



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

KANSAS CORPORATION COMMISSION 1260650  
 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**

*Must be approved by KCC five (5) days prior to commencing well*

*Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.*

Expected Spud Date: \_\_\_\_\_  
month day year

OPERATOR: License# \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address 1: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_

CONTRACTOR: License# \_\_\_\_\_  
 Name: \_\_\_\_\_

<b>Well Drilled For:</b>	<b>Well Class:</b>	<b>Type Equipment:</b>
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable
<input type="checkbox"/> If OWWO: old well information as follows:		

Operator: \_\_\_\_\_  
 Well Name: \_\_\_\_\_  
 Original Completion Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_

Directional, Deviated or Horizontal wellbore?  Yes  No  
 If Yes, true vertical depth: \_\_\_\_\_  
 Bottom Hole Location: \_\_\_\_\_  
 KCC DKT #: \_\_\_\_\_

Spot Description: \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W  
(Q/Q/Q/Q)  
 \_\_\_\_\_ feet from  N /  S Line of Section  
 \_\_\_\_\_ feet from  E /  W Line of Section  
 Is SECTION:  Regular  Irregular?

*(Note: Locate well on the Section Plat on reverse side)*

County: \_\_\_\_\_  
 Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_  
 Field Name: \_\_\_\_\_  
 Is this a Prorated / Spaced Field?  Yes  No  
 Target Formation(s): \_\_\_\_\_  
 Nearest Lease or unit boundary line (in footage): \_\_\_\_\_  
 Ground Surface Elevation: \_\_\_\_\_ feet MSL  
 Water well within one-quarter mile:  Yes  No  
 Public water supply well within one mile:  Yes  No  
 Depth to bottom of fresh water: \_\_\_\_\_  
 Depth to bottom of usable water: \_\_\_\_\_  
 Surface Pipe by Alternate:  I  II  
 Length of Surface Pipe Planned to be set: \_\_\_\_\_  
 Length of Conductor Pipe (if any): \_\_\_\_\_  
 Projected Total Depth: \_\_\_\_\_  
 Formation at Total Depth: \_\_\_\_\_  
 Water Source for Drilling Operations:  
 Well  Farm Pond  Other: \_\_\_\_\_  
 DWR Permit #: \_\_\_\_\_  
*(Note: Apply for Permit with DWR  )*  
 Will Cores be taken?  Yes  No  
 If Yes, proposed zone: \_\_\_\_\_

**AFFIDAVIT**

The undersigned hereby affirms that the drilling, completion 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 met:

1. Notify the appropriate district office **prior** to spudding of well;
2. A copy of the approved notice of intent to drill **shall be** posted on each drilling rig;
3. The minimum amount of surface pipe as specified below **shall be set** by circulating cement to the top; in all cases surface pipe **shall be set** through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary **prior to plugging**;
5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within **120 DAYS** of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. **In all cases, NOTIFY district office** prior to any cementing.

**Submitted Electronically**

<p><b>For KCC Use ONLY</b></p> <p>API # 15 - _____</p> <p>Conductor pipe required _____ feet</p> <p>Minimum surface pipe required _____ feet per ALT. <input type="checkbox"/> I <input type="checkbox"/> II</p> <p>Approved by: _____</p> <p><b>This authorization expires:</b> _____  <small>(This authorization void if drilling not started within 12 months of approval date.)</small></p> <p>Spud date: _____ Agent: _____</p>
--

