



Private Seller

Utica ORRI Divestiture

To receive sales documents and updates as they become available, please complete the following contact information and include it with your executed Confidentiality Agreement.

Company Name	
Physical Address	
City, State Zip	

Primary Contact	
Email Address	
Phone No.	

Comments	
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The Primary Contact designated above will be the individual to whom all correspondence related to this divestiture will be directed. Types of correspondence include the Confidentiality Agreement, Sales Documents, VDR access and updates, responses to Q&A, Bid Instructions, etc.

PLEASE RETURN THIS CONTACT FORM TO:

UticaORRI@ubs.com

For additional information, please contact:

Daniel Kohl, Executive Director
daniel.kohl@ubs.com
UBS Securities LLC
1000 Main Street, Suite 2750
Houston, TX 77002
(713) 331-4685



January 4, 2022

Private Seller
c/o UBS Securities LLC
1000 Main, Suite 2750
Houston, TX 77002

Re: Confidentiality Agreement
Utica ORRI Divestiture Package

This Confidentiality Agreement (this "**Agreement**") is entered into the ___ day of _____, 2022 (the "Effective Date") between Private Seller (the "**Company**"), and _____ ("**Recipient**"). Company and Recipient are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS Recipient wishes to review Information (as hereinafter defined) for the purpose of an evaluation with respect to a potential sale by Company of the Properties (as hereinafter defined); and

WHEREAS Company has agreed to disclose the Information to Recipient on the condition that the Information be retained in confidence and dealt with in accordance with the following provisions;

NOW THEREFORE in consideration of the disclosure of the Information to Recipient and of the mutual covenants and agreements of the Parties contained herein, the Parties agree as follows:

1) **Definitions.** Terms set forth below have the following meanings:

- a) "**Affiliate**" means any entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the Person (as hereinafter defined) specified. The term "control" means the power to direct or cause the direction of the management of such Person, whether through the ownership of voting securities, by contract, agency or otherwise.
- b) "**Information**" means, subject to Section 3 of this Agreement, any and all information and data (whether written, electronic, video or oral) associated with Company, the Properties (as hereinafter defined) or the Transaction (as hereinafter defined) which Company or its Representatives (as hereinafter defined) provide to Recipient or Recipient's Representatives pursuant to this Agreement including, without limitation, analyses, interpretations, compilations, reports, reservoir data, geologic and geophysical data, maps, models, financial data, economic data, commercial data, contractual data, environmental data and other information and data, whether written, electronic, video or oral (including the existence of the discussions between the Parties) relating to the Properties or the Transaction. Information also includes, without limitation, copies, notes, analyses, compilations, studies, excerpts and other materials prepared by Recipient or its Representatives that contain, reflect or are based upon, in whole or in part, the Information.
- c) "**Person(s)**" will be interpreted broadly to include, without limitation, corporations, companies, entities, trusts, groups, partnerships or individuals.

- d) "**Properties**" means the oil and gas interests and related assets (including leases, gathering systems, pipelines, equipment, facilities and other interests relating thereto) owned by Company located in Belmont, Harrison and Jefferson Counties, Ohio.
 - e) "**Representative(s)**" means the Affiliates, and the directors, officers, managers, members, shareholders, partners, owners, employees, potential debt and equity financing sources, investors, agents, principals, financial advisors, technical and other consultants, attorneys and accountants of the Party and the Party's Affiliates. UBS Securities LLC is a Representative of the Company.
 - f) "**Transaction**" means the potential sale, transfer or other disposition of all or a portion of the Properties to Recipient or an Affiliate of Recipient.
- 2) **Confidentiality Obligation.** In connection with Recipient's evaluation of the Properties and a potential Transaction, Company or its Representatives may disclose to Recipient and its Representatives certain Information pursuant to this Agreement. In consideration of any disclosure of Information, Recipient shall, except as otherwise provided in Sections 4 and 5 of this Agreement:
- a) treat the Information as strictly confidential, and shall not sell, trade, publish or otherwise disclose the Information to anyone in any manner whatsoever, including by means of photocopy, reproduction or electronic media, without Company's prior written consent;
 - b) not use the Information for any purpose other than in connection with evaluating the potential Transaction; and
 - c) not disclose the fact that: (i) Information exists or has been made available to Recipient, (ii) Company or Recipient is considering a potential Transaction, or (iii) discussions or negotiations are taking or have taken place between Company and Recipient and Recipient's Affiliates concerning a potential Transaction, or the content of any such discussions or negotiations.

Company understands and acknowledges that Recipient and its Representatives are actively engaged in the business of oil and natural gas exploration, development and operations, and Recipient may have current operations in the vicinity of the Properties. Notwithstanding any other provision in this Agreement, the Parties understand and agree that Recipient or its Representatives who review the Information provided hereunder may now or in the future be working on other projects in the area and may retain mental impressions of such Information. The use of such mental impressions is not prohibited by this Agreement. Company agrees that neither Recipient nor its Representative shall be precluded by the terms of this Agreement from working on or acquiring interests in any properties solely because of such retained mental impressions.

