

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

**FORM 8-K**

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the

Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 8, 2015

**Unit Corporation**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction  
of incorporation)

1-9260  
(Commission File Number)

73-1283193  
(I.R.S. Employer  
Identification No.)

7130 South Lewis, Suite 1000, Tulsa, Oklahoma  
(Address of principal executive offices)

74136  
(Zip Code)

Registrant's telephone number, including area code: (918) 493-7700

Not Applicable  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Section 5 - Corporate Governance and Management.

### **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(e) On December 8, 2015, the Company approved certain amendments to the following Company-sponsored plans: the Separation Benefit Plan of Unit Corporation and Participating Subsidiaries and the Special Separation Benefit Plan of Unit Corporation and Participating Subsidiaries (together, the "Plans"); the first plan applies generally to all salaried employees of the company and the latter plan applies to salaried employees who will have less than twenty years of service at the time of their Separation of Service and who have been approved for participation in that plan. The Plans provide for certain Weekly Separation Benefits to be paid to employees on a Separation of Service (as defined in the Plans) based on formulas set forth in the Plans. The December 8, 2015 amendments to the Plans changed the formula for determining the payouts at the time of a Separation of Service under the Plans. Before the amendment, the Plans provided that the Weekly Separation Benefit payable to an Eligible Employee would be calculated by dividing the Eligible Employee's average Base Salary for the one year period ending immediately before the date of the Separation from Service by 52 to calculate the Weekly Separation Benefit. Under the amended Plans, the formula to determine the Weekly Separation Benefit will be determined by taking the Eligible Employee's highest annual salary for the five year period before the date of the Separation from Service and dividing it by 52 to determine the Weekly Separation Benefit amount. If the Eligible Employee's salary is materially reduced in one year of that five year period preceding the Separation of Service as compared to his or her annual salary in any of the other years in the five years before the date of the Separation of Service, application of the amended formula for determining the Weekly Separation Benefit would result in an increased Separation Benefit award for the Eligible Employee as compared to an award determination made under the previous version of the Plans.

The descriptions of the amendments set forth above are qualified in all respects by reference to the full text of the Plans which are filed as Exhibit 10.1 and 10.2 to this Form 8-K and incorporated by reference in this Item 5.02(e). Additional information regarding the Plans (before the above-described amendments) can also be found in the Company's proxy statement for its 2015 annual stockholders meeting, which was filed with the Securities and Exchange Commission on March 25, 2015.

The amendments to the Plans are effective as of December 8, 2015.

## Section 9 - Financial Statements and Exhibits.

### **Item 9.01 Financial Statements and Exhibits.**

#### (d) Exhibits.

- 10.1 Separation Benefit Plan of Unit Corporation and Participating Subsidiaries
- 10.2 Special Separation Benefit Plan of Unit Corporation

### SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Unit Corporation

Date: December 14, 2015

By: /s/ Mark E. Schell  
Mark E. Schell  
Senior Vice President and  
General Counsel

## **EXHIBIT INDEX**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	Separation Benefit Plan of Unit Corporation and Participating Subsidiaries
10.2	Special Separation Benefit Plan of Unit Corporation

**SEPARATION BENEFIT PLAN OF  
UNIT CORPORATION AND PARTICIPATING SUBSIDIARIES**

**as amended and restated effective  
December 8, 2015**

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# SEPARATION BENEFIT PLAN OF UNIT CORPORATION AND PARTICIPATING SUBSIDIARIES

## Introduction

The purpose of this Plan is to provide financial assistance to Eligible Employees whose employment has terminated under certain conditions, in consideration of the waiver and release by those employees of any claims arising or alleged to arise from their employment or the termination of employment. No employee is entitled to any payment under this Plan except in exchange for and on the Employing Company's receipt of a written waiver and release given in accordance with the provisions of this Plan.

## ARTICLE I. SCOPE

**Section 1.1 Name.** This Plan shall be known as the Separation Benefit Plan of Unit Corporation and Participating Subsidiaries. The Plan is an "employee benefit plan" governed by the Employee Retirement Income Security Act of 1974, as amended, ("ERISA").

**Section 1.2 Plan Year.** The Plan Year is the calendar year.

## ARTICLE II. DEFINITIONS

**Section 2.1 "Base Salary"** means the regular basic cash remuneration before deductions for taxes and other items withheld, and without regard to any salary reduction under any plans maintained by an Employing Company under Sections 401(k) or 125 of the Code, payable to an Employee for services rendered to an Employing Company, but not including pay for Bonuses, incentive compensation, special pay, awards or commissions.

**Section 2.2 "Beneficiary"** means the person designated by an Eligible Employee in a written instrument filed with an Employing Company to receive benefits under this Plan.

**Section 2.3 "Board of Directors"** means the board of directors of the Company.

**Section 2.4 "Bonus"** means any annual incentive compensation paid to an Employee over and above Base Salary earned and paid in cash or otherwise.

**Section 2.5 "Change in Control"** of the Company shall be deemed to have occurred as of the first day that any one or more of the following conditions shall have been satisfied:

- (i) On the close of business on the tenth day following the time the Company learns of the acquisition by any individual entity or group (a "Person"), including any "person" within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act, of beneficial ownership within the meaning of Rule 13d-3 promulgated under the Exchange Act, of 15% or more of either (i) the then outstanding shares of Common Stock of the Company (the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of Directors (the "Outstanding Company Voting Securities"); excluding

however, the following: (A) any acquisition directly from the Company (excluding any acquisition resulting from the exercise of an exercise, conversion or exchange privilege unless the security being so exercised, converted or exchanged was acquired directly from the Company); (B) any acquisition by the Company; (C) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company; (D) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (iii) of this definition; (E) any acquisition by the George Kaiser Family Foundation ("GKFF") as long as the acquisition does not cause GKFF's total ownership to exceed 25% of our issued and outstanding shares of common stock; and (F) if the Board of Directors of the Company determines in good faith that a Person became the beneficial owner of 15% or more of the Outstanding Company Common Stock inadvertently (including, without limitation, because (A) such Person was unaware that it beneficially owned a percentage of Outstanding Company Common Stock that would cause a Change in Control or (B) such Person was aware of the extent of its beneficial ownership of Outstanding Company Common Stock but had no actual knowledge of the consequences of such beneficial ownership under this Plan) and without any intention of changing or influencing control of the Company, then the beneficial ownership of Outstanding Company Common Stock by that Person shall not be deemed to be or to have become a Change in Control for any purposes of this Plan unless and until such Person shall have failed to divest itself, as soon as practicable (as determined, in good faith, by the Board of Directors of the Company), of beneficial ownership of a sufficient number of Outstanding Company Common Stock so that such Person's beneficial ownership of Outstanding Company Common Stock would no longer otherwise qualify as a Change in Control;

(ii) individuals who, as of the date hereof, constitute the Board of Directors (the "Incumbent Board") cease for any reason to constitute at least a majority of such Board; provided that any individual who becomes a Director of the Company subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by the vote of at least a majority of the Directors then comprising the Incumbent Board shall be deemed a member of the Incumbent Board; and provided further, that any individual who was initially elected as a Director of the Company as a result of an actual or threatened election contest, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act, or any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall not be deemed a member of the Incumbent Board;

(iii) approval by the stockholders of the company of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Corporate Transaction"); excluding, however, a Corporate Transaction pursuant to which (i) all or substantially all of the individuals or entities who are the beneficial owners, respectively, of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 70% of, respectively, the outstanding shares of common stock, and the combined voting power of the outstanding securities of such corporation entitled to vote generally in the election of Directors, as the case may be, of the corporation resulting from such Corporate



Transaction (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Company Common stock and the Outstanding Company Voting Securities, as the case may be (ii) no Person (other than: the Company; the corporation resulting from such Corporate Transaction; and any Person which beneficially owned immediately prior to such Corporate Transaction, directly or indirectly, 25% or more of the Outstanding Company Common Stock or the Outstanding Voting Securities, as the case may be) will beneficially own, directly or indirectly, 25% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding securities of such corporation entitled to vote generally in the election of Directors and (iii) individuals who were members of the Incumbent Board will constitute a majority of the members of the Board of Directors of the corporation resulting from such Corporate Transaction; or

(iv) approval by the stockholders of the Company of a plan of complete liquidation or dissolution of the Company.

**Section 2.6 "Change of Control Contract"** means a Unit Corporation Key Employee Change of Control Contract entered into between Un Corporation and the individual identified in such agreement as "Executive".

**Section 2.7 "Code"** means the Internal Revenue Code of 1986, as amended from time to time.

**Section 2.8 "Company"** means Unit Corporation, the sponsor of this Plan.

**Section 2.9 "Comparable Position"** means a job with an Employing Company or successor company at the same or higher Base Salary as an Employee's current job and at a work location within reasonable commuting distance from an Employee's home, as determined by the Employee's Employing Company.

**Section 2.10 "Compensation Committee"** means the Committee established and appointed by the Board of Directors or by a committee of the Board of Directors.

**Section 2.11 "Completed Year of Service"** means the period of time beginning with an Employee's date of hire or the anniversary of the date of hire and ending twelve months thereafter.

**Section 2.12 "Discharge for Cause"** means termination of the Employee's employment by the Employing Company due to:

(i) the consistent failure of the Employee to perform the Employee's prescribed duties to the Employing Company (other than any such failure resulting from the Employee's incapacity due to physical or mental illness);

- (ii) the commission by the Employee of a wrongful act that caused or was reasonably likely to cause damage to the Employing Company;
- (iii) an act of gross negligence, fraud, unfair competition, dishonesty or misrepresentation in the performance of the Employee's duties on behalf of the Employing Company;
- (iv) the conviction of or the entry of a plea of nolo contendere by the Employee to any felony or the conviction of or the entry of a plea of nolo contendere to any offense involving dishonesty, breach of trust or moral turpitude; or
- (v) a breach of an Employee's fiduciary duty involving personal profit.

**Section 2.13 "Eligible Employee"** means an Employee who is determined to be eligible to participate in this Plan and receive benefits under Article III.

**Section 2.14 "Employee"**

**2.14.1** "Employee" means a person who is

- (i) a regular full-time salaried employee of the Employing Company principally employed in the continental United States, Alaska or Hawaii;
- (ii) employed by an Employing Company for work on a regular full-time salaried schedule of at least 40 hours per week for an indefinite period; or
- (iii) a regular employee who has been demoted or transferred from a full-time salaried position to an hourly position and who, in the discretion of Employing Company at the time of such demotion or transfer, is deemed to retain his or her eligibility to participate in the Plan.

**2.14.2** "Employee" does not, under any circumstance, mean a person who is

- (i) an employee whose compensation is determined on an hourly basis or who holds a position with the Employing Company that is generally characterized as an "hourly" position, except where a specific employee is, after demotion, deemed to be eligible to participate in the Plan under subsection 2.14.1(iii), above;
- (ii) an employee who is classified by the Employing Company as a temporary employee;
- (iii) an employee who is a member of a bargaining unit unless the employee's union has bargained this Plan pursuant to a current collective bargaining agreement between the Employing Company and the union or the employee's union bargains this Plan pursuant to the bargaining obligations mandated by the National Labor Relations Act;

(iv) an employee retained by the Employing Company under a written contract, other than a Change of Control Contract; or

(v) any worker who is retained by the Company or Employing Company as a "independent contractor," "leased employee," or "temporary employee" but who is reclassified as an "employee" of the Company or Employing Company by a state or federal agency or court of competent jurisdiction.

**Section 2.15 "Employing Company"** means the Company or any subsidiary of the Company electing to participate in this Plan under the provisions of Section 7.1.

**Section 2.16 "ERISA"** means the Employee Retirement Income Security Act of 1974, as from time to time amended, and all regulations and rulings issued thereunder by governmental administrative bodies.

**Section 2.17 "Human Resources Director"** means the Human Resources Director of the Company.

**Section 2.18 "Plan"** means the Separation Benefit Plan of Unit Corporation and Participating Subsidiaries, as set forth in this document and as may be amended from time to time.

**Section 2.19 "Separation Agreement"** means the agreement between an Employee and the Employing Company in which the Employee waives and releases the Company, Employing Company and other potentially related parties from certain claims in exchange for and in consideration of payments of the Separation Benefit, to which the Employee would not otherwise be entitled.

**Section 2.20 "Separation Benefit"** means the benefit provided for under this Plan as determined under Article III.

**Section 2.21 "Separation Period"** means the period of time over which an Eligible Employee receives Separation Benefits under the Plan.

**Section 2.22 "Separation from Service"** shall mean an Employee's "separation from service" as determined by the Company in accordance with Section 409A of the Code. A Separation from Service shall be effective on the date specified by the Employing Company (the "Termination Date").

**Section 2.23 "Specified Employee"** means those employees of the Company or an Employing Company who are determined by the Compensation Committee to be a "specified employee" in accordance with Section 409A of the Code and the regulations promulgated thereunder.

**Section 2.24 "Years of Service"** means the sum of the number of continuous Completed Years of Service as an Employee of an Employing Company during the period of employment beginning with the Employee's most recent hire date and ending with the Employee's most recent termination date. Provided, in the event an Employee was a member of

the Board of Directors of an Employing Company prior to (or after) the adoption of the August 21, 2007 Amendment to the Plan, that Employee shall be credited with the period of time beginning with his date of hire with an Employing Company, and the provisions in Section 2.14(b)(vi) of any prior version of the Plan shall be disregarded.

### **ARTICLE III. BENEFITS**

**Section 3.1 Eligibility.** Each Employee who (i) has at least one active Year of Service with an Employing Company immediately before the date of his or her Separation from Service, (ii) complies with all administrative requirements of this Plan, including the provisions of Article V, and (iii) works through his/her Termination Date and is not engaged in a strike or lockout as of the Termination Date, is eligible to participate in this Plan and, subject to all the terms of the Plan, receive benefits as provided in this Article III. An Employee is ineligible to participate in this Plan if that Employee fails to satisfy any of the requirements of this Plan including, but not limited to, failure to establish that his or her termination met the requirements for a Separation from Service. Additionally, an Employee shall be ineligible to participate in this Plan if that Employee's termination of employment results from:

- (i) A Discharge for Cause,
- (ii) A court decree or government action or recommendation having an effect on an Employing Company's operations or manpower involving rationing or price control or any other similar type cause beyond the control of an Employing Company,
- (iii) Before a Change in Control, an offer to the Employee of a position with an Employing Company, or affiliate, regardless of whether the position offered provides comparable wages and benefits to the position formerly held by the Employee,
- (iv) A termination under which an Employee accepts any benefits under an incentive retirement plan or other severance or termination benefits program, contract or plan (other than a Change of Control Contract) offered by the Company or the Employing Company,
- (v) An Employee who has a written employment contract which contains severance provisions (other than a Change of Control Contract),
- (vi) The failure of an Employee to report to work as required by his or her Employing Company,
- (vii) A temporary work cessation due to strikes, lockouts or similar reasons,
- (viii) The divestiture of any business of an Employing Company if the Employee is offered a Comparable Position by the purchaser or successor of such business, an affiliate thereof, or an affiliate of an Employing Company, or
- (ix) A termination of the Employee if the Employee is offered a Comparable Position arranged for or secured by an Employing Company.

