



For KCC Use:
 Effective Date: _____
 District # _____
 SGA? Yes No

KANSAS CORPORATION COMMISSION 1131051
 OIL & GAS CONSERVATION DIVISION

Form C-1
 March 2010

Form must be Typed
 Form must be Signed
 All blanks must be Filled

NOTICE OF INTENT TO DRILL

Must be approved by KCC five (5) days prior to commencing well

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date: _____
 month day year

OPERATOR: License# _____
 Name: _____
 Address 1: _____
 Address 2: _____
 City: _____ State: _____ Zip: _____ + _____
 Contact Person: _____
 Phone: _____

CONTRACTOR: License# _____
 Name: _____

Well Drilled For:	Well Class:	Type Equipment:
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable
<input type="checkbox"/> If OWWO: old well information as follows:		

Operator: _____
 Well Name: _____
 Original Completion Date: _____ Original Total Depth: _____

Directional, Deviated or Horizontal wellbore? Yes No
 If Yes, true vertical depth: _____
 Bottom Hole Location: _____
 KCC DKT #: _____

Spot Description: _____
 _____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ E W
 (Q/Q/Q/Q) _____ feet from N / S Line of Section
 _____ feet from E / W Line of Section
 Is SECTION: Regular Irregular?

(Note: Locate well on the Section Plat on reverse side)

County: _____
 Lease Name: _____ Well #: _____
 Field Name: _____
 Is this a Prorated / Spaced Field? Yes No
 Target Formation(s): _____
 Nearest Lease or unit boundary line (in footage): _____
 Ground Surface Elevation: _____ feet MSL
 Water well within one-quarter mile: Yes No
 Public water supply well within one mile: Yes No
 Depth to bottom of fresh water: _____
 Depth to bottom of usable water: _____
 Surface Pipe by Alternate: I II
 Length of Surface Pipe Planned to be set: _____
 Length of Conductor Pipe (if any): _____
 Projected Total Depth: _____
 Formation at Total Depth: _____
 Water Source for Drilling Operations:
 Well Farm Pond Other: _____
 DWR Permit #: _____
 (Note: Apply for Permit with DWR)
 Will Cores be taken? Yes No
 If Yes, proposed zone: _____

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

1. Notify the appropriate district office **prior** to spudding of well;
2. A copy of the approved notice of intent to drill **shall be** posted on each drilling rig;
3. The minimum amount of surface pipe as specified below **shall be set** by circulating cement to the top; in all cases surface pipe **shall be set** through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary **prior to plugging**;
5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within **120 DAYS** of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. **In all cases, NOTIFY district office** prior to any cementing.

Submitted Electronically

<p>For KCC Use ONLY</p> <p>API # 15 - _____</p> <p>Conductor pipe required _____ feet</p> <p>Minimum surface pipe required _____ feet per ALT. <input type="checkbox"/> I <input type="checkbox"/> II</p> <p>Approved by: _____</p> <p>This authorization expires: _____ (This authorization void if drilling not started within 12 months of approval date.)</p> <p>Spud date: _____ Agent: _____</p>

Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

Well will not be drilled or Permit Expired Date: _____
 Signature of Operator or Agent: _____

Mail to: KCC - Conservation Division,
 130 S. Market - Room 2078, Wichita, Kansas 67202

E
 W

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Sec. _____ Twp. _____ S. R. _____ E W

Is Section: Regular or Irregular

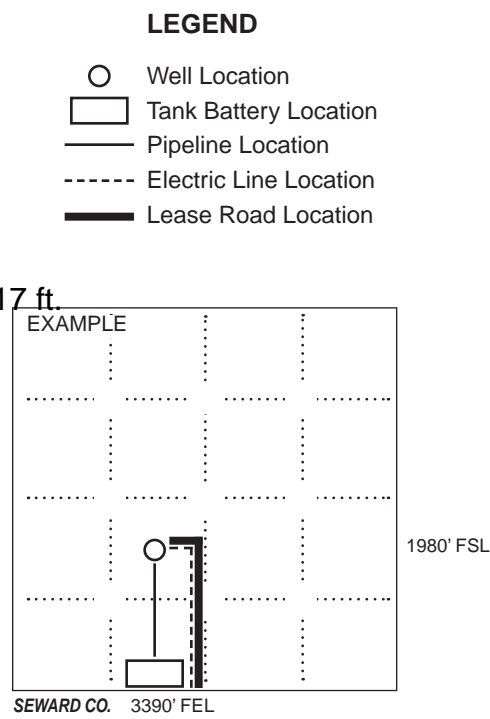
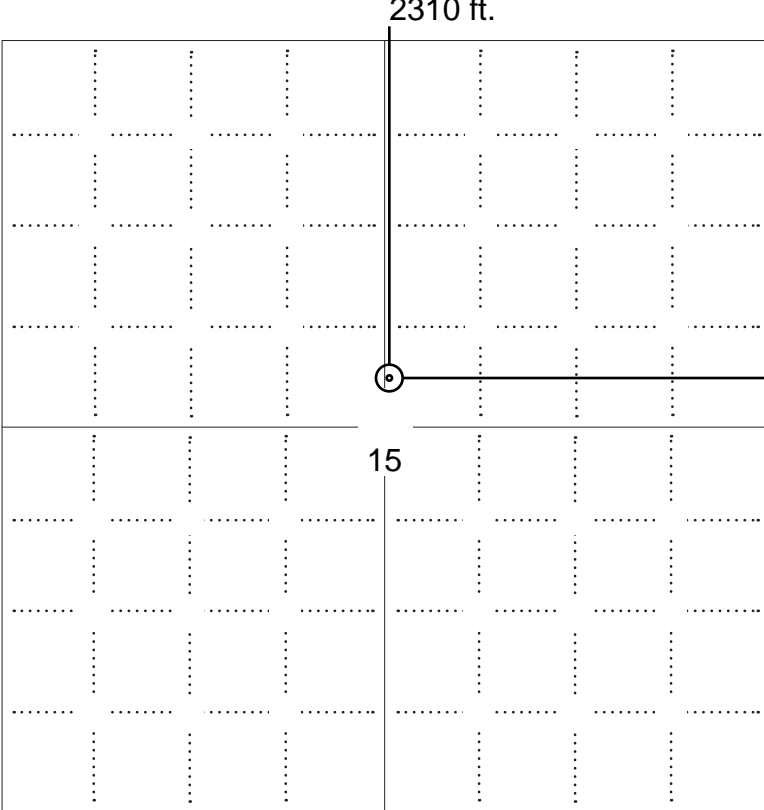
If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

PLAT

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032).

