

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this 4th day of December 2010, by and between: Ira O. Lepley and Katherine L. Lepley (H&W), of 12756 Warwick Rd. Marshalville, OH 44645, hereinafter collectively called "Lessor," and TRI-STAR ENERGY HOLDINGS, INC., a Pennsylvania Corporation with mailing address of 107 East Lloyd Street, P.O. Box 330, Ebensburg, PA 15931, hereinafter called "Lessee."

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

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

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

Property Tax Parcel Identification Number: 43-00337.000

and is bounded formerly or currently as follows:

On the North by lands of Lindsey;
On the East by lands of King;
On the South by lands of Moore;
On the West by lands of Perkins;

including lands acquired from Welts, Jeffrey L., Kimberly S., Kellie D., by virtue of deed dated 4.8.2008, and recorded in Deed Book 9147, at Page 320, at the Recorder's office of Belmont County, Ohio, and described for the purposes of this agreement as containing a total of 109.63 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. **December 30, 2010** (effective date) to 11:59 P.M. **December 29, 2015** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of five (5) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an extension payment of **two-thousand, five hundred dollars (\$2,500.00)** per Leasehold acre. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond

the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

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

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

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

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

1. **OIL:** To deliver to the credit of Lessor, free of cost, a Royalty of the equal fifteen and one-half percent (15.50%) part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. **GAS:** To pay Lessor an amount equal to fifteen and one-half percent (15.50%) of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

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

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

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

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

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

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

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

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

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

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

15.5

lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

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

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights-of-way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon-related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

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

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

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

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

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

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

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

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

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

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

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

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

See Exhibit "A" attached hereto and by reference made a part hereof

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

Witness Barney D. Dillon _____ (Seal)
 Witness _____ (Seal)
 Witness _____ (Seal)
 Witness _____ (Seal)

ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
 COUNTY OF Belmont)

On this, the 4 day of Dec, 2010, before me BARNEY DILLON the undersigned officer, personally appeared IRA D. LEPLER & KATHERINE L. LEPLER, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires: 7-17-2014
 Signature/Notary Public: Barney Dillon
 Name/Notary Public (print): Barney Dillon



STATE OF OHIO)
) SS:
 COUNTY OF Belmont)

On this, the 4 day of Dec, 2010, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires: _____
 Signature/Notary Public: _____
 Name/Notary Public (print): _____

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
 COUNTY OF _____)

On this, the ___ day of _____, 2010, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a corporation, and that he as such _____, being authorized to do so, executed foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as _____.

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

My Commission Expires: _____
 Signature/Notary Public: _____
 Name/Notary Public (print): _____

Recorder Return To:

TRI-STAR ENERGY HOLDINGS, INC., 107 East Lloyd Street, P.O. Box 330, Ebensburg, PA 15931

EXHIBIT A

Attached to and made a part of that certain Oil and Gas Lease dated the 4th day of December, 2010, by and between Ira O. Lepley and Katherine L. Lepley (H&W), as Lessor(s), and TRI-STAR ENERGY HOLDINGS, INC., as Lessee ("Lease"), to wit:

In the event of a conflict between the terms of this Exhibit "A" and the terms of the printed form to which it is attached, the terms of this Exhibit "A" 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.

PRODUCTION

Commencement of Operations

Commencement of operations shall be defined as Lessee having secured a drilling permit from the State and Further entering upon the herein described premises with equipment necessary to build any access road(s) for drilling of a well subsequently followed by a drilling rig for the spudding of the well to be drilled.

Shut-In

It is understood and agreed that this lease may not be maintained in force for an 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.

Limitation on Pooled Unit

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. The pooled production unit shall to the extent practicable be parallel and centered on the lateral wellbores to be drilled within the unit. Lessor and Lessee agree to abide by any State pooling or unitization orders.

Pugh Clause

In the event a pooled unit is created which encompasses land located outside the lease premises and some, but not all, of the Leasehold premises, any drilling completing, testing, deepening operations or reworking operations on or production from a well located on that pooled unit shall continue this Lease in full force and effect but only as to that part of the lease premises contained within the pooled unit and only as to those formations and horizons found from the surface down to the deepest depth drilled; specifically, this lease shall automatically terminate two (2) years ("Extended Term") after the expiration of the primary term or any extension provided herein as to such portions of leased premises not contained within a pooled unit and those formations and horizons below the deepest depth drilled. However, Lessee may, at its option, pay the extension payment included in this lease one time, and one time only, prior to the expiration of the two (2) year Extended Term on the portions of the Leasehold not included in a production unit or below the deepest depth drilled to continue all of its rights in and to the Leasehold or surrender such portions of the Leasehold not included in a production unit or those formations and horizons found below the deepest depth drilled.

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, gathering, 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.

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 Fifteen Thousand Dollars and 00/100 (\$15,000.00) as a supplemental surface damage payment for each pad site built on the herein described leased premises.

Surface Restoration Clause:

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 Lessee'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 operations upon the said lands. This work shall be done at the sole expense of the Lessee.

Flowline - No Foreign Gas

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

Flowline - Flow Depth

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 Compression on Leasehold

It is agreed and understood that compression facilities will not be placed on the leasehold unless written consent is provided by the Lessor, which consent shall not be unreasonably withheld, delayed or conditioned.

Fence Clause

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 conducted 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 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 shall have fourteen (14) days from the date of said correspondence to approve in writing or to advise Lessee in writing of Lessor's disapproval of a specific location(s) associated with Lessee's site plan and to provide Lessee with an alternate location(s) that is deemed to be reasonable, economically feasible and at a legal location pursuant to all applicable rules and regulations. Lessor's failure to notify Lessee of written approval of said site plan or to provide Lessee with written objection and an alternate location(s) within fourteen (14) days shall constitute Lessor's approval of the proposed site location.

WATER

Water Quality

Lessee shall have Lessor's current water supply sampled and tested prior to spudding of any well drilled on the leased premises, or drilled on acreage unitized with the leasehold. 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 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

Lessee is not granted any right whatsoever to use any water within the leasehold 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 damages, disturbs, or injures Lessor's fresh water well or source located on these 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

Lessee'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 agreement 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 offer, 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 does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor.

Oil & Gas Only

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

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 harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whatsoever or whatsoever arising out of or caused by any negligence of the Lessee or those holding under Lessee. Lessor shall be named as an additional insured on Lessee's liability insurance policy. Prior to the commencement of drilling operations, Lessee shall provide to Lessor, a certificate of evidence for liability, workman's compensation and disability insurance.

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

Lessee and Lessor agree to pay their proportionate share of any increase in ad valorem taxes attributable to, or resulting from, the encumbrance of oil and gas due to production from the leased premises.

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

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 audit shall be at the sole cost and expense of Lessor.

Clean and Green Clause

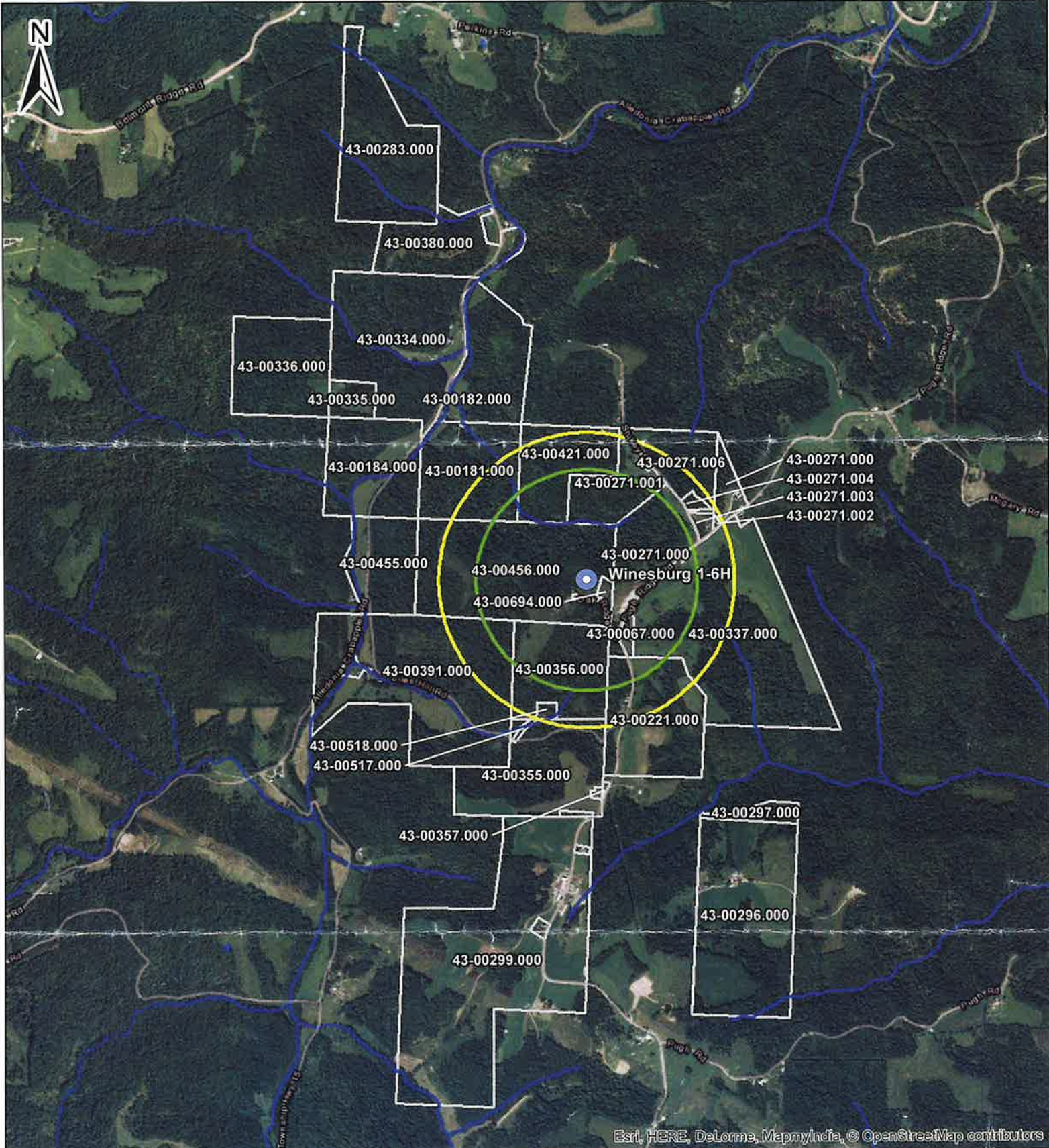
Lessee agrees that if and when any penalty, rollback or recapture of tax abatements created or imposed under any governmental program such as, but not limited to CREP, CRP and Clean and Green that is levied on Lessor solely as a result of Lessee's operations on leased premises, Lessee will reimburse Lessor upon written request and copy of the penalty notice.

