

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

IN THE MATTER OF THE APPLICATION)	
OF E&B NATURAL RESOURCES)	DOCKET NO. 18-CONS- <u>3321</u> -CUNI
MANAGEMENT CORPORATION FOR AN)	
ORDER PROVIDING FOR THE)	
UNITIZATION AND UNIT OPERATION OF)	
A PART OF THE BEMIS-SHUTTS OIL AND)	OPERATOR NO. 34405
GAS FIELD AS THE MARSHALL "A" and)	CONSERVATION DIVISION
MARSHALL "B" UNIT IN ELLIS COUNTY,)	
KANSAS.)	

APPLICATION

COMES NOW, E&B Natural Resources Management Corporation, 1600 Norris Road, Bakersfield, CA 93308, Applicant, and herein and respectfully states to the Commission as follows:

1. The Applicant is the owner of oil and gas leasehold interests in Ellis County, Kansas, and operates several wells producing oil in the subject area from the Lansing "B", Lansing "I", Lansing "F" and Lansing "G" Formations. The Applicant has been issued Operator No. 34405 by Kansas Corporation Commission.

2. The Applicant proposes to unitize oil leasehold interests and operations in the area pursuant to K.S.A. 55-1304(a)(2) for the purpose of unitized management, operation and further development of the pool through the introduction of artificial energy which is economically feasible and reasonably necessary to prevent waste and increase substantially the ultimate recovery of oil and gas.

3. The Unit Area of the proposed Marshall "A" and Marshall "B" Unit in the Bemis-Shutts Field is as follows:

SE/4 Section 25, Township 11 South, Range 18 West
E/2 Section 36, Township 11 South, Range 18 West
W/2 Section 31, Township 11 South, Range 17 West
All in Ellis County, Kansas.

4. The Applicant, owning 100% of the working interest in all tracts, will be the unit operator.

5. The formation to be unitized within the unit area is 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 Lansing "B", Lansing "F", Lansing "G", Lansing "I" and Lansing "J" Formations as such formations are shown on the well log of the Marshall A #32 well (API# 15-051-26071-) between the depths of 3354' and 3520', it being intended that the covered depths include all the stratigraphic equivalent of said Lansing "B", Lansing "F", Lansing "G", Lansing "I" and Lansing "J" Formations.

6. The value of the estimated additional recovery of oil or gas that will result from unitized operations will substantially exceed the estimated additional cost incident to the conduct of such operations. The proposed operations as outlined in the unit agreement and the unit operating agreement are fair and equitable to all interest owners.

7. Attached hereto and incorporated herein by reference are the following exhibits comprising Applicant's Plan for Unit Operations:

- A. Unit Agreement (Exhibit A); and
- B. Unit Operating Agreement (Exhibit B).

8. The plan for unitization has, as required by statute, been approved in writing by at least 63% of the persons required to pay the costs of the unit operation, and by the owners of at least 75% of the production or proceeds thereof that will be credited to royalties, excluding overriding royalties or other like interests which are carved out of the leasehold estate. (Exhibit C)

9. Attached hereto and made a part of this Application, marked as Exhibit D, is a tabular listing of the names and addresses of all oil and gas lessees and other oil and gas interest owners owning interests in the Unit Area and within a half mile radius thereof whose names and addresses Applicant has been able to determine after diligent search and inquiry.

10. Applicant has sent by regular mail a copy of this Application and Notice to all persons listed on the attached Exhibit D.

11. Applicant is causing the Notice of Hearing to be published as required by the Commission, in *The Wichita Eagle* and *The Hays Daily News* newspapers.

12. Therefore, Applicant requests that after due notice the Commission issue its Order providing for the unitization and unit operation of the Marshall "A" and Marshall "B" Unit pursuant to K.S.A. 55-1301, et seq.

WHEREFORE, Applicant prays that the Commission consider this matter pursuant to K.S.A. 77-537 and if no request for hearing is received within fifteen (15) days of notice, the Commission issue its Order providing for the Unitization and the Unit Operations of the Marshall "A" and Marshall "B" Unit and providing for such other and further provisions and relief as may be deemed appropriate.

MARTIN, PRINGLE, OLIVER, WALLACE,
& BAUER, L.L.P.

By 

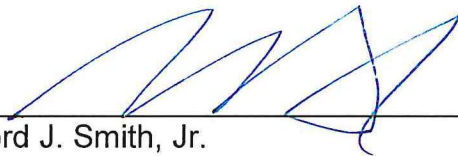
Stanford J. Smith, Jr., #11353
100 North Broadway, Suite 500
Wichita, KS 67202
Telephone: (316) 265-9311
sjsmith@martinpringle.com
Attorneys for Applicant

VERIFICATION

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

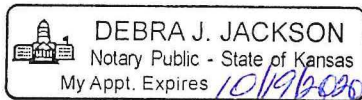
Stanford J. Smith, Jr., being of lawful age and being first duly sworn upon his oath, deposes and says:

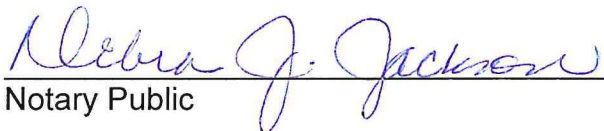
That he is the attorney for E&B Natural Resources Management Corporation; he has read the above and forgoing Application and is familiar with the contents and that the statements made therein are true and correct to the best of his knowledge and belief.



Stanford J. Smith, Jr.

SUBSCRIBED AND SWORN to before me this 12th day of February, 2018.





Notary Public

My Appointment Expires:
10/19/2020

EXHIBIT A

**UNIT AGREEMENT
COVERING THE MARSHALL "A" AND MARSHALL "B"
OIL AND GAS LEASES**

Township 11 South, Range 18 West

Section 25: SE/4

Section 36: E/2

Township 11 South, Range 17 West

Section 31: W/2

All in Ellis County, Kansas

UNIT AGREEMENT

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UNIT AGREEMENT

- 1.1 THIS AGREEMENT, entered into effective as provided in Article 15.1., by the Parties who have consented in writing to be bound hereunder for the conduct of Unit Operations, or so bound by the Order of the Kansas Corporation Commission issued pursuant to the Kansas Statutes Annotated, Section 55-1301, et seq.

