OWNER: Manzek Land Co. FROM: Sept. 6, 1995 TO: Present COUNTY: Susquehanna STATE: PA DESCRIPTION: 105 acre –

wooded – open. 2,280 SF Horse Barn **RE:** Unitized into Knosky Drilling Unit

BOOK PAGE: DEED TYPE: DATE FILED:

430, Page 319-321 Warranty 9/9/1985

GRANTOR/ GRANTEE: Robert Fessenden, Manzek Land Co. Inc, Manzek Land Co., Inc., Alta Resources, LLC

DESCRIPTION:

- Describes 105.32 acres of land in Rush TWP., Susquehanna County, PA on State Route 267 (attached)
- Tax Map Parcel 138.00-1-015; Deed 430, Page 319
- Oil & Gas Lease dated November 1, 2008; 105 acres; Term: 5 years
- 18% Royalty (grants storage rights w/ Lessor permission) extension for 3 years.
- Lessee to pay Clean & Green rollback taxes if required
- Royalties paid with no deductions, shut in rental \$50 per acre
- Keystone, LLC Declaration of Pooling & Unitization between Williams Production Keystone, LLC; Stern Marcellus Holdings, LLC, Alerion Gas Mar, LLC; Cabot Oil & Gas; Chesapeake Appalachia, LLC, Statoil USA Onshore Properties, Inc.; Talisman Energy USA, Inc.; Epsilon Energy, USA, Inc.; lands in Rush & Middletown Township Susquehanna, PA (attached)
- Unit Size: 697.08 acres
- 5 acre well pad permitted for up to 9 wells
- 1 well drilled at present; 1.89 Bcf. Production December 2011 to December 2012
- 33 acres located in unit; average royalty: \$5,000 per month
- Timber Appraised Value: \$50,000.00

MARY F. EVANS

Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218

(570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE MONTROSE, PENNSYLVANIA

Instrument Number - 201114061 Recorded On 11/21/2011 At 2:45:04 PM

* Instrument Type - OIL POOLING Invoice Number - 110784

- * Grantor WILLIAMS PRODUCTION KEYSTONE LLC
- * Grantee KNOSKY, THOMAS
- * Customer THOMAS DEVELOPMENT CORPORATION
- * FEES

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$44.50
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$50.00

* Total Pages - 12

This is a certification page

DO NOT DETACH

This page is now part of this legal document.

RETURN DOCUMENT TO:
THOMAS DEVELOPMENT CORPORATION
PO BOX 53412
LAFAYETTE, LA 70505
ATTN:
SHERRYM@THOMASDEVELOPMENTCORP.COM

I hereby CERTIFY that this document is recorded in the Recorder's Office of Susquehanna County, Pennsylvania.



MARY F. EVANS RECORDER OF DEEDS

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



DECLARATION OF POOLING AND UNITIZATION KNOSKY UNIT

COMMONWEALTH OF PENNSYLVANIA

§§

COUNTY OF SUSQUEHANNA

88

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Williams Production Keystone LLC, a Delaware limited liability company, whose mailing address is P.O. Box 3102, MD 25-3, Tulsa, OK 74101 (Williams), Stern Marcellus Holdings, LLC a New York Limited Liability Company, and Alerion Gas MAR, LLC a New Jersey Limited Liability Company (collectively Stern), whose mailing address is c/o Hartz Capital, Inc., 400 Plaza Drive, Secaucus, NJ 07094, Cabot Oil & Gas Corporation (Cabot) whose mailing address is Five Penn Center West, Suite 401, Pittsburgh, PA 15276-0130, Chesapeake Appalachia, L.L.C., an Oklahoma limited liability company (CHK), whose mailing address is 6100 N. Western Avenue, Oklahoma City, OK 73118, and Statoil USA Onshore Properties, Inc. (Statoil), whose mailing address is 1203 City West Blvd, Bldg 4.1518, Houston, TX 77042, Talisman Energy USA Inc. (Talisman), whose mailing address is 50 Pennwood Place, Warrendale, PA 15086 and Epsilon Energy USA, Inc., (Epsilon), whose mailing address is 10700 North Fwy, Suite 930, Houston, TX 77037 are the legal and/or contractual owners and holders of the oil and gas leases (hereinafter referred to as the Leases), covering lands in Middletown and Rush Townships, Susquehanna County, Pennsylvania, as described in Exhibit "A", attached hereto and made a part hereof, and as depicted on the plat labeled Exhibit "B", also attached hereto and made a part here of; and

WHEREAS, the Leases are valid and subsisting, and in the judgment of Williams, Stern, Cabot, CHK, Statoil, Talisman and Epsilon it is necessary and desirable to pool, unitize and combine the Leases listed on Exhibit "A", insofar as such Leases extend to and cover the listed tracts depicted on the plat labeled Exhibit "B", for the production of all oil, gas, condensate and all other related hydrocarbon products covered by and that may be found under the Leases, as said Leases cover, affect and pertain to any part of the lands and formations included within that certain 697.08 acre unit depicted on Exhibit "B", so as to form a single operating unit for the exploration, drilling, development and production of oil, gas, condensate and all other related hydrocarbon products; and

WHEREAS, Williams, Stern, Cabot, CHK, Statoil, Talisman and Epsilon further find it necessary to pool and combine the Leases in order to prevent waste, to facilitate the orderly development of the Leases, to preserve correlative rights, and to effect equitable participation within the pooled unit to be formed herein.

NOW THEREFORE, in accordance with the power and authority granted by the terms and provisions of the Leases, and any modifications or amendments thereto, Williams, Stern, Cabot, CHK, Statoil, Talisman and Epsilon do hereby pool, unitize and combine all of the lands and all of the depths and formations covered by the Leases and any and all royalty and overriding royalty interests herein and thereunder, to form a single pooled and unitized area known as the Knosky Unit, (hereinafter referred to as the Unit) for the exploration, development, production and marketing of the oil, gas, condensate and any other related hydrocarbons in and under and that may be produced from the pooled and unitized area described herein.

Each royalty and overriding royalty owner shall be compensated based on their pro rata share of ownership in each tract within the Unit and in the proportion of their tract acreage contribution to the total amount of acreage included in the Unit.

This Agreement shall remain in effect so long as any of the pooled minerals are being produced from the Unit or for so long as shut-in royalties are being tendered, all in accordance with the terms and provisions of the Leases which are pooled hereby.

Williams, Stern, Cabot, CHK, Statoil, Talisman and Epsilon reserve the right to amend, correct or alter this Agreement and the Unit created hereby to the extent permitted by law and under the authority granted in the Leases including altering the size or area of the Unit, or adding or deleting any leases so committed to the Unit or to dissolve the Unit at any time, with any such changes to be evidenced by filing an instrument in the appropriate county records that describes such actions.

The Unit created hereby shall become effective on the date as referenced below and shall be recorded in the Susquehanna County courthouse in order that all parties shall have notice of the existence of such Unit.

This Declaration of Pooling and Unitization may be executed in any number of counterparts, and by different parties in separate counterparts, all of which are identical. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument.

This Declaration of Pooling and Unitization is executed this 27th day of September, 2011, but shall be effective as of September 9, 2011, and the Unit and shall be binding on the heirs, successors, executors or assigns of any party to the Leases.

Williams Production Keystone LLC

Stern Marcellus Holdings, LLC

By: Hartz Capital, Inc., its Manage

Name: Terry Hester
Title: Attorney in-fact

Namer Jonathan B. Schindel
Title: Secretary & General Counsel

Alerion Gas MAR, LLC

By: Hartz Capital, Inc., its Manager

Name: Jonathan B. Schindel
TJue: Secretary & General Counsel

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA §§

COUNTY OF TULSA

ON THIS, the day of September, 2011, before me, the undersigned officer, personally appeared Terry Hester who acknowledged himself to be the Attorney-in-fact for Williams Production Keystone LLC, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as said officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My commission expires:

Notary Public

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF NEW JERSEY

55

COUNTY OF HUDSON

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ON THIS, the Aday of September, 2011, before me, the undersigned, personally appeared Jonathan B. Schindel, who acknowledged himself to be the Secretary & General Counsel of Hartz Capital, Inc., a New Jersey Corporation, which is the Manager of both Stern Marcellus Holdings, LLC, and Alerion Gas MAR, LLC ("Companies"), and that he, as such officer, being authorized to do so, executed the foregoing instrument for and on behalf of the Companies for the purposes therein contained.

