KOLAR Document ID: 1417800

For KCC Use:

Effective	Date

District	#	
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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

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:	Spot Description:
OPERATOR: License#	
Name:	feet from E / W Line of Section
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment: Oil Enh Rec Infield Mud Rotary Gas Storage Pool Ext. Air Rotary Disposal Wildcat Cable Seismic ; # of Holes Other Other:	Nearest Lease or unit boundary line (in footage): Ground Surface Elevation:
	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
If Yes, true vertical depth: Bottom Hole Location:	DWR Permit #:
KCC DKT #:	(Note: Apply for Permit with DWR)
NOO DIVI #	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.

For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT. I III
Approved by:	
This authorization expires:	
Spud date: Agent	:

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.

ш

_ Well will not be drilled or Permit Expired Date: _ Signature of Operator or Agent: For KCC Use ONLY

API # 15 -___

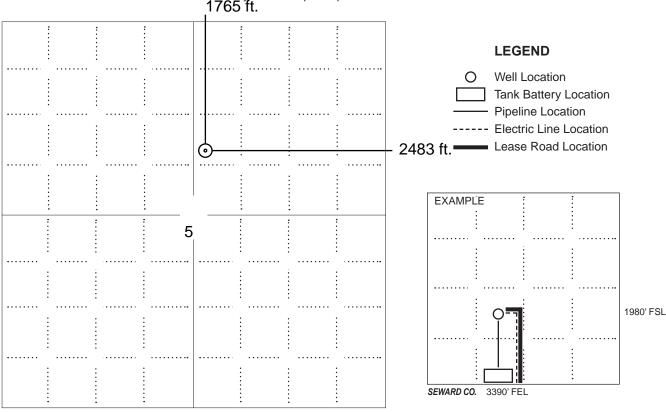
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R E 📃 W
Number of Acres attributable to well: QTR/QTR/QTR/QTR of acreage:	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. 1765 ft.



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.

KOLAR Document ID: 1417800

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate			
Operator Name:	perator Name: License Number:		License Number:
Operator Address:			
Contact Person:			Phone Number:
Lease Name & Well No.:			Pit Location (QQQQ):
Type of Pit:	Pit is:		·
Emergency Pit Burn Pit	Proposed Existing		SecTwpR East West
Settling Pit Drilling Pit	If Existing, date constructed:		Feet from North / South Line of Section
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from East / West Line of Section
		(bbls)	County
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)
Is the bottom below ground level?	Artificial Liner?		How is the pit lined if a plastic liner is not used?
		No	
Pit dimensions (all but working pits):	•		Width (feet)N/A: Steel Pits
Depth fro	m ground level to dee	epest point:	(feet) No Pit
material, thickness and installation procedure.			
Distance to nearest water well within one-mile of	Distance to nearest water well within one-mile of pit: Depth to shallowest fresh water feet. Source of information:		
feet Depth of water well	feet		
Emergency, Settling and Burn Pits ONLY:	mergency, Settling and Burn Pits ONLY: Drilling, Workover and Haul-Off Pits ONLY:		ver and Haul-Off Pits ONLY:
Producing Formation:	ormation: Type of material utilized in drilling/workover:		l utilized in drilling/workover:
Number of producing wells on lease:	ber of producing wells on lease: Number of working pits to be utilized:		king pits to be utilized:
Barrels of fluid produced daily: Abandonment procedure:		procedure:	
Does the slope from the tank battery allow all s flow into the pit?Yes No	s the slope from the tank battery allow all spilled fluids to into the pit? Yes No Drill pits must be closed within 365 days of spud date.		e closed within 365 days of spud date.
Submitted Electronically			
Liner Steel Pit RFAC RFAS Date Received: Permit Number: Permit Date: Lease Inspection: Yes No			
			·

KOLAR Document ID: 1417800

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-1
January 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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:		
Address 1:	County:	
Address 2:	Lease Name: Well #:	
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of	
Contact Person:	the lease below:	
Phone: () Fax: ()		
Email Address:		
Surface Owner Information:		
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional	
Address 1:	 sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the 	
Address 2:	county, and in the real estate property tax records of the county treasurer.	
City: State: Zip:+		

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.

