



NORTHERN OHIO NEWS

From Your Chapter President

Welcome to our Summer 2012 newsletter. The Northern Ohio Chapter has been busy recently with chapter luncheons, Young Professional forums, and educational classes. At the annual RMA Chapter Leaders Conference in Oklahoma City in June, our Chapter was selected for the Gold Circle Award for Excellence. The award recognizes outstanding Chapter initiative in the area of Leadership, Communications, Membership Development and Programming. This is a singular honor and is a testament to the hard work and dedication of our Chapter's Officers and Board members

RMA is wrapping up the fiscal year and all chapters are preparing for the 2012-13 year ahead. Our Chapter's annual planning meeting will occur this month. Our Board will vote on a slate of Officer Nominations and there will be an installment of several new Board members and Committee Chairs. In addition, we will be registering the Northern Ohio Chapter as an Unincorporated Nonprofit Association with the State of Ohio. This will distinguish our Chapter as a professional organization and offer many tangible benefits to the Officers and Board members.

As this year draws to a close, I would like thank you for the opportunity to serve as Chapter President for the past two years. I am proud of our accomplishments and feel extremely fortunate to be associated with so many wonderful and talented members. I also extend my deepest gratitude to the Board for their continuous contribution to RMA and our Northern Ohio Chapter.

Jim Horner – Chapter President



Visit us on LinkedIn – RMA Northern Ohio
View upcoming events on our group page -
RMA Northern Ohio Chapter

2011–12 Northern Ohio Chapter Officers, Committee Chairs and Board Members

President Jim Horner PNC James.horner@pnc.com	Vice President Richard Wilson Federal Reserve Bank Richard.a.wilson@clev.frb.org
Secretary-Treasurer Sharon Weinstein, CRC PNC sharon.weinstein@pnc.com	Advisory Board Nicol Halishak, CRC FirstMerit nicol.halishak@firstmerit.com
Program Chair Mary Martin KeyBank mary_martin@keybank.com	Board Member John Hecker KeyBank john_hecker@keybank.com
Advisory Board – Past President Mark Meder Federal Reserve of Cleveland mark.s.meder@clev.frb.org	Communication Chair Donald Miehls Esq. Walter & Haverfield LLC DMiehls@walterhav.com
Young Professional Committee Chair Cameron J. Eckstein KeyBank Cameron_j_Eckstein@keybank.com	Membership Committee Chair Andrew Lamb KeyBank Andrew_lamb@keybank.com
Chapter Administrator Linda A. Russell KeyBank Linda_A_Russell@keybank.com	

CALENDAR OF EVENTS

**SAVE THE DATE!!!
SCARY LENDING STORIES LUNCHEON
OCTOBER 16, 2012**

CHECK YOUR E-MAILS SOON FOR REGISTRATION INFORMATION.

2012 EDUCATION CLASSES

Building Small Business Loan Relationships
October 22-23, 2012
Event # 343802F Product Code: CHP

Receive 10% discount when you register 30 days or more before the start of the course!

WELCOME TO OUR NEW MEMBERS!

Debbie Kline, Citizens Banking Company
Amanda Mockbee, Dollar Bank
Deniz Liebau, Federal Reserve Bank
Daniel Eberhardt, KeyBank
Edward Stotter, KeyBank
Evan Swank, KeyBank
Felipe Covarrubias, KeyBank
Jing Wang, KeyBank
Johnetta D. Windsor-Green, KeyBank
Kelly Maione, KeyBank
Lance Hattendorf, KeyBank
Vilen Abramov, KeyBank
William Schumacher, KeyBank
Andrew Place, RBS Citizens Bank

IN CASE YOU MISSED IT!

RECAP:

Industry Outlook Spring Luncheon

with Jack Wixted

Chair, Board of Directors

The Risk Management Association

May 10, 2012



The RMA Northern Ohio Chapter hosted this year's Spring Luncheon at Marriott's "The Club" in downtown Cleveland. A magnificent setting mirrored Jack Wixted's thought-provoking commentary on the current lending industry and trends in mortgage lending. Thanks to all who attended: Case Western Reserve University, Federal Reserve Bank of Cleveland, FirstMerit, Great Lakes Business Credit, KeyBank, Ohio Commerce Bank, Pershing Consulting, PNC, RBS Citizens, Third Federal Savings, Thompson Hine Flory, Walter Haverfield.

