

**UNIT AGREEMENT  
PLAN OF UNITIZATION  
FEIERTAG UNIT  
SCOTT COUNTY, KANSAS**

THIS AGREEMENT is entered into as of the date set opposite the names of the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to become a party hereto.

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of Unitized Substances from the Millrich Southeast Field, situated in Scott County, Kansas, and to protect the rights of the owners of the 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 Formation in order to conduct Unit Operations as herein provided.

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:

1.1 **Unit Area** is the land described by those Tracts in Exhibit "A" Part 1 and further depicted in Exhibit "B" Part 1 as to which this Agreement becomes effective, or to which it may be extended as herein provided.

1.2 **Unitized Formation** is the subsurface portion of the Unit Area described as the stratigraphic equivalent of the Shawnee, Lansing Kansas City, Marmaton, Cherokee, Morrow, Basal Penn, and Mississippi (ending at the base of the St. Louis "B" formation) , as the same is encountered between 3,570 feet and 4,700 feet, inclusive, below the surface (KB) in the Feiertag "A" #2-15 well located in the SE NW of Section 15, Township 19 South, Range 33 West (Sec. 015-T19 S-R33W) Scott County, Kansas.

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

1.4 **Working Interest** is an interest in Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, including a carried interest, the owner of which interest is obligated to pay, either in cash, out of production or otherwise, a portion of the Unit Expense; however, oil and Gas Rights that are free of lease or other instrument creating a Working Interest shall be regarded as a Working Interest to the extent of **seven-eighths (7/8ths)** thereof and 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.

1.5 **Royalty Interest** is a right to or interest in any portion of the Unitized Substances or proceeds thereof other than a Working Interest.

1.6 **Royalty Owner** is a Person who owns a Royalty Interest.

1.7 **Working Interest Owner** is a Person owning a Working Interest.

1.8 **Tract** is the land described as such and given a Tract number in Exhibit "A".

1.9 **Unit Operating Agreement** is the Agreement entered into by Working Interest Owners, having the same Effective Date as this Agreement, entitled "Unit Operating Agreement (Operating Plan), Feiertag Unit, Scott County, Kansas".

1.10 **Unit Operator** is the Working Interest Owner or its agent designated by Working Interest Owners under the Unit Operating Agreement to conduct Unit Operations, acting as operator and not, as a Working Interest Owner.

1.11 **Tract Participation** is the percentage shown on Exhibit "A", Part 3 for allocating Unitized Substances to a Tract

1.12 **Unit Working Interest** 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 that qualifies for inclusion within the Unit Area by the Tract Participation of such Tract.

1.13 **Outside Substances** are substances purchased or otherwise obtained for a consideration by Working Interest Owners and injected into the Unitized Formation.

1.14 **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.

1.15 **Unit Operations** are all operations conducted pursuant to this Agreement and Unit Operating Agreement.

1.16 **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.

1.17 **Unit Expense** is all cost, expense, expenditure or indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this Agreement and the Unit Operating Agreement for or on account of Unit Operations.

1.18 **Effective Date** is the time and date this Agreement becomes effective as provided in Section 16.1.

1.19 **Person** 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.

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

Part 1 - Description of Tracts and Leases

Part 2 - Ownership of Tracts

Part 3 - Tract Participation

Part 4 -- Unit Interests

2.1.2 **Exhibit "B", Part 1** is a map that shows the boundary lines of the Unit Area and the Tracts therein.

2.1.3 **Exhibit "B", Part 2** is a schedule showing the well renumbering for the wells in the Unit Area.

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.** Exhibits "A" and "B" shall be considered to be correct until revised as herein provided.

2.4 **Correction of 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 or working 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, with the approval of the Working Interest owners, 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 any 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 as of 7:00 A.M. Central Standard Time, on the first day of the calendar month next following the filing of record of the revised Exhibit or on such other date as may be determined by the Working Interest Owners and set forth in the revised Exhibit.

2.5 **Filing Revised Exhibits.** If an Exhibit is revised, Unit Operator shall execute an



appropriate instrument with the revised Exhibit attached and file the same for record in the county or counties in which notice of this Agreement is filed.

### ARTICLE 3 CREATION AND EFFECT OF UNIT

3.1 **Leases Ratified; Oil and Gas Rights Unitized.** Each Royalty Owner, by execution hereof, does hereby ratify, adopt and confirm the oil and gas lease(s) described in Exhibit "A", Part I hereof, insofar as said lease (s) cover(s) lands in which said Royalty Owner owns a mineral interest, in all of its (their) terms and provisions, and does hereby agree and declare that said oil and gas lease(s) are binding upon them and are a valid and subsisting lease(s), as of the Effective Date hereof.

In addition, all Oil and Gas Rights of Royalty Owners in and to the lands described in Exhibit "A", and all oil and Gas Rights of the Working Interest Owners in and to said lands, are hereby unitized insofar as the respective Oil and Gas Rights pertain to the Unitized Formation, so that Unit Operations may be conducted with respect to the Unitized Formation 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 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 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, subject however to the rights and interests therein, as among Working Interest Owners, as are set forth in the Unit Operating Agreement.

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 hereby amended to the extent necessary to make them conform to the provisions of this Agreement, but otherwise shall remain in effect.

3.4 **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 continue in effect each lease or term 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 hereto to any other party or to Unit Operator.

3.6 **Injection Rights.** Royalty Owners hereby grant Working Interest Owners the right to inject into the Unitized Formation any substances, including, but not limited to water, natural gas, liquefied petroleum gas, and/or carbon dioxide, in whatever amounts Working Interest Owners deem expedient for Unit Operations, together with the right to drill, use, and maintain injection wells on the Unit Area, and to use for injection purposes any non-producing or abandoned wells or dry holes, and any producing wells completed in the Unitized Formation.

