KOLAR Document ID: 1463170

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:	ntea with this form.				
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:				
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:				
Gas Gathering System:	Lease Name:				
Saltwater Disposal Well - Permit No.:					
Spot Location: feet from N / S Line	SecTwp R E W Legal Description of Lease:				
feet from E / W Line					
Enhanced Recovery Project Permit No.:					
Entire Project: Yes No	County:				
Number of Injection Wells **	Production Zone(s):				
Field Name:					
** Side Two Must Be Completed.	Injection Zone(s):				
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling				
Past Operator's License No.	Contact Person:				
Past Operator's Name & Address:	Phone:				
r ast Operator's Name & Address.					
	Date:				
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 noted, approved and duly recorded in the records of the Kansas Corporation Commission records only and does not convey any ownership interest in the	Commission. This acknowledgment of transfer pertains to Kansas Corporation				
is acknowledged as	is acknowledged as				
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit				
Permit No.: Recommended action:	permitted by No.:				
Date:	Date:				
Authorized Signature	Authorized Signature				
DISTRICT EPR	PRODUCTION UIC				

KOLAR Document ID: 1463170

Side Two

Must Be Filed For All Wells

* Lease Name: .			* Location:		
Well No. API No. (YR DRLD/PRE '67)		Footage from Secti (i.e. FSL = Feet from S	on Line	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		- ·
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

^{*} When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KOLAR Document ID: 1463170

Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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:	the leave below			
Phone: () Fax: ()				
Email Address:	-			
Surface Owner Information:				
Name:				
Address 1:	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			
Address 2:	accepts, and in the real extete preparts toy records of the accepts traceurer			
City:	-			
the KCC with a plat showing the predicted locations of lease roads, ta	hodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat I on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.			
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form n being filed is a Form C-1 or Form CB-1, the plat(s) required by this , and email address.			
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this iss of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.			
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ng fee with this form. If the fee is not received with this form, the KSONA-1 P-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:			

Conservation Division 266 N. Main St., Ste. 220 Wichita, KS 67202-1513



2019-06-10 14:27:28 Kansas Corporation Commission /s/ Lynn M. Retz

> Phone: 316-337-6200 Fax: 346-337-6211 http://kcc.ks.gov/

Laura Kelly, Governor

Dwight D. Keen, Chair Shari Feist Albrecht, Commissioner Susan K. Duffy, Commissioner

June 10, 2019

Robert J. McFadden Foulston Siefkin LLP 1551 N. Waterfront Parkway, Suite 100 Wichita, KS 67206-4466

Re:

Your Correspondence of June 7, 2019

K.S.A. 55-1317

Docket Number 19-CONS-3403-CUNI

Mr. McFadden:

This letter acknowledges receipt of the attached documents, which Commission Staff understand are being filed pursuant to K.S.A. 55-1317.

As of today, no proceedings have been instituted with the Commission regarding this matter. Although the Commission does not anticipate any proceedings, this matter has been assigned KCC Docket Number 19-CONS-3403-CUNI for ease of future reference.

You are welcome to contact me if you have any questions.

Sincerely,

Lauren N. Wright Litigation Counsel

Kansas Corporation Commission

Robert J. McFadden

rmcfadden@foulston.com Phone: 316.291.9533 Fax: 866.790.9483 ATTORNEYS AT LAW

1551 N. WATERFRONT PARKWAY, SUITE 100 WICHITA, KS 67206-4466

June 6, 2019

RECEIVED
KANSAS CORPORATION COMMISSION

JUN 07 2019

CONSERVATION DIVISION WICHITA, KS

VIA HAND DELIVERY

Lauren Wright Litigation Counsel, Conservation Division Kansas Corporation Commission 226 N. Main St., Suite 220 Wichita, KS 67202

Re:

West Jimmy Unit, Thomas County, Kansas

Dear Lauren:

Enclosed please find the following documents regarding the West Jimmy Unit:

- 1. Unit Agreement;
- 2. Approval of the Unit Agreement by 90.916% of the working interest owners and all mineral and royalty owners;
- 3. Notice of Intent to Conduct Unit Operations, with Certificate of Service; and
- 4. Proof of Publication in *The Wichita Eagle* and *The Colby Free Press*, publishing notice of the institution of the enclosed Unit Agreement.

As indicated, the West Jimmy Unit has been approved by over 90 percent of the working interest owners and all of the mineral and royalty owners. Therefore, pursuant to K.S.A. 55-1317, we are requesting that the Commission assign a docket number to this Application for the recognition by the Commission of the existence of unit operations.

Please let me know if you have any questions.

Sincerely,

FOULSTON SIEFKIN LLP

Robert J. McFadden

RJM/enclosures

cc: Slawson Exploration Company, Inc.

