

For KCC Use:	
Effective Date: _	
District #	
0040	

Spud date: _

_ Agent: _

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form C-1 October 2007 Form must be Typed Form must be Signed

Expected Spud Date:	month	day	year	S	pot Description:		
	monar	uay	year	(0		Sec Twp	
PERATOR: License#					· -		I / S Line of Secti
ame:							/ W Line of Secti
ddress 1:				Is	S SECTION: Regular	Irregular?	
ddress 2:					(Note: Locate we	ell on the Section Plat on i	reverse side)
ty:				C	County:		
ontact Person:					ease Name:		
ione:				F	ield Name:		
ONTRACTOR: License#					s this a Prorated / Spaced Field		Yes
ame:					arget Formation(s):		
Well Drilled For:	Well Class:	Ty	pe Equipment:	N	learest Lease or unit boundar	y line (in footage):	
Oil Enh F	lec Infield	Γ	Mud Rotary	G	Fround Surface Elevation:		feet MS
Gas Storag		xt.	Air Rotary	٧	Vater well within one-quarter r	nile:	Yes I
Dispo	´ =	<u> </u>	Cable	Р	bublic water supply well within	one mile:	Yes
Seismic ; # o	f Holes Other				epth to bottom of fresh water		
Other:					epth to bottom of usable water		
If OWING: ald wall	information as falls:	WC:			Surface Pipe by Alternate:		
If OWWO: old well	information as folio	WS:			ength of Surface Pipe Planne		
Operator:					ength of Conductor Pipe (if ar		
Well Name:					rojected Total Depth:		
Original Completion Da	te: (Original Tot	al Depth:		ormation at Total Depth:		
estional Davistad sulla	٠٠٠٥ طالمين لمغصوب		□ Voo □ N		Vater Source for Drilling Opera		
ectional, Deviated or Holes, true vertical depth: _			Yes N		Well Farm Pond	Other:	
ottom Hole Location:				<u> </u>	WR Permit #:		
ittorii i iole Location						pply for Permit with DWR	
CC DKT #:							
CC DKT #:					Vill Cores be taken?		Yes 1
CC DKT #:					Yes, proposed zone:		
CC DKT #:				lf	Yes, proposed zone:		
				AFFIDA\	Yes, proposed zone:		
e undersigned hereby a	affirms that the dri	lling, com	pletion and eventua	AFFIDA\	Yes, proposed zone:		
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Well Not Drilled - Permit Expired Date: _ Signature of Operator or Agent:



IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

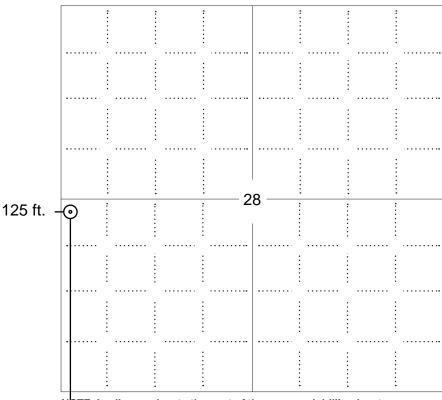
Plat of acreage attributable to a well in a prorated or spaced field

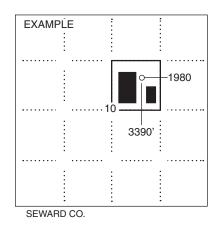
If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please 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
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.

2460 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).



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

29684 F

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)	Pit is: Proposed If Existing, date complete capacity:		SecTwpR East West Feet from North / South Line of Section Feet from East / West Line of Section
		(bbls)	County
Is the pit located in a Sensitive Ground Water	Area? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)
Is the bottom below ground level? Yes No	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?
Pit dimensions (all but working pits):	Length (fe	eet)	Width (feet) N/A: Steel Pits
Depth fr	om ground level to de	eepest point:	(feet) No Pit
material, thickness and installation procedure	ł.	liner integrity, in	ncluding any special monitoring.
Distance to nearest water well within one-mile	e of pit	Depth to shallo Source of infor	west fresh waterfeet.
feet Depth of water well	feet		redwell owner electric logKDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits ONLY:
Producing Formation:		Type of materia	al utilized in drilling/workover:
Number of producing wells on lease:		Number of wor	king pits to be utilized:
Barrels of fluid produced daily:		Abandonment	procedure:
Does the slope from the tank battery allow all flow into the pit? Yes No	spilled fluids to	Drill pits must I	pe closed within 365 days of spud date.
Submitted Electronically			
	KCC	OFFICE USE O	NLY Steel Pit RFAC RFAS
Date Received: Permit Num	ıber:	Perm	it Date: Lease Inspection:

FORM 88 — (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No. (5) Kansas Blue Print (20-115) (20-1

20th AGREEMENT, Made and entered into the

2006

by and between	Gerald Shipley Life Estate Gerald H. Shipley, Trustee
	717 E. 6th Street Oakley, KS. 67748
se mailing address is	. 2
Lessor, in consideration of is here acknowledged and of the royalties herein processing and other constituent products, injecting gas, water, other fluic and things thereon to produce, save, take care of, tre products manufactured therefrom, and housing and therein situated in County of	Lessor, in consideration of One and more contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of treat, manufacture, process, store and transportsaid oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, there is not a follows to with any reversionary rights and after-acquired inverses. State of Kansas
***See Addendum attached h	hereto and made a part hereof:
In Section XXX Township accretions thereto.	XXX Range XXX and containing 480 acres, more or less, and all
Subject to the provisions herein contained, as oil, liquid hydrocarbons, gas or other respective. In consideration of the premises the said leafly and of editors to the credit of lessor, free	Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled. In consideration of the premises the said lessee covenants and agrees: Ist. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced and saved
at the market premises at the well, (but, as to gas sold premises, or in the manufacture of products therefi as royalty One Dollar (\$1.00) per year per net mir	2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the
meaning of the preceding paragraph. This lease may be maintained during the primary term hereof without further of this lease or any extension thereof, the lessee shall have the right to drill such well is found in paying quantities, this lease shall continue and be in force with like effect as if If said lessor owns a less interest in the above described land than the entire the said lessor only in the proportion which lessor's interest bears to the whole and undi Lessee shall have the right to use, free of cost, gas, oil and water produced on sa When requested by lessor. lessee shall bury lessee's pipe lines below plow depth.	meaning of the preceding paragraph. This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease may be maintained during the primary term hereof without further completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.
No well shall be drilled nearer than 200 fee Lessee shall pay for damages caused by les	No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land.
Lessee shall have the right at any time to a If the estate of either party hereto is ass executors, administrators, successors or assigns. I lessee has been furnished with a written transfer with respect to the assigned portion or portions arisen to the less and time execute and delivent and the less and the such or provident and the less as a trainh working or mortions.	Lessee shall have the right at any time to remove all machinery and intruites placed on said premises, including the right to the extense constants hereof shall extend to their heirs. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their the executors, administrators, successors or assignment to a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. Lessee may at any time execute and deliver to lessor or place of record a releases covering any portion or portions described premises and thereby surrender this lease as to such cortions and he relieved of all obligations as to the accesse surrendered.
entremer uns sease as to secul portunt of polymons. All express or implied covenants of this le in whole or in part, nor lessee held liable in dama Regulation.	portion of portions and or reserved of an Object to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or
Lessor hereby warrants and agrees to defer any mortgages, taxes or other liens on the above signed lessors, for themselves and their heirs, suc as said right of dower and homestead may in any	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 for payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may may affect the purposes for which this lease is made, as recited herein.
Lessee, at its option, is hereby given the rimmediate vicinity thereof, when in lessee's judg conservation of oil, gas or other minerals in the event or units not exceeding 40 acres each in the event record in the conveyance records of the county is pooled into a tract or unit shall be treated, for all found on the pooled acreage, it shall be treated as royalties elsewhere herein specified, lessor shall placed in the unit or his royalty interest therein on	Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lesse or any portion thereof with other land, lesse or leasses in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lesse premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well or into a unit or units not exceeding 640 acres each in the event of an oil well or into a unit or units not a tract or unit shall be treated. For all proposes except the payment of royalties on production from the pooled only, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalty elements are therefore the relation of the interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.
***See Addendum attached hereto	hereto and made a part hereof:

SSN: 720-12-

IN WITNESS WHEREOF, the und

ADDENDUM TO OIL & GAS LEASE

between Gerald H. Shipley Life Estate, by Gerald H. Shipley, Trustee, whose address is 717 E. 6th Street, Oakley, KS. 67748, as Lessors and J. Fred Hambright, INC., as Lessee, Attached to and made a part hereof an Oil and Gas Lease dated July 20th, 2006, by and covering the following described property in Gove County, Kansas, to wit:

Township 13 South, Range 31 West

Section 28: NE/4 Section 28: NW/4

(Tract 2) (Tract 3)