**Remember to:**

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

**Well will not be drilled or Permit Expired** Date: \_\_\_\_\_  
 Signature of Operator or Agent: \_\_\_\_\_

E  
 W



1260650

**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

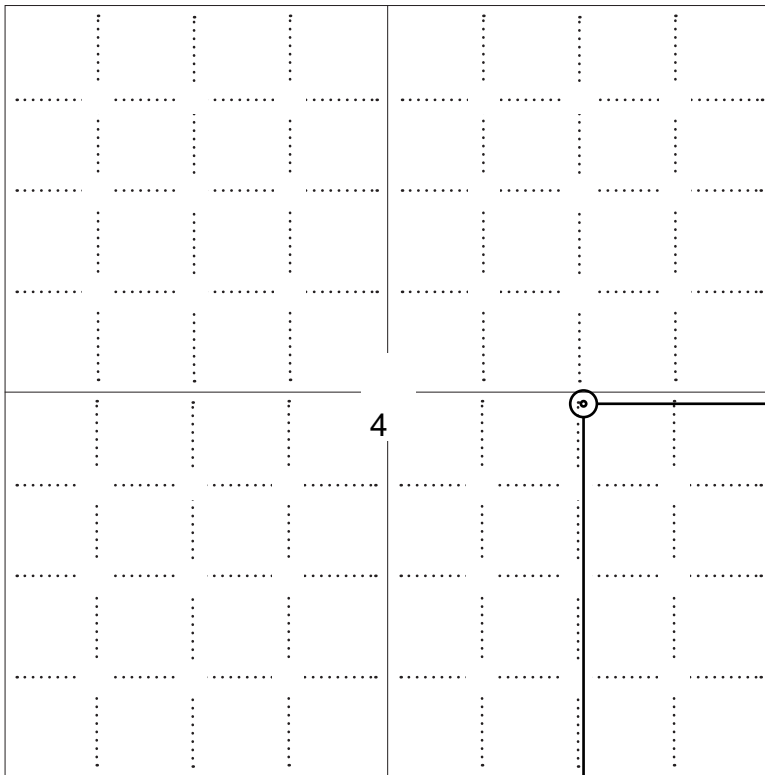
Is Section:  Regular or  Irregular

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

Section corner used:  NE  NW  SE  SW

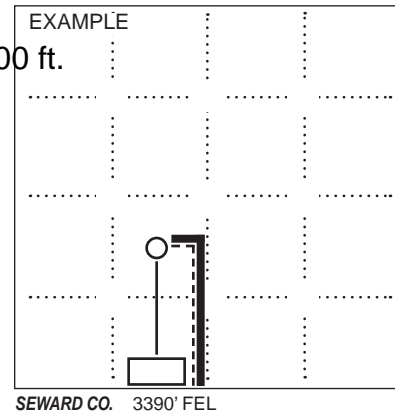
**PLAT**

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.



**LEGEND**

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



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

2555 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 1260650  
OIL & GAS CONSERVATION DIVISION

Form CDP-1  
May 2010  
Form must be Typed

**APPLICATION FOR SURFACE PIT**

*Submit in Duplicate*

Operator Name:		License Number:	
Operator Address:			
Contact Person:		Phone Number:	
Lease Name & Well No.:		Pit Location (QQQQ): ____ - ____ - ____ - ____	
Type of Pit: <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	
<b>Emergency, Settling and Burn Pits ONLY:</b> 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		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> 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.	
<p><b>Submitted Electronically</b></p>			

**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

**POOLING AND UNITIZATION AGREEMENT  
(DAVIS-WIENS UNIT)**

**THIS POOLING AND UNITIZATION AGREEMENT** is made and entered into this 3rd day of November, 2014, by Richard H. Wiens and Barbara Wiens, his wife; Vehige Family Farm LLC; Jerry Wiens and Cynthia Wiens, his wife; Kathryn Alice Mollhagen, Trustee of the Kathryn A. Mollhagen Living Trust u/a dated May 19, 1993; Richard W. Mosier; Jack R. Mosier; and Carole E. Bach; and Harry Joe Pratt as Trustee of the Opal Davis Testamentary Trust, (hereinafter Royalty Owners) and JASPAR Co. (hereinafter Operator), WITNESSETH:

**WHEREAS**, it is in the public interest to promote conservation of natural resources; to increase the ultimate recovery of oil, gas and associated minerals from the Unitized Area covered by this agreement; and to protect the parties' respective rights, therefore the parties hereto deem it necessary and desirable to enter into this agreement.

**AND WHEREAS**, the parties hereto desire that the oil and gas leases shown on Exhibit A, attached hereto and incorporated herein by reference, be consolidated, pooled, and unitized into one operating unit according to, and in compliance with, the rules and regulations of the Kansas Corporation Commission.

