

Well will not be drilled or Permit Expired Date: \_

Signature of Operator or Agent:

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

SGA?

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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
OPERATOR: License#	feet from N / S Line of Section
Name:	fact from   E /   W Line of Continu
Address 1:	Is SECTION: Regular Irregular?
Address 2:	
City: State: Zip:	
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	
Name:	is the division, operation.
	Target Formation(s):
Well Drilled For: Well Class: Type Equip	
Oil Enh Rec Infield Mud F	Ground Surface Elevation:feet MSL Rotary
Gas Storage Pool Ext. Air Ro	Water well within one-quarter mile:  Yes No
Disposal Wildcat Cable	
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OMMANO and well information as follows:	Surface Pipe by Alternate: III
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	D : ( IT ( ID )
Original Completion Date: Original Total Depth	: Formation at Total Depth:
_	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Yes No Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR )
KCC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
	AFFIDAVIT
The undersigned hereby affirms that the drilling completion a	
The undersigned hereby affirms that the drilling, completion a	and eventual plugging of this well will comply with K.S.A. 55 et. seq.
It is agreed that the following minimum requirements will be n	net:
Notify the appropriate district office <i>prior</i> to spudding of	of well;
<ol> <li>Notify the appropriate district office <i>prior</i> to spudding o</li> <li>A copy of the approved notice of intent to drill <i>shall be</i></li> </ol>	of well; posted on each drilling rig;
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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: _							_ Lo	cation of W	Vell: County:
Lease:									feet from N / S Line of Section
Well Numb	er:								feet from E / W Line of Section
Field:	Field:			_ Se	ec	Twp S. R			
Number of	Acres attrib	outable to	well:				— le	Section:	Regular or Irregular
QTR/QTR/	QTR/QTR	of acreag	e:				_	Occilon.	
								Section is ection corne	Irregular, locate well from nearest corner boundary. er used: NE NW SE SW
4440 (		ds, tank b			d electrica	l lines, as	required b		dary line. Show the predicted locations of sas Surface Owner Notice Act (House Bill 2032).  ired.
1142 ft		—⊚							LEGEND
	:		:	:		:	:	:	
	:		:	:		:	:	:	O Well Location
	:		:	:		:	:	:	Tank Battery Location
		•••••			•••••				Pipeline Location
				:					Electric Line Location
	:		:	:		:	:	:	Lease Road Location
		•••••			•••••				
			:	:		:	:	:	
			:	:		:	:	:	EXAMPLE
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			·	·	••••	·	·		1980' FSL
			· ·	·		· : :	·	·	
	:		:	:		:	:	:	SEWARD CO. 3390' FEL
	:		:	:		:	:	:	

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

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

- 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

227097

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:  Emergency Pit Burn Pit  Settling Pit Drilling Pit  Workover Pit Haul-Off Pit  (If WP Supply API No. or Year Drilled)  Is the pit located in a Sensitive Ground Water A		Existing nstructed: (bbls)	SecTwp R East WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty  Chloride concentration: mg/l(For Emergency Pits and Settling Pits only)	
Is the bottom below ground level?	Artificial Liner?  Yes  N	No	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (fee		Width (feet) N/A: Steel Pits No Pit	
If the pit is lined give a brief description of the li material, thickness and installation procedure.	illel		dures for periodic maintenance and determining any special monitoring.	
Distance to nearest water well within one-mile of pit:		Depth to shallo Source of infor	west fresh water feet. mation:	
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 materia	al 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	pe closed within 365 days of spud date.	
Submitted Electronically				
	KCC	OFFICE USE O	NLY Liner Steel Pit RFAC RFAS	
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection: Yes No	



### Kansas Corporation Commission Oil & Gas Conservation Division

1227097

Form KSONA-1
January 2014
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)				
OPERATOR: License #	Well Location:				
Name:	Sec TwpS. R				
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, tan	odic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.				
<ul> <li>☐ 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 I CP-1 that I am filing in connection with this form; 2) if the form form; and 3) my operator name, address, phone number, fax, a</li> <li>☐ I have not provided this information to the surface owner(s). I a</li> </ul>	Act (House Bill 2032), I have provided the following to the surface ocated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.  acknowledge that, because I have not provided this information, the wner(s). To mitigate the additional cost of the KCC performing this				
	s of the surface owner by filling out the top section of this form and				
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-1	fee with this form. If the fee is not received with this form, the KSONA-1-1 will be returned.				
Submitted Electronically					
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63U (Rev. 1993)

