# DIVERSIFIED GAS & OIL

CORPORATION

**Address:**
**Diversified Energy Marketing LLC**
4150 Belden Village Avenue, N.W.
Suite 410
Canton, Ohio 44718
(330) 493-0440
Federal Identification Number: 83-1175643

**Bank Account Numbers:**
For payments via Wire:
Routing Number 044000024
Account Number 01030353056

For payments via ACH:
Routing Number 044115090
Account Number 01030353056

We respectfully request that you proceed with amending your records to reflect the change of ownership indicated herein. ***As previously stated, payments should be remitted to the Diversified Energy Marketing LLC accounts and address listed above.***

In consideration for your acknowledgement of these changes of ownership, the execution of this letter will serve as an agreement in lieu of executing the transfer or division orders, the EQT Sellers and Diversified agree to indemnify, save and hold you harmless from and against any and all claims, demands, judgments, damages, liabilities, losses, costs, charges, recoveries, and other expenses of every nature and character that you sustain by reason of your making future payments of proceeds as requested and authorized pursuant to this letter.

Please acknowledge your receipt of this letter by executing an original hereof in the space provided below and returning the fully executed original to the above indicated address or by email to:

Kellie Foster at kfoster@dgoc.com

and to

Danielle Terpack at dterpack@eqt.com

If you have any questions or need additional information, please do not hesitate to contact Kellie Foster at (330) 493-0440 or by email at kfoster@dgoc.com, with respect to Diversified, or Danielle Terpack at (412) 395-3563 or by email at dterpack@eqt.com, with respect to the EQT Sellers.

Thank you for your cooperation in expediting this transfer.

DIVERSIFIED GAS & OIL

CORPORATION

Sincerely,

**EQT Sellers (Sellers)**

**EQT Production Company**

By:

Name: Steven Prelipp

Title: SVP - Business Development Production & Midstream

**EQT Gathering, LLC**

By:

Name: Steven Prelipp

Title: SVP - Business Development Production & Midstream

**EQT Energy, LLC**

By:

Name: Steven Prelipp

Title: SVP - Business Development Production & Midstream

**Diversified (Buyers)**

**Diversified Southern Production LLC**

By:

Name: Dora L. Silvis

Title: Executive Vice President

**Diversified Southern Midstream LLC**

By:

Name: Dora L. Silvis

Title: Executive Vice President

Acknowledged and accepted by:

By:

Name: Bud Rife

Title: President

Post Office Box 381087, Birmingham, AL 35238
Phone (205) 408-0909 Fax (205) 408-0870

# DIVERSIFIED GAS & OIL

CORPORATION

October 15, 2018

Johnson County Gas
PO Box 447
Betsy Lane, KY 41605

RE: **NOTICE OF ALLOCATION OR TRANSFER**
**EQT Production Company** and **EQT Gathering, LLC**
**Diversified Southern Production LLC** and **Diversified Southern Midstream LLC**

To Whom It May Concern:

Our records indicate that pursuant to division orders, transfer orders, sales contracts, or other agreements listed on Exhibit "A" attached hereto (collectively "Subject Agreements"), you are currently disbursing proceeds of production, sales and/or joint interest billings, or making payments attributable to the Subject Agreements and properties ("Subject Properties") previously owned or payable to EQT Production Company ("EPC"), EQT Gathering, LLC ("EGL"), or their affiliate EQT Energy, LLC ("EE," and, collectively with EPC and EGLC, "EQT Sellers").

The Subject Agreements and Subject Properties of the EQT Sellers, pursuant to those certain Plans of Division effective July 18, 2018, confirmations of which are attached hereto as Exhibit "B", either were allocated, as applicable, to Diversified Southern Production LLC and Diversified Southern Midstream LLC (together, "Diversified") or will be transferred to Diversified soon pursuant to that certain Membership Interest Purchase Agreement, dated June 28, 2018, among EPC, EGL and Diversified Gas & Oil Corporation, as amended. In connection with this transaction, Diversified Energy Marketing LLC will handle certain purchases and sales of gas made pursuant to the Subject Agreements on behalf of Diversified.

