

**BEFORE THE OIL AND GAS CONSERVATION COMMISSION  
OF THE STATE OF COLORADO**

IN THE MATTER OF THE APPLICATION OF  
MULL DRILLING COMPANY, INC. FOR AN  
ORDER ESTABLISHING THE METEOR UNIT  
FOR ENHANCED RECOVERY FROM THE FORT  
SCOTT AND THE MORROW FORMATIONS  
FOR CERTAIN DESCRIBED LANDS IN THE  
METEOR FIELD, LINCOLN COUNTY,  
COLORADO

CAUSE NO. 561

DOCKET NO. 171200\_\_\_\_\_

**APPLICATION**

Mull Drilling Company, Inc. (Operator No. 61250) ("Applicant"), by and through its undersigned attorneys, respectfully submits this Application to the Oil and Gas Conservation Commission of the State of Colorado (the "Commission") pursuant to §34-60-118, C.R.S., and the Commission's 400 Series Rules for an order establishing the Meteor Unit ("Unit") for the purpose of drilling and producing of wells from the Fort Scott Formation and the Morrow Formation ("Target Formations") covering certain described lands in the Meteor Field, Lincoln County, Colorado and in support of its Application states and alleges as follows:

1. Applicant is a corporation duly authorized to conduct business in the State of Colorado.
2. Applicant, along with its shareholders, own over 67% of the leasehold interests in the following described lands and the acreage encompassed therein:

Township 12 South, Range 52 West, 6<sup>th</sup> P.M.

Section 9: W $\frac{1}{2}$

Section 16: All

960 acres, more or less, Lincoln County, Colorado  
("Unit Area" or "Application Lands")

3. On May 1, 2017, the Commission entered Order No. 561-1 which established an approximate 960-acre unit for the Application Lands, for the purpose of unit development and the enhanced recovery of hydrocarbons from the Target Formations for the Unit Area pursuant to §34-60-118, C.R.S. and the Commission's 400 Series Rules and authorize operations for the Meteor Unit pursuant to the Unit Agreement and the Unit Operating Agreement.

4. Application intends to use the following existing wells as underground injection wells in order to enhance recovery from other existing wells in the Target Formation within the Unit and increase production from such wells.

<u>API Number</u>	<u>Current Well Name</u>	<u>Well Location</u>	<u>Status</u>
05-073-06304	Vick A #1-9	SE SW Section 9-T12S-R52W	PR

5. The existing wells that are capable of producing from the Target Formations within the Unit Area are as follows:

<u>API Number</u>	<u>Current Well Name</u>	<u>Well Location</u>	<u>Status</u>
05-073-06300	State-Meteor #1-16	SE NW Section 16-T12S-R52W	PR
05-073-06304	Vick A #1-9	SE SW Section 9-T12S-R52W	PR

6. Pursuant to §34-60-118, C.R.S., Applicant has obtained written approval of the Meteor Unit, from owners of more than eighty percent (80%) of the production or proceeds thereof that will be credited to interests which are free of cost, such as royalties and overriding royalties. Exhibit 1 to this Application is the Unit Agreement governing the Meteor Unit and the approval of more than 80% of the production or proceeds that thereof that will be credited to interests which are free of cost, as required in §34-60-118, C.R.S.

7. Pursuant to §34-60-118, C.R.S., Applicant has also obtained written approval of the Quiver Unit, from of those owners who will be required to pay at least eighty percent (80%) of the costs of the unit operation. Exhibit 2 to this Application is the signed Unit Operating Agreement governing the Meteor Unit and the approval of more than 80% of the working interest in the Meteor Unit, as required in §34-60-118, C.R.S.

8. The Applicant will be named the Operator of the Unit.

9. Based on the following, Applicant requests that the Meteor Unit be approved by the Commission according to Commission Order No. 560-1.

10. Pursuant to Commission Rule 401, a plat showing the Unit Area boundaries and wells upon the Unit Area is attached as Exhibit A.

11. Attached as Exhibit B is a list of the names of owners of record within one quarter (1/4) mile of the injection wells indicating whether they are surface owners, mineral interest owners, or working interest owners.

12. The names and addresses of the interested parties in this Application according to the information and belief of the Applicant are set forth in Exhibit C hereto. Copies of this Application without the exhibits were sent to such parties. However, such parties were notified that copies of the exhibits will be sent upon request.

13. Due to Applicant's plan to inject fluids in the Unit Area for enhanced recovery operations, this Application is required to set forth certain additional information pursuant to Rule 401.b.(4). Such additional information is attached hereto as Exhibit D.

14. Applicant requests that relief granted under this Application should be effective on oral order by the Commission, and Applicant hereby agrees to being bound by said oral order.

15. The granting of this Application is in accord with the Oil and Gas Conservation Act, found at §34-60-101, et seq., C.R.S., and the Commission Rules.

WHEREFORE, Applicant respectfully requests that this matter be set for hearing on December 11, 2017, that notice be given as required by law and that upon such hearing this Commission enter its order to:

A. Establish the Meteor Unit for production from the Target Formations pursuant to § 34-60-118, C.R.S and the Commission's 400 Series Rules.

B. Authorize operations for the Meteor Unit pursuant to the Unit Agreement and the Unit Operating Agreement.

C. Provide that relief granted under this Application be effective on oral order by the Commission, relying on the Applicant's desire to be bound by said oral order.

D. For such other finding and orders as the Commission may deem proper or advisable.

Dated: October 27, 2017.

Respectfully submitted:

**Mull Drilling Company, Inc.**

By: 

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Applicant's Address:

Mull Drilling Company, Inc.  
ATTN: Mark A. Shreve  
1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

VERIFICATION

STATE OF Kansas )  
 ) ss.  
COUNTY OF Sedgwick )

Mark A. Shreve, of lawful age, being first duly sworn upon oath, deposes and says that he the President/COO for Mull Drilling Company, Inc. and that he has read the foregoing Application and that the matters therein contained are true to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
Mark A. Shreve  
President/COO  
Mull Drilling Company, Inc.

Subscribed and sworn to before me this 27<sup>th</sup> day of October 2017.

Witness my hand and official seal.

[SEAL]



My commission expires: 10/25/18

  
\_\_\_\_\_  
Notary Public



## EXHIBIT 1

### UNIT AGREEMENT

#### METEOR UNIT

#### LINCOLN COUNTY, COLORADO

THIS AGREEMENT, entered into effective June 1, 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 the public welfare and to promote conservation and increase the ultimate recovery of oil, gas, and associated minerals from the Meteor Unit, in Lincoln County, Colorado, and to protect the rights of the owners of interest 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 program 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:

1.1 Unit means the Meteor Unit.

1.2 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.

1.3 Unitized Formation means that subsurface portion of the Unit Area generally occurring between depths of 5,950 feet and 6,780 feet, the top being the top of the Fort Scott formation and including all formations to the base of the Morrow Formation being the bottom and specifically as occurring between the depths of 5,950 feet and 6,695 feet in the State-Meteor #1-16 well, located in the center of the Southwest Quarter of the Northwest Quarter of Section 16, Township 12 South, Range 52 West, Lincoln County, Colorado.

1.4 Unitized Substances means 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.

1.5 Working Interest means an interest in Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, including a carried interest, which interest is chargeable with and obligated to pay 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.

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

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

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

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

1.10 Unit Operating Agreement means the agreement entitled "Unit Operating Agreement, Meteor Unit, Lincoln County, Colorado," of the same effective date as the effective date of this Agreement, and which is entered into by Working Interest Owners.

1.11 Unit Operator means the party 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.

1.12 Tract Participation means the percentage shown on Exhibit "A" for allocating Unitized Substances to a Tract under this Agreement.

1.13 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.

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

1.15 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; i.e., the term includes the rights of Working Interest and Royalty Interest owners as herein defined.

1.16 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.

1.17 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.

1.18 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.

1.19 Person means any individual, corporation, partnership, common law or statutory trust, association of any kind, the State of Colorado, 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.

1.20 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 includes the masculine and the feminine.

## ARTICLE 2

### EXHIBITS

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

2.1.1 Exhibit "A" which is a schedule that describes each Tract in the Unit Area and shows its Tract Participation and net revenue interest of owners by tract and unit.

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

2.2 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.

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

2.4 Correcting Errors. The shapes and descriptions of the respective Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse royalty 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 unanimous approval of only Working Interest Owners owning an interest in the affected tract, 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.

2.5 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, 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. No additional personal property will be placed on the Unit Area by individual working interest owners after the unit is formed, other than required equipment placed by Mull Drilling Company, Inc. The operator will remove or cause to be removed, equipment within 90 days after termination of the unit.

3.2 Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore 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 the Working Interest Owners or Unit Operator. 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 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 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 and 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 on 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.

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 Mull Drilling Company, Inc. 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." The Tract Participation is calculated according to the following formula:

50%-Current Oil Production (Based on 2016 calendar year)

50%-Cumulative Oil Production (Through 12/31/2016)

5.2 Relative Tract Participation. If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another. All parties owning an interest in the Unit will have to agree to an enlargement or reduction of the Unit.

## ARTICLE 6

### ALLOCATION OF UNITIZED SUBSTANCES

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

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 such 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.

6.3 Taking Unitized Substances in Kind. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Such parties shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided that they 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 receiving party. 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 whose Working Interest is subject to such Royalty Interest shall be entitled to take in kind such share of the Unitized Substances.

6.4 Failure to Take in Kind. If any party fails to take in kind or separately dispose of its share of Unitized Substances, Unit operator shall have the right, for the time being and subject to revocation at will by the party owning the share, to purchase for its own account or sell to others such share at not less than the posted price prevailing in the area and not less than the price Unit Operator receives for its share of Unitized Substances; provided that, all contracts of sale by Unit Operator of any other party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances. The proceeds of the Unitized Substances so disposed of by the Unit Operator shall be paid to the party entitled thereto.

6.5 Responsibility for Royalty Settlements. Any party receiving in kind or separately disposing of all or part of the Unitized Substances allocated to any Tract or receiving the proceeds therefrom shall be responsible for the payment thereof to the persons entitled thereto, and shall indemnify all parties hereto, including Unit Operator, against any liability for all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such Unitized Substances or the proceeds therefrom.

## 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 production 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.

#### 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 Owner 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 the title or right of any party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator at the direction of Working Interest Owners shall either:

(a) require that the party to whom such Unitized Substances are delivered or to whom the proceeds thereof are paid, furnish security for the proper accounting therefor to the rightful owner if the title or right of such party fails in whole or in part, or

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise 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 Interests 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 such 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 free use of surface or subsurface water from the Unit Area for Unit Operations, including the right to drill or use existing wells as water supply wells, except water from fresh water wells, irrigation wells, lakes, ponds or irrigation ditches of a Royalty Owner.

10.3 Surface Damages. Working Interest Owners shall pay the rightful owners who are parties to this agreement for damages to growing crops, timber, fences, improvements, and structures on the Unit Area that result from Unit Operations. Damages resulting from any unit operations will be paid within 30 days after completion of the operations from which such damages resulted.

#### 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 expenses 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" and "B" accordingly.

11.3 Effective Date. The effective date of any enlargement of the Unit Area shall be 7:00 A.M. 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" and "B" 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 party hereto covenants that, during the existence of this agreement, it will not resort to any action to partition the Unit Area or the Unit Equipment, and to that extent waives the benefits of all 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 anyone or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

13.2 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 Owner is otherwise so obligated.

13.3 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 OPERATOR

14.1 General Powers of Unit Operator. The Unit Operator is authorized for the account of all owners of Oil and Gas Rights within the Unit Area, consistent with the Unit Operating Agreement, 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 Colorado, 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 Colorado; to the valid rules, regulations, and orders of the Colorado Oil and Gas Conservation Commission; 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. Unless sooner terminated as provided in Section 17.2, the agreement shall become effective as of the Effective Date as established in Section 17.3 below, after this agreement has been approved by the Colorado Oil and Gas Conservation Commission.

17.2 Ipsa Facto Termination. If the requirements of Section 17.1 are not accomplished on or before November 1, 2017, this agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect, unless prior thereto Working Interest Owners owning a combined Unit Participation of at least sixty-five percent (65%) have become parties to this agreement and have decided to extend the termination date for a period not to exceed one (1) year. If the termination

date is so extended and the requirements of Section 17.1 are not accomplished on or before the extended termination date, this agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect. For the purpose of this section, Unit Participation shall be as shown on the original Exhibit "A" attached to the Unit Agreement.

17.3 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 ninety (90) consecutive days, unless sooner terminated by Working Interest Owners or Colorado Oil and Gas Conservation Commission in the manner herein provided.

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.

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 Lincoln County, Colorado, and with the Colorado Oil and Gas Conservation Commission if required by law, 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 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.

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 the Unit Operating Agreement.

## ARTICLE 21


### SUCCESSORS AND ASSIGNS

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

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

#### **UNIT OPERATOR**

MULL DRILLING COMPANY, INC.

By:   
Mark A. Shreve, President/COO

#### **UNIT NON-OPERATORS**

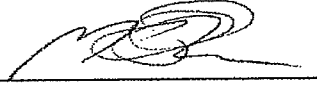
COLLINS PINE COMPANY

KATHERINE MCKENZIE MULL TRUST  
DATED MARCH 18, 1993

By:   
Eric Schooler, President/CEO

By:   
Lewis M. Mull, Trustee

SHREVE ENERGY, LLC

By:   
Mark A. Shreve, Manager

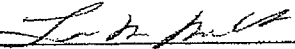
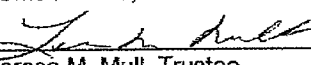
HONDROS OIL AND GAS LLC

By: \_\_\_\_\_  
John G. Hondros, Member


JFH INVESTMENT PROPERTIES,  
LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LEWIS M. MULL REVOCABLE TRUST  
DATED SEPTEMBER 5<sup>TH</sup>, 1995

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Lewis M. Mull, Trustee  
By:   
Teresa M. Mull, Trustee  
By: Lewis M. Mull, Attorney-in-Fact

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By:   
Jennifer A. Mull,  
Administrative Member


JM RESOURCES LLC

By:   
Jennifer A. Mull,  
Administrative Member

  
Michael L. Unruh

\_\_\_\_\_  
Michael L. Burns

ANDERCO, LLC

By:   
Steve C. Anderson, Manager

\_\_\_\_\_  
Nicholas A. Aliberti

SAENGER MINERAL TRUST DATED  
AUGUST 16, 2007

By: \_\_\_\_\_  
Richard J. Saenger, Trustee

ROBERT D. SWANN REVOCABLE TRUST  
DATED SEPTEMBER 11, 2003

By: \_\_\_\_\_  
Robert D. Swann, Trustee

FULLERTON EXPLORATION, LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

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By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_


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By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_


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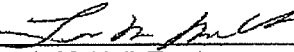
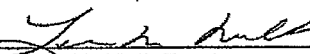
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John G. Hondros, Member

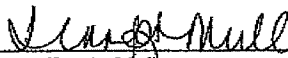
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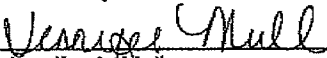
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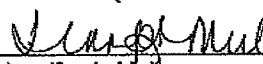
By:   
Name/Title: mgr

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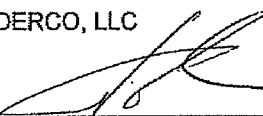
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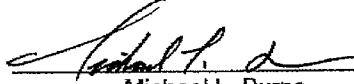
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Nicholas ~~X~~ Aliberti  
*O. Aliberti*

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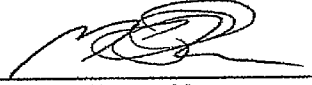
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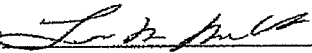
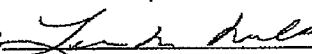
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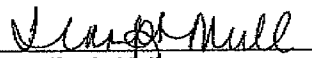
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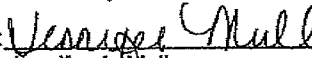
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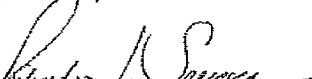
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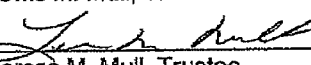
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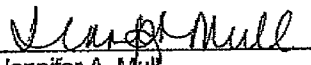
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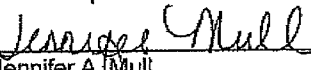
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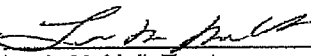
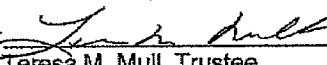
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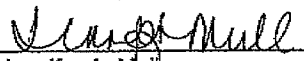
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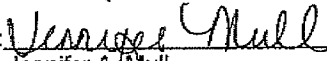
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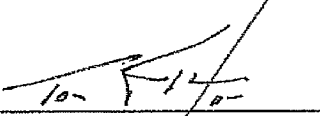
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FULLERTON EXPLORATION, LLC

By:   
Name/Title: Tom Fullerton, Manager

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By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

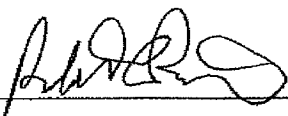
LIPIZZAN PETROLEUM CORPORATION

By:   
Name/Title: President, Robert C. Patten


LIPIZZAN PETROLEUM 2001 L.L.C.

By:   
Name/Title: Managing Member  
Robert C. Patten

LIPIZZAN PETROLEUM 2001 JOINT  
VENTURE G.P.

By:   
Name/Title: ~~Managing Member~~  
Robert C. Patten



  
D. Scott Mueller

Robert L. Eastham

DOROTHY PEET BANKERD TRUST    TREK AEC LLC

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

Name/Title: \_\_\_\_\_

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

Name/Title: \_\_\_\_\_

PRAIRIE MINERALS, LTD.

BARBARA J SWANN REVOCABLE TRUST  
DATED SEPTEMBER 19, 2003

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

Name/Title: \_\_\_\_\_

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

Barbara J. Swann, Trustee

\_\_\_\_\_  
Leon Vick

\_\_\_\_\_  
Taleen Vick

\_\_\_\_\_  
Vicki Lynn Rockhill

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

\_\_\_\_\_  
D. Scott Mueller

  
\_\_\_\_\_  
Robert L. Eastham

DOROTHY PEET BANKERD TRUST    TREK AEC LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

PRAIRIE MINERALS, LTD.

BARBARA J SWANN REVOCABLE TRUST  
DATED SEPTEMBER 19, 2003

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

By: \_\_\_\_\_  
Barbara J. Swann, Trustee

\_\_\_\_\_  
Leon Vick

\_\_\_\_\_  
Taleen Vick

\_\_\_\_\_  
Vicki Lynn Rockhill

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

\_\_\_\_\_  
D. Scott Mueller

\_\_\_\_\_  
Robert L. Eastham

DOROTHY PEET BANKERD TRUST    TREK AEC LLC

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

By: *[Signature]*

Name/Title: \_\_\_\_\_

Name/Title: CONRAD MIROCHNA, SUP OPERATIONS

PRAIRIE MINERALS, LTD.

BARBARA J SWANN REVOCABLE TRUST  
DATED SEPTEMBER 19, 2003

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

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

Name/Title: \_\_\_\_\_

Barbara J. Swann, Trustee

\_\_\_\_\_  
Leon Vick

\_\_\_\_\_  
Taleen Vick

\_\_\_\_\_  
Vicki Lynn Rockhill

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

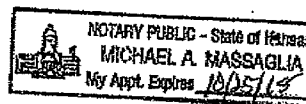
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

*[Signature]*  
Michael A. Massaglia, Notary Public

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

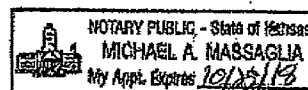


The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.

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

My Commission Expires:  
October 25, 2018

*[Signature]*  
Michael A. Massaglia, Notary Public



\_\_\_\_\_  
D. Scott Mueller

\_\_\_\_\_  
Robert L. Eastham

DOROTHY PEET BANKERD TRUST    TREK AEC LLC

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

PRAIRIE MINERALS, LTD.

BARBARA J SWANN REVOCABLE TRUST  
DATED SEPTEMBER 19, 2003

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

By: Barbara J. Swann, Trustee  
Barbara J. Swann, Trustee

Name/Title: \_\_\_\_\_

\_\_\_\_\_  
Leon Vick

\_\_\_\_\_  
Taleen Vick

\_\_\_\_\_  
Vicki Lynn Rockhill

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

\_\_\_\_\_  
D. Scott Mueller

\_\_\_\_\_  
Robert L. Eastham

DOROTHY PEET BANKERD TRUST    TREK AEC LLC

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

PRAIRIE MINERALS, LTD.

BARBARA J SWANN REVOCABLE TRUST  
DATED SEPTEMBER 19, 2003

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

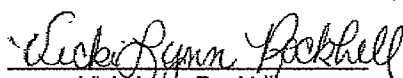
By: \_\_\_\_\_

Barbara J. Swann, Trustee

Name/Title: \_\_\_\_\_

\_\_\_\_\_  
Leon Vick

\_\_\_\_\_  
Taleen Vick

  
\_\_\_\_\_  
Vicki Lynn Rockhill

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

\_\_\_\_\_  
D. Scott Mueller

\_\_\_\_\_  
Robert L. Eastham

DOROTHY PEET BANKERD TRUST    TREK AEC LLC

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

PRAIRIE MINERALS, LTD.

BARBARA J SWANN REVOCABLE TRUST  
DATED SEPTEMBER 19, 2003

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

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

Name/Title: \_\_\_\_\_

Barbara J. Swann, Trustee

\_\_\_\_\_  
Leon Vick

\_\_\_\_\_  
Taleen Vick

\_\_\_\_\_  
Vicki Lynn Rockhill

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

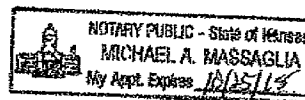
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

  
\_\_\_\_\_  
Michael A. Massaglia, Notary Public

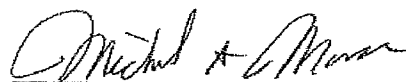
STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

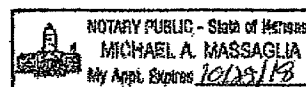


The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018

  
\_\_\_\_\_  
Michael A. Massaglia, Notary Public

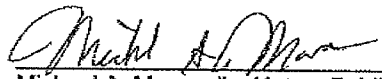


STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

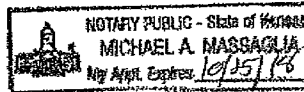
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Lewis M. Mull, Trustee of the Katherine McKenzie Mull Trust dated March 18, 1993.**

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

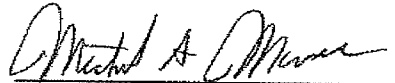
STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )



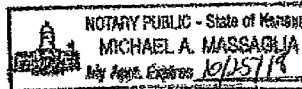
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Mark A. Shreve, as Manager of Shreve Energy, LLC**, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

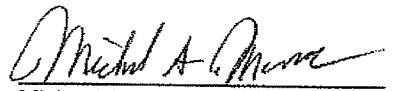
STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )



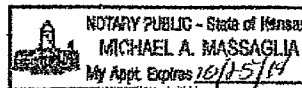
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Jennifer A. Mull as Administrative Member of J Properties, LLC**, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

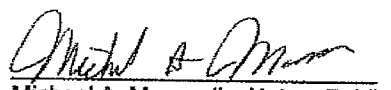
STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

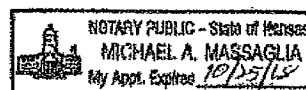


The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Jennifer A. Mull as Administrative Member of JM Resources, LLC**, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public



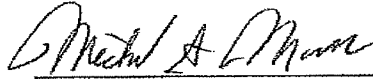


STATE OF KANSAS                    )  
  ) ss:  
COUNTY OF SEDGWICK            )

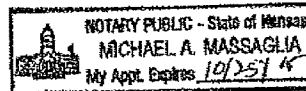
The foregoing instrument was acknowledged before me on this 13<sup>TH</sup> day of March, 2017, by **Eric Schooler, President/CEO of Collins Pine Company**, an Oregon corporation, on behalf of the corporation.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )



The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **John G. Hondros, Member of Hondros Oil and Gas, LLC.**, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of **JFH Investment Properties, LLC**, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF KANSAS                    )  
  ) ss:  
COUNTY OF SEDGWICK            )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Steve C. Anderson, Member of Anderco, LLC**, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

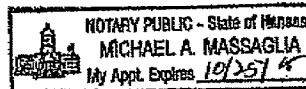
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Eric Schooler, President/CEO of Collins Pine Company, an Oregon corporation, on behalf of the corporation.

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

My Commission Expires:  
October 25, 2018

Michael A. Massaglia  
Michael A. Massaglia, Notary Public

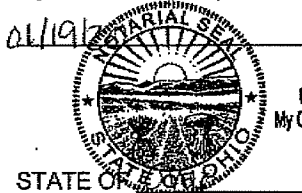
STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )



The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of March, 2017, by John G. Hondros, Member of Hondros Oil and Gas, LLC., on behalf of the company.

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

My Commission Expires:



Kimberly S. McCann  
Notary Public, State of Ohio  
My Commission Expires 01-18-2020

Kimberly S. McCann  
Notary Public

Printed Name Kimberly S. McCann

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF Franklin )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of JFH Investment Properties, LLC, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_

Notary Public

Printed Name \_\_\_\_\_

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Steve C. Anderson, Member of Anderco, LLC, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

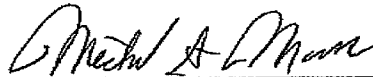
Michael A. Massaglia, Notary Public

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Eric Schooler, President/CEO of Collins Pine Company, an Oregon corporation, on behalf of the corporation.

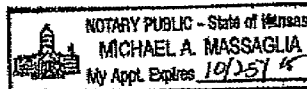
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:  
October 25, 2018



Michael A. Massaglia, Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )



The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by John G. Hondros, Member of Hondros Oil and Gas, LLC., on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_


STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgwick )

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of March, 2017, by J. Fred Hambright, Manager of JFH Investment Properties, LLC, on behalf of the company.

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

My Commission Expires:



  
Notary Public  
Printed Name Jane L. Hornback

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Steve C. Anderson, Member of Anderco, LLC, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

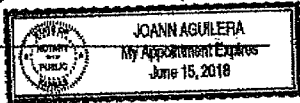
\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 16 day of March, 2017, by Richard J. Saenger, Trustee of the Saenger Mineral Trust dated August 16, 2007.

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

My Commission Expires:



Joann Aguilera  
Printed Name: Joann Aguilera Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Robert D. Swann, Trustee of the Robert D. Swann Revocable Trust dated September 11, 2003.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of Fullerton Exploration, LLC, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Richard J. Saenger, Trustee of the Saenger Mineral Trust dated August 16, 2007.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgwick )

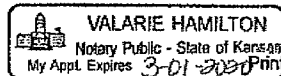
The foregoing instrument was acknowledged before me on this 17<sup>th</sup> day of March, 2017, by Robert D. Swann, Trustee of the Robert D. Swann Revocable Trust dated September 11, 2003.

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

My Commission Expires:

3-01-2020

Valarie Hamilton  
\_\_\_\_\_  
Notary Public  
Printed Name: Valarie Hamilton



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of Fullerton Exploration, LLC, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgwick )

The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of May, 2017, by Robert C. Pitter, President of Lippizan Petroleum Corporation, on behalf of the corporation.

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

My Commission Expires:

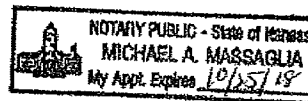
10/25/18

Michael A. Massaglia

Notary Public

Printed Name: Michael A. Massaglia

STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgwick )



The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of May, 2017, by Robert C. Pitter, Managing member, Lipizzan Petroleum 2001 L.L.C., on behalf of the company.

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

My Commission Expires:

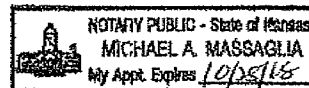
10/25/18

Michael A. Massaglia

Notary Public

Printed Name: Michael A. Massaglia

STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgwick )



The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of May, 2017, by Robert C. Pitter, Managing member, Lipizzan Petroleum 2001 Joint Venture G.P., on behalf of the partnership.

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

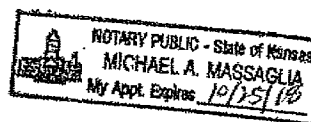
My Commission Expires:

10/25/18

Michael A. Massaglia

Notary Public

Printed Name: Michael A. Massaglia



STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledge before me this 23rd day of March, 2017, by **D. Scott Mueller**.

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

My Commission Expires:

5/26/19



[Signature]  
Notary Public  
Printed Name MICHAEL LEATHERS

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Barbara J. Swann, Trustee of the Barbara J. Swann Revocable Trust dated September 19, 2003.**

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

My Appointment Expires:

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Leon and Taleen Vick.**

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

My Appointment Expires:

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Robert L. Eastham.**

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

My Appointment Expires:

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **D. Scott Mueller**.

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this 15 day of March, 2017, by **Barbara J. Swann, Trustee of the Barbara J. Swann Revocable Trust dated September 19, 2003.**

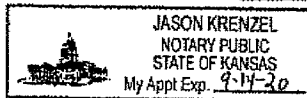
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Appointment Expires: September 14, 2020

\_\_\_\_\_  
Notary Public

Printed Name Jason Krenz

STATE OF Kansas )  
 ) ss.  
COUNTY OF Edgwick )



The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Leon and Taleen Vick**.

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

My Appointment Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Robert L. Eastham**.

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

My Appointment Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **D. Scott Mueller**.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Barbara J. Swann, Trustee of the Barbara J. Swann Revocable Trust dated September 19, 2003.**

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

My Appointment Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Leon and Taleen Vick**.

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

My Appointment Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

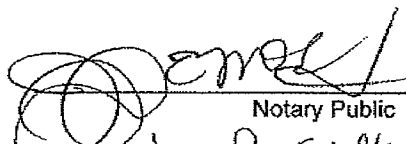
The foregoing instrument was acknowledge before me this 22 day of March, 2017, by **Robert L. Eastham**.

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

My Appointment Expires:

June 22, 2019

STATE OF CA )

  
\_\_\_\_\_  
Notary Public  
Printed Name Jennifer E. McElendon



COUNTY OF Franklin ) ss.

The foregoing instrument was acknowledge before me this 24<sup>th</sup> day of March, 2017, by **Vicki Lynn Rockhill**.

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

My Appointment Expires:

12-23-17

DEBORAH S. BECKSTEAD  
Notary Public, State of New York  
Reg. No. 01BE4990085  
Qualified in Franklin County  
My Commission Expires 12-23-17

Deborah Beckstead  
Notary Public  
Printed Name Deborahs Beckstead

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of **Prairie Minerals, LTD.**

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

My Commission Expires:

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of **Trek AEC, LLC**, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, **Trustee of the Dorothy Peet Bankerd Trust.**

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

My Commission Expires:

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Vicki Lynn Rockhill.

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

My Appointment Expires:

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of Prairie Minerals, LTD.

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

My Commission Expires:

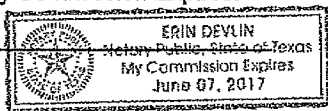
\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

STATE OF Texas )  
COUNTY OF Dallas ) ss:

The foregoing instrument was acknowledged before me on this 5<sup>th</sup> day of May, 2017, by Conrad Murching SVP operations of Trek AEC, LLC, on behalf of the company.

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

My Commission Expires:



Erin Devlin  
Notary Public  
Printed Name Erin Devlin

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, Trustee of the Dorothy Peet Bankerd Trust.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

STATE OF California )  
COUNTY OF San Bernardino ) ss.:

The foregoing instrument was acknowledged before me on this 21 day of  
March, 2017, by Nicholas A. Aliberti.

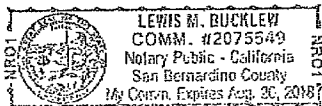
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year  
last above written.

My Commission Expires:

Aug 26, 2018

Lewis M. Bucklew  
Notary Public

Printed Name Lewis M. Bucklew



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Nicholas A. Aliberti**.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

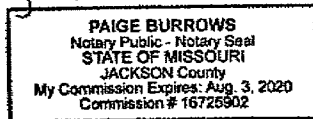
STATE OF Missouri )  
 ) ss:  
COUNTY OF Jackson )

The foregoing instrument was acknowledged before me on this 18 day of March, 2017, by **Michael L. Burns**.

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

My Commission Expires:

Aug 3, 2020



[Signature]  
Notary Public  
Printed Name: Paige Burrows

STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgewick )

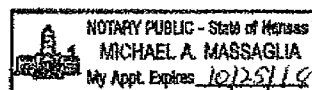
The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of March, 2017, by **Michael L. Unruh**.

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

My Commission Expires:

10/25/18

[Signature]  
Notary Public  
Printed Name: Michael A. Massaglia





STATE OF COLORADO  
STATE BOARD OF LAND COMMISSIONERS

Communitization Agreement No. 1362

THIS COMMUNITIZATION AGREEMENT ("Agreement") is entered into this 10th day of March 2017 ("Effective Date"), by and between the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), whose address is 1127 Sherman Street, Suite 300, Denver CO 80203, and Mull Drilling Company, Inc. ("Operator"), having an address of 1700 N Waterfront Parkway, Bldg. 1200, Wichita, Kansas 67206 together with the State Land Board Lessee(s) of record ("Lessee of Record") under the State Land Board oil and gas leases described in Exhibit A (each a "Lease" and collectively, the "Leases"), attached and incorporated herein.

I. DESCRIPTION OF THE COMMUNITIZED AREA

A. As a requirement of the Leases, the parties agree that the following lands located in Lincoln County, Colorado (collectively, the "Communitized Area"), shall be subject to the terms of this Agreement:

Subsection	Section	Township	Range
<u>W/2</u>	<u>09</u>	<u>12S</u>	<u>52W</u>
<u>All</u>	<u>16</u>	<u>12S</u>	<u>52W</u>
_____	_____	_____	_____
_____	_____	_____	_____

The Communitized Area is depicted on Exhibit B (Plat Map), which is attached and incorporated herein.

