

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



2017-09-22 14:09:39
Kansas Corporation Commission
/s/ Lynn M. Retz

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

Pat Apple, Chairman
Shari Feist Albrecht, Commissioner
Jay Scott Emler, Commissioner

Sam Brownback, Governor

September 22, 2017

Timothy E. McKee
Triplett Woolf Garretson, LLC
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Attorney for Larson Engineering, Inc. (KCC License #3842)

Re: Your Correspondence of September 20, 2017
K.S.A. 55-1317
Docket Number 18-CONS-3152-CUNI

Mr. McKee:

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

As of today, no proceedings have been instituted with the Commission regarding this matter. Although the Commission does not anticipate any proceedings, this matter has been assigned KCC Docket Number 18-CONS-3152-CUNI for ease of future reference.

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

Sincerely,

Jon Myers
Litigation Counsel
Kansas Corporation Commission



TWGfirm.com

Thomas C. Triplett
John P. Woolf
Thomas P. Garrettson
James A. Walker
Timothy E. McKee
Theron E. Fry

Eric B. Metz
Ron H. Harnden
Tad Patton
Rachael K. Pirner
Jeffrey D. Leonard
Jeffery C. Dahlgren

J.T. Klaus
Ross E. Hellwig
Amy Fellows Cline
Tyler E. Heffron
Andrew N. Kovar
Derek S. Casey

Shane A. Rosson
Neil C. Gosch
Matthew T. Schippers
Lisa L. Martin
Mary F. Carson, *Of Counsel*

2959 N. Rock Road, Suite 300 • Wichita, Kansas 67226
Phone 316-630-8100 • Fax 316-630-8101

temckee@TWGfirm.com

September 20, 2017

Via Hand Delivery

Jon Myers
Litigation Counsel
Kansas Corporation Commission
266 N. Main St., Suite 220
Wichita, KS 67202

RECEIVED
KANSAS CORPORATION COMMISSION

SEP 20 2017

CONSERVATION DIVISION
WICHITA, KS

RE: *Harper-James Waterflood Unit, Lane County, Kansas*
Filed pursuant to K.S.A. 55-1317
TWG File No. 10259-08

Dear Jon:

You will find enclosed the following documents for the captioned Waterflood Unit, which we are asking to be filed pursuant to the provisions of K.S.A. 55-1317. We do not anticipate any further proceedings in this matter, but we are requesting that you assign a Docket Number to our filing which will facilitate proceedings with the Department of Revenue.

Submitted herewith are:

1. Unit Agreement;
2. Ratification and Approval of Unit Agreement by all Royalty Owners and Working Owners;
3. Notice of Intent to Conduct Unit Operations, which includes a Proof of Publication of our Notice and,
4. Affidavit of Service of the Notice of Intent to Conduct Unit Operations.

As I have noted, we are submitting this Unitization pursuant to K.S.A. 55-1317 and request that you acknowledge our filing and assign it a Docket Number which we will be able to utilize at the Department of Revenue.

Should you have any questions at all, please let me know.

Sincerely,

TRIPLETT WOOLF GARRETSON, LLC

By Timothy E. McKee

TEM:tlmc

SEP 20 2017

CONSERVATION DIVISION
WICHITA, KS

AFFIDAVIT OF NOTICE SERVED

RE: Larson Engineering, Inc. – Notice of Intent to Conduct Unit Operation pursuant to UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS

The undersigned hereby certifies that she is a duly authorized agent for Larson Engineering, Inc., and that on August 4, 2017, a true and correct copy of the attached NOTICE OF INTENT TO CONDUCT UNIT OPERATION was mailed to the following parties at the addresses below:

Boardman Petroleum, LLC
1309 Toulon Ave.
Hays KS 67601

J. H. Hutchison Inc.
PO Box 1348
Edmond OK 73083-1348

Skem Exploration LLC
3604 NE 141st Ct.
Edmond OK 73013

Amy Leiker
1424 300th Ave.
Hays KS 67601-4618

DK Miller Exploration Inc.
PO Box 2112
Billings MT 59103

Omega Inc.
562 West State Road 4
Olmits KS 67564-8561

Rivendell Resources, LLC
PO Box 1410
Edmond OK 73083-1410

Scout Exploration Corp.
PO Box 1410
Edmond OK 73083-1410

Julia & Gerhard Neufeld
606 Mockingbird Lane
Newton KS 67114

Cynthia A. Chiles
Trustee
1636 South Robb Way
Lakewood CO 80232

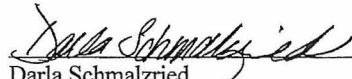
Celia H. Edwards
Trustee
1503 Breazeale Rd.
Belton SC 29627-9745

Mr. and Mrs. Alan Eugene James
251 N. Karl Road
Dighton KS 67839

Mr. and Mrs. John David James
2 West Road 210
Dighton KS 67839

I further attest that the attached NOTICE was published in the Dighton Herald, the official county publication of Lane County, Kansas, and in the Wichita Eagle. A copy of the affidavits of publication are attached.

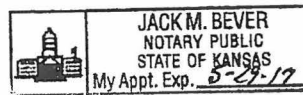
Signed this 10th day of August, 2017.


Darla Schmalzried

SUBSCRIBED AND SWORN TO before me, a notary public, by Darla Schmalzried, on behalf of Larson Engineering, Inc., on August 10, 2017.


Notary Public

My appointment expires: 5-29-2017



BEFORE THE STATE CORPORATION
COMMISSION OF THE STATE OF KANSAS
NOTICE OF INTENT TO CONDUCT UNIT OPERATION

RE: Larson Engineering, Inc. – Intent to conduct unit operation pursuant to UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS
TO: All Working Interest Owners

You, and each of you, are hereby notified that all mineral and royalty owners and not less than 90% of the Working Interest Owners have approved, in writing, a contract for the unit operation of HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS, with the intention to conduct the unit operation provided therein; namely to unitize the Oil and Gas Rights in and to the Unitized Formations from the Wildcat Field in Lane County, Kansas, in order to conduct a secondary recovery, pressure maintenance, or other recovery programs within the unit area, all located within Lane County, Kansas, and described as follows:

Sec. 22-T18S-R29W, N/2

Sec. 15-T18S-R29W, E/2 of SW/4

Larson Engineering, Inc. has filed a copy of the UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS, with the State Corporation Commission.

Any Working Interest Owner who objects to or protests such unit operation has the right to institute proceedings, within 30 days after receipt of this notice, to have the matter determined by the State Corporation Commission in accordance with the provisions of K.S.A. 55-1301 et seq., and amendments thereto. If no such proceedings are instituted, the Unit Agreement shall become effective upon expiration of the 30-day period.

