For KCC Use ONLY	
API # 15	

# IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

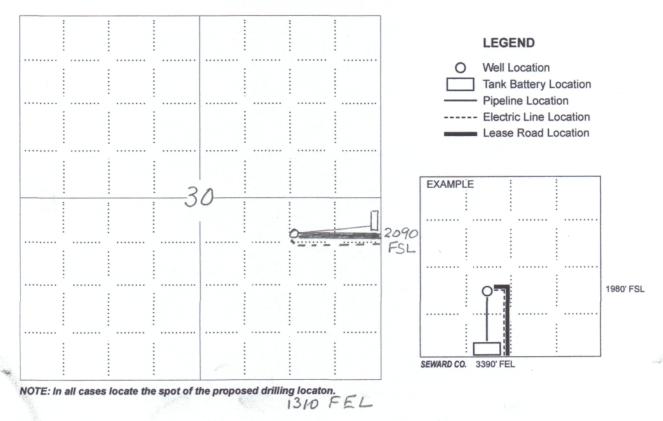
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: Mai Oil Operations, Inc.	Location of \	Well: County: Barto	on	2	
Lease: Frieb-Mainzer Unit	2,090		feet from	N / 🗙	S Line of Section
Well Number: 1	1,310		feet from 🗙		W Line of Section
Field: Wildcat -	Sec. 30	Twp. 17	S. R. 15		e 🗙 w
Number of Acres attributable to well:         QTR/QTR/QTR/QTR of acreage:	Is Section:	Regular or	Irregular		

If Section is Irregular	, locate v	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.



## 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,

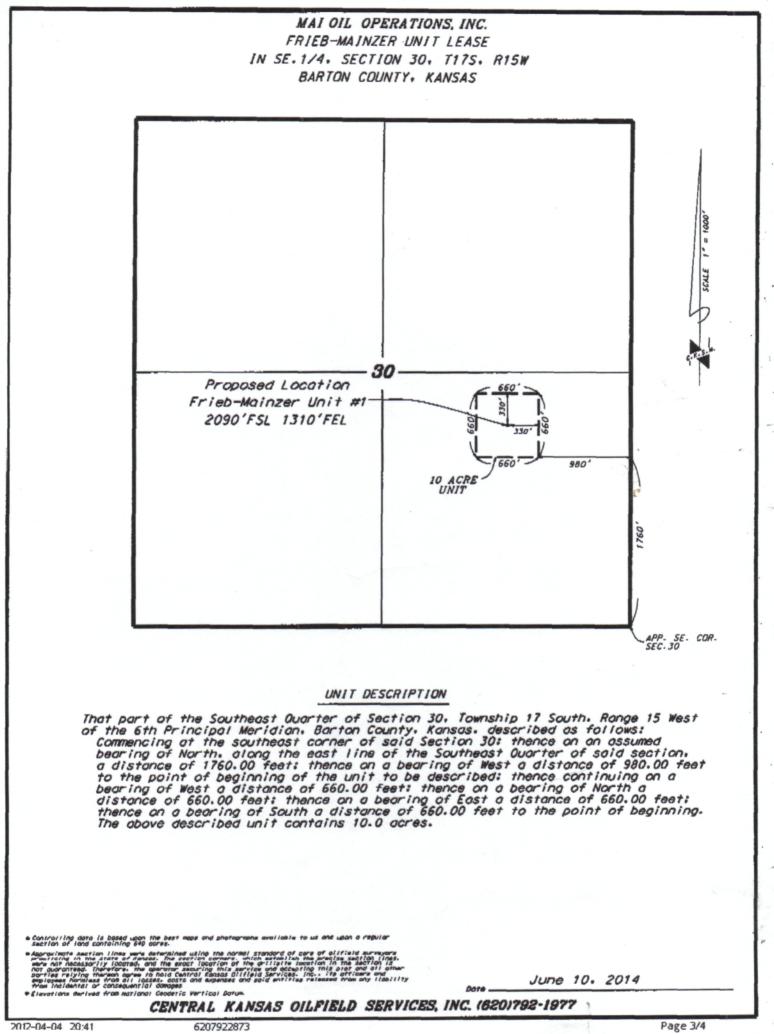
4 sections, etc.

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).
- 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.







FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP)	FORM 88	(PRODUCI	ER'S SPEC	IAL) (PAID-UF	9
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of

AGREEMENT, Made and by and between Neil **OIL AND GAS LEASE** 

entered into the	day of October	. 2013
Frieb, a single person		

whose mailing address 984 NW 100 RD, Olmitz, Ks 67564 hereinafter called Lessor (whether one or

and MAST DRILLING, INC.

hereinafter called Lessee

Lessor, in consideration of <u>One and OVC</u>. Dollars (§ 1.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provide 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, gases and their respective constituent products and other 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. therein situated in County Barton

State of Kansas described as follows to wit:

The East Half of the Southeast Quarter (E/2SE/4)

In Section 30 , Township, 17S Range, 15W and containing 80 Acres, more or less, and all accretions thereto, Subject to the provisions herein contained, this lease shall remain in force for a term of 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. Notwithstanding anything to the contrary contained herein, Lessee is hereby granted the exclusive option, to be exercised prior to the date on which this Lease or any portion thereof would expire in accordance with its terms and provisions, of extending this Lease for an additional period of three (3) years as to all of the average described herein that is expiring. The only action required by Lessee to exercise this option being payment to Lessor of an additional consideration of the sum of <u>Thirty Dollars (\$30.00</u>) per net mineral acre so extended which payment shall cover the entire three (3) years extended primary term. Such tender shall be via check or bank draft mailed to or delivered to Lessor at the above address (or such other address as Lessor may hereinafter famish Lessee via written notice). Should this option be exercised as herein provided it shall be considered for all purposes as though this Lease or grignally provided for a primary term. Such tender shall be via checks or bank draft mailed to or delivered to Lessor at the above address (or such other address as Lessor may hereinafter famish Lessee via written notice). Should this option be exercised as herein provided it shall be considered for all purposes as though this Lease or grignally provided for a primary term. Lessee is extended as to only a portion of the acreage then covered hereby, Lessee shall designate such portion by a recordable instrument. In Section

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

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 (1/4) part of all oil produced and saved from the leased premises.

 $2^{nd}$ . To pay lessor for gas of whatseever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products there from, one-eighth (½), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (½) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products, 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 lac assigned potion or portions arising associated in to the date of assignment. Lessee may at any time execute and deliver to lessor or place of record or releases covering any portion or potions 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 cut he use Creder Rule or Regulations. 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 nerein, 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.

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 *a* 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 traded 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 sipulated herein as the amount of his acreage place in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved. IN WITNESS WHEREOF, the undersigned execute this agreement as of the day and year first above written.

Witnesses: Neil Fineb Neil Frieb

SEAL

Index ( ) Numerical SU Cross DC Book Plat Book Military Book Art of Inc Book Scanned Stu

Book: 617 Page: 9800 Page #: 2

#### FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP)

REGISTER OF DEEDS WORKEY BARTON COUNTY, KS Book: 617 Page: 9868 Receipt #: 122442 Pages Recorded: 2 Date Recorded: 10/23/2012 0 000