B. Any state trust lands that are part of any Lease, but fall outside the Communitized Area are specifically exempted from this Agreement (collectively, the "Outside Lands"), and may be separated into a new oil and gas lease with the State Land Board, as provided in the applicable Lease.

II. USE OF THE COMMUNITIZED AREA

A. The Leases require the Lessee of Record to obtain permission from the State Land Board prior to any inclusion of State Land Board-owned minerals, in whole or in part, as part of a pooling or communitization agreement. The Operator and Lessee of Record confirm that the state trust lands in the Communitized Area cannot be independently developed and operated, and that pooling or communitizing the Communitized Area is necessary to prevent waste and to facilitate economic development.

B. This Agreement protects the State Land Board's mineral interests, and provides for compliance with any drilling unit spacing orders, rules, and regulations of the Colorado Oil and Gas Conservation

Commission ("COGCC"). Copies of any spacing orders issued by the COGCC regarding the Communitized Area (if applicable) are attached hereto as Exhibit C and incorporated herein.

C. The use of the Communitized Area by the Operator shall be limited to the development and production of oil and gas minerals located in the Morrow Sand and Fort Scott formation underlying the Communitized Area.

D. All State Land Board-owned oil and gas minerals located within the Communitized Area and within the Morrow Sand and Fort Scott formation together with the non-State Land Board-owned acreage described in Section I.A and in Exhibit A are communitized and pooled upon the Effective Date for the duration of the Term of this Agreement (as defined in Section III.A).

E. The Operator shall be the sole operator of the Communitized Area, and all matters of operation shall be determined and performed by the Operator pursuant to the terms and provisions of this Agreement, and subject to the terms and conditions of all Leases which fall within the Communitized Area.

F. In the event of a conflict between the terms of this Agreement and a State Land Board Oil and Gas Lease, or between Leases which fall within the Communitized Area, the conflicting language shall be presented to the State Land Board for a final determination of controlling language. It is the State Land Board's intent to impose the strictest standards in conflicting situations.

### III. TERM

A. This Agreement is effective on the date of first production from the Communitized Area or the Effective Date, whichever occurs first, and the term shall be two years from that date subject to the covenants and agreements herein ("Initial Term"), and shall continue and automatically extend, unless terminated by the State Land Board for cause as defined in III.C or by the Operator pursuant to III.B, as long as:

1. Oil and/or gas is produced from the Communitized Area in paying quantities; or
2. There is a shut-in well capable of production located in the Communitized Area, as defined by the shut-in provision in the applicable Lease, and the appropriate shut-in royalty is timely paid.

The Initial Term plus any extensions of this Agreement shall be collectively referred to as the "Term."

B. The Operator may apply to the State Land Board to terminate this Agreement if:

1. The Operator is unable to obtain, or maintain as required, approval or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the operation of the Communitized Area as now or hereafter intended by the Operator; or
2. No production in paying quantities has occurred from the Communitized Area, and all COGCC requirements for abandoned wells or dry holes drilled within the Communitized Area have been fulfilled.

The State Land Board will review written applications and approve terminations if the Operator has sufficiently demonstrated items 1 and/or 2.

C. A breach or default of any Lease which apply to state trust lands included in the Communitized Area, or a breach of the terms of this Agreement shall constitute "cause" for termination of this Agreement by the State Land Board in its sole discretion. The State Land Board shall provide the Operator and Lessee of Record with written notice of any termination for cause.

D. The commencement, completion, continued operation, or production of a well or wells for oil and/or gas on the Communitized Area shall be construed and considered as the commencement,

completion, continued operation, or production on each and all of the state trust lands within and comprising said Communitized Area, and operations or production pursuant to this Agreement shall be deemed to be operations or production as to the state trust lands that are a part of any Lease which falls within the Communitized Area. As to all Outside Lands, the commencement, completion, continued operation, or production of a well or wells for oil and/or gas on the Communitized Area will not operate to extend the Lease as to the Outside Lands, and the portion of the Lease covering the Outside Lands will expire pursuant to the terms of such Lease.

E. The Initial Term of this Agreement will not in itself serve to extend the term of any Lease which would otherwise expire during the Initial Term.

IV. ROYALTY AND RENT

Royalties and annual rent payable to the State Land Board shall continue to be computed and paid based on the individual terms of the Lease or Leases which apply to state trust lands in the Communitized Area. The Communitized Area shall be developed and operated as a whole, and the State Land Board shall receive its pro rata share of production royalties calculated in accordance with its percentage of ownership listed on Exhibit A.

V. ASSIGNMENTS

This Agreement shall be binding on the parties hereto, their heirs, representatives, successors, and permitted assigns. The State Land Board must be notified of all successor Operators within 60 days of an assignment.

VI. SIGNATURES

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

The Operator, the Lessee of Record and the State Land Board, by their signatures below, agree to the terms of this Agreement.

OPERATOR:

Mull Drilling Company, Inc.

Entity/Operator Name

By: Mark A. Shreve, President/COO

[ name, title]

Signature:

Date: 3/10/17

LESSEE OF RECORD of Oil and Gas Lease No. [ 7488.1 ]:

Mull Drilling Company, Inc.

Entity/Operator Name

By: Mark A. Shreve, President/COO

[ name, title]

Signature:

Date: 3/10/17



LESSEE OF RECORD of Oil and Gas Lease No. [ ]:

\_\_\_\_\_  
Entity/Operator Name

By: \_\_\_\_\_  
[ name, title]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The State Land Board approves of this Communitization Agreement for the purposes of pooling or communitizing State Land Board minerals, pursuant to CRS 536-1-115, and in order to allow for compliance with any drilling unit spacing orders, rules, and regulations of the Colorado Oil and Gas Conservation Commission.

STATE LAND BOARD:

STATE OF COLORADO ACTING BY AND THROUGH THE  
STATE BOARD OF LAND COMMISSIONERS

By: Christel Koranda  
Christel Koranda, Program Manager

Date: 3/16/17



**EXHIBIT A**

**STATE LAND BOARD LEASE INFORMATION IN COMMUNITIZED AREA:**

State Lease No.	Lessee of Record	Lease Royalty Rate	Lease Acreage
7488.1	Mull Drilling Company, Inc.	1/8	640

The following details the acreage and ownership of oil and gas interests in the Communitized Area:

	ACRES	DESCRIPTION OF LAND	SECTION	TOWNSHIP	RANGE
STATE LAND BOARD	640	ALL	16	12S	52W
NON STATE OWNERSHIP	320	W/2	09	12S	52W

TOTAL ACRES IN THE COMMUNITIZED AREA: 960

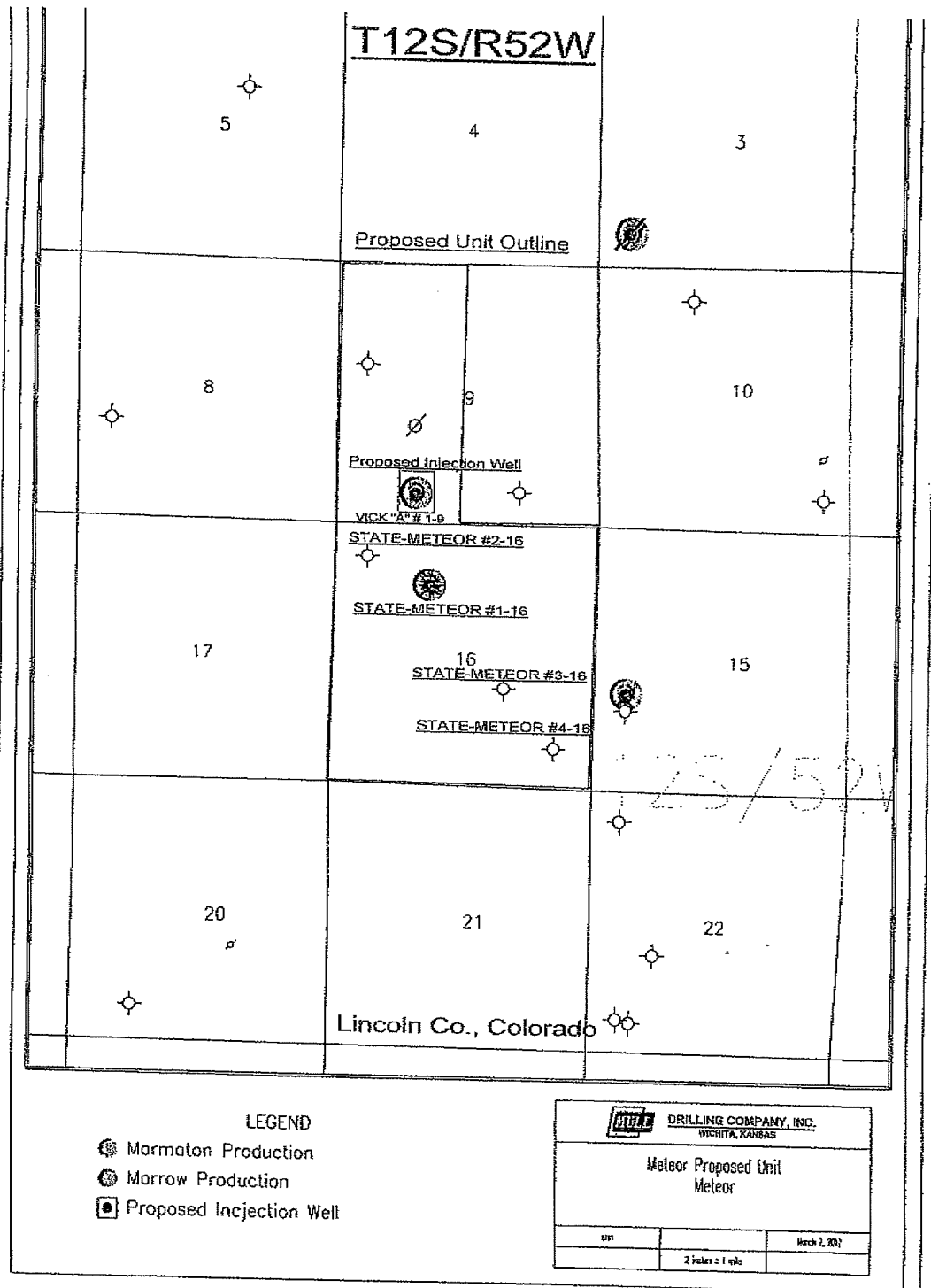
STATE LAND BOARD'S COMMUNITIZED AREA NRI: .07868901

CA «NETRANID»

640 + 320 = 960  
12S

10933333

Exhibit 'B'  
Meteor Unit



OPERATOR INFORMATION:

Operator Name: Mull Drilling Company, Inc.

Operator Address: 1700 N Waterfront Pkwy, Bldg. 1200

Wichita, KS 67206

Email Contact: mmassaglia@yahoo.com

Phone: 316-264-6366

**EXHIBIT C**  
**(COGCC SPACING ORDERS)**

## Exhibit 'A'

Attached to and made a part hereof that certain Meteor Unit Agreement dated  
effective June 1, 2017, by and between Mull Drilling Company, Inc. as Operator  
and Collins Pine Company, et al as Non-Operators

### Tract 1: W/2 Section 9-12S-52W

<u>Name</u>	<u>Type</u>	<u>NRI</u>	<u>Unit Participation</u>
MULL DRILLING COMPANY, INC.	WIO	0.00214160	0.00079344
LEWIS M MULL REVOCABLE TRUST	WIO	0.13524697	0.05010736
KATHERINE MCKENZIE MULL TRUST	WIO	0.05927278	0.02195985
COLLINS PINE COMPANY	WIO	0.22380280	0.08291623
ANDERCO LLC	WIO	0.01549511	0.00574075
ROBERT D SWANN REVOCABLE TRUST	WIO	0.00214160	0.00079344
SAENGER MINERAL TRUST	WIO	0.00428320	0.00158687
J PROPERTIES, LLC	WIO	0.03592290	0.01330900
SHREVE ENERGY LLC	WIO	0.03578364	0.01325741
JM RESOURCES LLC	WIO	0.02334988	0.00865085
FULLERTON EXPLORATION LLC	WIO	0.05039063	0.01866912
HONDROS OIL & GAS, LLC	WIO	0.03056747	0.01132488
JFH INVESTMENT PROPERTIES LLC	WIO	0.02519531	0.00933456
LIPIZZAN PETROLEUM CORPORATION	WIO	0.02519531	0.00933456
LIPIZZAN PETROLEUM 2001 LLC	WIO	0.01259766	0.00466728
LIPIZZAN PETROLEUM 2001 JOINT VENTU	WIO	0.01259766	0.00466728
TREK AEC LLC	WIO	0.10078125	0.03733823
NICHOLAS A ALIBERTI	RI	0.03125000	0.01157775
DOROTHY PEET BANKERD TRUST	RI	0.00128205	0.00047498
ROBERT L EASTHAM	RI	0.03750000	0.01389330
PRAIRIE MINERALS, LTD.	RI	0.08205128	0.03039901
J PROPERTIES, LLC	ORRI	0.00625000	0.00231555
MULL DRILLING COMPANY, INC.	ORRI	0.01041667	0.00385925
ANDERCO LLC	ORRI	0.00250000	0.00092622
ROBERT D SWANN REVOCABLE TRUST	ORRI	0.00437500	0.00162088
MICHAEL L UNRUH	ORRI	0.00287106	0.00106369
D SCOTT MUELLER	ORRI	0.00375000	0.00138933
SAENGER MINERAL TRUST	ORRI	0.00500000	0.00185244
J PROPERTIES, LLC	ORRI	0.00574211	0.00212738
MICHAEL L BURNS	ORRI	0.00287106	0.00106369
VICKI LYNN ROCKHILL	ORRI	0.00500000	0.00185244
BARBARA J SWANN REVOCABLE TRUST	ORRI	0.00437500	0.00162088
		<u>1.00000000</u>	<u>0.37048788</u>

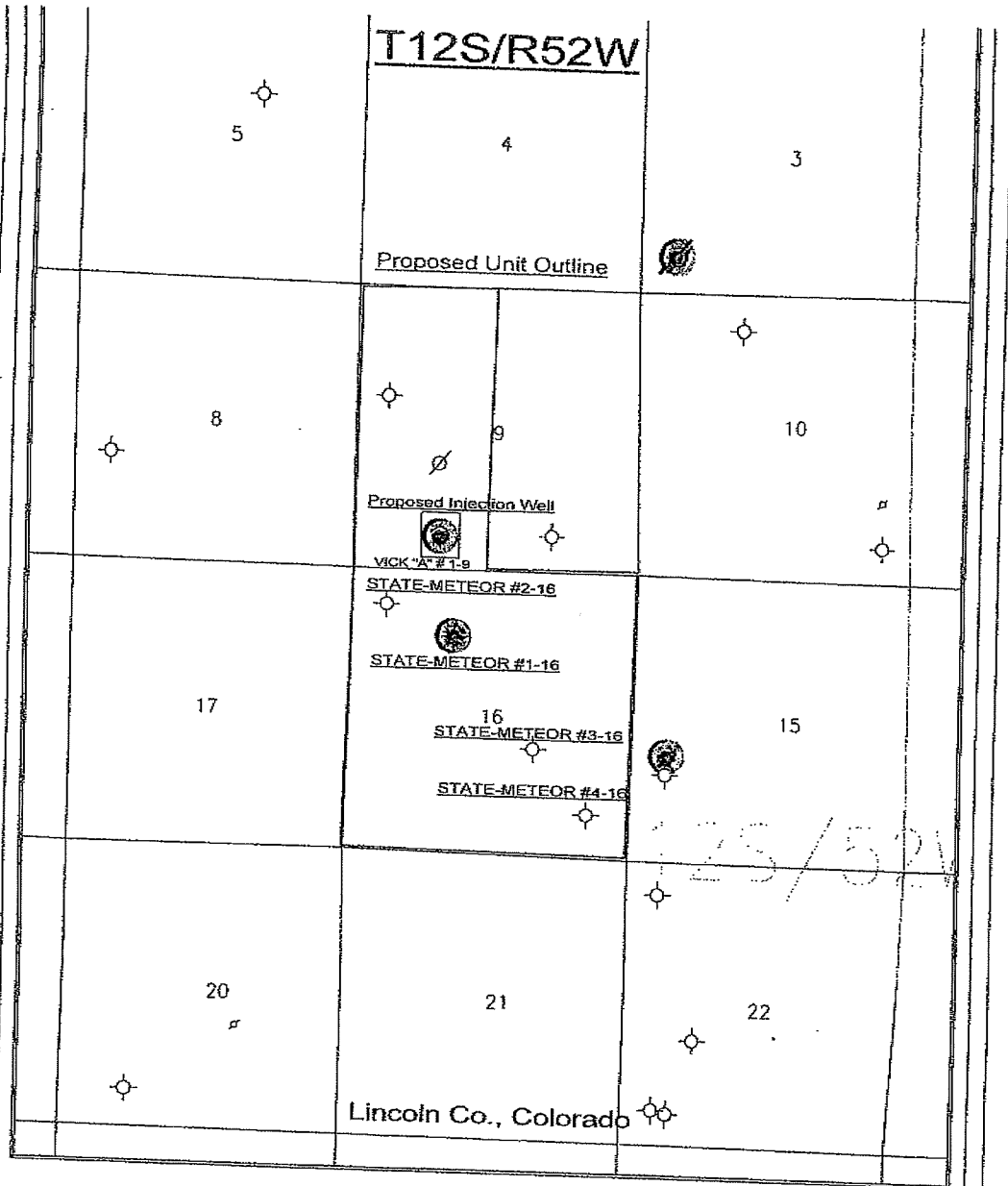
### Tract 2: All Section 16-12S-52W

<u>Name</u>	<u>Type</u>	<u>NRI</u>	<u>Unit Participation</u>
MULL DRILLING COMPANY, INC.	WIO	0.00206250	0.00129837
LEWIS M MULL REVOCABLE TRUST	WIO	0.13819729	0.08699687
KATHERINE MCKENZIE MULL TRUST	WIO	0.06057245	0.03813109
COLLINS PINE COMPANY	WIO	0.22871017	0.14397582
ANDERCO LLC	WIO	0.01546875	0.00973777
ROBERT D SWANN REVOCABLE TRUST	WIO	0.00206250	0.00129837
SAENGER MINERAL TRUST	WIO	0.00412500	0.00259674
J PROPERTIES, LLC	WIO	0.03671058	0.02310975
SHREVE ENERGY LLC	WIO	0.03537189	0.02226703
JM RESOURCES LLC	WIO	0.02386188	0.01502134
FULLERTON EXPLORATION LLC	WIO	0.05156250	0.03245922
HONDROS OIL & GAS, LLC	WIO	0.03407443	0.02145027
JFH INVESTMENT PROPERTIES LLC	WIO	0.02578125	0.01622961
LIPIZZAN PETROLEUM CORPORATION	WIO	0.02578125	0.01622961
LIPIZZAN PETROLEUM 2001 LLC	WIO	0.01289063	0.00811481
LIPIZZAN PETROLEUM 2001 JOINT VENTU	WIO	0.01289063	0.00811481
TREK AEC LLC	WIO	0.10312500	0.06491844
STATE OF COLORADO	RI	0.12500000	0.07868901
J PROPERTIES, LLC	ORRI	0.00750000	0.00472134
MULL DRILLING COMPANY, INC.	ORRI	0.01250000	0.00786890
ANDERCO LLC	ORRI	0.00300000	0.00188854
ROBERT D SWANN REVOCABLE TRUST	ORRI	0.00525000	0.00330494
MICHAEL L UNRUH	ORRI	0.00293783	0.00184940
D SCOTT MUELLER	ORRI	0.00450000	0.00283280
SAENGER MINERAL TRUST	ORRI	0.00600000	0.00377707
J PROPERTIES, LLC	ORRI	0.00587564	0.00369879
MICHAEL L BURNS	ORRI	0.00293783	0.00184940
VICKI LYNN ROCKHILL	ORRI	0.00600000	0.00377707
BARBARA J SWANN REVOCABLE TRUST	ORRI	0.00525000	0.00330494
		<u>1.00000000</u>	<u>0.62951212</u>

Meteor Unit Total All Tracts

<u>Name</u>	<u>Type</u>	<u>Unit Participation</u>
MULL DRILLING COMPANY, INC.	WIO	0.00209181
LEWIS M MULL REVOCABLE TRUST	WIO	0.13710423
KATHERINE MCKENZIE MULL TRUST	WIO	0.06009094
COLLINS PINE COMPANY	WIO	0.22689205
ANDERCO LLC	WIO	0.01547852
ROBERT D SWANN REVOCABLE TRUST	WIO	0.00209181
SAENGER MINERAL TRUST	WIO	0.00418361
J PROPERTIES, LLC	WIO	0.03641875
SHREVE ENERGY LLC	WIO	0.03552444
JM RESOURCES LLC	WIO	0.02367219
FULLERTON EXPLORATION LLC	WIO	0.05112834
HONDROS OIL & GAS, LLC	WIO	0.03277514
JFH INVESTMENT PROPERTIES LLC	WIO	0.02556417
LIPIZZAN PETROLEUM CORPORATION	WIO	0.02556417
LIPIZZAN PETROLEUM 2001 LLC	WIO	0.01278209
LIPIZZAN PETROLEUM 2001 JOINT VENTU	WIO	0.01278209
TREK AEC LLC	WIO	0.10225667
STATE OF COLORADO	RI	0.07868901
NICHOLAS A ALIBERTI	RI	0.01157775
DOROTHY PEET BANKERD TRUST	RI	0.00047498
ROBERT L EASTHAM	RI	0.01389330
PRAIRIE MINERALS, LTD.	RI	0.03039901
J PROPERTIES, LLC	ORRI	0.00703689
MULL DRILLING COMPANY, INC.	ORRI	0.01172815
ANDERCO LLC	ORRI	0.00281476
ROBERT D SWANN REVOCABLE TRUST	ORRI	0.00492582
MICHAEL L UNRUH	ORRI	0.00291309
D SCOTT MUELLER	ORRI	0.00422213
SAENGER MINERAL TRUST	ORRI	0.00562951
J PROPERTIES, LLC	ORRI	0.00582617
MICHAEL L BURNS	ORRI	0.00291309
VICKI LYNN ROCKHILL	ORRI	0.00562951
BARBARA J SWANN REVOCABLE TRUST	ORRI	0.00492582
		<u>1.00000000</u>

Exhibit 'B'  
Meteor Unit



LEGEND

- Marmaton Production
- ⊗ Morrow Production
- Proposed Injection Well

SULLY DRILLING COMPANY, INC. WICHITA, KANSAS		
Meteor Proposed Unit Meteor		
cm		March 7, 2011
2 inches = 1 mile		



## EXHIBIT 1

### UNIT AGREEMENT

#### METEOR UNIT

#### LINCOLN COUNTY, COLORADO

THIS AGREEMENT, entered into effective June 1, 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 the public welfare and to promote conservation and increase the ultimate recovery of oil, gas, and associated minerals from the Meteor Unit, in Lincoln County, Colorado, and to protect the rights of the owners of interest 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 program 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:

1.1 Unit means the Meteor Unit.

1.2 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.

1.3 Unitized Formation means that subsurface portion of the Unit Area generally occurring between depths of 5,950 feet and 6,780 feet, the top being the top of the Fort Scott formation and including all formations to the base of the Morrow Formation being the bottom and specifically as occurring between the depths of 5,950 feet and 6,695 feet in the State-Meteor #1-16 well, located in the center of the Southwest Quarter of the Northwest Quarter of Section 16, Township 12 South, Range 52 West, Lincoln County, Colorado.

1.4 Unitized Substances means 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.

1.5 Working Interest means an interest in Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, including a carried interest, which interest is chargeable with and obligated to pay 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.

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

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

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

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

1.10 Unit Operating Agreement means the agreement entitled "Unit Operating Agreement, Meteor Unit, Lincoln County, Colorado," of the same effective date as the effective date of this Agreement, and which is entered into by Working Interest Owners.

1.11 Unit Operator means the party 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.

1.12 Tract Participation means the percentage shown on Exhibit "A" for allocating Unitized Substances to a Tract under this Agreement.

1.13 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.

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

1.15 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; i.e., the term includes the rights of Working Interest and Royalty Interest owners as herein defined.

1.16 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.

1.17 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.

1.18 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.

1.19 Person means any individual, corporation, partnership, common law or statutory trust, association of any kind, the State of Colorado, 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.

1.20 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 includes the masculine and the feminine.

## ARTICLE 2

### EXHIBITS

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

2.1.1 Exhibit "A" which is a schedule that describes each Tract in the Unit Area and shows its Tract Participation and net revenue interest of owners by tract and unit.

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

2.2 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.

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

2.4 Correcting Errors. The shapes and descriptions of the respective Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse royalty 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 unanimous approval of only Working Interest Owners owning an interest in the affected tract, 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.

2.5 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, 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. No additional personal property will be placed on the Unit Area by individual working interest owners after the unit is formed, other than required equipment placed by Mull Drilling Company, Inc. The operator will remove or cause to be removed, equipment within 90 days after termination of the unit.

3.2 Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore 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 the Working Interest Owners or Unit Operator. 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 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 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 and 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 on 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.

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 Mull Drilling Company, Inc. 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." The Tract Participation is calculated according to the following formula:

50%-Current Oil Production (Based on 2016 calendar year)

50%-Cumulative Oil Production (Through 12/31/2016)

5.2 Relative Tract Participation. If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another. All parties owning an interest in the Unit will have to agree to an enlargement or reduction of the Unit.

## ARTICLE 6

### ALLOCATION OF UNITIZED SUBSTANCES

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

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 such 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.

6.3 Taking Unitized Substances in Kind. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Such parties shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided that they 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 receiving party. 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 whose Working Interest is subject to such Royalty Interest shall be entitled to take in kind such share of the Unitized Substances.

6.4 Failure to Take in Kind. If any party fails to take in kind or separately dispose of its share of Unitized Substances, Unit operator shall have the right, for the time being and subject to revocation at will by the party owning the share, to purchase for its own account or sell to others such share at not less than the posted price prevailing in the area and not less than the price Unit Operator receives for its share of Unitized Substances; provided that, all contracts of sale by Unit Operator of any other party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances. The proceeds of the Unitized Substances so disposed of by the Unit Operator shall be paid to the party entitled thereto.

6.5 Responsibility for Royalty Settlements. Any party receiving in kind or separately disposing of all or part of the Unitized Substances allocated to any Tract or receiving the proceeds therefrom shall be responsible for the payment thereof to the persons entitled thereto, and shall indemnify all parties hereto, including Unit Operator, against any liability for all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such Unitized Substances or the proceeds therefrom.

## 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 production 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.

#### 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 Owner 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 the title or right of any party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator at the direction of Working Interest Owners shall either:

(a) require that the party to whom such Unitized Substances are delivered or to whom the proceeds thereof are paid, furnish security for the proper accounting therefor to the rightful owner if the title or right of such party fails in whole or in part, or

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise 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 Interests 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 such 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 free use of surface or subsurface water from the Unit Area for Unit Operations, including the right to drill or use existing wells as water supply wells, except water from fresh water wells, irrigation wells, lakes, ponds or irrigation ditches of a Royalty Owner.

10.3 Surface Damages. Working Interest Owners shall pay the rightful owners who are parties to this agreement for damages to growing crops, timber, fences, improvements, and structures on the Unit Area that result from Unit Operations. Damages resulting from any unit operations will be paid within 30 days after completion of the operations from which such damages resulted.

#### 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 expenses 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" and "B" accordingly.

11.3 Effective Date. The effective date of any enlargement of the Unit Area shall be 7:00 A.M. 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" and "B" 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 party hereto covenants that, during the existence of this agreement, it will not resort to any action to partition the Unit Area or the Unit Equipment, and to that extent waives the benefits of all 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 anyone or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

13.2 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 Owner is otherwise so obligated.

13.3 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 OPERATOR

14.1 General Powers of Unit Operator. The Unit Operator is authorized for the account of all owners of Oil and Gas Rights within the Unit Area, consistent with the Unit Operating Agreement, 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 Colorado, 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 Colorado; to the valid rules, regulations, and orders of the Colorado Oil and Gas Conservation Commission; 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. Unless sooner terminated as provided in Section 17.2, the agreement shall become effective as of the Effective Date as established in Section 17.3 below, after this agreement has been approved by the Colorado Oil and Gas Conservation Commission.

17.2 Ipsa Facto Termination. If the requirements of Section 17.1 are not accomplished on or before November 1, 2017, this agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect, unless prior thereto Working Interest Owners owning a combined Unit Participation of at least sixty-five percent (65%) have become parties to this agreement and have decided to extend the termination date for a period not to exceed one (1) year. If the termination

date is so extended and the requirements of Section 17.1 are not accomplished on or before the extended termination date, this agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect. For the purpose of this section, Unit Participation shall be as shown on the original Exhibit "A" attached to the Unit Agreement.

17.3 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 ninety (90) consecutive days, unless sooner terminated by Working Interest Owners or Colorado Oil and Gas Conservation Commission in the manner herein provided.

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.

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 Lincoln County, Colorado, and with the Colorado Oil and Gas Conservation Commission if required by law, 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 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.

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 the Unit Operating Agreement.

## ARTICLE 21


### SUCCESSORS AND ASSIGNS

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

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

#### **UNIT OPERATOR**

MULL DRILLING COMPANY, INC.

By:   
Mark A. Shreve, President/COO

#### **UNIT NON-OPERATORS**

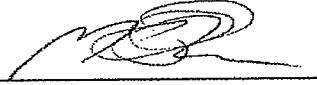
COLLINS PINE COMPANY

KATHERINE MCKENZIE MULL TRUST  
DATED MARCH 18, 1993

By:   
Eric Schooler, President/CEO

By:   
Lewis M. Mull, Trustee

SHREVE ENERGY, LLC

By:   
Mark A. Shreve, Manager

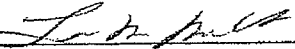
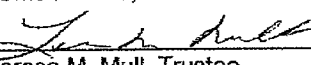
HONDROS OIL AND GAS LLC

By: \_\_\_\_\_  
John G. Hondros, Member


JFH INVESTMENT PROPERTIES,  
LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LEWIS M. MULL REVOCABLE TRUST  
DATED SEPTEMBER 5<sup>TH</sup>, 1995

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By:   
Teresa M. Mull, Trustee  
By: Lewis M. Mull, Attorney-in-Fact

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By:   
Jennifer A. Mull,  
Administrative Member


JM RESOURCES LLC

By:   
Jennifer A. Mull,  
Administrative Member

  
Michael L. Unruh

\_\_\_\_\_  
Michael L. Burns

ANDERCO, LLC

By:   
Steve C. Anderson, Manager

\_\_\_\_\_  
Nicholas A. Aliberti

SAENGER MINERAL TRUST DATED  
AUGUST 16, 2007

By: \_\_\_\_\_  
Richard J. Saenger, Trustee

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DATED SEPTEMBER 11, 2003

By: \_\_\_\_\_  
Robert D. Swann, Trustee

FULLERTON EXPLORATION, LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

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By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_


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By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_


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Name/Title: \_\_\_\_\_

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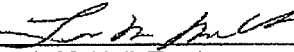
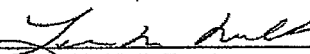
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John G. Hondros, Member

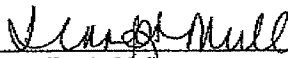
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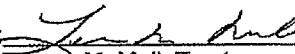
By: \_\_\_\_\_  
John G. Hondros, Member

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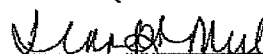
By:   
Name/Title: mgr

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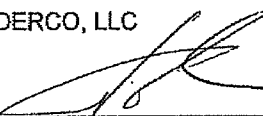
JM RESOURCES LLC

By:   
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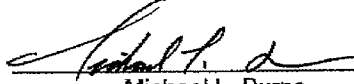
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*Nicholas O. Aliberti*  
\_\_\_\_\_  
Nicholas ~~X~~ Aliberti  
*O. Aliberti*

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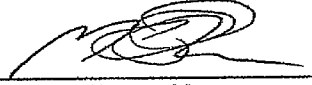
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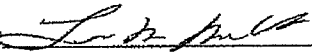
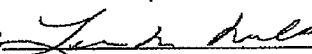
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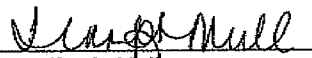
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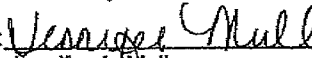
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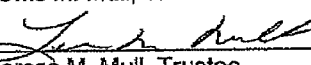
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By: \_\_\_\_\_  
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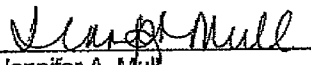
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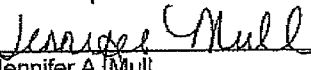
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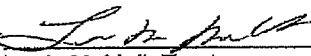
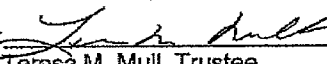
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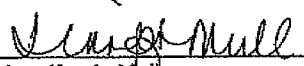
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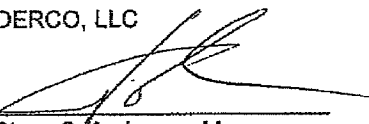
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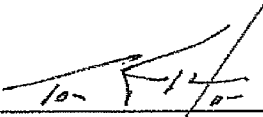
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Robert D. Swann, Trustee

FULLERTON EXPLORATION, LLC

By:   
Name/Title: Tom Fullerton, Manager

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Name/Title: \_\_\_\_\_

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Name/Title: \_\_\_\_\_

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Mark A. Shreve, Manager

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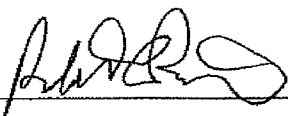
LIPIZZAN PETROLEUM CORPORATION


By:   
Name/Title: President, Robert C. Patten

LIPIZZAN PETROLEUM 2001 L.L.C.

By:   
Name/Title: Managing Member  
Robert C. Patten

LIPIZZAN PETROLEUM 2001 JOINT  
VENTURE G.P.

