



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

KANSAS CORPORATION COMMISSION 1037309
OIL & GAS CONSERVATION DIVISION

Form C-1
 October 2007

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

NOTICE OF INTENT TO DRILL

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

Expected Spud Date: _____
month day year

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

CONTRACTOR: License# _____
 Name: _____

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

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

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

Spot Description: _____
 _____ - _____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ E W
 (*00/00*) _____ feet from N / S Line of Section
 _____ feet from E / W Line of Section

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

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

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

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

Water Source for Drilling Operations:
 Well Farm Pond Other: _____
 DWR Permit #: _____
 (*Note: Apply for Permit with DWR*)

Will Cores be taken? Yes No
 If Yes, proposed zone: _____

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

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

Submitted Electronically

For KCC Use ONLY

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

Remember to:

- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If this permit has expired (*See: authorized expiration date*) please check the box below and return to the address below.

Well Not Drilled - Permit Expired Date: _____
 Signature of Operator or Agent: _____



1037309

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

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

API No. 15 - _____

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Sec. _____ Twp. _____ S. R. _____ E W

Is Section: Regular or Irregular

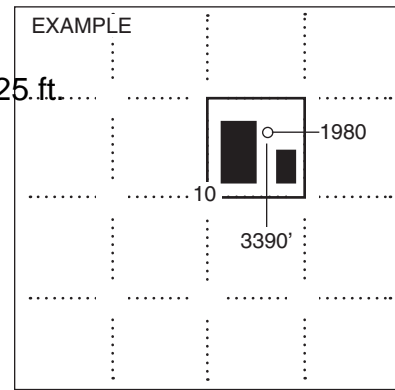
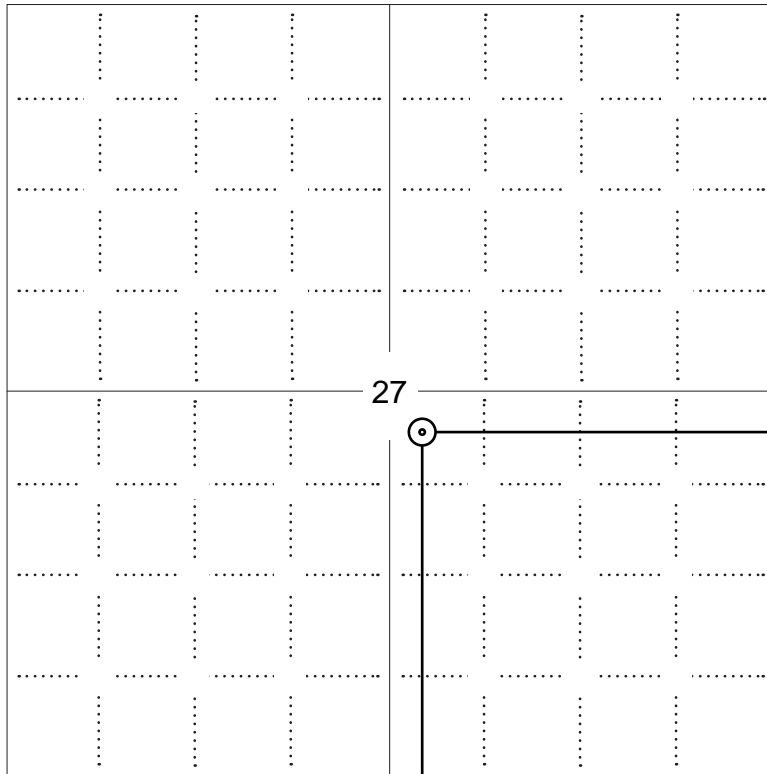
If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

PLAT

(Show location of the well and shade attributable acreage for prorated or spaced wells.)

(Show footage to the nearest lease or unit boundary line.)



