CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM – ONLY FOR ACCREDITED INVESTORS

Name of Offeree: _____ Copy No._____

UNITY RESOURCES, LLC

UNITY 11-A

AN OFFERING OF ROYALTY INTERESTS

Minimum Purchase: $28,500 **Offering price: $2,850,000 ($28,500 per 1% Interest)**

Unity Resources, LLC (the ***"Offeror"*** or "***Unity"***) is hereby offering (the "***Offering***") in this Confidential Private Placement Memorandum (the "***Memorandum***") undivided non-possessory Mineral Interests, Royalty Interests and/or Overriding Royalty Interests (as more fully defined in the Glossary, the "***Interests***") in existing and potential income-producing oil, gas and/or mineral properties, as listed on Exhibit A, located primarily in the Bienville, Red River and DeSoto parishes of Louisiana (the "***Unity Properties***"). A majority of the properties in which we are offering Interests will require successful oil and gas drilling and completion operations to generate income, if any, from oil and gas production. In the Offering, we will sell 100% of the Interests for a total of $2,850,000. The purchase price for a 1% Interest in the Unity Properties is $28,500. Only certain "accredited investors" (as defined in Regulation D promulgated under the Securities Act) are eligible to participate in the Offering. We may continue the Offering until all offered Interests are sold or until September 30, 2011 (whichever is earlier), which date may be extended in our sole discretion for up to an additional 90 days (the "***Offering Termination Date***"). If less than $114,000 of the Interests have been sold or have been purchased by us or our Affiliates by the Offering Termination Date, the Offering will terminate and subscription funds will be returned, without interest.

This Offering may accommodate prospective investors who would like to take advantage of Section 1031 of the Internal Revenue Code of 1986, as amended (the "***Code***"), which permits a person to defer federal income tax on gain realized from the disposition of real property held for investment or in a trade or business by receiving "like-kind" replacement property (a "***Section 1031 Exchange***" or "***like-kind exchange***"). Non-possessory Mineral Interests, Royalty Interests and Overriding Royalty Interests in domestic oil and gas properties may qualify as replacement property for Section 1031 Exchanges of real property located in the United States and held for investment or for use in a trade or business. Detailed rules and regulations govern the availability of tax-deferred treatment under Code Section 1031. **If you are considering an investment in the Interests for purposes of completing a Section 1031 Exchange, you should consult with your own tax advisor about this Offering's tax aspects and your individual situation. No representation or warranty of any kind is made with respect to the treatment of the Interests by the Internal Revenue Service ("*IRS*") or any court of law.**

The Interests will be in oil and gas properties with existing production and with current or anticipated oil and gas developmental operations. The primary purpose for acquiring Interests will be to generate income from the production of oil and natural gas. This Offering is also intended to produce the following benefits, but we cannot assure you that any of these benefits will be realized:

- the opportunity to invest in the oil and gas industry without the personal risks associated with the ownership of Working Interests;
- the opportunity to defer income tax on the disposition of real property held for investment or for use in a trade or business by completing a Section 1031 Exchange of such real property for interests in oil and gas properties; and
- potential tax deductions for depletion.

You should carefully read this entire Memorandum before deciding to invest. An investment in the Interests is highly speculative and involves substantial risks. You must be prepared to bear the economic risk of holding your investment in the Interests for an indefinite period of time and be able to withstand a total loss of your investment. See "Risk Factors" beginning on page 9.

The Interests offered under this Memorandum have not been registered under the Securities Act of 1933 (the "*Securities Act*") or the securities laws of any jurisdiction, nor have they been recommended or approved by any federal or state regulatory authority. Without such registration of the Interests, the Interests may only be transferred in transactions that are exempt from registration under the Securities Act and the applicable securities laws of any jurisdiction. The Interests will not be listed on any securities exchange or quotation system.

The Interests are being offered on a "best efforts, minimum or none" basis by selected FINRA licensed broker-dealers (each, individually, a "***Broker-Dealer***").

Neither the Securities and Exchange Commission (the "*Commission*") nor any state securities commission has approved or disapproved of the Interests or passed upon the adequacy or accuracy of this Memorandum. Any representation to the contrary is a criminal offense.

This confidential private placement memorandum, dated June 8, 2011, amends and restates the Offeror's confidential private placement memorandum, dated April 22, 2011, in its entirety.

	Price to Interest Owners[(1)]	Sales Commissions and Expenses[(2)]	Proceeds to the Offeror[(3)]
Per Interest[(4)]	$28,500	$2,280	$26,220
Offering Amount[(4)]	$2,850,000	$228,000	$2,622,000

(1) The price to purchasers (who will be called "***Interest Owners***"), includes certain expenses related to acquiring Interests, including Sales Commissions and Expenses, Property Acquisition Costs, General and Administrative Expenses, if applicable, and Organization and Offering Expenses. We will be responsible for the payment of such expenses to the extent that they exceed the proceeds of this Offering, other than certain post-Offering conveyance expenses. See "Business Plan – Title and Assignment of Interests."

(2) The total aggregate amount of commissions, including due diligence fees ("***Sales Commissions and Expenses***") may not exceed 8% of the aggregate purchase price of all Interests sold by the Broker-Dealers ("***Total Sales***"). See "Plan of Distribution" and "Use of Proceeds."

(3) Amounts shown are proceeds after deducting Sales Commissions and Expenses, but before deducting Organization and Offering Expenses, Property Acquisition Costs, and General and Administrative Expenses and other expenses incurred in connection with the acquisition of the Unity Properties or this Offering. See "Our Compensation" and "Use of Proceeds."

(4) The minimum purchase for each prospective Interest Owner is $28,500. We may waive the minimum purchase requirement for certain Interest Owners in our sole discretion. Payments received prior to acceptance of subscriptions totaling $114,000 (a portion of the purchase price we are paying to acquire the Interests plus related Sales Commissions and Expenses) will be held in escrow by the Escrow Agent until we close on the acquisition of the Interests (the "***Closing Date***"), at which time such funds will be released to us upon receipt. Following the Closing Date, Interest Owner funds received will be released to us. See "Plan of Distribution."

NOTICES TO PROSPECTIVE INTEREST OWNERS

Our principal business address is:

Unity Resources, LLC
5600 Tennyson Parkway, Suite 115
Plano, Texas 75024
Telephone: (972) 378-0261

You should not construe the contents of this Memorandum or any prior or subsequent communication from us, our Affiliates or any person associated with this Offering, as legal, financial, tax or investment advice. Instead, you should consult your own personal legal counsel, business and/or tax adviser and "purchaser representative" (as such phrase is defined in Regulation D ("*Regulation D*") of the General Rules and Regulations promulgated by the Commission under Section 4(2) of the Securities Act) as to legal, tax, financial and related matters concerning an investment in the Interests and their suitability for you and your particular circumstances.

The purchase of the securities offered by this Memorandum may be suitable for you only if you have substantial financial resources, do not anticipate that you will be required to liquidate any portion of your investment in the Interests in the foreseeable future, understand or have been advised of the risk factors associated with this investment, are familiar with the nature and risks attendant to investments in oil and gas properties and have determined that the purchase of the securities is consistent with your projected income and investment objectives. You will be required to represent and warrant to us, in writing, in the subscription documents, that the above facts and circumstances are true, that you are purchasing the securities for investment only and not with a view toward resale and that you have individually, or together with your purchaser representative, the requisite knowledge, experience and skill in business and financial matters to be capable of evaluating the merits and risks of making an investment in the Offering. See "RISK FACTORS" and "TERMS OF THE OFFERING – Interest Owner Suitability."

This Memorandum includes certain statements, estimates and forecasts with respect to anticipated future performance. Such statements, estimates and forecasts reflect our various assumptions, which may or may not prove to be correct. See "FORWARD-LOOKING STATEMENTS."

This Memorandum does not constitute an offer or a solicitation to anyone in any state or other jurisdiction in which such an offer or solicitation is not authorized. Acceptance of your subscription for Interests will be made only after we determine that you satisfy the requirements for an exemption from federal and state registration requirements and the Interest Owner suitability standards (including, without limitation, the "accredited investor" standards) set forth in "TERMS OF THE OFFERING – Interest Owner Suitability."

This Memorandum has been prepared in connection with our private offering of Interests and may not be reproduced in whole or in part or used for any other purpose. Any distribution of this Memorandum except to the individual to whom this Memorandum is addressed is unauthorized without our prior written consent. In no event shall this Memorandum be deemed to be an offer to any person other than the person to whom it is addressed or to any person who does not meet the minimum requirements described in this Memorandum.

We will provide, prior to the consummation of the transactions contemplated by this Memorandum, the opportunity to ask questions of, and receive answers from, us or any person acting on our behalf concerning the terms and conditions of this Offering, and will make available any additional information, to the extent we possess such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information described in this Memorandum. See "ACCESS TO INFORMATION."

Certain of the statements and information contained in this Memorandum are summaries and are qualified in their entirety by the documents included as exhibits to and/or described in this Memorandum.

Consequently, you must carefully read the documents included and/or described in this Memorandum before making a decision to invest.

UNITY 11-A

We will not use any offering literature or advertising in the Offering, except for this Memorandum, subsequent amendments or supplements hereto, the exhibits or documents included or described in this Memorandum and the brochure relating to Unity 11-A accompanying this Memorandum. Neither the delivery of this Memorandum nor any sale made hereunder shall under any circumstances create an implication that there has not been a change in the matters discussed herein since the date set forth on its cover. No person other than Unity and soliciting Broker-Dealers that have signed selling agreements has been authorized to give any information in connection with the Interests described herein, and, if given or made, such information or representations must not be relied upon as having been authorized by Unity. No person has been authorized to make any representations other than those contained in this Memorandum and the accompanying documents.

The execution of the Participation Agreement by you constitutes your unconditional obligation to purchase Interests in specific oil and gas properties. You will not have the right to withdraw your subscription. We reserve the right to reject any subscription for any reason, and the sale of any Interests will not be deemed to have occurred until we have accepted a prospective Interest Owner's subscription and have fully executed a counterpart of the Participation Agreement. If for any reason, we do not accept your offer to purchase Interests, we will promptly return your subscription funds without interest.

The securities offered by this Memorandum have not been registered under the Securities Act with the Commission or under the securities laws of any state with the relevant regulatory or administrative agency, in reliance upon one or more exemptions from the registration requirements of such act and laws. Any representation to the contrary is unlawful. The securities offered by this Memorandum may not be resold or otherwise transferred unless such transfer is registered pursuant to the Securities Act and any applicable state securities laws or unless, in the opinion of our counsel, such registration is not required. Accordingly, you must continue to bear the economic risk of an investment in the securities for an indefinite period of time.

DISCLOSURE UNDER TREASURY DEPARTMENT CIRCULAR 230:

This Memorandum was not written, and cannot be used, for the purpose of avoiding federal tax penalties that may be imposed on the taxpayer entering into the transaction described herein. This Memorandum was written to support the promotion or marketing of the transaction addressed in this Memorandum. Each prospective Interest Owner should seek advice based on the prospective Interest Owner's particular circumstances from an independent tax advisor.

GLOSSARY

Certain terms, to the extent used herein, have special meanings which are set forth below or defined in context elsewhere in this Memorandum. Other terms, which are of general use in the oil and gas industry, are also defined below for your reference.

"*Affiliate*" with respect to the Offeror shall mean (i) any person or entity directly or indirectly owning, controlling or holding, with power to vote, ten percent (10%) or more of the outstanding voting securities of the Offeror, (ii) any entity, ten percent (10%) or more of which outstanding voting securities are directly or indirectly owned, controlled or held with power to vote, by the Offeror, (iii) any person or entity directly or indirectly controlling, controlled by or under common control of the Offeror, (iv) any officer, director or partner of the Offeror, and (v) if the Offeror is an officer, director, or partner, any company for which the Offeror acts in any such capacity. For the purpose of this Memorandum and accompanying documents, any partnership of which Offeror is a general partner, and any joint venture in which the Offeror is a venturer, is an Affiliate of the Offeror.

"Capitalization Period" shall mean the period of time during which applications from prospective Interest Owners shall be accepted up to and including September 30, 2011, subject to a further extension by the Offeror in its sole and absolute discretion for a period of time not to exceed 90 days, provided, however, that the Offeror, in its sole and absolute discretion, may terminate the Capitalization Period at any time prior to such date.

"*Conveyance*" shall mean that conveyance made by the Offeror of Interests to an Interest Owner upon request.

"*Escrow Agent*" shall mean BOKF, N.A. dba Bank of Texas, or such other banking institution acceptable to Offeror.

"Expenses and Costs" shall mean all of the costs and expenses associated with the Interests, including but not limited to the following, each of which shall have the special meaning set forth opposite each such term:

(a) ***"Organization and Offering Expenses"*** shall mean the aggregate of (i) expenses for printing and mailing material used in connection with the applications for participation in the Offering; (ii) marketing costs (not including Sales Commissions and Expenses), and allocable salaries and expenses of employees of the Offeror assisting with the organization and formation of the Interests and/or the initial capitalization; (iii) charges of depositories in connection with the Interests; (iv) attorneys' and accountants' fees in connection with the organization and formation of the Offering and the preparation of this Memorandum; (v) "General and Administrative Expenses" of Offeror during the Subscription Period; and (vi) any and all other expenses incurred by the Offeror in connection with the formation of the Offering, the applications for participation in the Offering, if any, but not including Sales Commissions and Expenses. The amount of Organization and Offering Expenses reimbursed to the Offeror from the Offering is limited to 3% of the Offering price.

(b) ***"Operating Expenses"*** shall mean the customary expenses of operations of oil and/or gas wells, and producing and marketing the oil and/or gas therefrom, including but not limited to the costs of reworking or workover or similar expenses relating to any well, but not including drilling, testing or completion costs or the depletion, depreciation or amortization thereon, or the expenses for recompletion in or deepening to another potentially productive zone.

(c) ***"General and Administrative Expenses"*** shall mean all expenses associated with the Offeror's identification, selection, review, evaluation and purchase of the Unity Properties, excluding the actual purchase price of the Interests, and including (a) title review and examination, if available, and other due diligence, (b) accounting and legal fees, (c) closing fees, (d) office and travel expenses, (e) professional, geological and engineering expenses, (f) financing expenses, (g) conveyance of the Interest Owners' Interest in the Unity Properties to

the Interest Owners, and (h) all other expenses incurred by the Offeror in its acquisition of the Interests. All of these expenses will be paid to the Offeror on a non-accountable basis.

"*Income*" shall mean the net income attributable to the Interests and distributed by Unity on a monthly basis to such Interest Owners pursuant to the Management Agreement attached as part of Exhibit D. To determine "Income," each Interest Owner will be credited with its share of gross income generated by its Interests and attributable to it and from that amount will be deducted any management fees under the Management Agreement, which fee is 6.25% of annualized cash flows earned on the Interest Owner's pro-rata Interest (as more completely set forth in the Management Agreement), marketing and transportation costs associated with oil and/or gas produced by the wells located on the Unity Properties (which generally represent less than 1% of gross income), any ad valorem taxes assessed by the states in which the Unity Properties are located and any other fees, costs, expenses, charges, deductions or taxes. Ad valorem taxes on Unity Properties will be assessed on or about October 1 of each year, which taxes must be paid by January 1 of the following year. The difference will be distributed to each Interest Owner and will constitute "Income" for purposes of this Memorandum.

"*Interest*" or **"*Interests*"** shall mean, unless the context requires otherwise, the pro-rata portion of the aggregate of those certain undivided non-possessory Mineral Interests, Royalty Interests and/or Overriding Royalty Interests associated with the Unity Properties. The interests are, individually, in the amounts and associated with the properties set forth on Exhibit A.

"*Interest Owners*" shall mean those persons who tender a Participation Agreement, Investor Questionnaire and Management Agreement, desiring to acquire Interests, along with payment for the full purchase price for the Interests to be purchased, whose subscriptions are accepted by Offeror in its sole discretion.

"*MCF*" shall mean thousand cubic feet, the standard unit for measuring volume of gas.

"*Mineral Interest*" shall mean the ownership of all rights to oil, gas or other minerals as they naturally occur in place near or below the surface of a tract of land.

"Minimum Offering Amount" shall mean subscriptions in the amount of $114,000, including subscriptions by us or our Affiliates, which must be received and accepted before subscriptions will be used for any purpose of the Offering.

"*FINRA*" shall mean the FINRA, Inc.

"*Overriding Royalty Interest*" shall mean interests in oil and gas properties, created out of a Working Interest, which, like a Royalty Interest owned by the lessor of a lease, entitles the owner to share in the proceeds from gross production from the lease free of any operating or production costs.

"*Participation Agreement*" shall mean that agreement in the form attached to this Memorandum as Exhibit B. All parts of Exhibit B must be completed, signed and dated by any person desiring to become an Interest Owner. The agreement must be tendered to the Offeror with payment for the Interest to be acquired, a completed, signed and dated Investor Questionnaire, Management Agreement and Memorandum of Management Agreement with Power of Attorney.

"*Property Acquisition Costs*" shall mean a payment to the Offeror from the gross proceeds of the Offering in the aggregate amount of $2,337,000 to enable Offeror to acquire the Unity Properties, including real estate brokerage fees associated with the acquisition.

"*Royalty Interest*" shall mean a non-executive interest in oil and gas produced from a specified oil and gas lease, or the proceeds from the sale of such production, to be received free of liabilities or costs of development, operation and maintenance.

"Selling Agreements" shall mean those agreements between the Offeror and members of FINRA which will contract to sell the Interests under the terms and conditions set forth in this Confidential Private Placement Memorandum.

"Subscription Period" shall mean the period between (a) the date of this Memorandum and (b) the sooner of (i) the date on which all the Interests have been sold and (ii) the Offering Termination Date.

"*Unity Properties*" shall mean those properties listed on Exhibit A. The properties detailed on Exhibit A are subject to change and revision, as new wells are spudded and existing wells are shut in. These properties may be subject to depth limitations found in the underlying leases and prior assignments.

*"**Wellbore Only"*** shall mean the investors will acquire an interest in a single wellbore, and not the remainder of the Lease(s) on which the wellbore is located. As a result, subject to spacing limitations imposed by the State, offset wells could be drilled in close proximity to the wells to which investors acquire royalty interests, and the investors may not acquire an interest in such offset well. It is possible that an offset well could produce the same formation and/or reservoir and thus reduce the total production (and corresponding revenue) to be recovered by the investors.

"*Working Interest*" shall mean an interest created by the execution of an oil and gas lease that must bear all costs of operations and development of that lease, unlike a person who owns a Mineral Interest, a Royalty Interest or an Overriding Royalty Interest.

TABLE OF CONTENTS

WHO MAY INVEST

The Interests are being offered and sold in reliance on exemptions from the registration requirements of the Securities Act and applicable state securities laws. An investment in Interests involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in this investment. See "Risk Factors." Interests will be sold only to prospective Interest Owners who: (a) buy a minimum of one unit of Interest, subject to certain exceptions in our sole discretion, and (b) meet the requirements and make the representations set forth in the Participation Agreement and Investor Questionnaire. See "How to Subscribe." Among the other suitability requirements set forth in the Participation Agreement, you must represent, among others, that you meet all of the following requirements:

(a) You are an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act. An "accredited investor" includes:

- Any natural person that has: (i) an individual net worth, or joint net worth with his or her spouse, of more than $1 million (excluding the value of the investor's primary residence), or (ii) individual income in excess of $200,000, or joint income with his or her spouse in excess of $300,000, in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year;

- Any bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

- Any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended;

- Any insurance company as defined in Section 2(13) of the Securities Act;

- Any investment company registered under the Investment Company Act of 1940 or a business development company (as defined in Section 2(a)(48) of that Act);

- Any small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) or the Small Business Investment Act of 1958, as amended;

- Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended);

- Any corporation, Massachusetts or similar business trust, partnership or organization described in Code Section 501(c)(3) that has total assets over $5,000,000 and was not formed for the specific purpose of acquiring Interests;

- Any trust, with total assets in excess of $5,000,000 that was not formed for the specific purpose of acquiring Interests and whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in Interests (as described in Rule 506(b)(2)(ii) of Regulation D); and

- Any entity in which all of the equity owners are "accredited investors."

  For purposes of calculating your net worth, "net worth" is defined as the difference between total assets and total liabilities, excluding the value of the investor's primary residence. In the case of fiduciary accounts, the net worth and/or income suitability requirements must be satisfied by the beneficiary of the account or by the fiduciary, if the fiduciary directly or indirectly provides funds for the purchase of Interests.

(b) You are (i) a citizen or resident of the U.S. (including certain former citizens and former long-term residents), (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the U.S., any state thereof or the District of Columbia, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of the source of such income, or (iv) a trust, if (A) the administration of the trust is subject to the primary supervision of a U.S. court and the trust has one or more U.S. persons with authority to control all substantial decisions or (B) the trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

(c) You are not (i) an employee benefit plan within the meaning of section 3(3) of ERISA that is subject to the fiduciary responsibility provisions of Title I of ERISA, including a qualified plan (any pension, profit sharing or stock bonus plan that is qualified under Code Section 401(a)), other than an individual retirement account or annuity (collectively, an "IRA"), (ii) any person that is directly or indirectly acquiring the Interest on behalf of, as investment manager for, as fiduciary of, as trustee of, or with assets of a plan (including any insurance company using assets in its general or separate account that may constitute assets of a plan), (iii) a charitable remainder trust, or (iv) any other tax-exempt entity other than an IRA.

(d) You have received, read and fully understand this Memorandum and are basing your decision to invest on the information contained in this Memorandum. You have relied only on the information contained in this Memorandum and have not relied on any representations made by any other person.

(e) You understand that an investment in Interests is highly speculative and involves substantial risks and you are fully cognizant of and understand all of the risks relating to an investment in Interests, including, but not limited to, those risks discussed in "Risk Factors."

(f) Your overall commitment to investments that are not readily marketable is not disproportionate to your individual net worth and your investment in Interests will not cause such overall commitment to become excessive.

(g) You have adequate means of providing for your financial requirements, both current and anticipated, and have no need for liquidity in this investment.

(h) You can bear and are willing to accept the economic risk of losing your entire investment in Interests.

(i) You are acquiring Interests for your own account and for investment purposes only and have no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of Interests.

(j) You have such knowledge and experience in financial and business matters that you are capable of evaluating the merits of investing in Interests and have the ability to protect your own interests in connection with such investment.

We reserve the right, in our sole discretion, to reject any prospective Interest Owner's subscription based on any information that may become known or available to us about the suitability of a prospective Interest Owner or for any other reason. We may modify the Interest Owner suitability requirements in our sole discretion, which may include raising the suitability requirements for prospective Interest Owners.

HOW TO SUBSCRIBE

If, after carefully reading this entire Memorandum, you would like to purchase Interests, you will be required to deliver to your Broker-Dealer a completed, signed and dated Participation Agreement, Investor Questionnaire, Management Agreement and Memorandum of Management Agreement with Power of Attorney, copies of which are attached as Exhibits B, C and D to this Memorandum, along with payment for the full purchase price for the Interests to be purchased. All checks or cashier's checks shall be made payable to "Unity 11-A Escrow Account." Your check or cashier's check will be delivered to the Escrow Agent.

Within 30 days, if we reject your subscription, your subscription funds will be returned to you without interest. The execution of the Participation Agreement by you, or by your authorized representative in the case of fiduciary accounts, constitutes a binding offer to purchase Interests and an agreement to hold the offer open until the subscription is accepted or rejected by us. We may, in our sole discretion, reject all or part of the subscription of any potential Interest Owner without liability to the subscriber.

Your Participation Agreement, Investor Questionnaire, Management Agreement and Memorandum of Management Agreement with Power of Attorney, along with payment for the full purchase price for the Interests to be purchased must be mailed or delivered to:

Unity Resources, LLC
5600 Tennyson Parkway, Suite 115
Plano, Texas 75024
Telephone: (972) 378-0261

SUMMARY

This summary highlights certain limited information about this Offering. It is not complete and may not contain all of the information that is important to you. It should be read in conjunction with, and is qualified in its entirety by, the information appearing elsewhere in this Memorandum (including exhibits). You should read this entire Memorandum, including the risk factors, carefully before you decide to invest.

Risks

An investment in Interests is highly speculative and involves substantial risks. You must be prepared to bear the economic risk of an investment in the Interests for an indefinite period of time and be able to withstand a total loss of your investment. You should carefully consider the risks described in "Risk Factors" beginning on page 9 and the other information in this Memorandum in evaluating whether to make an investment in Interests.

About the Offering

We are offering prospective Interest Owners certain undivided non-possessory Mineral Interests, Royalty Interests and/or Overriding Royalty Interests in existing and potential income-producing oil and gas properties. Mineral Interests are interests in the ownership of all rights to oil, gas or other minerals as they naturally occur in place near or below the surface of a tract of land. Royalty Interests are interests in oil and gas produced from a specified oil and gas lease, or the proceeds from the sale of such production, created from the Working Interest, to be received free of costs of development, operation and maintenance. Overriding Royalty Interests are interests in oil and gas, created out of a Working Interest, which, like a Royalty Interest owned by the lessor of a lease, entitles the owner to share in the proceeds from gross production from the lease free of any operating or production costs.

A majority of the properties in which we are offering Interests will require successful oil and gas drilling and completion operations by third parties to generate income, if any, from oil and gas production. The Interests will be in oil and gas properties that will involve limited exploratory and developmental drilling and other work such as recompletion of existing wells in other potentially productive zones and work deemed appropriate to attempt to enhance current production. A developmental well is a well drilled close to the same formation as wells that have already produced and sold oil or natural gas. An exploratory well is one that is drilled in an area where there has been no oil or natural gas production, or a well that is drilled to a previously untested or non-producing zone in an area where there are wells producing from other formations. The development of the properties is dependent upon third parties that neither we nor the Interest Owners control. If third parties do not develop the properties subject to the Interests or if third parties fail to produce oil and gas in commercial quantities on those properties, then Interest Owners will receive a reduced cash flow from the sale of oil and gas.

The purchase of 1% of the Unity Properties as contemplated hereby shall entitle the Interest Owner to receive 1% of all Income to which the Unity Properties are entitled. An Interest Owner will have direct beneficial (and record) ownership in the Interests. See "Glossary" and "Business Plan" for the definition of "Income."

Unity has sponsored three offerings relating to royalty interests, but this is our first offering of royalty interests for investors who would like to take advantage of Section 1031 of the Code.

Investment Objectives

The investment objectives of this Offering are to produce the benefits described below for Interest Owners. For reasons we discuss in this Memorandum, including under the section entitled "Risk Factors," you may not realize some or all of these benefits. We cannot assure you any of these benefits will be realized. You should only invest if you can afford the loss of your entire investment.

- ***Generate income from the production of oil and gas.*** This Offering is designed to produce current monthly income from oil and gas properties without the additional risks associated with the ownership of working interests. The intent is to create attractive annual returns and longevity of investment without personal liability. A majority of the properties in which we are offering Interests will require successful oil and gas drilling and completion operations to generate income, if any, from oil and gas production.

- ***Tax deferral by means of a Section 1031 Exchange.*** Interest Owners may have the opportunity to defer U.S. federal income tax on the disposition of other real property held for investment or used in a trade or business by completing a Section 1031 Exchange of such other real property for Interests. See "Tax Considerations." **If you are considering an investment in Interests for purposes of completing a Section 1031 Exchange, you should consult with your own tax advisor about this Offering's tax consequences and your individual situation. No representation or warranty of any kind is made with respect to the treatment of the Interests by the IRS or any court of law.**

- ***Tax deductions for depletion.*** As an Interest Owner, you may be entitled to tax deductions for depletion that could reduce your taxable income. See "Tax Considerations – Depletion Deductions."

