

For KCC Use:	
Effective Date: _	
District #	
0040	

# 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	Sec Twp S. R DE W
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: State: Zip: +	County:
ontact Person:	Lease Name: Well #:
none:	Field Name:
ONTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MSI
Oil Enh Rec Infield Mud Rotary  Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate: II II
If 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:	Formation at Total Depth:
	Water Source for Drilling Operations:
rectional, Deviated or Horizontal wellbore? Yes No Yes, true vertical depth:	Well Farm Pond Other:
ottom Hole Location:	DWR Permit #:
CC DKT #:	(Note: Apply for Permit with DWR )
	Will Cores be taken? Yes No
	100, p. opocou 20.101
	FIDAVIT
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Well Not Drilled - Permit Expired Date: Signature of Operator or Agent:

(This authorization void if drilling not started within 12 months of approval date.)

\_ Agent: \_

Spud date: \_



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

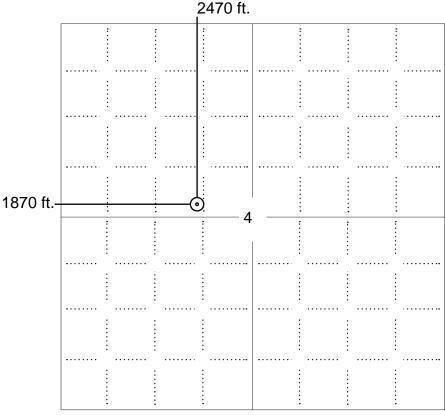
Plat of acreage attributable to a well in a prorated or spaced field

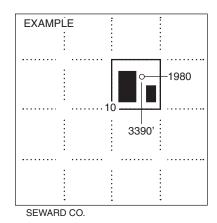
If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please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

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

#### **PLAT**

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





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

#### 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

1036508

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):	Artificial Liner?  Yes  Length (feom ground level to de	No No eet) eepest point: Describe proce	SecTwpR East West Feet from North / South Line of Section Feet from East / West Line of Section County Chloride concentration: mg/l (For Emergency Pits and Settling Pits only) How is the pit lined if a plastic liner is not used? Width (feet) N/A: Steel Pits
Distance to nearest water well within one-mile	e of pit	Depth to shallo	owest fresh waterfeet.
		Source of infor	mation:
feet Depth of water well	feet		ured well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY:		<b>.</b>	over and Haul-Off Pits ONLY:
Producing Formation:			al utilized in drilling/workover:
Number of producing wells on lease:			king pits to be utilized:
Barrels of fluid produced daily:		Abandonment	procedure:
Does the slope from the tank battery allow all flow into the pit? Yes No	spilled fluids to	Drill pits must t	be closed within 365 days of spud date.
Submitted Electronically			
	ксс	OFFICE USE O	NLY Steel Pit RFAC RFAS
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection: Yes No

