KOLAR Document ID: 1482371

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

OIL & GAS CONSE REQUEST FOR CHA TRANSFER OF INJECTION	ATION COMMISSION ERVATION DIVISION NGE OF OPERATOR OR SURFACE PIT PERMIT with the Kansas Surface Owner Notification Act,
	ted 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:	
Saltwater Disposal Well - Permit No.:	Lease Name:
Spot Location: feet from N / S Line	R E W Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	
	Production Zone(s):
Field Name:	Injection Zone(s):
Surface Pit Permit No.:	
-	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation above injection well(s) or pit permit.
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 pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT F	

Side Two

Must Be Filed For All Wells

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

A separate sheet may be attached if necessary

* 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: 1482371

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License #	Well Location:		
Name:			
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
Contact Person:			
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 county, and in the real estate property tax records of the county treasurer.		
Address 1:			
Address 2:			
City: State: Zip:+			

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: ______ Signature of Operator or Agent: ______

EXHIBIT C

ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Larry Dean Alex, a/k/a Larry D. Alex, a/k/a Larry Alex, with an address of 409 Park Street, Coon Rapids, IA 50058, hereinafter called "Assignor," for valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell convey, transfer, assign and deliver unto Dei Vitae Enterprises LLC, A North Carolina Limited Liability Company, with an address of 11600 North Community House Drive, Suite 200, Charlotte NC 28277, hereinafter called "Assignee" (whether one or more), its successors and assigns, all of Assignors right, title and interest in and to the following oil and gas lease and personal property:

(A) Assignor's leasehold interests in oil, gas, and other minerals, including working interests, carried working interests, net profits interests, rights of assignment and reassignment, and all other rights and interests in oil and gas lease described on Exhibit 1 (the "Lease"); and

(B) All overriding royalty interests except those described in Exhibit B to the Purchase and Sale Agreement between Larry Alex and Buyer and production payments; and

(C) All rights and interests in or derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements, enhanced recovery agreements, waterflood agreements, farmout and farmin agreements, options, drilling agreements, unitization, pooling and communitization agreements, oil and/or gas sales agreements, processing agreements, gas gathering and transmission agreements, gas balancing agreements, salt water disposal and injection agreements, assignments of operating rights, subleases, and any and all other agreements to the extent they pertain to the Lease; and

(D) All rights of way, easements, surface fees, surface leases, servitudes and franchises insofar as they pertain to the Lease; and

(E) All permits and licenses of any nature, owned, held, or operated by Assignor in connection with the Lease; and

(F) All producing, nonproducing, and shut in oil and gas wells, salt water disposal wells, water wells, injection wells, and all other wells on or attributable to the Lease; and

(G) All pumping units, pumps, casing, rods, tubing, wellhead equipment, separators, heater treaters, tanks, pipelines, compressors, dehydrators, gas processing equipment, gathering lines, flow lines, valves, fittings and all other surface and downhole equipment, fixtures, related inventory, gathering and treating facilities, personal property and equipment used in connection with the Lease, lands or personal property located thereupon and all other interests described above; and

(H) All personal property, to include fixtures and improvements, currently located on the Lease, and used or useable in connection with oil and gas exploration and production activities, an inventory of which is attached hereto as Exhibit 2 to this Exhibit C.

The Lease and above described interests and property are collectively referred to as the "Assigned Property."

ASSIGNMENT TERMS:

1. GENERAL WARRANTY. Assignor makes this Assignment with general warranty. Assignee accepts the Assigned Property with general warranty by Assignor that Assignor is the owner of the Assigned Property which consists of not less than 100% of the working interest of each Lease representing not less than the net revenue interest in each Lease set forth in Exhibit 1 together with an undivided 100% interest in all personal property which is part of the Assigned Property; and has good and marketable title thereto free and clear of any encumbrances of any kind. Assignor further represents and warrants that no agreements or other documents have been executed which inhibit Assignor's ability to convey good and marketable title in and to the Assigned Property to Assignee at the time and under the terms described herein. The Lease is a valid and subsisting oil and gas lease based upon the ratification of the lease by the current mineral interest owners and are not subject to any joint operating agreements, development agreements or other contracts which will be binding upon Assignee or might otherwise affect Assignee's ability to develop, operate and produce from said Lease after the effective date of this Assignment, except for those identified in the Purchase and Sale Agreement between Assignor and Assignce.

2. INDEMNITY. Assignor agrees to indemnify Assignee against any liability, claim, demand, damage, or cost arising out of failure, prior to the date of this Assignment, to fulfill the express or implied covenants created by the Lease and for any cause of action, claim, demand or liability which arose prior to the Assignor's execution of this Assignment. Assignee's indemnity rights include reasonable attorney fees and litigation costs necessary to defend any matter covered by Assignor's obligation to indemnify.

3. TRANSFER OF RIGHTS. To the extend transferable, Assignee is hereby granted the right of full substitution and subrogation in and to any and all rights and warranties which Assignor has or may have with respect to the Assigned Property conveyed herein of which Assignor has or may have against any and all preceding owners, vendors or warrantors. The Assigned Property shall include all right, title and interest which Assignor may have in and to the Lease or the real property covered thereby, including but not limited to, lease hold interests, rights of assignment or reassignment, fee interests, royaltics or overriding royaltics, contractual rights, regulatory authorities and permits or licenses, easements and rights-of-way.

4. FURTHER ASSURANCES. The parties agree to execute, acknowledge and deliver such other and further instruments or documents, and to take such other and further actions as may be reasonably necessary to carry out the provisions of this Assignment.

5. EFFECTIVE DATE. This Conveyance shall be effective as of October 2 2017, at 8:00 a.m., central standard time.

6. NO WARRANTIES AS TO PRODUCTION AND RESERVES. Assignor makes no warranties or representations to Assignee as to production and reserves on the Lease being assigned hereunder.

P008

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, its successors, personal representatives, administrators, executors and assigns forever.

By: Larry Dean Alex, a/k/a Larry D. Alex, a/k/a Larry Alex

Assignor

Dei Vitae Enterprises LLC A North Carolina Limited Liability Company By Assignee

2011R1335 DELIA HESTON, REGISTER OF DEEDS JEFFERSON COUNTY, KS RECORDED ON 06/08/2011 10:22:09AM REC FEE: 8.00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the <u>8th</u> day of <u>June</u>, 2011 by and between <u>Larry D. Alex</u>, <u>409) Rank St., Coon</u> <u>Rapids, Iowa, 50058</u>, hereinafter called Lessor and <u>Larry Alex</u>, <u>P.O. Box 311 McLouth, KS. 66054</u>, hereinafter called lessee.

Lessor, in consideration of <u>one dollar and o.v.c.</u> Cash in hand, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grant, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting drilling and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids and into subsurface strata, laying pipe lines, storing, building power stations phone lines, and other structures and their respective constituent products and other products manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described together with any reversionary rights and after-acquired interest, therein situate in the County of Jefferson, State of Kansas, described as follows, to-wit:

Lot (1) of the NEfr/4 of Sec. 5, T10S, R20E, Delaware Trust Land, AND the NE/4 South of the Delaware Reserve Line of Sec. 5, T10S, R20E Jefferson Co. KS. EXCEPT any part lying in a tract described as the East 8.16 acres of NEfr/4 of Sec 5, T10S, R20E, lying North and South of the Delaware Reserve Line.

In Section _______ Township ______ Range ______, containing ______ acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of <u>5</u> years from this date (called the primary term) and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth $(1-8^{th})$ part of all oil and produced and saved from the leased premises.

To pay lessor for gas of whatsoever nature or kind produced and sold or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1-8) at the market price at the well.

Is said lessor own less interest in the above described land than 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 operation thereon. Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

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 finding on the lessee unto after the lessee has been furnished with 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 to the assignment.

IN WITNESS WHEREOF, the undersign executed this instrument as of the day and year first above written.

Larry D. Alex

STATE OF KANSAS COUNTY OF JEFFERSON ACKNOWLEDGMENT FOR INDIVIDUAL

The foregoing instrument was acknowledged before me this 8th day of June , 2011, by Larry D. Alex

seal Herbert Edmor NOTARY/P My commission expires State of Kanaga My appt expires: 12-12-19

Lellert

Notary Public

Jefferson County Register of Deeds

Document # 2011R1335

Page 1 of 1

2011R1335 DELIA HESTON, REGISTER OF DEEDS JEFFERSON COUNTY, KS RECORDED ON 06/08/2011 10:22:09AM REC FEE: 8.00

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Lessor, in consideration of <u>one dollar and o.v.c.</u> Cash in hand, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grant, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting drilling and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids and into subsurface strata, laying pipe lines, storing, building power stations phone lines, and other structures and things thereon to produce, save, take care of, treat manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described together with any reversionary rights and after-acquired interest, therein situate in the County of Jefferson, State of Kansas, described as follows, to-wit:

Lot (1) of the NEfr/4 of Sec. 5, T10S, R20E, Delaware Trust Land, AND the NE\4 South of the Delaware Reserve Line of Sec. 5, T10S, R20E Jefferson Co. KS. EXCEPT any part lying in a tract described as the East 8.16 acres of NEfr/4 of Sec 5, T10S, R20E, lying North and South of the Delaware Reserve Line.

