



For KCC Use:  
 Effective Date: \_\_\_\_\_  
 District # \_\_\_\_\_  
 SGA?  Yes  No

KANSAS CORPORATION COMMISSION 1032208  
 OIL & GAS CONSERVATION DIVISION

Form C-1  
 October 2007

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

**NOTICE OF INTENT TO DRILL**

Must be approved by KCC five (5) days prior to commencing well

Expected Spud Date: \_\_\_\_\_  
 month day year

OPERATOR: License# \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address 1: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_

CONTRACTOR: License# \_\_\_\_\_  
 Name: \_\_\_\_\_

<b>Well Drilled For:</b>	<b>Well Class:</b>	<b>Type Equipment:</b>
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable

If OWWO: old well information as follows:  
 Operator: \_\_\_\_\_  
 Well Name: \_\_\_\_\_  
 Original Completion Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_

Directional, Deviated or Horizontal wellbore?  Yes  No  
 If Yes, true vertical depth: \_\_\_\_\_  
 Bottom Hole Location: \_\_\_\_\_  
 KCC DKT #: \_\_\_\_\_

Spot Description: \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W  
 (00000) \_\_\_\_\_ feet from  N /  S Line of Section  
 \_\_\_\_\_ feet from  E /  W Line of Section

Is SECTION:  Regular  Irregular?  
 (Note: Locate well on the Section Plat on reverse side)

County: \_\_\_\_\_  
 Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_  
 Field Name: \_\_\_\_\_  
 Is this a Prorated / Spaced Field?  Yes  No

Target Formation(s): \_\_\_\_\_  
 Nearest Lease or unit boundary line (in footage): \_\_\_\_\_  
 Ground Surface Elevation: \_\_\_\_\_ feet MSL  
 Water well within one-quarter mile:  Yes  No  
 Public water supply well within one mile:  Yes  No

Depth to bottom of fresh water: \_\_\_\_\_  
 Depth to bottom of usable water: \_\_\_\_\_  
 Surface Pipe by Alternate:  I  II  
 Length of Surface Pipe Planned to be set: \_\_\_\_\_  
 Length of Conductor Pipe (if any): \_\_\_\_\_  
 Projected Total Depth: \_\_\_\_\_  
 Formation at Total Depth: \_\_\_\_\_

Water Source for Drilling Operations:  
 Well  Farm Pond Other: \_\_\_\_\_  
 DWR Permit #: \_\_\_\_\_

(Note: Apply for Permit with DWR )  
 Will Cores be taken?  Yes  No  
 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**

**For KCC Use ONLY**  
 API # 15 - \_\_\_\_\_  
 Conductor pipe required \_\_\_\_\_ feet  
 Minimum surface pipe required \_\_\_\_\_ feet per ALT. I II  
 Approved by: \_\_\_\_\_  
**This authorization expires:** \_\_\_\_\_  
 (This authorization void if drilling not started within 12 months of approval date.)  
 Spud date: \_\_\_\_\_ Agent: \_\_\_\_\_

**Remember to:**

- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- 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: \_\_\_\_\_  
 Signature of Operator or Agent: \_\_\_\_\_



1032208

**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: \_\_\_\_\_

Lease: \_\_\_\_\_

Well Number: \_\_\_\_\_

Field: \_\_\_\_\_

Number of Acres attributable to well: \_\_\_\_\_

QTR/QTR/QTR/QTR of acreage: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Location of Well: County: \_\_\_\_\_

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W

Is Section:  Regular or  Irregular

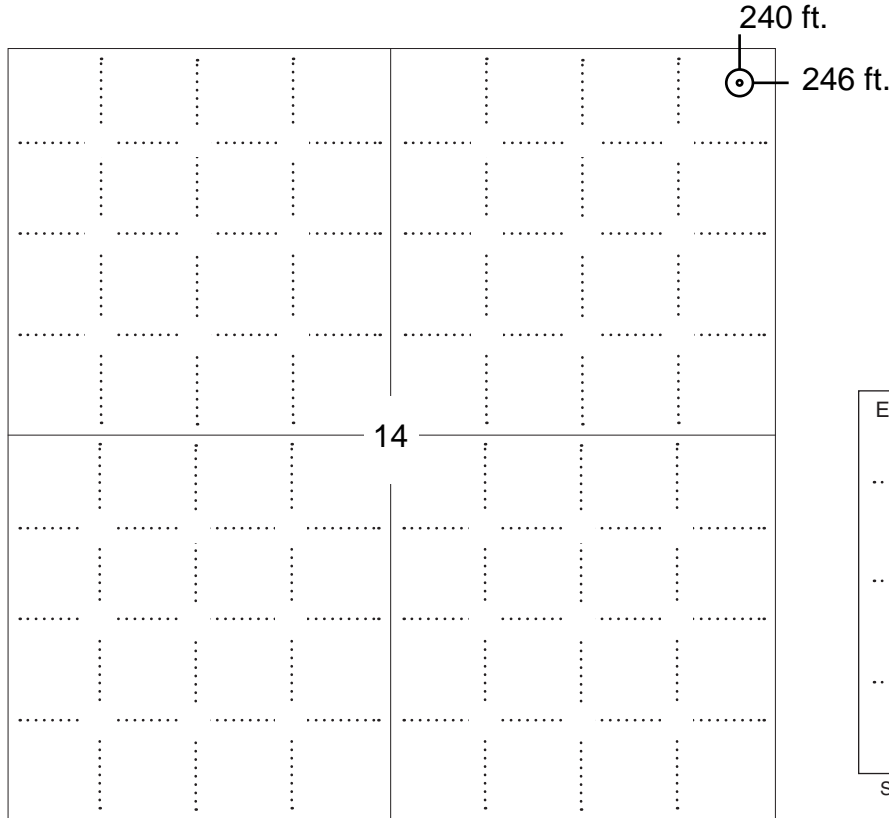
**If Section is Irregular, locate well from nearest corner boundary.**

