

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**ANTHONY GREGOR, *et al.*,**

*Plaintiffs,*

v.

**RICE DRILLING D, LLC, *et al.*,**

*Defendants.*

**Civil Action No. 2:21-CV-03999**

**Magistrate Judge Elizabeth Preston Deavers**

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**CLASS ACTION SETTLEMENT AGREEMENT**

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This CLASS ACTION SETTLEMENT AGREEMENT (“Settlement Agreement”) is entered into by, between, and among, Rice Drilling D, LLC, EQT Production Company, EQT Energy, LLC, and EQT Corporation (collectively, “Rice” or “Defendants”), the defendants in *Anthony Gregor, et al. v. Rice Drilling D, L.L.C., et al.*, Case No. 2:21-CV-03999 (S.D. Ohio) and Dorothy Bowman, OK Ridge Farm LLC, and Maple Ridge Farm LLC (collectively, “Plaintiffs”), on behalf of themselves and as the putative class representatives for the Settlement Class defined below.

**RECITALS**

Plaintiffs, as lessors, and Rice, as lessee, are parties to oil and gas leases governing leaseholds in the State of Ohio. The leases obligate Rice to make Royalty payments to Plaintiffs on gas produced and sold by Rice.

A. Plaintiffs raised a number of issues with Rice related to the Smith Goshen Leases, including issues related to the calculation of royalty payments made by Rice, deductions of Post-Production Costs by Rice, and the stratigraphic depths granted to Rice. These issues were hotly litigated and/or otherwise disputed by Defendants.

B. Class Counsel and Defendants engaged in arm’s-length negotiations in the interest of resolving this dispute. As part of the negotiation process, the Parties engaged in mediation before John W. Perry. Mr. Perry is a respected, nationwide mediator in the energy sector, with more than thirty years of experience in alternative dispute resolution. He is a partner at the law firm of Perry, Balhoff, Mengis, & Burns, and is a founding member and partner of Perry Dampf Dispute Solutions. The mediation with Mr. Perry occurred at the conclusion of fact and expert discovery and was informed from the complete discovery record, which included the deposition testimony of the parties’ expert witnesses, proposed class representatives, third-party declarations, and Rice’s 30(b)(6) designee. Additionally, Class Counsel requested, and Defendants provided electronic data, the gathering agreement, and other information regarding Plaintiffs’ claims, and Class Counsel conducted due diligence concerning that data and information. Plaintiffs and

Defendants reached this class-wide settlement agreement and will submit it as an attachment to the Preliminary Approval Motion for court approval on the earliest convenient date.

C. Prior to the submission of the Preliminary Approval Motion, Defendants, with the assistance of outside counsel, conducted an additional review of its records over the course of six weeks to determine Settlement Class Members and the acreage covered by Smith Goshen Leases and who should receive Class Notice. Based on that research to date, the total acreage covered by Smith Goshen Leases is approximately 24,852 total acres, and that supporting data will be provided to the Settlement Administrator.

D. Plaintiffs have concluded that it is in their best interests and the interests of the Settlement Class to enter into this Settlement Agreement to avoid the uncertainties of continued litigation, appeals, and arbitration, particularly given the complexity of this litigation. Defendants have agreed, despite their belief that they are not liable for the claims asserted and have good defenses thereto, and without admission of any wrongdoing of any kind to enter into this Settlement Agreement in order to avoid the time, expense and uncertainty of litigation and to further their relationship with their lessors.

E. While Defendants believe this Settlement Agreement can and should be approved to avoid the time, expense and uncertainty of litigation, in the event the Settlement Agreement does not receive final approval from the Court or is terminated according to its terms, Defendants expressly reserve any and all defenses available to them, including the right to challenge class certification and to insist on individual arbitration or litigation of each Plaintiff's dispute and each Settlement Class Member's dispute. Plaintiffs likewise reserve their right to proceed with all claims if the settlement is not approved.

F. In light of the investigations undertaken and conclusions reached by the Parties and discussed above, the Parties agree, subject to approval by the Court, to fully and finally compromise, settle, extinguish and resolve the Settled Claims under the terms and conditions set forth in this Settlement Agreement.

#### **AGREEMENT FOR SETTLEMENT PURPOSES ONLY**

This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained herein, nor any negotiations or proceedings related thereto, nor any action taken hereunder shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged by Plaintiffs of any wrongdoing, fault, violation of law, breach of contract, or liability of any kind on the part of Defendants or any admission by Defendants of any claim or allegation made in any demand of, action against, or proceeding against Defendants, or as a waiver of any applicable defense, including, without limitation, any applicable statute of limitations. This Settlement Agreement and its exhibits shall not be offered or be admissible in evidence against Plaintiffs or Defendants or the Settlement Class Members in any action or proceeding in any forum for any purpose whatsoever, except any action or proceeding brought to enforce its terms.

#### **AGREEMENT**

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiffs,

on behalf of themselves, and the putative class, and Defendants hereby contract, covenant and agree that the Settled Claims are fully resolved, settled, compromised, extinguished and dismissed on the merits and with prejudice, subject to the approval of the Court, on the following terms and conditions:

1. Definitions. When used in this Settlement Agreement, unless otherwise specifically indicated, the following terms shall have the respective meanings assigned to them in this paragraph:

1.1 “Class Counsel” is defined as follows:

Matthew R. Wilson  
MEYER WILSON CO., LPA  
305 W. Nationwide Blvd.  
Columbus, OH 43201  
Telephone: (614) 224-6000  
Facsimile: (614) 224-6066  
E-Mail: mwilson@meyerwilson.com

Sean E. Jacobs  
EMENS WOLPER JACOBS &  
JASIN LAW FIRM CO., LPA  
One Easton Oval, Ste. 340  
Columbus, OH 43219  
Telephone: (614) 414-0888  
Facsimile: (614) 414-0898  
E-Mail: sjacobs@ewjjlaw.com

Scott K. Jones  
SCOTT K. JONES LAW, LLC  
3825 Edwards Rd., Suite 103  
Cincinnati, OH 45209  
Telephone: (513) 410-2074  
Facsimile: (513) 536-6393  
E-Mail: sjones@scottkjoneslaw.com

1.2 “Court” means the United States District Court for the Southern District of Ohio.

1.3 “Defendants” or “Rice” means Rice Drilling D, LLC, EQT Production Company, EQT Energy, LLC, and EQT Corporation and their affiliates.

1.4 “Defendants’ Counsel” means the following attorney:

Ragan Naresh, P.C.  
Kirkland & Ellis LLP  
1301 Pennsylvania Ave. NW  
Washington DC 20009

1.5 “Effective Date” shall be the date when each and all of the following conditions have occurred:

1.5.1 The Settlement Agreement has been fully executed by all the Parties and their counsel;

1.5.2 The Preliminary Approval Order has been entered by the Court certifying a Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Settlement Notice;

1.5.3 The Court-approved Settlement Notice has been mailed as ordered by the Court;

1.5.4 The Court has approved and entered the Final Judgment, thereby approving this Settlement Agreement and dismissing the Settled Claims with prejudice; and

1.5.5 The Final Judgment becomes Final as defined in paragraph 1.8, below.

1.6 “Excluded Member” means any person or entity who falls within the Settlement Class definition but who elects to be excluded from the Settlement Class and submits a valid Request for Exclusion.

1.7 “Final” means that (a) the Final Judgment is a final, appealable order; and (b) either (i) no appeal has been taken from the Final Judgment as of the date on which all times to appeal therefrom have expired, or (ii) an appeal or other review proceeding of the Final Judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the Final Judgment in all material respects.

1.8 “Final Judgment” means the Final Judgment and Order of Dismissal to be entered by the Court substantially in the form attached hereto as Exhibit D upon final approval of the Settlement, as provided in paragraph 8 of this Settlement Agreement. It is understood and agreed that the Final Judgment shall have no *res judicata*, collateral estoppel, or other preclusive effect as to any claims other than the Settled Claims.

1.9 “Future Royalty Calculation Method” means the method of calculating Royalties under the Smith Goshen Leases on gas produced and sold by or on behalf of Defendants, as provided in paragraph 6.2 of this Settlement Agreement.

1.10 “Gregor” means the civil action styled *Anthony Gregor, et al. v. Rice Drilling D, LLC, et al.* on the docket of the United States District Court for the Southern District of Ohio.

1.11 “Incentive Award Payments” means the amount of any class representative incentive awards granted by the Court and paid pursuant to paragraph 17.7.2.

1.12 “Including” and “include(s)” mean “including or include(s), without limitation.”

1.13 “Parties” means Plaintiffs and Defendants.

1.14 “Plaintiffs” refers to Dorothy Bowman, Maple Ridge Farm, LLC, and OK Ridge Farm, LLC.

1.15 “Ohio” means the State of Ohio.

1.16 “Smith Goshen Leases” means the oil and gas leases, amendments, or addenda that (a) covers a leasehold located in Belmont County, Ohio, (b) was executed using the standardized Smith Goshen Lease as set forth in Exhibit B, and (c) is or has been owned, in whole or in part, by EQT Production Company, Rice Drilling D, LLC, and/or any affiliated entity, as a lessee, according to the business records maintained by EQT.

1.17 “Plan of Administration” means the Plan of Administration and Distribution as set forth in Exhibit E hereto, describing the specific procedures and processes for the administration, allocation, and distribution of the Settlement Funds.

1.18 “Plan of Allocation” means the methodology pursuant to which the Settlement Funds will be allocated among the Settlement Class Members as provided in Section 2 of the Plan of Administration.

1.19 “Post-Production Costs” means all costs of gathering, treating, processing, blending, marketing, compression, dehydration, transportation, separation, fractionation, storage, removal of liquid or gaseous substances, and/or removal of impurities of or from the affected oil and gas, and costs of any other activities associated with making the oil and gas ready for movement, sale, or use.

1.20 “Preliminary Approval Order” means the order entered by the Court pursuant to paragraph 3 below and in the form attached as Exhibit C, preliminarily approving the Settlement, approving the form and manner of the Settlement Notice, and setting a date certain for the settlement fairness hearing.

1.21 “Production Unit” shall have the same meaning in this Agreement that it has in the Smith Goshen Leases which define a Production Unit as “a unit of one of more tracts which are brought together by the Lessee for the purpose of formatting a drillsite complying with the state requirements for drilling one well in order to develop the lands as if they were under a single lease.”

1.22 “Request for Exclusion” means a timely and properly submitted written request to be excluded from the Settlement Class. A request for exclusion is not timely and properly submitted unless it is in writing, is signed by the person or entity requesting exclusion, is mailed to the Settlement Administrator, postmarked no later than the due date established by the Court in the Preliminary Approval Order, and otherwise complies with the instructions contained in the Settlement Notice. The request for exclusion must be personally signed by any natural person requesting exclusion; it cannot be signed by that person’s lawyer or other agent, unless the person is incapacitated. Requests for exclusion may not be made on a class or representative basis. If the entity requesting exclusion is a corporation, partnership, or other legal entity, the request must be personally signed by a duly-authorized officer, partner, or managing agent. A request for exclusion is also not properly submitted or valid if it requests a qualified or partial exclusion or any other qualification.

1.23 “Royalty” means lessor royalty interests.

1.24 “Settled Claims” means any and all claims and causes of action related to the payment of royalties by Defendants under a Smith Goshen Lease (including, but not limited to, breach of contract, fraud, conspiracy, breach of implied duties and covenants, unjust enrichment, or accounting) and any and all claims that Defendants extracted minerals from strata, formations, or shales that were not granted in the Smith Goshen Lease (including trespass and/or mineral trespass, conversion and/or mineral conversion, unjust enrichment, and injunctive relief). The Settled Claims do not include claims for royalties held in suspense, claims for the failure to pay royalties due at all, claims based on ownership disputes, claims based on errors in determining ownership interests, or claims for mathematical or calculation errors in determining volumes, prices, values, or decimal interests. The Settled Claims also do not include any claims or causes of action whatsoever that Plaintiffs and the Settlement Class Members have or may have against persons and entities other than the Defendants-Releasees as defined in paragraph 11.1.1. Notwithstanding anything to the contrary herein, the Settled Claims do not include any claims or causes of action whatsoever that Plaintiffs or Settlement Class Members have or may have against working interest owners in the Smith Goshen Leases other than Defendants.

1.25 “Settlement” means the settlement embodied in this Settlement Agreement and the Final Judgment.

1.26 “Settlement Administrator” means the person or persons agreed upon by the Parties to administer the Settlement in accordance with the provisions of this Agreement.

1.27 “Settlement Agreement” or “Agreement” means this Settlement Agreement, including all exhibits hereto.

1.28 “Settlement Class” means all the class members, including their affiliates, predecessors and successors-in-interest, and any other persons who are, or were, lessor parties to a Smith Goshen Lease and received royalty payments from Defendants during the period from January 1, 2018 through December 31, 2024, according to the business records maintained by EQT Production Company. The Settlement Class excludes; (a) any person or entity who is currently asserting Settled Claims in any action other than *Gregor* against Defendants; (b) any person or entity who receives royalty in kind pursuant to a Smith Goshen Lease; (c) any person or entity who has previously released EQT Production Co. and/or its affiliates from liability concerning or encompassing any or all Settled Claims; (d) the federal government; (e) the State of Ohio; (f) legally-recognized Indian Tribes; and (g) any person who serves as a judge in this civil action and his/her spouse.

1.29 “Settlement Class Member” means every member of the Settlement Class who does not submit a valid Request for Exclusion.

1.30 “Settlement Notice” means the notice substantially in the form attached as Exhibit A, or such other comparable notice(s) approved by the Court, which is to be given to the Settlement Class as provided in paragraph 4 below. The Settlement Notice as determined to be appropriate and approved by the Court and meeting the criteria in paragraph 4, below, shall be regarded as and is the best notice practicable under the circumstances.

2. Best Efforts to Garner Settlement's Approval. The Parties and Class Counsel agree to recommend that the Court approve the Settlement and further agree to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other reasonable steps and efforts that may be necessary or appropriate to implement the terms of this Settlement Agreement and to garner Final Approval. The Parties agree that they will not take any steps to suggest or recommend that members of the Settlement Class should opt out of or elect to be excluded from this Settlement Agreement.

3. Motion for Preliminary Approval. Plaintiffs shall submit to the Court a motion for preliminary approval of the Settlement, which shall include a request for entry of the Preliminary Approval Order and a request to stay all proceedings in *Gregor* until the Court has approved this Settlement Agreement and entered the Final Judgment. Plaintiffs shall provide said motion to Defendants in advance of filing to ensure consistency with this Settlement Agreement. It is expressly understood that by entering into this Settlement Agreement and by filing a paper supporting Plaintiffs' renewed motion for preliminary approval of the Settlement, Defendants do so for settlement purposes only. Defendants expressly reserve the right to oppose certification of a litigation class in the event the Court denies Plaintiffs' Motion for Preliminary Approval.

4. Class Notice. Within sixty (60) days after the Court's entry of the Preliminary Approval Order or a date otherwise established by the Court, the Settlement Administrator shall provide the Settlement Notice to the Settlement Class in the manner approved by the Court, which Settlement Notice shall include mailing the Settlement Notice by first-class mail, postage pre-paid, to individuals and entities who are in the Settlement Class and for whom Defendants have addresses available from their business records. The Parties reserve the right to extend or otherwise amend this timeframe as set forth in this Settlement Agreement. To the extent that any Settlement Notices are returned because an individual or entity who is in the Settlement Class does not reside at the address provided, the Settlement Administrator shall take reasonable steps to obtain a valid address and re-mail the Settlement Notice. Defendants shall send a timely and proper notice(s) of this Settlement to all appropriate federal and state officials as required by the Class Action Fairness Act of 2005 ("CAFA"), including under 28 U.S.C. §1715, if necessary.