3.7 **Disposal Rights.** Royalty Owners hereby grant Working Interest Owners the right to dispose of excess salt water produced from the Unitized Formation, together with the right to drill, use and maintain salt water disposal wells on the Unit Area, and to use for such disposal purposes any non-producing or abandoned wells, dry holes, or well drilled for salt water disposal purposes. Such salt water may disposed of into any formation or formations allowed by the Kansas Corporation Commission.

3.8 **Border Agreements.** Unit Operator, upon approval of the Working Interest Owners, subject to the provisions of the Unit Operating Agreement, as a prudent means in the interest of conservation and to increase the ultimate recovery of Unitized Substances, may execute an agreement or agreements with the working interest owners in lands outside the Unit Area for cooperative development, operation, fluid or gas injection or similar programs. Any such Agreement shall be subject to approval by the Working Interest Owners and shall in no way affect or alter percentages or participation established hereunder as to the Persons hereto, nor shall the same provide for the sharing or allocation of production as between the Unit Area, as herein defined, and any outside lands.



## ARTICLE 4 PLAN OF OPERATIONS

4.1 **Unit Operator.** Working Interest Owners are concurrently herewith entering into the Unit Operating Agreement, designating Lario Oil & Gas Company 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, Working Interest Owners shall, with diligence, and in accordance with good engineering and production practices, engage in secondary recovery operations by injecting water, gas or other fluids or substances, or combinations thereof, deemed necessary or desirable to attempt to increase ultimate recovery of Unitized Substances.

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

## ARTICLE 5 TRACT PARTICIPATION AND ALLOCATION OF PRODUCTION

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

**[Cumulative Oil Production \* 0.45] + [Remaining Primary Reserves \* 0.40] + [Tract Acreage \* 0.025] + [Total Net Pay Phi-Volume \* 0.10] + [Active Wellbores \* 0.025]**

5.2 **Relative Tract Participation.** If the Unit Area is enlarged or reduced the revised Tract Participation 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 to one 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 Participation. 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.

6.2 **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 are, or hereafter become, divided and owned in severalty as to different parts of the Tract, the owners of the divided interest, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in the proportion that the acreage owned by each separate Owner bears to the total acreage included in the Tract so divided. Any royalty or other payment which depends upon per well production or pipeline runs from a well or wells on a Tract shall, after the Effective Date, be determined by dividing the Unitized Substances allocated to the Tract by the number of wells on the Tract capable of producing Unitized Substances on the Effective Date; however, if any Tract has no well thereon capable of producing Unitized Substances on the Effective Date, the Tract shall, for the purpose of this determination, be deemed to have one such well thereon.

6.3 **Taking Unitized Substances in Kind.** The Unitized Substances allocated to each Tract may be delivered in kind to the respective parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Such parties who elect



to take in kind shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for the purpose, provided such facilities are so constructed, maintained, and operated as not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the owner of such portion. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so, the Working Interest Owner or Owners whose Working Interest(s) is (are) subject to such Royalty Interest shall be entitled to take in kind their proportionate part of such share of Unitized Substances.

6.4 **Failure to Take in Kind.** If any Person fails to take in kind or separately dispose of such Person's share of Unitized Substances, Unit Operator shall have the option, but not the obligation, subject to revocation at will by the Person owning the share, to purchase or sell to others such share of Unitized Substances; however, all contracts for 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.

6.5 **Responsibility for Royalty Settlements.** Any person receiving in kind or separately disposing of all or part of the Unitized Substances allocated to any Tract shall be responsible for the payment of all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such Unitized Substances, and shall indemnify all Persons, including Unit Operator, against any liability for such payment.

6.6 **Royalty on Outside Substances.** If any Outside Substance consisting of natural gases is injected into the Unitized Formation, one hundred percent (100%) of any like substance contained in Unitized Substances subsequently produced and sold, or used for other than Unit Operations, shall be deemed to be a part of the Outside Substance so injected until the total volume deemed to be such Outside Substance equals the total volume of such Outside Substance so injected. If any Outside Substance which prior to injection is liquefied petroleum gas or other liquid hydrocarbons is injected into the Unitized Formation, fifty percent (50%) of all Unitized Substances produced and sold after the time the injection of such outside Substance was commenced shall be deemed to be a part of the Outside Substances so injected until the total value of the production deemed to be such Outside Substance equals the total cost of the Outside Substance so injected. Such fifty percent (50%) of the Unitized Substances deemed to be Outside Substances will be in addition to that which is being recovered for natural gases as hereinabove provided, if both liquefied petroleum gas or other liquid hydrocarbons and natural gases are injected. 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 **Oil and 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 Formation that are in lease tanks as of 7:00 A.M. Central Standard Time on the Effective Date. Oil and other liquid hydrocarbons in treating vessels, separation equipment, and tanks below pipeline connections shall not be considered to be merchantable. Any merchantable oil or other liquid hydrocarbons that are a part of, or attributable to, the wells from which they were produced shall remain the property of the parties entitled thereto as if this Agreement had not been entered into. Any such merchantable oil or other liquid hydrocarbons not promptly removed may be sold by Unit Operator for the account of the Working Interest Owners entitled thereto who shall pay or cause to be paid all royalty due thereon under the provisions of applicable lease(s) or other contract(s).

## ARTICLE 8 USE OR LOSS OF UNITIZED SUBSTANCES

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

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

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

(a) require that the Person to whom such Unitized Substances are delivered or to whom the proceeds thereof are paid furnish security for the proper accounting therefore to the rightful owner if the title or right of such Person 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 un-appealable judgment of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, whereupon the proceeds so impounded shall be paid to the Person rightfully entitled thereto.

