

For KCC	Use:		
Effective [Date:		
District # .			

Spud date: _

_ Agent: _

Kansas Corporation Commission Oil & Gas Conservation Division

Form C-1 October 2007 Form must be Typed

Expected Spud Date:	year	Spot Description:	
month day	year	Sec Twp S. F	R
PERATOR: License#		feet from N /	S Line of Section
lame:		feet from E / E	W Line of Section
ddress 1:		Is SECTION: Regular Irregular?	
ddress 2:		(Note: Locate well on the Section Plat on revers	se side)
ity: State: Zip		County:	
ontact Person:		Lease Name:	Well #:
none:		Field Name:	
ONTRACTOR: License#		Is this a Prorated / Spaced Field?	Yes N
ame:		Target Formation(s):	
Well Drilled For: Well Class:	Type Equipment:	Nearest Lease or unit boundary line (in footage):	
Oil Enh Rec Infield	Mud Rotary	Ground Surface Elevation:	feet MS
Gas Storage Pool Ext.	Air Rotary	Water well within one-quarter mile:	Yes N
Disposal Wildcat	Cable	Public water supply well within one mile:	Yes 1
Seismic ; # of Holes Other		Depth to bottom of fresh water:	
Other:		Depth to bottom of usable water:	
If OWWO: old well information as follows:		Surface Pipe by Alternate: II	
II OWWO: old well information as follows:		Length of Surface Pipe Planned to be set:	
Operator:		Length of Conductor Pipe (if any):	
Well Name:		Projected Total Depth:	
Original Completion Date: Original	Total Depth:		
irectional Deviated or Harizantal wellbore?	Yes No	Water Source for Drilling Operations:	
irectional, Deviated or Horizontal wellbore? Yes, true vertical depth:		Well Farm Pond Other:	
ottom Hole Location:		DWR Permit #:(Note: Apply for Permit with DWR)	
CC DKT #:		Will Cores be taken?	Yes
		If Yes, proposed zone:	
		, p	
he undersigned hereby affirms that the drilling, co is agreed that the following minimum requiremen	mpletion and eventual pl	FIDAVIT ugging of this well will comply with K.S.A. 55 et. seq.	
 is agreed that the following minimum requirement Notify the appropriate district office <i>prior</i> to see A copy of the approved notice of intent to dries The minimum amount of surface pipe as spethrough all unconsolidated materials plus and If the well is dry hole, an agreement betweer The appropriate district office will be notified If an ALTERNATE II COMPLETION, product Or pursuant to Appendix "B" - Eastern Kansa 	ompletion and eventual plats will be met: spudding of well; Il shall be posted on each ciffed below shall be seninimum of 20 feet into the operator and the distribution pipe shall be cemented as surface casing order #	FIDAVIT ugging of this well will comply with K.S.A. 55 et. seq. th drilling rig; they circulating cement to the top; in all cases surface pipe share underlying formation. strict office on plug length and placement is necessary prior to	o plugging; f spud date. e II cementing
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Well Not Drilled - Permit Expired Date: _ Signature of Operator or Agent:



IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

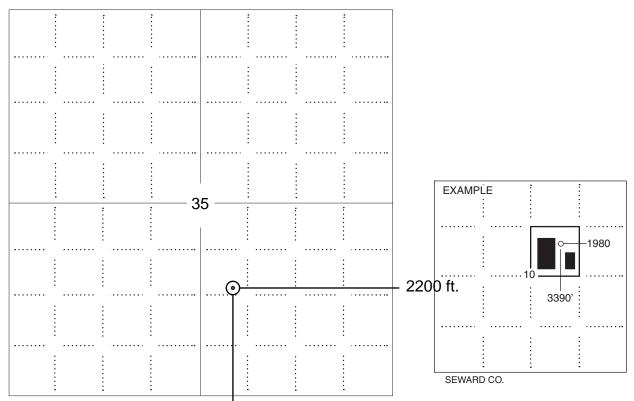
Plat of acreage attributable to a well in a prorated or spaced field

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

API No. 15	
Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	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.