Effective with your next scheduled payment and revenue distribution for October production / deliveries, you are hereby authorized and directed by the EQT Sellers and Diversified to remit all future payments, attributable to the EQT Sellers' interest in the Subject Agreements and Subject Properties to the Diversified Energy Marketing LLC office below.

**PLEASE DO NOT INTERRUPT OR SUSPEND ANY PAYMENTS.**

**PLEASE REMIT YOUR NEXT PAYMENTS TO THE DIVERSIFIED ENERGY MARKETING LLC ADDRESS AND BANK ACCOUNT PROVIDED BELOW:**

Post Office Box 381087, Birmingham, AL 35238
Phone (205) 408-0909 Fax (205) 408-0870

# EXHIBIT A

Schedule 3.10(a) - Part 2
to Membership Interest Purchase Agreement

| Contract ID | Individual Trade/Deal ID | Counterparty | EQT Entity | Contract Type | Description |
|---|---|---|---|---|---|
| NAES10878 | 67052 | JOHNSON COUNTY GAS CO | EQT Energy LLC | NAESB | Transaction Confirmation |

Entity# : 2980374
Date Filed : 07/13/2018
Pennsylvania Department of State

# PLAN OF DIVISION

dividing

EQT PRODUCTION COMPANY

(a Pennsylvania Corporation)

into

EQT PRODUCTION COMPANY

(a Pennsylvania Corporation)

and

DIVERSIFIED SOUTHERN PRODUCTION LLC

(a Pennsylvania Limited Liability Company)

Dated as of July 13, 2018

TCO180716JM0463

36533518

2018 JUL 13 PM 1:15
PA. DEPT. OF STATE

2018 JUL 16 AM 9:5
PA. DEPT. OF STATE

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## PLAN OF DIVISION

In compliance with the requirements of the applicable provision of 15 Pa. C.S. §366 (relating to statements of division), the undersigned domestic entity, desiring to effect a division, hereby states that:

This Plan of Division (this "***Plan of Division***"), dated as of July 13, 2018 (the "***Execution Date***"), sets forth the terms and conditions pursuant to which EQT Production Company, a Pennsylvania corporation ("***EPC***"), shall consummate a division pursuant to and in accordance with the Entity Transactions Law of the Commonwealth of Pennsylvania, 15 Pa.C.S. §311 et seq. (the "***Pennsylvania Entity Transactions Law***"), and provides as follows:

## RECITALS

WHEREAS, the board of directors of EPC (the "***EPC Board***") has determined that it is in the best interests of EPC to separate the SouthCo Production Assets from the EPC Business, creating two independent companies, and in furtherance of the foregoing, the EPC Board has approved this Plan of Division to effect a division pursuant to and in accordance with applicable provisions of the Pennsylvania Entity Transactions Law, including Subchapter F of the Pennsylvania Entity Transactions Law;

WHEREAS, Section 361(a) of the Pennsylvania Entity Transactions Law, among other things, authorizes a Pennsylvania corporation to effect a division by dividing into (i) itself, as the surviving corporation, and (ii) a new Pennsylvania limited liability company created by, and resulting from, the division;

WHEREAS, a Pennsylvania corporation may effect a division under Subchapter F of the Pennsylvania Entity Transactions Law by approving a plan of division, in accordance with Section 362 of the Pennsylvania Entity Transactions Law, which may, among other things, allocate all of the property, whether real, personal or mixed, or tangible or intangible, or any right or interest therein, including rights under contracts and other binding agreements ("***property***"), and debts, liabilities and obligations ("***liabilities***") of the dividing corporation between the surviving corporation and a newly created Pennsylvania limited liability company;