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

Larson Engineering, Inc.
562 West State Road 4
Olmitz KS 67564-8561
620-653-7368

Protests may be filed by any party having a valid interest in the application. Petitions for protests shall be in writing and shall clearly identify the name and address of the protestant and the title of the application. The petition shall include a clear and concise statement of the direct and substantial interest of the protestant in the proceedings, including the manner in which the protestant may be affected, and the nature, extent, character and grounds of the protest. Protestants shall serve the protests upon Larson Engineering, Inc., by mail or personal service at the same time or before the protestant files the protest with the Conservation Division. [KCC-Conservation Division, 130 S. Market – Room 2078; Wichita KS 67202]

SEP 20 2017

CONSERVATION DIVISION
WICHITA, KS

BEFORE THE STATE CORPORATION
COMMISSION OF THE STATE OF KANSAS
NOTICE OF INTENT TO CONDUCT UNIT OPERATION

RE: Larson Engineering, Inc. – Intent to conduct unit operation pursuant to UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS

TO: All Working Interest Owners

You, and each of you, are hereby notified that all mineral and royalty owners and not less than 90% of the Working Interest Owners have approved, in writing, a contract for the unit operation of HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS, with the intention to conduct the unit operation provided therein; namely to unitize the Oil and Gas Rights in and to the Unitized Formations from the Wildcat Field in Lane County, Kansas, in order to conduct a secondary recovery, pressure maintenance, or other recovery programs within the unit area, all located within Lane County, Kansas, and described as follows:

Sec. 22-T18S-R29W, N/2

Sec. 15-T18S-R29W, E/2 of SW/4

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Any Working Interest Owner who objects to or protests such unit operation has the right to institute proceedings, within 30 days after receipt of this notice, to have the matter determined by the State Corporation Commission in accordance with the provisions of K.S.A. 55-1301 et seq., and amendments thereto. If no such proceedings are instituted, the Unit Agreement shall become effective upon expiration of the 30-day period.

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

Larson Engineering, Inc.
562 West State Road 4
Olmitz KS 67564-8561
620-653-7368

LEGAL PROOF OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Lines
579794	0003213181	BEFORE THE STATE CORPORATION COMMISSION		\$231.00	1	0

Attention: Darla Schmalzried

LARSON ENGINEERING, INC.
561 WEST STATE ROAD 4
OLMITZ, KS 67564

In The STATE OF KANSAS
In and for the County of Sedgwick
AFFIDAVIT OF PUBLICATION

1 Insertions

Beginning issue of: 08/05/2017

Ending issue of: 08/05/2017

STATE OF KANSAS)

.SS

County of Sedgwick)

LEGAL PUBLICATION

Published in the Wichita Eagle August 5, 2017
(3213181)

BEFORE THE STATE CORPORATION
COMMISSION OF THE STATE OF KANSAS
NOTICE OF INTENT TO CONDUCT UNIT
OPERATION

Published in the Wichita Eagle
August 5, 2017 (3213181)

RE: Larson Engineering, Inc. - Intent to
conduct unit operation pursuant to UNIT
AGREEMENT, HARPER-JAMES
WATERFLOOD UNIT (WFU),
LANE COUNTY, KANSAS

TO: All Working Interest Owners
You, and each of you, are hereby notified
that all mineral and royalty owners and not less
than 90% of the Working Interest Owners have
approved, in writing, a contract for the unit
operation of HARPER-JAMES WATERFLOOD
UNIT (WFU), LANE COUNTY, KANSAS, with
the intention to conduct the unit operation provided
herein; namely to utilize the Oil and Gas Rights in
and to the Unitized Formations from the Wildcat
Field in Lane County, Kansas, in order to conduct
a secondary recovery, pressure maintenance, or
other recovery programs within the unit area,
all located within Lane County, Kansas, and
described as follows:

Sec. 22-T18S-R29W, N/2
Sec. 15-T18S-R29W, E/2 of SW/4

Larson Engineering, Inc. has filed a copy
of the UNIT AGREEMENT, HARPER-JAMES
WATERFLOOD UNIT (WFU), LANE COUNTY,
KANSAS, with the State Corporation Commission.

Any Working Interest Owner who objects
to or protests such unit operation has the right to
institute proceedings, within 30 days after receipt
of this notice, to have the matter determined by
the State Corporation Commission in accordance
with the provisions of K.S.A. 55-1301 et seq., and
amendments thereto. If no such proceedings
are instituted, the Unit Agreement shall become
effective upon expiration of the 30-day period.

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

Larson Engineering, Inc.
561 West State Road 4
Olmitz KS 67564-8561
620-653-7368

Dale Seiwert, of lawful age, being first duly
sworn, depose and saith: That he is
Record Clerk of The Wichita Eagle, a daily
newspaper published in the City of Wichita,
County of Sedgwick, State of Kansas, and
having a general paid circulation on a daily
basis in said County, which said
newspaper has been continuously and
uninterruptedly published in said County for
more than one year prior to the first
publication of the notice hereinafter
mentioned, and which said newspaper has
been entered as second class mail matter
at the United States Post Office in Wichita,
Kansas, and which said newspaper is not a
trade, religious or fraternal publication and
that a notice of a true copy is hereto
attached was published in the regular and
entire Morning Issue of said The Wichita
Eagle from 8/5/2017 to 08/05/2017.

I certify (or declare) under the penalty of
perjury that the foregoing is true and correct.

Dale Seiwert

(Signature of Principal Clerk)


DATED: 8/8/2017

[Signature]

Notary Public Sedgwick County, Kansas

JENNIFER RAE BAILEY
Notary Public - State of Kansas
My Appt. Expires 6/4/2021

Proof of Pub

 **KELLY C. ANDERSON**
Notary Public - State of Kansas
My Appt. Expires February 7, 2018

[illegible]

SEP 20 2017

CONSERVATION DIVISION
WICHITA, KS

RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a working interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a working interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures; and

WHEREAS, each of the undersigned has previously executed an Operating Agreement for one or more tracts and each of the undersigned agrees that execution of a new Operating Agreement creates unnecessary paperwork; and

WHEREAS, the undersigned owner(s) hereby acknowledges that previously executed Operating Agreements shall collectively serve as UNIT OPERATING AGREEMENT, HARPER-JAMES WATERFLOOD UNIT, LANE COUNTY, KANSAS;

The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

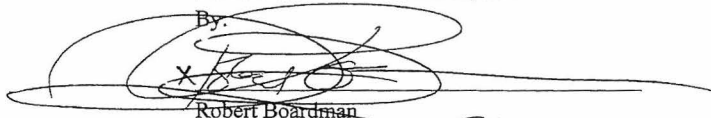
NOW, THEREFORE, the undersigned owner(s) of working interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tracts 1 & 2

BOARDMAN PETROLEUM, LLC

By.