**Section 3.2 Separation Benefit.** A Separation Benefit shall be provided for Eligible Employees under the provisions of this Article III.

**Section 3.3 Separation Benefit Amount.** The Separation Benefit payable to an Eligible Employee under this Plan shall be based, in part, on his/her Years of Service with the Employing Company. The formula for determining an Eligible Employee's Separation Benefit payment shall be calculated by dividing the Eligible Employee's highest annual Base Salary during the five year period ending immediately before the date of Separation from Service by 52 to calculate the weekly separation benefit (the "Weekly Separation Benefit"). The amount of the Separation Benefit payable to the Eligible Employee shall then be determined in accordance with the following applicable provision:

**3.3.1 Involuntary separation** - In the event the Separation from Service is the result of an Employing Company terminating the employment of the Eligible Employee, the Separation Benefit shall be determined according to the following schedule:

**Involuntary Separation  
Schedule of Separation Benefits**

Years of Service	Number of Weekly Separation Benefit Payments	Years of Service	Number of Weekly Separation Benefit Payments
1	4	14	56
2	8	15	60
3	12	16	64
4	16	17	68
5	20	18	72
6	24	19	76
7	28	20	80
8	32	21	84
9	36	22	88
10	40	23	92
11	44	24	96
12	48	25	100
13	52	26 or more	104

**3.3.2 Voluntary separation or death of the Eligible Employee** - In the event the Separation from Service is the result of the Eligible Employee's own action (such as by way of example and not limitation, quitting, resignation or retirement) or is as a result of the Eligible Employee's death, the Separation Benefit shall be determined according to the following Schedule:

**Voluntary Separation  
Schedule of Separation Benefits**

Years of Service	Number of Weekly Separation Benefit Payments
1-19	0
20	80
21	84
22	88
23	92
24	96
25	100
26 or more	104

Under certain exceptional circumstances the Compensation Committee may, in its sole and absolute discretion, choose to treat a voluntary separation as an involuntary separation and allow an Eligible Employee to receive Separation Benefits in accordance with the schedule set forth in Section 3.3.1.

**Section 3.4 Separation Benefit Limitation.** Notwithstanding anything in this Plan to the contrary, the Separation Benefit payable to any Eligible Employee under this Plan shall never exceed the lesser of (i) 104 Weekly Separation Benefit payments; or (ii) the amount permitted under ERISA to maintain this Plan as a welfare benefit plan. The benefits payable under this Plan shall be inclusive of and offset by any amounts paid under federal, state, local or foreign government worker notification (e.g., Worker Adjustment and Retraining Notification Act) or office closing requirements.

**Section 3.5 Withholding Tax.** The Employing Company shall deduct from the amount of any Separation Benefits payable under this Plan, an amount required to be withheld by the Employing Company by reason of any law or regulation, for the payment of taxes or otherwise to any federal, state, local or foreign government. In determining the amount of any applicable tax, the Employing Company shall be entitled to rely on the number of personal exemptions on the official form(s) filed by the Eligible Employee with the Employing Company for purposes of income tax withholding on regular wages.

**Section 3.6 Reemployment of an Eligible Employee.** Entitlement to the unpaid balance of any Separation Benefit due an Eligible Employee under this Plan shall be revoked immediately on reemployment of the person as an Employee of an Employing Company. Any unpaid balance shall not be payable in any future period.

However, if the person's reemployment is subsequently terminated and he or she then becomes entitled to a Separation Benefit under this Plan, Years of Service for the period of re-

employment shall be added to that portion of his or her prior service represented by the unpaid balance or the revoked entitlement for the prior Separation Benefit.

**Section 3.7 Integration with Disability Benefits.** The Separation Benefit payable to an Eligible Employee with respect to any Separation Period shall be reduced (but not below zero) by the amount of any disability benefit payable from any disability plan or program sponsored or contributed to by an Employing Company. The amount of any resulting reduction shall not be paid to the Eligible Employee in any future period.

**Section 3.8 Plan Benefit Offset.** The amount of any severance or separation type payment that an Employing Company is or was obligated to pay to an Eligible Employee under any law, decree, or court award, because of the Eligible Employee's termination of employment from an Employing Company shall reduce the amount of Separation Benefit otherwise payable under this Plan. Notwithstanding the immediately preceding sentence, the term of this Section 3.8 shall not be applicable to any benefits paid under a Change of Control Contract.

**Section 3.9 Recoupment.** An Employing Company may deduct from the Separation Benefit any amount owing to an Employing Company from:

- (i) the Eligible Employee, or
- (ii) the executor or administrator of the Eligible Employee's estate.

**Section 3.10 Completion of Twenty Years of Service.** Any Eligible Employee who completes Twenty Years of Service before the termination of this Plan shall be vested in his/her Separation Benefit notwithstanding the subsequent termination of this Plan before that Eligible Employee's Separation from Service. Any Separation Benefit deemed to have vested under this section shall be payable on such Eligible Employee's Separation from Service with the Employing Company and shall be paid in accordance with the greater of (1) the Plan provisions in effect immediately before the termination of this Plan and (2) the Plan provisions in effect on the date the Eligible Employee completed Twenty Years of Service.

**Section 3.11 Change in Control.** Unless otherwise provided in writing by the Board of Directors before a Change in Control of the Company, all Eligible Employees shall be vested in his/her Separation Benefit as of the date of the Change in Control based on the Eligible Employee's then Years of Service as determined by reference to the schedule set forth in Section 3.3.1 of this Plan. Any Separation Benefit deemed to have vested under this section shall be payable on the Eligible Employee's Separation from Service with the Employing Company and shall be paid in accordance with the Plan provision in effect immediately before the Change in Control.

#### **ARTICLE IV. METHOD OF PAYMENT**

**Section 4.1 Separation Benefit Payment.** The Separation Benefit shall be paid in equal installments in the same manner as wages were paid to the Employee and, subject to Section 4.4, the installments shall begin no later than 60 days following the Termination Date. Notwithstanding anything in the Plan to the contrary, the Separation Period for an Eligible

Employee shall never exceed the amount of time permitted under ERISA to maintain this Plan as a welfare benefit plan. If under the payment schedule set forth in this Plan, the Separation Period will expire before the full payment of the Separation Benefit owed to an Eligible Employee under this Plan, then the total amount unpaid as of the final installment shall be paid to the Eligible Employee in the final installment.

## **Section 4.2 Protection of Business**

**4.2.1** Any Eligible Employee who receives Separation Benefits under Section 3.3.2 of this Plan agrees that, in consideration of the Separation Benefits, the Employee will not, in any capacity, directly or indirectly, and on his or her own behalf or on behalf of any other person or entity, during the period of time he or she is receiving Separation Benefits, either (a) solicit or attempt to induce any current customer of the Employing Company to cease doing business with the Employing Company; (b) solicit or attempt to induce any employee of the Employing Company to sever the employment relationship; (c) compete against the Employing Company; (d) injure the Employing Company and the Company, in their business activities or its reputation; or (e) act as an employee, independent contractor, or service provider of a person or entity that is a competitor of the Employing Company or injures the Employing Company or the Company, its business activities or its reputation (collectively, the "Protection of Business Requirements"). The Compensation Committee in its sole discretion shall decide whether any Eligible Employee is in violation of this Section.

**4.2.2** Except as provided in the next paragraph and/or the Separation Agreement, in the event the Eligible Employee violates the Protection of Business Requirements of this Section (or the like provisions of his or her Separation Agreement), the Eligible Employee shall not be entitled to any further payments of Separation Benefits under this Plan and shall be obligated to repay the Employing Company all monies previously received as Separation Benefits from the date of the violation forward.

**4.2.3** In the event of a Change in Control, the Eligible Employee's obligations under this Section shall expire and be canceled, and the Eligible Employee shall be entitled to Separation Benefits under this Plan in accordance with its terms even if he or she engages in conduct that would otherwise violate the Protection of Business Requirements in this Section.

**4.2.4** The Plan shall maintain records for each Eligible Employee that is eligible for Separation Benefits and for each Eligible Employee that actually receives Separation Benefits (including relevant dates, claim records, appeal records, payment amounts, etc.).

**4.2.5** The Plan shall pay benefits to Eligible Employees on a regular basis. The Plan shall process and pay Separation Benefits on a regular basis, and adjudicate claims for denied or terminated Separation Benefits.

**4.2.6** The Compensation Committee shall have the ultimate ongoing administrative duty to monitor and investigate the activities of Eligible Employees to ensure they are in compliance with the Protection of Business Requirements. As set forth



in this Plan, the Compensation Committee shall have discretion to determine on an ongoing basis whether each Eligible Employee receiving Separation Benefits remains in compliance with the Plan's Protection of Business Requirements during the period the Eligible Employee is receiving Separation Benefits.

**4.2.7** The Compensation Committee shall have full and sole discretion to determine eligibility for Separation Benefits and to construe the terms of the Plan.

**4.2.8** By accepting Separation Benefits, an Eligible Employee certifies that he/she is in compliance with the Protection of Business Requirements. Eligible employees must notify the Plan, through the Human Resources Director, of any change of employer, employment status, or job status or responsibilities, while eligible for Separation Benefits. Additionally, Eligible Employees receiving benefits must complete and submit to the Plan on request a form certifying that they are in compliance with the Protection of Business Requirements. The Human Resources Director shall review such forms and make preliminary decisions regarding whether the Eligible Employee is in compliance with the Protection of Business Requirements.

**4.2.9** As a condition to receiving Separation Benefits or coverage, Eligible Employees and their employers must fully cooperate with any inquiry or investigation by the Plan concerning the Protection of Business Requirements. If the Eligible Employee or employer fails to fully cooperate with any such inquiry or investigation, the Eligible Employee shall be deemed to have been in violation of the Protection of Business Requirements, and shall therefore forfeit any further benefits under the Plan and shall be obligated to repay the Employing Company all monies previously received as Separation Benefits.

**4.2.10** The Company shall maintain a projection of the amount of money that will be required for the Company to fulfill its unfunded obligation under the Plan to make payments to various Eligible Employees at different times.

### **Section 4.3 Death**

**4.3.1 Separation from Service as a result of death.** In the event that the Eligible Employee's Separation from Service is as a result of the Eligible Employee's death, the Separation Benefit shall be paid to the Eligible Employee's Beneficiary in accordance with the provisions of Section 3.3.2 and 4.1, above. If there is no designated, living Beneficiary, payments shall be paid to the executor or administrator of the Eligible Employee's estate.

Payments shall be made to the Eligible Employee's Beneficiary, notwithstanding the Eligible Employee's failure to meet the waiver and release conditions of Article V of this Plan.

**4.3.2 Death Subsequent to Separation from Service.** In the event that an Eligible Employee's death occurs after the date of Separation from Service, and before receipt of any or all of the benefits to which the Eligible Employee was entitled under this Plan, then the payments shall be made to the Eligible Employee's Beneficiary in

accordance with the provisions of Section 3.3 and 4.1, above. If there is no designated living Beneficiary, payments shall be paid to the executor or administrator of the Eligible Employee's estate.

**Section 4.4 Payment to Specified Employees Upon Separation from Service.** In no event shall a Specified Employee receive a payment under this Plan following a Separation from Service before the first business day of the seventh month following the date of Separation from Service, unless the Separation from Service results from death. Any amounts which would otherwise be payable to the Specified Employee during the six month period may, at the Employing Company's discretion, be accumulated and paid on the first day of the seventh month following the date of the Specified Employee's Separation from Service.

## **ARTICLE V. WAIVER AND RELEASE OF CLAIMS**

**Section 5.1 Waiver and Release of Claims.** Except as provided in Section 4.3.1, it is a condition of this Plan that no Separation Benefit shall be paid to or for any Employee except on due signing and delivery to the Employing Company by that Employee of a Separation Agreement in substantially the form attached to this Plan as Attachment "A" or "B" or such other form as may be designated as the required Separation Agreement from time to time in the discretion of the Employing Company, by which the Employee waives and releases the Company, the Employing Company, their subsidiaries and their officers, directors, agents, employees and affiliates from all claims arising or alleged to arise out of his or her employment or the Separation from Service including, but not limited to the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, as amended, and all other state and federal laws governing the Employee's employment. The waiver and release provided in the Separation Agreement is being given in exchange for and in consideration of payment of the Separation Benefit, to which the Employee would not otherwise be entitled. The determination of whether the Employee shall be required to sign a Separation Agreement in the form shown by Attachment "A," "B" or otherwise shall be within the sole discretion of the Employing Company.

In connection with the signing of the Separation Agreement, the following procedures shall be followed (except as modified from time to time, in the discretion of the Employing Company): the Employee shall be advised in writing, by receiving the written text of the Separation Agreement so stating, to consult a lawyer before signing the Separation Agreement; the Employee shall be given either twenty-one (21) days (if Attachment "A" is used), or forty-five (45) days (if Attachment "B" is used) to consider the Separation Agreement before signing; after signing, the Employee shall have seven (7) days in which to revoke the Separation Agreement; and the Separation Agreement shall not take effect until the seven (7) day revocation period has passed. In the event the designated period for executing the Separation Agreement (including the revocation period) spans two tax years of the Employee, the installment payments under Section 4.1 shall automatically commence in the second tax year of the Employee, regardless of when the revocation period expires.

In addition, if Attachment "B" is used, the Employee shall be given a written statement identifying for the Employee the class, unit or group of persons eligible to participate in the Plan

and any time limits for eligibility under the Plan, the job titles and ages of all persons eligible or selected for separation under the Plan in the same job classification or organizational unit, and the ages of all persons not eligible or selected for separation under the Plan.

## **ARTICLE VI. FUNDING**

**Section 6.1 Funding.** This Plan is an unfunded employee welfare benefit plan under ERISA established by the Company. Benefits payable to Eligible Employees shall be paid out of the general assets of the Company or the Employing Company. The Employing Company shall not be required to establish any special or separate fund or to make any other segregation of assets to assure the payment of any Separation Benefits under this Plan.

## **ARTICLE VII. OPERATION**

**Section 7.1 Employing Company Participation.** Any subsidiary or affiliate of the Company, at the discretion of the Company, may participate as an Employing Company in the Plan on the following conditions:

(i) Such entity shall make, sign and deliver such instruments as the Company shall deem necessary or desirable;

(ii) Such entity may withdraw from participation as an Employing Company in accordance with Section 7.3, in which event the entity may continue the provisions of this Plan as its own plan, and may thereafter, with respect thereto, exercise all of the rights and powers theretofore reserved to the Company; and

(iii) Any modification or amendment of this Plan made or adopted by the Company shall be deemed to have been accepted by each Employing Company.

**Section 7.2 Status of Subsidiaries or Affiliates.** The authority of each subsidiary or affiliate to act independently and in accordance with its own best judgment shall not be prejudiced or diminished by its participation in this Plan and at the same time the Employing Companies may act collectively in respect of general administration of this Plan in order to secure administrative economies and maximum uniformity.