Volunteer Spotlight



Nicol Halishak, CRC

[RMA: What's In It For Me, and What's Available for You](#)
RMA has been a valuable part of my professional career and personal life for almost 15 years now, and I only have plans to continue expanding my involvement. As a member-driven organization, many active associates volunteer time and talents to promote RMA's Mission – advancing sound risk principles in the financial services industry. My involvement began locally with the Northern Ohio Chapter in 1999, when I accepted the position of Treasurer. From there, I moved through other officer positions, including serving as Chapter President for two years, and I continue to serve as an advisory board member. I've also been involved with RMA at a national level, participating in the Chapters & Membership Council as well as the CRC Item Writing and Review Committee.

Why stay active with RMA? It's simple – RMA gives me the opportunity to work closely with others in the financial services industry, collaborating to bring Chapter members programs, educational offerings, and networking events.

RMA also provides a safe environment for sharing best practices with others in the industry – no proprietary secrets but general information. Being an active RMA member provides an industry venue for developing and advancing skills in leadership, management, team work, public speaking, event planning and organization. The business and personal relationships I've established throughout the years have proven to be beneficial to me personally. In addition, my membership provides value for my employer, as RMA keeps me connected to others in the industry – locally and nationally – and keeps me current on today's risk topics.

As with any volunteer organization, the payback is what you make of it. For me, the investment I've made has been well worthwhile, and I hope my contribution to RMA has benefited the organization as well.

If you are interested in becoming more active with RMA and would like to discuss opportunities, please call me at 330-384-7130

Achieving “Just Right” Risk with ERM

First United Bank CEO Greg Massey and chief credit and risk officer Stephen Phillips discuss the benefits of their recently implemented enterprise risk management (ERM) program. They don’t want their risk to be over-controlled or under- controlled. Like Goldilocks, they want their bank’s risk to be “just right.” Stacy Germano, RMA’s associate director of enterprise risk management, and Kathleen M. Beans, editor of *The RMA Journal*, talked with both.

RMAJ: What led you to consider the use of ERM for First United Bank?

Massey: We recently went through a three-and-a-half-year period when our assets grew from \$1 billion to \$2 billion. I knew that we needed a systematic approach that would allow us to know that our risk and control processes were staying in place throughout the organization. We started looking at best practices to align the risk management of the bank within First United Bank’s culture and our stakeholder model.

As our chief risk and credit officer, Stephen [Phillips] has been very involved in putting this in place for First United Bank.

Phillips: We’ve spent a lot of time developing and articulating our stakeholder model throughout the company. It’s Greg’s vision and work, and it’s crucial to the alignment of ERM.

Massey: We’re truly a purpose-driven company that strives to help our stakeholders—which are our customers, employees, shareholders, vendors and suppliers, and our communities—find their paths to success. It’s not about making a loan, but it’s truly doing what’s right for that customer time and time again. Enterprise risk management is a very appropriate method to serve our matrix of stakeholders.

Phillips: It’s unique for any bank, particularly one of our size, to have gone through the thoughtful and purposeful exercise of articulating and defining what we do, and then to balance how we serve the needs of all five stakeholder groups. Although it’s not easy to accomplish, we truly believe that when we do it successfully, we fulfill the purpose of the organization. ERM is a key component of that effort, helping us stay aligned to our purpose and aligned with our stakeholders.

RMAJ: Was it challenging to gain buy-in from your board for the ERM program?

Massey: The board loved it. From day one, they recognized the need. They understood what we were doing and why. It was a lot harder sell to the executive team because, from time to time, ERM highlights changes that need to take place. ERM’s systematic way of reviewing processes throughout the organization meant that the board and, of course, I, as CEO, became aware of these needs. Managers would rather be the ones telling me about the areas of weakness versus having a systematic process highlight them.

With our ERM system, the board and I get quarterly reports of every risk area in the organization. Risk professionals monitor and control risks, reporting on those risks and controls on a quarterly basis. We get a more thorough look at the whole organization four times a year.

To read this article in its entirety, please visit our website: <http://www.rmahq.org/tools-publications/the-rma-journal>.

Follow *The RMA Journal* on [Facebook](#) or [Twitter](#).

Career Moves: Join RMA Today!

