

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

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

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

Is Section: Regular or Irregular

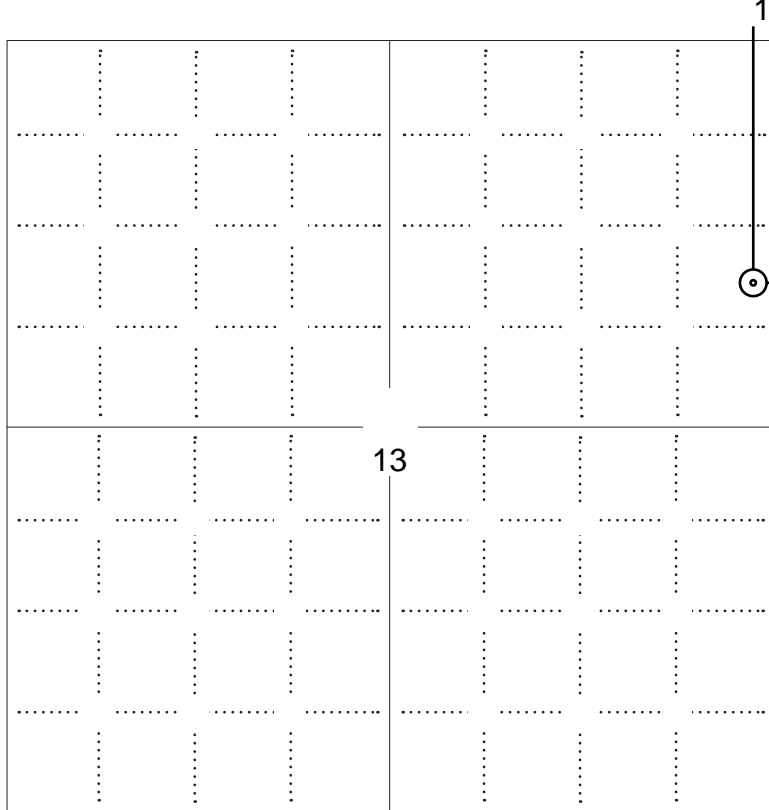
If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

PLAT

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

You may attach a separate plat if desired.



LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



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

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

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

APPLICATION FOR SURFACE PIT

Submit in Duplicate

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

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



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

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

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

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

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

Surface Owner Information:

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

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

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

Select one of the following:

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

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

I Submitted Electronically

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator: Downing Nelson Oil Company Inc.
Lease: Sunley-Rohr Unit
Well Number: 1-13
Field: Wildcat

Location of Well: County: Ellis
1,660 feet from N / S Line of Section
145 feet from E / W Line of Section
Sec. 13 Twp. 14 S. R. 19 E W

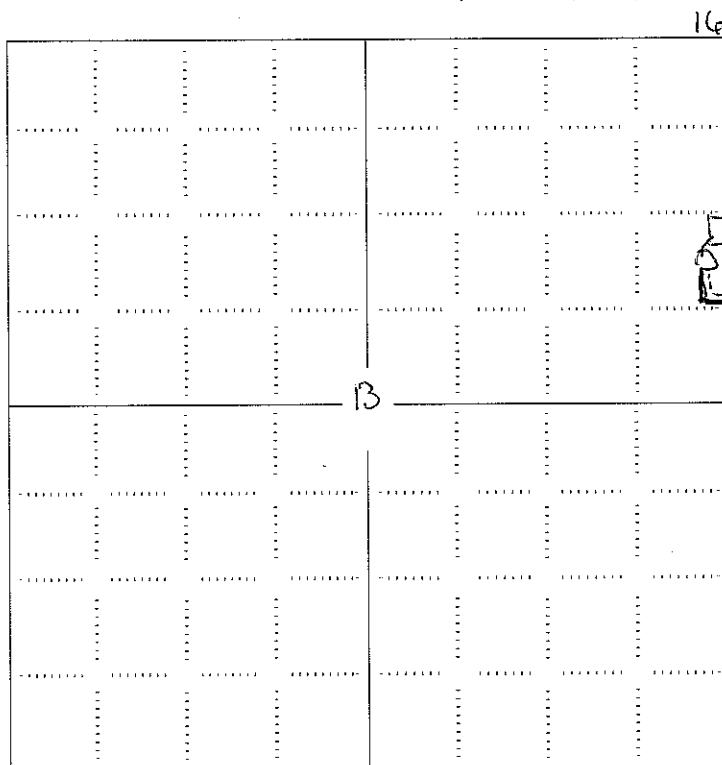
Number of Acres attributable to well: 40
QTR/QTR/QTR/QTR of acreage: SE - NE - SE - NE