**Section 7.3 Termination by an Employing Company.** Any Employing Company other than the Company may withdraw from participation in the Plan at any time by delivering to the Compensation Committee written notification to that effect signed by the Employing Company's chief executive officer or his delegate. Withdrawal by any Employing Company under this Section or complete discontinuance of Separation Benefits under this Plan by any Employing Company other than the Company, shall constitute termination of this Plan with respect to such Employing Company, but such actions shall not affect any Separation Benefit that has become payable to an Eligible Employee, and such benefit shall continue to be paid in accordance with the Plan provisions in effect at the time of the Separation from Service.

## ARTICLE VIII. ADMINISTRATION

**Section 8.1 Named Fiduciary.** This Plan shall be administered by the Company acting through the Compensation Committee or such other person as may be designated by the Company from time to time. The Compensation Committee shall be the "Administrator" of the Plan and shall be, in its capacity as Administrator, a "Named Fiduciary," as those terms are defined or used in ERISA.

**Section 8.2 Fiduciary Responsibilities.** The named fiduciary shall fulfill the duties and requirements of a fiduciary under ERISA and is the Plan's agent for service of legal process. The named fiduciary may designate other persons to carry out the fiduciary responsibilities and may cancel any designation. A person may serve in more than one fiduciary or administrative capacity with respect to this Plan. The named fiduciary shall periodically review the performance of the fiduciary responsibilities by each designated person.

**Section 8.3 Specific Fiduciary Responsibilities.** The Compensation Committee shall be responsible for the general administration and interpretation of the Plan and the proper carrying out of its provisions and shall have full discretion to carry out its duties. In addition to any powers of the Compensation Committee specified elsewhere in this Plan, the Compensation Committee shall have all discretionary powers necessary to discharge its duties under this Plan, including, but not limited to, the following discretionary powers and duties:

- (i) To interpret or construe the terms of this Plan, including eligibility to participate, and resolve ambiguities, inconsistencies and omissions;
- (ii) To make and enforce such rules and regulations and prescribe the use of the forms as it deems necessary or appropriate for the efficient administration of the Plan;
- (iii) To decide all questions concerning this Plan and the eligibility of any person to participate in this Plan; and
- (iv) To determine eligibility for benefits under this Plan.

**Section 8.4 Allocations and Delegations of Responsibility.** The Board of Directors and the Compensation Committee, respectively, shall have the authority to delegate, from time to time, all or any part of its responsibilities under this Plan to those person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibility. Any action of the delegate in the exercise of such delegated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Board of Directors or the Compensation Committee. The Company, the Board of Directors and the Compensation Committee shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Board of Directors or the Compensation Committee, as applicable, concerning the discharge of the delegated responsibilities.

The Board of Directors and the Compensation Committee, respectively, shall have the authority to allocate, from time to time, all or any part of its responsibilities under this Plan to one or more of its members as it may deem advisable, and in the same manner to remove such

allocation of responsibilities. Any action of the member to whom responsibilities are allocated in the exercise of such allocated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Board of Directors or the Compensation Committee. The Company, the Board of Directors and the Compensation Committee shall not be liable for any acts or omissions of such member. The member to whom responsibilities have been allocated shall report periodically to the Board of Directors or the Compensation Committee, as applicable, concerning the discharge of the allocated responsibilities.

**Section 8.5 Advisors.** The named fiduciary or any person designated by the named fiduciary to carry out fiduciary responsibilities may employ one or more persons to render advice with respect to any responsibility imposed by this Plan.

**Section 8.6 Plan Determination.** The determination of the Compensation Committee as to any question involving the general administration and interpretation or construction of the Plan shall be within its sole discretion and shall be final, conclusive and binding on all persons, except as otherwise provided herein or by law.

**Section 8.7 Modification and Termination.** Benefits under this Plan are not vested except as specifically stated otherwise in this Plan document, and may be changed, modified or terminated at any time, either individually or on a Plan-wide basis. The Company may at any time, without notice or consent of any person, terminate or modify this Plan in whole or in part, and such termination or modification shall apply to existing as well as to future employees. However, such actions shall not affect any Separation Benefit that has become payable to an Eligible Employee as a result of that Employee's Separation from Service before the amendment date, and such benefit shall continue to be paid in accordance with the Plan provisions in effect on the date of such Eligible Employee's Separation from Service.

**Section 8.8 Indemnification.** To the extent permitted by law, the Company shall indemnify and hold harmless the members of the Board of Directors, the Compensation Committee members, and any employee to whom any fiduciary responsibility with respect to this Plan is allocated or delegated to, and against any and all liabilities, costs and expenses incurred by any such person as a result of any act, or omission to act, in connection with the performance of his/her duties, responsibilities and obligations under this Plan, ERISA and other applicable law, other than such liabilities, costs and expenses as may result from the gross negligence or willful misconduct of any such person. The foregoing right of indemnification shall be in addition to any other right to which any such person may be entitled as a matter of law or otherwise. The Company may obtain, pay for and keep current a policy or policies of insurance, insuring the members of the Board of Directors, the Compensation Committee members and any other employees who have any fiduciary responsibility with respect to this Plan from and against any and all liabilities, costs and expenses incurred by any such person as a result of any act, or omission, in connection with the performance of his/her duties, responsibilities and obligations under this Plan and under ERISA.

**Section 8.9 Successful Defense.** A person who has been wholly successful, on the merits or otherwise, in the defense of a civil or criminal action or proceeding or claim or demand

of the character described in Section 8.8 above shall be entitled to indemnification as authorized in Section 8.8.

**Section 8.10 Unsuccessful Defense.** Except as provided in Section 8.9, any indemnification under Section 8.8, unless ordered by a court of competent jurisdiction, shall be made by the Company only if authorized in the specific case:

**8.10.1** By the Board of Directors acting by a quorum consisting of directors who are not parties to such action, proceeding, claim or demand, upon a finding that the member of the Compensation Committee has met the standard of conduct set forth in Section 8.8; or

**8.10.2** If a quorum under Section 8.10.1 is not obtainable with due diligence the Board of Directors upon the opinion in writing of independent legal counsel (who may be counsel to any Employing Company) that indemnification is proper in the circumstances because the standard of conduct set forth in Section 8.8 has been met by such member of the Compensation Committee.

**Section 8.11 Advance Payments.** Expenses incurred in defending a civil or criminal action or proceeding or claim or demand may be paid by the Company or Employing Company, as applicable, in advance of the final disposition of such action or proceeding, claim or demand, if authorized in the manner specified in Section 8.10, except that, in view of the obligation of repayment set forth in Section 8.12, there need be no finding or opinion that the required standard of conduct has been met.

**Section 8.12 Repayment of Advance Payments.** All expenses incurred, in defending a civil or criminal action or proceeding, claim or demand, which are advanced by the Company or Employing Company, as applicable, under Section 8.11 shall be repaid if the person receiving such advance is ultimately found, under the procedures set forth in this Article VIII, not to be entitled to the extent the expenses so advanced by the Company exceed the indemnification to which he or she is entitled.

**Section 8.13 Right of Indemnification.** Notwithstanding the failure of the Company or Employing Company, as applicable, to provide indemnification in the manner set forth in Section 8.10 and 8.11, and despite any contrary resolution of the Board of Directors or of the shareholders in the specific case, if the member of the Compensation Committee has met the standard of conduct set forth in Section 8.8, the person made or threatened to be made a party to the action or proceeding or against whom the claim or demand has been made, shall have the legal right to indemnification from the Company or Employing Company, as applicable, as a matter of contract by virtue of this Plan, it being the intention that each such person shall have the right to enforce such right of indemnification against the Company or Employing Company, as applicable, in any court of competent jurisdiction.

## **ARTICLE IX. EFFECTIVE DATE**

**Section 9.1 Effective Date.** This Plan became effective December 14, 2004, and is hereby amended and restated effective as of December 8, 2015.

**ARTICLE X.  
MISCELLANEOUS**

**Section 10.1 Assignment.** An Employee's right to benefits under this Plan shall not be assigned, transferred, pledged, encumbered in any way or subject to attachment or garnishment, and any attempted assignment, transfer, pledge, encumbrance, attachment, garnishment or other disposition of such benefits shall be null and void and without effect.

**Section 10.2 Governing Law.** The Plan shall be construed and administered in accordance with ERISA and with the laws of the State of Oklahoma, to the extent such State laws are not preempted by ERISA. If any part of the Plan is held by a court of competent jurisdiction to be void or voidable, such holding shall not apply to render void or voidable the provisions of the Plan not encompassed in the court's holding. Where necessary to maintain the Plan's validity, a court of competent jurisdiction may modify the terms of this Plan to the extent necessary to effectuate its purposes as demonstrated by the terms and conditions stated herein.

**Section 10.3 Employing Company Records.** The records of the Employing Company with regard to any person's Eligible Employee status, Beneficiary status, employment history, Years of Service and all other relevant matters shall be conclusive for purposes of administration of the Plan.

**Section 10.4 Employment Non-Contractual.** This Plan is not intended to and does not create a contract of employment, express or implied, and an Employing Company may terminate the employment of any employee with or without cause as freely and with the same effect as if this Plan did not exist. Nothing contained in the Plan shall be deemed to qualify, limit or alter in any manner the Employing Company's sole and complete authority and discretion to establish, regulate, determine or modify at all times, the terms and conditions of employment, including, but not limited to, levels of employment, hours of work, the extent of hiring and employment termination, when and where work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be maintained or carried on, in the same manner and to the same extent as if this Plan were not in existence.

**Section 10.5 Taxes.** Neither an Employing Company nor any fiduciary of this Plan shall be liable for any taxes incurred by an Eligible Employee or Beneficiary for Separation Benefit payments made pursuant to this Plan.

**Section 10.6 Binding Effect.** This Plan shall be binding on the Company, any Employing Company and their successors and assigns, and the Employee, Employee's heirs, executors, administrators and legal representatives. As used in this Plan, the term "successor" shall include any person, firm, corporation or other business entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all of the assets or business of the Company or any Employing Company.

**Section 10.7 Entire Agreement.** This Plan constitutes the entire understanding between the parties hereto and may be modified only in accordance with the terms of this Plan.

## **Section 10.8 Decisions and Appeals.**

### **10.8.1 Manner and Content of Benefit Determination**

Within sixty (60) days from the date of an Employee's Separation from Service (or longer if special circumstances require), the Human Resources Director and the General Counsel shall provide the Employee with either an agreement and release offering Separation Benefits under the Plan or written or electronic notification of such Employee's ineligibility for or denial of Separation Benefits, either in whole or in part. If at any time the Human Resources Director and the General Counsel make any adverse benefit determination, such notification shall set forth, in a manner calculated to be understood by the Employee including the following:

- (i) the specific reason(s) for the adverse determination;
- (ii) references to the specific plan provisions upon which the determination is based;
- (iii) a description of any additional material or information necessary for the Employee to perfect the claim and an explanation of why such material or information is necessary;
- (iv) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Employee's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review under Section 10.8.3;
- (v) if the Plan utilizes a specific internal rule, guideline, protocol, or other similar criterion in making the determination, either the specific rule, guideline, protocol or other similar criterion; or a statement that such a rule, guideline, protocol or other similar criterion was relied upon and that a copy of such rule, guideline, protocol or similar criterion will be provided free of charge to the Employee upon request;

### **10.8.2 Appeal of Denied Claim and Review Procedure**

If an Employee does not agree with the reason for the denial or termination of Separation Benefits (including a denial or termination of benefits based on a determination of an Employee's eligibility to participate in the Plan), he/she may file a written appeal within 180 days after the receipt of the original claim determination. The request should state the basis for the disagreement along with any data, questions, or comments he/she thinks are appropriate, and should be sent to the office of the Human Resources Director.

The Compensation Committee shall conduct a full and fair review of the determination. The review shall not defer to the initial determination, and it shall take into account all comments, documents, records and other information submitted by the Eligible Employee without regard to whether such information was previously submitted or considered in the initial determination.



### 10.8.3 Manner and Content of Notification of Benefit Determination on Review

Within 60 days (or longer if special circumstances require), the Compensation Committee shall provide an Employee with written or electronic notification of any adverse benefit determination on review. The notification shall set forth, in a manner calculated to be understood by the Employee the following:

- (i) the specific reason(s) for the adverse determination on review;
- (ii) reference to the specific plan provisions upon which the review is based;
- (iii) a statement that the Employee is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to his claim for benefits;
- (iv) a statement describing any voluntary appeal procedures offered by the Plan and the Employee's right to obtain the information about such procedures, and a statement of the Employee's right to bring an action under section 502(a) of ERISA;
- (v) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination on review, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination on review and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the Employee upon request;
- (vi) the following statement: "Other voluntary alternative dispute resolution methods, such as mediation, may be available. You may seek additional information by contacting your local U.S. Department of Labor office and your State insurance regulatory agency."

**Section 10.9 Section 409A.** This Plan is intended to comply with Section 409A of the Code, the Treasury regulations and other guidance promulgated or issued thereunder ("Section 409A"), to the extent the requirements of Section 409A are applicable thereto, and the provisions of this Plan shall be construed in a manner consistent with that intention. Any provision required for compliance with Section 409A that is omitted from this Plan shall be incorporated herein by reference and shall apply retroactively, if necessary, and be deemed a part of this Plan to the same extent as though expressly set forth herein. For purposes of applying the provisions of Section 409A to this Plan, each separately identified amount to which an Employee is entitled under this Plan shall be treated as a separate payment within the meaning of Section 409A. In addition, any series of installment payments under this Plan, including the Separation Benefit, shall be treated as a right to a series of separate payments under Section 409A, including Treas. Reg. Section 1.409A-2(b)(2)(iii).

Neither the Company, nor the Employing Company, shall have any liability to the Employee with respect to the tax obligations that result under any tax law and makes no representation with respect to the tax treatment of payments and/or benefits provided under this Plan.

EXECUTED as of this 8<sup>th</sup> day of December, 2015.

**Unit Corporation**

**By:** /s/ Mark E. Schell  
**Mark E. Schell**  
**Senior Vice President and**  
**General Counsel**

To receive a Separation Benefit in connection with a reduction in force or other Termination of Employment affecting an employee, an Eligible Employee must sign the following Separation Agreement "A" provided by the Company:

### SEPARATION AGREEMENT "A"

(Employing Company) ("Unit") and (Employee Name) ("Employee" or, "you") hereby agree as follows:

Your employment will end/ended (**Date Employment Ends**).

In consideration for your agreement to the terms and conditions of this Separation Agreement ("Agreement"), Unit will pay you \$      .00 ("Separation Benefit"), in accordance with and subject to the terms of the Separation Benefit Plan of Unit Corporation and Participating Subsidiaries (the "Plan"). You agree to comply with all terms of the plan.

Payments will be paid in equal installments in the same manner as wages were paid to you.

