

For KCC Use:	
Effective Date: _	
District #	

Spud date: _

Agent:

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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

Expected Spud Date:	Spot Description:
monun day year	Sec Twp S. R E
DPERATOR: License#	feet from N / S Line of Sect
lame:	feet from E / W Line of Secti
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
ty:	County:
ontact Person:	Lease Name: Well #:
one:	Field Name:
DNTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet M
Oil Enh Rec Infield Mud Rotary	Water well within one-guarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable	Depth to bottom of fresh water:
Seismic ; # of Holes Other Other:	Depth to bottom of usable water:
Other.	Surface Pipe by Alternate: I III
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
On such as	Length of Conductor Pipe (if any):
Operator:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
Original Completion Bate.	Water Source for Drilling Operations:
rectional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
ottom Hole Location:	(Note: Apply for Permit with DWR)
CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
	FIDAVIT
ne undersigned hereby affirms that the drilling, completion and eventual plu	gging of this well will comply with K.S.A. 55 et. seq.
s agreed that the following minimum requirements will be met:	
 Notify the appropriate district office prior to spudding of well; 	drilling rige
2. A copy of the approved notice of intent to drill shall be posted on each	
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 A copy of the approved notice of intent to drill <i>shall be</i> posted on each 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 	by circulating cement to the top; in all cases surface pipe shall be set e underlying formation.
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Signature of Operator or Agent:



IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

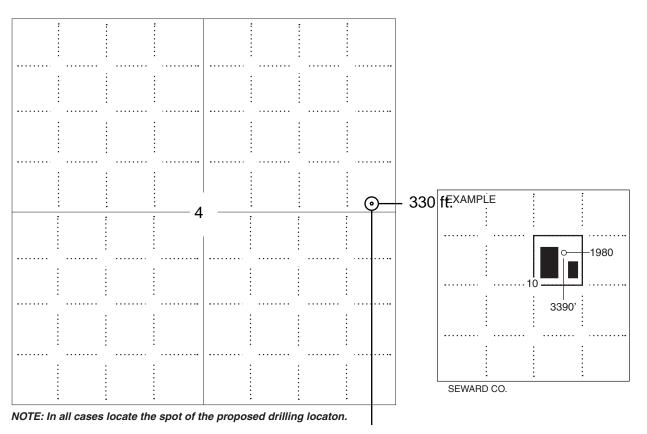
Plat of acreage attributable to a well in a prorated or spaced field

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

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

PLAT

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



2750 ft.

In plotting the proposed location of the well, you must show:

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

038014

Form CDP-1
April 2004
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name:		License Number:	
Operator Address:			
Contact Person:		Phone Number:	
Lease Name & Well No.:			Pit Location (QQQQ):
Type of Pit: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) Is the pit located in a Sensitive Ground Water Is the bottom below ground level? Yes No Pit dimensions (all but working pits): Depth from If the pit is lined give a brief description of the material, thickness and installation procedure	Artificial Liner? Yes 1 Length (feom ground level to de	No No et) Describe proce	
		ccgy,	
·		Depth to shallo	west fresh waterfeet.
feet Depth of water well	feet		redwell owner electric logKDWR
Emergency, Settling and Burn Pits ONLY: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily: Does the slope from the tank battery allow all spilled fluids to		Type of material Number of work Abandonment	bover and Haul-Off Pits ONLY: al utilized in drilling/workover:
	KCC (OFFICE USE OF	NLY Steel Pit RFAC RFAS
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection: Yes No

(PRODUCER'S SPECIAL) (PAID-UP)

(Rev. 1993) 930

OIL AND GAS LEASE

Kansas Blue Print 700 S. Bradwy PO Box 783 Wichia, KS 9251-6793 316-264-634-294-5105 fax www.kbp.com · kbp@klp.com

AGREEMENT, Made and entered into the $25 { m th}$ day of ${ m July}$	2009
y and botwoon James R. McVey and Mary Anne McVey, husband and wife	}
whose mailing address is 3803 N. 4th St., Hill City, KS 67642	e or more)
nd Mirfin Drilling Company Tro 250 N Mator Ct 240 200 Mister Tro	100

hereinafter caller Lessee: Lessor, in consideration of One and morte is here acknowledged and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strats, 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 and other wise caring for its employees, the following described and, together with any reversionary rights and after-acquired interest. described as follows to-wit 1.00+ Kansas State of Trego