**NOW, THEREFORE**, in consideration of these premises and of the mutual benefits hereinafter contained, the Royalty Owners and the Operator do hereby pool and unitize the oil and gas leases set forth in Exhibit A in accordance with the following terms and conditions:

**ARTICLE I  
(Creation and Effect of Unit)**

**Area.** The Unitized Area shall consist of the following land which will be referred to as the Unitized Area, to-wit:

**A TRACT IN THE EAST HALF (E/2) OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 20 WEST OF THE SIXTH P.M., Beginning 900 feet West of the Northeast Corner of the SE/4, thence North 450 feet, thence West 1740 feet, thence South 900 feet, thence East 1740 feet, thence North 450 feet to the place of beginning, Rooks County, Kansas.**

**Oil and Gas Rights Pooled.** Royalty Owners and Operator hereby declare that all the oil, gas and other minerals in, under or produced from the Unitized Area, as well as the oil and gas leases set forth in Exhibit A, are pooled and unitized for all purposes. The Unitized Area shall be developed and operated as one leased tract regardless of how the same or the minerals thereunder may be divided in ownership, just as though such Unitized Area had originally been covered by a single oil and gas lease. The oil, gas and other minerals in, under or produced from said Unitized Area is pooled and unitized and shall be treated as an entirety and the royalties thereon shall be paid ratably to the owners of each particular tract in such Unitized Area as their interest in each such particular tract may appear and according to the applicable royalty provisions and other terms of the oil and gas lease(s) covering that particular tract.

STATE OF KANSAS } SS  
ROOKS COUNTY

This instrument was filed for record in my office at 9:00 o'clock A M. on this 19 day of Feb 20 15 and is duly recorded in Book 466 of records at page 467-474  
Rosalie Spradling  
Register of Deeds

**Production Attributed.** Any oil or gas well producing under the terms of this agreement, or the oil and gas leases subject to this agreement, shall be deemed to be drilled under the terms of and located on the lands covered by each of said oil and gas leases. Any and all operations for the drilling, reworking of or production of all oil or gas from any such well or wells located anywhere on the Unitized Area shall operate to keep in force the entire oil and gas leasehold estate under each of said leases, just as though such well or wells were located on the particular land covered by each particular lease. The drilling of or the production from any well located upon the Unitized Area shall constitute full and complete development of each of the oil and gas leases hereby unitized.

**Personal Property Excepted.** All lease and well equipment, machinery, and materials placed by Operator on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by the Operator.

**Amendment and Ratification of Leases and Other Agreements.** The provisions of the various leases, agreements, or other instruments covering the respective tracts are amended to the extent necessary to make them conform to the provisions of this agreement, but otherwise shall remain in effect. The parties also ratify, adopt and confirm the Oil and Gas Leases set forth on Exhibit A and fully recognize said oil and gas leases as being in full force and effect as though each party had personally signed, sealed and acknowledged the same.

**Continuation of Leases and Term Royalties.** Operations, including drilling operations, conducted with respect to the Unitized Area, or production from any part thereof, except for the purpose of determining payments to Royalty Owners, shall be considered as operations upon or production from each tract, and such operations or production shall continue in effect each lease or term royalty interest as to all lands covered thereby just as if such operations had been conducted and a well had been drilled on and was producing from each tract.

**Titles Unaffected by Pooling.** Nothing herein shall be construed to result in the transfer of title to the oil, gas or mineral rights by any party hereto to any other party. The intention is to provide for the cooperative development and operation of the tracts.

## ARTICLE II (Tract Participation)

**Tract Participation.** The participation of the leases in and to the total production from the Unitized Area will be as set forth in Exhibit A attached. The crude oil purchaser shall calculate, divide and distribute the amount of oil runs attributable to each Royalty Owner based on their current ownership interest in the lease or leases as set forth in Exhibit A attached.

**Allocation to Leases.** All oil, gas and other minerals produced and saved shall be allocated to the Unitized Area in accordance with the respective Tract Participation set forth in Exhibit A effective during the period that the same was produced. The amount of oil and gas allocated to each lease, regardless of whether it is more or less than the actual production of oil and gas from the well or wells, if any, on such lease, shall be deemed for all purposes to have been produced from the Unitized Area.