Robert Boardman



Martha Boardman

Title: Members

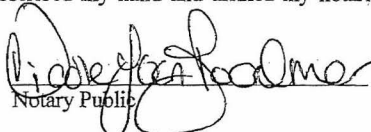
Date: 9/17/2017

ACKNOWLEDGMENT

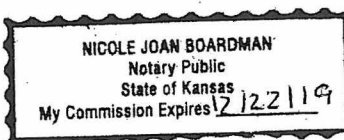
STATE OF Kansas
COUNTY OF Ellis ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came Robert Boardman and Martha Boardman, as Members of Boardman Petroleum LLC, a limited liability company (LLC) of the State of Kansas, personally known to me to be such officers, and to be the same persons who executed the foregoing instrument of writing, and they duly acknowledged the execution of the same for themselves for said LLC for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on 9/17/2017, 2017.


Notary Public

My appointment expires: 12/22/19



RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a working interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a working interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures; and

WHEREAS, each of the undersigned has previously executed an Operating Agreement for one or more tracts and each of the undersigned agrees that execution of a new Operating Agreement creates unnecessary paperwork; and

WHEREAS, the undersigned owner(s) hereby acknowledges that previously executed Operating Agreements shall collectively serve as UNIT OPERATING AGREEMENT, HARPER-JAMES WATERFLOOD UNIT, LANE COUNTY, KANSAS;

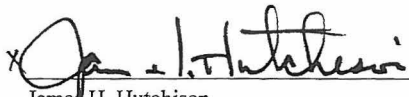
The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

NOW, THEREFORE, the undersigned owner(s) of working interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tracts 1 & 2.

J. H. HUTCHISON, INC., by:


James H. Hutchison
Title: President
Date: June 7, 2017

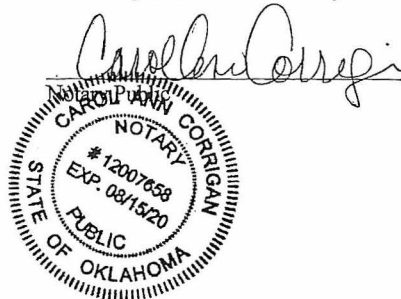
CORPORATE ACKNOWLEDGMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma) ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public in and for the County and State aforesaid, appeared James H. Hutchison, in the capacity of President of J. H. Hutchison, Inc., a Corporation duly organized, incorporated and existing under and by virtue of the Laws of the State of Oklahoma, who is personally known to me to be the same person who executed the above and foregoing instrument of writing, as such officer, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on June 7, 2017.

My Commission Expires: 08/15/2020
My Commission Number: 12007658



RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a working interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a working interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures; and

WHEREAS, each of the undersigned has previously executed an Operating Agreement for one or more tracts and each of the undersigned agrees that execution of a new Operating Agreement creates unnecessary paperwork; and

WHEREAS, the undersigned owner(s) hereby acknowledges that previously executed Operating Agreements shall collectively serve as UNIT OPERATING AGREEMENT, HARPER-JAMES WATERFLOOD UNIT, LANE COUNTY, KANSAS;

The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

NOW, THEREFORE, the undersigned owner(s) of working interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tracts 1 & 2

X Farron Leiker
Farron Leiker
X Amy Leiker
Amy Leiker
Date: X June 13, 2017

ACKNOWLEDGMENT

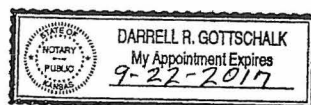
STATE OF KANSAS)
COUNTY OF ELLIS) ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came Farron Leiker and Amy Leiker, JTWROS, personally known to me to be the same persons who executed the foregoing instrument of writing, and they duly acknowledged the execution of the same for themselves and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on JUNE 13, 2017.

Darrell R. Gottschalk
Notary Public

My appointment expires:



RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a working interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a working interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures; and

WHEREAS, each of the undersigned has previously executed an Operating Agreement for one or more tracts and each of the undersigned agrees that execution of a new Operating Agreement creates unnecessary paperwork; and

WHEREAS, the undersigned owner(s) hereby acknowledges that previously executed Operating Agreements shall collectively serve as UNIT OPERATING AGREEMENT, HARPER-JAMES WATERFLOOD UNIT, LANE COUNTY, KANSAS;

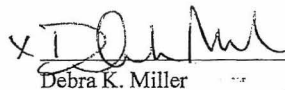
The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

NOW, THEREFORE, the undersigned owner(s) of working interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tracts 1 & 2

D. K. MILLER EXPLORATION, INC., by:



Debra K. Miller

Title: President

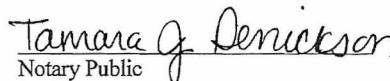
Date: 6/6/2017

CORPORATE ACKNOWLEDGMENT

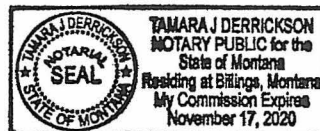
STATE OF Montana
COUNTY OF Yellowstone ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public in and for the County and State aforesaid, appeared Debra K. Miller, in the capacity of President of D. K. Miller Exploration, Inc., a Corporation duly organized, incorporated and existing under and by virtue of the Laws of the State of Montana, who is personally known to me to be the same person who executed the above and foregoing instrument of writing, as such officer, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on June 6, 2017.


Notary Public

My appointment expires: 11-17-2020



RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a working interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a working interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures; and

WHEREAS, each of the undersigned has previously executed an Operating Agreement for one or more tracts and each of the undersigned agrees that execution of a new Operating Agreement creates unnecessary paperwork; and

WHEREAS, the undersigned owner(s) hereby acknowledges that previously executed Operating Agreements shall collectively serve as UNIT OPERATING AGREEMENT, HARPER-JAMES WATERFLOOD UNIT, LANE COUNTY, KANSAS;

The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

NOW, THEREFORE, the undersigned owner(s) of working interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tracts 1 & 2

OMEGA INC., by:

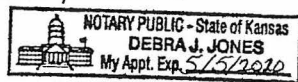
x Thomas Larson
Thomas Larson
Title: President
Date: X 6/5/17

CORPORATE ACKNOWLEDGMENT

STATE OF Kansas)
COUNTY OF Barton) ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public in and for the County and State aforesaid, appeared Thomas. Larson, in the capacity of President of Omega Inc., a Corporation duly organized, incorporated and existing under and by virtue of the Laws of the State of Kansas, who is personally known to me to be the same person who executed the above and foregoing instrument of writing, as such officer, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on 6/5/2017, 2017.



My appointment expires:

Debra J. Jones
Notary Public

RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a working interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a working interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures; and

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WHEREAS, the undersigned owner(s) hereby acknowledges that previously executed Operating Agreements shall collectively serve as UNIT OPERATING AGREEMENT, HARPER-JAMES WATERFLOOD UNIT, LANE COUNTY, KANSAS;

The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

NOW, THEREFORE, the undersigned owner(s) of working interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tracts 1 & 2

RIVENDELL RESOURCES, LLC, by:

x J Kyle Carter
J Kyle Carter
Title: Member
Date: June 6, 2017

ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF Oklahoma ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came J. Kyle Carter, Member of Rivendell Resources, LLC, a limited liability company of the State of Oklahoma, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said LLC, and he duly acknowledged the execution of the same for himself and for said LLC for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on June 6, 2017.