1475 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

035663

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		SecTwp	R East West	
Settling Pit Drilling Pit	If Existing, date constructed: ———————————————————————————————————		Feet from North / South Line of Section Feet from East / West Line of Section Coun		
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)					
Is the pit located in a Sensitive Ground Water	Area? Yes	No	Chloride concentration:	mg/l	
is the pit located in a Sensitive Ground water	Alea: Tes] NO		cy Pits and Settling Pits only)	
Is the bottom below ground level? Yes No	Artificial Liner?	No	How is the pit lined if a pl	astic liner is not used?	
Pit dimensions (all but working pits):	Length (fe	et)	Width (feet)	N/A: Steel Pits	
Depth fro	om ground level to de	epest point:	(feet)	No Pit	
If the pit is lined give a brief description of the material, thickness and installation procedure		•	dures for periodic maintena ncluding any special monito		
Distance to nearest water well within one-mile	of pit	Depth to shallo	west fresh water mation:	feet.	
feet Depth of water wellfeet		measu	redwell owner	electric logKDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits Of	NLY:	
Producing Formation:	Type of materia	al utilized in drilling/workove	r:		
Number of producing wells on lease:	Number of working 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? Yes No		Drill pits must be closed within 365 days of spud date.			
Submitted Electronically					
	ксс	OFFICE USE OF	NLY Steel Pit	RFAC RFAS	
Date Received: Permit Num	ber:	Permi	t Date: L	ease Inspection: Yes No	

63U (Rev. 1993)

