

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

In the matter of the Application of John O. Farmer, Inc. for	)	Docket No. 21-CONS-3175-CUNI
an order authorizing the unitization and unit operation of the	)	
Sutor-Ziegler Waterflood Unit to be located in Sheridan	)	CONSERVATION DIVISION
County, Kansas	)	
	)	License No: 5135

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**AMENDED APPLICATION**

John O. Farmer, Inc. ("Farmer") files this Amended Application requesting an order of the State Corporation Commission of the State of Kansas ("Commission") authorizing the unitization and unit operation of the Sutor-Ziegler Waterflood Unit in Sheridan County, Kansas, pursuant to K.S.A. 55-1301, et seq. In support of its Amended Application, Farmer states as follows:

1. Farmer is a Kansas Corporation authorized and in good standing with the Kansas Secretary of State to do business in Kansas. Farmer's business address is 370 West Wichita, Russell, Kansas 67665.
2. The Commission has issued to Farmer oil and gas operator's License No. 5135, which license is in full force and effect through June 30, 2021.
3. Farmer is the owner of undivided working interests in certain oil and gas leases covering the pool sought to be unitized pursuant to this Amended Application. Farmer operates said leases on its own behalf and on behalf of the other non-operating working interest owners of the leases.
4. The proposed Sutor-Ziegler Waterflood Unit will contain 640 contiguous leasehold acres situated in Sheridan County, Kansas. The aerial boundaries of the Sutor-Ziegler Waterflood Unit are depicted on Exhibit B to the Unit Agreement (Exhibit I) described as follows ("Unit Area"):

All of Section Thirty (30), Township Eight (8) South, Range Twenty-six (26) West of the 6<sup>th</sup> P.M., Sheridan County, Kansas, 640 acres.
5. Farmer proposes to unitize and operate the oil and gas leases covering the Unit Area insofar as such leases cover the lands included in the Unit Area as to oil and gas rights and limited in depth to the Lansing-Kansas City and Toronto formations ("Unitized Formations") pursuant to K.S.A. 55-1301, et seq., specifically 55-1304(a)(2).
6. Farmer intends to conduct an enhanced oil and gas recovery project within the Unitized Formations underlying the Unit Area. The proposed waterflood will be completed in

several phases. Currently, there are four active, producing oil and gas wells within the Unit Area. Each of these wells will be operated to produce secondary recovery oil and gas. Phase one of the design includes drilling and equipping a water injection well located as depicted on Exhibit B to the Unit Agreement (Exhibit I). Phase two will include utilization of the produced water from the oil and gas producing wells as injection water for injection into the Unitized Formations in a manner designed to push oil and gas in the Unitized Formations towards producing wellbores to increase the ultimate recovery of oil and gas efficiently and economically from the pool within the Unitized Formations underlying the Unit Area. Where practical, water injection will be limited to a single producing zone at any given time, beginning with the deepest (Lansing-Kansas City “K” zone) and moving subsequently up the well bore, but only after all secondary recovery of oil and gas has been realized within each zone. Phase three includes a comprehensive waterflood performance analysis to determine waterflood effectiveness and assess the need for any adjustments that may improve efficiency, such as additional water injection wells. The development plan attached as Exhibit B to the Operating Agreement (“Exhibit II”) describes and depicts the enhanced oil and gas recovery project.

7. Oil and gas produced from the Sutor-Ziegler Waterflood Unit will be allocated across the following described two tracts:

- Tract 1:  
The West Half (W/2) and the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) and the South Half of the Southeast Quarter (S/2 SE/4) of Section Thirty (30), Township Eight (8) South, Range Twenty-six (26) West of the 6<sup>th</sup> P.M., Sheridan County, Kansas;
- Tract 2:  
The North Half of the Northeast Quarter (N/2 NE/4) and the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) and the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section Thirty (30), Township Eight (8) South, Range Twenty-six (26) West of the 6<sup>th</sup> P.M., Sheridan County, Kansas.

The two tracts are depicted in Exhibit B to the Unit Agreement (“Exhibit II”).

Tract Number	Tract Operator	Tract Name	Description	Tract Participation
1	John O. Farmer, Inc.	Sutor	See above	56.28%
2	John O. Farmer, Inc.	Ziegler	See above	43.72%
TOTAL				100.00%

8. Tract participation and allocation will be based upon a unitization formula which contains the following equally weighted factors, to-wit:

**1/3 Current Production:** Production from December 1, 2018 – November 30, 2019.

**1/3 Remaining Primary:** Estimated remaining primary reserves.

**1/3 Cumulative Production:** Total cumulative production to November 30, 2019.

Exhibit A to the Unit Agreement (“Exhibit I”) shows the allocation of oil and gas across the two different tracts. All costs and expenses incurred in the operation of the Sutor-Ziegler Waterflood Unit will be allocated to the two tracts in the same proportion that revenues from the sale of oil and gas will be allocated.

9. Farmer will be the Unit Operator of the proposed Sutor-Ziegler Waterflood Unit.

10. The pool to be unitized lies within the Unitized Formations beneath the Unit Area. The Unitized formations begin at the top of the Toronto Formation (3646’ TVD) and continues down to the Base Lansing-Kansas City Formation (3884’ TVD) as shown on the logs for the Sutor #6 well. The Sutor #6 well has been assigned API #15-179-21100 and is situated in Tract 1 of the Sutor-Ziegler Waterflood Unit at a location 3,630 feet from the South line and 2,970 feet from the East line of Section 30, Township 8 South, Range 26 West of the 6<sup>th</sup> P.M., Sheridan County, Kansas.

11. Farmer’s technical staff has determined that unitized management, operation, and further development of the pool to be unitized is economically feasible and reasonably necessary to prevent waste within the reservoir and thereby increase substantially the ultimate recovery of oil and gas.

12. Farmer’s technical staff has also determined that the value of the estimated additional oil and gas that can be recovered from the Unitized Formations substantially exceeds the estimated additional costs incident to conducting the enhanced oil and gas recovery operation proposed in this Amended Application.

13. The Unit Agreement and Unit Operating Agreement comprising Farmer’s plan for Unit Operations (“Plan”) are attached hereto as Exhibit I and Exhibit II, respectively. The proposed operations outlined in the Plan are fair, reasonable, and equitable to all interest owners.

14. The Plan has been approved in writing by at least 63 percent of the persons required to pay the costs of the Unit Operations and by the owners of at least 75 percent of the

production or proceeds that will be credited to royalties, excluding overriding royalties or other like interests which are carved out of the leasehold estate. Specifically, Farmer has obtained approval of the Plan from those persons who will pay 100 percent of the costs of Unit Operations. Farmer has obtained approval of the Unit Agreement (Exhibit I) from 83 percent of the owners of the production or proceeds credited to royalties. Farmer can furnish the written approvals from these persons upon request.

15. Exhibit III attached hereto contains a listing of the names and addresses of all oil and gas lessees and other oil and gas interest owners owning interests in the Unitized Formations beneath the Unit Area, whose names and addresses Farmer has been able to determine after diligent search and inquiry, which list also includes lessors' mineral owners, overriding royalty interest owners and mortgagees of oil and gas interests of record. Exhibit IV contains the names and addresses of each operator or lessee and unleased mineral owners of record within one-half mile radius of the Unit Area.

16. Farmer has sent a copy of this Amended Application and the Notice of Application by regular mail to all persons listed on Exhibits III and IV and is causing the Notice of Amended Application to be published in the *Wichita Eagle* and the *Sheridan Sentinel*, an official newspaper for Sheridan County, Kansas. As a result, notice complies with the requirements of K.S.A. 55-1310, K.S.A. 55-605 and K.A.R. 82-3-135a and is lawful and proper in all respects. Each published affidavit will be provided to the Commission upon and after the date of publication of the Notice of Amended Application.


17. Farmer requests that the Commission issue an order authorizing unitization and unit operation of the Suter-Ziegler Waterflood Unit pursuant to K.S.A. 55-1301, et seq., after due notice and hearing.

WHEREFORE, Farmer prays that if no written protest is received within fifteen (15) days after Notice of the Amended Application is published and has been duly provided to all interested persons, administratively grant this Amended Application, and issue an order providing for the unitization and unit operation of the Sutor-Ziegler Waterflood Unit pursuant to the terms set forth in the Plan. In the event a timely and proper protest is filed, Farmer requests that the Commission set this Amended Application for hearing and upon such hearing grant the requested order and make such other provisions as it deems necessary and proper.



Respectfully Submitted,

Thompson, Arthur, Davidson & Katz  
525 North Main Street  
P.O. Box 111  
Russell, Kansas 67665  
Attorneys for John O. Farmer, Inc.

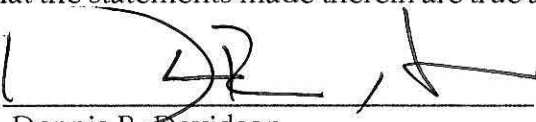
By   
Dennis R. Davidson, #10619

VERIFICATION

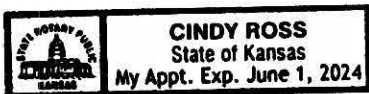
STATE OF KANSAS, COUNTY OF RUSSELL:

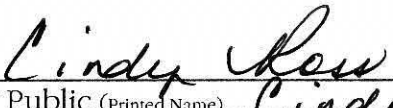
Dennis R. Davidson, being of lawful age and first being duly sworn upon his oath, deposes and says:

That he is the attorney for John O. Farmer, Inc.; he has read the above and forgoing Application and is familiar with its contents, and that the statements made therein are true and correct to the best of his knowledge and belief.

  
Dennis R. Davidson

Signed and sworn to before me on April 14, 2021, by Dennis R. Davidson, attorney for John O. Farmer, Inc.



  
Notary Public (Printed Name) Cindy Ross  
My appointment expires: June 1, 2024

**UNIT AGREEMENT**  
Sutor-Ziegler Water Flood  
Sheridan County, Kansas

THIS AGREEMENT, entered into as of the 10<sup>th</sup> day of March, 2020.

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of Unitized Substances from the Overlook Field, in Sheridan County, Kansas, and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to unitize the Oil and Gas Rights in and to the Unitized Formations in order to conduct Unit Operations as herein provided

NOW, THEREFORE, it is provided as follows:

ARTICLE 1  
DEFINITIONS

As used in this Agreement:

1.1. **Unit Area** is the land identified by tracts in Exhibit A and shown on Exhibit B as to which this Agreement applies.

1.2. **Unitized Formations** means the subsurface portion of the Unit Area described as the common source of supply of oil and gas underlying the unit area known as the Sutor-Ziegler Water Flood Unit and more specifically identified as the Lansing-Kansas City Formation and all formations above the Lansing Kansas City Formation.

1.3. **Unitized Substances** are all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate, and all associated and constituent substances other than Outside Substances within or produced from the Unitized Formations.

1.4. **Tract Participation** is the percentage shown on Exhibit A for allocating Unitized Substances to a Tract.

1.5. **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 Tract by the Tract Participation of such Tract.

ARTICLE 2  
CREATION AND EFFECT OF UNIT

2.1. **Oil and Gas Rights Unitized.** All Oil and Gas Rights of Royalty Owners in and to the lands identified in Exhibit A, and all Oil and Gas Rights of Working Interest Owners in and to said lands, are hereby unitized insofar as the respective Oil and Gas Rights pertain to the Unitized Formations, so that Unit Operations may be conducted with respect to the Unitized Formations as if the Unit Area had been included in a single

lease executed by all Royalty 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.

2.2. **Personal Property Excepted.** All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement.

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

2.4. **Continuation of Leases and Term Interests.** Production from any part of the Unitized Formation, except for the purpose of determining payments to Royalty Owners, or other Unit Operations shall be considered as production from or operations upon each Tract, and such production or operations shall have the same effect under the terms of each lease or mineral or royalty interest grant as to all lands and formations covered thereby just as if there were production from or operations upon each Tract.

2.5. **Titles Unaffected by Unitization.** Nothing herein shall be construed to result in any transfer of title to Oil and Gas Rights.

2.6. **Injection Rights.** Working Interest Owners are hereby granted the right to inject into the Unitized Formations any substances in whatever amounts Working Interest Owners deem expedient for Unit Operations, together with the right to drill, use, and maintain injection wells in the Unit Area, and to use for injection purposes any nonproducing or abandoned wells or dry holes, and any producing wells completed in the Unitized Formation.

### ARTICLE 3 UNIT OPERATIONS

3.1. **Unit Operator.** John O. Farmer, Inc. is hereby designated as the initial Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations, which shall conform to the provisions of this Agreement and the Unit Operating Agreement. If there is any conflict between such agreements, this Agreement shall govern.

ARTICLE 4  
TRACT PARTICIPATIONS

4.1. **Tract Participations.** The Tract Participation of each Tract is shown in Exhibit A.

ARTICLE 5  
ALLOCATION OF UNITIZED SUBSTANCES

5.1. **Allocation to Tracts.** All Unitized Substances produced and saved shall be allocated to the several Tracts in accordance with the respective Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of 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.

5.2 **Distribution Within Tracts.** The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the Persons 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 interests, 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 the proportion to the surface acreage of their respective parts of the Tract.

5.3. **Taking Unitized Substances in Kind.** The Unitized Substances allocated to each Tract may be taken in kind by the respective Persons entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Such Persons shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided they are so constructed, maintained, and operated as not to interfere with Unit Operations. Any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of Unitized Substances shall be borne by the owner of such portion. If any person fails to take in kind or separately dispose of such Person's share of Unitized Substances, Unit Operator shall have the right, but not the obligation, for the time being and subject to revocation at will by the Person owning the share, to purchase or sell to others such share; however, all contracts of sale by Unit Operator of any other Person's share of Unitized Substances 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 year. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owners of each affected Tract or a Person designated by such Working Interest Owners who shall distribute such proceeds to the Persons entitled thereto.

ARTICLE 6  
PRODUCTION AS OF THE EFFECTIVE DATE

6.1. **Oil or Liquid Hydrocarbons in Lease Tanks.** Unit Operator shall gauge or otherwise determine the amount of merchantable oil or other liquid hydrocarbons produced from the Unitized Formations that are in lease tanks as of 7:00 a.m. on the Effective Date. Oil or other liquid hydrocarbons in treating vessels, separation equipment, and tanks below pipeline connections shall not be considered merchantable. Any merchantable oil or other liquid hydrocarbons that were produced from the wells prior to the effective date shall remain the property of the persons entitled thereto.

ARTICLE 7  
USE OR LOSS OF UNITIZED SUBSTANCES

7.1. **Use of Unitized Substances.** Working Interest Owners may use or consume Unitized Substances for Unit Operations, including but not limited to the injection thereof into the Unitized Formation.

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

ARTICLE 8  
TITLES

8.1. **Warranty and Indemnity.** Each Person 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 Persons in interest from any loss due to failure, in whole or in part, of its title to any such interest.

8.2. **Transfer of Title.** Any conveyance of all or any part of any interest owned by a Person with respect to any Tract shall be subject to this Agreement. No change of title shall be binding upon Unit Operator, or upon any Person other than the

Person so transferring, until 7:00 a.m. 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.