Terms of the Offering

The Offeror:	Unity Resources, LLC
Securities Offered; Purchase Price:	The Interests are certain undivided non-possessory Mineral Interests, Royalty Interests and/or Overriding Royalty Interests in existing and potential income-producing oil, gas and/or mineral properties. The price is $28,500 per unit of Interest, with a minimum required investment of $28,500 for each prospective Interest Owner unless we, in our sole discretion, approve otherwise. Each whole unit of Interest represents an undivided 1% interest in the Unity Properties. We may accept subscriptions in any amount above the minimum subscription. We reserve the right, in our sole discretion, to terminate this Offering at any time. If the Offering is subscribed for less than the Minimum Offering Amount, subscription funds will be returned to investors, without interest. The price of the Interests has been determined, in part, based upon our evaluation of engineering reports prepared for independent third parties. The price is also based, in part, on the Property Acquisition Costs, Sales Commissions and Expenses, General and Administrative Expenses, Organization and Offering Expenses and closing costs, together with our experience in the industry.
Unity Properties:	The Interests will be in the Unity Properties located primarily in the Bienville, Red River and DeSoto parishes of Louisiana, as set forth on Exhibit A. See "Business Plan – The Properties." We previously agreed to acquire the Interests in the Unity Properties and will assign our right to purchase the Interests to appropriate Interest Owners in the amounts of Interests acquired.
Disbursement of Income:	Pursuant to the Management Agreement attached as Exhibit D, we will be appointed as agent for the Interest Owners for the purpose of receiving distributions of Income. We will, in turn, remit to each Interest Owner its Income along with the production and revenue data. Once minimum subscriptions have been received, each Interest Owner should receive his or her first distribution of income within 120 days of his or her acquisition of Interests.
Future Expenses and Liabilities:	Each Interest Owner will bear its share of monthly expenses and taxes attributable to its undivided interest in the Interests associated with the Unity Properties. In addition, each Interest Owner will pay a management fee of 6.25% of the annualized cash flows pro-rated for each month, for the services provided under the Management Agreement, such fee being payable on a monthly basis. An Interest Owner will not be responsible for either current Operating Expenses or expenses associated with contemplated future

	development of the Unity Properties. See "Summary of the Management Agreement."
Capitalization Period:	We will offer Interests until the Offering Termination Date.
Suitability Standards:	Subscriptions for Interests will be accepted only if you meet certain Interest Owner suitability standards. This Offering is being made only to "accredited investors," each of whom must satisfy the additional requirements stated under "Who May Invest." Investment in the Interests is suitable for you only if you do not need liquidity in this investment and can afford to lose all or substantially all of your investment.
How to Subscribe:	If, after carefully reading the entire Memorandum, you would like to purchase Interests, you will be required to deliver a completed, signed and dated Participation Agreement, Investor Questionnaire, a Management Agreement and Memorandum of Management Agreement with Power of Attorney, copies of which are attached hereto as Exhibits B, C and D, along with payment for the full purchase price for the Interests to be purchased. Payment will be delivered to Unity. The execution of the Participation Agreement by you, or by your authorized representative in the case of fiduciary accounts, constitutes a binding offer to purchase Interests and an agreement to hold the offer open until the subscription is accepted or rejected by us. We may, in our sole discretion, reject the subscription of any potential Interest Owner without liability to the subscriber.
Title and Assignment:	Within a reasonable time after this Offering is terminated, we will convey to each Interest Owner by means of a formal Conveyance, the amount of the Interest Owner's undivided interest in the Interests. See "Business Plan – Title and Assignment of Interests."
Use of Proceeds; Our Compensation:	We will receive the Offering price from you for the Interests you purchase. Assuming the full 100% of the Interests available are sold as currently contemplated hereby, $2,850,000 will be raised from Interest Owners from the offer and sale of Interests. See "Use of Proceeds" and "Our Compensation." From that amount, we will pay Property Acquisition Costs and pay Sales Commissions and Expenses in an amount not to exceed 8% of the gross proceeds of the Offering which includes sales commissions and due diligence expenses. The reimbursement of our General and Administrative Expenses and Organization and Offering Costs should be deemed compensation to us.
Federal Tax Consequences:	The primary purpose of acquiring Interests will be to generate current monthly income from the production of oil and gas. The Offering may accommodate prospective Interest Owners who would like to take advantage of Code Section 1031 to defer federal income tax on gain realized from a disposition of other real property held for investment or used in a trade or business by receiving "like-kind" replacement property. Non-possessory Mineral Interests, Royalty Interests and Overriding Royalty Interests in domestic oil and gas properties may be used as replacement property for tax-deferred exchanges of other real property located in the United States and held for investment or use in a trade or business, such as rental property, shopping centers, office buildings, other improved real estate and unimproved land. Detailed rules and regulations govern the availability of tax deferral under Code Section 1031. Each Interest Owner must report its share of taxable income or loss attributable to the Interests on such Interest Owner's own federal income tax return. There

	are risks associated with the federal taxation of the purchase of Interests, particularly where the purchase is intended to be part of a transaction intended to complete a Section 1031 Exchange. **You should carefully read "Risk Factors – Tax Risks" and "Tax Considerations" and consult with your personal tax advisor before making an investment in the Interests.**
Conflicts of Interest:	There will be occasions when we will be faced with conflicts of interest. These conflicts may arise due to our sponsorship, management and participation in this and other offerings. We urge you to review the discussion under "Conflicts of Interest" for a more complete description of possible conflicts of interests.
Plan of Distribution:	The Interests are being offered on a "best efforts, minimum or none" basis by selected FINRA licensed broker-dealers (each, individually, a "Broker-Dealer"). Broker Dealers will receive a 7% sales commission and a 1% due diligence fee for each whole or fractional unit of Interest they sell. The Broker Dealers are required to use only their best efforts to sell the units offered in the Company. The minimum amount of subscriptions required for us to proceed with this Offering is $114,000, including subscriptions by us or our Affiliates. No sales commissions will be paid on sales of units to subscribers purchasing units through registered investment advisors or, under limited circumstances, through officers of Unity. As a result, subscribers purchasing units through registered investment advisors or officers of Unity will pay $26,220 per unit, net of the 8% commission and due diligence fees.
Risk Factors:	The Interests are a speculative investment and involve a high degree of risk. You should consider the risk factors described on pages 9 to 17 of this Memorandum, together with the other information in this Memorandum, in evaluating whether or not to buy Interests.
Transfer Restrictions:	You will be required to represent that you are purchasing for your account, for investment purposes and not with a view toward resale or redistribution. The sale of the Interests will not be registered under the Securities Act, and the Interests can be resold only if they are subsequently registered under the Securities Act (which is not expected) or an exemption from registration is available.
Management Agreement:	Upon subscription you may enter into a management agreement (a single agreement) with us and Unity (the "***Management Agreement***"). The agreement appoints us as your agent to acquire and manage the Interests and sets out our respective obligations under the Offering. See "MANAGEMENT AGREEMENT," in the accompanying subscription booklet.
Principal Office:	The principal office of Unity Resources, LLC is located at 5600 Tennyson Parkway, Suite 115, Plano, Texas 75024, and their telephone number is (972) 378-0261.

FORWARD-LOOKING STATEMENTS

This Memorandum contains forward-looking statements that involve risks and uncertainties. You should exercise extreme caution with respect to all forward-looking statements made in the Memorandum. Specifically, the following statements are forward-looking:

- statements regarding our overall strategy for acquiring properties;
- statements estimating any number or specific type or size of properties we may acquire or in which we may sell Interests, or the size of the interest we may acquire in such properties;
- statements regarding the state of the oil and gas industry and the opportunity to profit within the oil and gas industry, competition, pricing, level of production or the regulations that may affect the ownership of Interests;
- statements regarding our plans and objectives for future operations, including, without limitation, the size and nature of the costs we expect to incur and people and services we may employ;
- any statements using the words "anticipate," "believe," "estimate," "expect" and similar such phrases or words; and
- any statements of other than historical fact.

We believe that it is important to communicate our future expectations to you. Forward-looking statements reflect our current view with respect to future events and are subject to numerous risks, uncertainties and assumptions, including, without limitation, the factors listed above in the section captioned "RISK FACTORS." Although we believe that the expectations reflected in such forward-looking statements are reasonable, we can give no assurance that such expectations will prove to have been correct. Should any one or more of these or other risks or uncertainties materialize or should any underlying assumptions prove incorrect, actual results are likely to vary materially from those described herein. There can be no assurance that the projected results will occur, that these judgments or assumptions will prove correct or that unforeseen developments will not occur.

We do not intend to update our forward-looking statements. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the applicable cautionary statements.

RISK FACTORS

Investment in the Interests involves a high degree of risk and is suitable only for prospective Interest Owners of substantial financial means who have no need for liquidity in their investments. You should consider carefully the following factors, in addition to the other information in this Memorandum, prior to making your investment decision. The risks described below are not the only risks associated with an investment in Interests. You should consult with your own legal, tax and financial advisors about an investment in Interests. If any of the following risks actually occur, the return on your investment could be materially and adversely affected and you could lose all or part of your investment.

Particular Risks

An investment in Interests involves substantial risk.

There is no assurance that sufficient oil or gas production will be obtained to enable you to obtain any certain rate of return on your investment in Interests, and it is possible that you may lose part of or all of your investment therein. A majority of the properties in which we are offering Interests will require successful oil and gas drilling and completion operations by third parties to generate income, if any, from oil and gas production. Such operations may fail to produce oil and gas in commercial quantities. In addition, it is expected that prices for oil and gas will rise and fall each month, thus causing your cash flow from the sale of oil and gas to fluctuate each month. See "Risks Relating to the Oil and Gas Industry."

This is our first offering of royalty interests for investors who would like to take advantage of Section 1031 of the Code.

We have sponsored four offerings of membership interests in companies, each of which is described accordingly in the section entitled "Prior Activities" on pages 28 to 29 of this memorandum. Three of the companies were or are engaged in acquiring and owning royalty interests, while the fourth holds working interests. This is our first offering of royalty interests for investors who would like to take advantage of Section 1031 of the Code.

Interests in undeveloped properties will not generate revenues unless third parties conduct oil and gas operations on those properties.

A portion of the Interests will be in properties currently subject to leases and undergoing development. In those instances, Interest Owners will obtain the same right to receive royalty payments as other mineral owners. Interest Owners will not receive any revenues from their Interests unless a third party operator successfully conducts oil and gas developmental operations on properties subject to the Interest. Neither we nor the Interest Owners will be able to control such third party operators or the outcome of their operations on the properties. In addition, for Mineral Interests and Royalty Interests on undeveloped property, we may be unable to locate a third party to acquire the leasehold rights and develop the property. As a result, the development of the properties is dependent upon third parties that neither we nor the Interest Owners control. If third parties do not develop the properties subject to the Interests or if third parties fail to produce oil and gas in commercial quantities on those properties, then Interest Owners will receive a reduced cash flow from the sale of oil and gas associated with their Interests.

Unity is three years old and has limited capital.

We were formed in 2008 and have limited capital and operating history. Unity has limited resources and capital. There is a risk that Unity may not have sufficient capital to carry out its obligations under the Management Agreement. We were formed in 2008 for the purpose of sponsoring companies engaged in the oil and gas industry. As a result, we have limited operating history upon which a prospective investor may judge us as a manager of a company engaged in the oil and gas industry. Please see the section entitled "Prior Activities" on pages 28 to 29 of this memorandum for a description of the other oil and gas companies sponsored by us.

We have not yet acquired the Unity Properties.

We have executed purchase and sale agreements for the Unity Properties. The agreements are subject to certain terms and conditions and the seller's ability to fulfill its obligations under the agreements. Under the purchase agreements, the seller is obligated to assign interests in the Unity Properties on a monthly basis as proceeds from this Offering are received. See "BUSINESS PLAN – The Purchase Agreements" on page 19 of this Memorandum. In the

event the seller is unable to fulfill its obligations and deliver the assignments in a timely manner in accordance with the purchase agreements, then you could loose your ability to take advantage of Section 1031 of the Code. See "Tax Considerations."

Your ability to resell your Interests may be limited due to market conditions.

Your ability to resell your Interests at a satisfactory price will be impacted by the market conditions for such Interests, including other oil and gas interests for sale at auction, the price of oil and/or gas and profitability of the Interests.

We may have conflicts of interest with you.

There will be occasions when, in the exercise of our best judgment, we will be faced with conflicts of interest. These conflicts may arise due to our participation in oil and gas activities on behalf of other individuals and joint ventures that may be sponsored by us or for our own account or the account of an Affiliate of ours, our provision of services to you, the indemnification by you of us or our Affiliates, or other factors. The properties that make up the Unity Properties are being acquired from Affiliates of ours. As a result, the purchase price for those properties is not the result of arm's length negotiations. To limit this conflict of interests, the purchase price was based on an evaluation and report on these properties by Arden McCracken, P.E., an independent third-party reservoir engineer. See "CONFLICTS OF INTEREST - *Acquisition of Properties from an Affiliate*" on page 27 of this Memorandum. We will attempt, in good faith, to resolve all conflicts of interest, including conflicts that arise as a consequence of the purchase or sale of properties between you and us or our Affiliates, in a fair and equitable manner, consistent with our fiduciary obligations. We urge you to review the discussion under "CONFLICTS OF INTEREST" for a more complete description of possible conflicts of interests. There can be no assurance that any transaction with us will be on terms as favorable as could have been negotiated with unaffiliated third parties.

Compensation payable to us will affect net revenue.

We will receive compensation for our services to you throughout your ownership of Interests. Under the Management Agreement, we will receive a monthly management fee equal to 6.25% of the annualized cash flow, pro-rated per month, for the Interest Owner's pro-rata Interest under the Management Agreement. Our Affiliates may enter into transactions with you for services, supplies and equipment and will be entitled to compensation at competitive prices and terms as determined by reference to charges of unaffiliated companies providing similar services, supplies, and equipment. Compensation payments to us and our Affiliates will be due regardless of the profitability of the Interests to you and will reduce the net revenue remitted to you. See "OUR COMPENSATION."

Production expenses could result in reduced operations on the Unity Properties.

Interest Owners will generally receive their specified portion of the gross sales proceeds of oil and gas production (less taxes and certain marketing costs) regardless of the production expenses incurred. If the income generated by the Interests exceeds any expenses attributable to the Interests, each Interest Owner will be paid its share of Income. Production expenses typically include labor, fuel, repairs, hauling, pumping, insurance, storage and supervision and administration. Although production expenses may influence the decision of operators as to the volume of oil or gas to produce from a property or whether to shut-in or abandon a specific well, production expenses will not reduce the amount Interest Owners receive for the oil and gas actually produced. Increasing production expenses could, however, result in reduced operations on the Unity Properties or the cessation of production for some wells on the Unity Properties. Such reduction or cessation could adversely affect your return on investment.

The return on your investment depends on reserve estimates and production risks.

The value of the Interests will be substantially dependent upon the reserves underlying the Unity Properties and further oil and/or gas developmental activities that occur on the Unity Properties. There are many uncertainties inherent in estimating quantities and values of reserves and in projecting future rates of production or future contemplated development. We have relied on independent petroleum engineers to evaluate whether the Interests in the Unity Properties should be acquired. We have relied on existing production trends and other available data concerning the Unity Properties, current operators of the Unity Properties and our internal evaluation team.

The purchase price of Interests has been determined, in part, based upon engineering reports prepared by an independent third party.

The price of the Interests has been determined, in part, based upon our evaluation of engineering reports prepared for independent third parties. The purchase price is based, in part, on the Property Acquisition Costs, Sales Commissions and Expenses, General and Administrative Expenses, Organization and Offering Expenses and closing costs together with our experience.

Your subscription is irrevocable.

Your execution of the Participation Agreement is a binding offer to participate in this Offering. Once you subscribe, you will not be able to revoke your subscription.

There is no public market for the Interests and there are restrictions on transferability.

The Interests will not be listed on any securities exchange or quotation system. To purchase Interests, you must make certain representations, including that you are acquiring the Interest for your own account for investment purposes and not with a view toward distribution or resale, you must acknowledge you understand the Interests are not freely transferable and you must bear the economic risk of investment in Interests for an indefinite period of time. The sale of the Interests will not be registered under the Securities Act or applicable state securities laws. The Interests cannot be resold unless the resale is subsequently registered under the Securities Act (which is not expected) or unless an exemption from registration is available. You may be required to obtain specific approval of such resale by the state securities administrator in some states. Resale of the Interests under Rule 144 under the Securities Act will not be possible because of the absence of sufficient public information about the Interests.

Subject to your compliance with the foregoing securities law restrictions on transferability of the Interests, you may resell your Interests at your discretion. There are certain costs associated with such transfer. See "Transferability of Interests."

The Interest Owners will own an undivided interest in the Interests as a whole. Interest Owners will not be entitled to approve any transfer of another Interest Owner's undivided interest in the Interests or to any proceeds received by a transferor of such Interests.

The purchase price for the Interests may exceed the value of the Unity Properties.

The purchase price of the Interests may exceed the value of the Unity Properties, since the aggregate Offering price exceeds our Property Acquisition Costs for the Interests. As a result, if the Interest Owners were to sell the Interests, it is possible that the proceeds would be lower than the Interest Owner's investment. No assurance can be given that the Interests will appreciate in value over the life of an investment in the Interests. A majority of the properties that make up the Unity Properties are being acquired from an Affiliate of ours. As a result, the purchase price for those properties is not the result of arm's length negotiations. See "CONFLICTS OF INTEREST - *Acquisition of Properties from an Affiliate*" on page 27 of this Memorandum.

An investment in the Interests is not suitable for every prospective Interest Owner.

The Interests are not suitable for, and will not knowingly be sold to, anyone who does not meet the suitability standards imposed by us. Each purchaser of Interests will be required to represent that he or she meets such standards. An investment in Interests requires careful and informed study with respect to each purchaser's individual tax and financial position and, accordingly, each prospective Interest Owner is encouraged to consult with an accountant or financial planner prior to making a decision to acquire Interests.

The Management Agreement limits our liability to you and requires you to indemnify us against certain losses.

We will have no liability to you for any loss suffered by you, and will be indemnified by you against loss sustained by us in connection with the Offering if:

- we determine in good faith that our action was in your best interest;

- we were acting on your behalf or performing services for you; and
- our action did not constitute gross negligence or misconduct by us.

Neither we nor the Interest Owners have control over operations and development of the Unity Properties.

As owners of Interests, neither the Offeror nor Interest Owners will be able to influence or control the operation or future development of the Unity Properties. We do not operate or control any of the Unity Properties. Instead, the Unity Properties are controlled, managed and developed by independent third parties. As such, we cannot influence operations or future development of the Unity Properties. A majority of the properties in which we are offering Interests will require successful oil and gas drilling and completion operations by third parties to generate income, if any, from oil and gas production. In addition, the current operators of producing properties may be under no obligation to continue operating those wells, and if they chose to discontinue operations, we and the Interest Owners will not be able to appoint or control the appointment of replacement operators. If third parties (i) do not continue to operate the properties, (ii) do not develop the properties subject to the Interests or (iii) fail to produce oil and gas in commercial quantities on those properties, then Interest Owners will receive a reduced cash flow from the sale of oil and gas.

We are dependent upon key managers to operate.

Our ability to manage the Company is predominantly dependent upon our managers, Mark Solomon and Mark Mersman, who both manage the other limited liability companies sponsored by us. As a result, conflicts may arise with these companies, and others companies potentially sponsored in the future, in connection with the allocation of the time and services of our key managers. Our managers do not intend to devote their entire time to the Company. Management is required to devote to the business and affairs of the Company so much time as is, in their judgment, necessary to conduct such business and affairs in the best interest of the Company.

Our responsibility to the Interest Owners is limited - we have no fiduciary duties to you.

We will not be personally liable to Interest Owners for any aspect of operations as conducted by the independent third parties which operate the wells on the Unity Properties. We (together with our Affiliates) will owe no fiduciary duty to you or other Interest Owners. Other than for our gross negligence or willful misconduct, we will have no liability to you under the Management Agreement.

We will not evaluate whether there are title defects.

We will not engage independent title counsel to evaluate whether title defects exist with respect to any of the Unity Properties. We will rely upon existing title opinions affecting the Unity Properties as previously commissioned by the third parties which operate the Unity Properties, though we will engage counsel to review existing opinions. There will be no title opinion or similar document that you can rely on to assure yourself that the sellers of the Unity Properties owned the Interests being offered hereby or that you will be receiving marketable title to the Interests conveyed to you.

Promises, projections or opinions may not be reliable.

No person has been authorized to make any oral promises, projections or opinions concerning future events, the Interests or the Unity Properties, except as expressly set forth in this Memorandum and any other document expressly authorized by us to be utilized in connection with the placement of Interests. Oral statements which differ from that written data have not been authorized and should not be relied upon under any circumstances. Opinions of possible future events, including forward looking statements, are based on various subjective determinations and assumptions. All projections by their very nature are inherently subject to uncertainty, and a prospective Interest Owner should understand that written projections, if provided, may not be achieved, that underlying assumptions may prove inaccurate, that historical production levels may not be sustained, and that operations on the Unity Properties may be unprofitable. We can give no assurance of any specified return on your investment. Any return is likely to fluctuate due to the volatile nature of the oil and gas industry.

Risks Relating to the Oil and Gas Industry

Oil and gas investments are risky.

The Interests will be in existing and potential income-producing oil, gas and/or mineral properties, and the acquisition and operation of oil and gas properties is not an exact science and involves a high degree of risk. There is no assurance that sufficient oil or gas production will be obtained or maintained to enable you to reach any certain projected rate of return on your investment in Interests, and it is possible that you may lose money. Additionally, it is expected that commodity prices for oil and gas will go up and down each month, thus causing your cash flow from the sale of oil and gas to fluctuate monthly. Information acquired after the acquisition of the Interests may indicate that less oil and gas reserves exist than thought at the time of acquisition. You assume the risk that less oil and gas reserves exist than are being projected. If third parties' operators (i) fail to continue to operate the properties, (ii) do not develop the properties subject to the Interests or (iii) fail to produce oil and gas in commercial quantities on those properties, then Interest Owners will receive a reduced cash flow from the sale of oil and gas.

Prices of oil and gas are highly volatile, and any price declines would adversely affect the return on your investment.

Income you receive from your Interests, as well as the value of the Interests themselves, will depend in great part on the current domestic and foreign reserves and oil and gas prices and demand for oil and gas production, in addition to successful oil and gas operations by third party operators. Global demand for oil and gas, oil controls, energy regulation, declining oil and gas production in the United States, global economic conditions, political conditions and energy conservation have, among other reasons, created volatile prices for oil and gas. The prices for domestic oil and gas production have varied substantially over time and may in the future decline, which would adversely affect the return on your investment in Interests. Prices for oil and gas have been and are likely to remain highly volatile.

The successful marketing of oil and gas produced on the Unity Properties will be affected by a number of factors that are beyond our control and the control of operators on the Unity Properties.

The marketing of any oil and gas produced by the wells in which you will own Interests will be affected by a number of factors that are beyond our control and the control of other operators on the Unity Properties and whose exact effect cannot be accurately predicted. See "Competition, Markets and Regulation."

Government regulation and market conditions (including environmental regulation) may adversely affect the return on your investment.

The oil and gas industry is subject to extensive governmental regulation at the local, state and national levels which relate to, among others, environmental standards, pollution control, remediation of contamination, preservation of natural resources and worker safety. This regulation may fix rates of production from wells and the prices for oil and gas produced from wells may be limited. Oil and gas operations are also subject to stringent laws and regulations relating to containment, disposal and controlling the discharge of hazardous oilfield waste and other non-hazardous waste material into the environment, requiring removal and cleanup under certain circumstances or otherwise relating to the protection of the environment. Governmental regulations relating to environmental matters could affect the operations of the Unity Properties by increasing the costs of operations or by requiring the modification of operations in certain areas. Any such government regulation could adversely affect the production and sale of oil and gas, which would adversely affect the return on your investment. "Competition, Markets and Regulation."

The sale of any oil or gas production from the Unity Properties will also be adversely affected by seasonal demand and fluctuating market conditions, which can also be affected by government regulation. From time to time, a surplus of oil and gas occurs in areas of the United States. The effect of a surplus may be to reduce the price you may receive for oil or gas production or to reduce the amount of production from the Unity Properties. The nature and extent of various regulations, the nature of other political developments, and their overall effect upon the Unity Properties are not predictable.

Operations of the Unity Properties involve operating hazards that could adversely affect the production from the Unity Properties and the return on your investment.

Oil and gas drilling operations are subject to many hazards inherent in the exploration and production business and otherwise, many of which may effect the timing of distributions, but not necessarily the ultimate receipt of such payments.

Shut-in wells and delays in production may adversely affect the Unity Properties.

Production from wells drilled in areas remote from marketing facilities may be delayed until sufficient reserves are established to justify construction of necessary pipelines and production facilities. In addition, production from wells may be reduced or delayed due to seasonal marketing demands. Wells included in the Unity Properties may have access to only one potential market. Local conditions, including closing businesses, conservation, shifting population, pipeline maximum operating pressure constraints, and development of local oversupply or deliverability problems could halt sales from Unity Properties wells.

The production and producing life of the Unity Properties is uncertain, and production will decline.

It is not possible to predict the life and production of the Unity Properties. The actual life and production could differ from those anticipated, based on a variety of factors. Sufficient oil or gas may not be produced for you to receive a profit or even to recover your investment. In addition, production from the Unity Properties will decline over time. This production decline may be rapid and irregular.

Tax Risks

In General

There are substantial risks associated with the U.S. federal income tax consequences of acquiring, owning and disposing of Interests, especially if the acquisition is part of an exchange designed to comply with Section 1031 of the Code. The following paragraphs summarize some of the tax risks to an Interest Owner. You should read the following discussion of tax risks together with the section entitled "TAX CONSIDERATIONS" below, which include a more detailed discussion of the U.S. federal income tax consequences associated with acquiring, owning and disposing of Interests, as well as a general discussion regarding some of the requirements that must be satisfied to obtain Section 1031 nonrecognition treatment. Except where specifically noted below, this Memorandum does not discuss the foreign, state, or local tax consequences or risks related to acquiring, owning and disposing of Interests.

BECAUSE THE TAX CONSEQUENCES OF THIS OFFERING ARE COMPLEX AND MAY DIFFER DEPENDING ON THE PARTICULAR FACTS AND CIRCUMSTANCES OF EACH PROSPECTIVE INTEREST OWNER, YOU SHOULD CONSULT YOUR OWN TAX ADVISOR REGARDING THE SPECIFIC TAX CONSEQUENCES OF ACQUIRING, OWNING AND DISPOSING OF INTERESTS. NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE WITH RESPECT TO THE ACCEPTANCE BY THE IRS OR ANY COURT OF LAW REGARDING THE TREATMENT OF ANY ITEM BY AN INTEREST OWNER OR THE QUALIFICATION UNDER SECTION 1031 OF THE CODE OF AN EXCHANGE PURSUANT TO THE PROGRAM.

Classification of Interests for U.S. Federal Income Tax Purposes

We have attempted to structure the Offering such that each Interest Owner will be treated as acquiring an undivided interest in real property as opposed to interests in a partnership or a security for U.S. federal income tax purposes. The determination of the treatment of the Interests is solely a matter of U.S. federal tax law, and the state law classification and treatment of the Interests is not determinative. However, no ruling will be obtained from the IRS that Interests will be treated as undivided interests in real property as opposed to a partnership or a security for U.S. federal income tax purposes. As such, there can be no assurance that the IRS or any court will treat Interests as an undivided interest in real property for U.S. federal income tax purposes.

If the relationship among Interest Owners is treated as a partnership or Interests are treated as securities for federal income tax purposes, then no Interest Owner would be able to acquire Interests as part of a Section 1031 Exchange to defer gain realized on property previously disposed of by the Interest Owner. Additionally, certain other tax consequences of investing in Interests may be different. Because such determination would necessarily come after an Interest Owner had purchased its Interests, such Interest Owner may have no cash from the disposition

of its relinquished real property with which to pay the tax. Given the illiquid and long-term nature of an investment in Interests, there would be no practical means of generating cash from an investment in Interests to pay the tax. In such circumstances, an Interest Owner would have to use funds from other sources to satisfy this tax liability.

Requirements of Section 1031 of the Code

In addition to the requirement that an Interest Owner's Interest be treated as interests in real property and not a partnership interest or a security for federal tax purposes, the Code and Treasury regulations promulgated thereunder (the "***Treasury Regulations***") contain other requirements that must be satisfied for an exchange to qualify for nonrecognition treatment under Section 1031 of the Code. Each prospective Interest Owner should determine with his own tax advisor whether an exchange pursuant to the Offering qualifies as a Section 1031 exchange.

An Interest Owner's Section 1031 Exchange will not qualify for deferral of gain under Section 1031 if certain identification and closing requirements are not met.

The Treasury Regulations permit so-called "deferred exchanges" to qualify for nonrecognition treatment under Section 1031 of the Code, provided that certain requirements, including replacement property identification and closing requirements, are met. A deferred exchange occurs when a taxpayer sells one property held for investment or for use in a trade or business and subsequently acquires a replacement property that is also held for investment or for use in a trade or business. In the case of a deferred exchange, the Treasury Regulations require the replacement property to be identified within 45 days after the taxpayer sells the relinquished property. The Treasury Regulations permit taxpayers to identify alternative and multiple replacement properties under Code Section 1031. All properties acquired within 45 days of the sale of the relinquished property are deemed to have been properly identified. In addition, taxpayers are permitted to identify three properties without regard to the fair market value of the properties (the "three property rule") or multiple properties with a total fair market value not in excess of 200% of the value of the relinquished property (the "200% rule"). A taxpayer also may identify any number of properties if it acquires at least 95% of the identified properties (the "95% rule").

Taxpayers must take care in applying the 200% rule. If the fair market value of an investor's Interest combined with the fair market value of alternative or other replacement property identified by the investor exceeds 200% of the fair market value of the investor's relinquished property, the investor will not be treated as having identified any replacement property (other than replacement property actually acquired within 45 days of the sale of the relinquished property). For purposes of the 200% rule, fair market value means fair market value of the property without regard to any liabilities secured by the property. Moreover, because fair market value is a question of fact, there can be no assurance that, in the event of an audit, the IRS would not assert that alternative properties identified by the investor had a fair market value greater than the investor attributed to them and resulted in a violation of the 200% rule.