West 21 South-Range E/2SE/4 Township 11 Section 4: E,

acres, more or less, and all and containing XXX Township. In Section

Subject to the provisions herein contained, this lease shall remain in force for a term of ORC (1) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

equal one-eighth (1/4) part of all oil produced and saved nect wells on said land, the In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which less 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-cighth (%) of the market price at the well, (but, as to gas sold by lessee, in no event more than one-cighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty. One Dollar (\$1.00) per year per not 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 than the red of the case of hall bave the right to drill such well to completed within the term of years first mentioned.

If said lesser only a lesse shall continue and be in force with like effect as if such well tand been completed within the term of years first mentioned.

If said lesser owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalities been provided for shall be paid the said lessor owns a less interest hears to the whole and undivided fee.

Lesses shall have the right to use, free of cost, gas, oil and water produced on said land for lesser's operation thereon, except water from the wells of lessor.

When requested by lesser's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, including the right to draw and remove casing.

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

It is estate of the party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to assignment.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and versus or assignment or a true copy threeft. In case lessee assignation or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lesser or place of record a release or velocases covering any portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lesser or place of record a release or surrender this lease as to such portion or portions and per relieved of all obligations as to the acreage surrender this lease es to su

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their beirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right had now any affect the purposes for which this lesse is made, as recited herein.

Lessee, as its option, is hereby given the right and power to pool or combine the acreage covered by this lesse or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts configuous to one another and that may be produced from said permises, such pooling to be off tracts configuous to one another and that may be produced from said permises, such pooling to be off tracts configuous to one another and that may be produced from said permises, such pooling to be officued as shall exceed in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The ontire acreage so pooled into a tract or unit shall be treated as if production is had from this lease of the reparts of the production is hed from this lease of the reparts of the receive on production from a unit so pooled only such portion of the reparts by this lease or not. In lieu of the reparts placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the prograd on the premises covered by this lease or the interest therein on an acreage basis b

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

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McVey

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James

McVey Wang Anng Mary

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(James

313 158 158 314

Notary Public

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

(Rev. 1993)

AGREEMENT, Made and entered into

OIL AND GAS LEASE

700 S. Broadway F 700 S. Broadway F Wichila, KS 672 316-284-6344-20 www.kbp.com·kbp	
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2009

by and between <u>Michael A. Davignon and Mary Kay Davignon</u> , husband and wife	whose mailing address is 201 6th Street, Bogue, KS 67625 and Murfin Drilling Company, Inc., 250 N. Water St., Ste. 300, Wichita, KS 67202 , hereinafter called Lessor (whether one or more)	Lessor, in consideration of One and more provided and of the agreements of the lessee herein contained, hereby grants, lease and lete 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 consittuent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products and differ-acquired interest, therefore an other products and after-acquired interest shuated in County of Street Stre	
	whose mailing address is 201 6th Street, Bogue, KS 67625 and Murfin Drilling Company, Inc., 250 N. Water St., Ste. 300, Wichita, KS 67202 , hereinafter called Lessor (whether on	Lessor, in consideration of One and more seements of the lessee herein contained, hereby grants, leases and lete exclusively unto Lessee for it of investigating, exploring by seophysical and of the agreements of the lessee herein contained, hereby grants, leases and lete exclusively unto Lessee for it of investigating, exploring by seophysical and other means, prospecting drilling, mining and operating for and producing oil, inquid hydrocarbons, all gases, and their constituent produces, injecting gas, water, other fluids, and air into subsufface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other and things thereon to produce, save, take care of treat, manufacture, process, store and transport and oil, liquid hydrocarbons, gases and their respective constituent product product manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquir therein situated in County of Treggo State of State of Kansaas	

ontaining Township

West

21

South-Ragne E/2SE/4

Township 11 Section 4: E

/___ years from this date (called "primary term"), and id land or land with which said land is pooled. Subject to the provisions herein contained, this lease shall remain in force for a term of the figure and digital hydrocurbons, gas or other respective constituent products, or any of them, is produced from sain to considerations of the contract of the c In Section X accretions thereto. as oil, lig

In consideration of the premises the said lessee covenants and agrees

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced 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-cighth (%) at the market price at the well, (but, as to gas sold by lessee, in no event more than one-cighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral sere retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

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

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow dopth.

