

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

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: \_\_\_\_\_

Well Drilled For:	Well Class:	Type Equipment:
<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

**For KCC Use ONLY**

API # 15 - \_\_\_\_\_

Conductor pipe required \_\_\_\_\_ feet

Minimum surface pipe required \_\_\_\_\_ feet per ALT.  I  II

Approved by: \_\_\_\_\_

**This authorization expires:** \_\_\_\_\_  
(This authorization void if drilling not started within 12 months of approval date.)

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.

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

E  
 W

**For KCC Use ONLY**

API # 15 - \_\_\_\_\_

**IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW**

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

Operator: \_\_\_\_\_

Lease: \_\_\_\_\_

Well Number: \_\_\_\_\_

Field: \_\_\_\_\_

Number of Acres attributable to well: \_\_\_\_\_

QTR/QTR/QTR/QTR of acreage: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Location of Well: County: \_\_\_\_\_

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W

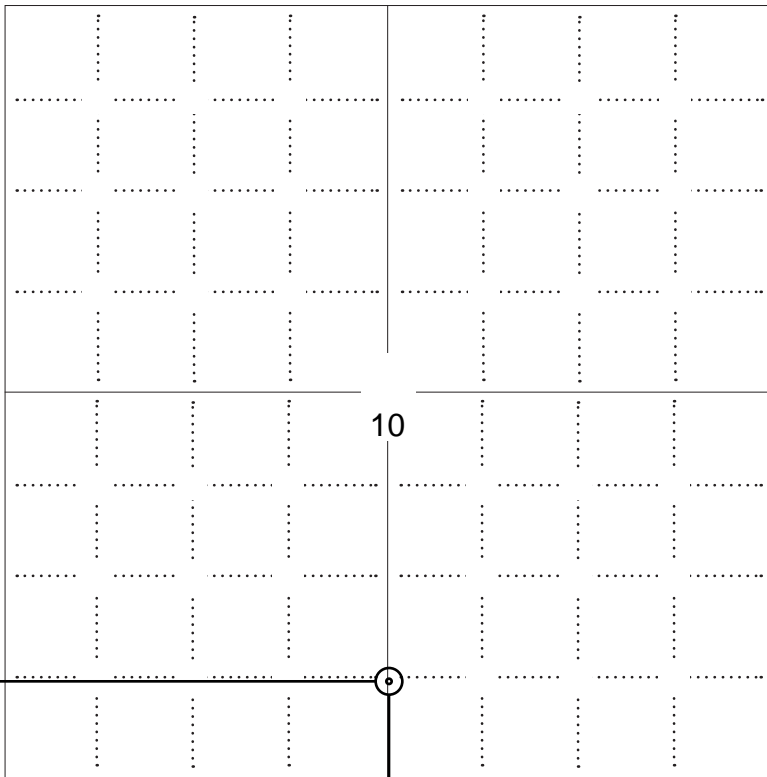
Is Section:  Regular or  Irregular

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

Section corner used:  NE  NW  SE  SW

**PLAT**

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



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

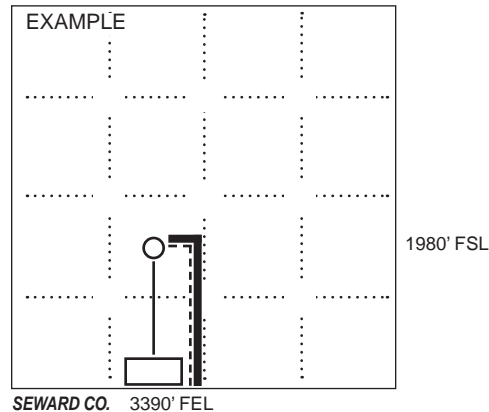
660 ft.