If a taxpayer satisfies the identification requirement, it must close on and receive the replacement property within 180 days after the taxpayer sells the relinquished property. The replacement property must also be substantially the same as the property that was identified.

The identification and closing rules of Code Section 1031 are strictly construed, and an investor's exchange will not qualify for deferral of gain under Code Section 1031 if too many properties are identified or if the deadlines for identification are not met. Prospective investors are urged to seek the advice of their own tax advisors prior to subscribing for the Interests.

There may be possible adverse tax treatment for certain Property Acquisition Costs

A portion of the proceeds of the Offering in excess of funds used to purchase the Interests will be used to pay each Interest Owner's pro-rata share of Property Acquisition Costs. Certain Property Acquisition Costs may not constitute like-kind property for Code Section 1031 purposes. Prospective Interest Owners may elect to pay these costs with personal funds separate from any Section 1031 Exchange funds. Because the tax treatment of certain Property Acquisition Costs is unclear and may vary depending upon the circumstances, each prospective Interest Owner should consult his own tax counsel regarding the tax treatment of the Property Acquisition Costs.

Amount and Recapture of Depletion Deductions

Each Interest Owner will compute its depletion deductions, if any, separately from the other Interest Owners. Therefore, the amount of depletion deductions that you may be able to claim as an Interest Owner will depend in part on your individual facts and circumstances. We will provide you with information sufficient for you to compute your depletion deductions. In addition, depletion deduction that reduce the adjusted basis of an Interest Owner's Interest are subject to recapture as ordinary income upon the sale or exchange of an Interest at a gain. Therefore, depletion deduction that reduce your taxable income in one year may serve only to defer that income until a later year.

Availability, Timing, and Amount of Deductions with Respect to Certain Expenses

The availability, timing and amount of deductions that may be available to an Interest Owner in connection with its Interest, if any, will depend on general legal principles and various determinations that are subject to potential controversy on factual and other grounds. Because the treatment of expenses is highly factual, each prospective Interest Owner is urged to consult his or her tax advisor regarding the deductibility of expenses incurred in connection with acquiring and holdings Interests.

Limitation on Losses and Credits from Passive Activities

Losses from passive trade or business activities generally may not be used to offset "portfolio income" (i.e., interest, dividends and royalties not derived in the ordinary course of a trade or business) or salary or other active business income. Deductions from passive activities generally may be used only to offset income from passive activities. Credits from passive activities generally are limited to the tax attributable to the income from passive activities. Passive activities include (i) trade or business activities in which the taxpayer does not materially participate, and (ii) rental activities. The Interests are intended to generated income that should be treated as royalty income. As a result, an Interest Owner will likely not be able to offset its income with any deductions or credits from other passive activities that an Interest Owner may participate in.

At-Risk Rules

If an Interest Owner is an individual or closely held corporation, such Interest Owner will be unable to deduct his or its share of loss derived from Interests, if any, to the extent such loss exceeds the amount "at risk." Loss not allowed under the "at-risk" provisions may be carried forward to subsequent taxable years and used when the amount at risk increases.

Unrelated Business Income Tax

Although IRAs and tax exempt entities are normally exempt from U.S. federal income taxation, they are nevertheless subject to the unrelated business income tax to the extent that their unrelated business taxable income ("UBTI") exceeds $1,000 during any tax year. Provided that a tax exempt investor, such as an IRA, is not in a trade or business that involves dealing with mineral royalties, mineral royalties generally do not constitute UBTI regardless of whether the royalties are based on production or gross or taxable income from the underlying mineral property. However, if a tax exempt investor's Interest is subject to acquisition debt, all or a portion of the income from the Interest likely will be included in the calculation of the its UBTI. *See* "Tax Considerations – Unrelated Business Income Tax for IRAs." In addition, for Interest Owners that invest with money from their IRAs, it is possible that the Interest's earnings could be subject to tax twice if the income is taxable as UBTI: once when the UBTI is earned by the IRA and then again when distribution are made from the IRA to the investor. Therefore, IRA investors are urged to consult their tax advisors as to the advisability and the tax effects of becoming an Interest Owner.

Alternative Minimum Tax

Taxpayers may be subject to the alternative minimum tax in addition to the regular income tax. The alternative minimum tax applies to designated items of tax preference. The application of the alternative minimum tax depends on each individual's own particular facts and circumstances. For information about tax preferences and the alternative minimum tax, a prospective Interest Owner should consult his own tax advisor.

Accuracy-Related Penalties

In the event your deductions are disallowed, you should be aware that the IRS could assess significant penalties and interest. The Code provides for penalties relating to the accuracy of tax returns equal to 20% of the portion of the underpayment to which the penalty relates. The penalty applies to any portion of any understatement that is attributable to: (i) negligence or disregard of rules or regulations; (ii) any substantial understatement of U.S. federal income tax; or (iii) any substantial valuation misstatement. A substantial understatement of U.S. federal income tax generally occurs if the amount of the understatement for the taxable year exceeds the greater of: (i) 10% of the tax required to be shown on the return for the taxable year, or (ii) $5,000 ($10,000 in the case of certain corporations). A substantial valuation misstatement occurs if the value of any property (or the adjusted basis) is 150% or more of the amount determined to be the correct valuation or adjusted basis. This penalty doubles if the property's valuation is misstated by 200% or more.

Reportable Transactions

The Code requires certain so-called "reportable transactions" to be disclosed to the IRS by both the participants and material advisors to the transactions. In addition, material advisors to reportable transactions must maintain certain information about the transactions including the names and identifying information of the transaction participants. Reportable transactions are defined by the Treasury Regulations to include certain transactions that have been specifically identified by the IRS and other transactions with certain traits that the IRS believes have the potential for tax abuse. We have concluded that the sale of Interests and this Offering should not constitute reportable transactions. Thus, we will not report the sales as reportable transactions to the IRS nor will we specifically maintain the information required to be maintained by material advisors. There can be no assurances that the IRS will agree with our determination. Therefore, each potential Interest Owner is urged to consult with his or her tax advisor as to the applicability of the reportable transaction rules to his or her purchase and ownership of Interests.

State and Local Taxes

A prospective Interest Owner should consider the state and local tax consequences of acquiring, owning and disposing of Interests. Although some states have adopted Section 1031 of the Code in whole, other states have only adopted it in part and/or impose their own requirements to qualify for nonrecognition. Each prospective Interest Owner should consult his tax advisor as to the various state and local tax consequences relating to acquiring, owning and disposing of Interests.

Changes in U.S. Federal Income Tax Laws

The discussion of the U.S. federal income tax consequences of acquiring, owning and disposing of Interests contained in this Memorandum is based on law presently in effect. You should be aware that new administrative, legislative or judicial action could significantly change the tax consequences of acquiring, owning and/or disposing of Interests. Any such change may be retroactive with respect to transactions entered into or contemplated before the effective date of such change and could have a material adverse effect on an investment in Interests. Congress could make substantial changes in the future to the income tax consequences with respect to acquiring, owning and/or disposing of Interests. Congress is currently analyzing and reviewing numerous proposals regarding changes to U.S. federal income tax laws. For example, the current administration has proposed to eliminate the percentage depletion allowance for oil and gas production. To date, that proposal has not been enacted by Congress. If this or any other changes to the U.S. federal income tax laws are enacted or adopted, the extent and effect of such changes are currently uncertain.

ESTIMATED USE OF PROCEEDS

The following table sets forth certain information about the estimated use of the proceeds from the Offering:

	Maximum Offering		Minimum Offering	
	Amount ($)	**% of Gross Proceeds**	**Amount ($)**	**% of Gross Proceeds**
Estimated Gross Offering Proceeds	**2,850,000**	**100%**	**114,000**	**100%**
Property Purchase Price[(1)]	**2,337,000**	**82%**	**93,480**	**82%**
Sales Commissions and Fees[(2)]	**228,000**	**8%**	**9,120**	**8%**
Proceeds to the Offeror for General And Administrative Expenses[(3)]	**199,500**	**7%**	**7,980**	**7%**
Proceeds to the Offeror for Organization and Offering Expenses[(4)]	**85,500**	**3%**	**3,420**	**3%**
Total	**2,850,000**	**100%**	**114,000**	**100%**

(1) Includes the actual purchase price of the Unity Properties. See "Compensation" and "Glossary".

(2) Determined based on Sales Commissions and due diligence fees equal to 8% of the gross proceeds of the Offering payable to the FINRA-licensed broker dealers for this Offering. No sales commissions will be paid on sales of units to subscribers purchasing units through registered investment advisors or, under limited circumstances, through officers of Unity. As a result, subscribers purchasing units through registered investment advisors or officers of Unity will pay $26,220 per unit, net of the 8% commission and due diligence fees.

(3) Includes expenses incurred, or to be incurred, by us in connection with the acquisition of the Unity Properties, excluding the actual purchase price for the Unity Properties as set forth in the definition of General and Administrative Expenses found under "Glossary."

(4) Includes expenses incurred, or to be incurred, by us in connection with our sponsorship, including professional fees, travel costs, employee salaries and incidental expenses all as set forth in the definition of Organization and Offering Expenses found under "Glossary."

OUR COMPENSATION

We will receive the Offering price from you for the Interests you purchase. From that amount, we will pay to participating Broker-Dealers in an aggregate amount up to 8% of the gross proceeds of the Offering including a 1% due diligence fee. The reimbursement of our General and Administrative Expenses and Organization and Offering Costs should be deemed compensation to us. The difference between our actual our General and Administrative Expenses and Organization and Offering Costs and 7% of the Offering price will be profit to us. The amount of General and Administrative Expenses and Organization and Offering Costs deducted from the Offering price is limited to 7% and 3%, respectively. We may use any remaining funds for our general and administrative expenses unrelated to the acquisition of the Unity Properties. See "Use of Proceeds." This amount may be considered a profit to us.

Under the Management Agreement, we will also receive a monthly management fee of 6.25% of the annualized cash flows prorated for each month, for the services provided under the Management Agreement. Under the Management Agreement, we will be entitled to keep any interest which may be earned on Income prior to distribution to the Interest Owner. The cost of the conveyance and assignment of an Interest Owner's Interest in the

Unity Properties to the Interest Owner is considered a part of the General and Administrative Expenses. See "General and Administrative Expenses." The cost associated with any subsequent transfer of an Interest Owner's Interest following the initial conveyance and assignment to the Interest Owner will be assessed to the Interest Owner in an amount not to exceed the actual costs associated with the conveyance or assignment, as well as hourly charges for actual services provided at the rate of $200 per hour.

BUSINESS PLAN

Overview

We are offering for sale certain undivided non-possessory Mineral Interests, Royalty Interests and/or Overriding Royalty Interests in existing and potential income-producing oil and gas properties located primarily in the Bienville, Red River and DeSoto parishes of Louisiana. We refer to these properties as the Unity Properties. A majority of the Unity Properties will require successful oil and gas drilling and completion operations by third parties to generate income, if any, from oil and gas production. We will convey Interests in the Unity Properties to an Interest Owner with such rights and obligations as described below following acceptance of a subscription for Interests.

In the Offering, we will sell 100% of the Interests for a total of $2,850,000. The minimum amount of subscriptions required for us to proceed with this Offering is $114,000, including subscriptions by us or our Affiliates. Whether we will close the acquisition of the Unity Properties and thereafter convey Interests to prospective Interest Owners is a decision that remains within our sole discretion. We reserve the right, in our sole discretion, to terminate this Offering at any time and will do so if less than $114,000 of the Interests are subscribed for, including subscriptions by us or our Affiliates. The price is $28,500 per unit of Interest, with a minimum required investment of $28,500 for each prospective Interest Owner unless we, in our sole discretion, approve otherwise. The price of the Interests has been determined, in part, based upon our evaluation of engineering reports prepared by independent third parties. We are offering the Interests only to "accredited investors" who meet certain minimum financial and other Interest Owner suitability requirements; provided, however, that we may offer the Interests to a limited number of non-accredited investors in our sole discretion. Each whole Interest represents an undivided 1% interest in the Unity Properties. The price is based, in part, on the Property Acquisition Costs, Sales Commissions and Expenses, General and Administrative Expenses, Organization and Offering Expenses. See "Who May Invest."

Once a prospective Interest Owner acquires Interests, it will become an Interest Owner. An Interest Owner will have a direct ownership interest in the Interests and hold the status of co-owner with respect to other Interest Owners in the Unity Properties. The purchase of 1% of the Unity Properties, as contemplated hereby, shall entitle the Interest Owner to receive 1% of all Income from the Unity Properties. Interest Owners will appoint Unity as their agent pursuant to the Management Agreement for the purpose of receiving distributions of Income generated by the Unity Properties. Unity will, in turn, remit to each Interest Owner, on a monthly basis, each Interest Owner's share of such Income, along with the production and revenue data related to the Interest Owner's Income from its Interests. Interest Owners will have no authority over or involvement in operations conducted on the Unity Properties by third-party operators of the Unity Properties.

In order to subscribe for Interests, you are required to deliver a completed, signed and dated Participation Agreement, Investor Questionnaire, Management Agreement and Memorandum of Management Agreement with Power of Attorney, which are attached as Exhibits B, C and D to this Memorandum, along with payment for the full purchase price for the Interests to be purchased. See "How to Subscribe."

Investment Objectives

The investment objectives of this Offering are to produce the benefits described below for Interest Owners. We cannot assure you that you will realize some or all of these benefits.

- The primary purpose for acquiring Interests is to produce current monthly income from oil and gas properties without the personal risks associated with ownership of Working Interests. The intent is to create attractive annual returns. However, a majority of the properties in which we are offering Interests will require successful oil and gas drilling and completion operations by third parties to generate income, if any, from oil and gas production.

- Interest Owners may have the opportunity to defer U.S. federal income tax on the disposition of real property held for investment or used in a trade or business by completing a Section 1031 Exchange of such real property for Interests.
- As an Interest Owner, you may be entitled to tax deductions for depletion that could reduce your taxable income.

The Unity Properties

The Unity Properties comprise certain Interests in Bienville, Red River and DeSoto parishes of Louisiana, upon which there are a total of 21 producing wells, 6 wells in development and 2 wells permitted as of the date of this Memorandum. The wells are currently being operated by operators who we believe are regional experts. For more information on the particulars of the Unity Properties and the Interests therein, see "List of Unity Properties" on Exhibit A. The Interests detailed on Exhibit A are subject to change and revision, as new wells are spudded and existing wells are shut in. These properties may be subject to depth limitations found in the underlying leases and prior assignments.

The Purchase Agreements

The Unity Properties are being acquired by two purchase and sale agreements, one by and between us and BC 1031 Holdings, LLC, an affiliated third party, and one by and between us and Unity #9-A, LLC, an entity sponsored and managed by us. See "CONFLICTS OF INTEREST" on page 27 of this Memorandum. Under each purchase and sale agreement, closings will occur on a monthly basis. On the 15th day of each month during the term of each agreement, we will pay to the seller a portion of the total purchase price based on the amount of subscription proceeds received by us during the previous 30 days. On the 15th day of the month, upon receiving the portion of the purchase price, each seller will assign to us the proportion of properties covered by the respective agreement based on the proportion that the amount of the partial purchase price bears to the total purchase price. In other words, if we pay a seller 10% of the total purchase price for that seller's properties on the 15th day of a month, then that seller will assign 10% of the properties covered by the agreement to us. We will, in turn, immediately assign to the prospective Interest Owner his or her proportional share of the Unity Properties.

Property Identification, Due Diligence and Acquisition

We performed the identification, analysis, review, and evaluation with respect to the Unity Properties. Our goal has been to seek to acquire for purchase Mineral Interests, Royalty Interests and/or Overriding Royalty Interests through auction and private negotiations.

For instance, in order to identify and evaluate properties such as the Unity Properties, we sought to find properties that meet the following criteria, among other things:

- Potentially large monthly revenue volumes
- Multiple wells
- Potentially large monthly production volumes
- Reputable owners of properties
- Room for significant additional growth
- Reputable fields

A portion of the Interests will be in Unity Properties currently subject to leases and undergoing development. Interest Owners will not receive any revenues from their Interests unless a third party operator successfully conducts oil and gas developmental operations on properties subject to the Interest. Neither we nor the Interest Owners will be able to control such third party operators or the outcome of their operations on the properties. In addition, for Mineral Interests and Royalty Interests on undeveloped property, we may be unable to locate a third party to acquire the leasehold rights and develop the property. As a result, the development of the properties is dependent upon third parties that neither we nor the Interest Owners control. Income, if any, from the

sale of oil and gas from a property will be generated only upon the completion of successful oil and gas development operations on the property by a third party operator.

Title and Assignment of Interests

Within a reasonable time after the Offering of Interests is concluded, Unity will convey to each Interest Owner, by means of a formal Conveyance, the amount of each Interest Owner's undivided interest in the Interests. The Conveyance will be recorded by the Offeror in those counties in the states in which the Unity Properties are located so as to put third parties on actual notice of the amount of the ownership of the Interests by the Interest Owner. Each Conveyance filed by us will reflect a conveyance of Interests by us to multiple Interest Owners, and through an exhibit attached to the Conveyance, will set forth the specific amount of the Interest owned by each person named in the Conveyance. The cost of the Conveyance and assignment of Interests in the Unity Properties to the Interest Owner is considered a part of the Property Acquisition Costs. See "Property Acquisition Costs." **The cost associated with any subsequent transfer of an Interest Owner's Interest, following the initial conveyance and assignment from Unity to the Interest Owner, will be assessed to the Interest Owner in an amount not to exceed the actual costs associated with the conveyance or assignment, as well as hourly charges for actual services provided at the rate of $200 per hour.**

Future Expenses and Liabilities Associated with the Unity Properties

Each Interest Owner will bear its share of monthly expenses, taxes and other costs attributable to its undivided interest in the Interests associated with the Unity Properties. Expenses such as marketing and transportation costs associated with oil and/or gas produced by the Unity Properties historically have represented less than 1% of gross revenues on similar properties. On or about October 1 of each year, ad valorem taxes will be imposed on the Unity Properties, which taxes must be paid by January 1 of the following year. The amount of these taxes will be deducted from revenues generated by the Unity Properties. In addition, each Interest Owner will pay a management fee of 6.25% of the annualized cash flow, pro rated for each month, for the Interest Owner's pro-rata Interest under the Management Agreement, payable on a monthly basis. All of the foregoing expenses, taxes, fees and other costs will be deducted from revenues generated by the Unity Properties. See "Disbursement of Income" and "Summary of the Management Agreement."

An Interest Owner will have no responsibility for Operating Expenses incurred in connection with the operations of wells on the Unity Properties. Those expenses will be the sole responsibility of the owners of the Working Interests. None of the Interests shall constitute Working Interests. Therefore, an Interest Owner will not be liable for either current Operating Expenses or expenses associated with contemplated future development of the Unity Properties, although any such development would result in a benefit to the Interest Owner if additional production of oil and/or gas occurs. Lastly, an Interest Owner should have no personal responsibility for liabilities to third parties resulting from operations on the Unity Properties, a responsibility reserved for operators of the Unity Properties and the owners of the Working Interests.

Disbursement of Income

We expect that payments to you will be made on a monthly basis in accordance with the Management Agreement. Pursuant to the Management Agreement, the Interest Owners will appoint Unity as their agent for the purpose of receiving distributions of gross income generated by the Interests. Under the Management Agreement, Unity will, in turn, remit to each Interest Owner its share of such income (less costs, fees, expenses and taxes) along with the production and revenue data. The amount of Income you will receive will depend primarily on the net cash receipts from oil and gas operations, and will be affected, among other things, by the price of oil and natural gas and the level of production of the Unity Properties. Income, if any, from the sale of oil and gas from an undeveloped property will be generated only upon the completion of successful oil and gas development operations on the property by a third party operator. Approximately 60 days after the operators of the wells located on the Unity Properties sell oil and gas production to local purchasers, we will receive payment of revenues generated by those Unity Properties attributable to the Interests. Generally, within 30 days after we receive payment, a statement detailing each Interest Owner's share of the resulting income and any expenses attributable thereto will be transmitted to each Interest Owner, accompanied by a check made payable to the Interest Owner. This process generally will occur every 30 days thereafter for as long as the Unity Properties continue to produce revenues and we continue to act as collection and disbursement agent for the Interest Owner pursuant to the Management Agreement. After each calendar year end, each Interest Owner will receive an IRS Form 1099 detailing payments

made to him. Each Interest Owner will also receive calculations with respect to percentage and cost depletion to enable the Interest Owner to determine which method of depletion to utilize. These reports will generally be transmitted to an Interest Owner by January 31st of each calendar year.

Return on Investment

Ownership of Interests will entitle you to your proportionate percentage share of the proceeds from the sale of any production from currently producing Unity Properties as described under "Disbursement of Income." The value of the Interests will be substantially dependent upon the reserves underlying the Unity Properties and the extent of actual or potential further oil and/or gas developmental activities that may occur on the Unity Properties. There are many uncertainties inherent in estimating quantities and values of reserves and in projecting future rates of production or future contemplated development. We have relied on professionals employed by us to evaluate whether the Interests in the Unity Properties should be acquired. Income, if any, from the sale of oil and gas from an undeveloped property will be generated only upon the completion of successful oil and gas development operations on the property by a third party operator. While currently producing Unity Properties are expected to provide certain cash flow, there is no assurance that you will receive any specified return on your investment in Interests. See "The Unity Properties," "Risk Factors" and "Summary of the Management Agreement."

Opportunity for Code Section 1031 Exchange

We expect that some prospective Interest Owners will seek an investment in Interests for purposes of completing a Section 1031 Exchange. There are numerous requirements contained in the applicable provisions of the Code and Treasury Regulations concerning qualification for deferral of gain under Code Section 1031. **If you are considering an investment in Interests for purposes of completing a Section 1031 Exchange, you should consult with your own tax advisor about this Offering's tax consequences and your individual situation. No representation or warranty of any kind is made with respect to the treatment of Interests by the IRS. See "Risk Factors" and "Tax Considerations."**

Transferability of Interests

The Interests will not be traded on an established securities market or on the substantial equivalent of an established securities market. You will be required to represent that you are purchasing the Interests for your account, for investment purposes and not with a view toward resale or redistribution of the Interests. The sale of the Interests will not be registered under the Securities Act, and the Interests cannot be resold unless the resale is subsequently registered under the Securities Act (which is not expected) or unless an exemption from registration is available. You may be required to obtain specific approval of such resale by the state securities administrator in some states. Resale of the Interests under Rule 144 under the Securities Act will not be possible because of the absence of sufficient public information about the Interests.

The Interest Owners shall own an undivided interest in the Interests as a whole. Interest Owners will not be entitled to approve any transfer of another Interest Owner's undivided interest in the Interests or to any proceeds received by a transferor of such share of the Interests. Following a transfer, the Interests in the Unity Properties will continue to be burdened by the collective Interests of the Interest Owners, and revenues attributable to the transferred Interests will be paid to the transferee. Conveyances reflecting transfers of Interests may, in the sole discretion of an Interest Owner and the transferee of such Interests, be recorded in the appropriate real property records of the states in which the Unity Properties are located so as to give notice of the transferred ownership to third parties. Any transferee must succeed to the rights and obligations of the transferor Interest Owner. **THE COST OF THE CONVEYANCE AND ASSIGNMENT OF INTERESTS TO THE INTEREST OWNER IS CONSIDERED A PART OF THE PROPERTY ACQUISITION COSTS. SEE "PROPERTY ACQUISITION COSTS." THE COST ASSOCIATED WITH ANY SUBSEQUENT TRANSFER OF INTERESTS OWNER'S INTEREST, FOLLOWING THE INITIAL CONVEYANCE AND ASSIGNMENT TO THE INTEREST OWNER, WILL BE ASSESSED TO THE INTEREST OWNER IN AN AMOUNT NOT TO EXCEED THE ACTUAL COSTS ASSOCIATED WITH THE CONVEYANCE AND/OR ASSIGNMENT AS WELL AS HOURLY CHARGES FOR ACTUAL SERVICES PROVIDED AT THE RATE OF $200 PER HOUR.**

Operation of Properties

The management of the Offering and other business of the properties will be our responsibility. We will not operate any of the Unity Properties. We will be responsible for paying and collecting all monies you are obligated to pay and collect.

COMPETITION, MARKETS AND REGULATION

Competition

We will face competition relating to the sale of oil and natural gas production. The national supply of natural gas is widely diversified, with no one entity controlling over 5%. As a result of deregulation of the natural gas industry by Congress and the Federal Energy Regulatory Commission ("***FERC***"), natural gas prices are generally determined by competitive forces. Prices of crude oil, condensate and natural gas liquids are not currently regulated and are generally determined by competitive forces.

Markets

The marketing of any oil and natural gas produced by the wells in which you will own Interests will be affected by a number of factors that are beyond our control and whose exact effect cannot be accurately predicted. These factors include:

- the amount of crude oil and natural gas imports;
- the availability and cost of adequate pipeline and other transportation facilities;
- the success of efforts to market competitive fuels, such as coal and nuclear energy;
- the effect of federal and state regulation of production, refining, transportation and sales of oil and natural gas;
- the laws of foreign jurisdictions and the laws and regulations affecting foreign markets; and
- other matters affecting the availability of a ready market, such as fluctuating supply and demand.

The supply and demand balance of crude oil and natural gas in world markets has caused significant variations in the prices of these products over recent years. The North American Free Trade Agreement eliminated trade and investment barriers in the United States, Canada and Mexico, resulting in increased foreign competition for domestic natural gas production. New pipeline projects recently approved by, or presently pending before, FERC as well as nondiscriminatory access requirements could further substantially increase the availability of gas imports to certain U.S. markets. These imports could have an adverse effect on both the price and volume of gas sales from wells in which you will own Interests.

Members of the Organization of Petroleum Exporting Countries establish prices and production quotas for petroleum products from time to time with the intent of reducing the current global oversupply and maintaining or increasing certain price levels. We are unable to predict what effect, if any, those actions will have on the amount of or the prices received for oil produced and sold from the wells in which you will own Interests.

In several initiatives, FERC has required pipelines to develop electronic communication and to provide standardized access via the Internet to information concerning capacity and prices on a nationwide basis, so as to create a national market. Parallel developments toward an electronic marketplace for electric power, mandated by FERC, are serving to create multi-national markets for energy products generally. These systems will allow rapid consummation of natural gas transactions. Although this system may initially lower prices due to increased competition, it is anticipated to expand natural gas markets and to improve their reliability.

The demand for natural gas in domestic markets fluctuates from year-to-year and even from season-to-season due to economic factors, weather, conservation, fluctuating prices for alternative energy sources and other factors. This fluctuating demand has been reflected on the production side by increased competitive pressure. Occasionally pipeline companies reduce their takes from producers below the amount that, by contract, the companies are obligated to take or pay for. Pipeline companies have also claimed that conditions of force majeure

or commercial impracticability have relieved them of contractual obligations relating to pricing and takes of natural gas. In order to sell their production, many producers, at times, have accepted prices on the spot market that are lower than those contained in their contracts. In addition, the fluctuation of demand has forced many pipeline companies to reduce or cease altogether their purchases of new natural gas.

In view of the many uncertainties affecting the supply and demand for oil, natural gas and refined petroleum products, it is not possible to predict future oil and natural gas prices or the overall effect, if any, that a decline in demand for and an oversupply of such products will have on you.

Regulation

Operations regarding the Interests will be affected from time to time in varying degrees by domestic and foreign political developments, federal laws and the laws of the states in which the properties are located.

Production. In most areas of operations within the United States the production of oil and natural gas is regulated by state agencies that set allowable rates of production and otherwise control the conduct of oil and natural gas operations. Among the ways that states control production is through regulations that establish the spacing of wells or limit the number of days in a given month during which a well can produce.

Environmental. The operations regarding the Interests will also be subject to environmental protection regulations established by federal, state, and local agencies that in turn may necessitate significant capital outlays that would materially affect the operations of the Interests. These regulations, enacted to protect against waste, conserve natural resources and prevent pollution, could necessitate spending funds on environmental protection measures, rather than on production operations.

Natural Gas Transportation and Pricing. FERC regulates the rates for interstate transportation of natural gas as well as the terms for access to natural gas pipeline capacity. Pursuant to the Wellhead Decontrol Act of 1989, however, FERC may not regulate the price of gas. Such deregulated gas production may be sold at market prices determined by supply and demand, Btu content, pressure, location of wells and other factors. We anticipate that all of the gas produced by the wells in which Interests are owned will be considered price decontrolled gas and that the gas will be sold at fair market value.

Future Regulation. From time to time, legislative proposals are considered in Congress and in the legislatures of various states, which, if enacted, might significantly and adversely affect the petroleum and natural gas industries. Such proposals involve, among other things, the imposition of price controls on all categories of natural gas production, the imposition of land use controls, such as prohibiting drilling activities on certain federal and state lands in roadless wilderness areas, as well as other measures. At the present time, it is impossible to predict what proposals, if any, will actually be enacted by Congress or the various state legislatures and what effect, if any, such proposals will have on the operations of wells in which Interests are owned.