You know that state and federal laws, including the Age Discrimination in Employment Act and Title VII of the Civil Rights Act of 1964, as amended prohibit employment discrimination based on age, sex, race, color, national origin, religion, handicap, disability, or veteran status, and that these laws are enforced through the United States Equal Employment Opportunity Commission ("EEOC"), United States Department of Labor, and State Human Right Agencies and courts of competent jurisdiction.

**YOU ARE ADVISED TO CONSULT AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.**

**YOU HAVE SEVEN DAYS AFTER RECEIVING THIS AGREEMENT TO CONSIDER WHETHER TO SIGN THIS AGREE  
YOU MAY SIGN THIS AGREEMENT BEFORE EXPIRATION OF THIS PERIOD OF TIME SHOULD YOU CHOOSE TO DO SO.**

In exchange for the Separation Benefit described in this Agreement, you agree, on behalf of yourself, your legal representatives, heirs and beneficiaries, to fully and forever relieve, release and discharge Unit, its past, present and future successors, assigns, parent, subsidiaries, operating units, affiliates and divisions (and the agents, representatives, managers, owners, shareholders, officers, directors, employees and attorneys of those entities) (collectively referred to in this Agreement as the "Released Parties"), from all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses, damages, actions, and causes of action, whether in law or in equity, whether known or unknown, suspected or unsuspected, arising from your employment with and termination from Unit, as well as any injuries or damages suffered during the course of your employment with Unit, including, but not limited to, any and all claims under Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*), as amended by the Civil Rights Act of 1991, which prohibits discrimination and/or harassment in employment based on race, color, national origin, religion or sex; the Civil Rights Act of 1966 (42 U.S.C. §1981, 1983 and 1985), which prohibits violations of civil rights; the Age Discrimination in Employment Act of 1967, as amended, (29 U.S.C. §621, *et seq.*), which prohibits age discrimination in employment; Section 510 of the Employment Retirement Income Security Act of 1974, as amended ("ERISA") (29 U.S.C. § 1140), which protects employees from employment discrimination relative to certain employee benefits; the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101, *et seq.*) which prohibits discrimination against the disabled; the Family and Medical Leave Act of 1993 (29 U.S.C. §2601, *et seq.*), which provides medical and family leave; the Genetic Information Nondiscrimination Act (42 U.S.C. § 2000ff-10) which prohibits discrimination based on genetic information; Uniformed

Services Employment and Re-Employment Rights Act of 1994 (38 U.S.C. §§ 430*et seq.*), which prohibits discrimination based on U.S. military service; the Fair Labor Standards Act (42 U.S.C. §201*et seq.*), including the Wage and Hour Laws relating to payment of wages; claims for Workers' Compensation and any and all other federal, state and local laws and regulations, including claims under applicable state anti-discrimination laws.

The waiver and release of liability in this Agreement also includes, but is not limited to, a release of the Released Parties by you of any claims for severance pay or severance benefits beyond those specifically set forth in this Agreement, breach of contract, mental pain suffering and anguish, emotional upset, impairment of economic opportunities, unlawful interference with employment rights, defamation, intentional or negligent infliction of emotional distress, fraud, wrongful termination, wrongful discharge in violation of public policy, breach of any express or implied covenant of good faith and fair dealing, that Unit has dealt with you unfairly or in bad faith, and all other common law contract and tort claims.

Nothing in this Agreement, however, releases or diminishes any claims for benefits to which you may be entitled from or under any plan of Unit that is governed by ERISA. Except as described below, you agree and covenant not to file any suit, charge or complaint against the Released Parties in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of your employment with Unit or separation from Unit. You further represent that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to your employment by Unit.

Despite the above provisions or anything else contained in this Agreement to the contrary, this Agreement does not operate to release any claims that may not be released as a matter of law or any claims or rights with respect to the Separation Benefit. Further, this Agreement will not prevent you from doing any of the following:

- a. obtaining unemployment compensation, state disability insurance or workers' compensation benefits from the appropriate agency of the state in which you live and work, *provided* you satisfy the legal requirements for those benefits (nothing in this Agreement, however, guarantees or otherwise constitutes a representation of any kind that you are entitled to those benefits);
- b. asserting any right that is created or preserved by this Agreement, like your right to receive the Separation Benefit; and
- c. filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, you agree that you are giving up (and hereby do give up) any rights to receive remedial relief (like reinstatement, back pay, or front pay) or monetary damages in any charge, complaint, or lawsuit filed by you or by anyone else on your behalf.

As further consideration for the payment of the Separation Benefit, you agree that you will not, in any capacity directly or indirectly and on your own behalf or on behalf of any other person or entity, during the period of time you are receiving Separation Benefits, either (a) solicit or attempt to induce any current customer of Unit to cease doing business with Unit or (b) solicit or attempt to induce any employee of Unit to sever the employment relationship (collectively, the "Protection of Business Requirements").

Except as provided in the next paragraph, in the event you violate the Protection of Business Requirements, you will not be entitled to any further payments of Separation Benefits under the Plan

or this Agreement and you will be obligated to repay Unit all Separation Benefit payments previously received under the Plan and this Agreement.

In the event of a Change in Control of Unit Corporation (as defined in the Plan), your obligations regarding the Protection of Business Requirement will expire and be canceled, and you will be entitled to Separation Benefits provided under the Plan in accordance with the terms of the Plan notwithstanding whether you thereafter engage in conduct that would otherwise violate the Protection of Business Requirements as described in this Agreement.

You agree that you have carefully read and fully understand all the provisions of this Agreement. This is the entire Agreement between you and Unit and is legally binding and enforceable. You agree that you have not relied on any representation or statement, written or oral, not set forth in this Agreement when signing this Agreement.

The parties agree that if a lawsuit relating or pertaining to this Agreement is filed, then the prevailing party will be entitled to collect from the other party the reasonable attorney fees, costs, charges, and expenses it incurs. For purposes of this paragraph, "prevailing party" means the party who has obtained the majority of relief on the disputed claim(s), whether by court order, verdict, or voluntary dismissal (except for in the case of a mutual settlement).

This Agreement shall be governed and interpreted under federal law and the laws of the State of Oklahoma, notwithstanding that State's choice of law provisions. If any part of this Agreement is held by a court of competent jurisdiction to be void or voidable, that holding will not apply to render void or voidable the provisions of this Agreement not encompassed in the court's holding. Where necessary to maintain this Agreement's validity, a court of competent jurisdiction may modify the terms of this Agreement to the extent necessary to effectuate its purposes as demonstrated by the terms and conditions stated in this Agreement.

You knowingly and voluntarily sign this Agreement.

1. You acknowledge **receipt** of this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2015;

**X** \_\_\_\_\_  
(Employee Name)

2. You acknowledge **signing** and, in signing, consenting to this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2015;

**X** \_\_\_\_\_  
(Employee Name)

(Company)

By: \_\_\_\_\_  
Mark E. Schell, Senior Vice President

Date: \_\_\_\_\_

DESIGNATION OF BENEFICIARY

**for Agreement made under the  
Separation Benefit Plan of Unit Corporation and Participating Subsidiaries**

A. Identification	
Participant Name:	[Employee Name]
Participant's Social Security Number:	XXX-XX- ____ ____ ____ (last 4 digits of SS#)

I hereby designate the following as my beneficiary(ies) entitled to receive any remaining payment(s) of my Separation Benefits that are subject to this Separation Agreement dated \_\_\_\_\_ (date employment ended).

B. Information Concerning The Primary Beneficiary(ies):				
First name, middle initial, and last name of each beneficiary	Address (including Zip Code) of each beneficiary	Date of Birth	Relationship	*Percentage of Undelivered Benefits
				TOTAL = 100%

[Designation of Beneficiary Continued on Next Page]

**Contingent Beneficiary(ies)** (applicable only if you are not survived by one or more primary beneficiaries)

C. Information Concerning The Contingent Beneficiary(ies):				
First name, middle initial, and last name of each beneficiary	Address (including Zip Code) of each beneficiary	Date of Birth	Relationship	*Percentage of Undelivered Benefits
				TOTAL = 100%

\* If no percentages are indicated, benefits will be divided equally between applicable beneficiaries.

It is understood that this Designation of Beneficiary is made under the Separation Benefit Plan of Unit Corporation and Participating Subsidiaries, as amended and restated effective December 31, 2012 and is subject to the terms and conditions stated in that plan, including the beneficiary’s survival of my death. If any of those conditions are not satisfied, those rights will transfer according to my will or the laws of descent and distribution.

It is further understood that all prior designations of beneficiary made by me under the plan, if any, with regard to this Separation Agreement are hereby revoked. I reserve the right to change (revoke) this Designation of Beneficiary. Any change of this designation of beneficiary must be in writing, signed by me and filed with the Company before my death.

**X** \_\_\_\_\_  
[Employee Name]

**X** \_\_\_\_\_  
Date

**X** \_\_\_\_\_  
Initials

To receive a Separation Benefit in connection with a reduction in force or other Termination of Employment affecting a group of employees, an Eligible Employee must sign the following Separation Agreement "B" provided by the Company:

### SEPARATION AGREEMENT "B"

(**Company Name**) ("Unit") and (**Employee Name**) ("Employee" or, "you") hereby agree as follows:

Your employment will end/ended on (**Date Employment Ended**).

In consideration for your agreement to the terms and conditions of this Separation Agreement ("Agreement"), Unit will pay you \$                     .00 ("Separation Benefit"), in accordance with, and subject to the terms of the Separation Benefit Plan of Unit Corporation and Participating Subsidiaries (the "Plan"). You agree to comply with all terms of the Plan.

Payments will be paid in equal installments in the same manner as wages were paid to you.

You know that state and federal laws, including the Age Discrimination in Employment Act and Title VII of the Civil Rights Act of 1964, as amended prohibit employment discrimination based upon age, sex, race, color, national origin, religion, handicap, disability, or veteran status, and that these laws are enforced through the United States Equal Employment Opportunity Commission ("EEOC"), United States Department of Labor, State Human Right Agencies and courts of competent jurisdiction.

**YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.**

**YOU HAVE FORTY FIVE DAYS AFTER RECEIVING THIS AGREEMENT, AND THE WRITTEN STATEMENT PROVIDED WITH THIS AGREEMENT, TO CONSIDER WHETHER TO SIGN THIS AGREEMENT. YOU MAY SIGN THIS AGREEMENT BEFORE EXPIRATION OF THIS PERIOD OF TIME SHOULD YOU CHOOSE TO DO SO.**

**AFTER SIGNING THIS AGREEMENT, YOU HAVE ANOTHER SEVEN DAYS IN WHICH TO REVOKE CONSENT TO THIS AGREEMENT. THIS AGREEMENT DOES NOT TAKE EFFECT UNTIL THOSE SEVEN DAYS HAVE PASSED, AND YOU WILL NOT BE ENTITLED TO ANY BENEFITS UNDER THIS AGREEMENT UNTIL THE REVOCATION PERIOD HAS EXPIRED.**

**YOU ACKNOWLEDGE THAT, ALONG WITH THIS AGREEMENT, YOU HAVE BEEN GIVEN A WRITTEN STATEMENT WHICH DESCRIBES THE CLASS, UNIT, OR GROUP OF INDIVIDUALS COVERED BY THE PLAN, ELIGIBILITY FOR BENEFITS UNDER THE PLAN, AND ANY TIME LIMITS APPLICABLE TO THE PLAN; AND (B) THE JOB TITLES AND AGES OF INDIVIDUALS ELIGIBLE OR SELECTED FOR TERMINATION UNDER THE PLAN WITH YOU, AND THE AGES AND TITLES OF ALL INDIVIDUALS IN THE SAME JOB CLASSIFICATION OR TITLE AS THOSE EMPLOYEES ELIGIBLE OR SELECTED FOR TERMINATION UNDER THE PLAN WHO ARE NOT ELIGIBLE OR SELECTED FOR TERMINATION.**

In exchange for the Separation Benefit, you agree, on behalf of yourself, your legal representatives, heirs and beneficiaries, to fully and forever relieve, release and discharge Unit, its past, present and future successors, assigns, parent, subsidiaries, operating units, affiliates and divisions (and the agents, representatives, managers, owners, shareholders, officers, directors, employees and attorneys of those entities) (collectively referred to in this Agreement as the "Released Parties"), from all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses, damages, actions, and causes of action, whether in law or in equity, whether known or unknown, suspected or unsuspected, arising from your employment with and termination from Unit, as well as any injuries or damages

B-1 of 5

X \_\_\_\_\_  
Initials



suffered during the course of your employment with Unit, including, but not limited to, any and all claims under Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, *et seq.*), as amended by the Civil Rights Act of 1991, which prohibits discrimination and/or harassment in employment based on race, color, national origin, religion or sex; the Civil Rights Act of 1966 (42 U.S.C. §1981, 1983 and 1985), which prohibits violations of civil rights; the Age Discrimination in Employment Act of 1967, as amended, (29 U.S.C. §621, *et seq.*), which prohibits age discrimination in employment; Section 510 of the Employment Retirement Income Security Act of 1974, as amended ("ERISA") (29 U.S.C. § 1140), which protects employees from employment discrimination relative to certain employee benefits; the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101, *et seq.*) which prohibits discrimination against the disabled; the Family and Medical Leave Act of 1993 (29 U.S.C. §2601 *et seq.*), which provides medical and family leave; the Genetic Information Nondiscrimination Act (42 U.S.C. § 2000ff-10), which prohibits discrimination based on genetic information; Uniformed Service Employment and Re-Employment Rights Act of 1994 (38 U.S.C. §§ 430 *et seq.*), which prohibits discrimination based on U.S. military service; the Fair Labor Standards Act (42 U.S.C. §201, *et seq.*), including the Wage and Hour Laws relating to payment of wages; claims for Workers' Compensation and any and all other federal, state and local laws and regulations, including claims under applicable state anti-discrimination laws.

The waiver and release of liability in this Agreement also includes, but is not limited to, a release of the Released Parties by you of any claims for severance pay or severance benefits beyond those specifically set forth in this Agreement, breach of contract, mental pain suffering and anguish, emotional upset, impairment of economic opportunities, unlawful interference with employment rights, defamation, intentional or negligent infliction of emotional distress, fraud, wrongful termination, wrongful discharge in violation of public policy, breach of any express or implied covenant of good faith and fair dealing, that Unit has dealt with you unfairly or in bad faith, and all other common law contract and tort claims.

Nothing in this Agreement, however, releases or diminishes any claims for benefits to which you may be entitled from or under any plan of Unit that is governed by ERISA. Except as described below, you agree and covenant not to file any suit, charge or complaint against the Released Parties in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of your employment with Unit or separation from Unit. You further represent that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to your employment by Unit.

