

For KCC Use:	
Effective Date: _	
District #	
0040 🖂	

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:
month day year	(0/0/0/0) Sec Twp S. R 🔲 E 🔲 V
PERATOR: License#	feet from N / S Line of Section
ame:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ldress 2:	(Note: Locate well on the Section Plat on reverse side)
ty: + +	County:
ntact Person:	Lease Name: Well #:
one:	Field Name:
DNTRACTOR: License#	Is this a Prorated / Spaced Field?
ime:	Target Formation(s):
	Nearest Lease or unit boundary line (in footage):
Well Drilled For: Well Class: Type Equipment:	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	
Disposal Wildcat Cable	Public water supply well within one mile: Yes \ \noting Yes \ \noting N
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:
	Length of Surface Pipe Planned to be set:
Operator:	
Well Name:	
Original Completion Date: Original Total Depth:	
Veg Ne	Water Source for Drilling Operations:
rectional, Deviated or Horizontal wellbore? Yes No	Well Farm Pond Other:
tes, ime venicai dedin.	
	DWR Permit #:
ttom Hole Location:	(Note: Apply for Permit with DWR )
ottom Hole Location:	(Note: Apply for Permit with DWR )  Will Cores be taken?  Yes N
ottom Hole Location:	(Note: Apply for Permit with DWR )
ottom Hole Location:CC DKT #:	(Note: Apply for Permit with DWR )  Will Cores be taken? Yes N  If Yes, proposed zone:
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Well Not Drilled - Permit Expired Date: \_ Signature of Operator or Agent:



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

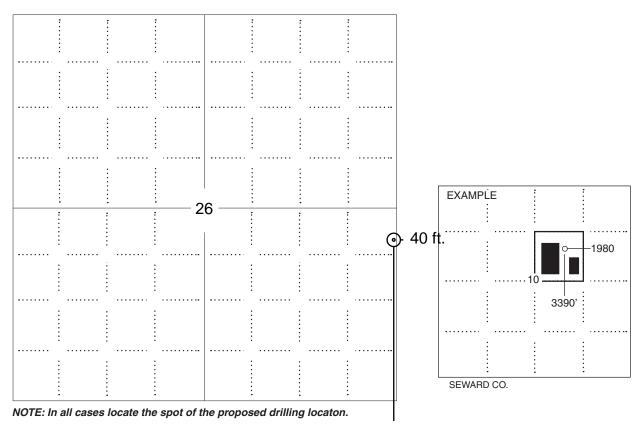
Plat of acreage attributable to a well in a prorated or spaced field

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

API No. 15	
Operator:	Location of Well: County:
_ease:	feet from N / S Line of Section
Well Number:	feet from E / 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 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.)



2200 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

1038708

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	
Distance to nearest water well within one-mile	of pit	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 flow into the pit?  Yes No  Submitted Electronically		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:

# ★☆

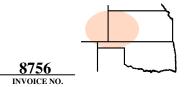
2174

34 | 35

# Pro-Stake LLC

Oil Field & Construction Site Staking

P.O. Box 2324 Garden City, Kansas 67846 Office/Fax: (620) 276-6159 Cell: (620) 272-1499



<u>f052710-g</u>

Witthuhn Unit #1-26 **American Warrior** LEASE NAME 2200' FSL - 40' FEL **Ness County, KS** 26 18s 22w LOCATION SPOT COUNTY Twp. GR. ELEVATION: <u>2144.3</u>° 1" =1000' SCALE: \_\_ **Directions**: From the North side of Bazine, Ks at the May 26<sup>th</sup>, 2010 DATE STAKED:\_ intersection of Hwy 96 & Main St. South - Now go 1.2 mile West on Hwy 96 to the SE corner of section 26-18s-22w - Now go Ben R. MEASURED BY: approx. 995' North through wheat - Now go approx. 1205' North Gabe O. DRAWN BY: through wheat stubble - Now go 40' West through wheat into AUTHORIZED BY: \_ Scott C. staked location. Final ingress must be verified with land owner or This drawing does not constitute a monumented survey or a American Warrior land survey plat This drawing is for construction purposes only N CC RD (dirt) E 140 RD (gravel) 2174 2165 2/59 2184 wheat Witthuhn Unit #1-26 N BB RD 2200' FSL - 40' FEL 2144.3' = gr. elev. at staked loc.(gravel) US NAD 83 wheat stubble Lat. = N 38° 27' 25.794714" Long = W 99° 42' 54.287029" I staked location with 7' wood (painted orange & blue) and t-post Location falls in wheat While standing at staked loc. looking approx. 150' in all directions, loc. has 1' of random bumps wheat wheat

