

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KANSAS CORPORATION COMMISSION
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Form KSONA-1

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**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

**UNIT AGREEMENT
(PLAN OF UNITIZATION)
WEST JIMMY UNIT
THOMAS COUNTY, KANSAS**

THIS UNIT AGREEMENT (“Agreement”) is entered as of the ___ day of _____, 2018, by the parties who have signed the original of this instrument, a counterpart of it, or other instrument agreeing to be bound by its provisions.

WITNESSETH:

WHEREAS, in the interest of the public welfare, to promote conservation and increase the ultimate recovery of oil, gas, and associated minerals from the West Jimmy Field, situated in Thomas County, Kansas, and to protect the rights of the owners of interests in the lands included in the Unit Area, it is deemed necessary and desirable to enter into this Agreement to unitize the Oil and Gas Rights in and to the Unitized Formations in order to conduct secondary recovery, pressure maintenance or other recovery program.

NOW, THEREFORE, in consideration of the mutual benefits herein, it is agreed as follows:

**ARTICLE 1
DEFINITIONS**

As used in this Agreement, the following terms shall have the following meaning:

1.1 **Oil and Gas Rights** are the rights to explore, develop and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds from such production.

1.2 **Outside Substances** means all substances obtained from any source other than the Unitized Formations and which are injected into the Unitized Formations.

1.3 **Royalty Interest** is a right to, or interest in, any portion of the Unitized Substances, or proceeds from them, other than a Working Interest, and including severed mineral interests.

1.4 **Royalty Interest Owner** is a party who owns a Royalty Interest.

1.5 **Tract** is a portion of the land making up the Unit Area and given a Tract number in Exhibit A.

1.6 **Well Participation** is the percentage shown in Exhibit A, Part 3 for allocating Unitized Substances to a given well.

1.7 **Unit Area** is the land making up the entire unit to which this Agreement becomes effective or extended, and is described by Tracts in Exhibit A, Part 1 and shown in Exhibit B, Part 1.

1.8 **Unit Equipment** is all personal property, leases and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for use in Unit Operations.

1.9 **Unit Expenses** are all costs, expenses or indebtedness incurred by the Working Interest Owners or Unit Operator for or on account of Unit Operations, or as designated in this Agreement.

1.10 **Unit Operating Agreement** is that certain agreement entitled "Unit Operating Agreement, West Jimmy Unit, Thomas County, Kansas," of the same effective date as this Agreement, and which is entered into by the Working Interest Owners.

1.11 **Unit Operations** are all operations conducted by the Working Interest Owners or Unit Operator for or on account of the development and operation of the Unit Area for the production of Unitized Substances.

1.12 **Unit Operator** is the Working Interest Owner designated by the Working Interest Owners under the Unit Operating Agreement to develop and operate the Unit Area.

1.13 **Unit Participation** of a Working Interest Owner is the sum of the percentages obtained by multiplying the Working Interest of such Working Interest Owner in each well by the Well Participation of such well.

1.14 **Unitized Formations** is the subsurface portion of the Unit Area, including, but not limited to, the Johnson, Myrick Station, Pawnee and Lansing-Kansas City formations, and commonly known or described as follows: that stratigraphic interval between the top of the Lansing Formation, of Pennsylvanian age, and the base of the Johnson Formation, at a depth of 4750 feet. The top of the Lansing Formation is defined as that point located at a depth of 4114 feet below the surface (KB) in the James BE #2 Well located in the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section 23, Township 10 South, Range 34 West, Thomas County, Kansas.

1.15 **Unitized Substances** are all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate, and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formations.

1.16 **Working Interest** is an interest in Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, including a carried interest, which interest is chargeable with and obligated to pay, either in cash or out of production or otherwise, all or a portion of the cost of drilling, developing, producing, and operating the Unit Area. Any interest in Unitized Substances which is a Working Interest as of the date the owner executes or ratifies this Agreement, or which, at any later time, becomes a Working Interest, shall then be treated as a Working Interest for all purposes of this Agreement.

1.17 **Working Interest Owner** is a party who owns a Working Interest. The owner of Oil and Gas Rights that are free of lease or other instrument conveying the Working Interest to another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of that interest in Unitized Substances, and as a Royalty Interest Owner with respect to the remaining one-eighth (1/8) interest.

**ARTICLE 2
EXHIBITS**

2.1 **Exhibit A** is a schedule that describes each Tract in the Unit Area and shows its Well Participation. The four parts of Exhibit A are as follows:

Part 1 – Description of Tracts and Leases

Part 2 – Ownership of Wells

Part 3 – Well Participation

Part 4 – Unit Interests

2.2 **Exhibit B** is a map that shows the boundary lines of the Unit Area and the Tracts.

2.3 **Reference to Exhibits.** When reference is made to an Exhibit, it is to the Exhibit as originally attached, or, if revised, to the last revision.

2.4 **Exhibits Considered Correct.** An Exhibit shall be considered correct until revised as provided for in this Agreement.

2.5 **Correcting Errors.** The shapes and descriptions of the Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse Royalty Interest or Working Interest ownership on the Effective Date, should be divided into more than one Tract, or that any mechanical miscalculation has been made, Unit Operator, with the approval of the Working Interest Owners, may correct the mistake by revising the Exhibits to conform to the facts. The revision shall not include any re-evaluation of engineering or geological interpretations used in determining Well Participation. Each such revision of an Exhibit shall be effective at 7:00 a.m. Central Standard Time on the first day of the calendar month following the filing for record of the revised Exhibit, or on any other date as may be determined by the Working Interest Owners and set forth in the revised Exhibit.

2.6 **Filing Revised Exhibits.** If an Exhibit is revised pursuant to this Agreement, Unit Operator shall certify and file the revised Exhibit for record in the county or counties in which notice of this Agreement is filed.

**ARTICLE 3
CREATION AND EFFECT OF UNIT**

3.1 **Oil and Gas Rights Unitized.** All Oil and Gas Rights of the Royalty Interest Owners and the Working Interest Owners in and to the Unit Area are hereby unitized insofar as the respective Oil and Gas Rights pertain to the Unitized Formations, so that Unit Operations may be conducted as if the Unit Area had been included in a single lease executed by all Royalty Interest Owners, as lessors, in favor of all Working Interest Owners, as lessees, and as if the lease contained all of the provisions of this Agreement.

3.2 **Personal Property Excepted.** Subject to the terms of the Unit Operating Agreement, all lease and well equipment, materials, and other facilities placed by any of the Working Interest Owners in the Unit Area, whether before or after the Effective Date, shall be deemed to be and shall remain personal property belonging to, and may be removed by, such Working Interest Owner.

3.3 **Amendment of Leases and Other Agreements.** The provisions of the various leases, agreements, division and transfer orders, or other instruments pertaining to a Tract or Tracts, or the production therefrom, are amended to the extent necessary to make them conform to this Agreement, but otherwise shall remain in effect.

3.4 **Continuation of Leases and Term Interests.** Unit Operations conducted on any part of the Unit Area, or production from any part of the Unit Area, shall be considered as production from, or operations upon, each Tract, and such production or operations shall continue in effect, each lease and each term Royalty Interest as to all lands within the Unit Area, just as if such operations were conducted on, and as if a well had been drilled on, and was produced from, each Tract.

