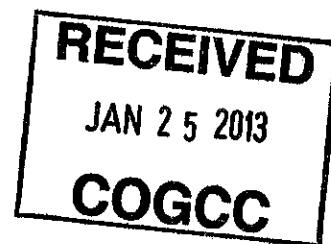


BEFORE THE OIL AND GAS CONSERVATION COMMISSION  
OF THE STATE OF COLORADO



IN THE MATTER OF THE APPLICATION OF )  
EDWARD MIKE DAVIS, L.L.C., PETERSON )  
ENERGY OPERATING INC. AND JSB ) CAUSE NO.  
IRREVOCABLE INCOME TRUST FOR )  
UNITIZATION OF THE "J" SAND FORMATION IN ) DOCKET NO.  
THE SPOTTED DOG FIELD, SECTIONS 1, 2, AND )  
12, TOWNSHIP 3 SOUTH, RANGE 50 WEST, 6<sup>TH</sup> )  
P.M. WASHINGTON COUNTY, COLORADO )

APPLICATION

Edward Mike Davis, L.L.C., Peterson Energy Operating, Inc. and JSB Irrevocable Income Trust dated April 13, 2011 ("Applicants"), by and through their attorneys, Welborn Sullivan Meck & Tooley, P.C., respectfully submit this Application to the Oil and Gas Conservation Commission of the State of Colorado ("Commission") for an order establishing approving unitization and unitized operation of the "J" Sand formation in the Spotted Dog Field. In support of this Application, Applicants state as follows:

1. Applicants own leasehold interests in the following lands ("Application Lands"):

Township 3 South, Range 50 West, 6th P.M.  
Section 1: S1/2S1/2SW1/4, S1/2SW1/4SE1/4  
Section 2: SE1/4SE1/4SE1/4  
Section 11: E1/2NE1/4NE1/4, NE1/4SE1/4NE1/4  
Section 12: W1/2E1/2NE1/4, W1/2NE1/4, N1/2NW1/4,  
N1/2SW1/4NW1/4, SE1/4SW1/4NW1/4, SE1/4NW1/4  
Containing 370 acres, more or less

2. Applicants propose to unitize the "J" Sand formation in the Application Lands. The "J" Sand formation, which includes both the J1 and J2 zones, is a Cretaceous siltstone and sandstone formation defined as the stratigraphic interval located between a depth of 3,876' feet below the surface and a depth of 4,014' below the surface as shown on the electric log run on the Christianson 21B-12 well on December 16, 2002 and located in the NE1/4 NW1/4 of Section 12, Township 3 South, Range 50 West, 6<sup>th</sup> P.M., Washington County, Colorado ("Unitized Formation").



3. Exhibit A to this application includes a plat of the lands near the Application Lands, identifying all existing wells, dry holes and abandoned wells located in the Application Lands. Exhibit A also identifies the two proposed injection wells. To Applicants' knowledge, there are no wells within one-quarter mile of the proposed injection wells requiring remedial action.

4. Existing wells currently produce oil and gas from the "J" Sand formation in and near the Application Lands. The proposed unit area has been defined by drilling and production operations to be productive of oil or gas. Based upon current geological and engineering data, a waterflood operation is necessary to increase the ultimate recovery of oil and gas and is expected to significantly increase the amount of oil recovered from the "J" Sand formation in the Application Lands. The value of the estimated additional oil and gas recovered exceeds the estimated additional costs incident to conducting such operations.

5. Applicants estimate that about 18% of the original oil in place has been recovered to date from the Unitized Formation. Applicants plan to inject 3,000 to 4,000 barrels of water per day per well into the J1 and J2 zones in the Unitized Formation through existing wells, the 32-12 and 12-12 wells. The water source will be from the Unitized Formation and will include produced water currently being injected into different zones. The J2 Sand will be flooded first, then the J1 Sand. Production will be obtained through existing wells which currently produce from the Unitized Formation. Depending upon results from the initial injection operations, additional injection wells may be used and new wells may be drilled to more fully develop the unitized formation.

6. The proposed unit agreement proposed by Applicants is attached as Exhibit B to this Application. Applicants believe the terms of the proposed unit agreement, including the proposed allocation of production, are reasonable and equitable. The proposed unit agreement shall become effective upon approval by the Commission and ratification by the requisite number of working interest and royalty owners.

7. The proposed unit operating agreement proposed by Applicants is attached as Exhibit C to this Application. The terms include (1) provision for credits and charges to be made in the adjustment among the owners in the unit area for their investments in equipment and materials contributed to unit operations, (2) provisions allocating costs, including capital investments and costs attributable to owners who do not pay their share of costs, (3) provisions allowing for carrying or financing any person who fails to pay its share of unit expenses, and (4) provisions allowing for the supervision and conduct of unit operations and allowing each owner a vote in such



operations in proportion to the percentage of costs chargeable to that owner. Applicants believe the terms of the proposed unit operating agreement are reasonable and equitable. The proposed operating agreement shall become effective approval by the Commission.

8. The only formation from which wells involved in this application are producing is the Unitized Formation. The only formation which will receive fluids to be injected is the Unitized Formation. The formations which are capable of limiting movement of fluids out of the Unitized Formation are the Huntsman formation, which overlies the Unitized Formation, and the Skull Creek formation, which underlies the Unitized Formation. The Huntsman formation is a Cretaceous shale with a thickness of approximately 28 feet and found at a depth of 3,952 feet in the Application Lands. The Skull Creek formation is a Cretaceous shale with a thickness of approximately 110 feet and found at a depth of 4,160 feet in the Application Lands. Lower permeability zones within the "J" Sand formation also limit migration of fluids out of the Unitized formation.

9. Underground sources of drinking water in the vicinity of the Application Lands include the Ogallala formation. The base of the Ogallala formation is found at a depth of 300 feet in this area. Because these formations are separated from the Unitized Formation by multiple formations known to be sealing formations, Applicants do not anticipate that underground sources of drinking water will be affected by the proposed unit operations.

10. Exhibit D is a resistivity log of the Christianson SWD 12-12 well which is a proposed injection well, run from the bottom of the surface casing to total depth of that well. Exhibit E contains a description of the casing of the Christianson SWD 12-12 well and a schematic drawing of surface and subsurface construction details, together with a description of the cement jobs completed on the wells.

11. Applicants intend to workover the Christianson SWD 12-12 by setting a cast-iron bridge plug at a depth of 3,854' and acidizing the J1 interval of the J Sand. Additionally, a workover for the Christianson 32-12 is planned that will include setting a cast-iron bridge plug at a depth of 3,900', perforating the J1 interval from 3874'-3,877' below surface and acidizing the same.

12. This project proposes to inject fluid into the "J Sand" Formation using the Christianson SWD well #32-12 located in the SWNE of Section 12, T3S, R50W and the Christianson SWD well #12-12 located in the SWNW of Section 12, T3S, R50W, Washington County, Colorado. Because both of the proposed unit injection wells are already permitted for injection into the J Sand formation, no additional Form 33



"Injection Well Permit Application" will be required. The injection wells are constructed with 8 5/8" surface casing set below all usable aquifers and 5 1/2" production casing set through the J Sand formation and cemented above the injection interval. After unitization, Applicants intend to add additional perforations to both wells to redirect injection water into new portions of the J Sand formation but all fluid will continue to be injected into the J Sand. The wellbore diagrams attached as Exhibit E show the current wellbore construction and the proposed changes to the wellbore configuration.

13. Initially, all fluid injected will be water produced from the Spotted Dog Field. Currently, this volume is approximately 5,300 BWPD. The quality of the water in the J Sand Formation is 1519 ppm of total dissolved solids based on water quality information found in the original injection applications. Included with this Application is an aquifer exemption statement requesting the J Sand formation in the unit area be designated an exempt aquifer. The approved fracture gradient for the existing injection wells was assumed to be .75 psi per foot when they were originally permitted and we are not requesting a change to this pressure limitation.

14. Based upon review of the records of the Clerk of Washington County, Exhibit F to this Application contains the names and addresses of all persons who own any interest in the mineral estate underlying the Application Lands, and Exhibit G to this Application contains the names and addresses of all owners within one-half mile of the Application Lands.

15. Based upon review of the records of the Clerk of Washington County, Exhibit H to this Application contains the names and addresses of all surface owners, mineral interest owners and working interest owners owning interests within one-quarter mile of the Application Lands

16. No later than seven days after this Application is filed, Applicants shall submit to the Commission a certificate of service demonstrating that it has served a copy of this Application via United States mail, first class postage prepaid, on those persons listed in Exhibits F, G and H, and at the same time Applicants shall submit to the Commission on compatible electronic media a list of all persons entitled to notice pursuant to these rules.

17. Applicants believe approval of this Application by the Commission would be in the public interest and will prevent or assist in preventing waste, protect correlative rights and increase the ultimate recovery of oil and gas in accordance with the purpose and intent of the Colorado Oil and Gas Conservation Act.



18. An aquifer exemption application for the "J" Sand formation has been filed contemporaneously with this Application and contains additional information regarding this Application.

WHEREFORE, Applicants respectfully request this matter be set for hearing, that notice be given as required by law and that upon such hearing this Commission enter its order consistent with Applicants' proposals as set forth above.

Dated this 24<sup>th</sup> day of January, 2013.

Respectfully submitted,  
WELBORN SULLIVAN MECK & TOOLEY, P.C.

By: Stephen J. Sullivan  
Stephen J. Sullivan  
Chelsey J. Russell  
Attorneys for Applicant  
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Denver, CO 80202  
303-830-2500

Applicants' Addresses:

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200 Rancho Circle  
Las Vegas, Nevada 89107

Peterson Energy Operating, Inc.  
2154 West Eisenhower Boulevard  
Loveland, Colorado 80537

JSB Irrevocable Income Trust  
dated April 13, 2011  
750 Rancho Circle  
Las Vegas, Nevada 89107



EXHIBIT A TO SPOTTED DOG UNIT APPLICATION  
PLAT INCLUDING WELLS AND OWNER INFORMATION

The map on the following page includes lands in and near the Application Lands, identifying all existing wells, dry holes and abandoned wells. Exhibit A also identifies two proposed injection wells.







**EXHIBIT B TO SPOTTED DOG UNIT APPLICATION  
UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION  
OF THE  
SPOTTED DOG FIELD  
WASHINGTON COUNTY, COLORADO**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>Page</b>
1. Enabling Act and Regulations . . . . .	2
2. Unitized Formation and Unitized Substances. . . . .	2
3. Unit Area . . . . .	2
4. Amendment of Unit Area . . . . .	2
5. Unit Operator . . . . .	2
6. Rights and Obligations of Unit Operator . . . . .	3
7. Resignation or Removal of Unit Operator . . . . .	3
8. Successor Unit Operator . . . . .	4
9. Accounting Provisions and Unit Operating Agreement . . . . .	4
10. Plan of Further Development and Operation . . . . .	4
11. Tract Participation . . . . .	5
12. Allocation of Production . . . . .	5
13. Taking Unitized Substances in Kind. . . . .	5
14. Failure to Take in Kind . . . . .	6
15. Rental Settlement . . . . .	6
16. Allocation of Prior Production . . . . .	6
17. Titles . . . . .	6
18. Lease and Contracts Conformed and Extended . . . . .	7
19. Covenants Run with Land, successors and Assigns . . . . .	7
20. Effective Date and Term . . . . .	7
21. Notices . . . . .	8
22. No Waiver of Certain Rights . . . . .	8
23. Unavoidable Delay . . . . .	8
24. Loss of Title . . . . .	9
25. Non-Joinder and Subsequent Joinder . . . . .	9
26. No Partnership . . . . .	9
27. Counterparts . . . . .	9
28. Taxes . . . . .	10

Exhibit A – Description and plat of Unit Area

Exhibit B - Schedule showing tract participation, type and percentage of ownership







1           **1. ENABLING ACT AND REGULATIONS.** C.R.S. §34-60-118, Agreements for  
2 development and unit operations, and all valid, existing, pertinent regulations are accepted  
3 and made part of this Agreement.  
4

5           **2. UNITIZED FORMATION AND UNITIZED SUBSTANCES.** The "Unitized  
6 Formation" subject to the terms of this Agreement shall be the Cretaceous "J" Sand  
7 formation. The Cretaceous "J" Sand formation is defined as the stratigraphic interval  
8 located between a depth of 3,876 feet below the surface and a depth of 4,014 feet below  
9 the surface as shown on the electric log run on the Christianson 21B-12 well on December  
10 16, 2012 and located in the NE1/4NW1/4 of Section 12, Township 3 South, Range 50  
11 West, 6<sup>th</sup> P.M., Washington County, Colorado. "Unitized Substances" shall include all oil  
12 and gas in the Unitized Formation or produced from the Unitized Formation.  
13

14           **3. UNIT AREA.** The Unit Area described in Exhibit A to this Agreement is  
15 designated and recognized as constituting the Unit Area, containing 370 acres, more or  
16 less. The Unit Area shall when practicable be expanded to include additional lands or  
17 shall be contracted to exclude lands whenever such expansion or contraction is deemed to  
18 be necessary or advisable to conform with the purposes of this Agreement.  
19

20           Exhibit A shows the boundary of the Unit Area, the boundaries and identity of tracts  
21 and leases in the Unit Area. Exhibit B tabulates, to the best of the Parties' knowledge, the  
22 acreage, percentage, and ownership of oil and gas interests in all lands in the Unit Area.  
23 Exhibits A and B shall be revised whenever changes in the Unit Area or in the ownership  
24 interests in the individual tracts render such revision necessary.  
25

26           **4. AMENDMENT OF UNIT AREA.** An order providing for unit operations may be  
27 amended by an order made by the Commission in the same manner and subject to the  
28 same conditions as the original order providing for unit operations; but if such an  
29 amendment affects only the rights and interests of the persons who have the right to drill  
30 into and produced from the Unitized Formation ("Owners"), the approval of the amendment  
31 by the owners of royalty, overriding royalty, production payment and other such interest  
32 which is free of costs shall not be required. No such order of amendment shall change the  
33 percentage for the allocation of oil and gas as established for any separately owned tract  
34 by the original order, except with the consent of all persons owning oil and gas rights in  
35 such tract. [34-60-118(6)]  
36

37           **5. UNIT OPERATOR.** Edward Mike Davis, L.L.C. is designated as Unit Operator  
38 and by signature hereto as Unit Operator agrees and consents to accept the duties and  
39 obligations of Unit Operator for the development and production of Unitized Substances as  
40 herein provided. Whenever reference is made herein to the Unit Operator, such reference



means the Unit Operator acting in that capacity and not as an owner of interest in Unitized Substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest only when such an interest is owned by it.

**6. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR.** Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the Parties which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the Unitized Substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with Unit Operator and, together with this Agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this Agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the Parties only for the purposes herein specified.

**7. RESIGNATION OR REMOVAL OF UNIT OPERATOR.** Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period. Resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may be removed only for gross negligence or willful misconduct in the performance of its duties or obligations hereunder. If the Unit Operator owns 80% or more of the working interest in the unit, then a unanimous vote of all other working interest owners shall be required to remove the Unit Operator. If the Unit Operator owns less than 80% of the working interest in the unit, It may be removed by the same percentage vote of the working interest owners as herein provided for the selection of a new Unit Operator, provided further, however, that at least two working interest owners vote to remove the Unit Operator.

The resignation or removal of Unit Operator under this Agreement shall not terminate its right, title or interest as owner of a working interest or other interest in Unitized Substances, but upon resignation or removal of Unit Operator becoming effective,



1 such Unit Operator shall deliver possession of all wells, equipment, materials, and  
2 appurtenances used in conducting the unit operations to the new duly qualified successor  
3 Unit Operator or to a common agent, if no such new Unit Operator is selected, to be used  
4 for the purpose of conducting unit operations hereunder. Nothing herein shall be  
5 construed as authorizing removal of any material, equipment, or appurtenances needed for  
6 the preservation of any wells.

7  
8 **8. SUCCESSOR UNIT OPERATOR.** Whenever Unit Operator shall tender its  
9 resignation as Unit Operator or shall be removed as provided in this Agreement, or a  
10 change of Unit Operator is negotiated by the working interest owners, the owners of the  
11 working interests shall, pursuant to terms of the Unit Operating Agreement, select a  
12 successor Unit Operator.

13  
14 **9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT.** Costs  
15 and expenses incurred by Unit Operator in conducting unit operations hereunder shall be  
16 paid and apportioned among and borne by the working interest owners, all in accordance  
17 with the agreement or agreements entered into by and between the Unit Operator and the  
18 working interest owners. Any agreement or agreements entered into between the working  
19 interest owners and the Unit Operator as provided in this section, whether one or more,  
20 are herein referred to as the "Unit Operating Agreement." Such Unit Operating Agreement  
21 shall also provide the manner in which the working interest owners shall be entitled to  
22 receive their respective proportionate and allocated share of the benefits accruing hereto  
23 in conformity with their underlying operating agreements, leases, or other independent  
24 contracts, and such other rights and obligations as between Unit Operator and the working  
25 interest owners as may be agreed upon by Unit Operator and the working interest owners;  
26 however, no such Unit Operating Agreement shall be deemed either to modify any of the  
27 terms and conditions of this Agreement or to relieve the Unit Operator of any right or  
28 obligation established under this Agreement, and in case of any inconsistency or conflict  
29 between this Agreement and the Unit Operating Agreement, this Agreement shall govern.

30  
31 **10. PLAN OF FURTHER DEVELOPMENT AND OPERATION.** Within 6 months  
32 after the effective date of this Agreement, Unit Operator shall submit for the approval of the  
33 working interest owners a plan of development and operation for the unitized land which,  
34 when approved by the owners of the working interests, shall constitute the further drilling  
35 and development obligations of the Unit Operator under this Agreement for the period  
36 specified therein. Thereafter, from time to time before the expiration of any existing plan,  
37 the Unit Operator shall submit for the approval of the owners of the working interests a  
38 plan for an additional specified period for the development and operation of the unitized  
39 land.



1           **11. TRACT PARTICIPATION.** The Tract Participation for each tract in the Unit  
2 Area is shown in Exhibit B and has been determined on the following basis:

3		
4	Tract acreage within the Unit Area	10%
5	Movable hydrocarbon pore volume	90%
6		

7 No amendment shall change the percentage for the allocation of oil and gas as established  
8 for any separately owned tract by the original order, except with the consent of all persons  
9 owning oil and gas rights in such tract, or change the percentage for the allocation of cost  
10 as established for any separately owned tract by the original order, except with the consent  
11 of all Owners in such tract.

12  
13           **12. ALLOCATION OF PRODUCTION.** All Unitized Substances produced from the  
14 Unit Area, except any part thereof used in conformity with good operating practices within  
15 the unitized area for drilling, operating and other production or development purposes, for  
16 repressuring or recycling in accordance with this Agreement, or unavoidably lost, shall be  
17 deemed to be produced in proportion to the Tract Participation defined in Section 11  
18 above. The amount of Unitized Substances allocated to each tract, regardless of whether  
19 the amount is more or less than the actual production from the well or wells, if any, located  
20 on such tract, shall be deemed to have been produced from such tract. The Unitized  
21 Substances allocated to each tract shall be distributed among or accounted for to, the oil  
22 and gas interest owners entitled to share in production from such tract in the same  
23 manner, in the same proportions and upon the same conditions as they would have  
24 participated and shared in production from such tract, or in the proceeds thereof, had this  
25 Agreement not been entered into, and with the same legal effect. If any oil and gas rights  
26 in a tract hereafter become divided and owned in severally as to different parts of the tract,  
27 the owners of the divided interest, in the absence of an agreement providing for a different  
28 division, shall share in the Unitized Substances allocated such tract, or in the proceeds  
29 thereof, in proportion to the surface acreage of their respective parts of such tract. This  
30 Agreement shall not affect allocation of production of substances which are not Unitized  
31 Substances.