WHEREAS, pursuant to Section 367 of the Pennsylvania Entity Transactions Law, when a division becomes effective (i) property of the dividing corporation that is allocated by the plan of division to the surviving corporation remains vested in the surviving corporation, and (ii) property of the dividing corporation that is allocated by the plan of division to the newly created Pennsylvania limited liability company vests in the newly created Pennsylvania limited liability company;

WHEREAS, pursuant to Section 368 of the Pennsylvania Entity Transactions Law, when a division becomes effective (i) liabilities of the dividing corporation that are allocated by the plan of division to the surviving corporation remain the responsibility of the surviving corporation, and (ii) liabilities of the dividing corporation that are allocated by the plan of division to the newly created Pennsylvania limited liability company become the responsibility of the newly created Pennsylvania limited liability company;

WHEREAS, EPC, as the dividing corporation, desires to divide into EPC, as the surviving corporation, and Diversified Southern Production LLC, a newly-created Pennsylvania limited liability company ("***SouthCo***"), in accordance with Subchapter F of the Pennsylvania Entity Transactions Law and this Plan of Division; and

WHEREAS, EPC desires that all membership interests of SouthCo will be distributed in the division solely to EPC.

**NOW, THEREFORE,** for purpose of effecting the division of EPC in accordance with Subchapter F of the Pennsylvania Entity Transactions Law and prescribing the terms and conditions thereof, EPC hereby adopts the following Plan of Division:

## ARTICLE I
## The Division

1.1 Division. Effective upon the filing of this Plan of Division with the Department of State of the Commonwealth of Pennsylvania (the "***Division Effective Time***") pursuant to Section 366 of the Pennsylvania Entity Transactions Law, EPC (hereinafter sometimes referred to as the "***Dividing Corporation***") shall divide (the "***Division***") into (a) EPC (hereinafter sometimes referred to as the "***Surviving Corporation***"), which shall survive the Division, and (b) SouthCo (hereinafter sometimes referred to as the "***New Company***"), which shall be a new Pennsylvania limited liability company created by, and resulting from, the Division, subject to the terms and conditions of this Plan of Division.

1.2 Prior Approval. The Division has been approved in accordance with Subchapter F of the Pennsylvania Entity Transactions Law.

## ARTICLE II
## Dividing Corporation

2.1 Registered Office. The Dividing Corporation is EPC, with its registered office at c/o CT Corporation System, Allegheny County.

2.2 Incorporation. EPC was duly incorporated as a Pennsylvania corporation on December 29, 2000.

2.3 No Section 364(a)(1) Actions in Plan of Division. In accordance with Section 364(a)(1) of the Pennsylvania Entity Transactions Law, this Plan of Division shall not alter the jurisdiction of incorporation of the Dividing Corporation, provide for special treatment, or amend in any respect the provisions of the articles of incorporation of the Dividing Corporation.

## ARTICLE III
## Surviving Corporation

3.1 Articles and Bylaws. At the Division Effective Time, the articles of incorporation and bylaws of the Dividing Corporation, each as amended, restated or modified through the Division Effective Time, shall remain in full force and effect and shall not be amended, restated or modified as a result of the Division.

3.2 Capitalization. The authorized capital stock of EPC shall not be affected by the Division. At the Division Effective Time, the shares of EPC common stock, no par value, then outstanding shall continue to be registered on the books of the Surviving Corporation as they appear in the books and records of the Dividing Corporation.

3.3 Board of Directors. The directors serving on the board of directors of the Dividing Corporation shall be the directors of the Surviving Corporation until such time as their successors have been duly elected or appointed in accordance with the articles and bylaws of the Surviving Corporation.

3.4 Officers. The officers of the Dividing Corporation shall be the officers of the Surviving Corporation until such time as their successors have been duly elected or appointed in accordance with the articles and bylaws of the Surviving Corporation.

## ARTICLE IV
## New Company

4.1 Registered Office. The New Company is a domestic limited liability company with its registered office at 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222-3111, County of Allegheny.