Is Section: Regular or Irregular

If Section is Irregular, locate well from nearest corner boundary.
Section corner used: NE NW SE SW

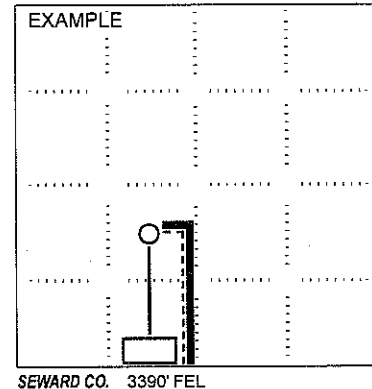
PLAT

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



LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



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

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

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

63U (Rev. 1993)

OIL AND GAS LEASE

Recorder No.
09-115

Kansas Blue Print
 FORMS FOR SALE
 Wichita, KS 67201-0202
 316-264-9344 • 264-5165 Fax
 www.kbp.com • kbp@kbp.com
AGREEMENT, Made and entered into the 19th day of January 2010by and between Earl L. Sunley, a single person, individually and as Trustee of the
Earl L. Sunley Irrevocable Trust dated July 17, 2006

whose mailing address is _____

and Downing-Nelson Oil Co., Inc.

_____ hereinafter called Lessor (whether one or more),

_____ hereinafter called Lessee;

Lessor, in consideration of One & other valuable consideration Dollars \$ 1.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Ellis State of Kansas described as follows to-wit:

Northeast Quarter (NE/4)

In Section 13 Township 14 S Range 19 W and containing 160 acres, more or less, and all accretions thereto.Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8) at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by Lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, Lessee shall bury Lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor, hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land; lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

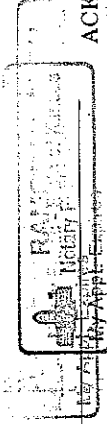
Witnesses:



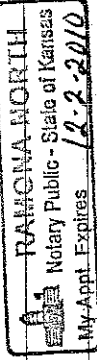
Earl L. Sunley, individually and as Trustee
of the Earl L. Sunley Irrevocable Trust dated
July 17, 2006

STATE OF KANSAS ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF ELLIS 2010
The foregoing instrument was acknowledged before me this 19th day of January
by Earl L. Sunley, a single person, individually and as and
Trustee of the Earl L. Sunley Irrevocable Trust dated July 17, 2006

My commission expires Dec. 2, 2010
Ramona North Notary Public



STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____



My commission expires _____
_____ Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____

My commission expires _____
_____ Notary Public

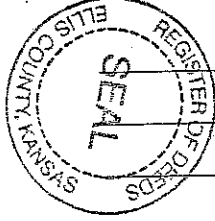
STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____

My commission expires _____
_____ Notary Public

OIL AND GAS LEASE

FROM

TO _____
Date _____
Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____
County _____



STATE OF Kansas
County Ellis

This instrument was filed for record on the 21
day of January 2010
at 8:00 o'clock A. M., and duly recorded
in Book 735 Page 737
of _____

the records of this office.

By Rebecca D. ...
Register of Deeds. 1812.00

LAW OFFICE OF

When recorded, return to

Gregory F. Sandon, P.A.

P.O. BOX 108

824 WASHINGTON STREET

ELLIS, KANSAS 67637
PHONE (785) 726-3129

STATE OF _____ ACKNOWLEDGMENT FOR CORPORATION (KsOrCoNe)
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____

by _____ a _____

corporation, on behalf of the corporation.

