



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

KANSAS CORPORATION COMMISSION 1046109
 OIL & GAS CONSERVATION DIVISION

Form C-1
 March 2010

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

NOTICE OF INTENT TO DRILL

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

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date: _____
 month day year

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

CONTRACTOR: License# _____
 Name: _____

Well Drilled For:	Well Class:	Type Equipment:
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable
<input type="checkbox"/> If OWWO: old well information as follows:		

Operator: _____
 Well Name: _____
 Original Completion Date: _____ Original Total Depth: _____

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

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

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

County: _____
 Lease Name: _____ Well #: _____
 Field Name: _____

Is this a Prorated / Spaced Field? Yes No

Target Formation(s): _____

Nearest Lease or unit boundary line (in footage): _____

Ground Surface Elevation: _____ feet MSL

Water well within one-quarter mile: Yes No

Public water supply well within one mile: Yes No

Depth to bottom of fresh water: _____

Depth to bottom of usable water: _____

Surface Pipe by Alternate: I II

Length of Surface Pipe Planned to be set: _____

Length of Conductor Pipe (if any): _____

Projected Total Depth: _____

Formation at Total Depth: _____

Water Source for Drilling Operations:
 Well Farm Pond Other: _____

DWR Permit #: _____
 (Note: Apply for Permit with DWR)

Will Cores be taken? Yes No

If Yes, proposed zone: _____

AFFIDAVIT

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

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

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

Submitted Electronically

<p>For KCC Use ONLY</p> <p>API # 15 - _____</p> <p>Conductor pipe required _____ feet</p> <p>Minimum surface pipe required _____ feet per ALT. <input type="checkbox"/> I <input type="checkbox"/> II</p> <p>Approved by: _____</p> <p>This authorization expires: _____ (This authorization void if drilling not started within 12 months of approval date.)</p> <p>Spud date: _____ Agent: _____</p>

Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

Well will not be drilled or Permit Expired Date: _____
 Signature of Operator or Agent: _____

Mail to: KCC - Conservation Division,
 130 S. Market - Room 2078, Wichita, Kansas 67202

E
 W



1046109

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

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

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

Is Section: Regular or Irregular

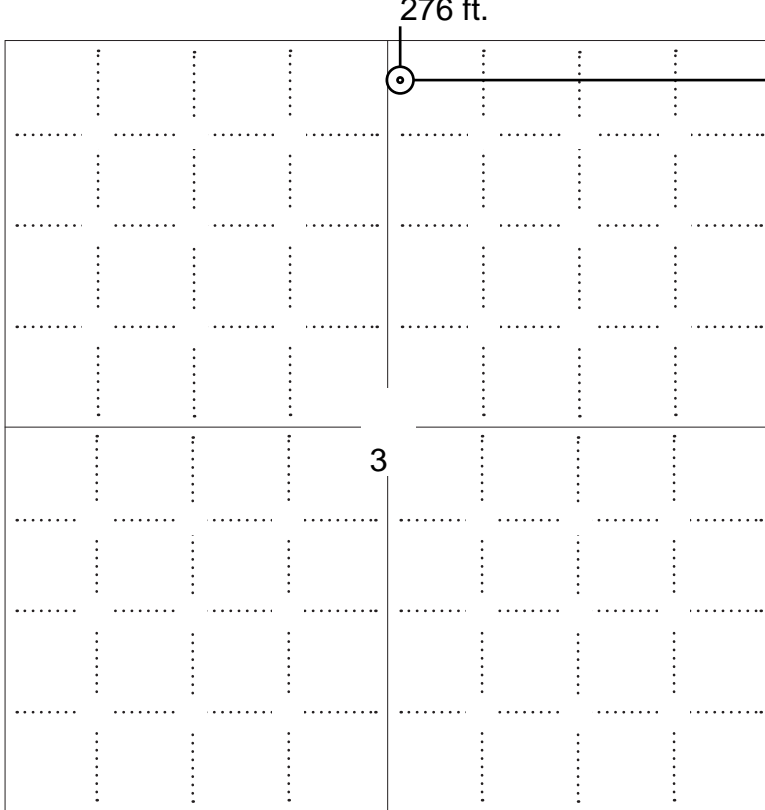
If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

PLAT

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032).