#### ARTICLE 9 EASEMENTS OR USE OF SURFACE

9.1. **Grant of Easements.** Working Interest Owners shall have the right to use as much of the surface of the land within the Unit Area as may be reasonably necessary for Unit Operations and the removal of Unitized Substances from the Unit Area.

9.2. **Use of Water.** Working Interest Owners shall have and are hereby granted free use of water from the Unit Area for Unit Operations, except fresh water from any well, lake, pond, or irrigation ditch of a Royalty Owner.

#### ARTICLE 10 RELATIONSHIPS OF PERSONS

10.1. **No Partnership.** All duties, obligations, and liabilities arising hereunder shall be several and not joint or collective. This Agreement shall not be construed to create an association or trust, or to impose a partnership or fiduciary duty, obligation, or liability. Each Person affected hereby shall be individually responsible for its own obligations.

#### ARTICLE 11 FORCE MAJEURE

11.1. **Force Majeure.** All obligations arising hereunder, 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; by Federal, state, or municipal laws; by any rule, regulations, or order of a governmental agency; by inability to secure materials; or by any other cause or causes, whether similar or dissimilar, beyond reasonable control of the Person. No Person shall be required against his will to adjust or settle any labor dispute. Neither this Agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of Unit Operations due to any one or more of the causes set forth in this Article.

#### ARTICLE 12 EFFECTIVE DATE

12.1. **Effective Date.** This Agreement shall become effective as of the date determined by Working Interest Owners in accordance with the voting provisions of the Unit Operating Agreement. Such determination by Working Interest Owners shall be made in accordance with an order approving this unit by the Kansas Corporation

Commission; provided, however, that if this Agreement has been approved in writing by all Royalty Owners and Working Interest Owners, all provisions of this Agreement pertaining to regulatory approval shall be disregarded.

12.2. **Ipsa Facto Termination.** If this unit is not made effective on or before February 1, 2021, this Agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect, unless prior thereto Working Interest owners owning a combined Unit Participation of at least 51% have approved this Agreement and Working Interest Owners owning 51% or more of that percent have decided to extend the termination date for a period not to exceed one year. If the termination date is so extended and this unit is not made effective on or before the extended termination date, this Agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect. For the purpose of this Section, Unit Participation shall be as calculated on the basis of Tract Participations shown on the original Exhibit A.

12.3. **Certificate of Effectiveness.** Unit Operator shall file with the Register of Deeds and for record in the county or counties in which the land affected is located a certificate stating the Effective Date.

#### ARTICLE 13 TERM

13.1. **Term.** This Agreement shall remain in effect so long as Unitized Substances are produced in paying quantities or so long as other Unit Operations are conducted unless sooner terminated by Working Interest Owners owning a combined Unit Participation of 51% or more whenever such Working Interest Owners determine that Unit Operations are no longer economically feasible.

13.2. **Effect of Termination.** Upon termination of this Agreement, the further development and operation of the Unitized Formation as a unit shall cease. The relationships among owners of Oil & Gas Rights shall thereafter be governed by the term and provisions of the leases and other instruments, not including this Agreement, affecting the separate Tracts.

13.3. **Salvaging Equipment Upon Termination.** If not otherwise granted by the leases or other instruments affecting the separate Tracts, Working Interest Owners shall have a reasonable period of time after the date of termination of this Agreement within which to salvage and remove Unit Equipment.

13.4. **Certificate of Termination.** Upon termination of this Agreement, Unit Operator shall file with the Register of Deeds and for record in the county in which

the land affected is located a certificate that this Agreement has terminated, stating its termination date.

#### ARTICLE 14 APPROVAL

14.1. **Original, Counterpart, or Other Instrument.** An owner of Oil and Gas Rights may approve this Agreement by signing the original, a counterpart thereof, or other instrument approving this Agreement. The signing of any such instrument shall have the same effect as if all Persons had signed the same instrument.

14.2. **Commitment of Interests to Unit.** The approval of this Agreement by a Person shall bind that Person and commit all interests owned or controlled by that Person as of the date of such approval, and additional interests thereafter acquired.

#### ARTICLE 15 GENERAL

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

15.2. **Governing Law.** This Agreement and all matters pertaining hereto, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the laws of the state of Kansas.

15.3. **Amendments Affecting Working Interest Owners.** Amendments hereto relating wholly to Working Interest Owners may be made if signed by all Working Interest Owners unless otherwise provided herein.

15.4. **Severability of Provisions.** The provisions of this Agreement are severable and if any section, sentence, clause or part thereof is held to be invalid for any reason, such invalidity shall not be construed to affect the validity of the remaining provisions of this Agreement.

#### ARTICLE 16 SUCCESSORS AND ASSIGNS

16.1. **Successors and Assigns.** This Agreement shall extend to, be binding upon, and inure to the benefit of the Royalty Owners and Working Interest Owners and their respective heirs, devisees, legal representatives, successors and assigns, and shall constitute a covenant running with the lands, leases, and interests covered hereby.



IN WITNESS WHEREOF, the Persons hereto have approved this Agreement  
on the dates opposite their respective signatures.

JOHN O. FARMER, INC.

Date 3/10/2020

By John O. Farmer IV  
John O. Farmer IV, President

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on March 10, 2020, by John O. Farmer IV, President of John O. Farmer, Inc.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

JOHN O. FARMER TRUST PROPERTIES, LLC

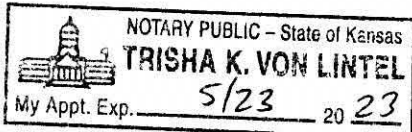
Date March 13, 2020

By John O. Farmer III  
John O. Farmer III, Managing Partner

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on March 13, 2020, by John O. Farmer III, Managing Partner of John O. Farmer Trust Properties, LLC.



Trisha K. VonLintel  
Notary Public (Printed Name) Trisha K. VonLintel  
My appointment expires: 5/23/20

\*\*\*\*\*

JOHN O. FARMER TRUSTS' RESOURCES, LLC

Date 3-12-2020

By John O. Farmer IV  
John O. Farmer IV, Managing Partner

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on March 12, 2020, by John O. Farmer IV, Managing Partner of John O. Farmer Trusts' Resources, LLC.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

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JOHN O. FARMER IV REVOCABLE TRUST

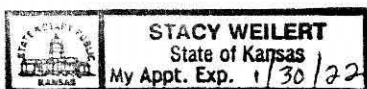
Date 3-12-2020

By John O. Farmer IV  
John O. Farmer IV, Trustee

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on March 12, 2020, by John O. Farmer IV, Trustee of the John O. Farmer IV Revocable Trust.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

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JOHN O. FARMER III REVOCABLE TRUST

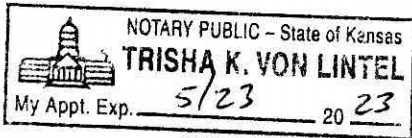
Date March 13, 2020

By John O. Farmer III  
John O. Farmer III, Trustee

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on March 13, 2020, by John O. Farmer III, Trustee of the John O. Farmer Revocable Trust.



Trisha K. VonLintel  
Notary Public (Printed Name) Trisha K. VonLintel  
My appointment expires: 5/23/20

Date March 17, 2020

\*\*\*\*\*  
Andrea Krug Krauss  
Andrea Krug Krauss

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on 19<sup>th</sup> March, 2020, by Andrea Krug Krauss.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

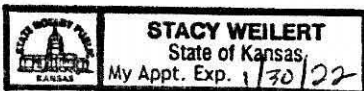
Date March 19, 2020

Kathryn J. Mitchell  
Kathryn J. Mitchell

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on March 19, 2020, by Kathryn J. Mitchell.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

Date 07/29/2020

Constance Ann Betton  
Constance Ann Betton

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

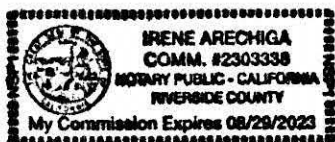
State of California

County of Riverside

On 7/29/2020, 2020, before me, Irene Arechiga Notary Public  
Here Insert Name and Title of the Officer

personally appeared Constance Ann Betton  
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Irene Arechiga  
Signature of Notary Public



JOYCE A. BOOR REVOCABLE TRUST DTD  
9/12/16

Date 4/16/20

By Joyce A. Boor  
Joyce A. Boor, Trustee

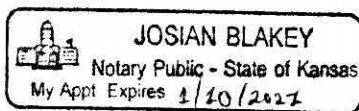
Date 4/16/20

By Douglas A. Boor  
Douglas A. Boor, Trustee

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Reno:

This instrument was acknowledged before me on 4/16/2020, 2020, by Joyce A. Boor, Trustee of the Joyce A. Boor Revocable Trust Dtd 9/12/16.

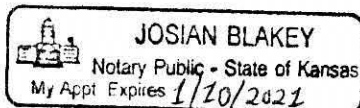


Josian Blakey  
Notary Public (Printed Name) Josian Blakey  
My appointment expires: 1/10/2021

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Reno:

This instrument was acknowledged before me on 4/16/2020, 2020, by Douglas A. Boor, Trustee of the Joyce A. Boor Revocable Trust Dtd 9/12/16.



Josian Blakey  
Notary Public (Printed Name) Josian Blakey  
My appointment expires: 1/10/2021

Date 4/6/2020 Leo F. Dreiling III  
Leo F. Dreiling III

Date 4/6/2020 Michaela Dreiling  
Michaela Dreiling

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Russell:

This instrument was acknowledged before me on April 6, 2020, by Leo F. Dreiling III and Michaela Dreiling, husband and wife.

Margaret A. Schulte  
Notary Public (Printed Name) Margaret A. Schulte  
My appointment expires: \_\_\_\_\_



Date April 7, 2020 Diana S. Ellis  
Diana S. Ellis

**ACKNOWLEDGMENT**

STATE OF TEXAS, COUNTY OF Burnet:

This instrument was acknowledged before me on April 7, 2020, by Diana S. Ellis.



Magda Crawford  
Notary Public (Printed Name) Magda Crawford  
My appointment expires: 08-06-2022

JUNE M. GOODMAN LIVING TRUST

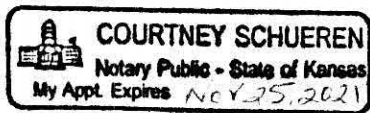
Date 4-7-20

By [Signature]  
Printed Name Brian J. Schindberger  
Title CEO and SVP  
First National Bank - Hutchinson, Kansas  
Trustee

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RENO:

This instrument was acknowledged before me on April 7<sup>th</sup>, 2020, by Brian Schindberger, (title) SVP of First National Bank - Hutchinson, Kansas, Trustee of the June M. Goodman Living Trust



Courtney Schueren  
Notary Public (Printed Name) Courtney Schueren  
My appointment expires: Nov 25, 2021



ESTHER F. LOCKWOOD FAMILY TRUST

Date 8/4/2020

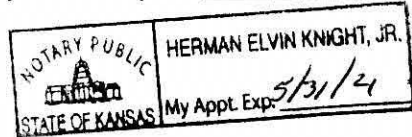
By Walter Wieman  
Printed Name Walter Wieman  
Title VP Trust Officer  
Midwest Trust Company, Successor Trustee

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF Johnson

This instrument was acknowledged before me on August 4, 2020, by W.  
Elvin Knight, Jr., (title) Managing Director of Midwest Trust  
Company, Successor Trustee of the Esther F. Lockwood Family Trust.

Herman Elvin Knight, Jr.  
Notary Public (Printed Name)  
My appointment expires: \_\_\_\_\_



DAN D. RICHARDSON TRUST DTD 4/7/05

Date 06/13/2020

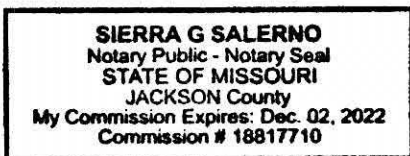
By [Signature]  
Printed Name \_\_\_\_\_  
Trustee

**ACKNOWLEDGMENT**

STATE OF MISSOURI, COUNTY OF Jackson:

This instrument was acknowledged before me on June 13<sup>th</sup>, 2020, by [Signature], Trustee of the Dan D. Richardson Trust Dtd 4/7/05.

[Signature]  
Notary Public (Printed Name) Sierra Salerno  
My appointment expires: 12-2-2022



JOSEPH T. RICHARDSON TRUST DTD 2/10/04

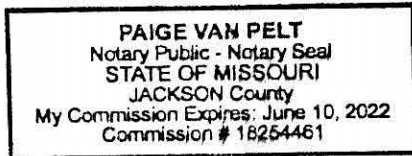
Date 7/16/2020

By Joseph T. Richardson  
Printed Name Joseph T. Richardson  
Trustee

**ACKNOWLEDGMENT**

STATE OF MISSOURI, COUNTY OF JACKSON:

This instrument was acknowledged before me on July 16<sup>th</sup>, 2020, by \_\_\_\_\_  
JOSEPH RICHARDSON, Trustee of the Joseph T. Richardson Trust Dtd 2/10/04.



Paige M Van Pelt  
Notary Public (Printed Name) PAIGE VAN PELT  
My appointment expires: JUNE 10, 2022

SHOEMAKER FAMILY TRUST DTD 10/18/85

Date 3/18/2020

By James Richard Shoemaker, Trustee  
James Richard Shoemaker, Trustee

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On MARCH 18,, 2020, before me, DAVID JAMES HOLWAY  
Here Insert Name and Title of the Officer

personally appeared James Richard Shoemaker, Trustee of the Shoemaker Family Trust dtd 10/18/85,

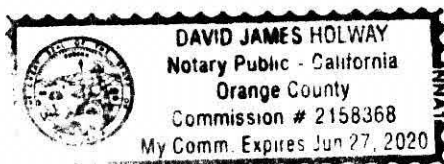
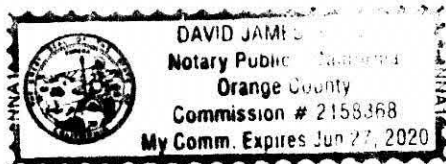
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

David James Holway  
Signature of Notary Public



Date 3-25-20

Petra Sue Biehl  
Petra Sue Biehl

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Inyo

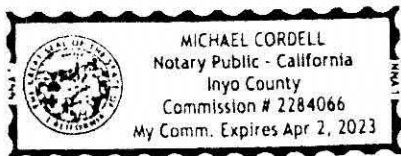
On March 25, 2020, 2020, before me, Michael Cordell, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Petra Sue Biehl  
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Michael Cordell  
Signature of Notary Public

COBRA PETROLEUM COMPANY, LP

Date 3/20/2020

By [Signature]  
Printed Name Derren Geiger  
Title COO

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

On 20 MAR 2020, 2020, before me, KURT HARTMAN, NOTARY PUBLIC  
Here Insert Name and Title of the Officer

personally appeared DERREN GEIGER (Name),  
\_\_\_\_ (Title) of Cobra Petroleum Company, LP,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

[Signature]  
Signature of Notary Public



Date June 15, 2020 William Ben DeFrancisco  
William Ben DeFrancisco

**ACKNOWLEDGMENT**

STATE OF ILLINOIS, COUNTY OF COOK:

This instrument was acknowledged before me on JUNE 15, 2020, by William Ben DeFrancisco.