2/698

Hwy 96 (black top)

ingress stake North

into @ field entrance

(gravel)

N CC RD

Receipt #: 1273
Pages Recorded: 2
Cashier Initials: MH

Date Recorded: 6/28/2006 3:20:00 PM

OIL AND GAS LEASE

	LX KANS OF			
THIS AGREEMENT, Entered into this the 1st day of June	e 5		20_06	between
Claretta E. Pfannenstiel, a single person	55.			
105 North 5th	: S: 7L			
Ness City, KS 67560	30	Vereinafter call	ed Lessor (whether	one or more),
and American Warrior, Inc.	301	<i>→</i>		
		<u>'5'(3')</u>	,hereinafter ca	alled Lessee:
Lessor, in consideration of Ten (10) & O.V.C.  herein provided and of the agreements of the lessee herein investigating, exploring by geophysical and other means, progases, and their respective constituent products, injecting gas, tanks, power stations, telephone lines, and other structures at transport said oil, liquid hydrocarbons, gases and their respective otherwise caring for its employees, the following described latthe County of Ness State of Kansas  The Southwest Quarter (SW/4), less and except a tractor	ospecting drilling, mining a water, other fluids, and air nd things thereon to productive constituent products and, together with any reverand and de	nd operating for and produ- into subsurface strata, layi- ce, save, take care of, treat and other products manufact sionary rights and after-accesscribed as follows to-wit:	y unto lessee for the country oil, liquid hyd ng pipe lines, storing the manufacture, procestured therefrom, and	he purpose of drocarbons, all ag oil, building cess, store and d housing and
Beginning at the southeast corner, thence West 444 fee		<del></del>	ance South 400 fee	et to
place of beginning.	4 1101100 110111 100 1001,	monoc Last 444 leet, the	nice Oddin 450 lee	50.0
In Section 25 , Township 18 South	_, Range 22 West	, and containing 155	acres, more o	or less, and all
accretions thereto.				
Subject to the provisions herein contained, this lease shall "primary term"), and as long thereafter as oil, liquid hydrocarl from said land or land with which said land is pooled. If, due prior to the expiration of the primary term, Lessor agrees that	bons, gas or other respective to circumstances beyond Lo	e constituent products, or a essee's control, Lessee is un	ny of them, is or car nable to obtain a rota	date (called n be produced ary drilling rig within which

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

to obtain such rotary drilling rig and commence operations for the drilling of a well.

1st. 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 (1/8) part of all oil produced and saved from the leased premises.

2<sup>nd</sup>. 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 (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) 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. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and, for the purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after production therefrom, lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities.

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 bears to the whole and undivided fee.

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

Lessee shall bury lessee's pipelines 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 said land.

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

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

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and 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 or 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 herby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease 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 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 record in the conveyance records of the county in which the land 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, for all purposes except the payment of royalties on production from the pooled acreage. The entire acreage so pooled in the production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

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State of Ka Book: 302 Page: 268 Receipt #: 1273 Pages Recorded: 2 Cashier Initials: MH