TOP 5 REASONS TO INVEST IN YOUR FUTURE BY JOINING RMA

1. Increase your exposure to the banking industry.
2. Use RMA’s resources to become a resource!
3. Expand your network of professional contacts outside of your own institution.
4. Create your own professional edge via RMA information, training, and updates.
5. Get involved and increase your own skill set: leadership, teamwork, presentation, and delegation skills.

www.rmahq.org.

Joining RMA is an investment in yourself and your future. Make that investment!

RMA Credit Risk Certification

Why RMA-CRC?

In today's rapidly changing financial services industry, you need practical, day-to-day knowledge that will help you excel in your profession. You need the latest skills—skills that are current and complete. And you need the demonstrated ability to serve a diverse base of clients. Plus, you need all of your knowledge, skills, and abilities to be validated by a respected organization like RMA. For more information, check out our website: www.rmahq.org

Career Corner –

Prudent Lending: As Easy as A B C

by Lee B. Murphey

Who said bankers aren't creative? Lee Murphey let his mind expand beyond the Cs of credit to check out the rest of the alphabet in the August 1991 issue of RMA's Commercial Lending Newsletter. When approached to introduce this issue of *The RMA Journal*, which the Editorial Advisory Board referred to as a basic "blocking and tackling" issue, he offered that you can't get much more basic than A-B-C.

A *Repayment.* You must be able to identify several sources of repayment to provide adequate avenue for the ultimate liquidation of debt.

B is for batting average. A big-league baseball player is considered a star if his batting average is .300. Big-leaguers in lending must bat .995. Charge offs should be half of 1% or less.

C is for the Cs of credit. These timeless fundamentals of collateral, and conditions should be part of your checklist.

D is for documentation. Many loan decisions are based on the assumption that certain elements of risk can be controlled with collateral. This statement demands that the procedures required to perfect the bank's liens properly must be followed.

E is for exceptions. Most banks have systems designed to monitor the continuing quality of loans. You must monitor exceptions to policies within your portfolio to ensure continuing compliance.

F is for financial statements. You should know how to read, and understand thoroughly these measures of a customer's financial progress and capacity to repay.

G is for good faith. Lender liability issues require that lending be conducted on a high moral, ethical, and professional plane. Customers deserve fair treatment and competently delivered services.

H is for help! You must be provided the means to seek assistance on any issue and should be encouraged to get it wherever and whenever necessary.

I is for investigation. The critical first step in processing the loan request must be an investigation into the customer's willingness to honor his or her commitments.

J is for jack-of-all trades. Those of us in small and medium-sized banks especially must be generalist. We must know about a wide variety of practices, principles, and products.

K is for knowledge. Most professions keep abreast of changes and developments within their respective fields by reading professional journals and taking advantage of other sources of information and training vital to their continuing competency. This practice must also be true for you.

L is for liquidity. In the final analysis, the only commodity that repays a loan is cash. Liquidity is the measure of a customer's ability to raise cash, a point you must understand.

M is for management. Vital to the success of any enterprise, a company's management is extremely difficult to assess accurately. You must know your customer because, ultimately, "...companies don't pay loans-people do.

To read this article in its entirety, please visit:

http://www.rmahq.org/File%20Library/Chapters/Chapters%20PDF%20files/Prudent_Lending_As_East_as_A_BC.pdf

Career Reads:

Realism in Lending: Anchor Your Bank in a Sound Credit Culture

By P. Henry Mueller and William W. Sihler, longtime RMA associates, distill decades of banking experience and hard-earned wisdom into this volume. The authors call for banks to institute a sound credit culture that is explicitly stated and understood by all and that anchors every credit decision. The key is to create a brief, clearly written, and widely circulated credit policy that is embedded in an institution's risk appetite framework and enforced by the CEO with board support.

This book is a quick read and excellent reference guide.

<http://ebiz.rmahq.org/eBusPPRO/Default.aspx?TabId=55&ProductId=1472367>

YOU CAN'T FORECLOSE OUT THAT OIL AND GAS LEASE!

Survival of an Oil and Gas Lease After a Sheriff's Sale

By: *Donald E. Miehls, Esq.* Walter & Haverfield LLP

Examining a title insurance commitment before the closing of a mortgage loan in Ohio is standard practice for a loan officer and/or the attorney representing the lender in the transaction. When a lender examines a title insurance commitment, he or she accepts that the new mortgage will be subordinate in priority to existing easements and, depending on the circumstances, most leases against the property. The lender may require, as a condition to closing the mortgage loan, that the tenant under an existing lease subordinate the lease to the new mortgage. Conversely, the lender makes the mortgage loan with the understanding that, with a few exceptions, easements, liens, and leases that are filed for record after the filing of the new mortgage will be subordinate in priority to that mortgage, unless the lender subordinates the mortgage to the easement, lien, or lease.

