Instructions

A. Please type or print using black or blue ink.
B. Form must be signed by former operator and new operator.
C. Signatories must be listed on their company's Form 1006B.
D. Fill in the complete legal description below.
E. Direct questions to Well Records (405) 521-2271.

OKLAHOMA CORPORATION COMMISSION
Oil & Gas Conservation Division
Post Office Box 52000
Oklahoma City, OK 73152-2000

Transfer of Operator
Single Oil or Gas Well
OAC 165:10-1-15

This form must be filed with the OCC within 30 days of transfer of the well.

Form 1073
Rev. 2017

FEE: $25.00
OAC 165:5-3-1(b)(1)(N)
(SEE BACK PAGE FOR PAYMENT INFORMATION)

DO NOT WRITE INSIDE THIS BOX

Case: 00000000 Cashier: SO
Payor: WEINS OIL & GAS LLC
7568 $25.00
58 WELL TRANSFER
Check
Date: 05/02/2017 Time: 1:47 PM
OKLA CORP COMM
RECEIPT 1709330044

API No 037 28745			OTC Prod. Unit No. 069951		
Surface Location	Sec. 17	Twp 16N	Rge. 10E	SE 1/4 SW 1/4 NW 1/4 NE 1/4	
Ft FSL of Qtr Sec 1460		Ft FWL of Qtr Sec 460		County Creek	
Current Well Name/Number	Shilo #2				
Original Well Name/Number					
Unit Name (if applicable)					

Well Class: ☐ OIL ☒ GAS ☐ DRY
Specify a well status: (see back page)
☐ ND ☐ SP ☒ AC ☐ TA ☐ TM

Use this form to transfer single oil or gas wells only. Use Form 1073MW to transfer 10 or more wells.

Producing formation(s)

The effective date of transfer of this well, for the purposes of Commission records, is the date that the transfer is approved by the Commission.

CURRENT OPERATOR

OCC/OTC No. 21664

Name
Address
City | State | Zip
Phone No. | FAX No./E-mail

I verify that I am the legal operator of record with authority to transfer operatorship of this well, that the facts presented herein are true and correct, and that I have completed this form as required by the above instructions.

(Signatory must be listed on company's Form 1006B Operator's Agreement)

Signature

Name & Title (Typed or Printed)

Signed and sworn to before me this _____ day of _____, _____

Notary Public

My commission expires:

NEW OPERATOR

5/12 msg JM

OCC/OTC No. 21286

Name: Horton L. weins
Address: P.O. BOX 571117
City: Tulsa | State: Ok. | Zip: 74157
Phone No.: 918-694-0016 | FAX No./E-mail

Being the new operator, as of the effective date of transfer, I accept the facts presented as being true and correct and accept the operational responsibility for the well on the described property.

(Signatory must be listed on company's Form 1006B Operator's Agreement)

Horton L. weins

Signature

Horton L. weins opt.

Name & Title (Typed or Printed)

Signed and sworn to before me this 26 day of April, 2017.

Ashley Bitter

Notary Public

My commission expires: 1-30-18

ASHLEY BITTER NOTARY PUBLIC STATE OF OKLAHOMA COMMISSION # 14000914

I verify under oath that I have exercised due diligence in attempting to locate the current operator of record according to OCC records, who has abandoned the listed well/lease and cannot be located to obtain signature. I have attached a certified copy of the recorded lease or assignment, or certified copies of a journal entry of judgment or bankruptcy proceeding pursuant to OAC 165:10-1-15(b).

Horton L. weins

Signature

Signed and sworn to before me this 26 day of April, 2017.

Ashley Bitter

Notary Public

My commission expires: 1-30-18

ASHLEY BITTER NOTARY PUBLIC STATE OF OKLAHOMA COMMISSION # 14000914

FOR OCC USE ONLY

	Surety	Approved Date
Well Records Review:	MAY 12 2017 WELL RECORDS APPROVED	MAY 12 2017 WELL RECORDS APPROVED

By processing this Form 1073, the Oklahoma Corporation Commission has approved the contents thereof as to form only. The Oklahoma Corporation Commission does not warrant that the facts provided by the operator are true.

Transfer is not effective until approved by the Well Records Department.