3.5 **Titles Unaffected by Unitization.** Nothing herein shall be construed to result in the transfer of title to Oil and Gas Rights by any party to any other party or to Unit Operator. The intention of this Agreement is to provide for the cooperative development and operation of the Tracts and for the sharing of Unitized Substances.

3.6 **Injection Rights.** Unit Operator has the right to inject into the Unit Area any substances, in whatever amounts Unit Operator deems expedient for Unit Operations, together with the right to drill, use and maintain injection wells in the Unit Area, and to use any non-producing or abandoned wells or dry holes, and any producing wells completed in the Unitized Formations.

3.9 **Development Obligation.** Nothing in this Agreement shall relieve the Working Interest Owners from the obligation to reasonably develop, as a whole, the lands and leases committed to and included in the Unit Area.

3.10 **Leases Ratified.** Each Royalty Interest Owner, by execution hereof, does hereby ratify, adopt and confirm the oil and gas lease(s) described in Exhibit A, Part 1, insofar as the leases(s) cover(s) lands in which such Royalty Interest Owner owns a mineral interest, including any reversionary interest(s), in all of its/their terms and provisions, and does hereby agree and declare that the oil and gas lease(s) is/are binding upon them and is/are valid and subsisting, as of the Effective Date.

ARTICLE 4 PLAN OF OPERATIONS

4.1 **Unit Operator.** The Working Interest Owners are concurrently entering into the Unit Operating Agreement, designating Slawson Exploration Company, Inc. as the Unit Operator. Unit Operator shall have, subject to the Unit Operating Agreement, the exclusive right to conduct Unit Operations. If there is any conflict between this Agreement and the Unit Operating Agreement, this Agreement will govern.

4.2 **Method of Operation.** To the end that the quantity of Unitized Substances ultimately recoverable may be increased and waste prevented, Unit Operator shall, with diligence, and in accordance with good engineering and production practices, engage in pressure maintenance or secondary recovery operations by injecting water, gas or other fluids or substances, or combinations thereof, as necessary or desirable to attempt to increase ultimate recovery of Unitized Substances.

4.3 **Change of Method of Operation.** Nothing herein shall prevent Unit Operator from discontinuing or changing in whole or in part any method of operation which, in its opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by Unit Operator from time to time, if determined to be feasible, necessary or desirable to increase the ultimate recovery of Unitized Substances; including, without limitation, methods of operation for tertiary recovery and other enhanced recover operations.

ARTICLE 5 WELL PARTICIPATION AND ALLOCATION OF PRODUCTION

5.1 **Well Participation and Allocation of Production.** Beginning at 7:00 a.m. Central Standard Time, on the Effective Date, the Well Participation of each well shall be based upon the following factors and formula:

- 15% Usable well bores open in the Unitized Formations
- 70% Cumulative production thru 6/30/2018
- 15% Current production, 1/1/2018 through 6/30/2018

The Well Participation of each well is shown on Exhibit A, Part 3.

ARTICLE 6 ALLOCATION OF UNITIZED SUBSTANCES

6.1 **Allocation to Tracts.** All Unitized Substances produced and saved shall be allocated to the wells in accordance with the respective Well Participation. The amount of Unitized Substances allocated to each Tract, regardless whether the amount is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract.

6.2 **Distribution Within Tracts.** The Unitized Substances allocated to each Tract shall be distributed among, or accounted for, the parties entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions, as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this Agreement not been entered into, and with the same legal effect. If any Oil and Gas Rights in a Tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interest, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in proportion to the acreage of their respective parts of the Tract. Any royalty or other payment which depends upon per well production or pipeline runs from a well or wells on a Tract shall, after the Effective Date, be determined by dividing the Unitized Substances allocated to the Tract by the number of wells on

the Tract capable of producing Unitized Substances on the Effective Date; however, if any Tract has no well thereon capable of producing Unitized Substances on the Effective Date, the Tract shall for the purpose of this determination, be deemed to have one such well thereon.

6.3 **Taking Unitized Substances in Kind.** The Unitized Substances allocated to each Tract may be delivered in kind to the respective parties entitled thereto. The parties who elect to take in kind shall have the right to construct, maintain and operate, within the Unit Area, all necessary facilities for that purpose, provided such facilities are constructed, maintained and operated as not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the receiving party. If a Royalty Interest Owner has the right to take a share of Unitized Substances in kind and fails to do so, the Working Interest Owner or Owners whose Working Interest(s) is/are subject to such Royalty Interest shall be entitled to take their proportionate part of such share of Unitized Substances in kind and pay the Royalty Interest Owner for such Unitized Substances.

6.4 **Failure to Take in Kind.** If any party fails to take in kind or separately dispose of such party's share of Unitized Substances, Unit Operator shall have the option, but not the obligation, subject to revocation at will by the party owning the share, to purchase or sell to others such share at not less than the market price prevailing in the area and not less than the price Unit Operator receives for its share of Unitized Substances; however, all contracts for sale by Unit Operator of any other party's share of Unitized Substances that such party failed to take in kind or separately dispose of, after an election to take in kind, shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one (1) year.

6.5 **Responsibility for Royalty Settlements.** Any party receiving in kind or separately disposing of all or part of the Unitized Substances, or receiving the proceeds from it, shall be responsible for the payment of those proceeds to the party entitled to them, and shall indemnify all parties to this Agreement, including Unit Operator, against any liability for all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such Unitized Substances.

6.6 **Royalty on Outside Substances.** If any Outside Substance consisting of natural gases is injected into the Unitized Formations, one hundred percent (100%) of any like substance contained in Unitized Substances subsequently produced and sold, or used for other than Unit Operations, shall be deemed to be a part of the Outside Substance so injected until the total volume deemed to be such Outside Substance equals the total volume of such Outside Substance so injected. If any Outside Substance which, prior to injection, is liquefied petroleum gas or other liquid hydrocarbons is injected into the Unitized Formations, fifty percent (50%) of all Unitized Substances produced and sold after the time of the injection of such Outside Substances was commenced, shall be deemed to be a part of the Outside Substances so injected until the total value of the production deemed to be such Outside Substance equals the total cost of the Outside Substance so injected. No payment shall be due or payable to Royalty Interest Owners on substances deemed to be Outside Substances.

**ARTICLE 7
PRODUCTION AS OF THE EFFECTIVE DATE**

7.1 **Oil and Liquid Hydrocarbons in Lease Tanks.** Unit Operator shall determine the amount of merchantable oil or other liquid hydrocarbons produced from the Unitized Formations that is in lease tanks as of 7:00 a.m. Central Standard Time on the Effective Date. Any oil and other liquid hydrocarbons in treating vessels, separation equipment, and tanks below pipeline connections shall not be considered to be merchantable. Any merchantable oil or other liquid hydrocarbons shall remain the property of the parties entitled thereto, as if this Agreement had not been entered into. Any such merchantable oil or other liquid hydrocarbons not promptly removed may be sold by Unit Operator for the account of the Working Interest Owners entitled thereto, who shall pay, or cause to be paid, all royalty due thereon under the provisions of applicable lease(s) or other contract(s).