4.2 Certificate of Organization. At the Division Effective Time, the certificate of organization of the New Company attached as Annex A to this Plan of Division (the "***Certificate***") shall be effective.

4.3 Capitalization. At the Division Effective Time, a 100% membership interest in SouthCo shall be distributed in the division to the Surviving Corporation. The membership interest issued to the Surviving Corporation pursuant to this Plan of Division shall constitute all of the issued and outstanding membership interests of SouthCo as of the Division Effective Time.

4.4 Board of Managers. Upon the Division Effective Time, the managers serving on the board of managers of the New Company shall be as set forth in the operating agreement of the New Company (the "***LLC Agreement***") and shall serve as managers of the New Company until such time as their successors have been duly elected or appointed in accordance with the Certificate or the LLC Agreement, as applicable.

4.5 Officers. Upon the Division Effective Time, the officers of the New Company shall be as set forth in the LLC Agreement, and shall serve as officers of the New Company until such time as their successors have been duly elected or appointed in accordance with the Certificate or the LLC Agreement, as applicable.

## ARTICLE V
## Effect of Division

5.1 Allocation of Property. At the Division Effective Time, pursuant to Section 367 of the Pennsylvania Entity Transactions Law, (a) the property of the Dividing Corporation set forth on Schedule 1 to this Plan of Division shall be allocated to the New Company, and (b) the

property of the Dividing Corporation set forth on Schedule 2 to this Plan of Division and any other property of the Dividing Corporation that is not allocated by this Plan of Division to the New Company shall remain vested in the Surviving Corporation.

5.2 Allocation of Liabilities. At the Division Effective Time, pursuant to Section 368 of the Pennsylvania Entity Transactions Law, (a) the liabilities of the Dividing Corporation set forth on Schedule 3 to this Plan of Division shall be allocated to, and become the responsibility of, the New Company, and (b) the liabilities of the Dividing Corporation set forth on Schedule 4 to this Plan of Division and any other liabilities of the Dividing Corporation that are not allocated by this Plan of Division to the New Company shall be allocated to, and remain responsibility of, the Surviving Corporation.

5.3 Effect of Division. The consummation of the Division shall have all of the effects set forth in Section 367 of the Pennsylvania Entity Transactions Law.

5.4 Future Liabilities. At and after the Division Effective Time, the Surviving Corporation and the New Company shall each thenceforth be responsible as separate and distinct entities only for the liabilities that each entity may undertake or incur in its own name.

5.5 Evidence of Allocation. Subject to Section 367(a) of the Pennsylvania Entity Transactions Law as to the effect of the Division, in furtherance of the allocation of property and liabilities in accordance with this Plan of Division, (i) each of the Surviving Corporation and the New Company shall execute and deliver such deeds, leases, financing statements, certificates of title and other instruments as and to the extent necessary to evidence the allocation and vesting of all of the Dividing Corporation's right, title and interest in and to such property and liabilities to the New Company or the Surviving Corporation, as applicable, pursuant to Section 367(f), (g) or (h) of the Pennsylvania Entity Transactions Law or as otherwise required by law, and (ii) each of the Surviving Corporation and New Company shall execute and deliver such instruments as and to the extent necessary to evidence the valid and effective allocation of the liabilities of the Dividing Corporation pursuant to this Plan of Division to the New Company or the Surviving Corporation, as applicable, pursuant to Section 367(f), (g) or (h) of the Pennsylvania Entity Transactions Law or as otherwise required by law.

## ARTICLE VI
### General Provisions

6.1 Authority. Each of the officers of EPC are hereby empowered and directed in the name and on behalf of EPC, to take all such actions, to cause to be prepared and filed all such other documents, to make all expenditures and to execute all instruments deemed by them to be necessary or desirable for the purpose of effecting the Division in accordance with this Plan of Division.