By:   
Name/Title: ~~President~~ Managing ~~Partner~~ Member  
Robert C. Patten

  
D. Scott Mueller

Robert L. Eastham

DOROTHY PEET BANKERD TRUST    TREK AEC LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

PRAIRIE MINERALS, LTD.

BARBARA J SWANN REVOCABLE TRUST  
DATED SEPTEMBER 19, 2003

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

By: \_\_\_\_\_  
Barbara J. Swann, Trustee

\_\_\_\_\_  
Leon Vick

\_\_\_\_\_  
Taleen Vick

\_\_\_\_\_  
Vicki Lynn Rockhill

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

\_\_\_\_\_  
D. Scott Mueller

  
\_\_\_\_\_  
Robert L. Eastham

DOROTHY PEET BANKERD TRUST    TREK AEC LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

PRAIRIE MINERALS, LTD.

BARBARA J SWANN REVOCABLE TRUST  
DATED SEPTEMBER 19, 2003

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

By: \_\_\_\_\_  
Barbara J. Swann, Trustee

\_\_\_\_\_  
Leon Vick

\_\_\_\_\_  
Taleen Vick

\_\_\_\_\_  
Vicki Lynn Rockhill

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

\_\_\_\_\_  
D. Scott Mueller

\_\_\_\_\_  
Robert L. Eastham

DOROTHY PEET BANKERD TRUST    TREK AEC LLC

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

By: *[Signature]*

Name/Title: \_\_\_\_\_

Name/Title: CONRAD MIROCHAK, SUP OPERATIONS

PRAIRIE MINERALS, LTD.

BARBARA J SWANN REVOCABLE TRUST  
DATED SEPTEMBER 19, 2003

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

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

Name/Title: \_\_\_\_\_

Barbara J. Swann, Trustee

\_\_\_\_\_  
Leon Vick

\_\_\_\_\_  
Taleen Vick

\_\_\_\_\_  
Vicki Lynn Rockhill

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF SEDGWICK )

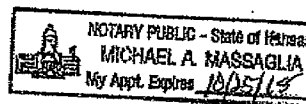
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

*[Signature]*  
Michael A. Massaglia, Notary Public

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF SEDGWICK )

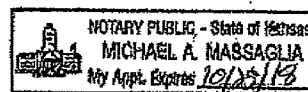


The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.

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

My Commission Expires:  
October 25, 2018

*[Signature]*  
Michael A. Massaglia, Notary Public





\_\_\_\_\_  
D. Scott Mueller

\_\_\_\_\_  
Robert L. Eastham

DOROTHY PEET BANKERD TRUST    TREK AEC LLC

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

PRAIRIE MINERALS, LTD.

BARBARA J SWANN REVOCABLE TRUST  
DATED SEPTEMBER 19, 2003

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

By: Barbara J. Swann, Trustee  
Barbara J. Swann, Trustee

Name/Title: \_\_\_\_\_

\_\_\_\_\_  
Leon Vick

\_\_\_\_\_  
Taleen Vick

\_\_\_\_\_  
Vicki Lynn Rockhill

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

\_\_\_\_\_  
D. Scott Mueller

\_\_\_\_\_  
Robert L. Eastham

DOROTHY PEET BANKERD TRUST    TREK AEC LLC

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

PRAIRIE MINERALS, LTD.

BARBARA J SWANN REVOCABLE TRUST  
DATED SEPTEMBER 19, 2003

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

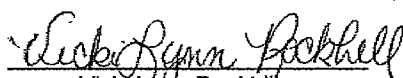
By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Barbara J. Swann, Trustee

\_\_\_\_\_  
Leon Vick

\_\_\_\_\_  
Taleen Vick

  
\_\_\_\_\_  
Vicki Lynn Rockhill

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

\_\_\_\_\_  
D. Scott Mueller

\_\_\_\_\_  
Robert L. Eastham

DOROTHY PEET BANKERD TRUST      TREK AEC LLC

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

PRAIRIE MINERALS, LTD.

BARBARA J SWANN REVOCABLE TRUST  
DATED SEPTEMBER 19, 2003

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

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

Name/Title: \_\_\_\_\_

Barbara J. Swann, Trustee

\_\_\_\_\_  
Leon Vick

\_\_\_\_\_  
Taleen Vick

\_\_\_\_\_  
Vicki Lynn Rockhill

STATE OF KANSAS      )  
                                      ) ss:  
COUNTY OF SEDGWICK )

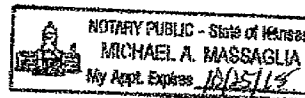
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

  
\_\_\_\_\_  
Michael A. Massaglia, Notary Public

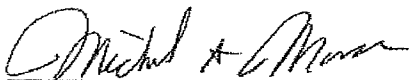
STATE OF KANSAS      )  
                                      ) ss:  
COUNTY OF SEDGWICK )

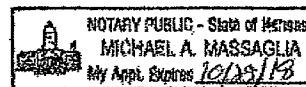


The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018

  
\_\_\_\_\_  
Michael A. Massaglia, Notary Public

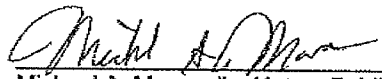


STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

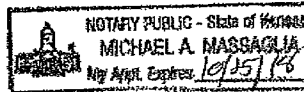
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Lewis M. Mull, Trustee of the Katherine McKenzie Mull Trust dated March 18, 1993.**

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

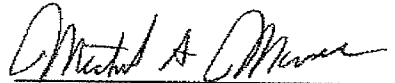
STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )



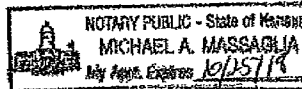
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Mark A. Shreve, as Manager of Shreve Energy, LLC**, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

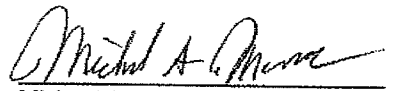
STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )



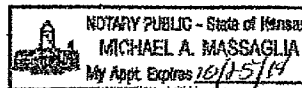
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Jennifer A. Mull as Administrative Member of J Properties, LLC**, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

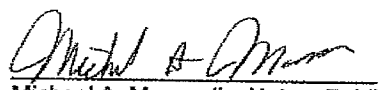
STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

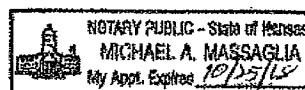


The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Jennifer A. Mull as Administrative Member of JM Resources, LLC**, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

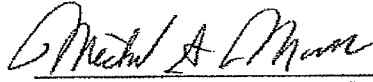


STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

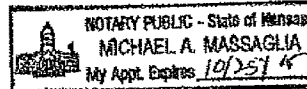
The foregoing instrument was acknowledged before me on this 13<sup>TH</sup> day of March, 2017, by **Eric Schooler, President/CEO of Collins Pine Company**, an Oregon corporation, on behalf of the corporation.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )



The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **John G. Hondros, Member of Hondros Oil and Gas, LLC.**, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of **JFH Investment Properties, LLC**, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Steve C. Anderson, Member of Anderco, LLC**, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

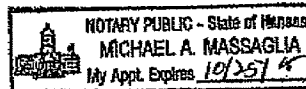
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Eric Schooler, President/CEO of Collins Pine Company, an Oregon corporation, on behalf of the corporation.

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

My Commission Expires:  
October 25, 2018

Michael A. Massaglia  
Michael A. Massaglia, Notary Public

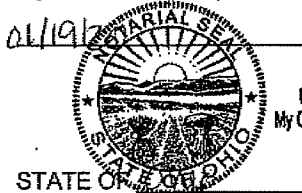
STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )



The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of March, 2017, by John G. Hondros, Member of Hondros Oil and Gas, LLC., on behalf of the company.

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

My Commission Expires:



Kimberly S. McCann  
Notary Public, State of Ohio  
My Commission Expires 01-18-2020

Kimberly S. McCann  
Notary Public

Printed Name Kimberly S. McCann

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF Franklin )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of JFH Investment Properties, LLC, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_

Notary Public

Printed Name \_\_\_\_\_

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Steve C. Anderson, Member of Anderco, LLC, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

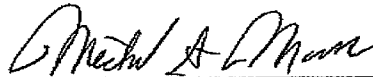
Michael A. Massaglia, Notary Public

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Eric Schooler, President/CEO of Collins Pine Company, an Oregon corporation, on behalf of the corporation.

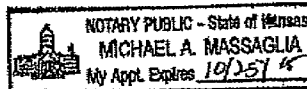
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:  
October 25, 2018



Michael A. Massaglia, Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )



The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by John G. Hondros, Member of Hondros Oil and Gas, LLC., on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

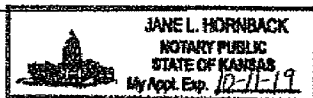
Printed Name \_\_\_\_\_

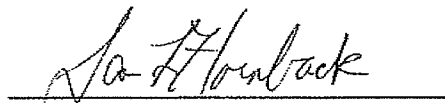
STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgwick )

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of March, 2017, by J. Fred Hambright, Manager of JFH Investment Properties, LLC, on behalf of the company.

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

My Commission Expires:



  
Notary Public  
Printed Name Jane L. Hornback

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Steve C. Anderson, Member of Anderco, LLC, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

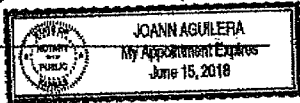
\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 16 day of March, 2017, by Richard J. Saenger, Trustee of the Saenger Mineral Trust dated August 16, 2007.

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

My Commission Expires:



Joann Aguilera  
Printed Name: Joann Aguilera Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Robert D. Swann, Trustee of the Robert D. Swann Revocable Trust dated September 11, 2003.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of Fullerton Exploration, LLC, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_



STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Richard J. Saenger, Trustee of the Saenger Mineral Trust dated August 16, 2007.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgwick )

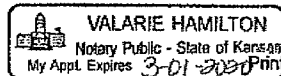
The foregoing instrument was acknowledged before me on this 17<sup>th</sup> day of March, 2017, by Robert D. Swann, Trustee of the Robert D. Swann Revocable Trust dated September 11, 2003.

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

My Commission Expires:

3-01-2020

Valarie Hamilton  
\_\_\_\_\_  
Notary Public  
Printed Name: Valarie Hamilton



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of Fullerton Exploration, LLC, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgwick )

The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of May, 2017, by Robert C. Pitter, President of Lippizan Petroleum Corporation, on behalf of the corporation.

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

My Commission Expires:

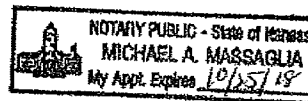
10/25/18

Michael A. Massaglia

Notary Public

Printed Name: Michael A. Massaglia

STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgwick )



The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of May, 2017, by Robert C. Pitter, Managing member, Lipizzan Petroleum 2001 L.L.C., on behalf of the company.

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

My Commission Expires:

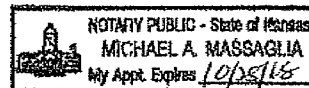
10/25/18

Michael A. Massaglia

Notary Public

Printed Name: Michael A. Massaglia

STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgwick )



The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of May, 2017, by Robert C. Pitter, Managing member, Lipizzan Petroleum 2001 Joint Venture G.P., on behalf of the partnership.

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

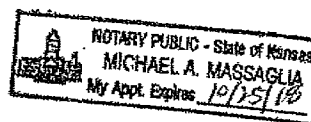
My Commission Expires:

10/25/18

Michael A. Massaglia

Notary Public

Printed Name: Michael A. Massaglia



STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledge before me this 23rd day of March, 2017, by **D. Scott Mueller**.

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

My Commission Expires:

5/26/19



[Signature]  
Notary Public  
Printed Name MICHAEL LEATHERS

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Barbara J. Swann, Trustee of the Barbara J. Swann Revocable Trust dated September 19, 2003.**

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

My Appointment Expires:

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Leon and Taleen Vick.**

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

My Appointment Expires:

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Robert L. Eastham.**

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

My Appointment Expires:

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **D. Scott Mueller**.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this 15 day of March, 2017, by **Barbara J. Swann, Trustee of the Barbara J. Swann Revocable Trust dated September 19, 2003.**

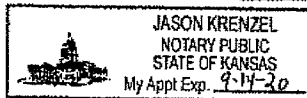
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Appointment Expires: September 14, 2020

\_\_\_\_\_  
Notary Public

Printed Name Jason Krenz

STATE OF Kansas )  
 ) ss.  
COUNTY OF Edgwick )



The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Leon and Taleen Vick**.

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

My Appointment Expires:

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Robert L. Eastham**.

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

My Appointment Expires:

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **D. Scott Mueller**.

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Barbara J. Swann, Trustee of the Barbara J. Swann Revocable Trust dated September 19, 2003.**

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

My Appointment Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Leon and Taleen Vick**.

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

My Appointment Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

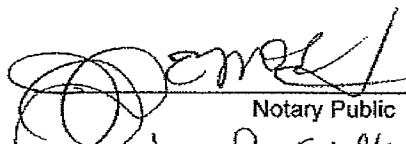
The foregoing instrument was acknowledge before me this 22 day of March, 2017, by **Robert L. Eastham**.

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

My Appointment Expires: \_\_\_\_\_

June 22, 2019

STATE OF CA )

  
\_\_\_\_\_  
Notary Public  
Printed Name Jennifer E. McElendon



COUNTY OF Franklin ) ss.

The foregoing instrument was acknowledge before me this 24<sup>th</sup> day of March, 2017, by **Vicki Lynn Rockhill**.

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

My Appointment Expires:

12-23-17

DEBORAH S. BECKSTEAD  
Notary Public, State of New York  
Reg. No. 01BE4990085  
Qualified in Franklin County  
My Commission Expires 12-23-17

Deborah Beckstead  
Notary Public  
Printed Name Deborahs Beckstead

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of **Prairie Minerals, LTD.**

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

My Commission Expires:

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of **Trek AEC, LLC**, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, **Trustee of the Dorothy Peet Bankerd Trust.**

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

My Commission Expires:

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Vicki Lynn Rockhill.

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

My Appointment Expires:

\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of Prairie Minerals, LTD.

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

My Commission Expires:

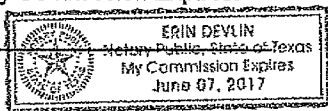
\_\_\_\_\_  
Notary Public  
Printed Name \_\_\_\_\_

STATE OF Texas )  
COUNTY OF Dallas ) ss:

The foregoing instrument was acknowledged before me on this 5<sup>th</sup> day of May, 2017, by Conrad Murching SVP operations of Trek AEC, LLC, on behalf of the company.

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

My Commission Expires:



Erin Devlin  
Notary Public  
Printed Name Erin Devlin

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, Trustee of the Dorothy Peet Bankerd Trust.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

STATE OF California )  
COUNTY OF San Bernardino ) ss.:

The foregoing instrument was acknowledged before me on this 21 day of  
March, 2017, by Nicholas A. Aliberti.

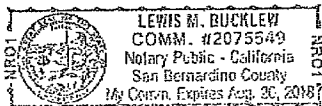
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year  
last above written.

My Commission Expires:

Aug 26, 2018

Lewis M. Bucklew  
Notary Public

Printed Name Lewis M. Bucklew





STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Nicholas A. Aliberti**.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

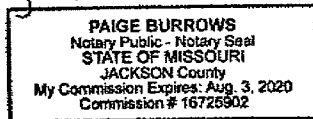
STATE OF Missouri )  
 ) ss:  
COUNTY OF Jackson )

The foregoing instrument was acknowledged before me on this 18 day of March, 2017, by **Michael L. Burns**.

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

My Commission Expires:

Aug 3, 2020



[Signature]  
Notary Public  
Printed Name: Paige Burrows

STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgewick )

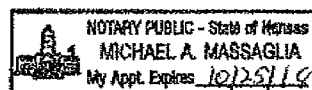
The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of March, 2017, by **Michael L. Unruh**.

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

My Commission Expires:

10/25/18

[Signature]  
Notary Public  
Printed Name: Michael A. Massaglia





STATE OF COLORADO  
STATE BOARD OF LAND COMMISSIONERS

Communitization Agreement No. 1362

THIS COMMUNITIZATION AGREEMENT ("Agreement") is entered into this 10<sup>th</sup> day of March 2017 ("Effective Date"), by and between the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), whose address is 1127 Sherman Street, Suite 300, Denver CO 80203, and Mull Drilling Company, Inc. ("Operator"), having an address of 1700 N Waterfront Parkway, Bldg. 1200, Wichita, Kansas 67206 together with the State Land Board Lessee(s) of record ("Lessee of Record") under the State Land Board oil and gas leases described in Exhibit A (each a "Lease" and collectively, the "Leases"), attached and incorporated herein.

I. DESCRIPTION OF THE COMMUNITIZED AREA

A. As a requirement of the Leases, the parties agree that the following lands located in Lincoln County, Colorado (collectively, the "Communitized Area"), shall be subject to the terms of this Agreement:

Subsection	Section	Township	Range
<u>W/2</u>	<u>09</u>	<u>12S</u>	<u>52W</u>
<u>All</u>	<u>16</u>	<u>12S</u>	<u>52W</u>
_____	_____	_____	_____
_____	_____	_____	_____

The Communitized Area is depicted on Exhibit B (Plat Map), which is attached and incorporated herein.

B. Any state trust lands that are part of any Lease, but fall outside the Communitized Area are specifically exempted from this Agreement (collectively, the "Outside Lands"), and may be separated into a new oil and gas lease with the State Land Board, as provided in the applicable Lease.

II. USE OF THE COMMUNITIZED AREA

A. The Leases require the Lessee of Record to obtain permission from the State Land Board prior to any inclusion of State Land Board-owned minerals, in whole or in part, as part of a pooling or communitization agreement. The Operator and Lessee of Record confirm that the state trust lands in the Communitized Area cannot be independently developed and operated, and that pooling or communitizing the Communitized Area is necessary to prevent waste and to facilitate economic development.

B. This Agreement protects the State Land Board's mineral interests, and provides for compliance with any drilling unit spacing orders, rules, and regulations of the Colorado Oil and Gas Conservation

Commission ("COGCC"). Copies of any spacing orders issued by the COGCC regarding the Communitized Area (if applicable) are attached hereto as Exhibit C and incorporated herein.

C. The use of the Communitized Area by the Operator shall be limited to the development and production of oil and gas minerals located in the Morrow Sand and Fort Scott formation underlying the Communitized Area.

D. All State Land Board-owned oil and gas minerals located within the Communitized Area and within the Morrow Sand and Fort Scott formation together with the non-State Land Board-owned acreage described in Section I.A and in Exhibit A are communitized and pooled upon the Effective Date for the duration of the Term of this Agreement (as defined in Section III.A).

E. The Operator shall be the sole operator of the Communitized Area, and all matters of operation shall be determined and performed by the Operator pursuant to the terms and provisions of this Agreement, and subject to the terms and conditions of all Leases which fall within the Communitized Area.

F. In the event of a conflict between the terms of this Agreement and a State Land Board Oil and Gas Lease, or between Leases which fall within the Communitized Area, the conflicting language shall be presented to the State Land Board for a final determination of controlling language. It is the State Land Board's intent to impose the strictest standards in conflicting situations.

### III. TERM

A. This Agreement is effective on the date of first production from the Communitized Area or the Effective Date, whichever occurs first, and the term shall be two years from that date subject to the covenants and agreements herein ("Initial Term"), and shall continue and automatically extend, unless terminated by the State Land Board for cause as defined in III.C or by the Operator pursuant to III.B, as long as:

1. Oil and/or gas is produced from the Communitized Area in paying quantities; or
2. There is a shut-in well capable of production located in the Communitized Area, as defined by the shut-in provision in the applicable Lease, and the appropriate shut-in royalty is timely paid.

The Initial Term plus any extensions of this Agreement shall be collectively referred to as the "Term."

B. The Operator may apply to the State Land Board to terminate this Agreement if:

1. The Operator is unable to obtain, or maintain as required, approval or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the operation of the Communitized Area as now or hereafter intended by the Operator; or
2. No production in paying quantities has occurred from the Communitized Area, and all COGCC requirements for abandoned wells or dry holes drilled within the Communitized Area have been fulfilled.

The State Land Board will review written applications and approve terminations if the Operator has sufficiently demonstrated items 1 and/or 2.

C. A breach or default of any Lease which apply to state trust lands included in the Communitized Area, or a breach of the terms of this Agreement shall constitute "cause" for termination of this Agreement by the State Land Board in its sole discretion. The State Land Board shall provide the Operator and Lessee of Record with written notice of any termination for cause.

D. The commencement, completion, continued operation, or production of a well or wells for oil and/or gas on the Communitized Area shall be construed and considered as the commencement,

completion, continued operation, or production on each and all of the state trust lands within and comprising said Communitized Area, and operations or production pursuant to this Agreement shall be deemed to be operations or production as to the state trust lands that are a part of any Lease which falls within the Communitized Area. As to all Outside Lands, the commencement, completion, continued operation, or production of a well or wells for oil and/or gas on the Communitized Area will not operate to extend the Lease as to the Outside Lands, and the portion of the Lease covering the Outside Lands will expire pursuant to the terms of such Lease.

E. The Initial Term of this Agreement will not in itself serve to extend the term of any Lease which would otherwise expire during the Initial Term.

IV. ROYALTY AND RENT

Royalties and annual rent payable to the State Land Board shall continue to be computed and paid based on the individual terms of the Lease or Leases which apply to state trust lands in the Communitized Area. The Communitized Area shall be developed and operated as a whole, and the State Land Board shall receive its pro rata share of production royalties calculated in accordance with its percentage of ownership listed on Exhibit A.

V. ASSIGNMENTS

This Agreement shall be binding on the parties hereto, their heirs, representatives, successors, and permitted assigns. The State Land Board must be notified of all successor Operators within 60 days of an assignment.

VI. SIGNATURES

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

The Operator, the Lessee of Record and the State Land Board, by their signatures below, agree to the terms of this Agreement.

OPERATOR:

Mull Drilling Company, Inc.

Entity/Operator Name

By: Mark A. Shreve, President/COO

[ name, title]

Signature:

Date: 3/10/17

LESSEE OF RECORD of Oil and Gas Lease No. [ 7488.1 ]:

Mull Drilling Company, Inc.

Entity/Operator Name

By: Mark A. Shreve, President/COO

[ name, title]

Signature:

Date: 3/10/17

LESSEE OF RECORD of Oil and Gas Lease No. [ ]:

\_\_\_\_\_  
Entity/Operator Name

By: \_\_\_\_\_  
[ name, title]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The State Land Board approves of this Communitization Agreement for the purposes of pooling or communitizing State Land Board minerals, pursuant to CRS 536-1-115, and in order to allow for compliance with any drilling unit spacing orders, rules, and regulations of the Colorado Oil and Gas Conservation Commission.

STATE LAND BOARD:

STATE OF COLORADO ACTING BY AND THROUGH THE  
STATE BOARD OF LAND COMMISSIONERS

By: Christel Koranda  
Christel Koranda, Program Manager

Date: 3/16/17



**EXHIBIT A**

**STATE LAND BOARD LEASE INFORMATION IN COMMUNITIZED AREA:**

State Lease No.	Lessee of Record	Lease Royalty Rate	Lease Acreage
7488.1	Mull Drilling Company, Inc.	1/8	640

The following details the acreage and ownership of oil and gas interests in the Communitized Area:

	ACRES	DESCRIPTION OF LAND	SECTION	TOWNSHIP	RANGE
STATE LAND BOARD	640	ALL	16	12S	52W
NON STATE OWNERSHIP	320	W/2	09	12S	52W

TOTAL ACRES IN THE COMMUNITIZED AREA: 960

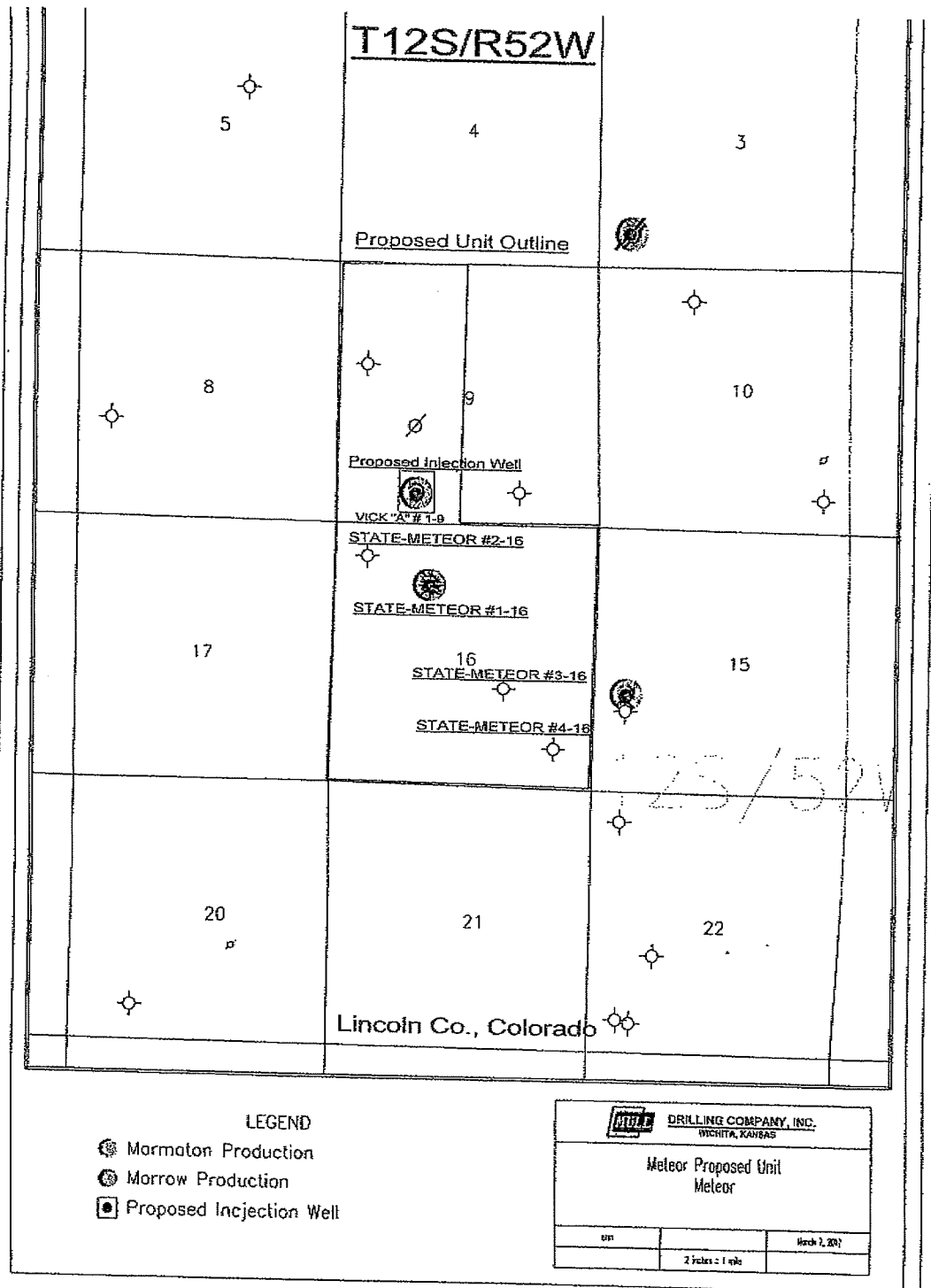
STATE LAND BOARD'S COMMUNITIZED AREA NRI: .07868901

CA «NETRANID»

640 + 320 = 960  
12S

10933333

Exhibit 'B'  
Meteor Unit



OPERATOR INFORMATION:

Operator Name: Mull Drilling Company, Inc.

Operator Address: 1700 N Waterfront Pkwy, Bldg. 1200

Wichita, KS 67206

Email Contact: mmassaglia@yahoo.com

Phone: 316-264-6366



**EXHIBIT C**  
**(COGCC SPACING ORDERS)**

## Exhibit 'A'

Attached to and made a part hereof that certain Meteor Unit Agreement dated  
effective June 1, 2017, by and between Mull Drilling Company, Inc. as Operator  
and Collins Pine Company, et al as Non-Operators

### Tract 1: W/2 Section 9-12S-52W

<u>Name</u>	<u>Type</u>	<u>NRI</u>	<u>Unit Participation</u>
MULL DRILLING COMPANY, INC.	WIO	0.00214160	0.00079344
LEWIS M MULL REVOCABLE TRUST	WIO	0.13524697	0.05010736
KATHERINE MCKENZIE MULL TRUST	WIO	0.05927278	0.02195985
COLLINS PINE COMPANY	WIO	0.22380280	0.08291623
ANDERCO LLC	WIO	0.01549511	0.00574075
ROBERT D SWANN REVOCABLE TRUST	WIO	0.00214160	0.00079344
SAENGER MINERAL TRUST	WIO	0.00428320	0.00158687
J PROPERTIES, LLC	WIO	0.03592290	0.01330900
SHREVE ENERGY LLC	WIO	0.03578364	0.01325741
JM RESOURCES LLC	WIO	0.02334988	0.00865085
FULLERTON EXPLORATION LLC	WIO	0.05039063	0.01866912
HONDROS OIL & GAS, LLC	WIO	0.03056747	0.01132488
JFH INVESTMENT PROPERTIES LLC	WIO	0.02519531	0.00933456
LIPIZZAN PETROLEUM CORPORATION	WIO	0.02519531	0.00933456
LIPIZZAN PETROLEUM 2001 LLC	WIO	0.01259766	0.00466728
LIPIZZAN PETROLEUM 2001 JOINT VENTU	WIO	0.01259766	0.00466728
TREK AEC LLC	WIO	0.10078125	0.03733823
NICHOLAS A ALIBERTI	RI	0.03125000	0.01157775
DOROTHY PEET BANKERD TRUST	RI	0.00128205	0.00047498
ROBERT L EASTHAM	RI	0.03750000	0.01389330
PRAIRIE MINERALS, LTD.	RI	0.08205128	0.03039901
J PROPERTIES, LLC	ORRI	0.00625000	0.00231555
MULL DRILLING COMPANY, INC.	ORRI	0.01041667	0.00385925
ANDERCO LLC	ORRI	0.00250000	0.00092622
ROBERT D SWANN REVOCABLE TRUST	ORRI	0.00437500	0.00162088
MICHAEL L UNRUH	ORRI	0.00287106	0.00106369
D SCOTT MUELLER	ORRI	0.00375000	0.00138933
SAENGER MINERAL TRUST	ORRI	0.00500000	0.00185244
J PROPERTIES, LLC	ORRI	0.00574211	0.00212738
MICHAEL L BURNS	ORRI	0.00287106	0.00106369
VICKI LYNN ROCKHILL	ORRI	0.00500000	0.00185244
BARBARA J SWANN REVOCABLE TRUST	ORRI	0.00437500	0.00162088
		1.00000000	0.37048788

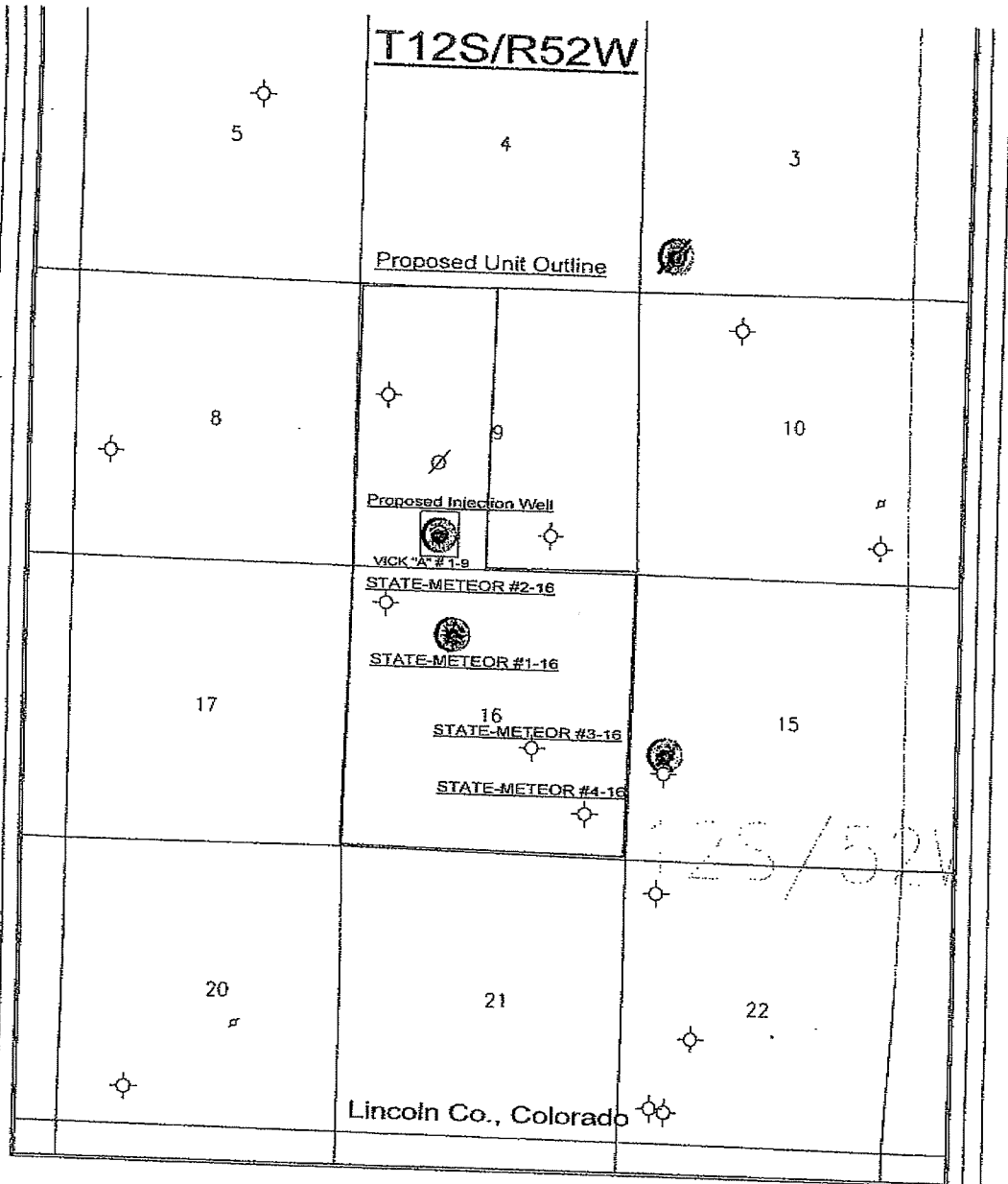
### Tract 2: All Section 16-12S-52W

<u>Name</u>	<u>Type</u>	<u>NRI</u>	<u>Unit Participation</u>
MULL DRILLING COMPANY, INC.	WIO	0.00206250	0.00129837
LEWIS M MULL REVOCABLE TRUST	WIO	0.13819729	0.08699687
KATHERINE MCKENZIE MULL TRUST	WIO	0.06057245	0.03813109
COLLINS PINE COMPANY	WIO	0.22871017	0.14397582
ANDERCO LLC	WIO	0.01546875	0.00973777
ROBERT D SWANN REVOCABLE TRUST	WIO	0.00206250	0.00129837
SAENGER MINERAL TRUST	WIO	0.00412500	0.00259674
J PROPERTIES, LLC	WIO	0.03671058	0.02310975
SHREVE ENERGY LLC	WIO	0.03537189	0.02226703
JM RESOURCES LLC	WIO	0.02386188	0.01502134
FULLERTON EXPLORATION LLC	WIO	0.05156250	0.03245922
HONDROS OIL & GAS, LLC	WIO	0.03407443	0.02145027
JFH INVESTMENT PROPERTIES LLC	WIO	0.02578125	0.01622961
LIPIZZAN PETROLEUM CORPORATION	WIO	0.02578125	0.01622961
LIPIZZAN PETROLEUM 2001 LLC	WIO	0.01289063	0.00811481
LIPIZZAN PETROLEUM 2001 JOINT VENTU	WIO	0.01289063	0.00811481
TREK AEC LLC	WIO	0.10312500	0.06491844
STATE OF COLORADO	RI	0.12500000	0.07868901
J PROPERTIES, LLC	ORRI	0.00750000	0.00472134
MULL DRILLING COMPANY, INC.	ORRI	0.01250000	0.00786890
ANDERCO LLC	ORRI	0.00300000	0.00188854
ROBERT D SWANN REVOCABLE TRUST	ORRI	0.00525000	0.00330494
MICHAEL L UNRUH	ORRI	0.00293783	0.00184940
D SCOTT MUELLER	ORRI	0.00450000	0.00283280
SAENGER MINERAL TRUST	ORRI	0.00600000	0.00377707
J PROPERTIES, LLC	ORRI	0.00587564	0.00369879
MICHAEL L BURNS	ORRI	0.00293783	0.00184940
VICKI LYNN ROCKHILL	ORRI	0.00600000	0.00377707
BARBARA J SWANN REVOCABLE TRUST	ORRI	0.00525000	0.00330494
		1.00000000	0.62951212