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.**

**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 1032208  
OIL & GAS CONSERVATION DIVISION

Form CDP-1  
April 2004  
Form must be Typed

**APPLICATION FOR SURFACE PIT**

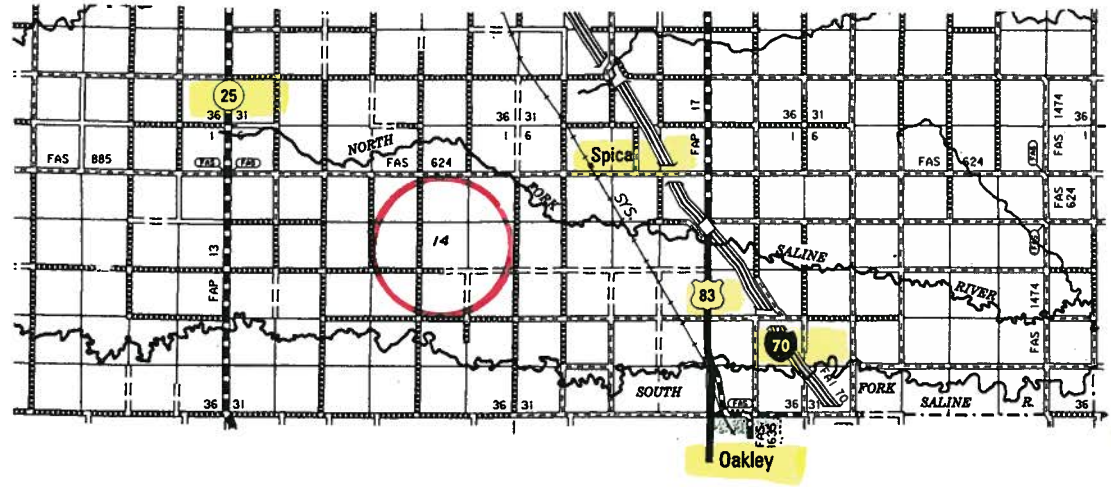
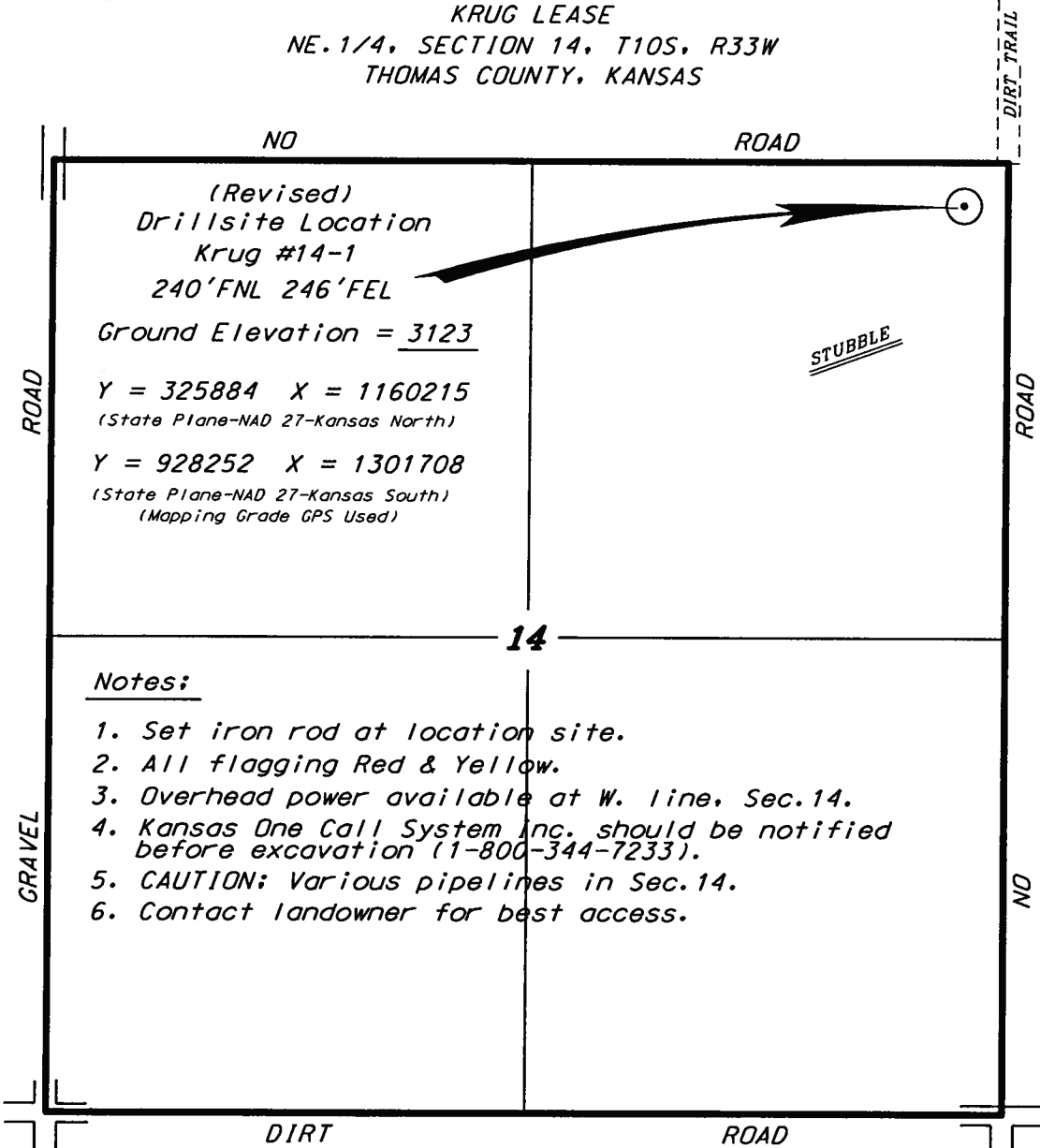
*Submit in Duplicate*

Operator Name: _____		License Number: _____	
Operator Address: _____			
Contact Person: _____		Phone Number: _____	
Lease Name & Well No.: _____		Pit Location (QQQQ): _____-_____-_____-_____	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?		_____	
Pit dimensions (all but working pits): _____ Length (feet)    _____ Width (feet)    _____ N/A: Steel Pits Depth from ground level to deepest point: _____ (feet)    _____ No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit _____ feet    Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: _____ measured    _____ well owner    _____ electric log    _____ KDWR	
<b>Emergency, Settling and Burn Pits ONLY:</b> Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

<b>KCC OFFICE USE ONLY</b>		Steel Pit	RFAC	RFAS
Date Received: _____	Permit Number: _____	Permit Date: _____	Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No	

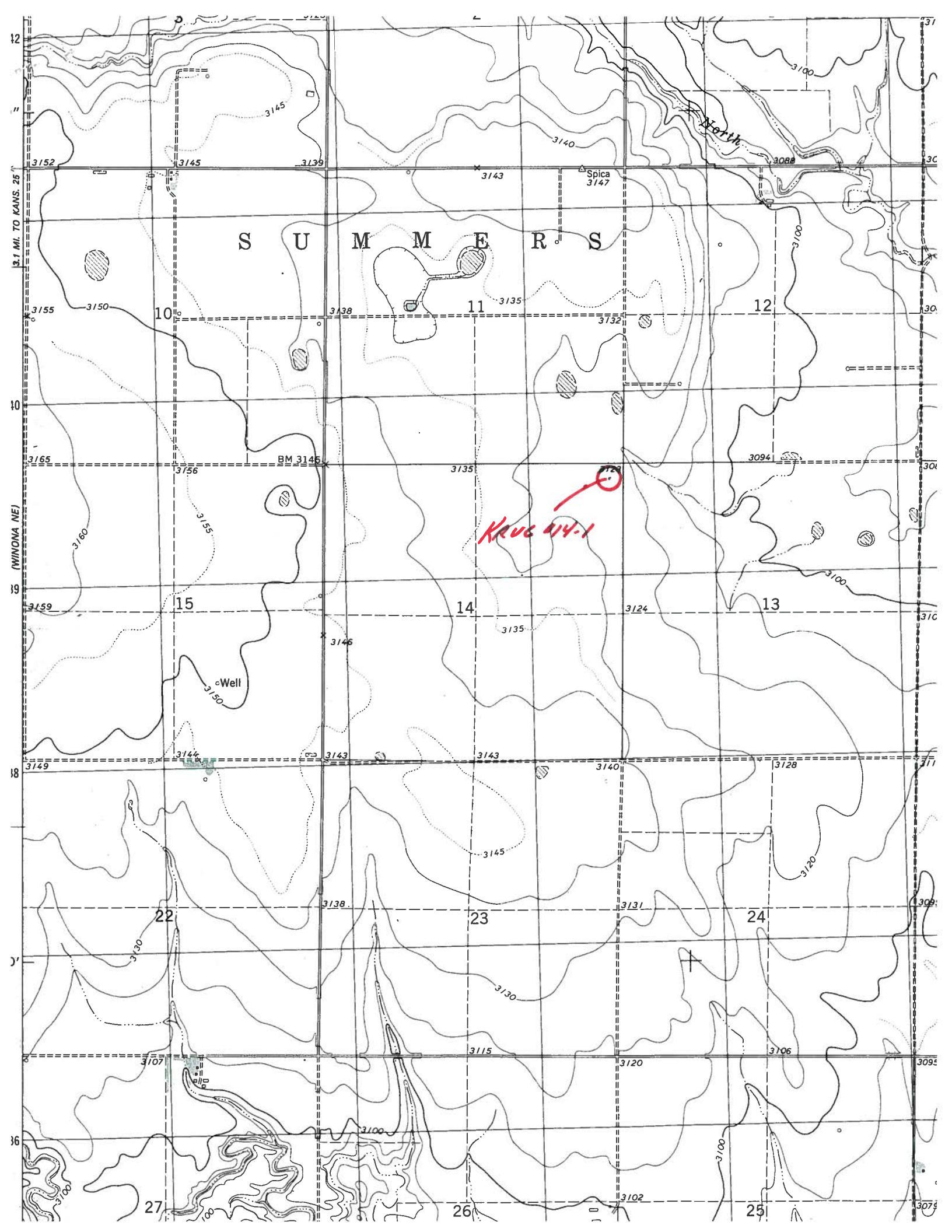
O'BRIEN RESOURCES, LLC  
 KRUG LEASE  
 NE.1/4, SECTION 14, T10S, R33W  
 THOMAS COUNTY, KANSAS

\* Ingress and egress to location as shown on this plot is per usage only and may not be legally opened for public use. Contact landowner, tenant and county road department for access.



\* Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 640 acres.  
 \* Approximate section lines were determined using the normal standard of care of oilfield surveyors practicing in the state of Kansas. The section corners, which establish the precise section lines, were not necessarily located, and the exact location of the drillsite location in the section is not guaranteed. Therefore, the operator, securing this service and accepting this plot and all other parties relying thereon agree to hold Central Kansas Oilfield Services, Inc., its officers and employees harmless from all losses, costs and expenses and said entities released from any liability from incidental or consequential damages.  
 \* Elevations derived from National Geodetic Vertical Datum.