I-2014-018237 Bk 0940 Pg 278
10/17/2014 1:42 pm Pg 278-279
Fee: $ 15.00 Doc: $ 0.00
Jennifer Mortazavi - Creek County Clerk
State of Oklahoma

1008 SOS

FORM 88-390 - (Prod. Pooling) (Oklahoma) (640 Shut-In) (Paid-up) (Revised 1963) SD-NFG-BI. F

Mailing Address _____

OIL AND GAS LEASE
(PAID UP)

AGREEMENT, Made and entered into this 8th day of April 2014

by and between **Thomas R Herman**
22450 S 337th West Avenue
Bristow, OK 74010, party of the first part, hereinafter called lessor (whether one or more),

and Weins Oil & Gas, LLC Kellyville, OK 74039 part y of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ****Ten and More**** DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casing-head gas and helium and all other constituents), and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of **Creek** State of Oklahoma, described as follows, to-wit:

N/2 NE/4

of Section 17, Township 16N, Range 10E, and containing 80.00 acres, more or less.

It is agreed that this lease shall remain in force for a term of 3 years year from date (herein called primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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

1 st. To deliver to the credit of lessor free of cost, in the pipeline to which it may connect its wells, the 3/16 part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2 nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, 3/16 of the gross proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom, but in no event more than 3/16 of the actual amount received by the lessee, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3 rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial Gas, 3/16 of the gross proceeds, at the mouth of the well, received by lessee for the gas during the time such gas shall be used, said payments to be made monthly.

If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres, provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the lessor only in the proportion which his 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 its operations thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

STATE OF OKLAHOMA, COUNTY OF CREEK
I, JENNIFER MORTAZAVI, County Clerk of Creek County, State of Oklahoma, do hereby certify that the foregoing instrument is a true and correct copy of the instrument herein set out as the same appears of record in this office in Book 940 Page 278

Witness my hand and seal at Sapulpa, Oklahoma this 26 day of April 2014
Jennifer Mortazavi, County Clerk
By _____ Deputy

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

IN TESTIMONY WHEREOF, we sign this the 2nd day of April 2014.

x Thomas R Herman

Thomas R Herman

SSN [redacted]

SHERRIE E. SMITH NOTARY PUBLIC Commission #00005888 IN AND FOR STATE OF OKLAHOMA

Lessor

STATE OF Oklahoma)
) SS *(Individual Acknowledgment)*
County of Creek)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of October, 2014, personally appeared Thomas R. Herman to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

My commission expires: 5-10-2016
Commission No.: 00005888

Notary Public

STATE OF _____)
) SS *(Corporation Acknowledgment)*
County of _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2014, personally appeared _____ to me known to be the identical person ___ who subscribed the name of the maker thereof to the within and foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires: _____
Commission No.: _____

Notary Public

CERTIFICATE OF TRUE COPY
STATE OF OKLAHOMA, COUNTY OF CREEK ss
I, JENNIFER MORTAZAVI, County Clerk of Creek County, State of Oklahoma, do hereby certify that the foregoing instrument is a true and correct copy of the instrument herein set out as the same appears of record in this office in Book 940 Page 279

Witness my hand and seal at Sapulpa, Oklahoma this 26 day Of April 2017 Jennifer Mortazavi, County Clerk

By _____ Deputy

COUNTY CLERK CREEK COUNTY OKLA.

I-2014-018237 Bk 0940 Pg 279
10/17/2014 1:42 pm Pg 278-279
Fee: $ 15.00 Doc: $ 0.00
Jennifer Mortazavi - Creek County Clerk
State of Oklahoma

I-2014-007216 Bk 0907 Pg 214
05/27/2014 8:59 am Pg 0214-0215
Fee: $ 15.00 Doc: $ 0.00
Jennifer Mortazavi - Creek County Clerk
State of Oklahoma

1000
500

FORM 88-390 - (Prod. Pooling) (Oklahoma) (640 Shut-In) (Paid-up) (Revised 1963) SD-NFG-Bl. Ro

Mailing Address _____

OIL AND GAS LEASE
(PAID UP)

AGREEMENT, Made and entered into this 8th day of April 2014

by and between **Linda Kay Herman**
420 N Ash
Bristow, OK 74010, party of the first part, hereinafter called lessor (whether one or more),

and Weins Oil & Gas, LLC Kellyville, OK 74039 part y of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ****Ten and More**** DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casing-head gas and helium and all other constituents), and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of **Creek** State of Oklahoma, described as follows, to-wit:

N/2 NE/4

of Section **17**, Township **16N**, Range **10E**, and containing **80.00** acres, more or less.