My Commission Expires: 12-15-2019
My Commission Number: 99019985



RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a working interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a working interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures; and

WHEREAS, each of the undersigned has previously executed an Operating Agreement for one or more tracts and each of the undersigned agrees that execution of a new Operating Agreement creates unnecessary paperwork; and

WHEREAS, the undersigned owner(s) hereby acknowledges that previously executed Operating Agreements shall collectively serve as UNIT OPERATING AGREEMENT, HARPER-JAMES WATERFLOOD UNIT, LANE COUNTY, KANSAS;

The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

NOW, THEREFORE, the undersigned owner(s) of working interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tracts 1 & 2

Attest:

Emily M. Wiser
Emily M. Wiser, Secretary

SCOUT EXPLORATION CORP., by:

J. Kyle Carter
J. Kyle Carter
Title: President
Date: June 6, 2017

CORPORATE ACKNOWLEDGMENT


STATE OF Oklahoma
COUNTY OF Okfuskee ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public in and for the County and State aforesaid, appeared J. Kyle Carter, in the capacity of President of Scout Exploration Corp., a Corporation duly organized, incorporated and existing under and by virtue of the Laws of the State of Oklahoma, who is personally known to me to be the same person who executed the above and foregoing instrument of writing, as such officer, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on June 6th, 2017.

My Commission Expires: 6-24-18
My Commission Number: 10005075

Kelly R. Ruark
Notary Public



RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a working interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a working interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures; and

WHEREAS, each of the undersigned has previously executed an Operating Agreement for one or more tracts and each of the undersigned agrees that execution of a new Operating Agreement creates unnecessary paperwork; and

WHEREAS, the undersigned owner(s) hereby acknowledges that previously executed Operating Agreements shall collectively serve as UNIT OPERATING AGREEMENT, HARPER-JAMES WATERFLOOD UNIT, LANE COUNTY, KANSAS;

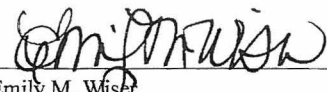
The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

NOW, THEREFORE, the undersigned owner(s) of working interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tracts 1 & 2

SKEM EXPLORATION, LLC, by:

x 
Emily M. Wiser
Title: Member
Date: x 06.06.2017

ACKNOWLEDGMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma) ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came Emily M. Wiser, Member of Skem Exploration, LLC, a limited liability company of the State of Oklahoma, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said LLC, and he duly acknowledged the execution of the same for himself and for said LLC for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on June 6th, 2017.

My Commission Expires: 10005075/6.24.18
My Commission Number: 6.2418/10005075


Notary Public

RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a royalty interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a royalty interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures;

The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

NOW, THEREFORE, the undersigned owner(s) of royalty interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tract 1

Cynthia A. Chiles GST Exempt Trust created
under the Delbert C. Harper Revocable Trust
dated February 23, 2012, by:

X Cynthia A. Chiles, Trustee
Cynthia A. Chiles, Trustee

Date: X 6-7-2017

ACKNOWLEDGMENT

STATE OF Colorado
COUNTY OF Jefferson ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public in and for the County and State aforesaid, appeared Cynthia A. Chiles, in her capacity as Trustee of the Cynthia A. Chiles GST Exempt Trust created under the Delbert C. Harper Revocable Trust dated February 23, 2012, personally known to me to be the same person(s) who executed the above and foregoing instrument of writing and who, in my presence, duly acknowledged the execution of the same, on behalf of said Trust.

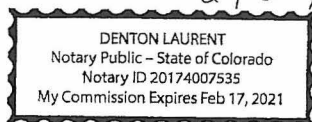
IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on
June 7th DL, 2017.

My appointment expires:

2/17/2017

2/21/21 DL

Denton Laurent
Notary Public



RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a royalty interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a royalty interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures;

The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

NOW, THEREFORE, the undersigned owner(s) of royalty interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tract 1

Celia H. Edwards GST Exempt Trust created
under the Delbert C. Harper Revocable Trust
dated February 23, 2012, by:

X Celia H. Edwards
Celia H. Edwards, Trustee

Date: X 6/09/2017

ACKNOWLEDGMENT

STATE OF SC)
COUNTY OF Anderson) ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public in and for the County and State aforesaid, appeared Celia H. Edwards, in her capacity as Trustee of the Celia H. Edwards GST Exempt Trust created under the Delbert C. Harper Revocable Trust dated February 23, 2012, personally known to me to be the same person(s) who executed the above and foregoing instrument of writing and who, in my presence, duly acknowledged the execution of the same, on behalf of said Trust.

6/9/ IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on
_____, 2017.

B. J. [Signature] 10/2022
Notary Public

My appointment expires:

RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a royalty interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a royalty interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures;

The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

NOW, THEREFORE, the undersigned owner(s) of royalty interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tract 1

X *Julia Leigh Neufeld*
Julia Leigh Neufeld

X *Gerhard Neufeld*
Gerhard Neufeld

Date: X 6-8-17

ACKNOWLEDGMENT

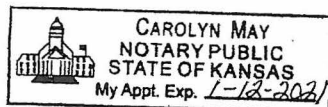
STATE OF Kansas
COUNTY OF Harvey ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public in and for the County and State aforesaid, appeared Julia Leigh Neufeld and Gerhard Neufeld, her husband, personally known to me to be the same person(s) who executed the above and foregoing instrument of writing and who, in my presence, duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on June 8, 2017.

Carolyn May
Notary Public

My appointment expires:



RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a royalty interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a royalty interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures;

The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

NOW, THEREFORE, the undersigned owner(s) of royalty interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tract 2

x Alan Eugene James
Alan Eugene James

x Marilyn L. James
Marilyn Louise James

Date: x 7-31-2017

ACKNOWLEDGMENT

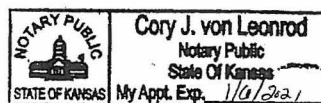
STATE OF Kansas)
COUNTY OF Lane) ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public in and for the County and State aforesaid, appeared Alan Eugene James and Marilyn Louise James, husband and wife, personally known to me to be the same person(s) who executed the above and foregoing instrument of writing and who, in my presence, duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on July 31, 2017.

[Signature]
Notary Public

My appointment expires: 1/6/2021



RATIFICATION AND APPROVAL OF UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled, "UNIT AGREEMENT, HARPER-JAMES WATERFLOOD UNIT (WFU), LANE COUNTY, KANSAS", dated May 18, 2017, provides that any owner of a royalty interest in and to any tract identified therein may approve such Agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that they are the owners of a royalty interest in and to one or more of the tracts identified in said Agreement, namely the tracts below identified opposite their respective signatures;

The undersigned owner(s) hereby acknowledges receipt of a full and true copy of the Unit Agreement.