You may attach a separate plat if desired.



NOTE: In all cases locate the spot of the proposed drilling locaton.

In plotting the proposed location of the well, you must show:

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name: _____		License Number: _____	
Operator Address: _____			
Contact Person: _____		Phone Number: _____	
Lease Name & Well No.: _____		Pit Location (QQQQ): _____-_____-_____-_____	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used? _____			
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR	
Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

KCC OFFICE USE ONLY			
Date Received: _____		Permit Number: _____	
Permit Date: _____		Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Liner		<input type="checkbox"/> Steel Pit <input type="checkbox"/> RFAC <input type="checkbox"/> RFAS	



CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West
County: _____
Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

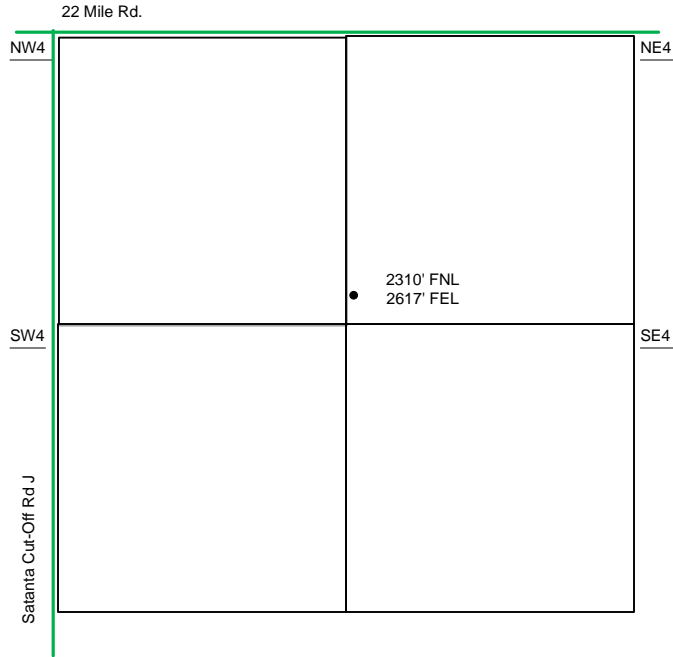
Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

Submitted Electronically

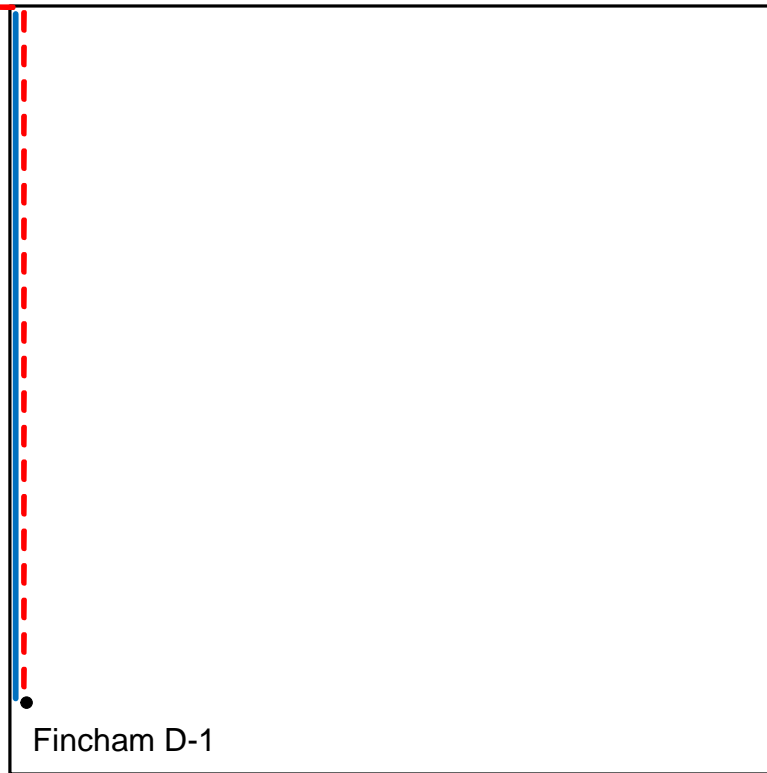
Proposed Plan of Construction
 Fincham D-1
 Sec 15 T31S-R33W
 Seward County, KS



Sec 15 – T31S – R33W

NE/4

The Tank Battery for the Fincham D-1 is located in the NE of the NW quarter.



Proposed Details of
 NE/4 Sec 15 -T31S -R33W

Note-Drawing **Not** to Scale

Proposed Site Diagram
 Fincham D-1
 April 1, 2013



OIL POOLING AGREEMENT AND GAS UNITIZATION AGREEMENT

WHEREAS, OXY USA Inc., hereinafter referred to as "OXY," is one of the owners of that certain oil and gas lease covering lands, insofar and only insofar as said leases cover rights lying below the top of the Heebner Shale formation, situated in Seward County, Kansas, described as follows:

Oil and Gas Lease dated May 29, 1959, from F. A. Prater and Georgia C. Prater, his wife, as Lessor, in favor of Lester Wilkonson, as Lessee, recorded in Book 180 at Page 196, in the Office of the Register of Deeds, Seward County, Kansas, covering the following described land, to-wit:

Township 31 South, Range 33 West
Section 15: NW¼

hereinafter referred to as "Lease #1"; and

WHEREAS, OXY is the owner of those certain oil and gas leases covering lands, insofar and only insofar as said leases cover rights lying below the depth of 3,400 feet, situated in Seward County, Kansas, described as follows:

a) Oil and Gas Lease dated August 27, 2010, from Robert Kent Fincham and Pamela Fincham, his wife, as Lessor, in favor of OXY USA Inc., as Lessee, Memorandum of Paid Up Oil and Gas Lease recorded in Book 637 at Page 186, in the Office of the Register of Deeds, Seward County, Kansas;

b) Oil and Gas Lease dated August 27, 2010, from Aenchbacher Resources, a Kansas General Partnership, as Lessor, in favor of OXY USA Inc., as Lessee, Memorandum of Paid Up Oil and Gas Lease recorded in Book 637 at Page 188, in the Office of the Register of Deeds, Seward County, Kansas; and

c) Oil and Gas Lease dated August 27, 2010, from MDR, a Kansas General Partnership, as Lessor, in favor of OXY USA Inc., as Lessee, Memorandum of Paid Up Oil and Gas Lease recorded in Book 637 at Page 187, in the Office of the Register of Deeds, Seward County, Kansas,

each covering the following described land, to-wit:

Township 31 South, Range 33 West
Section 15: NE¼

hereinafter collectively referred to as "Lease # 2"; and

WHEREAS, Marilyn Jo Franz, Trustee of the Jo Ann Franz Living Trust dated 8-20-1992, hereinafter referred to as "FRANZ" is the owner of a 1/4th mineral interest; Robert McJones and Stephen F. McJones, Trustees of the Norma Jeanne McJones Trust Share U/W of Georgia C. Alexander, deceased, hereinafter referred to as "MCJONES" is the owner of a 3/8ths mineral interest; and Sara Lynn Kane Willimon, Trustee of the Reta Jane Kane Trust share U/W of Georgia C. Alexander, deceased, hereinafter referred to as "WILLIMON," is the owner of a 3/8ths mineral interest, each in and under the West-half (NW¼) of Sec. 15-T31S-R33W, covered by Lease #1 described above; and

WHEREAS, Aenchbacher Resources, a Kansas General Partnership, hereinafter referred as "AENCHBACHER" is the owner of a 1/3rd mineral interest; Robert Kent Fincham and Pamela Fincham, his wife, hereinafter referred to as "FINCHAM" is the owner of a 1/3rd mineral interest; and MDR, a Kansas General Partnership, hereinafter referred to as "MDR" is the owner of a 1/3rd mineral interest, each in and under the North East (NE¼) of Sec. 15-T31S-R33W, covered by Lease #2 described above.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived by the parties hereto; OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and

STATE OF KANSAS } FEE \$ 14.00/10.00
SEWARD COUNTY }
This instrument was filed for record
January 11 2013
at 2:05 o'clock P. M. and recorded
in Vol. 653 at page 153
KAREN J. WARDEN, Register of Deeds
Karen J. Warden



MDR hereby agree as follows:

1) To form an eighty (80) acre unit (hereinafter referred to as "Oil Unit"), as herein below described, for the production of oil and casinghead gas. **OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and MDR** hereby consolidate, pool and unitize **Lease # 1** and **Lease # 2** for the exploration and production of oil and casinghead gas, insofar, and only insofar, as the leasehold estates comprise the following unitized and pooled **Oil Unit** in Seward County, Kansas, to-wit:

Township 31 South, Range 33 West
Section 15: W½W½NE¼ and E½E½NW¼ ,
containing eighty (80) acres, more or less, limited to
the production of oil and casinghead gas from depths
lying below the top of the Heebner Shale formation.

If oil is produced from any well located within the **Oil Unit**, it shall be treated as if production is produced from all leases comprising the **Oil Unit**. Likewise, drilling and/or other operations anywhere within the **Oil Unit** shall constitute operations on each and all of the lands comprising the **Oil Unit** and shall continue each of the above-described leases in force and effect as to all lands covered by said leases. Royalties shall be paid on a pro rata basis, based on acreage attributed to the respective Oil Unit and Gas Unit; and

2) To form a three hundred twenty (320) acre unit (hereinafter referred to as "Gas Unit"), as herein below described, for the production of gas and condensate. **OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and MDR** hereby consolidate, pool and unitize **Lease # 1** and **Lease # 2** for the exploration and production of gas and condensate, insofar, and only insofar, as the leasehold estates comprise the following unitized **Gas Unit** in Seward County, Kansas, to-wit:

Township 31 South, Range 33 West
Section 15: N½, containing three hundred-twenty (320) acres,
more or less, limited to the production of gas and condensate
from depths lying below the top of the Heebner Shale formation.

If gas is produced from any well located within the **Gas Unit**, it shall be treated as if production is produced from all leases comprising the **Gas Unit**. Likewise, drilling and/or other operations anywhere within the **Gas Unit** shall constitute operations on each and all of the lands comprising the **Gas Unit** and shall continue each of the above-described leases in force and effect as to all lands covered by said leases. Royalties shall be paid on a pro rata basis, based on acreage attributed to the respective Oil Unit and Gas Unit.

FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and MDR hereby agree and stipulate that each shall receive on production from the **Oil Unit** and the **Gas Unit**, the following royalty, based on allocation of 50% of the royalty to the mineral owners under **Lease #1** and 50% of the royalty to the mineral owners under **Lease #2**, based on acreage contributed to the units:

FRANZ	1/4TH of 50% of royalty provided for in Lease #1
MCJONES	3/8^{THS} of 50% of royalty provided for in Lease #1
WILLIMON	3/8^{THS} of 50% of royalty provided for in Lease #1
AENCHBACHER	1/3RD of 50% of royalty provided for in Lease #2
FINCHAM	1/3RD of 50% of royalty provided for in Lease #2
MDR	1/3RD of 50% of royalty provided for in Lease #2

OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM AND MDR further agree that the above described leases are valid and subsisting oil and gas leases which shall remain in force and effect as originally written, except as specifically modified herein, and that this Pooling and Unitization Agreement and all its terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of **OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM AND MDR**.