It is agreed that this lease shall remain in force for a term of 3 years year from date (herein called primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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

1 st. To deliver to the credit of lessor free of cost, in the pipeline to which it may connect its wells, the 3/16 part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2 nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, 3/16 of the gross proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom, but in no event more than 3/16 of the actual amount received by the lessee, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3 rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial Gas, 3/16 of the gross proceeds, at the mouth of the well, received by lessee for the gas during the time such gas shall be used, said payments to be made monthly.

If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres, provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the lessor only in the proportion which his 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 its operations thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

Return to:
H. L. GASTON, III
P.O. Box 212

CERTIFICATE OF TRUE COPY
STATE OF OKLAHOMA, COUNTY OF CREEK ss
I, JENNIFER MORTAZAVI, County Clerk of Creek County, State of Oklahoma, do hereby certify that the foregoing instrument is a true and correct copy of the instrument herein set out as the same appears of record in this office in Book 907 Page 214

Witness my hand and seal at Sapulpa, Oklahoma this 26 day of May 2014
Jennifer Mortazavi, County Clerk
By _____ Deputy

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

IN TESTIMONY WHEREOF, we sign this the 2nd 8th day of April May 2014.

X Linda Kay Herman

Linda Kay Herman

SSN# [redacted]

Lessor

STATE OF Okla)
) SS *(Individual Acknowledgment)*
County of Creek)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of May, 2014, personally appeared Linda Kay Herman to me known to be the identical person ___ who executed the within and foregoing instrument, and acknowledged to me that She executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

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

SHARON VANGORDOL NOTARY PUBLIC #05001568 EXP. 02-11-17 STATE OF OKLAHOMA

My commission expires: 2-11-17
Commission No.: 05001568

Notary Public

STATE OF _____)
) SS *(Corporation Acknowledgment)*
County of _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2014, personally appeared _____ to me known to be the identical person ___ who subscribed the name of the maker thereof to the within and foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires: _____
Commission No.: _____

Notary Public

I-2014-007216 Bk 0907 Pg 215
05/27/2014 8:59 amPg 0214-0215
Fee: $ 15.00 Doc: $ 0.00
Jennifer Mortazavi - Creek County Clerk
State of Oklahoma

CERTIFICATE OF TRUE COPY
STATE OF OKLAHOMA, COUNTY OF CREEK ss
I, JENNIFER MORTAZAVI, County Clerk of Creek County, State of Oklahoma, do hereby certify that the foregoing instrument is a true and correct copy of the instrument herein set out as the same appears of record in this office in Book 907 Page 215

Witness my hand and seal at Sapulpa, Oklahoma this 26 day Of April 20 15 Jennifer Mortazavi, County Clerk

By _____ Deputy

1000
500

17th FORM 88-390 - (Prod. Pooling) (Oklahoma) (640 Shut-In) (Paid-up) (Revised 1963) SD-NFG-BI

Mailing Address _____

I-2014-007215 Bk 0907 Pg 212
05/27/2014 8:58 amPg 0212-0213
Fee: $ 15.00 Doc: $ 0.00
Jennifer Mortazavi - Creek County Clerk
State of Oklahoma

OIL AND GAS LEASE
(PAID UP)

AGREEMENT, Made and entered into this 30th day of April 2014

by and between **Sue Ann Thompson, Trustee of The Larry R Thompson and Sue Ann Thompson Revocable Trust, dated 2-3-7 11113 Country Club NE ALBUQUERQUE, NM 87111**, party of the first part, hereinafter called lessor (whether one or more),

and Weins Oil & Gas, LLC Box 427 Kellyville, OK 74039 part y of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ****Ten and More**** DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casing-head gas and helium and all other constituents), and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of **CREEK** State of Oklahoma, described as follows, to-wit:

N/2 NE/4

of Section **17**, Township **16N**, Range **10E**, and containing **80.00** acres, more or less.

It is agreed that this lease shall remain in force for a term of Three (3) years From date (herein called primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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

1 st. To deliver to the credit of lessor free of cost, in the pipeline to which it may connect its wells, the 3/16 part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2 nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, 3/16 of the gross proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom, but in no event more than 3/16 of the actual amount received by the lessee, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3 rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial Gas, 3/16 of the gross proceeds, at the mouth of the well, received by lessee for the gas during the time such gas shall be used, said payments to be made monthly.