OIL AND GAS LEASE

AGREEMENT, Made	and entered into the	SIL	day of OCT	NOER	2013
				s of The Marion Fra	ancis Frieb and Rose Marie Frieb
	evocable Living Trus				
	WW 100 Ave.,				hereinafter called Lessor (whether one or
s <del>3107</del>	N: Walnut Street, I	Hutchison, K	<del>s 67502</del>		more),
and MAST DRILLING,	NC				
and MIAGI DIALEEING,	inc.				
					hereinafter called Less
	on of One and O.V.				Dollars (\$ 1.00 ) in hand paid, receipt of whi
the purpose of investigating, expl and their respective constituent p telephone lines, and other structu	oring by geophysical an roducts, injecting gas, ires and things thereon aent products and other	d other means, water, other flui to produce, say products manuf	prospecting drilling, mi ds, and an into subsurf e, take care of, treat, r	ining and operating for face strata, laying pip manufacture, process,	y grants, leases and lets exclusively unto lessee for and producing oil, liquid hydrocarbons, all gas be lines, storing oil, building tanks, power station store and transport said oil, liquid hydrocarbo be caring for its employees, the following describ
	rton	State of	Kansas		described as follows to wit:
		The East Hal	f of the Southeast Quart	ler (E/2SE/4)	
thereafter as oil, liquid hydrocarb Notwithstanding anything to the oportion thereof would expire in as described herein that is expiring. <u>Thirty Dollars (\$30.00</u> ) per net m bank draft mailed to or delivered to	ons, gas or other respect contrary contained herei cordance with its terms The only action require ineral acre so extended Lessor at the above addi all be considered for all	tive constituent n, Lessee is here and provisions, d by Lessee to o which payment ress (or such othe purposes as tho	products, or any of ther eby granted the exclusiv of extending this Lease exercise this option bein shall cover the entire th rr address as Lessor may ugh this Lease original	m, is produced from save option, to be exercise for an additional pering payment to Lessor ource (3) years extended there inafter furnish Lesly provided for a prime provided for a prime prime provided for a provided for a provided for a	his date (called "primary term"), and as long aid land or land with which said land is pooled. ised prior to the date on which this Lease or any riod of three (3) years as to all of the acreage of an additional consideration of the sum of d primary term. Such tender shall be via check or ssee via written notice). Should this option be lary term of $\underline{six}(6)$ years. If this Lease is instrument.
In consideration of the	premises the said lesse	e covenants and	agrees:		
1 <sup>st</sup> . To deliver to the produced and saved from the leas		cost, in the pip	e line to which lessee r	may connect wells on	a said land, the equal one-eighth (1/s) part of all
one-eighth (1/2), at the market price for the gas sold, used off the prem	the at the well, (but, as to nises, or in the manufacter as royalty. One Dollar (	gas sold by les ture of products (\$1,00) per yea	see, in no event more t s, said payments to be n r per net mineral acre	than one-eighth (1/2) of made monthly. Where	sed in the manufacture of any products there from f the proceeds received by lessee from such sale e gas from a well producing gas only is not sold and if such payment or tender is made it will.
within the term of this lease or an	y extension thereof, the	lessee shall have	ve the right to drill such	well to completion w	tions. If the lessee shall commence to drill a will a will be a solution of the second dispatch, and if oil how well had been completed within the term of year of year of the second se
If said lessor owns a l shall be naid the said lessor only i					state therein, then the royalties herein provided t

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 lesse

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 premi es 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.

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 heris, 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 or releases 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.

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 professor, and in undersigned lessors, by themselves and their heirs, successors and assigns, hereby surrender and release all 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 lesse's indgment 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 40 acres each in the event of a first or unit shall be traded as if production is had from this lease. If production is found on the pooled acreage, it shall be traded as if production is had from this lease, whether the well or wells be located on the premises overed by this lease or not. In lice of the royalties elsewhere herein specified, lessor shall be traced on the premises overed by this lease or not. In lice of the royalties elsewhere herein specified, lessor shall receive on production from the is lease to rotate the production is had from this lease. It production is found on the pooled acreage, it shall be traded as if production is had from this lease, whether the well or wells be located on the premises overed by this lease oron. In lice of the royalties elsewhere herei

Marion Francis Friend Trustee

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	Military Book
	Art of Inc Book
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Rose Marie Frieb as Trustee BOF SEAL

### **OIL AND GAS LEASE**

GREEMENT, M	lade and entered into the	$12^{\text{th}}$	day of	July	. 2013	
	Jolene G. Mainz	er and D	avid Mainz	er, wife a	nd husband as Joint Tenants with rights of	
by and between	survivorship					

2410 North Covington Court, Wichita, KS 67205 whose mailing address is hereinafter called Lessor (whether one or more).

and MAST DRILLING, INC. hereinafter called Lessee: ) in hand paid, s and lets event Lessor, in consideration of One and O.V.C Dollars (\$ 1.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provide 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 liquid hydrocarbons, gases and their respective constituent products and other products manufacture 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,

Barton Kansas therein situated in County of State of described as follows to wit:

#### The North Half of the Southwest Quarter (N2 SW4) of Section 29 and the West Half of the Southeast Quarter (W2 SE4) of Section 30 Acres more or less and all accretions

Range 15W 160 Township 17S and containing thereto In Section

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

14". 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 (½) part of all oil nd saved from the leased premises.

2<sup>al</sup>. 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 (%), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products, 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.

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REBISTER OF DEEDS a) BARTON COUNTY, KS G17 Parge: BSCS local Feest F

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Tolese ne G. Mainzer