LexMundi World Ready

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 <u>Oil and Gas Rights</u> 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 <u>Outside Substances</u> means all substances obtained from any source other than the Unitized Formations and which are injected into the Unitized Formations.
- 1.3 <u>Royalty Interest</u> 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 <u>Tract</u> is a portion of the land making up the Unit Area and given a Tract number in Exhibit A.
- 1.6 <u>Well Participation</u> is the percentage shown in Exhibit A, Part 3 for allocating Unitized Substances to a given well.
- 1.7 <u>Unit Area</u> 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.
- 1.8 <u>Unit Equipment</u> 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 <u>Unit Expenses</u> 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 <u>Unit Operating Agreement</u> 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 <u>Unit Operations</u> 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 <u>Unit Operator</u> 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 <u>Unit Participation</u> 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 <u>Unitized Formations</u> 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 4720 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 <u>Unitized Substances</u> 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 <u>Working Interest</u> 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 <u>Working Interest Owner</u> 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.
- 2.3 <u>Reference to Exhibits</u>. 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 <u>Correcting Errors.</u> 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 <u>Filing Revised Exhibits</u>. 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

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 <u>Personal Property Excepted</u>. 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 <u>Amendment of Leases and Other Agreements</u>. 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 <u>Continuation of Leases and Term Interests</u>. 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 <u>Titles Unaffected by Unitization</u>. 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 <u>Injection Rights</u>. 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 <u>Development Obligation</u>. 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 <u>Leases Ratified</u>. 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 <u>Unit Operator</u>. 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 <u>Method of Operation</u>. 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 <u>Change of Method of Operation</u>. 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 <u>Well Participation and Allocation of Production</u>. 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:

20% Usable well bores open in the Unitized Formations

65% 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 <u>Allocation to Tracts</u>. 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 <u>Distribution Within Tracts</u>. 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.

- 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 Substance 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 <u>Use of Unitized Substances</u>. 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 <u>Royalty Payments</u>. 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 <u>Warranty and Indemnity</u>. 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 <u>Working Interest Titles</u>. 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 <u>Royalty Interest Titles</u>. 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 <u>Grant of Easements</u>. 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 <u>Use of Water</u>. 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 <u>Surface Damages</u>. 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 <u>Unit Area.</u> 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 <u>Determination of Well Participation</u>. 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 <u>Covenant Running With the Land</u>. 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 <u>Transfer of Title</u>. 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 <u>Waiver of Rights to Partition</u>. 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 <u>No Partnership</u>. 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 <u>Royalty Interest Owners Free of Costs.</u> 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 <u>Laws and Regulations</u>. 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 <u>Effective Date</u>. 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 **Ipso 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 <u>Certificate of Unitization</u>. 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 <u>Determination by Working Interest Owners</u>. 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 <u>Term.</u> 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 <u>Termination by Working Interest Owners</u>. 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 <u>Effect of Termination</u>. 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 <u>Salvaging Equipment Upon Termination</u>. Unit Operator will have a period of twelve (12) months after this Agreement terminates within which to salvage and remove Unit Equipment.
- 18.5 <u>Certificate of Termination</u>. 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 <u>Amendments Affecting Working Interest Owners</u>. Amendments to this Agreement, relating wholly to the Working Interest Owners, may be made if signed by all Working Interest Owners.
- 19.2 <u>Action by Working Interest Owners</u>. Any action or approval required by the Working Interest Owners shall be in accordance with the provisions of the Unit Operating Agreement.
- 19.3 <u>Lien and Security Interest</u>. 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 <u>Conflicts</u>. 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 <u>Original, Counterpart, or Other Instrument</u>. 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 <u>Joinder in Dual Capacity</u>. 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.

[SIGNATURES ON FOLLOWING PAGES]

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

By:	P. ALIONA, LANCESTON, MARKETON,
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 10/27/2014

Date: 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
Treat 1 (NW// 24 105 24W) Saveis #2			
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	0.55000	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
The state of the s	** 1	100%	1.0000000
		100/0	1.000000