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

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

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

If the estate of either party hereot is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their hoirs, executors, administerors, successors or assigns, but no change in the ownership of the land or assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a 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.

any mortgages, taxes or other lies to defend the titles of bean boxin described and agrees that the lessee shall have the right at any time to redeem for lesser, by payment signed lessers, taxes or other lies on the above described lands, in the event of default of payment by lesser, and he subrogated to the rights of the holder thereof, and the understand and their house, successors and assigns, hereby surrender and release all right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Insert 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—three conservation of oil, gas or other minerals IN understand that may be produced from said permises, such pooling to be of track-configurations to one another and to be into a units not exceeding 40 acres each in the event of an oil well, of into under the produced from said permises, such pooling to be of gas well. Lessee shall exceute in writing and produced from the land herein leased is eleased and describing the pooled acreage. The entire acreage so produced from the production from the both of a gas well. Lessee shall exceute in writing and produced, for all lease events of a gas well. Lessee shall exceute in writing and produced from the least of the produced from the both of the both of acreage. The entire acreage so found on the pooled acreage, it shall be treated. Or all produced from the order or production from the both of the produced from the least of received in the produced from the production from the both of the produced from the entire acreage of the entire acreage. 2

IN WITNESS WHEREOR, the undersigned execute this instrument as of the day

Davigzon

Michael

311

When recorded, return to ACKNOWLEDGMENT FOR INDIVIDUAL (KSOKÇONe) ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) Rumpel, REGISTER OF DEEDS ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe) ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCone) Register of Deeds. ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) the records of this office, A PATRICIA A. THURLOW My Apot, Expires フノンナノ -M., and duly recorded o-clock and This instrument was filed for record on the STATE OF day of day of FOR RECORD THIS 29th DAY OF July 2009 AT 9:00 AM AND RECORDED IN BOOK 158 OF RECORDS AT PAGE 311 FEE \$ 1 MARY KAY DAVIGNON
MY COMMISSION EXPIRES
(0/31/10 this COUNTY OF _____The foregoing instrument was acknowledged before me this No. of Acres COUNTY OF COUNTY OF The foregoing instrument was acknowledged before me this WICHAEL A DAVIGNON \bar{m} The foregoing instrument was acknowledged before me this STATE OF KANSAS COUNTY OF TREGO STAIS INSTRUMENT WEOR RECORD THIS was acknowledged before me was acknowledged before me corporation SASKAN AMARIAN I corporation, on behalf of the The foregoing instrument My commission expires My commission expires COUNTY OF COUNTY OF The foregoing instrume My commission expires My commission expires My commission expires 1028 FROM COUNTY OF STATE OF OIL AND GAS LEASE COUNTY by,

Notary Public

husband and wife, as Lessor, executed an Oil and Gas Lease to Murfin Drilling Company, Inc., as Lessee, and recorded in Book 158 at Page 311 of the Records of Trego County, Kansas, covering the on the 25th day of July, 2009, Michael A. Davignon and Mary Kay Davignon, following described lands in Trego County, Kansas, to wit: WHEREAS,

Township 11 South, Range 21 West Section 4: E/2 SE/4

and containing 80 acres, more or less; and,

WHEREAS, the Oil and Gas Lease did not include any provision for pooling or unitizing lands for the production of oil and gas minerals; and Lessor now finds it desirous to amend above described Oil and Gas Lease to include said provision in order to promote the exploration and production of oil and gas minerals; and,

NOW, THEREFORE, the undersigned parties, in consideration of mutual benefit for said parties and other good and valuable consideration, do hereby amend the above described Oil and Gas Lease by inserting the following language the Oil and Gas Lease:

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 10 acres each in the event of an oil or gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land "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 Northeast Quarter (NE/4) of Section 4, Township 11 South, Range 21 West, Trego County, Kansas, when in Lessee's judgment it is necessary or advisable to do so in for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this 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 therein on an acreage basis bears herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, to the total acreage so pooled in the particular unit involved." lease or not.