Date September 2, 2009



**INFO FOR EXCEPTION  
(ORIGINALS)**

**TO LOCATION**

**KRUG #14-1**

**THOMAS CO., KS**

Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697



Phil Wilson  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

O'BRIEN ENERGY COMPANY  
Foreign For-Profit Corporation  
Louisiana, USA  
[File Number: 12714806]

Into

O'Brien Resources, LLC  
Domestic Limited Liability Company (LLC)  
[File Number: 800892357]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 11/30/2007

Effective: 11/30/2007



A handwritten signature in black ink that reads "Phil Wilson".

Phil Wilson  
Secretary of State

Phone: (512) 463-5555  
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>  
Fax: (512) 463-5709  
TID: 10343

Dial: 7-1-1 for Relay Services  
Document: 194577720002

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, WEST 183<sup>rd</sup> STREET COMPANY, LLC, a Kansas Limited Liability Company, 1605 East Second Street, Wichita, KS 67214 hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby Sell, Assign, Transfer, Set Over and Deliver unto O'BRIEN ENERGY COMPANY, a Louisiana Corporation, P.O. Box 6149, Shreveport, LA 71136 an undivided 46.00% of 8/8ths and unto VIRCO, INC., a Delaware Corporation, P.O. Box 100, Reno, Ohio 45773 an undivided 46.00% of 8/8ths (hereinafter called Assignee, whether one or more) INTEREST in and to the oil and gas leases described on Exhibit "A" attached hereto and made a part hereof said leases being located in Thomas County, Kansas together with a like interest in and to the personal property and equipment located on said lease(s) and used or obtained in connection therewith.

Assignor herein excepts and reserves unto itself an overriding royalty interest of 1/16th of 8/8ths (6.25%). Said overriding royalty interest shall be proportionately reduced in the event the lease(s) assigned hereby cover less than the full mineral interest on a lease-by-lease/tract-by-tract basis.

This Assignment is made subject to the terms and conditions of that certain Oil and Gas Project Agreement dated January 31, 2006 between Assignor and Assignee.

And for said consideration the Assignor covenants with the Assignee, his heirs, successors or assigns that (1) the Assignor is the lawful owner of and has good title to the interest above assigned in and to said leases, estate, rights and property, free and clear from all liens, encumbrances or adverse claims that (2) said leases are valid and subsisting leases on the land above described, and (3) all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, this 10<sup>th</sup> day of September, 2007. Effective November 30, 2006.

WEST 183<sup>RD</sup> STREET COMPANY

BY: [Signature]  
James L. Robbins, Partner

BY: [Signature]  
Michael L. Crouch, Partner

INDEXED  
MICROFILMED



FILE NUMBER 20071812 BK 189 PAGE 438 - 440  
RECORDED 10/9/2007 at 11:37 AM  
RECORDING FEE: \$16.00  
Thomas County, KANSAS  
LORA L. VOLK, DEPUTY  
MAYBELLE MOORE, REGISTER OF DEEDS

[Signature]



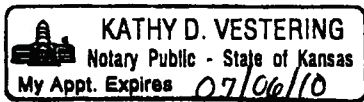
STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

Before me, the undersigned a Notary Public, within and for said County and State, on the 10<sup>th</sup> day of September, 2007 personally appeared JAMES L. ROBBINS, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Kathy D. Vestering  
Notary Public

My Commission Expires: 07/06/10



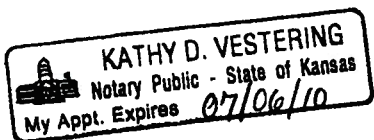
STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

Before me, the undersigned a Notary Public, within and for said County and State, on the 10<sup>th</sup> day of September, 2007 personally appeared MICHAEL L. CROUCH, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Kathy D. Vestering  
Notary Public

My Commission Expires: 07/06/10



**EXHIBIT 'A'**  
**THOMAS COUNTY, KANSAS**  
**ATTACHED TO AND MADE A PART OF ASSIGNMENT EFFECTIVE NOVEMBER 30, 2006**

LESSOR	LESSOR	COUNTY	SEC	TWN	RGE	DESC	GR ACS	DATE OF LEASE	RECORD BOOK	RECORD PAGE
Lloyd G. Lunsway	D.D. MORGAN	Thomas	4	10S	33W	N/2	320	7/21/2005	177	314
Alden Lynn Goossen, et ux	D.D. MORGAN	Thomas	5	10S	33W	NW/4	160	7/25/2005	177	329
Henry A. & Evelyn Regier	D.D. MORGAN	Thomas	5	10S	33W	NE/4	160	8/29/2005	177	320
Henry A. & Evelyn Regier	D.D. MORGAN	Thomas	5	10S	33W	SE/4	160	9/2/2005	177	323
Henry A. & Evelyn Regier	D.D. MORGAN	Thomas	5	10S	33W	SW/4	160	9/9/2005	177	326
Lloyd G. Lunsway	D.D. MORGAN	Thomas	4	10S	33W	SW/4	160	9/2/2005	177	316
J & W Farms, LLC	D.D. MORGAN	Thomas	32	9S	33W	NE/4	160	9/6/2005	177	302
J & W Farms, LLC	D.D. MORGAN	Thomas	32	9S	33W	SW/4	160	9/6/2005	177	311
J & W Farms, LLC	D.D. MORGAN	Thomas	32	9S	33W	SE/4	160	9/6/2005	177	308
J & W Farms, LLC	D.D. MORGAN	Thomas	32	9S	33W	NW/4	160	9/6/2005	177	305
Wayne & Jeanne Wilson Revocable Tr	D.D. MORGAN	Thomas	6	10S	33W	NE/4	160	9/6/2005	177	331
Wayne & Jeanne Wilson Revocable Tr	D.D. MORGAN	Thomas	6	10S	33W	SE/4	160	9/6/2005	177	334
Samuel A. Herbel	D.D. MORGAN	Thomas	4	10S	33W	SE/4	160	9/6/2005	177	318
John E. & Shirley Dornberger Trust	D.D. MORGAN	Thomas	33	9S	33W	S/2	320	11/17/2005	177	467
Steven E. Friesen, et ux	D.D. MORGAN	Thomas	33	9S	33W	N/2	320	11/17/2005	178	299
Goossen Revocable Trust	D.D. MORGAN	Thomas	11	10S	33W	SE/4	160	3/1/2005	175	148
Robert N. Schoenfeld, et ux	D.D. MORGAN	Thomas	12	10S	33W	N/2	320	3/2/2005	175	153
John Bradshaw, et ux	D.D. MORGAN	Thomas	7	10S	32W	NW/4	160	3/28/2005	175	132
Carson Peck, et ux	D.D. MORGAN	Thomas	7	10S	32W	NW/4	160	3/28/2005	175	134
Mark E. Myers, et ux	D.D. MORGAN	Thomas	12	10S	33W	S/2	320	3/31/2005	175	155
Mark E. Myers, et ux	D.D. MORGAN	Thomas	11	10S	33W	NW/4	160	3/31/2005	175	150
Robert L. Soucie, et ux	D.D. MORGAN	Thomas	19	10S	32W	N/2	320	4/25/2005	175	143
Regina C. Kobuszewski, et al	D.D. MORGAN	Thomas	13	10S	33W	N/2	320	6/30/2005	175	158
Diane Monty - AIF, et al	D.D. MORGAN	Thomas	13	10S	33W	N/2	320	6/30/2005	175	160
F & J Farms	D.D. MORGAN	Thomas	18	10S	32W	W/2	320	7/5/2005	175	141
Naomi R. Flipse Rev Trust	D.D. MORGAN	Thomas	18	10S	32W	E/2	320	7/8/2005	175	138
Morris F. Krug, et ux	D.D. MORGAN	Thomas	19	10S	32W	SW/4	160	7/8/2005	175	145
Charles Barnett, et ux	D.D. MORGAN	Thomas	7	10S	32W	SW/4	160	7/22/2005	175	136
Roy L. Murphy et ux	D.D. MORGAN	Thomas	7	10S	32W	NE/4	160	8/6/2005	175	211


ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, D. D. MORGEN (hereinafter called "Assignor"), for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **O'BRIEN RESOURCES, LLC**, whose mailing address is Post Office Box 6149, Shreveport, Louisiana 71136-6149 (hereinafter called "Assignee"), ALL RIGHT TITLE AND INTEREST in and to the oil and gas leases located in Thomas County, Kansas which are specifically described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration, the Assignor covenants with the Assignee, his heirs, successors or assigns, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said leases, estate, rights and property free and clear from all liens, encumbrances or adverse claims, that said leases are valid and subsisting leases on the lands described in said leases, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED this 15 day of October, 2009.

