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IN THE SUPREME COURT OF OHIO

CLYDE A. HUPP, *et al.*, Plaintiffs/Appellants, vs. **BECK ENERGY CORPORATION**, Defendant/Appellee.	CASE NO. 14-1933 On Appeal from the Monroe County Court of Appeals, Seventh Appellate District Court of Appeals Case Nos. 12 MO 6 13 MO 2 13 MO 3 13 MO 11

APPELLEE'S MEMORANDUM IN RESPONSE TO JURISDICTION

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EXPLANATION OF WHY THIS CASE IS NOT OF PUBLIC OR GREAT GENERAL INTEREST

Appellants, Clyde A. Hupp, et al. ("Appellants"), should not be permitted to upend over 100 years of clear Ohio oil and gas law simply because they now regret a contract they entered into prior to the onset of the Utica shale boom in Ohio. Appellants erroneously attack various provisions of Beck Energy Corporation's ("Beck Energy") GT83 Lease alleging "abstruse terminology" and "outdated legal jargon" allows them to void their contractual obligations with Beck Energy. (Memorandum in Support of Jurisdiction, p. 1) Appellants also challenge the court of appeals' equitable authority to issue a tolling order based on timeliness and lease viability arguments. Beck Energy respectfully asks that the Court decline jurisdiction because Appellants' propositions of law do not raise issues of public or great general interest and have previously been addressed by this Court.

In their First and Second Propositions of Law, Appellants claim the GT83 Lease contains "loopholes" or "obscure terms of art." (Memorandum in Support of Jurisdiction, p. 5) However, the meanings of primary term, secondary term, delay rental payments, and implied covenants are well-defined concepts under Ohio oil and gas law, including decisions of this Court, and no ambiguity exists regarding their usage in the GT83 Lease.

The court of appeals correctly interpreted the lease provisions and determined the GT83 Lease is not a no-term lease because its habendum clause contains a "primary" and "secondary" term. *Hupp v. Beck Energy Corp.*, 7th Dist. Monroe Nos. 12 MO 6, 13 MO 2, 13 MO 3, 13 MO 11, 2014-Ohio-4255, ¶90. These terms are not "suggested" developmental timelines that permit the primary term to be extended indefinitely with no development. The

court of appeals also correctly concluded the delay rental clause only applies during the primary term of the lease. (*Id*. at ¶99)

Appellants rely on Paragraph 9 of the GT83 Lease and *Ionno v. Glen-Gery Corp.*, 2 Ohio St.3d 131, 443 N.E.2d 504 (1983), in support of their argument that the GT83 Lease contains an implied covenant to reasonably develop. Appellants' argument ignores the plain language of Paragraph 9 and misinterprets the *Ionno* decision. Paragraph 9 of the GT83 Lease explicitly waives any implied covenant to reasonably develop, as does Paragraph 19, which Appellants completely fail to mention in their Memorandum.

Ionno is distinguishable for three reasons. First, *Ionno* did not involve an express waiver of the implied covenants. Second, *Ionno* implies a covenant to reasonably develop only where the lease "fails to contain any specific reference to the timeliness of development." *Id*. at 133. The GT83 Lease's habendum clause has a well-defined primary and secondary term imposing time parameters for development. Third, the GT83 Lease's delay rental payments are separate and independent consideration to delay drilling during the primary term of the lease, whereas the payments in *Ionno* were not additional consideration because they were credited against future royalties. *Id*. at syllabus.

Appellant's Third Proposition of Law takes exception with the court of appeals' use of its equitable discretion to fashion a tolling order from the date Beck Energy first moved for tolling. Appellants waived this argument when they agreed the tolling order should commence from this date.[1] Even if the Court considers the merits of this argument, Ohio favors the equitable use of tolling orders and courts regularly use them in oil and gas lease disputes.

[1] Plaintiffs' Response to Beck Energy's Motion to Toll All Terms of the Oil and Gas Leases, pp. 1-2, Oct. 9, 2012.

See Griffith v. Hess Corp., S.D.Ohio Case No. 2:14-CV-00337, 2014 WL 1407953, *3 (Apr. 11, 2014).

