KOLAR Document ID: 1401685

### KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1 July 2014 Form must be Typed Form must be Signed All blanks must be Filled

## REQUEST FOR CHANGE OF OPERATOR TRANSFER OF INJECTION OR SURFACE PIT PERMIT

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

Check Applicable Boxes:	ttea with this form.		
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:		
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:		
Gas Gathering System:	Lease Name:		
Saltwater Disposal Well - Permit No.:			
Spot Location: feet from N / S Line feet from E / W Line	SecTwp R E W Legal Description of Lease:		
Enhanced Recovery Project Permit No.:			
Entire Project: Yes No	County:		
Number of Injection Wells **			
Field Name:	Production Zone(s):		
** Side Two Must Be Completed.	Injection Zone(s):		
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling		
Past Operator's License No	Contact Person:		
Past Operator's Name & Address:	Phone:		
i asi Operator s marrie a Address.			
	Date:		
Title:	Signature:		
New Operator's License No.	Contact Person:		
New Operator's Name & Address:	Phone:		
	Oil / Gas Purchaser:		
	Date:		
Title	Signature:		
Title:	Signature.		
Acknowledgment of Transfer: The above request for transfer of injection noted, approved and duly recorded in the records of the Kansas Corporation Commission records only and does not convey any ownership interest in the	Commission. This acknowledgment of transfer pertains to Kansas Corporation		
is acknowledged as	is acknowledged as		
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pil		
Permit No.: Recommended action:	permitted by No.:		
Date:	Date:		
Authorized Signature	Authorized Signature		
DISTRICT EPR	PRODUCTION UIC		

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#### Side Two

#### Must Be Filed For All Wells

* Lease Name: .			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S	on Line	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

<sup>\*</sup> When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KOLAR Document ID: 1401685

#### Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 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: State: Zip:+			
Contact Person:	the lease heleur		
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		
Address 2:	country and in the weel estate property toy records of the country traceurer		
City: State: Zip:+	_		
the KCC with a plat showing the predicted locations of lease roads, to	thodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat d on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.		
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this c, and email address.		
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this less of the surface owner by filling out the top section of this form and the KCC, 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 C	ing fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.		
I hereby certify that the statements made herein are true and correct	t to the best of my knowledge and belief.		
Date: Signature of Operator or Agent:	Title:		

