
**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, NORTHERN DIVISION**

MC OIL and GAS, LLC, a Nevada limited liability company,

Plaintiff,

vs.

UPL THREE RIVERS HOLDINGS, LLC, a Delaware limited liability company, and AXIA ENERGY, LLC, a Delaware limited liability company,

Defendants.

SPECIAL VERDICT

Case No. 1:15-cv-00038

Judge David Nuffer

MEMBERS OF THE JURY:

When filling out this Verdict form, please follow the directions provided throughout the form. Read the questions and directions carefully. They explain the sequence in which the questions should be answered.

Your answer to each question must be unanimous.

Some of the questions contain legal terms that are defined and explained in the Jury Instructions. Please refer to the Jury Instructions if you are unsure about the meaning or usage of any legal term that appears in the questions.

If you find that the evidence favors the issue by a preponderance, answer “Yes.” If you find that the evidence is so equally balanced that you cannot determine a preponderance of the evidence, or if you find that the greater weight of the evidence is against the issue, answer “No.”

1. Does the Agreement between MC Oil and Axia obligate Defendants to sell and deliver 1,000 barrels of wax crude oil per day to MC Oil?

Yes _____

No _____

If you answered Question No. 1 “Yes,” then answer Question No. 3. If you answered Question No. 1 “No,” then answer Question No. 2.

2. Has MC Oil proven Defendants were obligated to sell and deliver 1,000 barrels of wax crude oil per day to MC Oil because:

- (a) Defendants made a statement or admission, or acted or failed to act in evidenced that Defendants are obligated under the contract to sell and deliver 1,000 barrels of oil per day;
- (b) MC Oil reasonably acted or failed to act as a result of Defendants’ statement, admission, act, or failure to act; **and**
- (c) MC Oil would be injured if Defendants were permitted to contradict or repudiate its prior statement, admission, act or failure to act.

Yes _____

No _____

If you answered Question No. 2 “Yes,” then answer Question No. 3. If you answered Question No. 2 “No,” then proceed to the Certification statement at the end of this Verdict form.

3. Did Defendants breach their obligation to sell and deliver to MC Oil 1,000 barrels of black wax crude oil per day from May 1, 2013 through April 30, 2020?

Yes _____

No _____

If you answered Question No. 3 “Yes,” then answer Question No. 4. If you answered Question No. 3 “No,” then proceed to the Certification statement at the end of this Verdict form.

4. Did Defendants’ breach of the obligation to sell and deliver to MC Oil 1,000 barrels of black wax crude oil per day from May 1, 2013 through April 30, 2020 cause damages to MC Oil?

Yes _____

No _____

If you answered Question No. 4 “Yes,” then answer Question No. 5. If you answered Question No. 4 “No,” then proceed to the Certification statement at the end of this Verdict form.

5. What amount of damages was caused to MC Oil by Defendants’ breach of their obligation to sell and deliver to MC Oil 1,000 barrels of black wax crude oil per day from May 1, 2013 through April 30, 2020?

\$ _____

Proceed to the CERTIFICATION statement at the end of this Verdict form.

CERTIFICATION

We, the jury, unanimously agree to the answers to the foregoing questions and return this form as our Verdict in this case.

The foreperson must sign and date this Verdict form and inform the bailiff that the jury has reached a verdict. The verdict is not final until accepted by the court.

DATED this ____ of November, 2015.

Jury Foreperson