For KCC Use:

Effective	Date:	

District	#	

# CORRECTION #1

KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION** 

1028270

## NOTICE OF INTENT TO DRILL

October 2007 Form must be Typed Form must be Signed All blanks must be Filled

Form C-1

Must ha	annroved h	V KCC five	(5) day	is nriar ta	commencing well
viusi be	appiored b		(J) ua)	13 01101 10	commencing wen

Expected Spud Date:	Spot Description:
month day year	(⟨⟨𝔅/𝔅/𝔅) <sup>2</sup> Sec Twp S. R □ E □ W
OPERATOR: License#	
Name:	
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	— County:
Contact Person:	Lease Name: Well #:
Phone:	
CONTRACTOR: License#	
Name:	
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage): Ground Surface Elevation: feet MSL
Oil Enh Rec Infield Mud Rotary	
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile: Yes No
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate:
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	lo Well Farm Pond Other:
If Yes, true vertical depth:	
Bottom Hole Location:	(Note: Apply for Permit with DWR )
KCC DKT #:	Will Cores be taken?
	If Yes, proposed zone:

#### **AFFIDAVIT**

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq. It is agreed that the following minimum requirements will be met:

1. Notify the appropriate district office *prior* to spudding of well;

- 2. A copy of the approved notice of intent to drill shall be posted on each drilling rig;
- 3. The minimum amount of surface pipe as specified below shall be set by circulating cement to the top; in all cases surface pipe shall be set through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
- 4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary prior to plugging;
- 5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
- 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 DAYS of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. In all cases, NOTIFY district office prior to any cementing.

#### Submitted Electronically

	Remember to:
For KCC Use ONLY	- File Drill Pit Application (form CDP-1) with Intent to Drill;
API # 15	- File Completion Form ACO-1 within 120 days of spud date;
Conductor pipe required feet	<ul> <li>File acreage attribution plat according to field proration orders;</li> <li>Notify appropriate district office 48 hours prior to workover or re-entry;</li> </ul>
Minimum surface pipe requiredfeet per ALT. I II	- Submit plugging report (CP-4) after plugging is completed (within 60 days);
Approved by:	- Obtain written approval before disposing or injecting salt water.
This authorization expires:	- If this permit has expired (See: authorized expiration date) please check the box below and return to the address below.
	Well Not Drilled - Permit Expired Date:
Spud date: Agent:	Signature of Operator or Agent:
	<



#### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

Plat of acreage attributable to a well in a prorated or spaced field

If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please show all the wells and within 1 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for oil wells.

API No. 15	
Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R E 🗌 W
Number of Acres attributable to well:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary.
	Section corner used: NE NW SE SW

PLAT

(Show location of the well and shade attributable acreage for prorated or spaced wells.) (Show footage to the nearest lease or unit boundary line.)



NOTE: In all cases locate the spot of the proposed drilling locaton.

2590 ft.

#### In plotting the proposed location of the well, you must show:

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).

CORRECTION #1

Form CDP-1 April 2004 Form must be Typed

## **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

Operator Name:		License Number:		
Operator Address:				
Contact Person:		Phone Number:		
Lease Name & Well No.:			Pit Location (QQQQ):	
Type of Pit:         Emergency Pit       Burn Pit         Settling Pit       Drilling Pit         Workover Pit       Haul-Off Pit         (If WP Supply API No. or Year Drilled)         Is the pit located in a Sensitive Ground Water         Is the bottom below ground level?         Yes       No         Pit dimensions (all but working pits):       Depth fr         If the pit is lined give a brief description of the	Pit capacity: (bbls) ater Area? Yes No Artificial Liner? Yes No			
material, thickness and installation procedure Distance to nearest water well within one-mile	e. e of pit	Depth to shallo Source of infor		
feet Depth of water well			redwell owner electric logKDWR	
		_	over and Haul-Off Pits ONLY:	
			of material utilized in drilling/workover:	
			Number of working pits to be utilized:	
		Abandonment	procedure:	
Does the slope from the tank battery allow all spilled fluids to         flow into the pit?       Yes       No         Drill pits must be		be closed within 365 days of spud date.		
Submitted Electronically				
KCC OFFICE USE ONLY Steel Pit RFAC RFAS				
Date Received: Permit Num	iber:	Permi	nit Date: Lease Inspection: Yes No	

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

## OIL AND GAS LEASE

AGREEMENT, made and entered into the 31<sup>st</sup> day of May, 2006, by and between Steven Earl Miller a/k/a Steven E. Miller and Jeanette Miller, Trustees of the Steven E. and Jeanette Miller Living Trust dated January 30, 1996, 14498 1700 Road, Benedict, Kansas 66714, hereinafter called Lessor, and Texas Capitalization Resource Group, Inc., 4916 Camp Bowie Blvd., Suite 200, Fort Worth, Texas 76107, hereinafter called Lessee.