If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres, provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the lessor only in the proportion which his 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 its operations thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

Return to:
H. L. GASTON, III
P.O. Box 212

CERTIFICATE OF TRUE COPY
STATE OF OKLAHOMA, COUNTY OF CREEK ss
I, JENNIFER MORTAZAVI, County Clerk of Creek County, State of Oklahoma, do hereby certify that the foregoing instrument is a true and correct copy of the instrument herein set out as the same appears of record in this office in Book 907 Page 212

Witness my hand and seal at Sapulpa, Oklahoma this ____ day Of April 2014 Jennifer Mortazavi, County Clerk

By _____ Deputy

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

IN TESTIMONY WHEREOF, we sign this the 30th day of April, 2014.

x Sue Ann Thompson, TTEE

Sue Ann Thompson, Trustee

Trust ID#

Lessor

CAROLISA ROBERTS NOTARY #00019039 EXP. 11/14/16 PUBLIC STATE OF OKLAHOMA

STATE OF Oklahoma)
) SS
County of Okmulgee)

(Individual Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30 day of April, 2014, personally appeared Sue Ann Thompson to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

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

My commission expires: 11-14-16
Commission No.:

Carolisa Roberts
Notary Public

STATE OF)
) SS
County of)

(Corporation Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day of, 2014, personally appeared to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its , and acknowledged to me that executed the same as free and voluntary act and deed, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires:
Commission No.:

Notary Public

I-2014-007215 Bk 0907 Pg 213
05/27/2014 8:58 amPg 0212-0213
Fee: $ 15.00 Doc: $ 0.00
Jennifer Mortazavi - Creek County Clerk
State of Oklahoma

CREEK COUNTY CLERK CREEK COUNTY OKLA

CERTIFICATE OF TRUE COPY
STATE OF OKLAHOMA, COUNTY OF CREEK ss
I, JENNIFER MORTAZAVI, County Clerk of Creek County, State of Oklahoma, do hereby certify that the foregoing instrument is a true and correct copy of the instrument herein set out as the same appears of record in this office in Book 907 Page 213

Witness my hand and seal at Sapulpa, Oklahoma this 26 day Of April 20 17 Jennifer Mortazavi, County Clerk

By Deputy

10
5

I-2014-006523 Bk 0905 Pg 170
05/13/2014 11:13 am Pg 0170-0171
Fee: $ 15.00 Doc: $ 0.00
Jennifer Mortazavi - Creek County Clerk
State of Oklahoma

FORM 88-390 - (Prod. Pooling) (Oklahoma) (640 Shut-In) (Paid-up) (Revised 1963) SD-NFG-BI. Roy

Mailing Address _____

OIL AND GAS LEASE
(PAID UP)

AGREEMENT, Made and entered into this 8th day of April 2014

by and between **Benny T Herman**
40775 W 231st Street South
Bristow, OK 74010, party of the first part, hereinafter called lessor (whether one or more),

and Weins Oil & Gas, LLC Kellyville, OK 74039 part y of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ****Ten and More**** DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casing-head gas and helium and all other constituents), and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of **Creek** State of Oklahoma, described as follows, to-wit:

N/2 NE/4

of Section **17**, Township **16N**, Range **10E**, and containing **80.00** acres, more or less.

It is agreed that this lease shall remain in force for a term of 3 years year from date (herein called primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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

1 st. To deliver to the credit of lessor free of cost, in the pipeline to which it may connect its wells, the 3/16 part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2 nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, 3/16 of the gross proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom, but in no event more than 3/16 of the actual amount received by the lessee, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3 rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial Gas, 3/16 of the gross proceeds, at the mouth of the well, received by lessee for the gas during the time such gas shall be used, said payments to be made monthly.

If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres, provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the lessor only in the proportion which his 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 its operations thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

STATE OF OKLAHOMA, COUNTY OF CREEK ss
I, JENNIFER MORTAZAVI, County Clerk of Creek County, State of Oklahoma, do hereby certify that the foregoing instrument is a true and correct copy of the instrument herein set out as the same appears of record in this office in Book 905 Page 170

Witness my hand and seal at Sapulpa, Oklahoma this 13 day of May 20 14
Jennifer Mortazavi, County Clerk
By _____ Deputy

Return to:
H. L. GASTON, III
P.O. Box 218

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

IN TESTIMONY WHEREOF, we sign this the 2nd day of April 2014.

x Benny T Herman
Benny T Herman
SSN# 448-58-0662

Lessor

STATE OF Oklahoma)
) SS *(Individual Acknowledgment)*
County of Creek)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 5th day of May, 2014, personally appeared Benny T. Herman to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

ARLA J. ADAIR NOTARY PUBLIC Commission #11007346 IN AND FOR STATE OF OKLA.

