

ORDER / CASE NO: CASE NO. 4-2012

**ORDER / NOTICE OF
RECOMMENDATION TYPE: UNITIZATION**

COUNTY: HARDING

**LOCATION(S): T. 23N., R. 5E.,
SE1/4 SEC. 28,
E1/2 SEC. 32, ALL OF
SEC. 33**

**T. 22N., R. 5E.,
N1/2 SEC. 4, ALL OF SEC. 5,
E1/2 SW1/4 SEC. 6,
N1/2 SEC. 7, NW1/4 SEC. 8**

**OPERATOR: LUFF EXPLORATION
COMPANY**

DATE ORDER ISSUED: 06/14/2012

DATE ORDER CLOSED:

**AMENDS: ORDER NOS. 1-1973, 2-1973A,
3-1973B, 19-1997, 4-1999, 4-2000,
5-2004, 2-2005, 2-2007, 3-2011**

AMENDED BY:

APPROVAL STATUS: APPROVED

**FIELD NAME: TRAVERS RANCH FIELD
STATE LINE FIELD
YELLOW HAIR FIELD**

**UNIT NAME: TRAVERS RANCH RED RIVER
UNIT**

STATE OF SOUTH DAKOTA
DEPARTMENT OF ENVIRONMENTAL AND NATURAL RESOURCES
BOARD OF MINERALS AND ENVIRONMENT

Case No. 4-2012

IN THE MATTER OF THE PETITION OF)
LUFF EXPLORATION COMPANY FOR AN)
ORDER APPROVING THE OPERATION OF)
A PORTION OF THE TRAVERS RANCH)
FIELD, THE STATE LINE FIELD, AND THE)
YELLOW HAIR FIELD, CONSISTING OF)
THE SE/4 OF SECTION 28, THE E/2 OF)
SECTION 32 AND ALL OF SECTION 33,)
TOWNSHIP 23 NORTH, RANGE 5 EAST,)
AND THE N/2 OF SECTION 4, ALL OF)
SECTION 5, THE E/2 AND SW/4 OF)
SECTION 6, THE N/2 OF SECTION 7 AND)
THE NW/4 OF SECTION 8, TOWNSHIP 22)
NORTH, RANGE 5 EAST, HARDING)
COUNTY, SOUTH DAKOTA, AS THE)
TRAVERS RANCH RED RIVER UNIT;)
PROVIDING FOR THE RECOVERY OF RISK)
COMPENSATION FROM OWNERS WHO)
ELECT TO HAVE THEIR SHARE OF UNIT)
EXPENSES CARRIED; AMENDING)
EXISTING ORDERS TO INCLUDE ALL OF)
SAID LANDS IN THE TRAVERS RANCH)
FIELD; APPROVING THE UNIT)
AGREEMENT AND UNIT OPERATING)
AGREEMENT FOR THE UNIT;)
DESIGNATING LUFF EXPLORATION)
COMPANY AS UNIT OPERATOR; AND)
GRANTING SUCH OTHER RELIEF AS THE)
BOARD DEEMS APPROPRIATE.)

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER**

The South Dakota Board of Minerals and Environment (“Board”) held a hearing in Pierre, South Dakota pursuant to notice on June 14, 2012, upon the Petition of Luff Exploration Company (“Luff”) in the captioned matter. A quorum of the Board was present at the hearing. The Board, having considered the testimony, other evidence and arguments offered by Luff, and having afforded other interested parties the opportunity to present evidence and arguments, now makes and enters the following:

FINDINGS OF FACT

1. By Amended Petition dated April 13, 2012, Luff petitioned the Board for an order approving the operation of a portion of the Travers Ranch, State Line and Yellow Hair Fields as the Travers Ranch Red River Unit (the "Unit"), approving the Unit Agreement and Unit Operating Agreement for the unit, and designating Luff as unit operator.

2. On April 20, 2012, the Board issued its Notice of Hearing setting the matter for hearing on June 14, 2012, and requiring any person wishing to intervene to file a petition for intervention. No person or entity has sought leave to intervene in this matter.

3. The Department caused proper notice of the time, date and location of the re-scheduled hearing to be timely published pursuant to SDCL 45-9-58. Luff gave proper and timely notice of the time, date and location of the hearing to all persons and entities who own interests in the mineral estate within the Unit as well as within one-half mile around the boundary of the Unit.

4. Luff proposes that the Unit consist of the following described lands (the "Unit Area") in Harding County, South Dakota:

Township 23 North, Range 5 East

Section 28: SE/4
Section 32: E/2
Section 33: All

Township 22 North, Range 5 East

Section 4: N/2
Section 5: All
Section 6: E/2, SW/4
Section 7: N/2
Section 8: NW/4

5. Said lands are included within either the Travers Ranch field, the State Line field, or the Yellow Hair field. Luff has drilled one vertical and five horizontal oil and gas wells in the Red River "B" formation on these lands. Luff has also drilled two wells which were completed

in and produced from the Red River “D” formation on these lands.

6. Geologic mapping as well as the production history from the six wells drilled in the Red River “B” pool within the proposed Unit Area indicates that the Red River “B” formation underlying the Unit area is part of a single common source of supply. The stratigraphic interval which Luff proposes to include in the Unit is the interval from the top of the Gunton member of the Stony Mountain Formation, found at a depth of 8,730 feet below the Kelly Bushing as identified by the Schlumberger Platform Express Compensated Neutron – 3 Detector Litho - Density log run in the vertical portion of the Janvrin I-32H well located in the NE/4SE/4 of Section 32, Township 23 North, Range 5 East, Harding County, South Dakota and to include all principal zones down to the Red River “C” zone marker, found at a depth of 8,938 feet below the Kelly Bushing as identified by the same log.

7. Through April 30, 2012, the six wells described above have produced approximately 619,427 barrels of oil from the Red River “B” formation. Luff estimates that these wells will recover approximately 333,200 additional barrels of oil from the Red River “B” formation under primary recovery operations.

8. Luff proposes to implement a water flood in the Red River “B” formation underlying the Unit. Luff’s present plans are to drill two additional horizontal wells, each with multiple laterals, and utilize those new wells, together with one of the existing horizontal wells, as water injection wells. The other five existing wells would be used as producing wells.

9. Luff conducted reservoir modeling studies which indicate that such a waterflood would likely recover approximately 511,000 barrels of oil that otherwise would likely not be recovered.

10. Luff estimates that the additional capital costs to implement such a waterflood would be approximately \$9,300,000. The present value of the anticipated additional 511,000 barrels of oil is greater than the estimated costs of implementing the waterflood.

11. Luff proposes to divide the Unit into six separate tracts, with two subtracts in one of the tracts. Within those tracts Luff proposes to allocate expenses and production based on a two-phase formula, with Phase I being based 48% on Current Oil Production Rate, defined as a six-month average ending April 30, 2012 except that a three-month average ending the same date is recommended for the Janvrin 0-33H well, 48% on Remaining Primary Oil Reserves – Primary Recovery (effective May 1, 2012), and 4% on Surface Acres, and Phase II being based 68% on Estimated Ultimate Recovery – Primary, 28% on Movable Red River “B” Zone Oil in Place, and 4% on Surface Acres. Conversion to Phase II would occur when 333,200 additional barrels of oil are recovered from and after May 1, 2012.

12. Unitization of the proposed Unit area and the unitized management, operation and further development thereof as a Unit, all as set forth in the application and the Unit Agreement and Unit Operating Agreement and other exhibits and testimony presented by Luff will prevent waste, will equitably distribute the oil and gas among the various owners of the enlarged Unit Area, will result in the recovery of substantially more oil and gas than otherwise will be recovered, and will protect the correlative rights of the several owners.

13. The unitized management, operation and further development of the Red River “B” formation in the Unit is reasonably necessary to increase substantially the ultimate recovery of oil and gas.

14. Amending the existing orders for the Travers Ranch field (including without limitation Order Nos. 3-73b, 4-99, 4-2000, and 2-2005), the State Line field (including without

limitation Order Nos. 1-73, 5-2004, and 3-2011), and the Yellow Hair field (including without limitation Order Nos. 2-73A, 19-97, and 2-2007) so as to include all of the Unit Area within the Travers Ranch field will facilitate the reporting of production and unit operations and result in more efficient operation of the Unit and easier monitoring of the results of unitization.

15. The area included within the Unit is less than the entire pool or common source of supply, but the area is of such size and shape as is reasonably required for the unit operations and the conduct of such operations will have no adverse effect upon other portions of the pool.

16. The Unit Agreement and Unit Operating Agreement are fair, reasonable, just and equitable, address the matters set forth in SDCL 45-9-39, and contain all the terms, provisions, conditions and requirements reasonably necessary and proper to protect and safeguard the respective rights and obligations of the several persons affected and will effectuate and accomplish the purposes of Chapter 45-9 of the South Dakota Compiled Laws. The Unit Agreement and Unit Operating Agreement provide for the efficient unitized management and control of the further development and operation of the Unit for the recovery of oil and gas from the Red River formation.

17. The allocation of production and expenses in accordance with the allocation formula set forth in the Unit Agreement is fair and equitable and is such as will reasonably permit persons otherwise entitled to share in or benefit by the production from the separately-owned tracts to receive, in lieu thereof, their fair, equitable and reasonable share of Unit production or other benefits thereof.

18. Applicant as Unit Operator and others who elect to participate in the risk and cost of conducting unit operations are entitled to compensation for the risk and expense of conducting unit operations from any working interest owners or unleased owners who elect to have their

share of unit expenses carried or otherwise financed. The risk compensation provided by the Unit Operating Agreement is in accord with ARSD 74:12:10:04 through 74:12:10:06.

19. The plan for unit operations consisting of the Unit Agreement and the Unit Operating Agreement has been approved in writing by those persons who will, under this order, be required to pay at least sixty percent of the cost of the unit operation and by the owners of at least sixty percent of the production or proceeds thereof that will be credited to interests which are free of cost. Original or copies of ratifications evidencing the same were presented to the Board at the hearing.

CONCLUSIONS OF LAW

1. The Board has authority to hear and decide this matter pursuant to SDCL Chapter 45-9 and ARSD Chapter 74:12:06.

2. All notices of the petition and the hearing thereon were properly and timely given.

3. The petition is complete in all respects and contains all required and requested information.

4. Luff is an "interested person" within the meaning of SDCL 45-9-37.

5. The Board has jurisdiction pursuant to SDCL 45-9-37 et seq. to issue orders approving the operation of a pool, or part thereof, as a unit.

6. The operation of the Unit in accordance with the Unit Agreement and the Unit Operating Agreement is reasonably necessary in order to increase substantially the ultimate recovery of oil or gas and the value of the estimated additional recovery of oil or gas exceeds the estimated additional cost incident to conduct such operations.

7. The Unit Agreement and the Unit Operating Agreement contain terms and conditions that are just and reasonable and prescribe a plan for unit operations including those matters set forth in SDCL 45-9-39.

8. The Unit Agreement and the Unit Operating Agreement have been ratified or approved in writing by those persons who will be required to pay at least sixty percent of the cost of the unit operations under the plan of unit operations and by the owners of at least sixty percent of the production or proceeds thereof that will be credited to interests which are free of cost, such as royalties and production payments.

9. The allocation formula set forth in the Unit Agreement is just and reasonable.

10. The unit area included in the Unit Agreement is of such size and shape as may be reasonably required for the conduct of the contemplated unit operations and the conduct thereof will have no adverse effect upon any other portions of the pool.

ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, the Board does hereby order:

1. That the Petition of Luff to approve the operation of the lands described above as a unit is granted and approved.

2. The Unit Agreement and the Unit Operating Agreement as presented to the Board at the hearing on June 14, 2012 are hereby approved and adopted as the plan for unit operations for the Unit.

3. The Unit is hereby created, authorized and approved effective as of 7:00 a.m. on July 1, 2012.

4. Luff Exploration Company is designated as the initial operator of the Unit.

5. Prior spacing orders of the Board for the Travers Ranch field (including without limitation Order Nos. 3-73b, 4-99, 4-2000, and 2-2005), the State Line field (including without limitation Order Nos. 1-73, 5-2004, and 3-2011), and the Yellow Hair field (including without limitation Order Nos. 2-73A, 19-97, and 2-2007) are hereby amended to include the Unit Areas within the Travers Ranch field and to authorize operation of the Unit in accordance with this order, the Unit Agreement and the Unit Operating Agreement. Luff is hereby authorized as Unit Operator to drill horizontal or vertical wells at any location within the Unit subject only to a setback requirement that any vertical well or the horizontal component of any horizontal well open to the Unitized Formation be no closer than five hundred (500) feet to the boundary line of the Unit.

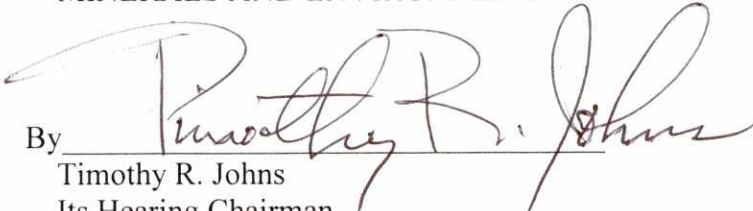
6. Before the commencement of any water injection into the Unitized Formation, Luff as Unit Operator shall make application for underground injection in accordance with the statutes and regulations of the State of South Dakota, including but not limited to ARSD Chapter 74-12-07, and obtain all necessary approvals.

7. The Unit Agreement and the Unit Operating Agreement as approved hereby shall govern operations for the Unit in all respects.

Dated at Pierre, South Dakota this 14th day of June, 2012.

SOUTH DAKOTA BOARD OF
MINERALS AND ENVIRONMENT

By


Timothy R. Johns
Its Hearing Chairman

STATE OF SOUTH DAKOTA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
BOARD OF MINERALS AND ENVIRONMENT

IN THE MATTER OF THE PETITION OF)
LUFF EXPLORATION COMPANY FOR)
AN ORDER APPROVING THE)
OPERATION OF A PORTION OF THE)
TRAVERS RANCH FIELD, THE STATE)
LINE FIELD, AND THE YELLOW HAIR)
FIELD, CONSISTING OF THE SE/4 OF)
SECTION 28, THE E/2 OF SECTION 32)
AND ALL OF SECTION 33, TOWNSHIP)
23 NORTH, RANGE 5 EAST, AND THE)
N/2 OF SECTION 4, ALL OF SECTION 5,)
THE E/2 AND SW/4 OF SECTION 6, THE)
N/2 OF SECTION 7 AND THE NW/4 OF)
SECTION 8, TOWNSHIP 22 NORTH,)
RANGE 5 EAST, HARDING COUNTY,)
SOUTH DAKOTA, AS THE TRAVERS)
RANCH RED RIVER UNIT; PROVIDING)
FOR THE RECOVERY OF RISK)
COMPENSATION FROM OWNERS WHO)
ELECT TO HAVE THEIR SHARE OF)
UNIT EXPENSES CARRIED; AMENDING)
EXISTING ORDERS TO INCLUDE ALL)
OF SAID LANDS IN THE TRAVERS)
RANCH FIELD; APPROVING THE UNIT)
AGREEMENT AND UNIT OPERATING)
AGREEMENT FOR THE UNIT;)
DESIGNATING LUFF EXPLORATION)
COMPANY AS UNIT OPERATOR; AND)
GRANTING SUCH OTHER RELIEF AS)
THE BOARD DEEMS APPROPRIATE.)

AMENDED PETITION

COMES NOW the petitioner, Luff Exploration Company ("Luff"), and respectfully alleges as follows:

1. Luff represents the owners of interests in the oil and gas leasehold estate in all or portions of the following described lands:

Township 23 North, Range 5 East
Section 28: SE/4
Section 32: E/2

Section 33: All

Township 22 North, Range 5 East

Section 4: N/2

Section 5: All

Section 6: E/2, SW/4

Section 7: N/2

Section 8: NW/4

Consisting of 3029.62 acres, more or less, in Harding County, South Dakota (the "Unit Area").

2. The Unit Area is included within either the Travers Ranch field, the State Line Field or the Yellow Hair field.

3. The Travers Ranch field was established by Order 3-73b which included Sections 5, 6, 7 and 8 within the field. Order No. 4-99 established 640-acre spacing for the Red River "B" pool underlying Section 5. Order No. 4-2000 established a 640-acre spacing unit consisting of the S/2 of Section 6 and the N/2 of Section 7 with up to two laterals to be drilled at any location not closer than 660 feet to the boundary of the spacing unit and Order No. 2-2005 reduced the setback for one of these laterals to 500 feet.

4. Order No. 1-73 established the State Line Field and included Sections 28, 32 and 33 within the field. Pursuant to Order No. 5-2004, the E/2 of Section 32 and the W/2 of Section 33, Township 23 North, Range 5 East, constitute a 640-acre spacing unit for the Red River "B" pool in the State Line field. Pursuant to Order No. 3-2011, the E/2 of Section 33 and the SE/4 of Section 28 constitute a 480-acre spacing unit for the Red River "B" pool in the State Line field.

5. Order No. 2-73A established 320-acre spacing for the Yellow Hair field. In Order No. 2-83, the field was extended to include Section 4. In Order No. 19-97, spacing was changed to 640-acre spacing for purposes of drilling horizontal wells in some portions of the field. In

Order No. 2-2007, a 320-acre spacing unit consisting of the N/2 of Section 4 was established for the Red River "B" pool.

6. In applicant's opinion, the Red River "B" reservoir underlying all of said lands is part of the same common source of supply.

7. Within the Unit Area, Luff has drilled a total of 1 vertical and 5 horizontal oil and gas wells in the Red River "B" formation and Luff is the operator of all of the wells included within the Unit Area. The Janvrin 1-32 was drilled as a vertical well and produced from the Red River "B" formation with a spacing unit for the State Line field consisting of the SE/4 of Section 32 and the SW/4 of Section 33. The Janvrin I-32H well was drilled as a horizontal well on a spacing unit for the State Line field consisting of the E/2 of Section 32 and the W/2 of Section 33 and produces from the Red River "B" pool. The Janvrin O-33H well was drilled on a spacing unit for the State Line field consisting of the E/2 of Section 33 and the SE/4 of Section 28. The Laurel Foust F-4H was drilled as a horizontal well on a spacing unit for the Yellow Hair field consisting of the N/2 of Section 4. The Travers N-5H was drilled as a horizontal well for the Travers Ranch field described all of Section 5 and produces from the Red River "B" pool. The Travers 1-6 was drilled as a horizontal well on a spacing unit for the Travers Ranch field consisting of the S/2 of Section 6 and the N/2 of Section 7. Luff has also drilled two wells which have produced from the Red River "D" formation, being the Travers K-5 well in Section 5 and the Travers 1-7A in the N/2 of Section 7, but the Red River "D" formation is not proposed to be included within the unitized formation which is the subject of this petition. The only well included within the State Line, Yellow Hair or Travers Ranch fields which is not operated by Luff is the Fuller Canyon Federal 1-9 well which is operated by Murex Petroleum Corporation,

but not proposed to be included within the unit. Murex Petroleum Corporation also owns a non-operated interest within the Unit Area and will therefore be included within the unit.

8. Through March 31, 2012, these wells have produced approximately 619,655 barrels of oil from the Red River "B" formation. Luff estimates that these wells will recover approximately 362,979 additional barrels of oil from the Red River "B" formation under primary recovery operations, for a total primary recovery of approximately 982,634 barrels.

9. Luff operates a number of other Red River "B" wells in the Harding County, South Dakota, and Bowman County, North Dakota area and also operates eight Red River "B" secondary recovery units in this area. Based upon Luff's experience with other wells and units, Luff believes that unitization of the Unit Area and implementation of a secondary recovery project consisting of a water flood will substantially increase the recovery of oil and gas from the Red River "B" formation underlying the Unit Area.

10. Specifically, reservoir modeling indicates that injecting water into three horizontal wells, including two new horizontal wells and one existing horizontal well, and producing oil and gas through the four remaining horizontal wells will likely result in the recovery of approximately 510,000 additional barrels of oil, together with the associated gas that will also be recovered, from the Unit Area. The estimated cost of such an enhanced recovery method is \$10.4 million. The value of these additional reserves far exceeds the costs necessary to implement a secondary recovery program. The present value, discounted at 10%, of the anticipated secondary recovery, net of the anticipated capital investment, is \$9.2 million.

11. At the present time, Luff anticipates injecting water into the existing Janvrin O-33H well and two new wells to be drilled, one in the SE/4 of Section 32 and the central portion of Section 5, and one primarily along the north/south boundary between Sections 5 and 6. Luff

will obtain approval pursuant to ARSD Chapter 74:12:07 prior to commencing injection in these wells or any other well.

12. Luff further believes that to protect the correlative rights of all owners of interests within the lands, production from the proposed unit area should be allocated on the basis of a two-phase formula, with Phase I based 4% on surface acres, 48% on current rate, defined as a 6 month average daily oil production ending April 2012, and 48% on remaining recoverable oil under primary recovery, and Phase II based 68% on estimated ultimate primary recovery, 28% on movable original oil in place, and 4 % surface acres. At the hearing in this matter, Luff will submit a proposed plan for unit operations consisting of a unit agreement and unit operating agreement addressing, among other things, the matters set forth in Section 45-9-39 of the South Dakota Codified Laws.

13. Luff proposes that the name of the proposed unit be the “Travers Ranch Red River Unit” and that it be designated as unit operator.

14. There are no unleased mineral owners within the proposed unit. Luff requests that the Board authorize the inclusion in the unit operating agreement of a provision allowing the recovery of risk compensation in accordance with ARSD 74:12:10:05 from lessees who elect not to participate in the risk and cost of unit operations after being afforded a reasonable opportunity to do so. Order No. 6-2004 authorized the recovery of risk compensation from any owner who elected not to participate in the risk and cost of drilling the Janvrin I-32H well. To the extent any such owners elected not to participate and are currently subject to risk compensation in accordance with Order No. 6-2004, Luff will address how such risk compensation will be handled after the effective date of the unit in the unit operating agreement which will be provided to the Board for its consideration and approval at the hearing of this matter.

15. To facilitate and enhance the value of reporting and tracking production and injection rates, applicant believes that current orders should be amended to that all the lands included within this unit are included within a single field, and applicant believes that all of said lands should be included in the Travers Ranch field.

16. The establishment of a secondary recovery unit and implementation of a secondary recovery program is reasonably necessary to increase substantially the ultimate recovery of oil and gas from the lands.

17. The value of the estimated additional recovery of oil and gas exceeds the estimated additional cost incident to conducting such operation.

18. The proposed unit area is of such size and shape as may be reasonably required for the conduct of the unit operations and the conduct of such operation will have no adverse effect upon other portions of the pool.

19. The Board has authority to hear and decide this matter pursuant to, and the subject of this petition involves, SDCL Sections 45-9-37 through 45-9-49 and ARSD 74:12:06:01.

WHEREFORE, applicant respectfully requests that this matter be set for hearing at the regularly scheduled hearings in June, 2012 or such other date as may be established by the Board and that thereafter the Board enter its order amending existing orders governing the Unit Area including, without limitation, Order Nos. 1-73, 2-73a, 3-73b, 19-97, 4-99, 4-2000, 5-2004, 2-2005, 2-2007, and 3-2011, including the Unit Area within the Travers Ranch field, approving the operation of the Unit Area as unit in accordance with the unit agreement and unit operating agreement as may be submitted by Luff at the hearing of this matter including the recovery of risk compensation in accordance with such agreements, and granting such other relief as may be requested.

Dated this 13th day of April, 2012.

LUFF EXPLORATION COMPANY

John W. Morrison
CROWLEY FLECK PLLP
Suite 600, 400 East Broadway
PO Box 2798
Bismarck, ND 58502

MAY, ADAM, GERDES & THOMPSON, L.L.P.
503 South Pierre Street
PO Box 160
Pierre, SD 57501-0160

By: 
BRETT KOENECKE

State of Colorado)
)ss.
County of Denver)

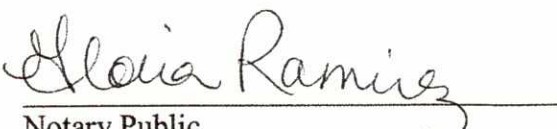
Luff Exploration Company, applicant in the captioned matter, hereby grants permission to the secretary for the performance of inspections required or authorized by SDCL Chapter 45-9 or ARSD Article 74:12.

LUFF EXPLORATION COMPANY



By: 

Subscribed and sworn to this 12th day of April, 2012.


Notary Public
Denver County, Colorado
My Commission Expires: 8/21/2014

Luff Exploration Company



South Dakota Oil & Gas Case No. 4-2012

**Proposed
Travers Ranch Red River Unit**

**State Line Field,
Travers Ranch Field,
& Yellow Hair Field
Harding County, South Dakota**

June 14, 2012

Luff Exploration Company
Amor North – Red River Unit

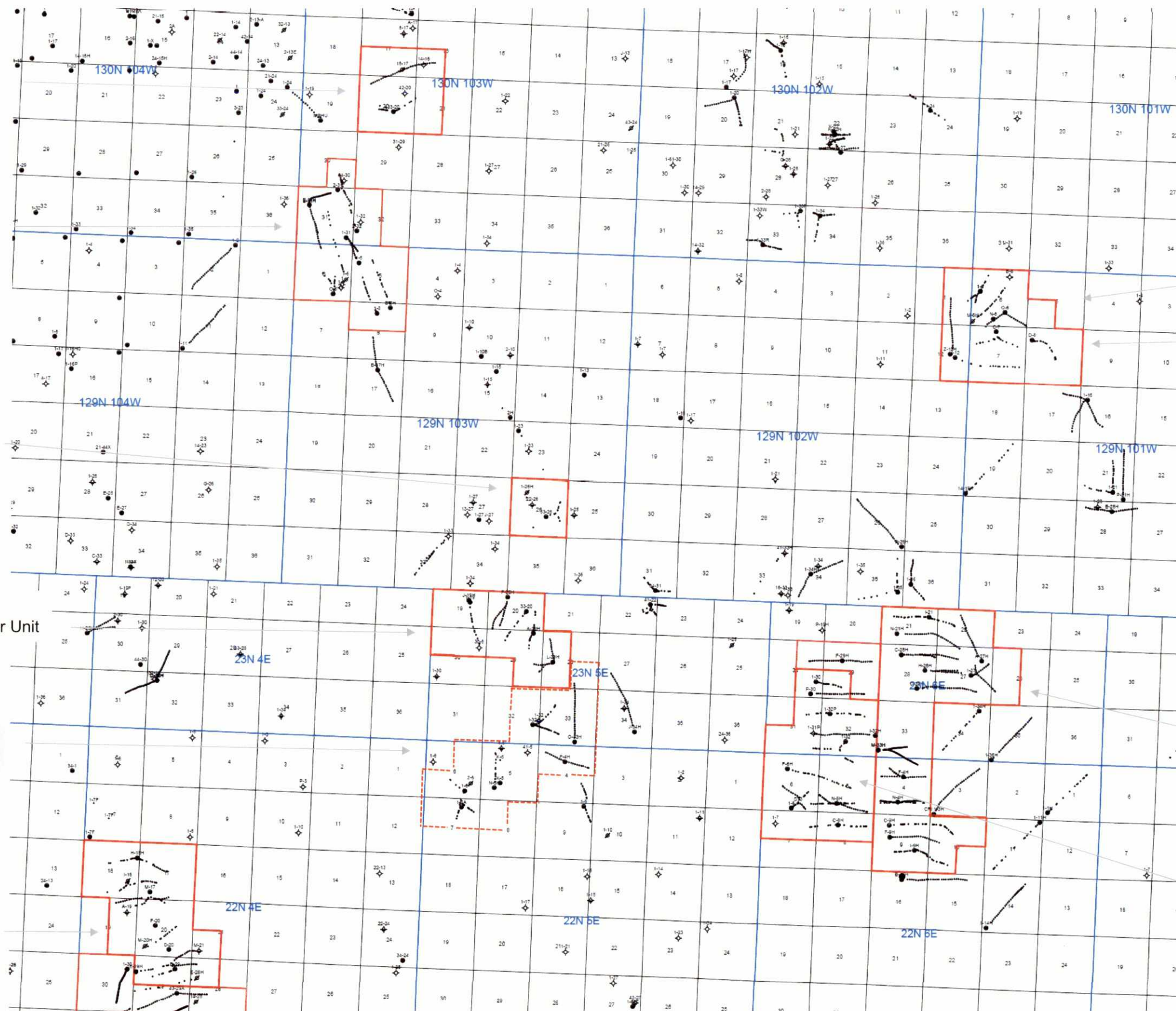
Luff Exploration Company
Amor South – Red River Unit

Luff Exploration Company
State Line – Red River Unit

Luff Exploration Company
South Dakota - State Line Red River Unit

Proposed
Travers Ranch Red River Unit

Luff Exploration Company
North Buffalo Red River Unit



Luff Exploration Company
Grand River – Red River Unit
(Red River "D")

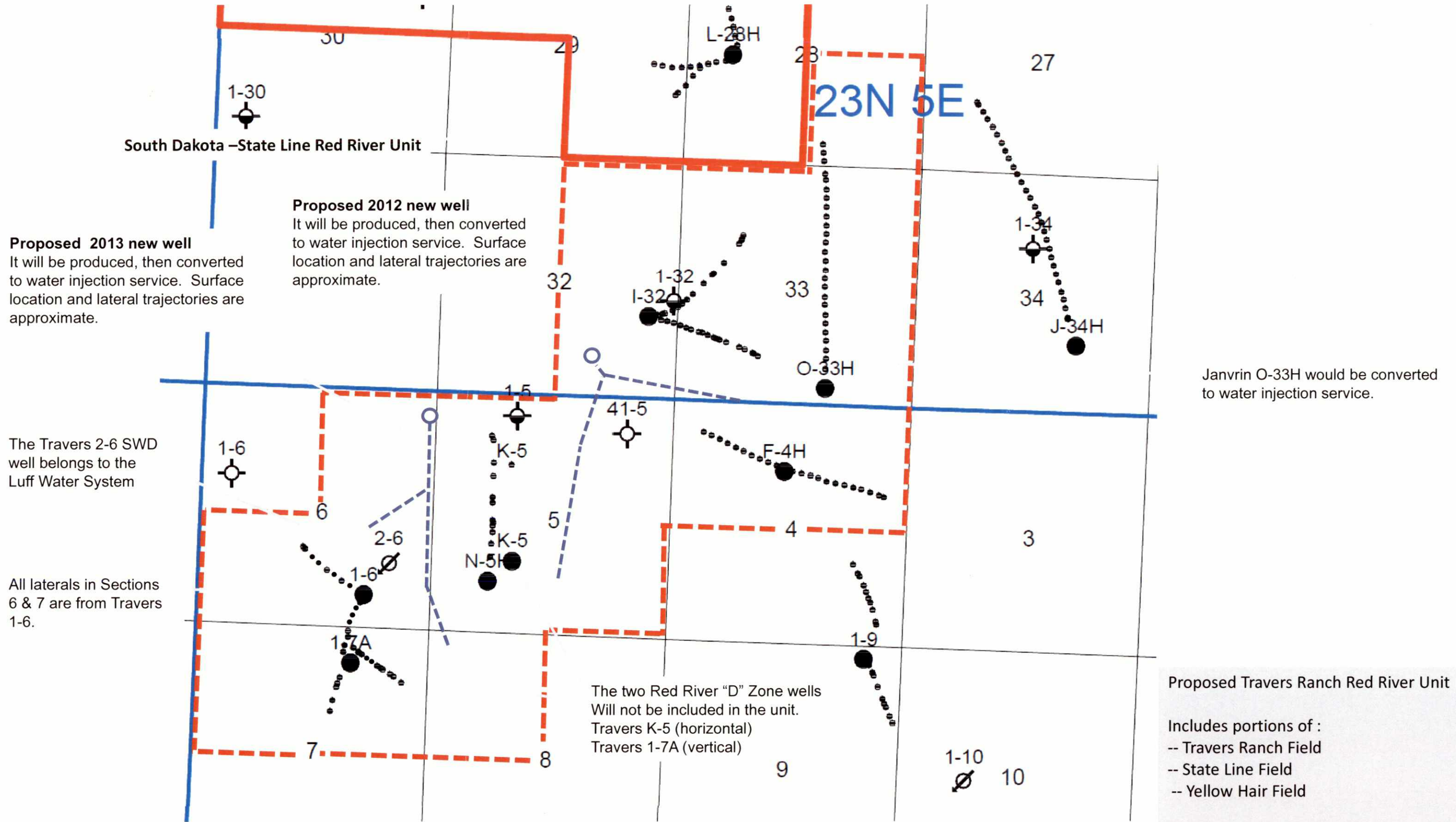
Luff Exploration Company
Grand River – Red River "B" Unit

Bowman County
North Dakota

Harding County
South Dakota

Luff Exploration Company
Pete's Creek Red River Unit

Luff Exploration Company
East Harding Springs Red River Unit



Proposed 2013 new well
 It will be produced, then converted to water injection service. Surface location and lateral trajectories are approximate.

Proposed 2012 new well
 It will be produced, then converted to water injection service. Surface location and lateral trajectories are approximate.

The Travers 2-6 SWD well belongs to the Luff Water System

All laterals in Sections 6 & 7 are from Travers 1-6.

The two Red River "D" Zone wells Will not be included in the unit.
 Travers K-5 (horizontal)
 Travers 1-7A (vertical)





Janvrin O-33H would be converted to water injection service.

Proposed Travers Ranch Red River Unit
 Includes portions of :
 -- Travers Ranch Field
 -- State Line Field
 -- Yellow Hair Field
 Harding County, South Dakota

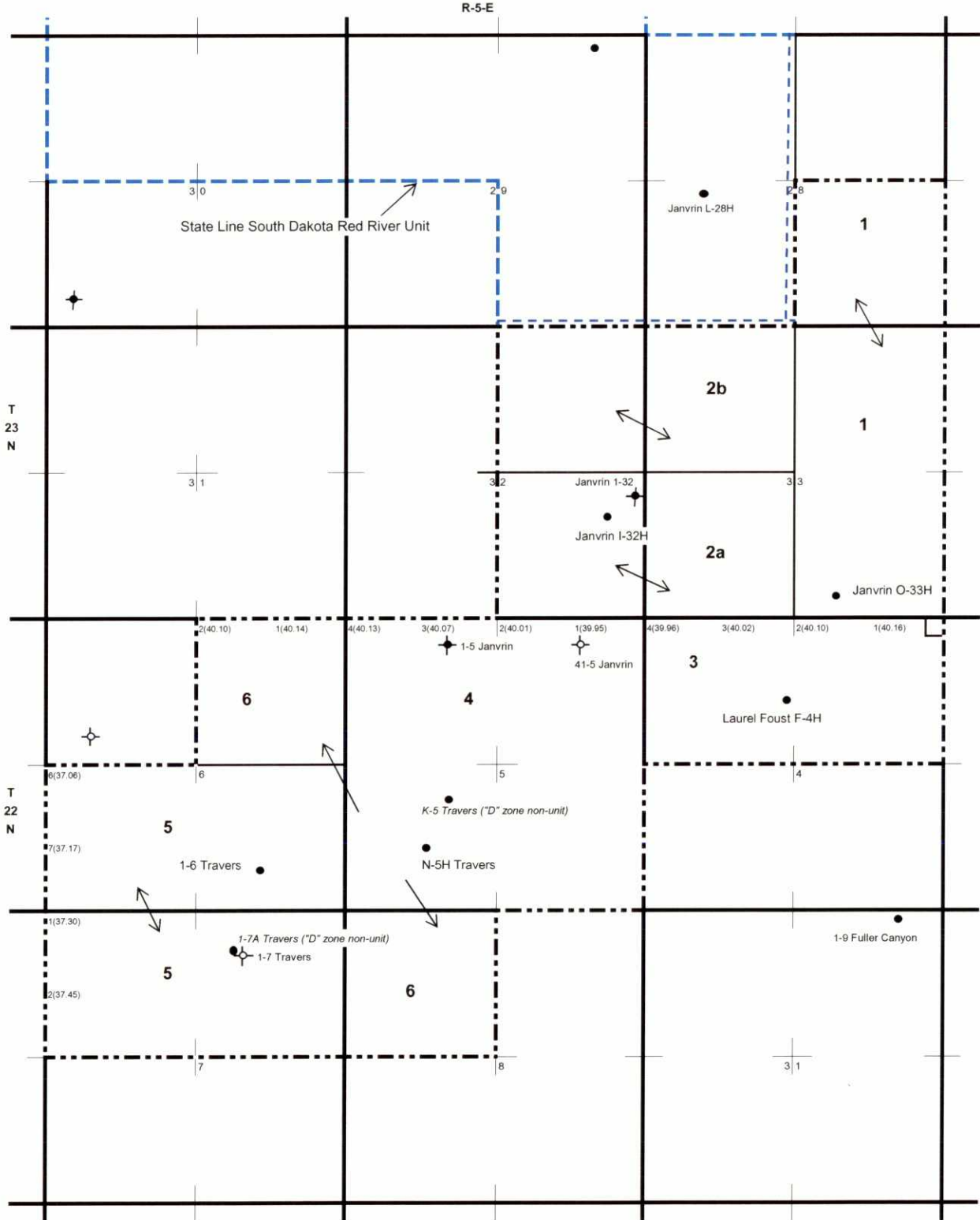
LUFF EXPLORATION COMPANY

Travers Ranch Red River Unit
Harding County, South Dakota

EXHIBIT "A"

-  Federal Land (none)
-  State Land (none)
-  Fee Land (100%)
-  Unit Boundary
- 3** Tract Number

3/15/12



Luff Current Internal Participants
Entity Reference

Avalon Consulting	Jim Bailey
Chessman Energy	Clayton Chessman
Edmonds Energy Corp.	Richard George
KATS Resources LLC	Kathy Schell
Kenneth Luff, Trustee	Ken Luff
R&G Resources, LLC	Rick Fretheim
RG Oil Ventures, Inc.	Bob Arceneaux

Exhibit "D"
Travers Ranch Red River Unit
Harding County, South Dakota

5/10/2012

	Interest Type	Unit Summary - Phase I BPO		Unit Summary - Phase I APO		Unit Summary - Phase II BPO		Unit Summary - Phase II APO	
		WI	NRI	WI	NRI	WI	NRI	WI	NRI
A.L.E. RESOURCES, LLC	ORRI		0.025143%		0.025143%		0.027969%		0.027969%
ALMON, GEORGE DANIEL	ORRI		0.000708%		0.000708%		0.001909%		0.001909%
AVALON CONSULTING INC.	ORRI		0.024457%		0.024457%		0.025544%		0.025544%
BERGET, SHARON K.	ORRI		0.035549%		0.035549%		0.035130%		0.035130%
CARRELL ENTERPRISES, INC.	ORRI		0.794413%		0.794413%		0.694835%		0.694835%
CHESSMAN ENERGY, LLC.	ORRI		0.025397%		0.025397%		0.030488%		0.030488%
DANE, W. DANIEL	ORRI		0.000136%		0.000136%		0.000075%		0.000075%
DLI ENTERPRISES, L.L.C.	ORRI		0.013374%		0.013374%		0.016962%		0.016962%
EDMONDS ENERGY CORP.	ORRI		0.131554%		0.131554%		0.118789%		0.118789%
FILLINGHAM, ROBERT A.	ORRI		0.000113%		0.000113%		0.000062%		0.000062%
HEADINGTON OIL CO. LLC	ORRI		0.084106%		0.084106%		0.094831%		0.094831%
ARLEN B HENNEMAN, ETUX LIVING TRUST	ORRI		0.036632%		0.036632%		0.044383%		0.044383%
HOMER, C. JAMES	ORRI		0.000062%		0.000062%		0.000035%		0.000035%
KENNETH D. LUFF TRUST DATED 12/1/92	ORRI		1.515672%		1.515672%		1.315833%		1.315833%
JWC RESOURCES, LLC	ORRI		0.026326%		0.026326%		0.027487%		0.027487%
KATS RESOURCES LLC	ORRI		0.018044%		0.018044%		0.022481%		0.022481%
KLT RESOURCES, LLC	ORRI		0.130612%		0.130612%		0.114141%		0.114141%
DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	ORRI		0.645755%		0.645755%		0.568088%		0.568088%
PENWELL PROPERTIES, LLC	ORRI		0.038230%		0.038230%		0.043105%		0.043105%
PICKARD, ROBERT M.	ORRI		0.012572%		0.012572%		0.013985%		0.013985%
R&G RESOURCES, LLC	ORRI		0.000763%		0.000763%		0.002055%		0.002055%
RG OIL VENTURES, INC.	ORRI		0.015120%		0.015120%		0.015598%		0.015598%
SIPPEL FREEMAN LLC	ORRI		0.033389%		0.033389%		0.038781%		0.038781%
TAYLOR, NEAL A.	ORRI		0.006286%		0.006286%		0.006992%		0.006992%
WARE, JEFFREY V.	ORRI		0.025143%		0.025143%		0.027969%		0.027969%

Total 100.000000% 100.000000% 100.000000% 100.000000% 100.000000% 100.000000% 100.000000% 100.000000%

LUFF EXPLORATION COMPANY

OWNER APPROVALS BY EXECUTION OF RATIFICATION AND JOINDER
 TRAVERS RANCH RED RIVER UNIT
 HARDING COUNTY, SOUTH DAKOTA

Updated 6/11/2012

	Interest Type	Unit Summary		Ratification Received
		WI	NRI	
ALMON, GEORGE DANIEL	WI	0.346054%		0.346054%
ADAMS, JONYE C.	WI	0.001493%		0.001493%
ARTZIS, ALVIN A. ESTATE	WI	0.005975%		
AVALON CONSULTING INC.	WI	2.186161%		2.186161%
BERGET, SHARON K.	WI	1.844255%		1.844255%
CARRELL ENTERPRISES, INC.	WI	7.865281%		7.865281%
CHESSMAN ENERGY, LLC.	WI	3.893984%		3.893984%
DEOSH LIMITED PARTNERSHIP	WI	5.049988%		5.049988%
EAGLE INVESTMENTS INC.	WI	0.206609%		0.206609%
EDMONDS ENERGY CORP.	WI	4.515442%		4.515442%
FERRIS FAMILY REVOC TRUST DTD 12/21/07	WI	0.025208%		0.025208%
FORTIN ENTERPRISES, INC.	WI	0.604369%		0.604369%
DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	WI	11.635194%		11.635194%
HANCOCK ENTERPRISES	WI	0.402913%		0.402913%
HEADINGTON OIL CO. LLC	WI	8.041574%		8.041574%
KERMIT HOFFERT LIVING TRUST	WI	0.023107%		0.023107%
KENNETH D. LUFF TRUST DATED 12/1/92	WI	25.573820%		25.573820%
JWC RESOURCES, LLC	WI	2.023014%		2.023014%
KATS RESOURCES LLC	WI	2.131048%		2.131048%
KLT RESOURCES, LLC	WI	2.590706%		2.590706%
KRAUSE, LARRY D.	WI	0.004720%		0.004720%
LARIO OIL & GAS CO.	WI	5.049988%		5.049988%
2005 LUFF FAMILY REVOCABLE TRUST	WI	0.255181%		0.255181%
JON DAVID LUFF REVOCABLE TRUST	WI	0.255181%		0.255181%
LUFF, KEVIN D.	WI	0.255181%		
MCCOURT, DONALD TRUST	WI	0.012645%		0.012645%
MCCOURT, PURNEE A. TRUST	WI	0.126453%		0.126453%
KEITH MOHL TRUST DTD 2/8/99	WI	0.005975%		0.005975%
MUREX PETROLEUM CORP	WI	3.339223%		
NANCE RESOURCES, INC.	WI	0.898305%		0.898305%
NASH, ALEXANDER MS TRUST	WI	0.856954%		0.856954%
PAMCO INVESTMENTS CORP.	WI	0.058394%		0.058394%
PENWELL PROPERTIES, LLC	WI	3.414917%		3.414917%
PETROLEUM CHARITIES, INC.	WI	0.000000%		
R&G RESOURCES, LLC	WI	0.583182%		0.583182%
FRANK A. RADELLA SURVIVOR'S TRUST	WI	0.084341%		0.084341%
RG OIL VENTURES, INC.	WI	0.502113%		0.502113%
SIPPEL FREEMAN LLC	WI	4.842561%		4.842561%
STEELE, JOHN A. TRUST	WI	0.001493%		0.001493%
TROYER, PAMELA L.	WI	0.255181%		0.255181%
WERME, DOUGLAS R.	WI	0.025208%		
WORLDWIDE EXPLORATION CORP.	WI	0.206609%		0.206609%
Total	WI	100.000000%		96.374413%

Percent of Working Interest Owners Ratifying Unit 96.374413%

AGER, ROSE MARIE	ROY		0.001908%	
ALVERSON, GEORGIA	ROY		0.001431%	0.001431%
ANDERSON, WILLIAM E. &	ROY		0.005935%	
BAIL, JOAN	ROY		0.305222%	0.305222%
BAIL, WADE A.	ROY		0.152611%	0.152611%
CARVER, NANCY G.	ROY		0.007630%	0.007630%
DICK, WILMA C.	ROY		0.001908%	0.001908%
EGELAND, MONTE DEAN	ROY		0.467864%	0.467864%
RONALD EGELAND LIVING TRUST DTD 9/30/03	ROY		0.467864%	
EKBLAD, PAMELA	ROY		0.007630%	
FOUST, RUTH TRUST	ROY		2.681558%	2.681558%
HAYDEN, LORA L.	ROY		0.001908%	
HAYDEN, ROBERT W.	ROY		0.001908%	
HIGHT, JOHN H.	ROY		0.514486%	0.514486%
HOFFIS, G. JAMES	ROY		0.001431%	0.001431%
HOFFMAN, RAYMOND C.	ROY		0.012717%	0.012717%
JANVRIN, CLAIR C., JR.	ROY		1.551262%	
KENNETH D. LUFF TRUST DATED 12/1/92	ROY		0.021937%	0.021937%
JOHNSON, JEAN R.	ROY		0.053418%	0.053418%
JOHNSON, LONNEY DALE	ROY		0.003815%	



**OWNER APPROVALS BY EXECUTION OF RATIFICATION AND JOINDER
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

Updated 6/11/2012

	Interest Type	Unit Summary		Ratification Received
		WI	NRI	
JOHNSON, MARILYN E.	ROY		0.001908%	
JOHNSON, RONALD R.	ROY		0.007630%	0.007630%
LANG, JAMES S.	ROY		0.008478%	0.008478%
LOUDEN, BONNIE K.	ROY		0.007630%	
MCGREER, KELLY & ROSEMARY	ROY		0.375426%	
MCGUFFIN, ANDREW F.	ROY		0.002861%	0.002861%
MCGUFFIN, AUGUST L.	ROY		0.008478%	0.008478%
MCGUFFIN, CHARLES, JR.	ROY		0.003815%	
MCGUFFIN, DAVID	ROY		0.007630%	0.007630%
MCGUFFIN, DONALD R.	ROY		0.001431%	
MCGUFFIN, HELEN S.	ROY		0.011446%	
MCGUFFIN, KEVIN KELLY	ROY		0.006438%	
MCGUFFIN, ROBERT E., SR.	ROY		0.011446%	
MCGUFFIN, SCOTT DENISON	ROY		0.009538%	0.009538%
MERRITT, ANN D. MCGUFFIN	ROY		0.009538%	0.009538%
MILLER, LINDA M.	ROY		0.007630%	0.007630%
MILLER, MARION	ROY		0.467864%	
MOBERG, CLARENCE	ROY		0.001908%	
MYERS, KAREN LEE	ROY		0.003815%	
OLSON, DAVID JAMES	ROY		0.002544%	
OLSON, JAMES	ROY		0.007630%	
OLSON, ROBERT BRUCE	ROY		0.002544%	
OLSON, STEPHEN PAUL	ROY		0.002544%	
DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	ROY		0.045783%	0.045783%
PARKER, ROBERT & JUDY	ROY		0.375426%	
ROE, THOMAS RAY	ROY		0.010174%	
ROSE, PEGGY COLLEN	ROY		0.001431%	
SHECK, MICHELLE MCGUFFIN	ROY		0.000715%	
ST. AGNES CHURCH OF COX	ROY		0.008343%	
TALBOTT LIVING TRUST	ROY		0.375425%	
TERRY, JOANN MARIE	ROY		0.002861%	
TIERNEY, ROBIN	ROY		0.152611%	0.152611%
TRAVERS EDUCATIONAL TRUST	ROY		3.881565%	3.881565%
ALYCE TRAVERS FAMILY TRUST	ROY		1.799442%	1.799442%
WHITEHOUSE, ESTER	ROY		0.007630%	0.007630%
WOODBURY, KATHLEEN S.	ROY		0.001431%	
A.L.E. RESOURCES, LLC	ORRI		0.025143%	0.025143%
ALMON, GEORGE DANIEL	ORRI		0.000708%	0.000708%
AVALON CONSULTING INC.	ORRI		0.024457%	0.024457%
BERGET, SHARON K.	ORRI		0.035549%	0.035549%
CARRELL ENTERPRISES, INC.	ORRI		0.794413%	0.794413%
CHESSMAN ENERGY, LLC.	ORRI		0.025397%	0.025397%
DANE, W. DANIEL	ORRI		0.000136%	
DLI ENTERPRISES, L.L.C.	ORRI		0.013374%	
EDMONDS ENERGY CORP.	ORRI		0.131554%	0.131554%
FILLINGHAM, ROBERT A.	ORRI		0.000113%	
HEADINGTON OIL CO. LLC	ORRI		0.084106%	0.084106%
ARLEN B HENNEMAN, ETUX LIVING TRUST	ORRI		0.036632%	0.036632%
HOMER, C. JAMES	ORRI		0.000062%	0.000062%
KENNETH D. LUFF TRUST DATED 12/1/92	ORRI		1.515672%	1.515672%
JWC RESOURCES, LLC	ORRI		0.026326%	0.026326%
KATS RESOURCES LLC	ORRI		0.018044%	0.018044%
KLT RESOURCES, LLC	ORRI		0.130612%	0.130612%
DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	ORRI		0.645755%	0.645755%
PENWELL PROPERTIES, LLC	ORRI		0.038230%	0.038230%
PICKARD, ROBERT M.	ORRI		0.012572%	0.012572%
R&G RESOURCES, LLC	ORRI		0.000763%	0.000763%
RG OIL VENTURES, INC.	ORRI		0.015120%	0.015120%
SIPPEL FREEMAN LLC	ORRI		0.033389%	0.033389%
TAYLOR, NEAL A.	ORRI		0.006286%	
WARE, JEFFREY V.	ORRI		0.025143%	0.025143%
Total Royalty			17.537008%	13.790674%
Percent of Royalty Owners Ratifying Unit				78.637553%

List of Wells

**Proposed Travers Ranch Red River Unit
Harding County, South Dakota**

Field	Well	Spacing Unit	Comments
<i>Active Red River "B" completions in the proposed unit area:</i>			
State Line	Janvrin I-32H	E/2, Sec 32 & W/2, Sec 33, T23N, R5E	Vertical casing, dual short-radius casing exits, dual laterals
State Line	Janvrin O-33H	SE/4, Sec 28 & E/2, Sec 33, T23N, R5E	Medium-radius
Travers Ranch	Travers N-5H	All, Sec 5, T22N, R5E	Medium-radius
Travers Ranch	Travers 1-6	S/2, Sec 6 & N/2, Sec 7, T22N, R5E	Vertical casing, single short-radius casing exit, multiple laterals
Yellow Hair	Laurel Foust F-4H	N/2, Sec 4, T22N, R5E	Vertical casing, dual short-radius casing exits, dual laterals

Inactive completions that contributed Red River "B" production:

State Line	Janvrin 1-32	SE/4, Sec 32 & SW/4, Sec 33, T23N, R5E	Vertical completion; well is P&A
Travers Ranch	Travers K-5 vertical	All, Sec 5, T22N, R5E	The vertical "B" completion was produced briefly, then squeezed off

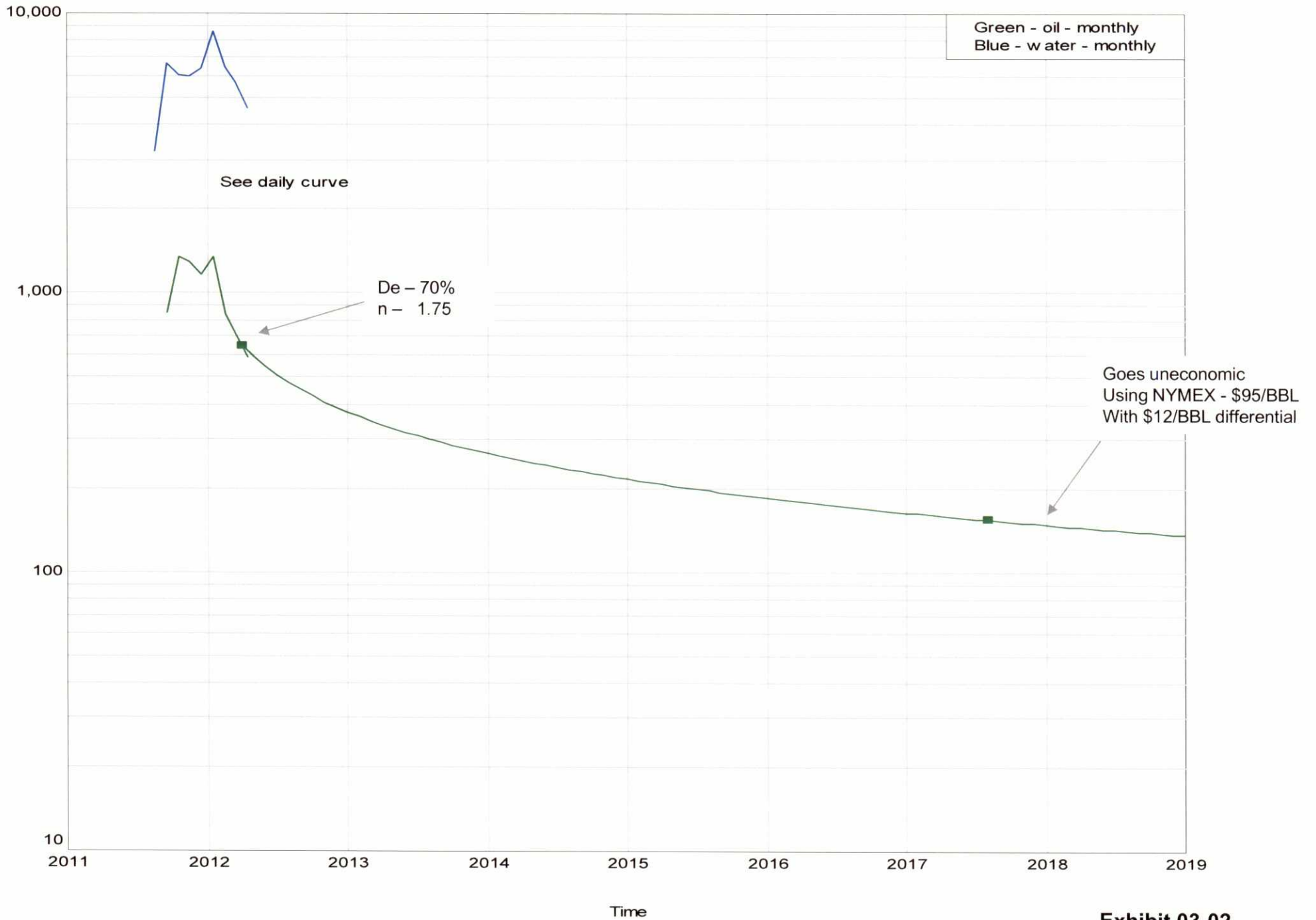
Inactive completion that effectively did not contribute to Red River "B" production:

Travers Ranch	Janvrin 1-5	N/2, Sec 5, T22N, R5E	This vertical well, now P&A, was completed in the Red River "B", "C" & "D" Zones. It was determined at the time that the "B" zone (called "A" at the time) effectively did not contribute oil production. Production from the "C" & "D" Zones was modest.
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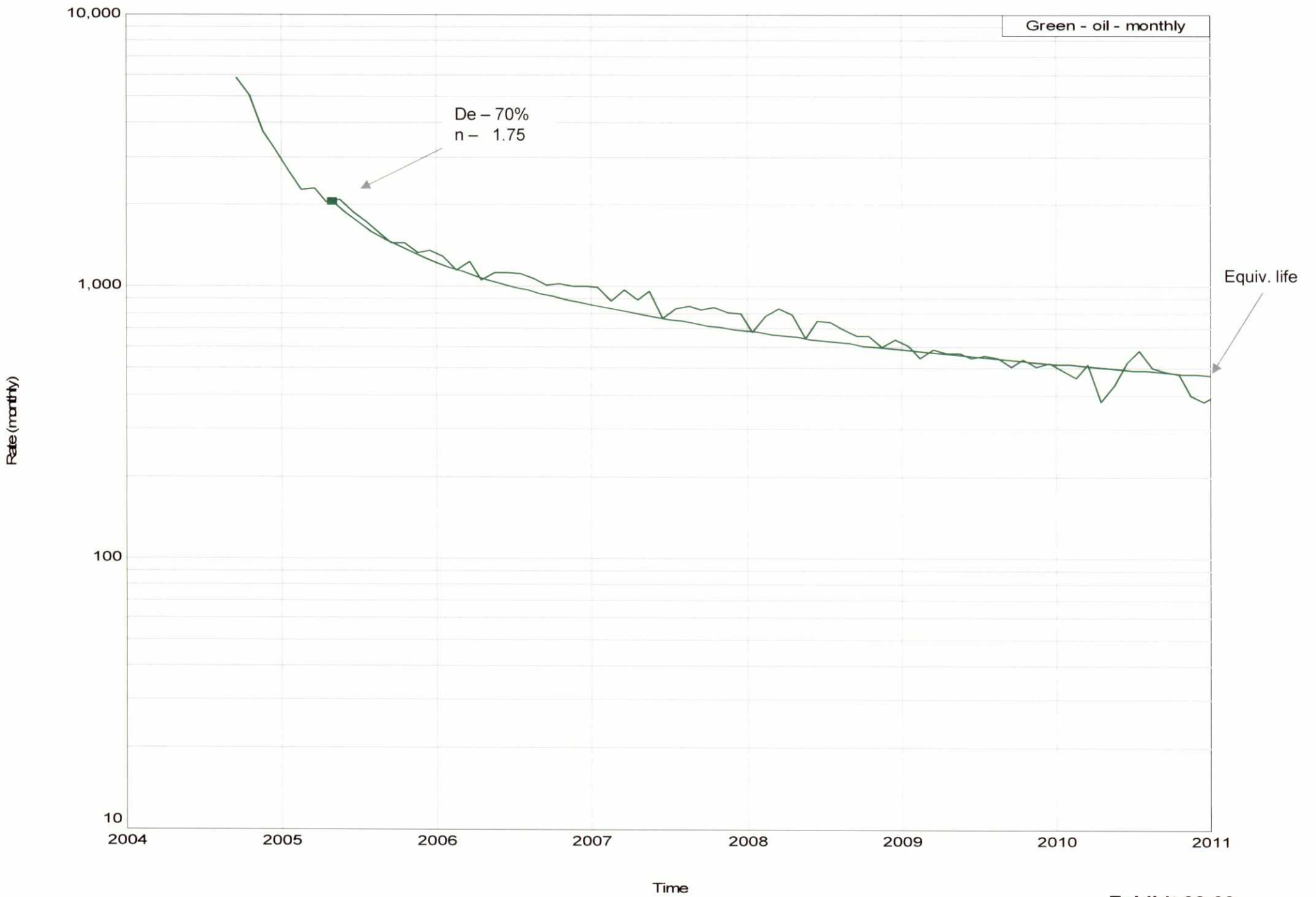
Wells within the unit boundary that will not be involved in the unit, as they are not completed in the target zone:

Travers Ranch	Travers K-5H horizontal		Red River "D" horizontal completion
Travers Ranch	Travers 1-7A		Red River "D" vertical completion
Travers Ranch	Travers 2-6 SWD		SWD well owned by Luff Water System

JANVRIN O-33H - STATE LINE



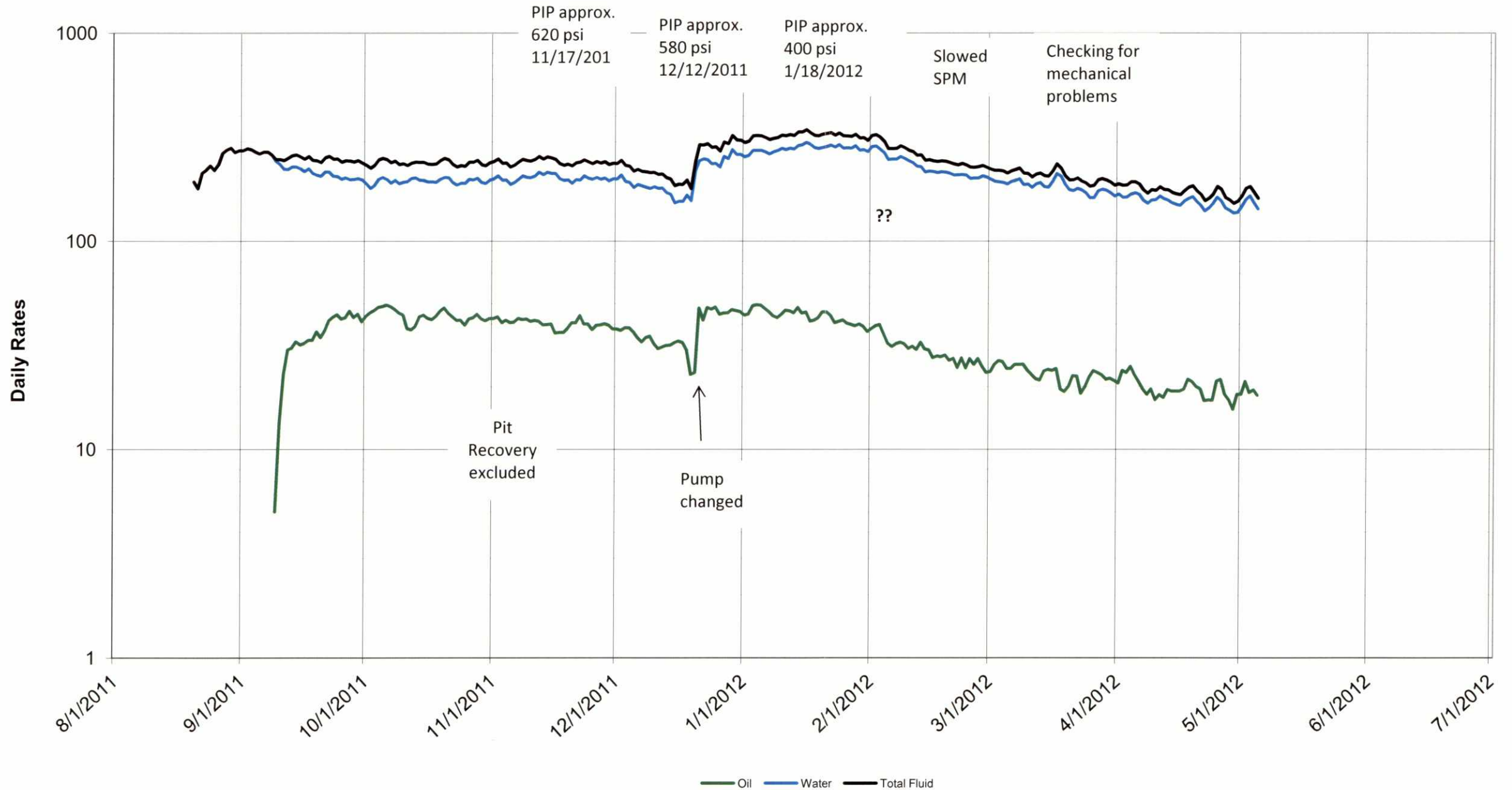
JANVRIN I-32H - HOI .ONTAL B - STATE LINE



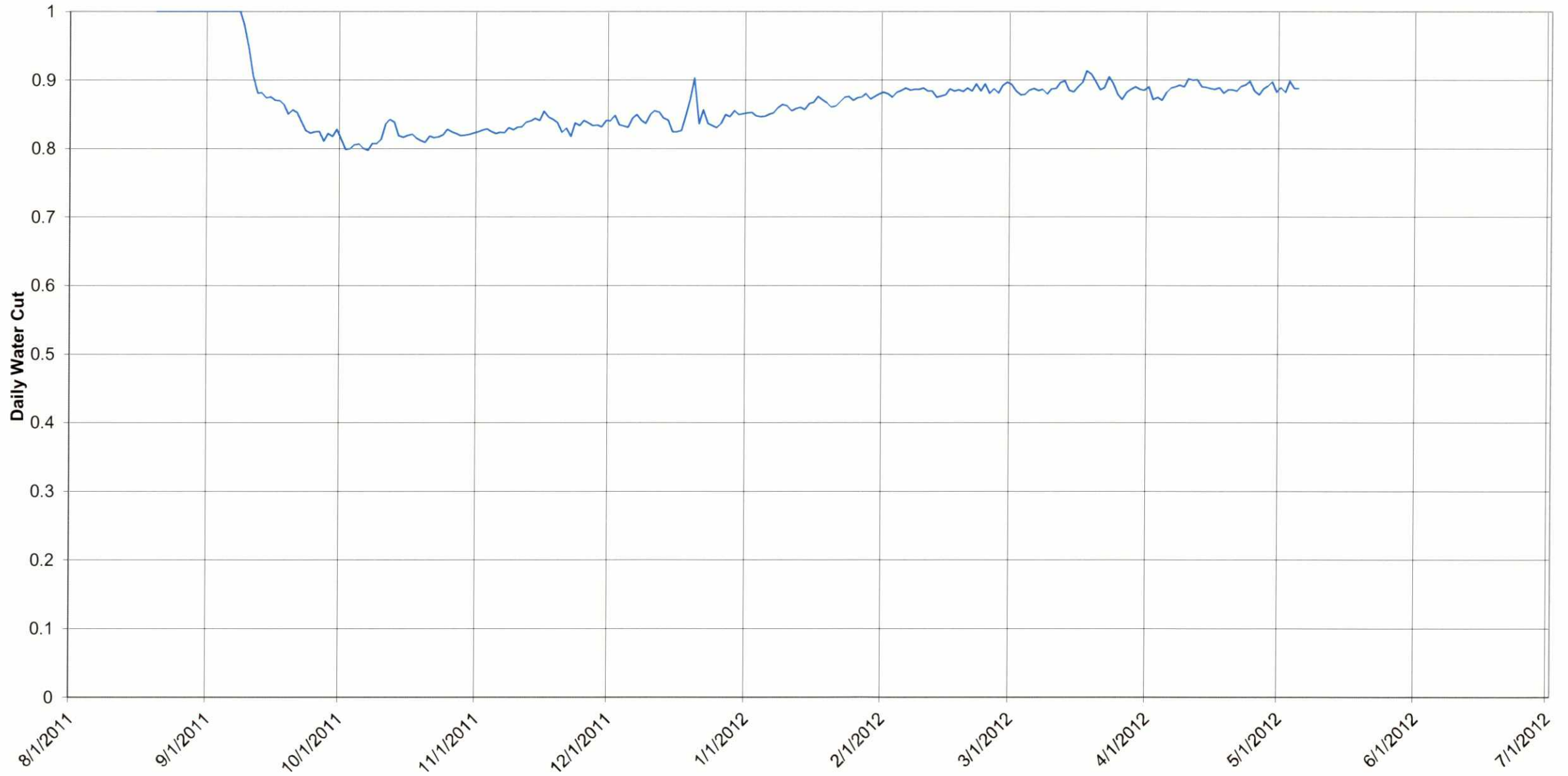
JANVRIN O-301 - STATE LINE

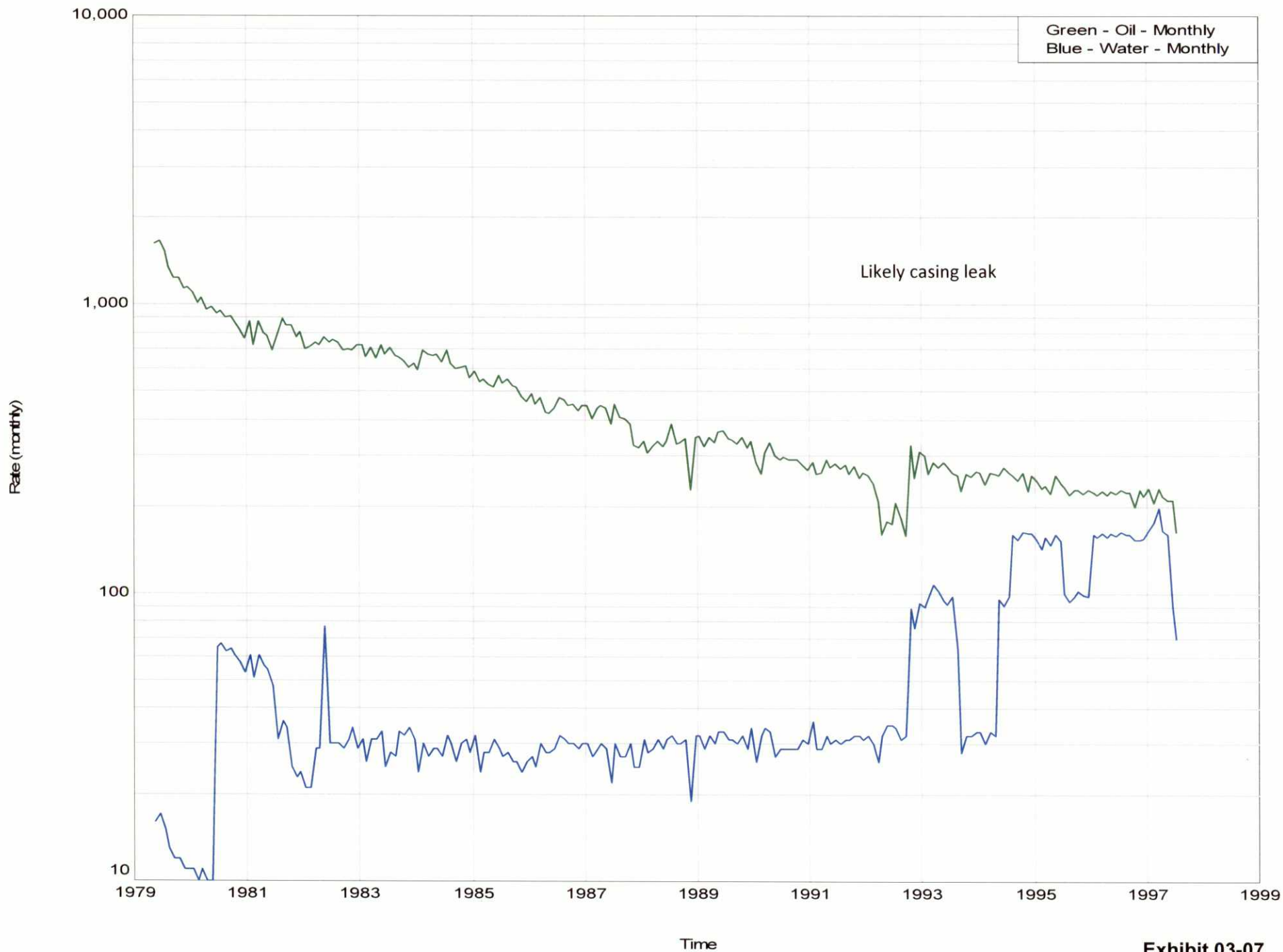


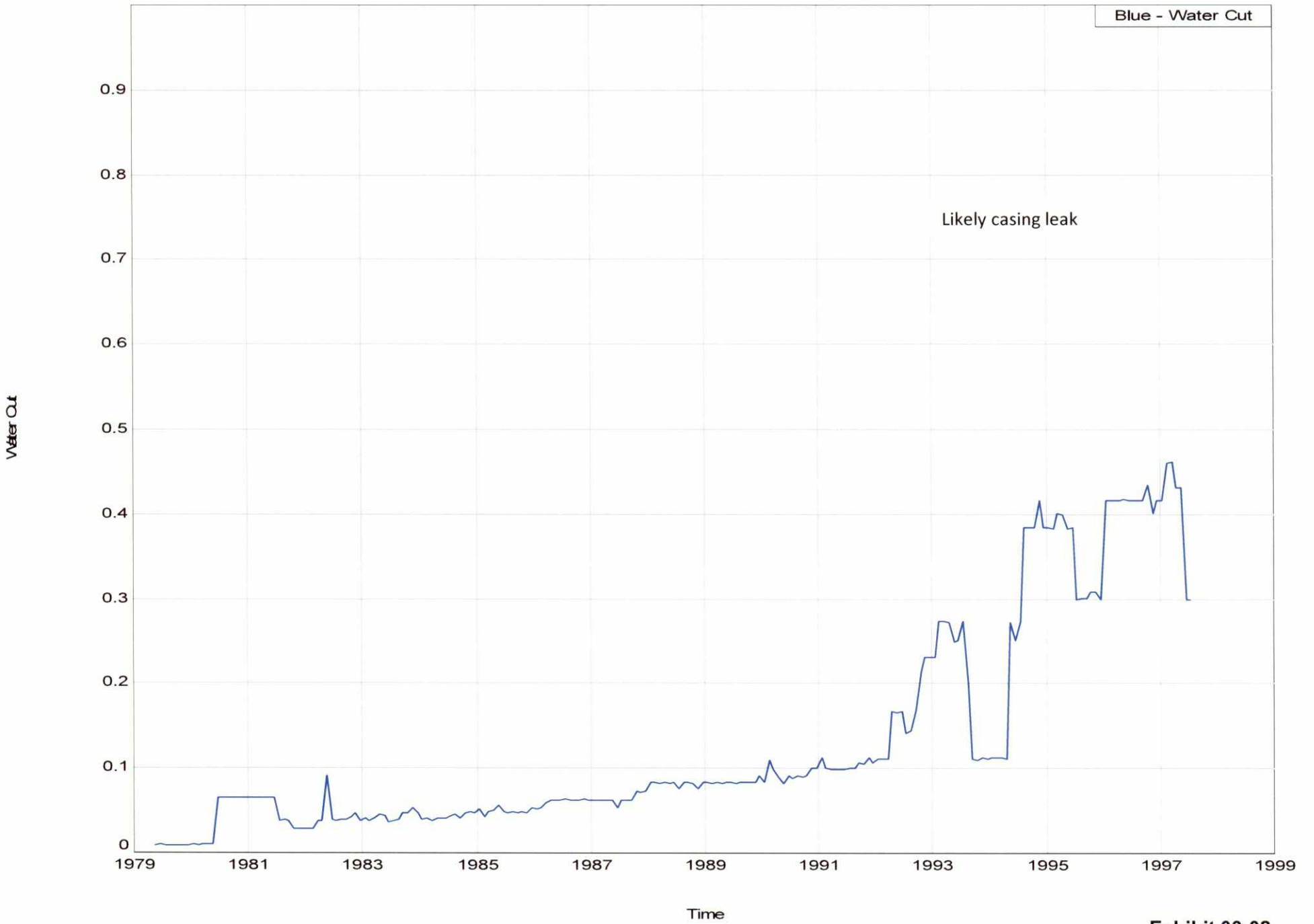
**Janvrin O-33H - Horizontal "B" Zone
3-Day Trailing Average Values**



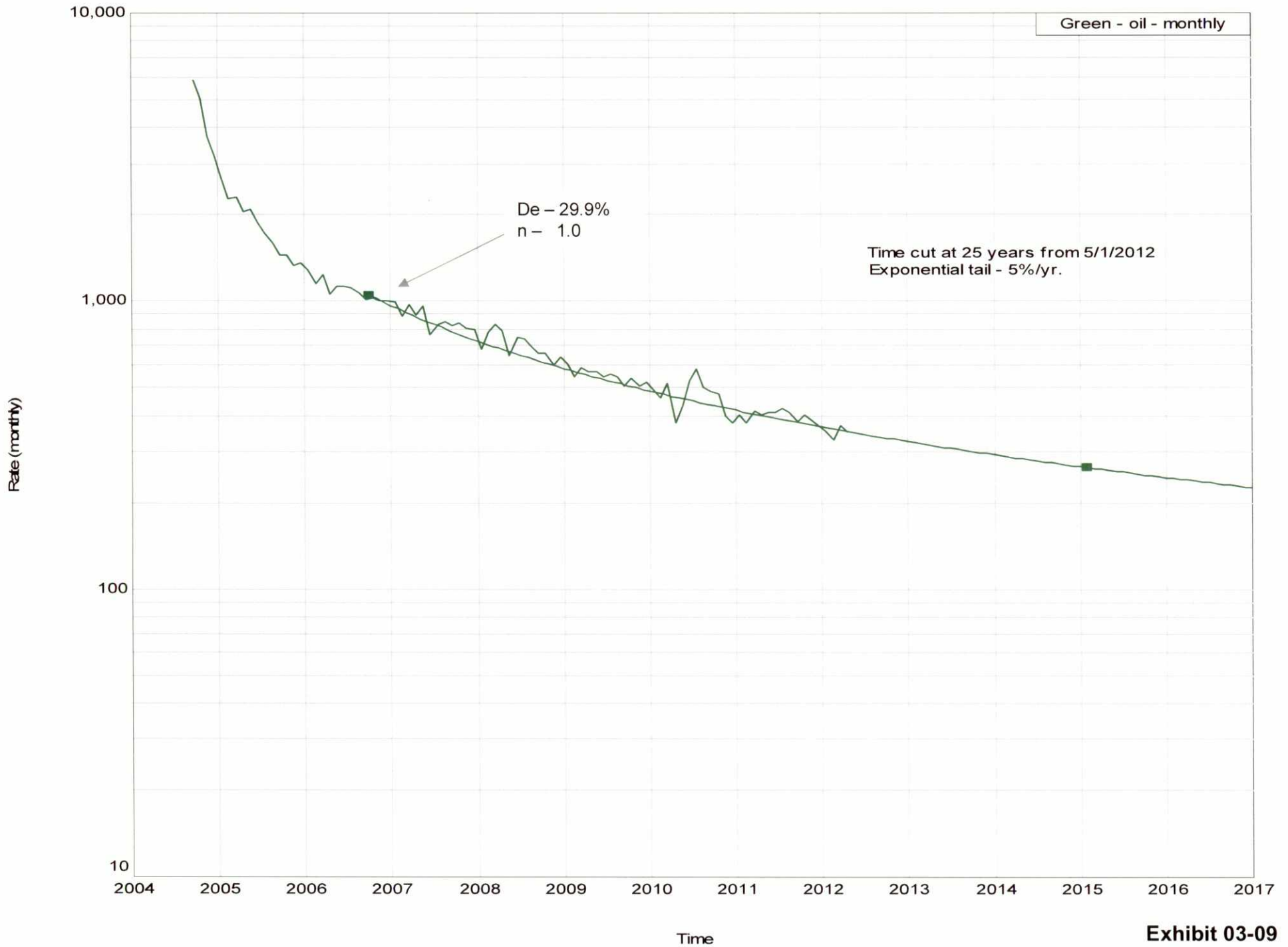
Janvrin O-33H - Horizontal "B" Zone
3-Day Trailing Averages



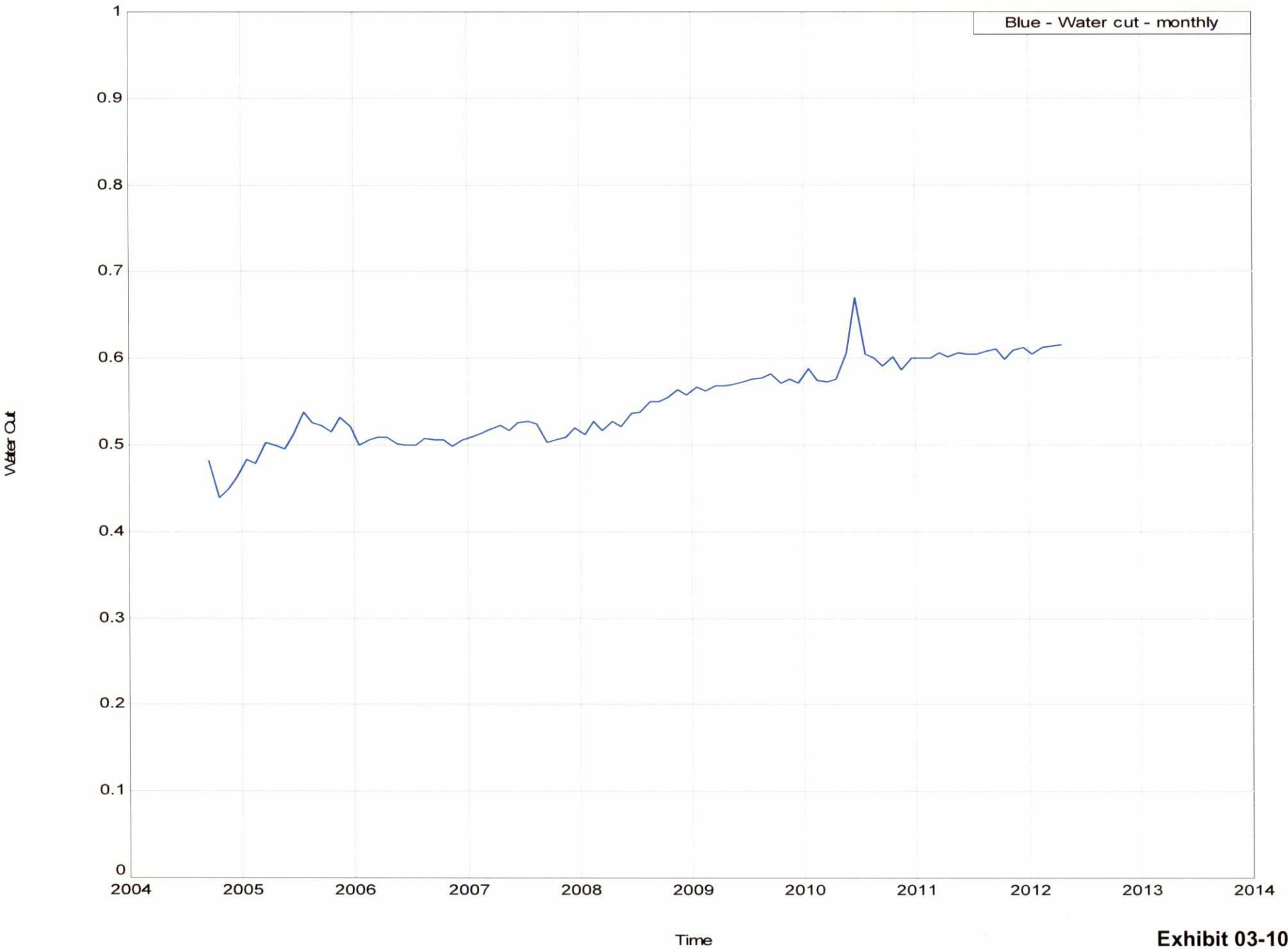




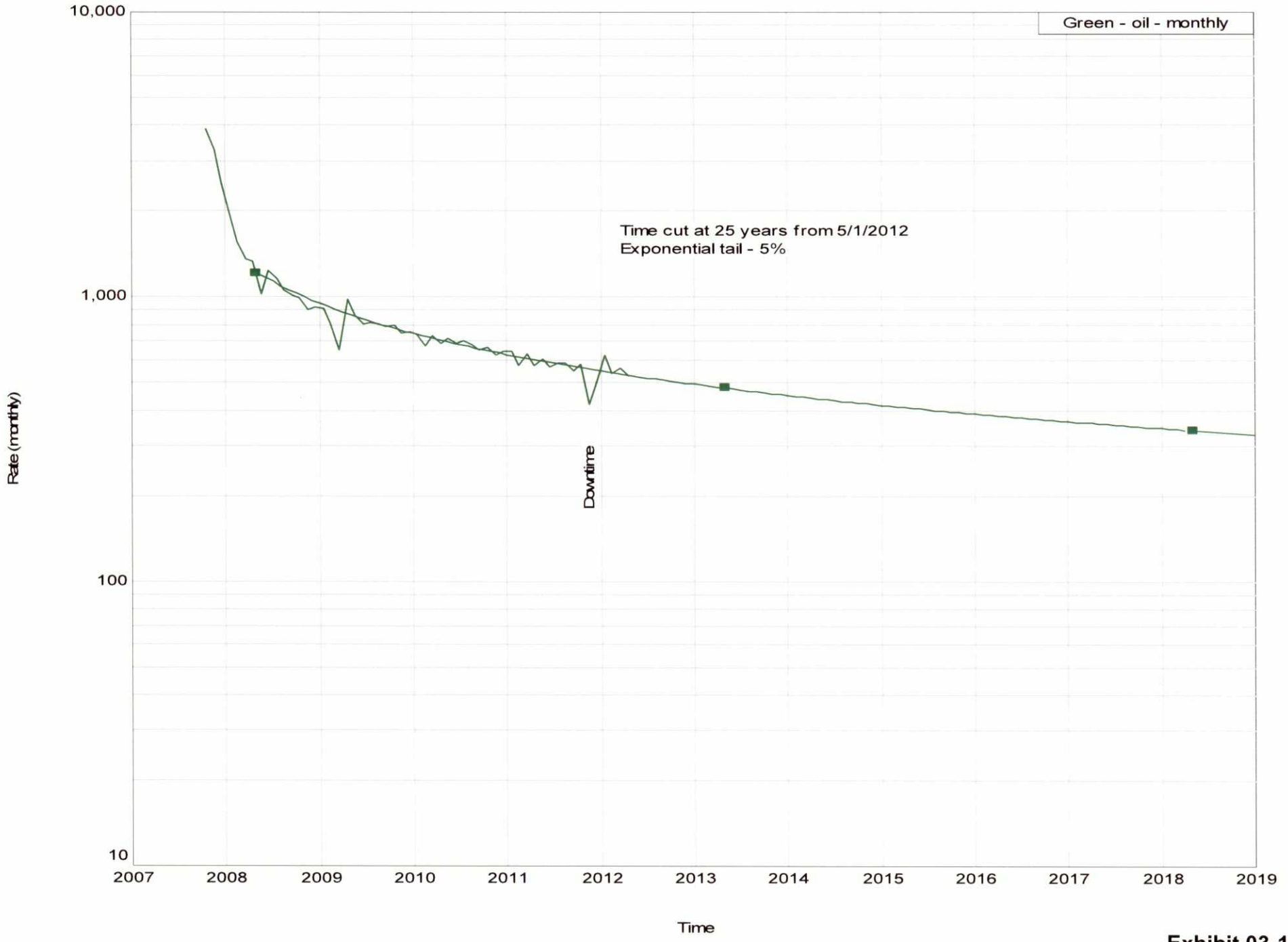
JANVRIN I-32H - HO. MONTAL B - STATE LINE



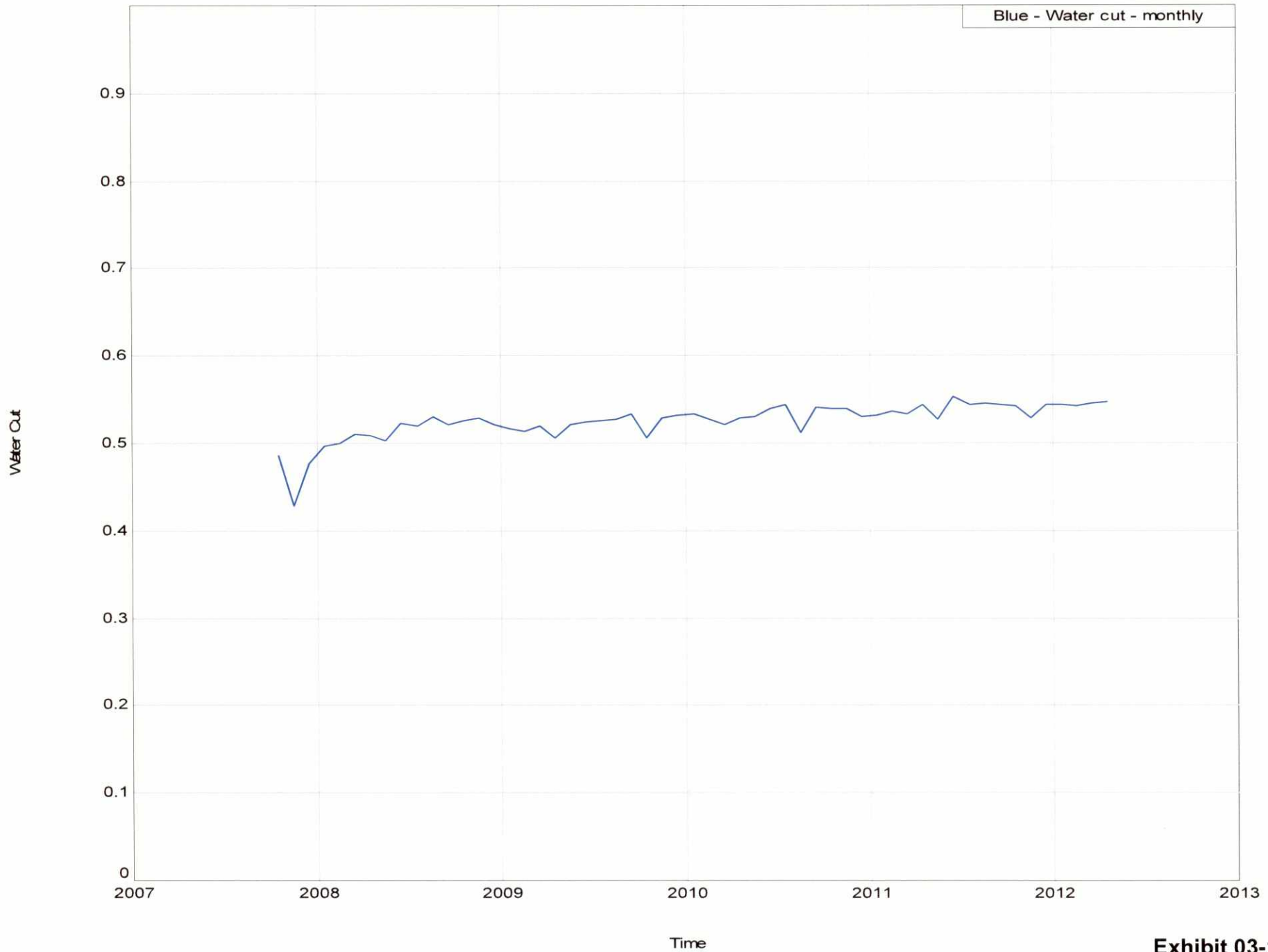
JANVRIN I-32H - HOI JONTAL B - STATE LINE



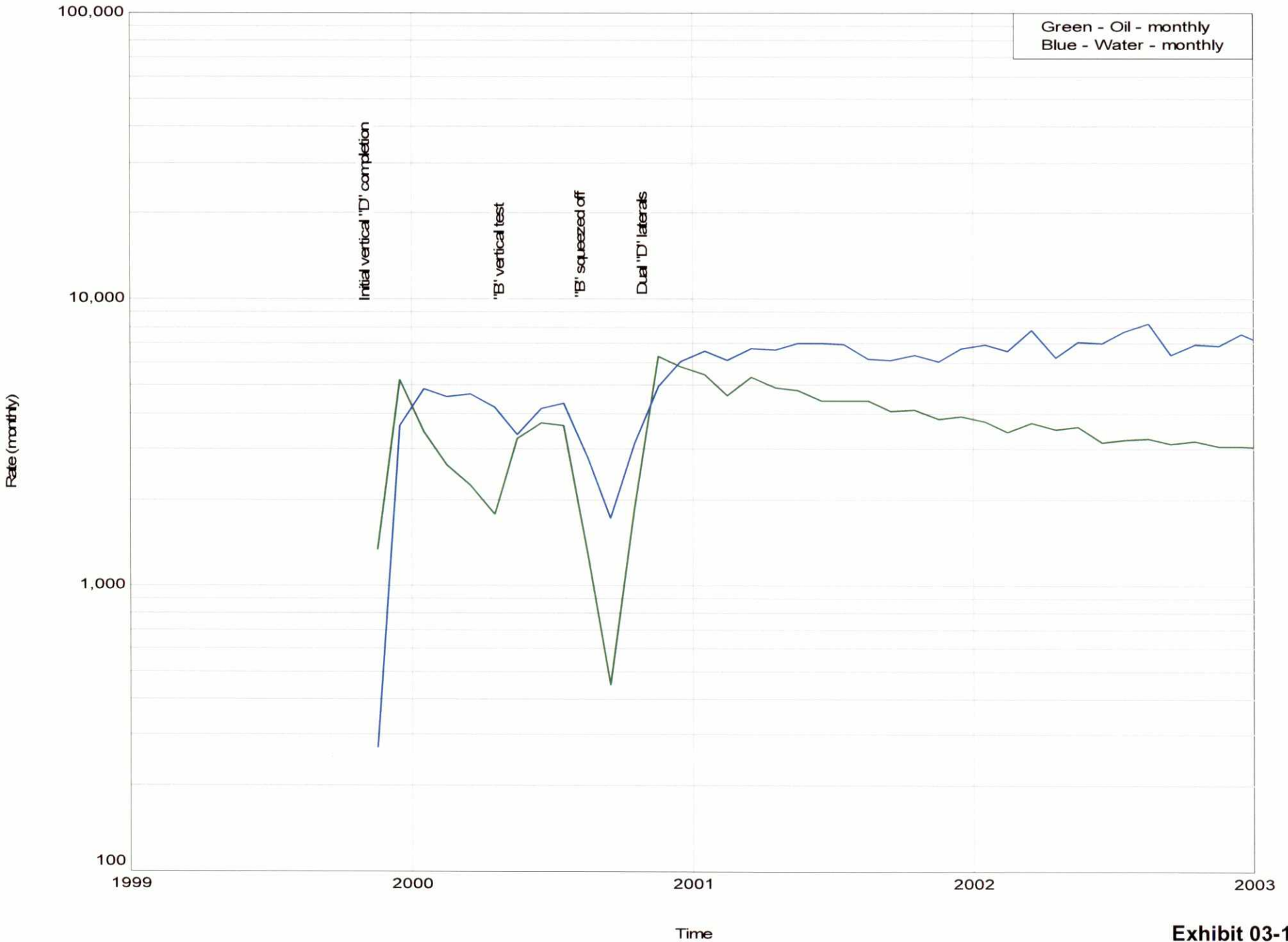
LAUREL FOUST F-4H - YELLOW HAIR



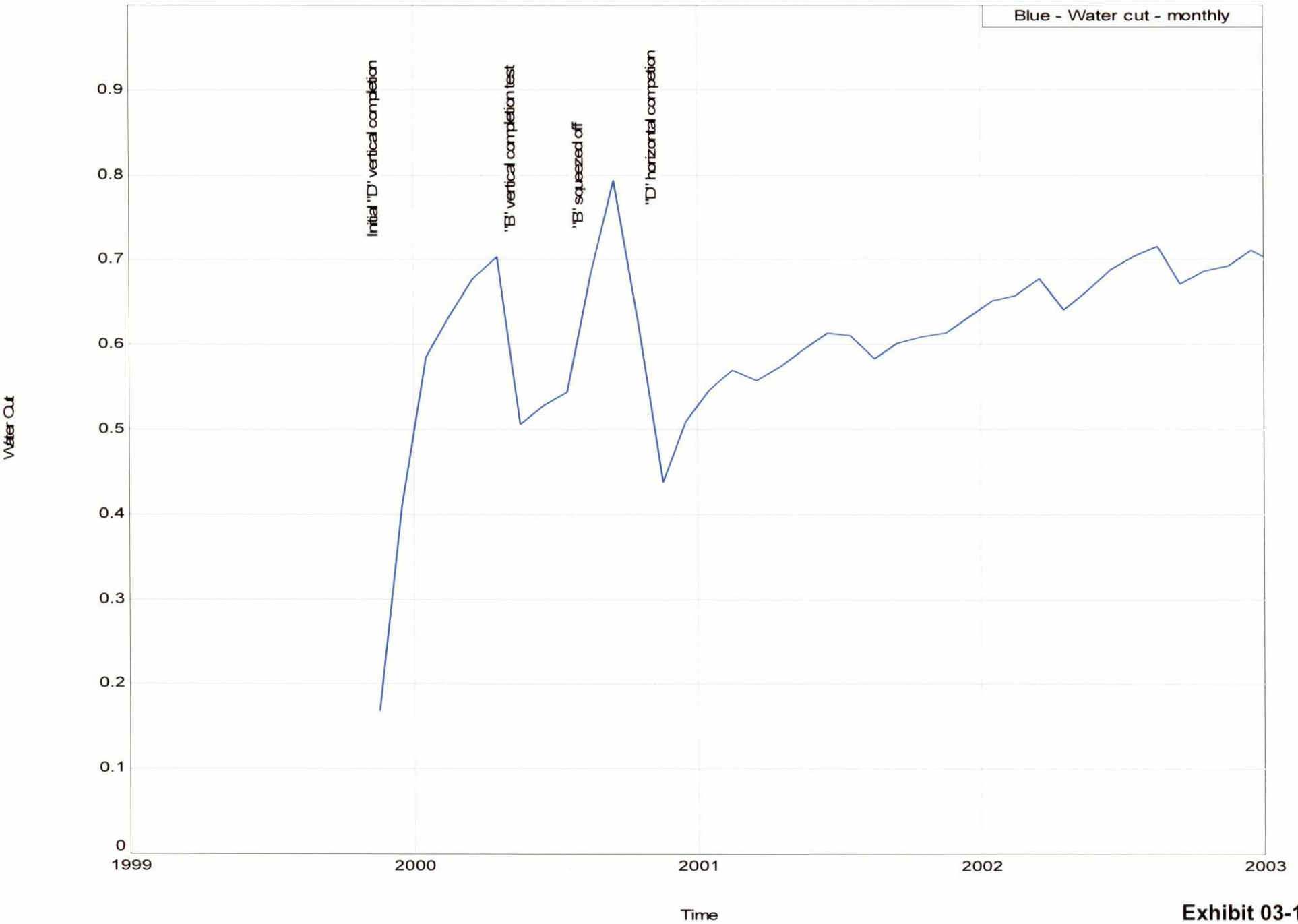
LAUREL FOUST F-4H - YELLOW HAIR



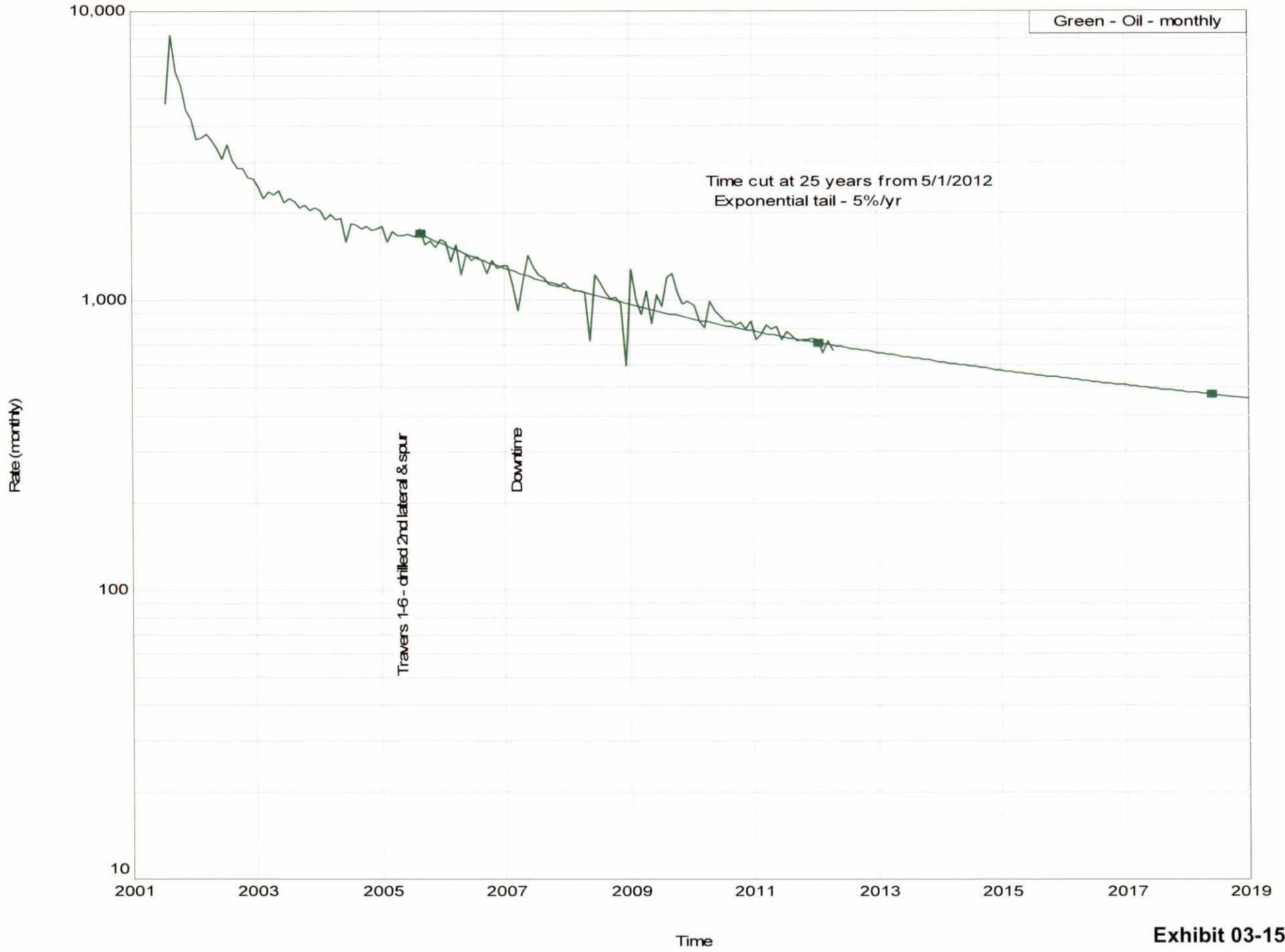
TRAVERS K-5 - TRAVERS RANCH



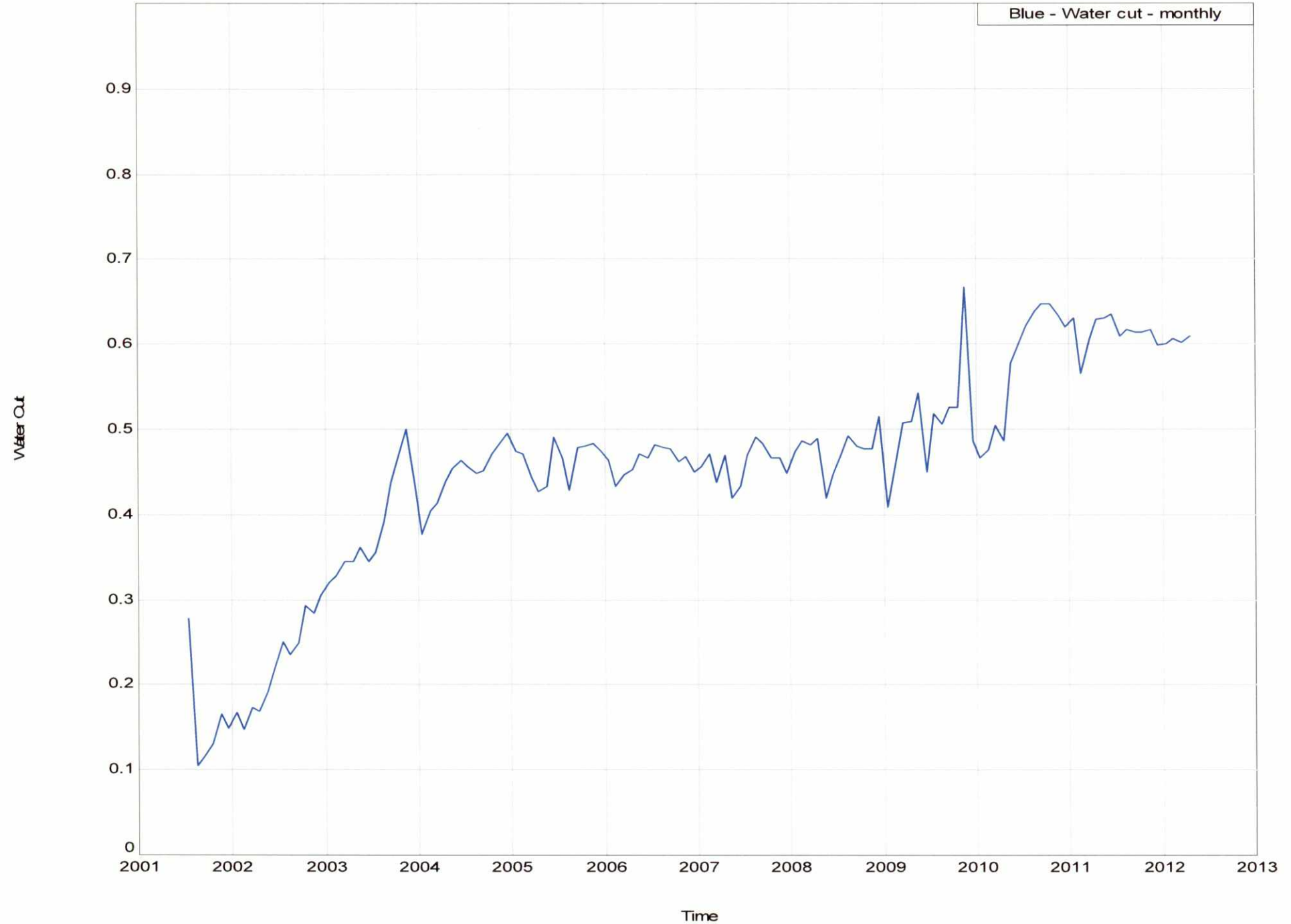
TRAVERS K-5 - TRAVERS RANCH



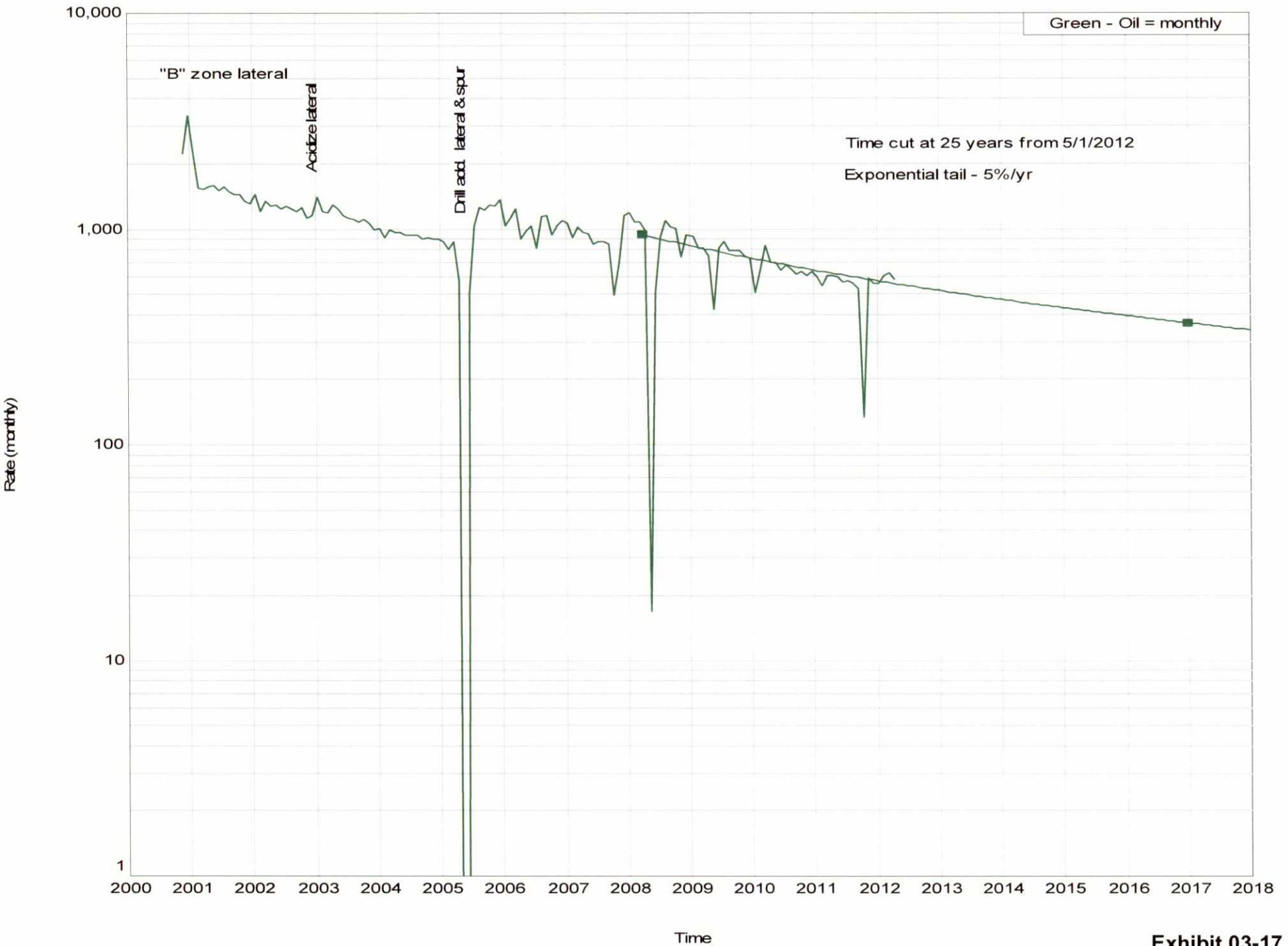
TRIVERS N-5H TRIVERS RANCH



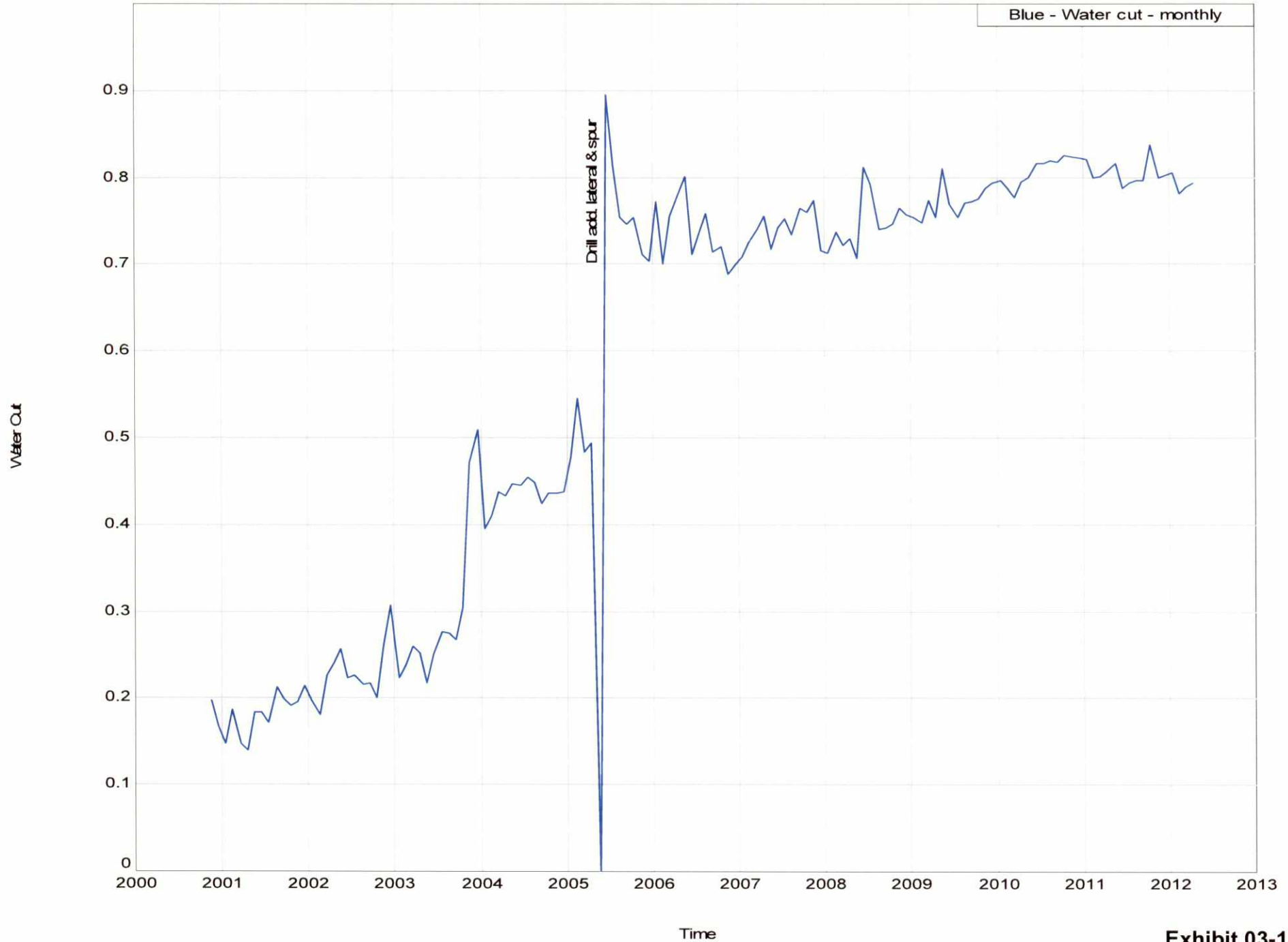
TRAVERS N-5H .RAVERS RANCH



TRAVERS 1-6 - B z - TRAVERS RANCH



TRAVERS 1-6 - B zone - TRAVERS RANCH



Proposed Travers Ranch Red River Unit
 Various Fields
 Harding County, South Dakota

Final - May 9, 2012

Remaining Primary Recovery Reserves
 and Resulting Primary Recovery EUR's
 Summary by Well

Well				Cumulative Thru April 30, 2012 (BBLs)	Remaining at May 1, 2012 (Cut off at 25 years or E.L.) (BBLs)	Primary Recovery EUR (BBLs)	Well Share Remaining	Well Share EUR
LEC	Janvrin O-33H	Horizontal	Medium-radius	8,128	16,808	24,936	5.06%	2.62%
LEC	Janvrin 1-32	Vertical	Vertical - P&A	103,485	0	103,485	0.00%	10.87%
LEC	Janvrin I-32H	Horizontal	Short-radius from 5-1/2	90,592	47,828	138,420	14.40%	14.55%
LEC	Laurel Foust F-4H	Horizontal	Short-radius from 5-1/2	51,209	79,515	130,724	23.94%	13.74%
LEC	Travers K-5	Vertical "B"	Brief prod period	11,620	0	11,620	0.00%	1.22%
LEC	Travers N-5H	Horizontal	Medim-radius	218,956	110,236	329,192	33.18%	34.59%
LEC	Travers 1-6	Horizontal Re-Entry	Short-radius from 5-1/2	135,437	77,813	213,250	23.42%	22.41%
				619,427	332,200	951,627 951,627	100.00%	100.00%

Proposed Travers Ranch Red River Unit
Various Fields
Harding County, South Dakota

Remaining Primary Recovery Reserves
Effective May 1, 2012
Summary by Tract

Final - May 9, 2012

Tracts	Lands	Acres (Acres)	Janvrin O-33H (BBLs)	Janvrin 1-32 Vertical (P&A) (BBLs)	Janvrin I-32H Horizontal (BBLs)	Laurel Foust F-4H (BBLs)	Travers K-5 Vertical "B" (BBLs)	Travers N-5H (BBLs)	Travers 1-6 (BBLs)	Total (BBLs)	Total (rounded) (MBBLs)
			16,808	0	47,828	79,515	0	110,236	77,813	332,200	
Tract 1	Sec 28, SE/4 & Sec 33, E/2 - T23N, R5E	480.00	16,808							16,808	16.8
Tract 2a	Sec 32, SE/4 & Sec 33, SW/4 - T23N, R5E	320.00		0	23,914					23,914	23.9
Tract 2b	Sec 32, NE/4 & Sec 33, NW/4 - T23N, R5E	320.00			23,914					23,914	23.9
Tract 3	Sec 4, N/2 - T22N, R5E	320.24				79,515				79,515	79.5
Tract 4	Sec 5, All - T22N, R5E	640.16					0	110,236		110,236	110.2
Tract 5	Sec 6, S/2 & Sec 7, N/2 - T22N, R5E	628.98						77,813		77,813	77.8
Tract 6	Sec 6, NE/4 & Sec 8, NW/4 - T22N, R5E	320.24								0	0.0
		3,029.62	16,808	0	47,828	79,515	0	110,236	77,813	332,200 332,200	332.1

Notes

- o Final values for each tract expressed in thousands of barrels (MBBLs) and rounded to 1 decimal place

Proposed Travers Ranch Red River Unit
 Various Fields
 Harding County, South Dakota

Estimated Ultimate Recovery (EUR) for Primary - Allocated to Tracts

Final - May 9, 2012

Tracts	Lands	Acres (Acres)	Janvrin O-33H (BBLs)	Janvrin 1-32 Vertical (P&A) (BBLs)	Janvrin I-32H Horizontal (BBLs)	Laurel Foust F-4H (BBLs)	Travers K-5 Vertical (BBLs)	Travers N-5H (BBLs)	Travers 1-6 (BBLs)	Total (BBLs)	Total (rounded) (MBBLs)
			24,936	103,485	138,420	130,724	11,620	329,192	213,250	951,627	
Tract 1	Sec 28, SE/4 & Sec 33, E/2 - T23N, R5E	480.00	24,936							24,936	24.9
Tract 2a	Sec 32, SE/4 & Sec 33, SW/4 - T23N, R5E	320.00		103,485	69,210					172,695	172.7
Tract 2b	Sec 32, NE/4 & Sec 33, NW/4 - T23N, R5E	320.00			69,210					69,210	69.2
Tract 3	Sec 4, N/2 - T22N, R5E	320.24				130,724				130,724	130.7
Tract 4	Sec 5, All - T22N, R5E	640.16					11,620	329,192		340,812	340.8
Tract 5	Sec 6, S/2 & Sec 7, N/2 - T22N, R5E	628.98							213,250	213,250	213.3
Tract 6	Sec 6, NE/4 & Sec 8, NW/4 - T22N, R5E	320.24								0	0.0
		3,029.62	24,936	103,485	138,420	130,724	11,620	329,192	213,250	951,627	951.6
										951,627	