KS 274 A 2.340 - CD

THIS AGREEMENT, Entered into this the 4th day of January between John A. Snider, a single man; Box 68, Raymond, KS 67573	
J. Fred Hambright, 125 N. Market, Wichita, KS 67202	hereinafter called lessor,
ontained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby gran overeet the hereinafter described land, and with the right to unlitze this lease or any part thereof with other oil and gas to overed thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory rilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and their there gases and for constructing roads, laying pipe lines, building tanks, storing oil, building powers, stations, telephonecessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce	covenants and agreements hereinafter t, lease, and let exclusively unto the eases as to all or any part of the lands work, including core drilling and the respective constituent vapors, and all ne lines and other structures thereon as save, take care of and manufacture.
tate of substances, said tract of land with any reversionary rights therein being situated in the County of	Lane
Township 17 South, Range 29 West Sec. 4: SE4	
2. This lease shall remain in force for a term of Three (3)	
any of the products covered by this lease is or can be produced.  3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may cort of all oil produced and saved from the leasest produced.	
4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gaso (8 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8 of the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mout stillate or other gaseous substance is found, and where such gas is not sold or used lessee may pay or tender annually at om the completion of the first such gas well during which such gas is not sold or used. as in lieu royalty, whether one or lay rental provided in paragraph 5 hereof and while said in lieu royalty is so paid or tendered it will be considered undit being produced in paying quantities; the lessor to have gas free of charge from any gas well on the lessed premises for all dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole	pline or any other product as royalty the proceeds of the sale thereof at the of the well where gas, condensate, the end of each yearly period dating r more wells, an amount equal to the er all provisions of this lease that gas stoves and inside lights in the princirisk and expense.
5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the day of slease shall terminate as to both parties, unless the lessee shall on or before said date by check or draft pay or tender to the linest United  Bank at Great Bend, KS 6 its successors, which Bank and its successors are the lessor's agent and shall continue as the deposite under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals.	7530
One hundred sixty & NO/100 Dollars which shall operate as a ferring the commencement of operations for drilling for a period of one year. In like manner and upon like payment erations for drilling may further be deferred for like periods successively. All payments or tenders may be made by checared, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository by at the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said talso the lessee's option of extending that period as aforesaid and any and all other rights conferred. Not withstandissors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors,	rental and cover the privilege of ts or tenders the commencement of ck or draft of lessees or any assignee ank, and it is understood and agreed if first rental is payable as aforesaid, not the dash of the lesser or the draft of the lesser or the draft of the lesser of
6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple stals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and of title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reincreased at the next succeeding rental anniversary after written notice of such reversion by lessor to lessee, providest 30 days prior to any such rental anniversary.	undivided fee; however, in the event
7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon sor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by d land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent to the notion of this lease to remove all machinery fixtures, houses, buildings and other duding the right to draw and remove all casing, but lessee shall be under no obligation to do so.	y its operations te growing erops on
8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed the heirs, devisees, executors, administrators, successors, and assigns, but no change of division in ownership of the lar mplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the y sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded triffed copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the will of any deceased owner, whichever is appropriate, together with all original record of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original record of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original record of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original record of an administrator for the full interest claimed, and have a summer of said documents shall be binding on any direct or indirect assignee, grantee, devisee, admire	nd, rentals, or royalties, however ac- land or in the rentals or royalties or instrument of conveyance or a duly of the proceedings showing appoint- orded instruments of conveyance or and all advance payments of rentals
9. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land coverted by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that in to a part or as to parts of the above described land, and the holder or owner of any such part or parts shall make default shall not operate to defeat or affect this lease insofar as it coversee or any assignee hereof shall make due payment of said rentals.	ed by this lease may be hereafter di- the event this lease shall be assigned alt in the payment of the proportion-
O. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at it ole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands at hall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge in, any royalty or rentals accruing hereunder.	nd, in event it exercises such option a of any such mortgage, tax or other
II. If at any time prior to discovery of oil or gas on said land, lessee should drill a dry hole or holes thereon, or if afte in thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking treafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before their the expiration of three months from the date of completion of the dry hole or cessation of production. If at the expiration of produced on said land, but lessee is then engaged in drilling or reworking operations thereon, the lease shots are prosecuted, either on the same well or any other well thereafter commenced, with no cessation of more than sixtuals in the production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas.	ng operations within sixty (60) days he rental payment date next ensuing xpiration of the primary term oil or half remain in force so long as operaty (60) consecutive days, and if they
12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered there treafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals the acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue an purposes.	by, then all payments and liabilities reafter paid may be apportioned on
13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulated governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially its for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, contains thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a satituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereu in drilling thereof not being available on account of any cause, the primary term of this lesses shall continue until six not/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.	nor shall the lessee be liable in dam- orders, rules or regulations (or inter- is well hereunder by the order of any onder due to equipment necessary in
4. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered with other land covered by another lease, or leases adjoining same or in the vicinity thereof, when, in lessee's judgme in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and tracts adjoining same or in the vicinity thereof as to form a compact unit or units, and to be in a unit or units not exceeding 660 acres each in the event of a gas and/or condensate or distillate well. or into a unit or units not exceeding 660 acres each in the event of a gas and/or condensate or distillate well. for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it win is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any we seese or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsew we on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net rous is bears to the total mineral actions to be deal in the particular units avoided.	int, it is necessary or advisable to do lunder said land, such pooling to be eeding 43 acres each in the event of . Lessee shall execute in writing and a entire acreage so pooled into a unit ere included in this lease. If produc- ell is located on the land covered by where herein specified lessor shall re- syalty interest therein on an acreage
Is. This lease and all its to an all list to an all successors of said lesson. In the even drilling operations or geophysical operations on the leased premises. Leased or its assigns, agrees to its original contour as is reasonably practicable.	ations are conducte s to restore the la
WITNESS WHEREOF, we sign the day and year first above written.	0/
John A. Snider	user

