

For KCC	Use:
Effective	Date:
District #	
0040	

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form C-1 October 2007 Form must be Typed

	ITENT TO DRILL  All blanks must be Filled  (5) days prior to commencing well
Expected Spud Date:	Spot Description:
month day year	· · · · — —
	Sec Twp S. R LE L W
OPERATOR: License#	feet from N / S Line of Section
Name:	feet from E / W Line of Section
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City:	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	Target Formation(s):
	Nearest Lease or unit boundary line (in footage):
Well Drilled For: Well Class: Type Equipment:	Ground Surface Elevation:feet MSL
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	
Disposal Wildcat Cable	
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: I I II
II OWWO. Old Well IIIIOITIAtion 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:
Directional Deviated or Herizontal wellbore?	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?  Yes No	Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
KCC DKT #:	(Note: Apply for Permit with DWR )
NOO BILL II.	Will Cores be taken? Yes No
	If Yes, proposed zone:
The undersigned hereby affirms that the drilling, completion and eventual plu It is agreed that the following minimum requirements will be met:  1. Notify the appropriate district office <i>prior</i> to spudding of well;  2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemente Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1	n drilling rig; by circulating cement to the top; in all cases surface pipe <b>shall be set</b> e underlying formation. crict office on plug length and placement is necessary <b>prior to plugging</b> ; ged or production casing is cemented in;
	Remember to:
For KCC Use ONLY	- File Drill Pit Application (form CDP-1) with Intent to Drill;
API # 15	- File Completion Form ACO-1 within 120 days of spud date;
74 TH TO	- File acreage attribution plat according to field proration orders;

Conductor pipe required \_\_\_ \_\_\_\_\_feet per ALT. Minimum surface pipe required \_ Approved by: This authorization expires: \_\_ (This authorization void if drilling not started within 12 months of approval date.) Spud date: \_ Agent:

- 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:	



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

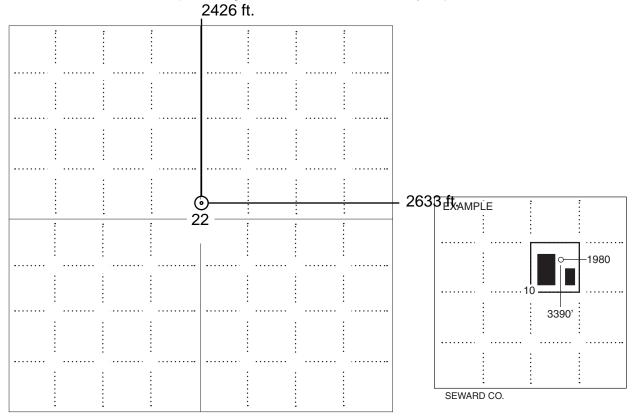
Plat of acreage attributable to a well in a prorated or spaced field

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	S Line of Section
Well Number:			feet from	E / V	W Line of Section
Field:	Sec	Twp	S. R	E	≣ W
Number of Acres attributable to well:	Is Section:	Regular or	Irregular		
	If Section is Section corr	s Irregular, locate ner used: NE		rest corner	boundary.

### **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,
- 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

1037784

Form CDP-1
April 2004
Form must be Typed

## **APPLICATION FOR SURFACE PIT**

## Submit in Duplicate

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

IN MILNESS MHEKEOE, the undersigned has executed this instrument on the date set forth above.

Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, the receipt of which is Village, Colorado, 80111 hereinafter called Lessee: KS 67839 herein called Lessor (whether one or more). And Zenith Petroleum Cornoration of 5766 S. Ivy Street, Greenwood Habiger Trustee of the Virginia L. Habiger Living Trust dated May 16, 2001 whose mailing address is 610 Vine Street, Dighton,

OIF YND GYZ FEYZE

AGREEMENT, Made and entered into the January 25, 2009 Effective Date: December 3, 2009 by and between, Edwin A,

other structures and things thereon to produce, save, take care of, treat, manufacture, process, store, and transport said oil, liquid water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, hereby acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases

situated in County of Lane, State of Kansas described as follows, to wit: caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise

and containing 160,00 acres, more or less, and all accretions thereto. Subject to provisions herein contained, this lease shall remain in Section 22: NE/4 Township 19 south-range 27 west 6<sup>th</sup> P.M.

