



1240602

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

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

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

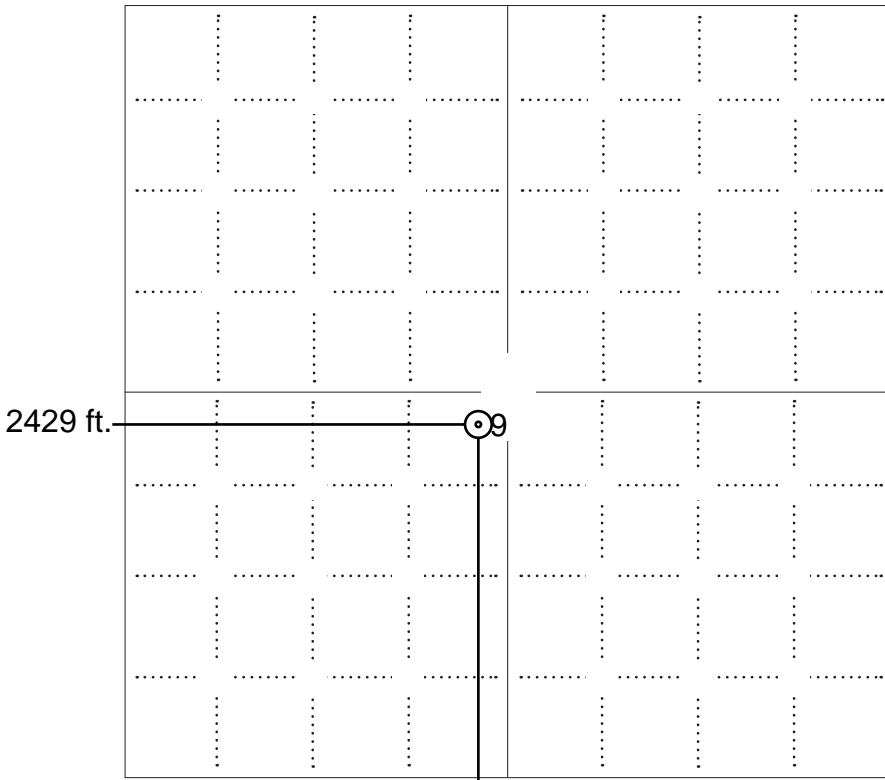
Is Section: Regular or Irregular

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

Section corner used: NE NW SE SW

PLAT

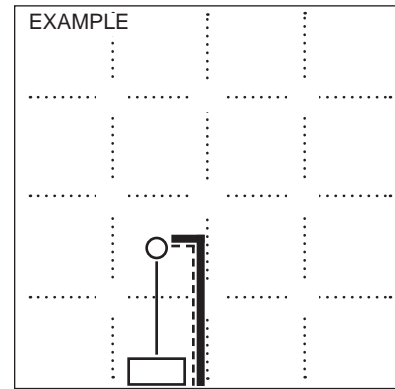
Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



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

LEGEND

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



1980' FSL

2414 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 1240602
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): _____-_____-_____-_____ Sec. _____ Twp. _____ R. _____ <input type="checkbox"/> East <input type="checkbox"/> West _____ Feet from <input type="checkbox"/> North / <input type="checkbox"/> South Line of Section _____ Feet from <input type="checkbox"/> East / <input type="checkbox"/> West Line of Section _____ County
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>	Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No	Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	How is the pit lined if a plastic liner is not used?
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit		
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.
Distance to nearest water well within one-mile of pit: _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR
Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ Drill pits must be closed within 365 days of spud date.
Submitted Electronically		

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: Yes No



CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

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

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

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

Surface Owner Information:

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

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

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

Select one of the following:

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

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

I Submitted Electronically

I



111533L
CRD NO.

PRO-STAKE

LLC

12384
INVOICE NO.



Construction Site Staking

P.O. Box 2324 Garden City, Kansas 67846
Office/Fax: (620) 276-6159 – Cell: (620) 272-1499
burt@pro-stakellc.ksoxmail.com

Landmark Resources, Inc.
OPERATOR

Logan County, KS
COUNTY

Gerber #2-9
LEASE NAME

9 15s 33w
Sec. Twp. Rng.