Release of Lease

Upon written request by Lessor and after termination, expiration, or surrender 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.



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors
Aerial imagery provided by NAIP, 2013



Prepared for:

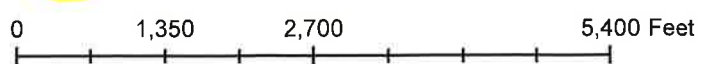
**Well Pad:
WINESBURG 1-6H**

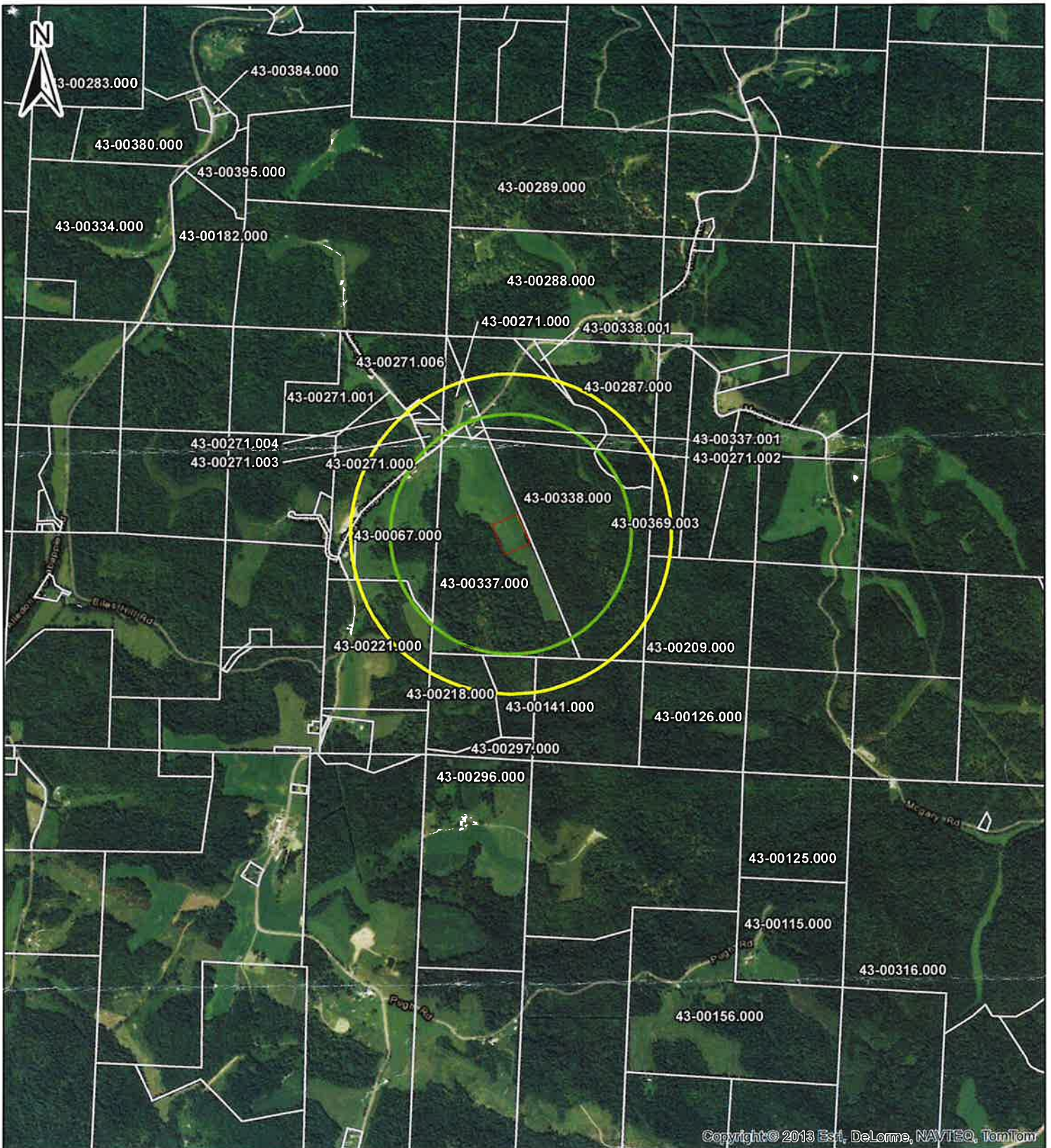
Prepared by:



Legend

- Well Pad Center
- 1,500' Buffer (ODNR)
- 2,000' Buffer (Gulfport)
- Intermittent Streams (NHD)
- Streams/Rivers (NHD)





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 Aerial imagery provided by NAIP, 2013



Prepared for:

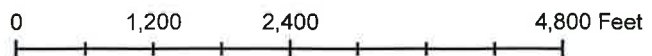
Well Pad:
CLOVER RIDGE - LEPLEY 6-13H

Prepared by:



Legend

- Potential Well Pad
- 1,500' Buffer (ODNR)
- Parcel Boundaries
- 2,000' Buffer (Gulfport)



201500005772
Filed for Record in
BELMONT COUNTY, OHIO
MARY CATHERINE NIXON, RECORDER
05-18-2015 At 10:06 am
POOL UNIT 252.03
OR Book 547 Page 1011 - 1024

DECLARATION AND NOTICE OF POOLED UNIT
WINESBURG 210020 UNIT

STATE OF OHIO)
)
COUNTY OF BELMONT) KNOW ALL PERSONS BY THESE PRESENTS:

This Declaration and Notice of Pooled Unit dated December 12, 2014 is executed to be effective as of February 1, 2014 by the undersigned parties, who collectively own the leasehold estates created under those certain oil and gas leases and any renewals, extensions, ratifications and amendments thereof which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Leases"), or who collectively own an interest in the oil and gas lease estate in the lands described in the Leases, and who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the Leases and oil and gas estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land and leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and oil and gas estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned to efficiently and effectively develop the oil and gas rights within such unit.

WHEREAS, Gulfport Energy Corporation is the Operator of the oil and/or gas well(s) in the pooled unit and executes this document on behalf of itself and as agent for all interest owners in the leases to the extent that they do not separately join in the execution hereof.

NOW, THEREFORE, in order to establish and provide proper notice for the creation of the hereinafter described unit, the undersigned hereby declare as follows:

1. **Declaration of Unit.** In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the oil and gas estates therein, to the extent necessary to form and create a pooled unit as described below. Production from the unit shall be allocated among all of the Leases and tracts within the unit in the proportion that the number of surface acres of each lease and tract included within the unit bears to the total number of surface acres in the unit, as described in Exhibit "A".
2. **Unit Name.** The pooled unit created hereby shall be known as the "Winesburg 210020 Unit" ("the Unit").
3. **Description of Unit:** The Unit shall consist of 680.946 acres, more or less, being all or a portion of the Leases listed on Exhibit "A" INsofar AND ONLY INsofar as the Leases fall within the boundary more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes. This Declaration and Notice of Pooled Unit covers all production from the lands described on Exhibit "A" and Exhibit "B" which is produced from any well drilled within the unit. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B", Exhibit "A" shall supersede and control.
4. **Effect of Pooled Unit.** The effect of this Declaration and Notice of Pooled Unit shall be that operations and/or production (or the equivalent as in the case of shut-in payments) anywhere within the Unit shall be deemed to be operations and/or production on each separate tract sufficient to extend and maintain each included lease in the Unit.
5. **Right to Amend.** The undersigned hereby expressly reserve the right, from time to time, to amend this Declaration and Notice of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the Unit, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit; (ii) to include in the Unit additional lands and oil and gas leases, or interests in the lands described herein, covering interests in the Unit, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein; (iii) to

include in the Unit full or undivided interests in the Unit which are not otherwise included herein by the respective owner of such full or undivided interests; and (iv) to change the allocation of oil and gas production attributable to the various lands, leases and owners thereof to conform with (i) – (iii) above.

6. **Dissolution of Unit.** The Unit formed hereby may be dissolved by Gulfport Energy Corporation, acting as the Operator of the Unit, with the consent of the undersigned, at any time by filing an appropriate instrument of record in the county in which the Unit is located, after any failure to establish unit production or after cessation of operations upon the Unit.


7. **Binding upon Assigns and Successors.** This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties.