This instrument may be signed in multiple counterparts each of which shall be considered an original for all purposes. The signature and acknowledgement pages of each counterpart may be combined into a single document which shall be considered one and the same instrument.

AGREED TO AND EXECUTED this 26th day of July, 2012.

OXY USA Inc.

BY: _____
Alan Schwartz, Attorney-in-Fact

Aenchbacher Resources, a Kansas General Partnership

BY: _____
Lida Aenchbacher, Managing Partner

Robert Kent Fincham

Pamela Fincham

MDR, a Kansas General Partnership

BY: _____
Donald L. Fincham II, Partner

Jo Ann Franz Living Trust dated 8-20-1992

BY: _____
Marilyn Jo Franz, Trustee

Norma Jeanne McJones Trust Share U/W of Georgia C. Alexander, deceased

BY: Robert McJones, Trustee
Robert McJones, Trustee

Stephen F. McJones, Trustee
Stephen F. McJones, Trustee

Reta Jane Kane Trust share U/W of Georgia C. Alexander, deceased

BY: _____
Sara Lynn Kane Willimon, Trustee

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Marilyn Jo Franz, Trustee of the Jo Ann Franz Living Trust dated 8-20-1992.

My commission expires _____

Notary Public

STATE OF California
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 26th day of July, 2012, by Robert McJones and Stephen F. McJones, Trustees of the Norma Jeanne McJones Trust Share U/W of Georgia C. Alexander, deceased.

My commission expires 05/06/2014

Notary Public



OIL POOLING AGREEMENT AND GAS UNITIZATION AGREEMENT

WHEREAS, OXY USA Inc., hereinafter referred to as "OXY," is one of the owners of that certain oil and gas lease covering lands, insofar and only insofar as said leases cover rights lying below the top of the Heebner Shale formation, situated in Seward County, Kansas, described as follows:

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Section 15: NW¼

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b) Oil and Gas Lease dated August 27, 2010, from Aenchbacher Resources, a Kansas General Partnership, as Lessor, in favor of OXY USA Inc., as Lessee, Memorandum of Paid Up Oil and Gas Lease recorded in Book 637 at Page 188, in the Office of the Register of Deeds, Seward County, Kansas; and

c) Oil and Gas Lease dated August 27, 2010, from MDR, a Kansas General Partnership, as Lessor, in favor of OXY USA Inc., as Lessee, Memorandum of Paid Up Oil and Gas Lease recorded in Book 637 at Page 187, in the Office of the Register of Deeds, Seward County, Kansas,

each covering the following described land, to-wit:

Township 31 South, Range 33 West
Section 15: NE¼

hereinafter collectively referred to as "Lease # 2"; and

WHEREAS, Marilyn Jo Franz, Trustee of the Jo Ann Franz Living Trust dated 8-20-1992, hereinafter referred to as "FRANZ" is the owner of a 1/4th mineral interest; Robert McJones and Stephen F. McJones, Trustees of the Norma Jeanne McJones Trust Share U/W of Georgia C. Alexander, deceased, hereinafter referred to as "MCJONES" is the owner of a 3/8ths mineral interest; and Sara Lynn Kane Willimon, Trustee of the Reta Jane Kane Trust share U/W of Georgia C. Alexander, deceased, hereinafter referred to as "WILLIMON," is the owner of a 3/8ths mineral interest, each in and under the West-half (NW¼) of Sec. 15-T31S-R33W, covered by Lease #1 described above; and

WHEREAS, Aenchbacher Resources, a Kansas General Partnership, hereinafter referred as "AENCHBACHER" is the owner of a 1/3rd mineral interest; Robert Kent Fincham and Pamela Fincham, his wife, hereinafter referred to as "FINCHAM" is the owner of a 1/3rd mineral interest; and MDR, a Kansas General Partnership, hereinafter referred to as "MDR" is the owner of a 1/3rd mineral interest, each in and under the North East (NE¼) of Sec. 15-T31S-R33W, covered by Lease #2 described above.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived by the parties hereto; OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and

STATE OF KANSAS } FEE \$ 14.00/10.00
SEWARD COUNTY }
This instrument was filed for record
January 11 20 13
at 2:05 o'clock P. M. and recorded
in Vol. 653 at page 148
KAREN J. WARDEN, Register of Deeds
Karen J. Warden



MDR hereby agree as follows:

1) To form an eighty (80) acre unit (hereinafter referred to as "Oil Unit"), as herein below described, for the production of oil and casinghead gas. **OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and MDR** hereby consolidate, pool and unitize **Lease # 1** and **Lease # 2** for the exploration and production of oil and casinghead gas, insofar, and only insofar, as the leasehold estates comprise the following unitized and pooled **Oil Unit** in Seward County, Kansas, to-wit:

Township 31 South, Range 33 West
Section 15: W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$,
containing eighty (80) acres, more or less, limited to
the production of oil and casinghead gas from depths
lying below the top of the Heebner Shale formation.

If oil is produced from any well located within the **Oil Unit**, it shall be treated as if production is produced from all leases comprising the **Oil Unit**. Likewise, drilling and/or other operations anywhere within the **Oil Unit** shall constitute operations on each and all of the lands comprising the **Oil Unit** and shall continue each of the above-described leases in force and effect as to all lands covered by said leases. Royalties shall be paid on a pro rata basis, based on acreage attributed to the respective **Oil Unit** and **Gas Unit**; and

2) To form a three hundred twenty (320) acre unit (hereinafter referred to as "Gas Unit"), as herein below described, for the production of gas and condensate. **OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and MDR** hereby consolidate, pool and unitize **Lease # 1** and **Lease # 2** for the exploration and production of gas and condensate, insofar, and only insofar, as the leasehold estates comprise the following unitized **Gas Unit** in Seward County, Kansas, to-wit:

Township 31 South, Range 33 West
Section 15: N $\frac{1}{2}$, containing three hundred-twenty (320) acres,
more or less, limited to the production of gas and condensate
from depths lying below the top of the Heebner Shale formation.