**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.

**LEGEND**

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



**KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
APPLICATION FOR SURFACE PIT**

Form CDP-1  
May 2010  
Form must be Typed

*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.	
<h2>Submitted Electronically</h2>			

<b>KCC OFFICE USE ONLY</b>			
		<input type="checkbox"/> Liner <input type="checkbox"/> Steel Pit <input type="checkbox"/> RFAC <input type="checkbox"/> RFAS	
Date Received: _____	Permit Number: _____	Permit Date: _____	Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No

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 (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

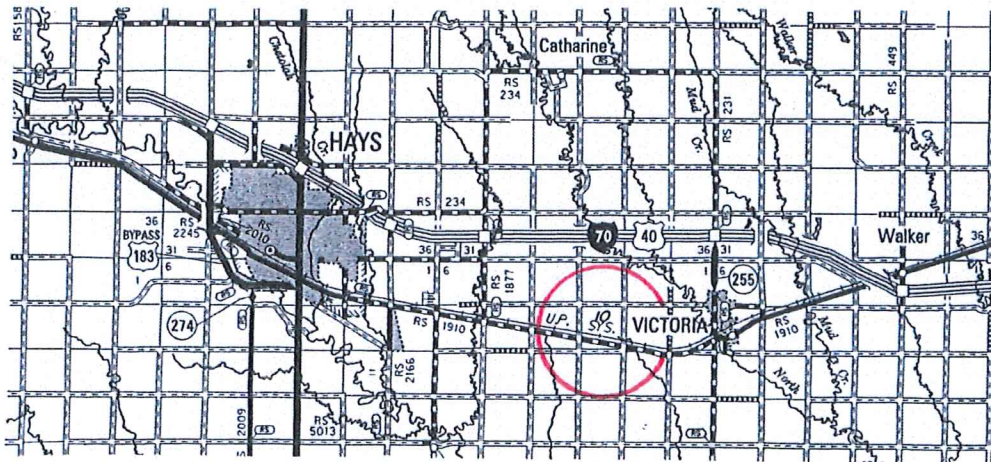
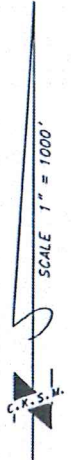
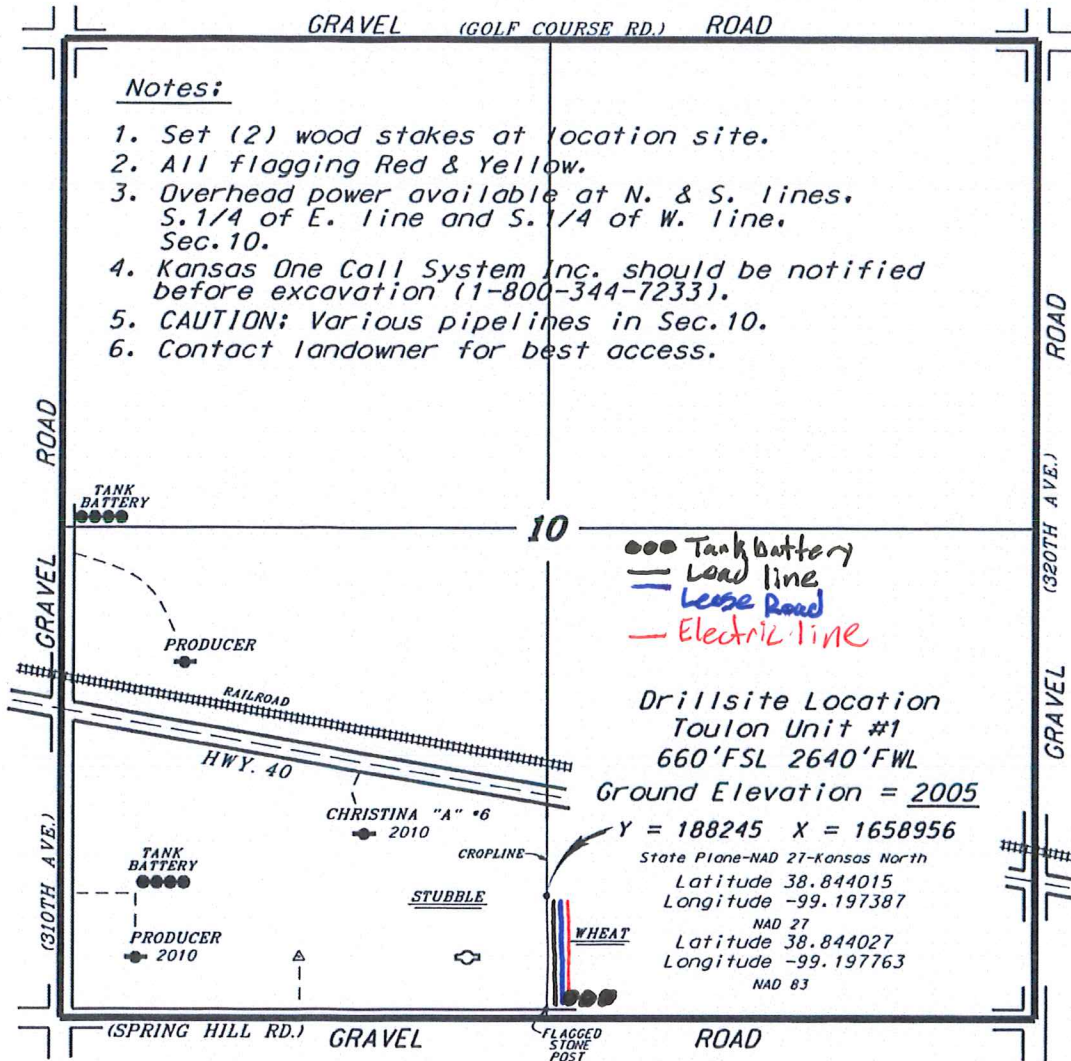
**BEREXCO, LLC  
TOULON LEASE  
S. 1/2, SECTION 10, T14S, R17W  
ELLIS COUNTY, KANSAS**