On December 19, 2007, President Bush signed into law the Energy Independence and Security Act ("EISA"), a law targeted at reducing national demand for oil and increasing the supply of alternative fuel sources. While we do not anticipate that EISA will directly impact the partnership's operations or cost of doing business, its impact on the oil and gas industry in general is uncertain.

The Kyoto Protocol to the United Nations Framework Convention on Climate Change (the "Protocol") became effective in February 2005. Under the Protocol, participating nations are required to implement programs to reduce emissions of certain gases, generally referred to as greenhouse gases that are suspected of contributing to global warming. The United States is not currently a participant in the Protocol. However, the U.S. Congress is considering proposed legislation directed at reducing greenhouse gas emissions. In addition, there has been support in various regions of the country for legislation that requires reductions in greenhouse gas emissions, and some states have adopted legislation addressing greenhouse gas emissions from various sources, primarily power plants. The natural gas and oil industry is a direct source of certain greenhouse gas emissions, namely carbon dioxide and methane, and future restrictions on such emissions could impact the operations on partnership wells. At this time, it is not possible to accurately estimate how potential future laws or regulations addressing greenhouse gas emissions would impact the partnership's business.

The preceding discussion of regulation of the oil and natural gas industry is not intended to constitute a complete discussion of the various statutes, rules, regulations or governmental orders to which well operations may be subject.

MANAGEMENT

General

The Offeror, Unity Resources, LLC, is a privately owned limited liability company formed in 2008. Under the Management Agreement, we will be expressly authorized to manage your Interests, and will have authority to act on your behalf in significant matters affecting the business and affairs of the properties in which you acquire Interests. Under the Management Agreement, you will have no participation in any of the day-to-day business operations of the properties. We will be responsible for collecting revenues, remitting net revenues from your Interests to you, delivering reports and supervising the operation of the oil and natural gas wells in which you acquire Interests.

Generally, we, and purchasers of Interests from us, will own too small an interest in a property to make decisions regarding who will act as operator for the property. In these cases, the choice of who will act as operator will be made by parties owning a greater percentage of the particular property's working interest. Neither Unity nor its affiliates will serve as operator for any of the Unity 11-A Interests.

Mr. Mark Mersman, co-founder, principal and president is responsible for prospect generation and assesses investment opportunities on a continual basis, assisting with engineering evaluations and due diligence on prospective royalty purchases. He is responsible for all asset portfolio management decisions and also provides oversight of the company's day-to-day activities.

Mr. Mark Solomon, co-founder, principal and vice-president also manages our institutional and retail channel marketing strategies within the broker-dealer community as well as implementation of the company's public relations efforts. In addition, he also provides oversight of various day to day activities.

Ms. Ashley Kocian is Vice President of Operations at Unity Resources, LLC. With over six years experience as an oil and gas landman, Ms. Kocian is responsible for researching potential property acquisitions, preparing closing documents and filing all county and parish deeds and records. She works closely with Unity's marketing team to provide Investor support information including welcome packages, monthly newsletters, and property development updates.

Ms. Susan Andress is a Director of National Accounts of Unity Resources, LLC. She is responsible for developing, managing and expanding Unity Resources' relationships with her extensive network of broker/dealer and registered representatives throughout the nation. In addition, she will be utilizing her geologic background to help evaluate various investment opportunities.

Unity Resources, LLC

Mark Mersman, 44, is a co-founder and principal of Unity Resources, LLC. In addition to his position with Unity Resources, LLC, Mr. Mersman is currently president of a private wealth advisory firm Mersman Capital Management, Inc. The company was formed in September 2007 and provides portfolio management for high net worth individuals. Prior to forming Unity Resources in 2008, he served as Regional Vice President for Fisher Investments from April 2000 to September 2007, where he was a consistent top quartile producer, managing a combined client portfolio of over $200 million. At Fidelity Investments, he held the positions of Retirement Consultant from February 1997 to April 2000 and Financial Representative from October 1993 to February 2007. He specialized in assisting high net worth clientele with discretionary money management services, retirement planning, and development of income strategies during his tenure with Fidelity. Mr. Mersman assisted in increasing overall retirement asset acquisition for the Dallas marketplace, registering a 90% increase from 1998 to 1999. He began his financial services career at American Express Financial Advisors in November 1992 prior to his move to Fidelity Investments in October 1993. Mr. Mersman has previously held FINRA licenses 7, 63, and 65, and holds the designation of chartered retirement counselor. Mr. Mersman graduated with a B.S.B.A. in Marketing with a minor in finance from the University of Arkansas at Fayetteville, Arkansas.

Mark Solomon, 38, is a co-founder, principal and vice-president of Unity Resources, LLC. Mr. Solomon has worked within the financial services industry for over ten years including as a financial advisor with Morgan Stanley from April 2001 to February 2002. He has served as Vice President of Assurnet Insurance Agency, his family's business, since 1991. Prior to forming Unity Resources in 2008, Mr. Solomon served as vice president of Chestnut Petroleum and as a registered representative at the company's broker-dealer arm, Plummer Securities, from February 2002 to May 2004. During his time with Chestnut, he assisted the company with raising private investor assets to support the funding of several multi-well drilling programs. From January 2005 to March 2006, Mr. Solomon

performed a similar role as a registered representative with Mullins & White Exploration, now Guardian Oil & Gas, and its wholly owned broker-dealer, M&W Financial. In addition, he was Director/Vice President of Sales for AmericanTeachers.com, a web-based company that provided state- and district-specific retirement planning services for teachers from August 1998 to April 2001. From August 1997 through September 1998 he worked in the auto and life insurance industries in sales and administration. Mr. Solomon is a graduate of Texas A&M University, with a BA in Finance. Mr. Solomon has previously held FINRA licenses 6, 7, 31, 63, and 65. In addition, he is a Certified Professional Insurance Agent (CPIA) and General Lines Agent (Life, Property, and Casualty).

Ashley Kocian, 25, is Vice President of Operations at Unity Resources, LLC. Prior to joining Unity Resources, Ms. Kocian held Lease Administrator/Title Examiner positions at PFM, LLC from May 2007 to January 2009 and OGM Land Company from May 2006 to January 2007. In addition, she served as an Administrative Assistant with OGM Land Company from March 2003 to April 2006. Her experience includes auditing lease and mineral reports in preparation for asset liquidation, performing well sweeps to determine if an area of interest was a profitable opportunity or held by production, and creating ownership reports and run sheets to illustrate the chronological flow of mineral and surface interest rights. Ms. Kocian holds a Bachelors of Business Administration from the McCoy College of Business Administration at Texas State University.

Susan Andress, 56, is a Director of National Accounts of Unity Resources, LLC. Ms. Andress began her career as an exploration geologist in West Texas exploring for oil and gas reserves and raising private funds from high net-worth investors. Her most recent projects include structuring a private oil and natural gas drilling program with Coronado Exploration & Production from April 2009 through October 2009 and as a Business Development Manager at Texas Energy Holdings, Inc. from July 2008 through January 2009. While at Texas Energy Holdings, she was responsible for developing the Company's Central Division, which encompassed all states mid-continent from Denver, Colorado to Chicago, Illinois. Her efforts lead to securing subscriptions totaling 28% of the Company's 3rd quarter drilling program's total raise and 20.05% of the 4th quarter drilling program's total raise. From November 2007 to June 2008, she served as Vice President of Sales at Geneva Organization where she was responsible for developing, managing, and expanding Geneva's relationship with its network of broker/dealer representatives on a nationwide basis. From March 2007 to November 2007 she provided sales support for Discovery Resources, leading the Company's expansion efforts into the broker/dealer community. In November 2005 she joined Striker Petroleum to assist with due diligence efforts and wholesaling. She managed three internal wholesalers leading the team in raising over $80MM in direct investments and 1031 exchanges until leaving the company in March 2007. She is a trained geologist, having earned her Bachelor of Science degree in Geology from Hardin Simmons University in Abilene, Texas and is certified to teach science at all levels. She assisted in establishing a geology department at Abilene Christian University and stayed on staff to teach part-time for the first four years. She is a registered Representative with her Series 7 and 63 licenses. She is a member of the Dallas Geologic Society and the Adam Energy Forum.

Ownership of Unity Resources

The following table contains revised information regarding the membership interests of Unity Resources, LLC, owned by each person who owns beneficially 5% or more of the outstanding membership interests, by all managers and executive officers of Unity individually, and by all managers and executive officers of Unity as a group. Unity Energy Holdings, LLC is a Texas limited liability company owned by Mark Mersman and Mark Solomon.

Name and Address	Percent of Class
Unity Energy Holdings, LLC 5600 Tennyson Pkwy, Ste. 115 Plano, Texas 75024	14.2%
BK Cook Family Limited Partnership, LP 2200 Arcady Lane Corsicana, Texas 75110	20%
The Rodger Schuermann Revocable Trust 1000 Manor Hill Drive Norman, Oklahoma 73072	13%
Chandler Holdings, LLC 2820 Lakeview Drive Prosper, Texas 75078	9.1%

The Paxton Family Living Trust 5613 S. Woodcreek Circle McKinney, Texas 75071	8.2%
Hochberg Holdings Limited Partnership 317 Ocean Blvd. Golden Beach, Florida 33160	8%
Carol Casey 3210 St. Johns Drive Dallas, Texas 75205	6%
SBS Holdings Limited Partnership 601 W. Main Decatur, Texas 76234	5.667%
WJKK Investment, LLC 2708 Lothian Drive Cedar Park, Texas 78613	5%
Other members (each less than 5%)	10.833%
Total	100%

Compensation

No officer, manager, director, employee or beneficial owner of Unity will receive any direct remuneration or other compensation from the Interests.

Legal Proceedings

Neither we nor the Company are the subject of any material legal proceeding, action or suit presently pending. However, on or about September 23, 2002, Wisconsin issued a Summary Order of Prohibition to Mark Solomon. The Order prohibited Mr. Solomon from offering and selling securities in Wisconsin without compliance with the registration provisions under the Wisconsin Uniform Securities Law or an exemption therefrom, and further prohibited Mr. Solomon employing an agent to represent him in Wisconsin for purposes of offering or selling securities without such person being registered to offer or sell securities in Wisconsin. Mr. Solomon subsequently became registered in the state of Wisconsin, and, on or about April 22, 2003, Wisconsin issued an order rescinding its September 23, 2002 Summary Order of Prohibition to Mr. Solomon on the basis that Wisconsin found that rescission of the Order was appropriate in the public interest and for the protection of investors.

CONFLICTS OF INTEREST

We and our Affiliates have interests that differ in certain respects from those of the Interest Owners. Prospective Interest Owners should recognize that relationships and transactions of the kinds described below involve inherent conflicts between the interests of Interest Owners and those of our Affiliates and us, and that the risk exists that these conflicts will not always be resolved in a manner that favors the Interest Owners.

Acquisition of Properties from Affiliates. The properties that make up the Unity Properties are being acquired from Unity #9-A, LLC and BC 1031 Holdings, LLC. We are the manager of Unity #9-A, LLC, and we sponsored the offering of its membership interests. See "PRIOR ACTIVITIES" on pages 28 to 29 of this Memorandum. As a result, the purchase price of $2,271,083 for the properties covered is not the result of arm's length negotiations. To limit this conflict of interests, the purchase price was based on an evaluation and report on these properties by Arden McCraken, P.E., an independent third party reservoir engineer. The initial report found that the fair market value of the properties was $2,511,355, assuming a flat $4.00 per mcf price for natural gas and discounting future cash flows at a PV 10. A majority of the members of Unity #9-A, LLC, none of whom are Affiliates of ours, voted to approve the sale of the properties for this offering based on the third-party report.

Receipt of Compensation Regardless of Profitability. We are entitled to receive the management fee and reimbursement for certain costs, regardless of whether you derive positive net revenue from your Interests. See "OUR COMPENSATION." These fees and reimbursements will decrease your share of any cash flow generated by operations of the properties or increase losses if operations should prove unprofitable.

Time and Services of Common Management. We and our Affiliates are engaged in substantial other activities apart from those related to Unity 11-A, and will have conflicts of interest in allocating management time, services, and functions among the Interest Owners and other business ventures in which we and they are or may become involved. Our officers and manager are also officers, directors or employees of our Affiliates. As a result, they will not devote their entire time to Unity 11-A. We believe that we will have sufficient time, however, to discharge fully our responsibilities to you, other Interest Owners and other business activities in which we are or may become involved. We will devote so much of our time to the business of Unity 11-A as is reasonably required in our judgment.

Non-Arm's Length Agreements. Certain agreements and arrangements, including those relating to the compensation paid by Interest Owners to our Affiliates and us have been established by us and are not the result of arm's length negotiations.

NO FIDUCIARY DUTIES; INDEMNIFICATION

None of we, our Affiliates or the other Interest Owners will have a fiduciary duty to you, as may be applicable to other investments, such as a partnership, limited liability company or corporation. Prospective Interest Owners who have questions concerning our responsibilities should consult their own counsel.

The Management Agreement provides that we will not be liable to you for any act or omission performed or omitted by us except for acts or omissions arising out of gross negligence or willful misconduct, and that you will indemnify us and our Affiliates and each of our directors, officers, employees, agents and attorneys for any liability, to the extent of your investment, arising out of (i) any act or omission by us performing services for you under the agreement, unless such act or omission was the result of our gross negligence or willful misconduct, (ii) any acts by you that are inconsistent with the rights and authority delegated to us, and (iii) any misrepresentation made by you under the agreement, breach of your warranties, and any failure by you to fulfill your covenants under the agreement or elsewhere. See "SUMMARY OF MANAGEMENT AGREEMENT -- Indemnification."

A successful claim for indemnification would deplete your assets by the amount paid. As a result of such indemnification provisions, you may have a more limited right of legal action than you would have if such provisions were not included in the Management Agreement. To the extent that the indemnification provisions purport to include indemnification for liabilities arising under the Securities Act, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable.

PRIOR ACTIVITIES

Unity Resources, LLC is an energy and natural resources investment company founded in 2008. To date, we have sponsored four offerings of membership interests in companies, each of which is described accordingly in the table below. Three of the companies, Unity #9-A, LLC, Haynesville Royalties 9-B, LLC, and Emerald Royalty Fund, LLC were or are engaged in acquiring and owning royalty interests, while the fourth holds working interests. This is our first offering of royalty interests for investors who would like to take advantage of Section 1031 of the Code. Prospective investors should be cautioned that prior performance of our offerings is not indicative of future results in this offering. The data contained in the table below is as of April 15, 2011.

Offering	Date Offering Commenced	Date Offering Ended	Number of Investors	Amount of Subscriptions from Investors	Aggregate Distributions to Investors
Austin Chalk Re-Entry Joint Venture, LLC	12/2008	09/30/2009	11	$165,000	$8,231
Unity #9-A, LLC	04/2009	07/07/2009	53	$1,285,000	$69,730[2]
Haynesville Royalties 9-B, LLC	06/2009	01/31/2010	27	$526,900	$0[2]
Emerald Royalty Fund, LLC[1]	2/15/2010	Expected to terminate on May 31, 2011	12	$839,875	0[1]

[1] As of the date of this Memorandum, this limited liability company is still undergoing initial operations.

[2] On March 23, 2010, Haynesville Royalties 9-B, LLC was merged into Unity #9-A, LLC. As a result, distributions in investors in Haynesville Royalties 9-B, LLC appear in the distributions column for Unity #9-A, LLC.

It should not be assumed that Interest Owners will have either success or failure comparable to those experienced by participants in any prior program sponsored by us. Each oil and gas well has unique characteristics and we believe that a prospective Interest Owner cannot predict future performance of any given well based upon the performance of a prior well, even if the prior well was drilled in the same area. We further believe that rates of return and/or production, or lack thereof, related to prior programs are not material as indicative of the future performance of the Unity Properties. It should also be noted that all wells decline over time, some more frequently and drastically than others. For several reasons, including the unpredictability of oil and gas pricing and development and differences in program structure, property location, program size and economic conditions, operating results obtained by any prior program should not be considered as indicative of the operating results obtainable by you.

TAX CONSIDERATIONS

The following is a general summary of certain U.S. federal income tax consequences relating to the acquisition, ownership and disposition of Interests. A complete discussion of the U.S. federal income tax consequences of acquiring, owning and disposing of Interests is beyond the scope of this Memorandum. You should not view the following discussion as a substitute for careful tax planning, particularly since the tax consequences of acquiring, owning and disposing of Interests are complex and vary from Interest Owner to Interest Owner. The following discussion condenses or eliminates many details that might adversely affect some Interest Owners and does not fully address the tax issues that may be important to certain types of Interest Owners who are subject to special tax treatment. Except where specifically noted below, this Memorandum does not discuss the U.S. federal estate, foreign, state or local tax consequences relating to acquiring, owning or disposing of Interests. **YOU SHOULD CONSULT YOUR OWN TAX ADVISOR REGARDING THE SPECIFIC TAX CONSEQUENCES OF ACQUIRING, OWNING AND DISPOSING OF INTERESTS. NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE WITH RESPECT TO THE IRS'S OR ANY COURT'S ACCEPTANCE OF THE TREATMENT OF ANY ITEM BY AN INTEREST OWNER.**

This Memorandum is not intended or written to be used, and cannot be used, by any investor for the purpose of avoiding penalties that may be imposed under the Code. This Memorandum is written to support

the promotion or marketing of Interests in the Unity Properties. Each investor should seek advice based on the investor's particular circumstances from an independent tax advisor.

Nature of Interests

Undivided Interest in Real Property

Unity has attempted to structure the Interest such that each Interest Owner will be treated as acquiring an undivided interest in real property (i.e., royalty and undivided non-possessory mineral interests in oil and gas properties) as opposed to interests in a partnership or a security for U.S. federal income tax purposes. The determination of the treatment of the Interests is solely a matter of U.S. federal tax law, and the state law classification and treatment of the Interests is not determinative. However, no ruling will be obtained from the IRS that Interests will be treated as an undivided interest in real property as opposed to a partnership or a security for U.S. federal income tax purposes. As such, there can be no assurance that the IRS will treat Interests as an undivided interest in real property for U.S. federal income tax purposes.

Potential Significant Tax Consequences If Interests Is Deemed To Be Interests in a Partnership or a Security

If the relationship among Interest Owners in the Interests is treated as a partnership or the Interests are treated as securities, the Interests will not qualify as real property for purposes of Section 1031 of the Code. In addition, certain tax aspects of investing in Interests may be different. These potential changes include, but are not limited to, (i) the calculation of depletion, (ii) whether certain elections would have to be made by the "deemed partnership" or the individual Interest Owners, and (iii) the characterization of Interests upon a subsequent sale. The treatment of Interests as interests in a partnership or a security could have adverse tax consequences to the Interest Owner in addition to the treatment of the Interest Owner under Section 1031.

Tax Consequences of Royalty Income

Royalty income an Interest Owner receives from its Interest, if any, should be taxable to the owner as ordinary income at the time that it accrues or is received in accordance with the Interest Owners normal method of accounting for tax purposes.

Section 1031 Nonrecognition Treatment

In General

Section 1031(a)(1) of the Code provides that no gain or loss is recognized by a taxpayer on the exchange of property held for productive use in a trade or business or for investment if such property is exchanged solely for property of a like kind that is to be held either for productive use in a trade or business or for investment. In relevant part, exchanges of securities, evidences of indebtedness and interests in a partnership are excluded from Section 1031 nonrecognition treatment.

Interests in a partnership that has in effect a valid Section 761(a) election to be excluded from the application of Subchapter K of the Code (a "***Section 761(a) Election***"), however, are not disqualified from Section 1031 nonrecognition treatment. Specifically, Section 1031(a)(2) provides that for purposes of determining whether an exchange qualifies as a Section 1031 Exchange, interests in a partnership which has in effect a 761(a) Election are treated as interests in each of the assets of such partnership. As such, a person who transfers interests in a partnership that only holds real property and has in effect a Section 761(a) Election is treated, for purposes of Section 1031 of the Code, as transferring its proportionate share of the real property held by the partnership.

Requirements of a Section 761(a) Election

Interest Owners who participate in the joint production, extraction or use of property may elect out of Subchapter K if such participants (i) own the property as co-owners, either in fee or under lease or other form of contract granting exclusive operating rights, (ii) reserve the right separately to take in kind or dispose of their shares of any property produced, extracted, or used, and (iii) do not jointly sell services or the property produced or extracted, although each separate participant may delegate authority to sell his share of the property produced or extracted for the time being for his account, but not for a period of time in excess of the minimum needs of the industry, and in no event for more than one year (the "***Section 761(a) Requirements***").

The Section 761(a) Election is made by filing an election with the IRS. Alternatively, an election will be deemed to be made if there is an intent to make the election in the venture's governing agreement. The Treasury Regulations provide that either one of the following will indicate the requisite intent: (a) at the time the venture is formed, there is an agreement among the participants that the organization be excluded from Subchapter K beginning with the first taxable year of the venture, or (b) the participants of the venture owning substantially all of the capital interest report their respective shares of the items of income, deductions and credits of the venture on their respective returns (making such elections as to individual items as may be appropriate) in a manner consistent with the exclusion of the venture from Subchapter K, beginning with the first taxable year of the venture.

The Management Agreement as well as the Participation Agreement will include the provision set forth in (a) above and will require the Interest Owners to comply with (b). Consequently, the Interest Owners should satisfy the Section 761(a) Requirements and be deemed to have made an election to be excluded from Subchapter K of the Code.

Moreover, a Section 761(a) Election should not be necessary for joint owners of royalty and undivided non-possessory mineral interests. In order for an undertaking to constitute a partnership for tax purposes, the undertaking generally must constitute the carrying on of a trade or business or similar venture and the division of profits therefrom. Mere co-ownership of property is generally not sufficient to give rise to a partnership for tax purposes. A royalty interest is a non-operating mineral interest that entitles its holder to a gross share of production. Because royalty interest owners are entitled to the gross proceeds from production and, as non-operating interest holders, should not be considered to be carrying on a venture with other co-owners, a tax partnership should not be deemed to exist between co-owners of royalty interests.

Treatment of Interest as a "Security"

As mentioned above, Section 1031 of the Code expressly excludes "securities" from property that may qualify for nonrecognition treatment. Thus, if the IRS were to classify Interests as a "security" for U.S. federal income tax purposes, the Interest would not qualify as replacement property for a Section 1031 Exchange.

The term "security" is not defined in Code Section 1031 or the Treasury Regulations promulgated thereunder. Such term is, however, defined in other sections of the Code including Sections 165(g), 1083(f) and 1236(c). Although these sections define the term "securities" in a narrow manner, it is not clear whether the definitions in these Code sections apply for purposes of Section 1031 of the Code or if a broader view should be taken. In General Counsel Memorandum 35242, the IRS indicated (after discussing the definition of "securities" in Sections 165(g)(2), 1083(f) and 1236) that they "believe it persuasive that Congress has consistently defined the term 'securities' in a limited sense." The IRS concluded that they did not believe whisky warehouse receipts were "securities" for purposes of Section 1031 of the Code, even though the SEC believed they were securities under securities law. Furthermore, in Plow Realty Co. of Texas, 4 T.C. 600 (1945), mineral deeds were determined not to be securities under the predecessor to Section 543 of the Code even though they were securities under applicable securities law. Moreover, in Revenue Ruling 55-749, the IRS concluded that applicable state law should govern whether water rights were real property for purposes of Section 1031 of the Code. Consequently, Interests should not be considered a security for purposes of Section 1031 of the Code even though Interests may be a "security" under applicable federal and state securities laws.

Identification of replacement properties

The Treasury Regulations permit so-called "deferred exchanges" to qualify for nonrecognition treatment under Section 1031 of the Code, provided that certain requirements, including replacement property identification and closing requirements, are met. A deferred exchange occurs when a taxpayer sells one property held for investment or for use in a trade or business and subsequently acquires a replacement property that is also held for investment or for use in a trade or business. In the case of a deferred exchange, the Treasury Regulations require the replacement property to be identified within 45 days after the taxpayer sells the relinquished property. The Treasury Regulations permit taxpayers to identify alternative and multiple replacement properties. Specifically, Taxpayers are permitted to identify up to three properties without regard to the fair market value of the properties (the "three property rule") or multiple properties (which can be more than three) with a total fair market value not in excess of 200% of the value of the relinquished property (the "200% rule"); a taxpayer may also identify any number of properties if it acquires at least 95% of all of the identified properties (the "95% rule"). In general, the identification requirement can also be satisfied if replacement property is actually acquired by the last day of the identification period.

The three-property rule is not applicable to an acquisition of an Interest. See Treas. Reg. § 1.1031(k)-1(c)(4). Therefore, prospective investors will have to either acquire an Interest within 45 days of their relinquished property sale or rely on either the 200% rule or the 95% rule in identifying replacement property.

Taxpayers must take care in applying the 200% rule. If the fair market value of an investor's Interest combined with the fair market value of alternative or other replacement property identified by the investor exceeds 200% of the fair market value of the investor's relinquished property, the investor will not be treated as having identified any replacement property (other than replacement property actually acquired within 45 days of the sale of the relinquished property). For purposes of the 200% rule, fair market value means fair market value of the property without regard to any liabilities secured by the property. Moreover, because fair market value is a question of fact, there can be no assurance that, in the event of an audit, the IRS would not assert that alternative properties identified by the investor had a fair market value greater than the investor attributed to them and resulted in a violation of the 200% rule.

The identification rules of Code Section 1031 are strictly construed. A prospective Interest Owner's exchange will not qualify for deferral of gain under Code Section 1031 if too many properties (whether in quantity or value) are identified or if the deadlines for identification are not met. Prospective Interest Owners should seek the advice of their own tax advisors prior to subscribing for the Interests or identifying the Unity Properties. Prospective Interest Owners should also seek the advice of their own tax advisors as to the proper manner and procedures for identifying the Interests and the Unity Properties.

Use of Section 1031 exchange funds to pay Property Acquisition Costs could result in taxable "boot" to the extent of such expenses.

You should be aware that the IRS may take the position that use of Section 1031 exchange funds to pay certain costs such as, for example, expenses of the Offering, closing costs, and financing costs could result in taxable "boot" to the extent of such expenses. A portion of the proceeds from the Offering will be used to pay each Interest Owner's pro-rata share of the Property Acquisition Costs. *See* "Estimated Use Of Proceeds." You may elect to pay such costs with your own funds outside of your proposed Section 1031 exchange funds. If you do not do this, then in the event any portion of the Property Acquisition Costs is determined to be taxable "boot," you will have current income for any such "boot" up to the amount of gain on the exchange of real property. No advice is being provided with respect to the amount of "boot" in the transaction, if any, and the tax treatment of such items. Therefore, each prospective Interest Owner is urged to consult with its own tax advisor regarding the tax treatment of the Property Acquisition Costs.

A delayed closing, an inability to close on the purchase of the Interest or a rejection of a subscription could adversely affect the ability of a prospective Purchaser to qualify for Code Section 1031 exchange treatment.

Prospective Interest Owners who are completing Section 1031 Exchanges should be aware that closing on their replacement property must occur on or before "the earlier of (i) the day which is 180 days after the date on which the taxpayer transfers the property relinquished in the exchange, or (ii) the due date (including extensions) for the transferor's return for the taxable year in which the transfer of the relinquished property occurs." No extensions will be granted or other relief afforded to taxpayers who do not satisfy this requirement. Therefore, a delayed closing on an Interest or a rejected subscription could adversely affect the qualification of an exchange under Section 1031 of the Code. Each prospective Interest Owner that is contemplating a Section 1031 Exchange is urged to consult its own tax advisor regarding the closing requirements for a tax-deferred like-kind exchange.

Other Requirements of Code Section 1031

In addition to the requirements discussed above, the Code and Treasury Regulations contain other requirements that must be satisfied for an exchange to qualify for nonrecognition treatment under Section 1031 of the Code. Each prospective Interest Owner should determine with his own tax advisor whether an exchange pursuant to the Offering qualifies as a Section 1031 Exchange.

Depletion Deductions

The owner of an economic interest in an oil and gas property is entitled to claim the greater of percentage depletion or cost depletion with respect to oil and gas properties that qualify for such depletion methods. Percentage depletion is generally available only with respect to the domestic oil and gas production of certain "independent

producers." In order to qualify as an independent producer, the taxpayer, either directly or through certain related parties, may not be involved in the refining of more than 75,000 barrels of oil (or equivalent of gas) on any day during the taxable year or in the retail marketing of oil and gas products exceeding $5 million per year in the aggregate. For properties placed in service after 1986, depletion deductions, to the extent they reduce basis in an oil and gas property, are subject to recapture under Section 1254 of the Code.

Cost depletion for any year is determined by dividing the adjusted basis of the property by the number of units of minerals remaining as of the taxable year to ascertain the unit cost amount and subsequently multiplying the unit cost amount by the number of units sold during the taxable year. In no event can the cost depletion exceed the adjusted basis of the property to which it relates.