9.5 **Payment of Taxes to Protect Title.** The owner of surface rights to lands within the Unit Area, and/or severed mineral interests or Royalty Interests in such lands, and/or in the lands outside the Unit Area on which Unit Equipment may be located, is responsible for the payment of any ad valorem taxes on all such surface, mineral and royalty rights and interests. If any ad valorem taxes are not paid by or for such owner when due, Unit Operator may pay the tax and discharge any 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, such withholding to be credited to Working Interest Owners. Such withholding shall be without prejudice to any other remedy available to Unit Operator or Working Interest Owners.

## ARTICLE 10 EASEMENTS OR USE OF SURFACE

10.1 **Grant of Easements.** The Working Interest Owners shall have the right to use as much of the surface of the land within the Unit Area (including but not limited to, the right to lay, maintain, alter, repair, inspect, operate and remove any and all existing and future pipelines) as may be reasonably necessary for Unit Operations and the production and removal of Unitized Substances from the Unit Area.

10.2 **Use of Water.** Working Interest Owners shall have and are hereby granted free use of water from the Unit Area for Unit Operations from wells heretofore or hereafter drilled, or otherwise owned, by the Working Interest Owners. Working Interest Owners shall not have the right to use water from any well, lake, pond, or irrigation ditch owned by a Royalty Owner. Working Interest Owners shall also have the right to bring water from sources outside the Unit Area onto the premises for Unit Operations. Such off premises water will be used for injection purposes only and will be injected only into Unit Area injection wells.

10.3 **Surface Damages.** Working Interest Owners shall pay the Person entitled thereto for damages to growing crops, timber, fences, improvements, and structures on the Unit Area that result from Unit Operations.

## ARTICLE 11 AMENDMENTS TO UNIT AREA

11.1 **Unit Area.** The Unit Area may be amended from time to time to include acreage



reasonably proved to be productive, exclude acreage no longer considered to be productive, or for any other reason, upon such terms as may be approved by the working Interest Owners in accordance with the voting procedure of Article 4.3.2 of the Unit Operating Agreement, provided:

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

(b) there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof; however, this limitation shall not prevent an adjustment of investment by reason of the amendment

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

11.3 **Effective Date.** The effective date of any amendment to the Unit Area shall be 7 A.M. Central Standard Time, on the first day of the calendar month following compliance with conditions for amendment as specified by Working Interest Owners, and the filing for record of a revised notice of this Agreement in the county or counties in which the original notice of Agreement is recorded.

## ARTICLE 12 TRANSFER OF TITLE - PARTITION

12.1 **Transfer of Title.** Any conveyance of all or any part of any interest owned by any Person 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 Person hereto other than the Person so transferring, until 7:00 A.M. Central Standard Time, on the first day of the Calendar month next succeeding the date of receipt by Unit Operator of a certified copy of the recorded instrument evidencing such change in ownership.

12.2 **Waiver of Rights to Partition.** Each Person hereto agrees that, during the existence of this Agreement, it will not resort to any action to partition the Unitized Formation or the Unit Equipment, and to that extent hereby waives the benefits of all laws authorizing such partition.

## ARTICLE 13 RELATIONSHIP OF PARTIES

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

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

13.3 **Royalty Owners Free of Cost.** This Agreement is not intended to impose, and shall not be construed to impose, upon any Royalty Owner any obligation to pay Unit Expense unless such Royalty Owner is otherwise obligated; provided, however, that any interest created out of a Working Interest shall be subject to the security rights provided by the Unit Operating Agreement. The owner of any such interest shall be subrogated to the security rights available against the Working Interest out of which such interest was created.

## ARTICLE 14 LAWS AND REGULATIONS

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

## ARTICLE 15 FORCE MAJEURE

15.1 **Force Majeure.** All obligations imposed by this Agreement, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a



labor dispute, fire, war, civil disturbance, act of God; by federal, state, or municipal laws; by any rule, regulation, 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 their 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 16 EFFECTIVE DATE**

16.1 **Effective Date.** This Agreement shall become effective as of 7:00 A.M., Central Standard Time on the first day of the calendar month following the issuance of the order approving this Unit by the Kansas Corporation Commission, or the first day of the calendar month following the execution of this Unit Agreement in accordance with K.S.A. 55-1317, whichever first occurs.

16.2 **Certificate of Effectiveness.** Unit operator shall file for record in the county in which the land affected is located a notice and certificate of unitization stating the Effective Date.

## **ARTICLE 17 DETERMINATIONS BY WORKING INTEREST OWNERS**

17.1 **Determination by Working Interest Owners.** All decisions, determinations, or approvals by Working Interest owners hereunder shall be made pursuant to the voting procedure of the Unit Operating Agreement unless otherwise provided herein.

## **ARTICLE 18 TERM**

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

18.2 **Termination by Working Interest Owners.** This Agreement may be terminated by Working Interest Owners owning a combined Unit Working Interest of more than fifty percent (50%) or more whenever such Working Interest Owners determine that Unit Operations are no longer profitable or feasible.

18.3 **Effect of Termination.** Upon termination of this Agreement, the further development and operation of the Unitized Formation as a unit shall be abandoned, and Unit Operations shall cease. Each oil and gas lease and other agreements covering lands within the Unit Area shall remain in force for one hundred eighty (180) days after the date on which this Agreement terminates, and thereafter for such further period as is provided by the lease or other agreement.

18.4 **Salvaging Equipment Upon Termination.** Royalty Owners hereby grant Working Interest Owners a period of nine (9) months after the date of termination of this Agreement within which to salvage and remove Unit Equipment.

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

## **ARTICLE 19 GENERAL**

19.1 **Unit Agreement and Unit Operating Agreement.** As provided for in Section 4.1, Unit Operator shall have the right to conduct Unit Operations, which shall conform to the provisions of the Unit Agreement and the Unit Operating Agreement. If there is any conflict between such agreements, the Unit Agreement shall govern.

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

19.3 **Conflicts with Existing Instrument.** This Agreement shall supersede all existing agreements between the parties hereto covering the Unit Area to the extent that the



provisions of such existing agreements conflict with the provisions of this Agreement.