32  
33           Unit Operator may use or consume Unitized Substances for unit operations,  
34 including but not limited to injections into the Unitized Formation. No royalty, overriding  
35 royalty or other payments shall be payable on account of Unitized Substances used, lost or  
36 consumed in Unit Operations.

37  
38           **13. TAKING UNITIZED SUBSTANCES IN KIND.** The Unitized Substances  
39 allocated to each tract shall be delivered in kind to the respective oil and gas interest  
40 owners entitled thereto. Such owners shall have the right to construct, maintain and



1 operate within the Unit Area all necessary facilities for that purpose, provided they are  
2 constructed, maintained and operated at the sole cost and risk of such owner and do not  
3 interfere with unit operations. Any extra expenditure incurred by Unit Operator by reason of  
4 the delivery in kind of any portion of Unitized Substances shall be borne by the owners of  
5 such portion. If a Royalty Owner has the right to take in kind a share of Unitized  
6 Substances and fails to do so, the working interest owner whose working interest is subject  
7 to such royalty interest shall be entitled to take in kind such share of Unitized Substances.  
8 Any oil and gas interest owner receiving in kind or separately disposing of all or part of the  
9 Unitized Substances shall be responsible for payment of all royalties, overriding royalties,  
10 production payments and all other payments chargeable against or payable out of such  
11 Unitized Substances, and shall indemnify all other oil and gas interest owner, including  
12 Unit Operator, against any liability for such payment.  
13

14 **14. FAILURE TO TAKE IN KIND.** If any oil and gas interest owner fails to take in  
15 kind or separately dispose of such owner's share of Unitized Substances, Unit Operator  
16 shall have the right, but not the obligation, for the time being and subject to revocation of  
17 the owner of the oil and gas interest, to sell to others such share; however, all contracts of  
18 sale by Unit Operator of any other owner's share of Unitized Substances shall only be for  
19 such reasonable periods of time as are consistent with the minimum needs of the industry  
20 under the circumstances, but in no event shall any such contract before a period in excess  
21 of one year.  
22

23 **15. RENTAL SETTLEMENT.** Unless otherwise agreed by owners of the working  
24 interests, rental, shut-in royalties or minimum royalties due on leases committed hereto  
25 shall be paid by the appropriate parties under existing contracts, laws, and regulations.  
26 Nothing in this Agreement shall operate to relieve responsible parties from their obligations  
27 for payment of any rental, shut-in royalty or minimum royalty due under their leases.  
28

29 **16. ALLOCATION OF PRIOR PRODUCTION.** Any merchantable oil, gas or other  
30 substances produced and saved prior to the effective date of this Agreement shall remain  
31 the property of the persons entitled thereto as if this Agreement did not exist. Any such  
32 production not promptly removed may be sold by Unit Operator for the account of the  
33 persons entitled thereto.  
34

35 **17. TITLES.** Each of the Parties who, by acceptance of produced Unitized  
36 Substances or proceeds thereof, may claim to own an oil and gas interest in the Unit Area,  
37 shall be deemed to have warranted title to its interest by through and under itself, but not  
38 otherwise, and shall indemnify and hold harmless all other Parties from any loss due to  
39 failure, in whole or in part, of its title to any such interest.  
40



1           **18. LEASES AND CONTRACTS CONFORMED AND EXTENDED.** The terms,  
2 conditions, and provisions of all leases, subleases, and other contracts relating to  
3 exploration, drilling, development, or operation for oil or gas on lands committed to this  
4 Agreement are hereby expressly modified and amended to the extent necessary to make  
5 the same conform to provisions hereof, but otherwise to remain in full force and effect and,  
6 without limiting the generality of the foregoing, all leases, subleases, and contracts are  
7 particularly modified in accordance with the following:  
8

9           (a) The development and operation of lands subject to this Agreement under the  
10 terms hereof shall be deemed full performance of all obligations for development and  
11 operation with respect to each and every separately owned tract subject to this Agreement,  
12 regardless of whether there is any development of any particular tract of this Unit Area.  
13

14           (b) Drilling and producing operations performed hereunder upon any tract in the  
15 Unit Area shall be deemed to be performed upon and for the benefit of each and every  
16 tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or  
17 produce wells situated on the land therein embraced.  
18

19           (c) Suspension of drilling or producing operations on all unitized lands pursuant to  
20 force majeure shall be deemed to constitute such suspension pursuant to such direction or  
21 consent as to each and every tract of the Unit Area.  
22

23           (d) Each lease, sublease or contract relating to the exploration, drilling,  
24 development, or operation for oil or gas of lands committed to this Agreement which, by its  
25 terms might expire prior to the termination of this Agreement, is hereby extended beyond  
26 any such term so provided therein so that it shall be continued in full force and effect for  
27 and during the term of this Agreement.  
28

29           **19. COVENANTS RUN WITH LAND; SUCCESSORS AND ASSIGNS.** This  
30 Agreement shall extend to, be binding upon and inure to the benefit of the Parties and their  
31 respective heirs, devisees, legal representatives, successors and assigns. The covenants  
32 herein shall be construed to be covenants running with the land with respect to the  
33 interests of the Parties and their successors in interest until this Agreement terminates,  
34 and any grant, transfer or conveyance of interest in land or leases subject hereto shall be  
35 and hereby is conditioned upon the assumption of all privileges and obligations hereunder  
36 by the grantee, transferee, or other successor in interest. No assignment or transfer of any  
37 working interest royalty, or other interest subject hereto shall be binding upon Unit  
38 Operator until the first day of the calendar month after Unit Operator is furnished with the  
39 original, photostatic or certified copy of the instrument of transfer.  
40



1       **20. EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon  
2 a) approval by the Commission, b) ratification by those persons who will pay at least 80%  
3 of the costs of the unit operations, c) ratification by those who will receive at least 80% of  
4 the production or proceeds from the unit operations that will be credited to interests which  
5 are free of cost, such as royalties, overriding royalties and production payments, and d)  
6 entry of the Commission of an order approving unit operations.  
7

8       Production from or diligent drilling or recompletion operations on unitized lands shall  
9 be sufficient to continue this Agreement and the leases subject thereto for so long as such  
10 production or drilling or recompletion operations are continued diligently, with not more  
11 than 120 days' time elapsing between completion of one operation and commencement of  
12 the next operation. However, when both production and diligent operations cease, this unit  
13 agreement shall terminate.  
14

15       This Agreement may be voluntarily terminated by working interest owners owning a  
16 combined Unit Participation of 80% or more.  
17

18       Upon termination of this Agreement, further development and operation of the  
19 unitized Formation as a unit shall be abandoned and unit operations shall cease. Unit  
20 Operator shall file for record in Washington County certificate confirming this Agreement  
21 has terminated and stating its termination date. Each oil and gas lease and other  
22 agreement covering lands within the Unit Area shall remain in force for 120 days after the  
23 date this Agreement terminates, and for such further period as is provided by the lease or  
24 other agreement.  
25

26       **21. NOTICES.** All notices, demands, or statements required hereunder to be given  
27 or rendered to the Parties shall be in writing and shall be personally delivered to the party  
28 or parties, or sent by postpaid registered or certified mail, facsimile or email to the last  
29 known address of each Party.  
30

31       **22. NO WAIVER OF CERTAIN RIGHTS.** Nothing contained in this Agreement  
32 shall be construed as a waiver by any of the Parties of the right to assert any legal or  
33 constitutional right or defense as to the validity or invalidity of any law of the State where  
34 the unitized lands are located, or of the United States, or regulations issued thereunder in  
35 any way affecting the Parties, or as a waiver by any of the Parties of any right beyond its  
36 authority to waive.  
37

38       **23. UNAVOIDABLE DELAY.** All obligations under this Agreement requiring the  
39 Unit Operator to commence or continue drilling, or to operate on, or produce Unitized  
40 Substances from any of the lands covered by this Agreement, shall be suspended while



1 the Unit Operator, despite the exercise of due care and diligence, is prevented from  
2 complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State,  
3 or municipal law or agencies, unavoidable accidents, uncontrollable delays in  
4 transportation, inability to obtain necessary materials or equipment in the open market, or  
5 other matters beyond the reasonable control of the Unit Operator whether similar to  
6 matters herein enumerated or not.

7  
8 **24. LOSS OF TITLE.** In the event title to any tract in the Unit Area shall fail and the  
9 true owner cannot be induced to join in this Agreement, such tract shall be automatically  
10 regarded as not committed hereto, and there shall be such readjustment of future costs  
11 and benefits as may be required on account of the loss of such title. In the event of a  
12 dispute as to title to any royalty, working interest, or other interest subject thereto, payment  
13 or delivery on account thereof may be withheld in an interest-bearing account until the  
14 dispute is finally settled. Unit Operator as such is relieved from any responsibility for any  
15 defect or failure of any title hereunder.

16  
17 **25. NON-JOINDER AND SUBSEQUENT JOINDER.** Any oil or gas interests in  
18 lands within the Unit Area not committed hereto prior to final approval may thereafter be  
19 committed hereto by the owner or owners thereof subscribing or consenting to this  
20 Agreement, and, if the interest is a working interest, by the owner of such interest also  
21 subscribing to the Unit Operating Agreement. After operations are commenced hereunder,  
22 the right of subsequent joinder, as provided in this section, by a working interest owner is  
23 subject to such requirements or approval(s), if any, pertaining to such joinder, as may be  
24 provided for in the Unit Operating Agreement. After final approval hereof, joinder by a non-  
25 working interest owner must be consented to in writing by the working interest owner  
26 committed hereto and responsible for the payment of any benefits that may accrue  
27 hereunder in behalf of such non-working interest. A non-working interest may not be  
28 committed to this Agreement unless the corresponding working interest is committed  
29 hereto. Joinder to this Agreement by a working interest owner, at any time, must be  
30 accompanied by appropriate joinder to the Unit Operating Agreement, in order for the  
31 interest to be regarded as committed to this Agreement.

32  
33 **26. NO PARTNERSHIP.** The duties, obligations and liabilities of the Parties are  
34 intended to be several and not joint or collective. This Agreement is not intended to  
35 create, and shall not be construed to create, an association or trust, or to impose a  
36 partnership duty, obligation or liability with regard to any one or more of the Parties.

37  
38 **27. COUNTERPARTS.** This Agreement may be executed in any number of  
39 counterparts, no one of which needs to be executed by all parties, or may be ratified or  
40 consented to by separate instrument in writing specifically referring hereto and shall be



1 binding upon all those parties who have executed such a counterpart, ratification, or  
2 consent hereto with the same force and effect as if all such parties had signed the same  
3 document, and regardless of whether or not it is executed by all other parties owning or  
4 claiming an interest in the lands within the Unit Area.  
5

6       **28. TAXES.** The working interest owners shall render and pay for their account and  
7 the account of the royalty owners all valid taxes on or measured by the Unitized  
8 Substances in and under or that may be produced, gathered and sold from the land  
9 covered by this Agreement after its effective date, or upon the proceeds derived therefrom.  
10 The working interest owners on each tract shall and may charge the proper proportion of  
11 said taxes to royalty owners having interests in said tract, and may currently retain and  
12 deduct a sufficient amount of the Unitized Substances or derivative products, or net  
13 proceeds thereof, from the allocated share of each royalty owner to secure reimbursement  
14 for the taxes so paid.  
15

16       **IN WITNESS WHEREOF,** the Parties have caused this agreement to be executed  
17 and have set opposite their respective names the date of execution.  
18

EDWARD MIKE DAVIS, L.L.C.

PETERSON ENERGY OPERATING, INC.

\_\_\_\_\_  
Edward Mike Davis, Manager

Date: January \_\_\_, 2013

\_\_\_\_\_  
Date: January \_\_\_, 2013

JSB IRREVOCABLE INCOME TRUST SPOTTIE, INC.  
DATED APRIL 13, 2011

\_\_\_\_\_  
Joy S. Bell, Trustee

\_\_\_\_\_  
Edward Mike Davis, President

Date: January \_\_\_, 2013

Date: January \_\_\_, 2013



1 **ACKNOWLEDGMENTS**

2 STATE OF NEVADA )  
3 ) ss.  
4 COUNTY OF CLARK )  
5

6 The foregoing instrument was acknowledged before me on January \_\_\_, 2013, by  
7 Joy S. Bell in her capacity as trustee of JSB Irrevocable Income Trust dated April 13, 2011.  
8

9 WITNESS my hand and official seal.  
10

11 My Commission Expires:

\_\_\_\_\_  
Notary Public  
12  
13

14 STATE OF COLORADO )  
15 ) ss.  
16 COUNTY OF DENVER )  
17

18 The foregoing instrument was acknowledged before me on January \_\_\_, 2013, by  
19 \_\_\_\_\_ in his capacity as \_\_\_\_\_ of Peterson Energy  
20 Operating, Inc., a Colorado corporation.  
21

22 WITNESS my hand and official seal.  
23

24 My Commission Expires:

\_\_\_\_\_  
Notary Public  
25  
26

27 STATE OF NEVADA )  
28 ) ss.  
29 COUNTY OF CLARK )  
30

31 The foregoing instrument was acknowledged before me on January \_\_\_, 2013, by  
32 Edward Mike Davis in his capacity as manager of Edward Mike Davis, L.L.C., a Nevada  
33 limited liability company, and in his capacity as president of Spottie, Inc., a Nevada  
34 corporation.  
35

36 WITNESS my hand and official seal.  
37

38 My Commission Expires:

\_\_\_\_\_  
Notary Public  
39  
40







# **EXHIBIT B TO UNIT AGREEMENT**

## **Section 1: S/2S/2SW/4 and S/2SWSE/4**

Tract Participation Factor = 90%

hydrocarbons in tract + 10% acreage in tract

Hydrocarbons in tract: 369110

Hydrocarbons in unit: 13221623

Percent of hydrocarbons in tract: 2.7917%

Acreage in tract: 60

Total acres in unit: 370

Percent of unit acreage in tract : 16.2162%

Owner	Working Interest in Tract	Tract Part. Factor	Working Interest in Unit	Net Revenue Interest in Tract	90% Allocation for Reservoir Volume	10% Allocation for Land Area	Net Revenue Interest in Unit Sum of 90% Plus 10%
JSB Irrevocable Income Trust dated April 13, 2011	0.9	0.041342	0.037207	0.555000	0.013945	0.009000	0.022945
Peterson Energy Operating Inc.	0.1	0.041342	0.004134	0.080000	0.002010	0.001297	0.003307
Gasconade Oil Co.	0	0.041342	0	0.001500	0.000038	0.000024	0.000062
Neal A. LaFon	0	0.041342	0	0.025000	0.000628	0.000405	0.001034
Joy Susan Bell	0	0.041342	0	0.200000	0.005025	0.003243	0.008268
EKB California LLC	0	0.041342	0	0.005000	0.000126	0.000081	0.000207
Westmeath Corporation	0	0.041342	0	0.001500	0.000038	0.000024	0.000062
McLish Resources, LP	0	0.041342	0	0.001500	0.000038	0.000024	0.000062
Logan Minerals LLC	0	0.041342	0	0.000250	0.000006	0.000004	0.000010
Rofram Minerals, LLC	0	0.041342	0	0.000250	0.000006	0.000004	0.000010
Victoria L. Beacom	0	0.041342	0	0.005000	0.000126	0.000081	0.000207
L7 Land LLC	0	0.041342	0	0.062500	0.001570	0.001014	0.002584
Joneal Young	0	0.041342	0	0.062500	0.001570	0.001014	0.002584
<b>TOTALS:</b>	<b>1.0</b>		<b>0.041342</b>	<b>1.000000</b>	<b>0.025125</b>	<b>0.016216</b>	<b>0.041342</b>



Section 2: SE/4SE/4SE/4

Hydrocarbons in tract: 0		Acreage in tract: 10					
Hydrocarbons in unit: 13221623		Total acres in unit: 370					
Percent of hydrocarbons in tract: 0%		Percent of unit acreage in tract : 2.7027%					
Owner	Working Interest in Tract	Tract Part. Factor	Working Interest in Unit	Revenue Interest in Tract	Allocation for Reservoir Volume	10% Allocation for Land Area	Sum of 90% Plus 10% Allocations
	1	.002703	0.002703	1.000000	0	0.002703	0.002703
TOTALS:	1		0.002703	1.000000	0	0.002703	0.002703

Section 11: E/2NE/4NE/4, NE/4SE/4NE/4

Hydrocarbons in tract: 0				Acreage in tract: 30			
Hydrocarbons in unit: 13221623				Total acres in unit: 370			
Percent of hydrocarbons in tract: 0%				Percent of unit acreage in tract :8.1081%			
Owner	Working Interest in Tract	Tract Part. Factor	Working Interest in Unit	Revenue Interest in Tract	Allocation for Reservoir Volume	Allocation for Land Area	Sum of 90% Plus 10% Allocations
Edward Mike Davis, L.L.C.	0.375	.008018	0.003041	0.328125	0	0.002660	0.002660
Caerus Washco, LLC	0.25	.008018	0.002027	0.218750	0	0.001774	0.001774
Leona M. Christianson	0	.008018	0	0.015625	0	0.000127	0.000127
Jason M. Friend	0	.008018	0	0.005208	0	0.000042	0.000042
Magnolia Minerals Trust, LLC	0	.008018	0	0.010417	0	0.000084	0.000084
L7 Land LLC	0	.008018	0	0.015625	0	0.000127	0.000127



Dennis L. Christianson and Kathleen J. Christianson	0	.008018	0	0.031250	0	0.000253	0.000253
Margaret E. Wasson	0.125	.008018	0.001014	0.125000	0	0.001014	0.001014
Dorothy Jane Hesse Weisbrod	0.0625	.008018	0.000507	0.062500	0	0.000507	0.000507
Bernard B. Hessee V, c/o Dorothy Janet Weisbrod	0.0625	.008018	0.000507	0.062500	0	0.000507	0.000507
Spottie, Inc.	0.125	.008018	0.001014	0.125000	0	0.001014	0.001014
<b>TOTALS:</b>	<b>1</b>	<b>.008018</b>	<b>0.000507</b>	<b>1.000000</b>	<b>0</b>	<b>0.008108</b>	<b>0.008018</b>

**Section 12: N2NW/4, N/2SW/4NW/4, SE/4SW/4NW/4, SE/4NW/4**

Hydrocarbons in tract: 12852513  
 Hydrocarbons in unit: 13221623  
 Acreage in tract: 150  
 Total acres in unit: 370  
 Percent of hydrocarbons in tract: 9.72083%  
 Percent of unit acreage in tract : 40.5405%