6.2 Governing Law. This Plan of Division shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

6.3 Separation Agreement. All capitalized terms used but not defined in this Plan of Division or in any Schedule to this Plan of Division shall have the respective meanings ascribed

to such terms in that certain Separation Agreement, dated as of July 13, 2018 (the "***Separation Agreement***"), by and between the Dividing Corporation and SouthCo.

6.4 Amendment or Abandonment. This Plan of Division, including the Annexes and Schedules hereto, may be amended or abandoned at any time on or before the Division Effective Time by action of the EPC Board or any duly authorized committee thereof.

6.5 Savings. Section 2.5 of the Separation Agreement is incorporated by reference herein, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned dividing association has caused this Plan of Division to be signed by a duly authorized officer as of the Execution Date.

**EPC:**

EQT PRODUCTION COMPANY

By:
Name: Steven H. Prenpp
Title: Senior Vice President

[SIGNATURE PAGE TO PLAN OF DIVISION]

## SCHEDULE 1

## PROPERTY ALLOCATED TO SOUTHCO

Subject to Section 2.5 of the Separation Agreement:

(i) the SouthCo Properties;

(ii) the SouthCo Contracts;

(iii) the SouthCo Permits;

(iv) all servitudes, easements, surface leases and rights-of-way that are used solely in connection with the ownership or operation of any of the SouthCo Properties;

(v) all equipment, machinery, vehicles, fixtures, computers, laptops, cell phones, handheld data gathering devices, and other personal and mixed property, operational and nonoperational, known, or unknown, that is used primarily in connection with the ownership and operation of the SouthCo Properties, including, without limitation, pipelines, gathering systems, well equipment, casing, tubing, pumps, motors, SCADA systems, machinery, compression equipment, flow lines, processing and separation facilities, total flow computers and modems, electronic monitoring devices, structures, materials and other tangible items;

(vi) all Imbalances relating to the SouthCo Properties;

(vii) subject to Section 2.10 of the Separation Agreement, a copy of all files, records, information and data, to the extent the same is in electronic format, that are in EPC's possession or control and that relate primarily to the ownership or operation of the SouthCo Production Assets, including, but not limited to: (1) abstracts of title; (2) SouthCo Contract files; (3) correspondence; (4) operations, environmental, maintenance, production, accounting and tax records related to the SouthCo Production Assets, (5) engineering design documents, engineering models, engineering data and reports, quality assurance or quality control testing records, (6) facility and well records, and (7) land files, lease files, rights-of-way records, surveys, maps, plats, abstracts, title reports and opinions, and other similar records;

(viii) all (1) Hydrocarbons produced from or allocated to the SouthCo Properties from and after the Division Effective Time and (2) Hydrocarbons within, produced from or attributable to the SouthCo Properties in storage tanks or existing in pipelines or plants (including inventory) and above the pipeline connection or upstream of the sales meter;

(ix) radio licenses and towers described on Schedule 2.3(a)(ix) to the Separation Agreement, except those, to EPC's knowledge and as noted on Schedule 2.3(a)(ix) to the Separation Agreement, for which vesting in SouthCo is prohibited or subject to payment of a fee or other consideration and for which no consent thereto has been received or for which SouthCo has not agreed in writing to pay the fee or other consideration as applicable;

(x) all fee interests in real property in the SouthCo Area listed on Schedule 2.3(a)(x) to the Separation Agreement;

(xi) all leases or other non-fee interests in real property listed on Schedule 2.3(a)(xi) to the Separation Agreement;

(xii) all spare parts, tools, supplies, parts and materials inventory related primarily to the ownership and operation of the SouthCo Production Assets; and

(xiii) all other assets set forth on Schedule 2.3(a)(xiii) to the Separation Agreement;

provided, that, for the avoidance of doubt, the property of the Dividing Corporation to be allocated to the New Company shall expressly exclude (A) any assets, properties or interests located outside the SouthCo Area, other than the wells referred to in clause (b) of the definition of SouthCo Wells, (B) the EPC Assets and (C) any assets of EQT Midstream Partners, LP, a Delaware limited partnership, or its Subsidiaries, including Mountain Valley Pipeline, LLC, a Delaware limited liability company. Notwithstanding anything to the contrary contained herein, the rights to operate any SouthCo Production Assets shall only include operating rights held by EPC at the Division Effective Time.