8. **Counterparts.** This document may be executed in one or more counterparts, each of which will be deemed to be an original for all purposes and all of which, when taken together, will be deemed to constitute one and the same document as if all signatures were included therein. The failure of one or more of the signatory parties listed below to execute this instrument or a counterpart thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

9. **Effective Date.** This unit shall remain in force from the effective date listed hereinabove and for as long as oil and gas are being produced from the Unit, or so long as the Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms and provisions of the Leases.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes from the effective date listed hereinabove.

GULFPORT ENERGY CORPORATION,
a Delaware corporation

By: 
Name: Lester A. Zitkus
Title: Vice President Land

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

On this the 5th day of May, ²⁰¹⁵ 2014, before me the undersigned, a Notary Public in and for said state, personally appeared Lester A. Zitkus, known to me (or satisfactorily proven) to be the Vice President of ~~Gulfport~~ Energy Corporation, and that as such and being authorized to do so, he executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

In witness thereof, I hereunto set my hand and official seals.

[SEAL]



John L. Mandich
Notary Public

My Commission Expires on: 1/27/18

RICE DRILLING D, LLC

[Signature]
By: _____
Name: Toby Z. Rice
Title: President and Chief Operating Officer

CORPORATE ACKNOWLEDGEMENT

STATE OF Pennsylvania)
) §
COUNTY OF Washington)

On this the 6th day of February, 2015, before me the undersigned, a Notary Public in and for said state, personally appeared Toby Z. Rice, known to me (or satisfactorily proven) to be the President and Chief Operating Officer of Rice Drilling D, LLC, and that as such and being authorized to do so, he executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

In witness thereof, I hereunto set my hand and official seals.

[SEAL]

John D. Mandich
Notary Public

My Commission Expires on: _____

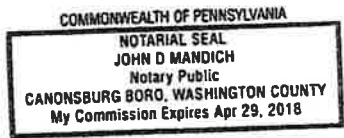


EXHIBIT "A"

Attached to and made a part of that certain Declaration and Notice of Pooled Unit dated effective February 1, 2014, by and between Gulfport Energy Corporation as Operator, and Rice Drilling D, LLC, XTO Energy, Inc. and American Natural Gas, Inc. as Non-Operators
WINESBURG 210020 UNIT
 Belmont County, Ohio

GPOR LEASE ID	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	INSTRUMENT	TAX MAP PARCEL ID NUMBERS
Pending	Washington Township Trustees						no tax parcel
3362	Carol A. Baker	Wishgard, LLC	5/1/2011	269	30	201100003309	43-00066.000
2081	Wilfred Keith Perkins & Linda Carol Perkins	Tri-Star Energy Holdings, Inc.	12/11/2010	270	59	201100003617	43-00067.000
n/a	Mark Wiles and wife, Twila Wiles	XTO Energy, Inc.	9/28/2011	294	148	201100009372	43-00110.000
n/a	Mark Wiles and wife, Twila Wiles	XTO Energy, Inc.	9/28/2011	294	148	201100009372	43-00111.000
3330	Cynthia L. Crooks	Tri-Star Energy Holdings, Inc.	12/4/2010	270	7	201100003591	43-00181.000
3330	Cynthia L. Crooks	Tri-Star Energy Holdings, Inc.	12/4/2010	270	7	201100003591	43-00182.000

GPOR/LEASE ID	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	INSTRUMENT	TAX MAP PARCEL ID NUMBERS
3353	Thomas R. Danford 3/8	Tri-Star Energy Holdings, Inc.	12/4/2010	270	93	201100003634	
3354	Patricia Armstrong 3/8	Tri-Star Energy Holdings, Inc.	12/4/2010	275	404	201100004806	
3355	Richard C. Tobin 1/12	Tri-Star Energy Holdings, Inc.	12/6/2010	270	101	201100003638	
3356	John M. Tobin 1/12	Tri-Star Energy Holdings, Inc.	12/7/2010	270	95	201100003635	43-00184.000
3357	John T. Browning 1/36	Tri-Star Energy Holdings, Inc.	12/10/2010	270	97	201100003636	
3358	Cyril J. Browning 1/36	Tri-Star Energy Holdings, Inc.	12/8/2010	270	99	201100003637	
3359	Julie Browning Kanyuch 1/36	Tri-Star Energy Holdings, Inc.	12/6/2010	270	103	201100003639	
3801	Gary Moore & Paula Moore, his wife	Gulfport Energy Corp.	9/29/2011	297	710	201100010305	43-00218.000
3801	Gary Moore & Paula Moore, his wife	Gulfport Energy Corp.	9/29/2011	297	710	201100010305	43-00219.000
3801	Gary Moore & Paula Moore, his wife	Gulfport Energy Corp.	9/29/2011	297	710	201100010305	43-00220.000
3801	Gary Moore & Paula Moore, his wife	Gulfport Energy Corp.	9/29/2011	297	710	201100010305	43-00221.000
n/a	Glenn Goddar, Jr. & Alice M. Goddard	XTO Energy, Inc.	3/4/2014	465	307	201400004543	43-00232.000
n/a	Glenn R. Jr. and Alice M. Goddard	XTO Energy, Inc.	3/4/2014	465	307	201400004543	43-00233.000
n/a	Glenn R. Jr. and Alice M. Goddard	XTO Energy, Inc.	3/4/2014	465	307	201400004543	43-00235.000

GPOR LEASE ID	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	INSTRUMENT	TAX MAP PARCEL ID NUMBERS
n/a	RAGJN LLC	Rice Drilling D, LLC	11/14/2012	360	665	201200013419	43-002556.000
n/a	Nelson G. Lindsey	Rice Drilling D, LLC	4/15/2013	400	388	201300008834	43-00271.000
2064	David A. Crooks & Judith Crooks	Tri-Star Energy Holdings, Inc.	12/11/2010	270	9	201100003592	43-00271.001
2070	Duane Hudson and Patty C. Hudson, husband and wife Randolph Louden and Connie Louden, husband and wife Gerald Louden and Cathy Louden, husband and wife Lori Felton and Jack Felton, wife and husband Stacie C. King and Bryan King, wife and husband Shirley A. Harper Douglas R. Law Michael Louden Troy D. King	Tri-Star Energy Holdings, Inc.	12/4/2010	276	660	201100005049	43-00283.000
3337	Neal W. Moore and Deborah Moore, husband and wife	Tri-Star Energy Holdings, Inc.	12/4/2010	271	160	201100003906	43-00296.000
3337	Neal W. Moore and Deborah Moore, husband and wife	Tri-Star Energy Holdings, Inc.	12/4/2010	271	160	201100003906	43-00297.000

GPOR LEASE ID	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	INSTRUMENT	TAX MAP PARCEL ID NUMBERS
3337	Neal W. Moore and Deborah Moore, husband and wife	Tri-Star Energy Holdings, Inc.	12/4/2010	271	160	201100003906	43-00299.000
n/a	Nancy L. Garrison f/k/a Nancy L Perkins and Robert Garrison; Michael A. Perkins & Jill E. Perkins, Mitchell G. Perkins & Dedra D. Perkins, Philip J. Perkins & Jackie M. Perkins	Rice Drilling D, LLC	5/24/2013	400	402	201300008838	43-00330.000
n/a	Nancy L. Garrison f/k/a Nancy L Perkins and Robert Garrison; Michael A. Perkins & Jill E. Perkins, Mitchell G. Perkins & Dedra D. Perkins, Philip J. Perkins & Jackie M. Perkins	Rice Drilling D, LLC	5/24/2013	400	402	201300008838	43-00331.000
n/a	Nancy L. Garrison f/k/a Nancy L Perkins and Robert Garrison; Michael A. Perkins & Jill E. Perkins, Mitchell G. Perkins & Dedra D. Perkins, Philip J. Perkins & Jackie M. Perkins	Rice Drilling D, LLC	5/24/2013	400	402	201300008838	43-00332.000
3340	Clyde Perkins & Janet Perkins, husband and wife	Tri-Star Energy Holdings, Inc.	12/4/2010	273	336	201100004372	43-00334.000
3340	Clyde Perkins & Janet Perkins, husband and wife	Tri-Star Energy Holdings, Inc.	12/4/2010	273	336	201100004372	43-00335.000
3340	Clyde Perkins & Janet Perkins, husband and wife	Tri-Star Energy Holdings, Inc.	12/4/2010	273	336	201100004372	43-00336.000

GPOR LEASE ID	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	INSTRUMENT	TAX MAP PARCEL ID NUMBERS
2074	Ira O. Lepley & Katherine Lepley	Tri-Star Energy Holdings, Inc.	12/4/2010	270	35	201100003605	43-00337.000
3362	Carol A. Baker	Wishgard, LLC	5/1/2011	465	783	201400004640	43-00355.000
3362	Carol A. Baker	Wishgard, LLC	5/1/2011	269	30	201100003309	43-00356.000
3362	Carol A. Baker	Wishgard, LLC	5/1/2011	269	30	201100003309	43-00357.000
5059	Howard E. Perkins and Marilyn R. Perkins	OHTEX Energy Company, LLC	7/22/2010	234	991	201000004309	43-00361.000
3344	John W. Ruschak, Jr & Shannon L. Trigg, husband and wife	Tri-Star Energy Holdings, Inc.	12/30/2010	270	63	201100003619	43-00380.000
3346	Shirley Schafer	Tri-Star Energy Holdings, Inc.	12/11/2010	270	67	201100003621	43-00391.000
5060	Terry Craig, Mickey Craig, & Cecil Craig	OHTEX Energy Company, LLC	7/12/2010	243	280	201000006065	43-00421.000
3346	Shirley Schafer	Tri-Star Energy Holdings, Inc.	12/11/2010	270	67	201100003621	43-00455.000