Despite the above provisions or anything else contained in this Agreement to the contrary, this Agreement does not operate to release any claims that may not be released as a matter of law or any claims or rights with respect to the Separation Benefit. Further, this Agreement will not prevent you from doing any of the following:

- a. obtaining unemployment compensation, state disability insurance or workers' compensation benefits from the appropriate agency of the state in which you live and work, *provided* you satisfy the legal requirements for those benefits (nothing in this Agreement, however, guarantees or otherwise constitutes a representation of any kind that you are entitled to those benefits);
- b. asserting any right that is created or preserved by this Agreement, like your right to receive the Separation Benefit; and
- c. filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, you agree that you are giving up (and hereby do give up) any rights to receive remedial relief (like

reinstatement, back pay, or front pay) or monetary damages in any charge, complaint, or lawsuit filed by you or by anyone else on your behalf.

You agree that you have carefully read and fully understand all the provisions of this Agreement. This is the entire Agreement between you and Unit, and it is legally binding and enforceable. You agree that you have not relied upon any representation or statement, written or oral, not set forth in this Agreement when signing this Agreement.

The parties agree that if a lawsuit relating or pertaining to this Agreement is filed, then the prevailing party will be entitled to collect from the other party the reasonable attorney fees, costs, charges, and expenses it incurs. For purposes of this paragraph, "prevailing party" means the party who has obtained the majority of relief on the disputed claim(s), whether by court order, verdict, or voluntary dismissal (except for in the case of a mutual settlement).

The Plan shall be construed and administered in accordance with ERISA and other federal laws, and with the laws of the State of Oklahoma to the extent that State laws are not preempted by ERISA. If any part of this Agreement is held by a court of competent jurisdiction to be void or voidable, that holding shall not apply to render void or voidable the provisions of this Agreement not encompassed in the court's holding. Where necessary to maintain this Agreement's validity, a court of competent jurisdiction may modify the terms of this Agreement to the extent necessary to effectuate its purposes as demonstrated by the terms and conditions stated herein.

You knowingly and voluntarily sign this Agreement.

1. You acknowledge receipt of this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015;

**X** \_\_\_\_\_  
(Employee Name)

2. You acknowledge signing and, in signing, consenting to this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015;

**X** \_\_\_\_\_  
(Employee Name)

3. You acknowledge that the seven (7) day revocation period shall end (*Revocation period must be a date which is at least 7 days from the date in paragraph number 2*), and this agreement shall be effective and enforceable as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015;

**X** \_\_\_\_\_  
(Employee Name)

(Company)

By: \_\_\_\_\_  
Mark E. Schell, Senior Vice President

Date: \_\_\_\_\_

DESIGNATION OF BENEFICIARY

**FOR AGREEMENT MADE UNDER THE  
Separation Benefit Plan of Unit Corporation and Participating Subsidiaries**

A. Identification	
Participant Name:	[Employee Name]
Participant's Social Security Number:	<span style="color: red;">X</span> XXX-XX-____ (last four digits of SS#)

I hereby designate the following as my beneficiary(ies) entitled to receive any remaining payment(s) of my Separation Benefits that are subject to this Separation Agreement dated \_\_\_\_\_ (date employment ended).

B. Information Concerning The Primary Beneficiary(ies):				
First name, middle initial, and last name of each beneficiary	Address (including Zip Code) of each beneficiary	Date of Birth	Relationship	*Percentage of Unpaid Benefits
				TOTAL = 100%

[Designation of Beneficiary Continued on Next Page]

X \_\_\_\_\_  
Initials

**Contingent Beneficiary(ies)** (applicable only if you are not survived by one or more primary beneficiaries)

C. Information Concerning The Contingent Beneficiary(ies):				
First name, middle initial, and last name of each beneficiary	Address (including Zip Code) of each beneficiary	Date of Birth	Relationship	*Percentage of Unpaid Benefits
				TOTAL = 100%

\* If no percentages are indicated, benefits will be divided equally between applicable beneficiaries.

It is understood that this Designation of Beneficiary is made under the Separation Benefit Plan of Unit Corporation and Participating Subsidiaries, as amended and restated effective December 31, 2012 and is subject to the terms and conditions stated in that plan, including the beneficiary's survival of my death. If any of those conditions are not satisfied, those rights will transfer according to my will or the laws of descent and distribution.

It is further understood that all prior designations of beneficiary made by me under the plan, if any, with regard to this Separation Agreement are hereby revoked. I reserve the right to change (revoke) this Designation of Beneficiary. Any change of this designation of beneficiary must be in writing, signed by me and filed with the Company before my death.

**X** \_\_\_\_\_  
[Employee Name]

**X** \_\_\_\_\_  
Date

**SPECIAL SEPARATION BENEFIT PLAN  
OF UNIT CORPORATION AND  
PARTICIPATING SUBSIDIARIES**

**as amended and restated effective  
December 8, 2015**

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**SPECIAL SEPARATION BENEFIT PLAN  
OF UNIT CORPORATION AND  
PARTICIPATING SUBSIDIARIES**

**Introduction**

The purpose of this Plan is to provide financial assistance to Eligible Employees whose employment has terminated under certain conditions, in consideration of the waiver and release by such employees of any claims arising or alleged to arise from their employment or the termination of employment. No employee is entitled to any payment under this Plan except in exchange for and upon the Employing Company's receipt of a written waiver and release given in accordance with the provisions of this Plan.

**ARTICLE 1.**

**SCOPE**

***Section 1.1 Name***

This Plan shall be known as the Special Separation Benefit Plan of Unit Corporation and Participating Subsidiaries.

***Section 1.2 Plan Year***

The Plan Year is the calendar year. The initial Plan Year is the period October 19, 2004 through December 31, 2004.

**ARTICLE 2.**

**DEFINITIONS**

- 2.1** "Administration Committee" means the Committee established and appointed by the Board of Directors or by a committee of the Board of Directors.
- 2.2** "Base Salary" means the regular basic cash remuneration before deductions for taxes and other items withheld, and without regard to any salary reduction pursuant to any plans maintained by an Employing Company under Section 401 (k) or 125 of the Code, payable to an Employee for services rendered to an Employing Company, but not including pay for Bonuses, incentive compensation, special pay, awards or commissions.
- 2.3** "Beneficiary" means the person designated by an Eligible Employee in a written instrument filed with an Employing Company to receive benefit under this Plan.
- 2.4** "Board of Directors" means the board of directors of the Company.
- 2.5** "Bonus" means any annual incentive compensation paid to an Employee over and above Base Salary earned that is paid in cash or otherwise.
- 2.6** "Change in Control" of the Company shall be deemed to have occurred as of the first day that any one or more of the following conditions shall have been satisfied:
- (i) On the close of business on the tenth day following the time the Company learns of the acquisition by any individual entity or group (a "Person"), including any "person" within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act, of beneficial ownership within the meaning of Rule 13d 3 promulgated under the Exchange Act, of 15% or more of either (i) the then outstanding shares of Common Stock of the Company (the "Outstanding Company Common Stock") or (ii) the

combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of Directors (the "Outstanding Company Voting Securities"); excluding, however, the following: (A) any acquisition directly from the Company (excluding any acquisition resulting from the exercise of an exercise, conversion or exchange privilege unless the security being so exercised, converted or exchanged was acquired directly from the Company); (B) any acquisition by the Company; (C) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company; (D) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (iii) of this definition; (E) any acquisition by the George Kaiser Family Foundation ("GKFF") as long as the acquisition does not cause GKFF's total ownership to exceed 25% of our issued and outstanding shares of common stock; and (F) if the Board of Directors of the Company determines in good faith that a Person became the beneficial owner of 15% or more of the Outstanding Company Common Stock inadvertently (including, without limitation, because (A) such Person was unaware that it beneficially owned a percentage of Outstanding Company Common Stock that would cause a Change of Control or (B) such Person was aware of the extent of its beneficial ownership of Outstanding Company Common Stock but had no actual knowledge of the consequences of such beneficial ownership under this Plan) and without any intention of changing or influencing control of the Company, then the beneficial ownership of Outstanding Company Common Stock by that Person shall not be deemed to be or to have become a Change of Control for any purposes of this Plan unless and until such Person shall have failed to divest itself, as soon as practicable (as determined, in good faith, by the Board of Directors of the Company), of beneficial ownership of a sufficient number of Outstanding Company Common Stock so that such Person's beneficial ownership of Outstanding Company Common Stock would no longer otherwise qualify as a Change of Control.

(ii) individuals who, as of the date hereof, constitute the Board of Directors (the "Incumbent Board") cease for any reason to constitute at least a majority of such Board; provided that any individual who becomes a Director of the Company subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by the vote of at least a majority of the Directors then comprising the Incumbent Board shall be deemed a member of the Incumbent Board; and provided further, that any individual who was initially elected as a Director of the Company as a result of an actual or threatened election contest, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange act, or any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall not be deemed a member of the Incumbent Board;

(iii) approval by the stockholders of the company of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Corporate Transaction"); excluding, however, a Corporate Transaction Pursuant to which (i) all or substantially all of the individuals or entities who are the beneficial owners, respectively, of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 70% of, respectively, the outstanding shares of common stock, and the combined voting power of the outstanding securities of such corporation entitled to vote generally in the election of Directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Company Common stock and the Outstanding Company Voting Securities, as the case may be, (ii) no Person (other than: the Company; the corporation resulting from such Corporate Transaction; and any Person which beneficially owned, immediately prior to such Corporate Transaction, directly or indirectly, 25% or more of the Outstanding Company Common Stock or the Outstanding Voting Securities, as the case may be) will beneficially own, directly or indirectly, 25% or more of, respectively, the outstanding

shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding securities of such corporation entitled to vote generally in the election of Directors and (iii) individuals who were members of the Incumbent Board will constitute a majority of the members of the Board of Directors of the corporation resulting from such Corporate Transaction; or

(iv) approval by the stockholders of the Company of a plan of complete liquidation or dissolution of the Company.

- 2.7** "Change of Control Contract" means a Unit Corporation Key Employee Change of Control Contract entered into between Unit Corporation and the individual identified in such agreement as "Executive."
- 2.8** "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 2.9** "Company" means Unit Corporation, the sponsor of this Plan.
- 2.10** "Comparable Position" means a job with an Employing Company or successor company at the same or higher Base Salary as an Employee's current job and at a work location within reasonable commuting distance from an Employee's home, as determined by such Employee's Employing Company.
- 2.11** "Completed Year of Service" means the period of time beginning with an Employee's date of hire or the anniversary of such date of hire and ending twelve months thereafter.
- 2.12** "Discharge for Cause" means termination of the Employee's employment by the Employing Company due to:
- (i) the consistent failure of the Employee to perform the Employee's prescribed duties to the Employing Company (other than any such failure resulting from the Employee's incapacity due to physical or mental illness);
  - (ii) the commission by the Employee of a wrongful act that caused or was reasonably likely to cause damage to the Employing Company;
  - (iii) an act of gross negligence, fraud, unfair competition, dishonesty or misrepresentation in the performance of the Employee's duties on behalf of the Employing Company;
  - (iv) the conviction of or the entry of a plea of nolo contendere by the Employee to any felony or the conviction of or the entry of a plea of nolo contendere to any offense involving dishonesty, breach of trust or moral turpitude; or
  - (v) a breach of an Employee's fiduciary duty involving personal profit.
- 2.13** "Eligible Employee" means an Employee who is determined to be eligible to participate in this Plan and receive benefits under Article Three.
- 2.14** (a) "Employee" means a person who is
- (i) a regular full-time salaried employee of the Employing Company principally employed in the continental United States, Alaska or Hawaii;
  - (ii) employed by an Employing Company for work on a regular full-time salaried schedule of at least 40 hours per week for an indefinite period; or
  - (iii) a regular employee who has been demoted or transferred from a full-time salaried position to an hourly position and who, in the discretion of Employing Company is deemed to retain his or her eligibility to participate in the Plan.
- (b) "Employee" does not, under any circumstance, mean a person who is

(i) an employee whose compensation is determined on an hourly basis or who holds a position with the Employing Company that is generally characterized as an "hourly" position, except were a specific employee is, after demotion, deemed to be eligible to participate in the Plan under paragraph (a)(iii), above;

(ii) an employee who is classified by the Employing Company as a temporary employee;

(iii) an employee who is a member of a bargaining unit unless the employee's union has bargained this Plan pursuant to a collective bargaining agreement between the Employing Company and the union or the employee's union bargains this Plan pursuant to bargaining obligations mandated by the National Labor Relations Act;

(iv) an employee retained by the Employing Company under a written contract, other than a Change of Control Contract;

(v) any worker who is retained by the Company or Employing Company as a "independent contractor," "leased employee," or "temporary employee" but who is reclassified as an "employee" of the Company or Employing Company by a state or federal agency or court of competent jurisdiction; or

(vi) an employee who is a member of the Board of Directors of the Employing Company.

**2.15** "Employing Company" means the Company or any subsidiary of the Company electing to participate in this Plan under the provisions of Section 7.1.

**2.16** "ERISA" means the Employee Retirement Income Security Act of 1974, as from time to time amended, and all regulations and rulings issue thereunder by governmental administrative bodies.

**2.17** "Plan" means the Special Separation Benefit Plan of Unit Corporation and Participating Subsidiaries Plan, as set forth herein and as hereafter amended from time to time.

**2.18** "Separation Benefit" means the benefit provided for under this Plan as determined under Article Three.

**2.19** "Separation Period" means the period of time over which an Employee receives Separation Benefits under the Plan in semimonthly or other installment payments.

**2.20** "Termination of Employment" means an Employee's separation from the service of an Employing Company determined by the Employing Company, provided that a Termination of Employment does not include any separation from service resulting from:

(i) Discharge for Cause,

(ii) court decree or government action or recommendation having an effect on an Employing Company operations or manpower involving rationing or price control or any other similar type cause beyond the control of an Employing Company,

(iii) prior to a Change in Control, an offer to the Employee of a position with an Employing Company, or affiliate, regardless whether the position offered provides comparable wages and benefits to the position formerly held by the Employee,

(iv) termination pursuant to which an Employee accepts any benefits under an incentive retirement plan or other severance or separation plan,

(v) termination of an Employee who has a written employment contract which contains severance provisions, or

(vi) failure of an Employee to report to work as required by his or her Employing Company.

Temporary work cessations due to strikes, lockouts or similar reasons shall not be considered a Termination of Employment. An Employee's separation from service in connection with the divestiture of any business of an Employing Company shall not constitute a Termination of Employment if the Employee is offered a Comparable Position by the purchaser or successor of such business, an affiliate thereof, or an affiliate of an Employing Company. A separation from service by an Employee who is offered a Comparable Position arranged for or secured by an Employing Company does not constitute a Termination of Employment.

Notwithstanding anything in this Section 2.20 to the contrary, a Termination of Employment shall be deemed to include any termination pursuant to which an Employee is entitled to receive benefits under the terms of a Change of Control Contract.

A Termination of Employment shall be effective on the date specified by the Employing Company (the "Termination Date").

- 2.21** "Years of Service" means the sum of the number of continuous Completed Years of Service as an Employee of an Employing Company during the period of employment beginning with the Employee's most recent hire date and ending with the Employee's most recent termination date.