## OIL AND GAS LEASE



	ed entered into the <u>16th</u> . Koriel and Joann	- wwy v.			
hose mailing address is 22	39 Avenue O, Rush	Center, Kansas	67575	hereinafter c	alled Lessor (whether one or mor
d <u>Marlaw, LLC</u> ,	7 SW 26th Avenue,	Great Bend, K	ansas 67530		
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ny mortgages, taxes or other li gned lessors, for themselves a	and agrees to defend the title to the ens on the above described lands, in nd their heirs, successors and assig stead may in any way affect the pur	n the event of default of pay ms, hereby surrender and re	nent by lessor, and be sub- lease all right of dower an	rogated to the rights o	f the holder thereof, and the und
mediate vicinity thereof wh	hereby given the right and power to en in lessee's judgment it is necess	sary or advisable to do so i	order to properly develop	and operate said lea	se premises so as to promote t
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Notary Public

My commission expires

#### **EXHIBIT "A"**

- There shall be no unitization or pooling of acreage covered by this lease with any other acreage, for oil or gas production purposes, without Lessor's express written consent.
- 2. Lessee agrees that all pits constructed on the leased premises in connection with drilling operations shall be at least four (4) feet deep and when digging pits, all top soil, up to a depth of two (2) feet shall be removed and segregated as to each soil type present and upon the refilling of the pits, top soil shall be restored to the surface of the restored location.
- 3. Lessee shall be responsible for all damages to the leased premises caused by lessee's operations from oil, salt water, or other fluids used in lessee's operations and in the event said liquids are spilled upon the leased premises, lessee agrees to remove damaged soil to the depth of saturation and any depressions resulting therefrom shall be refilled with undamaged top soil and leveled to the surrounding surface.
- 4. Upon abandoning any lease roads, drill sites, tank batteries or pipe lines, lessee agrees that all oiled surface and any and all other road building material that may have been placed on the leased premises shall be cleaned up and restored as nearly as practicable to the condition of the leased premises prior to lessee's operations.
- 5. Upon the completion of drilling operations or seismic operations, lessee shall leave no waste material, litter, or other debris upon the leased premises and lessee shall fill the drilling pits and otherwise restore the leased premises as nearly as practicable to the condition prior to lessee's operations and in such a manner to cause the least amount of interference that is possible to lessor's present or future farming operations.
- 6. Lessee agrees to pay lessor for all damages, including but not limited to crop damages, sustained as a result of drilling of any and all test wells on the property. The parties agree that damages to be paid to lessor shall be not less than \$1,500.00, and lessee agrees to pay to lessor, in advance of the commencement of drilling operations, the sum of \$1,500.00, as minimum damage compensation. Upon the conclusion of drilling, or completion activities, lessee agrees to pay such additional amounts as are appropriate to fully compensate lessor for damages suffered.
- 7. Lessee will not place salt water or salt solutions on roads located on the leased premises.
- 8. Lessee shall not have the right to dispose of salt water on the leased premises without obtaining prior written consent from the lessor.
- Lessee shall consult with lessor regarding the placement of roads, storage tanks, electric lines and pipelines that are placed on the leased premises as a result of oil or gas production. Electric lines shall be buried.
- 10. Lessee agrees to drill a well on the lease premises prior to the expiration of this lease.

#### AMENDMENT TO OIL AND GAS LEASE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JOHN A. KORIEL and JOANN KORIEL, his wife, hereinafter called "LESSORS", and MARLAW, LLC, hereinafter called "LESSEE", do hereby modify the terms and conditions of a certain oil and gas lease between the parties, recorded in Book 618, page 4112, in the office of the Register of Deeds of Barton County, Kansas, as follows:

1. Lessors do hereby agree that the oil and gas lease dated July 16, 2014, and recorded in Book 618, page 4112, covering the North Half of the Northwest Quarter (NW/4) of Section Twenty-two (22), Township Eighteen (18) South, Range Fourteen (14) West, Barton County, Kansas, shall be amended as follows:

The following clause shall be inserted into said lease:

"Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases 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 such minerals in and under said land, such pooling to be in a unit or units not exceeding 10 acres each in the event of an oil well. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved."

In all other respects said oil and gas lease shall remain unchanged.
 Executed this <a href="#page-2">2</a> day of October, 2014.

"LESSEE":

WARLAW, LLC

"LESSEE":

STATE OF KANSAS, COUNTY OF BARTON, ss:

The forgoing instrument was acknowledged before me this  $9^{\frac{1}{2}}$  day of October, 2014, by John A. Koriel and Joann Koriel, his wife.

Notary Public

My appointment expires:

NOTARY PUBLIC - State of Kansas

RACHEL A. HEMKEN
My Appt. Exp. 1/2011

## Page 2 - Amendment to Oil and Gas Lease

## STATE OF KANSAS, COUNTY OF BARTON, ss:

The forgoing instrument was acknowledged before me this \_\_/\_ day of October, 2014, by L. D. Davis, Member of Marlaw, LLC.