Appellants' assertion that Beck Energy's request for tolling was untimely because there was nothing left to toll after the trial court declared the leases void ab initio also lacks merit. A stay was issued pending appeal to prevent the trial court's decision from taking effect, and the court of appeals correctly subsequently decided the leases were valid. Despite the fact that Appellants' claims were meritless, had the court of appeals not exercised its equitable discretion and tolled the challenged leases, many of the leases would have expired during the course of this litigation. In the end, Beck Energy would have won the battle when the court of appeals found its GT83 Lease valid, but absent the tolling order, would have lost the war if many of the challenged leases had expired in the interim. Tolling also precludes frivolous lawsuits by landowners merely to cloud title so the primary term will expire causing the lease to terminate.

Appellants' arguments do not concern open, unresolved legal issues of public or great general interest. Appellants' proposed interpretation of well-known lease terms contravenes a century of well-established law and would drastically and negatively impact oil and gas leasing in Ohio. The court of appeals' decision correctly interpreted the lease provisions consistent with existing Ohio law. The court of appeals also acted well within its equitable authority when it granted Beck Energy's request for a tolling order that Appellants agreed should commence on the date Beck Energy first requested tolling. For these reasons, Beck Energy asks that the Court decline jurisdiction in this appeal.

STATEMENT OF THE CASE AND FACTS

Appellants instituted an action for declaratory judgment and quiet title on September 14, 2011. Appellants asked the trial court to find the GT83 Lease void as a no-term

lease and to forfeit the leases due to an alleged breach of the implied covenant to develop. Appellants filed amended class action complaints on September 29 and September 30, 2011. Beck Energy moved for dismissal arguing Appellants failed to comply with the 30-day-notice requirement to allow it to cure any alleged breaches of the leases. Appellants moved for summary judgment. The trial court granted Appellants summary judgment on July 12, 2012, and denied Beck Energy's motion to dismiss. The trial court concluded the GT83 Lease was a no-term lease that violated public policy and the implied covenant of reasonable development. The trial court journalized its decision on July 31, 2012.

Following the summary judgment decision, on July 19, 2012, Appellants moved to certify a class action under Civ.R. 23(B)(2) and filed a motion for leave to file a third amended complaint to include property owners in all Ohio counties. On August 28, 2012, Beck Energy moved to stay the trial court's decision. The trial court never ruled on this motion. On September 12, 2012, Appellants withdrew their motion to file a third amended complaint and filed an amended motion for class certification requesting certification of a class consisting of only Monroe County landowners. Beck Energy opposed class certification. On October 1, 2012, Beck Energy moved to toll the leases between the named plaintiffs and Beck Energy. The trial court never ruled on Beck Energy's tolling request.

On February 8, 2013, the trial court granted class action certification. On June 10, 2013, following a limited remand from the court of appeals, the trial court issued a journal entry further defining the class. The certified class consisted of all Beck Energy lessors in the State of Ohio where Beck Energy neither drilled nor prepared to drill a gas/oil well, nor included the property in a drilling unit, within the time period set forth in Paragraph 3 of the GT83 Lease.

On July 8, 2013, Beck Energy repeated its request for a stay of the trial court's judgment and on July 16, 2013, moved to toll the leases of the named plaintiffs and the Civ.R. 23(B)(2) class members. Despite having certified a class action, on August 2, 2013, the trial court tolled only the leases of the named plaintiffs. In a decision and judgment entry issued on August 16, 2013, the trial court granted Beck Energy's request for a stay of execution conditioned upon the posting of a $14,000,000 bond. On this same date, Beck Energy filed a motion in the court of appeals, under App.R. 7(A), and requested emergency injunctive relief by tolling the leases of all class action members. On August 30, 2013, Beck Energy also asked the court of appeals to set aside the requirement of a supersedeas bond.

On September 17, 2013, the court of appeals granted Beck Energy a temporary stay of execution pending a further hearing before the court. Following the hearing, the court issued a judgment entry on September 26, 2013, that: (1) set aside the requirement that Beck Energy post a $14,000,000 bond, applied the stay of execution to the named plaintiffs, and proposed defined class members for the July 12, 2012 decision granting summary judgment, including the journalization of the trial court's decision on July 31, 2012, the trial court's February 8, 2013 judgment granting class certification, and the trial court's June 10, 2013, judgment defining the class and finding Beck Energy's counterclaims moot and barred by res judicata; and (2) tolled the leases of the named plaintiffs and proposed defined class members from October 1, 2012, the date Beck Energy first moved for tolling, continuing during the pendency of any appeals until this Court accepts or declines jurisdiction.