In consideration of the premises the said lessee covenants and agrees: products, or any of them, is produced from the described land or land that is pooled or consolidated with the described land. force for a term of two (2) years from this date, and as long thereafter as oil, gas, liquid hydrocarbons, or other respective constituent

14. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal

manufacture of any products therefrom, one-eighth (1/8th), at the market price at the well, (but, as to gas sold by lessee, in no event one-eighth part  $(1/8^{th})$  of all oil produced and saved from the leased premises, or used in the  $2^{th}$ . To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the

it will be considered that gas is being produced within the meaning of the preceding paragraph. lessee may pay or tender as royalty One dollar per year per mineral acre retained hereunder, and if such payment or tender is made manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, more than on-eighth (1/8th) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the

continue and be in force with like effect as if such well had be completed within the term of the years first mentioned. completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee

oyalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for lessee operation thereon, except eeî bebivibau.

When requested by lessor, lessee shall bury lessee's pipe line below plow depth. water from the wells of lessor.

Lessee shall pay for damages caused by lessee's 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 lessor.

Lessee shall have the right at time to remove all machinery and fixtures placed and said premises, including the right to draw

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the and remove casing.

respect to the assigned portion or portions arising subsequent to the date of the assignment. or assignment or a true copy thereof. In case lessee assigns this lease, in whole or part, lessee shall be relieved of all obligations with land or assignments of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer covenants hereof shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the

above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the Lessee may at any time execute and deliver to lessor or place a release or releases covering any portion or portions of the

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules of acreage surrendered.

therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation. Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply

Lessor hereby warrants and agrees to defend the title of the large herein described, and agrees that the lessees shall have the right at any time to redeem for lessor, by payment any mortgages, the horizon thereof, and the undersigned lessors, for themselves and default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion 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. their heirs, successors and assigns, hereby surrender and release, all right of dower and homestead in the premises described herein, in

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 production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall treated as if well. Lessee shall execute in writing and pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on 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 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 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 thereof with other land: lease or leases in the immediate vicinity thereof, when in the leasee's judgment it is necessary or advisable to

acreage so pooled in the particular unit involved. 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 royallies elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty

Lessee agrees to restore all lands to their original condition should any damages be caused by Lessor's drilling operations.

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF KANSAS	
COUNTY OF LANE )SS:	
Before me, the undersigned a Notary Public, in and for said County and State, on this 27 day of 2009 Personally appeared Edwin A. Habiger Trustee of the Virginia L. Habiger Living Trust dated May 16, 2001 to me known to the identical persons, described in and who executed the within and foregoing instrument and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the purposes therein set forth.	he
IN Witness Whereof, I have hereunto set my and and affixed my notorial seal the day and last above written	
Fatricia (1 Shan	
PATRICIA A. SHARP Notary Public State of Kansas MyAppt Exp. 1/- 79-09	
STATE OF KANSAS, LANE COUNTY, SS This instrument was filed for record on the	
6 day of	
A.Q <u>.n.o</u> at <u>//_ee</u> U o'clock <u>A</u> M and duly recorded in Book <u>/a</u> 7 on page 9 )	
Fee 12.0D	
Register of Deeds	
Authorican	
NUMERICAL DIRECT	£
✓INDIRECT (	
COMPUTER	

## OIL AND GAS LEASE

AGREEMENT, Made and entered into January 25, 2009 Effective Date: October 27, 2009 by and between, Edwin A. Habiger Trustee of the Virginia L. Habiger Living Trust dated May 16, 2001 whose mailing address 610 Vine Street, Dighton, KS 67839 herein called Lessor (whether one or more). And Zenith Petroleum Corporation of 5766 S. Ivy Street, Greenwood Village, Colorado, 80111 hereinafter called Lessee:

Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, lesses 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 strate, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store, and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Lane, State of Kansas described as follows, to wit:

### TOWNSHIP 19 SOUTH-RANGE 27 WEST 6<sup>TH</sup> P.M. Section 22: SE/4

and containing 160.00 acres, more or less, and all accretions thereto. Subject to provisions herein contained, this lease shall remain in force for a term of two (2) years from this date, and as long thereafter as oil, gas, liquid hydrocarbons, or other respective constituent products, or any of them, is produced from the described land or land that is pooled or consolidated with the described land.

