

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

| For KCC | Use: |
|------------|--------|
| Effective | Date: |
| District # | |
| SGA? | Yes No |

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1157974

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

NOTICE OF INTENT TO DRILL

| Expected Spud Date: | Spot Description: |
|---|--|
| month day year | Sec Twp S. R 🔲 E 🔲 V |
| DPERATOR: License# | (0/0/0/0) feet from N / S Line of Section |
| Name: | feet from E / W Line of Section |
| ddress 1: | Is SECTION: Regular Irregular? |
| ddress 2: | (Note: Locate well on the Section Plat on reverse side) |
| State: | County: |
| Contact Person: | Lease Name: Well #: |
| hone: | Field Name: |
| CONTRACTOR: License# | Is this a Prorated / Spaced Field? |
| lame: | Target Formation(s): |
| Well Drilled For: Well Class: Type Equipment: | Nearest Lease or unit boundary line (in footage): |
| Oil Enh Rec Infield Mud Rotary | Ground Surface Elevation:feet MS |
| Gas Storage Pool Ext. Air Rotary | Water well within one-quarter mile: |
| Disposal Wildcat Cable | Public water supply well within one mile: |
| Seismic ; # of Holes Other | Depth to bottom of fresh water: |
| Other: | Depth to bottom of usable water: |
| If OWWO: old well information as follows: | Surface Pipe by Alternate: I II |
| | Length of Surface Pipe Planned to be set: Length of Conductor Pipe (if any): |
| Operator: | Projected Total Depth: |
| Well Name: Original Total Depth: | Formation at Total Depth: |
| Original Completion Date Original Total Deptil | Water Source for Drilling Operations: |
| Directional, Deviated or Horizontal wellbore? | Well Farm Pond Other: |
| f Yes, true vertical depth: | DWR Permit #: |
| Bottom Hole Location: | (Note: Apply for Permit with DWR) |
| CC DKT #· | |
| NOO DINT # | Will Cores be taken? YesN |
| OO DINI # | Will Cores be taken?N If Yes, proposed zone: |
| | |
| AFF | If Yes, proposed zone: |
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| For KCC Use ONLY | |
|------------------|--|
| API # 15 | |

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

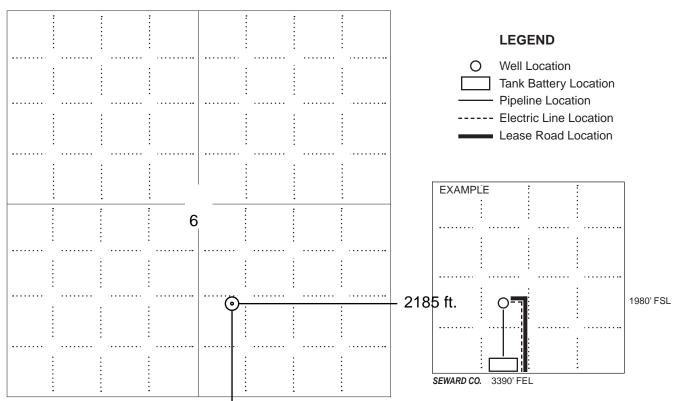
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

| Operator: | Location of Well: County: |
|---------------------------------------|--|
| Lease: | feet from N / S Line of Section |
| Well Number: | feet from E / W Line of Section |
| Field: | Sec Twp S. R |
| Number of Acres attributable to well: | 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.



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

1275 ft.

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.