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
	WI	0.75000	0.6337500
Slawson Exploration Company	WI	0.05000	0.0422500
Icenine Properties, LLC	WI	0.01000	0.0084500
Mike Logan Oil Properties LLC		0.02000	0.0169000
Kent C. Thompson	WI		0.0294060
U.S. Energy Development Corporation	WI	0.03480	0.0294000
Omega 2009 Drilling Program 2 LP	WI	0.02130	
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
m /2 010// 22 100 2 /550 T AST	и э		
Tract 3 (NE/4 23-10S-34W) - James AY			0.1250000
James Family, LLC	RI		0.0080000
Bernal Resources LLC	ORR		0.0080000
Kelley Natural Resources LLC	ORR		
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
	tt 4		
Tract 3 (NE/4 23-10S-34W) - James AY			0.1250000
James Family, LLC	RI		0.0075000
Bernal Resources LLC	ORR		0.0073000
Christopher P. Gough	ORR		
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
True at 4 (NE/4 26 108 24W) Lamag 1 2	6 & Tomos	7 76	
Tract 4 (NE/4 26-10S-34W) - James 1-20 James Family, LLC	RI	2-20	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
A	WI	0.75000	0.6337500
Slawson Exploration Company	WI	0.05000	0.0422500
AG Andrikopoloulos Resources Inc. Icenine Properties, LLC	WI	0.05000	0.0422500
<u> </u>	WI	0.01000	0.0084500
Mike Logan Oil Properties LLC	WI	0.02000	0.0169000
Kent C. Thompson	WI	0.03480	0.0294060
U.S. Energy Development Corporation	WI	0.03408	0.0234000
Omega 2009 Drilling Program 2 LP	WI	0.04260	0.0287970
Omega 2009 Drilling Program 3 LP	WI	0.04200	0.0071994
Omega 2009 Drilling Program 4 LP	W I	100%	1.0000000
		10070	1.000000
Tract 4 (NE/4 26-10S-34W) - James 2-20	6		
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
Contain Diming 1 regium 12 21		100%	1.0000000
Tract 4 (NE/4 26-10S-34W) - James 3-20			0.1050000
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
	WI	0.01000	0.0084500
Mike Logan Oil Properties LLC			0.0169000
Kent C. Thompson	WI	0.02000	
U.S. Energy Development Corporation	WI	0.12000	0.1014000
		100%	1.0000000
Tract 5 (SW/4 23-10S-34W) - James BE	C #1		
James Family, LLC	RI		0.1250000
Bernal Resources LLC	ORR		0.0090000
Mary Powell	ORR		0.0180000
	ORR		0.0090000
Rainy Day LLC			0.0090000
Stephen B. Slawson Revocable Trust	ORR	0.75000	
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
C.E. Zueig, Development despera		100%	1.0000000
		200,0	
Tract 5 (SW/4 23-10S-34W) - James BE	° #2		
James Family, LLC	RI		0.1250000
Bernal Resources LLC	ORR		0.0120000
			0.0007500
Kelley Natural Resources LLC	ORR		
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
	WI	0.01680	0.0141960
U.S. Energy Development Corporation		0.10320	0.0872040
Genesis Drilling Program II LP	WI		1.0000000
		100%	1.0000000
TO A CONTRACTOR AND THE TO	. #4 O TT'II	TT4 #2	
Tract 6 (NW/4 26-10S-34W) - Hills Tru		s Trust #3	0.0605000
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
	WI	0.75000	0.5822344
Slawson Exploration Company	AA T	0.75000	0.2022274

	** **	0.05000	0.0205156
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 Tru	st #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 2 LP	WI	0.04260	0.0336673
Omega 2009 Drilling Program 4 LP	WI	0.02130	0.0168336
Omega 2009 Drining Flogram 4 Li	AA 1	100%	1.0000000
		10070	1.0000000
Tract 6 (NW/4 26-10S-34W) - Hills Tru	st #2		
Michael J. & Cynthia A. Moses	RI		0.0312500
	RI		0.0312500
Nancy L. Schiefen	RI		0.0625000
James Family, LLC	ORR		0.0025000
Bernal Resources LLC			0.0136719
Michael J. & Cynthia A. Moses	ORR		0.0136719
Nancy L. Schiefen	ORR		
Mary Powell	ORR		0.0180000
Rainy Day LLC	ORR		0.0075000
Stephen B. Slawson Revocable Trust	ORR	0.89.000	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			
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
Slawson Exploration Company	***	100%	1.0000000
		20070	
Tract 8 (SW/4 24-10S-34W) - Epard Fa	rms 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	0.010238
Jett Rink LLC	WI	0.05000	0.0405000
Arnold & Patricia Hess Family Trust	WI	0.06000	0.0486000
	WI	0.10000	0.0810000
Dick Hess Family Trust No. 2	WI	0.06000	0.0486000
Bryan K. Hess Family Trust	WI	0.02000	0.0162000
James C. Hess Trust	WI	0.03000	0.0102000
Messelt LLC	WI	0.03000	0.0102262
NSR Associates LLC		0.10000	0.0810000
Pickrell Acquisitions, Inc.	WI		0.1603800
CH Todd, Inc.	WI	0.19800 100%	1.0000000
		10070	1.0000000
Tract 8 (SW/4 24-10S-34W) - Epard Fa	rms 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
	ORR		0.0084325
GS Investments, Inc.	ORR		0.0168650
PACK Energy, Inc.	WI	0.13200	0.1069200
Norstar Petroleum, Inc.	WI WI	0.04000	0.0324000
ALG Corporation	WI	0.04000	0.0405000
Brace Fox, LLC	VV 1	0.05000	0.0402000