## SCHEDULE 2

## PROPERTY ALLOCATED TO EPC

Except to the extent such assets would otherwise be SouthCo Production Assets pursuant to Section 2.3(a) of the Separation Agreement:

(i) all fee interests in real property, except for the SouthCo Fee Interests;

(ii) all rights associated with the development of or production of Hydrocarbons from any depths or horizons other than the SouthCo Depths, including, without limitation, any implied rights to develop such depths that may be included in any SouthCo Leases or other rights included in the SouthCo Production Assets, but excluding the right to continue producing from the active production interval at the Effective Date for each of the SouthCo Wellbores;

(iii) any leases or other non-fee interests in real property, except for the SouthCo Surface Leases and SouthCo Leases;

(iv) any royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests and any other interests that are not working interests, in each case, that are not attributable to the net revenue interest for the SouthCo Wells;

(v) all of EPC's corporate minute books, financial records and other business records that relate to EPC's businesses generally (excluding the SouthCo Records);

(vi) all trade credits, all accounts receivable and all other proceeds, income, revenues or refunds attributable to the ownership and operation of the SouthCo Production Assets prior to the Division Effective Time;

(vii) all claims and causes of action of EPC arising under or with respect to any SouthCo Contracts that are attributable to periods of time prior to the Effective Date (including claims for adjustments or refunds);

(viii) all rights and interests relating to the SouthCo Production Assets (1) under any existing policy or agreement of insurance, (2) under any bond or (3) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property;

(ix) all Hydrocarbons produced and sold from the SouthCo Production Assets prior to the Division Effective Time (excluding, for the avoidance of doubt, any un-sold Hydrocarbons in storage tanks or existing in pipelines or plants (including inventory) and above the pipeline connection or upstream of the sales meter);

(x) all personal property, equipment, fixtures, improvements and similar assets other than the SouthCo Personal Property;

(xi) all of EPC's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;

(xii) all documents and instruments of EPC that are protected by an attorney-client privilege or are treated as work product of an attorney;

(xiii) all data that cannot be disclosed to SouthCo as a result of confidentiality arrangements with Third Parties;

(xiv) all audit rights arising under any of the SouthCo Contracts or otherwise with respect to any period prior to the Division Effective Time or to any of the EPC Assets, except for any Imbalances;

(xv) geophysical and other seismic and related technical data and information relating to the SouthCo Production Assets;

(xvi) all documents prepared or received by or on behalf of EPC with respect to (1) lists of prospective purchasers of SouthCo or the SouthCo Production Assets (or any assets of EPC which have been previously disposed of), (2) bids submitted by other prospective purchasers of SouthCo or the SouthCo Production Assets (or any assets of EPC which have been previously disposed of), (3) analyses by or on behalf of EPC of any bids submitted by any such prospective purchaser, (4) correspondence between or among EPC, its Representatives and any such prospective purchaser and (5) correspondence between EPC or any of its Representatives with respect to any of the bids or offers related to the SouthCo Production Assets;

(xvii) any Hedge Contracts;

(xviii) subject to Section 2.5 of the Separation Agreement, any SouthCo Production Assets that cannot be or are not vested in SouthCo due to contractual or other restrictions;

(xix) any and all employee benefit plans; and

(xx) all other assets set forth on Schedule 2.3(b)(xx) to the Separation Agreement.