  
D. D. MORGEN

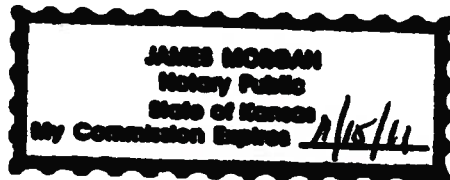
STATE OF KANSAS        )  
                                  )  
COUNTY OF SEDGWICK )

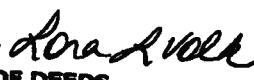
Before me, the undersigned, a Notary Public, within and for said County and State, on this 15<sup>th</sup> day of October, 2009, personally appeared D. D. Morgen, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

  
NOTARY PUBLIC  
James Morgan

My commission expires: 11/15/11



FILE NUMBER 20092351 BK 203 PG 692 - 693  
RECORDED 10/19/2009 at 4:40 PM  
RECORDING FEE: \$ 12.00  
Thomas County, KANSAS  
KARLA SULLIVAN, DEPUTY   
LORA L. VOLK, REGISTER OF DEEDS

INDEXED ✓✓  
MICROFILMED



**EXHIBIT "A"**

Attached to and made a part of that certain assignment dated October 15, 2009 by and between D. D. Morgen (assignor) and O'Brien Resources, LLC (assignee).

**LEASE SCHEDULE**

LESSOR	LESSEE	COUNTY	GROSS AC	LEASE DATE	ORIGINAL OIL BOOKPAGE	1ST RENEWAL OR EXTENSION DATE	1ST RENEWAL OR EXTENSION MONTH	2ND RENEWAL OR EXTENSION DATE	2ND RENEWAL OR EXTENSION MONTH	DESCRIPTION OF LANDS
F & J Farms	D. D. Morgen	Thomas	160	12-21-2007	191-547					Section 24, T10S, R33W; SE/4
Goossen Revocable Trust	D. D. Morgen	Thomas	160	06-20-2008	195-988	06-20-2008	195-988	05-18-2009	200-839	Section 11, T10S, R33W; SE/4
Mark E. Myers et ux	D. D. Morgen	Thomas	320	07-09-2008	195-403	07-09-2008	195-403			Section 12, T10S, R33W; S/2

EXTENSION OF OIL AND GAS LEASE



WHEREAS, O'Brien Resources, LLC

FILE NUMBER 20091393 BK 200 PG 839 - 839
RECORDED 5/28/2009 at 9:54 AM
RECORDING FEE: \$ 300
Thomas County, KANSAS
LORA L. VOLK, DEPUTY
MAYBELLE MOORE, REGISTER OF DEEDS

INDEXED MICROFILMED

is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Thomas County, State of Kansas:

Southeast Quarter (SE/4)

of Section 11, Township 10S, Range 33W and recorded in Book 195, Page 988 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on June 20, 2009 and the said owner(s) and holder(s) desire(s) to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of ---One and No/100--- Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of One (1) year from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed; that no delay rental is due and payable on June 20, 2009 under the terms of this extension; and that all previous rentals due under the terms of said lease have been timely and properly paid.

IN WITNESS WHEREOF, this instrument is signed on this the 18th day of May, 2009.

PAUL F. GOOSSEN AND HILDEGARD M. GOOSSEN

REVOCABLE TRUST

X Paul F. Goossen

Paul F. Goossen, Trustee

X Hildegard M. Goossen

Hildegard M. Goossen, Trustee

STATE OF Wisconsin )
COUNTY OF Oneida )

ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 18th day of May, 2009, personally appeared Paul F. Goossen and Hildegard M. Goossen, Trustees to me personally known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Appointment Expires: 3/31/13

Susan A. Miller
Notary Public

Susan A. Miller

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

63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No. 09-115



Kansas Blue Print 700 S. Broadway, PO Box 793 Wichita, KS 67201-0793 318-264-6344 294-6185 fax www.kbp.com kbp@kbp.com

AGREEMENT, Made and entered into the 20th day of June 2008

by and between Paul F. Goossen and Hildegard M. Goossen, Trustees of the Paul F. Goossen and Hildegard M. Goossen Revocable Trust, Dated February 18, 2003

whose mailing address is 6434 Pine Drive, Rhinelander, WI 54501 hereinafter called Lessor (whether one or more), and D. D. Morgen, P. O. Box 1184, Wichita, KS 67201

hereinafter called Lessee:

Lessor, in consideration of ---One and No/100--- Dollars (\$ 1.00 ) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreement 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 transport said 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 Thomas State of Kansas described as follows to-wit:

Southeast Quarter (SE/4)

In Section 11 Township 10S Range 33W and containing 160 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of One (1) 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 (1/8) 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 (1/8) at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) 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 this lease or any extension thereof, the lessee 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 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 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.

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 rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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 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 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 in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby granted the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land; lease or leases 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 lease 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on 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 royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion 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 in the particular unit involved.

INDEXED MICROFILMED



FILE NUMBER 20082222 BK 195 PAGE 988-989 RECORDED 9/11/2008 at 10:57 AM RECORDING FEE: \$12.00 Thomas County, KANSAS LORA L. VOLK, DEPUTY MAYBELLE MOORE, REGISTER OF DEEDS

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses: PAUL F. GOOSSEN AND HILDEGARD M. GOOSSEN REVOCABLE TRUST Hildegard M. Goossen, Trustee Paul F. Goossen, Trustee

Tax ID No.

STATE OF Wisconsin  
COUNTY OF Ozaukee

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of JUNE 2008  
by Paul F. Goossen and Hildegard M. Goossen, Trustees of the Paul F. Goossen and Hildegard M. Goossen Revocable Trust

My commission expires 7-5-09

Susan A. Miller  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

No. \_\_\_\_\_

OIL AND GAS LEASE

FROM

TO \_\_\_\_\_

Date June 20, 08

Section 11 Twp. 10S Rge. 33 W

No. of Acres 160 Term 1 year

Thomas County Kansas

STATE OF Kansas

County Thomas

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded

in Book \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

the records of this office.

By \_\_\_\_\_ Register of Deeds.

