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RECEIVED
Kansas Corporation Commission
/s/ Lynn M. Retz
KANSAS CORPORATION COMMISSION

October 18, 2017

OCT 20 2017

CONSERVATION DIVISION
WICHITA, KS

To: KCC-Conservation Division
130 S. Market-Room 2078
Wichita, Kansas 67202

From: Judith L. Wells
3317 W. 68th Street
Mission Hills, KS 66208

Subject: Petition to Protest an application for a hydraulic fracturing (fracking) well on the Thrasher Lease on the SW quarter of section 25, township 13S, range 20E published in the Lawrence Journal-World on October 9, 2017

Petition:

I am the manager of Wells Partners LP and received a notice as a surface owner adjacent to the Thrasher lease. The application is for an injection well by Midstates Energy Operating LL, permit number E-31, 965, API number 15-045-22254-00-00. Wells Partners LP owns the NW quarter of section 25, township 13S, range 20E.

My immediate issue is the shoddy map submitted with this application that shows the location of the Thrasher lease as the western 2/3's of our property (the NW quarter of Section 25) including an strip of our eastern third of the section plus the eastern one third of the section west of our section and located on the west side of 1057 (1900 Road). We own our mineral rights. We do not have any leases on our property. The application merely shows Section 25, as does the published notice.

I am enclosing a proper map (A.1.) that I obtained from the Douglas County Register of Deeds outlining the correct boundaries of the Thrasher lease on the correct SW and SE quarters of section 25 and a copy of the incorrect Midstates Energy Operating application showing the lease on our property. The white loop of 1100 Road is marked by an arrow on both maps for register.

Do not show our property on this application map. Do not show just section 25 on the body of the application or the posted legal notice as if the operator has mineral rights to the entire section. That is false.

If the map submitted with this application was used by KCC to certify Midstates Energy Operating as an operator it needs to be corrected immediately. This application also needs to be corrected immediately and resubmitted correctly with correct copies sent to neighboring surface owners.

Not only is the Thrasher lease designated on much of the NW quarter and a completely different quarter to the west, the configuration is incorrect. The Thrasher lease as shown on the wrong quarter usurps the entirety of the SW

quarter of Section 25. Four homeowners occupy the northwest quarter of the SW quarter. Further, the strip of the land properly in the SE quarter section of begins at the northern property line and is not inset. Shown starting inset from the northern property line, the south end of the strip encroaches on property that was never part of this lease.

I am also enclosing copies of deeds I obtained from the Douglas County Recorder of Deeds office:

- B. The original oil and gas lease for the Thrasher lease in 2014 giving the correct boundaries for the lease.
- C. The assignment of the Thrasher lease to Midstates Energy Investment V in 2016.
- D. The deed for the sale of the northwest quarter of the SW quarter of township 13S, range 20E to the Westerhouses in 2000.
- E. The deed for the sale of most of the SE quarter of Section 25 to joint tenants in 1995.

These are the documents that demonstrate the proper boundaries of the Thrasher lease.

Further, I am enclosing copies of the envelope (F) I received this material in, which I might have mistaken for junk mail based on its appearance. I called the Louisburg Post Office, but they could not tell me who owns box 716 due to postal laws, so I have no idea who sent this letter.

I enclose a copy of this enclosure letter (G), which I describe as misinformation to say the least. The brief letter, on letterhead misspelling Ft. Myers as "Ft. Meyer" FL, states "We are required to provide you this information under the Kansas Surface Owner Notification Act. The enclosed are merely for your records and no action is required on your part." True, I do not have to object, but this material is not "merely for my records".

Only when I peruse the application do I find in tiny letters at the bottom of the Affidavit of Notice Served the right to protest the application. This material states that protests must be filed within 30 days of the publication notice of the application.

I enclose a copy of the notice published in the Lawrence Journal-World (H) stating any person who wishes to object or protest must do so in writing within 15 days of publication. Which is it? Do KCC internal requirements have a discrepancy, or does this published notice willfully chop 15 days off the appeals period?

I have objections to the environmental impact of this application on a lease that drains into tributaries to the Wakarusa River, but I hasten to get this to you in the odd event that I have to beat a 15 day deadline.

I consider the application not only incorrect but incomplete. The schematic side view of the shafts being drilled for fracking shows 4 shafts of 7" diameter for injection at a maximum injection pressure of 400 psig. . The application blandly states maximum injection would be 100 bbls a day. Does this mean 100 bbls a day in each of the 4 shafts, which is actually, 400 bbls a day?

If meaningful inspections are to be performed, it seems to me that applications should have the greatest specificity possible to enable inspectors to know and apply the parameters allowed on the well permit. Without that, well operators can interpret vague allowances broadly and the inspector has no enforcement leverage. What would prevent an operator from injecting 100 bbls a day down each shaft?

Further, I see blanks on the application where information is requested, such as the static fluid level below the surface (real important seems to me) and the depth to the bottom of the formation, which I note is considerably shallower than the overall depth of the production shafts.

On page 1 of the application the KCC form asks for the list of wells/facilities supplying produced saltwater, and on the back of the hand drawn map of the proposed fracking location I find designations for 8 wells, which likely match the identification for the 8 wells on the assigned lease Midstates took over in 2016. The 2014 Thrasher lease, provision 16, restricts disposal of salt water to that only from wells on the leased property, so I see one bright spot in the application process.

My environmental concerns are in process with pictures of the site and will come your way this week after I spend a few more days working on this. These concerns include concerns about the likelihood that the state could enforce clean up and correction costs on this operator should some mishap occur on this lease.

For starters, the name on both the application and cover letter show the contact person as Jon Inge, which I think is a typo, along the lines of the wrong spelling of Ft. Myers on the cover letter letterhead. It would be really good to get the name right for the contact person of these Florida corporations on an injection well application in Kansas.

I looked up Midstates Energy Investments II, LLC owner of the lease, and Midstates Energy Operating, LLC operator on the application on the Florida Division of Corporations website. The registered official for these corporations and 2 pages worth of other corporations on the Florida website is Ronald E. Inge. I can find no record of a Jon Inge. I note the injection well application is signed by an authorized agent. I am guessing that the name on the application and the name on the letter

sent to surface owners is typed incorrectly as "Jon". I believe the proper name is Ron.

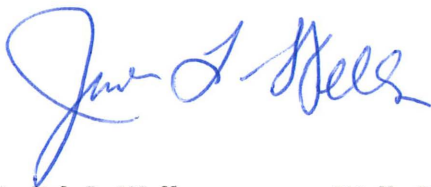
I attach the electronic articles of organization for Midstates Energy Investment II, LLC (I) which purchased the assigned Thrasher lease on June 21, 2016 (C) and the same for Midstates Energy Operating LLC (J), which was formed August 23, 2017 and has no well drilling track record. For Midstates Energy Investment II, I also include annual reports and a death notice for the second original principal owner, whose stake was assumed by his widow.