**Distribution Within Leases.** The oil and gas allocated to each lease shall be distributed among, or accounted for, to the parties entitled to share in the production from such lease in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such lease, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. If any oil, gas or other mineral rights in a lease shall hereafter become divided and owned in severalty, the owners of the divisions shall share in the oil, gas and other mineral rights allocated to the lease, or in the proceeds thereof, in proportion to their respective ownership interest in and to that lease or leases.

### ARTICLE III (Change of Title)

**Covenant Running With the Land.** This agreement shall extend to, be binding upon, and inure to the benefit of, the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

**Notice of Transfer.** Any conveyance of all or part of any interest owned by any party hereto with respect to any lease shall be made expressly subject to this agreement. No change of title shall be binding on the Operator, or upon any party hereto other than the party so transferring, until the first day of the calendar month next succeeding the date of receipt by Operator of a certified copy of the recorded instrument evidencing such change in ownership. No change of title shall increase the burden on the Operator under the terms of this agreement.

**Waiver of Rights to Partition.** Each party hereto covenants that, during the existence of this agreement, it will not resort to any action to partition of any rights in or to the Unitized Area or any portion of it or the leases or mineral interests covered by this agreement and to that extent waives the benefits of all laws authorizing such partitions.

### ARTICLE IV (Relationship of Parties)

**No Partnership.** The duties, obligations, and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation, or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

**No Sharing of Market.** This agreement is not intended to provide, and shall not be construed to provide, directly or indirectly, for any cooperative refining, joint sale, or marketing of oil and gas.

**Royalty Owners Free of Costs.** This agreement is not intended to impose, and shall not be construed to impose, upon any Royalty Owner any obligation to pay for expenses unless such Royalty Owner is otherwise so obligated.

**ARTICLE V****(Laws and Regulations)**

**Laws and Regulations.** This agreement shall be subject to the conservation laws of the State of Kansas; to the valid rules, regulations, and orders of the Kansas Corporation Commission; and to all other applicable federal, state, and municipal laws, rules, regulations, and orders.

**Force Majeure.** All obligations imposed by this agreement on each party, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a strike, fire, war, civil disturbance, act of God; by federal, state, or municipal laws; by a rule, regulation, or order of a governmental agency; by inability to secure materials; or by any other cause or causes beyond reasonable control of the party. No party shall be required against its will to adjust or settle any labor disputes. Neither this agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of operations due to any one or more of the causes set forth in this Article.

**ARTICLE VI****(Miscellaneous)**

**Effective Date.** The effective date of this agreement is November 15, 2014 at 7:00 A.M.

**Term.** The term of this agreement shall extend for as long as oil, gas, or other minerals are being produced from the Unitized Area and as long thereafter as operations are being conducted without a cessation of more than ninety (90) consecutive days, unless sooner terminated by Operator in the manner herein provided.

**Termination by Operator.** This agreement may be terminated by Operator whenever it determines that operations are no longer profitable or feasible.

**Effect of Termination.** Upon termination of this agreement, the further development and operation of the unit shall be abandoned, operations shall cease, and thereafter the parties shall be governed by the provisions of the leases and other instruments affecting the separate leases.

**Salvaging Equipment Upon Termination.** If not otherwise granted by the leases or other instruments affecting each lease unitized under this agreement, Royalty Owners hereby grant Operator a period of six (6) months after the date of termination of this agreement within which to salvage and remove its equipment.

**Use of Production.** Operator may use as much of the oil, gas, other minerals, and salt water produced from the Unitized Area as it deems necessary for its operations, including but not limited to the injection thereof.

**Royalty Payments.** No royalty, overriding royalty, production, or other payments shall be payable upon, or with respect to, oil and gas used or consumed in its operations, or which otherwise may be lost or consumed in the production, handling, treating, transportation, or storing of oil and gas or in the disposing of salt water.



**Grant of Easements.** The Royalty Owners, to the extent of their rights and interests, hereby grant to Operator the right to use as much of the surface of the land within the Unit Area as may reasonably be necessary for its operations.