Percentage depletion is a statutory allowance pursuant to which a deduction is allowed in any taxable year, not to exceed 100% of the taxpayer's taxable income from the property (computed without the allowance for depletion) with the aggregate deduction limited to 65% of the taxpayer's taxable income for the year (computed without regard to percentage depletion, as well as net operating and capital loss carrybacks). The current percentage depletion rate is 15%. A percentage depletion deduction that is disallowed in a year due to the 65% of taxable income limitation may be carried forward and allowed as a deduction for the following year, subject to the 65% limitation in that subsequent year. Percentage depletion deductions reduce the taxpayer's adjusted basis in the property. However, unlike cost depletion, deductions under percentage depletion are not limited to the adjusted basis of the property; the percentage depletion amount continues to be allowable as a deduction after the adjusted basis has been reduced to zero.

Except for certain natural gas production, percentage depletion is generally available only with respect to a limited amount of domestic crude oil or domestic natural gas production of each taxpayer, under the so-called "independent producer exemption." The first one thousand (1,000) barrels per day of a taxpayer's domestic oil production or the first six million (6,000,000) cubic feet per day of a taxpayer's domestic gas production may qualify for the percentage depletion allowance under the "independent producer exemption."

There is a proposal currently pending before Congress that would eliminate the option for independent producers to claim percentage depletion for the production of oil and gas. It is uncertain whether this proposal will be enacted into law. Therefore, prospective Interest Owners should consult their own tax advisors regarding the impact that a repeal of the percentage depletion allowance could have on their decision to acquire an Interest.

An Interest Owner will determine the availability of depletion, whether cost or percentage, separately from other Interest Owners. Additionally, an Interest Owner must separately keep records of his share of the adjusted basis of his Interest, adjust his share of the adjusted basis for any depletion taken and use such adjusted basis each year in the computation of his cost depletion or in the computation of his gain or loss on the disposition of his Interest. We will provide Interest Owners sufficient information to compute its depletion allowance, if any, each year.

Payments to Unity and its Affiliates; Other Expenses

Management Fees

Unity will receive a management fee described in the Management Agreement. In addition, the Interest Owners may incur certain expenses as a result of owning Interests. The management fee paid by an Interest Owner should be deductible as an ordinary and necessary business expense to the extent the fee represents an ordinary and necessary expense and does not exceed the reasonable value of the services for which its is paid. Because the determination of whether the management fee qualifies as an ordinary and necessary business expense is inherently factual, there is no assurance that this determination will not be challenged by the IRS or upheld if so challenged. If the management fee is not currently deductible, it should be a capital expenditure related to an Interest Owner's Interest.

Other Expenses

The availability, timing and amount of deductions from other expenses incurred by an Interest Owner in connection with its Interest will depend on general legal principles and various determinations that are subject to potential controversy on factual and other grounds. Because the treatment of expenses is highly factual, each

prospective Interest Owner is urged to consult his or her tax advisor regarding the deductibility of expenses incurred in connection with acquiring and holdings Interests.

Limitation on Losses and Credits from Passive Activities

Losses from passive trade or business activities generally may not be used to offset "portfolio income" (i.e., interest, dividends and royalties) or salary or other active business income. Deductions from passive activities generally may be used to offset income from passive activities. Credits from passive activities generally are limited to the tax attributable to the income from passive activities. Passive activities include (i) trade or business activities in which the taxpayer does not materially participate, and (ii) rental activities. Losses (or credits that exceed the regular tax allocable to passive activities) from passive activities that exceed passive activity income are disallowed and can be carried forward and treated as deductions and credits from passive activities in subsequent taxable years. Disallowed losses from an activity are allowed in full when the taxpayer disposes of his entire interest in the activity in a taxable transaction, except for certain dispositions to related parties.

Interests are intended to be undivided royalty and non-possessory mineral interests in oil and gas properties for U.S. federal income tax purposes. The income from the Interests, if any, should be royalty income, which is considered to be "portfolio income" for purposes of the passive activity loss rules. As a result, Interest Owners should not be able to offset their income from the Interests with deductions, losses and credits from other passive activities in which they may be participating, if any.

Tax Consequences of Selling Interests

Except for amounts that are required to be recaptured as discussed below, gain or loss you realize on the sale or exchange of Interests generally will be treated as capital gain or loss, provided that you are not deemed a "dealer." As a general rule, the holding of a royalty or undivided non-possessory mineral interest for investment is not the type of activity that would cause an individual (or entity) to be considered a "dealer" in real property. The question of "dealer" status depends on the facts and circumstances and will be determined at the time you sell your Interest. If you are deemed a "dealer" and the Interest is not considered a capital asset or a Section 1231 asset (i.e., real property that is used in a trade or business), any gain or loss on the sale or other disposition of the Interest would be treated as ordinary income or loss. If you are not a dealer and the interest is considered a capital asset or a Section 1231 asset and your holding period for the Interest sold or exchanged is more than one year, the portion of any gain realized that is capital gain will be treated as long-term capital gain.

If an Interest Owner sells or disposes of its Interest at a gain, a portion of the gain may be recaptured as ordinary income. The amount of gain subject to recapture is equal to the lesser of (1) the amount by which depletion deductions reduced the adjusted tax basis of the Interest, or (2) the gain realized on the disposition of Interest. This recapture amount will be treated as ordinary income even if the Interest Owner is not a dealer.

A prospective Interest Owner who acquires Interests may be able to defer recognition of some of the gain realized on a subsequent disposition of the Interest if he or she receives other real property in a transaction that meets the requirements of Section 1031 of the Code. The Interest Owner will, however, be required to recognize ordinary income on a subsequent Section 1031 exchange equal to the lesser of: (1) the recapture amount described in the preceding paragraph, or (2) the sum of (a) the gain recognized on the exchange, and (b) the fair market value of property received in the exchange which does not constitute "natural resource recapture property" but which would otherwise qualify for nonrecognition treatment under Section 1031 of the Code. The term "natural resource recapture property" generally includes property that is subject to recapture under Section 1254 of the Code.

In determining the amount realized on the sale or exchange of Interests, you must include, among other things, your share of assumed indebtedness on the Interest, if any. Therefore, it is possible that the gain realized on the sale of Interests may exceed the cash proceeds of the sale, and, in some cases, the income taxes payable with respect to the gain realized on the sale may exceed such cash proceeds. If assets sold or involuntarily converted constitute Section 1231 assets, you would combine your gain or loss attributable to the Interest with any other Section 1231 gains or losses you realize in that year, and the resulting net Section 1231 gains or losses would be taxed as capital gains or constitute ordinary losses, as the case may be. This treatment may be altered depending on your disposition of Section 1231 property over several years. In general, net Section 1231 gains are recaptured as ordinary income to the extent of net Section 1231 losses in the five preceding taxable years.

Additional Tax on Net Investment Income

Beginning in 2013, individuals, estates and trusts will be subject to a new 3.8% federal tax on their so-called "net investment income" if their modified adjusted gross income exceeds certain threshold amounts. For married individuals filling jointly the threshold amount is $250,000, and for married individuals filing separately the threshold amount is $125,000. For all others, the threshold amount is $200,000. The 3.8% tax is imposed on the lesser of (i) the taxpayer's net investment income or (ii) the portion of the taxpayer's modified adjusted gross income that exceeds the applicable threshold amount. Modified adjusted gross income is generally defined as a taxpayer's adjusted gross income increased by certain foreign earned income, which is generally otherwise not subject to taxation. Net investment income is defined to include: (i) interest, dividends, annuities, royalties and rents, excluding such items of income that are derived in the active conduct of a trade or business that is not a passive activity; (ii) gross income that is derived from a passive activity; and (iii) net gain from the disposition of property, excluding property that is held in a trade or business that is not a passive activity. The new 3.8% tax does not, however, apply to any income that is subject to the self employment tax, as discussed below.

Tax on Self-Employment Income

Individuals are required to pay a tax on their income from self-employment, that is, from carrying on a trade or business as a sole proprietor or as a partner. The tax is designed to afford Social Security coverage to self-employed individuals. The tax is levied as part of the estimated tax liability of self-employed persons. The self-employment tax is imposed on "self-employment income," which is based on "net earnings from self-employment".

The mere ownership of a Royalty Interest does not constitute a trade or business for tax purposes. However, the income from a Royalty Interest can be considered to be income from a trade or business carried on by a taxpayer depending on the taxpayer's other activities. Therefore, each prospective Interest Owner is urged to consult his or her tax advisor regarding his or her liability for self-employment tax.

Other Considerations

At-Risk Rules

If an Interest Owner is an individual or closely held corporation, such Interest Owner will be unable to deduct his or its share of loss derived from Interests, if any, to the extent such loss exceeds the amount "at risk." An Interest Owner's initial amount at risk generally equals the sum of (1) the amount of cash consideration paid for the Interest, which was not obtained from borrowing, and (2) the amount, if any, of recourse financing obtained by the Interest Owner to acquire his Interest provided certain conditions are satisfied. Thereafter, an Interest Owner's amount at risk will be reduced by the amount of any cash flow to him and the amount of his loss, and will be increased by the amount of his income. Loss not allowed under the "at-risk" provisions may be carried forward to subsequent taxable years and used when the amount at risk increases.

Net Income and Loss of an Interest Owner

Each Interest Owner will be required to determine his own net income or loss from his Interest for U.S. federal income tax purposes. Each Interest Owner will also be require to keep separate records of his income or loss and to report his income or loss on his own federal income tax return.

Method of Accounting and Tax Elections

Each Interest Owner generally will be required to make any applicable tax elections separately and report his income under its applicable method of accounting.

Alternative Minimum Tax

Taxpayers may be subject to the alternative minimum tax in addition to the regular income tax. For individuals, the alternative minimum tax rate is 26% or 28%, depending on the amount of your alternative minimum taxable income above an exemption amount. Alternative minimum taxable income is your taxable income increased by certain tax preference items and increased or decreased by certain tax adjustments As a result, the application of the alternative minimum tax depends on each individual's own particular facts and circumstances. For information

about tax preferences and the alternative minimum tax, a prospective Interest Owner should consult his own tax advisor.

Activities Not Engaged in for Profit

Under Section 183 of the Code, certain losses from activities not engaged in for profit are not allowed as deductions from income. The determination of whether an activity is engaged in for profit is based on all the facts and circumstances, and no one factor is determinative. Section 183 of the Code has a presumption that an activity is engaged in for profit if income exceeds deductions in at least three out of five consecutive years. Although we believe that it is reasonable for a prospective Interest Owner to conclude that he can realize a profit from Interests, we can not provide any assurances that an Interest Owner will be found to be engaged in an activity for profit since the applicable test is based on the facts and circumstances existing from time to time.

Accuracy-Related Penalties

All U.S. federal tax penalties relating to the accuracy of tax returns are consolidated into a single accuracy-related penalty equal to 20% of the portion of the underpayment to which the penalty applies. The penalty applies to any portion of any understatement that is attributable to: (i) negligence or disregard of rules or regulations; (ii) any substantial understatement of U.S. federal income tax; or (iii) any substantial valuation misstatement. Negligence is generally any failure to make a reasonable attempt to comply with the provisions of the Code and the term "disregard" includes careless, reckless, or intentional disregard of rules or regulations.

A substantial understatement of U.S. federal income tax generally occurs if the amount of the understatement for the taxable year exceeds the greater of: (i) 10% of the tax required to be shown on the return for the taxable year, or (ii) $5,000 ($10,000 in the case of certain corporations). A substantial valuation misstatement occurs if the value of any property (or the adjusted basis) is 150% or more of the amount determined to be the correct valuation or adjusted basis. The penalty doubles if the property's valuation is misstated by 200% or more. No penalty will be imposed unless the underpayment attributable to the substantial valuation misstatement exceeds $5,000 ($10,000 in the case of a certain corporations). Except with respect to "tax shelters," an accuracy-related penalty will not be imposed on an underpayment if (i) there is or was substantial authority for the taxpayer's treatment of an item or (ii) the tax treatment is adequately disclosed on the taxpayer's return and there is a reasonable basis for the taxpayer's treatment of the item.

Penalty for Transactions that Lack Economic Substance

Effective for transactions entered into after March 30, 2010, federal law imposes a strict liability penalty on the portion of an underpayment of federal tax that results by reason of a transaction being found to lack economic substance. The penalty is 20% for transactions that are adequately disclosed by taxpayers on their returns (or a statement attached to their returns), and 40% for undisclosed transactions. Whether the so-called economic substance doctrine applies to a transaction is based on all of the facts and circumstances associated with the transaction and various common law doctrines that have been developed by various courts over the years. If the doctrine applies, a transaction will be treated as having economic substance only if (i) the transaction changes, in a meaningful way (apart from the federal income tax effects), the taxpayer's economic position, and (ii) the taxpayer had a substantial purpose (apart from the federal income tax effects) for entering into the transaction.

Because Interest Owners will acquire their interests for cash, we do not believe that the acquisition and ownership of an Interest, by itself, will be deemed to lack economic substance. There can be no assurance, however, that the IRS will agree with our expectation. Moreover, depending on an Interest Owner's own circumstances, the IRS could assert that the Interest Owner's acquisition or ownership of an Interest, when coupled with its other activities, lacks economic substance and, therefore, may be subject to the strict liability penalty. Accordingly, prospective Interest Owners are urged to consult with their own tax advisors regarding the applicability of the economic substance doctrine and the 20% (or 40%) strict liability penalty.

Tax Shelter Disclosure and Interest Owner Lists

The Code requires certain so-called "reportable transactions" to be disclosed to the IRS by both the participants and material advisors to the transactions. In addition, material advisors to reportable transactions must maintain certain information about the transactions including the names and identifying information of the transaction participants. Reportable transactions are defined by the Treasury Regulations to include certain

transactions that have been specifically identified by the IRS and other transactions with certain traits that the IRS believes have the potential for tax abuse. We have concluded that the sale of Interests and this Offering should not constitute reportable transactions. Thus, we will not report the sales as reportable transactions to the IRS nor will we specifically maintain the information required to be maintained by material advisors. There can be no assurances that the IRS will agree with our determination. Therefore, each potential Interest Owner is urged to consult with his or her tax advisor as to the applicability of the reportable transaction rules to his or her purchase of Interests.

State and Local Taxes

A prospective Interest Owner should consider the state tax consequences of acquiring, owning and disposing of Interests. Although some states have adopted Section 1031 of the Code in whole, other states have only adopted it in part and/or impose their own requirements to qualify for nonrecognition. Each Interest Owner should consult his tax advisor as to the various state and local tax consequences relating to acquiring, owning and disposing of Interests.

Unrelated Business Income Tax for IRAs

Although IRAs and other tax exempt entities are generally exempt from U.S. federal income taxation, they are nevertheless subject to the unrelated business income tax to the extent that their UBTI exceeds $1,000 during any tax year. The term UBTI means the gross income derived by a tax exempt entity from any unrelated trade or business regularly carried on by it, less certain deductions that are directly connected with the carrying on of such trade or business, both subject to certain modifications.

A tax exempt entity's gross income is includible in the computation of its UBTI if: (1) the income is derived from a trade or business; (2) such trade or business is regularly carried on by the entity; and (3) the conduct of such trade or business is not substantially related (other than through the production of funds) to the entity's performance of its exempt functions.

Provided that an IRA or tax exempt entity is not in a trade or business that involves dealing with royalties, income from mineral royalties generally does not constitute UBTI regardless of whether the royalties are based on production or gross or taxable income from the underlying mineral property. However, if a royalty interest is subject to acquisition debt, all or a portion of the royalty income likely will be considered UBTI. Generally speaking, acquisition debt is any debt that is incurred (or is deemed to be incurred): (i) to acquire or improve the property; (ii) before the acquisition of the property if such debt would not have been incurred but for the acquisition or improvement of the property; and (iii) after the acquisition or improvement of the property and the debt would not have been incurred but for such acquisition or improvement and the incurrence of the debt was reasonably foreseeable at the time of the acquisition or improvement.

Although the income from the Interests is intended to qualify for the general exclusion from UBTI for mineral royalties, the determination of whether such income is includable in an entity's UBTI depends on its own circumstances. If an IRA's income from an Interest is included in the calculation of its UBTI, the IRA will be liable to pay the unrelated business income tax on such income. In addition, it is possible that the income could be subject to tax a second time when it is distributed from the IRA to the IRA owner. Therefore, potential IRA investors are urged to consult their own tax advisors regarding the advisability and the tax effects of acquiring an Interest in the Unity Properties.

Possible Changes in Federal Tax Laws

The statutes and regulations with respect to all of the foregoing tax matters are subject to continual change by Congress and the Department of Treasury. Similarly, interpretations of these statutes and regulations may be modified or affected by judicial decision, the IRS or the Department of Treasury. Any such change may have an effect on the discussion set forth above.

Recently there have been specific legislative proposals concerning the tax treatment of exploring for and producing oil and gas, and some of those proposals reduce or eliminate some of the tax benefits described in this prospectus. For example, as part of its budget proposal for the 2011 fiscal year, the current administration has proposed to repeal a number of the tax benefits currently available for the exploration for and production of oil and gas including the availability of percentage depletion for independent producers. The changes are proposed to take effect in 2011 and, if enacted, could have an adverse impact on the U.S. oil and gas industry. The same changes

were proposed by the current administration as part of its budget proposal for the 2010 fiscal year. Those proposals, however, were not enacted by Congress as part of the 2010 U.S. federal budget. At this time it is not possible to predict whether any legislative proposals, including the administration's budget proposals, will become law.

The IRS has proposed and is still considering changes in regulations and procedures, and numerous private interest groups have lobbied for regulatory and legislative changes in federal income taxation. Many of such proposals might, if adopted, have the overall effect of reducing the tax benefits presently associated with the ownership of mineral and royalty interests.

It is likely that further proposals will be forthcoming or that previous proposals will be revived in some form in the future. It is impossible to predict with any degree of certainty what past proposals may be revived or what new proposals may be forthcoming, the likelihood of adoption of any such proposals, the likely effect of any such proposals upon the income tax treatment presently associated with oil and gas investments, or the effective date of any legislation which may derive from any such past or future proposals. Therefore, each potential Interest Owner is urged to consult with its own tax advisor regarding the effect that a change in tax law could have on his or her decision to acquire an Interest.

SOME OF THE ISSUES DISCUSSED IN THIS MEMORANDUM HAVE NOT BEEN DEFINITIVELY RESOLVED BY STATUTE, REGULATION, RULING OR JUDICIAL OPINION. ACCORDINGLY, NO ASSURANCES CAN BE GIVEN THAT THE CONCLUSIONS EXPRESSED HEREIN WILL BE ACCEPTED BY THE IRS, OR, IF CONTESTED, WOULD BE SUSTAINED BY A COURT, OR THAT FUTURE LEGISLATIVE CHANGES OR ADMINISTRATIVE PRONOUNCEMENTS OR COURT DECISIONS MAY NOT SIGNIFICANTLY ALTER OR MODIFY THE CONCLUSIONS EXPRESSED HEREIN. YOU SHOULD CONSULT YOUR TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF ACQUIRING, OWNING AND DISPOSING OF INTERESTS.

SUMMARY OF MANAGEMENT AGREEMENT

Each Interest Owner may enter into a Management Agreement with Unity in which the Interest Owner will appoint Unity as (i) its agent and attorney in fact for the purpose of transferring the beneficial ownership of royalty interests and/or working interests that we own to such Interest Owner, and (ii) manager of any Interests acquired. Our respective rights and obligations regarding the management of your Interests and the compensation to be paid to us will be governed by the Management Agreement. The following is a summary of material provisions of the Management Agreement. It is qualified in its entirety by reference to the full text of the agreement, which will be substantially in the form of Exhibit D.

Term

The Management Agreement shall continue until it is terminated. The agreement may be terminated (i) at any time by mutual written agreement between us and the Interest Owner, (ii) by the Interest Owner, with or without cause, by giving us written notice at least 60 days prior to the termination date specified in the notice, and (iii) by us, with or without cause, by giving the Interest Owner written notice at least 30 days prior to the termination date specified in the notice.

Termination of the Management Agreement will not affect any right, obligation, or liability that has accrued under the agreement prior to termination. This includes our entitlement to compensation through the date of termination and each party's respective entitlement to indemnification under the agreement.

Our Authority as Manager

Under the Management Agreement, we are expressly authorized to conduct appropriate operations on the oil and gas properties we manage for Interest Owners and remit net revenues to the Interest Owner from the sale of such oil and gas production or royalties resulting from such production. We are also vested with the exclusive right to engage on the Interest Owner's behalf in any and all business activities related or incidental to the acquisition, disposition, ownership and management of the properties. Such incidental activities may include the conduct of geophysical, engineering and other technical studies or research we deem desirable.

We will contract with an unaffiliated third-party, Farmers National Company, to perform financial and accounting services, administrative and office services, among other technical and administrative services relating to any Interests.

Compensation

As compensation for our services as manager, a management fee of 6.25% of the annualized cash flows pro-rated for each month, for the services provided under the Management Agreement, which shall be payable in arrears. We are expressly authorized to deduct the management fee from net revenues on the properties prior to remitting such net revenues to the Interest Owner.

PLAN OF DISTRIBUTION

Distribution

The Interests are being offered for sale through FINRA licensed broker-dealers. The Interests are being offered on a "best efforts, minimum or none" basis, to a select group of prospective Interest Owners who meet the suitability standards set forth under "TERMS OF THE OFFERING – Interest Owner Suitability." We will review each subscription and notify you of whether your subscription has been accepted or rejected. We may, in our sole discretion, refuse to accept any subscription tendered in connection with this Offering. Subscription funds received from prospective Interest Owners whose subscriptions are not accepted by us will be promptly returned to them, without interest. If the Offering is oversubscribed, we will, in our discretion, allot a lesser percentage of Interests than are subscribed by any method that we deem proper.

Broker Dealers will receive a 7% sales commission and a 1% due diligence fee for each whole or fractional unit of Interest they sell. The Broker Dealers are required to use only their best efforts to sell the units offered in the Company. The minimum amount of subscriptions required for us to proceed with this Offering is $114,000, including subscriptions by us or our Affiliates. No sales commissions will be paid on sales of units to subscribers purchasing units through registered investment advisors or, under limited circumstances, through officers of Unity. As a result, subscribers purchasing units through registered investment advisors or officers of Unity will pay $26,220 per unit, net of the 8% commission and due diligence fees.

Indemnification

The Broker Dealers and Unity have agreed to indemnify one another against certain civil liabilities, including liability under the Securities Act.

Qualifications of Prospective Interest Owners

The Interests are being offered and sold in reliance on exemptions from registration under the Securities Act and applicable state securities laws. Accordingly, distribution of this Memorandum has been strictly limited to persons reasonably believed to be accredited investors who satisfy the prospective Interest Owner suitability requirements described under "Who May Invest," and the Interests may only be purchased by prospective Interest Owners who meet those requirements; provided, however, that we may, in our sole discretion, sell the Interests to a limited number of prospective Interest Owners who are not accredited investors, provided that such prospective Interest Owners otherwise satisfy the suitability requirements. This Memorandum is not an offer to sell or a solicitation of an offer to buy with respect to any persons not satisfying those requirements.

Interests will not be sold to and may not be transferred to, and each Interest Owner will be deemed to have represented that it is not and will not transfer Interests to any (i) employee benefit plan within the meaning of section 3(3) of ERISA that is subject to the fiduciary responsibility provisions of Title I of ERISA, including a qualified plan (any pension, profit sharing or stock bonus plan that is qualified under Code Section 401(a)), (ii) person that is directly or indirectly acquiring the Interest on behalf of, as investment manager for, as fiduciary of, as trustee of, or with assets of a plan (including any insurance company using assets in its general or separate account that may constitute assets of a plan), (iii) a charitable remainder trust, or (iv) any other tax-exempt entity other than an IRA.

ACCESS TO INFORMATION

All prospective Interest Owners will be given access to information appropriate to the determination of whether to purchase the Interests.

Prospective Interest Owners may review, at our offices, at any reasonable hour and after reasonable notice, any materials available to us relating to the Offering, us, or any other matters or items discussed in or accompanying this Memorandum. However, we are not obligated to discuss proprietary information.

We will answer all inquiries from prospective Interest Owners concerning the matters contained in this Memorandum, and will afford prospective Interest Owners the opportunity to obtain any additional information (to the extent we possess the information or can acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information in this Memorandum.

EXHIBIT A

List of Unity Properties

LIST OF UNITY PROPERTIES

Parish	S-T-R	Well Serial #	Mineral Acres	Lease Royalty	Royalty Acres	Decimal Interest	Notes
DeSoto	07-11N-10W	240173	8.807	1/5	14.0912	0.002862810	
DeSoto	10-11N-11W		3.338	1/4	6.676	0.001303906	(1)
DeSoto	11-11N-11W	242924	16.341	1/5 - 5.163 nma 1/4 - 11.178 nma	30.6168	0.005979844	(1)
DeSoto	12-11N-11W	240542	9.01	1/5	14.416	0.002815625	(1)
DeSoto	14-11N-11W	243092	4.9465	1/4	9.893	0.001932227	(1) (2)
DeSoto	13-11N-16W		25	1/4	50	0.009765625	(1) (2)
DeSoto	19-12N-13W	240283	3.5539	1/5 1/4	6.6862	0.001305898	(1) (3)
DeSoto	24-12N-14W	239974	2.0711	1/5 1/4	3.3138	0.000647227	(1) (3)
DeSoto	26-13N-14W	239668	4.78	1/4	9.56	0.001842210	
DeSoto	24-13N-15W	238471 242528 241933 242922 242923 178935* 225446* 230357* 233167*	10	1/8	10	0.001953125	
DeSoto	25-13N-15W	239718 241738 155771* 230183*	10	1/8	10	0.001624971	
DeSoto	26-13N-15W	239816 241090 230945*	10	1/8	10	0.001954346	
Red River	35-14N-09W	240183	6.6667	3/16	10	0.001949940	
Red River	24-14N-10W	241558	15.2	3/16	22.8	0.004453125	(1) (4)
Bienville	12-15N-10W	239520	0	N/A	10	0.001953120	
DeSoto	07-15N-13W	242764 234323*	0	N/A	15	0.002929690	
DeSoto	01-14N-14W	235546*	10	1/6	13.333	0.002604106	(1)
			139.7142		**246.386**		

(1) Decimal Interest is estimated and based on a 640 acre section. Decimal Interests are finalized only after the execution of an operator's division order.

(2) Tract currently unleased. Net Royalty Acres based on a hypothetical 1/4 lease royalty.

(3) There are two tracts covering 19-12N-13W and 24-12N-14W. Tract 1: 5 net mineral acres at 1/4 lease royalty. Tract 2: 3.125 net mineral acres at 1/5 lease royalty.

(4) Deep Rights only - All mineral interest below the base of the Lower Cotton Valley formation

* Shallow well located above the Haynesville formation.

EXHIBIT B

Form of Participation Agreement

of

Unity Resources, LLC

Unity 11-A

Investor Code
(For Internal Use)

FORM OF PARTICIPATION AGREEMENT

OF

UNITY RESOURCES, LLC
UNITY 11-A

INSTRUCTIONS TO INVESTORS

This Participation Agreement relates to the offering (the "Offering") of undivided non-possessory Mineral Interests, Royalty Interests and Overriding Royalty Interests (collectively, the "Interests") in existing as well as potential income-producing oil, gas and/or mineral properties by Unity Resources, LLC, a Texas limited liability company (the "Offeror"), as described in the Amended and Restated Confidential Private Placement Memorandum dated June 8, 2011 (including the exhibits thereto, the "Memorandum"). The offer and sale of Interests is made pursuant to the Memorandum and this Participation Agreement, which is an exhibit to the Memorandum (together with the Investor Questionnaire, the Management Agreement with Power of Attorney (the "Management Agreement") and the Memorandum of Management Agreement with Power of Attorney attached as exhibits to the Memorandum, collectively, the "Participation Documents"). The Memorandum contains additional information regarding the Offering, the Interests and the terms of the Participation Documents. You should carefully read the entire Memorandum before you decide to subscribe. We may, in our sole discretion, reject your participation without liability to you. If you have any questions concerning the Offering or how to complete this Participation Agreement or the related Investor Questionnaire, please contact us.

Purchase Price

- Purchase price per 1% Interest: $28,500 (minimum subscription is $28,500). At our sole discretion, we may permit sales of Interests of less than $28,500.
- The purchase price may be paid in cash, personal check, by wire transfer or by other immediately available funds, including cashier's checks**.**

How to Subscribe

If you wish to purchase Interests, you must take all of the following actions:

1. Carefully read this Participation Agreement, the Investor Questionnaire, the Management Agreement, and the Memorandum of Management Agreement with Power of Attorney.

2. ***Complete, sign and date pages B-3 and B-12.*** Please be aware that by executing the attached signature page you agree to be bound by the Participation Agreement and your subscription is irrevocable.

3. ***Complete, sign and date the Investor Questionnaire, Management Agreement, Memorandum of Management Agreement with Power of Attorney, and the Form W-9***. These documents must be executed separately.

4. ***Return all documents with full payment***. Please return the completed, signed and dated documents identified above, along with payment in the name of "Unity 11-A Escrow Account" or via wire transfer for the full purchase price for the Interests you wish to purchase.