OIL AND GAS LEASE

by and becomes Merle J. Steiner, a married man dealing in his sole and separate perspect; whose milling address is 1212 Random Road. Hoisington, Kansas 67544 protectable solid taste (released on the control of the	AGREEMENT, Made and entered into the 25th day of	January		2005
Assured Carry, Jr. & Associates, Inc., 1670 Broadway, Suite 3360. Denver, CO 80202 Institute called Lause (reformed on en man). John Samuel Carry, Jr. & Associates, Inc., 1670 Broadway, Suite 3360. Denver, CO 80202 Institute called Lause; the control of the proper of medigating substitutes of the control of the proper of medigating substitutes of the control of the proper of medigating substitutes of the control of the proper of medigating substitutes of the control of the proper of medigating substitutes of the control of the proper of medigating substitutes of the proper of the medical substitutes of the proper of the medical substitutes of the proper of the substitutes of the properties of the substitutes of the properties of the properties of the substitutes of the			nertv	
Assertion and places (redefer one or mone). Samuel Carry, IA, & Associates, Inc., 1670 Brondway, Suite 3300, Denver, CO 80202 breinfulci called Lesse: Lesse, in constitution of Tan and other valuable consideration Lesse, in constitution of Tan and other valuable consideration of the purpose of mone have a standarding and of the repulse here previous of the purpose of mone have a standarding and of the repulse here previous of the purpose of mone have a standarding and of the repulse here previous of the purpose of mone have a standarding and of the repulse of the purpose of th		to the separate pro-	ZCILY	
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n blood past, receipt of which is here estabounded and of the appearence of the hauses herein continued, hereby greets, leads and lies or explaints are expected and of the appearence of the hauses herein continued, hereby greets, leads and lies of the secretary of the hauses on profess, associated to the production of the production o	and Samuel Gary, Jr. & Associates, Inc., 1670 Broadway, Sui	ite 3300, Denver, CO	80202 hereinafter called Lessee:	
Township 17 South — Range 12 West Section 35: N/2SE/4 In Sociation ACCOUNTS — Township ACCOUNTS ACCOUNTS — Range ACCOUNTS — and containing	in hand paid, receipt of which is here acknowledged and of the royalties herein provided lessee for the purpose of investigating, exploring by geophysical and other means, prosper respective constituent products, injecting gas, water, other fluids, and air into subsurface st and things thereon to produce, save take gars of treat manufacture, receipt the arms.	and of the agreements of the pecting drilling, mining and op strata, laying pipe lines, storing	erating for and producing oil, liquid hy oil, building tanks, power stations, telep	ydrocarbons, all gases, and thei phone lines, and other structures
In SectionEXECUTION 35: N/ZSE/4 In SectionEXECUTION 55: N/ZSE/4 In SectionEXECUTION 55: N/ZSE/4 In SectionEXECUTION 55: N/ZSE/4 In Consideration of the promises the entire contained, this lease shall remain in force for a term ofIntree_(3)	therein situated in County of Barton	State of	Kansas	described as follows to-wit
Subject to the provisions therein. Subject to the provisions therein. Subject to the provisions therein contained, this lease shall remain in force is even of three (3) Unique to the provisions therein contained, this lease shall remain in force is even of three (3) In consideration of the pennies the said lease convenants and agroes: 1.1. To deliver to the credit of lease, fise of cost, in the pipe line to which lease may occented wells on said land, the equal one-eighth (1/8) put of all oil produced and sweet and provisions. 1.1. To deliver to the credit of lease, fise of cost, in the pipe line to which lease may occented wells on said land, the equal one-eighth (1/8) put of all oil produced and sweet and provisions to the provision of the equal one-eighth (1/8) put of all oil produced and sweet and provisions of the provision of the equal one-eighth (1/8) put of all oil produced and sweet and provisions of the provisions of the manufacture of any products therefron, conselably in the provision of the manufacture of any products therefron, conselably (1/8) put of the provisions of the manufacture of any products therefore, and the provisions of the provisi	Township 17 South – F Section 35: N/2SE/4	Range 12 West		
In consideration of the premises the aid lesses covenants and appece: In To deliver to the credit of lessor, free of cost, in the pipe line to which tessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and save and premises. 2nd. To pay lessor for gas of whotherever nature or kind produced and saled, or used off the premises, or used in the naturalisatory of any products therefrom, conceighb (1/8) of the proceeds received by lessoe from such sales, for the gas soil, used off its premises to the control of the premises of the pass soil, used off its premises of the control of the pass soil, used off its premises of the control of the pass soil, used of this premises of the control of the pass soil, used of this premises. The premises of the control of the pass soil, used of this premises of the pass soil, used the pass soil to the pass soil pass soil pass soil pass soil pass soil	accretions thereto.			acres, more or less, and all
And. To pay learn for go of whitever rating or tind produced and sold, or used of the premises, or used in the manufacture of any products therefrom, one-eighbut (1 to manufacture of products therefrom, and gayments to be made monthly. Where gus from a well producing gave producing the continual producing and the continual production and the continual producing and the continual producting and the continual producing and the continual production	Subject to the provisions herein contained, this lease shall remain in force for a ter oil, liquid hydrocarbons, gas or other respective constituent products, or any of the In consideration of the premises the said lessee covenants and agrees:	erm of three (3) em, is produced from said land	years from this date (called "primary or land with which said land is pooled.	term") and as long thereafter as
Lesses 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. Lesses shall be registered to the right at any time to remove all machinery and fixtures placed on said premises, which are the right to draw and remove casing. Lesses shall have the right to use, free of cost, gas, oil and water produced on said land for lesses's operation thereon, except water from the wells of lessor. When requested by lessor, lesses shall bury lesses's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house of burn now on said premises without written consent of lessor. Lesses 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 cents of either party benefit is a considered to the complete of the complete of the produced on the remove of 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 cents of either party benefit is a considered to the complete of the produced on 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 cents of either party benefit is a considered to the complete of the produced on the right and the right at the right at the right and	· · · · · · · · · · · · · · · · · · ·			