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

My commission expires:

Notary Public

KAREN PATRICIA QUINTANA NOTARY PUBLIC OF NEW JERSEY My Commission Expires Jan. 24, 2012

Cabot Oil & Gas Corporation

Name: Jeffrey L. Keim

Title: North Region Land Manager

CORPORATE ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA

§§

COUNTY OF ALLEGHENY

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ON THIS, the $\frac{Q}{Q}$ day of September, 2011, before me, the undersigned officer, personally appeared Jeffrey L. Keim who acknowledged himself/herself to be the North Region Land Manager of Cabot Oil & Gas Corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as said officer.

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

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Michele L. Creps, Notary Public Smith Twp., Washington County My Commission Expires Aug. 20, 2013

Member, Pennsylvania Association of Notaries

Chesapeake Appalachia, L.L.C.

Name: Henry J. Hood

Der Me

Title: Senior Vice resident - Land, Legal and General Counsel

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA

55

COUNTY OF OKLAHOMA

§§

ON THIS, the day of September, 2011, before me, the undersigned officer, personally appeared Henry J. Hood who acknowledged himself/herself to be the Senior Vice President – Land, Legal and General Counsel of Chesapeake Appalachia, LLC and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as said officer.

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

Notary Public

My commission expires:

Statoil USA Onshore Properties, Inc.

Name:

Veronica H. Roa

Title:

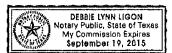
Vice President - Onshore Land

STATE OF TEXAS

COUNTY OF HARRIS

SS:

On this <u>13</u> day of October in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Veronica H. Roa, personally known to me or proved to me on a basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

e Lynn Ligon

My commission expires:

Talisman Energy USA Inc.

Name:

Darin A. Zanovich Attorney-in-Fact

CORPORATE ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA

COUNTY OF

§§

ON THIS, the 18 day of September	r, 2011, before me, the undersigned officer, personally appeared
Darin Lanovich	who acknowledged himself/herself to be the
Attorney-in-Fact	of Talisman Energy USA Inc., and that he/she as such officer,
being authorized to do so, executed	the foregoing instrument for the purposes therein contained, by
signing the name of the corporation	by himself/herself as said officer.

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

COMMONWEALTH OF PENNSYLVANIA COMMONWEALTH OF PERROT ILLY ANNUAL COMMONWEALTH OF PUBLIC CRACKET PUBLIC CRACKET TO THE COUNTY MY COMMISSION EXPIRES AUG. 13, 2014

VERMORT TENNICY VANIA ASSOCIATION OF NOTARIES

Novary Public
My commission expires: 8/13/2014

Epsilon Energy USA, Inc.

Name: Zoran Arandjelovic

Title: President and CE

9/20/11

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

55

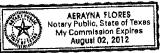
COUNTY OF HARRIS

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ON THIS, the <u>28</u> day of September, 2011, before me, the undersigned officer, personally Zoran Arandjelovic who acknowledged himself/herself to be the President and CEO of Epsilon Energy USA, Inc., and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as said officer.

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

My commission expires:



Balanca de Santo Como de Como	Nagario de la companya del companya de la companya del companya de la companya de	Control to the same was a same			
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(1000 # S. 700		1 : (2 - 7			
		at seid netidige			
Lease Date	Instrument	Tract	Lessor Name	Unit	Pacel Identification
2/28/2009	200904777	1	THOMAS KNOSKY	Acreage	Number
11/1/2008	200818310	2	BALDWIN, MARCIA MANZEK	51.1800	138.00-1,002.00,000
7/31/2009	200914334	3	JOHN P. RYAN	0.6700	138.00-1,014.00,000
7/26/2007	200709334	4	THOMAS H. SIPE, ET AL.	17.7600	118.00-1,011.03,000
3/23/2007	200706071	5	FRANCIS J. CONBOY	27.8700	119.00-1,015.00,000
2/18/2009	200903931	6	FIONDLING.	21.3800	118.00-1,034.00,000
12/18/2008	200901612	7		141.9100	119.00-1,012.00,000
6/4/2008	200814184	8	THERESA ZENZEL & JOSEPH JELLICK	9.3000	118.00-1,016.00,000
12/8/2008	200900564	9	ROSINA WATSON, ET AL	127.7000	119.00-1,011.00,000
12/8/2008	200900564	10	JOHN J. JR. & KIM S. GUITON	12.4600	138.00-1,001.01,000
2/26/2009	200904783	11	JOHN J. JR. & KIM S. GUITON	5.9700	138.00-1,001.02,000
2/18/2009	200904783	12	JAMES F. & MAUREEN WEISS	2.9000	138.00-1,001.00,000
3/8/2007	200703494		BRIAN M. MANZEK	17.8300	138.00-1,005.01,000
11/13/2008	200703494	13	EDWARD L. KELLEY JR.	2.0000	138.00-1,022.00,000
9/19/2009	201102672	14	FLOYD L. JR. & BETTE VANWINKLE	56.3800	138.00-1,046.01,000
11/1/2008	200818318	15	FLOYD & MIRIAM A. VANWINKLE	1.0200	138.00-1,044.00,000
9/19/2009		16	JOSEPH S. MANZEK JR.	53.9700	138.00-1,003.00,000
1/20/2009	201102672	17	FLOYD & STEPHEN VANWINKLE	69.5900	138.00-1,046.00,000
9/10/2009	200902838	18	CHARLES H. & MARY E. POOL	10.7400	138.00-1,042.00,000
2/21/2009	200712835	19	FRANCIS & PATRICIA FLYNN	1.5300	138.00-1,043.00,000
9/19/2009	200904742	20	DAVID P. GEORGE SR.	1.0100	138.00-1,041.00,000
11/1/2008	201019454	21	STEPHEN & CINDY LOU VANWINKLE	20.8500	138.00-1,031.00,000
	200818317	22	MANZEK LAND COMPANY	33.6700	138.00-1,015.00.000
10/30/2008	200818124	23	HARRY E. JR. & JAMIE STANLEY	0.8200	118.00-1,011.04,000
2/18/2009	200903931	24	FIONDLINC.	0.9700	119.00-1,014.00.000
3/8/2007	200703494		EDWARD L. KELLEY JR.	1.0000	138.00-1,022.00,000
11/1/2008	200818319	26	JOSEPH S. & DOROTHY M. MANZEK	2.0300	138.00-1,005.00,000
3/7/2009	200904960	27	RUTH E. MURPHY	4.5700	138.00-1,004.00,000
+					1,001,000,000
			Total Acreage	697.0800	