Official Seal  
Sharon Giankos  
Notary Public State of Illinois  
My Commission Expires 07/25/2023  
Notary Public (Printed Name)  
My appointment expires: 7-25, 2023  
Sharon Giankos

Date 3/19/2020

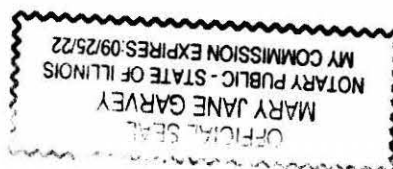
Linda Halpern  
Linda Halpern

**ACKNOWLEDGMENT**

STATE OF ILLINOIS, COUNTY OF COOK:

This instrument was acknowledged before me on March 19, 2020, by Linda Halpern.

Mary Jane Garvey  
Notary Public (Printed Name) MARY JANE GARVEY  
My appointment expires: 9/25/2022



Date 3-19-20 Clarence Ray Jones  
Clarence Ray Jones

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

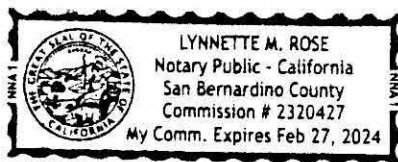
State of California

County of SAN BERNARDINO

On 3-19-2020, 2020, before me, LYNNETTE M ROSE, A Notary Public  
Here Insert Name and Title of the Officer

personally appeared Clarence Ray Jones  
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lynnette M. Rose  
Signature of Notary Public

Date 3-19/20 Mary Jo Jones  
Mary Jo Jones

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

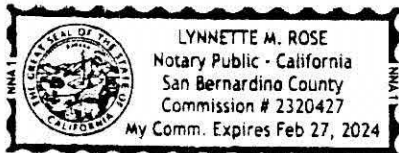
State of California

County of SAN BERNARDINO

On 3-19-2020, 2020, before me, LYNNETTE M. ROSE, a Notary Public  
Here Insert Name and Title of the Officer

personally appeared Mary Jo Jones  
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ <sup>she</sup> executed the same in ~~his~~ <sup>her</sup> authorized capacity, and that by ~~his~~ <sup>her</sup> signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Lynnette M. Rose  
Signature of Notary Public

Date 6/19/20 Anne E. Nusbaum  
Anne E. Nusbaum

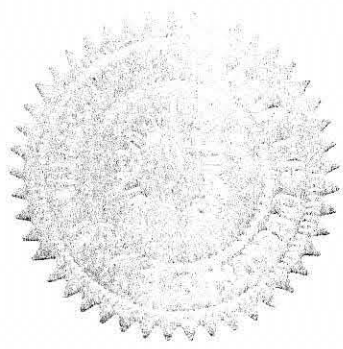
Date 6/19/2020 Ali N. Nusbaum  
Ali N. Nusbaum

**ACKNOWLEDGMENT**

UNITED STATES TERRITORY OF GUAM, CITY OF ~~PHH~~ <sup>Tamuning</sup>

This instrument was acknowledged before me on June 19, 2020, by Anne E. Nusbaum and Ali N. Nusbaum, as joint tenants with right of survivorship.

Maria M.B. Dellomas  
Notary Public (Printed Name) Maria M.B. Dellomas  
My appointment expires: July 07, 2022



MARIA M.B. DELLOMAS  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: JULY 07, 2022  
PMB 884 111 Chalan Balaka Machanao  
Dededo, Guam 96929

PERPER/RAICHE REVOCABLE TRUST

Date 3/24/2020

By [Signature]  
Alan B. Perper, Trustee

Date 3/24/2020

By [Signature]  
Janet G. Raiche, Trustee

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sonoma

On 3/21/20, 2020, before me, Lauren Dolann Whitehead Notary  
Here Insert Name and Title of the Officer

personally appeared Alan B. Perper, Trustee of the Perper/Raiche Revocable Trust

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sonoma

On 3/21/20, 2020, before me, Lauren Dolann Whitehead Notary  
Here Insert Name and Title of the Officer

personally appeared Janet G. Raiche, Trustee of the Perper/Raiche Revocable Trust

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above



SUTOR BROTHERS, LLC

Date April 6, 2020

By Sutor Brothers LLC David H. Sutor  
Printed Name Sutor Brothers LLC David H. Sutor  
Title Manager

**ACKNOWLEDGMENT**

STATE OF ILLINOIS, COUNTY OF Itasca:

This instrument was acknowledged before me on April 6, 2020, by  
David H. Sutor, (title) Manager of Sutor Brothers, LLC.



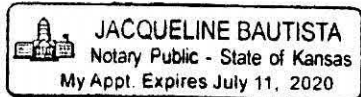
Cody Appell  
Notary Public (Printed Name) Cody Appell  
My appointment expires: 11-27-2022

Date 6/29/20 Jane H. Barton  
Jane H. Barton

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Sedgwick:

This instrument was acknowledged before me on June 29th, 2020, by Jane H. Barton.



Jacqueline Bautista  
Notary Public (Printed Name) Jacqueline Bautista  
My appointment expires: July 11, 2020

Date 3/17/2020 Alice Beckish  
Alice Beckish

**ACKNOWLEDGMENT**

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

This instrument was acknowledged before me on March 17, 2020, by Alice Beckish.

Tori D. Wilson  
Notary Public (Printed Name) Tori D Wilson  
My appointment expires: 1/14/2020

BENEDICTINE COLLEGE, INC.

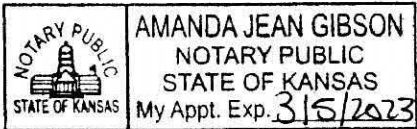
Date 3/16/2020

By [Signature]  
Printed Name RONALD J. OLINGER  
Title CFO

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Atchison:

This instrument was acknowledged before me on March 16<sup>th</sup>, 2020, by Ronald J. Olinger, (title) CFO of Benedictine College, Inc.



Amanda Jean Gibson  
Notary Public (Printed Name) Amanda Jean Gibson  
My appointment expires: 3/05/2023

Date 7/2/20

EAC  
Evan A. Charles

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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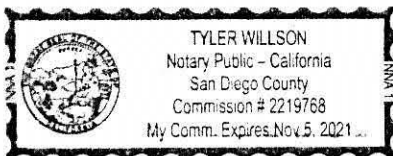
State of California

County of San Diego

On 7/2/2020, 2020, before me, Tyler Willson, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Evan A. Charles  
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

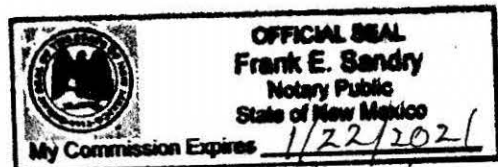
TWC  
Signature of Notary Public

Date 3-25-2020 Cynthia L Dieterich  
Cynthia Dieterich

**ACKNOWLEDGMENT**

STATE OF NEW MEXICO, COUNTY OF Sandoval:

This instrument was acknowledged before me on 3-25, 2020, by Cynthia Dieterich.



Frank E Sandry  
Notary Public (Printed Name) Frank E Sandry  
My appointment expires: 1/22/2021



Date March 14, 2020 Mary Engelmann  
Mary Engelmann

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Butler :

This instrument was acknowledged before me on March 16, 2020, by Mary Engelmann.



Jennifer LeClair  
Notary Public (Printed Name) Jennifer LeClair  
My appointment expires: 1/30/2024

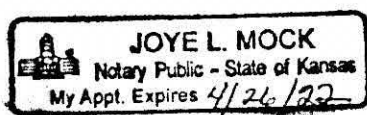
Date 4/27/2020 Kim R. Frangenberg  
Kim R. Frangenberg

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Sedgewick

This instrument was acknowledged before me on April 27th, 2020, by Kim R. Frangenberg.

Joye L. Mock  
Notary Public (Printed Name) Joye L. Mock  
My appointment expires: 4/26/22



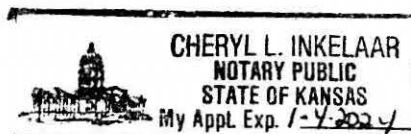
Date 3-19-2020 Mary E. Gibson  
Mary E. Gibson

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Salzwick:

This instrument was acknowledged before me on March 19, 2020, by Mary E. Gibson.

Cheryl L. Inkelaar  
Notary Public (Printed Name) Cheryl L. Inkelaar  
My appointment expires: 1-4-2024

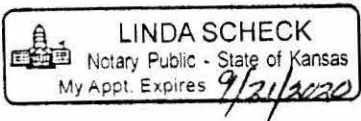


Date 6-4-20 Kathleen Gideon  
Kathleen Gideon

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF BUTLER:

This instrument was acknowledged before me on June 4, 2020, by Kathleen Gideon.



Linda Scheck  
Notary Public (Printed Name) Linda Scheck  
My appointment expires: 9/21/2020

Date 4/5/2020

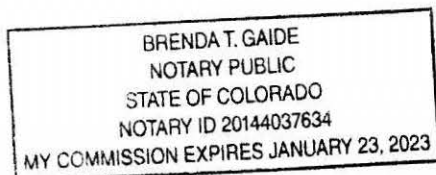
Lynetta Gillmore  
Lynetta Gillmore

**ACKNOWLEDGMENT**

STATE OF COLORADO, COUNTY OF Custer:

This instrument was acknowledged before me on June 5, 2020, 2020, by Lynetta Gillmore.

Brenda T. Gaide  
Notary Public (Printed Name) Brenda T. Gaide  
My appointment expires: 1-23-23



Date May 28 2020 Leah Grossnickle  
Leah Grossnickle

**ACKNOWLEDGMENT**

STATE OF ILLINOIS, COUNTY OF SANGAMON:

This instrument was acknowledged before me on May 28, 2020, by Leah Grossnickle.

Michael C. Fernandes  
Notary Public (Printed Name) \_\_\_\_\_  
My appointment expires: \_\_\_\_\_





Date 6/26/2020 Rex V. Hervey  
Rex V. Hervey

**ACKNOWLEDGMENT**

STATE OF ALABAMA, COUNTY OF Madison:

This instrument was acknowledged before me on June, 26<sup>th</sup>, 2020, by Rex V. Hervey.

Melissa Suzanne Westphal-Farley  
Notary Public (Printed Name) Melissa Suzanne Westphal-Farley  
My appointment expires: Aug 14, 2021

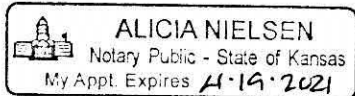


Date 3-16-20 Linda Hill  
Linda Hill

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Seelye:

This instrument was acknowledged before me on 16<sup>th</sup> March, 2020, by Linda Hill.



Alicia Nielsen  
Notary Public (Printed Name) Alicia Nielsen  
My appointment expires: 4-19-2021

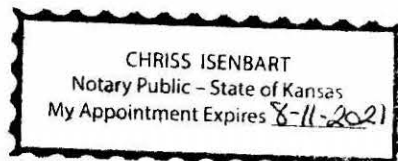
Date March 25 2020 Ruth A. Holland  
Ruth A. Holland

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Sumner:

This instrument was acknowledged before me on March 27, 2020, by Ruth A. Holland.

Chriss Isenbart  
Notary Public (Printed Name) Chriss Isenbart  
My appointment expires: 8-11-21



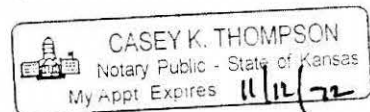
Date 03/16/2020 Charles Morley  
Charles Morley

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Sedgwick:

This instrument was acknowledged before me on March 16, 2020, by Charles Morley.

CKT  
Notary Public (Printed Name) Casey K. Thompson  
My appointment expires: 11/12/22



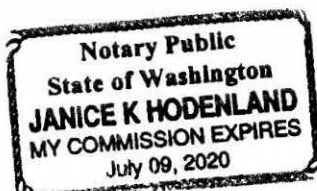
Date 03-16-2020

Gene J Morley  
Gene Morley

**ACKNOWLEDGMENT**

STATE OF WASHINGTON, COUNTY OF Spokane:

This instrument was acknowledged before me on March 16, 2020, by Gene Morley.



Janice K. Hodenland  
Notary Public (Printed Name) Janice K. Hodenland  
My appointment expires: 7-9-2020

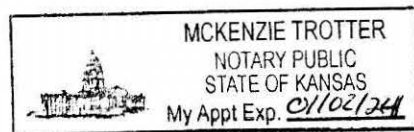
Date March 27, 2020 Breann K. Ochs  
Breann K. Ochs

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Sedgwick:

This instrument was acknowledged before me on March 27, 2020, by Breann K. Ochs.

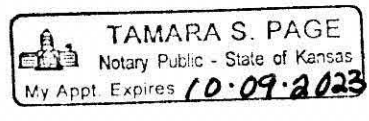
Mckenzie Trotter  
Notary Public (Printed Name) Mckenzie Trotter  
My appointment expires: 01/02/24



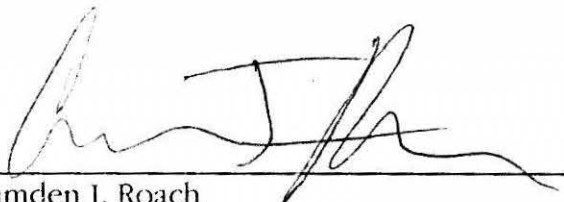
Date 4-27-2020 Austen J. Roach  
Austen J. Roach

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Sedgwick:  
This instrument was acknowledged before me on April 27, 2020, by Austen J. Roach.



Tamara S. Page  
Notary Public (Printed Name) Tamara S Page  
My appointment expires: 10-09-2023

Date 06/17/2020   
Camden J. Roach

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Sedgwick:

This instrument was acknowledged before me on 6/17/2020, 2020, by Camden J. Roach.



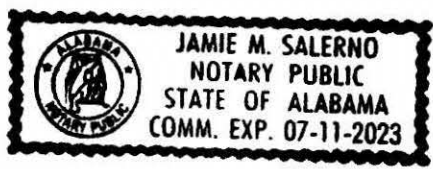
Victoria Wedel  
Notary Public (Printed Name) Victoria Wedel  
My appointment expires: 12/12/2023



Date APRIL 8, 2020 Charles W. Roach  
Charles W. Roach

ALABAMA ACKNOWLEDGMENT  
STATE OF ~~KANSAS~~, COUNTY OF Baldwin:

This instrument was acknowledged before me on 4/8/2020, 2020, by Charles W. Roach.



Jamie M. Salerno  
Notary Public (Printed Name) Jamie M. Salerno  
My appointment expires: 7/11/2023

Date 9-31-2020 Cheryl K. Roach  
Cheryl K. Roach

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF sedgwick

This instrument was acknowledged before me on March 31, 2020, by Cheryl K. Roach.

Kim Berry  
Notary Public (Printed Name) Kim Berry  
My appointment expires: 08/31/2021



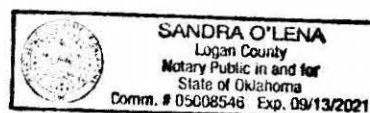
Date 4 June 2020 Jeffrey J. Roach  
Jeffrey J. Roach

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA, COUNTY OF LOGAN :

This instrument was acknowledged before me on 6-4-, 2020, by Jeffrey J. Roach.