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When requested by Jessor, lessee shall buy lesses's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said land. Lessee shall pay for damages caused by Jessee'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 bereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants herof shall extend to their thirity, administrators, accessors or assigns, but no change in the ownership of the land or assignment or a true copy thereof. In case lessee assigns this lesse, in whole or in part, lessee shall be binding on the lessee that have the lessee has been firm written transfer or assignment or a true copy thereof. In case lessee assigns this lesse, in whole or in part, lessee shall be relieved of all obligations with respect to the assignment or a true copy thereof. In case lessee assigns this lesse, in whole or in part, lessee shall be relieved of all obligations as to the acreage surrendered. All express or implied covenants of this lesse shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lesses shall be the result of a part, nor lessee sheld lable 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 and Part of the holder thereof, and the terminated, in a part, nor lessee sheld lable 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 and Case and Law, Order, Rule and Case and Law and Case and Case and Law and Case and Case and Law and Case and Case and Case and Case and Case and Cas	The state of the s			
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If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants heror fability consistances, successors or assigns, but no change in the ownership of the land or assignment of reals or repulses shall be relieved of all obligations with respect to the assigned written transfer or assignment or a true copy thereof. In case lessee assigns this lesse, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions or the above described premises and thereby surreasses as to such portion or portions and be relieved of all obligations as to the across gene arrendered. 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 a 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. Lesson hereby warrants and agrees to define the title to the lands herein described, and agrees that the lessee shall not be terminated, in a 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. Lesson hereby warrants and agrees to define the title to the lands herein described, and agrees that the lessee shall not be terminated, in a part or other lines on the above described lands, in the event of default of payment by lessor, and be subprocated to the rights of the holder thereof, and the undersigned learness of the relationship there is a part of the such and homesteed in the premises described herein, in so far as said right of a consistent payment of the paymen	Lessee shall pay for damages caused by lessee's operations to growing crops on sa	aid land.		
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 surreases at to such portion or portions and the releved of all obligations as to the acreage surrendered. All express or implied covenants of this lease shall be subject to all Federal and State Lawe, Executive Orders, Rules or Regulations, and this lease shall not be terminated, 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. Lesser heart is a subject to the relevance of the such as the subject of the place thereof, and the understanded the failure of the place thereof, and the understanded the failure 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 understanded the relevance of the property of the place of the proposes for which this lease is made, as reclied therein. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or or any portion thereof with other land, lease or leases in their missor, when measures and thereof, when measures a 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 other missors, when the measure is a subject of the country of the reliable to the part of the reliable thereof, when measures a 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 other missors, when the reliable to the property of the country of the country of the property of the country of the country of the property of the country of the	Lessee shall have the right at any time to remove all machinery and fixtures placed.	d on said premises, including the	he right to draw and remove casing.	
All express or implied covenants of this lease shall be subject to all Federal and State Lawe, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in part, nor leases 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, part, nor leases 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, and the subsequence of the complex of the failure of the complex of the compl	-			
All express or implied covenants of this lease shall be subject to all Federal and State Lawe, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in part, nor leases 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, part of the property warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at my time to redeem for lessor, by part or the property developed in the property of the holder thereof, and the undersigned is oneseted 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 incinity 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 there minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to an another result of an another and that may be produced from said premises, such pooling to be of tracts contiguous to an another result of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lesses shall execute in variety and record in the conveyarable of acres expreend 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, for all purposes a yayment 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 for all production is had collect only such points with the located on the premises covered by this lease. If production is found on the pooled acreage, it shall be treated as if production is had coll	Lessee may at any time execute and deliver to lessor or place of record a release or ease as to such portion or portions and be relieved of all obligations as to the acreage surre	or releases covering any portion andered.	or portions of the above described prer	mises and thereby surrender this