WITNESSETH, That the Lessor, for and in consideration of Ten and No/100 Dollars cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by those presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and gas of whatsoever nature or kind, including all hydrocarbon and non-hydrocarbon substances produced in association therewith, with the term "gas" specifically including coal bed methane gas and occluded gas from coal seams, helium, carbon dioxide, gaseous sulphur compounds, and other commercial gases, as well as normal hydrocarbon gases, with rights of way and easements for laying pipe lines, and erections of structures thereon to produce and take care of said products (including dewatering of coal bed gas wells), all that certain tract of land situated in the County of Wilson, State of Kansas, described as follows, to wit:

#### SEE EXHIBIT "A"

Together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above-described land and owned or claimed by Lessor, and containing 1,371.78 acres, more or less. Notwithstanding any other term of this lease to the contrary, there is excepted from the lands previously described, a square tract or tracts 20 feet North to South and 20 feet East to West centered upon any unplugged and abandoned oil and/or gas well located upon the property previously described.

1. It is agreed that this lease shall remain in force for a primary term of three (3) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling, reworking or dewatering operations thereon, then this lease shall continue in force so long as dewatering or drilling operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and drilling operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, dewatering operations and the production of oil or gas should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, reworking or dewatering operations within ninety (90) days from the date of cessation of the dewatering operations at or production or from date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as dewatering operations continue or oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. For consideration herein paid to Lessor by Lessee, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

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

3.

- 1<sup>st</sup>, To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells of said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
- 2<sup>nd</sup>, To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas produced and saved from each well where gas only is found, while the same is being used off the premises, and if used for the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly, at the prevailing market rate for gas.
- 3<sup>rd</sup>, To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product thereof royalty of one-eighth (1/8) of the proceeds, payable monthly, at the prevailing market rate.

4. Where gas from a well capable of producing gas (or from a well in which dewatering operations have commenced) is not sold or used, Lessee may pay or tender as royalty to the Lessor One Dollar (\$1.00) per year per net royalty acre, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this during the period such well is shut in or dewatering operations are being conducted. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease for a period of one year from the date of said anniversary date.

5. If said Lessor owns a less interest in the above-described land other than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon and transportation, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth.

8. No well shall be drilled with a surface location nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

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

10. Lessee shall have the right, but not the obligation, at any time to remove all machinery and fixtures placed on said premises, including the right to draw and removing casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for dewatering operations or the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not being dewatered or not producing oil or gas may be reformed to exclude such non-producing formations.

The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a 13. declaration of such unitization or reformation, which declaring shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, dewatering, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, dewatering, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool or combine all or any part of the above-described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operations approved by any governmental authority and, from time to time with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this shall not terminate or expire during the life of such plan or agreement. In the event that said above-described land or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purposes of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to other tracts of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated.

If required and requested, Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon such request.

In the event a well (or wells) is drilled and completed on the lands, or on the lands pooled therewith, for the purpose of developing coal bed gas, the word "operations" shall mean, in addition to those matters covered in the preceding sentence, (1) operation of said wells to remove water or other substances from the coal bed, or to dispose of such water or other substances, even though such operations do not result in the production of hydrocarbons in paying quantities, (2) shutting-in or otherwise discontinuing production from said wells to allow for surface of underground mining affecting the drill site or well bore, or (3) drilling a stratigraphic test hole(s) for the purpose of acquiring stratigraphic information, including but not limited to lithology, porosity, permeability, gas and water characteristics and similar information.

Lessee shall conduct its operations in a good and workmanlike manner, as would a prudent operator under 14. the same or similar circumstances, in compliance with all applicable rules and regulations of any regulatory body having jurisdiction on such operations. Lessee shall comply with all laws and regulations of any governmental body claiming jurisdiction over the lands covered by this lease or the person of the Lessor herein and in so complying, Lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such governmental body. In determining the residence of Lessor for the purpose of complying with such laws or regulations, Lessee may rely upon the address of Lessor herein set forth or upon the last known address of Lessor. Neither any error in the determination of the residence or status of Lessor nor an error in the payment of any sums of money due or payable to Lessor under the terms of this lease which is made during the course of, or as a result of, Lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against Lessee. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with federal, state, county or municipal laws, rules, regulations or Executive Order asserted as official by or under public authority claiming jurisdiction, or act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by Lessee, and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting production, drilling, dewatering or reworking operations during the primary term of this lease, under the contingencies stated above, shall be added to the primary term of the lease.

15. 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, and the undersigned Lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The work "Lessor" as used in this lease shall mean any one or more of all the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

17. Lessor agrees that Lessee shall not be liable for any operations or costs associated with abandoned wells already located on the lands covered hereby which were drilled or operated by prior lease owners whose rights have terminated.

18. This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of three (3) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of \$50.00 per acre for the land then covered by the extended lease, said bonus to be paid or tendered to Lessor in the same manner as provided in Paragraph numbered 4 hereof with regard to the payment of shut-in royalties. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessee's option shall expire on the first to occur of the following: (a) the termination or expiration of this lease or (b) the second anniversary of the expiration of the primary term stated in Paragraph numbered 1 above.