Section 28: SE/4

- It is understood and agreed that the above described Tracts shall constitute separate and individual Leases according to the terms herein established. Production on a Tract described above will not extend lease on other tracts. -
- on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and contour as nearly as is When preparing development locations, the topsoil shall be segregated to be replaced ri
- all slushpits, level the location and restore the surface as nearly as is practicable. Lessee or assigns agrees to pay for all damages of any nature arising from its operations on the said In the event of drilling operations on the said land, Lessee or assigns agree to backfill w.
- equipment of Lessee shall be removed within six (6) months and all sites shall be restored It is understood and agreed that upon the termination of production on the Lease, all to their original condition as nearly as is practicable. 4.
- Also tank batteries and pumping grazes cattle on milo or corn stalks or wheat. Lessee or asigns agrees to comply with all equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor applicable Federal, State and Local laws and regulations. A sufficient dike shall be placed around tank batteries. S
- 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 \$10.00 multiplied by the number of net mineral acres owned by Lessor in the land herein above described and then subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended If at the end of the primary term, this lease is not otherwise continued in force under the for an additional term of **Three(3)** years from the end of the primary term hereof. 9

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- (PRODUCER'S SPECIAL) (PAID-UP) FORM 88

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AND GAS LEASE

Kansas Blue Print 700 S. Broadway PO Box 793 Wichtta, KS 67201-0793 316-264-9344-264-5165 fax www.kbp.com* kbp@klp.com

2006 husband her Hess, 5 Steven day of . Hess 19th Ann Leslie AGREEMENT, Made and between

Hays, Kansas 67601

PO BOX 1450

address is

mailing

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Lessor (whether

here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose investigating, exploring by geophysical and other means, prospecting for the respective of the producing gas, water, other fluids, and air into subsurface strate, laying pipe lines, storing oil, building tanks, power stations, lines, and other structures and the produces, injecting gas, water, other fluids, and air into subsurface strate, laying pipe lines, storing oil, building tanks, power stations, leephone lines, and other structures and the save, take care of, treat, manufacture, process, store and transports aid oil, liquid hydrocarbons, gases and their respective constituent products and other structures and other wind the structures of the structure of the save in the same of the structure of the same of the structure of the same of the structure of the same of the sa hereinafter caller Less hereinafter called L (1.00)Kansas One Wichita, #1415 Market and More 125 N. One Inc. Fred Hambright pue

West 31 Range South, Township 13

SE/4 29: Section containing

Subject to the provisions herein contained, this lease shall remain in force for a term of TWO (2) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced and saved from the lessed premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor owns which lessor's interest bears to the whole and undivided fee.

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

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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

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

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

It he estate of either party hereto is a saigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assignment or an true copy thereof. In case lessee assigns this lesse, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

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 by 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 understage and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lesse covered by the lessor shall be reserved may in any way affect the purposes for which this lesse covered by this less or any portion thereof with other land, lessee in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lesse premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be binto a unit or units not exceeding 40 acress each in the event of an oil well, or into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 40 acress each in the event of an oil well, or into a unit or units and on the pooled acresge, it shall be treated so fip production is had from this lesse, if it were included in this lesses. If production is production is had from this lesse, whether the well or other holder on the premises covered by this lesse end of the cause of the county is had from this lesse, whether the well or of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled only such portion of the royalty stipulated herein as the amount of the couple of placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled only such

- EXHIBIT A attached hereto and made a part hereof.

See ADDENDUM

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Leslie Ann

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(PRODUCER'S SPECIAL) (PAID-UP)

OIL AND GAS LEASE

2006

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Kansas

Wichita,

#1415

Market

125 N.

Inc.

Hays, Kansas 67601

PO Box 1450 ed Hambright

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Kansas Blue Print 700 S. Broadway PO Box 793 Windha, KS 57201-0793 316-264-9344 - 284-5165 fax www.kbp.com · kbp@kbp.com

husband her Hess 5 Steven and Ann Hess 19th Leslie AGREEMENT, Made

Lessor, in consideration of CNC MORE AND MOLE AND MOLE AND MOLE ASSET AND Dollars (\$ CITE (1...O)) in hand paid, receipt of which is here acknowledged and of the repair of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting dolling, mining and operating for and producting oil, liquid hydrocarbons, all gases, and their respective constituent products, indicating gas, water, other fulled, and air into subsurface strate, lughed lines, storing oil, building trans, powers stations, telephone lines, and other structures and things thereon to produce, are of treat, manufacture, process, store and transport asid oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest therein situated in County of GOVE hereinafter caller Less (1.00)One Kansas West 31 Range South, NE/4 and More Township 13 29 Section One

Subject to the provisions herein contained, this lease shall remain in force for a term of $\overline{\text{TWO}}$ (Z) years from this date (called "primary term"), and as long thereafter iquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees: containing Two (2) as oil, liq

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced and saved from the lessed premises.

at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty. One Dollar (\$1.00) pay year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the leasee shall commence to drill a well within the team or any extension thereof, the lease shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be a paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid lessor only in the proportion which lessor's interest bears to the whole and undivided fee. of this leafound in

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

When requested by lessee shall bury lessee's pipe lines below plow depth.