Meteor Unit Total All Tracts

<u>Name</u>	<u>Type</u>	<u>Unit Participation</u>
MULL DRILLING COMPANY, INC.	WIO	0.00209181
LEWIS M MULL REVOCABLE TRUST	WIO	0.13710423
KATHERINE MCKENZIE MULL TRUST	WIO	0.06009094
COLLINS PINE COMPANY	WIO	0.22689205
ANDERCO LLC	WIO	0.01547852
ROBERT D SWANN REVOCABLE TRUST	WIO	0.00209181
SAENGER MINERAL TRUST	WIO	0.00418361
J PROPERTIES, LLC	WIO	0.03641875
SHREVE ENERGY LLC	WIO	0.03552444
JM RESOURCES LLC	WIO	0.02367219
FULLERTON EXPLORATION LLC	WIO	0.05112834
HONDROS OIL & GAS, LLC	WIO	0.03277514
JFH INVESTMENT PROPERTIES LLC	WIO	0.02556417
LIPIZZAN PETROLEUM CORPORATION	WIO	0.02556417
LIPIZZAN PETROLEUM 2001 LLC	WIO	0.01278209
LIPIZZAN PETROLEUM 2001 JOINT VENTU	WIO	0.01278209
TREK AEC LLC	WIO	0.10225667
STATE OF COLORADO	RI	0.07868901
NICHOLAS A ALIBERTI	RI	0.01157775
DOROTHY PEET BANKERD TRUST	RI	0.00047498
ROBERT L EASTHAM	RI	0.01389330
PRAIRIE MINERALS, LTD.	RI	0.03039901
J PROPERTIES, LLC	ORRI	0.00703689
MULL DRILLING COMPANY, INC.	ORRI	0.01172815
ANDERCO LLC	ORRI	0.00281476
ROBERT D SWANN REVOCABLE TRUST	ORRI	0.00492582
MICHAEL L UNRUH	ORRI	0.00291309
D SCOTT MUELLER	ORRI	0.00422213
SAENGER MINERAL TRUST	ORRI	0.00562951
J PROPERTIES, LLC	ORRI	0.00582617
MICHAEL L BURNS	ORRI	0.00291309
VICKI LYNN ROCKHILL	ORRI	0.00562951
BARBARA J SWANN REVOCABLE TRUST	ORRI	0.00492582
		<u>1.00000000</u>

Exhibit 'B'  
Meteor Unit



LEGEND

- Mormaton Production
- Morrow Production
- Proposed Injection Well

SULLY DRILLING COMPANY, INC. WICHITA, KANSAS		
Meteor Proposed Unit Meteor		
cm		March 7, 2011
2 inches = 1 mile		

## EXHIBIT 2

### UNIT OPERATING AGREEMENT METEOR UNIT LINCOLN COUNTY, COLORADO

THIS AGREEMENT, entered into effective June 1, 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, the parties hereto as Working Interest Owners have executed, effective June 1, 2017, an agreement entitled, "Unit Agreement, Meteor Unit, Lincoln County, Colorado," herein referred to as "Unit Agreement," which, among other things provides for a separate agreement to be entered into by Working Interest Owners to provide for the Unit Operations as therein defined:

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, it is agreed as follows:

#### ARTICLE 1

##### CONFIRMATION OF UNIT AGREEMENT

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

#### ARTICLE 2

##### EXHIBITS

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

2.1.01 Exhibits A and C, which are Exhibit A and B, respectively, of the Unit Agreement.

2.1.02 Exhibit B, attached hereto, which is a schedule showing the Working Interest of each Working Interest Owner in each tract, the percentage of total Unit Participation attributable to each such interest, and the total Unit Participation of each Working Interest Owner. Exhibit B, or a revision thereof, shall not be conclusive as to the information therein, except it may be used as showing the Unit Participations of the Working Interest owners for purposes of this Agreement until shown to be in error or is revised as herein authorized.

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

2.1.04 Exhibit E, attached hereto, which contains insurance provisions applicable to Unit Operations.

2.2 Revisions of Exhibits. Whenever Exhibits A and C are revised, Exhibit B shall be revised accordingly and be effective as of the same date. Unit Operator shall revise Exhibit B from time to time as required to confirm to changes in ownership of which Unit Operator has been notified as provided in the Unit Agreement.

2.3 Reference to Exhibits. When reference is made herein to an exhibit, it is to the exhibit as originally attached or, if revised, to the last revision.

### ARTICLE 3

#### SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS

3.1 Overall Supervision. Working Interest Owners shall exercise overall supervision and control of all matters pertaining to Unit Operations pursuant to this Agreement and the Unit Agreement. In the exercise of such authority, each Working Interest owner shall act solely in its own behalf in the capacity of an undivided owner and not on behalf of the owners as an entirety.

3.2 Specific Authorities and Duties. The matters with respect to which the Working Interest Owners shall decide and take action shall include, but not be limited to, the following:

3.2.01 Method of Operation. The method of operation, including changes, including any type of pressure maintenance, secondary recovery, or other recovery program to be employed.

3.2.02 Drilling of Wells. The drilling of any well whether for production of Unitized Substances, for use as an injection well, or for other purposes.

3.2.03 Well Recompletions and Change of Status. The recompletion, abandonment, or change of status of any well, or the use of any well for injection or other purposes.

3.2.04 Expenditures. The making of any single expenditure in excess of Thirty Thousand Dollars (\$30,000.00); provided that approval by Working Interest Owners of the drilling, reworking, deepening, or plugging back of any well shall include approval of all necessary expenditures required therefore, and for completing, testing, and equipping the same, including necessary flow lines, separators, and lease tankage; provided further that approval by the Working Interest Owners of a project involving the securing of a water supply system or the construction and installation of a filtering, treating and pressuring system or the construction and installation of a water distribution system or the construction and installation of a produced water gathering system shall include approval of all necessary expenditures required for the complete construction and installation and efficient operation of such particular system. Where, in connection with any expenditure of more than Thirty Thousand Dollars (\$30,000.00), Unit Operator submits an Authority for Expenditure (A.F.E.) which is approved by at least two (2) Working Interest Owners or their representative or alternate representatives having a combined percentage of Unit Participation, as set out in Exhibit B, of sixty-five percent (65%) or more, such approval shall be binding upon all Working Interest Owners in the same manner as though a formal meeting had been held and a formal vote had been taken, as hereinafter provided in Section 4.3.02, and any commitments or expenditures thereafter made by Unit Operator on the basis of such approval shall be for the joint account.

3.2.05 Disposition of Unit Equipment. The selling or otherwise disposing of any major item of surplus unit equipment, if the current list price of new equipment similar thereto is Twenty-five Thousand Dollars (\$25,000.00) or more.

3.2.06 Appearance Before a Court or Regulatory Agency. The designation of a representative to appear before any court or regulatory agency in matters pertaining to Unit operations; provided that, such designation shall not prevent any Working Interest Owner from appearing in person or from designating another representative in its own behalf.

3.2.07 Audits. The auditing of the accounts of Unit Operator pertaining to Unit Operations hereunder; provided that, the audits shall:

(a) not be conducted more than once each year except upon the resignation or removal of Unit Operator.

(b) be made upon the approval of the owner or owners of a majority of Working Interests other than that of Unit Operator, at the expense of all Working Interest Owners other than Unit Operator, or at the expense of those Working Interest Owners, other than the Working Interest Owner designated as Unit Operator, requesting an audit.

(c) be made upon not less than thirty days (30) written notice to Unit Operator.

3.2.08 Inventories. The taking of periodic inventories under the terms of Exhibit D.

3.2.09 Technical Services. The authorizing of charges to the joint account for services by consultants or Unit Operator's technical personnel not covered by the overhead charges provided in Exhibit D.

3.2.10 Assignments to Committees. The appointment of committees to study any problems in connection with Unit Operations.

3.2.11 Removal of Operator. The removal of Unit Operator and the selection of a successor.

3.2.12 Enlargement of Unit Area. The enlargement of the Unit Area.

3.2.13 Investment Adjustment. The adjustment and readjustment of investments.

3.2.14 Termination of Unit Agreement. The termination of the Unit Agreement.

#### ARTICLE 4

##### MANNER OF EXERCISING SUPERVISION

4.1 Designation of Representatives. Each Working Interest owner shall in writing inform Unit Operator of the names and addresses of the representative and alternate who are authorized to represent and bind such Working Interest Owner with respect to Unit Operations. The representative or alternate may be changed from time to time by written notice to Unit Operator.

4.2 Meetings. All meetings of Working Interest Owners shall be called by Unit Operator upon its own motion or at the request of one or more Working Interest Owners

having a total Unit Participation of not less than five percent (5%). No meeting shall be called on less than fourteen days (14) advance written notice, with an agenda for the meeting attached. Working Interest Owners who attend the meeting shall not be prevented from amending items included in the agenda or from deciding the amended item or other items presented at the meeting. The representative of Unit Operator shall be chairman of each meeting.

4.3 Voting Procedure. Working Interest Owners shall decide all matters coming before them as follows:

4.3.01 Voting Interest. Each Working Interest Owner shall have a voting interest equal to its Unit Participation as set out in Exhibits A and B.

4.3.02 Vote Required - Generally. Except as may otherwise be provided herein or in the Unit Agreement, Working Interest Owners shall act upon and determine all matters coming before them by the affirmative vote of two (2) or more Working Interest Owners owning sixty-five percent (65%) or more voting interest.

4.3.03 Vote at Meeting by Nonattending Working Interest Owner. Any Working Interest Owner who is not represented at a meeting may vote by letter, email or fax addressed to the representative of the Unit Operator if its vote is received prior to the vote on the item. Such vote shall not be counted with respect to any item on the agenda which is amended at the meeting.

4.3.04 Poll Votes. Working Interest Owners may vote on and decide, by letter, email or fax, any matter submitted in writing to Working Interest owners, if no meeting is requested, as provided in Section 4.2, within seven days (7) after the proposal is received by all Working Interest Owners. Unit Operator will give prompt notice of the results of the voting to all Working Interest Owners.

## ARTICLE 5

### INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS

5.1 Reservation of Rights. Working Interest Owners severally reserve to themselves all their rights, except as otherwise provided in this agreement and the Unit Agreement.

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

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

5.2.02 Reports. The right to receive from Unit operator, upon written request, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports, and all other information pertaining to Unit Operations. Unit Operator shall furnish non-operating Working Interest owners each month, reasonably detailed information regarding the nature and amount of various items of cost and expenses, including capital investments, chargeable against the interest of the non-operating Working Interest Owners. The cost of gathering and furnishing information not ordinarily furnished by Unit Operator to all Working Interest Owners shall be charged to the Working Interest Owner who requests the information.



## ARTICLE 6

### UNIT OPERATOR

6.1 Initial Unit Operator. Mull Drilling Company, Inc. is hereby designated as Unit Operator.

6.2 Resignation or Removal. Unit Operator may resign at any time. Working Interest Owners may remove Unit Operator for cause at any time by the affirmative vote of at least sixty-five percent (65%) of the voting interest. A Unit Operator that resigns or is removed shall not be released from its obligations hereunder for a period of three (3) months after resignation or discharge, unless a successor Unit Operator has taken over Unit Operations prior to the expiration of such period.

6.3 Selection of Successor. Upon the resignation or removal of a Unit Operator, a successor Unit Operator shall be selected by Working Interest Owners. The successor Unit Operator may be selected by the affirmative vote of at least sixty-five percent (65%) of the voting interest.

## ARTICLE 7

### AUTHORITIES AND DUTIES OF UNIT OPERATOR

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

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

7.3 Liens and Encumbrances. Unit Operator shall endeavor to keep the lands and leases in the Unit Area free from all liens and encumbrances occasioned by Unit Operations, except the lien of Unit Operator granted hereunder.

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

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

7.6 Reports to Working Interest Owners. Unit Operator shall furnish to Working Interest Owners periodic reports of Unit operations, as directed by Working Interest Owners.

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

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

7.9 Expenditures. Unit Operator is authorized to make single expenditures not in excess of Thirty Thousand Dollars (\$30,000.00) without prior approval of Working Interest Owners except as limited by the provisions of Article 13. If an emergency occurs, Unit Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency. Unit Operator shall report to Working Interest Owners, as promptly as possible, the nature of the emergency and the action taken.

7.10 Wells Drilled by Unit Operator. All wells drilled by Unit Operator shall be at the rates prevailing in the area. Unit Operator may employ its own tools and equipment, but the charge therefore shall not exceed the prevailing rate in the area, and the work shall be performed by Unit Operator under the same terms and conditions as are usual in the area in contracts of independent contractors doing work of a similar nature.

7.11 Border Agreement. Unit Operator may, after approval by Working Interest Owners, enter into border agreements with respect to lands adjacent to the Unit Area for the purpose of coordinating operations.

## ARTICLE 8

### TAXES

8.1 Ad Valorem Taxes. Unit Operator shall, beginning in the first calendar year, next following the effective date of this agreement, make and file for ad valorem tax purposes all necessary renditions and returns with the proper taxing authorities or governmental subdivisions covering all real and personal property of each Working Interest Owner within the Unit Area and used in connection with the development and operation of the Unit Area. Unit Operator shall settle assessments arising therefrom. All such ad valorem taxes due and payable on account of real and personal property of each Working Interest Owner located within the Unit Area and used in connection with unit operations shall be paid by Unit Operator for the joint account in the same manner as other costs and expenses of unit operations.

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

## ARTICLE 9

### INSURANCE

9.1 Insurance. Unit Operator, with respect to Unit Operations, shall do the following:

9.1.01 Comply with the Workmen's Compensation Law of the State of Colorado.

9.1.02 Carry Employer's Liability and other insurance as required by the laws of the State of Colorado.

9.1.03 Carry other insurance as set forth in Exhibit E.

## ARTICLE 10

### UNIT EXPENSE

10.1 Basis of Charge to Working Interest Owners. Unit operator initially shall pay all Unit Expense. All charges, credits, and accounting for Unit Expenses shall be in

accordance with Exhibit D. Unit Expense shall be apportioned among and assessed against the Working Interest Owners and shall be the same as their Unit Participation at the time the expense was incurred.

10.2 Advance Billings. Unit Operator shall have the right to require Working Interest Owners to advance their respective shares of estimated Unit Expense by submitting to Working Interest Owners, on or before the 15th day of any month, an itemized estimate thereof for the succeeding month, with a request for payment in advance. Within thirty days (30) thereafter, each Working Interest owner shall pay to Unit Operator its share of such estimate. Adjustments between estimated and actual Unit Expense shall be made by Unit Operator at the close of each calendar month, and the accounts of Working Interest Owners shall be adjusted accordingly.

10.3 Commingling of Funds. No funds received by Unit Operator under this agreement need be segregated or maintained by it as a separate fund, but may be commingled with its own funds.

10.4 Unpaid Unit Expense. If any Working Interest Owner fails or is unable to pay its share of Unit Expense within sixty (60) days after rendition of a statement therefore by Unit Operator, or if any Working Interest Owner elects to be carried or otherwise financed, the non-defaulting Working Interest Owners shall, upon request by Unit Operator, pay the unpaid amount as if it were Unit Expense in the proportion that the Unit Participation of each such Working Interest Owner bears to the Unit Participation of all such Working Interest Owners. Each Working Interest Owner so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in Section 10.6 of this Agreement.

10.5 Lien and Security Interest of Unit Operator. Each Working Interest Owner grants to Unit Operator a lien upon its Oil and Gas Rights in each Tract, and a security interest in its share of Unitized Substances when produced, and its interest in all Unit Equipment, as security for payment of its share of Unit Expense, together with interest thereon at the rate of three percent (3%) over the base interest rate of INTRUST BANK N.A. at Wichita, Kansas. Unit operator shall have the right to bring suit to enforce collection of such indebtedness with or without seeking foreclosure of the lien. In addition, upon default by any Working Interest Owner in the payment of its share of Unit Expense, Unit Operator shall have the right to collect from the purchaser the proceeds from the sale of such Working Interest Owner's share of Unitized Substances until the amount owed by such Working Interest Owner, plus interest as aforesaid, has been paid. Each purchaser shall be entitled to rely upon Unit Operator's written statement concerning the amount of any default.

## ARTICLE 11

### ADJUSTMENT OF INVESTMENTS

11.1 Personal Property Taken Over. Upon the effective date hereof, Working Interest Owners shall deliver to Unit Operator the following:

11.1.01 Wells and Casing. All wells completed in the Unitized Formation (whether or not now producing).

11.1.02 Well and Lease Equipment. The casing and tubing in each such well including casing fittings through the casinghead, the well head, connections thereon, and all other lease and operating equipment that is used in the operation of such wells which Working Interest Owners determine is necessary or desirable for conducting Unit Operations.

11.1.03 Records. A copy of all production and well records that pertain to such wells.

11.2 Inventory and Evaluation of Personal Property. Working Interest Owners shall at Unit expense inventory and evaluate in accordance with the provisions of Exhibit D the personal property so taken over. Such inventories shall include and be limited to those items of equipment normally considered controllable under Exhibit D, except upon determination of Working Interest Owners, items normally considered non-controllable, may be included in the inventories in order to insure a more equitable adjustments of investments. Casing shall be included in the inventory for record purposes, but shall be excluded from evaluation and investment adjustment.

11.3 Investment Adjustment. Upon approval by the Working Interest Owners of the inventory and evaluation, each Working Interest Owner shall be credited with the value of its interest in all personal property, except well casing, taken over under Section 11.1.02, and shall be charged with an amount equal to that obtained by multiplying the total value of all personal property, except well casing, taken over under Section 11.1.02 by such Working Interest Owner's Unit Participation. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be an item of Unit Expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charges described above.

11.4 General Facilities. The acquisition of warehouses, warehouse stocks, lease houses, camps, facility systems, and office buildings necessary for Unit Operations shall be by negotiation by the owners thereof and Unit Operator, subject to the approval of Working Interest Owners.

11.5 Ownership of Personal Property and Facilities. Each Working Interest Owner, individually, shall by virtue hereof own an undivided interest, equal to its Unit Participation, in all personal property and facilities taken over or otherwise acquired by Unit Operator pursuant to this Agreement. All lease and well equipment and other personal property within the Unit Area not required for Unit Operations and not taken over by the Unit operator as hereinabove provided, shall remain the property of the original Working Interest Owner.

## ARTICLE 12

### NON-UNITIZED FORMATIONS

12.1 Right to Operate. Any Working Interest Owner that now has or hereafter acquires the right to drill for and produce oil, gas or other minerals, from other than the

Unitized Formation, shall have the right to do so notwithstanding this Agreement or the Unit Agreement. In exercising the right, however, the Working Interest Owner shall exercise reasonable precaution to prevent unreasonable interference with Unit Operations. No Working Interest Owner shall produce Unitized Substances through any well drilled or operated by it. If any Working Interest Owner drills any well into or through the Unitized Formation, the Unitized Formation shall be protected in a manner satisfactory to Unit Operator so that the production of Unitized Substances will not adversely be affected.

12.2 Multiple Completions. None of the wells taken over by Unit Operator on or after the Effective Date hereof shall be completed in formations other than the Unitized Formation.

### ARTICLE 13

#### LIABILITY, CLAIMS, AND SUITS

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

13.2 Settlements. Unit Operator may settle any single damage claim or suit involving Unit Operations but not involving an expenditure in excess of Twenty-five Thousand Dollars (\$25,000.00) provided the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above specified amount, Working Interest Owners shall assume and take over the further handling of the claim or suit unless such authority is expressly delegated to Unit Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be an item of Unit Expense. If a claim is made against any Working Interest Owner or if any Working Interest Owner is sued on account of any matter arising from Unit Operations and over which such Working Interest Owner individually has no control because of the rights given Working Interest Owners and Unit operator by this Agreement and the Unit Agreement, the Working Interest Owner shall immediately notify the Unit Operator, and the claim or suit shall be treated as any other claim or suit involving Unit Operations.

13.3 Notices of Damages, Claims and Suits by Unit Operator to Working Interest Owners. Unit Operator shall report to Working Interest Owners as soon as practicable after each occurrence, any damages or losses to Unit Equipment exceeding Twenty-five Thousand Dollars (\$25,000.00) and each accident, occurrence, claim or suit involving third party bodily injury or property damage not covered by insurance carried for benefit of Working Interest Owners.

### ARTICLE 14

#### INTERNAL REVENUE PROVISION

14.1 Internal Revenue Provision. Each Working Interest Owner hereby elects that it and the operations covered by this Agreement be excluded from the application of Subchapter K of Chapter 1 of Sub-title A of the Internal Revenue Code of 1986, as amended, or such portion thereof as the Secretary of the Treasury of the United States

or his delegate shall permit by election to be excluded therefrom. Unit Operator is hereby authorized and directed to execute on behalf of each Working Interest Owner such additional or further evidence of the election as may be required by regulations issued under said Subchapter K. Should the regulations require each party to execute such further evidence, each Working Interest Owner agrees to execute or join in the execution thereof. The election hereby made and the other provisions of this paragraph shall apply in like manner to applicable state laws, regulations, and rulings now in effect or hereafter enacted that have an effect similar to the federal provisions referred to herein.

## ARTICLE 15

### NOTICES

15.1 Notices. All notices required hereunder shall be in writing and shall be deemed to have been properly served when sent by mail or fax to the address of the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Article 4.

15.2 Notice of Transfer of Title. No change of title shall be binding on the Unit or Unit Operator until the first day of the calendar month next succeeding the date of receipt by Unit Operator of evidence satisfactory to it of change of ownership.

## ARTICLE 16

### ABANDONMENT OF WELLS

16.1 Rights of Former Owners. If Working Interest Owners decide to abandon permanently any well within the Unit Area prior to termination of the Unit Agreement, Unit Operator shall give written notice thereof to the Working Interest Owners of the Tract on which the well is located, and they shall have the option for a period of forty-five (45) days after the sending of such notice to notify Unit Operator in writing of their election to take over and own the well. Within ten (10) days after the Working Interest Owners of the tract have notified Unit Operator for their election to take over the well, they shall pay Unit Operator, for credit to the joint account, the amount estimated by Working Interest Owners to be the net salvage value of the equipment in and on the well. The Working Interest Owners of the Tract, by taking over the well, agree to seal off effectively and protect the Unitized Formation, and upon abandonment to plug the well in compliance with applicable laws and regulations.

16.2 Plugging. If the Working Interest Owners of a Tract do not elect to take over a well located thereon which is proposed for abandonment, Unit Operator shall plug and abandon the well in compliance with applicable laws and regulations.

## ARTICLE 17

### EFFECTIVE DATE AND TERM

17.1 Effective Date. This Agreement shall become effective on the date and at the time that the Unit Agreement becomes effective.

17.2 Term. This Agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all unit wells have been abandoned and plugged or turned over to Working Interest Owners in accordance with Article 19, (b) all Unit Equipment and real property acquired for the joint account have been disposed

of by Unit Operator in accordance with instructions of Working Interest Owners, and (c) there has been a final accounting.

## ARTICLE 18

### ABANDONMENT OF OPERATIONS

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

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

18.1.02 Right to Operate. Working Interest Owners of any Tract that desire to take over and continue to operate wells located thereon may do so by paying Unit Operator, for credit to the joint account, the net salvage value of the equipment in and on the wells taken over, as estimated by Working Interest Owners, and by agreeing to plug properly each well at such time as it is abandoned.

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

18.1.04 Cost of Salvaging. Working Interest Owners shall share the cost of salvaging, liquidation or other distribution of assets and properties used in Unit Operation in proportion to their respective Unit Participations.

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

## ARTICLE 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.

## ARTICLE 20

### SUCCESSORS AND ASSIGNS

20.1 Successors and Assigns. The provisions hereof shall be covenants running with the lands, leases, and interests covered hereby, and shall be binding upon and inure to the benefit of the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto.

## ARTICLE 21

### GENERAL PROVISIONS

21.1 Waiver of Rights to Partition. Each party hereto covenants that, during the existence of this Agreement, it will not resort to any action at law or inequity to partition

the Unit Area or the Unit Equipment and to have set aside to in severalty, its interest therein, and to that extent waives the benefits of all laws authorizing such partition.

**21.2 Previous Operating Agreements.** This Unit Operating Agreement, insofar as it applies to the Unitized Formation, all wells completed therein and situated in the Unit Area and all operations contemplated hereunder, supersedes all previous Operating Agreements entered into by it or binding upon the parties hereto; provided, however, that such prior Operating Agreements shall continue in force insofar as they cover and apply to operations not provided for hereunder.

**21.3 Compliance With Laws and Accuracy of Records.** Unit Operator agrees to make a bona fide effort to comply with all laws and lawful regulations applicable to any activities carried out in the name of or on behalf of any one or more of the parties to this Agreement under the provisions of this Agreement and/or any amendments to it, but Unit Operator will not be liable to any other party hereto for any loss or damage sustained by any such other party as a result of Unit Operator's failure to comply with all such laws and regulations. Unit Operator states that all financial settlements, billings, and reports rendered to any one or more of the parties to this Agreement, as provided for in this Agreement and/or any amendments to it, will, to the best of its knowledge and belief, reflect properly the facts about all activities and transactions handled for the account of such party or parties, but Unit Operator will not be liable to any other party hereto for any loss or damage sustained by any such other party as a result of any error made by Unit Operator in any of such statements, billings, and/or reports. Unit Operator agrees to notify the other parties to this Agreement promptly upon discovery of any instance where, despite its good faith efforts, it may not have complied with any law or regulation applicable to the activities carried out by it under the terms of this Agreement or where Unit Operator has reason to believe that data covered by the preceding sentence is no longer accurate and complete.

**21.4 Certain Regulations and Refund Obligations.** All parties agree to release the Unit Operator from any and all losses, damages, injuries, claims and causes of action arising out of, incident to or resulting directly or indirectly from Unit Operator's interpretation or application of any rules, rulings, regulations, or orders of any regulatory agency to the extent Unit Operator's interpretations or application of such rules, rulings, regulations or orders are made in good faith. All Working Interest Owners further agree to reimburse Unit Operator, upon demand, for their proportionate part (including royalty) of any amounts (including interest or penalty) which Unit Operator may be required to refund, rebate, or pay as a result of any incorrect interpretation or application in the above noted rules, rulings, regulations, or orders.

**21.5 Warranty and Indemnity.** Each Working Interest Owner represents and warrants that it is the owner of the respective Working Interests set forth opposite its name in Exhibit B, and agrees to indemnify and hold harmless the other Working Interest owners from any loss due to failure, in whole or in part, of its title to any such interest, except failure of title arising because of Unit Operations; however, such indemnity and any liability for breach of warranty 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 agreement is concerned, as of 7:00 a.m. on 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 a title failure.

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.

**UNIT OPERATOR**

MULL DRILLING COMPANY, INC.

By:   
Mark A. Shreve, President/COO

**NON-OPERATOR/WORKING INTEREST OWNERS**

COLLINS PINE COMPANY

KATHERINE MCKENZIE MULL TRUST  
DATED MARCH 18, 1993

By:   
Eric Schoof, President/CEO

By:   
Lewis M. Mull, Trustee

SHREVE ENERGY, LLC

HONDROS OIL AND GAS LLC



By:   
Mark A. Shreve, Manager

By: \_\_\_\_\_  
John G. Hondros, Member

JFH INVESTMENT PROPERTIES,  
LLC

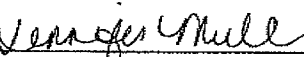
LEWIS M. MULL REVOCABLE TRUST  
DATED SEPTEMBER 5<sup>TH</sup>, 1995

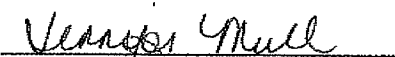
By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

By:   
Lewis M. Mull, Trustee  
By:   
Teresa M. Mull, Trustee  
By: Lewis M. Mull, Attorney-in-Fact

J PROPERTIES, LLC

JM RESOURCES LLC

By:   
Jennifer A. Mull,  
Administrative Member

By:   
Jennifer A. Mull,  
Administrative Member

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 agreement is concerned, as of 7:00 a.m. on 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 a title failure.

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.

**UNIT OPERATOR**

MULL DRILLING COMPANY, INC.

By:   
Mark A. Shreve, President/COO

**NON-OPERATOR/WORKING INTEREST OWNERS**

COLLINS PINE COMPANY


KATHERINE MCKENZIE MULL TRUST  
DATED MARCH 18, 1993

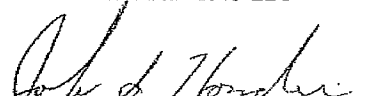
By:   
Eric Schdoler, President/CEO

By:   
Lewis M. Mull, Trustee

SHREVE ENERGY, LLC

HONDROS OIL AND GAS LLC

By:   
Mark A. Shreve, Manager

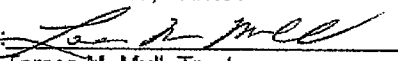
By:   
John G. Hondros, Member

JFH INVESTMENT PROPERTIES,  
LLC

LEWIS M. MULL REVOCABLE TRUST  
DATED SEPTEMBER 5<sup>TH</sup>, 1995

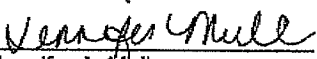
By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

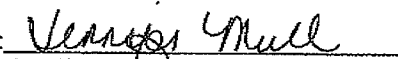
By:   
Lewis M. Mull, Trustee

By:   
Teresa M. Mull, Trustee  
By: Lewis M. Mull, Attorney-in-Fact

J PROPERTIES, LLC

JM RESOURCES LLC

By:   
Jennifer A. Mull,  
Administrative Member

By:   
Jennifer A. Mull,  
Administrative Member

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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.

**UNIT OPERATOR**

MULL DRILLING COMPANY, INC.

By:   
Mark A. Shreve, President/COO

**NON-OPERATOR/WORKING INTEREST OWNERS**

COLLINS PINE COMPANY


KATHERINE MCKENZIE MULL TRUST  
DATED MARCH 18, 1993

By:   
Eric Schooler, President/CEO

By:   
Lewis M. Mull, Trustee

SHREVE ENERGY, LLC

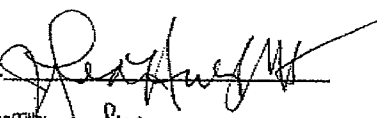
HONDROS OIL AND GAS LLC

By:   
Mark A. Shreve, Manager

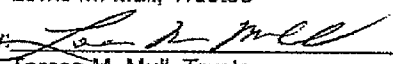
By: \_\_\_\_\_  
John G. Hondros, Member

JFH INVESTMENT PROPERTIES,  
LLC

LEWIS M. MULL REVOCABLE TRUST  
DATED SEPTEMBER 5<sup>TH</sup>, 1995

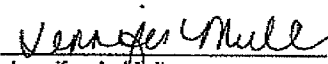
By:   
Name/Title: \_\_\_\_\_

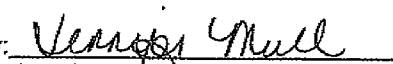
By:   
Lewis M. Mull, Trustee

By:   
Teresa M. Mull, Trustee  
By: Lewis M. Mull, Attorney-in-Fact

J PROPERTIES, LLC

JM RESOURCES LLC

By:   
Jennifer A. Mull,  
Administrative Member

By:   
Jennifer A. Mull,  
Administrative Member

ANDERCO, LLC

By: [Signature]  
Steve C. Anderson, Manager

TREK AEC LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

SAENGER MINERAL TRUST DATED  
AUGUST 16, 2007

By: \_\_\_\_\_  
Richard J. Saenger, Trustee

ROBERT D. SWANN REVOCABLE TRUST  
DATED SEPTEMBER 11, 2003

By: \_\_\_\_\_  
Robert D. Swann, Trustee

FULLERTON EXPLORATION, LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM CORPORATION

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM 2001 L.L.C.