**Original, Counterpart, or Other Instrument.** A person may become a party to this agreement by signing the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof. The signing of any such instrument shall have the same effect as if all the parties had signed the same instrument.

**IN WITNESS WHEREOF,** the parties have executed this Pooling and Unitization Agreement as of the date first above written.

**ROYALTY OWNERS**

**JASPAR Co.**



Richard H. Wiens

Shane Vehige, President



Barbara Wiens

Jada Vehige, Secretary

Kenneth Vehige, Vehige Family Farm LLC

Dena A. Vehige

Jerry Wiens

Cynthia Wiens

Kathryn Alice Mollhagen, Trustee  
of the Kathryn A. Mollhagen Living  
Trust u/a dated May 19, 1993

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\_\_\_\_\_  
Shane Vehige, President

\_\_\_\_\_  
Barbara Wiens

  
\_\_\_\_\_  
Jada Vehige, Secretary

  
\_\_\_\_\_  
Kenneth Vehige, Vehige Family Farm LLC

  
\_\_\_\_\_  
Dena A. Vehige

\_\_\_\_\_  
Jerry Wiens

\_\_\_\_\_  
Cynthia Wiens

\_\_\_\_\_  
Kathryn Alice Mollhagen, Trustee  
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\_\_\_\_\_  
Richard H. Wiens


\_\_\_\_\_  
Shane Vehige, President


\_\_\_\_\_  
Barbara Wiens

\_\_\_\_\_  
Jada Vehige, Secretary

\_\_\_\_\_  
Kenneth Vehige, Vehige Family Farm LLC

\_\_\_\_\_  
Dena A. Vehige

  
\_\_\_\_\_  
Jerry Wiens

  
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Cynthia Wiens

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\_\_\_\_\_  
Richard H. Wiens

\_\_\_\_\_  
Shane Vehige, President

\_\_\_\_\_  
Barbara Wiens

\_\_\_\_\_  
Jada Vehige, Secretary

\_\_\_\_\_  
Kenneth Vehige, Vehige Family Farm LLC

\_\_\_\_\_  
Dena A. Vehige

\_\_\_\_\_  
Jerry Wiens

\_\_\_\_\_  
Cynthia Wiens

*Kathryn A. Mollhagen* Trustee  
\_\_\_\_\_  
Kathryn Alice Mollhagen, Trustee  
of the Kathryn A. Mollhagen Living  
Trust u/a dated May 19, 1993

Richard W. Mosier  
Richard W. Mosier

Jack R. Mosier  
Jack R. Mosier

Carol E. Bach  
Carol E. Bach      CB      11-25-2014

\_\_\_\_\_  
Harry Joe Pratt as Trustee of the  
Opal Davis Testamentary Trust

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

Now on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Richard H. Wiens and Barbara Wiens, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires: \_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF ELLIS, SS:

NOW on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Kenneth Vehige and Dena A. Vehige, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires: \_\_\_\_\_  
Notary Public

Richard W. Mosier

Jack R. Mosier

Carole E. Bach



Harry Joe Pratt as Trustee of the  
Opal Davis Testamentary Trust

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

Now on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Richard H. Wiens and Barbara Wiens, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF ELLIS, SS:

NOW on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Kenneth Vehige and Dena A. Vehige, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission  
expires:

\_\_\_\_\_  
Notary Public

Richard W. Mosier

Jack R. Mosier

Carole E. Bach

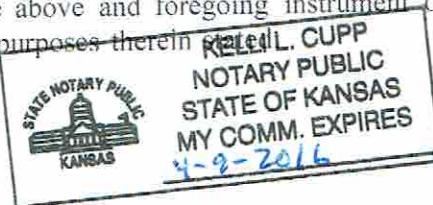
Harry Joe Pratt as Trustee of the  
Opal Davis Testamentary Trust

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF JOHNSON SS:

Now on this 14<sup>th</sup> day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Richard H. Wiens and Barbara Wiens, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:



Kellen L. Cupp  
Notary Public

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF ELLIS, SS:

NOW on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Kenneth Vehige and Dena A. Vehige, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Stanley D. Mollhagen, Trustee  
of the Kathryn A. Mollhagen Living  
Trust u/a dated May 19, 1993

\_\_\_\_\_  
Richard W. Mosier

\_\_\_\_\_  
Jack R. Mosier

\_\_\_\_\_  
Carole E. Bach

\_\_\_\_\_  
Harry Joe Pratt as Trustee of the  
Opal Davis Testamentary Trust

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

Now on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Richard H. Wiens and Barbara Wiens, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF ELLIS, SS:

NOW on this 27th day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Kenneth Vehige and Dena A. Vehige, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission  
expires:

Melissa L. Windholz  
Notary Public



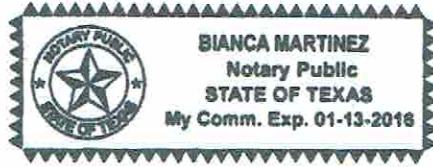


ACKNOWLEDGMENT

STATE OF TEXAS, COUNTY OF BEXAR, SS:

Now on this 4<sup>th</sup> day of ~~November~~ February 2015, before me a Notary Public in and for said county and state, personally appeared Jerry Wiens and Cynthia Wiens, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:



Bianca Martinez  
Notary Public

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Kathryn Alice Mollhagen, Trustee of the Kathryn A. Mollhagen Living Trust u/a dated May 19, 1993, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Richard W. Mosier, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

SIG  
HER

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

Now on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Jerry Wiens and Cynthia Wiens, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

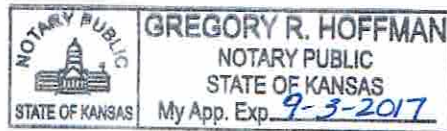
\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF Kansas, COUNTY OF Ellsworth, SS:

NOW on this 13 day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Kathryn Alice Mollhagen, Trustee of the Kathryn A. Mollhagen Living Trust u/a dated May 19, 1993, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:



[Signature]  
Notary Public

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Richard W. Mosier, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

Now on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Jerry Wiens and Cynthia Wiens, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Kathryn Alice Mollhagen, Trustee of the Kathryn A. Mollhagen Living Trust u/a dated May 19, 1993, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF Nebraska, COUNTY OF Greeley SS:

NOW on this 25 day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Richard W. Mosier, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires:

Mary K Berney  
Notary Public



ACKNOWLEDGMENT

STATE OF Nebraska, COUNTY OF Greeley, SS:

NOW on this 25 day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Jack R. Mosier, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires:



Mary K Berney  
Notary Public

ACKNOWLEDGMENT

STATE OF Nebraska, COUNTY OF Greeley, SS:

NOW on this 25 day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Carol E. Bach, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires:



Mary K Berney  
Notary Public

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF SHERIDAN, SS:

NOW on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Harry Joe Pratt Trustee of the Opal Davis Testamentary Trust, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that she executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Jack R. Mosier, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of November, 2014, before me a Notary Public in and for said county and state, personally appeared Carol E. Bach, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires:

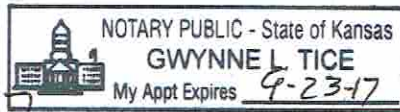
\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF SHERIDAN, SS:

NOW on this 2nd day of <sup>December</sup>~~November~~, 2014, before me a Notary Public in and for said county and state, personally appeared Harry Joe Pratt Trustee of the Opal Davis Testamentary Trust, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that she executed the same for the purposes therein stated.