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

2355 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 1037309
OIL & GAS CONSERVATION DIVISION

Form CDP-1
April 2004
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

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

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

15792
BUTLER

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 26th day of September, 2008, between, Linda J. Klaassen, widow, and Linda J. Klaassen, Executrix of the Estate of Thomas Klaassen, 10399 NW Meadowlark RD, Whitewater, KS 67154, hereinafter called lessor, and Noble Petroleum, Inc., 3101 North Rock Road, Suite 125, Wichita, KS 67226, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Butler, State of Kansas, and described as follows:

The Southwest Quarter (SW4) of Section 27, Township 24 South, Range 4 East, Except 1.25 acres for RR in the Southwest corner and except beginning 827.04 feet North of the Southwest corner of Section 27, thence deflecting North of the Southwest corner of Section 27, thence deflecting right 92° 35 minutes East 1845.07 feet to the centerline of a watercourse; thence Northerly up said center line to a point 437.67 feet North and thence 1609.50 feet East of the point of beginning; thence West at 90° 1212.29 feet; thence North 297.04 feet; thence West 397.21 feet

containing 135.40 acres, more or less.

2. This lease shall remain in force for a term of Three (3) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.
3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8%) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while shut in said royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
5. This lease is a paid-up lease and may be maintained during primary term without further payments or drilling operations.
6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein than the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of the lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator of the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.
9. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligations on the part of the lessee to offset wells on separate tracts into which the land covered by the lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate measuring or recording tanks.
10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any royalty accruing hereunder.
11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if after the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation of more than one hundred-twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.
12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.
15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

See Exhibit "A" Attached hereto and made a part hereof.

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

Linda J. Klaassen
(Linda J. Klaassen)

REC *[Signature]*
SCMP *[Signature]*
NLM *[Signature]*
RIN: Noble Petroleum, Inc.
(5) 3101 N Rock Rd, Ste 125
Wichita, KS 67226



RUTLER COUNTY, KS
- MARCIA MCCOY -
REGISTER OF DEEDS
Book: 2009 Page: 8448
Receipt #: 51491 Total Fees: \$28.00
Pages Recorded: 5
Date Recorded: 11/25/2008 9:19:00 AM

ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

STATE OF KANSAS)
) ss.
COUNTY OF Butler)

Before me, the undersigned, a Notary Public, within and for said county and state on this 7-16th day of September, 2008, personally appeared Linda J. Klaassen, widow and Executrix of the Estate of Thomas Klaassen to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purpose therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 7-24-10



Thomas J. Schaefer
Notary Public

ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public, within and for said county and state on this _____ day of _____, 20____, personally appeared _____ to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purpose therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, A.D., 20____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____ to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing Instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and Voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____

Notary Public

SUBORDINATION AGREEMENT

WHEREAS, on the 26th day of September, 2008,
Linda S. Klaassen, et al, as lessors, executed certain oil and gas leases
to Noble Petroleum, LLC, as lessee (and which leases may have been
ratified by other parties), upon the following described real estate, to-wit:

East Half of Section 27-24S-4 EAST, Butler
County, KANSAS



BUTLER COUNTY, KS
- MARCIA MCCOY -
REGISTER OF DEEDS
Book: 2010 Page: 5759
Receipt #: 56377 Total Fees: \$12.00
Pages Recorded: 2
Date Recorded: 7/13/2009 11:33:16 AM

WHEREAS, it is the desire of the present owners of said oil and gas lease, hereinafter referred to as "lessee", that the right, title and interest of the lessee acquired under and by virtue of said lease, and any ratifications thereof be paramount and superior to the lien of any mortgage held by the undersigned on the above-described property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby subordinate the lien of any mortgage or mortgages owned by the undersigned encumbering the above-described real estate, to the right, title and interest of the lessee under and by virtue of the above-described oil and gas lease and any ratifications thereof, and does hereby consent and agree that the right, title and interest of the lessee in and to the above-described real estate under and by virtue of said lease and any ratifications thereof shall be paramount and superior to the lien or liens of said mortgage or mortgages or deeds of trust thereon.

Provided, however, it is expressly understood and agreed that nothing herein contained shall operate in any way to alter, change or modify the terms and conditions of said mortgage or mortgages or in any way to release or affect the validity of the same as a lien or liens upon the real estate covered thereby or to affect the priority of said lien or liens, except as herein provided.

Witness the signature of the undersigned this the 3rd day of March, 2009.