19. See Addendum attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

#### LESSOR:

The Steven E. and Jeanette Miller Living Trust dated January 30, 1996

Steven E. Miller, Trustee eantle Miller tte Miller, Trustee

STATE OF KANSAS COUNTY OF \_ Wilson {ss:

On the 3/5 day of May, in the year 2006 Before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Earl Miller a/k/a Steven E. Miller and Jeanette Miller, Trustees of the Steven E. and Jeanette Miller Living Trust dated January 30, 1996, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

undelle See

My commission expires:



## ADDENDUM

Attached to and made a part of that certain oil and gas lease dated May 31, 2006 by and between, Steven Earl Miller a/k/a Steven E. Miller and Jeanette Miller, Trustees of the Steven E. and Jeanette Miller Living Trust dated January 30, 1996, 14498 1700 Road, Benedict, Kansas 66714, Lessor and Texas Capitalization Resource Group, Inc., 4916 Camp Bowie Blvd., Suite 200, Fort Worth, Texas 76107, Lessee:

# All terms contained in this Addendum shall be controlling, and any conditions or terms on the printed lease which are inconsistent with the terms herein shall be void.

- 1. This lease is for the production of gas only. Any reference to oil drilling is null and void.
- 2. The fraction one-eighth (1/8th) shall be replaced by the fraction three sixteenths (3/16ths) wherever the former appears in this lease.

3. Lessee agrees to pay eighty-one and one-quarter percent (81.25%) of any increase in real estate or ad valorem taxes attributable to or resulting from assessment of the oil and gas within the leased premises. Each party remains responsible for payment of ad valorem property taxes upon the party's respective property interests. Increases in Lessor's ad valorem property taxes due to Lessee's activities shall be determined on an annual basis and Lessor and Lessee responsibility for such increases, if any, shall be determined based upon their respective royalty percentages.

4. <u>Expiration</u>. It is hereby understood and agreed that after the expiration of the primary term or extended primary term herein, and in the event a portion or portions of the land herein leased is pooled or unitized so as to form a pooled unit or units, operations on or production from such unit or units will maintain this Lease in force only as to the land included in said unit or units. This Lease, as to land not included in said unit or units shall revert to Lessor unless extended. Any acreage not so extended shall be released by Lessee at Lessor's request.

5. <u>Guaranteed Royalty</u>. Notwithstanding any other provisions for shut-in royalty, pooling or continuous drilling, it is expressly understood that at the end of the three (3) year primary term of this lease, if on an annual calendar year basis, beginning with year four (4) of the Lease the royalty monies paid to Lessor hereunder are less than the greater of \$12,692.80 or (\$10.00) per net mineral acre then leased, Lessee shall, at or prior to the end of sixty (60) days after the end of such calendar year pay to Lessor or deposit to the credit of Lessor a sum of money equal to the difference between the greater of \$12,692.80 or (\$10.00) per net mineral acre then leased and the total of all royalty payment received by Lessor during the calendar year, Lessor shall notify Lessee via certified mail delivered to Lessee's address that the minimum royalty as provided herein is insufficient or has not been paid. The lease shall thereafter terminate unless Lessee shall within thirty (30) days pay the difference following mailing of such notification.

6. <u>Shut In</u>. Following the primary term, or any extension thereof, where gas from a well is shut-in and is not sold or used, Lessee shall pay Lessor a shut-in gas royalty of Ten Dollar's (\$10.00) per year per net mineral acre retained hereunder, for a period not to exceed five (5) years.

7. <u>Road Maintenance</u>. Lessee will maintain any roads constructed by Lessee or any existing roads of Lessor's used by Lessee in its operations, so that the roads are maintained in such conditions to adequately provide for Lessee's operations, however, any roads which require construction using larger than road rock will require prior landowner approval. All roads used by Lessee in its operations will be maintained in such a condition as to allow normal car usage. Further, during the time drilling operations are being conducted or any other times when any of the Lessor's present roads are being used for transporting oil, machinery and/or being traveled by any motor vehicle larger than an automobile or a <sup>3</sup>/<sub>4</sub> ton pickup Truck, the Lessee shall always keep Lessor's roads maintained and/or graded so that Lessor's roads are smooth and passable for automobile traffic.

Lessee shall make only one road to each well, and make no roads exceeding twelve (12) feet in width, and to properly maintain such roads. Existing roads may be used and maintained by Lessee. Lessor may use all such roads. Upon request by Lessor, Lessee shall not construct a permanent road to a well site in planted fields to reduce crop loss. In that event, after wells are drilled and equipped for production, Lessee's routine maintenance and inspection shall be performed by personnel using small four-wheel all-terrain vehicles (ATV's) rather that regular size autos, trucks, or other vehicles. An annual rental of \$150.00 per acre for any new roads in planted fields shall be paid by Lessee

8. <u>Well Spacing</u>. It is expressly understood and agreed that no well or wells drilled on Lessor's lands herein shall contain no more than 320 acres of land per well per proration unit nor less than 80 acres of land without express written consent of Lessor's, their heirs, successors and assigns.