## SCHEDULE 3

## LIABILITIES ALLOCATED TO SOUTHCO

(a) All Liabilities with respect to or relating to the SouthCo Production Assets, regardless of whether such Liabilities arose prior to, on or after the Division Effective Time, including Liabilities relating in any manner to the use, ownership or operation of the SouthCo Production Assets but except to the extent that such Liabilities are identified as EPC Liabilities under Section 2.4(b) of the Separation Agreement below, including Liabilities to:

(i) furnish makeup gas and/or settle Imbalances according to the terms of applicable gas sales, processing, gathering or transportation contracts included in the SouthCo Contracts;

(ii) pay working interests, royalties, overriding royalties and other interests, owners' revenues or proceeds attributable to sales of Hydrocarbons, including, subject to Section 2.4(b)(ii) of the Separation Agreement, those held in suspense;

(iii) properly plug and abandon any and all wells and pipelines, including inactive or temporarily or previously abandoned wells located in the SouthCo Area and in which EPC owned an interest prior to the Division Effective Time;

(iv) to replug any SouthCo Wells, SouthCo Wellbore, or previously plugged SouthCo Well on the SouthCo Properties to the extent required or necessary;

(v) dismantle or decommission and remove any SouthCo Personal Property and other property of whatever kind related to or associated with operations and activities conducted on the SouthCo Properties;

(vi) clean up and/or remediate the SouthCo Properties, and restore the surface and subsurface, in accordance with applicable SouthCo Contracts, SouthCo Leases, and Laws;

(vii) provide "free gas," "reduced rate gas," farm tap, or similar arrangements for household, agricultural, domestic or similar uses under the terms of any SouthCo Lease or any rights-of-way or other agreements or arrangements that are related to the ownership and operation of the SouthCo Production Assets;

(viii) perform all obligations applicable to or imposed on the lessee, owner, or operator under the SouthCo Leases and the SouthCo Contracts, or as required by Laws; and

(ix) perform, satisfy or pay the Liabilities set forth on Schedule 2.4(a)(ix) to the Separation Agreement;

provided, however, and notwithstanding anything in this Agreement to the contrary, in no event shall the SouthCo Production Liabilities include Liabilities that arise from or relate to the actual intentional fraud of or by EPC or its Affiliates, or any of their respective directors or officers.

(b) Except as otherwise provided in the Separation Agreement, the following agreements, obligations and Liabilities:

(i) any and all individual employment agreements entered into between EPC or any of its Affiliates and any SouthCo Employee;

(ii) any and all service agreements entered into between EPC or any of its Affiliates and any individual who is an independent contractor providing services exclusively in connection with the ownership and operation of the SouthCo Production Assets;

(iii) any and all wages, salaries, incentive compensation, commissions and bonuses payable to any SouthCo Employees;

(iv) any employment-related Liabilities relating to the SouthCo Employees; and

(v) any and all immigration-related, visa, work application or similar rights, obligations and liabilities related to any SouthCo Employees.

## SCHEDULE 4

## LIABILITIES ALLOCATED TO EPC

(a) All Liabilities other than the SouthCo Production Liabilities, including, but not limited to, Liabilities:

(i) arising from or related to the use, ownership or operation of the EPC Assets;

(ii) arising from or relating to any contract, other than the SouthCo Contracts;

(iii) that are funds held in suspense that are the subject of pending litigation related to the ownership and operation of the SouthCo Production Assets for periods prior to the Division Effective Time (and, notwithstanding anything to the contrary herein, EPC shall retain all cash or other funds set aside for such amounts and such cash or other funds shall be considered EPC Assets);

(iv) for indebtedness for borrowed money or interest thereon; and

(v) arising from or relating to any agreement pursuant to which EPC sold assets (other than in the ordinary course of business) to any Third Party, other than pursuant to a SouthCo Contract.