LEGEND

- ⊙ irr. well
- ⊕ water hydrant
- ⊙ tank battery
- ⊙ staked loc.
- ⊗ prod. well/aband. well
- house
- building
- G— gas line
- W— water line
- E— transmission powerline
- 3 phase powerline
- single phase powerline
- x—x—x—x— fence
- ▨ gravel / sand rd.
- ▨ gravel trail / lease rd.
- ▨ dirt rd.
- ▨ dirt trail / lease rd.
- ▨ Hwy / blacktop rd.

DIRECTIONS: From the center of Pence, KS at the intersection of Rd. 270 and Cherokee Rd. – Now go 5 miles North on Cherokee Rd. – Now go 4 miles East on Coyote Rd. – Now go 2 miles North on Rd. 360 to the SW corner of section 9-15s-33w and ingress stake North into – Now go 0.4 mile North on trail to ingress stake East into – Now go 2302' East through wheat stubble, into main staked location.

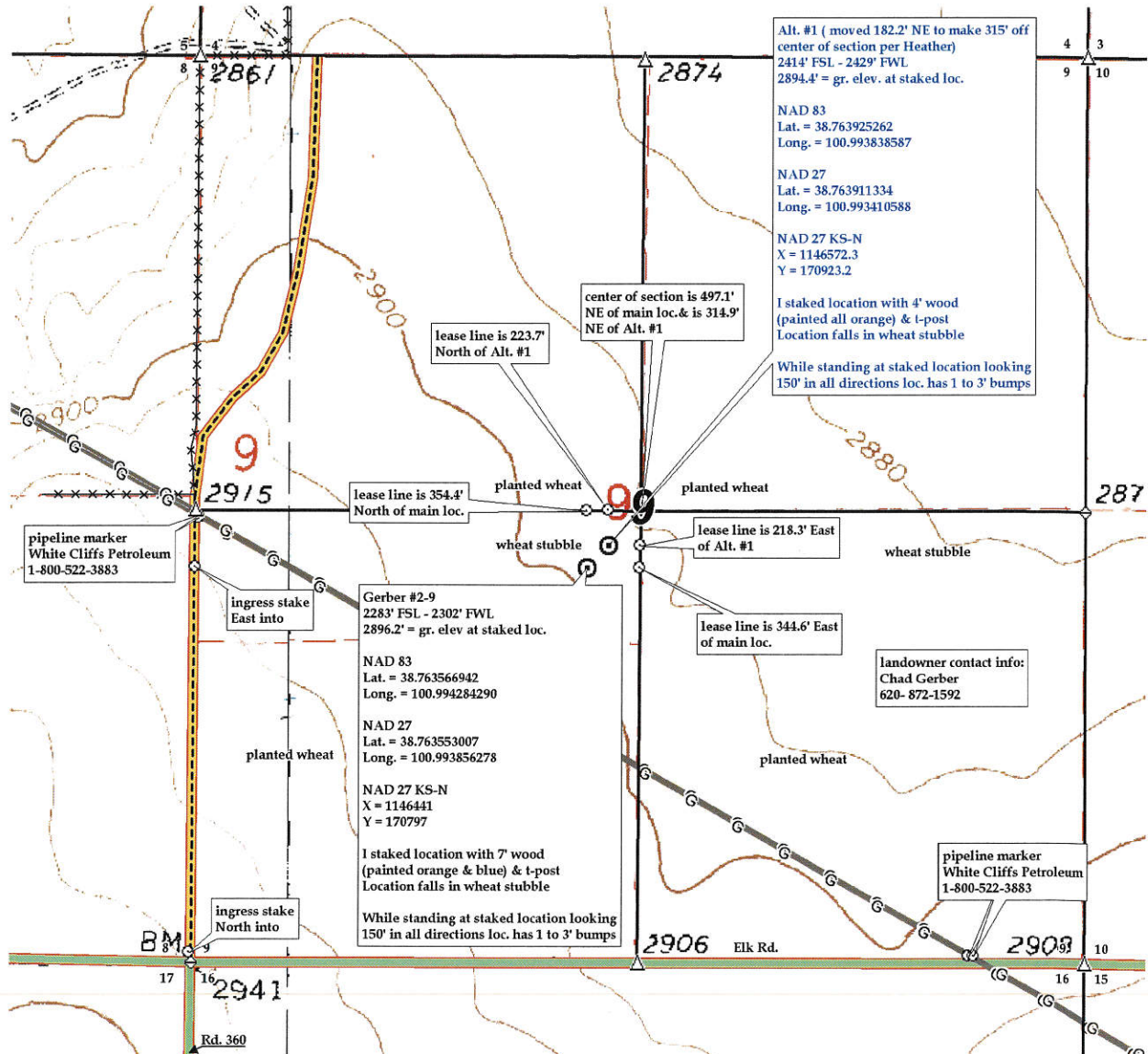
Final ingress must be verified with landowner or operator.