Who was operating these wells between the purchase of the lease on June 21, 2016 by Midstates Energy Investments II and the incorporation of Midstates Energy Operating on August 23, 2017, over a year later? Perhaps KCC could check its records to determine how wells that are presumably being regularly inspected changed operators without notifying the state. How could Midstates Energy Operating be approved as an operator for the existing wells on the lease before they had even incorporated to apply for the injection well permit?

Also, managers of these two corporations are identical and are listed as trustees, but trustees of what is relevant to the state's collecting if damages to the environment occur. Also, since the principals in Midstates Energy Investment II and Midstates Energy Operating are the same two people, what is the purpose of creating an entirely separate corporation as operator, other than perhaps to sow confusion.

Agreements to environmental obligations are just promises without clear lines of responsibility and the legal path to enforce them. Kansas taxpayers have been left holding the bag too often when problems occur, and the environment suffers in the interim.

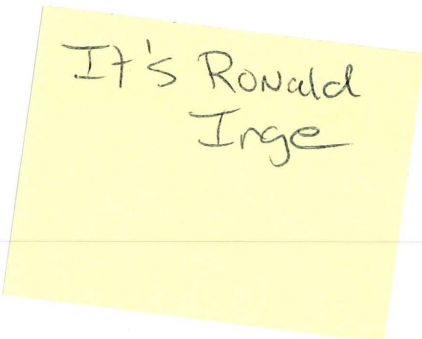
Thanks!