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



63U (Rev. 1993)	OIL AN	D GAS LEASE	09-115	Wichita, KS 67201 316-204-9344-264-5 www.kbp.com - kbp@
AGREEMENT, Made and entered into the		Septembe	er	2(
by and between Armella A. St		of the teminder Trust		
	Etillet Stuss k	eminder trust		
	•		<u> </u>	
DD 1 Pos	69, Wakeeney	, KS. 67672	· · · · · · · · · · · · · · · · · · ·	
whose mailing address is <u>RR 1, BO2</u> In and <u>J. Fred Hambri</u> ght,	C	<u> </u>	hereinafter ca	alled Lessor (whether one o
and U. Fred Hambinght,	125 N. Market	, Suite 1415, M	VICIII Ca, Ko.	hereinafter caller
Lessor, in consideration of	ier means, prospecting drilling, n ids, and air into subsurface strata, eat, manufacture, process, store ar il otherwise caring for its employe	nining and operating for and produ laying pipe lines, storing oil, buildin ad transport said oil, liquid hydrocart es, the following described land, tog	ucing oil, liquid hydrocarbo ng tanks, power stations, tel- bons, gases and their respect gether with any reversionary	) in hand pald, receipt o usively unto lessee for the p ns, all gases, and their ree ephone lines, and other su tive constituent products ar
ee Rider attached her	eto and made	part hereof;		
In Section XXX Township	XXX Range	XXX and containing	, 160	acres, more or less,
Subject to the provisions herein contained, as oil, liquid hydrocarbons, gas or other respective  In consideration of the premises the said le	constituent products, or any of the	or a term of <u>Three</u> years nem, is produced from said land or le	from this date (called "prim and with which said land is	ary term"), and as long th pooled,
lst. To deliver to the credit of lessor, free from the leased premises.		lessee may connect wells on said la	and, the equal one-eighth (%)	part of all oil produced an
2nd. To pay lessor for gas of whatsoever at the market price at the well, (but, as to gas sol- premises, or in the manufacture of products therei as royalty One Dollar (\$1.00) per year per net mi meaning of the preceding paragraph.	d by lessee, in no event more tha from, said payments to be made 1	n one-eighth (¼) of the proceeds rec nonthly. Where gas from a well pro	seived by lessee from such so oducing gas only is not sold	ales), for the gas sold, used or used, lessee may pay o
This lease may be maintained during the of this lease or any extension thereof, the leasee s found in paying quantities, this lease shall continuous If said leasor owns a less interest in the the said leasor only in the proportion which leasor.	hall have the right to drill such was and be in force with like effect above described land than the en	well to completion with reasonable as if such well had been completed the simple estate and undivided fee simple estate.	diligence and dispatch, and within the term of years firs	if_oil or gas, or either of t t mentioned.
Lessee shall have the right to use, free of a When requested by lessor, lessee shall bur No well shall be drilled nearer than 200 fe	ost, gas, oil and water produced o v lessee's pipe lines below plow de	n said land for lessee's operation th pth.		e wells of lessor.
Lessee shall pay for damages caused by le	ssee's operations to growing crops	on said land.		
Lessee shall have the right at any time to If the estate of either party hereto is assexecutors, administrators, successors or assigns, lessee has been furnished with a written transfer with respect to the assigned portion or portions ar	signed, and the privilege of assignut no change in the ownership or assignment or a true copy the	gning in whole or in part is expres of the land or assignment of rent reof. In case lessee assigns this leas	sely allowed, the covenants tals or royalties shall be bir	hereof shall extend to the ading on the lessee until a
Lessee may at any time execute and deli- surrender this lease as to such portion or portions All express or implied covenants of this le in whole or in part, nor lessee held liable in dame	ver to lessor or place of record a and be relieved of all obligations case shall be subject to all Federa	release or releases covering any po as to the acreage surrendered. Il and State Laws, Executive Orden	s, Rules or Regulations, and	this lease shall not be terr
Regulation.  Lessor hereby warrants and agrees to defc any mortgages, taxes or other liens on the above signed lessors, for themselves and their heirs, su	and the title to the lands herein de	scribed, and agrees that the lessee sl	hall have the right at any tin e subrogated to the rights of	ne to redeem for lessor, by p f the holder thereof, and th
as said right of dower and homestead may in any Lessee, at its antion, is hereby given the	way affect the purposes for which right and power to pool or combi-	n this lease is made, as recited here: ne the acreage covered by this lease	n. e or any portion thereof with	h other land, lease or lease
immediate vicinity thereof, when in lessee's jud conservation of oil, gas or other minerals in and or units not exceeding 40 acres each in the event record in the conveyance records of the county pooled into a tract or unit shall be treated, for al found on the pooled acreage, it shall be treated as royalties elsewhere herein specified, lessor shall placed in the unit or his royalty interest therein or	under and that may be produced of an oil well, or into a unit or in which the land herein leased l purposes except the payment of if producition is had from this let receive on producition from a	I from said premises, such pooling t mits not exceeding 640 acres each i is situated an instrument identifyi royalties on production from the p ase, whether the well or wells be loc unit so pooled only such portion of	to be of tracts contiguous to in the event of a gas well. I ing and describing the pool sooled unit, as if it were incl ated on the premises covered f the royalty stipulated her	one another and to be int essee shall execute in writ- led acreage. The entire ac uded in this lease. If produ- i by this lease or not. In li-
£wkw	ppl. Exp.			
IN WITNESS WHEREOF, andersigned Witnesses:	o Kroue this histrament as of th	e day and year first above written.		
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#### RIDER