Thomas D. Klaassen Irrevocable Life Insurance Trust, dated 6-7-02

RIN: Noble Petroleum, Inc.
ENV: 3101 N Rock Rd, Ste 125
Wichita, KS 67226

By: [Signature], Trustee
~~President/Vice-President~~ Brent Klaassen, Trustee
[Signature], Trustee
Derek Klaassen, Trustee
[Signature], Trustee
Kourt Klaassen, Trustee

REC
COMP
NWA

STATE OF KANSAS)
) ss.
COUNTY OF BUTLER)

BE IT REMEMBERED, that on this 31st day of March, 2009,
before me, the undersigned, a Notary Public, duly appointed, in and for the county and state
aforesaid, came Brent Klassen, trustee, Derek Klassen, trustee, and president Kurt of Klassen,
trustee of the Thomas D. Klassen Forever Life, a corporation of the State of Insurance Trust, dated 6-7-02,
personally known to me to be such officer, and to be the same persons who executed as such officer
the foregoing instrument of writing in behalf of said trust, and ~~we~~ duly acknowledged the
execution of the same for himself and for said ~~corporation~~ TRUST for the uses and purposes therein set forth.

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

Tharon W. Schreder
Notary Public

My Commission Expires: 7-24-10



15792
BUTLIKLI

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 26th day of September, 2008, between, Linda J. Klaassen, widow, and Linda J. Klaassen, Executrix of the Estate of Thomas Klaassen, deceased, 10399 NW Meadowlark RD, Whitewater, KS 67154 hereinafter called lessor, and Noble Petroleum, Inc., 3101 North Rock Road, Suite 125, Wichita, KS 67226 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Butler State of Kansas and described as follows:

The Northeast Quarter (NE4) of Section 27, Township 24 South, Range 4 East

- containing 159.00 acres, more or less.
- 2. This lease shall remain in force for a term of Three (3) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.
- 3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
- 4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while shut in said royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
- 5. This lease is a paid-up lease and may be maintaining during primary term without further payments or drilling operations.
- 6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
- 7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of the lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
- 8. If the estate of either party hereto is assigned (and the privileges of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator of the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.
- 9. If the leased premises are now or shall hereafter be owned in severality or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligations on the part of the lessee to offset wells on separate tracts into which the land covered by the lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
- 10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any royalty accruing hereunder.
- 11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if as the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation of more than one hundred-twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.
- 12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
- 13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
- 14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.
- 15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

See Exhibit "A" Attached hereto and made a part hereof.

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

Linda J. Klaassen
Linda J. Klaassen

WIN: Noble Petroleum, Inc.
(5) 3101 N Rock Rd, Ste 125
Wichita, KS 67226

REC
2008
VOLUME
INDEX



AJS

BUTLER COUNTY, KS
- MARCIA MCCOY -
REGISTER OF DEEDS
Book: 2009 Page: 8446
Receipt #: 51491
Pages Recorded: 6
Total Fees: \$28.00
Date Recorded: 11/25/2008 9:18:58 AM

ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

STATE OF KANSAS)
)
COUNTY OF Butler) ss.

Before me, the undersigned, a Notary Public, within and for said county and state on this 26th day of September, 2008, personally appeared Linda J. Klaassen, widow, and Executrix of the Estate of Thomas Klaassen to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day and year last above written.

My commission expires 7-24-10 Harold S. Shuck
Notary Public



ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

STATE OF _____)
)
COUNTY OF _____) ss.

Before me, the undersigned, a Notary Public, within and for said county and state on this _____ day of _____, 20____, personally appeared _____ to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____
Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, A.D., 20____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____ to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that _____ executed the same as _____ free and Voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated September 26th, 2008, by and between Linda J. Klaassen, widow, and Executrix of the Estate of Thomas Klaassen, as Lessor to Noble Petroleum, Inc., as Lessee, covering the Northeast Quarter (NE4) of Section 27, Township 24 South, Range 4 East, Butler County, Kansas.

