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:
	Sec Twp S. R E W
PERATOR: License#	feet from N / S Line of Section
ame:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
olddress 2: State: Zip: +	(Note: Locate well on the Section Plat on reverse side)
contact Person:	County:
hone:	Lease Name: Well #:
	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):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MSL
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile: Yes No
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: II III
il owwo. Old well illiothation as follows.	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
irectional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
Yes, true vertical depth:	Well Farm Pond Other:
Bottom Hole Location:	DWR Permit #:(Note: Apply for Permit with DWR)
CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
AF	
AFI The undersigned hereby affirms that the drilling, completion and eventual plu	FIDAVIT
	agging of this well will comply with K.S.A. 55 et. seq.
t is agreed that the following minimum requirements will be met:	
1. Notify the appropriate district office <i>prior</i> to spudding of well;	b dellica e el e.
 A copy of the approved notice of intent to drill shall be posted on each The minimum amount of surface pipe as specified below shall be set 	• •
through all unconsolidated materials plus a minimum of 20 feet into th	
4. If the well is dry hole, an agreement between the operator and the dis-	
5. The appropriate district office will be notified before well is either plugg	
6. If an ALTERNATE II COMPLETION, production pipe shall be cemente	
Or purguent to Appendix "P" Featern Kanaga surface assing order #	133,091-C, which applies to the NCC District 3 area, alternate if cementing
Or pursuant to Appendix "B" - Eastern Kansas surface casing order #" must be completed within 30 days of the spud date or the well shall be	e plugged. In all cases, NOTIFY district office prior to any cementing.
• • • • • • • • • • • • • • • • • • • •	e plugged. In all cases, NOTIFY district office prior to any cementing.
•	e plugged. In all cases, NOTIFY district office prior to any cementing.
must be completed within 30 days of the spud date or the well shall be	e plugged. In all cases, NOTIFY district office prior to any cementing.
must be completed within 30 days of the spud date or the well shall be	
must be completed within 30 days of the spud date or the well shall be ubmitted Electronically	Remember to:
must be completed within 30 days of the spud date or the well shall be upon the spud date or th	
must be completed within 30 days of the spud date or the well shall be updated Electronically For KCC Use ONLY API # 15 -	Remember to: - File Certification of Compliance with the Kansas Surface Owner Notification
must be completed within 30 days of the spud date or the well shall be about the spud date or the spud date or the spud date or the spud date or the well shall be about the spud date or the well shall be about the spud date or the spud	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;
must be completed within 30 days of the spud date or the well shall be submitted Electronically For KCC Use ONLY API # 15	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;
must be completed within 30 days of the spud date or the well shall be spud date.	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;
must be completed within 30 days of the spud date or the well shall be about the spud date or the spud date or the well shall be about the spud date or the well shall be about the spud date or the well shall be about the spud date or the well shall be about the spud date or the well shall be about the spud date or the spud d	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);
must be completed within 30 days of the spud date or the well shall be ubmitted Electronically For KCC Use ONLY	 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;

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

Side Two

For KCC Use ONLY	
API # 15	-

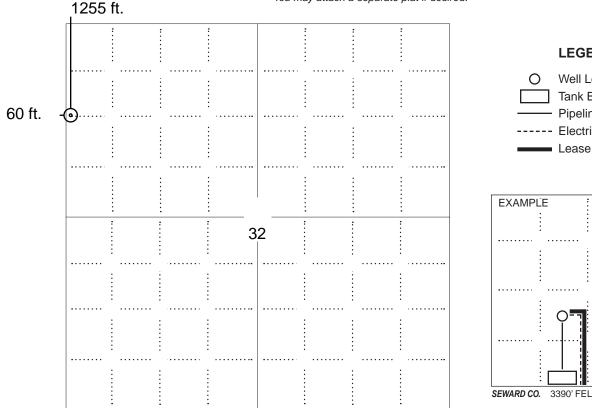
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator:	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
Number of Acres attributable to well:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW

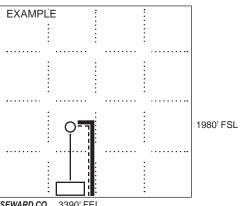
PLAT

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.

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

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:	Pit is:			
Emergency Pit Burn Pit Proposed		Existing	SecTwp R East West	
Settling Pit Drilling Pit	If Existing, date cor	nstructed:	Feet from North / South Line of Section	
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:	(111)	Feet from East / West Line of Section	
	-	(bbls)	County	
Is the pit located in a Sensitive Ground Water A	rea? Yes I	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level? Yes No Artificial Liner? Yes N		lo	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits	
Depth fro	om ground level to dee	pest point:	(feet) No Pit	
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ilei		dures for periodic maintenance and determining cluding any special monitoring.	
Distance to nearest water well within one-mile of	of pit:	Depth to shallor Source of inforr	west fresh water feet.	
feet Depth of water well	feet	measured	well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	ver and Haul-Off Pits ONLY:	
Producing Formation:		Type of materia	l utilized in drilling/workover:	
Number of producing wells on lease:		Number of work	ring pits to be utilized:	
Barrels of fluid produced daily:		Abandonment p	procedure:	
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	Drill pits must b	e closed within 365 days of spud date.	
	-			
Submitted Electronically				
KCC OFFICE USE ONLY Liner Steel Pit RFAC RFAS				
Date Received: Permit Numl	ber:	Permi		

Kansas Corporation Commission Oil & Gas Conservation Division

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).