*

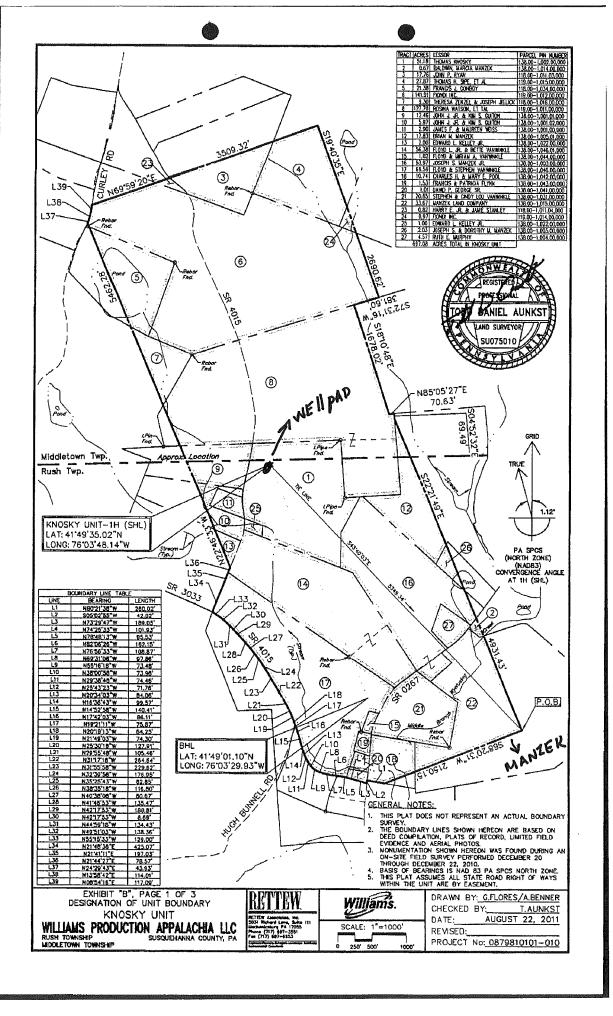


EXHIBIT "B", PAGE 2 OF 3

NARRATIVE DESCRIPTION WILLIAMS PRODUCTION APPALACHIA LLC KNOSKY UNIT

ALL that certain piece, parcel or lot of land situate in Rush Township and Middletown Township, Susquehanna County, Pennsylvania; said premises being designated as the Knosky Unit and being more fully bounded and described as follows:

COMMENCING at the surface hole location of Knosky Unit 1H, with a latitude of 41°49′35.02″ N and a longitude of 76°03′48.14″ W;

Thence S 42*40'03" E a distance of 5349.34 feet to a point in lands of now or formerly of Manzek Land Company, being the Point Of Beginning;

Thence S 68°20'31" W a distance of 2150.15 feet to a point; Thence N 80°21'38" W a distance of 260.02 feet to a point; Thence S 05°02'55" W a distance of 42.92 feet to a point; Thence N 73°29'47" W a distance of 189.05 feet to a point; Thence N 74°25'33" W a distance of 101,93 feet to a point; Thence N 78°48'13" W a distance of 95.53 feet to a point; Thence N 82°06'26" W a distance of 162.15 feet to a point; Thence N 76°56'33" W a distance of 108.87 feet to a point; Thence N 69°31'08" W a distance of 97.86 feet to a point; Thence N 55°16'18" W a distance of 73.48 feet to a point; Thence N 38°00'58" W a distance of 73.96 feet to a point; Thence N 29°38'48" W a distance of 74.46 feet to a point; Thence N 25°43'23" W a distance of 71.76 feet to a point; Thence N 20°34'03" W a distance of 84.06 feet to a point; Thence N 16°36'43" W a distance of 99.57 feet to a point; Thence N 14°52'58" W a distance of 140.41 feet to a point; Thence N 17°42'03" W a distance of 86.11 feet to a point; Thence N 19°21'11" W a distance of 75.87 feet to a point; Thence N 20°19'13" W a distance of 64.25 feet to a point; Thence N 21°49'03" W a distance of 74.30 feet to a point; Thence N 25°30′18" W a distance of 127.91 feet to a point; Thence N 29°55'48"W a distance of 105.46 feet to a point; Thence N 31°17'18" W a distance of 264.64 feet to a point; Thence N 31°55'58" W a distance of 229.62 feet to a point; Thence N 32°39'58" W a distance of 176.95 feet to a point; Thence N 35°25'43" W a distance of 82.85 feet to a point; Thence N 38°35'18" W a distance of 116.80 feet to a point; Thence N 40°38'08" W a distance of 80.67 feet to a point; Thence N 41°46′53 W a distance of 135.47 feet to a point; Thence N 42°17'53" W a distance of 188.81 feet to a point; Thence N 42*17'53" W a distance of 8.69 feet to a point; Thence N 44°59'18" W a distance of 134.43 feet to a point;

EXHIBIT "B", PAGE 3 OF 3

Thence N 49"51'03" W a distance of 138.36 feet to a point; Thence N 55°15'33" W a distance of 129.00 feet to a point; Thence N 21°46′16" E a distance of 305.20 feet to a point; Thence N 21°41'11" E a distance of 197.03 feet to a point; Thence N 21°44'27" E a distance of 78.57 feet to a point; Thence N 22°46'33" W a distance of 5462.28 feet to a point; Thence N 24°29'43" E a distance of 43.93 feet to a point; Thence N 13°58'42" E a distance of 114.01 feet to a point; Thence N 08°54'16" E a distance of 117.09 feet to a point; Thence N 69°59'20" E a distance of 3509.32 feet to a point; Thence S 19°40'35" E a distance of 2690.62 feet to a point; Thence S 72°31'16" W a distance of 381.60 feet to a point; Thence S 18*10'48" E a distance of 1678.02 feet to a point; Thence N 85°05'27" E a distance of 70.63 feet to a point; Thence S 04°52'32" E a distance of 69.49 feet to a point; Thence S 22°21'49" E a distance of 4931.43 feet to a point, the Point Of Beginning, as shown on the Knosky Unit plat.

CONTAINING 697.08 Acres.

Bearings stated within the preceding Unit narrative description are based on Pennsylvania State Grid, NAD 83, North Zone.



Date: August 22, 2011

END OF EXHIBIT "B"

AFTER RECORDING, return to: THOMAS DEVELOPMENT P. O. Box 1866 Burleson, TX 76097 PA, WARRANTY DEED,---1



Patie his brans Mr. 1 fr 'Ma relationary of Mr. 1 (Maria Maria) Mr. 1 (Maria Maria)

Made the Mineteen hundred and

6 B m Eighty-Five

day of September

Zivilliffi ROBERT FESSENDEN, single, of Rush Township, Susquehanna County, Pennsylvania, GRANTOR,

A N D

MANZEK LAND CO., INC., a Pennsylvania business corporation with its principal office at R.D.# 5, Box 93, Montrose, Pennsylvania GRANTEE.



MUNICIPALITY RUST TO TRANSFER TAX PAID 330.00

1 1 T September 9,1985

AG. N. SORAK

Witnesholf, That in consideration of \$33,000.00

Dollars, in hand paid, the receipt whereof is hereby asknowledged, the said granter do enhereby grant and convey to the said grantee . Its successors and assigns,

All that certain parcel of land situate in the Township of Rush, County of Susquehanna, Fennsylvania, bounded and described as follows:

BEGINNING in the center of Traffic Route #267, said point being the most northerly point of the lands herein described; thence south 47 degrees 20 minutes 17 seconds east 211.70 feet to a point for a corner; thence morth 75 degrees 40 minutes 48 seconds east 649.59 feet to a point; thence south 79 degrees 15 minutes 04 seconds east 76.85 feet to an angle point; thence south 44 degrees 24 minutes 10 seconds east 1,574.75 feet to a point; thence south 37 degrees 34 minutes 14 seconds east 369.63 feet to a point for a corner; thence south 56 degrees 44 minutes 13 seconds west 1,318.68 feet to an angle point; thence south 83 degrees 59 minutes 29 seconds west 2,042.75 feet to a point for a corner; thence north 00 degrees 27 minutes 16 seconds west 66 feet to a point; thence north 03 degrees 43 minutes 03 seconds east 697.34 feet to a point for a corner; thence south 75 degrees 50 minutes 18 seconds east 513 feet to a point for a corner; thence north 14 degrees 19 minutes 12 seconds east 676.50 feet to a point for a corner; thence north 16 degrees 29 minutes 17 minutes 31 seconds west 493.75 feet to a point for a corner; thence north 41 degrees 29 minutes 0 seconds west 215 feet to a point for a corner; thence north 19 degrees 20 minutes 19 seconds east 147.03 feet to a point; thence north 57 degrees 32 minutes 19 seconds east 147.03 feet to a point; thence north 49 degrees 20 minutes 41 seconds east 147.03 feet to a point; thence north 42 degrees 06 minutes 06 seconds east 122.59 feet to the point and place of beginning.

CONTAINING 104 acres of land be the same more or less.

The grantor also quit-claims to the grantee, its successors and assigns, the $1.32~\rm acre$ parcel as set forth as the shaded area on map filed with this deed.

