#### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF OHIO EASTERN DIVISION

BRIAN EATON and CYNTHIA EATON, individually and on behalf of a class of all others similarly situated,

and

**CUNNINGHAM PROPERTY** 

Case No. 2:19-cv-3412

JUDGE EDMUND A. SARGUS, JR. Magistrate Judge Chelsey M. Vascura

# MANAGEMENT TRUST,<br/>individually and on behalf of a<br/>class of all others similarly situated,FIRST CONSOLIDATED<br/>CLASS ACTION COMPLAINT

# DEMAND FOR JURY TRIAL

v.

ASCENT RESOURCES - UTICA, LLC 301 N.W. 63rd, Suite 600 Oklahoma City, Oklahoma 73116

Plaintiffs,

Defendant.

# FIRST CONSOLIDATED CLASS ACTION COMPLAINT

Plaintiffs Brian C. Eaton, Cynthia K. Eaton, and Cunningham Property Management Trust (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, allege the following based on personal knowledge, investigation of counsel, and belief:

# I. INTRODUCTION

1. This is a class action for compensatory damages, injunctive relief, and other legal and equitable remedies arising from the systematic underpayment of royalties owed to Plaintiffs and the putative Class and Subclass members described herein.

2. This First Consolidated Class Action Complaint seeks class certification pursuant to Federal Rule of Civil Procedure 23(c).

# **II. JURISDICTION AND VENUE**

3. Jurisdiction arises pursuant to 28 U.S.C. § 1332(a) and (d) because (i) Plaintiffs and at least one member of the putative class are citizens of a state different from Defendant, (ii) the amount in controversy exceeds \$5 million exclusive of interest and costs, and (iii) none of the exceptions under 28 U.S.C. §§ 1332(d) apply to the instant action.

4. Defendant, Ascent Resources – Utica, LLC, is subject to the jurisdiction of this Court pursuant to Federal Rule of Civil Procedure 4 and 28 U.S.C. § 115(b)(2) because it is registered to do business in, and does business in, this District.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and S.D. Ohio Civ. R. 82.1(b) because Defendant transacts business in this District, a substantial part of the events giving rise to the claims occurred in this District, and Defendant is subject to personal jurisdiction in this District.

#### **III. PARTIES**

6. Plaintiffs Brian Eaton and Cynthia Eaton own 54.08 acres of real property in Wheeling Township, Belmont County, Ohio. Brian Eaton and Cynthia Eaton are Ohio citizens who reside at 1901 Pennsylvania Avenue, Belpre, Ohio 45714. They are collectively referred to as "Plaintiff Eatons" or "The Eatons" herein. The Eatons are the lessors on the oil and gas lease attached as Exhibit 1.

7. Plaintiff Cunningham Property Management Trust owns approximately 272 acres of real property in Moorefield Township, Harrison County, Ohio. One of the Trust's two Trustees, Philip L. Cunningham, is an Ohio citizen who resides at 76795 Valley Knoll Road, Flushing, Ohio 43977. The Trust and the Cunninghams are collectively referred to

as "Plaintiff Cunningham" herein. Plaintiff Cunningham is the lessor on the oil and gas leases attached as Exhibit 2 and Exhibit 3.

8. Defendant, Ascent Resources – Utica, LLC, is an Oklahoma limited liability company that was previously known as American Energy – Utica, LLC (formed in September 2013). Ascent Resources – Utica, LLC's headquarters and principal place of business is in Oklahoma City, Oklahoma.

9. Defendant, Ascent Resources – Utica, LLC, will also be referred to as"Defendant," "Ascent," or "lessee."

10. Upon information and belief, Ascent Resources – Utica, LLC is a wholly-owned subsidiary of American Energy Partners, LP, an Oklahoma limited partnership whose equity owners include the Estate of Aubrey McClendon, The Energy & Minerals Group, First Reserve, and other institutional investors.

#### IV. UNDERLYING FACTUAL ALLEGATIONS

# A. <u>The process of recovering natural gas by fracking involves</u> <u>expenditures for various procedures that extract, prepare, and</u> <u>transport the natural gas.</u>

11. The Utica Shale lies under New York, Pennsylvania, Ohio, and West Virginia, as well as extending into parts of Kentucky, Maryland, Tennessee, and Virginia. The Utica Shale even extends as far as Ontario and Quebec in Canada.

12. Historically, drilling consisted of going straight into the earth to extract minerals or gas. Soon, technology allowed wells drilled at an angle without much curve. As technology improved, the distance in which the wellbores could go from vertical to horizontal decreased, allowing one well to access many more acres of natural gas reserves between wells. 13. Natural gas from the Utica Shale is located within a sub-surface geologic shale formation and is extracted using new horizontal drilling and hydraulic fracturing methods known as "fracking."

14. Since approximately January 1, 2010, Ohio has seen remarkable growth in natural gas drilling in the Utica Shale. This growth came about based upon the new technology that provided a means to access, produce, and profit from the natural gas trapped within this formation. *See* Kristen Allen, *The Big Fracking Deal: Marcellus Shale – Pennsylvania's Untapped Resource*, 23 Vill. Envtl. L.J. 51, 54 n.26 (2012).

15. Before new technology came about, there was no practical way of accessing the natural gas trapped within the Utica shale, not to mention other shales in the United States. *Id.* at 54-55.

16. The outcome of this new technology was a swell in gas production out of the Utica Shale. Companies such as Ascent quickly realized the profits that could be made employing horizontal drilling. As a result, there was an aggressive race to obtain mineral rights from as many landowners as possible.

17. In exchange for the privilege to extract natural gas from landowners' property, lessees such as Ascent pay a "royalty." The royalty payment is a payment of a percentage of the revenue generated from the sale of oil or natural gas produced from the lessor's property. The royalty rates historically were paid at 12.5%, but with the advent of the recent "shale boom," royalties have risen to as high as 21%.

18. Traditionally, lessees of gas rights did not shift costs to the lessors; however, even in the absence of language permitting any cost-shifting, lessees have begun charging back costs to the landowners. 19. Because not every landowner has enough acreage on which to drill a well, many leases contain what are called "unitization" clauses. A unitization clause allows the lessee to take all, or a portion, of a landowner's land to create a pool of neighboring lands that in combination create a suitable drilling unit.

20. In the Utica Shale, these developers typically desire units of 640 acres to over 1,000 acres given that they are drilling horizontally. Thus, royalties for each landowner are calculated based on the amount of the lessor's land contained within the drilling unit.

21. Once the natural gas is reached through the fracking process, a wellhead is placed on the well bore. After the wellhead is placed, natural gas is moved from the well through gathering pipes and ultimately transported through an intrastate transmission pipeline. Intrastate transmission pipelines connect to major interstate transmission pipelines which transport natural gas throughout the United States. The transport and processing steps, which follow removal of natural gas from the wellhead but precede entry of the gas into an interstate transmission pipeline, are referred to in the industry as "gathering."

22. Natural gas is often not in suitable form to be placed directly into an interstate transmission line and must undergo "processing" during the gathering process to remove water content and other impurities.

23. Natural gas must flow from a higher pressure to a lower pressure in order to move to the market, and operators typically must compress the natural gas at various points in order to effectuate the flow of the gas into transmission pipelines. This process is referred to in the industry as "compressing."

# B. <u>The oil and gas industry is plagued by oil and gas lessees that take</u> <u>advantage of lessors by improperly shifting expenses to lessors and</u> <u>inflating deductions from royalty payments.</u>

24. The practice of oil and gas lessees (operators) improperly shifting expenses to mineral owners is not new. Lessees have routinely engaged in these improper practices. *See* Michael Rubinkam, *In Gas Drilling Country, the Honeymoon is Over on Royalties* (Sept. 25, 2016), <u>https://www.msn.com/en-us/money/markets/in-gas-drilling-country-the-honeymoon-is-over-on-royalties/ar-BBwCqjD?li=BBnb7Kz&ocid=edgsp</u> (Attached as Exhibit 4).

25. For example, in Pennsylvania, home to the bulk of the Marcellus Shale, whose "shale boom" preceded the shale boom in Ohio, there have been numerous class-action lawsuits in which mineral owners have made allegations similar to those in this action. 26. In late 2015, the Pennsylvania Attorney General filed a lawsuit against Chesapeake Energy Corporation (Aubrey McClendon's prior company) and its subsidiaries for unfair trade practices and violations of consumer protections laws. The lawsuit alleges that Chesapeake (a major exploration and production company in Pennsylvania) has improperly shifted "post-production" costs and otherwise "inflated" post-production expenses at the expense of the mineral owners in Pennsylvania. (Case No 2015 IR 69, Bradford County Court of Common Pleas.)

27. Chesapeake was also the defendant in another recent class action lawsuit filed in the Middle District of Pennsylvania: *Demchak Partners, Ltd. v. Chesapeake Appalachia, LLC*, Case No. 3:13-cv-02289, in which the plaintiffs made nearly identical allegations to those made in the instant case. Chesapeake settled this lawsuit in 2014. 28. There is a class action pending in the United States District Court for the Middle District of Pennsylvania that alleges similar allegations to the instant action: *Brown v*. *Access Midstream Partners, LP*, Case No. 3:14-cv-591.

29. There is a second class action pending in the United States District Court for the Middle District of Pennsylvania that alleges similar allegations to the instant action: *The Suessenbach Family LP v. Access Midstream Partners, LP*, Case No. 3:14-cv-01197.

# C. <u>Ascent's mishandling of the royalty payments to Plaintiff Eatons is</u> <u>an example of Ascent's widespread impropriety towards its</u> <u>lessors.</u>

30. The Eaton property is burdened by a July 26, 2011 oil and gas lease between
Brian and Cynthia Eaton and Marquette Exploration, LLC. The lease covered Tax Parcel
#51-00135.00, consisting of 54.08 acres. (Lease attached as Exhibit 1).

31. Defendant Ascent is the successor to Marquette Exploration, LLC and now holds the "lessee" interest in this lease, at least for the Utica Shale.

32. Regarding Royalty Payments, the lease provided for a 16.00% royalty and further states:

Royalty Payments. The royalties reserved by Lessor, and which shall be paid by Lessee, are: (a) On oil (including but not limited to distillate and condensate) 16% of that produced and saved from the leased 5. premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected, provided; however, Lessee, at its option, may from time to time purchase such royalty oil, paying therefore not less than the price prevailing in the pricing area for oil of like grade and gravity at the time of delivery; (b) On gas, including coalbed methane gas, gob gas, casinghead gas and all other gaseous or vaporous products, the market value at the wells of 16% of the gas so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering, compressing, and making merchantable such gas, provided, that on gas sold at the wells, the royalty shall be 16% of the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, if any such sale of gas is regulated as to price by any governmental agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated, or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering, compressing, and making merchantable such gas, and which amount may be further adjusted up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. Lessor agrees to pay any and all taxes levied or assessed upon its interest in the production of oil and gas from the leased premises and Lessee is hereby authorized to pay such taxes and assessments on behalf of Lessor and to deduct the amount so paid from any monies payable to Lessor hereunder. In the event any extraneous substance (being any substance that is obtained from sources other than the leased premises or lands pooled or unitized therewith) is injected into subsurface strata in connection with secondary, tertiary, or other enhanced recovery operations hereunder, any like substance thereafter produced hereunder, or contained in oil or gas thereafter produced hereunder, from such strata shall be deemed to be part of the extraneous substance so injected until the total volume thereof equals the total volume of the extraneous substance so injected, and no royalty shall be payable hereunder on any such extraneous substance. During any period after expiration of the primary term hereof, where there is a gas well on the leased premises or on a unit that includes all or a part of the leased premises, however designated, capable of producing gas and gas is not being sold or used on or off the leased premises and the well or wells are shut-in and there is no current production of oil or operations on any part of said leased premises sufficient to keep this lease in force, Lessee shall be obligated to pay or tender as shut-in rental the amount of Fifty Dollars (\$50.00) per net acre of this lease contained in the drilling unit (which shall be the same and shall be paid regardless of the number of shut-in wells and regardless of whether the shut-in well or wells be located upon said leased premises or upon such other acreage as is embraced in such unit) for each six (6) month period during the shut-in period and it will be considered that gas is produced, for all purposes of this lease, during any period that such well or wells are so shut-in; such amount for the first six (6) month period to be payable within ninety (90) days following shutting-in of the last well, and payment for each subsequent six (6) month period, if required, shall be payable on or before the beginning date of each such subsequent six (6) month period. The amount of each such rental payment or tender may be paid to Lessor by check or draft of Lessee and such payments may be commenced and continued either during or beyond the primary term. No such shut-in rental payments shall be required during the primary term of this lease. Lessee's failure to properly pay such rental payments shall render Lessee liable for the amount due but shall not operate to terminate this lease. Lessee shall use reasonable diligence to market gas capable of being produced from such shut-in well or wells, but shall be under no obligation to market such gas under terms, condition, or circumstances which, in Lessee's judgement exercised in good faith, are unsatisfactory.

33. However, the main body of the lease is subject to an Addendum (part of Exhibit

1), which was also signed on July 26, 2011, and made part of the lease.

34. Regarding the royalty payments, the Addendum controls and states:

#### ROYALTY

Market Enhancement Clause It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas 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, eathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee.

35. During the last six years, Ascent (under its current and former names) has been active in securing oil and gas leases, sub-leases, or partial lease assignments within eastern Ohio for the purpose of exploring for and producing natural gas, oil, and other liquid and gaseous hydrocarbons from the Utica Shale geologic formation.

36. Upon information and belief, the Eaton property is included within the drilling units for several oil and gas wells that are owned and operated by Ascent by virtue of the leasing rights granted in the aforementioned oil and gas lease.

37. Specifically, the Eaton property is included within the associated drilling units for the following wells in Belmont County: CAPSTONE HOLDINGS 2H-9, CAPSTONE

HOLDINGS 3H-9, CHC DUTTON W WHL BL 5H, CHC DUTTON W WHL BL 4H,

BLAYNEY N WHL 3H, BLAYNEY E WHL BL 5H-A, and BLAYNEY W WHL BL 1H-A.

38. Plaintiff Eatons, as lessors, are entitled to royalty payments from the

hydrocarbon production of these wells, to be paid according to the royalty provisions of the operative leases.

39. Plaintiff Eatons began receiving royalty payments with associated "royalty statements" in late 2014.

40. Plaintiff Eatons noticed very substantial "post-production" cost deductions from the royalty payment for items such as compression, processing, treating, transportation, fuel, marketing, gathering, and other costs. 41. Although listed as "Deduct Codes" on the royalty statement, these deductions were not further explained.

42. Plaintiffs noticed that the deductions varied, often substantially, without any explanation or apparent good cause. (See sample Eaton Royalty Statements attached as Exhibit 5.)

43. The royalty statements reflect deductions ranging from 25% of the gross value of the hydrocarbons produced to as much as 76% of the gross value.

44. These deductions, when taken over the course of the life of these wells, will potentially amount to tens, if not hundreds, of thousands of dollars of lost royalty revenue to Plaintiffs.

45. Insofar as the lessee may be entitled to deduct any "post-production" expenses, the lessee (Ascent) may not deduct for expenses related to any infrastructure or efforts that occur *before* the product (natural gas, oil, or condensate) reaches the point of sale to the market. Stated differently, because the natural gas is not in marketable form *until* it meets the quality and pressure specifications of the interstate pipeline into which it is delivered, the lessee may not deduct for any costs incurred to pressurize, transport, or process the gas *before* it is placed into an interstate pipeline.

46. Indeed, per the subject lease, Ascent may only take deductions, in proportion to the lessor's royalty, if and only if, such expenses are to enhance the value of marketable oil, gas, or other products in order to receive a better price.

47. The high deductions indicate that Ascent is arbitrarily deducting for its own capital expenditures for compression, separation, processing, gathering, and transportation equipment associated with Ascent's production operations in eastern Ohio without support in the contract or any basis for doing so.

48. Based on an implied duty to market and also an implied duty to act as a reasonable prudent operator, duties imposed as a matter of law, Ascent is obligated to market and sell its gas production at the highest price obtainable.

49. Further, insofar as the lessee may be entitled to deduct any "post-production" expenses, "gathering" expenses (as that term is defined within the industry) may not be deducted from a lessor's royalty, as a matter of law and per the subject lease.

50. Further, insofar as the lessee may be entitled to deduct any "post-production" expenses, "compression" expenses (as that term is defined within the industry) may not be deducted from a lessor's royalty, as a matter of law and per the subject lease.

51. Further, insofar as the lessee may be entitled to deduct any "post-production" expenses, "processing" expenses (as that term is defined within the industry) may not be deducted from a lessor's royalty, as a matter of law and per the subject lease.

52. Further, insofar as the lessee may be entitled to deduct any "post-production" expenses, "transportation" expenses (as that term is defined within the industry) may not be deducted from a lessor's royalty for any transportation expenses that occur *before the point of sale to the market*, as a matter of law and per the subject lease.

53. Further, insofar as the lessee may be entitled to deduct any "post-production" expenses, (a) the deduction must be reasonable, (b) the expense must have been incurred to enhance an already marketable product, and (c) the deduction must relate to an expense that caused the lessor's royalty to increase in proportion with the assessed costs. This is because the leases do not permit Defendant to deduct impermissible deductions or to inflate the amount of permissible deductions, yet this is what Defendant is doing. 54. Further, insofar as the lessee may be entitled to deduct any "post-production" expenses, *it is the lessee's burden* to establish that: (a) the deduction is reasonable, (b) the expense was incurred to alter (enhance) an already marketable product, and (c) that the deduction relates to an expense that caused the lessor's royalty to increase in proportion with the assessed costs.

55. Moreover, based upon the Eatons' royalty statements, Ascent actually charged the Eatons *for losses* regarding Natural Gas Liquids (NGLs). From May 2015 through November 2015, the Eatons' royalty for NGLs was reduced below zero and actually *charged for a portion of Ascent's losses* on NGLs, which is not permissible as a matter of law.

56. A sampling of the Eatons' royalty statements attached to this First Consolidated Class Action Complaint has been reviewed by Robert N. Hart. The Affidavit of Mr. Hart is attached as Exhibit 6.

57. Mr. Hart is a petroleum engineer and oil and gas consultant with offices in Charleston, West Virginia. He holds a bachelor's degree in Petroleum Engineering from West Virginia University. Mr. Hart is also a certified mineral appraiser—IIMA 1999-5. *See* Exhibit 6 ¶¶ 2-4.

58. Mr. Hart is the co-owner and principal consultant of HartPetro Global, LLC, providing consulting services in the areas of reservoir engineering, underground gas storage, fair market value appraising, production operations, lease negotiations, reserves projections, royalty audits, and acquisitions and divestitures. Mr. Hart's experience and expertise in the oil and gas industry includes analyses of royalty payment statements, and calculation of royalties. *See* Exhibit 6 ¶¶ 5-6.

59. Based on Mr. Hart's review of the Eatons' royalty statements, his opinion is that certain natural gas post-production expenses appear to be very high and provide reason to investigate further whether they are proper. *See* Exhibit 6 ¶ 8.

60. The law imposes upon all oil and gas lessees an obligation to act in good faith toward its lessors.

61. The expenses taken from Plaintiff Eatons are either not allowed per the lease, or, alternatively, have been and are being taken in improper amounts.

62. Ascent's intentional actions and practice of deducting so-called "post production" expenses from the royalty payments to the Eatons is nothing more than a ruse, a method of taking money that rightfully belongs to the Eatons.

63. The putative class consists of lessors similarly situated to Plaintiff Eatons.

64. The putative class lessors have oil and gas leases that are similar in all relevant respects to the lease of Plaintiff Eatons: the leases provide for the good-faith payment of royalties by Ascent to the lessors. Taking certain deductions from these royalty payments is prohibited as a matter of law, and some leases even expressly preclude the taking of any deductions from royalty payments. Companies such as Ascent use form leases that contain exactly the same or substantially similar terms from lease to lease. *See* Karen E. Kathle and Denielle M. Stritch, *Grouping the Marcellus Payout: Use of Class Actions in Royalty Litigation Concerning Post-Production Cost Deductions*, 88 N.D. L. Rev. 699, 707-08 (2012).

65. The putative class lessors have experienced and are experiencing royalty payments deductions similar to the deductions from royalty payments to Plaintiff Eatons because Ascent "provisioned" its leases so that identical or similarly-worded leases are treated in the same manner.

66. As of the date of filing of this First Consolidated Class Action Complaint, neither Ascent nor Ascent's counsel has provided a satisfactory accounting and explanation of all deductions and calculations regarding royalty payments to the putative class lessors. The basis for, and most of the facts underlying, the deductions and calculations therefore remain peculiarly within the knowledge and/or control of Ascent.

67. Ascent's intentional actions and practice of deducting so-called "post production" expenses from the royalty payments to Plaintiff Eatons and the members of the putative class is nothing more than a ruse, a method of taking money that rightfully belongs to Plaintiff Eatons and the members of the putative class.

68. Ascent's actions are wanton, willful, and undertaken with malice and conscious disregard for the rights of Plaintiff Eatons and the members of the putative class.

# D. <u>Ascent's mishandling of the royalty payments to Plaintiff</u> <u>Cunningham is another example of Ascent's widespread</u> <u>impropriety toward its lessors.</u>

69. The Cunningham property is burdened by two separate oil and gas leases.

70. The first lease was between Emerson Mizer, lessor, and Floyd Kimble, lessee, and dated December 11, 1982, covering 88 acres, more or less. This was recorded at Volume 67, Page 474 of the Harrison County Recorder's office. (Lease attached as Exhibit 2.) 71. The second lease was between Lester and Mary Cunningham, lessors, and Floyd Kimble, lessee, and dated January 12, 1983, covering 183 acres, more or less. This lease was recorded at Volume 67, Page 708 of the Harrison County Recorder's office. (Lease attached as Exhibit 3.)

72. Both leases used a standard pre-printed form and provided an identical royalty to each lessor, as stated in Paragraph 5 of each lease:

In consideration of the premises the Lessee covenants and agrees:

(A) to deliver to the credit of the Lessor in tanks or pipe lines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at the Lessee's option to may Lessor the market price for such one-eighth (1/8) royalty at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipe lines.

(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 wellhead 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, without allowance for temperature and barometric variations; payments or royalty for gas marketed during any calendar month to be on or about the 30<sup>th</sup> day of the following month.

(C) Lessee to deduct from payments in (A) and (B) above Lessors prorate share of any severance (excise) tax imposed by any governmental body.

(D) In the event Lessee does not sell the gas to others, Lessor shall be paid on the basis of The East Ohio Gas Company field market price at the wellhead for gas of like kind or quality, and on the same basis that East Ohio would pay for such gas, including any escalation in price that East Ohio would pay for such gas as if a contract for the sale of same had been entered into at the time of initial production.

73. Plaintiff Cunningham eventually acquired both the surface and the minerals of

each property and currently holds the "Lessor" interest under each lease, which is also

known as the "royalty" interest.

74. In the years following 1983, Kimble, the Lessee, assigned its "Lessee" interest

(also known as the "working" interest) to various assignees, which upon information

and belief, were thereafter re-assigned and partially re-assigned.

75. As of today, upon information and belief, Ascent holds the "Lessee" interest of these leases, at least insofar as these interests apply within the Utica shale formation. (Other entities may retain the "Lessee" interest in other geological formations under these two leases, which are not the subject of this action.)

76. During the last three years, Ascent (under its current and former names) has been active in securing oil and gas leases, sub-leases, or partial lease assignments within Eastern Ohio for the purpose of exploring for, and producing, natural gas, oil, and other liquid and gaseous hydrocarbons from the Utica Shale geologic formation.

77. Upon information and belief, the Cunningham property is included within the drilling units for several oil and gas wells that are owned and operated by Ascent.

78. The Cunningham property was included by Ascent within these drilling units by virtue of the leasing rights granted in the aforementioned oil and gas leases (Exhibits 2 and 3).

79. Specifically, the Cunningham property is included within the associated drilling units for the following wells in Harrison County: RH PETTAY S NTG HR 2H, RH PETTAY S NTG HR 4H, RH PETTAY S NTG HR 6H, RH PETTAY S NTG HR 8H, RH PETTAY S NTG HR 10H, RH HAMILTON S MRF HR 2H, RH HAMILTON S MRF HR 4H, RH HAMILTON S MRF HR 6H, RH HAMILTON S MRF HR 8H, RH HAMILTON S MRF HR 10H.

80. Plaintiff Cunningham, as lessor, is entitled to royalty payments from the hydrocarbon production of these wells, to be paid according to the royalty provisions of the operative leases.

81. Plaintiff Cunningham began receiving royalty payments, with associated "royalty statements" in early 2016.

82. Plaintiff Cunningham immediately noticed very substantial "post-production" cost deductions from the royalty payment for items such as compression, processing, treating, transportation, fuel, marketing, gathering, and other costs.

83. Although listed as "Deduct Codes" on the royalty statement, these deductions were not further explained.

84. Plaintiff Cunningham noticed that the deductions varied, often substantially, without any explanation or apparent good cause. (Cunningham Royalty Statements attached as Exhibit 7.)

85. By April of 2016 (accounting for the sales occurring in February of 2016), Ascent was deducting over 45% of the total gross value of Plaintiff Cunningham's royalty checks for various "post-production" expenses. Such deductions were still without any explanation or good cause.

86. When excluding oil and liquid condensates and only accounting for natural gas, Ascent was deducting *over 68%* of the gross value of the natural gas sales for various gathering, compression, and transportation "expenses."

87. These deductions, when taken over the course of the life of these wells, will potentially amount to hundreds of thousands of dollars of lost royalty revenue to Plaintiff Cunningham.

88. Plaintiff Cunningham contends that the lessee, Ascent, is not entitled to deduct "post-production" expenses as a matter of law (*e.g.*, gathering, processing, and compression costs). The leases require payment of the one-eighth of the entire gross realized sales revenue of the sale of hydrocarbons excepting only deductions for severance (excise) taxes prorated to the lessor's royalty.

89. Moreover, insofar as the lessee may be entitled to deduct any "post-production" expenses (which Plaintiff Cunningham does not concede), the lessee (Ascent) may not deduct for expenses related to any infrastructure or efforts that occur *before* the product (natural gas, oil, or condensate) reaches the point of sale to the market. Stated differently, because the natural gas is not in marketable form *until* it meets the quality and pressure specifications of the interstate pipeline into which it is delivered, the lessee

may not deduct for any costs incurred to pressurize, transport, or process the gas *before* it is placed into an interstate pipeline.

90. Upon information and belief, Ascent is *not* deducting for expenses paid to unaffiliated third parties for services provided to enhance the value of the product taken from Plaintiff Cunningham's property. The high deductions indicate that Ascent is arbitrarily deducting for its own capital expenditures for compression, separation, processing, gathering, and transportation equipment associated with Ascent's production operations in Eastern Ohio without support in the contract or any basis for doing so.

91. Based on an implied duty to market and also an implied duty to act as a reasonable prudent operator, duties imposed as a matter of law, Ascent is obligated to market and sell its gas production at the highest price obtainable.

92. Ascent pays royalties to its lessors based on the sale of the unmarketable gas instead of the higher fair market value, which improperly imposes the costs of making the gas marketable on Plaintiff Cunningham Property Management Trust.

93. Further, insofar as the lessee may be entitled to deduct any "post-production" expenses, "gathering" expenses (as that term is defined within the industry) may not be deducted from a lessor's royalty, as a matter of law.

94. Further, insofar as the lessee may be entitled to deduct any "post-production" expenses, "compression" expenses (as that term is defined within the industry) may not be deducted from a lessor's royalty, as a matter of law.

95. Further, insofar as the lessee may be entitled to deduct any "post-production" expenses, "processing" expenses (as that term is defined within the industry) may not be deducted from a lessor's royalty, as a matter of law.

96. Further, insofar as the lessee may be entitled to deduct any "post-production" expenses, "transportation" expenses (as that term is defined within the industry) may not be deducted from a lessor's royalty for any transportation expenses that occur *before the point of sale to the market*, as a matter of law.

97. Further, insofar as the lessee may be entitled to deduct any "post-production" expenses, (a) the deduction must be reasonable, (b) the expense must have been incurred to alter (enhance) an already marketable product, and (c) the deduction must relate to an expense that caused the lessor's royalty to increase in proportion with the assessed costs. This is because the leases do not permit Defendant to deduct impermissible deductions or to inflate the amount of permissible deductions, but this is what Defendant is doing.

98. Further, insofar as the lessee may be entitled to deduct any "post-production" expenses, *it is the lessee's burden* to establish that: (a) the deduction is reasonable, (b) the expense was incurred to alter (enhance) an already marketable product, and (c) that the deduction relates to an expense that caused the lessor's royalty to increase in proportion with the assessed costs.

99. Plaintiff Cunningham asserts that none of the deductions that have been previously deducted, and none that are currently being deducted, satisfy any of the conditions to allow for such deductions (if *any* deductions are permitted as a matter of law). Consequently, the lessee cannot meet any of the burdens it must show with regard to the expenses it has taken from the royalty payments to Plaintiff Cunningham and the putative class members. 100. A sampling of Plaintiff Cunningham's royalty statements attached to this First Consolidated Class Action Complaint has been reviewed by Dr. Benjamin H. Thomas. The Declaration of Dr. Thomas is attached as Exhibit 8.

101. Dr. Thomas is a petroleum engineer and retired professor of petroleum engineering at Marietta College in Marietta, Ohio. He holds a bachelor's degree, master's degree, and a Ph.D. in Petroleum and Natural Gas Engineering. Dr. Thomas also holds a bachelor's degree and master's degree in business administration and has substantial experience in the oil and gas industry. *See* Exhibit 8 ¶¶ 2-5.
102. Dr. Thomas is the president of Thomas Consulting, LLC, and provides consulting

services in the areas of reservoir engineering, drilling and production, operations management, reserve reporting, and acquisitions and divestitures. His experience and expertise in the oil and gas industry includes the calculation of royalties. *See* Exhibit 8 ¶¶ 5-6.

103. Based on his review of Plaintiff Cunningham's royalty statements, Dr. Thomas concluded that "certain natural gas post-production expenses appear to be very high and provide reason to investigate further as to whether they are proper." *See* Exhibit 8 ¶ 8. 104. Based on his review of Plaintiff Cunningham's royalty statements, Dr. Thomas also concluded that "certain deducted amounts appear not to be typical and result in a significantly lower net natural gas price being paid to the mineral interest owners." Exhibit 8 ¶ 9.

105. Dr. Thomas' conclusions indicate that Ascent is taking improper expenses resulting in atypical deduction amounts that significantly lower the royalty paid to Plaintiff Cunningham. The taking of unreasonable, improper, or inflated deductions is in violation of Paragraph 5 of each lease.

106. The law imposes upon all oil and gas lessees an obligation to act in good faith toward its lessors.

107. The expenses taken from Plaintiff Cunningham and the members of the putative class are either not allowed as a matter of law or, alternatively, have been and are being taken in improper amounts.

108. The conduct alleged in this First Consolidated Class Action Complaint constitutes a breach of Ascent's duty to act in good faith toward its lessors.

109. On May 13, 2016, counsel for Plaintiff Cunningham sent a letter to Ascent, via certified mail, notifying Ascent of the deduction problem and seeking an accounting and explanation of all deductions and calculations regarding royalty payments to Plaintiff Cunningham. (Attached as Exhibit 9.)

110. As of the date of filing this First Consolidated Class Action Complaint, Ascent has not provided the requested information.

111. On September 1, 2016, Ascent's counsel sent counsel for Plaintiff Cunningham a letter indicating that Ascent has retained his firm to respond to Plaintiff Cunningham's counsel's May 13, 2016 letter. (Attached as Exhibit 10.)

112. On September 6, 2016, counsel for Plaintiff Cunningham sent a letter to Ascent's counsel seeking an accounting and explanation of all deductions and calculations regarding royalty payments to Plaintiff Cunningham. (Attached as Exhibit 11.)

113. On September 23, 2016, Ascent's counsel sent counsel for Plaintiff Cunningham a letter in which Ascent acknowledged the prior notice letters and requests for an accounting. (Attached as Exhibit 12.) Ascent's letter asserted that lessors' share of any post-production costs is the same as their royalty percentage in the leases. Ascent's letter also indicated that Ascent required additional information before it could respond

to the remainder of Plaintiff Cunningham's requests and concerns. The letter indicated that the additional information sought was "what the alleged breaches are."

Plaintiff Cunningham's multiple letters to Ascent provide sufficient notice of 114. breach under the notice and opportunity to cure provisions of the operative leases. Moreover, Ascent has failed to provide the requested information or otherwise substantively responded to Plaintiff Cunningham. Ascent's continued refusal to comply with Plaintiff Cunningham's right to an accounting of information that is peculiarly within the knowledge and/or control of Ascent impermissibly prevents Plaintiff Cunningham from providing detailed notice of breaches. Stated differently, Ascent is requiring Plaintiff Cunningham and other lessors to provide detailed notice of breaches when only Ascent is in possession of the information necessary to detail those breaches. Ascent's refusal to provide information reveals that the notice and opportunity to cure provision of the operative leases is a sham and that Ascent is attempting to insulate itself from a lawsuit by asking for details only Ascent has in its possession. Consequently, requiring a notice of breach beyond what Plaintiff Cunningham has already provided would be requiring a futile act. Ohio law does not require a plaintiff to attempt a futile act to satisfy a condition precedent to filing a lawsuit involving a contractual breach. See Love v. Beck Energy Corp., No. 14 NO 415, 2015 WL 1453338, at \*7, 2015-Ohio-1283, ¶ 40 (Ohio 7th Dist. Ct. App. Mar. 31, 2015). Federal courts have applied state law rules regarding futility to excuse satisfaction of a condition precedent. See Fla. Keys Elec. Coop. Ass'n, Inc. v. Nationwide Life Ins. Co., No. 2:14-cv-372, 2014 WL 5308630, at \*4 (S.D. Ohio Oct. 16, 2014).

115. Defendant has previously agreed that notice is no longer an issue. *See* Opinion and Order, ECF No. 40, at PageID # 584 in Case No. 2:16-cv-00957 (memorializing status conference agreement).

116. The putative class consists of lessors similarly situated to Plaintiff Cunningham. 117. The putative class lessors have oil and gas leases that are similar in all relevant respects to the lease of Plaintiff Cunningham: the leases provide for the good-faith payment of royalties by Ascent to the lessors. Taking certain deductions from these royalty payments is prohibited as a matter of law, and some leases even expressly preclude the taking of any deductions from royalty payments. Companies such as Ascent often use form leases that contain exactly the same or substantially similar terms from lease to lease. *See* Karen E. Kathle and Denielle M. Stritch, *Grouping the Marcellus Payout: Use of Class Actions in Royalty Litigation Concerning Post-Production Cost Deductions*, 88 N.D. L. Rev. 699, 707-08 (2012).

118. The putative class lessors have experienced and are experiencing royalty payments deductions similar to the deductions from royalty payments to Plaintiff Cunningham because Ascent "provisioned" its leases so that identical or similarlyworded leases are treated in the same manner.

119. As of the date of filing of this First Consolidated Class Action Complaint, neither Ascent nor Ascent's counsel has provided a satisfactory accounting and explanation of all deductions and calculations regarding royalty payments to the putative class lessors. The basis for, and most of the facts underlying, the deductions and calculations therefore remain peculiarly within the knowledge and/or control of Ascent.

120. Ascent's intentional actions and practice of deducting so-called "post production" expenses from the royalty payments to Plaintiff Cunningham and the members of the

putative class is nothing more than a ruse, a method of taking money that rightfully

belongs to Plaintiff Cunningham and the members of the putative class.

121. Ascent's actions are wanton, willful, and undertaken with malice and conscious

disregard for the rights of Plaintiff Cunningham and the members of the putative class.

# V. CLASS ACTION ALLEGATIONS

122. All paragraphs of the First Consolidated Class Action Complaint are expressly

incorporated as if fully rewritten and re-alleged herein.

123. Plaintiffs bring this action individually and on behalf of all others similarly

situated pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3).

124. Plaintiffs seek to represent the following Class:

All persons or entities (including their predecessors and successors-ininterest) who have received, or who are entitled to receive, royalty payments (whether as a landowner or mineral owner) from natural gas or oil wells located within the State of Ohio and that have been owned or operated by Ascent (or any Ascent's affiliates, predecessors, successors, or subsidiaries), or whose royalties are paid by Ascent regardless of whether Ascent is the actual lessee since October 1, 2014, or for which Ascent (or any Ascent's affiliates, predecessors, or subsidiaries) was the "lessee" or owner of the "working interest" pursuant to any oil and gas lease, or for which Ascent was associated with such wells or associated drilling units, since October 1, 2014.

125. Plaintiffs Eatons and Cunningham also seek to represent Subclasses (a), (b), and

(c), which are respectively defined as follows:

- a. All persons or entities within the Class who have had deductions for "gathering" and "compression" expenses taken from royalty payments by Ascent.
- b. All persons or entities within the Class who have had deductions for "processing" expenses taken from royalty payments by Ascent.
- c. All persons or entities within the Class who have had deductions for "transportation" expenses taken from royalty payments by Ascent.

126. Plaintiff Eatons also seek to represent Subclasses (d) and (e), which are respectively defined as follows:

- d. All persons or entities within the Class for which Ascent has classified the lessor as having a "market enhancement clause" lease who have had deductions for "processing" expenses taken from royalty payments by Ascent.
- e. All persons or entities within the Class for which Ascent has classified the lessor as having a "market enhancement clause" lease who have had deductions for "transportation" expenses taken from royalty payments by Ascent.

127. Excluded from the Class and each Subclass are Defendant, any of its affiliates, parents, subsidiaries, officers, directors, employees, legal representatives, successors, and assigns, and any entity in which Defendant has a controlling interest, as well as that entity's officers, directors, employees, legal representatives, successors, and assigns, in addition to the judicial officers and their immediate family members and court staff assigned to this lawsuit. Also excluded are those persons or entities whose royalties are paid per an overriding royalty interest. Plaintiffs reserve the right to modify or amend the Class and Subclass definitions as appropriate throughout this litigation.

128. This lawsuit has been brought and may be properly maintained on behalf of the putative Class and Subclasses proposed herein under the criteria set forth in Federal Rule of Civil Procedure 23.

129. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The members of the putative Class and Subclasses are so numerous that joinder of all members is impracticable. Upon information and belief, there are several hundred if not thousands of class members with Utica Shale leases with Ascent and corresponding royalty interests. Precise number may be ascertained from Ascent's books, records, and publicly available sources. Class and Subclass members may be notified of the pendency of this action by recognized, Court-approved means of disseminating notice, which may include U.S. Mail, e-mail, Internet postings, and/or public notice in any variety of media.

#### 130. Commonality and Predominance – Federal Rule of Civil Procedure

**23(a)(2) and 23 (b)(3).** There are questions of law and fact common to the putative Class and Subclasses that predominate over any questions affecting individual members. All of the putative Class and Subclass members have oil and gas leases to which Ascent is or was a party. All of the putative Class and Subclass members have also had deductions taken by Ascent from the putative Class and Subclass members' royalty payments during the period October 1, 2012, through the present. In addition, other common questions of law and fact include, but are not limited to:

- a. Whether Ascent is entitled to deduct "post-production" expenses as a matter of law;
- b. Whether, even if Ascent is entitled to deduct any "post-production" expenses, Ascent may deduct for expenses related to any infrastructure or efforts that occur *before* the product (natural gas, oil, or condensate) reaches the point of sale to the market
- c. Whether Ascent is arbitrarily deducting for its own capital expenditures for compression, separation, processing, gathering, and transportation;
- d. Whether, even if Ascent is lawfully permitted to deduct any "postproduction" expenses, "gathering" expenses (as that term is defined within the industry) may be lawfully deducted from a lessor's royalty;

- e. Whether, even if Ascent is lawfully permitted to deduct any "postproduction" expenses, "compression" expenses (as that term is defined within the industry) may be lawfully deducted from a lessor's royalty;
- f. Whether, even if Ascent is lawfully permitted to deduct any "postproduction" expenses, "processing" expenses (as that term is defined within the industry) may be lawfully deducted from a lessor's royalty;
- g. Whether, even if Ascent is lawfully permitted to deduct any "postproduction" expenses, "transportation" expenses (as that term is defined within the industry) may be deducted from a lessor's royalty for any transportation expenses that occur before the point of sale to the market;
- h. Whether, even if Ascent is lawfully permitted to deduct any "post-production" expenses, it is Ascent's burden to establish that: (i) the deduction is reasonable, (ii) the expense was incurred to alter (enhance) an already marketable product, and (iii) that the deduction relates to an expense that caused the lessor's royalty to increase in proportion with the assessed costs;
- i. For those leases that Ascent has classified as "Market Enhancement Clause" leases, whether Ascent has properly undertaken any efforts to analyze whether expenses incurred for post-production activities have, in fact, enhanced the value of the product in comparison to a local price and whether Ascent has accordingly paid such lessors based on that analysis.
- j. Whether, even if Ascent is lawfully permitted to make deductions, any of the deductions that Ascent has previously made or is currently making satisfy any of the conditions to allow for such deductions;

- k. Whether, even if Ascent is lawfully permitted to make deductions, any of the deductions that Ascent has previously made or is currently making satisfy any of the conditions to allow for such deductions and are accurate deductions based upon the reasonable costs and expenses incurred by Ascent;
- Whether Ascent's actions are wanton, willful, and/or undertaken with malice and conscious disregard for the rights of Plaintiffs and the members of the putative Class and Subclasses.

131. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiffs' claims are typical of the claims of the putative Class. The claims of Plaintiff Cunningham are typical of Subclasses (a), (b), and (c), above. The claims of Plaintiff Eatons are typical of the claims of Subclasses (d) and (e), above. The defenses of Ascent are also typical of the defenses that could be asserted against the members of the Class and the Subclasses. The factual and legal bases of Defendant's liability to Plaintiffs and the other members of the Class and Subclasses are similar if not identical, and Defendant has acted on grounds generally applicable and injurious to all members of the Class and Subclasses, requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the members of the Class and Subclasses and making injunctive or corresponding declaratory relief appropriate for the Class and the Subclasses.

#### 132. Adequacy of Representation – Federal Rule of Civil Procedure

**23(a)(4).** Plaintiff Eatons and Plaintiff Cunningham are adequate Class and Subclass representatives because their interests do not conflict with each other or the interests of the other members of the Class and Subclasses they respectively seek to represent and they will fairly and adequately protective the interests of the putative Class and

Subclasses. Plaintiffs have and will continue to prosecute this action vigorously. Plaintiffs' counsel has substantial experience in prosecuting complex litigation, including class actions, and also have no interest adverse to those of the Class or the Subclasses.

# 133. Declaratory and Injunctive Relief – Federal Rule of Civil Procedure

**23(b)(2).** Ascent has acted or refused to act on grounds generally applicable to Plaintiffs and the other Class and Subclass members so that final injunctive relief and declaratory relief, as described below, is appropriate respecting the Class and Subclass members as a whole.

134. **Superiority – Federal Rule of Civil Procedure 23(b)(3).** Class treatment of the claims in this case is superior to the litigation of individual claims. Without a class action, Plaintiffs and the other Class and Subclass members would likely have no effective remedy because the cost of litigating their claims would be prohibitive, particularly for those with royalty interests associated with small acreage. Class treatment of these claims also will conserve this Court's resources and the litigants' resources, will promote efficiency, and will ensure consistent treatment of claims. Use of the class action mechanism here presents far fewer management difficulties and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

#### VI. CLAIMS FOR RELIEF

#### <u>CLAIM ONE</u> <u>REQUEST FOR ACCOUNTING</u>

135. All paragraphs of this First Consolidated Class Action Complaint are expressly incorporated as if fully rewritten and re-alleged herein.

136. The above-described conduct entitles Plaintiffs to a complete accounting of Ascent's royalty payments, methods of calculating royalties, and facts underlying the calculation of royalty payments.

137. An action for an accounting seeks a determination by a trial court of what may be due to respective parties by virtue of the relationship between them. *Fontbank, Inc. v. CompuServe, Inc.*, 138 Ohio App.3d 801, 814 (10th Dist.2000). Given that most if not all of the information relevant to the royalty payments and deductions is peculiarly within the knowledge and/or control of Ascent, Plaintiffs' leases provide an implied right of accounting.

138. Plaintiffs Eatons and Cunningham and the members of the putative Class and Subclasses ask this Court to order Ascent to provide a detailed accounting regarding the royalty payments, methods of calculating royalties, and the facts underlying the calculation of royalty payments to Plaintiffs and the members of the putative Class and Subclasses.

#### CLAIM TWO BREACH OF CONTRACT

139. All paragraphs of this First Consolidated Class Action Complaint are expressly incorporated as if fully rewritten and re-alleged herein.

140. Plaintiffs and Ascent entered into contracts in the form of leases related to the natural gas produced from the subject properties.

141. The above-described conduct constitutes multiple breaches of the express and implied obligations that Ascent owes to Plaintiffs under the terms of the operative lease agreements by the deductions taken to their royalty payments that are either not allowed as a matter of law or, alternatively, have been and are being taken in improper amounts.

142. Plaintiffs and the members of the putative Class and Subclasses have suffered monetary damage, both past and future, as a result of these breaches.

#### <u>CLAIM THREE</u> <u>UNJUST ENRICHMENT</u> (PLEADED IN THE ALTERNATIVE TO BREACH OF CONTRACT)

143. All paragraphs of this First Consolidated Class Action Complaint are expressly incorporated as if fully rewritten and re-alleged herein.

144. The above-described conduct further provides an unjust enrichment to Ascent. It would be inequitable and unjust for Ascent to retain the benefit of these deductions which rightfully belong to Plaintiffs that are either not allowed as a matter of law or, alternatively, have been and are being taken in improper amounts.

145. Plaintiffs and the members of the putative Class and Subclasses are entitled to all legal and equitable relief, including orders for restitution and equitable disgorgement, necessary to remedy this unjust enrichment.

# CLAIM FOUR FRAUD

146. All paragraphs of this First Consolidated Class Action Complaint are expressly incorporated as if fully rewritten and re-alleged herein.

147. The leases executed by Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses represent that lessors will be paid the appropriate royalties required by the leases.

148. The royalty statements directed to Plaintiffs and the members of the putative Class and Subclasses contain fraudulent statements. 149. The statements are fraudulent because they consist of and state intentionally improper and incorrect deductions, with the royalty statements constituting false representations of permissible and correct deductions. The royalty statements present intentionally incorrect statements of the royalties due the lessors.

150. These false representations are made by Ascent, with Ascent's knowledge of their falsity or with Ascent's utter disregard and recklessness about their falsity so that knowledge may be attributed to Ascent.

151. The fraud is apparent from the nature of the deductions taken, the amounts deducted, the unexplained variance in the deductions.

152. The fraudulent statements set forth in the royalty statements are made each time the royalty statement is sent or provided to the lessors, with the lessors receiving the fraudulent statements at their homes, place of business, or other location at which they receive mail.

153. Ascent's knowing concealment of facts, the correct amount of royalties and/or any proper and correct deductions, was and is done despite Ascent's duty to disclose.
154. Ascent's representations are material to the parties' transactions (*i.e.*, the execution and operation of the lease agreements).

155. Ascent's misrepresentations were and are made with the intent of misleading Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses into relying on the misrepresentations.

156. Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses were justified in relying on Ascent's representations and did, in fact, so rely.

157. Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses have been injured and continue to be injured, and the injury was directly caused by their reliance on Ascent's representations.

#### CLAIM FIVE REQUEST FOR INJUNCTIVE AND DECLARATORY RELIEF

158. All paragraphs of this First Consolidated Class Action Complaint are expressly incorporated as if fully rewritten and re-alleged herein.

159. Absent intervention by the Court, Ascent will continue the improper and wrongful practices previously described, and Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses will continue to be damaged by Ascent's wrongful conduct, *i.e.*, the improper deductions taken from royalty payments to Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses.

160. Accordingly, Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses seek a permanent injunction preventing Ascent improperly deducting so-called "post-production" costs from royalty payments to Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses.

161. Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses are without an adequate remedy at law for such future relief, and irreparable harm will be done without such relief.

162. Because Ascent is in the sole possession of these records and denied reasonable requests for months, Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses are being denied substantial sums of proceeds from their leases

with Ascent, for which no remedy has been offered or may be available if Ascent is not immediately ordered to comply with the terms of their leases requiring such accounting. 163. Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses ask this Court to provide declaratory relief regarding the ongoing rights and responsibilities pertaining to Ascent's obligation to pay royalties to Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses.

164. Specifically, Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses ask this Court to issue a declaratory judgment prohibiting Ascent from deduction so-called "post-production" costs from royalty payments to Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses.

# **PRAYER FOR RELIEF**

**WHEREFORE,** Plaintiffs Eaton and Cunningham, individually and on behalf of the other members of the Class and on behalf of the Subclasses they respectively seek to represent, request the following relief:

- A. Certification of this action as a class action;
- B. Certification of the Class and Subclasses as requested herein;
- C. Designation of Plaintiffs as Class Representatives as requested herein;
- D. Appointment of Plaintiffs' attorneys as Class Counsel for the Class and Subclasses;
- E. An Accounting, requiring Defendant to fully account for the royalty payments, methods of calculating royalties, and the facts underlying the calculation of the royalty payments to Plaintiffs Eaton and Cunningham and the members of the putative Class and Subclasses;
- F. Compensatory damages;
- G. Punitive damages;
- H. Injunctive relief, ordering that "post production" costs may no longer be deducted from ongoing royalty payments to Plaintiffs Eaton and

Cunningham and the members of the putative class, whether at all or beyond reasonable amounts;

- I. Equitable relief, including an order of restitution and an order for equitable disgorgement;
- J. Declaratory judgment, declaring the lease agreements do not permit the lessee to deduct "post production" costs from ongoing royalty payments to Plaintiffs Eaton and Cunningham and the members of the putative class, whether at all or beyond reasonable amounts;
- K. Pre-judgment interest;
- L. Post-judgment interest;
- M. Costs of this action;
- N. Attorney's fees and costs involved in prosecution of this lawsuit; and
- O. Any other relief this Court deems just and appropriate.

# **DEMAND FOR JURY TRIAL**

Plaintiffs Eaton and Cunningham, individually and on behalf of the other

members of the putative Class and Subclasses, demand a jury trial pursuant to Federal

Rule of Civil Procedure 38(b) on all issues triable of right by a jury.

Respectfully submitted,

/s/ Ethan Vessels Ethan Vessels (0076277), Trial Attorney FIELDS, DEHMLOW & VESSELS A LIMITED LIABILITY COMPANY 309 Second Street Marietta, Ohio 45750 (740) 374-5346 (telephone) (740) 374-5349 (facsimile) ethan@fieldsdehmlow.com

Attorney for Plaintiffs

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Attorneys for Plaintiffs

#### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on August 6, 2020, the foregoing was filed with the Clerk of Courts using the CM/ECF system, which will send notification of such filing to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

> <u>/s/ Ethan Vessels</u> Ethan Vessels (0076277) Trial Attorney

### PAID-UP OIL AND GAS LEASE

THIS AGREEMENT made and entered into the <u>2.6</u> day of <u> $\mathcal{D}_{L}$ </u> 2011, by and between <u>Brian Christopher Eaton and Cynthia K. Eaton, Husband and Wife</u>, whose address is 203 <u>Maple Street</u>, <u>Beipre</u>, <u>OH 45714</u>, hereinafter called Lessor (whether one or more), and Marquette Exploration, LLC, a Delaware limited liability company, whose address is 2002 Timberloch Place, Suite 440, The Woodlands, Texas 77380, hereinafter called Lessee.