Any lien, lease, or other encumbrance that has priority over a mortgage, whether by time of filing or because the mortgage holder subordinated its mortgage, is not "extinguished" in a foreclosure action, and remains as an encumbrance against the property after the Sheriff's sale. On the other hand, with a few exceptions, liens, leases, and other encumbrances that are junior in priority to the mortgage generally are extinguished by a Sheriff's foreclosure sale on the mortgage, and the foreclosure purchaser takes title to the property free and clear of those subordinate encumbrances.

Some exceptions to the rule that subordinate encumbrances are cleared from title upon a Sheriff's foreclosure sale include an oil or gas lease, a pipeline agreement, and "other instrument[s] related to the production or sale of oil or natural gas," as codified in Section 1509.31(D) of the Ohio Revised Code. For the sake of brevity, we'll refer to those exceptions as "oil and gas leases" in this article. Section 1509.31(D) became effective as of June 30, 2010, to protect oil and gas companies that expend time, effort, and capital in negotiating oil and gas leases, constructing wells, and extracting oil and gas from the subsurface.

The survival of oil and gas leases following a Sheriff's foreclosure sale in Ohio is now recognized in title insurance policies. Schedule B of a title policy for property purchased at a Sheriff's sale, and all other property, will now include an exception from coverage for "coal, oil, natural gas or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted, or reserved."

To be eligible to survive a Sheriff's foreclosure sale, an otherwise subordinate oil and gas lease must not be in default. For example, the lessee under the lease must have paid all required royalties to the surface owner. Section 1509.31 does not make any distinction between a parcel containing an oil or gas well and a parcel that is merely part of multiple parcels comprising a "horizontal" drilling pool or unit. Nor does the statute distinguish between producing and non-producing wells, so that even an oil and gas lease for a non-producing well, if the lease is not in default, could survive a Sheriff's foreclosure sale.

Specifically, Section 1509.31(D) states that an eligible oil and gas lease has priority over all other liens, claims, or encumbrances on the property, so that the oil and gas lease is not terminated or extinguished upon a Sheriff's mortgage foreclosure sale of the property. The statute goes on to state that, if the owner of the property was entitled to oil and gas royalties before the foreclosure sale, the oil or gas royalties will be paid to the purchaser of the foreclosed property.

Some mortgages now provide that the mortgagor is in default of the mortgage if he or she enters into a lease agreement for the extraction of minerals from the property without the lender's prior written consent. Given the language in Section 1509.31(D), however, even if the mortgagor defaults on the mortgage by entering into an oil and gas lease without lender consent, arguably, the oil and gas lease would survive a foreclosure sale anyway.

If the mortgage lender is the successful bidder at a Sheriff's sale of property subject to an oil and gas lease, and takes the property into REO, the royalties resulting from the lease could make the property attractive to a third party investor, especially if the royalties are at or above current market rates.

But what if a well is no longer generating royalties and the lender wants to remove the oil and gas lease as an encumbrance on the title to the property? Fortunately, Ohio law provides several remedies to property owners to extinguish expired, defaulted, or non-producing oil and gas leases. The most common remedies include an action to cancel the lease, a proceeding to forfeit the lease, and extinguishment of the lease by abandonment. Each remedy has certain requirements that must be satisfied in order for the lease to be extinguished.

Action to Cancel an Oil and Gas Lease

Under Section 5301.09 of the Ohio Revised Code, all leases under which the surface owner has granted to the lessee the right "to operate or to sink or drill wells [on land] for natural gas and petroleum, or either, or pertaining thereto," must be filed for record with the recorder of the county where the land is located.

Arguably, because of the "pertaining thereto" language in Section 5301.09, not only must leases of parcels on which a well will be drilled be recorded, but also leases under which oil or natural gas will be extracted through underground horizontal drilling. Under horizontal drilling, a well drilled on one parcel may extract oil or gas from that parcel and from other parcels within a defined drilling unit. Under horizontal drilling, a well extracts oil or gas through underground horizontal piping that may stretch across multiple parcels. Therefore, an oil or gas lease covering such multiple parcels should be filed for record with the county recorder.