When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

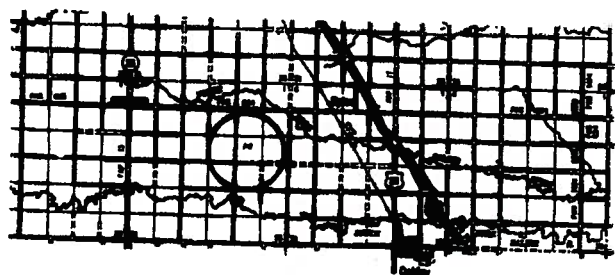
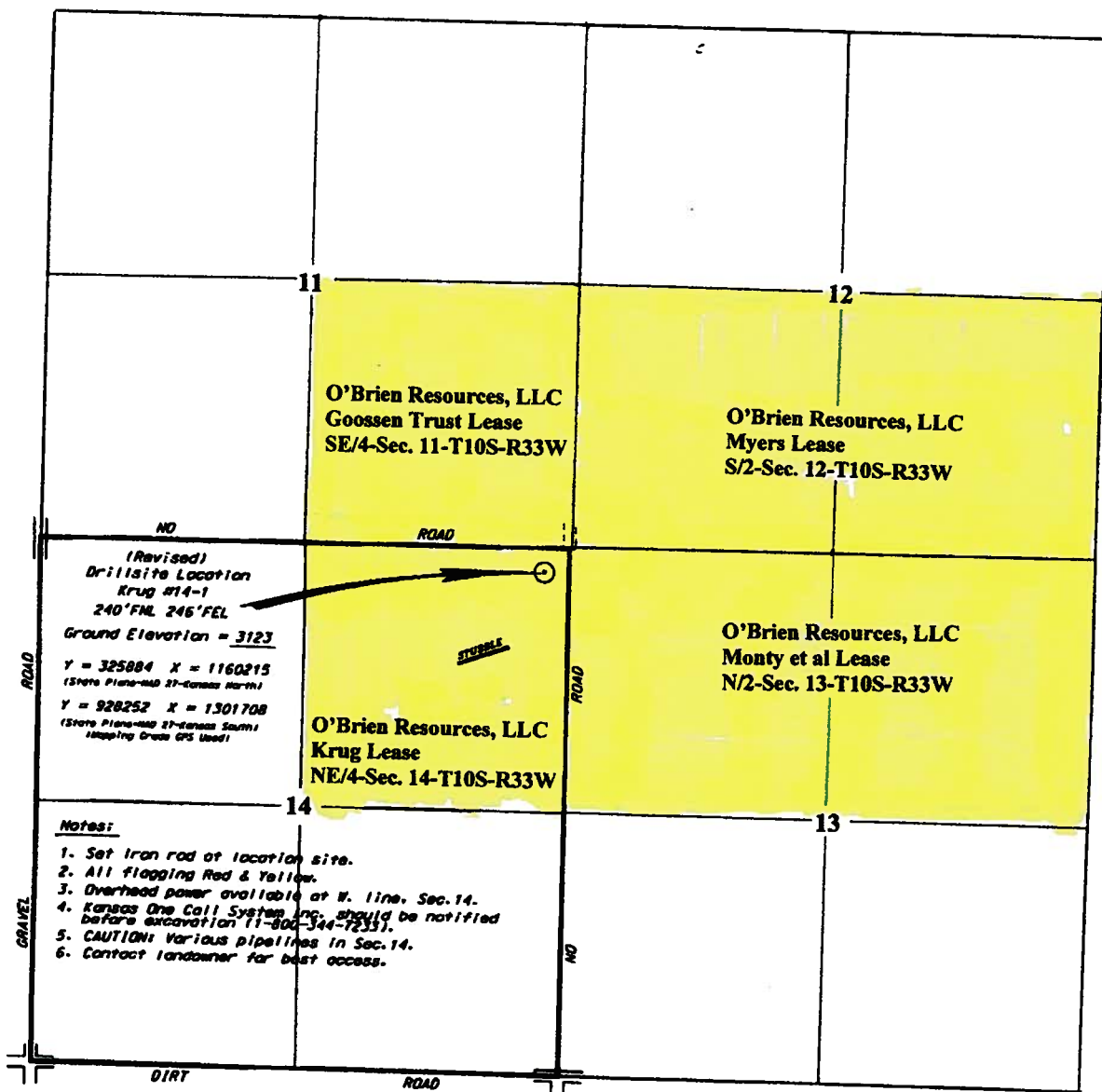
ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_  
of \_\_\_\_\_ a \_\_\_\_\_

corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_

Notary Public





EXTENSION OF OIL AND GAS LEASE

WHEREAS, O'Brien Resources, LLC

FILE NUMBER 20091472 BK 201 PG 76 - 76
RECORDED 6/4/2009 at 10:06 AM
RECORDING FEE: \$ 8.00
Thomas County, KANSAS
LORA L. VOLK, DEPUTY
MAYBELLE MOORE, REGISTER OF DEEDS



INDEXED MICROFILMED

is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Thomas County, State of Kansas:

North Half (N/2)

of Section 13, Township 10S, Range 33W and recorded in Book 175, Page 158 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on June 30, 2009 and the said owner(s) and holder(s) desire(s) to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of ---One and No/100--- Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of One (1) year from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed; that no delay rental is due and payable on June 30, 2009 under the terms of this extension; and that all previous rentals due under the terms of said lease have been timely and properly paid.

IN WITNESS WHEREOF, this instrument is signed on this the 27th day of May, 2009.

[Signature] Regina C. Kobuszewski
Regina C. Kobuszewski

STATE OF Kansas
COUNTY OF Washington

ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 27th day of May, 2009, personally appeared Regina C. Kobuszewski, a single woman personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Appointment Expires: 11-30-2012



[Signature] Kathryn S. Pralle
Notary Public

Kathryn S. Pralle

EXTENSION OF OIL AND GAS LEASE

BOOK 195 PAGE 171

WHEREAS, O'Brien Resources, LLC

gas lease on the following described land in Kansas is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Thomas County, State of Kansas:

North Half (N/2)

of Section 13, Township 10S, Range 33W and recorded in Book 175, Page 158 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on June 30, 2008 and the said owner(s) and holder(s) desire(s) to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of ---One and No/100--- Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of One (1) year from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed; that no delay rental is due and payable on June 30, 2008 under the terms of this extension; and that all previous rentals due under the terms of said lease have been timely and properly paid.

IN WITNESS WHEREOF, this instrument is signed on this the 25th day of June, 2008.

Regina C. Kobuszewski
Regina C. Kobuszewski



INDEXED MICROFILMED

FILE NUMBER 20081917 BK 195 PAGE 171
RECORDED 8/1/2008 at 10:54 AM
RECORDING FEE: \$ 8.00
Thomas County, KANSAS
LORA L. VOLK, DEPUTY
MAYBELLE MOORE, REGISTER OF DEEDS

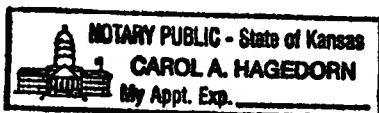
STATE OF Kansas
COUNTY OF Washington

ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 25th day of June, 2008, personally appeared Regina C. Kobuszewski, a single woman personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Appointment Expires: 3/19/2011



Carol A. Hagedorn
Notary Public
Carol A. Hagedorn

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

63U (Rev. 1993)

Recorder No. 09-115

Kansas Blue Print 700 S. Broadway PO Box 700 Wichita, KS 67201-0700 316-264-8344 264-8166 fax www.kbp.com kbp@kbp.com

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 30th day of June 2005 by and between Regina C. Kobuszewski, a single woman; P. O. Box 56, Hanover, KS 66945; Diane Monty, Attorney-in-Fact for Marie M. Monty; and George Monty, husband of Marie M. Monty, whose mailing address is 5425 Arpenattox Road, Davenport, Iowa 52806 and D. D. Morgen, P. O. Box 1184, Wichita, KS 67201 hereinafter called Lessor (whether one or more), hereinafter called Lessee:

Lessor, in consideration of Ten and No/100 Dollars (\$ 10.00 ) in hand paid, receipt of which is 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 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 transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for his employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Thomas State of Kansas described as follows to-wit:

North Half (N/2)

In Section 13 Township 10S Range 33W and containing 320 acres, more or less, and all accretions thereto.

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:

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 (1/8) 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 (1/8) at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) 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 this lease or any extension thereof, the lessee 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 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 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.

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 rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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 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 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 in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases 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 lease 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on 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 royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion 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 in the particular unit involved.

Lessee and/or assigns further agree in the event of drilling operations to return the surface of the land to its original contour as nearly as is possible.

This lease may be signed in counterparts.

FILE NUMBER 20051929 BK 175 PAGE 0158-159 RECORDED 08/11/2005 at 11:13 AM RECORDING FEE \$8.00 TECH FEE \$4.00 MAYBELLE MOORE, REGISTER OF DEEDS THOMAS COUNTY, KANSAS LORA VOLK, DEPUTY



NOTED MICROFILMED

Handwritten signature of Maybelle Moore.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses: X George Monty X Regina C. Kobuszewski Regina C. Kobuszewski

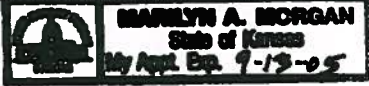
X Diane Monty, Attorney-in-Fact for Marie M. Monty

STATE OF Kansas  
COUNTY OF Washington

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 1st day of July, 2005  
by Regina C. Kobuszewski, a single woman ~~XXXX~~

My commission expires 9-13-05



*Marilyn A. Morgan*  
Notary Public  
Marilyn A. Morgan

STATE OF Iowa  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2005  
by Diane Monty, Attorney-in-Fact for Marie M. Monty; and  
George Monty, husband of Marie M. Monty

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

No. \_\_\_\_\_  
**OIL AND GAS LEASE**

FROM

TO

Date \_\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_

County \_\_\_\_\_

STATE OF \_\_\_\_\_

County \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_

day of \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded

in Book \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

the records of this office.

Register of Deeds.

