

NAME: _____

SUBSCRIPTION BOOKLET
FOR
UNITS OF LIMITED LIABILITY COMPANY INTEREST
IN
UNITY 11-F, LLC

October 18, 2011

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INSTRUCTIONS TO INVESTORS

If you wish to purchase units of limited liability company interest in UNITY 11-F, LLC (the "Company") as described in the Confidential Private Placement Memorandum please take the following steps:

1. Complete, sign and date the signature page of the Subscription Agreement (Document No. 1).
2. Complete, sign and date the Questionnaire (Document No. 2).
3. Complete, sign and date the signature page and power of attorney of the Limited Liability Company (Document No. 3).
4. Complete, sign and date the Quality Control Questionnaire (Document No. 4).
5. All checks should be made payable to: **Unity 11-F, LLC**. Company checks will not be accepted, except for a purchase by that company itself.
6. Complete, sign and date the Form W-9 (Document No. 5).
7. Return this Subscription Booklet, along with payment of the purchase price for the units you wish to purchase, to the following address:

Unity 11-F, LLC
c/o Unity Resources Management, LLC
5600 Tennyson Parkway, Suite 115
Plano, Texas 75024

Offerees must deliver this Subscription Booklet no later than 5:00 p.m. Central Standard Time on January 15, 2011 unless the offering is completed, withdrawn or terminated sooner or extended in our sole discretion. If you have any questions concerning this offering or how to complete this Subscription Booklet, please contact your broker.

Please retain the Confidential Private Placement Memorandum and the attached Company Agreement in a secure place for future reference.

We may, in our sole and absolute discretion, reject all or part of your subscription without liability to you. Your execution of the documents in this Subscription Booklet and our acceptance of your subscription constitutes your execution of the Company Agreement and your agreement to be bound by its terms as a member, including the granting of a special power of attorney to us appointing us as the members' lawful representative to make, execute, sign, swear to, and file any amendment to it, governmental reports, certifications, contracts, and other items.

Subscription proceeds of the Company will be held in a separate interest-bearing account with **PlainsCapital Bank**.

When required by the context, use in this Subscription Booklet of the singular shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice-versa.

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SUBSCRIPTION AGREEMENT

TO: Unity Resources Management, LLC
5600 Tennyson Parkway, Suite 115
Plano, Texas 75024

Re: Unity 11-F, LLC, a Texas limited liability company (the "Company").

1. Subscription. The undersigned hereby applies to purchase units in the Company to the extent of _____ Units (fill in number of Units), in the amount of \$200,000 per Unit or \$100,000 per one-half Unit. The Manager, in its sole discretion, may accept applications for less than one-half Unit or for lesser fractional Units. The undersigned agrees to contribute as initial capitalization the sum of \$ _____. **Checks should be made payable to "Unity 11-F, LLC," unless directed otherwise by the Manager.**

2. Acceptance or Rejection. The undersigned understands that the Manager, Unity Resources Management, LLC. ("Unity"), in its sole discretion and for any reason, may accept or reject this Subscription and tender of initial capitalization, in whole or in part.

3. Interest-bearing Account. The undersigned understands that the total amount submitted will be deposited in an interest-bearing account and will be promptly returned to the undersigned if: (a) this Subscription has not been accepted and is subsequently rejected by the Manager as provided in the Company Agreement (the "Company Agreement");

4. Information. The undersigned acknowledges that: (1) the information received concerning participation in the Company was made only through direct, personal communication between the undersigned and a representative of the Manager; (2) the undersigned has received and read a copy of the Confidential Private Placement Memorandum (the "Memorandum") and the Company Agreement, including all exhibits and supporting documents thereto; (3) the undersigned has had the opportunity to obtain all additional information desired in order to verify or supplement the material contained in the Memorandum; and (4) the undersigned has been advised in writing by the Manager that a Subscriber must be prepared to bear the economic risk of such participation for an indefinite period because of (a) the nature of a limited liability company in oil and/or gas exploration and development; and (b) the substantial restrictions on transfer of the Units as set forth in, among other documents, this Subscription Agreement and the Company Agreement. By executing this Agreement, the undersigned warrants and represents that the undersigned is financially able to bear the risk of losing his entire capital contribution.