"It is further agreed that in the event that part of the base lease should be included in a unit producing oil and/or gas, as set forth above, then that unit will become a separate lease and that production on the unitized acreage will not hold the remaining acreage under the base lease beyond the primary term, or any extension thereof, without production being established on the non-unitized acreage."

do hereby further ratify, grant, lease and let all of the above described lands in the terms and provisions of said Lease, as herein amended. Except as herein accordance with the terms and provisions of said Lease, as herein amended. Except as herein amended, the above described Oil and Gas Lease shall remain in full force and effect in accordance with the original terms and conditions therein set out. and

day of April, 2010 B **EXECUTED this**

LESSORS

LESSEE

Murfin Drilling Company, Inc.

X: / //४ · / v bavid/Doyef, Executive Vice President

ACKNOWLEDGMENT
State of Kansas
)
County of Graham
)

husband and wife, to med personally appeared Michael A. Davignon and Mary Kay Davignon, husband and wife, to med personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as a free and voluntary act and deed for the uses and purposes therein set forth in the foregoing Amendment of Oil and Gas within and for said County and State on this a Notary Public, the undersigned, Before 1/2 Lease.

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

My Commission expires: ア/スゲ/

Notary Public,

B PATRICIA A. THURLOW Exital Notary Public - State of Kansas My Appl. Expires プースSール

ACKNOWLEDGMENT
State of Kansas
)
County of Sedgwick

Before me, the undersigned, a Notary Public, within and for said County and State on this 22nd day of April, 2010, personally appeared David Doyel as Executive Vice President for Murfin Drilling Company, Inc., a Kansas corporation, on behalf of said corporation, as a free and voluntary act and deed for the uses and purposes therein set forth in the foregoing Amendment of Oil and Gas Lease.

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

My Commission expires:

Ghauna Br Notary Public,

OIL AND GAS LEASE

Commence AGREEMENT, Made and entered into this by and between: Ruth L. Zeigler, A Widow Ruth L. Zeigler, A Widow 1801 East 27th Street

Hays, Kansas 67601

Party of the first part, hereinafter called lessor (whether one or more) and

Murfin Drilling, Inc.

Party of the second part, hereinafter called lessee. WITNESSETH, That the said lessor, for and in consideration of cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laving nine lines and laving paid in the lease.	power stations and structures thereon to produce, save and take care of said products, all that certain trait of land situated in the	State of Kansas described as follows to write
Party of the second part, hereinafter called lessee. WITNESSETH, That the said lessor, for and in consideration of cash in hand paid, receipt of which is hereby acknowledged, and of the lessee to be paid, kept and performed, has granted, demised, lea let unto said lessee, for the sole and only purpose of mining and operations.	is thereon to produce, save and take care	State of Kansas, descri
cond part, he H, That the said, receipt of paid, kept an ssee, for the s	and structure	Trego
Party of the se WITNESSET cash in hand p the lessee to but let unto said le	power stations	County of

The Northeast Quarter (NE/4)

160 acres more or less	ears fr
and containing	2 (Two)
21w	rm of
Range	rce for a ter
118	se in full fo
Township	It is agreed that this lease shall be in full force for a term of ereafter as oil or one or either of them is made and force for a site of them.
4	agreed that
of Section	It is a thereafter as oi

r as oil or gas, or either of them, is produced from said land by the lessee. In consideration of the premises the said lessee covenants and agrees: To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil and gas produced and saved from the leased premises

June, 2006 day of 29th well be commenced on said land on or before the this lease shall terminate as to both parties.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether it is signed by any of the other parties.

Lessee shall have the right to use, free of cost, oil, gas, and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

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

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

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 the like effect as if such well had been completed within the term of years If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate or defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

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

acreage surrendered.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

Lessee does not assume any responsibility for any prior wells, plugged or unplugged, on the above outlined tract of land. Lessee agrees to pay for any damages caused by its drilling operations.