### WITNESSETH:

1. Lease Description. In consideration of One Dollar (\$1.00) in hand paid by Lessec, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the covenants hereinafter contained, Lessor hereby grants, leases, and lets exclusively to Lessee the following described lands situated within the Township of <u>Wheeling</u>. County of <u>Belmont</u>, State of Ohio, located in Section/Lot number <u>2</u>. Township number <u>9</u>, Range number <u>5</u>, and bounded substantially by lands now or formerly owned as follows:

On the North by:		<u> </u>
On the East by:		
On the South by:	See Attached Exhibit "A"	

On the West by:

Known as Tax Parcel #<u>51-00135.000</u> and estimated to comprise <u>54.08</u> acres, whether said tract or tracts contain more or less, which acreage figure may be relied upon by Lessee in determining the amount of delay rentals or other payments hereunder. In addition to the above described land, this lease also covers accretions and any strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above described land, including any interest therein which Lessor may hereafter acquire by reversion, prescription, or otherwise.

2. Term of Lease. It is agreed that this lease shall remain in force for a term of five (5) years(s) from this date, and as long thereafter as oil or gas (including coalbed methane gas, gob gas, casing-head gas and casinghead gasoline), or either of them, is produced from said land by the Lessee, its successors and assigns. Lessee has the option to extend the primary term of this lease for an additional term of five (5) years(s) from the expiration of the primary term of this lease set forth above, and as long thereafter as oil or gas (including coalbed methane gas, gob gas, casing-head gas and casing-head gasoline), or either of them, is produced from said land by the Lessee, its successors and assigns, said extension to be under the same terms and conditions as contained in this lease. Lessee, its successors or assigns, may exercise this option to extend if on or before the expiration date of the primary term of this lease, Lessee pays or tenders to the Lessor's credit, an amount per net mineral acre covered under that certain un-recorded "Paid-Up Order of Payment and Bonus Agreement" between Lessor and Lessee of even date hereof.

Lease Rights Granted. Lessee shall have and is hereby granted by Lessor, during the term of this lease, the exclusive right to enter upon the above described land to conduct geological and geophysical surveys and explorations, and to operate for, produce and save oil and gas (including coalbed methane gas, gob gas, casinghead gas and casing-head gasoline) produced in conjunction therewith, and to inject gas, air, water or other fluids into the subsurface strata of said land for the recovery and production of oil and gas; together with the right to drill wells, recondition producing wells and redrill and use abandoned wells on said land for all such purposes; together with rights-of-way and servitudes on, over, and through said lands for roads, pipelines, telephone and telegraph lines, electric power lines, structures, plants, drips, tanks, stations, houses for machinery, gates, meters, regulators, tools, appliances, materials and other equipment that may be used in exploring for and producing therefrom hydrocarbons of every kind and nature whatsoever, including but not limited to oil, gas, coalbed methane gas, gob gas, casing-head gas, and casing-head gasoline and the injection of gas, air, water or other fluids for the enhanced recovery and production of oil and gas produced in conjunction therewith; together with the right to use oil, gas, and water from said land free of cost to Lessee for all such purposes, except water from Lessor's wells or ponds; to remove, either during or after the term hereof, any and all property and improvements placed or located on said land by Lessee, including the right to draw and remove casing; together with the right of ingress, egress, and regress on, over, and through said land for any of the purposes aforesaid.

4. Paid-Up Lease. This lease is a paid-up lease. Notwithstanding anything to the contrary contained in the foregoing lease agreement, no production, operations, delay rental payments, or shut-in rental payments are necessary to maintain this lease in force during the primary term of this lease.

Royalty Payments. The royalties reserved by Lessor, and which shall be paid by Lessee, are: (a) On oil (including but not limited to distillate and condensate) 16% of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected, provided; however, Lessee, at its option, may from time to time purchase such royalty oil, paying therefore not less than the price prevailing in the pricing area for oil of like grade and gravity at the time of delivery; (b) On gas, including coalbed methane gas, gob gas, casinghead gas and all other gaseous or vaporous products, the market value at the wells of 16% of the gas so sold or used, such market value at the wells in no event to exceed the net proceeds received by Lessee calculated or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering, compressing, and making merchantable such gas, provided, that on gas sold at the wells, the royalty shall be 16% of the net proceeds received by Lessee from such sale, after such allowance and deduction, and provided further that, if any such sale of gas is regulated as to price by any governmental agency having jurisdiction, such market value or net proceeds shall in no event exceed the amount received by Lessee, not subject to refund, calculated, or allocated back to the wells from which produced, making allowance and deduction for a fair and reasonable charge for gathering , compressing, and making merchantable such gas, and which amount may be further adjusted up or down prospectively or retrospectively when the price or rate authorized by such governmental agency is finally determined. Lessor agrees to pay any and all taxes levied or assessed upon its interest in the production of oil and gas from the leased premises and Lessee is hereby authorized to pay such taxes and assessments on behalf of Lessor and to deduct the amount so paid from any monies payable to Lessor hereunder. In the event any extraneous substance (being any substance that is obtained from sources other than the leased premises or lands pooled or unitized therewith) is injected into subsurface strata in connection with secondary, tertiary, or other enhanced recovery operations hereunder, any like substance thereafter produced hereunder, or contained in oil or gas thereafter produced hereunder, from such strata shall be deemed to be part of the extraneous substance so injected until the total volume thereof equals the total volume of the extraneous substance so injected, and no royalty shall be payable hereunder on any such extraneous substance. During any period after expiration of the primary term hereof, where there is a gas well on the leased premises or on a unit that includes all or a part of the leased premises, however designated, capable of producing gas and gas is not being sold or used on or off the leased premises and the well or wells are shut-in and there is no current production of oil or operations on any part of said leased premises sufficient to keep this lease in force, Lessee shall be obligated to pay or tender as shut-in rental the amount of Fifty Dollars (\$50.00) per net acre of this lease contained in the drilling unit (which shall be the same and shall be paid regardless of the number of shut-in wells and regardless of whether the shut-in well or wells be located upon said leased premises or upon such other acreage as is embraced in such unit) for each six (6) month period during the shut-in period and it will be considered that gas is produced, for all purposes of this lease, during any period that such well or wells are so shut-in; such amount for the first six (6) month period to be payable within ninety (90) days following shutting in of the last well, and payment for each subsequent six (6) month period, if required, shall be payable on or before the beginning date of each such subsequent six (6) month period. The amount of each such rental payment or tender may be paid to Lessor by check or draft of Lessee and such payments may be commenced and continued either during or beyond the primary term. No such shut-in rental payments shall be required during the primary term of this lease. Lessee's failure to properly pay such rental payments shall render Lessee liable for the amount due but shall not operate to terminate this lease. Lessee shall use reasonable diligence to market gas capable of being produced from such shut-in well or wells, but shall be under no obligation to market such gas under terms, condition, or circumstances which, in Lessee's judgement exercised in good faith, are unsatisfactory.

6. Free Gas Lessor may use up to 200,000 cubic feet of gas, free of charge, per calendar year, for domestic purposes in one dwelling house on said leased premises; provided at the time a well is first drilled and completed hereunder, Lessor owns a dwelling house located on that part of the leased premises on which such well is located; subject, however to such well being capable of producing in commercial quantities; and subject, further, to the use, maintenance, operation, production and right of abandonment by Lessee of its well(s), equipment and pipelines on the leased premises. Lessor may upon written application, subject to Lessee's election as hereinafter described, secure such gas by service line laid to and connected to such well on said leased premises in accordance with all applicable laws, rules and regulations, the point of connection to be designated by Lessee, and in such event, the Lessor shall assume the entire risk and all expenses associated with securing and using such gas and agrees, to the fullest extent of applicable law, to release, protect, defend and indemnify Lessee form and against any and all claims or causes of action arising therefrom or relating thereto. If Lessor in any year uses gas in excess of the quantity provided for herein, Lessor shall be by meter furnished by Lessee and regulators furnished by Lessor and segure no obligation to furnish Lessor with gas in excess of the quantity provided herein. The measurement and regulation of such gas shall be by meter furnished by Lessee shall have the option to make an annual cash payment to the qualified applicant(s) of One Thousand Five Hundred and 00/100 Dollars (\$1500.00) per year in lieu of providing free gas and such cash payment shall discharge Lessee's obligation under this lease to provide gas free of cost to Lessor, his successors, heirs and assigns. Upon establishing gas production from the well in commercial quantities, such cash payment shall be terminated when said well ceases to produce gas in commercial quantities.

Notwithstanding the foregoing provisions, in the event the leased premises are made a part of a unit or pooled with other acreage and the surface location of the well head(s) for such well or wells are on property other than that covered by this lease, the Lessor will not be entitled to use wellhead gas, free or otherwise, nor have the right to the optional annual cash payment provided for above.

7. Operations. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or on acreage pooled therewith, but Lessee is engaged in drilling, deepening, plugging back or reworking operations thereon or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or for the drilling, deepening, plugging back, or reworking of any additional well, are prosecuted with no cessation of more than ninety (90) consecutive days and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or upon acreage pooled therewith. Furthermore, if on or after the expiration of the primary term Lessee should drill a dry hole or holes thereon or, if after discovery and production of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling, deepening, plugging back, or reworking within ninety (90) days from date of completion of a dry hole or cessation of production.

Pooling. Lessee hereby is given the right at its option, at any time within the primary term hereof or at any time during which this lease may be extended by any provision hereof, and from time to time within such period, to pool, reform, enlarge and/or reduce such unit or pool, and repool all or any part or parts of leased premises, formation(s) or strata, and/or rights therewith with any other land in the vicinity thereof, or with any leasehold, operating, or other rights, formation(s) or strata, and/or interests in such other land so as to create units of such size and surface acreage as Lessee may desire but containing not more than eighty (80) acres for an oil well and not more than six hundred forty (640) acres for a gas well plus in each case a ten percent (10%) acreage tolerance. If at any time larger units are specified under any then applicable law, rule, regulation, or order of any governmental authority for the drilling, completion or operation of a well, or for obtaining maximum allowable, any such unit may be established or enlarged to conform to the size authorized. Each unit or reformation thereof may be created by governmental authority or by Lessee recording in the county recorder's office a Declaration containing a description of the pooled acreage. Any well which is commenced, or is drilled, or is producing on any part of any land. theretofore or thereafter so pooled shall, except for the payment of royalties, be considered a well commenced, drilled, and producing on leased premises under this lease. There shall be allocated to the portion of leased premises included in any such pooling or repooling such proportion of the actual production from all lands so pooled or repooled as such portion of leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or repooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of leased premises included in such pooling or repooling in the same manner as though produced from such portion of leased premises under the terms of this lease. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be land, oil, and gas rights, royalty, and/or leasehold interests in land/within the unit which are not pooled or unitized, or even though there may be a failure of the leasehold title (in whole or in part) to any tract or interest therein included in a pooled unit.

9. Warranty and Proportionate Reduction. Lessor hereby warrants and agrees to defend the title in and to the land herein described, covenants that Lessee will have quiet enjoyment under this agreement, covenants the Lessee shall have the benefit of the doctrine of after-acquired title, and covenants that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land in event of default in payment thereof by Lessor and be subrogated to the rights of the holder thereof with the right to enforce same and apply royalties and payments accruing hercunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the land herein described less than the entire oil and gas estate covered by this lease, when the rentals and royalties to be paid Lessor shall be reduced proportionately.

10. Notices. Failure to pay or error in paying any rental or other payment due hereunder shall not constitute a ground for forfeiture of this lease and shall not affect Lessee's obligation to make such payment, but Lessee shall not be considered in default on account thereof until Lessor has first given Lessee written notice of the non-payment and Lessee shall have failed for a period of thirty (30) days after receipt of such notice to make payment.

11. Ownership Changes. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, storage rentals, or royalties, or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by U.S. mail, at Lessee's principal place of business, with a certified copy of recorded instrument or instruments satisfactory to the Lessee, evidencing same. In the event of the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased or the estate of the deceased until such time Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or, if there be none, evidence satisfactory as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more pattles are entitled to or adversely claim any sum payable hereunder, or any part thereof. Lessee may pay or tender the same either jointly to such parties or separately to each in accordance with his respective ownership thereof. If six or more pattles become entitled to royalty hereunder, Lessee may withhold payment unless and until furnished with a recordable instrument executed by all parties designating an agent to receive payment for all. In the event of assignment of this lease as to a segregated portion of the leased premises, the delay rentals, shut-in rentals, and storage rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and the failure to pay delay rentals, shut-in rentals, or storage rentals on the one segregated portion of the leased premises shall not affect the rights of the party holding the other segregated portion hereunder hereof, in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach.

12. Release of Lease. Lessee, at any time, and from time to time, may surrender this lease as to all or any part or parts of leased premises by tendering an appropriate instrument of surrender to the Lessor or filing for a record a release or releases of this lease as to any part or all of said land, and thereupon, this lease, and the rights and obligations of the parties hereunder, shall terminate as to the part or parts so surrendered. Upon each such surrender as to any part or parts of the lease premises the renial and all other payments specified herein shall be proportionately reduced on an acreage basis, and Lessee shall maintain such rights to the surrendered portion as may be appropriate to its enjoyment of the portion not surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, buildings, or other structures placed on said premises by Lessee, including the right to pull and remove all casing.

13. Adverse Claims. In case of notice of, or an adverse claim to the premises, affecting all or any part of the shut-in rentals, delay rentals, storage rentals or royalties, Lessee may withhold payment or delivery of the same until their ownership is determined by compromise, or by final decree of a court of competent jurisdiction, and to this end Lessee may file a petition for interpleader.

14. Surface Use. No well shall be drilled nearer than two hundred (200) feet of any house or barn now on said premises without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land. When requested by Lessor, prior to the laying of any such pipeline, Lessee shall bury Lessee's pipeline below plow depth.

15. Storage. Lessee shall have the exclusive fight to use any stratum or strata underlying the premises for the storage of gas or liquids and may, for such purpose, reopen and restore to operation any and all abandoned wells on the premises and may drill new wells thereon for the purpose of injecting and storing gas or liquids in such Trons on ne provide and withdrawing such gas of liquids therefrom. If Lessee intends to use the premises for such purpose, or determines that it is so using the premises, Lessee may deliver to Lesser or have recorded in the county or counties in which this lease is recorded a declaration that the premises are being used, or from a specified date will be used, for gas or liquid storage, and thereafter Lessae shall have the exclusive right to use the premises for will be used, for gas or injund storage, and increases into the factor of the transfer of the factor of the promises for such gas or liquid storage until such time as Lessee may deliver to Lesser or have recorded in such cousty or counties a surronder of the right granted to Lessee by this paragraph or until Lessee shall intennally abonden the right to use the premises for such storage. During the period or periods that Lessee shall utilize the premises for storage of gas or liquids, the royalties herein provided to be paid to Lessor shall accrue and become payable only as such gas and liquids shall have been taken from such preinises by Lessee over and above the amount thereof which Lessee theretofore shall have been stored in such stratum or strata. For and during the period or periods that Lessee uses said promises for such storage, Lessee shall pay to Lessor a minimum rental of Two and 00/100 (\$2.00) Dellars uses care provinses for short storage, Lossee smart pay to Lessor a manimum romar or two and ow too (52,00) Lonars per acro per year on the number of acros covered by this lease, such payment to be made not later than sixty (60) days from and after the end-of each twolve (12)-month period during which the premises are utilized for storage. Lesses is expressily granted the right to use so much of the surface of the promises as is reasonably necessary in the exercise of the rights granted to Lessee by this peregraph. The rights granted to Lessee by this peregraph shall continue in force for the period of time hereinabove specified, but this lease, insofar as it grants to Lessee the right to prospect and explore for, and produce oil and gas from gratum or smata other than these employed in such storage, shall not be continued in force solely by the storage of gas or liquids as provided in this paragraph.

16. Regulations and Delays. Lessee's obligations under this lease, whether expressed or implied, shall be subject to all applicable laws, rules, regulations; and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances hereby. When drilling, reworking, production or other operations 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 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 because of such prevention or delay, and shall be maintained in force and effect for so long as prevention or delay continues, and for ninety (90) days thereafter, or so long as this lease is maintained in force by some other provisions thereof, whichever is the later date. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production, or other operations are so prevented, delayed, or interrupted.

Lessor grants Lessee the authority to request any waivers, special permits, special orders as to drilling unit requirements and/or other requirements, as well as the authority to compromise or settle any disputes with governmental agencies relating to this lease and/or production thereon and waives any notice to Lessor thereof.

17. Entire Agreement; Further Assurances. 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 hereof, and supersedes all prior discussions and negotiations of the parties hereto. No implied covenant, agreement or obligation shall read into this agreement or imposed upon the parties or either of them. Lessor agrees to execute such additional documents as may be determined by Lessee to be necessary and/or convenient to perfect Lessee's title to the oil and gas or any interest which is the subject of this lease and such documents relating to the sale of production as may be required by Lessee and/or others, including, but not limited to, division orders, transfer orders, affidavits, notices, ratifications, instruments regarding dormant mineral interests, requests for subordination, and any and all other such instruments.

1.

## \* <u>EXH</u>IBIT "A"

This Exhibit "A" is attached to and made part of that certain Oil and Gas Lease dated July 2011, by and between Brian Christopher Eaton and Cynthia K. Eaton, Husband and Wife, as Lessor, and Marquette Exploration LLC, as Lessee.

Description of la	nds cover	ed by lease:			
Parcel No.	Acres	County	Township	Sec., T, R	Deed
51-00135.000**	54.08	Belmont	Wheeling	S-2 T-9 R-5	657/696

\*\*That certain tract of land being Tax Parcel 51-00135.000, covering 56.15 acres, more or less, located in Section 2 of Township 9 North, Range 5 West, Wheeling Township, Belmont County, Ohio, LESS AND EXCEPT 2.07 acres in the Southwest Quarter of Section 2 that makes up part of Tax Parcel 51-00135.000, and is described in that certain Limited Warranty Deed dated September 8, 1988, from Consolidation Coal Company to Madelon Barricklow (Widow) and recorded in Volume 654, at Page 561, of the Deed of Records of Belmont County, Ohio, and as also described in that certain Warranty Deed dated September 7, 1989, from Madelon R. Barricklow to Brian Christopher Eaton, recorded in Deed Book 657, Page 696, of the Deed of Records of Belmont County, Ohio.

## ADDENDUM

Attached to and made a part of that certain Oil and Gas Lease dated \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2011, by and between Brian Christopher Eaton and Cynthia K. Eaton, his wife, as Lessor(s), and Marquette Exploration, LLC, as Lessee, to wit:

In the event of a conflict between the terms of this Addendum and the terms of the printed form to which it is attached, the terms of this Addendum shall control.

Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty as the result of any prior oil and gas lease covering any or all of the subject premises, and that there are no commercially producing wells currently existing on the subject premises, or upon other lands within the boundaries of a drilling or production unit utilizing all or a part of the subject premises.

1. The location of wells, roads, tanks, pipelines and other appurtenant facilities, if any, shall be mutually agreed upon by Lessor and Lessee. Lessor's consent to any such locations shall not be unreasonably withheld.

### PRODUCTION

<u>Commencement of Operations</u> Commencement of operations shall be defined as Lessee having secured a drilling permit from the State of Ohio regulatory authorities and further entering upon the herein described premises or lands pooled therewilt with equipment necessary to build any access road(s) for drilling of a well subsequently followed within a reasonable time by a drilling rig for the spudding of the well to be drilled.

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.

If a well drilled is classified as a horizontal oil or gas well drilled to any geologic formation whether oil or gas, then the maximum size of the pooled production unit shall not exceed 640 contiguous acres, except said production unit may exceed 640 contiguous acres, but in no event larger than 1,280 contiguous acres, if the lateral extent of horizontal wellbores in said formation extend beyond the boundary of a 640 contiguous acre unit, and/or in the event 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.

rugn Clause If, at the end of five (5) years after the primary term of this lease, a part but not all of the leased premises on a surface acreage basis, is not included within a unit or units in accordance with the other provisions hereof, this lease shall terminate as to such part or parts, of the lands lying outside such unit or units, unless this lease is perpetuated as to such land outside such unit or units by operations conducted thereon or by the production of oil, gas or other minerals, or by such operations and such production in accordance with the provisions hereof. In the event of such termination, Lessee shall furnish Lessor with a recordable release covering and describing (i) such lands so terminate from the lease as provided in this paragraph, if any, and/or (ii) those rights covered by the lease located 100 feet below the base of the despest producing formation with respect any well drilled on the leased memises or lands nooled therewith. leased premises or lands pooled therewith.

### ROYALTY

<u>Market Enhancement Clause</u> It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas 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 the oll, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lesser's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than our more than the mice received by Lesser.

than, or more than, the price received by Lessee.

USE OF PROPERTY

Surface Damage Clause 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, as a supplemental surface damage payment, the sum of (i) Two Thousand and no/100 Dollars (\$2,000.00) per acre (including any fraction thereof), or (ii) Five Thousand and no/100 Dollars (\$5,000.00), whichever is the greater, for each pad site built on the herein described leased premises. In the event multiple wellbores are delled from a common pad site, then such site shall be deemed to be a single pad site for the purposes of this paragraph.

Surface Restoration Chause: It is agreed and understood that the Lessee shall repair and restore the surface of said premises as nearly as practicable, as a result of the Lesse's operations, to the condition in which said land existed at the time of the commencement of drilling operations upon above described land. This work shall be completed within a reasonable amount of time after all cessation of the drilling and completion operations upon the said lands. This work shall be done at the sole expense of the Lessee.

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Any pipelines constructed pursuant to the terms of this lease shall be for transporting oil and/or gas from a welk(s) drilled on the leased premises or lands pooled there with unless the prior written consent of Lessor is obtained.

When requested in writing by Lessor prior to the laying of pipeline, Lessee shall bury the pipeline a minimum depth of 36 inches below ground level, where possible.

No Foreign Compression It is agreed and understood compression facilities not related to the movement of gas from a well(s) drilled on the leased premises or lands pooled therewith will not be located on the leased premises unless written consent is provided by the Lessor.

Upon Lessor's written request, Lessee shall at its sole cost, expense, and design install fencing for the protection of livestock around any well site(s), tank battery (ies) or facility (ies) installed on the leased premises by Lessee provided that Lessor is the current surface owner of the affected lands at the time of Lessee's surface operations.

Gate Clause Upon the written request of Lessor, Lessee shall install at its sole cost and expense a gate at the entrance of any road constructed by Lessee on the leased premises provided that Lessor is the current surface owner of the affected lands at the time of Lessee's surface operations.

### Timber Clause

Lessee and Lessor agree that prior to the removal of any and all marketable timber resulting from Lessee's operations under the terms of 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. In the event agreement is not reached as to value, each party shall select an appraiser and the two appraisers shall select a third-party neutral appraiser who shall determine the value of the timber which will be paid by Lessee to Lessor prior to harvesting.

Location Approval Location of any well, access roads, pipelines routes, tank batteries, compressor, or other facilities shall be approved by Lessor or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld, conditioned, or delayed. Upon receipt of Lessee's written site-location approval request, Lessor's disapproval of a specific location(s) said correspondence to approve in writing or to advise Lessee with an alternate location(s) that is deemed to be reasonable, associated with Lessee's site plan and to provide Lessee's written alternate location(s) that is deemed to be reasonable, cononically feasible (as determined by Lessec), fits within Lesser's sitting development pattern and spacing, and at a legal location pursuant to all applicable rules and regulations. Lessor's failure to notify Lessee with written approval of said site plan or to provide Lessee with written objection and an alternate location(s) within seven (7) days shall constitute Lessor's approval of the monosed site location. proposed site location.

### WATER

Water (URINY Lessee shall have Lessor's current household water supply sampled and tested prior to spudding of any well drilled within 600 feet thereof. Should Lessor experience a material adverse change in the quality of Lessor's water supply, during or immediately after the completion of Lessee's drilling operations, Lessee shall, within 48 hours of Lessor's written request, sample and test such Lessor's water supply at Lessee's expense. Should such a test reflect a material adverse change as the result of Lessee's drilling operations, Lessee agrees to provide Lessor with potable water until such a time as Lessor's water source has been repaired or replaced with a source of substantially similar quality.

No Water Usage Lesses is not granted any right whatsoever to use any water located on the leased premises for its operations, including, but not limited to wells, ponds, streams, and creeks, unless Lessor should give written consent to do so.

### Fresh Water Damage Protection

In the event any activity carried on by the Lessee pursuant to the terms of this lease is proven to damage; disturb, or injure Lessor's fresh water well or source located on the leased premises, Lessee shall at its sole cost and expense take all necessary steps to correct any such damage, disturbance or injury.

### MISCELLANEOUS

## Compliance Clause

Lesses's operations on said land shall be in compliance with all applicable federal and state regulations.

No Storage Rights Clause Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this lease is hereby deleted. If Lessor wishes to enter into an lagreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offict, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor any third party's offering within 30 days of receipt of notice from Lessor.

This lease shall be deemed to cover only oil and gas and associated hydrocarbons produced through the wellbore.

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## Hold Harmless Clause

Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harnless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by any negligence of the Lessee or those holding under Lessee. In the event Lessee elects to conduct any drilling operations upon the leased premises, then upon written request, Lessor shall be named as an additional insured on Lessee's liability insurance policy, and shall provide Lessor with proof of such coverage prior to commencement of such operations.

### Venue and Choice of Law

The venue for all actions and proceedings arising from this Lease shall be in the county in which the real property is located. The law of the state in which the real property is located shall apply.

## Ad Valorem Taxes Clause

With respect to production obtained from the leased premises, Lessee shall be responsible for paying any ad valorem taxes that it may be assessed attributable to its interest by any governmental entity or municipality, and Lessor shall be responsible for paying any ad valorem taxes that it may be assessed attributable to its interest by any governmental entity or municipality.

### Special Warranty Title

It is understood that Lessor warrants title to said property only with respect that the title is good to the best of Lessor's knowledge and Lessee agrees that no claims will be made against Lessor pertaining to warranty of title.

## Audit Clause

August Clause Lessee further grants to Lessor the right annually to examine, audit, or inspect 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 agreement. In exercising this right, Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of Lessee. Such examination and with while be the new port and arctice during normal business hours at the office of Lessee. Such examination and audit shall be at the sole cost and expense of Lessor.

### Clean and Green Clause

Lessee agrees that if and when any penalty, rollback or recapture of tax abatements created or imposed under any governmental program such as, but not limited to 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 copy of the penalty notice.

### Release of Lease

Upon written request by Lessor after termination, expiration, or surjender of this lease in whole or in part, Lessee shall provide Lessor with a copy of an appropriate release of lease.

### Memorandum to be Filed

Lessor agrees that a Memorandum may be, filed by Lessee, at Lessee's expense, in place of this Oil and Gas Lease, and attached exhibits. Lessee shall provide Lessor with a photocopy of the fully executed Lease, all Exhibits, and Memorandum as soon as possible after such time as this Lease has been accepted by Lessee and Memorandum recorded

3

### PAID- UP ORDER OF PAYMENT AND BONUS AGREEMENT

This Agreement (hereinafter the "Agreement") is supplementary to that certain Oil and Gas Lease (hereinafter the "Lease") dated <u>July</u> 2007 and Marquette Exploration, LLC, a Delaware Limited Liability Company, 2002 Timberloch PL, Suite 440, The Woodlands, TX 77380, as Lessee, covering 56.15 Gross Acres / 54.08 Net Acres located in Section(s) 2, T 9 N, R 5 W, Wheeling Township, Belmont County, Ohio, and is being executed contemporaneously with the Lease.

Lessor and Lessee, for the consideration as set forth in the Lease and other valuable consideration agree as follows:

All money due under the Lease and this Agreement shall be paid or tendered to the Lessor by check made payable to the order of and mailed or otherwise delivered to:

)
)

Davies Secial Security Number:	278-64-1267	<u>(E 268-70-8357</u>
Pavee Social Security Nullider, 7		

Except and subject to the provisions contained in Paragraph 11 of the Lease, the Payee named above shall continue as Lessor's agent to receive any and/or all sums payable under the Lease and this Agreement regardless of changes in ownership.

Lessee shall have 60 days from the date of its receipt of the original of the Lease and this Agreement to review the terms and conditions of the Lease and this Agreement and make a preliminary determination as to the interest and title of Lessor in the property being leased, and approve the same in Lessee's sole discretion. On approval of the Lease and this Agreement and title confirmation, Marquette Exploration, LLC, or its agent or designee, will make payment during such 60 day period to Payee in an amount equal to \$3,000.00 per Net Mineral Acre (as later defined herein), based upon the preliminary determination as to the interest and title of Lessor made by Lessee, which is estimated as of the time of this Agreement to be  $\frac{162,240,00}{($3,000.00]} \times \frac{54.08}{2}$  acres). The Lease being a "paid-up" lease, the forging payment shall be the full consideration due from the Lessee during the primary term of the Lease and no other delay rental or shut-in rental payments, operations, or production, shall be required during the primary term of the Lease to maintain the Lease in full force and effect.

For purposes of the Lease and this Agreement, one "Net Mineral Acre" shall be equal to the full oil & gas mineral interest in one acre of land. Except as otherwise provided in the Lease, the payment set forth above shall be deemed full and complete consideration for this Lease, including consideration for the initial bonus consideration and delay rentals for the initial five (5) year primary term. Such payment shall relieve Lessee of any obligation to commence drilling operations or pay delay rentals during the initial primary term of the Lease. No default may be claimed by Payee during said 60 day period.

In the event Lessee, based upon its preliminary determination as to the interest and title of Lessor, determines the Net Mineral Acres owned by Lessor to be more or less than that interest stipulated in the Lease and this Agreement, Lessee shall notify Lessor of such determination at the time of or before the tendering of the above referenced payment, and thereafter all payments due under the Lease and this Agreement shall be based upon the Net Mineral Acres as determined above. Provided, however, that notwithstanding the use of Net Mineral Acres for the calculation of payments, the Lease shall cover the entire interest and property as described in the Lease, including any interest therein which Lessor may hereafter acquire.

In the event operations for drilling are not commenced on the leased premises, or on acreage pooled therewith, during the initial five (5) year primary term of the Paid-Up Lease and this Agreement, and Lessee elects to exercise its option as provided for in the Lease to extend the primary term for an additional term of five (5) years from the expiration of the initial primary term of the Lease, it shall pay or tender to the Lessor's credit, the amount of Three Thousand and no/100 (\$3,000.00) Dollars per Net Mineral Acre, which shall be in full consideration of such election and shall also constitute all payments of the extended primary term, including consideration for the bonus and all delay rentals during the five (5) year extended primary term. Drilling operations shall be deemed to commence when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

Completed by: Stephen F. Coughlin

Lessor's signature: _	AChanfich · Sh Brian Christopher Eaton
Lessor's signature:	Cynthia K. Eaton
Approved by:	
	•

## MEMORANDUM OF OIL AND GAS LEASE FOR RECORDING (Eaton – Marquette)

## "Belmont County, Ohio"

THIS MEMORANDUM OF LEASE FOR RECORDING ("Memorandum") made and

entered into by and between:

Brian Christopher Eaton and Cynthia K. Eaton, husband and wife, hereinafter called "Lessor" whose address is 203 Maple Street, Belpre, OH 45714

and

Marquette Exploration, LLC, a Delaware limited liability company hereafter called "Lessee" whose address is 2002 Timberloch Place, Suite 440, The Woodlands, TX 77380

WITNESS That:

- 1) The parties hereto are parties to a Lease dated effective the adday of 14447, 2011.
- This Memorandum is entered into by the parties under favor of Ohio Revised Code Section 5301.251.
- 3) The names and addresses of the parties as set forth in the Lease are the same as those set forth in the first full paragraph of this Memorandum.
- The premises so leased:

56.15 Gross Acres / 54.08 Net Acres, more or less, situated in Wheeling Township, Belmont County, Ohio, as more specifically identified on Exhibit "A" attached hereto (hereinafter called the "Leased Premises").

5) The term of the Lease is for a term of five (5) years from and after the Effective Date thereof ("Primary Term") and so long thereafter as oil or gas is produced from acreage included within a production and/or a pooled unit located on or partially on the Leased Premises by the Lessee, its successors and assigns, or operations are being conducted thereon by the Lessee in search for oil and/or gas. Lessee shall have the option to extend the Primary Term of this Lease as to all or any part of the acreage not included within a production and/or pooled unit at the expiration of the original Primary Term for an additional term of five (5) years(s) from the expiration of the Primary Term. 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 full and legal surrender of this Lease as to all of the Primary Term or any extension thereof and at all times thereafter when wells cease to produce in paying guantities and are plugged and abandoned and there is no continuous drilling, this Lease shall terminate as to any undeveloped portion of the Leased Premises.

18. Breach or Default. In the event Lessor considers that Lessee has not complied with its express or implied obligations hereunder, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach of said obligation. Lessee shall then have sixty (60) 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 for any cause hereunder, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by the Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all of its obligations hereunder. It is provided, however, that after production of oil or gas has been obtained from the land covered hereby or land pooled therewith (or with any part thereof) this lease shall not be subject to forfeiture or loss, either in whole or part, for failure to comply with the express or implied obligations of this contract, except after final judicial ascertainment of such failure and after Lessee has been given a period of sixty (60) days after such final ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

19. Execution. Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties who execute the same, and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the provisions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors, and assigns.

20. See Addendum attached hereto and made a part hereof.

IN WITNESS WHEREOF, this instrument is executed as of the first date above written.

Brian Christopher Eaton Within 2 m

ACKNOWLEDGEMENT

State of County of Washington , 2011 before me, a Notary Public in and for said County,  $On \leq l$ personally appeared the said Brian Christopher Eaton and Cynthia K. Eaton, Husband and Wife, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed. Official Seal Signature / Notary Public **Hotary** Public Carmichael State of Okto Alisha B. Carrolettael 605 & 631 Washington Blvs. Belpre, Ohio 45714-0039 Printed Name of Notary Public My commission expires:\_ My comm. exp. on May 1, 2013 VE OF OT

Prepared by, and after recording, please return original instrument to: Marquette Exploration, LLC, 2002 Timberloch Place, Suite 440, The Woodlands, Texas 77380.

## \* EXHIBIT "A"

This Exhibit "A" is attached to and made part of that certain Oil and Gas Lease dated July 2677 2011, by and between Brian Christopher Eaton and Cynthia K. Eaton, Husband and Wife, as Lessor, and Marquette Exploration LLC, as Lessee.

Description of la	nds cover	ed by lease:			
Parcel No.	Acres	County	Township	Sec., T, R	Deed
51-00135.000**	54.08	Belmont	Wheeling	S-2 T-9 R-5	657/696

\*\*That certain tract of land being Tax Parcel 51-00135.000, covering 56.15 acres, more or less, located in Section 2 of Township 9 North, Range 5 West, Wheeling Township, Belmont County, Ohio, LESS AND EXCEPT 2.07 acres in the Southwest Quarter of Section 2 that makes up part of Tax Parcel 51-00135.000, and is described in that certain Limited Warranty Deed dated September 8, 1988, from Consolidation Coal Company to Madelon Barricklow (Widow) and recorded in Volume 654, at Page 561, of the Deed of Records of Belmont County, Ohio, and as also described in that certain Warranty Deed dated September 7, 1989, from Madelon R. Barricklow to Brian Christopher Eaton, recorded in Deed Book 657, Page 696, of the Deed of Records of Belmont County, Ohio. Case: 2:19-cv-03412-EAS-CMV Doc #: 21-2 Filed: 08/06/20 Page: 1 of 2 PAGEID #: 263

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	OIL AND GAS L	EASE		tabbies	2
Form G&T (77)	13.45 D	ecember	82	42	
THIS LEASE, made and ente Emersion A. N				d between 21	
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R.D.#4, Cadiz	4		hereinafter called the I	iessor, and	
	le Route #1, Dover, Ohio	44022	•	¢	
hereinafier called the Leaser, W i, That the Leaser, for and ir which is hurzby aktionwisząca, the purpose of druling, operation wise acress and through said as the location of the weils and certain tract of hund situated in	consideration of One Dollar (\$1.00) and other valu and the covenants and agreements thereinaiter conto for, producing and removing oil and gas and all the other oils, gas and their constituents from the subject of placing lanks, equipment, reads and structures.	able consideration in hand lined, does hereby lease and the constituents thereof, and it and object lands, regard thereon to procure and op Towns	erate for the mon product	reachet of Lessee, for e dr oiber- th gas ar is, oil thut	
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	lass the Lesses covenants and agrees; (A) To dolive h (15) part of all oil produced and saved from the oil at the published rate for oil of like grads and		er in tanks or pipe lines, tion to pay Lessor the m	as royaliy, arket price	
for such ane-eighth (%) royalty lines. (B) To pay to the Lessor, as :	old at the published rate for oll of like grade and royally for the gas marketed and used off the pro-	I makes and produced from	ach well drilled thereon,	the sum of	
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	use shall be paid or lendered to the Lessor by check				
lesso regardless of changes in or until delivery to the Lessoe of	mership in the said named person shall continue a mership in the premiser, or in the oil or gas of the nolice of change of ownership as hereinutter provi	s Lessor's agent to receive ir constituents, or in the re ided.	any and all some payable ntals or royalties accruing	bereunder	
7. The Lessor may, at Lessor's demostic use in one dwelling i	sele risk and cost, lay a pipeline to any one gas v ouse on the leased premises, at Lesser's own risk,	velt on the premises, and t	ake gas produced from se a right of abandonment of	id well for	
thousand cubic feet of gas, but roter of the gas utility in the to	narea thousand choic less of gas taken each year all gas in excess of iwo hundred thousand while feet where resenters to the leased premises. Lesser to interve avitance. This produlars in unon the round to	o lay and maintain the ;	shall be paid for at the has oppline and furnish rem-	t published	
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10. The Lense sh the uxpiration of right to surrender the lease to the La be a full and legal	all have the privilege of this lease to remove al this lease or any portion as or with the entersom Surrender of this lease a	using sufficient oil, g ) pipe, well casing, n thereof by written ho cal of sufferent intro- s to all of the premis	is and water for operation inchinery, equipment of the lesson desce of, or by recording the or more the operation there or more the operation there operation the operation of t	ing on the premises and r fixtures placed on the Surrender or partial-sur- soft at the Surrender	i the right si any time du o premises. The Lease an it elects is surrender, and render of this iense, sny of thal indicate and a concel lace indicated on said sur	ring or after all have the by returning which shall
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••••••••	OIL AND CAR LEAD	s.	
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	THUS LEASE made and enlared into this 12th day of January, 1983, by and between the state of the state o		
·	76795 Valley Knoll Road, Flushing, Ohio 43977	, <b>Ļ</b>	
· to	bereinafter called the Lessor, and		
F	Loyd E. Kimble Route #1, Bover, Ohio 44622		
her	inatter called the Lessee, WITNESSETH:		
1. WAL Uho	That the Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lesses, the receipt of the iteration of the covenance and agreements become does hereby lesse and ist preturively unto the Lesses, for yourses of does hereby lesse and ist preturively unto the Lesses, for		
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	h by lands of <u>Mike Puskarich</u> by lands of <u>Mike Puskarich</u> <u>See OL179 Pg 1785</u>		
	h by lands of	5	
Wes	t by lands ofJames Toole & Reel		
2,	g all the property owned by Lessor in Section /Lot $1922$ of Moorefield Township, containing 183 screes, more or less. No well shall be drilled within 200 feet of the present buildings unless both parties consent thereto. 7hrBB		
3. Jong	This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of the years and so much for thereafter as oil or gas or their constituents shall be found on the preintees in poying quantities in the judgment of the Lessee or as the mises shall be operated by the Lessee in the server for old or gas.		
	nzes snall de operated by the Lessee in the search for oil of gis. This lease, however, shall become nuil and void and all rights of either party horeunder thail cease and terminate unless, within <u>twelve</u>		
mon	the from the date hereof, a well shall be commenced on the prentites, or unless the Lesses shall thereafter pay a delay rental of	1.4	
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Less	the shall commence another well or unless the Lessee resumes the payment of delay rental as hereinabove provided.	5	
CONT	From a producing well drilled on the premises, or should the Lesses desire to shout in producing wells, the Lesses arrees to pay the Lesser, mencing on the date one year from the completion of such producing well or the exession of production, or the shutting in of producing , a well rends in New of royalty and delay rental in the amount and under the terms hereinabove producidor for delay rental unlik production.	4	
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renta of or deliv	The sase the Lesisor owners a less interest in the above described premises than the entire and undivided fee simple therein then the royatiss and six herein provided for shall be puid to the Lesisor only in the propertion which such infarest bears to the whole and undivided tes. We there by whereahp in the lesised premises or in the renals or royatiss herecunder shall be binding on the Lesise until fatter noised by the parties to the barties to the whole and undivided tes. We there by tray of nulle in writing duty algorid by the parties to the instrument of conveyance or assignment and detivery of such entire lesise.	<u>^</u>	
· or 4	t duly certified copy thereof to the Lesse. If said land is owned by two or more parties, of the ownership of any interest therein should hereafter be transferred by sale, devise or opera- or law, said land, nevertheless, may be held, developed and operated as an entirely, and the renuls and royalites shall be divided among paid to such several owners in the proportion that the acreage owned by each such several to the entire lessed arrange.		
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Less	or interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the to direct payment of all rentals and royalities to apply on the payment of any existing liens on the premises.		
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Case: 2:19-cv-03412-EAS-CMV Doc #: 21-3 Filed: 08/06/20 Page: 2 of 2 PAGEID #: 266

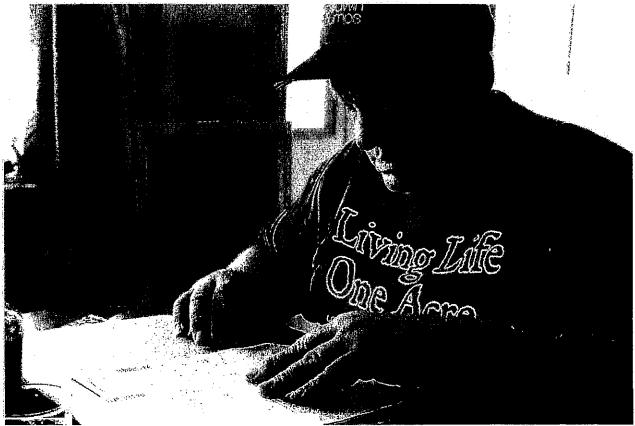
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# In gas drilling country, landowners feel duped over royalty payments

Landowners bitterly dispute the sums that some drillers have been taking from royalty check already diminished a collapse in prices.

September 26, 2016 3:45 PM





(http://www.post-gazette.com/image/2016/09/26/Gas-Drilling-Royalty-2.jpg)

Michael Rubinkam/Associated Press Jan Brown looks over a royalty statement at his home in Wyalusing, Pa. Mr. Brown and other landowners with natural gas wells contend that gas companies are ripping them off by taking improper deductions from their royalty checks. The drilling industry says the deductions are proper.

By Michael Rubinkam / Associated Press

WYALUSING, Pa. — Jan Brown pores over his royalty statement and wonders where all the money went.

A few months ago, the nation's second-largest natural gas producer siphoned \$2,201 worth of gas from his 240-acre property — but paid him only \$359 after taking deductions for transportation and processing.

Mr. Brown, 59, who relies on the royalties as his sole source of income, says the deductions are outrageous and claims his lease forbids them. He feels cheated and duped.

In Pennsylvania and other leading gas-producing states, a battle royal has developed over royalties, with landowners bitterly disputing the sums that some drillers have been taking from royalty checks already severely diminished by a collapse in prices.

Chesapeake Energy Corp. alone is facing royalty lawsuits in Texas, Ohio, Louisiana, Oklahoma, Arkansas and Pennsylvania — including one filed by the Pennsylvania attorney general — and says it has received subpoenas from the U.S. Department of Justice, the U.S. Postal Service and states over its royalty practices.

The deductions' impact is especially acute in Pennsylvania, where gas extracted from the Marcellus Shale, the nation's largest natural gas field, has been selling at a steeper discount than anywhere else in the country. Some landowners have seen their royalty checks dwindle to nothing at all, despite a 1979 state law that mandates a landowner royalty of at least 12.5 percent of the value of the gas. In rare cases, landowners have even gotten statements with negative balances.

"This is robbery," declared Bradford County Commissioner Doug McLinko, an ardent supporter of gas drilling who has nevertheless found himself at war with the industry. "People up here are fighting mad."

Energy companies have sunk more than 1,000 wells in Mr. McLinko's rural county since 2009. In the early years of the fracking boom, royalties could amount to tens of thousands of dollars per month. The money helped save many family farms.

Then prices tumbled, the wells began producing less gas as they aged and residents began taking a closer look at their drastically shrunken checks. Many of them didn't like what they saw: huge deductions for the cost of getting the gas from well to market.

Charlene and John Tewksbury, who own a dairy farm, said that for every \$1.20 their gas fetched this year, Chesapeake has been taking about \$1.15 in deductions. They figure the deductions have totaled \$277,000 since their wells began producing gas in 2011 — cash they want back.

"It's a lot of money. It could have done something in this state, but, instead, Chesapeake kept it," Charlene Tewksbury said.

Chesapeake did not answer questions from The Associated Press about its practice of taking deductions, but said in a statement it has been working with the Pennsylvania attorney general's office and class-action plaintiffs on a "global resolution" of the royalty dispute. A mediation session is scheduled for Oct. 25.

The disagreement centers on how the gas should be valued for royalty purposes.

Landowners contend they're entitled to 12.5 percent of whatever the gas sells for, citing the state's minimum royalty law and the gas companies' own sales pitches that induced landowners to sign drilling leases. Drillers say the royalty is properly calculated based on the market price, less post-production deductions for transportation and processing, a method permitted in most states.

In 2010, the state Supreme Court sided with the gas companies — but also noted that state lawmakers are "best suited" to deciding how the royalties should be paid.

Lawmakers have scheduled a procedural vote Tuesday on a bill in the state House that would prevent deductions from reducing landowner royalties to below the 12.5 percent state minimum. The gas industry has been lobbying against it, asserting it would unconstitutionally interfere with tens of thousands of existing private contracts. Any contractual disputes should be decided in the courts, not through legislation, the drillers argue.

"We understand and share the frustration being voiced by some mineral owners," Marcellus Shale Coalition spokeswoman Erica Clayton Wright said in a statement, but added that landowners and drillers both "share in the success and challenges that the market brings."

With deductions now reducing landowners' royalty payments by 80 or 90 percent — or more — the issue has reached a boil.

Mr. Brown, the landowner, produced a statement showing that Oklahoma City-based Chesapeake paid an effective royalty rate of just 2 percent — while another company that owns a portion of his lease, Statoil, took no deductions at all and gave him the full 12.5 percent.

He said he recently called Chesapeake and told them to take his wells offline.

"I'm not against the gas companies. I just want them to treat us fair," Mr. Brown said. "They made a promise; I expect them to live up to the promise."

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# What do you think?

Compared to other cities, do you think Pittsburgh International Airport is too far away from the downtown area?

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# Case: 2:19-cv-03412-EAS-CMV Doc #: 21-5 Filed: 08/06/20 Page: 1 of 22 PAGEID #: 270

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# Case: 2:19-cv-03412-EAS-CMV Doc #: 21-5 Filed: 08/06/20 Page: 2 of 22 PAGEID #: 271

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(405) 252-7600		Page 1 of 1

Product Cod	es (PC)	Interest Typ	96	Tax	Type	Codes				1	Deduct Codes (	Ded Cd)			and the second second second
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensa 4 - Plant Prod D - Drip Cond	ate (bbl) ducts (gal)	W - Workin RI - Royalty OR - Overrin		OF - AV - CN - EN - ES -	Oil and Ad Vale Conser Enviror Emerge	rvation Tax nmental Tax ency School Tax		PE - Petrolei PR - Gross F PV - Privileg RF - Energy RG - Pipelini	Resource Revolvi e Tax	ng Fund (	01 - Compression         15 - JIB Netting           03 - Processing         16 - Unutilized Capacity           04 - Treating         17 - Gathering Compression           05 - Transportation         18 - Gathering Compression Fuel           07 - Fuel         19 - Transportation Compression           08 - Marketing         20 - Transportation Compression Fuel           09 - Other         21 - Processing Fuel				
Disposition 0		Lease Use	OT - Other	FB- FE-	Environ	raction I Backup Withholdir Imental Tax rocessor Tax	ŋ	UI - Unidenti	Site Restoration fied Tax Withholding Tax		09 - Other 10 - Gathering 14 - Property Exp	21 - P	rocessing Fuel		
Property Number		Property Nan	18	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax S	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year		County Name	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
1340229455 08/2014 1340229455 08/2014 1340229455 08/2014	CAPSTONE HOL BELMONT CAPSTONE HOL BELMONT CAPSTONE HOL BELMONT	DINGS 2H-9		3 ОН 3 ОН 3 ОН	2 2 2	0.0370216400 0.0370210000 0.0370216400 0.0370210000 0.0370216400 0.0370210000	RI 1.07 RI 1.07	2.39 1.00000	76,879.51 2,846.00 0.00 0.00	183,449.8 6,791.6 0.0	2 16.06 2,167,74 0 80.26	OF SV	21,660.09 801.89	10	159,188. 5,893 <i>.</i>
1340229455 08/2014 1340230455	CAPSTONE HOL BELMONT CAPSTONE HOL			3 OH 3	4	0.0370216400 0.0370210000 0.0100452500	RI	0.81 1.00000 2.39	144,038,60 5,332,54 214,446,71	115,951.0 4,292.7 511,712.7	7	OF	55,944.59 2,071.16 60,338.43	03	60,006. 2,221. 444,127.
08/2014 1340230455 08/2014 1340230455	BELMONT CAPSTONE HOL BELMONT CAPSTONE HOL			OH 3 OH 3	2	0.0100450000 0.0100452500 0.0100450000 0.0100452500	1.07 RI 1.07	1.00000	2,154.00 0.00 0.00	5,140.2i 0.0i	6,038.67 0 60.66	sv	606.12		4,461.
08/2014 1340230455 08/2014	BELMONT CAPSTONE HOL BELMONT	DINGS 3H-9		OH 3 OH	4	0.0100450000 0.0100452500 0.0100450000		0.61	0.00 401,779,40 4,035,97	0.0 323,432,4 3,248,9	2		155,051,12	03	167,381.
Corne au Month	er : 2008091			1				1 10	Owner Total	19,473,5	6 169.11	0.00	5.045.74	1	14,257.