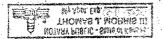
Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (C	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)	
OPERATOR: License #	Well Location:	
Name:	SecTwpS. R	
Address 1:	County:	
Address 2:	Lease Name: Well #:	
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of	
Contact Person:	the lease below:	
Phone: () Fax: ()		
Email Address:		
Surface Owner Information:		
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional 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 1:		
Address 2:	county, and in the real estate property tax records of the county treasurer.	
City: State: Zip:+		
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and abatteries, pipelines, and electrical lines. The locations shown on the plat in 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 loced CP-1 that I am filing in connection with this form; 2) if the form be form; and 3) my operator name, address, phone number, fax, and I have not provided this information to the surface owner(s). I address.	ct (House Bill 2032), I have provided the following to the surface potential: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form peing 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 process. 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 K	of the surface owner by filling out the top section of this form and CCC, which is enclosed with this form.	
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1	fee with this form. If the fee is not received with this form, the KSONA-1 will be returned.	
Submitted Electronically		

FORM 88 - (PRODUCERS SPECIAL)(PAID-UP W/OPT)

63U (Rev. 2004 CRI)

SIATE OF KANSAS, RUSH TOLINE SES THE PAST HAMBERT WAS ELED FOR BECORD ON TOLINE AS A DOCUMENT OF AND TOLINE RECURSED IN BOOK AS A LOTAL AS PASSES.



OIL & GAS LEASE

AGREEMENT, Made and entered into the 7th day of January, 2019 by and between Daryl Maresch, also known as Daryl F. Maresch and Shirley Maresch, also known as Shirley L. Maresch; husband and wife as Joint Tenants with rights of survivorship whose mailing address is 1744 Avenue X, Nekoma, KS 67559 hereinafter called Lessor (whether one or more), and SHELBY RESOURCES, LLC, 13949 W. Colfax Avenue, Suite 120, Lakewood, CO 80401, 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 Rush, State of Kansas described as follows, to-wit:

TOWNSHIP 19 SOUTH, RANGE 19 WEST OF THE 6TH PRINCIPAL MERIDIAN Section 32: NW4

containing 160.00 acres, more or less

Subject to the provisions herein contained, this lease shall remain in force for a term of four (4) years (called Aprimary 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.
- 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.

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 spipe lines 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 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 Lessees 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 10 acres each in the event of an oil well, or into a unit or units not exceeding 40 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 royaltes 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 royaltes elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved:

Lessee shall first obtain the approval of Lessor prior to any change of operator on this lease, which approval shall not be unreasonably withheld.

Upon request from Lessor, soil damage from oil and/or saltwater or other fluids resulting from Lessee's operations will be remediated as necessary to restore soil to the original condition as possible. Reasonable damage payments may be requested for the loss of land productivity until the soil is restored to the original condition.

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

X Muley Maresch, also known as Daryl Maresch, also known as Daryl F. Maresch
Shirley L. Masresch

STATE OF Kansas

COUNTY OF Rush

BEFORE ME, the undersigned, a Notary Public, in and from said County and State, on this 5 day of January, 2019, personally appeared Daryl Maresch, also known as Daryl F. Maresch and Shirley Maresch, also known as Shirley L. Maresch, husband and wife as Joint Tenants with rights of survivorship.

Maresch and Shirley Maresch, also known as Shirley L. Maresch, husband and wife as Joint Tenants with rights of survivorship.

My Commission Expires: 8-6-2020

My Commission Expires: 8-6-2020

Notary Public:

Address:

SCANNED

STATE OF KANSAS, RUSH COUNTY, S.S.
THIS INSTRUMENT WAS FILED FOR RECORD ON THE AT 3-05 OCLOCK P AND DULY RECORDED IN BOOK 173 OF MUSA.

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INDEXED G

FORM 88 - (PRODUCERS SPECIAL)(PAID-UP W/OPT)

63U (Rev. 2004 CRI)

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OIL & GAS LEASE

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Monary Paging - Street Kansas THOMAS J. MONHIS III Makas En Ca. 1201.

AGREEMENT, Made and entered into the 7th day of February, 2019 by and between Daryl Maresch, also known as Daryl F. Maresch and Shirley Maresch, also known as Shirley L. Maresch, husband and wife as Joint Tenants with rights of survivorship whose mailing address is 1744 Avenue X, Nekoma, KS 67559 hereinafter called Lessor (whether one or more), and SHELBY RESOURCES, LLC, 13949 W. Colfax Avenue, Suite 120, Lakewood, CO 80401, 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 Rush, State of Kansas described as follows, to-wit:

TOWNSHIP 19 SOUTH, RANGE 19 WEST OF THE 6TH PRINCIPAL MERIDIAN

Section 31: NE4

containing 160.00

acres, more or less.

Subject to the provisions herein contained, this lease shall remain in force for a term of four (4) years (called Aprimary terme), 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.
- 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.

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 pipe lines 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 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 10 acres each in the event of an oil well, or into a unit or units not exceeding 40 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease," whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

Lessee shall first obtain the approval of Lessor prior to any change of operator on this lease, which approval shall not be unreasonably withheld.

Upon request from Lessor, soil damage from oil and/or saltwater or other fluids resulting from Lessee's operations will be remediated as necessary to restore soil to the original condition as possible. Reasonable damage payments may be requested for the loss of land productivity until the soil is restored to the original condition.

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

Shirley/Maresch, also known as Shirley L. Masresch

STATE OF Kansas

COUNTY OF Rush

BEFORE ME, the undersigned, a Notary Public, in and from said County and State, on this day of February, 2019, personally appeared Daryl Maresch, also known as Daryl F. Maresch and Shirley Maresch, also known as Shirley L. Maresch, husband and wife as Joint Tenants with rights of survivorship.

My Commission Expires: 8-6-2020

NOTARY PUBLIC - State of Kansas THOMAS J. MORRIS II

Notary Public: Address: GREAT BEUDIKS

SCANNED

STATE OF KANSAS, RUSH COUNTY, S.S. THIS INSTRUMENT WAS FILE