LAW AND ARGUMENT

I. *RESPONSE TO APPELLANTS' PROPOSITION OF LAW NO. 1*

A. **The court of appeals did not rewrite the GT83 Lease when it determined the lease was not a no-term lease subject to extension with no development.**

1. *The GT83 Lease is not a no-term lease.*

The court of appeals did not rewrite the GT83 Lease when it found its habendum clause contains a "primary" and "secondary" term. *Hupp, supra*, at ¶86. The GT83 Lease's habendum clause is found in Paragraph 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 in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search of oil or gas as provided in Paragraph 7 following.

Appellants take exception with the habendum clause because it does not specifically use the phrase "primary term." (Memorandum in Support of Jurisdiction, p. 9) The chart below demonstrates Ohio courts have routinely interpreted similar habendum clauses concluding they contain a "primary" and "secondary" term, even though the clauses' language does not specifically identify each term as such.

Case	**Habendum Clause**
Blausey v. Stein, 61 Ohio St.2d 264, 400 N.E.2d 408 (1980)	"The lease, executed by the predecessors in interest of the parties herein, provided that it would continue for a term of 'five years, or as long thereafter as oil or gas is found in paying quantities * * *.' " *Id*. at 264, 265.
Moore v. Adams, 5th Dist. Tuscarawas No. 2007AP090066, 2008-Ohio-5953	"[L]ease shall be * * * '[f]or a term of two (2) years and so much longer thereafter as oil, gas or their constituents are produced in paying quantities thereon or operations are maintained on all or part of the certain tract of land * * *' " *Id.* at ¶3, ¶26.

Case	**Habendum Clause**
Gisinger v. Hart, 115 Ohio App. 115, 184 N.E. 2d 240 (4th Dist.1961)	" 'To have and to hold unto and for the use of the lessee his heirs successors and assigns for the term of ten years from the date hereof and as much longer as oil and gas is produced in paying quantities.' " *Id.* at 241.
Cameron v. Hess Corp., 974 F.Supp. 2d 1042 (S.D.Ohio 2013)	"It is agreed that this lease shall remain in force for a term of five (5) year(s) from [June 14, 2007], and as long thereafter as oil or gas * * * or either of them, is produced from said land by the Lessee, its successors and assigns. Lessee has the option to extend this lease for an additional term of five (5) year(s) from the expiration of the primary terms of this lease * * *" *Id.* at 1045, 1046.

The court of appeals' conclusion that the GT83 Lease contains a primary and secondary term and is not a no-term lease is consistent with the above case law interpreting similar habendum clause language. The court of appeals did not import terms from case law or rewrite the lease when it reached this conclusion.

2. *Delay rental payments only apply during the GT83 Lease's primary term.*

Appellants also challenge the court of appeals' conclusion that delay rental payments only apply during the primary term of the GT83 Lease. Paragraph three of the lease allows for the payment of delay rentals during the primary term:

> This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within ____ months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereunder pay a delay rental of _____ Dollars each year, payments to be made quarterly until the commencement of a well. * * *

Case law from this Court supports the court of appeal's interpretation of this lease provision.

Case	**Delay Rental Clause**
Northwestern Ohio Nat. Gas Co. v. City of Tiffin, 59 Ohio St. 420, 54 N.E. 77 (1899)	"[T]he lessee was required to complete a well on it within nine months from the date of the lease, or, on failure to do so within that time, to pay an annual rental until the well should be completed. Upon payment of the rental his right to complete the well continued for the specified term of five years [primary term] **but no longer** * * *" (Emphasis added.) *Id.* at 442-443.
Brown v. Fowler, 65 Ohio St. 507, 63 N.E. 76 (1902)	" 'In case no well shall be drilled on said premises within twelve months from the date thereof, this lease shall become null and void, unless the lessee shall pay for the further delay at the rate of one dollar per acre at or before the end of each year thereafter until a well shall be drilled.' This clause clearly means that the lease may be made to terminate in less than two years-that is at the end of twelve months-by a failure to drill a well on the premises within the twelve months but that the lessee may prevent such termination of the lease * * * by paying further delay * * * until a well shall be drilled * * * So that **this clause cannot have the effect, in any event, to extent (sic) the lease beyond the two years definitely and certainly fixed in the habendum clause.**" (Emphasis added.) *Id*. at 522.