**ARTICLE 8
USE OR LOSS OF UNITIZED SUBSTANCES**

8.1 **Use of Unitized Substances.** Unit Operator may use or consume Unitized Substances for Unit Operations, including but not limited to the injection thereof into the Unitized Formations.

8.2 **Royalty Payments.** No royalty, overriding royalty, production, or other payments shall be payable on Unitized Substances used, lost, or consumed in Unit Operations.

**ARTICLE 9
TITLES**

9.1 **Warranty and Indemnity.** Each party who, by acceptance of produced Unitized Substances or the proceeds thereof, may claim to own a Working Interest or Royalty Interest in and to any Tract or in the Unitized Substances allocated thereto, shall be deemed to have warranted its title to such interest, and upon receipt of the Unitized Substances or the proceeds thereof to the credit of such interest, shall indemnify and hold harmless all other parties in interest from any loss due to failure, in whole or in part, of its title to such interest.

9.2 **Working Interest Titles.** If title to a Working Interest fails, the rights and obligations of the Working Interest Owners by reason of such failure of title shall be governed by the Unit Operating Agreement.

9.3 **Royalty Interest Titles.** If title to a Royalty Interest fails, but the Tract to which it relates is not removed from the Unit Area, the parties whose title failed shall not be entitled to share hereunder with respect to such interest.

9.4 **Production Where Title is in Dispute.** If the title or right of any party claiming the right to receive all, or any portion of, the Unitized Substances allocated to a Tract is in dispute, Unit Operator shall either:

(a) require that the party to whom such Unitized Substances are delivered, or to whom the proceeds thereof are paid, furnish security for the proper accounting therefor to the rightful owner if the title or right of such party fails in whole or in part; or

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds until such time as the title or right thereto is established by a final, unappealable judgment of a court of competent jurisdiction, or otherwise to the satisfaction of the Unit Operator, at which time the proceeds so impounded shall be paid to the party rightfully entitled to them.

9.5 **Payment of Taxes to Protect Title.** The owners of (i) surface rights to lands within the Unit Area, (ii) Royalty Interests in the Unit Area, and/or (iii) the lands outside the Unit Area on which Unit Equipment may be located, is/are responsible for the payment of any ad valorem taxes on such interests. If any ad valorem taxes are not paid by or for such owner when due, Unit Operator may pay the tax and, if applicable, discharge any tax liens. Any such payment may be an item of Unit Expense in Unit Operator's discretion. Unit Operator shall, if possible, withhold from any proceeds derived from the sale of Unitized Substances otherwise due to such delinquent taxpayer an amount sufficient to defray the cost of such payment, such withholding to be credited to any Working Interest Owners paying such Unit Expense. Such withholding shall be without prejudice to any other remedy available to Unit Operator or the Working Interest Owners.

ARTICLE 10 EASEMENTS OR USE OF SURFACE

10.1 **Grant of Easements.** The Unit Operator has the right to use as much of the surface of the land within the Unit Area (including, but not limited to, the right to lay, maintain, alter, repair, inspect, operate and remove any and all existing and future pipelines) as may be reasonably necessary for Unit Operations.

10.2 **Use of Water.** Unit Operator has free use of water from the Unit Area for Unit Operations from wells heretofore or hereafter drilled, or otherwise owned, by the Working Interest Owners. Working Interest Owners will not have the right to use water from any well, lake, pond, or irrigation ditch owned by a Royalty Interest Owner. Unit Operator may bring water onto the premises from sources outside the Unit Area for Unit Operations; however, such imported water may only be used for injection purposes into the Unitized Formations.

10.3 **Surface Damages.** Unit Operator shall pay, as a Unit Expense, the party entitled thereto for damages to growing crops, timber, fences, improvements, and structures on the Unit Area that result from Unit Operations.

ARTICLE 11 AMENDMENTS TO UNIT AREA

11.1 **Unit Area.** The Unit Area may be amended from time to time to include acreage reasonably proved to be productive, exclude acreage no longer considered to be productive, or for any other reason, upon such terms as may be approved by the Working Interest Owners in accordance with the voting procedure of Section 4.3 of the Unit Operating Agreement, provided:

(a) the participation to be allocated to all acreage shall be fair and reasonable, considering all available information; and

(b) there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof.

11.2 **Determination of Well Participation.** Unit Operator, subject to Section 5.2, shall determine the Well Participation of each well within the Unit Area, as amended, and shall revise Exhibit A and Exhibit B accordingly.

11.3 **Effective Date.** The effective date of any amendment to the Unit Area shall be 7:00 a.m. Central Standard Time on the first day of the calendar month following: (i) compliance with all conditions for amendment as specified by the Working Interest Owners, (ii) approval of the amendment by the appropriate governmental authority, if required, and (iii) the filing for record of a revised notice of this Agreement in the county or counties in which the original notice of Agreement is recorded.

ARTICLE 12 TRANSFER OF TITLE – PARTITION

12.1 **Covenant Running With the Land.** This Agreement shall extend to, be binding on, and inure to the benefit of, the respective heirs, devisees, legal representatives, successors and assigns of the parties, and shall constitute a covenant running with the lands, leases and interests covered by this Agreement.

12.2 **Transfer of Title.** Any conveyance of all or any part of any interest owned by any party with respect to any Tract shall be made expressly subject to this Agreement. No change of title shall be binding upon Unit Operator, or upon any party other than the party so transferring, until 7:00 a.m. Central Standard Time, on the first day of the calendar month next succeeding the date of receipt by Unit Operator of a certified copy of the recorded instrument evidencing such change in ownership.

12.3 **Waiver of Rights to Partition.** Each party agrees that, during the existence of this Agreement, it will not resort to any action to partition the Unitized Formations, the Unit Area or the Unit Equipment, and to that extent waives the benefits of all laws authorizing a partition.

ARTICLE 13 RELATIONSHIP OF PARTIES

13.1 **No Partnership.** The duties, obligations and liabilities arising under this Agreement shall be several and not joint or collective. This Agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation or liability. Each party shall be individually responsible for its own obligations.

13.2 **No Joint Refining or Marketing.** This Agreement is not intended to provide, and shall not be construed to provide, directly or indirectly, for any joint refining, marketing or sale of Unitized Substances.

13.3 **Royalty Interest Owners Free of Costs.** This Agreement is not intended to impose, and shall not be construed to impose, upon any Royalty Interest Owner any obligation to pay Unit Expenses unless such Royalty Interest Owner is otherwise obligated.

ARTICLE 14 LAWS AND REGULATIONS

14.1 **Laws and Regulations.** This Agreement shall be subject to all applicable federal, state, and municipal laws, rules, regulations, and orders.

ARTICLE 15 FORCE MAJEURE

15.1 **Force Majeure.** All obligations imposed by this Agreement, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a labor dispute, fire, war, civil disturbance, act of God; federal, state, or municipal laws; any rule, regulation, or order of a governmental agency; inability to secure materials; or any other cause or causes, whether similar or dissimilar, beyond the reasonable control of the party. No party shall be required against their will to adjust or settle any labor dispute. Neither this Agreement nor any lease or other instrument subject to it shall be terminated by reason of suspension of Unit Operations due to any one or more of the causes set forth in this Article 15.