1. The undersigned hereby gives permission to Noble Petroleum, Inc., and/or its assigns to enter the above described property with the necessary seismograph equipment for the purpose of conducting a seismic survey. Noble Petroleum, Inc. and/or its assigns shall conduct all operations in a careful, diligent, workmanlike manner. Necessary line clearance and tree trimming is authorized. Noble Petroleum, Inc. will not knowingly commence seismic surveying on leased property at a time when rain or moisture has rendered the surface of the ground susceptible to deep tire tracks or ruts. Noble will use its best efforts to protect the integrity of the surface of said lease in as near as reasonably possible to its current condition.
2. In the event of drilling activities on said lease Noble Petroleum, Inc. will work with the landowner to determine the best path for ingress and egress to best protect the lands and to cause as little interference as reasonably possible to landowners and or tenants operations and use for farming and ranching.
3. In granting permission to Noble Petroleum, Inc. and/or its assigns, Noble Petroleum, Inc. and/or its assigns agrees to protect and hold harmless lessor from any claims and damages that may result from this work. Noble Petroleum, Inc. and/or its assigns shall pay to Lessor and/or its Fee Tenant, crop damage fees commensurate with current crop values at time of said damage; total fee to be paid by check or draft within 10 days following conclusion of said survey.

I certify that I have the legal right to grant Noble Petroleum, Inc. permission to conduct seismic operations across the premises described herein and agree to the conditions of this general survey request.

Signed for Identification:


(Linda J. Klaassen)

ADDENDUM TO OIL AND GAS LEASE

This Addendum is a part of that certain oil and gas lease dated September 24, 2008, between Linda J. Klaassen, a widow, and Linda J. Klaassen, Executrix of the Estate of Thomas Klaassen, Deceased, as Lessor, and Noble Petroleum, Inc., as Lessee, covering the Northeast Quarter (NE/4) of Section 27, Township 24 South, Range 4 East, Butler County, Kansas (the "Lease"), to the same extent as if the provisions hereof had originally been written therein. In the event of conflict between the Lease provisions and the provisions provided in this Addendum, the provisions of this Addendum shall control.

1. It is expressly agreed, notwithstanding anything to the contrary herein or under applicable law, that all oil, gas, or other proceeds accruing to the Lessor under this Lease shall be without deduction, directly or indirectly, for the costs and expenses of production, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and/or marketing the oil, gas, or other products produced hereunder. It is expressly agreed that all oil royalties shall be calculated based upon a price that is not less than the actual market value of the oil, plus any bonus, premium, or other thing of value paid for the oil, without regard to the posted price.
2. Notwithstanding anything contained herein to the contrary, it is specifically agreed that the leased premises may only be pooled or unitized for the production of oil with other lands owned by the Lessor.
3. It is the intention of the parties hereto to cause as little interference with farming operations on said leased premises as possible, including but specifically not limited to the location of roads, pipelines, production equipment and facilities, including tank batteries. Lessor reserves the right to designate all routes of ingress and egress on the leased premises; provided that Lessor shall consult with Lessee on the location, direction, and width of the roads and the same shall be sufficient for normal operations by Lessee. Prior to the installation of pipelines, tank batteries, or any other equipment on the leased premises, Lessee shall consult and agree with Lessor as to the location of the same.
4. Lessee acknowledges and understands that the leased premises are presently enrolled in and subject to the terms of a contract under the Conservation Security Program administered by the Natural Resources Conservation Service of the United States Department of Agriculture, and that such contract places certain restrictions and conditions upon the use and condition of the leased premises. Lessee agrees that its use of and operations on the leased premises shall not cause Lessor or the leased premises to be in violation of or contrary to the terms of that contract. In the event that Lessor is required to forfeit or repay any of the monies received by or to be received by Lessor under that contract as a result of Lessee's operations on the leased premises, then Lessee agrees to indemnify or reimburse Lessor for any such amounts.
5. The use of water provided for under the Lease shall be limited to use for drilling operations on the leased premises only. Notwithstanding anything contained herein to the contrary, it is specifically agreed that the Lessor expressly reserves ownership and exclusive use

of all fresh water from or on the described premises, included but not limited to wells, ponds, and streams on or appurtenant to the leased said premises.

6. Lessee agrees to pay to Lessor a reasonable amount, but not less than \$1,000.00, for each drill site location on the leased premises. As further consideration hereunder, Lessee agrees to pay to Lessor a minimum of \$15.00 per rod, plus surface and crop damages, for any pipeline or road installed or constructed on the above land.