Appellants cite *Beaverkettle Farms, Ltd. v. Chesapeake Appalachia, LLC*, N.D.Ohio No. 4:11CV02631, 2013 WL 4679950 (Aug. 30, 2013) and ask the Court to conclude the delay rental provision, under the GT83 Lease, is not limited to the primary term. (Memorandum in Support of Jurisdiction, pp. 10-11) *Beaverkettle's* delay rental provision is distinguishable because it included additional language concerning the retention of undrilled acreages after a well was drilled. *Id*. at *11.

Beaverkettle did not hold a delay rental provision applies in the secondary term, but rather found a genuine issue of fact with respect to the parties' understanding of that term with respect to the unique language used in that particular lease. *Id*. at *16. Conversely, the GT83 Lease is in its primary term and its delay rental provision contains no such uncertainty. The language is not ambiguous and is comparable to the language this Court considered in the

Northwestern Ohio Nat. Gas Co. and *Brown* cases. Therefore, the operation of the delay rental provision is limited to the specific fixed ten-year primary term of the GT83 Lease.

II. ***RESPONSE TO APPELLANTS' PROPOSITION OF LAW NO. 2***

A. **The GT83 Lease does not contain an implied covenant to reasonably develop.**

1. *No ambiguity exists in Paragraph 9 of the GT83 Lease.*

The GT83 Lease does not contain an implied covenant to reasonably develop[2] resulting from any alleged ambiguity in Paragraph 9 of the lease. This paragraph states:

> [T]he consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

Appellants attempt to create an ambiguity by omitting the language "on the leased premises" and ignoring "or otherwise" from Paragraph 9. (Memorandum in Support of Jurisdiction, p. 12) When read in its entirety, Paragraph 9 establishes Appellants received full and adequate consideration for all rights, including the right to drill or not drill on the leased premises and the right to drill or not drill to offset production on surrounding property. Appellants' argument also ignores Paragraph 19 of the GT83 Lease that further clarifies "no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them."[3] The specific recitation that Appellants received full and adequate

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[2] In fact, this Court has held that a delay rental provision supersedes any implied covenant to develop during the primary term. *Kachelmacher v. Laird*, 92 OhioSt. 324, 332, 110 N.E. 933 (1915).

[3] The Fourth, Fifth, Seventh, and Ninth Districts are all in accord that identical language as that in Paragraph 19 waives any implied covenant to develop. *Bilbaran Farm, Inc. v. Bakerwell, Inc*., 5th Dist. No. 12-CA-21, 2013-Ohio-2487; *Bushman v. MFC Drilling Inc*., 9th Dist. Medina No. 2403-M, 1995 WL 434409 (July 19, 1995); *Taylor v. MFC Drilling, Inc.*, 4th Dist. Hocking No. 94CA14, 1995 WL 89710 (Feb. 27, 1995); *Holonko v. H.D. Collins*, 7th Dist. Mahoning No. 87 C.A. 120, 1988 WL 70900. In fact, the Fifth District found a claim as advanced by Appellants to be frivolous based on the express terms of the lease and prior legal precedent. *Bilbaran Farm, Inc. v. Bakerwell, Inc.*, 5th Dist. No. 14CA07, 2014-Ohio-4017.

consideration for the rights granted Beck Energy, including the right to drill or not drill, does not create any ambiguity when read in conjunction with the general waiver of all implied covenants.

2. *The Ionno case in inapplicable.*

Appellants' reliance on *Ionno, supra*, is misplaced. First, *Ionno* is factually distinguishable. The *Ionno* court found: "An annual advance payment which is credited against future royalties cannot be viewed as a substitute for timely development." *Ionno, supr*a, at 134. The delay rental payments made under the GT83 Lease are not credited against future royalties. They are non-refundable payments of rent to Appellants as separate consideration for the right to delay drilling during the leases' primary term. Second, an implied covenant to reasonably develop is only implied where the lease fails to contain any specific reference to timeliness. *Id.* at 133. The GT83 Lease specifically references a timeline for development in its habendum clause.