DEING lands conveyed to the grantor herein by deed Tebet 119

Station: Scan5 - 11/02/2009 1 48:06 PM

SUBQUEHANNA COUNTY

Inst# 198594732 - Page 1 of 3 1

in Susamehanna County Deed Book 229 Page 420. SUBJECT to any easements or rights-of-way of record or visible on the ground. HAZARDOUS WASTE Has not been disposed of on the subject premises to grantor's actual knowledge. Station, Scan5 - 11/02/2009 1/48:05 FM SUBCOCHANNA COUNTY Hist# 199504737 - Page 2 of 3

enderstellige Strömmen men men men en e	All the fold fronter , doeshereby warrant generally the property hereby conveyed.
to the second se	
And the second s	In Wilhrest Allertral, said grantur has hereunto set his hand and seal the day and year Arst above written.
The second section of the second section of the second section of the second section section section sections section sections section sections section section sections section secti	Signate Sixulate and Bullinered Boles Lessandon Robert Fessenden
A STATE OF THE PROPERTY OF THE	Committee Susquestion of Committee a Notary Public, the undersigned officer, personally appeared Robert Fessenden, single, known to me for satisfactorily proven) to be the person whose name 1s subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.
	IN WITNESS WHEREOF, I have because set my hand and official seal. CON-MISSION EXAMPLES FOTABY FUELDS SEAL DESCRIPTION OF THIRTY, that the precise address of the france herein is R. D. S. Box 93 Montrose, PA 18801
2))	RECORDED E. S. I. 1985 SEP - RECORDED E. S. I

inst# 198504737 - Page 3 of 3

SUSQUEHANNA COUNTY

Station: Scan5 - 11/02/2009 1:48:05 PM

B-1- Producers SS

111 12 129,00 1,015,00,000 Rad Tip Sugar - Carlos - J. PH

OIL AND GAS LEASE

address is 500 Dallas St., Suite 2930, Houston, Texas 77002, as Lessee.

Lease Description. In consideration of Ten Dollars (\$10.00) paid by Lessos, and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, and for the mutual covenants and agreements contained in this Lease, and intending to be bound barday, Leaser grants, leases, and lets exclusively to Lease all of the oil, gas and other hydrocarteons in or unter the following described outline land "Land") in the District Township of Rush, Suspicharisa County, Pennsylvania, and hound substantially by lands now or formerly owned as follows:

On the North by: NOLDY On the East by: GARY
On the South by: ODOWD
On the West by: VANWINKLE

being the same land acquired by Lessor by Deed dated September 6th, 1985, and recorded in Beak/Volume 0430, Page 0319 of the Deed Records of the county in which the Lead is located and being designated as Tax Percel LD #138.00-1,015.00,000.

The Land comprises 105 acres, more or less, which acreage figure may be relied on initially by Lessee in determining the amount of payments provided for m this Least cut described above, more or less, which accesse figure may be relied on initially by Lessee in determining the amount of payments provided for in this Least cut ill Lessee, at its option, sorveys the Lead to determine its accesses one accurately. In ediction to the Lead described above, this Lesse sites cover all accretions and any strips or parcels of lead new or later owned by Lesses within are complicated as the lead, including any interest in the Lead which Lesses may later acquire by coversion, prescription, or otherwise, together with all oil, gas, and their constituents underlying lakes, tivers, streams, roads, east-mans, and rights of very which traverse or adjoin any of the Land. All of the Land and rights of Lesser that are covered by and the subject of this Lease may be referred to as the "least-

 Term of Lease. This Lease shall be in force for a primary term of Five (5) years from the Effective Date, and as long thereafter as oil or gas or other
substances covered by this Lease are produced from the lease premises or from lands people with the lease premises, or this Lease is mentained in force pursuant to any of its other provisions

Lease Rights Granted. To the fullest execut of Lessor's rights and interests in the Land, Lessee shall have and is granted by Lessor, during the term of this receive, the exclusive right to order on the Land to conduct geological, geophysical and science success and explorations, and to operate for, produce and saver oil, gas and other hydrocarbons, together with the right to entil wells, recondition producing wells and re-drill and use abandoned well on the Land for roll those purposes, together with rights of ways and environtees on, over, and through the Land for roll, gas and distinctions, giant, orige, tarks, stations, structures for machinery, gates, maters, regulators, tools, applicances, materials and other rights and producing oil, pass and other hydrocarbons, and other rights and producing oil, pass and other hydrocarbons, and of pass, sir, water, or other fluids for the enhanced recovery and production of oil, and another than the responsibility of the enhanced recovery and production of oil, and another than to Lessoe for all such purposes; to remove, other during or after the term of this Lesse, any and all property and improvements placed or located on the Land by Lessoe, including the right to dreat give the Land for any of the purposes of the Land to remove, and through the Land to remove the land to the right of well and property and improvements placed or located on the Land by Lessoe, including the right to dreat give the Land to any of the purposes.

His Lease.

4. Royalty Payments. The royalties reserved by Lessor, and which shall be paid by Lessor, and (including but not limited to distillate and condensate). Eighteen percent (18%) of that produced and taved from the lesso 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, Lessor, at its option, may from fine to time parchane all royalty oil, puping the price provailing in the pricing area for oil of like grade and gravity at the time of delivery, (b) on gas, acticuling estaplicated gas and oil of disting assume and only oil puping the price provailing in the pricing area for oil of like grade and gravity at the time of delivery, (b) on gas, acticuling estaplicated gas and oil of oil or gastomer or yapprens substances, produced from the Land and sold off the lessor are in the manufacture of gastoline or in the extracting of suffer or say, other products, the manufacture of gastoline in on overs to exceed the new proceeds recovered by Lessoe calculated or substance at the wells of higher proceeds recovered by Lessoe calculated or substances and education, the manufacture, the gas so that the wells from which produced, making allowance and deductions, the manufacture of gas sold at the well, the royally shall be Eighteen by any governmental agency having purisdection, the manufacture of gas provided, that on gas sold at the well, the royally shall be Eighteen by any governmental agency having purisdection, the manufacture of the proceeds the advances and deductions, and provided further that, if any sale of gas is regulated as to price or allowance back to the wells from which produced, making allowance and deductions, and provided further that, if any sale of gas is regulated as to price or allowance back to the wells from which produced, making allowance and deductions, and growed by Lessoe, on subject to reduce, and the produced of the lessoe provided and proposed and proposed to the sale of gas and provided p

5. Operations. This is a FAID-UP LEASE. In consideration of the burns consideration paid by Lessee, Lessor agrees that Lessee shall not be obligated to commence or continue any operations during the primary term. If at the expiration of the primary term, of or gas is not being produced on the lesse premises or on acreage produced with the lessee premises, but Lessee is then cogged in drilling, deepening, plugging back or reading operations, or shall have completed a dry hole within minery (90) days prior to the end of the primary term, this Lesse shall reason in force so long as operations on the well, or for the drilling, deepening, plugging back, or reworking as any administrational well are protected with no consistent of more than amony (90) occasionated asys and, if this result in the production of oil or gas, no long thereafter as oil or gas is produced from the lossee premises, or on acreage pooled with the losse premises.

Pealing. Lessos is given and granted the right, at its option, at any time and from time to taue, within the primary term or at any time during which this Lesso at extended by any of its pravision, to pool, unities, and reform, entarge analor coinces a said repool all or any part or parts of the lesse pramines or rights, depths, stans, or formations, with any other lend in the vicinity of the Lesso, or with any feasible), operating, or other rights or interests in other lend to create units of such and surface across as a lesson may desire but occasioning not more than elegity (20) across for a gas well plus, in each case, a two percent (1999) across for an ed well (other than a horizontal completion) and not more than air applicable taw, rule, regulation, or order of any governmental authority (or the drilling, completion are operation of a well, or fere change to continuous allowable, any was may be excluded in the properties covery effice a declaration corrasining a description of the protocol or arisino across and may be created by governmental authority or by recording any lends subside for ordering protection of the protocol or arisino are across and any lends which is commenseed, or is drilled, or is on any part of lends up years which it was to be created by governmental authority or by recording my lends subside have been or laker pooled with the lease premises of the payment of royalities, be considered a well commenced, drilled, or is on any part of lense promises subject to this Lesse. There shall be adjusted to the payment of the payment of royalities, be considered as well commenced, drilled, and producing on the protocol or the protoco

established by the terms of this Lease 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 included in a pooled unit.