Judith L. Wells, manager Wells Partners, LP

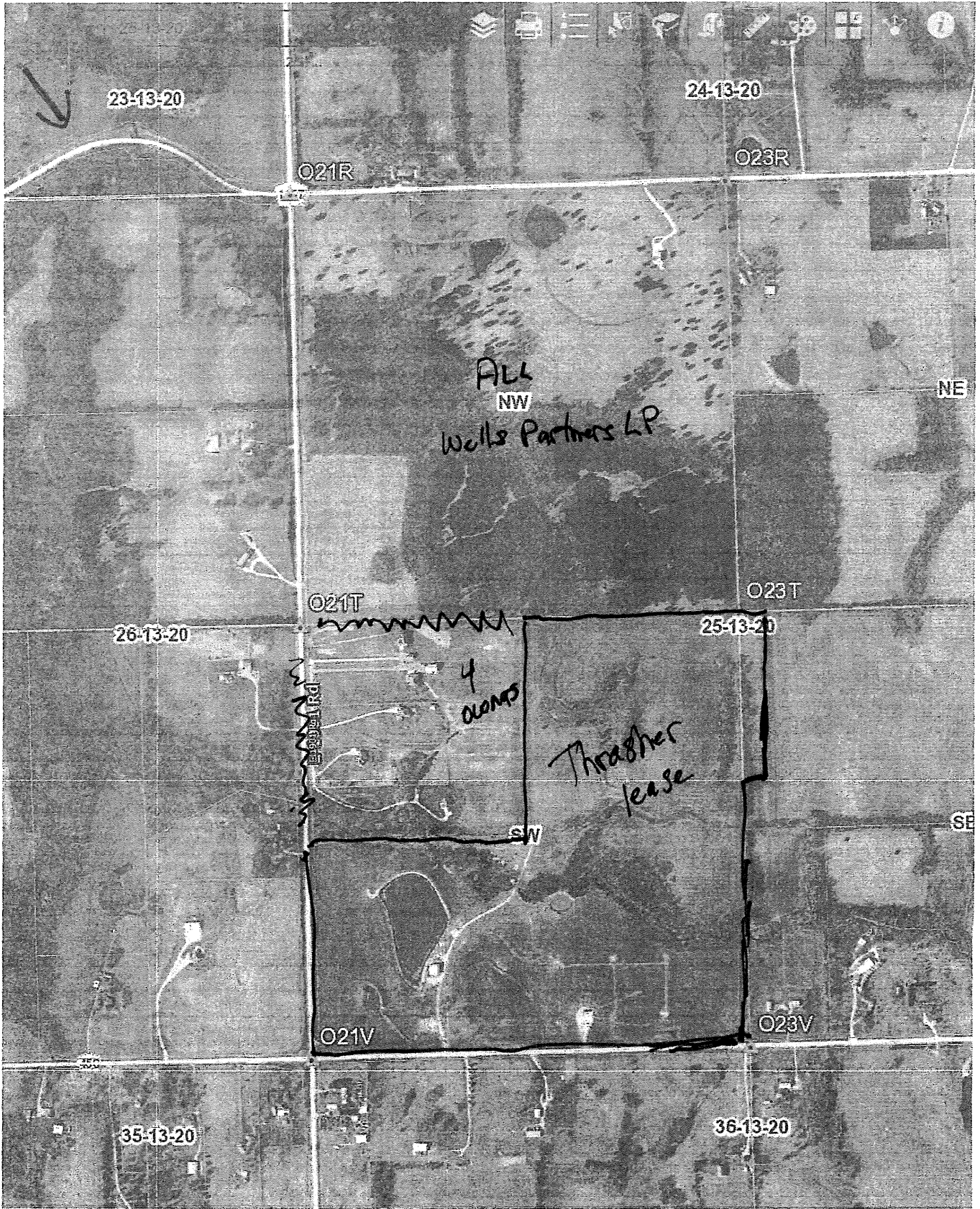
*cc: Midstates
Energy
Operating*

cc: Lawrence Journal-World

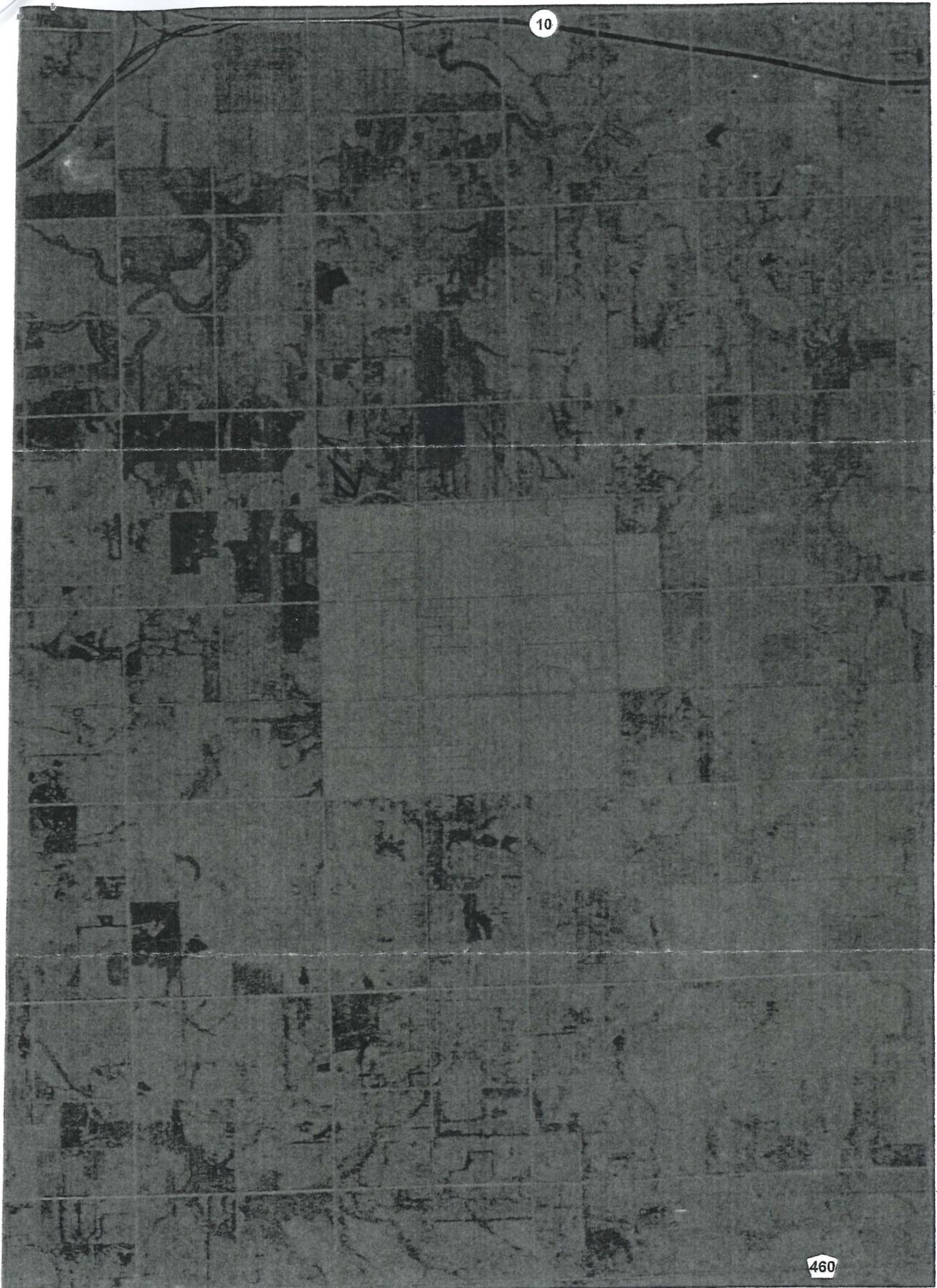


*It's Ronald
Inge*

Douglas County, KS Property Viewer



A.1. right map



A.2. applicants wrong map



LL88-1
Form 88(producers) Rev. 1-83
PAID-UP-Kansas

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 19th day of January, 2014, between Pat Thrasher a/k/a Pat R. Thrasher, a single person and Trustee of the Pat Thrasher Revocable Trust utd dated June 28, 2011. whose address is 8235 Spring Dr. De Soto, Kansas 66018-8357 & Pat C. Thrasher and Timmy R. Thrasher hereinafter called Lessor, and Magnum Exploration, LLC whose address is 8268 County Road 262 Clyde, Texas 79510, hereinafter called Lessee does witness:

1. That Lessor, for and in consideration of One (1) and more dollars in hand paid and of the covenants and agreements contained to be performed by the Lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the Lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipelines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Douglas, State of Kansas and described as follows:

The Southwest Quarter of Section 25, Township 13 South, Range 20 East of the 6th P.M., Douglas County, Kansas, LESS AND EXCEPT a tract of land described in Deed recorded in Book 669, Page 594. The North Half of the Southeast Quarter of Section 25, Township 13, Range 20 East of the 6th P.M., Douglas County, Kansas, LESS AND EXCEPT a tract of land described in Deed recorded in Book 771, Page 656.

Containing 125 acres, more or less.

2. This lease shall remain in force for a term of two (2) year (called 'primary term') and as long thereafter as oil, gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The Lessee shall deliver to Lessor as royalty, free of cost, on the lease, or into the pipe line to which Lessee may connect its wells the equal (16%) part of all oil produced and saved from the leased premises, or at the Lessee's option may pay to the Lessor for such (16%) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The Lessee shall pay to the Lessor, as a royalty, (16%) of the proceeds received by the Lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land therein leased. If such gas is not sold by the Lessee, Lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acres, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

6. In the event 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 for shall be paid to said Lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to Lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.

7. The Lessee shall have the right to use free of cost gas, oil and water found on said land for its operations thereon, ✓ except water from existing wells of the Lessor. When required by Lessor, the Lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than

ENV
LANE B. TOWN
208 S. 3RD ST.
LOUISBURG, KS 66053

B.

200 feet to the house or barn now on said premises without the written consent of the Lessor. Lessee shall have the right at any time during, or within 120 days after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures placed on said premises, including the right to draw and remove all casing.

8. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the Lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to Lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of Lessor.

9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations with one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the Lessor, or by placing same of record in the property county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the Lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified

Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

15. If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor the sum of \$1.00 dollars multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, this lease shall thereby be modified and the primary term shall be extended for an additional term of One (1) year from the end of the primary term. Said payment may be made by check or draft of Lessee or any assignee thereof, mailed or delivered direct to Lessor at the address first provided above, on or before the end of the primary term.

16. Notwithstanding any other provisions contained herein, Lessee may dispose into the leased premises only salt water produced from the leases premises.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor and Lessee.

18. Lessee shall maintain all roads from entrance of said property to tanksite and onto well locations.

19. All pumpjacks shall have fence surrounding them to keep cattle away from them to avoid injury and this will be the responsibility of the lessee.

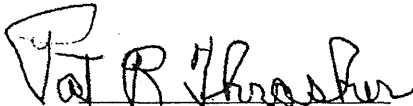
20. As discussed the tanksite will sit on the south end of the property along 1000 Road.

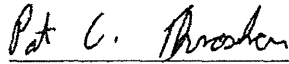
21. Lessor shall be able to use the natural gas to connect to any buildings or structures that they would like. However, the cost to do so will solely be the Lessor's responsibility.

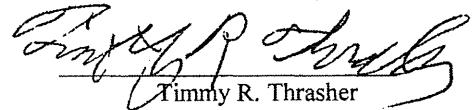
22. Lessee shall operate in conformity with all applicable laws and regulations. Lessee will hold Lessor harmless from any environmental, nuisance, or other problem caused by Lessee's operations, and shall indemnify Lessor for any costs incurred By Lessor, including reasonable attorney fees, to address or correct such issues. when operations are terminated Lessee shall restore the surface area used to its condition prior to commencement of operations.