Submitted Electronically

248.8FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP)	Kansas Blue Print
63U (Rev. 1993) OIL AND G	
AGREEMENT, Made and entered into the 19 th day of	November 2015
Jacobs and Jo	J. Jacobs Trust dated April 28, 2014, and their
successor 1rustees whose mailing address is 340 N School Ave. Colby, KS 67701	hereinafter called Lessor (whether one or more).
d Oak Energy, Inc., 7701 E K	
Lessor, in consideration of One and more	Dollars (\$ 1.00+) in hand paid,
receipt of which is here acknowledged and of the royaltics 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 by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, 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 KanSaS Described as follows to wit:	s of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for mining and operating for and producing oil, liquid hydrocarbons, all gases, and their laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other d transport said oil, liquid hydrocarbons, gases and their respective constituent products he following described land, together with any reversionary nghts and after-acquired State of Kansas
Township 6 South – Range 33 West Section 31: SE/4SE/4 Section 32: All	
<u>Township 7 South – Range 33 West</u> Section 5: SW/4; Lot 1; Lot 2; S/2NE/4 Section 6: E/2E/2 Section 8: NW/4	
In Section XXX Township XXX Range XXX	and containing $1,320$ acres, more or less and all accretions thereto
Subject to the provisions herein contained, this lease shall remain in force for a term of $\frac{Three}{1}$ (3) as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land	Three (3) years from this date (called "primary term"), and as long thereafter d from said land or land with which said land is pooled.
In consideration of the premises the said lessee covenants and agrees: Let To deliver to the residuation frace fraction to the size line to which breese mere some	- H
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 (1/8), at the market price at the well, (but as to gas sold by lesser, in on event more than one-eighth (1/8) by the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but as to gas sold by lesser, in one event more than one-eighth (1/8) by the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but as to gas sold by lesser, in one event more than one-eighth (1/8) by the premises, or used in the manufacture of any products therefrom, said payments to be made modelly. Where gas from a well producing gas only is not sold or used, lesser 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 being produced within the maning of the preceding paragraph.	cut weres our statut lattud, the equal outs-enginal (1/6) part of all oil produced and saved from premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the e proceeds received by lessee from such sales), for the gas sold, used off the premises, or a well producing gas only is not sold or used, lessee may pay or tender as royalty One takell producing gas only is not sold or used, lessee may pay or tender as royalty One ade it will be considered that gags being produced within the meaning of the preceding
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.	fling operations. If the lessee shall commence to drill a well within the term of this lease sonable diligence and dispatch, and if oil or gas, or either of them, be found in paying led 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 lessor only in the proportion which lessor's interest bears to the whole and undivided fee.	d fee simple estate therein, then the royalties herein provided for shall be paid the said
Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon. When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.	ssee's operation thereon, except water from the wells of lessor.
	ut 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	emises, including the right to draw and remove casing.
If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalities shall be binding on the lessee until after the lessee has been furmished 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.	n part is expressly allowed, the covenants hereof shall extend to their heirs, executors, entals or royalites shall be binding on the lessee until after the lessee has been furnished whole or in part, lessee shall be relieved of all obligations with respect to the assigned
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.	covering any portion or portions of the above described premises and thereby surrender red.
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 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.	Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole tted 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 in the premises described herein, in so far as said 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.	es that the lessee shall have the right at any time to redeem for lessor, by payment any tessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, ver and homestead in the premises described herein, in so far as said right of dower and
Lesses, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land; lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of a noil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased in itorturnen i dentifying 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, 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 units are posled into a tract or units to induct on the pooled units uses, whether the wells wells be located on the product in this lease. If production is found on the pooled units are posled in the royalties elsewhere herein specified, lessor shall receive on production from the area 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 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 only use to portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein o	red by this lease or any portion thereof with other land; lease or leases in the immediate develop and operate said lease premises so as to promote the conservation of oil, gas or tets configuous to one another and to be into a unit or units not exceeding 40 acres each well. Lessee shall excerte in writing and record in the conveyance records of the county eage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes as <i>I</i> if production is found on the pooled acreage, it shall be treated as if production is ot. In lieu of the royaltice elsewhere herein specified, lessor shall receive on production is buile of the royaltice elsewhere herein specified, lessor shall receive on production is placed in the unit or his royalty interest therein on an acreage basis bears to the total
If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessec on or before the end of the primary term shall pay or tender to Lessor, the sum equal to the original per acre bonus paid to lessor under the initial primary term of said lease multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease the primary term shall be extended for an additional two (2) years from the end of the primary term hereof.	utinued in force under the provisions hereof, this lease shall all pay or tender to Lessor, the sum equal to the original per ase multiplied by the number of net mineral acres owned by he primary term shall be extended for an additional two (2)
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses:	
X Resolved Jacoby Thurstee	Khin W Tarrite Tintered
NUSALIC J. JANNUD, IIUNIW	JUHI W. JAWUS, IIUSICO

