

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

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:
monur day year	
PERATOR: License#	feet from N / S Line of Section
lame:	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:
ONTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate: I
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	
- · · g······ - · · · · · · · · · · · ·	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore? Yes No	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
CCC DKT #:	
CC DKT #:	
	Will Cores be taken? Yes N If Yes, proposed zone:
AF	Will Cores be taken? If Yes, proposed zone: FIDAVIT
AF The undersigned hereby affirms that the drilling, completion and eventual p	Will Cores be taken? If Yes, proposed zone: FIDAVIT
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Side Two



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 \	Well: Cou	nty:				
Lease:										fe	et from	N /	S Line	of Section
Well Numb	er:									fe	et from	E /	W Line	of Section
Field:							Se	ec	Twp	;	S. R		E	W
Number of QTR/QTR/							15	Section:	Regu	ular or	Irregula	ır		
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											0-7			1980' FSL
			•	<u>:</u>		<u>:</u>	<u>:</u>	<u>:</u>		SEWARD CO.	3390' FE	<u>r</u> EL	-	I

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

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

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

251117

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	Pit is: Proposed If Existing, date con Pit capacity: Trea? Yes	Existing nstructed: (bbls)	SecTwpR 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? Yes No	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (fee			
If the pit is lined give a brief description of the li material, thickness and installation procedure.			dures for periodic maintenance and determining acluding any special monitoring.	
Distance to nearest water well within one-mile of	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: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily:		Type of materia	over and Haul-Off Pits ONLY: all utilized in drilling/workover: king pits to be utilized: procedure:	
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	'	e 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	t Date: Lease Inspection: Yes No	



Kansas Corporation Commission Oil & Gas Conservation Division

1251117

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).

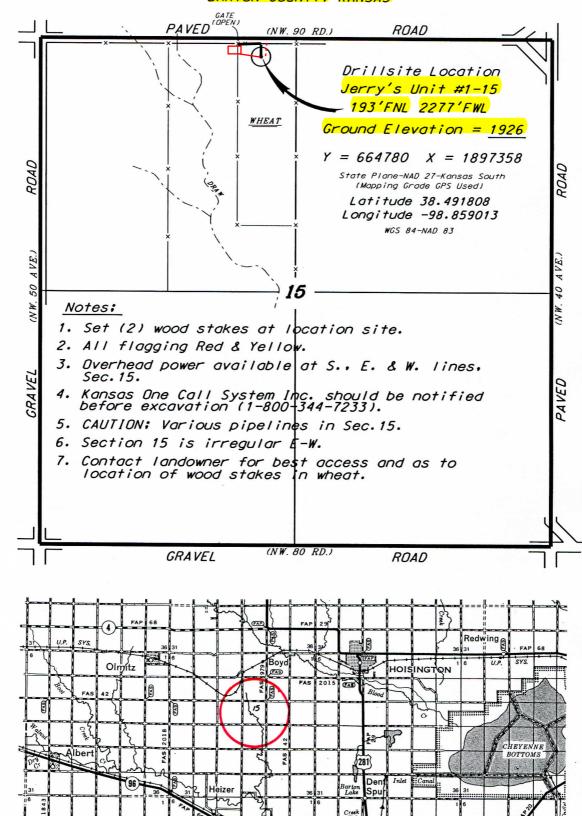
Any such form submitted without an accompanying Form KSONA-1 will be returned.

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

OPERATOR: License #	Well Location:				
Name:	Sec TwpS. R				
Address 1:	County:				
Address 2:	Lease Name: Well #:				
City:	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:					
are preliminary non-binding estimates. The locations may be entered of	k batteries, pipelines, and electrical lines. The locations shown on the plat n the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.				
Select one of the following:					
owner(s) of the land upon which the subject well is or will be le	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.				
	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 must provide the name and address that I am being charged a \$30.00 handling fee, payable to the I					
that I am being charged a \$30.00 handling fee, payable to the I	CC, which is enclosed with this form. fee with this form. If the fee is not received with this form, the KSONA-1				

SHELBY RESOURCES, LLC JERRY'S LEASE

NW. 1/4, SECTION 15, T18S, R14W BARTON COUNTY, KANSAS



^{*} Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 640 acres.

April 28, 2015

^{*}Approximate section lines were determined using the normal standard of care of oilfield surveyors practicing in the state of Kansas. The section corners, which establish the precise section lines, were not necessarily located, and the exact location of the drillsite location in the section is not guaranteed. Therefore, the operator securing this service and accepting this plat and all other parties relying thereon agree to hold Central Kansas Diffield Services. Inc. its officers and employees harmless from all lasses, costs and expenses and said entities released from any liability from incidental or consequential damages.

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

OIL & GAS LEASE

AGREEMENT, Made and entered into the 4th day of August, 2014 by and between **JERALD R. STOSS AND DANA STOSS, HUSBAND AND WIFE**, whose mailing address is 351 S. Center St., Hoisington, KS 67544 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 caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Barton, State of Kansas described as follows, to-wit:

TOWNSHIP 18 SOUTH, RANGE 14 WEST OF THE 6TH PRINCIPAL MERIDIAN Section 15: NW1/4

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:

- 1st. 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 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 operations thereon, except water from the wells of Lessor.