- Warranty and Lesser Interest. Lessor warrants and agrees to defend the title to the Lend, covanants that Lessee will have quiet enjoyment under this Lease, covenants that Lessee shall have the benefit of the doctrine of after-acquired title, and covenants that Lessee, at its option, any discharge any tax, mortgage, or other lien on the Land in the event of default in payment by Lessor, and be subregated to the rights of the holder of a mortgage or lien with the right to enforce same and apply royalties and payments accruing under this Lease toward satisfying same. Without impairment of Lessee's rights under this warranty in event of failure of title, it is agreed that if Lessor owns an interest in the Land less than the entire oil and gas estate covered by this Lease, then the rentals and royalties to be paid Lessor shall be reduced proportionately.
- 8. Notices. Failure to pay or an error in paying any rental or other payment due Lessor shall not constitute a ground for forfeiture of this Lesse and shall not affect Lesses's obligation to make a payment, but Lesses shall not be considered in default on account of a failure or error until Lessor has first given Lesses written notice by certified mail of the non-payment and Lessee shall have failed for a period of sixty (60) days after receipt of the notice to make the payment.
- Ownership Changes. The rights of Lessor or Lessor may be assigned or immsferred in whole or in part, but no change or division in ownership of the lease premises, shut-in-payments, storage rentals, or royalties, or in the status of Lessor or Lessoe, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessoe. No change in ownership or status of Lessoe shall be binding on Lessoe until thirty (30) days after Lessoe shall have been furnished by U.S. mail, at Lessoe's principal place of business, with a certified copy of the recorded instrument or instruments satisfactory to the Lessoe, evidencing the change in ownership. In the event of the death of any person entitled to any payment provided live in this Lesso, Lessoe may pay or tender the same to the credit of the deseased or to the estate of the deceased until the time Lessoe is farmished with proper evidence of the appointment and quabilication of an executor or administrator of the estate or, if there be none, evidence satisfactory to Lessoe 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 parties are entitled to or adversely claim all or any part of any sums payable under the terms of this Lesse, Lessee may pay or tender the sums either jointly to the parties or separately to each in accordance with their respective ownership. If six or more parties become entitled to royalty, Lessee may withield payment unless and until farnished with a recordable instrument executed by all parties designating an agent to receive payment for all. In the event of susignments and thrill farnished with a recordable instrument executed by all parties designating an agent to receive payment for all. In the event of susignments are stably according to the surface area of each, and the failure to pay shut-in payments or storage rentals payable under the terms of this Lease shall be apportionable between the several leasehold owners ratably according to the surface area of eac
- 10. 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 the lesse premises by tendering an appropriate instrument of startender to the Lessor or filing for record a release or releases of this Lease as to any part or all of the Land, and then this Lease and the rights and obligations of the parties shall terminate as to the part or parts is surrendered. On each turnender as to any part or parts of the lease premises all payments specified in this Lease shall be proportionately reduced on an acreage basis, and Lessee shall maintain the 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, equipment, fixtures, buildings, or other structures placed on the lease premises by Lessee, including the right to gull and remove all easing.
- 1. Adverse Claims. In case of notice of or an adverse claim to the lease premises, affecting all or any part of the shut-in payments, storage rentals or royalties, Lessee may withhold payment or delivery of the same until the 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.
- 12. Surface Use. No well shall be drilled nearer than 200 feet from any existing residential or other structure without the written consent of Lessor. Lessee shall pay for reasonable damages caused by Lessee's operations to growing crops on the Land. Lessee shall bury Lessee's pipeline below plow depth on cultivated lands.
- 13. Storage. Lessee shall have the exclusive right to use any stratum or strata underlying the lease premises for the storage of gas or liquids and may, for such purpose, recopen and restore to operation any and all abundaned wells on the lease premises and may drill now wells for the purpose of injecting and storing gas or liquids in a stratum or strata and withdrawing the gas or liquids. If Lessee intends to use the premises are not purpose, or determines that it is using the premises, Lessee may deliver to Lessor or have recorded in the country or counties in which this Lesse 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 Lessee shall have the exclusive right to use the premises for gas or liquid storage until the time as Lessee delivers to Lessor or have recorded in the country or counties a surrender of the right granted to Lessee by this section of the Lense or until Lessee shall intentionally abundon the right to use the premises for storage. During the period or periods that Lessee utilizes the lesse premises for the storage of gas or liquids, the royalties provided in this Lease to be paid to Lessee shall accrue and become payable only on the gas and liquids that are taken from the lease premises by Lessee over and above the amount which Lessee stores or has stored in the stratum or strata. For and during the period or periods that Lessee uses the lease premises for storage, Lessee shall pay Lessor a minimum remail of One Dollar (\$1.00) per acre per year on the number of acress covered by this Lesse, this payment to be made not later than sixty (60) days from and after the end of each twelve (12) month period during which the lesse premises are utilized for storage. Lessee is expressly granted the right to use so much of the surface of the premises as is reasonably necessary in the exercise of the right is premise to Lessee the right to prespect and explore for, and produce oil and gas from stratum or strata o
- 14. Resulations and Delays. Lessee's obligations under this Lesse, whether express 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. When drilling, reworking, production or other operations are prevented or delayed by any laws, rules, regulations or orders, or by the inability to obtain necessary permits, equipment, services, material, water, electricity, finel, access or essentiants, or by fire, flood, adverse weather conditions, war, subotage, 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 production, or by any other cause not reasonably within Lessee's control, this Lease shell not terminate because of the prevention or delay, and shall be maintained in force and effect for so long as the prevention or delay continues, and for ninety (90) days thereafter, or so long as this Lease is maintained in force by some other provisions, whichever is the later date. Lessee shall not be liable for the breach of any express or implied coverants of this Lease when drilling, production, or other operations are so prevented, delayed, or interrupted.
- 15. Breach or Default. In the event Lessor considers that Lessee has not complied with the express or implied obligations of this Lesse, Lessor shall notify Lessee writing of the facts relied on as constituting a breach of the obligations. Lessee shall then have ninety (90) days after receipt of that notice within which to meet or innexice to meet all or any part of the breaches alleged by Lessor. The service of the notice shall be precedent to the bringing of any action by Lessor for any cause, and no action shall be brought until the lapse of -ninety (90) days after service of the notice on Lessee. Neither the service of the notice of t
- 16. Title Curative. Lessor agrees to execute affidavits, ratifications, amendments, and other instruments as may be necessary to carry out the purposes of this Lease.
- 17. Extension. Lessee has the option to extend the primary term of this Lesse for one additional term of three (3) years from the expiration of the primary term of this Lesse; said extension to be under the same terms and conditions as contained in this Lesse. Lessee may exercise this option to extend this Lesse if on or before the histoin date of the primary term of this Lessee, Lessee pays or tenders to the Lessoe, or to the Lessoe's credit an amount equal to the initial consideration given for the Lessee theorem. Exercise of this options at Lessee's sole discretion and may be invoked by lessee where no other alternatives of the Lesse term clause extends this Lesse beyond the primary term.
- 18. <u>Execution.</u> Should any one or more of the parties named as Lessor fail to execute this Lease, it shall nevertheless be binding on the party or parties who execute it, and additional parties may execute this Lease as Lessor, and this Lease shall be binding on each party executing it netwithstanding that such party is not maned as Lessor, and all of the provisions of this Lease shall intre to the benefit of and be binding on the parties and their respective hears, legal representatives, successors, and assigns.

See attached addendum containing additional provisions 1 through 27.

This Lease is executed by Lessor as of the date of the acknowledgment below, but stall be effective as of the Effective Date stated above.