NOTARY PUBLIC - State of Kansas SHARIS BAYLESS My Appt. Exp. 2017

My appointment expires:

Notary Public

FORM 88 - (PRODUCERS SPECIAL)(PAID-UP W/OPT) 63U (Rev. 2004 CRI)



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#### **OIL & GAS LEASE**

AGREEMENT, Made and entered into the 16TH day of February, 2011, by and between ALICE E. WONDRA, AS TRUSTEE OF THE ALICE E. WONDRA REVOCABLE TRUST, DATED 7-7-1994, whose mailing address is 107 Coventry Ct., Columbia, MO 65203, hereinafter called Lessor (whether one or more), and Shelby Resources, LLC, 445 Union Boulevard, Suite 208, Lakewood, CO 80228, hereinafter called Lessoe:

Lessor, in consideration of Ten and more Dollars (\$10.00++) in hand paid, receipt of which is hereby 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, 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 Barron, State of Kansas described as follows, to-writ

## TOWNSHIP 18 SOUTH, RANGE 14 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN Section 15: SW<sup>1</sup>/<sub>4</sub>

#### SEE ATTACHMENT "A"

containing 160,00 acres, more or less, and all accretions thereto.

Subject to the provisions herem contained, this lease shall remain in force for a term of two (2) 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:

- 1<sup>4</sup>. 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 (1/8th) part of all oil produced and saved from the leased premises.
- 2<sup>nd</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 (1/8th), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8th) 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 Five Dollars (\$5.00) 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 it 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 operations thereon, except water from the wells of Lesser.

When requested by Lessor, Lessee shall bury Lessee's pipelines to a depth of at least 42 inches.

No well shall be drilled nearer than 200 feet to the house or barn now located 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 royalities shall be binding on the Lessee until after the Lassee 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 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.

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 lesse 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 promises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 160 acres each in the event of an oil well, or into a unit or units not exceeding 160 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.

Lessee, its successors and assigns, shall have the sole and exclusive option, but not the obligation, ending upon the expiration date of the primary term of this lease, to elect to extend the term of all or any part of said lease for a term of one (1) year by tendering to Lessor hereunder the sum of \$10.00 per net mineral acre owned by Lessor and selected by Lessee. Lessee shall file an Affidavit of Extension in the records of Barton County, Kansas, upon its election to exercise the foregoing option

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

THE ALICE E. WONDRA REVOCABLE TRUST, DATED 7-7-1994

<u>. Ae</u>	in E. Wo	ondra		Wondra ndra, Trustee
STATE OF	Missouri	§.		
COUNTY OF	Boone			
	ondra, Trustee o	ed, a Notary Public, in and for sift the Alice E. Wondra	Revocable Trust.  Notary Public: Address:	March , 2011, personally appeared

JOEL GIGLER

Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 11/4/2014
Commission # 10109798

#### Attachment "A"

#### Lessee agrees:

- 1. If, at the end of the primary term, this lease is developed with a well or wells capable of producing commercial quantities of oil only and such oil production ceases for a period of a consecutive one (1) year, this lease shall terminate. Production periods of less than thirty (30) days shall not toll the running of the one (1) year period.
- Before building any roads, Lessee and Lessor shall mutually agree as to the site for the roads. Lessee shall have the right of ingress and egress to and from any well located upon the said lands.
- 3. Lessee shall haul their trash to the landfill and shall dump no trash in any pits on said land.
- 4. Lessee shall dig all pits to a depth of at least six (6) feet.
- 5. Lessee agrees that in connection with its operations upon the said land, the shale and reserve pits will be dug in such a manner as to remove and preserve the Lessors' topsoil and to segregate the topsoil and after use, said pits will be backfilled by Lessee pursuant to this lease and any applicable state regulations.

#EGISTER OF DEEDS
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Receipt 8: 18596 Total Fees: \$16.00
Pages Recorded: 3
Date Recorded: 3/14/2011 11:08:08 AM

FORM 88 - (PRODUCERS SPECIAL)(PAID-UP W/OPT) 63U (Rev. 2004 CRI)

#### OIL & GAS LEASE



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AGREEMENT, Made and entered into the 16TH day of Pebruary, 2011, by and between KATHLEEN M. SHUCK AND TIMOTHY J. SHUCK, HUSBAND AND WIFE, whose mailing address is 693 Andover Village PL, Lexington, KY 40509, hereinafter called Lessor (whether one or more), and Shelby Resources, LLC, 445 Union Boulevard, Suite 208, Lakewood, CO 80228, hereinafter called Lessee:

Lessor, in consideration of Ten and more Dollars (\$10.00++) in hand paid, receipt of which is hereby 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, 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 carring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Barron, State of Kansas described as follows, to-wit:

## TOWNSHIP 18 SOUTH, RANGE 14 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN Section 15: SW<sup>1</sup>/<sub>2</sub>

Section 13: SW 74

#### SEE ATTACHMENT "A"

containing 160.00 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of two (2) 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:

- 1°. 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 (1/8th) 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 (1/8th), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8th) 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 Five Dollars (\$5.00) 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 operations thereon, except water from the wells of Lessor.