*This drawing does not constitute a monumented survey or a land survey plat.
This drawing is for construction purposes only.*

Main = 2283' FSL - 2302' FWL = 2896.2' = gr. elev.
Alt. #1 = 2414' FSL - 2429' FWL = 2894.4' = gr. elev.

LOCATION SPOT

SCALE: 1" = 1000'
DATE STAKED: Dec. 17th, 2014
MEASURED BY: Kent C.
DRAWN BY: Austin D.
AUTHORIZED BY: Becky P.
DATE REVISED:





111533L
CRD NO.

PRO-STAKE

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OPERATOR

Logan County, KS
COUNTY

Gerber #2-9
LEASE NAME

9 15s 33w
Sec. Twp. Rng.

Main = 2283' FSL - 2302' FWL = 2896.2' = gr. elev.
Alt. #1 = 2414' FSL - 2429' FWL = 2894.4' = gr. elev.
LOCATION SPOT

SCALE: N/A
DATE STAKED: Dec. 17th, 2014
MEASURED BY: Kent C.
DRAWN BY: Austin D.
AUTHORIZED BY: Becky P.
DATE REVISED:



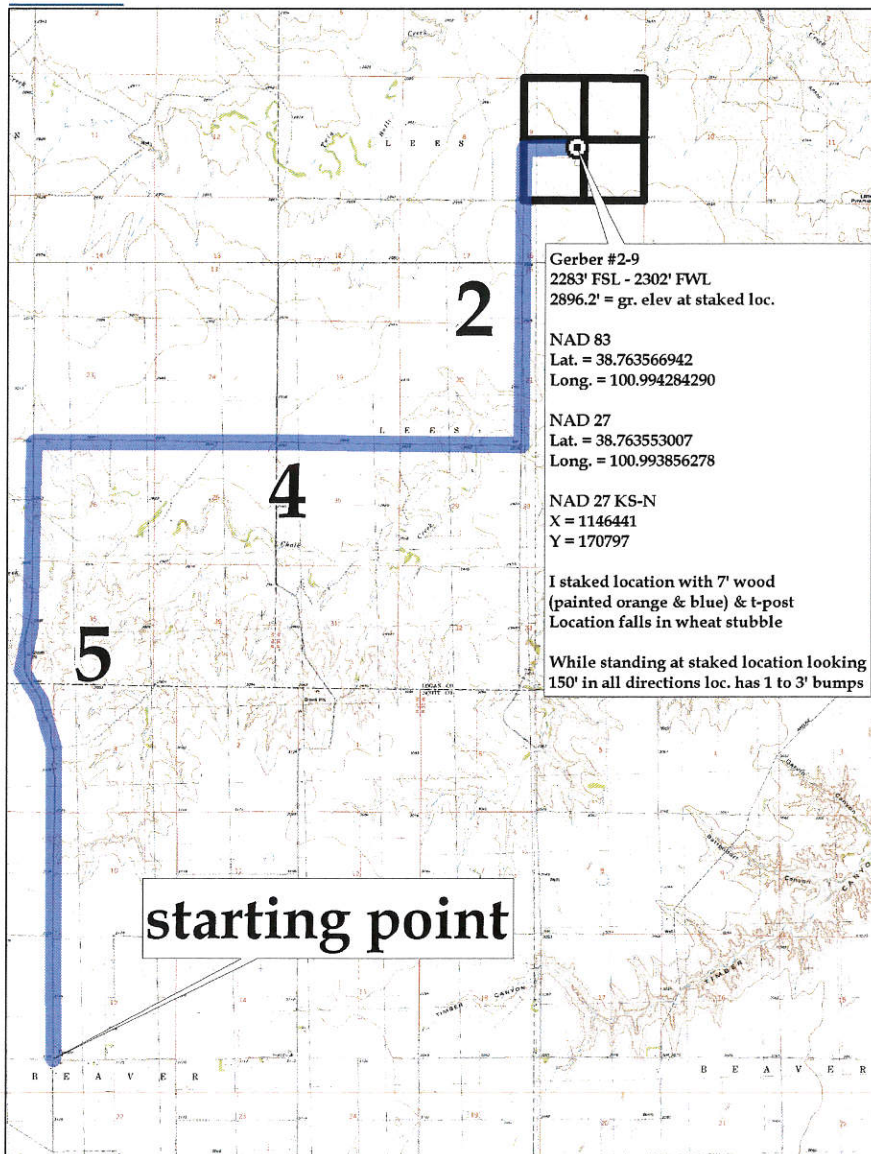
LEGEND

- ⊙ irr. well
- ⊕ water hydrant
- ⊕ tank battery
- ⊙ staked loc.
- ⊗ prod. well/aband. well
- house
- building
- G— gas line
- W— water line
- E— transmission powerline
- 3 phase powerline
- • single phase powerline
- x—x—x— fence
- ▬▬▬▬ gravel / sand rd.
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Final ingress must be verified with landowner or operator.

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PETRA 1/27/2015 10:18:15 AM

Landmark Resources, Inc.

2-9 Gerber

Section 9, 15S, 33W
Logan Co., Kansas



- WELL SYMBOLS**
- Location Only
 - ⊕ Dry Hole

January 27, 2015



172 333

State of Kansas, Logan County
This instrument was filed for
Record on November 18, 2014 04:26:00 PM
Recorded in Book 172 Page 333-338
Fee: \$28.00 201401499



**Indexed -
Verified -**

Joyce L. Bosserman
Joyce L. Bosserman, Register of Deeds

VOLUNTARY POOLING & UNITIZATION AGREEMENT

This Agreement made and entered into this 31 day of October, 2014, by and between the following parties, to-wit:

Landmark Resources, Inc.
1616 S. Voss, Suite 600
Houston, TX 77057

hereinafter referred to as "LESSEE", and