9. <u>Completion Date</u>. As to all wells hereunder, the completion date of non producing wells shall be the date of final plugging and abandonment and the completion date of producing wells shall be the date the well is physically completed and capable of production, including the completion of the potential and all other tests, including but not limited to the dewatering process necessary for the production of hydrocarbons and coal bed methane gas.

10. <u>Indemnification</u>. Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, claims and environmental liability arising out of Lessees operations under the terms of this lease.

11. <u>Continuous Drilling/Development</u>. It is hereby understood and agreed that at the end of the primary term of this lease, the lease shall not terminate as to the undeveloped acreage so long as production has been obtained and is continuing on some part of the leased land, or a gas well located on some part of the leased land is shut in as provided herein, or so long as operations for drilling or reworking are being conducted on some part of the leased land. This does not relieve Lessee of implied covenants to develop the leased property.

12. <u>Lessor Water</u>. Lessee shall have no right to use water from Lessor's water well or wells, ponds or streams located on the leased premises.

13. <u>Road location</u>. LESSEE and LESSOR shall mutually agree on routes of ingress and egress for operations on the leased premises. LESSOR acknowledges that LESSEE shall require adequate access without delay for personnel and equipment required for LESSEE'S operations. Where requested by LESSOR, all roads added by LESSEE shall run parallel to crop rows planted or to be planted at time of road installation. Gravel roads shall not cross drainage ditches or terrace channels. When entering tilled fields or fields with planted crops, routes of ingress and egress shall parallel, tilled or planted rows.

14. <u>Facility Location</u>. In the event production of oil and/or gas is obtained under this lease, LESSEE and LESSOR shall mutually agree upon the location of production equipment such as tanks, pipelines and access roads, and the agreement of LESSOR shall not be unreasonably withheld. LESSOR acknowledges that such facilities are necessary for the operation of this lease. LESSEE shall provide LESSOR with a map of leased premises showing current well locations on LESSOR'S property annually and in addition when requested by LESSOR. LESSEE shall, on an annual basis, provide in writing to LESSOR the LESSEE'S current address and telephone number, together with the name, address and telephone number of the operator for the lease, if different than LESSEE.

15. <u>Property Restoration</u>. Lessee agrees that as soon as is reasonably possible, following completion of its drilling and other operations, Lessee shall restore its well site, as near as possible, to its original condition and land contour. This obligation shall survive termination of this lease.

16. <u>Reseeding by Lessor</u>. Lessee will have the option of contracting with Lessor to perform the reseeding on those parts of the herein described lands affected by Lessee's operations hereunder, subject to the following conditions:

- 1. Lessor must have the capability and the equipment necessary for performing such work to the specifications and time frames required by any governmental entities having jurisdiction over the reclamation of well sites and pipelines. If there are no such specifications and Lessor elects to conduct the reseeding, Lessor shall release Lessee from any further obligation with respect to revegetation, it being assumed that Lessor will be satisfied with its own work.
- 2. The fees for such work shall not exceed those charged by other contractors for the same type of work in the area.

17. <u>Spud Fee</u>. In the event Lessee elects to drill a well on any parcel of the herein described leased premises, Lessee agrees to pay Lessor a spud fee of One Thousand Two Hundred Dollars (\$1,200.00), per well site location, prior to commencement of operations.

18. <u>Piplelines</u>. It is hereby understood and agreed that for all pipelines which serve other leases in addition to the hereinabove leased premises, Lessee shall pay as damages the sum of \$ 20.00 per rod together with market value of growing crops destroyed, if any. Pipeline location shall be governed by provisions for facility location, to minimize crop loss, interference with waterways and terraces, and otherwise minimize interference with Lessor's use of the property. Provisions for surface restoration and damages subsequent to installation shall apply to pipeline operation. Lessee will bury all pipelines and electric lines crossing Lessor's fields, as soon as is reasonably possible after the date on which the pipe is first placed on the ground and fused together, or in the case of electric lines, after said electric lines are first connected. Lessee further agrees that all pipelines and electric lines buried, will be buried below plow depth. Lessor will install no permanent overhead electric lines except along roads or property lines without the express written consent of Lessor.

19. <u>Lease Appearance</u>. No open salt-water pits or ditches shall ever be maintained on the premises. All storage tanks, separators and compressors shall be kept as a group on the above described drilling and operation sites located on the lease premises and all oil or gas wells shall be neatly attractively and adequately fenced and enclosed by Lessee so as to reasonably protect person's livestock from injury. Lessee shall at all times conduct and keep all of its operations including said equipment, neat in appearance, in proper condition and well painted to blend in as naturally as possible with the surroundings and as to not lower the land value of the areas for agriculture and/or industrial use, and consistent with the highest and best standards of the oil and gas industry.