My commission expires: 8-11-15
Commission No.: 11007346

Arla J Adair
Notary Public

STATE OF _____)
) SS *(Corporation Acknowledgment)*
County of _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2014, personally appeared _____ to me known to be the identical person ___ who subscribed the name of the maker thereof to the within and foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires: _____
Commission No.: _____

_____
Notary Public

I-2014-006523 Bk 0905 Pg 171
05/13/201411:13 amPg 0170-0171
Fee: $ 15.00 Doc: $ 0.00
Jennifer Mortazavi - Creek County Clerk
State of Oklahoma

CERTIFICATE OF TRUE COPY
STATE OF OKLAHOMA, COUNTY OF CREEK ss
I, JENNIFER MORTAZAVI, County Clerk of Creek County, State of Oklahoma, do hereby certify that the foregoing instrument is a true and correct copy of the instrument herein set out as the same appears of record in this office in Book 905 Page 171

Witness my hand and seal at Sapulpa, Oklahoma this 26 day Of April 20 14 Jennifer Mortazavi, County Clerk

By _____ Deputy

10 S

I-2014-006149 Bk 0903 Pg 875
05/06/2014 10:41 am Pg 0875-0876
Fee: $ 15.00 Doc: $ 0.00
Jennifer Mortazavi - Creek County Clerk
State of Oklahoma

FORM 88-390 - (Prod. Pooling) (Oklahoma) (640 Shut-In) (Paid-up) (Revised 1963) SD-NFG-Bl. Royalt

Mailing Address _____

OIL AND GAS LEASE
(PAID UP)

AGREEMENT, Made and entered into this 8th day of April 2014

by and between **Donna D Barnett**

7001 Wolfin, Apt 1068

Amarillo, TX 79106, party of the first part, hereinafter called lessor (whether one or more),

and Weins Oil & Gas, LLC Kellyville, OK 74039 part y of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ****Ten and More**** DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casing-head gas and helium and all other constituents), and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of **Creek** State of Oklahoma, described as follows, to-wit:

N/2 NE/4

of Section **17**, Township **16N**, Range **10E**, and containing **80.00** acres, more or less.

It is agreed that this lease shall remain in force for a term of 3 years year from date (herein called primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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

1 st. To deliver to the credit of lessor free of cost, in the pipeline to which it may connect its wells, the 3/16 part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2 nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, 3/16 of the gross proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom, but in no event more than 3/16 of the actual amount received by the lessee, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acie retained hereunder, such payment or tender to made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3 rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial Gas, 3/16 of the gross proceeds, at the mouth of the well, received by lessee for the gas during the time such gas shall be used, said payments to be made monthly.

If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres, provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the lessor only in the proportion which his 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 its operations thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

Return to:
H. L. GASTON, III
P.O. Box 212

STATE OF OKLAHOMA, COUNTY OF CREEK
I, JENNIFER MORTAZAVI, County Clerk of Creek County, State of Oklahoma, do hereby certify that the foregoing instrument is a true and correct copy of the instrument herein set out as the same appears of record in this office in Book 903 Page 875

Witness my hand and seal at Sapulpa, Oklahoma this 6th day of May 2014
Jennifer Mortazavi, County Clerk
By _____ Deputy

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

IN TESTIMONY WHEREOF, we sign this the 2nd 25 day of April 2014.

x Donna D. Barnett

Donna D Barnett

SSN# 453-90-5948

Lessor

STATE OF TEXAS)
) SS *(Individual Acknowledgment)*
County of POTTER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of APRIL, 2014, personally appeared

DONNA D BARNETT

to me known to be the identical person ___ who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes therein set forth.