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 redoem for lessor, by pay nortages, taxes or other lieus 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 lemsselves 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 in the premises described herein, in so far as said right of dower and homestead in the premises described herein, in so far as said right of dower and homestead in the premises described herein, in so far as said right of dower and homestead in the premises described herein, in so far as said right of dower and homestead in the premises described herein, in so far as said right of dower and homestead in the premises down the down the premises of the holder thereof with other land, lease or leases in the intermediation of the premises of the holder thereof with other land, lease or leases in the intermediation of the premises of the holder thereof with other land, lease or leases in the intermediation of the premises of the land of the premises and premises, such policy develop and operate said lease premises so as to promote the conservation of the control of the developed herein and the premises of the county of the premises and the premises and the premises and pr	All express or implied covenants of this lease shall be subject to all Federal and SI n part, nor lessee held liable in damages, for failure to comply therewith, if compliance is p	tate Laws, Executive Orders, F prevented by, or if such failure	Rules or Regulations, and this lease shal is the result of, any such Law, Order, R	Il not be terminated, in whole or tule or Regulation.
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 incinity thereoft, 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 eight of the minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one an uniter under the conveyance records of the county would be into a unit or units not exceeding 640 acres each in the event of a gas well. Lesses shall execute in writing to be into a unit or units not exceeding 640 acres each in the event of a gas well. Lesses shall exceed in writing to be tracted, for all purposes expect, whether the well or wells is flustrated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a trace, in the created, for all purposes case, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalities expected in the provide and premise second in the premises covered by this lease or not. In lieu of the royalities expected and the provide state of the royality stipulated herein as the amount of his acreage placed in the unit or his royality interest therein on an acreage basis bears to the total acreage so the particular unit involved. Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and who or not, including the drilling of holes, use of torsion balance, seismograph explosions, magnetometer, or other geophysical or geological instruments, test or procedure, for the geological and geophysical information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee herein agree that a portion of the day and year first above writted. Numerical such as a	Lessor hereby warrants and agrees to defend the title to the lands herein describ- nortgages, taxes or other liens on the above described lands, in the event of default of pay hemselves and their heirs, successors and assigns, hereby surrender and release all right comestead may in any way affect the purposes for which this lease is made, as recited here	bed, and agrees that the lessee yment by lessor, and be subrog tht of dower and homestead in hin.	shall have the right at any time to rede ated to the rights of the holder thereof, and the premises described herein, in so	eem for lessor, by payment any and the undersigned lessors, for far as said right of dower and
Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and who for securing geological information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may disse securing geological and geophysical or geological instruments, test or procedures, for the securing geological and geophysical information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may disse securing geological and geophysical or geological instruments, test or procedures, for the securing geological and geophysical information without Lessor's consent. Lessor and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and customary compensated accordingly, or at your discretion we may elect to repair the damages in lieu of compensation. IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above writt make the process of the day and year first above writt land. Indeed the process of the day and year first above writt land. Indeed the process of the day and year first above writt land. Indeed the process of the day and year first above writt land. Indeed the process of the day and year first above writt land. Indeed the process of the day and year first above writt land. Indeed the process of the day and year first above writt land. Indeed the process of the day and year first above writt land. In Warcia Johnson great land. In Warcia Johnson great land. In Warcia Johnson great land.	Lessee, at its option, is hereby given the right and power to pool or combine the a cicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order other minerals in and under and that may be produced from said premises, such pooling to event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a given land herein leased is situated an instrument identifying and describing the pooled acrayment of royalties on production from the pooled unit, as if it were included in this leases, whether the well or wells be located on the premises covered by this lease or not othe particular unit involved.	acreage covered by this lease of to properly develop and opera be of tracts contiguous to one pas well. Lessee shall execute treage. The entire acreage so pase. If production is found on the lieu of the royalties elsewhed in the unit or his royalty interest.	or any portion thereof with other land, I te said lease premises so as to promote another and to be into a unit or units no in writing and record in the conveyance booled into a tract or unit shall be treated a the pooled acreage, it shall be treated a tere herein specified, lessor shall receive terest therein on an acreage basis bears	tease or leases in the immediate: the conservation of oil, gas of texceeding 40 acres each in the records of the county in which ted, for all purposes except the sif production is had from this con production from a unit sto the total acreage so pooled in
Merle J. Steiner Merle J. Steiner MARCIA JOHNSON REGISTER OF DEEDS Plat ROPTIN COUNTY, KS	Lessee shall have the exclusive right to explore the land herein described by geologown or not, including the drilling of holes, use of torsion balance, seismograph explosion of securing geological and geophysical information. All information obtained by Lessee stell such information without Lessor's consent. Lessor and Lessee herein agree that a associated with seismograph operations (if the tractic in the wheat practice of field reaches.)	ogical, geophysical or other metons, magnetometer, or other geas a result of such activity shaportion of the consideration		
Merle J. Steiner MARCIA JOHNSON DC REGISTER OF DEEDS Plat ROPTION COUNTY, KS	IN WITNESS WHEREOF, the undersigned execute t	this instrument as	of the day and year firs	st above written
Cro- MARCIA JOHNSON DC REGISTER OF DEEDS Plat ROPTIN COUNTY, KS	Marla a & tois			Index
MARCIA JUHASUN REGISTER OF DEEDS Plat ROPTIN COUNTY, KS MIT	Merle J. Steiner			Numerical Cross
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OII AND GAS I FASE

