

For KCC	Use:		
Effective I	Date:		_
District #			
0040			

Spud date:

Agent:

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

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

Expected Spud Date:	Spot Description:
month day year	
DPERATOR: License#	feet from N / S Line of Section
lame:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
ity:	County:
ontact Person:	Lease Name: Well #:
hone:	Field Name:
ONTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	Target Formation(s):
	Nearest Lease or unit boundary line (in footage):
Well Drilled For: Well Class: Type Equipment:	Ground Surface Elevation:feet M
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable	,
Seismic ;# of HolesOther	Depth to bottom of fresh water:
Other:	
If OWWO: old well information as follows:	Surface Pipe by Alternate: III
	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	
Directional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
Yes, true vertical depth:	Well Farm Pond Other:
res, true vertical deptil.	DWR Permit #:
Rottom Hole Location:	
	(Note: Apply for Permit with DWR )
	(Note: Apply for Permit with DWR )  Will Cores be taken?  Yes
	(Note: Apply for Permit with DWR )
CCC DKT #:	(Note: Apply for Permit with DWR )  Will Cores be taken?  If Yes, proposed zone:
CCC DKT #:	(Note: Apply for Permit with DWR )  Will Cores be taken? Yes If Yes, proposed zone:
AF The undersigned hereby affirms that the drilling, completion and eventual p	(Note: Apply for Permit with DWR )  Will Cores be taken? Yes N  If Yes, proposed zone:
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Signature of Operator or Agent:



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

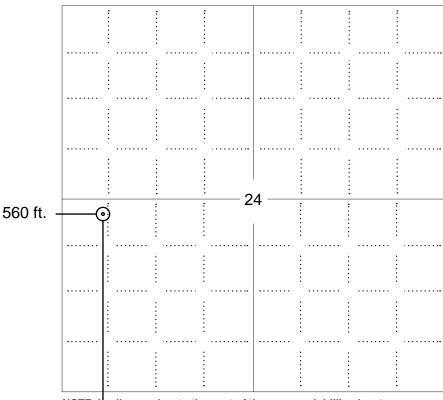
Plat of acreage attributable to a well in a prorated or spaced field

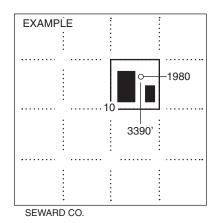
If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please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

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

#### **PLAT**

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





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

#### 2430 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,
- 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

1033464

Form CDP-1
April 2004
Form must be Typed

#### **APPLICATION FOR SURFACE PIT**

#### Submit in Duplicate

Operator Name:			License Number:
Operator Address:		·	
Contact Person:			Phone Number:
Lease Name & Well No.:			Pit Location (QQQQ):
Type of Pit:  Emergency Pit Burn Pit  Settling Pit Drilling Pit  Workover Pit Haul-Off Pit  (If WP Supply API No. or Year Drilled)  Is the pit located in a Sensitive Ground Water  Is the bottom below ground level?  Yes No  Pit dimensions (all but working pits):  Depth from If the pit is lined give a brief description of the material, thickness and installation procedure	Artificial Liner?  Yes No  Length (feet)  Tom ground level to deepest point:  Iliner Describe pro		
Distance to nearest water well within one-mile of pit		Depth to shallo	west fresh waterfeet.
feet Depth of water well	feet		redwell owner electric logKDWR
Emergency, Settling and Burn Pits ONLY:  Producing Formation:  Number of producing wells on lease:  Barrels of fluid produced daily:  Does the slope from the tank battery allow all flow into the pit?  Yes No  Submitted Electronically		Type of material Number of work Abandonment	bover and Haul-Off Pits ONLY:  al utilized in drilling/workover:
	KCC (	OFFICE USE OF	NLY Steel Pit RFAC RFAS
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection:  Yes No

Receipt #: 91411 Total Fees: \$12.00

Pages Recorded: 2

Date Recorded: 9/26/2008 2:05:04 PM

merical_d_
Cross
DC k
Plat Book
Military Sock
Art of Inc Book_
Scanned

### FORM 88 - (PRODUCERS SPECIAL)(PAID-UP)

63U (Rev. 2004 CRI)