You may attach a separate plat if desired.



LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- - - - Electric Line Location
- Lease Road Location



1980' FSL

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

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

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



KANSAS CORPORATION COMMISSION 1046109
OIL & GAS CONSERVATION DIVISION

Form CDP-1
May 2010
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

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

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: Yes No



CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

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

Well Location:
____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West
County: _____
Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

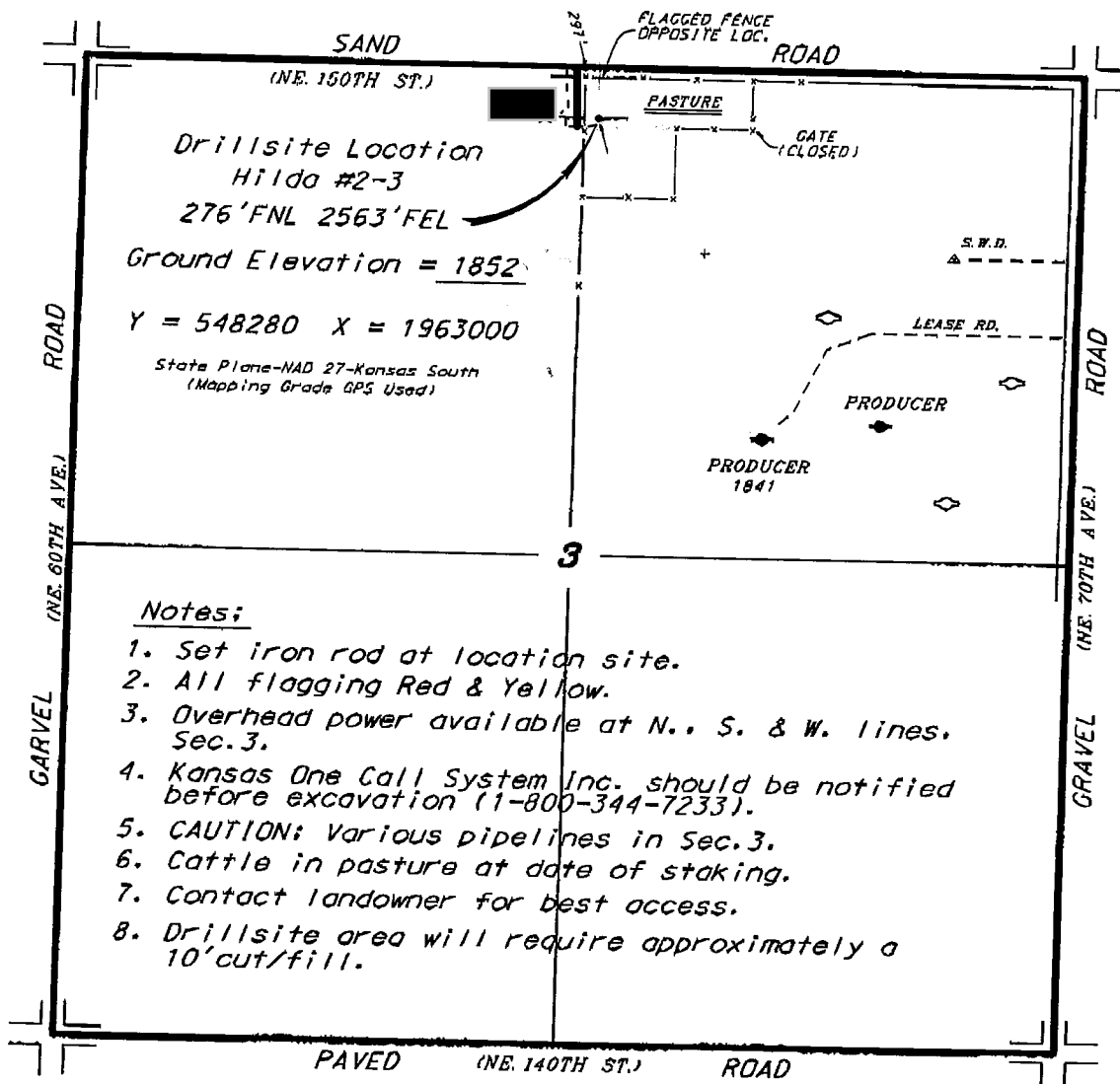
- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I Submitted Electronically