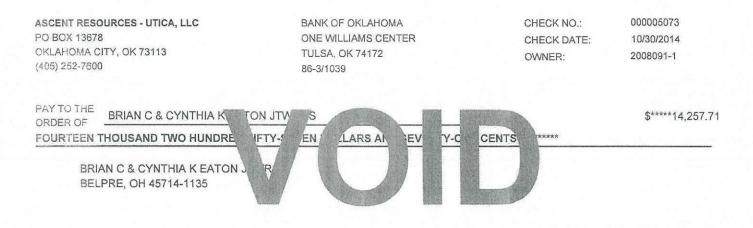
ASCENT RESOURCES - UTICA, LLC	BANK OF OKLAHOMA	CHECK NO .:	000005073
PO BOX 13678	ONE WILLIAMS CENTER	CHECK DATE:	10/30/2014
OKLAHOMA CITY, OK 73113	TULSA, OK 74172	OWNER:	2008091-1
(405) 252-7600	86-3/1039		
PAY TO THE	Company of the second		
ORDER OF BRIAN C & CYNTHIA K FOURTEEN THOUSAND TWO HUNDRE	IFTY- EN LARS AN EV Y-C	CENTS *****	\$*****14,257.71

## Case: 2:19-cv-03412-EAS-CMV Doc #: 21-5 Filed: 08/06/20 Page: 3 of 22 PAGEID #: 272

ASCENT RESOURCES - UTICA, LLC	CHECK NO .:	000005073
PO BOX 13678	CHECK DATE:	10/30/2014
OKLAHOMA CITY, OK 73113	OWNER:	2008091-1
(405) 252-7600		Page 1 of

1

Product Cod	es (PC)	Interest Typ	pe	Tax	Туре	Codes				1	Deduct Codes	(Ded Cd)			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
1 - Oil (bbl) 2 - Gas (mcf) 3 - Conclensa 4 - Plant Proc D - Drip Conc	ata (bbl) ducts (gal)	WI - Workin RI - Royalty OR - Overri		OF - AV - CN - EN - ES -	Oil and Ad Val Conse Enviro Emerg	rvation Tax nmental Tax ency School Tax		PE - Petrole PR - Gross I PV - Privileg RF - Energy RG - Pipelin	Resource Revolvi e Tax	ng Fund	01 - Compression     15 - JIB Netting       03 - Processing     16 - Unutilized Capacity       04 - Treating     17 - Gathering Compression       05 - Transportation     18 - Gathering Compression Fuel       07 - Fuel     19 - Transportation Compression       08 - Marketing     20 - Transportation Compression Fuel					
Disposition C		Lease Use	OT - Other	FB - FE -	Environ	raction I Backup Withholdin Imental Tax rocessor Tax	g	UI - Unidenti	Site Restoration fied Tax Mthholding Tax		09 - Other 10 - Gathering 14 - Property Exp		rocessing Fuel			
Property Number		Property Nan	ne	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value S	Sev. Tax S	Tax Type Code	Deducts \$	Ded Cd	Net Value S	
Sales Date: Month/Year	Í	County Nam	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value S	Owner Sev. Tax S	State Withholding	Owner Deducts \$		Owner Net Value \$	
340229455 8/2014 340229455 8/2014 340229455 8/2014	CAPSTONE HO BELMONT CAPSTONE HO BELMONT CAPSTONE HO BELMONT	LDINGS 2H-9		3 ОН 3 ОН 3 ОН	2 2 2	0.0370216400 0.0370210000 0.0370216400 0.0370210000 0.0370216400 0.0370216400	1.07 RI 1.07	2.39	76,879,51 2,846,00 0,00 0,00 0,00	183,449,8 6,791,6 0,0	2 16.06 2,167.74 80.26	a second	21.660.09 801.89	10	159,188. 5,893.	
1340229455 18/2014 1340230455 08/2014 1340230455 08/2014 1340230455 08/2014	CAPSTONE HO BELMONT CAPSTONE HO BELMONT CAPSTONE HO BELMONT CAPSTONE HO BELMONT	LDINGS 3H-9 LDINGS 3H-9		3 OH 3 OH 3 OH 3 OH	4 2 2 2	0.0370216400 0.0370210000 0.0100452500 0.0100452500 0.0100452500 0.0100450000 0.0100452500 0.0100452500	1.07 RI 1.07 RI 1.07	0,81 1:00000 2.39 1.00000	144,038,60 5,332,54 214,446,71 2,154,00 0,00 0,00 0,00	115,951,0 4,292,7 511,712,7 5,140,3 0,0	70 14 1.207.73 18 12.13 6,038.67 10 60.66	sv	55,944,59 2,071,16 60,338,43 606,12	03	60,006, 2,221 444,127, 4,461,	
1340230455 08/2014	CAPSTONE HO BELMONT	LDINGS 3H-9		3 OH	4	0.0100452500	RI	0,81	401,779,40 4,035,97	323,432. 3,248.9	C. La Constantino de		156.051.12 1.567.57	-03	167.381. 1,681.	
	Der : 2008091															



Ohio Oil & Gas Royalty Lawsuit - Eaton-Cunningham Class Action Complaint

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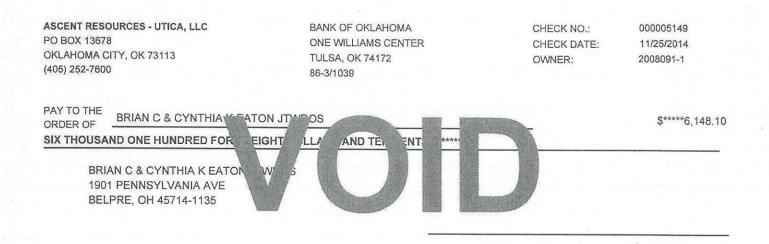
ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

CHECK NO.: 000005149 CHECK DATE: 11/25/2014 OWNER: 2008091-1

Page 1 of 2

				_			L	egend		1						
Product Codes (PC	C)	Interest Ty	pe	Tax	Туре	Codes					Deduct Codes	(Ded Cd)				
1 - Oil (bbl) WI - Working Interest 2 - Gas (mcf) RI - Royalty Interest 3 - Condensate (bbl) OR - Overriding Royalty 4 - Plant Products (gal) D - Drip Condensate (bbl) Disposition Codes (DC)		Interest	OF AV CN ES	- Oil and - Ad Val - Conse - Enviro - Emerg	rvation Tax nmental Tax ency School Tax		MP - Marginal Production Tax PE - Petroleum Excise Tax PR - Gross Production Tax PV - Privilege Tax RF - Energy Resource Revolving Fund RG - Pipeline Tax			01 - Compressio 03 - Processing 04 - Treating 05 - Transportati 07 - Fuel 08 - Marketing	16 - U 17 - G on 18 - G 19 - T	15 - JIB Netting 16 - Unutilized Capacity 17 - Gathering Compression 18 - Gathering Compression Fuel 19 - Transportation Compression 20 - Transportation Compression Fuel				
<b>Disposition Codes</b>		1.		raction I Backup Withhold	na	RS - Oilfield	Site Restoration		09 - Other		rocessing Fue		SION FUEL			
03 - Sales			OT - Other	EE - Environmental Tay					Withholding Tax		10 - Gathering 14 - Property Exp	pense				
Property Property Name Number		DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value S	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value S			
Sales Date: Month/Year		County Nam	5	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value S	Owner Sev. Tax S	State Withholding	Owner Deducts \$		Owner No Value S	

Details follow this page.



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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

000005149 11/25/2014 2008091-1

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1 - OI (2)	Product Cod	des (PC)	Interest Ty	pe	Tax	СТуре	Codes		Legend		T	Deduct Codes (	Ded Cd)		-	
Projecty Name         Projecty Let 10 <sup>1</sup> Projecty Market         Projecty Let 10 <sup>1</sup> Projecty Let 10	2 - Gas (mcf 3 - Condens 4 - Plant Pro D - Drip Con Disposition	ate (bbl) oducts (gal) idensate (bbl) Codes (DC)	RI - Royalty OR - Overri	Interest ding Royalty	OF AV EN ES ES FB FE	- Oil an - Ad Va - Conse - Enviro - Emerg - Oil Ext - Federa - Enviro	d Gas Fee lorem rvation Tax mmental Tax jency School Tax traction al Backup Withholdir nmental Tax	ŋg	PE - Petrole PR - Gross PV - Privile RF - Energy RG - Pipelir RS - Oilfield UI - Uniden	PE - Petroleum Excise Tax C PR - Gross Production Tax C PV - Privilege Tax C RF - Energy Resource Revolving Fund C RG - Pipeline Tax C RS - Olifield Site Restoration C UI - Unidentified Tax C WH - State Withholding Tax 1			03 - Processing     16 - Unutilized Capacity       04 - Treating     17 - Gathering Compression       05 - Transportation     18 - Gathering Compression Fuel       07 - Fuel     19 - Transportation Compression       08 - Marketing     20 - Transportation Compression Fuel       09 - Other     21 - Processing Fuel       10 - Gathering     21 - Processing Fuel			
James Dies         County Name         57         Junit         Junit         Pair         Junit	Property	1	and the second se			-	Net Revenue		Price S			Sev.	Тах Туре	Deduct's \$	Ded	Net
Membra         Processes         Type         Type         Type         Volume         Virue			County Nam	e	ST	-		1			Owner Gross	1			Cd	Value \$ Owner Net
DORD/H         ELLMONT         CH         C         D.000000         H.000000         B.000000         B.1000000         B.10000000         B.10000000         B.10000000         B.10000000000         B.1000000000000000000000000000000000000	Month/Year		Concernant sum line sum o				Decimal	1.073		Volume	Value S	Tax S	Withholding	Deducts \$		Value \$
BRADINT         CH         CH <t< td=""><td>340229455 8/2014 340229455 8/2014</td><td>BELMONT CAPSTONE H BELMONT CAPSTONE H BELMONT</td><td>DLDINGS 2H-9 DLDINGS 2H-9</td><td></td><td>ОН 3 ОН 3 ОН</td><td>2</td><td>0.0370210000 0.0370216400 0.0370210000 0.0370216400 0.0370210000</td><td>RI 1.07 RI 1.07 RI</td><td>1.00000</td><td>2,846.00 0.00 0.00 0.00</td><td>6,754.60 0.00 0.00</td><td>16.06 2,167.74 80.26</td><td>sv</td><td>797.54</td><td>10</td><td>158,306.4 5,860.7</td></t<>	340229455 8/2014 340229455 8/2014	BELMONT CAPSTONE H BELMONT CAPSTONE H BELMONT	DLDINGS 2H-9 DLDINGS 2H-9		ОН 3 ОН 3 ОН	2	0.0370210000 0.0370216400 0.0370210000 0.0370216400 0.0370210000	RI 1.07 RI 1.07 RI	1.00000	2,846.00 0.00 0.00 0.00	6,754.60 0.00 0.00	16.06 2,167.74 80.26	sv	797.54	10	158,306.4 5,860.7
OP2014         BELMONT         OH         C         OUT2021665         R1         LL0000         LL2030         LL20300         LL203000         LL20300         LL203000         LL203000         LL203000         LL203000         LL203000         LL203000         LL203000         LL200000	8/2014 340229455 8/2014 340229455 8/2014	BELMONT CAPSTONE HO BELMONT CAPSTONE HO BELMONT	DLDINGS 2H-9 DLDINGS 2H-9		ОН 3 0Н 3 0Н	2	0.0370210000 0.0370216400 0.0370210000 0.0370216400 0.0370216400	RI 1.07 RI 1.07 RI		-2,846,00 0,00 0,00	-6,791,62	-16.06 -2,167.74 -80.26			10	-159,188, -5,893,
134022045         CAPSTONE HOLDINGS 2H-9         3         4         0.007216400         0.00         <	9/2014 340229455 9/2014 340229455 9/2014	BELMONT CAPSTONE HO BELMONT CAPSTONE HO BELMONT	DLDINGS 2H-9 DLDINGS 2H-9		OH 3 OH 3 OH	2	0.0370216565 0.0370216400 0.0370216565 0.0370216400 0.0370216665	RI 1.07 RI 1.07 RI		1,208,00 0,00 0.00	2,865,36	6.76 912.15 33.78		10.65 9,106.19	07 10	66,908,5 2,477,0
BELMONT         OH         OH         OUX 0272/1972 RI         1.00000         22.59.54         1.948.62         60.83.84           1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452500         1.07         2.37         214,446.71         508,924.93         1.207.73         OF         60.0104           08/2014         BELMONT         OH         OH         0.0100452500         1.07         0.00         6.038.67         SV           08/2014         BELMONT         OH         OH         0.0100452500         1.07         0.00         6.038.67         SV           08/2014         BELMONT         OH         0.0100452500         1.07         0.00         6.00         6.038.67         SV           08/2014         BELMONT         OH         0.0100452500         1.07         0.00         6.00         6.00.86         6.038.67         SV           08/2014         BELMONT         OH         0.0100452500         1.07         2.39         -214,446.71         -511.712.74         -1.207.73         OF         -60.338.43           08/2014         BELMONT         OH         0.0100450250         1.07         0.00         0.00         -60.038.67         SV           08			NDNOCOLO		-			RI	tratan ever	a Discourse of Constant States of Dis-						
1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452500         1.07         2.37         214,446.71         508,924.93         1.207.73         OF         60,011.45           08/2014         BELMONT         OH         0.0100452000         RI         1.00000         2.154.00         5,112.28         12.13         602.83           1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452000         RI         0.000         0.00         6.038.67         SV           1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452000         RI         0.00         0.00         6.038.67         SV           1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452000         RI         0.00         <			JEDING 5 21-9		1 1 1 2 2 2 2 2 2 2	4	a stand for the state of the	RI	Also All also	The second second					03	29,841.4 1,104.7
1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452500         1.07         2.33         -214,446.71         -511,712.74         -1,207,73         OF         -60,338.43           08/2014         BELMONT         OH         0         0.0100452500         1.07         2.33         -214,446.71         -511,712.74         -1,207,73         OF         -60,338.43           1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452500         1.07         0.00         -5,140.28         -12.13         -606,12           08/2014         BELMONT         OH         0.0100452500         1.07         0.00         -60.66         SV           1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452500         1.07         0.00         0.00         -60.66         V           1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452500         1.07         2.37         88,076,64         208,936,12         488,97         OF         776.23           08/2014         BELMONT         OH         0.0100452204         1.07         0.00         2.098,81         4.91         7.80           1340230455         CAPSTONE HOLDINGS 3H-9         3	8/2014 340230455 8/2014 340230455	BELMONT CAPSTONE HO BELMONT CAPSTONE HO	DLDINGS 3H-9		ОН 3 ОН 3.	2	0.0100450000 0.0100452500 0.0100450000 0.0100452500	RI 1.07 RI 1.07	2.37	2,154.00 0.00 0.00	508,924.93 5,112.28 0.00	1,207.73 12.13 6,038.67		60,011.45	10	441,667.0 4,435.6
1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452500         1.07         2.37         88,076.94         208,936.12         488,97         OF         776.23           09/2014         BELMONT         OH         0.0100452204         RI         1.00000         88,05.00         2.098,936.12         488,97         776.23           1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452500         1.07         0.000         2.098,81         4.91         7.80           09/2014         BELMONT         OH         0.0100452204         RI         0.000         2.00100         2.444.86         5V         245.52.54           09/2014         BELMONT         OH         0.0100452204         RI         0.00         0.000         2.4.56.54         246.54           1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452204         RI         0.00         0.000         24.55         245.54           1340230455         CAPSTONE HOLDINGS 3H-9         3         2         0.0100452204         RI         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.0	040230455 8/2014 340230455 8/2014 340230455	CAPSTONE HO BELMONT CAPSTONE HO BELMONT CAPSTONE HO	DLDINGS 3H-9		3 0H 3 0H 3	2	0.0100452500 0.0100450000 0.0100452500 0.0100452500 0.0100450500	1.07 RI 1.07 RI 1.07		-214,446.71 -2,154.00 0.00 0.00	-511,712.74 -5,140.28 0.00	-12.13 -6,038.67 -60.66	1000	1. 110 2010 (10 00 00 00 00 00 00 00 00 00 00 00 00 0	10	-444,127.5 -4,461.3
D9/2014         BELMONT         OH         0.0100452234         RI         0.00         0.00           1340230455         CAPSTONE HOLDINGS 3H-9         3         4         0.0100452500         0.75         185,907.67         142,070.64         61,530.83           192014         DELMONT         OH         0.0100452500         0.75         185,907.67         142,070.64         61,530.83	340230455 9/2014 340230455 9/2014 340230455 9/2014	CAPSTONE HO BELMONT CAPSTONE HO BELMONT CAPSTONE HO BELMONT	DLDINGS 3H-9 DLDINGS 3H-9		3 0H 3 0H 3 0H	2	0.0100452500 0.0100452234 0.0100452500 0.0100452234 0.0100452500 0.0100452234	1.07 RI 1.07 RI 1.07 RI		88,076,94 885.00 0,00 0,00	208,936.12 2,098,81 0.00	488.97 4.91 2.444.86 24.56		7.80 24,582,54	07 10	180,643.5 1,814.6
	340230455	BELMONT CAPSTONE HO			OH 3	4	0.0100452234 0.0100452500	RI	CONTRACTOR OF	185,907,67	142,070.64			The burger of the ball	03	80,539,8 809,0
Dwner Number : 2008091         Owner Total         8,274,91         70.01         0.00         2,056.80	Winer Norma	pr - 2008064	5													6,148.10

## Case: 2:19-cv-03412-EAS-CMV Doc #: 21-5 Filed: 08/06/20 Page: 6 of 22 PAGEID #: 275

 ASCENT RESOURCES - UTICA, LLC
 CHECK NO.:
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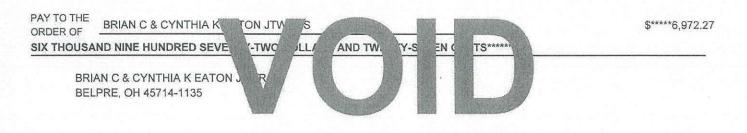
 PO BOX 13678
 CHECK DATE:
 11/26/2014

 OKLAHOMA CITY, OK 73113
 OWNER:
 2008091-1

 (405) 252-7600
 Page 1 of 1

Product Cod	es (PC)	Interest Typ	9e	Tax	Type	Codes		.egend		T	Deduct Codes	Ded Cd)	1.11-X2-11-12		
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condense 4 - Plant Prot D - Drip Cond Disposition (	ite (bbl) ducts (gal) densate (bbl) Codes (DC)	WI - Workin RI - Royalty OR - Overri		SV - OF - AV - CN - EN - ES - EX - FB -	Severa Oil and Ad Valo Conser Enviror Emerge Oil Extr Federal	nce Tax I Gas Fee orem Ivation Tax Imental Tax ency School Tax	g	MP- Marginal Production Tax PE - Petroleum Excise Tax PR - Gross Production Tax PV - Privlege Tax RF - Energy Resource Revolving Fund RG - Pipeline Tax RS - Outfield Site Restoration UI - Unidentified Tax WH - State Withholding Tax			01 - Compression         15 - JIB Netting           03 - Processing         16 - Unutilized Capacity           04 - Treating         17 - Gathering Compression           05 - Transportation         18 - Cathering Compression Fuel           07 - Fuel         19 - Transportation Compression           08 - Marketing         20 - Transportation Compression Fuel           09 - Other         21 - Processing Fuel				
03 - Sale	es 10-	Lease Use Property Nan	OT - Other			ocessor Tax Net Revenue	ВТИ	WH - State V	Prop Gross		14 - Property Exp	ense Tax Type		Ded	Net
Number		r ropurty rian			10	Interest	Fact	Price \$	Volume		Tax S	Code	Deducts \$	Cd	Value \$
Sales Date: Month/Year		County Name	e.	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
1340229455 07/2014 1340229455 07/2014 1340229455 07/2014 1340229455 07/2014 1340229455 07/2014 1340229455 07/2014	CAPSTONE HOL BELMONT CAPSTONE HOL BELMONT CAPSTONE HOL BELMONT CAPSTONE HOL BELMONT CAPSTONE HOL BELMONT BELMONT BELMONT	DINGS 2H-9 DINGS 2H-9 DINGS 2H-9 DINGS 2H-9 DINGS 2H-9		3 OH 3	2 2 2 2 2 2 2 2 2	0.0370216400 0.0370216476 0.0370216476 0.0370216476 0.0370216400 0.0370216400 0.0370216400 0.0370216640 0.0370216664 0.0370216664 0.0370216664 0.0370216664 0.0370216664 0.0100452500 0.0100452382	1.09 RI 1.09 RI 1.09 RI 1.09 RI 1.09	2.68 1.00000 1.55 1.00000 1.55 1.00000	98,109.42 3,632.00 0.00 0.00 -98,109.42 -3,632.00 0.00 0.00 -253.361.55 -22.545.00	262,805.7 9,729.5 0,0 -152,059.6 -5,629.8 0,0 -392,710.4 -392,710.4	0 20.56 2,776.81 102.80 0 -555.36 7 -20.56 -2,776.81 0 -102.80 0 -555.36	OF SV OF SV	27,223.82 1,007.88 -27,223.82 -1,007.88 -69,778.62 -700.94	10	232,249,7 8,598,2 -121,513,6 -4,498,6 -3,14,391,0 -3,158
1340230465 07/2014 1340230455 07/2014 1340230455 07/2014 1340230455 07/2014 1340230455 07/2014 1340230455	CAPSTONE HOL BELMONT GAPSTONE HOL BELMONT GAPSTONE HOL BELMONT GAPSTONE HOL BELMONT GAPSTONE HOL	.DINGS 3H-8 .DINGS 3H-9 .DINGS 3H-9		3 OH 3 OH 3 OH 3 OH 3 OH 3	2 2 2 2 2	0.0100452500 0.0100452500 0.0100452382 0.0100452382 0.0100452500 0.0100452548 0.0100452548 0.0100452548	1.09 RI 1.09 RI 1.09 RI 1.09 RI	2.68 1.00000	0.00 0.00 0.00 253,361,58 2,545,00 0.00 0.00	0.0 0.0 678.679.6 6,817.5 0.0	-7,117.36 0 -71.50 5 1,423.47 1 14.30 7,117.36	SV OF SV	-700,34 69,778,62 700,94	10	-3,138. 600,360. 6,030.
07/2014	BELMONT			CH		0,0100452546	RI		0.00	0.0	Q				
Owner Numb	per : 2008091				-		-		Owner Total	6,972.2	7 0.00	0.00	0.00		6,972.2

ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600 BANK OF OKLAHOMA ONE WILLIAMS CENTER TULSA, OK 74172 86-3/1039 CHECK NO.: CHECK DATE: OWNER: 000005186 11/26/2014 2008091-1



## Case: 2:19-cv-03412-EAS-CMV Doc #: 21-5 Filed: 08/06/20 Page: 7 of 22 PAGEID #: 276

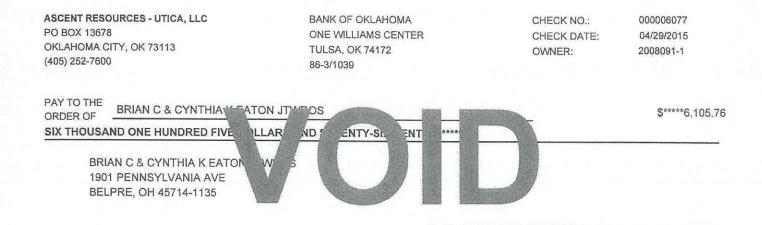
ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

CHECK NO.: 000006077 CHECK DATE: 04/29/2015 OWNER: 2008091-1

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1.			and the state of the				L	egend								
Product Codes (	PC)	Interest Ty	ре	Type	Codes					Deduct Codes	(Ded Cd)					
1 - Oli (bbl)     WI - Working Interest       2 - Gas (mcf)     RI - Royalty Interest       3 - Condensate (bbl)     OR - Overriding Royalty       4 - Plant Products (gal)     D - Drip Condensate (bbl)       Disposition Codes (DC)     Disposition Codes (DC)				OF AV CN EN ES EX	- Oil and - Ad Val - Conse - Enviro - Emerg - Oil Ext	nvation Tax nmental Tax ency School Tax	ing	MP - Marginal Production Tax PE - Petroleum Excise Tax PR - Gross Production Tax PV - Privilege Tax RF - Energy Resource Revolving Fund RG - Pipeline Tax RS - Olifield Site Restoration UI - Unidentified Tax			01 - Compressio 03 - Processing 04 - Treating 05 - Transportati 07 - Fuel 08 - Marketing 09 - Other	16 - L 17 - G 0n 18 - G 19 - T 20 - T	15 - JIB Netting 16 - Unutilized Capacity 17 - Gathering Compression 18 - Gathering Compression Fuel 19 - Transportation Compression 20 - Transportation Compression Fuel 21 - Processing Fuel			
03 - Sales	03 - Sales 10 - Lease Use OT - Other			1000		nmental Tax rocessor Tax		WH - State	Withholding Tax		10 - Gathering 14 - Property Exp	pense				
Property Property Name Number		ne	DC	PC	Net Revenue Interest	BTU Fact	Price S	Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts S	Ded Cd	Net Value \$		
Sales Date: Month/Year		County Nam	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value S	Owner Sev. Tax S	State Withholding	Owner Deducts S		Owner Ne Value \$	

Details follow this page.



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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

CHECK NO .:	000006077
CHECK DATE:	04/29/2015
OWNER:	2008091-1

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Product Cod	les (PC)	Interest Typ	90	Tax	Туре	Codes		egend		ſ	Deduct Codes (	Ded Cd)			-
1 - Oil (bbl) 2 - Gas (mcf 3 - Condens 4 - Plant Pro D - Drip Con Disposition	ate (bbl) oducts (gal) odensate (bbl)	WI - Workin RI - Royalty OR - Overrid	-	OF - AV - CN - EN - ES - EX - FB -	Oil and Ad Val Conse Enviro Emerg Oil Ext	rvation Tax nmental Tax ency School Tax raction al Backup Withholdir	19	PE - Petrole PR - Gross I PV - Privileg RF - Energy RG - Pipelin RS - Oilfield UI - Unident	Resource Revolvi e Tax Site Restoration ified Tax	ng Fund 0 0 0 0 0 0 0 0 0 0	1 - Compression 3 - Processing 4 - Treating 5 - Transportatio 7 - Fuel 8 - Marketing 9 - Other 0 - Gathering	16 - U 17 - G xn 18 - G 19 - Ti 20 - Ti	B Netting nutilized Capa athering Comp ansportation C ransportation C rocessing Fuel	oression oression Compre Compre	n Fuel ssion
03 - Sal	les 10 -	Lease Use	OT - Other			nmental Tax rocessor Tax		WH - State \	Withholding Tax		4 - Property Exp	ense			
Property Number		Property Nam	18	DC	PC	Net Revenue Interest	BTU Fact	Price S	Prop Gross Volume	Gross Value \$	Sev. Tax S	Tax Type Code	Deducts S	Ded Cd	Net Value \$
Sales Date: Month/Year		County Name	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts S		Owner Net Value \$
1340229455 07/2014 1340229455 07/2014 1340229455 07/2014	CAPSTONE HOI BELMONT CAPSTONE HOI BELMONT CAPSTONE HOI BELMONT	_DINGS 2H-9 _DINGS 2H-9		3 0H 3 0H 3 0H	2 2 2	0.0370216400 0.0370216000 0.0370216400 0.0370210000 0.0370216400 0.0370216000	1.00 RI 1.00 RI	2.68	98,109.42 0.00 0.00 0.00 0.00	262,805.70 0.00 0.00	0.06 2,776.81 0.00	OF	27,223,82 -0.01	10	232,249.7 0.0
1340229455 08/2014 1340229455 08/2014 1340229455 08/2014 1340229455	CAPSTONE HOI BELMONT CAPSTONE HOI BELMONT CAPSTONE HOI BELMONT CAPSTONE HOI	_DINGS 2H-9 _DINGS 2H-9		3 OH 3 OH 3 OH 3	2 2 2 2 2 2	0.0370216400 0.0370216250 0.0370216400 0.0370216250 0.0370216400 0.0370216250 0.0370216250	RI 1.00 RI 1.00 RI	3,39	76,879.51 0.00 0.00 0.00	260,862.93 2,903.71 0,00	0.00 2,167.74 0.00	OF SV	19,731.80 730.50 21,542.71 0.00	10	217,007.1 2,173.2
08/2014 1340229455 09/2014 1340229455 09/2014 1340229455 09/2014	BELMONT CAPSTONE HOL BELMONT CAPSTONE HOL BELMONT CAPSTONE HOL	.DINGS 2H-9 .DINGS 2H-9		он 3 0н 3 0н 3 0н 3 0н	2 2 2 2	0.0370216250 0.0370216400 0.0370216400 0.0370217020 0.0370217020 0.0370217020 0.0370216400 0.0370216400	RI 1.00 RI 1.00 RI 1.00	3.90 1.00000	0,00 32,626.61 0.00 0,00 0,00	0.00 127,155.6s 1,842.16 0.00	182.43 0.00 912.15 0.00	of SV	9.106.19 0.00 15.185.74 562.20 287.54	10 05 07	101,481.6 1,279.9
1340229455 09/2014 1340229455 09/2014 1340229455	BELMONT CAPSTONE HOI BELMONT CAPSTONE HOI BELMONT CAPSTONE HOI	DINGS 2H-9		он 3 0Н 3 0Н	2 2 4	0.0370217020 0.0370216400 0.0370217020 0.0370216400 0.0370216400 0.0370216400	1.00 RI 1.00	1.03	0.00 0.00 0.00 1,091.88	0.00 0.00 0.00 1.119.50			0.00 24.95	03	1,084.3
10/2014	BELMONT			OH		0.0370254580	RI	1.00000	40.42	41.45			0.93	Ser.	40.5
1340230455 08/2014 1340230455 08/2014 1340230455 08/2014 1340230455 08/2014	CAPSTONE HOL BELMONT CAPSTONE HOL BELMONT CAPSTONE HOL BELMONT BELMONT	LDINGS 3H-9 LDINGS 3H-9		3 OH 3 OH 3 OH 3 OH	2 2 2 2	0.0100452500 0.0100452460 0.0100452500 0.0100452460 0.0100452500 0.0100452460 0.0100452460 0.0100452460 0.0100452460	RI 1.00 RI 1.00 RI 1.00	3.39 1.00000	214,446.71 0.00 0.00 0.00 0.00	727,703,47 2,197,68 0.00 0.00	0.00 6,038.67 0.00	OF SV	55,039,62 552,89 60,011,45 0,00	10	605,406.0 1,644.7
1340230455 09/2014 1340230455 09/2014 1340230455 09/2014 1340230455	BELMONT CAPSTONE HOI BELMONT CAPSTONE HOI BELMONT CAPSTONE HO	LDINGS 3H-9 LDINGS 3H-9		3 0H 3 0H 3 0H 3 0H 3	2 2 2 2	0.0100452460 0.0100452500 0.0100452500 0.0100452500 0.0100452500 0.0100452500 0.0100452500	1.00 RI 1.00 RI 1.00 RI RI	3.90 1.00000	0,00 88,076,94 0,00 0,00 0,00	0.00 343,262.20 1,349,34 0.00	488.97 0.00 2,444.86 0.00	OF	24,582.54 0.00 40,994.58 411,80 776.23 0.00		273,975.0 937.6
09/2014 1340230455 09/2014 1340230455	BELMONT CAPSTONE HO BELMONT CAPSTONE HO	LDINGS 3H-9		он 3 он 3	2	0.0100452500 0.0100452500 0.0100452500 0.0100452500	RI 1.00 RI	1.03	0.00 0.00 2.952.12	0.00 0.00 3,026.8			67.47	03	2,959.3
10/2014	BELMONT			ОН		0.0100465810	10000	1.00000	29.66	30,4	a second second second		0,68		29.7
	ber : 2008091	and the state of the state										0.00			

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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

ASCENT RESOURCES - UTICA, LLC

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	diment in the second						1	egend							-
Product Coc	les (PC)	Interest Type		Tax	Туре	Codes				1	Deduct Codes (	Ded Cd)			
1 - Oil (bbl) 2 - Gas (mol 3 - Condens 4 - Plant Pro D - Drip Con Disposition	ate (bbl) ducts (gal) densate (bbl)	WI - Working In RI - Royalty Inte OR - Overriding	erest	OF - AV - CN - EN - ES - EX -	Oil and Ad Vali Consei Enviror Emergi Oil Extr	rvation Tax nmental Tax ency School Tax	19	PE - Petrolei PR - Gross F PV - Privileg RF - Energy RG - Pipelini	Resource Revolvi e Tax Site Restoration	03 04 05 07 07 08 05 05	- Compression - Processing - Treating - Transportation - Fuel - Marketing - Other	16 - U 17 - G 18 - G 19 - Ti 20 - Ti	B Netting nutilized Capaci athering Comp ransportation C ransportation C rocessing Fuel	ression ression ompre ompre	n Fuel ssion
03 - Sal	es 10 - L	ease Use	OT - Other			mental Tax ocessor Tax		WH - State V	Withholding Tax		<ul> <li>Gathering</li> <li>Property Exp</li> </ul>	ense			in the second
Property Number		Property Name		DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value S
Sales Date: Month/Year		County Name		ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax S	State Withholding	Owner Deducts \$		Owner Net Value \$
1340229455	CAPSTONE HOLI	DINGS 2H-9		3	2	0.0370216400	1.01	2.76	22,858.31	63,180.37	127.46	OF	5,883.73	10	48,371.4
03/2015	BELMONT			OH		0.0370216255	RI	1.00000	846.00	2,339.04	4.72		217.82		1,790.7
1340229455	CAPSTONE HOLI	DINGS 2H-9		3	2	0.0370216400	1.01		0.00		637.30	sv	6,818.63	05	
03/2015	BELMONT			OH		0.0370216255	100		0.00	0.00	23.59		252.44		
1340229455	CAPSTONE HOLI	DINGS 2H-9		3	2	0.0370216400							1,341.78	07	
03/2015	BELMONT			OH		0.0370216255	Contraction of the second		0.00	0.00	172 J 120		49.68		
1340229455	CAPSTONE HOLI	DINGS 2H-9		3	2	0.0370216400	1								
03/2015	BELMONT			OH		0.0370216255	1		0.00	0.00	81 I	1. In 1. In 1.			
1340229455 03/2015	CAPSTONE HOLI	DINGS 2H-9		3 OH	2	0.0370216400					S le s i Col				
1340229455	BELMONT CAPSTONE HOU		Constant of the	3	A	0.0370216255	12	mainstein a	0.00	0.00	de la mante de la mante	and the second	-	-	TRADE COLUMN TWO IS NOT
03/2015	BELMONT	JING3 211-9		OH	4	0.0370216400	1241.24	0.36	42,199.04	15,098,82 558.98			15,457,51	03	-358.6
1340230455	CAPSTONE HOL	DINCS 3H.0		3	2	0.0370214381	100003942	1,00000	1,562.28 54,389.36	150,332.19	303,28	OF	572.26 13,999.82	10	-13.2 115,095.6
03/2015	BELMONT	511000170		OH	-	0.0100452205	1	1,00000	547.00	1.510.12	3.05	Ur	140.63	10	1,156,1
1340230455	CAPSTONE HOL	DINGS 3H-9		3	2	0.0100452500	1.44.5	1,00000	0.00	1,010,12	1,516.40	sv	16,224,35	05	1,100.1
03/2015	BELMONT			OH		0.0100452205	1		0.00	0.00	15.23		162.98	00	
1340230455	CAPSTONE HOL	DINGS 3H-9		3	2	0.0100452500	169.11		1000		10.20		3,192,66	07	
03/2015	BELMONT			OH		0.0100452205	RI		0.00	0.00			32.07		
1340230455	CAPSTONE HOL	DINGS 3H-9		3	2	0.0100452500	1.01								
03/2015	BELMONT			OH		0.0100452205	RI		0.00	0.00	-				
1340230455	CAPSTONE HOL	DINGS 3H-9		3	2	0.0100452500	1.01								
03/2015	BELMONT			OH		0.0100452205	RI		00.0	0.00					
1340230455	CAPSTONE HOL	DINGS 3H-9		3	4	0.0100452500		0.35	100,408.96	35,926.33		<b>BUSIERS</b>	36,779.80	03	-853.4
03/2015	BELMONT			OH		0.0100452788	RI	1,00000	1,008.63	360,89			369,46	1.24	-8.5
Owner Num	ber : 2008091								Owner Total	4,769.03	46.59	0.00	1,797,34		2,925

PO BOX 13678 ONE WILLIAMS CENTER CHECK DATE: 05/28/2015 OKLAHOMA CITY, OK 73113 TULSA, OK 74172 2008091-1 OWNER: (405) 252-7600 86-3/1039 PAY TO THE BRIAN C & CYNTHIA K TON JTW S \$\*\*\*\*2,925.10 ORDER OF TWO THOUSAND NINE HUNDRED TWE Y-FIVE SLL. AND TEL ENT BRIAN C & CYNTHIA K EATON J R BELPRE, OH 45714-1135

BANK OF OKLAHOMA

## Case: 2:19-cv-03412-EAS-CMV Doc #: 21-5 Filed: 08/06/20 Page: 10 of 22 PAGEID #: 279

ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

CHECK	NO.:
CHECK	DATE

OWNER:

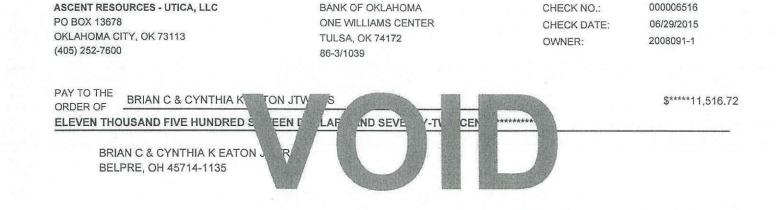
06/29/2015

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		1		-			L	egend							
Product Cod	es (PC)	Interest Type	f		mathematic	Codes		A Station of the			Deduct Codes (	Ded Cd)	in anter a torrent de la comuni		
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensa 4 - Plant Pro D - Drip Con	ate (bbl) ducts (gal)	WI - Working RI - Royatty I OR - Overridi	nterest	OF - AV - CN - EN - ES -	Oil and Ad Valu Consei Enviror Emergi	rvation Tax Imental Tax ancy School Tax		PE - Petroleu PR - Gross F PV - Privilegi RF - Energy RG - Pipeline	Resource Revolvi a Tax	00 04 05 ng Fund 07	Compression     Processing     Treating     Transportation     Fuel     Marketing	16 - U 17 - G 20 18 - G 19 - Ti	B Netting nutilized Capac athering Comp athering Comp ransportation C ransportation C	ressior ressior compre	r Fuel ssion
Disposition (	Codes (DC)		-		Oil Extr	action Backup Withholdir	in the second se	RS - Oilfield UI - Unidenti	Site Restoration		- Other		rocessing Fuel		asion ruer
03 - Sale	es 10-L	ease Use	OT - Other	FE-	Environ	mental Tax	э		Withholding Tax		<ul> <li>Gathering</li> <li>Property Exp</li> </ul>	ense			
Property Number		Property Name	5	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year		County Name		ST		Disbursement Decimal	Int Typa	GMI	Owner Volume	Owner Gross Value S	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
1340229455	CAPSTONE HOL	DINGS 2H-9		3	2	0.0370216400	1.11	3.43	91,717.44	314,911.83	519.71	OF	26,084.44	10	228,156.4
04/2015	BELMONT			OH		0.0370216641	RI	1.00000	3,396.00	11,658.56	19.24		965.70		8,446.7
1340229455	CAPSTONE HOL	DINGS 2H-9		3	2	0.0370216400	1.11		0.00		2,598.53	sv	55,672.49	05	
04/2015	BELMONT			OH		0.0370216641	RI		0.00	0.00	96.20		2,061.09		
1340229455	CAPSTONE HOL	DINGS 2H-9		3	2	0.0370216400							1,880.21	07	
04/2015	BELMONT			OH		0.0370216641			0.00	0.00			69.61		
1340229455	CAPSTONE HOL	DINGS 2H-9		3	2	0.0370216400									
04/2015	BELMONT			. OH		0.0370216641			0.00	0.00					
1340229455	CAPSTONE HOL	DINGS 2H-9		3	2	0.0370216400									
04/2015	BELMONT		abendeventarianienetek	OH	Contrast	0.0370216641	RI	standorrow a	0.00	0.00	Patrix 11 a 1 dia Gamerica Ital	Belevision and enabled	analase en estate en	mert man	-
1340229455	CAPSTONE HOL	DINGS 2H-9		3 OH	4	0.0370216400	M. Take	0.27	179,987.10	48,038.56			66,505.23	03	-18,465.6
04/2015	BELMONT CAPSTONE HOL	DINCCOL	Area Property	3	2	0.0370215094	ONKORNES,	1.00000	6,663.42	1,778.46			2.462.14	Sec.	-683.6
04/2015	BELMONT	DINGS 3FI-9		OH	2	0.0100452500		3.43	163,445.02 1,642.00	561,188.48 5,637.28	926,14 9,30	OF	46,483.76 466.94	10	406,586.1
1340230455	CAPSTONE HOL	DINGS 3H.9		3	2	0.0100452525	11.	1.00000	0.00	5,637.20	4,630,70	sv	99,211,13	05	4,084.2
04/2015	BELMONT	011000110		ОН	-	0.0100452525			0.00	0.00	4.030.70	34	995.60	43	
1340230455	CAPSTONE HOL	DINGS 3H-9		3	2	0.0100452500	100		0.00	0.00	40.02		3,350.62	07	
04/2015	BELMONT			ОН			RI		0,00	0.00			33.66		
1340230455	CAPSTONE HOL	DINGS 3H-9		3	2	0.0100452500	1.11								
04/2015	BELMONT			OH		0.0100452525	RI		0.00	0.00					
1340230455	CAPSTONE HOL	DINGS 3H-9		3	2	0.0100452500	1.11								
04/2015	BELMONT			ОН		0.0100452525	RI		0,00	0.00	19-13				
1340230455	CAPSTONE HOL	DINGS 3H-8	·科·普尔特教教	3	4	0,0100452500		0.27	320,745.90	85,607.08		CARACTER !!	118,515,61	03	-32,908,5
04/2015	BELMONT			он		0.0100451972	RI	1.00000	3,221.97	859,94			1,190,52		-330.5
Owner Num	ber : 2008091						-		Owner Total	19,934.24	171.26	0.00	8,246.26	-	11,516.72



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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

CHECK NO .:	000039571
CHECK DATE:	06/28/2018
OWNER:	2008091-1

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Product Cod	ies (PC)	Interest Typ	9e	Tax	Туре	Codes		egend		T	Deduct Codes	(Ded Cd)			-
1 - Oil (bbl) 2 - Gas (mcf 3 - Condens 4 - Plant Pro D - Drip Con Disposition 03 - Sal	ate (bbl) oducts (gal) idensate (bbl) Codes (DC)	WI - Workin RI - Royalty OR - Overri		OF - AV - CN - ES - ES - FB - FE -	Oil an Ad Va Conse Enviro Emerg Oil Ext Federa Enviro	ance Tax d Gas Fee lorem srvation Tax processor Tax processor Tax mental Tax nmental Tax	ġ	PE - Petrole PR - Gross I PV - Privileg RF - Energy RG - Pipelin RS - Olifield UI - Unident	Resource Revolvi e Tax Site Restoration	ng Fund	01 - Compression 03 - Processing 04 - Treating 05 - Transportatio 07 - Fuel 08 - Marketing 09 - Other 10 - Gathering 14 - Property Exp	16 - U 17 - G 18 - G 19 - T 20 - T 21 - P	B Netting nutilized Capa athering Comp ransportation ( ransportation ( rocessing Fuel	oression pression Compre Compre	n Fuel ssion
Property Number		Property Nan	në	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value S	Sev. Tax S	Tax Type Code	Deducts \$	Ded Cd	Net Value S
Sales Date Month/Year		County Name	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value S	Owner Sev. Tax S	State Withholding	Owner Deducts \$		Owner Net Value S
1340179455	CHC DUTTON W	WHL BL 5H		3	2	0,0000731313	1.08	2.68	70,373.23	188,848.5		OF	8,809.84	18	100,421.3
04/2018 1340179455	BELMONT CHC DUTTON W	WHL BL 5H		0H 3	2	0.0000731313 0.0000731313	1000	1.00000	5.15 0.00	13.8	1 0.03 1.877.11	sv	0.00 56,981.45	05	9.
04/2018	BELMONT			OH		0.0000731313			0.00	0.0	0.14		4.17		
1340179455 04/2018	CHC DUTTON W	WHL BL 5H		3 OH	2	0.0000731313			0.00	0.0			20,383.05	10	
1340178455	CHC DUTTON W	WHL BL 5H		3	2	0.0000731313			0.00	0.0			0.00		
04/2018	SELMONT			OH		0.0000731313	RI		0.00	0.0	0				
1340179455	CHC DUTTON W	WHL BL 5H		3 OH	2	0.0000731313			********						
04/2018	BELMONT	WHI BI SH		3	STAN.	0.0000731313		0,48	0.00	0,0 84,347.3		distant strange	55,647,26	03	28,700
04/2018	BELMONT	- electronic de		OH	1	0.0000731313	200	1.00000	114,342.01	6,1			4.07	- 0.5	28,700,0
1340229455	CAPSTONE HOLI	DINGS 2H-9	entre metrinos a terrationidades Cal	3	2	0.0425718408	1.08	2.68	21,783.53	58,456.7	3 116.21	OF	2,727.02	18	31,084.
04/2018	BELMONT			OH		0.0425718408		1.00000	927.36	2,488.6	1 4,96		0.00		1,707.
1340229455	CAPSTONE HOLI	DINGS 2H-9		3 OH	2	0.0425716408			0.00		581.05	sv	17,638.20	05	
1340229455	BELMONT	DINGS 2H-9		3	2	0.0425718408	1		0.00	0.0	24.81		750.89 6,309.43	10	4400440
04/2018	BELMONT			OH		0.0425718408			0.00	0.0	o		0,000,40	10	
1340229455	CAPSTONE HOLI	DINGS 2H-9		3	2	0.0425718408	1.08								2010 C L L L L L L L L L L L L L L L L L L
04/2018	BELMONT			OH		0.0425718408			0.00	0.0	0				
1340229455	CAPSTONE HOLI	DINGS 2H-9		3 OH	2	0.0425718408			0.00						
1340229455	CAPSTONE HOL	DINGS 2H-9	and a warden	-13	240	0.0425718408		0.48	41,454.63	0.0 20,055.9		-	13,231,67	03	6,824.2
04/2018	BELMONT			OH		0,0425718408	RI	1,00000	1,764.80	853.8			563,30		290.5
1340230455	CAPSTONE HOLI	DINGS 3H-9		3	2	0.0100452500	1.08	2.68	42,051,30	112,845,8	8 224.33	OF	5,264.29	18	60,006.6
04/2018	BELMONT CAPSTONE HOLI			OH		0.0100452500		1.00000	422.41	1,133.5			0.00		778.0
04/2018	BELMONT	Dinga sri-s		3 OH	2	0.0100452500	1.000		0.00	0,0	1,121.66	sv	34,049.09 342.03	05	
1340230455	CAPSTONE HOL	DINGS 3H-9		3	2	0.0100452500	1		0,00	0.0	11.27		12,179.83	10	
04/2018	BELMONT			ОН		0.0100452500	RI		0.00	0.0	٥		0.00		
1340230455	CAPSTONE HOLI	DINGS 3H-9		3	2	0.0100462500									
04/2018	BELMONT CAPSTONE HOLI	DINCESHIG		OH 3	2	0.0100452500	1.1		0.00	0,0	0				
04/2018	BELMONT	Dii100 311-3		OH	2	0.0100452500			0.00	0.0				-	
1340230455	CAPSTONE HOL	DINGS 3H-9		3	4	0.0100452500		0,48	85,359.00	41,297.0		100000000000	27,245.26	03	14,051.7
64/2018	BELMONT			он		0.0100452500	19233	1.00000	857.45	414.8	4		273.69		141.1
1340239465	CHC DUTTON W	WHL BL 4H		3	2	0.0000731313		2.68	61,882.65	166,063,8		OF	7,746,93	18	88,305.7
04/2018	BELMONT	WHL BL 4H		0H 3	2	0.0000731313	1	1.00000	4.53	1			0.00	05	8.3
04/2018	BELMONT			OH	-	0.0000731313	1		0.00		1,650,64	sv	50,105.61 3.67	05	
1340239455	CHC DUTTON W	WHL BL 4H		3	2	0.0000731313	1						17,923.82	10	
04/2018	BELMONT			СН		0.0000731313	1		0.00	0.0	٥		0.00		
1340239455 04/2018	CHC DUTTON W	WHL BL 4H		3 OH	2	0.0000731313				1000					
1340239455	BELMONT	WHL BL 4H		3	2	0.0000731313	1		0.00	0.0	U I		37: - T., e		
04/2018	BELMONT			OH		0,0000731313	Contract Contract		0.00	0.0	0				
1340239455	CHC DUTTON W	WHL BL 4H		3	14	0.0000731313	125	0.48	129,319,87		1		41,276,89	03	21,288,
04/2018	BELMONT			OH	新刻	0.0000731313	RI	1,00000	<b>9.4</b> 5	4.5	8		3.02		1,5
Owner Num	ber : 2008091	Company and the second s		1	1		1	1	Owner Total	4,927.5	4 43.60	0.00	1,944.84	1	2,939.1

Ohio Oil & Gas Royalty Lawsuit - Eaton-Cunningnam Class Action Complaint

## Case: 2:19-cv-03412-EAS-CMV Doc #: 21-5 Filed: 08/06/20 Page: 12 of 22 PAGEID #: 281

ASCENT RESO PO BOX 13678 OKLAHOMA CI (405) 252-7600	TY, OK 73		LC								CHECK	DATE:	707.07471		age 1 of 4
day.							L	egend							
Product Codes (PC	3 1	Interest Typ	De	Tax	Туре	Codes					Deduct Codes	(Ded Cd)			
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensate (bbl 4 - Plant Products ( D - Drip Condensat	l) (gal)	WI - Workin RI - Royalty OR - Overri		OF AV CN EN ES	Oil and Ad Val Conse Enviro Emerg	rvation Tax nmental Tax ency School Tax		PE - Petroli PR - Gross PV - Privile RF - Energ RG - Pipeli	y Resource Revolv ne Tax	ing Fund	01 - Compressio 03 - Processing 04 - Treating 05 - Transportati 07 - Fuel 08 - Marketing	16 - L 17 - C Ion 18 - C 19 - T	IIB Netting Jnutilized Capa Sathering Com Sathering Com Fransportation	pression pression Compres	Fuel
<b>Disposition Codes</b>	(DC)				- Oil Ext	raction I Backup Withhold	na	RS - Oilfiel UI - Uniden	d Site Restoration tified Tax		09 - Other		Processing Fue		
03 - Sales	10 - Lea	ise Use	OT - Other	FE-	Enviro	nmental Tax rocessor Tax			Withholding Tax		10 - Gathering 14 - Property Ex	pense			
Property Number	1	Property Nam	ne	DC	PC	Net Revenue Interest	BTU Fact	Price S	Gross	Gross Value S	Sev. Tax S	Tax Type Code	Deducts \$	Ded Cd	Net Value \$

Details follow this page.