23. Lessee is aware that cattle are pastured on the property, and it shall have a duty to keep the gates securely closed which are used for ingress and egress by Lessee. Lessee shall be responsible for any damage caused by cattle getting out of gates left unsecured by Lessee after use of the gates by Lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.


Pat R. Thrasher


Pat C. Thrasher

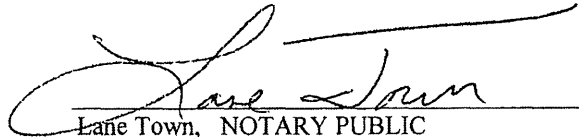

Timmy R. Thrasher

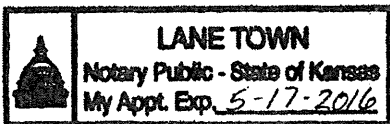
STATE OF KANSAS) SS
) ,SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me, this 19th day of January, 2014, by

Pat Thrasher a/k/a Pat R. Thrasher, a single person and his two sons Pat C. Thrasher and Timmy R. Thrasher.

My Commission Expires 05/17/2016


Lane Town, NOTARY PUBLIC
In and for Douglas County, Kansas.





Douglas County Register of Deeds

Book: 1137 Page: 247-252

Receipt #: 483572
Pages Recorded: 6
Cashier Initials: rec

Recording Fee: \$70.00
Authorized By *Kay Peonell*

Date Recorded: 6/23/2016 10:42:35 AM



10-14-20 SE

25-13-20 SW

**ASSIGNMENT OF OIL AND GAS LEASE
AND BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that Magnum Exploration, LLC, El Tigre Oil and Gas, LLC, and Legend Tee LLC hereinafter collectively called "Assignor," for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell convey, transfer, assign and deliver all of Assignor's right, title, working interest and overriding royalty interest in the Wiseman West Lease unto Midstates Energy Investments V, LLC, and all of Assignor's right, title, working interest and overriding royalty interest in the Thrasher Lease unto Midstates Energy Investments II, LLC hereinafter called "Assignee", its successors and assigns, in and to the following oil and gas leases and personal property:

- (A) The Oil and Gas Leases described on Exhibit A and the leasehold estate and right, privileges and interests created by said leases subject to all the terms and conditions of said oil and gas lease and extensions thereof (collectively, the "Leases"); AND
- (B) All equipment, wells, structures and personal property, to include fixtures and improvements, currently located on the Leases described above in paragraph (A), and used in connection with oil and gas exploration, production, treatment, storage and marketing activities together with all rights incident thereto and all easements, permits, rights of way, surface fees, surface leases, servitudes and agreements related thereto, all tenements, hereditaments and appurtenances to the Leases, and all files and records pertaining to the same, including but not limited to drilling data, electric logs, lease files, land files, well files, division order files, geophysical data, studies, evaluations, projections, reports, appraisals, valuations, maps, regulatory files and records (collectively, the "Personal Property").

The Leases and Personal Property are collectively referred to as the "Assigned Property."

ASSIGNMENT TERMS:

1. WARRANTY. Assignors make this assignment without any representations or warranties of any kind, either express, implied or statutory. This disclaimer of representations and warranties includes but is not limited to: the production which has been or will be realized from the lease; the current validity of the lease; that all express or implied covenants of the lease have been complied with; or the environmental conditions upon the land. The property assigned in paragraphs "(1) and (2)" herein are conveyed in "as is" condition, without any representations or warranties regarding the same by assignors.

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

3. EFFECTIVE DATE. This Conveyance shall be effective as of June 21, 2016, at 12:01 a.m., Central Standard Time.

cnv: Anderson & Byrd
PO Box 17
Ottawa, KS 66067

C.

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

MAGNUM EXPLORATION, LLC:

BY: [Signature]
C.W. ROBERTS MANAGER

EL TIGRE OIL AND GAS, LLC:

BY: [Signature]
JAMES ROBERTS MANAGER

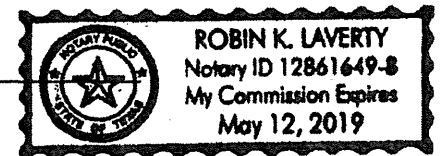
LEGEND TEE LLC:

BY: [Signature]
C.W. ROBERTS MANAGER

STATE OF Texas, COUNTY OF Parker, ss:

This instrument was acknowledged before me on the 16th day of June, 2016, by C.W. Roberts, as Manager of Magnum Exploration, LLC, a Texas limited liability company.

[Signature]
Notary Public

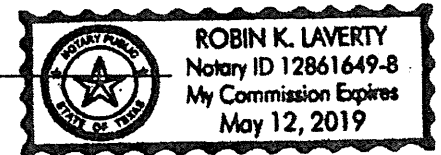


Appointment/Commission Expires:

STATE OF Texas, COUNTY OF Parker, ss:

This instrument was acknowledged before me on the 16th day of June, 2016, by James Roberts, as Manager of El Tigre Oil and Gas, LLC, a Texas limited liability company.

[Signature]
Notary Public

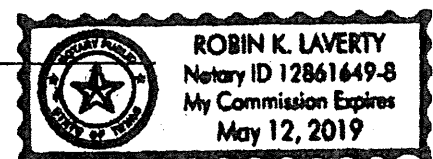


Appointment/Commission Expires:

STATE OF Texas, COUNTY OF Parker, ss:

This instrument was acknowledged before me on the 16th day of June, 2016, by C.W. Roberts, as Manager of Legend Tee LLC, a Texas limited liability company.

[Signature]
Notary Public



Appointment/Commission Expires:

Exhibit "A"
Description of Leases and Real Property

THRASHER LEASE:

Dated: January 19, 2014
Recorded: Book 1110, Pages 3727-3729
Lessors: Pat Thrasher, a/k/a Pat R. Thrasher, a single person, and Trustee of the Pat Thrasher Revocable Trust ut dated June 28, 2011, and Pat C. Thrasher and Timmy R. Thrasher
Lessee: Magnum Exploration, LLC
Description: The Southwest Quarter of Section 25, Township 13 South, Range 20 East of the 6th P.M., Douglas County, Kansas, LESS AND EXCEPT a tract of land described in Deed recorded in Book 669, Page 594. The North Half of the Southeast Quarter of Section 25, Township 13, Range 20 East of the 6th P.M., Douglas County, Kansas, LESS AND EXCEPT a tract of land described in Deed recorded in Book 771, Page 656,

Exhibit "A"
Description of Leases and Real Property

WISEMAN WEST LEASE:

Dated: July 19, 1983
Recorded: Book 364, Page 1023
Lessors: Wiseman Farms, et al.
Lessee: Kansas Land Investments, Inc.
Description: See Exhibit 'A'