Sandra O'Lena  
Notary Public (Printed Name) Sandra O'Lena  
My appointment expires: 09-13-2021



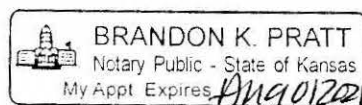
Date 3-16-20 Barbara Schmitz  
Barbara Schmitz

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Sedgwick:

This instrument was acknowledged before me on 16<sup>th</sup> March, 2020, by Barbara Schmitz.

Brandon K Pratt  
Notary Public (Printed Name) Brandon K Pratt  
My appointment expires: August 01 2021



BRIAN G. SELENSKY TRUST

Date 06-08-2020

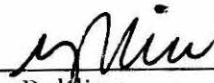
By   
Printed Name Brian G. Selensky  
Trustee

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF SEDGWICK:

This instrument was acknowledged before me on JUNE 8, 2020, by BRIAN SELENSKY, Trustee of the Brian G. Selensky Trust.



  
Notary Public (Printed Name) MEGAN KRUMSICK  
My appointment expires: 07/25/2020

Date 6/10/2020 Nancy Shoemaker  
Nancy Shoemaker

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Sedgwick:

This instrument was acknowledged before me on June 10<sup>th</sup>, 2020, by Nancy Shoemaker.



Sean Turner  
Notary Public. (Printed Name) Sean Turner  
My appointment expires: February 15<sup>th</sup>, 2023

Date 2-24-2020 Anthony P. Slack  
Anthony P. Slack

**ACKNOWLEDGMENT**

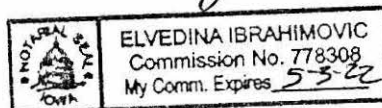
STATE OF IOWA, COUNTY OF Polk:

This instrument was acknowledged before me on 3-24-2020, 2020, by Anthony P. Slack.

Elvedina Ibrahimovic

Notary Public (Printed Name) Elvedina Ibrahimovic

My appointment expires: May 3, 2022



Date 4-4-2020 David D. Vonfeldt  
David D. Vonfeldt

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Shawnee:

This instrument was acknowledged before me on 4-4-2020, 2020, by David D. Vonfeldt.



**Susan L. Naylor**  
Notary Public  
State of Kansas

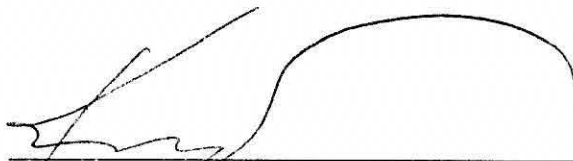
My Appt. Expires 7-18-21

Susan L. Naylor

Notary Public (Printed Name) Susan L. Naylor

My appointment expires: 7-18-21

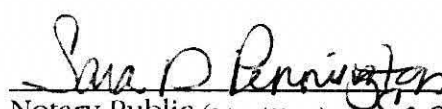


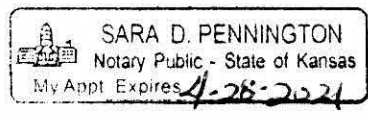
Date 6-5-20   
Kenneth A. Vonfeldt

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Sedgwick:

This instrument was acknowledged before me on June 5, 2020, by Kenneth A. Vonfeldt.

  
Notary Public (Printed Name) Sara D. Pennington  
My appointment expires: 4-28-2021

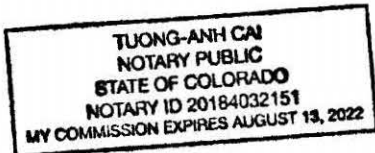


Date March 28, 2020 Alice Ann Weed Ziegler  
Alice Ann Weed Ziegler

**ACKNOWLEDGMENT**

STATE OF COLORADO, COUNTY OF Boulder:

This instrument was acknowledged before me on March 28<sup>th</sup>, 2020, by Alice Ann Weed Ziegler.



Tuong-Anh Cai  
Notary Public (Printed Name) Tuong-Anh Cai  
My appointment expires: 08/13/2022

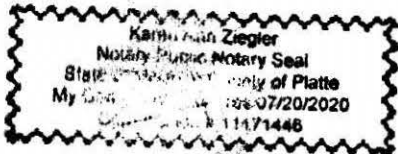
Date MARCH 31, 2020 Anthony Ziegler  
Anthony Ziegler

**ACKNOWLEDGMENT**

STATE OF MISSOURI, COUNTY OF Platte:

This instrument was acknowledged before me on MARCH 31, 2020, by Anthony Ziegler.

Karen Ann Ziegler  
Notary Public (Printed Name) Karen Ann Ziegler  
My appointment expires: 7-20-2020



BLAZE ZIEGLER ESTATE

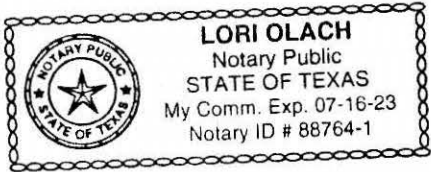
Date June 18, 2020

By Carrol Lynn McCormick, Executor  
Carrol Lynn McCormick, Executor

**ACKNOWLEDGMENT**

STATE OF TEXAS, COUNTY OF Hunt:

This instrument was acknowledged before me on June 18, 2020, by Carrol Lynn McCormick, Executor of the Blaze Ziegler Estate.



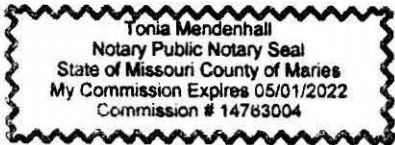
Lori Olach  
Notary Public (Printed Name) Lori Olach  
My appointment expires: 07-16-2023

Date 3-26-2020 [Signature] POA for Diane Ziegler  
Diane M. Ziegler

**ACKNOWLEDGMENT**

STATE OF MISSOURI, COUNTY OF Maries:  
This instrument was acknowledged before me on March 26, 2020, by Diane M. Ziegler.

[Signature]  
Notary Public (Printed Name) Tonia Mendenhall  
My appointment expires: 5-1-2022



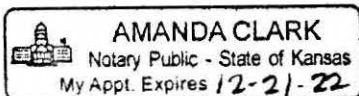
Date 3-20-2020

Dwayne L Zimmerman  
Dwayne L. Zimmerman

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF Sedgwick:

This instrument was acknowledged before me on March 20, 2020, by Dwayne L. Zimmerman.



Amanda Clark  
Notary Public (Printed Name) Amanda Clark  
My appointment expires: 12-21-22

EXHIBIT A TO UNIT AGREEMENT

Sutor-Ziegler Unit

Sheridan County, Kansas

TRACTS AND TRACT PARTICIPATIONS

Tract participation is based upon a unitization formula which contains the following, equally weighted factors:

- 1/3 **Current Production:** Oil production from December 1, 2018 – November 30, 2019.  
1/3 **Remaining Reserves:** Estimated remaining primary reserves.  
1/3 **Cumulative Production:** Total cumulative production to November 30, 2019.

Tract Number	Tract Operator	Tract Name	Description	Tract Participation
1	John O. Farmer, Inc.	Sutor	See below	56.28%
2	John O. Farmer, Inc.	Ziegler	See below	43.72%
Total				100.00%

Tract 1:

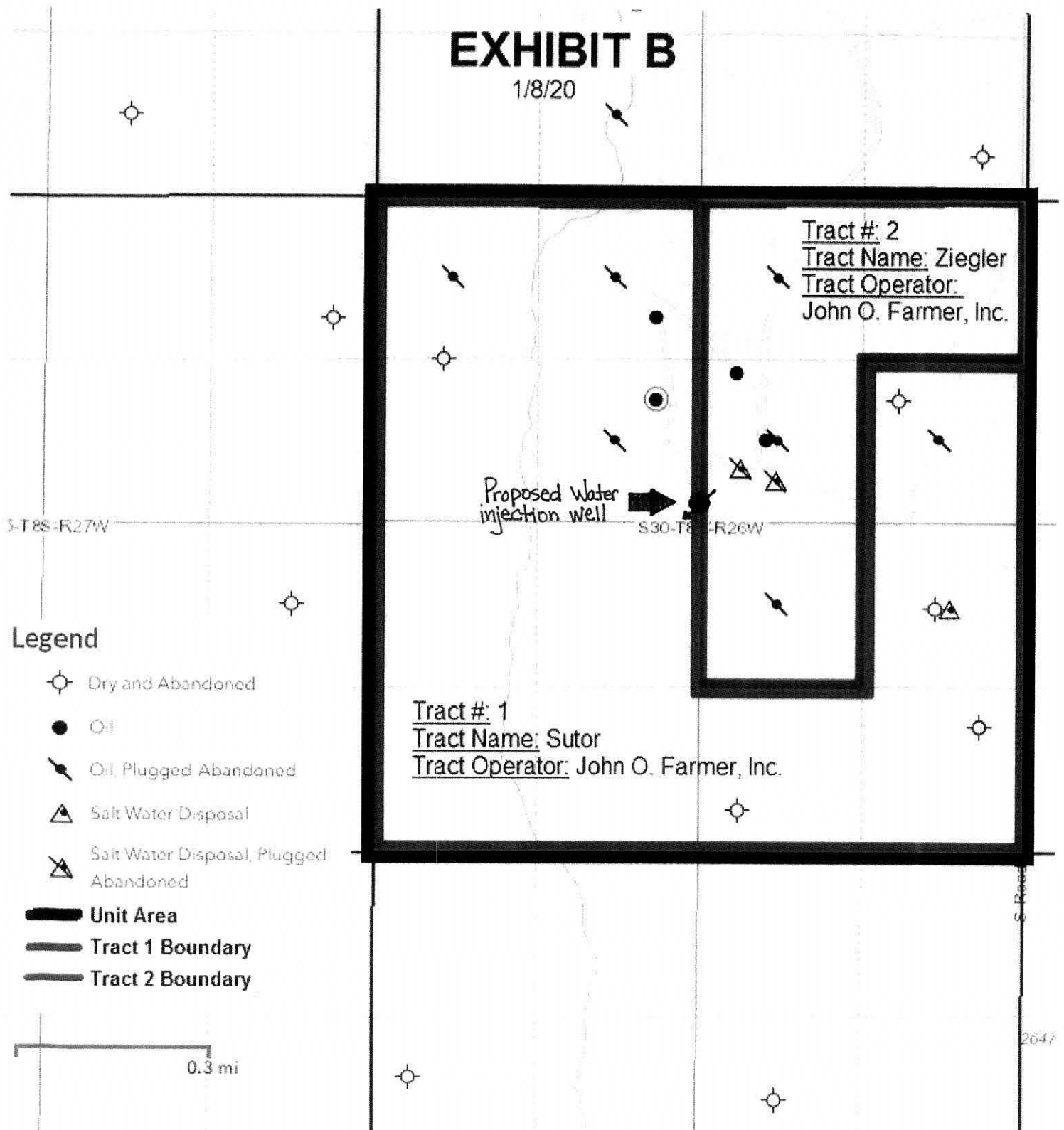
The West Half (W/2) and the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) and the South Half of the Southeast Quarter (S/2 SE/4) of Section Thirty (30), Township Eight (8) South, Range Twenty-six (26) West of the 6<sup>th</sup> P.M.

Tract 2:

The North Half of the Northeast Quarter (N/2 NE/4) and the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) and the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section Thirty (30), Township Eight (8) South, Range Twenty-six (26) West of the 6<sup>th</sup> P.M.

# EXHIBIT B

1/8/20





**SUTOR-ZIEGLER UNIT**  
**EXTENSION OF UNIT AGREEMENT TERMINATION**  
**DATE**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the undersigned are parties to that certain Unit Agreement dated January 27, 2020, governing the Sutor-Ziegler Waterflood Unit in Sheridan County, Kansas;

AND WHEREAS, Article 14, Section 14.2, provides for an ipso facto termination date of February 1, 2021, unless not less than 51% of the working interest owners have approved the Unit Agreement and 51% or more of those working interest owners decide to extend the termination date for a period not to exceed one (1) year;

AND WHEREAS, 100% of the working interest owners have approved the Unit Agreement and the undersigned constitute 51% or more of those working interest owners.

NOW THEREFORE, for and in consideration of these presents the undersigned hereby extend the ipso facto termination date of the Sutor-Ziegler Waterflood Unit Unit Agreement to February 1, 2022.

JOHN O. FARMER, INC.

Date 1-28-2021

By *John O. Farmer IV*  
John O. Farmer IV, President

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on Jan 28, 2021, by John O. Farmer IV, President of John O. Farmer, Inc.



*Stacy Weilert*  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

JOHN O. FARMER III TRUST

Date 1-28-2021

By *John O. Farmer III*  
John O. Farmer III, Trustee

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on Jan 28, 2021, by John O. Farmer III, Trustee of the John O. Farmer III Trust.



*Stacy Weilert*  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

\*\*\*

JOHN O. FARMER IV TRUST

Date 1-28-2021

By John O. Farmer IV  
John O. Farmer IV, Trustee

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on Jan 28, 2021, by John O. Farmer IV, Trustee of the John O. Farmer IV Trust.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

\*\*\*

JOHN O. FARMER TRUST PROPERTIES, LLC

Date 1-28-2021

By John O. Farmer III  
John O. Farmer III, Manager

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on Jan 28, 2021, by John O. Farmer III, Manager of John O. Farmer Trust Properties, LLC.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

JOHN O. FARMER TRUSTS' RESOURCES, LLC

Date 1-28-2021

By John O. Farmer IV  
John O. Farmer IV, Manager

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on Jan 28, 2021, by John O. Farmer IV, Manager of John O. Farmer Trusts' Resources, LLC.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

\*\*\*

Date 01-28-21

Andrea Krug Krauss  
Andrea Krug Krauss

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on Jan 28, 2021, by Andrea Krug Krauss.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

**UNIT OPERATING AGREEMENT**

Sutor-Ziegler Water Flood  
Sheridan County, Kansas

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of October 2020.

WITNESSETH:

WHEREAS, an agreement entitled "Unit Agreement, Sutor Ziegler Water Flood, Sheridan County, Kansas," herein referred to as "Unit Agreement," has been made which, among other things, provides for a separate agreement to provide for Unit Operations as therein defined;

NOW, THEREFORE, it is provided as follows:

ARTICLE 1.  
**CONFIRMATION OF UNIT AGREEMENT**

1.1. Confirmation of Unit Agreement. The Unit Agreement is hereby confirmed and by reference made a part of this Agreement. The definitions in the Unit Agreement are adopted for all purposes of this Agreement. If there is any conflict between the Unit Agreement and this Agreement, the Unit Agreement shall govern.

ARTICLE 2.  
**EXHIBITS**

2.1. Exhibits. The following exhibits are incorporated herein by reference or attachment:

2.1.1. Exhibits A and B of the Unit Agreement.

2.1.2. Exhibit C, attached hereto, is the Accounting Procedure applicable to Unit Operations. If there is any conflict between this Agreement and Exhibit C, this Agreement shall govern.

2.1.3. Exhibit D, attached hereto, contains insurance provisions applicable to Unit Operations.

2.2. Reference to Exhibits. When reference is made herein to an exhibit, it is to the original exhibit or, if revised, to the last revision.