Int

Туре

GMI

Owner Volume Owner Gross

Value S

Owner Sev. Tax \$ State Withholding Owner

Deducts S

Owner Net Value S

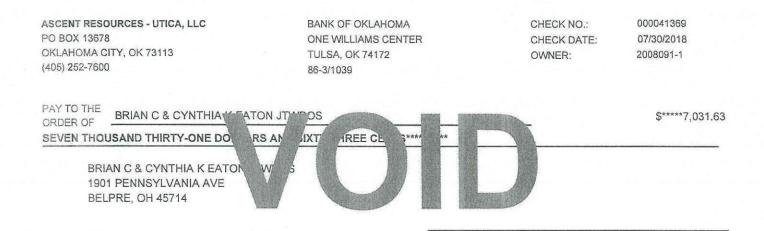
Sales Date

Month/Year

County Name

ST

Disbursement Decimal



Ohio Oil & Gas Royalty Lawsuit - Eaton-Cunningham Class Action Complaint

# Case: 2:19-cv-03412-EAS-CMV Doc #: 21-5 Filed: 08/06/20 Page: 13 of 22 PAGEID #: 282

ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

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CHECK NO.:
CHECK DATE:
OWNER:
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Product Cod	les (PC)	Interest Typ	pe	Tax	Туре	Codes			an er		Deduct Codes (	Ded Cd)			
1 - Oil (bbl) 2 - Gas (mcf 3 - Condensi 4 - Plant Pro D - Drip Con Disposition ( 03 - Sale	ate (bbl) ducts (gal) densate (bbl) Codes (DC)	WI - Workin RI - Royalty OR - Overri		OF - AV - EN - ES - FB - FE -	Oil and Ad Val Conse Enviro Emerg Oil Ext Federa Enviro	ance Tax d Gas Fee lorem invation Tax innental Tax iency School Tax raction al Backup Withholdir inmental Tax rocessor Tax	g	PE - Petrole PR - Gross PV - Privileg RF - Energy RG - Pipelin RS - Oilfield UI - Unident	Resource Revolvi le Tax Site Restoration	ng Fund	01 - Compression 03 - Processing 04 - Treating 05 - Transportatio 07 - Fuel 08 - Marketing 09 - Other 10 - Gathering 14 - Property Exp	16 - U 17 - G 18 - G 19 - T 20 - T 21 - P	IB Netting Inutilized Capar Sathering Comp Pathering Comp ransportation C ransportation C rocessing Fuel	ression ression ompre ompre	n Fuel ession
Property Number		Property Nan	ne	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Grass Volume	Gross Value S	Sev. Tax S	Tax Type Code	Deducts S	Ded Cd	Net Value S
Sales Date: Month/Year		County Nam	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value S	Owner Sev. Tax \$	State Withholding	Owner Deducts S		Owner Net Value S
1340179455 05/2018 1340179455 05/2018	CHC DUTTON BELMONT CHC DUTTON BELMONT			3 OH 3 OH	2	0.0000731313 0.0000731313 0.0000731313 0.0000731313	RI 1.08	2.68 1.00000	74,545.61 5.45 0.00 0.00	200,092.4 14.6 0.0	3 0.03 1,983.46	TO Va	9,334.27 0.00 50,180,98 3,67	18 05	116,537.0 10.7
1340179455 05/2018 1340179455 05/2018	CHC DUTTON			3 OH 3 OH	2	0.0000731313 0.0000731313 0.0000731313 0.0000731313	RI 1.08		0.00	0.0			21,660.07 0.00	10	
1340179455 05/2018	CHC DUTTON		a an	3 OH	2	0.0000731313 0.0000731313			0.00	0.0					
1340179455 05/2018	CHC DUTTON			3 OH	4	0.0000731313 0.0000731313	Manager,	0.62	198,402,80 14.51	102,447.3 7.5	0		59,107,03 4,33	03	43,340,21 3,1
1340229455 05/2018 1340229455 05/2018	CAPSTONE HO BELMONT GAPSTONE HO BELMONT			3 OH 3 OH	2	0.0425718408 0.0425718408 0.0425718408 0.0425718408	RI 1.08	2.68	29,186.81 1,242.53 0.00 0.00	76,342.1 3,335.1 0.0	7 6.63 776.58	OF SV	3,654,64 0,00 19,647,34 635,42	18 05	45,627,6
1340229455 05/2018 1340229455	CAPSTONE HO BELMONT CAPSTONE HO			3 OH 3	2	0.0425718408 0.0425718408 0.0425718408	1.08 RI 1.08		0.00	0.0			8,450.56 0,00	10	
05/2015 1340226455 05/2016	BELMONT CAPSTONE HC BELMONT	LDINGS 2H-9		OH 3 OH	2	0.0425718408 0.0425718408 0.0425718408	1.08		0.00 0.00	0.0 0.0					
1340229455 05/2018 1340230455	CAPSTONE HO BELMONT CAPSTONE HO			3 OH 3	4	0.0425718408	A STREET WAR	0.52	60.311.94 2,567,59	31,142.6 1,325.8	0		17,967.79 764.92	03	13,174.9 560.8
05/2018 1340230455 05/2018	BELMONT CAPSTONE HO			OH 3 OH	2	0.0100452500 0.0100452500 0.0100452500	RI 1.08	2.68	48,403.69 486.23 0.00	129,923.3 1,305.1	1 2.59	OF SV	6,050.90 0.00 32,583.33	18 05	75,669,3
1340230455 05/2018 1340230455	BELMONT CAPSTONE HO BELMONT CAPSTONE HO			3 OH 3	2	0.0100452500 0.0100452500 0.0100452500 0.0100452500	1.08 RI		0.00	0.0			327.31 14,054.24 0,00	10	
05/2018 1340230455 05/2018	BELMONT CAPSTONE HO BELMONT			OH 3 OH	2	0.0100452500 0.0100452500 0.0100452500	RI 1.08		0.00	0.0					
1340230455 05/2018 1340239455	CAPSTONE HO BELMONT CHO DUTTON			3 OH 3	4	0.0100452500 0.0100452500 0.0000731313	Ri 1.08	0.52 1.00000 2.68	106,036,92 1,065,17 66,136,98	54,753.2 550,0 177,522.3	5 1 5 351.95	OF	31,589,91 317,33 8,281,38	03 18	23,163,3 232,6 103,391.8
05/2018 1340239455 05/2018 1340235455	BELMONT CHC DUTTON BELMONT CHC DUTTON			OH 3 OH 3	2	0.0000731313 0.0000731313 0.0000731313 0.0000731313	1.08 RI	1.00000	4.83 0.00 0.00	12.9	1,759.73	sv	0.00 44.520.64 3.26 19.216.84	05	9.5
05/2018 1340239455 05/2018	BELMONT CHC DUTTON BELMONT			OH 3 OH	2	0.0000731313 0.0000731313 0.0000731313	RI 1.08		0.00	0.0			0.00	iu.	
1340239455 05/2018 1340239455	CHC DUTTON BELNONT CHC DUTTON			3 OH 3	2	0,0000731313 0.0000731313 0.0000731313	RI	0.52	0.00	0,0 77,138,3	0		44,505.02	03	32,633,3
05/2018 1340462455 04/2018	BELMONT BLAYNEY N W BELMONT			CH 3 OH	2	0.0000731313 0.0008197920 0.0008197920	1.12	1.00000 2.77 1.00000	10.92 174.35 0.14	5.0 482.5 0.4	0.96	OF	3.26 170.47 0.14	05	2,3 228,7 0,2
1340462465 04/2018 1340463455	BLAYNEY N W BELMONT BLAYNEY N W			3 OH 3	2	0.0008197920 0.0008197920 0.0008197920	RI		0.00	0.0	4.78	sv	77.53 0.00	10	
04/2018	BELMONT			OH		0.0008197920 anty Lawsoni	1		0.00					1	

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ASCÈNT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

CHECK NO.: CHECK DATE: OWNER:

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07/30/2018

2008091-1

Product Cod	des (PC)	Interest Ty	ре	Tax	Туре	Codes		egend		T	Deduct Codes	Ded Cd)							
1 - Oil (bbl) 2 - Gas (mcf 3 - Condens 4 - Plant Pro <u>D</u> - Drip Con Disposition 03 - Sal	ate (bbl) oducts (gal) odensate (bbl) Codes (DC)	WI - Workir RI - Royalty OR - Overn		OF AV EN ES FB FE	Oil an Ad Va Consi Enviro Oil Ex Feder Enviro	ance Tax d Gas Fee lorem invation Tax mmental Tax gency School Tax iraction al Backup Withholdin mmental Tax rocessor Tax	19	PE - Petrolei PR - Gross F PV - Privileg RF - Energy RG - Pipelini RS - Olifield UI - Unidenti	Resource Revolvi a Tax Site Restoration	ng Fund	01 - Compression 33 - Processing 34 - Treating 55 - Transportation 77 - Fuel 38 - Marketing 99 - Other 10 - Gathering 14 - Property Exp	15 - J 16 - U 17 - G 20 18 - G 19 - T 20 - T 21 - P	athering Comp athering Comp ransportation (	tilized Capacity hering Compression hering Compression Fuel neportation Compression neportation Compression cessing Fuel Deducts S Ded Cd Vi Owner Dow Deducts S Ow Deducts S Ow Call Vi Owner Dow Deducts S Call Vi Saz 884.57 D5 S Saz 885					
Property Number		Property Nan	ne	DC	PC	Net Revenue Interest	BTU Fact	Price S	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$		Net Value \$				
Sales Date: Month Year		County Nam	e	ST	-	Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax S	State Withholding			Owner Net Value S				
1340462455	SLAYNEY N W	HL BL 3H		3	2	0.0008197920	1.12		0.00						Value 5				
04/2018 1340462455	BELMONT BLAYNEY N W	HL BL 3H		OH 3	2	0.0008197920	100	2.90	0.00 575,932.01	0.0		OF	532 884.57	05	858 235 6				
05/2018	BELMONT			OH		0.0003197920	RI	1,00000	472.14	1,367,8	1				916.5				
1340452455	BLAYNEY N W	HL BL 3H		3	2	0.0008197920	1.14		0.00		14,075.41	sv	260,576.72	10					
05/2018	BELMONT			OH		0.0008197920	100		0.00	0.0	12.05		0,00						
1340462455	BLAYNEY N W	HL BL 3H		3 OH	2	0.0008197920	1.855.8												
05/2018	BELMONT BLAYNEY N W			I S	2	0.0008197920	1.1.		0.00	0.0									
05/2016	BELMONT	IL BL DIT		OH	2	0.0008197920			0.00										
1340462455	BELMONT	HL BL 3H	20040 AMERICAN	5	3	0.0006197920	and an	63.84	0.00	0,0		OF	Carling and the second	RUMAN					
05/2018	BELMONT	100		OH	Sec.	0.0008197920	RI	1.00000	0.11	6.9		OF			8,442.5				
1848462455	BLAYNEY N W	HL BL 3H		3	3	0.0008197920		1.00000	0.00	0.0	0.02	SV			6,9				
05/2018	BELMONT	時有意思。同時		OH		0.0008197920	RI		0.00	0.0	0.02								
1853254455	BLAYNEY E W	HL BL 5H-A	nonconstruction structure stationaries	3	2	0.0008197920	1.12	2.77	917.30	2,538.6		OF	896,88	05	1,203.66				
04/2018	BELMONT			OH		0.0008197920	RI	1.00000	0.75	2.0	0.00		0.74		1.3				
1553264455	BLAYNEY E W	HL BL 5H-A		3	2	0.0006197920	1.12		0.00		25.17	sv	407.90	10					
04/2018	EELMONT			OH	Constantion	0.0008197920			0.00	0,0	0.02		0,00						
1553264495	BLAYNEY E W	HL BL SH-A		3	2	0.0008197520	1.12												
04/2018	BELMONT			OH		0.0008197920	1000		0.00	0.0									
1553254455	BLAYNEY E W	HL BL 5H-A		3	2	0.0005197920													
04/2018	BELMONT			OH	1	0.0008197920			0.00	0.00	1								
1553264455	BLAYNEY E W	TL BL SP-A		3 OH	2	0.0008197920		2.90	570,053.54	1,651,556.3	1	OF		05	849,475,70				
1553284455	BELMONT BLAYNEY E W			3	2	0.0008197920	1996	1.00000	467.33	1,353.93	1				907.23				
05/2013	BELMONT	IC BL JI PA		OH	2	0.0008197920	10000		0,00		13,931.74	SV	10.000	10					
1553264455	BLAYNEY E W	H BI 5H-A		3	2	0.0008197920	2.2		0.00	0.00	11.92		0.00						
05/2018	BELMONT			OH	1.4	0.0008197920	1.000		0.00	0.00									
1553264455	BLAYNEY E W	HL BL 5H-A		3	2	0.0008197920	incres 1		0.00	0.01	1								
05/2013	BELMONT			он		0.0008197920	Xecoso à		0.00	0.00									
1553264455	BLAYNEY E W	HL BL SH-A	in the second	33	3	0.0008197920	RAME:	63.84	120.34	7,682.6		OF	MARRIE GO S	Esta.	7,635.94				
05/2018	BELMONT			OH	题	0.0008197920	RI	1.00000	0.10	6.30		A State of the second		350	6.20				
1553264455	BLAYNEY E W	HL BL 5H-A		3	3	0,0008197920			0.00		A STATE OF	sv							
05/2018	BELMONT	References and		ОН	國	0,0008197920	237004		0.00	0.0	0,02								
1563265455	BLAYNEY WW	HL BL 1H-A		3	2	0.0008197920	1.12	2.77	934.77	2,585,9	5.13	OF	913.97	05	1,226,57				
04/2018	BELMONT			OH		0.0008197920	1983 A.	1.00000	0.77	2.1	0.00		0.75		1.3				
1553286455	BLAYNEYWW	HL BL 1H-A		3	2	0.0008197920	1		0.00		25.65	SV	415.67	10					
04/2013 1553285455	BLAYNEY WW			OH		0.0008197920	1		0.00	0.0	0.02		0.00						
04/2013	BELMONT	HE DE INA		3 OH	2	0.0003197920													
1553265455	BLAYNEY WW	HL BL 1H-A		3	2	0.0008197920	1.0		0.00	0.0	1								
04/2018	BELMONT			OH	-	0.0008197920			0.00	0.0									
1653266455	BLAYNEY WW	HL BL 1H-A		3	2	0.0008197920		2.90	593,629,32	1,719,859.9	1	OF	549,259,12	05	294 607 6				
05/2018	BELMONT			он	-	0.0008197920	1	1.00000	486.65	1,409.9	1	or	450.28	00	884,607.58				
1553265455	BLAYNEY WW	HL BL 1H-A		3	2	0.0008197920	Sec. 2		0.00	11100101	14,507.92	sv	268,583.76	10	044.73				
05/2016	BELMONT			OH	apresisant.	0.0008197920			0.00	0.0			0.00						
1553265455	BLAYNEY WW	HL BL 1H-A		3	2	0.0008197920	1000 m					L							
05/2018	BELMONT			ОН	-	0.0008197920	RI		0.00	0.00									
1553265455	BLAYNEYWW	HL BL 1H-A		3	2	0.0008197920	1.14												
05/2018	BELMONT			OH		0.0008197920	RI		0.00	0.0									
1553265455	CLAYNEY WW	HL BL 1H-A		3-3-	3	0.0006197920	類認識	63,84	120.34	7,682,6	23.33	OF	NAMES IN	iden i	7,635.9				
05/2018	BELMONT			ОН	ALC: NO	0.0008197920	RI	1.00000	0.10	6,3	0.02				6.2				
1553265455	BLAYNEY W W	HL BL 1H-A		3	3	0.0008197920			0.00			sv		and the					
05/2018	BELMONT	STATES -		OH		0.0006197920	RI		0.00	0.0	0.02		1992	200					

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ASCÉNT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

CHECK NO.: CHECK DATE: OWNER: 000041369 07/30/2018 2008091-1

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Product Codes (Pl	C) []	nterest Typ	96	Tax	Туре (	Codes	L	egend		1	Deduct Codes	(Ded Cd)			
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensate (bt 4 - Plant Products D - Drip Condensa Disposition Codes 03 - Sales	ol) (gal) te (bbl)	M - Working RI - Royalty OR - Overric	g Interest	SV - OF - AV - EN - ES - FB - FE -	Several Oil and Ad Valc Conser Environ Emerge Oil Extr Federal Environ	nce Tax Gas Fee irem vation Tax mental Tax incy School Tax	ng	PE - Petrol PR - Gross PV - Privile RF - Energ RG - Pipelli RS - Olifiel UI - Uniden	y Resource Revolv ne Tax d Site Restoration	ing Fund	01 - Compression 03 - Processing 04 - Treating 05 - Transportation 07 - Fuel 08 - Marketing 09 - Other 10 - Gathering 14 - Property Exp	n 15 - Jl 16 - U 17 - G on 18 - G 19 - Ti 20 - Ti 21 - P	B Netting nutilized Capa athering Comp athering Comp ransportation ( ransportation ( rocessing Fuel	pression pression l Compress Compress	sion
Property Number		Property Nam	e	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts S	Ded Cd	Net Value S
Salas Date: Monin/Year		County Name	1	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value 5	Owner Sev. Tax S	State Withholding	Owner Deducts \$		Owner Net Value S
wner Number : 2	008091			-					Owner Total	10,712.7	75 99.46	0.00	3,581,66		7,031

## Case: 2:19-cv-03412-EAS-CMV Doc #: 21-5 Filed: 08/06/20 Page: 16 of 22 PAGEID #: 285

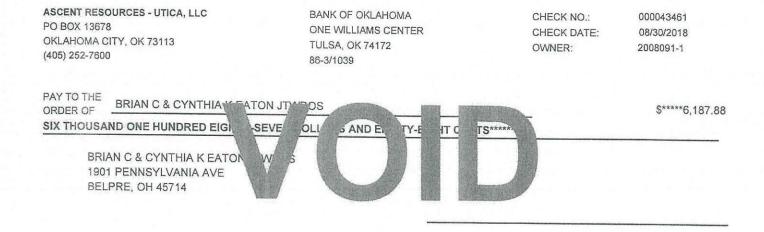
ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

CHECK NO.: 000043461 CHECK DATE: 08/30/2018 OWNER: 2006091-1

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				and the			L	egend					and a second		
Product Codes (P	C)	Interest Typ	ie .	Tax	Type	Codes					Deduct Codes	(Ded Cd)			
4 - Plant Products	- Gas (mcf) RI - Royalty Inte - Condensate (bbl) OR - Overriding - Plant Products (gal) - Drip Condensate (bbl) sposition Codes (DC)		Interest	OF AV CN EN ES	Oil and Ad Val Conse Enviro Emerg	rvation Tax nmental Tax ency School Tax		PE - Petrole PR - Gross PV - Privileg RF - Energy RG - Pipelin	Resource Revo e Tax	Iving Fund	01 - Compressio 03 - Processing 04 - Treating 05 - Transportati 07 - Fuel 08 - Marketing	n 15 - J 16 - L 17 - G on 18 - G 19 - T	IB Netting Inutilized Capa Sathering Comp Sathering Comp ransportation (	pression pression Compres	Fuel
Disposition Codes	position Codes (DC)					raction I Backup Withhold		RS - Oilfield UI - Unident	Site Restoration		09 - Other		ransportation ( rocessing Fue		ssion Fuel
03 - Sales			OT - Other	FE-	Environ	nmental Tax rocessor Tax			Mithholding Tax		10 - Gathering 14 - Property Exp		recounting r de		
Property Number			2	20	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value S	Sev. Tax \$	Tax Type Code	Deducts S	Ded Cd	Net Value S
Sales Date: Month/Year		County Name		ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value S	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Ne Value S

Details follow this page.



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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

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CHECK NO.:
CHECK DATE:
OWNER:
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Product Cod	les (PC)	Interest Typ	pe	Tax	Туре	Codes		egend			Deduct Codes	(Ded Cd)			
1 - Oil (bbl) 2 - Gas (mcf 3 - Condensi 4 - Plant Pro D - Drip Con Disposition 03 - Sale	ate (bbl) ducts (gal) dansate (bbl) Codes (DC)	WI - Workin RI - Royalty OR - Overri		OF AV CN EN ES EX FB FE	Oll and Ad Val Conse Enviro Emerg Oll Ext Federa	rvation Tax nmental Tax jency School Tax	ŋg	PE - Petrole PR - Gross I PV - Privileg RF - Energy RG - Pipelin RS - Oilfield UI - Unidenti	Resource Revolvi e Tax Site Restoration	0 0 0 0 0 0 0 0 0 0 0 0 0	1 - Compression 3 - Processing 4 - Treating 5 - Transportation 7 - Fuel 8 - Marketing 9 - Other 0 - Gathering 4 - Property Exp	n 15 - J 16 - U 17 - G on 18 - G 19 - T 20 - T 21 - P	B Netting nutilized Capa athering Comp ransportation ( ransportation ( rocessing Fuel	oression pression Compres Compres	n Fuel ssion
Property Number		Property Nan	ne	DC	PC	Net Revenue Interest	BTU Fact	Price S	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts S	Ded Cd	Net Value S
Sales Date: Month/Year		County Name	e	ST	1	Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value S	Owner Sev, Tax S	State Withholding	Owner Deducts \$		Owner Net
1340179455	CHC DUTTON W	WHL BL 5H		3	2	0.0000731313		2.86	69,424.50	198,251.40	1	OF	8,668.62	18	Value \$ 113,465.16
06/2018 1340179455	BELMONT CHC DUTTON W	WHL BL 5H		OH 3	2	0.0000731313 0.0000731313	1.09	1.00000	5.08 0.00	14.50	0.03 1.814.52	sv	0.00 54,028.80	05	10.35
06/2018 1340179465	BELMONT CHC DUTTON W	WHL BL 5H	8	OH 3	2	0.0000731313			0,00	0,00	0.13		3,95 19,911,40	10	
06/2018	BELMONT			ОН		0.0000731313	1.1.1.1		0.00	0.00			0.00	10	
1340179455 06/2018	CHC DUTTON W	WHL BL 5H		3 0H	2	0,0000731313	10000000								
1340179455	CHC OUTTON W	WHL BL 5H		3	2	0.0000731313			0,00	0.00					
06/2018	BELMONT			он		0.0000731313	1.		0,00	0.00					
1340179455	CHC DUTTON W	WHIL BL 5H		3 OH	4	0.0000731313		0.58	157,068.99	90,697,80			54,137,88	03	36,559,92
1340229455	BELMONT CAPSTONE HOL	DINGS 2H-9		3	2	0.0000731313 0.0425718408	1102.22	1.00000	11.48 24,635.68	6.63 70,350.66	128.78	OF	3.96 3.076.11	18	2.67
06/2018	BELMONT	·		он		0.0425718408	1	1.00000	1,048.78	2,994,96	5.50	UP	0.00	10	40,263.77
1340229455	CAPSTONE HOL	DINGS 2H-9		3	2	0.0425718408			0.00		643.89	sv	19,172,43	05	-11.2413
06/2018 1340229455	BELMONT CAPSTONE HOL	DINCESH		ОН		0.0425718408			0.00	0.00	27.49		816.21		
06/2018	BELMONT	DING5 20-9		3 OH	2	0.0425718408			0.00	0.00			7.065.68	10	
1340229455	CAPSTONE HOL	DINGS 2H-9		3	2	0.0425718408	0.000		0.00	0.00		· · · · · · ·	0.00		
06/2018	BELMONT			ОН		0.0425718408			0,00	0,00					
1340229455 05/2018	CAPSTONE HOL	DINGS 2H-9		3 OH	2	0.0425715408									
1340229455	BELMONT CAPSTONE HOL	DINGS 2H-9	IN MARY MEDICAL DAMAGE	3	180233	0.0425718408	RI	0.58	0.00 42,165.54	0.00 24,348.04	MILLION MILLION	albierteestelete	14,533.44	in source	
06/2018	BELMONT			OH		0.0425718408	RI	1,00000	1,795.07	1,036,53			618,72	03	9,814.60 417.81
1340230455	CAPSTONE HOL	DINGS 3H-9	overse over states in a special	3	2	0.0100452500	1.09	2.86	33,157.41	94,685,63	173.32	OF	4,140.16	18	54,191.41
06/2018	BELMONT			OH-		0.0100452500		1.00000	333.07	951.14	1.74		0.00		681.48
1340230455 06/2018	CAPSTONE HOL	DINGS 3H-9		3 OH	2	0.0100452500			0.00		866.62	SV	25,804.36	05	
1340230455	CAPSTONE HOL	DINGS 3H-9		3	2	0.0100452500	1972 - I		0.00	0.00	8.71		259.21 9,509.76	10	
06/2018	BELMONT			OH		0.0100452500	RI		0,00	0.00			0,00		
1340230455	CAPSTONE HOL	DINGS 3H-9		3	2	0.0100452500	C. CAUS								
06/2018 1340230455	BELMONT CAPSTONE HOL	DINGS 1H-9		OH 3	2	0.0100452500			0.00	0.00					
06/2018	BELMONT	DATE CONTR		OH	-	0.0100452500	10000		0.00	0.00					
1340230455	CAPSTONE HOL	DINGS 3H-9		3	243	0.0100452500		0,58	61,029.24	35,240,68	<b>BRIGHERD</b>	<b>FERMINES</b>	21,035.30	03	14,205,38
06/2018 1340239455	BELMONT			OH	题题	0.0100452500	AND REAL	1,00000	613.06	354,00			211,30	S.C.S.	142.70
06/2018	CHC DUTTON W	WILL DL 4H		OH	2	0.0000731313		2.86	61,403.84 4,49	175,347.28	320.98	OF	7,667,12	18	100,356.47
1340239455	CHC DUTTON W	WHL BL 4H		3	2	0.0000731313		1.00000	0.00	12,83	0.02	sv	0.00	05	9,19
05/2018	BELMONT			он		0.0000731313	RI		0.00	D.00	0.12		3.50		
1340239456 06/2018	CHC DUTTON W	WHL BL 4H		3 0H	2	0.0000731313							17,611.02	10	
1340239455	BELMONT CHC DUTTON W	WHL BL 4H		3	2	0.0000731313			0.00	0.00			0.00		
06/2018	BELMONT			OH		0.0000731313		· ·	0,00	0.00				[]	
1340239455	CHC DUTTON W	WHL BL 4H		3	2	0.0000731313	1.09								
06/2018	BELMONT		INTERNET	OH	12.00	0,0000731313	And and Address	Parme	0,00	0.00	and the second second	minimizer	9400.8070.6070 c.		
1340239455 06/2018	CHC DUTTON W	WAL BL 4H		3 OH	4	0.0000731313		0.58	116,231.71	67,116.76		S AND S	40,062.26	03	27,054,50
1340462455	BLAYNEY N WHI	BL 3H	AREA STATEMENTS	3	2	0.0008197920		1,00000	8.50 547,960.20	4.90	2,693.60	OF	2.93 523,221.80	05	1.97 834,809,58
06/2018	BELMONT			ОН		0.0008197920		1.00000	449.21	1,331.49	2,000,00		428.93		888.72
1340462455	BLAYNEY N WHI	L BL 3H		3	2	0.0005197920			0.00		13,467.98	sv	249,991.79	10	
06/2018 1340462455	BELMONT BLAYNEY N WHI	81 34		OH		0.0003197920			0.00	0.00	11.53	<u>-</u>	0.00		
05/2018	BELMONT			OH	2	0.0008197920 0.0008197920			0.00	0.00					

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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

CHECK NO.: CHECK DATE: OWNER: 000043461 08/30/2018 2008091-1

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Product Cod	les (PC)	Interest Typ	pe	Tax	Туре	Codes	I	egend		1	Deduct Codes	Ded Cell	and the second secon		
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condense 4 - Plant Proi D - Drip Coni Disposition ( 03 - Sale	ate (bbl) ducts (gal) densate (bbl) Codes (DC)	WI - Workin RI - Royalty	ig Interest	SV - OF - AV - EN - ES - FB - FE -	- Severa Oil and - Ad Val - Conse - Enviro - Emerg - Oil Ext Federa Enviro	ance Tax d Gas Fee lorem rvation Tax nmental Tax ency School Tax	19	PE - Petrol PR - Gross PV - Privile RF - Energ RG - Pipeli RS - Olifiel UI - Unider	y Resource Revolvi ne Tax d Site Restoration	ng Fund	01 - Compression 03 - Processing 04 - Treating 05 - Transportation 07 - Fuel 08 - Marketing 09 - Other 10 - Gathering 14 - Property Exp	n 15 - Ji 16 - U 17 - G 0n 18 - G 19 - T 20 - T 21 - P	B Natting nutilized Capa lathering Comj ransportation ( ransportation ( rocessing Fue	pression pression Compre Compre	n Fuel ssion
Property Number		Property Nan	ne	DC	PC	Net Revenue Interest	BTU Fact	Price S	Prop Gross Volume	Gross Value S	Sev. Tax S	Tax Type Code	Deducts S	Ded Cd	Net Value S
Sales Date: Month/Year		County Nam	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts S		Owner Net Value S
1340462455 05/2018 1340462455 05/2018 1340462455 05/2018 1553264455 05/2018	BLAYNEY N WHL BELMONT BLAYNEY N WHL BELMONT BLAYNEY N WHL BELMONT BLAYNEY E WHL BELMONT	BL 3H BL 3H		3 OH 3 OH 3 OH 3 OH	2 3 3 2	0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920	RI RI RI 1.15	61.22 1.00000 2.96	0.00 0.00 64.38 0.05 0.00 550,297.31	0.0 3.941.5 3.2 0.0 1.631.112.0	2 12.00 8 0.01 1 0.01 8 2.705.08	OF SV OF	525,453.40	05	3,917,5 3,2 838,370,1
1553264455 06/2018 1553264455 06/2018 1553264455 06/2018 1553264455	BLAYNEY E WHL SELMONT BLAYNEY E WHL BELMONT BLAYNEY E WHL BELMONT BLAYNEY E WHL	BL 5H-A BL 5H-A		3 0H 3 0H 3 0H 3 0H	2 2 2	0.0003197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920	1.15 RI 1.15 RI 1.15	1.00000	451.13 0.00 0.00 0.00 0.00 0.00 62.33	1,337,1 0,00 0.00 0.00 3,816,5	13,525.42 11,58	sv	430.76 251,058.03 0.00	10	892.5
05/2018 1553254465 05/2018	BELMONT BLAYNEY E WHL BELMONT BLAYNEY W WHI	BL 5H-A		0H 3 0H 3	3	0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920	RI	01.23 1,00000 2.96	62.33 0.05 0.00 0.00 607,481,46	3,816,5, 3,1; 0,0( 1,800,609,1	0.01	OF SV OF	580,055.90	05	3,793,0 3,1 925,489,3
06/2018 1553265455 06/2018 1553265455 06/2018 1553265455 06/2018	BELMONT BLAYNEY W WHI BELMONT BELMONT BLAYNEY W WHI BELMONT	. BL 1H-A		OH 3 OH 3 OH 3 OH	2	0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0009197920 0.0008197920	1.15 RI 1.15 RI 1.15	1.0000C	498.01 0.00 0.00 0.00	1,476,11 0.00 0.00	14,930.92 12.78	sv	475.53 277,146.73 0.00	10	985.2
05/2018	BLAYNEY W WHI BELMONT BLAYNEY W WHI BELMONT			3 OH 3 OH	3 3	0.0008197920 0.0008197920 0.0008197920 0.0008197920		61.22 1.00000	62.33 0,05 0.00 0.00	3,815.12 3.15 0,00	0.01	OF SV			3,791.40 3,1
Owner Numb	er : 2008091								Owner Total	9,529.7	3 36.83	<u></u>	3,255.00		6,187.88

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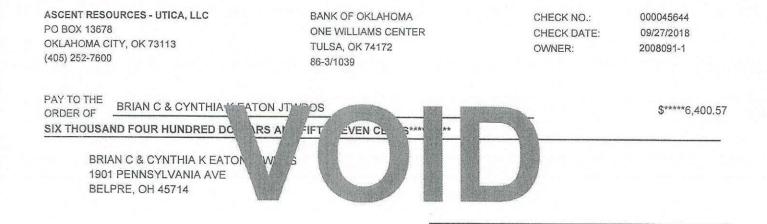
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	Legend
	Page 1 of 3
OKLAHOMA CITY, OK 73113 (405) 252-7600	OWNER: 2008091-1
PO BOX 13678	CHECK DATE: 09/27/2018
ASCENT RESOURCES - UTICA, LLC	CHECK NO.: 000045644

Product Codes (P	C)	Interest Ty	ре	Tax	Туре	Codes					Deduct Codes	(Ded Cd)			
D - Drip Condensa	Gas (mcf) RI - Royalty Interest Condensate (bbl) OR - Overriding Royalty Plant Producis (gal) Drip Condensate (bbl) position Codes (DC)			OF AV CN EN ES	Oil and Ad Val Conse Enviro Emerg Oil Ext	rvation Tax nmental Tax ency School Tax		PE - Petrol PR - Gross PV - Privile RF - Energ RG - Pipeli	y Resource Revol ne Tax I Site Restoration	ving Fund	01 - Compressio 03 - Processing 04 - Treating 05 - Transportati 07 - Fuel 08 - Marketing 09 - Other	16 - U 17 - C on 18 - C 19 - T 20 - T	IB Netting Jnutilized Capa Sathering Com Sathering Com Transportation ( Transportation ( Processing Fue	pression pression Compres Compres	Fuel
03 - Sales			OT - Other	FE -	Environ	nmental Tax rocessor Tax			Withholding Tax		10 - Gathering 14 - Property Exp	pense			
Property Number		Property Nan	ne	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year		County Nam	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value S	Owner Sev. Tax S	State Withholding	Owner Deducts \$		Owner Ne Value \$

Details follow this page.



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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

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CHECK NO.:
CHECK DATE:
OWNER:
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Product Cod	les (PC)	Interest Typ	oe	Tax	Туре	Codes		egend		1	Deduct Codes (	Ded Cd)			
1 - Oil (bbl) 2 - Gas (mof 3 - Condense 4 - Plant Pro	ate (bbl) ducts (gal)	WI - Workin RI - Royalty OR - Overri		SV OF AV CN EN	- Severa - Oil and - Ad Val - Conse - Enviro	ance Tax d Gas Fee lorem rvation Tax nmental Tax		PE - Petrole PR - Gross PV - Privile RF - Energy	Resource Revolvi		1 - Compression 3 - Processing 4 - Treating 5 - Transportation 7 - Fuel	n 15 - Ji 16 - U 17 - G 2n 18 - G	B Netting nutilized Capa athering Comp athering Comp ransportation (	pression	n Fuel
and the second	densate (bbl)				- Emerg	ency School Tax raction		RG - Pipelir RS - Olifield	ne Tax I Site Restoration	C	8 - Marketing	20 - T	ransportation (	Compre	
Disposition (		Т		FB -	Federa	I Backup Withholdir nmental Tax	g	UI - Unident			9 - Other 0 - Gathering	21 - P	rocessing Fuel		
03 - Sale	es 10 - I	Lease Use	OT - Other			rocessor Tax		VIII - Otale	Thin initially Lax	1	4 - Property Exp	ense			
Property Number		Property Nan	ne	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax S	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year		County Name	B	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax S	State Withholding	Owner Deducts S		Owner Net Value S
1340179455	CHC DUTTON W	WHL BL 5H		3	2	0.0000731313	1.08	3.09	66,294,95	204,914.79	356.89	OF	8,699.71	18	107,079.6
07/2018	BELMONT			OH		0.0000731313	RI	1.00000	4.85	14.98			0.00		9.9
1340179455 07/2018	CHC DUTTON W	WHL BL 5H		3 OH	2	0.0000731313			0.00		1,784.45	sv	67,368.19	05	
1340179455	CHC DUTTON W	WHL BL 5H		3	2	0.0000731313	0.02		0,00	0,00	0.13		4.92	10	
07/2018	BELMONT			OH	-	0.0000731313			0.00	0.00			19,625.87	10	
1340179455	CHC DUTTON W	WHL BL 5H		3	2	0,0000731313	Second States						0.00	0.0	
07/2018	BELMONT			OH		0.0000731313	RI		0.00	0,00					
1340179455	CHC DUTTON W	WHL BL 5H		3	2	0.0000731313	CLV								
07/2018	BELMONT	a contraction was not	Nation of the second second second	ОН	Lanna I	0.0000731313	RI		0.00	0.00					a section of the
1340179455	CHC DUTTON W	WHL BL 5H		3	4	0.0000731313		0,51	193,565.07	99,624,74			55,215,19	03	44,409.5
07/2018 1340229455	BELMONT CAPSTONE HOL	DINCEDHO		CH	1999	0.0000731313	Marine Par	1.00000	14.15	7.23			4.04		3.2
07/2018	BELMONT	UING6 20-9		3 OH	2	0.0425718408	12012	3.09	18,550,63 789,74	57,339.19	99,85	OF	2,434.35	18	29,963,0
1340229455	CAPSTONE HOL	DINGS 2H-9		3	2	0.0425718408		1.00000	0.00	2,441.04	4.26 499.32	sv	0.00	05	1,612.9
07/2018	BELMONT			OH		0.0425718408	1023104		0.00	0.00	21.32	57	802.52	05	
1340229455	CAPSTONE HOL	DINGS 2H-9		3	2	0.0425718408	1		0.00	0.00	21.02		5,491.70	10	
07/2018	BELMONT			OH		0.0425718408			0.00	0.00			0.00	10	
1340229455	CAPSTONE HOL	DINGS 2H-9		3	2	0.0425718408	1.08								
07/2018	BELMONT			OH		0.0425718408	RI		0.00	0.00					
1340229455	CAPSTONE HOLI	DINGS 2H-9		3	2	0.0425718408	1.08						아님들 백		
07/2018	BELMONT	· · · · · · · · · · · · · · · · · · ·		OH		0.0425718408	RI		0.00	0.00					
1340229455	CAPSTONE HOLI	DINGS 2H-9		3	4	0.0425718408	C. State	0,51	42,484.42	21,866.03	No. States		12,118.85	03	9,747.11
07/2018	BELMONT			он	25125	0,0425718408	220, C 1423	1,00000	1,808,63	930,87			515,92		414.9
1340230455 07/2018	CAPSTONE HOLI	DINGS 3H-9		3 OH	2	0.0100452500	1.08	3.09	32,833.18	101,485.93	176.75	OF	4,308.61	18	53,032.20
1340230455	CAPSTONE HOLI	DINGS 3H-9		3	2	0.0100452500	CLOSE 1	1.00000	329.82	1,019.45	1.78 663.77	sv	0.00		673.6
07/2018	BELMONT			OH	-	0.0100452500			0.00	0.00	8.88	SV	33,364.71 335.16	05	
1340230455	CAPSTONE HOLI	DINGS 3H-9		3	2	0.0100452500			0.00	0.00	0.00		9,719,89	10	
07/2018	BELMONT			ОН		0.0100452500	RI		0.00	0.00			0.00		
1340230455	CAPSTONE HOLI	DINGS 3H-9		3	2	0.0100452500	1.08								
07/2018	BELMONT			OH		0.0100452500	RI		0.00	0.00					
1340230455	CAPSTONE HOLI	DINGS 3H-9		3	2	0.0100452500									
the matter of the second	BELMONT	. Artesteriore	Nativet Janua and a risk ran-	OH		0.0100452500	RI		0.00	0.00					
	CAPSTONE HOLI	DINGS 3H-9		3	4	0.0100452500		0.51	79,313,15	40,821,17			22,624.38	03	18,196,71
07/2018 1340239455	BELMONT CHC DUTTON W	WHI BI AH		OH 3	2	0.0100452500	SPI VINE	1.00000	796.72	410.06			227.27	的思想	182,7
07/2018	BELMONT			OH	1	0.0000731313		3.09	58,514.64	180,866,20	1	OF	7,678,72	18	94,512.9
1340239455	CHC DUTTON W	WHL BL 4H		3	2	0.0000731313		1.00000	4.28	13.22	0.02	sv	0.00 59,461,93	05	8.74
07/2018	BELMONT			OH		0.0000731313	1.1.1.1		0.00	0.00		av	4.35	Ja	
1340239455	CHC DUTTON W	WHL BL 4H		3	2	0.0000731313	- Second						17,322.60	10	
07/2018	BELMONT			ОН		0.0000731313	RI		0.00	0.00			0.00		
1340239455	CHC DUTTON W	WHL BL 4H		3	2	0.0000731313	1.08								
07/2018	BELMONT			ОН		0.0000731313	RI		0,00	0.00					
1340239455	CHC DUTTON W	WHL BL 4H		3	2	0.0000731313									
07/2018	BELMONT	MARK DO	Construction of the second	OH	an	0.0000731313	RI	CHERRISTON	0.00	0.00			industrial grander of		
1340239455 07/2018	CHC DUTTON W	WITE BE 4H		3 OH	4	0.0000731313	DI	0.51	145,770.16	75,025,49	State State	Part Star	41,581.51	03	33,443,98
1340462455	BELMONT BLAYNEY N WHL	BL 3H		3	2	0.0000731313	CAUGHT CAUSE	1.00000	10.66	5.48		ELANGBAN	3.04	10.9%	2,4-
07/2018	BELMONT			OH		0.0008197920		3.10	605,846.98	1,878,220.20	1	OF	557,258.80	05	1,026,192.30
1340462455	BLAYNEY N WHL	. BL 3H		3	2	0.0008197920	C.S	1.00000	496.67	1,539.75	2.56 14,932.53	sv	456.84 276,850,06	10	1,067.5
07/2018	BELMONT			OH		0.0008197920			0.00	0.00		av	276,850,06	10	
1340462455	BLAYNEY N WHL	. BL 3H		3	2	0.0008197920	1.1		0.00	0,00	16.10		0.00		
	1			OH	1	0.0008197920			0.00	0.00					

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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

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OWNER:	2

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Product Cod	es (PC)	Interest Ty	pe	Тах	Туре	Codes		_egend		1	Deduct Codes	(Ded Gd)	an marana an		
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condense 4 - Plant Prot D - Drip Cond Disposition C 03 - Sale	ate (bbl) ducts (gal) densate (bbl) Codes (DC)	W - Workin RI - Royalty OR - Overn		OF AV CN ES ES FB FE	Oil and Ad Val Conse Enviro Emerg Oil Ext Federa Enviro	ervation Tax nmental Tax ency School Tax	ng	PE - Petroli PR - Gross PV - Privile RF - Energy RG - Pipeli RS - Oilfield UI - Uniden	y Resource Revolvi ne Tax d Site Restoration	ng Fund	01 - Compression 03 - Processing 04 - Treating 05 - Transportatil 07 - Fuel 08 - Marketing 09 - Other 10 - Gathering 14 - Property Exp	n 15-Jl 16-U 17-G 50 18-G 19-Ti 20-Ti 21-P	B Netting nutilized Capa athering Comp ransportation ( ransportation ( rocessing Fue	pression pression Compre Compre	n Fuel ssion
Property Number		Property Nar	ne	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded	Net Value 5
Sales Date: Month/Year		County Nam	ė	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value S	Owner Sev, Tax S	State Withholding	Owner Deducts \$		Owner Net Value S
07/2018 1340462455	BLAYNEY N W BELMONT BLAYNEY N W BELMONT BLAYNEY N W BELMONT BLAYNEY E W	IL BL 3H IL BL 3H		3 OH 3 OH 3 OH 3	2 3 3 2	0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920	RI RI	64.87 1.00000 3.10	0.00 0.00 124.40 0.10 0.00 0.00 624,585.23	0.0 8,059,4 6.8 0.0 1,936,311.7	8 3.22 2 0.00 0 0.00	OF SV OF	574,494.27	05	8,063.0 5.6 1.057.931.4
07/2018 1553264455 07/2018 1553264455 07/2018 1553264455 07/2018 1553264455 07/2018	BELMONT BLAYNEY E W- BELMONT BLAYNEY E W- BELMONT BLAYNEY E W- BELMONT BLAYNEY E W-	L BL 5H-A L BL 5H-A		ОН 3 0Н 3 0Н 3 0Н	2 2 2	0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920	1.15 RI 1.15 RI 1.15	1,0000C	512.03 0.00 0.00 0.00	1,587,3 0.0 0.0 0.0	7 2.64 15,394.38 0 13.18 0	sv	470.97 285,412.76 0.00	10	1,100.5
07/2018 1553254455	BELMONT BELMONT BELMONT BELMONT BLAYNEY W W	L BL 5H-A		3 OH 3 OH 3	3 3 2	0.0008197920 0.0008197920 0.0008197920 0.0008197920 0.0008197920	RI	64.67 1.00000 3,10	123.23 0.10 0.00 0.00 739,854.04	7,993.4 6.5 0.0 2,293,662,9	5 0.00 0 0.00	OF SV OF	680 518.65	05	7,986.1 6.5 1,253,175,3
1553265455 07/2018 1553265455 07/2018 1553265455	BELMONT BLAYNEY W W BELMONT BLAYNEY W W BELMONT BLAYNEY W W	IL BL 1H-A		ОН 3 0Н 3 0Н 3 0Н	2 2 2	0.0008197920 0.0008197920 0.0008197520 0.0008197920 0.0008197920 0.0008197920	1.15 RI 1.15 RI 1.15	1.00000	606.53 0.00 0.00 0.00	1,880.3 0.0 0.0	3 3.12 18,235.45 0 15.61	sv	557.88 338,086.41 0.00	10	1,303.7
1553265455 07/2018 1553265455	BELMONT BLAYNEY W W BELMONT BLAYNEY W W BELMONT			3 OH 3 OH	3	0.0008197920 0.0008197920 0.0005197920 0.0005197920 0.0008197920	RI	64.87 1.00000	0.00 129.76 0.11 0.00 0.00	0.0 8,417.4 6,9 0.0	4 4.05 0 0.00	OF			8,409,3 6.9
Owner Numb	er : 2008091								Owner Totai	9,869.9	0 86.42	0,00	3,382.91		6,400.57

#### Case: 2:19-cv-03412-EAS-CMV Doc #: 21-5 Filed: 08/06/20 Page: 22 of 22 PAGEID #: 291

ASCENT RESC PO BOX 13678 OKLAHOMA C (405) 252-7600	ITY, OK 73113	A, L	LC								CHECK CHECK OWNE	CDATE:	0.02.0	47941 /2018 )91-1	9	
(403) 232-7000														P	age 1 of 3	
E						and the second se	1	Legend	and a second							1
Product Codes (P	C) Inter	st Ty	pe	Tax	с Туре	Codes					Deduct Codes	(Ded Cd)				1
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensate (bl 4 - Plant Products D - Drip Condensa	ol) OR - (gal)	oyalty	ig Interest Interest ding Royalty	OF AV CN EN ES	- Oil an - Ad Va - Conse - Enviro - Emerg	ervation Tax onmental Tax jency School Tax		PE - Petrol PR - Gross PV - Privile RF - Energ RG - Pipel	ly Resource Revolu ne Tax	ing Fund	01 - Compressio 03 - Processing 04 - Treating 05 - Transportat 07 - Fuel 08 - Marketing	16 - L 17 - C ion 18 - C 19 - T	IIB Netting Jnutilized Cap Sathering Com Sathering Com Fransportation	pression pression Compres	Fuel	
Disposition Codes	(DC)			10000		traction al Backup Withhold	na	RS - Oilfiel UI - Unider	d Site Restoration		09 - Other		Processing Fue		dion i dei	
03 - Sales	10 - Lease U	e	OT - Other	FE	- Enviro	nmental Tax Processor Tax	-		Withholding Tax		10 - Gathering 14 - Property Ex	pense				
Property Number	Prope	ty Nam	ie	DC	PC	Net Revenue Interest	BTU Fact	Price S	Gross Volume	Gross Value S	Sev. Tax \$	Tax Type Code	Deducts S	Ded Cd	Net Value S	

Details follow this page.

Int

Туре

GMI

Disbursement

Decimal

ST

County Name

Sales Date:

Month/Year

Owner

Volume

Owner Sev.

TaxS

Owner Gross

Value S

State

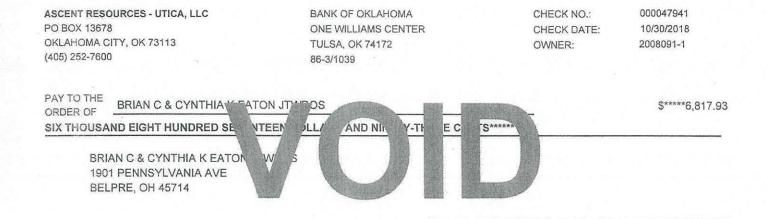
Withholding

Owner

Deducts S

Owner Net

Value S



#### AFFIDAVIT OF ROBERT N. HART

6

I, Robert N. Hart, make the following statements, under the penalty of perjury, which are true and correct to the best of my knowledge;

- 1. I am above the age of eighteen and possess the mental capabilities to testify in a court of law.
- 2. I am a petroleum engineer and oil and gas consultant with offices in Charleston, West Virginia.
- 3. I hold a bachelor's degree in Petroleum Engineering from West Virginia University. (I have attached my résumé to this affidavit.)
- I am also a certified minerals appraiser IIMA 1999-5. 4.
- I have substantial experience in the oil and gas industry, including my current position 5. as co-owner and principal consultant of HartPetro Global, LLC, in which I provide consulting services in the areas of reservoir engineering, underground gas storage, fair market value appraising, production operations, lease negotiations, reserves projections, royalty audits, and acquisitions and divestitures.
- 6. My experience and expertise in the oil and gas industry includes the analyses of royalty payment statements, and calculation of royalties.
- 7. As requested, I have reviewed certain of the Brian and Cynthia Eaton's monthly landowner royalty statements.
- 8. Based on my initial cursory review, my opinion is that certain natural gas postproduction expenses appear to be very high and provide reason to investigate further whether they are proper.
- 9. A definitive conclusion must be based on my additional review of all relevant facts which will enable me to determine whether certain deducted amounts result in a reduced royalty payment being paid to the mineral interest owners.

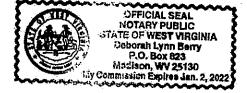
Further affiant saith naught.

Robert N. Hart

Taken, subscribed, and sworn before me on April 26

My commission expires on

an.