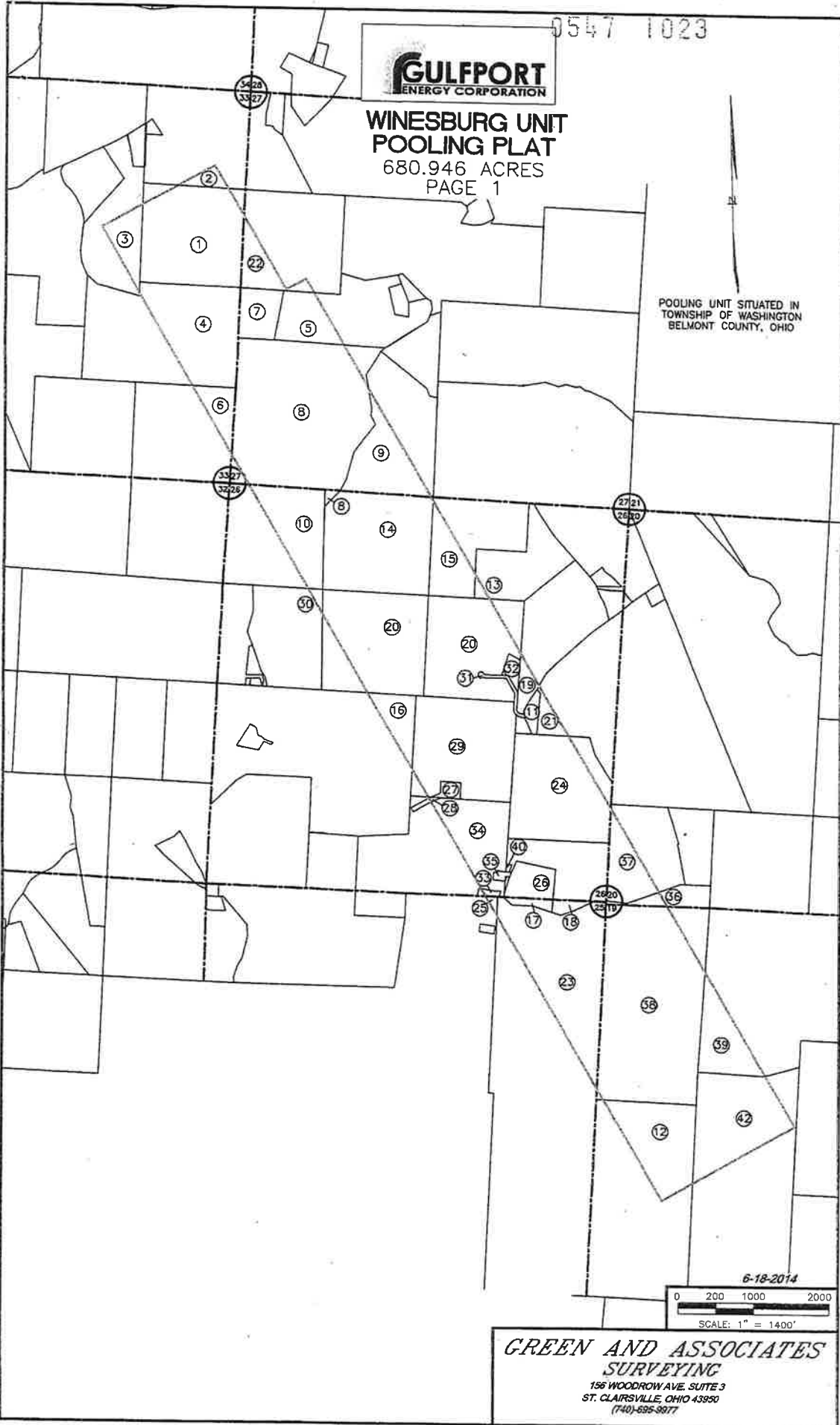
GPOR LEASE ID	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	INSTRUMENT	TAX MAP PARCEL ID NUMBERS
4602	Nelda G. Hamilton (married) (1/3)	Gulfport Energy Corp.	4/9/2012	359	19	201200013072	
4603	Lorna & Dale Brownfield (dower) (1/3)	Gulfport Energy Corp.	4/9/2012	319	847	201200004209	
5604	Mary P. Perkins (1/3)	Gulfport Energy Corp.	11/28/2012	365	166	201300000243	43-00456.000
8579	Winesburg Enterprises, LLC (100% Protection Lease)	Gulfport Energy Corp.	5/28/2014	494	531	201400011311	
8921	John F. & Johanna F. Thomas (100% Protection Lease)	Gulfport Energy Corp.	7/29/2014	495	205	201400011471	
9029	American Energy Corporation	Gulfport Energy Corp.	9/4/2014	508	101	201400014393	43-00517.000
9029	American Energy Corporation	Gulfport Energy Corp.	9/4/2014	508	101	201400014393	43-00518.000
n/a	Buddy W. Knotts	Rice Drilling D, LLC	2/7/2014	460	83	201400003664	43-00694.000
n/a	Glenn Jr. & Alice M. Goddard, husband and wife, JTWROS	XTO Energy, Inc.	3/4/2014	465	307	201400004543	43-00750.000
Pending	Board of Trustees of Washington Township by its Trustees Paul Kanzig, Larry Stuken and Sammy Milhoan	Gulfport Energy Corp.	12/1/2014	OPEN	OPEN	OPEN	43-60004.000

END OF EXHIBIT "A"



**WINESBURG UNIT
POOLING PLAT**
680.946 ACRES
PAGE 1

POOLING UNIT SITUATED IN
TOWNSHIP OF WASHINGTON
BELMONT COUNTY, OHIO



6-18-2014



SCALE: 1" = 1400'

**GREEN AND ASSOCIATES
SURVEYING**
156 WOODROW AVE, SUITE 3
ST. CLAIRSVILLE, OHIO 43950
(740)-695-9977



**WINESBURG UNIT
POOLING PLAT**
680.946 ACRES
PAGE 2

POOLING UNIT SITUATED IN
TOWNSHIP OF WASHINGTON
BELMONT COUNTY, OHIO

TRACT NO.	TAX ID NUMBER	OWNERSHIP	ACRES IN UNIT	PERCENTAGE OF UNIT
1	43-00235.000	GLENN JR. & ALICE GODDARD	38.136	5.600
2	43-00232.000	GLENN JR. & ALICE GODDARD	2.297	0.337
3	43-00750.000	GLENN JR. & ALICE GODDARD	7.198	1.057
4	43-00361.000	HOWARD E. & MARILYN R. PERKINS	30.481	4.476
5	43-00380.000	JOHN W. RUSCHAK SR.	9.918	1.457
6	43-00336.000	CLYDE & JANET PERKINS	6.055	0.889
7	43-00233.000	GLENN JR. & ALICE GODDARD	7.973	1.171
8	43-00334.000	CLYDE & JANET PERKINS	73.671	10.819
9	43-00182.000	CYNTHIA CROOKS	16.491	2.422
10	43-00184.000	THOMAS DANFORD, ETAL	18.712	2.748
11	43-00067.000	ANNETTE ERCHAK, ETAL	1.875	0.275
12	43-00331.000	MICHAEL PERKINS, ETAL	23.723	3.484
13	43-00271.001	DAVID & JUDITH CROOKS	0.726	0.107
14	43-00181.000	CYNTHIA CROOKS	42.557	6.250
15	43-00421.000	TERRY & MARSHA CRAIG, ETAL	11.023	1.619
16	43-00391.000	SHIRLEY SCHAFFER	7.509	1.103
17	43-00111.000	MARK A. WILES	1.501	0.220
18	43-00219.000	PAULA & GARY MOORE	1.590	0.234
19	43-00271.000	NELSON LINDSEY	3.657	0.537
20	43-00456.000	WINESBURG ENTERPRISES, LLC.	67.860	9.966
21	43-00337.000	IRA & KATHERINE LEPLY	2.958	0.434
22	43-00283.000	GERALD LOUDEN, ETAL	7.514	1.103
23	43-00332.000	MICHAEL PERKINS, ETAL	42.641	6.262
24	43-00221.000	PAULA & GARY MOORE	36.364	5.340
25	43-00299.000	NEAL & DEBORAH MOORE	0.507	0.074
26	43-00110.000	MARK A. WILES	6.237	0.916
27	43-00518.000	AMERICAN ENERGY CORPORATION	1.415	0.208
28	43-00517.000	AMERICAN ENERGY CORPORATION	0.151	0.022
29	43-00356.000	TROY A. BAKER	38.922	5.716
30	43-00455.000	SHIRLEY SCHAFFER	0.769	0.113
31		WASHINGTON TOWNSHIP TRUSTEES	0.991	0.146
32	43-00694.000	BUDDY W. KNOTTS	1.481	0.217
33	43-60004.000	PEAVINE CEMETERY	0.425	0.062
34	43-00356.000	TROY A. BAKER	18.786	2.759
35	43-00066.000	TROY A. BAKER	0.523	0.077
36	43-00297.000	NEAL & DEBORAH MOORE	1.401	0.206
37	43-00218.000	PAULA & GARY MOORE	10.298	1.512
38	43-00296.000	NEAL & DEBORAH MOORE	75.449	11.080
39	43-00330.000	MICHAEL PERKINS, ETAL	13.687	2.010
40	43-00357.000	TROY A. BAKER	0.166	0.024
41	43-00220.000	PAULA & GARY MOORE	17.886	2.627
42	43-00256.000	RAGJN, LLC	29.422	4.321
TOTAL			680.946	100.000

201500005772
CONTINENTAL LAND RESOURCES LLC
2618 FULTON DRIVE NW
CANTON OH 44718

6-18-2014

GREEN AND ASSOCIATES
SURVEYING
156 WOODROW AVE. SUITE 3
ST. CLAIRSVILLE, OHIO 43950
(740)-695-9377

Instrument
201500005840

201500005840
Filed for Record in
BELMONT COUNTY, OHIO
MARY CATHERINE NIXON, RECORDER
05-19-2015 At 09:19 am.
POOL UNIT 396.00
OR Book 547 Page 1290 - 1307

DECLARATION AND NOTICE OF POOLED UNIT
LEPLEY UNIT

STATE OF OHIO)
)
COUNTY OF BELMONT) KNOW ALL PERSONS BY THESE PRESENTS:

This Declaration and Notice of Pooled Unit dated March 11, 2015 is executed to be effective as of February 15, 2012 by the undersigned parties, who collectively own the leasehold estates created under those certain oil and gas leases and any renewals, extensions, ratifications and amendments thereof which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Leases"), or who collectively own an interest in the oil and gas lease estate in the lands described in the Leases, and who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the Leases and oil and gas estates herein described.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land and leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and oil and gas estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned to efficiently and effectively develop the oil and gas rights within such unit.