Section 5301.09 provides that, if the lessee (the oil and gas company), or his successor or assign (each, a "Lessee"), breaches a covenant in the lease, or if the lease expires, the Lessee must release the lease in the office of the county recorder, at no cost to the surface owner. An example of a covenant breach would be the lessee's failure to pay royalties to the surface owner, as required by the terms of the lease.

Therefore, if the owner of a parcel subject to an oil and gas lease believes that the lease has expired or that the Lessee has breached a covenant of the lease (and the surface owner wants to terminate the lease), the surface owner should make a written demand upon the Lessee to file a termination or release of the oil and gas lease in the county recorder's office.

What if the Lessee refuses to record a termination or release? The surface owner could then file an action under Section 5301.10 of the Ohio Revised Code to have the local court of common pleas declare the lease cancelled and no longer an encumbrance against the property. A surface owner can file an action to cancel an expired or defaulted oil and gas lease under Section 5301.10, whether or not oil or natural gas is currently being extracted from his or her property.

Forfeiture of an Oil and Natural Gas Lease

If an oil and gas lease has expired or the Lessee has breached a covenant of the lease, *and* no "producing or drilling" oil or natural gas well is on the property, the property owner has the additional remedy of instituting forfeiture proceedings under Section 5301.332 of the Ohio Revised Code.

An oil and natural gas lease is subject to forfeiture under Section 5301.332 of the Ohio Revised Code if:

- (1) No *producing or drilling* oil or natural gas well is on the subject property, and
- (2) Either (a) the lessee, or his successor or assign, has failed to abide by "specifically described covenants provided for in the lease," or (b) the term of the lease has expired.

If the oil and gas lease meets the above qualifications, the surface owner can serve the Lessee with a notice of intent to declare the lease forfeited under Section 5301.332. The surface owner must serve the notice by certified mail, at the Lessee's last known address. If the surface owner cannot obtain service of the notice on the Lessee by certified mail, the surface owner can publish the notice of forfeiture in a newspaper of general circulation in the county where the subject land is located.

Before attempting to serve the notice of forfeiture, however, the surface owner should examine the lease to make sure that it does not contain any provision requiring prior notice to the Lessee, and/or any right to cure provision, before the surface owner may initiate forfeiture proceedings.¹ The surface owner's failure to satisfy any such condition precedent to forfeiture could result in a court declaring that the lease remains valid.

Section 5301.332 sets forth the required contents of the notice of forfeiture, including a statement that the surface owner intends to file for record an affidavit of forfeiture with the county recorder if the Lessee fails to release the lease of record within 30 days from the date of (a) the Lessee's receipt of the notice of forfeiture, or (b) the date of the newspaper publication of the notice, whichever is applicable.

After 30 days, but not more than 60 days, from the Lessee's receipt of the notice of forfeiture or the date of publication of the notice of forfeiture, whichever is applicable, the surface owner can then file his or her affidavit of forfeiture with the recorder of the county where the land is located.

Section 5301.332 describes the required contents of the affidavit of forfeiture, including, among others, that:

- (1) (a) the Lessee has failed and neglected to comply with specifically described covenants in the lease, and the facts supporting that failure, or (b) the lease has expired;
- (2) There are no producing or drilling oil or gas wells on the leased premises;
- (3) The lease has been forfeited and is void; and
- (4) The notice of forfeiture was served on the Lessee, or was published, and the manner and time of service or publication.

Section 5301.332 provides that, if the Lessee believes that the oil and gas lease remains in full force and effect, the Lessee has until the 60th day following the date of receipt of a notice of forfeiture, or the date of its publication, as applicable, to (a) notify the surface owner of the Lessee's claim, and (b) file an affidavit with the recorder of the county where the land is located. The Lessee's affidavit must state that the lease has not been forfeited, and that the Lessee still claims that the lease is in full force and effect. Section 5301.332 is silent as to what happens if a Lessee files an affidavit to protect his claim. Presumably, either the surface owner or the Lessee could file an action in the court of common pleas to have the court determine whether the lease remains valid.

On the other hand, if the Lessee fails to provide notice of his or her claim to the surface owner within the 60-day period, the surface owner can then instruct the county recorder to note on the margin of the recorded lease that the lease has been cancelled through the recordation of the surface owner's affidavit of forfeiture. From that point forward, absent the judgment of a court to the contrary, the lease is no longer an encumbrance on the surface owner's title.