Attached to and made a part hereof an Oil and Gas Lease dated September 18th, 2006 by and between, Armella A. Struss, Trustee of the Struss Elmer Remainder Trust, as Lessor and J. Fred Hambright, Inc., as Lessee, covering the following described property in TregoCounty, Kansas, to wit:

Township 12 South, Range 24 West Section 4: SW/4

- 1. It is the intention of the parties hereto to cause as little interference with farming operations on said land as possible, including but not limited to the operation of pivotal irrigation sprinkler systems, or other irrigation method. Any production equipment, including but not limited to pump jacks, hydraulic lifting or other equipment necessary to produce any oil or gas well on said land shall be recessed to such depth, or utilize low-profile equipment, as to permit the use by Lessor of a circular irrigation sprinkler system. Should any alterations to the surface contours be caused by its operations, Lessee, or his assigns, shall restore said surface contours to their former conditions as nearly as is practicable.
- 2. When preparing development locations, the topsoil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and contour as nearly as is practicable.
- 3. In the event of drilling operations on said land, Lessee or assigns agree to backfill all slush pits, level the location and restore the surface as nearly as practicable. Lessee or assigns agrees to pay for all damages of any nature arising from its operations on the above land.
- 4. It is understood and agreed that upon the termination of production on the Lease, all equipment of Lessee shall be removed within six (6) months and all sites shall be restored to their original condition as nearly as is practicable.
- 5. Upon the completion of any drilling operations or any seismographic testing the Lessee shall leave no waste material, litter or other debris on said premises and shall restore said premises as nearly as practicable to the condition the premises were in prior to Lessee's operations.
- 6. A sufficient dike shall be placed around tank batteries. Also tank batteries and pumping equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle on mile stalks or wheat.
- 7. No seismographic activity shall occur within 300' of an existing water well or natural spring without prior permission of Lessor, who shall disclose the location of such wells to Lessee.
- 8. If at the end of the primary term, this Lease is not otherwise continued in force under the provisions hereof, this Lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$10.00 multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this Lease; and subject to the other provisions of this Lease, the primary term shall be extended for an additional term of Three (3) years from the end of the primary term hereof.

Armella A. Struss, Trustee of the
Struss Elmer Remainder Trust

Struss Elmer Remainder Trust

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STATE OF KANSAS
COUNTY OF TREGO SS
THIS INSTRUMENT WAS FILED
FOR RECORD THIS 23rd DAY OF
October , 2006 AT 9:15 AM
AND RECORDED IN BOOK 142 OF
RECORDS AT PAGE 149 FEE \$ 16.00

Evea M. Rumpel, REGISTER OF DEEDS

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

Reorder No. 09-115 Kansas Blue Print 700 S. 8madway PO Box 793 Wichita, KS 67201-0793