WITNESSETH:

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of Unitized Substances from the Bemis-Shutts Oil and Gas Field, in Ellis County, Kansas, and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to enter into this Agreement to unitize the Oil and Gas Rights in and to the Unitized Formations in order to conduct Unit Operations as herein provided, pursuant to Kansas Statutes Annotated, Section 55-1301, *et seq.*, or by unanimous approval of all Royalty Owners provided to the Unit Operator as sole Working Interest Owner.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, it is agreed as follows:

ARTICLE 1 DEFINITIONS

As used in this Agreement:

- 1.2 **Effective Date** is the time and date this Agreement becomes effective, as provided in Article 15.1.
- 1.3 **Oil and Gas Rights** are the rights to explore, develop, and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.
- 1.4 **Outside Substances** are all substances purchased or otherwise obtained for a consideration by Unit Operator and introduced into the Unitized Formation.
- 1.5 **Party** is any individual, corporation, partnership, association, receiver, trustee, curator, executor, administrator, guardian, tutor, fiduciary, or other representative of any kind, any department, agency, or instrumentality of the state, or any governmental subdivision thereof, or any other entity capable of holding an interest in the Unitized Formation.
- 1.6 **Royalty Interest** is a right to or interest in any portion of the Unitized Substances or proceeds thereof other than a Working Interest.

- 1.7 **Royalty Owner** is a Party hereto who owns a Royalty Interest.
- 1.8 **Tract** is the land described as such and given a tract number in "Exhibit B".
- 1.9 **Tract Participation** is the percentage shown on "Exhibit B" and "Exhibit B-1" for allocating Unitized Substances to a Tract.
- 1.10 **Unit Area** is the land described by Tracts in "Exhibit B" and "Exhibit B-1" and shown on "Exhibit A" as to which this Agreement becomes effective or to which it may be extended as herein provided.
- 1.10 **Unit Equipment** is all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.
- 1.11 **Unit Expense** is all cost, expense, or indebtedness incurred by the Unit Operator as sole Working Interest Owner pursuant to this Agreement and the Unit Operating Agreement for or on account of Unit Operations.
- 1.12 **Unit Operations** are all operations conducted pursuant to this Agreement and the Unit Operating Agreement as referenced in Exhibit "C".
- 1.13 **Unit Operating Agreement** is the agreement entered into by the Working Interest Owner, having the same Effective Date as this Agreement, and entitled "Unit Operating Agreement for the Marshall "A" and Marshall "B" Unit described as SE/4 of Section 25, the E/2 of Section 36, in Township 11 South, Range 18 West, and the W/2 of Section 31, in Township 11 South, Range 17 West, Ellis County, Kansas, and with this Agreement constitutes the Plan for Unit Operations.
- 1.14 **Unit Operator** is the sole Working Interest Owner under the Unit Operating Agreement to conduct Unit Operations, but acting as operator and not as Working Interest Owner.
- 1.15 **Unit Participation** of the Unit Operator as the Working Interest Owner is the entirety of the Working Interest singularly held in the Unit Area for Tract Participation of such Tract.
- 1.16 **Unitized Formations** is the subsurface portion of the Unit Area described as the common sources of supply of oil and gas underlying the Unit Area described as SE/4 of Section 25, the E/2 of Section 36, in Township 11 South, Range 18 West, and the W/2 of Section 31, in Township 11 South, Range 17 West, all in Ellis County, Kansas, and more specifically identified as the Lansing "B", Lansing "I", Lansing "F" and Lansing "G" Formations, which are all located in the Bemis-Shutts Oil Field.

- 1.17 **Unitized Substances** are all natural gas, gaseous substances, sulfur and helium contained in gas, and all associated and constituent gaseous hydrocarbons other than Outside Substances within or produced from the Unitized Formation.
- 1.18 **Working Interest** is an interest in Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, the owner of which interest is obligated to pay, either in cash or out of production or otherwise, the Unit Expense; however, Oil and Gas Rights that are free of lease or other instrument creating a Working Interest shall be regarded as Working Interest to the extent of seven-eighths (7/8) thereof and a Royalty Interest to the extent of the remaining one-eighth (1/8th) thereof. A Royalty Interest created out of a Working Interest subsequent to the execution of this Agreement by the owner of such Working Interest shall continue to be subject to such Working Interest burdens and obligations that are stated in this Agreement and the Unit Operating Agreement.
- 1.19 **Working Interest Owner** is the Party hereto who owns the Working Interest.

ARTICLE 2 EXHIBITS

- 2.1 **Exhibits.** The following exhibits, which are attached hereto, are incorporated herein by reference:
- 2.1.1 **"Exhibit A"** is a map that shows the boundary lines of the Unit Area and the Tracts therein.
- 2.1.2 **"Exhibits B and B-1"** are schedules that describe each Tract in the Unit Area and shows its Tract Participation by Working Interest and Royalty Interest.
- 2.2 **Reference to Exhibits.** When reference is made to an exhibit, it is to the exhibit as originally attached or, if revised, to the last revision.
- 2.3 **Exhibits Considered Correct.** "Exhibit A", "Exhibit B" and "Exhibit B-1" shall be considered to be correct until revised as herein provided.
- 2.4 **Correcting Errors.** The shapes and descriptions of the respective Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse Royalty Interest ownership on the Effective Date, should have been divided into more than one Tract, or that any mechanical miscalculation or clerical error has been made, Unit Operator shall correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any re-evaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the

Effective Date. Each such revision thereafter made shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Unit Operator and set forth in the revised exhibit.

- 2.5 **Filing Revised Exhibits.** If an exhibit is revised, Unit Operator shall execute an appropriate instrument stating the effective date for the revised exhibit with the revised exhibit attached stating the effective date for the revised exhibit and file the same with the Kansas Corporation Commission.

