

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:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. _____ E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____ . Recommended action: _____

Date: _____
Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____ .

Date: _____
Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

| Well No. | API No. (YR DRDL/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 | _____ | _____ |
| _____ | _____ | 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 | _____ | _____ |
| _____ | _____ | 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 | _____ | _____ |

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.

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: _____

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:

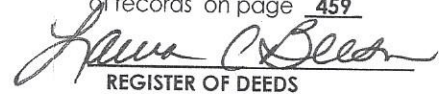
- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this 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 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: _____ Title: _____

This instrument was filed for
record this 5 day of May,
2020 at 1:50 o'clock PM and
duly recorded in book 186
of records on page 459


REGISTER OF DEEDS

ASSIGNMENT

STATE OF OKLAHOMA

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TULSA

THAT, subject to the terms, reservations and conditions hereinafter set forth, **SM OIL AND GAS, INC.**, an Oklahoma corporation and **ATLANTIS OIL & GAS, LLC**, an Oklahoma limited liability company (hereinafter referred collectively as "Assignor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN unto LITTLE CHIEF ENERGY CORPORATION, an Oklahoma corporation, as operator and for the benefit of CEG Realty, LLC, a Kansas limited liability company ("Assignee"), whose address is P.O. Box 1355, Bartlesville, Oklahoma 74005, all of Assignor's right, title and interest in and to the following (hereinafter referred to as the "Interests"):

(a) The undivided working interests ("WI") and associated net revenue interest ("N.R.I.") described in Exhibit "A" hereto, in and to the entire estates created by the leases, licenses, permits and other agreements described in Exhibit "A" (the "Leases") insofar as the Leases cover and relate to the lands described in Exhibit "A" (the "Lands"), together with (i) all rights, privileges, benefits and powers conferred upon the holder of the Leases with respect to the use and occupation of the surface of the Lands that may be necessary, convenient or incidental to the possession and enjoyment of the Leases, (ii) all rights in respect of any pooled or unitized acreage located in whole or in part within the Lands by virtue of the Leases, including rights to production from the pool or unit allocated to any Lease being a part thereof, regardless of whether such production is from the Lands, (iii) all rights, options, titles and interests of Assignor granting Assignor the right to obtain, or otherwise earn interests within the Lands no matter how earned, and (iv) all tenements, hereditaments and appurtenances belonging to any of the foregoing;

(b) Identical undivided working interests in and to all of the oil and gas wells, saltwater disposal wells and injection wells (the "Wells") and all of the personal property, fixtures and improvements now or as of the Effective Time (as defined below) on the Lands, appurtenant thereto or used in connection therewith or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto and all other appurtenances thereunto belonging;

(c) The contracts and contractual rights, obligations and interests, including all farmout agreements, farming agreements, drilling contracts, operating agreements, sales contracts, saltwater disposal agreements, division orders and transfer orders and other contracts or agreements covering or affecting any or all of the Leases and/or Lands; and

(d) The easements, licenses, authorizations, permits and similar rights and interests applicable to the ownership or operation of the Wells.

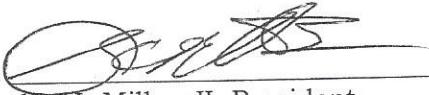
This instrument is made expressly pursuant to that certain Purchase and Sale Agreement dated effective May 1, 2020, by and between Assignor and Assignee (the "Purchase and Sale Agreement"), the terms and provisions of which are incorporated herein by reference, which terms and provisions specifically include the Assignee's assumption of Assignor's plugging and abandonment obligations with respect to the Wells. Notwithstanding the incorporation of the terms and provisions of the Purchase and Sale Agreement, no present or future interest in the Interests, Leases, Lands, wells or equipment is reserved, retained or excepted in favor of the Assignor, the entire estate therein to vest in the Assignee.

TO HAVE AND TO HOLD the Interests described, together with all the rights and appurtenances lawfully accompanying it, by the Assignee and the Assignee's successors and assigns forever. Assignor binds itself and successors and assigns to warrant and forever defend the Interests against every person lawfully claiming or to claim all or any part of the Interests by, through, or under the Assignor but not otherwise.

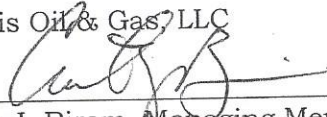
This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all terms, provisions and reservations contained in this Assignment shall be deemed as covenants running with the land.

EXECUTED this 1st day of May, 2020, and EFFECTIVE as of 12:01 o'clock a.m., on May 1, 2020 (the "Effective Time").

SM Oil & Gas, Inc.

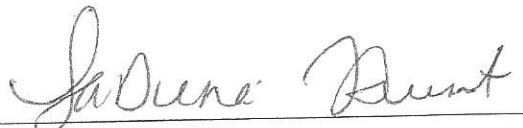
By: 
Stanley J. Miller, II, President

Atlantis Oil & Gas, LLC

By: 
Curtis J. Biram, Managing Member

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

This instrument was signed and acknowledged before me on this 1st day of May, 2020, by Stanley J. Miller, II, President of SM Oil & Gas, Inc.


NOTARY PUBLIC



STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

This instrument was signed and acknowledged before me on this 1st day of May, 2020, by Curtis J. Biram, Managing Member of Atlantis Oil & Gas, LLC.



LaDiena Hunt

NOTARY PUBLIC

**SM Oil & Gas, Inc – Little Chief
Exhibit "A"**

The Leases, Lands and Interests

Chautauqua County Leases:

KS 101. Webb Lease

101.1

LESSOR: Carmalete Waldo Webb
LESSEE: C. W. Staats and Edna M. Staats
DATE: September 5, 1957
RECORDED: Book 23 of Leases, Page 178
PROPERTY: NW/4 NE/4 of Section 28-T33S-R10E, Chautauqua County, Kansas
WI ASSIGNED: 100%
NRI ASSIGNED: .87500000

101.2

LESSOR: Carmalete Waldo Webb and Harry C. Webb
LESSEE: A. R. Call and C. A. Graham
DATE: March 29, 1954
RECORDED: Book 16 of Leases, Page 571
PROPERTY: W/2 SW/4 of Section 21 and W/2 NW/4 of Section 28, all in T33S-R10E,
Chautauqua County, Kansas
WI ASSIGNED: 100%
NRI ASSIGNED: .87500000

101.3

LESSOR: Carmalete Waldo Webb
LESSEE: Earl Saxon
DATE: July 29, 1955
RECORDED: Book 16 of Leases, Page 579
PROPERTY: E/2 SW/4 of Section 21 and E/2 NW/4 of Section 28, all in T33S-R10E,
Chautauqua County, Kansas
WI ASSIGNED: 100%
NRI ASSIGNED: .87500000

KS 102. McCall Lease (Justin)

LESSOR: Floyd McCall and Ethel McCall
LESSEE: W. H. Burden
DATE: June 18, 1952
RECORDED: Book 13 of Leases, Page 136
PROPERTY: N/2 SW/4 Section 17-T33S-R10E of the 6th P.M., Chautauqua County, Kansas,
containing 80 acres more or less.
WI ASSIGNED: 100%
NRI ASSIGNED: .86132800

KS 103. Goode A Lease

LESSOR: Claudie Goode and Hazel Goode
LESSEE: W. H. Burden
DATE: February 5, 1952
RECORDED: Book 13 of Leases, Page 137
PROPERTY: S/2 NW/4, Section 17-T33S-R10E of the 6th P.M., Chautauqua County, Kansas
containing 80 acres.
WI ASSIGNED: 100%
NRI ASSIGNED: .86132800

KS 104. Goode B Lease

LESSOR: Billy M. Goode and Lauren N. Goode, husband and wife
LESSEE: SM Oil & Gas, Inc.
DATE: September 29, 2016
RECORDED: Book 177 of Records, Page 223
PROPERTY: SE/4, Section 17-T33S-R10E, Chautauqua County, Kansas, less and except
Commencing at the SW/Corner of the SE/4, Section 17, thence East 458 feet,
thence North 120 feet, thence West 458 feet, thence South 120 feet to POB.
WI ASSIGNED: 100%
NRI ASSIGNED: .8125

KS 105. Keith Lease

LESSOR: Carolee Keith and Kenneth Keith
LESSEE: Deering J. Marshall
DATE: November 10, 1954
RECORDED: Book 19, Page 311
PROPERTY: SE/4, Section 20-T33S-R10E, Chautauqua County, Kansas
containing 160 acres
WI ASSIGNED: 100%
NRI ASSIGNED: .82031250

KS 106. J. A. Smith Lease

LESSOR: J. A. Smith and Arah M. Smith
LESSEE: B. W. Taggart
DATE: June 25, 1952
RECORDED: Book 16 of Leases, Page 124
PROPERTY: S/2 SW/4 Section 17 and NW/4 NW/4 Section 20-T33S-R10E of the 6th P.M.
Chautauqua County, Kansas, containing 120 acres, more or less.
WI ASSIGNED: 100%
NRI ASSIGNED: .87500000

KS 107. W. W. Smith Lease

LESSOR: W. W. Smith
LESSEE: Roscoe Mendenhall
DATE: October 28, 1953
RECORDED: Book 16 of Leases, Page 382
PROPERTY: E/2 NW/4, SW/4 NW/4, N/2 SW/4 Section 20-T33S-R10E of the 6th P.M.
containing 200 acres, Chautauqua County, Kansas.
WI ASSIGNED: 100%
NRI ASSIGNED: .87500000

KS 108. Call Lease (Fossil)

LESSOR: Call Land/Oil, LLC
LESSEE: SM Oil & Gas, Inc.
DATE: February 8, 2018
RECORDED: Book 181 of Records, Page 654
PROPERTY: S/2 SW/4 of Section 20 and NE/4 of Section 29 all in T33S-R10E, Chautauqua
County, Kansas
WI ASSIGNED: 100%
NRI ASSIGNED: .87500000

KS 109. Lampson Lease

LESSOR: B and M Lampson Family Trust
LESSEE: J. Fred Hambright, Inc.
DATE: October 28, 2010
RECORDED: Book 151, Page 676
PROPERTY: All of Section 23-T32S-Range 9E, Chautauqua County, Kansas
WI ASSIGNED: 100%
NRI ASSIGNED: .80000

KS 110. Trust Lease

LESSOR: S. Miller Family Trust
LESSEE: SM Oil & Gas, Inc.
DATE: April 1, 2017
RECORDED: Book 179, Page 540
PROPERTY: N/2 NW/4 of Section 17-T33S-R10E, Chautauqua County, Kansas
WI ASSIGNED: 100%
NRI ASSIGNED: .7500

KS 111. Haden Ranch Lease

LESSOR: Joel M. Haden Individually and as Attorney-In-Fact for Dorothy A. Haden
LESSEE: J. Fred Hambright, Inc.
DATE: October 19, 2010
RECORDED: Book 153 of Records, Page 747
PROPERTY: S/2 Section 6-T-33S-R9E, Chautauqua County, Kansas
WI ASSIGNED: 100%
NRI ASSIGNED: .80000

KS 112. Underwood Lease (Moore)

LESSOR: Donald W. and Brenda D. Underwood
LESSEE: Nemaha Oil & Gas, LLC
DATE: June 5, 2012
RECORDED: Book 160 of Records, Page 310
PROPERTY: S/2 NE/4; S/2 Less NW/4 NW/4 SW/4 Section 8-T33S-R10E, containing 390
Acres, more or less, Chautauqua County, Kansas
WI ASSIGNED: 100%
NRI ASSIGNED: .8750000

KS 113. Wells Lease

LESSOR: Frances J. Wells and Ivan L. Wells
LESSEE: J. Fred Hambright, Inc.
DATE: September 29, 2010
RECORDED: Book 151 of Records, Page 148
PROPERTY: NE/4 Section 18-T33S-R10E
WI ASSIGNED: 100%
NRI ASSIGNED: .87500000

KS 114. Fulsom Series of Leases – Exhibit A & B

LESSOR: Paul J. Fulsom, Inc., et al
LESSEE: Peak Resources, LLC
DATE: October 14, 2010
RECORDED: Book 150, Page 750
PROPERTY: 8059.7 acres described in Exhibit A to Correction of Lease Description
Dated December 6, 2010, copy attached hereto
WI ASSIGNED: 100%
NRI ASSIGNED: Subject to Subsequent ORRI

KS 115. Fulsom (McCall) Lease

LESSOR: Paul J. Fulsom, Inc., et al
LESSEE: Peak Resources, LLC
DATE: October 14, 2010
RECORDED: Book 150, Page 750
PROPERTY: All of Section 16-T33S-R10E, minus N/2 of the NW/4, Chautauqua County, KS
WI ASSIGNED: 100%
NRI ASSIGNED: .87500000

KS 116. Fulsom A Lease

LESSOR: Paul J. Fulsom, Inc.
LESSEE: Edward L. Broyles
DATE: March 1, 1983
RECORDED: Book 55 of Leases, Page 131
PROPERTY: S/2 of Section 9 and the S/2 of the N/2 of Section 9, all in T33S-R10E,
Chautauqua County, Kansas
WI ASSIGNED: 100%
NRI ASSIGNED: .7812500

KS 117. Fulsom B (Eggen) Lease

LESSOR: Fulsom Family, LLC
LESSEE: McCann Drilling, Inc.
DATE: October 25, 2014
RECORDED: Book 171 of Records, Page 107
PROPERTY: NE/4 of Section 17-T33S-R10E, Chautauqua County, Kansas
WI ASSIGNED: 100%
NRI ASSIGNED: .8437500* (*See Below)

KS 118. Fulsom C Lease

LESSOR: Fulsom Family, LLC
LESSEE: McCann Drilling, Inc.
DATE: October 25, 2014
RECORDED: Book 171 of Records, Page 111
PROPERTY: N/2 of the NW/4 of Section 16-T33S-R10E, Chautauqua County, Kansas
WI ASSIGNED: 100%
NRI ASSIGNED: .8437500* (*See Below)
*Fulsom B and Fulsom C subject to Addendum to Oil and Gas Leases granting authority for unitization, and providing for an additional 1/16 ORRI in the event of unitization.

KS 119. Fulsom Ranch West Lease

LESSOR: Paul J. Fulsom Inc., et al
LESSEE: Peak Resources, LLC
DATE: October 14, 2010
RECORDED: Book 150, Page 750
PROPERTY: All of Section 7-T33S-R9E, less and except the west 61.29 acres of the NW/4, Chautauqua County, Kansas
WI ASSIGNED: 100%
NRI ASSIGNED: .80054184

McPherson County Leases:

KS 120. Kaegi A Lease

LESSOR: David Kaegi
DATE: February 22, 1927
RECORDED: Book O, Page 39
PROPERTY: E/2 NE/4 of Section 20-T19S-R1W, containing 80 acres more or less
WI ASSIGNED: 100%
NRI ASSIGNED: .7500000

KS 121. Kaegi B Lease

LESSOR: David Kaegi, et al
DATE: February 22, 1927
RECORDED: Book O, Page 39
PROPERTY: W/2 NE/4 of Section 20-T19S-R1W, containing 80 acres more or less
WI ASSIGNED: 100%
NRI ASSIGNED: .8750000

KS 122. Shaw Lease

LESSOR: Laura D. Shaw
DATE: June 11, 1926
RECORDED: Book L, Page 228
PROPERTY: SW/4 of Section 21-T19S-R1W
WI ASSIGNED: 100%
NRI ASSIGNED: .8125000

KS 123. Wiles A Lease

LESSOR: August Anderson, et al
DATE: February 16, 1926
RECORDED: Book K, Page 441
PROPERTY: NE/4 of Section 25-T19S-R2W
WI ASSIGNED: 100%
NRI ASSIGNED: .8750000

123.1 - Wiles B Lease

LESSOR: George A. Lewis
DATE: March 2, 1926
RECORDED: Book 28 Page 423

123.2 - Wiles C Lease

LESSOR: Anne M. Wiles, et vir
DATE: February 15, 1926
RECORDED: Book I Page 383

123.3 - Wiles Yard

Consists of approximately 6.5 acres with several buildings
***All collectively known as the Wiles Lease**

KS 124. Coons EOR

LESSOR: Mattie E. Coons, et al
DATE: July 19, 1928
RECORDED: Book S of Records, Page 201
PROPERTY: E/2 SW/4
WI ASSIGNED: 100%
NRI ASSIGNED: N/A

(Standby saltwater disposal well for Kaegi A & B, Shaw, Wiles & McGill leases. Yearly \$1,000 ownership fee required.)

KS 125. Decker SWD

LESSOR:

DATE:

RECORDED:

PROPERTY: W/2 SW/4

WI ASSIGNED: 100%

NRI ASSIGNED: N/A

(Main saltwater disposal for Kaegi A & B, Shaw, Wiles & McGill leases. Yearly \$1,950 ownership fee required.)

Reno County Lease:

KS 126. Welch B Lease

LESSOR: G. H. Welch, et al

LESSOR: Courtney B. Davis

DATE: July 27, 1928

RECORDED: Book 13, Page 52

PROPERTY: NE/4 SE/4 & W/2 SE/4 of Section 4-T24S-R4W Reno County, Kansas

WI ASSIGNED: 100%

NRI ASSIGNED: .8080682

STATE OF KANSAS }
Chautauqua County } ss \$20.00 ✓
This instrument was filed for
record this 8 day of Dec.
2010 at 9:55 o'clock AM and
duly recorded in book 152
of records on page 189

CORRECTION OF LEASE DESCRIPTION

Laura C. Beason
REGISTER OF DEEDS
Melody Rodriguez Deputy

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Peak Resources, L.L.C., hereinafter referred to as "Lessee", is the present owner of all rights, title and interest under that certain Oil and Gas Lease dated October, 14, 2010, by and between Paul J. Fulsom, Inc., Paul J. Fulsom, individually, Fulsom Family, LLC, the Frankie I. Fulsom Revocable Trust dated 9/20/88, Frankie I. Fulsom, Trustee, Paul J. and Frankie Fulsom, Paul J. Fulsom Trust dated 9/20/88, Paul J. Fulsom, Trustee, as Lessor, and Peak Resources, L.L.C., as Lessee, and recorded in Book 150, at Page 150, Chautauqua County, Kansas and in Book 863, Page 240, Cowley County, Kansas, covering certain land situated in said Counties and State, as more particularly described in said Lease, reference to said lease and to the record thereof being made for all purposes;

AND WHEREAS, it is the desire of both Lessor and Lessee to reform said Lease so as to amend the description of the land intended to be included in said Lease;

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (whether one or more), as Lessor, hereby agrees with Lessee that said Lease shall be, and the same is hereby reformed and amended so that the land covered and to be covered thereby is described in Exhibit "A", attached hereto and made a part hereof for all purposes, it being the intent and purpose of the Lessor to include in such Lease all of the lands owned by said Lessor within or which adjoin the lands described in said Exhibit "A".

Lessor hereby in all things adopts, ratifies and confirms said Lease as the same is hereby amended, and hereby grants, demises, leases and lets all of the acreage described in Exhibit "A" and referred to unto Lessee subject to and under the terms and provisions of said Lease; and does further covenant and agree that said lease shall be held to cover all of the right, title and interest of the Lessor in and to said lands with the same force and effect as if the Lessor had joined in the execution thereof and that said Lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date hereof.

The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives, and assigns of the parties hereto.

EXECUTED this 6th day of December, 2010.

LESSOR:

FULSOM FAMILY, LLC

PAUL J. FULSOM, INC.

By: Paul J. Fulsom
Paul J. Fulsom

By: Paul J. Fulsom
Paul J. Fulsom

Title: member

Title: President

Paul J. Fulsom
Paul J. Fulsom, individually and as Trustee of Paul J. Fulsom Trust dated 9/20/88, aka as the Paul J. Fulsom Living Trust dated 9/20/88

Frankie I. Fulsom, Trustee
Frankie I. Fulsom, individually and as Trustee of the Frankie I. Fulsom Revocable Trust dated 9/20/88, aka the Frankie I. Fulsom Living Trust dated 9/20/88

LESSEE:

PEAK RESOURCES, L.L.C.

By: John W. Campbell
John W. Campbell
Title: Partner

Rest of Lease recorded in Book 162 of records pg 129. Filed Nov 7, 2012
Rest of Lease recorded in Book 162 of records pg 183. Filed Nov 19, 2012
Laura C. Beason RFD by Melody Rodriguez Deputy

OK of Record recorded in Book 162 of records, pg 340. Filed July 5, 2012
Laura C. Beason RFD by Melody Rodriguez Deputy
Declarations of Non-Residence recorded in Book 162 of records, pg 341. Filed July 5, 2012
Laura C. Beason RFD by Melody Rodriguez Deputy
Rest of Lease recorded in Book 162 of records pg 722. Filed Aug 1, 2012
Laura C. Beason RFD by Melody Rodriguez Deputy

EXHIBIT "A"

Attached to and made a part of
Correction of Lease Description

dated December 6, 2010, by and between
Fulsom Family, L.L.C., Paul J. Fulsom, Inc., Paul J. Fulsom, individually and as Trustee of the Paul J.
Fulsom Trust dated 9/20/88, aka the Paul J. Fulsom Living Trust dated 9/20/88, Frankie I. Fulsom,
individually and as Trustee of the Frankie I. Fulsom Revocable Trust dated 9/20/88, aka the Frankie I.
Fulsom Living Trust dated 9/20/88, as Lessor, and Peak Resources, L.L.C., as Lessee

- ✓ 1. The NE/4 of the NE/4 of Section 23, Township 33 South, Range 8 East
- ✓ 2. The E/2 of Section 14, Township 33 South, Range 8 East
- ✓ 3. The N/2 and SW/4 of Section 13, Township 33 South, Range 8 East
- ✓ 4. The E/2 of the SW/4 of Section 12, Township 33 South, Range 8 East
- ✓ 5. The SE/4 Section 11, Township 33 South, Range 8 East
6. The SW/4 of Section 4, Township 33 South, Range 8 East
7. The SE/4 and Lot 19 and Lot 34 of Section 6, Township 33 South, Range 8 East
8. The N/2 of the NE/4 and Lot 1 of Section 7, Township 33 South, Range 8 East
9. The NW/4 of the NW/4 of Section 9, Township 33 South, Range 8 East
- ✓ 10. The NE/4 and the north 1,690.4 feet of the NW/4 of Section 18, Township 33 South, Range 9 East
- ✓ 11. The SE/4 of Section 12, Township 33 South, Range 8 East
- ✓ 12. All of Section 24, Township 33 South, Range 9 East
- ✓ 13. The N/2 of Section 25, Township 33 South, Range 9 East
- ✓ 14. The SW/4 and all that part of the N/2 of the SE/4 lying west of Middle Caney River of Section 10,
Township 33 South, Range 10 East, containing 199.5 acres, more or less
- ✓ 15. All of Section 15, Township 33 South, Range 10 East
- ✓ 16. All of Section 16, Township 33 South, Range 10 East, less and except the N/2 of the NW/4
- ✓ 17. The N/2 of the N/2 of Section 25, Township 33 South, Range 8 East
- ✓ 18. The N/2 of the NW/4, the SW/4, the S/2 of the NE/4, the N/2 of the SE/4, the S/2 of the NW/4, except
that part lying north and west of the center line of the Big Caney River, the excepted tract containing
11 acres, more or less, all in Section 24, Township 33 South, Range 8 East
- ✓ 19. The NE/4 of Section 26, Township 33 South, Range 8 East
- ✓ 20. The S/2 of Section 26, Township 32 South, Range 8 East
- ✓ 21. The SW/4 and the S/2 of the NW/4 of Section 3, Township 34 South, Range 8 East
- ✓ 22. The south 50 acres of the W/2 of the NW/4 and a tract of land 80 rods long, east and west, by 40 rods
wide, north and south, off the north end of the W/2 of the NW/4, lying and situated immediately south
of and adjoining the right of way of the Missouri-Pacific Railway and containing 20 acres, more or
less, all in Section 14, Township 34 South, Range 8 East
- ✓ 23. The SW/4 of Section 5, Township 34 South, Range 9 East
- ✓ 24. The S/2 of Section 32, Township 33 South, Range 9 East
25. The NW/4 of Section 5, Township 34 South, Range 9 East
26. Lot 1 and the SE/4 of the NE/4, the NE/4 of the SE/4, and the S/2 of the S/2, all in Section 5,
Township 33 South, Range 8 East
27. The E/2, Lot 3, the NE/4 of the SW/4, and the E/2 of the NW/4, all in Section 18, Township 31 South,
Range 6 East
28. The NE/4 of Section 33, Township 33 South, Range 8 East
- ✓ 29. All of Section 7, Township 33 South, Range 9 East, less and except the west 61.29 acres of the NW/4
- ✓ 30. The S/2 of the SE/4 of Section 10, Township 33 South, Range 10 East
Containing 8,059.7 acres more or less.

STATE OF KANSAS }
Chautauqua County } ss \$20.00
This instrument was filed for
record this 8 day of Dec.
2010 at 9:55 o'clock AM and
duly recorded in book 152
of records on page 189

CORRECTION OF LEASE DESCRIPTION

Lana C. Beason
REGISTER OF DEEDS
Melody Redding Deputy

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Peak Resources, L.L.C., hereinafter referred to as "Lessee", is the present owner of all rights, title and interest under that certain Oil and Gas Lease dated October, 14, 2010, by and between Paul J. Fulsom, Inc., Paul J. Fulsom, individually, Fulsom Family, LLC, the Frankie I. Fulsom Revocable Trust dated 9/20/88, Frankie I. Fulsom, Trustee, Paul J. and Frankie Fulsom, Paul J. Fulsom Trust dated 9/20/88, Paul J. Fulsom, Trustee, as Lessor, and Peak Resources, L.L.C., as Lessee, and recorded in Book 150, at Page 150, Chautauqua County, Kansas and in Book 963, Page 240, Cowley County, Kansas, covering certain land situated in said Counties and State, as more particularly described in said Lease, reference to said lease and to the record thereof being made for all purposes;