L.D. DRILLING, INC.
 HILDA LEASE
 NE-1/4, SECTION 3, T22S, R12W
 STAFFORD COUNTY, KANSAS

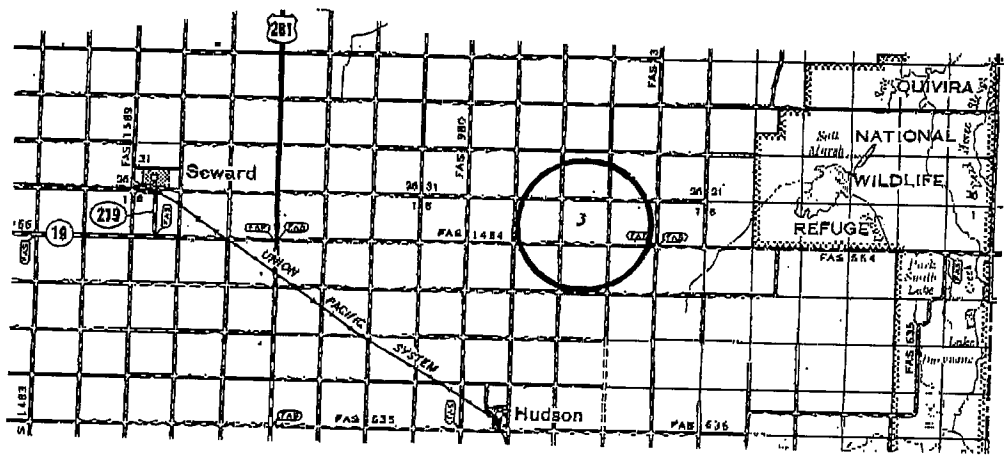
Directions:
 From the intersection of Highway 281 and Highway K-19, go 1.0 miles North, then go 6.0 miles East to the NW corner of Section 3, then go 0.51 miles East to a flag in a fence on the south r/w of road, then go 0.05 miles South to location.



Notes:

1. Set iron rod at location site.
2. All flagging Red & Yellow.
3. Overhead power available at N., S. & W. lines, Sec. 3.
4. Kansas One Call System Inc. should be notified before excavation (1-800-344-7233).
5. CAUTION: Various pipelines in Sec. 3.
6. Cattle in pasture at date of staking.
7. Contact landowner for best access.
8. Drillsite area will require approximately a 10' cut/fill.

*Ingress and egress to location as shown on this plat is per usage only and may not be legally opened for public use. Contact landowner, tenant and county road department for access.



* Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 640 acres.
 * Approximate section lines were determined using the normal standard of care of oilfield surveyors practicing in the state of Kansas. The section corners, which establish the precise section lines, were not necessarily located, and the exact location of the drillsite location in the section is not guaranteed. Therefore, the operator, securing this service and operating this plat and all other parties relying thereon agree to hold Central Kansas Oilfield Services, Inc., its officers and employees harmless from all losses, costs and expenses and said entities released from any liability from incidental or consequential damages.
 * Elevations derived from National Geodetic Vertical Datum.

Date **September 24, 2010**

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 22nd day of December, 2008
between: Darwin L. Siefkes and Frances M. Siefkes, Trustees of the Darwin L. Siefkes Revocable Trust dated October 7, 2008; and Frances M. Siefkes and Darwin L. Siefkes, Trustees of the Frances M. Siefkes Revocable Trust dated October 7, 2008,
2503 Rockbridge Rd., Great Bend, Kansas 67530
and L. D. Davis, 7 SW 26th Avenue, Great Bend, Kansas 67530 hereinafter called lessor,
and Stafford hereinafter called lessee, does

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

State of Kansas described as follows:

Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twenty-one (21) South, Range Twelve (12) West

2. This lease shall remain in force for a term of two (2) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.
3. The lessee shall deliver to lessor as royalty, free of cost, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased, if such gas is not sold by the lessee, lessee may pay or tender, annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to the delay rental provided in paragraph 5 hereof, and while said shut-in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.
6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid to said lessor only. In the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion, and rentals hereunder shall be increased at the next succeeding rental anniversary after written notice of such reversion by lessor to lessee, provided said notice is received by lessee at least 30 days prior to any such rental anniversary.
7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessee the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the houses or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors and assigns and no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee and no change or division in ownership of the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of assignment or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or a certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties and rentals accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it increases such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

11. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals hereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

12. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations for interpretations thereof. If any lease should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction, the same, the primary term of this lease shall continue until six months after said order is suspended, but the lessee shall pay delay rentals herein provided during such extended time.

13. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises as to one unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, such pooling to be in a unit or units not exceeding 40 acres each in the event of an oil well, or quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production of royalties on production from the pooled unit, as if it were included in this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In the event of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

Lu Ann Brister
Register of Deeds
Stafford County, KS
Book: 208 Page: 650
Receipt #: 7988 Total Fees: \$12.00
Pages Recorded: 2
Date Recorded: 2/5/2009 10:41:20 AM

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

Darwin L. Siefkes Trustee
Darwin L. Siefkes Co-Trustee of the
Darwin L. Siefkes Revocable Trust
dated October 7, 2008, and as Co-Trustee
of the Frances M. Siefkes Revocable
Trust dated October 7, 2008

Frances M. Siefkes Trustee
Frances M. Siefkes Co-Trustee of the
Frances M. Siefkes Revocable Trust
dated October 7, 2008, and as Co-Trustee
of the Darwin L. Siefkes Revocable Trust
dated October 7, 2008

STATE OF Kansas ss.
COUNTY OF Barton

Before me, the undersigned, a Notary Public, within and for said county and state, on this 22nd day of December, 2008, personally appeared Darwin L. Siefkes and Frances M. and Frances M. Siefkes, Trustees of the Darwin L. Siefkes Revocable Trust dated October 7, 2008, and Trust dated October 7, 2008, Trustees of the Frances M. Siefkes Revocable Trust 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 their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires 5-20-09
Bessie M. DeWerf
Bessie M. DeWerf Notary Public

NOTARY PUBLIC - State of Kansas
BESSIE M. DEWERF
My App. Exp. 5-20-09
STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, _____, personally appeared _____ and _____

to me personally known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

STATE OF _____
COUNTY OF _____
ACKNOWLEDGMENT FOR CORPORATION

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

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

My commission expires _____

Notary Public

FROM TO
No. _____

Date _____
Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____
County _____
STATE OF _____
County of _____

This instrument was filed for record on the _____ day of _____, _____, at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.

By _____
Register of Deeds

When recorded, return to _____

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ ss.
COUNTY OF _____
ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, _____, personally appeared _____ and _____

to me personally known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 31st day of December, 2008

between: Dennis R. Siefkes and Linda K. Siefkes, his wife; and Jonathan J. Siefkes
and Andrea M. Siefkes, his wife

and L. D. Davis, 7 SW 26th Avenue, Great Bend, Kansas 67530 hereinafter called lessor,
witness hereinafter called lessee, does

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

State of Kansas described as follows:

**Northeast Quarter (NE/4) and the East Half of the
Southeast Quarter (E/2 SE/4) of Section Twenty-eight
(28), Township Twenty-one (21) South, Range Twelve
(12) West**

containing 240 acres more or less.
2. This lease shall remain in force for a term of two (2) years (called 'primary term') and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.
3. The lessee shall deliver to lessor as royalty, free of cost, on the lease or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline for any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to the delay rental provided in paragraph 5 hereof, and while said shut-in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.
6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee, however; in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion, and rentals hereunder shall be increased at the next succeeding rental anniversary after written notice of such reversion by lessor to lessee, provided said notice is received by lessee at least 30 days prior to any such rental anniversary.
7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors and assigns, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or a certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties and rentals accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

11. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

12. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended, but the lessee shall pay delay rentals herein provided during such extended time.

13. Lessee, at its option, is hereby given the right and power, to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage, the entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit, so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.
See Exhibit "A" attached hereto and made a part hereof by reference.