Lessor

JOSEPH & MANZEK, Jr. Treasurer and Secretary

Corporation Acknowledgment

State of Ponusylvania County of Susquelianus

The foregoing instrument was acknowledged before me this Lot day of November, 2008, by MANZEK LAND COMPANY, INC. by Joseph S. Manzek Jr. Treasurer and Secretary, a Ph. Decease. corporation, on behalf of the corporation.

NOTARIAL SEAL
JOHN R. DEAN, Notary Public
Montrose Boro., Susquehanna County
My Commission Expires November 14, 2008

This Lease was prepared by Alia Resources, LLC, 32 Church Street, Montruse, PA 18801.

Addendum

If any of the following provisions conflict with or are inconsistent with any of the printed provisions or terms of the Lease, the following provisions shall control.

- Lessee's operations on the premises shall be in accordance with regulations set forth by the Pennsylvania Department of Environmental Protection.
- Prior to the conumencement of any dirt work for the building of any gathering or flow lines, road
 or location, on the premises, Lessee agrees to obtain Lessor's mutual consent (which consent shall
 not be unreasonably withheld) to any proposed entry route or well location
- 3. Lessee shall test Lessor's domestic water supply prior to commencement of and following, drilling operations on the premises in order to ensure that said water supply is not adversely affected by said operations. In the event it is determined that said operations have adversely affected said water supply, then immediately Lessee, at its own expense, shall take all steps necessary to return said water supply to pre-drilling conditions.
- 4. Lessee shall construct or install all well sites, access roads and pipeline rights-of-way on the premises in a manner which would minimize any related soil erosion. Further, any related surface reclamation shall be done in a manner which restores said land as nearly to original contours as reasonably practical.
- Lessee agrees to plan surface operations on the premises in a manner that will reduce or minimize
 the intrusion to crop fields. In the event that such an intrusion cannot be avoided, lessee shall
 compensate Lessor for the damage or loss of growing crops at a current market value.
- 6. There shall be no storage of natural gas hereunder without the written consent of Lessor.
- 7. Lessée understands that the land leased hereunder may be under and subject to the Pennsylvania Clean and Green program and Lessee, its successors and assigns accept responsibility for and agree to pay any roll back real estate taxes assessed in the future on the land that result from Lessee's operations hereunder.
- 8. Royalties shall be paid without deductions for the costs of producing, gathering, storing, separating, treating dehydrating, compressing, transporting, or otherwise making the oil and/or gas produced from the lense premises ready for sale or use. All oil and/or gas royalty shall be delivered free of cost into the tank or pipeline (for oil) and into the pipeline (for gas), with the exception of Lessor's prorated share of any taxes, measured by volume, on the oil and/or gas royalty.
- 9. It is expressly agreed and provided that this lease cannot be held, maintained nor extended under and by virtue of the shut-in gas well provision of this lease for a longer term beyond the primary term more than twenty-four (24) consecutive months immediately thereafter, or for shorter terms at various intervals not to exceed in the aggregate three (3) years in all.
- 10. Shut in rentals shall be in the amount of \$50 per acre.
- 11. Lessee shall indemnify and hold Lessor bannless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to Lessee's operations under the terms of this Lease, including, but not limited to, environmental issues, claims for injury to or death of any persons, or damage, loss or destruction of any property, real ore personal, under any theory of tort, contract, or strict liability. Lessee further covenants and agrees to defend any suits brought against Lessor on any claims, and to pay any judgements against Lessor resulting from any suit or suits, together wit all costs and expenses relating to any claims, including attorney's fees, arising from Lessees operations under the terms of this lease.

- Prior to the commencement of drilling operations, Lessee shall provide to Lessor, a certificate of evidence for liability, workman's compensation and disability insurance.
- 13. Lessee agrees that any necessary gas lines, tanks, batteries, separators or compressors shall be placed on the premises only if they are in conjunction with Lessor's well(s) and production. No outside roads from adjacent properties shall be constructed on herein premises without Lessor's written consent. Any other equipment or pipeline from other producing wells shall be approved by Lessor in writing.
- 14. No well shall be drilled nearer than five hundred (500) feet of any house or barn now on the lease premises without consent of Lessor. Lessee shall pay for any damages caused by lessee's operations to growing crops on the Land. When requested by Lessor, prior to the laying of any pipeline, Lessee shall bury Lessee's pipeline normal plow depths on cultivated lands.
- 15. 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 value prior to harvesting. In the event agreement is not reached as to value each party shall select and appraiser and the two appraisers shall select a 3rd party neutral appraiser who shall determine the value of the timber which will be paid be Lessee to prior to harvesting.
- 16. On completion of any operation, Lessee shall clean up the lease premises and remove all debris (including remediation of slurry pits), equipment, and personal property which Lessee placed on the lease premises (except for equipment needed for the operation of producing wells, which shall be removed within six (6) months after a well permanently ceases to produce), which leave the lease premises in a neat and clean condition. While conducting operations, Lessee shall keep the premises in a neat and clean condition.
- 17. Any questions or disputes concerning this lease or performance thereunder shall be subject to the jurisdiction to the court of common pleas of Susquehanna County, Pennsylvania.
- 18. In the event a pooled unit is created which encompasses land located outside the lease premises and some, but not all, of the lease premises, any drilling 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. Upon the expiration of the initial primary term and upon receipt of written notice of Lessor, Lessee shall surrender such portions of leased premises not contained within a pooled unit.
- Lessee agrees not to use any water from Lessor's pond, springs, or creeks without Lessor's written consent.
- 20. Lessee agrees to pay Lessor, as surface damages, the sum of Fifteen Thousand Dollars (\$15,000.00) for each drill site location on the leased premises and such payment shall be due and payable upon the commencement of drilling operations.
- 21. Lessee shall promptly replace any barrier, including but not limited to, fences and stone walls removed by lessee during its operations on said land and further, shall construct gates on all access roads on said land upon request by Lessor.
- 22. In the event there is a change in Pennsylvania tax code that provides for an increase in ad valorum taxes attributable to or resulting from the assessment of oil and gas due to oil and gas production from the leased premises, Lessor and Lessee agree to abide by the law and pay their proportional share accordingly.
- 23. Lessee does not acquire, pursuant to the terms of this lease, the right to transport foreign gas or its constituents across the leased premises. Lessee has acquire only the right to transport and convey oil, gas and their constituents produced from the leased premises and oil and gas produced from premises unitized herewith. Further, Lessee does not acquire, pursuant to this lease, the right to install a meter and or meter station except a meter to measure oil and gas produced upon the leased premises or any premises unitized herewith unless provided for under a separate agreement.
- 24. Lessee shall notify Lessor in writing if Lessee assigns all or portion of this lease, or and undivided interest therein, to a third party. Provided, however, that notice to the Lessor shall not be required in the event of an assignment by Lessor shall not required in the event of an assignment by Lessor.
 - to a affiliate, subsidiary, or internal partner;
 - b. in consequence of a merger or amalgamation; or



- c. of all or substantially all of its assets to a third party.
- 25. Lessee shall not conduct surface activities within two hundred (200) feet of any Pennsylvania Department of Environmental Protection permitted bluestone quarry without written consent of Lessor.
- 26. Lessor shall have the right to audit books, records and accounts of the Lessee pertaining to all matters of the leased premise and all operations pertaining to this Lease. This right may be operated from time to time by giving Lessee reasonable notice (defined as at least ten (10) business days). Any audit shall be conducted during normal business hours at Lessee's place of business, at the sole expense of Lessor. If a well is located upon the premises, Lessee will place a meter to measure production at an appropriate location on the system located upon the premises and Lessor shall have access to the production records derived therefrom during any such audit.
- 27. Lessee acknowledges that this Lease pertains only to the land within the leasehold as specifically identified by tax map numbers.