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
•	WI	0.10000	0.0810000
Dick Hess Family Trust No. 2	WI	0.06000	0.0486000
Bryan K. Hess Family Trust			0.0480000
James C. Hess Trust	WI	0.02000	0.0102000
Messelt LLC	WI	0.03000	
NSR Associates LLC	WI	0.01262	0.0102262
Pickrell Acquisitions, Inc.	WI	0.10000	0.0810000
CH Todd, Inc.	WI	<u>0.19800</u>	0.1603800
		100%	1.0000000
Tract 9 (NE/4 27-10S-34W) - Epard Fa	rms 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
-	ORR		0.0002280
John L. Fitz-Simons	ORR		0.0053040
Doyle Creek LLC			0.0200000
Thomas J. Funk	ORR		
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	0.46550	0.3677450
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
	WI	0.01140	0.0090060
Linda S. Davidson Rev. Trust			0.0270180
CH4 Producers Inc.	WI	0.03420	
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
		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	0.01724654759345
Hills Trust #1	6	0.07659849681429
Hills Trust #2	6	0.05939416980978
Hills Trust #3	. 6	0.02025095440678
Hills Trust #5	6	0.04398609046608
James 1-26	4	0.05652137575166
James 2-26	4	0.01696931819282
James 3-26	4	0.03541197516531
James BE #1	5	0.12065147332288
James BE #2	5	0.04502457485744
James AY #1	2	0.09270069500732
James AY #2	2	0.05084185173955
James AY #3	3	0.03613931704549
James AY #4	3	0.08985369053038
Soucie #1	1	0.07219391133820
Soucie #2	1	0.01529305507395
Epard Farms 1-24	8	0.03111643753354
Epard Farms 2-24	8	0.0000000000000
Epard 1-27	9	0.10241251340996
James B 1-23	10	0.01739355194112

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

Unit Interests

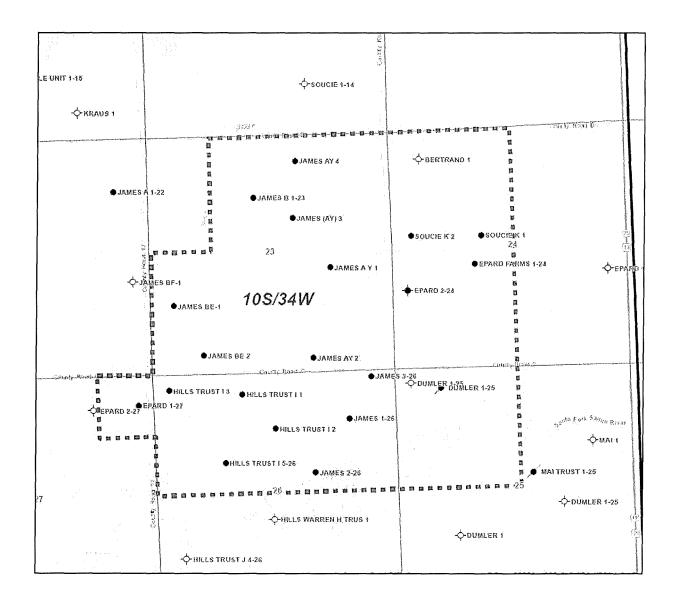
Interest Owner	Interest	Unit WI	Unit NRI
Slawson Exploration Company	WI	0.60599643	0.50050645
Alameda Energy, Inc.	WI	0.05366347	0.04534563
US Energy Development Corp.	WI	0.07404944	0.06165760
AG Andrikopoulos Resources Inc.	WI	0.03695651	0.03076195
Mike Logan Oil Properties LLC	WI	0.00739130	0.00615239
Icenine Properties, LLC	WI	0.03695651	0.03076195
Kent C. Thompson	WI	0.01478261	0.01230478
Omega 2009 Drilling Program 2 LP	WI	0.00394608	0.00328320
Omega 2009 Drilling Program 3 LP	WI	0.00644748	0.00534565
Omega 2009 Drilling Program 4 LP	WI	0.00250140	0.00206244
Genesis Drilling Program II LP	WI	0.00175123	0.00147979
Stewart Farms, LC	WI	0.00463503	0.00370803
Murfin Drilling Company Inc.	WI	0.05834745	0.04620123
SOG Investors LLC	WI	0.00273158	0.00216191
Muirfield Resources Co.	WI	0.00273158	0.00213460
Childress Family LP	WI	0.00273158	0.00376820
Simpson Oil & Gas LLC	WI	0.00341447	0.00270239
Razor Creek LLC	WI	0.00409737	0.00324287
JB3 Investments LLC	WI	0.00273158	0.00216191
James K. Snook Rev. Trust	WI	0.00136579	0.00108096
Linda S. Davidson Rev. Trust	WI	0.00136579	0.00108096
CH4 Producers Inc.	WI	0.00409737	0.00324287
T. Warren Hall Rev. Trust	WI	0.00569079	0.00450398
JFH Investment Properties LLC	WI	0.00227632	0.00180159
Funk Petroleum LLC	WI	0.00599030	0.00474104
Seamark Investments Inc.	WI	0.00705658	0.00558494
Hartman Oil Company Inc.	WI	0.01517753	0.01199025
Norstar Petroleum, Inc.	WI	0.00410737	0.00332697
ALG Corporation	WI	0.00124466	0.00100817
Brace Fox, LLC	WI	0.00155582	0.00126022
Dome Resources, Inc.	WI	0.00217815	0.00176430
David Reichman	WI	0.00077791	0.00063011
Donald J. & Joan M. Reichenberger Trust	WI	0.00062233	0.00050409
David B. Pauly, Jr. Revocable Trust	WI/ORR	0.00062233	0.00076648
Reichman Resources, LLC	WI	0.00038507	0.00031190
Jett Rink LLC	WI	0.00155582	0.00126022