### **ARTICLE 3.**

#### **BENEFITS**

##### ***Section 3.1 Eligibility***

Each Employee (i) who is selected by the Administrative Committee to participate in this Plan, (ii) who has at least one active Year of Service with an Employing Company immediately preceding the date of his or her Termination of Employment, (iii) who complies with all administrative requirements of this Plan, including the provisions of Article Five, (iv) whose termination of employment is the result of the circumstances described in Section 3.2, and (v) who works through his/her Termination Date and who is not engaged in a strike or lockout as of the Termination Date, is eligible to participate in this Plan and, subject to all the terms of the Plan, receive benefits as provided in this Article Three. An Employee is ineligible to participate in this Plan if such Employee fails to satisfy any of the requirements of this Plan including, but not limited to, failure to establish that his or her termination meets the requirements for a Termination of Employment.

##### ***Section 3.2 Separation Benefit***

A Separation Benefit shall be provided for Eligible Employees under the provisions of this Article Three if an Eligible Employee's Termination of Employment is the result of (i) an Employing Company terminating the employment of the Eligible Employee, (ii) a voluntary termination of employment by the Eligible Employee on or after the date the Eligible Employee attains age 65 or (iii) the death of the Eligible Employee on or after the date the Eligible Employee attains age 65.

##### ***Section 3.3 Separation Benefit Amount***

The Separation Benefit payable to an Eligible Employee under the Plan shall be based, in part, on his/her Years of Service with the Company, or Employing Company. The formula for determining an Employee's Separation Benefit payment shall be calculated by dividing the Employee's highest annual Base Salary during the five year period ending immediately before the date of Termination of Employment by 52 to calculate the weekly separation benefit (the "Weekly Separation Benefit"). The amount of the Separation Benefit payable to the Eligible Employee shall then be determined in accordance with the following applicable provision:

### **Schedule of Separation Benefits**

Years of Service	Number of Weekly Separation Benefit Payments	Years of Service	Number of Weekly Separation Benefit Payments
1	4	14	56
2	8	15	60
3	12	16	64
4	16	17	68
5	20	18	72
6	24	19	76
7	28	20	80
8	32	21	84
9	36	22	88
10	40	23	92
11	44	24	96
12	48	25	100
13	52	26 or more	104

#### ***Section 3.4 Separation Benefit Limitation***

Notwithstanding anything in the Plan to the contrary, the Separation Benefit payable to any Eligible Employee under this Plan shall never exceed the lesser of (i) 104 Weekly Separation Benefit payments; or (ii) the amount permitted under ERISA to maintain this Plan as a welfare benefit plan. The benefits payable under this Plan shall be inclusive of and offset by any other severance or termination payments (other than those made pursuant to a Change of Control Contract) made by an Employing Company, including, but not limited to, any amounts paid pursuant to the Separation Benefit Plan of Unum Corporation and Participating Subsidiaries, federal, state, local or foreign government worker notification (e.g., Worker Adjustment and Retraining Notification Act) or office closing requirements.

#### ***Section 3.5 Withholding Tax***

The Employing Company shall deduct from the amount of any Separation Benefits payable under the Plan, any amount required to be withheld by the Employing Company by reason of any law or regulation, for the payment of taxes or otherwise to any federal, state, local or foreign government. In determining the amount of any applicable tax, the Employing Company shall be entitled to rely on the number of personal exemptions on the official form(s) filed by the Employee with the Employing Company for purposes of income tax withholding on regular wages.

#### ***Section 3.6 Reemployment of an Eligible Employee***

Entitlement to the unpaid balance of any Separation Benefit amount due an Eligible Employee under this Plan shall be revoked immediately upon reemployment of the person as an Employee of an Employing Company. Such unpaid balance shall not be payable in any future period.

However, if the person's re-employment is subsequently terminated and he or she then becomes entitled to a Separation Benefit under this Plan, Years of Service for the period of re-employment shall be added to that portion of his or her prior service represented by the unpaid balance or the revoked entitlement for the prior Separation Benefit.

#### ***Section 3.7 Integration with Disability Benefits***

The Separation Benefit payable to an Eligible Employee with respect to any Separation Period shall be reduced (but not below zero) by the amount of any disability benefit payable from any disability plan or

program sponsored or contributed to by an employing Company. The amount of any such reduction shall not be paid to the Eligible Employee in any future period.

### ***Section 3.8 Plan Benefit Offset***

The amount of any severance or separation type payment that an Employing Company is or was obligated to pay to an Eligible Employee under any law, decree, court award, contract, program or other arrangement because of the Eligible Employee's separation from service from an Employing Company shall reduce the amount of Separation Benefit otherwise payable under this Plan. Notwithstanding the immediately preceding sentence, the terms of this Section 3.8 shall not be applicable to any benefits paid under a Change of Control Contract.

### ***Section 3.9 Recoupment***

An Employing Company may deduct from the Separation Benefit any amount owing to an Employing Company from

- (a) the Eligible Employee, or
- (b) the executor or administrator of the Eligible Employee's estate.

### ***Section 3.10 Change in Control***

Unless otherwise provided in writing by the Board of Directors prior to a Change in Control of the Company, all Eligible Employees shall be vested in his/her Separation Benefit as of the date of the Change in Control based on such Eligible Employee's then Years of Service as determined by reference to the schedule set forth in Section 3.3 of this Plan. Any Separation Benefit deemed to have vested pursuant to this section shall be payable upon the Eligible Employee's Termination of Employment with the Employing Company and shall be paid in accordance with the Plan provisions in effect immediately prior to the Change in Control.

## **ARTICLE 4.**

### **METHOD OF PAYMENT**

#### ***Section 4.1 Separation Benefit Payment***

Separation Benefit payments shall, unless otherwise determined by the Administration Committee, be paid in the same manner as wages were paid to the Eligible Employee.

#### ***Section 4.2 Protection of Business***

Any Eligible Employee who receives Separation Benefits under Section 3.3 of this Plan agrees that, in consideration of the Separation Benefits, the Employee will not, in any capacity, directly or indirectly, and on his or her own behalf or on behalf of any other person or entity, during the period of time he or she is receiving such Separation Benefits, either (a) solicit or attempt to induce any current customer of the Company to cease doing business with the Company or (b) solicit or attempt to induce any employee of the Company to sever the employment relationship (collectively, the "Protection of Business Requirements"). Except as provided in the next paragraph and/or the Separation Agreement, in the event the Eligible Employee violates the Protection of Business Requirements of this Section (or the like provisions of his or her Separation Agreement), the Eligible Employee shall not be entitled to any further payments of Separation Benefits under this Plan and shall be obligated to repay the Employing Company all monies previously received as Separation Benefits. In the event of a Change in Control, Employee's obligations under this Section shall expire and be canceled, and Employee shall be entitled to Separation Benefits under this Plan in accordance with its terms even if he or she engages in conduct that would otherwise violate the Protection of Business Requirements in this Section.

#### ***Section 4.3 Death***

(a) *Termination of Employment as a result of death of Eligible Employee* - In the event that the Eligible Employee's Termination of Employment is as a result of the Employee's death, the Separation Benefit

shall be paid to the Eligible Employee's Beneficiary in accordance with the provisions of Section 3.3, above. Payments shall be made to the Eligible Employee's Beneficiary, notwithstanding the Eligible Employee's failure to meet the waiver and release conditions of Article Five of the Plan.

(b) *Death of the Eligible Employee Subsequent to Termination of Employment* - In the event that an Eligible Employee's death occurs subsequent to the date of Termination of Employment, and before receipt of any or all of the benefits to which the Eligible Employee was entitled under this Plan, then the Administration Committee may, in its sole and absolute discretion, pay a computed lump sum value of the unpaid balance of the Eligible Employee's Separation Benefit to the Eligible Employee's Beneficiary, and if there is no designated, living Beneficiary, the computed lump sum value described above may be paid to the executor or administrator of the Eligible Employee's estate. For purposes of calculating the computed lump sum value as provided herein, the Administration Committee may discount the present value of the future Separation Benefit payments using a commercially reasonable discount rate.

## **ARTICLE 5.**

### **WAIVER AND RELEASE OF CLAIMS**

Except as provided in Section 4.3(a), above, it is a condition of this Plan that no Separation Benefit shall be paid to or for any Employee except upon due execution and delivery to the Employing Company by that Employee of a Separation Agreement in substantially the form attached to this Plan as Attachment "A" or "B" or such other form as may be designated as the required Separation Agreement from time to time, in the discretion of the Employing Company, by which the Employee waives and releases the Company, its subsidiaries and their officers, directors, agents, employees and affiliates from all claims arising or alleged to arise out of his or her employment or the termination of employment including, but not limited to the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, as amended, and all other state and federal laws governing the Employee's employment. Said waiver and release as provided in the Separation Agreement being given in exchange for and in consideration of payment of the Separation Benefit, to which the Employee would not otherwise be entitled. The determination whether the Employee shall be required to execute a Separation Agreement in the form shown by Attachment "A," or "B" or otherwise shall be within the sole discretion of the Employing Company.

In connection with the execution of the Separation Agreement, the following procedures shall be followed (except as modified from time to time, in the discretion of the Employing Company): the Employee shall be advised in writing, by receiving the written text of the Separation Agreement so stating, to consult a lawyer before signing the Separation Agreement; the Employee shall be given either twenty-one (21) days (when form shown by Attachment "A" is used), or forty-five (45) days (when form shown by Attachment "B" is used) to consider the Separation Agreement before signing; after signing, the Employee shall have seven (7) days in which to revoke the Separation Agreement; and the Separation Agreement shall not take effect until the seven (7) day revocation period has passed. In the event the designated period for executing the Separation Agreement (including the revocation period) spans two tax years of the Employee, the installment payments under Section 4.1 shall automatically commence in the second tax year of the Employee, regardless of when the revocation period expires.

In addition, where the form shown by Attachment "B" is used, the Employee shall be given: a written statement identifying for the Employee the class, unit or group of persons eligible to participate in the Plan and any time limits for eligibility under the Plan; and the job titles and ages of all persons eligible or selected for separation under the Plan in the same job classification or organizational unit, and the ages of all persons not eligible or selected for separation under the Plan.



## **ARTICLE 6.**

### **FUNDING**

This Plan is an unfunded employee welfare benefit plan under ERISA established by the Company. Benefits payable to Eligible Employees shall be paid out of the general assets of the Employing Company. The Employing Company shall not be required to establish any special or separate fund or to make any other segregation of assets to assure the payment of any Separation Benefits under the Plan.

## **ARTICLE 7.**

### **OPERATION**

#### ***Section 7.1      Employing Company Participation***

Any subsidiary of the Company may participate as an Employing Company in the Plan upon the following conditions:

- (a) Such subsidiary shall make, execute and deliver such instruments as the Company shall deem necessary or desirable;
- (b) Such subsidiary may withdraw from participation as an Employing Company upon notice to the Company in which event such subsidiary may continue the provisions of this Plan as its own plan, and may thereafter, with respect thereto, exercise all of the rights and powers theretofore reserved to the Company; and
- (c) Any modification or amendment of the Plan made or adopted by the Company shall be deemed to have been accepted by each Employing Company.

#### ***Section 7.2      Status of Subsidiaries***

The authority of each subsidiary to act independently and in accordance with its own best judgment shall not be prejudiced or diminished by its participation in this Plan and at the same time the several Employing Company may act collectively in respect of general administration of this Plan in order to secure administrative economies and maximum uniformity.

#### ***Section 7.3      Termination by an Employing Company***

Any Employing Company other than the Company may withdraw from participation in the Plan at any time by delivering to the Administration Committee written notification to that effect signed by such Employing Company's chief executive officer or his delegate. Withdrawal by any Employing Company pursuant to this paragraph or complete discontinuance of Separation Benefits under the Plan by any Employing Company other than the Company, shall constitute termination of the Plan with respect to such Employing Company, but such actions shall not affect any Separation Benefit that has become payable to an Eligible Employee, and such benefit shall continue to be paid in accordance with the Plan provisions in effect on the Termination of Employment.

## **ARTICLE 8.**

### **ADMINISTRATION**

#### ***Section 8.1      Named Fiduciary***

This Plan shall be administered by the Company acting through the Administration Committee or such other person as may be designated by the Company from time to time. The Administration Committee shall be the "Administrator" of the Plan and shall be, in its capacity as Administrator, a "Named Fiduciary," as such terms are defined or used in ERISA.

## ***Section 8.2     Fiduciary Responsibilities***

The named fiduciary shall fulfill the duties and requirements of such a fiduciary under ERISA and is the Plan's agent for service of legal process. The named fiduciary may designate other persons to carry out such fiduciary responsibilities and may cancel such a designation. A person may serve in more than one fiduciary or administrative capacity with respect to this Plan. The named fiduciary shall periodically review the performance of the fiduciary responsibilities by each designated person.

## ***Section 8.3     Specific Fiduciary Responsibilities***

The Administration Committee shall be responsible for the general administration and interpretation of the Plan and the proper execution of its provisions and shall have full discretion to carry out its duties. In addition to any powers of the Administration Committee specified elsewhere in this Plan, the Administration Committee shall have all discretionary powers necessary to discharge its duties under this Plan, including, but not limited to, the following discretionary powers and duties:

**8.3.1** To interpret or construe the terms of the Plan, including eligibility to participate, and resolve ambiguities, inconsistencies and omissions;

**8.3.2** To make and enforce such rules and regulations and prescribe the use of such forms as it deems necessary or appropriate for the efficient administration of the Plan; and

**8.3.3** To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan.

## ***Section 8.4     Allocations and Delegations of Responsibility***

The Board of Directors and the Administration Committee respectively shall have the authority to delegate, from time to time, all or any part of its responsibilities under this Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibility. Any action of the delegate in the exercise of such delegated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Board of Directors or the Administration Committee. The Company, the Board of Directors and the Administration Committee shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Board of Directors or the Administration Committee, as applicable, concerning the discharge of the delegated responsibilities.

The Board of Directors and the Administration Committee respectively shall have the authority to allocate, from time to time, all or any part of its responsibilities under this Plan to one or more of its members as it may deem advisable, and in the same manner to remove such allocation of responsibilities. Any action of the member to whom responsibilities are allocated in the exercise of such allocated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Board of Directors or the Administration Committee. The Company, the Board of Directors and the Administration Committee shall not be liable for any acts or omissions of such member. The member to whom responsibilities have been allocated shall report periodically to the Board of Directors or the Administration Committee, as applicable, concerning the discharge of the allocated responsibilities.

## ***Section 8.5     Advisors***

The named fiduciary or any person designated by the named fiduciary to carry out fiduciary responsibilities may employ one or more persons to render advice with respect to any responsibility imposed by this Plan.

## ***Section 8.6     Plan Determination***

The determination of the Administration Committee as to any question involving the general administration and interpretation or construction of the Plan shall be within its sole discretion and shall be final, conclusive and binding on all persons, except as otherwise provided herein or by law.