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STATE OF Kansas	ACKNOWLEDGMENT FOR INDIVIDUAL (KSOKCoNe)
COUNTY OF Thomas the foregoing instrument was ackno by Rosalie J. Jacobs and John W.	mowledged before me this W. Jacobs, as Trustees of
and their successor Trustees	ees
My commission expires	11/15/2010 N/ why / 1 m
	MATTHE NOTA STATE
STATE OF	ACKNOWLEDGMENT FOR INDIVIDUATION (VSID) 60 1115 2014
instrument was	s acknowledged before me this day of
1	
My commission expires	Notary Public
	ACKNOMLEDGMENT FOR INDIV
instrument was	s acknowledged before me this day of
My commission expires	Notary Public
STATE OF	ACKNOWLEDGMENT FOR INDIVIDUAL (KSOKCoNe)
count Y OF the foregoing instrument was by	s acknowledged before me this day of day of
My commission expires	Notary Public
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STATE OF	ACKNOWLEDGMENT FOR CORPORATION (KSOKCONE)
COUNTY OF the foregoing instrument was	ment was acknowledged before me this day of
by of	
corporation, on behalf of the corporation	corporation.
My commission expires	Notary Public

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S SPECIAL)	Kansas Blue Print No. Sueway Dear 78 Wichia, KS 67201-0793 316-264-9344 264-
63U (Rev. 1993) OIL AND GAS LEASE	5185 fax www.ktpr.com - Ltp@ftpp.com
AGREEMENT, Made and entered into the 29 th day of October	2015
by and between Stephen Shull , and Tracy A. Shull	, husband and wife
	hereinafter called Lessor (whether one or more).
mice manual autres is 2341 LK 20, Colidy, KS 0/ /01 and Dod Oct Encercy Inc. 7701 E Vellocic Suite 710 Wichtin KS 67307	
Lessor, in consideration of One and more	1.00+) in hand paid,
ged and of the royalties herein provided and of the agreements of the lessee herein contained, her oring by geophysical and other means, prospecting drilling, mining and operating for and pro jecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, build oduce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydroca erefrom, and housing and otherwise caring for its employees, the following described land, togeth of	eby grants, leases and lets exclusively unto lessee for ducing oil, liquid hydrocarbons, all gases, and their ling tanks, power stations, telephone lines, and other thons, gases and their respective constituent products er with any reversionary rights and after-acquired Kansas Described as follows to wit:
Township 6 South – Range 33 West Section 32: NW/4NW/4SE/4; SW/4NW/4SE/4	
Township 7 South – Range 33 West Section 5: Lot 3 (39.86 acres); Lot 4 (39.87 acres); S/2NW/4 Section 6: E/2E/2	
In Section XXX Township XXX Range XXX and containing 339,73	acres, more or less and all accretions thereto
ons herein contained, this lease shall remain in force for a term of Three (3)	years from this date (called "primary term"). and as long thereafter
as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land of land with which said land is pooled. In consideration of the premises the said lessee covenants and agrees.	salu lana is poorcu.
lst. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one the leased premises.	connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from
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 (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) 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 (81.00) per year per net mineral acte 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 parameth.	or used in the manufacture of any products therefrom, one-eighth (1/8), at the s received by lessee from such sales), for the gas sold, used off the premises, or ducing gas only is not sold or used, lessee may pay or tender as royalty One 1 be considered that gas is being produced within the meaning of the preceding
This lease may be maintained during the primary term hereof without further payment ordrilling 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.	ommence to drill a well within the term of this lease if oil or gas, or either of them, be found in paying ationed.
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.	royalties herein provided for shall be paid the said
Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.	er from the wells of lessor.
When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.	