5. Settlement Funds.

5.1 Settlement Funds. This settlement shall be a common fund based on class member participation in the settlement, with all payments to class members, attorneys' fees and expenses, claims administration to come out of the fund. The Parties understand that the Settlement Funds will ultimately consist only of funds attributable to persons/entities who are neither excluded from nor opt out of the class—*i.e.*, the Settlement Funds will be reduced to reflect the production and acreage attributable to any exclusions or opt-outs. If there are additional persons added to the Settlement Class, or opt-outs or exclusions, the Settlement Funds would be adjusted to reflect the acreage and production attributable to those additional persons added to the Settlement Class, or opt-outs or exclusions.

5.2 Calculation of Settlement Funds.

5.2.1 Royalty Payments. Defendants agree to make a payment of \$0.15/MMBtu to the Settlement Class for production from January 1, 2018 through December 31,

2024, which would be distributed pro rata to Settlement Class members according to the respective volumes of production they were paid on during that period by Defendants.

5.2.2 Bonus Payments. Defendants agree to make a bonus payment of \$450/acre which would be distributed pro rata to Settlement Class members who are lessors to a Smith Goshen Lease as of December 31, 2024 based on each class members' net mineral interest and the producing acreage of each Settlement Class member's lease as set forth in the Plan of Administration. Defendants shall pay a bonus of not less than \$11,183,400 to the Settlement Fund, which is based on a total acreage of 24,852 acres. The parties recognize that this amount will be reduced to reflect any exclusions or opt-outs from the Settlement Class by subtracting \$450/acre as set forth in the Plan of Administration.

5.3 Administration of Settlement.

5.3.1 Within sixty (60) business days after the Effective Date, the Settlement Administrator shall pay from the Settlement Funds to Class Counsel (or to their designee(s)) the Attorneys' Fees and Litigation Expenses awarded by the Court, and shall pay from the Settlement Funds to Plaintiffs the Incentive Award Payment(s) awarded by the Court, if any.

5.3.2 Defendants shall provide such records and information, including electronic data, in their possession, custody, or control, as may be reasonably necessary for the Settlement Administrator to prepare a list of the members of the Settlement Class, mail the Settlement Notice to the members of the Settlement Class, allocate the Settlement Funds among the Settlement Class Members in accordance with the Plan of Allocation, and otherwise properly administer the Settlement in accordance with the Plan of Administration. Payments of the Settlement Funds to and among the Settlement Class Members, net of Litigation Expenses, Attorneys' Fees, and Incentive Award Payments shall be made in accordance with the Plan of Administration. Defendants shall also provide such records and information, including electronic data, in their possession, custody, or control, as may be requested by the Settlement Administrator and/or Class Counsel to confirm the accuracy of payments required under this Settlement Agreement and/or to respond to inquiries from members of the Settlement Class.

5.4 Post-Production Costs and Taxes. Defendants agree to reimburse any Post-Production Costs and taxes deducted in the calculation of royalty payments under the lease to a Settlement Class Member that have not already been reimbursed as of March 6, 2025 in accordance with the Plan of Administration. Defendants will issue these reimbursements directly to the Settlement Class Members as adjustments in their regular royalty checks and will provide data sufficient to show the amounts reimbursed to the Settlement Administrator and Class Counsel.

5.5 No Further Payment Obligations. Upon paying the Settlement Funds required under the Plan of Administration and reimbursements of Post-Production Costs and taxes to Settlement Class Members, Defendants shall have no further payment obligations to the Settlement Class Members, Class Counsel, or any other person whatsoever under this Settlement Agreement.

5.6 No Obligations for Fees. Defendants shall have no obligation whatsoever to pay any Attorneys' Fees or Litigation Expenses of Plaintiffs, Class Counsel, or Settlement Class

Members, or any Incentive Award Payments to Plaintiffs, any and all of whom shall look exclusively to the Court for an award of Attorneys' Fees, Litigation Expenses, or Incentive Award Payments from the Settlement Funds and/or from the future economic benefits the Settlement Class Members realize under the Future Royalty Calculation Method.

6. Lease Ratification.

6.1 Production Interval. An essential term of the Settlement Agreement is the Parties' ratification of the Smith Goshen Leases, as set forth in Exhibit F hereto, which states that the formations granted in the Smith Goshen Leases includes all stratigraphic depths Defendants have drilled and produced under the leases as permitted by existing well permits issued by the Ohio Department of Natural Resources, or are otherwise granted in the Smith Goshen Leases. It, however, does not cover any formations in which the Defendants are not currently producing or formations granted in the lease that have been released under the Pugh Clause in the lease. Further, the Parties agree that the "formation commonly known as the Utica Shale," as used in the Smith Goshen Leases, includes the strata and formations lying from the equivalent stratigraphic depth of 8,863' MD in the Gamma log and ODNR Division of Oil & Gas Resources Management Well Summary for the Hickenbottom 1 well located in Belmont County, OH (API #34013206500000) down to an equivalent stratigraphic depth of 9,430' MD on the aforementioned well log and well summary. Additionally, the Parties agree that the "formation commonly known as the Marcellus Shale," as used in the Smith Goshen Leases, includes the strata and formations lying from the equivalent stratigraphic depths of 4,922' MD in the Gamma log and ODNR Division of Oil & Gas Resources Management Well Summary for the Hickenbottom 1 well located in Belmont County, OH (API #34013206500000) down to an equivalent stratigraphic depth of 5,389' MD on the aforementioned well log and well summary. However, nothing in the Smith Goshen Leases is intended to grant Defendants rights to any formations other than the "formation commonly known as the Marcellus Shale" and the "formation commonly known as the Utica Shale," meaning that Lessor is not prevented from leasing formations that are not included in the strata and formations lying between the equivalent stratigraphic depths shown in the Gamma log and ODNR Division of Oil & Gas Resources Management Well Summary for the Hickenbottom 1 well as described above. The Hickenbottom 1 well is referenced as a representative example in this paragraph and the depths of the strata and formations covered by the Smith Goshen Leases as shown on logs for wells drilled on the Leased Premises covered by Smith Goshen Leases or lands pooled or unitized therewith may differ from the depths of those strata and formations shown in the Gamma log and ODNR Division of Oil & Gas Resources Management Well Summary for the Hickenbottom 1 well which are referenced herein.

6.2 Future Royalty Calculation Method. Under the Royalty calculation methodology utilized by Rice in the ordinary course of business, Rice will continue to calculate royalty payments on the TETCO M2 index price per MMBtu produced from each well covered by a Smith Goshen Lease. Additionally, the Parties agree to ratify the Smith Goshen Leases, as set forth in Exhibit F hereto, which states that Defendants shall calculate and pay royalties based on the first of the month index price for Texas Eastern, M-2 receipts (the "TETCO M-2 Index Price") as reported in Platts Inside FERC's Gas Market Report ("Platts"), free of Post-Production Cost deductions, per MMBtu of gas produced and sold by or on behalf of Defendants from each well covered by the Smith Goshen Leases. Regardless of where class members' gas is sold, the Parties agree the TETCO M-2 Index Price is the appropriate index for payment of royalties by Defendants.

The Parties further agree that class members will not contend (and hereby release) any claim that the TETCO M-2 Index Price contains “embedded” post-production deductions, and (2) Defendants will not contend that royalties should be paid on a price lower than the TETCO M-2 Index Price. Therefore, the Parties agree to request that the Final Judgment specify that these provisions apply to the Settlement Class Members’ Smith Goshen Leases for royalty payments made by Rice beginning on the first day immediately following the Effective Date and continuing so long thereafter as Rice, and its successors or assigns, is paying Royalties to Settlement Class Members and their successors and assigns on Gas produced and sold pursuant to the Smith Goshen Leases.

6.2.1 Except as specified herein and in the Final Judgment, the Future Royalty Calculation Method shall not affect any other provisions of a Smith Goshen Lease. The Parties expressly agree that the Future Royalty Calculation Method applies notwithstanding any current or future law, statute, judicial decision, or rule regulating the payment of Royalties in Ohio.

6.3 Lease Ratification Applicable to Defendants Only. The lease ratification shall only apply to royalty payments made by or on behalf of Defendants, and their successors and assigns. It shall not apply to royalty payments made by or on behalf of any other working interest owners. Similarly, the lease ratification shall not affect the formations covered by the Smith Goshen Leases to the extent the leases are owned by any other working interest owners.

7. Walk-Away Rights. In the event that there are Excluded Members who, when combined, would be allocated 10% or more of the MMBtu attributable to the Settlement Class elect to opt-out of the settlement, Defendants shall have the right, in their sole and absolute discretion, within twenty (20) calendar days after the opt-out deadline set by the Court, to notify Class Counsel in writing that Defendants have elected to dissolve this Settlement Agreement and withdraw from the Settlement. In the event Defendants provide such notification and thereby exercise their walk-away rights hereunder, the Parties shall have no further obligations under this Settlement Agreement whatsoever.

8. Order, Final Judgment, and Dismissal. If the Court finally approves this Settlement Agreement, then the Parties jointly and promptly shall seek entry of the Final Judgment in the form attached hereto as Exhibit D. The Parties intend that the language in the Final Judgment shall conform to the language in this Settlement Agreement, and the Parties will modify Exhibit D if necessary to ensure such conformity.

9. Conditions Precedent to Agreement’s Effect. This Settlement Agreement shall become final, binding and effective upon the Effective Date, and not before then.

10. Modifications. Any modification to this Settlement Agreement or its exhibits, whether modified by the Parties or any court, must be approved in writing signed by the Parties or their authorized representatives to be binding.

11. Release.

11.1.1 As of the Effective Date, Plaintiffs and the Settlement Class Members, and each of them, for themselves and their respective heirs, agents, officers, directors, shareholders, employees, consultants, joint venturers, partners, members, legal representatives, successors and assigns, hereby expressly agree that they fully and forever release and discharge

Defendants, and their parents, present and former affiliates, and subsidiaries, and their respective predecessors, successors, assigns, present, former and future officers, directors, employees, agents, any third party payment processors, independent contractors, successors, assigns, insurers, attorneys and legal representatives (collectively, "Defendants Releasees") from any and all claims related to the payment of royalties by Defendants under the lease (including but not limited to breach of contract, fraud, conspiracy, breach of implied duties and covenants, unjust enrichment, or accounting) and any and all claims that Defendants extracted minerals from strata, subsurface formations, or shales that were not granted in the lease (including but not limited to trespass or mineral trespass, conversion or mineral conversion, unjust enrichment, and injunctive relief), except for the rights and obligations created by this Settlement Agreement, and covenant, stipulate, and agree that they will not commence, participate in, prosecute or cause to be commenced or prosecuted against the Defendants Releasees (i) any action or other proceeding based upon any of the Settled Claims released pursuant to this Settlement Agreement, or (ii) any action or other proceeding attacking, seeking to invalidate, or seeking to limit the Release provided pursuant to this Settlement Agreement. For the avoidance of doubt, the Release applies to claims based on all production of gas through the Effective Date. However, the release shall not include any claims for royalties held in suspense, claims based on ownership disputes, claims based on errors in determining ownership interests, or claims for mathematical errors in determining decimal interests that are unrelated to the claims in this case.

11.1.2 The Parties acknowledge and agree that the relief afforded under this Settlement Agreement fully and completely compromises the Settlement Class Members' claims for relief in *Gregor*.

11.1.3 Plaintiffs and Class Counsel agree to cooperate with Defendants in enforcing the Release provided pursuant to this Settlement Agreement, including defending the Release in any action or other proceeding attacking, seeking to invalidate, or seeking to limit the Release.

11.2 No Release of Non-Parties. Nothing herein shall operate or be construed to release any claims the Parties and Settlement Class Members may have against any person or entity who is not a Party hereto except as provided for in sub-paragraph 11.1.1, above. Settled Claims do not include claims that Defendants have not calculated, paid, and/or reported Royalty payments in compliance with the Future Royalty Calculation Methodology contained in paragraph 6 of the Settlement Agreement for the time period following the Effective Date. Moreover, to the extent a Smith Goshen Lease provides an audit or accounting right, this Agreement does not preclude the exercise of such audit or accounting right regarding Royalty payments made after the Effective Date.

12. Authority and Capacity to Execute. Each person signing this Settlement Agreement on behalf of a Party represents that such signatory has the full and complete power, authority and capacity to execute and deliver this Settlement Agreement and any documents to be executed pursuant hereto, that all formalities necessary to authorize execution of this Settlement Agreement so as to bind the principal, limited liability company, trust, partnership or corporation have been undertaken, and that upon the occurrence of the Effective Date, this Settlement Agreement will constitute the valid and legally binding obligation of each such Party hereto, enforceable by and against that Party in accordance with its terms.

13. Successors and Assigns. This Settlement Agreement is binding upon and will inure to the benefit of each of the Parties hereto and their respective agents, officers, directors, shareholders, employees, consultants, heirs, devisees, legal representatives, attorneys, successors and assigns.

14. Construction. The language of all parts of this Settlement Agreement and its exhibits will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. All Parties have participated in the preparation of this Settlement Agreement and its exhibits, and no presumptions or rules of interpretation based upon the identity of the Party preparing or drafting this Settlement Agreement or its exhibits, or any part thereof, shall be applied or invoked.

15. Disputed Claims. It is understood that this Settlement Agreement constitutes a compromise of highly disputed claims, and that neither (a) the consideration provided for herein, (b) the entry into the Settlement Agreement or stipulation to the Final Judgment, nor (c) any recital contained herein, will be construed, interpreted, or admissible as an admission of liability by or on behalf of any Party hereto, all such liability being expressly denied, regardless of whether this Settlement Agreement becomes Final. In the event that the Settlement Agreement does not become Final, then this Settlement Agreement shall be of no force or effect, and the Settlement Agreement and any and all negotiations, documents and discussions associated with it shall be without prejudice to the rights of any Party, shall not be deemed or construed to be an admission or evidence of any liability or wrongdoing by Defendants or of the truth of any of the claims or allegations contained in the complaint or any other pleading, and evidence thereof shall not be discoverable or used directly or indirectly, in any way. The Parties expressly reserve all of their respective rights, claims and defenses if this Settlement Agreement does not become final.

The Parties agree that the Settlement Class will be certified for settlement purposes only, that this Settlement shall not be construed to represent either an assertion or concession that such a class would be manageable or appropriately certified for litigation, arbitration or trial, and in the event this Settlement Agreement is not given final approval or this Settlement is not finalized for any reason whatsoever, the Parties acknowledge and agree that Defendants remain free to challenge whether this proposed class or any other proposed classes are properly certifiable in this litigation, or anywhere else, and Plaintiff shall not argue that anything in this Settlement Agreement limits Defendants' right to do so.

The Parties further agree that by entering into this Settlement Agreement and seeking Preliminary Approval and/or Final Approval, neither Party waives or in any way diminishes its right to demand that any disputes arising from the Smith Goshen Leases be decided in individual, binding arbitration pursuant to the arbitration clause, if any, in any given lease or by litigation. Moreover, neither the fact of this Settlement Agreement nor the fact that the Parties are seeking court approval of this Settlement should be construed that the Parties or the Smith Goshen Leases have agreed to or contemplated that disputes as to royalty payments may be resolved on a class-wide basis in arbitration or otherwise.