ARTICLE 3  
**ADDITIONAL DRILLING AND DEVELOPMENT**

3.1. Proposed Operations. If Operator determines to drill any well in the Unit Area or to Rework, Sidetrack, Deepen, Recomplete or Plug Back a dry hole or a producing well, Operator shall give written notice of the proposed operation to the Working Interest Owners specifying the work to be performed, the location, proposed depth, objective Zone and the estimated cost of the operation. The Working Interest

Owners shall have thirty (30) days after receipt of the notice within which to notify the Operator whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of a proposal to Rework, Sidetrack, Recomplete, Plug Back or Deepen may be given by telephone and the response period shall be limited to twenty-four (24) hours. Failure of a Working Interest Owner to whom such notice is delivered to reply within the period above fixed shall constitute an election by that Working Interest Owner to participate in the cost of the proposed operation. If all Working Interest Owners elect to participate in such proposed operation, they shall be contractually committed to participate therein.

3.2. Operation by Less Than All Parties. If any Working Interest Owner elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this Article, the Operator and such Working Interest Owners as shall elect to participate in the operation shall actually commence the proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting Working Interest Owners. If less than all Working Interest Owners approve any proposed operation, Operator, after the expiration of the applicable notice period, shall advise all Working Interest Owners of the total interest of those approving such operation and its recommendation as to whether the Consenting Working Interest Owners should proceed with the operation as proposed. Each Consenting Working Interest Owner, within forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after delivery of such notice shall advise the Operator of its desire to (a) limit participation to such Consenting Working Interest Owner's interest, or (b) carry only its proportionate part (determined by dividing such Working Interest Owner's interest by the interests of all Consenting Working Interest Owners) of Non-Consenting Working Interest Owners' interests, or (c) carry its proportionate part (determined as provided in (b)) of the Non-Consenting Working Interest Owners' interests together with all or a portion of its proportionate part of any Non-Consenting Working Interest Owners' interests that any Consenting Working Interest Owner did not elect to take. Any interest of Non-Consenting Working Interest Owners that is not carried by a Consenting Working Interest Owner shall be deemed to be carried by Operator if Operator does not withdraw its proposal. Failure to advise the Operator within the time required shall be deemed an election under (a). In the event a drilling rig is on location, notice may be given by telephone, and the time permitted for such a response shall not exceed a total of twenty-four (24) hours. Operator, at Operator's election, may withdraw such proposal if there is less than 100% participation and shall

notify all Working Interest Owners of such decision. If 100% subscription to the proposed operation is obtained, Operator shall promptly notify the Working Interest Owners of their proportionate interests in the operation and Operator shall commence such operation within a reasonable time.

3.3. Relinquishment of Interest by Non-Participation. The entire cost and risk of conducting such operations shall be borne by the Consenting Working Interest Owners in the proportions they have elected to bear same under the terms of the preceding paragraph. If such an operation results in a dry hole, then the Consenting Working Interest Owners shall plug and abandon the well and restore the surface location at their sole cost, risk and expense; provided, however, that those Non-Consenting Working Interest Owners that participated in the drilling, Deepening or Sidetracking of the well shall remain liable for, and shall pay, their proportionate shares of the cost of plugging and abandoning the well and restoring the surface location insofar only as those costs were not increased by the subsequent operations of the Consenting Working Interest Owners. If any well drilled, Reworked, Sidetracked, Deepened, Recompleted or Plugged Back under the provisions of this Article results in a well capable of producing oil and/or gas in paying quantities, the Consenting Working Interest Owners shall complete and equip the well to produce at their sole cost and risk, and the well shall be operated by Operator at the expense and for the account of the Consenting Working Interest Owners. Upon commencement of operations for the drilling, Reworking, Sidetracking, Recompleting, Deepening or Plugging Back of any such well by Consenting Working Interest Owners in accordance with the provisions of this Article, each Non-Consenting Working Interest Owner shall be deemed to have relinquished to the Consenting Working Interest Owners, and the Consenting Working Interest Owners shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Working Interest Owner's interest in the well and share of production therefrom or, in the case of a Reworking, Sidetracking, Deepening, Recompleting or Plugging Back all of such Non-Consenting Working Interest Owner's interest in the production obtained from the operation in which the Non-Consenting Working Interest Owner did not elect to participate. Such relinquishment shall be effective until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold (after deducting applicable ad valorem, production, severance and excise taxes, royalty, overriding royalty and other interests payable out of or measured by the production from



such well accruing with respect to such interest until it reverts), shall equal the total of the following:

(a) 100% of each such Non-Consenting Working Interest's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including but not limited to stock tanks, separators, treaters, pumping equipment and piping) plus 100% of each such Non-Consenting Working Interest Owner's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Working Interest Owner's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non-Consenting Working Interest Owner's share of such costs and equipment will be that interest which would have been chargeable to such Non-Consenting Working Interest Owner had it participated in the well from the beginning of the operations; and

(b) 300% of that portion of the costs and expenses of drilling, Reworking, Sidetracking, Deepening, Plugging Back, testing, Completing, and Recompleting and of that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such Non-Consenting Working Interest Owner if it had participated therein.

3.4. Reworking, Recompleting or Plugging Back. An election not to participate in the drilling, Sidetracking or Deepening of a well shall be deemed an election not to participate in any Reworking or Plugging Back operation proposed in such a well, or portion thereof, to which the initial non-consent election applied that is conducted at any time prior to full recovery by the Consenting Working Interest Owners of the Non-Consenting Working Interest Owners' recoupment amount. Similarly, an election not to participate in the Completing or Recompleting of a well shall be deemed an election not to participate in any Reworking operation proposed in such a well, or portion thereof, to which the initial non-consent election applied that is conducted at any time prior to full recovery by the Consenting Working Interest Owners of the Non-Consenting Working Interest Owners' recoupment amount. Any such Reworking, Recompleting or Plugging Back operation conducted during the recoupment period shall be deemed part of the cost of operation of said well and there shall be added to the sums to be recouped by the Consenting Working Interest Owners 300% of that portion of the costs of the Reworking, Recompleting or Plugging Back operation which would have been chargeable to such Non-Consenting Working Interest Owner had it participated therein. If such a Reworking, Recompleting or Plugging Back operation is proposed during the recoupment period, the

provisions of this Article shall be applicable as between said Consenting Working Interest Owners in said well.

3.5. Recoupment Matters. During the period of time Consenting Working Interest Owners are entitled to receive Non-Consenting Working Interest Owner's share of production, or the proceeds therefrom, Consenting Working Interest Owners shall be responsible for the payment of all ad valorem, production, severance, excise and other taxes, and all royalty, overriding royalty and other burdens applicable to Non-Consenting Working Interest Owner's share of production.

In the case of any Reworking, Sidetracking, Plugging Back, Recompleting or Deepening operation, the Consenting Working Interest Owners shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such Reworking, Sidetracking, Plugging Back, Recompleting or Deepening, the Consenting Working Interest Owners shall account for all such equipment to the owners thereof, with each Working Interest Owner receiving its proportionate part in kind or in value, less cost of salvage. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Working Interest Owner had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased in determining when the interest of such Non-Consenting Working Interest Owner shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-Consenting Working Interest Owner.

If and when the Consenting Working Interest Owners recover from a Non-Consenting Working Interest Owner's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Working Interest Owner shall automatically revert to it as of 7:00 a.m. on the first day of the month following the day on which such recoupment occurs, and from and after such reversion, such Non-Consenting Working Interest Owner shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Working Interest Owner would have been entitled to had it participated in the drilling, Sidetracking, Reworking, Deepening, Recompleting or Plugging Back of said well. Thereafter, such Non-Consenting Working Interest Owner shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this Agreement and Exhibit "C" attached hereto.

ARTICLE 4.  
INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS

4.1. Reservation of Rights. Working Interest Owners retain all their rights, except as otherwise provided in this Agreement or the Unit Agreement.

4.2. Specific Rights. Each Working Interest Owner shall have, among others, the following specific rights:

4.2.1. Access to Unit Area. Access to the Unit Area at all reasonable times to inspect Unit Operations, all wells, and the records and data pertaining thereto.

4.2.2. Reports. The right to receive from Unit Operator, upon written request, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports, and all other information pertaining to Unit Operations. The cost of gathering and furnishing information not ordinarily furnished by Unit Operator to all Working Interest Owners shall be charged to the Working Interest Owner that requests the information.

4.2.3. Audits. The right to audit the accounts of Unit Operator pertaining to Unit Operations according the provisions of Exhibit C.

ARTICLE 5.  
UNIT OPERATOR

5.1. Unit Operator. John O. Farmer, Inc. is designated as the initial Unit Operator.

5.2. Resignation or Removal. Unit Operator may resign at any time. Unit Operator may be removed at any time by the affirmative vote of Working Interest Owners having Fifty-One Percent (51%) or more of the voting interest remaining after excluding the voting interest of Unit Operator. Such resignation or removal shall not become effective for a period of three (3) months after the resignation or removal unless a successor Unit Operator has taken over Unit Operations prior to the expiration of such period.

5.3. Selection of Successor. Upon the resignation or removal of Unit Operator, a successor Unit Operator shall be selected by Working Interest Owners. If the removed Unit Operator fails to vote or votes only to succeed itself, the successor Unit Operator shall be selected by the affirmative vote of Working Interest Owners having Fifty-One Percent (51%) or more of the voting interest remaining after excluding the voting interest of the removed Unit Operator.



ARTICLE 6.  
Voting By Working Interest Owners

6.3. Voting Procedure. In all matters where the vote of Working Interest Owners is required or allowed by this Unit Operating Agreement, Working Interest Owners shall vote in accordance with the following procedure:

6.3.1. Voting Interest. Each Working Interest Owner shall have a voting interest equal to its Unit Participation.

6.3.2. Poll Votes. Working Interest Owners may vote by letter submitted in writing by U.S. Mail, facsimile transmission, or email to all Working Interest Owners. Unit Operator shall give prompt notice of the results of such voting to each Working Interest Owner.

ARTICLE 7.  
AUTHORITY AND DUTIES OF UNIT OPERATOR

7.1. Exclusive Right to Operate Unit. Subject to the provisions of this Agreement and to instructions from Working Interest Owners, Unit Operator shall have the exclusive right and be obligated to conduct Unit Operations.

7.2. Workmanlike Conduct. Unit Operator shall conduct Unit Operations in a good and workmanlike manner as would a prudent operator under the same or similar circumstances. Unit Operator shall freely consult with Working Interest Owners and keep them informed of all matters that Unit Operator, in the exercise of its best judgment, considers important. Unit Operator shall not be liable to Working Interest Owners for damages unless such damages result from its gross negligence or willful misconduct.

7.3. Liens and Encumbrances. Unit Operator shall endeavor to keep the lands and leases in the Unit Area and Unit Equipment free from all liens and encumbrances occasioned by Unit Operations, except those provided for in Article 11.

7.4. Employees. The number of employees used by Unit Operator in conducting Unit Operations, their selection, hours of labor, and compensation shall be determined by Unit Operator. Such employees shall be the employees of Unit Operator.

7.5. Records. Unit Operator shall keep correct books, accounts, and records of Unit Operations.

7.6. Reports to Governmental Authorities. Unit Operator shall make all reports to governmental authorities that it has the duty to make as Unit Operator.

7.7. Engineering and Geological Information. Unit Operator shall furnish to a Working Interest Owner, upon written request, a copy of all logs and other engineering and geological data pertaining to wells drilled for Unit Operations.

7.8. Expenditures. Unit Operator is authorized to make single expenditures not more than Fifty Thousand Dollars (\$50,000.00) without prior approval of Working Interest Owners. In the event of an emergency, Unit Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency. Unit Operator shall report to Working Interest Owners, as promptly as possible, the nature of the emergency and the action taken.

7.9. Wells Drilled By Unit Operator. All wells drilled by Unit Operator shall be at the rates prevailing in the area.

## ARTICLE 8. TAXES

8.1. Property Taxes. Beginning with the first calendar year after the Effective Date hereof, Unit Operator shall make and file all necessary property tax renditions and returns with the proper taxing authorities with respect to all property of each Working Interest Owner used or held by Unit Operator for Unit Operations. Unit Operator shall settle assessments arising therefrom. All such property taxes on the working interest shall be paid by Unit Operator and charged to the joint account.

8.2. Other Taxes. Each Working Interest Owner shall pay or cause to be paid all production, severance, conservation, and other taxes imposed upon or with respect to the production or handling of its share of Unitized Substances.

8.3. Income Tax Election. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this Agreement and operations hereunder shall not constitute a partnership, if for Federal income tax purposes this Agreement and the operations hereunder are regarded as a partnership, then each Person hereby affected elects to be excluded from the application of all of the provisions of Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1986, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Unit Operator is authorized and directed to execute on behalf of each Person hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States of the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by the Federal Regulations 1.761-1(a). Should there be any requirement that

each Person hereby affected give further evidence of this election, each such Person shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. No such Person shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Unit Area is located or any future income tax law of the United States contain provisions similar to those in Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1986, under which an election similar to that provided by Section 761 of the Code is permitted, each Person hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such Person states that the income derived by such Person from Unit Operations can be adequately determined without the computation of partnership taxable income.

ARTICLE 9.  
INSURANCE

- 9.1. Insurance. Unit Operator, with respect to Unit Operations, shall:
- (a) comply with the Workmen's Compensation Laws of the state,
  - (b) comply with Employer's Liability and other insurance requirements of the state, and
  - (c) provide insurance or other protection as set forth in Exhibit D.

ARTICLE 10.  
NO ADJUSTMENT OF INVESTMENTS

10.1. Property Taken Over. Upon the Effective Date, Working Interest Owners shall deliver to Unit Operator the following:

10.1.1. Wells. All wells completed in the Unitized Formation, as shown on Exhibit B.

10.1.2. Equipment. The casing and tubing in each such well, the wellhead connections thereon, and all other lease and operating equipment that is used in the operation of such wells which Working Interest Owners determine is necessary or desirable for conducting Unit Operations.

10.1.3. Records. A copy of all production and well records for such wells.

10.2. Investment Adjustment. The relative interests among the Working Interest Owners in the well equipment, materials, and other facilities heretofore placed on the unitized lease premises shall be retained by the Working Interest Owners and therefore no investment adjustment is necessary.

ARTICLE 11.  
UNIT EXPENSE

11.1. Basis of Charge to Working Interest Owners. Unit Operator initially shall pay all Unit Expense. Each Working Interest Owner shall reimburse Unit Operator for its share of Unit Expense. Each Working Interest Owner's share shall be the same as its Unit Participation. All charges, credits, and accounting for Unit Expense shall be in accordance with Exhibit C.

11.2. Advance Billings. Unit Operator shall have the right to require Working Interest Owners to advance their respective shares of estimated Unit Expense as provided by Exhibit C.

11.3. Commingling of Funds. Funds received by Unit Operator under this Agreement need not be segregated or maintained by it as a separate fund but may be commingled with its own funds.

11.4. Unpaid Unit Expense. If any Working Interest Owner fails or is unable to pay its share of Unit Expense within sixty (60) days after rendition of a statement therefor by Unit Operator, the non-defaulting Working Interest Owners shall, upon request by Unit Operator, pay the unpaid amount as if it were Unit Expense in the proportion that the Unit Participation of each such Working Interest Owner bears to the Unit Participation of all such Working Interest Owners. Each Working Interest Owner so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in Section 11.6 of this Agreement.