ARTICLE 16 EFFECTIVE DATE

16.1 **Effective Date.** This Agreement shall become binding on each party as of the date the party signs the instrument by which it becomes a party to this Agreement. Unless sooner terminated as provided in Section 16.2, this Agreement shall become effective as of 7:00 a.m. Central Standard Time, on the first day of the calendar month following the Kansas Corporation Commission (“KCC”) issuing an order approving unitization and Unit Operations as contemplated by this Agreement (“Effective Date”).

16.2 **Ipsa Facto Termination.** If the KCC has not issued an order approving unitization and Unit Operations as contemplated by this Agreement within one hundred twenty (120) days of being submitted to the KCC, this Agreement shall terminate (“Termination Date”) unless, prior to that time, the Working Interest Owners owning a combined Unit Participation of at least sixty percent (60%) have become parties to this Agreement and at least one hundred percent (100%) of those committed Working Interest Owners extend the Termination Date for a period not to exceed one year (“Extended Termination Date”). If KCC approval is not obtained by the Extended Termination Date, this Agreement shall ipso facto terminate and be of no further effect.

16.3 **Certificate of Unitization.** Unit Operator shall file for record in the county or counties in which the Unit Area is located a notice and certificate of unitization stating the Effective Date.

ARTICLE 17
DETERMINATIONS BY WORKING INTEREST OWNERS

17.1 **Determination by Working Interest Owners.** Unless otherwise provided in this Agreement, all decisions, determinations or approvals by the Working Interest Owners shall be made pursuant to the voting procedure of Section 4.3 of the Unit Operating Agreement.

ARTICLE 18
TERM

18.1 **Term.** The term of this Agreement shall be for the period of time Unit Operations are conducted without a cessation of more than one hundred eighty (180) consecutive days, unless terminated at an earlier date by the Working Interest Owners in the manner herein provided.

18.2 **Termination by Working Interest Owners.** This Agreement may be terminated by the Working Interest Owners owning a combined Unit Participation of more than sixty percent (60%) whenever such Working Interest Owners determine that Unit Operations are no longer profitable or feasible.

18.3 **Effect of Termination.** Upon termination of this Agreement, the further development and operation of the Unitized Formations as a unit shall be abandoned and Unit Operations shall cease. The parties agree that, regardless of its specific terms, each oil and gas lease and all other agreements effecting the Unit Area shall remain in full force and effect for the longer of (i) one hundred eighty (180) days after the date on which this Agreement terminates, or (ii) the lease or other agreement terminates on its own terms.

18.4 **Salvaging Equipment Upon Termination.** Unit Operator will have a period of twelve (12) months after this Agreement terminates within which to salvage and remove Unit Equipment.

18.5 **Certificate of Termination.** Upon termination of this Agreement, Unit Operator shall file for record in the county or counties in which the Unit Area is located, a certificate that this Agreement has terminated, stating its termination date.

ARTICLE 19
GENERAL

19.1 **Amendments Affecting Working Interest Owners.** Amendments to this Agreement, relating wholly to the Working Interest Owners, may be made if signed by all Working Interest Owners.

19.2 **Action by Working Interest Owners.** Any action or approval required by the Working Interest Owners shall be in accordance with the provisions of the Unit Operating Agreement.

19.3 **Lien and Security Interest.** Unit Operator shall have a lien and security interest upon the interests of the Working Interest Owners and upon any interests carved out of a Working Interest to the extent provided for in the Unit Operating Agreement.

19.4 **Conflicts.** To the extent the provisions of any existing agreement between the parties relating to the Unit Area conflicts with the provisions of this Agreement, this Agreement shall control. If there is any conflict between this Agreement and the Unit Operating Agreement, this Agreement shall control.

ARTICLE 20 NEW INTEREST

20.1 **New Interest.** If any Working Interest Owner shall, after executing this Agreement, create any overriding royalty, production payment or other similar interest (each a “New Interest”), out of its interest subject to this Agreement, the new interest will be subject to all terms and provisions of this Agreement. In the event the Working Interest Owner owning the interest from which the New Interest was created withdraws from this Agreement under the terms of the Unit Operating Agreement, or fails to pay any expenses or costs chargeable to it under this Agreement, and the production of the Working Interest Owner is insufficient for that purpose, the owner of the New Interest will be liable for the prorated portion of all costs and expenses for which the Working Interest Owner creating the New Interest would have been liable had the same not been transferred. In this event, the lien provided in Section 19.3 may be enforced against the New Interest. If the owner of the New Interest bears a portion of the costs and expenses or is enforced against the New Interest, the owner of the New Interest will be subrogated to the rights of Unit Operator with respect to the interest primarily chargeable with those costs and expenses.

ARTICLE 21 EXECUTION

21.1 **Original, Counterpart, or Other Instrument.** A person may become a party to this Agreement by signing the original of this Agreement, a counterpart to it, or other instrument agreeing to be bound by the provisions of this Agreement. The signing of any of these instruments shall have the effect as if all the parties had signed the same instrument.

21.2 **Joinder in Dual Capacity.** In the event any of the parties own both a Working Interest and a Royalty Interest, it shall not be necessary for such party to execute this Agreement in both capacities in order to commit both classes of interest. Execution by any such party in one capacity shall also constitute execution in the other capacity.

IN WITNESS WHEREOF, this Agreement is approved on the dates of execution, but effective as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

By: _____

Printed Name: _____

Title: _____

Date: _____

(repeat as necessary)

EXHIBIT A, PART I
to Unit Agreement, Plan of Unitization, West Jimmy Unit

Description of Tracts and Leases

TRACT 1:

Lease #: KS 13210
Date: 4/28/2006
Lessor: SOUCIE, ROBERT L & CARRIE A (H&W)
Lessee: SLAWSON EXPLORATION CO., INC.
Lands: TOWNSHIP 10 SOUTH, RANGE 34 WEST, SECTION 24: NW/4
Recording: 180, 691; 199, 704

TRACT 2:

Lease #: KS 13213
Date: 4/28/2006
Lessor: JAMES, JOHN V & JAYNE A, H/W ET AL
Lessee: SLAWSON EXPLORATION CO., INC.
Lands: TOWNSHIP 10 SOUTH, RANGE 34 WEST, SECTION 23: SE/4
Recording: 181, 748

TRACT 3:

Lease #: KS 13215
Date: 10/2/2006
Lessor: JAMES, JOHN V & JAYNE A, H/W ET AL
Lessee: SLAWSON EXPLORATION CO., INC.
Lands: TOWNSHIP 10 SOUTH, RANGE 34 WEST, SECTION 23: NE/4
Recording: 184, 789; 200, 438; 224, 31

TRACT 4:

Lease #: KS 13220
Date: 4/5/2007
Lessor: JAMES, JOHN V & JAYNE A, H/W ET AL
Lessee: SLAWSON EXPLORATION CO., INC.
Lands: TOWNSHIP 10 SOUTH, RANGE 34 WEST, SECTION 26: NE/4
Recording: 187, 122; 205, 260

TRACT 5:

Lease #: KS 13227
Date: 3/5/2008
Lessor: JAMES, JOHN V & JAYNE A, H/W ET AL
Lessee: SLAWSON EXPLORATION CO., INC.
Lands: TOWNSHIP 10 SOUTH, RANGE 34 WEST, SECTION 23: SW/4
Recording: 192, 678

TRACT 6:

Lease #: KS 13243
Date: 10/5/2010

Lessor: HILLS, PHYLLIS TRUST #1
Lessee: SLAWSON EXPLORATION CO., INC
Lands: TOWNSHIP 10 SOUTH, RANGE 34 WEST, SECTION 26: NW/4
Recording: 210, 47

TRACT 7:

Lease #: KS 13261
Date: 10/27/2014
Lessor: DUMLER, RAYMOND WARD & JOANNE
Lessee: SLAWSON EXPLORATION CO., INC
Lands: TOWNSHIP 10 SOUTH, RANGE 34 WEST, SECTION 25: NW/4
Recording: 242, 270

TRACT 8:

Lease #:
Date: 9/17/2012
Lessor: Richard L. Epard Trust #1, dated August 1, 1995
Lessee: Norstar Petroleum Inc.
Lands: TOWNSHIP 10 SOUTH, RANGE 34 WEST, SECTION 24: SW/4
Recording: 228, 02

TRACT 9:

Lease #:
Date: 5/26/2005
Lessor: Epard Farms, a Kansas General Partnership
Lessee: Petex, Inc.
Lands: TOWNSHIP 10 SOUTH, RANGE 34 WEST, SECTION 27: NE/4
Recording: 173, 848

TRACT 10:

Lease #:
Date: 5/20/2011
Lessor: James Family, LLC
Lessee: Murfin Drilling Company, Inc.
Lands: TOWNSHIP 10 SOUTH, RANGE 34 WEST, SECTION 23: NW/4
Recording: 214, 867; 239, 300

EXHIBIT A, PART II
to Unit Agreement, Plan of Unitization, West Jimmy Unit

Ownership of Wells

Interest Owner	Type	WI	NRI
Tract 1 (NW/4 24-10S-34W) - Soucie #1			
Robert L. Soucie Revocable Trust	RI		0.0625000
Carrie A. Soucie Revocable Trust	RI		0.0625000
Bernal Resources LLC	ORR		0.0050000
Mary Powell	ORR		0.0100000
Rainy Day LLC	ORR		0.0075000
Stephen B. Slawson Revocable Trust	ORR		0.0075000
Slawson Exploration Company	WI	0.75000	0.6337500
Icenine Properties, LLC	WI	0.05000	0.0422500
Mike Logan Oil Properties LLC	WI	0.01000	0.0084500
Kent C. Thompson	WI	0.02000	0.0169000
U.S. Energy Development Corporation	WI	0.12000	0.1014000
AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0422500
		100%	1.0000000
Tract 1 (NW/4 24-10S-34W) - Soucie #2			
Robert L. Soucie Revocable Trust	RI		0.0625000
Carrie A. Soucie Revocable Trust	RI		0.0625000
Bernal Resources LLC	ORR		0.0080000
Mary Powell	ORR		0.0060000
Rainy Day LLC	ORR		0.0080000
Stephen B. Slawson Revocable Trust	ORR		0.0080000
Slawson Exploration Company	WI	0.75000	0.6337500
Icenine Properties, LLC	WI	0.05000	0.0422500
Mike Logan Oil Properties LLC	WI	0.01000	0.0084500
Kent C. Thompson	WI	0.02000	0.0169000
U.S. Energy Development Corporation	WI	0.12000	0.1014000
AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0422500
		100%	1.0000000
Tract 2 (SE/4 23-10S-34W) - James AY #1			
James Family, LLC	RI		0.1250000
Bernal Resources LLC	ORR		0.0050000
Mary Powell	ORR		0.0100000
Rainy Day LLC	ORR		0.0100000
Craig A. Slawson Revocable Trust	ORR		0.0006667
Todd Slawson Trust	ORR		0.0006667
Stephen B. Slawson Revocable Trust	ORR		0.0106667
Slawson Exploration Company	WI	0.95000	0.7980000
Stewart Farms, LC	WI	0.05000	0.0400000
		100%	1.0000000

Tract 2 (SE/4 23-10S-34W) - James AY #2

James Family, LLC	RI		0.1250000
Bernal Resources LLC	ORR		0.0080000
Mary Powell	ORR		0.0060000
Rainy Day LLC	ORR		0.0080000
Stephen B. Slawson Revocable Trust	ORR		0.0080000
Slawson Exploration Company	WI	0.75000	0.6337500
Icenine Properties, LLC	WI	0.05000	0.0422500
Mike Logan Oil Properties LLC	WI	0.01000	0.0084500
Kent C. Thompson	WI	0.02000	0.0169000
U.S. Energy Development Corporation	WI	0.03480	0.0294060
Omega 2009 Drilling Program 2 LP	WI	0.02130	0.0179985
Omega 2009 Drilling Program 3 LP	WI	0.04260	0.0359970
Omega 2009 Drilling Program 4 LP	WI	0.02130	0.0179985
AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0422500
		100%	1.0000000

Tract 3 (NE/4 23-10S-34W) - James AY #3

James Family, LLC	RI		0.1250000
Bernal Resources LLC	ORR		0.0080000
Kelley Natural Resources LLC	ORR		0.0005000
Limestone Creek LLC	ORR		0.0010000
Mary Powell	ORR		0.0060000
Rainy Day LLC	ORR		0.0065000
Stephen B. Slawson Revocable Trust	ORR		0.0080000
Alameda Energy, Inc.	WI	0.75000	0.6337500
AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0422500
Icenine Properties, LLC	WI	0.05000	0.0422500
Mike Logan Oil Properties LLC	WI	0.01000	0.0084500
Kent C. Thompson	WI	0.02000	0.0169000
U.S. Energy Development Corporation	WI	0.12000	0.1014000
		100%	1.0000000

Tract 3 (NE/4 23-10S-34W) - James AY #4

James Family, LLC	RI		0.1250000
Bernal Resources LLC	ORR		0.0075000
Christopher P. Gough	ORR		0.0050000
Kelley Natural Resources LLC	ORR		0.0005000
Stuart M. Kowalski Revocable Trust	ORR		0.0005000
Limestone Creek LLC	ORR		0.0010000
Rainy Day LLC	ORR		0.0060000
Stephen B. Slawson Revocable Trust	ORR		0.0075000
Wildboyz Consulting LLC	ORR		0.0020000
Slawson Exploration Company	WI	0.75000	0.6337500
AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0422500
Icenine Properties, LLC	WI	0.05000	0.0422500
Mike Logan Oil Properties LLC	WI	0.01000	0.0084500
Kent C. Thompson	WI	0.02000	0.0169000