Kansas Corporation Commission Oil & Gas Conservation Division

Form CDP-1
May 2010
Form must be Typed

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: Pit is: | | | | | |
| Emergency Pit Burn Pit | Proposed | Existing | SecTwp R | | |
| Settling Pit Drilling Pit | If Existing, date co | nstructed: | Feet from North / South Line of Section | | |
| Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) | Pit capacity: | | Feet from East / West Line of Section | | |
| | | (bbls) | County | | |
| Is the pit located in a Sensitive Ground Water Area? Yes | | No | Chloride concentration: mg/l (For Emergency Pits and Settling Pits only) | | |
| Is the bottom below ground level? | Artificial Liner? | | How is the pit lined if a plastic liner is not used? | | |
| Yes No Yes N | | No | | | |
| Pit dimensions (all but working pits): | Length (fe | et) | Width (feet)N/A: Steel Pits | | |
| | om ground level to dee | | | | |
| If the pit is lined give a brief description of the li material, thickness and installation procedure. | ner | | dures for periodic maintenance and determining cluding any special monitoring. | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Distance to nearest water well within one-mile of | of pit: | Depth to shallo Source of infor | west fresh water feet. nation: | | |
| feet Depth of water well | feet | measured | well owner electric log KDWR | | |
| Emergency, Settling and Burn Pits ONLY: | | Drilling, Work | over and Haul-Off Pits ONLY: | | |
| Producing Formation: | | Type of material utilized in drilling/workover: | | | |
| Number of producing wells on lease: | | Number of working pits to be utilized: | | | |
| Barrels of fluid produced daily: | | Abandonment | procedure: | | |
| Does the slope from the tank battery allow all s flow into the pit? Yes No | pilled fluids to | Drill pits must b | e closed within 365 days of spud date. | | |
| | | | | | |
| Submitted Electronically | | | | | |
| | | | | | |
| | | | | | |
| | ксс | OFFICE USE O | NLY Liner Steel Pit RFAC RFAS | | |
| Date Received: Permit Num | her· | Permi | t Date: Lease Inspection: Yes No | | |



1157974

Form KSONA-1
July 2010
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 (CB-1) | Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application) |
|---|--|
| OPERATOR: License # | Well Location: |
| Name: | SecTwpS. R East |
| Address 1: | County: |
| Address 2: | Lease Name: Well #: |
| City: State: Zip:+ | If filing a Form T-1 for multiple wells on a lease, enter the legal description of |
| Contact Person: | the lease below: |
| Phone: () Fax: () | |
| Email Address: | |
| Surface Owner Information: | |
| Name: | When filing a Form T-1 involving multiple surface owners, attach an additional |
| Address 1: | 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 |
| Address 2: | county, and in the real estate property tax records of the county treasurer. |
| City: | |
| the KCC with a plat showing the predicted locations of lease roads, tank | dic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted. |
| ☐ I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be to CP-1 that I am filing in connection with this form; 2) if the form to form; and 3) my operator name, address, phone number, fax, at ☐ I have not provided this information to the surface owner(s). I at KCC will be required to send this information to the surface owner(s). | cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this |
| task, I acknowledge that I am being charged a \$30.00 handling If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP- | fee with this form. If the fee is not received with this form, the KSONA-1 |
| Submitted Electronically | |

PRODUCERS 88-PAID UP Rev. 5-60, No. 2

OIL AND GAS LEASE

SCANNED Sheridan County, Kansas FLED FOR BECORD This Off day of FCD 20 CROSS-INDEXED STERO AT 10:05 o'clock A _o'clock_*A*__M.. in _Page**20**.7-208 161286 Register of Deeds

the Jarold Tex Shaw Revocable Inter

, 20*[&*

AGREEMENT, Made and entered into the 16th day of January, 2012 by and between An undivided one-half interest held by

Vivos Trust, dated the 6th day of October 1993 and an undivided one-half interest held by the Charlene Shaw Revocable Inter Vivos Trust dated

the 6th day of October 1993, P.O. Box 133, Selden, KS 67757 hereinster called Lessor (whether one or more)

and MICA Energy Corp. 6121 S. 58th Street, Lincoln, NE 68516 , hereinafter called Less

WITNESSETH, That the Lessor, for and in consideration of <u>One and more</u> DOLLARS each in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements bereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipelines, and erection of structures thereon to produce, save and take care of said products, and the injection of water, brine and other substances into the subsurface strata, said certain tract of land situated in the Counties of Sheridan and Decatur, State of <u>Kansas</u>, described as follows, to-wit:

Township 6 South, Range 29 West, Sheridan County, Kansas

Section 6: Northwest Quarter of the Southeast Quarter (NW/4SE/4), Northeast Quarter (NE/4), North Half of the Southwest Quarter (N/2SW/4), South Half of the Northwest Quarter (S/2NW/4), and the Northeast Quarter of the Northwest Quarter (NE/4NW/4), 400 acres, more or less

Township 5 South, Range 29 West, Decatur County, Kansas Section 32: Southeast Quarter (SE/4) 160 acres, more or less

acres, more or less and containing 560

- 1. It is agreed that this lease shall remain in force for a term of ONE (1) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith, and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall clapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land (90) days shall elapse between the completion thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cossation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lesse shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
- 2. This is a PAID-UP LEASE. In consideration of the cash down payment, Lessor agrees that Lessoe shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessoe may at any time or times during or after the primary term surrender this leaso as to all or any portion of said land and as to any strate or stratum by delivering to Lessoe or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