11.5. Security Rights. In addition to any other security rights and remedies provided for by the laws of this State with respect to services rendered or materials and equipment furnished under this Agreement, Unit Operator shall have a first and prior lien upon each Working Interest, including the Unitized Substances and Unit Equipment credited thereto, in order to secure payment of the Unit Expense charged against such Working Interest, together with interest thereon at the rate set forth in Exhibit C or the maximum rate allowed by law, whichever is less. If any Working Interest Owner does not pay its share of Unit Expense when due, Unit Operator shall have the right to collect from the purchaser the proceeds from the sale of such Working Interest Owner's share of Unitized Substances until the amount owed, plus interest at the rate herein provided, has been paid. Each purchaser shall be entitled to rely on Unit Operator's statement concerning the amount owed and the interest payable thereon.

11.6. Carved-out Interests. Any overriding royalty, production payment, net proceeds interest, carried interest or any other interest carved out of a Working Interest

shall be subject to this Agreement. If a Working Interest Owner does not pay its share of Unit Expense and the proceeds from the sale of Unitized Substances under Section 11.5 are insufficient for that purpose, the security rights provided for therein may be applied against the carved-out interests with which such Working Interest is burdened. In such event, the owner of such carved-out interest shall be subrogated to the security rights granted by Section 11.5.

ARTICLE 12.  
NONUNITIZED FORMATIONS

12.1. Right to Operate. Any Working Interest Owner that now has or hereafter acquires the right to drill for and produce oil, gas, or other minerals, from a formation underlying the Unit Area other than the Unitized Formation, shall have the right to do so notwithstanding this Agreement or the Unit Agreement. In exercising the right, however, such Working Interest Owner shall exercise care to prevent unreasonable interference with Unit Operations. No Working Interest Owner other than Unit Operator shall produce Unitized Substances. If any Working Interest Owner drills any well into or through the Unitized Formation, the Unitized Formation shall be protected in a manner satisfactory to Working Interest Owners so that the production of Unitized Substances will not be affected adversely.

ARTICLE 13.  
LIABILITY, CLAIMS, AND SUITS

13.1. Individual Liability. The duties, obligations and liabilities of Working Interest Owners shall be several and not joint or collective; and nothing herein shall ever be construed as creating a partnership or any kind, joint venture, association, or trust among Working Interest Owners.

13.2. Settlements. Unit Operator may settle any single damage claim or suit involving Unit Operations if the expenditure does not exceed Fifty Thousand Dollars (\$50,000.00) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, Working Interest Owners shall determine the further handling of the claim or suit. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be an item of Unit Expense, subject to such limitation as is set forth in Exhibit C. If a claim is made against any Working Interest Owner or if any Working Interest Owner is sued on account of any matter arising from Unit Operations over which such Working Interest Owner individually has no control because of the rights given Working Interest Owners and Unit Operator by



this Agreement and the Unit Agreement, the Working Interest Owner shall immediately notify Unit Operator, and the claim or suit shall be treated as any other claim or suit involving Unit Operations.

13.3. Notice of Loss. Unit Operator shall report to Working Interest Owners as soon as practicable after each occurrence, damage or loss to Unit Equipment, and each accident, occurrence, claim, or suit involving third party bodily injury or property damage not covered by insurance carried for the benefit of Working Interest Owners.

#### ARTICLE 14. NONDISCRIMINATION

14.1. Nondiscrimination. During the performance of work under this Agreement, Unit Operator agrees to comply with all the provisions of subsections (1) to (7) of Section 202, Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as subsequently amended, which are hereby incorporated by reference in this Agreement.

#### ARTICLE 15. NOTICES

15.1. Notices. All notices required hereunder shall be in writing and shall be deemed to have been properly served when sent by mail, facsimile transmission, or email to the address of the representative of each Working Interest Owner as furnished to Unit Operator.

#### ARTICLE 16. EFFECTIVE DATE AND TERM

16.1. Effective Date. This Agreement shall become effective when the Unit Agreement becomes effective.

16.2. Term. This Agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all Unit wells have been plugged and abandoned or turned over to Working Interest Owners in accordance with Article 17; (b) all Unit Equipment and real property acquired for the joint account have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners; and (c) there has been a final accounting.

#### ARTICLE 17. ABANDONMENT OF OPERATIONS

17.1. Termination. Upon termination of the Unit Agreement, the following will occur:

17.1.1. Oil and Gas Rights. Oil and Gas Rights in and to each separate Tract shall no longer be affected by this Agreement, and thereafter the parties shall be governed by the terms and provisions of the leases, contracts, and other instruments affecting the separate Tracts.

17.1.2. Salvaging Wells. Unit Operator shall salvage as much of the casing and equipment in or on wells not taken over by Working Interest Owners of separate Tracts as can economically and reasonably be salvaged, and shall cause the wells to be plugged and abandoned in compliance with applicable laws and regulations.

17.1.3 Cost of Abandonment. The cost of abandonment of Unit Operations shall be Unit Expense.

17.1.4. Distribution of Assets. Working Interest Owners shall share in the distribution of Unit Equipment, or the proceeds thereof, in proportion to their Unit Participations.

ARTICLE 18.  
APPROVAL

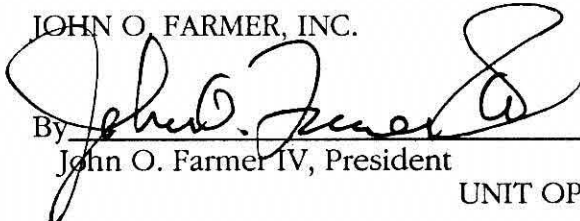
18.1. Original, Counterpart, or Other Instrument. An owner of a Working Interest may approve this Agreement by signing the original, a counterpart thereof, or other instrument approving this Agreement. The signing of any such instrument shall have the same effect as if all Persons had assigned the same instrument.

ARTICLE 19.  
SUCCESSORS AND ASSIGNS

19.1. Successors and Assigns. This Agreement shall extend to, be binding upon, and inure to the benefit of the Persons hereto and their respective heirs, devisees, legal representatives, successors, and assigns, and shall constitute a covenant running with the lands, leases, and interests covered thereby.

IN WITNESS WHEREOF, this Agreement is approved on the dates opposite the respective signatures.

Date: OCTOBER 31, 2020

JOHN O. FARMER, INC.  
By \_\_\_\_\_  
John O. Farmer IV, President  
UNIT OPERATOR

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on October 31, 2020, by John O. Farmer IV, President of John O. Farmer, Inc.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

\*\*\*

JOHN O. FARMER, INC.

Date: 11/12/2020

By John O. Farmer IV  
John O. Farmer IV, President  
WORKING INTEREST OWNER

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on NOVEMBER 12, 2020, by John O. Farmer IV, President of John O. Farmer, Inc.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

\*\*\*

JOHN O. FARMER TRUST PROPERTIES, LLC

Date: 11/12/2020

By John O. Farmer III  
John O. Farmer III, Managing Partner  
WORKING INTEREST OWNER

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on NOVEMBER 12, 2020, by John O. Farmer III, Managing Partner of John O. Farmer Trust Properties, LLC.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

\*\*\*

JOHN O. FARMER TRUSTS' RESOURCES, LLC

Date: 11/12/2020

By John O. Farmer IV  
John O. Farmer IV, Managing Partner  
WORKING INTEREST OWNER

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on NOVEMBER 12, 2020, by John O. Farmer IV, Managing Partner of John O. Farmer Trusts' Resources, LLC.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22



JOHN O. FARMER IV REVOCABLE TRUST

Date: 11/12/2020

By John O. Farmer IV  
John O. Farmer IV, Trustee  
WORKING INTEREST OWNER

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on NOVEMBER 12, 2020, by John O. Farmer IV, Trustee of the John O. Farmer IV Revocable Trust



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

\*\*\*

JOHN O. FARMER III REVOCABLE TRUST

Date: 11/12/2020

By John O. Farmer III  
John O. Farmer III, Trustee  
WORKING INTEREST OWNER

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on NOVEMBER 12, 2020, by John O. Farmer III, Trustee of the John O. Farmer III Revocable Trust.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

Andrea Krug Krauss  
Andrea Krug Krauss  
WORKING INTEREST OWNER

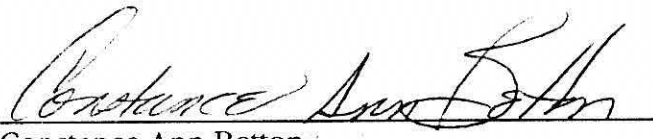
**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on NOVEMBER 12, 2020, by Andrea Krug Krauss.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22

  
Constance Ann Betton  
WORKING INTEREST OWNER

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

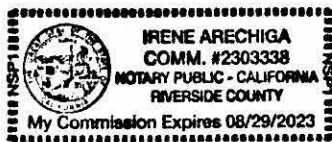
State of California

County of Riverside

On 11/23/2020, 2020, before me, Irene Arechiga Notary Public  
Here Insert Name and Title of the Officer

personally appeared Constance Ann Betton  
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

  
Signature of Notary Public

JOYCE A. BOOR REVOCABLE TRUST DTD  
9-12-16

By Joyce A. Boor  
Joyce A. Boor, Trustee

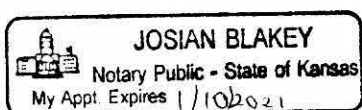
By Douglas A. Boor  
Douglas A. Boor, Trustee

WORKING INTEREST OWNER

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RENO:

This instrument was acknowledged before me on October 23<sup>rd</sup>, 2020, by Joyce A. Boor, Trustee of the Joyce A. Boor Revocable Trust Dtd 9-12-16.

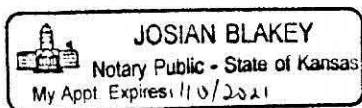


Josian Blakey  
Notary Public (Printed Name) Josian Blakey  
My appointment expires: 1/10/2021

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RENO:

This instrument was acknowledged before me on October 23<sup>rd</sup>, 2020, by Douglas A. Boor, Trustee of the Joyce A. Boor Revocable Trust Dtd 9-12-16.



Josian Blakey  
Notary Public (Printed Name) Josian Blakey  
My appointment expires: 1/10/2021

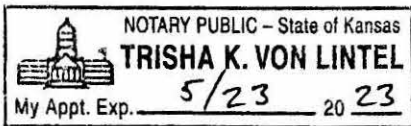
Leo F. Dreiling III  
Leo F. Dreiling III

Michaela Dreiling  
Michaela Dreiling  
WORKING INTEREST OWNERS

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF ELLIS:

This instrument was acknowledged before me on November 10th, 2020, by Leo F. Dreiling III and Michaela Dreiling, husband and wife.



Trisha K. Von Lintel  
Notary Public (Printed Name) Trisha K. Von Lintel  
My appointment expires: 5/23/23

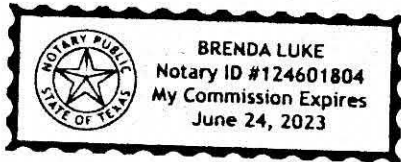
Diana S. Ellis  
Diana S. Ellis

WORKING INTEREST OWNER

**ACKNOWLEDGMENT**

STATE OF TEXAS, COUNTY OF LAND:

This instrument was acknowledged before me on ~~October~~ <sup>NOVEMBER</sup> 11TH, 2020, by Diana S. Ellis.



Brenda Luke  
Notary Public (Printed Name) BRENDA LUKE  
My appointment expires: 6.24.2023

JUNE M. GOODMAN LIVING TRUST

First National Bank, Hutchinson, Kansas,  
Trustee

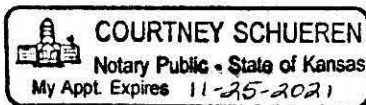
By *Brian J. Schmidtberger*  
Printed Name Brian J. Schmidtberger  
Title SVP

WORKING INTEREST OWNER

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RENO:

This instrument was acknowledged before me on October 19<sup>th</sup>, 2020, by Brian  
Schmidtberger, (title) Sr. Vice President of First National Bank, Hutchinson,  
Kansas, Trustee of the June M. Goodman Living Trust.



*Courtney Schueren*  
Notary Public (Printed Name) Courtney Schueren  
My appointment expires: 11-25-2021

ESTHER F. LOCKWOOD FAMILY TRUST

Midwest Trust Company, Successor Trustee

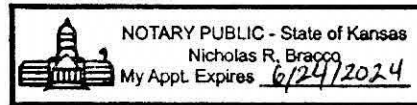
By *Walter Wieman*  
Printed Name Walter Wieman  
Title VP Trust Officer  
WORKING INTEREST OWNER

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF JOHNSON:

This instrument was acknowledged before me on <sup>December</sup> ~~October~~ 21, 2020, by Walter Wieman,  
(title) Trust Officer of Midwest Trust Company,  
Successor Trustee of the Esther F. Lockwood Family Trust.

*Nicholas R. Bracco*  
Notary Public (Printed Name) Nicholas R. Bracco  
My appointment expires: 6/24/2024



Kathryn J. Mitchell  
Kathryn J. Mitchell  
WORKING INTEREST OWNER

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF ELLIS:

This instrument was acknowledged before me on October 20, 2020, by Kathryn J. Mitchell.



Stacy Weilert  
Notary Public (Printed Name) Stacy Weilert  
My appointment expires: 1/30/22



DAN D. RICHARDSON TRUST DTD 4/7/05

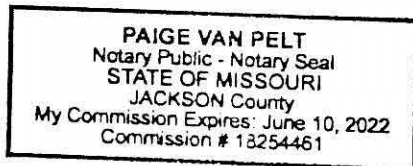
By *Dan D. Richardson*  
Printed Name DAN D. Richardson  
Trustee

WORKING INTEREST OWNER

**ACKNOWLEDGMENT**

STATE OF MISSOURI, COUNTY OF JACKSON:

This instrument was acknowledged before me on October 23, 2020, by DAN  
RICHARDSON, Trustee of the Dan D. Richardson Trust Dtd 4/7/05.



*Paige Van Pelt*  
Notary Public (Printed Name) PAIGE VAN PELT  
My appointment expires: June 10, 2022

JOSEPH T. RICHARDSON TRUST DTD 2/10/04

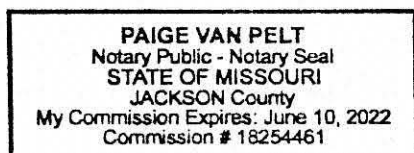
By Joseph T. Richardson  
Printed Name JOSEPH T. RICHARDSON  
Trustee

WORKING INTEREST OWNER

**ACKNOWLEDGMENT**

STATE OF MISSOURI, COUNTY OF JACKSON:

This instrument was acknowledged before me on October 21, 2020, by JOSEPH RICHARDSON, Trustee of the Joseph T. Richardson Trust Dtd 2/10/04.