U.S. Energy Development Corporation	WI	0.12000	0.1014000
		100%	1.0000000

Tract 4 (NE/4 26-10S-34W) - James 1-26 & James 2-26

James Family, LLC	RI		0.1250000
Bernal Resources LLC	ORR		0.0080000
Kelley Natural Resources LLC	ORR		0.0005000
Limestone Creek LLC	ORR		0.0010000
Mary Powell	ORR		0.0060000
Rainy Day LLC	ORR		0.0065000
Stephen B. Slawson Revocable Trust	ORR		0.0080000
Slawson Exploration Company	WI	0.75000	0.6337500
AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0422500
Icenine Properties, LLC	WI	0.05000	0.0422500
Mike Logan Oil Properties LLC	WI	0.01000	0.0084500
Kent C. Thompson	WI	0.02000	0.0169000
U.S. Energy Development Corporation	WI	0.03480	0.0294060
Omega 2009 Drilling Program 2 LP	WI	0.03408	0.0287976
Omega 2009 Drilling Program 3 LP	WI	0.04260	0.0359970
Omega 2009 Drilling Program 4 LP	WI	0.00852	0.0071994
		100%	1.0000000

Tract 4 (NE/4 26-10S-34W) - James 2-26

James Family, LLC	RI		0.1250000
Bernal Resources LLC	ORR		0.0080000
Kelley Natural Resources LLC	ORR		0.0005000
Limestone Creek LLC	ORR		0.0010000
Mary Powell	ORR		0.0060000
Rainy Day LLC	ORR		0.0065000
Stephen B. Slawson Revocable Trust	ORR		0.0080000
Slawson Exploration Company	WI	0.75000	0.6337500
AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0422500
Icenine Properties, LLC	WI	0.05000	0.0422500
Mike Logan Oil Properties LLC	WI	0.01000	0.0084500
Kent C. Thompson	WI	0.02000	0.0169000
U.S. Energy Development Corporation	WI	0.01680	0.0141960
Genesis Drilling Program II LP	WI	0.10320	0.0872040
		100%	1.0000000

Tract 4 (NE/4 26-10S-34W) - James 3-26

James Family, LLC	RI		0.1250000
Bernal Resources LLC	ORR		0.0080000
Kelley Natural Resources LLC	ORR		0.0005000
Limestone Creek LLC	ORR		0.0010000
Mary Powell	ORR		0.0060000
Rainy Day LLC	ORR		0.0065000
Stephen B. Slawson Revocable Trust	ORR		0.0080000
Alameda Energy, Inc.	WI	0.75000	0.6337500

AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0422500
Icenine Properties, LLC	WI	0.05000	0.0422500
Mike Logan Oil Properties LLC	WI	0.01000	0.0084500
Kent C. Thompson	WI	0.02000	0.0169000
U.S. Energy Development Corporation	WI	0.12000	0.1014000
		100%	1.0000000

Tract 5 (SE/4 23-10S-34W) - James BE #1

James Family, LLC	RI		0.1250000
Bernal Resources LLC	ORR		0.0090000
Mary Powell	ORR		0.0180000
Rainy Day LLC	ORR		0.0090000
Stephen B. Slawson Revocable Trust	ORR		0.0090000
Slawson Exploration Company	WI	0.75000	0.6187500
AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0422500
Icenine Properties, LLC	WI	0.05000	0.0422500
Mike Logan Oil Properties LLC	WI	0.01000	0.0084500
Kent C. Thompson	WI	0.02000	0.0169000
U.S. Energy Development Corporation	WI	0.12000	0.1014000
		100%	1.0000000

Tract 5 (SE/4 23-10S-34W) - James BE #2

James Family, LLC	RI		0.1250000
Bernal Resources LLC	ORR		0.0120000
Kelley Natural Resources LLC	ORR		0.0007500
Limestone Creek LLC	ORR		0.0015000
Mary Powell	ORR		0.0090000
Rainy Day LLC	ORR		0.0097500
Stephen B. Slawson Revocable Trust	ORR		0.0120000
Slawson Exploration Company	WI	0.75000	0.6187500
AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0422500
Icenine Properties, LLC	WI	0.05000	0.0422500
Mike Logan Oil Properties LLC	WI	0.01000	0.0084500
Kent C. Thompson	WI	0.02000	0.0169000
U.S. Energy Development Corporation	WI	0.01680	0.0141960
Genesis Drilling Program II LP	WI	0.10320	0.0872040
		100%	1.0000000

Tract 6 (NW/4 26-10S-34W) - Hills Trust #1 & Hills Trust #3

Michael J. & Cynthia A. Moses	RI		0.0625000
Nancy L. Schiefen	RI		0.0625000
Bernal Resources LLC	ORR		0.0075000
Michael J. & Cynthia A. Moses	ORR		0.0273438
Nancy L. Schiefen	ORR		0.0273438
Mary Powell	ORR		0.0180000
Rainy Day LLC	ORR		0.0075000
Stephen B. Slawson Revocable Trust	ORR		0.0075000
Slawson Exploration Company	WI	0.75000	0.5822344

AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0395156
Icenine Properties, LLC	WI	0.05000	0.0395156
Mike Logan Oil Properties LLC	WI	0.01000	0.0079031
Kent C. Thompson	WI	0.02000	0.0158062
U.S. Energy Development Corporation	WI	0.12000	0.0948375
		100%	1.0000000

Tract 6 (NW/4 26-10S-34W) - Hills Trust #5-26

Michael J. & Cynthia A. Moses	RI		0.0625000
Nancy L. Schiefen	RI		0.0625000
Bernal Resources LLC	ORR		0.0080000
Michael J. & Cynthia A. Moses	ORR		0.0273438
Nancy L. Schiefen	ORR		0.0273438
Mary Powell	ORR		0.0060000
Rainy Day LLC	ORR		0.0080000
Stephen B. Slawson Revocable Trust	ORR		0.0080000
Slawson Exploration Company	WI	0.75000	0.5927344
AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0395156
Icenine Properties, LLC	WI	0.05000	0.0395156
Mike Logan Oil Properties LLC	WI	0.01000	0.0079031
Kent C. Thompson	WI	0.02000	0.0158062
U.S. Energy Development Corporation	WI	0.03480	0.0275029
Omega 2009 Drilling Program 2 LP	WI	0.02130	0.0168336
Omega 2009 Drilling Program 3 LP	WI	0.04260	0.0336673
Omega 2009 Drilling Program 4 LP	WI	0.02130	0.0168336
		100%	1.0000000

Tract 6 (NW/4 26-10S-34W) - Hills Trust #2

Michael J. & Cynthia A. Moses	RI		0.0312500
Nancy L. Schiefen	RI		0.0312500
James Family, LLC	RI		0.0625000
Bernal Resources LLC	ORR		0.0075000
Michael J. & Cynthia A. Moses	ORR		0.0136719
Nancy L. Schiefen	ORR		0.0136719
Mary Powell	ORR		0.0180000
Rainy Day LLC	ORR		0.0075000
Stephen B. Slawson Revocable Trust	ORR		0.0075000
Slawson Exploration Company	WI	0.75000	0.6027422
AG Andrikopoloulos Resources Inc.	WI	0.05000	0.0408828
Icenine Properties, LLC	WI	0.05000	0.0408828
Mike Logan Oil Properties LLC	WI	0.01000	0.0081766
Kent C. Thompson	WI	0.02000	0.0163531
U.S. Energy Development Corporation	WI	0.12000	0.0981187
		100%	1.0000000