If gas is produced from any well located within the **Gas Unit**, it shall be treated as if production is produced from all leases comprising the **Gas Unit**. Likewise, drilling and/or other operations anywhere within the **Gas Unit** shall constitute operations on each and all of the lands comprising the **Gas Unit** and shall continue each of the above-described leases in force and effect as to all lands covered by said leases. Royalties shall be paid on a pro rata basis, based on acreage attributed to the respective **Oil Unit** and **Gas Unit**.

FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and MDR hereby agree and stipulate that each shall receive on production from the **Oil Unit** and the **Gas Unit**, the following royalty, based on allocation of 50% of the royalty to the mineral owners under **Lease #1** and 50% of the royalty to the mineral owners under **Lease #2**, based on acreage contributed to the units:

FRANZ	1/4TH of 50% of royalty provided for in Lease #1
MCJONES	3/8^{THS} of 50% of royalty provided for in Lease #1
WILLIMON	3/8^{THS} of 50% of royalty provided for in Lease #1
AENCHBACHER	1/3RD of 50% of royalty provided for in Lease #2
FINCHAM	1/3RD of 50% of royalty provided for in Lease #2
MDR	1/3RD of 50% of royalty provided for in Lease #2

OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM AND MDR further agree that the above described leases are valid and subsisting oil and gas leases which shall remain in force and effect as originally written, except as specifically modified herein, and that this Pooling and Unitization Agreement and all its terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of **OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM AND MDR**.

This instrument may be signed in multiple counterparts each of which shall be considered an original for all purposes. The signature and acknowledgement pages of each counterpart may be combined into a single document which shall be considered one and the same instrument.

AGREED TO AND EXECUTED this 9th day of May, 2012.

OXY USA Inc.

BY: _____
Alan Schwartz, Attorney-in-Fact

Aenchbacher Resources, a Kansas General Partnership

BY: _____
Lida Aenchbacher, Managing Partner

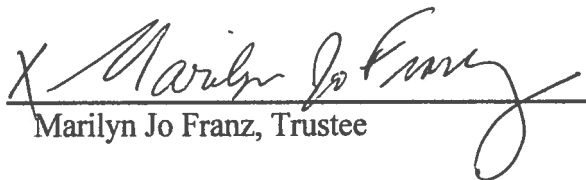
Robert Kent Fincham

Pamela Fincham

MDR, a Kansas General Partnership

BY: _____
Donald L. Fincham II, Partner

Jo Ann Franz Living Trust dated 8-20-1992

BY: X 
Marilyn Jo Franz, Trustee

Norma Jeanne McJones Trust Share U/W of Georgia C. Alexander, deceased

BY: _____
Robert McJones, Trustee

Stephen F. McJones, Trustee

Reta Jane Kane Trust share U/W of Georgia C. Alexander, deceased

BY: _____
Sara Lynn Kane Willimon, Trustee

STATE OF COLORADO
COUNTY OF BOULDER

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Alan Schwartz, Attorney-In-Fact, for OXY USA Inc., a Delaware corporation.

My commission expires _____
Notary Public

STATE OF KANSAS
COUNTY OF SEDGWICK

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Lida Aenchbacher, Managing Partner of Aenchbacher Resources, a Kansas general partnership.

My commission expires _____
Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Robert Kent Fincham and Pamela Fincham, his wife.

My commission expires _____
Notary Public

STATE OF KANSAS
COUNTY OF PRATT

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Donald L. Fincham II, Partner of the MDR, a Kansas General Partnership

My commission expires _____
Notary Public

STATE OF KANSAS
COUNTY OF SEWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Sara Lynn Kane Willimon, Trustee of the Reta Jane Kane Trust share U/W of Georgia C. Alexander, deceased.

My commission expires _____
Notary Public

STATE OF Kansas
COUNTY OF Seward

The foregoing instrument was acknowledged before me this 9th day of May, 2012, by Marilyn Jo Franz, Trustee of the Jo Ann Franz Living Trust dated 8-20-1992.

My commission expires 8-30-2012

Teresa L. Blake
Notary Public



STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Robert McJones and Stephen F. McJones, Trustees of the Norma Jeanne McJones Trust Share U/W of Georgia C. Alexander, deceased.

My commission expires _____

Notary Public

OIL POOLING AGREEMENT AND GAS UNITIZATION AGREEMENT

WHEREAS, OXY USA Inc., hereinafter referred to as "OXY," is one of the owners of that certain oil and gas lease covering lands, insofar and only insofar as said leases cover rights lying below the top of the Heebner Shale formation, situated in Seward County, Kansas, described as follows:

Oil and Gas Lease dated May 29, 1959, from F. A. Prater and Georgia C. Prater, his wife, as Lessor, in favor of Lester Wilkonson, as Lessee, recorded in Book 180 at Page 196, in the Office of the Register of Deeds, Seward County, Kansas, covering the following described land, to-wit:

Township 31 South, Range 33 West
Section 15: NW¼

hereinafter referred to as "Lease #1"; and

WHEREAS, OXY is the owner of those certain oil and gas leases covering lands, insofar and only insofar as said leases cover rights lying below the depth of 3,400 feet, situated in Seward County, Kansas, described as follows:

a) Oil and Gas Lease dated August 27, 2010, from Robert Kent Fincham and Pamela Fincham, his wife, as Lessor, in favor of OXY USA Inc., as Lessee, Memorandum of Paid Up Oil and Gas Lease recorded in Book 637 at Page 186, in the Office of the Register of Deeds, Seward County, Kansas;

b) Oil and Gas Lease dated August 27, 2010, from Aenchbacher Resources, a Kansas General Partnership, as Lessor, in favor of OXY USA Inc., as Lessee, Memorandum of Paid Up Oil and Gas Lease recorded in Book 637 at Page 188, in the Office of the Register of Deeds, Seward County, Kansas; and

c) Oil and Gas Lease dated August 27, 2010, from MDR, a Kansas General Partnership, as Lessor, in favor of OXY USA Inc., as Lessee, Memorandum of Paid Up Oil and Gas Lease recorded in Book 637 at Page 187, in the Office of the Register of Deeds, Seward County, Kansas,

each covering the following described land, to-wit:

Township 31 South, Range 33 West
Section 15: NE¼

hereinafter collectively referred to as "Lease # 2"; and

WHEREAS, Marilyn Jo Franz, Trustee of the Jo Ann Franz Living Trust dated 8-20-1992 hereinafter referred to as "FRANZ" is the owner of a 1/4th mineral interest; Robert McJones and Stephen F. McJones, Trustees of the Norma Jeanne McJones Trust Share U/W of Georgia C. Alexander, deceased, hereinafter referred to as "MCJONES" is the owner of a 3/8ths mineral interest; and Sara Lynn Kane Willimon, Trustee of the Reta Jane Kane Trust share U/W of Georgia C. Alexander, deceased, hereinafter referred to as "WILLIMON," is the owner of a 3/8ths mineral interest, each in and under the West-half (NW¼) of Sec. 15-T31S-R33W, covered by Lease #1 described above; and

WHEREAS, Aenchbacher Resources, a Kansas General Partnership, hereinafter referred as "AENCHBACHER" is the owner of a 1/3rd mineral interest; Robert Kent Fincham and Pamela Fincham, his wife, hereinafter referred to as "FINCHAM" is the owner of a 1/3rd mineral interest; and MDR, a Kansas General Partnership, hereinafter referred to as "MDR" is the owner of a 1/3rd mineral interest, each in and under the North East (NE¼) of Sec. 15-T31S-R33W, covered by Lease #2 described above.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived by the parties hereto; OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and

STATE OF KANSAS } FEE \$ 14.⁰⁰/10.⁰⁰
SEWARD COUNTY }
This instrument was filed for record
January 11 20 13
at 2:05 o'clock A M. and recorded
in Vol. 653 at page 143
KAREN J. WARDEN, Register of Deeds
Karen J. Warden



MDR hereby agree as follows:

1) To form an eighty (80) acre unit (hereinafter referred to as "Oil Unit"), as herein below described, for the production of oil and casinghead gas. **OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and MDR** hereby consolidate, pool and unitize **Lease # 1 and Lease # 2** for the exploration and production of oil and casinghead gas, insofar, and only insofar, as the leasehold estates comprise the following unitized and pooled **Oil Unit** in Seward County, Kansas, to-wit:

Township 31 South, Range 33 West
Section 15: W½W½NE¼ and E½E½NW¼ ,
containing eighty (80) acres, more or less, limited to
the production of oil and casinghead gas from depths
lying below the top of the Heebner Shale formation.

If oil is produced from any well located within the **Oil Unit**, it shall be treated as if production is produced from all leases comprising the **Oil Unit**. Likewise, drilling and/or other operations anywhere within the **Oil Unit** shall constitute operations on each and all of the lands comprising the **Oil Unit** and shall continue each of the above-described leases in force and effect as to all lands covered by said leases. Royalties shall be paid on a pro rata basis, based on acreage attributed to the respective Oil Unit and Gas Unit; and

2) To form a three hundred twenty (320) acre unit (hereinafter referred to as "Gas Unit"), as herein below described, for the production of gas and condensate. **OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and MDR** hereby consolidate, pool and unitize **Lease # 1 and Lease # 2** for the exploration and production of gas and condensate, insofar, and only insofar, as the leasehold estates comprise the following unitized **Gas Unit** in Seward County, Kansas, to-wit:

Township 31 South, Range 33 West
Section 15: N½, containing three hundred-twenty (320) acres,
more or less, limited to the production of gas and condensate
from depths lying below the top of the Heebner Shale formation.

If gas is produced from any well located within the **Gas Unit**, it shall be treated as if production is produced from all leases comprising the **Gas Unit**. Likewise, drilling and/or other operations anywhere within the **Gas Unit** shall constitute operations on each and all of the lands comprising the **Gas Unit** and shall continue each of the above-described leases in force and effect as to all lands covered by said leases. Royalties shall be paid on a pro rata basis, based on acreage attributed to the respective Oil Unit and Gas Unit.

FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and MDR hereby agree and stipulate that each shall receive on production from the **Oil Unit** and the **Gas Unit**, the following royalty, based on allocation of 50% of the royalty to the mineral owners under **Lease #1** and 50% of the royalty to the mineral owners under **Lease #2**, based on acreage contributed to the units:

FRANZ 1/4TH of 50% of royalty provided for in Lease #1
MCJONES 3/8^{THS} of 50% of royalty provided for in Lease #1
WILLIMON 3/8^{THS} of 50% of royalty provided for in Lease #1

AENCHBACHER 1/3RD of 50% of royalty provided for in Lease #2
FINCHAM 1/3RD of 50% of royalty provided for in Lease #2
MDR 1/3RD of 50% of royalty provided for in Lease #2

OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM AND MDR further agree that the above described leases are valid and subsisting oil and gas leases which shall remain in force and effect as originally written, except as specifically modified herein, and that this Pooling and Unitization Agreement and all its terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of **OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM AND MDR**.

This instrument may be signed in multiple counterparts each of which shall be considered an original for all purposes. The signature and acknowledgement pages of each counterpart may be combined into a single document which shall be considered one and the same instrument.

AGREED TO AND EXECUTED this 2nd day of January, 2013.

OXY USA Inc.