Owner	Working Interest in Tract	Tract Part. Factor	Working Interest in Unit	Net Revenue Interest in Tract	90% Allocation Reservoir Volume	10% Allocation for Land area	Net Revenue Interest in Unit Sum of 90% Plus 10%
JSB Irrevocable Income Trust dated April 13, 2011	0.9	0.915415	0.823874	0.540000	0.472432	0.021892	0.494324
Peterson Energy Operating Inc.	0.1	0.915415	0.091542	0.080000	0.069990	0.003243	0.073233
Gasconade Oil Co.	0	0.915415	0	0.001500	0.001312	0.000061	0.001373
Neal A. LaFon	0	0.915415	0	0.045000	0.039369	0.001824	0.041194
Joy Susan Bell	0	0.915415	0	0.200000	0.174975	0.008108	0.183083



EKB California LLC	0	0.915415	0	0.002500	0.002187	0.000101	0.002289
Westmeath Corporation	0	0.915415	0	0.001500	0.001312	0.000061	0.001373
McLish Resources, LP	0	0.915415	0	0.001500	0.001312	0.000061	0.001373
Logan Minerals LLC	0	0.915415	0	0.000250	0.000219	0.000010	0.000229
Rofram Minerals, LLC	0	0.915415	0	0.000250	0.000219	0.000010	0.000229
Victoria L. Beacom	0	0.915415	0	0.002500	0.002187	0.000101	0.002289
Dennis L. Christianson and Kathleen J. Christianson	0	0.915415	0	0.046875	0.041010	0.001900	0.042910
Margaret E. Pratt	0	0.915415	0	0.007813	0.006835	0.000317	0.007152
Jane Barrett Calder, Scott F. Calder and Jane B. Calder, Trustees of the Calder Family Trust dated September 2, 1999 and restated April 1, 2008	0	0.915415	0	0.005208	0.004557	0.000211	0.004768
Spottie, Inc.	0	0.915415	0	0.046875	0.041010	0.001900	0.042910
Richard Sheehan							
Barrett Credit Shelter Trust	0	0.915415	0	0.010417	0.009113	0.000422	0.009536
Dorothy Jane Hessee Weisbrod	0	0.915415	0	0.003906	0.003417	0.000158	0.003576
Bernard B. Hessee V, c/o Dorothy Janet Weisbrod	0	0.915415	0	0.003906	0.003417	0.000158	0.003576
<b>TOTALS:</b>	<b>1.0</b>		<b>0.915415</b>	<b>1.000000</b>	<b>0.874875</b>	<b>0.040541</b>	<b>0.915415</b>



# Section 12: W/2E/2NE/4, W/2NE/4

		Hydrocarbons in tract: 0		Acreage in tract: 120			
		Hydrocarbons in unit: 13221623		Total acres in unit: 370			
		Percent of hydrocarbons in tract: 0%		Percent of unit acreage in tract : 32.4324%			
Owner	Working Interest in Tract	Tract Part. Factor	Working Interest in Unit	Revenue Interest in Tract	Allocation Reservoir Volume	Allocation for Land area	Sum of 90% Plus 10% Allocations
JSB Irrevocable Income Trust dated April 30, 2011	0.9	0.032432	0.029189	0.540000	0	0.017514	0.017514
Peterson Energy Operating Inc.	0.1	0.032432	0.003243	0.080000	0	0.002595	0.002595
Gasconade Oil Co.	0	0.032432	0	0.001500	0	0.000049	0.000049
Neal A. LaFon	0	0.032432	0	0.045000	0	0.001459	0.001459
Joy Susan Bell	0	0.032432	0	0.200000	0	0.006486	0.006486
EKB California LLC	0	0.032432	0	0.002500	0	0.000081	0.000081
Westmeath Corporation	0	0.032432	0	0.001500	0	0.000049	0.000049
McLish Resources, LP	0	0.032432	0	0.001500	0	0.000049	0.000049
Logan Minerals LLC	0	0.032432	0	0.000250	0	0.000008	0.000008
Rofram Minerals, LLC	0	0.032432	0	0.000250	0	0.000008	0.000008
Victoria L. Beacom	0	0.032432	0	0.002500	0	0.000081	0.000081
Dennis L. Christianson and Kathleen J. Christianson	0	0.032432	0	0.062500	0	0.002027	0.002027
Spottie, Inc.	0	0.032432	0	0.062500	0	0.002027	0.002027
<b>TOTALS:</b>	<b>1.0</b>		<b>0.032432</b>	<b>1.000000</b>	<b>0</b>	<b>0.032432</b>	<b>0.032432</b>
<b>UNIT SUMS:</b>			<b>1</b>				<b>1.000000</b>



EXHIBIT C TO UNIT APPLICATION  
UNIT OPERATING AGREEMENT  
SPOTTED DOG UNIT AREA  
WASHINGTON COUNTY, COLORADO

THIS AGREEMENT, entered into as of the \_\_\_\_\_ day of January, 2013.

WITNESSETH:

WHEREAS, an agreement entitled, "Unit Agreement for the Development and Operation of the Spotted Dog Field, Washington County, Colorado ("Unit Agreement") provides for a separate agreement to provide for unit operations; and

WHEREAS, PETERSON ENERGY OPERATING, INC., JSB IRREVOCABLE INCOME TRUST DATED APRIL 13, 2011, EDWARD MIKE DAVIS, L.L.C., CAERUS WASHCO, LLC, SPOTTIE, INC., WILLIAM HARMON, HENRY HARMAN, MARGARET WASSON, DOROTHY JANET HESSE WEISBROD and BERNARD B. HESSE V ("Parties" or "Working Interest Owners"), as parties to this Agreement and the Unit Agreement desire to memorialize their agreements concerning operation of the Spotted Dog Unit.

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1**  
**CONFIRMATION OF UNIT AGREEMENT**

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

**ARTICLE 2**  
**EXHIBITS**

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

2.1.1 Exhibits A and B of the Unit Agreement. Exhibit B or a revision thereof, shall not be conclusive as to the information therein, except it may be used as showing



the Unit Participations of the Working Interest Owners for purposes of this Agreement until shown to be in error, or is revised as authorized by this Agreement.

2.1.3 Exhibit C, 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.

2.1.4 Exhibit D, attached hereto, which contains insurance provisions applicable to Unit Operations.

2.1.5 Exhibit E, attached hereto, which contains the inventory and pricing procedure.

2.2 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 Unit Operator's Tools and Equipment. The use by Unit Operator of its own tools and equipment in the drilling of a well or in any other operation in which drilling equipment is required.

3.2.5 Expenditures. The making of any single expenditure in excess of Twenty-five Thousand Dollars (\$25,000.00); 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.

3.2.6 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 Ten Thousand Dollars (\$10,000.00).

3.2.7 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 Operators; however, such designation shall not prevent any Working Interest Owner from appearing in person or from designating another representative in its own behalf.

3.2.8 Audit Exceptions. The settlement of unresolved audit exceptions.

3.2.9 Inventories. The taking of periodic inventories as provided by Exhibit C.

3.2.10 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 C.

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 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 three percent (3%). No meeting shall be called on less than fourteen (14) days advance written notice, with agenda for the meeting attached. 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. Unit Operator or its representative shall be chairman of each meeting.

4.2 Voting Procedure. Working Interest Owners shall determine all matters coming before them as follows:

4.2.1 Voting Interest. Each Working Interest Owner shall have a voting interest equal to its Unit Participation.

4.2.2 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 seventy percent (70%); however, should any one Working Interest Owner own thirty percent (30%) 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 three percent (3%) of the voting interest.

4.2.3 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 proxy or by letter, email or facsimile addressed to Unit Operator if its vote is received prior to the vote at the meeting.

4.2.4 Poll Votes. Working Interest Owners may vote by proxy or by letter, email 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 seven (7) days after a written proposal is received by the Working Interest Owners, the vote taken by proxy or by letter, email or facsimile shall control. Unit Operator shall give prompt notice of the results of such voting to each Working Interest Owner.

4.2.5 Binding Effect of Vote. All Working Interest Owners are obligated for their proportionate share of all costs and expenses of Unit Operations approved by the Working Interest Owners.



**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 C.

5.3 Reversionary Interest. When a Tract ownership changes due to the payout 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.

**ARTICLE 6**  
**UNIT OPERATOR**

6.1 Unit Operator. EDWARD MIKE DAVIS, L.L.C. 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 seventy percent (70%) 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. If



Unit Operator sells all of its Tract Participation interest in the Unit, an election of a new Unit Operator is required.

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, with each Working Interest Owner voting based upon its Unit Participation. 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 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 in accordance with their rights under Article 3 of this Agreement, 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 or contractors 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 or contractors of Unit Operator.

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



7.6 Reports to Governmental Authorities. Unit Operator shall make all reports to governmental authorities that it has the duty to make as Unit Operator.

7.7 Engineering and Geological Information. Unit Operator shall furnish to all Working Interest Owners a copy of all logs and other engineering and geological data pertaining to wells drilled for Unit Operations.

7.8 Expenditures. Unit Operator is authorized to make single expenditures not in excess of Twenty-Five Thousand Dollars (25,000.00) 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.

7.9 Wells Drilled by Unit Operator. All wells drilled by Unit Operator shall be at the rates prevailing in the area. Subject to the consent of the Working Interest Owners pursuant to Section 3.2.4 of this Agreement, 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.

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 Workmen's 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 D.

## **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 Unitized Formation, as shown on Exhibit A.

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 twelve (12) 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.

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 C 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 E to this Agreement.

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 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 by each Working Interest Owner's Unit Participation. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be an item of Unit Expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charges described above.

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.



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 in proportion to its respective Unit Participation. All charges, credits and accounting for Unit Expense shall be in accordance with Exhibit C.

11.2 Advance Billings. Unit Operator shall have the right to require Working Interest Owners to advance their respective shares of estimated Unit Expenses 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 Unpaid Unit Expense. If any Working Interest Owner fails or is unable to pay its share of Unit Expense within sixty (60) days after rendition of a statement therefor by Unit Operator, the non-defaulting Working Interest Owners shall, upon request by Unit Operator, pay the unpaid amount as if it were Unit Expense in the proportion that the Unit Participation of each such Working Interest Owner bears to the Unit Participation of all such Working Interest Owners. Each Working Interest Owner so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in Section 11.5 of this Agreement.

11.5 Security Rights. In addition to any other security rights and remedies provided for by the laws of Colorado with respect to services rendered or materials and equipment furnished under this Agreement, Unit Operator shall have a first and prior lien upon each Working Interest, including the Unitized Substances and the Unit Equipment credited thereto, in order to secure payment of the Unit Expense charged against such Working Interest, together with interest thereon at the rate set forth in Exhibit C or the maximum rate allowed by law, whichever is less. To perfect such lien, each party shall execute deliver to Unit Operator for recording the Model Form Recording Supplement to Operating Agreement and Financing Statement which is part



of the AAPL Form 610 Model Form Operating Agreement (1989). 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 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 of one percent (1%) above prime rate, as established by the Bank of America, on the last day of the calendar month in which the unpaid balance becomes due or the maximum contract rate permitted by the applicable usury laws, whichever is less, has been paid. Each purchaser shall be entitled to rely on Unit Operator's statement concerning the amount owed and the interest payable thereon.

**11.6 Carved-Out Interests.** Any overriding royalty, production payment, net proceeds interest, carried interest or any other interest carved out of a working interest and created after the Effective Date of this Agreement 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 Section 11.5 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 Section 11.5.

**11.7 Pre-Unitization Expense.** Prior to the effective date of the Unit Agreement, Unit Operator and other Working Interest Owners have 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 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, Pre-Unitization Expenses shall be reallocated and billed among all Working Interest Owners in accordance with the Unit Participation interest of each such owner. Credit shall be given for payments made by Working Interest Owners prior to the Effective Date for costs included in the Pre-Unitization Expense. 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 charge described above.

## **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 Ten Thousand Dollars (\$10,000.00), 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 C. 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.

### **ARTICLE 14**

#### **NOTICES**

14.1 Notices. All notices required hereunder shall be in writing and shall be deemed to have been properly served when delivered personally or by overnight courier, or sent by mail, email or facsimile to the address of each Working Interest Owner.



**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 interests in the Unit, exclusive of landowner or overriding 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 by such Working Interest owner or attributable to its interest during the time it owned such interest. 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 Participation. 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 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.

**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, 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 Unit Operator in writing of their election to take over and own the well. Any one or more of the Working Interest Owners of the tract may elect to take over 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, by taking over the well, agree to seal off the Unitized Formation, and upon abandonment to plug and reclaim the well in compliance with applicable laws and regulations.

16.2 Plugging. If the Working Interest owners of a tract do not elect, in accordance with the voting procedure of Section 4.3.2, 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 19; (b) all Unit equipment and real property acquired for the joint account have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners; and (c) there has been a final accounting.

## **ARTICLE 18**

### **ABANDONMENT OF OPERATIONS**

18.1 Termination. Upon termination of the Unit Agreement, the following will occur:

18.1.1 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 Participation.

## **ARTICLE 19** **APPROVAL**

19.1 Original, Counterpart or Other Instrument. Each of the Parties 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 Parties 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 Parties hereto and their respective legal representatives, successors and assigns, and shall constitute a covenant running with the lands, leases and interests covered hereby.

EDWARD MIKE DAVIS, L.L.C.

PETERSON ENERGY OPERATING, INC.

---

Edward Mike Davis, Manager



Date: January \_\_\_\_, 2013

Date: January \_\_\_\_, 2013

JSB IRREVOCABLE INCOME TRUST  
DATED APRIL 13, 2011

SPOTTIE, INC.

---

Joy S. Bell, Trustee

---

Edward Mike Davis, President

Date: January \_\_\_\_, 2013

Date: January \_\_\_\_, 2013



### ACKNOWLEDGMENTS

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

The foregoing instrument was acknowledged before me on January \_\_\_, 2013, by Joy S. Bell in her capacity as trustee of JSB Irrevocable Income Trust dated April 13, 2011.

WITNESS my hand and official seal.

My Commission Expires:

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

STATE OF COLORADO   )  
                                  ) ss.  
COUNTY OF DENVER   )

The foregoing instrument was acknowledged before me on January \_\_\_, 2013, by \_\_\_\_\_ in his capacity as \_\_\_\_\_ of Peterson Energy Operating, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My Commission Expires:

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

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK     )

The foregoing instrument was acknowledged before me on January \_\_\_, 2013, by Edward Mike Davis in his capacity as manager of Edward Mike Davis, L.L.C., a Nevada limited liability company, and in his capacity as president of Spottie, Inc., a Nevada corporation.

WITNESS my hand and official seal.

My Commission Expires:

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



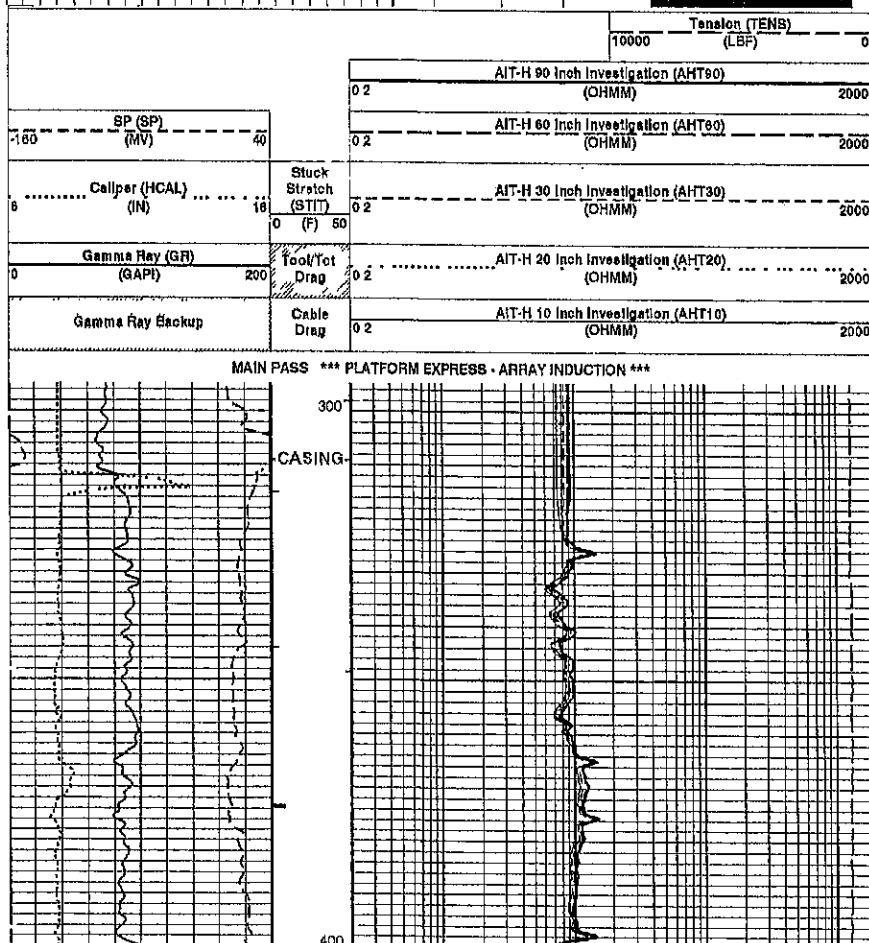
Exhibits A and B to Unit Operating Agreement are attached to the Unit Agreement.