Third, an implied covenant exists only where there are no express provisions to the contrary. "This court has long adhered to the general principle that absent express provisions to the contrary, a mineral lease includes an implied covenant to reasonably develop the land. *Beer v. Griffith* (1980), 61 Ohio St.2d 119, 399 N.E.2d 1227 [15 O.O.3d 157], paragraph two of the syllabus; *Venedocia Oil & Gas Co. v. Robinson* (1905), 71 Ohio St. 302, 314, 73 N.E. 222; *Harris v. Ohio Oil Co.* (1897), 57 Ohio St. 118, 127, 48 N.E. 502." *Id*. at 132-133.

Paragraph 19 of the GT83 Lease expressly waives all implied covenants:

> 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. * * *

The GT83 Lease complies with the mandate of *Ionno* and expressly and unambiguously waives all implied covenants, including the implied covenant to reasonably develop the land.

III. ***RESPONSE TO APPELLANTS' PROPOSITION OF LAW NO. 3***

A. **The court of appeals properly exercised its equitable authority when it tolled the GT83 Leases.**

The court of appeals stayed the trial court's decision from taking effect on September 26, 2013, and exercised its equitable authority to prevent the leases from expiring, during the pendency of the appellate process, by issuing a tolling order. Current counsel entered an appearance on behalf of Beck Energy on August 23, 2012, less than a month after the trial court journalized its decision finding the GT83 Lease void ab initio. Five days later, Beck Energy moved to stay the trial court's judgment. On October 1, 2012, 62 days after the trial court found the GT83 Lease void ab initio, Beck Energy moved to toll the leases of the named plaintiffs. At that time, the trial court had not yet certified a class action. The trial court never ruled on Beck Energy's motion for stay or request for tolling.

On February 8, 2013, the trial court certified a Civ.R. 23(B)(2) class action. The court of appeals issued a limited remand for the trial court to further define the class, which it did in a journal entry filed on June 10, 2013. On July 8, 2013, Beck Energy again moved the trial court for a stay pending appeal. Eight days later, on July 16, 2013, Beck Energy renewed its request for tolling, this time asking the trial court to toll the leases of the named plaintiffs and the Civ.R. 23(B)(2) class members. The trial court issued a decision and entry on August 2, 2013, tolling only the named plaintiffs' leases. On August 16, 2013, the trial court conditioned a stay of execution upon Beck Energy posting a $14,000,000 bond.

On this same day, Beck Energy filed, in the court of appeals, an emergency motion for injunctive relief pursuant to App.R. 7(A). Beck Energy asked the court of appeals to toll the leases of the Civ.R. 23(B)(2) class members in addition to the leases of the named plaintiffs. On August 30, 2013, Beck Energy also moved the court of appeals to set aside the bond requirement. On September 26, 2013, the court of appeals granted Beck Energy its requested relief.

1. *Appellants waived any challenge to the court of appeals' tolling order.*

Initially, Beck Energy notes Appellants waived any challenges concerning tolling because Appellants stated at pp. 1-2 of their Response to Beck Energy's Motion to Toll All Terms of the Oil and Gas Leases filed on October 9, 2012 that, "[p]laintiffs concede to tolling, but only from the date of Beck's motion asking for equity." That date was October 1, 2012, which is the effective date of the court of appeals' tolling order. For this same reason, the Court should also disregard Appellants' request to amend the tolling order to make it effective from June 10, 2013.

2. *Beck Energy timely requested tolling and the leases remained valid and subject to tolling due to the stay of execution.*

If the Court decides to address the merits of this proposition of law, Ohio law recognizes a lessee's right to equitable tolling. *Griffith, supra*, at *5. *See also Three Waters, LLC v. Northwood Energy Corp.*, Monroe C.P.No. 2012-042 (June 12, 2012); *Wiley v. Triad Hunter, LLC*, S.D.Ohio No. 2:12-cv-00605 (Sept. 27, 2013); *Chesapeake Exploration, L.L.C. v. McClain*, S.D.Ohio No. 2:13-CV-0445 (July 30, 2013). Indeed, it is arguably part of the powers granted an appellate court, under Civ.R. 62(D),[4] to maintain the status quo.