Notes

- o Final values for each tract expressed in thousands of barrels (MBBLs) and rounded to 1 decimal place

Proposed Travers Ranch Red River Unit
 Various Fields
 Harding County, South Dakota

Final - May 9, 2012 (using actual values through April)

Well	Time Period	Average Daily Oil Rate (BBLs/Day)	Well Share of Total (%)	
LEC	Janvrin O-33H	3 months ending April 2012	23.67	24.14%
LEC	Janvrin I-32H	6 months ending April 2012	11.94	12.18%
LEC	Laurel Foust F-4H	6 months ending April 2012	19.62	20.01%
LEC	Travers N-5H	6 months ending April 2012	23.41	23.88%
LEC	Travers 1-6H	6 months ending April 2012	19.40	19.79%
		98.04	100.00%	

Proposed Travers Ranch Red River Unit
 Various Fields
 Harding County, South Dakota

Current Rate - Allocated to Tracts

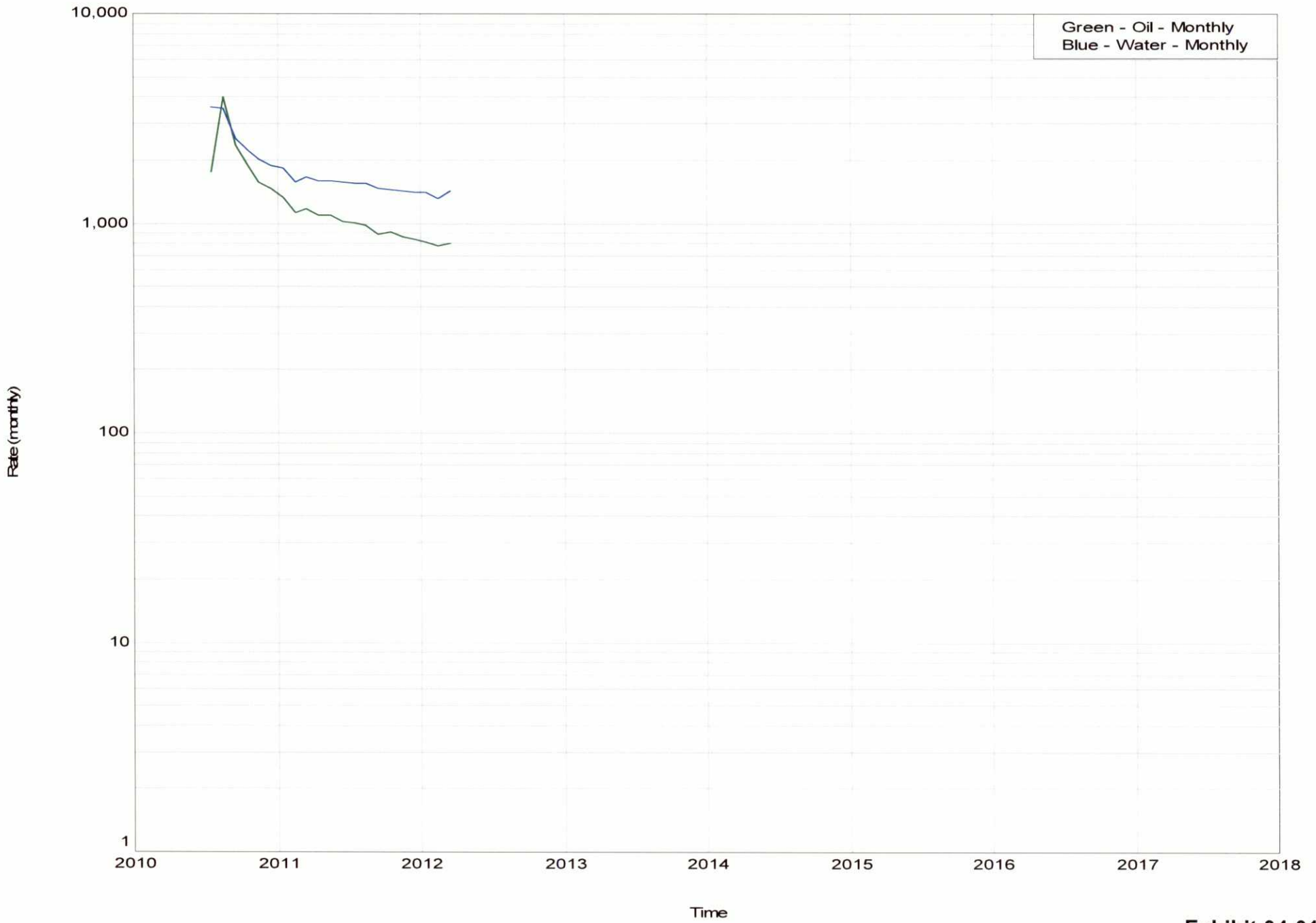
Final - May 9, 2012 (using actual values through April)

Tracts	Lands	Acres (Acres)	Laurel Foust				Travers 1-6 (BOPD)	(BOPD)
			Janvrin O-33H (BOPD)	Janvrin I-32H (BOPD)	F-4H (BOPD)	Travers N-5H (BOPD)		
			23.67	11.94	19.62	23.41	19.40	98.04
Tract 1	Sec 28, SE/4 & Sec 33, E/2 - T23N, R5E	480.00	23.67					23.67
Tract 2a	Sec 32, SE/4 & Sec 33, SW/4 - T23N, R5E	320.00		5.97				5.97
Tract 2b	Sec 32, NE/4 & Sec 33, NW/4 - T23N, R5E	320.00		5.97				5.97
Tract 3	Sec 4, N/2 - T22N, R5E	320.24			19.62			19.62
Tract 4	Sec 5, All - T22N, R5E	640.16				23.41		23.41
Tract 5	Sec 6, S/2 & Sec 7, N/2 - T22N, R5E	628.98					19.40	19.40
Tract 6	Sec 6, NE/4 & Sec 8, NW/4 - T22N, R5E	320.24						0.00
		3,029.62	23.67	11.94	19.62	23.41	19.40	98.04
								98.04

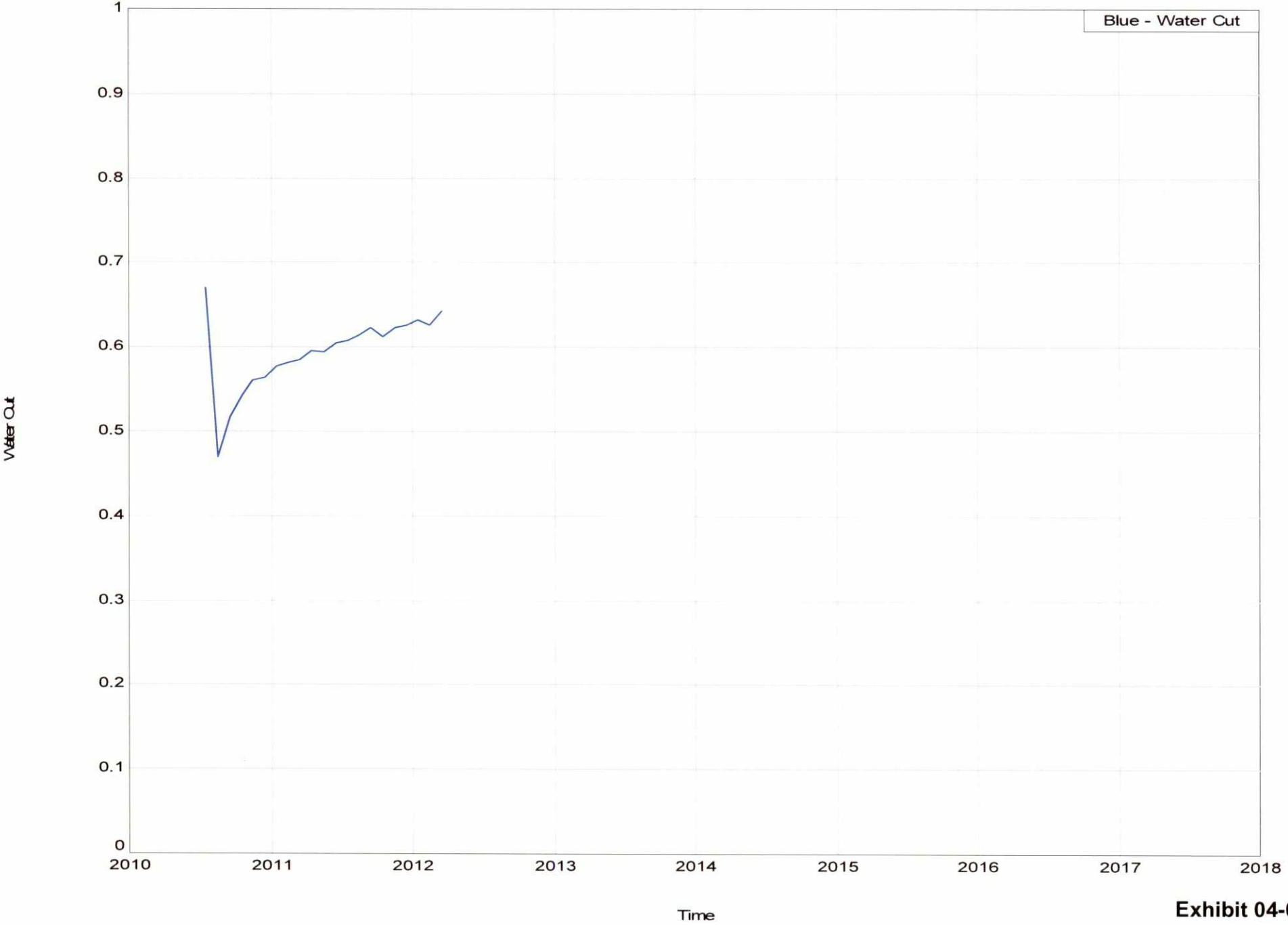
Notes

- o Final values for each tract were rounded to 2 decimal places

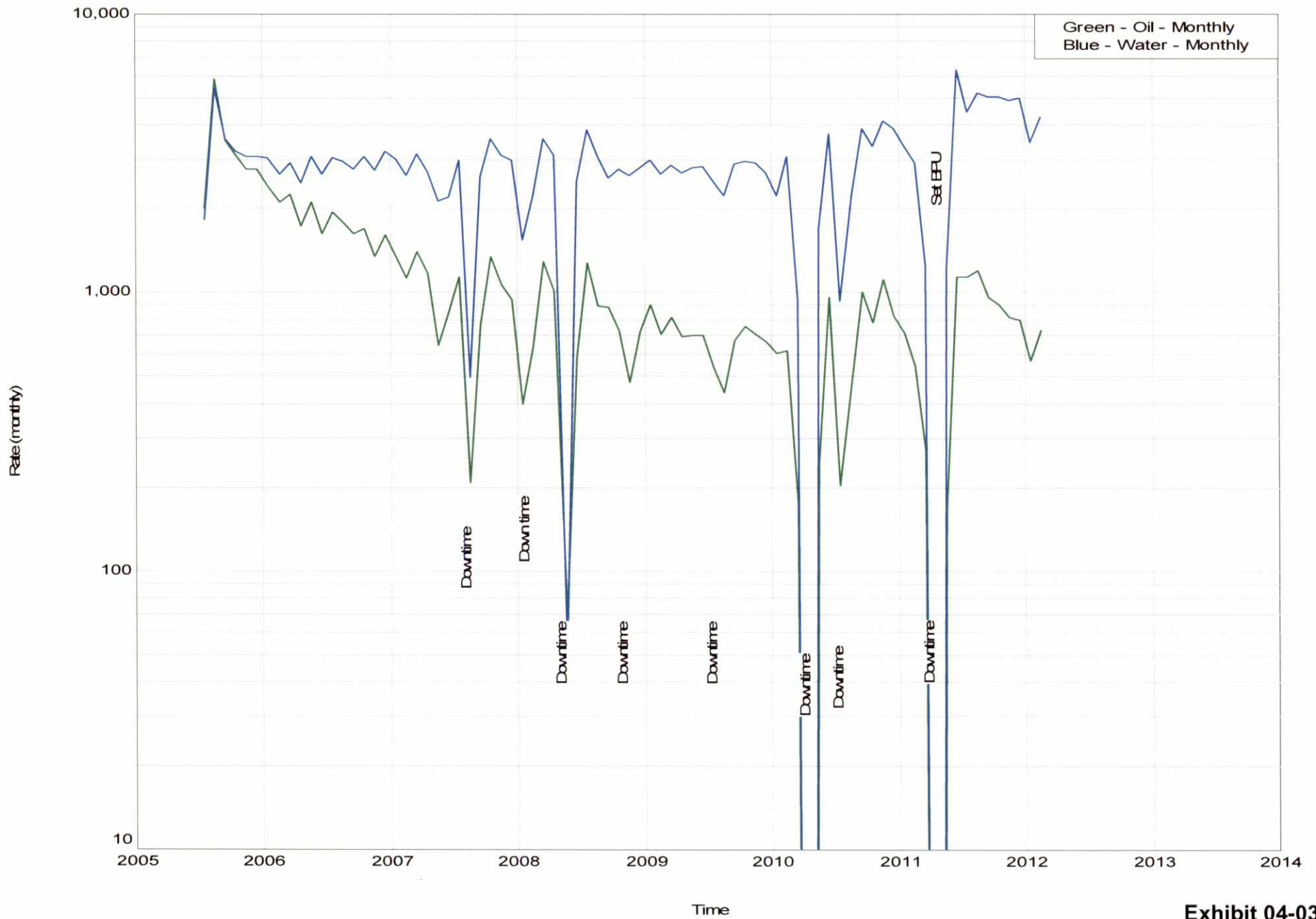
FOUST J-34H - EAST HARDING SPRINGS



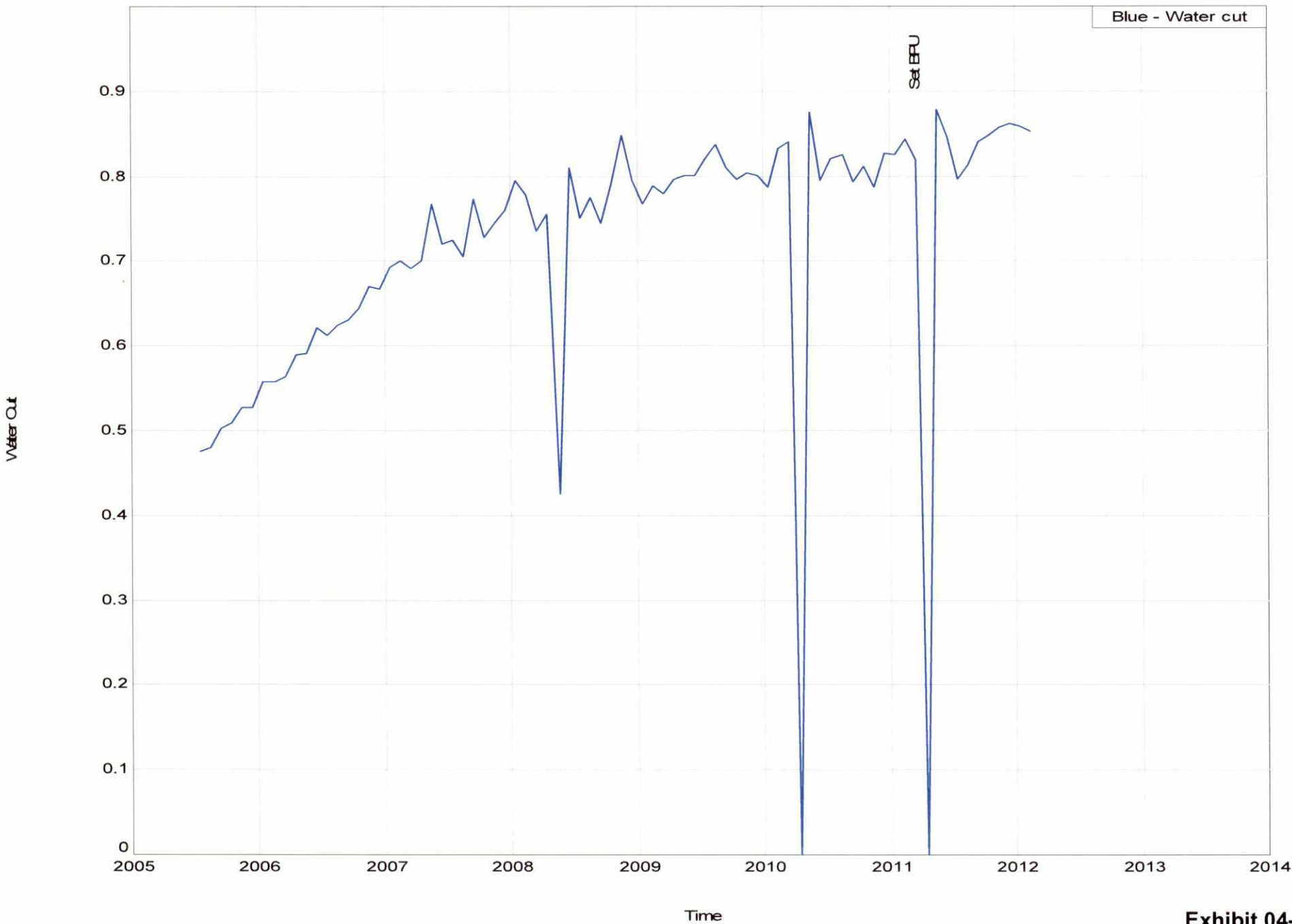
FOUST J-34H - EAST HARDING SPRINGS



FULLER CANYON FED. 1-9 - HORIZ B - YELLOW HAIR



FULLER CANYON FED. 1-9 - HORIZ B - YELLOW HAIR



SD-SLRRU F-20H
(WIW)

Ferkingstad 33-20

Njos 1-19 (P&A)

19

20

21

Njos J-19H

Janvrin A-29H
WIW

30

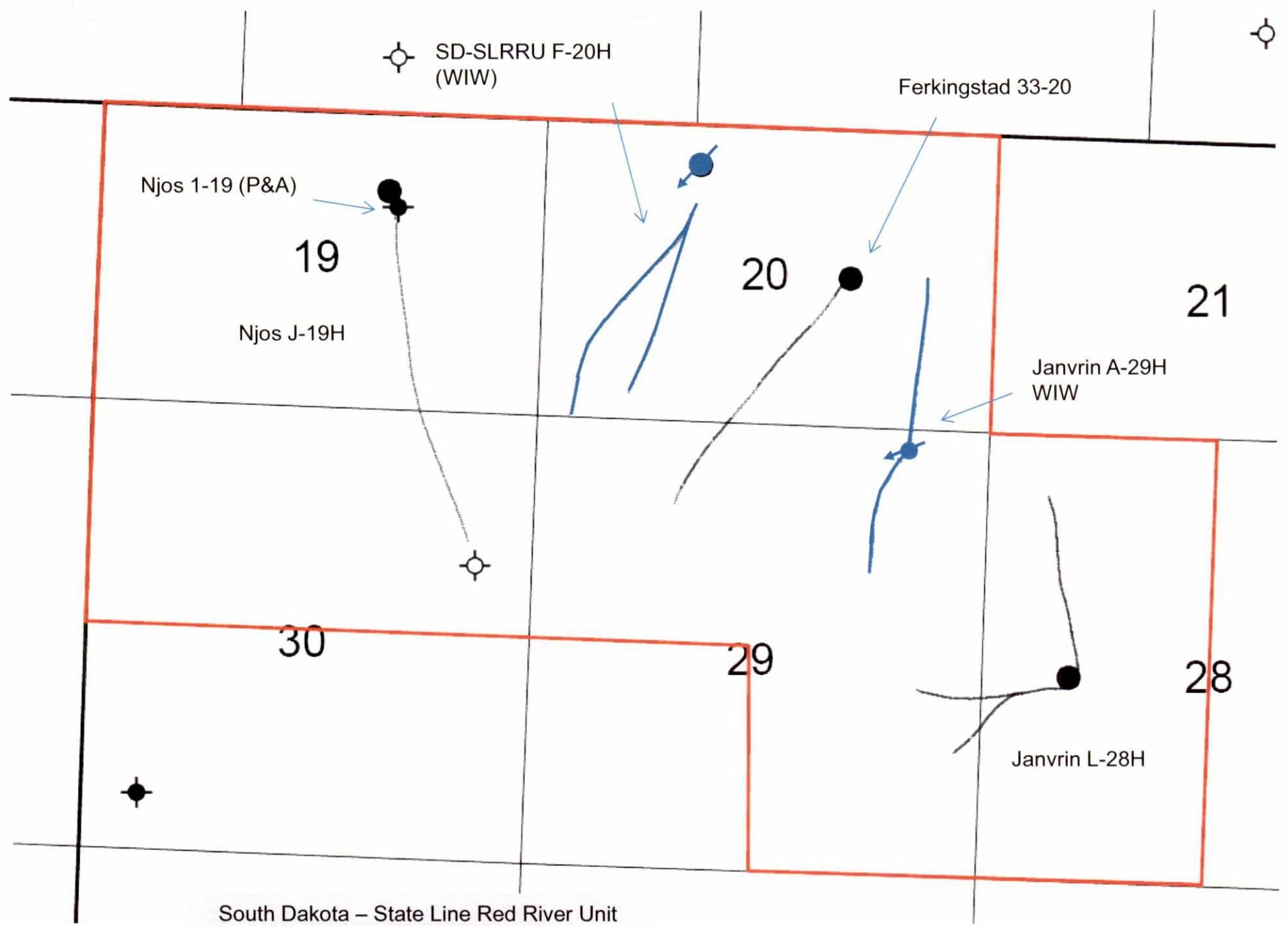
29

28

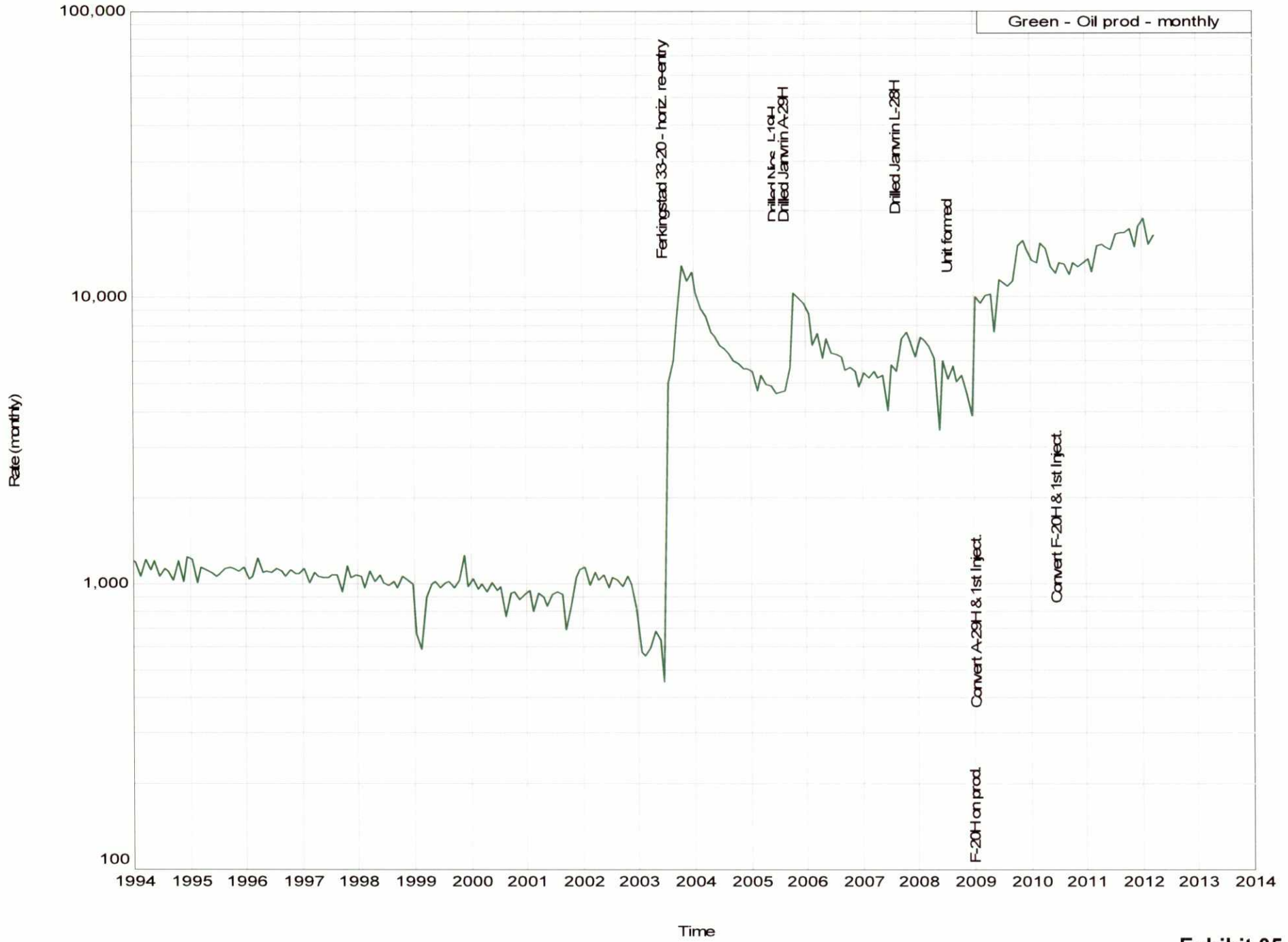
Janvrin L-28H

South Dakota – State Line Red River Unit
State Line Field
Harding County, South Dakota

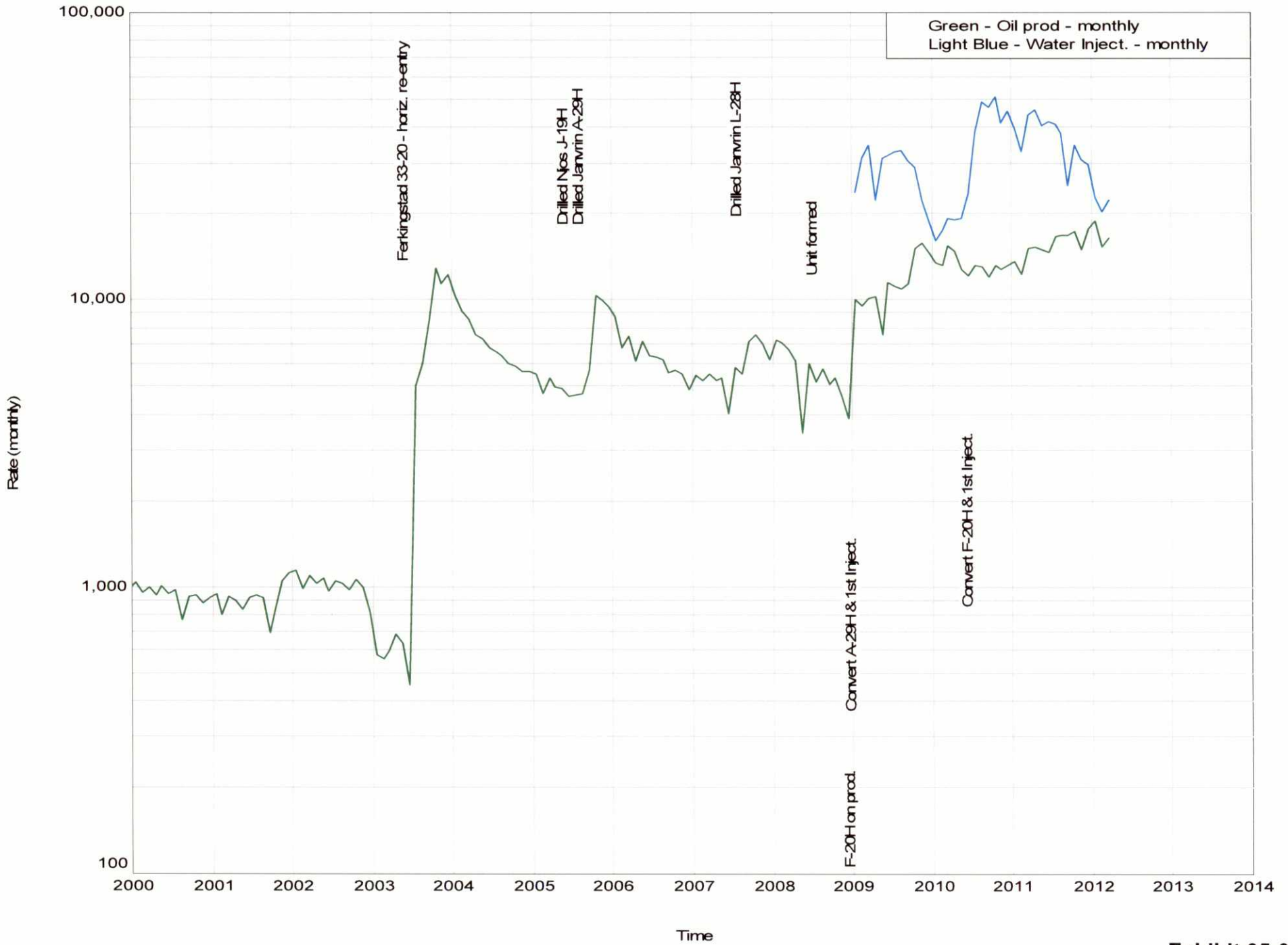
Exhibit 05-01



SOUTH DAKOTA-STATE LINE RED RIVER UNIT - STATE LINE (SD-SLRRU)



SOUTH DAKOTA-STATE LINE RE. .LVER UNIT - STATE LINE (SD-SLRRU)



**Open Hole Logs
Area Around South Dakota – State Line Red River Unit and
Proposed Travers Ranch Red River Unit**

Open hole electric logs are useful for determining reservoir qualities such as porosity, thickness, and oil saturation (using water saturation).

Unfortunately, within the boundaries of the proposed Travers Ranch Red River Unit there are few wells with modern open hole logs. One such well, the Janvrin I-32H, provides the type-log for the proposed unit (Exhibit 06-02).

For reservoir properties to use for both reservoir modeling (as starting points which get refined in model iterations) and for sub-surface oil-in-place mapping, average values were taken from large samples of wells in the greater area in and around the South Dakota – State Line Red River Unit and the proposed Travers Ranch Red River Unit.

Luff Exploration Company
Janvrin I-32H
 K.B. 2,992 ft.

Schlumberger – Platform Express
 Compensated Neutron – Three Detector Density Log

There are no economically productive zones between the top of the Gunton and the Red River "B" zone. This interval is included in the unitized interval because of short-radius horizontal re-entries.

Top of Gunton Member
 Stony Mountain Formation
 8,730 ft.

Proposed
 Stratigraphic Interval

Proposed
 Travers Ranch Red River Unit

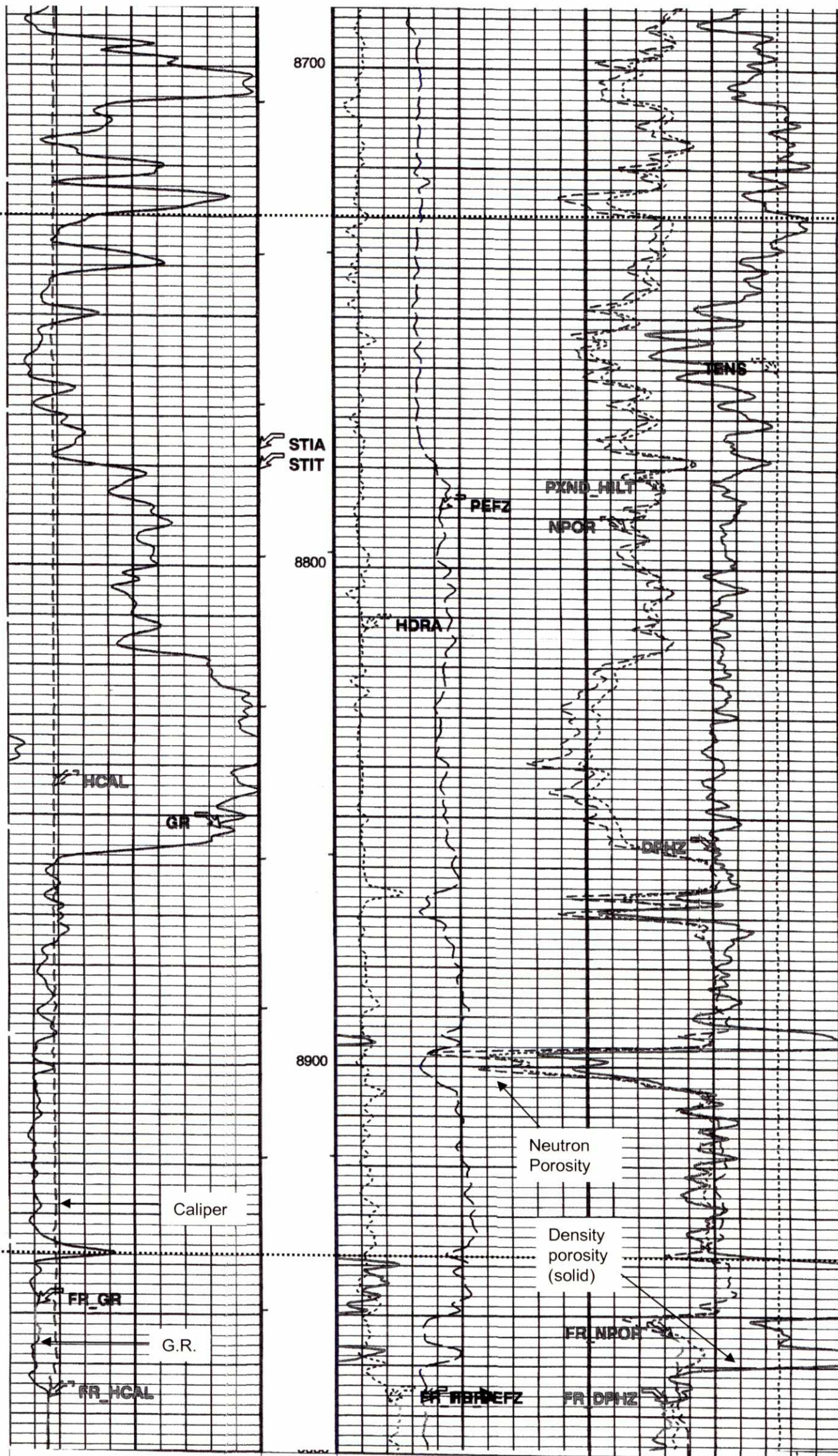
Top of the Gunton member of the Stony Mountain
 formation down to the Red River "C" Zone Marker
 (top of the "C" Zone depositional cycle)

Top of Red River
 Red River "A" Zone

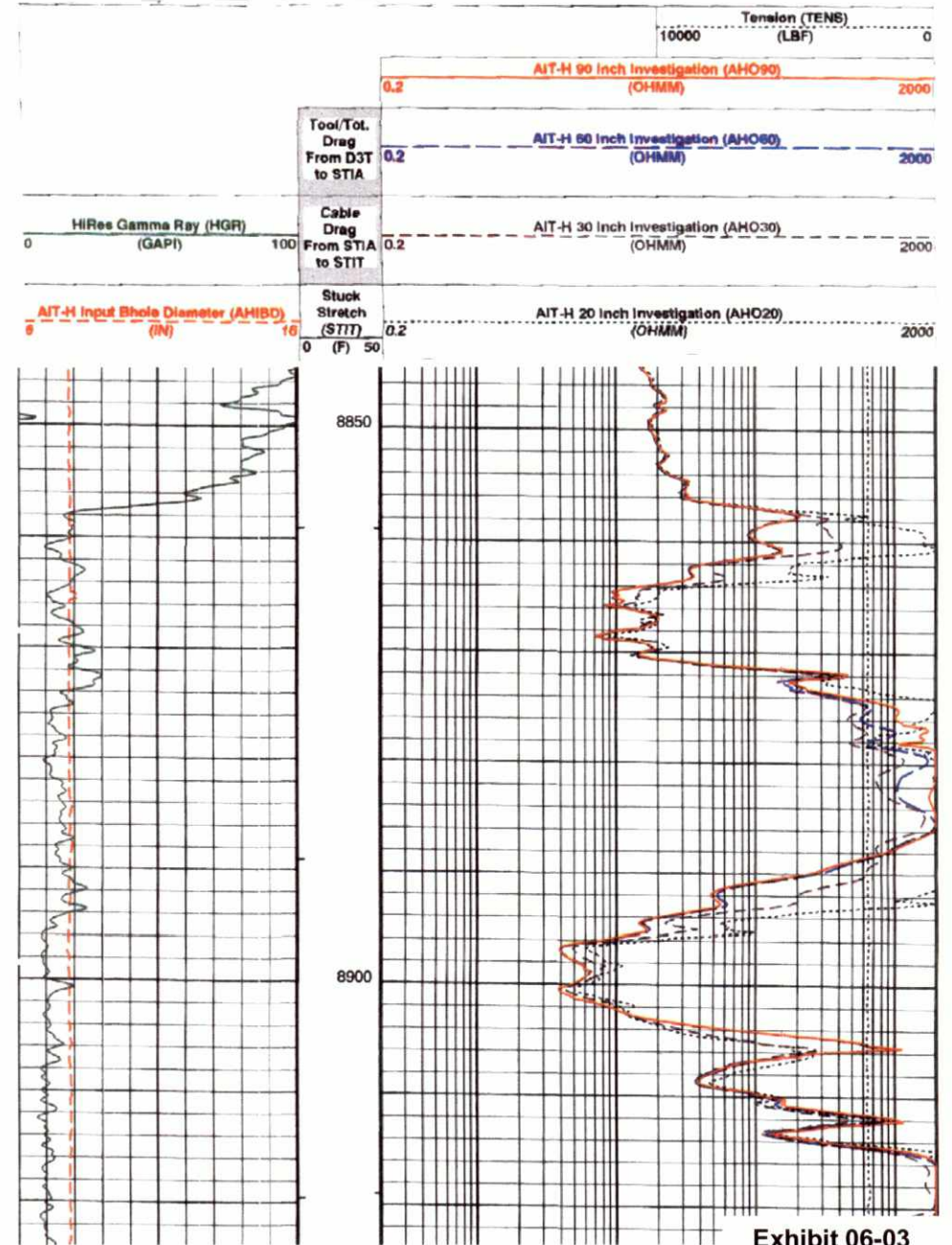
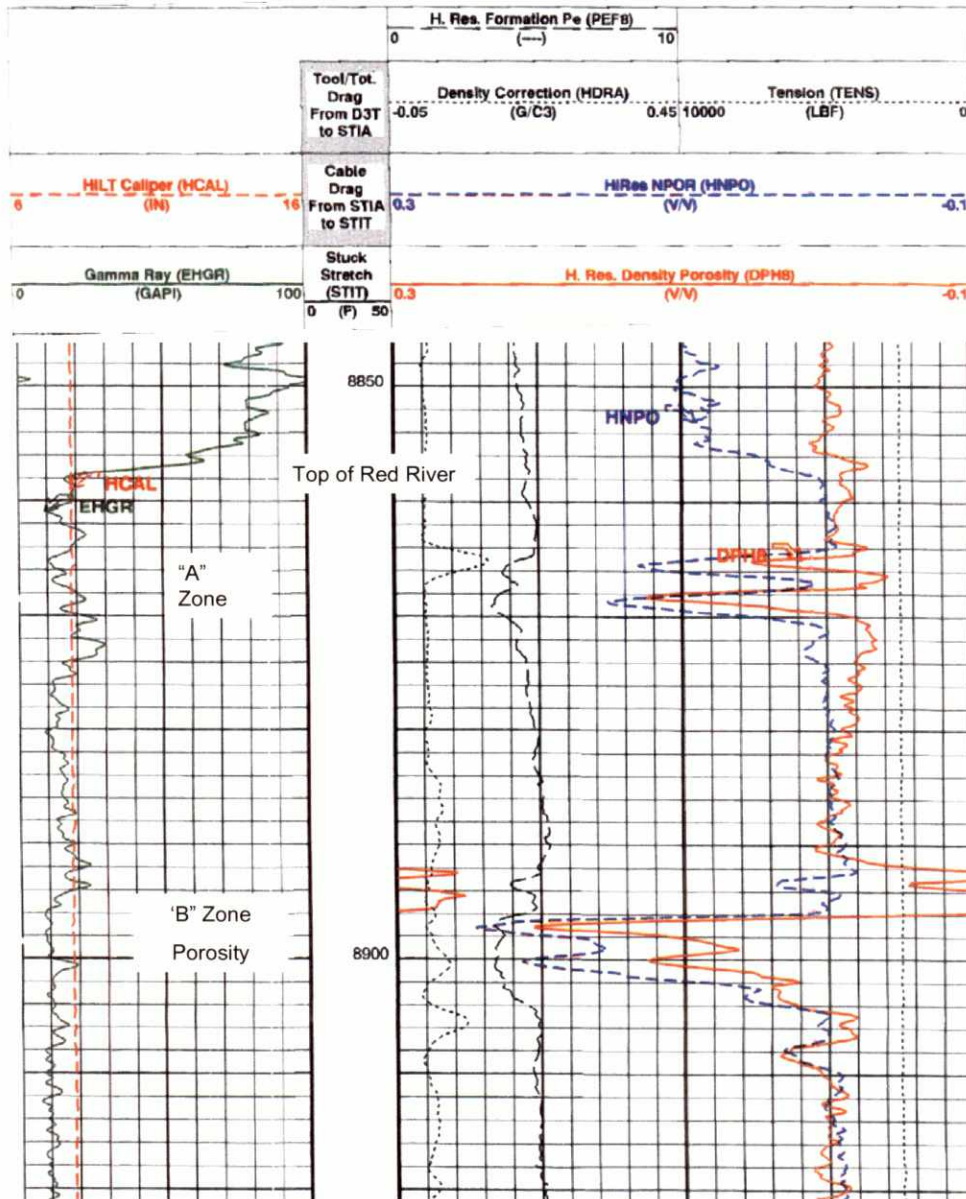
Red River "B" Zone
 porosity

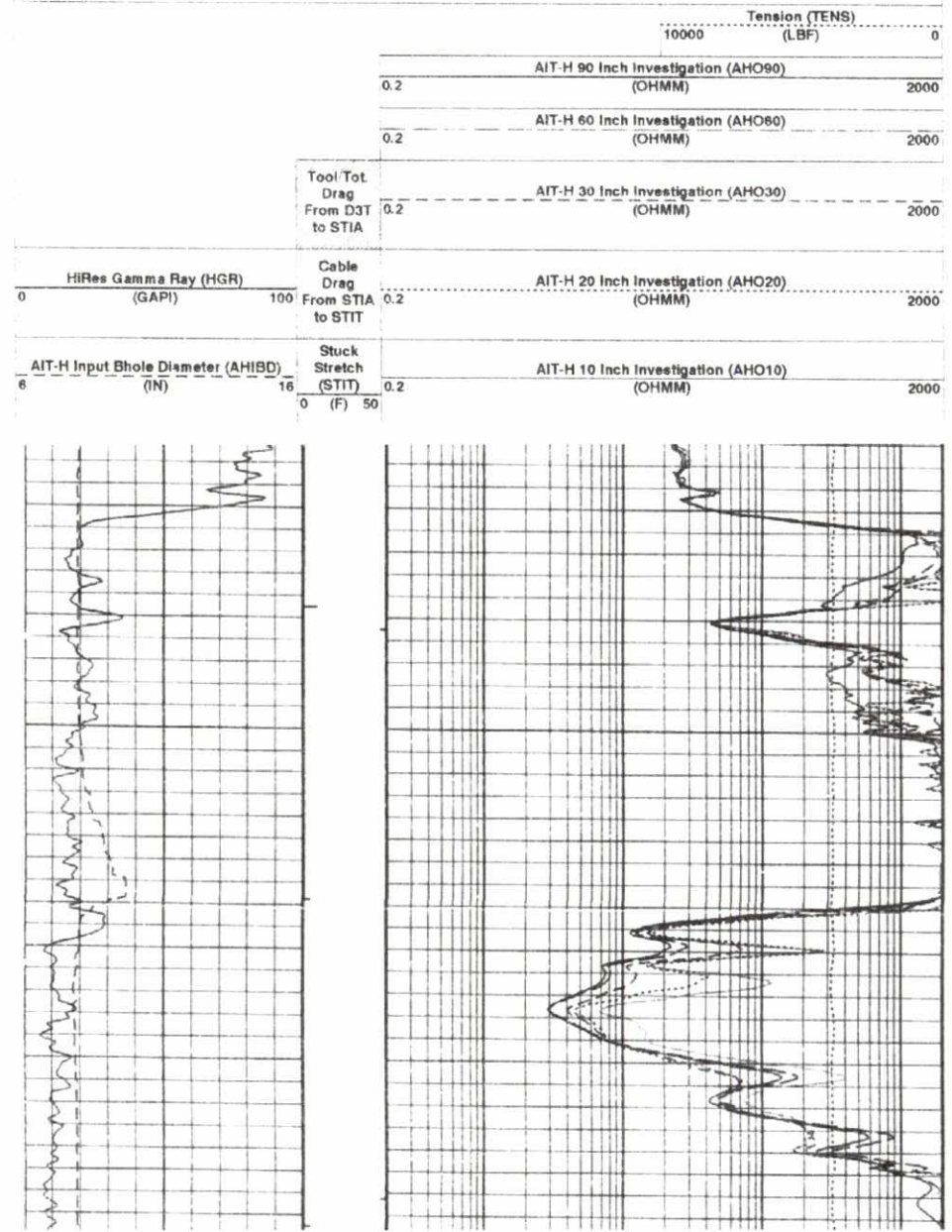
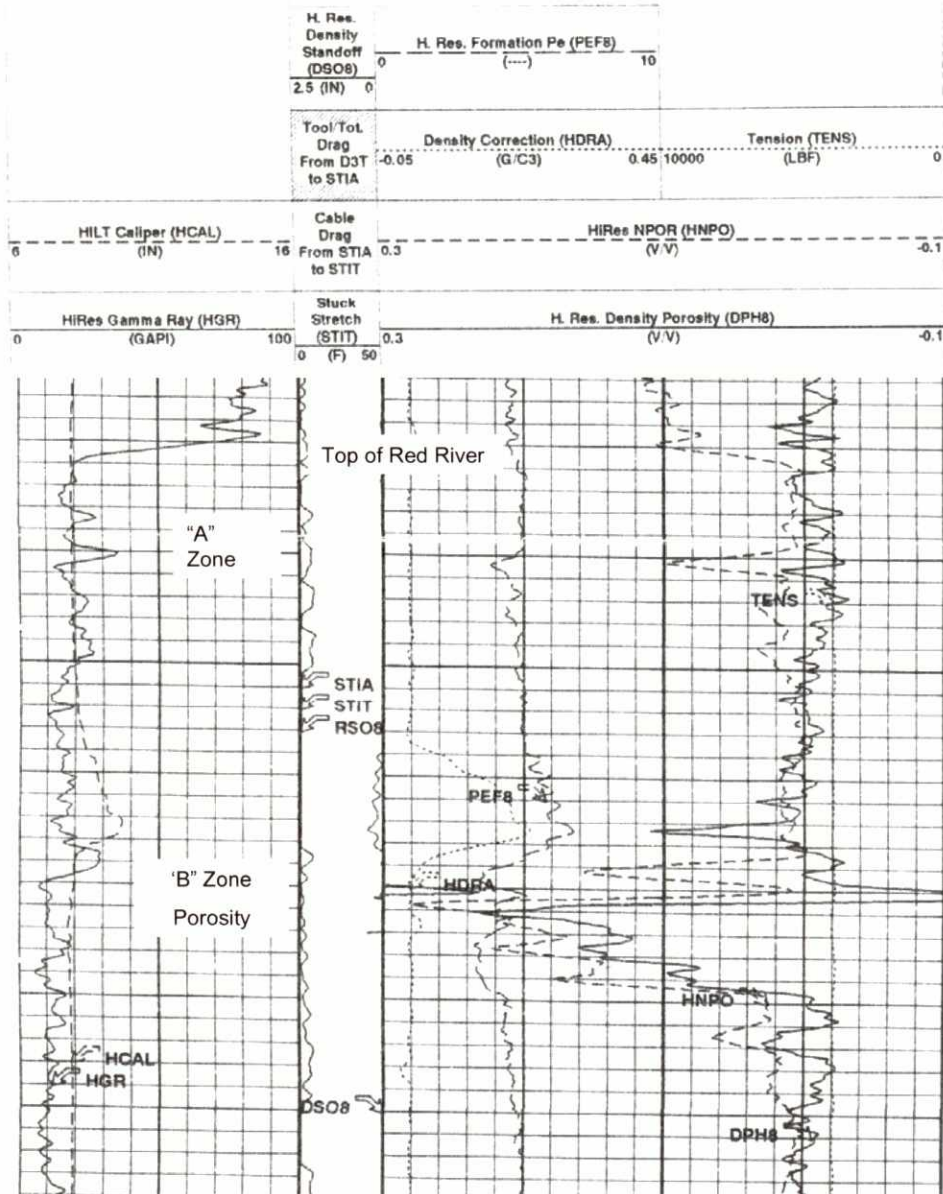
Caliper

Red River "C" Marker
 8,938 ft.



Gamma Ray (GR) (GAPI)	0	100	Stuck Stretch (STIT) (F)	0	50	Std. Res. Density Porosity (DPHZ) (V/V)	0.3	-0.1
HILT Calliper (HCAL) (IN)	6	16	Cable Drag From STIA to STIT	-0.05		Density Correction (HDRA) (G/C3)	0.45	10000
			Tool/Tot. Drag From D3T to STIA	0.3		Alpha Processed Neutron Porosity (NPOR) (V/V)		-0.1
						Tension (TENS) (LBF)		0





Red River Upper B
Thickness Histogram from Well Log Data
Bowman-Harding County Area

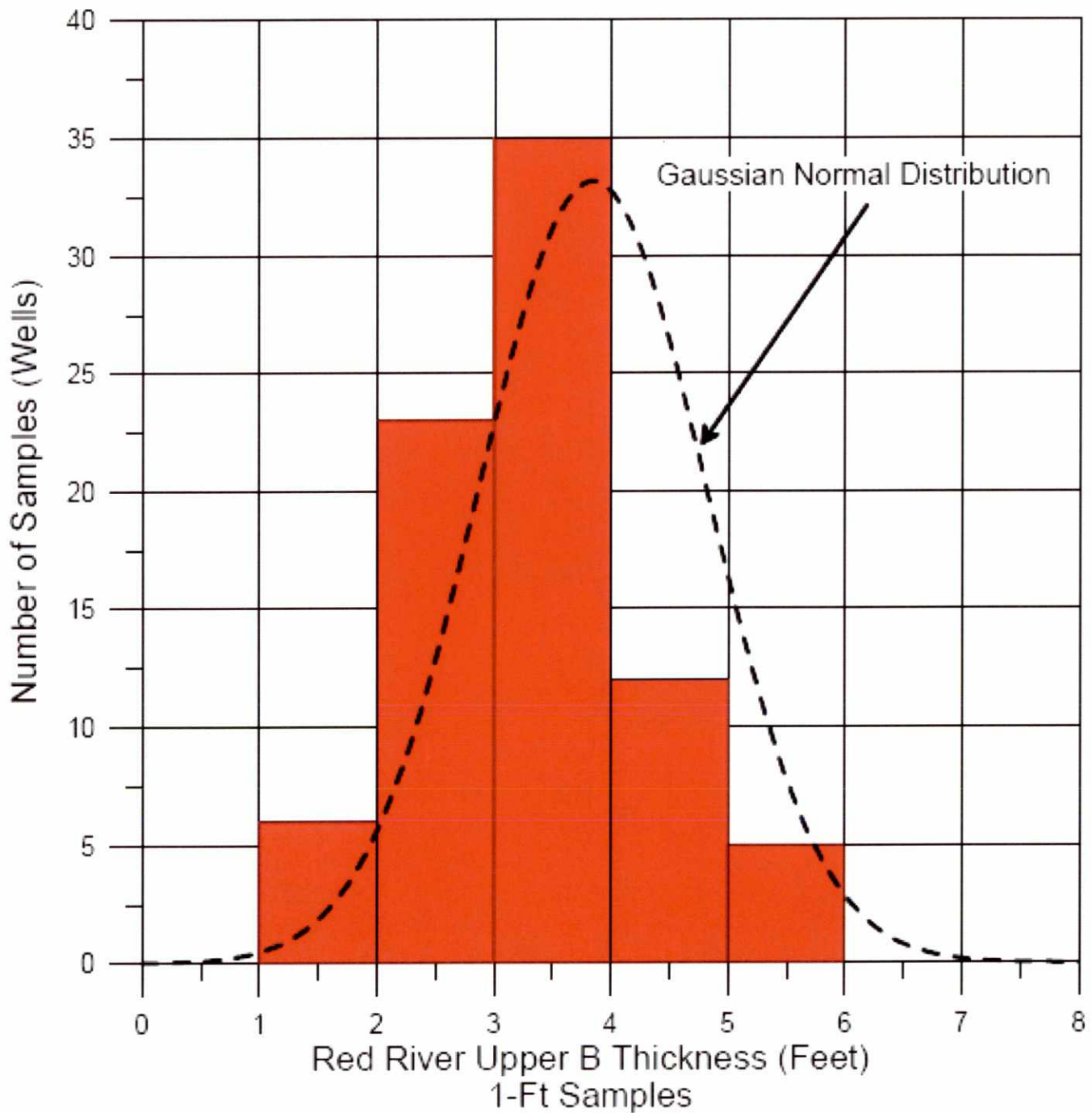


Exhibit 06-05. Histogram for Thickness of Red River Upper B using well-log data from 80 wells in Bowman-Harding Area.

Red River Upper B
Thickness Histogram from Well Log Data
SD State Line Area T23N-R5E

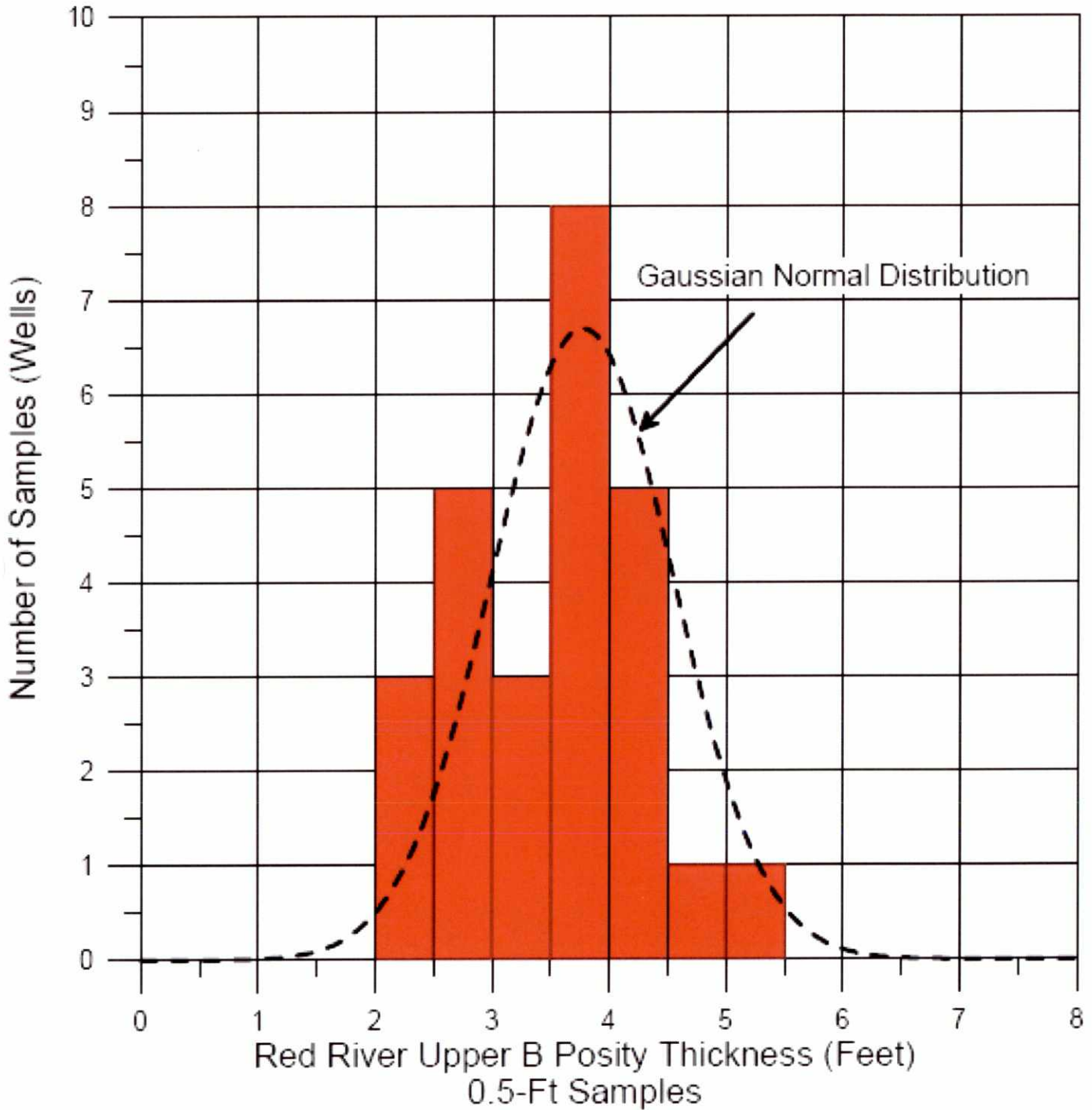


Exhibit 06-06. Histogram for Thickness of Red River Upper B using well-log data from 26 wells in SD-SLRRU Area.