20. <u>Assignment</u>. As a material inducement to LESSOR to enter into this lease, it is hereby acknowledged and agreed that LESSEE may assign this lease in whole or in part to any affiliate of LESSEE and in such event shall give LESSOR prompt written notice of such assignment. No assignment of this lease shall be made to any other entity without the prior written consent of LESSOR, which shall not be unreasonably withheld; provided, however, that the consent of LESSOR shall not be deemed to have been unreasonably withheld if any proposed assignee shall not be an entity having a reputation, level of experience and financial resources at least substantially equivalent to that of LESSEE. For purposes of this paragraph, an "affiliate of LESSEE shall mean a direct or indirect subsidiary of LESSEE or other entity controlled by or under common control with LESSEE. This shall include Domestic Energy Partners, Partnership #1, 4619 Camp Bowie Blvd., Suite #204, Fort Worth, Texas 76107.

21. <u>Line Burial</u>. LESSEE shall bury all pipelines and electric lines at least below plow depth, but not less than 48 inches below the surface of leased premises, and upon reasonable request, lower pipelines, electric lines, flowlines, gathering lines, etc. to allow terracing, waterway construction, or other improvement to the surface by LESSOR for agricultural purposes.

22. <u>Surface Use Limitations</u>. Lessee shall not use the surface of the land for storage of supplies and equipment except as may be necessary for current oil or gas operations on and benefiting solely Lessor's land. Lessee may not cause living quarters to be constructed or placed upon the property. Lessee or its employees shall not hunt, fish, remove game or fish, or bring dogs upon, in any manner on the leased premises. Lessee or its employees shall not leave trash, especially aluminum cans, on the leased premises.

23. <u>Injection or Disposal Well(s)</u>. Lessee shall not install a gas processing plant, disposal well, or dehydration plant except by separate written agreement for agreed compensation.

24. <u>Workmanlike Operations</u>. Lessee shall operate the lease in a workmanlike manner, to close and secure all gates located on the leased premises, to not cut any fences, to repair any fences damaged by Lessee, and to repair terraces or waterways, if damaged.

25. <u>Timber.</u> Lessee shall not cut or remove any timber or timber products without the express written consent of Lessor.

26. <u>Well Plugging</u>. Prior to conducting operations on the leased premises, Lessee or its assignee/operator shall comply with the provisions of K. A. R. 82-3-120a (copy attached) regarding operator financial responsibility.

27. <u>Termination</u>. Upon termination of this lease for any reason, Lessee shall pull and plug all wells, remove all Lessees machinery and other property. If Lessee fails to remove Lessee's equipment and other property within one hundred eighty (180) days after termination of the lease, such property shall, at the option of Lessor, become the property of Lessor free of all right, title or interest of Lessee. Lessee agrees to restore land to the same condition as of the date of this lease as nearly as possible.

28. <u>Damages</u>. Lessee shall pay for damages caused by Lessee's operations to crops including hay, on the leased premises and to pay for all other damages caused by Lessee, including but not limited to damages to livestock, pasture, waterways and terraces. Lessee agrees to compensate Lessor at fair market value for the death or injury of any livestock killed or injured as a direct result of Lessees operations under the terms of this lease. Provided however that Lessee will not be responsible to compensate Lessor for said damages or injuries to livestock that were caused by the negligent or willful act or omissions of Lessor, its heirs, assigns, agents, employees or contractors. In addition, when Lessees lines are buried below Lessor's buried irrigation lines and/or related electric lines, Lessee shall repair and restore the same at Lessees expense. Lessee acknowledges it may be necessary to place Lessees lines below Lessor's buried irrigation lines.

29. <u>Pits</u>. Lessee shall not make any pits except when necessary to drill or service a well; within ninety (90) days after drilling or servicing a well, a pit shall be pumped out, filled in with original soil and leveled. All top soil shall be piled separately and returned to the surface when the pits are filled.

30. <u>Late Payment</u>. Any payment due hereunder which is made more than thirty (30) days after its due date shall have added thereto a five percent (5%) penalty payable to Lessor, plus statutory interest, subject to Lessee's right to abandon a site or portion of a right-of-way as stipulated herein and thereafter not liable for future payments as to said abandoned site or right-of-way portion.

31. <u>Prepayment</u>. No prepayment of damages of any kind shall be acceptable by Lessor from Lessee. Damages shall be settled within forty-five (45) days following each instance of surface disturbance on the leased premises. All payments made hereunder for initial operations within each particular wellsite location, whether such operations involve drilling production well or stratigraphic test holes, building roadways, or installing gathering systems and other equipment, must be made by Lessee to Lessor at least fifteen (15) days in advance of the contemplated operation or activity. Subsequent anniversary checks where provided herein shall be made by mailing such to Lessor on or before said anniversary date. The Lessor agrees to notify Lessee of any change in the party to be identified as Lessor under this Lease, which change might be caused by any conveyances or descent from the original Lessor hereunder, so that Lessee may be informed of changes in the proper payee for payments made under this Lease. It is understood and agreed that the covenants made by the Lessee to Lessor under this Lease ownership of the subject lands, and that said rights must pass with said ownership and are not subject to retention by the party identified herein as OWNER in the event of such a change in the surface ownership.