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM 2001 JOINT  
VENTURE G.P.

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

[Signature]  
Michael A. Massaglia, Notary Public

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018

[Signature]  
Michael A. Massaglia, Notary Public

ANDERCO, LLC

By: [Signature]  
Steve C. Anderson, Manager

TREK AEC LLC

By: [Signature]  
Name/Title: CONRAD MIROCHNA, SUP OPERATIONS

SAENGER MINERAL TRUST DATED  
AUGUST 16, 2007

By: \_\_\_\_\_  
Richard J. Saenger, Trustee

ROBERT D. SWANN REVOCABLE TRUST  
DATED SEPTEMBER 11, 2003

By: \_\_\_\_\_  
Robert D. Swann, Trustee

FULLERTON EXPLORATION, LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM CORPORATION

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM 2001 L.L.C.

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM 2001 JOINT  
VENTURE G.P.

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

[Signature]  
Michael A. Massaglia, Notary Public

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.

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

My Commission Expires:  
October 25, 2018

[Signature]  
Michael A. Massaglia, Notary Public

ANDERCO, LLC

By: [Signature]  
Steve C. Andersen, Manager

TREK AEC LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

SAENGER MINERAL TRUST DATED  
AUGUST 16, 2007

By: [Signature]  
Richard J. Saenger, Trustee

ROBERT D. SWANN REVOCABLE TRUST  
DATED SEPTEMBER 11, 2003

By: \_\_\_\_\_  
Robert D. Swann, Trustee

FULLERTON EXPLORATION, LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM CORPORATION

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM 2001 L.L.C.

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM 2001 JOINT  
VENTURE G.P.

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

[Signature]  
Michael A. Massaglia, Notary Public

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.

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

My Commission Expires:  
October 25, 2018

[Signature]  
Michael A. Massaglia, Notary Public

ANDERCO, LLC

By: [Signature]  
Steve C. Anderson, Manager

TREK AEC LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

SAENGER MINERAL TRUST DATED  
AUGUST 16, 2007

By: \_\_\_\_\_  
Richard J. Saenger, Trustee

ROBERT D. SWANN REVOCABLE TRUST  
DATED SEPTEMBER 11, 2003

By: [Signature]  
Robert D. Swann, Trustee

FULLERTON EXPLORATION, LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM CORPORATION

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM 2001 L.L.C.

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM 2001 JOINT  
VENTURE G.P.

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

[Signature]  
Michael A. Massaglia, Notary Public

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018

[Signature]  
Michael A. Massaglia, Notary Public

ANDERCO, LLC

By: [Signature]  
Steve C. Anderson, Manager

TREK AEC LLC

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

SAENGER MINERAL TRUST DATED  
AUGUST 16, 2007

By: \_\_\_\_\_  
Richard J. Saenger, Trustee

ROBERT D. SWANN REVOCABLE TRUST  
DATED SEPTEMBER 11, 2003

By: \_\_\_\_\_  
Robert D. Swann, Trustee

FULLERTON EXPLORATION, LLC

By: [Signature]  
Name/Title: Tom Fullerton, Manager

LIPIZZAN PETROLEUM CORPORATION

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM 2001 L.L.C.

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

LIPIZZAN PETROLEUM 2001 JOINT  
VENTURE G.P.

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

[Signature]  
Michael A. Massaglia, Notary Public

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018

[Signature]  
Michael A. Massaglia, Notary Public



ANDERCO, LLC

TREK AEC LLC

By: \_\_\_\_\_  
Steve C. Anderson, Manager

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

SAENGER MINERAL TRUST DATED  
AUGUST 16, 2007

ROBERT D. SWANN REVOCABLE TRUST  
DATED SEPTEMBER 11, 2003


By: \_\_\_\_\_  
Richard J. Saenger, Trustee

By: \_\_\_\_\_  
Robert D. Swann, Trustee

FULLERTON EXPLORATION, LLC


LIPIZZAN PETROLEUM CORPORATION


By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

By:   
Name/Title: Robert C. Patton, President

LIPIZZAN PETROLEUM 2001 L.L.C.

LIPIZZAN PETROLEUM 2001 JOINT  
VENTURE G.P.

By:   
Name/Title: Robert C. Patton, Manager  
member

By:   
Name/Title: Robert C. Patton, Manager  
member

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Mark A. Shreve, President and Chief Operating Officer of Mull Drilling Company, Inc., a Kansas corporation**, on behalf of the corporation.

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

My commission expires:  
October 25, 2018

\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Lewis M. Mull, Trustee and Lewis M. Mull, Attorney-in-Fact for Teresa M. Mull, Trustee, of the Lewis M. Mull Revocable Trust dated September 5th, 1995.**

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

My Commission Expires:  
October 25, 2018


\_\_\_\_\_  
Michael A. Massaglia, Notary Public

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )

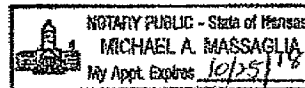
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Lewis M. Mull, Trustee of the Katherine McKenzie Mull Trust dated March 18, 1993.**

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

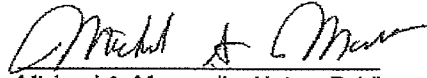
STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )



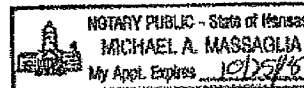
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Mark A. Shreve, as Manager of Shreve Energy, LLC**, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public


STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )



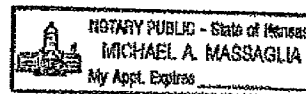
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Jennifer A. Mull as Administrative Member of J Properties, LLC**, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public


STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF SEDGWICK )



The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Jennifer A. Mull as Administrative Member of JM Resources, LLC**, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

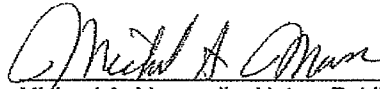


STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

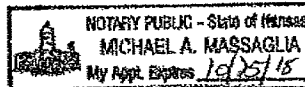
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Eric Schooler, President/CEO of Collins Pine Company**, an Oregon corporation, on behalf of the corporation.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )



The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **John G. Hondros, Member of Hondros Oil and Gas, LLC.**, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of **JFH Investment Properties, LLC**, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

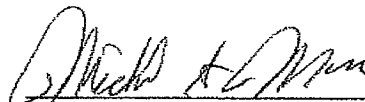
Printed Name \_\_\_\_\_

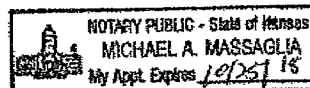
STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by **Steve C. Anderson, Member of Anderco, LLC**, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

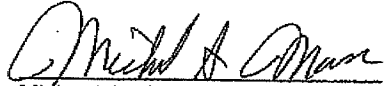


STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

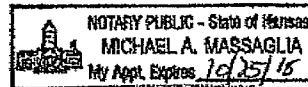
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Eric Schooler, President/CEO of Collins Pine Company, an Oregon corporation, on behalf of the corporation.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

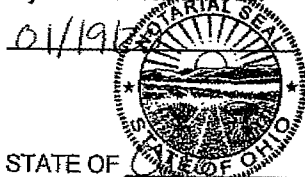
STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )



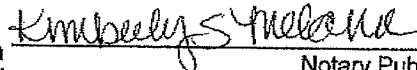
The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of March, 2017, by John G. Hondros, Member of Hondros Oil and Gas, LLC., on behalf of the company.

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

My Commission Expires:



Kimberly S. McCann  
Notary Public, State of Ohio  
My Commission Expires 01-19-2020

  
Notary Public

Printed Name Kimberly S. McCann

STATE OF Ohio )  
 ) ss:  
COUNTY OF Franklin )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of JFH Investment Properties, LLC, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

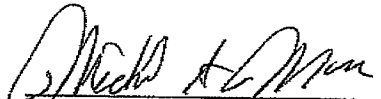
Printed Name \_\_\_\_\_

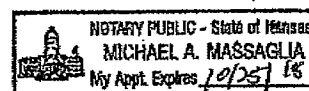
STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Steve C. Anderson, Member of Anderco, LLC, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

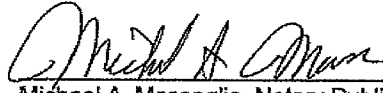


STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

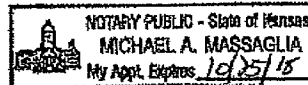
The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Eric Schooler, President/CEO of Collins Pine Company, an Oregon corporation, on behalf of the corporation.

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

My Commission Expires:  
October 25, 2018

  
Michael A. Massaglia, Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )



The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by John G. Hondros, Member of Hondros Oil and Gas, LLC., on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

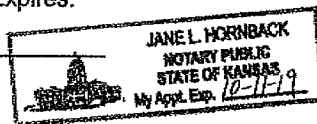
Printed Name \_\_\_\_\_

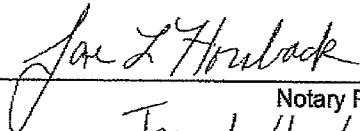
STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgwick )

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of March, 2017, by J. Fred Hornbriest, Manager of JFH Investment Properties, LLC, on behalf of the company.

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

My Commission Expires:



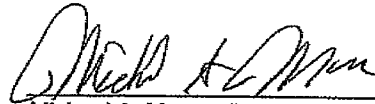
  
Notary Public  
Printed Name Jane L. Hornback

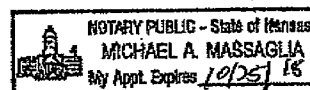
STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of March, 2017, by Steve C. Anderson, Member of Anderco, LLC, on behalf of the company.

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

My Commission Expires:  
October 25, 2018

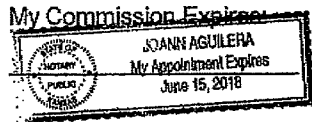
  
Michael A. Massaglia, Notary Public



STATE OF KANSAS                    )  
  ) ss:  
COUNTY OF SEDGWICK            )

The foregoing instrument was acknowledged before me on this 16 day of March, 2017, by **Richard J. Saenger, Trustee of the Saenger Mineral Trust dated August 16, 2007.**

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



Joann Aguilera  
Printed Name: Joann Aguilera Notary Public

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Robert D. Swann, Trustee of the Robert D. Swann Revocable Trust dated September 11, 2003.**

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

My Commission Expires:

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of **Fullerton Exploration, LLC**, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_

Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of **Lippizzan Petroleum Corporation**, on behalf of the corporation.

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

My Commission Expires:

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Richard J. Saenger, Trustee of the Saenger Mineral Trust dated August 16, 2007.

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

My Commission Expires:


\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgwick )

The foregoing instrument was acknowledged before me on this 17<sup>th</sup> day of March, 2017, by Robert D. Swann, Trustee of the Robert D. Swann Revocable Trust dated September 11, 2003.

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

My Commission Expires:

3-01-2020  
Valarie Hamilton  
Notary Public  
 Printed Name: Valarie Hamilton

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of Fullerton Exploration, LLC, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of Lippizzan Petroleum Corporation, on behalf of the corporation.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Richard J. Saenger, Trustee of the Saenger Mineral Trust dated August 16, 2007.**

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

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by **Robert D. Swann, Trustee of the Robert D. Swann Revocable Trust dated September 11, 2003.**

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

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of **Fullerton Exploration, LLC**, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

STATE OF Kansas )  
 ) ss:  
COUNTY OF Sedgewick )

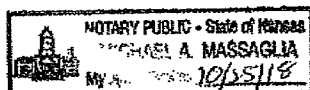
The foregoing instrument was acknowledged before me on this 2nd day of May, 2017, by Robert C. Pitter, president of **Lippizzan Petroleum Corporation**, on behalf of the corporation.

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

My Commission Expires:

10/25/18

Michael A. Massaglia  
Notary Public



Printed Name: Michael A. Massaglia



STATE OF Kansas )

COUNTY OF Sedgewick ) ss:

The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of May, 2017, by Robert C. Patten, managing member, Lipizzan Petroleum 2001 L.L.C., on behalf of the company.

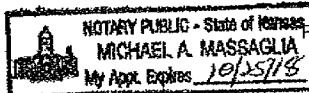
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:

10/25/18

Michael A. Massaglia

Notary Public



Printed Name: Michael A. Massaglia

STATE OF Kansas )

COUNTY OF Sedgewick ) ss:

The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of May, 2017, by Robert C. Patten, managing member, Lipizzan Petroleum 2001 Joint Venture G.P., on behalf of the partnership.

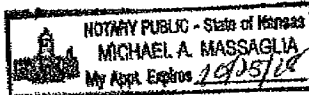
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:

10/25/18

Michael A. Massaglia

Notary Public



Printed Name: Michael A. Massaglia

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of Trek AEC, LLC, on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_

Notary Public

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, Lipizzan Petroleum 2001 L.L.C., on behalf of the company.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, Lipizzan Petroleum 2001 Joint Venture G.P., on behalf of the partnership.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF DALLAS ) ss:

The foregoing instrument was acknowledged before me on this 5th day of MAY 2017, by CONRAD MIRECHNA SVP OPERATIONS of Trek AEC, LLC, on behalf of the company.

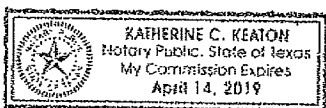
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:

April 14, 2019

Katherine C Keaton  
Notary Public

Printed Name Katherine C Keaton



# Exhibit 'A'

Attached to and made a part hereof that certain Meteor Unit Operating Agreement dated effective June 1, 2017, by and between Mull Drilling Company, Inc. as Operator and Collins Pine Company, et al as Non-Operators

## Tract 1: W/2 Section 9-12S-52W

Name	Type	NRI	Unit Participation
MULL DRILLING COMPANY, INC.	WIO	0.00214160	0.00079344
LEWIS M MULL REVOCABLE TRUST	WIO	0.13524697	0.05010736
KATHERINE MCKENZIE MULL TRUST	WIO	0.05927278	0.02195985
COLLINS PINE COMPANY	WIO	0.22380280	0.08291623
ANDERCO LLC	WIO	0.01549511	0.00574075
ROBERT D SWANN REVOCABLE TRUST	WIO	0.00214160	0.00079344
SAENGER MINERAL TRUST	WIO	0.00428320	0.00158687
J PROPERTIES, LLC	WIO	0.03592290	0.01330900
SHREVE ENERGY LLC	WIO	0.03578364	0.01325741
JM RESOURCES LLC	WIO	0.02334988	0.00865085
FULLERTON EXPLORATION LLC	WIO	0.05039063	0.01866912
HONDROS OIL & GAS, LLC	WIO	0.03056747	0.01132488
JFH INVESTMENT PROPERTIES LLC	WIO	0.02519531	0.00933456
LIPIZZAN PETROLEUM CORPORATION	WIO	0.02519531	0.00933456
LIPIZZAN PETROLEUM 2001 LLC	WIO	0.01259766	0.00466728
LIPIZZAN PETROLEUM 2001 JOINT VENTU	WIO	0.01259766	0.00466728
TREK AEC LLC	WIO	0.10078125	0.03733823
NICHOLAS A ALIBERTI	RI	0.03125000	0.01157775
DOROTHY PEET BANKERD TRUST	RI	0.00128205	0.00047498
ROBERT L EASTHAM	RI	0.03750000	0.01389330
PRAIRIE MINERALS, LTD.	RI	0.08205128	0.03039901
J PROPERTIES, LLC	ORRI	0.00625000	0.00231555
MULL DRILLING COMPANY, INC.	ORRI	0.01041667	0.00385925
ANDERCO LLC	ORRI	0.00250000	0.00092622
ROBERT D SWANN REVOCABLE TRUST	ORRI	0.00437500	0.00162088
MICHAEL L UNRUH	ORRI	0.00287106	0.00106369
D SCOTT MUELLER	ORRI	0.00375000	0.00138933
SAENGER MINERAL TRUST	ORRI	0.00500000	0.00185244
J PROPERTIES, LLC	ORRI	0.00574211	0.00212738
MICHAEL L BURNS	ORRI	0.00287106	0.00106369
VICKI LYNN ROCKHILL	ORRI	0.00500000	0.00185244
BARBARA J SWANN REVOCABLE TRUST	ORRI	0.00437500	0.00162088
		1.00000000	0.37048788

## Tract 2: All Section 16-12S-52W

Name	Type	NRI	Unit Participation
MULL DRILLING COMPANY, INC.	WIO	0.00206250	0.00129837
LEWIS M MULL REVOCABLE TRUST	WIO	0.13819729	0.08699687
KATHERINE MCKENZIE MULL TRUST	WIO	0.08057245	0.03813109
COLLINS PINE COMPANY	WIO	0.22871017	0.14397582
ANDERCO LLC	WIO	0.01546875	0.00973777
ROBERT D SWANN REVOCABLE TRUST	WIO	0.00206250	0.00129837
SAENGER MINERAL TRUST	WIO	0.00412500	0.00259674
J PROPERTIES, LLC	WIO	0.03671058	0.02310975
SHREVE ENERGY LLC	WIO	0.03537189	0.02226703
JM RESOURCES LLC	WIO	0.02386188	0.01502134
FULLERTON EXPLORATION LLC	WIO	0.05158250	0.03245922
HONDROS OIL & GAS, LLC	WIO	0.03407443	0.02145027
JFH INVESTMENT PROPERTIES LLC	WIO	0.02578125	0.01622961
LIPIZZAN PETROLEUM CORPORATION	WIO	0.02578125	0.01622961
LIPIZZAN PETROLEUM 2001 LLC	WIO	0.01289063	0.00811481
LIPIZZAN PETROLEUM 2001 JOINT VENTU	WIO	0.01289063	0.00811481
TREK AEC LLC	WIO	0.10312500	0.06491844
STATE OF COLORADO	RI	0.12500000	0.07868901
J PROPERTIES, LLC	ORRI	0.00750000	0.00472134
MULL DRILLING COMPANY, INC.	ORRI	0.01250000	0.00786890
ANDERCO LLC	ORRI	0.00300000	0.00188854
ROBERT D SWANN REVOCABLE TRUST	ORRI	0.00525000	0.00330494
MICHAEL L UNRUH	ORRI	0.00293783	0.00184940
D SCOTT MUELLER	ORRI	0.00450000	0.00283280
SAENGER MINERAL TRUST	ORRI	0.00600000	0.00377707
J PROPERTIES, LLC	ORRI	0.00587564	0.00369679
MICHAEL L BURNS	ORRI	0.00293783	0.00184940
VICKI LYNN ROCKHILL	ORRI	0.00600000	0.00377707
BARBARA J SWANN REVOCABLE TRUST	ORRI	0.00525000	0.00330494
		1.00000000	0.62951212

Meteor Unit Total All Tracts

<u>Name</u>	<u>Type</u>	<u>Unit Participation</u>
MULL DRILLING COMPANY, INC.	WIO	0.00209181
LEWIS M MULL REVOCABLE TRUST	WIO	0.13710423
KATHERINE MCKENZIE MULL TRUST	WIO	0.06009094
COLLINS PINE COMPANY	WIO	0.22689205
ANDERCO LLC	WIO	0.01547852
ROBERT D SWANN REVOCABLE TRUST	WIO	0.00209181
SAENGER MINERAL TRUST	WIO	0.00418361
J PROPERTIES, LLC	WIO	0.03641875
SHREVE ENERGY LLC	WIO	0.03552444
JM RESOURCES LLC	WIO	0.02367219
FULLERTON EXPLORATION LLC	WIO	0.05112834
HONDROS OIL & GAS, LLC	WIO	0.03277514
JFH INVESTMENT PROPERTIES LLC	WIO	0.02556417
LIPIZZAN PETROLEUM CORPORATION	WIO	0.02556417
LIPIZZAN PETROLEUM 2001 LLC	WIO	0.01278209
LIPIZZAN PETROLEUM 2001 JOINT VENTU	WIO	0.01278209
TREK AEC LLC	WIO	0.10225667
STATE OF COLORADO	RI	0.07868901
NICHOLAS A ALIBERTI	RI	0.01157775
DOROTHY PEET BANKERD TRUST	RI	0.00047498
ROBERT L EASTHAM	RI	0.01389330
PRAIRIE MINERALS, LTD.	RI	0.03039901
J PROPERTIES, LLC	ORRI	0.00703689
MULL DRILLING COMPANY, INC.	ORRI	0.01172815
ANDERCO LLC	ORRI	0.00281476
ROBERT D SWANN REVOCABLE TRUST	ORRI	0.00492582
MICHAEL L UNRUH	ORRI	0.00291309
D SCOTT MUELLER	ORRI	0.00422213
SAENGER MINERAL TRUST	ORRI	0.00562951
J PROPERTIES, LLC	ORRI	0.00582617
MICHAEL L BURNS	ORRI	0.00291309
VICKI LYNN ROCKHILL	ORRI	0.00562951
BARBARA J SWANN REVOCABLE TRUST	ORRI	0.00492582
		<u>1.00000000</u>

## Exhibit 'B'

Attached to and made a part hereof that certain Meteor Unit Operating Agreement dated  
effective June 1, 2017, by and between Mull Drilling Company, Inc. as Operator  
and Collins Pine Company, et al as Non-Operators

### Tract 1: W/2 Section 9-12S-52W

<u>Name</u>	<u>Type</u>	<u>W/O</u>	<u>Unit Participation</u>
MULL DRILLING COMPANY, INC.	W/O	0.00265625	0.00098411
LEWIS M MULL REVOCABLE TRUST	W/O	0.18199217	0.06742589
KATHERINE MCKENZIE MULL TRUST	W/O	0.07351663	0.02723702
COLLINS PINE COMPANY	W/O	0.27758487	0.10284183
ANDERCO LLC	W/O	0.01921875	0.00712031
ROBERT D SWANN REVOCABLE TRUST	W/O	0.00265625	0.00098411
SAENGER MINERAL TRUST	W/O	0.00531250	0.00196822
J PROPERTIES, LLC	W/O	0.04455554	0.01650729
SHREVE ENERGY LLC	W/O	0.04438280	0.01644329
JM RESOURCES LLC	W/O	0.02896109	0.01072973
FULLERTON EXPLORATION LLC	W/O	0.06250000	0.02315549
HONDROS OIL & GAS, LLC	W/O	0.03791315	0.01404636
JFH INVESTMENT PROPERTIES LLC	W/O	0.03125000	0.01157775
LIPIZZAN PETROLEUM CORPORATION	W/O	0.03125000	0.01157775
LIPIZZAN PETROLEUM 2001 LLC	W/O	0.01562500	0.00578887
LIPIZZAN PETROLEUM 2001 JOINT VENTU	W/O	0.01562500	0.00578887
TREK AEC LLC	W/O	0.12500000	0.04631099
		<u>1.00000000</u>	<u>0.37048788</u>

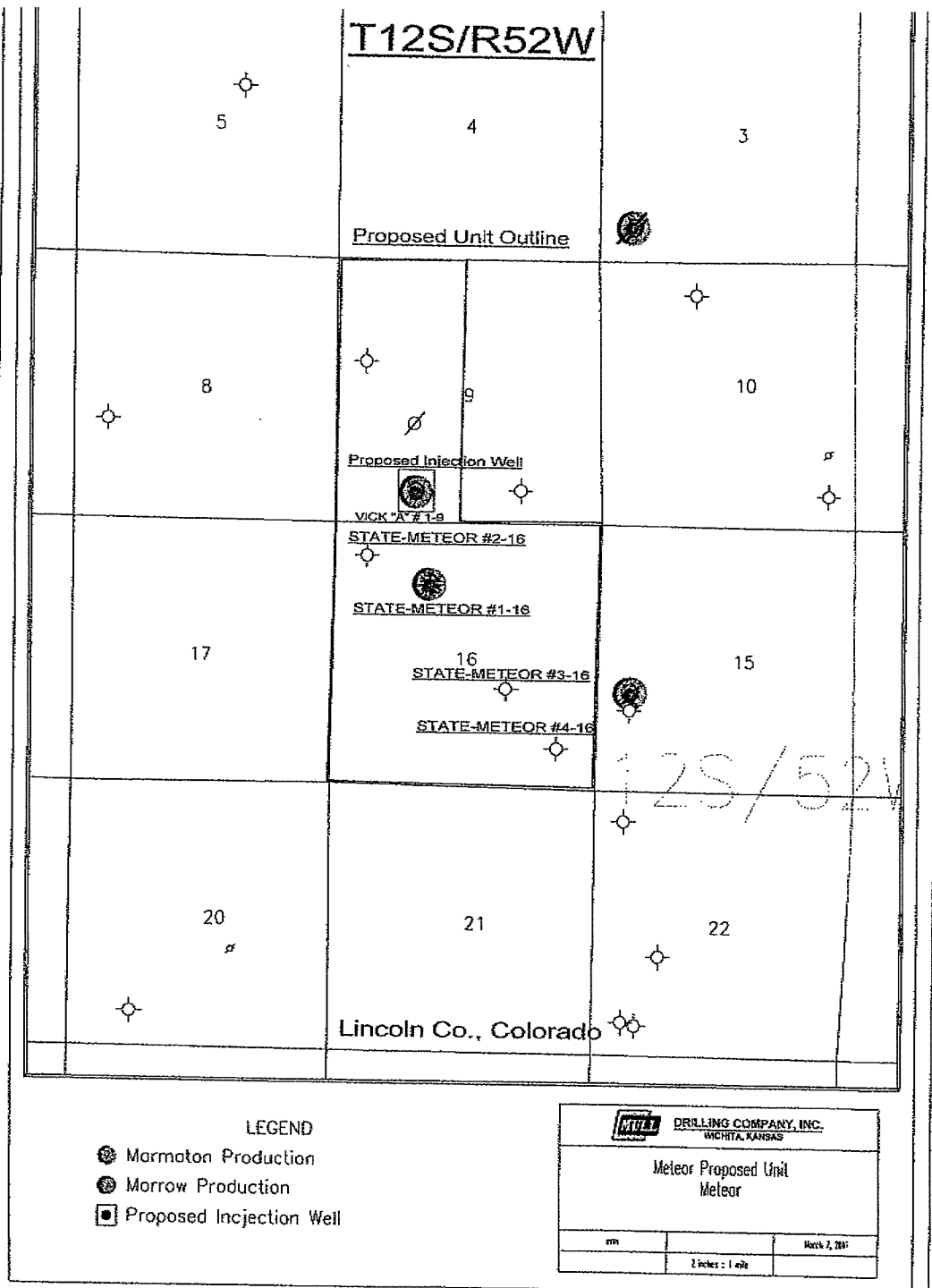
### Tract 2: All Section 16-12S-52W

<u>Name</u>	<u>Type</u>	<u>W/O</u>	<u>Unit Participation</u>
MULL DRILLING COMPANY, INC.	W/O	0.00250000	0.00157378
LEWIS M MULL REVOCABLE TRUST	W/O	0.18175589	0.11441753
KATHERINE MCKENZIE MULL TRUST	W/O	0.07342116	0.04621951
COLLINS PINE COMPANY	W/O	0.27722445	0.17451615
ANDERCO LLC	W/O	0.01875000	0.01180335
ROBERT D SWANN REVOCABLE TRUST	W/O	0.00250000	0.00157378
SAENGER MINERAL TRUST	W/O	0.00500000	0.00314756
J PROPERTIES, LLC	W/O	0.04449767	0.02801182
SHREVE ENERGY LLC	W/O	0.04287500	0.02699033
JM RESOURCES LLC	W/O	0.02892349	0.01820769
FULLERTON EXPLORATION LLC	W/O	0.06250000	0.03934451
HONDROS OIL & GAS, LLC	W/O	0.04130234	0.02600032
JFH INVESTMENT PROPERTIES LLC	W/O	0.03125000	0.01967225
LIPIZZAN PETROLEUM CORPORATION	W/O	0.03125000	0.01967225
LIPIZZAN PETROLEUM 2001 LLC	W/O	0.01562500	0.00983613
LIPIZZAN PETROLEUM 2001 JOINT VENTU	W/O	0.01562500	0.00983613
TREK AEC LLC	W/O	0.12500000	0.07868901
		<u>1.00000000</u>	<u>0.62951212</u>

### Meteor Unit Total All Tracts

<u>Name</u>	<u>Type</u>	<u>Unit Participation</u>
MULL DRILLING COMPANY, INC.	W/O	0.00255789
LEWIS M MULL REVOCABLE TRUST	W/O	0.18184343
KATHERINE MCKENZIE MULL TRUST	W/O	0.07345653
COLLINS PINE COMPANY	W/O	0.27735798
ANDERCO LLC	W/O	0.01892367
ROBERT D SWANN REVOCABLE TRUST	W/O	0.00255789
SAENGER MINERAL TRUST	W/O	0.00511578
J PROPERTIES, LLC	W/O	0.04451911
SHREVE ENERGY LLC	W/O	0.04343362
JM RESOURCES LLC	W/O	0.02893742
FULLERTON EXPLORATION LLC	W/O	0.06250000
HONDROS OIL & GAS, LLC	W/O	0.04004669
JFH INVESTMENT PROPERTIES LLC	W/O	0.03125000
LIPIZZAN PETROLEUM CORPORATION	W/O	0.03125000
LIPIZZAN PETROLEUM 2001 LLC	W/O	0.01562500
LIPIZZAN PETROLEUM 2001 JOINT VENTU	W/O	0.01562500
TREK AEC LLC	W/O	0.12500000
		<u>1.00000000</u>

Exhibit 'C'  
Meteor Unit



## EXHIBIT " D "

### ACCOUNTING PROCEDURE JOINT OPERATIONS

Attached to and made part of that certain Unit Operating Agreement dated effective June, 1, 2017 by and between Mull Drilling  
Company, Inc., as Operator, and Collins Pine Company, Etal, as Non-Operators

#### I. GENERAL PROVISIONS

IF THE PARTIES FAIL TO SELECT EITHER ONE OF COMPETING "ALTERNATIVE" PROVISIONS, OR SELECT ALL THE COMPETING "ALTERNATIVE" PROVISIONS, ALTERNATIVE 1 IN EACH SUCH INSTANCE SHALL BE DEEMED TO HAVE BEEN ADOPTED BY THE PARTIES AS A RESULT OF ANY SUCH OMISSION OR DUPLICATE NOTATION.

IN THE EVENT THAT ANY "OPTIONAL" PROVISION OF THIS ACCOUNTING PROCEDURE IS NOT ADOPTED BY THE PARTIES TO THE AGREEMENT BY A TYPED, PRINTED OR HANDWRITTEN INDICATION, SUCH PROVISION SHALL NOT FORM A PART OF THIS ACCOUNTING PROCEDURE, AND NO INFERENCE SHALL BE MADE CONCERNING THE INTENT OF THE PARTIES IN SUCH EVENT.

#### I. DEFINITIONS

All terms used in this Accounting Procedure shall have the following meaning, unless otherwise expressly defined in the Agreement:

"Affiliate" means for a person, another person that controls, is controlled by, or is under common control with that person. In this definition, (a) control means the ownership by one person, directly or indirectly, of more than fifty percent (50%) of the voting securities of a corporation or, for other persons, the equivalent ownership interest (such as partnership interests), and (b) "person" means an individual, corporation, partnership, trust, estate, unincorporated organization, association, or other legal entity.

"Agreement" means the operating agreement, farmout agreement, or other contract between the Parties to which this Accounting Procedure is attached.

"Controllable Material" means Material that, at the time of acquisition or disposition by the Joint Account, as applicable, is so classified in the Material Classification Manual most recently recommended by the Council of Petroleum Accountants Societies (COPAS).

"Equalized Freight" means the procedure of charging transportation cost to the Joint Account based upon the distance from the nearest Railway Receiving Point to the property.

"Excluded Amount" means a specified excluded trucking amount most recently recommended by COPAS.

"Field Office" means a structure, or portion of a structure, whether a temporary or permanent installation, the primary function of which is to directly serve daily operation and maintenance activities of the Joint Property and which serves as a staging area for directly chargeable field personnel.

"First Level Supervision" means those employees whose primary function in Joint Operations is the direct oversight of the Operator's field employees and/or contract labor directly employed On-site in a field operating capacity. First Level Supervision functions may include, but are not limited to:

- Responsibility for field employees and contract labor engaged in activities that can include field operations, maintenance, construction, well remedial work, equipment movement and drilling
- Responsibility for day-to-day direct oversight of rig operations
- Responsibility for day-to-day direct oversight of construction operations
- Coordination of job priorities and approval of work procedures
- Responsibility for optimal resource utilization (equipment, Materials, personnel)
- Responsibility for meeting production and field operating expense targets
- Representation of the Parties in local matters involving community, vendors, regulatory agents and landowners, as an incidental part of the supervisor's operating responsibilities
- Responsibility for all emergency responses with field staff
- Responsibility for implementing safety and environmental practices
- Responsibility for field adherence to company policy
- Responsibility for employment decisions and performance appraisals for field personnel
- Oversight of sub-groups for field functions such as electrical, safety, environmental, telecommunications, which may have group or team leaders.

"Joint Account" means the account showing the charges paid and credits received in the conduct of the Joint Operations that are to be shared by the Parties, but does not include proceeds attributable to hydrocarbons and by-products produced under the Agreement.

"Joint Operations" means all operations necessary or proper for the exploration, appraisal, development, production, protection, maintenance, repair, abandonment, and restoration of the Joint Property.