Red River Upper B
Porosity Histogram from Well Log Data
SD State Line Area T23N-R5E

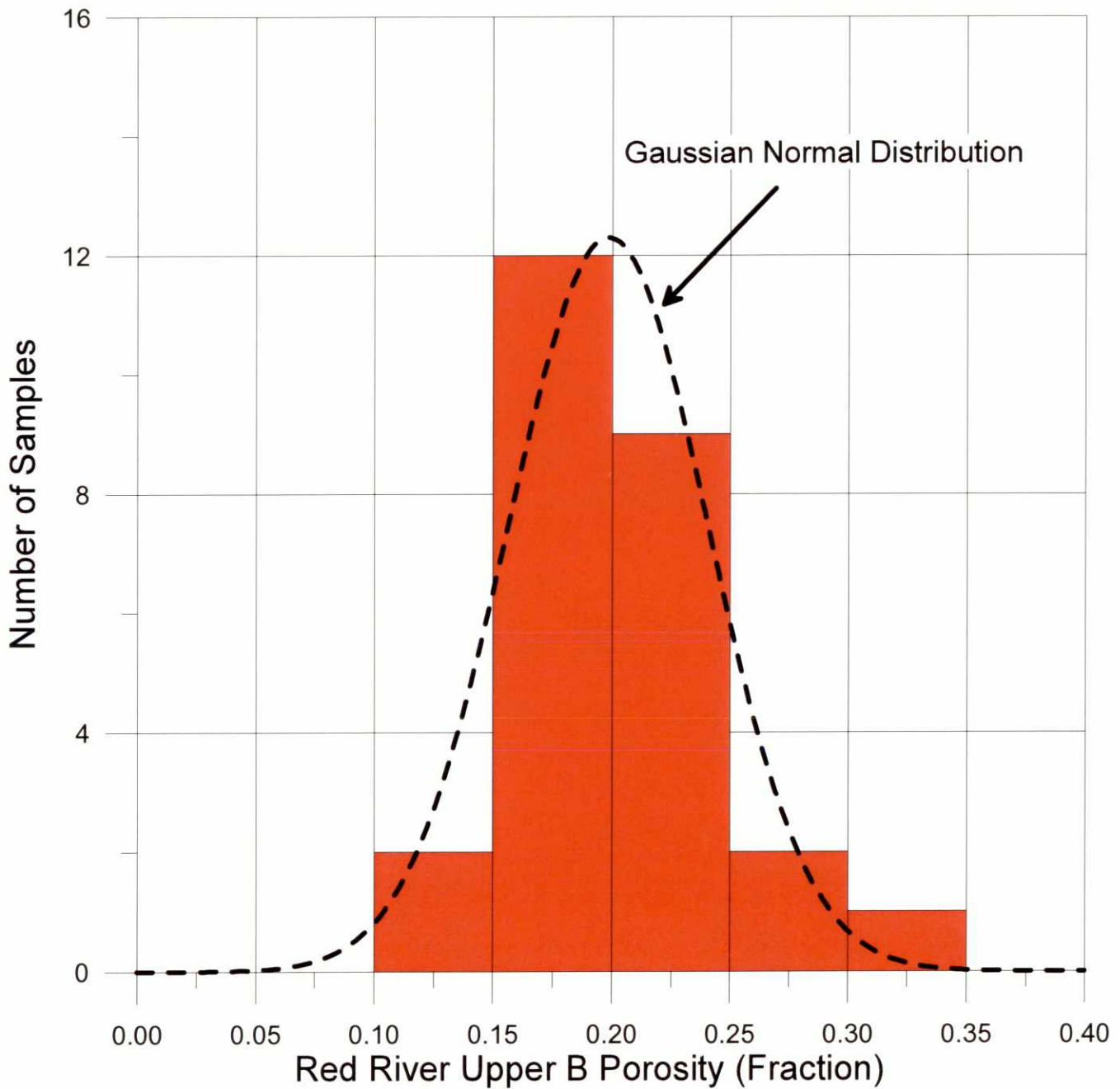
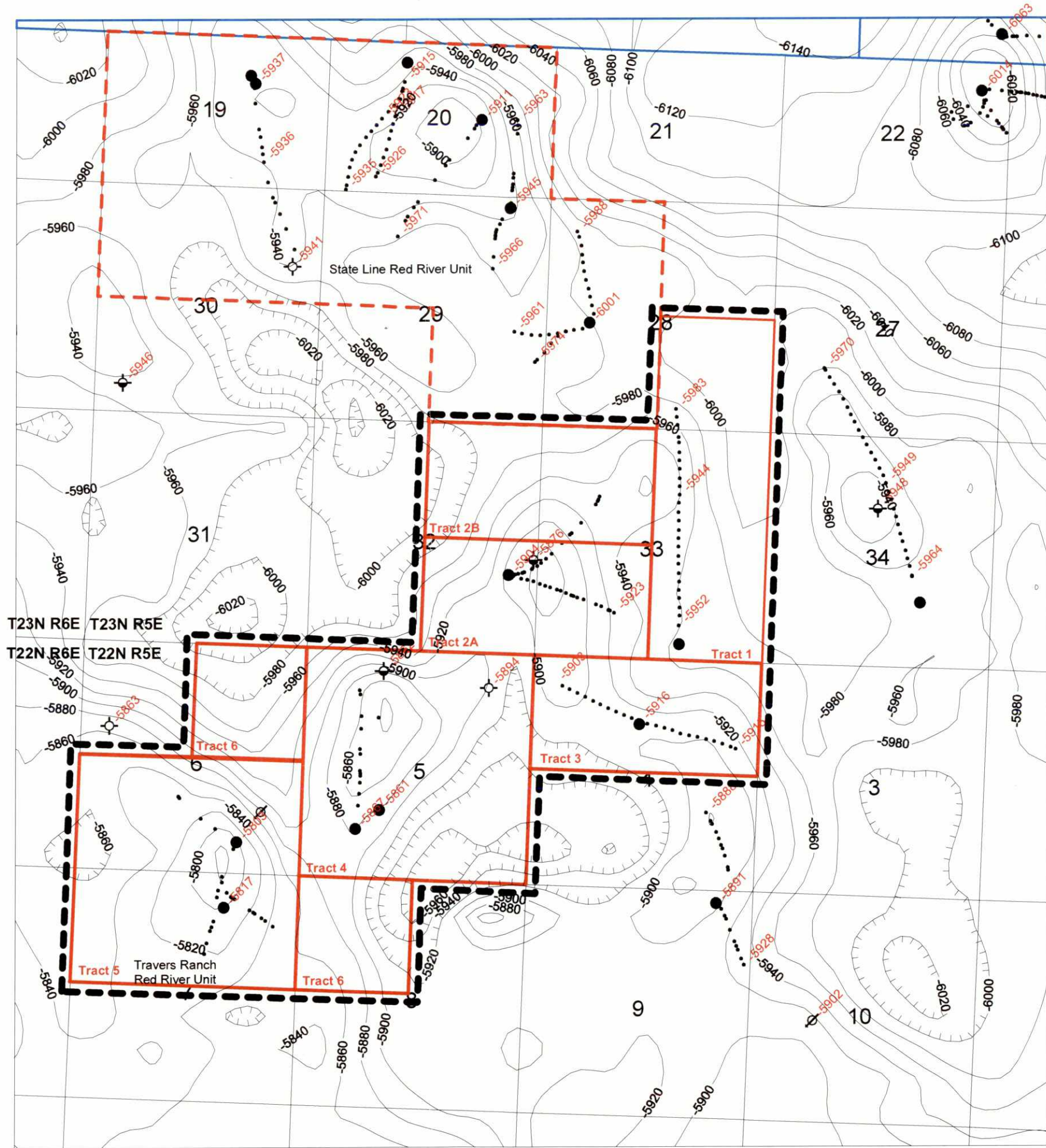
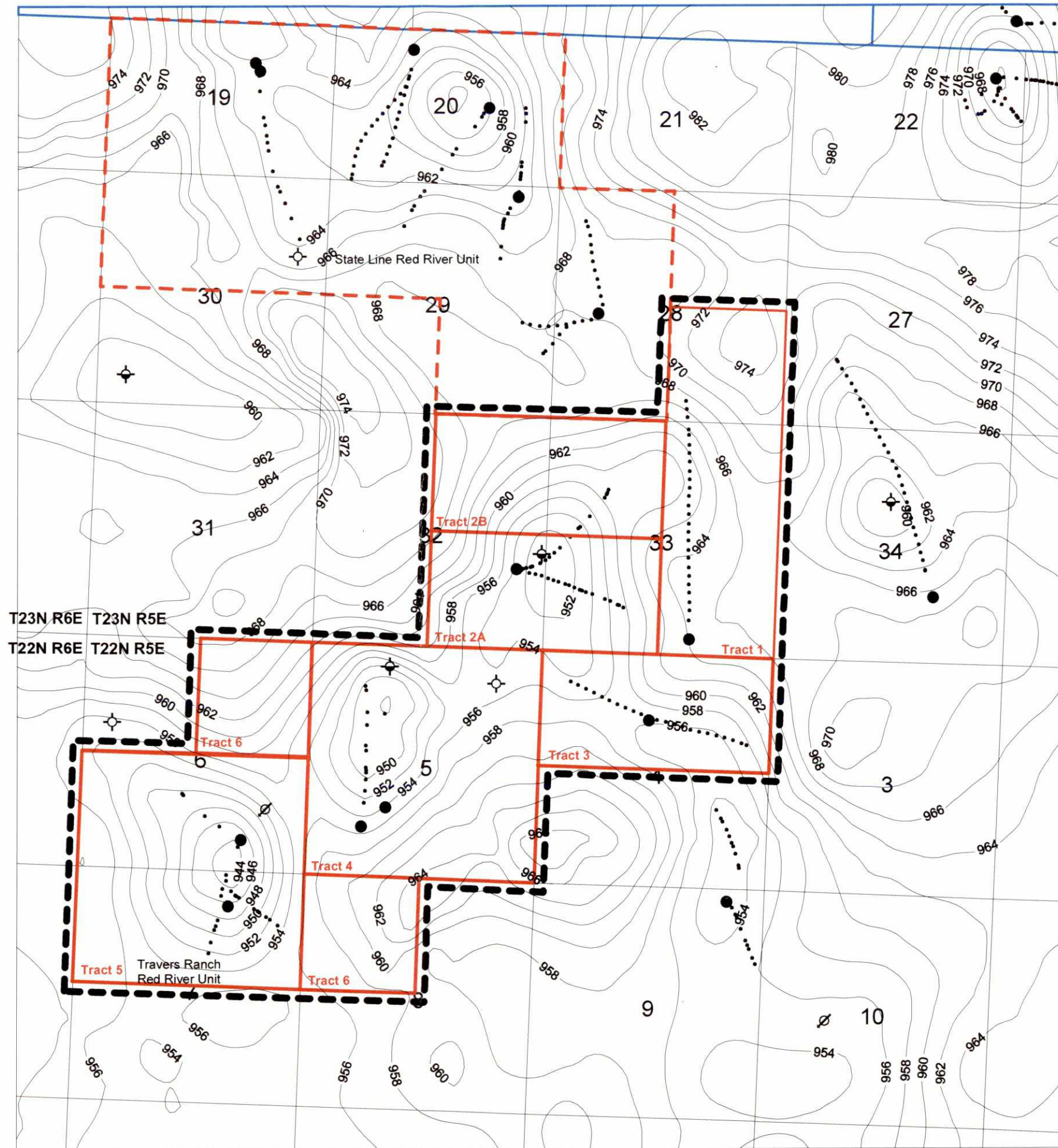


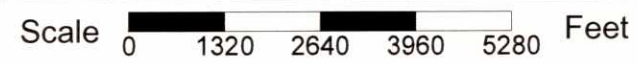
Exhibit 06-07. Histogram for Peak Porosity in Red River Upper B using well-log data from 26 wells in SD-SLRRU Area.

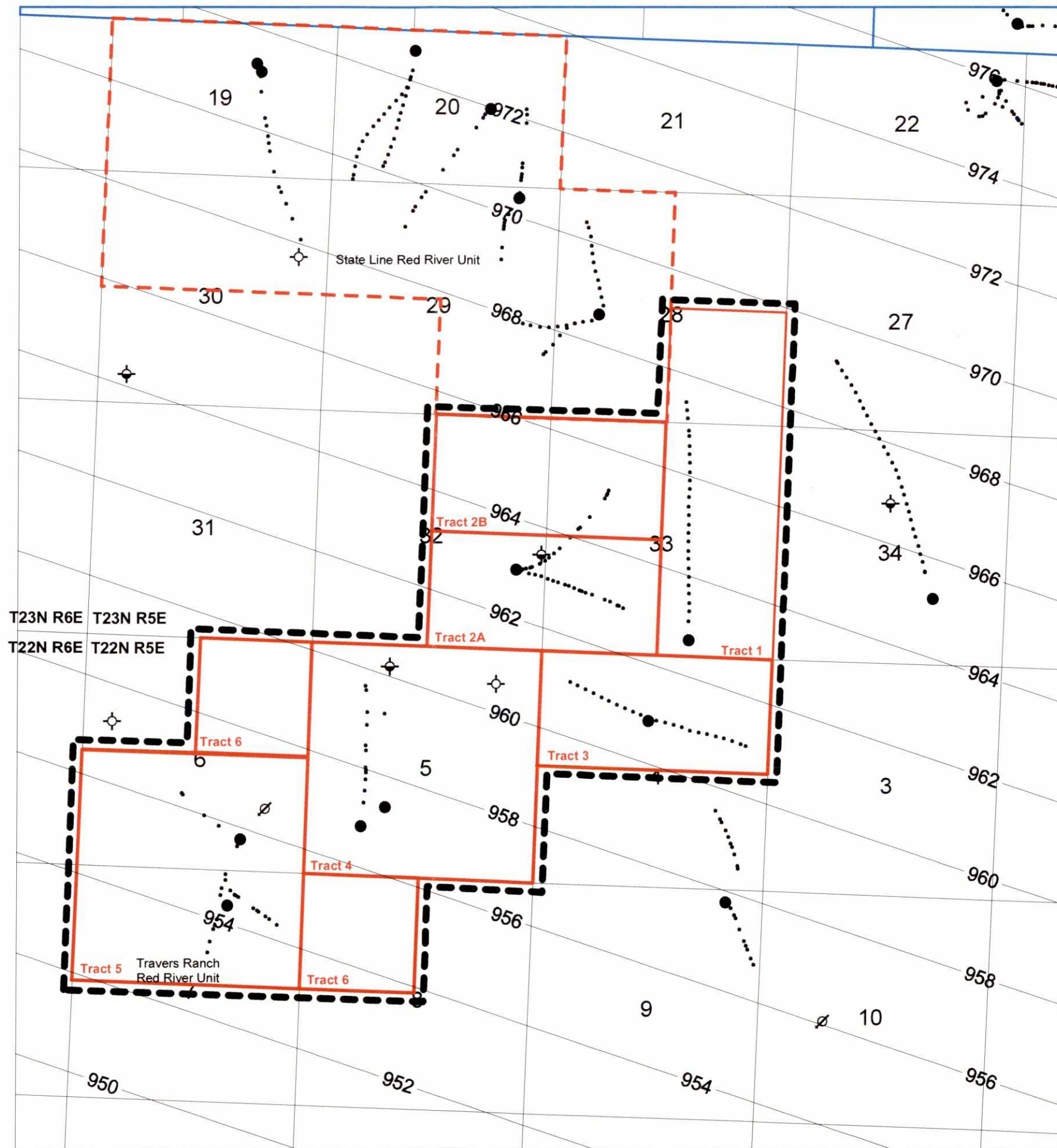


Travers Ranch Red River Unit
 Harding County, South Dakota
 Structure Map of Red River B Porosity
 Calculated from Seismic and Well Data
 CI = 20 Feet
 Prepared by Mark Sippel
 Exhibit 07-01 Subsurface Mapping

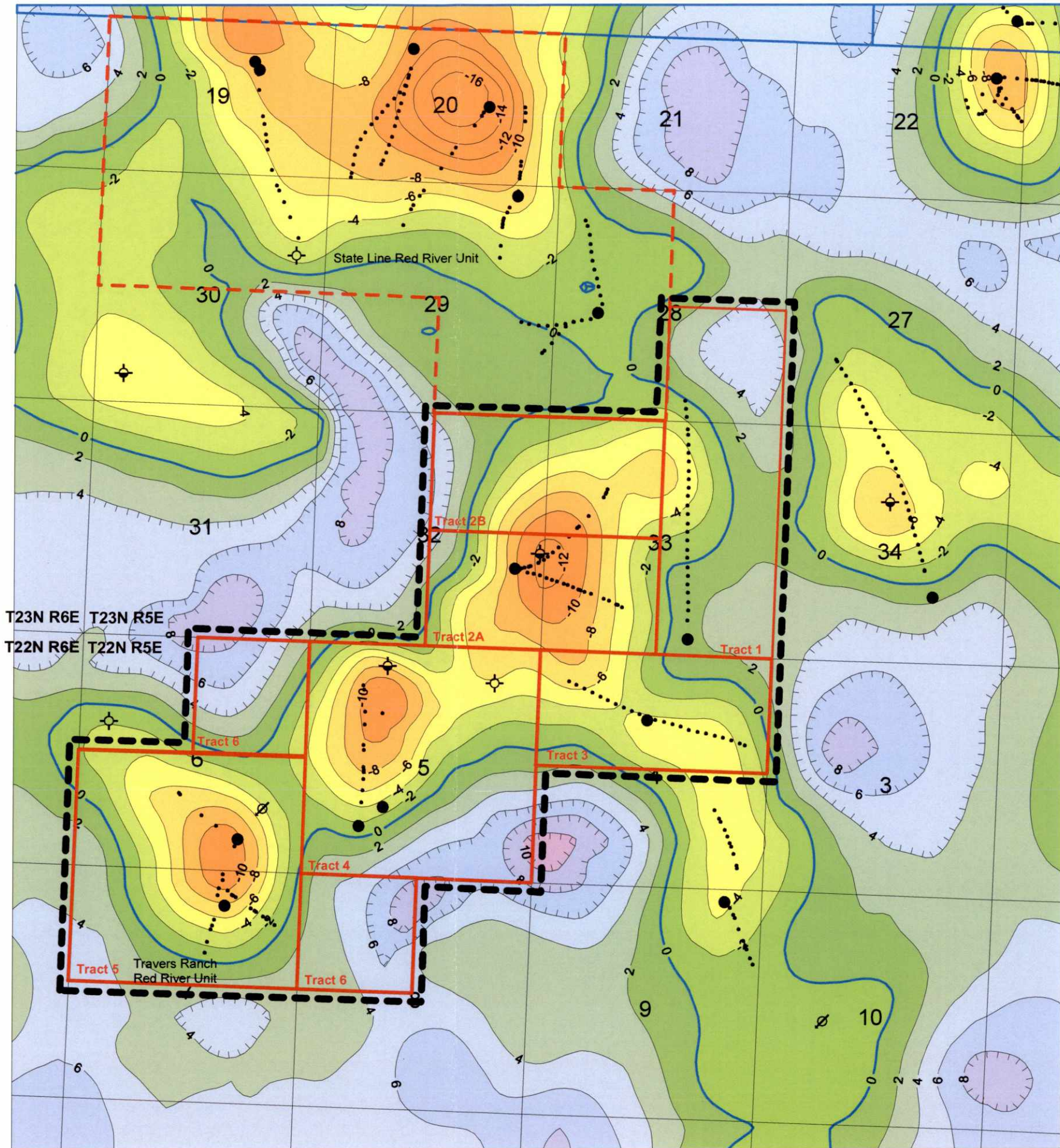


Travers Ranch Red River Unit
 Harding County, South Dakota
 Seismic Isotime of
 Niobrara to Red River Horizons
 CI = 2 msec
 Prepared by Mark Sippel
 Exhibit 07-02 Subsurface Mapping



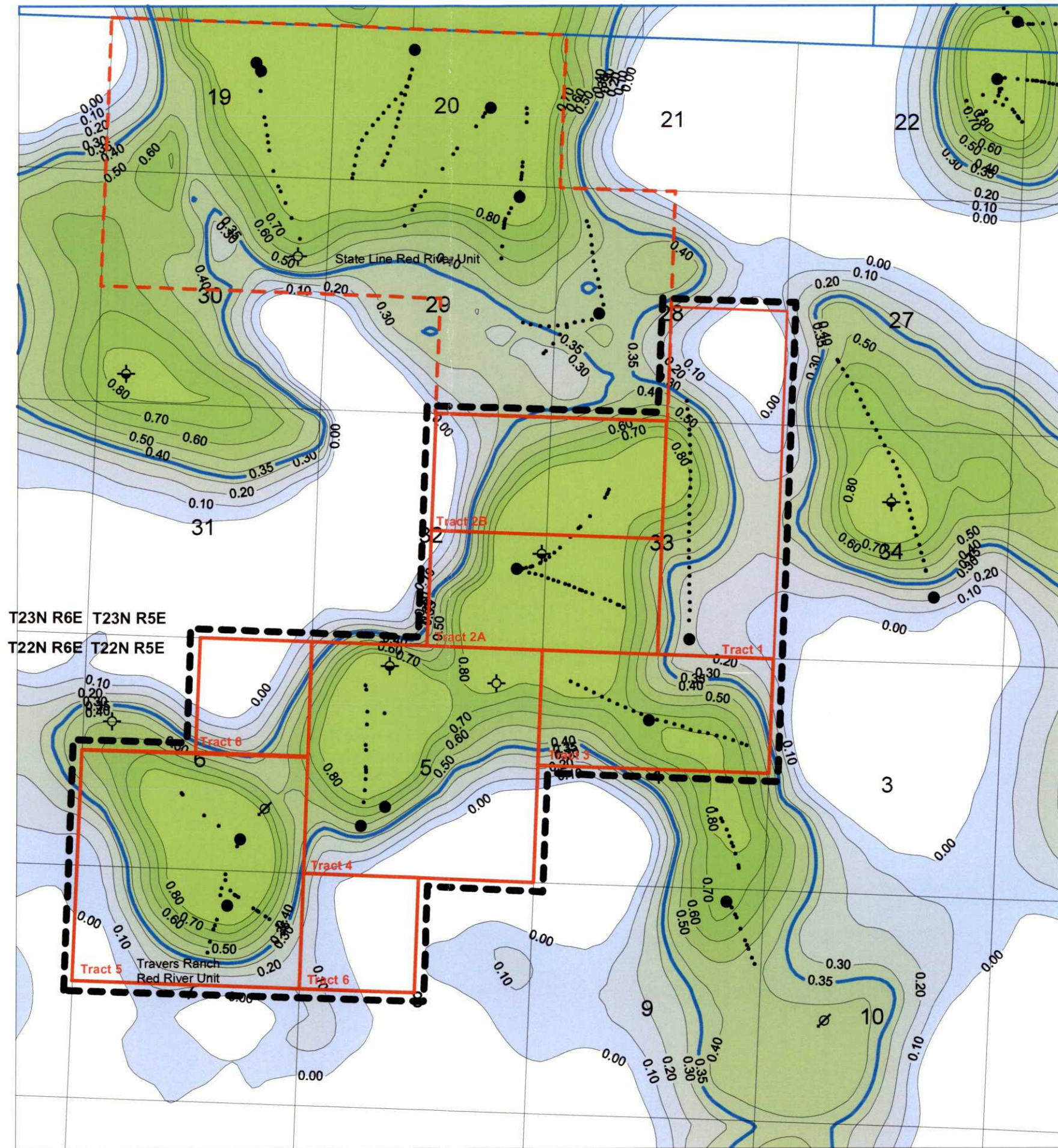


Travers Ranch Red River Unit
 Harding County, South Dakota
 Seismic Isotime Planar Trend of
 Niobrara to Red River Horizons
 CI = 2 msec
 Prepared by Mark Sippel
 Exhibit 07-03 Subsurface Mapping



Travers Ranch Red River Unit
 Harding County, South Dakota
 Seismic Isotime Residual Surface of
 Niobrara to Red River Horizons
 CI = 2 msec
 Prepared by Mark Sippel
 Exhibit 07-04 Subsurface Mapping

Scale 0 1320 2640 3960 5280 Feet



Minimum Mobile Oil Saturation 0.35 fraction

Travers Ranch Red River Unit
 Harding County, South Dakota
 Oil Saturation Construction from
 Seismic Isotime Residual Surface of
 Niobrara to Red River Horizons
 CI = 0.10 fraction of pore volume
 Prepared by Mark Sippel
 Exhibit 07-05 Subsurface Mapping

Scale 0 1320 2640 3960 5280 Feet

Tract ID	Covered Area acre		Mobile Oil ST-BBL	<i>Rounded</i>
	So = 0.35 fraction	Total Oil ST-BBL		<i>Mobile Oil ST-MB</i>
Tract 1	123.9	476,252	103,776	103.8
Tract 2A	296.1	861,262	444,466	444.5
Tract 2B	244.3	732,621	339,152	339.2
Tract 3	264.0	712,607	307,838	307.8
Tract 4	413.1	1,162,292	530,664	530.7
Tract 5	440.7	1,200,203	494,352	494.4
Tract 6	27.8	123,977	18,614	18.6
Sum Tracts	1809.9	5,269,215	2,238,861	2,238.9

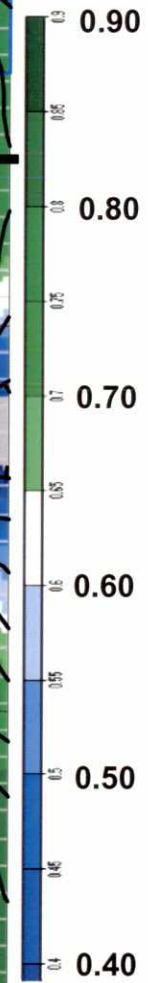
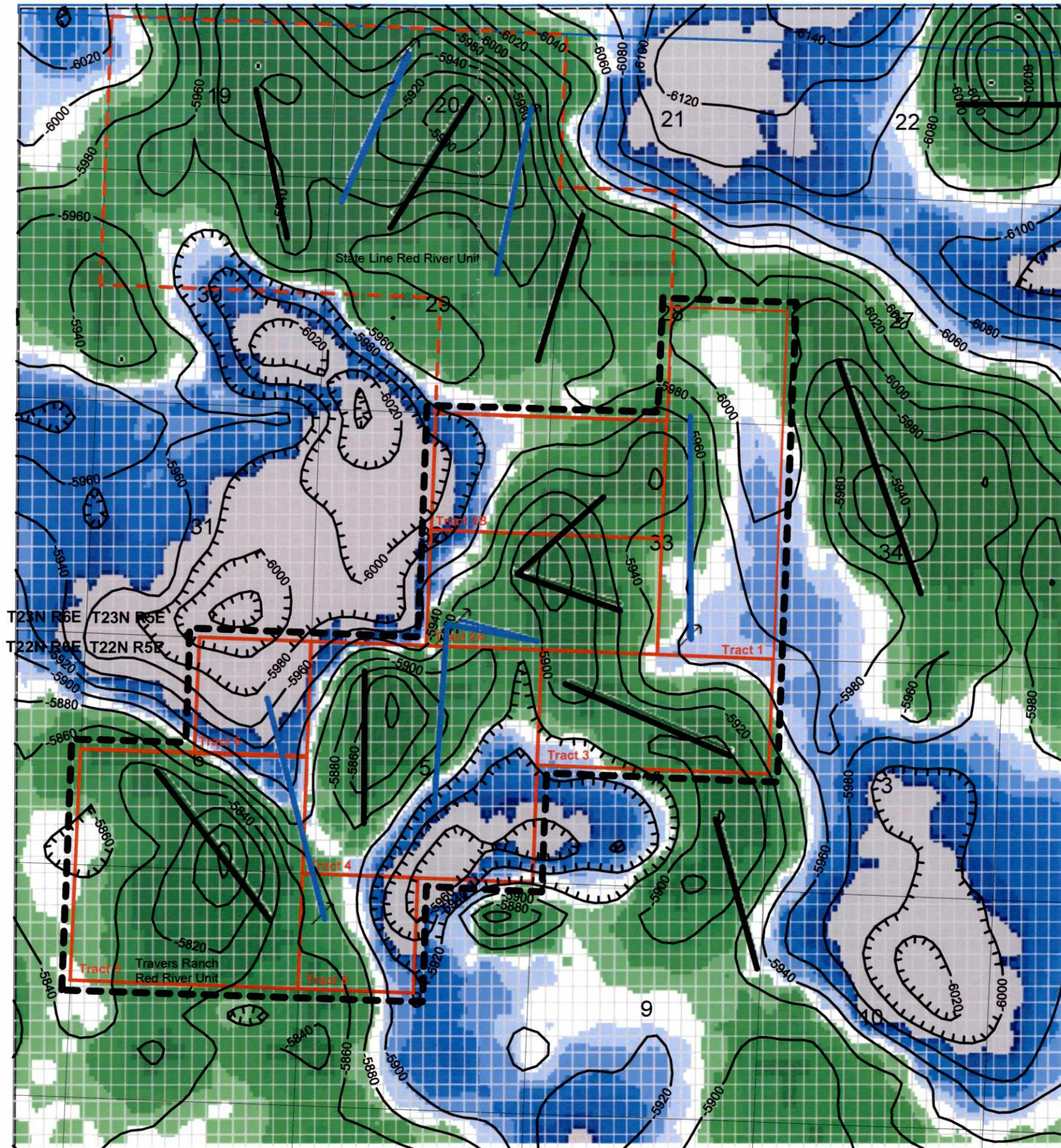
Acre = 43,560 sq ft

Thickness OrrB = 3 feet



Porosity OrrB = 0.20 fraction

Barrel = 5.615 cu ft

Stock-Tank Barrel = 1.30 Reservoir Barrels



Oil Saturation (Fraction) from Simulation Model

Producing Oil Well - Black 
 Injection Well - Blue 
 Wells used in Simulation Model

Travers Ranch Red River Unit
 Harding County, South Dakota
 Reservoir Model Oil Saturation with
 Structure Map of Red River B Porosity
 Prepared by Mark Sippel
 Exhibit 08-01 Reservoir Simulation

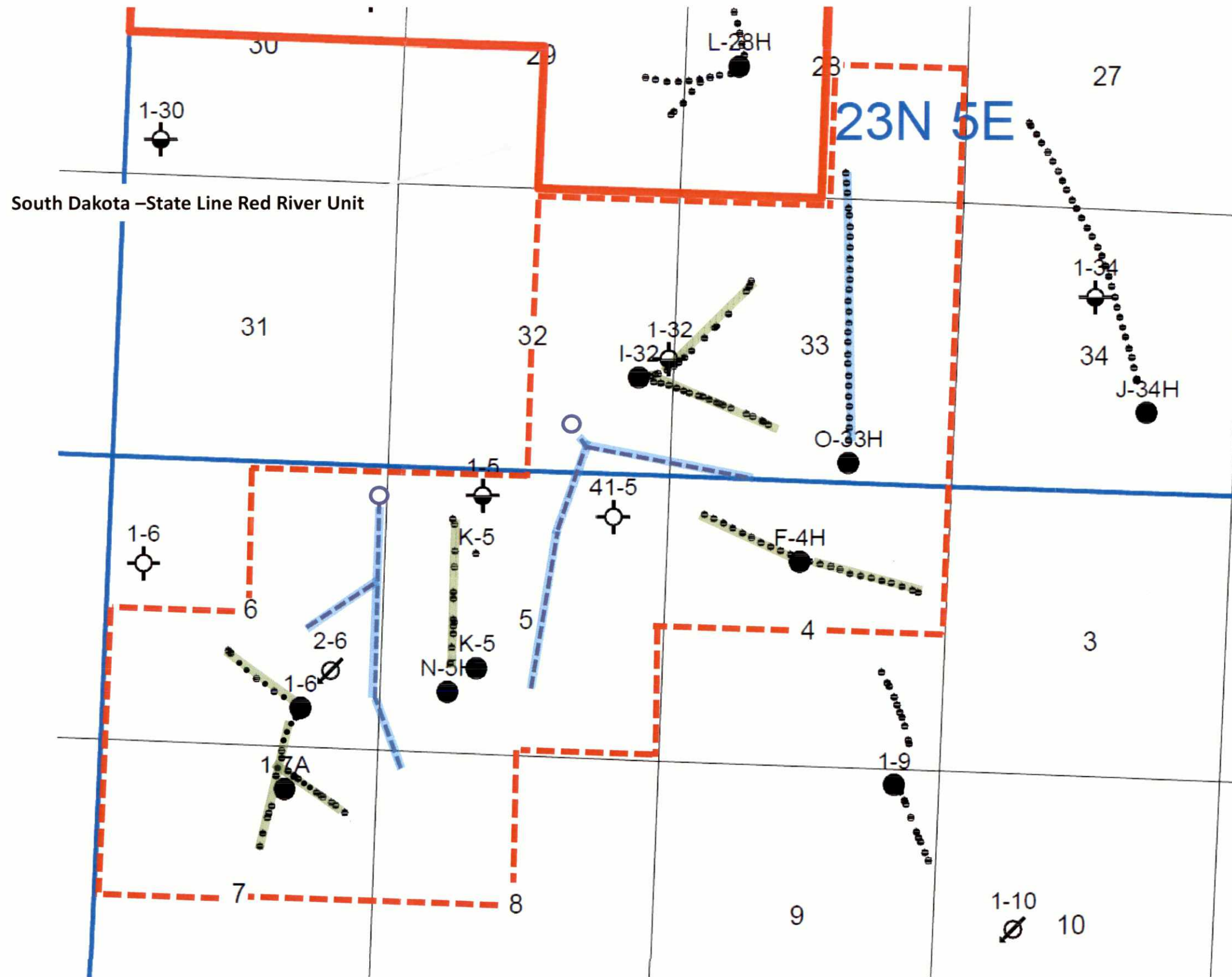
Scale 0 1320 2640 3960 5280 Feet

**Reservoir Simulation
Travers Ranch Red River Unit
Harding County, South Dakota
By Mark Sippel**

Prediction of oil recovery from the Red River B reservoir at the Travers Ranch Unit is from a black-oil model using Merlin reservoir simulation software.

- Both primary recovery and secondary recovery (via water-flooding) were evaluated.
- The simulation model is isotropic for values of porosity and permeability.
- Oil saturation does vary based on structural trapping surface that was constructed from the residual seismic map.
- The time-frame of production history matching is from 1976 through 2011.
- Forward modeling predictions are from 2012 through 2032.
- The model is constructed with porosity of 20 percent and a thickness of 3 feet.
- Reservoir permeability in the model is 8 milli-darcy.
- Recovery by water displacement is calculated in the simulation model using a mobile oil-saturation window from 0.35 to 0.80 fraction of pore volume.
- Water injection rates were set at 1,500 BBLS/Day combined for the three injection wells in the model. Water injection in the model starts on January 1, 2013 for each of the three injection wells.
- The final oil recovery from the Travers Unit wells is predicted to be 1,441,000 stock-tank barrels as of January 1, 2033.
- Peak oil production response from the model of 9,800 BBL/Month occurs on October 1, 2015.

Monthly curves for the model output for primary recovery and for secondary recovery (via water-flooding) are presented in Section 9.



Horizontal producer
 Horizontal injector

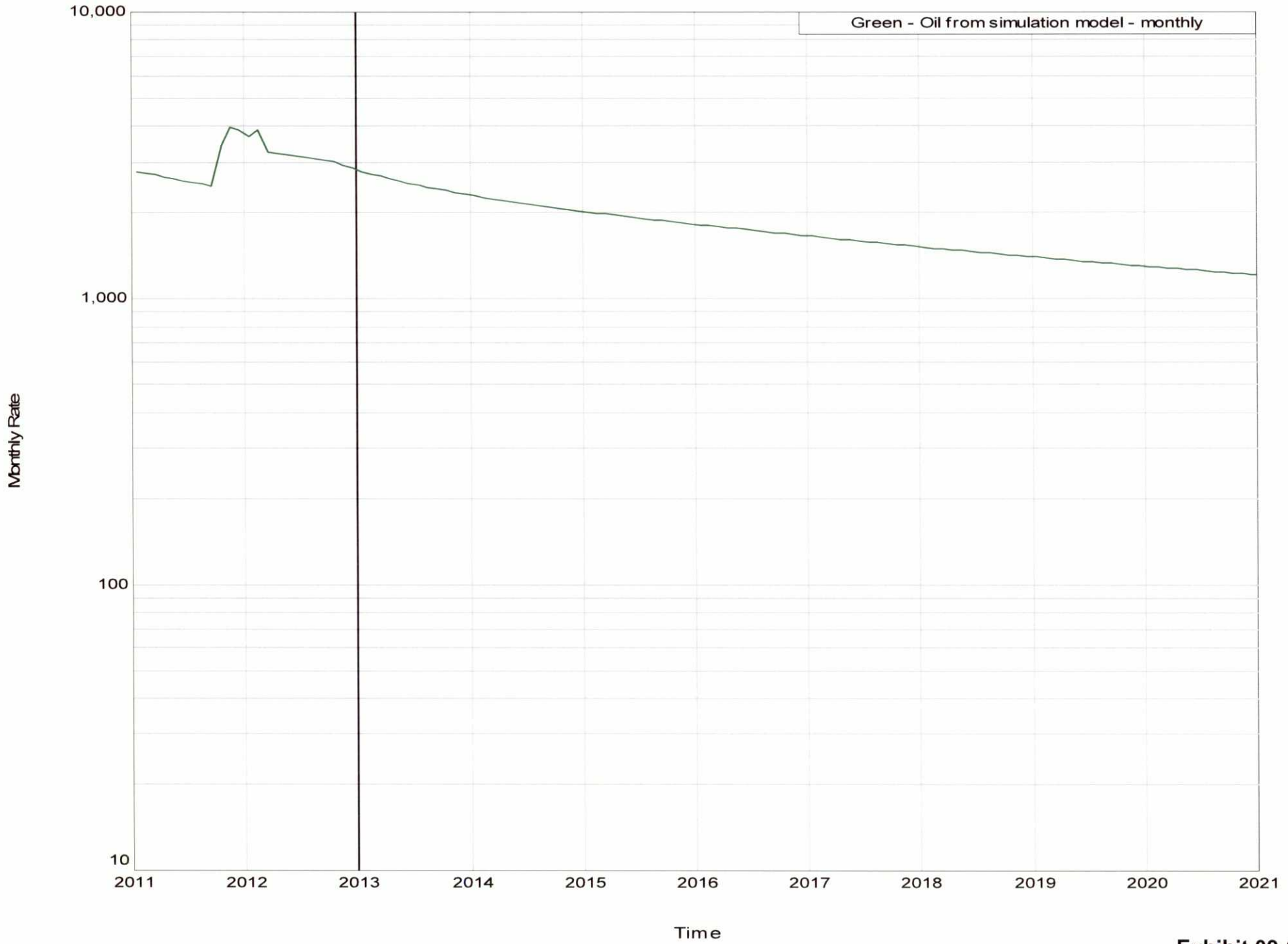
Proposed Plan of Development
 Proposed Travers Ranch Red River Unit
 Harding County, South Dakota

Proposed Travers Ranch Red River Unit
 Various Fields
 Harding County, South Dakota

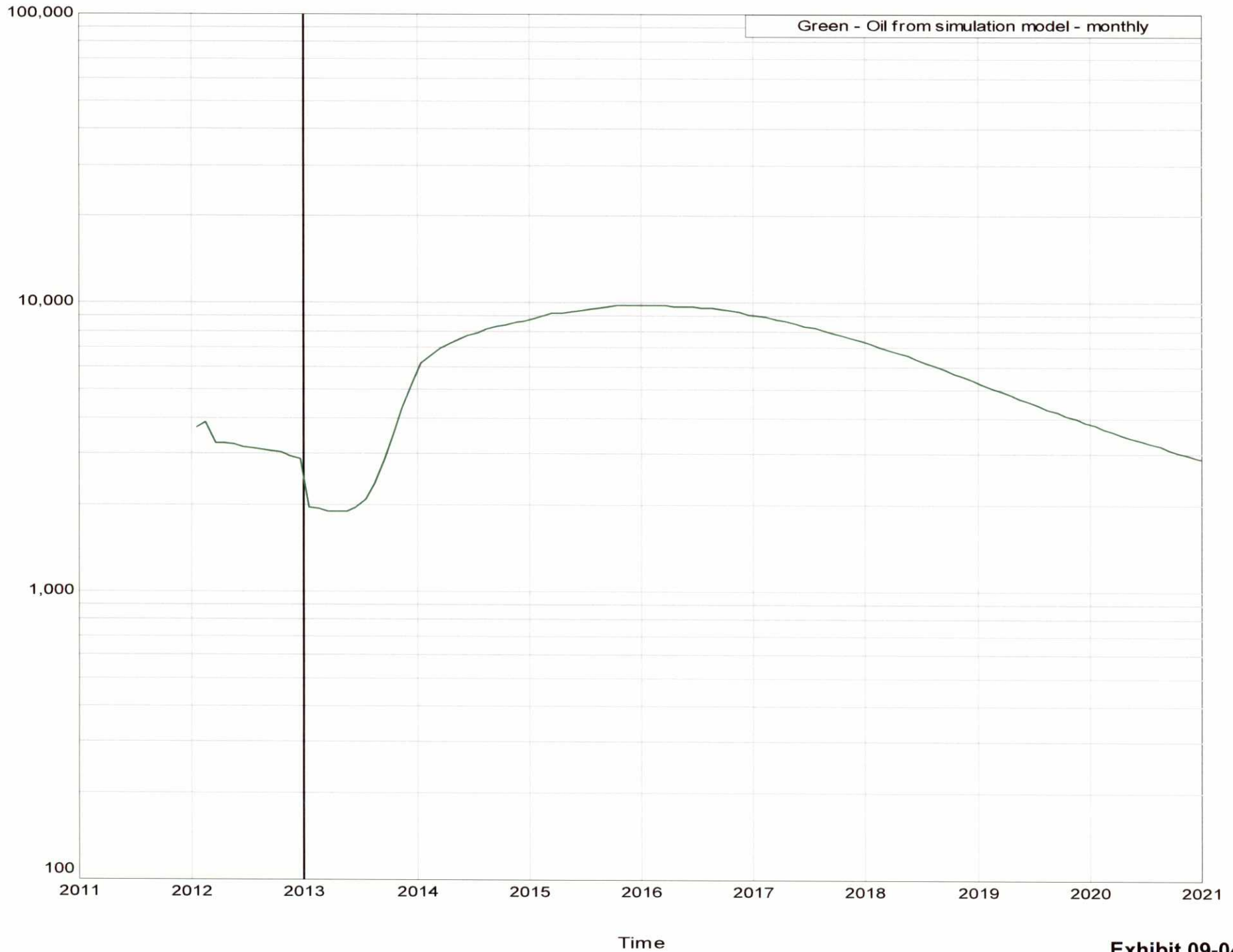
Revised - May 2012

		2012 (\$M)	2013 (\$M)	2014 (\$M)	Total (\$M)
TRRRU O-32H					
New well - medium-radius & co-planar (excluding surface facilities, tubing and A.L. equipment)	Drill & Equip medium-radius well	\$4,000			\$4,000
TRRRU D-5H (or A-6H)					
New well - medium-radius (excluding surface facilities)	Drill & Equip medium-radius well		\$3,100		\$3,100
Water Supply	Fee to Luff Water system for water access	200			200
Central Injection Facility w/ automation Central Tank Battery w/ automation Highway bore Various buried lines (flow lines, high pressure water, low pressure water transfer)		400	510		910
Janvrin O-33H	Convert to WIW	150			150
TRRRU O-32H	Convert to WIW		150		150
TRRRU D-5H (or A-6H)	Convert to WIW			150	150
Janvrin I-32H & Laurel Foust F-4H	Connect to central battery		100		100
LACT			60		60
Pre-unitization costs (hearings, modeling, etc.)		50			50
Misc.		100	100	200	400
		\$4,900	\$4,020	\$350	\$9,270
					\$9,270

\$9.3 million was used for the incremental economics



TRRRU - WF Case 1 - AVERS RANCH - TRRRU



**Proposed Travers Ranch Red River Unit
Various Fields
Harding County, South Dakota**

**Water Flood Case (Reservoir Simulation by MAS) minus Primary Recovery Case (Reservoir Simulation by MAS)
15-Year Period**

Oil Price Case NYMEX	8/8ths Incremental Reserves From Economics (MBBLS)	8/8ths Investment (\$M)	Model Start Date	Payout Date	Payout (Years)	PV-0% / Investment (Undiscounted Return on Invest.)	PV-10% / Investment (Discounted Return on Invest.)	Calc. ROR	Net increm. Oil & Gas Reserves (MBOE)	Dev. Cost (\$/BOE)
<i>Waterflood Case minus Primary Case (15 year period):</i>										
\$90/BBL flat	511	\$9,300	Jan-13	Jan-16	3.0	2.85 / 1	1.96 / 1	33%	424	\$21.93
\$95/BBL flat	511	\$9,300	Jan-13	Dec-15	2.9	3.07 / 1	2.11 / 1	36%	424	\$21.93

Notes

- o Start date in model was 1/1/2013; actual start date of work will commence Summer 2012.
- o For simplicity, capital is assumed to be spent all at once, and that water injection starts at the same time
- o Actual timing of capital expenditures will be spread out
- o Assumed wellhead price differential (from NYMEX) is minus \$10.00/BBL (blend of pipeline and trucked barrels)
- o LOE for Primary Case is \$38M per month (5 wells under primary recovery)
- o LOE for WF Case is \$70M per month (7 wells under secondary recovery)
- o NRI used was 83% to 8/8ths working interest

South Dakota Red River Units

Unit Name	Pool Unitized	Effective Date	Unit Case#	Ratification Case#	Unit Petitioner
Buffalo Red River Unit	Red River				Koch Oil
South Buffalo Red River Unit	Red River				Koch Oil
West Buffalo Red River Unit	Red River				Koch Oil
West Buffalo "B" Red River Unit	Red River				Apache Corp
North Buffalo Red River Unit	Red River	June 1, 1999			Luff Exploration
East Harding Springs Red River Unit	Red River "B"	June 1, 2003	1		Luff Exploration
Central Buffalo Red River Unit	Red River				Prima Exploration
South Dakota - State Line Red River Unit	Red River "B"	August 1, 2008	1		Luff Exploration
Pete's Creek Red River Unit	Red River "B"	November 1, 2009	1		Luff Exploration

1 Gunton down to "C" marker

North Buffalo Red River Unit was expanded - last effective date was February 1, 2005
 East Harding Springs Red River Unit was expanded - last effective date was June 1, 2010

South Dakota Red River Units
Phase I

Unit Name	Pool Unitized	P1- surface acres	P1- Productive area (acres)	P1- remaining primary	P1- current oil rate	P1- HCPV (OOIP)	P1- cum oil prod	P1- usable wells
Buffalo Red River Unit	Red River		25.0%		75.0%			100.0%
South Buffalo Red River Unit	Red River		25.0%		75.0%			100.0%
West Buffalo Red River Unit	Red River		2.5%	15.0%	80.0%	2.5%		100.0%
West Buffalo "B" Red River Unit	Red River			45.0%	45.0%	10.0%		100.0%
North Buffalo Red River Unit	Red River			20.0%	70.0%		10.0%	100.0%
East Harding Springs Red River Unit	Red River "B" 1	10.0%		15.0%	75.0%			100.0%
Central Buffalo Red River Unit		15.0%			85.0%			100.0%
South Dakota - State Line Red River Unit	Red River "B" 1			50.0%	50.0%			100.0%
Pete's Creek Red River Unit	Red River "B" 1			50.0%	50.0%			100.0%

1 Gunton down to "C" marker

North Buffalo Red River Unit was expanded

East Harding Springs Red River Unit was expanded

Central Buffalo Red River Unit values from SD Case 12-2004 exhibits (will confirm with SD-DENR that there were no changes)

**South Dakota Red River Units
Phase II**

Unit Name	Pool Unitized	P2- surface acres	P2- Productive area (acres)	P2- primary EUR	P2- remaining primary	P2- Peak oil rate	P2- HCPV (OOIP)	P2- Moveable OOIP	P2- cum oil prod	P2- cum oil cut
Buffalo Red River Unit	Red River		50.0%						50.0%	100.0%
South Buffalo Red River Unit	Red River		50.0%						50.0%	100.0%
West Buffalo Red River Unit	Red River			75.0%	10.0%		15.0%			100.0%
West Buffalo "B" Red River Unit	Red River			50.0%			50.0%			100.0%
North Buffalo Red River Unit	Red River			50.0%		50.0%				100.0%
East Harding Springs Red River Unit	Red River "B"			50.0%				50.0%		100.0%
Central Buffalo Red River Unit		30.0%		35.0%					35.0%	100.0%
South Dakota - State Line Red River Unit	Red River "B"			70.0%				30.0%		100.0%
Pete's Creek Red River Unit	Red River "B"			70.0%				30.0%		100.0%

North Buffalo Red River Unit was expanded

East Harding Springs Red River Unit was expanded

Central Buffalo Red River Unit values from SD Case 12-2004 exhibits (will confirm with SD-DENR that there were no changes)

(Cumulative oil cut values were given to exterior undeveloped tracts)

**Proposed Travers Ranch Red River Unit
 Various fields
 Harding County, South Dakota**

Phase I

48%	Current Rate	6 month average ending April 2012 for older wells 3 month average for new horizontal well (using monthly production and days on)
4%	Surface Acres	
48%	Remaining Reserves - Primary Recovery	

Phase II

68%	Estimated Ultimate Recovery (EUR) - Primary Recovery	
28%	Movable (Mobile) OOIP	
4%	Surface Acres	

Notes

Conversion to Phase II will occur when total value of Remaining Reserves, measured from May 1, 2012, is recovered from total unit.

Color coding ties to tables in related tab sections

UNIT AGREEMENT
TRAVERS RANCH RED RIVER UNIT AREA
HARDING COUNTY, SOUTH DAKOTA

THIS AGREEMENT, entered into as of the 11th day of May, 2012, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to become a Person hereto,

WITNESSETH:

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of Unitized Substances from a portion of the Travers Ranch, State Line and Yellow Hair Fields in Harding County, South Dakota, and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to enter into this Agreement to unitize the Oil and Gas Rights in and to the Unitized Formation in order to conduct Unit Operations as herein provided, pursuant to SDCL 45-9-37 *et seq.*

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

ARTICLE 1

DEFINITIONS

As used in this Agreement:

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

1.2 Unitized Formation shall mean the stratigraphic interval from the top of the Gunton member of the Stony Mountain Formation, found at a depth of 8,730 feet below the Kelly Bushing as identified by the Schlumberger Platform Express Compensated Neutron – 3 Detector Density Log run in the vertical portion of the Janvrin I-32H well located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 23 North, Range 4 East, Harding County, South Dakota and to include all principal zones down to the Red River "C" zone marker, found at a depth of 8,938 feet below the Kelly Bushing as identified by the same log.

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

1.4 Working Interest is an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise, including a carried interest, the owner of which interest is obligated to pay, either in cash or out of production or otherwise, a portion of the Unit Expense; however, Oil and Gas Rights that are free of lease or other instrument creating a Working Interest shall be regarded as a Working Interest to the extent of seven-eighths (7/8) thereof and a Royalty Interest to the extent of the remaining one-eighth (1/8) thereof. A Royalty Interest created out of a Working Interest subsequent to the execution of this Agreement by the owner of such Working Interest shall continue to be subject to such Working Interest burdens and obligations that are stated in this Agreement and the Unit Operating Agreement and any interest in Unitized Substances which subsequently becomes a Working Interest shall thereafter be treated as a working interest hereunder.

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

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

1.7 Working Interest Owner is a Person hereto who owns a Working Interest.

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

1.9 Unit Operating Agreement is the agreement entered into by Working Interest Owners, having the same Effective date as this Agreement, entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota."

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

1.11 Tract Participation is the percentage shown on Exhibit "C" for allocating Unitized Substances to a Tract.

1.12 Unit Participation of a Working Interest Owner is the sum of the percentages obtained by multiplying the Working Interest of such Working Interest Owner in each Tract that qualifies for inclusion within the Unit Area by the Tract Participation of such Tract.

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

1.14 Oil and Gas Rights are the rights to explore, develop, and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.

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

1.16 Unit Equipment is all personal property, lease and well equipment, plants and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

1.17 Unit Expense is all 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.

1.18 Effective Date is the time and date this Agreement becomes effective as provided in Article 15.

1.19 Person is any individual, corporation, company, partnership, association, receiver, trustee, curator, executor, administrator, guardian, tutor, fiduciary, or other representative of any kind, any department, agency, or instrumentality of the state, or any governmental subdivision thereof, or any other entity capable of holding an interest in the Unit Area.

ARTICLE 2

EXHIBITS

2.1 Exhibits. The following exhibits, which are attached hereto, are incorporated herein by reference:

2.1.1 Exhibit "A" is a map that shows the boundary lines of the Travers Ranch Red River Unit Area and the Tracts therein.

2.1.2 Exhibit "B" is a schedule that describes each Tract in the Travers Ranch Red River Unit Area and the ownership thereof.

2.1.3 Exhibit "C" is a schedule that shows the Tract Participation of each Tract.

2.1.4 Exhibit "D" is a schedule showing the total Unit Participation of each Person.

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

2.3 Exhibits Considered Correct. Exhibits "A," "B," "C" and "D" 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, should have been divided into more than one Tract, or that any mechanical miscalculation or clerical error has been made, Unit Operator, with the approval of Working Interest Owners, shall correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any re-evaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each such revision thereafter made shall be effective at 7:00 A.M. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit.

2.5 Filing Revised Exhibits. If an exhibit is revised, Unit Operator shall execute an appropriate instrument with the revised exhibit attached and file the same for record in the county or counties in which this Agreement is filed. Copies of revised exhibits will also be furnished to the South Dakota Board of Minerals and Environment.

ARTICLE 3

CREATION AND EFFECT OF UNIT

3.1 Oil and Gas Rights Unitized. All Oil and Gas Rights of Royalty Owners in and to the lands described in Exhibit "B," 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 Unit Operations may be conducted with respect to the Unitized Formation as if the Unit Area had been included in a single lease executed by all Royalty Owners, as lessors, in favor of all Working Interest Owners, as lessees, and as if the lease contained all of the provisions of this Agreement.

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

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

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

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

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

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

3.8 Agreements. Unit Operator may, after approval by Working Interest Owners pursuant to Article 4.3 of the Unit Operating Agreement, enter into agreements with respect to lands adjacent to the Unit Area for the purpose of coordinating operations.

ARTICLE 4

UNIT OPERATIONS

4.1 Unit Operator. Working Interest Owners are concurrently herewith entering into the Unit Operating Agreement, designating Luff Exploration Company as the initial Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations, which shall conform to the provisions of this Agreement and the Unit Operating Agreement. If there is any conflict between such agreements, this Agreement shall govern.

4.2 Method of Operation. To the end that the quantity of Unitized Substances ultimately recoverable may be increased and waste prevented, Working Interest Owners shall, with diligence and in accordance with good engineering and production practices, engage in secondary recovery operations by injecting 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 Method of Operation. Nothing herein shall prevent Working Interest Owners from discontinuing or changing in whole or in part any method of operation which, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by Working Interest Owners and approved by the South Dakota Board of Minerals and Environment 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 PARTICIPATIONS

5.1 Tract Participations. The Tract Participation of each Tract is shown in Exhibit "C." The Tract Participation of each Tract has been determined on the following basis:

Phase I:	48%	Current Oil Production Rate (three month average daily oil on wells with less than one year of production history and six month average daily oil on all others, ending April 30, 2012)
	48%	Remaining Primary Oil Reserves (as of May 1, 2012)
	4%	Surface Acres
Phase II:	68%	Estimated Ultimate Recovery - Primary
	28%	Movable Red River "B" Zone Oil in Place
	4%	Surface Acres

Conversion from Phase I Tract Participations to Phase II Tract Participations will occur at 7:00 a.m. on the first day of the month following the time the cumulative oil production from the Unitized Formation, from and after 7:00 a.m. on May 1, 2012, equals 332,200 barrels.

5.2 Relative Tract Participations. If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another.

ARTICLE 6

ALLOCATION OF UNITIZED SUBSTANCES

6.1 Allocation of Tracts. All Unitized Substances produced and saved shall be allocated to the several Tracts in accordance with the respective Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each tract, regardless of whether the amount is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract.

6.2 Distribution within Tracts. The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the Persons entitled to share in the production from such Tract in the same manner, in the same proportions, and

upon the same conditions as they would have participated and shared in the production from such tract, or in the proceeds thereof, had this Agreement not been entered into, and with the same legal effect. If any Oil and Gas Rights in a tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tract. Any royalty or other payment which depends upon per well production or pipeline runs from a well or wells on a Tract shall, after the Effective Date, be determined by dividing the Unitized Substances allocated to the Tract by the number of wells on the Tract capable of producing Unitized Substances on the Effective Date; however, if any tract has no well thereon capable of producing Unitized Substances on the Effective Date, the tract shall, for the purpose of this determination, be deemed to have one such well thereon.

6.3 Taking Unitized Substances in Kind. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective Persons entitled thereto by virtue of the ownership of Oil and Gas rights therein or by purchase from such owners. Such Persons shall have the right to construct, maintain and operate within the Unit Area all necessary facilities for that purpose, provided they are so constructed, maintained and operated as not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator by reason of the delivery in kind of any portion of Unitized Substances shall be borne by the owners of such portion. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so, the Working Interest Owner whose Working Interest is subject to such Royalty Interest shall be entitled to take in kind such share of Unitized Substances.

6.4 Failure to Take in Kind. If any Person fails to take in kind or separately dispose of such Person's share of Unitized Substances, Unit Operator shall have the right, but not the obligation, for the time being and subject to revocation at will by the Person owning the share, to purchase or sell to others such share; however, all contracts of sale by Unit Operator of any other Person's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owners of each affected Tract or a person designated by such Working Interest Owners who shall distribute such proceeds to the Persons entitled thereto. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any other Person's share of gas production without first giving such other party sixty (60) days notice of such intended sale.

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

6.6 Royalty on Outside Substances. No Payment shall be due or payable to Royalty Owners on substances produced from the Unitized Formation that are deemed to be Outside Substances. If any Outside Substance consisting of gases is injected into the Unitized Formation, one hundred percent (100%) of any like substance contained in Unitized Substances subsequently produced and sold, or used for other than Unit Operations, shall be deemed to be a part of the Outside Substances so injected until the total volume deemed to be such Outside Substance equals the total volume of such Outside Substance so injected. If any Outside Substance which prior to injection is liquefied petroleum gas or other liquid hydrocarbon is injected into the Unitized Formation, ten percent (10%) of all Unitized Substances produced and sold after one (1) year from the time the injection of such Outside Substance was commenced shall be deemed to be a part of the Outside Substance so injected until the volume of the production deemed to be such Outside Substance equals the total volume of the Substance so injected. Such ten percent (10%) of the Unitized Substances deemed to be Outside Substances will be in addition to that which is being recovered for natural gases as herein above provided, if both liquefied petroleum gas or other liquid hydrocarbons and natural gases are injected.

ARTICLE 7

PRODUCTION AS OF THE EFFECTIVE DATE

7.1 Oil or Liquid Hydrocarbons in Lease Tanks. Unit Operator shall gauge or otherwise determine the amount of merchantable oil or other liquid hydrocarbons produced from the Unitized Formation that are in lease and power-oil tanks as of 7:00 A.M. on the Effective Date. Oil or other liquid hydrocarbons in treating vessels, separation equipment, flowlines and tanks below pipeline connections shall not be considered to be merchantable. Any merchantable oil or liquid hydrocarbons that are a part of or attributable to the prior allowable of the wells from which they were produced shall remain the property of the persons entitled thereto as if this Agreement had not been entered into. Any such merchantable oil or other liquid hydrocarbons not

promptly removed may be sold by Unit Operator for the account of the Working Interest Owners entitled thereto who shall pay all royalty due thereon under the provisions of applicable leases or other contracts. Non-merchantable Oil shall be considered Unitized Substances.

ARTICLE 8

USE OR LOSS OF UNITIZED SUBSTANCES

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

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

ARTICLE 9

TITLES

9.1 Warranty and Indemnity. Each Person who, by acceptance of produced Unitized Substances or the proceeds thereof, may claim to own a Working Interest or Royalty Interest in and to any tract or in the Unitized Substances allocated thereto, shall be deemed to have warranted its title to such interest, and, upon receipt of the Unitized Substances or the proceeds thereof to the credit of such interest, shall indemnify and hold harmless all other Persons in interest from any loss due to failure, in whole or in part, of its title to any such interest.