Signed for Identification:

Joseph S. Manzek, Jr. - Treasurer and Speretary



TELEPHONE 713-759-1155

August 13, 2010

To: Manzek Land Company

Re: Oil and Gas Lease dated 11/1/2008, Rush Township, Assignment from Alta Resources, L.L.C. to Williams Production Keystone, LLC and Alerion Gas MAR

Per the above referenced Lease, this letter shall serve as notice that Alta Resources, L.L.C., has assigned the Lease to Williams Production Keystone, LLC., One Williams Center, Suite 3600, Tulsa, OK 74172 and Alerion Gas MAR, 400 Plaza Drive, Secaucus, NJ 07094. If you have any questions please feel free to call Williams' Montrose office at (570) 278-2261.

Sincerely,

Stephanie Vaughn

A. Vaugh

Land Assistant

Alta Resources, L.L.C.



February 17, 2012

Dear Owner,

Subject: NOTICE OF NAME CHANGE ONLY

You are receiving this Notification because you receive revenues from Williams Production Keystone, LLC now known as WPX Energy Keystone, LLC.

We would like to emphasize this is **NOT** a change of ownership; it is a mere name change only. Our tax identification number remains the same. This name change was effective December 31, 2011.

Effective January 1, 2012, Williams Cos. separated its exploration and production business to form an independent company, WPX Energy, Inc. While you will notice changes such as signage identifying the wells, changes in the name on your royalty checks and other minor changes, it's important for you to know what is not changing. Our people are not changing. Our work ethic and our commitment to you will not change. You will communicate with the same names you've become accustomed to working with in the past. Our physical address and mailing address will not change. WPX Energy will be a new publicly held company led by the same group that led Williams E&P (and its subsidiaries) for many years. For you as well as the 1250 people that worked for Williams E&P and now WPX Energy (and its subsidiaries) it's pretty much business as usual.

In the next few months there may be additional changes in phone numbers and email addresses but when this happens, we will notify you. In the meantime, we look forward to maintaining a service oriented relationship with you.

If you have any questions, please contact our Customer Service line at 1-866-326-3190.

Sincerely,

Sheryl Ward

Start Ward

Manager, Revenue Accounting

Tulsa Region



OwnerRelations Connect Report Created 10/14/2013 at 2:03:08 PM Checks by Owner For Owner#: 521382 For Check Date: 02/22/2012 to: 10/14/2013

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Checks by Owner

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\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.15	\$0.00	\$0.00	\$0.00	-\$3.86	\$0.00	\$0.00	\$0.00	\$3.86	\$0.00	\$0.00	\$0.00	\$3.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-\$114.64 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$114.64 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	-\$59.15 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$2,794.84 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$3.86 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	-\$3,761.87 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	-\$3.86 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$3,761.87 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	-\$3.86 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$3,761.87 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$3,335.24 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	-\$3,335.24 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC	\$3,370.33 WPX Energy Keystone, LLC	\$0.00 WPX Energy Keystone, LLC

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\$0.00 WE' Elieigy Reystolie, LEC	\$0.00	\$ 0.00	\$0.00	0.0	20	០	04/01/2012	11/21/2012 00000062317557 KNOSKY #1H	227 000005262387
\$0.00 WPX Energy Reystone, LLC	\$0,00	\$0.00	\$0.00	0.0	22	ឲ	04/01/2012	11/21/2012 00000062317557 KNOSKY #1H	226 000005262387
-\$3,343.04 WPX Energy Keystone, LLC	\$0.00	\$0.00	-\$3,343.04	0.0	20	ഒ	04/01/2012	11/21/2012 00000062317557 KNOSKY #1H	225 000005262387
\$0,00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0,00	0.0	20	Ø	04/01/2012	11/21/2012 00000062317557 KNOSKY #1H	224 000005262387
WPX Energy Keystone,	\$0.00	\$0,00	\$0.00	0.0	<u>20</u>	ດ	04/01/2012	11/21/2012 00000062317557 KNOSKY #1H	223 000005262387
	\$0.00	\$0,00	\$0.00	0.0	20	ഒ	04/01/2012	11/21/2012 00000062317557 KNOSKY #1H	222 000005262387
\$3,343.04 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$3,343.04	0.0	ಶ	ល	04/01/2012	11/21/2012 00000062317557 KNOSKY #1H	221 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	o	03/01/2012	11/21/2012 00000082317557 KNOSKY #1H	220 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	丒	ഗ	03/01/2012	11/21/2012 00000062317557 KNOSKY #1H	219 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	တ	03/01/2012	11/21/2012 00000062317557 KNOSKY #1H	218 000005262387
-\$4,594.08 WPX Energy Keystone, LLC	\$0.00	\$0.00	-\$4,594.08	0.0	ᄁ	ତ	03/01/2012	11/21/2012 00000062317557 KNOSKY #1H	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	꼰	ഒ	03/01/2012	11/21/2012 00000062317557 KNOSKY #1H	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	꼰	ഒ	03/01/2012	11/21/2012 00000062317557 KNOSKY #1H	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0,00	0.0	20	တ	03/01/2012	00000062317557	
\$4,594.08 WPX Energy Keystone, LLC	\$0.00	\$0,00	\$4,594.08	0,0	20	6	03/01/2012	-	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0,00	0.0	꼰	ഒ	02/01/2012	00000062317557	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0,00	\$0.00	0.0	₽	ဓ	02/01/2012		
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	꼰	ഒ	02/01/2012	00000062317557	
-\$6,888.74 WPX Energy Keystone, LLC	\$0.00	\$0.00	-\$6,888.74	0.0	꼰	ഒ	02/01/2012	11/21/2012 00000062317557 KNOSKY #1H	209 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	꼰	េ	02/01/2012	11/21/2012 00000062317557 KNOSKY #1H	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	꼰	ဝ	02/01/2012	11/21/2012 00000062317557 KNOSKY#1H	207 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	꼰	ഒ	02/01/2012	11/21/2012 00000062317557 KNOSKY #1H	206 000005262387
\$6,888.74 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$6,888.74	0.0	꼰	G	02/01/2012	11/21/2012 00000062317557 KNOSKY #1H	205 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	꼰	o	01/01/2012	11/21/2012 00000062317557 KNOSKY #1H	204 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	丒	G	01/01/2012	11/21/2012 00000062317557 KNOSKY #1H	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	꼰	ഗ	01/01/2012	11/21/2012 00000062317557 KNOSKY #1H	
-\$4,969.95 WPX Energy Keystone, LLC	\$0.00	\$0.00	-\$4,969.95	0.0	꼰	ດ	01/01/2012	11/21/2012 00000062317557 KNOSKY #1H	201 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0,00	\$0.00	\$0.00	0.0	丒	o	01/01/2012		200 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	ഒ	01/01/2012		199 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	20	១	01/01/2012	00000062317557	000005262387
\$4,969.95 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$4,969.95	0.0	꼰	G	01/01/2012	00000062317557	000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	20	ഒ	12/01/2011	11/21/2012 00000062317557 KNOSKY #1H	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	ഒ	12/01/2011		
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	စ	12/01/2011	11/21/2012 00000062317557 KNOSKY #1H	000005262387