NOW, THEREFORE, the undersigned owner(s) of royalty interest hereby approves the Unit Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his signature.

Tract 2

X John David James
John David James

X Vickie Louise James
Vickie Louise James

Date: X 6-23-17

ACKNOWLEDGMENT

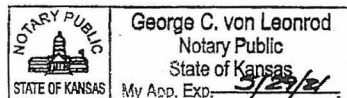
STATE OF KANSAS
COUNTY OF LANE ss:

BE IT REMEMBERED, that before me, the undersigned, a Notary Public in and for the County and State aforesaid, appeared John David James and Vickie Louise James, husband and wife, personally known to me to be the same person(s) who executed the above and foregoing instrument of writing and who, in my presence, duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my notarial seal on 6/23, 2017.

George C. von Leonrod
Notary Public

My appointment expires:



SEP 20 2017

CONSERVATION DIVISION
WICHITA, KS

UNIT AGREEMENT
HARPER-JAMES WATERFLOOD UNIT (WFU)
LANE COUNTY, KANSAS

THIS AGREEMENT, entered into as of May 18, 2017, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof:

WITNESSETH:

WHEREAS, in the interest of public welfare and to promote conservation, prevent waste and increase the ultimate recovery of oil, gas and associated minerals from the Wildcat Field in Lane County, Kansas, and to protect the correlative 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 Formation in order to conduct a secondary recovery, pressure maintenance, or other recovery programs 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 Unit Agreement, the terms herein contained shall have the following meaning:

Unit means the Harper-James WFU (Waterflood Unit).

Unit Area means the lands described by Tracts in Exhibit "A" and shown on Exhibit "B" as to which this Agreement becomes effective or to which it may be extended as herein provided.

Unitized Formation means the subsurface portion of the Unit Area generally occurring between the depths of 3960' and 4570' which includes the Lansing and Kansas City Groups, Pleasanton Group, Marmaton Group and Cherokee Group (specifically, the reservoir or common pool as recognized by the dual compensated porosity and dual induction logs run on Harper-James #1-22 on April 15, 2013, located 224' FNL & 1916' FWL of Section 22, Township 18 South, Range 29 West, 5th P.M., Lane County, Kansas, with the top of the Lansing Group being found at a depth of 3962' below the Kelly Bushing (-1159' subsea) and the base of Unitized Formations being found at a depth of 4566' below the Kelly Bushing (-1763' subsea))

Unitized Substances means all oil, gas, gaseous substances, sulfur 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.

Working Interest means an interest in Unitized Substances by virtue of a lease, operating agreement, declaration of pooling, fee title, or otherwise, including a carried interest, which interest is chargeable with and obligated to pay or bear, either in cash or out of production or otherwise, all or a portion of the cost of drilling, developing, producing, and operating the Unitized Formation.

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

Royalty Owner means a party hereto who owns a Royalty Interest.

Working Interest Owner means a party hereto who owns a Working Interest.

Tract means each parcel of land or well described as such and given a Tract number in Exhibit "A".

Unit Operating Agreement means the Agreement entitled "Unit Operating Agreement, Harper-

James Waterflood Unit, Lane County, Kansas”, of the same effective date as of the effective date of this Agreement, and which is entered into by Working Interest Owners.

Unit Operator means Larson Engineering, Inc. d/b/a Larson Operating Company designated by Working Interest Owners under the Unit Operating Agreement to develop and operate the Unitized Formation, acting as operator and not as a Working Interest Owner.

Tract Participation means the percentage shown on Exhibit “A” for allocating Unitized Substances to a particular Tract under this Agreement.

Unit Participation of each Working Interest Owner means the sum of the percentages obtained by multiplying the Working Interest of such Working Interest Owner in each Tract by the Tract Participation of such Tract.

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

Oil and Gas Rights means the right 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, as provided by any Oil and Gas Lease, Unitization Agreement and Declaration of Pooling, or other document affecting oil, gas or mineral rights and the exploration and production of them. This term includes the rights of Working Interest and Royalty Interest owners as herein defined.

Unit Operations means all operations conducted by Working Interest Owners or Unit Operator pursuant to this Agreement and the Unit Operating Agreement for or on account of the development and operation of the Unitized Formation for the production of Unitized Substances.

Unit Equipment means 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.

Unit Expense means all costs, expense, 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.

Person means any individual, corporation, partnership, common law or statutory trust, association of any kind, the State of Kansas, or any subdivision or agency thereof acting in a proprietary capacity, guardian, executor, administrator, fiduciary of any kind, or any entity capable of holding an interest in the Unitized Formation.

Singular and Plural – Gender. Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural include the singular, and the neuter gender include the masculine and the feminine.

Effective Date is the time and date this Agreement becomes effective as provided in Article 17.1

ARTICLE 2 EXHIBITS

Exhibits. Attached hereto are the following exhibits which are incorporated herein by reference:

Exhibit “A” which is a schedule that describes each Tract in the Unit Area and shows its Tract Participation.

Exhibit “B” which is a map that shows the boundary lines of the Unit Area and the Tracts therein.

Exhibit “C” which is a list of Oil and Gas Leases within the Unit Area.

2.1 Reference to Exhibits. When reference herein is made to an exhibit, the reference is to the Exhibit as originally attached or, if revised, to the latest revision.

2.2 Exhibits Considered Correct. An exhibit shall be considered to be correct until revised as herein provided.

2.3 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 or working interest ownership on the effective date hereof, should be divided into more than one Tract, or that any mechanical miscalculation has been made, Unit Operator, with the approval of Working Interest Owners as provided in the Unit Operating Agreement, 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 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 Working Interest Owners and set forth in the revised exhibit.

2.4 Filing Revised Exhibits. If an exhibit is revised pursuant to this Agreement, Unit Operator shall certify and file the revised exhibit for record in the County in which this Agreement is filed.

ARTICLE 3 CREATION AND EFFECT OF UNIT

3.1 Oil and Gas Rights Unitized. Subject to the provisions of this Agreement, all Oil and Gas Rights of Royalty Owners in and to the lands described in Exhibit "A", and all Oil and Gas Rights of Working Interest Owners in and to said lands as provided by Oil and Gas Leases, prior Unitization Agreements and Declarations of Pooling or any other Agreements or Documents that affect Oil and Gas Rights of the Royalty and Working Interest Owners, are hereby unitized insofar as the respective Oil and Gas Rights pertain to the Unitized Formation, so that operations may be conducted as if the Unitized Formation had been included in a single lease executed by all Royalty Owners, as lessors, in favor of all Working Interest Owners, as lessees, and as if the lease had been subject to 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 the Working Interest Owners. The rights and interests therein as among Working Interest Owners are covered by 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 covering the respective Tracts or the production therefrom are hereby amended to the extent necessary to make them conform to the provisions of this Unit Agreement, but otherwise shall remain in effect.