- 1 "Joint Property" means the real and personal property subject to the Agreement.
- 2
- 3 "Laws" means any laws, rules, regulations, decrees, and orders of the United States of America or any state thereof and all other
- 4 governmental bodies, agencies, and other authorities having jurisdiction over or affecting the provisions contained in or the transactions
- 5 contemplated by the Agreement or the Parties and their operations, whether such laws now exist or are hereafter amended, enacted,
- 6 promulgated or issued.
- 7
- 8 "Material" means personal property, equipment, supplies, or consumables acquired or held for use by the Joint Property.
- 9
- 10 "Non-Operators" means the Parties to the Agreement other than the Operator.
- 11
- 12 "Offshore Facilities" means platforms, surface and subsea development and production systems, and other support systems such as oil and
- 13 gas handling facilities, living quarters, offices, shops, cranes, electrical supply equipment and systems, fuel and water storage and piping,
- 14 heliport, marine docking installations, communication facilities, navigation aids, and other similar facilities necessary in the conduct of
- 15 offshore operations, all of which are located offshore.
- 16
- 17 "Off-site" means any location that is not considered On-site as defined in this Accounting Procedure.
- 18
- 19 "On-site" means on the Joint Property when in direct conduct of Joint Operations. The term "On-site" shall also include that portion of
- 20 Offshore Facilities, Shore Base Facilities, fabrication yards, and staging areas from which Joint Operations are conducted, or other
- 21 facilities that directly control equipment on the Joint Property, regardless of whether such facilities are owned by the Joint Account.
- 22
- 23 "Operator" means the Party designated pursuant to the Agreement to conduct the Joint Operations.
- 24
- 25 "Parties" means legal entities signatory to the Agreement or their successors and assigns. Parties shall be referred to individually as
- 26 "Party."
- 27
- 28 "Participating Interest" means the percentage of the costs and risks of conducting an operation under the Agreement that a Party agrees,
- 29 or is otherwise obligated, to pay and bear.
- 30
- 31 "Participating Party" means a Party that approves a proposed operation or otherwise agrees, or becomes liable, to pay and bear a share of
- 32 the costs and risks of conducting an operation under the Agreement.
- 33
- 34 "Personal Expenses" means reimbursed costs for travel and temporary living expenses.
- 35
- 36 "Railway Receiving Point" means the railhead nearest the Joint Property for which freight rates are published, even though an actual
- 37 railhead may not exist.
- 38
- 39 "Shore Base Facilities" means onshore support facilities that during Joint Operations provide such services to the Joint Property as a
- 40 receiving and transshipment point for Materials; debarkation point for drilling and production personnel and services; communication,
- 41 scheduling and dispatching center; and other associated functions serving the Joint Property.
- 42
- 43 "Supply Store" means a recognized source or common stock point for a given Material item.
- 44
- 45 "Technical Services" means services providing specific engineering, geoscience, or other professional skills, such as those performed by
- 46 engineers, geologists, geophysicists, and technicians, required to handle specific operating conditions and problems for the benefit of Joint
- 47 Operations; provided, however, Technical Services shall not include those functions specifically identified as overhead under the second
- 48 paragraph of the introduction of Section III (*Overhead*). Technical Services may be provided by the Operator, Operator's Affiliate, Non-
- 49 Operator, Non-Operator Affiliates, and/or third parties.
- 50

## 51 2. STATEMENTS AND BILLINGS

- 52
- 53 The Operator shall bill Non-Operators on or before the last day of the month for their proportionate share of the Joint Account for the
- 54 preceding month. Such bills shall be accompanied by statements that identify the AFE (authority for expenditure), lease or facility, and all
- 55 charges and credits summarized by appropriate categories of investment and expense. Controllable Material shall be separately identified
- 56 and fully described in detail, or at the Operator's option. Controllable Material may be summarized by major Material classifications.
- 57 Intangible drilling costs, audit adjustments, and unusual charges and credits shall be separately and clearly identified.
- 58
- 59 The Operator may make available to Non-Operators any statements and bills required under Section 1.2 and/or Section 1.3.A (*Advances*
- 60 *and Payments by the Parties*) via email, electronic data interchange, internet websites or other equivalent electronic media in lieu of paper
- 61 copies. The Operator shall provide the Non-Operators instructions and any necessary information to access and receive the statements and
- 62 bills within the timeframes specified herein. A statement or billing shall be deemed as delivered twenty-four (24) hours (exclusive of
- 63 weekends and holidays) after the Operator notifies the Non-Operator that the statement or billing is available on the website and/or sent via
- 64 email or electronic data interchange transmission. Each Non-Operator individually shall elect to receive statements and billings
- 65 electronically, if available from the Operator, or request paper copies. Such election may be changed upon thirty (30) days prior written
- 66 notice to the Operator.



### 3. ADVANCES AND PAYMENTS BY THE PARTIES

- A. Unless otherwise provided for in the Agreement, the Operator may require the Non-Operators to advance their share of the estimated cash outlay for the succeeding month's operations within fifteen (15) days after receipt of the advance request or by the first day of the month for which the advance is required, whichever is later. The Operator shall adjust each monthly billing to reflect advances received from the Non-Operators for such month. If a refund is due, the Operator shall apply the amount to be refunded to the subsequent month's billing or advance, unless the Non-Operator sends the Operator a written request for a cash refund. The Operator shall remit the refund to the Non-Operator within fifteen (15) days of receipt of such written request.
- B. Except as provided below, each Party shall pay its proportionate share of all bills in full within fifteen (15) days of receipt date. If payment is not made within such time, the unpaid balance shall bear interest compounded monthly at the prime rate published by the *Wall Street Journal* on the first day of each month the payment is delinquent, plus three percent (3%), per annum, or the maximum contract rate permitted by the applicable usury Laws governing the Joint Property, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts. If the *Wall Street Journal* ceases to be published or discontinues publishing a prime rate, the unpaid balance shall bear interest compounded monthly at the prime rate published by the Federal Reserve plus three percent (3%), per annum. Interest shall begin accruing on the first day of the month in which the payment was due. Payment shall not be reduced or delayed as a result of inquiries or anticipated credits unless the Operator has agreed. Notwithstanding the foregoing, the Non-Operator may reduce payment, provided it furnishes documentation and explanation to the Operator at the time payment is made, to the extent such reduction is caused by:
- (1) being billed at an incorrect working interest or Participating Interest that is higher than such Non-Operator's actual working interest or Participating Interest, as applicable; or
  - (2) being billed for a project or AFE requiring approval of the Parties under the Agreement that the Non-Operator has not approved or is not otherwise obligated to pay under the Agreement; or
  - (3) being billed for a property in which the Non-Operator no longer owns a working interest, provided the Non-Operator has furnished the Operator a copy of the recorded assignment or letter in-lieu. Notwithstanding the foregoing, the Non-Operator shall remain responsible for paying bills attributable to the interest it sold or transferred for any bills rendered during the thirty (30) day period following the Operator's receipt of such written notice; or
  - (4) charges outside the adjustment period, as provided in Section 1.4 (*Adjustments*).

### 4. ADJUSTMENTS

- A. Payment of any such bills shall not prejudice the right of any Party to protest or question the correctness thereof; however, all bills and statements, including payout statements, rendered during any calendar year shall conclusively be presumed to be true and correct, with respect only to expenditures, after twenty-four (24) months following the end of any such calendar year, unless within said period a Party takes specific detailed written exception thereto making a claim for adjustment. The Operator shall provide a response to all written exceptions, whether or not contained in an audit report, within the time periods prescribed in Section 1.5 (*Expenditure Audits*).
- B. All adjustments initiated by the Operator, except those described in items (1) through (4) of this Section 1.4.B, are limited to the twenty-four (24) month period following the end of the calendar year in which the original charge appeared or should have appeared on the Operator's Joint Account statement or payout statement. Adjustments that may be made beyond the twenty-four (24) month period are limited to adjustments resulting from the following:
- (1) a physical inventory of Controllable Material as provided for in Section V (*Inventories of Controllable Material*), or
  - (2) an offsetting entry (whether in whole or in part) that is the direct result of a specific joint interest audit exception granted by the Operator relating to another property, or
  - (3) a government/regulatory audit, or
  - (4) a working interest ownership or Participating Interest adjustment.

### 5. EXPENDITURE AUDITS

- A. A Non-Operator, upon written notice to the Operator and all other Non-Operators, shall have the right to audit the Operator's accounts and records relating to the Joint Account within the twenty-four (24) month period following the end of such calendar year in which such bill was rendered; however, conducting an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in Section 1.4 (*Adjustments*). Any Party that is subject to payout accounting under the Agreement shall have the right to audit the accounts and records of the Party responsible for preparing the payout statements, or of the Party furnishing information to the Party responsible for preparing payout statements. Audits of payout accounts may include the volumes of hydrocarbons produced and saved and proceeds received for such hydrocarbons as they pertain to payout accounting required under the Agreement. Unless otherwise provided in the Agreement, audits of a payout account shall be conducted within the twenty-four (24) month period following the end of the calendar year in which the payout statement was rendered.

Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner that will result in a minimum of inconvenience to the Operator. The Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of the Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of

those Non-Operators approving such audit.

The Non-Operator leading the audit (hereinafter "lead audit company") shall issue the audit report within ninety (90) days after completion of the audit testing and analysis; however, the ninety (90) day time period shall not extend the twenty-four (24) month requirement for taking specific detailed written exception as required in Section 1.4.A (*Adjustments*) above. All claims shall be supported with sufficient documentation.

A timely filed written exception or audit report containing written exceptions (hereinafter "written exceptions") shall, with respect to the claims made therein, preclude the Operator from asserting a statute of limitations defense against such claims, and the Operator hereby waives its right to assert any statute of limitations defense against such claims for so long as any Non-Operator continues to comply with the deadlines for resolving exceptions provided in this Accounting Procedure. If the Non-Operators fail to comply with the additional deadlines in Section 1.5.B or 1.5.C, the Operator's waiver of its rights to assert a statute of limitations defense against the claims brought by the Non-Operators shall lapse, and such claims shall then be subject to the applicable statute of limitations, provided that such waiver shall not lapse in the event that the Operator has failed to comply with the deadlines in Section 1.5.B or 1.5.C.

B. The Operator shall provide a written response to all exceptions in an audit report within one hundred eighty (180) days after Operator receives such report. Denied exceptions should be accompanied by a substantive response. If the Operator fails to provide substantive response to an exception within this one hundred eighty (180) day period, the Operator will owe interest on that exception or portion thereof, if ultimately granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section 1.3.B (*Advances and Payments by the Parties*).

C. The lead audit company shall reply to the Operator's response to an audit report within ninety (90) days of receipt, and the Operator shall reply to the lead audit company's follow-up response within ninety (90) days of receipt; provided, however, each Non-Operator shall have the right to represent itself if it disagrees with the lead audit company's position or believes the lead audit company is not adequately fulfilling its duties. Unless otherwise provided for in Section 1.5.E, if the Operator fails to provide substantive response to an exception within this ninety (90) day period, the Operator will owe interest on that exception or portion thereof, if ultimately granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section 1.3.B (*Advances and Payments by the Parties*).

D. If any Party fails to meet the deadlines in Sections 1.5.B or 1.5.C or if any audit issues are outstanding fifteen (15) months after Operator receives the audit report, the Operator or any Non-Operator participating in the audit has the right to call a resolution meeting, as set forth in this Section 1.5.D or it may invoke the dispute resolution procedures included in the Agreement, if applicable. The meeting will require one month's written notice to the Operator and all Non-Operators participating in the audit. The meeting shall be held at the Operator's office or mutually agreed location, and shall be attended by representatives of the Parties with authority to resolve such outstanding issues. Any Party who fails to attend the resolution meeting shall be bound by any resolution reached at the meeting. The lead audit company will make good faith efforts to coordinate the response and positions of the Non-Operator participants throughout the resolution process; however, each Non-Operator shall have the right to represent itself. Attendees will make good faith efforts to resolve outstanding issues, and each Party will be required to present substantive information supporting its position. A resolution meeting may be held as often as agreed to by the Parties. Issues unresolved at one meeting may be discussed at subsequent meetings until each such issue is resolved.

If the Agreement contains no dispute resolution procedures and the audit issues cannot be resolved by negotiation, the dispute shall be submitted to mediation. In such event, promptly following one Party's written request for mediation, the Parties to the dispute shall choose a mutually acceptable mediator and share the costs of mediation services equally. The Parties shall each have present at the mediation at least one individual who has the authority to settle the dispute. The Parties shall make reasonable efforts to ensure that the mediation commences within sixty (60) days of the date of the mediation request. Notwithstanding the above, any Party may file a lawsuit or complaint (1) if the Parties are unable after reasonable efforts, to commence mediation within sixty (60) days of the date of the mediation request, (2) for statute of limitations reasons, or (3) to seek a preliminary injunction or other provisional judicial relief, if in its sole judgment an injunction or other provisional relief is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties shall continue to try to resolve the dispute by mediation.

E. ☐ (*Optional Provision – Forfeiture Penalties*)

If the Non-Operators fail to meet the deadline in Section 1.5.C, any unresolved exceptions that were not addressed by the Non-Operators within one (1) year following receipt of the last substantive response of the Operator shall be deemed to have been withdrawn by the Non-Operators. If the Operator fails to meet the deadlines in Section 1.5.B or 1.5.C, any unresolved exceptions that were not addressed by the Operator within one (1) year following receipt of the audit report or receipt of the last substantive response of the Non-Operators, whichever is later, shall be deemed to have been granted by the Operator and adjustments shall be made, without interest, to the Joint Account.

## 6. APPROVAL BY PARTIES

### A. GENERAL MATTERS

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other Sections of this Accounting Procedure and if the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the

Operator shall notify all Non-Operators of the Operator's proposal and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

This Section I.6.A applies to specific situations of limited duration where a Party proposes to change the accounting for charges from that prescribed in this Accounting Procedure. This provision does not apply to amendments to this Accounting Procedure, which are covered by Section I.6.B.

#### B. AMENDMENTS

If the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, this Accounting Procedure can be amended by an affirmative vote of two ( 2 ) or more Parties, one of which is the Operator, having a combined working interest of at least eighty percent ( 80 %), which approval shall be binding on all Parties, provided, however, approval of at least one (1) Non-Operator shall be required.

#### C. AFFILIATES

For the purpose of administering the voting procedures of Sections I.6.A and I.6.B, if Parties to this Agreement are Affiliates of each other, then such Affiliates shall be combined and treated as a single Party having the combined working interest or Participating Interest of such Affiliates.

For the purposes of administering the voting procedures in Section I.6.A, if a Non-Operator is an Affiliate of the Operator, votes under Section I.6.A shall require the majority in interest of the Non-Operator(s) after excluding the interest of the Operator's Affiliate.

### II. DIRECT CHARGES

The Operator shall charge the Joint Account with the following items:

#### 1. RENTALS AND ROYALTIES

Lease rentals and royalties paid by the Operator, on behalf of all Parties, for the Joint Operations.

#### 2. LABOR

A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 ("Chargeability of Incentive Compensation Programs"), for:

- (1) Operator's field employees directly employed On-site in the conduct of Joint Operations,
- (2) Operator's employees directly employed on Shore Base Facilities, Offshore Facilities, or other facilities serving the Joint Property if such costs are not charged under Section II.6 (*Equipment and Facilities Furnished by Operator*) or are not a function covered under Section III (*Overhead*),
- (3) Operator's employees providing First Level Supervision,
- (4) Operator's employees providing On-site Technical Services for the Joint Property if such charges are excluded from the overhead rates in Section III (*Overhead*),
- (5) Operator's employees providing Off-site Technical Services for the Joint Property if such charges are excluded from the overhead rates in Section III (*Overhead*).

Charges for the Operator's employees identified in Section II.2.A may be made based on the employee's actual salaries and wages, or in lieu thereof, a day rate representing the Operator's average salaries and wages of the employee's specific job category.

Charges for personnel chargeable under this Section II.2.A who are foreign nationals shall not exceed comparable compensation paid to an equivalent U.S. employee pursuant to this Section II.2, unless otherwise approved by the Parties pursuant to Section I.6.A (*General Matters*).

B. Operator's cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Section II.2.A, excluding severance payments or other termination allowances. Such costs under this Section II.2.B may be charged on a "when and as-paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Section II.2.A. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs chargeable to the Joint Account under Sections II.2.A and B.

- 1 D. Personal Expenses of personnel whose salaries and wages are chargeable to the Joint Account under Section II.2.A when the  
2 expenses are incurred in connection with directly chargeable activities.
- 3
- 4 E. Reasonable relocation costs incurred in transferring to the Joint Property personnel whose salaries and wages are chargeable to the  
5 Joint Account under Section II.2.A. Notwithstanding the foregoing, relocation costs that result from reorganization or merger of a  
6 Party, or that are for the primary benefit of the Operator, shall not be chargeable to the Joint Account. Extraordinary relocation  
7 costs, such as those incurred as a result of transfers from remote locations, such as Alaska or overseas, shall not be charged to the  
8 Joint Account unless approved by the Parties pursuant to Section I.6.A (*General Matters*).
- 9
- 10 F. Training costs as specified in COPAS MFI-35 ("Charging of Training Costs to the Joint Account") for personnel whose salaries and  
11 wages are chargeable under Section II.2.A. This training charge shall include the wages, salaries, training course cost, and Personal  
12 Expenses incurred during the training session. The training cost shall be charged or allocated to the property or properties directly  
13 benefiting from the training. The cost of the training course shall not exceed prevailing commercial rates, where such rates are  
14 available.
- 15
- 16 G. Operator's current cost of established plans for employee benefits, as described in COPAS MFI-27 ("Employee Benefits Chargeable  
17 to Joint Operations and Subject to Percentage Limitation"), applicable to the Operator's labor costs chargeable to the Joint Account  
18 under Sections II.2.A and B based on the Operator's actual cost not to exceed the employee benefits limitation percentage most  
19 recently recommended by COPAS.
- 20
- 21 H. Award payments to employees, in accordance with COPAS MFI-49 ("Awards to Employees and Contractors") for personnel whose  
22 salaries and wages are chargeable under Section II.2.A.

### 3. MATERIAL

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

### 4. TRANSPORTATION

- A. Transportation of the Operator's, Operator's Affiliate's, or contractor's personnel necessary for Joint Operations.
- B. Transportation of Material between the Joint Property and another property, or from the Operator's warehouse or other storage point to the Joint Property, shall be charged to the receiving property using one of the methods listed below. Transportation of Material from the Joint Property to the Operator's warehouse or other storage point shall be paid for by the Joint Property using one of the methods listed below:
  - (1) If the actual trucking charge is less than or equal to the Excluded Amount the Operator may charge actual trucking cost or a theoretical charge from the Railway Receiving Point to the Joint Property. The basis for the theoretical charge is the per hundred weight charge plus fuel surcharges from the Railway Receiving Point to the Joint Property. The Operator shall consistently apply the selected alternative.
  - (2) If the actual trucking charge is greater than the Excluded Amount, the Operator shall charge Equalized Freight. Accessorial charges such as loading and unloading costs, split pick-up costs, detention, call out charges, and permit fees shall be charged directly to the Joint Property and shall not be included when calculating the Equalized Freight.

### 5. SERVICES

The cost of contract services, equipment, and utilities used in the conduct of Joint Operations, except for contract services, equipment, and utilities covered by Section III (*Overhead*), or Section II.7 (*Affiliates*), or excluded under Section II.9 (*Legal Expense*). Awards paid to contractors shall be chargeable pursuant to COPAS MFI-49 ("Awards to Employees and Contractors").

The costs of third party Technical Services are chargeable to the extent excluded from the overhead rates under Section III (*Overhead*).

### 6. EQUIPMENT AND FACILITIES FURNISHED BY OPERATOR

In the absence of a separately negotiated agreement, equipment and facilities furnished by the Operator will be charged as follows:

- A. The Operator shall charge the Joint Account for use of Operator-owned equipment and facilities, including but not limited to production facilities, Shore Base facilities, Offshore facilities, and Field Offices, at rates commensurate with the costs of ownership and operation. The cost of Field Offices shall be chargeable to the extent the Field Offices provide direct service to personnel who are chargeable pursuant to Section II.2.A (*Labor*). Such rates may include labor, maintenance, repairs, other operating expense, insurance, taxes, depreciation using straight-line depreciation method, and interest on gross investment less accumulated depreciation not to exceed \_\_\_\_\_ percent (\_\_\_\_\_) per annum; provided, however, depreciation shall not be charged when the

equipment and facilities investment have been fully depreciated. The rate may include an element of the estimated cost for abandonment, reclamation, and dismantlement. Such rates shall not exceed the average commercial rates currently prevailing in the immediate area of the Joint Property.

- B. In lieu of charges in Section II.6.A above, the Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property, less twenty percent (20%). If equipment and facilities are charged under this Section II.6.B, the Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation. For automotive equipment, the Operator may elect to use rates published by the Petroleum Motor Transport Association (PMTA) or such other organization recognized by COPAS as the official source of rates.

## 7. AFFILIATES

- A. Charges for an Affiliate's goods and/or services used in operations requiring an AFE or other authorization from the Non-Operators may be made without the approval of the Parties provided (i) the Affiliate is identified and the Affiliate goods and services are specifically detailed in the approved AFE or other authorization, and (ii) the total costs for such Affiliate's goods and services billed to such individual project do not exceed \$\_\_\_\_\_. If the total costs for an Affiliate's goods and services charged to such individual project are not specifically detailed in the approved AFE or authorization or exceed such amount, charges for such Affiliate shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).

- B. For an Affiliate's goods and/or services used in operations not requiring an AFE or other authorization from the Non-Operators, charges for such Affiliate's goods and services shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*), if the charges exceed \$\_\_\_\_\_ in a given calendar year.

- C. The cost of the Affiliate's goods or services shall not exceed average commercial rates prevailing in the area of the Joint Property, unless the Operator obtains the Non-Operators' approval of such rates. The Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation; provided, however, documentation of commercial rates shall not be required if the Operator obtains Non-Operator approval of its Affiliate's rates or charges prior to billing Non-Operators for such Affiliate's goods and services. Notwithstanding the foregoing, direct charges for Affiliate-owned communication facilities or systems shall be made pursuant to Section II.12 (*Communications*).

If the Parties fail to designate an amount in Sections II.7.A or II.7.B, in each instance the amount deemed adopted by the Parties as a result of such omission shall be the amount established as the Operator's expenditure limitation in the Agreement. If the Agreement does not contain an Operator's expenditure limitation, the amount deemed adopted by the Parties as a result of such omission shall be zero dollars (\$0.00).

## 8. DAMAGES AND LOSSES TO JOINT PROPERTY

All costs or expenses necessary for the repair or replacement of Joint Property resulting from damages or losses incurred, except to the extent such damages or losses result from a Party's or Parties' gross negligence or willful misconduct, in which case such Party or Parties shall be solely liable.

The Operator shall furnish the Non-Operator written notice of damages or losses incurred as soon as practicable after a report has been received by the Operator.

## 9. LEGAL EXPENSE

Recording fees and costs of handling, settling, or otherwise discharging litigation, claims, and liens incurred in or resulting from operations under the Agreement, or necessary to protect or recover the Joint Property, to the extent permitted under the Agreement. Costs of the Operator's or Affiliate's legal staff or outside attorneys, including fees and expenses, are not chargeable unless approved by the Parties pursuant to Section I.6.A (*General Matters*) or otherwise provided for in the Agreement.

Notwithstanding the foregoing paragraph, costs for procuring abstracts, fees paid to outside attorneys for title examinations (including preliminary, supplemental, shut-in royalty opinions, division order title opinions), and curative work shall be chargeable to the extent permitted as a direct charge in the Agreement.

## 10. TAXES AND PERMITS

All taxes and permitting fees of every kind and nature, assessed or levied upon or in connection with the Joint Property, or the production therefrom, and which have been paid by the Operator for the benefit of the Parties, including penalties and interest, except to the extent the penalties and interest result from the Operator's gross negligence or willful misconduct.

If ad valorem taxes paid by the Operator are based in whole or in part upon separate valuations of each Party's working interest, then notwithstanding any contrary provisions, the charges to the Parties will be made in accordance with the tax value generated by each Party's working interest.

Costs of tax consultants or advisors, the Operator's employees, or Operator's Affiliate employees in matters regarding ad valorem or other tax matters, are not permitted as direct charges unless approved by the Parties pursuant to Section I.6.A (*General Matters*).

Charges to the Joint Account resulting from sales/use tax audits, including extrapolated amounts and penalties and interest, are permitted, provided the Non-Operator shall be allowed to review the invoices and other underlying source documents which served as the basis for tax charges and to determine that the correct amount of taxes were charged to the Joint Account. If the Non-Operator is not permitted to review such documentation, the sales/use tax amount shall not be directly charged unless the Operator can conclusively document the amount owed by the Joint Account.

#### 11. INSURANCE

Net premiums paid for insurance required to be carried / for Joint Operations for the protection of the Parties, <sup>or deemed necessary by the Operator including General Liability Insurance and Umbrella Liability Insurance</sup> if Joint Operations are conducted at locations where the Operator acts as self-insurer in regard to its worker's compensation and employer's liability insurance obligation, the Operator shall charge the Joint Account manual rates for the risk assumed in its self-insurance program as regulated by the jurisdiction governing the Joint Property. In the case of offshore operations in federal waters, the manual rates of the adjacent state shall be used for personnel performing work On-site, and such rates shall be adjusted for offshore operations by the U.S. Longshoreman and Harbor Workers (USL&H) or Jones Act surcharge, as appropriate.

#### 12. COMMUNICATIONS

Costs of acquiring, leasing, installing, operating, repairing, and maintaining communication facilities or systems, including satellite, radio and microwave facilities, between the Joint Property and the Operator's office(s) directly responsible for field operations in accordance with the provisions of COPAS MFI-44 ("Field Computer and Communication Systems"). If the communications facilities or systems serving the Joint Property are Operator-owned, charges to the Joint Account shall be made as provided in Section II.6 (*Equipment and Facilities Furnished by Operator*). If the communication facilities or systems serving the Joint Property are owned by the Operator's Affiliate, charges to the Joint Account shall not exceed average commercial rates prevailing in the area of the Joint Property. The Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation.

#### 13. ECOLOGICAL, ENVIRONMENTAL, AND SAFETY

Costs incurred for Technical Services and drafting to comply with ecological, environmental and safety Laws or standards recommended by Occupational Safety and Health Administration (OSHA) or other regulatory authorities. All other labor and functions incurred for ecological, environmental and safety matters, including management, administration, and permitting, shall be covered by Sections II.2 (*Labor*), II.5 (*Services*), or Section III (*Overhead*), as applicable.

Costs to provide or have available pollution containment and removal equipment plus actual costs of control and cleanup and resulting responsibilities of oil and other spills as well as discharges from permitted outfalls as required by applicable Laws, or other pollution containment and removal equipment deemed appropriate by the Operator for prudent operations, are directly chargeable.

#### 14. ABANDONMENT AND RECLAMATION

Costs incurred for abandonment and reclamation of the Joint Property, including costs required by lease agreements or by Laws.

#### 15. OTHER EXPENDITURES

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II (*Direct Charges*), or in Section III (*Overhead*) and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint Operations. Charges made under this Section II.15 shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).

### III. OVERHEAD

As compensation for costs not specifically identified as chargeable to the Joint Account pursuant to Section II (*Direct Charges*), the Operator shall charge the Joint Account in accordance with this Section III.

Functions included in the overhead rates regardless of whether performed by the Operator, Operator's Affiliates or third parties and regardless of location, shall include, but not be limited to, costs and expenses of:

- warehousing, other than for warehouses that are jointly owned under this Agreement
- design and drafting (except when allowed as a direct charge under Sections II.13, III.1.A(ii), and III.2, Option B)
- inventory costs not chargeable under Section V (*Inventories of Controllable Material*)
- procurement
- administration
- accounting and auditing
- gas dispatching and gas chart integration

- human resources
- management
- supervision not directly charged under Section II.2 (*Labor*)
- legal services not directly chargeable under Section II.9 (*Legal Expense*)
- taxation, other than those costs identified as directly chargeable under Section II.10 (*Taxes and Permits*)
- preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with governmental agencies or other authorities having jurisdiction over the Joint Property, other than On-site inspections; reviewing, interpreting, or submitting comments on or lobbying with respect to Laws or proposed Laws.

Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and Personal Expenses of personnel performing overhead functions, as well as office and other related expenses of overhead functions.

# 1. OVERHEAD—DRILLING AND PRODUCING OPERATIONS

As compensation for costs incurred but not chargeable under Section II (*Direct Charges*) and not covered by other provisions of this Section III, the Operator shall charge on either:

- ☒ (Alternative 1) Fixed Rate Basis, Section III.1.B.
- ☐ (Alternative 2) Percentage Basis, Section III.1.C.

## A. TECHNICAL SERVICES

- (i) Except as otherwise provided in Section II.13 (*Ecological, Environmental, and Safety*) and Section III.2 (*Overhead – Major Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages, related payroll burdens and benefits, and Personal Expenses for On-site Technical Services, including third party Technical Services:

☒ (Alternative 1 – Direct) shall be charged direct to the Joint Account.

☐ (Alternative 2 – Overhead) shall be covered by the overhead rates.

- (ii) Except as otherwise provided in Section II.13 (*Ecological, Environmental, and Safety*) and Section III.2 (*Overhead – Major Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages, related payroll burdens and benefits, and Personal Expenses for Off-site Technical Services, including third party Technical Services:

☐ (Alternative 1 – All Overhead) shall be covered by the overhead rates.

☒ (Alternative 2 – All Direct) shall be charged direct to the Joint Account.

☐ (Alternative 3 – Drilling Direct) shall be charged direct to the Joint Account, only to the extent such Technical Services are directly attributable to drilling, re-drilling, deepening, or sidetracking operations, through completion, temporary abandonment, or abandonment if a dry hole. Off-site Technical Services for all other operations, including workover, recompletion, abandonment of producing wells, and the construction or expansion of fixed assets not covered by Section III.2 (*Overhead – Major Construction and Catastrophe*) shall be covered by the overhead rates.

Notwithstanding anything to the contrary in this Section III, Technical Services provided by Operator's Affiliates are subject to limitations set forth in Section II.7 (*Affiliates*). Charges for Technical personnel performing non-technical work shall not be governed by this Section III.1.A, but instead governed by other provisions of this Accounting Procedure relating to the type of work being performed.

## B. OVERHEAD—FIXED RATE BASIS

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

Drilling Well Rate per month \$ 6,870.00 (prorated for less than a full month)

Producing Well Rate per month \$ 687.00

- (2) Application of Overhead—Drilling Well Rate shall be as follows:

- (a) Charges for onshore drilling wells shall begin on the spud date and terminate on the date the drilling and/or completion equipment used on the well is released, whichever occurs later. Charges for offshore and inland waters drilling wells shall begin on the date the drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location, or is released, whichever occurs first. No charge shall be made during suspension of drilling and/or completion operations for fifteen (15) or more consecutive calendar days.

- (b) Charges for any well undergoing any type of workover, recompletion, and/or abandonment for a period of five (5) or more consecutive work-days shall be made at the Drilling Well Rate. Such charges shall be applied for the period from date operations, with rig or other units used in operations, commence through date of rig or other unit release, except that no charges shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.
- (3) Application of Overhead—Producing Well Rate shall be as follows:
  - (a) An active well that is produced, injected into for recovery or disposal, or used to obtain water supply to support operations for any portion of the month shall be considered as a one-well charge for the entire month.
  - (b) Each active completion in a multi-completed well shall be considered as a one-well charge provided each completion is considered a separate well by the governing regulatory authority.
  - (c) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well, unless the Drilling Well Rate applies, as provided in Sections III.1.B.(2)(a) or (b). This one-well charge shall be made whether or not the well has produced.
  - (d) An active gas well shut in because of overproduction or failure of a purchaser, processor, or transporter to take production shall be considered as a one-well charge provided the gas well is directly connected to a permanent sales outlet.
  - (e) Any well not meeting the criteria set forth in Sections III.1.B.(3) (a), (b), (c), or (d) shall not qualify for a producing overhead charge.
- (4) The well rates shall be adjusted on the first day of April each year following the effective date of the Agreement; provided, however, if this Accounting Procedure is attached to or otherwise governing the payout accounting under a farmout agreement, the rates shall be adjusted on the first day of April each year following the effective date of such farmout agreement. The adjustment shall be computed by applying the adjustment factor most recently published by COPAS. The adjusted rates shall be the initial or amended rates agreed to by the Parties increased or decreased by the adjustment factor described herein, for each year from the effective date of such rates, in accordance with COPAS MP1-47 ("Adjustment of Overhead Rates").

#### C. OVERHEAD—PERCENTAGE BASIS

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

- (a) Development Rate \_\_\_\_\_ percent (\_\_\_\_\_) % of the cost of development of the Joint Property, exclusive of costs provided under Section II.9 (Legal Expense) and all Material salvage credits.
- (b) Operating Rate \_\_\_\_\_ percent (\_\_\_\_\_) % of the cost of operating the Joint Property, exclusive of costs provided under Sections II.1 (Rentals and Royalties) and II.9 (Legal Expense); all Material salvage credits; the value of substances purchased for enhanced recovery; all property and ad valorem taxes; and any other taxes and assessments that are levied, assessed, and paid upon the mineral interest in and to the Joint Property.

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

- (a) The Development Rate shall be applied to all costs in connection with:

- [i] drilling, redrilling, sidetracking, or deepening of a well
- [ii] a well undergoing plugback or workover operations for a period of five (5) or more consecutive work-days
- [iii] preliminary expenditures necessary in preparation for drilling
- [iv] expenditures incurred in abandoning when the well is not completed as a producer
- [v] construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, other than Major Construction or Catastrophe as defined in Section III.2 (Overhead—Major Construction and Catastrophe).

- (b) The Operating Rate shall be applied to all other costs in connection with Joint Operations, except those subject to Section III.2 (Overhead—Major Construction and Catastrophe).