TATE OF Railsas	ACV	MANUEL PROGRAMMENTO PARTY INC.	DIMINITAL AND CO.
OUNTY OF Barton		NOWLEDGMENT FOR INI	DIVIDUAL (Kans., Okla., and Colo.)
Before me, the undersigned, a Notar			
ay of January	, 19 <u>96</u> , p	ersonally appeared John	A. Snider, a single
nd	1		
me personally known to be the identical	person who avacu	ted the within and t	
inat he executed the same as IN WITNESS WHEREOF. I have he	his free and	voluntary act and deed for th	matrument and acknowledged to me
IN WITNESS WHEREOF, I have he	reunto set my hand a	and official seal the day and	year last above written.
ly commission expires &CLAU	DE HOUCHIN	_ Olana	le Soucher
Impalling III. My Appt. I	Exp. March 12, 1996	Claude Houchi	In Notary Public.
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OUNTY OF	ss. ACK	NOWLEDGMENT FOR INI	DIVIDUAL (Kans., Okla., and Colo.)
Before me, the undersigned, a Notar	y Public, within and f	or said county and state, on	this
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me personally known to be the identical	personwho execute	ed the within and foregoing	instrument and acknowledged to me
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commission expires			
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On thisday of		, A. D., 19 before	me, the undersigned a Mataur D. Lu
and for the county and state aforesaid, pe me personally known to be the identication	rsonally appeared	, volvie	, one undersigned, a Notary Public
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NOTE: When signature by mark in Ka For acknowled	nsas, said mark to be gment by mark, use	e witnessed by at least one regular Kansas acknowled	person and also acknowledged. gment.
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UNTY OF	ss. ACKN	OWLEDGMENT FOR INDI	VIDUAL (Kans., Okla., and Colo.)
Before me, the undersigned, a Notary	Public, within and fo	r said county and state, on th	nis
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ne personally known to be the identical p	ersonwho executed	the within and foregoing in	nstrument and acknowledged to ma
executed the same asIN WITNESS WHEREOF, I have here	free and vo	luntary act and deed for the	uses and purposes therein set forth
IN WITHESS WHEREUF, I have here	unto set my hand and	official seal the day and ye	ar last above written.
commission expires			
			Notary Public.



### CATLETT PETROLEUM CORPORATION OPERATING AGREEMENT

LEASE NAME (S): SNIDER

LEGAL DESCRIPTION: SE/4, SECTION 4, T17S, R29W, LANE CO., KS.

AGREEMENT DATED this <u>1st</u> day of <u>October</u>, 2012, between CATLETT PETROLEUM CORPORATION and the undersigned interest owner (s), in consideration of the mutual covenants set forth as follows:

- 1. CATLETT PETROLEUM CORPORATION, hereinafter called OPERATOR, shall operate and develop the lease referred to above, hereafter "the lease," according to the requirements of law, generally accepted trade standards and customs, and as herein specifically described.
- OPERATOR is hereby made agent and attorney-in-fact to act for the undersigned and other interest owners with respect to the development, maintenance and operation of said lease; the contracting for and payment of costs incident thereto; sale of production at the prevailing market price; the entering of unitization and pooling agreements; the drilling of additional development wells or plugging and abandonment of wells on the lease, and distribution of surplus equipment and materials as herein provided. OPERATOR shall enter upon and take charge of the lease and, as an independent contractor, using its best judgment under the circumstances, manage, control and operate it and perform any and all acts necessary for the benefit of the undersigned. Except as otherwise provided herein, after the initial well is drilled, no single capital expenditure shall be charged to the development and operation of the lease in excess of the sum of \$20,000.00 without authorization for such expenditure by a majority of the working interest owners.
- 3. This agreement is binding upon the parties, their heirs, and successors; constitutes a covenant running with the leasehold estate, and shall continue throughout the life of the lease unless modified by mutual agreement. Liability hereunder is several, not joint or collective, and each party is only responsible for operating and development costs proportionate to its share of the working interest.
- 4. OPERATOR covenants to keep the leasehold property free of the liens or encumbrances arising from operation; to obtain adequate workman's compensation, public liability and property damage insurance coverage for the lease; to prepare governmental reports as required by law; to keep proper books of accounts available to the parties at all reasonable hours; and to use its best judgment and procedures consistent with those of reasonable and prudent operators in similar circumstances. OPERATOR shall not be liable for any loss resulting from errors in judgment or loss or damages caused by defects in material purchased for use on the lease.
- 5. OPERATOR may sell surplus or salvaged equipment and material to interest owners or others for the joint account of the interest owners and may transfer materials from the lease to its warehouse or other leases at the fair market value thereof upon proper charges recorded in written transfer orders. An interest owner's proportionate share of any and all expense shall be paid within 10 days of the date of the billing statement. It is agreed that in the event any interest owner should fail, neglect or refuse to pay its or his proportionate part of such expenses and charges, then said unpaid bill or portion shall draw interest at the rate off eighteen percent (18%) per annum until paid and the OPERATOR shall have a first lien upon such interest for the amount of said unpaid bill with the right to collect and receive all of the interest owner's income from said land or lease until the said unpaid indebtedness is paid in full.
- 6. OPERATOR may drill a well or wells on the lease when required by law, or to protect the lease against drainage, or to comply with the implied covenants of the lease, to be known as protective wells. Should it become necessary to drill a protective well, and any of the interest owners do not desire to participate in the drilling and equipping of the protective well, then such party shall assign its interest in sufficient acreage surrounding the protective well according to the spacing pattern then applicable to those desiring to participate in the drilling and equipping of the protective well, and shall thereby be relieved of paying any part of the cost of drilling, equipping, or operating the protective well, such assignment to be made without warranty of title, and to be made on or before the time the protective well has reached a depth of 500 feet. Except for such protective wells, OPERATOR shall not drill any well on the lease without the

consent of the owners of a majority of the working interest in the lease, and if such consent is obtained by OPERATOR, each owner of a working interest shall be liable for the payment of its proportionate share of the cost of drilling, equipping, and operating such well to the same extent as if its consent had been obtained, and OPERATOR shall bill each owner in the manner provided in paragraph 5 hereof.