In consideration of the premises the said lessee covenants and agrees: 1". To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal

one-eighth part (1/8°) 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 (1/8th), at the market price at the well, (but, as to gas sold by lesses, in no event more than on-eighth (1/8th) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lesses may pay or tender as royalty One dollar per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had be completed within the term of the 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 operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe line 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 time to remove all machinery and fixtures placed and 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 assignments 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 essigns this lease, in whole or part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of the assignment.

Lessee may at any time execute and deliver to lessor or place a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules of Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title of 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 acreage covered by this lease or any portion thereof with other land: lease or leases in the immediate vicinity thereof, when in the 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 640 acres each in the event of a gas well. Lessee shall execute in writing and pooled into a tract or unit shall be treated, for all purposes except the payment of toyalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

Lessee agrees to restore all lands to their original condition should any damages be caused by Lessor's drilling operations.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth above.

ARGENIAL HABIGER LIV	ang irust	
SAMULY HEGISEL-HITTER	3	

Edwin A. Habiger, Trustee

ram-up Kansas -Oklahoma	OIL AND GAS LEASE	
THIS AGREEMENT, Entered Into this	August	20.09
	Trust, dated May 16, 2001	
610 Vine Street		
Dighton, KS		horningfor called leases
mdThomas Energy, Inc., 209 E.	William, Ste. 908, Wichita, KS 67202	harminaffar collect leases does when
1. That lesser for and in consideration of the even of	One and more	
unto the lessee the hereinafter described land, with any re all or any part of the lands covered thereby as hereinafter drilling and the drilling, mining, and operating for, product vapors, and all other gases, found thereon, the exclusive laying pine lines, building tasks, stocked oil, building course	the lessee, has this day granted, lessed, and let and by these preventionary rights therein, and with the right to unitize this lesse or provided, for the purpose of carrying on geological, geophysical or and saving all of the oil, gas, gas condensate, gas distillate, or right of injecting water, brine, and other fluids and substances in right of injecting water, brine, and other fluids and substances are a stations, electrical lines and other structures thereon necessary, save, take care of, and manufacture all of such substances, and	cooms does notoby grant, lease, and let exclusively r r any part thereof with other oil and gas leases as to il and other exploratory work thereon, including core assinghead gasoline and their respective constituent to the subsurface strata, and for constructing roads,
	ata, seld tract of land being situated in the County ofLand	•
tate ofKansas		
		STATE OF KANSAS, LANE COUNTY,
	Million	THIS HISBUINENT WAS FILED FOR TOO and
Cownship 19 South, Range 27 Wes Section 22: NW/4	st, MITAL	
section 22: NVV/4		
	ECT ORIG.	any recorded in Book 7.28 ou bage
	COMPUTER	duly recorded in Book / 8 on page,
intelning160		Register of Deeds
This lease shall remain in force for a term of  preatter as oil, gas, casingheed gas, casingheed gasoline	.Three (3)years <u>December 1</u> : s or any of the products covered by this lease is or can be produce	2, 2009 (called "primary term") and as long
3. The lesses shall deliver to lesser as revelly free of a	cost, on the lease, or into the pipe line to which lessee may conne	
7. The lessee shall have the right to use free of cost, g squired by lessor, the lessee shall bury its pipe lines beloritied nearer than 200 feet to the house or bern now on xpiration of this lease to remove all machinery, fidures, ho 8. If the estate of either party hereto is assigned (and evisees, executors, administrators, successors, and assigned exisees, axecutors, administrators, successors, and no charas been furnished with either the original recorded instruments of conveyance or duly cerdiance payments of rentals made hereunder before receipt heir of lessor.  9. If the leased premises are now or shall herester be	pas, oil and water found on said land for its operations thereon, or plow depth and shall pay for damage caused by its operation said premises without written consent of the lessor. Lessoe is uses, buildings and other structures placed on said premises, incl. If the privilege of assigning in whole or in part is expressly allowering, but no change or division in ownership of the land, or royaltienge of ownership in the land or in the royalties or any sum due ur nort of conveyance or a duly certified copy thereof, or a certified oppies thereof necessary in showing a complete chain of tit pit of said documents shall be binding on any direct or indirect assessment in severality or in separate tracts the assessment and a complete of the country of the severality or in separate tracts the assessment and a complete of the country of the severality or in separate tracts the assessment and the country of the country of the severality or in separate tracts the country of the country of the country of the severality or in separate tracts the country of the country o	coept water from existing wells of the lessor. When as to proving crops on said land. No well shall be hall have the right at any time during, or after the uding the right to draw and remove all casing.  add), the covenants hereof shall extend to the heirs, as, however accomplished, shall extend to the heirs, as, however accomplished, shall extend to the heirs, or however accomplished, shall extend to the lessee until it copy of the will of any deceased owner and of the ased owner, whichever is appropriate, together with the back to lessor of the full interest claimed, and all lignee, grantee, devisee, or administrator, executor,
the leased acreage. There shall be no obligation on the ideal by sale, devisee, descent or otherwise, or to furnish	g and paid to such separate owners in the proportion that the ac part of the lessee to offset wells on separate tracts into which the separate measuring or receiving tanks.	reage owned by each separate owner bears to the land covered by this lease may now or hereafter be
	e to the land herein described and agrees that the lessee, at its op ed on or against the above described lands and, in the event it e self by applying to the discharge of any such mortgage, tax or oth	
nasced in drilling or reworking operations thereon, then is	n of oil or gas should oease from any cause, this lease shall not t thereafter, or if at the expiration of the primary term, oil or gas is n either event, this lease shall remain in force so long as operation. The than one hundred twenty (120) consecutive days, and if the oil or gas under any provisions of this lease.	not being produced on said land, but lessee is then
ANILY. UI COMO BENU IGESO IS SUITORIUGIOU EN LI CHYCORIO ES	use in whole or in part by delivering or mailing such release to the to only a portion of the acreage covered thereby, then all paymen elarmine, but as to the portion of the acreage not released the te	to and liabilities themselve consider and a the terms
percess actinitissering the settle, and this lease stight hot b e express or implied provisions hereof if such failure acco	oject to all federal and state laws and the orders, rules, or regulation on any way terminated wholly or partially nor shall the lessee be note with any such laws, orders, rules or regulations (or interpretation well hereunder by the order of any constituted authority having june.	pliable in damages for failure to comply with any of
remote by whome tease, or reases when, in reases a judgement to conservation of such minerals in and under sa hits not exceeding 640 acres each in the event of a gas as- ections. Lessee shall execute in writing and file for record creage so pooled into a unit or units shall be treated for all roduction is found on any part of the pooled acreage it ship by. Any well drilled on such unit shall be and constitute a	ower to pool or combine into one or more units the land covered it gment, it is necessary or advisable to do so in order to properly aid land, such pooling to be in a unit or units not exceeding 80 act nd/or condensate or distillate well, plus a tolerance of ten percent in the county in which the land is situated an instrument identify it purposes, except the payment of royalties on production from the all be treated as if production is had from this lease whether any well hereunder. In lieu of the royalties elsewhere herein specified the amount of his net royalty interest therein on an acreage besis	develop and operate said lease pramises so as to rea each in the event of an oil well, or into a unit or i (10%) to conform to Governmental Survey quarter ing and describing the pooled acreege. The entire to pooled unit, as if it were included in this lease. If well is located on the land covered by this lease or
	, ons shall extend to and be binding on all successors of said lessor	and lessee.
	SEE ATTACHED RIDER	
WITNESS WHEREOF, we sign the day and year first abo		
DWIN Ą. HABIGER LIVING TRUS	T	

LL68-1 Form 88 (producers) Rev. 1-83 Paid-up Kenses -Oklehoma

# **OIL AND GAS LEASE**

betweenEdwin A. Habiger Living Trust, dated May	, 16, 2001	
610 Vine Street		
Dighton, KS		
Thomas Energy, Inc., 209 E. William, Ste. 908		
and Thermas Energy, Inc., 209 E. vviillam, Ste. 900		
and agreements hereinafter contained to be performed by the lessee, has this day gra- unto the lessee the hereinafter described land, with any reversionary rights therein, an all or any part of the lands covered thereby as hereinafter provided, for the purpose of drilling and the drilling, mining, and operating for, producing and saving all of the oil, vapors, and all other gases, found thereon, the exclusive right of injecting water, brind laying pipe lines, building tanks, storing oil, building power stations, electrical lines an land alone or conjointly with neighboring lands, to produce, save, take care of, and man	anted, leased, and let and by these pid with the right to unitize this lease of carrying on geological, geophysics gas, gas condensate, gas distillate, e, and other fluids and substances in dother structures thereon necessar nufacture all of such substances, and	resents does hereby grant, lease, and let exclusively r any part thereof with other oil and gas leases as to il and other exploratory work thereon, including core assinghead gasoline and their respective constituent to the subsurface strata, and for constructing roads, y or convenient for the economical operation of said the injection of
water, brine, and other substances into the subsurface strata, said tract of land being si	-	e
State ofKansas		STATE OF KANSAS, LANE COUNTY, S This instrument was filed for record of Aday of Acade of Colocks M A.D. and at 8 20 0'clocks M duly recorded in Book 28 on page / Fee /6
Township 19 South, Range 27 West,	NUMERICAL	A Dag Pat V30/ piplophy M
Section 22: SW/4	E CT	duly recorded in Book /28 on page
	RECT COMP. ORIG.	Fee /6
	COMPUTER	
containingecres, more or less		Register of Deeds
This lease shall remain in force for a term of	years <u>December 1</u> ered by this lease is or can be produc	2, 2009 (called "primary term") and as long ed.
3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the produced and saved from the leased premises, or at the lessee's option may pay to the gravity preveiling on the day such oil is run into the pipe line or into storage to the day such oil is run into the pipe line or into storage to the day such oil is run into the pipe line or into storage to the day such oil is run into the pipe line or into storage to the day such oil is run into the pipe line or into storage to the day such oil is run into the pipe line or into storage to the day such oil is run into the pipe line or into storage to the day such oil is run into the pipe line or into the pipe line or into the pipe line of the day such oil is run into the pipe line or		ect its wells the equal one-eighth (1/8th) part of all oil royalty the market price at the wellhead for oil of like
being produced in paying quantities. The first yearly period during which such gas is not  5. This lease is a paid-up lease and may be maintained during the primary term with  6. In the event said leasor owns a less interest in the above described land than  shall be paid to said leasor only in the proportion which his interest bears to the whole  of leasor, or his heirs, or his or their grantee, this lease shall cover such reversion.  7. The leasee shall have the right to use free of cost, gas, oil and water found on a  required by lessor, the leasee shall bury its pipe lines below plow depth and shall pay  intilled nearer than 200 feet to the house or beam now on said nomines without with	thout further payments or drilling oper the entire and undivided fee simple and undivided fee, however, in the en	ations. estate therein then the royatiles herein provided for vent the title to any interest in said land should revent
trilled nearer than 200 fast to the house or hom nous as said assertion with		xcept water from existing wells of the lessor. When
expiration of this lease to remove all machinery, fixtures, houses, buildings and other state of either party hereto is assigned (and the publication of coolings to	y in tailings caused by its operation ten consent of the lessor. Lessee of tructures placed on said premises, inc	ns to growing crops on said land. No well shall be shall have the right at any time during, or after the studing the right to draw and remove all casing.
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spiration of this lease to remove all machinery, fixtures, houses, buildings and other state of either party hereto is assigned (and the privilege of assigning is levisees, executors, administrators, successors, and assigns, but no change or division he obligations or diminish the rights of lessee, and no change of ownership in the land has been furnished with either the original recorded instrument of conveyance or a dut wobate thereof, or certified copy of the proceedings showing the appointment of an additionable thereof, or certified copy of the proceedings showing the appointment of an additionable payments of rentals made hereunder before receipt of said documents shall be river of lessor.  9. If the leased premises are now or shall hereafter be owned in severalty or in set and all royalties according hereunder shall be divided among and paid to such separate intire leased acreage. There shall be no obligation on the part of the lessee to offset winded by sale, devisee, descent or otherwise, or to furnish separate measuring or receipting ages, or other liens existing, levied, or assessed on or against the above of gints of any holder or holders thereof and may reimburse itself by applying to the discher among aged in drilling or reworking operations within one hundred-liventy (120) days thereafter, or if at the expiration of the primary term, production of oil or gas should cease in sevorable of any holder or holders thereof and may reimburse itself by applying to the discher among aged in drilling or reworking operations within one hundred-liventy (120) days thereafter, or if at the expiration of the primary term, production of oil or gas under any provision thereof well thereafter commenced, with no cessation of more than one hundred hierant main in effect so long thereafter as there is production of oil or gas under any provision there are all the lease as to the portion canceled shall cease and determine, but as to the portion read lease to the portion canceled shall cease and determine, but as to the	by the damage caused by its operation consent of the lessor. Lessee is ructures placed on said premises, income whole or in part is expressly allow on whole or in part is expressly allow on in ownership of the land, or royatified or any sum due ut by certified copy thereof, or a certified ministrator for the estate of any december of the said of the estate of any december of the said of the estate of any december of the proportion that the accepts on apparate tracts, the premises may non a coveres in the proportion that the accepts on apparate tracts into which the aving tanks.  It and agrees that the lessee, at its of described lands and, in the event it of arge of any such mortgage, tax or oth from any cause, this lease shall not associated any such mortgage, tax or oth from any cause, this lease shall not associated and the primary term, oil or gas is all remain in force so long as operating (120) consecutive days, and if they are of this lease.  Inverting or mailing such release to the age covered thereby, then all paymen on of the acreage not released the tease and the orders, rules, or regulations or for the acreage not released the tease and the orders, rules, or regulation or or more units the land covered it visable to do so in order to properly or or any constituted authority having just a tolerance of ten percent and is situated an instrument identify ent of mystites on production from the is had from this lease whether any or production from the shall from this lease whether any or possible advantage also whether any or possible advantage also whether any or production from the shall from this lease whether any or possible advantage also whether any or possible advantage of ten percent and is situated an instrument identify ent of mystites on production from the production	inst to growing crops on said land. No well shall be what have the right at any time during, or after the studing the right to draw and remove all casing.  and), the covenants hereof shall extend to the heirs, es, however accomplished, shall operate to enlarge had right lease shall be binding on the lessee until it copy of the will of any deceased owner and of the ased owner, whichever is appropriate, together with the back to lessor of the full interest claimed, and all signee, grantse, devisee, or administrator, executor, etheless be developed and operated as one lesse, prage owned by each separate owner bears to the land covered by this lease may now or hereafter be land covered by this lease may now or hereafter be believed to the end of the end
sepiration of this lease to remove all machinery, fixtures, houses, buildings and other state.  8. If the estate of either party hereto is assigned (and the privilege of assigning is levisees, executors, administrators, successors, and assigns, but no change or division he obligations or diminish the rights of leases, and no change of ownership in the land levisees, or certified copy of the proceedings showing the appointment of an adminished with either the original recorded instrument of conveyance or a dud original recorded instruments of conveyance or duly certified copies thereof necessis obtained payments of rentals made hereunder before receipt of said documents shall be related to some or heir of lessor.  9. If the leased premises are now or shall hereafter be owned in severalty or in send all royatiles accruing hereunder shall be divided among and paid to such separate and all royatiles accruing hereunder shall be divided among and paid to such separate intire leased acreage. There shall be no obligation on the part of the leases to offsat winded by sale, devisee, descent or otherwise, or to furnish separate measuring or receivided by sale, devisee, descent or otherwise, or to furnish separate measuring or receivided by sale, devisee, descent or otherwise, or to furnish separate measuring or receivided by any holder or holders thereof and may reimburse itself by applying to the disches access, mortgages, or other liens existing, levied, or assessed on or against the above.  11. If after the expiration of the primary term, production of oil or gas should cease in sworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of any holder or holders thereof and may reimburse itself by applying to the disches there well thereafter commenced, with no cessation of more than one hundred twenty mash in effect so long thereafter as there is production of oil or gas under any provision of the reset and main in effect so long thereafter as there is production of oil or gas under an	y in taillage caused by its operation consent of the leasor. Lessee is nuctures placed on sald premises, including the control of the land, or royatil or in the royatiles or any sum due us by certified copy thereof, or a certified ministrator for the estate of any december of the shadow of the complete chain of the binding on any direct or indirect assistant of the binding on any direct or indirect assistant of the binding on any direct or indirect assistant of the proportion that the act allows on the proportion that the act allows on the proportion that the act allows of the proportion of the event it is argued of any such mortgage, tax or other than the proportion of the primary term, oil or gas is all mensin in force so long as operating the proportion of the acreage not release to the age covered thereby, then all payment on of the acreage not released the tease of the acreage of the acreage of the property of any constituted authority having it is one or more units the land covered it is able to do so in order to property on a unit or units not exceeding 80 acreases in the property of any constituted authority having it is one or more units the land covered it is able to do so the order to property on a unit or units not exceeding 80 acreases and its attacted an instrument identify and is situated an instrument identify and is situated an instrument identify and is situated an instrument identify and is interest therein on an acreage basis.	