**EXHIBIT C TO UNIT OPERATING AGREEMENT  
ACCOUNTING PROCEDURE**

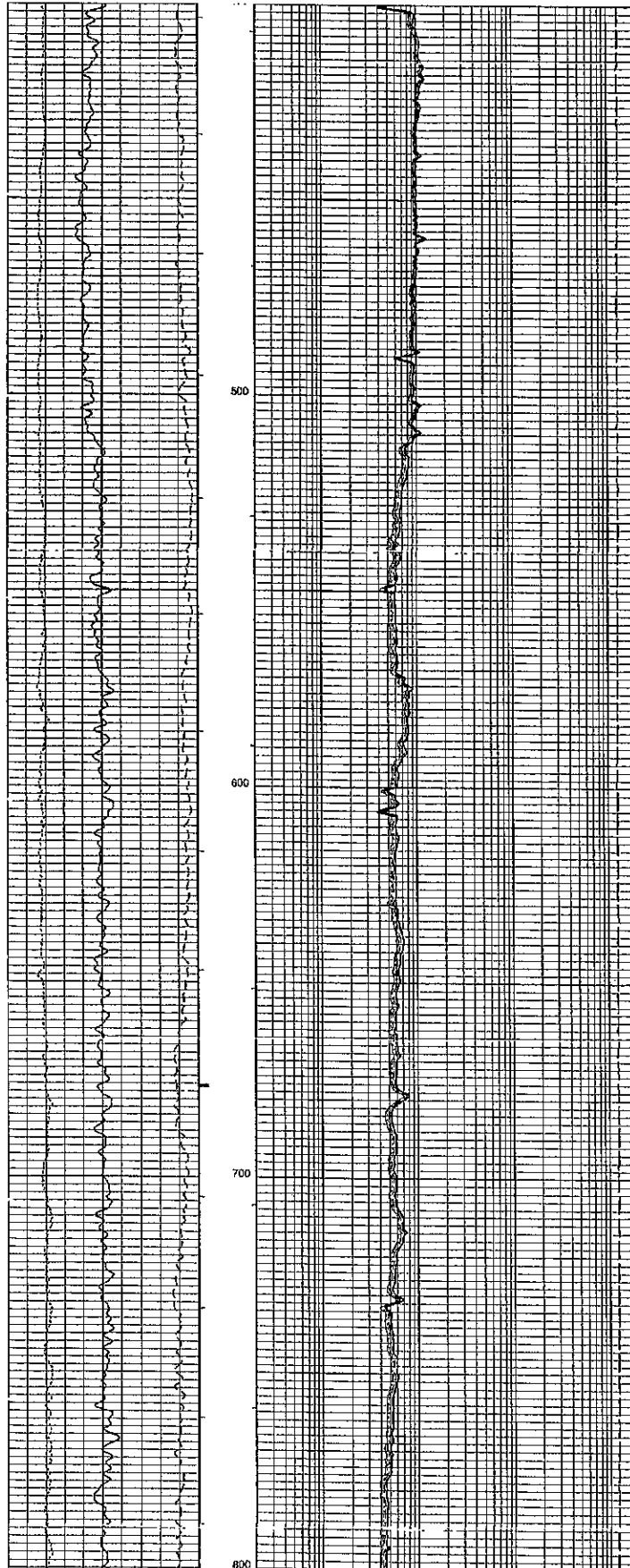
**EXHIBIT D TO UNIT OPERATING AGREEMENT  
INSURANCE PROVISIONS**

**EXHIBIT G TO UNIT OPERATING AGREEMENT  
INVENTORY AND PRICING PROCEDURE**

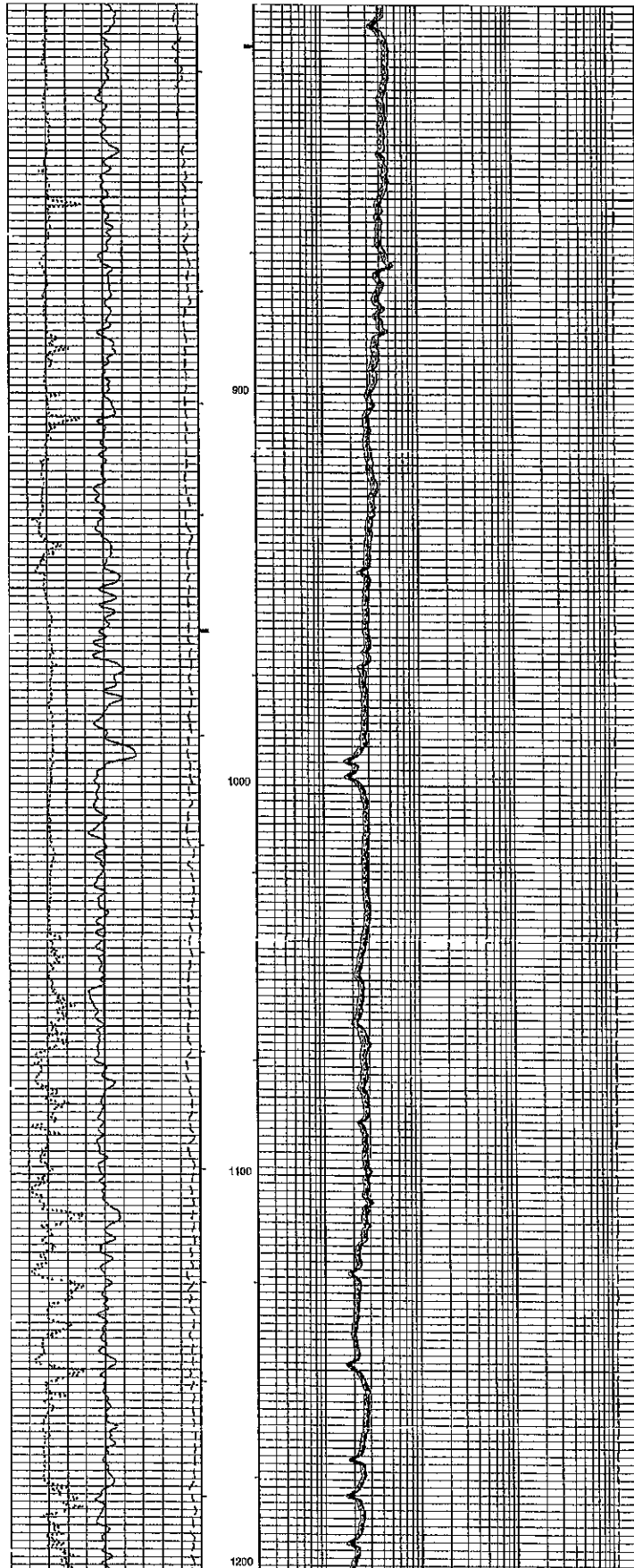


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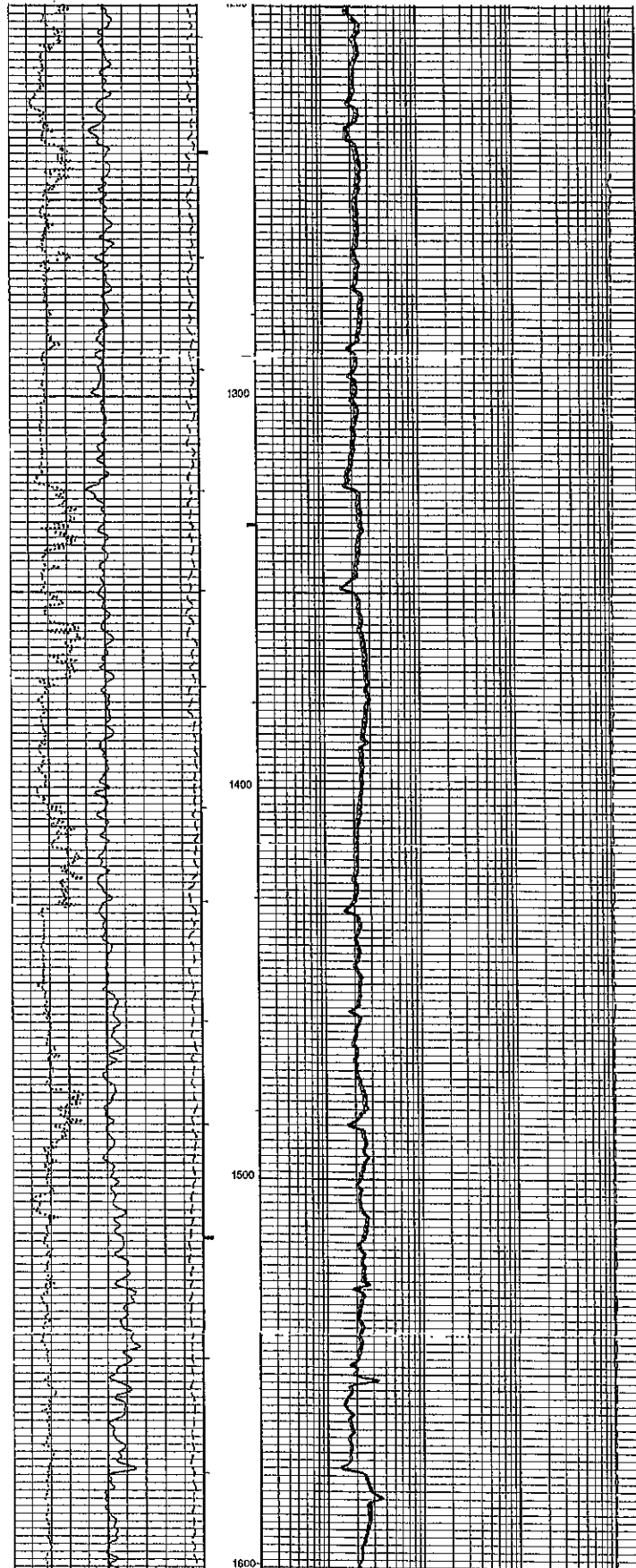