Notary Public

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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600



CHECK DATE: OWNER: 03/30/2016

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						1	.egend	19. yu ya 1				in the second second		BIT
Product Cod 1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensa 4 - Plant Proc D - Drip Cond Disposition ( 03 - Sale	ate (bbl) ducts (gal) densate (bbl) Codes (DC)	Interest Type WI - Working Interest RI - Royalty Interest OR - Overriding Royalty ease Use OT - Othe	SV - CF - AV - CN - ES - ES - FB - FE -	Sevenu XI and Oonser Environ Environ Environ Cedaral Environ	Gas Fen rom valion Tax mental Tax ney School Tax		MP - N 9E - P 9R - C 9V - P RF - E RG - F RS - C UI - UI	larginal Production T etroleum Excise Tax ross Production Tax miliege Tax margy Resource Rey lipeline Tax Xifield Site Restorate didentified Tax State Withholding Tax	olving Fund	Deduct Codes 01 - Compression 03 - Processing 04 - Traating 05 - Transportation 07 - Fuel 08 - Markating 09 - Other 10 - Gathering 14 - Property Expe	15- 16- 17- 18- 19-1 20-T 21-P	temportation Cor ransportation Cor racessing Fuel		
Property	1	Property Name	DC	PC	Net Revenue	BTU Fact	Price \$	Gross Volume	Gross Valua	s Sev. Tax \$	Tax Type Code	Deducts \$	Ded	Net
Number Sales Date: Month/Year		County Name	ST		Disbursement	Int Type	GMI	Owner Volume	Owner Gros Value \$	A ADDRESS OF THE ADDRESS THE THE DESIGN AND THE THE DESIGN AND THE	State Withholding	Owner Deducts \$	Cd	Value 5 Owner Net
340089455 1/2016	RHF PETTAY S HARRISON	NTG HR 2H	03 0H	2	0.0034501531 0.0034501284	1.09	2.46 1.00000	72,040.46 249.00	177,349 611	92	TVIA RIOCUTTY	5510.35 19.01	07	Value \$ 122,571.3 422,8
STATIS COLORING STATIST	RHP PETTAY S	NTG HR 2H	03 0H	2	0.0034501531	1.03 RI	1.00000	0.00				290 (8.40 100.12	10	
340089455 1/2016	RHF PETTAY S HARRISON	NTG HR.2H	03 OH	2	0.0034501531	2003095885	1.00000	0.00 0.00				722.48	18	
340089455	RHF PETTAY S HARRISON	NTG HR 2H	03 0H	2	0.0034601531 0.0034501284	1.09	1.00000	0.00 0.00		384.7	a stand of a stand of the stand	12001.01 41.72	.01	
340089455 172016	KHEPEDIAYS	NTG HR 2H	03 0H	.2.	0.0034501531	-1.03 RI	1.00000	0.00 0.00		1,923,7	and the second second second	5127.06 17.69	05	
340089455 11/2016	RHF PETTAY S	NTG HR 2H	03 0H	3	0.0034501531	RI	18.77 1.00000	10,408.41 35.91	195,370 674	All and a second s	1.			193,071.5 666.1
340089455 11/2016	RHF PETTAY S HARRISON	NTG HR 2H	03 ОН	3	0,0034501531 0,0034501190	RI	1.00000	0.00 0.00		1,149.2				
340069455 1/2016	RHF PETTAY 5 HARRISON	NTG HR 2H	03 0H	4	0.0034501537	RI	0.24 1.00000	225,367,47 777,55	-53,869. 185	State State of the		40654.21	03	-5,744.0 -19.0
340089455	RHF PETTAY S HARRISON	NTG HR 2H	03 OH	4	0.0034501531	RI	1.00000	0,00 0,00				9979.06 .34.43	21	
340090455 1/2016	RHF PETTAY S	NTG HR 4H	03 0H	2	0.0034501531 0.0034501723	1.09	2.46 1.00000	67,786.96 233,00	165,878 575	1. Contract (1. Co		5185.00 17.89	07	115,334.3 397.9
340090455 1/2016	RHF PETTAY S HARRISON	NTG HR 4H	03 OH	2	0.0034501531 0.0034501723		1.00000	n on 0.00				27305,06 94,20	10	
340090455 1/2016	RHF PETTAY S HARRISON	NTG HR 4H	03 0H	2	0.0034501531	1	1.00000	0.00 0.00				679.81 2.35	18	
340090455	RHF PETTAY S	NTG HR 4H	03 011	2	0.0034501531		1,00000	0.00 0.00		362.0	1	11377,12 39.25	01	
	RHF PETTAY S HARRISON	NTO HR 4H	03 0H	2	0.0034501531		1,00000	0.00 0.00		1,810.1		4625.08 16.64	05	
340090455	RHF PETTAY S HARRISON	NTG HR 4H	03 OH	3	0,0034501531	RI	18.77	9,144,92 31,55	171,653	G-5 - 42920-229-440-6-120-	in the second second second			169,638.3 585.2
340090455	RHEPETTAYS	NTG HR 4H	03 0H	3	0.0034501531	Sec. 1	1.00000	0.00 0.00		1,007.7	i sv		1.5	
340090455	HARRISON RHF PETTAY S	NTG HR 4H	03	4	0.0034501531	See and	0.24	124,228.30 428,61	29,705 102	09		27370 67 94,44	03	-3,166.2
11/2016 340090455	HARRISON RHF PETTAY S	NTG HR 4H	0H 03	4	0.0034501531			0,00	102			5500,71	21	-10,9
340091455	HARRISON	NTG HR 6H	OH 03	2	0.0034502504		1,00000	0,00 84,667,26	159,198	51 0 0 0 0 0 0		16.97 4946.38	07	110,026.4
1/2016	HARRISON		0H 03	2	0.0034500951	RI	1,00000	223.00 0.00	549	When a should be the state of the		17.07	-10	379.5
1/2016	RHF PETTAY S HARRISON		OH		0.0034500951	RI	1,00000	0.00				89.07		
340091455 11/2016	RHF PETTAY S HARRISON	NTG HR BH	03 0H	2	0.0034501531 0.0034500951	RI	1,00000	0.00				648.52 2.24	18	
340091455 11/2016	RHF PETTAY S HARRISON	NTG HR 6H	03 OH	2	0.0034501531	100000000	1.00000	0.00 00,0		345.3 1.1	A DOMESTIC STREET,	10853.52 37.45	01	C.A. Starley
340091455	RHF PETTAY S HARRISON	NTG HR 6H	03 0H	2	0.0034501531		1.00000	0.00		1,720,8	STATISTICS CONTRACTOR OF CONTRACTOR	4503.02	05	-

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10 **VECENT RESOURCES - UTICA, LLC** PO BOX 13678 **DKLAHOMA CITY, OK 73113** (405) 252-7600

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Product Cod	les (PC)	Interest Typ	08	Tax	Type	Codes				T	Deduct Cc	· - s (1	Ded Cd)			
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condense 4 - Plant Pro D - Drip Com Disposition (	ato (bbl) ducts (gal) densate (bbl)	WI - Workin RI - Ruyalty OR - Overric	g Interest Interest	SV- OF- AV- CN- EN- ES- EX- FB-	Severan Cil and Ad Valor Conserv Environi Environi Environi Entrge Cil Extra Federal	ice Tax Gas Fee rem vation Tax mental Tax ney School Tax		PE-P PR-C PV-P RF-E RG-F RS-C UI-U	Angénal Production T tetroleum Excise Tax nois Production Tax nivilege Tax norgy Recource Rev Speline Tax Xifield Site Rectoratio Nidentified Tax	olving Fund	01 - Compres 01 - Processi 04 - Treating 05 - Treating 05 - Treating 07 - Fuel 04 - Markotin- 04 - Other 11 - Gatherin;	i - n I El ori	15 - Ji 16 - U 17 - G 18 - G 19 - Tr 20 - Tr	B Ne thing nullificett Capacity athe ing Compre- athe ing Compre- ansportation Cor mansportation Cor roce: sing Fuel	ssion ssion F npressi	on
03 - Sale	es 10 - L	ease Use	OT - Other			icesour Tax		VV94 - 4	State Withholding Te		14 - Property i	Esan	so			
Property Number		Property Nar	nυ	DC	PC	Nat Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value	s Sev Tax	:	Tax Type Code	Deducts \$	Ded Cd	Not Value \$
Sales Date: Nonth/Year	Sector Contractor	County Nam	IC	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Tax		State Withholding	Owner Deducts \$		Owner Not Value \$
340091455 1/2016	RHF PETTAY S HARRISON	NTG HR 6H		03 ОН	3	0.0034501531 0.0034501041		18.77 1.00000	7,524.41 25.96	141,236. 487.	32 83	78	OF	Distant		139,584, 461.
340091455 1/2016	RHF PETTAY S HARRISON	NTG HR 6H		03 OH	З	0.0034501531 0.0034501041	ŔI	1.00000	0.00 0.00			78 11 84	sv			
340091455 - 1/2016 340091455	RHF PETTAY S HARRISON RHF PETTAY S			03 OH 03	4	0.0034501531 0.0034501460 0.0034501531		0.24 1 00000	152,911,25 527,56 0,00	36,563, 126,	THE ROOM DOWN DOWN			33690.25 116.24 6770.77	03 21	-3,897. -13.
1/2016 340145455 1/2016	HARRISON RHF PETTAY S HARRISON	NTG HR 8H	<u></u>	OH 03 OH	2	0.0034501460 0.0034501531 0.0034501484	1.09	1.00000 2.46 1.00000	0.00 80,923.19 280.00	199,217. 687.	12A 😫			23,36 6189,79 21,36	07	137,684.4
340145455 1/2016	RHF PETTAY S	NTG HR 8H		03 0H	2	0.0034501531 0.0034501484	1.09	1.00000	0.00	007.				21,36 32596,43 112,47	10	475.
340145455 1/2016	RHF PETTAY S HARRISON	NTG HR 8H		03 OH	2	0.0034501531 0.0034501484	1.09	1.00000	0,00 0,00					811.54 2.80	18	
340145455 1/2016	RHF PETTAY S HARRISON	NTG HR 8H		03 ОН	2	0 0034501531 0.0034501484	1.09 RI	1.00000	0.00 0.00		4:	; 18 49	OF	13501.86 46.85	01	
340145455 1/2016	RHF PETTAY S HARRISON	NTG HR 8H		03 OH	2	0.0034501531 0.0034501484	1	1.00000	0,00 0.00		2,10	1192 145	sv	5760.12 19.87	05	
340145465 1/2016 340145455	RHF PETTAY S HARRISON			03 OH 03	3	0.0034501531 0.0034501209	RI	18.77 1.00500	10,325.11 35.63 0.00	193,862. 668.	12- 12- 10- 10- 10- 10- 10- 10- 10- 10- 10- 10	163 193 163	OF SV			191,583. 660
1/2016	RHE PETTAY S HARRISON			0H 03		0.0034501531 0.0034501209	RI	1.00000	0.00			193		36734.73		
340145455 1/2016	RHF PETTAY S HARRISON			01 01 03	4	0.0034501531 0.0034501519	RI	0.24 1.00000	575.24	39,867. 137.	1			7382.62	03 21	-4,249. -143
340145455 1/2016	RHF PETTAY S HARRISON	and to the second second second		03 03	4	0.0034501531 0.0034501519	-	1.00000	0.00		2. Separate	1 - 1435	tanen analasia (at	25.47		
340446455 1/2016 340146455	RHEPETTAY S HARRISON RHEPETTAY S			03 OH 03	2 2	0.0034501531 0.0034501471 0.0034501531	RI	2.46 1.00000	260.00	185,032 ( 638,	ALC: A CONTRACTOR OF A			30275.47		127,891. 441.
1/2016 340146455	HARRISON RHF PETTAY S	NTG HR 10H		0H 03	2	0.0034501471	1.09	1.00000	0.00					104.45	18	
1/2016 340146455 1/2016	HARRISON RHF PETTAY S HARRISON	NTG HR 10H		OH 03 OH	2	0.0034501471 0.0034501531 0.0034501471	1.09	1.00000	0.00 0.00 0.08	Survey and the	4	41	OF	2,60 12614.79 43.52	.01	
340146455 1/2016	RHF PETTAY S	NTG HR 10H		03 OH	2	0.0034501531 0.0034501471	1.09	1.00000	0.00	- 172.5	2,0	05 1 92	SV	5349.98 18,46	05	
340146455 1/2016	RHF PETTAY S HARRISON	NTG HR 10H		03 01	3	0.0034501531 0.0034501390	Sold B	18.77 1.00000	9,764.44 33.69	183,282. 632.		64 1.72	OF			181,127. 621.
340146455 1/2016	RHF PETTAY S HARRISON	NTG HR 10H		03 ОН	3	0.0034501531 0.0034501390		1.00000	0.00 0.00		1	64 :-72	sv			
340146455 1/2016 340146455 1/2016	RHF PETTAY S HARRISON RHF PETTAY S HARRISON			03 OH 03 OH	4	0.0034501531 0.0034500690 0.0034501531 0.0034500690		0.24 1.00000 1.00000	176,442,79 608,76 0.00 0.00	42,190 145	-O 1998153406203			30874.85 134.12 7812.72 26.95		-4,497 -15.
					EXER EXER		12091			E BAE N		5 '2	0.00	1,678.12	SEAS	5,051.2
wher Numbe	er: 2021614-1	REVERSE MADERIA IN SURVEY	an a an	we grandly the second of		ente de la la constantina de la constan	and marked and short the	La de Secondada a calendaran	Owner Total	6,815.0	a lournand	1 %	0.00	1,678.12	l	Contraction of the second second second second

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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600



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Product Cod	les (PC)	Interest Type			Codes				1	Deduct Codes (I	Ded Cd)	antes de la seconda	1	and the second
1 - Oil (bbl) 2 - Gas (mof) 3 - Condense 4 - Plant Pro D - Drip Con Disposition 03 - Sale	ate (bbl) ducts (gal) densate (bbl) Codes (DC)	WI - Working Interest RI - Royalty Interest OR - Overriding Royalty Lease Use OT - Other	OF - AV - CN - EN - ES - EX - FB - FE -	Oil and Ad Valo Conser Enviror Enviror Oil Extr Federa Enviror	rvation Tax Invental Tax Incy School Tax		PE - Pe PR - Ge PV - Pr RF - Er RG - Pi RS - Oi UI - Uni	arginal Production T troleum Excise Tax oss Production Tax villege Tax ergy Resource Rev peline Tax lifeld Site Restoration dentified Tax late Withholding Ta:	olving Fund 07 20 04 04 05 09 07 20 00 20 09 20 10	Compression     Processing     Treating     Transportation     Fuel     Marketing     Other     Gathering     Property Expensi	16-U 17-G 18-G 19-T 20-T 21-P	B Netting inutilized Capacity athering Compre- athering Compre- ransportation Con ransportation Con rocessing Fuel	ision ision Fi hpressio	on
Property Number		Property Name	DC	PC	Net Revenue	BTU	Price \$	Gross	Gross Value \$	Sev.	Тах Туре	Deducts \$	Ded	Net
Sales Date: Month/Year		County Name	ST		Disbursement Decimal	Fact Int Type	GMI	Volume Owner Volume	Owner Gross Value \$	Tax \$ Owner Sev. Tax \$	Code State Withholding	Owner Deducts \$	Cd	Value \$ Owner Net
1340089455 )2/2016	RHF PETTAY S	S NTG HR 2H	03 ОН	2	0.0034501531 0.0034501294	1.09	2.49 1.00000	71,674.31 248.00	178,370,12 615,40		Thundrid	33129.70 114.31	10	Value \$ 53,909.2 185.9
1340089455 02/2016	RHF PETTAY S	S NTG HR 2H	03 ОН	2	0.0034501531	1.09 RI	1.00000	0.00				788.08 2.72	18	
1340089455 02/2016	RHF PETTAY S	S NTG HR 2H	03 0H	2	0.0034501531		1.00000	0.00 0.00		407.09	OF	13522.52 46.65	01	
1340089455 02/2016	RHF PETTAY S	S NTG HR 2H	03 ОН	2	0.0034501531		1.00000	0.00 0.00	the second s	2,035.43 7.03	sv	74578.01 257.31	05	
1340089455 02/2016	RHF PETTAY S	S NTG HR 2H	03 0H	3	0.0034501531	RI	19.03 1,00000	9,639.45 33,25	183,416,26 632.81	A CONTRACTOR OF A CONTRACTOR O	OF			181,257.6 625.3
1340089455 02/2016	RHF PETTAY S	3 NTG HR 2H	03 OH	Э	0.0034501531	RI	1.00000	0.00	tell an a	1,079.30	sv			
1340089455 02/2016	RHF PETTAY S HARRISON	S NTG HR 2H	03 0H	4	0.0034501531	RI	0.28	364,097.03 1,256.19	100,473.59 346.65	100 million and 100 million		64462.13 222.40	03	21,453.8 74.0
1340089455 02/2016	RHF PETTAY S	NTG HR 2H	03 ОН	4	0.0034501531	RI	1.00000	0.00				14557.58 50.23	21	
1340090455 02/2016	RHF PETTAY S	SNTG HR 4H	03 0H	2	0.0034501531	CONCERNS.	2.49 1,00000	85,441.10 295.00	212,630.43 733.61	A CONTRACT OF A CONTRACT OF		39493.07 136.25	10	64,263,8 221,7
1340090455 02/2016	RHF PETTAY S	NTG HR 4H	03 0H	2	0.0034501531	ALCONCE.	1.00000	0.00 0.00				939.44 3.24	18	
1340090455 02/2016	RHF PETTAY S	S NTG HR 4H	03 0H	2	0.0034501531	10303052	1.00000	0.00 0.00		485.28 1.68	OF	16119.85 55.61	01	
1340090455 02/2016	RHF PETTAY S	NTG HR 4H	03 0H	2	0.0034501531	10010000	1,00000	0.00 0.00		2,426.38 8.37	sv	88902.53 306.73	05	
1340090455 02/2016	RHF PETTAY S HARRISON	S NTG HR 4H	03 OH	3	0.0034501531 0.0034501642	RI	19.03 1.00000	11,580.44 39.95	220,348.93 760.24	ALL AND A REAL AREAS AND A	OF			217,746.29 751.20
1340090455 02/2016	RHF PETTAY S HARRISON	S NTG HR 4H	03 0H	3	0.0034501531 0.0034501642	RI	1.00000	0.00 0.00		1,301.32 4.49	sv			
1340090455 02/2016	RHF PETTAY S HARRISON	NTG HR 4H	03 0H	4	0.0034501531	RI	0.28 1.00000	239,945.09 827.84	66,213.52 228.45	CONTRACTOR AND A CONTRACTOR		42481.45 148.57	03	14,138,42 48.78
1340090455 02/2016	RHF PETTAY S HARRISON	NTG HR 4H	03 0H	4	0.0034501531 0.0034502017	RI	1.00000	0.00 0.00				9593.65 33.10	21	
1340091455 )2/2016	RHF PETTAY S HARRISON	NTG HR 6H	03 0H	2	0.0034501531 0.0034501168		2.49 1.00000	95,845.23 331.00	238,522.36 822.93	5 ····································		44302.12 152.85	10	72,089.27 248.70
1340091455 )2/2016	RHF PETTAY S HARRISON	NTG HR 6H	03 ОН	2	0.0034501531 0.0034501168	1	1.00000	0.00 0.00				1053.84 3.64	18	
1340091455 )2/2016	RHF PETTAY S HARRISON	NTG HR 6H	03 ОН	2	0.0034501531 0.0034501168		1.00000	0.00 0.00		544.37 1.88	OF	18082.76 62.39	01	
1340091455 02/2016	RHF PETTAY S HARRISON	NTG HR 6H	03 ОН	2	0.0034501531 0.0034501168		1.00000	0.00 0.00		2,721.84 9,39	sv	99728.16 344.08	05	
Contraction of the second	RHF PETTAY S HARRISON	NTG HR 6H	03 0H	3	0.0034501531	RI	19.03 1,00000	12,386.44 42,73	235,685.16 813.15	A COMPANY AND A DO AND THE	OF			232,957.10
1340091455 02/2016	RHF PETTAY S HARRISON	NTG HR 6H	03 0H	3	0.0034501531	RI	1.00000	0.00		1,364.03 4.71	sv		a liter	
1340091455 )2/2016	RHF PETTAY S HARRISON	S NTG HR 6H	03 0H	4	0.0034501531 0.0034501223	RI	0.28 1.00000	364,972.84 1,259.21	100,715.27 347.48	12		64617.18 222.93	03	21,505.4 74.2

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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600



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CHECK DATE:

OWNER:

04/28/2016

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Product Cod	tes (PC)	Interest Ty	pe	Tax	Туре	Codes		Legend	and the second sec	4	De	duct Codes (	Ded Cd)		1.12	
1 - Oil (bbl) 2 - Gas (mcf 3 - Condens 4 - Plant Pro D - Drip Con Disposition 03 - Sal	ate (bbl) ducts (gal) densate (bbl) Codes (DC)	WI - Workin RI - Royalty OR - Overni		OF- AV- CN- EN- ES- FB- FE-	Oil and Ad Valo Conser Environ Emerge Oil Extr Federal Environ	vation Tax mental Tax ncy School Tax		PE - P. PR - G PV - Pi RF - Ei RG - P RS - O UI - Un	arginal Production etroleum Excise Tax ross Production Tax ivilege Tax nergy Resource Rei pelline Tax likeld Sile Restorati identified Tax tate Withholding Ta	volving Fund on	01 - 03 - 04 - 05 - 07 - 08 - 09 - 10 -	Compression Processing Treating Transportation Fuel Marketing Other Gathering Property Expen	15 - J 16 - U 17 - G 18 - G 19 - T 20 - T 21 - P	IB Netting Inutilized Capacit exthering Compre- eathering Compre- ransportation Co- ransportation Co- rocessing Fuel	ssion ssion Fi mpressi	n
Property Number		Property Nar	me	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value	\$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year		County Nam	10	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gros Value \$	55	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
1340091455 02/2016	RHF PETTAY	S NTG HR 6H		03 ОН	4	0.0034501531 0.0034501223	RI	1.00000	0.00 0.00	Et Indiana M			Conception and a	14592.60 50.35	21	Voido a
1340145455 12/2016 1340145455 12/2015	RHF PETTAY HARRISON RHF PETTAY HARRISON RHF PETTAY	S NTG HR 8H		03 OH 03 OH 03	2 2 2	0.0034501531 0.0034501859 0.0034501531 0.0034501859 0.0034501859	RI 1.09 RI	2.49 1.00000 1,00000	85,769.01 296.00 0.00 0.00 0.00		1962			39644.63 136.79 943.05 3.25		54,510.5 222.5
02/2016 1340145455 02/2016	HARRISON RHF PETTAY HARRISON	S NTG HR 8H		ОН 03 ОН	2	0.0034501851 0.0034501859 0.0034501859	RI 1.09	1.00000	0.00 0.00 0.00			487.14 1.68 2,435.69 8.40	OF SV	16181.72 55.83 89243.73 307.91	01	
1340145455 02/2016	RHF PETTAY			03 ОН	3	0.0034501531 0.0034500965	RI	19.03 1.00000	10,650,40 36.75	699	1.1.1	1,171.51 4.04	OF			200,309.2 691.0
1340145455 02/2016	RHF PETTAY	S NTG HR 8H		03 ОН	3	0.0034501531 0.0034500965	RI	1.00000	0.00 0.00			1,171.51 4.04	sv			
340145455 2/2016	RHF PETTAY	and the second second		03 OH	4	0.0034501531 0.0034500851	Rľ	0.28 1.00000	279,026.36 962.68	265	Millio 20		API CONT	49400.66 170.44	03	16,441.2 56,7
340145455 2/2016	RHF PETTAY S	S NTG HR 8H		03 OH	4	0.0034501531	RI	1.00000	0.00	States Press				11156.23 38.49	21	
1340146455 12/2016	RHF PETTAY S HARRISON	S NTG HR 10H		03 ОН	2	0.0034501531 0.0034501769	1.09 RI	2.49 1.00000	93,092.63 321.00	#01,01 E.	1000			43029.80 148.47	10	70,018.9 241.5
1340146455 )2/2016	RHF PETTAY	S NTG HR 10H		03 ОН	2	0.0034501531 0.0034501769		1.00000	0.00 0.00					1023.57 3.53	18	
340146455 2/2016	RHF PETTAY S	S NTG HR 10H		03 ОН	2	0.0034501531 0.0034501769	1.5	1.00000	0.00 0.00			528.73 1.83	OF	17563.44 60.60	01	
1340146455 02/2016	RHF PETTAY S HARRISON	S NTG HR 10H		03 ОН	2	0.0034501531 0.0034501769		1.00000	0.00 0.00			2,643.67 9.12	sv	96864.05 334,20	05	
340146455 02/2016 1340146455	RHF PETTAY S HARRISON RHF PETTAY S			03 OH 03	3.	0.0034501531 0.0034501218 0.0034501531	RJ	19.03 1.00000	9,641.75 33.27 0.00	632		1,067.00 3.68 1,067.00	OF			181,326.11 625.6
02/2016	HARRISON	1		0H 03	4	0.0034501218	RI	1.00000 0.28	0.00		80	3.68		60205.36	00	
)2/2016 1340146455	HARRISON			ОН 03	4	0.0034501720	RI	1.00000	1,173.24	323.	20255015			207.72		20,037.1 69.1
12/2016	HARRISON			ОН	7	0.0034501531	RI	1.00000	0.00					13596.27 46,91	21	
Owner Numbo	pr: 2021614-1								Owner Total	8,758.0	00	92.06	0.00	3,725.50		4,940

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OKLAHOMA CITY, OK 73113 (405) 252-7600 CHECK DATE: OWNER:

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	les (PC)	Interest Ty	pe	Ta	к Тур	e Codes		Legend			Deduct Codes	(Ded Cd)			
1 - Oil (bbl)		WI - Workir				rance Tax			inal Production Tax		01 - Compression		IB Netting		
2 - Gas (mcf)	*	RI - Royalty		10000	17.0	nd Gas Fee alorem			leum Excise Tax s Production Tax		03 - Processing	16 - L	Inutilized Capa		
3 - Condensa 4 - Plant Proc		OR - Overn	iding Royalty	100000		servation Tax		PV - Privile			04 - Treating 05 - Transportatio		athering Com		
D - Drip Conc	10 /	1				onmental Tax gency School Tax			y Resource Revolvi	no Eund	07 - Fuel		athering Comp ransportation		
Disposition C		1				straction		RG - Pipel RS - Oilfiel	ine Tax Id Site Restoration		08 - Marketing	20 - T	ransportation (	Compre	
Disposition	codes (DC)					ral Backup Withholdin	ng	UI - Unider	ntified Tax		09 - Other 10 - Gathering	21 - P	rocessing Fue		
03 - Sale	es 10 - L	ease Use	OT - Other			onmental Tax Processor Tax		WH - State	Withholding Tax		14 - Property Exp	ense			
Property Number		Property Nan	ne	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year		County Nam	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net
1340023455	RH HAMILTON S	MRF HR 2H		3	2	0.0390438954	1.09	2.49	71,169.14	177,189,1		OF	785.51	18	Value \$ 54,067.63
02/2016	HARRISON			ОН		0.0390439931	RI	1.00000	canada conservative	6,918.1		01	30.65	10	2,111.0
1340023455	RH HAMILTON S	MRF HR 2H		3	2	0.0390438954	1.09		0.00		2,009,77	sv	33,189.82	10	2,111.0
02/2016	HARRISON			OH		0.0390439931	RI		0.00	0.00	78.47		1,295.85		
1340023455	RH HAMILTON S	MRF HR 2H		3	2	0.0390438954	1.09		1				13,580.84	01	
02/2016	HARRISON			ОН		0.0390439931	RI		0.00	0.00	D		530.25		
1340023455	RH HAMILTON S	MRF HR 2H		3	2	0.0390438954	1.09	175 E				1000	73,153.59	05	ne 1160 m
02/2016	HARRISON			ОН		0.0390439931	RI		0.00	0.00			2,856.23		10.00
1340023455	RH HAMILTON S	MRF HR 2H		3	2	0.0390438954	1.09						21000.20		
02/2016	HARRISON			ОН		0.0390439931	RI	10101	0.00	0.00	5				
1340023455	RH HAMILTON S	MRF HR 2H		3	2	0.0390438954	1.09								
02/2016	HARRISON			он		0.0390439931	RI		0.00	0.00					
1340023455	RH HAMILTON S	MRF HR 2H		3	3	0.0390438954	1075	19.78	5,681.76	112,382.46	623.31	OF		122000	111,135.84
02/2016	HARRISON			он	- Califa	0.0390438152	RI	1.00000	221.85	4,387.84	Contraction of the second	and a start h		No.	4,339,18
1340023455	RH HAMILTON S	MRF HR 2H		3	3	0.0390438954	and an		0.00		Carl State	SV			4,000,10
02/2016	HARRISON			OH	and a	0.0390438152	RI	Part Part	0.00	0.00	24.33	AND AND A		Mar al	
1340023455	RH HAMILTON S	MRF HR 2H		3	4	0.0390438954		0.28	263,083.96	73,735.15	and the second second	ALL ALTER TO A	10,217.12	21	17,715.18
02/2016	HARRISON			ОН		0.0390439295	RI	1.00000	10,271.83	2,878.91			398.93		691.66
1340023455	RH HAMILTON S	MRF HR 2H		3	4	0.0390438954			0.00		1.00		45,802.85	03	031.00
02/2016	HARRISON			ОН		0.0390439295	RI		0.00	0.00			1,788.32		
1340032455	RH HAMILTON S	MRF HR 4H		3	2	0.0390438954	1.09	2.49	55,290.13	137,655.28	312.27	OF	610.25	18	42,004.24
02/2016	HARRISON			OH	1.1.1.1	0.0390438347	RI	1.00000	2,159.00	5,374.59	12.21		23.83	14 H L 2	1,639.95
1340032455	RH HAMILTON S	MRF HR 4H		3	2	0.0390438954	1.09		0.00		1,561.36	SV	25,784.63	10	1,000,000
02/2016	HARRISON			OH	1. Section	0.0390438347	RI		0.00	0.00	60.98	CALL STORE	1,006.75		
1340032455	RH HAMILTON S	MRF HR 4H		3	2	0.0390438954	1.09				and the second		10,550.73	01	
2/2016	HARRISON			OH	1200	0.0390438347	RI	CHI CONTRACT	0.00	0.00	States The		411.93	A SEA	
340032455	RH HAMILTON S	MRF HR 4H		3	2	0.0390438954	1.09	- CARLES			Real Production	AT STREET	56,831.80	05	
02/2016	HARRISON			OH	2000	0.0390438347	RI		0.00	0.00			2,218,94	The second	
340032455	RH HAMILTON S	MRF HR 4H		3	2	0.0390438954	1.09						Parties and	226	
2/2016	HARRISON			OH	12 2	0.0390438347	RI	SEE AL	0.00	0.00	1.18				
340032455	RH HAMILTON S	MRF HR 4H		3	2	0.0390438954	1.09								
02/2016	HARRISON			OH		0.0390438347	RI		0.00	0.00		C. C		STATE:	
340032455	RH HAMILTON S I	MRF HR 4H		3	3	0.0390438954		19.78	4,960.71	98,120.42	539.96	OF	and the second second	CENTER .	97,040.50
2/2016	HARRISON			ОН		0.0390437587	RI	1.00000	193.69	3,830.99	21.09		1	-	3,788.81
340032455	RH HAMILTON S I	WRF HR 4H		3	3	0.0390438954	5.00		0.00			sv			61, 66, 61,
2/2016	HARRISON			ОН	-	0.0390437587	RI	1000	0.00	0.00	21.09				
340032455	RH HAMILTON S I	MRF HR 4H		3	4	0.0390438954	12:12	0.28	241,062.31	67,563.09			9,361.88	21	16,232.32
2/2016	HARRISON			OH	0.55	0.0390439514	RI	1.00000	9,412.02	2,637.93	1		365.53	and the second	633.77
340032455	RH HAMILTON S I	MRF HR 4H		3	4	0.0390438954			0.00		Survey R.	A STATE AND A STATE A	41,968.89	03	
2/2016	HARRISON			OH		0.0390439514	RI	State State	0.00	0.00	The second second		1.638.63	a line	and the second
340033455	RH HAMILTON S I	MRF HR 6H		3	2	0.0390438954	1.09	2.49	56,541.93	140,771.88	319.34	OF	624.07	18	42,955.22
	HARRISON			он		0.0390439483	RI	1.00000	2,208.00	5,496.29	12.47	( ** - T) - F	24.36		1,677.18
and the second sec	RH HAMILTON S I	MRF HR 6H		3	2	0.0390438954	1.09		0.00		1,596.71	sv	26,368.41	10	una scolo Me
	HARRISON			ОН		0.0390439483	RI	1.11.1	0.00	0.00			1,029.52		
000000000	RH HAMILTON S I	MRF HR 6H		3	2	0.0390438954	1.09						10,789.61	01	
	HARRISON			ОН		0.0390439483	RI		0.00	0.00			421.28		
340033455	RH HAMILTON S I	IRF HR 6H		3	2	0.0390438954	1.09						58,118.52	05	
2/2016	HARRISON			он		0.0390439483	RI		0.00	0.00			2,269.16		I
340033455	RH HAMILTON S M	IRF HR 6H		3	2	0.0390438954	1.09	Per la constante					-,		
2/2016	HARRISON			он		0.0390439483	RI		0.00	0.00					
2/2016						0.0000400054	1.09					2			
	RH HAMILTON S N	ARF HR 6H		3	2	0.0390438954	1.09						1		
340033455	RH HAMILTON S N HARRISON	ARF HR 6H	Ohio (	3 )il <mark>0</mark> 2 (	z Sas F	and the second second second second second second		aton-Cun	ningham 🕬	s Action <b>0.00</b>	mplaint				

PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

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mcf) RI - Royal	iding Royalty OT - Other	OF - AV - EN - ES - EX - FB - FE -	Oil and Ad Va Conse Enviro Emerg Oil Ext Federa Enviro Gas P PC	ervation Tax Inmental Tax Jency School Tax Traction al Backup Withholdir Inmental Tax Trocessor Tax Net Revenue Interest	ng BTU	PE - Petrole PR - Gross PV - Privileg RF - Energy RG - Pipelin RS - Oilfield UI - Unident	Resource Revolvi e Tax Site Restoration	0 0 0 0 0 0 0 0 1	Deduct Codes ( 1 - Compression 3 - Processing 4 - Treating 5 - Transportation 7 - Fuel 8 - Marketing 9 - Other 0 - Gathering	n 15 - JI 16 - U 17 - G on 18 - G 19 - Ti 20 - Ti	IB Netting Joutilized Capa Gathering Comp Sathering Comp ransportation C ransportation C	oression pression Compre Compre	n Fuel ssion
ar 5 RH HAMILTON S MRF HR 6H HARRISON 5 RH HAMILTON S MRF HR 6H HARRISON 5 RH HAMILTON S MRF HR 6H HARRISON 5 RH HAMILTON S MRF HR 8H HARRISON		ST 3		Interest	BTU			1	4 - Property Exp		rocessing Fuel		SSIOLI LUGI
ar 5 RH HAMILTON S MRF HR 6H HARRISON 5 RH HAMILTON S MRF HR 6H HARRISON 5 RH HAMILTON S MRF HR 6H HARRISON 5 RH HAMILTON S MRF HR 8H HARRISON	8	3		Dishuman	Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
HARRISON RH HAMILTON S MRF HR 6H HARRISON RH HAMILTON S MRF HR 6H HARRISON RH HAMILTON S MRF HR 8H HARRISON		10000	International State	Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
<ul> <li>RH HAMILTON S MRF HR 6H</li> <li>HARRISON</li> <li>RH HAMILTON S MRF HR 6H</li> <li>HARRISON</li> <li>RH HAMILTON S MRF HR 8H</li> <li>HARRISON</li> </ul>			3	0.0390438954	RI		0.00 0.00	0.00	655.03 25.57	SV			
5 RH HAMILTON S MRF HR 8H HARRISON		3 OH 3 OH	4	0.0390438954 0.0390440043 0.0390438954 0.0390440043	RI	0.28 1.00000	259,400.72 10,128.03 0.00 0.00	72,702.84 2,838.61			10,074.07 393.32 45,161.60	21 03	17,467. 682.
5 RH HAMILTON S MRF HR 8H		3 ОН	2	0.0390438954		2.49 1.00000	58,834.60 2,296.00	0.00 146,479.92 5,719.15	332.29	OF	1,763.28 649.37 25.36	18	44,697.0
HARRISON 5 RH HAMILTON S MRF HR 8H		3 OH 3	2 2	0.0390438954 0.0390439181 0.0390438954	RI		0.00 0.00	0.00	1,661.45 64.87	sv	27,437.59 1,071.28 11,227.10	10 01	
HARRISON RH HAMILTON S MRF HR 8H HARRISON RH HAMILTON S MRF HR 8H		он 3 0Н 3	2	0.0390439181 0.0390438954 0.0390439181 0.0390438954	RI		0.00 0.00	0.00			438.36 60,475.11 2,361.17	05	
HARRISON RH HAMILTON S MRF HR 8H HARRISON		OH 3 OH	2		RI 1.09		0.00	0.00		and the second			
6         RH HAMILTON S MRF HR 8H           HARRISON         6           6         RH HAMILTON S MRF HR 8H		3 ОН 3	3 3	0.0390438954 0.0390438904 0.0390438954	RI	19.78 1.00000	6,092.91 237.89 0.00	120,514.63 4,705.36	666.22 26.01	OF SV			119,182. 4,653.
HARRISON RH HAMILTON S MRF HR 8H HARRISON RH HAMILTON S MRF HR 8H		ОН 3 ОН 3	4	0.0390438904 0.0390438954 0.0390439575 0.0390438954		0.28 1.00000	0.00 229,521.47 8,961.42 0.00	0.00 64,328.52 2,511.64	26.01		8,913.68 348.02 39,959,63	21	15,455. 603.
HARRISON RH HAMILTON S MRF HR 10H HARRISON		ОН 3 ОН	2	0.0390439575 0.0390438954 0.0390438798	1.09	2.49	0.00 61,605.34 2,405.00	0.00 153,378.20 5,988.48	347.94 13.60	OF	1,560.20 679.96 26,56	18	46,801.9 1,827.3
RH HAMILTON S MRF HR 10H HARRISON RH HAMILTON S MRF HR 10H HARRISON		3 ОН 3 ОН	2 2	0.0390438954 0.0390438798 0.0390438954 0.0390438798	RI 1.09		0.00	0.00	1,739.70 67.92	sv	28,729.73 1,121.72 11,755.83	10 01	
RH HAMILTON S MRF HR 10H HARRISON RH HAMILTON S MRF HR 10H		3 ОН 3	2 2	0.0390438954 0.0390438954 0.0390438954 0.0390438954	1.09 RI		0.00	0.00			458.99 63,323.12 2,472.37	05	
HARRISON RH HAMILTON S MRF HR 10H HARRISON		ОН 3 ОН	2	0.0390438798	1.09		0.00 0.00	0.00 0.00					
HARRISON RH HAMILTON S MRF HR 10H HARRISON		3 OH 3 OH	3	0.0390439046 0.0390438954		19,78 1.00000	262.24 0.00	5,186.80	28.78	OF	No. A		131,371. 5,129,3
RH HAMILTON S MRF HR 10H HARRISON RH HAMILTON S MRF HR 10H HARRISON		3 OH 3 OH	4	0.0390438954 0.0390440252 0.0390438954	RI	0.28	229,864.67 8,974.82 0.00 0.00	64,424.71 2,515.40 0.00			8,927.01 348.56 40,019.38 1,562.50	21 03	15,478.3 604.3
HARRISON RH HAMILTON S MRF I HARRISON RH HAMILTON S MRF I HARRISON RH HAMILTON S MRF I HARRISON RH HAMILTON S MRF I	HR 10H HR 10H HR 10H	HR 10H HR 10H HR 10H HR 10H	н 10H 3 ОН 4R 10H 3 0H 4R 10H 3 HR 10H 3 HR 10H 3 0H 4R 10H 3 ОН	ОН       HR 10H     3       HR 10H     3	OH         0.0390438798           HR 10H         3         3         0.0390438954           OH         0.0390438954         0.0390438954           OH         3         3         0.0390438954           OH         0.0390438954         0.0390438954           OH         0.0390438954         0H         0.0390438954           OH         3         4         0.0390440252           HR 10H         3         4         0.0390440252           HR 10H         3         4         0.0390440252           OH         0.0390440252         0H         0.0390440252	OH         0.0390438798         Ri           HR 10H         3         3         0.0390438954         Image: Comparison of the	OH         0.0390438798         RI           HR 10H         3         3         0.0390438954         19.78           OH         0.0390439046         RI         1.00000           HR 10H         3         3         0.0390438954         1.00000           HR 10H         3         4         0.0390438954         0.28           OH         0.0390438954         0.28         1.00000           HR 10H         3         4         0.0390438954         1.00000           HR 10H         3         4         0.0390438954         0.28           OH         0.0390440252         RI         1.00000           HR 10H         3         4         0.0390440252         RI           HR 10H         3         4         0.0390440252         RI           HR 10H         3         4         0.0390440252         RI	ОН         0.0390438798         RI         0.00           HR 10H         3         3         0.0390438954         19.78         6.716.31           OH         0.0390439946         RI         1.0000         262.24           HR 10H         3         3         0.0390438954         RI         1.0000         262.24           HR 10H         3         4         0.0390438954         RI         0.00         0.00           HR 10H         3         4         0.0390438954         0.28         229,864.67           OH         0H         0.0390440252         RI         1.00000         8,974.82           HR 10H         3         4         0.0390440252         RI         0.00           HR 10H         3         4         0.0390440252         RI         0.00           HR 10H         3         4         0.0390440252         RI         0.00           OH         0.0390440252         RI         0.00         0.00	OH         0.0390438798         RI         0.00         0.00           HR 10H         3         3         0.0390438954         19.78         6.716.31         132,845.32           OH         0.0390438954         RI         1.0000         262.24         5,186.80           HR 10H         3         3         0.0390438954         RI         1.0000         262.24         5,186.80           HR 10H         3         3         0.0390438954         RI         0.00         0.00           HR 10H         3         4         0.0390438954         C.28         229,864.67         64,424.71           OH         0H         0.0390438954         C.28         229,864.67         64,424.71           HR 10H         3         4         0.0390438954         OL         0.00         0.00           HR 10H         3         4         0.0390438954         OL         0.00         0.00           HR 10H         3         4         0.0390438954         OL         0.00         0.00           HR 10H         3         4         0.0390440252         RI         1.00000         8,974.82         2,515.40           OH         OH         O.0390440252         RI	OH         0.0390438798         RI         0.00         0.00           HR 10H         3         3         0.0390438954         19.78         6.716.31         132,845.32         737.07           OH         0.0390438954         19.78         6.716.31         132,845.32         737.07           HR 10H         3         3         0.0390438954         10.0000         262,24         5,186.80         28.78           HR 10H         3         3         0.0390438954         10         0.000         0.00         28.78           HR 10H         3         4         0.0390438954         0.28         229,864.67         64,424.71           HR 10H         3         4         0.0390440252         RI         1.00000         8,974.82         2,515.40           HR 10H         3         4         0.0390440252         RI         1.00000         8,974.82         2,515.40           HR 10H         3         4         0.0390440252         RI         0.00         0.00         0.00           HR 10H         3         4         0.0390440252         RI         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00	이어         0         0.0390438798         RI         0         0.00         0.00           HR 10H         3         3         0.0390438954         19.78         6.716.31         132,845.32         737.07         OF           OH         0.0390438954         RI         1.0000         262.24         5.186.80         28.78         35           HR 10H         3         3         0.0390438954         RI         1.0000         262.24         5.186.80         28.78         35           HR 10H         3         3         0.0390438954         RI         0.00         0.00         28.78         35           HR 10H         3         4         0.0390438954         0.28         229,864.67         64,424.71         35         45         0.0390438954         0.28         229,864.67         64,424.71         47	OH         V         0.0390438798         RI         0         0.00         0.00         0.00           HR 10H         3         3         0.0390438954         19.78         66.716.31         132,845.32         737.07         OF           HR 10H         3         3         0.0390438954         RI         1.0000         262.24         5.186.80         28.78         35           HR 10H         3         3         0.0390438954         RI         1.0000         262.24         5.186.80         28.78         35V           HR 10H         3         3         0.0390438954         RI         0.28         229,864.67         64,424.71         58.927.01         348.56           HR 10H         3         4         0.0390438954         0.28         229,864.67         64,424.71         40.41,43.83         348.56           HR 10H         3         4         0.0390438954         1.00000         8,974.82         2,515.40         40,019.38         348.56           HR 10H         3         4         0.0390440252         RI         1.0000         8,974.82         2,515.40         1.562.50         1.562.50           HR 10H         S         0.0390440252         RI         S	OH         0.0390438798         RI         0.000         0.00

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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600



CHECK DATE: OWNER:

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Product Code	es (PC)	Interest Type			Codes		egend			Deduct Codes	(Ded Cd)			and the second
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensa 4 - Plant Prod D - Drip Cond Disposition C 03 - Sale	lucts (gal) lensate (bbl) Codes (DC)	WI - Working Interest RI - Royalty Interest OR - Overriding Royalty ease Use OT - O	OF -1 AV - / CN -1 EN -1 ES -1 EX -0 FB -1 FE -1	Ad Valor Conserv Environi Emerge Oil Extra Federal Environi	Gas Fee em ration Tax mental Tax noy School Tax		PE-Pi PR-Gi PV-Pi RF-Ei RG-P RS-O UI-Un	arginal Production T stroleum Excise Tax ross Production Tax ross Production Tax rengy Resource Rev peline Tax linetd Site Restoratik dientified Tax tate Withholding Tax	olving Fund n	01 - Compression 03 - Processing 04 - Treating 05 - Transportation 07 - Fuel 08 - Marketing 09 - Other 10 - Gathering 14 - Property Expr	16-U 17-C 18-C 19-T 20-T 21-F	IB Netting Inutilized Capacity Sathering Compre- Sathering Compre- ransportation Cor ransportation Cor Processing Fuel	ssion ssion Fi npressio	n
Property Number		Property Name	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value	\$ Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value S
Sales Date: Month/Year		County Name	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gros Value \$	and the second se		Owner Deducts \$		Owner Net Value \$
340023455 3/2016 340023455 3/2016	HARRISON	S MRF HR 2H S MRF HR 2H	03 OH 03 OH	2 2	0.0390438954 0.0390438955 0.0390438954 0.0390438955	1.09	2.04 1.00000 1.00000	60,568.07 2,367.00 0.00 0.00	123,746. 4,831.	CONTRACTOR OF CONTRACTOR OF CONTRACTOR		28826.03 1,125.47 553.77 21.63	10 18	15,510.3 605,3
340023455 3/2016 * 340023455	HARRISON	S MRF HR 2H S MRF HR 2H	03 OH 03	2 2	0.0390438954 0.0390439755 0.0390438954	1.09	1.00000	0.00 0.00 0.00		344.6 13.4 1,723.3	6 6 SV	11665.75 455.47 65122.81	01 05	
3/2016 340023455 3/2016	HARRISON RH HAMILTON HARRISON	S MRF HR 2H	0H 03 0H	3	0.0390439755	100000	1.00000 27.92 1.00000	0.00 5,873.57 229.33	163,989. 6,402		6 OF	2,542.64		163,608.0 6,387.0
340023455 3/2016		S MRF HR 2H	03 0H	3	0.0390438954		1.00000	0.00		190.5 7.4	6 SV			0,007.
340023455 3/2016 340023455	HARRISON RH HAMILTON	S MRF HR 2H	03 OH 03	4	0.0390438954 0.0390435474 0.0390438954	-	0.28	234,208.23 9,144.41 0.00	2,569	DELET STOLLAR SCHOOL AND		39659.70 1,548.48 9434.88	03 21	16,715 652
3/2016 340032455 3/2016	HARRISON RH HAMILTON HARRISON	IS MRF HR 4H	0H 03 0H	2	0.0390435474 0.0390438954 0.0390440867	1.09	1.00000 2.04 1.00000	0.00 43,520.97 1,700.00	88,917	31372 K		368.38 20712,85 808.69	1 1	11,144. 435.
340032455 3/2016		IS MRF HR 4H	03 ОН	2	0.0390438954 0.0390440867	1.09	1.00000	0.00				397.91 15.55	18	
340032455 3/2016	RH HAMILTON HARRISON	IS MRF HR 4H	03 ОН	2	0.0390438954 0.0390440867		1.00000	0.00 0.00		247.6 9.6	1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 -	8382.38 327.29	1 1	
340032455  3/2016	HARRISON	IS MRF HR 4H	03 OH	2	0.0390438954 0.0390440867	1	1.00000	0.00		1,238.3 48.3	4	46793.77 1,827.02	05	
340032455 3/2016 340032455	HARRISON	IS MRF HR 4H	03 OH 03	3	0.0390438954 0.0390439100 0.0390438954	RI	27,92 1,00000	3,177.50 124.05 0.00	A Contraction	and the second s	5			88,441 3,453
3/2016 340032455	HARRISON	IS MRF HR 4H	OH 03	4	0.0390439100		1.00000 0.28	0.00 194,377.58	54,617	.89	HAVE A DESCRIPTION OF A DESCRIPTION	32914.97	03	13,872.
3/2016 340032455 3/2016	HARRISON RH HAMILTON HARRISON	IS MRF HR 4H	0H 03 0H	4	0.0390438005 0.0390438954 0.0390438005		1.00000	7,589.25 0.00 0.00		.49		1,285.13 7830.34 305.73	21	541.
340033455 3/2016		IS MRF HR 6H	03 OH	2	0.0390438954	1,09	1	46,238.91	94,470	Concert and the second s		22006.35 859.20	10	11,840 462
340033455 3/2016	RH HAMILTON HARRISON	IS MRF HR 6H	03 OH	2	0.0390438954	RI	1.00000	0.00				422.76 16.49	1.15388.255-	
340033455 3/2016 340033455	HARRISON	S MRF HR 6H	03 OH 03	2	0.0390438954	RI	1,00000	0.00		263.1	28	347.72		
3/2016 3/2033455	HARRISON	IS MRF HR 6H	0H 03	3	0.0390438954 0.0390437376 0.0390438954	RI	1.00000	0.00		1,315.6 51.3	57	1,941,11	Depender -	109,578
3/2016 340033455	HARRISON RH HAMILTOI	IS MRF HR 6H	OH 03	3	0.0390439204	RI	1.00000	153.65 0.00	4,289	.72 5.6	58 18 SV			4,278
3/2016 340033455 3/2016	HARRISON RH HAMILTON HARRISON	IS MRF HR 6H	OH 03 OH	. 4	0.0390439204	1030	1.00000 0.28 1.00000	0.00 218,973.89 8,549.59	61,529	States and Party of the States	58	37079.99	11055068	15,628 610