At least one Lessee has been able to resurrect a forfeited oil and natural gas lease through an action in the court of common pleas, even though the Lessee did not record its own affidavit of claim under Section 5301.332.² Apparently the court considered the Lessee's complaint in the action to be a "notice" of claim under Section 5301.332. The better practice for a Lessee, however, would be to file an affidavit of claim within the 60-day period, and then file a lawsuit to obtain a judicial determination of the validity of the lease.

¹ See *Wuenschel v. Northwood Energy Corp.*, 11th Dist. No. 2008-A-0039, 2008-Ohio-6879 (lease required surface owner to give 90-day notice of default to oil and natural gas lessee before taking forfeiture action under Section 5301.332).

² *Burlington Resources Oil & Gas Co. v. Cox*, 133 Ohio App.3d 543, 2000-Ohio-144, 729 N.E.2d 398 (1999).

Abandonment of an Oil and Gas Lease

In addition to the forfeiture remedy, a property owner, including a lender owning an REO property in Ohio, can seek to extinguish an oil and gas lease under Section 5301.56 of the Ohio Revised Code. Section 5301.56 is often referred to as the Dormant Mineral Act and forms part of Ohio's Marketable Title Act, which is codified in Sections 5301.47 through 5301.56.

Section 5301.56 sets forth a procedure by which a property owner can have a "mineral interest," including a leasehold interest in oil and gas, deemed abandoned. The surface owner of land that is subject to an oil and gas lease, whether or not a well is situated on the surface owner's land, may seek to have the mineral interest abandoned under Section 5301.56.

The surface owner must meet the conditions stated in Section 5301.56 to have the oil and gas interest deemed abandoned, including, among others, non-production of oil and gas for 20 years. Even if a well has not produced any oil or gas for 20 years, however, the mineral interest is preserved if, within the 20-year period, the holder of the mineral interest filed a claim to preserve the interest with the recorder of the county where the land is located. The required contents of such a claim are set forth in Section 5301.56(C).

Section 5301.56 describes the procedure to obtain abandonment. The property owner must serve a notice of abandonment on the holder of the mineral interest. Then, between 30 and 60 days following service of the notice, the property owner must file an affidavit of abandonment with the recorder of the county where the land is located. The holder of the mineral interest can preserve that interest by filing with the county recorder his or her own claim to preserve the mineral interest, or an affidavit. The holder must file the claim or affidavit no later than the 60th day following the date of service of the notice of abandonment.

The claim to preserve the mineral interest must comply with Section 5301.56(C), while an affidavit to preserve a mineral interest must state that at least one of the events included in Section 5301.56(B)(3) occurred before the service of the notice of abandonment. The occurrence of such an event renders the mineral interest ineligible for abandonment.

If the owner of the mineral interest fails to file a claim or an affidavit within the 60-day period, the surface owner can then instruct the county recorder to note on the recorded oil and gas lease, or other record of the mineral interest, that the mineral interest has been abandoned. The surface owner then becomes the owner of the abandoned mineral interest.

If the Lessee under an oil and gas lease has filed a claim or affidavit that the well has produced oil or natural gas within the 20-year period, the Lessee or the property owner could then file an action in the court of common pleas to have the court determine whether the well has been abandoned under Section 5301.56.

Conclusion

A qualified oil and gas lease enjoys the special protection under Ohio law of surviving a mortgage foreclosure action. The lender, or other purchaser, who obtains title to property subject to a non-producing oil and gas lease has several remedies to extinguish that lease, depending on the circumstances, including cancellation, forfeiture and abandonment.

With the discovery of oil and gas in the deep subsurface of the Utica shale in eastern Ohio, many property owners are receiving substantial bonuses to enter into an oil and gas lease. The remedies discussed above afford a property owner the opportunity to extinguish an expired or non-producing lease, and enjoy the substantial signing bonus, and generous royalties, that now come with a lease for oil and gas rights in the Utica shale region.

This overview is intended as general information only. Please note that this information is not legal advice. The reader should consult an attorney with knowledge in this area of the law to determine how the information applies to any specific situation.

Thanks to John W. ("Jack") Waldeck, Jr., Esq., for his assistance in editing this article.