inst to growing crops on said land. No well shall be what have the right at any time during, or after the studing the right to draw and remove all casing.  and), the covenants hereof shall extend to the heirs, es, however accomplished, shall operate to enlarge had right lease shall be binding on the lessee until it copy of the will of any deceased owner and of the ased owner, whichever is appropriate, together with the back to lessor of the full interest claimed, and all signee, grantse, devisee, or administrator, executor, etheless be developed and operated as one lesse, prage owned by each separate owner bears to the land covered by this lease may now or hereafter be land covered by this lease may now or hereafter be believed to the end of the end
spiration of this lease to remove all machinery, fixtures, houses, buildings and other state is the estate of either party hereto is assigned (and the privilege of assigning is levisees, executors, administrators, successors, and assigns, but no change or division he obligations or climinish the rights of lessee, and no change of ownership in the land has been furnished with either the original recorded instrument of conveyance or a dut robate thereof, or certified copy of the proceedings showing the appointment of an additional recorded instruments of conveyance or duly certified copies thereof necess divence payments of rentals made hereunder before receipt of said documents shall be river of lessor.  9. If the leased premises are now or shall hereafter be owned in severalty or in set all royatiles accruing hereunder shall be divided among and paid to such separate intire leased acreage. There shall be no obligation on the part of the lessee to offset winded by sale, devisee, descent or otherwise, or to furnish separate measuring or resorted in the lease of the lease of the lessee to offset winded by sale, devisee, descent or otherwise, or to furnish separate measuring or resorted in the sale of any holder or holders thereof and may reimburse itself by applying to the disches the printing of any holder or holders thereof and may reimburse itself by applying to the disches any provision of the expiration of the primary term, production of oil or gas should cease in the well thereafter commenced, with no cessation of more than one hundred twenty amain in effect so long thereafter as there is production of oil or gas under any provision paged in drilling or reworking operations thereon, then in either event, this lease shall not expert any time surrender or cancel this lease in whole or in part by delight of the primary term provision of more than one hundred twenty amain in effect so long thereafter as there is production of oil or gas under any provision and in this force and effect for all purposes, continue	y in taillage caused by its operation consent of the leasor. Lessee is nuctures placed on sald premises, including the control of the land, or royatil or in the royatiles or any sum due us by certified copy thereof, or a certified ministrator for the estate of any december of the shadow of the complete chain of the binding on any direct or indirect assistant of the binding on any direct or indirect assistant of the binding on any direct or indirect assistant of the proportion that the act allows on the proportion that the act allows on the proportion that the act allows of the proportion of the event it is argued of any such mortgage, tax or other than the proportion of the primary term, oil or gas is all mensin in force so long as operating the proportion of the acreage not release to the age covered thereby, then all payment on of the acreage not released the tease of the acreage of the acreage of the property of any constituted authority having it is one or more units the land covered it is able to do so in order to property on a unit or units not exceeding 80 acreases in the property of any constituted authority having it is one or more units the land covered it is able to do so the order to property on a unit or units not exceeding 80 acreases and its attacted an instrument identify and is situated an instrument identify and is situated an instrument identify and is situated an instrument identify and is interest therein on an acreage basis.	inst to growing crops on said land. No well shall be what have the right at any time during, or after the studing the right to draw and remove all casing.  and), the covenants hereof shall extend to the heirs, es, however accomplished, shall operate to enlarge had right lease shall be binding on the lessee until it copy of the will of any deceased owner and of the ased owner, whichever is appropriate, together with the back to lessor of the full interest claimed, and all signee, grantse, devisee, or administrator, executor, etheless be developed and operated as one lesse, prage owned by each separate owner bears to the land covered by this lease may now or hereafter be land covered by this lease may now or hereafter be believed to the end of the end
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