 3. In consideration of the premises the said Lessoe covenants and agrees:

- To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced 1** and saved from the lessed premises.
- 2⁵⁰. To pay Lessor <u>one-eighth (1/8)</u> of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

used on the premises, and it used in the manufacture of gasonne a royalty of one-eighth (1/8), payable monthly at the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas only is not sold or used, Lessee may pay or tender as royalty owners. One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

retained bereunder, such payment or trader to be made on or before the antiversary date of this lease next ensuing after the expination of 90 days from the date such well is shut in an attercrafter on or before the antiversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the mening of this lease.

5. If said Lease owns a less interest in the above-described limit dit in the carties of the whole and undivided fee.

6. Lesses shall have the right to use, first of cory Leaver's pipelines below plow depth.

7. When requested by Leaver than 500 feet to the house or bear own or as and shall for Lesses' operation thereon, except water from the wells of Lesses.

8. Lesses shall have the right a to see the own of the tot the boars of pipelines below plow depth.

9. Lesses shall have the right at such as the own of the tot the house or bear own or an additional promises without written consent of Lesson.

9. Lesses shall have the right at such that the production of the control of the contro

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Jarold Tex Shaw, Trustee of the Jarold Tex Shaw Revocable Inter Vivos Trust dated the 6th day of October, 1993 Tifishow

anor

Charlene Shaw, Trustee of the Charle Trust dated the 6th day of October, 1993

East Red Streak #3531

Revocable Inter Vivos

BOOK 286 PAGE 207

#3535-011

| STATE OF TEXAS | ACKNOWLEDGEMENT-INDIVIDUAL |
|---|---|
| 00 | 3/2 mary 200/2 |
| BEFORE ME, the undersigned, a Notary Public, in and for solid County and State, on the personally appeared Dayrold T. Shaw and Char | In an or madie Shaw to me known to be the |
| described in god who executed the within and foregoing instrument of writing | and acknowledged to me that \(\frac{72}{hec\frac{100}{2}} \) only executed the same as |
| free and voluntary act and deed, including the release and waiver of the right of home: IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and y | Sideo' sito tu na cabacul araten natens |
| 2 / 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | |
| | Notary Philic: 162548. Hay 281 Address: 162548. Hay 281 San Benits, Tx 78586 |
| HILDA N. TREVINO MY COMMISSION EXPIRES | aux 42500, 12 78586 |

DO NOT USE - FOR RECORDING PURPOSES ONLY

OIL AND GAS LEASE



Kansas Blue Print 700 S. Broodway PO Box 753 Wichita, KS 67201-0793 316-264-9344 — 264-5185 fax www.ldp.com - kdp@kdp.com

