For KCC Use:

Effective D	Date:
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District	#	
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SGA?	Yes	No

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form C-1 October 2007 Form must be Typed Form must be Signed All blanks must be Filled

1032658

NOTICE OF INTENT TO DRILL

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

Expected Spud Date:	Spot Description:
month day year OPERATOR: License#	(a/a/a/a) - - Sec. Twp. S. R. E W
Address 1:	Is SECTION: Regular Irregular?
Address 2:	
City: State: Zip: +	(Note: Locate well on the Section Plat on reverse side)
Contact Person:	County:
Phone:	Lease Name: Well #:
CONTRACTOR: License# Name:	Field Name:
Well Drilled For: Well Class: Type Equipment: Oil Enh Rec Infield Mud Rotary Gas Storage Pool Ext. Air Rotary Disposal Wildcat Cable Seismic ; # of Holes Other Other:	Nearest Lease or unit boundary line (in footage): Ground Surface Elevation:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
KCC DKT #:	Will Cores be taken?
	If Yes, proposed zone:

AFFIDAVIT

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

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

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

Submitted Electronically

	Remember to:
For KCC Use ONLY	 File Drill Pit Application (form CDP-1) with Intent to Drill;
API # 15	- File Completion Form ACO-1 within 120 days of spud date;
Conductor pipe requiredfeet	 File acreage attribution plat according to field proration orders; Notify appropriate district office 48 hours prior to workover or re-entry;
Minimum surface pipe required feet per ALT. I II	- Submit plugging report (CP-4) after plugging is completed (within 60 days);
Approved by:	- Obtain written approval before disposing or injecting salt water.
This authorization expires:	- If this permit has expired (See: authorized expiration date) please check the box below and return to the address below.
(This authorization void if drilling not started within 12 months of approval date.)	Well Not Drilled - Permit Expired Date:
Spud date: Agent:	Signature of Operator or Agent:
-F	



1032658

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

Side Two

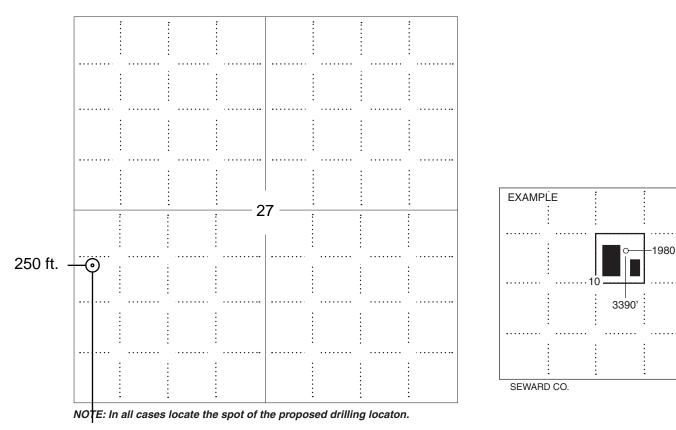
Plat of acreage attributable to a well in a prorated or spaced field

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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and wells acreage attribution unit for gas wells and wells acreage attribution unit for gas wells acreage attribution unit for gas wells acre

API No. 15	
Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R E W
Number of Acres attributable to well:	Is Section: Regular or Irregular
QTR/QTR/QTR of acreage:	
	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.)



1880 ft.

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

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

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1032658

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:	Pit is:		···			
Emergency Pit Burn Pit	Proposed	Existing	SecTwpR East West Feet from North / South Line of Section			
Settling Pit Drilling Pit	If Existing, date c	constructed:				
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from East / West Line of Section			
		(bbls)		County		
Is the pit located in a Sensitive Ground Water	Area? Yes	No		mg/l		
Is the bottom below ground level?	Artificial Liner?	No	How is the pit lined if a pla	<i>y Pits and Settling Pits only)</i> stic liner is not used?		
Pit dimensions (all but working pits):	Length (fo	eet)	Width (feet)	N/A: Steel Pits		
	om ground level to d			No Pit		
Distance to nearest water well within one-mile	e of pit	Depth to shallo Source of infor	west fresh water	feet.		
feet Depth of water well	feet			electric log KDWR		
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits ON	LY:		
Producing Formation:		Type of materia	al utilized in drilling/workover	:		
Number of producing wells on lease:		Number of wor	king pits to be utilized:			
Barrels of fluid produced daily:		Abandonment	procedure:			
Does the slope from the tank battery allow all spilled fluids to flow into the pit?			be closed within 365 days of spud date.			
Submitted Electronically						
	ксс	OFFICE USE OI	NLY Steel Pit	RFAC RFAS		
Date Received: Permit Num	ber:	Perm	it Date: Le	ase Inspection: Yes No		