32. <u>Execution</u>. This Lease and Addendum shall be executed in duplicate, one (1) executed original to be held by Lessor and one (1) executed original to be held by Lessee. Lessee may elect to file of record only an agreed Memorandum of the Lease in lieu of the actual Lease and Addendum. Upon written request of Lessor, Lessee shall record the actual Lease and Addendum with the Register of Deeds for the county or countries where the leased property is situated. Such recording request may not be made before three (3) years following execution of this Lease. If Lessee fails to record the lease following written request permitted herein, Lessor may record the Lease and Addendum and Lessee shall reimburse Lessor for recording fees.

33. <u>Damage to Unplugged Abandoned Wells</u> In the event LESSEE'S drilling operations on the leased premises cause any previously drilled unplugged abandoned well now located on LESSOR'S lands to leak salt water or gas and become hazardous, LESSEE shall at its sole cost and expense, repair, plug and make safe any such well.

34. By written request to the Lessee, Lessor may reserve from the leased premises through any well thereon producing gas, provided the gas pressure is high enough, gas for use in one dwelling and dwelling outbuildings for domestic purposes to the extent of 100,000 cubic feet per year, or such part thereof per year as Lessor requires; subject, however, to the operation and pumping by lessee of its wells and pipelines on the premises, the lessee to make the necessary connection at a cost agreed in advance in writing and Lessor to assume all risk in using the gas. Said connection must be made at a reasonable location designated by lessee and may be at any gas line of

Lessee on said premises; subject, however, to the right of Lessee at any time to abandon, take up, remove, repair or change any of its lines or abandon any of its wells, Lessee not being liable for any expense, shortage or failure of gas which may arise by reason of said changes, lack of gas pressure or abandonment. Moreover, Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, costs or expenses that Lessee might incur as a result of the installation, operation and maintenance of such gas facilities by Lessor. Lessor agrees to pay for all gas used in excess of the quantity reserved at the then existing well head price established by Lessee and further agrees that Lessee, at its option, may deduct from any royalty accruing to Lessor hereunder any amount owed to Lessee by reason of Lessor's use of gas in excess of the quantity of gas which may be reserved under the terms hereof. Said established price shall not exceed the highest posted domestic rate for any public utility in the country in which the leased premises is located, and measurement and regulation shall be by meter furnished by lessee and regulations furnished by lessor and set at the tap on the line. If lessor's use of the gas reserved at anytime interferes with lessee's operation of the leased premises, lessor agrees at the option of the lessee, and after receipt of written notice, to discontinue the use of the gas reserved and to accept in lieu thereof and in full consideration therefore, a cash payment of Two Hundred Dollars (\$200.00) per annum. If lessor resides on leased premises and elects in writing not to utilize any reserve gas, lessee agrees to make a cash payment of Two Hundred Dollars (\$200.00) per annum in lieu thereof.

LESSOR:

The Steven E. and Jeanette Miller Living Trust dated January 30, 1996

<u>Steven E hiller</u> Steve<u>n E</u>arl Miller a/k/a Steven E. Miller, Trustee matte milla

Jeanette Miller, Trustee

#### Exhibit "A"

The East Half of the Northeast Quarter (E2 NE/4); and beginning at the Northeast Corner of the Southeast Quarter (NE/C SE/4) of Section Twenty-Six (26), Township Twenty-Seven (27) South, Range Fourteen (14) East of the Sixth Principal Meridian; thence West eighty (80) rods; thence South fourteen (14) rods; thence in a Northeasterly direction along a hedge which is to be the line (and said hedge fence is a partnership fence) to the East line of said Southeast Quarter (SE/4) to a point five (5) rods South of the place of beginning; thence North to beginning; AND,

The West Half of the Southeast Quarter (W2 SE/4); and the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section Twenty-Six (26); Township Twenty-Seven (27) South, Range Fourteen (14) East of the Sixth Principal Meridian;

**AND, ALSO,** the South Half of the Northwest Quarter of the Southwest Quarter (S2 NW/4 SW/4) and the South Half of the Southwest Quarter (S2 SW/4), LESS AND EXCEPT, a strip 12 rods wide along the North side of the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section Eleven (11); **AND**,

The Northwest Quarter of the Northeast Quarter (NW/4 NE/4) and the West half of the Southwest Quarter of the Northeast Quarter (W/2 SW/4 NE/4) and all that part of the West Half of the Northwest Quarter of the Southeast Quarter (W/2 NW/4 SE/4) and all that part of the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) and all that part of the Northwest Quarter (NW/4) of Section Fifteen (15), that lies on the North and East Bank that is the left bank of the Verdigris River; **AND**,