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AGREEMENT, Made and entered into the 20th	day ofJanuary	/	2005
by and between John E. Bogner and Juanita W. Bogner	, husband and wife		
whose mailing address is <u>887 NE 140 Road Claflin, Kansa</u> hereinafter called Lessor (whether one or more),	s 67525		
and Samuel Gary, Jr. & Associates, Inc., 1670 Broad	way, Suite 3300, Denver,	CO 80202 hereinafter called Lessee:	:
Lessor, in consideration of Ten and other valuable of in hand paid, receipt of which is here acknowledged and of the royalties her lessee for the purpose of investigating, exploring by geophysical and other respective constituent products, injecting gas, water, other fluids, and air into and things thereon to produce, save, take care of treat, manufacture, process, manufactured therefrom, and housing and otherwise caring for its employees,	rein provided and of the agreements of means, prospecting drilling, mining a possibsurface strata, laying pipe lines, strangard transport and transport and transport and transport and transport and transport and transport	and operating for and producing oil, liquid toring oil, building tanks, power stations, te	hydrocarbons, all gases, and their lephone lines, and other structures
therein situated in County of Barton	State of	Kansas	described as follows to-wit:
Township 17 Section 34: SW/Section 35: S/2S	South – Range 12 West 4 EE/4		
In Section XXXXXXXXX Township XXXXXXXXXX Range XX	WWWWWWW	240.00	
accretions thereto.	and contain	ning240.00	acres, more or less, and all
Subject to the provisions herein contained, this lease shall remain in oil, liquid hydrocarbons, gas or other respective constituent products.	, or any of them, is produced from said	years from this date (called "prima d land or land with which said land is poole	ry term") and as long thereafter as d.
In consideration of the premises the said lessee covenants and agrees 1st. To deliver to the credit of lessor, free of cost, in the pipe line to be lessed premises.		id land, the equal one-eighth (1/8) part of a	Il ail produced and sound form the
leased premises. 2nd. To pay lessor for gas of whatsoever nature or kind produced a market price at the well, (but, as to gas sold by lessee, in no event more than the manufacture of products therefrom, said payments to be made monthly. (\$2.00) per year per net mineral acre retained hereunder, and if such payment			
This lease may be maintained during the primary term hereof without any extension thereof, the lessee shall have the right to drill such well to conthis lease shall continue and be in force with like effect as if such well had been shall continue and be in force with like effect as if such well had been shall continue and be in force with like effect as if such well had been shall continue and be in force with like effect as if such well had been shall continue and be in force with like effect as if such well had been shall continue and be in force with like effect as if such well had been shall continue and be in force with like effect as if such well had been shall continue and be in force with like effect as if such well had been shall be in force with like effect as if such well to continue and be in force with like effect as if such well to continue and be in force with like effect as if such well to continue and be in force with like effect as if such well to continue and be in force with like effect as if such well to continue and be in force with like effect as if such well to continue and be in force with like effect as if such well to continue and be in force with like effect as if such well as the continue and be in force with like effect as if such well as the continue and be in force with like effect as if such well as the continue and be in force with like effect as if such well as the continue and the continue and the continue and be in force with like effect as if such well as the continue and be in force with like effect as if such well as the continue and be in force with like effect as if such well as the continue and the con	or tender is made it will be considered at further payment or drilling operation appletion with reasonable diligence an	d that gas is being produced within the meanns. If the lessee shall commence to drill a wed dispatch, and if oil or gas, or either of the	of the preceding paragraph. The state of the preceding paragraph. The state of this lease or the state of the paragraph. The state of the paragraph.
If said lessor owns a less interest in the above described land than the	e entire and undivided fee simple esta	first mentioned. ate therein, then the royalties herein provide	ed for shall be paid the said lessor
only in the proportion which lessor's interest bears to the whole and undivided Lessee shall have the right to use, free of cost, gas, oil and water produced to the cost, gas, gas, gas, gas, gas, gas, gas, gas			
When requested by lessor, lessee shall bury lessee's pipe lines below	plow depth,		