Arnold S. & Patricia L. Hess Family Trust	WI	0.00186699	0.00151226
Dick Hess Family Trust No. 2	WI	0.00311164	0.00252043
Bryan K. Hess Family Trust	WI	0.00186699	0.00151226
James C. Hess Trust	WI	0.00062233	0.00050409
Messelt LLC	WI	0.00093349	0.00075613
NSR Associates LLC	WI	0.00039284	0.00031820
Pickrell Acquisitions, Inc.	WI	0.00311164	0.00252043
CH Todd, Inc.	WI	0.00616105	0.00499045
Raymond W. & Joanne Dumler	RI		0.00215582
James Family, LLC	RI		0.07390061
Robert L. Soucie Revocable Trust	RI		0.00546794
Carrie A. Soucie Revocable Trust	RI		0.00546794
Epard Farms	RI		0.01280156
Michael J. & Cynthia A. Moses	RI/ORR		0.01532129
Nancy L. Schiefen	RI/ORR		0.01532129
Richard L. Epard Trust No. 1	RI		0.00388955
Bernal Resources LLC	ORR		0.00646701
Mary Powell	ORR		0.00856926
Rainy Day LLC	ORR		0.00663148
The Stephen Bradford Slawson Rev. Trust	ORR		0.00717280
Limestone Creek LLC	ORR		0.00031968
Kelley Natural Resources LLC	ORR		0.00015984
Christopher P. Gough	ORR		0.00053550
Wildboyz Consulting LLC	ORR		0.00021420
Stewart M. Kowalski Rev. Trust	ORR		0.00005355
Craig A. Slawson 2014 Rev. Trust	ORR		0.00006180
Todd Slawson Trust	ORR		0.00006180
Robert D. Young	ORR		0.00019107
Michael T. Runnion	ORR		0.00003131
MCS Royalty Interests LLC	ORR		0.00002609
John L. Fitz-Simons	ORR		0.00002732
Doyle Creek LLC	ORR		0.00064964
Thomas J. Funk	ORR		0.00237438
David Doyel & Tammy Doyel	ORR		0.00084072
Kenneth M. Dean	ORR		0.00038214
Leon W. Rodak	ORR		0.00009393
Michael A. Pisciotte & Victoria J.	ORR		0.00006262
Key Pool	ORR		0.00061143
Jesse N. Tucker	ORR		0.00031953
Tamara A. Rodak	ORR		0.00047929
Colleen M. O'Callaghan	ORR		0.00007988
William A. Miller	ORR		0.00013314

Kathleen A. Teel	ORR	0.00007988
Rich Phannenstiel	ORR	0.00204825
Patsy L. Botts	ORR	0.00009242
Elevate Energy Ltd.	ORR	0.00010268
Robert E. Elder	ORR	0.00077791
GS Investments, Inc.	ORR	0.00026239
PACK Energy, Inc.	ORR	0.00052478

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

Unit Area Map



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

By: /X)- U

Printed Name: PER BURCHARDT

Title: / RESIDENT

Company: C. H. TODD, INC.

Date: 5/14/19

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

Printed Name: PEN BURCHARDI

Title: PICES (DENT

Company: NORSTAN PETROLEUM INC.