## **Section 8.7      *Claims Review Procedure***

Consistent with the requirements of ERISA and the regulations thereunder as promulgated by the Secretary of Labor from time to time, the following claims review procedure shall be followed with respect to the denial of Separation Benefits to any Employee:

**8.7.1** Within thirty (30) days from the date of an Employee's Termination of Employment, the Employing Company shall furnish such Employee with an agreement and release offering Separation Benefits under the Plan or notice of such Employee's ineligibility for or denial of Separation Benefits, either in whole or in part. Such notice from the Employing Company will be in writing and sent to the Employee or the legal representatives of his estate stating the reasons for such ineligibility or denial and, if applicable, a description of additional information that might cause a reconsideration by the Administration Committee or its delegate of the decision and an explanation for the Plan's claims review procedure. In the event such notice is not furnished within thirty (30) days, any claim for Separation Benefits shall be deemed denied and the Employee shall be permitted to proceed to Section 8.7.2 below.

**8.7.2** Each Employee may submit a claim for benefits to the Administration Committee (or to such other person as may be designated by the Administration Committee) in writing in such form as is permitted by the Administration Committee. An Employee shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When claim for benefits has been filed properly, such claim for benefits shall be evaluated and the Employee shall be notified of the approval or the denial within ninety (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the Employee prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision shall be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed). The Employee shall be given a written notice in which the Employee shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied by the Administration Committee, in whole or in part, the Employee shall be given written notice which shall contain (1) the specific reasons for the denial, (2) references to pertinent Plan provisions upon which the denial is based, (3) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (4) the Employee's rights to seek review of the denial.

**8.7.3** If a claim is denied, in whole or in part, the Employee shall have the right to request that the Administration Committee review the denial, provided that the Employee files a written request for review with the Administration Committee within sixty (60) days after the date on which the Employee received written notification of the denial. The Employee (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administration Committee. Within a reasonable period, which shall not be later than sixty (60) days after a request for review is received the review shall be made and the Employee shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the Employee shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed). The decision on review shall be forwarded to the Employee in writing and shall include specific reasons for the decision and references to Plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

**8.7.4** If an Employee fails to file a request for review in accordance with the procedures herein outlined, such Employee shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all Persons for all purposes.

**8.7.5** The determinations whether any person qualifies as an Eligible Employee under the Plan; and whether to grant or deny any claim for benefits under this Plan shall be made by the Administration Committee, in its sole and absolute discretion, and all such determinations shall be conclusive and binding on all persons to the maximum extent permitted by law.

#### ***Section 8.8 Modification and Termination***

The Company may at any time, without notice or consent of any person, terminate or modify this Plan in whole or in part, and such termination or modification shall apply to existing as well as to future employees, but such actions shall not affect any Separation Benefit that has become payable to an Eligible Employee, and such benefit shall continue to be paid in accordance with the Plan provisions in effect on the date of the Termination of Employment.

#### ***Section 8.9 Indemnification***

To the extent permitted by law, the Company shall indemnify and hold harmless the members of the Board of Directors, the Administration Committee members, and any employee to whom any fiduciary responsibility with respect to this Plan is allocated or delegated to, and against any and all liabilities, costs and expenses incurred by any such person as a result of any act, or omission to act, in connection with the performance of his/her duties, responsibilities and obligations under this Plan, ERISA and other applicable law, other than such liabilities, costs and expenses as may result from the gross negligence or willful misconduct of any such person. The foregoing right of indemnification shall be in addition to any other right to which any such person may be entitled as a matter of law or otherwise. The Company may obtain, pay for and keep current a policy or policies of insurance, insuring the members of the Board of Directors, the Administration Committee members and any other employees who have any fiduciary responsibility with respect to this Plan from and against any and all liabilities, costs and expenses incurred by any such person as a result of any act, or omission, in connection with the performance of his/her duties, responsibilities and obligations under this Plan and under ERISA.

#### ***Section 8.10 Successful Defense***

A person who has been wholly successful, on the merits or otherwise, in the defense of a civil or criminal action or proceeding or claim or demand of the character described in Section 8.9 above shall be entitled to indemnification as authorized in such Section 8.9.

#### ***Section 8.11 Unsuccessful Defense***

Except as provided in Section 8.10 above, any indemnification under Section 8.9 above, unless ordered by a court of competent jurisdiction, shall be made by the Company only if authorized in the specific case:

**8.11.1** By the Board of Directors acting by a quorum consisting of directors who are not parties to such action, proceeding, claim or demand, upon a finding that the member of the Administration Committee has met the standard of conduct set forth in Section 8.9 above; or

**8.11.2** If a quorum under Section 8.11.1 above is not obtainable with due diligence; the Board of Directors upon the opinion in writing of independent legal counsel (who may be counsel to any Employing Company) that indemnification is proper in the circumstances because the standard of conduct set forth in Section 8.9 above has been met by such member of the Administration Committee.

### ***Section 8.12 Advance Payments***

Expenses incurred in defending a civil or criminal action or proceeding or claim or demand may be paid by the Company or Employing Company, as applicable, in advance of the final disposition of such action or proceeding, claim or demand, if authorized in the manner specified in Section 8.11 above, except that, in view of the obligation of repayment set forth in Section 8.13 below, there need be no finding or opinion that the required standard of conduct has been met.

### ***Section 8.13 Repayment of Advance Payments***

All expenses incurred, in defending a civil or criminal action or proceeding, claim or demand, which are advanced by the Company or Employing Company, as applicable, under Section 8.12 above shall be repaid in case the person receiving such advance is ultimately found, under the procedures set forth in this Article Eight, not to be entitled to the extent the expenses so advanced by the Company exceed the indemnification to which he or she is entitled.

### ***Section 8.14 Right of Indemnification***

Notwithstanding the failure of the Company or Employing Company, as applicable, to provide indemnification in the manner set forth in Section 8.11 and 8.12 above, and despite any contrary resolution of the Board of Directors or of the shareholders in the specific case, if the member of the Administration Committee has met the standard of conduct set forth in Section 8.9 above, the person made or threatened to be made a party to the action or proceeding or against whom the claim or demand has been made, shall have the legal right to indemnification from the Company or Employing Company, as applicable, as a matter of contract by virtue of this Plan, it being the intention that each such person shall have the right to enforce such right of indemnification against the Company or Employing Company, as applicable, in any court of competent jurisdiction.

## **ARTICLE 9.**

### **EFFECTIVE DATE**

This Plan became effective October 19, 2004, and is hereby amended and restated effective as of December 8, 2015.

## **ARTICLE 10.**

### **MISCELLANEOUS**

#### ***Section 10.1 Assignment***

An Employee's right to benefits under this Plan shall not be assigned, transferred, pledged, encumbered in any way or subject to attachment or garnishment, and any attempted assignment, transfer, pledge, encumbrance, attachment, garnishment or other disposition of such benefits shall be null and void and without effect.

#### ***Section 10.2 Governing Law***

To the extent not governed by federal law, this Plan and all action taken under it shall be governed by the laws of the State of Oklahoma, notwithstanding such State's choice of law provisions. If any part of the Plan is held by a court of competent jurisdiction to be void or voidable, such holding shall not apply to render void or voidable the provisions of the Plan not encompassed in the court's holding. Where necessary to maintain the Plan's validity, a court of competent jurisdiction may modify the terms of this Plan to the extent necessary to effectuate its purposes as demonstrated by the terms and conditions stated herein.

### ***Section 10.3 Employing Company Records***

The records of the Employing Company with regard to any person's Eligible Employee status, Beneficiary status, employment history, Years of Service and all other relevant matters shall be conclusive for purposes of administration of the Plan.

### ***Section 10.4 Employment Non-Contractual***

This Plan is not intended to and does not create a contract of employment, express or implied, and an Employing Company may terminate the employment of any employee with or without cause as freely and with the same effect as if this Plan did not exist. Nothing contained in the Plan shall be deemed to qualify, limit or alter in any manner the Employing Company's sole and complete authority and discretion to establish, regulate, determine or modify at all time, the terms and conditions of employment, including, but not limited to, levels of employment, hours of work, the extent of hiring and employment termination, when and where work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be maintained or carried on, in the same manner and to the same extent as if this Plan were not in existence.

### ***Section 10.5 Taxes***

Neither an Employing Company nor any fiduciary of this Plan shall be liable for any taxes incurred by an Eligible Employee or Beneficiary for Separation Benefit payments made pursuant to this Plan.

### ***Section 10.6 Binding Effect***

This Plan shall be binding on the Company, any Employing Company and their successors and assigns, and the Employee, Employee's heirs, executors, administrators and legal representatives. As used in this Plan, the term "successor" shall include any person, firm, corporation or other business entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all of the assets or business of the Company or any Employing Company.

### ***Section 10.7 Entire Agreement***

This Plan constitutes the entire understanding between the parties hereto and may be modified only in accordance with the terms of this Plan.

### ***Section 10.8 Section 409A***

This Plan is intended to comply with Section 409A of the Code, the Treasury regulations and other guidance promulgated or issued thereunder ("Section 409A"), to the extent the requirements of Section 409A are applicable thereto, and the provisions of this Plan shall be construed in a manner consistent with that intention. Any provision required for compliance with Section 409A that is omitted from this Plan shall be incorporated herein by reference and shall apply retroactively, if necessary, and be deemed a part of this Plan to the same extent as though expressly set forth herein. For purposes of applying the provisions of Section 409A to this Plan, each separately identified amount to which an Employee is entitled under this Plan shall be treated as a separate payment within the meaning of Section 409A. In addition, any series of installment payments under this Plan, including the Separation Benefit shall be treated as a right to a series of separate payments under Section 409A, including Treas. Reg. Section 1.409A-2(b)(2)(iii).

Neither the Company, nor the Employing Company, shall have any liability to the Employee with respect to the tax obligations that result under any tax law and makes no representation with respect to the tax treatment of payments and/or benefits provided under this Plan.

EXECUTED as of this 8<sup>th</sup> day of December, 2015.

**Unit Corporation**

**By:** /s/ Mark E. Schell  
**Mark E. Schell**  
**Senior Vice President and**  
**General Counsel**

To receive a Special Separation Benefit in connection with a reduction in force or other Termination of Employment affecting an employee, an Eligible Employee must sign the following Separation Agreement "A" provided by the Company:

**SPECIAL SEPARATION AGREEMENT "A"**

Employing Company ("Unit") and Employee Name ("Employee" or, "you") hereby agree as follows:

Your employment will end /ended on \_\_\_\_\_, 20\_\_\_\_ (Date Employment Ends).

In consideration for your agreement to the terms and conditions of this Separation Agreement ("Agreement"), Unit will pay you \$ \_\_\_\_\_ ("Separation Benefit"), in accordance with and subject to the terms of the Special Separation Benefit Plan of Unit Corporation and Participating Subsidiaries (the "Plan"). You agree to comply with all terms of the plan.

Payments will be paid in equal installments in the same manner as wages were paid to you.

You know that state and federal laws, including the Age Discrimination in Employment Act and Title VII of the Civil Rights Act of 1964, as amended, prohibit employment discrimination based on age, sex, race, color, national origin, religion, handicap, disability, or veteran status, and that these laws are enforced through the United States Equal Employment Opportunity Commission ("EEOC"), United States Department of Labor, and State Human Rights Agencies and courts of competent jurisdiction.

**YOU ARE ADVISED TO CONSULT AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.**

**YOU HAVE SEVEN DAYS AFTER RECEIVING THIS AGREEMENT TO CONSIDER WHETHER TO SIGN THIS AGREEMENT. YOU MAY SIGN THIS AGREEMENT BEFORE EXPIRATION OF THIS PERIOD OF TIME SHOULD YOU CHOOSE TO DO SO.**

In exchange for the Separation Benefit described in this Agreement, you agree, on behalf of yourself, your legal representatives, heirs and beneficiaries, to fully and forever relieve, release and discharge Unit, its past, present and future successors, assigns, parent, subsidiaries, operating units, affiliates and divisions (and the agents, representatives, managers, owners, shareholders, officers, directors, employees and attorneys of those entities) (collectively referred to in this Agreement as the "Released Parties"), from all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses, damages, actions, and causes of action, whether in law or in equity, whether known or unknown, suspected or unsuspected, arising from your employment with and termination from Unit, as well as any injuries or damages suffered during the course of your employment with Unit, including, but not limited to, any and all claims under Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*), as amended by the Civil Rights Act of 1991, which prohibits discrimination and/or harassment in employment based on race, color, national origin, religion or sex; the Civil Rights Act of 1966 (42 U.S.C. §1981, 1983 and 1985), which prohibits violations of civil rights; the Age Discrimination in Employment Act of 1967, as amended, (29 U.S.C. §621, *et seq.*), which prohibits age discrimination in employment; Section 510 of the Employment Retirement Income Security Act of 1974, as amended ("ERISA") (29 U.S.C. § 1140), which protects employees from employment discrimination relative to certain employee benefits; the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101, *et seq.*) which prohibits discrimination against the disabled; the Family and Medical Leave Act of 1993 (29 U.S.C. §2601, *et seq.*), which provides medical and family leave; the Genetic Information Nondiscrimination Act (42 U.S.C. § 2000ff-10) which prohibits discrimination based on genetic information; Uniformed Services Employment and Re-Employment Rights Act of 1994 (38 U.S.C. § 4301 *et seq.*), which prohibits discrimination based on U.S. military service; the Fair Labor Standards Act (42 U.S.C. §201 *et seq.*), including the Wage and Hour Laws relating to payment of wages; claims for Workers' Compensation and any and all other federal, state and local laws and regulations, including claims under applicable state anti-discrimination laws.



The waiver and release of liability in this Agreement also includes, but is not limited to, a release of the Released Parties by you of any claims for severance pay or severance benefits beyond those specifically set forth in this Agreement, breach of contract, mental pain suffering and anguish, emotional upset, impairment of economic opportunities, unlawful interference with employment rights, defamation, intentional or negligent infliction of emotional distress, fraud, wrongful termination, wrongful discharge in violation of public policy, breach of any express or implied covenant of good faith and fair dealing, that Unit has dealt with you unfairly or in bad faith, and all other common law contract and tort claims.

Nothing in this Agreement, however, releases or diminishes any claims for benefits to which you may be entitled from or under any plan of Unit that is governed by ERISA. Except as described below, you agree and covenant not to file any suit, charge or complaint against the Released Parties in an court or administrative agency, with regard to any claim, demand, liability or obligation arising out of your employment with Unit or separation from Unit. You further represent that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to your employment by Unit.

Despite the above provisions or anything else contained in this Agreement to the contrary, this Agreement does not operate to release any claims that may not be released as a matter of law or any claims or rights with respect to the Separation Benefit. Further, this Agreement will not prevent you from doing any of the following:

- a. obtaining unemployment compensation, state disability insurance or workers' compensation benefits from the appropriate agency of the state in which you live and work, *provided* you satisfy the legal requirements for those benefits (nothing in this Agreement, however, guarantees or otherwise constitutes a representation of any kind that you are entitled to those benefits);
- b. asserting any right that is created or preserved by this Agreement, like your right to receive the Separation Benefit; and
- c. filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, you agree that you are giving up (and hereby do give up) any rights to receive remedial relief (like reinstatement, back pay, or front pay) or monetary damages in any charge, complaint, or lawsuit filed by you or by anyone else on your behalf.