The South Half of the Southeast Quarter of the Southwest Quarter (S/2 SE/4 SW/4) and the South Half of the Southeast Quarter (S/2 SE/4) less railroad right-of-way; and the South Half of the North Half of the Southeast Quarter (S/2 N/2 SE/4) less railroad right-of-way, of Section Ten (10); AND,

All that part of the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section Sixteen (16), that lies East of the Santa Fe Railway right-of-way and North of the Verdigris River, all being in Township Twenty-Eight (28) South, Range Fifteen (15) East and subject to Missouri Pacific Right-of-Way;

ALSO, the following described tract of land situated in the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Ten (10), Township Twenty-Eight (28) South, Range Fifteen (15) East and described as follows, to-wit; Commencing at a point on a Southwesterly line of Verdigris Street, 12 feet southeasterly of the line running East and West through the center of said Section Ten (10) and running thence southeasterly along the westerly line of Verdigris Street to the intersection with the southerly line of Avenue D; thence northeasterly along the southerly line of Avenue D, 230 feet; thence Southeasterly at right angles, 360 feet to southerly line of Avenue E; thence Northeasterly along the Southerly line of Avenue E, 150 feet to the westerly line of Wilson Street; thence Southeasterly along the westerly line of Wilson Street, to the East line of said Section Ten (10); thence South on the East line of Section Ten (10) to the Southeast corner of the North Half of the North Half of the Southeast Quarter (N/2 N/2 SE/4) of said Section Ten (10); thence West to a point 824 feet East of the East line of the Verdigris Valley, Independence & Western Railroad right-of-way; thence Northeasterly to point of beginning, LESS AND EXCEPT: the following described tract of land, to wit: Commencing at crossing of extended Northwesterly line of Avenue D and the Southwesterly line of Verdigris Street; thence along the continued line of Avenue D, 50 feet; thence West to wagon road from Southwest end of Avenue C to Davis place; thence North along wagon road to the Southwesterly line of Verdigris Street; thence along the Southwesterly line of Verdigris Street to beginning; AND,

The Southwest Quarter of the Southeast Quarter (SW/4 SE/4); AND the East Half of the Southwest Quarter (E2 SW/4), North and East of the Verdigris River in Section Twenty-Three (23); AND,

**ALSO**, that part of the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) lying North and East of the Verdigris River, and the Northwest Quarter of the Northeast Quarter (NW/4 NE/4) of Section Twenty-Six (26); all in Township Twenty-Seven (27) South, Range Fourteen (14) East of the Sixth P.M.;

**AND,** Beginning at a point 759 feet North of the Southeast corner of the Northwest Quarter (SE/C NW/4) of Section Twenty-Three (23), Township Twenty-Eight (28) South, Range Fifteen (15) East; thence South 25 degrees 00 minutes West 1905 feet; thence North 50 degrees 10 minutes West 1617.2 feet; thence North 42 degrees 28 minutes West 1619.5 feet; thence East 2258.2 feet to center of river; thence down the river to point of beginning, containing 78.8 acres more or less;

**AND,** the following described tract: The Northeast Quarter of Section Twelve (12), Township Twenty-Eight (28) South, Range Fourteen (14) East of the 6<sup>th</sup> Principal Meridian, Wilson County, Kansas; less and more particularly described as follows: a tract of land located in the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) commencing at the Northeast Corner (NE/C) of Section Twelve (12); thence South 00 degrees 00 minutes 00 seconds East, the assumed basis of bearing, along the East line of the Northeast Quarter, a distance of 895.45 feet to the point of beginning; thence South 00 degrees 00 minutes 00 seconds East, along the East line of the Northeast Quarter, a distance of 288.59 feet; thence South 89 degrees 25 minutes 08 seconds West, a distance of 446.20 feet; thence North 00 degrees 05 minutes 29 seconds West, a distance of 277.13 Feet; thence North 87 degrees 57 minutes 00 seconds East, a distance of 446.90 feet to the East line of the Northeast Quarter of Section Twelve (12) and the point of beginning; **AND**,

All that part of the Southwest Quarter (SW/4) of Section Ten (10), and the South Half of the Southeast Quarter (S2 SE/4) of Section Nine (9) AND the North Half of the Northeast Quarter (N2/NE4) of Section Sixteen (16), Township Twenty-Eight (28) South, Range Fifteen (15) lying South and East of the Verdigris River and North and West of Santa Fe Railroad in Wilson County, Kansas; AND,