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

My commission expires: 7-9-17
Commission No.: 01239290

Elouise Goodell
ELOUISE GOODELL
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/09/2017
Notary Public

STATE OF _____)
) SS *(Corporation Acknowledgment)*
County of _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2014, personally appeared

_____

to me known to be the identical person ___ who subscribed the name of the maker thereof to the within and foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires: _____
Commission No.: _____
Notary Public

I-2014-006149 Bk 0903 Pg 876
05/06/2014 10:41 amPg 0875-0876
Fee: $ 15.00 Doc: $ 0.00
Jennifer Mortazavi - Creek County Clerk
State of Oklahoma

CERTIFICATE OF TRUE COPY
STATE OF OKLAHOMA, COUNTY OF CREEK ss
I, JENNIFER MORTAZAVI, County Clerk of Creek County, State of Oklahoma, do hereby certify that the foregoing instrument is a true and correct copy of the instrument herein set out as the same appears of record in this office in Book 903 Page 876

Witness my hand and seal at Sapulpa, Oklahoma this 2nd day Of April 20 14 Jennifer Mortazavi, County Clerk

By _____ Deputy

12

I-2014-006148 Bk 0903 Pg 873
05/06/2014 10:39 am Pg 0873-0874
Fee: $ 15.00 Doc: $ 0.00
Jennifer Mortazavi - Creek County Clerk
State of Oklahoma

FORM 88-390 - (Prod. Pooling) (Oklahoma) (640 Shut-In) (Paid-up) (Revised 1963) SD-NFG-BI. Royalt

Mailing Address _____

OIL AND GAS LEASE
(PAID UP)

AGREEMENT, Made and entered into this 8th day of April 2014

by and between **Jetta Jean Morris**
2713 James Luis
Amarillo, TX 79110, party of the first part, hereinafter called lessor (whether one or more),

and Weins Oil & Gas, LLC Kellyville, OK 74039 part y of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ****Ten and More**** DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casing-head gas and helium and all other constituents), and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of **Creek** State of Oklahoma, described as follows, to-wit:

N/2 NE/4

of Section **17**, Township **16N**, Range **10E**, and containing **80.00** acres, more or less.

It is agreed that this lease shall remain in force for a term of 3 years year from date (herein called primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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

1 st. To deliver to the credit of lessor free of cost, in the pipeline to which it may connect its wells, the 3/16 part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2 nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, 3/16 of the gross proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom, but in no event more than 3/16 of the actual amount received by the lessee, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3 rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial Gas, 3/16 of the gross proceeds, at the mouth of the well, received by lessee for the gas during the time such gas shall be used, said payments to be made monthly.

If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres, provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the lessor only in the proportion which his 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 its operations thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

Return to:
H. L. GASTON, III
P.O. Box 212

STATE OF OKLAHOMA, COUNTY OF CREEK ss
I, JENNIFER MORTAZAVI, County Clerk of Creek County, State of Oklahoma, do hereby certify that the foregoing instrument is a true and correct copy of the instrument herein set out as the same appears of record in this office in Book 903 Page 873

Witness my hand and seal at Sapulpa, Oklahoma this 6 day of May 2014
Jennifer Mortazavi, County Clerk
By _____ Deputy

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

IN TESTIMONY WHEREOF, we sign this the ~~2nd~~ 25 day of April 2014.

X Jetta Jean Morris

Jetta Jean Morris

SSN#

~~467~~ 453 90 5947

Lessor

STATE OF Texas)
) SS
County of Randall)

LORI CANFIELD
Individual Acknowledgment
NOTARY PUBLIC,
STATE OF TEXAS
My Commission Expires 10-03-2017

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25 day of April, 2014, personally appeared

Jetta Morris

to me known to be the identical person ___ who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes therein set forth.

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

My commission expires: 10-3-2017
Commission No.: 12958439-6

Lori Canfield
Notary Public

STATE OF _____)
) SS
County of _____)

(Corporation Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2014, personally appeared

_____

_____ to me known to be the identical person ___ who subscribed the name of the maker thereof to the within and foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires: _____
Commission No.: _____

_____
Notary Public

CERTIFICATE OF TRUE COPY
STATE OF OKLAHOMA, COUNTY OF CREEK ss
I, JENNIFER MORTAZAVI, County Clerk of Creek County, State of Oklahoma, do hereby certify that the foregoing instrument is a true and correct copy of the instrument herein set out as the same appears of record in this office in
Book 903 Page 874
Witness my hand and seal at Sapulpa, Oklahoma this 26 day
Of April 2014 Jennifer Mortazavi, County Clerk
By _____ Deputy

I-2014-006148 Bk 0903 Pg 874
05/06/2014 10:39 am Pg 0873-0874
Fee: $ 15.00 Doc: $ 0.00
Jennifer Mortazavi - Creek County Clerk
State of Oklahoma