16. Survival of Covenants and Representations. All covenants and representations contained in this Settlement Agreement are contractual in nature, are not mere recitals, and will survive the execution of this Settlement Agreement.

17. Miscellaneous.

17.1 Governing Law. This Settlement Agreement is and will be governed by the laws of the State of Ohio.

17.2 Severability. In the event that a court of competent jurisdiction enters a final judgment or decision holding invalid any nonmaterial provision of this Settlement Agreement, the remainder of this Settlement Agreement will be fully enforceable. If a court of competent jurisdiction holds invalid or materially modifies any material provision of this Settlement Agreement, including but not limited to the provisions set forth in paragraph 6, either Party shall be entitled to dissolve this Settlement Agreement and withdraw from the Settlement.

17.3 Counterparts. This Settlement Agreement may be executed by facsimile or electronic signatures and in counterparts, all of which will have full force and effect between the Parties, subject to all conditions precedent and subsequent set forth herein.

17.4 Integration. This Settlement Agreement and its exhibits constitute the entire agreement of the Parties and a complete merger of all prior negotiations and agreements.

17.5 Headings. The headings of the paragraphs and subparagraphs herein are intended solely for convenience or reference and will not control or influence the meaning or interpretation of any of the provisions of this Settlement Agreement.

17.6 Gender and Number. Whenever applicable, the pronouns designating the feminine, masculine and neuter will equally apply to the feminine, masculine and neuter genders; the singular will include the plural and the plural will include the singular.

17.7 Fees and Costs.

17.7.1 Defendants shall bear their own costs, expenses, and attorneys' fees incurred in connection with this Settlement, and performance of the obligations imposed hereunder. Defendants shall have no obligation to pay the Litigation Expenses, Attorneys' Fees, or Incentive Award Payments of Plaintiffs, any Settlement Class Member, Class Counsel, or any other counsel or representative.

17.7.2 Class Counsel will request reimbursement of Litigation Expenses and an award of Attorneys' Fees to be paid from the Settlement Fund created by this Settlement for the benefit of the Settlement Class Members, including from the Settlement Funds (net of Litigation Expenses, and Incentive Award Payments, if any) and from the future economic benefits that Settlement Class Members realize under the Future Royalty Calculation Method. In determining the value of this Settlement for calculation of Attorney's Fees and Costs, Class Counsel may include the amount of reimbursements of Post-Production Costs and taxes that Defendants issue directly to Settlement Class Members after March 6, 2025. Class Counsel may also request Court approval for the payment from the Settlement Funds of Incentive Award Payments to Plaintiffs Dorothy Bowman and Joseph Duvall in an amount not to exceed \$10,000.00 per Plaintiff. Defendants will take no position on the amounts of any requests for reimbursement of Litigation Expenses or Attorneys' Fees to Class Counsel or Incentive Award Payments to

Plaintiffs, provided, however, that the request does not exceed one-third of the Settlement Funds for Attorneys' Fees plus no more than \$250,000 for Litigation Expenses.

17.8 Extensions of Time. The Parties reserve the right, subject to the Court's approval, to mutually agree to any reasonable extension of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

17.9 Notice. All notices called for by this Settlement Agreement shall be sent to Class Counsel on behalf of Plaintiffs, all Settlement Class Members, and all Class Counsel; and to Defendants' Counsel on behalf of Defendants. Such notice shall become effective when placed in the United States mail, prepaid first-class postage affixed, addressed to the addresses listed in paragraph 1 above. It is the responsibility of each Party to notify all other Parties of any change in any of these addresses. The Party giving notice shall make reasonable efforts also to provide copies of any notices by electronic mail or telephonic facsimile at the same time notice is placed in the mail.

17.9.1 Class Counsel, or any person acting on behalf of Class Counsel, shall not publish any form of written notice except as provided for herein without prior written approval of the content of such notice by Defendants, other than any information provided to any Court in furtherance of this Settlement Agreement.

17.9.2 It shall be the responsibility of the Settlement Administrator and Class Counsel, or their designees, to respond to all inquiries from members of the Settlement Class.

17.9.3 Plaintiffs agree that they shall not elect or seek to opt out of or exclude themselves from the Settlement Class.

17.9.4 Plaintiffs, Class Counsel, and Defendants hereby agree not to initiate, nor respond to, any communications with the media or press, on the Internet, or in any public forum, orally or in writing, that relate to this Settlement or the *Gregor* litigation that casts Plaintiffs, Class Counsel, or Defendants in an unfavorable light or otherwise be inconsistent with the Settlement Notice, the Settlement Agreement, and Court papers filed by the Parties in connection with the Settlement Agreement.

AGREED TO AND DATED AS OF THE 15<sup>th</sup> DAY OF JULY, 2025.

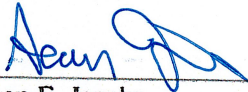
**APPROVED BY CLASS COUNSEL  
AND COUNSEL FOR THE  
PLAINTIFFS:**



Matthew R. Wilson  
Meyer Wilson Co., LPA  
305 W. Nationwide Blvd.  
Columbus, OH 43201



Scott K. Jones  
Scott K. Jones Law, LLC  
3825 Edwards Rd., Suite 103  
Cincinnati, OH 45209



Sean E. Jacobs  
Emens, Wolper, Jacobs & Jasin  
Law Firm Co., LPA  
One Easton Oval, Ste. 340  
Columbus, OH 43219

**CLASS COUNSEL AND COUNSEL FOR  
PLAINTIFFS**

**PLAINTIFFS, FOR THEMSELVES AND ON  
BEHALF OF  
THE SETTLEMENT CLASS:**

\_\_\_\_\_  
**FOR DOROTHY BOWMAN**

\_\_\_\_\_  
**FOR MAPLE RIDGE FARM, LLC**

\_\_\_\_\_  
**FOR OK RIDGE FARM, LLC**

AGREED TO AND DATED AS OF THE \_\_\_\_ DAY OF JULY, 2025.

**APPROVED BY CLASS COUNSEL  
AND COUNSEL FOR THE  
PLAINTIFFS:**

—

\_\_\_\_\_  
Matthew R. Wilson  
Meyer Wilson Co., LPA  
305 W. Nationwide Blvd.  
Columbus, OH 43201

\_\_\_\_\_  
Scott K. Jones  
Scott K. Jones Law, LLC  
3825 Edwards Rd., Suite 103  
Cincinnati, OH 45209

\_\_\_\_\_  
Sean E. Jacobs  
Emens, Wolper, Jacobs & Jasin  
Law Firm Co., LPA  
One Easton Oval, Ste. 340  
Columbus, OH 43219

CLASS COUNSEL AND COUNSEL FOR  
PLAINTIFFS

**PLAINTIFFS, FOR THEMSELVES AND ON  
BEHALF OF  
THE SETTLEMENT CLASS:**

Signed by:

*Dorothy Bowman*  
\_\_\_\_\_  
54B20ECCD043432...  
**FOR DOROTHY BOWMAN**

\_\_\_\_\_  
**FOR MAPLE RIDGE FARM, LLC**

\_\_\_\_\_  
**FOR OK RIDGE FARM, LLC**



**Certificate Of Completion**

Envelope Id: 88B88709-D1C1-42C0-BC2A-908DD48DE11C	Status: Completed
Subject: Complete with DocuSign: 2025-07-15 FINAL Rice-Gregor Settlement Agreement_Redacted.pdf	
Source Envelope:	
Document Pages: 72	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Elizabeth Robertson
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	305 W Nationwide Blvd
	Columbus, OH 43215
	erobertson@meyerwilson.com
	IP Address: 12.244.6.22

**Record Tracking**

Status: Original	Holder: Elizabeth Robertson	Location: DocuSign
7/15/2025 2:58:27 PM	erobertson@meyerwilson.com	

**Signer Events**

Dorothy Bowman  
 dotbow99@comcast.net  
 Security Level: Email, Account Authentication (None)

**Signature**

Signed by:  
  
 54B20ECCD043432...

**Timestamp**

Sent: 7/15/2025 3:15:20 PM  
 Viewed: 7/15/2025 3:27:12 PM  
 Signed: 7/15/2025 8:24:58 PM

Signature Adoption: Pre-selected Style  
 Using IP Address:  
 2601:548:8201:f51e:f53d:c529:ecce:59a1

**Electronic Record and Signature Disclosure:**  
 Accepted: 7/15/2025 3:27:12 PM  
 ID: 37bd1662-15b2-47a9-975b-9da347adc8ec

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	7/15/2025 3:15:20 PM
Certified Delivered	Security Checked	7/15/2025 3:27:12 PM
Signing Complete	Security Checked	7/15/2025 8:24:58 PM
Completed	Security Checked	7/15/2025 8:24:58 PM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**

AGREED TO AND DATED AS OF THE \_\_\_\_ DAY OF JULY, 2025.

**APPROVED BY CLASS COUNSEL  
AND COUNSEL FOR THE  
PLAINTIFFS:**

**PLAINTIFFS, FOR THEMSELVES AND ON  
BEHALF OF  
THE SETTLEMENT CLASS:**

—

\_\_\_\_\_  
Matthew R. Wilson  
Meyer Wilson Co., LPA  
305 W. Nationwide Blvd.  
Columbus, OH 43201

\_\_\_\_\_  
**FOR DOROTHY BOWMAN**

Signed by:  
  
\_\_\_\_\_  
09DD78E20BB84EC...  
**FOR MAPLE RIDGE FARM, LLC**

\_\_\_\_\_  
Scott K. Jones  
Scott K. Jones Law, LLC  
3825 Edwards Rd., Suite 103  
Cincinnati, OH 45209

Signed by:  
  
\_\_\_\_\_  
09DD78E20BB84EC...  
**FOR OK RIDGE FARM, LLC**

\_\_\_\_\_  
Sean E. Jacobs  
Emens, Wolper, Jacobs & Jasin  
Law Firm Co., LPA  
One Easton Oval, Ste. 340  
Columbus, OH 43219

CLASS COUNSEL AND COUNSEL FOR  
PLAINTIFFS



**Certificate Of Completion**

Envelope Id: 9E947674-E5E4-4F9F-8D09-73B092690380	Status: Completed
Subject: Rice Drilling D, LLC Class Action Settlement Agreement	
Source Envelope:	
Document Pages: 72	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Elizabeth Robertson
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	305 W Nationwide Blvd
	Columbus, OH 43215
	erobertson@meyerwilson.com
	IP Address: 12.244.6.22

**Record Tracking**

Status: Original	Holder: Elizabeth Robertson	Location: DocuSign
7/15/2025 3:15:41 PM	erobertson@meyerwilson.com	

**Signer Events**

Joe Duvall  
 duvalljoseph@gmail.com  
 Security Level: Email, Account Authentication (None)

**Signature**

Signed by:  
  
 09DD78E20B84EC...

**Timestamp**

Sent: 7/15/2025 3:20:04 PM  
 Viewed: 7/15/2025 5:46:43 PM  
 Signed: 7/16/2025 10:23:49 AM

Signature Adoption: Pre-selected Style  
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 Signed using mobile

**Electronic Record and Signature Disclosure:**  
 Accepted: 7/15/2025 5:46:43 PM  
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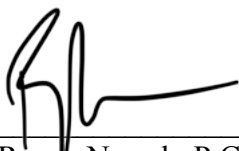
In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	7/15/2025 3:20:04 PM
Certified Delivered	Security Checked	7/15/2025 5:46:43 PM
Signing Complete	Security Checked	7/16/2025 10:23:49 AM
Completed	Security Checked	7/16/2025 10:23:49 AM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**

**APPROVED BY COUNSEL FOR  
THE DEFENDANTS:**

**RICE DRILLING D LLC  
EQT PRODUCTION COMPANY  
EQT ENERGY LLC  
EQT CORPORATION**



---

Ragan Naresh, P.C.  
Kirkland & Ellis LLP  
1301 Pennsylvania Ave. NW  
Washington, D.C. 20004

COUNSEL FOR DEFENDANTS

DocuSigned by:



48EFF51488AE449...

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William E. Jordan  
Chief Legal and Policy Officer  
EQT Corporation

**EXHIBIT A**  
**(SETTLEMENT NOTICE)**

**LEGAL NOTICE**

**YOU MAY BE ENTITLED TO RECEIVE A CASH PAYMENT**

TO: [Name of Settlement Class Member]

**YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS.**

A settlement has been proposed in a class action lawsuit pending in the United States District Court for the Southern District of Ohio captioned *Gregor v. Rice Drilling D, LLC*, Case No. 2:21-CV-3999.

According to our records, you may be a member of the proposed Settlement Class.

This notice explains the nature of the lawsuit, the general terms of the proposed settlement, and your legal rights and obligations.

**DEADLINES CONTAINED IN THIS NOTICE**

<b>YOU MAY:</b>	<b>DUE DATE:</b>
<b>Submit a Class Membership Form</b>	<b>Postmarked by: [date– 60 days after the Notice Date]</b>
<b>Exclude Yourself From The Settlement</b>	<b>Postmarked by: [date– 60 days after the Notice Date]</b>
<b>Object To The Settlement</b>	<b>Postmarked by: [date– 60 days after the Notice Date]</b>
<b>Request To Appear At The Fairness Hearing</b>	<b>Postmarked by: [date– 60 days after the Notice Date]</b>
<b>Return Your Signed Ratification</b>	<b>Postmarked by [date– 90 days after Checks are Mailed]</b>

**WHAT THIS CASE IS ABOUT**

This matter concerns a putative class action, *Gregor v. Rice Drilling D, LLC*, Case No. 2:21-CV-3999 (the “Litigation”). Plaintiffs are landowners who raised a number of issues with Defendants related to the Smith Goshen Leases, including issues related to the calculation of royalty payments made by Defendants, deductions of Post-Production Costs by Defendants, and the stratigraphic depths granted to Defendants. Defendants Rice Drilling D, LLC, EQT Production Company, EQT Energy, LLC, and EQT Corporation deny all wrongdoing.

The Parties have concluded that it is in their best interests to settle the Litigation on the terms generally set forth herein in order to avoid expense, inconvenience, risk of negative outcome, and interference with ongoing business operations.

Magistrate Judge Elizabeth Preston Deavers of the United States District Court for the Southern District of Ohio has provisionally determined that the Litigation should proceed as a class action, for purposes of settlement only, with Plaintiffs Dorothy Bowman, Maple Ridge Farm, LLC, and OK Ridge Farm, LLC serving as the representative of the Class. The Court has granted preliminary approval of the settlement, subject to a final fairness hearing discussed below.

### **THE PROPOSED SETTLEMENT**

Defendants have agreed to make a payment of \$0.15/MMBtu to the Settlement Class for production from January 1, 2018 through December 31, 2024, which will be distributed pro rata to Settlement Class members based on the respective volumes of production they were paid on during that period by Defendants. In addition, Defendants have agreed to make a bonus payment to Settlement Class members who are current Smith-Goshen lessors of \$450/acre which would be distributed pro rata based on each class members' net mineral interest, and the producing acreage of each Settlement Class member's lease. Defendants will also separately reimburse Settlement Class Members for any deductions for Post-Production Costs and taxes that have been deducted in the calculation of royalty payments, to the extent any were.

In return, all Settlement Class Members who do not opt-out will release claims that could have been brought in the Litigation. To receive payment, Settlement Class Members must sign and return a ratification of a lease amendment. The lease amendment will: (1) clarify that Defendants must continue to calculate royalty payments on the TETCO M2 index price per MMBtu produced; and (2) clarify the "formations" Defendants are granted pursuant to the lease.