BY: 
Thomas B. Noto, Attorney-In-Fact

Aenchbacher Resources, a Kansas General Partnership

BY: _____
Lida Aenchbacher, Managing Partner

Robert Kent Fincham

Pamela Fincham

MDR, a Kansas General Partnership

BY: _____
Donald L. Fincham II, Partner

Jo Ann Franz Living Trust dated 8-20-1992

BY: _____
Marilyn Jo Franz, Trustee

Norma Jeanne McJones Trust Share U/W of Georgia C. Alexander, deceased

BY: _____
Robert McJones, Trustee

Stephen F. McJones, Trustee

Reta Jane Kane Trust share U/W of Georgia C. Alexander, deceased

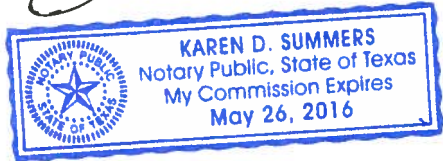
BY: _____
Sara Lynn Kane Willimon, Trustee

STATE OF TEXAS
COUNTY HARRIS

The foregoing instrument was acknowledged before me this 2nd day of January, 2013, by Thomas B. Noto, Attorney-In-Fact for OXY USA Inc., a Delaware corporation.

My commission expires 05/26/2016

Karen Summers
Notary Public



STATE OF KANSAS
COUNTY OF SEDGWICK

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Lida Aenchbacher, Managing Partner of Aenchbacher Resources, a Kansas general partnership.

My commission expires _____

Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Robert Kent Fincham and Pamela Fincham, his wife.

My commission expires _____

Notary Public

STATE OF KANSAS
COUNTY OF PRATT

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Donald L. Fincham II, Partner of the MDR, a Kansas General Partnership

My commission expires _____

Notary Public

STATE OF KANSAS
COUNTY OF SEWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Sara Lynn Kane Willimon, Trustee of the Reta Jane Kane Trust share U/W of Georgia C. Alexander, deceased.

My commission expires _____

Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Marilyn Jo Franz, Trustee of the Jo Ann Franz Living Trust dated 8-20-1992.

My commission expires _____

Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Robert McJones and Stephen F. McJones, Trustees of the Norma Jeanne McJones Trust Share U/W of Georgia C. Alexander, deceased.

My commission expires _____

Notary Public

OIL POOLING AGREEMENT AND GAS UNITIZATION AGREEMENT

WHEREAS, OXY USA Inc., hereinafter referred to as "OXY," is one of the owners of that certain oil and gas lease covering lands, insofar and only insofar as said leases cover rights lying below the top of the Heebner Shale formation, situated in Seward County, Kansas, described as follows:

Oil and Gas Lease dated May 29, 1959, from F. A. Prater and Georgia C. Prater, his wife, as Lessor, in favor of Lester Wilkonson, as Lessee, recorded in Book 180 at Page 196, in the Office of the Register of Deeds, Seward County, Kansas, covering the following described land, to-wit:

Township 31 South, Range 33 West
Section 15: NW¼

hereinafter referred to as "Lease #1"; and

WHEREAS, OXY is the owner of those certain oil and gas leases covering lands, insofar and only insofar as said leases cover rights lying below the depth of 3,400 feet, situated in Seward County, Kansas, described as follows:

a) Oil and Gas Lease dated August 27, 2010, from Robert Kent Fincham and Pamela Fincham, his wife, as Lessor, in favor of OXY USA Inc., as Lessee, Memorandum of Paid Up Oil and Gas Lease recorded in Book 637 at Page 186, in the Office of the Register of Deeds, Seward County, Kansas;

b) Oil and Gas Lease dated August 27, 2010, from Aenchbacher Resources, a Kansas General Partnership, as Lessor, in favor of OXY USA Inc., as Lessee, Memorandum of Paid Up Oil and Gas Lease recorded in Book 637 at Page 188, in the Office of the Register of Deeds, Seward County, Kansas; and

c) Oil and Gas Lease dated August 27, 2010, from MDR, a Kansas General Partnership, as Lessor, in favor of OXY USA Inc., as Lessee, Memorandum of Paid Up Oil and Gas Lease recorded in Book 637 at Page 187, in the Office of the Register of Deeds, Seward County, Kansas,

each covering the following described land, to-wit:

Township 31 South, Range 33 West
Section 15: NE¼

hereinafter collectively referred to as "Lease # 2"; and

STATE OF KANSAS } FEE \$ 14.00/10.00
SEWARD COUNTY }
This instrument was filed for record
January 11 20 13
at 2:05 o'clock P. M. and recorded
in Vol. 653 at page 158
KAREN J. WARDEN, Register of Deeds
Karen J. Warden



WHEREAS, Marilyn Jo Franz, Trustee of the Jo Ann Franz Living Trust dated 8-20-1992, hereinafter referred to as "FRANZ" is the owner of a 1/4th mineral interest; Robert McJones and Stephen F. McJones, Trustees of the Norma Jeanne McJones Trust Share U/W of Georgia C. Alexander, deceased, hereinafter referred to as "MCJONES" is the owner of a 3/8ths mineral interest; and Sara Lynn Kane Willimon, Trustee of the Reta Jane Kane Trust share U/W of Georgia C. Alexander, deceased, hereinafter referred to as "WILLIMON," is the owner of a 3/8ths mineral interest, each in and under the West-half (NW¼) of Sec. 15-T31S-R33W, covered by Lease #1 described above; and

WHEREAS, Aenchbacher Resources, a Kansas General Partnership, hereinafter referred as "AENCHBACHER" is the owner of a 1/3rd mineral interest; Robert Kent Fincham and Pamela Fincham, his wife, hereinafter referred to as "FINCHAM" is the owner of a 1/3rd mineral interest; and MDR, a Kansas General Partnership, hereinafter referred to as "MDR" is the owner of a 1/3rd mineral interest, each in and under the North East (NE¼) of Sec. 15-T31S-R33W, covered by Lease #2 described above.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived by the parties hereto; OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and

MDR hereby agree as follows:

1) To form an eighty (80) acre unit (hereinafter referred to as "Oil Unit"), as herein below described, for the production of oil and casinghead gas. **OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and MDR** hereby consolidate, pool and unitize **Lease # 1** and **Lease # 2** for the exploration and production of oil and casinghead gas, insofar, and only insofar, as the leasehold estates comprise the following unitized and pooled **Oil Unit** in Seward County, Kansas, to-wit:

Township 31 South, Range 33 West
Section 15: $W\frac{1}{2}W\frac{1}{2}NE\frac{1}{4}$ and $E\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}$,
containing eighty (80) acres, more or less, limited to
the production of oil and casinghead gas from depths
lying below the top of the Heebner Shale formation.