#### **OIL & GAS LEASE**

AGREEMENT, Made and entered into the 27th day of September, 2008 by and between Ann Patton and Tim Patton, wife and husband, whose mailing address is 3908 East 1st Street, Wichita, KS 67208, hereinafter called Lessor (whether one or more), and Shelby Resources, LLC, 1658 Cole Blvd., Suite 205, Lakewood, CO 80401, hereinafter called Lessee:

Lessor, in consideration of Ten and more Dollars (\$10.00++) in hand paid, receipt of which is hereby 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, 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 manufacturedtherefrom, 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 Barton, State of Kansas described as follows, to-wit:

## TOWNSHIP 17 SOUTH, RANGE 14 WEST OF mE $6^{TH}$ PRINCIPAL MERIDIAN Section 24: NW1/4

containing 160.00 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) year 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 pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises.
- 2<sup>nd</sup>. 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 (1/8th), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8th) 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-orused, 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 paymentor 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 operations thereon, except water from the wells of Lessor

 $When \, requested \, by \, Lessor, Lessee \, shall \, bury \, Lessee's \, pipelines \, below \, plow \, depth.$ 

No well shall be drilled nearer than 200 feet to the house or barn now located 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 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 160 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, its successors and assigns, shall have the sole and exclusive options, but not the obligation, ending upon the expiration date of the primary or secondary term of this lease, to elect to extend the term of all or any part of said lease for a term of one (1) year by tendering to Lessor hereunder the sum of \$15.00 per net mineral acre owned by Lessor and selected by Lessee. Lessee shall file an Affidavit of Extension in the records of Barton County, Kansas, upon its election to exercise the foregoing option.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and yearfirst abovewritten.

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STEPHEN BURE
Notary Public - State of Kar. has an entacking descriptioning pain. My Appt. Expires August 4, 2012

**STATEOF** 

nsas

COUNTY OF

Sedgwick

BEFORE ME, the undersigned, a Notary Public, in and for said County and

on this 11 day of Septem be 1, 2008, personally appeared

Notary Public - State of Kansas

My Appt. Expires August 4, 2012

ADn Patton and Tim Patton, wife and husband

MyCommission Expires: August 4, 2012

Public: Public: Address:

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----BARTON COUNTY, KS Page: 9393 Total Fees: \$12.00 CIA JOHNSON Receipt #: 91411

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## FORM 88 - (PRODUCERS SPECIAL)(PAID-UP)

63U (Rev. 2004 eRI)

#### OIL & GAS LEASE

AGREEMENT, Made and entered into the 27th day of September, 2008 by and between Howard Clark and Jane Clark, husband and wife, whose mailing address is 1091 ReservoirRoad, Madison Township, PAI8444, hereinafter called Lessor (whether one or more), and Shelby Resources, LLC, 1658 Cole Blvd., Suite 205, Lakewood, CO 80401, hereinafter called Lessee:

Lessor, in consideration of Ten and more Dollars (\$10.00++) in hand paid, receipt of which is hereby 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, 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 Barton, State of Kansas described as follows, to-wit

#### TOWNSHIP 17 SOUTH, RANGE 14 WEST OF THE $6^{TH}$ PRINCIPAL MERIDIAN Section 24: NW1/4

containing 160.00 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) year 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:

- To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises
- 2<sup>nd</sup> 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 (1/8th), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8th) 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 payor 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 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

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 thereon, except water from the wells of Lessor.

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

No well shall be drilled nearer than 200 feet to the house or bam now located 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.