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All express or implied covenants of this lease shall be subject to all Pederal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be 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, 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, 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, any signed lessors, for themselves and their heirs, successors and assigns, hereby surrender and resease all right of dower and homestead in the premises described herein 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 limmediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operante said lease premises so as to judgment or units not exceeding 40 acres each in the event of a gas well. Lessee shall execute in record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled construction from the pooled unit, as if it were included in this lease. If p found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or well as located on the premises covered by this lease or not. I found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or well as because therein as the amount of placed in the unit or his propagate.			
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IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses:	lines below plow depth.  or barn now on said premises in to growing crops on said lar chinery and fixtures placed on e privilege of assigning in whe in the ownership of the land or a true copy thereof. In case in to the date of assignment.  I place of record a release or red of all obligations as to the actual between the comply therewith, if compute the lands herein described, and is, in the event of default of passigns, hereby surrender and purposes for which this lease is ret opool or combine the acrea excessary or advisable to do so that may be produced from said, or into a unit or units not exand herein leased is situated epi the payment of royalties of is had from this lease, whether oduction from a unit so pool asis bears to the total acreage is a part hereof.	ises without written consent of lessor. I land. I on said premises, including the right to do whole or in part is expressly allowed, the land or assignment of rentals or royaltic case lessee assigns this lease, in whole or into the case lessee assigns this lease, in whole or into the case lessee assigns this lease, in whole or into the case lessee assigns this lease, in whole or into the careage surrendered.  The careage surrendered the careage surrendered by, or if such failty and agrees that the lessee shall have the rift payment by lessor, and be subrogated to the careage covered by this lease or any portion of so in order to properly develop and opening premises, such pooling to be of tracts to exceeding 640 acress each in the event of ted an instrument identifying and description of the royalty such pooled only such portion of the royalty such portion of the	raw and remove casing.  se covenants hereof shall extend to their s shall be binding on the lessee until aften part, lessee shall be relieved of all oblige as of the above described premises and the ulations, and this lease shall not be termise is the result of, any such Law, Order, R ght at any time to redeem for lessor, by pay the rights of the holder thereof, and the read in the premises described herein, in the theorem of the same premises so as to promocontiguous to one another and to be into a gas well. Lessee shall execute in writin bing the pooled acreage. The entire acree if it were included in this lease. If product stripulated herein as the amount of his activity and the same of the same or not. In lieu tripulated herein as the amount of his activity and the same or not. In lieu tripulated herein as the amount of his activity and the same or not. In lieu tripulated herein as the amount of his activity and the same or not. In lieu tripulated herein as the amount of his activities.

#### Addendum

Township 12 South, Range 24 West

Section 9: N/2

Section 8: SE/4 & NE/4SW/4

Section 4: N/2 except tract: Beginning at a point 800' East of NW corner of N/2 thence East to NE corner thence South to SE corner thence west along South boundary 1225' thence North to East boundary 2309' thence West parallel to North boundry 3063' thence south westerly to a point lying on line drawn from point of beginning & parallel to the West Boundary thence to point of beginning.

Section 4: tract in N/2 beginning at a point 800' East of NW corner of N/2 thence East to NE corner thence South to SE corner thence West along South boundary 1225' thence North parallel to East boundary 2309 thence West parallel to North boundary 3063' thence South westerly to a point lying on line drawn from point of beginning and parallel to West boundary thence to point of beginning.

Section 33: tract in the S/2 beginning at point 800' E of South West corner thence North 24' parallel to West Boundary thence East 848' parallel to North boundary thence North 707' parallel to West boundary thence East 1178' parallel to South boundary thence North 377' parallel to W boundary south easterly to a point on the East boundary to South East corner thence West along South Boundary to the point of beginning.

Section 4: tract beginning at the North West corner of the NW/4 thence East 800' thence South 800' thence West 800' thence North 80' to point of beginning.

#### RIDER

- 1. When preparing development locations, the topsoil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and contour as nearly as is practicable.
- 2. In the event of drilling operations on said land, Lessee or assigns agree to backfill all slushpits, level the location and restore the surface as nearly as is practicable. Lessee or assigns agrees to pay for all damages of any nature arising from its operations on the above land.
- 3. It is understood and agreed that upon the termination of production on the Lease, all equipment of Lessee shall be removed within six (6) months and all sites shall be restored to their original condition as nearly as is practicable.
- 4. A sufficient dike shall be placed around tank batteries. Also tank batteries and pumping equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle on mile stalks or wheat. Lessee or assigns agrees to comply with all applicable Federal, State and Local laws and regulations.
- 5. If at the end of the primary term, this Lease is not otherwise continued in force under the provisions hereof, this Lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum equal to the total original per acre bonus paid to Lessor under the initial primary term of said lease multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this Lease; and subject to the other provisions of this Lease, the primary term shall be extended for an additional term of \_\_three(3) years from the end of the primary term hereof. It is understood and agreed that the option to extend may be exercised individually according to the tracts herein described, with no obligation on the remainder tracts.