Tract 7 (NW/4 25-10S-34W) - Dumler 1-25

Raymond W. & Joanne Dumler	RI		0.1250000
Bernal Resources LLC	ORR		0.0075000

Christopher P. Gough	ORR		0.0050000
Kelley Natural Resources LLC	ORR		0.0005000
Stuart M. Kowalski Revocable Trust	ORR		0.0005000
Limestone Creek LLC	ORR		0.0010000
Rainy Day LLC	ORR		0.0060000
Stephen B. Slawson Revocable Trust	ORR		0.0075000
Wildboyz Consulting LLC	ORR		0.0020000
Slawson Exploration Company	WI	1.00000	0.8450000
		100%	1.0000000

Tract 8 (SW/4 24-10S-34W) - Epard Farms 1-24

Richard L. Epard Trust No.1	RI		0.1250000
Patsy L. Botts	ORR		0.0029700
David B. Pauly, Jr. Revocable Trust	ORR		0.0084325
Elevate Energy Ltd.	ORR		0.0033000
Robert E. Elder	ORR		0.0250000
GS Investments, Inc.	ORR		0.0084325
PACK Energy, Inc.	ORR		0.0168650
Norstar Petroleum, Inc.	WI	0.13200	0.1069200
ALG Corporation	WI	0.04000	0.0324000
Brace Fox, LLC	WI	0.05000	0.0405000
Dome Resources, Inc.	WI	0.07000	0.0567000
David Reichman	WI	0.02500	0.0202500
Donald & Joan Reichenberger Trust	WI	0.02000	0.0162000
David B. Pauly, Jr. Revocable Trust	WI	0.02000	0.0162000
Reichman Resources, LLC	WI	0.01238	0.0100238
Jett Rink LLC	WI	0.05000	0.0405000
Arnold & Patricia Hess Family Trust	WI	0.06000	0.0486000
Dick Hess Family Trust No. 2	WI	0.10000	0.0810000
Bryan K. Hess Family Trust	WI	0.06000	0.0486000
James C. Hess Trust	WI	0.02000	0.0162000
Messelt LLC	WI	0.03000	0.0243000
NSR Associates LLC	WI	0.01262	0.0102262
Pickrell Acquisitions, Inc.	WI	0.10000	0.0810000
CH Todd, Inc.	WI	0.19800	0.1603800
		100%	1.0000000

Tract 8 (SW/4 24-10S-34W) - Epard Farms 2-24

Richard L. Epard Trust No.1	RI		0.1250000
Patsy L. Botts	ORR		0.0029700
David B. Pauly, Jr. Revocable Trust	ORR		0.0084325
Elevate Energy Ltd.	ORR		0.0033000
Robert E. Elder	ORR		0.0250000
GS Investments, Inc.	ORR		0.0084325
PACK Energy, Inc.	ORR		0.0168650
Norstar Petroleum, Inc.	WI	0.13200	0.1069200
ALG Corporation	WI	0.04000	0.0324000
Brace Fox, LLC	WI	0.05000	0.0405000

Dome Resources, Inc.	WI	0.07000	0.0567000
David Reichman	WI	0.02500	0.0202500
Donald & Joan Reichenberger Trust	WI	0.02000	0.0162000
David B. Pauly, Jr. Revocable Trust	WI	0.02000	0.0162000
Reichman Resources, LLC	WI	0.01238	0.0100238
Jett Rink LLC	WI	0.05000	0.0405000
Arnold & Patricia Hess Family Trust	WI	0.06000	0.0486000
Dick Hess Family Trust No. 2	WI	0.10000	0.0810000
Bryan K. Hess Family Trust	WI	0.06000	0.0486000
James C. Hess Trust	WI	0.02000	0.0162000
Messelt LLC	WI	0.03000	0.0243000
NSR Associates LLC	WI	0.01262	0.0102262
Pickrell Acquisitions, Inc.	WI	0.10000	0.0810000
CH Todd, Inc.	WI	0.19800	0.1603800
		<hr/>	<hr/>
		100%	1.0000000

Tract 9 (NE/4 27-10S-34W) - Epard Farms 1-27

Epard Farms	RI		0.1250000
Jesse N. Tucker	ORR		0.0031200
Tamara A. Rodak	ORR		0.0046800
Childress Family LP	ORR		0.0125000
Robert D. Young	ORR		0.0015600
John L. Fitz-Simons	ORR		0.0002280
Doyle Creek LLC	ORR		0.0053040
Thomas J. Funk	ORR		0.0200000
David Doyel & Tammy Doyel	ORR		0.0068640
Kenneth M. Dean	ORR		0.0031200
Colleen M. O'Callaghan	ORR		0.0007800
Key Pool	ORR		0.0049920
William A. Miller	ORR		0.0013000
Kathleen A. Teel	ORR		0.0007800
Rich Phannenstiel	ORR		0.0200000
Murfin Drilling Company Inc.	WI	0.44270	0.3497330
Murfin Drilling Company Inc.	WI	0.02280	0.0180120
SOG Investors LLC	WI	0.02280	0.0180120
Muirfield Resources Co.	WI	0.02280	0.0177840
Childress Family LP	WI	0.02280	0.0180120
Simpson Oil & Gas LLC	WI	0.02850	0.0225150
Razor Creek LLC	WI	0.03420	0.0270180
JB3 Investments LLC	WI	0.02280	0.0180120
James K. Snook Rev. Trust	WI	0.01140	0.0090060
Linda S. Davidson Rev. Trust	WI	0.01140	0.0090060
CH4 Producers Inc.	WI	0.03420	0.0270180
T. Warren Hall Rev. Trust	WI	0.04750	0.0375250
Hartman Oil Company Inc.	WI	0.14820	0.1170780
JFH Investment Properties LLC	WI	0.01900	0.0150100
Funk Petroleum LLC	WI	0.05000	0.0395000
Seamark Investments Inc.	WI	0.05890	0.0465310
		<hr/>	<hr/>

100% 1.0000000

Tract 10 (NW/4 23-10S-34W) - James B 1-23

James Family LLC	RI		0.1250000
Childress Family LP	ORR		0.0187500
Robert D. Young	ORR		0.0018000
Michael T. Runnion	ORR		0.0018000
MCS Royalty Interests LLC	ORR		0.0015000
John L. Fitz-Simons	ORR		0.0002280
Doyle Creek LLC	ORR		0.0061200
Thomas J. Funk	ORR		0.0187500
David Doyel & Tammy Doyel	ORR		0.0079200
Kenneth M. Dean	ORR		0.0036000
Leon W. Rodak	ORR		0.0054000
Michael A. Pisciotte & Victoria J.	ORR		0.0036000
Key Pool	ORR		0.0057600
Murfin Drilling Company Inc.	WI	0.61370	0.4909600
SOG Investors LLC	WI	0.02280	0.0182400
Muirfield Resources Co.	WI	0.02280	0.0180120
Childress Family LP	WI	0.02280	0.0182400
Simpson Oil & Gas LLC	WI	0.02850	0.0228000
Razor Creek LLC	WI	0.03420	0.0273600
JB3 Investments LLC	WI	0.02280	0.0182400
James K. Snook Rev. Trust	WI	0.01140	0.0091200
Linda S. Davidson Rev. Trust	WI	0.01140	0.0091200
CH4 Producers Inc.	WI	0.03420	0.0273600
T. Warren Hall Rev. Trust	WI	0.04750	0.0380000
JFH Investment Properties LLC	WI	0.01900	0.0152000
Funk Petroleum LLC	WI	0.05000	0.0400000
Seamark Investments Inc.	WI	0.05890	0.0471200
		100%	1.0000000