LPR, Inc.
Chad R. Gerber, President
705 Ora Street
Scott City, KS

hereinafter referred to as "LPR", and

LA7, LLC
Chad R. Gerber, Manager
705 Orca Street
Scott City, KS

Hereinafter referred to as "LA7, LLC."

LPR and Gerber shall hereinafter be referred to collectively as "Lessors."

WHEREAS, LESSEE owns and operates and LPR is the current owner of the royalty interest in and to the following described oil and gas lease:

Oil and Gas Lease dated November 15, 2010, between LPR, Inc., as Lessor, and J. Fred Hambright, Inc., as Lessee, recorded in Book 154 at Page 660-666 in the records of Logan County, Kansas, covering the following described land, to-wit:

NE/4 of Section 9, Township 15 South, Range 33 West, Logan
County, Kansas,

(the "LPR Lease");

WHEREAS, LESSEE owns and operates and LA7, LLC is the current owner of the royalty interest in and to the following described oil and gas leases:

Oil and Gas Lease dated November 15, 2010, between Loyde A. Gerber, a single man, as Lessor, and J. Fred Hambright, Inc., as Lessee, recorded in Book 154 at Page 625-631 in the records of Logan County, Kansas, covering the following described land, to-wit:

SW/4 of Section 9, Township 15 South, Range 33 West, Logan County, Kansas,

Oil and Gas Lease dated November 15, 2010, between Loyde A. Gerber, a single man, as Lessor, and J. Fred Hambright, Inc., as Lessee, recorded in Book 154 at Page 618-624 in the records of Logan County, Kansas, covering the following described land, to-wit:

NW/4 of Section 9, Township 15 South, Range 33 West, Logan County, Kansas,

Oil and Gas Lease dated November 15, 2010, between Loyde A. Gerber, a single man, as Lessor, and J. Fred Hambright, Inc., as Lessee, recorded in Book 154 at Page 632-638 in the records of Logan County, Kansas, covering the following described land, to-wit:

SE/4 of Section 9, Township 15 South, Range 33 West, Logan County, Kansas,

(the "Gerber Leases");