Participation Deadline

We must receive your Participation Documents no later than 11:30 A.M. Central Daylight Time on September 30, 2011 unless the Offering is completed, withdrawn or terminated earlier, or extended in our sole discretion as provided for in the Memorandum.

BROKER-DEALER REPRESENTATIONS AND WARRANTIES

(ALL BROKER-DEALERS MUST COMPLETE THIS SECTION)

Standards of suitability have been established by the Offeror and fully disclosed in the Memorandum under "Who May Invest" and in the Participation Agreement. Before recommending purchase of an Interest, the undersigned has reasonable grounds to believe, on the basis of information supplied by the prospective investor concerning its investment objectives, other investments, financial situation and needs, and other pertinent information that: (a) the prospective investor is an "accredited investor" as defined in Section 501(a) of Regulation D of the Securities Act of 1933, as amended, and meets the purchaser suitability requirements set forth in the Memorandum and the Participation Agreement; (b) the prospective investor has a net worth and income sufficient to sustain the risks inherent in the Interests, including loss of investment and lack of liquidity; (c) there is a "pre-existing relationship" between the prospective investor and the undersigned; (d) the Interests are otherwise a suitable purchase for the prospective investor. The undersigned will provide us with documents disclosing the basis upon which the suitability of this subscriber was determined. The undersigned verifies that the participation of the prospective investor either does not involve a discretionary account or, if so, that the prospective investor's prior written approval was obtained relating to the liquidity and marketability of the Interests during the term of the purchase. The undersigned further verifies that it has not conducted any "general solicitation" or "general advertising" (as those terms are used in Regulation D of the Securities Act of 1933, as amended) in connection with the offer of the Interests to the prospective investor.

Broker-Dealer Firm Name:_____

Registered Representative: _____

Registered Representative's signature (required)_____

Registered Representative's Branch Address, City, State, Zip: _____

_____

_____

Branch Phone #: (_____)_____ Branch Fax #: (_____)_____

Registered Representative's Email Address:_____

Broker-Dealer Website Address/URL:_____

Registered Representative's last four digits of their social security number: _____
(required for access to client on-line account information)

UNITY RESOURCES, LLC

UNITY 11-A

PARTICIPATION AGREEMENT

(MUST BE COMPLETED IN ITS ENTIRETY BY PROSPECTIVE INVESTOR)

Date of Participation: _____

Purchase Price Information

Total Purchase Price: $_____ for _____ Interests ($28,500 per 1% Interest)

Investor Information

_____
Print Full Legal Name

_____
Print Name for Ownership of Record

_____
Residence Address

_____
City State Zip Code

_____
Telephone Number

_____
Facsimile Number

_____
E-mail Address

_____
Social Security Number or Tax ID Number

Preferred Mailing Address if other than Residence Address:

_____
Birthdate

_____
Preferred Mailing Address

_____
City State Zip Code

Signatures

The undersigned acknowledges and understands that by signing below the undersigned (a) agrees to be bound by the applicable terms of the sections of this Participation Agreement, (b) agrees to purchase Interests pursuant to such terms and (c) confirms this subscription is irrevocable.

Investor:

_____
Signature of Investor

_____
Signature of Spouse
(if any, hereby acknowledges and agrees to the subscription of Interests)

_____
Signature of Registered Representative

_____
Printed Name of Broker-Dealer

UNITY RESOURCES, LLC

UNITY 11-A

NOTICE OF ACCEPTANCE OF PARTICIPATION

Unity Resources, LLC hereby executes this Agreement and accepts the foregoing subscription for _____ (Name of Investor) as of _____, 2011 as follows:

Acceptance or Rejection of Participation
☐ Entire purchase price of $_____ is ACCEPTED for _____ Interests in the [Unity Properties ($28,500 per 1% Interest).]
☐ Entire purchase price is REJECTED.

Closing Date
Closing date for your subscription: _____, 2011, to be effective as to ownership of the (i) _____ Interests.
The closing date set forth above may be changed in our sole discretion upon written notice to you.

If necessary, we will separately provide you with (a) a written indication of the total Interests subscribed by you or (b) a check for the purchase price submitted with your rejected subscription.

MANAGER:
UNITY RESOURCES, LLC
A Texas limited liability company

By: _____

Mark Mersman
President

UNITY RESOURCES, LLC

UNITY 11-A

PARTICIPATION AGREEMENT

1.1. Participation. This Participation Agreement relates to the offering (the "Offering") of undivided non-possessory Mineral Interests, Royalty Interests and Overriding Royalty Interests (collectively, the "Interests") in existing, as well as potential income-producing oil, gas and/or mineral properties by Unity Resources, LLC, a Texas limited liability company (the "Offeror"), as described in the Amended and Restated Confidential Private Placement Memorandum dated June 8, 2011 (including the exhibits thereto, the "Memorandum"). The offer and sale of Interests is made pursuant to the Memorandum and this Participation Agreement (together with the Investor Questionnaire, the Management Agreement with Power of Attorney (the "Management Agreement") and the Memorandum of Management Agreement with Power of Attorney, attached as exhibits to the Memorandum which is attached hereto as Schedule A, collectively, the "Participation Documents"). Upon acceptance of this subscription by Offeror in its sole discretion, the investor signing the Participation Documents ("Interest Owner") agrees to purchase Interests pursuant to this Participation Agreement in each of the properties described on Exhibit A to the Memorandum (collectively, the "Unity Properties") for the purchase price (the "Purchase Price") indicated in the Memorandum. The Offeror must receive your Participation Documents no later than 11:30 A.M. Central Daylight Time on September 30, 2011 unless the Offering is completed, withdrawn or terminated earlier, or extended in the Offeror's sole discretion as provided in the Memorandum. Capitalized terms used herein and not defined have the meaning set forth in the Memorandum.

1.2. Acceptance or Rejection; Conveyance.

(a) Within 30 days of Offeror's receipt of the completed, signed and dated Participation Documents, Offeror will verify Interest Owner's investment qualifications and, in Offeror's sole discretion and for any reason, either accept or reject Interest Owner's participation. Offeror shall provide written notice ("Offeror's Notice") to Interest Owner indicating such acceptance or rejection. The Offeror's Notice shall also include (a) if the participation is accepted, (i) a copy of the fully executed signature page and acceptance of subscription page and (ii) a written statement setting forth the total number of Interests and the percentage of Interests purchased in the Unity Properties and (b) if the subscription is rejected, a check for the entire cash portion of the Purchase Price. The accepted Purchase Price will be deposited in a segregated interest bearing account with the Escrow Agent (as defined in the Memorandum) until funds for subscriptions totaling $114,000 have been received by the Escrow Agent, at which time closing will occur with respect to Interests subscribed to at that time. Funds in excess of such amount will also be deposited with the Escrow Agent, but will thereafter be disbursed on a weekly basis to the Offeror to permit weekly closings with respect to further subscriptions for Interests. The date of acceptance by the Offeror of Interest Owner's participation is the closing date for such Interest Owner (the "Closing Date"). Any return of the Purchase Price will be made without interest paid on the funds deposited.

(b) Interest Owner understands that its, or its authorized representative in the case of fiduciary accounts, execution of this Participation Agreement constitutes a binding offer to purchase Interests and an agreement to hold the offer open until the participation is accepted or rejected by the Offeror. If Offeror rejects Interest Owner's participation, Interest Owner will not be deemed to have purchased any Interests.

(c) Offeror will convey Interest Owner's Interest to it by means of a formal conveyance in the form of Exhibit B-1 of the Memorandum (the "Conveyance"). The Conveyance will be recorded by Offeror in those parishes in the states in which the Unity Properties are located so as to put third parties on actual notice of the amount of the ownership of the Interests by the Interest Owner. Each Conveyance filed by the Offeror will reflect a conveyance of Interests by the Offeror to multiple Interest Owners, and through an exhibit attached to the Conveyance, will set forth the specific amount of the Interest owned by each person named in the Conveyance. The cost of the conveyance and assignment of the Interest Owner's Interest in the Unity Properties from Unity Resources, LLC to the Interest Owner is considered a part of the Property Acquisition Costs (as defined in the Memorandum). The costs associated with any subsequent transfer of the Interest Owner's Interest following the initial conveyance and assignment from Unity Resources, LLC to the Interest Owner will be assessed to the Interest Owner by the Offeror in an amount not to exceed the actual costs associated with the conveyance or assignment as well as for actual services provided at the rate of $200 per hour. The costs may vary because the Interest Owner is not bound to engage the Offeror to complete any subsequent transfer of the Interest Owner's Interest.

1.3. Fees, Costs and Expenses. Interest Owner acknowledges that the Purchase Price will include amounts to be applied toward costs, fees and expenses, including but not limited to closing costs, attorneys' fees and document preparation fees (collectively, "Fees, Costs and Expenses"). Interest Owner acknowledges that Offeror makes no representation or warranty whatsoever that the portion of the Purchase Price applicable to Fees, Costs and Expenses shall constitute valid replacement property for purposes of complying with Section 1031 of the Internal Revenue Code of 1986, as amended ("Code"), and Interest Owner has consulted its own advisor regarding the treatment of such portion of the Purchase Price under the Code Section 1031 rules.

1.4. Interest Owner Representations and Warranties.

(a) Interest Owner represents and warrants that it is relying on its own inspections, investigations and analyses of the Unity Properties in entering into this Participation Agreement and is not relying in any way on any representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Offeror or any of its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. **Interest Owner is purchasing Interests on an "as-is," "where-is" basis** as further described in Section 1.7. Interest Owner is a sophisticated and experienced investor and will rely entirely on its own review of the Unity Properties. Interest Owner further acknowledges that Offeror only recently acquired the Unity Properties and Offeror has limited knowledge regarding the condition of the Unity Properties.

(b) As further provided in the Memorandum, Interest Owner represents and warrants to Offeror and its Affiliates that: (i) Interest Owner understands and is aware that there are uncertainties regarding the treatment of the Interests as real property for federal income tax purposes, (ii) Interest Owner fully understands that there is risk that the Interests will not be treated as real property for federal income tax purposes, (iii) Interest Owner has independently obtained advice from its legal counsel and/or accountant regarding any like-kind exchange under Code Section 1031, including, without limitation, whether the acquisition of the Interests pursuant to this Participation Agreement may qualify as part of a like-kind exchange described in Code Section 1031 and Interest Owner is relying on such advice regarding the tax treatment of the Interests and shall not rely on Offeror or its Affiliates, (iv) Interest Owner understands that Offeror has not obtained a private letter ruling from the Internal Revenue Service (the "IRS") that the Interests will be treated as an undivided interest in real property rather than an interest in a partnership, (v) Interest Owner understands that the tax consequences of an investment in the Interests, especially the treatment of the transaction described herein under Code Section 1031 and the related rules, are complex and vary with the facts and circumstances of each individual investor, (vi) Interest Owner understands that, notwithstanding the opinion of counsel issued to Offeror which states that an Interest "should" be considered a real property interest for federal income tax purposes, no assurance can be given that the IRS will agree with this opinion, and (vii) Interest Owner shall, for federal income tax purposes, report the purchase of the Interests by Interest Owner pursuant to this Participation Agreement as a purchase by Interest Owner of a direct ownership interest in the Unity Properties.

(c) Interest Owner acknowledges that it has received, read, reviewed and fully understands the Memorandum. Interest Owner acknowledges that it is basing its decision to invest in the Interests on the Memorandum and its own investigation as set forth in Section 1.4(a). Interest Owner further acknowledges that it has relied only on the information contained in such materials and has not relied upon any other representations or representations made by any other person, whether oral or written.

(d) Interest Owner is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act").

(e) Interest Owner meets the investor suitability standards set forth in the Memorandum and hereby confirms Interest Owner is (i) a citizen or resident of the U.S. (including certain former citizens and former long-term residents), (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) or a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) created or organized in or under the laws of the U.S. or of any political subdivision thereof, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of the source of such income, or (iv) a trust, if (A) the administration of the trust is subject to the primary supervision of a U.S. court and the trust has one or more U.S. persons with authority to control all substantial decisions or (B) the trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

(f) Interest Owner is not (i) an employee benefit plan within the meaning of section 3(3) of The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to the fiduciary responsibility provisions of Title I of ERISA or a plan within the meaning of Code Section 4975(e)(1) that is subject to Code Section 4975, including a qualified plan (any pension, profit sharing or stock bonus plan that is qualified under Code Section 401(a)), other than an individual retirement account or annuity (collectively, an "IRA"), (ii) any person that is directly or indirectly acquiring the Interest on behalf of, as investment manager or, as fiduciary of, as trustee of, or with assets of a plan (including any insurance company using assets in its general or separate account that may constitute assets of a plan, (iii) a charitable remainder trust, (iv) any other tax-exempt entity other than an IRA or (v) a foreign person.

(g) Interest Owner has such knowledge and experience in financial and business matters that Interest Owner is personally capable of evaluating the Unity Properties and the merits and risks of an investment in the Interests and the Unity Properties.

(h) Interest Owner has had the opportunity to ask questions of, and receive answers from, Offeror (and its officers, managers and employees) concerning the Offering, the Interests and the Unity Properties and the terms and conditions of the Offering, and to obtain any additional information deemed necessary to verify the accuracy of the information contained in the Memorandum. Interest Owner has been provided with all materials and information requested by either Interest Owner or others representing Interest Owner, including any information requested to verify any information furnished to Interest Owner. Interest Owner has been provided the right to access due diligence materials concerning the Unity Properties that were obtained by Offeror from Seller. Interest Owner has been afforded the opportunity to retain the services of an independent investment advisor, attorney or accountant to read and review all of the documents furnished or made available by Offeror both to Interest Owner and all other prospective investors and to evaluate the merits and risks of such an investment on Interest Owner's behalf.

(i) **Interest Owner recognizes that an investment in the Interests is highly speculative and involves substantial risks, and Interest Owner is fully cognizant of and understands all of the risks related to the purchase of the Interests, including, but not limited to, those risks set forth in that section of the Memorandum entitled "Risk Factors."**

(j) Interest Owner's overall commitment to investments that are not readily marketable is not disproportionate to its individual net worth, and its investment in the Interests will not cause such overall commitment to become excessive. Interest Owner has adequate means of providing for its financial requirements, both current and anticipated, and has no need for liquidity in this investment. Interest Owner can bear, and is willing to accept, the economic risk of losing its entire investment in the Interests.

(k) All information that Interest Owner has provided to Offeror concerning Interest Owner's suitability to invest in the Interests (including, but not limited to, all the information contained in the Investor Questionnaire, is complete, accurate and true in all respects and is complete, accurate and true as of the date of its signature on the Investor Questionnaire and on this Participation Agreement and shall be complete, accurate and true in all respects on the Closing Date. Interest Owner hereby agrees to notify Offeror immediately of any change in any such information occurring prior to the Closing Date, including any information about changes concerning its net worth and financial position. Within five days after receipt of a written request from Offeror, Interest Owner agrees to provide such additional information and to execute and deliver such documents as may be reasonably necessary to comply with any and all laws and regulations to which Offeror is subject.

(l) Interest Owner is purchasing the Interests for Interest Owner's own account and for investment purposes only and has no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Interests. Interest Owner understands that, due to the restrictions referred to in Section 1.4(m), and the lack of any market existing or to exist for the Interests, Interest Owner's investment in the Interests will be highly illiquid and may have to be held indefinitely. Interest Owner understands that the Offeror does not intend to develop a market for the Interests. No other person or entity has or will have a direct or indirect beneficial interest in the Interests, and the Interest Owner will not sell, hypothecate or otherwise transfer the Interests.

(m) Interest Owner is fully aware that the Interests have not been and will not be registered with the Securities and Exchange Commission and the Interests are being offered and sold in reliance on the exemption from registration promulgated under Rule 506 of Regulation D of the Securities Act, which reliance is based in part upon Interest Owner's representations set forth herein and in the Investor Questionnaire. Interest

Owner understands that the Interests have not been and will not be registered under applicable state securities laws and are being offered and sold in reliance on exemptions specified in such laws, which reliance is based in part upon Interest Owner's representations set forth herein and in the Investor Questionnaire. Unless the Interests are registered, they may not be re-offered for sale or resold except pursuant to an exemption under those laws. Interest Owner further understands that the specific approval of such resales by the state securities administrator may be required in some states. Interest Owner understands that a legend will be placed on any certificate evidencing the Interests with respect to restrictions on distribution, transfer, resale, assignment or subdivision of the Interests imposed by applicable federal and state securities laws in substantially the following form:

> **THE INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. SUCH INTERESTS MAY NOT BE OFFERED, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR DISPOSED OF OR SUBDIVIDED AT ANY TIME WHATSOEVER, EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH STATE SECURITIES LAWS AND ANY RULE OR REGULATION PROMULGATED THEREUNDER PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.**

(n) Interest Owner will not take any action that would bring the Interests within the registration requirements of federal or state securities laws.

(o) Interest Owner acknowledges and understands that its offer to purchase the Interests hereunder is and shall be irrevocable.

(p) Interest Owner acknowledges that the sale of the Interests has not been preceded or accompanied by the publication of any advertisement or by any general solicitation, including any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

(q) Interest Owner's address set forth in Interest Owner's Investor Questionnaire is Interest Owner's true and correct residence (if Interest Owner is an individual) or principal place of business (if Interest Owner is an entity) and Interest Owner has no present intention of becoming a resident of any other state or jurisdiction or moving its principal place of business, as applicable.

(r) Interest Owner acknowledges and understands that none of Offeror or its officers, employees, manager, members, affiliates, legal counsel or advisors or any other person, expressly or by implication (including tax counsel), has guaranteed or warranted that (i) Interest Owner will receive any exact or approximate amount of return or other type of consideration, profit, loss, or distributions as a result of an investment in the Interests, or (ii) the past performance or experience of the Unity Properties or the Offeror or its officers, employees, manager, members and affiliates will in any way indicate or predict the results of investment in the Interests or the overall success of the Unity Properties, and Interest Owner acknowledges and understands that there can be no certainty with respect to such matters.

(s) It has never been represented, guaranteed or warranted to Interest Owner by any person connected with Offeror, expressly or by implication, (i) the approximate or exact length of time required to remain as owner of the Interests, (ii) the percentage of profit and/or amount or type of consideration, profit or loss, including tax write-off, and/or tax benefits that may be realized, if any, as a result of this investment, except as referenced in the document entitled "Unity 11-A 1031- Exchange Eligible Replacement Property," or (iii) that the past performance or experience on the part of Offeror, or any affiliate of Offeror, in any way indicates predictable results of the ownership of the Interests offered herein.

(t) If Interest Owner is a revocable living trust, Interest Owner has previously provided, or shall provide simultaneously with this Participation Agreement, its governing documents to the Offeror.

1.5. Execution of this Participation Agreement. When accepted by Offeror, in whole or in part, this Participation Agreement shall be valid and binding on Interest Owner for all purposes. Interest Owner acknowledges that it has completed, signed, dated and delivered the Participation Documents along with the Purchase Price to:

Unity Resources, LLC
5600 Tennyson Parkway, Suite 115
Plano, Texas 75024
Telephone: (972) 378-0261
Facsimile: (972) 378-0504
Attn: Mark Mersman

1.6. Limitation on Representation. Interest Owner understands that none of Offeror or its officers, employees, manager, members, affiliates, legal counsel (including tax counsel) or advisors represents Interest Owner in any way in connection with the purchase of the Interests and the entering into any of the related agreements associated with the purchase of Interests. Interest Owner also understands that legal counsel to Offeror or its respective Affiliates does not represent and shall not be deemed under the applicable codes of professional responsibility to have represented or to be representing Interest Owner.

1.7. **Waiver. Offeror has not made, and Offeror hereby expressly disclaims and negates and Interest Owner hereby expressly waives any representation or warranty, express, implied, at common law, by statute or otherwise relating to (a) the accuracy of any data or records concerning the quality or quantity of oil, gas or other hydrocarbon reserves, if any, attributable to the Interests, including those received from third parties, (b) the environmental condition underlying Unity Properties, (c) any statutory, express or implied warranty of merchantability, (d) any statutory, express or implied warranty of fitness for a particular purpose, (e) any statutory, express or implied warranty of conformity to models or samples of materials and (f) any and all statutory, express or implied warranties existing under applicable law. It is the express intention of both Offeror and Interest Owner that the undivided interests in and to the Interests being sold hereunder, are hereby sold to Interest Owner in its present condition and "AS IS" and "WHERE IS" and "WITH ALL FAULTS." Offeror and Interest Owner agree that, to the extent required by applicable law to be effective, the disclaimers of certain warranties contained herein are "CONSPICUOUS" disclaimers for the purpose of any applicable law, rule or order.**

1.8. Indemnification. Interest Owner recognizes that the acceptance of its participation by the Offeror pursuant to this Participation Agreement and the other provisions and sections of the Participation Documents will be based upon its representations and warranties set forth herein and in other instruments and documents relating to the participation of Interest Owner in the Offering, including the Investor Questionnaire and the other provisions and sections of the Participation Documents, and Interest Owner hereby agrees to indemnify and defend Offeror and to hold such Offeror and each officer, director, employee, manager, member, affiliate, legal counsel and/or advisor thereof (the "Indemnified Parties") harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, to which the Indemnified Parties may be put or which the Indemnified Parties may incur by reason of, or in connection with, any untruth or inaccuracy made by Interest Owner in this Participation Agreement, the other provisions and sections of the Participation Documents or elsewhere, any breach by Interest Owner of its representations and warranties set forth herein, in any other section of the Participation Documents or elsewhere and/or failure by Interest Owner to fulfill any of its covenants or agreements set forth herein, in any other section of the Participation Documents or elsewhere. This indemnification includes, but is not limited to, any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) incurred by the Indemnified Parties defending against any alleged violation of federal or state securities laws, which is based upon or related to any untruth or inaccuracy of any of the representations, warranties or agreements contained herein, in any other section of the Participation Documents or in any other documents Interest Owner has furnished to any of the foregoing in connection with the Offering, and against any failure of the transaction to satisfy any Code Section 1031 requirements in connection with Interest Owner's exchange.

1.9. Nature of Relationship Between Investors. Interest Owner does not wish, nor intend, to create a partnership or joint venture with the Offeror, other investors in the Interests or other owners of interests in the Unity Properties. Interest Owner hereby elects to be excluded from the provisions of Subchapter K of Chapter 1 of the Code with respect to Interests. This exclusion elected by Interest Owner shall commence with the execution of this Participation Agreement. Interest Owner hereby covenants and agrees that he shall report on his federal and state income tax returns his share of items of income, deduction and credits which result from holding the Interests in a manner consistent with exclusion of his Interests in the Unity Properties from Subchapter K of Chapter 1 of the Code. Interest Owner shall not notify the Commissioner of Internal Revenue that he desires that Subchapter K of the Code apply to his interests in the Unity Properties. Interest Owner further agrees to indemnify, protect, defend and hold the other owners of interests in the Unity Properties free and harmless from all costs, liabilities, tax consequences and expenses, including, without limitation, attorneys' fees, which may result from such Interest Owner so notifying the Commissioner in violation of this Participation Agreement or otherwise taking a contrary

position on any tax return. Except as expressly provided herein, Interest Owner is not authorized to act as agent for, to act on behalf of, or to do any act that will bind any other owners of Interests in the Unity Properties, or to incur any obligations with respect to the Interests.

1.10. Request to Effect a Code Section 1031 Exchange. In the event Interest Owner so requests, Offeror agrees to accommodate Interest Owner in completing an exchange under Code Section 103l. Interest Owner shall have the right to request such an exchange at any time prior to the Closing Date. If Interest Owner makes such a request, Offeror agrees to execute revised or additional documents, agreements, or instruments to complete the exchange, provided that Offeror shall incur no additional costs, expenses, fees or liabilities, nor shall the closing be delayed as a result of the exchange. Interest Owner may assign its rights and obligations under this Participation Agreement to a third-party accommodator in order to complete such exchange and thereafter such accommodator will perform Interest Owner's obligations under this Participation Agreement.

1.11. Confidentiality. Interest Owner acknowledges and understands that, upon receipt of the Memorandum and related agreements associated with the purchase of Interests, it shall come into possession of confidential information relating to Offeror, its Affiliates and the Interests ("Confidential Information") including, but not limited to, specific information that relates to the identity of, and general financial information relating to, the business of ownership of the Interests and the underlying Unity Properties and the business of Offeror and its Affiliates. Interest Owner agrees that he will not disclose or otherwise reveal any Confidential Information except as required by law; provided, however, that Interest Owner obtains the prior written consent of Offeror prior to such disclosure. Notwithstanding the foregoing, the parties may disclose to any and all persons, without limitation of any kind, the tax treatment and any facts that may be relevant to the tax structure of the transaction, unless such disclosure could result in a violation of any federal or state securities law.

1.12. **Applicable Law. This Participation Agreement shall be construed and enforced in accordance with the laws of the State of Texas without regard to conflict of laws principles, except as to any mandatory securities law provisions of the state of principal residence of Interest Owner. Subject to this Section 1.12, which shall take precedence, the courts located in the State of Texas, state or federal, shall have exclusive jurisdiction to hear and determine all claims, disputes, controversies and actions arising from or relating to this Participation Agreement and any of its terms or provisions, or to any relationship between the parties hereto, and venue shall be in the courts located in Dallas County, Texas. Interest Owner expressly consents and submits to the jurisdiction of said courts and to venue being in Dallas County, Texas. The parties are waiving their right to seek remedies in court, including their right to jury trial.**

1.13. Arbitration.

(a) Any issue, dispute, claim or controversy (collectively, a "claim") arising out of or relating to this Participation Agreement or the other Participation Documents, their alleged breach or their subject matter or the Memorandum shall be resolved as provided in this Section 1.13. Either party shall notify the other in writing (the "Arbitration Notice") of its intention to have a claim resolved by confidential and binding arbitration in Dallas, Texas, governed by the laws of the State of Texas and in accordance with the commercial rules of arbitration of the American Arbitration Association in effect at that time. Said notice shall be sent so that it is received by the other party no later than ten (10) business days before the filing of said Arbitration Notice.

(b) A total of three arbitrators shall be appointed in accordance with this Section 1.13(b). Within 10 days after the filing of the Arbitration Notice, each of Interest Owner and the Offeror shall appoint one arbitrator, and the two arbitrators so chosen shall select a third arbitrator within 15 days of the expiration of the 10-day period. Each arbitrator shall have at least 10 years of experience in an industry or profession related to the subject matter involved in the claim, and all arbitration proceedings shall be held, and a transcribed record thereof shall be prepared, in English. Neither party involved in the arbitration shall have the right to conduct discovery of the other (except as the arbitrators may so order on the application of either party), but shall furnish to the arbitrators such information as the arbitrators may reasonably request to facilitate the resolving of the claim. The arbitrators shall announce the award and the reason therefor in writing within three months from the date of the selection of the third arbitrator, or such later date as the parties may agree upon in writing. The losing party on a specific claim or counterclaim shall bear all expenses of the arbitration, including those relating to the arbitrators, attorney's fees, experts and presentation of proof with respect to that claim or counterclaim.

(c) Any award granted by the arbitrators is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited by applicable law and generally not available.

(d) Any award granted by the arbitrators shall be final, binding and conclusive upon the parties and shall constitute the sole and exclusive remedy for any dispute between the parties. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties expressly submit to the non-exclusive jurisdiction of the courts of the United States of America for the enforcement of any arbitration award.

(e) Nothing in this Agreement shall limit Offeror's ability to pursue injunctive or other relief in a court of competent jurisdiction to protect Offeror's or its Affiliates' Confidential Information.

1.14. Survival upon Termination. The representations, warranties and indemnification obligations of Interest Owner set forth herein above shall survive the Closing Date or the assignment or termination of this Participation Agreement.

1.15. Entire Agreement. This Participation Agreement and the other provisions and sections of the Participation Documents, constitute the entire agreement of the parties with respect to the matters contained herein and supersedes all oral agreements and representations.

1.16. Amendment. No modification, waiver, amendment, discharge or change of this Participation Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement thereof is or may be sought.

1.17. Assignment. Interest Owner may not assign its rights or obligations under this Participation Agreement, except to an Accommodator, without first obtaining Offeror's prior written consent, which consent may be withheld in Offeror's sole discretion. No such assignment shall operate to release the assignor from the obligation to perform all obligations of Interest Owner hereunder. Offeror shall have the absolute right to assign its rights and obligations under this Participation Agreement.

1.18. Cooperation. Interest Owner and Offeror acknowledge that it may be necessary to execute documents other than those specifically referred to herein to complete the acquisition of the Interests as provided herein. Interest Owner and Offeror agree to cooperate with each other in good faith by executing such other documents or taking such other action as may be reasonably necessary to complete this transaction in accordance with the parties' intent evidenced in this Participation Agreement.

1.19. Joint and Several Liability. If any Interest Owner consists of more than one person or entity, the liability of each such Interest Owner signing this Participation Agreement shall be joint and several.

1.20. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be addressed as follows:

If to Offeror, to:
Unity Resources, LLC
5600 Tennyson Parkway, Suite 115
Plano, Texas 75024
Telephone: (972) 378-0261
Facsimile: (972) 378-0504
Attn: Mark Mersman

If to Interest Owner, to the address listed in the Interest Owner's Investor Questionnaire.