GRAVEL (GOLF COURSE RD.) ROAD

Notes:

1. Set (2) wood stakes at location site.
2. All flagging Red & Yellow.
3. Overhead power available at N. & S. lines, S. 1/4 of E. line and S. 1/4 of W. line, Sec. 10.
4. Kansas One Call System Inc. should be notified before excavation (1-800-344-7233).
5. CAUTION: Various pipelines in Sec. 10.
6. Contact landowner for best access.

\*Ingress and egress to location as shown on this plat is per usage only and may not be legally opened for public use. Contact landowner, tenant and county road department for access.



\* Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 640 acres.  
 \* Approximate section lines were determined using the normal standard of care of oilfield surveyors practicing in the state of Kansas. The section corners, which establish the precise section lines, were not necessarily located, and the exact location of the drillsite location in the section is not guaranteed. Therefore, the operator securing this service and accepting this plat and all other parties relying thereon agree to hold Central Kansas Oilfield Services, Inc., its officers and employees harmless from all losses, costs and expenses and said entities released from any liability from incidental or consequential damages.  
 \* Elevations derived from National Geodetic Vertical Datum.

Date **February 18, 2022**

*Rebecca Herzog*

Date Recorded: 1/31/22 10:41:42 AM



Photo   
Direct   
In Direct   
Numerical   
Checked

**VOLUNTARY UNITIZATION AGREEMENT**

This Voluntary Unitization Agreement (the "Agreement") is made and entered into as of the Effective Date (defined below), by and between the undersigned owners of those certain oil and gas leases described on Exhibit "A" attached hereto and made a part hereof (the "Leases"), hereinafter called "working interest owners", and the undersigned owners of the minerals in and under the lands described in the Leases, hereinafter called "royalty owners".

WITNESSETH, that

WHEREAS, each working interest owner represents that it is the owner or co-owner of one or more of the Leases which grant the right to search for and produce oil and/or gas from the lands described therein; and

WHEREAS, each royalty owner represents and warrants that it owns all or a portion of the minerals and is entitled to receive royalty payments from the oil and/or gas that may be produced and sold from the lands described in one of the Leases; and

WHEREAS, it is the mutual desire of the working interest owners and royalty owners to form a pooled unit from portions of the Leases for the drilling and operation of a well or wells for the production of oil and/or gas therefrom, and to allocate the oil and/or gas so produced pursuant to the terms hereof.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants and agreements herein contained, and in consideration of the benefits accruing and to accrue to the undersigned parties as a result of this Agreement, the undersigned working interest owners and royalty owners, and each of them, do hereby declare, agree to and approve the formation of a consolidated leasehold estate covering the following described lands (the "Lands") located in Ellis County, Kansas as a pooled unit (the "Unit"), for the purposes of drilling for and producing oil and/or gas, to-wit:

Township 14 South, Range 17 West

Tract 1: Section 10: The Southwest Quarter of the Northwest Quarter the Southwest Quarter of the Southeast Quarter (SW/4 NW/4 SW/4 SE/4) and the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (NW/4 SW/4 SW/4 SE/4), hereinafter referred to as the "Goetz D Tract"; and

Tract 2: Section 10: The Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter (SE/4 NE/4 SE/4 SW/4) and the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (NE/4 SE/4 SE/4 SW/4), hereinafter referred to as the "Christina A Tract".

The Unit created by this Agreement shall be known as the Toulon Unit, and subject to the terms and conditions hereinafter set forth, the parties hereto agree that the aforesaid Unit may be developed and operated such that production from any part of the Unit shall be considered as production from the Leases. Such production shall continue in effect each Lease and any term mineral or royalty interest in and to each of the two tracts above described, in accordance with their respective terms, just as if a well were producing from each tract, it being understood that the existence of the Unit shall not in and of itself serve to perpetuate the Leases, or any term mineral or royalty interest, absent either production from the Unit, or the drilling of a new well and/or recompletion of an existing well which thereafter results in production from the Unit, provided that any such drilling and/or recompletion attempt is commenced within one hundred and twenty (120) days from cessation of production from the Leases or Unit, as the case may be. The provisions of all of the Leases are hereby amended to the extent necessary to conform them to the provisions of this Agreement, but otherwise shall remain in full force and effect. To the extent that any terms of this Agreement are deemed to be in conflict with the terms of any of the Leases, then the terms and conditions of this Agreement shall prevail to the extent required to resolve such conflict.

This Agreement shall be limited to oil and any gas, gaseous substances, condensate, distillate, or any other liquid or liquefiable hydrocarbons produced in association with such oil and/or gas, in all cases, produced, saved and sold from the Unit (herein, the "Unitized Substances"). The parties hereto agree that the production of Unitized Substances shall be allocated one-half (1/2) to the owners of oil and gas rights

ENV. / *Burke*

in and under those leases covered by the Goetz D Tract, and one-half (1/2) to the owners of oil and gas rights in and under the lease covered by the Christina A Tract. The working interest owners shall disburse or cause to be disbursed the proceeds of production of any Unitized Substances so allocated.

The royalty owners hereby agree that the Unitized Substances produced from any and all wells on the Unit may be produced into a separate battery which may be located on the lands covered by the Leases, and the working interest owners are hereby granted the right to install such surface equipment (including, but not limited to, a separate gunbarrel and additional tankage) as may be necessary to separately measure production from the Unit. The royalty owners also grant the working interest owners the right to construct and maintain on the lands covered by the Leases such additional pipelines and facilities as may be necessary or convenient for operations hereunder, including full rights of ingress and egress across the Unit and the Leases.

Nothing herein shall be construed to result in the transfer of title to any mineral, oil and/or gas rights by or from any party hereto or any party ratifying this agreement or a counterpart thereof.

The Unit created hereby shall remain in effect for one-hundred eighty (180) days following the date that the last royalty owner herein executes this Agreement (the "Effective Date"), or a counterpart thereof, and as long thereafter as production of Unitized Substances are produced from a well or wells located on the Lands within the Unit, or actual drilling or reworking operations are being conducted on the Lands within the Unit, with no cessation greater than one hundred twenty (120) days, or for so long as the Leases otherwise remain in effect as to the Lands included in the Unit.

This Agreement may be terminated by the working interest owners at their sole discretion if they determine that production of Unitized Substances in paying quantities from the Unit is no longer possible or feasible.

Except as modified and amended by the provisions hereof, the terms and provisions of the Leases shall be and remain unaltered and in full force and effect. The terms and conditions contained herein shall constitute covenants running with the lands described in the Leases, and shall be binding upon the respective heirs, successors, and assigns of the parties hereto.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of which taken together shall constitute one and the same instrument. If counterparts of this Agreement are executed, the signature and notary pages from various counterparts may be combined into one composite instrument for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates of the acknowledgements of their respective signatures below.