By \_\_\_\_\_

When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_  
of \_\_\_\_\_ a \_\_\_\_\_  
corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_

Notary Public

EXTENSION OF OIL AND GAS LEASE

WHEREAS, O'Brien Resources, LLC

is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Thomas County, State of Kansas:

North Half (N/2)

of Section 13, Township 10S, Range 33W and recorded in Book 175, Page 160 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on June 30, 2009 and the said owner(s) and holder(s) desire(s) to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of ---One and No/100--- Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of One (1) year from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed; that no delay rental is due and payable on June 30, 2009 under the terms of this extension; and that all previous rentals due under the terms of said lease have been timely and properly paid.

IN WITNESS WHEREOF, this instrument is signed on this the 25th day of June, 2009.



INDEXED ✓  
MICROFILMED

✓x Diane M. Monty

Diane M. Monty

Attorney in Fact for Marie M. Monty

FILE NUMBER 20091659 BK 201 PG 669 - 669  
RECORDED 7/2/2009 at 9:54 AM

RECORDING FEE: \$ 8.00  
Thomas County, KANSAS  
LORA L. VOLK, DEPUTY

MAYBELLE MOORE, REGISTER OF DEEDS

Maybelle Moore

STATE OF Iowa  
COUNTY OF Scott

ACKNOWLEDGEMENT FOR INDIVIDUAL

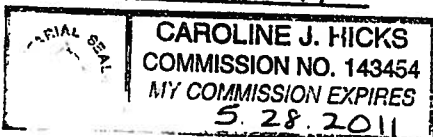
Before me, the undersigned, a Notary Public, within and for said County and State, on this 25th day of June, 2009, personally appeared Diane M. Monty, Attorney-in-Fact for Marie M. Monty, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Appointment Expires: 5.28.2011

Caroline J. Hicks  
Notary Public

Caroline J. Hicks



WHEREAS, O'Brien Resources, LLC

is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Thomas County, State of Kansas:

North Half (N/2)

of Section 13, Township 10S, Range 33W and recorded in Book 175, Page 160 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on June 30, 2008 and the said owner(s) and holder(s) desire(s) to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of ---One and No/100--- Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of One (1) year from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed; that no delay rental is due and payable on June 30, 2008 under the terms of this extension; and that all previous rentals due under the terms of said lease have been timely and properly paid.

IN WITNESS WHEREOF, this instrument is signed on this the 20th 24th day of June, 2008.

Marie M. Monty  
Diane M. Monty  
Attorney-in-Fact for  
Marie M. Monty



FILE NUMBER 20081918 BK 195 PAGE 172  
RECORDED 8/1/2008 at 10:54 AM  
RECORDING FEE: \$ 800  
Thomas County, KANSAS  
LORA L. VOLK, DEPUTY  
MAYBELLE MOORE, REGISTER OF DEEDS

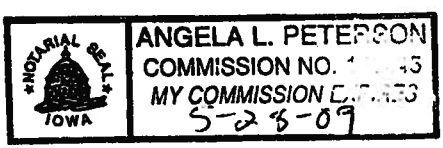
STATE OF Iowa  
COUNTY OF Scott

ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 24th day of June, 2008, personally appeared Diane M. Monty, Attorney-in-Fact for Marie M. Monty to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Appointment Expires: 5-28-09



Angela Peterson  
Notary Public  
Angela L. Peterson

63U (Rev. 1993)

Reorder No. 09-115



Kansas Blue Print 700 S. Broadway, PO Box 700 Wichita, KS 67201-0700 316-284-8344-284-5185 fax www.kbp.com kbp@kbp.com

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 30th day of June 200

by and between Regina C. Kobuszewski, a single woman; P. O. Box 56, Hanover, KS 66945; Diane Monty, Attorney-in-Fact for Marie M. Monty; and George Monty, husband of Marie M. Monty, whose mailing address is 5425 Arponattox Road, Davenport, Iowa 52806 and D. D. Morgen, P. O. Box 1184, Wichita, KS 67201 hereinafter called Lessor (whether one or more), hereinafter called Lessee:

Lessor, in consideration of ---Ten and No/100--- Dollars (\$ 10.00) in hand paid, receipt of which is 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 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 transport said 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 Thomas State of Kansas described as follows to-wit:

North Half (N/2)

In Section 13 Township 10S Range 33W and containing 320 acres, more or less, and all accretions thereto.

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:

- 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 (1/8) 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 (1/8) at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) 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 this lease or any extension thereof, the lessee 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 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 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.

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 rentals or royalties shall be binding on the lessee until after the lease has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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 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 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 in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases 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 lease 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on 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 royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion 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 in the particular unit involved.

Lessee and/or assigns further agree in the event of drilling operations to return the surface of the land to its original contour as nearly as is possible.

This lease may be signed in counterparts.

INDEXED MICROFILMED



FILE NUMBER 20051930 BK 175 PAGE 0160-161 RECORDED 08/11/2005 at 11:15 AM RECORDING FEE \$8.00 TECH FEE \$4.00 MAYBELLE MOORE, REGISTER OF DEEDS THOMAS COUNTY, KANSAS LORA VOLK, DEPUTY

Handwritten signature of Maybelle Moore

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses: x Diane M. Monty P.O.A. x Diane M. Monty P.O.A. George Monty By Diane M. Monty, Attorney-in-Fact #510-14-1006 Diane Monty, Attorney-in-Fact for Marie M. Monty Regina C. Kobuszewski

STATE OF Kansas  
COUNTY OF Washington

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2005  
by Regina C. Kobuszewski, a single woman ~~and~~

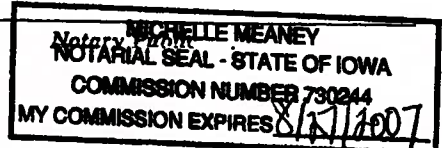
My commission expires \_\_\_\_\_  
Notary Public

STATE OF Iowa  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 6th day of July, 2005  
by Diane Monty, Attorney-in-Fact for Marie M. Monty; and Attorney-in-Fact for George Monty, husband of Marie M. Monty

My commission expires August 27, 2007 Michelle Meaney  
Michelle Meaney



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

No. \_\_\_\_\_

**OIL AND GAS LEASE**

FROM \_\_\_\_\_

TO \_\_\_\_\_

Date \_\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_ County \_\_\_\_\_

STATE OF \_\_\_\_\_

County \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the records of this office.

By \_\_\_\_\_ Register of Deeds.

When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_  
Notary Public



**ASSIGNMENT OF OIL AND GAS LEASES**

**KNOW ALL MEN BY THESE PRESENTS:**

That, the undersigned, **D. D. MORGEN**, hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **O'Brien Resources, LLC** (hereinafter called Assignee), **ALL RIGHT, TITLE AND INTEREST** in and to the following oil and gas leases:

Oil and Gas Lease dated August 2, 2008 by and between John A. Bradshaw and Ellen A. Bradshaw, his wife, Lessors, and D. D. Morgen, Lessee, recorded in Book 195, Page 896, covering the Northwest Quarter (NW/4) in Section 7, Township 10S, Range 32W, Thomas County, Kansas, containing 160 acres, more or less;

Oil and Gas Lease dated August 2, 2008 by and between Carson L. Peck and Ann M. Peck, Lessors, and D. D. Morgen, Lessee, recorded in Book 195, Page 894, covering the Northwest Quarter (NW/4) in Section 7, Township 10S, Range 32W, Thomas County, Kansas containing 160 acres, more or less;

Oil and Gas Lease dated August 19, 2008 by and between Ruth Nollette, Trustee of the Ruth Nollette Trust, Lessor, and D. D. Morgen, Lessee, recorded in Book 195, Page 855, covering the Southeast Quarter (SE/4) in Section 8, Township 10S, Range 33W, Thomas County, Kansas, containing 160 acres, more or less;

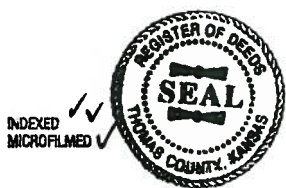
Oil and Gas Lease dated August 6, 2008 by and between Justin B. Wieland A/K/A Justin Wieland, a single man, Lessor, and D. D. Morgen, Lessee, recorded in Book 195, Page 562, covering the Northeast Quarter (NE/4) Except for tract described as follows: Beginning at the Northeast Corner of Section 12, Township 10 South, Range 33 West, thence South 1004.27 feet; thence West 2830.74 feet; thence Northwesterly on a left curve 427.23 feet; thence North 626.66 feet; thence East 3030 feet to the point of beginning, in Section 12, Township 10S, Range 33W, Thomas County, Kansas, containing 90 acres, more or less;