My commission expires _____

Notary Public

THIS AGREEMENT, Entered into this the 16 day of November 2012 between
Allan Richard Rohr and Kimberly Kay Rohr, husband and wife

and Downing-Nelson Oil Company Inc. hereinafter called lessor,
hereinafter called lessee, does witness:
Dollars in hand paid and of the coven-
ants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease and
let exclusively unto the lessee the hereinafter described land together with any reversionary rights therein, and with the right to unitize on any part thereof
with other oil and gas leases as to all or any part of the land, mining, and operating for, producing and saving all of the oil (including but not limited to distillate
and condensate) and gas (including but not limited to casinghead gas, helium and all other gases and all constituents of all gases), and for constructing roads,
laying pipe lines, building tanks, storing oil, building towers, stations, electric and electric transmission lines and other structures thereon necessary or convenient
for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, said tract
of land being situated in the County of Ellis State of Kansas and described as follows:

West Half of the Northwest-Quarter (W/2 NW/4) ✓

In Section 18 Township 14S Range 18W and containing 80 acres, more or less.
This lease shall remain in force for a term of One (1) years from date (herein called "primary term"), and as long thereafter as oil, gas, or
any of the substances covered by this lease is or can be produced.

The lessee shall deliver, as royalty, free of cost, to lessor at the wells, or to the credit of lessor into the pipe line to which lessee may connect its wells,
the equal one-eighth (1/8) part of all oil (including but not limited to distillate and condensate) produced and saved from the leased premises, or at the lessee's option
oil is run into the pipe line or into storage tanks.

The lessee shall pay to lessor for gas of whatsoever nature or kind (with all of its constituents) produced and used by the lessee for the manufacture of
gasoline or any other product, as royalty, one-eighth (1/8) of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty
of the proceeds of the sale thereof at the mouth of the well; said payments to be made monthly. During any period (whether before or after ex-
piration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or other opera-
tion on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained here-
under, such in and through to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such
well is shut in and the back on the anniversary date of this lease. If the well or wells are shut in, to the royalty owners or to the royalty owner's credit in
the rental depository bank, remainder designated. When such payment or tender is made it will be considered that gas is being produced within the meaning of the
entire lease. Out of any surplus money needed for operations hereunder, the lessor may have, free of charge, gas from any gas well on the leased premises for stoves and
inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

If drilling operations or mining operations are not commenced on the leased premises on or before one year from this date, this lease shall then terminate
as to both parties unless lessee on or before the expiration of said period shall pay or tender to lessor, or to the credit of lessor in
 Bank at or any successor bank, the sum of

 Dollars (\$), hereinafter called "rental", which shall extend for twelve months
the time within which drilling operations or mining operations may be further deferred. Thereafter, annually, in like manner and upon like payments or tenders the com-
mencement of drilling operations or mining operations shall be further deferred for periods of twelve months each during the primary term. Payment or tender of
rental may be made by check or draft of lessee, delivered or mailed to the rental depository bank or lessor (at address last known to lessee) on or before such
date for payment, and the payment or tender will be deemed made when the check or draft is so delivered or mailed. If said named or successor bank (or any
other bank which may, as hereinafter provided, have been designated as depository) should fail or liquidate or for any reason refuse or fail to accept rental, lessee
shall not be held in default for failure to make such payment or tender of rental until thirty days after lessor shall deliver to lessee a proper recordable instrument
naming another bank to receive such payments or tenders. The above named or successor bank or any other bank which may be designated as depository shall be
lessor's agent. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first
work, other than surveying or staking the location, is done thereon which is necessary for such operations.

If at any time prior to the discovery of oil or gas on this land and during the primary term of this lease, the lessee shall drill a dry hole or dry holes on
this land, this lease shall terminate if the lessee commences further drilling operations or commences or resumes the payment of rentals in the manner and in the
amount heretofore provided by the rental paying date, if any, next ensuing after thirty (30) days following the completion of the dry hole, or if there be no such
rental paying date, commence such further operations before the expiration of the primary term.

In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals
herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such royalty and rentals
increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the
land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at
any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the
right to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original
condition, where any alterations or changes were due to operations reasonably necessary under this lease.

The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, devisees, executors, admin-
istrators, successors and assigns. However, no change or division in ownership of the lands, rentals, or royalties shall enlarge the obligations or diminish the rights
of the lessee. No change of ownership in the lands, rentals, royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with
either the original receipt of conveyance or a duly certified copy thereof or a duly certified copy of the will of any deceased owner and of the probate
thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with
all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest
claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any and all direct or indirect assignees, grantees,
devisees, administrators, executors or heirs of lessor. In the event this lease shall be assigned as to a part or as to parts of the above described land and the hold-
er or holders of the lease as to any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default
shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the lessee or any assignee hereof shall make due payment
of said rentals.