WHEREAS, to promote conservation, reduce economic waste, and increase the ultimate recovery of oil, gas and associated hydrocarbons from the oil and gas leases referred to herein, LESSEE desires to drill a well, to be known as the Gerber 2-9 well at a location that is near the common boundary line between the LPR Lease and LA7, LLC Leases; and

WHEREAS, LESSEE and the Lessors desire to allow the drilling of the Gerber 2-9 well, to allow the pooling and unitization the oil and gas leases referred to herein, and to agree upon the sharing of the royalties on oil and/or gas and associated hydrocarbons produced and sold from said well.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is mutually agreed as follows:

1. Lessors hereby agree and consent to the drilling, completion and production of the Gerber 2-9 well at a location that is approximately 2,320' FSL and 2,500' FWL of Section 9, Township 15 South, Range 33 West, located on the LA7, LLC Lease.

2. Lessors hereby agree to and grant LESSEE the right and privilege to pool, unitize and consolidate lands from both the LPR Lease and the LA7, LLC Leases to form a 40 acre acre production unit (the "Gerber Unit") for purposes of the production of oil and associated hydrocarbons from the Gerber 2-9 well consisting of the following described lands:

All of Section 9-15S-33W

The production of oil and associated hydrocarbons from the Gerber Unit shall be considered to be production from the LPR Lease and from the LA7, LLC Leases, and shall operate to continue the leasehold estate covered by those oil and gas leases so long as oil and/or associated hydrocarbons are produced from any well(s) located on the Gerber Unit.

3. Lessors agree that all royalties which shall accrue on oil and associated hydrocarbons produced and sold from the Gerber 2-9 well, and any subsequent oil well drilled on the Gerber Unit, shall be calculated and paid to the Lessors based upon their respective mineral ownership under the entire Gerber Unit, and production shall be allocated to each lease in the unit based upon the total number of net mineral acres contributed by each lease in relation to the total number of net mineral acres in the Gerber Unit.

4. All oil produced and saved from the Gerber 2-9 well, and any subsequent wells drilled on the Gerber Unit, shall be saved in and sold from a separate tank battery or shall be metered and measured separately from the oil and gas produced by any other wells located on the LPR Lease or LA7, LLC Lease.

5. Lessors agree that the express and implied terms and conditions of their respective oil and gas leases shall be modified, amended, supplemented and superseded by the terms of this Agreement.

6. This Agreement shall be effective as of October 20, 2014, and shall continue in full force and effect during the primary terms of the leases and so long thereafter as oil or gas is produced from the Gerber 2-9 well or from any other oil well drilled on the Gerber Unit.

7. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, devisees, successors, and assigns, and shall constitute a covenant running with the land, oil and gas leases, and interests covered hereby.

8. This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument.

9. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede all negotiations, prior discussions,

and prior agreements or understandings relating to the subject matter of this Agreement. This Agreement may not be amended except by an instrument in writing signed by all of the parties hereto.

10. Except as provided in this Agreement, the parties agree that the oil and gas leases are and shall remain in full force and effect in accordance with their terms.

11. Chad R. Gerber represents and warrants that he is duly appointed and acting Manager of the LA7, LLC, and that he has all requisite power and authority to enter into and perform this Agreement on behalf of the LA7, LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated opposite their respective signatures.

LPR, Inc.

Date: November 13, 2014

By: *Chad R. Gerber*
Name: Chad R. Gerber
Title: President

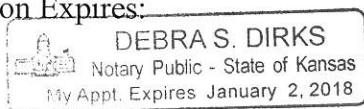
STATE OF KANSAS)
)
COUNTY OF Scott)

Before me, the undersigned, a Notary Public in and for said County and State, on this 13th day of November, 2014, personally appeared Chad R. Gerber as President of LPR, Inc., known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Debra S. Dirks
Notary Public

My Commission Expires:



VOLUNTARY POOLING & UNITIZATION AGREEMENT

By and Between Landmark Resources, Inc. as Lessee and LPR and Gerber as Lessors

Landmark Resources, Inc.

Date: 11-14-14

By: [Signature]
Jeff Wood, President

STATE OF TEXAS)
COUNTY OF HARRIS)

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of November, 2014, personally appeared Jeff Wood, President of Landmark Resources, Inc., known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

[Signature]
Notary Public

My commission expires:

