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. 2016

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

API No.	35-033-01060			OTC Prod. Unit No.			
Surface Location	Sec. 28	Twp. 1S	Rge. 10W	1/4 SE	1/4 NE	1/4 NE	1/4
Ft FSL of Qtr Sec	1650	Ft FWL of Qtr Sec	2310	County	Cotton		
Current Well Name/Number	Sheppard A						
Original Well Name/Number	Sheppard A						
Unit Name (if applicable)							

DO NOT WRITE INSIDE THIS BOX

OKLA CORP COMM
RECEIPT 1811260062
Date: 05/04/2018 Time: 11:34
Case: 0000000000 Cashier: BSV
Payor: OKLAHOMA PRIME ENERGY LLC
Check: 1327 $25.00
58 WELL TRANSFER-OPER

Well Class: [x] OIL [ ] GAS [ ] DRY

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

Specify a well status: (see back page)
[ ] ND [ ] SP [x] AC [ ] TA [ ] TM

Producing formation(s): Penn Sand

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 5-8-18 Email RJ

OCC/OTC No. 20638

Name: Charles Gilmore
Address: Route 3, Box 137-A
City: Walters State: OK Zip: 73572
Phone No.: 580-875-3414 FAX No./E-mail: 580-353-4513

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)

* Re-leased

Signature

lease attached

Name & Title (Typed or Printed)

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

Notary Public

My commission expires: _____

NEW OPERATOR 5-8-18 Email RJ

OCC/OTC No. 23208

Name: OKLAHOMA PRIME ENERGY, LLC
Address: 301 W. Main, Suite 430
City: ARDMORE State: OK Zip: 73401
Phone No.: 580-226-2373 FAX No./E-mail: paul@oklahomaprime.com

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)

Signature

CRAIG E. WATKINS, MANAGER/MEMBER

Name & Title (Typed or Printed)

Signed and sworn to before me this 1st day of May, 2018.

Glenda Mays

Notary Public

My commission expires: 10-15-18

GLENDA MAYS NOTARY PUBLIC # 14009324 EXP. 10/15/18 FOR ST. OF OKLA. LOVER COUNTY

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 proceedings pursuant to OAC 165:10-1-15(b).

Signature

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

Notary Public

My commission expires: _____

FOR OCC USE ONLY

	Surety	Approved Date
Well Records Review:	MAY 08 2018 WELL RECORDS APPROVED	MAY 08 2018 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.

00123

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 9th day of March ,2018

by and between Ronnie and/or Leona Whitehead
1110 Heather Drive
Walters, OK 73572

Roy Whitehead
177095 N 2640 Road
Walters, OK. 73572

Party of the first part, hereinafter called lessor, (whether one or more)

and Oklahoma Prime Energy, LLC, 301 W. Main, Ste 430, Ardmore, OK 73401 party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of TEN AND MORE ($10.00) 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, 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, coal 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 Cotton, State of Oklahoma, described as follows, to wit:

SW/4 NE/4 and SE/4 NE/4 and NE/4 NE/4

of Section 28 Township 1S Range 10W , and containing 120.00 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:

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

2nd. 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, 3/16th 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 3/16th of the actual amount received by the lessee, said payments to be made monthly.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casinghead gasoline or dry commercial gas, 3/16th 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 lease 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 therein 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 hereon, except water from wells of lessor and farm ponds 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 and pasture fields 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.

Lessee shall remove production water through injection into existing disposal well on property or removing water to another permitted location.

If the estate of either part 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.

Ronnie Whitehead
Leona Whitehead

Roy Whitehead

STATE OF OKLAHOMA

00123

COUNTY OF COTTON

(ACKNOWLEDGMENT FOR INDIVIDUAL)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of March, 2018, personally appeared Ronnie Fleer; Whitehead and Kay Whitehead personally known to me to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their 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 first above written.

Notary Public

SHERRY WAMPLER NOTARY PUBLIC #05003587 EXP. 04/13/2021 STATE OF OKLAHOMA

My Commission Expires: 04-13-2021

My Commission Number: 05003587

STATE OF OKLAHOMA

(ACKNOWLEDGMENT FOR INDIVIDUAL)

COUNTY OF COTTON

Before me, the undersigned, a Notary Public, in and for said County and State, on this ___ day of _____, 2018, personally appeared _____ personally known to me to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their 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 first above written.

Notary Public

My Commission Expires: _____

My Commission Number: _____

Romonda James

From: Romonda James
Sent: Tuesday, May 08, 2018 8:05 AM
To: 'CRAIG@OKLAHOMAPRIME.COM'
Subject: Well Transfers

To Whom It May Concern,

We have approved the transfer of the wells listed to OKLAHOMA PRIME ENERGY, LLC. (23208).

35-033-01060	Sheppard A	28-01S-10W
35-033-01061	Sheppard No. 1	28-01S-10W
35-033-01062	Sheppard B	28-01S-10W

Images of the approved forms will be available online in the next few days

Sincerely,
Romonda James
Administrative Assistant
Oklahoma Corporation Commission
Well Records Section
Phone: 405.521.2248
r.james@occemail.com
Oklahoma Corporation Commission