EXHIBIT A
WISEMAN WEST

Parcel 3 in the Southeast Quarter (SE/4) of Section Ten (10), Township Fourteen (14) South, Range Twenty (20) East of the 6th P.M. as shown in Plat of Survey dated April 17, 2006 recorded at Book 1005, Page 1272, containing 72.51 acres, more or less;

previously described as follows:

The Southeast Quarter (SE/4) of Section Ten (10), Township Fourteen (14) South, Range Twenty (20) East of the 6th P.M. less the following tracts:

LESS 1 acre in the NW corner described as follows: Beginning at the NW corner of said SE/4, thence East along the North line of said SE/4 295.16 feet, thence South parallel with the West line of said SE/4 147.58 feet, thence West 295.16 feet to the West line of said SE/4, thence North along the West line 147.58 feet to the point of beginning;

AND LESS 3 acres for house, described as follows: Beginning 485.90 feet East of the SW corner of said SE/4, thence North perpendicular to the South line of said SE/4 371.85 feet, thence East parallel with the South line of said SE/4 410.0 feet, thence South 371.85 feet to the South line of said SE/4, thence West along said South line 410.0 feet to the point of beginning; containing 156 acres, M/L;

AND LESS a tract of land located in the Southeast Quarter (SE/4) of Section Ten (10), Township Fourteen (14) South, Range Twenty (20) East of the 6th P.M., de-scribed as follows: Beginning at the NE corner of said SE/4; thence S 0°19'23" E a distance 1,550.00 feet, said point being on the East line of said SE/4; thence N 33°55'53" W a distance of 357.02 feet; thence N 79°14'48" W a distance of 941.24 feet; thence N 10°43'23" W a distance of 681.43 feet; thence N 39°51'21" W a distance of 508.32 feet, said point being on the North line of said SE/4; thence N 89°16'17" E a distance of 1,588.65 feet to the point of beginning; containing 34.40 acres, more or less;

AND LESS a tract of land located in the Southeast Quarter (SE/4) of Section Ten (10), Township Fourteen (14) South, Range Twenty (20) East of the 6th P.M., more described as follows: Beginning at the SW corner of said SE/4; thence East along the South line of said SE/4 a distance of 895.90 feet; thence North parallel to the West line of said SE/4 a distance of 486.215 feet; thence West parallel to the South line of said SE/4 a distance of 895.90 feet to the West line of said SE/4; thence South along the West line of said SE/4 a distance of 486.215 feet to the point of beginning; containing 10.0 acres, more or less;

AND LESS a tract of land located in the Southeast Quarter (SE/4) of Section Ten (10), Township Fourteen (14) South, Range Twenty (20) East of the 6th P.M., de-scribed as follows: Commencing at the SW corner of said SE/4; thence N 89°03'26" E 895.9 feet to the point of beginning, said point being on the South line of said SE/4; thence N 0°34'12" W 371.85 feet; thence N 89°03'26" E 347.00 feet; thence S 00°34'12" E 371.85 feet, to a point being on the South line of said SE/4; thence S 89°03'26" W 347.00 feet to the point of beginning.

AND LESS PARCEL 4: Described in Plat of Survey dated April 17, 2006 recorded at Book 1005, Page 1272 as follows: A parcel of land located in the Southeast Quarter (SE/4) of Section Ten (10), Township Fourteen (14) South, Range Twenty (20) East of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter (SE/4); thence North 00° 34' 12" West a distance of 1,380.27 feet to the Point of Beginning, said point being on the West line of the Southeast Quarter (SE/4); thence continuing along said line, North 00° 34' 12" West a distance of 603.54 feet; thence North 89° 13' 31" East a distance of 714.10 feet; thence South 02° 17' 44" East a distance of 603.75 feet; thence South 89° 13' 31" West a distance of 732.28 feet to the Point of

Beginning; containing 10.02 acres more or less, subject to public road right-of-way and easements of record.

AND LESS PARCEL 5: Described in Plat of Survey dated April 17, 2006 recorded at Book 1005, Page 1272 as follows: A parcel of land located in the Southeast Quarter (SE/4) of Section Ten (10), Township Fourteen (14) South, Range Twenty (20) East of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at Southwest corner of the Southeast Quarter (SE/4); thence North 00° 34' 12" West a distance of 880.56 feet to the Point of Beginning, said point being on the West line of the Southeast Quarter (SE/4); thence continuing along said line, North 00° 34' 12" West a distance of 499.71 feet; thence North 89° 13' 31" East a distance of 732.28 feet; thence South 02° 17' 44" East a distance of 631.25 feet; thence South 89° 03' 26" West a distance of 265.40 feet; thence North 75° 33' 06" West a distance of 503.07 feet to the Point of Beginning; containing 10.02 acres more or less, subject to public road right-of-way and easements of record.

AND LESS PARCEL 2: Described in Plat of Survey dated April 17, 2006 recorded at Book 1005, Page 1272 as follows: A parcel of land located in the Southeast Quarter (SE¼) of Section Ten (10), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter (SE¼); thence North 00° 34' 12" West a distance of 1,983.81 feet to the Point of Beginning, said point being on the West line of the Southeast Quarter (SE¼); thence continuing along said line, North 00° 34' 12" West a distance of 526.56 feet; thence North 89° 16' 17" East a distance of 590.32 feet; thence North 00° 34' 12" West a distance of 147.58 feet, said point being on the North line of the Southeast Quarter (SE¼); thence along said line, North 89° 16' 17" East a distance of 389.90 feet; thence South 05° 01' 45" East a distance of 513.49 feet; thence South 18° 11' 05" West a distance of 59.88 feet; thence South 69° 12' 13" West a distance of 305.64 feet; thence South 89° 13' 31" West a distance of 714.10 feet to the Point of Beginning, containing 13.14 acres more or less, subject to public road right-of-way and easements of record.

AND LESS PARCEL 1: described in Plat of Survey dated April 17, 2006 recorded at Book 1005, Page 1272 as follows: A parcel of land located in the Southeast Quarter (SE¼) of Section Ten (10), Township Fourteen South (T14S), Range Twenty East (R20E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter (SE¼); thence North 00° 34' 12" West a distance of 987.90 feet, said point being on the West line of the Southeast Quarter (SE¼); thence North 89° 03' 26" East a distance of 485.90 feet; thence South 00° 34' 12" East a distance of 987.90 feet, said point being on the South line of the Southeast Quarter (SE¼); thence South 89° 03' 26" West a distance of 485.90 feet to the Point of Beginning, containing 11.02 acres more or less, subject to public road right-of-way and easements of record.

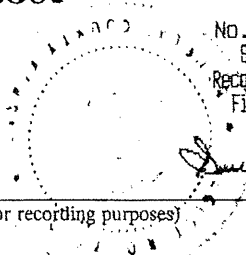
or as such tracts and/or parcels may be otherwise described in said Plat of Survey dated April 17, 2006 recorded at Book 1005, Page 1272. The remaining acreage covered by said lease is shown as Parcel 3 in said Plat of Survey dated April 17, 2006 recorded at Book 1005, Page 1272, containing 72.51 acres, more or less.