	Date Recorded: 6/28/200	6 3:25:00 PM
OIL AND GAS	) LEASE	
THIS AGREEMENT, Entered into this the 1st day of June	20 06	between
Bernice L. Moore, a single person		
211 S Lawrence		
Bazine, KS 67516	hereinafter called Lessor (whether	er one or more).
and American Warrior, Inc.	1-0 51	
	hereinafter	called Lessee:
Lessor, in consideration of Ten (10) & O.V.C. Dollars in hand	d paid, receipt of which is here acknowledged and	of the royalties
nerein provided and of the agreements of the lessee herein contained, hereby nvestigating, exploring by geophysical and other means, prospecting drilling, r	y grants, leases and lets exclusively unto lessee for	the purpose of
gases, and their respective constituent products, injecting gas, water, other fluids	s, and air into subsurface strata, laying pipe lines, stor	ring oil, building
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otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Ness State of Kansas and described as follows to-wit: The Southwest Quarter (SW/4), less and except a tract of land described as follows: Beginning at the southeast corner, thence West 444 feet, thence North 490 feet, thence East 444 feet, thence South 490 feet to place of beginning. , Range 22 West In Section 25 , Township 18 South , and containing 155 acres, more or less, and all accretions thereto.

transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and

Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) 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 or can be produced from said land or land with which said land is pooled. If, due to circumstances beyond Lessee's control, Lessee is unable to obtain a rotary drilling rig prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed <u>ninety (90)</u> days, within which to obtain such rotary drilling rig and commence operations for the drilling of a well.

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

1st. 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 (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) 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. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and, for the purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after production therefrom, lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities.

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 bears to the whole and undivided fee.

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

Lessee shall bury lessee's pipelines 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 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

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

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and 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 or 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 herby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or lesses 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 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 exceute 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 pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except to payment of royalties on production from the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except to 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 receive on production from a unit so pooled only such portion of the royalty stipulated herein as the royalty 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.

If at the end of the primary term, this lease is not otherwise extended by production, lessee or its assigns is hereby granted an

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#### **OIL AND GAS LEASE**

THIS AGREEMENT, E	ntered into this the <b>28th</b> day of S	september		_, 20 <u>07</u>	between
Verlyn F. Witthuhn ar	d Melba I. Witthuhn, husband a	ınd wife			·
			hereinafter ca	alled Lessor (whether	er one or more),
and American Warrio	r, Inc.		· · · · · · · · · · · · · · · · · · ·		
				,hereinafter	· called Lessee:
herein provided and of investigating, exploring gases, and their respecti- tanks, power stations, te transport said oil, liquid		rein contained, hereby grap prospecting drilling, minings, water, other fluids, and as and things thereon to propective constituent produced land, together with any respective to the constituent produced land, together with any respective constituent produced land, together with the constituent	ants, leases and lets exclusiving and operating for and production air into subsurface strata, lay roduce, save, take care of, treats and other products manuficated.	vely unto lessee for iducing oil, liquid h lying pipe lines, stor- eat, manufacture, pr actured therefrom, a acquired interest, the	r the purpose of hydrocarbons, all ring oil, building rocess, store and and housing and
In Section 26	, Township 18 South	, Range 22 West	, and containing 160	acres more	e or less, and all
accretions thereto.					, or tops, and an
"primary term"), and as from said land or land w prior to the expiration of	ons herein contained, this lease sh long thereafter as oil, liquid hydro th which said land is pooled. If, d the primary term, Lessor agrees the ling rig and commence operations	carbons, gas or other respe lue to circumstances beyon hat Lessee shall have a reas	ective constituent products, or ad Lessee's control, Lessee is a	unable to obtain a ro	can be produced otary drilling rig

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

1st. 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 (1/8) part of all oil produced and saved from the leased premises.

2<sup>nd</sup>. 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 (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) 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. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and, for the purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after production therefrom, lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities.

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 bears to the whole and undivided fee.

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

Lessee shall bury lessee's pipelines 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 said land.

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

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

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and 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 or 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 herby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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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 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 into a unit or units not exceeding 10 acres each in the event of an oil well, or into a unit or units not exceeding 640 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 record in the conveyance records of the county in which the land 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, for all purposes except an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except an instrument identifying and describing the pooled acreage. The entire acreage so pooled in this lease or not. In lieu of the royalties elsewhere herein specified, lesser, whether the well or wells be located on the premises covered by this streage placed in the unit or his royalty interest therein no an acreage basis bears to the total acreage so pooled in the particular unit involved.

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