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Product Cod	) WI - Working Interest cf) RI - Royalty Interest Isate (bbl) OR - Overriding Roya			Tax	Type	Codes		egend			Dec	duct Codes (D	ed Cd)			
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensa 4 - Plant Proc	të (bbl) lucts (gal) lensatë (bbl)	WI - Working RI - Royalty	g Interest Interest	SV-S OF-O AV-J CN-O EN-I ES-E EX-O	Severan Oil and Ad Valor Conserv Environ Environ Emerge Dil Extra	ice Tax Gas Fee rem vation Tax mental Tax ncy School Tax		PE - Pe PR - Gi PV - Pr RF - Er RG - Pi RS - O	arginal Production T troleum Excise Tax ross Production Tax ivilege Tax ergy Resource Rev peline Tax field Site Restoratio identified Tax	olving Fund	01 - 0 03 - 1 04 - 7 05 - 7 07 - 1 08 - 7 09 - 0	Compression Processing Treating Transportation Fuel Marketing Other	15 - Jl 16 - U 17 - G 18 - G 19 - Tr 20 - Tr	B Netting nutilized Capacity athering Compre- athering Compre- ansportation Con ansportation Con rocessing Fuel	ision Ision Fu Ipressio	'n
03 - Sale		ease Use	OT - Other			mental Tax ocessor Tax			tate Withholding Tax	×		Gathering Property Expens	e			
Property Number		Property Nar	ne	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value	s	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value S
Sales Date: Month/Year	-51	County Nam	ie	ST		Disbursement	Int Type	GMI	Owner Volume	Owner Gros Value \$	55	Owner Sev. Tax \$	State Withholding	Owner Deducts \$	Cu	Owner Net Value \$
340033455 3/2016	RH HAMILTON HARRISON	S MRF HR 6H	I. Andreas	03 ОН	4	0.0390438954	18 AL	1.00000	0.00			IUA V	Thunioung	8821.18 344.43	21	Value 3
1340034455 03/2016	RH HAMILTON	S MRF HR 8F	1	03 ОН	2	0.0390438954	1.09	2.04	49,787.46	101,720				23695,24 925,16	10	12,749.5
1340034455 03/2016	HARRISON	S MRF HR 8H	ł	03 0H	2	0.0390438954	1.09	1.00000	0.00		.5/			455.20	18	497.7
1340034455 03/2016	HARRISON RH HAMILTON HARRISON	IS MRF HR 8H	4	03 0H	2	0.0390438954	1.09	1.00000	0.00 0.00 0.00			283.32 11.07	OF	17.77 9589.34 374.40	01	
1340034455 03/2016	RH HAMILTON	IS MRF HR 8H	1	03 0H	2	0.0390438954	1.09	1.00000	0.00			1,416.62	sv	53531.49 2,090.08	05	
1340034455	RH HAMILTON	IS MRF HR 8H	<b>1</b>	03 ОН	3	0.0390438954		27.92	4,168.20	116,375	1998	156.64 6,12	OF			116,062.6 4,531.5
1340034455 03/2016	RH HAMILTON HARRISON	IS MRF HR 8	4	03 ОН	3	0.0390438954	10000220120	1.00000	0.00	bi to show the		156,64 6.12	sv			
1340034455 03/2016	RH HAMILTON HARRISON	IS MRF HR 8H	1	03 OH	4	0.0390438954 0.0390436734	A	0.28 1.00000	201,852.58 7,881.11	00,110	12.24			34180.75 1,334.56	03	14,406.0 562.4
1340034455 03/2016	RH HAMILTON HARRISON	ISMRFHR8	4	03 ОН	4	0.0390438954	1	1.00000	0.00	DUE DE C				8131.46 317.48	21	
1340035455 03/2016	RH HAMILTON HARRISON	S MRF HR 10	DH	03 OH	2	0.0390438954	CONTRACTOR OF	2.04 1.00000	51,957.80 2,029.00	100,10	05258.33			24728.17 965.48	10	13,305.3 519.4
1340035455 03/2016	RH HAMILTON HARRISON	S MRE HR 10	н	03 OH	2	0.0390438954	8-1000001083	1.00000	0.00 0.00	A REAL PROPERTY				475.04 18.54	18	
1340035455 03/2016	RH HAMILTON HARRISON	S MRF HR 10	DH	03 OH	2	0.0390438954 0.039043764	a second have	1.00000	0.00			295.67 11.56	OF	10007.36 390.71	01	
1340035455 03/2016	RH HAMILTON HARRISON	S MRF HR 10	H	03 OH	2	0.0390438954 0.039043764	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	1.00000	0.00			1,478.37 57.72	SV	55865.05 2,181.20	05	
1340035455 03/2016	RH HAMILTON HARRISON	S MRF HR 10	н	03 ОН	3	0.0390438954		27.92 1.00000	4,624.33 180.55	120,11		163.47 6.40	OF			128,785.1 5,028.2
1340035455 03/2016	RH HAMILTON HARRISON	S MRF HR 10	ЭН	03 ОН	3	0.0390438954	3	1.00000	0.00 0.00	1		163.47 6.40	sv			
1340035455 03/2016	RH HAMILTON HARRISON	NS MRF HR 10	DH	03 ОН	4	0.0390438954	ST SERVICE	0.28 1.00000	203,075.11 7,928.83		1002203-11			34387.78 1,342.64	03	14,493.3 565.8
1340035455 03/2016	RH HAMILTON HARRISON	S MRF HR 10	DH	03 OH	4	0.0390438954	2 TATERNER	1.00000	0.0	C. Harris Charles				8180.71 319.41	21	
Overner Niverh	er: 2021588-1								Owner Total	55,395	78	398,09	0.00	25,865.60		29,132.0

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05/30/2016

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Product Cod	les (PC)	Interest Type	Tax	Type	Codes	L	egend		T	Deduct Codes (	Ded Cd)		*******	
1 - Oil (bbl) 2 - Gas (mcl) 3 - Condense 4 - Plant Pro D - Drip Cond Disposition ( 03 - Sale	ate (bbl) ducts (gal) densate (bbl) Codes (DC)	WI - Working Interest RI - Royalty Interest OR - Overriding Royalty ease Use OT - Other	SV-5 OF-0 AV-7 CN-0 EN-1 ES-E EX-0 FB-7 FE-1	Severan Oil and O Vd Valor Conserv Environr Emerger Oil Extra Federal I Environn	ce Tax 3as Fee em ation Tax nental Tax icy School Tax		PE-Pe PR-Ge PV-Pe RF-Ee RG-PI RS-O UI-Un	arginal Production Tr troleum Excise Tax ous Production Tax villege Tax ergy Resource Revu peline Tax tifield Site Restoration dentified Tax tate Withholding Tax	siving Fund n	01 - Compression 03 - Processing 04 - Treating 05 - Transportation 07 - Fuel 6 - Marketing 09 - Other 10 - Gathering 14 - Property Expen	15-Ji 16-U 17-G 18-G 19-Ti 20-Ti 21-P	B Netting nutilized Capacity athering Compre- athering Compre- ransportation Con ransportation Con rocessing Fuel	ssion ssion Fu npressio	a
Property Number	[ 	Property Name	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value	\$ Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value S
Sales Data: Month/Year		County Name	ST		Disbursement	Int Type	GMI	Owner Volume	Owner Gross Value \$	and a subscription of the	State Withholding	Owner Deducts \$	00	Owner Net Value \$
340089455 3/2016 340089455 3/2016 340089455	RHF PETTAY S HARRISON RHF PETTAY S HARRISON RHF PETTAY S	NTG HR 2H	03 OH 03 OH 03	2 2 2	0.0034501531 0.0034501013 0.0034501631 0.0034501613 0.0034501531	1.09 RJ 1.09	2.05 1.00000 1.08000	81,250.71 280.00 0.00 0.00 0.00	166,838. 575.	61 461.41	OF	36855.52 124.05 743.12 2.56 15692.33	10 18 01	20,693. 71.
340099455 340099455 3/2016	HARRISON RHF PETTAY S HARRISON	S NTG HR 2H	OH 03 OH	2	0.0034501013 0.0034501531 0.0034501013	1.09	1.00000	0.00 0.00 0.00		1.59 2,307.07 7.96	sv	54,15 88085.97 303.91	06	
340089455 3/2016 340089455	RHF PETTAY S HARRISON RHF PETTAY S		03 OH 03	3	0.0034501531 0.0034501986 0.0034501531		26.54 1.00000	9,674.33 33.37 0.00	256,747. 885.	83 0.86 249.81	OF SV			255,247. 884.
3/2016 340089455 3/2016	HARRISON RHF PETTAY : HARRISON		OH D3 OH D3	4	0.0034501986 0.0034501531 0.0034501681		1,00000 0.28 1,00000	0.00 417,540.50 1,440.57 0.00	116,358. 401.	AND DESCRIPTION OF THE PARTY OF		70330.62 242.55	03	29,353 101
340089455 3/2016	RHF PETTAY		0H		0.0034501531 0.0034501681		1.00000	0.00	-			16672,82	21	-
340090455 3/2016	RHF PETTAY		он	2	0.0034501531 0.0034501624	RI	2.05 1.00000	261.00	155,215. 535.	1.20		36148.67 124.72	10	19,251 66
340090455 3/2016	RHF PETTAY	SINTG HR 4H	03 OH	2	0.0034501531 0.0034501624		1.00000	0.00 0.00				691.35 2.39	18	
340090455 3/2016	RHF PETTAY	S NTG HR 4H	03 OH	2	0.0034501531 0.0034501624	Sec. 1	1.00000	0.00 0.00		429.27 1.48	OF	14599.13 50.37	01	
340090455 3/2016	RHF PETTAY	S NTG HR 4H	03 ОН	2	0.0034501531 0.0034501624		1.00000	0.00 0.00		2,146.34 7.40	SV	81949.52	05	
1340090455 13/2018 1340090455 13/2016	RHF PETTAY : HARRISON RHF PETTAY : HARRISON		03 OH 03 OH	3	0.0034501531 0.0034501502 0.0034501531 0.0034501532		26.54 1,00000 1,00000	10,440.38 36.03 0.00 0.00	277,077. 955,		of			276,612 954
340090455 3/2016	RHF PETTAY	S NTG HR 4H	03 ОН	4	0.0034501531 0.0034501435	RI	0.28 1.00000	242,496.62 836.65	67,576. 233.			40846.19 140.92	03	17,047 58
340090455 13/2016	RHF PETTAY	S NTG HR 4H	03 OH	4	0.0034501531 0.0034501435	1 cont	1.00000	0.00 0.00				9683.14 33.41	21	
340091455 3/2016	RHF PETTAY HARRISON	S NTG HR 6H	03 OH	2	0.0034501531 0.0034501368	10/03/4396	2.05 1.00000	81,639.46 281.00	167,638. 578	DOUT MONTANI DA BARRETON		39041.43 134.70	10	20,792 71
340091455 3/2016	RHF PETTAY	SINTG HR 6H	03 OH	2	0.0034501531 0.0034501368	105575380	1.00000	0.00 0.00	Car Banada			748.68 2.57	18	
340091455 3/2016	RHF PETTAY	S NTG HR 6H	03 OH	2	0.0034501531	<b>EIRISEXS</b>	1.00000	0.00	13 3 5 10 5 5 5 1	463.62 1.60	OF	15767.41 54.40	10933-1	
340091455 3/2016	RHF PETTAY HARRISON	9 NTG HR 6H	03 OH	2	0.0034501531 0.0034501368	DR02988	1.00000	0,00 0.00		2,318,10 8,00	sv	88507.43 305.36	2010/02/02	
340091455 3/2016	RHF PETTAY HARRISON	S NTG HR 6H	03 ОН	3	0.0034501531	1	26.54 1.00000	10,158.76 35.05	Second age	CALL AND A	OF		-	_269,101 926
340091455 3/2016	RHF PETTAY HARRISON	S NTG HR 6H	03 ОН	3	0.0034501531	1	1.00000	0.00 0.00	1	251.01 0.87	sv			
340091455	RHF PETTAY	B NTG HR 6H	D3 OH	4	0.0034501531	10035TP6	0.28	338,349.48 1,167.36		States and a state state and a state		56991.67 196.63	Contraction of	23,78 8

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ASCENT RESOURCES - UTICA, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600

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CHECK DATE: OWNER: 05/30/2016 2021614-1

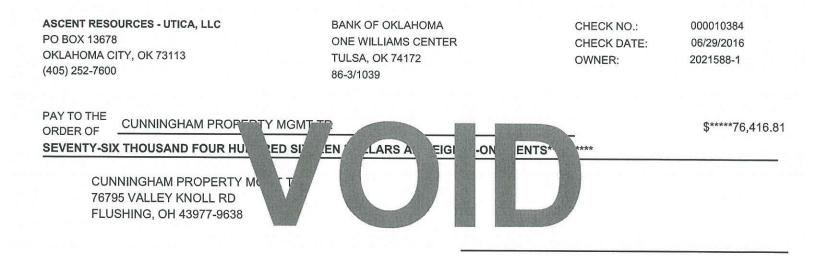
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Product Cod	ar (PC)	Interest Typ	oe	Tax	Type	Codes					De	duct Codes (D	ed Cd)			
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condense 4 - Plant Proc D - Drip Cond Disposition ( 03 - Sale	ate (bbl) ducts (gal) densate (bbl) Codes (DC)	WI - Workin RI - Royalty	g Interest	SV-S OF-C AV-A CN-C EN-E ES-E EX-C FB-F FE-E	Sevenar Dil and Valor Consen Environ Emerge Dil Extra Federal Environ	nee Tax Gas Fea rem vation Tax mental Tax ncy School Tax		PE - Pe PR - Ge PV - Pr RF - Er RG - Pi RS - O UI - Un	arginel Production T troleum Excise Tax oss Production Tax vilege Tax argy Resource Rev peline Tax fileld Sile Restoration dentified Tax tate Withholding Tax	rolving Fund	01 - 1 03 - 04 - 05 - 07 - 08 - 09 - 10 -	Compression Processing Treating Transportation	15 - Ji 16 - U 17 - G 18 - G 19 - Ti 20 - Ti 21 - Pi	B Netiling nutilized Capacity athering Compres ansportation Com ansportation Com rocessing Fuel	ision ision Fu npressio	'n
Property Number		Property Nar	me	DC	PC	Net Revenue	BTU Fact	Price \$	Gross Volume	Gross Value	es	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value 5
Sales Date: Month/Year	ine George State (1957)	County Nam	ne	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gro Value \$	55	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
340091455 3/2016	RHF PETTAN HARRISON	'S NTG HR 6H	part and	03 0H	4	0.0034501531	RI	1.00000	0.00	CONTRACTOR OF				13510.64 46.61	21	
340145455 3/2016	RHF PETTAY	S NTG HR 8H		03 ОН	2	0.0034501531 0.0034501638	1.09 RI	2.05 1.00000	72,253.54 249.00	148,363 51	3,97 1.88			34552.91 119.21	10	18,401.1 63.1
1340145455 33/2016	RHF PETTAN	SNTG HR 8H		03 ОН	2	0.0034501531	1	1.00000	0.00					660,84 2.28	18	
1340145455 03/2016	RHF PETTAN	YS NTG HR 8H		03 ОН	2	0.0034501531	1.000	1.00000	0.00	1		410.32 1.41	OF	13954.66 48.15	01	
1340145455 03/2016	RHF PETTAT	YSNTGHR8H		03 ОН	2	0.0034501531 0.0034501638	1	1.00000	0.00			2,051.60 7.08	sv	78331.90 270.25	05	
1340145455 03/2016	RHF PETTA	Y S NTG HR 8H		03 OH	3	0.0034501531	RI	26,54 1,00000	7,628.83	69	1.93 8.52	222.15 0.77	OF		Statistics of the second	202,017, 696.
1340145455 03/2016	RHF PETTA	Y S NTG HR 8H		03 OH	3.	0.0034501531	C 9515892	1.00000	0.00			222.15 0.77	sv			
1340145455 33/2016	HARRISON	Y S NTG HR 8H		O3 OH	4	0.0034501531		0.28 1.00000	260,115.39 897.44	25	6.75 0.09			43813.90 151.17	03	18,286. 63.
1340145455 03/2016	RHF PETTA	Y S NTG HR 8H		03 OH	4	0.0034501531	RI	1.00000	0.00	j				10386.67 35.83	21	the street two differences of particular
1340146455 03/2016	RHF PETTA HARRISON	Y S NTG HR 10	1	03 OH	2	0.0034501531		2.05 1.00000	77,639.50 268.00	55	3.56 0.04	and a star		37128.61 128.10	10	19,773. 68
1340146455 03/2016	RHF PETTA HARRISON	Y S NTG HR 10	1	03 OH	2	0.003450153	0.22625833	1.00000	0.00	0				710.10 2.45	18	
1340146455 03/2016	RHF PETTA HARRISON	Y S NTG HR 10	<b>1</b>	03 OH	2	0.0034501531	า ณ	1.00000	0.0	p in the second		440.91 1.52	OF	14994.90 51.73		
1340146455 03/2016	RHF PETTA HARRISON	Y S NTG HR 10	ł	03 OH	2	0.003450153	E LESKGARES	1.00000	0.0	P		2,204.53 7.61	SV	84171.05 290.40	05	
1340146455 03/2016	RHF PETTA HARRISON	Y S NTG HR 10	4	03 ОН	3	0.003450153	1	26.54 1.00000	7,782.8	5 71	8.28 2.63	238.71 0.83	OF			206,070. 710.
1340146455 03/2016	RHF PETTA HARRISON	Y S NTG HR 10	4	03 ОН	3	0.003450153 0.003450186	1	1.00000	0.0 0.0	0		238.71 0.83	sv			
1340146455 03/2016	RHF PETTA HARRISON	Y S NTG HR 10	H	03 ОН	4	0.003450153	3 1 mar 2 3 m 1	0.28	1,072.9	2 29	0.30 8,99			52380.96 180.72		21,861 75
1340146455 03/2016	RHF PETTA HARRISON	Y S NTG HR 10	H	03 0H	4	0.003450153 0.003450138	SC (7825880)	1,00000	0.0 0.0	TE NORTHER DE COLLEGER				12417.61 42.84	<ul> <li>(16)95321</li> </ul>	
	ber: 2021614-1		wanten antika erikation da		1	-			Owner Total	8,443	3.52	53.91	0.00	3,492.78	1-	4,896

# Case: 2:19-cv-03412-EAS-CMV Doc #: 21-7 Filed: 08/06/20 Page: 11 of 31 PAGEID #: 303 ASCENT RESOURCES - UTICA, LLC PO BOX 13678 CHECK NO.: 000010384 OKLAHOMA CITY, OK 73113 CHECK DATE: 06/29/2016 (405) 252-7600 OWNER: 2021588-1 Page 1 of 7 Legend Product Codes (PC) Interest Type Tax Type Codes

Product Codes (P	C)	Interest Ty	pe	Tax	Туре	Codes		_			Deduct Codes	(Ded Cd)	and the set		
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensate (b 4 - Plant Products D - Drip Condensate Disposition Codes	(gal) ite (bbl)	WI - Workii RI - Royalt OR - Overr		OF AV CN EN ES EX FB	- Oil an - Ad Va - Conse - Enviro - Emerg - Oil Ex - Federa	ervation Tax onmental Tax gency School Tax traction al Backup Withhold	ing	PE - Petro PR - Gross PV - Privile RF - Energ RG - Pipel RS - Oilfiel UI - Unider	y Resource Revolution ne Tax d Site Restoration ntified Tax	ving Fund	01 - Compressio 03 - Processing 04 - Treating 05 - Transportati 07 - Fuel 08 - Marketing 09 - Other 10 - Gathering	16 - L 17 - C ion 18 - C 19 - T 20 - T	IB Netting Jnutilized Capa Sathering Com Gathering Com Transportation Processing Fue	pression pression Compres Compres	I Fuel ssion
03 - Sales	10 - L	ease Use	OT - Other	10.000		nmental Tax Processor Tax		WH - State	Withholding Tax		14 - Property Ex	pense			
Property Number		Property Nan	ne	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year		County Nam	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$

Details follow this page.



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Product Cod	des (PC)	Interest Ty	pe	Tax	( Туре	Codes	-	Legend			Deduct Codes	(Ded Cd)	tining and a second		
1 - Oil (bbl) 2 - Gas (mcf 3 - Condens 4 - Plant Pro	) ate (bbi) ducts (gal) densate (bbi) Codes (DC)	Wi - Workin Ri - Royalty	ig Interest	SV- OF AV- CN EN- ES- FB- FE-	Severa Oil and Ad Valo Conser Emviror Emerge Oil Extr Federal Environ	nce Tax Gas Fee Kom vation Tax mental Tax ancy School Tax		PE-P PR-G PV-P RF-E RG-F RS-C UI-Ur	terginal Production etroleum Excise Tax irose Production Tax aivliege Tax nerry Resource Re "peline Tax ilfield Site Restorati ildentified Tax state Withhelding Ta	volvina Fund	01 - Compression 03 - Processing 04 - Treating 05 - Transportation 07 - Fuei 08 - Marketing 09 - Other 10 - Gathering 14 - Property Expe	15-J 16-L 17-( 18-C 19-1 20-1 21-F	IB Netting Jnutilized Capaci Sathering Compre ransportation Co Transportation Co Transportation Co Processing Fuel	ession Ission Fi mpressi	ón
Property Number		Property Nar	me	DC	PC	Net Revenue	BTU Fact	Price \$	Gross	Gross Value		Tax Type	Deducts \$	Ded	Net
Sales Date:	B. A.	County Nam	ne	ST		Disbursement	Int	GMI	Volume Owner	Owner Gros		Code State	Owner	Cd	Value \$ Owner Net
Month/Year 1340023455	RHHAMILTON	IS MRF HR 2	and block and	03	2	Decimal 0.0390438954	1.10	2.29	Volume 53,988.48	Value \$ 123,762	Tax \$	Withholding	Deducts \$ 435.23	00	Value \$
12/2015	HARRISON			OH		0.0390439494	20.00	1.00000	2,109.00	122093	16	A SAME	17.00		3,149.5
1340023455	RH HAMILTON HARRISON	IS MRF HR 21		03 OH	2	0.0390438954	100000060	1.00000	0,00	Station The			3964.06 154.77	07	
1340023455	RH HAMILTON	IS MRF HR 2	1	03	2	0.0390438954	1012222-56		0.00				23207.84	10	
12/2015	HARRISON			OH		0.0390439494	1000	1.00000	6.00	1			906.13		
1340023455 12/2015	RH HAMILTON HARRISON	IS MRF HR 21		03 0H	2	0.0390438954	1973-5379	1.00000	D,00 0.00		273.12	2 250 CT. 0-0 5-0 848/	9669.47 377.52	30576	
340023455	RH HAMILTON	S MRF HR 21	1 and the second	03	2	0.0390438954	1.10		0.00		1,365.61	THE REPORT OF THE PARTY OF THE	4180.61		
12/2015	HARRISON	0 MPF		OH 03		0.0390439494	RI	1.00000	0.00		53.32	A BALLASSILE	163.23		
1340023455 12/2015	RH HAMILTON HARRISON	S MRF HR 2F	1	OH	3	0.0390438954 0.0390438897	RI	26.64 1.00000	6,304.99 246.17	167,972. 6.558.		OF			166,783.0 6,511.0
340023455	RH HAMILTON	S MRF HR 2H	1	03	3	0.0390438954			0.00		594.28	sv			
2/2015	HARRISON	-		0H	-	0.0390438897	RI	1.00000	0.00	The statement of an and pract	23.21				
340023455 2/2015	RH HAMILTON	S MRF HR 2H	A state of the	OH	1	0.0390438954 0.0390435354	RI	0.37 1.00000	6,689.20	63,197.2 2,487.4	CALL SET SHE OWN THIS SHE SHE		31732.66 1,238.96	03	24,581.3
340023455 2/2015	RH HAMILTON	S MRF HR 2H	r.	03 0H	4	0.0390438954	RI	1.00000	0.00 0.00				6883.24	09	1 and a
340023455 4/2016	RH HAMILTON HARRISON	S MRF HR 2H	l	03 0H	2	0.0390438954 0.0390437102		2.11 1.00000	55,469.00 2,164.00	116,952.0 4,566.1	(c)		25708.91 1,003.77	10	24,152.7 943.0
340023455 4/2016	RH HAMILTON HARRISON	S MRF HR 2H	I	03 ОН	2	0.0390438954 0.0390437102		1.00000	0,00 0.00				860.17 33.60	18	
340023455 4/2016	RH HAMILTON	S MRF HR 2H	I	03 ОН	2	0.0390438954		1.00000	0.00 0.00		315.51 12.32	OF	10712,05 418.23	01	
340023455 4/2016	RH HAMILTON HARRISON	S MRF HR 2H	•	03 ОН	2	0.0390438954 0.0390437102		1.00000	0.00 0.00		1,577.57	sv	53625.06 2,093.73	05	
340023455 4/2016	RH HAMILTON	S MRF HR 2H		03. OH	3	0.0390438954	RJ	30.38 1.00000	4,696.78 183.39	142,702,0 5,571.0	COLOR SHALL WE ARREST IN A CARDING YOUR	OF			140,640.0 5,491,1
340023455 4/2016	RH HAMILTON HARRISON	S MRF HR 2H		03 OH	3	0.0390438954	RI	1,00000	0.00 0.00		1,031.02	A CONTRACTOR MANAGE			
340023455 4/2D16	RH HAMILTON HARRISON	S MRF HR 2H		03 ОН	4	0.0390438954 0.0390438742	RI	0.30 1.00000	217,925.62 8,508.65	64,846.2 2,531.8	C/16 1		37053.41 1,446.71	03	20,717.2 808.8
340023455 4/2016	RH HAMILTON HARRISON	S MRF HR 2H		03 0H	4	0.0390438954 0.0390438742	RI	1.00000	0.00 0.00				7075.64 276.26	21	
340032455 2/2015	RH HAMILTON HARRISON	S MRF HR 4H		03 OH	2	0.0390438954 0.0390437900	OFFICE AND A	2.29 1.00000	36,419.03 1,421.00	83,486.2 3,259.6			293,59 11,47	06	54,324.5 2,121.0
340032455	RH HAMILTON	S MRF HR 4H	C. State and St	03 OH	2	0.0390438954	1020303401	1.00000	0.00				2674.04	07	
	RH HAMILTON	S MRF HR 4H		03	2	0.0390438954	REAL	1.00000	00.00				104.41	10	
2/2015	HARRISON			OH		0.0390437900		1,00000	0.00				611,27		
Share and the second	RH HAMILTON	S MRF HR 4H		03 OH	2	0.0390438954	STREET	1.00000	0.00 0.00	and software	199.32	OF	6522.74 254.68	01	
A STATE OF A STATE	RHHAMILTON	S MRF HR 4H		03	2	0.0390438954	12220	1.0000	0.00		996.60	sv	2820.11	05	
	HARRISON			OH		0.0390437900	And the Real Property of the International Property of the Interna	\$.00000	0.00		38,92		110.08	No.	
340032455	RH HAMILTON HARRISON	S MRF HR 4H		O3 OH	3	0.0390438954		26.64 1.00000	4,122.69 160.99	109,833.3		OF			109,054.0 4,257.9

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Product Co	des (PC)	Interest Ty	/pe	Tax	Type	Codes		Legend			Deduct Codes	(Dad Cd)			
1 - Oil (bbl) 2 - Gas (mc 3 - Condens 4 - Plant Pro	f) sate (bbl) oducts (gal) ndensate (bbl) Codes (DC)	WI - Workin RI - Royalty	ng Interest	SV- OF- AV- CN- EN- ES- FB- FE-	Severa Oil and Ad Valo Conser Enviror Enviror Federa Environ	nce Tax I Gas Fee xem rvation Tax nmental Tax ency School Tax		PE-P PR-G PV-P RF-E RG-P RS-C UI-Ur	targinal Production T etroleum Excise Tax ross Production Tax rivillago Tax nergy Resource Rev ipeline Tax Rifeld Site Restoratis identified Tax State Withholding Ta:	volving Fund	01 - Compression 03 - Processing 04 - Treating 05 - Transportation 07 - Fuel 08 - Marketing 09 - Other 10 - Gathering 14 - Property Expe	15 - J 16 - L 17 - C 18 - C 19 - T 20 - T 21 - P	IB Netting Inutilized Capacit Sathering Compre Sathering Compre ransportation Cou ransportation Cou ransportation Cou	ssion ssion F mpressi	on
Property Number		Property Na	me	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value	\$ Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year		County Nar	ne	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gros Value \$	s Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
1340032455 12/2015	RH HAMILTO HARRISON	N S MRF HR 4	н	03 ОН	3	0.0390438954 0.0390439662	RI	1.00000	0.00		389.66 15.2	1000			
1340032455 12/2015 1340032455 12/2015	HARRISON	N S MRF HR 4		03 OH 03 OH	4	0.0390438954 0.0390438263 0.0390438954 0.0390438263		0.37	146,468.75 5,718.69 0.00 0.00	2,109	CONTRACTOR OF THE OWNER		27128.72 1,059.21 5884.58 229.76	03 09	21,014.9 820.5
1340032455 04/2016	RH HAMILTO	N S MRF HR 4		03 ОН	2	0.0390438954 0.0390438875	1.09 RI	2.11 1.00000	38,495.00 1,503.00	81,162 3,168	11.2.2.2		17841.55 696.61	10	16,760.8 654.3
1340032455 04/2016 1340032455	HARRISON	N S MRF HR 41		03 OH 03	2	0.0390438954 0.0390438875 0.0390438954	RI	1.00000	0.00 0.00 0.00				596.94 23.32		
04/2016 1340032455	HARRISON	N S MRF HR 4		0H 03	2	0.0390438954	RI	1.00000	0.00		218.96 8.55 1,094.81		7433.98 290.27 37214.87	01	
04/2016	HARRISON	S MRF HR 4	4	ОН 03	3	0.0390438875	Course of the	1.00000	0.00 2,725.14	82,797.	42.75	1	1,453.01		81,598.3
04/2016 1340032455	a per anna se anna se anna	NS MRF HR 4		0H 03	3	0.0390439901		1,00000	106.40 0.00	3,232.	599.78	sv			3,185.9
04/2016 1340032455 04/2016	HARRISON RH HAMILTON HARRISON	S MRF HR 4	4	0H 03 0H	4	0.0390439901 0.0390438954 0.0390438749		1.00000 0.30 1.00000	0.00 174,572.05 6,815.97	51,945. 2,028.	220		29682.09 1,158.89	03	16,595.8 647.9
1340032455 04/2016	RH HAMILTON HARRISON	IS MRF HR 4	1	03 ОН	4	0.0390438954 0.0390438749	RI	1.00000	0.00 0.00				5668.03 221.31	21	
1340033455 12/2015	HARRISON	IS MRF HR 61		03 OH	2	0.0390438954 0.0390437554	States and	2.29 1.00000	32,333.73 1,263.00	74,121. 2,893.	COLUMN THE REAL PROPERTY OF		260.66 10.17	06	48,239.7 1,883,4
340033455 2/2015 340033455	HARRISON	S MRF HR 6		03 OH 03	2	0.0390438954 0.0390437554	RI	1.00000	0.00 0.00 0.00				2374.08 92.69	07	
2/2015 340033455	HARRISON	ISMRFHR6		0H 03	2	0.0390438954 0.0390437554 0.0390438954	RI	1.00000	0.00		175.46	OF	13899,18 542,67 5791,05	10	
2/2015 340033455	HARRISON RH HAMILTON			OH 03	2	0.0390437554	RI	1.00000	0.00 0.00		6.85		226.09 2503.77	01	
2/2015 340033455 2/2015	HARRISON RH HAMILTON HARRISON	IS MRF HR 6	1	0H 03 0H	3	0.0390437554 0.0390438954 0.0390439658		1.00000	0.00 4,361.67	116,200.	All the second sec	OF	97.76		115,375,7
340033455 2/2015		IS MRF HR 6H	ł ,	03 0H	3	0.0390438958 0.0390438954 0.0390439658		1.00000	170.28 0.00 0.00	4,536.	91 16.08 412.13 16.08	sv			4,504.7
340033455 2/2015	RH HAMILTON HARRISON	IS MRF HR 6F	1	03 OH	4	0.0390438954 0.0390440345	5754	0.37 1.00000	136,764.65 5,339.81	50,448. 1,969.	68		25331.34 989.03	03	19,622.6 766.1
340033455 2/2015	RH HAMILTON HARRISON	IS MRF HR 6H	1	03 0H	4	0.0390438954 0.0390440345	RI	1.00000	0.00 0.00				5494,71 214,53	09	
340033455 4/2016	HARRISON	IS MRF HR 6H		03 0H	2	0.0390438954 0.0390438158	RI	2.11 1.00000	42,639.00 1,667.00	89,899. 3,510.			19762.17 771.61	10	18,565.1 724.7
340033455 4/2016	RH HAMILTON HARRISON			03 0H	2	0.0390438954 0.0390438158	RI	1.00000	0.00 0.00				661.21 25.83	18	
340033455 4/2016	RH HAMILTON	IS MRF HR 6H	ł	03 0H	2	0.0390438954 0.0390438158		1.00000	0.00 0.00		242.53 9.48		8234.24 321.51	01	

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Product Cod	les (PC)	Interest Type		Tax	Туре	Codes		egend			De	duct Codes (I	Ded Cd)			
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condense 4 - Plant Prod D - Drip Cond Disposition ( 03 - Sale	ate (bbl) ducts (gal) densate (bbl) Codes (DC)	WI - Working I RI - Royalty In OR - Overridir ease Use	nterest	OF- AV- CN- ES- ES- FB- FE-	Ad Valor Conserv Environ Emerge Oil Extra Federal Environ	Gas Fee rem ration Tax mental Tax ney School Tax		PE-Pe PR-Gr PV-Pr RF-Er RG-PI RS-OI UI-Uni	arginal Production 1 drokeum Excise Tax troke Production Tax ivilege Tax sergy Resource Res peline Tax lifeld Sile Restoratis identified Tax tate Withholding Ta	roiving Fund	03 - 04 - 05 - 07 - 08 - 09 - 10 -	Compression Processing Treating Transportation Fuel Marketing Other Gathering Property Expense	16 - Ui 17 - G 18 - G 19 - Tr 20 - Tr 21 - Pi	B Netling nutilized Capacity athering Compre- athering Compre- ansportation Com ansportation Com roccessing Fuel	ssion ssion Fi npressio	n
Property Number		Property Name	9	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Valu	e S	Sev. Tax S	Tax Type Code	Deducts \$	Ded Cd	Net Value S
Sales Date: Month/Year		County Name		ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gro Value \$	55	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
340033455 4/2016	RH HAMILTON HARRISON	S MRF HR 6H		03 ОН	2	0.0390438954 0.0390438158	1.09 RI	1.00000	0.00			1,212.66 47.36	SV	41221.01 1,609.43	05	
340033455 )4/2016  340033455	RH HAMILTON HARRISON RH HAMILTON			03 OH 03	з 3	0.0390438954 0.0390439840 0.0390438954	RI	30,38 1,00000	3,466.65 135,36 0.00	4,112	100835-01	761.62 29.75 761.62	OF SV		And a start	103,603.8 4,052.8
4/2016	HARRISON			OH		0.0390439540	Ri	1,00000	0.00			29.75	and the second			
1340033455 04/2016	RH HAMILTON HARRISON	S MRF HR 6H		03 ОН	4	0.0390438954 0.0390439823	RJ	0.30 1.00000	205,033.81 8,005.32	61,010 2,382	- 110 B			34861.44 1,361.13	03	19,491.6 761.0
1340033455 04/2016	RH HAMILTON HARRISON	S MRF HR 6H		03 ОН	4	0.0390438954 0.0390439823	RI	1.00000	0.00 0.00					6657.07 259.92	21	
1340034455	RH HAMILTON	S MRF HR 8H		03 OH	2	0.0390438954	1.10 RI	2.29 1.00000	45,979.13	100,10	March 1			370.66 14.40	06	68,693,8
1340034455	RH HAMILTON	S MRF HR 8H		03 OH	2	0.0390438954	10100035000	1.00000	0.00		AL AL			3375.98 131.81	07	
340034455	RH HAMILTON	S MRF HR 8H		03 ОН	2	0.0390438954	-CH3200444	1.00000	0.00	E-PECZESSIE	A LEAST			19764.89 771.69	10	
1340034455 12/2015	RH HAMILTON	S MRF HR 8H		03	2	0.0390438954	1.10 RI	1.00000	0.00			233.48 0.12	OF	8234.98 321.53	01	
1340034455 12/2015	RH HAMILTON HARRISON	S MRF HR 8H		03 OH	2	0.0390438954 0.0390438896	and the second second	1.00000	0.00 0.00			1,167.41 45.59	ŝV	3560,40 139.01	05	
1340034455 12/2015	RH HAMILTON HARRISON	S MRF HR 8H		03 ОН	3	0.0390438954 0.0390439248	RI	26.64 1.00000	5,945.27 232.12	158,388 6,184	1.	559.96 21.87	OF			157,268.0 6,140.3
1340034455 12/2015	RH HAMILTON HARRISON	S MRF HR 8H		03 ОН	3	0.0390438954 0.0300430248	RI	1.00000	0.00 0.00			559.96 21.87	sv			
1340034455 12/2015	RH HAMILTON HARRISON	S MRF HR 8H		03 ОН	4	0.0390438954 0.0390437949	RI	0.37 1.00000	154,318.40 6,025.19	Sale Barrows	1000.44			28582.62 1,115.99	03	22,141.2 864.4
1340034455 12/2015	RH HAMILTON HARRISON	S MRF HR 8H		03 OH	4	0.0390438954 0.0390437949	RI	1.00000	0.00					6199.95 242.08	09	
1340034455 01/2016	RH HAMILTON	S MRF HR 8H		03 0H	2	0.0390438954		2.11 1.00000	48,139.00 1,878.00	1				22311.62 871.13	10	20,960.0 818.3
1340034455 )4/2016	RH HAMILTON HARRISON	S MRF HR 8H		03 OH	2	0.0390438954 0.0390438141	and	1.00000	0.00					746.51 29.15	18	
1340034455 14/2016	RH HAMILTON	S MRF HR 8H		03 ОН	2	0.0390438954 0.0390438141	1	1.00000	0.00		-	273.82 10.68	OF	9296.51 362.99	01	
1340034455 )4/2016	RH HAMILTON	S MRF HR 8H		03 ОН	2	0.0390438954		1.00000	0.00	1		1,369.11 53.44	sv	46538.79 1,817.05	05	
340034455 94/2016	RH HAMILTON HARRISON	S MRF HR 8H		03 OH	3	0.0390438954	RI	30.38 1.00000	3,553.73	a stand a loss of the second	STATE .	781.60 30.52	OF			106,409. 4,154.
340034455 04/2016	RH HAMILTON HARRISON	S MRF HR 8H		03 OH	3	0.0390438954	RI	1.00000	0,00 0.00	TANK CALLER		781.60 30.52	SV			
1340034455 04/2016	RH HAMILTON	S MRF HR 8H		03 ОН	4	0.0390438954	RI	0.30	198,250.96 7,740 48	1 00,00	1000			33708,17 1,316.08	03	18,846. 735.
1340034455 04/2016	RH HAMILTON HARRISON	S MRF HR 8H		03 ОН	4	0.0390438954	RI	1.00000	0.00					6436.84 251.32	21	
340035455	RH HAMILTON HARRISON	S MRF HR 10H	I	03 OH	2	0.0390438954	13/2 13 2012	2.29 1.00000	36,118.34 1,409.00	A COLOR DE LA COLORIS DE LA	REPORT	Real Providence		291.15 11.37	06	53,908 2,104

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Product Cod	es (PC)	Interest Type			Codes		egend			Deduct Codes	(Ded Cd)			
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condense 4 - Plant Proc D - Drip Cond Disposition ( 03 - Sale	ate (bbl) fucts (gal) densate (bbl) Codes (DC)	Wi - Working Interest RI - Royalty Interest OR - Overriding Royalty ease Use OT - Other	OF AV/ CN EN ES FB FB FE	Ad Valor Consett Environ Emerge Dil Extra Federal Environ	Gas Fee rem vation Tax mental Tax ncy School Tax		PE - P PR - G PV - Pi RF - E RG - P RS - O UI - Un	arginal Production T strokeum Excise Tax ross Production Tax villege Tax nergy Resource Rev ipeline Tax itheld Site Restoratio identified Tax itale Withholding Tax	olving Fund	01 - Compression 03 - Processing 04 - Treating 05 - Transportation 07 - Fuel 08 - Markoting 09 - Other 10 - Gathering 14 - Property Expe	16-U 17-G 18-G 19-T 20-T 21-P	IB Netling Inutilized Capacity Sathering Compre- Sathering Compre- ransportation Cor ransportation Cor rocessing Fuel	ssion ssion Fi npressio	'n
Property Number		Property Name	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value	\$ Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value S
Sales Date: Month/Year	i de la com	County Name	ST		Disbursement	Int Type	GMI	Owner Volume	Owner Gros Value S		State Withholding	Owner Deducts \$	Gu	Owner Net Value S
340035455 2/2015 340035455	HARRISON	IS MRF HR 10H	03 OH 03	2	0.0390438954 0.0390440521 0.0390438954	1.10 RI	1.00000	0.00 0.00 0.00				2651.81 103.52 15525.20	07	
2/2015 340035455	HARRISON RH HAMILTON	IS MRF HR 10H	OH C3	2	0.0390440521	1.10	1.00000	0.00		191.7	The second s	606.16 6468.53		
2/2015 340035455 2/2015	HARRISON RH HAMILTON HARRISON	IS MRF HR 10H	OH 03 OH	2	0.0390440521 0.0390438954 0.6390440521	1.10	1.00000	0.00 0.00 0.00	a gung a	7.4 958.5 37.4	2 SV	252.56 2796.67 109.21	05	
340035455 2/2015	North Carlos and Carlos	IS MRF HR 10H	03 OH	3	0.0390438954 0.0390437563	RI	26.64 1.00000	4,631.61 180.83	123,391 4,817					122,517.5 4,783.5
340035455 2/2015	HARRISON	ISMRFHR 10H	03 OH	3	0.0390438954 0.0390437563	RI	1.00000	0.00 0.00 121,499.65		437.0 17.0	20 C			
340035455 2/2015 340035455	HARRISON	IS MRF HR 10H	03 OH 03	4	0.0390438954 0.0390440416 0.0390438954	RI	0,37 1.00000	4,743.83	1,749	COLUMN THE PROPERTY AND INCOME.		22503.98 878.63 4881.42		17,432.4 680.6
2/2015	HARRISON		OH	Ser Contraction	0.0390440416	RI	1,00000	0.00				190.59		
1340035455 14/2016	RH HAMILTON HARRISON	IS MRF HR 10H	03 ОН	2	0.0390438954 0.0390440547	RI	2.11 1.00000	46,574.00 1,819.00		1000		21586.00 842.81		20,278.8 791.7
1340035455 04/2016	RH HAMILTON HARRISON	S MRF HR 10H	03 OH	2	0.0390438954 0.0390440547	RI	1.00000	0.00				722.23 28.20		
1340035455 04/2016	HARRISON	IS MRF HR 10H	03 OH 03	2	0.0390438954	RI	1.00000	0.00 0.00 0.00		264.9	6	8994.17 351.18 45025.26		
1340035455 04/2016 1340035455	HARRISON	IS MRF HR 10H	0H	3	0.0390438954 0.0390440547 0.0390438954		1.00000	0.00		1,324.5 51.7 34 870.0	1	1,757.95		117,073.1
04/2016 1340035455	HARRISON	IS MRF HR 10H	ОН 03	3	0.0390439323	RI	1.00000	152.68	4,638	CALLS A STOCKASTING OF THE STOCKES OF THE	8			4,570.9
04/2016 1340035455	HARRISON	NS MRF HR 10H	0H 03	4	0.0390439323	and the	1.00000	0.00	Internet and	73	8	31447.05	03	17,582.6
04/2016 1340035455	HARRISON	NS MRF HR 10H	ОН 03	4	0.0390442544	100	1.00000	7,221.28	2,148	Contraction of the second s		1,227.81		686.5
04/2016	HARRISON		OH 03	2	0.0390442544	1	1.00000	0.00		00		234.47		25 700 0
340089455 )4/2016  340089455	RHF PETTAY HARRISON RHF PETTAY		OH 03	2	0.0034501531 0.0034501447 0.0034501531	RI	2.11 1.00000	285.00	600	CONTRACTOR AND ADDRESS OF ADDRESS OF		132.49		35,790.6 123.4
04/2016	HARRISON		ОН 03	2	0.0034501447	RI	1.00000	0.00 0.00		474.0	13 OF	4.43		
04/2016 1340089455	HARRISON RHF PETTAY		ОН 03	2	0.0034501447	RI 1.09	1.00000	0.00		1.6 2,370.7	15 SV	· · · · · · · · · · · · · · · · · · ·	05	
04/2016 1340089455	The manager	S NTG HR 2H	0H 03 0H	3	0.0034501447		1.00000	0.00 8,960.41	275,096		15 OF	275.56		271,218.6 935.7
04/2016 1340089455 04/2016	HARRISON RHF PETTAY HARRISON	S NTG HR 2H	0H 03 0H	3	0.003450165 0.0034501531 0.003450165		1.00000	0.00		1,939.	15 SV			935,7
1340089455	i netingenetaria	S NTG HR 2H	03 OH	4	0.0034501531	1.1000.00	0.29	427,231.43		WHERE SPECIFIC STOLENS STOLENS		72242.40	5 8 3 8 M Q.C.	39,837.6 137.4

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Product Code	IS (PC)	Interest Typ	e		Туре С		L	Sector Sector	- Annalisation de la	Contraction of the local division of the loc	Deduct Codes (D	And the second second second second		1	
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensal 4 - Plant Prod D - Drip Cond Disposition C 03 - Sale	te (bbl) ucis (gal) ensate (bbl) codes (DC)	WI - Working RI - Royalty OR - Overric	Interest	OF - 0 AV - / CN - 0 EN - 1 ES - 1 ES - 1 FB - F	Environn Emergen Dil Extra Tederal I Environn	las Fee am ation Tax nental Tax cy School Tax		PE - Pel PR - Gri PV - Pri RF - En RG - Pi RS - Oil UI - Uni	rginal Production T troleum Excise Tax oss Production Tax vilegie Tax ergy Resource Rev peline Tax field Sile Restoratio dentified Tax ate Withholding Tax	olving Fund 00 n 00 n 00 c 10	Compression     Processing     Treating     Transportation     Fuel     Marketing     Other     Gathering     Property Expens	16 - Ui 17 - G 18 - G 19 - Tr 20 - Tr 21 - Pi	B Netting nutilized Capacity athering Compres athering Compres ransportation Con ransportation Con rocessing Fuel	ision ision Fu	m
Property Number		Property Nar	ne	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year		County Nam	é	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
340089455 14/2016	RHF PETTAY S HARRISON	NTG HR 2H		03 0H	4	0.0034501531 0.0034501857	RI	1.00000	0.00	and a line of the set			13747.97 47.43	21	Terrarile
340090455 14/2016	RHF PETTAY S HARRISON	NTG HR 4H		03 ОН	2	0.0034501531 0.0034501343	1.09 RI	2.11 1.00000	75,772.00 261.00	159,759.00 551.15	1 1		35219.68 121.51	10	32,826. 113.
340090455 04/2016	RHF PETTAY S	NTG HR 4H		03 ОН	2	0.0034501531 0.0034501343	1.09 RI	1,00000	0.00 0.00				1175.56 4.05	18	
1340090455 04/2016	RHF PETTAY S HARRISON	NTG HR 4H		03 ОН	2	0.0034501531 0.0034501343	1.09 RI	1.00000	0.00	100 mag 1000	434.77 1.50	OF	14674.88 50.63	01	
1340090455 04/2016	RHF PETTAY S HARRISON	NTG HR 4H		03 ОН	2	0.0034501531 0.0034501343		1.00000	0.00		2,173.86 7.50	SV	73253.33 252.73	05	
1340090455 34/2016	RHF PETTAY S MARRISON	NTG HR 4H		03 0H	3	0.0034501531	RI	30.70 1.00000	9,517.70 32.84	and the cool of the	ST THE MERSON COLOR PORT	OF		1000	288,135 994
1340090455 04/2016	RHF PETTAY S HARRISON	NTG HR 4H		03 OH	3	0.0034501531 0.0034501605	RI	1.00000	0.00	A DECEMBER OF THE OWNER	2,035.64 7.03	sv			
1340090455 04/2016	RHF PETTAY S HARRISON	NTG HR 4H		03 ОН	4	0.0034501531 0.0034501753	RI	0.29 1.00000	246,933.49 851.96		1		41755.05 144.07	03	23,025 79
1340090455 04/2016	RHF PETTAY S HARRISON	NTG HR 4H		03 ОН	4	0.0034501531 0.0034501753	RI	1.00000	0.00 0.00				7946.12 27.41	21	
1340091455 04/2016	RHF PETTAY S HARRISON	NTG HR 6H		03 OH	2	0.0034501531	A DOUBLE DIE	2.11 1.00000	80,706.00 279.00	1.0.000.0	The second second second		37512.65 129.43	10	34,964 120
1340091455 04/2016	RHF PETTAY S HARRISON	NTG HR 6H		03 ОН	2	0.0034501531 0.0034501646	and the second second	1.00000	0.00	and the second second second			1252.10 4.32	18	
1340091455 04/2016	RHF PETTAY S	NTG HR 6H		03 ОН	2	0.0034501531	10121223	1.00000	0.00 0,00	A REAL PROPERTY AND	463.08 1.60	OF	15630.28 53.93	01	
1340091455 04/2016	RHF PETTAY S	NTG HR 6H		03 OH	2	0.0034501531 0.003450164	Contraction (Contraction)	1.00000	0.0	A CONTRACTOR	2,315.39 7.99	sv	78022.48 269.19	05	The second se
1340091455 04/2016	RHF PETTAY S	NTG HR 6H		03 ОН	3	0.0034501531	10000000	30.70 1.00000	8,950.1 30.8			OF			270,948 934
1340091455 04/2016	RHF PETTAY S	NTG HR 6H		03 ОН	3	0.0034501531	Contra 1	1.00000	0.0 0.0	1	1,916.86 6.61				
1340091455 04/2016	RHF PETTAY S	S NTG HR 6H		03 OH	4	0.003450153	8 C C C S C S C S S	0.29 1.00000	339,045.5 1,169.7		17 - Ber and good or be highly and	1000	57330.68 197.80	Contraction of the	31,614 109
1340091455 04/2016	RHF PETTAY	S NTG HR 6H		03 OH	4	0.003450153 0.003450183	5 6 7 2 2 2 0	1.00000	0.0 0.0				10910.22 37.64	10000	
1340145455 04/2016	RHF PETTAY	S NTG HR 8H		03 ОН	2	0.003450153	1111111	2.11 1.00000	68,298.0 236.0		2.1		31745.40 109.52		29,589 10
1340145455 04/2016	RHF PETTAY	S NTG HR 8H		03 ОН	2	0.003450153 0.003450208		1.00000	0.0 0.0				1059.60 3.65	The second	
1340145455 04/2016	RHF PETTAY	S NTG HR 8H		03 ОН	2	0.003450153 0.003450208	S	1.00000	0.0 0.0	1	391.88 1.35		13227.26	11.126	
1340145455 04/2016	RHF PETTAY	S NTG HR 8H		03 ОН	2	0.003450153 0.003450208	2 A	1.00000	0.0 0.0		1,959.42 6.76	1	66027.11	1	
1340145455 04/2016	RHF PETTAY HARRISON	S NTG HR BH		03 OH	3	0.003450153 0.003450147	Con Sola (Section 2)	30.70 1.00000	6,235.8 21.5	The second second second	THE PART OF A DECK OF A DECK	and the second second		and the second	188,76 65
1340145455 04/2016	RHF PETTAY	S NTG HR BH		03 OH	3	0.003450153	24 100 1020	1.00000	0.0		1,341.38		1		A State

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Product Cod	les (PC)	In	terest Ty	pe	 Tax	Type	Codes		egend	en e	water and the second	De	duct Codes (I	Ded Cd)	25 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensi 4 - Plant Pro D - Drip Con Disposition 03 - Sale	) ale (bbl) ducts (gal) densate (bbl Codes (DC)	WI RI OF	I - Workin - Royalty R - Overri	g Interest	 SV - 5 OF - 1 AV - 7 EN - 1 EN - 1 ES - 1 FB - 1 FE - 1	Severan Oil and Ad Valor Conserv Environ Emerge Oil Extra Federal Environ	ice Tax Gas Fee rem vation Tax mental Tax noy School Tax		PE-P PR-G PV-P RF-E RG-F RS-C UI-Ur	targinal Production T etroleum Excise Tax rross Production Tax rivilege Tax nergy Resource Rev 'peline Tax Nifield Site Restoratio ridentified Tax State Withholding Tax	olving Fund m	01 - 03 - 04 - 05 - 07 - 08 - 09 - 10 -	Compression Processing Treating Transportation Fuel Marketing Other Gathering Property Expension	15 - JI 16 - U 17 - G 18 - G 19 - Ti 20 - Ti 21 - P	B Netting nutilized Capacity athering Compres ansportation Com ansportation Com roccessing Fuel	ision Ision Fu Ipressio	n .
Property Number		Pro	perty Na	me	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Valu	e \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value S
Sales Date: Month/Year		Co	ounty Nan	ne	 ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gro Value \$		Owner Sev. Tex \$	State Withholding	Owner Deducts \$		Owner Net Value \$
340145455 4/2016	RHF PETT		3 HR 8H		03 ОН	4	0.0034501531 0.0034501950	RI	0.29 1.00000	249,402.19 860.48	250	3.82 3.43			42172.49 145.50	03	23,255.7 80.2
340145455 14/2016	RHF PETT		3 HR 8H		03 0H	4	0.0034501531 0.0034501950	RI	1.00000	0.00 0.00					8025.56 27.69	21	
340146455	RHF PETT	A DESCRIPTION OF THE PARTY OF THE	G HR 10H	1	03 0H	2	0.0034501531		2.11 1.00000	67,674.00 233.00	Constant and the second	5.00 2.28			31455.58 108,52	10	29,318,7 101.1
340146455 4/2016	RHF PETT	2282538	3 HR 10		03 0H	2	0.0034501531	CONVERTING.	1.00000	0.00 0.00	and the second	TR.			1049,93 3,63	18	
340146455	RHF PETT		3 HR 10H	1	03 0H	2	0.0034501531	ALCONDUCT:	1.00000	0.00	and the second second		388.31 1.34	OF	13106.50 45.21	01	
1340146455 04/2016	RHF PETT	AY S NTO	3 HR 10H	1	03 0H	2	0.0034501531	1.09	1,00000	0.00	Star La T		1,941,53 6.70	sv	65424.38 225.72	05	
340146455	HARRISO	AY S NTO	G HR 101	1	03	3	0.0034501531		30.70	5,616 70	172,440	1000	1,210.75	OF	249.12		170,019.1
04/2016 1340146455	HARRISOI	AY S NTO	3 HR 10H	1	0H 03	3	0.0034501736		1.00000	19.38		4.95	4.17	sv			586.6
04/2016 1340146455	HARRISOI	TAY S NTO	3 HR 10	17.55	0H 03	4	0.0034501736		1.00000	0.00 274,888 52	80,960	SC#7625.22	4.17		46482.08	03	25,632.2
04/2016 1340146455	HARRISO	PERSONAL PROPERTY	G HR 101		0H 03	4	0.0034500971 0.0034501531 0.0034500971		1.00000	948.41 0.00 0.00		9.32			160.37 8845.69 30.52	21	88.4
	er: 2021588									Owner Total	115,896	.91	1,165.17	0.00	38,314.93		76,416.8

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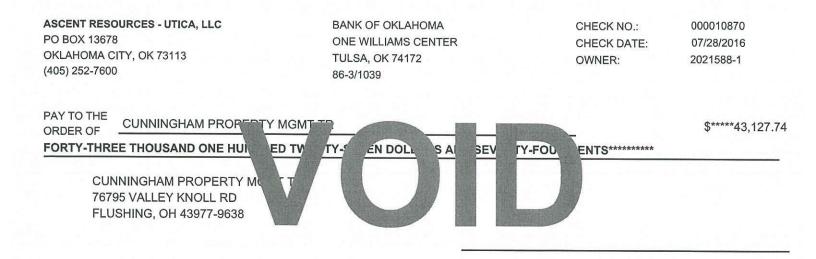
 ASCENT RESOURCES - UTICA, LLC
 000010870

 PO BOX 13678
 CHECK NO.:
 07/28/2016

 OKLAHOMA CITY, OK 73113
 OWNER:
 2021588-1

	_						L	egend							
Product Codes (P	C)	Interest Ty	ре	Tax	Туре	Codes					Deduct Codes	(Ded Cd)			
D - Drip Condensa	Gas (mcf) RI - Royalty Interest				- Oil and - Ad Va - Conse - Enviro - Emerg - Oil Ext	ervation Tax nmental Tax lency School Tax	ng	PE - Petrole PR - Gross PV - Privileg RF - Energy RG - Pipelir	Resource Revol Tax Site Restoration	ving Fund	01 - Compressio 03 - Processing 04 - Treating 05 - Transportati 07 - Fuel 08 - Marketing 09 - Other	16 - U 17 - C on 18 - C 19 - T 20 - T	IIB Netting Jnutilized Capa Bathering Com Gathering Com Transportation ( Processing Fue	pressior pressior Compre Compre	n Fuel ssion
03 - Sales						nmental Tax rocessor Tax		WH - State	Withholding Tax		10 - Gathering 14 - Property Exp	pense			
Property Number		Property Nar	ne	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year	ate: County Name			ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value S	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Ne Value \$

Details follow this page.