OKMAR OIL COMPANY

ROBERT M. BEREN, L.P.

By: Adam E. Beren  
Adam E. Beren, President of REN Corporation,  
General Partner of Robert-AB, L.P., Managing  
General Partner

By: Adam E. Beren  
Adam E. Beren, President of Beresco  
Properties, Inc., Managing General Partner

MATZLIACH, L.P.

By: Robert M. Goodyear  
Robert M. Goodyear, President of Berenergy  
Corporation, General Partner

MARY KAY SCHIPPERS LIVING TRUST, dated October 1, 2008

By: \_\_\_\_\_  
Mary Kay Schippers, Trustee

By: \_\_\_\_\_  
Daniel F. Schippers, Trustee

in and under those leases covered by the Goetz D Tract, and one-half (1/2) to the owners of oil and gas rights in and under the lease covered by the Christina A Tract. The working interest owners shall disburse or cause to be disbursed the proceeds of production of any Unitized Substances so allocated.

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OKMAR OIL COMPANY

ROBERT M. BEREN, L.P.

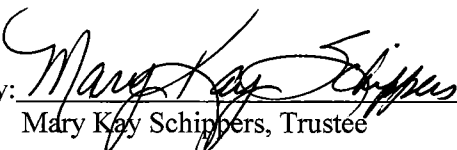
By: \_\_\_\_\_  
Adam E. Beren, President of REN Corporation,  
General Partner of Robert-AB, L.P., Managing  
General Partner

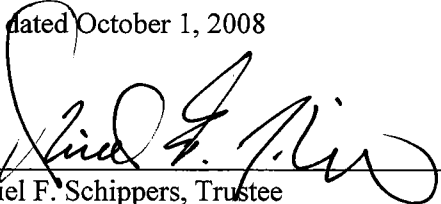
By: \_\_\_\_\_  
Adam E. Beren, President of Beresco  
Properties, Inc., Managing General Partner

MATZLIACH, L.P.

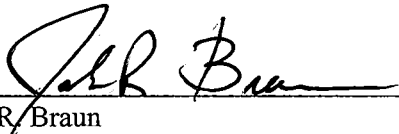
By: \_\_\_\_\_  
Robert M. Goodyear, President of Berenergy  
Corporation, General Partner

MARY KAY SCHIPPERS LIVING TRUST, dated October 1, 2008

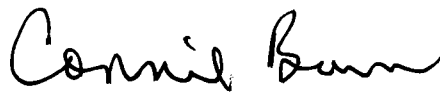
By:  \_\_\_\_\_  
Mary Kay Schippers, Trustee

By:  \_\_\_\_\_  
Daniel F. Schippers, Trustee





John R. Braun



Connie Braun

PENROC OIL CORPORATION

Herbert G. Gish

By: \_\_\_\_\_

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Adam E. Beren, as President of REN Corporation, General Partner of Robert-AB, L.P., Managing General Partner of **Okmar Oil Company**, on behalf of said entity.

My commission expires: \_\_\_\_\_

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

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Adam E. Beren, as President of Beresco Properties Inc., Managing General Partner of **Robert M. Beren, L.P.**, on behalf of said entity.

My commission expires: \_\_\_\_\_

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

STATE OF COLORADO )  
 ) SS:  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Robert M. Goodyear, as President of Berenergy Corporation, General Partner of **Matzliach, L.P.**, on behalf of said entity.

My commission expires: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Mary Kay Schippers and Daniel F. Schippers, as Trustees of the **Mary Kay Schippers Living Trust, dated October 1, 2008**, on behalf of said entity.

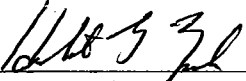
My commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
John R. Braun

\_\_\_\_\_  
Connie Braun

PENROC OIL CORPORATION

  
\_\_\_\_\_  
Herbert G. Gish

By: \_\_\_\_\_

STATE OF KANSAS            )  
                                      ) SS:  
COUNTY OF SEDGWICK    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Adam E. Beren, as President of REN Corporation, General Partner of Robert-AB, L.P., Managing General Partner of **Okmar Oil Company**, on behalf of said entity.