All that part of the South Half of the Southwest Quarter of the Northeast Quarter (S/2 SW/4 NE/4) and the North Half of the Northwest Quarter of the Southeast Quarter (N2 NW/4 SE/4) and the North Half of the Southwest Quarter (N2 SW/4); the North Half of Southeast Quarter of the Southwest Quarter (N/2 SE/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) which lies South and East of a line drawn parallel with and 150 feet measured Southeasterly at right angles from the center of the Chicago, Kansas and Western Railroad and West of the right-of-way of the Verdigris Valley, Independence and Western Railroad, all in Section Ten (10), Township Twenty-Eight (28), Range Fifteen (15) East in Wilson County, Kansas; AND,

The South Half of the Southeast Quarter (S2 SE/4); and the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Twelve (12), Township Twenty-Eight (28) South, Range Fifteen (15) East of the 6<sup>th</sup> P.M.; Wilson County, Kansas; **AND**,

The West Half of the Southwest Quarter (W2 SW/4); and the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of Section Seven (7), Township Twenty-Eight (28) South, Range Sixteen (16) East of the 6<sup>th</sup> P.M.; Wilson County, Kansas;

**LESS AND EXCEPT:** Beginning at the Southeast Corner of the Northeast Quarter of the Southwest Quarter (SE/C NE/4 SW/4) of Section Seven (7), Township Twenty-Eight (28) South, Range Sixteen (16) East; thence North about 120 feet to Bluff; thence in a Northwesterly direction following the meandering of the bluff to the West line of the said Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of Section Seven (7); thence South about 150 feet to the South Line of said Northeast Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (NE/4 SW/4) of Section Seven (7); thence east 80 rods to point of beginning; said tract being all that portion of said Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of Section Seven (7), Township Twenty-Eight (28) South, Range Sixteen (16) East, lying South of bluff, containing 5 acres, more or less;

**ALSO, LESS AND EXCEPT:** A tract of land lying in the Southwest Quarter (SW/4) of Section Seven (7), Township Twenty Eight (28) South, Range Sixteen (16) East, as described by the following metes and bounds: Beginning at a point at the top of a rock bluff 1400 feet North of the Quarter Section Corner on the South line of said Section Seven (7); thence North 645 Feet to the North bank of Crooked Creek; thence Westerly along the North bank of said creek to a point 931 feet West of the Quarter Section line; thence South 19 degrees 30 minutes East 376 feet to the top

of the bluff; thence Easterly and Southeasterly along the top of the bluff to the South line of the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of said section Seven (7); thence East 180 feet, more or less, crossing a canyon to the top of the bluff; thence Northeasterly and Easterly along the top of the bluff to the place of beginning, containing 10.9 acres, more or less;

**AND, ALSO LESS AND EXCEPT:** A tract of land described as beginning at the Northeast Corner of the Southwest Quarter (NE/C SW/4) of Section Seven (7); Township Twenty Eight (28) South, Range Sixteen (16) East; thence South 24.5 rods; thence Northwesterly 36 rods to within 8 rods of the North line of said quarter section; thence East 29 rods to place of beginning, containing 3 acres, more or less.

## Summary of Changes

Lease Name and Number: S. Miller A-5

API/Permit #: 15-205-27720-00-00

Doc ID: 1028270

Correction Number: 1

Approved By: Rick Hestermann 05/12/2009

Field Name	Previous Value	New Value
ElevationPDF	860 Estimated	867 Estimated
Feet to Nearest Water Well Within One-Mile of	N/A	NA
Pit Fresh Water Information Source: KDWR	Yes	No
Ground Surface Elevation	860	867
KCC Only - Approved By	Rick Hestermann 11/13/2008	Rick Hestermann 05/12/2009
KCC Only - Date Received	11/11/2008	05/12/2009
KCC Only - Permit Date	11/12/2008	05/12/2009
KCC Only - Production Comment		Oil & Gas lease attached.
KCC Only - Regular Section Quarter Calls	W2 SW SE	NW NE NW SE
LocationInfoLink	https://solar.kgs.ku.edu/ kcc/detail/locationInform ation.cfm?section=26&t	https://solar.kgs.ku.edu/ kcc/detail/locationInform ation.cfm?section=26&t

## Summary of changes for correction 1 continued

Field Name	Previous Value	New Value
Number of Feet East or West From Section Line	2310	1830
Number of Feet East or West From Section Line	2310	1830
Number of Feet North or South From Section	660	2590
Line Number of Feet North or South From Section	660	2590
Line Quarter Call 2	SW	NW
Quarter Call 2	SW	NW
Quarter Call 3	W2	NE
Quarter Call 3	W2	NE
Quarter Call 4 - Smallest		NW
Quarter Call 4 - Smallest		NW
Save Link	//kcc/detail/operatorE ditDetail.cfm?docID=10 23935	//kcc/detail/operatorE ditDetail.cfm?docID=10 28270

## Summary of Attachments

Lease Name and Number: S. Miller A-5 API: 15-205-27720-00-00 Doc ID: 1028270 Correction Number: 1 Approved By: Rick Hestermann 05/12/2009

Attachment Name

Miller, StevenJeanette - Lease