# ASCENT RESOURCES: 19-CV-03412-EAS-CMV Doc #: 21-7 Filed: 08/06/20 Page: 19-01-30 PAGE 10-4: 311

PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600



CHECK DATE:

OWNER:

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Product Code	es (PC)	WI - Working Interest RI - Royalty Interest OR - Overriding Royalty or OVerriding Royalty OR - Overriding Royalty Royalty OR - Overriding Royalty OR - Overriding Royalty Royalty OR - Overriding Royalty OR - Overriding Roya		Tax	Туре	Codes		egend			De	duct Codes (I	Ded Cd1		1	
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensa 4 - Plant Prod D - Drip Cond Disposition C 03 - Sale	te (bbl) lucts (gal) lensate (bbl) Codes (DC)	WI - Working RI - Royalty OR - Overrid	Interest Interest	SV - 1 OF - AV - 7 EN - 1 ES - 1 ES - 1 FB - 1 FE - 1	Severar Oil and Ad Valor Consen Environ Emerge Oil Extri Federal Environ	ice Tax Gas Fee rem vation Tax mental Tax ncy School Tax		PE - Pe PR - Gr PV - Pri RF - En RG - Pi RS - Oil UI - Uni	rginal Production T. troleum Excise Tax ess Production Tax vilege Tax ergy Resource Rev peline Tax field Site Restoratio dentified Tax ate Withholding Tax	olving Fund n	01 - 03 - 04 - 05 - 07 - 08 - 09 - 10 -	Compression Processing Treating Transportation	15 - Jil 16 - Ur 17 - G 18 - G 19 - Tr 20 - Tr 21 - Pr	B Netling hutilized Capacity athering Compres athering Compres ansportation Com ansportation Com occessing Fuel	ision Ision Fu Ipressio	n
Property Number		Property Nam	10	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value	e \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year	and the second in	County Nam	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gros Value \$	SS	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
1340023455 05/2016	HARRISON			03 OH 03	2	0.0390438954 0.0390437841	CONTRACTOR STOR	2.11 1.00000	50,643.00 1,978.00 0.00	4,174	1000			23098.84 901.85	10	21,090.4 823.4
1340023455 05/2016	HARRISON			00H 00H		0.0390438954 0.0390437841	and the second	1.00000	0.00					1820.35 71.07	18	
1340023455 15/2016	HARRISON			он	2	0.0390438954 0.0390437841	RI	1.00000	0.00		- 3	286.42 11.18	OF	9624.52 375.77	01	
1340023455 05/2016	RH HAMILTON HARRISON	S MRF HR 2H		03 ОН	2	0.0390438954 0.0390437841		1.00000	0.00 0.00			1,432.09 55.93	SV	49558,31 1,934.96	05	an a
1340023455 05/2016 1340023455	RH HAMILTON HARRISON RH HAMILTON			03 OH 03	3 3	0.0390438954 0.0390439620 0.0390438954	RI	36.22 1.00000	3,855,66 150,52 0.00	139,653 5,452	22446	429.15 16.75 429.15	OF SV		The second	138,795,56 5,419,14
05/2016	HARRISON			0H 03		0.0390439620	RI	1.00000	0.00			16.75				
1340023455 05/2016	RH HAMILTON HARRISON			03 0H 03	4	0.0390438954 0.0390438919	RI	0.36 1.00000	7,339.71	67,666 2,641	10000			32314.20 1,261.67	03	28,634,60 1,117,98
1340023455 05/2016	RH HAMILTON HARRISON	S MRF HR 2H		он	4	0.0390438954 0.0390438919	15	1.00000	0.00					6717.53 262.31	21	
1340032455 05/2016	RH HAMILTON HARRISON	S MRF HR 4H		03 OH	2	0.0390438954	3206262	2.11 1.00000	35,512.00 1,385.00	74,968 2,927	CORD IN			16197.37 632.42	10	14,788.9 577.4
1340032455 05/2016	RH HAMILTON HARRISON	S MRF HR 4H		03 OH	2	0.0390438954 0.0390442589	395982	1.00000	0.00 0.00		TRANS			1276.46 49.83	18	
1340032455 05/2016	RH HAMILTON HARRISON	S MRF HR 4H		03 OH	2	0.0390438954	1001000088	1.00000	0.00		AND	200.84 7.84	OF	6748.91 263.51	01	
1340032455 05/2016	RH HAMILTON HARRISON	S MRF HR 4H		03 OH	2	0.0390438954	<ul> <li>Interactive Exception</li> </ul>	1,00000	0.00	1.170		1,004.21 39.21	SV	34751.29 1,356.83	05	
1340032455 05/2016	RH HAMILTON HARRISON	S MRF HR 4H		03 ОН	3	0.0390438954 0.0390440200	RI	36.22 1.00000	2,252.75 87.95	81,595 3,185	121221	249.89 9.76	OF			81,096.0 3,166.3
1340032455 05/2016	RH HAMILTON HARRISON	S MRF HR 4H		03 ОН	3	0.0390438954 0.0390440200	RI	1.00000	0.00 0.00			249.89 9.76	sv			
1340032455 05/2016 1340032455	RH HAMILTON HARRISON RH HAMILTON			03 OH 03	4	0.0390438954 0.0390438209 0.0390438954	100 Barris	0.36	151,436.83 5,912.69 0.00	2,128	20162			26031.47 1,016.36 5411.46	03 21	23,067.30 900.64
05/2016	HARRISON			ОН		0.0390438209	RI	1.00000	0.00	and the second second	the second			211.29		
1340033455 05/2016	RH HAMILTON HARRISON	S MRF HR 6H		03 ОН	2	0.0390438954	a strange of	2.11 1.00000	39,164.00 1,529.00					17863.01 697.44	10	16,310.4 636.8
1340033455 05/2016	RH HAMILTON HARRISON	S MRF HR 6H		03 ОН	2	0.0390438954 0.0390440020	1	1.00000	0.00					1407.73 54.97	18	
1340033455 05/2016	RH HAMILTON HARRISON	S MRF HR 6H		03 ОН	2	0.0390438954		1.00000	0.00			221.50 8.64	OF	7442.92 290,61	01	
1340033455 05/2016	RH HAMILTON HARRISON	IS MRF HR 6H		03 OH	2	0.0390438954		1.00000	0.00			1,107.48 43.24	sv	38324.90 1,496.35	05	
1340033455 05/2016	RH HAMILTON HARRISON	IS MRF HR 6H		D3 OH	3	0.0390438954	RI	36.22 1.00000	2,869,78 112.05	Star Production	40.003	320.42 12.51	OF		a state	103,304.1 4,033.3
1340033455 05/2016	RH HAMILTON HARRISON	IS MRE HR 6H		03 OH	3	0.0390438954	RI	1.00000	0.00			320.42 12.51	sv			
1340033455 05/2016	RH HAMILTON	IS MRF HR 6H	I	03 ОН	4	0.0390438954		0.36	177,733,15 6,939.39	00,011	- 1 C - 1		1.050	30551.72 1,192.85	03	27,072.8 1,057.0

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PO BOX 13678 OKLAHOMA CITY, OK 73113

(405) 252-7600



CHECK DATE: OWNER: 07/28/2016 2021588-1

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Product Cod	es (PC)	Interest Type	Tax	Туре	Codes		egend			De	duct Codes (I	() () () () () () () () () () () () () (			
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensa 4 - Plant Proc D - Drip Conc Disposition C 03 - Sale	ite (bbl) Jucts (gal) Jensate (bbl) Codes (DC)	WI - Working Interest RI - Royalty Interest OR - Overriding Royalty ease Use OT - Other	SV - 5 OF - 0 AV - 7 EN - 1 ES - 1 ES - 1 FB - 1 FE - 1	Severar Oil and Ad Valor Conser Environ Emerge Oil Extra Environ Environ	nce Tax Gas Fee rem vation Tax mental Tax ncy School Tax		PE - Pi PR - Gi PV - Pi RF - Ei RG - P RS - O UI - Un	arginal Production T strokeum Excise Tax ross Production Tax ivilege Tax rergy Resource Rev peline Tax filleld Sile Restoratio identified Tax tate Withholding Ta)	olving Fund M	01 - 0 03 - 1 04 - 0 05 - 0 07 - 1 08 - 1 08 - 1 09 - 1 10 - 1	Compression Processing Treating Transportation	15 - JI 16 - U 17 - G 18 - G 19 - Tr 20 - Tr 21 - Pr	B Netting nutilized Capacity athering Compre- athering Compre- ansportation Cor ansportation Cor rocessing Fuel	ssion ssion Fu npressio	n
Property Number	- the	Property Name	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value	s	Sev. Tax S	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year	ter Kanandhilahasa	County Name	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gros Value S	ss	Owner Sev. Tax \$	State Withholding	Owner Deducts \$	Uu	Owner Net Value S
1340033455 05/2016	RH HAMILTON HARRISON	S MRF HR 6H	03 ОН	4	0.0390438954 0.0390437002	1.00	1.00000	0.00 0.00	A CARLEN AND AND A				6351.14 247.97	21	a interest
1340034455 05/2016 1340034455	RH HAMILTON HARRISON RH HAMILTON		03 OH 03	2 2	0.0390438954 0.0390439245 0.0390438954	RI 1.09	2.11 1.00000	45,973.00 1,796.00 0.00	3,789	202496 6.5			20968.82 818.71 1652.49		19,146.2 747 5
05/2016 1340034455 05/2016 1340034455	HARRISON RH HAMILTON HARRISON RH HAMILTON		0H 03 0H 03	2	0.0390439245 0.0390438954 0.0390439245 0.0390438954	1.09 RI	1.00000	0.00 0.00 0.00 0.00			260.01 10.13 1,300.04	OF	64.51 8737.01 341.12 44988.38	01	
05/2016 1340034455 05/2016	HARRISON RH HAMILTON HARRISON	S MRF HR 8H	0H 03 0H	3	0.0390439245 0.0390438954 0.0390437933	-	1.00000 36.22 1.00000	0.00	112,054	10000	50.77 343.20	OF	1,756.53		111,368.03
1340034455 05/2016	HARRISON RH HAMILTON HARRISON	S MRF HR 8H	03 0H	3	0.0390438954		1.00000	120.77 0.00 0.00		5.03	13.41 343.20 13.41	sv			4,348.2
1340034455 05/2016	RH HAMILTON HARRISON		03 ОН	4	0.0390438954 0.0390438702	RI	0.36 1.00000	178,644.56 6,974.96	2,510	1004085			30708.39 1,198.97	03	27,211.7 1,062.4
1340034455 05/2016	RH HAMILTON HARRISON	S MRF HR 8H	03 OH	4	0.0390438954 0.0390438702	RI	1.00000	0.00	A STATE OF A STATE OF				6383.71 249.23	21	
1340035455 05/2016	RH HAMILTON HARRISON	S MRF HR 10H	03 ОН	2	0.0390438954 0.0390440635	1.3	2,11 1.00000	43,710.00 1,708.00	04,410	1001 C 10			19936.87 778.42	10	18,203.3 710.7
1340035455 05/2016	HARRISON	S MRF HR 10H	03 OH 03	2	0.0390438954 0.0390440635	RI	1.00000	0.00					1571.16 61.35		
1340035455 05/2016	HARRISON	S MRF HR 10H	03 0H 03	2	0.0390438954	RI	1.00000	0.00			247.21 9.67	OF	8307.03 324.32		
1340035455 05/2016	HARRISON	S MRF HR 10H	03 OH 03	2	0.0390438954 0.039044063	RI	1.00000	0.00		CERNE OF	1,236.06 48.25	SV	42774.35 1,670.08		
	RH HAMILTON HARRISON RH HAMILTON		ОН 03	3 3	0.0390438954 0.0390438699 0.0390438954	RI	36.22 1.00000	3,288.51 128.39 0.00	4,650	05-697 11	361.38 14.12 361.38	OF			118,388.6 4,622.3
05/2016 1340035455 05/2016	HARRISON RH HAMILTON HARRISON	S MRF HR 10H	0H 03 0H	4	0.0390438699 0.0390438954 0.0390438804		1.00000 0.36 1.00000	0.00 164,067.18 6,405.83	59,056		14.12		28202.59 1,101.14	1.20	24,991.2 975.7
1340035455 05/2016	RH HAMILTON HARRISON	S MRF HR 10H	03 ОН	4-	0.0390438954	10000	1.00000	0.00 0.00	þ	1.			5862.80 228.91	21	
1340089455 12/2015 1340089455	RHF PETTAY S HARRISON		03 OH 03	2	0.003450153 0.003450000 0.003450153	RI	1.00000	74,437.36 257.00 0.00	599	5.06 9.76			586.49 2.03		117,744.3 406.2
12/2015 1340089455	HARRISON RHF PETTAY S		0H 03	2	0.003450153	RI	1,00000	0.00		The second			5194.81 17.92 29821.14		
12/2015	HARRISON	S NTG HR 2H	0H 03	2	0.003450000	1 1.10	Thomas Allon	0.00	D S. HILS H		381.78	1.0000000000000000000000000000000000000	102.88 12424.83	01	
12/2015 1340089455 12/2015	HARRISON RHF PETTAY S HARRISON	S NTG HR 2H	OH 03 OH	2	0.003450000 0.003450153 0.003450000	1 1.10	1.00000	0.00	D	A State and a state of the	1.32 1,908.88 6.59	sv	42.87 5772.78 19.92	8 05	
1340089455 12/2015	RHF PETTAY S	S NTG HR 2H	03 ОН	3	0.003450153		25.51 1.00000	11,230.9 38.7	7 286,45	0.64 8.29	1,056.23 3.64	OF			284,338.1 981.0

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Product Cod	les (PC)	Interest Typ	e	Tax	Type	Codes	-	egend		Ī	Deduct Codes	(Ded Cd)			
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condense 4 - Plant Prod D - Drip Cond Disposition 0 03 - Sale	ale (bbl) ducts (gal) densate (bbl) Codes (DC)	WI - Working RI - Royalty I OR - Overrid Lease Use	Interest	SV - 1 OF - AV - 1 EN - 1 ES - 1 FB - 1 FE - 1	Severan Oil and Ad Valor Conserv Environs Emerges Oil Extra Federal Environs	ce Tax Gas Fee em vation Tax mental Tax ncy School Tax		PE - Pe PR - Gi PV - Pr RF - Er RG - Pi RS - Oi UI - Un	arginal Production T Introleum Excise Tax Ioss Production Tax Ivilege Tax nergy Resource Rev poline Tax Ifield Site Restoration identified Tax tate Withholding Ta:	rolving Fund	01 - Compression 03 - Processing 04 - Treating 05 - Transportation 07 - Fuel 08 - Marketing 09 - Other 10 - Gathering 14 - Property Expe	15 - J 16 - U 17 - G 18 - G 19 - T 20 - T 21 - P	B Netling nutilized Capacity athering Compre- athering Compre- ransportation Cor ransportation Cor rocessing Fuel	ssion ssion Fu npressio	n
Property Number		Property Nam	10	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value	\$ Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year	he man the	County Name	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gros Value \$	S Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
1340089455 12/2015	RHF PETTAY HARRISON	S NTG HR 2H		03 ОН	3	0.0034501531 0.0034500000	RI	1.00000	0.00 0.00	En China Sta	1,056.23 3,64				
1340089455 12/2015 1340089455 12/2015	HARRISON	S NTG HR 2H S NTG HR 2H	14	03 OH 03 OH	4	0.0034501531 0.0034500000 0.0034501531 0.0034500000		0.33 1.00000 1.00000	238,034.38 821.25 0.00 0.00	272	ALL ALL DESCRIPTION OF A DESCRIPTION OF		51957.20 179.27 12359.20 42.64	03 09	14,650,4 50,5
1340089455 05/2016	RHF PETTAY HARRISON	S NTG HR 2H		03 ОН	2	0.0034501531 0.0034501724	1.09 RI	2.11 1.00000	79,665.00 275.00	100,100,			36415.14 125.64	10	33,045.88 114.01
1340089455 05/2016	RHF PETTAY HARRISON	S NTG HR 2H		03 OH	2	0.0034501531 0.0034501724	RI	1.00000	0.00				2863.51 9.88	18	
1340089455 05/2016	HARRISON	S NTG HR 2H		03 0H	2	0.0034501531 0.0034501724		1.00000	0.00		453.9/ 1.5/	5	15172.98 52.35	01	
1340089455 05/2016	HARRISON	S NTG HR 2H		03 OH	2	0.0034501531 0.0034501724	1.	1.00000	0.00		2,269.5 7.8-	4	77958.99 268.97	05	
1340089455 05/2016	HARRISON	S NTG HR 2H		03 OH 03	3	0.0034501531 0.0034501826	RI	36.79 1.00000	7,434.80 25.65 0.00	A STATE OF COMPANY	59 2.8	3	ar tensi	A STATE	271,854.2 937.9
1340089455 05/2016	HARRISON	S NTG HR 2H		ОН	3	0.0034501531 0.0034501826	RI	1.00000	0.00	Ben Des Rite	817.8	COLUMN TRANSPORT			
1340089455 05/2016	RHF PETTAY HARRISON	S NTG HR 2H		03 ОН	4	0.0034501531 0.0034501236	RI	0.35 1.00000	384,499.46 1,326.59	473.	Altop		65772.43 226.92	03	57,854,88 199.61
1340089455 05/2016	HARRISON	S NTG HR 2H		03 ОН	4	0.0034501531 0.0034501236	1	1.00000	0.00				13634.44 47.04	21	
1340090455 12/2015	HARRISON	S NTG HR 4H		03 OH 03	2	0.0034501531	ALSA E	2.34 1.00000	84,481.55 292.00 0.00	680.	and a standard with a standard		665.63 2.29	06	133,600.39 460.99
1340090455 12/2015 1340090455	HARRISON	S NTG HR 4H		OH 03	2	0.0034501531	RI	1,00000	0.00				5895.77 20.35	07	- AL
12/2015 1340090455	HARRISON	S NTG HR 4H		OH 03	2	0.0034501531 0.0034500000 0.0034501531	RI	1,00000	0.00				33845.04 116.77	10	
12/2015 1340090455	HARRISON	S NTG HR 4H		0H 03	2	0.0034501531	RI	1,00000	0.00		438.5 1.5 2,192.9	1	14101.37 48.65 6551.72		
12/2015 1340090455	HARRISON	S NTG HR 4H		0H 03	3	0.0034500000	RI	1.00000	0.00		7.5	8	22.60		294,680.6
12/2015 1340090455	HARRISON RHF PETTAY	S NTG HR 4H		ОН 03	3	0.0034500000		1.00000	40,16	þ	1,095.3	7 sv			1,016.6
12/2015 1340090455	1. Harristen webstand	S NTG HR 4H		0H 03	4	0.0034500000		0.33	0.00	52,687	STR. CONTRACTOR	B	34666.15	03	9,774.8
12/2015 1340090455 12/2015	HARRISON RHF PETTAY HARRISON	S NTG HR 4H		OH 03 OH	4	0.0034490000 0.0034501531 0.0034490000		1.00000	547.95 0.00 0.00				119.60 8246.13 28.45	09	33.7
1340090455 05/2016	RHF PETTAY HARRISON	S NTG HR 4H		03 ОН	2	0.0034501531		2.11 1.00000	77,901.00 269.00	101,100			35608.82 122.85	10	32,314.0 111.5
1340090455 05/2016	RHF PETTAY HARRISON	S NTG HR 4H		03 ОН	2	0.0034501531	1	1.00000	0.00				2800,10 9.67	18	
1340090455 05/2016	RHF PETTAY HARRISON	S NTG HR 4H		03 ОН	2	0.0034501531 0.0034501630	1	1.00000	0.00		443.8 1.5		14837.02 51.19		

# ASCENT RESORCES 1916 VIO 3412-EAS-CMV Doc #: 21-7 Filed: 08/06/20 Page: 22+00+30 PAGE 08/06/20 Page: 22+00+30

PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600



CHECK DATE: OWNER:

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Product Cod	ies (PC)	Interest Type	Tax	Туре	Codes	-	egend			Deduct Codes	(Ded Cd)		-	
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condense 4 - Plant Pro D - Drip Con Disposition 03 - Sale	ate (bbl) ducts (gal) densate (bbl) Codes (DC)	WI - Working Interest RI - Royalty Interest OR - Overriding Royalty Lease Use OT - Other	OF - AV - CN - EN - ES - EX - FB - FE -	Ad Valo Conser Environ Emerge Oil Extr Federal Environ	Gas Fee rem vation Tax mental Tax ncy School Tax	÷0, -1	PE - Pi PR - G PV - Pi RF - Ei RG - P RS - O UI - Un	arginal Production 1 troleum Excise Tax ross Production Tax livilege Tax lergy Resource Rev peline Tax lifield Site Restoratii diontified Tax tate Withholding Ta:	rolving Fund on	01 - Compression 03 - Processing 04 - Treating 05 - Transportation 07 - Fuel 08 - Marketing 09 - Other 10 - Gathering 14 - Property Expe	15 - J 16 - U 17 - G 18 - G 19 - T 20 - T 21 - P	B Netting Inutilized Capacity athering Compre- iathering Compre- ransportation Cor ransportation Cor rocessing Fuel	ssion ssion Fi npressi	on
Property Number		Property Name	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value	\$ Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value S
Sales Date: Month/Year		County Name	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gros Value S	and the second se	State Withholding	Owner Deducts \$	Uu	Owner Net Value \$
1340090455 05/2016	HARRISON	S NTG HR 4H	03 OH	2	0.0034501531 0.0034501630	1.09 RI	1.00000	0.00		2,219.3 7.6	5	76232.81 263.01	05	
1340090455 05/2016 1340090455 05/2016	HARRISON	S NTG HR 4H S NTG HR 4H	03 OH 03 OH	3	0.0034501531 0.0034501637 0.0034501531 0.0034501637		36.79 1.00000 1.00000	8,754 15 30.20 0.00 0.00	322,022 1,111	Allend Bull and an an and the second	5 2 SV			320,074,56 1,104,31
1340090455 05/2016 1340090455	HARRISON	S NTG HR 4H	03 ОН 03	4	0.0034501531	RI	0.36 1.00000	241,872.38 834.49 0.00				41374.66 142.75	10.0	36,394.06 125.57
05/2016	HARRISON		0H		0.0034501531 0.0034502060		1.00000	0.00				8576.85 29,59		
1340091455 12/2015 1340091455 12/2015	HARRISON	S NTG HR 6H	0H 03 0H	2 2	0.0034501531 0.0034500000 0.0034501531 0.0034500000	RI 1,10	2.34 1.00000 1.00000	91,437.89 316.00 0.00	736	NUCL CONSTRUCTION AND		720.44 2.49 6381.24	06 07	144,604.10 498.91
1340091455 12/2015	- Antonio antonio	S NTG HR 6H	03 0H	2	0.0034501531 0.0034500000	1.10	1.00000	0.00 0.00 0.00				22.01 36631.89 126.39	10	
1340091455 12/2015 1340091455 12/2015	HARRISON	S NTG HR 6H S NTG HR 6H	03 OH 03 OH	2	0.0034501531 0.0034500000 0.0034501531 0.0034500000	RI 1.10	1.00000	0.00 0.00 0.00 0.00		474.2 1.6 2,371.1 8.1	4 3 SV	15262.50 52.65 7091.20 24.47		
1340091455 12/2015	RHF PETTAY HARRISON	S NTG HR 6H	03 OH	3	0.0034501531	RI	25.51 1.00000	12,741.05 43.96	024,000					322,571.46 1,112.92
1340091455 12/2015	HARRISON	S NTG HR 6H	03 OH	3	0.0034501531 0.0034500000	RI	1.00000	0.00		1,197.2 4.1				
1340091455 12/2015 1340091455	HARRISON	S NTG HR 6H	03 OH 03	4	0.0034501531	RI	0.33	219,976.35 758.95 0.00	72,976 251	and standard and the		48015.56 165.67	03	13,538.98 46.71
12/2015	HARRISON	SNTGHR6H	ОН		0.0034501531 0.0034500000	Charles -	1.00000	0.00				11421.60 39.40	09	
1340091455 05/2016	RHF PETTAY	S NTG HR 6H	03 ОН	2	0.0034501531 0.0034501372	1	2.11 1.00000	79,419.00 274.00	578	254.84		36302.56 125.25	10	32,943.62 113.65
1340091455 05/2016	RHF PETTAY	S NTG HR 6H	03 OH	2	0.0034501531 0.0034501372		1.00000	0,00				2854.66 9.84	18	
1340091455 05/2016	RHF PETTAY	S NTG HR 6H	03 OH	2	0.0034501531 0.0034501372		1.00000	0.00		452.5 1.5	10 Sec. 10 Sec	15126.08 52.19	01	
1340091455 05/2016	HARRISON	SNTGHR6H	03 ОН	2	0.0034501531 0.0034501372		1.00000	0.00		2,262.5		77718.00 268,15	1 50 1	
1340091455 05/2016 1340091455	HARRISON	S NTG HR 6H	03 OH 03	3	0.0034501531 0.0034501427 0.0034501531	RI	36.79 1.00000	6,800.51 23.47 0.00	250,157 863	WILL DEPENDENCE OF LODIES	1		and the second	248,645,99 857,86
05/2016	HARRISON		ОН		0.0034501427	RI	1.00000	0.00		2.6	The state of the second st	E AND	the state	
1340091455 05/2016	HARRISON	'S NTG HR 6H	03 OH	4	0.0034501531	RI	0.36 1.00000	314,366.17 1,084.61	112,225 387	Sec. Sec. Sec. Sec. Sec. Sec. Sec. Sec.		53775.44 185.53	03	47,302.06 163.19
1340091455 05/2016	HARRISON	SNTGHR6H	03 OH	4	0.0034501531 0.0034501225	-	1.00000	0.00				11147.50 38.47	21	
1340145455 12/2015	RHF PETTAY	S NTG HR BH	03 0H	2	0.0034501531		2.34 1.00000	88,210.96 304.00	100,000	CORP. CONTRACTOR STORES		695.01 2.40	06	139,515.99 481:36

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ASCENT RESOURCES - UTICA, I PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600



CHECK DATE: OWNER: 07/28/2016 2021588-1

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Product Cod	es (PC)	Interest Typ	be	Tax	Type	Codes	L	egend		1	Deduct Co	odes (I	Opd Cd)		-	
1 - Oil (bbl) 2 - Gas (mcf) 3 - Condensa 4 - Plant Proc D - Drip Cond Disposition ( 03 - Sale	ite (bbl) Jucts (gal) densate (bbl) Codes (DC)	WI - Working RI - Royalty OR - Overric	g Interest Interest	SV	Severan Oil and Ad Valor Conserv Environ Emerger Oil Extra Federal Environ	ce Tax Gas Fee em ration Tax mental Tax ncy School Tax		PE - P PR - G PV - P RF - E RG - P RS - O UI - Un	larginal Production T etroleum Excise Tax ross Production Tax ivilege Tax nergy Resource Rev ipeline Tax ifield Site Restoratio identified Tax tate Withholding Tax	rolving Fund	01 - Compres 03 - Processi 04 - Treating 05 - Transpor 07 - Fuel 08 - Marketin 09 - Other 10 - Gatherin 14 - Property	ssion ng rtation g	15 - JI 16 - U 17 - G 18 - G 19 - Ti 20 - Ti 21 - Pi	B Netting nutilized Capacity athering Compre- ansportation Com ansportation Com rocessing Fuel	sion sion Fu pressio	n
Property	and an and a	Property Nar	ne	DC	PC	Net Revenue	BTU	Price \$	Gross	Gross Value			Тах Туре	Deducts \$	Ded	Net
Number Sales Date:		County Nam	e	ST		Interest Disbursement	Fact Int	GMI	Volume Owner	Owner Gros	Tax s Owner		Code State	Owner	Cd	Value \$ Owner Net
Month/Year 340145455 2/2015 340145455	RHF PETTAY S HARRISON RHF PETTAY			03 OH 03	2	Decimal 0.0034501531 0.0034500000 0.0034501531	NEGGE	1.00000	Volume 0.00 0.00	Value \$	Tax	\$	Withholding	Deducts \$ 6156.04 21.24 35339.12	07	Value \$
2/2015 340145455	HARRISON			0H 03	2	0.0034500000	RI 1.10	1.00000	0.00		4	54,97	OF	121.92 14723.87	01	
2/2015 340145455 2/2015	HARRISON RHF PETTAY HARRISON	S NTG HR 8H		OH 03 OH	2	0.0034500000	1.10	1.00000	0.00 0.00 0.00		2,2	1.57 74.87 7.84	sv	50.80 6840.95 23,60	05	
340145455 2/2015	RHF PETTAY	S NTG HR 8H		03 OH	3	0.0034501531		25.51 1.00000	11,746.57 40.52	299,601	(17) I	05.03 3.81	OF			297,391.4 1,026.0
340145455 2/2015	RHF PETTAY HARRISON			03 ОН	3	0.0034501531 0.0034500000	RI	1.00000	0.00			05.03 3.81	SV		1	
340145455 2/2015 340145455	RHF PETTAY HARRISON RHF PETTAY			03 OH 03	4	0.0034501531 0.0034500000 0.0034501531	A STATE	0.33	186,112.48 642.12 0.00	213	HERE INCOMEDIATION			40623.89 140.16 9663.32	03	11,454. 39.
2/2015 340145455 5/2016	HARRISON RHF PETTAY HARRISON	S NTG HR 8H		0H 03 0H	2	0.0034500000 0.0034501531 0.0034501553	1.09	1.00000 2.11 1.00000	0.00 61,443.00 212.00	129,713.	CAR ST.			33.35 28086.06 96.91	10	25,487. 87.
340145455 95/2016	RHF PETTAY HARRISON	S NTG HR 8H		03 ОН	2	0.0034501531 0.0034501553		1.00000	0.00	1				2208.55 7.61	18	
340145455 95/2016	RHF PETTAY HARRISON			03 OH	2	0.0034501531 0.0034501553	RI	1.00000	0.00		3	1,20	OF	11702.53 40.37	01	
340145455 5/2016 340145455	RHF PETTAY			03 OH 03	2	0.0034501531 0.0034501553 0.0034501531		1.00000	0.00 0.00 5,036.86			50.47 6.04	SV	60127.77 207.45	05	184,168.
340145455	HARRISON RHF PETTAY			0H 03	3	0.0034501524	-	1.00000	17.37 0.00	639	25	1.92	sv		apple and	635.
340145455 5/2016	HARRISON RHF PETTAY HARRISON	S NTG HR 8H		0H 03 0H	4	0.0034501524 0.0034501531 0.0034501812	-strate	1.00000 0.36 1.00000	0.00 212,564.38 733.39	75,882	all a second	1.92		36361.23 125.45	03	31,984. 110.
340145455 )5/2016	RHF PETTAY HARRISON	S NTG HR 8H		03 ОН	4	0.0034501531		1.00000	0.00					7537.58 26.00	21	
340146455 2/2015	HARRISON	S NTG HR 10H		03 OH	2	0.0034501531	RI	2.34 1.00000	78,455.15 271.00	632	DESCRIPTION OF THE PARTY OF THE			618.14 2.13	06	124,101. 428.
340146455 2/2015 340146455	HARRISON	S NTG HR 10H		03 OH 03	2	0.0034501531 0.0034500000 0.0034501531	RI	1.00000	0.00 0.00 0.00					5475.21 18.89 31430.74		
2/2015 340146455	HARRISON	S NTG HR 10H		ОН 03	2	0.003450000	RI 1.10	1.00000	0.00	0	4	102.00	OF	108.44 13095.47		
2/2015 340146455 2/2015	HARRISON RHF PETTAY HARRISON	S NTG HR 10H	1	0H 03 0H	2	0.003450000	1.10	1.00000	0.00 0.00 0.00	a spectral	2,0	1.39 009.99 6.93	SV	45.17 6084.36 20.99	05	
340146455 2/2015	and the barries of the	S NTG HR 10H	I	03 0H	3	0.0034501531		25.51 1.00000	10,998.84 37.95	280,530	050	0.93 035.94 3.57	OF	20.99		278,458. 960.
1340146455 12/2015	RHF PETTAY HARRISON	S NTG HR 10H	1	03 ОН	3	0.003450153	Charles 1	1.00000	0.00		1,0	035.94 3.57	sv			

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PO BOX 13678 OKLAHOMA CITY, OK 73113

(405) 252-7600



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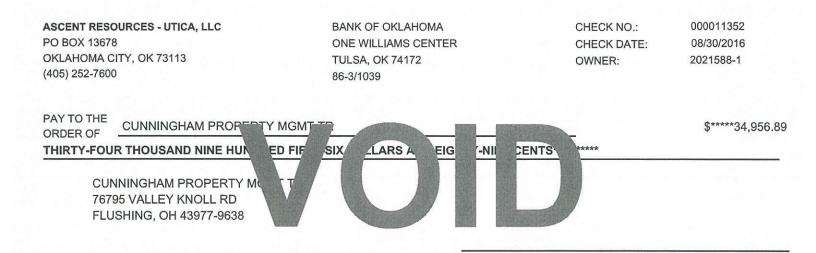
Product Cod	bl) WI - Working Interest (mcf) RI - Royalty Interest ensate (bbl) OR - Overriding Royalty Products (gal)		/pe	Tax	Туре	Codes		egend		T	Deduct Codes (	Ded Cdl			
1 - Oil (bbl) 2 - Gas (mcf 3 - Condensi 4 - Plant Pro D - Drip Con Disposition 03 - Sali	ate (bbl) ducts (gal) densate (bbl) Codes (DC)	RI - Royalt	y Interest	SV- OF- AV- CN- ES- ES- FB- FE-	Severa Oil and Ad Valo Conser Environ Emerge Oil Extr Federal Environ	nce Tax I Gas Fee Xem vation Tax Intental Tax ancy School Tax		PE - P PR - G PV - P RF - E RG - P RS - O UI - Ur	larginal Production etroleum Excise Tax ross Production Tax rivilegé Tax nergy Resource Rei joéhe Tax lifield Sile Restoraté identified Tax state Withholding Ta	volving Fund	11 - Compression 13 - Processing 13 - Processing 14 - Treating 15 - Transportation 17 - Fuel 18 - Marketing 19 - Other 10 - Gathering 4 - Property Expen	15 16-1 17-0 18-0 19-1 20-7 21-5	IIB Netting Jnutifized Capacit Sathering Compre Sathering Compre fransportation Con fransportation Con Processing Fuel	ssion ssion F npressi	on
Property		Property Na		DC	ensi oo	Net Revenue	BTU Fact	Price \$	Gross Volume	Gross Value :	Sev.	Tax Type	Deducts \$	Ded	Net
Sales Date: Month/Year	14. J. 18. J	County Nar	ne	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value S	Tax S Owner Sev, Tax S	Code State Withholding	Owner Deducts S	Cd	Value \$ Owner Net Value \$
1340146455 12/2015 1340146455 12/2015	RHF PETTAY S HARRISON RHF PETTAY S HARRISON			03 OH 03 OH	4	0.0034501531 0.0034500000 0.0034501531 0.0034500000		0.33 1.00000 1.00000	186,155,14 642,27 0.00 0.00	61,756 - 213.0	1		40633.20 140.19 9665.53 33.35	03	11,457 39
1340146455	RHF PETTAY S HARRISON RHF PETTAY S			03 OH 03	2 2	0.0034501531 0.0034501430 0.0034501531	RI 1.09	2.11 1.00000	60,450.00 208.00 0.00	440.2			27631.84 95.33 2172.83	10 18	25,075, 86.
05/2016 1340146455 05/2016	HARRISON RHF PETTAY S NTG HR 10H HARRISON RHF PETTAY S NTG HR 10H HARRISON RHF PETTAY S NTG HR 10H		ОН 03 ОН	2	0.0034501430 0.0034501531 0.0034501430	1.09	1.00000	0.00 0.00 0.00		344.43 1.19	OF	7.49 11513,27 39.72	01		
05/2016	HARRISON		and the second second	03 OH 03	2	0.0034501531 0.0034501430 0.0034501531	RI	1.00000	0.00 0.00 4,571.92		1,722.16 5.95 5 508.93		59155.35 204.09	05	167,160.0
1340146455	HARRISON RHF PETTAY S HARRISON	NTG HR 10H	1 1 1 1	0H 03 0H	3	0.0034501427 0.0034501531 0.0034501427		1.00000	15.77 0.00 0.00	580.2	NAME OF TAXABLE PARTY OF TAXABLE PARTY.	sv			576.
05/2016	RHF PETTAY S HARRISON			03 OH 03	4	0.0034501531 0.0034500832	RI	0,36 1.00000	232,803.65 803.20	83,108.1 286.7	- 15 M		39823.36 137.40	03	35,029. 120.
Colore and	RHF PETTAY S HARRISON			он	4	0.0034501531 0.0034500832	RI	1.00000	0.00				8255.27 28.48	21	
)wrier Numbe	r: 2021588-1								Dwner Total	69,614.26	567.63	0.00	25,918,89		43,127.74

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OKLAHOMA CITY, OK 73113 (405) 252-7600	OWNER:	2021588-1
PO BOX 13678	CHECK DATE:	08/30/2016
Case: 2:19-cv-03412-EAS-CMV Doc #: 21-7 Filed: 08/06/20 ASCENT RESOURCES - UTICA, LLC	Page: 25 of 31 PAGE CHECK NO.:	D #: 317 000011352

Product Codes (P	C)	Interest Ty	pe	Tax	Туре	Codes					Deduct Codes	(Ded Cd)			
D - Drip Condensa	Gas (mcf) RI - Royalty Interest Condensate (bbl) OR - Overriding Royalty Plant Products (gal) Drip Condensate (bbl) position Codes (DC)			OF AV CN EN ES EX FB	- Oil and Ad Val - Conse - Enviro - Emerg - Oil Ext Federa	rvation Tax nmental Tax ency School Tax raction Il Backup Withholdi	ng	PE - Petrol PR - Gross PV - Privile RF - Energ RG - Pipelin	y Resource Revol ne Tax d Site Restoration	ving Fund	01 - Compression 03 - Processing 04 - Treating 05 - Transportation 07 - Fuel 08 - Marketing 09 - Other 10 - Gathering	16 - 17 - 0n 18 - 19 - 20 -	JIB Netting Unutilized Capa Gathering Com Gathering Com Transportation Processing Fue	pression pression Compres Compres	Fuel
03 - Sales	10 - L	ease Use	OT - Other	1000		nmental Tax rocessor Tax		WH - State	Withholding Tax		14 - Property Exp	bense			
Property Number		Property Nam	ne	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year		County Nam	e	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Nel Value \$

Legend

Details follow this page.



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OKLAHOMA CITY, OK 73113 (405) 252-7600

	0000113
:	08/30/20

OWNER:

2021588-1

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Product Code	es (PC)	Interest Type	e	Tax	Туре	Codes		Legend			Deduct Codes (	Ded Cd)			
1 - Oil (bbl)		WI - Working		-	-	ance Tax		MP - Margi	nal Production Tax		01 - Compression		B Netting		
2 - Gas (mcf)		RI - Royalty	and the construction of	1220333		d Gas Fee			eum Excise Tax		03 - Processing		nutilized Capa	city	
3 - Condensa	ate (bbl)	OR - Overrid	ing Royalty	212/202	Ad Val	ervation Tax		PR - Gross PV - Privile	Production Tax		04 - Treating		athering Comp		
4 - Plant Proc				EN-	Enviro	nmental Tax		RF - Energ	y Resource Revolvi		05 - Transportatio 07 - Fuel		athering Comp ransportation C		
D - Drip Conc	densate (bbl)					ency School Tax traction		RG - Pipeli	ne Tax d Site Restoration		08 - Marketing		ransportation (		
Disposition C	Codes (DC)					al Backup Withholdir	g	UI - Unider			09 - Other	21 <b>-</b> P	rocessing Fuel	uni -	
03 - Sale	es 10 - L	ease Use	OT - Other			nmental Tax rocessor Tax		WH - State	Withholding Tax		10 - Gathering 14 - Property Exp	ense			
Property Number		Property Name	e	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year		County Name		ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
1340023455	RH HAMILTON S	MRF HR 2H		3	3	0.0390438954		27.92	5,873.57	163,989.7	3 668.26	OF			162,653.2
03/2016	HARRISON			ОН		0.0390430000	RI	1.00000	229.33	6,402.7	7 26.09				6,350.5
1340023455	RH HAMILTON S	MRF HR 2H		3	3	0.0390438954			0.00			SV			
03/2016	HARRISON			он		0.0390430000	RI		0.00	0.0	0 26.09				1.5 1.6 1
1340023455	RH HAMILTON S	MRF HR 2H		3	3	0.0390438954		27.92	-5,873.57	-163,989.7	3 -190.56	OF			-163,608.6
03/2016	HARRISON		1 - 1 - <b>1</b> - <b>1</b>	он	1.	0.0390430000	RI	1.00000	-229.33	-6,402.7	7 -7.45				-6,387.8
1340023455	RH HAMILTON S	MRF HR 2H		3	3	0.0390438954		1.5.1	0.00			SV			
03/2016	HARRISON	MORUNAL		ОН		0.0390430000			0.00	0.0				-	
1340023455	RH HAMILTON S	MRF HR 2H		3	2	0.0390438954	Distant.	2.44	41,540.00	101,390.0		OF	1,036.32	18	32,363.9
06/2016 1340023455	HARRISON			OH	2	0.0390440872	Carles B	1.00000	1,622.00	3,958.6	A CONTRACTOR OF STREET		40.47	STREET.	1,263.5
	RH HAMILTON S	MRF HR 2H		3 0H	2	0.0390438954	C. C. L. P.		0.00		1,187.22	SV	19,197.92	10	
06/2016 1340023455	HARRISON	MPE HP 211		NEEDEN.	-	0.0390440872		and lot	0.00	0.0	46,35		749.57	and the second	
1340023455 06/2016	RH HAMILTON S	MIRE PIR 2H	A. 2 20 - 1	3 0H	2	0.0390438954	E Deres	A CAR	0.00	A DE STRATE		State Press	7,999.14	01	
1340023455	HARRISON RH HAMILTON S	MRE HR 2H		3	2	0.0390440872	<b>新闻的</b>		0.00	0.0			312.33	05	
06/2016	The second second	MIRE HIR 2H		OH	2	0.0390438954	Sta Walt		0.00			Chipter for the second	39,368.01	05	
1340023455	HARRISON RH HAMILTON S			3	2	0.0390440872	22/24		0.00	0.0			1,537.08	ALL CALL	
06/2016	HARRISON			он	-	0.0390440872	al Real		0.00	0.0					
1340023455	RH HAMILTON S	MRE HR 2H	Pager -	3	2	0.0390438954	161128		0.00	0.0		A Carleste			
06/2016	HARRISON			ОН		0.0390440872	12000		0.00	0.0					
1340023455	RH HAMILTON S	MRE HR 2H		3	3	0.0390438954		40.65	2,915.79	118,514.0	1. Marine Constanting Street Street	OF	and the state of the	12.02	117,868.1
06/2016	HARRISON			он		0.0390438129	RI	1.00000	113.85	4,627.2		0.		1	4,602.0
1340023455	RH HAMILTON S	MRF HR 2H		3	3	0.0390438954	0.000	1.00000	0.00	.,		sv			4,002.0
06/2016	HARRISON			он		0.0390438129	RI		0.00	0.0	0 12.61				
1340023455	RH HAMILTON S	MRF HR 2H		3	4	0.0390438954	ale alla	0.37	172,239.39	64,265.7	in the second		6,150,73	21	29,377.1
06/2016	HARRISON		Printer Con	он		0.0390441314	RI	1.00000	6,724.89	2,509.2	0	ALC: NO.	240,14		1,147.0
1340023455	RH HAMILTON S	MRF HR 2H		3	4	0.0390438954			0.00	State of the		REAL	28,737,82	03	
06/2016	HARRISON		Carl Marsh and	ОН	Size Si	0.0390441314	RI		0.00	0.0	o al a serie de la companya de la co		1,122.05	- Aler	
1340032455	RH HAMILTON S	MRF HR 4H		3	3	0.0390438954		27.92	3,177.50	88,715.5	0 361.24	OF			87,993.0
03/2016	HARRISON			он		0.0390430000	RI	1.00000	124.05	3,463.8	0 14.11				3,435.5
1340032455	RH HAMILTON S	MRF HR 4H		3	3	0.0390438954			0.00			sv			
03/2016	HARRISON			он		0.0390430000	RI		0.00	0.0	0 14.11				
1340032455	RH HAMILTON S	MRF HR 4H		3	3	0.0390438954		27.92	-3,177.50	-88,715.5	0 -136.93	OF			-88,441.6
03/2016	HARRISON			ОН		0.0390430000	RI	1.00000	-124.05	-3,463.8	0 -5.35				-3,453.1
1340032455	RH HAMILTON S	MRF HR 4H		3	3	0.0390438954			0.00	L / C. P.		sv			
03/2016	HARRISON			он		0.0390430000			0.00	0.0					
1340032455	RH HAMILTON S	MRF HR 4H	Constant in	3	2	0.0390438954	1000	2.44	30,000.00	73,223.0	Contraction (1993)	OF	748.42	18	23,373,1
06/2016	HARRISON		The second second	OH		0.0390438797	Salatis	1.00000	1,169.00	2,858.9	1 6.69	and the second	29.21		912.6
1340032455	RH HAMILTON S	MRF HR 4H		3	2	0.0390438954	2000	a substant	0.00		857.40	SV	13,864.52	10	
06/2016	HARRISON			OH		0.0390438797	Sec. Sola	Sale Sale	0.00	0.0	33.47		541.32		
1340032455	RH HAMILTON S	MRF HR 4H		3	2	0.0390438954	Le total					A CONTRACTOR	5,776.89	01	
06/2016	HARRISON			OH	Contraction of the	0.0390438797	S-11-24	and the second	0.00	0.0	D		225.56	States 1	
1340032455	RH HAMILTON S	MRF HR 4H		3	2	0.0390438954	100 all	a state					28,431.14	05	
06/2016	HARRISON	MRE HR 41		OH		0.0390438797	Rates		0.00	0.0			1,110.05		
1340032455 06/2016	RH HAMILTON S	mrc nr 4H	Bus Frankline Alle	3 0H	2	0.0390438954	Sec.			Carlot and a				all a	
1340032455	HARRISON	HAMILTON S MRF HR 4H			2	0.0390438797	1. 1. 1. 1. 1. 1.		0.00	0.0					
06/2016	a second second	miter nit 4H		3 OH	2	0.0390438954	20122					A CONTRACTOR			
1340032455	HARRISON	HAMILTON S MRF HR 4H				0.0390438797	RI	40.05	0.00	0.0	and the second second second			C. AND AND	E. And an addition of
06/2016	CONTRACTOR CONTRACTOR					0.0390438954	BI	40.65	1,845.41	75,007.7		OF			74,597.0
1340032455	HARRISON					0.0390439446 0.0390438954	N.	1.00000	72.05	2,928.6	8.01	011			2,912.5
06/2016	HARRISON			3 OH_	3	0.0390438954	RI		0.00			sv			
1340032455	RH HAMILTON S	MRE HR 4H	Ohio O	1 & G 3	as R 4	Ovally Lawsul	E- Ea		ningham Clas	s Action	omplaint <sup>8.01</sup>	-	1 504 (0		P4 100 7
	I I I I I I I I I I I I I I I I I I I			3		0.0390438954	Contraction of the	0.37	126,053.86	47,033.0	The second state	The State State	4,501.43	21	21,499.7

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(405)	252-7600													F	Page 3
							l	egend							
Product Coc	les (PC)	Interest T	уре	Tax	Туре	Codes				1	Deduct Codes	(Ded Cd)			
nation and a	ate (bbl) ducts (gal) densate (bbl)	RI - Royal	ing Interest ty Interest riding Royalty	OF - AV - CN - EN - ES -	Oil an Ad Va Conse Enviro Emerg	ance Tax d Gas Fee lorem arvation Tax nmental Tax ency School Tax raction		PE - Petrole PR - Gross PV - Privile RF - Energy RG - Pipelir	y Resource Revolvi	03 04 09 05 07 07 07	1 - Compression 3 - Processing 4 - Treating 5 - Transportation 7 - Fuel 3 - Marketing	16 - U 17 - G 0n 18 - G 19 - T 20 - T	IB Netting Unutilized Capa Gathering Comp Sathering Comp ransportation C ransportation C	oression oression Compre Compre	n Fuel ession
Disposition						al Backup Withholdir nmental Tax	ng	UI - Uniden			<ul> <li>Other</li> <li>Gathering</li> </ul>	21 - P	Processing Fuel		
03 - Sal	es 10 - 1	Lease Use	OT - Other			rocessor Tax		WIT- State	withinitianity rax	14	4 - Property Exp	ense			
Property Number		Property Na	ame	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	N Va
Sales Date: Month/Year		County Na	me	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Own Val
1340032455 06/2016	RH HAMILTON S	MRF HR 4H		3 0H	4	0.0390438954 0.0390440256	12-22-22		0.00 0.00	0.00			21,031.85 821.16	03	
1340033455	RH HAMILTON S	MRF HR 6H		3	3	0.0390438954		27.92	3,935,15	109,869.09	447.39	OF		the home states it	10
03/2016	HARRISON			OH		0.0390430000	RI	1.00000	153.65	4,289.72	17.45				
1340033455	RH HAMILTON S	MRF HR 6H		3	3	0.0390438954			0.00			sv			
03/2016	HARRISON			OH		0.0390430000	RI		0.00	0.00	17.45				
1340033455	RH HAMILTON S	MRF HR 6H		3	3	0.0390438954		27.92	-3,935.15	-109,869.09	-145.48	OF			-10
03/2016	HARRISON			ОН		0.0390430000	RI	1.00000	-153.65	-4,289.72	-5.68				
1340033455	RH HAMILTON S	MRF HR 6H		3	3	0.0390438954			0.00			SV			
03/2016	HARRISON			ОН		0.0390430000	RI		0.00	0.00	-5.68				
1340033455	RH HAMILTON S	MRF HR 6H		3	2	0.0390438954	1.09	2.44	35,503.00	86,654.00	202.93	OF	885.70	18	1
06/2016	HARRISON			OH	No.	0.0390438987	1000	1.00000	1,385.00	3,383.31	7.92		34.59		
1340033455	RH HAMILTON S	MRF HR 6H		3	2	0.0390438954	1.09	A State	0.00		1,014.67	SV	16,407.69	10	Sales !!