 $Less or 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\ lands\ lessee\ shall\ lands\ lessee\ shall\ lands\ lessee\ lands\ lands\ lessee\ lands\ lands\ lessee\ lands\ lands\ lessee\ lands\ lessee\ lands\ lessee\ lands\ lessee\ lands\ lessee\ lands\ lands\ lessee\ lands\ lands\ lands\ lands\ lands\ lessee\ lands\ lands\$ 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 poolor combinetbeacreagecoveredby 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 advisableto

develop and operatesaid 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, sucn pooning 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 160 acres each in the event of a gas well. Lessee shallexecute in writing and record in the conveyance records of the county in which the landhereinleased is situated an instrument identifying and describing the pooledacreage. The entire acreage so pooled into a tract or unit shall be treated, all except the payment of royalties on production from the pooled unit, as if it were included in "lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the wen or wens be located on the premises covered by this lease or not. In lieu royalties elsewhere herein specified, Lessorshall receive on production from a unitso 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, its successors and assigns, shall have sole and exclusive options but not the obligation, ending upon the expiration date of the primary or secondary tenn of lease, to elect to extend the term of all or any part 0l said lease for a term one (1) year by tendering to Lessorhereunder the sum of \$15.00 per net mineral acreowned by and selected by Lessee. Lessee shall file an Affidavit of Extension in the records of Barton County, Kansas, upon its election to exercise the foregoing option.

IN WITNESS WHEREOF, the undersigned executethis

as of the day and year first above written.

x Jane Clark
Jane Clark
Sept. ". 2008

STATE OF

Pennsylvania 8

COUNTY OF

Lackowanna

Howard Clarkaad Jane Clark, husband and wife

My Commission Expires: May 11, 2010

**COMMONWEALTH OF PENNSYLVANIA** 

Notarial Seal Nancy A. LaRoza, Notary Public Elmhurst Twp., Lackawanna County
My Commission Expires May 11, 2010

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REGISTER OF DEEDS

MARCIA JOHNSON BARTON COUNTY, KS

BOOK: 614 Page: 9389

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FORM 88 - (PRODUCERS SPECIAL)(PAID-UP) 63U (Rev. 2004 CRI)

#### OIL & GAS LEASE

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AGREEMENT, Made and entered into the 27th day of September, 2008 by and between John Clark and Kathleen Clark, husband and wife, whose mailing address is 1981 E. Orange Grove Blvd. • Pasadena. CA 91104, herein after called Lessor (whether one or more), and Shelby Resources, LLC, 1658 Cole Blvd., Suite 205, Lakewood, CO 80401, herein after called Lessee:

Lessor, in consideration of Ten and more Dollars (\$10.00++) in hand paid, receipt of which is hereby 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, 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 and things thereon to produce, save, take care of, treat, manufacture cases, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture cases, storing oil, building tanks, power stations, gases and their respective constituent products and other products manufactured therefrom, and housing and the carried interest, therein situated in County of the carried as follows, to-w:

## TOWN HIS TO SOUTH RANGE TOF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN Section 24: NW/4

containing 160.00 acres, more or less, and all accretionsthereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of one (1) year 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 pooled.

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

- lst. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lesseemay connect wells on said land, the equal one-eighth (l/8th) part of all oil produced and saved from the leased premises.
- To pay Lessorfor gas of whatsoevernature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (118th), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8th) 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 payor 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 Lessorowns a less interest in the above described and than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said Lessoronly 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 operations thereon, except water from the wells of Lessor.

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

No well shall be drilled nearer than 200 feet to the house or bam now located 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 here of shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer 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 surrenderthis 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 to defend the title to the lands herein described, and that the Lessee shall have the right at any time to redeemfor 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 homesteadmay in any way affect the purposes for which this lease is made, as recited herein.

BOOK: 614 Page: Page #2

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 acress each in the event of an oil well, or into a unit or units not exceeding 1'60 acress each in the event of a gas well. Lessee shall exceute in writing and record in the conveyance records of the county in which the landherein 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.

as if production is had from this lease, whether the well or wells be located on the premises

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 9 fhis 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, its successors and assigns, shall have the sole and exclusive options, blJt not the obligation, ending upon the expiration date of the primary or secondary term of this lease, to elect to extend the term of all or any part of said lease for a term of one'(1) year brieflering to Lessor hereunder the sum of \$15.00 per net mineral acre owned by Lessor and selected by Lessee. Lessee shall file an Affidavit of Extension in the-records of Barton County, Kansas, upon its election to exercise the foregoing option.