No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of fessor. 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.	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 lesse, 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.	remants hereof shall extend to their heirs, executors, on the lessee until after the lessee has been furnished ieved of all obligations with respect to the assigned
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.	the above described premises and thereby surrender
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.	ions, and this lease shall not be terminated, in whole it 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 heir 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 in the premises described herein, in so far as said right of dower and homestead in the premises described herein, in so far as said right of dower and homestead in the premises described herein, in so far as said right of dower and homestead in the premises described herein, in so far as said right of dower and homestead in the premises described herein, in so far as said right of dower and homestead in the premises described herein.	ht at any time to redeem for lessor, by payment any its of the holder thereof, and the undersigned lessors, described herein, in so far as said right of dower and
Induced indy in any wey and the right and power to pool or combine the arease covered by this lease or any portion thereof with other land; lease or leases in the immediate Lesses, at its option, is hereby given the right and power to pool or combine the arease covered by this lease or any portion thereof with other land; lease or leases in the immediate	reof 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 when the land herein leased is situated an instrument identifying and describing the pooled acrease. The entire acreage so pooled in writing and record in the conversion of oil, gas or 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 royatics an production rise in this lease, whether the well or wells be located on the provided mit, as *if* in were included in this lease. If pound on the pooled acreage, it shall be treated. for all purposes that from this lease, whether the well or wells be located on the premises covered by this lease or on the into the royalitie elsewhere herein 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 in the restree.

If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum equal to the original per acre bonus paid to lessor under the initial primary term of said lease multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease the primary term shall be extended for an additional two (2) years from the end of the primary term hereof.

See Addendum attached hereto and made a part hereof. ġ IN WITNESS WHEREOF, the Witnesses:

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LUNC M Stephen/Shull

1. Jan. وحورمتكن ر به معید مید ۲۰۱۰ - بید ۲۰۱۰ - بید ۲۰۱۰ - ۲۰۱۰ ۲۰۱۰ - ۲۰۱۰

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N. Shull

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Tracy

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ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) owledged before me this <u>25</u> 位 day of <u>October</u> 入別からい2015 acy A. Shull , husband and wife	XNOWLEDGMENT FOR INDIV	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) Wedged before me this	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) Wedged before me this day of	No. of Acres Term	day of
STATE OF Kansas COUNTY OF Thomas the foregoing instrument was acknowledged before me this by Stephen Shull , and Tracy A. Shull	My commission expires 8-20-11 MARY L. ZERR NOTARY PUBLIC STATE OF KANSAS STREE OF MARSAS AND EXP. BAD. EXP. 8-29-11. ACCUNTY OF COUNTY OF The foregoing instrument was acknowledged before me this by My commission expires	STATE OF AC COUNTY OF the foregoing instrument was acknowledged before me this by My commission expires	STATE OF At COUNTY OF COUN	TO Date Section Twp. Rge No. of Acres Tenn County	

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ADDENDUM

between Stephen Shull and Tracy A. Shull, husband and wife as Lessor, and Red Attached to and made part of Oil and Gas Lease dated October 29th, 2015, Oak Energy, Inc., as Lessee.