Subject to Court approval, Class Counsel will request to be paid Attorneys' Fees of up to one-third of the total settlement fund, plus up to \$250,000 in reimbursement for Litigation Expenses, and Plaintiff Dorothy Bowman and Joseph Duvall (the owner of Plaintiffs Maple Ridge Farm LLC and OK Ridge Farm LLC) will request \$10,000 incentive awards. The final decision regarding the amount of attorneys' fees, costs, and incentive awards that will be paid to Class Counsel and the Class Representatives are subject to the Court's approval.

### **JUDGMENT AND RELEASE OF ALL CLAIMS**

If the Court approves the proposed settlement, it will enter a final judgment. Under the final judgment, all Class Members who do not validly and timely request to be excluded from the proposed settlement will release any and all claims against Defendants related to the payment of royalties on gas produced and sold by Defendants under the lease (including breach of contract, fraud, conspiracy, breach of implied duties and covenants, unjust enrichment, or accounting) and any and all claims that Defendants extracted minerals from strata, subsurface formations, or shales that were allegedly not granted in the lease (including trespass or mineral trespass, conversion or mineral conversion, unjust enrichment, and injunctive relief).

## FINAL FAIRNESS HEARING

On [DATE] at [TIME], a hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing will take place before Magistrate Judge Elizabeth Preston Deavers of the United States District Court for the Southern District of Ohio, located at the Joseph P. Kinneary Courthouse, 85 Marconi Boulevard, Columbus, Ohio 43215.

## HOW TO RECEIVE YOUR SETTLEMENT BENEFITS

If the settlement is granted final approval, the Settlement Administrator will mail you a lease amendment and ratification form. **To receive your payment, you must sign and return a ratification of a lease amendment that is postmarked within ninety (90) days after the form is mailed to you.** The lease amendment will: (1) allow Defendants to continue to calculate royalty payments on the TETCO M2 index price per MMBtu produced; and (2) clarify the “formations” Defendants are granted pursuant to the lease.

To assist the Settlement Administrator in determining whether you are a Settlement Class Member, you may provide the Settlement Administrator with the information requested in the Class Membership Form (attached hereto as Exhibit 1). Returning a Class Membership Form is optional and is not required to receive a settlement payment, as the Settlement Administrator will, in good faith, determine if you are in fact a member of the Settlement Class based on records provided to the Settlement Administrator.

You must postmark your optional Class Membership Form to the address below **no later than [date – 60 days after Notice Date]:**

**Settlement Administrator**

**[address]**

**[address]**

## HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

You have the right to exclude yourself from the Class and the settlement. To exclude yourself from the Class, you must send a letter by U.S. Mail saying that you wish to do so.

A request for exclusion is not timely and properly submitted unless it is in writing, is signed by the person or entity requesting exclusion, is mailed in a postage-paid envelope to the Settlement Administrator, postmarked no later than the due date established by the Court in the Preliminary Approval Order, and otherwise complies with the instructions contained in the Settlement Notice. The request for exclusion must be personally signed by any natural person requesting exclusion; it cannot be signed by that person’s lawyer or other agent, unless the person is incapacitated. Requests for exclusion may not be made on a class or representative basis. If the entity requesting exclusion is a corporation, partnership, or other legal entity, the request must be personally signed by a duly-authorized officer, partner, or managing agent. A request for

exclusion is also not properly submitted or valid if it requests a qualified or partial exclusion or any other qualification.

You must postmark your exclusion request to the address below **no later than [date – 60 days after Notice Date]**:

**Settlement Administrator**

**[address]**

**[address]**

**REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE [DATE] WILL NOT BE HONORED.**

You cannot exclude yourself by telephone or by email. You cannot exclude yourself by mailing a request to any other location or after the **[date]** deadline. The letter must be signed by you personally.

If you timely and validly request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Litigation, and you will not be precluded from otherwise prosecuting any individual claim, if timely, against Defendant based on the conduct complained of in the Litigation.

### **HOW TO OBJECT TO THE SETTLEMENT**

If you are a Class Member, you can object to the proposed settlement if you do not think the proposed settlement is fair, reasonable, and adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter stating that you object to the proposed settlement. Be sure to include all of the following: (a) the objector's full name, address, telephone number and email address; (b) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (c) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (d) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (e) the identity of any counsel representing the objector; (f) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, identifying that counsel (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (h) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

Mail your Objection to the following place, postmarked no later than **[date – 60 days after the Notice Date]**:

**Settlement Administrator**

**[address]**

**[address]**

If your objection is rejected, you will be bound by the final judgment just as if you had not objected.

You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own personal attorneys' fees and costs.

### **ATTENDING THE FINAL FAIRNESS HEARING**

You do not have to attend the hearing. Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit a written objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating you intend to appear at the Fairness Hearing. Be sure to include (1) the name of the Litigation (“*Gregor v. Rice Drilling D, LLC*”); (2) your full name, current address, and telephone number; (3) your signature; (4) the words “Notice of Intention to Appear” at the top of the document; (5) the points you wish to speak about at the Fairness Hearing; and (6) the identity (name, address, and telephone number) of any lawyer who will speak on your behalf at the Fairness Hearing.

Please send your Notice of Intention to Appear to the Settlement Administrator at the address listed above, postmarked by **[date]**.

You cannot speak at the hearing if you have excluded yourself from the settlement or if you are otherwise excluded from the Class.

### **ADDITIONAL INFORMATION**

This description of the Litigation is general and does not cover all of the issues and proceedings thus far. For further information, you may contact Class Counsel, Matthew R. Wilson, Meyer Wilson Co., LPA, 305 W. Nationwide Blvd, Columbus, OH 43215, (614) 224-6000.

///

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR TO THE JUDGE.**

**EXHIBIT 1**

**Class Membership Form (optional)**

<b>Owner Number</b>	
<b>Lease Information (if known, Lease Number, Lease Date, Original Lessor)</b>	
<b>Well Information (if known, Well Name, Well Number)</b>	
<b>Name</b>	
<b>Address</b>	
<b>Contact Information</b>	

**EXHIBIT B**  
**(SMITH GOSHEN LEASE)**

Smith-Goshen Land Owners Group

**PAID-UP OIL AND GAS LEASE**  
**Lease Date: August 14, 2013**

This is an oil and gas lease (the "Lease") made this **14th** day of **August**, 2013, between [REDACTED], **husband and wife**, herein called "Lessor" (collectively if there is more than one) whose address is [REDACTED], and Rice Drilling D, LLC, hereinafter called "Lessee", whose address is 171 Hillpointe Drive, Suite 301, Canonsburg, PA 15317.

**ARTICLE I. GRANT OF LEASE**

Lessor, in consideration of the payments described herein and the covenants and agreements hereafter contained, hereby leases and lets exclusively to the Lessee all the oil, gas, minerals and their constituents (not including coal) underlying the land described below for the sole purpose of exploring for, drilling, operating, producing and gathering the oil, gas, casinghead gasoline and all other gases and their respective vapors, liquid or gaseous hydrocarbons produced in association therewith other than as reserved unto Lessor below (herein called "Leased Products"). Together with such exclusive rights as may be necessary or convenient for the Lessee 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 exploration tests; to drill (either vertically, horizontally, or directionally), maintain, operate, treat, vent, dewater, cease to operate, plug, abandon, and remove wells; to stimulate or fracture all seams or other strata or formations; to use or install roads, electric power, telephone facilities (including data acquisition), compression facilities and collection facilities for use in the production, transportation and marketing of products from the Leasehold and from neighboring lands across the Leasehold, and such rights shall survive the term of this agreement for so long thereafter as operations are continued; to use oil and gas free of cost, to operate, maintain, repair, store, and remove material and equipment relating to the operations. Lessor shall not be responsible for any costs with respect to Lessee's Operations. Lessee is prohibited from performing any activity on the Leased Premises which is not expressly permitted pursuant to the terms and conditions of the Lease.

**Description of the Land Included in the Lease:** The oil, gas, mineral interests and land included in this Lease (herein called the "Leased Premises") is located in the County of Belmont, State of Ohio, with a permanent parcel number (or numbers) as follows: **32-03661.000 (0.501 acres); 32-03813.000 (50.1621 acres); 32-00372.000 (1.01 acres).**

Smith-Goshen Land Owners Group

The Leased Premises contain **51.6731 gross acres**. A legal description of the Leased Premises is attached hereto and made a part hereof as Exhibit A,

**Reservations**

(a) **Lessor's Reserved Rights**: Lessor reserves all rights not specifically granted to Lessee in this Lease. Lessor specifically reserves the rights to all products contained in any formation: (1) from the surface of the Leased Premises to the top of the formation commonly known as the Marcellus Shale, (2) in any and all formations below the base of the Marcellus Shale to the top of the formation commonly known as the Utica Shale, and (3) in all formations below the base of the Utica Shale. Notwithstanding anything to the contrary, Lessee is specifically granted the right to penetrate and drill through the shallower formations in order to drill and produce the Leased Products and the Leased Premises. Lessor also reserves a right of way on all lands granted hereunder and the right to use the Leased Premises and any improvements thereon for any and all other purposes, so long as that right of way does not cause unreasonable interference with Lessee's operations or pose a safety concern to Lessee. Lessee agrees not to unreasonably interfere with the use and enjoyment of said land by Lessor and Lessor's family, agents, employees, invitees, and guests and to comply with all other specific provisions herein relating to the use of the land.

(b) **Other Minerals Reserved**: Lessor expressly excludes from this Lease and reserves all minerals of every kind and character in, on and under the Leased Premises except the Leased Products herein defined. This includes but is not limited to all of the sulfur, coal, lignite, uranium and other fissionable material, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances (except the Leased Products described above) presently owned by Lessor in, under, or upon the Leased Premises. Lessor also reserves rights of ingress or egress and use of the Leased Premises by Lessor or its lessees or assignees for purposes of exploration for and production and marketing of the materials and minerals reserved hereby which rights shall not unreasonably interfere with the rights of Lessee.

**ARTICLE II. TERM OF LEASE**

**Lease Term**: This Lease shall become effective on the date it is signed, which date will be inserted below the title of this document on page 1 (herein called the "Lease Date") and remain in force for a Primary term of five years from the Lease Date. Subject to the provisions hereinafter contained, this Lease shall be for a term of five (5) years from the Lease Date (herein called the "Primary Term") and for as long thereafter as operations are conducted on the Leasehold or as long as a well capable of production

## Smith-Goshen Land Owners Group

in Commercial Quantities is located on the Leasehold or on lands unitized or combined with the Leasehold, or for as long as extended by other provisions herein.

**Option to Extend the Primary Term:** Lessee is given the option to extend the Primary Term of this Lease for an additional five (5) year period. To exercise this option Lessee must notify Lessor in writing of Lessee's intent to exercise the option at least ninety (90) calendar days before the expiration of the Primary Term and Lessee must pay to Lessor, at any time prior to the termination of the Primary Term, a lease bonus for the five (5) year extension period equal to the signing bonus set forth in this Lease.

### **ARTICLE III. PAYMENTS**

**Signing Bonus Payment:** Lessee agrees to pay Lessor, proportionate to Lessor's percentage of ownership, a lease signing bonus of Six Thousand Two Hundred Fifty Dollars (\$6250.00) for each net mineral acre contained within the Leased Premises. Such payment shall be according and pursuant to the Order Of Payment to be executed by Lessor. Lessor understands that payment of the signing bonus will not be paid until title is cleared and certified title is obtained by an oil and gas attorney of Lessees choosing.

In the event Lessee believes in good faith that a title defect exists for the Leased Premises then Lessee shall provide written notice to Lessor as soon as practical, but in no event later than the time for payment set forth in the Order of Payment, of the title defects which render title unacceptable to Lessee. In the event a title defect exists, Lessee shall provide a description of the title defect and any supporting documentation in its possession. Lessor shall have a 120 business day cure period from the date of receipt of written notice to cure the defect in a manner satisfactory to the Lessee. If the title defect is cured to the satisfaction of Lessee within the 120 business day cure period the bonus payment shall be paid to Lessor within 30 days following the date the title defect is cured.

**Royalty Payments:** The Lessee shall pay to Lessor twenty percent (20%) of the gross proceeds received by Lessee from an unaffiliated third party purchaser in an arms length transaction at the point of sale for all of the Leased Products produced from each and every well on the Leased Premises or on lands pooled or unitized therewith (herein called the "Royalty Payment"). Lessor has no responsibility for any costs or expenses in connection with the activities and Operations of Lessee including, but not limited to, drilling, testing, completion, producing or post-production costs, construction, transportation, dehydration, separation, compression, gathering, processing, and marketing; such costs are never to be taken into account when calculating gross proceeds. Lessor agrees to accept and receive out of the production or the revenue realized from 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. So long as payment exceeds fifty dollars (\$50.00) payment of Royalty for oil, gas, other hydrocarbons and by-products marketed during any calendar month shall be on or before the 30<sup>th</sup> day after receipt of such funds by the

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Lessee. Each Royalty Payment shall be accompanied by a stub, schedule, summary, or remittance identifying the Lease and showing the gross amount and proceeds paid to Lessee for all Leased Products produced. All Royalty Payments shall be paid to Lessor at the address recited above Article I in this Lease or at such other address as shall be provided by Lessor to Lessee in writing.

**Shut-in Royalty Payment:** After the expiration of the Primary Term of this Lease if a well drilled on the Leased Premises or lands pooled therewith which is capable of producing gas in Commercial Quantities but the production thereof is shut-in, shut-down or suspended for lack of any available market for production for a period of time exceeding three consecutive months the Lessee shall pay a "shut-in" royalty equal to the sum of twenty-five dollars (\$25.00) per net mineral acre each month until production is re-established (or Lessee surrenders the Lease). Lessee shall remit all shut-in payments to Lessor at the address provided in this Lease on or before forty-five (45) days after the third month after the date on which the well is shut-in. The payment of shut-in royalties will keep this Lease in effect after the Primary Term, however this Lease will not be kept in force solely by shut-in royalty payments for a period longer than a total of thirty six (36) months whether cumulative or not. A shut in solely due to pipeline or equipment breakage, damage or malfunction, upgrade, maintenance or safety during the drilling or completions of a new well shall not be calculated towards the three (3) year aggregate limitation on shut in, provided that Lessee exercises good faith and due diligence to correct the condition.

**Payment in Lieu of Free Gas:** In the event any well is drilled upon the Leased Premises or any portion thereof, Lessee shall pay annually to Lessor, which the well pad is located on, in lieu of any right to free gas, a sum equal to the value of three hundred fifty thousand (350,000) cubic feet of natural gas produced from each such well located on the Leased Premises up to a maximum of four wells. Said amount shall be paid in annual installments, with the value based upon the prior twelve months average gross price received by Lessee for gas sold from the Leased Premises.

## **ARTICLE IV. POOLING AND UNITIZATION**

**Pooling and Unitization:** Subject to the limitations below, Lessee is granted the right to pool or unitize, prior to or after drilling, all or part of the land covered by this Lease with any contiguous land so as to establish a pooled unit or units (herein called "Pooled Units"). When designating Pooled Units the Lessee shall make reasonable efforts to avoid excluding small or irregular shaped portions of the Leased Premises and to form Pooled Units in the shape of a square or rectangle. Lessee shall execute in writing an instrument identifying and describing the pooled acreage being drilled for, the leases included in the Pooled Unit, the formations and depths covered by the Pooled Unit, and the substance (either oil, gas or both) and file such instrument for record in the county or counties in which the pooled land is situated prior to drilling on the Pooled Unit. The Pooled Unit shall be effective on the date of execution of the declaration of unit. Lessor shall be provided a copy of such recorded instrument, and all amendments thereto by Lessee. No Pooled Unit for any vertical well with no horizontal drilling

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component which includes any portion of the Leased Premises shall exceed eighty (80) contiguous acres without the written consent of Lessor. No Pooled Unit for any well that includes lateral or horizontal drilling shall exceed six hundred forty (640) acres with a ten percent (10%) tolerance without the written consent of the majority of the Lessors in the Unit unless any additional acreage added to the unit allows for further development of the unit. A majority will be determined upon the Lessors proportionate share of the total acreage owned by in the unit. Each acre, or fraction thereof, equals one vote towards consent; one acre equals one vote, 100 acres equals 100 votes. In the event the unit exceeds 640 acres with a 10% tolerance, 80% of the acreage in the unit (as measured with the one acre one vote standard as set forth above) must agree to the unit size. Without the prior written consent of all Lessors in the Unit, a unit shall not exceed 1000 acres. If a greater amount of acreage than that set forth in the designated limits provided herein is necessary to adequately develop the unit than the designated number of acres the unit may be increased. Lessee is granted the right to change the size, shape and conditions of operations or payment of any unit created so long as that change is in order for Lessee to further develop and drill the Unit. The drilling, operations in preparation for drilling, production from, or payment for Royalty or Shut-In Royalty for a well on such a unit shall have the same effect upon the terms of this Lease as if the well were located on the Leasehold. There shall be allocated to the Leased Premises included in a Pooled Unit the proportion of the production from the Pooled Unit that the number of net mineral acres covered by the Leased Premises and included in the Pooled Unit bears to the total number of net mineral acres in such Pooled Unit; and royalties shall be paid hereunder upon that portion of such production so allocated.

**Pugh Clause:** Upon expiration of the Primary Term this Lease shall automatically terminate and be of no further force or effect as to any portions of the Leased Premises not included within any Production Unit and those formations and horizons 100 feet below the deepest depth drilled. In addition, at the end of the Primary Term or any time thereafter, whichever is applicable, this Lease shall terminate as to all depths and horizons contained in a Production Unit from which oil and gas is not capable of being produced in Commercial Quantities.

### **ARTICLE V. WATER PROTECTION**

**Fresh Water Damage Protection:** In the event any activity carried on by the Lessee pursuant to the terms of this Lease adversely damages, disturbs, or injures the quality or quantity of Lessor's fresh water well, spring or source located on the Leased Premises, Lessee shall, at its sole cost and expense, take all reasonable steps to correct any such damage, disturbance or injury and to remediate the same to as close to pre-damage status quo as reasonably possible, with all related costs of repair and maintenance to be paid by Lessee.

**Water Testing:** Lessee shall maintain the quality and quantity of Lessor's water supply (wells, springs or other domestic water source) to be measured by testing the Lessor's supply prior to surface disturbance on the Leased Premises or on any lands pooled or

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unitized therewith located within a radius of 2000 feet surrounding the wellhead. All testing shall be conducted by a certified independent testing laboratory. Testing must be for the entire Prominent Indicator Parameters of chemicals and agents utilized by Lessee in its Operations and the burden shall be upon Lessee to provide evidence of all such chemicals and agents in order for the testing agent to adequately test the water. Lessee shall pay all costs of testing and Lessor shall be provided complete copies of any and all testing results and data, and shall have full rights to contact the testing lab for inquiry and information. Lessee shall cooperate with Lessor to obtain any favorable pricing extended to it by a certified testing laboratory should Lessor desire to obtain water testing outside of the testing provided for herein. 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. Any pollution or reduction of any water supply after operations commence will be presumed to be the result of Lessee's operations unless Lessee can prove otherwise. If Lessor's water supply is polluted, reduced, or is otherwise adversely or materially affected as a result of Lessee's Operations, Lessee shall take any and all steps to restore water quality and quantity to its pre-drilling condition or fully compensate Lessor for the damage and inconvenience caused thereby. During any period of remediation, Lessee, at its sole expense, agrees to provide Lessor with an adequate supply of potable water consistent with Lessor's use of his/her water supply prior to Lessee's Operations on the Leased Premises or on lands pooled or unitized therewith.

### **ARTICLE VI. LAND PROTECTION**

**Non-Disturbance:** Lessee and its employees and authorized agents shall not disturb, use or travel upon any of the land of Lessor other than that land being used in its operations being conducted pursuant to this Lease.

**Damages:** The Lessee shall be liable to Lessor and pay market or replacement cost for any and all damages to the Leased Premises resulting from Lessee's Operations. Damages include but are not limited to any damage to Lessor's water, growing crops, trees, livestock, fences, buildings, water springs, soil, septic systems, agricultural fields and lands and any other property connected with drilling, operating, producing, gathering, or any geophysical or exploratory work conducted by or for the Lessee. Lessee shall promptly replace any drain tile and barriers, including but not limited to, fences, gates and walls removed or damaged by the Lessee during its Operations on the Leased Premises. Whenever a Pad has been installed or later repaired on the Leased Premises, Lessee, at its sole expense, shall restore the surface of the Leased Premises as near as practicable to the condition it was in prior to such work being undertaken. Upon Completion of all planned Operations on the Leased Premises, Lessee will within three (3) months undertake restoration of the Leased Premises to reclaim the Leased Premises to as near as practicable the pre-drilling condition.

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**Irrigation and Agricultural Activities:** Lessor reserves the right to initiate or continue irrigation and agricultural activities (including timbering) on the Leased Premises so long as those agricultural activities do not interfere with the limits of disturbance of Lessee and Lessee will use all reasonable efforts to accommodate Lessor's agricultural use. Subject to Lessee's prior approval and in accordance with Lessee's safety and construction standards, Lessor shall have the right to install and/or construct drainage or drain tile systems across, atop or under any pipeline installed by Lessee in a manner that does not interfere with Lessee's use of said pipelines.

**Agricultural Activities:** Lessee will plan its surface Operations in a manner that will reduce or minimize intrusion into crop fields, hay lands, pasture lands, or any other agricultural activity which is engaged in by the Lessor. In addition to the Damages Provision contained in this Lease, in the event that the Lessee needs to injure crops in order to conduct surface Operations, Lessee shall fully compensate Lessor for all damages and loss of crops at current market value so long as those crops are not located on a Well Pad (hereinafter defined) which Lessor is receiving payment for.

**Agreement as to Location of Operations:** Before Commencing Operations on the Leased Premises or any lands pooled therewith, Lessee and Lessor shall mutually agree in writing on the location and size of all well sites, pads, meters, roads, pipelines, fences, gates, buildings, electrical wires, and other equipment, supplies and facilities which Lessee wishes to locate on any portion of the Leased Premises so as to minimize disruption of Lessor's use of the Leased Premises; provided, however, that Lessor's consent shall not be unreasonably withheld or unreasonably delayed. Any wells, pads, roads, pipelines, gates, electrical wires, and other equipment, supplies and facilities Lessee locates on the Leased Premises will be maintained in good repair at all times by Lessee at its sole expense.

**Siting/Spud Fee:** Lessee shall pay to Lessor in consideration for damage to the Leased Premises the sum of thirty thousand dollars (\$30,000) for a Well Pad located on the Leased Premises contemporaneously with Lessee disturbing any land where a pad for a horizontal well is to be located on the Leased Premises (herein called the "Pad Payment") for a well pad not to exceed five (5) acres. If any well pad exceeds five (5) acres then for each additional acre of disturbed land the Lessee shall pay eight thousand dollars (\$8,000). A well pad includes any acreage for pits, tanks, equipment, roadways and other operations servicing the wells on that pad. Lessee shall pay Lessor a separate Pad Payment for each pad constructed on the Leased Premises.

**Restrictions on Location of Operations:** Without a separate written agreement between the Lessor and the Lessee, no pump stations, tanks, batteries, pipelines, roads, telephone and power lines, ponds, water holding facilities, dryers, separators or other equipment or facilities shall be located on the Leased Premises unless they are for the purpose of transporting, processing or treating Leased Products from the Leased Premises or lands pooled or unitized therewith, and the afore listed items shall not be located nearer than (and no well shall be drilled nearer than) one thousand (1,000) feet from any dwelling or residential structure or five hundred (500) feet from

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any barn or other non-residential structure then on the Leased Premises without the Lessor's written consent. In order to effectively develop the Leasehold Premises it is understood that it is in the best interest of both Lessor and Lessee to work together in agreeing upon the location of operations on the Leasehold Premises. Should there be no alternate location outside the aforementioned "buffer zones" then Lessee and Lessor shall agree to a location within the buffer zones. There shall be no compressors located on the Leased Premises, unless the compressor is solely used for the well located on the Leasehold Premises or a well located on a property pooled or unitized with the Leasehold Premises, unless Lessor consents in a prior separate written agreement. Any compressor operations permitted hereunder shall be designed and installed utilizing means to minimize noise, including but not limited to, sound enclosures and barriers, and quiet motors.

**Restrictions on Lessee's Use of Leased Premises:** Unless Lessor consents in a separate written agreement, the Lessee shall under no circumstances:

- (a) Use the Leased Premises for the disposal of any drill cuttings, brine or other liquids, or the permanent storage or disposal of any liquids or solids.
- (b) Use the Leased Premises or any portion thereof, surface or subsurface, for gas or oil storage purposes.
- (c) Use any water from the Leased Premises, surface or subsurface, or drill any well to take water from or inject any substance into the Leased Premises
- (d) Install or dig any pits other than drilling pits (not permanent storage pits) on the Leased Premises.

**Pipelines and Utility Lines:** In the event that pipeline is necessary then Lessor and Lessee shall enter into a separate pipeline right of way agreement which is consistent with the terms and conditions of this Lease including location approval. In addition to the restrictions set forth in this Lease, Lessee agrees to bury any pipelines constructed on the Leased Premises at a depth, which shall in all cases be below tillage and drainage tile depth (at least 36 inches). Lessee agrees to restore the surface as near as practicable to the condition it was in prior to such installation. Lessee shall comply with all applicable rules, regulations, and statutes regarding pipeline construction, maintenance, and operation. Absent a separate right of way agreement Lessee's right to use said pipelines terminates when Lessee's production from the Leased Premises or lands unitized with the Leased Premises permanently ceases. Any utility lines used by Lessee in its Operations shall be buried upon the written request of Lessor. Such utility lines shall be removed upon termination of this Lease, unless Lessor agrees in writing to have such utility lines kept in place. Lessee shall provide Lessor a plat map showing the location and depth of all buried utility lines and pipelines.

**Fencing:** Upon Lessor's written request, Lessee is required, at its sole cost and expense, to fence all wells, well sites, tank batteries, pits, separators, drip stations, pump engines, or other equipment permanently located on the Leased Premises. All fences must be kept in good repair by the Lessee.

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**Gates:** Upon Lessor's written request, Lessee is required, at its sole cost and expense, to construct gates on all access roads and provide an access key or double lock system allowing access by both Lessor and Lessee. Gates must be closed and locked at all times when equipment is not being accessed and when Lessee's personnel are not on the Leased Premises.

**Roads:** Roadways or drives constructed by Lessee on the Leased Premises during its Operations shall not exceed fifty (50) feet in width or a minimum width required to perform required Operations. After the completion of all planned operations on the Leased Premises, in the event of a producing well on the Leased Premises, any permanent access road for well servicing purposes shall be a maximum of twenty (20) feet or a minimum width required to perform maintenance or other Operations. Lessee agrees to improve, construct or maintain all roads used by it in good repair utilizing shale, gravel, or crushed stone, culverts and supports as necessary to provide a smooth, rut-free all-weather surface. When such roads are no longer being used, Lessee agrees, upon Lessor's request, to remove toppings and to restore the surface as nearly as practicable to its former condition. Lessee shall not use shale, gravel, or crushed stone sourced from the Leased Premises without the prior written consent of Lessor. Lessee shall prevent its employees, agents and contractors from operating vehicles in a negligent manner or at speeds in excess of twenty-five (25) miles per hour while on the Leased Premises.

**Pits:** Any pit permitted under this Lease will conform to all applicable regulatory requirements (state, local, and federal) and will conform to the best industry practices. Lessee will immediately notify all applicable regulatory authorities and Lessor of any damage to such facilities.

**Soil Testing:** For areas within the Limits of Disturbance upon Lessor's written request, Lessee shall, at its sole cost and expense, have Lessor's current soil tested by an independent third party agreed upon by Lessor and Lessee: (1) prior to the commencement of spudding any well on the Leased Premises, (2) twelve (12) months from the date of completion of any well on the Leased Premises, (3) twenty-four (24) months from the date of completion of any well on the Leased Premises, and (4) within sixty (60) days following the completion of drilling Operations on the Leased Premises. All tests provided for herein must meet all applicable EPA requirements and Lessor shall be provided complete copies of any and all testing results and data. If such test results reflect a material adverse change in the Lessor's soil quality, then Lessee shall use its best efforts to return the soil to its pre drilling condition.

**Timber:** Lessee shall notify Lessor in writing at least forty-five (45) calendar days prior to any removal by Lessee of marketable timber (marketability to be within the reasonable discretion of a certified professional forester). At Lessor's option, Lessor may choose to harvest timber, which shall be complete by the end of the 45 day period, or Lessor may require an appraisal on the timber by a qualified independent certified, professional forester, at Lessee's expense, and Lessee shall pay Lessor the appraised value for the timber identified prior to its removal by Lessee.

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**Firewalling and Maintenance of Production Equipment:** Dikes, firewalls or other methods of secondary containment must be constructed and maintained at all times around all tanks, separators and receptacles so as to contain a sufficient volume of liquid to accomplish the intended purposes.

**Maintenance and Repair:** Maintenance and repair of roadways and all other facilities used by Lessee in connection with this Lease shall be the sole responsibility of the Lessee. If Lessor sends written notice to Lessee informing Lessee of any repairs or other maintenance to roads or other facilities that the Lessee has failed to address and the Lessee fails to initiate the repair or other maintenance within thirty (30) days of the written notice being sent or fails to complete the repairs or other maintenance within sixty (60) days of the notice being sent (if the repairs are capable of being completed within the 60 day period) then Lessor reserves the right to repair and maintain the roadways and the Lessee agrees to fully reimburse Lessor for the cost of the maintenance or repair undertaken by the Lessor.

**Hydraulic Fracturing:** Lessee shall not use, dispose of or release on the Leased Premises or permit to exist or to be used, disposed of or released on the Leased Premises as a result of its Operations any substances (other than those Lessee has been licensed or permitted by applicable public authorities to use on the Leased Premises) which are defined as "hazardous materials," toxic substances" or "solid wastes" in federal, state or local laws, statutes or ordinances. Should any pollutant, hazardous material, toxic substances, contaminated waste or solid waste be accidentally released on the Leased Premises, Lessee shall promptly notify Lessor and any applicable governmental body of such event. Lessee shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including but not limited to penalties. Lessee represents and warrants that during any hydraulic fracturing process it will not use any chemicals it has not been permitted to use by an applicable governmental, regulatory, state or federal agency, for the purposes of fracturing or pumping the same into any formation in and/or under the Leased Premises. Upon Lessor's written request Lessee will provide Lessor with all Material Safety Data Sheets (MSDS) available for any chemicals used by Lessee in its hydraulic fracturing process on the Leased Premises.

## **ARTICLE VII. TAXES AND ASSESSMENTS**

**Taxes:** Lessee shall pay all taxes and/or assessments on Leased Products, and any increase in other taxes attributable to Lessee's operations imposed by any local, state, or federal entity or governmental unit attributable to, or resulting from Lessee's operations under the tax and assessment structure in effect at the time of the execution of this lease. Lessee shall, in addition, pay all severance taxes or other excise or personal property taxes arising out of or relating to this Lease and/or the Leased Products under the tax and assessment structure in effect at the time of the execution of this lease. In the event Ad Valorem and/or other real property taxes pertaining to or attributable to the Leased Premises, or any property associated therewith, are

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increased in any manner by reason of the Operations of Lessee relating to the Leased Premises, Lessee shall be responsible for the amount of any such tax increase and shall reimburse Lessor for the amount of such increase within thirty (30) days after Lessor provides Lessee with written documentation reflecting such increase and the basis thereof. Subsequent to the execution of this Lease, in the event there is a change in Ohio tax code that provides for an increase in ad valorem taxes or severance tax or any other tax 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.

**Agricultural Programs:** In the event the Leased Premises are subject to any federal, state, local and/or agricultural program (e.g. CAUV, CREP, CRP, Forest Land Program, etc.), and any roll-back or reimbursement or recoupment or retroactive assessment (including interest and penalties therefrom) is made against the Leased Premises on account of, arising out of, or relating to the Operations of Lessee on the Leased Premises, Lessee shall be responsible for paying Lessor any and all such amounts, but only insofar as such amounts imposed result from operations on the portion of the Leased Premises actually utilized by Lessee's Operations.

### **ARTICLE VIII. TITLE AND WARRANTIES**

**Lessor Limited Warranty:** Lessor makes no representation or warranty as to Lessor's title to the Leased Premises other than that Lessor represents that the title is good to Lessors knowledge and Lessor is not aware of any unrecorded encumbrances or encroachments or conditions affecting title to the Leased Premises, and Lessee agrees that no claims will be made against Lessor pertaining to warranty of title. It shall be Lessee's burden and obligation to assure itself of the quality of title to the Leased Premises.

**Title Curative:** Lessee assumes primary responsibility for taking the curative steps required to resolve any issues regarding Lessor's title to the Leased Premises as may be necessary to carry out the purposes of this Lease. Lessor agrees to cooperate with the Lessee in resolving title issues.

**Monies Paid:** Any monies paid to Lessor under the terms of this Lease are nonrefundable and under no circumstances will Lessee initiate any kind of action to recover any monies paid to Lessor.

**Lessor Encumbrances:** Any mortgage, lease, easement, or other interest granted by Lessor voluntarily after the Effective Date of this Lease shall be subject to this Lease. If Lessor defaults on any obligation secured by any lien or encumbrance on the Leased Premises during the term of this Lease, Lessee may, in its sole discretion, pay and discharge such obligation on behalf of Lessor but only if Lessee gives Lessor at least forty-five (45) calendar days prior written notice of such intention to pay and after receipt of said notice Lessor makes no arrangements to address the amount in default. If Lessee makes such payment in compliance with the terms outlined above, the

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Lessee shall be entitled to recover from Lessor by deduction from any future payments to Lessor, with interest at Ohio's legal rate for judgments, amounts actually paid by Lessee to discharge such obligations.

**Liens Against Lessee:** If any lien or encumbrance is filed against the Leased Premises arising out of or pertaining to any Operations by Lessee or anyone contracting with Lessee, Lessee shall, within forty-five (45) calendar days following the date such lien or encumbrance is recorded, cause such lien or encumbrance to be released from record, and Lessee shall provide Lessor written evidence of such release. Lessee's contention that the lien or encumbrance arises from a bona fide dispute shall not be grounds for Lessee's failure or refusal to remove the lien or encumbrance as required herein.

**Lesser Interest:** If Lessor owns an interest in the Leased Premises that is less than the entire fee simple estate, then all royalties, rentals, and other payments provided for under this Lease shall be paid in the proportion that Lessor's interest in the Leased Premises bears to the entire undivided fee simple estate.

**ARTICLE IX. TERMINATION AND RELEASE**

**Termination:** Upon termination of this Lease or any portion thereof for any reason, or upon expiration of this Lease, Lessee shall provide Lessor with a surrender or other written cancellation of this Lease in recordable form, cause such document to be promptly recorded and deliver such document to Lessor within sixty (60) calendar days after the date of termination or expiration. In the event that the Lessee does not comply with the terms of this provision, and there is no bona fide dispute as to the termination or expiration of the lease, Lessee grants to Lessor the right and authority, to take any other steps to evidence the said termination or expiration of this Lease, including but not limited to following the Ohio Affidavit of Forfeiture statute and/or initiating proceedings to quiet Lessor's title, and Lessee shall be obligated to pay all of Lessor's costs, including but not limited to reasonable attorneys' fees as well as any damages accruing to Lessor from Lessee's non-compliance therewith.

**Removal of Equipment:** The Lessee, upon expiration or other termination of this Lease, is obligated to remove all fixtures, improvements, pumps, tanks, tubing, casing, machinery, unused pipelines, rubbish, debris and all other property it has placed on the Leased Premises. This duty must be performed within six (6) months after expiration or other termination of this Lease, or the release of any lands covered by this Lease, or Lessor may claim the property, in whole or in part, or have property and fixtures removed, in whole or in part, at Lessee's sole expense including all of Lessor's reasonable attorneys' fees. This provision may not apply if the Lessee sells equipment to Lessor in a separately negotiated agreement.

**Plugging:** In the event Lessee deems a well is not producing in commercial quantities Lessee shall promptly, properly and effectively plug all wells on the Leased Premises in accordance with the regulations of the State of Ohio.

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**ARTICLE X. LESSOR'S INFORMATION RIGHTS, ETC.**

**Information Rights:** Lessee grants to Lessor or Lessor's authorized agent, the right to annually inspect, examine and make copies of the Lessee's books, accounts, contracts, and all other records pertaining to production, transportation, sale, and marketing of Leased Products from the Leased Premises at any time during normal business hours. 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. If as a result of such inspection Lessor discovers a deficiency in payment of royalties or other amounts due to Lessor under this Lease, Lessee will be liable for the amount of the deficiency plus interest at the maximum rate allowed by law. In the event that the deficiency exceeds 125% of the amount actually owed to Lessor, then Lessee shall pay all reasonable costs incurred by Lessor in conducting the inspection that led to discovery of the deficiency.

**ARTICLE XI. ASSIGNMENT OR TRANSFER OF LESSEE INTEREST**

**Assignment of Lease:** The rights of either party hereunder may be assigned or otherwise transferred, in whole or in part and as to any horizon, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of this Lease to the same extent as if such assignee were an original party to this Lease. Lessee and any assignee shall provide to Lessor a true copy of any assignment with recording information reflected thereon (if recorded) and addresses of all assignees within thirty (30) days of making such assignment. Failure by Lessee to satisfy any of the above stated obligations shall constitute a default and be subject to the default provisions of this Lease.

**ARTICLE XII. LESSEE COMPLIANCE**

**Laws:** Lessee agrees that everything done by it in connection with this Lease shall be done in a good and workmanlike manner and in accordance with all applicable laws, orders, rules, and regulations, including, without limitation, all applicable environmental rules and regulations. Lessee's failure to comply with any applicable law, regulation, or order shall be a default under this Lease subject to the default provisions in this Lease. In addition to other requirements herein provided, in all instances, Lessee shall undertake the restoration of the Leased Premises to the condition required under the applicable laws of the State of Ohio prior to or within three (3) months following expiration or other termination of this Lease. Lessee shall also use the best industry practices, and all reasonable safeguards to prevent its operations from: (i) causing or contributing to soil erosion, (ii) polluting or contaminating any environmental medium, (iii) decreasing the fertility of the soil, (iv) damaging crops, native or cultivated grasses,

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trees, or pastures, (v) harming or in any way injuring persons or animals, and (vi) damaging buildings, roads, structures, improvements, farm implements, gates or fences. Lessee shall dispose of salt water, frac water or liquid waste oil and other waste in accordance with the rules and regulations of the Ohio Department of Natural Resources and all other applicable governmental authorities.

**Insurance:** At any and all times the Lessee or any person acting on Lessee's behalf is on or about the Leased Premises, Lessee agrees that it will carry at least the following insurance coverage with one or more financially sound insurance carriers: a.) Commercial General Liability of \$6,000,000 minimum coverage for bodily injury, property damage, contractual liability, products/completed operations and personal injury for all Operations on the Leased Premises, b.) Umbrella Liability Insurance of \$6,000,000 minimum coverage, c.) Workers Compensation and Employer's Liability Insurance in the form prescribed by laws of the state of Ohio, d.) Environmental Liability Insurance of \$5,000,000 minimum coverage, and e.) Business Auto and Umbrella Liability Insurance of \$5,000,000 minimum coverage. Such insurance policies shall waive all rights of subrogation against Lessor. Upon request, in the event the pad location is located on the Leased Premises, Lessee shall furnish Lessor, prior to drilling, with a Certificate of Insurance naming Lessor as an additional insured. Any Certificate of Insurance under this section shall not be reduced or canceled until at least thirty (30) days after Lessor receives written notice of such change or cancellation.

**Indemnity:** Lessee agrees to indemnify, defend, and hold harmless Lessor and Lessor's heirs, successors, agents, assigns, and any other person acting under Lessor's direction and/or control against any and all claims, damages, costs, losses, liabilities, expenses (including but not limited to any reasonable attorneys' fees, expert fees, and court costs) arising out of, incidental to or resulting from the Lessee's Operations and actions, and the Operations and actions of Lessee's servants, agents, employees, guests, licensees, invitees, independent contractors, assigns, or any other person acting under Lessee's direction and control. Lessee's obligations hereunder shall survive the termination of this Lease.

### **ARTICLE XIII. FORCE MAJEURE**

**Force Majeure:** In the event the Lessee is unable to perform any of the acts to be performed by the Lessee (except payment of money as required under the terms of this lease or required by a court of law) by reason of force majeure, including but not limited to events outside the control of Lessee, acts of God, strikes, riots, and governmental restrictions or any other cause which makes performance of the Lessee's duties unreasonable or impossible, the Lessee shall provide written notice to Lessor within thirty (30) days of the force majeure event. This Lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within Lease expire for a period of one hundred twenty (120) days after the termination of any force majeure. Any delay by a governmental agency beyond ninety (90) days from the date of application to obtain any required

## Smith-Goshen Land Owners Group

permit to drill, complete or re-work a well shall be grounds to invoke force majeure until the permit is granted. If this Lease is the subject matter of any lawsuit, arbitration proceeding or action, then this Lease shall not expire during the pendency of such lawsuit, proceeding or action, or any appeal thereof, and the time period of the lawsuit, arbitration proceeding or action, or any appeal thereof, shall be added to the term of this Lease, absent such lawsuit, proceeding or action or any appeal thereof. A force majeure event as set forth above shall not exceed a period of thirty six months.

**Coal Force Majeure:** If, after using all its best efforts to obtain a drilling permit should Lessee's operations be delayed, postponed or interrupted as a result of any coal, stone or other 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. In the event a coal force majeure event is declared Lessee shall, upon termination of the conditions which caused the force majeure event or at least once every 12 months, use its best efforts to obtain a drilling permit to develop the Leasehold Acreage.

#### **ARTICLE XIV. NOTICES AND DEFAULT**

**Notice of Default:** This lease shall not be subject to civil action or other proceeding to enforce a claim of default or forfeiture due to Lessee's alleged failure to perform as specified herein, unless Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy Lessor's demand within sixty (60) days from receipt of the notice or such longer time as may be reasonably necessary under the circumstances to satisfy Lessor's demand, but shall not exceed 180 days unless agreed upon by Lessor and Lessee. Any notices required under this Lease shall be deemed sufficiently given if personally delivered or mailed by certified mail, return receipt requested, to the Lessor and/or the Lessee, whichever is applicable, at their respective addresses recited above Article I, or to such other address as either shall notify the other in writing. In the event Lessee assigns all or any part of this Lease without properly providing Lessor with a copy of such recorded assignment which includes the assignee's address, the Lessee shall be jointly and severally liable for all of assignee's obligations under this Lease notwithstanding any language to the contrary.

**Default on Payment Terms:** Failure of Lessee to timely pay Lessor any amounts required under this Lease shall, at Lessor's option, be deemed a default by Lessee subject to the default notice requirements set forth in this Lease.

**Execution and Recording:** The Lessor and Lessee shall execute two copies of this Lease and Memorandum of Lease. The Memorandum of Lease will be recorded and a copy provided to Lessor within 30 days of receipt of the recorded document by Lessee

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**Reports and Documents:** Upon written request by Lessor, a copy of all documents Lessee files with the Ohio DNR Division of Oil and Gas Resources Management, pertaining to this Lease shall be delivered to the Lessor within forty-five (45) days of filing with the Ohio DNR Division of Oil and Gas Resources Management and Lessee shall give Lessor at least ten (10) days advance written notice of the spud date and commencement date of any drilling on the Leased Premises. Lessee shall provide Lessor written notice of any judicial proceedings brought to the attention of Lessee affecting the Leased Premises.

#### **ARTICLE XV. LESSEE COVENANTS**

**Lessee Covenants:** Any and all duties and obligations Lessee has are under implied covenants to benefit landowners and covenants under this lease. The Lessee will utilize current and future technologies to develop the property as operator sees fits after drilling an initial well, as a prudent operator all reasonable efforts to maximize the development of the resources associated with the Leased Premises in a prudent and efficient manner will be employed with the intent and purpose to cause all of Lessor's acreage to be included in one or more units of production, primarily implementing horizontal drilling techniques, but not excluding vertical techniques so as to maximize production recovery of all the oil and gas resources and to minimize or eliminate any "orphan" acreage. It is mutually agreed and understood that the operator, but for force majeure or government prohibitions, will use its best efforts as a prudent operator to fully produce and include all of Lessor's acreage in one or more operating units.

#### **ARTICLE XVI. ACTIONS AND PROCEEDINGS**

**No Arbitration:** Arbitration shall not be a remedy for dispute resolution under this Lease.

**Governing Law and Ohio Courts:** This Lease shall be governed in accordance with the laws of the State of Ohio. Any actions or proceedings arising in connection with this Lease or performance thereunder shall be ascertained and determined by the Ohio state court in the county where the Lease is recorded.

#### **ARTICLE XVII. HEADINGS and MISCELLANEOUS**

**Section Headings:** The Section Headings contained herein are inserted for convenience only and shall not control or affect the meaning or construction of any provision.

**Entire Contract:** The entire agreement between Lessor and Lessee is embodied in this Lease, Memorandum, and Order Of Payment attached hereto. In the event of an inconsistency the Order of Payment shall control. No oral warranties, representation, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

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**Severability:** If any portion of this Lease is held invalid or unenforceable, the other provisions shall remain in full force and effect.

**Confidentiality Clause:** Lessor and Lessee recognizes and acknowledges the competitive and confidential nature, as well as, the economic value of the terms and conditions incorporated herein and the damage that could result to Lessor and/or Lessee if said terms and conditions were disclosed to any third party. Lessor and Lessee hereby agrees to maintain said terms and conditions secret and confidential and shall not disclose same to any third party other than the family, financial, legal or other professional advisors.

### **ARTICLE XVIII. DEFINITIONS**

**Commercial Quantities:** "Commercial Quantities" shall mean production of quantities of Leased Products sufficient to yield a profit to the Lessee over operating, marketing and related overhead expenses.

**Operations:** "Operations" shall mean any action done by Lessee (or by Lessee's servants, agents, employees, guests, licensees, invitees, independent contractors, assigns, or any other person acting under the Lessee's direction or control) related to or in connection with the activities contemplated by this Lease.