ARTICLE 3 CREATION AND EFFECT OF UNIT

- 3.1 **Oil and Gas Rights Unitized.** All Oil and Gas Rights of Royalty Owners in and to the lands described in "Exhibit B-1", and all Oil and Gas Rights of the Working Interest Owner 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 the Working Interest Owner, as lessee, and as if the lease contained all of the provisions of this Agreement.
- 3.2 **Personal Property Excepted.** All lease and well equipment, materials, and other facilities heretofore or hereafter placed by the Working Interest Owner on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by the Working Interest Owner.
- 3.3 **Amendment of Leases and Other Agreements.** The provisions of the various leases, agreements, division and transfer orders, or other instruments pertaining to 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 full force and effect. Royalty Owners agree that any default, forfeiture, or penalty provision in any such oil and gas lease or other contract shall be suspended and of no force or effect during the term of this Agreement.
- 3.4 **Continuation of Leases and Term Interests.** Production from any part of the Unitized Formations, 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 continue in effect each lease or mineral or royalty interest as to all lands and formations covered thereby just as if such operations were conducted on and as if a well were producing from each Tract.

- 3.5 **Titles Unaffected by Unitization.** Nothing herein shall be construed to result in the transfer of title to Oil and Gas Rights by any Party to any other Party or to Unit Operator.
- 3.6 **Unitized Operation Rights.** Royalty Owners hereby grant the Working Interest Owner the right to conduct unitized management, operation and further development of the Unitized Formations as economically feasible and reasonably necessary to prevent the waste of Unitized Substances in the Unitized Formations and thereby substantially increase the ultimate recovery of Unitized Substances therefrom, together with the right to drill, use, and maintain injection wells on 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.
- 3.7 **Development Obligation.** Nothing here in shall relieve the Working Interest Owner from any obligation to reasonably develop the lands and leases committed hereto, except as the same may conflict with the provisions hereof and Unit Operations which may be conducted hereunder.
- 3.8 **Cooperative Agreements.** Unit Operator may enter into cooperative agreements with respect to lands adjacent to the Unit Area for the purpose of coordinating operations.

ARTICLE 4 PLAN OF OPERATIONS

- 4.1 **Unit Operator.** E&B Natural Resources Management Corporation is hereby designated as the 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.
- 4.2 **Method of Operation.** To the end that the quantity of Unitized Substances ultimately recoverable may be increased and waste prevented, the Working Interest Owner shall, with diligence and in accordance with good engineering and production practices, engage in unitized management, operation and further development of the Unitized Formations to efficiently and economically increase the ultimate recovery of Unitized Substances.
- 4.3 **Change of Method of Operation.** Nothing herein shall prevent the Working Interest Owner from discontinuing or changing in whole or in part any method of operation which, in their opinion, is no longer appropriate or in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by the Working Interest Owner from time to time if determined by them to be feasible, necessary, or desirable to increase the

ultimate recovery of Unitized Substances, consistent with Kansas Statutes Annotated, Section 55-1304(a)(2).

ARTICLE 5 TRACT PARTICIPATIONS

- 5.1 **Tract Participations.** The Tract Participations of each Tract are shown on "Exhibit B" and "Exhibit B-1". The Tract Participations as shown in said Exhibits are accepted and approved by the approving Parties hereto as being fair and equitable. The Unitized Substances produced from the Unit Well drilled hereunder shall be allocated among the Parties according to the respective Tract Participations.
- 5.2 **Relative Tract Participations.** If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another.

ARTICLE 6 ALLOCATION OF UNITIZED SUBSTANCES

- 6.1 **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 Alternate Tract Unit Well shall be deemed for all purposes to have been produced from such Tract.
- 6.2 **Distribution Within Tracts.** The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the Parties entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this Agreement not been entered into, and with the same legal effect. If any Oil and Gas Rights in a Tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided 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 proportion to the surface acreage of their respective parts of the Tract.
- 6.3 **Taking Unitized Substances in Kind.** The Unitized Substances allocated to each Tract shall be delivered in kind to the respective Parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Such Parties 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(s) incurred by Unit Operator by reason of the delively in kind of any portion of Unitized Substances shall be borne by the owner of such portion of Unitized Substances.

- 6.4 **Failure to Take in Kind.** If any Party fails to take in kind or separately dispose of such Party's share of Unitized Substances, Unit Operator shall have the right, but not the obligation, for the time being and subject to revocation at will by the Party owning the share, to purchase or sell to others such share; however, all contracts of sale by Unit Operator of any other Party'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 (1) year. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the Parties entitled thereto.
- 6.5 **Responsibility for Royalty Settlements.** Unit Operator shall be responsible for the payment of all royalties, overriding royalties, production payments and all other payments chargeable against or payable out of the proceeds from the sale of Unitized Substances, and shall indemnify all Parties hereto against any liability for such payment.
- 6.6 **Royalty on Outside Substances.** Unit Operator does not anticipate the injection of Outside Substance, consisting of natural gases or otherwise, into the Unitized Formation. In any event, no payment shall be due or payable to Royalty Owners on substances produced from the Unitized Formation that are deemed to be Outside Substances.

ARTICLE 7 PRODUCTION AS OF THE EFFECTIVE DATE

- 7.1 **Unitized Substances.** Unit Operator shall pay royalty due hereunder on produced Unitized Substances after the Effective Date according to Tract Participation.
- 7.2 **Overproduction.** If, as of the Effective Date, any Tract is subject to a regulatory constraint on its gas allowable and is overproduced with respect to said allowable of the wells on that Tract, and if the amount of overproduction has been sold or otherwise disposed of, such overproduction shall be regarded as a part of the Unitized Substances produced after the Effective Date and shall be charged to such Tract as having been delivered to the Parties entitled to Unitized Substances allocated to such Tract.

ARTICLE 8
USE OR LOSS OF UNITIZED SUBSTANCES

- 8.1 **Use of Unitized Substances.** Unit Operator may use or consume Unitized Substances for Unit Operations, including but not limited to the injection thereof into the Unitized Formation.
- 8.2 **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 9
TITLES

- 9.1 **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.
- 9.2 **Production Where Title is in Dispute.** If the title or right of any Party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator shall either:
- (a) require that the Party to whom such Unitized Substances are delivered or to whom the proceeds thereof are paid furnish security for the proper accounting therefor to the rightful owner if the title or right of such Party fails in whole or in part; or
 - (b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise, whereupon the proceeds so impounded shall be paid to the Party rightfully entitled thereto.
- 9.3 **Payment of Taxes to Protect Title.** The owner of surface rights to lands within the Unit Area, or severed mineral interests or Royalty Interests in such lands, or lands outside the Unit Area on which Unit Equipment is located, is responsible for the payment of any ad valorem taxes on all such rights, interests, or property, unless such owner and Working Interest Owners otherwise agree. If any ad valorem taxes are not paid by or for such owner when due, Unit Operator may, at any time prior to tax sale or expiration of period of redemption after tax sale, pay the tax, redeem such rights, interests, or property, and discharge the tax lien.