In Section 5, Township 10, Range 20E, containing 81 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of 5 years from this date (called the primary term) and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth $(1-8^{th})$ part of all oil and produced and saved from the leased premises.

To pay lessor for gas of whatsoever nature or kind produced and sold or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1-8) at the market price at the well.

Is said lessor own less interest in the above described land than 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 operation thereon.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

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 finding on the lessee unto after the lessee has been furnished with 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 to the assignment.

IN WITNESS WHEREOF, the undersign executed this instrument as of the day and year first above written.

Erry D.

STATE OF KANSAS COUNTY OF JEFFERSON ACKNOWLEDGMENT FOR INDIVIDUAL

The foregoing instrument was acknowledged before me this <u>8th</u> day of <u>June</u>, 2011, by <u>Larry D. Alex</u>

seal Herbert Edmon NOTARY/PE My commission expires State of Kanaga appt expine: /2

Steeleet

Notary Public

BOOK 525 PAGE 38

VEFFERSON CO. KS. 38 FILED FOR SECORD VOL 52512 38

SEP 15 | 04 PM '00

Delia, Heston

.00

REGISTER OF DEEDS

Recpt. # 3152cov # 9344Pursuant to K.S.A. 79-1437s(a-) no Real Estate Validation Questionnaire is required

Entered in Transfer Record in my office this 15th day of <u>Menutin Record</u> 199 Record Andre Mikletter for the COUNTY CLERK

. . . .

GENERAL WARRANTY DEED

This 18th day of November , 1999

JOHN D. BOWER and MARY BOWER, husband and wife

CONVEY AND WARRANT

TO

LARRY D. ALEX, a married person

All the following described REAL ESTATE in the County of Jefferson and the State of Kansas, to-wit:

Lot One (1) of the Northeast Fractional Quarter (NEfr 1/4) of Section Five (5) Delaware Trust Lands AND The Northeast Fractional Quarter South of the Delaware Reserve Line of Section 5, Delaware Reserve Lands Township Ten (10) South, Range Twenty (20) East of the 6th P.M., Jefferson County, Kansas, EXCEPT any part lying in a tract described as the East 8.16 acres of the Northeast fractional $\frac{1}{4}$ of Section 5, lying both North and South of the Delaware Reserve Line.

Consideration: One Dollar and other good and valuable consideration

EXCEPT AND SUBJECT TO: Any reservations, restrictions, easements or rights of way of record.

Jahn Bower	mary Bouver,
JOHN D. BOWER	MARY HOWER

STATE OF KANSAS, COUNTY OF JEFFERSON, SS:

BE IT REMEMBERED That on this 16th day of Normber, 1999, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN D. BOWER and MARY BOWER, husband and wife , who are personally known to me to be the same persons who executed the above deed, and duly acknowledged the execution of the same.

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

Juno

Notary Public

My Commission Expires: <u>4-9-0</u> CN: 6154

HOTARY PUBLIC - State of a const TERRY L BURRIS My Appl. Exp. FEE

VEFFERSON CO. KS. 35 FILED FOR SECORD VOL 5251: 38

SEP 15 1 04 PM '00 Delia Hestor

REGISTER OF DEEDS

Recpt. # 3152. cov # 9344 Pursuant to R.S.A. 79-14378(a-) no Real Estate Validation Questionnaire is required

Entered in Transfer Record in my office this <u>fith</u> day of <u>Menal in the</u> 199 Acted

gian Misuttaci i .. COUNTY CLERK

GENERAL WARRANTY DEED

This 18th day of Novembe , 1999

JOHN D. BOWER and MARY BOWER, husband and wife

CONVEY AND WARRANT TO

LARRY D. ALEX, a married person

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Consideration: One Dollar and other good and valuable consideration

EXCEPT AND SUBJECT TO: Any reservations, restrictions, easements or rights of way of record.

D. BOWER

MARY HOWER

STATE OF RANSAS, COUNTY OF JEFFERSON, SSI

CN: 6154

BE IT REMEMBERED That on this 16th day of <u>Normber</u>, 1999, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN D. BOWER and MARY BOWER, husband and wife , who are personally known to me to be the same persons who executed the above deed, and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written. 18th day of

Ø Juno 4-9-0 Notary Public My Commission Expires: HUTARY PUBLIC - Stats of A

Document # 200003353

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