Oil and Gas Lease dated August 6, 2008 by and between Justin B. Wieland A/K/A Justin Wieland, a single man, Lessor, and D. D. Morgen, Lessee, recorded in Book 195, Page 560, covering the Northwest Quarter (NW/4) in Section 12, Township 10S, Range 33W, Thomas County, Kansas, containing 160 acres, more or less;

Oil and Gas Lease dated August 6, 2008 by and between Robert M. Schoenfeld and Georgette K. Schoenfeld, his wife, Lessors, and D. D. Morgen, Lessee, recorded in Book 196, Page 437, covering the Tract in the Northeast Quarter (NE/4) Section 12, Township 10 South, Range 33 West described as follows: Beginning at the Northeast Corner of said Section, thence South 1004.27 feet; thence West 2830.74 feet; thence Northwesterly on a left curve 427.23 feet; thence North 626.66 feet; thence East 3030 feet to point of beginning, in Section 12, Township 10S, Range 33W, Thomas County, Kansas containing 69 acres, more or less;

Oil and Gas Lease dated August 29, 2008 by and between **Morris Frederick Krug** and Barbara J. Krug, his wife, Robert W. Krug and Marlene K. Krug, his wife, Pauline E. Alksnis and Gunnar Alksnis, her husband, Lessors, and D. D. Morgen, Lessee, recorded in Book 196, Page 439, covering the Northeast Quarter (NE/4) in Section 14, Township 10S, Range 33W, Thomas County, Kansas containing 160 acres, more or less;

together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.



FILE NUMBER 20091233 BK 200 PAGE 350-  
RECORDED 5/1/2009 at 11:51 AM  
RECORDING FEE: \$1200  
Thomas County, KANSAS  
LORA L. VOLK, DEPUTY  
MAYBELLE MOORE, REGISTER OF DEEDS

*Maybelle Moore* 351

And for the same consideration the Assignor covenants with the Assignee, his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said leases, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said leases are valid and subsisting leases on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, this 24th day of October, 2008.

D. D. Morgen  
D. D. Morgen

STATE OF KANSAS        )  
                                  ) SS:  
COUNTY OF SEDGWICK)

Before me, the undersigned a Notary Public, within and for said County and State, on this 24th day of October, 2008 personally appeared D. D. Morgen, to me personally known to by the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 10-27-09  
 Doris J. Bennett  
Doris J. Bennett, Notary Public

EXTENSION OF OIL AND GAS LEASE

WHEREAS, O'Brien Resources, LLC

COPY

gas lease on the following described land in Thomas County, State of Kansas is/are the owner(s) and holder(s) of an oil and

Northeast Quarter (NE/4)

of Section 14, Township 10S, Range 33W and recorded in Book 196, Page 439 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on October 25, 2009 and the said owner(s) and holder(s) desire(s) to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of ---One and No/100--- Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of One (1) year from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed; that no delay rental is due and payable on October 25, 2009 under the terms of this extension; and that all previous rentals due under the terms of said lease have been timely and properly paid.

IN WITNESS WHEREOF, this instrument is signed on this the 9th day of October, 2009.

X Barbara J. Krug  
Barbara J. Krug

Morris Frederick Krug  
Morris Frederick Krug

X Marlene K. Krug  
Marlene K. Krug

X Robert W. Krug  
Robert W. Krug

X Gunnar Alksnis  
Gunnar Alksnis

X Pauline E. Alksnis  
Pauline E. Alksnis

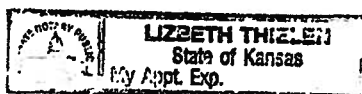
STATE OF Kansas  
COUNTY OF Russell

ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 9th day of October, 2009, personally appeared Morris Frederick Krug and Barbara J. Krug, his wife to me personally known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Appointment Expires: November 2011



Lizbeth Thiele  
Notary Public



\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

STATE OF Kansas  
COUNTY OF Russell

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

✓ The foregoing instrument was acknowledged before me this 9th day of October, 2009  
by Robert W. Krug and Marlene K. Krug,  
his wife

My commission expires 3/8/2012



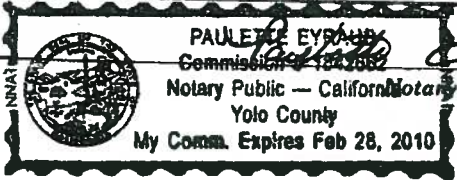
[Signature]  
Notary Public

STATE OF California  
COUNTY OF Yolo

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

✓ The foregoing instrument was acknowledged before me this 15 day of October, 2009  
by Pauline E. Alksnis and Gunnar Alksnis,  
her husband

My commission expires Feb 28, 2010



[Signature]  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_  
of \_\_\_\_\_ a \_\_\_\_\_  
corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_

Notary Public

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

63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No. 09-115



Kansas Blue Print 700 S. Broadway PO Box 703 Wichita, KS 67201-0703 316-264-8344 264-5185 fax www.kbp.com kbp@kbp.com

AGREEMENT, Made and entered into the 29th day of August 2008

by and between Morris Frederick Krug and Barbara J. Krug, his wife Robert W. Krug and Marlene K. Krug, his wife Pauline E. Alksnis and Gunnar Alksnis, her husband

whose mailing address is 130 Cindy Drive, Russell, KS 67665-3402 hereinafter called Lessor (whether one or more), and D. D. Morgen, P. O. Box 1184, Wichita, KS 67201

hereinafter called Lessee:

Lessor, in consideration of Ten and More Dollars (\$10.00) in hand paid, receipt of which is 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 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 transport said 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 Thomas State of Kansas described as follows to-wit:

Northeast Quarter (NE/4)

In Section 14 Township 10S Range 33W and containing 160 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of One (1) 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 (1/8) 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 (1/8) at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) 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 this lease or any extension thereof, the lessee 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 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 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.

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 rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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 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 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 in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases 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 lease 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on 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 royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion 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 in the particular unit involved.

(Subject to Terms and Conditions Exhibit "A" attached herewith.)

INDEXED MICROFILMED



FILE NUMBER 20082421 BK 196 PAGE 439-441 RECORDED 10/2/2008 at 11:18 AM RECORDING FEE: \$16.00 Thomas County, KANSAS LORA L. VOLK, DEPUTY MAYBELLE MOORE, REGISTER OF DEEDS

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses: Barbara J. Krug, Marlene K. Krug, Gunnar Alksnis, Morris Frederick Krug, Robert W. Krug, Pauline E. Alksnis

STATE OF Kansas  
COUNTY OF Russell

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 8th day of September, 2008, by Morris Frederick Krug and Robert W. Krug and Marlene K. Krug, his wife and Barbara J. Krug, his w.

My commission expires November 3, 2010



Lizbeth Thielen  
Notary Public  
Lizbeth Thielen

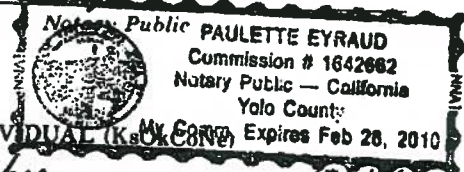
STATE OF California  
COUNTY OF Yuba

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 23 day of September, 2008, by Pauline E. Alksnis her husband and Gunnar Alksnis,

My commission expires Feb. 28, 2010

Paulette Eyraud  
Notary Public



STATE OF California  
COUNTY OF Yuba

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 23 day of September, 2008, by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

No. \_\_\_\_\_

OIL AND GAS LEASE

FROM

TO

Date \_\_\_\_\_

Section \_\_\_\_\_

Twp. \_\_\_\_\_

Rge. \_\_\_\_\_

No. of Acres \_\_\_\_\_

Term \_\_\_\_\_

County \_\_\_\_\_

STATE OF \_\_\_\_\_

County \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_

day of \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded

in Book \_\_\_\_\_

Page \_\_\_\_\_

of \_\_\_\_\_

the records of this office.

Register of Deeds.