7. All pipelines and utility lines constructed under this Lease shall be buried to a minimum depth of 42 inches below the surface and shall be laid so as not to interfere with irrigated farming operations. Should the contours of the land be changed by Lessor, then the Lessee, at its sole cost and expense, shall lower any lines laid by it to maintain the minimum depth of 42 inches below the surface. No construction, maintenance or removal of such pipelines shall be undertaken by Lessee without prior notice to and express approval of the Lessor; provided, Lessee shall be allowed to enter upon the property and correct any leakage and make other "emergency" repairs without first obtaining Lessor's approval.

8. Lessee shall pay Lessor for all damages caused by its operations on the leased premises, including, but not limited to, damages to land, growing crops, grass, buildings, livestock, fences, and other improvements and personal property.

9. Lessee shall restore the leased premises, as nearly as practicable, to the contours and the condition existing at the time the Lease is executed, including but not limited to the filling of all pits and ponds, and the removal of all structures placed there during the term of the Lease. Lessee may remove all tanks, pipelines, building and other structures and fixtures, at any time before the expiration of this Lease, or within a reasonable time thereafter, but not to exceed six (6) months. Upon abandonment, Lessee shall complete restoration of the premises within six (6) months after the date of abandonment.

10. Lessee shall not be permitted to use or to drill any well on the leased premises as a disposal well for salt water and/or other fluids that are produced from wells on or off the leased premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

11. Lessee agrees that it will comply with all regulations and statutes of all governmental entities having jurisdiction over compliance with environmental legislation, rules and regulations. Lessee shall indemnify and hold Lessor harmless from any claims, damages, actions or causes of action from any environmental damage or contamination caused or contributed to be Lessee subsequent to the commencement of this lease.

12. Lessee agrees to maintain any well site, storage tank location, or any other area used in its lease operations reasonably free of weeds, but without the use of salt. Any chemical substances used by Lessee in such weed control shall be approved by Lessor prior to their use.

13. Lessee agrees with Lessor that in the drilling, operation and development of the leased premises, it will use its best effort and follow the general practices customary within the

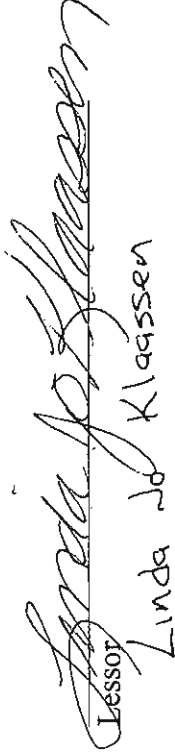
industry to protect all fresh water strata and the surface from pollution by salt water and other refuse.

14. Notwithstanding any of the other provisions of the lease to the contrary, this Lease does not confer upon Lessee, or Lessee's agents, employees, contractors or subcontractors the right to conduct seismic exploration on the leased premises. Any such seismic exploration shall be covered by a separate agreement and by the payment of reasonable compensation to Lessor and/or his agricultural tenant for such right.

15. This lease shall not be assigned by Lessee, in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

The Lease and this Addendum, and all its terms, conditions and stipulations shall extend to and be binding on all of the heirs, administrators, executors, trustees, successors and permitted assigns of Lessor and Lessee.


Lessee
Say Ablah


Lessor
Linda Jo Klaassen

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 26th day of September, 2008, between, Linda J. Klaassen, widow, and Linda J. Klaassen, Executrix of the Estate of Thomas Klaassen, deceased, 10399 NW Meadowlark RD, Whitewater, KS 67154, hereinafter called lessor, and Noble Petroleum, Inc., 3101 North Rock Road, Suite 125, Wichita, KS 67226, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Butler, State of Kansas, and described as follows:

The Southeast Quarter (SE4) of Section 27, Township 24 South, Range 4 East

containing 159.00 acres, more or less.

2. This lease shall remain in force for a term of Three (3) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.
3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while shut in said royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
5. This lease is a paid-up lease and may be maintaining during primary term without further payments or drilling operations.
6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of the lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator of the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.
9. If the leased premises are now or shall hereafter be owned in severality or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligations on the part of the lessee to offset wells on separate tracts into which the land covered by the lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
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15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

See Exhibit "A" Attached hereto and made a part hereof.

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


(Linda J. Klaassen)

RTN: Noble Petroleum, Inc.
(5) 3101 N Rock Rd, Ste 125
Wichita, KS 67226

REC
COMP
NUM



Book: 2009 Page: 8447
Receipt #: 51491 Total Fees: \$28.00

Pages Recorded: 6

Date Recorded: 11/25/2008 9:18:59 AM

BUTLER COUNTY, KS
- MARCIA MCCOY -
REGISTER OF DEEDS

15792
BUTLER
© 1983 David Carter Company

ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

STATE OF KANSAS)
COUNTY OF BUTLER) ss.

Before me, the undersigned, a Notary Public, within and for said county and state on this 26th day of September, 2008, personally appeared Linda J. Klaassen, widow, and Executrix of the Estate of Thomas Klaassen to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 7-24-10 Thermon W. Shinde Notary Public



ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

STATE OF _____)
COUNTY OF _____) ss.

Before me, the undersigned, a Notary Public, within and for said county and state on this _____ day of _____, 20____, personally appeared _____, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, A.D., 20____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that _____ executed the same as _____ free and Voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
My commission expires _____ Notary Public

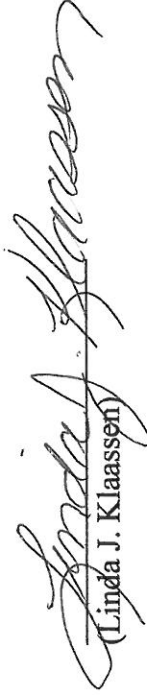
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I certify that I have the legal right to grant Noble Petroleum, Inc. permission to conduct seismic operations across the premises described herein and agree to the conditions of this general survey request.

Signed for Identification:


(Linda J. Klaassen)

ADDENDUM TO OIL AND GAS LEASE

This Addendum is a part of that certain oil and gas lease dated September 24th 2008, between Linda J. Klaassen, a widow, and Linda J. Klaassen, Executrix of the Estate of Thomas Klaassen, Deceased, as Lessor, and Noble Petroleum, Inc., as Lessee, covering the Southeast Quarter (SE/4) of Section 27, Township 24 South, Range 4 East, Butler County, Kansas (the "Lease"), to the same extent as if the provisions hereof had originally been written therein. In the event of conflict between the Lease provisions and the provisions provided in this Addendum, the provisions of this Addendum shall control.

1. It is expressly agreed, notwithstanding anything to the contrary herein or under applicable law, that all oil, gas, or other proceeds accruing to the Lessor under this Lease shall be without deduction, directly or indirectly, for the costs and expenses of production, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and/or marketing the oil, gas, or other products produced hereunder. It is expressly agreed that all oil royalties shall be calculated based upon a price that is not less than the actual market value of the oil, plus any bonus, premium, or other thing of value paid for the oil, without regard to the posted price.
2. Notwithstanding anything contained herein to the contrary, it is specifically agreed that the leased premises may only be pooled or unitized for the production of oil with other lands owned by the Lessor.
3. It is the intention of the parties hereto to cause as little interference with farming operations on said leased premises as possible, including but specifically not limited to the location of roads, pipelines, production equipment and facilities, including tank batteries. Lessor reserves the right to designate all routes of ingress and egress on the leased premises; provided that Lessor shall consult with Lessee on the location, direction, and width of the roads and the same shall be sufficient for normal operations by Lessee. Prior to the installation of pipelines, tank batteries, or any other equipment on the leased premises, Lessee shall consult and agree with Lessor as to the location of the same.
4. Lessee acknowledges and understands that the leased premises are presently enrolled in and subject to the terms of a contract under the Conservation Security Program administered by the Natural Resources Conservation Service of the United States Department of Agriculture, and that such contract places certain restrictions and conditions upon the use and condition of the leased premises. Lessee agrees that its use of and operations on the leased premises shall not cause Lessor or the leased premises to be in violation of or contrary to the terms of that contract. In the event that Lessor is required to forfeit or repay any of the monies received by or to be received by Lessor under that contract as a result of Lessee's operations on the leased premises, then Lessee agrees to indemnify or reimburse Lessor for any such amounts.
5. The use of water provided for under the Lease shall be limited to use for drilling operations on the leased premises only. Notwithstanding anything contained herein to the contrary, it is specifically agreed that the Lessor expressly reserves ownership and exclusive use

of all fresh water from or on the described premises, included but not limited to wells, ponds, and streams on or appurtenant to the leased said premises.

6. Lessee agrees to pay to Lessor a reasonable amount, but not less than \$1,000.00, for each drill site location on the leased premises. As further consideration hereunder, Lessee agrees to pay to Lessor a minimum of \$15.00 per rod, plus surface and crop damages, for any pipeline or road installed or constructed on the above land.

7. All pipelines and utility lines constructed under this Lease shall be buried to a minimum depth of 42 inches below the surface and shall be laid so as not to interfere with irrigated farming operations. Should the contours of the land be changed by Lessor, then the Lessee, at its sole cost and expense, shall lower any lines laid by it to maintain the minimum depth of 42 inches below the surface. No construction, maintenance or removal of such pipelines shall be undertaken by Lessee without prior notice to and express approval of the Lessor; provided, Lessee shall be allowed to enter upon the property and correct any leakage and make other "emergency" repairs without first obtaining Lessor's approval.

8. Lessee shall pay Lessor for all damages caused by its operations on the leased premises, including, but not limited to, damages to land, growing crops, grass, buildings, livestock, fences, and other improvements and personal property.

9. Lessee shall restore the leased premises, as nearly as practicable, to the contours and the condition existing at the time the Lease is executed, including but not limited to the filling of all pits and ponds, and the removal of all structures placed there during the term of the Lease. Lessee may remove all tanks, pipelines, building and other structures and fixtures, at any time before the expiration of this Lease, or within a reasonable time thereafter, but not to exceed six (6) months. Upon abandonment, Lessee shall complete restoration of the premises within six (6) months after the date of abandonment.

10. Lessee shall not be permitted to use or to drill any well on the leased premises as a disposal well for salt water and/or other fluids that are produced from wells on or off the leased premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

11. Lessee agrees that it will comply with all regulations and statutes of all governmental entities having jurisdiction over compliance with environmental legislation, rules and regulations. Lessee shall indemnify and hold Lessor harmless from any claims, damages, actions or causes of action from any environmental damage or contamination caused or contributed to be Lessee subsequent to the commencement of this lease.

12. Lessee agrees to maintain any well site, storage tank location, or any other area used in its lease operations reasonably free of weeds, but without the use of salt. Any chemical substances used by Lessee in such weed control shall be approved by Lessor prior to their use.

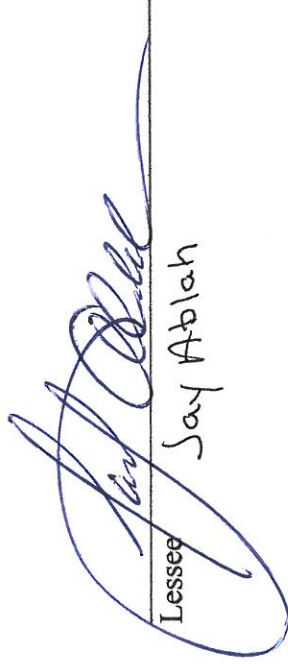
13. Lessee agrees with Lessor that in the drilling, operation and development of the leased premises, it will use its best effort and follow the general practices customary within the

industry to protect all fresh water strata and the surface from pollution by salt water and other refuse.

14. Notwithstanding any of the other provisions of the lease to the contrary, this Lease does not confer upon Lessee, or Lessee's agents, employees, contractors or subcontractors the right to conduct seismic exploration on the leased premises. Any such seismic exploration shall be covered by a separate agreement and by the payment of reasonable compensation to Lessor and/or his agricultural tenant for such right.

15. This lease shall not be assigned by Lessee, in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

The Lease and this Addendum, and all its terms, conditions and stipulations shall extend to and be binding on all of the heirs, administrators, executors, trustees, successors and permitted assigns of Lessor and Lessee.


Lessee
Say Ablah


Linda Jo Kllassen

April 23, 2010

Jay Ablah
Noble Petroleum, Inc.
3101 N ROCK RD STE 125
WICHITA, KS 67226-1300

Re: Drilling Pit Application
Klaassen 8
SE/4 Sec.27-24S-04E
Butler County, Kansas

Dear Jay Ablah:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit within 168 hours of completion of drilling operations.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (316) 630-4000 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through SOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (316) 630-4000.