**Commence 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 promptly by a drilling rig for the spudding of the well to be drilled.

**Completion of Operations:** "Completion of Operations" shall mean the completion of all planned drilling operations as to equipment and facilities relating to drilling, including any associated pits, tanks, or other facilities no longer needed for production, or in the event of a dry hole, all such facilities.

**Affiliate:** An "Affiliate" is any entity in which Lessee, or any parent company, subsidiary, or affiliate of Lessee, owns an interest of more than ten percent (10%) or exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner; and any corporation or other entity which owns an interest in or exercises any degree of control, directly or indirectly, over Lessee.

**Pad:** "Pad" is defined as any construction designed to facilitate one or more wells in a concentrated surface area.

**Production Unit:** "Production Unit" is defined as a unit of one or more tracts which are brought together by the Lessee for the purpose of forming a drillsite complying with the state requirements for drilling one well in order to develop the lands as if they were under a single lease.

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**Pooled Unit:** "Pooled Unit" is defined as land described in this Lease which Lessee has pooled, prior to drilling, with contiguous land covered with other leases so as to establish one or more pooled development units. A Pooled Unit may also be a production unit.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth above.

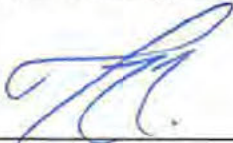
**LESSOR:**

[Redacted]

[Redacted]

**LESSEE:**

**Rice Drilling D, LLC**



\_\_\_\_\_  
Toby Z. Rice  
Chief Executive Officer

Smith-Goshen Land Owners Group

ACKNOWLEDGEMENT

STATE OF OHIO )  
 )  
COUNTY OF BELMONT )

On this 14th day of August, 2013, before me, the undersigned Notary Public for the State of Ohio, personally appeared the above named [REDACTED], the Lessors, who acknowledged and signed the foregoing instrument, and that the same is their free act and deed individually.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 14th day of August, 2013.



MISTY A. KIDD  
NOTARY PUBLIC

*Misty A. Kidd*

Notary Public

STATE OF OHIO

Printed Name: Misty A Kidd

My Comm. Expires January 19, 2017

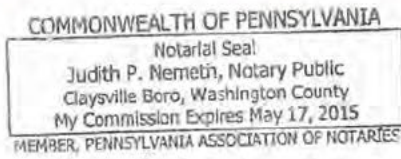
My Commission Expires: January 19, 2017

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF WASHINGTON )

On this the 31 day of JAN, 2014, before me, the undersigned authority, personally appeared Toby Z. Rice, who acknowledged himself to be the Chief Executive Officer of Rice Drilling D, LLC, and that he as such Chief Executive 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 Chief Executive Officer.

My commission expires 5.17.15 Signature: *[Signature]*



MISSY A. KIDD  
NOTARY PUBLIC  
STATE OF OHIO  
My Comm. Expires 06/30/2017



Smith-Goshen Land Owners Group

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE LEASED PREMISES**

<b><u>Tax Parcel ID Number</u></b>	<b><u>Section</u></b>	<b><u>Township</u></b>	<b><u>Range</u></b>	<b><u>Gross Acreage</u></b>	<b><u>Deed Book Volume &amp; Page</u></b>
<b>32-03813.000</b>	<b>33</b>	<b>6</b>	<b>3</b>	<b>50.1621</b>	<b>Volume 723/ Page 623</b>
<b>32-03661.000</b>	<b>33</b>	<b>6</b>	<b>3</b>	<b>0.501</b>	<b>Volume 723/ Page 623</b>
<b>32-00372.000</b>	<b>33</b>	<b>6</b>	<b>3</b>	<b>1.01</b>	<b>Volume 723/ Page 623</b>

EXHIBIT C  
(PROPOSED PRELIMINARY  
APPROVAL ORDER)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO**

ANTHONY GREGOR, et al., *individually  
and on behalf of all others similar situated,*

Plaintiffs,

vs.

RICE DRILLING D, LLC, et al.,

Defendants.

**Case No. 1:21-CV-3999**

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter came before the Court on Plaintiffs Dorothy Bowman, Maple Ridge Farm LLC, and OK Ridge Farm LLC's ("Plaintiffs" or "Class Representatives") Motion for Preliminary Approval of Class Settlement Agreement ("Motion"). Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendants Rice Drilling D, LLC, EQT Production Company, EQT Energy, LLC, and EQT Corporation ("Defendants" and together with Plaintiff, the "Parties") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation.

This matter concerns a putative class action, *Gregor v. Rice Drilling D, LLC*, No. 1:21-cv-3999 (the "Litigation"), in which Plaintiffs raised a number of issues with Defendants related to the Smith Goshen Leases, including issues related to the calculation of royalty payments made by Defendants, deductions of Post-Production Costs by Defendants, and the stratigraphic depths granted to Defendants. These issues were hotly litigated and/or otherwise disputed by Defendants.

The Parties, through their counsel, have entered into a Settlement Agreement following good-faith, arm's-length negotiations. The Parties have agreed to settle the Lawsuit, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court

as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of the Lawsuit with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiff's Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as set forth herein.<sup>1</sup>

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Fed. R. Civ. P. 23 the Court conditionally certifies the Settlement Class in this matter means:

All Persons or entities, including their affiliates, predecessors and successors-in-interest, and any other persons who are, or were, lessor parties to a Smith Goshen Lease and received royalty payments from Defendants during the period from January 1, 2018 through December 31, 2024, according to the business records maintained by EQT Production Company.

The Settlement Class excludes: (a) any person or entity who is currently asserting Settled Claims in any action other than *Gregor* against Defendants; (b) any person or entity who receives royalty in kind pursuant to a Smith Goshen Lease; (c) any person or entity who has previously released EQT Production Co. and/or its affiliates from liability concerning or encompassing any or all Settled Claims; (d) the federal government; (e) the State of Ohio; (f) legally-recognized Indian Tribes; and (g) any person who serves as a judge in this civil action and his/her spouse.

The Court further provisionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the Settlement Class, (3) the claims or defenses of the Class Representative are typical of the claims or defenses of the Settlement Class, (4) the Class Representative and

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<sup>1</sup> Unless otherwise indicated, capitalized terms used in this Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as in the Settlement Agreement.

Settlement Class Counsel will fairly and adequately assert and protect the interests of the Settlement Class, and (5) a class action provides a fair and efficient method of adjudication of the controversy.

2. **Class Representatives and Settlement Class Counsel.**

Plaintiffs Dorothy Bowman, Maple Ridge Farm LLC, and OK Ridge Farm LLC are hereby designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate Class Representatives.

The Court finds that the following counsel is experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel: Matthew R. Wilson of Meyer Wilson Co., LPA; Sean E. Jacobs of Emens Wolper Jacobs & Jasin Law Firm Co., LPA; and Scott K. Jones of Scott K. Jones Law, LLC.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Classes to warrant providing Notice of the Settlement to the Settlement Class and accordingly the proposed Settlement is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_, 2025 at \_\_\_\_\_ o'clock [a.m./p.m.] in the United States District Court for the Southern District of Ohio, located at the Joseph P. Kinneary Courthouse, 85 Marconi Boulevard, Columbus, Ohio 43215, to determine, among other things, whether to grant Plaintiffs'

Motion for Attorney Fees, Litigation Costs, and Service Award and Plaintiffs' Motion for Final Approval of Class Action Settlement.

Plaintiffs' Motion for Final Approval of the Class Action Settlement shall be filed with the Court no later than **fourteen (14) Days after the Objection Deadline**, and Plaintiffs' Motion for Attorney Fees, Litigation Costs, and Service Award to Class Representative shall be filed with the Court at least **fourteen (14) Days prior to the deadline for Settlement Class Members to opt-out of or object to the Settlement**.

6. **Administration.** The Court appoints Schneider Downs & Co., Inc. as the Settlement Administrator, with responsibility for the Notice Program and Claims Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. The Notice and Claims Administration Costs, including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with the provision of notice to the Settlement Class Members and administration of the Settlement, shall be paid from the Settlement Fund.

7. **Notice to the Class.** The proposed Settlement Notice, which is attached to the Settlement Agreement as **Exhibit A**, respectively constitutes reasonable notice of the settlement of the Litigation, provide a fair recital of the subject matter and proposed terms of the Settlement, provide Settlement Class Members with details regarding how to make a claim, or request exclusion from or to object to the Settlement Agreement, and are hereby approved.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitute reasonable notice of the Settlement of the Litigation to the Settlement Class. Specifically, the Notice is clear and straightforward. It defines the Settlement Class; clearly describes the options

available to class members and the deadlines for taking action; describes the essential terms of the Settlement, including a description of the subject matter and the proposed terms of the Settlement, including a summary of the monetary or other benefits; discloses the requested Service Award for the Class Representatives, as well as the amount that Settlement Class Counsel intends to seek in fees and expenses; describes procedures for making claims, objections, and requesting exclusion; describes the date, time, and place of the Final Fairness Hearing; and prominently display the address and phone number of Settlement Class Counsel and the Settlement Administrator for Settlement Class Members to make further inquiry about the Settlement. Finally, direct mailing, combined with publishing on the Settlement Website, is the best notice to reach the Settlement Class Members under the circumstances. The Court concludes that the Settlement Notice meets all applicable requirements of law and constitutes Due Process under the U.S. Constitution, and is hereby approved.

Non-material modifications to the exhibits may be made without further order of the Court. The Settlement Administrator and Defendant are directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within sixty (60) Days of the entry of this Preliminary Approval Order (the “Notice Date”), the Settlement Administrator shall send the Settlement Notice to all Settlement Class Members.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely complete, personally sign, and submit a request for exclusion (“Opt-Out Request”) to the Settlement Administrator at the address in the Notice. To be effective, an Opt-Out Request must clearly manifest the Settlement Class Member’s intent to be excluded from the Settlement Class, and be postmarked *no later than sixty (60) Days after the Notice Date.*

All Settlement Class Members who submit timely, valid Opt-Out Requests, shall receive no benefits or compensation under the Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements for requesting exclusion from the Settlement Class or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, will be invalid, and the person submitting such request will be treated as a Settlement Class Member and will be bound by the Settlement Agreement, including the Release contained therein, and any judgment entered thereon.

Within seven (7) Days after the last Day of the Opt-Out Period, the Settlement Administrator shall furnish to Settlement Class Counsel and to Defendants' Counsel a complete list of all timely and valid Opt-Out Requests (the "Opt-Out List").

10. **Objections.** A Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement and to Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Award for the Class Representative.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is: (a) filed with the Clerk of Court ***by the Objection Deadline, which is no later than sixty (60) Days after the Notice Date***, as set forth in the Settlement Agreement and as specified in the Notice; and (b) mailed to Settlement Class Counsel and Defendant's Counsel at the addresses listed in the Notice, and postmarked by no later than the Objection Deadline.

Each Objection must: (a) the objector's full name, address, telephone number and email address; (b) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (c) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (d) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (e) the identity of any counsel representing the objector; (f) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, identifying that counsel (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (h) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

Any Settlement Class Member who fails to comply in full with the requirements for objecting in the Settlement Agreement, the Notice, and any Court orders will forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, will not be permitted to object to the approval of the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and will be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

11. **Plan of Administration and Distribution.** Class Representatives and Defendants have created a process for administering the settlement and distributing relief. The Court preliminarily approves the Plan of Administration and Distribution described in Exhibit E of the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of

Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Lawsuit or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court. Further, any actions brought by Settlement Class Members concerning the Settled Claims are hereby enjoined and stayed pending the Final Approval Hearing and issuance of the Final

Order and Judgement, or until such further order of this Court.

15. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. **Summary of Deadlines**. The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

EVENT	DATE
Notice Date	60 Days after Preliminary Approval
Deadline for Plaintiff to File Motion for Attorneys' Fees, Costs, Expenses, and Service Award	14 Days Prior to Opt-Out and Objection Deadlines
Deadline for Settlement Class Members to Opt-Out of or Object to Settlement Agreement	60 Days after Notice Date
Deadline for Plaintiffs to File Motion for Final Approval of Settlement	14 Days after the Opt-Out/Objection Deadline
Final Approval Hearing	[At least 150 days after Preliminary Approval]

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2025.

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HON. ELIZABETH PRESTON DEAVERS

**EXHIBIT D**  
**(PROPOSED FINAL APPROVAL**  
**ORDER)**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO**

ANTHONY GREGOR, *individually and on  
behalf of all others similar situated,*

Plaintiff,

vs.

RICE DRILLING D, LLC, et al.,

Defendants.

**Case No. 1:21-CV-3999**

**[PROPOSED] FINAL ORDER AND JUDGMENT  
GRANTING APPROVAL OF CLASS ACTION SETTLEMENT**

This matter came before the Court on Plaintiffs Dorothy Bowman, Maple Ridge Farm LLC, and OK Ridge Farm LLC’s (“Plaintiffs” or “Class Representatives”) Motion for Final Approval of Class Settlement Agreement (“Motion”). Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendants Rice Drilling D, LLC, EQT Production Company, EQT Energy, LLC, and EQT Corporation (“Defendants” and together with Plaintiff, the “Parties”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation.

This matter concerns a putative class action, *Gregor v. Rice Drilling D, LLC*, No. 1:21-cv-3999 (the “Litigation”), in which Plaintiffs raised a number of issues with Defendants related to the Smith Goshen Leases, including issues related to the calculation of royalty payments made by Defendants, deductions of Post-Production Costs by Defendants, and the stratigraphic depths granted to Defendants. These issues were hotly litigated and/or otherwise disputed by Defendants.

The Parties, through their counsel, have entered into a Settlement Agreement following good-faith, arm’s-length negotiations. The Parties have agreed to settle the Lawsuit, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court

as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of the Lawsuit with prejudice.

Having reviewed and considered the Settlement Agreement and the motion for final approval of the Settlement, and having conducted a Final Approval Hearing, the Court makes the following findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

**THE COURT** not being required to conduct a trial on the merits of the case or to determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

**THE COURT** makes the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, and adequate under Fed. R. Civ. P. 23, and in the best interests of the Settlement Class;

**IT IS ON THIS** \_\_\_\_ day of \_\_\_\_\_, 2025,

**ORDERED** that:

1. The Settlement does not constitute an admission of liability by Defendants, and the Court expressly does not make any finding of liability or wrongdoing by Defendants.
2. Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.
3. On [DATE], this Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a Settlement Class in this matter, including defining the class, appointed Plaintiffs as the Settlement Class Representatives, and appointed Settlement Class Counsel; (c) preliminarily approved the

Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator and (f) set the date for the Final Approval Hearing.

4. In the Order Granting the Motion for Preliminary Approval of Class Action Settlement, for settlement purposes only, the Court provisionally certified the Settlement Class, which means:

All Persons or entities, including their affiliates, predecessors and successors-in-interest, and any other persons who are, or were, lessor parties to a Smith Goshen Lease and received royalty payments from Defendants during the period from January 1, 2018 through December 31, 2024, according to the business records maintained by EQT Production Company.

The Settlement Class excludes; (a) any person or entity who is currently asserting Settled Claims in any action other than *Gregor* against Defendants; (b) any person or entity who receives royalty in kind pursuant to a Smith Goshen Lease; (c) any person or entity who has previously released EQT Production Co. and/or its affiliates from liability concerning or encompassing any or all Settled Claims; (d) the federal government; (e) the State of Ohio; (f) legally-recognized Indian Tribes; and (g) any person who serves as a judge in this civil action and his/her spouse.

5. The Court finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the Settlement Class, (3) the claims or defenses of the Class Representative are typical of the claims or defenses of the Settlement Class, (4) the Class Representative and Settlement Class Counsel will fairly and adequately assert and protect the interests of the Settlement Class, and (5) a class action provides a fair and efficient method of adjudication of the controversy. The Court therefore certifies the Settlement Class for purposes of entering final judgment under Fed. R. Civ. P. 23(b)(3).

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and finds that the Settlement is fair, reasonable and adequate and meets the requirements of Fed. R. Civ. P. 23.

7. Settlement Class Counsel applied for an award of attorney's fees in the amount of [insert amount of fees requested]. Given all of the facts and circumstances, the Court finds this amount to be fair, reasonable, and adequate and approves the requested award of attorney's fees.

8. Settlement Class Counsel have applied for reimbursement of litigation costs and expenses in the amount of [insert amount of litigation costs and expenses requested]. The Court finds that these expenses were reasonably incurred in connection with this litigation and approves the requested reimbursement.

9. The Settlement Agreement provides for a class representative service award of \$10,000 to Plaintiff Dorothy Bowman and \$10,000 to Joseph Duvall, owner of Plaintiffs Maple Ridge Farm LLC and OK Ridge Farm LLC. The Court finds that these modest awards are reasonable and hereby grants approval.

10. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs and expenses, and the proposed Service Award payment to Plaintiffs has been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

11. The Court finds that such Notice constitutes the best possible notice practicable under the circumstances and constitutes valid, due and sufficient notice to all Settlement Class Members.

12. As of the final date of the Opt-Out Period, [insert number] Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names

of those persons are set forth in Exhibit A (the “Exclusion List”). Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. Further to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendants and all Released Persons, as defined in the Settlement Agreement. The Settled Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of those persons identified in the Exclusion List who have timely and validly requested exclusion from the Settlement Class.

15. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, the Releasing Parties and Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order and Judgment, shall have, fully, finally, completely and forever released and discharged Defendants and the Released Persons from the Settled Claims, as set forth in the Settlement Agreement.

16. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

17. This Final Order and Judgment resolves all claims against all Parties in this Litigation and is a final order.

18. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

**DONE AND ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

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HON. ELIZABETH PRESTON DEEVERS

**EXHIBIT A**

EXHIBIT E  
(PLAN OF ADMINISTRATION)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**ANTHONY GREGOR, *et al.*,**

*Plaintiffs,*

v.

**RICE DRILLING D, LLC, *et al.*,**

*Defendants.*

**Civil Action No. 2:21-CV-03999  
Magistrate Judge Elizabeth Preston Deavers**

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**PLAN OF ADMINISTRATION AND DISTRIBUTION**

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1. Overview of Plan Administration

(a) Defendants shall provide to the Settlement Administrator records and information sufficient to determine the membership of the Settlement Class. The Settlement Administrator may also receive optional Class Membership Forms from Class Members to assist with determining the membership of the Settlement Class. In the absence of receiving a Class Membership Form, the Settlement Administrator will, in good faith, determine if a Class Member is in fact a member of the Settlement Class based on records provided to the Settlement Administrator.

(b) Within sixty (60) business days following the Effective Date, as defined in § 1.5 of the Settlement Agreement, the Settlement Administrator will mail to all Class Members who do not opt out of the settlement a payment calculated in the manner set forth below in § 2 (“Settlement Payment”).

(c) Accompanying the Settlement Payment sent to Class Members will be a copy of the Lease Ratification Form (substantially in the form attached to the Settlement Agreement as Exhibit F) that sets forth the terms of the Settlement, including that, by accepting payment of Settlement Funds, Class Members agree to ratify their respective Smith Goshen Leases concerning the manner in which Rice will calculate future royalty payments for gas produced and sold by Rice, as well as the specific stratigraphic depths covered by the Smith Goshen Leases to the extent those leases are owned by Rice, as set forth in § 6 of the Settlement Agreement.

(d) In order to obtain payment, the Settlement Class Member must endorse a distribution check bearing a legend substantially in the form attached to the Settlement Agreement as Exhibit F. By endorsing a distribution check bearing such legend, the payee further acknowledges the release of Rice and its affiliates, successors and assigns, in accordance with the Court-approved Settlement and his or her acceptance of all other provisions of the Court-approved Settlement.

2. Plan of Allocation

(a) Each Settlement Class Member's allocated share of the Settlement Funds will be a pro-rata share, which will be calculated based on (i) the total MMBtu on which Rice made Royalty payments to the Settlement Class Member pursuant to a Smith Goshen Lease for production from January 1, 2018 through December 31, 2024, multiplied by \$0.15/MMBtu (the "MMBtu Payment") and (ii) the total net mineral acres in a Production Unit which are owned by the Settlement Class Member and covered by a Smith Goshen Lease as of December 31, 2024 (the "Bonus Payment").

(b) Within thirty (30) days after the Preliminary Approval Order, Defendants will provide to the Settlement Administrator supporting documentation, which may include: (i) revenue data for the Settlement Class Members from January 1, 2018 and December 31, 2024, which includes the total MMBtu on which Rice made Royalty payments to the Settlement Class Members; (ii) lease, well, and owner relationships for the Settlement Class Members; (iii) division order information for the wells included in the Settlement Class Members' revenue data; and (iv) DPUs for the wells.

(c) To calculate the net mineral acres in a Production Unit for a Settlement Class Member, the Settlement Administrator will (1) review the DPUs to determine the net acreage in each Production Unit; (2) review the division order information and the lease, well, and owner relationships to determine the Settlement Class Member's net mineral interest.

3. Distribution of Settlement Proceeds

(a) Within sixty (60) days after the Effective Date, the Settlement Administrator shall make a determination as to the amounts owed to each Settlement Class Member and shall issue checks to each Settlement Class Member to whom a payment is owed.

(b) The amount of money to be disbursed to each Settlement Class Member will be the Settlement Class Member's allocated share of the Settlement Funds as calculated in accordance with the Plan of Allocation reduced by his or her proportionate share of Court-approved Litigation Expenses and Attorneys' Fees.

(c) The Settlement Administrator shall, not less than one year after the Effective Date, determine for the Court the total dollar amount of the distribution checks that were payable to Settlement Class Members but that were not cashed by the Settlement Class Members for any reason, for example, because a Settlement Class Member could not be located or a Settlement Class Member failed or refused to cash his distribution check. All such unclaimed monies shall revert back to Defendants.

4. Disputed Claims Any dispute between persons who are, or who purport to be, Settlement Class Members concerning the distribution of a portion of the Settlement Funds will be submitted to the Settlement Administrator, who shall consult with Rice and Class Counsel to attempt to resolve the dispute. If the dispute cannot be resolved, the dispute will be submitted to the Court for resolution. The persons involved in such dispute must submit their dispute to the Settlement Administrator within ninety (90) days after the Effective Date. Such dispute shall not

in any way affect, delay, or interfere with, the approval of the settlement or any distribution to any persons not involved in the dispute, including any distribution to other Settlement Class Members or Class Counsel.

5. Claims Based Upon Distributions No Settlement Class Member shall have any claim against the Class Representatives, Class Counsel, the Settlement Administrator, or Defendants based upon distributions made substantially in accordance with the Settlement Agreement, the Plan of Administration and Distribution, or orders of the Court, or in good faith reliance on any public records or records provided by Defendants or any other person or entity.

6. Final Report of Distribution by Settlement Administrator Within thirty (30) days after completing full distribution of the Settlement Funds, unless otherwise ordered by the Court, the Settlement Administrator shall file with the Court a Final Report (together with a proposed order approving such report and discharging the Settlement Administrator) indicating that the Settlement Funds have been distributed in accordance with the terms of the Settlement Agreement and the Court's prior orders.

7. Definitions All terms defined in the Settlement Agreement shall have the same meaning when used in this Plan of Administration and Distribution except as otherwise specified herein.

**EXHIBIT F**  
**(SMITH GOSHEN LEASE**  
**RATIFICATION FORM)**

SMITH-GOSHEN LEASE OWNER CLAIM FORM AND BENEFIT NOTICE

Anthony Gregor v. Rice Drilling D, LLC Settlement

Owner Number: XXXXXX

Royalty Owner Name:

[NAME]

Lease No:

XXXXXX

List of Wells:

XXXXXX

<b>WRITE ANY NAME AND ADDRESS CORRECTIONS BELOW:</b>
Name:
Address:
City:
State and Zip Code:
Phone#:
Email:

Our records indicate you are a member of the settlement class certified by the U.S. District Court for the Southern District of Ohio in *Anthony Gregor et al. v. Rice Drilling D, LLC et al.*, No. 2:21-CV-03999. A notice of settlement was mailed to you on or about [DATE-60 days after preliminary approval order]. Our records indicate that you did not opt out of that settlement and thus are a Class Member entitled to receive a Settlement Payment. If you want to receive a Settlement Payment, you must sign this Claim Form and provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by [DATE-90 days after class notice mailed]. If you have any questions about this settlement, visit [www. .com](http://www. .com) or call 1-800- for more information.

All capitalized terms used or defined in the Settlement Agreement shall have the same meaning when used in this document.

**1. BENEFITS**

Your proportional share of the settlement based on the terms of the Agreement is \$XXX.

**SETTLEMENT PAYMENT AMOUNT: \$**

Settlement Payment Detail:

- (i) [pro rata share] x MMBtu [*Well Names - API #*] x \$0.15/MMBtu
- (ii) pro rata share, based on your net mineral interest in producing acreage

**IN ORDER TO RECEIVE THE SETTLEMENT PAYMENT, YOU MUST TIMELY SIGN AND DATE SECTION 5 OF THIS CLAIM FORM.**

SMITH-GOSHEN LEASE OWNER CLAIM FORM AND BENEFIT NOTICE

*Anthony Gregor v. Rice Drilling D, LLC Settlement*

**2. SIGN AND RETURN FORM W-9**

Sign and return the enclosed Form W-9 with your Claim Form.

**3. MAIL YOUR CLAIM FORM**

To receive a Settlement Payment, this Claim Form must be postmarked by **XX/XX/XXXX**, ninety (90) days after this form was sent, and mailed to:

**XXXX**

**4. DISPUTE RESOLUTION**

If you disagree with the information provided in this Claim Form, you will need to send a written statement to the address listed above that details (a) the Smith Goshen Lease(s) and Wells for which you are entitled to a Settlement Payment; and (b) the reason you believe the amount of Settlement Payment is incorrect. You have until **XX/XX/XXXX** to dispute the content of this Claim Form.

**5. RATIFICATION OF LEASE(S)**

As consideration for a Settlement Payment, the undersigned Class Member agrees that Defendants will calculate and pay royalties based on the first of the month index price for Texas Eastern, M-2 receipts (the "TETCO M-2 Index Price") as reported in Platts Inside FERC's Gas Market Report ("Platts"), free of Post-Production Cost deductions, per MMBtu of gas produced and sold by Defendants from each well covered by the undersigned Class Member's Smith Goshen Lease(s). Regardless of where Class Member(s)'s gas is sold, the parties agree the TETCO M-2 Index Price is the appropriate index for payment of royalties by Defendants. The undersigned Class Member will not contend that the TETCO M-2 Index Price contains "embedded" Post-Production Cost deductions and Defendants will not contend that royalties should be paid on a price lower than the TETCO M-2 Index Price.

The undersigned Class Member also agrees that the formations granted in their Smith Goshen Lease(s) includes all stratigraphic depths Rice has drilled and produced under the leases as permitted by existing well permits issued by the Ohio Department of Natural Resources, or are otherwise granted in their Smith Goshen Lease(s). It does not cover any formations in which Rice is not currently producing or formations granted in the lease(s) that have been released under the Pugh Clause in the Lease(s). Further, the undersigned Class Member agrees that the "formation commonly known as the Utica Shale," as used in their Smith Goshen Lease(s), includes the strata and formations lying from the equivalent stratigraphic depth of 8,863' MD in the Gamma log and ODNR Division of Oil & Gas Resources Management Well Summary for the Hickenbottom 1 well located in Belmont County, OH (API #34013206500000) down to an equivalent stratigraphic depth of 9,430' MD on the aforementioned well log and well summary. Additionally, the undersigned Class Member agrees that the "formation commonly known as the Marcellus Shale," as used in their Smith Goshen Lease(s), includes the strata and formations lying from the equivalent stratigraphic depths of 4,922' MD in the Gamma log and ODNR Division of Oil & Gas Resources Management Well Summary for the Hickenbottom 1 well located in Belmont County,

SMITH-GOSHEN LEASE OWNER CLAIM FORM AND BENEFIT NOTICE

*Anthony Gregor v. Rice Drilling D, LLC Settlement*

OH (API #34013206500000) down to an equivalent stratigraphic depth of 5,389' MD on the aforementioned well log and well summary. However, nothing in the Smith Goshen Leases is intended to grant Rice rights to any formations other than the "formation commonly known as the Marcellus Shale" and the "formation commonly known as the Utica Shale," meaning that the undersigned Class Member is not prevented from leasing formations that are not included in the strata and formations lying between the equivalent stratigraphic depths shown in the Gamma log and ODNR Division of Oil & Gas Resources Management Well Summary for the Hickenbottom 1 well as described above. The Hickenbottom 1 well is referenced as a representative example in this paragraph and the depths of the strata and formations covered by the undersigned Class Member's Smith Goshen Lease(s) as shown on logs for wells drilled on the Leased Premises (as defined in the lease(s)) or lands pooled or unitized therewith may differ from the depths of those strata and formations shown in the Gamma log and ODNR Division of Oil & Gas Resources Management Well Summary for the Hickenbottom 1 well which are referenced herein.

Notwithstanding anything to the contrary herein, this lease ratification shall only apply to royalty payments made by or on behalf of Defendants, and their successors and assigns.

**I agree to the foregoing terms.**

\_\_\_\_\_  
*Signature (required)*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Month/Day/Year*

[Placeholder for Check]

### Certificate Of Completion

Envelope Id: 5A1FD3B2-D742-495A-9211-ACEB5188C65A  
 Subject: Complete with Docusign: 2025-07-15 FINAL Rice-Gregor Settlement Agreement.pdf  
 Source Envelope:  
 Document Pages: 75  
 Certificate Pages: 2  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Carrie Wolf  
 625 Liberty Ave Ste 1700  
 Pittsburgh, PA 15222  
 cwolf@eqt.com  
 IP Address: 208.127.230.187


### Record Tracking

Status: Original  
 7/17/2025 10:28:06 AM  
 Holder: Carrie Wolf  
 cwolf@eqt.com  
 Location: DocuSign

### Signer Events

Will Jordan  
 WjJordan@eqt.com  
 EVP and General Counsel  
 EQT Corporation  
 Security Level: Email, Account Authentication  
 (None)

### Signature

DocuSigned by:  
  
 48EFF51488AE449...  
 Signature Adoption: Pre-selected Style  
 Using IP Address:  
 2600:1016:b010:2bdf:34fa:90a2:652d:2a16  
 Signed using mobile

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 Signed: 7/17/2025 10:43:26 AM

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### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Stefanie Burt  
 stefanie.burt@eqt.com  
 Deputy General Counsel & Authorized  
 Representative  
 EQT Corporation  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 7/17/2025 10:30:53 AM

**Electronic Record and Signature Disclosure:**  
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### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

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 Hashed/Encrypted  
 7/17/2025 10:30:53 AM  
 Certified Delivered  
 Security Checked  
 7/17/2025 10:43:19 AM  
 Signing Complete  
 Security Checked  
 7/17/2025 10:43:26 AM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Completed	Security Checked	7/17/2025 10:43:26 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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