| Anna F. Albers, husband and wife 109 S. Missouri Selden, KS. 67757 whose mailing address is and MURFIN DRILLING COMPANY, INC., 250 N. WATER, SUITE 300, WICHITA, KS. 67202 Lessor, in consideration of Ten and more Dollars (\$ 10.00+) in 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 ut the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid bydrocarbons, all gas tespective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lin structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituant of the purpose of investigating and other write and other products manufactured therefrom, and housing and otherwise earning for its employees, the following described land, together with any reversionary rights and affering interest, therein situated in County of Sheridan State of Kansas Described as follow Section 6: S/2SW/4 Section 6: S/2SW/4 Section 6: SW/4SE/4 | |
|--|--|
| Selden, KS. 67757 whose mailing address is hereinafter called Lessor (whether of and MURFIN DRILLING COMPANY, INC., 250 N. WATER, SUITE 300, WICHITA, KS. 67202 hereinafter called Lessor, in consideration of Ten and more Dollars (\$ 10.00+) in 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 ut the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gas respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone line and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituend other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and aftersinterest, therein situated in County of Sheridan State of Kansas Described as follows: Township 6 South, Range 29 West Section 6: S/2SW/4 Section 6: SW/4SE/4 | nd |
| Selden, KS. 67757 whose mailing address is and MURFIN DRILLING COMPANY, INC., 250 N. WATER, SUITE 300, WICHITA, KS. 67202 Lessor, in consideration of Ten and more Dollars (\$ 10.00+) in 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 use the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gas respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lin structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituend other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and afterinterest, therein situated in County of Sheridan State of Kansas Described as follow Township 6 South, Range 29 West Section 6: S/2SW/4 Section 6: SW/4SE/4 | |
| whose mailing address is murfin described Lessor (whether of the lessor, in consideration of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively use the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gas respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone line structures and other products manufacture, therein situated therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and afterinterest, therein situated in County of Sheridan State of Kansas Described as follows: Township 6 South, Range 29 West Section 6: S/2SW/4 Section 6: SW/4SE/4 | |
| AURFIN DRILLING COMPANY, INC., 250 N. WATER, SUITE 300, WICHITA, KS. 67202 Lessor, in consideration of Ten and more Dollars (\$ 10.00+) in 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 use the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gas respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone line 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 manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and afterint interest, therein situated in County of Sheridan State of Kansas Described as follows: Township 6 South, Range 29 West Section 6: S/2SW/4 Section 6: SW/4SE/4 | |
| Lessor, in consideration of Ten and more Dollars (\$ 10.00+) in 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 use the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gas respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lin structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituand other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and afterinterest, therein situated in County of Sheridan State of Kansas Described as follow Township 6 South, Range 29 West Section 6: S/2SW/4 Section 6: SW/4SE/4 | one or more), |
| Lessor, in consideration of Ten and more Dollars (\$ 10.00+) in 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 ur the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gas respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone line 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 manufactured therefrom, and housing and otherwise earing for its employees, the following described land, together with any reversionary rights and afterinterest, therein situated in County of Sheridan State of Kansas Described as follows: Township 6 South, Range 29 West Section 6: S/2SW/4 Section 6: SW/4SE/4 | lled Lessee: |
| the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gas respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone line 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 of the products manufactured therefrom, and housing and otherwise earing for its employees, the following described land, together with any reversionary rights and afterinterest, therein situated in County of Sheridan State of Kansas Described as follow Township 6 South, Range 29 West Section 6: S/2SW/4 Section 6: SW/4SE/4 | n band paid, |
| Township 6 South, Range 29 West Section 6: S/2SW/4 Section 6: SW/4SE/4 | ses, and their les, and other uent products |
| Township 6 South, Range 29 West Section 6: S/2SW/4 Section 6: SW/4SE/4 | |
| In Section XXX Township XXX Range XXX and containing 120 acres, more or less and all accretion | |
| AAA TAAA TAAA TAAA TAAA TAAA TAAA TAAA | ns thereto |
| | |
| Subject to the provisions herein contained, this lease shall remain in force for a term of | erm"), and as |
| 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 an the leased premises. | id saved from |
| 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 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 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 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 t paragraph. | premises, or royalty One |
| 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 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 four 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 lessor only in the proportion which lessor's interest bears to the whole and undivided fee. | paid the said |
| 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 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 heir administrators, successors or assigns, but no change in the ownership of the land or assignment of reutals or royalties shall be binding on the lessee until after the lessee has be 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 portion or portions arising subsequent to the date of assignment. | een furnished |
| Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and there this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered. | eby surrender |
| 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 terminal 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 Regulations. | |
| Lessor bereby 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 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 undersi 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 homestead may in any way affect the purposes for which this lease is made, as recited herein. | igned lessors, |
| 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 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 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 a gas well. Lessee shall execute in writing and record in the conveyance records 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 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 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 of 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 bear acreage so pooled in the particular unit involved. | of oil, gas or 40 acres each of the county all purposes production is on production |
| OLYLE CE | es en |
| IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. | |
| X: Onna & albers X: allers Alfred A. Albers | |
| Amount moois | <u></u> |