[4] Civ.R. 62(D) states:
(D) Power of appellate court not limited

In *Griffith*, the district court considered a timeliness argument. The district court granted a tolling order requested by Hess Corporation ("Hess") after the court found its lease terminated on a specific date on its own terms. *Id*. at *2. The landowner argued Hess's request for tolling was untimely because it waited 617 days from the inception of the action to seek tolling. *Id*. at *3. The landowner also argued the delay was unreasonable and prejudicial because granting tolling back to the date of filing revived the lease, which otherwise had already expired. *Id*.

The district court rejected the timeliness argument and instead issued a tolling order from the date of service until final disposition, including any appeal. *Id*. at *6. The court explained tolling is appropriate only after the court has ruled on the validity of the lease. *Id*. at *2. Hess was not "exceedingly late" when it asked for tolling 617 days after the suit was filed. *Id*. at *3. Nor did the court find merit in the landowner's argument regarding revival of the lease. Instead, the court found the landowner could hardly be surprised that Hess desired to recover the more than 18 months of its lease for which it paid, and which the litigation rendered unusable. *Id*. at *2. The lawsuit deprived Hess of its rights to make use of the land from the suit's commencement until the June 2013 expiration of the lease. *Id*. at *5. Absent tolling, Hess's tender of a $13,716 renewal payment in May 2012, giving it until June 2013 to commence drilling operations, would have purchased nothing. *Id*.

In the present matter, all of the challenged GT83 Leases are in their primary term and Beck Energy continues to make timely delay rental payments. For over three years, this

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> The provisions in this rule do not limit any power of an appellate court or of a judge or justice thereof to stay proceedings during the pendency of an appeal or to suspend, modify, restore, or grant an injunction during the pendency of an appeal or <u>to make any order appropriate to preserve the status quo</u> or the effectiveness of the judgment subsequently to be entered. (Emphasis added.)

litigation has completely foreclosed Beck Energy's ability to develop its leaseholds. Beck Energy timely requested tolling 302 days after the commencement of this action and only after the trial court found the GT83 Lease void ab initio. Tolling is necessary to prevent the leases from expiring during the appellate process and to compensate Beck Energy for the additional time it has been deprived, which to date is approximately three years and three months, while defending the GT83 Lease's validity.

Appellants' reliance on *Cardinale v. Ottawa Regional Planning Comm.*, 89 Ohio App.3d 747, 627 N.E.2d 611 (6th Dist.1993) in support of their timeliness argument is misplaced because it dealt with a request for tolling in the context of a final plat approval for a development. *Id*. at 753-754. Although the court of appeals found tolling was proper due to pending litigation by third-party adversaries, the mechanism to sustain the status quo was through the issuance of a preliminary injunction. *Id*. at 754. Appellants do not suggest Beck Energy should have requested injunctive relief rather than tolling.

Second, Appellants' arguments are contradictory. Appellants rely on *Cameron v. Hess Corp.*, S.D.Ohio No. 2:12-CV-00168, 2014 WL 366723, *15 (Feb. 3, 2014) and suggest the court of appeals should follow a rule that a request for tolling is premature until a finding is made that the lease is valid and enforceable. (Memorandum in Support of Jurisdiction, p. 15) The *Hess* court actually held "tolling is appropriate only <u>after</u> the Court has ruled on the validity of the leases." (Emphasis added.) *Id*. at *5. In contradiction of this argument, Appellants also argue Beck Energy should have moved to toll the leases <u>before</u> the trial court ruled on their validity because there was nothing left to toll after the trial court issued its summary judgment decision. (*Id*. at p. 14)

Despite Appellants' contradictory arguments, the fact is Appellants suffered no harm from the timing of the court of appeals' tolling order. Had the court of appeals affirmed the trial court's decision finding the leases void ab initio, the tolling order would have dissolved. Further, the court of appeals' tolling order is less onerous than the one in *Griffith* because it does not commence from the initiation of the lawsuit but instead from the date Beck Energy first moved for tolling. All of these reasons support the conclusion that the court of appeals properly tolled the disputed leases effective October 1, 2012.

CONCLUSION

This case is a straightforward application of well-settled oil and gas law. The court of appeals properly interpreted common oil and gas lease terms when it determined the GT83 Lease is valid and does not violate public policy. Further, the court of appeals properly exercised its equitable authority when it tolled the challenged leases. Because this case does not present any undecided questions of law, there is no question of public or great general interest, and jurisdiction should be denied.

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