If the leased premises are now or shall hereafter be owned in severality or in separate tracts, the premises may nevertheless be developed and operated
as one lease, and all royalties accruing hereunder shall be paid to such separate owners in the proportion that the acreage owned by each separate
owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this
lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate receiving or measuring tanks or devices.

Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in
whole or in part any taxes, mortgages, or other liens existing, levied, or assessed against the above described lands and, in event it exercises such option, it
shall be subrogated to the rights of any holder of such mortgage, tax or other lien.

Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence to drill a well or commence opera-
tions are prosecuted and, if production results therefrom, then as long as production continues.

Lessee may at any time and from time to time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or
by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all pay-
ments and rentals hereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid and provisions
reduced in the proportion that the acreage covered hereby is reduced by each such release, but as to the portion of the acreage not released the terms and provisions
of this lease shall continue and remain in full force and effect for all purposes.

All governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages
thereof) for failure to comply with any of the express completed provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations
thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted au-
thority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not
being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is avail-
able, but the lessee shall pay delay rentals herein provided during such extended time.

Lessee is hereby granted the right at any time and from time to time, either before or after production is obtained, to form or reform a unit or units
covering the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or
strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more
than 40 acres (plus such tolerance as may be appropriate by reason of oversize legal subdivisions), or for the production primarily of gas with or without distillate
more than 640 acres (plus such tolerance as may be appropriate by reason of oversize legal subdivisions); provided that if any governmental regulation shall prescribe
a spacing pattern for the development of the field or allocate a production or acreage based on acreage per well, then any such unit may embrace as much additional
acreage as may be so prescribed or as may be used in such allocation of allowances upon and production from the unit shall be in accordance with such additional
ore created in order to form, to reform, or to dissolve a unit or units. Operations upon and production from the unit shall be as below provided, and shall be treated for all pur-
poses as if the acreage were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and that in calcu-
lating the amount of any rentals or shut in gas royalties, only that part of the acreage or fractionally leased and then actually embraced by this lease shall be counted.
In respect to production from the unit, lessee shall pay lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the
amount of this acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

Should any one or more of the parties above named as lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do exe-
cute it as lessor. The word "lessor" as used in this lease means the party or parties who execute this lease as lessor, although not named above.

IN WITNESS WHEREOF, we sign this day and year first above written.

Allan Richard Rohr

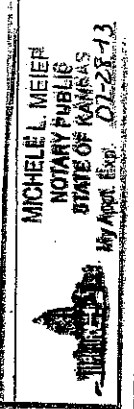
Kimberly Kay Rohr

Allan Richard Rohr

Kimberly Kay Rohr

STATE OF Kansas ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF Ellis
The foregoing instrument was acknowledged before me this 16 day of November 2012
by Alan Richard Rohr & Kimberley Kay Rohr and _____

My commission expires 07-28-2013
Michele L. Meier
Notary Public



STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____

My commission expires _____
Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____

My commission expires _____
Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____

My commission expires _____
Notary Public

OIL AND GAS LEASE

_____ No. _____
FROM _____
TO _____
Date _____
Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____
County _____
STATE OF Kansas
County Cole
This instrument was filed for record on the 20 day of November 2012
at 10:00 o'clock A.M., and duly recorded
in Book 811 Page 182 of _____
the records of this office.
By Rolanda Burgess Register of Deeds.
When recorded, return to Downing - Nelson Oil Co., Inc.
111 West 10th



Checked _____
Numerical RF
in Direct CA
Direct CA

STATE OF _____ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____
by _____
of _____
corporation, on behalf of the corporation.
My commission expires _____
Notary Public

Conservation Division
Finney State Office Building
130 S. Market, Rm. 2078
Wichita, KS 67202-3802



Phone: 316-337-6200
Fax: 316-337-6211
<http://kcc.ks.gov/>

Mark Sievers, Chairman
Thomas E. Wright, Commissioner
Shari Feist Albrecht, Commissioner

Sam Brownback, Governor

May 07, 2013

Ron Nelson
Downing-Nelson Oil Co Inc
PO BOX 1019
111 West 10th Street
HAYS, KS 67601

Re: Drilling Pit Application
Sunley-Rohr Unit 1-13
NE/4 Sec.13-14S-19W
Ellis County, Kansas

Dear Ron Nelson:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as practical after drilling operations have ceased. KEEP PITS away from draw/drainage.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (785) 625-0550 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (785) 625-0550.