My commission expires: \_\_\_\_\_

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

STATE OF KANSAS            )  
                                      ) SS:  
COUNTY OF SEDGWICK    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Adam E. Beren, as President of Beresco Properties Inc., Managing General Partner of **Robert M. Beren, L.P.**, on behalf of said entity.

My commission expires: \_\_\_\_\_

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

STATE OF COLORADO        )  
                                      ) SS:  
COUNTY OF DENVER        )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Robert M. Goodyear, as President of Berenergy Corporation, General Partner of **Matzliach, L.P.**, on behalf of said entity.

My commission expires: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
                                      ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Mary Kay Schippers and Daniel F. Schippers, as Trustees of the **Mary Kay Schippers Living Trust, dated October 1, 2008**, on behalf of said entity.

My commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
John R. Braun

\_\_\_\_\_  
Connie Braun

PENROC OIL CORPORATION

\_\_\_\_\_  
Herbert G. Gish

By: *M. G. Merzham*  
*M. G. Merzham, President*

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF SEDGWICK    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Adam E. Beren, as President of REN Corporation, General Partner of Robert-AB, L.P., Managing General Partner of **Okmar Oil Company**, on behalf of said entity.

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

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF SEDGWICK    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Adam E. Beren, as President of Beresco Properties Inc., Managing General Partner of **Robert M. Beren, L.P.**, on behalf of said entity.

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

STATE OF COLORADO        )  
  ) SS:  
COUNTY OF DENVER        )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Robert M. Goodyear, as President of Berenergy Corporation, General Partner of **Matzliach, L.P.**, on behalf of said entity.

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

STATE OF \_\_\_\_\_)  
  ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Mary Kay Schippers and Daniel F. Schippers, as Trustees of the **Mary Kay Schippers Living Trust, dated October 1, 2008**, on behalf of said entity.

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

John R. Braun

Connie Braun

PENROC OIL CORPORATION

Herbert G. Gish

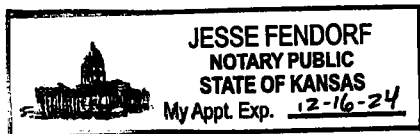
By: \_\_\_\_\_

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of January, 2022, by Adam E. Beren, as President of REN Corporation, General Partner of Robert-AB, L.P., Managing General Partner of **Okmar Oil Company**, on behalf of said entity.

My commission expires:  
12-16-2024

Jesse Fendorf  
Notary Public

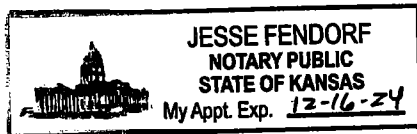


STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of January, 2022, by Adam E. Beren, as President of Beresco Properties Inc., Managing General Partner of **Robert M. Beren, L.P.**, on behalf of said entity.

My commission expires:  
12-16-2024

Jesse Fendorf  
Notary Public



STATE OF COLORADO )  
 ) SS:  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of January, 2022, by Robert M. Goodyear, as President of Berenergy Corporation, General Partner of **Matzliach, L.P.**, on behalf of said entity.

My commission expires:  
9/15/22

Jamie Wetton  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by Mary Kay Schippers and Daniel F. Schippers, as Trustees of the **Mary Kay Schippers Living Trust, dated October 1, 2008**, on behalf of said entity.

My commission expires:  
\_\_\_\_\_

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

John R. Braun

Connie Braun

PENROC OIL CORPORATION

Herbert G. Gish

By:

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by Adam E. Beren, as President of REN Corporation, General Partner of Robert-AB, L.P., Managing General Partner of **Okmar Oil Company**, on behalf of said entity.

My commission expires:

Notary Public

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by Adam E. Beren, as President of Beresco Properties Inc., Managing General Partner of **Robert M. Beren, L.P.**, on behalf of said entity.

My commission expires:

Notary Public

STATE OF COLORADO )  
 ) SS:  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by Robert M. Goodyear, as President of Berenergy Corporation, General Partner of **Matzliach, L.P.**, on behalf of said entity.