Date: _5/14/19

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

By: Thousan for

Printed Name: Fork Petrolem, LLC

Title: Operer

Date: ///28/18

(repeat as necessary)

By: John V. James	
Printed Name: James Family LLC by	John V. James, Mgr
Title: Manager	
Date: /2/10/18	
reneat as necessary)	

	Eparo Farms By: Buhard Frank
	By: Gichard Frank
	Printed Name: Richard Eparp
	Title: VRES of Partners
	Date: 1-2-19
	(repeat as necessary)
	Rubanda. Epard Trust #1
7	Buland L. Fand
	1 / Nunter

By: Part & Source a Source

Printed Name: Robert L. Soucie Carrie A. Soucie

Title: Owner

Date: Jan. 10, 2019 1-10-19

By: Raymont Word (Damler
Printed Name: Raymon 1 Ward Dum 10~
Title:
Date: 12/6/18
(reneat as necessary)

By Michaly, Moses	anthia C Moses
Printed Name MICHAEL J. MOSKS	Cynthia C. Moses
Title: Thustee	trustee
Date: 12-11-18	12/11/18

> West Jlmmy Unit Plan of Unitization

By: JB3 Investments by	
Printed Name: 183 Twestment by Enck Eru	<i>!</i> \~
Title:	
Date:	
(repeat as necessary)	

By: Gudan & Davison	
Printed Name: Lingu 5. Davison Trus	4
Title: Trustee	
Date:	



By: T. Warran Hall
Printed Name: T. Warren Hall Rev. Tr
Title:
Date: 11-9-18
(repeat as necessary)

ву:Х	all Da
Printed Name: _	Steve M. Dillard
Γitle:	Vice President of Pickrell Acquisitions, Inc.
Date:	11/26/2018
repeat as neces	sary)

IN WITNESS WHEREOF, this Unit Agreement is approved on the effective as of the Effective Date.	dates of execution, but
By: Cw	
Printed Name: Town Singsia	
Maria	

By: Och W. Pilkington, Jr.

Title: President

Date: 11-27-2018

By: C. S. St Colinson	
Printed Name: _ C. Scott Robinson Geological Manager	
Title: Murfin Drilling Company, Inc.	
Date: 11/27/18	
(repeat as necessary)	

IN WITNESS WHEREOF, this Unit Operating Agreement is approved on the dates of execution by the Working Interest Owners and Unit Operator.

By: /// Mis & Darbonan

Printed Name: Willis & Hartman

Title: Chuner 1 HDC

Date: 11/29/18

SEAMAIZIC INVESTMENTS ,INC.

By: Robert Builder Pres

Printed Name: Rocky Builde

Title: P1255

Date: 11 /10/2018

(repeat as necessary)

IN WITNESS WHEREOF, this Unit Operating Agreement is approved on the dates of execution by the Working Interest Owners and Unit Operator.

Printed Name: Day Doy el

Title: MGR

Date: $\frac{11/30/20/9}{}$

MICHLY KS-87278
BOX 782830
BAZOR-CREEK LLC

RAZOR CREEK LLC P.O. BOX 782530 WICHITA, KS 67278

BRACE FOX, LL C By: Deeple Coffens.
By Donaph C Henry
Printed Name: JOSEPH C. LUKENS, JR
Title: PRESIDENT
Date: 12-9-18

By: Done Pac Anc Sant Entered	S
Title: V.P.	
Date:	
(repeat as necessary)	

By signing this letter, And rikefold confirm the West Jimmy Unit Agreement and Unit of in initial unit operations and to reimburse the unit of the Unit Agreement and Unit Operating Agreement	perator for its share of the costs as provided in
STATE OF Wyoming) COUNTY OF Laramie The foregoing instrument was acknowledged 20 [8, by William R. Scribrer A. Ari kopenlos Resources, My Appointment Expires: 8/30/19	before me this 26 day of December, as 10 s valent of Trac. Should be and Notary Public SHEILA NEELANDS NOTARY PUBLIC SHEILA NEELANDS NOTARY PUBLIC WYOMING WY COMMISSION EXPIRES AUG 30, 2019

By: Jeffel trans

Title: VicePresident, JFH. Investment Properties, LLC

Date: 2/8/2019

By: Marcy Schieten

Printed Name: Nancy L. Schiefen

Title: Trustee - Warren Hills Trust

Date: ____May 3, 2019

Dy. (see)

Printed Name: John T. Stewart III

Title: Managing Member, Stewart Farms LC

Date: April 30, 2019

 D_{λ} .