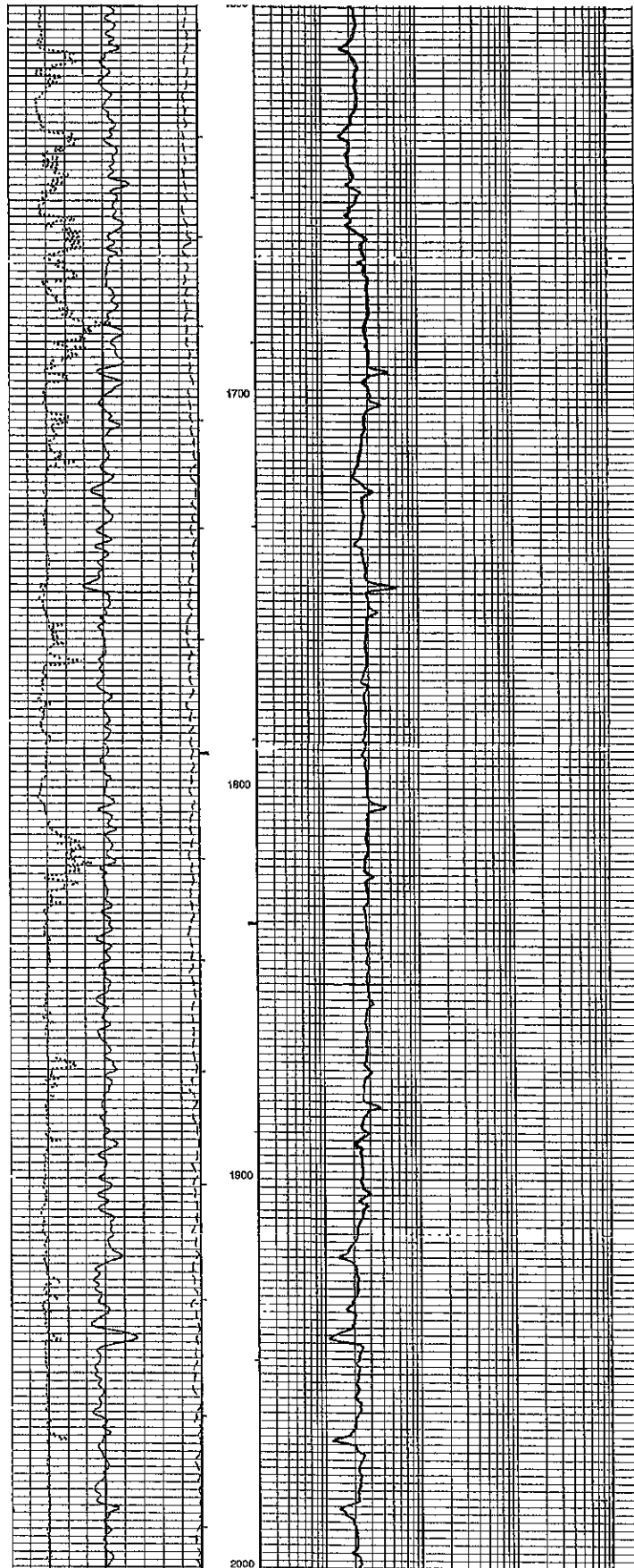




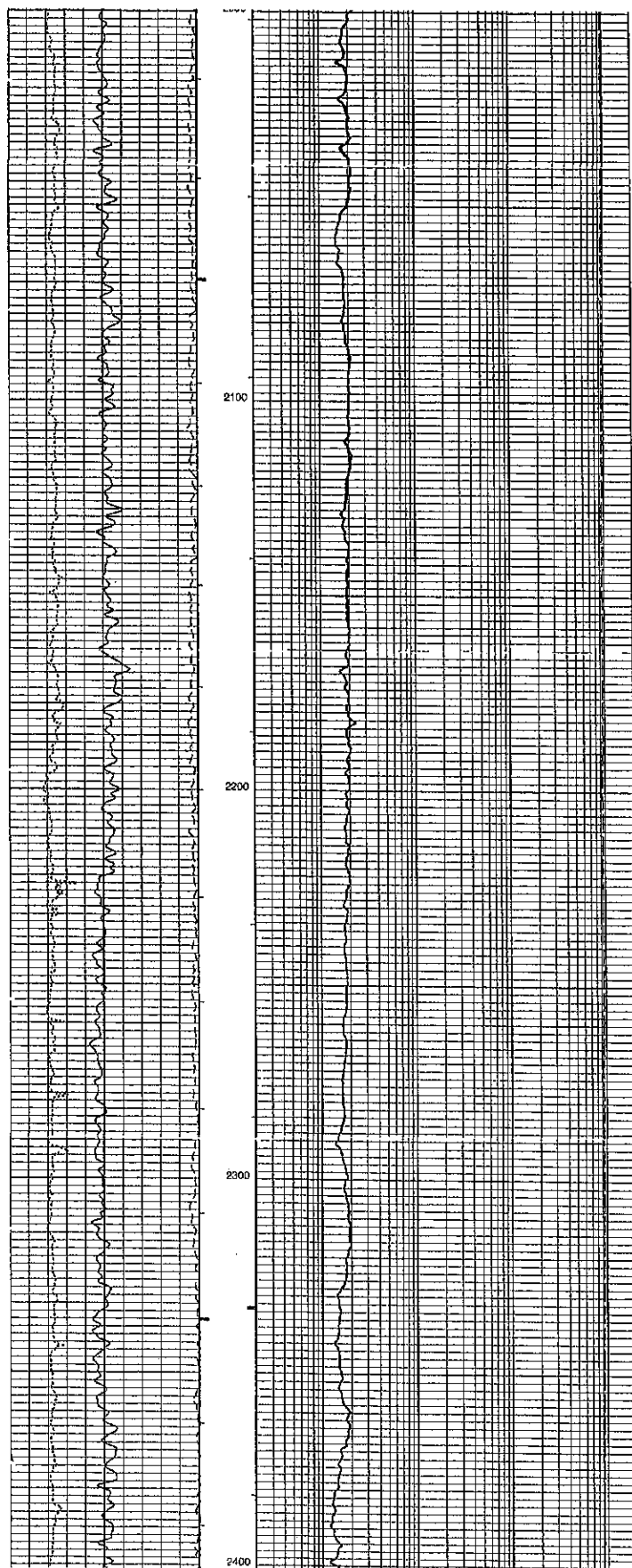




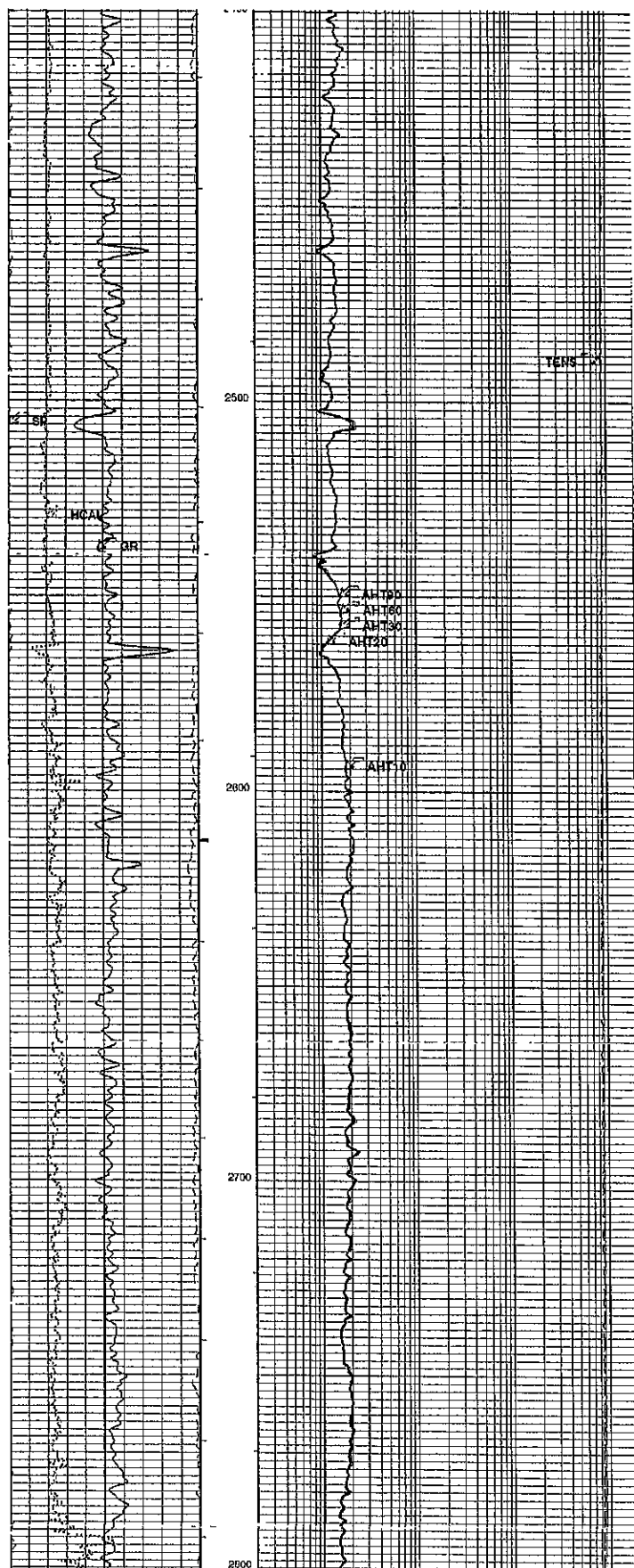




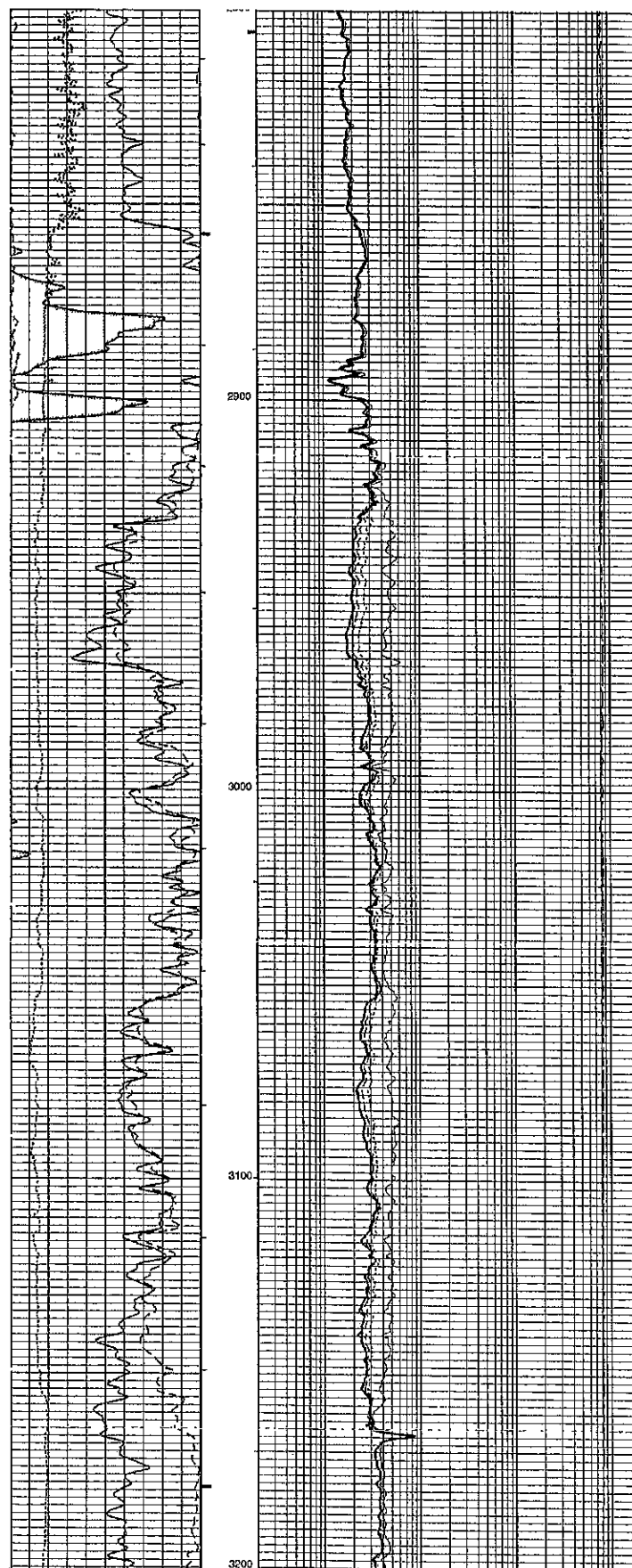




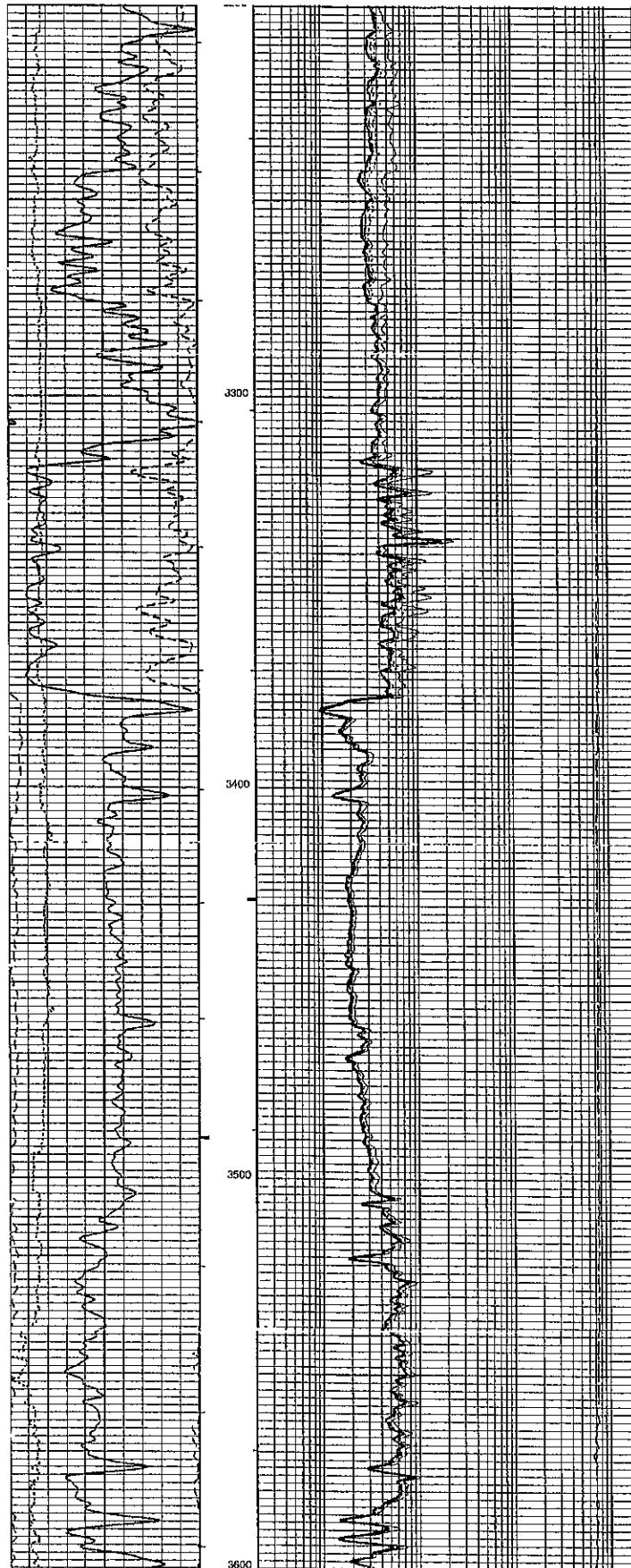




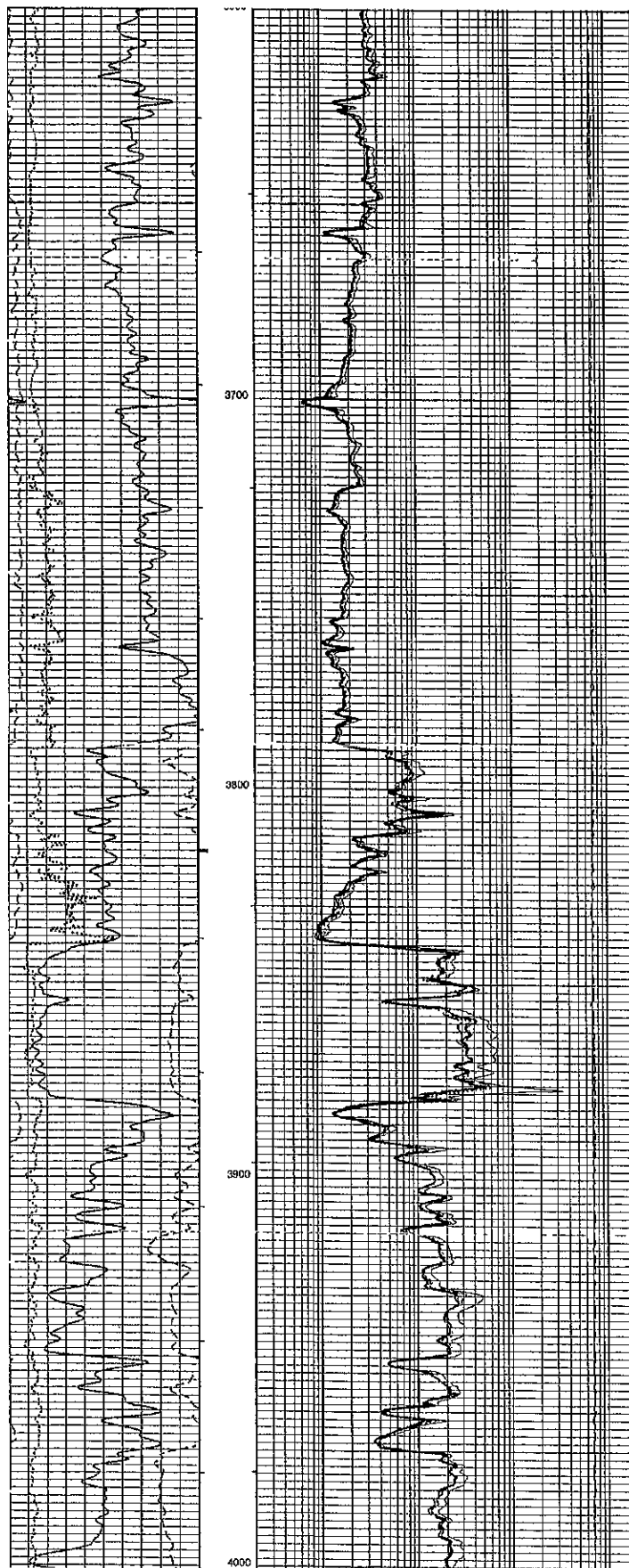




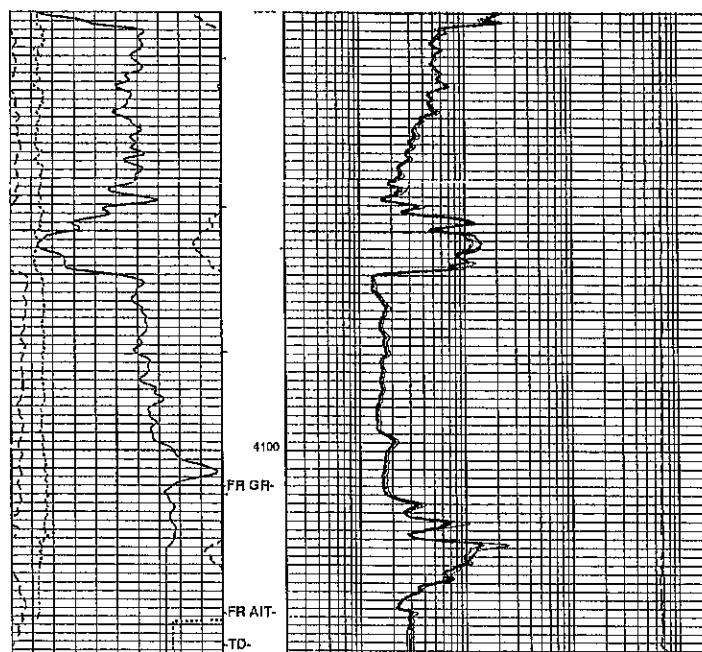












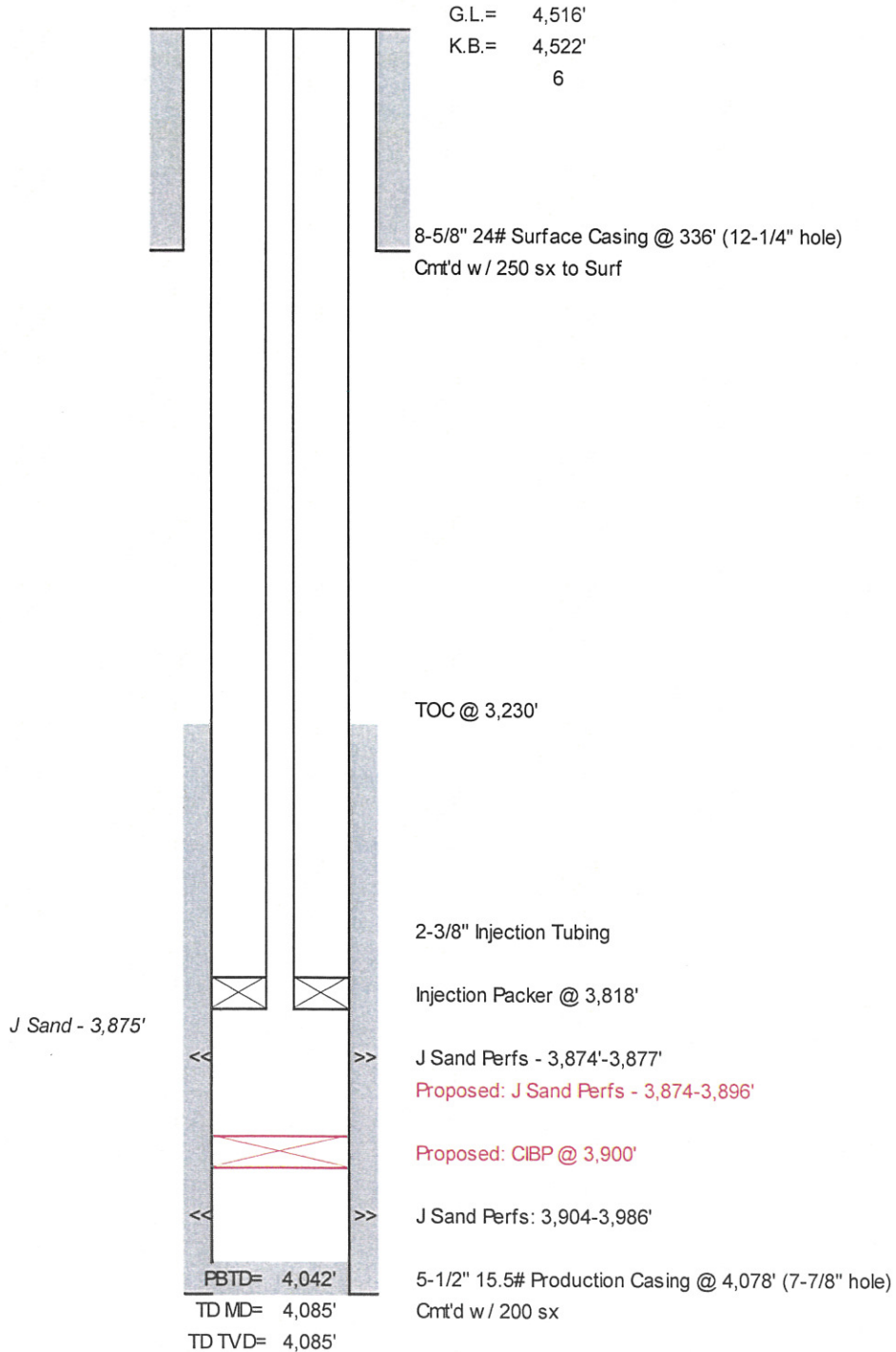


# EXHIBIT E INJECTION WELL CASING AND SUBSURFACE CONSTRUCTION

**Christianson 32-12**  
SHL: 1,980' FNL, 2,040' FEL  
SWNE Sec 12, T3S, R50W  
Washington County, CO  
05-121-10634

Current wellbore  
information is in black.

Proposed wellbore  
changes are in red.

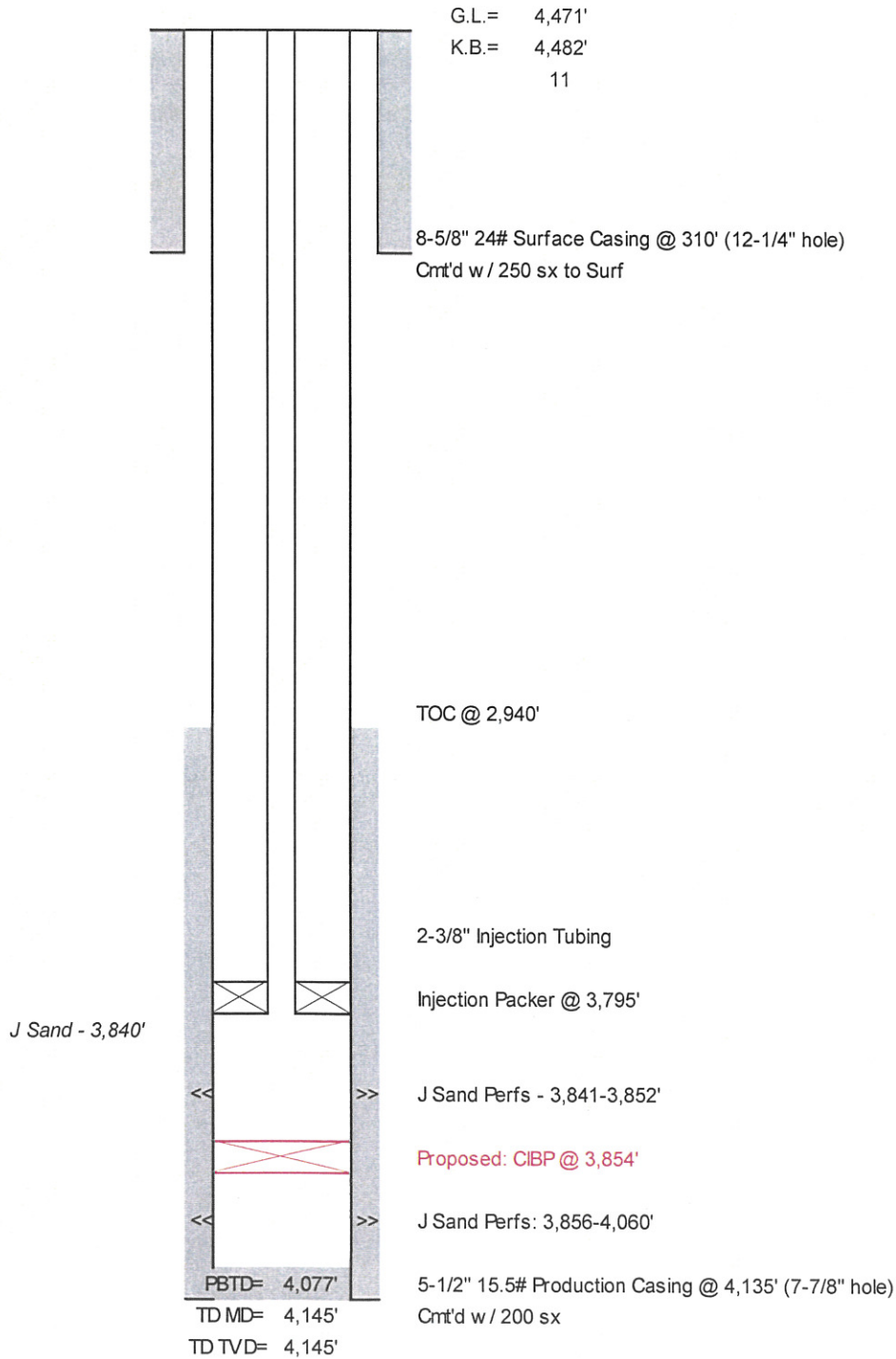




**Christianson SWD 12-12**  
 SHL: 1,580' FNL, 1,110' FWL  
 SWNW Sec 12, T3S, R50W  
 Washington County, CO  
 05-121-10690

Current wellbore information is in black.

Proposed wellbore changes are in red.