My commission expires: 9-23-17



Gwynne L. Tice  
Notary Public

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF ELLIS, SS:

**SUBSCRIBED AND SWORN** to before me this 27<sup>th</sup> day of November, 2014, by Shane Vehige, President of JASPAR Co., who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

My commission expires: 5/21/2015

  
Notary Public



## EXHIBIT A

UNIT AREA  
(DAVIS-WIENS UNIT)

**A TRACT IN THE EAST HALF (E2) OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 20 WEST OF THE SIXTH P.M., Beginning 900 feet West of the Northeast Corner of the SE4, thence North 450 feet, thence West 1740 feet, thence South 900 feet, thence East 1740 feet, thence North 450 feet to the place of beginning, Rooks County, Kansas.**

**OIL AND GAS LEASES POOLED AND UNITIZED**

1. Oil and gas lease dated December 13, 1983, recorded in Book 193, pages 207-9, from Kathryn A. Mollhagen and Stanley D. Mollhagen, her husband, Lessors, to and in favor of Black Diamond Oil, Inc., Lessee, **ONLY IN SO FAR AS** said lease covers:

**A TRACT IN THE NORTHEAST QUARTER (NE/4) OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 20 WEST OF THE SIXTH P.M., Beginning 900 feet West of the Southeast Corner of the NE/4, thence North 450 feet, thence West 1740 feet, thence South 450 feet, thence East 1740 feet to the place of beginning.**

2. Oil and gas lease dated December 13, 1983, recorded in Book 193, pages 210-12, from Richard L. Davis and Opal Davis, his wife, Lessors, to and in favor of Black Diamond Oil, Inc., Lessee, **ONLY IN SO FAR AS** said lease covers:

**A TRACT IN THE NORTHEAST QUARTER (NE/4) OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 20 WEST OF THE SIXTH P.M., Beginning 900 feet West of the Southeast Corner of the NE/4, thence North 450 feet, thence West 1740 feet, thence South 450 feet, thence East 1740 feet to the place of beginning.**

3. Oil and gas lease dated December 13, 1983, recorded in Book 193, pages 213-5, from George R. Davis and Margaret M. Davis, his wife, Lessors, to and in favor of Black Diamond Oil, Inc., Lessee, **ONLY IN SO FAR AS** said lease covers:

**A TRACT IN THE NORTHEAST QUARTER (NE/4) OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 20 WEST OF THE SIXTH P.M., Beginning 900 feet West of the Southeast Corner of the NE/4, thence North 450 feet, thence West 1740 feet, thence South 450 feet, thence East 1740 feet to the place of beginning.**

4. Oil and gas lease dated December 13, 1983, recorded in Book 193, pages 216-8, from Margaret L. Mosier and Ross Mosier, her husband, Lessors, to and in favor of Black Diamond Oil,

Inc., Lessee, **ONLY IN SO FAR AS** said lease covers:

**A TRACT IN THE NORTHEAST QUARTER (NE/4) OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 20 WEST OF THE SIXTH P.M., Beginning 900 feet West of the Southeast Corner of the NE/4, thence North 450 feet, thence West 1740 feet, thence South 450 feet, thence East 1740 feet to the place of beginning.**

5. Oil and gas lease dated May 4, 1984, recorded in Book 183, pages 436-7, from Roscoe S. Grover, single, Lessor, to and in favor of Black Diamond Oil, Inc., Lessee, **ONLY IN SO FAR AS** said lease covers:

**A TRACT IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 20 WEST OF THE SIXTH P.M., Beginning 900 feet West of the Northeast Corner of the SE/4, thence South 450 feet, thence West 1740 feet, thence North 450 feet, thence East 1740 feet to the place of beginning.**

#### **TRACT PARTICIPATION**

Each of the above tracts will participate equally (50/50) in the production of oil, gas and other minerals from the Unit Area.

#### **ROYALTY PARTICIPATION**

Kathryn Alice Mollhagen, Trustee of the Kathryn A. Mollhagen Living Trust u/a dated May 19, 1993	.0234375 Royalty
Richard W. Mosier	.0052084 Royalty
Jack R. Mosier	.0052083 Royalty
Carole E. Bach	.0052083 Royalty
Opal Davis Testamentary Trust, Trustee Harry Joe Pratt	.0234375 Royalty
Richard H. Wiens	.015625 Royalty
Vehige Family Farm LLC	.015625 Royalty