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

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Kathleen Clark

Kothleen Clark

STATEOF

California

My Commission Expires: May 28, 2012

1725 E. Washington Bl.

Pasadena, CA 91104



CIA JOHNSON BARTON COUNTY, KS
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FORM	88 - (PRODUCERS SPECIAL)(PAID-UP)
63U	(Rev. 2004 CRI)

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#### OIL & GAS LEASE

AGREEMENT, Made and entered into the 27th day of September, 2008 by and between Ann Patton and Tim Patton, wife and husband, whose mailing address is 3908 East 1st Street, Wichita, KS 67208, hereinafter called Lessor (whether one or more), and Shelby Resources, LLC, 1658 Cole Blvd., Suite 205, Lakewood, CO 80401, hereinafter called Lessee:

Lessor, in consideration of Ten and more Dollars (\$10.00++) in hand paid, receipt of which is hereby 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, 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 Barton, State of Kansas described as follows, to-wit:

## TOWNSHIP 17 SOUTH, RANGE 14 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN Section 24: SW<sup>1</sup>/<sub>4</sub>

containing 160.00 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) year 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 pipeline to which Lessee may connect wells on said land, the equal one-eighth (l/8th) part of all oil produced and saved from the leased premises.
- 2<sup>nd</sup>
  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 (1/8th), at the market price at the well, (but, as to gas by Lessee, in no event more than one-eighth (1/8th) 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 payor tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or fender 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 operations thereon, except water from the wells of Lessor.

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

No well shall be drilled nearer than 200 feet to the house or bam now located 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 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 operates aid lease premises so 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 each in the event of an oil well, or into a unit or units not exceeding 160 acreseach in the event of a gas well. Lesseeshallexecute in writing and recordintheconveyance 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 life of the royalties elsewhere herein specified, 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 acreageso pooledin the 'particular unit involved.

Lessee, its successors and assigns, shall have the sole and exclusive options but not the obligation, the expiration date of the primary or secondary term of this lease, to elect to extend the term of all or any part of said lease for a term of one (1) year by tendering to Lessor hereunder the sum of \$15.00 per net mineral acre owned by Lessor and selected by Lessee. Lessee shall file an Affidavit of Extension in the records of Barton County, Kansas, upon its election to exercise the foregoing option.

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

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Notary Public • State of Kansas

Appt. Expires Auguat 4.2'012

**COUNTY OF** 

Sedgwick

BEFORE ME, the a Notary Public, in and County and State, on this 1/2 day of September, 2008, personally appeared

Ann Patton and Tim Patton, wife and husband

MyCommission Expires: August 4, 2012

0 301; vec Wich: 19 KS 67210 Notary Public:

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### FORM 88 - (PRODUCERS SPECIAL)(PAID-UP)

63U (Rev. 2004 eRI)

#### OIL & GAS LEASE

AGREEMENT, Made and entered into the 27th day of September, 2008 by and between Howard Clark and Jane Clark, husband and wife, whose mailing address is 1091 ReservoirRoad, Madison Township, PAI8444, hereinafter called Lessor (whether one or more), and Shelby Resources, LLC, 1658 Cole Blvd., Suite 205, Lakewood, CO 80401, hereinafter called Lesse:

Lessor, in consideration of Ten and more Dollars (\$10.00++) in hand paid, receipt of which is hereby 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, prospecting, drilling, mining and operating for and producingoil, liquid hydrocarbons, all gases and their respective constituent products, injecting gas, water, other 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 Barton, State of Kansas described as follows, to-wit:

## $\frac{\text{TOWNSHIP}}{\text{Section 24: SW}} \frac{17}{\text{SOUTH}}, \frac{\text{RANGE}}{\text{RANGE}} \frac{14}{\text{WEST}} \frac{\text{OF}}{\text{OF}} \frac{\text{THE}}{\text{THE}} \frac{6^{\text{TH}}}{\text{PRINCIPAL}} \frac{\text{MERIDIAN}}{\text{MERIDIAN}}$

containing 160.00 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) year 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 pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises.
- To pay Lessor for gas of whatsoevernature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth(l/8th), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth(l/8th) 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 payor 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.

Lesseeshall have the right to use, free of cost, gas, oil and water producedon said land for Lessee's operations thereon, except water from the wells of Lessor.