5. Execution of Agreement. When accepted by the Manager, in whole or in part, this Agreement shall be valid and binding on the undersigned and the Company for all purposes. The undersigned represents and warrants that the undersigned has received, read and understands the Company Agreement. The signature of the undersigned to this Subscription Agreement may be deemed for all purposes as the execution of the Company Agreement by the undersigned to the same extent and effect as if the undersigned has signed the Company Agreement on the date of the acceptance of this Subscription by the Manager. The undersigned also agrees to execute the signature page to the Company Agreement and power of attorney provided to him with this Subscription Agreement (Document No. 3 to this Subscription Booklet) or a multiple original copy of such document.

6. Restrictions on Transfer. The undersigned understands and acknowledges that the Company Agreement contains certain provisions restricting the transfer of the Units applied for hereby and to which the undersigned will be bound. If this Subscription is accepted in whole or in part, the undersigned agrees that the undersigned will not sell or attempt to sell all or any part of the Units allocated to the undersigned unless he has complied with the restrictions on transfer contained in the Company Agreement.

7. Indemnification. The undersigned recognizes that the acceptance of his Subscription will be based upon his representations and warranties set forth herein and in other instruments and documents relating to the participation of the undersigned in the Company, and the undersigned hereby agrees to indemnify and defend the Manager and the Company and to hold such firms and each officer, director, agent, attorney and/or Subscriber thereof harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, to which they may be put or which they may incur by reason of, or in connection with, any misrepresentation made by the undersigned in this Subscription Agreement, the Questionnaire, or elsewhere, any breach by the undersigned of his warranties, and/or failure by him to fulfill any of his covenants or agreements set forth herein or elsewhere. In addition, any such breach shall result in forfeiture of his Company Units.

8. Confidentiality. The undersigned acknowledges and understands that upon his (her) acceptance as a member he (she) shall come into possession of confidential information which relates to the Company ("Confidential Information") including, but not limited to, specific information which relates to the individual members as well as the business of the Company. The undersigned agrees that he (she) will keep the Confidential

Information confidential and that no Confidential Information shall be disclosed or otherwise disseminated except when necessary for legitimate Company purposes. The undersigned acknowledges and agrees that in the event of any breach of this provision the Company would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, the undersigned agrees that in addition to any other remedy to which the Company may be entitled at law or in equity, the Company shall be entitled to an injunction (without posting of bond and without proof of actual damages) to prevent further breaches of this provision.

9. Entire Agreement. This writing, along with the Memorandum (and exhibits attached thereto) and the Questionnaire, contains the entire agreement of the parties with respect to the matters contained herein, supersedes all oral agreements and representations, and may be changed, altered or amended only by a writing specifically referring to this Subscription Agreement and signed by the party against whom enforcement of the change, alteration or amendment is sought.

10. Applicable Law. This Agreement will be construed according to the laws of the State of Texas, and is performable in the City of Dallas, Dallas County, Texas. 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. The undersigned expressly consents and submits to the jurisdiction of said courts and to venue being in Dallas County, Texas.

SIGNATURE PROVISIONS ARE ON THE NEXT PAGE

DATED: _____, 2011.

Subscription for _____ Unit(s), at \$200,000 per Unit (\$100,000 per one-half Unit) totaling \$_____.

Amount Enclosed: \$_____

Printed Name(s) for Ownership of Record

Applicant's Printed Name(s) for Ownership Record



Applicant's Signature



Co-Applicant's Printed Name(s) for Ownership Record



Co-Applicant's Signature



OWNERSHIP OF RECORD

- ☐ **Individual Ownership**
One Person owner.

Joint Account (Choose one)

- ☐ **Rights of Survivorship** ☐ **Tenancy in Common** ☐ **Community Property**
If one owner dies their interest in the account passes to the surviving owners. If one owner dies their interest passes to their estate. Equal ownership for married couples in AZ, CA, ID, LA, NV, NM, TX, WA, and WI.