By \_\_\_\_\_

When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_

Notary Public

## EXHIBIT "A"

OIL AND GAS LEASE ADDENDUM

1. Lessors reserve the right of prior approval of the location of all lease roads, pipeline and tank batteries, said prior approval not to be unreasonably denied or withheld.
2. Lease roads shall be located and constructed to be compatible with farming practices and access to well locations. Gravel shall be used sparingly and in no case shall gravel which will not pass a ½ inch screen be used in such road construction. Brine or salt water shall not be sprayed or dumped on lease roads.
3.
  - (a) In construction of any pit, topsoil shall be removed and segregated from subsoil; on closing such pit, subsoil shall be placed in the pit first and covered with the topsoil and the surface left in tillable condition.
  - (b) No debris or trash of any kind shall be permitted to accumulate upon the leased premises and shall be hauled away from the premises. No concrete, wood, tin cans, bottles or other refuse shall be put in pits which are later to be closed, except on prior approval of lessor.
4. All pipelines and electric lines shall be buried not less than twenty-four inches below surface, except upon prior approval of lessor. All electric lines on lessor's property shall remain buried. In the event the electric lines cannot be buried, lessee must obtain prior approval from lessor as to the location of electric poles and lines on lessor's property, said prior approval not to be unreasonably denied or withheld.
5. All tank batteries shall be surrounded by earthen dikes not less than thirty inches high. In the event of escape of salt water or crude oil from tanks, it shall be cleaned up forthwith, and not allowed to soak into the soil.
6. If well site preparation or seismographing is to be undertaken, lessee will consult with the surface operator to agree upon the best route of access to the site, and to reach an agreement on other problems which are of mutual concern to lessee and the surface operator. On completion of seismographing or site preparation, lessee shall confer promptly with surface operator to determine the crop damage.
7. In the event of escape of salt water, lessee shall consult with lessor to determine the method of restoration of the surface land, which may vary from removal and replacement of contaminated soil to treatment with gypsum or other chemicals.
8. Upon termination of production, lessee shall within ninety (90) days, remove all equipment, clear all sites and restore the surface of all sites to their original condition as nearly as practicable.

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, D. D. MORGEN (hereinafter called "Assignor"), for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **O'BRIEN RESOURCES, LLC**, whose mailing address is Post Office Box 6149, Shreveport, Louisiana 71136-6149 (hereinafter called "Assignee"), ALL RIGHT TITLE AND INTEREST in and to the oil and gas leases located in Thomas County, Kansas which are specifically described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration, the Assignor covenants with the Assignee, his heirs, successors or assigns, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said leases, estate, rights and property free and clear from all liens, encumbrances or adverse claims, that said leases are valid and subsisting leases on the lands described in said leases, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED this 15 day of October, 2009.

D. D. Morgen  
D. D. MORGEN

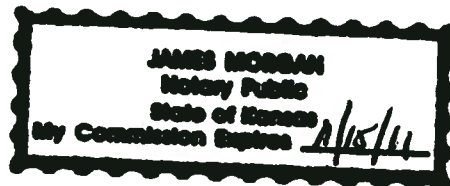
STATE OF KANSAS     )  
  )  
COUNTY OF SEDGWICK )

Before me, the undersigned, a Notary Public, within and for said County and State, on this 15<sup>th</sup> day of October, 2009, personally appeared D. D. Morgen, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

James Morgan  
NOTARY PUBLIC  
James Morgan

My commission expires: 11/15/11



FILE NUMBER 20092351 BK 203 PG 692 - 693  
RECORDED 10/19/2009 at 4:40 PM  
RECORDING FEE: \$ 12.00  
Thomas County, KANSAS  
KARLA SULLIVAN, DEPUTY Karla Volk  
LORA L. VOLK, REGISTER OF DEEDS

INDEXED ✓  
MICROFILMED ✓





**EXHIBIT "A"**

Attached to and made a part of that certain assignment dated October 18, 2009 by and between D. D. Morgen (assignor) and O'Brien Resources, LLC (assignee).

**LEASE SCHEDULE**

LESSOR	LESSEE	COUNTY	CRS/AC	LEASE DATE	ORIGINAL OIL BOON/PAGE	1ST RENEWAL OR EXTENSION DATE	1ST RENEWAL OR EXTENSION BOON/PAGE	2ND RENEWAL OR EXTENSION DATE	2ND RENEWAL OR EXTENSION BOON/PAGE	DESCRIPTION OF LANDS
F & J Farms	D. D. Morgen	Thomas	160	12-21-2007	191-547					
Goossen Revocable Trust	D. D. Morgen	Thomas	160	06-20-2008	195-988	06-20-2008	195-988	05-18-2009	200-839	Section 24, T10S, R33W; SE/4
Mark E. Myers et ux	D. D. Morgen	Thomas	320	07-09-2008	195-403	07-09-2008	195-403			Section 11, T10S, R33W; SE/4 Section 12, T10S, R33W; S/2



OIL AND GAS LEASE

AGREEMENT, Made and entered into the 9th day of July 2008 by and between Mark E. Myers and Ronda F. Myers, his wife

whose mailing address is 2376 County Road K, Colby, KS 67701 and D. D. Morgen, P. O. Box 1184, Wichita, KS 67201 hereinafter called Lessor (whether one or more),

Lessor, in consideration of ---One and No/100--- Dollars (\$ 1.00) in hand paid, receipt of which is 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 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 transport said 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 Thomas State of Kansas described as follows to-wit:

South Half (S/2)

In Section 12 Township 10S Range 33W and containing 320 acres, more or less, and all accretions thereto.

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 (1/8) 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 (1/8) at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) 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 this lease or any extension thereof, the lessee 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 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 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.

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 rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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 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 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 in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases 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 lease 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on 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 royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion 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 in the particular unit involved.

(Subject to Terms and Conditions Exhibit "A" attached herewith.)

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.



Witness: X Ronda F. Myers Ronda F. Myers

Witness: X Mark E. Myers Mark E. Myers

STATE OF Kansas  
COUNTY OF Thomas

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 7th day of July August, 2008,  
by Mark E. Myers  
his wife and Ronda F. Myers,

My commission expires 1-11-2011

Jeanne R. Tuma



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

No. \_\_\_\_\_

OIL AND GAS LEASE

FROM

TO

Date \_\_\_\_\_

Section \_\_\_\_\_

No. of Acres \_\_\_\_\_

County \_\_\_\_\_

STATE OF \_\_\_\_\_

County \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_

day of \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded

in Book \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

the records of this office.

By \_\_\_\_\_ Register of Deeds.

When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_  
of \_\_\_\_\_ a \_\_\_\_\_  
corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_

Notary Public

EXHIBIT "A"

It is agreed that Lessor contemplates the use of the surface of the leased premises for irrigated agricultural purposes and notwithstanding any of the provisions of this lease to the contrary, the following conditions and restrictions shall apply:

1. Lessee agrees that no operations, including but not limited to drilling and reworking operations, which would interfere with the operations of the irrigation system installed or to be installed on the leased premises, shall be conducted on the leased premises between February 15 and November 1 of any year without the prior written consent of the Lessor. In the event a producing oil and or gas well is completed, Lessee agrees to situate and install the well head surface equipment, pumping unit, and related equipment for each well in such a manner so as not to interfere with the operation of said irrigation system, and Lessee further agrees that all tank batteries and other gathering and treating equipment will be situated in such a way in one of the extreme corners of the leased premises so that it will not interfere with the operation of the said irrigation system on the leased premises.
2. Lessee shall pay for damage caused by any and all Lessee's operations on said land including but limited to growing crops and roadways. All the pits used in connection with drilling operations shall be filled in such manner so that all material connected with said pits will not interfere in any way with normal farming operations or the operation of the irrigation system installed or to be installed on the leased premises. Lessee agrees that the location used for said operations will be restored as nearly as possible to the original contour.
3. Lessor reserves the right to designate the direction and location of every road or roadway on the premises, and no road, roadway or easement shall be constructed, layed or in any manner layed to and from any well location or drill site except as may be so designated by Lessor, provided only that such road shall, upon the request of Lessee, be so designated and the width thereof shall be sufficient for normal operations, within ten (10) days.
4. All pipelines which shall be constructed under this lease shall be buried to a depth of thirty-six (36) inches and so layed as not to interfere with farming operations.

SIGNED FOR IDENTIFICATION:

X Mark E. Myers  
Mark E. Myers

X Ronda F. Myers  
Ronda F. Myers

FILE NUMBER 20082000 BK 195 PAGE 403 - 405  
RECORDED 8/14/2008 at 11:44 AM  
RECORDING FEE: \$16.00  
Thomas County, KANSAS  
LORA L. VOLK, DEPUTY  
MAYBELLE MOORE, REGISTER OF DEEDS

INDEXED ✓  
MICROFILMED ✓