WHEREAS, Gulfport Energy Corporation is the Operator of the oil and/or gas well(s) in the pooled unit and executes this document on behalf of itself and as agent for all interest owners in the leases to the extent that they do not separately join in the execution hereof.

NOW, THEREFORE, in order to establish and provide proper notice for the creation of the hereinafter described unit, the undersigned hereby declare as follows:

1. **Declaration of Unit.** In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the oil and gas estates therein, to the extent necessary to form and create a pooled unit as described below. Production from the unit shall be allocated among all of the Leases and tracts within the unit in the proportion that the number of surface acres of each lease and tract included within the unit bears to the total number of surface acres in the unit, as described in Exhibit "A".

2. **Unit Name.** The pooled unit created hereby shall be known as the "Lepley Unit" ("the Unit").

3. **Description of Unit:** The Unit shall consist of 1257.988 acres, more or less, being all or a portion of the Leases listed on Exhibit "A" INsofar AND ONLY INsofar as the Leases fall within the boundary more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes. This Declaration and Notice of Pooled Unit covers all production from the lands described on Exhibit "A" and Exhibit "B" which is produced from any well drilled within the unit. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B", Exhibit "A" shall supersede and control.

4. **Effect of Pooled Unit.** The effect of this Declaration and Notice of Pooled Unit shall be that operations and/or production (or the equivalent as in the case of shut-in payments) anywhere within the Unit shall be deemed to be operations and/or production on each separate tract sufficient to extend and maintain each included lease in the Unit.

5. **Right to Amend.** The undersigned hereby expressly reserve the right, from time to time, to amend this Declaration and Notice of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the Unit, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit; (ii) to include in the Unit additional lands and oil and gas leases, or interests in the lands described herein, covering interests in the Unit, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein; (iii) to

include in the Unit full or undivided interests in the Unit which are not otherwise included herein by the respective owner of such full or undivided interests; and (iv) to change the allocation of oil and gas production attributable to the various lands, leases and owners thereof to conform with (i) – (iii) above.

6. **Dissolution of Unit.** The Unit formed hereby may be dissolved by Gulfport Energy Corporation, acting as the Operator of the Unit, with the consent of the undersigned, at any time by filing an appropriate instrument of record in the county in which the Unit is located, after any failure to establish unit production or after cessation of operations upon the Unit.

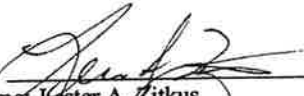
7. **Binding upon Assigns and Successors.** This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties.

8. **Counterparts.** This document may be executed in one or more counterparts, each of which will be deemed to be an original for all purposes and all of which, when taken together, will be deemed to constitute one and the same document as if all signatures were included therein. The failure of one or more of the signatory parties listed below to execute this instrument or a counterpart thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

9. **Effective Date.** This unit shall remain in force from the effective date listed hereinabove and for as long as oil and gas are being produced from the Unit, or so long as the Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms and provisions of the Leases.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes from the effective date listed hereinabove.

GULFPORT ENERGY CORPORATION,
a Delaware corporation

By: 
Name: Lester A. Zitkus
Title: Vice President, Land

03

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

On this the 12th day of May, 2015, before me the undersigned, a Notary Public in and for said state, personally appeared Lester A. Zitkus, known to me (or satisfactorily proven) to be the Vice President, Land of Gulfport Energy Corporation, and that as such and being authorized to do so, he executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

In witness thereof, I hereunto set my hand and official seals.

[SEAL]



Erin Lennart
Notary Public

My Commission Expires on: 1/27/18

RICE DRILLING D, LLC

By: Toby Z. Rice
Name: Toby Z. Rice ~~Alicent. Rice~~
Title: President and Chief Operating Officer
Managing Director of Land Operations

CORPORATE ACKNOWLEDGEMENT

STATE OF Pennsylvania)
) §
COUNTY OF Washington)

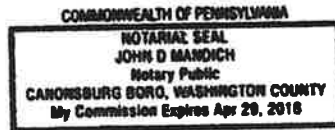
On this the 10th day of April, 2015, before me the undersigned, a Notary Public in and for said state, personally appeared Toby Z. Rice, known to me (or satisfactorily proven) to be the President and Chief Operating Officer of Rice Drilling D, LLC, and that as such and being authorized to do so, he executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

In witness thereof, I hereunto set my hand and official seals.

[SEAL]

John D Mandich
Notary Public

My Commission Expires on: _____



XTO ENERGY INC.

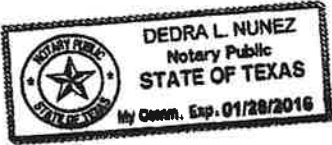
By: Edwin S. Ryan, Jr.
Name: Edwin S. Ryan, Jr. *EW*
Title: Senior Vice President-Land *LL*

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Tarrant) §

On this the 28th day of April, 2015, before me the undersigned, a Notary Public in and for said state, personally appeared Edwin S. Ryan, Jr. known to me (or satisfactorily proven) to be the Senior Vice President-Land of XTO Energy Inc., and that as such and being authorized to do so, he executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

In witness thereof, I hereunto set my hand and official seals.

[SEAL] 

Debra L. Nunez
Notary Public

My Commission Expires on: 1/28/16

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

EXHIBIT "A"

Attached to and made a part of that certain Declaration and Notice of Pooled Unit dated effective February 15, 2012 by and between Gulfport Energy Corporation as Operator and Rice Drilling D, LLC., and XTO Energy Inc. as Non-Operator

TRACT #	GPOR LEASE #	LESSEE	LESSOR	LEASE DATE	COUNTY	TOWNSHIP	LEGAL DESCRIPTION	PARCEL NUMBER	RECORDING INFORMATION
1	5696	Gulfport Energy Corporation	Robert C. Cruise and Pamela S. Cruise, h/w	1/29/2013	Belmont	Washington	27/5N/4W NE/4	43-00060.000	MEMO OGL 201300001956 Bk 371, Pg 738 2-19-2013
2	3344	Gulfport Energy Corporation	John W. Ruschak, Jr. and Shannon L. Trigg, h/w	12/4/2010	Belmont	Washington	27/5N/4W NW	43-00384.000	MEMO OGL 201100003619 Bk 270, Pg 63 5-27-2011
3	6030	Gulfport Energy Corporation	Wilma Deitrich N/K/A Wilma Matthes, unmarried widow	3/14/2013	Belmont	Washington	27/5N/4W NW/4	43-00018.000	MEMO OGL 201300003607 Bk 378, Pg 436 4-2-2013
4	n/a	Rice Drilling D, LLC	Nelson G. Lindsey, widower	4/15/2013	Belmont	Washington	27/5N/4W SE/4	43-00273.000	MEMO OGL 201300008834 Bk 400, Pg 388 6-25-2013
5	3344	Gulfport Energy Corporation	John W. Ruschak, Jr. and Shannon L. Trigg, h/w	12/4/2010	Belmont	Washington	27/5N/4W NE/4	43-00390.000	MEMO OGL 201100003619 Bk 270, Pg 63 5-27-2011
6	3344	Gulfport Energy Corporation	John W. Ruschak, Jr. and Shannon L. Trigg, h/w	12/4/2010	Belmont	Washington	27/5N/4W SW	43-00395.000	MEMO OGL 201100003619 Bk 270, Pg 63 5-27-2011
7	4585	Gulfport Energy Corporation	Brian L. Hawthorne and Kimberly G. Hawthorne, h/w	2/15/2012	Belmont	Washington	20/5N/4W NW/4	43-00271.002	MEMO OGL 201200004170 Bk 319, Pg 761 4-19-2012