## EXHIBIT F

### OWNERS OF INTERESTS IN MINERAL ESTATE WITHIN UNIT AREA

Section 1: S1/2S1/2SW1/4, S1/2SW1/4SE1/4

Section 12: N1/2NW1/4, N1/2SW1/4NW1/4, SE1/4SW1/4NW1/4, SE1/4NW1/4,  
W1/2E1/2NE1/4, W1/2NE1/4

All zones

#### Mineral Owners

L7 LAND LLC  
39660 COUNTY ROAD 20  
AKRON, CO 80720

JONEAL A. YOUNG AND RITA M.  
YOUNG  
15778 HIGHWAY 61  
AKRON, CO 80720

DENNIS L CHRISTIANSON AND  
KATHLEEN J. CHRISTIANSON  
801 NORTH MAIN  
YUMA CO 80759

MARGARET E. PRATT, FKA  
MARGARET E. WASSON  
11380 RED GATES RD  
GALENA, IL 61036

JANE BARRETT CALDER, SCOTT F.  
CALDER AND JANE B. CALDER,  
TRUSTEES OF CALDER FAMILY TRUST  
1814 TOYON LANE  
NEWPORT BEACH, CA 92660

SPOTTIE INC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89107

RICHARD SHEEAN BARRETT CREDIT  
SHELTER TRUST  
6642 SOUTH NEW HAVEN AVE  
TULSA, OK 74136

BERNARD B. HESSE V  
6255 CUPPERTINO TRAIL  
DALLAS, TX 75252

DOROTHY JANET HESSE WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

Section 1: S1/2S1/2SW1/4, S1/2SW1/4SE1/4

Section 12: N1/2 NW1/4, N1/2SW1/4NW1/4, SE1/4SW1/4NW1/4, SE1/4NW1/4,  
W1/2E1/2NE1/4, W1/2NE1/4

All zones except the interval within the Niobrara formation between the depths of 2904  
feet and 3420 feet

#### Working Interest Owners

JSB IRREVOCABLE INCOME TRUST  
DATED APRIL 30, 2011  
750 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

PETERSON ENERGY OPERATING INC.  
2154 WEST EISENHOWER BLVD  
LOVELAND, CO 80537



Section 1: S1/2S1/2SW1/4, S1/2SW1/4SE1/4

Section 12: N1/2 NW1/4, N1/2SW1/4NW1/4, SE1/4SW1/4NW1/4, SE1/4NW1/4,  
W1/2E1/2NE1/4, W1/2NE1/4

All zones except the interval within the Niobrara formation between the depths of 2904 feet and 3420 feet

Overriding Royalty Interest Owners

GASCONADE OIL CO  
410 17<sup>TH</sup> ST STE 1180  
DENVER, CO 80202

NEAL A. LAFON  
1475 N WARD CIRCLE  
FRANKTOWN, CO 80116

EKB CALIFORNIA LLC  
PO BOX 8346  
DENVER, CO 80201

JOY SUSAN BELL  
750 RANCHO CIRCLE  
LAS VEGAS, NV 89107

WESTMEATH CORPORATION  
PO BOX 711  
FARMINGTON, NM 87499-0011

MCLISH RESOURCES LP  
633 17<sup>TH</sup> ST SUITE 1650  
DENVER, CO 80202

LOGAN MINERALS LLC  
324 GARDEN ST  
GOLDEN, CO 80403

ROFAM MINERALS LLC  
SIGMUND J. ROSENFELD SOLE MBR  
225 DEXTER STREET  
DENVER, CO 80220

VICTORIA L. BEACOM  
34568 CEDAR LANE  
PINE, CO 80470

Section 1: S1/2S1/2SW1/4, S1/2SW1/4SE1/4

Section 12: N1/2 NW1/4, N1/2SW1/4NW1/4, SE1/4SW1/4NW1/4, SE1/4NW1/4,  
W1/2E1/2NE1/4, W1/2NE1/4

Only the interval within the Niobrara formation between the depths of 2904 feet and 3420 feet

Working Interest in Niobrara only

BZ GAS CORPORATION  
C/O MARK BOZZONE, PRESIDENT  
103 BRILLIANT AVENUE  
PITTSBURGH, PA 15215

CHARLES T. JONES, PRESIDENT OF  
AMHERST INDUSTRIES, INC.  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

DANIEL W. BOON, III  
3626 RANDALL MILL ROAD, NW  
ATLANTA, GA 30327

MARIE MACINTOSH BOYES  
4068 KESWICH DRIVE  
ATLANTA, GA 30339



CRAIG BRUNER  
5001 HIDDEN BRANCHES CIRCLE  
DUNWOODY, GA 30338

JOHN M. CAPITO JR.  
5 HASTINGS MANOR  
ATLANTA, GA 30327

JOHN S. DRYMAN  
1298 PACES FOREST DRIVE  
ATLANTA, GA 30327

FRANKLIN Y. HUNDLEY, III  
401 HYDE PARK  
NASHVILLE, TN 37215

RONNIE C. KISER  
2027 MELLOR LANE, SW  
MARIETTA, GA 30064

PAULA H. MCINERNY  
730 WHITEMERE COURT  
ATLANTA, GA 30327

RICHARD B. MEANS  
4339 TOWN COMMONS CIRCLE  
ATLANTA, GA 30319

L. RICHARD PLUNKETT, CUSTODIAN  
FOR CLARKE S. PLUNKETT  
1911 GRAYSON HWY, STE 8 #304  
GRAYSON, GA 30017

T. SAM SCIPIO  
305 19<sup>TH</sup> STREET  
DUNBAR, WV 25064

TAYLOR W. SMITH  
3232 COBB PARKWAY, SUITE #310  
ATLANTA, GA 30339

T. CARLTON BRUNER  
7925 WILLOW POINT  
GAINESVILLE, GA 30506

ROBERT F. CARR, III  
55 WEST MONROE ST, STE. 2550  
CHICAGO, IL 60603

ANDREW M. HEAD  
2928 RIDGEWOOD ROAD  
ATLANTA, GA 30327

CHARLES T. JONES AND MARY ELLEN  
JONES  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

FRANK W. LAUK  
1154 BONVIEW LANE  
ATLANTA, GA 30324

W. DAVID MCKINNIE  
3 EL CONCHO LANE  
ROLLING HILLS, CA 90274

RON L. PIKE  
127 BERT ROAD  
SHARPSBURG, GA 30277

RED STAR TOWING C/O  
CHARLES T. JONES, VICE PRESIDENT  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

FRED A. SMITH  
FRED A. SMITH III  
ONE NORTHSIDE 75, SUITE 102  
ATLANTA, GA 30318

DOUGLAS R. VANSKOY  
840 MIDDLE STREET  
SULLIVAN'S ISLAND, SC 29482  
AND  
2314 I-ON AVENUE  
SULLIVAN'S ISLAND, SC 29482



VISTA DRILLING PROGRAM  
2003-1 LIMITED PARTNERSHIP  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

CHARLES J. WALLACE, JR.  
3025 WEST PINE VALLEY ROAD, NW  
ATLANTA, GA 30305

L. RICHARD PLUNKETT  
1911 GRAYSON HWY, STE 8 #304  
GRAYSON, GA 30017

EVANS HOLDING COMPANY, LLC  
2120 CAREY AVENUE, SUITE 310  
CHEYENNE, WY 82001

VISTA RESOURCES, INC.  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

J. CHRISTOPHER THOMAS  
1 WOODCHUTE LANE  
CHARLESTON, WV 25314

Section 1: S1/2S1/2SW1/4, S1/2SW1/4SE1/4

Section 12: N1/2 NW1/4, N1/2SW1/4NW1/4, SE1/4SW1/4NW1/4, SE1/4NW1/4,  
W1/2E1/2NE1/4, W1/2NE1/4

Only the interval within the Niobrara formation between the depths of 2904 feet and  
3420 feet

Overriding Royalty Interest Owners  
DAVID L. KUNOVIC  
2078 SOUTH COORS CIRCLE,  
LAKEWOOD, COLORADO 80228

Section 2: SE1/4SE1/4SE1/4  
All zones

VISTA DRILLING PROGRAM  
2003-2 LIMITED PARTNERSHIP  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

EDWARD H. HARRISON, JR.  
8050 MONTICELLO DRIVE  
ATLANTA, GA 30305

OLIVIA NALLEY HOLT, AS TRUSTEE OF  
THE OLIVIA NALLEY HOLT REVOCABLE  
TRUST UNDER TRUST AGREEMENT  
DATED DECEMBER 30, 2004  
100 GALLERIA PARKWAY, STE 600  
ATLANTA, GA 30339

GAIL ARMSTRONG CAPITO, TRUSTEE  
OF THE GAC REVOCABLE TRUST  
DATED SEPTEMBER 4, 2007  
5 HASTINGS MANOR  
ATLANTA, GA 30327

MICHAEL C. VECELLIO  
11747 SKENE WAY  
HOUSTON, TX 77024



Mineral Owners

WILLIAM HARMAN AND HENRY  
HARMAN  
26940 COUNTY RD RR  
AKRON, CO 80720

Section 11: E1/2NE1/4NE1/4, NE1/4SE1/4NE1/4  
All zones

Mineral Owners

LEONA M. CHRISTIANSON  
1304 BIRCH CIRCLE  
YUMA, CO 80759

JASON M. FRIEND  
4489 THELMA LANE  
LOVELAND, CO 80538

MAGNOLIA MINERALS TRUST, LLC  
2120 S. BIRCH STREET  
DENVER, CO 80222

L7 LAND LLC  
39660 COUNTY RD 20  
AKRON, CO 80720

DENNIS L. CHRISTIANSON AND  
KATHLEEN J. CHRISTIANSON  
801 NORTH MAIN  
YUMA, CO 80759

MARGARET E. PRATT, FKA  
MARGARET E. WASSON  
11380 RED GATES RD  
GALENA, IL 61036

DOROTHY JANE HESSE WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

BERNARD B. HESSE V  
6255 CUPERTINO TRAIL  
DALLAS, TX 75252

SPOTTIE INC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89197

BERNARD B. HESSE V  
C/O DOROTHY JANET WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

Section 11: E1/2NE1/4NE1/4, NE1/4SE1/4NE1/4  
All zones

Working Interest Owners

EDWARD MIKE DAVIS, LLC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89107

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, CO 80202

Overriding Royalty Interest Owners  
NONE



EXHIBIT G  
OWNERS WITHIN ONE-HALF MILE OF UNIT AREA

Township 3 South, Range 49 West  
Section 6: S/2SW/4NW/4

WILLIAM HARMAN AND HENRY  
HARMAN  
26940 COUNTY RD RR  
AKRON, CO 80720

Township 3 South, Range 49 West  
Section 6: W/2SW/4, W/2E/2SW/4

JAWS LAND CO  
17978 COUNTY RD HH  
AKRON, CO 80720

Township 3 South, Range 49 West  
Section 7: W/2E/2NW/4

RAD LAND & CATTLE CO  
6047 COUNTY RD EE  
ANTON, CO 80801

JANICE E. AMES, TRUSTEE  
3010 NORTHWEST PRINCESS ST.  
CORVALLIS, OR 97330-3227

JERELL BELLAMY  
23827 D 50 RD  
DELTA, CO 81416-7603

BRETT C. PAINTER  
12489 MARIPOSA COURT  
WESTMINSTER, CO 80234

JOEL D. PAINTER  
412 BRIARWOOD  
FT. COLLINS, CO 80521

LANCE L. PAINTER  
3058 49<sup>TH</sup> AVE  
GREELEY, CO 80634

MARY ELIZABETH PAINTER  
4457 WINDWALKER WAY  
LOVELAND, CO 80538

CRAIG J. NORTHCUTT AND  
JANIE NORTHCUTT, TRUSTEES  
309 SAINT JAMES  
EDMOND, OK 73034

ROBERT E. PRICE, TRUSTEE  
83833 GRACIE CREEK AVE  
BURWELL, NE 68823-3105

WILLIAM D. PRICE  
13918 EAST MISSISSIPPI AVE #340  
AURORA, CO 80013

RAYMOND W. THOMAS  
3771 COUNTY RD P  
WIGGINS, CO 80654

RONALD W. THOMAS  
19923 GRANITE WOODS LOOP  
VENICE, FL 34292



CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, CO 80202

Township 3 South, Range 49 West  
Section 7: W/2NW/4

RAD LAND & CATTLE CO  
6047 COUNTY RD EE  
ANTON, CO 80801

JANICE E. AMES, TRUSTEE  
3010 NORTHWEST PRINCESS ST.  
CORVALLIS, OR 97330-3227

JERELL BELLAMY  
23827 D 50 RD  
DELTA, CO 81416-7603

BRETT C. PAINTER  
12489 MARIPOSA COURT  
WESTMINSTER, CO 80234

JOEL D. PAINTER  
412 BRIARWOOD  
FT. COLLINS, CO 80521

LANCE L. PAINTER  
3058 49<sup>TH</sup> AVE  
GREELEY, CO 80634

MARY ELIZABETH PAINTER  
4457 WINDWALKER WAY  
LOVELAND, CO 80538

CRAIG J. NORTHCUTT AND  
JANIE NORTHCUTT, TRUSTEES  
309 SAINT JAMES  
EDMOND, OK 73034

UNITED STATES OF AMERICA  
DEPARTMENT OF INTERIOR – BLM  
2859 YOUNGFIELD STREET  
LAKEWOOD, COLORADO 80215

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, CO 80202

Township 3 South, Range 49 West  
Section 7: W/2SW/4, W/2E/2SW/4

RAD LAND & CATTLE CO  
6047 COUNTY RD EE  
ANTON, CO 80801

LANCE L. PAINTER  
3058 49<sup>TH</sup> AVE  
GREELEY, CO 80634

ROBERT E PRICE, TRUSTEE  
83833 GRACIE CREEK AVE  
BURWELL, NE 68823-3105

WILLIAM D. PRICE  
13918 EAST MISSISSIPPI AVE #340  
AURORA, CO 80013

BARBARA PEARL OHR  
38534 COUNTY RD DD  
AKRON, CO 80720

JANICE E. AMES, TRUSTEE  
3010 NORTHWEST PRINCESS ST.  
CORVALLIS, OR 97330-3227

JERELL BELLAMY  
23827 D 50 RD  
DELTA, CO 81416-7603

BRETT C. PAINTER  
12489 MARIPOSA COURT  
WESTMINSTER, CO 80234



JOEL D. PAINTER  
412 BRIARWOOD  
FT. COLLINS, CO 80521

MARY ELIZABETH PAINTER  
4457 WINDWALKER WAY  
LOVELAND, CO 80538

RAYMOND W. THOMAS  
3771 COUNTY RD P  
WIGGINS, CO 80654

RONALD W. THOMAS  
19923 GRANITE WOODS LOOP  
VENICE, FL 34292

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, CO 80202

Township 3 South, Range 50 West  
Section 1: S/2S/2NE/4

L7 LAND LLC  
39660 COUNTY ROAD 20  
AKRON, CO 80720

EDWARD MIKE DAVIS, LLC  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89107

JONEAL A. YOUNG AND RITA M.  
YOUNG  
15778 HIGHWAY 61  
AKRON, CO 80720

Township 3 South, Range 50 West  
Section 1: S/2S/2NW/4

WILLIAM HARMAN AND HENRY  
HARMAN  
26940 COUNTY RD RR  
AKRON, CO 80720

Township 3 South, Range 50 West  
Section 1: N/2S/2

L7 LAND LLC  
39660 COUNTY ROAD 20  
AKRON, CO 80720

EDWARD MIKE DAVIS, LLC  
200 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

JONEAL A. YOUNG AND RITA M.  
YOUNG  
15778 HIGHWAY 61  
AKRON, CO 80720

PETERSON ENERGY OPERATING, INC.  
2154 WEST EISENHOWER BOULEVARD  
LOVELAND, COLORADO 80537



Township 3 South, Range 50 West  
Section 1: N/2S/2SW/4, N/2SW/4SE/4, SE/4SE/4

L7 LAND LLC  
39660 COUNTY ROAD 20  
AKRON, CO 80720

JSB IRREVOCABLE INCOME TRUST  
750 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

JONEAL A. YOUNG AND RITA M.  
YOUNG  
15778 HIGHWAY 61  
AKRON, CO 80720

PETERSON ENERGY OPERATING, INC.  
2154 WEST EISENHOWER BOULEVARD  
LOVELAND, COLORADO 80537

BZ GAS CORPORATION  
C/O MARK BOZZONE, PRESIDENT  
103 BRILLIANT AVENUE  
PITTSBURGH, PA 15215

CHARLES T. JONES, PRESIDENT OF  
AMHERST INDUSTRIES, INC.  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

DANIEL W. BOON, III  
3626 RANDALL MILL ROAD, NW  
ATLANTA, GA 30327

MARIE MACINTOSH BOYES  
4068 KESWICH DRIVE  
ATLANTA, GA 30339

CRAIG BRUNER  
5001 HIDDEN BRANCHES CIRCLE  
DUNWOODY, GA 30338

T. CARLTON BRUNER  
7925 WILLOW POINT  
GAINESVILLE, GA 30506

JOHN M. CAPITO JR.  
5 HASTINGS MANOR  
ATLANTA, GA 30327

ROBERT F. CARR, III  
55 WEST MONROE ST, STE. 2550  
CHICAGO, IL 60603

JOHN S. DRYMAN  
1298 PACES FOREST DRIVE  
ATLANTA, GA 30327

ANDREW M. HEAD  
2928 RIDGEWOOD ROAD  
ATLANTA, GA 30327

FRANKLIN Y. HUNDLEY, III  
401 HYDE PARK  
NASHVILLE, TN 37215

CHARLES T. JONES AND MARY ELLEN  
JONES  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

RONNIE C. KISER  
2027 MELLOR LANE, SW  
MARIETTA, GA 30064

FRANK W. LAUK  
1154 BONVIEW LANE  
ATLANTA, GA 30324

PAULA H. MCINERNY  
730 WHITEMERE COURT  
ATLANTA, GA 30327

W. DAVID MCKINNIE  
3 EL CONCHO LANE  
ROLLING HILLS, CA 90274



RICHARD B. MEANS  
4339 TOWN COMMONS CIRCLE  
ATLANTA, GA 30319

L. RICHARD PLUNKETT, CUSTODIAN  
FOR CLARKE S. PLUNKETT  
1911 GRAYSON HWY, STE 8 #304  
GRAYSON, GA 30017

T. SAM SCIPIO  
305 19<sup>TH</sup> STREET  
DUNBAR, WV 25064

TAYLOR W. SMITH  
3232 COBB PARKWAY, SUITE #310  
ATLANTA, GA 30339

VISTA DRILLING PROGRAM  
2003-1 LIMITED PARTNERSHIP  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

CHARLES J. WALLACE, JR.  
3025 WEST PINE VALLEY ROAD, NW  
ATLANTA, GA 30305

L. RICHARD PLUNKETT  
1911 GRAYSON HWY, STE 8 #304  
GRAYSON, GA 30017

EVANS HOLDING COMPANY, LLC  
2120 CAREY AVENUE, SUITE 310  
CHEYENNE, WY 82001

VISTA RESOURCES, INC.  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

RON L. PIKE  
127 BERT ROAD  
SHARPSBURG, GA 30277

RED STAR TOWING C/O  
CHARLES T. JONES, VICE PRESIDENT  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

FRED A. SMITH  
FRED A. SMITH III  
ONE NORTHSIDE 75, SUITE 102  
ATLANTA, GA 30318

DOUGLAS R. VANSKOY  
840 MIDDLE STREET  
SULLIVAN'S ISLAND, SC 29482  
AND  
2314 I-ON AVENUE  
SULLIVAN'S ISLAND, SC 29482  
VISTA DRILLING PROGRAM  
2003-2 LIMITED PARTNERSHIP  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

EDWARD H. HARRISON, JR.  
8050 MONTICELLO DRIVE  
ATLANTA, GA 30305

OLIVIA NALLEY HOLT, AS TRUSTEE OF  
THE OLIVIA NALLEY HOLT REVOCABLE  
TRUST UNDER TRUST AGREEMENT  
DATED DECEMBER 30, 2004  
100 GALLERIA PARKWAY, STE 600  
ATLANTA, GA 30339  
GAIL ARMSTRONG CAPITO, TRUSTEE  
OF THE GAC REVOCABLE TRUST  
DATED SEPTEMBER 4, 2007  
5 HASTINGS MANOR  
ATLANTA, GA 30327

MICHAEL C. VECELLIO  
11747 SKENE WAY  
HOUSTON, TX 77024



J. CHRISTOPHER THOMAS  
1 WOODCHUTE LANE  
CHARLESTON, WV 25314

Township 3 South, Range 50 West  
Section 2: S/2SE/4NE/4, NE/4SE/4, N/2SE/4SE/4, SW/4SE/4SE/4

