved formations to explore, drill, operate and produce all of the oil and gas, and their liquid and gaseous constituents 100 feet below the Berea shale formation. *Pooled unit shall not exceed 1000 acres plus a ten percent variance. If a well is classified as a vertical well drilled to any geologic formation, then the maximum size of the pooled production unit may not exceed 40 contiguous acres. *Not Recorded.