Any such payment shall be an item of Unit Expense. Unit Operator shall, if possible, withhold from any proceeds derived from the sale of Unitized Substances otherwise due any delinquent taxpayer an amount sufficient to defray the cost of such payment or redemption, such withholding to be credited to the Unit Operator as the Working Interest Owner. Such withholding shall be without prejudice to any other remedy available to Unit Operator as the Working Interest Owner.

- 9.4 **Transfer of Title.** Any conveyance of all or any part of any interest owned by any Party hereto with respect to any Tract shall be made expressly subject to this Agreement. No change of title shall be binding upon Unit Operator, or upon any Party hereto other than the Party 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 10 EASEMENTS OR USE OF SURFACE

- 10.1 **Grant of Easements.** Unit Operator 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; however, nothing herein shall be construed as leasing or otherwise conveying to Unit Operator a campsite or a plant site for water injection, gas injection, or gas processing.
- 10.2 **Use of Water.** Unit Operator shall have and is hereby granted free use of non-potable water from the Unit Area for Unit Operations, except water from any well, lake, pond, or irrigation ditch of a Royalty Owner. Unit Operator may convert dry or abandoned wells in the Unit Area for use as water supply or disposal wells.
- 10.3 **Surface Damages.** Unit Operator shall pay the surface owner for damages to growing crops, timber, fences, improvements, and structures on the Unit Area that result from Unit Operations.

ARTICLE 11 CHANGES AND AMENDMENTS

- 11.1 **Changes and Amendments.** Any change of the Unit Area or any amendment to this Agreement or the Unit Operating Agreement shall be in accordance with Kansas Statutes Annotated, Section 55-1301, et seq., unless such change or amendment is approved in writing by all Royalty Owners.

ARTICLE 12 RELATIONSHIP OF PARTIES

- 12.1 **No Partnership.** The duties, obligations, and liabilities of the Parties hereto are intended to be several and not joint or collective. This Agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a

partnership duty, obligation, or liability with regard to anyone or more of the Parties hereto. Each Party hereto shall be individually responsible for its own obligations as herein provided.

- 12.2 **No Joint Refining or Marketing.** This Agreement is not intended to provide , and shall not be construed to provide, directly or indirectly, for any joint refining or marketing of Unitized Substances.
- 12.3 **Royalty Owners Free of Unit Expense.** This Agreement shall not be construed to impose upon any Royalty Owner any obligation to pay Unit Expense unless such Royalty Owner is otherwise so obligated.

ARTICLE 13 LAWS AND REGULATIONS

- 13.1 **Laws and Regulations.** This Agreement shall be subject to all applicable federal, state, and municipal laws, rules, regulations, and orders.
- 13.2 **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 in which the Unit Area is located.

ARTICLE 14 FORCE MAJEURE

- 14.1 **Force Majeure.** If any Party is rendered unable, wholly or in part, by reason of force majeure to carry out its obligations under this Agreement, other than the obligation to make money payments that Party shall give to all other Parties prompt written notice of the force majeure with reasonably full particulars concerning the force majeure. Thereupon, the obligations of the Party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected Party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable, but neither this Agreement nor any lease or other instrument subject hereto shall be terminated by reason of the suspension of Unit Operations due to the occurrence of any event(s) of force majeure. The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the Party contrary to its wishes, and the manner in which all such difficulties shall be handled shall be entirely within the discretion of the Party concerned. The term "force majeure," as here employed, shall mean any act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockage , public riot, lightning, fire, storm, flood, explosion, governmental laws, rules, regulations, orders, action, delay, restraint or inaction, unavailability of equipment, or inability to secure materials, or any other cause, whether of the kind

specifically enumerated above or otherwise, which is not reasonably within the control of the Party claiming suspension.

ARTICLE 15

EFFECTIVE DATE

- 15.1 **Effective Date.** This Agreement shall become effective the first day of the following month after the date the Kansas Corporation Commission issues its Order approving this Unit Agreement for the subject Unit; provided, however, in the event that this Agreement has been approved in writing by all Royalty Owners, all provisions of this Agreement pertaining to Regulatory approval shall be considered deleted.
- 15.2 **Ipso Facto Termination.** If this Unit is not made effective within six (6) months after the date of issuance of the Order of the Kansas Corporation Commission approving same, because prior thereto Working Interest Owners owning a combined Unit Participation of at least seventy-five percent (75%) have not become Parties to this Agreement, this Agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect. If the Unit Operator seeks from the Commission for good cause an extension of the termination date for a period not to exceed two (2) months, and the termination date is so extended, but 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 B" and "Exhibit B-1."
- 15.3 **Certificate of Effectiveness.** Upon this Unit going into effect, the Unit Operator shall promptly file with the Kansas Corporation Commission a certificate stating the Effective Date.

ARTICLE 16

TERM

- 16.1 **Term.** The term of this Agreement, unless sooner terminated in the manner hereinafter provided, shall be for and during the time that Unitized Substances are produced in paying quantities without a cessation of more than ninety (90) consecutive days, or so long as other Unit Operations are conducted without a cessation of more than ninety (90) consecutive days.
- 16.2 **Termination by Unit Operator.** This Agreement may be terminated by the Unit Operator as the Working Interest Owner with Unit Participation of one hundred percent (100%) whenever the Unit Operator determines that Unit Operations are no longer profitable or feasible.

- 16.3 **Effect of Termination.** Upon termination of this Agreement, the further development and operation of the Unitized Formation as a unit shall be abandoned, and Unit Operations shall cease. Each oil and gas lease and other agreement covering lands within the Unit Area shall remain in force for sixty (60) days after the date on which this Agreement terminates, and for such further period as is provided by the lease or other agreement.
- 16.4 **Salvaging Equipment Upon Termination.** If not otherwise granted by the leases or other instruments affecting the separate Tracts, Unit Operator shall have a period of six (6) months after the date of termination of this Agreement within which to salvage and remove Unit Equipment.
- 16.5 **Certificate of Termination.** Upon termination of this Agreement, Unit Operator shall submit to the Kansas Corporation Commission a certificate stating that this Agreement has terminated, stating its termination date.

ARTICLE 17 EXECUTION

- 17.1 **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 and shall constitute approval of the entire Plan composed of this Agreement and the Unit Operating Agreement.
- 17.2 **Joinder in Dual Capacity.** Execution as herein provided by any Party as either the Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by such Party.

ARTICLE 18 DETERMINATIONS BY WORKING INTEREST OWNERS

- 18.1 **Determinations by Unit Operator.** All decisions, determinations, or approvals by Unit Operator shall be made pursuant to this Agreement and consistent with the Unit Operating Agreement, as may be applicable, unless otherwise provided herein.

ARTICLE 19 GENERAL

- 19.1 **Amendments Affecting Unit Operator.** Amendments hereto relating wholly to Unit Operator may be made at Unit Operator's sole discretion with a vote of Royalty Owners unless otherwise provided herein.

- 19.2 **Action by Royalty Owners.** Except as otherwise provided in this Agreement, any action or approval required by Royalty Owners hereunder shall be in accordance with the provisions of this Agreement and the Unit Operating Agreement, as may be applicable.
- 19.3 **Lien and Security Interest of Unit Operator.** Whereas Unit Operator is the sole Working Interest Owner, Unit Operator shall have a lien upon and a security interest in the interests of the Royalty Owners in the Unit Area only to any extent provided by law.
- 19.4 **Headings for Convenience.** Except for the headings contained in Article I, the headings and table of contents used in this Agreement are inserted for convenience only and shall be disregarded in construing this Agreement.
- 19.5 **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 20

SUCCESSORS AND ASSIGNS

- 20.1 **Successors and Assigns.** This Agreement shall extend to, be binding upon, and inure to the benefit of the Parties hereto 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 Parties hereto have executed this Agreement on the date opposite their respective signatures.

Working Interest Owner and Royalty Owner

E&B Natural Resources Management Corporation

By: _____

Name: _____

Date Signed: _____



Paul England

12/1/2017

Mineral Interest Owners and Royalty Owners

By: William E. Eaves Jean Eaves JT

Name: William E. Eaves Jean Eaves JT
(Please Print)

Date Signed: 12-14-17

Mineral Interest Owners and Royalty Owners

By: Rebecca Erickson

Name: Rebecca Erickson
(Please Print)

Date Signed: 9 Dec. 17

Mineral Interest Owners and Royalty Owners

By: Marsha Thompson

Name: MARSHA THOMPSON
(Please Print)

Date Signed: Dec 10, 2017

Mineral Interest Owners and Royalty Owners

By: John T. Marshall

Name: JOHN T. MARSHALL
(Please Print)

Date Signed: December 23, 2017

Mineral Interest Owners and Royalty Owners

By: Ann M Lorey

Name: Ann M Lorey
(Please Print)

Date Signed: 1-4-18

Mineral Interest Owners and Royalty Owners

By: Susan Marshall

Name: Susan Marshall
(Please Print)

Date Signed: 1-8-18

Mineral Interest Owners and Royalty Owners

By: Daniel B. Marshall III

Name: DANIEL B. MARSHALL III
(Please Print)

Date Signed: 1-10-18

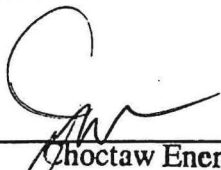
Mineral Interest Owners and Royalty Owners

By: Sue Ellen Wiebe

Name: Sue Ellen Wiebe
(Please Print)

Date Signed: Dec 6 2017

Mineral Interest Owners and Royalty Owners

By:  Choctaw Energy Limited Partnership

Name: By: Pabanos, L.L.C.

(Please Print) Its general partner

By: Jack T. Williams III, Manager

Date Signed: 12-6-2017

Mineral Interest Owners and Royalty Owners

Rock Chalk Royalties, Ltd.

By: Rock Chalk Royalties GP, L.L.C.

By: _____
Its general partner

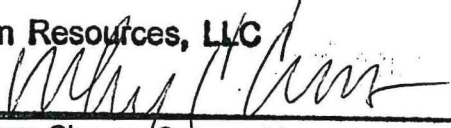
Name: _____
(Please Print) By: 

John C. Carnes, President

Date Signed: 12/6/17

Mineral Interest Owners and Royalty Owners

Texakan Resources, LLC

By: By: 
William Chance Carnes, Managing Member

Name: _____
(Please Print)

Date Signed: 12-5-17

Mineral Interest Owners and Royalty Owners

By: P. Wiebe Jr

Name: Peter Wiebe Jr
(Please Print)

Date Signed: P. Wiebe Jr 1/5/18

Mineral Interest Owners and Royalty Owners

By: *J M Cogswell*

Name: *John M Cogswell*
(Please Print)

Date Signed: *12/4/17*

Mineral Interest Owners and Royalty Owners

By: Martha C Auld

Name: Martha C Auld
(Please Print)

Date Signed: 12/5/2017

Mineral Interest Owners and Royalty Owners

By: Carolyn S. Mason

Name: Carolyn Mason
(Please Print)

Date Signed: 12/4/2017

Mineral Interest Owners and Royalty Owners

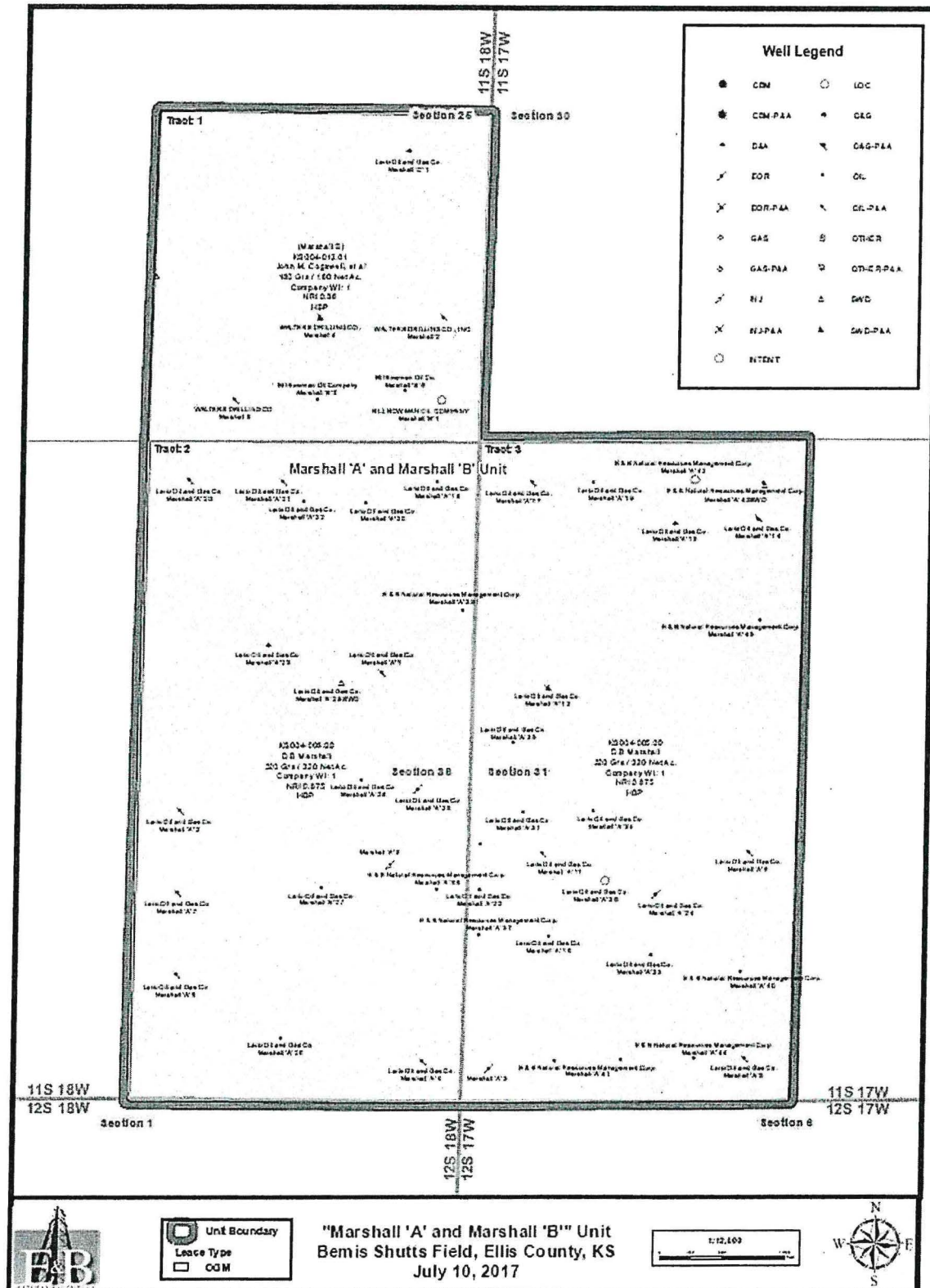
By: Elit Mason

Name: Elit Mason
(Please Print)

Date Signed: 12-5-2017

EXHIBIT "A"

TO MARSHALL "A" AND MARSHALL "B" UNIT AGREEMENT MAP/PLAT OF UNIT AREA



"EXHIBIT B"

TO MARSHALL "A" AND MARSHALL "B" UNIT AGREEMENT
TRACTS AND TRACT PARTICIPATION WORKING INTEREST

Tract No.	Tract Operator	Description	Acres	Tract Participation Percentages
1.	E&B Natural Resources Management Corp.	SE/4 OF SECTION 25, T11S, R18W	160	5.0%
2.	E&B Natural Resources Management Corp.	E/2 OF SECTION 36, T11S, R18W	320	47.5%
3.	E&B Natural Resources Management Corp.	W/2 OF SECTION 31, T11S, R17W	320	47.5%
		Total	800	100.00%

"EXHIBIT B-1"

TO MARSHALL "A" AND MARSHALL "B" UNIT AGREEMENT

ROYALTY INTEREST PARTICIPATION

NOTE: The royalty interests listed on Exhibit B-1 include all royalty interests in the three sections contributing acreage to the Marshall "A" and Marshall "B" Unit, since existing lease agreements require royalties to be paid by proportionate allocation to all royalty interests in said sections according to respective royalty interest in the Unit and thus said interests have been given the right to consent to the formation of the Unit, and further, have been given notice of filing and hearing on this Application to form said Unit pursuant to K.S.A. 55-1301, et seq.

[illegible]

Ann Lorey	8319 Mars Drive Buena Park, CA 90620	RI	0.00520833 × 0.475 = 0.00247396	0.00520833 × 0.475 = 0.00247396	0.00520835 × 0.05 = 0.00026041	0.00520833	4.167%	1/4/ 2018		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Susan Marshall	PO Box 389 Lincoln, KS 67455	RI	0.00520833 × 0.475 = 0.00247396	0.00520833 × 0.475 = 0.00247396	0.00520835 × 0.05 = 0.00026042	0.00520833	4.167%	1/8/ 2018		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Daniel B. Marshall, III	310 N 3 rd Sterling, KS 67579	RI	0.00520832 × 0.475 = 0.00247395	0.00520832 × 0.475 = 0.00247395	0.00520835 × 0.05 = 0.00026042	0.00520832	4.167%	1/10 / 2018		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Sue Ellen Wiebe Rev Living Trust Sue Ellen Wiebe, Trustee	15800 SW Stratford Loop Tigard, OR 97224	RI	0.00520835 × 0.475 = 0.00247397	0.00520835 × 0.475 = 0.00247397	0.00520830 × 0.05 = 0.00026042	0.00520835	4.167%	12/6/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Choctaw Energy Ltd. Partnership C/O Jack T Williams Mgr	PO Box 6387 San Antonio, TX 78209	RI	0.00247397 × 0.475 = 0.00117514	0.00247397 × 0.475 = 0.00117514	0.00247394 × 0.05 = 0.00012370	0.00247398	1.979%	12/6/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Rock Chalk Royalties LTD	6505 E Central Ave #237 Wichita, KS 67206	RI	0.00104167 × 0.475 = 0.00049479	0.00104167 × 0.475 = 0.00049479	0.00104166 × 0.05 = 0.00005208	0.00104167	0.833%	12/5/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Texakan Resources LLC C/O W Chance Carnes Mgr	6505 E Central Ave #237 Wichita, KS 67206	RI	0.00169271 × 0.475 = 0.00080404	0.00169271 × 0.475 = 0.00080404	0.00169270 × 0.05 = 0.00008464	0.00169271	1.354%	12/5/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Rachel Wiebe Allen	31860 Allen Ranch Rd. Crawford, CO 81415	RI	0.01041660 × 0.475 = 0.00494789	0.01041660 × 0.475 = 0.00494789	0.01041674 × 0.05 = 0.00052084	0.01041661	8.333%			Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Peter Wiebe Jr	6784 E. Cedar Ave. Apt. #212 Denver, CO 80224	RI	0.01041660 × 0.475 = 0.00494789	0.01041660 × 0.475 = 0.00494789	0.01041674 × 0.05 = 0.00052084	0.01041661	8.333%	1/5/ 2018		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY

John M. Cogswell	PO Box 1430 Buena Vista, CO 81211	RI	0.00390628 × 0.475 = 0.00185548	0.00390628 × 0.475 = 0.00185548	0.00390630 × 0.05 = 0.00019532	0.00390628	3.125%	12/4/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Auld 2016 Living Trust Bruce C. Auld and Martha C. Auld, Trustees	7 Palmer Court Tiburon, CA 94920	RI	0.00911447 × 0.475 = 0.00432937	0.00911447 × 0.475 = 0.00432937	0.00911474 × 0.05 = 0.00045574	0.00911448	7.292%	12/5/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Weinhold Rev Trust DTD 1/8/14 Mariana C Weinhold and Frank A Weinhold, Trustees	1235 Wellesley Rd. Madison, WI 53705	RI	0.00911467 × 0.475 = 0.00432947	0.00911467 × 0.475 = 0.00432947	0.00911474 × 0.05 = 0.00045574	0.00911467	7.292%			Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Carolyn S. Mason	3303 Berkeley Ave.	RI	0.00455734 × 0.475 = 0.00216474	0.00455734 × 0.475 = 0.00216474	0.00455737 × 0.05 = 0.00022787	0.00455734	3.646%	12/4/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
	Los Angeles, CA 90026											
Eliot Cogswell Mason	3816 NE Multnomah St. Portland, OR 97232	RI	0.00455734 × 0.475 = 0.00216474	0.00455734 × 0.475 = 0.00216474	0.00455737 × 0.05 = 0.00022787	0.00455734	3.646%	12/5/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Royalty Burden Totals:			0.12500000	0.12500000	0.15500000	0.12650000	100.00%					

EXHIBIT B

**UNIT OPERATING AGREEMENT FOR THE
MARSHALL "A" AND MARSHALL "B" UNIT**

Dated Effective August 1, 2017

Described as:

**SE/4 of SECTION 25, T11S, R18W, E/2 of Section 36, T11S, R18W, and W/2 of
Section 31, T11S, R17W, Ellis County, Kansas**

**Limited to the Lansing "B", Lansing "I", Lansing "F" and Lansing "G"
Formations, which are all located in the Bemis-Shutts Oil Field**

Note: Whereas Unit Operator, E&B Natural Resources Management Corporation, is the sole working interest owner in said Marshall "A" and Marshall "B" Unit, this Operating Agreement is incorporated by reference and made a part of the plan of unit operations to the extent it demonstrates prudent methods of operating and affects the interests of the royalty owners in the Unit Area.

EXHIBIT C

TO MARSHALL "A" AND MARSHALL "B" UNIT AGREEMENT
ROYALTY INTEREST PARTICIPATION

NOTE: The royalty interests listed on Exhibit B-1 include all royalty interests in the three sections contributing acreage to the Marshall “A” and Marshall “B” Unit, since existing lease agreements require royalties to be paid by proportionate allocation to all royalty interests in said sections according to respective royalty interest in the Unit and thus said interests have been given the right to consent to the formation of the Unit, and further, have been given notice of filing and hearing on this Application to form said Unit pursuant to K.S.A. 55-1301, et seq.

[illegible]

Ann Lorey	8319 Mars Drive Buena Park, CA 90620	RI	0.00520833 × 0.475 = 0.00247396	0.00520833 × 0.475 = 0.00247396	0.00520835 × 0.05 = 0.00026041	0.00520833	4.167%	1/4/ 2018		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Susan Marshall	PO Box 389 Lincoln, KS 67455	RI	0.00520833 × 0.475 = 0.00247396	0.00520833 × 0.475 = 0.00247396	0.00520835 × 0.05 = 0.00026042	0.00520833	4.167%	1/8/ 2018		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Daniel B. Marshall, III	310 N 3 rd Sterling, KS 67579	RI	0.00520832 × 0.475 = 0.00247395	0.00520832 × 0.475 = 0.00247395	0.00520835 × 0.05 = 0.00026042	0.00520832	4.167%	1/10 / 2018		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Sue Ellen Wiebe Rev Living Trust Sue Ellen Wiebe, Trustee	15800 SW Stratford Loop Tigard, OR 97224	RI	0.00520835 × 0.475 = 0.00247397	0.00520835 × 0.475 = 0.00247397	0.00520830 × 0.05 = 0.00026042	0.00520835	4.167%	12/6/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Choctaw Energy Ltd. Partnership C/O Jack T Williams Mgr	PO Box 6387 San Antonio, TX 78209	RI	0.00247397 × 0.475 = 0.00117514	0.00247397 × 0.475 = 0.00117514	0.00247394 × 0.05 = 0.00012370	0.00247398	1.979%	12/6/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
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Texakan Resources LLC C/O W Chance Carnes Mgr	6505 E Central Ave #237 Wichita, KS 67206	RI	0.00169271 × 0.475 = 0.00080404	0.00169271 × 0.475 = 0.00080404	0.00169270 × 0.05 = 0.00008464	0.00169271	1.354%	12/5/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Rachel Wiebe Allen	31860 Allen Ranch Rd. Crawford, CO 81415	RI	0.01041660 × 0.475 = 0.00494789	0.01041660 × 0.475 = 0.00494789	0.01041674 × 0.05 = 0.00052084	0.01041661	8.333%			Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Peter Wiebe Jr	6784 E. Cedar Ave. Apt. #212 Denver, CO 80224	RI	0.01041660 × 0.475 = 0.00494789	0.01041660 × 0.475 = 0.00494789	0.01041674 × 0.05 = 0.00052084	0.01041661	8.333%	1/5/ 2018		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY

John M. Cogswell	PO Box 1430 Buena Vista, CO 81211	RI	0.00390628 × 0.475 = 0.00185548	0.00390628 × 0.475 = 0.00185548	0.00390630 × 0.05 = 0.00019532	0.00390628	3.125%	12/4/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Auld 2016 Living Trust Bruce C. Auld and Martha C. Auld, Trustees	7 Palmer Court Tiburon, CA 94920	RI	0.00911447 × 0.475 = 0.00432937	0.00911447 × 0.475 = 0.00432937	0.00911474 × 0.05 = 0.00045574	0.00911448	7.292%	12/5/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Weinhold Rev Trust DTD 1/8/14 Mariana C Weinhold and Frank A Weinhold, Trustees	1235 Wellesley Rd. Madison, WI 53705	RI	0.00911467 × 0.475 = 0.00432947	0.00911467 × 0.475 = 0.00432947	0.00911474 × 0.05 = 0.00045574	0.00911467	7.292%			Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Carolyn S. Mason	3303 Berkeley Ave.	RI	0.00455734 × 0.475 = 0.00216474	0.00455734 × 0.475 = 0.00216474	0.00455737 × 0.05 = 0.00022787	0.00455734	3.646%	12/4/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
	Los Angeles, CA 90026											
Eliot Cogswell Mason	3816 NE Multnomah St. Portland, OR 97232	RI	0.00455734 × 0.475 = 0.00216474	0.00455734 × 0.475 = 0.00216474	0.00455737 × 0.05 = 0.00022787	0.00455734	3.646%	12/5/ 2017		Ellis, KS	Sec. 31, T11S, R17W; Sec. 25 & 36, T11S, R18W	PAY
Royalty Burden Totals:			0.12500000	0.12500000	0.15500000	0.12650000	100.00% with 84.375% approval					

EXHIBIT D

E&B Natural Resources Management Corp.
1600 Norris Road
Bakersfield, CA 93308

William E. Eaves and Jean Eaves JT
400 S Washington
Plainville, KS 67663

Rebecca Erickson Trust U/T/D 2/9/01
Rebecca Erickson, Trustee
PO Box 496
Ashland, MO 65010

Marsha Thompson Trust U/T/D 4/16/01
Marsha Thompson, Trustee
76 Pearl St.
Noank, CT 06340

John T. Marshall
PO Box 167
Lindsborg, KS 67456

Ann Lorey
8319 Mars Drive
Buena Park, CA 90620

Susan Marshall
PO Box 389
Lincoln, KS 67455

Daniel B. Marshall, III
310 N. 3rd Street
Sterling, KS 67579

Sue Ellen Wiebe Rev Living Trust
Sue Ellen Wiebe, Trustee
15800 SW Stratford Loop
Tigard, OR 97224

Choctaw Energy Ltd. Partnership
C/O Jack T Williams Mgr
PO Box 6387
San Antonio, TX 78209

Rock Chalk Royalties LTD
6505 E. Central Ave #237
Wichita, KS 67206

Texakan Resources LLC
C/O W Chance Carnes Mgr
6505 E Central Ave #237
Wichita, KS 67206

Rachel Wiebe Allen
31860 Allen Ranch Rd.
Crawford, CO 81415

Peter Wiebe Jr
6784 E. Cedar Ave., Apt. #212
Denver, CO 80224

John M. Cogswell
PO Box 1430
Buena Vista, CO 81211

Auld 2016 Living Trust
Bruce C. Auld and Martha C. Auld, Trustees
7 Palmer Court
Tiburon, CA 94920

Weinhold Rev Trust DTD 1/8/14
Mariana C Weinhold and Frank A Weinhold, Trustees
1235 Wellesley Rd.
Madison, WI 53705

Carolyn S. Mason
3303 Berkeley Ave.
Los Angeles, CA 90026

Eliot Cogswell Mason
3816 NE Multnomah St.
Portland, OR 97232

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

IN THE MATTER OF THE APPLICATION)	
OF E&B NATURAL RESOURCES)	DOCKET NO. 18-CONS-____-CUNI
MANAGEMENT CORPORATION FOR AN)	
ORDER PROVIDING FOR THE)	OPERATOR NO. 34405
UNITIZATION AND UNIT OPERATION OF)	CONSERVATION DIVISION
A PART OF THE BEMIS-SHUTTS OIL AND)	
GAS FIELD AS THE MARSHALL "A")	
MARSHALL "B" UNIT IN ELLIS COUNTY,)	
KANSAS.)	

NOTICE OF PENDING APPLICATION

THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS TO:

ALL OIL AND GAS PRODUCERS AND OIL AND GAS PURCHASERS, ROYALTY
OWNERS, LAND OWNERS, AND ALL PERSONS WHOMSOEVER CONCERNED:

YOU, and each of you, are hereby notified that E&B Natural Resources Management Corporation has filed an Application with the State Corporation Commission of the State of Kansas requesting an Order providing for the Unitization and Unit Operation of the Marshall "A" and Marshall "B" Unit pursuant to K.S.A. 55-1301, et seq. The unit area subject to the requested Order is as follows:

SE/4 Section 25, Township 11 South, Range 18 West
E/2 Section 36, Township 11 South, Range 18 West
W/2 Section 31, Township 11 South, Range 17 West
All in Ellis County, Kansas.

YOU are further notified that unless written protest or request for hearing is received by the State Corporation Commission within 15 days after publication of this Notice, the Application in this matter will be granted pursuant to K.S.A. 77-537 after said 15-day period. Any such protest or request for hearing should be mailed to the State Corporation Commission of the State of Kansas, Conservation Division, 266 North Main, Suite 220, Wichita, Kansas 67202 and to the Applicant at the address below.

All parties in anywise interested or concerned shall take notice of the foregoing and govern themselves accordingly.

E&B NATURAL RESOURCES
MANAGEMENT CORPORATION
By: Stanford J. Smith, Jr.
MARTIN, PRINGLE OLIVER, WALLACE
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