TRACT #	GPOR LEASE #	LESSEE	LESSOR	LEASE DATE	COUNTY	TOWNSHIP	LEGAL DESCRIPTION	PARCEL NUMBER	RECORDING INFORMATION
8	3340	Gulfport Energy Corporation	Clyde Perkins and Janet Perkins, H/W	12/4/2010	Belmont	Washington	27/5N/4W SW/4	43-00334.000	MEMO OGL 201100004372 Bk 273, Pg 336 6-24-2011
9	3330	Gulfport Energy Corporation	Cynthia L. Crooks	12/4/2010	Belmont	Washington	27/5N/4W SW	43-00182.000	MEMO OGL 201100003591 Bk 270, Pg 7 5-27-2011
10	5060	Gulfport Energy Corporation	Terry Craig and Mickey Craig	7/12/2010	Belmont	Washington	27/5N/4W ENTIRE SECTION	43-00422.000	MEMO OGL 201000006065 Bk 243, Pg 280 10-1-2010
11	3336	Gulfport Energy Corporation	Mark A. Lucas and Delores K. Lucas	12/11/2010	Belmont	Washington	21/5N/4W SW	43-00289.000	MEMO OGL 201100003715 Bk 270, Pg 258 5-27-2011
12	3336	Gulfport Energy Corporation	Mark A. Lucas and Delores K. Lucas	12/11/2010	Belmont	Washington	21/5N/4W SW/4	43-00288.000	MEMO OGL 201100003715 Bk 270, Pg 258 5-27-2011
13	2064	Gulfport Energy Corporation	David A. Crooks and Judith Crooks	12/11/2010	Belmont	Washington	26/5N/4W NE/4	43-00271.001	MEMO OGL 201100003592 Bk 270, Pg 9 5-27-2011
14	3330	Gulfport Energy Corporation	Cynthia L. Crooks	12/4/2010	Belmont	Washington	26/5N/4W NW	43-00181.000	MEMO OGL 201100003591 Bk 270, Pg 7 5-27-2011
15	5060	Gulfport Energy Corporation	Terry Craig and Mickey Craig	7/12/2010	Belmont	Washington	28/5N/4W ENTIRE SECTION	43-00421.000	MEMO OGL 201000006065 Bk 243, Pg 280 10-1-2010

TRACT #	GPOR LEASE #	LESSEE	LESSOR	LEASE DATE	COUNTY	TOWNSHIP	LEGAL DESCRIPTION	PARCEL NUMBER	RECORDING INFORMATION
16	n/a	Rice Drilling D, LLC	Nelson G. Lindsey, widower	4/15/2013	Belmont	Washington	26/5N/4W NE/4	43-00271.006	MEMO OGL 201300008834 Bk 400, Pg 388 6-25-2013
17	4585	Gulfport Energy Corporation	Brian L. Hawthorne and Kimberly G. Hawthorne, h/w	2/15/2012	Belmont	Washington	26/5N/4W NE/4	43-00271.004	MEMO OGL 201200004170 Bk 319, Pg 761 4-19-2012
18	4585	Gulfport Energy Corporation	Brian L. Hawthorne and Kimberly G. Hawthorne, h/w	2/15/2012	Belmont	Washington	26/5N/4W NE/4	43-00271.003	MEMO OGL 201200004170 Bk 319, Pg 761 4-19-2012
19	n/a	Rice Drilling D, LLC	Neison G. Lindsey, widower	4/15/2013	Belmont	Washington	26/5N/4W NE	43-00271.000	MEMO OGL 201300008834 Bk 400, Pg 388 6-25-2013
20	4602	Gulfport Energy Corporation	Nelda G. Hamilton	4/9/2012	Belmont	Washington	26/5N/4W NE/4	43-00456.000	MEMO OGL 201200013072 Bk 359, Pg 19 12-11-2012
20	4603	Gulfport Energy Corporation	Lorna L. Brownfield	4/9/2012	Belmont	Washington	26/5N/4W NE/4	43-00456.000	MEMO OGL 201200004209 Bk 319, Pg 847 4-19-2012
20	5804	Gulfport Energy Corporation	Mary M. Perkins, a widow	11/28/2012	Belmont	Washington	26/5N/4W NE/4	43-00456.000	MEMO OGL 201300000243 Bk 365, Pg 166 1-9-2013
20	8579	Gulfport Energy Corporation	Winesburg Enterprises, LLC	5/28/2014	Belmont	Washington	31/5N/4W N/2	43-00456.000	MEMO OGL 201400011311 Bk 494, Pg 531 8-1-2014

TRACT #	GPOR LEASE #	LESSEE	LESSOR	LEASE DATE	COUNTY	TOWNSHIP	LEGAL DESCRIPTION	PARCEL NUMBER	RECORDING INFORMATION
21	2074	Gulfport Energy Corporation	Ira O. Lepley and Katherine L. Lepley Gerald Louden & Cathy Louden, h/w Randolph T. Louden (a/k/a Ralph T. Louden) & Connie Louden, h/w Lori Felton (Jack R. Felton, w/f) Shirley A. Harper, a/s/w Douglas R. Law, a/s/m Michael W. Louden, a/s/m Troy D. King Bryan King, a/s/m Duane E. Hudson & Patty Hudson, h/w RATIFICATION: Jack R. Felton Staci C. King Gerald Louden & Cathy Louden, h/w	12/4/2010	Belmont	Washington	20/5N/4W W/2, E/2	43-00337.000	MEMO OGL 201100003605 Bk 270, Pg 35 5-27-2011
22	2070	Gulfport Energy Corporation	Ira O. Lepley and Katherine L. Lepley Gerald Louden & Cathy Louden, h/w Randolph T. Louden (a/k/a Ralph T. Louden) & Connie Louden, h/w Lori Felton (Jack R. Felton, w/f) Shirley A. Harper, a/s/w Douglas R. Law, a/s/m Michael W. Louden, a/s/m Troy D. King Bryan King, a/s/m Duane E. Hudson & Patty Hudson, h/w RATIFICATION: Jack R. Felton Staci C. King Gerald Louden & Cathy Louden, h/w	12/4/2010	Belmont	Washington	27/5N/4W NW/4	43-00283.000	MEMO OGL 201100005049 Bk 276, Pg 660 7-20-2011 Ratiff (GL&CL) Bk 396, Pg 252 Ratiff (SCCK) Bk 396, Pg 254 Ratiff (JRF) Bk 396, Pg 256
23	n/a	Rice Drilling D, LLC	Nelson G. Lindsey, widower	4/15/2013	Belmont	Washington	27/5N/4W NE/4 NW/4, SW/4	43-00274.000	MEMO OGL 201300008834 Bk 400, Pg 388 6-25-2013
24	3801	Gulfport Energy Corporation	Gary Moore and Paula Moore	9/29/2011	Belmont	Washington	26/5N/4W SE	43-00221.000	MEMO OGL 201100010305 Bk 297, Pg 710 12-5-2011

TRACT #	GPOR LEASE #	LESSEE	LESSOR	LEASE DATE	COUNTY	TOWNSHIP	LEGAL DESCRIPTION	PARCEL NUMBER	RECORDING INFORMATION
25	4594	Gulfport Energy Corporation	Chris E. Perkins	3/1/2012	Belmont	Washington	20/5N/4W NE/4	43-00337.001	MEMO OGL 201200004161 Bk 319, Pg 743 4-18-2012
26	n/a	Rice Drilling D, LLC	Shawn M. Dornon and Ranae L. Dornon, h/w	4/15/2013	Belmont	Washington	20/5N/4W NW/4	43-00271.005	MEMO OGL 201300008761 Bk 400, Pg 89-90 6-24-2013
27	3336	Gulfport Energy Corporation	Mark A. Lucas and Dolores K. Lucas	12/11/2010	Belmont	Washington	20/5N/4W NW	43-00338.001	MEMO OGL 201100003715 Bk 270, Pg 258 5-27-2011
28	2072	Gulfport Energy Corporation	Bobby V. King, Jr. and Susan L. King	12/4/2010	Belmont	Washington	20/5N/4W NW, SW	43-00338.000	MEMO OGL 201100003602 Bk 270, Pg 29 5-27-2011
29	3336	Gulfport Energy Corporation	Mark A. Lucas and Dolores K. Lucas	12/11/2010	Belmont	Washington	20/5N/4W NW/4	43-00287.000	MEMO OGL 201100003715 Bk 270, Pg 258 5-27-2011
30	2078	Gulfport Energy Corporation	William E. Cross	12/15/2010	Belmont	Washington	20/5N/4W NE/4	43-00369.003	MEMO OGL 201100003611 Bk 270, Pg 47 5-27-2011
30	8883	Gulfport Energy Corporation	KEMP, Lois R. & Kenneth R. Kemp, w/h	7/27/2014	Belmont	Washington	20/5N/4W NE/4	43-00369.003	MEMO OGL 201400011140 Bk 493, Pg 825 7-30-2014
30	8880	Gulfport Energy Corporation	Naomi J. Poulsen Marmie divorced & not remarried	7/27/2014	Belmont	Washington	20/5N/4W NE/4	43-00369.003	MEMO OGL 201400011141 Bk 493, Pg 828 7-30-2014

TRACT #	GPOR LEASE #	LESSEE	LESSOR	LEASE DATE	COUNTY	TOWNSHIP	LEGAL DESCRIPTION	PARCEL NUMBER	RECORDING INFORMATION
30	8884	Gulfport Energy Corporation	Carol E. McAllister, single	7/27/2014	Belmont	Washington	20/5N/4W NE/4	43-00369.003	MEMO OGL 201400012371 Bk 498, Pg 886 8-21-2014
30	8885	Gulfport Energy Corporation	Doris L. White & James White w/h	7/27/2014	Belmont	Washington	20/5N/4W NE/4	43-00369.003	MEMO OGL 201400012370 Bk 498, Pg 883 8-21-2014
30	8918	Gulfport Energy Corporation	Helen Kay Ray, single	7/27/2014	Belmont	Washington	20/5N/4W NE/4	43-00369.003	MEMO OGL 201400012368 Bk 498, Pg 877 8-21-2014
30	8932	Gulfport Energy Corporation	Robert Dale Burgess, single	7/27/2014	Belmont	Washington	20/5N/4W NE/4	43-00369.003	MEMO OGL 201400012368 Bk 498, Pg 877 8-21-2014
31	3331	Gulfport Energy Corporation	John E. Diver and Norma J. Diver	12/8/2010	Belmont	Washington	20/5N/4W NE/4, NW/4, SE/4	43-00209.000	MEMO OGL 201100003593 Bk 270, Pg 11 5-27-2011
31	6222	Gulfport Energy Corporation	Larry W. McGary and Marlon L. McGary, h/w	6/20/2012	Belmont	Washington	20/5N/4W NE/4, SE/4	43-00209.000	MEMO OGL 201300011190 Bk 410, Pg 880 8-8-2013
32	3360	Gulfport Energy Corporation	Ronald R. Reger and Sara Reger, h/w	1/27/2011	Belmont	Washington	20/5N/4W SE/4	43-00126.000	MEMO OGL 201100003640 Bk 270, Pg 105 5-27-2011
32	9050	Gulfport Energy Corporation	Nicholas Paromchuk	8/19/2014	Belmont	Washington	20/5N/4W SE/4	43-00126.000	MEMO OGL 201400012880 Bk 501, Pg 12 8-29-2014