Any party may change such address by written notice to the other party. Unless otherwise specifically provided for herein, all notices, payments, demands or other communications given hereunder shall be deemed to have been duly given and received (i) upon personal delivery, or (ii) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) as of the immediately succeeding business day after deposit with a nationally recognized overnight courier service (costs prepaid).

1.21. Eminent Domain. If, prior to the Closing Date, any portion of the Unity Properties is taken or appropriated by any public or quasi-public authority under the power of eminent domain or Offeror receives actual notice of any pending or threatened condemnation proceedings affecting all of the Unity Properties, Interest Owner may terminate this Participation Agreement without further liability hereunder. In the event of a partial taking of the Unity Properties or the threatened partial taking of the Unity Properties with respect to which Offeror has received actual notice that materially and adversely affects the ability to operate the Unity Properties for the purposes they are currently operated or contemplated to be operated, then Interest Owner can elect to either (a) terminate this Participation Agreement, or (b) purchase the Interests with a reduction in the Purchase Price in an amount equal to the condemnation award received from the condemning authority with respect to such Interests. In the event of a threatened taking or a lack of finality of any proceedings to determine the award in an actual taking, the Closing Date shall occur and Offeror shall assign to Interest Owner its interest in any condemnation award with respect to Interest Owner's Interests made by the governmental entity.

1.22. Third Party Beneficiaries. Except as expressly contemplated herein, no party hereto intends to benefit any party (including any other investor in the Program) that is not a party to this Participation Agreement and no such party shall be deemed to be a third party beneficiary of this Participation Agreement or any provision hereof.

1.23. Binding Agreement. Subject to any limitation on assignment set forth herein, this Participation Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

INVESTOR:

_____ _____

Signature of Investor **Date**

_____ _____

Signature of Spouse **Date**
(if any, hereby acknowledges and agrees to the subscription of Interests)

_____ _____

Signature of Registered Representative **Date**

_____

Printed Name of Broker-Dealer

EXHIBIT B-1

Form of Conveyance

MINERAL DEED

STATE OF LOUISIANA §
§
PARISHES OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

THAT **UNITY #9-A, LLC**, whose mailing address is 5600 Tennyson Parkway, Suite 115, Plano, Texas 75024 (hereinafter "*Grantor*"), for and in consideration of the price and sum of ONE HUNDRED AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($100.00 & O.V.C.), the receipt and sufficiency of which is hereby acknowledged, GRANTS, SELLS, CONVEYS, BARGAINS AND ASSIGNS, with warranty of title only from and against all persons claiming by, through or under Grantor and not otherwise but with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed to which said Grantor may be entitled, unto:

> Those parties listed in Column 1 on the Exhibit "A" attached hereto and made a part hereof, whose mailing addresses are set forth in Column 2, opposite their names (hereinafter "*Grantees*"),

The undivided percentage set forth in Column 3 of Exhibit "A" opposite the names of Grantees of Grantor's interest described on the Exhibit "B" attached hereto and made a part hereof, in and to all of the oil, gas and other minerals in and under and that may be produced from the property described on Exhibit "B" (the "*Mineral Interests*"), together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land any and all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil, gas and mineral lease of record heretofore executed, it being understood and agreed that said Grantees shall have, receive, and enjoy the herein granted undivided interests in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the Mineral Interest from and after the date hereof, precisely as if Grantees herein had been at the date of the making of said lease the owners of a similar undivided interest in and to the land described and Grantees one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantees herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the Mineral Interest, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the described interest in all oil, gas and other minerals in or under said land, together with, all and singular, the rights and appurtenances thereto belonging or appertaining, with the right of ingress and egress, and possession at all times for the purpose of drilling and exploring for said minerals and the maintenance of facilities and means necessary or convenient for producing treating and transporting such oil, gas and minerals.

The terms, covenants and conditions contained in the Mineral Deed shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. The undersigned notary public before whom this act may be passed have not been asked to examine title to the property described above or the Mineral Interests conveyed herein and no notary public or other authority has given any opinion or assurance with regard thereto.

EXECUTED on this the ____ day of _____, 2011, but effective as of _____.

WITNESSES TO ALL SIGNATURES:

GRANTOR:

(1) _____
signature

Printed Name: _____

UNITY #9-A, LLC

By: _____
Mark Mersman, Managing Member

(2) _____
signature

Printed Name: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

On this _____ day of _____, 2011, before me appeared **Mark Mersman**, the managing member of **Unity #9-A, LLC**, to me known to be the person described in the foregoing instrument, and who executed the foregoing instrument this day before me, said Notary, and the two competent attesting witnesses, as the free act and deed of Unity #9-A, LLC.

_____
NOTARY PUBLIC

NOTARIAL INFORMATION AND SEAL:

EXHIBIT "A"

Attached to and made a part of that certain Mineral Deed dated _____ ____, 2011, by and between UNITY #9-A, LLC, as Grantor, and the parties listed below as Grantees.

COLUMN 1	COLUMN 2	COLUMN 3
Grantees	Mailing Addresses	Respective Percentage of Grantor's Undivided Interest

End of Exhibit "A". Exhibit "B" follows.

EXHIBIT "B"

Attached to and made a part of that certain Mineral Deed dated _____ ____, 2011, by and between UNITY #9-A, LLC, as Grantor, and the parties listed on Exhibit "A" as Grantees.

I. GRANTOR'S INTEREST

II. LEGAL DESCRIPTION OF PROPERTY

III. CONVEYANCE TO GRANTOR

That certain [**TITLE**] dated [**DATE**], by and between [**UNITY ENTITY**] and [**VENDOR**], and filed in the conveyance records of [**PARISH**] Parish, Louisiana on [**RECORD DATE**], under instrument number _____, in book _____, on page _____.

End of Exhibit "B".

ASSIGNMENT OF MINERAL ROYALTIES

STATE OF LOUISIANA §
§
PARISHES OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

THAT **UNITY #9-A, LLC**, whose mailing address is 5600 Tennyson Parkway, Suite 115, Plano, Texas 75024 (hereinafter "*Assignor*"), for and in consideration of the price and sum of ONE HUNDRED AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION ($100.00 & O.V.C.), the receipt and sufficiency of which is hereby acknowledged, GRANTS, SELLS, CONVEYS, BARGAINS AND ASSIGNS, with warranty of title only from and against all persons claiming by, through or under Assignor and not otherwise but with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed to which said Assignor may be entitled, unto:

> Those parties listed in Column 1 on the Exhibit "A" attached hereto and made a part hereof, whose mailing addresses are set forth in Column 2, opposite their names (hereinafter "*Assignees*"),

The undivided percentage set forth in Column 3 of Exhibit "A" opposite the names of Assignees of Assignor's interest described on the Exhibit "B" attached hereto and made a part hereof, in the mineral royalties realized from the sale of minerals in, on, under or that may be produced (the "*Mineral Royalty Interests*") from the property described on Exhibit "B" or lands pooled therewith (the "*Property*") arising from that certain conveyance to Assignor described on Exhibit "B". This assignment is subject to any outstanding mineral interests, including, without limitation, mineral lease(s), mineral servitude(s), and mineral royalties, now affecting said lands. Assignor and Assignee agree that the Mineral Royalty Interests conveyed herein are not limited to royalties accruing under any mineral lease presently affecting said lands but the rights herein granted are and shall remain a charge and burden on the land herein described and binding on any future owners or lessees of said lands, and, in the event of the termination of the present mineral lease(s), the said royalties shall be delivered and/or paid out of the whole of any minerals produced from said lands by the owner, lessee or anyone else operating thereon.

If and to the extent Assignor is assigning a certain percentage of "royalty acres" as that term may be used in Exhibits "A" or "B" hereto, Assignor and Assignees agree that, for purposes of this Assignment, a royalty acre is an undivided interest, as to the entire Property, equal to one-eighth ($^1/_8$th) of the proceeds from the sale of minerals that are or would be attributable to one (1) acre of the Property, without regard to whether the Property is burdened by a mineral lease providing for a lesser or greater interest. Assignor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Assignees herein shall have the right at any time to redeem for said Assignor by payment, any mortgage, taxes, or other liens on the Mineral Royalty Interests, upon default in payment by Assignor, and be subrogated to the rights of the holder thereof.

The undersigned notary public before whom this act may be passed have not been asked to examine title to the property described above or the Mineral Royalty Interests conveyed herein and no notary public or other authority has given any opinion or assurance with regard thereto.

EXECUTED on this the ____ day of _____, 2011, but effective as of _____.

WITNESSES TO ALL SIGNATURES:

ASSIGNOR:

(1) _____
signature

Printed Name: _____

UNITY #9-A, LLC

By: _____
Mark Mersman, Managing Member

(2) _____
signature

Printed Name: _____

STATE OF TEXAS

COUNTY OF COLLIN

On this _____ day of _____, 2011, before me appeared **Mark Mersman**, the managing member of **Unity #9-A, LLC**, to me known to be the person described in the foregoing instrument, and who executed the foregoing instrument this day before me, said Notary, and the two competent attesting witnesses, as the free act and deed of Unity #9-A, LLC.

_____
NOTARY PUBLIC

NOTARIAL INFORMATION AND SEAL:

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Mineral Royalties dated _____ ____, 2011, by and between UNITY #9-A, LLC, as Assignor, and the parties listed below as Assignees.

COLUMN 1 Assignees	COLUMN 2 Mailing Addresses	COLUMN 3 Respective Percentage of Assignor's Undivided Interest

End of Exhibit "A". Exhibit "B" follows.

EXHIBIT "B"

Attached to and made a part of that certain Assignment of Mineral Royalties dated _____ ____, 2011, by and between UNITY #9-A, LLC, as Assignor, and the parties listed on Exhibit "A" as Assignees.

I. ASSIGNOR'S INTEREST

II. LEGAL DESCRIPTION OF PROPERTY

III. CONVEYANCE TO ASSIGNOR

That certain [**TITLE**] dated [**DATE**], by and between [**UNITY ENTITY**] and [**VENDOR**], and filed in the conveyance records of [**PARISH**] Parish, Louisiana on [**RECORD DATE**], under instrument number _____, in book _____, on page _____.

End of Exhibit "B".

EXHIBIT C

Form of Investor Questionnaire

UNITY RESOURCES, LLC

INVESTOR QUESTIONNAIRE

In conjunction with the proposed offering by Unity Resources, LLC, a Texas limited liability company (the "Offeror"), of undivided non-possessory Mineral Interests, Royalty Interests and Overriding Royalty Interests (collectively, the "Interests") in existing and potential income-producing oil, gas and/or mineral properties as described in the amended and restated confidential private placement memorandum prepared by the Offeror dated June 8, 2011 (including the exhibits thereto, the "Memorandum"), prospective investors are required to provide the Offeror with the information below.

The Memorandum describes the key features of the offering of Interests, including a description of a number of risks relating to an investment in the Interests. This Investor Questionnaire should be completed and returned with the Participation Agreement and Management Agreement. You should carefully read the entire Memorandum before you decide to invest. Interests will be sold only to prospective investors who meet the suitability requirements set forth in the Memorandum, including that each is an "accredited investor" as defined in Section 501(a) of Regulation D of the Securities Act of 1933, as amended.

This Investor Questionnaire does not constitute an offer to sell or a solicitation of an offer to buy a security. The sole purpose of this Investor Questionnaire is to confirm whether the individual or entity on whose behalf this questionnaire is completed is an "accredited investor" to whom Interests may be offered and sold under applicable U.S. federal and state securities laws and to confirm other suitability requirements.

Please note that all Broker-Dealers must complete Section VII of this Investor Questionnaire.

Please respond to each question, even if your response is "None" or "Not Applicable," unless directed to the contrary by the instructions. For any response, you may attach a separate sheet of paper if necessary. Thank you for your assistance.

GENERAL INFORMATION

The Interests would be held as:

____ Husband and Wife (as community property)
____ Individual
____ Joint Tenants
____ Tenants in Common
____ Separate property
____ Corporation
____ Partnership
____ Limited Liability Company
____ Trust
____ Other, e.g. as a custodian, trustee (please specify): _____

I. INDIVIDUAL INVESTORS

IF YOU ARE NOT AN INDIVIDUAL, PLEASE TURN TO SECTION II. PLEASE COMPLETE THIS SECTION I ONLY IF THE INTERESTS WOULD BE ACQUIRED BY AN INDIVIDUAL.

IF THE INVESTMENT WILL BE MADE BY MORE THAN ONE INDIVIDUAL, PLEASE COMPLETE A COPY OF THIS QUESTIONNAIRE FOR EACH INDIVIDUAL.

1. PERSONAL

(a) Name(s): _____

(b) Social Security Number: _____

(c) Residence address(es): _____

_____

If you have lived at this address for less than 2 years:

(i) Please list the state(s) in which you have maintained your principal residence during the past two years and the dates during which you resided in each state:

_____

(ii) Are you registered to vote in, do you have a driver's license issued by, or do you maintain a residence in any other state?

Yes ☐ No ☐

If yes, in which state(s)? _____

(c) Home telephone number(s): _____

(d) Occupation(s): _____

(e) Employer(s): _____

(f) Business address(es): _____

_____

(g) Business telephone number(s)/facsimile number(s): _____

2. NET WORTH

Is your net worth, together with the net worth of your spouse, in excess of $1,000,000?

Yes ☐ No ☐

IF YOUR ANSWER TO THIS QUESTION IS "YES," PLEASE TURN TO SECTION III. OTHERWISE, PLEASE CONTINUE TO THE NEXT PAGE.

3. INCOME

(a) Do you reasonably expect either your own income from all sources during the current year to exceed $200,000 or the joint income of you and your spouse from all sources during the current year to exceed $300,000?

Yes ☐ No ☐ If not, please specify amount $_____

(b) Was either your yearly income from all sources during each of the last two years in excess of $200,000 or was the joint income of you and your spouse from all sources during each of such years in excess of $300,000?

Yes ☐ No ☐

IF YOUR ANSWERS TO BOTH THESE QUESTIONS ARE "YES," PLEASE TURN TO SECTION III. OTHERWISE, PLEASE CONTINUE TO ANSWER THE QUESTIONS BELOW.

4. AFFILIATION

Are you a director or an executive officer of the Offeror?

Yes ☐ No ☐

Do you have a "pre-existing relationship" with the Offeror or any of its officers, directors or controlling persons or with the broker from whom you received the Participation Agreement and this Investor Questionnaire?

Yes ☐ No ☐

(For purposes hereof, "pre-existing relationship" means any relationship consisting of personal or business contacts of a nature and duration such as would enable a reasonably prudent investor to be aware of the character, business acumen, and general business and financial circumstances of the person with whom such relationship exists.)

If yes, please name the individual or other person with whom you have a pre-existing relationship.

_____

How long have you had the relationship with the individual or other person identified above?

_____

If you have a pre-existing relationship with the Offeror or any of its officers, directors or controlling persons, please describe the nature of such relationship.

_____

_____

If you have a pre-existing relationship with the Broker-Dealer from whom you received the Participation Agreement and this Investor Questionnaire, please describe the nature of such relationship.

_____

_____

(PLEASE CONTINUE TO SECTION III)

II. NON-INDIVIDUAL INVESTORS

PLEASE COMPLETE THIS SECTION II ONLY IF THE INTERESTS WOULD BE ACQUIRED BY A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, TRUST OR OTHER ENTITY.

IF THE INVESTMENT WILL BE MADE BY MORE THAN ONE AFFILIATED ENTITY, PLEASE COMPLETE A COPY OF THIS QUESTIONNAIRE FOR EACH ENTITY.

1. IDENTIFICATION

(a) Name of entity: _____

(b) Employer Identification Number: _____

(c) Address of principal place of business: _____

(d) Date of organization of entity: _____

(e) Jurisdiction of Formation or Incorporation: _____

(f) Please name the authorized representative(s) of the entity who will be acting for the entity in connection with its potential investment in the Offeror:

_____

(g) Telephone number(s): _____

(h) Type of entity (corporation, partnership, trust, etc.): _____
For entity purchases, you must provide a copy of your organizational documents, ie, Articles of Incorporation, partnership agreement, trust agreement, etc.

(i) Type of business in which the entity is engaged: _____

(j) Was entity formed for the purpose of this investment? Yes ☐ No ☐

IF YOUR ANSWER TO (j) IS "YES," EACH SHAREHOLDER, PARTNER OR OTHER EQUITY OWNER MUST COMPLETE SECTION I OF THIS INVESTOR QUESTIONNAIRE. OTHERWISE, PLEASE CONTINUE TO ANSWER THE QUESTIONS BELOW.

2. NET WORTH

Please state the investing entity's net worth at the time the Interests will be purchased:

$_____

Does your proposed investment exceed ten percent of your net worth? Yes ☐ No ☐

(PLEASE CONTINUE TO THE NEXT PAGE)

3. BUSINESS

Please check the appropriate box to indicate which of the following accurately describes the nature of the business conducted by the investing entity:

☐ an organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, in each case, not formed for the specific purpose of acquiring the Interests offered, with total assets in excess of $5,000,000;

☐ a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended;

☐ a Small Business Investment Offeror licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended;

☐ an investment company registered under the Investment Offeror Act of 1940, as amended, or a business development company as defined in Section 2(a)(48) of that Act;

☐ a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act of 1933, as amended, whether acting in either an individual or fiduciary capacity;

☐ a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended;

☐ an insurance company as defined in Section 2(13) of the Securities Act of 1933, as amended;

☐ an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, where the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or whose total assets exceed $5,000,000, or, if a self-directed plan, a plan whose investment decisions are made solely by persons who are accredited investors;

☐ a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, where such plan has total assets in excess of $5,000,000;

☐ an entity not located in the U.S. and whose equity owners are neither U.S. citizens nor U.S. residents;

☐ a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Interests offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Securities Act of 1933, as amended; or

☐ other (describe): _____

_____

(PLEASE CONTINUE TO THE NEXT PAGE)

III. LITIGATION

(ALL INVESTORS MUST COMPLETE THIS SECTION III)

- Have you ever filed (or had filed against you) a petition under the federal bankruptcy laws or any state insolvency law or had a receiver, fiscal agent or similar officer appointed by a court for your business or property?
- Has there been any litigation filed by or against you at any time during the last five (5) years?
- Is there any pending litigation in which you are a party?
- Are there any outstanding judgments or liens against you?
- Have you (or if an entity, any partner in a management or principal ownership role) ever been convicted of or charged with a criminal act or are the subject of a pending criminal proceeding (excluding traffic violations and other minor offenses)?

☐ Yes ☐ No to all

If you answered "yes" to any of these questions, please provide details:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(PLEASE CONTINUE TO THE NEXT PAGE)

III A. QUALIFIED INTERMEDIARY INFORMATION

(PLEASE COMPLETE SECTION IIIA IF YOUR FUNDS WILL BE COMING FROM A QUALIFIED INTERMEDIARY)

NAME OF QUALIFIED INTERMEDIARY: _____

ADDRESS: _____
_____
_____
_____

PHONE: (_____) _____

FAX: (_____) _____

EMAIL ADDRESS: _____

NAME OF BROKER-DEALER: _____

ADDRESS: _____
_____
_____

(PLEASE CONTINUE TO THE NEXT PAGE)

IV. DIRECT DEPOSIT AUTHORIZATION

For direct deposit service, please complete this Direct Deposit Authorization form and return with your Investor Questionnaire. (ACH Transactions ONLY; NOT FOR WIRE USE)

DIRECT DEPOSIT AUTHORIZATION FORM

1. PRINT OWNER NAME, OWNER MAILING ADDRESS AND TIN OR SOCIAL SECURITY NUMBER:

Owner Name	TIN	Social Security #
Owner Mailing Address		
City	State	Zip Code

2. SIGN AND DATE ENROLLMENT FORM:

I authorize Unity Resources, LLC and my financial institution to electronically deposit my payment to the account specified on the attached voided check or bank documentation letter. The authority will remain in effect until I have filed a new authorization. I understand that I can change my account or financial institution arrangement by completing a Direct Deposit Update Form available from Unity Resources, LLC.

Owner's Signature	Date	Daytime Phone #

3. ATTACH VOIDED CHECK OR BANK DOCUMENTATION LETTER, NO DEPOSIT SLIPS PLEASE.

Checking ☐

Savings ☐

V. SIGNATURE

The undersigned recognizes that the Offeror and its counsel are relying on the truth and accuracy of the foregoing information in reliance on the exemption contained in Section 4(2) of the Securities Act of 1933, as amended, and Regulation D promulgated thereunder. To the best of the undersigned's knowledge, information and belief, the foregoing information supplied by the undersigned is true and correct in all respects and the undersigned represents that the undersigned will promptly notify the Offeror of any changes in the foregoing information that may occur prior to the investment.

Executed at _____, on _____ ____, 2011.
City, State

IF INVESTOR IS ONE OR MORE INDIVIDUALS (all individuals must sign):

_____
(Name – Please Print)

_____
(Signature)

_____
(Name – Please Print)

_____
(Signature)

IF INVESTOR IS AN ENTITY:

_____
(Name of Entity – Please Print)

By: _____
Name: _____
Title: _____

EXHIBIT D

Form of Management Agreement

of

Unity Resources, LLC

Unity 11-A

FORM OF MANAGEMENT AGREEMENT

OF

UNITY RESOURCES, LLC
UNITY 11-A

This Management Agreement with Power of Attorney (the "Agreement") is entered into between _____ ("Interest Owner") and UNITY RESOURCES, LLC, a Texas limited liability company ("Manager"), effective as of the _____ day of _____, 2011 (the "Effective Date").

RECITALS

A. Interest Owner desires to acquire from Unity Resources, LLC, a Texas limited liability company ("Offeror"), undivided non-possessory Mineral Interests, Royalty Interests and/or Overriding Royalty Interests, including after-discovered interests (the "Interests"), in those certain oil, gas and/or mineral properties described on Exhibit A hereto, including any after-discovered properties in exchange for Interest Owner's provision of funds to Offeror as set forth in the Participation Agreement that accompanies this Agreement (the "Investment");

B. Upon Interest Owner's purchase of the Interests, Interest Owner desires to engage Manager to conduct any and all business activities related or incidental to Interest Owner's ownership of the Interests; and

C. Manager desires to accept such engagement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
APPOINTMENT AS MANAGER

1.1 Appointment. (a) Interest Owner hereby appoints Manager as manager of Interest Owner's interests. In such capacity, subject to the terms and conditions of this Agreement, Manager is hereby expressly authorized to accept on Interest Owner's behalf, and make cash distributions to Interest Owner from, the proceeds of oil and gas royalties and all other payments resulting from Interest Owner's ownership of the Interests, and engage on Interest Owner's behalf in any and all activities related or incidental to Interest Owner's ownership of the Interests, including, but not limited to, those activities and powers set forth in Article II below. Any amounts payable to the Interest Owner as a result of its ownership of an Interest shall be reduced by all applicable costs, fees, expenses, charges, taxes and other deductions, including the costs set forth in Article III (collectively, "Costs").

(b) In carrying out Manager's obligations hereunder, Manager will receive on Interest Owner's behalf the proceeds attributable to the interests and endeavor, within 30 days after Manager receives such proceeds, or a reasonable time thereafter, to provide Interest Owner with (i) a detailed accounting of the Interest Owner's share of the proceeds and any Costs attributable thereto and (ii) a check in the amount of any net proceeds payable to Interest Owner at the address in Section 7.2.

(c) Manager shall have the right and power to engage in any kind of activity and perform and carry out contracts of any kind necessary or incidental to, or in connection with the accomplishment of the purpose of this Agreement. Manager shall have the sole and exclusive right to execute, on Interest Owner's behalf, division orders or other similar documents (including, but not limited to, those documents listed in Section 2.2 below) with respect to any of the Interests.

(d) Anything herein to the contrary notwithstanding, the Manager shall not make any sale of any of the Interests without the prior written consent of Interest Owner.

1.2 Title to Interests; Acknowledgment of Risks. The actual and beneficial ownership of each Interest shall (with respect to Interest Owner's interest in such Interest only) be owned by Interest Owner, who shall have the ability to further transfer such ownership to third parties in its sole discretion in accordance with the Participation Agreement. All record title to the Interests will be held in the name of Interest Owner or its designee. Interest Owner shall be responsible for the payment of all Costs associated with the recordation and transfer of the title to any Interests in accordance with Article III.

1.3 Inspection of Records and Reporting. (a) Manager will make available to Interest Owner or its representative, upon adequate notice and at any reasonable time, for inspection and copying at Interest Owner's expense, information regarding Interest Owner's Interests. Manager shall maintain and preserve during the term of this Agreement and for four years thereafter all accounts, books and other relevant documents applicable to such Interests. Notwithstanding the foregoing, Manager and its Affiliates may keep confidential any of their confidential, proprietary or other non-public information, as they deem appropriate in their sole discretion. Manager may release information concerning the Interests to such sources as are customary in the industry or required by rule, regulation, or order of any regulatory body.

(b) Manager shall provide Interest Owner an annual report within 90 days after the close of each calendar year, or a reasonable time thereafter, containing at least the following information:

(i) A description of the Interests and the properties underlying the Interests except succeeding reports need contain only material changes, if any, regarding such Interests;

(ii) Following the end of each calendar year, Manager shall furnish to Interest Owner a report containing such information as is pertinent for tax purposes, including depletion information; and

(iii) A report on the Interests containing a cash receipt and disbursement statement, including the deduction of Costs.

1.4 Interpretation. If any provision of this Agreement is unclear or ambiguous in the opinion of Manager, Manager, in its sole and absolute discretion, shall have the right and power to interpret such provision in accordance with the purposes hereof, and in the best interests of Interest Owner.

1.5 Reliance Upon Experts. Manager may employ or retain such affiliates, counsel, accountants, engineers, geologists, landmen, appraisers and other experts and advisors as it may reasonably deem appropriate for the purpose of discharging its duties hereunder, and shall be entitled to pay the fees of any such persons from the funds of Interest Owner in its possession or control. Manager may act and shall be protected in acting in good faith on the opinion or advice of, or information obtained from any such affiliate, counsel, accountant, engineer, geologist, landman, appraiser or other expert or advisor, whether retained or employed by Interest Owner, Manager, or otherwise, in relation to any matter connected with the administration of the Interests.

1.6 Other Permissible Activities. (a) Neither Interest Owner nor Manager is prevented hereby from engaging in other activities for profit, whether in the oil and gas business or otherwise. The parties hereto and their Affiliates, including Manager and its Affiliates, have and in the future may engage in other businesses including the organization and management of partnerships, limited partnerships, joint ventures, limited liability companies or corporations for the acquisition and ownership of undivided non-possessory royalty interests and/or overriding royalty interests in oil, gas and/or mineral properties and exploration or production of oil and gas and must necessarily divide their time between the business contemplated hereby and their other activities. The parties hereto and their Affiliates, including Manager and its Affiliates, are hereby authorized, during the term of this Agreement, to acquire oil or gas interests or properties and not offer the same to any parties hereto.

(b) Manager may provide such services, perform such acts, employ such persons and execute such agreements as may be necessary, or in its sole judgment appropriate, in order to carry out its duties for, or on behalf of, or with respect to the Interest Owner's Interests.

(c) Interest Owner acknowledges that this arrangement and this Agreement may create conflicts of interest between Manager and its Affiliates and Interest Owner. Interest Owner expressly waives any such conflicts of interest.

ARTICLE II
LIMITED POWER OF ATTORNEY

2.1 General. (a) Interest Owner hereby makes, constitutes and appoints Manager its true and lawful attorney-in-fact for it and in its name, place and stead, and for its use and benefit, from time to time to execute, acknowledge, swear to and/or file or record with any person or jurisdiction all instruments necessary to conduct the activities described in (i) this Agreement, (ii) the Amended and Restated Confidential Private Placement Memorandum dated June 8, 2011 (the "Memorandum"), the Participation Documents (herein so called) or the Investor Questionnaire (herein so called) related to the offering of the Interests, and (iii) other instruments permitted or necessary to be executed by Manager hereunder in carrying out its duties as Manager, including but not limited to, the power, but not the obligation, to sue for, collect and receive all proceeds from the sales of oil, gas and/or hydrocarbons from and/or revenues from and/or attributable to the Interests and to pay all Costs attributable to the Interests of Interest Owner, and to remit the difference between such revenues and Costs, if any, to Interest Owner. Interest Owner agrees to execute on Interest Owner's own behalf any appropriate instrument that Manager is authorized to execute for Interest Owner if requested or required to do so.

(b) Each power of attorney granted hereby or any component thereof shall be construed as broadly as possible, including, without limitation, to enable Manager to perform its obligations hereunder, and may be filed or recorded as necessary with any legal or other authority, including, without limitation, to ensure that Manager will be able to perform its obligations hereunder.

(c) All acts done and documents executed or signed by Manager in good faith in the purported exercise of any power conferred under this Section 2.1 shall for all purposes be valid and binding on Interest Owner.