Disposition C	ensate (bbl) codes (DC)	ES EX FB	- Emerg - Oil Ex - Federa	onmental Tax gency School Tax traction al Backup Withholdii onmental Tax	g	RG - Pipelir RS - Oilfield UI - Uniden	Site Restoration	ng Fund 07 08 09	5 - Transportatio 7 - Fuel 3 - Marketing 9 - Other 0 - Gathering	19 - T 20 - T	Bathering Comp ransportation C ransportation C Processing Fuel	ompres	ssion
03 - Sale		Other GP	- Gas P	rocessor Tax		WIT-State			4 - Property Exp				
Property Number	Property Name	DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year	County Name	ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
Contraction of the second	RH HAMILTON S MRF HR 4H	3	4	0.0390438954			0.00				21,031,85	03	
	HARRISON RH HAMILTON S MRF HR 6H	OH 3	3	0.0390440256	RI	27.02	0.00	0.00	447.00	05	821.16		100.001
ACCE MERCENNED	HARRISON	ОН	3	0.0390438954	RI	27.92 1.00000	3,935.15 153.65	109,869.09 4,289.72	447.39 17.45	OF			108,974.3 <sup>-</sup> 4,254.8
International Contraction	RH HAMILTON S MRF HR 6H	3	3	0.0390438954		1.00000	0.00	4,203,72	17.45	sv			4,204.6
and the second sec	HARRISON	ОН		0.0390430000	RI		0.00	0.00	17.45				
1340033455	RH HAMILTON S MRF HR 6H	3	з	0.0390438954		27.92	-3,935.15	-109,869.09	-145.48	OF			-109,578.13
03/2016	HARRISON	он		0.0390430000	RI	1.00000	-153.65	-4,289.72	-5.68			11	-4,278.3
1340033455	RH HAMILTON S MRF HR 6H	3	3	0.0390438954			0.00			SV			
03/2016	HARRISON	ОН		0.0390430000	RI		0.00	0.00	-5.68				
States - Contractor	RH HAMILTON S MRF HR 6H	3	2	0.0390438954	Contra .	2,44	35,503.00	86,654.00	202.93	OF	885.70	18	27,660.20
06/2016	HARRISON	ОН	E ST	0.0390438987	RI	1.00000	1,385.00	3,383.31	7.92	a straight the	34.59	1	1,079,9
College And The C	RH HAMILTON S MRF HR 6H	3 0H	2	0.0390438954	21200		0.00	and the second	1,014.67	SV	16,407.69	10	
the sea of the sea of the	HARRISON RH HAMILTON S MRF HR 6H	3	2	0.0390438987	12000		0.00	0.00	39.61		640.63	04	
06/2016	HARRISON	OH	12	0.0390438954	ALCONTRACTOR		0.00	0.00	the second		6,836.54 266,93	01	
Ser Tellesterry	RH HAMILTON S MRF HR 6H	3	2	0.0390438954	Section of the section of	The Case	0.00	0.00	The second		33,646.27	05	
06/2016	HARRISON	ОН		0.0390438987	1113200	States -	0.00	0.00			1,313.68	00	
Profile Lawring Cont	RH HAMILTON S MRF HR 6H	3	2	0.0390438954	ALCONT ON A	N. M. S.	A PERSONAL PROPERTY.				1,010.00		
06/2016	HARRISON	ОН		0.0390438987	1962.245	and the second	0.00	0.00			理论的实情	E LE CA	
1340033455	RH HAMILTON S MRF HR 6H	3	2	0.0390438954	1.09	and a state			Service St.			Sales and	
06/2016	HARRISON	ОН		0.0390438987	RI		0.00	0.00					
1340033455	RH HAMILTON S MRF HR 6H	3	3	0.0390438954		40.65	2,478.62	100,745.24	275.16	OF			100,194.92
06/2016	HARRISON	ОН		0.0390439290	RI	1.00000	96.77	3,933.49	10.73				3,912.03
1971 1972 1972 1972 19	RH HAMILTON S MRF HR 6H	3	3	0.0390438954			0.00		1.1.1.1	SV	1.1.1.1		
06/2016	HARRISON	ОН	-	0.0390439290	RI		0.00	0.00	10.73				
A SERVICE AND A SERVICE	RH HAMILTON S MRF HR 6H	3	4	0.0390438954		0.37	150,174.99	56,033.10			5,362.80	21	25,613.88
(二) 「大田」と「日」の一下	HARRISON	ОН		0.0390438866	RI	1.00000	5,863.43	2,187.75			209.37	Refer	1,000.00
1340033455 06/2016	RH HAMILTON S MRF HR 6H	3 0H	4	0.0390438954	DI		0.00	0.00			25,056.42	03	
and the second states	HARRISON RH HAMILTON S MRF HR 8H	3	3	0.0390438954	I'M	27.92	0.00 4,168.20	0.00 116,375.94	472.27	OF	978.30		115,431.40
03/2016	HARRISON	ОН		0.0390430000	RI	1.00000	162.75	4,543.76	18.43	OF.			4,506.9
1340034455	RH HAMILTON S MRF HR 8H	3	3	0.0390438954	PERC.		0.00			SV			1,000.0
03/2016	HARRISON	он		0.0390430000	RI		0.00	0.00	18.43				
1340034455	RH HAMILTON S MRF HR 8H	3	3	0.0390438954		27.92	-4,168.20	-116,375.94	-156.64	OF			-116,062.66
03/2016	HARRISON	ОН		0.0390430000	RI	1.00000	-162.75	-4,543.76	-6.12	는 것은 가지 같은			-4,531.5
1340034455	RH HAMILTON S MRF HR 8H	3	3	0.0390438954			0.00			sv	1	- 1	
03/2016	HARRISON	ОН		0.0390430000	RI		0.00	0.00	-6.12				
And and an a street of the	RH HAMILTON S MRF HR 8H	3	2	0.0390438954	A COLORADO	2.44	39,128.00	95,501.00	223,65	OF	976.13	18	30,484.01
06/2016	HARRISON	OH		0.0390438844	TO STAR	1.00000	1,527.00	3,728.73	8,74		38.11	Sela.	1,190.1
1 - 1 - 2 - 2 - 1	RH HAMILTON S MRF HR 8H	3	2	0.0390438954	- Cartan		0.00		1,118.27	SV	18,082.89	10	
06/2016	HARRISON	OH		0.0390438844	a show and		0.00	0.00	43.67		706.03	Carlo and	
1340034455 06/2016	RH HAMILTON S MRF HR 8H	3 0H	2	0.0390438954	0.00-55-50		0.00	0.00			7,534.54	01	
1340034455	HARRISON RH HAMILTON S MRF HR 8H	3	2	0.0390438844	19551 M		0.00	0.00			294.18 37,081.50	05	
06/2016	HARRISON	ОН		0.0390438844	Sector 1		0.00	0.00	Carrow Contraction		1,447.81	05	
1340034455	RH HAMILTON S MRF HR 8H	3	2	0.0390438954	10020033		0.00	0.00	ALCONTRACTOR OF	National States	1,447.01		
06/2016	HARRISON	OH		0.0390438844	BE STREET	and the second second	0.00	0.00				and and a state	
1340034455	RH HAMILTON S MRF HR 8H	3	2	0.0390438954	a Continue			SPECIFIC TRANS	ALL STREET				
06/2016	HARRISON	ОН		0.0390438844	12011255	Sec.	0.00	0.00					
1340034455	RH HAMILTON S MRF HR 8H	3	3	0.0390438954		40.65	2,555.32	103,862.73	281.95	OF			103,298.83
			1	0.0390438418	RI	1 00000	ningham Clas	4,055.20 s Action Col	11.00				4,033.20
06/2016	HARRISON	Ohio Oil & (	Gas R	0.0350430410	i En	in source	ingham Mad	e Action Co	nplaint				

# Case: 2:19-cv-03412-EAS-CMV Doc #: 21-7 Filed: 08/06/20 Page: 28 of 31 PAGEID #: 320 Ascent Resources - utica, LLC PO BOX 13678 OKLAHOMA CITY, OK 73113 (405) 252-7600 OWNER:

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Product Codes (PC) Interest Type					с Туре	Codes		Legend		Deduct Codes (Ded Cd)							
1 - Oil (bbl)     WI - Working Interest       2 - Gas (mcf)     RI - Royalty Interest       3 - Condensate (bbl)     OR - Overriding Royalty       4 - Plant Products (gal)     D       D - Drip Condensate (bbl)     D			OF AV CN EN ES EX	OF - Oil and Gas Fee AV - Ad Valorem CN - Conservation Tax EN - Environmental Tax ES - Emergency School Tax EX - Oil Extraction				PE - Petroleum Excise Tax PR - Gross Production Tax PV - Privilege Tax RF - Energy Resource Revolving Fund RG - Pipeline Tax RS - Olifield Site Restoration			01 - Compression         16 - JIB Netting           03 - Processing         16 - Unutilized Capac           04 - Treating         17 - Gathering Compr           05 - Transportation         18 - Gathering Compr           07 - Fuel         19 - Transportation Cr           08 - Marketing         20 - Transportation Cr           09 - Other         21 - Processing Fuel			pression pression Fuel Compression Compression Fuel			
03 - Sales 10 - Lease Use OT - Other				FE -	Enviro	nmental Tax Processor Tax	ig		Withholding Tax		10 - Gathering 14 - Property Expense						
Property Number	Property Name			DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$		
Sales Date:		County Name	9	ST		Disbursement	Int	GMI	Owner	Owner Gross	Owner Sev.	State	Owner	Ca	Owner Net		
Month/Year 1340034455	RH HAMILTON S	MRF HR 8H	ä.	3	4	Decimal 0.0390438954	Туре	0.37	Volume 163,056.91	Value \$ 60,839.5	Tax \$	Withholding	Deducts \$ 5,822.82	21	Value \$ 27,811.0		
06/2016 1340034455 06/2016	HARRISON RH HAMILTON S HARRISON	S MRF HR 8H		ОН 3 ОН	4	0.0390443131 0.0390438954 0.0390443131		1.00000	6,366.37 0.00 0.00	2,375.44			227.36 27,205.74 1,062.21	03	1,085.8		
1340035455	RH HAMILTON S	MRF HR 10H		3	3	0.0390438954		27.92	4,624.37	129,112.10	en e	OF		1.5.00.000	128,059.9		
03/2016 1340035455	HARRISON RH HAMILTON S	MRF HR 10H		OH 3	3	0.0390430000 0.0390438954	RI	1.00000	180.55 0.00	5,041.03	20.53	sv			4,999.9		
03/2016	HARRISON			он		0.0390430000	RI		0.00	0.00	20.53	30					
1340035455	RH HAMILTON S	MRF HR 10H		3	3	0.0390438954		27.92	-4,624.37	-129,112.10		OF			-128,785.1		
03/2016 1340035455	HARRISON RH HAMILTON S MRF HR 10H			OH 3	3	0.0390430000	RI	1.00000	-180.55 0.00	-5,041.03	-6.40	sv			-5,028.2		
03/2016	HARRISON			он		0.0390430000	RI		0.00	0.00	-6.40	30					
1340035455 06/2016	RH HAMILTON S	MRF HR 10H		3 0H	2	0.0390438954	1.09	2.44	37,473.00	91,462.00		OF	934.85	18	29,194.6		
1340035455	HARRISON RH HAMILTON S	MRF HR 10H		3	2	0.0390438652	RI 1.09	1.00000	1,464.00 0.00	3,571.03	8.35	sv	36.52 17,318.14	10	1,139.9		
06/2016	HARRISON			ОН		0.0390438652			0.00	0.00	A CONTRACTOR OF A CONTRACTOR	34	676.16	10			
1340035455 06/2016	RH HAMILTON S	MRF HR 10H		3 0H	2	0.0390438954	1.09		States P.H. S.				7,215.90	01			
1340035455	HARRISON RH HAMILTON S	MRF HR 10H		3	2	0.0390438652 0.0390438954	RI 1.09		0.00	0.00			281.72 35,513.28	05			
06/2016	HARRISON			ОН	A STATE	0.0390438652	RI		0.00	0.00			1,386.56				
1340035455 06/2016	RH HAMILTON S	MRF HR 10H		3 0H	2	0.0390438954	1.09					Constanting Constant					
1340035455	RH HAMILTON S	MRF HR 10H		3	2	0.0390438652 0.0390438954	1.09		0.00	0.00		and the second s					
06/2016	HARRISON			ОН		0.0390438652	RI		0.00	0.00							
1340035455 06/2016	RH HAMILTON S	MRF HR 10H		3 0H	3	0.0390438954		40.65	2,632.92	107,016.55		OF			106,429.3		
1340035455	RH HAMILTON S	MRF HR 10H		3	3	0.0390439610 0.0390438954	RI	1.00000	102.80 0.00	4,178.35	11.47	sv			4,155.4		
06/2016	HARRISON			он		0.0390439610	RI		0.00	0.00	11.47		2.11				
1340035455 06/2016	RH HAMILTON S	MRF HR 10H		3 OH	4	0.0390438954		0.37	155,822.03	58,140,12			5,564.46	21	26,577.0		
1340035455 06/2016	RH HAMILTON S	MRF HR 10H		3 0H	4	0.0390438954 0.0390441231		1.00000	6,083.91 0.00 0.00	2,270.03			217.25 25,998.62 1,015.09	03	1,037.6		
1340089455	RHF PETTAY S N	NTG HR 2H		3	3	0.0034501531		26.54	9,674.33	256,747.54	1,122.06	OF		NC 200	254,503.4		
03/2016 1340089455	HARRISON RHF PETTAY S N	ITG HR 2H		ОН 3	3	0.0034500000 0.0034501531	RI	1.00000	33.37 0.00	885.83	3.87	sv			878.0		
03/2016	HARRISON			он		0.0034500000	RI		0.00	0.00	3.87	50					
1340089455	RHF PETTAY S N	NTG HR 2H		3	3	0.0034501531	8956	26.54	-9,674.33	-256,747.54	-249.81	OF		- 1	-256,247.9		
03/2016 1340089455	HARRISON RHF PETTAY S N	ITG HR 2H		OH 3	3	0.0034500000 0.0034501531	RI	1.00000	-33.37 0.00	-885.83	-0.86	sv			-884.1		
03/2016	HARRISON			он		0.0034500000	RI		0.00	0.00	-0.86	37					
1340089455	RHF PETTAY S N	ITG HR 2H		3	2	0.0034501531	1.10.000	2,44	56,188.00	137,142.00	320.51	OF	1,394.23	18	44,294.70		
06/2016 1340089455	HARRISON RHF PETTAY S N	ITG HR 2H		OH 3	2	0.0034501466	Ser Prairie	1.00000	193.00 0.00	473.16	1.11 1,602.57	sv	4.81	10	152.8		
06/2016	HARRISON			ОН		0.0034501466	and the		0.00	0.00	a state of the state of	30	25,609.51 88.36	10			
1340089455	RHF PETTAY S N	ITG HR 2H		3	2	0.0034501531	A.S. STATE		A CONTRACT	and the second			10,670.63	01			
06/2016 1340089455	HARRISON RHF PETTAY S N	TG HR 2H		OH 3	2	0.0034501466	Real	S. Contraction	0.00	0.00			36.81 53,249.85	05			
06/2016	HARRISON			OH	A CONTRACT	0.0034501466	all and a		0.00	0.00			183.72	03			
1340089455	RHF PETTAY S N	ITG HR 2H		3	2	0.0034501531	PLON WELL							1200			
06/2016 1340089455	HARRISON RHF PETTAY S N	TG HR 2H		OH 3	2	0.0034501466	and the second		0.00	0.00	NE STATIST						
06/2016	HARRISON			ОН		0.0034501466	16.92.531		0.00	0.00	ALL STREET	A MANAGER		and the second			
1340089455	RHF PETTAY S N	ITG HR 2H	Onio	3 0H	3	0.0034501531		40.68	4,495.62	182,865.12	483.28	OF			181,898.56		

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Product Codes (PC) Interest Type 1 - Oil (bbl) Wile Working Interest					с Туре	Codes		egend		Deduct Codes (Ded Cd)						
1 - Oil (bbl)     WI - Working Interest       2 - Gas (mcf)     RI - Royalty Interest       3 - Condensate (bbl)     OR - Overriding Royalty       4 - Plant Products (gal)     D       D - Drip Condensate (bbl)     Disposition Codes (DC)			OF AV CN EN ES EX FB	- Oil an - Ad Va - Conse - Enviro - Emerg - Oil Ext - Federa	ervation Tax Inmental Tax Iency School Tax	ŋg	PE - Petroleum Excise Tax PR - Gross Production Tax PV - Privilege Tax RF - Energy Resource Revolving Fund RG - Pipeline Tax RS - Oilfield Site Restoration UI - Unidentified Tax			01 - Compression     15 - JIB Netting       03 - Processing     16 - Unutilized Capacity       04 - Treating     17 - Gathering Compres       05 - Transportation     18 - Gathering Compres       07 - Fuel     19 - Transportation Com       08 - Marketing     20 - Transportation Com       09 - Other     21 - Processing Fuel       10 - Gathering     11 - Gathering			pression pression Compre Compre	ssion ssion Fuel npression		
03 - Sale		0 - Lease Use Property Nar	OT - Other			rocessor Tax	BTU				4 - Property Exp			-		
Number					PC	Interest	Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$	
Sales Date: Month/Year	County Name			ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$	
1340089455 06/2016	RHF PETTAY S NTG HR 2H HARRISON			3 0H	3	0.0034501531 0.0034501386	RI		0.00 0.00	0.00	483.28	SV				
1340089455	RHF PETTAY	S NTG HR 2H		3	4	0.0034501531		0.37	226,047.74	82,958.3	and the second se	A REALLY	8,350.84	21	36,167.62	
06/2016 1340089455	HARRISON	'S NTG HR 2H		OH 3		0.0034500445	RI	1.00000	779.89	286,21			28.81		124.77	
06/2016	HARRISON			OH	4	0.0034501531	RI		0.00	0.00			38,439.89 132.63	03		
1340090455	an all average (pression)	'S NTG HR 4H		3	3	0.0034501531		26.54	10,440.38	277,077.79		OF			274,711.55	
03/2016 1340090455	HARRISON RHF PETTAY S NTG HR 4H			ОН 3	3	0.0034500000 0.0034501531	RI	1.00000	36.03 0.00	955.96	4.08	sv			947.80	
03/2016	HARRISON			он		0.0034500000	RI		0.00	0.00	4.08	30				
1340090455 03/2016	RHF PETTAY S NTG HR 4H			3 0H	3	0.0034501531		26.54	-10,440.38	-277,077.79		OF			-276,612.97	
1340090455	HARRISON RHF PETTAY	S NTG HR 4H		3	3	0.0034500000 0.0034501531	RI	1.00000	-36.03 0.00	-955.96	-0.80	sv			-954.36	
03/2016	HARRISON			он		0.0034500000	RI	-Sec. 1	0.00	0.00	-0.80	U.	See See 1			
1340090455 06/2016	RHF PETTAY	S NTG HR 4H		3 0H	2	0.0034501531	2240/2	2.44	68,540.00	167,290.00	and the second se	OF	1,700.72	18	54,032.05	
1340090455	No. S. Land Street Street Street	S NTG HR 4H		3	2	0.0034501166 0.0034501531	12326	1.00000	236.00 0.00	577.17	1.35 1,954.86	sv	5.87 31,239.25	10	186.39	
06/2016	HARRISON			ОН	N.C.	0.0034501166	RI		0.00	0.00	6.75		107.79	10		
1340090455 06/2016	RHF PETTAY	S NTG HR 4H		3 OH	2	0.0034501531	Service of	Star Star		the second			13,016.36	01		
1340090455	alst materia	S NTG HR 4H		3	2	0.0034501166	ALC: CONTRACTOR		0.00	0.00			44.91 64,955.79	05		
06/2016	HARRISON			ОН	Sec. 1	0.0034501166	RI		0.00	0.00		The second state	224.11			
1340090455 06/2016	HARRISON	S NTG HR 4H		3 0H	2	0.0034501531	1.09		0.00							
1340090455	DO BUCCHOL SOLLED	S NTG HR 4H		3	2	0.0034501531	Salar and		0.00	0.00						
06/2016	HARRISON			ОН		0.0034501166	RI		0.00	0.00						
1340090455 06/2016	HARRISON	S NTG HR 4H		3 0H	3	0.0034501531	RI	40.68 1.00000	6,198.46 21.39	252,130.41 869.89	664.80 2.29	OF			250,800.81	
1340090455	15104 93924CMBC/0397530151	S NTG HR 4H		3	3	0.0034501531		1.00000	0.00	609.89	2.29	sv			865,31	
	HARRISON	CARGING MI		ОН		0.0034501590	RI		0.00	0.00	2.29					
1340090455 06/2016	HARRISON	S NTG HR 4H		3 OH	4	0.0034501531	RI	0.37	270,062.36 931.76	99,111.48 341.95	and the second	State State	9,976.87	21	43,209.94	
1340090455	Service Month in	S NTG HR 4H		3	4	0.0034501531		1.00000	0.00	041.33	1111 (De 1	Charles -	34.43 45,924.67	03	149.07	
06/2016	HARRISON			OH		0.0034501553	RI		0.00	0.00	Star Inc. Marte		158.45			
1340091455 03/2016	HARRISON	S NTG HR 6H		3 OH	3	0.0034501531	RI	26.54 1.00000	10,158.76 35.05	269,603.89 930.17	1,149.92 3.96	OF			267,304.05	
1340091455	RHF PETTAY	S NTG HR 6H		3	3	0.0034501531		1.00000	0.00	000.11	5.50	sv			922.25	
03/2016 1340091455	HARRISON	S NTG HR 6H		ОН		0.0034500000	RI		0.00	0.00	3.96					
03/2016	HARRISON	3 NTG HK 0H		3 OH	3	0.0034501531	RI	26.54 1.00000	-10,158.76 -35.05	-269,603.89 -930.17	-251.01 -0.87	OF			-269,101.87 -928.43	
1340091455	RHF PETTAY	S NTG HR 6H		3	3	0.0034501531			0.00	000.11	-0.07	sv			-920.43	
03/2016 1340091455	HARRISON	S NTG HR 6H		ОН		0.0034500000			0.00	0.00	-0.87					
06/2016	HARRISON	SINGHINGH		3 OH	2	0.0034501531	2000	2.44	67,622.00 233.00	165,047.00 569.44	385.73 1.33	OF	1,677.93 5.79	18	53,307.01 183.92	
	RHF PETTAY	S NTG HR 6H		3	2	0.0034501531	10000		0.00	100.14	1,928.66	sv	30,820.56	10	105.92	
06/2016 1340091455	HARRISON	S NTG HR 6H		OH 3	2	0.0034501687	With States		0.00	0.00	6.65	Same and the	106.33	and a	SER STR	
06/2016	HARRISON	o mo nixon		3 OH	2	0.0034501531	and the factor		0.00	0.00	A STREET		12,841.91 44.31	01		
E-Sarah Shin	RHF PETTAY	S NTG HR 6H		3	2	0.0034501531	S. S. Lawrence	A land				Contraction of the second	64,085.20	05		
Talk & At a former	HARRISON RHF PETTAY	S NTG HR 6H		OH 3	2	0.0034501687	Balling Line		0.00	0.00			221.11	and a second	Section of the	
	HARRISON			3 OH	2	0.0034501531	Contract 1		0.00	0,00	States and			11000	- Datis	
and the second second second	RHF PETTAY	S NTG HR 6H		3	2	0.0034501531	Strat Stat	S. S. S.	the constant			and the pro-		Torne and		

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Product Cod	les (PC)	Interest Ty	pe	Tax	Type	Codes	1	egend													
1 - Oil (bbl) WI - Working Interest				-		ance Tax		MP - Marg	inal Production Tax		Deduct Codes 01 - Compression	and the second se	IB Netting	0							
2 - Gas (mcf) RI - Royalty Interest					OF - Oil and Gas Fee         PE - Petroleum Excise Tax         03 - Processing         16 - Unutilized Capacity           AV - Ad Valorem         PR - Gross Production Tax         04 - Treating         17 - Gathering Compres           CN - Conservation Tax         PV - Privilege Tax         05 - Transportation         18 - Gathering Compres									city							
3 - Condensate (bbl) OR - Overriding Royalty					CN - Conservation Tax         PV - Privilege Tax         0.4 <th0.4< th=""></th0.4<>																
4 - Plant Products (gal)					EN - Environmental Tax RF - Energy Resource Revolving Fund 07 - Fuel 19 - Transpor ES - Emergency School Tax RG - Pipeline Tax 08 - Marketing 20 Transport																
D - Drip Condensate (bbl)						Jency School Tax traction			ne Tax d Site Restoration	- 1. C	08 - Marketing		ransportation (								
Disposition Codes (DC)				FB -	Federa	al Backup Withholdir	ng	UI - Unider			09 - Other		Processing Fue								
03 - Sales 10 - Lease Use OT - Other						nmental Tax Processor Tax		WH - State	Withholding Tax		10 - Gathering 14 - Property Exp	pense									
Property Number	Property Name			DC	PĊ	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$						
Sales Date: Month/Year	County Name			ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$						
1340091455	RHF PETTAY S NTG HR 6H			3	3	0.0034501531		40.68	5,192.89	211,227.5	3 561.02	OF			210,105.49						
06/2016	HARRISON			ОН		0.0034501658	RI	1.00000	17.92	728.7	7 1.93				724.9						
1340091455	RHF PETTAY S N	NTG HR 6H		3	3	0.0034501531			0.00		1.000	SV	1.1.1.1.1.1.1.1		1.1.1						
06/2016	HARRISON			ОН		0.0034501658	RI		0.00	0.0	0 1.93										
1340091455	RHF PETTAY S NTG HR 6H			3	4	0.0034501531	152.5	0.37	268,003.33	98,355.8	3		9,900.80	21	42,880.50						
06/2016	HARRISON			OH	No.	0.0034502276	RI	1.00000	924.65	339.3	5		34.16	1952	147.95						
1340091455	RHF PETTAY S N	NTG HR 6H		3	4	0.0034501531	200	and the second	0.00		Contraction of the	Ruger Margal	45,574.53	03							
06/2016	HARRISON			OH	6.02	0.0034502276	RI	S. Constant	0.00	0.0	0		157.24								
1340145455	RHF PETTAY S N	NTG HR 8H		3	3	0.0034501531	8-9 m. K	26.54	7,628.83	202,461.9	3 880.12	OF			200,701.69						
03/2016	HARRISON			ОН		0.0034500000	RI	1.00000	26.32	698.5	2 3.04	8 I I I I I			692.44						
1340145455	RHF PETTAY S N	NTG HR 8H		3	3	0.0034501531			0.00			SV									
03/2016	HARRISON			ОН		0.0034500000	RI		0.00	0.0	0 3.04										
1340145455	RHF PETTAY S N	NTG HR 8H		3	3	0.0034501531		26.54	-7,628.83	-202,461.9	3 -222.15	OF			-202,017.63						
03/2016	HARRISON			ОН	1.0	0.0034500000	RI	1.00000	-26.32	-698.5	2 -0.77	de uno	referred.		-696.98						
1340145455	RHF PETTAY S N	NTG HR 8H		3	3	0.0034501531	-		0.00		1.00	SV			ك ورز عليه						
03/2016	HARRISON			OH		0.0034500000			0.00	0.0	0 -0.77				1.						
1340145455	RHF PETTAY S N	NTG HR 8H		3	2	0.0034501531	1.09	2.44	52,841.00	128,971.0	0 301.42	OF	1,311.16	18	41,655.58						
06/2016	HARRISON			OH	Sec.	0.0034501555	(Chicke)	1.00000	183.00	444.9	7 1.04		4.52		143.73						
1340145455	RHF PETTAY S N	NTG HR 8H		3	2	0.0034501531	Section.	The factor	0.00		1,507.09	SV	24,083.68	10	and the second						
06/2016	HARRISON			OH		0.0034501555	RI	The state	0.00	0.0	0 5.20	AL ARAS	83.09		All and a second						
1340145455	RHF PETTAY S N	NTG HR 8H		3	2	0.0034501531	1.09						10,034.87	01	Same Par						
06/2016	HARRISON			OH	Statute	0.0034501555	and a state of the		0.00	0.0	0		34.62								
1340145455	RHF PETTAY S N	ITG HR 8H		3	2	0.0034501531	0124083	States and			- Seatting		50,077.20	05	Tel anne de se						
06/2016	HARRISON			OH		0.0034501555	120012		0.00	0.0	0		172.77		Chrise Stat						
1340145455	RHF PETTAY S N	ITG HR 8H		3	2	0.0034501531	1.09		Section of the sectio			and the state									
06/2016	HARRISON			ОН	1	0.0034501555	725473-34		0.00	0.0	0										
1340145455	RHF PETTAY S N	ITG HR 8H		3	2	0.0034501531	8000.2001		ALL STATE LAND						the second second						
06/2016	HARRISON		States and the	ОН	1000	0.0034501555	RI	nin Asia	0.00	0.0	and the second second second second				William State						
1340145455	RHF PETTAY S N	ITG HR 8H		3	3	0.0034501531	100	40.68	4,053.20	164,868.9		OF			163,994.89						
06/2016	HARRISON			ОН		0.0034501944	RI	1.00000	13.99	568.8	3 1.51				565.81						
	RHF PETTAY S N	IIG HR 8H		3 OH	3	0.0034501531			0.00			SV									
06/2016	HARRISON				ALC: NOT	0.0034501944	RI		0.00	0.0		and the second se	and the second								
1340145455	RHF PETTAY S N	IG HR OH		3 OH	4	0.0034501531	DI	0.37	205,462.59	75,403.7			7,590.37	21	32,873.99						
06/2016 1340145455	HARRISON			30.02		0.0034502286	FG	1.00000	708.88	260.1			26,19	( Sector	113.42						
06/2016	RHF PETTAY S N	ino nivori		3 OH	4	0.0034501531	PI		0.00				34,939,34	03							
1340146455	HARRISON RHF PETTAY S N	TG HR 10H	Constant States	3	3	0.0034502286	AL .	26.54	0.00	0.0	See in the other section of the sect		120.55	S. S							
03/2016				ОН	3	0.0034501531	DI	26.54	7,782.80	206,548.2		OF			204,819.92						
1340146455	HARRISON	TG HR 10H		3	3	0.0034500000 0.0034501531	r.	1.00000	26.85 0.00	712.6	3 2.99				706.65						
03/2016	HARRISON			ОН		0.0034500000	RI		0.00	0.0	0.000	sv									
1340146455	RHF PETTAY S N	TG HR 10H		3	3	0.0034500000		26.54	-7,782.80	0.0 -206,548.2		OF		-	200 070 00						
03/2016	HARRISON			ОН		0.0034500000	RI	11 100000000	-7,782.80	-206,548.2		OF			-206,070.86						
1340146455	RHF PETTAY S N	TG HR 10H		3	3	0.0034501531		1.00000	-20.05	-/12.0	-0.03	sv		1.1	-710.97						
03/2016	HARRISON			ОН		0.0034500000	RI		0.00	0.0	-0.83	30									
1340146455	RHF PETTAY S N	TG HR 10H		3	2	0.0034501531		2.44	51.793.00	126,415.0	the same and the same and the same same same	OF	1,285.18	18	40,830.00						
06/2016	HARRISON			ОН		0.0034502235		1.00000	179.00	436.1		Star Star	4.44	-	40,830.00						
1340146455	RHF PETTAY S N	TG HR 10H		3	2	0.0034501531	Start Start		0.00	100.1	1,477.22	sv	23,606.39	10	140.00						
06/2016	HARRISON			OH	Sak	0.0034502235		No.	0.00	0.0	A CONTRACTOR OF THE OWNER OF THE	ana ana	81.45	10	A STATE						
1340146455	RHF PETTAY S N	TG HR 10H		3	2	0.0034501531		and the second	0.00	5.0	0,09		9,836.00	01	Section Section						
06/2016	HARRISON			ОН		0.0034502235			0.00	0.0			9,838.00								
1340146455	RHF PETTAY S N	TG HR 10H		3	2	0.0034501531	1.09		0,00	0.0	A STATE OF THE STATE		49,084.77	05							
06/2016	HARRISON			ОН		0.0034502235			0.00	0.0				00							
1340146455	RHF PETTAY S N	TG HR 10H		1 23/2	2				0.00	0.0			169.35								
1010110400	I I I I I AT SK			3	2	0.0034501531	1.09	Contraction of the				Contraction of the second			大学を行う						

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Product Cod	les (PC)	Interest Type		Tax	с Туре	Codes		_egend			Deduct Codes	(Ded Cd)			
Product Codes (PC)         Interest Type           1 - Oil (bbl)         WI - Working Interest           2 - Gas (mcf)         RI - Royalty Interest           3 - Condensate (bbl)         OR - Overriding Royalty           4 - Plant Products (gal)         D           D - Drip Condensate (bbl)         Disposition Codes (DC)           03 - Sales           10 - Lease Use         OT - Other		SV OF AV CN EN ES FB FE	Tax Type Codes         SV - Severance Tax         OF - Oil and Gas Fee         AV - Ad Valorem         CN - Conservation Tax         EN - Environmental Tax         ES - Emergency School Tax         EX - Oil Extraction         FB - Federal Backup Withholding         FE - Environmental Tax         GP - Gas Processor Tax			PE - Petroleum Excise Tax PR - Gross Production Tax PV - Privilege Tax RF - Energy Resource Revolving Fund RG - Pipeline Tax RS - Oilfield Site Restoration UI - Unidentified Tax WH - State Withholding Tax			Deduct Codes (Ded Cd)         01 - Compression       15 - JIB Netting         03 - Processing       16 - Unutilized Capacity         04 - Treating       17 - Gathering Compression         05 - Transportation       18 - Gathering Compression Fuel         07 - Fuel       19 - Transportation Compression         08 - Marketing       20 - Transportation Compression Fuel         09 - Other       21 - Processing Fuel         10 - Gathering       14 - Property Expense						
Property Number		Property Name		DC	PC	Net Revenue Interest	BTU Fact	Price \$	Prop Gross Volume	Gross Value \$	Sev. Tax \$	Tax Type Code	Deducts \$	Ded Cd	Net Value \$
Sales Date: Month/Year		County Name		ST		Disbursement Decimal	Int Type	GMI	Owner Volume	Owner Gross Value \$	Owner Sev. Tax \$	State Withholding	Owner Deducts \$		Owner Net Value \$
340146455 6/2016	RHF PETTAY S HARRISON	NTG HR 10H		3 0H	2	0.0034501531	1.09 BI	1	0.00 0.00	0.0					
340146455 6/2016 340146455 6/2016	RHF PETTAY S HARRISON RHF PETTAY S HARRISON	NTG HR 10H		3 ОН 3 ОН	3	0.0034501531 0.0034501527 0.0034501531 0.0034501527	RI	40.68 1.00000	4,039.92 13.93 0.00 0.00	164,328.9 566.9 0.0	6 436.33 5 1.51	OF			163,450 56
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EXHIBIT	
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#### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF OHIO EASTERN DIVISION

CUNNINGHAM PROPERTY MANAGEMENT TRUST,	
	: Case No. 2:16-cv-00957
Plaintiff,	: Chief Judge Sargus
<b>v.</b>	Magistrate Judge Kemp
ASCENT RESOURCES, LLC, et al.	:
Defendants	

#### **DECLARATION OF BENJAMIN H. THOMAS**

Pursuant to 28 U.S.C. § 1746, I, Benjamin H. Thomas, make the following declarations, which are true and correct to the best of my knowledge:

- 1. I am above the age of eighteen and possess the mental capabilities to testify in a court of law.
- 2. I am a petroleum engineer and retired professor of petroleum engineering at Marietta College in Marietta, Ohio.
- 3. I hold a bachelor's degree, master's degree, and a Ph.D. in Petroleum and Natural Gas Engineering. (I have attached my résumé to this affidavit.)
- 4. I also hold a bachelor's degree and master's degree in business administration.
- Aside from my experience as a professor of petroleum engineering, I have substantial experience in the oil and gas industry, including my current position as president of Thomas Consulting, LLC, in which I provide consulting services in the areas of reservoir engineering, drilling and production, operations management, reserve reporting, and acquisitions and divestitures.
- 6. My experience and expertise in the oil and gas industry includes the calculation of royalties.
- 7. As requested, I have reviewed a sampling of the Plaintiff's monthly landowner royalty statements attached to the Complaint in the above-captioned matter.

- 8. Based on this initial review, I conclude that certain natural gas post-production expenses appear to be very high and provide reason to investigate further as to whether they are proper.
- 9. Although additional information and supporting detail will be necessary to reach a more definitive conclusion, certain deducted amounts appear not to be typical and result in a significantly lower net natural gas price being paid to the mineral interest owners.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED ON JANUARY 6., 2017.

omas

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EXHIBIT

## FIELDS, DEHMLOW & VESSELS

A LIMITED LIABILITY COMPANY ATTORNEYS AND COUNSELORS AT LAW

JONATHAN C. DEHMLOW ETHAN T. VESSELS\*

WILLIAM A. FIELDS (RETIRED) LESLEY H. KUHL \* NBTA CERTIFIED CIVIL TRIAL ADVOCATE 309 Second Street Marietta, Ohio 45750

www.fieldsdehmlow.com (740) 374-5346 phone (740) 374-5349 facsimile

May 13, 2016

#### VIA CERTIFIED MAIL

Ascent Resources – Utica, LLC ATTN: Royalty Inquiries P.O. Box 13678 Oklahoma City, OK 73113

#### Re: Inquiry Regarding Royalty Payments Cunningham Property Management Trust Ascent Owner No.: 2021614-1 and 2021588-1

Dear Sir or Madam,

I represent the Cunningham family, who own property as the Cunningham Property Management Trust. They are lessors and hold the royalty interest in 10 Ascent wells that are currently producing in Harrison County, Ohio. The Ascent royalty statements list these wells as the: "RH PETTAY S NTG HR 2H" and the "RH PETTAY S NTG HR 4H" and the "RH PETTAY S NTG HR 6H" and the "RH PETTAY S NTG HR 8H" and the "RH PETTAY S NTG HR 10H" and the "RH PETTAY S NTG HR 8H" and the "RH PETTAY S NTG HR 10H" and the "RH HAMILTON S MRF HR 2H" and the "RH HAMILTON S MRF HR 4H" and the "RH HAMILTON S MRF HR 6H" and the "RH HAMILTON S MRF HR 8H" and the "RH HAMILTON S MRF HR 10H" wells. It is believed that these wells are within two separate units.

My clients are concerned regarding the deductions from their royalty payments. Accordingly, I am sending this letter seeking information. Within one month, please provide information responsive to the requests below:

#### **Operative Lease and Unit Documents**

1. Please provide a copy of the underlying lease, which Ascent uses as contractual authority to pay the Cunnigham's royalties. If there is more than one operative lease, covering different parcels, please send each lease.

2. Please provide a copy of the relevant unit maps, corresponding to each of the above-specified wells, approved by the Ohio Department of Natural Resources, which reflect the lessor's interest in the approved unit.

#### Royalty Statements

Since the date of the completion of each of the above-specified wells, please send a copy of <u>each</u> royalty statement, reflecting the gross volumes of natural gas, condensates, liquids, and crude oil; lessor royalty interests; volumes of product produced; market prices for product; itemized deductions; and categories for the deductions; and the lessor's net royalty payments.

### Explanation of Deductions

For each category of deductions (compression, processing, treating, transportation, gathering, etc.), please provide a detailed explanation of the method of calculation of such deduction. Please specify if these deductions are withdrawn from the lessor's royalty *in proportion* to the lessor's royalty. If not, please specify the ratio of the deduction and the reason for that ratio.

Also, is it your contention that the operative lease (or leases) allows for deductions at all? If yes, please explain the basis for your contention that the lease permits deductions from the lessor's royalty payments.

### Crude Oil

- 1. Please provide the name and address of all companies that have purchased oil produced from the above-specified wells.
- 2. Please provide the purchase contract(s) whereby crude oil is sold to the first purchaser of oil. If your company acts as such first purchaser, then please provide the purchase contract(s) whereby the crude stream is sold to the first arm's-length purchaser.
- 3. If you are unable to provide the foregoing purchase contract(s) for the oil, then describe in detail the pricing basis used in such contract(s), including the starting posted price, quality differentials, transportation differentials, pipeline tariffs, deductions, and other components of your lease-price formula.
- 4. Please provide for December 2015, January 2016, and February 2016: Run tickets (or other statements) showing the gravity, temperature and volumes for the crude stream, on the lease/unit and at the delivery point to an arm's-length buyer.

- 5. For the same months in the foregoing request, please provide itemizations (or other statements) of post-production transportation, marketing, and treatment costs for the crude stream.
- 6. For the lease(s) entitling the lessor to royalties from oil production, please confirm that you are paying oil royalties in compliance with the lease's royalty clause.
- 7. Please provide a written description or formula for how you determine the prices and volumes on which you pay the oil royalties.

Natural Gas, Condensates, Plant Products, or Other Liquids-Rich Gas

- 1. Please provide the name and address of all companies that have purchased natural gas, condensates, or other liquids produced from the above-specified wells.
- 2. Please provide the purchase contract(s) whereby natural gas, condensates, or other liquids are sold to the first purchaser. If your company acts as such first purchaser, then please provide the purchase contract(s) whereby the product is sold to the first arm's-length purchaser.
- 3. Please provide the name and address of all companies that provide any compression, processing, enhancement, treating, transporting, or gathering services for to Ascent related to oil, gas, or other hydrocarbon products produced from the above-specified wells.
- 4. Please provide plant compression, processing, enhancement, treatment, or gathering agreement(s) for the gas stream, as well as the sales agreement(s) and plant tailgate agreement(s) if they differ from the processing arrangements.
- 5. If you are unable to provide the foregoing agreement(s) for the gas, then describe in detail the pricing basis used in such agreement(s), including the prices for sales/processing on a percentage-of-proceeds basis or other pricing standard, fees per MCF/MMBTU, trans and frac fees for plant products, and downstream sales prices such as OPIS prices.

6. Please provide for December 2015, January 2016, and February 2016: chromatographs or other gas analyses taken from samples at the field meters and plant inlet. Such information should show at least the following:

> Delivery pressure Temperature Gravity Gas components on a Mol % basis Contaminants Data for determining GPMs

- 7. Please provide for December 2015, January 2016, and February 2016:
  - (a) gas-to-plant volume statements showing the volumes of the various gas streams that send unprocessed gas to the plant;
  - (b) lease-use statements (and/or unit-use statements) showing the volumes of residue gas returned to lease operators (and/or unit operators) for lease use and/or unit operations;
  - (c) plant-use statements showing the volumes of residue gas consumed by the plant in operations; and
  - (d) statements showing the volumes of residue gas available for sale after extractions of liquids, lease use, unit operations and plant use.
- 8. If you are unable to provide the foregoing agreement(s) for the gas, then describe in detail the pricing basis used in such agreement(s), including the prices for sales/processing on a percentage-of-proceeds basis or other pricing standard, as well as fees per MCF/MMBTU.
- 9. Please provide for December 2015, January 2016, and February 2016: chromatographs or other gas analyses taken from samples at the field meter(s), pipeline inter-connect(s), and sales delivery point(s). Such information should show at least the following:

Delivery pressure Temperature Gravity Gas components on a Mol % basis Contaminants Data for determining GPMs

- 10. Please provide for December 2015, January 2016, and February 2016:
  - (a) volume statements showing the volumes of the various gas streams that send gas through the field meter;
  - (b) gas-use statements showing the volumes of gas consumed in gathering and transportation; and
  - (c) statements showing the volumes of gas available for sale after gathering and transportation.
- 11. Please confirm that you are paying such royalties in compliance with each lease's royalty clause.
- 12. Please provide a written description or formula for how you determine the prices and volumes on which you pay the gas royalties, including all condensates and plant products.

I request a response within 30 days. Please do not hesitate to contact me with any further questions or concerns.

Sincerely,

Ethan Vessels

cc:

Philip Cunningham

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# **ReedSmith**

Kevin C. Abbott Direct Phone: +1 412 288 3804 Email: kabbott@reedsmith.com Reed Smith LLP Reed Smith Centre 225 Fifth Avenue Pittsburgh, PA 15222-2716 Tel +1 412 288 3131 Fax +1 412 288 3063 reedsmith.com

September 1, 2016

Ethan Vessels Fields, Dehmlow & Vessels 309 Second Street Marietta, OH 45750

Inquiry Regarding Royalty Payments Anthony and Stephen Gorisek Ascent Owner No.: 2021369-1

Inquiry Regarding Royalty Payments Cunningham Property Management Trust Ascent Owner No.: 2021614-1 and 2021588-1

Dear Mr. Vessels:

With regard to the letters that you sent to Ascent Resources regarding the leases noted above, Ascent has retained my firm to respond. Please direct all future communications to me.

Very truly yours,

Kevin C. Abbott

KCA:am

ABU DHABI + ATHENS + BEIJING + CENTURY CITY + CHICAGO + DUBAI + FRANKFURT + HONG KONG + HOUSTON + KAZAKHSTAN + LONDON + LOS ANGELES + MUNICH + NEW YORK + PARIS PHILADELPHIA + PITTSBURGH + PRINCETON + RICHMOND + BAN FRANCISCO + SHANGHAI + SILICON VALLEY + SINGAPORE + TYSONS + WASKINGTON, D.C. + WILMINGTON Case: 2:19-cv-03412-EAS-CMV Doc #: 21-11 Filed: 08/06/20 Page: 1 of 2 PAGEID # 2341BIT

### FIELDS, DEHMLOW & VESSELS

A LIMITED LIABILITY COMPANY ATTORNEYS AND COUNSELORS AT LAW

JONATHAN C. DEHMLOW ETHAN T. VESSELS\*

WILLIAM A. FIELDS (RETIRED) LESLEY H. KUHL \*NBTA CERTIFIED CIVIL TRIAL ADVOCATE

September 6, 2016

ReedSmith Attn: Kevin C. Abbott 225 Fifth Avenue Pittsburgh, Pennsylvania 15222-2716

#### Re: Your letter of September 1, 2016

Inquiry Regarding Royalty Payments Anthony and Stephen Gorisek Ascent Owner No.: 2021369-1

Inquiry Regarding Royalty Payments Cunningham Property Management Trust Ascent Owner No.: 2021614-1 and 2021588-1

Dear Mr. Abbott,

I received your letter of September 1, 2016. I would note that I originally sent my letter of inquiry to Ascent on May 13, 2016. As yet, I have not received a response.

I have been preparing to file a lawsuit, but I wanted to ensure that Ascent had sufficient time to respond to my inquiry. To that end, I am pleased that you have sent a letter.

Accordingly, I would ask that Ascent promptly provide a full and accurate response to my inquiry letter of May 13, 2016 regarding the Cunningham property, as well as the May 13, 2016 letter regarding the Gorisek property.

309 Second Street Marietta, Ohio 45750

www.fieldsdehmlow.com (740) 374-5346 phone (740) 374-5349 facsimile Case: 2:19-cv-03412-EAS-CMV Doc #: 21-11 Filed: 08/06/20 Page: 2 of 2 PAGEID #: 333

I appreciate your prompt attention to this matter.

Sincerely,

Ethan Vessels

ETV/bjh

cc: Stephen Gorisek Cunningham Property Management Trust

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## ReedSmith

Kevin C. Abbott Direct Phone: +1 412 288 3804 Email: kabbott@reedsmith.com Reed Smith LLP Reed Smith Centre 225 Fifth Avenue Pittsburgh, PA 15222-2716 Tel +1 412 288 3131 Fax +1 412 288 3063 reedsmith.com

September 23, 2016

Ethan T. Vessels Fields, Dehmlow & Vessels 309 Second Street Marietta, OH 45750

#### Gorisek and Cunningham Leases

Dear Ethan:

In response to your letters of May 13, 2016 and September 6, 2016, enclosed please find copies of the leases, the unit declarations, and the past three months of the royalty statements.

As to your questions about royalty deductions, I can verify that any post-production costs deducted from royalties are proportional - - your clients' share of those costs is the same as their royalty percentage in the leases. As to your other requests, I need to get some additional information from you before I can respond. Your September 6 letter mentioned filing a complaint, but both leases require your clients to give advance notice of alleged breaches and an opportunity to cure before filing a complaint. If you provide that notice and let me know what the alleged breaches are, I will try to work out these issues.

Very truly yours,

Kevin C. Abbott

KCA:sk

ABU DHABI + ATHENS + BELING + CENTURY CITY + CHICAGO + DUBAI + FRANKFURT + HONG KONG + HOUSTON + KAZAKHSTAN + LONDON + LOS ANGELES + MUNICH + NEW YORK + PARIS PHILADELPHIA + PITTSBURGH + PRINCETON +RICHMOND + SAN FRANCISCO + SHANGHAI + SILICON VALLEY + SINGAPORE + TYSONS + WASHINGTON, D.C. + WILMINGTON