Printed Name: Stove Slawson

Title: V. President

Alameda

Date: 5/1/19

(repeat as necessary)

13

By signing this letter, Slowson confirm the West Jimmy Unit Agreement and Unit in initial unit operations and to reimburse the unit the Unit Agreement and Unit Operating Agreement	operator for its share of the costs as provided in
	By: Affr Printed Name: Steve Slawson Title: V, President
	Title: V, Presidet Date: 5/1/19
STATE OF) COUNTY OF)	
COUNTY OF)	
The foregoing instrument was acknowledge	ed before me this day of
20, by	, asof
My Appointment Expires:	Notary Public

Ic	ENINE PROPOSITION, LLC
By:	Devyles Me Call Hanager
Printed Nat	me: Davours B Mc Collon
Title:	Manga
Date:	EMay 19
(repeat as n	ecessary)

WEST JIMMY UNIT

IN WITNESS WHEREOF, this Unit Operating Agreement is approved on the dates of execution by the Working Interest Owners and Unit Operator.

Ву: / Д

Printed Name: PEN BURCHANDT

Title: MANAGING- HEMBER, MESSELT, LLC

Date: 2 -12 -19

By: Sullfauff Printed Name: David B Pauly 30.	Rawacable Trust
Title: //ustee	Nevo (2015 11 5
Date: /2/27//8	

By: Rengt Collanger
Printed Name: Rent 2. Thomason
Title:
Date: 1219
(reneat as necessary)

West Jimmy Unit Thomas County, KS

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

CH4 Producers, Inc. P.O. Box 7561 Boulder, CO 80306

By: Mary Marie Sogn Printed Name: Mary Anne Loan

Title: President Mike WEHN O. 1 Proposties UC

Date: 4/16/2018

By: 10 0 1

Printed Name: Michgel B. Stabbs

Title: Manager, SOG-Linkestors, L

Date: Nov - 29 7018

BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

Shari Feist Albrecht, Chair

License No. 3988

Jay Scott Emler
Dwight D. Keen

In the Matter of the Application of Slawson)

Exploration Company, Inc., for an Order)
Authorizing the Unitization and Unit)
Operation of the West Jimmy Unit in)

Jay Scott Emler
Dwight D. Keen

CONSERVATION 19-CONS-3255-CUNI

CONSERVATION DIVISION

Before Commissioners:

NOTICE OF INTENT TO CONDUCT UNIT OPERATIONS

TO ALL OIL AND GAS PRODUCERS, PURCHASERS, ROYALTY OWNERS, LANDOWNERS, AND ALL PERSONS CONCERNED:

You are hereby notified that all mineral and royalty owners and not less than 90% of the Working Interest Owners have approved, in writing, a contract for the unit operation of the West Jimmy Unit in Thomas County, Kansas, and described as follows:

Township 10 South, Range 34 West:

Thomas County, Kansas

Section 23: S/2, NE/4, E/2 NW/4

Section 24: W/2 Section 25: NW/4 Section 26: N/2

Section 27: NE/4 NE/4

Any working interest owner who objects to or protests such unit operation has the right to institute proceedings, within 30 days after receipt of this notice, to have the matter determined by the State Corporation Commission in accordance with the provisions of K.S.A. 55-1301 *et seq*. Pursuant to K.S.A. § 55-1317, if no such proceedings are instituted, the Unit Agreement shall become effective upon expiration of the 30-day period.

Robert J. McFadden, #27180 FOULSTON SIEFKIN LLP 1551 N. Waterfront Pkwy., Suite 100 Wichita, Kansas 67206

Office: (316) 267-6371 Fax: (866) 790-9483

Attorneys for Slawson Exploration Company, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 7th day of May, 2019, a true and correct copy of the foregoing Notice of Intent to Conduct Unit Operations was mailed by U.S. Mail, postage prepaid, to the following persons and entities:

Slawson Exploration Company, Inc. 727 N. Waco, Ste. 4000 Wichita, KS 67203

Alameda Energy, Inc. 727 N. Waco, Ste. 4000 Wichita, KS 67203

US Energy Development Corporation Attn: Douglas Walch 2350 N. Forest Road, Ste. 14-A Getzville, NY 14068

AG Andrikopoulos Resources, Inc. PO Box 788 Cheyenne, WY 82003

Mike Logan Oil Properties LLC 2355 Cherryville Road Greenwood Village, CO 80121

Icenine Properties LLC 191 University Blvd. #839 Denver, CO 80206

Kent C. Thompson 401 B Street, Ste. 2400 San Diego, CA 92101

Omega 2009 Drilling Program 2, LP 2350 North Forest Road Getzville, NY 14068

Omega 2009 Drilling Program 3, LP 2350 North Forest Road Getzville, NY 14068

Omega 2009 Drilling Program 4, LP 2350 North Forest Road Getzville, NY 14068 Norstar Petroleum Inc. 88 Inverness Circle East, Unit F104 Englewood, CO 80112