Paige Van Pelt  
Notary Public (Printed Name) PAIGE VAN PELT  
My appointment expires: JUNE 10, 2022

By James Richard Shoemaker Trustee  
James Richard Shoemaker, Trustee  
WORKING INTEREST OWNER

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

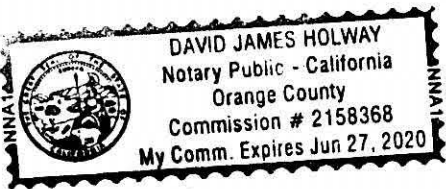
State of California

County of ORANGE

On October 28, 2020, before me, DAVID JAMES HOLWAY  
Here Insert Name and Title of the Officer

personally appeared JAMES RICHARD SHOEMAKER, TRUSTEE  
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

David James Holway  
Signature of Notary Public

EXHIBIT A TO UNIT AGREEMENT

Sutor-Ziegler Unit

Sheridan County, Kansas

TRACTS AND TRACT PARTICIPATIONS

Tract participation is based upon a unitization formula which contains the following, equally weighted factors:

- 1/3 Current Production:** Oil production from December 1, 2018 – November 30, 2019.  
**1/3 Remaining Reserves:** Estimated remaining primary reserves.  
**1/3 Cumulative Production:** Total cumulative production to November 30, 2019.

Tract Number	Tract Operator	Tract Name	Description	Tract Participation
1	John O. Farmer, Inc.	Sutor	See below	56.28%
2	John O. Farmer, Inc.	Ziegler	See below	43.72%
Total				100.00%

Tract 1:

The West Half (W/2) and the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) and the South Half of the Southeast Quarter (S/2 SE/4) of Section Thirty (30), Township Eight (8) South, Range Twenty-six (26) West of the 6<sup>th</sup> P.M.

Tract 2:

The North Half of the Northeast Quarter (N/2 NE/4) and the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) and the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section Thirty (30), Township Eight (8) South, Range Twenty-six (26) West of the 6<sup>th</sup> P.M.

# EXHIBIT B

1/8/20

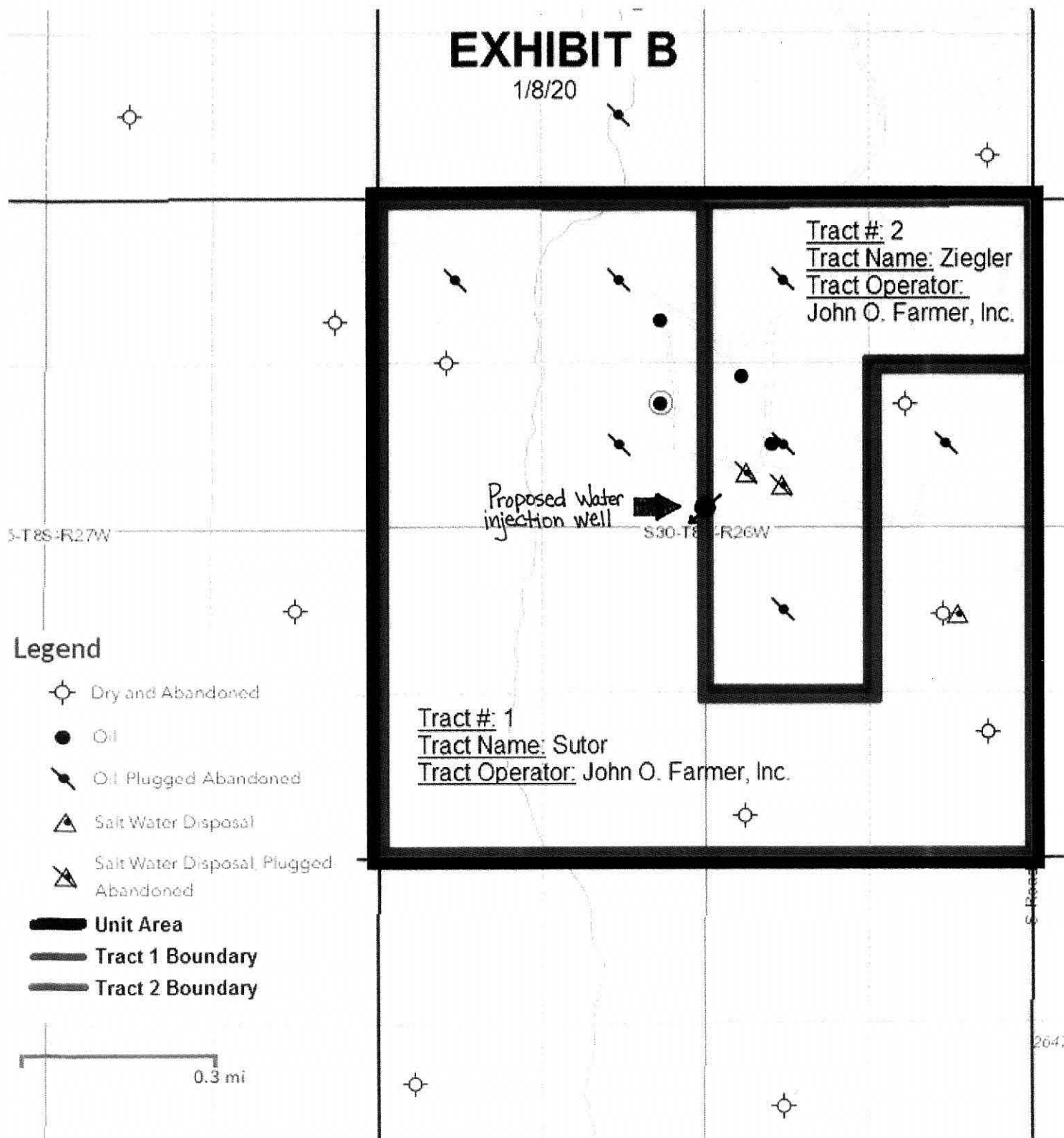


EXHIBIT "-C-"

Attached to and made a part of that certain Unit Operating Agreement dated October 1, 2020  
entered into by and between John O. Farmer, Inc., as Operator, and the signatory parties, as Non-Operators.

**ACCOUNTING PROCEDURE  
JOINT OPERATIONS**

**I. GENERAL PROVISIONS**

**1. Definitions**

"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the Parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators.

"First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.

"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.

"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies.

**2. Statement and Billings**

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. / ~~All statements and billings shall be sent via email.~~ Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all charges and credits summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail. Payment in full is due within fifteen (15) days of the date the billing is issued

**3. Advances and Payments by Non-Operators**

A. Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the billing or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

B. Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate in effect ~~at~~ as published in the Wall Street Journal on the first day of the month in which delinquency occurs plus 1% or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

**4. Adjustments**

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided, however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of Controllable Material as provided for in Section V.

5. **Audits**

A. A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of those Non-Operators approving such audit.

B. The Operator shall reply in writing to an audit report within 180 days after receipt of such report.

6. **Approval By Non-Operators**

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

**II. DIRECT CHARGES**

Operator shall charge the Joint Account with the following items:

1. **Ecological and Environmental**

Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or archaeological nature and pollution control procedures as required by applicable laws and regulations.

2. **Rentals and Royalties**

Lease rentals and royalties paid by Operator for the Joint Operations.

3. **Labor**

- A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.
- (2) Salaries of First level Supervisors in the field.
- (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from the overhead rates.
- (4) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly employed in the operation or the Joint Property if such charges are excluded from the overhead rates.
- B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II. Such costs under this Paragraph 3B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 3A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.
- C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II.
- D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraphs 3A of this Section II.

4. **Employee Benefits**

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II shall be Operator's actual cost, not to exceed the percent most recently recommended by the Council of Petroleum Accountants Societies.



5. Material

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

6. Transportation

Actual cost of

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like material is normally available or railway receiving point nearest the Joint Property unless agreed to by the Parties.

B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store where like material is normally available, or railway receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.

C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the amount most recently recommended by the Council of Petroleum Accountants Societies.

7. Services

The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the overhead rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

8. Equipment and Facilities Furnished By Operator

A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed twelve percent (12 %) per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.

B. In lieu of charges in Paragraph 8A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property ~~less 20%~~ <sup>mileage</sup> <sup>Internal Revenue Service</sup> For automotive equipment, Operator may elect to use / rates published by the ~~Petroleum Motor Transport Association~~ <sup>times 1.5</sup> <sup>Petroleum Motor Transport Association</sup>.

9. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

10. Legal Expense

Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section I, Paragraph 3.

11. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties hereto in accordance with the tax value generated by each party's working interest.



12. Insurance

Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Worker's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

13. Abandonment and Reclamation

Costs incurred for abandonment of the Joint Property, including costs required by governmental or other regulatory authority.

14. Communications

Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems, including radio and microwave facilities directly serving the Joint Property. In the event communication facilities/systems serving the Joint Property are Operator owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section II.

15. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint Operations.

III. OVERHEAD

1. Overhead - Drilling and Producing Operations

i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:

- ( X ) Fixed Rate Basis, Paragraph 1A, or  
( ) Percentage Basis, Paragraph 1B

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 3A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.

ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property:

- ( ) shall be covered by the overhead rates, or  
( X ) shall not be covered by the overhead rates.

iii. The salaries, wages and Personal Expenses of Technical Employees and/or costs of professional consultant services and contract services of technical personnel either temporarily or permanently assigned to and directly employed in the operation of the Joint Property:

- ( ) shall be covered by the overhead rates, or  
( X ) shall not be covered by the overhead rates.

A. Overhead - Fixed Rate Basis

(1) Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate \$ 2,500.00/well  
(Prorated for less than a full month)

Producing Well Rate \$ 275.00/well/month

(2) Application of Overhead - Fixed Rate Basis shall be as follows:

(a) Drilling Well Rate

A one time charge be made  
(1) Charges for drilling wells shall begin on the date the well is spudded, and terminate on the date the drilling rig, completion rig, or other units used in completion of the well is released, whichever is later, except that no

charge shall be made during suspension of drilling or completion operations for fifteen (15) or more consecutive calendar days.

- (2) Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive work days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig or other units used in workover, commence through date of rig or other unit release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.

(b) Producing Well Rates

- (1) An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
- (2) Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
- (3) An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
- (4) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well. This one-well charge shall be made whether or not the well has produced except when drilling well rate applies.
- (5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.
- (3) The well rates shall <sup>may from time to time.</sup> be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached by the percent increase or decrease published by COPAS.

B. Overhead - Percentage Basis

- (1) Operator shall charge the Joint Account at the following rates:

(a) Development

Percent ( ) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 10 of Section II and all salvage credits.

(b) Operating

Percent ( ) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

- (2) Application of Overhead - Percentage Basis shall be as follows:

For the purpose of determining charges on a percentage basis under Paragraph 13 of this Section III, development shall include all costs in connection with drilling, redrilling, deepening, or any remedial operations on any or all wells involving the use of drilling rig and crew capable of drilling to the producing interval on the Joint Property; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other costs shall be considered as operating.

2. Overhead - Major Construction

To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of \$ 50,000.00 :

- A. 5 % of first \$100,000 or total cost if less, plus
- B. 3 % of costs in excess of \$100,000 but less than \$1,000,000, plus
- C. 2 % of costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single project shall not be treated separately and the cost of drilling and workover wells and artificial lift equipment shall be excluded.

**3. Catastrophe Overhead**

To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the expenditures, Operator shall either negotiate a rate prior to charging the Joint Account or shall charge the Joint Account for overhead based on the following rates:

- A. 5 % of total costs through \$100,000; plus
- B. 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- C. 2 % of total costs in excess of \$1,000,000.

Expenditures subject to the overheads above will not be reduced by insurance recoveries, and no other overhead provisions of this Section III shall apply.

**4. Amendment of Rates**

The overhead rates provided for in this Section III may be amended from time to time only by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

**IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS**

Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all Material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be <sup>determined by the Operator</sup> agreed to by the Parties.

**1. Purchases**

Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of Material found to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

**2. Transfers and Dispositions**

Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator, unless otherwise agreed to by the Parties, shall be priced on the following basis exclusive of cash discounts:

**A. New Material (Condition A)**

- (1) Tubular Goods Other than Line Pipe shall be priced at the current new price plus transportation costs, if applicable.

~~(a) Tubular goods, sized 2 3/8 inches OD and larger, except line pipe, shall be priced at Eastern mill published carload base prices effective as of date of movement plus transportation cost using the 80,000 pound carload weight basis to the railway receiving point nearest the Joint Property for which published rail rates for tubular goods exist. If the 80,000 pound rail rate is not offered, the 70,000 pound or 90,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio and casing from Youngstown, Ohio.~~

~~(b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus transportation cost from that mill to the railway receiving point nearest the Joint Property as provided above in Paragraph 2.A.(1)(a). For transportation cost from points other than Eastern mills, the 30,000 pound Oil Field Haulers Association interstate truck rate shall be used.~~

~~(c) Special end finish tubular goods shall be priced at the lowest published out-of-stock price, f.o.b. Houston, Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate, to the railway receiving point nearest the Joint Property.~~

~~(d) Macaroni tubing (size less than 2 3/8 inch OD) shall be priced at the lowest published out-of-stock prices f.o.b. the supplier plus transportation costs, using the Oil Field Haulers Association interstate truck rate per weight of tubing transferred, to the railway receiving point nearest the Joint Property.~~

(2) Line Pipe shall be priced at the current new price plus transportation costs, if applicable.

(a) Line pipe movements (except size 24 inch OD and larger with walls  $\frac{1}{4}$  inch and over) 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.

(b) Line Pipe movements (except size 24 inch OD and larger with walls  $\frac{1}{4}$  inch and over) less than 30,000 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment, plus the percent most recently recommended by COPAS, plus transportation costs based on freight rates as set forth under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.

(c) Line pipe 24 inch OD and over and  $\frac{1}{4}$  inch wall and larger shall be priced f.o.b. the point of manufacture at current new published prices plus transportation cost to the railway receiving point nearest the Joint Property.

(d) Line pipe, including fabricated line pipe, drive pipe and conduit not listed on published price lists shall be priced at quoted prices plus freight to the railway receiving point nearest the Joint Property or at prices agreed to by the Parties.

(3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property.

(4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current new price, in effect on date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property. Unused new tubulars will be priced as provided above in Paragraph 2.A.(1) and (2).

B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

(1) Material moved to the Joint Property

At seventy-five percent (75%) of current new price, as determined by Paragraph A.

(2) Material used on and moved from the Joint Property

(a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as new Material or

(b) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as used Material

(3) Material not used on and moved from the Joint Property

At seventy-five percent (75%) of current new price as determined by Paragraph A.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material

(1) Condition C

Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph A. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

(2) Condition D

Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material under procedures normally used by Operator without prior approval of Non-Operators.

(a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be priced at used line pipe prices.

(b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g. power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non-upset basis.

(3) Condition E

Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under procedures normally utilized by Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and/or value of such Material is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by the Parties. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

E. Pricing Conditions

(1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢) per hundred weight on all tubular goods movements, in lieu of actual loading or unloading costs sustained at the stocking point. The above rate shall be adjusted as of the first day of April each year following January 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in Section III, Paragraph I.A.(3). Each year, the rate calculated shall be rounded to the nearest cent and shall be the rate in effect until the first day of April next year. Such rate shall be published each year by the Council of Petroleum Accountants Societies.

(2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished By Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. Reconciliation and Adjustment of Inventories

Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory. In cases involving a change of Operator, all Parties shall be governed by such inventory.

4. Expense of Conducting Inventories

A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the Parties.

B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except inventories required due to change of Operator shall be charged to the Joint Account.

## EXHIBIT "D"

Attached to and made a part of that certain Operating Agreement dated October 1, 2020 entered into by and between John O. Farmer, Inc. as Operator and the signatory parties, as Non-Operators.

### INSURANCE

Operator, during the term of this Operating Agreement, shall carry insurance in amounts not less than the following:

- |  |                                   |
|--|-----------------------------------|
| A. Workers' Compensations  | Statutory                         |
| B. Employer's Liability  | \$500,000 per accident            |
| C. Automobile Liability: Bodily Injury and/or Property Damage            | \$1,000,000 combined single limit |
| D. Liability other than Automobile: Bodily Injury and/or Property Damage | \$1,000,000 combined single limit |
| E. Umbrella Excess Liability Coverage                                    | \$10,000,000                      |

A proportionate part of the premiums on such insurance, determined on some equitable basis consistent with Operator's accounting practice, shall be charged to the Joint Account.

All losses not covered by standard form policies of insurance for the above coverage shall be joint losses and shall be borne by the parties as their interests appear at the time of the occurrence.

Operator shall not be required to provide fire, explosion, windstorm or other property hazard insurance on oil in storage or on leasehold equipment and shall not be required to provide underground damage liability insurance. All losses from these causes shall be joint losses and be borne by the parties as their interests appear at the time of the occurrence.

It is understood that Operator does not warrant the financial responsibility of its insurance carrier and , except for willful negligence, Operator shall not be liable to Non-Operator for any loss resulting from insufficiency of the insurance carried or of the insurer with whom carried. It is further understood that Operator shall not be liable to Non-Operator for any loss accruing by reason of Operator's inability to obtain or maintain the above insurance, but Operator shall notify Non-Operator in writing if it is unable to obtain or maintain such insurance.



**EXHIBIT III TO APPLICATION**  
**OF JOHN O. FARMER, INC.**  
**SUTOR-ZIEGLER WATERFLOOD UNIT**

John O. Farmer, Inc.  
PO Box 352  
Russell, KS 67665

John O. Farmer III Revocable Trust  
PO Box 352  
Russell, KS 67665

John O. Farmer IV Revocable Trust  
PO Box 352  
Russell, KS 67665

Andrea Krug Krauss  
4106 184<sup>th</sup> Street  
Russell, KS 67665

John O. Farmer Trust Properties, LLC  
PO Box 352  
Russell, KS 67665

John O. Farmer Trusts' Resources, LLC  
PO Box 352  
Russell, KS 67665

Kathryn J. Mitchell  
3305 Lincoln Dr  
Hays, KS 67601

Constance Ann Betton  
71305 Kempton Avenue  
Rancho Mirage, CA 92270-3614

Joyce A. Boor Revocable Trust Dtd 9/12/16  
Joyce A. Boor & Douglas A. Boor, Trustees  
705 E 56<sup>th</sup> Ave  
Hutchinson, KS 67502

Leo F. Dreiling & Michaela Dreiling  
1965 Mount Pleasant Rd  
Hays, KS 67601-9330

Diana S. Ellis  
PO Box 8257  
Horseshoe Bay, TX 78657

June M. Goodman Living Trust  
First Natl Bank Hutchinson KS, Trustee  
PO Box 913  
Hutchinson, KS 67504-0913

Esther F. Lockwood Family Trust  
Midwest Trust Company, Successor Trustee  
5901 College Blvd #100  
Overland Park, KS 66211

Jane H. Barton  
813 N Linden Ln  
Derby, KS 67037

Dan D. Richardson Trust DTD 4/07/05  
9300 E 63 St  
Raytown, MO 64133

Joseph T. Richardson Trust DTD 2/10/04  
5 Mescalero Ln  
Lake Winnebago, MO 64034-9307

Ryan T. Miller  
4030 Lila Blue Lane  
Raleigh, NC 27612

Shoemaker Family Trust dtd 10/18/85  
James Richard Shoemaker, Trustee  
685 Mystic Way  
Laguna Beach, CA 92651-1924

Dorothy E. Bacon  
35 S Baybrook Drive Unit 110  
Palatine, IL 60074

Phillip T. Defrancisco  
205 N Lake Blvd, Unit 201  
Buffalo Grove, IL 60089

William Ben Defrancisco  
215 N Desplaines St FL 2  
Chicago, IL 60661-1140

Aurelia Delimata Trust  
Alan J. Bednarz, Successor Trustee  
729 Woodridge Ln  
Glencoe, IL 60022

Petra Sue Biehl  
1612 Shoshone Drive  
Bishop, CA 93514

Sutor Brothers LLC  
2053 Knox Road 700 E  
Wataga, IL 61488-9411

Betty A. Ginsburg Revocable Trust  
Ellen S. Abramowitz, Successor Trustee  
9232 Ridgeway Ave  
Evanston, IL 60203-1511

Linda Halpern  
710 Randi Ln  
Hoffman Estates, IL 60169-2714

Mary Jo Jones or Clarence Ray Jones or  
Petra Sue Biehl  
8855 San Vicente Dr  
Yucca Valley, CA 92284-4448

Cobra Petroleum Company, LP  
PO Box 8049  
Rancho Santa Fe, CA 92067

Anne E. Nusbaum or Ali N. Nusbaum,  
JTWROS  
147 Nimitz Dr Apt A26  
Piti, GU 96915-5428

Howard Nusbaum  
6702 E Monterosa St  
Scottsdale, AZ 85251

Perper/Raiche Revocable Trust  
Alan B. Perper/Janet G. Raiche, Trustees  
PO Box 208  
Dillon Beach, CA 94929

S & C Properties  
PO Box 601295  
Dallas, TX 75360-1295

Southwest Petroleum Company, LP  
d/b/a Southwest Petroleum Company  
PO Box 702377  
Dallas, TX 75370-2377

Rita M. Aitken  
4302 E Tonto St  
Phoenix, AZ 85044

Benedictine College Inc.  
1020 N 2<sup>nd</sup> Street  
Atchison, KS 66002-1499

Kenneth A. Vonfeldt  
726 N El Paso Dr  
Derby, KS 67037

David D. Vonfeldt  
4609 SW Crenshaw Dr  
Topeka, KS 66610-1656

Alice Beckish  
105 Chickasaw Run  
Williamston, SC 29697

Blaze Ziegler Estate  
Carrol Lynn McCormick, Executor  
3116 Poplar  
Greenville, TX 75402

Cynthia Dieterich  
1420 Nez Perce Loop NE  
Rio Rancho, NM 87144

Dwayne L. Zimmerman  
3229 South Handley St  
Wichita, KS 67217-3358

Kim R. Frangenberg  
1114 Summitlawn  
Wichita, KS 67212

Rex V. Hervey  
7013 Pinyon Pine Ln SE  
Owens Cross Roads, AL 35763

Cheryl K. Roach  
5733 N Saint Clair St  
Wichita, KS 67204

Breann K. Ochs  
2510 North Fox Run Court  
Wichita, KS 67226

Austen J. Roach  
5847 N East Parkview  
Park City, KS 67219

Camden J. Roach  
5925 N Millsboro St  
Park City, KS 67219

Nancy Shoemaker  
20 Douglas Parkway  
Wichita, KS 67206

Evan A. Charles  
1567 Ocean Front St  
San Diego, CA 92107

Mary Engelmann  
812 W Jamestown St  
Andover, KS 67002-8819

Mary E. Gibson  
420 N Pamela Ave  
Wichita, KS 67212-3728

Lynetta Gillmore  
PO Box 8  
Westcliffe, CO 81252

Leah Grossnickle  
2058 N 475 E Rd  
Edinburg, IL 62531

Ruth A. Holland  
1222 E 110<sup>th</sup> Ave N  
Belle Plaine, KS 67013-7901



Leah M. Charles  
1600 Ann Branden Blvd Apt 733  
Norman, OK 73071-1558

Kathleen Gideon  
12304 E Willowgreen  
Wichita, KS 67207

Richard Morley  
618 N Thoroughbred Ct  
Wichita, KS 67235-8090

Charles W. Roach  
7589 Stone Creek Ct  
Mobile, AL 36695

Barbara Schmitz  
505 N Rock Rd Apt 905  
Wichita, KS 67206

Anthony P. Slack  
30662 191<sup>st</sup> Dr  
Woodward, IA 50276-6073

Diane M. Ziegler  
PO Box 299  
St James, MO 65559-0299

Alice Ann Weed Ziegler  
3809 Howe Ct  
Boulder, CO 80301-6007

Linda Hill  
718 E Crestline Rd  
Andover, KS 67002-8432

Gene Morley  
229 W Barnes Rd  
Spokane, WA 99218-2107

Charles Morley  
11917 E Calais Ct  
Wichita, KS 67210-1861

Jeffrey J. Roach  
1815 Chiswick Rd  
Edmond, OK 73034-2923

Brian G. Selensky Trust  
4009 S Pattie St  
Wichita, KS 67216-4246

Jenny Vonfeldt  
431 E 9<sup>th</sup> Ave  
Belle Plaine, KS 67013-9013

Anthony Ziegler  
20675 Humphreys Rd  
Platt City, MO 64079

Western Kansas Farm Credit, FLCA  
1190 S Range – PO Box 667  
Colby, KS 67701-0667

**EXHIBIT IV TO APPLICATION**  
**OF JOHN O. FARMER, INC.**  
**SUTOR-ZIEGLER WATERFLOOD UNIT**

SE/4 24-8S-27W

Michael Elliott Smith and Dana L.R. Smith, Trustees  
Michael Elliott Smith and Dana L.R. Smith Family  
Trust dated 6/12/1998  
12663 Sunrise Dr. NE  
Bainbridge, WA 98110

Brenda L. Taylor, Trustee  
Brenda L. Taylor Revocable Trust Indenture dated  
3/18/2002  
8112 W 72nd St  
Overland Park, KS 66204

Keith R. Taylor and Paula J. Taylor, Trustees  
Taylor Family Revocable Trust dated 3/14/2005  
4908 W 162nd St  
Stilwell, KS 66085

E/2 25-8S-27W

Brant and Lula Jean Brown  
6430 E Road 15 S  
Hoxie, KS 67740

Louise Dale and Janice Sue Brown  
1042 S Road 60E  
Hoxie, KS 67740

N 2/3rds NE/4 36-8S-27W

Brant and Lula Jean Brown  
6430 E Road 15S  
Hoxie, KS 67740

S 1/3rd NE/4 36-8S-27W

Louise Dale and Janice Sue Brown  
1042 S Road 60E  
Hoxie, KS 67740

N/2 31-8S-26W

Timothy G. Schamberger  
6936 Chestnut Ct  
Parker, CO 80134

James J. Schamberger  
1650 E Rd  
Penokee, KS 67659

Michele M. Brungardt  
805 N 2nd St  
WaKeeney, KS 67672

Ryan L. Schamberger  
14850 Estonian Ave  
Parker, CO 80134

NW/4 32-8S-26W

Fred L. Pratt  
PO Box 583  
913 Main St #583  
Hoxie, KS 67740

W/2 29-8S-26W

Fred L. Pratt  
PO Box 583  
913 Main St #583  
Hoxie, KS 67740

Roberta K. Nery  
PO Box 26  
1409 Noble St  
Hoxie, KS 67740

Harry Joe Pratt  
2232 S Highway 23  
Hoxie, KS 67740

SW/4 20-8S-26W

Taylor Farms, LLC  
Charles B. Taylor, Manager  
640 14th St  
Hoxie, KS 67740

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

In the matter of the Application of John O. Farmer, Inc. for     ) Docket No. 21-CONS-3175-CUNI  
an order authorizing the unitization and unit operation of the     )  
Sutor-Ziegler Waterflood Unit to be located in Sheridan     ) CONSERVATION DIVISION  
County, Kansas     )  
\_\_\_\_\_     ) License No: 5135

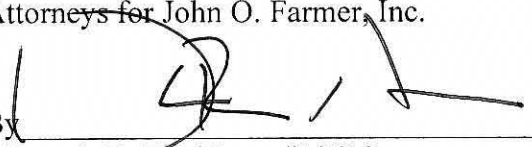
**NOTICE OF AMENDED APPLICATION**

TO: ALL OIL AND GAS OPERATORS, PRODUCERS AND LESSEES, OIL AND GAS LESSORS AND ROYALTY OWNERS, MINERAL INTEREST OWNERS, LANDOWNERS, OVERRIDING ROYALTY INTEREST OWNERS, OTHER OWNERS OF OIL AND GAS INTERESTS, MORTGAGEES OF OIL AND GAS INTERESTS AND ALL OTHER PERSONS CONCERNED:

You and each of you are hereby notified that John O. Farmer, Inc. (Farmer) has filed an amended application with the Kansas Corporation Commission (Commission) pursuant to K.S.A. 55-1301, et seq., seeking an order authorizing the unitization and unit operation of the Sutor-Ziegler Waterflood Unit (Unit). *The purpose of the amendment is to redefine the Unitized Formations for enhanced oil and gas recovery operations as described below. Exhibits I, II, III and IV previously sent to you have not been amended.* The area of the proposed Unit which shall be operated by Farmer includes all of Section Thirty (30), Township Eight (8) South, Range Twenty-six (26) West in Sheridan County, Kansas. Farmer proposes to unitize the oil and gas rights to a pool within the Toronto and Lansing-Kansas City Formations beneath the area of the Unit. The stratigraphic equivalent of the Unitized Formations begins at the top of the Toronto Formation (3646' TVD) and continues down to the Base Lansing-Kansas City Formation (3,884' TVD) as shown on the logs of the Sutor #6 well (API #15-179-21100). Farmer intends to conduct enhanced oil and gas recovery operations within said pool in order to increase the recovery of oil and gas reserves and will allocate oil and gas production from the Unit across two individual tracts on a fair, reasonable, and equitable basis. The amended application is pending with the Commission. Any persons who object or protest to the granting of the amended application shall be required to file their objections or protests in writing with the Commission within fifteen (15) days after the date of this publication. If a written protest is not timely filed, the amended application may be determined administratively by the Commission and may thereby be granted without hearing or further notice to any interested party. All objections and protests shall clearly state the reasons why granting the amended application will violate correlative rights, cause waste, or pollute water resources. Objections or protests shall be mailed to the Kansas Corporation Commission Conservation Division, 266 North Main Street, Suite 220, Wichita, Kansas 67202, with a copy to Farmer's attorneys listed below. All parties in anyway interested or concerned shall take notice of the foregoing and gather themselves accordingly.

Thompson, Arthur, Davidson & Katz  
525 North Main Street  
P.O. Box 111  
Russell, Kansas 67665  
Attorneys for John O. Farmer, Inc.

By

  
\_\_\_\_\_  
Dennis R. Davidson, #10619

**CERTIFICATE OF SERVICE**

I, Dennis R. Davidson, hereby certify that on the 16th day of April, 2021, I caused the original of the foregoing Amended Application with its attached Exhibits I, II, III and IV and the Notice of Application to be electronically filed with the Conservation Division of the State Corporation Commission of the State of Kansas, and on the 14th day of April, 2021 caused true and correct copies of the Amended Application and the Notice of Amended Application, to be delivered to or deposited in the United States mail, first class, postage prepaid, and properly addressed to, the parties listed on Exhibits III and IV to the Amended Application.

Thompson, Arthur, Davidson & Katz  
525 North Main Street  
P.O. Box 111  
Russell, Kansas 67665  
Attorneys for John O. Farmer, Inc.

By

  
Dennis R. Davidson, #10619