Notwithstanding anything to the contrary contained in the Oil and Gas Lease to which this Addendum is attached and made a part of, the provisions of this Addendum shall prevail whenever in conflict with the provisions of the Oil and Gas Lease. Lessee or assigns agree that in the event of drilling operations to restore the surface of the land to surface when the pits are filled. Lessee or assigns shall consult with Lessor or Lessor's agent as its original contour and condition as nearly as is reasonably practicable and pay for all damages caused by their operations. All top soil shall be separated from the subsoil and returned to the to routes of ingress and egress and the location of equipment on the leased premises.

and ponds and protect livestock from their drilling operation and afterwards fence the equipment If the premises is subject to pasturing livestock, Lessee or assigns agree to properly fence all pits in the event of continuing production operations and install steel gates where needed at locations of ingress and egress. The gates are to be locked at all times when said livestock are on the premises.

SIGNED FOR IDENTIFICATION:

: do then BÝ

Stephen Shull

Tracy A. Shull BY:___

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

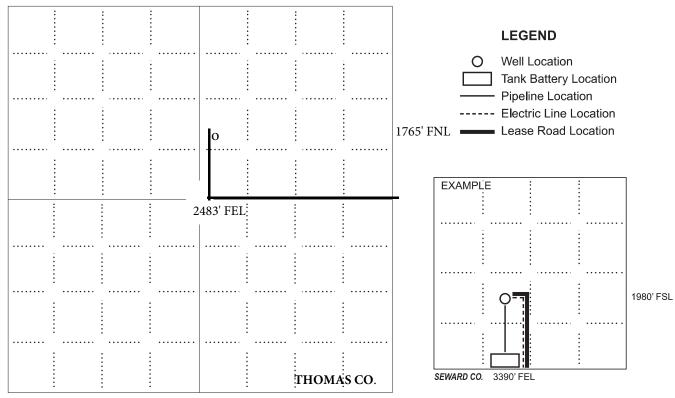
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: Red Oak Energy, Inc.	Location of Well: County: Thomas
Lease: Shull Unit	1,765 feet from X N / S Line of Section
Well Number: <u>#1-5</u>	2,483feet from 🔀 E / 🗖 W Line of Section
Field: Wildcat	Sec.5Twp. 7S. R.33 E 🔀 W
Number of Acres attributable to well: 40 QTR/QTR/QTR/QTR of acreage: <u>SW</u> - <u>NW</u> - <u>SW</u> - <u>NE</u>	Is Section: 🗙 Regular or 🔲 Irregular
	If Section is Irregular, locate well from nearest corner boundary

PLAT

Section corner used: 🗙 NE NW SE SW

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.

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.

STATE OF KANSAS

Corporation Commission Conservation Division 266 N. Main St., Ste. 220 Wichita, KS 67202-1513



PHONE: 316-337-6200 FAX: 316-337-6211 http://kcc.ks.gov/

GOVERNOR JEFF COLYER, M.D. Shari Feist Albrecht, Chair | Jay Scott Emler, Commissioner | Dwight D. Keen, Commissioner

August 09, 2018

Ryan Davis Red Oak Energy, Inc. 7701 E KELLOGG DR STE 710 WICHITA, KS 67207-1738

Re: Drilling Pit Application Shull Unit 1-5 NE/4 Sec.05-07S-33W Thomas County, Kansas

Dear Ryan Davis:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as practical after drilling operations have ceased.

KEEP PITS away from draw/drainage.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (785) 261-6250 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (785) 261-6250.