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

Lessee shall pay for damages caused by lessee's operations to growing crops on said premises, including the right to draw and remove casing.

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of renals or royalties shall be binding on the lessee has been furnished with a written transfer or assignment to the date of assignment.

sssee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the rights of the holder thereof, and the undersignes, 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 taxes or other liens on the assigns, hereby surrender and release all right of dower and homestead may in any way affect the purposes for which this lesse is made, as recited herein.

Sessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lesse or any portion thereof with other land; lesse or lesses in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lesse premises as to prome the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts configuous to one another and to be into a unit or units not exceeding 40 acrees each in the event of an oil well, or into a unit or units not exceeding 50 acrees each in the event of an oil well, or into a unit or units not exceeding 50 acrees each in the event of an oil well, or into a unit or units not exceeding 50 acrees each in the event of an oil well, or into a unit or units more excepting 40 acrees each in the event of an oil well, or into a unit or units and event of an oreage such that he had herein lessed is situated an instrument identifying and describing the production is found on this lesse, whether the well owells be located on the premises covered by this lesse or not. In lieu of the royalty interest therein on an acreage basis bears to the total spreage so pooled only such portion of the royalty stipulated herein as the amount of the royalty interest therein on an acreage basis bears to be a part to the very second of the particular unit involved.

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attached hereto and made a part hereof. - EXHIBIT A ADDENDUM See

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Ann Leslie

513-58-8030 #SS

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- (PRODUCER'S SPECIAL) (PAID-UP) FORM 88

OIL AND GAS LEASE

Kansas Blue Print 700 S. Broadway PO Box 793 Windha, YS SZO1-0793 316-264-934 - 264-5165 fax www.kbp.com · kbp@kbp.com

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and									*			hereinafter caller Lessee:	r Lessee:
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therein situated in County of	ounty	of	8	Gove				State of	Kansas	as		described as follows to-wit:	's to-wit:
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Section 28:

Subject to the provisions herein contained, this lease shall remain in force for a term of TWO (2) years from this date (called "primary term"), and as long thereafter inquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the emises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the sains of the preceding paragraph. at the ma

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease may be maintained during the primary term hereof without further payment on with reasonable difference and dispatch, and if oil or gas, or either of them, be for this lease or any extension thereof, the leases shall sometimes and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest hears to the whole and undivided fee.

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

Lessee shall be drilled nearer than 200 feet to the house or bern now on said premises, including the right to draw and remove casing.

Lessee shall be drilled nearer than 200 feet to the house or bern now on said premises, including the right to draw and remove casing.

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

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

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, in whole or in part, is expressly allowed, the covenants hereof shall extend to their heirs, if the estate of either party hereois assigns, but no change in the ownership of the land or assignment of remove presser and the estimate of the saigneed portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions and be relieved of all obligations as or the acreage surrender this lesses as to such portions or portions and be relieved of all obligations as covering any or in part, no

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 was more regarded. The states 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 undersasses and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lesse covered by this lessor any portion thereof with other land lessor is lessed, when in lesses, when the right and power to pool or combine the acrease of the release is udgment it is necessary or advisable to do so in order to properly develop and operate said lesse premises on as to promote the immediate vicinity thereof, when in lesses is udgment it is necessary or advisable to do so in order to properly develop and operate said lesse premises on a conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a more occasing 40 acres each in the event of an oil well, or into a unit or outles not acreaded as it is not in the event of an oil well, or into a unit or outles of acres each in the readed, for all purposes accept the payment of royalties on production from the pooled unit, as if it were included in this lesse. If production is pooled into a tract or unit shall be treated, for all purposes accept the payment of royalties on production from the pooled acreage.

The treated as if production is had from this lesse, whether the well or wells be located on the premises covered by this lesse or not. In lieu of the convey interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

The treated lessor shall be treated on production from a unit so pooled only such pooled on the produc

See ADDENDUM - EXHIBIT A attached hereto and made a part hereof.

as of the day and ye Leslie Ann Hess ESS WHEREOF the undersi

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