X: *fl./layyu /* Wayne Hobbick

Kerry Hobbick

S COUNTY

STATE OF KANSAS
COUNTY OF TREGO SS
THIS INSTRUMENT WAS FILED
FOR RECORD THIS 2nd DAY OF
May , 2007 AT 9:00 AM
AND RECORDED IN BOOK 145 OF
RECORDS AT PAGE 564 FEE \$ 20.0

Evea M. Rumpel, REGISTER OF DEEDS

# FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP) 63U (Rev. 1993) N 09-115 · OIL AND GAS LEASE AGREEMENT, Made 20th 2006 d entered into the November Phyliss Houston and Dean Houston, husband and wife A- Par cio ose mailing address is 331 N.E. Fairview Drive 1864 Topeka, Kansas 66617 hereinafter called Lessor (whether one or mo ... hereinafter caller Lesace: **anemore** 1.00+ Dollars (S ) in hand paid, receipt of which Dollars (\$ ) in hand paid, receipt of which is here acknowledged and of the royalties berein provided and of the agreements of the lessee berein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, eave, 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. NAVAKAK Trego therein situated in County of described as follows to-wit-See Addendum attached hereto and made a part hereof. For proper legal descriptions. In Section and containing 812.9 Township acres, more or less, and all accretions thereto. three(3) In consideration of the premises the said lessee covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced and saved from the leased premises. 2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (%) at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph. This lease may be maintained during the primary term hereof without further payment or drilling operations. If the leasee shall commence to drill a well within the term of this lease or any extension thereof, the leasee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and ther render this lesse 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, sle 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 Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein. Lessee, at its option, is hereby given the right and power to pool or combine the acroage covered by this lesse 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 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. See Rider attached hereto and made hereof. IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Dean Houston

Phyllis Houston

tax ID #:

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### Addendum

Township 12 South, Range 24 West

Section 9: N/2

Section 8: SE/4 & NE/4SW/4

Section 4: N/2 except tract: Beginning at a point 800' East of NW corner of N/2 thence East to NE corner thence South to SE corner thence west along South boundary 1225' thence North to East boundary 2309' thence West parallel to North boundry 3063' thence south westerly to a point lying on line drawn from point of beginning & parallel to the West Boundary thence to point of beginning.

Also less tract: Beginning in the North West corner NW/4 thence East 800' thence South 800' thence West 800' thence North 800' to point of beginning.

#### RIDER

- 1. When preparing development locations, the topsoil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and contour as nearly as is practicable.
- 2. In the event of drilling operations on said land, Lessee or assigns agree to backfill all slushpits, level the location and restore the surface as nearly as is practicable. Lessee or assigns agrees to pay for all damages of any nature arising from its operations on the above land.
- 3. It is understood and agreed that upon the termination of production on the Lease, all equipment of Lessee shall be removed within six (6) months and all sites shall be restored to their original condition as nearly as is practicable.
- 4. A sufficient dike shall be placed around tank batteries. Also tank batteries and pumping equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle on mile stalks or wheat. Lessee or assigns agrees to comply with all applicable Federal, State and Local laws and regulations.
- 5. If at the end of the primary term, this Lease is not otherwise continued in force under the provisions hereof, this Lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum equal to the total original per acre bonus paid to Lessor under the initial primary term of said lease multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this Lease; and subject to the other provisions of this Lease, the primary term shall be extended for an additional term of three(3) years from the end of the primary term hereof. It is understood and agreed that the option to extend may be exercised individually according to the tracts herein described, with no obligation on the remainder tracts.

Deem Houston

Phyllis Houston



STATE OF KANSAS
COUNTY OF TREGO SS
THIS INSTRUMENT WAS FILED
FOR RECORD THIS 7th DAY OF
April 2008 AT 9:00 AM
AND RECORDED IN BOOK 151 OF
RECORDS AT PAGE 251 FEE \$ 20.00

Evea M. Rumpel, REGISTER OF DEEDS