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

OIL AND GAS LEASE

· · · · · · · · · · · · · · · · · · ·		
THIS AGREEMENT, Entered into this	May	
betweenDorothy A. York Irrevocable Trust		
P.O. Box 218		
Healy, KS 67850		hereinafter called lessor,
andThomas Energy, Inc., 209 E. William, Ste. 9	08, Wichita, KS 67	202, hereinafter called lessee, does witness:
1. That lessor, for and in consideration of the sum of	d more y granted, leased, and let and by n, and with the right to unitize this ose of carrying on geological, ge- oil, gas, gas condensata, gas di brine, and other fluids and subst brine, and other structures thereon or	Dollars in hand paid and of the covenants these presents does hereby grant, lease, and let exclusively lease or any part thereof with other oil and gas leases as to ophysical and other exploratory work thereon, including core stillate, casinghead gasoline and their respective constituent ances into the subsurface strate, and for constructing roads, accessed or conversient for the experiment of and
water, brine, and other substances into the subsurface strate, said tract of land be	ing situated in the County of	Gove
State ofKansas	, and described as follows:	
Township 15 South, Range 29 West, Section 27: SW/4	(SEAL)	STATE OF KANSAS, GOVE COUNTY SS Filed for record this 19 day of 1124 A.D. 2009 at 11:00 o'clock A M. and duly recorded in Book 163 ofPage 111-112 Maty Register of Deeds Fee \$Register of Deeds
containing	r less.	
2. This lease shall remain in force for a term of	produced.	primary term") and as long thereafter as oil, gas, casinghead
3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or in produced and saved from the leased premises, or at the lessee's option may pay grade and gravity prevailing on the day such oil is run into the pipe line or into stor	to the lessor for such one-eighth	ay connect its wells the equal one-eighth (1/8th) part of all oil (1/8th) royatly the market price at the wellhead for oil of like
4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the prigas, gas used for the manufacture of gasoline or any other product, and all other not sold by the lessee, lessee may pay or tender annually at or before the end of wells, an amount equal to one dollar per net mineral acre, and while said shut in being produced in paying quantities. The first yearly period during which such gas	gases, including their constituent sach yearly period during which s walth is so paid or tendered, it w	t parts, produced from the land herein leased. If such gas is uch gas is not sold, as a shut-in royally, whether one or more all be considered under all armisings of this leave that gas is
5. This lease is a paid-up lease and may be maintained during the primary ter		· · · ·
6. In the event said lessor owns a less interest in the above described land shall be paid to said lessor only in the proportion which his interest bears to the w to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.	hole and undivided fee, however,	a simple estate therein then the royalties herein provided for In the event the title to any interest in said land should revert
7. The lessee shall have the right to use free of cost, gas, oil and water found	f on said land for its operations th	Person, except water from existing wells of the lessor. When

required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations thereon, except water nom existing weits or the lessor. When drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royatiles, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royatiles or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner with each original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner with each or such as the recorded instrument of conveyance or necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.

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

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

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

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

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

14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 60 acres each in the event of a noil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the country in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payment of royalities on production from the pooled unit, as if it were included in this lease or not. Any well drilled on such unit shall be and constitute a well hereunder. In lieu of the royalities elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royality stipulated herein as the amount of his net royality interest therein on an acreage basis bears to the total mineral acreage so pooled in the arreage so pooled in the arreage so pooled in the arreage so pooled in the royality stipulated herein as the amount of his net royality interest therein on an acreage basis bears to the total mineral acreage so pooled in the involved.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

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

DOROTHY A. YORK IRREVOCABLE TRUST

Dwight A. York, Trustee

Dana Y. Shay, Trustee



KS 129_01

1630111

KS 129-01

STATE OF	KANSAS			
COUNTY OF_	LANE)ss.)	ACKNOWLEDGMENT FOR INDIVIDUAL	
This i	nstrument was acknowledged to i <u>ht A. York and Dana Y. Shay,</u>	me this	<u>14th</u> day of <u>May</u>	
Dwig	thy A. York Irrevocable Trust	00-110	stees of the	
My commissio	n expires: <u>2-23-20/3</u>		Loute Stocklin	ary Public
			Loretta Stoecklein	ary rubic
			LORETTA STOECKLEIN	
			NOTARY PUBLIC STATE OF KANSAS	
			My Appt. Exp. <u>2-23-2013</u>	
				I
STATE OF	·····)		
)ss.	ACKNOWLEDGMENT FOR CORPORATIO	N
COUNTY OF_		<u> </u>)		
This i	instrument was acknowledged be	fore me	this day of as president of , a	······································
2005, 0y		······	as president of	'
corporation, or	n behalf of the corporation.			
My commissio	n expires:			
			Not	ary Public
STATE OF))ss.	ACKNOWLEDGMENT FOR INDIVIDUAL	
COUNTY OF_)	ACKNOWLEDGMENT FOR INDIALDOAL	
This			days of	
	instrument was acknowledged to	me this .	day of	20, by
My commissio	n expires:			
			Not	ary Public
STATE OF))ss.	ACKNOW EDONENT FOR INDU 4000	
COUNTY OF_)ss.)	ACKNOWLEDGMENT FOR INDIVIDUAL	
This i	instrument was acknowledged to	me thie	day of	20 h.
	inter annoine mud administraged (U			20, oy
				·
My commissio	n expires:			
			Not	tary Public