3.4 Continuation of Leases and Term Interests. Operations, including drilling operations, conducted with respect to the Unitized Formation on any part of the Unit Area, or production from any part of the Unitized Formation, except for the purpose of determining payments to Royalty Owners, shall be considered as operations upon or production from each Tract, and such operations or production shall continue in effect on each lease or term mineral or royalty interest as to all lands and formations covered thereby just as if such operations had been conducted and a well had been drilled on and was producing from each Tract.

3.5 Titles Unaffected by Unitization. Nothing herein shall be construed to result in the transfer of title to the Oil and Gas Rights by any party hereto to any party or to Unit Operator. The

intention is to provide for the cooperative development and operation of the Tracts for the sharing of Unitized Substances as herein provided.

3.6 Injection Rights. Royalty Owners hereby grant unto Working Interest Owners the right to inject into the Unitized Formation any substances in whatever amounts Working Interest Owners deem expedient for Unit Operations, including the right to drill and maintain injection wells in the Unit Area and to use producing or abandoned oil or gas wells or any dry hole that was drilled for oil and gas for such purposes or for production or water supply purposes.

3.7 Development Obligation. Nothing herein shall relieve Working Interest Owners from the obligation to develop reasonably as a whole the lands and leases committed hereto.

ARTICLE 4 PLAN OF OPERATIONS

4.1 Unit Operator. Working Interest Owners are, as of the effective date of this Agreement, entering into the Unit Operating Agreement designating Larson Engineering, Inc. d/b/a Larson Operating Company, as Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations. The operations 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 Operating Methods. 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 into the Unitized Formation, gas, water, or other fluids or combinations thereof deemed necessary or desirable to efficiently and economically increase the ultimate recovery of Unitized Substances.

4.3 Change of Operating Methods. 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.

ARTICLE 5 TRACT PARTICIPATION

5.1 Tract Participation. The Tract Participation for each Tract is shown on Exhibit "A" and is arrived at by mutual consent of all the Working Interest Owners and the Royalty Interest Owners.

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 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 Participation effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of whether it 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 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. Such distribution will be specifically subject to prior Unitization Agreements and Declarations of Pooling.

6.2.1 If the amount of production or the proceeds thereof accruing to any Royalty Owner in a Tract depends upon the average production per well or the average pipe line runs per well from such Tract during any period of time, then the production shall be determined from and after the effective date hereof by dividing the quantity of Unitized Substances allocated hereunder to such Tract during such period of time by the number of wells located thereon capable of producing as of the effective date hereof.

6.2.2 If any Oil and Gas Rights in a Tract are now or hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests 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.

ARTICLE 7 PRODUCTION AS OF THE EFFECTIVE DATE

7.1 Oil in Lease Tanks. Unit Operator shall gauge all lease and other tanks within the Unit Area to ascertain the amount of merchantable oil produced from the Unitized Formation in such tanks, above the pipe line connections, as of 7:00 a.m. on the effective date hereof. The oil that is a part of the prior allowable of the wells from which it was produced shall remain the property of the parties entitled thereto the same as if the Unit has not been formed. Any such oil not promptly removed may be sold by the Unit Operator for the account of the parties entitled thereto, subject to the payment of all royalties, overriding royalties, production payments, and all other payments under the provisions of the applicable lease or other contracts. The oil that is in excess of the prior allowable of the wells from which it was produced shall be regarded as Unitized Substances produced after the effective date hereof.

ARTICLE 8 USE OR LOSS OF UNITIZED SUBSTANCES

8.1 Use of Unitized Substances. Working Interest Owners may use as much of the Unitized Substances as they deem necessary 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 upon, or with respect to, Unitized Substances used or consumed in Unit Operations, or which otherwise may be lost or consumed in the production, handling, treating, transportation, or storing of Unitized Substances.

ARTICLE 9 TITLES

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

9.2 Royalty Interest Title. If title to a Royalty Interest fails, the party whose title failed shall not be entitled to share hereunder with respect to such interest.

9.3 Production Where Title is in Dispute. If 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 at the direction of Working Interest Owners shall 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 to the satisfaction of Working Interest Owners, whereupon the proceeds so impounded shall be paid to the party rightfully entitled thereto.

9.4 Title Information. Upon request of the Unit Operator, the Lessees of a Tract shall furnish and make available to the Unit Operator an abstract brought up to the date of the request, together with all other title information in the possession of such Lessees, affecting their title and that of their Royalty Owners to the Oil and Gas Rights in and to such Tract.

9.5 Warranty and Indemnity. Each person who may claim to own a Working Interest or Royalty Interest in and to any Tract or 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, except failure of title arising out of Unit Operations; provided that, such indemnity shall be limited to an amount equal to the net value that has been received from the sale or receipt of Unitized Substances attributed to the interest as to which title failed. Each failure of title will be deemed to be effective, insofar as this Plan of Unitization is concerned, as of the first day of the calendar month in which such failure is finally determined, and there shall be no retroactive adjustment of Unit expense or retroactive allocation of Unitized Substances or the proceeds therefrom as a result of title failure.

9.6 Payment of Taxes to Protect Title. The owners of (1) the surface rights to lands within the Unit Area, (2) the severed mineral or Royalty Interest in the lands, and (3) the improvements not utilized for Unit Operations, shall individually be responsible for the rendition and assessment for ad valorem tax purposes of all such property, and for payment of such taxes, except as otherwise provided in any contract or agreement between such owners and a Working Interest Owner. If any ad valorem taxes are not paid by any owner responsible therefore when due, Unit Operator may, with approval of Working Interest Owners, at any time prior to tax sale, or expiration of period of redemption after tax sale, pay the same, redeem such property, and discharge such tax liens as may arise through nonpayment. Any such payment shall be treated as an item of Unit Expense. Unit Operator shall, if possible, withhold from any proceeds derived from the sale of Unitized Substances otherwise due to any delinquent taxpayer or taxpayers an amount sufficient to defray the costs of such payment or redemption, such withholding to be credited to the joint account. Such withholding shall be without prejudice to any other remedy, either at law or at equity, which may be available for exercise by the Unit Operator or by the Working Interest Owners.

ARTICLE 10 EASEMENTS OR USE OF SURFACE

10.1 Grant of Easements. The parties hereto, to the extent of their rights and interests, hereby grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may reasonably be necessary for Unit Operations.

10.2 Use of Water. The Unit and Unit Operator shall have and are hereby granted free use of water from the Unit Area for Unit Operations, including the right to drill water supply wells, provided that Unit Operator shall not use water from any well, lake, pond, or irrigation ditch of a landowner. Unit and Unit Operator are not granted use of the Ogallala Aquifer or formations shallower than 500 feet subsurface.