As further consideration for the payment of the Separation Benefit, you agree that you will not, in any capacity directly or indirectly and on your own behalf or on behalf of any other person or entity, during the period of time you are receiving such Separation Benefits, either (a) solicit or attempt to induce any current customer of Unit to cease doing business with Unit or (b) solicit or attempt to induce any employee of Unit to sever the employment relationship (collectively, the "Protection of Business Requirements").

Except as provided in the next paragraph, in the event you violate the Protection of Business Requirements, you will not be entitled to any further payments of Separation Benefits under the Plan or this Separation Agreement and you will be obligated to repay Unit all Separation Benefit payment previously received under the Plan and this Separation Agreement.

In the event of a Change in Control of Unit Corporation (as defined in the Plan), your obligations regarding the Protection of Business Requirements will expire and be canceled, and you will be entitled to Separation Benefits provided under the Plan in accordance with the terms of the Plan notwithstanding whether you thereafter engage in conduct that would otherwise violate the Protection of Business Requirements described in this Agreement.

You agree that you have carefully read and fully understand all the provision of this Agreement. This is the entire agreement between you and Unit, and is legally binding and enforceable. You agree that you have not relied on any representation or statement, written or oral, not set forth in this Agreement when signing this Agreement.

The parties agree that if a lawsuit relating or pertaining to this Agreement is filed, then the prevailing party will be entitled to collect from the other party the reasonable attorney fees, costs, charges, and expenses it incurs. For purposes of this paragraph, "prevailing party" means the party who has obtained the majority of relief on the disputed claim(s), whether by court order, verdict, or voluntary dismissal (except for in the case of a mutual settlement).

This Agreement shall be governed and interpreted under federal law and the laws of the State of Oklahoma, notwithstanding that State's choice of law provisions. If any part of this Agreement is held by a court of competent jurisdiction to be void or voidable, that holding will not apply to render void or voidable the provisions of this Agreement not encompassed in the court's holding. Where necessary to maintain this Agreement's validity, a court of competent jurisdiction may modify the terms of this Agreement to the extent necessary to effectuate its purposes as demonstrated by the terms and conditions stated in this Agreement.

You knowingly and voluntarily sign this Agreement.

1. You acknowledge receipt of this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_  
(Employee)

2. You acknowledge signing and, in signing, consenting to this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_  
(Employee)

(Name of Employing Company)

By: \_\_\_\_\_

Mark E. Schell, Senior Vice President

Date: \_\_\_\_\_

**DESIGNATION OF BENEFICIARY**  
**for Agreement made under the**  
**Special Separation Benefit Plan of**  
**Unit Corporation and Participating Subsidiaries**

<b>A. Identification</b>	
Participant Name:	(Employee Name)
Participant's Social Security Number:	XXX-XX- ____ ____ ____ (last 4 digits of SS#)

I hereby designate the following as my beneficiary(ies) entitled to receive any remaining payment(s) of my Separation Benefits that are subject to this Separation Agreement dated **(Date of Agreement)** (date employment ended).

<b>B. Information Concerning The Primary Beneficiary(ies):</b>				
First name, middle initial, and last name of each beneficiary	Address (including Zip Code) of each beneficiary	Date of Birth	Relationship	*Percentage of Undelivered Benefits
				TOTAL= 100%

[Designation of Beneficiary Continued on Next Page]

**Contingent Beneficiary(ies)** (applicable only if you are not survived by one or more primary beneficiaries)

C. Information Concerning The Contingent Beneficiary(ies):				
First name, middle initial, and last name of each beneficiary	Address (including Zip Code) of each beneficiary	Date of Birth	Relationship	*Percentage of Undelivered Benefits
				TOTAL = 100%

\* If no percentages are indicated, benefits will be divided equally between applicable beneficiaries.

It is understood that this Designation of Beneficiary is made under the Special Separation Benefit Plan of Unit Corporation and Participating Subsidiaries, as amended and restated effective December 31, 2012 and is subject to the terms and conditions stated in that plan, including the beneficiary’s survival of my death. If any of those conditions are not satisfied, those rights will transfer according to my will or the laws of descent and distribution.

It is further understood that all prior designations of beneficiary made by me under the plan, if any, with regard to this Separation Agreement are hereby revoked. I reserve the right to change (revoke) this Designation of Beneficiary. Any change of this designation of beneficiary must be in writing, signed by me and filed with the Company before my death.

**X** \_\_\_\_\_  
(Employee Name)

**X** \_\_\_\_\_  
Date

To receive a Special Separation Benefit in connection with a reduction in force or other Termination of Employment affecting a group of employees, an Eligible Employee must sign the following Separation Agreement "B" provided by the Company:

**SPECIAL SEPARATION AGREEMENT "B"**

[Name of Employing Company] ("Unit") and \_\_\_\_\_ ("Employee" or, "you") hereby agree as follows:

Your employment will end / ended on \_\_\_\_\_, 20\_\_ (Date Employment Ended).

In consideration for your agreement to the terms and conditions of this Separation Agreement ("Agreement"), Unit will pay you \$ \_\_\_\_\_ ("Separation Benefit"), in accordance with, and subject to the terms of the Special Separation Benefit Plan of Unit Corporation and Participating Subsidiaries (the "Plan"). You agree to comply with all terms of the Plan.

Payments will be paid in equal installments in the same manner as wages were paid to you.

You know that state and federal laws, including the Age Discrimination in Employment Act and Title VII of the Civil Rights Act of 1964, as amended, prohibit employment discrimination based upon age, sex, race, color, national origin, religion, handicap, disability, or veteran status, and that these laws are enforced through the United States Equal Employment Opportunity Commission ("EEOC"), United States Department of Labor, State Human Rights Agencies and courts of competent jurisdiction.

**YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.**

**YOU HAVE FORTY FIVE DAYS AFTER RECEIVING THIS AGREEMENT, AND THE WRITTEN STATEMENT PROVIDED WITH THIS AGREEMENT, TO CONSIDER WHETHER TO SIGN THIS AGREEMENT. YOU MAY SIGN THIS AGREEMENT BEFORE EXPIRATION OF THIS PERIOD OF TIME SHOULD YOU CHOOSE TO DO SO.**

**AFTER SIGNING THIS AGREEMENT, YOU HAVE ANOTHER SEVEN DAYS IN WHICH TO REVOKE CONSENT TO THIS AGREEMENT. THIS AGREEMENT DOES NOT TAKE EFFECT UNTIL THOSE SEVEN DAYS HAVE PASSED, AND YOU NOT BE ENTITLED TO ANY BENEFITS UNDER THIS AGREEMENT UNTIL THE REVOCATION PERIOD HAS EXPIRED.**

**YOU ACKNOWLEDGE THAT, ALONG WITH THIS AGREEMENT, YOU HAVE BEEN GIVEN A WRITTEN STATEMENT (A) WHICH DESCRIBES THE CLASS, UNIT, OR GROUP OF INDIVIDUALS COVERED BY THE PLAN, ELIGIBILITY FOR BENEFITS UNDER THE PLAN, AND ANY TIME LIMITS APPLICABLE TO THE PLAN; AND (B) THE JOB TITLES AND AGES OF INDIVIDUALS ELIGIBLE OR SELECTED FOR TERMINATION UNDER THE PLAN WITH YOU, AND THE AGES AND TITLES OF ALL INDIVIDUALS IN THE SAME JOB CLASSIFICATION OR TITLE AS THOSE EMPLOYEES ELIGIBLE OR SELECTED FOR TERMINATION UNDER THE PLAN WHO ARE NOT ELIGIBLE OR SELECTED FOR TERMINATION.**

In exchange for the Separation Benefit, you agree, on behalf of yourself, your legal representatives, heirs and beneficiaries, to fully and forever release, release and discharge Unit, its past, present and future successors, assigns, parent, subsidiaries, operating units, affiliates and divisions (and the agents, representatives, managers, owners, shareholders, officers, directors, employees and attorneys of those entities) (collectively referred to in this Agreement as the "Released Parties"), from all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses, damages, actions, and causes of action, whether in law or in equity, whether known or unknown, suspected or unsuspected, arising from your employment with and termination from Unit, as well as any injuries or damages suffered during the course of your employment with Unit, including, but not limited to, any and all claims under Title VII of the Civil Rights

Act of 1964 (42 U.S.C. § 2000e, *et seq.*), as amended by the Civil Rights Act of 1991, which prohibits discrimination and/or harassment in employment based on race, color, national origin, religion or sex; the Civil Rights Act of 1966 (42 U.S.C. §1981, 1983 and 1985), which prohibits violations of civil rights; the Age Discrimination in Employment Act of 1967, as amended, (29 U.S.C. §621, *et seq.*), which prohibits age discrimination in employment; Section 510 of the Employment Retirement Income Security Act of 1974, as amended (ERISA”) (29 U.S.C. § 1140), which protects employees from employment discrimination relative to certain employee benefits; the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101, *et seq.*) which prohibits discrimination against the disabled; the Family and Medical Leave Act of 1993 (29 U.S.C. §2601 *et seq.*), which provides medical and family leave; the Genetic Information Nondiscrimination Act (42 U.S.C. § 2000ff-10), which prohibits discrimination based on genetic information; Uniformed Services Employment and Re-Employment Rights Act of 1994 (38 U.S.C. §§ 430 *et seq.*), which prohibits discrimination based on U.S. military service; the Fair Labor Standards Act (42 U.S.C. §201 *et seq.*), including the Wage and Hour Laws relating to payment of wages; claims for Workers’ Compensation and any and all other federal, state and local laws and regulations, including claims under applicable state anti-discrimination laws.

The waiver and release of liability in this Agreement also includes, but is not limited to, a release of the Released Parties by you of any claims for severance pay or severance benefits beyond those specifically set forth in this Agreement, breach of contract, mental pain suffering and anguish, emotional upset, impairment of economic opportunities, unlawful interference with employment rights, defamation, intentional or negligent infliction of emotional distress, fraud, wrongful termination, wrongful discharge in violation of public policy, breach of any express or implied covenant of good faith and fair dealing, that Unit has dealt with you unfairly or in bad faith, and all other common law contract and tort claims.

Nothing in this Agreement, however, releases or diminishes any claims for benefits to which you may be entitled from or under any plan of Unit that is governed by ERISA. Except as described below, you agree and covenant not to file any suit, charge or complaint against the Released Parties in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of your employment with Unit or separation from Unit. You further represent that no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to your employment by Unit.

Despite the above provisions or anything else contained in this Agreement to the contrary, this Agreement does not operate to release any claims that may not be released as a matter of law or any claims or rights with respect to the Separation Benefit. Further, this Agreement will not prevent you from doing any of the following:

- a. obtaining unemployment compensation, state disability insurance or workers’ compensation benefits from the appropriate agency of the state in which you live and work, *provided* you satisfy the legal requirements for those benefits (nothing in this Agreement, however, guarantees or otherwise constitutes a representation of any kind that you are entitled to those benefits);
- b. asserting any right that is created or preserved by this Agreement, like your right to receive the Separation Benefit; and
- c. filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, you agree that you are giving up (and hereby do give up) any rights to receive remedial relief (like reinstatement, back pay, or front pay) or monetary damages in any charge, complaint, or lawsuit filed by you or by anyone else on your behalf.

You agree that you have carefully read and fully understand all the provisions of this Agreement. This is the entire Agreement between you and Unit, and it is legally binding and enforceable. You agree that

you have not relied upon any representation or statement, written or oral, not set forth in this Agreement when signing this Agreement.

The parties agree that if a lawsuit relating or pertaining to this Agreement is filed, then the prevailing party will be entitled to collect from the other party the reasonable attorney fees, costs, charges, and expenses it incurs. For purposes of this paragraph, "prevailing party" means the party who has obtained the majority of relief on the disputed claim(s), whether by court order, verdict, or voluntary dismissal (except for in the case of a mutual settlement).

This Agreement shall be governed and interpreted under federal law and the laws of the State of Oklahoma, notwithstanding such State's choice of law provisions. If any part of this Agreement is held by a court of competent jurisdiction to be void or voidable, such holding shall not apply to render void or voidable the provisions of this Agreement not encompassed in the court's holding. Where necessary to maintain this Agreement's validity, a court of competent jurisdiction may modify the terms of this Agreement to the extent necessary to effectuate its purposes as demonstrated by the terms and conditions stated herein.

You knowingly and voluntarily sign this Agreement.

1. You acknowledge receipt of this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_  
(Employee)

2. You acknowledge signing and, in signing, consenting to this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_  
(Employee)

3. You acknowledge that the seven (7) day revocation period shall end (***Revocation period must be a date which is at least 7 days from the date in paragraph number 2***), and this Agreement shall be effective and enforceable as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_  
(Employee)

(Name of Employing Company)

By: \_\_\_\_\_

Mark E. Schell, Senior Vice President

Date: \_\_\_\_\_

**DESIGNATION OF BENEFICIARY**  
**FOR AGREEMENT MADE UNDER THE**  
**Special Separation Benefit Plan of Unit Corporation and Participating Subsidiaries**

<b>A. Identification</b>	
Participant Name:	(Employee Name)
Participant's Social Security Number:	<b>X</b> <b>XXX-XX-</b> ____ <b>(last four digits of SS#)</b>

I hereby designate the following as my beneficiary(ies) entitled to receive any remaining payment(s) of my Separation Benefits that are subject to this Separation Agreement dated **(Date of Agreement)** (date employment ended).

B. Information Concerning The Primary Beneficiary(ies):				
First name, middle initial, and last name of each beneficiary	Address (including Zip Code) of each beneficiary	Date of Birth	Relationship	*Percentage of Unpaid Benefits
				TOTAL = 100%

[Designation of Beneficiary Continued on Next Page]



**Contingent Beneficiary(ies)** (applicable only if you are not survived by one or more primary beneficiaries)

C. Information Concerning The Contingent Beneficiary(ies):				
First name, middle initial, and last name of each beneficiary	Address (including Zip Code) of each beneficiary	Date of Birth	Relationship	*Percentage of Unpaid Benefits
				TOTAL = 100%

\* If no percentages are indicated, benefits will be divided equally between applicable beneficiaries.

It is understood that this Designation of Beneficiary is made under the Special Separation Benefit Plan of Unit Corporation and Participating Subsidiaries, as amended and restated effective December 31, 2012 and is subject to the terms and conditions stated in that plan, including the beneficiary’s survival of my death. If any of those conditions are not satisfied, those rights will transfer according to my will or the laws of descent and distribution.

It is further understood that all prior designations of beneficiary made by me under the plan, if any, with regard to this Separation Agreement are hereby revoked. I reserve the right to change (revoke) this Designation of Beneficiary. Any change of this designation of beneficiary must be in writing, signed by me and filed with the Company before my death.

**X** \_\_\_\_\_  
**(Employee Name)**

**X** \_\_\_\_\_  
**Date**