- 3) **Limitation on Information.** The term Information shall not include information that, other than by breach of this Agreement by Recipient or its Representatives: (i) is or becomes available to the public other than as a result of a disclosure by the Recipient or its Representatives in breach of this Agreement, (ii) is in lawful possession of the Recipient on a non-confidential basis prior to disclosure by Company or Company's Representatives, (iii) is obtained from a third party who is not known, after a reasonable inquiry, by Recipient to be prohibited from disclosing such information, or (iv) is developed by Recipient or its Representatives independently of the Information received from Company.

- 4) **Authorized Disclosure.** Recipient may disclose the Information to its Representatives only to the extent necessary to evaluate the potential Transaction; provided, however, that Recipient shall require any Representative who receives the Information under this Agreement to keep the Information strictly confidential and comply with all terms of this Agreement. **Recipient shall be responsible for any and all claims, demands, causes of action, liabilities, losses or damages related to a breach of this Agreement by Recipient or any of its Representatives, including court costs and reasonable attorneys' fees.**
- 5) **Compelled Disclosure.** If Recipient or any Representative is required by law, order, decree, rule or regulation (including without limitation, those of any court, regulatory agency, securities commission or stock exchange) to disclose any Information or if any Person seeks to legally compel (by interrogatories, document requests, subpoena or otherwise) Recipient or any of its Representatives to disclose any Information, Recipient shall, unless prohibited by law or regulation, promptly provide Company with written notice of the same, so Company shall either (a) seek a protective order or other remedy at its sole cost (including, without limitation, participation in any proceeding), or (b) waive compliance with the terms of this Agreement in Company's sole discretion (but such waiver will be limited to the Information required to be disclosed). Recipient shall be entitled to furnish only such Information as Recipient is advised by its legal counsel that it is legally required to disclose and will use all commercially reasonable efforts to obtain confidential treatment of any and all Information disclosed.
- 6) **Ownership and Return or Destruction of Information.** The Information shall at all times remain the property of Company. Recipient shall acquire no proprietary interest in or right to the Information and Company may demand the return or the destruction of the Information at any time by giving written notice to Recipient (the "**Return Notice**"). Within thirty (30) calendar days of Recipient's receipt of the Return Notice, Recipient shall;
 - a) return and shall cause its Representatives to return all of the original Information provided on behalf of Company or, at Recipient's option, Recipient shall destroy and shall cause its Representatives to destroy all such original Information with written notification to Company; and
 - b) destroy and shall cause its Representatives to destroy all copies, notes, analyses, compilations, studies, excerpts and other materials prepared by the Recipient or its Representatives which contain, reflect or are based on any of the Information (in whatever form including, but not limited to, electronic media except (i) electronic copies of the Information that were automatically created by Recipient's computer back-up system, which electronic copies shall be destroyed in accordance with Recipient's normal back-up procedures, (ii) presentation material based on Information presented by Recipient to its investment committee, Board of Directors or similar management body in connection with the evaluation of the Transaction, and (iii) such copies of Information as required by applicable law or government regulation) in its possession and in the possession of persons to whom the Recipient disclosed the Information.

Notwithstanding the foregoing, Recipient agrees on its own behalf and that of its Representatives that all Information shall continue to be subject to the terms of this Agreement.

- 7) **Express Disclaimer.** Recipient acknowledges and agrees that the Information is being provided solely for the purpose of assisting Recipient in conducting its own independent evaluation of the Properties in connection with a potential Transaction. As a precondition to Company authorizing Recipient and its Representatives to review the Information, Recipient acknowledges and agrees on behalf of itself and its Representatives, that, other than as expressly set forth in any definitive agreement between the Parties: (a) Company and its Representatives expressly disclaim any and all liability and responsibility for and associated with the quality, accuracy, completeness or materiality of the Information, including without limitation: (i) the existence of any and all prospects referenced in the Information, (ii) the geographic, geologic or geophysical characteristics associated with any of the Properties, (iii) the existence, quality, quantity or recoverability of reserves associated with the Properties, (iv) any costs, expenses, accounts payable, revenues, receipts or accounts receivable associated with the Properties, (v) the contractual, economic, financial or tax information and data associated with the Properties, (vi) the continued financial viability or productivity of the Properties, (vii) title to the Properties, and (viii) the environmental or physical condition of the Properties; (b) Recipient shall conduct its own independent evaluation and analysis of the Information and satisfy itself fully as to the quality, accuracy, completeness and materiality of the same; (c) Recipient is fully aware of the inherent risk of error in the acquisition, processing and interpretation of geologic and geophysical data; and (d) Recipient shall rely solely on its own independent evaluation and analysis of the Information when deciding whether or not to submit a bid or offer, enter into a definitive agreement or consummate any Transaction covering one or more of the Properties. Recipient further acknowledges and agrees that only the express representations and warranties contained in such a definitive written agreement for a Transaction (when and if the same is executed by both Parties) shall be binding on the Parties. Notwithstanding anything to the contrary contained in this Agreement, Company represents and warrants that it has the right and authority to disclose or make available the Information to Recipient and its Representatives as provided in this Agreement without violating the rights of any third party.
- 8) **Reservation of Rights.** Each Party acknowledges that the other has a right, at each of its sole discretion, to terminate discussions associated with any potential Transaction. Recipient acknowledges and agrees that Company has a unilateral right, at its sole discretion and without notice to Recipient, to (a) reject any or all offers to purchase one or more of the Properties, or (b) accept any offer to purchase one or more of the Properties whether or not such offer conforms to any procedures that may be established by or on behalf of Company or includes the greatest consideration.
- 9) **Definitive Agreement.** Unless and until a definitive written agreement for a Transaction is executed by an authorized representative of each Party having the express authority to bind such Party to a transaction of the size and nature referenced herein, neither Party is or will be under any obligation whatsoever (legal or otherwise) with respect to any Transaction or any other transaction whether by virtue of this Agreement or otherwise. Unless included in a definitive written agreement, any communications (written or oral) may not be relied on by either Party as the basis for taking any action, foregoing any opportunity or incurring any costs, and do not and will not create any obligations whatsoever on the part of either Party. For the avoidance of any doubt, a definitive written agreement for a Transaction shall not include an executed letter of intent, negotiations between the Parties, exchanges of drafts or documents relating to a potential Transaction or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both Parties.