DOUGLAS COUNTY TITLE CO

175601

Index Numerical Index 25-13-22 SW
No. 175601 Book 669 Page 594
State of Kansas, Douglas County, SS.
Recorded in Book 669 Page(s): 594 - 594
Filed Mar 1, 2000 12:51 PM Fees \$6.00
Register of Deeds

Entered in Transfer Record in my office this
2nd day of Mar, A.D. 2000
Patty James County Clerk
MMU



Paula L. Setafut

(space above this line for recording purposes)

TRUSTEE'S DEED

This indenture made this 1 day of March, 2000, by and between Virginia Schaake Strong, Trustee of the Virginia Schaake Strong Trust, under Trust Agreement dated July 21, 1994, as GRANTOR and Michael D. Westerhouse and Sandra S. Westerhouse, as GRANTEES.

THE GRANTOR, by virtue of the terms and provisions of said trust agreement, in consideration of the sum of Two Hundred Sixty Four Thousand and no/100 Dollars (\$264,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, and convey(s) to Michael D. Westerhouse and Sandra S. Westerhouse, as joint tenants with the right of survivorship and not as tenants in common, all the following described real estate in Douglas County, Kansas, to-wit:

The Northwest Quarter of the Southwest Quarter of Section 25, Township 13 South, Range 20 East of the 6th P.M., in Douglas County, Kansas.

Except and subject to: Easements, restrictions and reservations of record, if any,

THE GRANTOR covenants that the trust remains in full force and effect at this time, and that the Trustee has authorization without limitation to sell and convey all of the above described real estate.

Dated 3 1, 2000.

VIRGINIA SCHAAKE STRONG TRUST,
UNDER TRUST AGREEMENT DATED
JULY 21, 1994

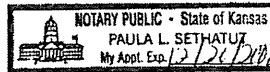
Virginia Schaake Strong,
Virginia Schaake Strong, Trustee Trustee

STATE OF KANSAS)
Douglas COUNTY) SS:

The foregoing instrument was acknowledged before me this 1 day of March, 2000, by Virginia Schaake Strong, Trustee of the Virginia Schaake Strong Trust, under Trust Agreement dated July 21, 1994, on behalf of the Trust.

My appointment Expires:
12/26/2000

Paula L. Setafut
Notary Public



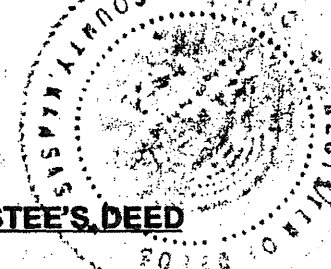
D

Entered in Transfer Record in my office this

8th day of May, A.D. 2002
Robby Jander County Clerk
HOW

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. 11

226800



Index Numerical Index SE
No. 226800 Book 771 Page 656
State of Kansas, Douglas County, SS.
Recorded in Book 771 Page(s): 656 - 657
Filed May 7, 2002 2:57 PM Fees \$8.00
Register of Deeds

TRUSTEE'S DEED

This Trustee's Deed is made this 28th day of February, 1995, by

Virginia Schaake Strong, Trustee of the Wayne E. Strong Trust under Trust Agreement dated July 21, 1994, which Trust is in full force and effect and has not been revoked or amended.

For and in consideration of the sum of One Hundred Sixty-Five Thousand and 00/100 (\$165,000.00), the receipt of which is hereby acknowledged, and

pursuant to the powers and authorities set forth in the above-described Trust Agreement, Virginia Schaake Strong, Trustee of the Wayne E. Strong Revocable Trust,

hereby grants, sells, and conveys to Michael W. Burns, as to an undivided ^{two-thirds} ~~one-third~~,

and David J. Alvarez and Deana K. Alvarez, as joint tenants with the right of survivor-

ship and not as tenants in common, as to an undivided ^{one-third} ~~one-third~~, the following-

described real estate situated in the County of Douglas, in the State of Kansas:

The East 75.00 Acres of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section Twenty-five (25), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, Douglas County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of said Section 25, thence West along the North line of said Southeast Quarter on an assumed bearing of south 89 degrees 53 minutes 59 seconds West, 2456.71 feet, thence South 00 degrees 21 minutes 48 seconds East, 1329.94 feet to a point on the South line of the North Half (N 1/2) of said Southeast Quarter (SE 1/4), thence North 89 degrees 53 minutes 43 seconds East, 2456.71 feet to the Southeast corner of the North Half (N 1/2) of said Southeast Quarter (SE 1/4), thence North 00 degrees 21 minutes 48 seconds West,

E

1329.74 feet along the east line of the North Half (N 1/2) of said Southeast Quarter (SE 1/4) to the point of beginning, containing 75.000 acres, more or less, all in Douglas County, Kansas;

to have and to hold the same with all and singular of the tenements, hereditaments, and appurtenances thereunto belonging, forever.

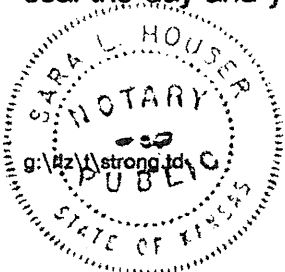
Virginia Schaake Strong, Trustee of the Wayne E. Strong Revocable Trust, hereby covenants, promises, and agrees to and with the Grantees that she is the acting Trustee of the Wayne E. Strong Revocable Trust, that she has the power and authority of such Trustee to convey as aforesaid, and that she has in all respects acted, in making this conveyance, in compliance with the authority granted to her by such Trust Agreement.

Virginia Schaake Strong, Trustee
Virginia Schaake Strong, Trustee

STATE OF KANSAS, COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this 28th day of February, 1995, before me, the undersigned, a notary public in and for the county and state aforesaid, came Virginia Schaake Strong, Trustee, who is personally known to me to be the same person who executed the within and foregoing Trustee's Deed as such Trustee, and such person duly acknowledged her execution of the same.

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



Sara L. Houser
Notary Public
My Appointment Expires: 4-7-98

Sara L. Houser
My Appointment Expires: _____

2

BOOK 771 PAGE 657

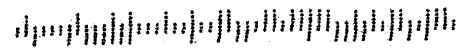
Kansas State Title
308 S. Main
Garnett, KS
66032

P.O. Box 716
Louisburg, KS 66053



Wells Partners LP
3317 W. 68th St
Mission Hills, KS 66208

662082138 011



f.

Midstates Energy Operating, LLC
5571 Halifax Ave.
Ft. Meyer, FL 33912

October 10, 2017

Re: Kansas Surface Owner Notification

Attached please find an application for an Injection Well that has been submitted to Kansas Corporation Commission.