Whereof witness our hands as of the day and year first above written. Witness to the mark:

WHEREAS, on the 29th day of June, 2004, Ruth L. Zeigler, a widow, as Lessor, executed an Oil and Gas Lease to Murfin Drilling Company, Inc., as Lessee, and recorded in Book 127 at Page 220 of the Records of Trego County, Kansas, covering the following described lands in Trego County,

Township 11 South, Range 21 West

Section 4: NE/4

and containing 160 acres, more or less; and,

WHEREAS, the Oil and Gas Lease did not include any provision for pooling or unitizing lands for the production of oil and gas minerals; and Lessor now finds it desirous to amend above described Oil and Gas Lease to include said provision in order to promote the exploration and production of oil and gas minerals; and,

NOW, THEREFORE, the undersigned parties, in consideration of mutual benefit for said parties and other good and valuable consideration, as current interest holders, do hereby amend the above described Oil and Gas Lease by inserting the following language the Oil and Gas Lease:

pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein "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 East Half of the Southeast Quarter (E/2 SE/4) of Section 4, Township 11 South, Range 21 West, Trego County, Kansas, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the 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 therein on an acreage basis bears to the total acreage so pooled in the particular unit to be into a unit or units not exceeding 10 acres each in the event of an oil or gas well.

accordance with the terms and provisions of said Lease, as herein amended. Except as herein amended. Except as herein amended, the above described Oil and Gas Lease shall remain in full force and effect in accordance with the original terms and conditions therein set out.

EXECUTED this 23 and day of April, 2010

LESSORS

X: Mery Came Miller

X: Agrica R. MCZ James R. McVey

LESSEE

Murfin Drilling Company, Inc.

X: 1/2 1/1/2 1/2 David Doyel, Executive Vice President

ACKNOWLEDGMENT State of Kansas) County of Graham) Before me, the undersigned, a Notary Public, within and for said County and State on this day of April, 2010, personally appeared Mary Anne McVey and James R. McVey, her husband, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as a free and voluntary act and deed for the uses and purposes therein set forth in the foregoing Amendment of Oil and Gas Lease.

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

My Commission expires:



Simul Mc hiller

ACKNOWLEDGMENT
State of Kansas
)
County of Sedgwick)

Before me, the undersigned, a Notary Public, within and for said County and State on this 22nd day of April, 2010, personally appeared David Doyel as Executive Vice President for Murfin Drilling Company, Inc., a Kansas corporation, on behalf of said corporation, as a free and voluntary act and deed for the uses and purposes therein set forth in the foregoing Amendment of Oil and Gas Lease.

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

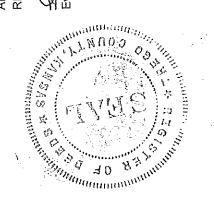
My Commission expires: λ - λ -II

Notar/Public, Julie A. Allen

NOTARY PUBLIC - State of Kansas JULIE A. ALLEN

STATE OF KANSAS
COUNTY OF TREGO
THIS INSTRUMENT WAS FILED
FOR RECORD THIS 5th DAY OF
May
AND RECORDED IN BOOK 162 OF
RECORDS AT PAGE 245FEE \$ 12.00

Guea M. Kumpel Evea M. Rumpel, REGISTER OF DEEDS



OIL AND GAS LEASE

June, 2004 Commence AGREEMENT, Made and entered into this 29th day of by and between: Michael A. Davignon and Mary Kay Davignon, Husband and Wife 201 6th Street

Bogue, Kansas 67625 Party of the first part, hereinafter called lessor (whether one or more) and Murfin Drilling, Inc.	Party of the second part, hereinafter called lessee. WITNESSETH, That the said lessor, for and in consideration of Ten and O.V.C.——————————————————————————————————
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(NE/4) The Northeast Quarter