#### 2. OVERHEAD—MAJOR CONSTRUCTION AND CATASTROPHE

To compensate the Operator for overhead costs incurred in connection with a Major Construction project or Catastrophe, the Operator shall either negotiate a rate prior to the beginning of the project, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of the Operator's expenditure limit under the Agreement, or for any Catastrophe regardless of the amount. If the Agreement to which this Accounting Procedure is attached does not contain an expenditure limit, Major Construction Overhead shall be assessed for any single Major Construction project costing in excess of \$100,000 gross.



Major Construction shall mean the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, or in the dismantlement, abandonment, removal, and restoration of platforms, production equipment, and other operating facilities.

Catastrophe is defined as a sudden calamitous event bringing damage, loss, or destruction to property or the environment, such as an oil spill, blowout, explosion, fire, storm, hurricane, or other disaster. The overhead rate shall be applied to those costs necessary to restore the Joint Property to the equivalent condition that existed prior to the event.

A. If the Operator absorbs the engineering, design and drafting costs related to the project:

- (1) 5 % of total costs if such costs are less than \$100,000; plus
- (2) 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- (3) 2 % of total costs in excess of \$1,000,000.

B. If the Operator charges engineering, design and drafting costs related to the project directly to the Joint Account:

- (1) 5 % of total costs if such costs are less than \$100,000; plus
- (2) 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- (3) 2 % of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single Major Construction project shall not be treated separately, and the cost of drilling and workover wells and purchasing and installing pumping units and downhole artificial lift equipment shall be excluded. For Catastrophes, the rates shall be applied to all costs associated with each single occurrence or event.

On each project, the Operator shall advise the Non-Operator(s) in advance which of the above options shall apply.

For the purposes of calculating Catastrophe Overhead, the cost of drilling relief wells, substitute wells, or conducting other well operations directly resulting from the catastrophic event shall be included. Expenditures to which these rates apply shall not be reduced by salvage or insurance recoveries. Expenditures that qualify for Major Construction or Catastrophe Overhead shall not qualify for overhead under any other overhead provisions.

In the event of any conflict between the provisions of this Section III.2 and the provisions of Sections II.2 (*Labor*), II.5 (*Services*), or II.7 (*Affiliates*), the provisions of this Section III.2 shall govern.

### 3. AMENDMENT OF OVERHEAD RATES

The overhead rates provided for in this Section III may be amended from time to time if, in practice, the rates are found to be insufficient or excessive, in accordance with the provisions of Section I.6.B (*Amendments*).

## IV. MATERIAL PURCHASES, TRANSFERS, AND DISPOSITIONS

The Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for direct purchases, transfers, and dispositions. The Operator shall provide all Material for use in the conduct of Joint Operations; however, Material may be supplied by the Non-Operators, at the Operator's option. Material furnished by any Party shall be furnished without any express or implied warranties as to quality, fitness for use, or any other matter.

### 1. DIRECT PURCHASES

Direct purchases shall be charged to the Joint Account at the price paid by the Operator after deduction of all discounts received. The Operator shall make good faith efforts to take discounts offered by suppliers, but shall not be liable for failure to take discounts except to the extent such failure was the result of the Operator's gross negligence or willful misconduct. A direct purchase shall be deemed to occur when an agreement is made between an Operator and a third party for the acquisition of Material for a specific well site or location. Material provided by the Operator under "vendor stocking programs," where the initial use is for a Joint Property and title of the Material does not pass from the manufacturer, distributor, or agent until usage, is considered a direct purchase. If Material is found to be defective or is returned to the manufacturer, distributor, or agent for any other reason, credit shall be passed to the Joint Account within sixty (60) days after the Operator has received adjustment from the manufacturer, distributor, or agent.

## 2. TRANSFERS

A transfer is determined to occur when the Operator (i) furnishes Material from a storage facility or from another operated property, (ii) has assumed liability for the storage costs and changes in value, and (iii) has previously secured and held title to the transferred Material. Similarly, the removal of Material from the Joint Property to a storage facility or to another operated property is also considered a transfer; provided, however, Material that is moved from the Joint Property to a storage location for safe-keeping pending disposition may remain charged to the Joint Account and is not considered a transfer. Material shall be disposed of in accordance with Section IV.3 (*Disposition of Surplus*) and the Agreement to which this Accounting Procedure is attached.

### A. PRICING

The value of Material transferred to/from the Joint Property should generally reflect the market value on the date of physical transfer. Regardless of the pricing method used, the Operator shall make available to the Non-Operators sufficient documentation to verify the Material valuation. When higher than specification grade or size tubulars are used in the conduct of Joint Operations, the Operator shall charge the Joint Account at the equivalent price for well design specification tubulars, unless such higher specification grade or sized tubulars are approved by the Parties pursuant to Section I.6.A (*General Matters*). Transfers of new Material will be priced using one of the following pricing methods; provided, however, the Operator shall use consistent pricing methods, and not alternate between methods for the purpose of choosing the method most favorable to the Operator for a specific transfer:

- (1) Using published prices in effect on date of movement as adjusted by the appropriate COPAS Historical Price Multiplier (HPM) or prices provided by the COPAS Computerized Equipment Pricing System (CEPS).
  - (a) For oil country tubulars and line pipe, the published price shall be based upon eastern mill carload base prices (Houston, Texas, for special end) adjusted as of date of movement, plus transportation cost as defined in Section IV.2.B (*Freight*).
  - (b) For other Material, the published price shall be the published list price in effect at date of movement, as listed by a Supply Store nearest the Joint Property where like Material is normally available, or point of manufacture plus transportation costs as defined in Section IV.2.B (*Freight*).
- (2) Based on a price quotation from a vendor that reflects a current realistic acquisition cost.
- (3) Based on the amount paid by the Operator for like Material in the vicinity of the Joint Property within the previous twelve (12) months from the date of physical transfer.
- (4) As agreed to by the Participating Parties for Material being transferred to the Joint Property, and by the Parties owning the Material for Material being transferred from the Joint Property.

### B. FREIGHT

Transportation costs shall be added to the Material transfer price using the method prescribed by the COPAS Computerized Equipment Pricing System (CEPS). If not using CEPS, transportation costs shall be calculated as follows:

- (1) Transportation costs for oil country tubulars and line pipe shall be calculated using the distance from eastern mill to the Railway Receiving Point based on the carload weight basis as recommended by the COPAS MFI-38 ("Material Pricing Manual") and other COPAS MFIs in effect at the time of the transfer.
- (2) Transportation costs for special mill items shall be calculated from that mill's shipping point to the Railway Receiving Point. For transportation costs from other than eastern mills, the 30,000-pound interstate truck rate shall be used. Transportation costs for macaroni tubing shall be calculated based on the interstate truck rate per weight of tubing transferred to the Railway Receiving Point.
- (3) Transportation costs for special end tubular goods shall be calculated using the interstate truck rate from Houston, Texas, to the Railway Receiving Point.
- (4) Transportation costs for Material other than that described in Sections IV.2.B.(1) through (3), shall be calculated from the Supply Store or point of manufacture, whichever is appropriate, to the Railway Receiving Point.

Regardless of whether using CEPS or manually calculating transportation costs, transportation costs from the Railway Receiving Point to the Joint Property are in addition to the foregoing, and may be charged to the Joint Account based on actual costs incurred. All transportation costs are subject to Equalized Freight as provided in Section II.4 (*Transportation*) of this Accounting Procedure.

### C. TAXES

Sales and use taxes shall be added to the Material transfer price using either the method contained in the COPAS Computerized Equipment Pricing System (CEPS) or the applicable tax rate in effect for the Joint Property at the time and place of transfer. In either case, the Joint Account shall be charged or credited at the rate that would have governed had the Material been a direct purchase.

#### D. CONDITION

(1) Condition "A" – New and unused Material in sound and serviceable condition shall be charged at one hundred percent (100%) of the price as determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*). Material transferred from the Joint Property that was not placed in service shall be credited as charged without gain or loss; provided, however, any unused Material that was charged to the Joint Account through a direct purchase will be credited to the Joint Account at the original cost paid less restocking fees charged by the vendor. New and unused Material transferred from the Joint Property may be credited at a price other than the price originally charged to the Joint Account provided such price is approved by the Parties owning such Material, pursuant to Section 1.6.A (*General Matters*). All refurbishing costs required or necessary to return the Material to original condition or to correct handling, transportation, or other damages will be borne by the divesting property. The Joint Account is responsible for Material preparation, handling, and transportation costs for new and unused Material charged to the Joint Property either through a direct purchase or transfer. Any preparation costs incurred, including any internal or external coating and wrapping, will be credited on new Material provided these services were not repeated for such Material for the receiving property.

(2) Condition "B" – Used Material in sound and serviceable condition and suitable for reuse without reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by seventy-five percent (75%).

Except as provided in Section IV.2.D(3), all reconditioning costs required to return the Material to Condition "B" or to correct handling, transportation or other damages will be borne by the divesting property.

If the Material was originally charged to the Joint Account as used Material and placed in service for the Joint Property, the Material will be credited at the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) multiplied by sixty-five percent (65%).

Unless otherwise agreed to by the Parties that paid for such Material, used Material transferred from the Joint Property that was not placed in service on the property shall be credited as charged without gain or loss.

(3) Condition "C" – Material that is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by fifty percent (50%).

The cost of reconditioning may be charged to the receiving property to the extent Condition "C" value, plus cost of reconditioning, does not exceed Condition "B" value.

(4) Condition "D" – Material that (i) is no longer suitable for its original purpose but useable for some other purpose, (ii) is obsolete, or (iii) does not meet original specifications but still has value and can be used in other applications as a substitute for items with different specifications, is considered Condition "D" Material. Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing, or drill pipe utilized as line pipe shall be priced at used line pipe prices. Casing, tubing, or drill pipe used as higher pressure service lines than standard line pipe, e.g., power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non-upset basis. For other items, the price used should result in the Joint Account being charged or credited with the value of the service rendered or use of the Material, or as agreed to by the Parties pursuant to Section 1.6.A (*General Matters*).

(5) Condition "E" – Junk shall be priced at prevailing scrap value prices.

#### E. OTHER PRICING PROVISIONS

##### (1) Preparation Costs

Subject to Section II (*Direct Charges*) and Section III (*Overhead*) of this Accounting Procedure, costs incurred by the Operator in making Material serviceable including inspection, third party surveillance services, and other similar services will be charged to the Joint Account at prices which reflect the Operator's actual costs of the services. Documentation must be provided to the Non-Operators upon request to support the cost of service. New coating and/or wrapping shall be considered a component of the Materials and priced in accordance with Sections IV.1 (*Direct Purchases*) or IV.2.A (*Pricing*), as applicable. No charges or credits shall be made for used coating or wrapping. Charges and credits for inspections shall be made in accordance with COPAS MFI-38 ("Material Pricing Manual").

##### (2) Loading and Unloading Costs

Loading and unloading costs related to the movement of the Material to the Joint Property shall be charged in accordance with the methods specified in COPAS MFI-38 ("Material Pricing Manual").

### 3. DISPOSITION OF SURPLUS

Surplus Material is that Material, whether new or used, that is no longer required for Joint Operations. The Operator may purchase, but shall be under no obligation to purchase, the interest of the Non-Operators in surplus Material.

Dispositions for the purpose of this procedure are considered to be the relinquishment of title of the Material from the Joint Property to either a third party, a Non-Operator, or to the Operator. To avoid the accumulation of surplus Material, the Operator should make good faith efforts to dispose of surplus within twelve (12) months through buy/sale agreements, trade, sale to a third party, division in kind, or other dispositions as agreed to by the Parties.

Disposal of surplus Materials shall be made in accordance with the terms of the Agreement to which this Accounting Procedure is attached. If the Agreement contains no provisions governing disposal of surplus Material, the following terms shall apply:

- The Operator may, through a sale to an unrelated third party or entity, dispose of surplus Material having a gross sale value that is less than or equal to the Operator's expenditure limit as set forth in the Agreement to which this Accounting Procedure is attached without the prior approval of the Parties owning such Material.
- If the gross sale value exceeds the Agreement expenditure limit, the disposal must be agreed to by the Parties owning such Material.
- Operator may purchase surplus Condition "A" or "B" Material without approval of the Parties owning such Material, based on the pricing methods set forth in Section IV.2 (*Transfers*).
- Operator may purchase Condition "C" Material without prior approval of the Parties owning such Material if the value of the Materials, based on the pricing methods set forth in Section IV.2 (*Transfers*), is less than or equal to the Operator's expenditure limitation set forth in the Agreement. The Operator shall provide documentation supporting the classification of the Material as Condition C.
- Operator may dispose of Condition "D" or "E" Material under procedures normally utilized by Operator without prior approval of the Parties owning such Material.

### 4. SPECIAL PRICING PROVISIONS

#### A. PREMIUM PRICING

Whenever Material is available only at inflated prices due to national emergencies, strikes, government imposed foreign trade restrictions, or other unusual causes over which the Operator has no control, for direct purchase the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, making it suitable for use, and moving it to the Joint Property. Material transferred or disposed of during premium pricing situations shall be valued in accordance with Section IV.2 (*Transfers*) or Section IV.3 (*Disposition of Surplus*), as applicable.

#### B. SHOP-MADE ITEMS

Items fabricated by the Operator's employees, or by contract laborers under the direction of the Operator, shall be priced using the value of the Material used to construct the item plus the cost of labor to fabricate the item. If the Material is from the Operator's scrap or junk account, the Material shall be priced at either twenty-five percent (25%) of the current price as determined in Section IV.2.A (*Pricing*) or scrap value, whichever is higher. In no event shall the amount charged exceed the value of the item commensurate with its use.

#### C. MILL REJECTS

Mill rejects purchased as "limited service" casing or tubing shall be priced at eighty percent (80%) of K-55/J-55 price as determined in Section IV.2 (*Transfers*). Line pipe converted to casing or tubing with casing or tubing couplings attached shall be priced as K-55/J-55 casing or tubing at the nearest size and weight.

## V. INVENTORIES OF CONTROLLABLE MATERIAL

The Operator shall maintain records of Controllable Material charged to the Joint Account, with sufficient detail to perform physical inventories.

Adjustments to the Joint Account by the Operator resulting from a physical inventory of Controllable Material shall be made within twelve (12) months following the taking of the inventory or receipt of Non-Operator inventory report. Charges and credits for overages or shortages will be valued for the Joint Account in accordance with Section IV.2 (*Transfers*) and shall be based on the Condition "B" prices in effect on the date of physical inventory unless the inventorying Parties can provide sufficient evidence another Material condition applies.

## 1. DIRECTED INVENTORIES

Physical inventories shall be performed by the Operator upon written request of a majority in working interests of the Non-Operators (hereinafter, "directed inventory"); provided, however, the Operator shall not be required to perform directed inventories more frequently than once every five (5) years. Directed inventories shall be commenced within one hundred eighty (180) days after the Operator receives written notice that a majority in interest of the Non-Operators has requested the inventory. All Parties shall be governed by the results of any directed inventory.

Expenses of directed inventories will be borne by the Joint Account; provided, however, costs associated with any post-report follow-up work in settling the inventory will be absorbed by the Party incurring such costs. The Operator is expected to exercise judgment in keeping expenses within reasonable limits. Any anticipated disproportionate or extraordinary costs should be discussed and agreed upon prior to commencement of the inventory. Expenses of directed inventories may include the following:

- A. A per diem rate for each inventory person, representative of actual salaries, wages, and payroll burdens and benefits of the personnel performing the inventory or a rate agreed to by the Parties pursuant to Section 1.6.A (*General Matters*). The per diem rate shall also be applied to a reasonable number of days for pre-inventory work and report preparation.
- B. Actual transportation costs and Personal Expenses for the inventory team.
- C. Reasonable charges for report preparation and distribution to the Non-Operators.

## 2. NON-DIRECTED INVENTORIES

### A. OPERATOR INVENTORIES

Physical inventories that are not requested by the Non-Operators may be performed by the Operator, at the Operator's discretion. The expenses of conducting such Operator-initiated inventories shall not be charged to the Joint Account.

### B. NON-OPERATOR INVENTORIES

Subject to the terms of the Agreement to which this Accounting Procedure is attached, the Non-Operators may conduct a physical inventory at reasonable times at their sole cost and risk after giving the Operator at least ninety (90) days prior written notice. The Non-Operator inventory report shall be furnished to the Operator in writing within ninety (90) days of completing the inventory fieldwork.

### C. SPECIAL INVENTORIES

The expense of conducting inventories other than those described in Sections V.1 (*Directed Inventories*), V.2.A (*Operator Inventories*), or V.2.B (*Non-Operator Inventories*), shall be charged to the Party requesting such inventory; provided, however, inventories required due to a change of Operator shall be charged to the Joint Account in the same manner as described in Section V.1 (*Directed Inventories*).

EXHIBIT "E" TO THAT CERTAIN UNIT OPERATING AGREEMENT DATED  
EFFECTIVE JUNE 1, 2017, AND BETWEEN MULL DRILLING COMPANY, INC., AS  
OPERATOR AND COLLINS PINE COMPANY, ETAL AS NON-OPERATORS

INSURANCE

As to all operations provided for herein, Operator shall secure and maintain the following insurance in full force and effect:

- (A) **Workmen's Compensation Insurance:** In compliance with the Workmen's Compensation laws of the State of Colorado.
- (B) **Employer's Liability Insurance:** Limits of not less than \$1,000,000.00 per person, covering all employees engaged in the performance of work in the state having jurisdiction over each employee. This policy shall contain a waiver of subrogation in favor of Non-Operator with respect to operations covered by this Contract.
- (C) **Comprehensive General Liability Insurance:** For operations hereunder, a combined single limit per occurrence of \$1,000,000.00 for bodily injury and property damage. Such policy shall be endorsed to provide Blanket Contractual Liability covering obligations assumed herein.
- (D) **Comprehensive Automobile Insurance:** Including non-owned and hired vehicles, coverage with a combined single limit per occurrence of \$1,000,000.00 for bodily injury and property damage.

The insurance policies provided for in (C) and (D) shall name Non-Operator as an additional insured and shall contain a provision stating that insurance underwriters shall waive all rights of subrogation in favor of Non-Operator.

Prior to commencement of any work hereunder by Operator, its contractors and subcontractors, Operator shall furnish certificates or copies of all policies of insurance evidencing current insurance coverage by insurance carriers acceptable to Non-Operator in the amounts set forth as to Operator and in amounts required by Operator as to its contractors and subcontractors. Such insurance carriers shall be required, by the terms of the policies of insurance provided, to notify Non-Operator thirty (30) days in advance of any material change in or cancellation of such insurance.

Operator shall require each independent contractor and subcontractor to carry and maintain insurance at his own expense in amounts deemed necessary to cover the risks inherent to the work of services being performed.

**EXHIBIT "F" TO THAT CERTAIN UNIT OPERATING AGREEMENT DATED EFFECTIVE JUNE 1, 2017, BY AND BETWEEN MULL DRILLING COMPANY, INC., AS OPERATOR, COLLINS PINE COMPANY, ETAL ; AS NON-OPERATORS**

**EQUAL EMPLOYMENT OPPORTUNITY**

**I. EQUAL EMPLOYMENT OPPORTUNITY PROVISION**

During the performance of this contract, the Operator agrees as follows:

- (1) The Operator will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, or sex. The Operator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Operator agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, or sex.
- (3) The Operator will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Operator's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Operator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Operator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Operator's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Operator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Operator will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Operator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Operator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Operator may request the United States to enter into such litigation to protect the interests of the United States.

Operator acknowledges that it may be required to file Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission, and Plans for Progress with Joint Reporting Committee, Federal Depot, Jeffersonville, Indiana, within thirty (30) days of the date of contract award if such report has not been filed for the current year and otherwise comply with or file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted thereunder.

Operator further acknowledges that he may be required to develop a written affirmative action compliance program as required by the Rules and Regulations approved by the Secretary of Labor under authority of Executive Order 11246 and supply Non-Operators with a copy of such program if they so request.

## II. CERTIFICATION OF NON-SEGREGATED FACILITIES

- (1) Operator assures Non-Operators that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. For this purpose, it is understood that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, religion, or national origin because of habit, local custom, or otherwise. It is further understood and agreed that maintaining or providing segregated facilities for its employees or permitting its employees to perform their services at any location under its control where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.
- (2) Operator further understands and agrees that a breach of the assurance herein contained subjects it to the provisions of the Order at 41 CFR Chapter 60 of the Secretary of Labor dated May 21, 1968, and the provisions of the equal opportunity clause enumerated in contracts between the United States of America and Non-Operators.
- (3) Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. Sec. 1001.

## III. OCCUPATIONAL SAFETY AND HEALTH ACT

Operator will observe and comply with all safety and health standards promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Standards Act, published in 29 CFR Part 1518 and adopted by the Secretary of Labor as occupational safety and health standards under the Williams-Steiger Occupational Safety and Health Act of 1970. Such safety and health standards shall apply to all subcontractors and their employees as well as to the prime contractor and its employees.

## IV. VETERAN'S PREFERENCE

Operator agrees to comply with the following insofar as contracts it lets for an amount of \$10,000.00 or more or which will generate 400 or more mandays of employment (each man-day consisting of any day in which an employee performs more than one hour of work) and further agrees to include the following provision in contracts with Contractors and Subcontractors:

### "CONTRACTOR AND SUBCONTRACTOR LISTING REQUIREMENT"

- (1) As provided by 41 CFR 50-250, the contractor agrees that all employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by the contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required: Provided, that this provision shall not apply to openings which the contractor fills from within the contractor's organization or are filled pursuant to a customary and traditional employer-union hiring arrangement and that the listing of employment openings shall involve only the normal obligations which attach to the placing of job orders.
- (2) The contractor agrees to place the above provision in any subcontract directly under this contract.

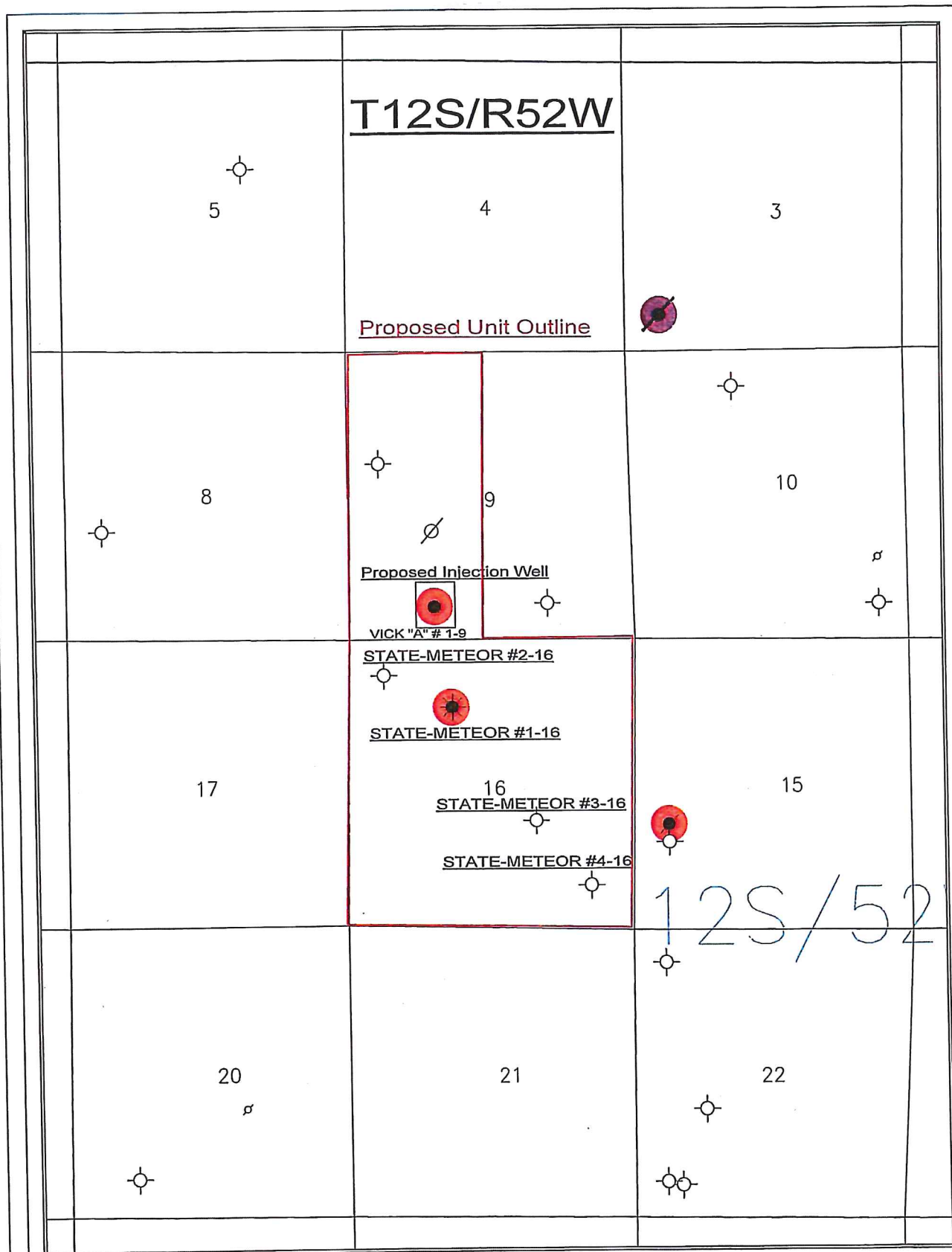
## V. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS

Operator agrees to comply with the Clean Air Act (42 U.S.C. Sec. 1857) and the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251) when conducting operations involving nonexempt contracts. In all nonexempt contracts with subcontractors, Operator shall require:




- (1) No facility is to be utilized by Subcontractor in the performance of this contract with Operator which is listed on the Environmental Protection Agency (EPA) List of Violating Facilities. See Executive Order No. 11738 of September 12, 1973, and 40 CFR Sec. 15.20.



- (2) Prompt written notification shall be given by Subcontractor to Operator of any communication indicating that any such facility is under consideration to be included on the EPA List of Violating Facilities.
- (3) Subcontractor shall comply with all requirements of Section 114 of the Clean Air Act (42 U.S.C. Sec. 1857) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in these Sections, and all regulations and guidelines issued thereunder.
- (4) The foregoing criteria and requirements shall be included in all of Sub-contractor's nonexempt subcontracts, and Subcontractor shall take such action as the Government may direct as a means of enforcing such provisions. See 40 CFR Sec. 15.4 & 5.



LEGEND

-  Marmaton Production
-  Morrow Production
-  Future Injection Well (Proposed)



DRILLING COMPANY, INC.  
WICHITA, KANSAS

Meteor Unit Proposal  
Lincoln County Colorado

etm

3/2/2017

**Exhibit B**  
**LIST OF OWNERS WITHIN ¼ MILE OF INJECTION WELLS**

**W/2 9-T12S-R52W**

WI	Lewis M. Mull Revocable Trust dated	WI	JM Resources, LLC
ORRI	September 5, 1995		1700 N. Waterfront Pkwy, Bldg 1200
	1700 N. Waterfront Pkwy, Bldg 1200		Wichita, KS 67206
	Wichita, KS 67206		
WI	Katherine McKenzie Mull Trust dated	WI	Shreve Energy, LLC
ORRI	March 18, 1993		944 Preserve CT
	1700 N. Waterfront Pkwy, Bldg 1200		Wichita, KS 67226
	Wichita, KS 67206		
WI	J Properties, LLC	WI	Collins Pine Company
ORRI	1700 N. Waterfront Pkwy, Bldg 1200	ORRI	29100 SW Town Center Loop W, STE 300
	Wichita, KS 67206		Wilsonville, OR 97070
WI	Saenger Mineral Trust dated August 16, 2007	WI	Anderco, LLC
ORRI	5831 SW Lago Drive	ORRI	3914 Sweetbay
	Augusta, KS 67010		Wichita, KS 67226
WI	Fullerton Exploration LLC	WI	JFH Investment Properties, LLC
	972 Pico PT		125 N Market, Suite 1415
	Colorado Springs, CO 80905		Wichita, KS 67202
WI	Hondros Oil and Gas LLC	WI	Lipizzan Petroleum Corporation
	4140 Executive Pkwy		Lipizzan Petroleum 2001 L.L.C.
	Westerville, OH 43081		Lipizzan Petroleum 2001 Joint Venture G.P.
			8100 E 22 <sup>nd</sup> Street N, Bldg. 600, STE F
			Wichita, KS 67226
WI	Trek AEC , LLC	RI	Dorothy Peet Bankerd Trust
	PO Box 206652		114 Knibbe Avenue
	Dallas, TX 75320		San Antonio, TX 78209
RI	Nicholas A. Aliberti	WI	Mull Drilling Company, Inc.
	3419 Via Lido #477	ORRI	1700 N. Waterfront Pkwy, Bldg 1200
	Newport Beach, CA 92663		Wichita, KS 67206
RI	Robert L. Eastham	WI	Robert D. Swann Revocable Trust
	73 Hercules Avenue	ORRI	12021 W Autumn Ridge CT
	Oroville, CA 95666		Wichita, KS 67235

ORRI Michael L. Unruh  
16 Park View Road  
Hesston, KS 67062

RI Prairie Minerals, LTD  
2001 Kirby Dr., Suite 1105  
Houston, TX 77019

ORRI Vicki Lynn Rockhill  
PO Box 213  
Constable, NY 12926

ORRI Michael L. Burns  
1819 Baltimore #206  
Kansas City, MO 64108

ORRI D. Scott Mueller  
1508 NW 151 Terrace  
Edmond, OK 73013

RI Leon Vick and Taleen Vick  
PO Box 454  
Byers, CO 80103

**E/2 9-T12S-R52W**

MI Bertha Nolan  
c/o Sue Ann Boyer  
9052 Oberton Road  
Arvada, CO 80004

MI Daniel L. McGinnis  
607 Howard  
Kimball, NE 69145

MI Pamela S. Pedersen  
P.O. Box 173  
Granby, CO 80446

Surf. Harvey A. Blackburn  
MI c/o Harvey D. Blackburn  
6325 Southridge Greens Blvd.  
Ft. Collins, CO 80525

Surf. Anna M. Blackburn Wittman  
MI 33 Salem St.  
Reading, MA 01867

Surf. Harvey D. Blackburn  
MI 6325 Southridge Greens Blvd.  
Ft. Collins, CO 80525

Surf. Leon and Taleen Vick  
MI P.O. Box 454  
Byers, CO 80103

WI C. J. Nolte, LLC  
8713 Garrison Court  
Arvada CO 80005

MI Sharon K. Bowdre  
P.O. Box 96  
Dix, NE 69133

MI Theodore J. Pratt  
P.O. Box 2045  
Granby, CO 80446

MI Judith M. Pratt  
952 W. Jackson  
Warsaw, MO 65355

Surf. Floyd A. Blackburn  
MI c/o Harvey D. Blackburn  
6325 Southridge Greens Blvd.  
Ft. Collins, CO 80525

Surf. Katheryne Blackburn McCrea  
MI 3620 Higgins St.  
Loveland, CO 80538

Surf. William L. Blackburn  
MI 7241 S. Boulder Road  
Boulder, CO 80303

MI Nicholas A. Aliberti  
3419 Via Lido #477  
Newport Beach, CA 92663

**All 16-T12S-R52W**

WI Lewis M. Mull Revocable Trust dated  
ORRI September 5, 1995  
1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

WI Katherine McKenzie Mull Trust dated  
ORRI March 18, 1993  
1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

WI J Properties, LLC  
ORRI 1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

WI Saenger Mineral Trust dated August 16, 2007  
ORRI 5831 SW Lago Drive  
Augusta, KS 67010

WI Fullerton Exploration LLC  
972 Pico PT  
Colorado Springs, CO 80905  
WI Hondros Oil and Gas LLC  
4140 Executive Pkwy  
Westerville, OH 43081

WI Trek AEC, LLC  
PO Box 206652  
Dallas, TX 75320

RI Nicholas A. Aliberti  
3419 Via Lido #477  
Newport Beach, CA 92663

RI Robert L. Eastham  
73 Hercules Avenue  
Oroville, CA 95666

ORRI Michael L. Unruh  
16 Park View Road  
Hesston, KS 67062

RI Prairie Minerals, LTD  
2001 Kirby Dr., Suite 1105  
Houston TX 77019

WI JM Resources, LLC  
1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

WI Shreve Energy, LLC  
944 Preserve CT  
Wichita, KS 67226

WI Collins Pine Company  
ORRI 29100 SW Town Center Loop W, STE 300  
Wilsonville, OR 97070

WI Anderco, LLC  
ORRI 3914 Sweetbay  
Wichita, KS 67226

WI JFH Investment Properties, LLC  
125 N Market, Suite 1415  
Wichita, KS 67202

WI Lipizzan Petroleum Corporation  
Lipizzan Petroleum 2001 L.L.C.  
Lipizzan Petroleum 2001 Joint Venture G.P.  
8100 E 22<sup>nd</sup> Street N, Bldg. 600, STE F  
Wichita, KS 67226

RI Dorothy Peet Bankerd Trust  
114 Knibbe Avenue  
San Antonio, TX 78209

WI Mull Drilling Company, Inc.  
ORRI 1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

WI Robert D. Swann Revocable Trust  
ORRI 12021 W Autumn Ridge CT  
Wichita, KS 67235