WILLIAM HARMAN AND HENRY  
HARMAN  
26940 COUNTY RD RR  
AKRON, CO 80720

Township 3 South, Range 50 West  
Section 2: SE/4SE/4NW/4, S/2SW/4NE/4, W/2SE/4

ALFRED WARD & SON  
PO BOX 737  
OGALLALA, NE 69153-0737

DONALD JAY MCKENZIE  
10773 WEST MARLOW PLACE  
LITTLETON, CO 80127

ELLEN LOUISE MCKENZIE  
4901 E. KENTUCKY CIRCLE, UNIT 106  
DENVER, CO 80246

KENNETH J. NEIBUR TRUST B  
20310 COUNTY RD 6  
KIRK, CO 80824

ROBERT MUCHOW & DORIS L.  
MUCHOW  
P.O. BOX 337  
OTIS, CO 80793

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, CO 80202

Township 3 South, Range 50 West  
Section 2: E/2E/2SW/4

KENNETH J. NEIBUR TRUST B  
20310 COUNTY RD 6  
KIRK, CO 80824

Township 3 South, Range 50 West  
Section 11: W/2E/2NE/4, SE/4SE/4NE/4

LEONA M. CHRISTIANSON  
1304 BIRCH CIRCLE  
YUMA, CO 80759

MARGARET E. PRATT, FKA  
MARGARET E. WASSON  
11380 RED GATES RD  
GALENA, IL 61036

DOROTHY JANE HESSE WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

JASON M. FRIEND  
4489 THELMA LANE  
LOVELAND, CO 80538



BERNARD B. HESSE V  
6255 CUPERTINO TRAIL  
DALLAS, TX 75252

SPOTTIE INC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89197

L7 LAND LLC  
39660 COUNTY RD 20  
AKRON, CO 80720

DENNIS L. CHRISTIANSON AND  
KATHLEEN J. CHRISTIANSON  
801 NORTH MAIN  
YUMA, CO 80759

MAGNOLIA MINERALS TRUST, LLC  
2120 S. BIRCH STREET  
DENVER, CO 80222

EDWARD MIKE DAVIS, LLC  
200 Rancho Circle  
Las Vegas, Nevada 89107

CAERUS WASHCO LLC  
600 17<sup>th</sup> Street, Suite 1600 North  
Denver, Colorado 80202

Township 3 South, Range 50 West  
Section 11: NE/4SE/4

LEONA M. CHRISTIANSON  
1304 BIRCH CIRCLE  
YUMA, CO 80759

MARGARET E. PRATT, FKA  
MARGARET E. WASSON  
11380 RED GATES RD  
GALENA, IL 61036

DOROTHY JANE HESSE WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

RICHARD SHEEAN BARRETT CREDIT  
SHELTER TRUST  
6642 SOUTH NEW HAVEN AVE.  
TULSA, OK 74136

BERNARD B. HESSE V  
6255 CUPERTINO TRAIL  
DALLAS, TX 75252

SPOTTIE INC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89197

OR  
BERNARD B. HESSE V  
C/O DOROTHY JANET WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

DENNIS L. CHRISTIANSON AND  
KATHLEEN J. CHRISTIANSON  
801 NORTH MAIN  
YUMA, CO 80759

EDWARD MIKE DAVIS, LLC  
200 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107



JANE BARRETT CALDER  
SCOTT F. CALDER AND JANE B.  
CALDER, TRUSTEES OF THE CALDER  
FAMILY TRUST DATED SEPTEMBER 2,  
1999 AND RESTATED ON APRIL 1, 2008  
1814 TOYON LANE  
NEWPORT BEACH, CA 92660

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, COLORADO 80202

Township 3 South, Range 50 West  
Section 11: SE/4SE/4

LEONA M. CHRISTIANSON  
1304 BIRCH CIRCLE  
YUMA, CO 80759

MARGARET E. PRATT, FKA  
MARGARET E. WASSON  
11380 RED GATES RD  
GALENA, IL 61036

DOROTHY JANE HESSE WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

RICHARD SHEEAN BARRETT CREDIT  
SHELTER TRUST  
6642 SOUTH NEW HAVEN AVE.  
TULSA, OK 74136

BERNARD B. HESSE V  
6255 CUPERTINO TRAIL  
DALLAS, TX 75252  
OR

DONALD W. CHRISTIANSON  
700 WEST 3<sup>RD</sup> AVE, APT 144  
YUMA, CO 80759

BERNARD B. HESSE V  
C/O DOROTHY JANET WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

JASON M. FRIEND  
4498 THELMA LANE  
LOVELAND, CO 80538

MAGNOLIA MINERALS TRUST, LLC  
2120 S. BIRCH STREET  
DENVER, CO 80222

JANE BARRETT CALDER  
SCOTT F. CALDER AND JANE B.  
CALDER, TRUSTEES OF THE CALDER  
FAMILY TRUST DATED SEPTEMBER 2,  
1999 AND RESTATED ON APRIL 1, 2008  
1814 TOYON LANE  
NEWPORT BEACH, CA 92660

EDWARD MIKE DAVIS, LLC  
200 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, COLORADO 80202



Township 3 South, Range 50 West  
Section 11: W/2E/2, except SW/4SW/4SE/4 AND  
E/2E/2W/2, except SE/4SE/4SW/4

DONALD W. CHRISTIANSON  
700 WEST 3<sup>RD</sup> AVE, APT 144  
YUMA, CO 80759

LEONA M. CHRISTIANSON  
1304 BIRCH CIRCLE  
YUMA, CO 80759

EDWARD MIKE DAVIS, LLC  
200 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

MAGNOLIA MINERALS TRUST, LLC  
2120 S. BIRCH STREET  
DENVER, CO 80222

JASON M. FRIEND  
4498 THELMA LANE  
LOVELAND, CO 80538

L7 LAND LLC  
39660 COUNTY RD 20  
AKRON, CO 80720

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, COLORADO 80202

Township 3 South, Range 50 West  
Section 12: E/2E/2NE/4

DENNIS L. CHRISTIANSON AND  
KATHLEEN J. CHRISTIANSON  
801 NORTH MAIN  
YUMA, CO 80759

SPOTTIE INC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89197

JSB IRREVOCABLE INCOME TRUST  
750 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

PETERSON ENERGY OPERATING, INC.  
2154 WEST EISENHOWER BOULEVARD  
LOVELAND, COLORADO 80537

BZ GAS CORPORATION  
C/O MARK BOZZONE, PRESIDENT  
103 BRILLIANT AVENUE  
PITTSBURGH, PA 15215

CHARLES T. JONES, PRESIDENT OF  
AMHERST INDUSTRIES, INC.  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

DANIEL W. BOON, III  
3626 RANDALL MILL ROAD, NW  
ATLANTA, GA 30327

MARIE MACINTOSH BOYES  
4068 KESWICH DRIVE  
ATLANTA, GA 30339

CRAIG BRUNER  
5001 HIDDEN BRANCHES CIRCLE  
DUNWOODY, GA 30338

T. CARLTON BRUNER  
7925 WILLOW POINT  
GAINESVILLE, GA 30506



JOHN M. CAPITO JR.  
5 HASTINGS MANOR  
ATLANTA, GA 30327

JOHN S. DRYMAN  
1298 PACES FOREST DRIVE  
ATLANTA, GA 30327

FRANKLIN Y. HUNDLEY, III  
401 HYDE PARK  
NASHVILLE, TN 37215

RONNIE C. KISER  
2027 MELLOR LANE, SW  
MARIETTA, GA 30064

PAULA H. MCINERNY  
730 WHITEMERE COURT  
ATLANTA, GA 30327

RICHARD B. MEANS  
4339 TOWN COMMONS CIRCLE  
ATLANTA, GA 30319

L. RICHARD PLUNKETT, CUSTODIAN  
FOR CLARKE S. PLUNKETT  
1911 GRAYSON HWY, STE 8 #304  
GRAYSON, GA 30017

T. SAM SCPIO  
305 19<sup>TH</sup> STREET  
DUNBAR, WV 25064

TAYLOR W. SMITH  
3232 COBB PARKWAY, SUITE #310  
ATLANTA, GA 30339

VISTA DRILLING PROGRAM  
2003-1 LIMITED PARTNERSHIP  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

ROBERT F. CARR, III  
55 WEST MONROE ST, STE. 2550  
CHICAGO, IL 60603

ANDREW M. HEAD  
2928 RIDGEWOOD ROAD  
ATLANTA, GA 30327

CHARLES T. JONES AND MARY ELLEN  
JONES  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

FRANK W. LAUK  
1154 BONVIEW LANE  
ATLANTA, GA 30324

W. DAVID MCKINNIE  
3 EL CONCHO LANE  
ROLLING HILLS, CA 90274

RON L. PIKE  
127 BERT ROAD  
SHARPSBURG, GA 30277

RED STAR TOWING C/O  
CHARLES T. JONES, VICE PRESIDENT  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

FRED A. SMITH  
FRED A. SMITH III  
ONE NORTHSIDE 75, SUITE 102  
ATLANTA, GA 30318

DOUGLAS R. VANSKOY  
840 MIDDLE STREET  
SULLIVAN'S ISLAND, SC 29482  
AND  
2314 I-ON AVENUE  
SULLIVAN'S ISLAND, SC 29482  
VISTA DRILLING PROGRAM  
2003-2 LIMITED PARTNERSHIP  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241



CHARLES J. WALLACE, JR.  
3025 WEST PINE VALLEY ROAD, NW  
ATLANTA, GA 30305

EDWARD H. HARRISON, JR.  
8050 MONTICELLO DRIVE  
ATLANTA, GA 30305

L. RICHARD PLUNKETT  
1911 GRAYSON HWY, STE 8 #304  
GRAYSON, GA 30017

OLIVIA NALLEY HOLT, AS TRUSTEE OF  
THE OLIVIA NALLEY HOLT REVOCABLE  
TRUST UNDER TRUST AGREEMENT  
DATED DECEMBER 30, 2004  
100 GALLERIA PARKWAY, STE 600  
ATLANTA, GA 30339  
GAIL ARMSTRONG CAPITO, TRUSTEE  
OF THE GAC REVOCABLE TRUST  
DATED SEPTEMBER 4, 2007  
5 HASTINGS MANOR  
ATLANTA, GA 30327

EVANS HOLDING COMPANY, LLC  
2120 CAREY AVENUE, SUITE 310  
CHEYENNE, WY 82001

VISTA RESOURCES, INC.  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

MICHAEL C. VECELLIO  
11747 SKENE WAY  
HOUSTON, TX 77024

J. CHRISTOPHER THOMAS  
1 WOODCHUTE LANE  
CHARLESTON, WV 25314

Township 3 South, Range 50 West  
Section 12: SW/4SW/4NW/4

DENNIS L. CHRISTIANSON AND  
KATHLEEN J. CHRISTIANSON  
801 NORTH MAIN  
YUMA, CO 80759

SPOTTIE INC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89197

DOROTHY JANE HESSE WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

MARGARET E. PRATT, FKA  
MARGARET E. WASSON  
11380 RED GATES RD  
GALENA, IL 61036

BERNARD B. HESSE V  
6255 CUPERTINO TRAIL  
DALLAS, TX 75252  
OR  
BERNARD B. HESSE V  
C/O DOROTHY JANET WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

RICHARD SHEEAN BARRETT CREDIT  
SHELTER TRUST  
6642 SOUTH NEW HAVEN AVE.  
TULSA, OK 74136



JANE BARRETT CALDER  
SCOTT F. CALDER AND JANE B.  
CALDER, TRUSTEES OF THE CALDER  
FAMILY TRUST DATED SEPTEMBER 2,  
1999 AND RESTATED ON APRIL 1, 2008  
1814 TOYON LANE  
NEWPORT BEACH, CA 92660

JSB IRREVOCABLE INCOME TRUST  
750 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

BZ GAS CORPORATION  
C/O MARK BOZZONE, PRESIDENT  
103 BRILLIANT AVENUE  
PITTSBURGH, PA 15215

DANIEL W. BOON, III  
3626 RANDALL MILL ROAD, NW  
ATLANTA, GA 30327

CRAIG BRUNER  
5001 HIDDEN BRANCHES CIRCLE  
DUNWOODY, GA 30338

JOHN M. CAPITO JR.  
5 HASTINGS MANOR  
ATLANTA, GA 30327

JOHN S. DRYMAN  
1298 PACES FOREST DRIVE  
ATLANTA, GA 30327

FRANKLIN Y. HUNDLEY, III  
401 HYDE PARK  
NASHVILLE, TN 37215

RONNIE C. KISER  
2027 MELLOR LANE, SW  
MARIETTA, GA 30064

PAULA H. MCINERNY  
730 WHITEMERE COURT  
ATLANTA, GA 30327

PETERSON ENERGY OPERATING, INC.  
2154 WEST EISENHOWER BOULEVARD  
LOVELAND, COLORADO 80537

CHARLES T. JONES, PRESIDENT OF  
AMHERST INDUSTRIES, INC.  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

MARIE MACINTOSH BOYES  
4068 KESWICH DRIVE  
ATLANTA, GA 30339

T. CARLTON BRUNER  
7925 WILLOW POINT  
GAINESVILLE, GA 30506

ROBERT F. CARR, III  
55 WEST MONROE ST, STE. 2550  
CHICAGO, IL 60603

ANDREW M. HEAD  
2928 RIDGEWOOD ROAD  
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JONES  
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FRANK W. LAUK  
1154 BONVIEW LANE  
ATLANTA, GA 30324

W. DAVID MCKINNIE  
3 EL CONCHO LANE  
ROLLING HILLS, CA 90274



RICHARD B. MEANS  
4339 TOWN COMMONS CIRCLE  
ATLANTA, GA 30319

L. RICHARD PLUNKETT, CUSTODIAN  
FOR CLARKE S. PLUNKETT  
1911 GRAYSON HWY, STE 8 #304  
GRAYSON, GA 30017

T. SAM SCIPIO  
305 19<sup>TH</sup> STREET  
DUNBAR, WV 25064

TAYLOR W. SMITH  
3232 COBB PARKWAY, SUITE #310  
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VISTA DRILLING PROGRAM  
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CHARLESTON, WV 25306

FRED A. SMITH  
FRED A. SMITH III  
ONE NORTHSIDE 75, SUITE 102  
ATLANTA, GA 30318

DOUGLAS R. VANSKOY  
840 MIDDLE STREET  
SULLIVAN'S ISLAND, SC 29482  
AND  
2314 I-ON AVENUE  
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OLIVIA NALLEY HOLT, AS TRUSTEE OF  
THE OLIVIA NALLEY HOLT REVOCABLE  
TRUST UNDER TRUST AGREEMENT  
DATED DECEMBER 30, 2004  
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ATLANTA, GA 30339  
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CHARLESTON, WV 25314

Township 3 South, Range 50 West  
Section 12: SW and 10 acres in SW/4SE/4

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FRED A. SMITH III  
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Township 3 South, Range 50 West  
Section 12: SE, less 10 acres in SW/4SE/4

DENNIS L. CHRISTIANSON AND  
KATHLEEN J. CHRISTIANSON  
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YUMA, CO 80759

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FRED A. SMITH III  
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840 MIDDLE STREET  
SULLIVAN'S ISLAND, SC 29482  
AND  
2314 I-ON AVENUE  
SULLIVAN'S ISLAND, SC 29482  
VISTA DRILLING PROGRAM  
2003-2 LIMITED PARTNERSHIP  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

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TRUST UNDER TRUST AGREEMENT  
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2120 CAREY AVENUE, SUITE 310  
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HOUSTON, TX 77024

J. CHRISTOPHER THOMAS  
1 WOODCHUTE LANE  
CHARLESTON, WV 25314



EXHIBIT H  
SURFACE OWNERS, MINERAL OWNERS AND WORKING INTEREST OWNERS  
WITHIN 1/4 MILE OF APPLICATION LANDS

Township 3 South, Range 49 West  
Section 6: W/2W/2SW/4

Surface Interest Owners

JAWS LAND CO  
17978 COUNTY RD HH  
AKRON, CO 80720

Mineral Owners

JAWS LAND CO  
17978 COUNTY RD HH  
AKRON, CO 80720

Township 3 South, Range 49 West  
Section 7: W2W/2NW/4

Surface Interest Owners

RAD LAND & CATTLE CO.  
6047 COUNTY RD EE  
ANTON, CO 80801

Lessee

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, COLORADO 80202

Mineral Owners

RAD LAND & CATTLE CO  
6047 COUNTY RD EE  
ANTON, CO 80801

Mineral Owners

JANICE E. AMES, TRUSTEE  
3010 NORTHWEST PRINCESS ST.  
CORVALLIS, OR 97330-3227

JERELL BELLAMY  
23827 D 50 RD  
DELTA, CO 81416-7603

BRETT C. PAINTER  
12489 MARIPOSA COURT  
WESTMINSTER, CO 80234

JOEL D. PAINTER  
412 BRIARWOOD  
FT. COLLINS, CO 80521

LANCE L. PAINTER  
3058 49<sup>TH</sup> AVE  
GREELEY, CO 80634

MARY ELIZABETH PAINTER  
4457 WINDWALKER WAY  
LOVELAND, CO 80538

CRAIG J. NORTHCUTT AND JANIE  
NORTHCUTT, TRUSTEES  
309 SAINT JAMES  
EDMOND, OK 73034

UNITED STATES OF AMERICA  
DEPARTMENT OF INTERIOR – BLM  
2859 YOUNGFIELD STREET  
LAKEWOOD, COLORADO 80215



Township 3 South, Range 49 West  
Section 7: W/2NW/4SW/4

Surface Interest Owners

RAD LAND & CATTLE CO.  
6047 COUNTY RD EE  
ANTON, CO 80801

Mineral Owners

RAD LAND & CATTLE CO  
6047 COUNTY RD EE  
ANTON, CO 80801

JERELL BELLAMY  
23827 D 50 RD  
DELTA, CO 81416-7603

JOEL D. PAINTER  
412 BRIARWOOD  
FT. COLLINS, CO 80521

MARY ELIZABETH PAINTER  
4457 WINDWALKER WAY  
LOVELAND, CO 80538

ROBERT E. PRICE, TRUSTEE  
83833 GRACIE CREEK AVE  
BURWELL, NE 68823-3105

RAYMOND W. THOMAS  
3771 COUNTY RD P  
WIGGINS, CO 80654

Lessee

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, COLORADO 80202

Mineral Owners

JANICE E. AMES, TRUSTEE  
3010 NORTHWEST PRINCESS ST.  
CORVALLIS, OR 97330-3227

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12489 MARIPOSA COURT  
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LANCE L. PAINTER  
3058 49<sup>TH</sup> AVE  
GREELEY, CO 80634

BARBARA PEARL OHR  
38534 COUNTY RD DD  
AKRON, CO 80720

WILLIAM D. PRICE  
13918 EAST MISSISSIPPI AVE #340  
AURORA, CO 80013

RONALD W. THOMAS  
19923 GRANITE WOODS LOOP  
VENICE, FL 34292

Township 3 South, Range 50 West  
Section 1: S/2N/2S/2

Surface Interest Owners

L7 LAND LLC  
39660 COUNTY ROAD 20  
AKRON, CO 80720

Lessees

EDWARD MIKE DAVIS, LLC  
200 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

PETERSON ENERGY OPERATING, INC.  
2154 WEST EISENHOWER BOULEVARD  
LOVELAND, COLORADO 80537



Mineral Owners

L7 LAND LLC  
39660 COUNTY ROAD 20  
AKRON, CO 80720

Mineral Owners

JONEAL A. YOUNG AND RITA M.  
YOUNG  
15778 HIGHWAY 61  
AKRON, CO 80720

Township 3 South, Range 50 West  
Section 1: N/2S/2SW/4, N/2SW/4SE/4, SE/4SE/4

Surface Interest Owners

L7 LAND LLC  
39660 COUNTY ROAD 20  
AKRON, CO 80720

JONEAL A. YOUNG AND RITA M.  
YOUNG  
15778 HIGHWAY 61  
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15778 HIGHWAY 61  
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Township 3 South, Range 50 West  
Section 2: S/2NE/4SE/4, N/2SE/4SE/4, SW/4SE/4SE/4