-1.**-114**

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OIL AND GAS LEASE

THIS AGREEMEN	NT, Entered into this	23rd	day of	April			20.09
					husband and		•
	02 W. Wisco						
Hea	aly, KS	67850				herein	after called Lessor.
andThomas	Energy,Inc	., 209 E	. Willia	m, Ste. 908	, Wichita,KS	, hereinafter called les	see, does wilness:
exclusively unto the lo leases as to all or an including core drilling respective constituent for constructing road:	lessee the hereinafter de ny part of the lands covi g and the drilling, minin it vapors, and all other g ds, laying pipe lines, but n of said land alone or co	ascribed land, will ered thereby as h ng, and operating gases, found ther illding tanks, stor	nea by the lessee h any reversionary hereinafter provide g for, producing a eon, the exclusive ing oil, building a	, has this day granted, lea y rights therein, and with t ad, for the purpose of carr and saving all of the oil, o right of injecting water, b gover stations, electrical	Σ.Ω. sed, and let and by these he right to unitize this lease rying on geological, geophy gas, gas condensate, gas rrine, and other fluids and s lines and other structures of, and manufacture all of su	presents does hereby g or any part thereof with ysical and other explora- distillate, casinghead substances into the sub- thereop. generation	rant, lease, and let h other oil and gas atory work thereon, gasoline and their surface strata, and
into the subsurface sta and described as follo	trata, said tract of land b ows:	eing situated in th	e County of	Gove	, State of	Kansas	
	ownship 15 ection 28:		lange 29	Wester of A	STATE OF KAN Filed for record th 20 09 at 7:0 recorded in Book	763 of	DUNTY SS <u>May A.D.</u> M. and duly Page <u>LOT-</u> C ster of Deeds

160 containing res, more or l

2. This lease shall remain in force for a term of $\frac{Three}{(3)}$ casinghead gasoline or any of the products covered by this lease is or can be produced. years (called "primary term") and as long thereafter as oil, gas, casinghead gas,

COUNTY WILling

3. The lessee shall deliver to Lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the Lessor for such one-eighth (1/8th) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to the Lessor, as a royalty, one-eighth (1/8/h) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royality, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut in royality is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

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

6. In the event said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said Lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to Lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.

7. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the Lessor. When quired by Lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be lied nearer than 200 feet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during, or after the piration of this lease to remove all machinery, fixtures, houses, buildings, and other structures placed on said premises, including the right to draw and remove all casing. drilled n

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

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

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

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

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

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

14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to property develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 acress each in the event of an eil well, or into a unit or units not exceeding 640 acress each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payment of royalties on production if found is any part of the pooled acreage it shall be treated for all purposes, except the payment of royalties environ the pooled unit, as if it were included in this lease or not. Any well drilled on such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

15. This lease and all its terms, conditions, and slipulations shall extend to and be binding on all successors of said Lessor and lessee.

1630101

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

B kon Fennett <u>0</u> Thomas J.

Bernett asla M. -

Karla M. Bennett

signature acknowledgement required, see reverse

165 130-01

STATE OFK	ANSAS)	ACKNOWLEDGME		A1
COUNTY OFL	ANE)ss.)			AL
This instrumen	t was acknowledged to m Bennett and Karla	e this _2 	<u>ard</u> day of	April and wife	20 <u>09</u> , by
			Lutt	Streeklin	······································
My commission expires	: 2/23/2013	-	Loretta Sto		Notary Public_
LORETTA ST NOTARY STATE OF My Appt. Exp.	RANSAS				
STATE OF		_))ss.		ENT FOR CORPOR	ATION
COUNTY OF	•	_)			
This instrumer 2005. by	nt was acknowledged before	ore me th	nis day as	ofpresic	lent of
corporation, on behalf	of the corporation.			, a	
My commission expires	3:				
					Notary Public_
.=	-				
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