	0 acres more or less.	years from this date, and as long	
,	160		
	and containing	2 (Two)	ne lessee,
	21w	rm of	d land by th
	Range.	orce for a te	ed from sai
	118	e in full fo	, is produc
	Township	it this lease shall be in full force for a term of	fter as oil or gas, or either of them, is produced from said land by the
	4	t is agreed tha	il or gas,
	of Section	It is	thereafter as c

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

To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil and gas produced and saved from the leased premises. June, 2006

day of. $\frac{29^{th}}{2}$ If no well be commenced on said land on or before the this lease shall terminate as to both parties.

the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether a less interest in the above described land than the entire and undivided fee simple estate therein, then If said lessor owns

it is signed by any of the other parties. Lessee shall have the right to use, free of cost, oil, gas, and water produced on said land for its operation thereon, water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

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

Lessee shall have the right at any time to remove all machinery and fixtures placed on said promises, including the right to draw and remove casing.

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 the like effect as if such well had been completed within the term of years herein first mentioned.

to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate or defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals. covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

Lessee does not assume any responsibility for any prior wells, plugged or unplugged, on the above outlined tract of land.

Lessee agrees to pay for any damages caused by its drilling operations.

Whereof witness our hands as of the day and year first above written. Witness to the mark:

NSS

222 ~ ~

WHEREAS, on the 29th day of June, 2004, Michael A. Davignon and Mary Kay Davignon, husband and wife, as Lessor, executed an Oil and Gas Lease to Murfin Drilling Company, Inc., as Lessee, and recorded in Book 127 at Page 222 of the Records of Trego County, Kansas, covering the following described lands in Trego County, Kansas, to wit:

Township 11 South, Range 21 West Section 4: NE/4

and containing 160 acres, more or less; and,

WHEREAS, the Oil and Gas Lease did not include any provision for pooling or unitizing lands for the production of oil and gas minerals; and Lessor now finds it desirous to amend above described Oil and Gas Lease to include said provision in order to promote the exploration and production of oil and gas minerals; and,

NOW, THEREFORE, the undersigned parties, in consideration of mutual benefit for said parties and other good and valuable consideration, do hereby amend the above described Oil and Gas Lease by inserting the following language the Oil and Gas Lease:

pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein "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 East Half of the Southeast Quarter (E/2 SE/4) of Section 4, Township 11 South, Range 21 West, Trego County, Kansas, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and the land herein leased is situated an instrument identifying and describing the 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 therein on an acreage basis bears to the total acreage so pooled in the particular unit to be into a unit or units not exceeding 10 acres each in the event of an oil or gas well. Lessee shall execute in writing and record in the conveyance records of the county

and do hereby further ratify, grant, lease and let all of the above described lands in accordance with the terms and provisions of said Lease, as herein amended. Except as herein amended, the above described Oil and Gas Lease shall remain in full force and effect in accordance with the original terms and conditions therein set out.

day of April, 2010 EXECUTED this 10^{46}

ESSORS

Michael A. Da

LESSEE

Murfin Drilling Company, Inc.

X: 1/1/~1/1/ David Doyel, Executive Vice President

ACKNOWLEDGMENT County of Graham State of Kansas

Before me, the undersigned, a Notary Public, within and for said County and State on this $\frac{i \mathcal{O} \pm \delta}{i \mathcal{O}}$ day of APM 2010, personally appeared Michael A. Davignon and Mary Kay Davignon, husband and wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as a free and voluntary act and deed for the uses and purposes therein set forth in the foregoing Amendment of Oil and Gas Lease IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

クラントイング My Commission expires:

7 Notary Public,

PATRICIA A. THURLOW 正部当 Notary Public - State of Kaqsas My Appt. Expires フ/スメバル

ACKNOWLEDGMENT County of Sedgwick State of Kansas

Before me, the undersigned, a Notary Public, within and for said County and State on this 22nd day of April, 2010, personally appeared David Doyel as Executive Vice President for Murfin Drilling Company, Inc., a Kansas corporation, on behalf of said corporation, as a free and voluntary act and deed for the uses and purposes therein set forth in the foregoing Amendment of Oil and Gas Lease.

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

My Commission expires: ス-スレイ

NOTARY PUBLIC - State of Kansas JULIE A. ALLEN

My Appt. Expires

Notany Public,