Surface Interest Owners

WILLIAM HARMAN AND HENRY  
HARMAN  
26940 COUNTY RD RR  
AKRON, CO 80720

Mineral Owners

WILLIAM HARMAN AND HENRY  
HARMAN  
26940 COUNTY RD RR  
AKRON, CO 80720

Township 3 South, Range 50 West  
Section 2: SE/4NW/4SE/4, E/2SW/4SE/4

Surface Interest Owners

KENNETH J. NEIBUR TRUST B  
20310 COUNTY RD 6  
KIRK, CO 80824

Lessee

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, COLORADO 80202

Mineral Owners

ALFRED WARD & SON  
PO BOX 737  
OGALLALA, NE 69153-0737

Mineral Owners

DONALD JAY MCKENZIE  
10773 WEST MARLOW PLACE  
LITTLETON, CO 80127



ELLEN LOUISE MCKENZIE  
4901 E. KENTUCKY CIRCLE, UNIT 106  
DENVER, CO 80246

KENNETH J. NEIBUR TRUST B  
20310 COUNTY RD 6  
KIRK, CO 80824

ROBERT MUCHOW & DORIS L.  
MUCHOW  
P.O. BOX 337  
OTIS, CO 80793

Township 3 South, Range 50 West  
Section 11: W/2E/2NE/4, SE/4SE/4NE/4

Surface Interest Owners

SWAN VALLEY LAND & LIVESTOCK  
INC.  
45785 COUNTY RD 74  
COPE, CO 80812

Lessees

EDWARD MIKE DAVIS, LLC  
200 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, COLORADO 80202

Mineral Owners

LEONA M. CHRISTIANSON  
1304 BIRCH CIRCLE  
YUMA, CO 80759

Mineral Owners

MARGARET E. PRATT, FKA  
MARGARET E. WASSON  
11380 WEST RED GATES RD  
GALENA, IL 61036

DOROTHY JANE HESSE WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

JASON M. FRIEND  
4489 THELMA LANE  
LOVELAND, CO 80538

BERNARD B. HESSE V  
6255 CUPERTINO TRAIL  
DALLAS, TX 75252

SPOTTIE INC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89197

OR

BERNARD B. HESSE V  
C/O DOROTHY JANET WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

L7 LAND LLC  
39660 COUNTY RD 20  
AKRON, CO 80720

DENNIS L. CHRISTIANSON AND  
KATHLEEN J. CHRISTIANSON  
801 NORTH MAIN  
YUMA, CO 80759



MAGNOLIA MINERALS TRUST, LLC  
2120 S. BIRCH STREET  
DENVER, CO 80222

Township 3 South, Range 50 West  
Section 11: N/2NE/4SE/4, SE/4NE/4SE/4

Surface Interest Owners

SWAN VALLEY LAND & LIVESTOCK  
INC.  
45785 COUNTY RD 74  
COPE, CO 80812

Lessees

EDWARD MIKE DAVIS, LLC  
200 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, COLORADO 80202

Mineral Owners

LEONA M. CHRISTIANSON  
1304 BIRCH CIRCLE  
YUMA, CO 80759

Mineral Owners

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MARGARET E. WASSON  
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GALENA, IL 61036

DOROTHY JANE HESSE WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

RICHARD SHEEAN BARRETT CREDIT  
SHELTER TRUST  
6642 SOUTH NEW HAVEN AVE.  
TULSA, OK 74136

BERNARD B. HESSE V  
6255 CUPERTINO TRAIL  
DALLAS, TX 75252

SPOTTIE INC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89197

OR

BERNARD B. HESSE V  
C/O DOROTHY JANET WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

DENNIS L. CHRISTIANSON AND  
KATHLEEN J. CHRISTIANSON  
801 NORTH MAIN  
YUMA, CO 80759



Township 3 South, Range 50 West  
Section 11: E/2W/2NE/4 and NE/4NW/4SE/4

Surface Interest Owners

L7 LAND LLC  
39660 COUNTY ROAD 20  
AKRON, CO 80720

Mineral Owners

DONALD W. CHRISTIANSON  
700 WEST 3<sup>RD</sup> AVE, APT 144  
YUMA, CO 80759

EDWARD MIKE DAVIS  
730 17<sup>TH</sup> STREET, SUITE 450  
DENVER, CO 80202

JASON M. FRIEND  
4498 THELMA LANE  
LOVELAND, CO 80538

Lessees

EDWARD MIKE DAVIS, LLC  
200 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

CAERUS WASHCO LLC  
600 17<sup>TH</sup> STREET, SUITE 1600 NORTH  
DENVER, COLORADO 80202

Mineral Owners

LEONA M. CHRISTIANSON  
1304 BIRCH CIRCLE  
YUMA, CO 80759

MAGNOLIA MINERALS TRUST, LLC  
2120 S. BIRCH STREET  
DENVER, CO 80222

L7 LAND LLC  
39660 COUNTY ROAD 20  
AKRON, CO 80720

Township 3 South, Range 50 West  
Section 12: E/2E/2NE/4

Surface Interest Owners

JONEAL A. YOUNG AND RITA M.  
YOUNG  
15778 HIGHWAY 61  
AKRON, CO 80720

BZ GAS CORPORATION  
C/O MARK BOZZONE, PRESIDENT  
103 BRILLIANT AVENUE  
PITTSBURGH, PA 15215

Lessees

JSB IRREVOCABLE INCOME TRUST  
750 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

PETERSON ENERGY OPERATING, INC.  
2154 WEST EISENHOWER BOULEVARD  
LOVELAND, COLORADO 80537

CHARLES T. JONES, PRESIDENT OF  
AMHERST INDUSTRIES, INC.  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306



DANIEL W. BOON, III  
3626 RANDALL MILL ROAD, NW  
ATLANTA, GA 30327

CRAIG BRUNER  
5001 HIDDEN BRANCHES CIRCLE  
DUNWOODY, GA 30338

JOHN M. CAPITO JR.  
5 HASTINGS MANOR  
ATLANTA, GA 30327

JOHN S. DRYMAN  
1298 PACES FOREST DRIVE  
ATLANTA, GA 30327

FRANKLIN Y. HUNDLEY, III  
401 HYDE PARK  
NASHVILLE, TN 37215

RONNIE C. KISER  
2027 MELLOR LANE, SW  
MARIETTA, GA 30064

PAULA H. MCINERNY  
730 WHITEMERE COURT  
ATLANTA, GA 30327

RICHARD B. MEANS  
4339 TOWN COMMONS CIRCLE  
ATLANTA, GA 30319

L. RICHARD PLUNKETT, CUSTODIAN  
FOR CLARKE S. PLUNKETT  
1911 GRAYSON HWY, STE 8 #304  
GRAYSON, GA 30017

T. SAM SCPIO  
305 19<sup>TH</sup> STREET  
DUNBAR, WV 25064

TAYLOR W. SMITH  
3232 COBB PARKWAY, SUITE #310  
ATLANTA, GA 30339

MARIE MACINTOSH BOYES  
4068 KESWICH DRIVE  
ATLANTA, GA 30339

T. CARLTON BRUNER  
7925 WILLOW POINT  
GAINESVILLE, GA 30506

ROBERT F. CARR, III  
55 WEST MONROE ST, STE. 2550  
CHICAGO, IL 60603

ANDREW M. HEAD  
2928 RIDGEWOOD ROAD  
ATLANTA, GA 30327

CHARLES T. JONES AND MARY ELLEN  
JONES  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

FRANK W. LAUK  
1154 BONVIEW LANE  
ATLANTA, GA 30324

W. DAVID MCKINNIE  
3 EL CONCHO LANE  
ROLLING HILLS, CA 90274

RON L. PIKE  
127 BERT ROAD  
SHARPSBURG, GA 30277

RED STAR TOWING C/O  
CHARLES T. JONES, VICE PRESIDENT  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

FRED A. SMITH  
FRED A. SMITH III  
ONE NORTHSIDE 75, SUITE 102  
ATLANTA, GA 30318

DOUGLAS R. VANSKOY  
840 MIDDLE STREET  
SULLIVAN'S ISLAND, SC 29482



VISTA DRILLING PROGRAM  
2003-1 LIMITED PARTNERSHIP  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

CHARLES J. WALLACE, JR.  
3025 WEST PINE VALLEY ROAD, NW  
ATLANTA, GA 30305

GAIL ARMSTRONG CAPITO, TRUSTEE  
OF THE GAC REVOCABLE TRUST  
DATED SEPTEMBER 4, 2007  
5 HASTINGS MANOR  
ATLANTA, GA 30327

EVANS HOLDING COMPANY, LLC  
2120 CAREY AVENUE, SUITE 310  
CHEYENNE, WY 82001

VISTA RESOURCES, INC.  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

J. CHRISTOPHER THOMAS  
1 WOODCHUTE LANE  
CHARLESTON, WV 25314

Mineral Owners

DENNIS L. CHRISTIANSON AND  
KATHLEEN J. CHRISTIANSON  
801 NORTH MAIN  
YUMA, CO 80759

AND  
2314 I-ON AVENUE  
SULLIVAN'S ISLAND, SC 29482  
VISTA DRILLING PROGRAM  
2003-2 LIMITED PARTNERSHIP  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

EDWARD H. HARRISON, JR.  
8050 MONTICELLO DRIVE  
ATLANTA, GA 30305

OLIVIA NALLEY HOLT, AS TRUSTEE OF  
THE OLIVIA NALLEY HOLT REVOCABLE  
TRUST UNDER TRUST AGREEMENT  
DATED DECEMBER 30, 2004  
100 GALLERIA PARKWAY, STE 600  
ATLANTA, GA 30339  
L. RICHARD PLUNKETT  
1911 GRAYSON HWY, STE 8 #304  
GRAYSON, GA 30017

MICHAEL C. VECELLIO  
11747 SKENE WAY  
HOUSTON, TX 77024

Mineral Owners

SPOTTIE INC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89197

Township 3 South, Range 50 West  
Section 12: SW/4SW/4NW/4

Surface Interest Owner

SWAN VALLEY LAND & LIVESTOCK  
INC.  
45785 COUNTY RD 74  
COPE, CO 80812

Lessees

JSB IRREVOCABLE INCOME TRUST  
750 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107



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5 HASTINGS MANOR  
ATLANTA, GA 30327

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1298 PACES FOREST DRIVE  
ATLANTA, GA 30327

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401 HYDE PARK  
NASHVILLE, TN 37215

RONNIE C. KISER  
2027 MELLOR LANE, SW  
MARIETTA, GA 30064

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GAINESVILLE, GA 30506

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CHICAGO, IL 60603

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2928 RIDGEWOOD ROAD  
ATLANTA, GA 30327

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AMHERST IND., 2 PORT AMHERST DR.  
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CHARLESTON, WV 25306



T. SAM SCIPIO  
305 19<sup>TH</sup> STREET  
DUNBAR, WV 25064

TAYLOR W. SMITH  
3232 COBB PARKWAY, SUITE #310  
ATLANTA, GA 30339

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GRAYSON, GA 30017

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2120 CAREY AVENUE, SUITE 310  
CHEYENNE, WY 82001

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61 MCMURRAY ROAD, SUITE 300  
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1 WOODCHUTE LANE  
CHARLESTON, WV 25314

Mineral Owners

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KATHLEEN J. CHRISTIANSON  
801 NORTH MAIN  
YUMA, CO 80759

FRED A. SMITH  
FRED A. SMITH III  
ONE NORTHSIDE 75, SUITE 102  
ATLANTA, GA 30318

DOUGLAS R. VANSKOY  
840 MIDDLE STREET  
SULLIVAN'S ISLAND, SC 29482  
AND  
2314 I-ON AVENUE  
SULLIVAN'S ISLAND, SC 29482  
VISTA DRILLING PROGRAM  
2003-2 LIMITED PARTNERSHIP  
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ATLANTA, GA 30305

OLIVIA NALLEY HOLT, AS TRUSTEE OF  
THE OLIVIA NALLEY HOLT REVOCABLE  
TRUST UNDER TRUST AGREEMENT  
DATED DECEMBER 30, 2004  
100 GALLERIA PARKWAY, STE 600  
ATLANTA, GA 30339  
GAIL ARMSTRONG CAPITO, TRUSTEE  
OF THE GAC REVOCABLE TRUST  
DATED SEPTEMBER 4, 2007  
5 HASTINGS MANOR  
ATLANTA, GA 30327

MICHAEL C. VECELLIO  
11747 SKENE WAY  
HOUSTON, TX 77024

Mineral Owners

SPOTTIE INC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89197



RICHARD SHEEAN BARRETT CREDIT  
SHELTER TRUST  
6642 SOUTH NEW HAVEN AVE.  
TULSA, OK 74136

MARGARET E. PRATT, FKA  
MARGARET E. WASSON  
11380 RED GATES RD  
GALENA, IL 61036

DOROTHY JANE HESSE WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

JANE BARRETT CALDER  
SCOTT F. CALDER AND JANE B.  
CALDER, TRUSTEES OF THE CALDER  
FAMILY TRUST DATED SEPTEMBER 2,  
1999 AND RESTATED ON APRIL 1, 2008  
1814 TOYON LANE  
NEWPORT BEACH, CA 92660

BERNARD B. HESSE V  
6255 CUPERTINO TRAIL  
DALLAS, TX 75252  
OR  
BERNARD B. HESSE V  
C/O DOROTHY JANET WEISBROD  
9900 PRESTON RD  
DALLAS, TX 75230

Township 3 South, Range 50 West  
Section 12: N/2SW/4

Surface Interest Owners

SWAN VALLEY LAND & LIVESTOCK  
INC.  
45785 COUNTY RD 74  
COPE, CO 80812

Lessees

EDWARD MIKE DAVIS, LLC  
200 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107

Mineral Owners

DENNIS L. CHRISTIANSON AND  
KATHLEEN J. CHRISTIANSON  
801 NORTH MAIN  
YUMA, CO 80759

Mineral Owners

SPOTTIE INC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89197

Township 3 South, Range 50 West  
Section 12: N/2SE/4

Surface Interest Owners

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YOUNG  
15778 HIGHWAY 61  
AKRON, CO 80720

Lessees

EDWARD MIKE DAVIS, LLC  
200 RANCHO CIRCLE  
LAS VEGAS, NEVADA 89107



Lessees

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ATLANTA, GA 30327

JOHN S. DRYMAN  
1298 PACES FOREST DRIVE  
ATLANTA, GA 30327

FRANKLIN Y. HUNDLEY, III  
401 HYDE PARK  
NASHVILLE, TN 37215

RONNIE C. KISER  
2027 MELLOR LANE, SW  
MARIETTA, GA 30064

PAULA H. MCINERNY  
730 WHITEMERE COURT  
ATLANTA, GA 30327

RICHARD B. MEANS  
4339 TOWN COMMONS CIRCLE  
ATLANTA, GA 30319

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FOR CLARKE S. PLUNKETT  
1911 GRAYSON HWY, STE 8 #304  
GRAYSON, GA 30017

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AMHERST INDUSTRIES, INC.  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306

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4068 KESWICH DRIVE  
ATLANTA, GA 30339

T. CARLTON BRUNER  
7925 WILLOW POINT  
GAINESVILLE, GA 30506

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55 WEST MONROE ST, STE. 2550  
CHICAGO, IL 60603

ANDREW M. HEAD  
2928 RIDGEWOOD ROAD  
ATLANTA, GA 30327

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JONES  
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CHARLESTON, WV 25306

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1154 BONVIEW LANE  
ATLANTA, GA 30324

W. DAVID MCKINNIE  
3 EL CONCHO LANE  
ROLLING HILLS, CA 90274

RON L. PIKE  
127 BERT ROAD  
SHARPSBURG, GA 30277

RED STAR TOWING C/O  
CHARLES T. JONES, VICE PRESIDENT  
AMHERST IND., 2 PORT AMHERST DR.  
CHARLESTON, WV 25306



T. SAM SCIPIO  
305 19<sup>TH</sup> STREET  
DUNBAR, WV 25064

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FRED A. SMITH III  
ONE NORTHSIDE 75, SUITE 102  
ATLANTA, GA 30318

TAYLOR W. SMITH  
3232 COBB PARKWAY, SUITE #310  
ATLANTA, GA 30339

DOUGLAS R. VANSKOY  
840 MIDDLE STREET  
SULLIVAN'S ISLAND, SC 29482  
AND  
2314 I-ON AVENUE  
SULLIVAN'S ISLAND, SC 29482

VISTA DRILLING PROGRAM  
2003-1 LIMITED PARTNERSHIP  
61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

VISTA DRILLING PROGRAM  
2003-2 LIMITED PARTNERSHIP  
61 MCMURRAY ROAD, SUITE 300  
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3025 WEST PINE VALLEY ROAD, NW  
ATLANTA, GA 30305

EDWARD H. HARRISON, JR.  
8050 MONTICELLO DRIVE  
ATLANTA, GA 30305

GAIL ARMSTRONG CAPITO, TRUSTEE  
OF THE GAC REVOCABLE TRUST  
DATED SEPTEMBER 4, 2007  
5 HASTINGS MANOR  
ATLANTA, GA 30327

OLIVIA NALLEY HOLT, AS TRUSTEE OF  
THE OLIVIA NALLEY HOLT REVOCABLE  
TRUST UNDER TRUST AGREEMENT  
DATED DECEMBER 30, 2004  
100 GALLERIA PARKWAY, STE 600  
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2120 CAREY AVENUE, SUITE 310  
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61 MCMURRAY ROAD, SUITE 300  
PITTSBURGH, PA 15241

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11747 SKENE WAY  
HOUSTON, TX 77024

J. CHRISTOPHER THOMAS  
1 WOODCHUTE LANE  
CHARLESTON, WV 25314

Mineral Owners

DENNIS L. CHRISTIANSON AND  
KATHLEEN J. CHRISTIANSON  
801 NORTH MAIN  
YUMA, CO 80759

Mineral Owners

Mineral Owners  
SPOTTIE INC.  
200 RANCHO CIRCLE  
LAS VEGAS, NV 89197



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

IN THE MATTER OF THE APPLICATION OF )  
EDWARD MIKE DAVIS, L.L.C., PETERSON )  
ENERGY OPERATING INC. AND JSB )  
IRREVOCABLE INCOME TRUST FOR )  
UNITIZATION OF THE "J" SAND FORMATION )  
IN THE SPOTTED DOG FIELD, SECTIONS 1, 2 )  
AND 12, TOWNSHIP 3 SOUTH, RANGE 50 )  
WEST, 6<sup>TH</sup> P.M., WASHINGTON COUNTY, )  
COLORADO )

Cause No. 535

Docket No. \_\_\_\_\_

AFFIDAVIT OF MAILING

STATE OF COLORADO §  
§  
CITY AND COUNTY OF DENVER §

I, Stephen J. Sullivan, of lawful age, and being first duly sworn upon my oath, state and declare:


That I am the attorney for Edward Mike Davis, L.L.C., Peterson Energy Operating Inc. and JSB Irrevocable Income Trust and that on or before January 31, 2013, I caused a copy of the attached Application to be deposited in the United States mail, postage prepaid, addressed to the parties listed on Exhibits F, G, and H to the Application.

  
Stephen J. Sullivan

Subscribed and sworn to before me January 31, 2013.

Witness my hand and official seal.



  
Notary Public  
My commission expires: Aug. 29, 2013