No well shall be drilled nearer than 200 feet to the house or barn now Lessee shall pay for damages caused by lessee's operations to growing		sent of lessor.	
Lessee shall have the right at any time to remove all machinery and fi	ixtures placed on said premises, includ	ding the right to draw and remove casing.	
If the estate of either party hereto is assigned, and the privilege of administrators, successors or assigns, but no change in the ownership of the la a written transfer or assignment or a true copy thereof. In case lessee assign portions arising subsequent to the date of assignment.	assigning in whole or in part is exp and or assignment of rentals or royalting this lease, in whole or in part, lesse	pressly allowed, the covenants hereof shall es shall be binding on the lessee until after se shall be relieved of all obligations with	extend to their heirs, executors, the lessee has been furnished with respect to the assigned portion or
Lessee may at any time execute and deliver to lessor or place of recolease as to such portion or portions and be relieved of all obligations as to the	rd a release or releases covering any p acreage surrendered.	portion or portions of the above described pr	remises and thereby surrender this
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Lessor hereby warrants and agrees to defend the title to the lands h mortgages, taxes or other liens on the above described lands, in the event of others, and their heirs, successors and assigns, hereby surrender and rehomestead may in any way affect the purposes for which this lease is made as	erein described, and agrees that the li default of payment by lessor, and be si elease all right of dower and homest s recited beggin	essee shall have the right at any time to re ubrogated to the rights of the holder thereo lead in the premises described herein, in s	deem for lessor, by payment any f, and the undersigned lessors, for to far as said right of dower and
Lessee, at its option, is hereby given the right and power to pool or ovicinity thereof, when in lessee's judgment it is necessary or advisable to do	combine the acreage covered by this i	lease or any portion thereof with other land	, lease or leases in the immediate
Lessee, at its option, is hereby given the right and power to pool or of vicinity thereof, when in lessee's judgment it is necessary or advisable to do other minerals in and under and that may be produced from said premises, such event of an oil well, or into a unit or units not exceeding 640 acres each in the land herein leased is situated an instrument identifying and describing it payment of royalties on production from the pooled unit, as if it were includease, whether the well or wells be located on the premises covered by this pooled only such portion of the royalty stipulated herein as the amount of his the particular unit involved.	h pooling to be of tracts contiguous to event of a gas well. Lessee shall ex- he pooled acreage. The entire acreag- ed in this lease. If production is foun lease or not. In lieu of the royalties e acreage placed in the unit or his roya	o one another and to be into a unit or units recute in writing and record in the conveyance so pooled into a tract or unit shall be treated on the pooled acreage, it shall be treated sleewhere herein specified, lessor shall receitly interest therein on an acreage basis bear	not exceeding 40 acres each in the ce records of the county in which eated, for all purposes except the as if production is had from this eive on production from a unit so s to the total acreage so pooled in
Lessee shall have the exclusive right to explore the land herein descriknown or not, including the drilling of holes, use of torsion balance, seismogrof securing geological and geophysical information. All information obtaine sell such information without Lessor's consent. Lessor and Lessee herein associated with seismograph operations (ie: tire tracts in the wheat, pasture compensated accordingly, or at your discretion we may elect to repair the dam	bed by geological, geophysical or othe aph explosions, magnetometer, or oth d by Lessee as a result of such activity agree that a portion of the considera or field, road use, etc.) If any extra lages in lieu of compensation.	er methods, whether similar to those herein ter geophysical or geological instruments, t ty shall be the exclusive property of Lessee ation paid herein is for advance payment tordinary damages may occur you or your	specified or not and whether now est or procedures, for the purpose e, and Lessee may disseminate or of usual and customary damages tenant (if you have one) will be
IN WITNESS WHEREOF, the undersigned e	xecute this instrument	t as of the day and year fir	est above written
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John E. Bogner			Numerical &
() . + 11 R		MARCIA JOHNSON	Cross DC Book
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