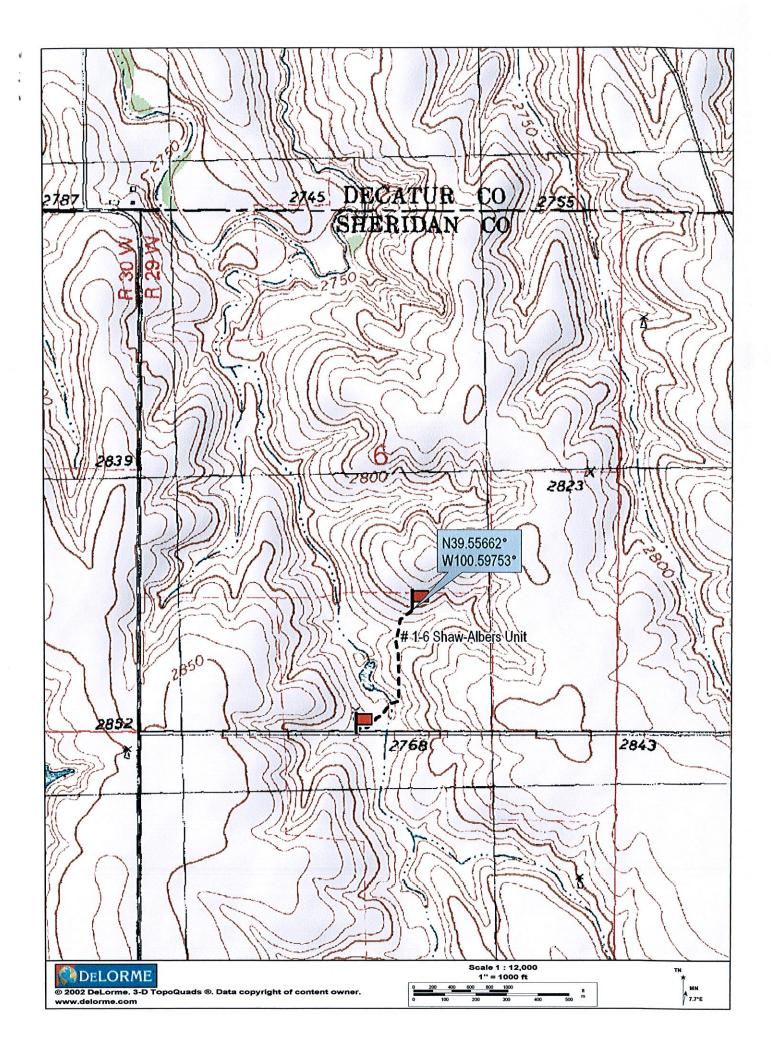
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| Notary Public TE OF ACKNOWLEDGMENT FOR INDIVIDUAL (KsOKCoNe) Motary Public Acknowledged before me this and day of Acknowledged before me this acknowledged before me this and day of Acknowledged before me this acknowledged before | OIL AND GAS LEASE |
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| DIE OF ASS SCKNOWIEdged before me this ASY OF SUITE OF KNOWLEDGMENT FOR INGINIDUAL (KSECKER) SPRICE L. ROBERT. BRUCE L. ROBERT. | con |
| Bruce L. Roberts, Notary Pub | |
| ommission expires 12-02-13 | Μλ α |
| Aifred A. Albers and Anna F. Albers, husband and wife | |
| oregoing instrument was acknowledged before me this / day of February 2012 | COUI |



Fall & Associates

Stake and Elevation Service 719 W. 5th Street P.O. Box 404 Concordia, KS. 66901 1.800.536.2821

| gen little gild America | | 1-800-536-2821 | | Date | 8-30-13 |
|---------------------------------|--------------|----------------|----------------|-------------|----------------|
| · | | | | Invoice Nun | nber 0827131 |
| AURFIN DRILLING | 1-6 | | Shaw-Alber | s Unit | |
| Operator | Numb | er - | Farm Nam | | |
| • | | | | | |
| Sheridan-KS | б | 6s 29w | 1275'FSL 2185' | FEL | |
| County-State | S | TR | Location | | |
| Murfin Drilling | | | ÉSZ | Elevation | 2796 Gr. |
| 250 N. Water | | | | Ordered By: | Shauna |
| Suite 300 Wichita, KS. 67202 | | | | | N |
| | | Scale 1"=1000" | | | |
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| | | | Stake | | |
| Set 5' Iron rod & 4' lath on i | maderata ele | 200 | 2185′. | _] | |
| pasture 140' S of fence line. | moderate sit | | * 7 | | • |
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| LPM LINE | | | 1 | | |
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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/

Sam Brownback, Governor

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

September 12, 2013

Shauna Gunzelman Murfin Drilling Co., Inc. 250 N WATER STE 300 WICHITA, KS 67202-1216

Re: Drilling Pit Application Shaw-Albers Unit 1-6 SE/4 Sec.06-06S-29W Sheridan County, Kansas

Dear Shauna Gunzelman:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed <u>without slots</u>, 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 file form CDP-5, 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.