When requested by Lessor, Lessee shall bury Lessee's pipelines to a depth of at least 42 inches.

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

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

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

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 rue 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 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.

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 promises 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 160 acres each in the event of an oil well, or into a unit or units not exceeding 160 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 lice 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.

Lessee, its successors and assigns, shall have the sole and exclusive option, but not the obligation, ending upon the expiration date of the primary term of this lease, to elect to extend the term of all or any part of said lease for a term of one (1) year by tendering to Lessor hereunder the sum of \$10.00 per net mineral acre owned by Lessor and selected by Lessee. Lessee shall file an Affidavit of Extension in the records of Barton County, Kansas, upon its election to exercise the foregoing option.

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

X Kathleen M. Shude Kathleen M. Shuck	Timothy J. Shuck, her husband		

STATE OF Kentucky

§.

COUNTY OF FOYETTE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of March 2011, personally appeared

Kathleen M. Shuck and Timothy J. Shuck, husband and wife.

My Commission Expires: August 23, 2014

Daniel Miller
Notary Public:
Address: VKFCU
2567 Sir Barton Way
Lexington, Ky 40509

My Commission Expires August 23, 2014

#### Attachment "A"

#### Lessee agrees:

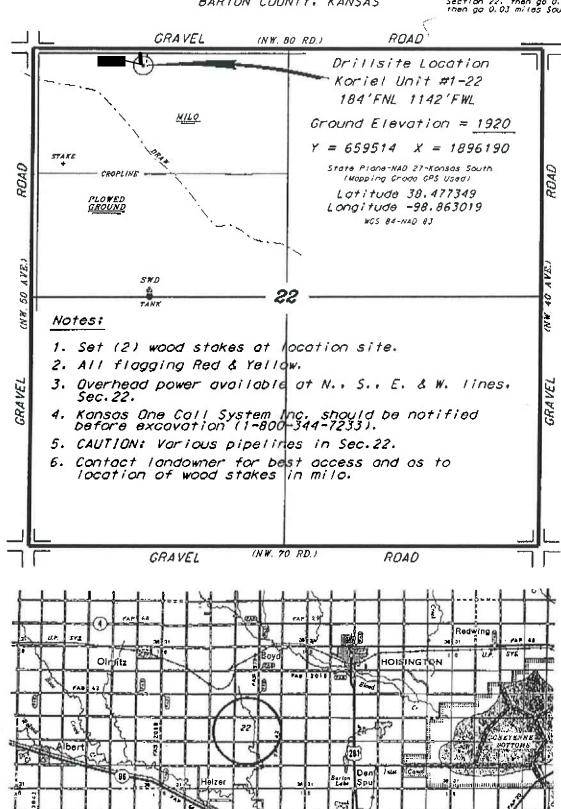
- 1. If, at the end of the primary term, this lease is developed with a well or wells capable of producing commercial quantities of oil only and such oil production ceases for a period of a consecutive one (1) year, this lease shall terminate. Production periods of less than thirty (30) days shall not toll the running of the one (1) year period.
- Before building any roads, Lessee and Lessor shall mutually agree as to the site for the roads. Lessee shall have the right of ingress and egress to and from any well located upon the said lands.
- 3. Lessee shall haul their trash to the landfill and shall dump no trash in any pits on said land.
- 4. Lessee shall dig all pits to a depth of at least six (6) feet.
- 5. Lessee agrees that in connection with its operations upon the said land, the shale and reserve pits will be dug in such a manner as to remove and preserve the Lessors' topsoil and to segregate the topsoil and after use, said pits will be backfilled by Lessee pursuant to this lease and any applicable state regulations.

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#### L.D. DRILLING, INC. KORIEL LEASE NW. 1/4. SECTION 22. T185. R14W BARTON COUNTY. KANSAS

Directions

from the intersection of Highway 96 and of -W county road of the SE. corner of Heizer. Kansos. go 1.0 miles East. then go 4.0 miles Worth to the NW. corner of Section 22. then go 0.21 miles Eost. then go 0.03 miles South to location.



# Controlling data is pased upon the best sups and photographs and tubis to us and upon a regular Section of land containing \$40 acros.

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October 3. 2014 Date .

CENTRAL KANSAS OILFIELD SERVICES, INC. (820)792-1977