AND WHEREAS, it is the desire of both Lessor and Lessee to reform said Lease so as to amend the description of the land intended to be included in said Lease;

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (whether one or more), as Lessor, hereby agrees with Lessee that said Lease shall be, and the same is hereby reformed and amended so that the land covered and to be covered thereby is described in Exhibit "A", attached hereto and made a part hereof for all purposes, it being the intent and purpose of the Lessor to include in such Lease all of the lands owned by said Lessor within or which adjoin the lands described in said Exhibit "A".

Lessor hereby in all things adopts, ratifies and confirms said Lease as the same is hereby amended, and hereby grants, demises, leases and lets all of the acreage described in Exhibit "A" and referred to unto Lessee subject to and under the terms and provisions of said Lease; and does further covenant and agree that said lease shall be held to cover all of the right, title and interest of the Lessor in and to said lands with the same force and effect as if the Lessor had joined in the execution thereof and that said Lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date hereof.

The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives, and assigns of the parties hereto.

EXECUTED this 6th day of December, 2010.

LESSOR:

FULSOM FAMILY, LLC

PAUL J. FULSOM, INC.

By: *Paul J. Fulsom*
Paul J. Fulsom

By: *Paul J. Fulsom*
Paul J. Fulsom

Title: *member*

Title: *President*

Paul J. Fulsom
Paul J. Fulsom, individually and as Trustee of Paul J. Fulsom Trust dated 9/20/88, aka as the Paul J. Fulsom Living Trust dated 9/20/88

Frankie I. Fulsom Trustee
Frankie I. Fulsom, individually and as Trustee of the Frankie I. Fulsom Revocable Trust dated 9/20/88, aka the Frankie I. Fulsom Living Trust dated 9/20/88

LESSEE:

PEAK RESOURCES, L.L.C.

By: *John W. Campbell*
John W. Campbell
John W. Campbell
Title: *John W. Campbell*

Rest of Lease recorded in BK 162 of records pg 129. Filed Nov 7, 2012 by Lana C. Beason RD by Melody Redding Deputy

OK of Prod recorded in BK 162 of records, pg 396. Filed July 5, 2012 by Lana C. Beason RD by Melody Redding Deputy

Declaration of Voluntary unitization recorded in BK 162 of records, pg 341. Filed July 5, 2012 by Lana C. Beason RD by Melody Redding Deputy

Rest of Lease recorded in BK 162 of records pg 722. Filed Aug 1, 2012 by Melody Redding Deputy

EXHIBIT "A"

Attached to and made a part of
Correction of Lease Description

dated December 6, 2010, by and between
Fulsom Family, L.L.C., Paul J. Fulsom, Inc., Paul J. Fulsom, individually and as Trustee of the Paul J.
Fulsom Trust dated 9/20/88, aka the Paul J. Fulsom Living Trust dated 9/20/88, Frankie I. Fulsom,
individually and as Trustee of the Frankie I. Fulsom Revocable Trust dated 9/20/88, aka the Frankie I.
Fulsom Living Trust dated 9/20/88, as Lessor, and Peak Resources, L.L.C., as Lessee

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- ✓ 4. The E/2 of the SW/4 of Section 12, Township 33 South, Range 8 East —
- ✓ 5. The SE/4 Section 11, Township 33 South, Range 8 East
6. The SW/4 of Section 4, Township 33 South, Range 8 East
7. The SE/4 and Lot 19 and Lot 34 of Section 6, Township 33 South, Range 8 East
8. The N/2 of the NE/4 and Lot 1 of Section 7, Township 33 South, Range 8 East
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that part lying north and west of the center line of the Big Caney River, the excepted tract containing
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wide, north and south, off the north end of the W/2 of the NW/4, lying and situated immediately south
of and adjoining the right of way of the Missouri-Pacific Railway and containing 20 acres, more or
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26. Lot 1 and the SE/4 of the NE/4, the NE/4 of the SE/4, and the S/2 of the S/2, all in Section 5,
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27. The E/2, Lot 3, the NE/4 of the SW/4, and the E/2 of the NW/4, all in Section 18, Township 31 South,
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