We are required to provide you this information under the Kansas Surface Owner Notification Act. The enclosed are merely for your records and no action is required on your part.

If you have any questions regarding the attached, please feel free to give me a call. Thank you.

Sincerely,

Jon Inge

GI

Affidavit in Proof of Publication

STATE OF KANSAS
Douglas County

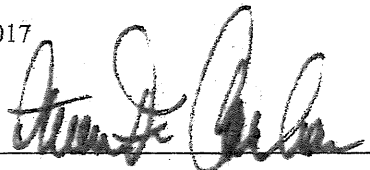
Steven F. Carlson of the Legal Dept. of the Lawrence Daily Journal-World being first duly sworn, deposes and says:

That this daily newspaper printed in the State of Kansas, and published in and of general circulation in Douglas County, Kansas, with a general paid circulation on a daily basis in Douglas County, Kansas, and that said newspaper is not a trade, religious or fraternal publication, and which newspaper has been admitted to the mails as periodicals class matter in said County, and that a notice of which is hereto attached, was published in the regular and entire issue of the Lawrence Daily Journal-World

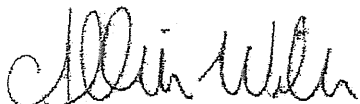
Said newspaper is published daily 365 days a year, has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice and been admitted at the post office of Lawrence in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive days/weeks the first publication thereof being made as aforesaid on 10/09/2017 with publications being made on the following dates:

10/09/2017



Subscribed and sworn to before me this 9th day of October, 2017.



Notary Public

My Appointment expires: 8/19/2020

| | |
|----------------------|----------------|
| Notary And Affidavit | \$0.00 |
| Additional Copies | \$0.00 |
| Publication Charges | \$87.68 |
| | <u>\$87.68</u> |

(Published in the Lawrence Daily Journal-World on the 9th day of October 2017)

BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

NOTICE OF FILING APPLICATION

RE: Midstates Energy Operating, LLC, Application for a permit to authorize the injection of saltwater into the Thrasher Lease located in Douglas County, Kansas.

TO: All Oil and Gas Producers, Unleased Mineral Interest Owners, Landowners, and all persons whom ever concerned.

You, and each of you, are hereby notified that Midstates Energy Operating, LLC has filed an application to commence the injection of salt water into the Squirrel formation at the Thrasher Lease 10 330 FSL 3170 FEL, located in the Sec. 25, Twp. 13, R 20E, Douglas County, Kansas, with a maximum operating pressure of 400 psig, and a maximum injection rate of 100 bbls per day.

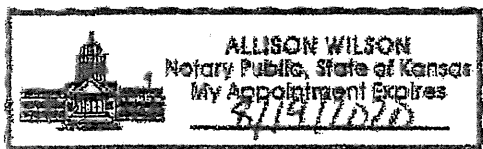
Any persons who object to or protest this application shall be required to file their objections or protest with the Conservation Division of the State Corporation Commission of the State of Kansas within fifteen (15) days from the date of this publication. These protests shall be filed pursuant to Commission regulations and must state specific reasons why the grant of the application may cause waste, violate correlative rights or

pollute the natural resources of the State of Kansas.

All persons interested or concerned shall take notice of the foregoing and shall govern themselves accordingly.

Midstates Energy Operating, LLC
5571 Halifax Ave
Ft Myers, FL 33912

?



H.

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L14000014001
FILED 8:00 AM
January 27, 2014
Sec. Of State
thampton

Article I

The name of the Limited Liability Company is:
MIDSTATES ENERGY INVESTMENTS II,LLC

Article II

The street address of the principal office of the Limited Liability Company is:
5571 HALIFAX AVENUE
FORT MYERS, FL. 33912

The mailing address of the Limited Liability Company is:
5571 HALIFAX AVENUE
FORT MYERS, FL. 33912

Article III

The name and Florida street address of the registered agent is:
RONALD E INGE
5571 HALIFAX AVENUE
FORT MYERS, FL. 33912

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: RONALD E INGE

I

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
QUINTON B MCNEW
5571 HALIFAX AVENUE
FORT MYERS, FL. 33912

Title: MGR
RONALD E INGE
5571 HALIFAX AVENUE
FORT MYERS, FL. 33912

L14000014001
FILED 8:00 AM
January 27, 2014
Sec. Of State
thampton

Article V

The effective date for this Limited Liability Company shall be:

01/27/2014

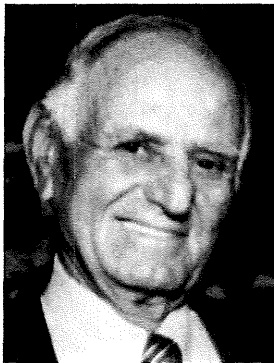
Signature of member or an authorized representative

Electronic Signature: RONALD E INGE

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

McNew played instrumental role in building of Lee

Ronald E. Inge Published 12:00 a.m. ET July 17, 2014 | Updated 12:13 a.m. ET July 17, 2014



(Photo: Special to news-press.com)

Quinton B. McNew, 82, local highway/heavy construction and mining pioneer in Southwest Florida, passed away suddenly on July 8. He was a man known for his gregarious nature and no-nonsense work ethic. He had a story for every circumstance.

McNew was very instrumental in developing much of Lee County as an owner of Harper Bros. Inc., the largest highway, earthmoving and mining company in Southwest Florida from the mid 1950s until its sale in 1999.

Many of the roads and subdivisions of Lee County were constructed by Harper Bros. and McNew was instrumental in the success of them. Portions of notable roadways, such as Colonial Boulevard, Summerlin Road, McGregor Boulevard, Winkler Avenue, Radio Road, Davis Boulevard, U.S. 41, Interstate 75, the Midpoint Bridge approaches and Ben C. Pratt/Six Mile Cypress Parkway were built by the company. Its work was not limited to roadway corridors, McNew was involved in constructing all or portions of major subdivisions such as Hideaway County Club, Bonita Bay, Brookshire, Heritage Palms, Punta Gorda Isles, Cape Coral, Sam Galloway Ford, The Forest, Port LaBelle, Countyside, Berkshire and St. Charles Harbour.

Local Journalism Lives Here. Just \$9.99/month

McNew's efforts were not restricted to contract work for others as he also developed, along with his partner of 60 years, Dan Harper, the Six Mile Commercial Park, Benchmark Corporate Park, Laurel Oaks and Parkside Pointe. He was also active in oil and gas exploration and production, with operations in various areas of the U.S.

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PRESS.COM/SPECIALOFFER-
GPS-

SOURCE=BENBOCT&UTM_MEDIUM=NANOBAR&UTM_SOURCE=BOUNCE-
EXCHANGE&UTM_CAMPAIGN=READLOCAL17)

Harper Bros.' crowning achievement was the establishment of its major asset, the Alico Road/Greenmeadow Mine, consisting of more than 3,100 acres of mining material to be used in the construction industry throughout Southwest Florida.