 $When requested by \ Lessor, Lessee shall \ bury \ Lessee's \ pipelines \ below \ plow \ depth.$ 

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

Lesseeshall pay for damages caused by Lessee's operations to crops on said land.

Lesseeshall 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 privilegeof assigning in whole or in part is expressly allowed, the covenantshereof 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.

Lesseemay 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 expressor 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 0:[, 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 redeemfor 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.

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as to promote the conservation of oil, gas of 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 or into a unitor not exceeding 160 acres each in the event of a gas

pooledonly 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, its successors and assigns, shall have the sole and exclusive options, but not the obligation, ending upon the expiration date of the primary or net mineral acreowned by Lessor and selected by Lessee. Lessee shall file an Affidavit of Extension in the records of Barton County, Kansas, upon its election to exercise the foregoing option.

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

Jark

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12 day of September 2008, personally appeared Howard Clark and Jane Clark, husband and wife

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COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Nancy A. LaRoza, Notary Public Elmhurst Twp., Lackawanna County My Commission Expires May 11, 2010

Member Pennsylvania Association of Notaries

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BARTON COUNTY, KS Page: 9392 Total Fees: \$12.00 ARCIA JOHNSON )OK: Receipt #: 91411 614 Pages Recorded: 2 Date Recorded: 9/26/2008 2:05:11 PM

FORM	88 - (PRODUCERS SPECIAL)(PAID-UP)
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#### OIL & GAS LEASE

AGREEMENT, Made and entered into the 27th day of September, 2008 by and between John Clark and Kathleen Clark, husband and wife, whosemailingaddressisI981E.OrangeGroveBlvd. Pasadena CA 91104, hereinaftercalled Lessor (whether one or more), and Shelby Resources, LLC, 1658Cole Blvd., Suite 205, Lakewood, CO 80401, hereinafter called Lessee:

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lars (\$10.00-++) in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and cents of the large starting for and producing oil, equid hydrocarbons, all gases and their respective constituent products, injecting gas, water, other fluids and air into wing pipe lines, storing oil, buildin anks, power stations, telephone lines, and other structures and things thereon to produce, save, take care inquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, ollowing described land, together with any reversionary rights and after-acquired interest, therein situated in to-wit:

#### TOWNSHIP 17 SOUTH, RANGE 14 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN Section 24: SW1/4

containing 160.00 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) year 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:

- To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (118th) part of 1<sub>st</sub>all oil produced and saved from the leased premises
- $To pay Lessor for gas \ of \ what so ever nature \ or \ kind \ produced \ and \ sold, \ or \ used \ off \ the \ premises, or \ used \ in \ the \ manufacture of \ any \ products$ therefrom, one-eighth (118th), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8th) 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 payor 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 operations thereon, except water from the wells of Lessor.

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

No well shall be drilled nearer than 200 feet to the house or barn now located 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.

in whole or in part is expressly allowed, the covenants hereof shall extend to  $\,$ If the estate of either party hereto is assigned, and the privilege of their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignmentor 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 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 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 a gas well. Lesses shall exceed in the convergence records of the country in which the lead having lessed is since and record in the convergence records of the country in which the lead having lessed is since and record in the convergence records of the country in which the lead having lessed is since and record in the convergence records of the country in which the lead having lessed is since and record in the convergence records of the country in which the lead having lessed is since and record in the convergence records of the country in which the lead having lessed in since and record in the convergence records of the country in which the lead having lessed in since and record in the convergence records of the country in which the lead having lessed in the convergence records of the country in which the lead having lessed in the convergence records of the country in which the lead having lessed in the convergence records of the converg 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, its successors and assigns, shall have the sole and exclusive options, but not the obligation, ending upon the expiration date of the primary or secondary term of this lease, to elect to extend the term of all or any part of said lease for a term of one (1) year by tendering to Lessor hereunder the sum of \$15.00 per net mineral acre owned by Lessor and selected by Lessee. Lessee shall file an Affidavit of Extension in the records of Barton County, Kansas, upon its election to exercise the foregoing origin. exercise the foregoing option.

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

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John Clark and Kathleen Clark, husband and wife

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