ALG Corporation PO Box 659 Denver, CO 80201

SOG Investors, LLC Attn: Michael B. Stubbs 420 Lexington Ave., Ste. 402 New York, NY 10170

Dome Resources, Inc. 9050 Greenville Ave. Dallas, TX 75243

David Reichman 299 Milwaukee Street, Ste. 322 Denver, CO 80206

Donald J. & Joan M. Reichenberger Trust 1448 Briarwood Lane McPherson, KS 67460

David B. Pauly, Jr. Revocable Trust 100 S. Main Street, Ste. 415 Wichita, KS 67202

Reichman Resources, LLC 3993 Old Santa Fe Trail Santa Fe, NM 87505

Jett Rink, LLC PO Box 1009 McPherson, KS 67460

Arnold S. & Patricia L. Hess Family Trust PO Box 40 Ransom, KS 67572 Genesis Drilling Program II LP 2350 North Forest Road Getzville, NY 14068

Stewart Farms, LC PO Box 2 Wellington, KS 67152

Murfin Drilling Company, Inc. 250 N. Water, Ste. 300 Wichita, KS 67202

Brace Fox LLC 2700 SW Butler Road Benton, KS 67017

Muirfield Resources Company PO Box 3166 Tulsa, OK 74101

Childress Family Investments, L.P. Attn: Larry Childress 2733 E. Battlefield Rd., #104 Springfield, MO 65804

Pickrell Acquisitions, Inc. 100 S. Main Street, Ste. 505 Wichita, KS 67202

Razor Creek, LLC Attn: David R. Doyel PO Box 782530 Wichita, KS 67278

JB3 Investments, LLC Attn: John H. Beury 3500 N. Rock Road, #800 Wichita, KS 67226

James K. Snook Rev. Trust 14800 W. Maple Wichita, KS 67235

Linda S. Davidson Rev. Trust 1200 S. 119th St. W. Wichita, KS 67235 Dick Hess Family Trust No. 2 PO Box 1009 McPherson, KS 67460

Bryan K. Hess Family Trust PO Box 1009 McPherson, KS 67460

James C. Hess Trust 225 N. Market, Ste. 300 Wichita, KS 67202

Messelt, LLC 88 Inverness Circle East, Unit F104 Englewood, CO 80112

NSR Associates, LLC 299 Milwaukee Street, Ste. 322 Denver, CO 80206

Simpson Oil & Gas LLC Attn: Tina Simpson 1515 Commerce Parkway Hays, KS 67601

CH Todd, Inc. 1000 N. Tyler Rd., Ste. 100 Wichita, KS 67212

JFH Investment Properties, L.L.C. Attn: J. Fred Hambright 125 N. Market, Ste. 1415 Wichita, KS 67202

Seamark Investments, Inc. Attn: Rod Burke 1617 Williams Dr. Georgetown, TX 78628

Funk Petroleum, LLC 2110 N. 1184 Rd. Eudora, KS 66025

Hartman Oil Co., Inc. 10500 E. Berkeley Square Pkwy., Ste. 100 Wichita, KS 67206 CH4 Producers, Inc. Attn: Lawrence Cohen PO Box 7561 Boulder, CO 80306

Michael J. & Cynthia A. Moses 1601 County Road T Colby, KS 67701

Nancy L. Schiefen 5868 Westheimer Rd., #262 Houston, TX 77057

Raymond W. & Joanne Dumler 20470 N. Date Palm Way Surprise, AZ 85387

James Family, LLC 804 Central Avenue Nebraska City, NE 68410

Intrust Bank Attn: Jay Smith 105 N. Main Wichita, KS 67202

Bank of America, Legal Order Processing DE5-024-02-08 PO Box 15047 Wilmington, DE 19850-5047 Epard Farms Attn: Richard Epard 1380 County Road 21 Colby, KS 67701

Robert L. Soucie Revocable Trust Box 25 Upland, NE 68981

Carrie A. Soucie Revocable Trust Box 25 Upland, NE 68981

T. Warren Hall Rev. Trust 3015 Thunderbird Ct. Hays, KS 67601

Richard L. Epard Trust No.1 1380 County Road 21 Colby, KS 67701

CrossFirst Legal Department Attn: Katie O'Connor 1440 Tomahawk Creek Pkwy. Leawood, KS 66211

Robert J. McFadden (#27180)

1551 N. Waterfront Parkway, Suite 100

Wichita, Kansas 67206

(316) 267-6371 Fax: (866) 790-9483

Email: rmcfadden@foulston.com

Attorneys for Slawson Exploration Company, Inc.