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

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

9.4 Production Where Title is in Dispute. If the title or right of any Person claiming the right to receive 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 Person to whom such Unitized Substances are delivered or to whom the proceeds thereof are paid furnish security for the proper accounting thereof to the rightful owner if the title or right of such Person fails in whole or in part, or

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute and impound without interest 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 Person rightfully entitled thereto.

9.5 Payments of Taxes to Protect Title. The owner of surface rights to lands within the Unit Area, or severed mineral interests or Royalty Interest in such lands, or lands outside the Unit Area on which Unit Equipment is located, is responsible for the payment of any ad valorem taxes on all such rights, interests or property, unless such owner and Working Interest Owners otherwise agree. If any ad valorem taxes are not paid by or for such owner when due, Unit Operator may with approval of the Working Interest Owners at any time prior to tax sale or expiration of period of redemption after tax sale, pay the tax, redeem such rights, interests or property, and discharge the tax lien. Any such payment shall be an item of Unit Expense. Unit Operator shall, if possible, withhold from any proceeds derived from the sale of Unitized Substances otherwise due any delinquent taxpayer an amount sufficient to defray the costs of such payment or redemption, such withholding to be credited to Working Interest Owners. Such withholding shall be without prejudice to any other remedy available to Unit Operator or Working Interest Owners.

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

Person so transferring, until 7:00 A.M. on the first day of the calendar month next succeeding the date of receipt by Unit Operator of a photocopy or a certified copy of the recorded instrument evidencing such change in ownership.

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

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 be reasonably necessary for Unit Operations and the removal of Unitized Substances from the Unit Area.

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

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

ARTICLE 11

ENLARGEMENT OF UNIT AREA

11.1 Enlargement of Unit Area. The Unit Area may be enlarged from time to time to include acreage reasonably proven to be productive from the Unitized Formation. Any expansion shall be in accordance with the provisions of the South Dakota Codified Laws Sec. 45-9-37 *et seq.* The terms for such an expansion shall be approved by the Working Interest Owners in accordance with the voting procedure in Article 4.3 of the Unit Operating Agreement and shall include but not be limited to, the following:

11.1.1 The participation to be allocated to the acreage shall be fair and reasonable, considering all available information and shall be calculated by the same method and using the same basis as then in effect for determining Tract Participation under Article 5.1 of this agreement.

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

11.2 Determination of Tract Participation. Unit Operator, subject to Article 5.2, shall determine the Tract Participation of each Tract within the Unit Area as enlarged, and shall revise Exhibits "A", "B", "C" and "D" accordingly.

11.3 Effective Date. The effective date of any enlargement of the Unit Area shall be effective as determined by the South Dakota Board of Minerals and Environment in accordance with the provisions of the South Dakota Codified Laws Sec. 45-9-37 *et seq.*

ARTICLE 12

RELATIONSHIP OF PERSONS

12.1 No Partnership. The duties, obligations and liabilities of the Persons 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 or fiduciary duty, obligation or liability with regard to any one or more of the Persons hereto. Each Person hereto shall be individually responsible for its own obligations as herein provided.

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

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

ARTICLE 13

LAWS AND REGULATIONS

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

ARTICLE 14

FORCE MAJEURE

14.1 Force Majeure. All obligations imposed by this Agreement on each Person, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a labor dispute, fire, war, civil disturbance, act of God; by federal, state or municipal laws; by any rule, regulation or order of a governmental agency; by inability to secure materials or equipment; or by any other cause or causes, whether similar or dissimilar, beyond reasonable control of the Person. No Person shall be required against his will to adjust or settle any labor dispute. Neither this Agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of Unit Operations due to any one or more of the causes set forth in this Article.

ARTICLE 15

EFFECTIVE DATE

15.1 Effective Date. The Unit Agreement shall become effective as of the first day of the month next following the date of the order of The South Dakota Board of Minerals and Environment approving the Travers Ranch Red River Unit, Harding County, South Dakota.

15.2 Ipsa Facto Termination. If this unit is not made effective on or before January 1, 2013, 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 percent (60%) have approved this Agreement and have decided to extend the termination date for a period not to exceed six (6) months. If the termination date is so extended and this unit is not made effective on or before the extended termination date, this Agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect. For the purpose of this Section, Unit Participation shall be as calculated on the basis of Tract Participations shown on the original Exhibit "B".

15.3 Certificate of Effectiveness. Unit Operator shall file for record in the county in which the land affected is located a certificate stating the Effective Date.

ARTICLE 16

TERM

16.1 Term. The term of this Agreement shall be for the time that Unitized Substances are produced in paying quantities or other Unit Operations are conducted without a cessation of more than sixty (60) consecutive days, unless sooner

terminated by Working Interest Owners in the manner herein provided.

16.2 Termination by Working Interest Owners. This Agreement may be terminated at any time by Working Interest Owners owning a combined Unit Participation of sixty percent (60%) or more whenever such Working Interest Owners determine that Unit Operations are no longer profitable or feasible.

16.3 Effect of Termination. Upon termination of this Agreement, the further development and operation of the Unitized Formation as a unit shall be abandoned, and Unit Operations shall cease. Each oil and gas lease and other agreement covering lands within the Unit Area shall remain in force for sixty (60) days after the date on which this Agreement terminates, and for such further period as is provided by the lease or other agreement.

16.4 Salvaging Equipment Upon Termination. If not otherwise granted by the leases or other instruments affecting each Tract, 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.

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

ARTICLE 17

EXECUTION

17.1 Original, Counterpart or Other Instrument. An owner of Oil and Gas Rights may become a party to this Agreement by signing the original of this instrument, a counterpart thereof or other instrument agreeing to become a party hereto. The signing of any such instrument shall have the same effect as if all Persons had signed the same instrument.

17.2 Joinder in Dual Capacity. Execution as herein provided by any Person as either a Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by such Person.

ARTICLE 18

GENERAL

18.1 Changes and Amendments. Any amendment to this Agreement or the Unit Operating Agreement shall be in accordance with South Dakota Codified Laws Sec. 45-9-37 *et seq.*

18.2 Action by Working Interest Owners. Except as otherwise provided in this Agreement, any action or approval required by Working Interest Owners hereunder shall be in accordance with the provisions of the Unit Operating Agreement.

18.3 Lien and Security Interest of Unit Operator. Unit Operator shall have a lien upon and a security interest in the interests of Working Interest Owners in the Unit as provided in the Unit Operating Agreement. Likewise the Working Interest Owners shall have a lien upon and a security interest in the interest of the Unit Operator.

18.4 Conflicts with Existing Instruments. This Agreement shall supersede all existing agreements between the parties hereto covering the Unit Area to the extent that the provisions of such existing agreements conflict with the provisions of this Agreement.

ARTICLE 19

SUCCESSORS AND ASSIGNS

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

running with the lands, leases and interests covered hereby.

IN WITNESS WHEREOF, the Persons hereto have executed this Agreement and have set opposite their respective signatures the date of execution.

UNIT OPERATOR

Luff Exploration Company

Attest:

Sharon K. Berget

Sharon K. Berget, Assistant Secretary

Kenneth D. Luff

Kenneth D. Luff, President

Address:

1580 Lincoln Street, Suite 850
Denver, Colorado 80203

Date of Execution:

May 11, 2012

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 11th day of May, 2012, by Kenneth D. Luff, President of Luff Exploration Company.

Witness my hand and official seal.

My Commission Expires: January 11, 2016

C.M. Espinosa-Carpenter

Notary Public







LUFF EXPLORATION COMPANY

Travers Ranch Red River Unit

Harding County, South Dakota

EXHIBIT "A"

-  Federal Land (none)
-  State Land (none)
-  Fee Land (100%)
-  Unit Boundary
- 3** Tract Number

3/15/12

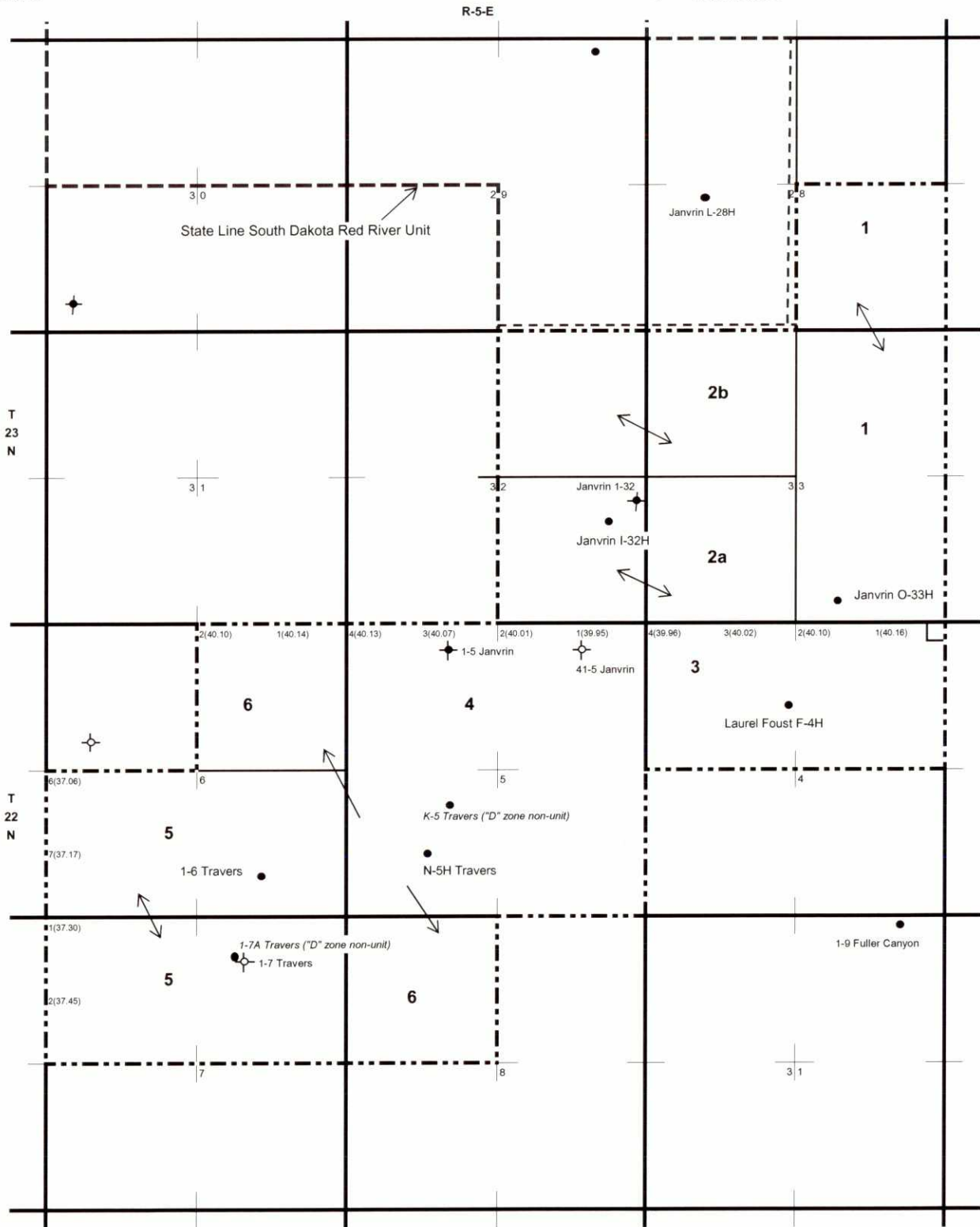


EXHIBIT "B"
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA

5/10/2012

Tract No.	Description of Land	Number of Acres	Basic Royalty and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage				
					WI	NRI			
1	T23N-R5E Sec. 28: SE/4 Sec. 33: E/2	480.00	BAIL, JOAN	2.083333%	DANE, W. DANIEL	0.000686%	ALMON, GEORGE DANIEL	0.500000%	0.433290%
			BAIL, WADE A.	1.041667%	FILLINGHAM, ROBERT A.	0.000570%	AVALON CONSULTING INC.	1.777777%	1.518519%
			EGELAND, MONTE DEAN	1.234568%	ARLEN B HENNEMAN, ETUX LIVING TRUST	0.083334%	BERGET, SHARON K.	2.750000%	2.377772%
			RONALD EGELAND LIVING TRUST DTD 9/30/03	1.234568%	HOMER, C. JAMES	0.000316%	CARRELL ENTERPRISES, INC.	7.588889%	6.485649%
			JANVRIN, CLAIR C., JR.	2.777778%		CHESSMAN ENERGY, LLC.	5.650794%	4.897346%	
			MCGREER, KELLY & ROSEMARY	0.925926%		EAGLE INVESTMENTS INC.	1.041667%	0.890626%	
			MILLER, MARION	1.234568%		EDMONDS ENERGY CORP.	7.206349%	6.239940%	
			PARKER, ROBERT & JUDY	0.925926%		DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	7.588889%	6.485649%	
			TALBOTT LIVING TRUST	0.925926%		HEADINGTON OIL CO. LLC	11.423611%	9.956744%	
			TIERNEY, ROBIN	1.041667%		KENNETH D. LUFF TRUST DATED 12/1/92	27.272223%	23.633710%	
						JWC RESOURCES, LLC	1.666667%	1.412038%	
						KATS RESOURCES LLC	2.105555%	1.841660%	
						KLT RESOURCES, LLC	2.000000%	1.712963%	
						2005 LUFF FAMILY REVOCABLE TRUST	1.000000%	0.866585%	
						JON DAVID LUFF REVOCABLE TRUST	1.000000%	0.866585%	
						LUFF, KEVIN D.	1.000000%	0.866585%	
						NANCE RESOURCES, INC.	2.083333%	1.822916%	
			PAMCO INVESTMENTS CORP.	0.208333%	0.177968%				
			PENWELL PROPERTIES, LLC	4.340278%	3.797744%				
			R&G RESOURCES, LLC	1.547619%	1.341143%				
			RG OIL VENTURES, INC.	1.000000%	0.866585%				
			SIPPEL FREEMAN LLC	7.206349%	6.239939%				
			TROYER, PAMELA L.	1.000000%	0.866585%				
			WORLDWIDE EXPLORATION CORP.	1.041667%	0.890626%				
			Totals	13.425927%	0.084906%	100.000000%	86.489167%		
2a BPO*	T23N-R5E Sec. 32: SE/4 Sec. 33: SW/4	320.00	EGELAND, MONTE DEAN	0.925926%	ALMON, GEORGE DANIEL	0.010417%	ADAMS, JONYE C.	0.021867%	0.019133%
			RONALD EGELAND LIVING TRUST DTD 9/30/03	0.925926%	BERGET, SHARON K.	0.031250%	ARTZIS, ALVIN A. ESTATE	0.087500%	0.076563%
			JANVRIN, CLAIR C., JR.	8.333334%	CHESSMAN ENERGY, LLC.	0.033654%	AVALON CONSULTING INC.	1.914820%	1.646521%
			MCGREER, KELLY & ROSEMARY	0.694444%	DLD ENTERPRISES, L.L.C.	0.025000%	BERGET, SHARON K.	1.570522%	1.352477%
			MILLER, MARION	0.925926%	EDMONDS ENERGY CORP.	0.033654%	CARRELL ENTERPRISES, INC.	10.810195%	9.337194%
			PARKER, ROBERT & JUDY	0.694444%	ARLEN B HENNEMAN, ETUX LIVING TRUST	0.125000%	CHESSMAN ENERGY, LLC.	2.578500%	2.219974%
			TALBOTT LIVING TRUST	0.694444%	KATS RESOURCES LLC	0.033654%	EDMONDS ENERGY CORP.	3.654726%	3.147160%
					R&G RESOURCES, LLC	0.011218%	FERRIS FAMILY REVOC TRUST DTD 12/21/07	0.369141%	0.322998%
					SIPPEL FREEMAN LLC	0.033654%	FORTIN ENTERPRISES, INC.	1.125000%	0.954375%
							DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	10.114749%	8.728872%
							HANCOCK ENTERPRISES	0.750000%	0.636250%
							HEADINGTON OIL CO. LLC	14.057048%	12.246600%
							KERMIT HOFFERT LIVING TRUST	0.338379%	0.296082%
							KENNETH D. LUFF TRUST DATED 12/1/92	27.487316%	23.723287%
							JWC RESOURCES, LLC	1.715531%	1.465289%
							KATS RESOURCES LLC	2.387241%	2.066593%
							KLT RESOURCES, LLC	2.373054%	2.047261%
				KRAUSE, LARRY D.	0.069125%	0.060484%			
				KEITH MOHL TRUST DTD 2/8/99	0.087500%	0.076563%			
				NANCE RESOURCES, INC.	2.252367%	1.970821%			
				NASH, ALEXANDER MS TRUST	4.911467%	4.238905%			
				PAMCO INVESTMENTS CORP.	0.250000%	0.213750%			
				PENWELL PROPERTIES, LLC	5.345439%	4.673907%			
				PETROLEUM CHARITIES, INC.	0.000000%	0.000000%			
				R&G RESOURCES, LLC	0.035156%	0.030762%			
				FRANK A. RADELLA SURVIVOR'S TRUST	0.087500%	0.076563%			
				RG OIL VENTURES, INC.	1.227867%	1.059726%			
				SIPPEL FREEMAN LLC	3.986982%	3.437814%			
				STEELE, JOHN A. TRUST	0.021867%	0.019133%			
				WERME, DOUGLAS R.	0.369141%	0.322998%			
			Totals	13.194444%	0.337501%	100.000000%	86.468055%		
2a APO*	T23N-R5E Sec. 32: SE/4 Sec. 33: SW/4		EGELAND, MONTE DEAN	0.925926%	ALMON, GEORGE DANIEL	0.010417%	ADAMS, JONYE C.	0.021867%	0.019133%
			RONALD EGELAND LIVING TRUST DTD 9/30/03	0.925926%	BERGET, SHARON K.	0.031250%	ARTZIS, ALVIN A. ESTATE	0.087500%	0.076563%
			JANVRIN, CLAIR C., JR.	8.333334%	CHESSMAN ENERGY, LLC.	0.033654%	AVALON CONSULTING INC.	1.856405%	1.596576%
			MCGREER, KELLY & ROSEMARY	0.694444%	DLD ENTERPRISES, L.L.C.	0.025000%	BERGET, SHARON K.	1.525712%	1.314165%

EXHIBIT "B"
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA

5/10/2012

Tract No.	Description of Land	Number of Acres	Basic Royalty and Percentage		Overriding Royalty and Percentage		Working Interest and Percentage				
							WI	NRI			
Tract 2a Cont.			MILLER, MARION	0.925926%	EDMONDS ENERGY CORP.	0.033654%	CARRELL ENTERPRISES, INC.	10.522455%	9.091176%		
			PARKER, ROBERT & JUDY	0.694444%	ARLEN B HENNEMAN, ETUX LIVING TRUST	0.125000%	CHESSMAN ENERGY, LLC.	2.503952%	2.156236%		
			TALBOTT LIVING TRUST	0.694444%	KATS RESOURCES LLC	0.033654%	EDMONDS ENERGY CORP.	3.549037%	3.056796%		
					R&G RESOURCES, LLC	0.011218%	FERRIS FAMILY REVOC TRUST DTD 12/21/07	0.369141%	0.322998%		
					SIPPEL FREEMAN LLC	0.033654%	FORTIN ENTERPRISES, INC.	1.125000%	0.954375%		
							DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	9.836696%	8.491137%		
							HANCOCK ENTERPRISES	0.750000%	0.636250%		
							HEADINGTON OIL CO. LLC	13.641198%	11.891048%		
							KERMIT HOFFERT LIVING TRUST	0.338379%	0.296082%		
							KENNETH D. LUFF TRUST DATED 12/1/92	26.910778%	23.230348%		
							JWC RESOURCES, LLC	1.661599%	1.419177%		
							KATS RESOURCES LLC	2.335733%	2.022553%		
							KLT RESOURCES, LLC	2.303898%	1.988133%		
							KRAUSE, LARRY D.	0.069125%	0.060484%		
							KEITH MOHL TRUST DTD 2/8/99	0.087500%	0.076563%		
				NANCE RESOURCES, INC.	2.252367%	1.970821%					
				NASH, ALEXANDER MS TRUST	4.808451%	4.150826%					
				PAMCO INVESTMENTS CORP.	0.250000%	0.213750%					
				PENWELL PROPERTIES, LLC	5.177817%	4.530590%					
				PETROLEUM CHARITIES, INC.	2.421867%	2.070696%					
				R&G RESOURCES, LLC	0.035156%	0.030762%					
				FRANK A. RADELLA SURVIVOR'S TRUST	0.087500%	0.076563%					
				RG OIL VENTURES, INC.	1.202113%	1.037707%					
				SIPPEL FREEMAN LLC	3.877746%	3.344416%					
				STEELE, JOHN A. TRUST	0.021867%	0.019133%					
				WERME, DOUGLAS R.	0.369141%	0.322998%					
			Totals	13.194444%	0.337501%		100.000000%	86.468055%			
* Payout of Tract 2a is a result of the working interest of Petroleum Charities, Inc. being force pooled pursuant to South Dakota rules and regulations for the drilling of the Janvrin I-32H well.											
2b	T23N-R5E Sec. 32: NE/4 Sec. 33: NW/4	320.00	EGELAND, MONTE DEAN	1.851852%	DANE, W. DANIEL	0.000515%	AVALON CONSULTING INC.	2.679983%	2.289430%		
			RONALD EGELAND LIVING TRUST DTD 9/30/03	1.851852%	FILLINGHAM, ROBERT A.	0.000427%	BERGET, SHARON K.	2.019975%	1.725811%		
			JANVRIN, CLAIR C., JR.	4.166666%	ARLEN B HENNEMAN, ETUX LIVING TRUST	0.062500%	CARRELL ENTERPRISES, INC.	11.822779%	10.112987%		
			MCGREER, KELLY & ROSEMARY	1.388889%	HOMER, C. JAMES	0.000238%	CHESSMAN ENERGY, LLC.	3.359967%	2.870527%		
			MILLER, MARION	1.851852%			EAGLE INVESTMENTS INC.	0.781250%	0.667969%		
			PARKER, ROBERT & JUDY	1.388889%			EDMONDS ENERGY CORP.	4.733250%	4.044371%		
			TALBOTT LIVING TRUST	1.388889%			DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	11.756196%	10.054727%		
							HEADINGTON OIL CO. LLC	18.652775%	16.291991%		
							KENNETH D. LUFF TRUST DATED 12/1/92	17.861695%	15.288853%		
							JWC RESOURCES, LLC	2.526633%	2.141360%		
							KATS RESOURCES LLC	1.730164%	1.491103%		
							KLT RESOURCES, LLC	3.066583%	2.627704%		
							NANCE RESOURCES, INC.	1.562500%	1.367188%		
							NASH, ALEXANDER MS TRUST	3.191549%	2.731831%		
							PAMCO INVESTMENTS CORP.	0.156250%	0.133476%		
				PENWELL PROPERTIES, LLC	7.839330%	6.859413%					
				RG OIL VENTURES, INC.	0.797887%	0.682958%					
				SIPPEL FREEMAN LLC	4.679984%	3.997763%					
				WORLDWIDE EXPLORATION CORP.	0.781250%	0.667969%					
			Totals	13.888889%	0.063680%		100.000000%	86.047431%			
3	T22N-R5E Sec. 4: Lots 1-4, S/2N/2 (N/2)	320.24	FOUST, RUTH TRUST	12.461232%	BERGET, SHARON K.	0.062306%	ALMON, GEORGE DANIEL	0.805000%	0.654259%		
			ST. AGNES CHURCH OF COX	0.038768%	CARRELL ENTERPRISES, INC.	1.495348%	AVALON CONSULTING INC.	2.880372%	2.340884%		
					EDMONDS ENERGY CORP.	0.249225%	BERGET, SHARON K.	2.289000%	1.860394%		
					KENNETH D. LUFF TRUST DATED 12/1/92	2.990696%	CHESSMAN ENERGY, LLC.	6.056770%	4.922756%		
					KLT RESOURCES, LLC	0.249225%	EDMONDS ENERGY CORP.	7.059871%	5.738164%		
					DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	1.183817%	DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	14.401861%	11.704420%		
					PENWELL PROPERTIES, LLC	0.000000%	KENNETH D. LUFF TRUST DATED 12/1/92	29.766670%	24.190969%		
					PICKARD, ROBERT M.	0.000000%	JWC RESOURCES, LLC	2.370680%	1.926913%		
					R&G RESOURCES, LLC	0.000000%	KATS RESOURCES LLC	3.798555%	3.088810%		
					RG OIL VENTURES, INC.	0.000000%	KLT RESOURCES, LLC	4.227404%	3.435735%		
					SIPPEL FREEMAN LLC	0.000000%	2005 LUFF FAMILY REVOCABLE TRUST	0.500000%	0.406372%		
					TAYLOR, NEAL A.	0.000000%	JON DAVID LUFF REVOCABLE TRUST	0.500000%	0.406372%		

EXHIBIT "B"
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA

5/10/2012

Tract No.	Description of Land	Number of Acres	Basic Royalty and Percentage		Overriding Royalty and Percentage		Working Interest and Percentage		
							WI	NRI	
Tract 3 Cont.					WARE, JEFFREY V.	0.000000%	LUFF, KEVIN D.	0.500000%	0.406372%
							MUREX PETROLEUM CORP	15.451928%	12.554691%
							NASH, ALEXANDER MS TRUST	1.375720%	1.117773%
							R&G RESOURCES, LLC	1.142857%	0.928850%
							SIPPEL FREEMAN LLC	6.372011%	5.179277%
							TROYER, PAMELA L.	0.500000%	0.406372%
			Totals	12.500000%		6.230617%		100.000000%	81.269383%
4	T22N-R5E Sec. 5: Lots 1-4, S/2N/2, S/2 (All)	640.16	EGELAND, MONTE DEAN	0.347483%	A.L.E. RESOURCES, LLC	0.075000%	ALMON, GEORGE DANIEL	0.347483%	0.282330%
			RONALD EGELAND LIVING TRUST DTD 9/30/03	0.347483%	AVALON CONSULTING INC.	0.011567%	AVALON CONSULTING INC.	2.090986%	1.744988%
			JANVRIN, CLAIR C., JR.	1.042448%	BERGET, SHARON K.	0.010151%	BERGET, SHARON K.	1.908666%	1.571782%
			MCGREER, KELLY & ROSEMARY	0.347483%	CARRELL ENTERPRISES, INC.	0.137658%	CARRELL ENTERPRISES, INC.	9.474437%	7.910335%
			MILLER, MARION	0.347483%	CHESSMAN ENERGY, LLC.	0.017831%	CHESSMAN ENERGY, LLC.	3.415181%	2.825844%
			PARKER, ROBERT & JUDY	0.347483%	DANE, W. DANIEL	0.000000%	DEOSH LIMITED PARTNERSHIP	15.000000%	12.454859%
			TALBOTT LIVING TRUST	0.347482%	DL D ENTERPRISES, L.L.C.	0.012510%	EDMONDS ENERGY CORP.	3.405026%	2.821483%
			TRAVERS EDUCATIONAL TRUST	6.248438%	EDMONDS ENERGY CORP.	0.024920%	FORTIN ENTERPRISES, INC.	0.562922%	0.477545%
			ALYCE TRAVERS FAMILY TRUST	6.248438%	HEADINGTON OIL CO. LLC	0.297884%	DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	12.302884%	10.265230%
					ARLEN B HENNEMAN, ETUX LIVING TRUST	0.012509%	HANCOCK ENTERPRISES	0.375281%	0.318364%
					KENNETH D. LUFF TRUST DATED 12/1/92	0.335474%	KENNETH D. LUFF TRUST DATED 12/1/92	24.358321%	20.313659%
					JWC RESOURCES, LLC	0.012145%	JWC RESOURCES, LLC	2.038818%	1.698908%
					KATS RESOURCES LLC	0.002252%	KATS RESOURCES LLC	1.685961%	1.383120%
					KLT RESOURCES, LLC	0.029688%	KLT RESOURCES, LLC	1.683891%	1.408189%
					DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	0.132338%	LARIO OIL & GAS CO.	15.000000%	12.248609%
					PENWELL PROPERTIES, LLC	0.135402%	MCCOURT, DONALD TRUST	0.026575%	0.022081%
					PICKARD, ROBERT M.	0.037500%	MCCOURT, PURNEE A. TRUST	0.265749%	0.220808%
					SIPPEL FREEMAN LLC	0.019581%	NANCE RESOURCES, INC.	0.807905%	0.666196%
					TAYLOR, NEAL A.	0.018750%	NASH, ALEXANDER MS TRUST	0.013288%	0.011040%
					WARE, JEFFREY V.	0.075000%	R&G RESOURCES, LLC	0.374212%	0.304047%
							FRANK A. RADELLA SURVIVOR'S TRUST	0.276382%	0.224560%
							SIPPEL FREEMAN LLC	4.586033%	3.803642%
			Totals	15.624221%		1.398160%		100.000000%	82.977619%
5	T22N-R5E Sec. 6: Lots 6&7, E/2SW/4, SE/4 (S/2) Sec. 7: Lots 1&2, E/2NW/4, NE/4 (N/2)	628.98	AGER, ROSE MARIE	0.008842%	A.L.E. RESOURCES, LLC	0.018390%	AVALON CONSULTING INC.	1.825473%	1.434883%
			ALVERSON, GEORGIA	0.006632%	AVALON CONSULTING INC.	0.098229%	BERGET, SHARON K.	0.732125%	0.570763%
			ANDERSON, WILLIAM E. &	0.027513%	BERGET, SHARON K.	0.079496%	CARRELL ENTERPRISES, INC.	11.616828%	9.027240%
			CARVER, NANCY G.	0.035369%	CARRELL ENTERPRISES, INC.	2.010618%	CHESSMAN ENERGY, LLC.	1.753175%	1.383103%
			DICK, WILMA C.	0.008842%	CHESSMAN ENERGY, LLC.	0.083778%	DEOSH LIMITED PARTNERSHIP	3.678098%	3.065081%
			EKBLAD, PAMELA	0.035369%	DL D ENTERPRISES, L.L.C.	0.037740%	EDMONDS ENERGY CORP.	1.805914%	1.421381%
			HAYDEN, LORA L.	0.008842%	EDMONDS ENERGY CORP.	0.317975%	FORTIN ENTERPRISES, INC.	1.698285%	1.261849%
			HAYDEN, ROBERT W.	0.008842%	ARLEN B HENNEMAN, ETUX LIVING TRUST	0.037740%	DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	11.190644%	8.729710%
			HIGHT, JOHN H.	2.384815%	KENNETH D. LUFF TRUST DATED 12/1/92	3.603413%	HANCOCK ENTERPRISES	1.132190%	0.841235%
			HOFFIS, G. JAMES	0.006632%	JWC RESOURCES, LLC	0.106135%	HEADINGTON OIL CO. LLC	19.049869%	14.570394%
			HOFFMAN, RAYMOND C.	0.058949%	KATS RESOURCES LLC	0.070855%	KENNETH D. LUFF TRUST DATED 12/1/92	23.656632%	18.449338%
			KENNETH D. LUFF TRUST DATED 12/1/92	0.101687%	KLT RESOURCES, LLC	0.317975%	JWC RESOURCES, LLC	1.835719%	1.441905%
			JOHNSON, JEAN R.	0.247610%	DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	1.639252%	KATS RESOURCES LLC	1.111876%	0.867025%
			JOHNSON, LONNEY DALE	0.017685%	PICKARD, ROBERT M.	0.009195%	KLT RESOURCES, LLC	2.464693%	1.921689%
			JOHNSON, MARILYN E.	0.008842%	RG OIL VENTURES, INC.	0.070855%	LARIO OIL & GAS CO.	3.678098%	3.014508%
			JOHNSON, RONALD R.	0.035369%	SIPPEL FREEMAN LLC	0.118537%	MCCOURT, DONALD TRUST	0.023587%	0.018155%
			LANG, JAMES S.	0.039297%	TAYLOR, NEAL A.	0.004598%	MCCOURT, PURNEE A. TRUST	0.235873%	0.181551%
			LOUDEN, BONNIE K.	0.035369%	WARE, JEFFREY V.	0.018390%	NANCE RESOURCES, INC.	0.471746%	0.363097%
			MCGUFFIN, ANDREW F.	0.013263%			NASH, ALEXANDER MS TRUST	0.011794%	0.009077%
			MCGUFFIN, AUGUST L.	0.039297%			PENWELL PROPERTIES, LLC	8.659032%	6.622907%
			MCGUFFIN, CHARLES, JR.	0.017685%			RG OIL VENTURES, INC.	1.000000%	0.779915%
			MCGUFFIN, CHARLES, JR.	0.035369%			SIPPEL FREEMAN LLC	2.368349%	1.861877%
			MCGUFFIN, DAVID	0.006632%					
			MCGUFFIN, DONALD R.	0.053054%					
			MCGUFFIN, HELEN S.	0.029843%					
			MCGUFFIN, KEVIN KELLY	0.053054%					
			MCGUFFIN, ROBERT E., SR.	0.044212%					
			MCGUFFIN, SCOTT DENISON	0.044212%					
			MERRITT, ANN D. MCGUFFIN	0.035369%					
			MILLER, LINDA M.	0.008842%					
			MOBERG, CLARENCE	0.017685%					
			MYERS, KAREN LEE	0.017685%					

EXHIBIT "B"
 TRAVERS RANCH RED RIVER UNIT
 HARDING COUNTY, SOUTH DAKOTA

5/10/2012

Tract No.	Description of Land	Number of Acres	Basic Royalty and Percentage	Overriding Royalty and Percentage	Working Interest and Percentage	
					WI	NRI
Tract 5 Cont.			OLSON, DAVID JAMES 0.011790% OLSON, JAMES 0.035369% OLSON, ROBERT BRUCE 0.011790% OLSON, STEPHEN PAUL 0.011790% DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90 0.212219% ROE, THOMAS RAY 0.047159% ROSE, PEGGY COLLEN 0.006632% SHECK, MICHELLE MCGUFFIN 0.003316% TERRY, JOANN MARIE 0.013263% TRAVERS EDUCATIONAL TRUST 9.651337% WHITEHOUSE, ESTER 0.035369% WOODBURY, KATHLEEN S. 0.006631% Totals 13.521686%			8.641631% 100.000000% 77.836683%
6	T22N-R5E Sec. 6: Lots 1&2, S/2NE/4 (NE/4) Sec. 8: NW/4	320.24	TRAVERS EDUCATIONAL TRUST 8.333333% ALYCE TRAVERS FAMILY TRUST 8.333333% Totals 16.666666%	None	0.000000%	ALMON, GEORGE DANIEL 0.345717% 0.288098% ADAMS, JONYE C. 0.001498% 0.001248% ARTZIS, ALVIN A. ESTATE 0.005993% 0.004994% AVALON CONSULTING INC. 2.185865% 1.821554% BERGET, SHARON K. 1.844080% 1.536733% CARRELL ENTERPRISES, INC. 7.869861% 6.558218% CHESSMAN ENERGY, LLC. 3.892882% 3.244068% DEOSH LIMITED PARTNERSHIP 5.047243% 4.206036% EAGLE INVESTMENTS INC. 0.206905% 0.172421% EDMONDS ENERGY CORP. 4.514643% 3.762203% FERRIS FAMILY REVOC TRUST DTD 12/21/07 0.025285% 0.021071% FORTIN ENTERPRISES, INC. 0.604604% 0.503837% DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90 11.633086% 9.694238% HANCOCK ENTERPRISES 0.403069% 0.335891% HEADINGTON OIL CO. LLC 8.051123% 6.709269% KERMIT HOFFERT LIVING TRUST 0.023178% 0.019315% KENNETH D. LUFF TRUST DATED 12/1/92 25.571203% 21.309335% JWC RESOURCES, LLC 2.022852% 1.685710% KATS RESOURCES LLC 2.130348% 1.775290% KLT RESOURCES, LLC 2.590183% 2.158486% KRAUSE, LARRY D. 0.004735% 0.003946% LARIO OIL & GAS CO. 5.047243% 4.206036% 2005 LUFF FAMILY REVOCABLE TRUST 0.255102% 0.212585% JON DAVID LUFF REVOCABLE TRUST 0.255102% 0.212585% LUFF, KEVIN D. 0.255102% 0.212585% MCCOURT, DONALD TRUST 0.012642% 0.010535% MCCOURT, PURNEE A. TRUST 0.126415% 0.105346% KEITH MOHL TRUST DTD 2/8/99 0.005993% 0.004994% MUREX PETROLEUM CORP 3.332854% 2.777378% NANCE RESOURCES, INC. 0.899239% 0.749366% NASH, ALEXANDER MS TRUST 0.858085% 0.715071% PAMCO INVESTMENTS CORP. 0.058505% 0.048754% PENWELL PROPERTIES, LLC 3.418796% 2.848997% R&G RESOURCES, LLC 0.582839% 0.485699% FRANK A. RADELLA SURVIVOR'S TRUST 0.084304% 0.070253% RG OIL VENTURES, INC. 0.502730% 0.418942% SIPPEL FREEMAN LLC 4.841906% 4.034922% STEELE, JOHN A. TRUST 0.001498% 0.001248% TROYER, PAMELA L. 0.255102% 0.212585% WERME, DOUGLAS R. 0.025285% 0.021071% WORLDWIDE EXPLORATION CORP. 0.206905% 0.172421% Totals 100.000000% 83.333334%

PATENTED LANDS	3,029.62	100.0000%
FEDERAL LANDS	-	0.0000%
STATE LANDS	-	0.0000%
TOTAL	3,029.62	100.0000%

EXHIBIT "C"

Attached to and made a part of the Unit Agreement for the
Travers Ranch Red River Unit Area
Harding County, South Dakota

<u>TRACT NUMBER</u>	<u>PHASE I PARTICIPATION</u>	<u>PHASE II PARTICIPATION</u>
1	14.650666%	3.711141%
2a	6.799765%	18.322126%
2b	6.799765%	9.609324%
3	21.519202%	13.611669%
4	28.234379%	31.835004%
5	21.573411%	22.255320%
6	<u>0.422812%</u>	<u>0.655416%</u>
Total	100.000000%	100.000000%

EXHIBIT "D"
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA

5/10/2012

	Interest Type	Unit Summary - Phase I BPO		Unit Summary - Phase I APO		Unit Summary - Phase II BPO		Unit Summary - Phase II APO	
		WI	NRI	WI	NRI	WI	NRI	WI	NRI
ALMON, GEORGE DANIEL	WI	0.346054%	0.285203%	0.346054%	0.285203%	0.241017%	0.196904%	0.241017%	0.196904%
ADAMS, JONYE C.	WI	0.001493%	0.001306%	0.001493%	0.001306%	0.004016%	0.003514%	0.004016%	0.003514%
ARTZIS, ALVIN A. ESTATE	WI	0.005975%	0.005227%	0.005975%	0.005227%	0.016071%	0.014061%	0.016071%	0.014061%
AVALON CONSULTING INC.	WI	2.186161%	1.803790%	2.182189%	1.800393%	2.152663%	1.783458%	2.141961%	1.774307%
BERGET, SHARON K.	WI	1.844255%	1.531431%	1.841208%	1.528826%	1.678133%	1.392588%	1.669923%	1.385569%
CARRELL ENTERPRISES, INC.	WI	7.865281%	6.481404%	7.845715%	6.464675%	9.051511%	7.493534%	8.998791%	7.448458%
CHESSMAN ENERGY, LLC.	WI	3.893984%	3.232932%	3.888915%	3.228598%	3.332355%	2.763085%	3.318696%	2.751407%
DEOSH LIMITED PARTNERSHIP	WI	5.049988%	4.195578%	5.049988%	4.195578%	5.626904%	4.674715%	5.626904%	4.674715%
EAGLE INVESTMENTS INC.	WI	0.206609%	0.176632%	0.206609%	0.176632%	0.115087%	0.098370%	0.115087%	0.098370%
EDMONDS ENERGY CORP.	WI	4.515442%	3.757183%	4.508256%	3.751038%	3.868353%	3.217106%	3.848988%	3.200550%
FERRIS FAMILY REVOC TRUST DTD 12/21/07	WI	0.025208%	0.022052%	0.025208%	0.022052%	0.067800%	0.059318%	0.067800%	0.059318%
FORTIN ENTERPRISES, INC.	WI	0.604369%	0.474081%	0.604369%	0.474081%	0.767252%	0.611019%	0.767252%	0.611019%
DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	WI	11.635194%	9.568738%	11.616287%	9.552572%	11.708278%	9.673664%	11.657333%	9.630105%
HANCOCK ENTERPRISES	WI	0.402913%	0.316055%	0.402913%	0.316055%	0.511501%	0.407347%	0.511501%	0.407347%
HEADINGTON OIL CO. LLC	WI	8.041574%	6.570985%	8.013297%	6.546808%	9.084280%	7.465558%	9.008087%	7.400413%
KERMINT HOFFERT LIVING TRUST	WI	0.023107%	0.020215%	0.023107%	0.020215%	0.062150%	0.054375%	0.062150%	0.054375%
KENNETH D. LUFF TRUST DATED 12/1/92	WI	25.573820%	21.126618%	25.534618%	21.093101%	25.003428%	20.698115%	24.897793%	20.607798%
JWC RESOURCES, LLC	WI	2.023014%	1.664645%	2.019347%	1.661509%	2.012517%	1.661726%	2.002635%	1.653278%
KATS RESOURCES LLC	WI	2.131048%	1.761486%	2.127545%	1.758492%	1.997154%	1.655625%	1.987717%	1.647556%
KLT RESOURCES, LLC	WI	2.590706%	2.129483%	2.586003%	2.125463%	2.480683%	2.048960%	2.468013%	2.038126%
KRAUSE, LARRY D.	WI	0.004720%	0.004129%	0.004720%	0.004129%	0.012696%	0.011108%	0.012696%	0.011108%
LARIO OIL & GAS CO.	WI	5.049988%	4.126435%	5.049988%	4.126435%	5.626904%	4.597801%	5.626904%	4.597801%
2005 LUFF FAMILY REVOCABLE TRUST	WI	0.255181%	0.215307%	0.255181%	0.215307%	0.106842%	0.088868%	0.106842%	0.088868%
JON DAVID LUFF REVOCABLE TRUST	WI	0.255181%	0.215307%	0.255181%	0.215307%	0.106842%	0.088868%	0.106842%	0.088868%
LUFF, KEVIN D.	WI	0.255181%	0.215307%	0.255181%	0.215307%	0.106842%	0.088868%	0.106842%	0.088868%
MCCOURT, DONALD TRUST	WI	0.012645%	0.010196%	0.012645%	0.010196%	0.013792%	0.011399%	0.013792%	0.011399%
MCCOURT, PURNEE A. TRUST	WI	0.126453%	0.101956%	0.126453%	0.101956%	0.137924%	0.111389%	0.137924%	0.111389%
KEITH MOHL TRUST DTD 2/8/99	WI	0.005975%	0.005227%	0.005975%	0.005227%	0.016071%	0.014061%	0.016071%	0.014061%
MUREX PETROLEUM CORP	WI	3.339223%	2.713412%	3.339223%	2.713412%	2.125109%	1.727106%	2.125109%	1.727106%
NANCE RESOURCES, INC.	WI	0.898305%	0.763643%	0.898305%	0.763643%	1.008222%	0.857928%	1.008222%	0.857928%
NASH, ALEXANDER MS TRUST	WI	0.856954%	0.722628%	0.849949%	0.716639%	1.406309%	1.201537%	1.387434%	1.185399%
PAMCO INVESTMENTS CORP.	WI	0.058394%	0.049890%	0.058394%	0.049890%	0.068935%	0.058914%	0.068935%	0.058914%
PENWELL PROPERTIES, LLC	WI	3.414917%	2.781486%	3.403519%	2.771721%	3.843281%	3.149064%	3.812569%	3.122805%
PETROLEUM CHARITIES, INC.	WI	0.000000%	0.000000%	0.164681%	0.140802%	0.000000%	0.000000%	0.443738%	0.379396%
R&G RESOURCES, LLC	WI	0.583182%	0.486359%	0.583182%	0.486359%	0.342388%	0.281817%	0.342388%	0.281817%
FRANK A. RADELLA SURVIVOR'S TRUST	WI	0.084341%	0.068906%	0.084341%	0.068906%	0.104571%	0.085977%	0.104571%	0.085977%
RG OIL VENTURES, INC.	WI	0.502113%	0.415484%	0.500362%	0.413987%	0.564602%	0.468271%	0.559884%	0.464236%
SIPPEL FREEMAN LLC	WI	4.842561%	4.026999%	4.835133%	4.020648%	4.333772%	3.602299%	4.313757%	3.585187%
STEELE, JOHN A. TRUST	WI	0.001493%	0.001306%	0.001493%	0.001306%	0.004016%	0.003514%	0.004016%	0.003514%
TROYER, PAMELA L.	WI	0.255181%	0.215307%	0.255181%	0.215307%	0.106842%	0.088868%	0.106842%	0.088868%
WERME, DOUGLAS R.	WI	0.025208%	0.022052%	0.025208%	0.022052%	0.067800%	0.059318%	0.067800%	0.059318%
WORLDWIDE EXPLORATION CORP.	WI	0.206609%	0.176632%	0.206609%	0.176632%	0.115087%	0.098370%	0.115087%	0.098370%
AGER, ROSE MARIE	ROY		0.001908%		0.001908%		0.001968%		0.001968%
ALVERSON, GEORGIA	ROY		0.001431%		0.001431%		0.001476%		0.001476%
ANDERSON, WILLIAM E. & BAIL, JOAN	ROY		0.005935%		0.005935%		0.006123%		0.006123%
BAIL, JOAN	ROY		0.305222%		0.305222%		0.077315%		0.077315%
BAIL, WADE A.	ROY		0.152611%		0.152611%		0.038658%		0.038658%
CARVER, NANCY G.	ROY		0.007630%		0.007630%		0.007871%		0.007871%
DICK, WILMA C.	ROY		0.001908%		0.001908%		0.001968%		0.001968%
EGELAND, MONTE DEAN	ROY		0.467864%		0.467864%		0.504038%		0.504038%
RONALD EGELAND LIVING TRUST DTD 9/30/03	ROY		0.467864%		0.467864%		0.504038%		0.504038%
EKBLAD, PAMELA	ROY		0.007630%		0.007630%		0.007871%		0.007871%
FOUST, RUTH TRUST	ROY		2.681558%		2.681558%		1.696182%		1.696182%
HAYDEN, LORA L.	ROY		0.001908%		0.001908%		0.001968%		0.001968%
HAYDEN, ROBERT W.	ROY		0.001908%		0.001908%		0.001968%		0.001968%
HIGHT, JOHN H.	ROY		0.514486%		0.514486%		0.530748%		0.530748%
HOFFIS, G. JAMES	ROY		0.001431%		0.001431%		0.001476%		0.001476%
HOFFMAN, RAYMOND C.	ROY		0.012717%		0.012717%		0.013119%		0.013119%
JANVRIN, CLAIRE C., JR.	ROY		1.551262%		1.551262%		2.362183%		2.362183%
KENNETH D. LUFF TRUST DATED 12/1/92	ROY		0.021937%		0.021937%		0.022631%		0.022631%
JOHNSON, JEAN R.	ROY		0.053418%		0.053418%		0.055106%		0.055106%
JOHNSON, LONNEY DALE	ROY		0.003815%		0.003815%		0.003936%		0.003936%
JOHNSON, MARILYN E.	ROY		0.001908%		0.001908%		0.001968%		0.001968%
JOHNSON, RONALD R.	ROY		0.007630%		0.007630%		0.007871%		0.007871%
LANG, JAMES S.	ROY		0.008478%		0.008478%		0.008746%		0.008746%
LOUDEN, BONNIE K.	ROY		0.007630%		0.007630%		0.007871%		0.007871%

EXHIBIT "D"
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA

5/10/2012

	Interest Type	Unit Summary - Phase I BPO		Unit Summary - Phase I APO		Unit Summary - Phase II BPO		Unit Summary - Phase II APO	
		WI	NRI	WI	NRI	WI	NRI	WI	NRI
MCGREER, KELLY & ROSEMARY	ROY		0.375426%		0.375426%		0.405683%		0.405683%
MCGUFFIN, ANDREW F.	ROY		0.002861%		0.002861%		0.002952%		0.002952%
MCGUFFIN, AUGUST L.	ROY		0.008478%		0.008478%		0.008746%		0.008746%
MCGUFFIN, CHARLES, JR.	ROY		0.003815%		0.003815%		0.003936%		0.003936%
MCGUFFIN, DAVID	ROY		0.007630%		0.007630%		0.007871%		0.007871%
MCGUFFIN, DONALD R.	ROY		0.001431%		0.001431%		0.001476%		0.001476%
MCGUFFIN, HELEN S.	ROY		0.011446%		0.011446%		0.011807%		0.011807%
MCGUFFIN, KEVIN KELLY	ROY		0.006438%		0.006438%		0.006642%		0.006642%
MCGUFFIN, ROBERT E., SR.	ROY		0.011446%		0.011446%		0.011807%		0.011807%
MCGUFFIN, SCOTT DENISON	ROY		0.009538%		0.009538%		0.009840%		0.009840%
MERRITT, ANN D. MCGUFFIN	ROY		0.009538%		0.009538%		0.009840%		0.009840%
MILLER, LINDA M.	ROY		0.007630%		0.007630%		0.007871%		0.007871%
MILLER, MARION	ROY		0.467864%		0.467864%		0.504038%		0.504038%
MOBERG, CLARENCE	ROY		0.001908%		0.001908%		0.001968%		0.001968%
MYERS, KAREN LEE	ROY		0.003815%		0.003815%		0.003936%		0.003936%
OLSON, DAVID JAMES	ROY		0.002544%		0.002544%		0.002624%		0.002624%
OLSON, JAMES	ROY		0.007630%		0.007630%		0.007871%		0.007871%
OLSON, ROBERT BRUCE	ROY		0.002544%		0.002544%		0.002624%		0.002624%
OLSON, STEPHEN PAUL	ROY		0.002544%		0.002544%		0.002624%		0.002624%
DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	ROY		0.045783%		0.045783%		0.047230%		0.047230%
PARKER, ROBERT & JUDY	ROY		0.375426%		0.375426%		0.405683%		0.405683%
ROE, THOMAS RAY	ROY		0.010174%		0.010174%		0.010495%		0.010495%
ROSE, PEGGY COLLEN	ROY		0.001431%		0.001431%		0.001476%		0.001476%
SHECK, MICHELLE MCGUFFIN	ROY		0.000715%		0.000715%		0.000738%		0.000738%
ST. AGNES CHURCH OF COX	ROY		0.008343%		0.008343%		0.005277%		0.005277%
TALBOTT LIVING TRUST	ROY		0.375425%		0.375425%		0.405683%		0.405683%
TERRY, JOANN MARIE	ROY		0.002861%		0.002861%		0.002952%		0.002952%
TIERNEY, ROBIN	ROY		0.152611%		0.152611%		0.038658%		0.038658%
TRAVERS EDUCATIONAL TRUST	ROY		3.881565%		3.881565%		4.191744%		4.191744%
ALYCE TRAVERS FAMILY TRUST	ROY		1.799442%		1.799442%		2.043808%		2.043808%
WHITEHOUSE, ESTER	ROY		0.007630%		0.007630%		0.007871%		0.007871%
WOODBURY, KATHLEEN S.	ROY		0.001431%		0.001431%		0.001476%		0.001476%
A.L.E. RESOURCES, LLC	ORRI		0.025143%		0.025143%		0.027969%		0.027969%
ALMON, GEORGE DANIEL	ORRI		0.000708%		0.000708%		0.001909%		0.001909%
AVALON CONSULTING INC.	ORRI		0.024457%		0.024457%		0.025544%		0.025544%
BERGET, SHARON K.	ORRI		0.035549%		0.035549%		0.035130%		0.035130%
CARRELL ENTERPRISES, INC.	ORRI		0.794413%		0.794413%		0.694835%		0.694835%
CHESSMAN ENERGY, LLC.	ORRI		0.025397%		0.025397%		0.030488%		0.030488%
DANE, W. DANIEL	ORRI		0.000136%		0.000136%		0.000075%		0.000075%
DLD ENTERPRISES, L.L.C.	ORRI		0.013374%		0.013374%		0.016962%		0.016962%
EDMONDS ENERGY CORP.	ORRI		0.131554%		0.131554%		0.118789%		0.118789%
FILLINGHAM, ROBERT A.	ORRI		0.000113%		0.000113%		0.000062%		0.000062%
HEADINGTON OIL CO. LLC	ORRI		0.084106%		0.084106%		0.094831%		0.094831%
ARLEN B HENNEMAN, ETUX LIVING TRUST	ORRI		0.036632%		0.036632%		0.044383%		0.044383%
HOMER, C. JAMES	ORRI		0.000062%		0.000062%		0.000035%		0.000035%
KENNETH D. LUFF TRUST DATED 12/1/92	ORRI		1.515672%		1.515672%		1.315833%		1.315833%
JWC RESOURCES, LLC	ORRI		0.026326%		0.026326%		0.027487%		0.027487%
KATS RESOURCES LLC	ORRI		0.018044%		0.018044%		0.022481%		0.022481%
KLT RESOURCES, LLC	ORRI		0.130612%		0.130612%		0.114141%		0.114141%
DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	ORRI		0.645755%		0.645755%		0.568088%		0.568088%
PENWELL PROPERTIES, LLC	ORRI		0.038230%		0.038230%		0.043105%		0.043105%
PICKARD, ROBERT M.	ORRI		0.012572%		0.012572%		0.013985%		0.013985%
R&G RESOURCES, LLC	ORRI		0.000763%		0.000763%		0.002055%		0.002055%
RG OIL VENTURES, INC.	ORRI		0.015120%		0.015120%		0.015598%		0.015598%
SIPPEL FREEMAN LLC	ORRI		0.033389%		0.033389%		0.038781%		0.038781%
TAYLOR, NEAL A.	ORRI		0.006286%		0.006286%		0.006992%		0.006992%
WARE, JEFFREY V.	ORRI		0.025143%		0.025143%		0.027969%		0.027969%

Total 100.000000% 100.000000% 100.000000% 100.000000% 100.000000% 100.000000% 100.000000% 100.000000%

UNIT OPERATING AGREEMENT
TRAVERS RANCH RED RIVER UNIT AREA
HARDING COUNTY, SOUTH DAKOTA

THIS AGREEMENT, entered into as of the 11th day of May, 2012.

WITNESSETH:

WHEREAS, an agreement entitled, "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota" (herein referred to as "Unit Agreement") has been made which, among other things, provides for a separate agreement to provide for Unit Operations as therein defined,

NOW, THEREFORE, it is provided as follows:

ARTICLE 1

CONFIRMATION OF UNIT AGREEMENT

1.1 Confirmation of Unit Agreement. The Unit Agreement is hereby confirmed and by reference made a part of this Agreement. The definitions in the Unit Agreement are adopted for all purposes of this Agreement. If there is any conflict between the Unit Agreement and this Agreement, the Unit Agreement shall govern. This Agreement shall supercede all existing agreements between the parties hereto covering the Unit Area to the extent that the provisions of such existing agreements conflict with the provisions of this Agreement.

ARTICLE 2

EXHIBITS

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

2.1.1 Exhibits "A," "B," "C" and "D" of the Unit Agreement.

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

2.1.3 Exhibit "F," attached hereto, which contains insurance provisions applicable to Unit Operations.

2.1.4 Exhibit "G," attached hereto, which contains the inventory and pricing procedure.

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

2.3 Reference to Exhibits. Whenever 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. In the exercise of such authority, each Working Interest Owner shall act solely in its own behalf in the capacity of an individual owner and not on behalf of the owners as an entirety.

3.2 Specific Authority and Duties. The matters with respect to which Working Interest Owners shall decide and take action shall include, but not be limited to, the following:

3.2.1 Method of Operation. The method of operation, including the type of recovery program to be employed.

3.2.2 Drilling of Wells. The drilling of any well whether for production of Unitized Substances, for use as an injection well, or for other purposes.

3.2.3 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.

3.2.4 Expenditures. The making of any single expenditure in excess of Fifty Thousand Dollars (\$50,000.00); however, approval by Working Interest Owners of the drilling, reworking, deepening, or plugging back of any well shall include approval of all necessary expenditures required therefor, and for completing, testing and equipping the well, including necessary flow lines, separators and lease tankage.

3.2.5 Disposition of Unit Equipment. The selling or otherwise disposing of any item of surplus Unit Equipment, if the current price of new equipment similar thereto is in excess of Fifty Thousand Dollars (\$50,000.00).

3.2.6 Appearance Before a Court or Regulatory Agency. The designating of a representative to appear before any court or regulatory agency in matters pertaining to Unit Operations; however, such designation shall not prevent any Working Interest Owner from appearing in person or from designating another representative in its own behalf.

3.2.7 Audit Exceptions. The settlement of unresolved audit exceptions.

3.2.8 Inventories. The taking of periodic inventories as provided by Exhibit "E."

3.2.9 Technical Services. The authorizing of charges to the joint account for services by consultants or Unit Operator's technical personnel not covered by the charges provided by Exhibit "E."

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 Changes and Amendments. The changing of the Unit Area or the amending of this Agreement or the Unit Agreement as provided by Article 11 of the Unit Agreement.

3.2.13 Investment Adjustment. The adjustment and readjustment of investments.

3.2.14 Termination of Unit Agreement. The termination of the Unit Agreement as provided therein.

ARTICLE 4

MANNER OF EXERCISING SUPERVISION

4.1 Designation of Representatives. Each Working Interest Owner shall inform Unit Operator in writing 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 ten percent (10%). No meeting shall be called on less than fourteen (14) days advance written notice, with agenda for the meeting attached, provided,

however, any such meeting may be requested by Unit Operator or such Working Interest Owners upon 48 hour notice where an emergency situation exists. Working Interest Owners who attend the meeting may amend items included in the agenda and may act upon an 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 determine all matters coming before them as follows:

4.3.1 Voting Interest. Each Working Interest Owner shall have a voting interest equal to its Unit Participation in effect at the time the particular vote is taken.

4.3.2 Vote Required. Unless otherwise provided herein or in the Unit Agreement, Working Interest Owners shall determine all matters by the affirmative vote of two or more Working Interest Owners having a combined voting interest of at least sixty percent (60%); however, should any one Working Interest Owner own forty percent (40%) or more of the voting interest, its negative vote or failure to vote shall not defeat any proposal unless supported by the vote of at least one or more other Working Interest Owners having at least five percent (5%) of the voting interest.

4.3.3 Vote at Meeting by Non-attending Working Interest Owner. Any Working Interest Owner who is not represented at a meeting may vote on any agenda item by letter, email, telegram or facsimile addressed to the representative of Unit Operator if its vote is received prior to the vote at the meeting.

4.3.4 Poll Votes. Working Interest Owners may vote by letter, e-mail, telegram or facsimile on any matter submitted in writing to all Working Interest Owners. If a meeting is not requested, as provided in Article 4.2, within fourteen (14) days after a written proposal is received by the Working Interest Owners, the vote taken by letter, e-mail, telegram or facsimile shall control. Failure to reply within fourteen (14) days to a matter so submitted shall be deemed a vote in agreement with the submitting party. Unit Operator shall give prompt notice of the results of such voting to each Working Interest Owner.

4.3.5 Binding Effect of Vote. All Working Interest Owners shall be bound for their proportionate share of all costs and expenses of Unit Operations approved by the Working Interest Owners by the vote required herein, subject to the provisions of Article 11.4 herein below.