TRACT #	GPOR LEASE #	LESSEE	LESSOR	LEASE DATE	COUNTY	TOWNSHIP	LEGAL DESCRIPTION	PARCEL NUMBER	RECORDING INFORMATION
32	9048	Gulfport Energy Corporation	Barbara Nowak	8/19/2014	Belmont	Washington	20/5N/4W SE/4	43-00126.000	MEMO OGL 201400013052 Bk 501, Pg 684 9-3-2014
32	9047	Gulfport Energy Corporation	Sheila Mae Perry and David Perry, w/h	8/18/2014	Belmont	Washington	20/5N/4W SE/4	43-00126.000	MEMO OGL 201400013050 Bk 501, Pg 678 9-3-2014
32	9049	Gulfport Energy Corporation	Stephen Parfomchuk and Elizabeth Parfomchuk, h/w	8/21/2014	Belmont	Washington	20/5N/4W SE/4	43-00126.000	MEMO OGL 201400013051 Bk 501, Pg 681 9-3-2014
33	2082	Gulfport Energy Corporation	James M. Stephens, Timothy Doyle, Robert Macko, Paul Macko	12/11/2010	Belmont	Washington	13/5N/4W SW	43-00316.000	MEMO OGL 201100003692 Bk 270, Pg 69 5-27-2011
34	3337	Gulfport Energy Corporation	Neal W. Moore and Deborah K. Moore, h/w	12/4/2010	Belmont	Washington	20/5N/4W SE/4	43-00141.000	MEMO OGL 201100003906 Bk 271, Pg 160 6-7-2011
35	5062	Gulfport Energy Corporation	Charles J. Caldwell	8/30/2010	Belmont	Washington	13/5N/4W SE/4	43-00164.000	OGL 201000005346 Bk 239, Pg 657 9-1-2010
36	3337	Gulfport Energy Corporation	Neal W. Moore	12/4/2010	Belmont	Washington	20/5N/4W PT. SW/4	43-00297.000	MEMO OGL 201100003906 Bk 271, Pg 160 6-7-2011
37	3801	Gulfport Energy Corporation	Gary Moore and Paula Moore	9/29/2011	Belmont	Washington	20/5N/4W SW	43-00218.000	MEMO OGL 201100010305 Bk 297, Pg 710 12-5-2011

TRACT #	GPOR LEASE #	LESSEE	LESSOR	LEASE DATE	COUNTY	TOWNSHIP	LEGAL DESCRIPTION	PARCEL NUMBER	RECORDING INFORMATION
38	3337	Gulfport Energy Corporation	Neal W. Moore and Deborah K. Moore, h/w	12/4/2010	Belmont	Washington	19/5N/4W NW/4	43-00296.000	MEMO OGL 201100003906 Bk 271, Pg 160 6-7-2011
39	n/a	Rice Drilling D, LLC	Nancy L. Garrison, f/w/a Nancy L. Perkins & Robert Garrison, w/fn; Michael A. Perkins & Jill E. Perkins, h/w; Mitchell G. Perkins & Deidra D. Perkins, h/w; Phillip J. Perkins & Jackie M. Perkins, h/w	5/24/2013	Belmont	Washington	19/5N/4W	43-00330.000	MEMO OGL 201300008839 Bk 400, Pg 402 6-25-2013
40	3360	Gulfport Energy Corporation	Ronald R. Reger and Sara Reger, h/w	1/27/2011	Belmont	Washington	19/5N/4W NE/4	43-00125.000	MEMO OGL 201100003640 Bk 270, Pg 105 5-27-2011
40	9050	Gulfport Energy Corporation	Nicholas Parfomchuk	8/19/2014	Belmont	Washington	19/5N/4W NE/4	43-00125.000	MEMO OGL 201400012880 Bk 501, Pg 12 8-29-2014
40	9048	Gulfport Energy Corporation	Barbara Nowak	8/19/2014	Belmont	Washington	19/5N/4W NE/4	43-00125.000	MEMO OGL 201400013052 Bk 501, Pg 694 9-3-2014
40	9047	Gulfport Energy Corporation	Shella Mae Perry and David Perry, w/h	8/18/2014	Belmont	Washington	19/5N/4W NE/4	43-00125.000	MEMO OGL 201400013050 Bk 501, Pg 678 9-3-2014

TRACT #	GPOR LEASE #	LESSEE	LESSOR	LEASE DATE	COUNTY	TOWNSHIP	LEGAL DESCRIPTION	PARCEL NUMBER	RECORDING INFORMATION
40	9049	Gulfport Energy Corporation	Stephen Parfomchuk and Elizabeth Parfomchuk, h/w	8/21/2014	Belmont	Washington	19/5N/4W NE/4	43-00125.000	MEMO OGL 201400013051 Bk 501, Pg 681 9-3-2014
41	2066	Gulfport Energy Corporation	Kenneth L. Gardner and Carol L. Gardner	12/4/2010	Belmont	Washington	19/5N/4W NE/4	43-00115.000	MEMO OGL 201100003595 Bk 270, Pg 15 5-27-2011
41	n/a	XTO Energy Inc.	Bradley C. Carroll and Brian L. Carroll	7/13/2011	Belmont	Washington	19/5N/4W NE/4	43-00115.000	MEMO OGL 201100006575 Bk 282, Pg 637 9-7-2011
42	2094	Gulfport Energy Corporation	Kathleen Ann Lichtkopler and James Michael Brown	6/30/2011	Belmont	Washington	19/5N/4W SE, NE	43-00156.000	MEMO OGL 201100005192 Bk 277, Pg 74 7-25-2011
43	n/a	Rice Drilling D, LLC	RAGJN LLC, an OH limited liability company	11/4/2012	Belmont	Washington	19/5N/4W W/2	43-00256.000	MEMO OGL 201200013419 Bk 360, Pg 665 12-19-2012
44	n/a	Rice Drilling D, LLC	Raymond E. Speck, Sr. and Patricia J. Speck, h/w and Raymond E. Speck, Jr. and Marilyn S. Speck, h/w	6/17/2013	Belmont	Washington	19/5N/4W SW/4	43-00465.000	MEMO OGL 201300010890 Bk 409, Pg 644 8-1-2013
45	n/a	Rice Drilling D, LLC	Raymond E. Speck, Sr. and Patricia J. Speck, h/w and Raymond E. Speck, Jr. and Marilyn S. Speck, h/w	6/17/2013	Belmont	Washington	19/5N/4W SW/4, NE/4	43-00466.000	MEMO OGL 201300010890 Bk 409, Pg 644 8-1-2013

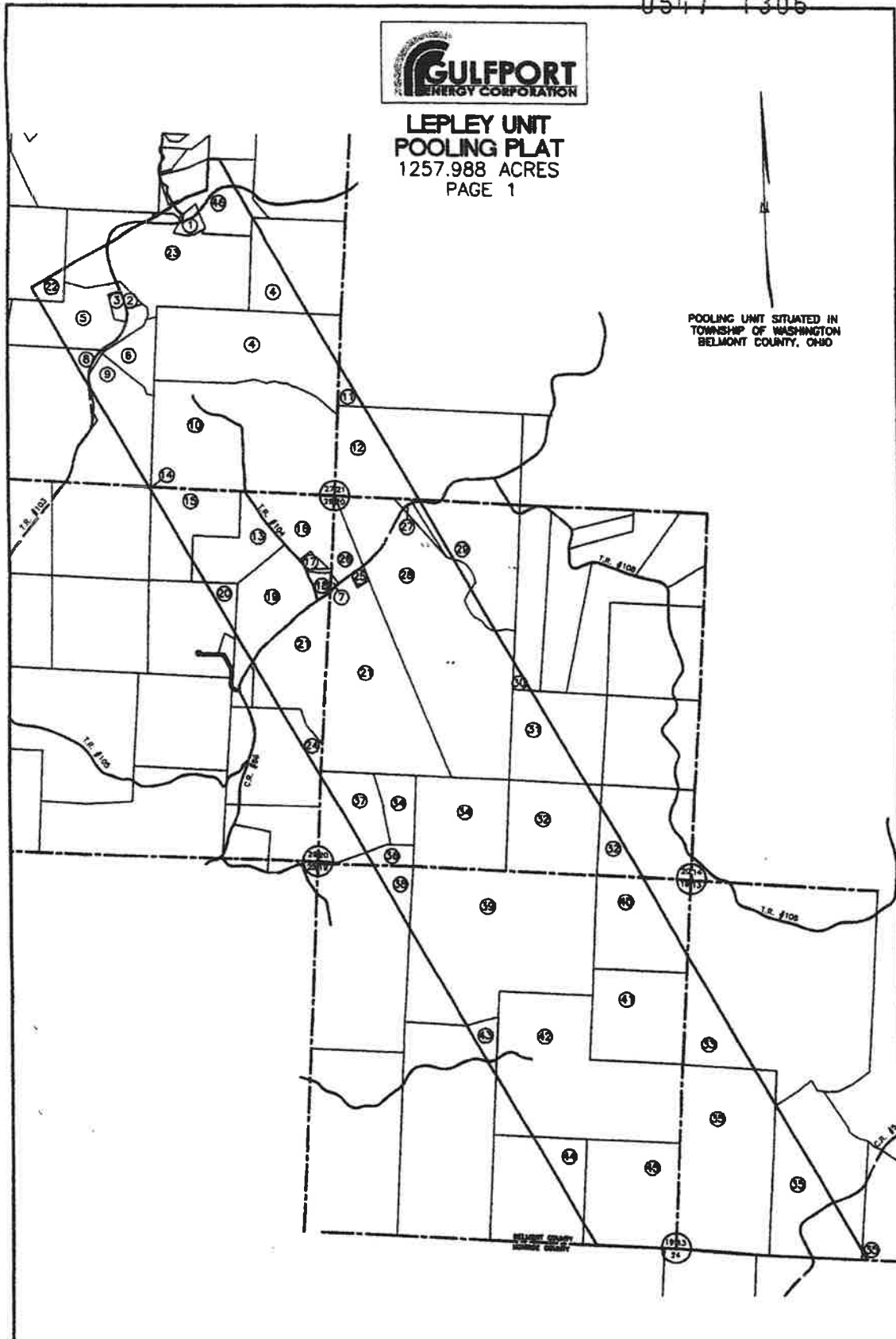
TRACT #	GPOR LEASE #	LESSEE	LESSOR	LEASE DATE	COUNTY	TOWNSHIP	LEGAL DESCRIPTION	PARCEL NUMBER	RECORDING INFORMATION
46	n/a	Rice Drilling D, LLC	David G. Ice	4/3/2014	Belmont	Washington	27/5N/4W ALL SECTIONS	43-00129.000	MEMO OGL 201400006186 Bk 472, Pg 282 4/22/2014