ORRI Michael L. Burns  
1819 Baltimore #206  
Kansas City, MO 64108

ORRI D. Scott Mueller  
1508 NW 151 Terrace  
Edmond, OK 73013

ORRI	Vicki Lynn Rockhill PO Box 213 Constable, NY 12926	RI	Leon Vick and Taleen Vick PO Box 454 Byers, CO 80103
Surf.	George Tempel Livestock, Ltd. P.O. Box 246 Wiley, CO 81092	MI	Donald H. Larson 100 E. Stevens Road, Unit 513 Palm Springs, CA 92262
MI	Robert Dan Thompson, II a/k/a Jr. c/o Barbara E. Grainger 514 Americas Way Box Elder, SD 57719	MI	Amelia J. Alexander 10100 Tamarack Dr. Vienna, VA 22182
MI	Jonathan E. Johnson c/o Amelia J. Alexander 10100 Tamarack Dr. Vienna, VA 22182	MI	Porter A. Thompson Heirs c/o Amelia J. Alexander 10100 Tamarack Dr. Vienna, VA 22182
MI	Willa Ann Johnson 148 Laurel Way, #28 Herndon, VA 20170	MI	EG Business Investment Group, LP c/o George M. Gibson, III 933 W. Placita Llovizna Green Valley, AZ 85614
MI	Aberdeen Investments, LLC 1017 NW Grand Blvd. Oklahoma City, OK 73118	MI	CCH Investments, LLC 1408 Kenilworth Road Nichols Hills, OK 73120
MI	Rivercrest Royalty Company 1620 Queenstown Road Nichols Hills, OK 73116	MI	Cherokee Energy, LLC P.O. Box 14693 Oklahoma City, OK 73113
MI	Buffalo Holdings, LLC 110 30th Ave N, Suite 4 Nashville, TN 37203	MI	WIASOM Energy, LLC 3902 N. Crescent Ave Farmington, NM 87401
MI	Lavanelle Nelson Aanenson 903 2nd Ave SE, Apt 154 Pipestone, MN 56164	MI	Susan Becannon 146 S. Princeton Ave, #3 Fullerton, CA 92831
MI	Mary Thompson Boyle John T. Boyle 900 E. Harrison Ave, Unit D-302 Pomona, CA 91767	MI	Francis Keith Brown 106 Cheryl Drive New Albany, IN 47150
MI	Shirley Brown 2100 Greentree North, Apt. A309 Clarksville IN 47129	MI	Kimberly Cheryl Bureau 2200 N. Delaware Dr., #38 Apache Junction. AZ 85120

MI Beverly Carlson (Tesch)  
618 N. Union St.  
Rock Rapids, IA 51246

MI Lloyd M. Carlson  
2314 310th St.  
Denison, IA 51442

MI Kenneth M. Cornelison  
c/o Vonda L. Hobson  
1848 West Avenue  
Fullerton, CA 92633

MI Daryl Nelson, Sr.  
24940 470th Ave.  
Baltic, SD 57003

MI Patricia Gayle Gilbert  
5158 Prairie Dunes Village Circle  
Lake Worth, FL 33463

MI Barbara E. Grainger  
514 Americas Way  
Box Elder, SD 57719

MI Rebecca Jean Hubbard  
111 S. Outpost Road, #3  
Apache Junction, AZ 85119

MI George Lawrence Lahusen  
#240 70 Shawville Blvd SE, Suite 1117  
Calgary, Alberta T2Y 2Z3  
Canada

MI Kathryn Shaw McDaniel  
4705 Evergreen Drive  
Port Arthur, TX 77642

MI Dawn Thompson Musser  
4349 Paseo de Oro  
Cypress, CA 90630

MI Daryl Nelson, Jr.  
678 SW Pueblo Terrace  
Port St. Lucy, FL 34953

MI Daniel L. Carlson  
1107 275th Ave.  
Dawson, MN 56232

MI Terry Carlson  
121 W. 3rd St.  
Adrian, MO 64720

MI Patricia A. Dede  
27056 479th Ave.  
Sioux Falls, SD 57108

MI Jane Foraker-Thompson  
P.O. Box 2665  
Gardnerville, NV 89410

MI Jessica Nelson Goldman  
802 8th Terrace  
Palm Beach Garden, FL 33418

MI Vonda L. Hobson  
1848 West Avenue  
Fullerton, CA 92633

MI Catherine L. Kerr  
1651 Mitchell, #N-1  
Tustin, CA 92680

MI Sue Thompson Lane  
9400 Little Gem Drive  
Brentwood, TN 37027

MI Janet (Sissie) Thompson Miles  
5571 Morning Glory Lane  
Littleton, CO 80123

MI Brigitte Nelson (a minor)  
c/o Nena Dyce  
24940 470th Ave.  
Baltic, SD 57003

MI James H. Nelson  
838 200th Ave.  
Magnolia, MN 56158

MI Jean Nelson-Anderson  
2044 520th St.  
Hanley Falls, MN 56245

MI Stanley E. Nelson  
3409 S. Pillsberry Ave.  
Sioux Falls, SD 57103

MI Amanda Lee Phillips  
2200 N. Delaware Dr., #2  
Apache Junction, AZ 85120

MI Kimberly Ann Siders Shaver  
1291 Granite Dr.  
Hemet, CA 92543

MI Charles Lewis Thompson  
2802 S. Wyoming Ave.  
Roswell, NM 88203

MI John K. Thompson  
2400 Las Palmas Dr.  
Port Arthur, TX 77642

MI Sally Thompson  
1313 Floyd Ave, #129  
Modesto, CA 95355

MI Thelia Thompson Wenstrom  
800 S. 15th St., #6201  
Sebring, OH 44672

MI Judy Nelson  
1010 E. Sunrise Place, #111  
Sioux Falls, SD 57108

MI Ann Marie Olsen  
5828 E. Norland St.  
Mesa, AZ 85215

MI Ronald G. Reeder  
2200 N. Delaware Dr., #2  
Apache Junction, AZ 85120

MI John Ronald Charles Siders  
6039 Hilltop Dr.  
Carmichael, CA 95608

MI Gladys Nelson Thompson  
Lavanelle Nelson Aanenson  
903 2nd Ave SE, Apt 154  
Pipestone, MN 56164

MI Robert Daniel Thompson, III  
3704 73rd St.  
Lubbock, TX 79423

MI William P. Thompson  
c/o Linda C. MacLean  
7410 SW Oleson Road, #381  
Portland, OR 97233  
or  
William P. Thompson  
1425 NE 7th Ave, #414  
Portland, OR 97232



**Exhibit C**  
**LIST OF INTERESTED PARTIES WITHIN ½ MILE OF PROPOSED UNIT BOUNDARY**

**S/2 4 & SE/4 5-T12S-R52W**

Surf. Anthony W. Vick and Stacy J. Vick  
MI PO Box 412  
Hugo, CO 80821

**E/2 8-T12S-R52W**

Surf. Leon S. Vick, Taleen K. Vick, F. Eugene Vick  
MI And Judy A. Vick (Life Estates)  
PO Box 454  
Byers, CO 80103

MI Prairie Minerals, LTD  
2001 Kirby Dr., Suite 1105  
Houston, TX 77019

MI Dorothy Peet Bankerd Trust  
114 Knibbe Avenue  
San Antonio, TX 78209

MI Mildred Klein Trust  
c/o First National Bank & Trust Co. of Tulsa  
PO Box 659  
Wichita Falls, TX 76307

**W/2 9-T12S-R52W**

WI Lewis M. Mull Revocable Trust dated  
ORRI September 5, 1995  
1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

WI JM Resources, LLC  
1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

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ORRI March 18, 1993  
1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

WI Shreve Energy, LLC  
944 Preserve CT  
Wichita, KS 67226

WI J Properties, LLC  
ORRI 1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

WI Collins Pine Company  
ORRI 29100 SW Town Center Loop W, STE 300  
Wilsonville, OR 97070

WI Saenger Mineral Trust dated August 16, 2007  
ORRI 5831 SW Lago Drive  
Augusta, KS 67010

WI Anderco, LLC  
ORRI 3914 Sweetbay  
Wichita, KS 67226

WI Fullerton Exploration LLC  
972 Pico PT

WI JFH Investment Properties, LLC  
125 N Market, Suite 1415

WI Hondros Oil and Gas LLC  
4140 Executive Pkwy  
Westerville, OH 43081

WI Trek AEC , LLC  
PO Box 206652  
Dallas, TX 75320

RI Nicholas A. Aliberti  
3419 Via Lido #477  
Newport Beach, CA 92663

RI Robert L. Eastham  
73 Hercules Avenue  
Oroville, CA 95666

ORRI Michael L. Unruh  
16 Park View Road  
Hesston, KS 67062

RI Prairie Minerals, LTD  
2001 Kirby Dr., Suite 1105  
Houston, TX 77019

ORRI Vicki Lynn Rockhill  
PO Box 213  
Constable, NY 12926

WI Lipizzan Petroleum Corporation  
Lipizzan Petroleum 2001 L.L.C.  
Lipizzan Petroleum 2001 Joint Venture G.P.  
8100 E 22<sup>nd</sup> Street N, Bldg. 600, STE F  
Wichita, KS 67226

RI Dorothy Peet Bankerd Trust  
114 Knibbe Avenue  
San Antonio, TX 78209

WI Mull Drilling Company, Inc.  
ORRI 1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

WI Robert D. Swann Revocable Trust  
ORRI 12021 W Autumn Ridge CT  
Wichita, KS 67235

ORRI Michael L. Burns  
1819 Baltimore #206  
Kansas City, MO 64108

ORRI D. Scott Mueller  
1508 NW 151 Terrace  
Edmond, OK 73013

RI Leon Vick and Taleen Vick  
PO Box 454  
Byers, CO 80103

**E/2 9-T12S-R52W**

MI Bertha Nolan  
c/o Sue Ann Boyer  
9052 Oberton Road  
Arvada, CO 80004

MI Daniel L. McGinnis  
607 Howard  
Kimball, NE 69145

MI Pamela S. Pedersen  
P.O. Box 173  
Granby, CO 80446

MI Sharon K. Bowdre  
P.O. Box 96  
Dix, NE 69133

MI Theodore J. Pratt  
P.O. Box 2045  
Granby, CO 80446

MI Judith M. Pratt  
952 W. Jackson  
Warsaw, MO 65355

Surf. Harvey A. Blackburn  
MI c/o Harvey D. Blackburn  
6325 Southridge Greens Blvd.  
Ft. Collins, CO 80525

Surf. Anna M. Blackburn Wittman  
MI 33 Salem St.  
Reading, MA 01867

Surf. Harvey D. Blackburn  
MI 6325 Southridge Greens Blvd.  
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Surf. Leon and Taleen Vick  
MI P.O. Box 454  
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WI C. J. Nolte, LLC  
8713 Garrison Court  
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Surf. Floyd A. Blackburn  
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Ft. Collins, CO 80525

Surf. Katheryne Blackburn McCrea  
MI 3620 Higgins St.  
Loveland, CO 80538

Surf. William L. Blackburn  
MI 7241 S. Boulder Road  
Boulder, CO 80303

MI Nicholas A. Aliberti  
3419 Via Lido #477  
Newport Beach, CA 92663

#### **SW/4 10-T12S-R52W**

Surf. Cottonwood Grazing Association  
MI 62630 County Road 44  
Arriba, CO 80804

Surf. Fredrick J. Crawford, Etal  
MI 207 West Logan Street  
Sterling, CO 80751

#### **W/2 15-T12S-R52W**

Surf. Cottonwood Grazing Association  
62630 County Road 44  
Arriba, CO 80804

MI Exxon Corporation  
PO Box 53  
Houston, TX 77001

#### **All 16-T12S-R52W**

WI Lewis M. Mull Revocable Trust dated  
ORRI September 5, 1995  
1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

WI JM Resources, LLC  
1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

WI Katherine McKenzie Mull Trust dated  
ORRI March 18, 1993  
1700 N. Waterfront Pkwy, Bldg 1200

WI Shreve Energy, LLC  
944 Preserve CT  
Wichita, KS 67226

WI J Properties, LLC  
ORRI 1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

WI Saenger Mineral Trust dated August 16, 2007  
ORRI 5831 SW Lago Drive  
Augusta, KS 67010

WI Fullerton Exploration LLC  
972 Pico PT  
Colorado Springs, CO 80905

WI Hondros Oil and Gas LLC  
4140 Executive Pkwy  
Westerville, OH 43081

WI Trek AEC, LLC  
PO Box 206652  
Dallas, TX 75320

RI Nicholas A. Aliberti  
3419 Via Lido #477  
Newport Beach, CA 92663

RI Robert L. Eastham  
73 Hercules Avenue  
Oroville, CA 95666

ORRI Michael L. Unruh  
16 Park View Road  
Hesston, KS 67062

RI Prairie Minerals, LTD  
2001 Kirby Dr., Suite 1105  
Houston, TX 77019

ORRI Vicki Lynn Rockhill  
PO Box 213  
Constable, NY 12926

Surf. George Tempel Livestock, Ltd.  
P.O. Box 246  
Wiley, CO 81092

WI Collins Pine Company  
ORRI 29100 SW Town Center Loop W, STE 300  
Wilsonville, OR 97070

WI Anderco, LLC  
ORRI 3914 Sweetbay  
Wichita, KS 67226

WI JFH Investment Properties, LLC  
125 N Market, Suite 1415  
Wichita, KS 67202

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100 E. Stevens Road, Unit 513  
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MI	Robert Dan Thompson, II a/k/a Jr. c/o Barbara E. Grainger 514 Americas Way Box Elder, SD 57719	MI	Amelia J. Alexander 10100 Tamarack Dr. Vienna, VA 22182
MI	Jonathan E. Johnson c/o Amelia J. Alexander 10100 Tamarack Dr. Vienna, VA 22182	MI	Porter A. Thompson Heirs c/o Amelia J. Alexander 10100 Tamarack Dr. Vienna, VA 22182
MI	Willa Ann Johnson 148 Laurel Way, #28 Herndon, VA 20170	MI	EG Business Investment Group, LP c/o George M. Gibson, III 933 W. Placita Llovizna Green Valley, AZ 85614
MI	Aberdeen Investments, LLC 1017 NW Grand Blvd. Oklahoma City, OK 73118	MI	CCH Investments, LLC 1408 Kenilworth Road Nichols Hills, OK 73120
MI	Rivercrest Royalty Company 1620 Queenstown Road Nichols Hills, OK 73116	MI	Cherokee Energy, LLC P.O. Box 14693 Oklahoma City, OK 73113
MI	Buffalo Holdings, LLC 110 30th Ave N, Suite 4 Nashville, TN 37203	MI	WIASOM Energy, LLC 3902 N. Crescent Ave Farmington, NM 87401
MI	Lavanelle Nelson Aanenson 903 2nd Ave SE, Apt 154 Pipestone, MN 56164	MI	Susan Becannon 146 S. Princeton Ave, #3 Fullerton, CA 92831
MI	Mary Thompson Boyle John T. Boyle 900 E. Harrison Ave, Unit D-302 Pomona, CA 91767	MI	Francis Keith Brown 106 Cheryl Drive New Albany, IN 47150
MI	Shirley Brown 2100 Greentree North, Apt. A309 Clarksville, IN 47129	MI	Kimberly Cheryl Bureau 2200 N. Delaware Dr., #38 Apache Junction, AZ 85120
MI	Beverly Carlson (Tesch) 618 N. Union St. Rock Rapids, IA 51246	MI	Daniel L. Carlson 1107 275th Ave. Dawson, MN 56232
MI	Lloyd M. Carlson 2314 310th St. Denison. IA 51442	MI	Terry Carlson 121 W. 3rd St. Adrian. MO 64720

MI	Kenneth M. Cornelison c/o Vonda L. Hobson 1848 West Avenue Fullerton, CA 92633	MI	Patricia A. Dede 27056 479th Ave. Sioux Falls, SD 57108
MI	Daryl Nelson, Sr. 24940 470th Ave. Baltic, SD 57003	MI	Jane Foraker-Thompson P.O. Box 2665 Gardnerville, NV 89410
MI	Patricia Gayle Gilbert 5158 Prairie Dunes Village Circle Lake Worth, FL 33463	MI	Jessica Nelson Goldman 802 8th Terrace Palm Beach Garden, FL 33418
MI	Barbara E. Grainger 514 Americas Way Box Elder, SD 57719	MI	Vonda L. Hobson 1848 West Avenue Fullerton, CA 92633
MI	Rebecca Jean Hubbard 111 S. Outpost Road, #3 Apache Junction, AZ 85119	MI	Catherine L. Kerr 1651 Mitchell, #N-1 Tustin, CA 92680
MI	George Lawrence Lahusen #240 70 Shawville Blvd SE, Suite 1117 Calgary, Alberta T2Y 2Z3 Canada	MI	Sue Thompson Lane 9400 Little Gem Drive Brentwood, TN 37027
MI	Kathryn Shaw McDaniel 4705 Evergreen Drive Port Arthur, TX 77642	MI	Janet (Sissie) Thompson Miles 5571 Morning Glory Lane Littleton, CO 80123
MI	Dawn Thompson Musser 4349 Paseo de Oro Cypress, CA 90630	MI	Brigette Nelson (a minor) c/o Nena Dyce 24940 470th Ave. Baltic, SD 57003
MI	Daryl Nelson, Jr. 678 SW Pueblo Terrace Port St. Lucy, FL 34953	MI	James H. Nelson 838 200th Ave. Magnolia, MN 56158
MI	Jean Nelson-Anderson 2044 520th St. Hanley Falls, MN 56245	MI	Judy Nelson 1010 E. Sunrise Place, #111 Sioux Falls, SD 57108
MI	Stanley E. Nelson 3409 S. Pillsberry Ave. Sioux Falls, SD 57103	MI	Ann Marie Olsen 5828 E. Norland St. Mesa, AZ 85215

MI Amanda Lee Phillips  
2200 N. Delaware Dr., #2  
Apache Junction, AZ 85120

MI Kimberly Ann Siders Shaver  
1291 Granite Dr.  
Hemet, CA 92543

MI Charles Lewis Thompson  
2802 S. Wyoming Ave.  
Roswell, NM 88203

MI John K. Thompson  
2400 Las Palmas Dr.  
Port Arthur, TX 77642

MI Sally Thompson  
1313 Floyd Ave, #129  
Modesto, CA 95355

MI Thelia Thompson Wenstrom  
800 S. 15th St., #6201  
Sebring, OH 44672

MI Ronald G. Reeder  
2200 N. Delaware Dr., #2  
Apache Junction, AZ 85120

MI John Ronald Charles Siders  
6039 Hilltop Dr.  
Carmichael, CA 95608

MI Gladys Nelson Thompson  
Lavanelle Nelson Aanenson  
903 2nd Ave SE, Apt 154  
Pipestone, MN 56164

MI Robert Daniel Thompson, III  
3704 73rd St.  
Lubbock, TX 79423

MI William P. Thompson  
c/o Linda C. MacLean  
7410 SW Oleson Road, #381  
Portland, OR 97233  
or  
William P. Thompson  
1425 NE 7th Ave, #414  
Portland, OR 97232

**E/2 17-T12S-R52W**

Surf. Vick Living Trust  
c/o Rayford & Cynthia Vick, Trustees  
33625 HWY 40/287  
Hugo, CO 80821

MI Exxon Corporation  
PO Box 53  
Houston, TX 77001

**NE/4 20-T12S-R52W**

Surf. Vick Living Trust  
c/o Rayford & Cynthia Vick, Trustees  
33625 HWY 40/287  
Hugo, CO 80821

MI Mac M. Naughton, Etal  
c/o Luther E. Naughton  
2402 East Lake Drive, Lot 8  
Union, NE 67455

**N/2 21-T12S-R52W**

Surf. Vick Living Trust  
c/o Rayford & Cynthia Vick, Trustees  
33625 HWY 40/287  
Hugo, CO 80821

MI Exxon Corporation  
PO Box 53  
Houston, TX 77001

**NW/4 22-T12S-R52W**

Surf. Cottonwood Grazing Association  
62630 County Road 44  
Arriba, CO 80804

MI Prairie Minerals, LTD  
2001 Kirby Dr., Suite 1105  
Houston, TX 77019

MI Dorothy Peet Bankerd Trust  
114 Knibbe Avenue  
San Antonio, TX 78209



**EXHIBIT D**  
**FLUID INJECTION INFORMATION REQUIRED BY RULE 401.B.(4)**

- A. *The name, description, thickness and depth of the following formations: those from which wells are producing or having produced; those which will receive any fluids to be injected; those capable of limiting the movement of any fluids to be injected;*

The Fort Scott formation is a porous limestone occurring at a depth of approximately 5950' in the Meteor Field. The thickness of the porous Fort Scott limestone is approximately 20'. It is bound above by an impermeable shale and below by a low porosity, extremely low permeability limestone.

The top of the Morrow formation in the Meteor Field is at a depth of approximately 6500' and the overall thickness of the formation is approximately 200'. The productive Morrow interval is the V-11 Sand, which has a thickness of 12' to 14' in the producing wells of the Meteor Field. The Morrow reservoir sand is bound above by Morrow Shale and below by the Keyes Limestone. The Keyes Limestone is very low porosity and extremely low permeability.

- B. *The name and the depth to the bottom of all underground sources of drinking water which may be affected by the proposed activity or operation;*

No underground sources of drinking water will be affected by the proposed activity and operations of the Meteor Unit. All producing or proposed injection wells in the area have continuous cement coverage from at least 335' to surface. All dry holes or plugged wells have continuous cement coverage from at least 350' to surface.

- C. *A resistivity log, run from the bottom of the surface casing to total depth of the injection well or wells, or a resistivity log of any well within one (1) mile together with a log from that well that can be correlated with a similar log of the injection well. If the injection well is to be drilled, a description of the typical stratigraphic level of the injection formation and any other available logging or testing data;*

Mull Drilling Company is proposing one injection well in the Unit, the Vick A #1-9 (API #05-073-06304). The Vick A #1-9 had a resistivity log, run from the bottom of the surface casing to the total depth of the well, but a digital copy is not available. The State-Meteor #1-16 (API #05-073-06300), which will be the producing well in the Meteor Unit, is approximately ½ mile south of the proposed injection well. A resistivity log has also been run from surface casing to total depth on the State-Meteor #1-16, which is on file with the COGCC, Document #1234751.

- D. *A description of the casing of the injection well or wells or the proposed casing program, including a schematic drawing of the surface and subsurface construction details of the system and a full description of cement jobs already in place or proposed;*

The proposed injection well has 8-5/8" surface casing set to 358' and cemented to surface. The proposed injection well has a DV Tool set at 4342', which was cemented with 200 sacks of cement. The top of cement on was found on cement bond log to be at 1850'. The proposed injection well has production casing set at 6923' and was cemented with 150 sacks of cement. The top of cement was found by cement bond log to be 6020'.

A schematic drawing of the proposed future configuration of the Vick A #1-9 is attached as Exhibit D-1.

- E. *A statement specifying the type of fluid to be injected, chemical analysis of the fluid to be injected, the source of the fluid, the estimated amounts to be injected daily, the anticipated injection pressures, water analysis of receiving formation, any available data on the compatibility of the fluid with the receiving formations and known or calculated fracture gradient (maximum authorized surface injection pressure will be set by the Director);*

The only fluid to be injected into the Meteor Unit will be produced water from the Fort Scott and Morrow formations. A water analysis from the State-Meteor #1-16 is attached as Exhibit D-2 showing the Total Dissolved Solids in the produced water to be 80,535 ppm.

The initial water to be injected into the unitized formation is anticipated to be 200 barrels per day. Throughout the life of the unit, water production and injection is anticipated to increase up to approximately 500 barrels per day.

No data is available for the fracture gradient of the Fort Scott or Morrow formations. A maximum injection pressure of 500 psig is requested.

- F. *A description of any proposed stimulation program;*

No stimulation is proposed or anticipated.

- G. *The name and address of the operator or operators of the project and those persons notified by the applicant.*

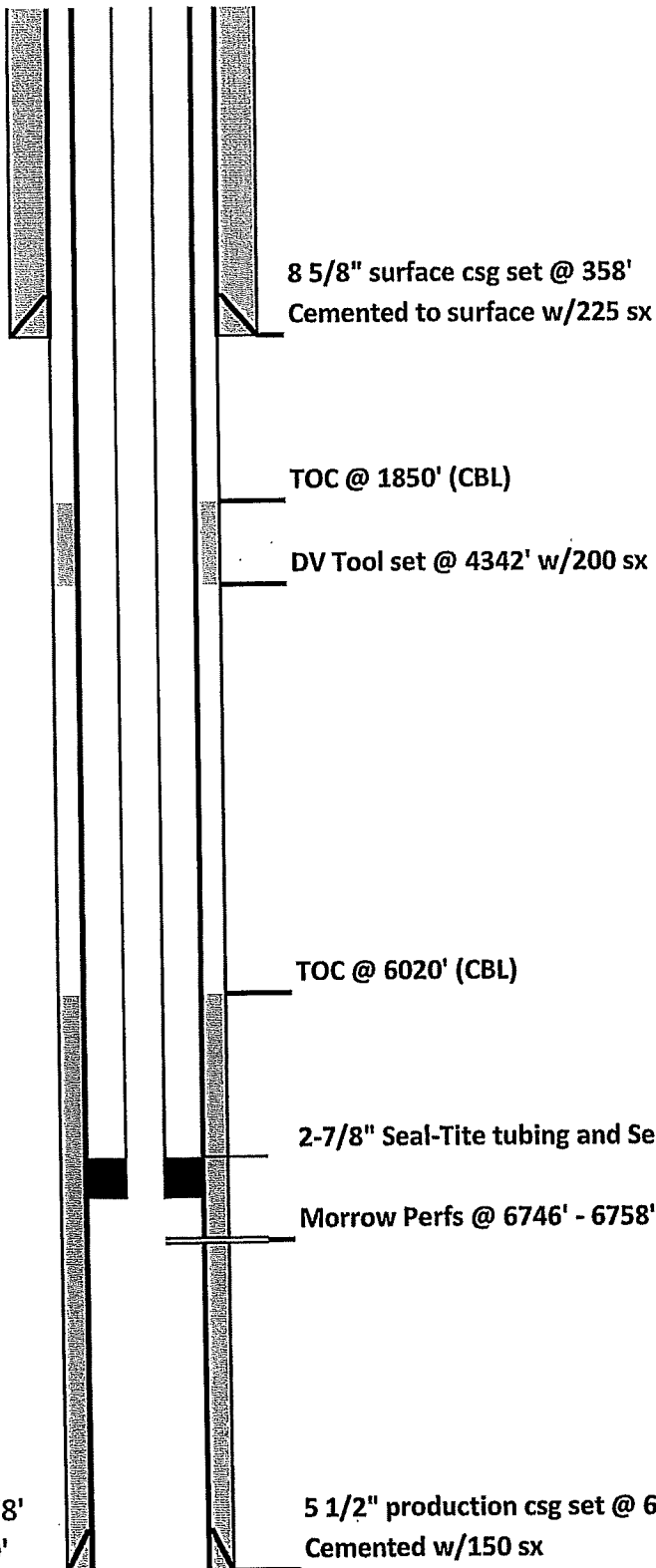
Mull Drilling Company, Inc.  
1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

The parties notified by the Applicant are attached to the Application as Exhibit C. Copies of the Application were sent to such parties, but due to the voluminous nature of the exhibits, the copies of the Application did not include the exhibits. However, such parties were notified that copies of the exhibits will be sent upon request.



**DRILLING COMPANY, INC.**  
**WICHITA, KANSAS**

**Proposed Injection Well Diagram**



Date:	3/2/2017
Well Name:	Vick "A" #1-9
Location:	600' FSL & 1650' FWL SE/4 SW/4 9-12S-52W
County:	Lincoln
State:	Colorado
API:	05-073-06304
GL:	4965'
KB:	4976'
Spud Date:	5/28/2003

**DownHole SAT<sup>tm</sup>****SURFACE WATER CHEMISTRY INPUT**

Mull Drilling  
WH  
T. Good

State Meteor

Report Date: 06-05-2013      Sampled: 05-17-2013  
Sample #: 24970                      at 1354

**CATIONS**

Calcium (as Ca)	3954
Magnesium (as Mg)	651.40
Barium (as Ba)	1.80
Strontium (as Sr)	0.00
Sodium (as Na)	25665
Potassium (as K)	0.00
Lithium (as Li)	0.00
Ammonia (as NH <sub>3</sub> )	0.00
Aluminum (as Al)	0.00
Iron (as Fe)	65.70
Manganese (as Mn)	1.80
Zinc (as Zn)	0.00
Lead (as Pb)	0.00

**ANIONS**

Chloride (as Cl)	50000
Sulfate (as SO <sub>4</sub> )	553.00
Bromine (as Br)	0.00
Dissolved CO <sub>2</sub> (as CO <sub>2</sub> )	116.68
Bicarbonate (as HCO <sub>3</sub> )	561.20
Carbonate (as CO <sub>3</sub> )	0.00
Oxalic acid (as C <sub>2</sub> O <sub>4</sub> )	0.00
Silica (as SiO <sub>2</sub> )	0.00
Phosphate(as PO <sub>4</sub> )	0.00
H <sub>2</sub> S (as H <sub>2</sub> S)	0.00
Fluoride (as F)	0.00
Nitrate (as NO <sub>3</sub> )	0.00
Boron (as B)	0.00

**PARAMETERS**

pH	6.74
Temperature (°F)	72.00
Density(g/mL)	1.05
Pressure(atm)	1.00
Calculated T.D.S.	80535
Molar Conductivity	59951
Dissolved O <sub>2</sub>	0.00

**REEF CORPORATION**

7906 West Highway 80, Midland, TX 79706

**BEFORE THE OIL AND GAS CONSERVATION COMMISSION  
OF THE STATE OF COLORADO**

IN THE MATTER OF THE APPLICATION OF MULL  
DRILLING COMPANY, INC. FOR AN ORDER  
ESTABLISHING THE METEOR UNIT FOR  
ENHANCED RECOVERY FROM THE FORT  
SCOTT AND THE MORROW FORMATIONS FOR  
CERTAIN DESCRIBED LANDS IN THE METEOR  
FIELD, LINCOLN COUNTY, COLORADO

CAUSE NO.

DOCKET NO. 171200\_\_\_\_

**AFFIDAVIT OF MAILING**

STATE OF COLORADO

)

)ss.

CITY AND COUNTY OF DENVER

)

The undersigned, of lawful age and being first duly sworn upon my oath, state and declare that I am the attorney for Mull Drilling Company, Inc., and that on or before the 2nd day of November, 2017, I caused a copy of the Application to be deposited in the United States Mail, postage prepaid addressed to the parties listed on Exhibit A to this Affidavit.




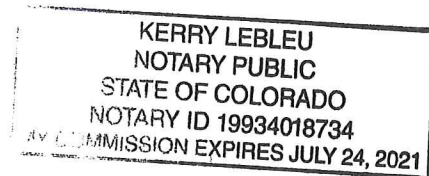
Jamie L. Jost

Kelsey H. Wasylenky

Subscribed and sworn to before me this 27th day of October, 2017.

Witness my hand and official seal.

[SEAL]

  
\_\_\_\_\_  
Notary Public

**Exhibit A**  
**Mull - Meteor Unit**

Anthony W. Vick and Stacy J. Vick  
PO Box 412  
Hugo, CO 80821

J Properties, LLC  
1700 N. Waterfront Pkwy, Bldg 1200  
Wichita, KS 67206

Leon S. Vick, Taleen K. Vick, F. Eugene Vick  
And Judy A. Vick (Life Estates)  
PO Box 454  
Byers, CO 80103

Collins Pine Company  
29100 SW Town Center Loop W, STE 300  
Wilsonville, OR 97070

Prairie Minerals, LTD  
2001 Kirby Dr., Suite 1105  
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114 Knibbe Avenue  
San Antonio, TX 78209

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3914 Sweetbay  
Wichita, KS 67226

Mildred Klein Trust  
c/o First National Bank & Trust Co. of Tulsa  
PO Box 659  
Wichita Falls, TX 76307

Fullerton Exploration LLC  
972 Pico PT  
Colorado Springs, CO 80905

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dated September 5, 1995  
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607 Howard  
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Pamela S. Pedersen  
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Floyd A. Blackburn  
c/o Harvey D. Blackburn  
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Katheryne Blackburn McCrea  
3620 Higgins St.  
Loveland, CO 80538

Harvey D. Blackburn  
6325 Southridge Greens Blvd.  
Ft. Collins, CO 80525

William L. Blackburn  
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Palm Springs, CA 92262

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Box Elder, SD 57719

Amelia J. Alexander  
10100 Tamarack Dr.  
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Jonathan E. Johnson  
c/o Amelia J. Alexander  
10100 Tamarack Dr.  
Vienna, VA 22182

Porter A. Thompson Heirs  
c/o Amelia J. Alexander  
10100 Tamarack Dr.  
Vienna, VA 22182

Willa Ann Johnson  
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Herndon, VA 20170

EG Business Investment Group, LP  
c/o George M. Gibson, III  
933 W. Placita Llovizna  
Green Valley, AZ 85614

Aberdeen Investments, LLC  
1017 NW Grand Blvd.  
Oklahoma City, OK 73118

CCH Investments, LLC  
1408 Kenilworth Road  
Nichols Hills, OK 73120

Rivercrest Royalty Company  
1620 Queenstown Road  
Nichols Hills, OK 73116

Cherokee Energy, LLC  
P.O. Box 14693  
Oklahoma City, OK 73113

Buffalo Holdings, LLC  
110 30th Ave N, Suite 4  
Nashville, TN 37203

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3902 N. Crescent Ave  
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Lavanelle Nelson Aanenson  
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Susan Becannon  
146 S. Princeton Ave, #3  
Fullerton, CA 92831

Mary Thompson Boyle  
John T. Boyle  
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Pomona, CA 91767

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New Albany, IN 47150

Shirley Brown  
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Clarksville, IN 47129

Kimberly Cheryl Bureau  
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Apache Junction, AZ 85120

Beverly Carlson (Tesch)  
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Rock Rapids, IA 51246

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Dawson, MN 56232

Lloyd M. Carlson  
2314 310th St.  
Denison, IA 51442

Terry Carlson  
121 W. 3rd St.  
Adrian, MO 64720

Kenneth M. Cornelison  
c/o Vonda L. Hobson  
1848 West Avenue  
Fullerton, CA 92633

Patricia A. Dede  
27056 479th Ave.  
Sioux Falls, SD 57108

Daryl Nelson, Sr.  
24940 470th Ave.  
Baltic, SD 57003

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