

LANDOWNER AGREEMENT

This agreement is made this day between the Southwest Coshocton and Muskingum County Landowners Association, Inc. (the "Association") and _____ ("Landowner," whether one or more persons), whose current contact information is as follows: (i) mailing address: _____; (ii) e-mail address _____; and (iii) telephone number: _____.

Parcel(s) to be Included in the Association (collectively the "Parcels")
(for additional parcels, please describe on attached page)

Owner(s) of Property	County	Township/Village	Section #(s)	Parcel ID #	Acreage

By signing this agreement, Landowner agrees to commit the Parcel(s) to the Association exclusively for a period of twelve (12) months from the date of this Agreement (the "Initial Term") for the purpose of combining the acreage of Association participants to obtain the most beneficial oil and gas leasing terms available. Upon the expiration of the Initial Term, this Agreement shall automatically be extended for one additional six (6) month period unless the Landowner sends written notice to the Association within five (5) calendar days of the expiration of the Initial Term opting out of the six (6) month extension.

The Association agrees to: (i) collect the necessary property information from the Landowner; (ii) take responsibility for organizational activities, meetings, and communications; (iii) work with the Association's legal counsel and petroleum engineering consultant to develop a strategy for the preparation and negotiation of an oil and gas lease for execution by the Landowner; (iv) communicate with potential oil and gas companies; (v) develop and submit proposals to interested oil and gas companies; and (vi) select the successful oil and gas company(ies). The Association will not be engaged in the negotiation of an oil and gas lease, will not be engaged in legal work, and will not receive any fee, commission or compensation in connection therewith. The Association itself is not responsible for curing Landowner's title issues relating to the Parcel(s). All oil and gas lease negotiations and legal work, including assistance with a Landowner's uncontested title curative work, will be handled by legal counsel for the Association (the law firms of Stubbins, Watson & Bryan Co., LPA, and Bricker & Eckler, LLP, collectively the "Association's Legal Counsel").

In return, the Landowner agrees: (i) to provide accurate property ownership information for the Parcel(s), including any relevant deed(s) and oil and gas leases, as soon as possible after signing this Agreement; (ii) that the Parcel(s) committed to the Association shall not be leased by the Landowner for oil and gas minerals during the term of this Agreement and any extension without the prior written consent of the Association; (iii) that if the Landowner does not own the oil and gas mineral rights to the above-described Parcel(s), or if such Parcel(s) is/are subject to a lease that is held by production, the Landowner is not eligible to participate; (iv) to authorize the Association's Legal Counsel to have the sole and exclusive right and authority to negotiate a form of an oil and gas lease to be available for signing by the Landowner and other Association participants; and (v) to cooperate with the decisions of the Association's board of directors. In addition, the Landowner agrees and authorizes the Association to direct the successful oil and gas company(ies) to pay a combined total fee of four and one half percent (4.5%) of the gross amount of the initial up-front signing bonus money paid or to be paid to the Landowner by the successful oil and gas company directly to the Association's Legal Counsel and petroleum engineering consultant (Chaseland, LLC), with Stubbins, Watson & Bryan Co., LPA receiving two percent (2.0%), Bricker & Eckler LLP receiving two percent (2.0%), and the petroleum engineering consultant (Chaseland, LLC) receiving one-half of one percent (0.5%) pursuant to separate agreements with the Association. These fees shall be deducted from the Landowner's initial up-front bonus payment unless the oil and gas company agrees to pay the fees. For example, if the up-front signing bonus available to Association participants is \$1,000 per acre, and Landowner owns 100 acres, the gross, up-front bonus would be \$100,000—the Association's Legal Counsel would receive 4.0% of this amount (\$4,000), and the petroleum engineering consultant would receive 0.5% of this amount (\$500). The remaining \$95,500 would be received by the Landowner. The Landowner will not be charged any additional fees and/or any expenses by the Association, its legal counsel or petroleum engineering consultant. By signing this Agreement, the Landowner is not obligated to enter into the form of oil and gas lease obtained as a result of the Association's efforts; provided, however, that if Landowner enters into an oil and gas lease with the successful oil and gas company(ies) selected by the Association within twelve (12) months of the date of this Agreement, Landowner shall be responsible for paying directly to the Association's Legal Counsel and petroleum engineering consultant fees equal to up to four and one-half percent (4.5%) of the up-front bonus payment received by the Landowner from such oil and gas company. ***THE ASSOCIATION'S LEGAL COUNSEL DOES NOT REPRESENT THE LANDOWNER. ANY INDIVIDUAL LEGAL OR FINANCIAL ISSUES SHOULD BE ADDRESSED IN CONSULTATION WITH THE LANDOWNER'S INDIVIDUAL ATTORNEY OR OTHER PROFESSIONAL ADVISOR.***

AGREED AND SIGNED this _____ day of _____, 2013 .

Landowner (Sign): _____ Landowner (Sign): _____

(Print): _____ (Print): _____

Additional Parcel(s)

Owner(s) of Property	County	Township/Village	Section #(s)	Parcel ID #	Acreage

**Mail or drop off this document to:
Southwest Coshocton and Muskingum County Landowners Association, Inc.
at the following address:**

**Stubbins, Watson & Bryan Co., LPA
Attn: Mark Stubbins or Kyle Witucky
59 North Fourth Street
Zanesville, OH 43701**