Dena A. Vehige

.015625 Royalty

Jerry Wiens

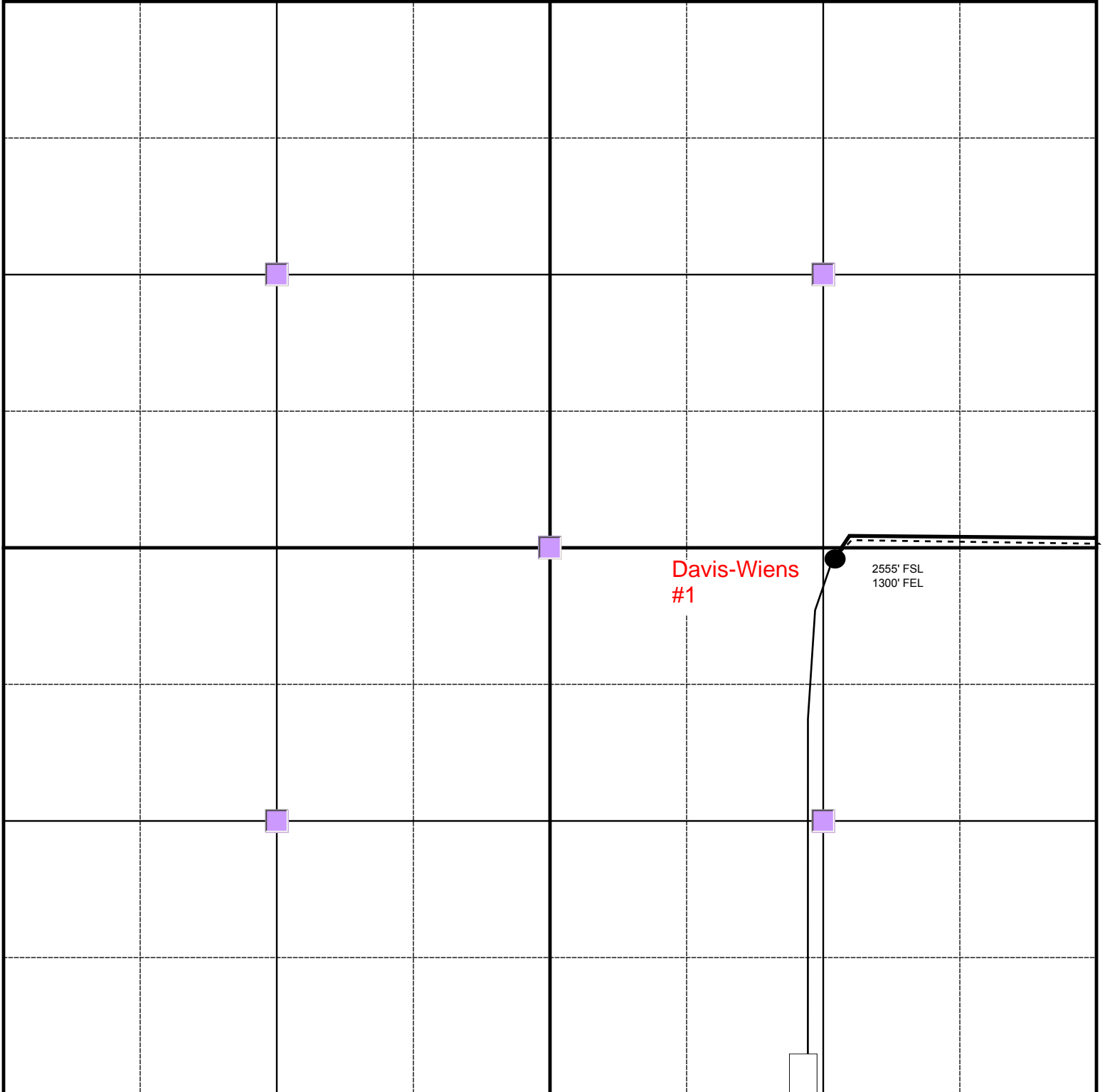
.0078125 Royalty

Cynthia Wiens

.0078125 Royalty

[Empty rectangular box]

Township: \_\_\_\_\_ Range: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_



[White rectangle symbol] Tank Battery

[Solid black line symbol] Road

[Solid black line symbol] Pipeline

[Dashed black line symbol] Electric Line