- 10) **Equitable Relief**. Recipient acknowledges and agrees that Company may be irreparably injured, such that money damages alone may not be an adequate remedy, and may seek equitable relief (including without limitation, the granting of specific performance and injunctive relief in Company's favor), if Recipient or any Person to whom Recipient discloses Information breaches the terms of this Agreement. Recipient agrees that equitable relief may not be exclusive of other remedies to which Company may be entitled at law or in equity. Recipient agrees that it will not oppose the granting of such relief on the basis that the Company has an adequate remedy at law. Notwithstanding anything contained in this Agreement, neither Party or their Affiliates shall be liable in an action initiated one against the other for special, punitive, incidental, indirect or consequential damages resulting from or arising out of breach of this Agreement.
- 11) **Attorney Fees**. If a Party is required to initiate litigation or other proceedings in order to enforce the terms of this Agreement, the Party prevailing in such litigation or proceeding shall be entitled to recover its reasonable attorneys' fees (including court costs) in connection with such litigation or proceedings.
- 12) **Governing Law and Waiver of Jury Trial**. This Agreement is governed by and construed in accordance with the laws of the State of Texas, excluding any choice of law rules that may direct application of laws of another jurisdiction. EACH PARTY (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS AFFILIATES) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS AGREEMENT.
- 13) **No Waiver**. A Party's failure or delay in exercising any rights hereunder shall not operate as a waiver thereof, nor shall a Party's partial exercise preclude any other or further exercise of any such rights. No waiver of any provision of this Agreement shall be effective unless in writing and signed by an authorized representative of the Party against whom the waiver is sought to be enforced.
- 14) **Assignment**. This Agreement shall be binding upon and inure to the benefit of Company and its Representatives and their respective successors and assigns, and may be assigned by Company to any purchaser of all or any portion of the Properties (but only to the extent of such portion) without notice to or consent from Recipient. This Agreement shall be binding upon and inure to the benefit of Recipient and its Representatives and their respective, successors and assigns, provided that Recipient may not assign any of its rights or obligations hereunder to any third party without the prior written consent of the Company (which can be withheld in Company's sole discretion). Any attempted assignment by Recipient without such required consent shall be null and void.
- 15) **Severability**. The invalidity of any one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, and in case of any such invalidity, this Agreement shall be construed as if the invalid provision had not been included herein.
- 16) **Term**. This Agreement will have a term of one (1) year from the date hereof or until the consummation of the Transaction by the Parties hereto, whichever occurs first.
- 17) **Counterparts**. This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one agreement. This Agreement shall be effective when it has been executed and delivered by both Parties. Delivery of a signed copy of this Agreement

by email transmission shall be deemed to be delivery of this Agreement for all purposes. Recipient agrees to provide to Company's Representative, UBS Securities LLC, a complete copy of the signed Agreement. Upon execution and delivery of this Agreement by Recipient, Recipient represents to Company that this Agreement is binding upon Recipient and acknowledges that Company will only disclose any Information to Recipient and Recipient's Representatives in reliance upon this representation.

- 18) **Amendment**. No modifications or amendments to this Agreement shall be binding on the Parties unless and until such modifications or amendments are executed in writing by an authorized representative of each Party.
- 19) **Entire Agreement**. This Agreement supersedes all prior negotiations, understandings and agreements between the Parties relating to the subject matter hereof and constitutes the entire understanding and agreement between the Parties with respect to the same.
- 20) **Notices**. Any notices to be delivered herein shall be in writing and shall be deemed sufficiently given if delivered by hand, by courier service, sent by registered mail, or postage prepaid to the receiving party at the address listed below:

RECIPIENT

Address: _____

City, State, Zip: _____

Attention: _____

Email: _____

The Parties have executed this Agreement effective as of the day and year first written above.

Yours truly,

RECIPIENT

By: _____

Name: _____

Title: _____