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

ARTICLE 11 ENLARGEMENTS OF UNIT AREA

11.1 Enlargements of Unit Area. The Unit Area may be enlarged to include acreage reasonably proved to be productive of Unitized Substances, upon such terms as may be determined by Working Interest Owners, including but not limited to, the following:

11.1.1 The participation to be allocated to the acreage shall be reasonable, fair, and based on all available information.

11.1.2 There shall be no retroactive allocation or adjustment of operating expense or of interests in the Unitized Substances produced or proceeds thereof; however, this limitation shall not prevent an adjustment of investment, including intangible investment, by reason of the enlargement.

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 enlarged, and shall revise Exhibits "A", "B" and "C" accordingly.

11.3 Effective Date. The effective date of any enlargement of the Unit Area shall be 7:00 am on the first day of the calendar month following compliance with conditions for enlargement as specified by Working Interest Owners, approval of the enlargement by the appropriate governmental authority, if required, and the filing for record of revised Exhibits "A", "B" and "C" in the records of the County in which this agreement is recorded.

ARTICLE 12 CHANGE OF TITLE

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

12.2 Notice of Transfer. Any conveyance of all or any part of any interest owner by any party hereto with respect to any Tract shall be made expressly subject to this Agreement. No change of title shall be binding on the Unit Operator, or upon any party thereto other than the party so transferring, until the first day of the calendar month next succeeding the date of receipt by Unit Operator of a photocopy or a certified copy of the recorded instrument evidencing such change in ownership.

12.3 Waiver of Rights to Partition. Each Working Interest Owner hereto covenants that, during the existence of this Agreement, it will not resort to any action to partition the Unit Area, Unitized Formation, Unitized Substances or the Unit Equipment, and to that extent waives the benefits of all statutory and common laws authorizing such partition.

ARTICLE 13
RELATIONSHIP OF PARTIES

13.1 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 any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

13.2 No Sharing of Market. This Agreement is not intended to provide, and shall not be construed to provide, either directly or indirectly, for any cooperative refining, joint sale, or marketing of the Unitized Substances.

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

13.4 Information to Royalty Owners. Each Royalty Owner shall be entitled to all information in possession of Unit Operator to which such Royalty Owner is entitled by an existing agreement with any Working Interest Owner.

ARTICLE 14
GENERAL POWERS OF UNIT

14.1 General Powers of Unit. The Unit is authorized for the account of all owners of Oil and Gas Rights within the Unit Area, without profit to the Unit, to supervise and conduct the further development and operation of the Unit Area for the production of Oil and Gas from the Unitized Formation, pursuant to the Powers conferred and subject to the limitations imposed by the Laws and Statutes of the State of Kansas, or any amendments thereof, and by this Unit Agreement.

ARTICLE 15
LAWS AND REGULATIONS

15.1 Laws and Regulations. This Agreement shall be subject to the conservation laws of the State of Kansas; to the valid rules, regulations, and orders of the Corporation Commission of the State of Kansas; and to all other applicable federal, state, and municipal laws, rules; regulations and orders.

ARTICLE 16
FORCE MAJEURE

16.1 Force Majeure. All obligations imposed by this Agreement on each party, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a strike, 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 beyond reasonable control of the party. No party shall be required against its 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 17
EFFECTIVE DATE

17.1 Effective Date. This Agreement shall become binding upon each party as of the date such party signs the instrument by which it becomes a party hereto. This Agreement shall become

effective as of the Effective Date as established in Section 17.2 below, after this Agreement has been approved by the State Corporation Commission of the State of Kansas, or by unanimous approval of all Royalty Owners and ninety percent (90%) of Working Interest Owners.

17.2 Certificate of Effectiveness. Unit Operator shall file for record in the office or offices where a counterpart of this Agreement is recorded a certificate or notice specifying that the Agreement has become effective according to its terms and designating the effective date.

ARTICLE 18 TERM

18.1 Term. The term of this Agreement shall be for the time that Unitized Substances are produced in paying quantities and as long thereafter as Unit Operations are conducted without a cessation of more than one hundred eighty (180) consecutive days, unless sooner terminated by Working Interest Owners in the manner herein provided in the Unit Operating Agreement or by order of the Kansas Corporation Commission.

18.2 Termination by Working Interest Owners. This Agreement may be terminated by Working Interest Owners having a combined Unit Participation of at least sixty five percent (65%) whenever such Working Interest Owners determine that Unit Operations are no longer profitable or feasible as provided in the Unit Operating Agreement.

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, Unit Operations shall cease, and thereafter the parties shall be governed by the provisions of the leases and other instruments affecting the separate Tracts. Upon termination of this Agreement in the manner set out herein, the Royalty Owners hereby agree to a ninety (90) day extension of their leases and contracts covering the lands which were committed to the Unit Area to permit the lessees holding such lands to resume operations thereupon, and if so resumed, such lease or contract shall remain in force and effect in accordance with the provisions thereof.

18.4 Salvaging Equipment Upon Termination. If not otherwise granted by the leases or other instruments affecting each Tract unitized under this Agreement, Royalty Owners hereby grant Working Interest Owners a period of six (6) 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 as provided in either Section 18.1 or Section 18.2 above, the Unit Operator shall file for record in Lane County, Kansas, a certificate evidencing such termination.

ARTICLE 19 EXECUTION

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

19.2 Joinder in Dual Capacity. Execution as herein provided by any party as either a Working Interest Owner or a Royalty Interest Owner shall commit all interests that may be owned or controlled by such party.

ARTICLE 20
GENERAL

20.1 Amendments Affecting Working Interest Owners. Amendments hereto relating wholly to Working Interest Owners may be made if signed by all Working Interest Owners.

20.2 Lien of Unit Operator. Unit Operator shall have a lien upon the interests of Working Interest Owners in the Unit Area to the extent provided in the Unit Operating Agreement and the Laws of the State of Kansas.


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

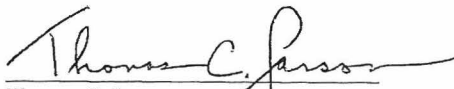
20.4 Creation of Carved Out Interest. If any Working Interest Owner shall, after executing this Agreement, create any overriding royalty, production payment or similar interest, hereafter referred to as "Carved Out Interest", out of its interest subject to this Agreement, such Carved Out Interest shall be subject to all the terms and provisions of this Agreement and Article 16.2 of the Unit Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement before a Notary Public by executing instruments attached hereto on the dates set out therein.

ATTEST:

"UNIT OPERATOR"
LARSON ENGINEERING, INC.
DBA LARSON OPERATING COMPANY

By: 
Carol S. Larson
Secretary/Treasurer


By: 
Thomas C. Larson
President

ACKNOWLEDGMENT

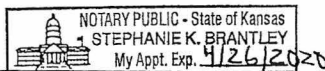
STATE OF KANSAS)
COUNTY OF BARTON) ss:

Be it remembered that on this 18th day of May, 2017, before me, the undersigned, a Notary Public, duly appointed, in and for the county and state aforesaid, came Thomas C. Larson, President of Larson Engineering, Inc., a corporation of the State of Kansas, personally known to me to be such officer and to be the same person who executed as such officer the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.