ARTICLE 20  
SUCCESSORS AND ASSIGNS

20.1 **Successors and Assigns.** This Agreement shall extend to, be binding upon, and insure 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 thereby.

ARTICLE 21  
EXECUTION

21.1 **Original, Counterpart, or Other Instrument.** This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument in writing specifically referring hereto, and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the land within the above-described Unit Area.

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

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

**ROYALTY OWNERS**

\_\_\_\_\_  
Brent A Haupt

\_\_\_\_\_  
Deidra A Haupt

\_\_\_\_\_  
Cedric Ellison

\_\_\_\_\_  
Chris V Hansen

\_\_\_\_\_  
Dedric T Ellison

\_\_\_\_\_  
Donald J Hansen

\_\_\_\_\_  
Eric A Hansen

\_\_\_\_\_  
Eric C Ellison

\_\_\_\_\_  
Gary L Haupt

\_\_\_\_\_  
Nina A Haupt

\_\_\_\_\_  
James D Turner

\_\_\_\_\_  
Jennifer L Turner

\_\_\_\_\_  
Jeff Ellison

\_\_\_\_\_  
Jeffrey T Ellison

\_\_\_\_\_

\_\_\_\_\_



Jennifer A Adams

Jennifer Adams

\_\_\_\_\_  
Joann Whitham, Life Estate

\_\_\_\_\_  
Kurt L Hansen

\_\_\_\_\_  
Taylor G Haupt

Clawson Land Partnership

Vulgamore Trust u/t/d 3/7/1996

By:\_\_\_\_\_

By:\_\_\_\_\_

Sarah C Feiertag Trust

David L Metzger Trust dated 4/1/16

By:\_\_\_\_\_

By:\_\_\_\_\_

**OVERRIDING ROYALTY OWNERS**

AA & Mary Hammersmith Revocable  
Trust dtd 7/19/01

By:\_\_\_\_\_

\_\_\_\_\_  
Barbara J Deenihan

\_\_\_\_\_  
Danny J McCarty

\_\_\_\_\_  
David Munro

Deborah E Brinegar Revocable  
Trust dtd 8/24/06

By:\_\_\_\_\_

\_\_\_\_\_  
Diane L Huffman

Diane L Huffman Trust

By:\_\_\_\_\_

\_\_\_\_\_  
Emily Hundley Goff

Eric D. Stinson Trust dtd 1/27/09

Estate of Thomas E Ray

By:\_\_\_\_\_

\_\_\_\_\_



F Louise Brinegar Revocable  
Trust dtd 6/28/04

By:\_\_\_\_\_

Hanging Rock, Inc.

By:\_\_\_\_\_

\_\_\_\_\_  
James L Downing

Jennings Living Trust dtd 12/12/05.

By:\_\_\_\_\_

\_\_\_\_\_  
Jon R Stewart

\_\_\_\_\_  
Kirby W Schmitz

\_\_\_\_\_  
Pamela Rappard

\_\_\_\_\_  
Robert E O'Dell

\_\_\_\_\_  
Sandra L Muller

\_\_\_\_\_  
William T Goff

**WORKING INTEREST OWNERS**

Lario Oil & Gas Company

By:\_\_\_\_\_

E. D. Stinson  
Senior Vice President – Land & Legal

\_\_\_\_\_  
Glen D Gamble

Hastings Oil & Gas Properties, LLC

By:\_\_\_\_\_

\_\_\_\_\_  
Jay G Schweikert

K&E Drilling, Inc.

By:\_\_\_\_\_

Kraft Oil & Gas Properties LLC

By:\_\_\_\_\_

\_\_\_\_\_  
Mark S Jennings

\_\_\_\_\_  
Paula Sullivan

\_\_\_\_\_  
Sandra K Henson

\_\_\_\_\_  
William Miller

Sweetman Investments, LLC

By:\_\_\_\_\_



Cholla Production, LLC

By:\_\_\_\_\_

\_\_\_\_\_  
Eugene Saloga

\_\_\_\_\_  
Kenneth R. Lang, Sr.

\_\_\_\_\_  
Jan E. Helen

Dyret Energy, LLC

JD Resources, LLC

By:\_\_\_\_\_

By:\_\_\_\_\_

Kylon Oil & Gas Inc.

Roaring River Resources, LLC

By:\_\_\_\_\_

By:\_\_\_\_\_

Western Interior Energy, Inc.

Wexford Resources, Inc.

By:\_\_\_\_\_

By:\_\_\_\_\_

Wood Energy, Inc.

By:\_\_\_\_\_



**EXHIBIT "A"**

Attached to and made a part of the Feiertag Unit Agreement, Scott County, Kansas

Part 1 - Description of Tracts and Leases

Part 2 - Ownership of Tracts

Part 3 - Tract Participation

Part 4 - Unit Interests



**EXHIBIT “A”, Part 1**  
**Description of Tracts and Leases**

Tract	Twnsbp	Range	Sec	Description	Lease
1	19S	33W	9	SESE	Hansen
2	19S	33W	10	SW	Feiertag Trust
3	19S	33W	15	NW	Feiertag A - North
4	19S	33W	15	S/2SWNE & N/2NWSE	Collingwood
5	19S	33W	15	SWSE & S/2NW SE	Haupt A
6	19S	33W	15	SW	Feiertag A - South
7A	19S	33W	16	NENE	Hutchins (Well)
7B	19S	33W	16	NENE	Hutchins (Acreage)
8	19S	33W	16	SESE	Metzger
9	19S	33W	21	NENE	Vulgamore
10	19S	33W	22	N/2NW & NWNE	Clawson