My commission expires:

Notary Public

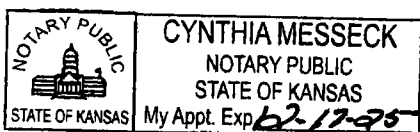
STATE OF Kansas )  
 ) SS:  
COUNTY OF Ellis )

The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of January, 2028, by Mary Kay Schippers and Daniel F. Schippers, as Trustees of the **Mary Kay Schippers Living Trust, dated October 1, 2008**, on behalf of said entity.

My commission expires:

12-17-25

*Cynthia Messeck*  
Notary Public

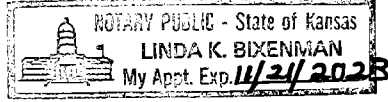


STATE OF Kansas )  
 ) SS:  
COUNTY OF Ellis )

The foregoing instrument was acknowledged before me on this 16th day of November, 2021, by **John R. Braun and Connie Braun**, husband and wife.

My commission expires:  
11/21/2023

Linda K. Bixenman  
Notary Public



STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by **Herbert G. Gish**.

My commission expires:  
\_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **PENROC OIL CORPORATION**, on behalf of said entity.

My commission expires:  
\_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

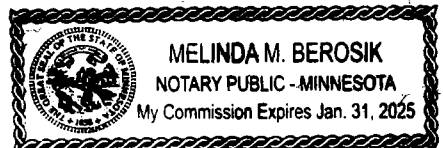
The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by **John R. Braun and Connie Braun**, husband and wife.

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

STATE OF MN )  
 ) SS:  
COUNTY OF Ransom )

The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of December, 2021, by **Herbert G. Gish**.

My commission expires: 1-31-2025  
Notary Public



STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of **PENROC OIL CORPORATION**, on behalf of said entity.

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by **John R. Braun and Connie Braun**, husband and wife.

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by **Herbert G. Gish**.

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

STATE OF New Mexico )  
 ) SS:  
COUNTY OF Lea )

The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of November, 2021, by M. J. Merchant, as President of **PENROC OIL CORPORATION**, on behalf of said entity.

My commission expires: \_\_\_\_\_  
Joy A. Buhalts  
Notary Public

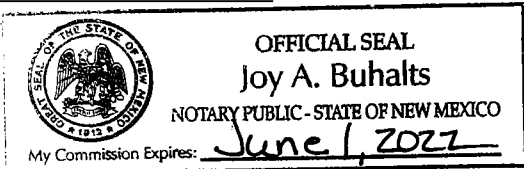




Exhibit "A"

Attached to and made a part of that certain Voluntary Unitization Agreement for the Toulon Unit.

(Description of Oil and Gas Leases)

Lessor: Christina M. Sander  
Lessee: Adolph Beren, H. H. Beren and I. H. Beren, d/b/a Okmar Oil Company  
Lease Date: September 11, 1959  
Recorded: Book 182 at Page 197, as amended by Amendment to Lease in Book 207 at Page 713  
Description: Township 14 South, Range 17 West  
Section 10: All that part and portion of the Southwest Quarter (SW/4) lying and situated south of the Union Pacific Railroad Company's right of way ✓  
Section 15: The Northwest Quarter (NW/4) ✓  
Ellis County, Kansas

Lessor: Raymond P. Braun and Agnes Braun, his wife  
Lessee: Adolph Beren, H. H. Beren and I. H. Beren, d/b/a Okmar Oil Company  
Lease Date: January 28, 1958  
Recorded: Book 170 at Page 68, as extended by Extension Agreement in Book 171 at Page 332, and as ratified by Ratification of Lease in Book 175 at Page 673  
Description: Township 14 South, Range 17 West  
Section 10: The South Half of the Southeast Quarter (S/2 SE/4), except 3 acres, more or less, lying north of the Union Pacific Railroad Company right of way ✓  
Ellis County, Kansas

Lessor: Illinois Royalty Corporation  
Lessee: C. M. Ashby  
Lease Date: June 8, 1944  
Recorded: Book 43 at Page 494  
Description: INSO FAR AND ONLY INSO FAR AS  
Township 14 South, Range 17 West  
Section 10: The Southeast Quarter (SE/4) ✓  
Ellis County, Kansas

When recorded, please return to:  
Berexco LLC  
2020 N. Bramblewood  
Wichita, KS 67206

ENV