- ☐ **Custodial Account**
UTMA/UGMA
Established by an adult for the benefit of a minor
State of _____
Formation: _____
Date of _____
Termination: _____

- ☐ **Other Forms of Ownership:** For example corporation, LLC, partnership, or trust

Description and include documentation:

Documentation required: Trust documents or articles of Organization and Certificate of Organization or Articles of Incorporation and Certificate of Incorporation or Partnership Agreement (or equivalent document).

UNITY 11-F, LLC

Please choose from ONE of the following three options for receipt of distributions

I. DISTRIBUTION ADDRESS

**ELECTRONICALLY DEPOSITED
(ACH Transactions ONLY; NOT FOR WIRE USE)**

Name of Financial Institution: _____

ABA Number _____ Account Number: _____

Name on Account: _____

Type of Account: _____ Checking/Broker _____ Savings

II. DISTRIBUTION ADDRESS

**DISTRIBUTION MAILED TO FINANCIAL INSTITUTION
(Account number required)**

PAYEE: (Name check is to be made out to) _____

Street or P.O. Box: _____

City, State, Zip Code: _____

For the Benefit of (Name): _____

Account Number: _____

III. DISTRIBUTION ADDRESS

**DISTRIBUTION MAILED TO BUSINESS OR RESIDENTIAL
ADDRESS**

Name: _____

Address: _____

City, State, Zip Code: _____

Applicant's signature is required in order to process the above information

Applicant's Name*: (Print) _____ Date: _____

Applicant's Signature*: (Sign) _____ Date: _____

*By signing above, the applicant hereby authorizes Blue Diamond Royalty Management, LLC, and its successors and assigns, to electronically deposit any distributions of the Company in the account listed under option I if I is chosen by the applicant, or to otherwise mail a check for any distributions of the Company to the address provided in option I or II if either option I or II is chosen by the applicant. Blue Diamond Royalty Management, LLC, and its successors and assigns, will continue to rely on this information until notified otherwise by the applicant in writing.

ACCEPTANCE OF SUBSCRIPTION

UNITY 11-F, LLC hereby accepts the foregoing subscription as of the _____ day of _____, 2011.

Subscription Amount Accepted
<input type="checkbox"/> Check this box if entire Subscription Amount accepted
Other \$ _____

UNITY 11-F, LLC

By: Unity Resources Management, LLC
 its Manager

Name: _____

Name/ Title: Mark Mersman - President

QUESTIONNAIRE

TO: Unity Resources Management, LLC
5600 Tennyson Parkway, Suite 115
Plano, Texas 75024

Re: Unity 11-F, LLC
A Texas Limited Liability Company (the "Company")

Gentlemen:

I, the undersigned, hereby acknowledge receipt from Unity Resources Management, LLC ("Unity"), in its capacity as the Manager of the captioned Company of a Confidential Private Placement Memorandum, together with all exhibits thereto, relating to the units of limited liability company interests ("Units") in the Company.

As a condition to participating as a member, and knowing that you will rely upon the statements made herein in determining the suitability of the undersigned as a member in the Company:

(Please initial and complete paragraph 1a. below.)

_____ 1a. Please complete the following:

<i>Primary Applicant</i> (Individual, Trust or Entity)		<i>Co-Applicant</i> (Individual, Trustee or Member)	
Name(First)	Middle Last	Name(First)	Middle Last
Home Street Address(No P.O. Boxes)		Home Street Address(No P.O. Boxes)	
City, State & Zip		City, State & Zip	
Mailing Address (If different from above)		Mailing Address (If different from above)	
Home Phone Number	Business Phone Number	Home Phone Number	Business Phone Number
Cell Phone Number		Cell Phone Number	
Email Address		Email Address	
Date of Birth(mm/dd/yyyy)	Social Security No. (Tax ID)	Date of Birth(mm/dd/yyyy)	Social Security No. (Tax ID)
Driver's License Number & State		Driver's License Number & State	
Country of Citizenship <input type="checkbox"/> USA <input type="checkbox"/> Other_____	Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other_____	Countries of Citizenship <input type="checkbox"/> USA <input type="checkbox"/> Other_____	Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other_____