END OF EXHIBIT "A"

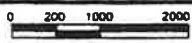


LEPLEY UNIT
POOLING PLAT
1257.988 ACRES
PAGE 1

POOLING UNIT SITUATED IN
TOWNSHIP OF WASHINGTON
BELMONT COUNTY, OHIO



8-21-2014



SCALE: 1" = 1000'

**GREEN AND ASSOCIATES
SURVEYING**

188 WOODROW AVE, SUITE 3
ST. CLAIRSVILLE, OHIO 43080
(740) 886-8877



**LEPLEY UNIT
POOLING PLAT**
1257.988 ACRES
PAGE 2



POOLING UNIT SITUATED IN
TOWNSHIP OF WASHINGTON
BELMONT COUNTY, OHIO

TRACT NO.	TAX ID NUMBER	OWNERSHIP	ACRES IN UNIT	PERCENTAGE OF UNIT
1	43-00060.000	ROBERT & PAMELA CRUSE	2.963	0.204
2	43-00384.000	JOHN W. RUSCHAK JR.	1.321	0.105
3	43-00018.000	WILMA J. FRANCIS	1.817	0.144
4	43-00273.000	NELSON LINDSEY	74.519	5.924
5	43-00380.000	JOHN W. RUSCHAK SR.	20.645	1.641
6	43-00395.000	JOHN W. RUSCHAK JR. ETAL	10.153	0.807
7	43-00271.002	BRIAN & KIMBERLY HAWTHORNE	0.335	0.027
8	43-00334.000	CLYDE & JANET PERKINS	2.842	0.226
9	43-00182.000	CYNTHIA CROOKS	20.444	1.625
10	43-00422.000	TERRY & MARSHA CRAIG, ETAL	91.656	7.286
11	43-00289.000	MARK & DELORES LUCAS	2.528	0.201
12	43-00288.000	MARK & DELORES LUCAS	24.031	1.910
13	43-00271.001	DAVID & JUDITH CROOKS	18.115	1.519
14	43-00181.000	CYNTHIA CROOKS	0.018	0.001
15	43-00421.000	TERRY & MARSHA CRAIG, ETAL	17.304	1.376
16	43-00271.005	SHAWN & RANAE DORNON	19.447	1.546
17	43-00271.004	BRIAN & KIMBERLY HAWTHORNE	1.292	0.103
18	43-00271.003	BRIAN & KIMBERLY HAWTHORNE	2.038	0.162
19	43-00271.000	NELSON LINDSEY	23.043	1.991
20	43-00456.000	WINESBURG ENTERPRISES, LLC	3.729	0.296
21	43-00347.000	IRA & KATHERINE LEPLEY	105.844	8.414
22	43-00283.000	GERALD LOUDEN, ETAL	3.168	0.252
23	43-00274.000	NELSON LINDSEY	55.101	4.380
24	43-00221.000	PAULA & GARY MOORE	4.705	0.374
25	43-00337.001	CHRIS PERKINS	1.008	0.080
26	43-00271.005	SHAWN & RANAE DORNON	6.691	0.532
27	43-00338.001	MARK & DELORES LUCAS	2.017	0.160
28	43-00338.000	BOBBY & SUSAN KING	115.147	9.153
29	43-00287.000	MARK & DELORES LUCAS	3.807	0.303
30	43-00369.003	WILLIAM OROSZ	1.151	0.092
31	43-00209.000	JOHN & NORMA DIVER	20.733	1.648
32	43-00126.000	RONALD REGER, ETAL	45.858	3.645
33	43-00316.000	JAMES STEPHENS, ETAL	18.296	1.454
34	43-00141.000	NEAL W. MOORE	50.748	4.034
35	43-00164.000	CLOVER RIDGE ROAD, LLC	115.041	9.145
36	43-00297.000	NEAL & DEBORAH MOORE	4.026	0.320
37	43-00218.000	PAULA & GARY MOORE	13.174	1.206
38	43-00294.000	NEAL & DEBORAH MOORE	5.808	0.464
39	43-00330.000	MICHAEL PERKINS, ETAL	104.144	8.279
40	43-00125.000	RONALD REGER, ETAL	31.916	2.537
41	43-00115.000	KENNETH & CAROLE GARDNER	40.115	3.189
42	43-00156.000	KATHLEEN LICHTKOPPLER, ETAL	92.513	7.353
43	43-00236.000	RAGUN, LLC	4.336	0.345
44	43-00465.000	RAYMOND SPECK SR., ETAL	10.689	0.850
45	43-00466.000	RAYMOND SPECK SR., ETAL	45.313	3.602
46	43-00129.000	DAVID G. ICE	13.999	1.113
TOTAL			1257.988	100.000

8-21-2014

GREEN AND ASSOCIATES
SURVEYING
158 WOODROW AVE. SUITE 3
ST. CLAIRSVILLE, OHIO 43080
(740) 885-3877

201500005840
CONTINENTAL LAND RESOURCES LLC
2618 FULTON DR NW
CANTON OH 44713

To: RICE DRILLING D LLC
400 WOODCLIFF DRIVE
CANONSBURG, PA 15317



DIVISION ORDER

Unit: Lepley Unit
Date: 3/28/2016

The undersigned severally and not jointly certifies the ownership of their decimal interest in production or proceeds as described below which are payable by RICE DRILLING D LLC.

The undersigned shall notify RICE DRILLING D LLC in writing of any change in ownership, decimal interest, or payment address. Any change shall not be effective until the first day of the second month following RICE DRILLING D LLC's receipt of such notice and recorded copies of instruments evidencing such change of ownership to the satisfaction of RICE DRILLING D LLC.

RICE DRILLING D LLC is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned shall notify RICE DRILLING D LLC of any such adverse claim, and agrees to indemnify and reimburse RICE DRILLING D LLC any amount attributable to an interest to which the undersigned is not entitled unless specifically disallowed by the terms of your lease.

RICE DRILLING D LLC may accrue proceeds until the total amount equals \$50.00, or pay annually, whichever occurs first, or as required by applicable state statute.

The undersigned parties do hereby adopt, ratify, and confirm said Lease in all of its terms and provisions, and do hereby lease, grant, demise and let said land and premises unto the said RICE DRILLING D LLC, subject to and in accordance with all of the terms and provisions of said Lease as fully and completely as if it had originally been named as Lessor in said Lease and had executed, acknowledged and delivered the same itself. The undersigned do hereby agree and declare that said Lease in all of its terms and provisions are binding on Lessor and is a valid and subsisting Oil and Gas Lease.

In addition to the terms and conditions of this Division Order, the undersigned and RICE DRILLING D LLC may have certain statutory rights under the laws of the state in which the property is located.

Operator: Gulfport Energy Corporation

County & State: Belmont County, Ohio

Tax Parcel ID: 43-00337.000

Average in Unit: 105.844

Royalty Interest: 15.5%

Products: ALL

OWNER NO: DECIMAL INTEREST:

7974 0.00628070

TYPE INTEREST: R1 - Royalty Interest

Subtotal: 0.00628070

OWNER NAME/ADDRESS:

IRA O LEPLLEY & KATHERINE L LEPLLEY

12756 WARWICK RD

MARSHALLVILLE, OH 44645

OWNER (S) SIGNATURE/TITLE:

Mr. Lepley

Kathy Lepley

Date:

4-10-16

Owner Telephone No.:

[REDACTED]

Social Security or Tax ID No.

[REDACTED]

Please retain for your records.

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payer. Your SSN will not be disclosed to any 3rd party unless required by applicable law, regulation or court order.