EXHIBIT A, PART III
to Unit Agreement, Plan of Unitization, West Jimmy Unit

Well Participation

Well	Tract	Participation
Dumler 1-25	7	0.0166613599691683
Hills Trust #1	6	0.0778427382807747
Hills Trust #2	6	0.0602307533409834
Hills Trust #3	6	0.0177082570432715
Hills Trust #5	6	0.0429439018885549
James 1-26	4	0.0575815043161764
James 2-26	4	0.0141800827490791
James 3-26	4	0.0335032961614537
James BE #1	5	0.1247683999496440
James BE #2	5	0.0439641060821376
James AY #1	2	0.0957779915613216
James AY #2	2	0.0503147130068745
James AY #3	3	0.0353736816104884
James AY #4	3	0.0918167545184046
Soucie #1	1	0.0757242042426629
Soucie #2	1	0.0140035205892470
Epard Farms 1-24	8	0.0275405565234812
Epard Farms 2-24	8	0.0000000000000000
Epard 1-27	9	0.1054841877449600
James B 1-23	10	0.0145799904213156

EXHIBIT A, PART IV
to Unit Agreement, Plan of Unitization, West Jimmy Unit

Unit Interests

Interest Owner	Interest	Unit WI	Unit NRI
Slawson Exploration Company	WI	0.61095965	0.50472361
Alameda Energy, Inc.	WI	0.05165773	0.04365078
US Energy Development Corp.	WI	0.07447975	0.06202897
AG Andrikopoulos Resources Inc.	WI	0.03699780	0.03080209
Mike Logan Oil Properties LLC	WI	0.00739956	0.00616042
Icenine Properties, LLC	WI	0.03699780	0.03080209
Kent C. Thompson	WI	0.01479912	0.01232084
Omega 2009 Drilling Program 2 LP	WI	0.00394879	0.00328670
Omega 2009 Drilling Program 3 LP	WI	0.00642579	0.00532975
Omega 2009 Drilling Program 4 LP	WI	0.00247700	0.00204304
Genesis Drilling Program II LP	WI	0.00146338	0.00123656
Stewart Farms, LC	WI	0.00478890	0.00383112
Murfin Drilling Company Inc.	WI	0.05805063	0.04594947
SOG Investors LLC	WI	0.00273746	0.00216592
Muirfield Resources Co.	WI	0.00273746	0.00213855
Childress Family LP	WI	0.00273746	0.00375785
Simpson Oil & Gas LLC	WI	0.00342183	0.00270740
Razor Creek LLC	WI	0.00410619	0.00324888
JB3 Investments LLC	WI	0.00273746	0.00216592
James K. Snook Rev. Trust	WI	0.00136873	0.00108296
Linda S. Davidson Rev. Trust	WI	0.00136873	0.00108296
CH4 Producers Inc.	WI	0.00410619	0.00324888
T. Warren Hall Rev. Trust	WI	0.00570305	0.00451233
JFH Investment Properties LLC	WI	0.00228122	0.00180493
Funk Petroleum LLC	WI	0.00600321	0.00474983
Seamark Investments Inc.	WI	0.00707178	0.00559529
Hartman Oil Company Inc.	WI	0.01563276	0.01234988
Norstar Petroleum, Inc.	WI	0.00363535	0.00294464
ALG Corporation	WI	0.00110162	0.00089231
Brace Fox, LLC	WI	0.00137703	0.00111539
Dome Resources, Inc.	WI	0.00192784	0.00156155
David Reichman	WI	0.00068851	0.00055770
Donald J. & Joan M. Reichenberger Trust	WI	0.00055081	0.00044616
David B. Pauly, Jr. Revocable Trust	WI/ORR	0.00055081	0.00067839
Reichman Resources, LLC	WI	0.00034082	0.00027606
Jett Rink LLC	WI	0.00137703	0.00111539

Arnold S. & Patricia L. Hess Family Trust	WI	0.00165243	0.00133847
Dick Hess Family Trust No. 2	WI	0.00275406	0.00223079
Bryan K. Hess Family Trust	WI	0.00165243	0.00133847
James C. Hess Trust	WI	0.00055081	0.00044616
Messelt LLC	WI	0.00082622	0.00066924
NSR Associates LLC	WI	0.00034770	0.00028164
Pickrell Acquisitions, Inc.	WI	0.00275406	0.00223079
CH Todd, Inc.	WI	0.00545303	0.00441695
Raymond W. & Joanne Dumler	RI		0.00208267
James Family, LLC	RI		0.07399699
Robert L. Soucie Revocable Trust	RI		0.00560798
Carrie A. Soucie Revocable Trust	RI		0.00560798
Epard Farms	RI		0.01318552
Michael J. & Cynthia A. Moses	RI/ORR		0.01514858
Nancy L. Schiefen	RI/ORR		0.01514858
Richard L. Epard Trust No. 1	RI		0.00344257
Bernal Resources LLC	ORR		0.00647315
Mary Powell	ORR		0.00864801
Rainy Day LLC	ORR		0.00666876
The Stephen Bradford Slawson Rev. Trust	ORR		0.00720520
Limestone Creek LLC	ORR		0.00031506
Kelley Natural Resources LLC	ORR		0.00015753
Christopher P. Gough	ORR		0.00054239
Wildboyz Consulting LLC	ORR		0.00021696
Stewart M. Kowalski Rev. Trust	ORR		0.00005424
Craig A. Slawson 2014 Rev. Trust	ORR		0.00006385
Todd Slawson Trust	ORR		0.00006385
Robert D. Young	ORR		0.00019080
Michael T. Runnion	ORR		0.00002624
MCS Royalty Interests LLC	ORR		0.00002187
John L. Fitz-Simons	ORR		0.00002737
Doyle Creek LLC	ORR		0.00064872
Thomas J. Funk	ORR		0.00238306
David Doyel & Tammy Doyel	ORR		0.00083952
Kenneth M. Dean	ORR		0.00038160
Leon W. Rodak	ORR		0.00007873
Michael A. Pisciotte & Victoria J.	ORR		0.00005249
Key Pool	ORR		0.00061056
Jesse N. Tucker	ORR		0.00032911
Tamara A. Rodak	ORR		0.00049367
Colleen M. O'Callaghan	ORR		0.00008228
William A. Miller	ORR		0.00013713

Kathleen A. Teel	ORR	0.00008228
Rich Phannenstiel	ORR	0.00210968
Patsy L. Botts	ORR	0.00008180
Elevate Energy Ltd.	ORR	0.00009088
Robert E. Elder	ORR	0.00068851
GS Investments, Inc.	ORR	0.00023224
PACK Energy, Inc.	ORR	0.00046447

EXHIBIT B, PART I
to Unit Agreement, Plan of Unitization, West Jimmy Unit

Unit Area Map