Quinton was also active in a number of religious and charitable organizations throughout the area and supported the Respiratory Care Training facility, Edison Community College, the Golisano Children's Hospital, McGregor Baptist Church and many others too numerous to mention. Along with his wife, Beverly, he established the Quinton B. and Beverly H. McNew Foundation, which supports a number of organizations to promote their Christian missions, research and cure of childhood diseases, and the needs of homeless and displaced children.

McNew served our country as a staff sergeant in the Korean conflict as a member of the US Air Force. He was a member of McGregor Baptist Church and is survived by his wife, his daughter, Elizabeth McNew Peters and four grandchildren, Ethan, Cameron, Griffin and Landon.

A celebration of life service will be held at McGregor Baptist Church at 11 a.m. Friday.

Ronald E. Inge is a Fort Myers resident.

Read or Share this story: <http://newspr.es/1mj6phw>

2015 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L14000014001

Entity Name: MIDSTATES ENERGY INVESTMENTS II,LLC

Current Principal Place of Business:

5571 HALIFAX AVENUE
FORT MYERS, FL 33912

Current Mailing Address:

5571 HALIFAX AVENUE
FORT MYERS, FL 33912

FEI Number: 46-4646476

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

INGE, RONALD E
5571 HALIFAX AVENUE
FORT MYERS, FL 33912 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

| | | | |
|-----------------|--------------------------|-----------------|------------------------|
| Title | MGR | Title | MGR |
| Name | MCNEW, BEVERLY H TRUSTEE | Name | INGE, RONALD E TRUSTEE |
| Address | 5571 HALIFAX AVENUE | Address | 5571 HALIFAX AVENUE |
| City-State-Zip: | FORT MYERS FL 33912 | City-State-Zip: | FORT MYERS FL 33912 |

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RONALD E. INGE, TRUSTEE

MANAGER

01/26/2015

Electronic Signature of Signing Authorized Person(s) Detail

Date

2016 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L14000014001

Entity Name: MIDSTATES ENERGY INVESTMENTS II,LLC

Current Principal Place of Business:

5571 HALIFAX AVENUE
FORT MYERS, FL 33912

Current Mailing Address:

5571 HALIFAX AVENUE
FORT MYERS, FL 33912

FEI Number: 46-4646476

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

INGE, RONALD E
5571 HALIFAX AVENUE
FORT MYERS, FL 33912 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

| | | | |
|-----------------|--------------------------|-----------------|------------------------|
| Title | MGR | Title | MGR |
| Name | MCNEW, BEVERLY H TRUSTEE | Name | INGE, RONALD E TRUSTEE |
| Address | 5571 HALIFAX AVENUE | Address | 5571 HALIFAX AVENUE |
| City-State-Zip: | FORT MYERS FL 33912 | City-State-Zip: | FORT MYERS FL 33912 |

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RONALD E. INGE, TRUSTEE

MANAGER

01/23/2016

Electronic Signature of Signing Authorized Person(s) Detail

Date

2017 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L14000014001

Entity Name: MIDSTATES ENERGY INVESTMENTS II,LLC

Current Principal Place of Business:

5571 HALIFAX AVENUE
FORT MYERS, FL 33912

Current Mailing Address:

5571 HALIFAX AVENUE
FORT MYERS, FL 33912

FEI Number: 46-4646476

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

INGE, RONALD E
5571 HALIFAX AVENUE
FORT MYERS, FL 33912 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name MCNEW, BEVERLY H TRUSTEE
Address 5571 HALIFAX AVENUE
City-State-Zip: FORT MYERS FL 33912

Title MGR
Name INGE, RONALD E TRUSTEE
Address 5571 HALIFAX AVENUE
City-State-Zip: FORT MYERS FL 33912

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RONALD E. INGE

MANAGER

01/21/2017

Electronic Signature of Signing Authorized Person(s) Detail

Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Officer/Registered Agent Name

Florida Limited Liability Company
MIDSTATES ENERGY INVESTMENTS II,LLC

Filing Information

| | |
|------------------------|--------------|
| Document Number | L14000014001 |
| FEI/EIN Number | 46-4646476 |
| Date Filed | 01/27/2014 |
| Effective Date | 01/27/2014 |
| State | FL |
| Status | ACTIVE |

Principal Address

5571 HALIFAX AVENUE
FORT MYERS, FL 33912

Mailing Address

5571 HALIFAX AVENUE
FORT MYERS, FL 33912

Registered Agent Name & Address

INGE, RONALD E
5571 HALIFAX AVENUE
FORT MYERS, FL 33912

Authorized Person(s) Detail

Name & Address

Title MGR

MCNEW, Beverly H, Trustee
5571 HALIFAX AVENUE
FORT MYERS, FL 33912

Title MGR

INGE, RONALD E, Trustee
5571 HALIFAX AVENUE
FORT MYERS, FL 33912

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2015 | 01/26/2015 |

2016 01/23/2016
2017 01/21/2017

Document Images

| | |
|---|--|
| 01/21/2017 -- ANNUAL REPORT | View image in PDF format |
| 01/23/2016 -- ANNUAL REPORT | View image in PDF format |
| 01/26/2015 -- ANNUAL REPORT | View image in PDF format |
| 01/27/2014 -- Florida Limited Liability | View image in PDF format |

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L17000180142
FILED 8:00 AM
August 23, 2017
Sec. Of State
jareyes

Article I

The name of the Limited Liability Company is:

MIDSTATES ENERGY OPERATING LLC

Article II

The street address of the principal office of the Limited Liability Company is:

5571 HALIFAX AVENUE
FORT MYERS, FL. 33912

The mailing address of the Limited Liability Company is:

5571 HALIFAX AVENUE
FORT MYERS, FL. 33912

Article III

Other provisions, if any:

MANAGEMENT OF KANSAS OPERATIONS AS LICENSED OPERATOR AND
ANY OTHER PURPOSES RELATED TO KANSAS OPERATIONS.

Article IV

The name and Florida street address of the registered agent is:

RONALD E INGE
5571 HALIFAX AVENUE
FORT MYERS, FL. 33912

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: RONALD E. INGE

J.

Article V

The name and address of person(s) authorized to manage LLC:

Title: MGR
RONALD E INGE, TRUSTEE
5571 HALIFAX AVENUE
FORT MYERS, FL. 33912

Title: MGR
BEVERLY H MCNEW, TRUSTEE
5571 HALIFAX AVENUE
FORT MYERS, FL. 33912

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Article VI

The effective date for this Limited Liability Company shall be:

08/23/2017

Signature of member or an authorized representative

Electronic Signature: RONALD E. INGE, TRUSTEE

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.