ARTICLE 5

INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS

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

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

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

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

5.2.3 Audits. The right to audit the accounts of Unit Operator pertaining to Unit Operations according to the provisions of Exhibit "E."

5.3 Reversionary Interest. When a Tract ownership changes due to the payout (or multiple) of a well within the unit, the balance remaining to recover will be calculated on an allocated Tract basis after the effective date of the unit. Payout will be deemed to occur the first day of the month following the time that the payout balance becomes zero. Payout statements will be provided on a semi-annual basis.

ARTICLE 6

UNIT OPERATOR

6.1 Unit Operator. Luff Exploration Company is designated as the initial Unit Operator.

6.2 Resignation or Removal. Unit Operator may resign at any time. Unit Operator may be removed at any time by the affirmative vote of Working Interest Owners having at least ninety percent (90%) or more of the voting interest remaining after excluding the voting interest of Unit Operator. Such resignation or removal shall not become effective for a period of three (3) months after the resignation or removal, unless a successor Unit Operator has taken over Unit Operations prior to the expiration of such period.

6.3 Selection of Successor. Upon the resignation or removal of Unit Operator, a successor Unit Operator shall be selected by a majority vote of the Working Interest Owners. If the removed Unit Operator fails to vote or votes only to succeed itself, the successor Unit Operator shall be selected by the affirmative vote of two or more Working Interest Owners having sixty percent (60%) or more of the voting interest remaining after excluding the voting interest of the removed Unit Operator.

ARTICLE 7

AUTHORITY AND DUTIES OF UNIT OPERATOR

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

7.2 Workmanlike Conduct. Unit Operator shall conduct Unit Operations in a good 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 resulting from any act or omission by Unit Operator in conducting Unit Operations, unless such damages result from its gross negligence or willful misconduct.

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

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

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

7.6 Reports to Working Interest Owners. Unit Operator shall furnish to a Working Interest Owner, upon written request, annual reports of Unit Operations.

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 all logs 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 Fifty Thousand Dollars (\$50,000.00) without prior approval of Working Interest Owners. In the event of an emergency, Unit Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency. Unit Operator shall report to Working Interest Owners, as promptly as possible, the nature of the emergency and the action taken.

7.10 Wells Drilled by Unit Operator. All wells drilled by Unit Operator shall be at the rates prevailing in the area and shall be in accordance with Exhibit "E," Accounting Procedure Joint Operations, attached hereto and made a part hereof. Unit Operator may employ its own tools and equipment, but the charge thereof should not exceed the usual 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 the contracts of independent contractors doing work of a similar nature.

ARTICLE 8

TAXES

8.1 Property Taxes. Beginning with the first calendar year after the Effective Date hereof, Unit Operator shall make and file all necessary property tax renditions and returns with the proper taxing authorities with respect to all property of each Working Interest Owner used or held by Unit Operator for Unit Operations. Unit Operator shall settle assessments arising therefrom. All such property taxes shall be paid by Unit Operator and charged to the joint account; however, if the interest of a Working Interest Owner is subject to a separately assessed overriding royalty interest, production payment, or other interest in excess of a one-eighth (1/8) royalty, such Working Interest Owner shall be given credit for the reduction in taxes paid resulting therefrom.

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 with respect to the production or handling of its share of Unitized Substances.

8.3 Income Tax Election. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this Agreement and operations hereunder shall not constitute a partnership, if for Federal income tax purposes this Agreement and the operations hereunder are regarded as a partnership, then each Person hereby affected elects to be excluded from the application of all of the provisions of Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1986, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Unit Operator is authorized and directed to execute on behalf of each Person hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States of the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements and the data required by Federal Regulations 1.761-1(a). Should there be any requirement that each Person hereby affected give further evidence of this election, each such Person shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. No such Person shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Unit Area is located or any future income tax law of the United States contain provisions similar to those in Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1986, under which an election similar to that provided by Section 761 of the Code is permitted, each Person hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such Person states that the income derived by such Person from Unit Operations can be adequately determined without the computation of partnership taxable income.

ARTICLE 9

INSURANCE

9.1 Insurance. Unit Operator, with respect to Unit Operations, shall:

- (a) comply with the Workers' Compensation Laws of the State,
- (b) comply with Employer's Liability and other insurance requirements of the laws of the State, and
- (c) provide insurance or other protection as set forth in Exhibit "F."

ARTICLE 10

ADJUSTMENT OF INVESTMENTS

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

10.1.1 Wells. All wells completed in the Unitized Formation.

10.1.2 Equipment. The casing and tubing in each such well, the wellhead connections thereon, and all other lease and operating equipment that is used in the operation of such wells which Working Interest Owners determine is necessary or desirable for conducting Unit Operations. Working Interest Owners shall have six (6) months after this Unit Operating Agreement becomes effective in which to make such determination, and all such property that is determined to be surplus shall be returned to the Working Interest Owners in as good condition as received, considering normal wear, who delivered same to Unit Operator and such surplus shall not be considered to have been taken over under this Section.

10.1.3 Records. A copy of all production and well records of such wells and copies of division orders, division order title opinions and most recent division of interest detail for each such well with payee names, addresses and tax payer identification numbers.

10.2 Inventory and Evaluation. Working Interest Owners shall at Unit Expense inventory and evaluate the wells and equipment taken over. The inventory of equipment shall be limited to those items considered controllable under Exhibit "E" except, upon determination of Working Interest Owners, items considered non-controllable may be included in the inventory in order to ensure a more equitable adjustment of investment. Casing shall be included in the inventory for record purposes, but shall be excluded from pricing and investment adjustment. The method of evaluating wells and equipment shall be in accordance with Exhibit "G," attached hereto.

10.3 Investment Adjustment. Upon approval by Working Interest Owners of the inventory and evaluation, each Working Interest Owner shall be credited with the value of its interest in all wells and equipment taken over under Article 10.1 and evaluated under Article 10.2, and shall be charged with an amount equal to that obtained by multiplying the total value of all wells and equipment taken over under Article 10.1 and evaluated under Article 10.2 by each Working Interest Owner's Unit Participation readjusted to Phase II levels at the start of Phase II in accordance with Exhibit "G," attached hereto. 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.

10.4 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.

10.5 Ownership of Property and Facilities. Each Working Interest Owner, individually, shall by virtue hereof own an undivided interest, equal to its Unit Participation in all wells, equipment and facilities taken over or otherwise acquired by Unit Operator pursuant to this Agreement.

ARTICLE 11

UNIT EXPENSE

11.1 Basis of Charge to Working Interest Owners. Unit Operator initially shall pay all Unit Expense. Each Working Interest Owner shall reimburse Unit Operator for its share of Unit Expense. Each Working Interest Owners's share shall be the same as its Unit Participation in proportion to its respective Unit Participation for the phase-in-effect, provided however, the costs associated with the drilling of new wells, the reworking of wells (including horizontal re-entries), conversion of wells to injection, the construction of injection plants and water supply systems and all other capital expenses during Phase I shall be readjusted to Phase II levels at the start of Phase II in accordance with Exhibit "G," attached hereto. All charges, credits and accounting for Unit Expense shall be in accordance with Exhibit "E."

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

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

11.4 Participation in Approved Unit Expense.

(a) Approved Unit Expenses. Prior to incurring any item of Unit Expense for which approval of the Working Interest Owners is required by Article 3.2.4 of this Agreement (an "Approved Unit Expense"), but subsequent to the approval thereof, the Unit Operator shall give written notice of the expenditure to each Working Interest Owner and the Working Interest Owner shall have thirty (30) days after the receipt of the notice within which to elect to participate in the cost of the Unit Expense. In unusual circumstances, however, said election may be required in less than thirty days, but in no circumstances shall said election be required in less than fifteen days. Such notice of expenditure shall include a notice that, in the event of an election not to participate, the Unit Operator intends to impose a penalty and that any party may file an application or request for hearing with the South Dakota Department of Environment & Natural Resources Board of Minerals and Environment. Failure of a Working Interest Owner to whom such notice is delivered to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the Unit Expense. If all Working Interest Owners to whom such notice is delivered elect to participate in such a Unit Expense, the Working Interest Owners shall be contractually committed to participate therein, provided that the Unit Operator shall, no later than ninety (90) days after the expiration of the above notice period actually commence the activity or operation so approved and thereafter complete it with due diligence at the risk and expense of the Working Interest Owners participating therein.

(b) Determination of Participation. If any Working Interest Owner to whom notice is delivered as provided in Article 11.4(a) of the Agreement elects not to participate in an Approved Unit Expense (such an owner a "Non-consenting Working Interest Owner"), then, in order to be entitled to the benefits of this Article, the Unit Operator and such other Working Interest Owners as shall elect to participate in the Approved Unit Expense (collectively, the "Consenting Working Interest Owners") shall, no later than ninety (90) days after the expiration of the notice period of thirty (30) days actually commence the activity or operation so approved and thereafter complete it with due diligence. If less than all parties elect to participate, the Unit Operator shall, immediately after the expiration of the thirty (30) day notice period, advise all Consenting Working Interest Owners of the total interest of the Consenting Working Interest Owners and its recommendation whether the Consenting Working Interest Owners should proceed with the operation or activity as proposed. Each Consenting Working Interest Owner, within forty-eight (48) hours of receipt of such notice, exclusive of Saturdays, Sundays and legal holidays, shall advise the Unit Operator of its desire to (i) limit participation to its interest in the Unit, (ii) carry only its proportionate part (determined by dividing such party's interest in the Unit by the interests of all Consenting Working Interest Owners in the Unit) of any Non-consenting Working Interest Owner's interest, or (iii) carry its proportionate part (as determined above) of the Non-consenting Working Interest Owners' interests together with all or a portion of its proportionate part of any Non-consenting Working Interest Owners' interests that any Consenting Working Interest Owner did not elect to take. Any interest of Non-consenting Working Interest Owners' interests that is not carried by a Consenting Working Interest Owner shall be deemed to be carried by the proposing party. The proposing party, at its election, may withdraw any proposal for an operation or activity if there is less than 100% participation and shall notify all parties of such decision within ten (10) days. If 100% subscription is obtained, the Unit Operator shall promptly notify the Consenting Working Interest Owners of their proportionate interests in the Approved Unit Expense and shall commence such operation within the period provided for in Article 11.4(a) of this Agreement.

(c) Relinquishment of Interest for Non-participation. Upon commencement of any operation or activity in which one or more Working Interest Owners has elected not to participate pursuant to Article 11.4(b), any such Non-consenting Working Interest Owner shall be deemed to have relinquished to the Consenting Working Interest Owners, and the Consenting Working Interest Owners shall own and be entitled to receive, in proportion to their respective interest, all of such Non-consenting Working Interest Owner's interest in the Unit and Unitized Substances. Such relinquishment shall be effective until the proceeds received for the sale of such share of Unitized Substances, of the market value thereof if such share is not sold (after deducting applicable ad valorem, production, severance, and excise taxes, royalty, overriding royalty, and other interests payable out of or measured by the production from the Unit) shall equal 300% of the Non-consenting Working Interest Owner's share of the Approved Unit Expense if the Non-consenting Working Interest Owner's interest is derived from a lease or other contract for development or 200% of the Non-consenting Working Interest Owner's share of the Approved Unit Expense if the Non-consenting Working Interest Owner's interest is not subject to a lease or other contract for development.

(d) Other Unit Expense. Notwithstanding any election not to participate in an Approved Unit Expense and the subsequent relinquishment of any interest in the Unit or Unitized Substances, a Working Interest Owner who has made such an election shall continue to be responsible for all other Unit Expense incurred, including all Unit Expense incurred during a period of relinquishment. Additionally, notwithstanding the relinquishment of any interest pursuant to Article 11.4(c) of this Agreement, a Non-consenting Working Interest Owner shall, during such period of relinquishment, continue to be entitled to vote on any Unit Expense requiring approval of the Working Interest Owners and shall be entitled to elect whether or not to participate in any Approved Unit Expense.

(e) Recoupment Matters. During the period of time Consenting Working Interest Owners are entitled to receive Non-Consenting Working Interest Owner's share of production, or the proceeds therefrom, Consenting Working Interest Owners

shall be responsible for the payment of all ad valorem, production, severance, excise, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to the Non-Consenting Working Interest Owner's share of production.

(f) Failure to Pay by Participating Working Interest Owner. Notwithstanding the provisions of Article 11.5 and 11.6 hereof, in the event any Participating Working Interest Owner fails to pay when due its proportionate share of any Approved Unit Expense in which it has elected to participate, the Unit Operator may (i) sue, at the expense of the Unit, to recover the amounts in default together with interest at the rate set forth in Exhibit "E" and reasonable attorney's fees; or (ii) deliver a written notice of non-consent election and the defaulting party, upon failure to pay all amounts due within 10 (ten) days of receipt of such written notice, be conclusively deemed to have elected not to participate in the operation and to be a Non-consenting Working Interest Owner.

11.5 Unpaid Unit Expense. If any Working Interest Owner fails or is unable to pay its share of Unit Expense when due, other than a Unit Expense for which approval of the Working Interest Owners is required, the non-defaulting Working Interest Owners shall, at the option of and 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 Article 11.6 of this Agreement.

11.6 Security Rights. In addition to any other security rights and remedies provided for by the laws of this State with respect to services rendered or materials and equipment furnished under this Agreement, 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 extracted and its interest in all Unit Equipment credited thereto, to secure payment of its share of Unit Expense, together with interest thereon at the rate set forth in Exhibit "E" or the maximum rate allowed by law, whichever is less. To the extent that Unit Operator has a security interest under the Uniform Commercial Code of the State, Unit Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Unit operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment of defaulting Working Interest Owner's share of Unit Expense. If any Working Interest Owner does not pay its share of Unit Expense when due, or if any Working Interest Owner elects to be carried or otherwise financed, Unit Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Working Interest Owner's share of Unitized Substances until the amount owed, plus interest at the rate herein provided, has been paid. Each purchaser shall be entitled to rely on Unit Operator's statement concerning the amount owed and the interest payable thereon. Operator grants a like lien and security interest to the Working Interest Owners to secure payment of Unit Operator's proportionate share of Unit Expense. The Working Interest Owners authorize Unit Operator to file of record in the State of South Dakota and Harding County a memorandum of agreement referencing this Unit Operating Agreement and the lien and security rights herein granted.

11.7 Carved-Out Interests. Any overriding royalty, production payment, net proceeds interest, carried interest or any other interest carved out of a Working Interest shall be subject to this Agreement. If a Working Interest Owner does not pay its share of Unit Expense and the proceeds from the sale of unitized Substances under Article 11.6 are insufficient for that purpose, the security rights provided for therein may be applied against the carved-out interests with which such Working Interest is burdened. In such event, the owner of such carved-out interest shall be subrogated to the security rights granted by Article 11.6.

11.8 Pre-Unitization Expense. Prior to Effective Date, Unit Operator has incurred certain costs and expenses for and on behalf of the Working Interest Owners in anticipation of the Unit Agreement and this Agreement becoming effective. Such costs, as approved by the Working Interest Owners shall herein be referred to as "Pre-Unitization Expenses." As soon as practicable after the Effective Date of this Agreement and approval by the Working Interest Owners, Pre-Unitization Expenses shall be reallocated and billed among all Working Interest Owners in accordance with the Unit Participation interest of each such owner. For the purposes of this Agreement, all Pre-Unitization Expenses shall be considered an item of Unit Expense.

11.9 Existing Non-Consent Interests. Any interest which is in a non-consent status as of the effective date of the unit shall remain in a non-consent status until the payout balance has been satisfied out of unit production attributable to the affected tract. The owners of such non-consent interest shall continue to own the interest in the unit until the payout balance has been reduced to zero.

11.9.1 Confirmation of Existing Payout Balances. The operator of any well which contains a non-consenting interest shall, within ten (10) days after this Agreement becomes effective, furnish to the Unit Operator, a payout summary for

each such well showing 1) all parties in a non-consent status, and 2) the current payout balance for each party.

11.9.2 Payment of Unit Expenses. The owner of a non-consenting interest on the effective date of the unit shall be responsible for the non-consenting party's share of all expenses incurred by virtue of unit operations. All unit costs and expenses attributable to a non-consenting interest shall be added to the payout balance for the non-consenting party, including but not limited to, monthly unit overhead, employee benefits assessments, taxes, insurance and other costs which may reasonably be assessed to a non-consenting interest. Costs incurred after the effective date of unitization shall be recouped by the party owning a non-consenting interest, but shall not be subject to any additional penalty.

11.9.3 Revenue Attributable to Non-Consent Interests. The party owning a non-consenting interest shall be entitled to receive all revenues attributable to such interest until such time as the amount received is equal to the payout balance for the non-consenting interest.

11.9.4 Reversion of Non-Consent Interests. Effective at 7:00am Mountain Time on the first day of the month following the month in which revenues attributable to the non-consent interest exceed the payout balance for such non-consent interest, the interest shall revert to the record title owner. The working interest of all affected parties shall be revised accordingly. Thereafter the record title owner shall be responsible for payment of all costs attributable to such interest, and shall receive all revenues derived from such interest.

11.10 Election to Pay Off Entire Payout Balance. Any party who owns record title to an interest which is in a non-consent status as of the effective date of this Agreement, or at any time thereafter, may elect to pay off the entire amount of the payout balance. Any party so desiring shall tender to Operator the full amount due effective on the last day of the month that such party elects to make payment. Effective at 7:00am Mountain Time on the first day of the succeeding month the non-consent interest shall revert to the record title owner. The working interest of all affected parties shall be revised accordingly. Thereafter the record title owner shall be responsible for payment of all costs attributable to such interest, and shall receive all revenues derived from such interest.

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 a formation underlying the Unit Area other than the Unitized Formation, shall have the right to do so notwithstanding this Agreement or the Unit Agreement. In exercising the right, however, such Working Interest Owner shall exercise care to prevent unreasonable interference with Unit Operations. No Working Interest Owner other than Unit Operator shall produce Unitized Substances. If any Working Interest Owner drills any well into or through the Unitized Formation, the Unitized Formation shall be protected in a manner satisfactory to Working Interest Owners so that the production of Unitized Substances will not be affected adversely.

ARTICLE 13

LIABILITY, CLAIMS, AND SUITS

13.1 Individual Liability. The duties, obligations and liabilities of Working Interest Owners shall be several and not joint or collective; and nothing herein shall ever be construed as creating a partnership 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 if the expenditure does not exceed Twenty Five Thousand Dollars (\$25,000.00), and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, Working Interest Owners shall determine the further handling of the claim or suit. All costs and expense of handling, settling or otherwise discharging such claim or suit shall be an item of Unit Expense, subject to such limitation as is set forth in Exhibit "E." If a claim is made against any Working Interest Owner or if any Working Interest Owner is sued on account of any matter arising from Unit Operations over which such Working Interest Owner individually has no control because of the rights given Working Interest Owners and Unit Operator by this Agreement and the Unit Agreement, the Working Interest Owner shall immediately notify the Unit Operator, and the claim

or suit shall be treated as any other claim or suit involving Unit Operations.

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

ARTICLE 14

NOTICES

14.1 Notices. All notices required hereunder shall be in writing and shall be deemed to have been properly served when sent by mail, email, facsimile, or telegram to the address of the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Article 4.

ARTICLE 15

WITHDRAWAL OF WORKING INTEREST OWNER

15.1 Withdrawal. A Working Interest Owner may withdraw from this Agreement by transferring, without warranty of title either express or implied, to the Working Interest Owners who do not desire to withdraw all its Oil and Gas Rights, exclusive of Royalty Interests, together with its interest in all Unit Equipment and in all wells used in Unit Operations, provided that such transfer shall not relieve such Working Interest Owner from any obligation or liability incurred prior to the first day of the month following receipt by Unit Operator of such transfer. The delivery of the transfer shall be made to Unit Operator for the transferees. The transferred interest shall be owned by the transferees in proportion to their respective Unit Participations in effect at the time of the transfer. The transferees, in proportion to the respective interests so acquired, shall pay the transferor for its interest in Unit Equipment, the salvage value thereof less its share of the estimated cost of salvaging same, and of plugging and abandoning all wells then being used or held for Unit Operations, as determined by Working Interest Owners. In the event such withdrawing owner's interest in the aforesaid salvage value is less than such owner's share of such estimated costs, the withdrawing owner, as a condition precedent to withdrawal, shall pay the Unit Operator, for the benefit of Working Interest Owners succeeding to its interest, a sum equal to the deficiency. Within sixty (60) days after receiving delivery of the transfer, Unit Operator shall render a final statement to the withdrawing owner for its share of Unit Expense, including any deficiency in salvage value, as determined by Working Interest Owners, incurred as of the first day of the month following the date of receipt of the transfer. Provided all Unit Expense, including any deficiency hereunder, due from the withdrawing owner has been paid in full within thirty (30) days after the rendering of such final statement by the Unit Operator, the transfer shall be effective the first day of the month following its receipt by Unit Operator and, as of such effective date, withdrawing owner shall be relieved from all further obligations and liabilities hereunder and under the Unit Agreement, and the rights of the withdrawing Working Interest owner hereunder and under the Unit Agreement shall cease insofar as they existed by virtue of the interest transferred.

15.2 Limitation on Withdrawal. Notwithstanding anything set forth in Article 15.1, Working Interest Owners may refuse to permit the withdrawal of a Working Interest Owner if its Working Interest is burdened by any royalties, overriding royalties, production payments, net proceeds interest, carried interest, or any other interest created out of the Working Interest in excess of existing Land Owner's Royalty, unless the other Working Interest Owners willing to accept the assignment agree to accept the Working Interest subject to such burdens.

ARTICLE 16

ABANDONMENT OF WELLS

16.1 Rights of Former Owners. If Working Interest Owners determine to permanently abandon any well within the Unit Area prior to termination of the Unit Agreement, the 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 sixty (60) days after the sending of such notice to notify the 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 of their election to take over the well, they shall pay Unit Operator, for credit to the joint account, the amount determined by Working Interest Owners to be the net salvage value of the casing and equipment, through the wellhead, in and on the well. The Working Interest Owners of the Tract, by taking over the

well, agree to seal off 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 within the Unit Area that 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 when 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 plugged and abandoned or turned over to Working Interest Owners in accordance with Article 18; (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:

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

18.1.2 Right to Operate. Working Interest Owners of any Tract that desire to take over and to continue to operate wells located thereon may do so by paying Unit Operator, for credit to the joint account, the net salvage value, as determined by Working Interest Owners, of the casing and equipment, through the wellhead, in and on the wells taken over and by agreeing upon abandonment to plug each well in compliance with applicable laws and regulations.

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

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

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

ARTICLE 19

APPROVAL

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

ARTICLE 20

SUCCESSORS AND ASSIGNS

20.1 Successors and Assigns. This Agreement shall extend to, be binding upon, and inure to the benefit of the

Persons hereto and their respective heirs, devisees, legal representatives, successors and assigns, and shall constitute a covenant running with the lands, leases and interests covered hereby.

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

UNIT OPERATOR

Luff Exploration Company

Attest:

Sharon K. Berget
Sharon K. Berget, Assistant Secretary

Kenneth D. Luff
Kenneth D. Luff, President

Address:

1580 Lincoln Street, Suite 850
Denver, Colorado 80203

Date of Execution:

Mat 11, 2012

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 11th day of May, 2012, by Kenneth D. Luff, President of Luff Exploration Company.

Witness my hand and official seal.

My Commission Expires: January 11, 2016

C.M. Espinosa-Carpenter
Notary Public



UNIT OPERATOR SIGNATURE PAGE
TRIVERS RANCH RED RIVER UNIT OPERATING AGREEMENT
HARDING COUNTY, SOUTH DAKOTA

EXHIBITS "A", "B", "C" and "D"

Refer to the Unit Agreement for the Travers Ranch Red River Unit
dated May 11, 2012, Harding County, South Dakota.

EXHIBIT " E "

Attached to and made a part of the Travers Ranch Red River Unit Operating Agreement dated
May 11, 2012
Harding County, South Dakota

ACCOUNTING PROCEDURE
JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

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

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

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

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

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

"Parties" shall mean Operator and Non-Operators.

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

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

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

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

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

2. Statement and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all charges and credits summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail.

3. Advances and Payments By Non-Operators

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

B. Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the ~~prime rate in effect at~~ of 1.5% per ~~on the first day of the month in which delinquency occurs plus 1%~~ or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

4. Adjustments

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

1 5. Audits

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

13
14 B. The Operator shall reply in writing to an audit report within 180 days after receipt of such report.

15
16 6. Approval By Non-Operators

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

22
23
24 **II. DIRECT CHARGES**

25
26 Operator shall charge the Joint Account with the following items:

27
28 1. Ecological and Environmental

29
30 Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy
31 environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or
32 archaeological nature and pollution control procedures as required by applicable laws and regulations.

33
34 2. Rentals and Royalties

35
36 Lease rentals and royalties paid by Operator for the Joint Operations.

37
38 3. Labor

39
40 A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of
41 Joint Operations. **

42
43 (2) Salaries of First Level Supervisors in the field.

44
45 (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are
46 excluded from the overhead rates.

47
48 (4) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly
49 employed in the operation of the Joint Property if such charges are excluded from the overhead rates.

50
51 B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to
52 employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II.
53 Such costs under this Paragraph 3B may be charged on a "when and as paid basis" or by "percentage assessment
54 on the amount of salaries and wages chargeable to the Joint Account under Paragraph 3A of this Section II. If
55 percentage assessment is used, the rate shall be based on the Operator's cost experience.

56
57 C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are
58 applicable to Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II.

59
60 D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under
61 Paragraph 3A of this Section II.

62
63 4. Employee Benefits

64
65 Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement,
66 stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the
67 Joint Account under Paragraphs 3A and 3B of this Section II shall be Operator's actual cost not to exceed the percent
68 most recently recommended by the Council of Petroleum Accountants Societies.

69
70 **including salaries and wages of field personnel assigned or hired to relieve
Operator's field employees because of holidays, vacations, sickness, accident
or other excused absences with pay.

1 5. Material

2
3 Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such
4 Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is
5 reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be
6 avoided.

7
8 6. Transportation

9
10 Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

- 11
12 A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be
13 made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like
14 material is normally available or railway receiving point nearest the Joint Property unless agreed to by the Parties.
15
16 B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint
17 Account for a distance greater than the distance to the nearest reliable supply store where like material is normally
18 available, or railway receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be
19 made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the
20 Parties.
21
22 C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is
23 available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the
24 amount most recently recommended by the Council of Petroleum Accountants Societies.
25

26 7. Services

27
28 The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph
29 10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract
30 services of technical personnel directly engaged on the Joint Property if such charges are excluded from the overhead
31 rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the
32 Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.
33

34 8. Equipment and Facilities Furnished By Operator

- 35
36 A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at ^{the} rates commensurate
37 ~~with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating~~
38 ~~expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to~~
39 ~~exceed _____ percent (_____ %) per annum. Such rates shall not exceed~~
40 ~~average commercial rates currently prevailing in the immediate area of the Joint Property.~~
41
42 ~~B. In lieu of charges in paragraph 8A above, Operator may elect to use average commercial rates prevailing in the~~
43 ~~immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates~~
44 ~~published by the Petroleum Motor Transport Association.~~
45

46 9. Damages and Losses to Joint Property

47
48 All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or
49 losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross
50 negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as
51 soon as practicable after a report thereof has been received by Operator.
52

53 10. Legal Expense

54
55 ^{title materials and examination of title,}
56 Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and
57 amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to
58 protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of
59 outside attorneys shall be made unless previously agreed to by the Parties. ~~All other legal expense is considered to be~~
60 ~~covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section~~
61 ~~I, Paragraph 2.~~
62

63 11. Taxes

64
65 All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof,
66 or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad
67 valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then
68 notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties
69 hereto in accordance with the tax value generated by each party's working interest.
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12. Insurance

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

13. Abandonment and Reclamation

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

14. Communications

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

15. Other Expenditures

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

III. OVERHEAD

I. Overhead - Drilling and Producing Operations

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

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

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

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

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

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

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

A. Overhead - Fixed Rate Basis

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

Drilling Well Rate \$ 11,187
(Prorated for less than a full month)

Producing Well Rate \$ 1,443

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

(a) Drilling Well Rate

(1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date the drilling rig, completion rig, or other units used in completion of the well is released,

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whichever is later, except that no charge shall be made during suspension of drilling or completion operations for fifteen (15) or more consecutive calendar days.

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

(b) Producing Well Rates

- (1) An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
- (2) Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
- (3) An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
- (4) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well. This one-well charge shall be made whether or not the well has produced except when drilling well rate applies.
- (5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.

- (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached by the percent increase or decrease published by COPAS.

~~B. Overhead - Percentage Basis~~

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

~~(a) Development~~

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

~~(b) Operating~~

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

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

~~For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III, development shall include all costs in connection with drilling, re-drilling, deepening, or any remedial operations on any or all wells involving the use of drilling rig and crew capable of drilling to the producing interval on the Joint Property; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other costs shall be considered as operating.~~

2. Overhead - Major Construction

To compensate Operator for overhead costs incurred in the Construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of \$ 50,000 :

- A. 5 % of first ~~\$100,000~~ ^{\$300,000} or total cost if less, plus
- B. 3 % of costs in excess of ~~\$100,000~~ ^{\$300,000} but less than \$1,000,000, plus

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C. 1 % of costs in excess of \$1,000,000.

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

3. Catastrophe Overhead

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

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

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

4. Amendment of Rates

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

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

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

1. Purchases

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

2. Transfers and Dispositions

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

A. New Material (Condition A)

(1) Tubular Goods Other than Line Pipe

- (a) Tubular goods, sized 2 3/8 inches OD and larger, except line pipe, shall be priced at Eastern mill published carload base prices effective as of date of movement plus transportation cost using the 80,000 pound carload weight basis to the railway receiving point nearest the Joint Property for which published rail rates for tubular goods exist. If the 80,000 pound rail rate is not offered, the 70,000 pound or 90,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio and casing from Youngstown, Ohio.
- (b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus transportation cost from that mill to the railway receiving point nearest the Joint Property as provided above in Paragraph 2.A.(1)(a). For transportation cost from points other than Eastern mills, the 30,000 pound Oil Field Haulers Association interstate truck rate shall be used.
- (c) Special end finish tubular goods shall be priced at the lowest published out-of-stock price, f.o.b. Houston, Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate, to the railway receiving point nearest the Joint Property.

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

(2) Line Pipe

(a) Line pipe movements (except size 24 inch OD and larger with walls 3/4 inch and over) 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.

(b) Line pipe movements (except size 24 inch OD and larger with walls 3/4 inch and over) less than 30,000 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment, plus the percent most recently recommended by COPAS, plus transportation costs based on freight rates as set forth under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.

(c) Line pipe 24 inch OD and over and 3/4 inch wall and larger shall be priced f.o.b. the point of manufacture at current new published prices plus transportation cost to the railway receiving point nearest the Joint Property.

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

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

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

B. Good Used Material (Condition B)

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

(1) Material moved to the Joint Property

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

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

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

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

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

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

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

C. Other Used Material

(1) Condition C

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

(2) Condition D

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

- 1 (a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of
2 comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be priced at
3 used line pipe prices.
4
5 (b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g. power
6 oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset
7 tubular goods shall be priced on a non upset basis.
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9 (3) Condition E

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11 Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under procedures
12 normally utilized by Operator without prior approval of Non-Operators.
13

14 D. Obsolete Material

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

22 (1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢) per
23 hundred weight on all tubular goods movements, in lieu of actual loading or unloading costs sustained at
24 the stocking point. The above rate shall be adjusted as of the first day of April each year following January
25 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in Section III, Paragraph
26 1.A.(3). Each year, the rate calculated shall be rounded to the nearest cent and shall be the rate in effect
27 until the first day of April next year. Such rate shall be published each year by the Council of Petroleum
28 Accountants Societies.
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30 (2) Material involving erection costs shall be charged at applicable percentage of the currently knocked-down
31 price of new Material.
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34 3. Premium Prices

35
36 Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other
37 unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required
38 Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it
39 to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing
40 Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within
41 ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use
42 and acceptable to Operator.
43

44 4. Warranty of Material Furnished By Operator

45
46 Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint
47 Account until adjustment has been received by Operator from the manufacturers or their agents.
48
49

50 V. INVENTORIES

51 The Operator shall maintain detailed records of Controllable Material.

52 1. Periodic Inventories, Notice and Representation

53
54 At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice
55 of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that
56 Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an
57 inventory shall bind Non-Operators to accept the inventory taken by Operator.
58
59

60 2. Reconciliation and Adjustment of Inventories

61
62 Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six
63 months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for
64 overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.
65
66

67 3. Special Inventories

68
69 Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint
70 Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of

1 interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory. In cases
2 involving a change of Operator, all Parties shall be governed by such inventory. **

3
4 **4. Expense of Conducting Inventories**

- 5
6 A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the
7 Parties.
8
9 B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except
10 inventories required due to change of Operator shall be charged to the Joint Account.
11

12
13 **Notwithstanding the foregoing to the contrary, Special Inventories shall not be
14 taken whenever a sale or change of interest involving the Joint Property is 12.5
15 percent (12.5%) or less of the working interest concerning the Joint Property.
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EXHIBIT "F"

Attached to and made a part of the Travers Ranch Red River Unit
Operating Agreement dated May 11, 2012, Harding County, South Dakota

INSURANCE

Operator shall at all times while performing under this Agreement carry and charge to the Joint Account the following amounts of insurance for the benefit of the parties hereto:

- (a) General Liability Insurance with Bodily Injury Liability and Property Damage Liability limits combined of not less than \$1,000,000 per occurrence, subject to general policy aggregate limits of \$2,000,000.
- (b) Automobile Bodily Injury and Property Damage Liability Insurance (including non-owned and hired autos) in amounts of not less than \$1,000,000 for bodily injuries and property damage combined per occurrence; provided that insurance premiums for Operator's fully owned automotive equipment will not be charged directly to the joint account, but will be covered by the flat rate usage charge for such equipment as provided in the accounting procedure attached as Exhibit "E" to this Agreement
- (c) Excess Liability Umbrella coverage of not less than \$7,000,000 per occurrence and aggregate.
- (d) Third Party Service Contractor Terms: In the event that any Third Party Service Contract requires additional limits over the above stated limits, the Operator shall charge the joint account for the additional premium required to comply with the Third Party Contract Terms.

EXHIBIT "G"

Attached to and made a part of the Travers Ranch Red River Unit
Operating Agreement dated May 11, 2012, Harding County, South Dakota

WELL AND EQUIPMENT INVENTORY AND PRICING PROCEDURE

1. INVENTORY EXPENSE. The cost of any special physical inventory scheduled to be conducted on site will be charged to the joint account. An allowance of \$500.00 per day per person, plus normal personal living expense including travel time and expenses between assigned office and unit location will be applicable. Witness of Working Interest Owners of inventory on own tract will not qualify for this allowance.

2. PHYSICAL INVENTORY. All equipment, including loose and idle, will be inventoried. Loose, idle or scrap equipment shall be noted on inventory and it will be the responsibility of each Working Interest Owner to remove such material or equipment from its lease at its sole expense within a reasonable time not to exceed three months. Any item of material or equipment in obvious poor condition shall be noted on inventory by inventory crews.

For purpose of inventory only, all controllable material and equipment inventoried and retained for unit operation, with the exception of loose, idle and scrap items in obvious poor condition and all material and equipment of less than Condition "B" value, will be priced according to the provision of Exhibit "E", Section IV.

Each Operator's record of casing head and valves will be accepted for the inventory.

3. PHASE II INVESTMENT ADJUSTMENT. At such time that Phase II comes into effect there shall be an investment readjustment to Phase II Unit Participation. All controllable material and equipment acquired in the calendar year that the conversion from Phase I to Phase II takes effect shall be valued at the original cost of said equipment. All controllable material and equipment acquired in the calendar year prior to the year conversion from Phase I to Phase II takes effect shall be valued at ninety percent (90%) of the original cost of said equipment. All other controllable material and equipment shall be priced according to the provisions of Exhibit "E". The costs associated with the drilling of new wells, the reworking of wells (including horizontal re-entries), conversion of wells to injection, the construction of injection plants and water supply systems and all other capital expenses during Phase I, excluding the controllable items described above, shall be priced at: (a) the original cost of any such expenditure if said expenditure was incurred during the calendar year that the conversion from Phase I to Phase II takes effect, (b) ninety percent (90%) of the original cost of any such expenditure if said expenditure was incurred during the calendar year prior to the year that the conversion from Phase I to Phase II takes effect, (c) eighty percent (80%) of the original cost of any such expenditure if said expenditure was incurred during the second calendar year prior to the year that the conversion from Phase I to Phase II takes effect, (d) continue to decline at ten percent (10%) per calendar year, to no less than fifty percent (50%) of the original cost of said expenditures. If the investment readjustment described herein results in a net charge against any Working Interest Owner the resulting net charge shall be an item of Unit Expense chargeable against such Working Interest Owner. If said investment readjustment results in a net credit to any 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.

LUFF EXPLORATION COMPANY

OWNER APPROVALS BY EXECUTION OF RATIFICATION AND JOINDER
 TRAVERS RANCH RED RIVER UNIT
 HARDING COUNTY, SOUTH DAKOTA

RECEIVED
 JUN 14 2012
 MINERALS & MINING PROGRAM

Updated 6/11/2012

	Interest Type	Unit Summary		Ratification Received
		WI	NRI	
ALMON, GEORGE DANIEL	WI	0.346054%		0.346054%
ADAMS, JONYE C.	WI	0.001493%		0.001493%
ARTZIS, ALVIN A. ESTATE	WI	0.005975%		
AVALON CONSULTING INC.	WI	2.186161%		2.186161%
BERGET, SHARON K.	WI	1.844255%		1.844255%
CARRELL ENTERPRISES, INC.	WI	7.865281%		7.865281%
CHESSMAN ENERGY, LLC.	WI	3.893984%		3.893984%
DEOSH LIMITED PARTNERSHIP	WI	5.049988%		5.049988%
EAGLE INVESTMENTS INC.	WI	0.206609%		0.206609%
EDMONDS ENERGY CORP.	WI	4.515442%		4.515442%
FERRIS FAMILY REVOC TRUST DTD 12/21/07	WI	0.025208%		0.025208%
FORTIN ENTERPRISES, INC.	WI	0.604369%		0.604369%
DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	WI	11.635194%		11.635194%
HANCOCK ENTERPRISES	WI	0.402913%		0.402913%
HEADINGTON OIL CO. LLC	WI	8.041574%		8.041574%
KERMIT HOFFERT LIVING TRUST	WI	0.023107%		0.023107%
KENNETH D. LUFF TRUST DATED 12/1/92	WI	25.573820%		25.573820%
JWC RESOURCES, LLC	WI	2.023014%		2.023014%
KATS RESOURCES LLC	WI	2.131048%		2.131048%
KLT RESOURCES, LLC	WI	2.590706%		2.590706%
KRAUSE, LARRY D.	WI	0.004720%		0.004720%
LARIO OIL & GAS CO.	WI	5.049988%		5.049988%
2005 LUFF FAMILY REVOCABLE TRUST	WI	0.255181%		0.255181%
JON DAVID LUFF REVOCABLE TRUST	WI	0.255181%		0.255181%
LUFF, KEVIN D.	WI	0.255181%		
MCCOURT, DONALD TRUST	WI	0.012645%		0.012645%
MCCOURT, PURNEE A. TRUST	WI	0.126453%		0.126453%
KEITH MOHL TRUST DTD 2/8/99	WI	0.005975%		0.005975%
MUREX PETROLEUM CORP	WI	3.339223%		
NANCE RESOURCES, INC.	WI	0.898305%		0.898305%
NASH, ALEXANDER MS TRUST	WI	0.856954%		0.856954%
PAMCO INVESTMENTS CORP.	WI	0.058394%		0.058394%
PENWELL PROPERTIES, LLC	WI	3.414917%		3.414917%
PETROLEUM CHARITIES, INC.	WI	0.000000%		
R&G RESOURCES, LLC	WI	0.583182%		0.583182%
FRANK A. RADELLA SURVIVOR'S TRUST	WI	0.084341%		0.084341%
RG OIL VENTURES, INC.	WI	0.502113%		0.502113%
SIPPEL FREEMAN LLC	WI	4.842561%		4.842561%
STEELE, JOHN A. TRUST	WI	0.001493%		0.001493%
TROYER, PAMELA L.	WI	0.255181%		0.255181%
WERME, DOUGLAS R.	WI	0.025208%		
WORLDWIDE EXPLORATION CORP.	WI	0.206609%		0.206609%
Total	WI	100.000000%		

Percent of Working Interest Owners Ratifying Unit **96.374413%**

AGER, ROSE MARIE	ROY		0.001908%	
ALVERSON, GEORGIA	ROY		0.001431%	0.001431%
ANDERSON, WILLIAM E. &	ROY		0.005935%	
BAIL, JOAN	ROY		0.305222%	0.305222%
BAIL, WADE A.	ROY		0.152611%	0.152611%
CARVER, NANCY G.	ROY		0.007630%	0.007630%
DICK, WILMA C.	ROY		0.001908%	0.001908%
EGELAND, MONTE DEAN	ROY		0.467864%	0.467864%
RONALD EGELAND LIVING TRUST DTD 9/30/03	ROY		0.467864%	
EKBLAD, PAMELA	ROY		0.007630%	
FOUST, RUTH TRUST	ROY		2.681558%	2.681558%
HAYDEN, LORA L.	ROY		0.001908%	
HAYDEN, ROBERT W.	ROY		0.001908%	
HIGHT, JOHN H.	ROY		0.514486%	0.514486%
HOFFIS, G. JAMES	ROY		0.001431%	0.001431%
HOFFMAN, RAYMOND C.	ROY		0.012717%	0.012717%
JANVRIN, CLAIR C., JR.	ROY		1.551262%	
KENNETH D. LUFF TRUST DATED 12/1/92	ROY		0.021937%	0.021937%
JOHNSON, JEAN R.	ROY		0.053418%	0.053418%
JOHNSON, LONNEY DALE	ROY		0.003815%	

**OWNER APPROVALS BY EXECUTION OF RATIFICATION AND JOINDER
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

Updated 6/11/2012

	Interest Type	Unit Summary		Ratification Received
		WI	NRI	
JOHNSON, MARILYN E.	ROY		0.001908%	
JOHNSON, RONALD R.	ROY		0.007630%	0.007630%
LANG, JAMES S.	ROY		0.008478%	0.008478%
LOUDEN, BONNIE K.	ROY		0.007630%	
MCGREER, KELLY & ROSEMARY	ROY		0.375426%	
MCGUFFIN, ANDREW F.	ROY		0.002861%	0.002861%
MCGUFFIN, AUGUST L.	ROY		0.008478%	0.008478%
MCGUFFIN, CHARLES, JR.	ROY		0.003815%	
MCGUFFIN, DAVID	ROY		0.007630%	0.007630%
MCGUFFIN, DONALD R.	ROY		0.001431%	
MCGUFFIN, HELEN S.	ROY		0.011446%	
MCGUFFIN, KEVIN KELLY	ROY		0.006438%	
MCGUFFIN, ROBERT E., SR.	ROY		0.011446%	
MCGUFFIN, SCOTT DENISON	ROY		0.009538%	0.009538%
MERRITT, ANN D. MCGUFFIN	ROY		0.009538%	0.009538%
MILLER, LINDA M.	ROY		0.007630%	0.007630%
MILLER, MARION	ROY		0.467864%	
MOBERG, CLARENCE	ROY		0.001908%	
MYERS, KAREN LEE	ROY		0.003815%	
OLSON, DAVID JAMES	ROY		0.002544%	
OLSON, JAMES	ROY		0.007630%	
OLSON, ROBERT BRUCE	ROY		0.002544%	
OLSON, STEPHEN PAUL	ROY		0.002544%	
DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	ROY		0.045783%	0.045783%
PARKER, ROBERT & JUDY	ROY		0.375426%	
ROE, THOMAS RAY	ROY		0.010174%	
ROSE, PEGGY COLLEN	ROY		0.001431%	
SHECK, MICHELLE MCGUFFIN	ROY		0.000715%	
ST. AGNES CHURCH OF COX	ROY		0.008343%	
TALBOTT LIVING TRUST	ROY		0.375425%	
TERRY, JOANN MARIE	ROY		0.002861%	
TIERNEY, ROBIN	ROY		0.152611%	0.152611%
TRAVERS EDUCATIONAL TRUST	ROY		3.881565%	3.881565%
ALYCE TRAVERS FAMILY TRUST	ROY		1.799442%	1.799442%
WHITEHOUSE, ESTER	ROY		0.007630%	0.007630%
WOODBURY, KATHLEEN S.	ROY		0.001431%	
A.L.E. RESOURCES, LLC	ORRI		0.025143%	0.025143%
ALMON, GEORGE DANIEL	ORRI		0.000708%	0.000708%
AVALON CONSULTING INC.	ORRI		0.024457%	0.024457%
BERGET, SHARON K.	ORRI		0.035549%	0.035549%
CARRELL ENTERPRISES, INC.	ORRI		0.794413%	0.794413%
CHESSMAN ENERGY, LLC.	ORRI		0.025397%	0.025397%
DANE, W. DANIEL	ORRI		0.000136%	
DLD ENTERPRISES, L.L.C.	ORRI		0.013374%	
EDMONDS ENERGY CORP.	ORRI		0.131554%	0.131554%
FILLINGHAM, ROBERT A.	ORRI		0.000113%	
HEADINGTON OIL CO. LLC	ORRI		0.084106%	0.084106%
ARLEN B HENNEMAN, ETUX LIVING TRUST	ORRI		0.036632%	0.036632%
HOMER, C. JAMES	ORRI		0.000062%	0.000062%
KENNETH D. LUFF TRUST DATED 12/1/92	ORRI		1.515672%	1.515672%
JWC RESOURCES, LLC	ORRI		0.026326%	0.026326%
KATS RESOURCES LLC	ORRI		0.018044%	0.018044%
KLT RESOURCES, LLC	ORRI		0.130612%	0.130612%
DANIEL J. O'SHAUGHNESSY TRUST DTD 8/1/90	ORRI		0.645755%	0.645755%
PENWELL PROPERTIES, LLC	ORRI		0.038230%	0.038230%
PICKARD, ROBERT M.	ORRI		0.012572%	0.012572%
R&G RESOURCES, LLC	ORRI		0.000763%	0.000763%
RG OIL VENTURES, INC.	ORRI		0.015120%	0.015120%
SIPPEL FREEMAN LLC	ORRI		0.033389%	0.033389%
TAYLOR, NEAL A.	ORRI		0.006286%	
WARE, JEFFREY V.	ORRI		0.025143%	0.025143%
		Total Royalty	17.537008%	13.790674%
		Percent of Royalty Owners Ratifying Unit		78.637553%

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Jonye C Adams
By (signature): Jonye C Adams By (spouse): _____
Address: P.O. Box 441013 (if held jointly) _____
Aurora Co 80044 Date Executed: May 26, 2012

ACKNOWLEDGMENT

STATE OF CO)
COUNTY OF ARAPAHOE) ss.

On this 26th day of May, 2012, before me, personally appeared Jonye C Adams, known to me to be the person

who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 11-09-2013

Jayesh Nair
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

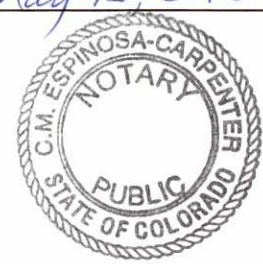
IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his or her signature.

Company, Trust or Individual Name(s) (typed or printed): George Daniel Almon

By (signature): George Daniel Almon By (spouse): _____
(if held jointly)

Address: 910 OLIVE ST.
DENVER, COLORADO 80220 Date Executed: May 15, 2012

ACKNOWLEDGMENT



STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 15th day of May, 2012, before me, personally appeared George Daniel Almon, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 1-11-16 C.M. Espinosa - Carpenter
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): AVALON CONS. INC.

By (signature): Jim Bailey, President

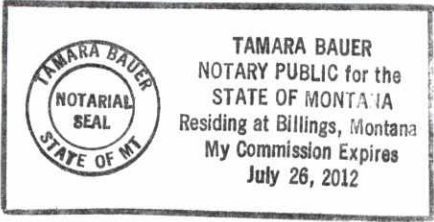
By (spouse): _____
(if held jointly)

Address: 4129 Julaura Ln
Billings, MT 59106

Date Executed: 05/31/2012

STATE OF Montana)
COUNTY OF Yellowstone) ss.

ACKNOWLEDGMENT



On this 31 day of May, 2012, before me, personally appeared James Bailey, President of Avalon Consulting, Inc., known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 07-26-2012

Tamara Bauer
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Sharon K. Berget

By (signature): Sharon K. Berget By (spouse): _____
(if held jointly)

Address: 2486 S. Laramie Way
Aurora, CO 80014 Date Executed: May 15, 2012

ACKNOWLEDGMENT

STATE OF Colorado)
COUNTY OF Denver) ss.

On this 15th day of May, 2012, before me, personally appeared Sharon K. Berget who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 6/24/2015



Kristal Davila
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Chessman Energy, LLC

By (signature): [Signature] By (spouse): _____
(if held jointly)

Address: 33722 Meadow Mountain Rd
Evergreen, CO 80439 Date Executed: 5/14/12

ACKNOWLEDGMENT

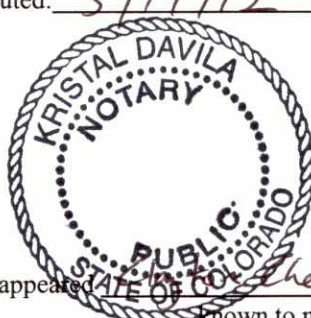
STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 14th day of May, 2012, before me, personally appeared Member, Chessman Energy, LLC known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 6/24/2015

Kristal Davila
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

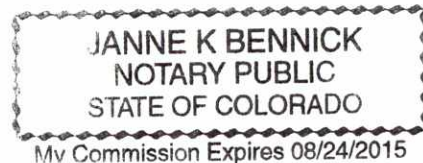
Company, Trust or Individual Name(s) (typed or printed): DEOSH FLP

By (signature): [Signature], VP By (spouse): _____
(if held jointly)

Address: PO Box 13408 Date Executed: 5/25/12
DENVER CO 80201

STATE OF Colorado)
COUNTY OF Denver) ss.

ACKNOWLEDGMENT



On this 25 day of May, 2012, before me, personally appeared Michael W. D'Shaughnessy, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 8/24/15

[Signature]
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): EAGLE INVESTMENTS

By (signature): [Signature] By (spouse): _____
(if held jointly)

Address: 10850 E NAV. Hwy.
TRAVERSE City, MI
49684

Date Executed: May 18, 2012

ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF Grand Traverse) ss.

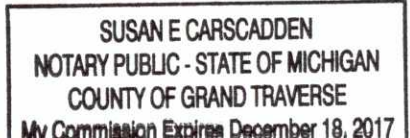
On this 18th day of May, 2012, before me, personally appeared Kelly E. Miller, known to me to be the person

who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: Dec. 18, 2017

[Signature]
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Edmonds Energy Corp.

By (signature): [Signature]

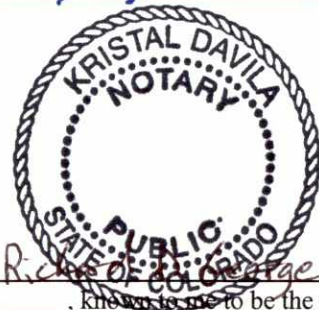
By (spouse): _____
(if held jointly)

Address: 8027 West Harvard Drive
Lakewood, CO 80227

Date Executed: May 15, 2012

STATE OF Colorado)
COUNTY OF Denver) ss.

ACKNOWLEDGMENT



On this 15th day of May, 2012, before me, personally appeared Richard [Signature] President Edmonds Energy Corp., known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 6/24/2015

Kristal Davila
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Ferris Family Revocable Trust

By (signature): Richard A. Ferris

By (spouse): _____
(if held jointly)

Address: 16258 E. Nassau Dr

Date Executed: May 23, 2012

Aurora, CO 80013

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Denver)

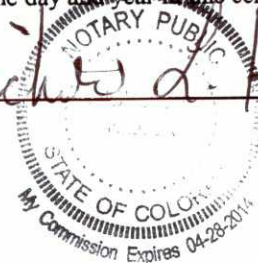
On this 23 day of May, 2012, before me, personally appeared Richard A. Ferris

_____, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year to this certificate first above written.

My Commission Expires: 4-28-14

Michael D. Hiller
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Fortin Enterprises, Inc.
By (signature): Danielle H. Moore, President By (spouse): _____
Address: 201 Chilean Ave. (if held jointly) _____
Palm Beach, FL 33480 Date Executed: 5/21/2012

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Palm Beach) ss.

On this 21st day of May, 2012, before me, personally appeared Danielle H. Moore,
President of Fortin Enterprises, Inc., known to me to be the person
who is described in, and who executed the within instrument and acknowledged to me that (he, she, or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: May 29, 2013 Jacqueline B. Rogers
Notary Public



JACQUELINE B. ROGERS
MY COMMISSION # DD 855944
EXPIRES: May 29, 2013
Bonded Thru Budget Notary Services

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Kelly P. Coleman, Partner, Hancock Enterprises

By (signature): Kecoy Coleman

By (spouse): _____
(if held jointly)

Address: PO Box 2527
Billings, MT 59103

Date Executed: June 7, 2012

ACKNOWLEDGMENT

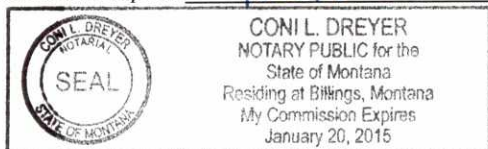
STATE OF Montana)
) ss.
COUNTY OF Yellowstone)

On this 7th day of June, 2012, before me, personally appeared Kelly P. Coleman, Partner of Hancock Enterprises, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 1/20/2015

Coni L Dreyer
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): HEADINGTON OIL COMPANY LLC

By (signature): *[Signature]*
Gary McKay, Vice President-Land

By (spouse): _____
(if held jointly)

Address: 2711 N. Haskell Ave., Ste 2800
Dallas, Texas 75204

Date Executed: May 30, 2012

ACKNOWLEDGMENT

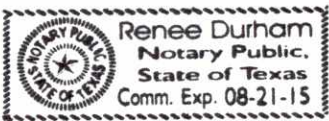
STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 30th day of May, 2012, before me, personally appeared Gary McKay, Vice President of Land for Headington Oil Company LLC, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, ~~she or they~~) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 08-21-2015

[Signature]
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

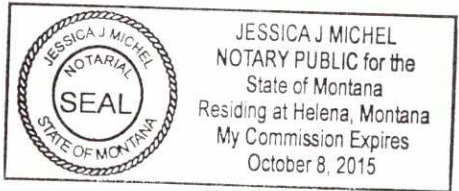
Company, Trust or Individual Name(s) (typed or printed): JWC Resources, LLC

By (signature): William C. Carrigan, Member By (spouse): _____
(if held jointly)

Address: 7500 Priest Pass Rd
Helena, MT 59601 Date Executed: 05/21/2012

STATE OF Montana)
) ss.
COUNTY OF Lewis & Clark)

ACKNOWLEDGMENT



On this 21st day of May, 2012, before me, personally appeared William C. Carrigan, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 10/8/2015

Notary Public Jessica J. Michel

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): KATS RESOURCES LLC

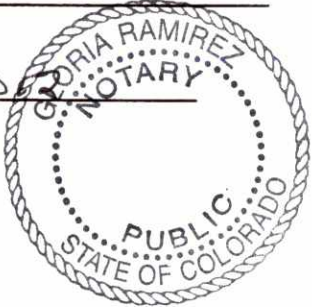
By (signature): Kathleen R Schell

By (spouse): _____

(if held jointly)

Address: 7652 So Cove Circle
Centennial, Co 80122

Date Executed: 5/14/2012



ACKNOWLEDGMENT

STATE OF Colorado)
COUNTY OF Denver) ss.

On this 14th day of May, 2012, before me, personally appeared Kathleen R. Schell
Member on behalf of KATS Resources LLC, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

My Commission Expires: 8/21/2014

Gloria Ramirez
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Kenneth D. Luff, Trustee

By (signature): *Kenneth D. Luff*

By (spouse): _____
(if held jointly)

Address: 1580 Lincoln St., Suite 850
Denver, CO 80203

Date Executed: May 14, 2012

ACKNOWLEDGMENT

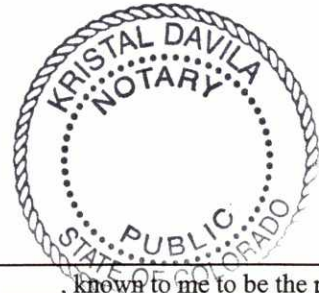
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 14th day of May, 2012, before me, personally appeared Kenneth D. Luff, Trustee, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: ~~1/11/16~~ 6/24/2015

Kristal Davila
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): JON DAVID LUFF REVOCABLE TRUST
By (signature): [Signature] By (spouse): Eileen P. Kavanagh
(if held jointly)
Address: 404 RIVERSIDE DR. APT#2C
NEW YORK, NY Date Executed: 5/23/2012

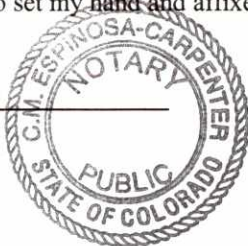
ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 23rd day of May, 2012, before me, personally appeared Jon David Luff and Eileen P. Kavanagh, Trustees of the Jon David Luff Revoc Trust, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 1-11-16



C.M. Espinosa-Carpenter
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Donald P. McCourt Trust
By (signature): Donald P. McCourt Trustee By (spouse): _____
Address: 2125 STONECROP WAY (if held jointly)
Golden, CO. 80401 Date Executed: _____

ACKNOWLEDGMENT

STATE OF Colorado)
COUNTY OF Denver) ss.