If oil is produced from any well located within the **Oil Unit**, it shall be treated as if production is produced from all leases comprising the **Oil Unit**. Likewise, drilling and/or other operations anywhere within the **Oil Unit** shall constitute operations on each and all of the lands comprising the **Oil Unit** and shall continue each of the above-described leases in force and effect as to all lands covered by said leases. Royalties shall be paid on a pro rata basis, based on acreage attributed to the respective **Oil Unit** and **Gas Unit**; and

2) To form a three hundred twenty (320) acre unit (hereinafter referred to as "Gas Unit"), as herein below described, for the production of gas and condensate. **OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and MDR** hereby consolidate, pool and unitize **Lease # 1** and **Lease # 2** for the exploration and production of gas and condensate, insofar, and only insofar, as the leasehold estates comprise the following unitized **Gas Unit** in Seward County, Kansas, to-wit:

Township 31 South, Range 33 West
Section 15: $N\frac{1}{2}$, containing three hundred-twenty (320) acres,
more or less, limited to the production of gas and condensate
from depths lying below the top of the Heebner Shale formation.

If gas is produced from any well located within the **Gas Unit**, it shall be treated as if production is produced from all leases comprising the **Gas Unit**. Likewise, drilling and/or other operations anywhere within the **Gas Unit** shall constitute operations on each and all of the lands comprising the **Gas Unit** and shall continue each of the above-described leases in force and effect as to all lands covered by said leases. Royalties shall be paid on a pro rata basis, based on acreage attributed to the respective **Oil Unit** and **Gas Unit**.

FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM and MDR hereby agree and stipulate that each shall receive on production from the **Oil Unit** and the **Gas Unit**, the following royalty, based on allocation of 50% of the royalty to the mineral owners under **Lease #1** and 50% of the royalty to the mineral owners under **Lease #2**, based on acreage contributed to the units:

FRANZ	$\frac{1}{4}^{TH}$ of 50% of royalty provided for in Lease #1
MCJONES	$\frac{3}{8}^{THS}$ of 50% of royalty provided for in Lease #1
WILLIMON	$\frac{3}{8}^{THS}$ of 50% of royalty provided for in Lease #1
AENCHBACHER	$\frac{1}{3}^{RD}$ of 50% of royalty provided for in Lease #2
FINCHAM	$\frac{1}{3}^{RD}$ of 50% of royalty provided for in Lease #2
MDR	$\frac{1}{3}^{RD}$ of 50% of royalty provided for in Lease #2

OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM AND MDR further agree that the above described leases are valid and subsisting oil and gas leases which shall remain in force and effect as originally written, except as specifically modified herein, and that this Pooling and Unitization Agreement and all its terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of **OXY, FRANZ, MCJONES, WILLIMON, AENCHBACHER, FINCHAM AND MDR**.

This instrument may be signed in multiple counterparts each of which shall be considered an original for all purposes. The signature and acknowledgement pages of each counterpart may be combined into a single document which shall be considered one and the same instrument.

AGREED TO AND EXECUTED this 15 day of December, 2012.

OXY USA Inc.

BY: _____
Alan Schwartz, Attorney-in-Fact

Aenchbacher Resources, a Kansas General Partnership

BY: _____
Lida Aenchbacher, Managing Partner

Robert Kent Fincham

Pamela Fincham

MDR, a Kansas General Partnership

BY: _____
Donald L. Fincham II, Partner

Jo Ann Franz Living Trust dated 8-20-1992

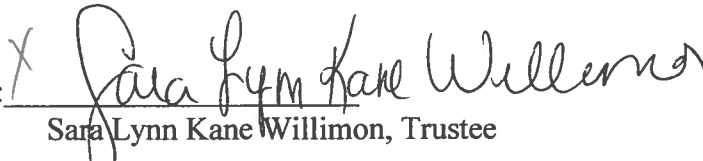
BY: _____
Marilyn Jo Franz, Trustee

Norma Jeanne McJones Trust Share U/W of Georgia C. Alexander, deceased

BY: _____
Robert McJones, Trustee

Stephen F. McJones, Trustee

Reta Jane Kane Trust share U/W of Georgia C. Alexander, deceased

BY: 
Sara Lynn Kane Willimon, Trustee

STATE OF COLORADO
COUNTY OF BOULDER

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Alan Schwartz, Attorney-In-Fact, for OXY USA Inc., a Delaware corporation.

My commission expires _____
Notary Public

STATE OF KANSAS
COUNTY OF SEDGWICK

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Lida Aenchbacher, Managing Partner of Aenchbacher Resources, a Kansas general partnership.

My commission expires _____
Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Robert Kent Fincham and Pamela Fincham, his wife.

My commission expires _____
Notary Public

STATE OF KANSAS
COUNTY OF PRATT

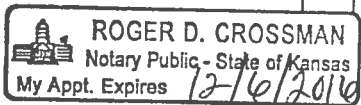
The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Donald L. Fincham II, Partner of the MDR, a Kansas General Partnership

My commission expires _____
Notary Public

STATE OF KANSAS
COUNTY OF SEWARD

The foregoing instrument was acknowledged before me this 15th day of December, 2012, by Sara Lynn Kane Willimon, Trustee of the Reta Jane Kane Trust share U/W of Georgia C. Alexander, deceased.

My commission expires 12/6/2016
[Signature]
Notary Public



STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Marilyn Jo Franz, Trustee of the Jo Ann Franz Living Trust dated 8-20-1992.

My commission expires _____

Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Robert McJones and Stephen F. McJones, Trustees of the Norma Jeanne McJones Trust Share U/W of Georgia C. Alexander, deceased.

My commission expires _____

Notary Public