Questionnaire Continued On Next Page

Primary Applicant (Individual, Trust or Entity)			Co-Applicant (Individual, Trustee or Member)		
Employment Status <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Not employed			Employment Status <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Not employed		
Employer	Industry	Occupation\Position	Employer	Industry	Occupation\Position
Employer\ Business Street Address			Employer\ Business Street Address		
Employer Business City, State & Zip			Employer Business City, State & Zip		
Are you employed by a registered securities broker\dealer, investment advisor, bank or other financial institution?			Are you employed by a registered securities broker\dealer, investment advisor, bank or other financial institution?		
Are you a director, 10% shareholder or policy-maker of a publicly traded company?			Are you a director, 10% shareholder or policy-maker of a publicly traded company?		
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced	Number of Dependents		Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced	Number of Dependents	

(For business entities, please also initial and complete 1b. below.)

_____ 1b. (If the undersigned is a business entity) The undersigned is a business entity incorporated or organized under the laws of the State of _____ and (if a partnership) all of its general partners are residents of the State(s) of _____. The undersigned was formed on _____, 20__ and is engaged in a regular business not solely related to the Company contemplated hereby.

2. If the undersigned decides to participate in the Company and his or her Subscription Agreement is accepted, the Units acquired by the undersigned will be acquired for the account of the undersigned only, and not for the account or benefit, in whole or in part, of any other person or business entity, and the undersigned has no present intention of selling or distributing the same or any part thereof. The undersigned understands that the Units may be sold only in accordance with the provisions contained in the Company Agreement (the "Agreement") of the Company and in the Subscription Agreement.

3. Any funds which may be tendered for participation in the Company will not represent funds borrowed by the undersigned from any person or lending institution except to the extent that the undersigned has a source of repaying such funds other than from the sale of the Units so subscribed. Such Units will not have been pledged or otherwise hypothecated for any such borrowing.

(Initial paragraph 4 below and all applicable subparagraphs.)

_____ 4. The undersigned meets the definition of an "accredited investor" for securities law purposes. An "accredited investor" as defined in Section 501(A) of Regulation D under the Securities Act of 1933, as amended (the "Act") means any person who comes within any of the following categories:

_____ (1) any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000 (excluding the value of the person's primary residence);

_____ (2) any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

_____ (3) any entity in which all of the equity owners are accredited investors;

_____ (4) any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii);

_____ (5) any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

_____ (6) any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the 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; any insurance company as defined in section 2(13) of the 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) of the Small Business Investment Act of 1958; any 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, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of that Employee Retirement Income Security Act of 1974 if 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 adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ (7) any private business development company as defined in section 202(a)(22) of Investment Advisers Act of 1940; and

_____ (8) any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

5. My investment objective with respect to this Company is speculation. (Please complete the following).

5a. My investment experience is: ☐ None ☐ Limited ☐ Good ☐ Extensive

5b. Although my Investment Objective¹ with respect to this Company is speculation, my general Investment Objective is: ☐ Capital Preservation ☐ Income ☐ Growth ☐ Speculation

5c. Have you previously participated in other private placement investments? ☐ Yes ☐ No

5d. State the types of investments in which you have previously participated (e.g., real estate, oil and gas drilling and/or lease acquisition, stocks, bonds, equipment leasing, agriculture, or commodities and the form of ownership, such as direct ownership, limited partnerships, etc.):

<u>Amount of Investment</u>	<u>Types of Investment</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

¹**Investment Objectives:** Participation in the Company is speculative. **Capital Preservation** seeks to protect initial capital by investments that minimize the potential for loss of principal. The long term risk of capital preservation is that returns may not keep pace with inflation. An **Income** objective seeks current income rather than long-term growth of principal. A **growth** objective seeks to increase the value of an investment over time with the risk of volatility. **Speculation** assumes a higher degree of risk of loss in anticipation of potentially higher than average returns.

Investment Strategy: Risk tolerance is a measure of willingness to accept investment risk in exchange for higher potential returns. Keeping in mind and acknowledging that participation in the Company is an aggressive and speculative investment strategy, please rank your general investment strategy from 1 through 3 with one being most important and three being least important to you.

_____ **Aggressive**

You are willing to take higher than average risk in return for a higher than average profit potential and are most capable of tolerating volatility and uncertainty.