On this 21st day of May, 2012, before me, personally appeared Donald P. McCourt
Trustee of Donald P. McCourt Trust, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: May 28, 2015

Heather M. Berry
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): PURVIS A. MCLOURT TRUST
 By (signature): Donald P. McLourt TRUSTEE By (spouse): _____
 Address: 2125 Stonecrop Way (if held jointly) _____
Golden, CO 80401 Date Executed: _____

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
 COUNTY OF Denver)

On this 21st day of May, 2012, before me, personally appeared Donald P. McLourt, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: May 28, 2015

Deborah McQuerry
 Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

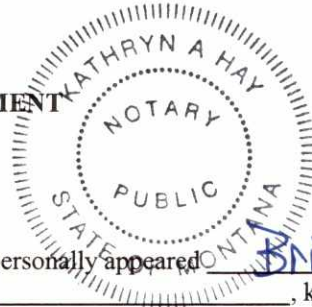
The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Nance Resources, Inc.
By (signature): [Signature] By (spouse): _____
Address: PO Box 7027 (if held jointly) _____
Billings, MT 59103 Date Executed: June 5, 2012



STATE OF Montana)
COUNTY OF Yellowstone) ss.
On this 5th day of June, 2012, before me, personally appeared Brian R. Gebell
_____, known to me to be the person

who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.
In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 9/22/12 Kathryn A. Hay
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed):

Andrew M.S. Nash and Norma D. Nash Trust

By (signature):

Andrew M.S. Nash - Trustee

By (spouse):

Norma D. Nash Trustee

(if held jointly)

Address:

6323 S. Arapahoe Ct.

Date Executed:

1 June 12

Englewood CO 80111-5441

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF Arapahoe)

On this 1 day of June, 2012, before me, personally appeared Andrew M.S. Nash and Norma D. Nash, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 1-17-2016

Nancy LaPorte
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

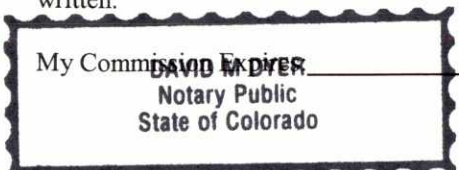
Company, Trust or Individual Name(s) (typed or printed): Daniel J. O'Shaughnessy Trust 8-1-90
By (signature): Daniel J. O'Shaughnessy By (spouse): _____
Address: 4880 S. Franklin (if held jointly) _____
Englewood, CO 80113 Date Executed: 5/17/12

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

On this 17 day of May, 2012, before me, personally appeared Daniel J. O'Shaughnessy, Trustee, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

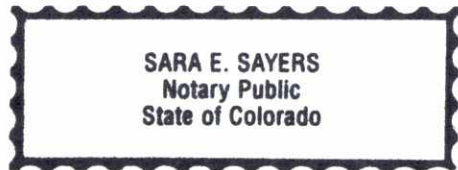
This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): PAMCO INVESTMENTS CORP
 By (signature): [Signature] By (spouse): —
 (if held jointly)
 Address: 7112 W. Jefferson Ave Ste 105
Denver, CO. 80235 Date Executed: May 21st 2012

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
 COUNTY OF Denver)



On this 21st day of May, 2012, before me, personally appeared Alfred R. Powell, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 04/28/2015

[Signature]
 Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Robert R. Penn, President of Penn Resources, Inc., General Partner of Penwell Properties, L.P.

By (signature): *Robert R. Penn* By (spouse): _____ (if held jointly)

Address: TWO TURLE CREEK VILLAGE 3538 OAK LAWN, SUITE 1216 DALLAS, TX 75219 Date Executed: 5/18/12

ACKNOWLEDGMENT

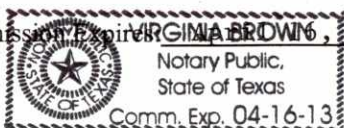
STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 18th day of May, 2012, before me, personally appeared Robert R. Penn President of Penn Resources, Inc., General Partner

known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires VIRGINIA BROWN, 2013



Virginia Brown
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): R+G Resources L.L.C.
By (signature): Rick Fretheim, Member By (spouse): _____
Address: P.O. Box 414 (if held jointly) _____
Bowman, ND 58623 Date Executed: 5-21-12

ACKNOWLEDGMENT

STATE OF North Dakota)
COUNTY OF Bowman) ss.

On this 21 day of May, 2012, before me, personally appeared Rick Fretheim, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: Sept. 20, 2012

Barbara C. SeDevie
Notary Public
BARBARA C. SEDEVIE
Notary Public
State of North Dakota
My Commission Expires Sept. 20, 2012

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): RG Oil Ventures Inc.
By (signature): Robert C. Arceneaux By (spouse): _____
Address: 3832 S. Golden Ct (if held jointly) _____
Denver CO 80235 Date Executed: 5-24-12

ACKNOWLEDGMENT

STATE OF Colorado)
COUNTY OF Denver) ss.

On this 24th day of May, 2012, before me, personally appeared Robert C. Arceneaux, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 6/24/2015

Kristal Danila
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): SIPPEL FREEMAN LLC
By (signature): Mark A. Sippel By (spouse): _____
Address: 975 FOREST ST (if held jointly) _____
DENVER, CO 80220 Date Executed: 15 MAY 2012

STATE OF Colorado)
COUNTY OF Denver) ss.

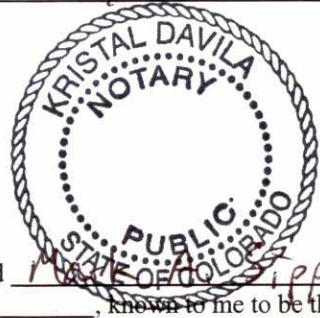
ACKNOWLEDGMENT

On this 15th day of May, 2012, before me, personally appeared Sippel Freeman LLC, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 6/24/2015

Kristal Davila
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

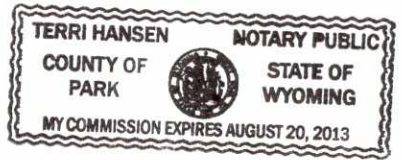
Company, Trust or Individual Name(s) (typed or printed): John A. Steele Trust

By (signature): Linda R Skeen, Trustee By (spouse): _____
(if held jointly)

Address: 3308 Owens Ave
Cody, WY 82414 Date Executed: 5-23, 2012

STATE OF Wyoming)
) ss.
COUNTY OF Park)

ACKNOWLEDGMENT



On this 23rd day of May, 2012, before me, personally appeared Linda R Skeen
Trustee of the John A. Steele Trust, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: August 20, 2013

Terri Hansen
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Pamela L. Troyer

By (signature): Pamela L. Troyer

By (spouse): _____
(if held jointly)

Address: 741 Kearney St
Denver, CO 80220

Date Executed: 5/24/2012

STATE OF Colorado)
COUNTY OF Denver) ss.

ACKNOWLEDGMENT

On this 24th day of May, 2012, before me, personally appeared Pamela L. Troyer, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 6/24/2015

Kristal Davila
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Worldwide Exploration Corporation
 By (signature): *[Signature]* By (spouse): _____
 Address: 201 S. Rose St. STE 3300 (if held jointly)
Kalamazoo MI 49007 Date Executed: 5/22/2012

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss.
 COUNTY OF KALAMAZOO)

On this 22nd day of MAY, 2012, before me, personally appeared Michael J. Miller,
Vice-President of Worldwide Exploration Corporation, known to me to be the person
 who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: _____

MARLITA A. WALKER Notary Public, State of Michigan County of Allegan My Commission Expires Mar. 28, 2013 Acting in the County of <u>Kalamazoo</u>

Marlita A Walker
 Notary Public, Allegan County MI

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Georgia Alverson

By (signature): Georgia Alverson By (spouse): _____
(if held jointly)

Address: 26 Horicon Ave
Colens Falls, NY 12801 Date Executed: 5/22/2012

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Warren) ss.

On this 22 day of May, 2012, before me, personally appeared Georgia Alverson, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: DEBBIE A. CAMERON
Notary Public, State of New York
No. 01CA4887744
Qualified in Warren County
My Commission Expires 5-18-15

Debbie A. Cameron
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Joan Bail

By (signature): Joan Bail By (spouse): _____
(if held jointly)

Address: 730 Shursuan St.
Hurgis, SD Date Executed: _____

ACKNOWLEDGMENT

STATE OF SD.)
) ss.

COUNTY OF Meade)

On this 21 day of May, 2012, before me, personally appeared Joan Bail, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: _____
MARCELLA LARSEN
NOTARY PUBLIC
My Commission Expires 12-21-13

Marcella Larsen
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Wade Bail

By (signature): Wade Bail

By (spouse): _____
(if held jointly)

Address: PO Box 84
BvtHob SD 57720

Date Executed: 6-6-12

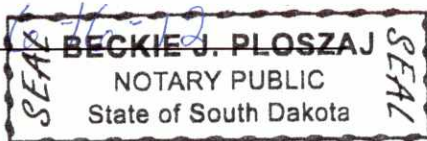
ACKNOWLEDGMENT

STATE OF South Dakota)
COUNTY OF Harding) ss.

On this 6th day of June, 2012, before me, personally appeared Wade Bail, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:



Beckie J. Ploszaj
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Nancy G Carver
By (signature): Nancy G Carver By (spouse): _____
Address: 12027 SE 60th #F (if held jointly)
Belleveue WA 98006 Date Executed: 5-19-12

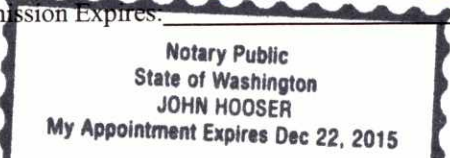
ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF King) ss.
On this 19th day of MAY, 2012, before me, personally appeared Nancy G. Carver

known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: Dec 22 2015



Notary Public [Signature]

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed):

Wilma C Dick

By (signature):

Wilma C Dick

By (spouse):

X

(if held jointly)

Address:

1037 Kingsburg
Belle Fourche, SD
57717

Date Executed:

05-29-12

ACKNOWLEDGMENT

STATE OF South Dakota)

COUNTY OF Butte) ss.

On this 29th day of May, 2012, before me, personally appeared Wilma C. Dick

_____, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Barbara Lamb
Notary Public, State of South Dakota
My Commission Expires March 8, 2016

My Commission Expires:

3-08-16

Barbara Lamb
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): MONTE DEAN EGELAND

By (signature): *Monte Dean Egeland*

By (spouse): _____
(if held jointly)

Address: 884 PIOVANA CT
CARLSBAD CA 92011

Date Executed: 02 JUN 2012

ACKNOWLEDGMENT

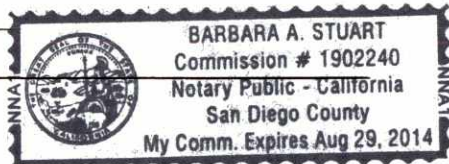
STATE OF California)
COUNTY OF San Diego) ss.

On this 2nd day of JUNE, 2012, before me, personally appeared MONTE DEAN EGELAND, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he) she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: Aug 29, 2014

Barbara A. Stuart
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed):

Ruth Foust Trust

By (signature):

Vera Boje, trustee

By (spouse):

(if held jointly)

Address:

840 N Spruce St #26
Rapid City SD 57701

Date Executed:

5/23/12

ACKNOWLEDGMENT

STATE OF South Dakota)

COUNTY OF Pennington) ss.

On this 23RD day of May, 2012, before me, personally appeared Vera Boje

_____ , known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

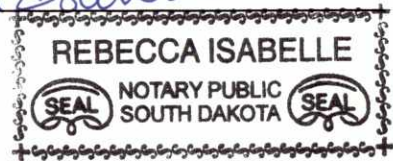
In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: _____

Rebecca Isabelle
My Commission Expires
November 30, 2016

Notary Public

Rebecca Isabelle



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Raymond C Hoffman
By (signature): Raymond C Hoffman By (spouse): _____
Address: 650 Pataha Creek Rd. (if held jointly) _____
Pomeroy, WA 99347 Date Executed: _____

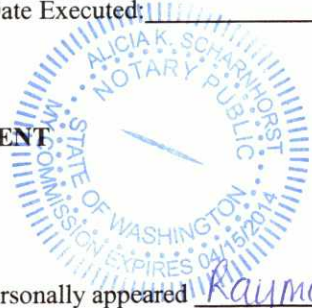
ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Asotin) ss.

On this 18 day of May, 2012, before me, personally appeared Raymond C. Hoffman, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 4/15/2014


Alicia K. Scharnhorst
Notary Public

QUITCLAIM DEED

Jean R. Johnson, a married woman claiming homestead elsewhere, **Grantor** of 19665 Mossing Lane, Spearfish, South Dakota, conveys and quitclaims to **Edwin L. Johnson and Jean R. Johnson, Trustees of the Johnson Family Living Trust UAD 11/25/96**, 19665 Mossing Lane, Spearfish, South Dakota, **Grantee**, all of grantors right title and interest, including any after acquired title interests, in the oil, gas and other mineral rights in the following described real property:

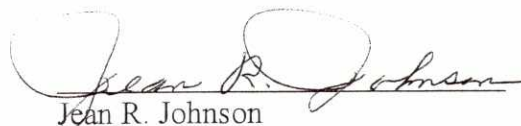
Township 22 North, Range 5 East, BHM, Harding County, South Dakota.

Section 7: Lots 1, 2, 3 & 4; and, NE1/4SW1/4.

Township 23 North, Range 5 East, BHM, Harding County, South Dakota.

Section 31: Lots 3, 4; and E1/2SW1/4.

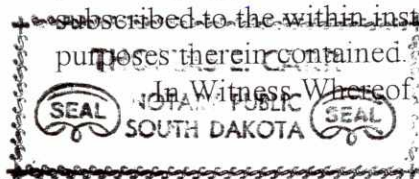
Dated this 4th day of March, 2002.


Jean R. Johnson

State of South Dakota)
) ss.
County of Lawrence)

Exempt From Transfer Fee _____

On this the 4th day of March, 2002, before me, the undersigned officer, personally appeared Jean R. Johnson, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.



In Witness Whereof, I have set my hand and official seal.



Notary Public

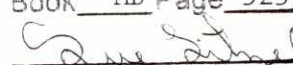
(SEAL) My commission expires: _____
My commission expires: _____

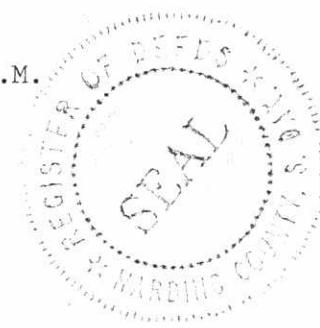
My Commission Expires Sept. 6, 2004

Exempt from transfer fee: SDCL 43-4-(18).

Prepared by Thomas E. Carr
PO Box 940
Spearfish, SD 57783-0940
(605)642-2725

- ✓ Recorded
- ✓ Compared
- ✓ Grantor
- ✓ Grantee
- ✓ Numerical

No. 02-185
Record 3/6/02 1:30 P.M.
Book 14 MD Page 525

Register of Deeds
Harding County
FEE: \$10.00 pd-ck



Returned To:
Edward & Jean Johnson
19665 Mossing Lane
Spearfish, S.D. 57783

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Ronald R. Johnson

By (signature): *Ronald R. Johnson*

By (spouse): _____
(if held jointly)

Address: 609 6th Avenue West
Lemmon, SD 57638

Date Executed: _____

ACKNOWLEDGMENT

STATE OF South Dakota)
) ss.
COUNTY OF Perkins)

On this 25th day of May, 2012, before me, personally appeared Ronald R. Johnson, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that ~~he~~ she or they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission Expires: 08-25-2016

Anne Ellingson
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): JAMES S. LANG

By (signature): James S. Lang

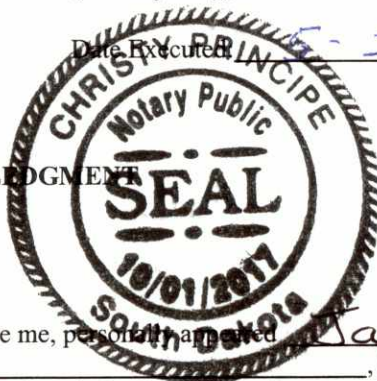
By (spouse): _____
(if held jointly)

Address: 5 Apple Valley Ln
Spearfish, S.D. 57783

Date Executed: 5-21-12

STATE OF South Dakota
COUNTY OF Lawrence) ss.

ACKNOWLEDGMENT



On this 21 day of May, 2012, before me, personally appeared James Lang, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: October 01, 2017

Christy Pringle
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Andrew F. McGuffin
By (signature): Andrew F. McGuffin By (spouse): _____
Address: 80 Whitcomb Ave. (if held jointly) _____
Umatilla, FL 32784 Date Executed: May 30, 2012

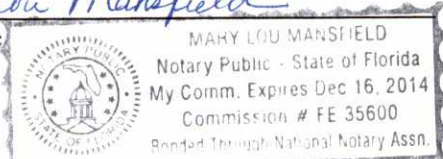
ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Lake) ss.

On this 30 day of May, 2012, before me, personally appeared Andrew McGuffin, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: Dec 16, 2014

Mary Lou Mansfield
Notary Public


**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): August L. McGuffin
 By (signature): August L. McGuffin By (spouse): _____
 Address: 63 MacBeth Pl. (if held jointly)
Sequim, WA 98382 Date Executed: 5/23/2012

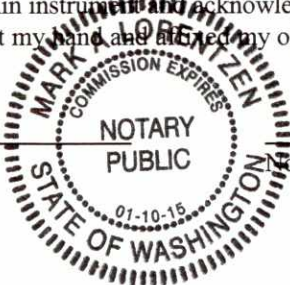
ACKNOWLEDGMENT

STATE OF Washington)
) ss.
 COUNTY OF Clallam)

On this 23 day of May, 2012, before me, personally appeared August L. McGuffin
me, known to me to be the person
 who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 1/10/15



Mark A. Grafton
 Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): DAVID W. MCGUFFIN

By (signature): David W. McGuffin

By (spouse): _____
(if held jointly)

Address: 78 HALLER LANE
FRANKLIN NC 28734

Date Executed: May 16, 2012

ACKNOWLEDGMENT

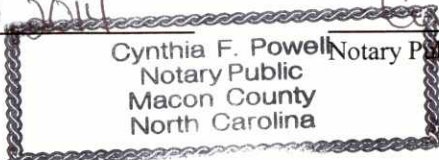
STATE OF North Carolina)
) ss.
COUNTY OF MACON)

On this 16th day of MAY, 2012, before me, personally appeared David W. McGuffin, known to me to be the person

who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: Feb. 22, 2011 Cynthia F. Powell



Cynthia F. Powell

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): SCOTT D. MCGUFFIN
By (signature): _____ By (spouse): _____
(if held jointly)
Address: 149 Shaw Road
NORTHFIELD, NH 03276 Date Executed: 5/29/12

ACKNOWLEDGMENT

STATE OF NH)
COUNTY OF Belknap) ss.

On this 29th day of May, 2012, before me, personally appeared Scott D. McGuffin, known to me to be the person

whose name is subscribed to the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above

My Commission Expires: 12/3/2013

Linda R. Hansen
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): ANN MCGUFFIN MERRITT
By (signature): *Ann McGuffin Merritt* By (spouse): _____
Address: 2423 HARMONY MILL LOFTS (if held jointly) _____
COHOES, NY 12047 Date Executed: 24 MAY 2012

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Albany) ss.

On this 24 day of may, 2012, before me, personally appeared Ann McGuffin Merritt, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: June 4, 2015
MICHELLE M DRAGON *Michelle M Dragon*
01DR6167671 Notary Public
Notary Public, State of New York
Qualified in Albany County
My commission expires JUNE 4th, 2015

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Linda Miller

By (signature): Linda Miller

By (spouse): _____
(if held jointly)

Address: 4200 SE somewhere Dr
Milwaukie, OR 97222

Date Executed: 5-31-2012

ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Clackamas) ss.

On this 31st day of May, 2012, before me, personally appeared Linda M Miller, known to me to be the person

who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 03/27/2016

[Signature]
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Robin Tierney

By (signature): Robin Tierney By (spouse): _____

Address: 14076 E. Howl Rd (if held jointly) _____

Oral SD 57766 Date Executed: 6-7-12

ACKNOWLEDGMENT

STATE OF North Dakota)

COUNTY OF Williams) ss.

On this 7th day of June, 2012, before me, personally appeared Robin Tierney, known to me to be the person

who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 4/14/2017

HAZEL V. IVERSON Notary Public Notary Public State of North Dakota My Commission Expires April 14, 2017
--

Hazel V. Iverson

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): Alyce B Travers Family Trust
 By (signature): [Signature] By (spouse): _____
 (if held jointly)
 Address: 116 West Villard
Dickinson, ND 58601 Date Executed: 6/7/12

ACKNOWLEDGMENT

STATE OF North Dakota)
) ss.
 COUNTY OF Stark)

On this 4th day of June, 2012, before me, personally appeared Thomas W. Reichert, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:



[Signature]
 Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

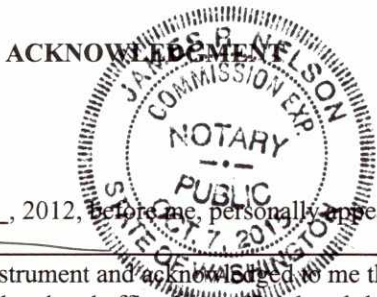
IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date set forth opposite his or her signature.

Company, Trust or Individual Name(s) (typed or printed) Esther Whitehouse

By (signature) Esther Whitehouse By (spouse): _____
(if held jointly)

Address: 137 HECTOR RD
GOLDENDALE WA 98620 Date Executed: 5-23-2012

STATE OF WASHINGTON)
COUNTY OF BUCKINGHAM) ss.



On this 23rd day of May, 2012, before me, personally appeared Esther Whitehouse, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 10-7-2015

James R. Nelson
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): A.L.E. Resources

By (signature): Lisa Wagon

By (spouse): _____
(if held jointly)

Address: 9928 E Ida Ave
Greenwood Village CO
80111

Date Executed: _____

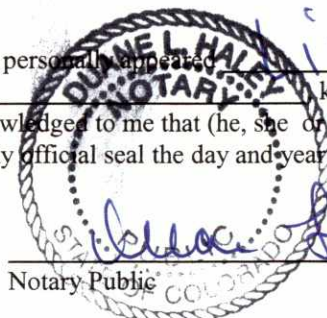
ACKNOWLEDGMENT

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

On this 21st day of May, 2012, before me, personally appeared Lisa Wagon known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 8-2-2014


Notary Public Daniel Hale

My Commission Expires 08/02/2014

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): C James Homer

By (signature): C James Homer

By (spouse): _____
(if held jointly)

Address: 11640 E MONTANA PL
AURORA CO 80012

Date Executed: 5/29/12

ACKNOWLEDGMENT

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

On this 29 day of May, 2012, before me, personally appeared C James Homer

_____, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 3-15-14



Melanie Bunch
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed):

Robert M. Pickard

By (signature):

[Signature]

By (spouse):

(if held jointly)

Address:

9400 E. ILLIFF #234

Denver CO 80231

Date Executed:

5/18/12

STATE OF Colorado)
COUNTY OF Denver) ss.

ACKNOWLEDGMENT

**Maliheh Sanati
NOTARY PUBLIC
STATE OF COLORADO
MY COMM. EXP. 04/17/2016**

On this 18 day of May, 2012, before me, personally appeared Robert M. Pickard, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:

04/17/16

[Signature]
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT
OR UNIT OPERATING AGREEMENT, OR BOTH
TRAVERS RANCH RED RIVER UNIT
HARDING COUNTY, SOUTH DAKOTA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an agreement entitled "Unit Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", dated May 11, 2012, provides that any owner of a Royalty Interest or Working Interest, or both, in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, a companion agreement entitled "Unit Operating Agreement, Travers Ranch Red River Unit Area, Harding County, South Dakota", of like date, likewise provides that any owner of a Working Interest in and to any Tract identified therein may approve such agreement by signing an instrument of approval; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest, Working Interest, or both, in and to one or more of the Tracts identified in said agreements.

NOW, THEREFORE, the undersigned owners of Royalty Interest hereby ratify, approve, adopt and confirm said Unit Agreement, as fully as though the undersigned had executed the original agreement, and the undersigned owners of Working Interest, or owners of both Working Interest and Royalty Interest, hereby ratify, approve, adopt and confirm both the Unit Agreement and the Unit Operating Agreement, as fully as though the undersigned had executed the original agreements.

The undersigned owners of Royalty Interest hereby acknowledge receipt of a full and true copy of the Unit Agreement and the undersigned owners of Working Interest hereby acknowledge receipt of full and true copies of both the Unit Agreement and the Unit Operating Agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, executors, assigns or successors in interest.

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

Company, Trust or Individual Name(s) (typed or printed): JEFFREY V WARE
 By (signature): JEFFREY V WARE By (spouse): _____
 (if held jointly)
 Address: PO BOX 29 Date Executed: 5/18/12
DENVER, CO 80201-0029

ACKNOWLEDGMENT



My Commission Expires 12/14/2014

STATE OF Colorado)
) ss.
 COUNTY OF Denver)

On this 18th day of May, 2012, before me, personally appeared Jeffrey V Ware, known to me to be the person who is described in, and who executed the within instrument and acknowledged to me that (he, she or they) executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 12/14/2014

Jessica A. Azzolina
 Notary Public

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
BOARD OF MINERALS AND ENVIRONMENT

RECEIVED
MAY 01 2012

DEPT OF ENVIRONMENT & NATURAL
RESOURCES - RAPID CITY

IN THE MATTER OF THE PETITION OF LUFF EXPLORATION)
COMPANY, FOR AN ORDER APPROVING THE OPERATIONS OF)
A PORTION OF THE TRAVERS RANCH FIELD, THE STATE LINE)
FIELD, AN THE YELLOW HAIR FIELD, CONSISTING OF THE)
SE/4 OF SECTION 28, THE E/2 OF SECTION 32 AND ALL OF)
SECTION 33, TOWNSHIP 23 NORTH, RANCH 5 EAST, AND THE)
N/2 OF SECTION 4, ALL OF SECTION 5, THE E/2 AND SW/4 OF)
SECTION 6, THE N/2 OF SECTION 7 AND THE NW/4 OF)
SECTION 8, TOWNSHIP 22 NORTH, RANGE 5 EAST, HARDING)
COUNTY, SOUTH DAKOTA, LOCATED ABOUT 20 MILES)
NORTH OF BUFFALO, SOUTH DAKOTA, AS THE TRAVERS)
RANCH RED RIVER UNIT; PROVIDING FOR THE RECOVERY)
OF RISK COMPENSATION FROM OWNERS WHO ELECT TO)
HAVE THEIR SHARE OF UNIT EXPENSES CARRIED;)
AMENDING EXISTING ORDERS TO INCLUDE ALL OF THE)
LANDS IN THE TRAVERS RANCH FIELD; APPROVING THE)
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT FOR)
THE UNIT; DESIGNATING LUFF EXPLORATION COMPANY AS)
UNIT OPERATOR; AND FOR OTHER RELIEF AS THE BOARD)
DEEMS APPROPRIATE.

CASE NO. 4-2012

AFFIDAVIT OF MAILING

RICHARD D. GEORGE, being duly sworn on oath, deposes and says that he is Manager of Engineering for Luff Exploration Company, the applicant in the above entitled matter, that under his direction there were mailed, by certified mail-return receipt requested, true and correct copies of Luff's Petitions and the Notice of Public Hearing in said matter to each of the persons/entities affected by the Petition. From review of the records of Luff Exploration Company, the persons/entities shown on the attached Exhibit "A" are those persons/entities affected by the Petition. Copies of the "Certified Mail Receipts" are attached hereto as Exhibit "B".

Related "green cards" and "red cards" (for international mail) received by May 11, 2012 will be Fedexed to SD-DENR to be received by May 14, 2012. Cards received by Luff after May 11th, will be submitted to SD-DENR prior to the hearing.


Richard D. George

STATE OF COLORADO)
COUNTY OF DENVER)



Sworn and subscribed before me on the 30th day of April, 2012



Gloria Ramirez - Notary Public
My Commission Expires 8/21/2014

Exhibit "A" Page 1 of 6
SD-DENR Case 4-2012
Hearing Date: June 14, 2012
To create Travers Ranch Red River Unit
Harding County South Dakota

Dan Adams
P. O. Box 2181
Rock Springs, WY 82902

A.L.E. Resources, LLC
9928 East Ida Avenue
Greenwood Village, CO 80111

RG Oil Ventures, Inc.
3822 South Golden Court
Denver, CO 80235

Joan Bail
730 Sherman Street
Sturgis, SD 57785

Bucy Properties, LLC
1775 Sherman Street, Suite 2950
Denver, CO 80203

William D. Campbell
317 Jade Street
Rock Springs, WY 82901-6758

Amy Louise Nance Cebull
P. O. Box 7027
Billings, MT 59103-7027

William B. Davis
6410 South Gibraltar Circle
Centennial, CO 80016

DLD Enterprises, L.L.C.
Attention: David Schaeenen
P. O. Box 2343
Billings, MT 59103

Joni Abramson
1323 Adams Street NE
Minneapolis, MN 55413-1439

Jonye C. Adams
P. O. Box 441013
Aurora, CO 80044

Georgia Alverson
26 Horicon Avenue
Glens Falls, NY 12801

Alvin A. Artzis Estate
Lois Artzis, Trustee
307 Benton Avenue
Missoula, MT 59801

Wade A. Bail
P. O. Box 84
110 Old Hwy 85
Buffalo, SD 57720

Mark P. Campbell
1804 Elk Street #129
Rock Springs, WY 82901

Carrell Enterprises, Inc.
5852 Big Horn Avenue
Sheridan, WY 82801

Marlene V. Conrad
1113 North 23rd Street
Billings, MT 59101

Deosh Limited Partnership
P. O. Box 13308
Denver, CO 80201

Eagle Investments Inc.
10850 East Traverse Highway
Suite 2275
Traverse City, MI 49684

Richard Abramson
3522 Harriet Avenue South, Apt. 101
Minneapolis, MN 55408

Rose Marie Ager
1525 North 3rd Street
Spearfish, SD 57783

William E. & Linda R. Anderson
1346 North Third Street
Spearfish, SD 57783

Avalon Consulting Inc.
4129 Julaura Lane
Billings, MT 59106

KLT Resources, LLC
Kenneth Barnhart
11680 Highway 10 West
Dickinson, ND 58601

Patrick J. Campbell
840 Rhode Island Avenue
Rock Springs, WY 82901

Nancy G. Carver
12027 SE 60th Street, #F
Bellevue, WA 98006

W. Daniel Dane
11 Biltmore Estates
Phoenix, AZ 85016

Wilma C. Dick
1037 Kingsbury
Belle Fourche, SD 57717

Ronald Egeland Living Trust dtd 9/30/03
Ronald Egeland, Trustee
P. O. Box 513
Miles City, MT 59301

Exhibit "A" Page 2 of 6
SD-DENR Case 4-2012
Hearing Date: June 14, 2012
To create Travers Ranch Red River Unit
Harding County South Dakota

Edwin J. Ferkingstad
443 South Sunnyside Drive
Caledonia, MN 55921

Fortin Enterprises, Inc.
Danielle Hickox Moore, President
201 Chilean Avenue
Palm Beach, FL 33480

Franklin Resources, Limited Partnership
4880 South Franklin Street
Englewood, CO 80113

Hancock Enterprises
P. O. Box 2527
Billings, MT 59103

Headington Royalty, Inc.
2711 N. Haskell Avenue, Suite 2800
Dallas, TX 75204

Pamela Ekblad
413 Addison Avenue
Eau Claire, WI 54703

G. James Hoffis
1410 N. Arkansas Terrace
Hernando, FL 34442

Mary E. Hussey
P. O. Box 3741
Greenwood Village, CO 80155-3741

Jean R. Johnson
19665 Mossing Lane
Spearfish, SD 57783

Monte Dean Egeland
884 Piovana Court
Carlsbad, CA 92011

Ferris Family Revocable Trust dtd 12/21/07
16258 East Nassau Drive
Aurora, CO 80013

Laurel L. Foust
10251 Eagles Nest Road
Ludlow, SD 57755

Gilbert Family Mineral Trust
Gary R. & Phyllis J. Gilbert, Trustees
10101 Eagles Nest Road
Ludlow, SD 57755

Robert W. Hayden
2761 Rockbridge Drive
Littleton, CO 80129

Headington Oil Co. LLC
2711 N. Haskell Avenue, Suite 2800
Dallas, TX 75204

John H. Hight
2302 Calloway Court
Pierre, SD 57501-8801

Raymond C. Hoffman
650 Pataha Creek Road
Pomeroy, WA 99347

Elizabeth Janssen
956 North Garfield
Pocatello, ID 83204

Lonney Dale Johnson
1756 Hollywood Avenue
Winter Park, FL 32789

Susan Theodora Eisenberg
600 South 2nd Street, #603
Minneapolis, MN 55401

Robert A. Fillingham
4300 43rd Street South
St. Petersburg, FL 33711

Ruth Foust Trust
Vera Boje, Successor Trustee
840 North Spruce St., #26
Rapid City, SD 57701

Janet S. Greenberg Revocable Trust
Janet Greenberg & Debra Ann Lewin, Trustees
3412 Oak Ridge Rd., #209
Minnetonka, MN 55305

Lora L. Hayden
2761 Rockbridge Drive
Littleton, CO 80129

Arlen Boyd Henneman & Patricia
Ann Henneman Living Trust dated 1/20/04
102 Desmet Landing
Polson, MT 59860

Kermit Hoffert Living Trust
Timothy Robert Hoffert, Successor Trustee
2515 33rd Street SW
Fargo, ND 58103

C. James Homer
11640 East Montana Place
Aurora, CO 80012

Clair C. Janvrin, Jr.
12548 Cox Road
Ludlow, SD 57755

Marilyn E. Johnson
836 Walnut Street
Madison, TN 37115

Exhibit "A" Page 3 of 6
SD-DENR Case 4-2012
Hearing Date: June 14, 2012
To create Travers Ranch Red River Unit
Harding County South Dakota

Alice M. Koball
Cedar Court Apt. 502,
18 10th Street Nw
Adams, MN 55909-9756

Kuhn Oil Company Inc.
P. O. Box 129
Timber Lake, SD 57656

Loin Energy Corporation
Citizens Bank
P. O. Box 1700
Kilgore, TX 75663

Kevin D. Luff
850 6th Street
Boulder, CO 80302

Donald P. McCourt Trust
Purnee A. McCourt Trust
2125 Stonecrop Way
Golden, CO 80401

August L. McGuffin
63 Macbeth Place
Sequim, WA 98382

Donald R. McGuffin
3205 Benmark Village
Flint, MI 48506

Michelle A. McGuffin Sheck
4100 Fenton Road, #1
Flint, MI 48507

Sarellen McIntyre
7010 South Uinta
Englewood, CO 80112

Ronald R. Johnson
609 6th Avenue West
Lemmon, SD 57638

Kohlman Partnership
Attn: Valerie J. Kohlman
17 Sharpe Court
Longmont, CO 80501

James S. Lang
5 Apple Valley Lane
Spearfish, SD 57783-1145

Bonnie K. Loudon
1700 Maydale Drive
Silver Springs, MD 20905-5556

2005 Luff Family Revocable Trust
Steven A. & Rundi N. Luff, Co-Trustees
138 South Edinburgh Avenue
Los Angeles, CA 90048

Kelly & Rosemary McGreer, JT
Box 18
Antelope, OR 97001

Charles McGuffin, Jr.
17199 90th Terrace
Live Oak, FL 32060

Helen S. McGuffin
14209 Fiddlers Ridge Road
Midlothian, VA 23112

Robert E. McGuffin, Sr.
18334 Crystal Lakes Dr.
North Royalton, OH 44133

Ann D. McGuffin Merritt
2324 Harmony Mill Lofts
Cohoes, NY 12047-1462

JWC Resources, LLC
7500 Priest Pass Road
Helena, MT 59601

Larry D. Krause
3009 Marguerite Blvd.
Billings, MT 59102

Lario Oil & Gas Company
301 South Market Street
Wichita, KS 67202

Jon David Luff Revocable Trust
Jon D. Luff & Eileen P. Kavanagh, TTEE
404 Riverside Drive, #2C
New York, NY 10025

Manion Family LLC
366 South York Street
Denver, CO 80209

Andrew F. McGuffin
80 Whitcomb Ave.
Umatilla, FL 32784

David McGuffin
148 Bryson Park Road
Franklin, NC 28734

Kevin Kelly McGuffin
6362 Pointe North Drive
Grand Blanc, MI 48439

Scott Denison McGuffin
149 Shaw Road
Northfield, NH 03276

Linda M. Miller
4200 Se Somewhere Drive
Milwaukie, OR 97222

Exhibit "A" Page 4 of 6
SD-DENR Case 4-2012
Hearing Date: June 14, 2012
To create Travers Ranch Red River Unit
Harding County South Dakota

Keith L. Mohl Trust Dated 2/8/99
Keith L. & Marlene Mohl, Co-Trustees
2111 Elizabeth Street
Billings, MT 59102-2111

Robert Scott Nance Trust
Robert L. Nance, Trustee
P. O. Box 7027
Billings, MT 59103-7027

Leslie N. Njos
Box 977
Baker, MT 59313

Robert Bruce Olson
3 Dovecote Close
Princes Risborough
Buckinghamshire, England HP27 9JU

Pamco Investments Corp.
7112 West Jefferson Avenue, #105
Denver, CO 80235

Petrohawk Energy Corp.
1100 Louisiana, #4400
Houston, TX 77002

Barbara Ann Portnoy
117 S. Portland Ave., #503
Minneapolis, MN 55401

R&G Resources, LLC
Ricky D. Fretheim
P. O. Box 414
Bowman, ND 58623

Nance Resources, Inc.
P. O. Box 7027
Billings, MT 59103-7027

Marion Miller
4523 62nd Avenue West
University Place, WA 98466

Murex Petroleum Corp.
P. O. Box 7
Humble, TX 77347

Alexander M.S. Nash Trust
Alexander M.S. Nash, Trustee
6323 South Hanover Court
Englewood, CO 80111

David James Olson
54 Goya Drive
Fairfield, CA 94534

Stephen Paul Olson
70 Pooleys Lane
Welham Green
Hatfield, Hertfordshire, England AL9 74F

Robert & Judy Parker, JT
1057 Ewald Se
Salem, OR 97302

Petroleum Charities, Inc.
P. O. Box 2010
Nevada City, CA 95959

Barbara J. Purcell
2124 Acer Drive
Billings, MT 59101

Frank A. Radella Survivor's Trust
Frank A. Radella, Trustee
1910 Patricia Lane
Billings, MT 59102

Thomas Ray Roe
4349 E. Gold Poppy Way
Phoenix, AZ 85044

Clarence Moberg
1734 C. Street
Washougal, WA 98671

Karen Lee Myers
P. O. Box 894
Jonesborough, TN 37659

Larry L. Njos
9409 158th Avenue Sw
Rhame, ND 58651

James Olson
4200 Se Somewhere Drive
Milwaukie, OR 97222

Daniel J. O'Shaughnessy Trust Dated 8/1/90
Daniel J. O'Shaughnessy, Trustee
4880 South Franklin Street
Englewood, CO 80113

Penwell Properties, LLC
3838 Oak Lawn, Suite 1216
Dallas, TX 75219

Robert M. Pickard
9400 East Iliff Avenue, Unit #234
Denver, CO 80231

Vranna Quinn
1111 Lincoln Street
Dickinson, ND 58601

The Reserve Petroleum Co.
6801 North Broadway, Suite 300
Oklahoma City, OK 73116-9092

Peggy Collen Rose
640 Brockton Way
West Melbourne, FL 32904

Exhibit "A" Page 5 of 6
SD-DENR Case 4-2012
Hearing Date: June 14, 2012
To create Travers Ranch Red River Unit
Harding County South Dakota

The Church of St. Agnes of Cox
Harding County, South Dakota
P. O. Box 85
Buffalo, SD 57720

Neal A. Taylor
2522 Greenleaf Court
Wichita, KS 67226

Travers Educational Mineral Trust
Thomas W. Reichert, Trustee
116 West Villard
Dickinson, ND 58601-5120

Jeffrey V. Ware
P. O. Box 29
Denver, CO 80201-0029

Ester Whitehouse
151 Hoctor Road
Goldendale, WA 98620

Charles & Nancy Tomsen
716 East 5th Street
Minden, NE 68959

Kristine K. Patterson
15110 Willow Creek Drive
Omaha, NE 68138

Kaye E. Hendren
5526 North Forest Blvd.
Spokane, WA 99205

Bhasker J. Desai
120 Regan Lane, Suite 202
Osseo, MI 55369-1068

Candace L. Sasse Salway
8160 Redland Street, #301
Playa Del Rey, CA 90293

John A. Steele Trust
Linda R. Skeen, Successor Trustee
3308 Owens Avenue
Cody, WY 82414

Joann Marie Terry
5431 3 Oleander Drive
Wilmington, NC 28403

Alyce Travers Family Trust
Thomas W. Reichert, Trustee
116 West Villard
Dickinson, ND 58601-5120

WCOG Properties, Ltd.
5500 West Plano Parkway
Plano, TX 75903-4386

Kathleen Sharron Woodbury
P. O. Box 234
St. Helen, MI 48656

John P. Draper
70 Thomas Lake
Ashland, NE 68003

Holly Amans-Kaiser and Dennis L. Kaiser
P. O. Box 435
East Sandwich, MA 02537

Sharon & Thomas Sneva
3301 E. Valley Vista Lane
Paradise Valley, AZ 85253

Katherine A. Harlow
P. O. Box 51817
Pacific Grove, CA 93950

Harding County South Dakota
P. O. Box 26
Buffalo, SD 57720

Talbott Living Trust
Rena Talbott, Trustee
P. O. Box 477
Kalama, WA 98625

Robin Tierney
14076 E. Howl Road
Oral, SD 57766

Pamela L. Troyer
741 Kearney
Denver, CO 80220

Douglas R. Werme
410 NW Columbia Street
Bend, OR 97701

Worldwide Exploration Corporation
277 South Rose Street, Suite 3300
Kalamazoo, MI 49007-4722

Richard K. Draper III
17458 V Street
Omaha, NE 68135

Colleen Amans-Brown and Brian T. Brown
14871 E. Airport Road
Kent, IL 61044

Larry Setchell
P. O. Box 940
Vashon, WA 98070

John H. Harlow
P. O. Box 8481
Bend, OR 97708-8481

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 Buffalo, SD 57720

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 9409 158th Avenue Sw
 Rhame, ND 58651

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 1775 Sherman Street, Suite 2950
 Denver, CO 80203

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 1113 North 23rd Street
 Billings, MT 59101

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 840 Rhode Island Avenue
 Rock Springs, WY 82901

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Sent To: Nancy G. Carver
 12027 SE 60th Street, #F
 Bellevue, WA 98006

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1100 Louisiana, #4400
Houston, TX 77002

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Sent To: Robert E. McGuffin, Sr.
18334 Crystal Lakes Dr.
North Royalton, OH 44133

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Sent To: Helen S. McGuffin
14209 Fiddlers Ridge Road
Midlothian, VA 23112

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Sent To: Charles McGuffin, Jr.
17199 90th Terrace
Live Oak, FL 32060

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Sent To: Kelly & Rosemary McGreer, JT
Box 18
Antelope, OR 97001

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Sent To: Loin Energy Corporation
Citizens Bank
P. O. Box 1700
Kilgore, TX 75663

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Sent To: Kuhn Oil Company Inc
 P. O. Box 129
 Timber Lake, SD 57656

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Sent To: Alice M. Koball
 Cedar Court Apt. 502,
 18 10th Street Nw
 Adams, MN 55909-9756

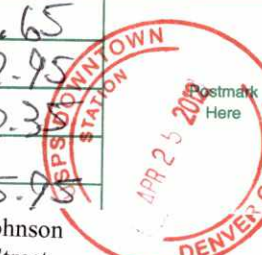
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 836 Walnut Street
 Madison, TN 37115

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 5526 North Forest Blvd.
 Spokane, WA 99205


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 15110 Willow Creek Drive
 Omaha, NE 68138


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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	5.95	

Sent To: Ann D. McGuffin Merritt
 2324 Harmony Mill Lofts
 Cohoes, NY 12047-1462

PS Form 3800, August 2006

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Total Postage & Fees	\$ 5.95

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Total Postage & Fees: \$ 5.95

Sent To: **Joan Bail**
 730 Sherman Street
 Sturgis, SD 57785

PS Form 3800, August 2008

7010 0290 0002 4321 6173

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Total Postage & Fees	\$ 5.95

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Total Postage & Fees: \$ 5.95

Sent To: **Jonye C. Adams**
 P. O. Box 441013
 Aurora, CO 80044

PS Form 3800, August 2008

7010 0290 0002 4321 6166

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

Postmark Here: **DENVER CO 80202 APR 25 2012**

Total Postage & Fees: \$ 5.95

Sent To: **Joni Abramson**
 1323 Adams Street NE
 Minneapolis, MN 55413-1439

PS Form 3800, August 2008

7010 0290 0002 4321 6364

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

Postmark Here: **DENVER CO 80202 APR 25 2012**

Total Postage & Fees: \$ 5.95

Sent To: **Wilma C. Dick**
 1037 Kingsbury
 Belle Fourche, SD 57717

PS Form 3800, August 2008

7010 0290 0002 4321 6333

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

Postmark Here: **DENVER CO 80208 APR 25 2012**

Total Postage & Fees: \$ 5.95

Sent To: **Amy Louise Nance Cebull**
 P. O. Box 7027
 Billings, MT 59103-7027

PS Form 3800, August 2008

7010 0290 0002 4321 6340

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

Postmark Here: **DENVER CO 80202 APR 25 2012**

Total Postage & Fees: \$ 5.95

Sent To: **W. Daniel Dane**
 11 Biltmore Estates
 Phoenix, AZ 85016

PS Form 3800, August 2008

7010 0290 0002 4321 6326

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Sent To: William D. Campbell
 317 Jade Street
 Rock Springs, WY 82901-6758

Postmark Here: APR 25 2012 DENVER CO 80202

PS Form 3800

7010 0290 0002 4321 7200

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Sent To: James Olson
 4200 Se Somewhere Drive
 Milwaukie, OR 97222

Postmark Here: APR 25 2012 DENVER CO 80202

PS Form 3800

7010 0290 0002 4321 7217

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Sent To: Daniel J. O'Shaughnessy Trust Dated 8/1/90
 Daniel J. O'Shaughnessy, Trustee
 4880 South Franklin Street
 Englewood, CO 80113

Postmark Here: APR 25 2012 DENVER CO 80202

PS Form 3800

7010 0290 0002 4321 7224

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Sent To: Penwell Properties, LLC
 3838 Oak Lawn, Suite 1216
 Dallas, TX 75219

Postmark Here: APR 25 2012 DENVER CO 80202

PS Form 3800

7010 0290 0002 4321 7248

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Sent To: Vranna Quinn
 1111 Lincoln Street
 Dickinson, ND 58601

Postmark Here: APR 25 2012 DENVER CO 80202

PS Form 3800

7010 0290 0002 4321 7231

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Sent To: Robert M. Pickard
 9400 East Iliff Avenue, Unit #234
 Denver, CO 80231

Postmark Here: APR 25 2012 DENVER CO 80202

PS Form 3800

7010 0290 0002 4321 7255

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	11.90

USPS DOWNTOWN STATION
APR 25 2012
 Postmark Here
DENVER CO 80202

Sent To: The Reserve Petroleum Co.
 6801 North Broadway, Suite 300
 Oklahoma City, OK 73116-9092

PS Form 3800, August 2009

7010 0290 0002 4321 6975

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	11.90

USPS DOWNTOWN STATION
APR 25 2012
 Postmark Here
DENVER CO 80202

Sent To: Ronald R. Johnson
 609 6th Avenue West
 Lemmon, SD 57638

PS Form 3800, August 2009

7010 0290 0002 4321 6982

U.S. Postal Service™
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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	11.90

USPS DOWNTOWN STATION
APR 25 2012
 Postmark Here
DENVER CO 80202

Sent To: Kohlman Partnership
 Attn: Valerie J. Kohlman
 17 Sharpe Court
 Longmont, CO 80501

PS Form 3800, August 2009

7010 0290 0002 4321 6999

U.S. Postal Service™
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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	11.90

USPS DOWNTOWN STATION
APR 25 2012
 Postmark Here
DENVER CO 80202

Sent To: James S. Lang
 5 Apple Valley Lane
 Spearfish, SD 57783-1145

PS Form 3800, August 2009

7010 0290 0002 4321 7002

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	11.90

USPS DOWNTOWN STATION
APR 25 2012
 Postmark Here
DENVER CO 80202

Sent To: Bonnie K. Loudon
 1700 Maydale Drive
 Silver Springs, MD 20905-5556

PS Form 3800, August 2009

7010 0290 0002 4321 7156

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage	

Sent To: Frank A. Radella Survivor's Trust
 Frank A. Radella, Trustee
 1910 Patricia Lane
 Billings, MT 59102

PS Form 3800, August 2000

7010 0290 0002 4321 7262

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	

Sent To: Linda M. Miller
 4200 Se Somewhere Drive
 Milwaukie, OR 97222

PS Form 3800, August 2000

7010 0290 0002 4321 7279

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	

Sent To: Keith L. Mohl Trust Dated 2/8/99
 Keith L. & Marlene Mohl, Co-Trustees
 2111 Elizabeth Street
 Billings, MT 59102-2111

PS Form 3800, August 2000

7010 0290 0002 4321 7286

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	

Sent To: Robert Scott Nance Trust
 Robert L. Nance, Trustee
 P. O. Box 7027
 Billings, MT 59103-7027

PS Form 3800, August 2000

7010 0290 0002 4321 7293

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	

Sent To: Leslie N. Njos
 Box 977
 Baker, MT 59313

PS Form 3800, August 2000

7010 0290 0002 4321 7309

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	

Sent To: Pamco Investments Corp.
 7112 West Jefferson Avenue, #105
 Denver, CO 80235

PS Form 3800, August 2000

7010 0290 0002 4321 7392

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	\$ 11.90

Postmark Here


Sent To
 Travers Educational Mineral Trust
 Thomas W. Reichert, Trustee
 116 West Villard
 Dickinson, ND 58601-5120

PS Form 3800

7010 0290 0002 4321 7408

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	\$ 11.90

Postmark Here


Sent To
 Jeffrey V. Ware
 P. O. Box 29
 Denver, CO 80201-0029

PS Form 3800

7010 0290 0002 4321 7415

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	\$ 11.90

Postmark Here


Sent To
 Ester Whitehouse
 151 Hcctor Road
 Goldendale, WA 98620

PS Form 3800

7010 0290 0002 4321 7125

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	\$ 11.90

Postmark Here


Sent To
 Robert & Judy Parker, JT
 1057 Ewald Se
 Salem, OR 97302

PS Form 3800

7010 0290 0002 4321 7132

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	\$ 11.90

Postmark Here


Sent To
 Petroleum Charities, Inc.
 P. O. Box 2010
 Nevada City, CA 95959

PS Form 3800


7010 0290 0002 4321 7149

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	\$ 11.90

Postmark Here


Sent To
 Barbara J. Purcell
 2124 Acer Drive
 Billings, MT 59101

PS Form 3800

7010 0290 0002 4321 7323

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	11.90

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Sent To
 Barbara Ann Portnoy
 117 S. Portland Ave., #503
 Minneapolis, MN 55401

PS Form 3800


7010 0290 0002 4321 7330

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	11.90

Postmark Here


Sent To
 R&G Resources, LLC
 Ricky D. Fretheim
 P. O. Box 414
 Bowman, ND 58623

PS Form 3800

7010 0290 0002 4321 7347

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	11.90

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Sent To
 Nance Resources, Inc.
 P. O. Box 7027
 Billings, MT 59103-7027

PS Form 3800

7010 0290 0002 4321 7354

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	11.90

Postmark Here


Sent To
 Thomas Ray Roe
 4349 E. Gold Poppy Way
 Phoenix, AZ 85044

PS Form 3800

7010 0290 0002 4321 7378

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	11.90

Postmark Here


Sent To
 The Church of St. Agnes of Cox
 Harding County, South Dakota
 P. O. Box 85
 Buffalo, SD 57720

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7010 0290 0002 4321 7385

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage & Fees	11.90

Postmark Here


Sent To
 Neal A. Taylor
 2522 Greenleaf Court
 Wichita, KS 67226

PS Form 3800

7010 0290 0002 4321 6838

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Postage	\$.65	
Certified Fee	2.95	
Return Receipt Fee (Endorsement Required)	2.35	
Restricted Delivery Fee (Endorsement Required)		
Total Postage	5.95	

Sent To: Donald P. McCourt Trust
 Purnee A. McCourt Trust
 2125 Stonecrop Way
 Golden, CO 80401

PS Form 3800, August 2006

7010 0290 0002 4321 6845

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Certified Fee	2.95	
Return Receipt Fee (Endorsement Required)	2.35	
Restricted Delivery Fee (Endorsement Required)		
Total Postage	5.95	

Sent To: August L. McGuffin
 63 Macbeth Place
 Sequim, WA 98382

PS Form 3800, August 2006

7010 0290 0002 4321 6852

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Postage	\$.65	
Certified Fee	2.95	
Return Receipt Fee (Endorsement Required)	2.35	
Restricted Delivery Fee (Endorsement Required)		
Total Postage	5.95	

Sent To: Donald R. McGuffin
 3205 Benmark Village
 Flint, MI 48506

PS Form 3800, August 2006

7010 0290 0002 4321 6791

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Postage	\$.65	
Certified Fee	2.95	
Return Receipt Fee (Endorsement Required)	2.35	
Restricted Delivery Fee (Endorsement Required)		
Total Postage	5.95	

Sent To: Larry D. Krause
 3009 Marguerite Blvd.
 Billings, MT 59102

PS Form 3800, August 2006

7010 0290 0002 4321 6869

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Postage	\$.65	
Certified Fee	2.95	
Return Receipt Fee (Endorsement Required)	2.35	
Restricted Delivery Fee (Endorsement Required)		
Total Postage	5.95	

Sent To: Michelle A. McGuffin Sheek
 4100 Fenton Road, #1
 Flint, MI 48507

PS Form 3800, August 2006

7010 0290 0002 4321 7118

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Postage	\$.65	
Certified Fee	2.95	
Return Receipt Fee (Endorsement Required)	2.35	
Restricted Delivery Fee (Endorsement Required)		
Total Postage	5.95	

Sent To: David James Olson
 54 Goya Drive
 Fairfield, CA 94534

PS Form 3800, August 2006

7010 0290 0002 4321 7101

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage	11.90

Sent To: Alexander M.S. Nash Trust
 Alexander M.S. Nash, Trustee
 6323 South Hanover Court
 Englewood, CO 80111

Postmark Here: DENVER CO 80202 APR 25 2012

PS Form 3800, August 2006

7010 0290 0002 4321 6777

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage	11.90

Sent To: Lonney Dale Johnson
 1756 Hollywood Avenue
 Winter Park, FL 32789

Postmark Here: DENVER CO 80202 APR 25 2012

PS Form 3800, August 2006

7010 0290 0002 4321 6784

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage	11.90

Sent To: JWC Resources, LLC
 7500 Priest Pass Road
 Helena, MT 59601

Postmark Here: DENVER CO 80202 APR 25 2012

PS Form 3800, August 2006

7010 0290 0002 4321 6807

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage	11.90

Sent To: Lario Oil & Gas Company
 301 South Market Street
 Wichita, KS 67202

Postmark Here: DENVER CO 80202 APR 25 2012

PS Form 3800, August 2006

7010 0290 0002 4321 6814

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage	11.90

Sent To: Jon David Luff Revocable Trust
 Jon D. Luff & Eileen P. Kavanagh, TTEE
 404 Riverside Drive, #2C
 New York, NY 10025

Postmark Here: DENVER CO 80202 APR 25 2012

PS Form 3800, August 2006

7010 0290 0002 4321 6821

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage	11.90

Sent To: 2005 Luff Family Revocable Trust
 Steven A. & Rundi N. Luff, Co-Trustees
 138 South Edinburgh Avenue
 Los Angeles, CA 90048

Postmark Here: DENVER CO 80202 APR 25 2012

PS Form 3800, August 2006

7010 0290 0002 4321 7040

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage	11.90

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Sent To: David McGuffin
 148 Bryson Park Road
 Franklin, NC 28734

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7010 0290 0002 4321 7057

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Restricted Delivery Fee (Endorsement Required)	5.95
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Sent To: Kevin Kelly McGuffin
 6362 Pointe North Drive
 Grand Blanc, MI 48439

PS Form 3800, August 2009

7010 0290 0002 4321 7064

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Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage	11.90

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Sent To: Scott Denison McGuffin
 149 Shaw Road
 Northfield, NH 03276

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7010 0290 0002 4321 7071

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Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage	11.90

Postmark Here

Sent To: Sarellen McIntyre
 7010 South Uinta
 Englewood, CO 80112

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7010 0290 0002 4321 7088

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage	11.90

Postmark Here

Sent To: Marion Miller
 4523 62nd Avenue West
 University Place, WA 98466

PS Form 3800, August 2009

7010 0290 0002 4321 7095

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95
Total Postage	11.90

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Sent To: Murex Petroleum Corp.
 P. O. Box 7
 Humble, TX 77347

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7010 0290 0002 4321 6432 6432

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Postmark Here


Sent To: Carrell Enterprises, Inc.
 5852 Big Horn Avenue
 Sheridan, WY 82801

Street, Apt. No., or PO Box No.
 City, State, ZIP+

PS Form 3800, August 2006


7010 0290 0002 4321 6459 6459

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Postmark Here


Sent To: William B. Davis
 6410 South Gibraltar Circle
 Centennial, CO 80016

Street, Apt. No., or PO Box No.
 City, State, ZIP+

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7010 0290 0002 4321 6463 6463

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Postmark Here


Sent To: DLD Enterprises, L.L.C.
 Attention: David Schaenen
 P. O. Box 2343
 Billings, MT 59103

Street, Apt. No., or PO Box No.
 City, State, ZIP+

PS Form 3800, August 2006

7010 0290 0002 4321 6472 6472

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Postmark Here


Sent To: Kevin D. Luff
 850 6th Street
 Boulder, CO 80302

Street, Apt. No., or PO Box No.
 City, State, ZIP+

PS Form 3800, August 2006


7010 0290 0002 4321 7020 7020

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

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Sent To: Manion Family LLC
 366 South York Street
 Denver, CO 80209

Street, Apt. No., or PO Box No.
 City, State, ZIP+

PS Form 3800, August 2006


7010 0290 0002 4321 7033 7033

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Postmark Here


Sent To: Andrew F. McGuffin
 80 Whitcomb Ave.
 Umatilla, FL 32784

Street, Apt. No., or PO Box No.
 City, State, ZIP+

PS Form 3800, August 2006

7010 0290 0002 4321 6371

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95



Total Postage & Fees \$ 11.90
Sent To Dan Adams
P. O. Box 2181
Rock Springs, WY 82902

Street, Apt. No., or PO Box No.
City, State, ZIP+4

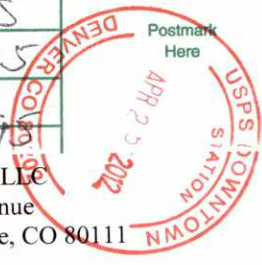
7010 0290 0002 4321 6389

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Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95



Total Postage & Fees \$ 11.90
Sent To A.L.E. Resources, LLC
9928 East Ida Avenue
Greenwood Village, CO 80111

Street, Apt. No., or PO Box No.
City, State, ZIP+4

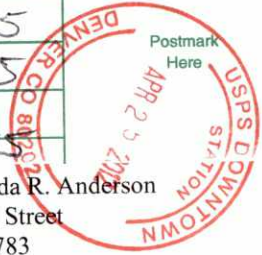
7010 0290 0002 4321 6395

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Restricted Delivery Fee (Endorsement Required)	5.95



Total Postage & Fees \$ 11.90
Sent To William E. & Linda R. Anderson
1346 North Third Street
Spearfish, SD 57783

Street, Apt. No., or PO Box No.
City, State, ZIP+4

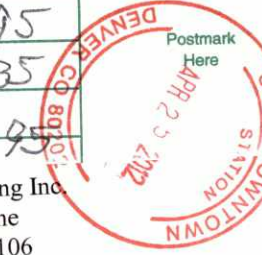
7010 0290 0002 4321 6401

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Total Postage & Fees \$ 11.90
Sent To Avalon Consulting Inc
4129 Julaura Lane
Billings, MT 59106