2.2 Specific Powers. Interest Owner hereby grants the following specific powers to the Manager, as manager hereunder and as attorney-in-fact, including but not limited to:

(a) Division Orders. Interest Owner hereby authorizes Manager to receive, review and approve, amend, dispute, correct, and contest any and all division orders, indemnifying division orders, amended division orders, transfer orders or amended transfer orders relating to the Interests, and authorizes Manager to bring any action necessary to correct any errors in such documents

(b) Corrective Deeds and Recording. Interest Owner hereby authorizes Manager to draft, execute and deliver corrective deeds to re-convey, clarify or otherwise correct any Interests erroneously transferred to the Interest Owner, including any surface rights, possessory interests, net profit interests, working interests or other rights not intended to be transferred to Interest Owner according to the terms of the Participation Agreement and/or Memorandum;

(c) Assignments and Transfers. Interest Owner hereby authorizes Manager to provide assignment documentation or other transfer documentation in connection with the assignment or transfer of any Interest;

(d) Execution. Interest Owner hereby authorizes Manager to execute and deliver any and all documentation, including, but not limited to, pooling agreements, oil and gas leases, ratifications, unit agreements, stipulation of interest, affidavits, corrective instruments and geophysical permits, deemed by Manager to be reasonably necessary to carry out any purpose set forth in this Article II and in this Agreement in general;

(e) Leases. Interest Owner hereby authorizes Manager to negotiate and consummate any and all leases covering the Interests or any part thereof for the purpose of exploring for and/or producing oil, gas or other hydrocarbons or related minerals, and also authorizes Manager to receive, on behalf of Interest Owner, any and all payments associated with said negotiated and consummated leases, including, but in no way limited to, bonuses,

delay rentals, shut in royalties and lease royalties, and to remit such payments to Interest Owner, in accordance with and subject to the provisions of the Participation Agreement and/or The Memorandum;

(f) Costs. Interest Owner hereby authorizes Manager to pay all Costs associated with the Interests and to either (i) bill Interest Owner for all Costs paid by Manager on his behalf or (ii) deduct the amount of the Costs from revenues associated with the Interests in the possession of Manager and/or any Affiliate which are due and owing to Interest Owner;

(g) Collection of Funds. Interest Owner hereby authorizes Manager to collect any and all bonuses, delay rentals, shut in rental and royalty payments and all other payments made under any of the Interests covered hereby on behalf of Interest Owner and to make distributions directly to Interest Owner or its designee, at reasonable times;

(h) Commingling of Funds. Manager and any Affiliate of Manager shall have the right to commingle proceeds received by it on behalf of Interest Owner with other similar proceeds received; and

(i) Substitutions. Interest Owner hereby authorizes Manager to negotiate and acquire substitute Interests in other oil and gas royalties, mineral rights, overriding royalty rights or similar interests.

2.3 Further Action. Interest Owner hereby authorizes Manager to take any further action which Manager shall consider necessary or advisable in connection with any of the foregoing and acknowledges that the power of attorney granted in this Agreement is a limited power of attorney coupled with an interest and is only revocable in accordance with the terms of this Agreement. Interest Owner hereby agrees to be bound by any representations made by Manager acting in good faith pursuant to this Agreement and hereby waives any and all defenses, which may be available to contest, negate, or disaffirm the action of Manager or its Affiliates taken in good faith. Interest Owner agrees to execute any and all additional forms, documents or instruments as may be reasonably necessary or required by Manager to evidence the power of attorney granted herein.

2.4 Survival of Power of Attorney. Manager shall be entitled to retain any interest which may be earned on funds held by Manager for the benefit of Interest Owner. Accordingly, the power of attorney granted in this Agreement is coupled with an interest and shall survive the death, disability or legal incapacity of Interest Owner and shall be binding on its heirs, personal representatives, successors and assigns.

ARTICLE III
COSTS; COMPENSATION OF MANAGER

3.1 General. This section details Costs as defined under Section 1.1, whether third party costs, fees or expenses, governmental fees, charges or taxes or management or other fees payable to the Manager or its Affiliates.

3.2 Management Fee. Manager shall receive a monthly management fee (the "Management Fee") of 6.25% of annualized cash flow prorated monthly (i.e., gross proceeds of revenues relating to the Interests, less Costs, determined on an annual basis) for the services it is providing under this Agreement. Manager is expressly authorized to deduct the Management Fee from distributions attributable to the gross proceeds of the monthly revenues Interest Owner is otherwise entitled to receive with respect to its Interests prior to the distribution of any funds to Interest Owner. Manager reserves the right to change the type and amount of the Management Fee with 30 days prior written notice to Interest Owner.

3.3 Direct Costs Reimbursement. Manager shall be reimbursed for all direct Costs and documented out of pocket expenses incurred by it on Interest Owner's behalf related to the Interests but not for any costs relating to General and Administrative Costs incurred in connection with the offer and sale of the Interests pursuant to the terms of the Memorandum. Manager is expressly authorized to deduct all reimbursements for Costs from distributions with respect to the Interests prior to the distribution of such funds to Interest Owner.

3.4 Transfer Costs. Subject to compliance with applicable securities laws, Interest Owner may transfer its Interests. The cost of the conveyance and assignment of the Interest Owner's Interest from Offeror to the Interest Owner is considered a part of the "Property Acquisition Costs." The cost associated with any subsequent

transfer of the Interest Owner's Interest following the initial conveyance and assignment from Offeror to the Interest Owner will be assessed to the Interest Owner in an amount not to exceed the actual costs associated with the conveyance or assignment, as well as hourly charges for actual services provided at the rate of $200 per hour.

3.5 Additional Compensation - Interest. As additional compensation, Manager shall be entitled to retain any interest which may be earned on any funds held by Manager on Interest Owner's behalf.

ARTICLE IV
INTEREST OWNER'S REPRESENTATIONS AND WARRANTIES

Interest Owner represents and warrants to Manager as follows:

(a) Interest Owner has the legal capacity and right to enter into this Agreement and be bound hereby;

(b) Interest Owner has received copies of the Memorandum, this Agreement, the Participation Agreement, the Investor Questionnaire and all exhibits and supporting documents relating thereto (collectively, the "Documents"). Interest Owner acknowledges that Interest Owner has read each of the Documents carefully and is fully familiar with the information contained in such Documents. No representations or warranties have been made to Interest Owner by the Offeror or any officer, agent, Affiliate or representative of the Offeror, other than the representations and warranties of the Offeror or Manager set forth in the Documents, and Interest Owner's decision to enter into this Agreement is based on the information contained in the Documents and its own independent investigation;

(c) Interest Owner acknowledges that Interest Owner has been granted the opportunity to ask questions of, and receive answers from, representatives of Offeror and Manager concerning the terms and conditions of this Agreement and the transactions contemplated hereby. Interest Owner has had the opportunity to obtain all additional information desired in order to verify or supplement the material contained in the foregoing Documents; and

(d) Interest Owner acknowledges that Interest Owner has been advised to consult with its own attorney regarding legal matters concerning Manager, this Agreement and the transactions contemplated hereby, and to consult with its tax advisor regarding the tax consequences of entering into this Agreement and participating in the transactions contemplated hereby.

ARTICLE V
TERM AND TERMINATION

5.1 Term. The term of this Agreement shall commence on the Effective Date and continue for a period ending on the earliest date of termination of this Agreement pursuant to Section 5.2, 5.3 or 5.4 hereof.

5.2 Mutual Termination. This Agreement may be terminated at any time upon the mutual written agreement of Interest Owner and Manager.

5.3 Termination By Interest Owner. Interest Owner shall have the right to terminate this Agreement, with or without cause, by (a) giving Manager written notice on Manager's form of termination agreement, as provided by Manager, at least 60 days prior to the termination date specified in such notice and (b) causing a notice, certificate, affidavit or other instrument providing notice of such termination to be filed of record in the counties and states in which the Interests are located. Until the actions specified in both clauses (a) and (b) of the preceding sentence have been taken, Manager shall have the rights, powers and authority granted to Manager herein.

5.4 Termination By Manager. Manager shall have the right to terminate this Agreement, with or without cause, by giving the Interest Owner written notice at least 30 days prior to the termination date specified in such notice.

5.5 Effect of Termination. The termination of this Agreement for any reason (a "Termination") shall not affect any right, obligation, or liability which has accrued under this Agreement prior to the Termination,

including without limitation Manager's entitlement to compensation as provided in Article III hereof and each party's respective entitlement to indemnification as provided in Article VI hereof.

ARTICLE VI
INDEMNIFICATION

6.1 Indemnity by Interest Owner. Interest Owner agrees to indemnify, defend, and hold harmless Offeror and Manager and their respective officers, directors, Affiliates, agents and attorneys, from and against any loss, claim, cause of action, item of damage, expense, and cost (including attorneys' fees and court costs), arising directly or indirectly out of:

(a) any act or omission of Manager or its Affiliate on behalf of or performing services for Interest Owner hereunder, if Manager determines in good faith that the act or omission was in the best interest of Interest Owner, and EVEN IF SUCH ACT OR OMISSION CONSTITUTES NEGLIGENCE ON BEHALF OF MANAGER OR ITS AFFILIATE, but excluding any such act or omission that was the result of Manager's or its Affiliate's gross negligence or willful misconduct;

(b) any act of Interest Owner that is inconsistent with the rights and authority delegated to Manager; and

(c) any misrepresentation made by Interest Owner in this Agreement or in any of the Documents, any breach by Interest Owner of any of its warranties, and any failure by it to fulfill any of its covenants or agreements set forth herein or elsewhere.

6.2 Indemnity by Manager. Manager agrees to indemnify, defend, and hold harmless Interest Owner and its agents and attorneys, from and against any loss, claim, cause of action, item of damage, expense, and cost (including attorneys' fees and court costs) arising directly or indirectly out of:

(a) any willful or grossly negligent act of Manager that is inconsistent with the rights and authority delegated to Manager; and

(b) any willful or grossly negligent misrepresentation made by Manager, and any willful or grossly negligent failure by it to fulfill any of its covenants or agreements set forth herein.

6.3 Limitation of Liability. Manager and its Affiliates shall have no liability whatsoever to Interest Owner for, any loss, claim, cause of action, item of damage, expense and cost (including attorneys' fees and court costs) arising directly or indirectly out of any action or inaction of Manager or its Affiliates if Manager, acting on behalf of or performing services for Interest Owner, determines, in good faith, that the act or omission was in the best interest of Interest Owner and EVEN IF SUCH ACT OR OMISSION CONSTITUTES NEGLIGENCE ON BEHALF OF MANAGER OR ITS AFFILIATES, but excluding any such act of omission that was the result of Manager's or its Affiliate's gross negligence or willful misconduct.

6.4 Reimbursement of Expenses. If Manager or any of its Affiliates incurs expenses in connection with a matter for which Manager or such Affiliates are entitled to be indemnified, Interest Owner shall reimburse Manager or its Affiliates, as applicable, for the reasonable expenses so incurred or shall pay the same directly. Such expenses shall be paid in advance of the final disposition of the matter upon delivery by Manager to Interest Owner of a written affirmation of Manager's good faith belief that it or its Affiliates are entitled to indemnification under this Agreement, and an undertaking to repay the amount paid or reimbursed should it be ultimately determined that it is not entitled to indemnification hereunder. Manager shall be entitled to off-set any amounts due or payable by the Manager to Interest Owner, including any income generated by the Interests and paid to Manager or its Affiliates on behalf of Interest Owner.

6.5 Order of Payment. Claims for indemnification shall be paid first out of any insurance proceeds.

ARTICLE VII
MISCELLANEOUS

7.1 Independent Contractor Status; No Partnership or Joint Venture or Fiduciary Relationship Created. Manager is an independent contractor and not an employee, servant, or general agent of Interest Owner. Nothing in this Agreement, nor any actions of Manager or Interest Owner, shall constitute, be construed to be, or create a partnership or joint venture between Interest Owner and Manager. Further, nothing in this Agreement nor any actions of Manager or Interest Owner shall be construed to establish a fiduciary relationship of any kind between Manager and Interest Owner, and Interest Holder expressly acknowledges and agrees that Manager is not acting in a fiduciary capacity under the terms of this Agreement.

7.2 Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be (i) personally delivered, (ii) sent by mail, postage paid, or delivered to a nationally-recognized next-day delivery service (such as United Parcel Service, Federal Express, and the like) or (iii) sent by facsimile (with confirmation of transmission) as follows:

If to Interest Owner:	To the address listed in the Interest Owner's Investor Questionnaire
If to Offeror:	Unity Resources, LLC 5600 Tennyson Parkway, Suite 115 Plano, Texas 75024 Telephone: (972) 378-0261 Facsimile: (972) 378-0504
If to Manager:	Unity Resources, LLC 5600 Tennyson Parkway, Suite 115 Plano, Texas 75024 Telephone: (972) 378-0261 Facsimile: (972) 378-0504

or to such other address or facsimile number as either party may from time to time specify by written notice to the other. Any notice given by Manager shall be considered given, and any applicable time shall run, from the date such notice is placed in the mail, postage paid, or delivered to a nationally recognized next-day delivery service (such as United Parcel Service, Federal Express, and the like). Any notice given by Interest Owner shall be considered given when actually received by Manager. Any notice to a party other than Manager, including a notice requiring concurrence or non-concurrence, shall be effective, and any failure to respond binding, irrespective of whether or not such notice is actually received, and irrespective of any disability or death on the part of the party to receive such notice, whether or not known to the party giving such notice.

7.3 Amendments. This Agreement may not be amended except by further agreement in writing executed by each party to be bound thereby.

7.4 No Implied Waivers. No failure or delay by a party in exercising any right or remedy under this Agreement, and no course of dealing between the parties, shall operate as a waiver of any such right or remedy; and no single or partial exercise of any right of remedy by a party under this Agreement shall preclude any other or further exercise of such right or remedy. The rights and remedies available to a party hereunder are cumulative and are not exclusive of any other rights or remedies provided by law or equity.

7.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws. However, if any provision of this Agreement is invalid under any applicable law, such provision shall be ineffective only to the extent of such invalidity without invalidating the remaining provisions of this Agreement and, to the fullest extent possible, this Agreement shall be interpreted so as to give effect to the intent of the parties.

7.6 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas without regard to conflict of laws principles, except as to any mandatory securities

law provisions of the state of principal residence of Interest Owner. Subject to this Section 7.6, which shall take precedence, the courts located in the State of Texas, state or federal, shall have exclusive jurisdiction to hear and determine all claims, disputes, controversies and actions arising from or relating to this Agreement and any of its terms or provisions, or to any relationship between the parties hereto, and venue shall be in the courts located in Dallas County, Texas. Interest Owner expressly consents and submits to the jurisdiction of said courts and to venue being in Dallas County, Texas. The parties are waiving their right to seek remedies in court, including their right to jury trial.

7.7 Arbitration.

(a) Any issue, dispute, claim or controversy (collectively, a "claim") arising out of or relating to this Agreement, their alleged breach or their subject matter or the Memorandum shall be resolved as provided in this Section 7.7. Either party shall notify the other in writing (the "Arbitration Notice") of its intention to have a claim resolved by confidential and binding arbitration in Dallas, Texas, governed by the laws of the State of Texas and in accordance with the commercial rules of arbitration of the American Arbitration Association in effect at that time. Said notice shall be sent so that it is received by the other party no later than ten (10) business days before the filing of said Arbitration Notice.

(b) A total of three arbitrators shall be appointed in accordance with this Section 7.7(b). Within 10 days after the filing of the Arbitration Notice, each of Interest Owner and the Offeror shall appoint one arbitrator, and the two arbitrators so chosen shall select a third arbitrator within 15 days of the expiration of the 10-day period. Each arbitrator shall have at least 10 years of experience in an industry or profession related to the subject matter involved in the claim, and all arbitration proceedings shall be held, and a transcribed record thereof shall be prepared, in English. Neither party involved in the arbitration shall have the right to conduct discovery of the other (except as the arbitrators may so order on the application of either party), but shall furnish to the arbitrators such information as the arbitrators may reasonably request to facilitate the resolving of the claim. The arbitrators shall announce the award and the reason therefor in writing within three months from the date of the selection of the third arbitrator, or such later date as the parties may agree upon in writing. The losing party on a specific claim or counterclaim shall bear all expenses of the arbitration, including those relating to the arbitrators, attorney's fees, experts and presentation of proof with respect to that claim or counterclaim.

(c) Any award granted by the arbitrators is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited by applicable law and generally not available.

(d) Any award granted by the arbitrators shall be final, binding and conclusive upon the parties and shall constitute the sole and exclusive remedy for any dispute between the parties. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties expressly submit to the non-exclusive jurisdiction of the courts of the United States of America for the enforcement of any arbitration award.

(e) Nothing in this Agreement shall limit Offeror's ability to pursue injunctive or other relief in a court of competent jurisdiction to protect Offeror's or its Affiliates' Confidential Information.

7.8 Benefit and Assignment. The Interest Owner may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Manager. The Manager may assign or transfer its rights and obligations under this Agreement without prior notice to Interest Owner.

7.9 Counterparts. This Agreement may be executed in any number of counterparts, and each shall be considered an original, and together they shall constitute one agreement.

7.10 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with regard to the subject matter of this Agreement and supersedes all prior written or verbal agreements and understandings. In the event of any conflict between this Agreement and any other agreement, including the Participation Agreement, the Conveyance or otherwise, this Agreement shall control.

7.11 Force Majeure. Neither Manager nor its Affiliates or agents shall be liable for or deemed to be at fault or in breach of this Agreement as a result of, directly or indirectly, acts of God, civil or military authority, public enemy, war, terrorist attack, technology failure, accident, fire, explosion, earthquake, flood, failure of transportation, labor strike or other work interruptions, or any similar or dissimilar cause beyond the reasonable control of such party.

7.12 Definitions.

"Affiliate" of a specified Person means: (1) Any Person directly or indirectly owning, controlling, or holding with the power to vote 10% or more of the outstanding voting securities of such specified Person; (2) Any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote, by such specified Person; (3) Any Person directly or indirectly controlling, controlled by, or under common control with such specified Person; (4) Any officer, director, trustee or partner of such specified Person and (5) If such specified Person is an officer, director, trustee or partner, any Person for which such Person acts in any such capacity.

"Person" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a governmental body.

7.13 Recordation. Interest Owner hereby authorizes Manager to record a Memorandum of this Agreement or an affidavit of interest against the Interests, in each and every county in which the Interests are located, as evidence of the rights and powers granted herein.

7.14 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

OWNERSHIP OF RECORD/SIGNATURE

_____
Individual

_____
Individual (If Investor is more than one Individual all must sign)

_____
Authorized Partner (for Partnership)

_____
Authorized Corporate Representative

_____
Trustee (Authorized signatory under pertinent trust documents)

_____
Individual Retirement Account

Accepted this _____ day of _____, 2011

MANAGER:
UNITY RESOURCES, LLC
A Texas limited liability company

By: _____

Mark Mersman
President

EXHIBIT D-1

Form of Memorandum of Management Agreement with Power of Attorney

Document Prepared By,
Recording Requested By and
When Recorded Return To:

Unity Resources, LLC
5600 Tennyson Parkway, Suite 115
Plano, Texas 75024
Telephone: (972) 378-0261

Signature of Preparer:

_____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF MANAGEMENT AGREEMENT WITH POWER OF ATTORNEY

THIS MEMORANDUM OF MANAGEMENT AGREEMENT WITH POWER OF ATTORNEY, by and between UNITY RESOURCES, LLC, a Texas limited liability company, hereinafter referred to as "Manager" whose address is 5600 Tennyson Parkway, Suite 115, Plano, Texas 75024, and the Interest Owners identified on Exhibit A attached, individually and collectively referred to as "Interest Owner," whose addresses are as provided thereon.

RECITALS:

A. The Interest Owner and Manager have entered into a Management Agreement with Power of Attorney (the ***"Management Agreement")*** of even date herewith.

B. The parties hereto desire to enter into this Memorandum of Management Agreement with Power of Attorney to give record notice of the existence of said Management Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Legal Description of Interests.** All of the rights, powers and authority granted by Interest Owner to Manager are granted with respect to certain undivided non-possessory Mineral Interests, Royalty Interests and/or Overriding Royalty Interests, including any after-discovered interests, which were sold to the Interest Owner on even date herewith in those certain oil, gas and/or mineral properties described below:

See Attached Exhibit B
Unity Properties Interests

2. **General Powers.** Interest Owner has appointed Manager as manager of Interest Owner's Interests and has authorized Manager to accept on Interest Owner's behalf, and make cash distributions to Interest Owner from, the proceeds of oil and gas royalties resulting from Interest Owner's ownership of the Interests and to engage on Interest Owner's behalf in any and all activities related or incidental to Interest Owner's ownership of the Interests, including, but not limited to, those activities set forth in paragraph 4 below.

3. **Power of Attorney.** Pursuant to Article II of the Management Agreement, the Interest Owner granted to Manager the following powers, rights and authority:

(a) Execution of Instruments; Collection and Disbursements. Interest Owner made, constituted and appointed, and hereby makes, constitutes and appoints, Manager its true and lawful attorney-in-fact for it and in its name, place and stead, and for its use and benefit, from time to time to execute, acknowledge, swear to and/or file or record with any person or jurisdiction all instruments necessary to conduct the activities described in the Management Agreement, including but not limited to, the power, but not the obligation, to bring legal action for, collect and receive all proceeds from the sales of oil, gas and/or hydrocarbons from and/or revenues from and/or attributable to the Interests and to pay all costs attributable to the Interests of Interest Owner, and to remit the difference between such revenues and costs, if any, to Interest Owner.

(b) Broad Powers. Each power of attorney granted or any component thereof is construed as broadly as possible, including, without limitation, to enable Manager to perform its obligations under the terms of the Management Agreement and may be filed or recorded as necessary with any legal or other authority, including, without limitation, to ensure that Manager will be able to perform its obligations.

(c) Good Faith. All acts done and documents executed or signed by Manager in good faith in the purported exercise of any power conferred on it under the Management Agreement are valid and binding on Interest Owner for all purposes.

(d) Survival of Power of Attorney. The power of attorney granted to Manager is coupled with an interest and shall survive the death, disability or legal incapacity of Interest Owner and shall be binding on its heirs, personal representatives, successors and assigns.

4. **Specific Powers.** Interest Owner granted the following specific powers to the Manager, as manager and as attorney-in-fact, which such specific powers are representative of, but in no way exhaustive of, the rights granted:

(a) Substitutions. Interest Owner hereby confirms Manager may negotiate and acquire substitute Interests in other oil and gas royalties, mineral rights, overriding royalty rights or similar interests;

(b) Division Orders. Interest Owner hereby confirms Manager may receive, review, approve, amend, dispute, correct and contest any and all division orders, indemnifying division orders, amended division orders, transfer orders or amended transfer orders relating to the Interests. Interest Owner hereby confirms Manager may bring action to correct any error contained in any document listed above;

(c) Corrective Deeds and Recording. Interest Owner hereby confirms Manager may draft, execute and deliver corrective deeds to re-convey, clarify or otherwise correct any Interests erroneously transferred to the Interest Owner, including any surface rights, possessory interests, net profit interests, working interests or other rights not intended to be transferred to Interest Owner according to the terms of the Management Agreement;

(d) Execution. Interest Owner hereby confirms Manager may execute and deliver any and all documentation, including, but not limited to, pooling agreements, oil and gas leases, ratifications, unit agreements, stipulations of interest, affidavits, corrective deeds and geophysical permits, deemed by Manager to be reasonably necessary to carry out any purpose set forth in the Management Agreement in general;

(e) Leases. Interest Owner hereby confirms Manager may negotiate and consummate any and all leases covering the Interests or any part thereof for the purpose of exploring for or producing oil, gas or other hydrocarbons or related minerals, and additionally that Manager may receive, on behalf of Interest Owner, any and all payments associated with said negotiated and consummated lease, including, but not limited to, bonuses, delay rentals, shut in royalties and lease royalties, and to remit such revenues to Interest Owner, subject to the provisions of the Management Agreement;

(f) Taxes. Interest Owner hereby confirms Manager may pay any taxes assessed against any of the Interests and may either bill Interest Owner for such amount paid or deduct the amount of taxes from other revenues in the possession of Manager, or any affiliated entities, which are due and owing to Interest Owner relating to the Interests; and

(g) Collection of Funds. Interest Owner hereby authorizes Manager to collect any and all bonuses, delay rentals, shut in rental, royalty payments and all other payments made under any of the Interests covered hereby on behalf of Interest Owner and to make distributions directly to Interest Owner or its designee, at reasonable times.

5. **Revocation**. The Management Agreement may be revoked at any time by Interest Owner by (a) giving written notice to Manager at least sixty (60) days prior to the effective date of the revocation specified therein and (b) causing a notice, certificate, affidavit or other instrument providing notice of such termination (a "Termination Notice") to be filed of record in the counties and states in which the Interests are located. Manager may terminate the Management Agreement upon written notice to Interest Owner at least thirty (30) days prior to the effective date of the termination date specified therein.

6. **Collections; Distributions**. Unless and until Interest Owner shall cause a Termination Notice to be filed for record in the counties and states in which the Interests are located, Manager shall have the right, power and authority to collect any and all bonus, delay rental, shut in rental and royalty payments and all other payments made under any of the Interests covered hereby, on behalf of Interest Owner, and to make distributions directly to Interest Holder or its designee, at reasonable times.

7. **Record Notice.** The purpose of this Memorandum of Management Agreement with Power of Attorney is to give record notice of the existence of the aforesaid Management Agreement. Any third party may rely upon this Memorandum of Management Agreement with Power of Attorney as to the power and authority of the Manager with respect to the Interests until such time as a Termination Notice is executed by the Interest Owner and recorded in the land records of the states and counties in which the Interests are located.

8. **Counterparts.** This Memorandum may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts shall together constitute but one agreement.

Execution Occurs On Following Pages

IN WITNESS WHEREOF, the parties have executed this Memorandum of Management Agreement with Power of Attorney and have caused their hands and seals to be affixed thereto the day and year acknowledged by their signatures below.

Manager:

Unity Resources, LLC, a Texas limited liability company

By: _____

Name: _____

Its: _____

Date: _____

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on this the ____ day of _____, 2011, by _____, as _____, of Unity Resources, LLC, a Texas limited liability company, a on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

Execution by Interest Owner Occurs on Following Page

Interest Owner:

_____
(Signature)

Name: _____
(Printed Name of Interest Owner)

Date: _____

Interest Owner:

_____
(Signature)

Name: _____
(Printed Name of Interest Owner)

Date: _____

ACKNOWLEDGMENT

STATE OF _____ }
} ss.
COUNTY OF _____ }

On this _____ day of _____, 2011, the undersigned, a Notary Public in and for the said County and
(Day) (Month)
State, hereby certifies that before me personally appeared, _____, who executed the foregoing
(Name of Interest Owner)
instrument and acknowledged the due execution of the said instrument to be his/her free and voluntary act and deed.

Witness my hand and Notarial Seal.

_____
Print Name: _____
County of _____
State of _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____ }
} ss.
COUNTY OF _____ }

On this _____ day of _____, 2011, the undersigned, a Notary Public in and for the said County and
(Day) (Month)
State, hereby certifies that before me personally appeared, _____, who executed the foregoing
(Name of Interest Owner)
instrument and acknowledged the due execution of the said instrument to be his/her free and voluntary act and deed.

Witness my hand and Notarial Seal.

_____
Print Name: _____
County of _____
State of _____
My Commission Expires: _____

(Spouse/Co-Tenancy Signature Page)

Interest Owner:

_____
(Signature)

Name: _____
(Printed Name of Interest Owner)

Date: _____

ACKNOWLEDGMENT

STATE OF _____ }
} ss.
COUNTY OF _____ }

On this _____ day of _____, 2011, the undersigned, a Notary Public in and for the said County and
(Day) (Month)
State, hereby certifies that before me personally appeared, _____, who executed the foregoing
(Name of Interest Owner)
instrument and acknowledged the due execution of the said instrument to be his/her free and voluntary act and deed.

Witness my hand and Notarial Seal.

_____
Print Name: _____
County of _____
State of _____
My Commission Expires: _____

(Individual Signature Page)

Interest Owner:

_____
(Name of Interest Owner)

By: _____
(Signature)

Name: _____
(Print name of Signatory)

Its: _____
(Title of Signatory)

Date: _____

ACKNOWLEDGMENT

STATE OF _____ }
} ss.
COUNTY OF _____ }

On this _____ day of _____, 2011, the undersigned, a Notary Public in and for the said County and State, hereby certifies that before me personally appeared, _____, known to me or proved to me on the basis of satisfactory evidence, to be the _____ of _____, who, having been duly authorized, executed the foregoing and acknowledged the due execution of the said instrument to be the free and voluntary act and deed for the uses and purposes therein stated.

(Day) (Month) (Name of Signatory) (Title of Signatory) (Name of Interest Owner)

Witness my hand and Notarial Seal.

_____
Print Name: _____
County of _____
State of _____
My Commission Expires: _____

(Entity/Trust Signature Page)

EXHIBIT A

List of Interest Owners

Name of Interest Owner	Address of Interest Owner	Percentage of Interest

EXHIBIT B

Unity Properties Interests

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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