- 7. No well shall be abandoned without the consent of a majority of the owners of the working interest. Should OPERATOR desire to abandon any well and any other party does not desire to abandon such well, then such party or parties shall tender to OPERATOR as agent for the owners the fair market salvage value of the material and equipment in and on said well owned by the parties desiring to abandon said well in proportion to their interests. Upon receipt of the money, such other parties shall assign out all their interest in the lease insofar as it covers the abandoned well location.
- 8. Notices and other mailings are binding upon the party addressed if mailed to the address shown below, or any subsequent address supplied to OPERATOR in writing. No party may sell its interest without first offering it to all other parties at the same price for a period of 10 days after notice is mailed to all other parties at the address last known to OPERATOR stating the offer terms, name and address of prospective buyer.
- 9. This agreement may be executed in multiple counterparts, in which case the execution of any copy or counterpart by any party shall be binding on that party and on any party executing any other identical counterpart or copy.

Non O		
Non-Operating Working Interest Owner(s):		
Morgenstern Family Equities, LLC		
By:		
Witness:		
Todd E. Morgenstern and/or Kim L. Morgenstern		
Date:		
Witness:		
V. Michael Morgenstern		
Date:		
Witness:		
Schultz Family Partnership, LP		
By: Date:		
Witness:		

Non-Operating Working Interest Owner(s):	
Holt Bear Creek, LLC	Shields Equities, Inc.
By: Date:	By:Date:
Witness:	Witness:
Margret Hughes	Richard L. Shields Living Trust DT 7/2/09
Date:	By:
Witness:	Witness:
Jillco Properties, LLC	F. Lyon Steadman
By:	
Date:	Date:
Witness:	Witness:
Lyon Oil Company	DC and CC Limited Liability Co.
By: Date:	By: 15. (a) MENDER  Date: 10-1-12  Witness: 1N C, R CANSETT
Witness:	Witness: TN C.R. CARETT



### CATLETT PETROLEUM CORPORATION OPERATING AGREEMENT

LEASE NAME (S): SNIDER

LEGAL DESCRIPTION: SE/4, SECTION 4, T17S, R29W, LANE CO., KS.

AGREEMENT DATED this <u>1st</u> day of <u>October</u>, 2012, between CATLETT PETROLEUM CORPORATION and the undersigned interest owner (s), in consideration of the mutual covenants set forth as follows:

- 1. CATLETT PETROLEUM CORPORATION, hereinafter called OPERATOR, shall operate and develop the lease referred to above, hereafter "the lease," according to the requirements of law, generally accepted trade standards and customs, and as herein specifically described.
- OPERATOR is hereby made agent and attorney-in-fact to act for the undersigned and other interest owners with respect to the development, maintenance and operation of said lease; the contracting for and payment of costs incident thereto; sale of production at the prevailing market price; the entering of unitization and pooling agreements; the drilling of additional development wells or plugging and abandonment of wells on the lease, and distribution of surplus equipment and materials as herein provided. OPERATOR shall enter upon and take charge of the lease and, as an independent contractor, using its best judgment under the circumstances, manage, control and operate it and perform any and all acts necessary for the benefit of the undersigned. Except as otherwise provided herein, after the initial well is drilled, no single capital expenditure shall be charged to the development and operation of the lease in excess of the sum of \$20,000.00 without authorization for such expenditure by a majority of the working interest owners.
- 3. This agreement is binding upon the parties, their heirs, and successors; constitutes a covenant running with the leasehold estate, and shall continue throughout the life of the lease unless modified by mutual agreement. Liability hereunder is several, not joint or collective, and each party is only responsible for operating and development costs proportionate to its share of the working interest.
- 4. OPERATOR covenants to keep the leasehold property free of the liens or encumbrances arising from operation; to obtain adequate workman's compensation, public liability and property damage insurance coverage for the lease; to prepare governmental reports as required by law; to keep proper books of accounts available to the parties at all reasonable hours; and to use its best judgment and procedures consistent with those of reasonable and prudent operators in similar circumstances. OPERATOR shall not be liable for any loss resulting from errors in judgment or loss or damages caused by defects in material purchased for use on the lease.
- 5. OPERATOR may sell surplus or salvaged equipment and material to interest owners or others for the joint account of the interest owners and may transfer materials from the lease to its warehouse or other leases at the fair market value thereof upon proper charges recorded in written transfer orders. An interest owner's proportionate share of any and all expense shall be paid within 10 days of the date of the billing statement. It is agreed that in the event any interest owner should fail, neglect or refuse to pay its or his proportionate part of such expenses and charges, then said unpaid bill or portion shall draw interest at the rate off eighteen percent (18%) per annum until paid and the OPERATOR shall have a first lien upon such interest for the amount of said unpaid bill with the right to collect and receive all of the interest owner's income from said land or lease until the said unpaid indebtedness is paid in full.
- 6. OPERATOR may drill a well or wells on the lease when required by law, or to protect the lease against drainage, or to comply with the implied covenants of the lease, to be known as protective wells. Should it become necessary to drill a protective well, and any of the interest owners do not desire to participate in the drilling and equipping of the protective well, then such party shall assign its interest in sufficient acreage surrounding the protective well according to the spacing pattern then applicable to those desiring to participate in the drilling and equipping of the protective well, and shall thereby be relieved of paying any part of the cost of drilling, equipping, or operating the protective well, such assignment to be made without warranty of title, and to be made on or before the time the protective well has reached a depth of 500 feet. Except for such protective wells, OPERATOR shall not drill any well on the lease without the

consent of the owners of a majority of the working interest in the lease, and if such consent is obtained by OPERATOR, each owner of a working interest shall be liable for the payment of its proportionate share of the cost of drilling, equipping, and operating such well to the same extent as if its consent had been obtained, and OPERATOR shall bill each owner in the manner provided in paragraph 5 hereof.

- 7. No well shall be abandoned without the consent of a majority of the owners of the working interest. Should OPERATOR desire to abandon any well and any other party does not desire to abandon such well, then such party or parties shall tender to OPERATOR as agent for the owners the fair market salvage value of the material and equipment in and on said well owned by the parties desiring to abandon said well in proportion to their interests. Upon receipt of the money, such other parties shall assign out all their interest in the lease insofar as it covers the abandoned well location.
- 8. Notices and other mailings are binding upon the party addressed if mailed to the address shown below, or any subsequent address supplied to OPERATOR in writing. No party may sell its interest without first offering it to all other parties at the same price for a period of 10 days after notice is mailed to all other parties at the address last known to OPERATOR stating the offer terms, name and address of prospective buyer.
- 9. This agreement may be executed in multiple counterparts, in which case the execution of any copy or counterpart by any party shall be binding on that party and on any party executing any other identical counterpart or copy.

Non O		
Non-Operating Working Interest Owner(s):		
Morgenstern Family Equities, LLC		
By:		
Witness:		
Todd E. Morgenstern and/or Kim L. Morgenstern		
Date:		
Witness:		
V. Michael Morgenstern		
Date:		
Witness:		
Schultz Family Partnership, LP		
By: Date:		
Witness:		

Non-Operating Working Interest Owner(s):	
Holt Bear Creek, LLC	Shields Equities, Inc.
By: Date:	By:Date:
Witness:	Witness:
Margret Hughes	Richard L. Shields Living Trust DT 7/2/09
Date:	By:
Witness:	Witness:
Jillco Properties, LLC	F. Lyon Steadman
By:	
Date:	Date:
Witness:	Witness:
Lyon Oil Company	DC and CC Limited Liability Co.
By: Date:	By: 15. (a) MENDER  Date: 10-1-12  Witness: 1N C, R CANSETT
Witness:	Witness: TN C.R. CARETT

# CATLETT PETROLEUM CORPORATION

P. O. Box 9827 Denver, Colorado 80209 (303) 882-8696 Dbcat733@q.com

February 28, 2018

Todd Koch 4412 Stone Meadows Court Lawrence, KS 66044

Dear Mr. Koch;

Re. Snider No. 1 SE/4, Sec. 4, T17S, R29W

Catlett Petroleum has elected to turn over operatorship of subject well to H & B Petroleum Corp., effective 3-1-18. I am also enclosing partially completed form T-1 which is required to be filed with the Kansas Corporation Commission and the surface owner of the Quarter, advising of the change in operatorship.

Please call or email if any questions.

Regards,

D.B. Catlett

CC: C. R. Catlett

Mike Hammersmith