Street, Apt. No., or PO Box No.
City, State, ZIP+4

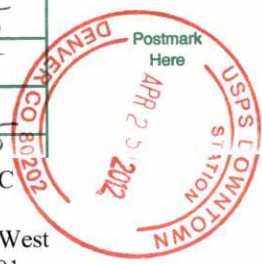
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Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	5.95



Total Postage & Fees \$ 11.90
Sent To KLT Resources, LLC
Kenneth Barnhart
11680 Highway 10 West
Dickinson, ND 58601

Street, Apt. No., or PO Box No.
City, State, ZIP+4

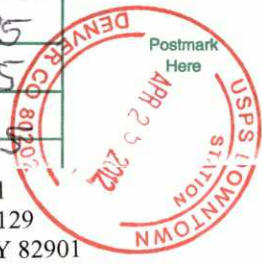
7010 0290 0002 4321 6425

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Return Receipt Fee (Endorsement Required)	2.35
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Total Postage & Fees \$ 11.90
Sent To Mark P. Campbell
1804 Elk Street #129
Rock Springs, WY 82901

Street, Apt. No., or PO Box No.
City, State, ZIP+4


7009 2820 0000 7094 7960

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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Sent To
 Christine A. Polson
 5543 Mayberry Street
 Omaha, NE 68106

PS Form 3800


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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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Sent To
 Frank Bennett Jendro Land and Royalty Trust
 50780 County Highway 9
 Pelican Rapids, MN 56572

PS Form 3800

7009 2820 0000 7094 7991

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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Sent To
 Wynn Crosby 1996 Ltd.
 5500 West Plano Parkway, Suite 200
 Plano, TX 75093-4836

PS Form 3800


7009 2820 0000 7094 7987

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

Postmark Here


Sent To
 Meagher Oil & Gas Properties Inc.
 P. O. Box 4782
 Englewood, CO 80155

PS Form 3800

7009 2820 0000 7094 7977

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

Postmark Here


Sent To
 Elmer L. & Lorna M. Herbaly Trustees
 Elmer L. Herbaly Revocable Trust
 1420 Canal Court, Suite 150
 Littleton, CO 80120

PS Form 3800

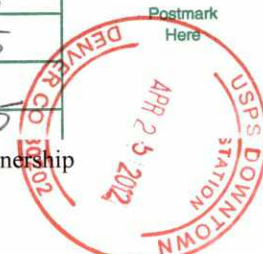
7009 2820 0000 7094 6259

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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Sent To
 Deosh Limited Partnership
 P. O. Box 13308
 Denver, CO 80201

PS Form 3800

7009 2820 0000 7094 7892

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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 APR 25 2012
 DENVER CO 80202
 USPS DOWNTOWN STATION

Sent To: Bhaskar J. Desai
 120 Regan Lane, Suite 202
 Osseo, MI 55369-1068

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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 APR 25 2012
 DENVER CO 80202
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Sent To: D. J. Stuber Land and Royalty Trust
 River Run Ranch LLLP
 11960 Highway 10 W
 Dickinson, ND 58601

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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 DENVER CO 80202
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Sent To: Clyde K. Kobbeman Estate
 333 Otto Avenue, Apt. D
 Salina, KS 67401

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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 DENVER CO 80202
 USPS DOWNTOWN STATION

Sent To: Wildcard Oil & Gas Company
 5500 West Plano Parkway, Suite 200
 Plano, TX 75093-4836

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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 DENVER CO 80202
 USPS DOWNTOWN STATION

Sent To: Katherine A. Harlow
 P. O. Box 51817
 Pacific Grove, CA 93950

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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 DENVER CO 80202
 USPS DOWNTOWN STATION

Sent To: Melanie S. Chamley
 702 2nd Street
 Frederick, CO 80530

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7010 0290 0002 4321 6685

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

Postmark Here
 DENVER CO 80202
 APR 25 2012
 USPS STATION NMOTNTOWN

Sent To: Ferris Family Revocable Trust dtd 12/21/07
 16258 East Nassau Drive
 Aurora, CO 80013

PS Form 3800, August 2006 See Reverse for Instructions

7009 2820 0000 7094 7854

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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 USPS STATION NMOTNTOWN

Sent To: Rebecca J. Arkenberg
 91 Flagler Avenue
 Stratford, CT 06614

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7010 0290 0002 4321 6678

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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Sent To: Monte Dean Egeland
 884 Piovana Court
 Carlsbad, CA 92011

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7009 2820 0000 7094 7878

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

Postmark Here
 DENVER CO 80202
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 USPS STATION NMOTNTOWN

Sent To: Estate of John L. Doolittle
 c/o Eleanor Doolittle
 19163 Prairie Hills Road
 Belle Fourche, SD 57717

PS Form 3800, August 2006 See Reverse for Instructions

7009 2820 0000 7094 7861

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

Postmark Here
 DENVER CO 80202
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 USPS STATION NMOTNTOWN

Sent To: U.S. Department of Interior
 Bureau of Land Management
 99 23rd Avenue West, Suite A
 Dickinson, ND 58601

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7009 2820 0000 7094 7865

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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 DENVER CO 80202
 APR 25 2012
 USPS STATION NMOTNTOWN

Sent To: Booths Breckenridge Partnership LLP
 28106 Meadowlark Drive
 Golden, CO 80401

PS Form 3800, August 2006 See Reverse for Instructions

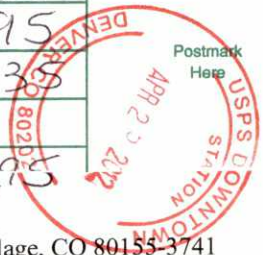
7010 0290 0002 4321 6753

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Postage	\$ 1.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	\$ 5.95

Postmark Here


Sent To: Mary E. Hussey
P. O. Box 3741
Greenwood Village, CO 80155-3741

Street, Apt. 1 or PO Box N
City, State, Z

PS Form 3800, August 2000 See Reverse for Instructions

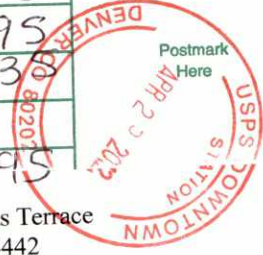
7010 0290 0002 4321 6749

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Postage	\$ 0.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	\$ 5.95

Postmark Here


Sent To: G. James Hoffis
1410 N. Arkansas Terrace
Hernando, FL 34442

Street, Apt. 1 or PO Box N
City, State, Z

PS Form 3800, August 2000 See Reverse for Instructions

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Postage	\$ 0.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	\$ 5.95

Postmark Here


Sent To: Pamela Ekblad
413 Addison Avenue
Eau Claire, WI 54703

Street, Apt. 1 or PO Box N
City, State, Z

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7010 0290 0002 4321 6722

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	\$ 5.95

Postmark Here


Sent To: Headington Royalty, Inc.
2711 N. Haskell Avenue, Suite 2800
Dallas, TX 75204

Street, Apt. No. or PO Box No.
City, State, ZIP+

PS Form 3800, August 2000 See Reverse for Instructions

7010 0290 0002 4321 6715

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Sent To: Hancock Enterprises
P. O. Box 2527
Billings, MT 59103

Street, Apt. No. or PO Box No.
City, State, ZIP+

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7010 0290 0002 4321 6692

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Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
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Sent To: Laurel L. Foust
10251 Eagles Nest Road
Ludlow, SD 57755

Street, Apt. No. or PO Box No.
City, State, ZIP+

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7010 0290 0002 4321 6609

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	5.95

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 DENVER CO 80202

Sent To: Franklin Resources, Limited Partnership
 4880 South Franklin Street
 Englewood, CO 80113

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7010 0290 0002 4321 6593

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Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	5.95

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Sent To: Fortin Enterprises, Inc.
 Danielle Hickox Moore, President
 201 Chilean Avenue
 Palm Beach, FL 33480

PS Form 3800, August 2009

7010 0290 0002 4321 6586

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Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	5.95

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Sent To: Edwin J. Ferkingstad
 443 South Sunnyside Drive
 Caledonia, MN 55921

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	5.95

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Sent To: Ronald Egeland Living Trust dtd 9/30/03
 Ronald Egeland, Trustee
 P. O. Box 513
 Miles City, MT 59301

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7010 0290 0002 4321 7422

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	5.95

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Sent To: Charles & Nancy Tomsen
 716 East 5th Street
 Minden, NE 68959

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Certified Fee	2.95
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Restricted Delivery Fee (Endorsement Required)	
Total Postage	5.95

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 DENVER CO 80202

Sent To: Jean R. Johnson
 19665 Mossing Lane
 Spearfish, SD 57783

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
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Total Postage	5.95

Sent To: Clair C. Janvrin, Jr.
 12548 Cox Road
 Ludlow, SD 57755

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Certified Fee	2.95
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Restricted Delivery Fee (Endorsement Required)	
Total Postage	5.95

Sent To: C. James Homer
 11640 East Montana Place
 Aurora, CO 80012

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	5.95

Sent To: Kermit Hoffert Living Trust
 Timothy Robert Hoffert, Successor Trustee
 2515 33rd Street SW
 Fargo, ND 58103

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Return Receipt Fee (Endorsement Required)	2.35
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Total Postage	5.95

Sent To: Arlen Boyd Henneman & Patricia
 Ann Henneman Living Trust dated 1/20/04
 102 Desmet Landing
 Polson, MT 59860

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Restricted Delivery Fee (Endorsement Required)	
Total Postage	5.95

Sent To: Lora L. Hayden
 2761 Rockbridge Drive
 Littleton, CO 80129

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
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Total Postage	5.95

Sent To: Janet S. Greenberg Revocable Trust
 Janet Greenberg & Debra Ann Lewin, Trustees
 3412 Oak Ridge Rd., #209
 Minnetonka, MN 55305

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7009 2820 0000 7094 7793

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Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	5.95

Sent To: Douglas R. Werme
 410 NW Columbia Street
 Bend, OR 97701

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Sent To: Pamela L. Troyer
 741 Kearney
 Denver, CO 80220

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7009 2820 0000 7094 7588

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Certified Fee	2.95
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Total Postage	5.95

Sent To: Robin Tierney
 14076 E. Howl Road
 Oral, SD 57766

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7009 2820 0000 7094 7571

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Total Postage	5.95

Sent To: Talbott Living Trust
 Rena Talbott, Trustee
 P. O. Box 477
 Kalama, WA 98625

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Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	5.95

Sent To: Harding County South Dakota
 P. O. Box 26
 Buffalo, SD 57720

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage	5.95

Sent To: Candace L. Sasse Salway
 8160 Redland Street, #301
 Playa Del Rey, CA 90293

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7010 0290 0002 4321 7453

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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Sent To
 Peggy Collen Rose
 640 Brockton Way
 West Melbourne, FL 32904

Street, Apt. No., or PO Box No.
 City, State, ZIP

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Total Postage & Fees	\$ 5.95

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Sent To
 Larry Setchell
 P. O. Box 940
 Vashon, WA 98070

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7009 2820 0000 7094 7847

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Total Postage & Fees	\$ 5.95

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Sent To
 John H. Harlow
 P. O. Box 8481
 Bend, OR 97708-8481

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 City, State, ZIP

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Total Postage & Fees	\$ 5.95

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Sent To
 Colleen Amans-Brown and Brian T. Brown
 14871 E. Airport Road
 Kent, IL 61044

Street, Apt. No., or PO Box No.
 City, State, ZIP

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Return Receipt Fee (Endorsement Required)	2.35
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Total Postage & Fees	\$ 5.95

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Sent To
 Richard K. Draper III
 17458 V Street
 Omaha, NE 68135

Street, Apt. No., or PO Box No.
 City, State, ZIP

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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Sent To
 Worldwide Exploration Corporation
 277 South Rose Street, Suite 3300
 Kalamazoo, MI 49007-4722

Street, Apt. No., or PO Box No.
 City, State, ZIP

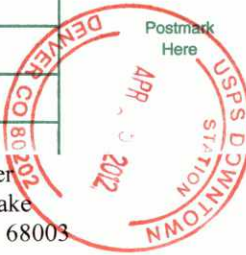
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Sent To: John P. Draper
70 Thomas Lake
Ashland, NE 68003

Street, Apt. No., or PO Box No.
City, State, ZIP+4

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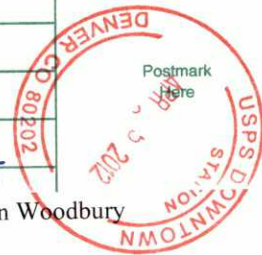
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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95



Sent To: Kathleen Sharron Woodbury
P. O. Box 234
St. Helen, MI 48656

Street, Apt. No., or PO Box No.
City, State, ZIP+4

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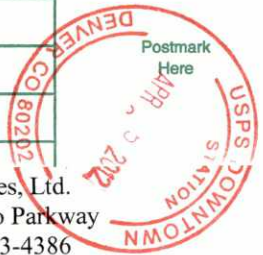
7010 0290 0002 4321 6357

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Total Postage & Fees	\$ 5.95



Sent To: WCOG Properties, Ltd.
5500 West Plano Parkway
Plano, TX 75903-4386

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City, State, ZIP+4

PS Form 3800, August 2009

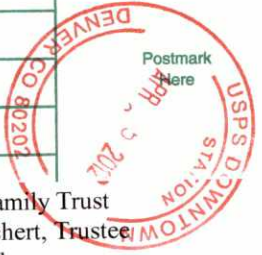
7010 0290 0002 4321 7507

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95



Sent To: Alyce Travers Family Trust
Thomas W. Reichert, Trustee
116 West Villard
Dickinson, ND 58601-5120

Street, Apt. No., or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2009

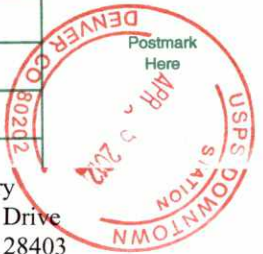
7010 0290 0002 4321 7491

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95



Sent To: Joann Marie Terry
5431 3 Oleander Drive
Wilmington, NC 28403

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95



Sent To: John A. Steele Trust
Linda R. Skeen, Successor Trustee
3308 Owens Avenue
Cody, WY 82414

Street, Apt. No., or PO Box No.
City, State, ZIP+4

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7010 0290 0002 4321 7477

7010 0290 0002 4321 6500

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Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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Ruth Foust Trust
 Vera Boje, Successor Trustee
 840 North Spruce St., #26
 Rapid City, SD 57701

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 City, State, ZIP

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Return Receipt Fee (Endorsement Required)	2.35
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Total Postage & Fees	\$ 5.95

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Robert A. Fillingham
 4300 43rd Street South
 St. Petersburg, FL 33711

Sent To
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 City, State, ZIP

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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Susan Theodora Eisenberg
 600 South 2nd Street, #603
 Minneapolis, MN 55401

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 City, State, ZIP

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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Eagle Investments Inc.
 10850 East Traverse Highway
 Suite 2275
 Traverse City, MI 49684

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 City, State, ZIP

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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Sharon & Thomas Sheva
 3301 E. Valley Vista Lane
 Paradise Valley, AZ 85253

Sent To
 Street, Apt. No. or PO Box No.
 City, State, ZIP

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7010 0290 0002 4321 7521

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

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Holly Amans-Kaiser and Dennis L Kaiser
 P. O. Box 435
 East Sandwich, MA 02537

Sent To
 Street, Apt. No. or PO Box No.
 City, State, ZIP

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7010 0290 0002 4321 6562

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Postage	\$.65
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Sent To: Elizabeth Janssen
 956 North Garfield
 Pocatello, ID 83204

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PS Form 3800, August 2008

5559 1221 4321 6559

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Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Sent To: Raymond C. Hoffman
 650 Pataha Creek Road
 Pomeroy, WA 99347

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PS Form 3800, August 2008

7010 0290 0002 4321 6548

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Sent To: John H. Hight
 2302 Calloway Court
 Pierre, SD 57501-8801

Postmark Here: DENVER CO 80202 APR 5 2012 USPS DOWNTOWN STATION

PS Form 3800, August 2008

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Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Sent To: Headington Oil Co. LLC
 2711 N. Haskell Avenue, Suite 2800
 Dallas, TX 75204

Postmark Here: DENVER CO 80202 APR 5 2012 USPS DOWNTOWN STATION

PS Form 3800, August 2008

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Sent To: Robert W. Hayden
 2761 Rockbridge Drive
 Littleton, CO 80129

Postmark Here: DENVER CO 80202 APR 5 2012 USPS DOWNTOWN STATION

PS Form 3800, August 2008

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Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.95

Sent To: Gilbert Family Mineral Trust
 Gary R. & Phyllis J. Gilbert, Trustees
 10101 Eagles Nest Road
 Ludlow, SD 57755

Postmark Here: DENVER CO 80202 APR 5 2012 USPS DOWNTOWN STATION

PS Form 3800, August 2008

Registered No. RE2500493781US **Date Stamp**

To Be Completed By Post Office	Reg. Fee	\$11.75	
	Handling Charge	\$0.00	Return Receipt \$0.30
	Postage	\$1.05	Restricted Delivery \$0.00
	Received by	<i>[Signature]</i>	

Customer Must Declare Full Value \$0.00

With Postal Insurance
 Without Postal Insurance

Domestic Insurance up to \$25,000 is included in the fee. International indemnity is limited. (See Reverse).

OFFICIAL USE

FROM
 Luff Exploration Company
 1580 Lincoln St, Ste 850
 Denver CO 80203

TO
 Stephen Paul Olson and Northern Ireland
 70 Pooleys Lane
 Welham Green
 Hatfield, Hertfordshire, England AL9 74F

PS Form 38 May 2004 (7530-02-000-9051) (see information on Reverse)
 For domestic delivery information, visit our website at www.usps.com®



Registered No. RE250049381US **Date Stamp**

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	Handling Charge	\$0.00	Return Receipt \$2.35
	Postage	\$1.05	Restricted Delivery \$0.00
	Received by	<i>[Signature]</i>	

Customer Must Declare Full Value \$0.00

With Postal Insurance
 Without Postal Insurance

Domestic Insurance up to \$25,000 is included in the fee. International indemnity is limited. (See Reverse).

OFFICIAL USE

FROM
 LUFF Exploration Company
 1580 Lincoln St, Ste 850
 Denver CO 80203

TO
 Robert Bruce Olson and Northern Ireland
 3 Dovecote Close
 Princes Risborough
 Buckinghamshire, England HP27 9JU

PS Form 38 May 2004 (7530-02-000-9051) (See Information on Reverse)
 For domestic delivery information, visit our website at www.usps.com®



Registered No.

RE250049395US

Date Stamp



To Be Completed By Post Office

Reg. Fee	\$11.75	Return Receipt	\$2.35
Handling Charge	\$0.00	Restricted Delivery	\$0.00
Postage	\$1.05	Customer Must Declare Full Value \$	\$0.00
Received by <i>[Signature]</i>		<input type="checkbox"/> With Postal Insurance <input checked="" type="checkbox"/> Without Postal Insurance	

Domestic insurance up to \$5,000 is included in the fee. International indemnity is limited. (See Reverse).

OFFICIAL USE

80202

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed

FROM	Luff Exploration Company 1580 Lincoln St, Ste 850 Denver CO 80203
TO	GB Ladell R. Bullock and Northern Ireland P. O. Box 81 Welling, Alberta, Canada T0K 2N0

PS Form 380

May 2004 (7530-02-000-9051)

1 - Customer (See Information on Reverse)

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RECEIPTS NOT
SCANNED**

**HARD COPIES
AVAILABLE AT
DENR'S OFFICE IN
RAPID CITY**

Exhibit "1"
SD- DENR Case 4-2012
Hearing Date: June 14, 2012
To create Travers Ranch Red River Unit
Harding County, South Dakota

Sharon K. Berget
2486 South Lansing Way
Aurora, CO 80014

JKL Partnership LP
Kenneth D. Luff Trust, Nominee
1580 Lincoln Street, Suite 850
Denver, CO 80203

Sippel Freeman LLC
975 Forest Street
Denver, CO 80220

George Daniel Almon
910 Olive Street
Denver, CO 80220

Chessman Energy, LLC.
33722 Meadow Mountain Road
Evergreen, CO 80439

Gregory L. Magruder
10274 Quail St.
Westminster, CO 80021

RG Oil Ventures, Inc.
3822 South Golden Court
Denver, CO 80235

Edmonds Energy Corp.
8027 West Harvard Drive
Lakewood, CO 80227

Kats Resources LLC
7657 South Cove Circle
Centennial, CO 80122

RECEIVED

MAY 22 2012

DEPT OF ENVIRONMENT & NATURAL RESOURCES - RAPID CITY



Capital Journal

AFFIDAVIT OF PUBLICATION

State of South Dakota, County of Hughes

Ona Arnold of said county, being, first duly sworn, on oath, says: That he/she is the publisher or an employee of the publisher of the Capital Journal, a daily newspaper published in the City of Pierre in said County of Hughes and State of South Dakota; that he/she has full and personal knowledge of the facts herein stated, that said newspaper is a legal newspaper as defined in SDCL 17-2-2.1 through 17-2-2.4 inclusive, that said newspaper has been published within the said County of Hughes and State of South Dakota, for at least one year next prior to the first publication of the attached public notice, and that the legal/display advertisement headed Case No. 4-2012 Minerals & Environment

a printed copy of which, taken from the paper in which the same was published, and which is here-to attached and made a part of this affidavit, was published in said newspaper for two successive week(s) to wit:

<u>April 26</u>	<u>20 12</u>	_____	20
<u>May 3</u>	<u>20 12</u>	_____	20
_____	20	_____	20
_____	20	_____	20
_____	20	_____	20

That the full amount of the fee charged for the publication of the attached public notice inures to the sole benefit of the publisher or publishers; that no agreement or understanding for the division thereof has been made with any other person, and that no part thereof has been agreed to be paid to any person whomsoever; that the fees charged for the publication thereof are: \$ 96.31.

Signed: [Signature]

subscribed and sworn to before me this 18 day of May 20 12

[Signature]

Notary Public in and for the County of Hughes, South Dakota.
My Commission expires 2-19, 20 15.

<p>376 Business Services</p> <p>NEW LOCATION! Apris Animal House Pet Grooming 325 E. Dakota Pierre 605-224-9203</p>	<p>800 Public Notice</p> <p>Filed with the Clerk and a copy mailed to the Personal Representative. Dated April 9, 2012.</p>	<p>800 Public Notice</p> <p>not be awarded a contract, or thirty (30) days after the date of the claim mailed to the Personal Representative. Dated April 9, 2012.</p>	<p>800 Public Notice</p> <p>AC11-09X/SWMR Combined Bids for Grounds Shop ever occurs first or not submit a bid, necessary general construction work. Copies of the Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>	<p>800 Public Notice</p> <p>AC11-09X/SWMR Combined Bids for Grounds Shop ever occurs first or not submit a bid, necessary general construction work. Copies of the Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>	<p>800 Public Notice</p> <p>AC11-09X/SWMR Combined Bids for Grounds Shop ever occurs first or not submit a bid, necessary general construction work. Copies of the Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>	<p>800 Public Notice</p> <p>AC11-09X/SWMR Combined Bids for Grounds Shop ever occurs first or not submit a bid, necessary general construction work. Copies of the Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>	<p>800 Public Notice</p> <p>AC11-09X/SWMR Combined Bids for Grounds Shop ever occurs first or not submit a bid, necessary general construction work. Copies of the Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>	<p>800 Public Notice</p> <p>AC11-09X/SWMR Combined Bids for Grounds Shop ever occurs first or not submit a bid, necessary general construction work. Copies of the Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>			
<p>440 Garage Sales</p> <p>1446 NORTHSTAR Ave Pierre, SD 427 2pm-6pm & Sat 427 8am-2pm Collectibles Busts, etc. (see ad) Cuisinart grill camping stuff, Craftsman 42in riding lawn mower, GPS, aluminum pickup headcase, 12k golf clubs, furniture, western books, cookbooks, home decorations, linens, canned plum juice, purses, shoes, Kangaroo fur, name brand clothing, name brand size mens X, west, men shirts, coats. Too many things to list! NEW ITEMS added on Saturday! VERY REASONABLE PRICES!</p>	<p>800 Public Notice</p> <p>Hughes Co Clerk of Courts PO Box 1238 Pierre SD 57501 605-773-3713</p>	<p>800 Public Notice</p> <p>William M. Van Camp Olinger, Lovald, McCahren & Remington, Joe PO Box 66 Pierre, SD 57501 605-224-8851</p>	<p>800 Public Notice</p> <p>SNAXLP 12048 2dly 4/26, 5/3 Invitation To Bid Sealed bids will be received by the State Engineer on behalf of the Bureau of Administration at the Office of the State Engineer, Joe Foss Building, 523 East Capitol, Pierre, South Dakota, 57501-3182 until 3:00 PM, May 10, 2012 for labor and materials to construct a 10% bid bond is- sued by a certified check, cashier's check or draft in the amount of 5% of the base bid. All alternates and add drawings shall be delivered to the State Engineer on or before the date of the bid opening. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>	<p>800 Public Notice</p> <p>SNAXLP 12048 2dly 4/26, 5/3 Invitation To Bid Sealed bids will be received by the State Engineer on behalf of the Bureau of Administration at the Office of the State Engineer, Joe Foss Building, 523 East Capitol, Pierre, South Dakota, 57501-3182 until 3:00 PM, May 10, 2012 for labor and materials to construct a 10% bid bond is- sued by a certified check, cashier's check or draft in the amount of 5% of the base bid. All alternates and add drawings shall be delivered to the State Engineer on or before the date of the bid opening. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>	<p>800 Public Notice</p> <p>SNAXLP 12048 2dly 4/26, 5/3 Invitation To Bid Sealed bids will be received by the State Engineer on behalf of the Bureau of Administration at the Office of the State Engineer, Joe Foss Building, 523 East Capitol, Pierre, South Dakota, 57501-3182 until 3:00 PM, May 10, 2012 for labor and materials to construct a 10% bid bond is- sued by a certified check, cashier's check or draft in the amount of 5% of the base bid. All alternates and add drawings shall be delivered to the State Engineer on or before the date of the bid opening. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>	<p>800 Public Notice</p> <p>SNAXLP 12048 2dly 4/26, 5/3 Invitation To Bid Sealed bids will be received by the State Engineer on behalf of the Bureau of Administration at the Office of the State Engineer, Joe Foss Building, 523 East Capitol, Pierre, South Dakota, 57501-3182 until 3:00 PM, May 10, 2012 for labor and materials to construct a 10% bid bond is- sued by a certified check, cashier's check or draft in the amount of 5% of the base bid. All alternates and add drawings shall be delivered to the State Engineer on or before the date of the bid opening. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>	<p>800 Public Notice</p> <p>SNAXLP 12048 2dly 4/26, 5/3 Invitation To Bid Sealed bids will be received by the State Engineer on behalf of the Bureau of Administration at the Office of the State Engineer, Joe Foss Building, 523 East Capitol, Pierre, South Dakota, 57501-3182 until 3:00 PM, May 10, 2012 for labor and materials to construct a 10% bid bond is- sued by a certified check, cashier's check or draft in the amount of 5% of the base bid. All alternates and add drawings shall be delivered to the State Engineer on or before the date of the bid opening. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>	<p>800 Public Notice</p> <p>SNAXLP 12048 2dly 4/26, 5/3 Invitation To Bid Sealed bids will be received by the State Engineer on behalf of the Bureau of Administration at the Office of the State Engineer, Joe Foss Building, 523 East Capitol, Pierre, South Dakota, 57501-3182 until 3:00 PM, May 10, 2012 for labor and materials to construct a 10% bid bond is- sued by a certified check, cashier's check or draft in the amount of 5% of the base bid. All alternates and add drawings shall be delivered to the State Engineer on or before the date of the bid opening. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>			
<p>2108 ANTELOPE PI Pierre, SD 428 8am-6pm Selling tons of boys & girls clothes, infant to size 14 in great condition, some new. Womens clothes, baby carriers, furniture, toys, dishes, home decor.</p>	<p>800 Public Notice</p> <p>609 N Grand Ave, Pierre, SD 428 8am-noon, cleaned at site & house out. Bar stools, group chairs, basketball hoop, turntables, paint tubes, books, punch bowl, chair & chest, miscellaneous.</p>	<p>800 Public Notice</p> <p>811 N Madison Ave Pierre, SD 427 8am-4pm & Sat 428 8am-3pm Downsizing furniture, local table, utility table, table, chairs, etc. Home, collectible mug & plate sets, construction materials, electronics, kitchen.</p>	<p>800 Public Notice</p> <p>815 S Cleveland Ave Pierre, SD 428 8am-3pm Multi-family sale. Crib, recliner, window AC unit, boys & girls clothes (12 no. & size 6), womens clothes, all sizes, toys lot of miscellaneous. Don't miss this one!</p>	<p>800 Public Notice</p> <p>SNAXLP 12023 3dly 4/12, 4/19, 4/26 South Dakota Board of Pardons and Paroles Notice of Application For Executive Clemency Dale Coonrod who was sentenced from Hughes County on the 8th Day of October, 1997, to Jail For the crime of Burglary has applied to the South Dakota Board of Pardons and Paroles for Pardon. SNAXLP 12022 3dly 4/12, 4/19, 4/26 In Circuit Court Sixth Judicial Circuit Pro. 12-17 Notice to Creditors and Notice of Informal Probate and Appointment of Personal Representative State of South Dakota ss County of Hughes In the Matter of the Estate of Kay F. Agena, Deceased. Notice is given that on April 9, 2012, Brian D. Agena, whose address is 1608 39th St. SE, Rio Rancho, New Mexico 87124, was appointed as the Personal Representative of the Estate of Kay F. Agena. Creditors of Kay F. Agena must file their claims within four months after the date of the first C. Any copies of the Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota. The Plans and Specifications are on file with the Office of the State Engineer, Pierre, South Dakota.</p>	<p>800 Public Notice</p> <p>SNAXLP 12048 2dly 4/26, 5/3 Invitation To Bid Sealed bids will be received by the State Engineer on behalf of the Bureau of Administration at the Office of the State Engineer, Joe Foss Building, 523 East Capitol, Pierre, South Dakota, 57501-3182 until 3:00 PM, May 10, 2012 for labor and materials to construct a 10% bid bond is- sued by a certified check, cashier's check or draft in the amount of 5% of the base bid. All alternates and add drawings shall be delivered to the State Engineer on or before the date of the bid opening. 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<p>224-7301</p>	<p>224-9210</p>	<p>www.classifiedad.com</p>	<p>333 W. Dakota</p>	<p>PIERRE SD 57501</p>	<p>PIERRE SD 57501</p>	<p>PIERRE SD 57501</p>	<p>PIERRE SD 57501</p>	<p>PIERRE SD 57501</p>			

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BY MAIL 333 W. Dakota Pierre SD 57501

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MAY 08 2012

DEPT OF ENVIRONMENT & NATURAL RESOURCES - RAPID CITY

Affidavit of Publication

STATE OF SOUTH DAKOTA:
COUNTY OF HARDING:

Letitia Lister of said County and State being first duly sworn, on her oath says: That the NATION'S CENTER NEWS is a legal week newspaper of general circulation, printed and published in the City of Buffalo, in said County and State by Letitia Lister, and has been such a newspaper during the times hereinafter mentioned; and that said newspaper has a bonafide circulation of at least 200 copies weekly, and has been published within said County in the English language for at least one year prior to the first publication of the notice herein mentioned, and is printed in whole or in part in an office maintained at the place of publication; and that I, Letitia Lister, the undersigned, am the Publisher of said newspaper and have personal knowledge of all the facts stated in this affidavit; and that the advertisement headed:

Case No. 4-2012

a printed copy of which is hereto attached, was printed and published in said newspaper for 2 successive and consecutive weeks, the first publication being made on the 26th day of April, 2012 and the last publication on the 3rd day of May, 2012 that the full amount of fees charged for publishing same, to-wit: The sum of \$ 7407, insures solely to the benefit of the publisher of the NATION'S CENTER NEWS, that no agreement or understanding for a division thereof has been made with any person and that no part thereof has been agreed to be paid to any other person whomsoever.

Subscribed and sworn to before me this 7th day of May, 2012

Arden Richards

Notary Public, Lawrence County, South Dakota
My commission expires: 10-24-2016

STATE OF SOUTH DAKOTA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
BOARD OF MINERALS AND ENVIRONMENT

NOTICE OF HEARING

CASE NO. 4-2012

IN THE MATTER OF THE PETITION OF LUFF EXPLORATION COMPANY FOR AN ORDER APPROVING THE OPERATION OF A PORTION OF THE TRAVERS RANCH FIELD, THE STATE LINE FIELD, AND THE YELLOW HAIR FIELD, CONSISTING OF THE SE/4 OF SECTION 28, THE E/2 OF SECTION 32 AND ALL OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 5 EAST, AND THE N/2 OF SECTION 4, ALL OF SECTION 5, THE E/2 AND SW/4 OF SECTION 6, THE N/2 OF SECTION 7 AND THE NW/4 OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 5 EAST, HARDING COUNTY, SOUTH DAKOTA, LOCATED ABOUT 20 MILES NORTH OF BUFFALO, SOUTH DAKOTA, AS THE TRAVERS RANCH RED RIVER UNIT; PROVIDING FOR THE RECOVERY OF RISK COMPENSATION FROM OWNERS WHO ELECT TO HAVE THEIR SHARE OF UNIT EXPENSES CARRIED; AMENDING EXISTING ORDERS TO INCLUDE ALL OF THE LANDS IN THE TRAVERS RANCH FIELD; APPROVING THE UNIT AGREEMENT AND UNIT OPERATING AGREEMENT FOR THE UNIT; DESIGNATING LUFF EXPLORATION COMPANY AS UNIT OPERATOR; AND FOR OTHER RELIEF AS THE BOARD DEEMS APPROPRIATE.

Notice is hereby given to Luff Exploration Company, Denver, Colorado, and to all interested persons that the Board of Minerals and Environment, hereinafter "board," will hold a contested case hearing on the above described matter on Thursday, June 14, 2012, at 10:15 a.m. CDT at the Matthew Environmental Education and Training Center, Joe Foss Building,

523 East Capitol Avenue, Pierre, SD 57501, for the purpose of hearing the above matter.

The board has jurisdiction and legal authority to issue orders for the development of the oil and gas resources of the state pursuant to South Dakota Codified Laws (SDCL) Chapters 45-9-30 through 45-9-36 and further pursuant to Chapter 1-26 and to Administrative Rules of South Dakota (ARSD) 74:09 and 74:12. The hearing is an adversary proceeding and any party has the right to be represented by a lawyer. These and other due process rights will be forfeited if they are not exercised at the hearing. The board may approve, conditionally approve, or deny the application. The board's decision will be based upon the evidence received at the hearing. The board's decision may be appealed to the Circuit Court and the State Supreme Court as provided by law.

If the amount in controversy exceeds two thousand five hundred dollars or if a property right may be terminated, any party to the contested case may require the agency to use the Office of Hearing Examiners by giving notice of the request to the agency no later than ten days after service of a notice of hearing issued pursuant to SDCL Chapter 1-26-17.

Any person who wishes to intervene in this proceeding as a party must file a petition to intervene pursuant to ARSD 74:09:01:04 on or before May 23, 2012.

Notice is further given to individuals with disabilities that this hearing is being held in a physically accessible place. Please notify the Department of Environment and Natural Resources at least 48 hours before the public hearing if you have a disability for which special arrangements must be made at the hearing. The telephone number for making special arrangements is (605) 773-4201.

The application and notice of hearing are also posted on the department's website at: <http://denr.sd.gov/des/og/oghome.aspx>. Additional information about this application is available from Bob Townsend,

Administrator, Minerals
and Mining Program,
Department of Environ-
ment and Natural
Resources, 523 East Capi-
tol Avenue, Pierre, SD
57501, telephone (605)
773-4201, email
bob.townsend@state.sd.us.
Dated: April 20, 2012

-s- Steven M. Pirner
Steven M. Pirner
Secretary

Published twice at the
total approximate cost of
\$78.95.

#138
April 26, May 3

Hegg, Jenny

From: Townsend, Bob ^{BA}
Sent: Tuesday, May 01, 2012 11:59 AM
To: 'Dayton & Pam Ekblad'
Subject: RE: Case no. 4-2012

Pam,

Luff has petitioned the Board of Minerals and Environment for an order allowing them to establish a new enhanced oil recovery unit in Harding County. Really what this means is they want to start injecting water into the area to increase oil production. Essentially what this does is brings several producing properties together so they can be operated as one "unit" with the production split among all the owners of the unit based on a formula. The process at the state level requires them to apply for this permission under state law. The board is the entity that hears their case and issues the order allowing them to do what they want to do.

The reason you received the letter from Luff is they are required under state law to notify anyone with a property interest in the area they plan to "unitize". The following links are to the application and the Notice of Hearing, which you may already have. They include the general location and other particulars of the proposed operation along with details on the June 14 hearing that will be held in Pierre <http://denr.sd.gov/des/og/documents/Luffapplication4-2012.pdf> <http://denr.sd.gov/des/og/documents/LuffNOH4-2012.pdf>. You are certainly welcome to attend the hearing if you wish. You may also want to ask Luff for more details on how this may affect your share of production.

As to whether there will be commercial amounts of gas produced as part of this operation, it is possible since generally some gas is produced with the oil (minor amounts compared to the oil produced).

If you have any additional questions feel free to email or call (605) 773-4201.

Bob Townsend, Administrator
Minerals and Mining Program

From: Dayton & Pam Ekblad [<mailto:daymela@charter.net>]
Sent: Tuesday, May 01, 2012 9:40 AM
To: Townsend, Bob
Subject: Case no. 4-2012

Dear Bob
My name is Pamela Ekblad. I got a certified letter from Luff exploration co.
Can you brake down what it means?I read it and I don't speak lawyer.
What if anything do I have to do?
I have a very very small portion of three wells. .0007 of 1 percent.
On my statements I only show oil money I don't know anything about gas?
Is there gas too??

Thank you for your time.

Pam Ekblad

daymela@charter.net

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**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**
Minerals & Mining Program
2050 West Main Street, Suite #1
Rapid City, SD 57702-2493
Telephone: 605-394-2229
Fax: 605-394-5317

April 20, 2012

Brett Koenecke
May, Adam, Gerdes & Thompson LLP
P. O. Box 160
Pierre, South Dakota 57501-0160

Dear Mr. Koenecke:

Enclosed is a copy of the notice of hearing for Luff Exploration Company's application requesting unitization and risk compensation for an enhanced recovery unit in Harding County, South Dakota (Oil and Gas Case No. 4-2012). The notice of hearing has been sent to the following newspapers for publication on April 26 and May 3, 2012: Capital Journal (Pierre) and the Nation's Center News (Buffalo).

It is the applicant's responsibility to serve notice on those persons "...whose property may be affected..." as specified in South Dakota Codified Laws 45-9-58. Therefore, following service of the notice, please file the following with our office:

1. Affidavit of Notification
2. Certified mail return receipts – at least 10 days prior to the intervention date
3. A list of persons notified

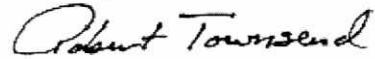
Also be advised that, before an order authorizing risk compensation is entered, Administrative Rules of South Dakota 74:12:10:04 requires the applicant to:

1. Provide proof that an unsuccessful, good-faith attempt was made to have the nonparticipating owner execute a lease or participate in the risk and cost of unit operations; and
2. Notify the nonparticipating owner with proof of service that the applicant intends to request the board to provide for the recovery of risk compensation and that the nonparticipating owner may object to the risk compensation provision by responding in opposition to the application for the compulsory unitization order.

Brett Koenecke
Page Two
April 20, 2012

If you have any questions, please feel free to contact me at 605-773-4201.

Sincerely,

A handwritten signature in cursive script that reads "Robert Townsend".

Robert Townsend, Administrator
Minerals and Mining Program

Enclosure

cc w/enc : John Morrison, Attorney at Law, P. O. Box 2798, Bismarck, ND 58502
Roxanne Giedd, Deputy Attorney General, Office of the Attorney General, Pierre, SD

STATE OF SOUTH DAKOTA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
BOARD OF MINERALS AND ENVIRONMENT

IN THE MATTER OF THE PETITION OF LUFF EXPLORATION COMPANY FOR AN ORDER APPROVING THE OPERATION OF A PORTION OF THE TRAVERS RANCH FIELD, THE STATE LINE FIELD, AND THE YELLOW HAIR FIELD, CONSISTING OF THE SE/4 OF SECTION 28, THE E/2 OF SECTION 32 AND ALL OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 5 EAST, AND THE N/2 OF SECTION 4, ALL OF SECTION 5, THE E/2 AND SW/4 OF SECTION 6, THE N/2 OF SECTION 7 AND THE NW/4 OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 5 EAST, HARDING COUNTY, SOUTH DAKOTA, LOCATED ABOUT 20 MILES NORTH OF BUFFALO, SOUTH DAKOTA, AS THE TRAVERS RANCH RED RIVER UNIT; PROVIDING FOR THE RECOVERY OF RISK COMPENSATION FROM OWNERS WHO ELECT TO HAVE THEIR SHARE OF UNIT EXPENSES CARRIED; AMENDING EXISTING ORDERS TO INCLUDE ALL OF THE LANDS IN THE TRAVERS RANCH FIELD; APPROVING THE UNIT AGREEMENT AND UNIT OPERATING AGREEMENT FOR THE UNIT; DESIGNATING LUFF EXPLORATION COMPANY AS UNIT OPERATOR; AND FOR OTHER RELIEF AS THE BOARD DEEMS APPROPRIATE.

NOTICE
OF
HEARING

CASE NO. 4-2012

Notice is hereby given to Luff Exploration Company, Denver, Colorado, and to all interested persons that the Board of Minerals and Environment, hereinafter "board," will hold a contested case hearing on the above described matter on Thursday, June 14, 2012, at 10:15 a.m. CDT at the Matthew Environmental Education and Training Center, Joe Foss Building, 523 East Capitol Avenue, Pierre, SD 57501, for the purpose of hearing the above matter.

The board has jurisdiction and legal authority to issue orders for the development of the oil and gas resources of the state pursuant to South Dakota Codified Laws (SDCL) Chapters 45-9-30 through 45-9-36 and further pursuant to Chapter 1-26 and to Administrative Rules of South Dakota (ARSD) 74:09 and 74:12. The hearing is an adversary proceeding and any party has the right to be represented by a lawyer. These and other due process rights will be forfeited if they are not exercised at the hearing. The board may approve, conditionally approve, or deny the application. The board's decision will be based upon the evidence received at the hearing. The board's decision may be appealed to the Circuit Court and the State Supreme Court as provided by law.

If the amount in controversy exceeds two thousand five hundred dollars or if a property right may be terminated, any party to the contested case may require the agency to use the Office of Hearing Examiners by giving notice of the request to the agency no later than ten days after service of a notice of hearing issued pursuant to SDCL Chapter 1-26-17.

Any person who wishes to intervene in this proceeding as a party must file a petition to intervene pursuant to ARSD 74:09:01:04 on or before May 23, 2012.

Notice is further given to individuals with disabilities that this hearing is being held in a physically accessible place. Please notify the Department of Environment and Natural Resources at least 48 hours before the public hearing if you have a disability for which special arrangements must be made at the hearing. The telephone number for making special arrangements is (605) 773-4201.

The application and notice of hearing are also posted on the department's website at: <http://denr.sd.gov/des/og/oghome.aspx>. Additional information about this application is available from Bob Townsend, Administrator, Minerals and Mining Program, Department of Environment and Natural Resources, 523 East Capitol Avenue, Pierre, SD 57501, telephone (605) 773-4201, email bob.townsend@state.sd.us.

Dated: April 20, 2012



Steven M. Pirner
Secretary

Published twice at the total approximate cost of _____.

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DEPT OF ENVIRONMENT & NATURAL RESOURCES - RAPID CITY

STATE OF SOUTH DAKOTA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
BOARD OF MINERALS AND ENVIRONMENT

IN THE MATTER OF THE PETITION OF)
LUFF EXPLORATION COMPANY FOR)
AN ORDER APPROVING THE)
OPERATION OF A PORTION OF THE)
TRAVERS RANCH FIELD, THE STATE)
LINE FIELD, AND THE YELLOW HAIR)
FIELD, CONSISTING OF THE SE/4 OF)
SECTION 28, THE E/2 OF SECTION 32)
AND ALL OF SECTION 33, TOWNSHIP)
23 NORTH, RANGE 5 EAST, AND THE)
N/2 OF SECTION 4, ALL OF SECTION 5,)
THE E/2 AND SW/4 OF SECTION 6, THE)
N/2 OF SECTION 7 AND THE NW/4 OF)
SECTION 8, TOWNSHIP 22 NORTH,)
RANGE 5 EAST, HARDING COUNTY,)
SOUTH DAKOTA, AS THE TRAVERS)
RANCH RED RIVER UNIT; PROVIDING)
FOR THE RECOVERY OF RISK)
COMPENSATION FROM OWNERS WHO)
ELECT TO HAVE THEIR SHARE OF)
UNIT EXPENSES CARRIED; AMENDING)
EXISTING ORDERS TO INCLUDE ALL)
OF SAID LANDS IN THE TRAVERS)
RANCH FIELD; APPROVING THE UNIT)
AGREEMENT AND UNIT OPERATING)
AGREEMENT FOR THE UNIT;)
DESIGNATING LUFF EXPLORATION)
COMPANY AS UNIT OPERATOR; AND)
GRANTING SUCH OTHER RELIEF AS)
THE BOARD DEEMS APPROPRIATE.)

AMENDED PETITION

Case No. 4-2012

COMES NOW the petitioner, Luff Exploration Company ("Luff"), and respectfully alleges as follows:

1. Luff represents the owners of interests in the oil and gas leasehold estate in all or portions of the following described lands:

- Township 23 North, Range 5 East
- Section 28: SE/4
- Section 32: E/2

Section 33: All

Township 22 North, Range 5 East

Section 4: N/2

Section 5: All

Section 6: E/2, SW/4

Section 7: N/2

Section 8: NW/4

Consisting of 3029.62 acres, more or less, in Harding County, South Dakota (the "Unit Area").

2. The Unit Area is included within either the Travers Ranch field, the State Line Field or the Yellow Hair field.

3. The Travers Ranch field was established by Order 3-73b which included Sections 5, 6, 7 and 8 within the field. Order No. 4-99 established 640-acre spacing for the Red River "B" pool underlying Section 5. Order No. 4-2000 established a 640-acre spacing unit consisting of the S/2 of Section 6 and the N/2 of Section 7 with up to two laterals to be drilled at any location not closer than 660 feet to the boundary of the spacing unit and Order No. 2-2005 reduced the setback for one of these laterals to 500 feet.

4. Order No. 1-73 established the State Line Field and included Sections 28, 32 and 33 within the field. Pursuant to Order No. 5-2004, the E/2 of Section 32 and the W/2 of Section 33, Township 23 North, Range 5 East, constitute a 640-acre spacing unit for the Red River "B" pool in the State Line field. Pursuant to Order No. 3-2011, the E/2 of Section 33 and the SE/4 of Section 28 constitute a 480-acre spacing unit for the Red River "B" pool in the State Line field.

5. Order No. 2-73A established 320-acre spacing for the Yellow Hair field. In Order No. 2-83, the field was extended to include Section 4. In Order No. 19-97, spacing was changed to 640-acre spacing for purposes of drilling horizontal wells in some portions of the field. In

Order No. 2-2007, a 320-acre spacing unit consisting of the N/2 of Section 4 was established for the Red River "B" pool.

6. In applicant's opinion, the Red River "B" reservoir underlying all of said lands is part of the same common source of supply.

7. Within the Unit Area, Luff has drilled a total of 1 vertical and 5 horizontal oil and gas wells in the Red River "B" formation and Luff is the operator of all of the wells included within the Unit Area. The Janvrin 1-32 was drilled as a vertical well and produced from the Red River "B" formation with a spacing unit for the State Line field consisting of the SE/4 of Section 32 and the SW/4 of Section 33. The Janvrin I-32H well was drilled as a horizontal well on a spacing unit for the State Line field consisting of the E/2 of Section 32 and the W/2 of Section 33 and produces from the Red River "B" pool. The Janvrin O-33H well was drilled on a spacing unit for the State Line field consisting of the E/2 of Section 33 and the SE/4 of Section 28. The Laurel Foust F-4H was drilled as a horizontal well on a spacing unit for the Yellow Hair field consisting of the N/2 of Section 4. The Travers N-5H was drilled as a horizontal well for the Travers Ranch field described all of Section 5 and produces from the Red River "B" pool. The Travers 1-6 was drilled as a horizontal well on a spacing unit for the Travers Ranch field consisting of the S/2 of Section 6 and the N/2 of Section 7. Luff has also drilled two wells which have produced from the Red River "D" formation, being the Travers K-5 well in Section 5 and the Travers 1-7A in the N/2 of Section 7, but the Red River "D" formation is not proposed to be included within the unitized formation which is the subject of this petition. The only well included within the State Line, Yellow Hair or Travers Ranch fields which is not operated by Luff is the Fuller Canyon Federal 1-9 well which is operated by Murex Petroleum Corporation,

but not proposed to be included within the unit. Murex Petroleum Corporation also owns a non-operated interest within the Unit Area and will therefore be included within the unit.

8. Through March 31, 2012, these wells have produced approximately 619,655 barrels of oil from the Red River "B" formation. Luff estimates that these wells will recover approximately 362,979 additional barrels of oil from the Red River "B" formation under primary recovery operations, for a total primary recovery of approximately 982,634 barrels.

9. Luff operates a number of other Red River "B" wells in the Harding County, South Dakota, and Bowman County, North Dakota area and also operates eight Red River "B" secondary recovery units in this area. Based upon Luff's experience with other wells and units, Luff believes that unitization of the Unit Area and implementation of a secondary recovery project consisting of a water flood will substantially increase the recovery of oil and gas from the Red River "B" formation underlying the Unit Area.

10. Specifically, reservoir modeling indicates that injecting water into three horizontal wells, including two new horizontal wells and one existing horizontal well, and producing oil and gas through the four remaining horizontal wells will likely result in the recovery of approximately 510,000 additional barrels of oil, together with the associated gas that will also be recovered, from the Unit Area. The estimated cost of such an enhanced recovery method is \$10.4 million. The value of these additional reserves far exceeds the costs necessary to implement a secondary recovery program. The present value, discounted at 10%, of the anticipated secondary recovery, net of the anticipated capital investment, is \$9.2 million.

11. At the present time, Luff anticipates injecting water into the existing Janvrin O-33H well and two new wells to be drilled, one in the SE/4 of Section 32 and the central portion of Section 5, and one primarily along the north/south boundary between Sections 5 and 6. Luff

will obtain approval pursuant to ARSD Chapter 74:12:07 prior to commencing injection in these wells or any other well.

12. Luff further believes that to protect the correlative rights of all owners of interests within the lands, production from the proposed unit area should be allocated on the basis of a two-phase formula, with Phase I based 4% on surface acres, 48% on current rate, defined as a 6 month average daily oil production ending April 2012, and 48% on remaining recoverable oil under primary recovery, and Phase II based 68% on estimated ultimate primary recovery, 28% on movable original oil in place, and 4 % surface acres. At the hearing in this matter, Luff will submit a proposed plan for unit operations consisting of a unit agreement and unit operating agreement addressing, among other things, the matters set forth in Section 45-9-39 of the South Dakota Codified Laws.

13. Luff proposes that the name of the proposed unit be the “Travers Ranch Red River Unit” and that it be designated as unit operator.

14. There are no unleased mineral owners within the proposed unit. Luff requests that the Board authorize the inclusion in the unit operating agreement of a provision allowing the recovery of risk compensation in accordance with ARSD 74:12:10:05 from lessees who elect not to participate in the risk and cost of unit operations after being afforded a reasonable opportunity to do so. Order No. 6-2004 authorized the recovery of risk compensation from any owner who elected not to participate in the risk and cost of drilling the Janvrin I-32H well. To the extent any such owners elected not to participate and are currently subject to risk compensation in accordance with Order No. 6-2004, Luff will address how such risk compensation will be handled after the effective date of the unit in the unit operating agreement which will be provided to the Board for its consideration and approval at the hearing of this matter.

15. To facilitate and enhance the value of reporting and tracking production and injection rates, applicant believes that current orders should be amended to that all the lands included within this unit are included within a single field, and applicant believes that all of said lands should be included in the Travers Ranch field.

16. The establishment of a secondary recovery unit and implementation of a secondary recovery program is reasonably necessary to increase substantially the ultimate recovery of oil and gas from the lands.

17. The value of the estimated additional recovery of oil and gas exceeds the estimated additional cost incident to conducting such operation.

18. The proposed unit area is of such size and shape as may be reasonably required for the conduct of the unit operations and the conduct of such operation will have no adverse effect upon other portions of the pool.

19. The Board has authority to hear and decide this matter pursuant to, and the subject of this petition involves, SDCL Sections 45-9-37 through 45-9-49 and ARSD 74:12:06:01.

WHEREFORE, applicant respectfully requests that this matter be set for hearing at the regularly scheduled hearings in June, 2012 or such other date as may be established by the Board and that thereafter the Board enter its order amending existing orders governing the Unit Area including, without limitation, Order Nos. 1-73, 2-73a, 3-73b, 19-97, 4-99, 4-2000, 5-2004, 2-2005, 2-2007, and 3-2011, including the Unit Area within the Travers Ranch field, approving the operation of the Unit Area as unit in accordance with the unit agreement and unit operating agreement as may be submitted by Luff at the hearing of this matter including the recovery of risk compensation in accordance with such agreements, and granting such other relief as may be requested.

Dated this 13th day of April, 2012.

LUFF EXPLORATION COMPANY

John W. Morrison
CROWLEY FLECK PLLP
Suite 600, 400 East Broadway
PO Box 2798
Bismarck, ND 58502

MAY, ADAM, GERDES & THOMPSON, L.L.P.
503 South Pierre Street
PO Box 160
Pierre, SD 57501-0160

By: *Bret Koenecke*
BRET KOENECKE

State of Colorado)
)ss.
County of Denver)

Luff Exploration Company, applicant in the captioned matter, hereby grants permission to the secretary for the performance of inspections required or authorized by SDCL Chapter 45-9 or ARSD Article 74:12.

LUFF EXPLORATION COMPANY



By: *John W. Morrison*

Subscribed and sworn to this 12th day of April, 2012.

Gloria Ramirez
Notary Public
Denver County, Colorado
My Commission Expires: 8/21/2014

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DEPT OF ENVIRONMENT & NATURAL
RESOURCES - RAPID CITY

LAW OFFICES
MAY, ADAM, GERDES & THOMPSON LLP
503 SOUTH PIERRE STREET
P.O. BOX 160
PIERRE, SOUTH DAKOTA 57501-0160

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ROBERT B. ANDERSON
TIMOTHY M. ENGEL
MICHAEL F. SHAW
BRETT KOENECKE
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MARCOS A. AGUILAR
JUSTIN L. BELL
DOUGLAS A. ABRAHAM

OF COUNSEL
DAVID A. GERDES
CHARLES M. THOMPSON
GLENN W. MARTENS 1881-1963
KARL GOLDSMITH 1885-1966
BRENT A. WILBUR 1949-2006

TELEPHONE
605 224-8803
TELECOPIER
605 224-6289

April 13, 2012

Writer's E-mail: DAA@magt.com

SENT VIA FACSIMILE & U.S. MAIL

Bob Townsend
Board of Minerals and Environment
Department of Environment and Natural Resources
2050 West Main, Suite 1
Rapid City, SD 57702

RE: LUFF EXPLORATION COMPANY MATTERS

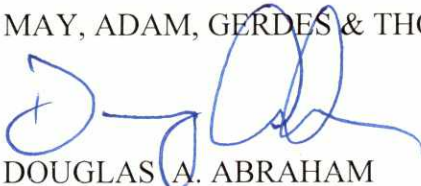
Our file: 4385

Dear Bob:

Enclosed for filing please find two original Amended Petition's filed on behalf of Luff Exploration. Please do not hesitate to contact me if you have any questions.

Very truly yours.

MAY, ADAM, GERDES & THOMPSON LLP



DOUGLAS A. ABRAHAM
DAA/sjs

Enclosures



DEPARTMENT of ENVIRONMENT and NATURAL RESOURCES
Minerals & Mining Program - Oil & Gas Section
2050 West Main, Suite #1, Rapid City, SD 57702-2493
Telephone: 605-394-2229, FAX: 605-394-5317

FORM 13
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DEPT OF ENVIRONMENT & NATURAL
RESOURCES - RAPID CITY

**STATE OF SOUTH DAKOTA
BEFORE THE SECRETARY OF
THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**

IN THE MATTER OF THE)
APPLICATION OF Richard D. George)
_____)
CERTIFICATION OF
APPLICANT

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

I, Richard D. George, the applicant in the above matter after being duly sworn upon oath hereby certify the following information in regard to this application:

South Dakota Codified Laws Section 1-40-27 provides:

"The secretary may reject an application for any permit filed pursuant to Titles 34A or 45, including any application by any concentrated swine feeding operation for authorization to operate under a general permit, upon making a specific finding that:

(1) The applicant is unsuited or unqualified to perform the obligations of a permit holder based upon a finding that the applicant, any officer, director, partner, or resident general manager of the facility for which application has been made:

- (a) Has intentionally misrepresented a material fact in applying for a permit;*
- (b) Has been convicted of a felony or other crime of moral turpitude;*
- (c) Has habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage;*
- (d) Has had any permit revoked under the environmental laws of any state or the United States;*
- (e) Has otherwise demonstrated through clear and convincing evidence of previous actions that the applicant lacks the necessary good character and competency to reliably carry out the obligations imposed by law upon the permit holder; or*


(2) *The application substantially duplicates an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Nothing in this subdivision may be construed to prohibit an applicant from submitting a new application for a permit previously denied, if the new application represents a good faith attempt by the applicant to correct the deficiencies that served as the basis for the denial in the original application.*

All applications filed pursuant to Titles 34A and 45 shall include a certification, sworn to under oath and signed by the applicant, that he is not disqualified by reason of this section from obtaining a permit. In the absence of evidence to the contrary, that certification shall constitute a prima facie showing of the suitability and qualification of the applicant. If at any point in the application review recommendation, or hearing process, the secretary finds the applicant has intentionally made any material misrepresentation of fact in regard to this certification, consideration of the application may be suspended and the application may be rejected as provided for under this section.

Applications rejected pursuant to this section constitute final agency action upon that application and may be appealed to circuit court as provided for under chapter 1-26."


Pursuant to SDCL 1-40-27, I certify that I have read the forgoing provision of state law, and that I am not disqualified by reason of that provision from obtaining the permit for which application has been made.

Dated this 11th day of April, 2012 .


Applicant – Richard D. George



Subscribed and sworn before me this 11th day of April, 2012 .


Notary Public

My commission expires: 8/21/2014

(SEAL)

**PLEASE ATTACH SHEET DISCLOSING ALL FACTS PERTAINING TO
SDCL 1-40-27 (1)(a) THROUGH (e).
ALL VIOLATIONS MUST BE DISCLOSED, BUT WILL NOT
AUTOMATICALLY RESULT IN THE REJECTION OF AN APPLICATION.**