_____ **Moderate**

You are willing to take greater risks than a conservative investor but you are not an aggressive investor.

_____ **Conservative**

You are willing to accept potentially lower total returns to minimize investment risk and preserve capital.

6. The undersigned warrants and represents that notwithstanding his (her) age, financial position and general health that he (she) is capable of and has made an independent investment decision that participation in the Company is a suitable investment for him (her).

7. The undersigned will rely solely upon the Confidential Private Placement Memorandum and the independent investigations made by the undersigned, in making the decision to participate in the Company. The undersigned has been advised that there has not been and is not now a public market for the Units and that there is little possibility that such a market will develop in the future. The undersigned understands and realizes that the Units cannot be readily sold or liquidated in case of an emergency or other financial need and further that in any event, the transfer of the Units is restricted in such a manner so that any proposed sale could be significantly delayed since the sale of Units is subject to the first refusal of the other members. The undersigned hereby represents and warrants to the Company that sufficient liquid assets are otherwise available to the undersigned so that participation in the Company will cause no undue financial difficulties.

8. The undersigned is aware that Unity Resources Management, LLC (the Manager) and its Affiliates are and may in the future be engaged in businesses which are competitive with the business of the Company as described in the Confidential Private Placement Memorandum and agrees and consents to such activities, even though there are conflicts of interest inherent therein.

9. The undersigned understands that the Confidential Private Placement Memorandum and any other attachments to the Confidential Private Placement Memorandum are confidential, and represents and warrants that he or she will not reproduce or distribute same in whole or in part nor divulge any of their contents without the prior written consent of the Manager. The undersigned further represents that should he or she not be interested in pursuing further negotiations or participation in the Units referred to herein, he or she will promptly return the Confidential Private Placement Memorandum to the Manager.

10. The undersigned acknowledges and understands that upon his acceptance as a member he shall come into possession of confidential information which relates to the Company ("Confidential Information") including, but not limited to, specific information which relates to the individual members as well as the business of the Company. The undersigned agrees that he will keep the Confidential Information confidential and that no Confidential Information shall be disclosed or otherwise disseminated except when necessary for legitimate Company purposes. The undersigned acknowledges and agrees that in the event of any breach of this provision the Company would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, the undersigned agrees that in addition to any other remedy to which the Company may be entitled at law or in equity, the Company shall be entitled to an injunction (without posting of bond and without proof of actual damages) to prevent further breaches of this provision.

11. The undersigned warrants and represents that notwithstanding his age, financial position and general health, that he is capable of and has made an independent investment decision, that participation in the Company is a suitable investment for him.

12. The undersigned recognizes that the acceptance of his or her participation will be based upon his or her representations and warranties set forth herein above and the statements made by him or her herein or elsewhere in any document or instrument relating to the Company, and he or she hereby agrees to indemnify and defend the Manager

and its Affiliates and the Company and to hold such firms and each officer, director, member, agent and attorney thereof harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, to which they may be put or which they may incur by reason of, or in connection with, any misrepresentation made by him or her herein, any breach by the undersigned of his or her warranties and/or failure by him or her to fulfill any of his or her covenants or agreements set forth herein or arising out of his or her participation or acceptance in the Company in violation of state or federal laws.

EXECUTED this ____ day of _____, 2011.

Applicant's Printed Name(s) for Ownership Record



Applicant's Signature



Co-Applicant's Printed Name(s) for Ownership Record



Co-Applicant's Signature



EXECUTION PAGE AND POWER OF ATTORNEY

COMPANY AGREEMENT

OF

**UNITY 11-F, LLC
(A TEXAS LIMITED LIABILITY COMPANY)**

The undersigned acknowledges that he or she has received a copy of the Company Agreement, the Confidential Private Placement Memorandum to which such Company Agreement is attached as an exhibit and has read and understands same and the restrictions of the Company Agreement including, but not limited to the restrictions on transfer of members' interests in the Company (Units), all as set forth in the Company Agreement, and to the same extent and effect as if the undersigned executed the original of the Company Agreement.

In addition and by his or her execution hereof, the undersigned hereby constitutes and appoints Unity Resources Management, LLC, in its capacity as Manager of the captioned Company, and/or any duly authorized officer thereof with full power of substitution in the premises, as his true and lawful attorney-in-fact, for him and in his name, place and stead and for his use and benefit to attach this EXECUTION PAGE AND POWER OF ATTORNEY to the Company Agreement and to execute, acknowledge, swear to, certify, verify, deliver, record, file and publish as necessary:

(1) Any certificate, document or instrument as may be required, necessary or desirable under the laws of the State of Texas or the laws of any other state in which the captioned Company may be qualified, reformed or conducting business; and

(2) All instruments that reflect a change in the Company or change in, or amendment to this Agreement by a Vote of the members.

The undersigned further authorizes such attorney-in-fact to take any further action that such attorney-in-fact considers necessary or advisable in connection with any of the foregoing, hereby giving such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite or advisable to be done in and about the foregoing as fully and to the same extent as such investor member might or could do if personally present, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof; provided, that in no event may the Manager utilize this power of attorney to cast any vote or consent of the undersigned as to the matters with respect to which the members are entitled to Vote under the terms of this Agreement or by law.

The undersigned hereby agrees to be bound by any representations made by the Manager acting in good faith pursuant to such power of attorney; and hereby waives any and all defenses which may be available to contest, negate, or disaffirm the action of the Manager taken in good faith under such power of attorney.

The undersigned has and does hereby agree to execute any and all additional forms, documents or instruments as may be reasonably necessary or required by the Manager to evidence this power of attorney. This power of attorney shall be deemed coupled with an interest and shall survive the death or disability of the undersigned, or the assignment or transfer of the undersigned's interest in the Company, until the transferee(s) or assignee(s) shall become a substitute member as required by the Company Agreement, or shall have otherwise executed such instrument(s) as the Manager reasonably deems to be necessary to bind such transferee(s) or assignee(s) under the terms of the Company Agreement, as from time to time amended, and the terms of this power of attorney.

IN WITNESS WHEREOF, the undersigned has executed this EXECUTION PAGE AND POWER OF ATTORNEY as of the ____ day of _____, 2011.

MEMBER:

Applicant's Signature



Name Printed or Typed



Business or Entity



Co-Applicant's Printed Name(s) for Ownership Record



Co-Applicant's Signature



UNITY 11-F, LLC





QUALITY CONTROL QUESTIONNAIRE

TO ENSURE QUALITY OF YOUR TRANSACTION, PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE, SIGN BELOW AND RETURN WITH YOUR FUNDS AND REQUIRED DOCUMENTS TO:

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

- | | | | |
|---------------------------|--------------------------|-----|--|
| <input type="radio"/> Yes | <input type="radio"/> No | (1) | Were all of your questions regarding this company answered timely and satisfactorily? |
| <input type="radio"/> Yes | <input type="radio"/> No | (2) | Did the information given to you conform to and clarify the written material you received? |
| <input type="radio"/> Yes | <input type="radio"/> No | (3) | Did you receive the Confidential Private Placement Memorandum? |
| <input type="radio"/> Yes | <input type="radio"/> No | (4) | Were all of your questions answered about the information contained in the Confidential Private Placement Memorandum? |
| <input type="radio"/> Yes | <input type="radio"/> No | (5) | Did the company officer discuss the company, and your participation in it, in a professional manner? |
| <input type="radio"/> Yes | <input type="radio"/> No | (6) | Did the company officer advise you that there are no guarantees regarding the future price of oil or gas, the amount of oil or gas which may be produced from any company property or the amount of return on your investment from this program? |
| <input type="radio"/> Yes | <input type="radio"/> No | (7) | Have you carefully reviewed the information you presented on the prior pages and made certain it is complete and accurate? |

Please provide us with any additional comments in the space provided below:

<hr/>		<hr/>	
Applicant's Signature		Co-Applicant's Signature	
<hr/>		<hr/>	
Applicant's Name Printed or Typed		Co-Applicant's Printed Name(s) for Ownership Record	

(This page intentionally left blank.)

DOCUMENT NO. 5

FORM W-9

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): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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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