(b) Except as otherwise provided in the Separation Agreement, the following agreements, obligations and Liabilities:

(i) any and all individual employment agreements entered into between EPC or any of its Affiliates and any EPC Employee;

(ii) any and all service agreements entered into between EPC or any of its Affiliates and any individual who is an independent contractor providing services exclusively for the EPC Business;

(iii) any and all wages, salaries, incentive compensation, commissions and bonuses payable to any EPC Employee;

(iv) all Liabilities relating or owed to Legacy EPC Employees;

(v) any employment-related Liabilities relating to the EPC Employees;

(vi) any and all post-employment medical or life insurance plans and arrangements applicable to EPC Employees;

(vii) all Liabilities arising under any employee benefit plans of EPC; and

(viii) any and all immigration-related, visa, work application or similar rights, obligations and liabilities related to any EPC Employees.

# ANNEX A

## CERTIFICATE OF ORGANIZATION

(See attached)

**PENNSYLVANIA DEPARTMENT OF STATE**
**BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

☐ **Return document by mail to:**

Name

Address

City State Zip Code

☐ **Return document by email to:** _____

Certificate of Organization
Domestic Limited Liability Company
DSCB:15-8821 (rev. 2/2017)

8821

Read all instructions prior to completing. This form may be submitted online at https://www.corporations.pa.gov/.

Fee: $125 ☐ I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of 15 Pa.C.S. § 8821 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company is: Diversified Southern Production LLC
*(designator is required, e.g., "company," "limited" or "limited liability company" or any abbreviation thereof)*

2. *Complete part (a) or (b) – not both:*

(a) The address of this limited liability company's registered office in this Commonwealth is:
*(post office box alone is not acceptable)*

| 625 Liberty Avenue, Suite 1700 | Pittsburgh | PA | 15222 | Allegheny |
|---|---|---|---|---|
| Number and Street | City | State | Zip | County |

(b) The name of this limited liability company's commercial registered office provider and county of venue is:

c/o:

Name of Commercial Registered Office Provider County

3. The name of each organizer is *(all organizers must sign on page 2)*:

Nicole H. King Yohe

4. Effective date of Certificate of Organization *(check, and if appropriate complete, one of the following)*:

☒ The Certificate of Organization shall be effective upon filing in the Department of State.

☐ The Certificate of Organization shall be effective on: _____ at _____.
Date (MM/DD/YYYY) Hour (if any)

5. **Restricted professional companies only.**
*Check the box if the limited liability company is organized to render a restricted professional service and check the type of restricted professional service(s).*

☐ The company is a restricted professional company organized to render the following restricted professional service(s):

- ☐ Chiropractic
- ☐ Dentistry
- ☐ Law
- ☐ Medicine and surgery
- ☐ Optometry
- ☐ Osteopathic medicine and surgery
- ☐ Podiatric medicine
- ☐ Public accounting
- ☐ Psychology
- ☐ Veterinary medicine

6. **Benefit companies only.**
*Check the box immediately below if the limited liability company is organized as a benefit company:*

☐ This limited liability company shall have the purpose of creating general public benefit.

Optional specific public benefit purpose. *Check the box immediately below if the benefit company is organized to have one or more specific public benefits and supply the specific public benefit(s). See instructions for examples of specific public benefit.*

☐ This limited liability company shall have the purpose of creating the enumerated specific public benefit(s):

_____

_____

_____

7. For additional provisions of the certificate, if any, attach 8½ x 11 sheet(s).

IN TESTIMONY WHEREOF, the organizer(s) has (have) executed this Certificate of Organization this

13th day of July, 20 18.

Nicole H. King Yone
Signature

Signature

Signature

CT
a Wolters Kluwer business

CT Corporation
Two Commerce Square
2001 Market Street, 5th Floor
Philadelphia, PA 19103

215.563.7397 tel
215.563.7773 fax
www.ctlegalsolutions.com

July 13, 2018

TO WHOM IT MAY CONCERN

C T Corporation System hereby releases the following name reservations this date.
To Esquire Assist, Ltd. for the purposes of filing statements of Division.

Diversified Southern Midstream, LLC
Diversified Southern Production, LLC

Very truly yours,

Ann J. Williams
Sr. Customer Specialist