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\$3,985.79 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$3,985.79	0.0	22	ဝ	12/01/2012	3 00000062317557 KNOSKY #1H	02/25/2013	261 000005266396
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	낃	ഒ	11/01/2012	3 00000062317567 KNOSKY #1H	01/25/2013	
-\$39.35 WPX Energy Keystone, LLC	\$39.35	\$0.00	\$0.00	0.0	₽	ត	11/01/2012	3 00000062317557 KNOSKY #1H		259 000005264676
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	고	ဝ	11/01/2012	3 00000062317557 KNOSKY #1H	01/25/2013	
\$3,824.91 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$3,824.91	0.0	22	ឲ	11/01/2012	3 00000062317557 KNOSKY #1H	01/25/2013	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	20	ഒ	10/01/2012	2 00000062317557 KNOSKY #1H	12/26/2012	
-\$63.13 WPX Energy Keystone, LLC	\$63.13	\$0.00	\$0.00	0.0	22	ഒ	10/01/2012	2 00000062317557 KNOSKY #1H	12/26/2012	
\$0,00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	20	ဓ	10/01/2012	2 00000062317557 KNOSKY #1H	_	
\$3,044.32 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$3,044.32	0,0	꼰	G	10/01/2012	2 00000062317557 KNOSKY #1H	12/26/2012	253 000005263210
	\$0,00	\$0.00	\$0.00	0.0	꼰	ရ	07/01/2012	2 00000062317557 KNOSKY #1H	11/21/2012	
\$0.00 WPX Energy Keystone, LLC	\$0,00	\$0.00	\$0.00	0.0	丒	ഒ	07/01/2012	00000062317557	11/21/2012	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	ഒ	07/01/2012	00000062317557	11/21/2012	
-\$3,335.24 WPX Energy Keystone, LLC	\$0.00	\$0.00	-\$3,335.24	0.0	22	_o	07/01/2012	00000062317557	11/21/2012	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	₽	ഒ	07/01/2012	00000062317557	11/21/2012	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0,00	0.0	20	ഒ	07/01/2012	00000062317557	11/21/2012	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	20	တ	07/01/2012	00000062317557	11/21/2012	
\$3,335.24 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$3,335.24	0.0	20	ഒ	07/01/2012		11/21/2012	245 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$6.00	\$0.00	0,0	22	ဓ	06/01/2012	00000062317557	11/21/2012	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	20	ଜ	06/01/2012	2 00000062317557 KNOSKY #1H	11/21/2012	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	20	ഒ	06/01/2012		11/21/2012	242 000005262387
-\$3,370.33 WPX Energy Keystone, LLC	\$0.00	\$0.00	-\$3,370.33	0.0	22	ត	06/01/2012		11/21/2012	241 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	Q	06/01/2012	2 00000062317557 KNOSKY #1H	11/21/2012	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0,00	\$0.00	0.0	20	ഒ	06/01/2012	2 00000062317557 KNOSKY #1H	11/21/2012	239 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0,00	\$0.00	\$0.00	0.0	20	ഒ	06/01/2012	2 00000062317557 KNOSKY #1H	11/21/2012	238 000005262387
\$3,370.33 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$3,370.33	0.0	22	ഒ	06/01/2012	2 00000062317557 KNOSKY #1H	11/21/2012	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	꼰	ഒ	05/01/2012	00000062317557 KNOSKY #1H	11/21/2012	
\$0.00 WPX Energy Keystone, LLC	\$0,00	\$0.00	\$0.00	0.0	20	മ	05/01/2012	2 00000062317567 KNOSKY #1H	11/21/2012	235 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0,00	0.0	20	ဓ	05/01/2012	00000062317557 KNOSKY #1H	11/21/2012	
-\$3,157.47 WPX Energy Keystone, LLC	\$0.00	\$0.00	-\$3,157.47	0.0	20	ഒ	05/01/2012	00000062317557 KNOSKY #1H	11/21/2012	233 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0,00	0.0	20	ഒ	05/01/2012	: 00000062317557 KNOSKY #1H	11/21/2012	
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	20	ഒ	05/01/2012		11/21/2012	231 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0,0	꼰	6	05/01/2012	00000062317557	11/21/2012	230 000005262387
\$3,157.47 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$3,157,47	0.0	20	ഒ	05/01/2012	00000062317667	11/21/2012	229 000005262387
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0,00	\$0,00	0.0	20	ឲ	04/01/2012	00000062317557 KNOSKY#1H	11/21/2012	000005262387

\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	ဓ	07/01/2013	09/25/2013 00000062317557
\$5,108.69 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$5,108.69	0.0	끄	ഒ	07/01/2013	294 000005277118 09/25/2013 00000062317557 KNOSKY#1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	<u>2</u> 2	ഒ	07/01/2013	293 000005277118 09/25/2013 00000062317557 KNOSKY #1H
-\$181.53 WPX Energy Keystone, LLC	\$181.53	\$0.00	\$0.00	0.0	20	ഒ	07/01/2013	292 000005277118 09/25/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	꼰	០	06/01/2013	291 000005275360 08/26/2013 00000052317557 KNOSKY #1H
-\$91.00 WPX Energy Keystone, LLC	\$91.00	\$0.00	\$0.00	0.0	20	മ	06/01/2013	290 000005275360 08/26/2013 00000052317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	20	ഒ	06/01/2013	289 000005275360 08/26/2013 00000062317557 KNOSKY #1H
\$5,655.26 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$5,655.26	0.0	꼰	ឲ	06/01/2013	288 000005275360 08/26/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	끄	മ	05/01/2013	287 000005274397 07/25/2013 00000062317557 KNOSKY #1H
-\$81.39 WPX Energy Keystone, LLC	\$81.39	\$0.00	\$0.00	0.0	20	ດ	05/01/2013	286 000005274397 07/25/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	꼰	ឲ	05/01/2013	285 000005274397 07/25/2013 00000052317557 KNOSKY #1H
\$2,825.19 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$2,825.19	0.0	꼰	ര	05/01/2013	284 000005274397 07/25/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	20	ഒ	12/01/2012	283 000005274397 07/25/2013 00000062317557 KNOSKY #1H
-\$0.01 WPX Energy Keystone, LLC	\$0.01	\$0,00	\$0.00	0.0	20	ഒ	12/01/2012	282 000005274397 07/25/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0,00	\$0.00	\$0.00	0.0	꼰	o	12/01/2012	281 000005274397 07/25/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0,00	\$0.00	\$0.00	0.0	꼰	ତ	04/01/2013	280 000005271844 06/25/2013 00000062317557 KNOSKY #1H
-\$53.65 WPX Energy Keystone, LLC	\$53.65	\$0.00	\$0.00	0.0	22	ഒ	04/01/2013	279 000005271844 06/25/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	മ	04/01/2013	278 000005271844 06/25/2013 00000062317557 KNOSKY #1H
\$2,134.29 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$2,134.29	0.0	꼰	ഒ	04/01/2013	277 000005271844 06/25/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	ဓ	03/01/2013	276 000005270168 05/28/2013 00000062317557 KNOSKY #1H
\$2,989.71 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$2,989.71	0.0	20	ဓ	03/01/2013	275 000005270168 05/28/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	ഒ	03/01/2013	274 000005270168 05/28/2013 00000062317557 KNOSKY #1H
-\$73.99 WPX Energy Keystone, LLC	\$73.99	\$0.00	\$0.00	0.0	20	G	03/01/2013	273 000005270168 05/28/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	끄	ଜ	02/01/2013	272 000005268850 04/25/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	ഹ	02/01/2013	271 000005268850 04/25/2013 00000062317557 KNOSKY #1H
-\$114.41 WPX Energy Keystone, LLC	\$114.41	\$0.00	\$0.00	0.0	22	ഒ	02/01/2013	270 000005268850 04/25/2013 00000062317557 KNOSKY #1H
\$4,545.45 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$4,545,45	0.0	20	ഒ	02/01/2013	269 000005268850 04/25/2013 00000062317557 KNOSKY#1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	<u>70</u>	ഒ	01/01/2013	268 000005267613 03/25/2013 00000062317557 KNOSKY #1H
-\$150.19 WPX Energy Keystone, LLC	\$150.19	\$0,00	\$0.00	0.0	29	ଜ	01/01/2013	267 000005267613 03/25/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	22	G	01/01/2013	266 000005267613 03/25/2013 00000062317557 KNOSKY #1H
\$5,537.51 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$5,537.51	0,0	ᄁ	ត	01/01/2013	265 000005267613 03/25/2013 00000062317557 KNOSKY #1H
-\$82.42 WPX Energy Keystone, LLC	\$82.42	\$0.00	\$0.00	0.0	ᄁ	ഒ	12/01/2012	264 000005266396 02/25/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	20	ഒ	12/01/2012	263 000005266396 02/25/2013 00000062317557 KNOSKY #1H
\$0.00 WPX Energy Keystone, LLC	\$0.00	\$0.00	\$0.00	0.0	괻	_O	12/01/2012	000005266396 02/25/2013 00000062317557 KNOSKY #1H

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\$0.00

\$994.08 \$74,987.24