Notary Public

My Commission Expires: _____



Exhibits attached:

Exhibit "A" – Tracts and Tract Participation

Exhibit "B" – Map depicting Unit Boundary and Wells

Exhibit "C" – List of Oil and Gas Leases in Unit Area

Exhibit "A"

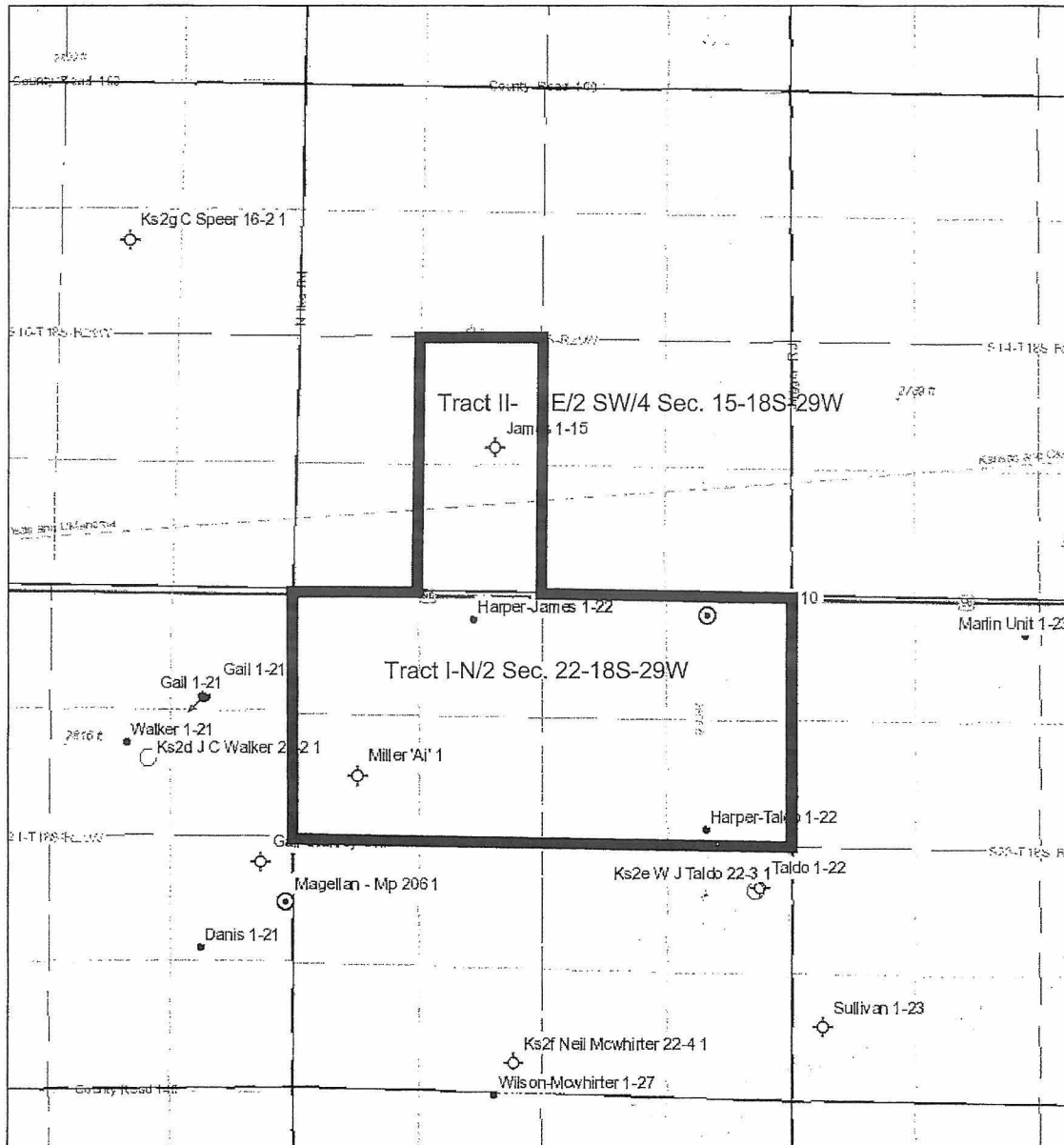
Harper-James WFU
Tract Allocation

	<u>Legal Description</u>	<u>Tract Participation</u>
Tract I	N/2 Sec. 22-18S-29W	67.00%
Tract II	E/2 SW/4 Sec. 15-18S-29W	33.00%

Exhibit "B"

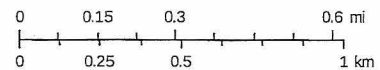
Harper-James WFU
Unit Area

Harper-James WFU



May 11, 17

1:18,056



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Kansas Geological Survey
<http://maps.kgs.ku.edu/ligas>

Exhibit "C"

Harper-James WFU
Oil and Gas Leases

Lessor: Delbert C. Harper and Joan E. Harper, husband and wife
Lessee: Scout Exploration Corp.
Date: June 3, 2008, and effective October 28, 2008
Recorded: Book 123, Page 54
Description: Township 18 South, Range 29 West
Section 22: NW/4
Lane County, Kansas

Lessor: Gerhard Neufeld and Julie Neufeld, husband and wife
Lessee: Scout Exploration Corp.
Date: June 3, 2008, and effective October 28, 2008
Recorded: Book 123, Page 56
Description: Township 18 South, Range 29 West
Section 22: NW/4
Lane County, Kansas

Lessor: Alan Eugene James and Marilyn Louise James, husband and wife; and John David James and Vickie Louise James, husband and wife
Lessee: Scout Exploration Corp.
Date: September 21, 2012
Recorded: Book 144, Page 16
Description: Township 18 South, Range 29 West
Section 15: E/2 SW/4
Lane County, Kansas

Lessor: Celia H. Edwards, Trustee of the Celia H. Edwards GST Exempt Trust created under the Delbert C. Harper Revocable Trust dated February 23, 2012
Lessee: Scout Exploration Corp.
Date: March 24, 2017
Recorded: Book 157, Page 193
Description: Township 18 South, Range 29 West
Section 22: NE/4
Lane County, Kansas

Lessor: Cynthia A. Chiles, Trustee of the Cynthia A. Chiles GST Exempt Trust created under the Delbert C. Harper Revocable Trust dated February 23, 2012
Lessee: Scout Exploration Corp.
Date: March 24, 2017
Recorded: Book 157, Page 195
Description: Township 18 South, Range 29 West
Section 22: NE/4
Lane County, Kansas

Lessor: Julia Leigh Neufeld and Gerhard Neufeld, wife and husband
Lessee: Scout Exploration Corp.
Date: March 24, 2017
Recorded: Book 157, Page 198
Description: Township 18 South, Range 29 West
Section 22: NE/4
Lane County, Kansas