When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.

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 royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to Lessor or place of record a release 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 lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 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.

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

Dana Stoss	20	BY: Jerald R. Stoss	Manual Programme Control Contr
STATE OF Kansas	§.		
COUNTY OF Barton			
BEFORE ME, the u	ndersigned, a Notary P	ublic, in and for said County and State, o	on this 4th day of

August, 2014, personally appeared Jerald R. Stoss and Dana Stoss, husband and wife.

My Commission Expires: 2-13-2016

Address: State of Kansas - Notary Public

Notary Public:

Bernadine M. Prosser

My Commission Expires 2-13-2016

REGISTER OF DEEDS

WORNKEY BARTON COUNTY, KS

BOOK: 618 Page: 7486

Receipt #: 129968 Total Fees: \$20.00

Pages Recorded: 2

Date Recorded: 3/12/2015 3:32:00 PM

SEAL OF SEAL O

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

OIL & GAS LEASE

THIS AGREEMENT, made and entered into the	15th (day of	JANUARY	, 2015
11115 AGREEMENT, made and chered into the	·	auy Oi	37111071111	_,

by and between:

Kevin L. Hlavaty and Cambria A. Hlavaty, his wife

777 NW 100th Ave. Olmitz, Kansas 67564

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 temporary housing and otherwise caring for its employees, the following described land, together with an reversionary rights and after-acquired interest, therein situated in County of **BARTON**, State of Kansas described as follows, to-wit:

Township 18-South, Range 14-West Section 10: The SW¹/₄

containing 160 acres, more or less.

Subject to the provisions herein contained, this lease shall remain in force for a term of **Two (2) years** from the date above first written, (called primary term), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises, the said Lessee covenants and agrees:

- 1st To deliver to the credit of Lessor, free of cost the equal one eighth (1/8th) part of all oil produced and saved from the leased premises.
- 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.

This is a Paid-Up lease and may be maintained during the Two Year primary term described herein, without further payments 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.

Lessee shall bury Lessee's pipelines below plow depth.

No well shall be drilled nearer than 300 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 royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to Lessor or place of record a release 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.

Book: 618 Page: 7486

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.

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

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the immediate vicinity thereof, when in the 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 tract contiguous to one another and to be in a unit or units not exceeding 40 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, 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 acreage, as if it were included in this lease. If production is realized from the pooled acreage, it shall be treated as if production is from this lease, whether the or well are located on the premises covered by this lease or not. In lieu of royalties elsewhere herein specified, Lessor shall receive from production, royalties from acreage so pooled, in only such portion of the royalty stipulated herein as to the amount of Lessor's acreage placed in such unit as this acreage bears to the total acreage so pooled in the particular unit involved.

In the event this lease is extended beyond the primary term, or any extension thereof, solely by production from a well in a unit which comprises a portion of the lands covered herein and with other lands, Lessee agrees to release all lands described on this lease that are not included in any such unit, one (1) year subsequent to the end of the primary term or extension thereof, if any.

It is further agreed by and between Lessor and Lessee, that in the event a unit well producing oil in commercial quantities is drill under the provisions of this lease, then in that event, Lessee and Lessor agree the oil unit established by Lessee shall be by pooling said lands in a unit that is square in form around the well bore on the property covered by this lease and lands pooled therewith, unless otherwise agreed to with Lessor's written consent.

It is further agreed by and between Lessor and Lessee, that in the event a unit well producing gas in commercial quantities is drill under the provisions of this lease, then in that event, Lessee and Lessor agree that Lessee may establish a gas unit of One Hundred Sixty (160) acres. Said gas unit shall consist of no more than One Hundred Sixty (160) contiguous acres of the lands described herein, unless otherwise agreed to by the written consent of all Lessors. The 160 acre gas unit that may be formed hereunder, shall not be unitized or pooled with any other land if said gas well is not less than 330 feet from any boundary line of lands covered by this lease.

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

HUGH M. PROFFITT My Appt. Expires 6-28-30H

My commission expires: 28 June 2016

Key S. Ware (Kevin L. Hlavaty)	A		<u> </u>	Cambria A. Hi	L Hlavaty	
(<i></i>						
TATE OF <u>KANSAS</u>)				1.6	
COUNTY OF <u>BARTON</u>)	§	ACKNOWLEDGM	IENT FOR INDIV	VIDUAL	
efore me, the undersigned, a l	Notary P	ublic,	on this17th	day of	JANUARY	, 2015,
ersonally appeared: Kevin	n L. Hl	avat	y and Cambria	A. Hlavaty, hi	s wife	
o me personally known to be the executed the same as a free a	ne idention and volui	cal pe	erson who executed to act and deed for the	he within and fore uses and purpose	egoing <i>Oil and Gas Lease</i> and a therein set forth.	acknowledged to me tha
N WITNESS WHEREOF, I ha	ave hereu			cial seal the day an	nd year last above written.	

Notary Public Printed Name:

Address:

Hugh M, Proffitt

Wichita, Kansas (City and State)