**EXHIBIT “A”, Part 2  
Ownership of Tracts**

Interest Owner	Type	WI	NRI
<b>Tract 1 - SESE Sec 9-19S-33W</b>			
Jeff Ellison	RI		0.00390625
Cedric Ellison	RI		0.00390625
Eric Ellison	RI		0.00390625
Jennifer Adams	RI		0.00390625
Donald J Hansen	RI		0.04687500
Chris V Hansen	RI		0.01562500
Eric A Hansen	RI		0.01562500
Kurt L Hansen	RI		0.01562500
Joann Whitham, Life Estate	RI		0.01562500
David Munro	ORR		0.00250000
Jay G Schweikert	ORR		0.00250000
Eric D Stinson Trust	ORR		0.00250000
Robert E O'Dell	ORR		0.03750000
Paula Sullivan	ORR		0.00250000
Hastings Oil & Gas Properties, LLC	ORR		0.00500000
Hanging Rock, Inc.	ORR		0.03750000
Lario Oil & Gas Company	WI	93.945312%	0.73747069
Eugene Saloga	WI	0.242188%	0.00190118
Sweetman Investments LLC	WI	5.812500%	0.04562813
		<b>100.0000%</b>	<b>1.00000000</b>
<b>Tract 2 - SW/4 Sec 10-19S-33W</b>			
Sarah C Feiertag Trust	RI		0.18750000
Hanging Rock, Inc.	ORR		0.00625000
Robert E O'Dell	ORR		0.00625000
Eric D. Stinson Trust dtd 1/27/09	ORR		0.00500000
Hastings Oil & Gas Properties, LLC	ORR		0.00500000
David Munro	ORR		0.00250000
Jay G Schweikert	ORR		0.00250000
Lario Oil & Gas Company	ORR		0.00500000
Lario Oil & Gas Company	WI	93.945312%	0.73277343
Eugene Saloga	WI	0.242188%	0.00188907
Sweetman Investments LLC	WI	5.812500%	0.04533750
		<b>100.0000%</b>	<b>1.00000000</b>
<b>Tract 3 - NW/4 Sec 15-19S-33W</b>			
Sarah C Feiertag Trust	RI		0.18750000
Eric D Stinson Trust	ORR		0.00121094
Robert E O'Dell	ORR		0.00625000
Kraft Oil Properties LLC	ORR		0.00090820
Estate of Thomas E Ray	ORR		0.00121094
Hanging Rock, Inc.	ORR		0.00625000
Eugene Saloga	WI	0.242188%	0.00188907
Sweetman Investments, LLC	WI	5.812500%	0.04533750
Lario Oil & Gas Company	WI	93.945312%	0.74944335
		<b>100.0000%</b>	<b>1.00000000</b>
<b>Tract 4 - S/2SWNE &amp; N/2WNSE Sec 15-19S-33W</b>			
Gary L Haupt & Nina A Haupt, H/W	RI		0.04375000
Sarah C Feiertag Trust	RI		0.09375000
Brent A Haupt & Deidra A Haupt,	RI		0.00625000
Taylor G Haupt	RI		0.00625000
James D Turner & Jennifer L Turner,	RI		0.00625000
Eric D Stinson Trust	ORR		0.00121094
Robert E O'Dell	ORR		0.02187500
Kraft Oil Properties LLC	ORR		0.00090820
Estate of Thomas E Ray	ORR		0.00121094
Hanging Rock, Inc.	ORR		0.02187500

Eugene Saloga	WI	0.242188%	0.00188907
Sweetman Investments, LLC	WI	5.812500%	0.04533750
Lario Oil & Gas Company	WI	93.945312%	0.74944335
		<b>100.0000%</b>	<b>1.00000000</b>

**Tract 5 - SWSE & S/2NW SE & NWNWSE Sec 15-19S-33W**

Gary L Haupt & Nina A Haupt, H/W	RI		0.08750000
Brent A Haupt & Deidra A Haupt,	RI		0.01250000
Taylor G Haupt	RI		0.01250000
James D Turner & Jennifer L Turner,	RI		0.01250000
Eric D Stinson Trust	ORR		0.00121094
Robert E O'Dell	ORR		0.03750000
Kraft Oil Properties LLC	ORR		0.00090820
Estate of Thomas E Ray	ORR		0.00121094
Hanging Rock, Inc.	ORR		0.03750000
Eugene Saloga	WI	0.242188%	0.00188907
Sweetman Investments, LLC	WI	5.812500%	0.04533750
Lario Oil & Gas Company	WI	93.945312%	0.74944335
		<b>100.0000%</b>	<b>1.00000000</b>

**Tract 6 - SW/4 Sec 15-19S-33W**

Sarah C Feiertag Trust	RI		0.18750000
Eric D Stinson Trust	ORR		0.00121094
Robert E O'Dell	ORR		0.00625000
Kraft Oil Properties LLC	ORR		0.00090820
Estate of Thomas E Ray	ORR		0.00121094
Hanging Rock, Inc.	ORR		0.00625000
Eugene Saloga	WI	0.242188%	0.00188907
Sweetman Investments, LLC	WI	5.812500%	0.04533750
Lario Oil & Gas Company	WI	93.945312%	0.74944335
		<b>100.0000%</b>	<b>1.00000000</b>

**Tract 7A - NENE Sec 16-19S-33W (Hutchins wellbore)**

David Metzger Trust dtd 4/1/16, David Metzger, Trustee	RI		0.10937500
Jennifer A Adams	RI		0.00390625
Deric T Ellison	RI		0.00390625
Eric C Ellison	RI		0.00390625
Jeffrey T Ellison	RI		0.00390625
Pamela Rappard	RI		0.01875000
Jennings Living Trust dtd 12/12/05	RI		0.00350000
James L. Downing	ORR		0.00300000
K & E Drilling, Inc.	ORR		0.00250000
Barbara J Deenihan	ORR		0.00250000
Sandra L Henson	ORR		0.00250000
Diane L Huffman	ORR		0.00250000
Mark S Jennings	ORR		0.00250000
Danny J McCarty	ORR		0.00250000
Jon R Stewart	ORR		0.00250000
Deborah E Brinegar Revocable Trust dtd 8/24/06	ORR		0.00225000
F Louise Brinegar Revocable Trust dtd 6/28/04	ORR		0.00225000
Glen D Gamble	ORR		0.00150000
A.A. & Mary E Hammersmith Revocable Trust dtd 7/19/01	ORR		0.00125000
Kenneth R Lang Sr.	ORR	100.0000%	0.82500000
		<b>100.0000%</b>	<b>1.00000000</b>

**Tract 7B - NENE (less wellbore)**

David Metzger Trust dtd 4/1/16, David Metzger, Trustee	RI		0.10937500
Jennifer A Adams	RI		0.00390625
Deric T Ellison	RI		0.00390625
Eric C Ellison	RI		0.00390625
Jeffrey T Ellison	RI		0.00390625
Pamela Rappard	ORR		0.01875000



Jennings Living Trust dtd 12/12/05	ORR		0.00350000
James L. Downing	ORR		0.00300000
K & E Drilling, Inc.	ORR		0.00250000
Barbara J Deenihan	ORR		0.00250000
Sandra L Henson	ORR		0.00250000
Diane L Huffman	ORR		0.00250000
Mark S Jennings	ORR		0.00250000
Danny J McCarty	ORR		0.00250000
Jon R Stewart	ORR		0.00250000
Deborah E Brinegar Revocable Trust dtd 8/24/06	ORR		0.00225000
F Louise Brinegar Revocable Trust dtd 6/28/04	ORR		0.00225000
Glen D Gamble	ORR		0.00150000
A.A. & Mary E Hammersmith Revocable Trust dtd 7/19/01	ORR		0.00125000
William T Goff	ORR		0.00750000
Cholla Production , LLC	ORR		0.00625000
Emily Hundley-Goff	ORR		0.00375000
William Miller	ORR		0.00375000
Kirby W Schmitz	ORR		0.00375000
Wood Energy, Inc.	WI	37.5000%	0.29508929
Kenneth R Lang Sr.	WI	25.0000%	0.20625000
Cholla Production , LLC	WI	9.3750%	0.07734375
KyKon Oil & Gas Inc.	WI	5.6250%	0.04426339
Dyret Energy, LLC	WI	3.7500%	0.02950893
Jan E Helen	WI	3.7500%	0.02950893
JD Resources, LLC	WI	3.7500%	0.02950893
Roaring River Resources, LLC	WI	3.7500%	0.02950893
Western Interior Energy, Inc.	WI	3.7500%	0.02950893
Wexford Resources, Inc.	WI	3.7500%	0.02950893
		<b>100.0000%</b>	<b>1.00000000</b>

**Tract 8 - SESE Sec 16-19S-33W**

David Metzger Trust dtd 4/1/16, David Metzger, Trustee	RI		0.12304680
Cedric Ellison	RI		0.00048828
Eric C Ellison	RI		0.00048828
Jeffrey T. Ellison	RI		0.00024416
Jeffrey T. Ellison	RI		0.00024416
Jennifer A. Adams	RI		0.00024416
Jennifer A. Adams	RI		0.00012208
Jennifer A. Adams	RI		0.00012209
Pamela Rappard	ORR		0.01875000
Jennings Living Trust dtd 12/12/05	ORR		0.00350000
James L. Downing	ORR		0.00300000
Diane L Huffman Trust	ORR		0.00250000
Barbara J Deenihan	ORR		0.00250000
Jon R Stewart	ORR		0.00250000
Danny J McCarty	ORR		0.00250000
Diane L Huffman	ORR		0.00250000
Mark S Jennings	ORR		0.00250000
K & E Drilling, Inc.	ORR		0.00250000
Sandra L Henson	ORR		0.00500000
F Louise Brinegar Revocable Trust dtd 6/28/04	ORR		0.00225000
Deborah E Brinegar Revocable Trust dtd 8/24/06	ORR		0.00225000
Glen D Gamble	ORR		0.00150000
A.A. & Mary E Hammersmith Revocable Trust dtd 7/19/01	ORR		0.00125000
William T. Goff	ORR		0.00750000
Emily Hundley Goff	ORR		0.00375000
Kirby W Schmitz	ORR		0.00375000
William Miller	ORR		0.00375000
Cholla Production , LLC	WI	9.3750%	0.07511719
Wood Energy, Inc.	WI	37.5000%	0.30046875
Kenneth R Lang Sr.	WI	25.0000%	0.20031250
KyKon Oil & Gas Inc.	WI	5.6250%	0.04507031

Dyret Energy, LLC	WI	3.7500%	0.03004688
Western Interior Energy, Inc.	WI	3.7500%	0.03004688
JD Resources, LLC	WI	3.7500%	0.03004688
Wexford Resources, Inc.	WI	3.7500%	0.03004688
Roaring River Resources, LLC	WI	3.7500%	0.03004688
Jan E Helen	WI	3.7500%	0.03004688
		<b>100.0000%</b>	<b>1.00000000</b>

**Tract 9 - NENE Sec 21-19S-33W**

Larry G Vulgamore	RI		0.06152344
Larry G Vulgamore or Judith A Vulgamore, Trustees UTD 3/7/1996	RI		0.06152344
Cedric Ellison	RI		0.00048828
Eric C Ellison	RI		0.00048828
Jeffrey T. Ellison	RI		0.00024414
Jeffrey T. Ellison	RI		0.00024414
Jennifer Adams	RI		0.00024414
Jennifer Adams	RI		0.00012207
Jennifer Adams	RI		0.00012207
Cholla Production , LLC	WI	100.0000%	0.87500000
		<b>100.0000%</b>	<b>1.00000000</b>

**Tract 10 - N/2NW/4 & NW/4EW/4**

Clawson Land Partnership	RI		0.21500000
Lario Oil & Gas Company	WI	100.000000%	0.78500000
		<b>100.0000000%</b>	<b>1.00000000</b>

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**EXHIBIT “A”, Part 3**  
**Tract Participation**

Lease	Tract	Participation
Hansen	1	0.01859174
Feiertag Trust	2	0.09757539
Feiertag A - North	3	0.29922532
Collingwood	4	0.03303014
Haupt A	5	0.22064670
Feiertag A - South	6	0.30068586
Hutchins (Well)	7A	0.00800654
Hutchins (Acreage)	7B	0.00153365
Metzger	8	0.00645099
Vulgamore	9	0.00127807
Clawson	10	0.01297562
		1.0000000

**EXHIBIT"A", Part 4  
Unit Interests**

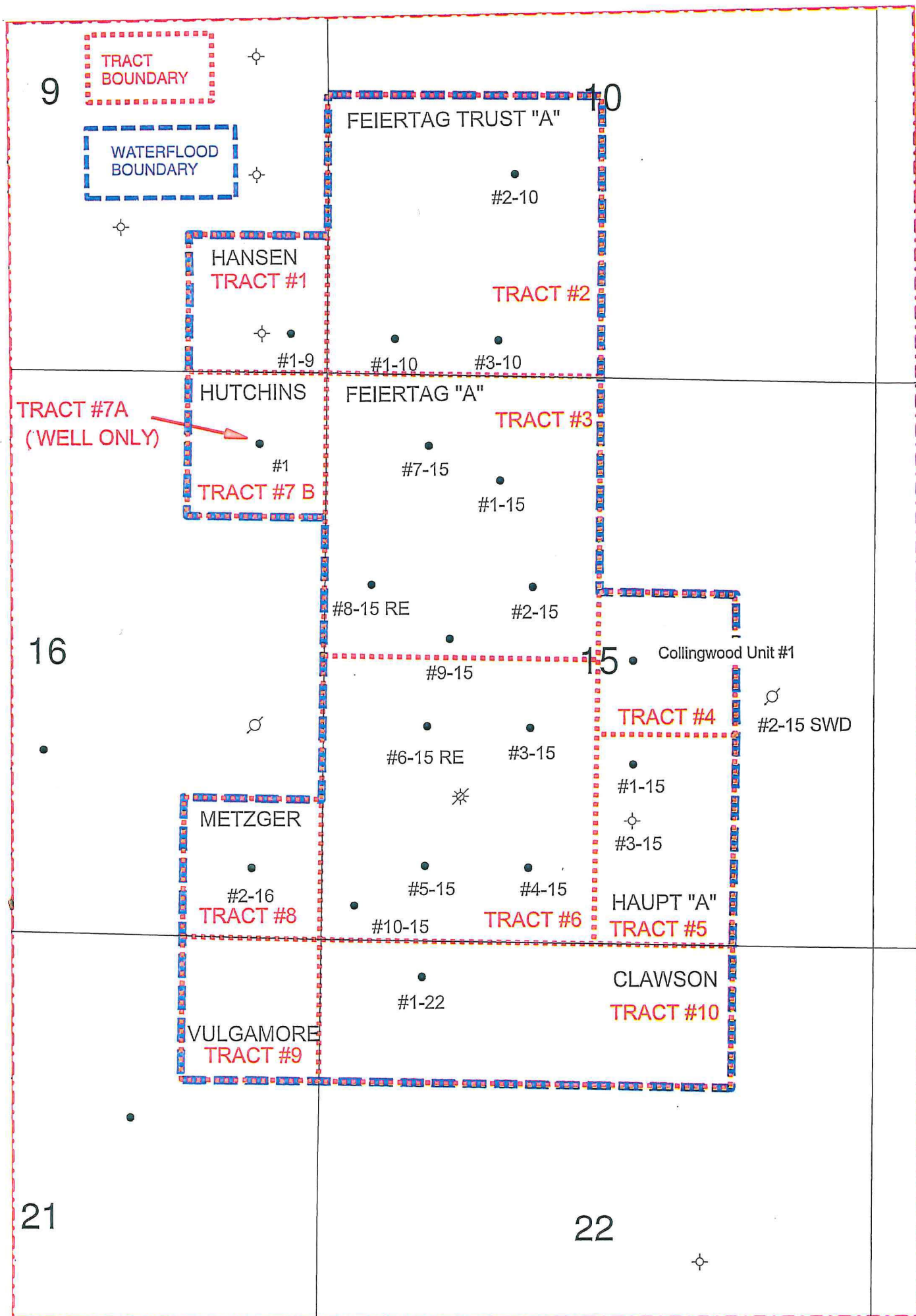
Interest Owner	Type	Tracts	Unit WI	Unit NRI
<b>Royalty Interests</b>				
Brent A Haupt & Deidra A Haupt,	RI	4,5		0.00296452
Cedric Ellison	RI	1,8,9		0.00007640
Chris V Hansen	RI	1		0.00029050
Clawson Land Partnership	RI	10		0.00278976
David Metzger Trust dtd 4/1/16, David Metzger, Trustee	RI	7A, 7B, 8		0.00183723
Deric T Ellison	RI	7A, 7B		0.00003727
Donald J Hansen	RI	1		0.00087149
Eric A Hansen	RI	1		0.00029050
Eric C Ellison	RI	7A, 7B, 8,9		0.00004104
Eric Ellison	RI	1		0.00007262
Gary L Haupt & Nina A Haupt, H/W	RI	4,5		0.02075165
James D Turner & Jennifer L Turner,	RI	4,5		0.00296452
Jeff Ellison	RI	1		0.00007262
Jeffrey T Ellison	RI	7A, 7B, 8, 9		0.00004104
Jennifer A Adams	RI	7A, 7B, 8		0.00004042
Jennifer Adams	RI	1,9		0.00007325
Joann Whitham, Life Estate	RI	1		0.00029050
Kurt L Hansen	RI	1		0.00029050
Larry G Vulgamore	RI	9		0.00007863
Larry G Vulgamore or Judith A Vulgamore, Trustees UTD 3/7/1996	RI	9		0.00007863
Sarah C Feiertag Trust	RI	2, 3, 4, 6		0.13387531
Taylor G Haupt	RI	4,5		0.00296452
<b>Overriding Royalty Interests</b>				
A.A. & Mary E Hammersmith Revocable Trust dtd 7/19/01	ORR	7A, 7B, 8		0.00001999
Barbara J Deenihan	ORR	7A, 7B, 8		0.00003998
Cholla Production , LLC	ORR	7B		0.00000959
Danny J McCarty	ORR	7A, 7B, 8		0.00003998
David Munro	ORR	1,2		0.00029042
Deborah E Brinegar Revocable Trust dtd 8/24/06	ORR	7A, 7B, 8		0.00003598
Diane L Huffman	ORR	7A, 7B, 8		0.00003998
Diane L Huffman Trust	ORR	8		0.00001613
Emily Hundley Goff	ORR	7A,7B,8		0.00002994
Eric D Stinson Trust	ORR	1,2,3,4,5,6		0.00156800
Estate of Thomas E Ray	ORR	3,4,5,6		0.00103364
F Louise Brinegar Revocable Trust dtd 6/28/04	ORR	7A,7B,8		0.00003598
Glen D Gamble	ORR	7A,7B,8		0.00002399
Hanging Rock, Inc.	ORR	1,2,3,4,5,6		0.01405327
Hastings Oil & Gas Properties, LLC	ORR	1,2		0.00058084
James L. Downing	ORR	7A,7B,8		0.00004797
Jay G Schweikert	ORR	1,2		0.00029042
Jennings Living Trust dtd 12/12/05	ORR	7A,7B,8		0.00005597
Jon R Stewart	ORR	7A,7B,8		0.00003998
K & E Drilling, Inc.	ORR	7A,7B,8		0.00003998
Kirby W Schmitz	ORR	7B,8		0.00002994
Kraft Oil Properties LLC	ORR	3,4,5,6		0.00077523
Lario Oil & Gas Company	ORR	2		0.00048788
Mark S Jennings	ORR	7A,7B,8		0.00003998
Pamela Rappard	ORR	7A,7B,8		0.00029983
Paula Sullivan	ORR	1		0.00004648
Robert E O'Dell	ORR	1,2,3,4,5,6		0.01405327
Sandra L Henson	ORR	7A,7B,8		0.00005611
William Miller	ORR	7B,8		0.00002994
William T Goff	ORR	7B,8		0.00005988



Working Interests				
Cholla Production , LLC	WI	7B,8,9	0.00202663	0.00172151
Dyret Energy, LLC	WI	7B,8	0.00029942	0.00023909
Eugene Saloga	WI	1,2,3,4,5,6,	0.00234863	0.00183216
Jan E Helen	WI	7B,8	0.00029942	0.00023909
JD Resources, LLC	WI	7B,8	0.00029942	0.00023909
Kenneth R Lang Sr.	WI	7A,7B,8	0.01000269	0.00821392
KyKon Oil & Gas Inc.	WI	7B,8	0.00044914	0.00035863
Lario Oil & Gas Company	WI	1,2,3,4,5,6,10	0.92401511	0.73511323
Roaring River Resources, LLC	WI	7B,8	0.00029942	0.00023909
Sweetman Investments LLC	WI	1,2,3,4,5,6,	0.05636702	0.04397168
Western Interior Energy, Inc.	WI	7B,8	0.00029942	0.00023909
Wexford Resources, Inc.	WI	7B,8	0.00029942	0.00023909
Wood Energy, Inc.	WI	7B,8	0.00299424	0.00239088
			1.00000000	1.00000000

**EXHIBIT “B”, Part 1**  
**Map of Unit**





1 inch = 900 feet



	<p>LARIO OIL &amp; GAS COMPANY FEIERTAG UNIT MILLRICH SOUTHEAST POOL T 19 S - R 33 W SCOTT COUNTY, KANSAS</p>
<p>Figure #1 Tract Map</p>	
<p>Date: 17 August, 2015</p>	<p>Geologist: Cristine Goodrich</p>

**EXHIBIT "B"**  
**Part 2 - Well Renumbering**

**Current Well Name**

Hansen #1-9  
Feiertag Trust #1-10  
Feiertag Trust #2-10  
Feiertag Trust #3-10  
Feiertag "A" #1-15  
Feiertag "A" #2-15  
Feiertag "A" #3-15  
Feiertag "A" #4-15  
Feiertag "A" #5-15  
Feiertag "A" #6-15  
Feiertag "A" #7-15  
Feiertag "A" #8-15  
Feiertag "A" #9-15  
Feiertag "A" #10-15  
Collingwood Unit #1  
Haupt "A" #1-15  
Haupt "A" #3-15  
Hutchins #1  
Metzger #2-16  
Clawson #1-22

**Unit Well Name**

Feiertag Unit #1-1  
Feiertag Unit #2-1  
Feiertag Unit #2-2  
Feiertag Unit #2-3  
Feiertag Unit #3-1  
Feiertag Unit #3-2  
Feiertag Unit #6-1  
Feiertag Unit #6-2  
Feiertag Unit #6-3  
Feiertag Unit #6-4  
Feiertag Unit #3-3  
Feiertag Unit #3-4  
Feiertag Unit #3-5  
Feiertag Unit #6-5  
Feiertag Unit #4-1  
Feiertag Unit #5-1  
Feiertag Unit #5-2 WSW  
Feiertag Unit #7-1  
Feiertag Unit #8-1  
Feiertag Unit #10-1