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

Dennis R. Siefkes
Dennis R. Siefkes

Jonathan J. Siefkes
Jonathan J. Siefkes

Linda K. Siefkes
Linda K. Siefkes

Andrea M. Siefkes
Andrea M. Siefkes

Lu Ann Bryster
Register of Deeds
Stafford County, KS
Book: **208** Page: **652**
Receipt #: 7988 Total Fees: \$12.00
Pages Recorded: 2
Date Recorded: 2/5/2009 10:41:21 AM

STATE OF Kansas ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF Barton

Before me, the undersigned, a Notary Public, within and for said county and state, on this 31st
day of December, 2008, personally appeared Dennis R. Siefkes
and Linda K. Siefkes, his 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 their free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 5-20-09 Bessie M. DeWerff
Bessie M. DeWerff Notary Public

NOTARY PUBLIC - State of Kansas
BESSIE M. DEWERFF
My Appl. Exp. 5-20-09 ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
STATE OF Kansas
COUNTY OF Barton

Before me, the undersigned, a Notary Public, within and for said county and state, on this 31st
day of December, 2008, personally appeared Jonathan J. Siefkes
and Andrea M. Siefkes, his 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 their free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 5-20-09 Bessie M. DeWerff
Bessie M. DeWerff Notary Public

NOTARY PUBLIC - State of Kansas
BESSIE M. DEWERFF
My Appl. Exp. 5-20-09 ACKNOWLEDGMENT FOR CORPORATION
STATE OF _____
COUNTY OF _____

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

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

No. _____ FROM _____ TO _____
Date _____ Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____ County _____
STATE OF _____
County of _____
This instrument was filed for record on the _____ day of _____, M., and duly recorded _____
in Book _____ Page _____ of _____
the records of this office.
By _____
Register of Deeds
When recorded, return to _____

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, _____, personally appeared _____
and _____

to me personally known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____
Notary Public

BOOK : 1008 P 116 : 11

OIL AND GAS LEASE (PAID-UP)

AGREEMENT, Made and entered into this 3rd day of February, 2009, by and between **Farmers National Company, Agent for Intrust Bank, N.A., Agent for Dorothy S. Wittrock, Trustee of the DOROTHY S. WITTRICK LIVING TRUST** located at 403 S. Cheyenne, Suite, 800, Tulsa, OK 74103-3842, party of the first part, hereinafter called lessor, (whether one or more), and **L.D. DAVIS** located at 7 SW 26th Ave., Great Bend, KS 67530, party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of TEN AND MORE (\$10.00) DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas), coal gas and helium and all other constituents, and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Stafford, State of Kansas, described as follows, to wit:

SW/4 of Section 34, Township 21 South, Range 12 West, containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of **two (2) years** from date (herein called primary term) and as long thereafter 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:

1st. To deliver to the credit of lessor free of cost, in the pipe line to which it may connect its wells, the **one-sixth (1/6)** part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products there from, **one-sixth (1/6)** of the gross proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom but in no event more than **one-sixth (1/6)** of the actual amount received by the lessee, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casinghead gasoline or dry commercial gas, **one-sixth (1/6)** of the gross proceeds, at the mouth of the well, received by lessee for the gas during the time such gas shall be used, said payments to be made monthly.

If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete reworking operations 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.

Lessee is hereby granted the right at any time and from time to time to utilize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the lease premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated therein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

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 shall be paid to the lessor only in the proportion which his 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 its operations hereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury his pipelines 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 pay for all damages caused by its operations to growing crops on said land.

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of lessee. No change in the ownership of the land 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.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and 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 such failure is the result of any such Law, Order, Rule or Regulation.


This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing; notwithstanding some of the lessors above named may not join in the execution hereof. The word "lessor" as used in this lease means the party or parties who execute this lease as lessor, although not named above.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

Lessor hereby warrants and agrees to defend the title to the land 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.

Notwithstanding any provisions of this Oil and Gas Lease to the contrary, it is understood that this Oil and Gas Lease shall be subject to the terms and provisions on **Exhibit "A"**, attached to and made a part hereof.

IN TESTIMONY WHEREOF, we sign this the 3rd day of February, 2009.


David Smith, Vice President
Farmers National Company, Agent for Intrust Bank,
N.A., Agent for Dorothy S. Wittrock, Trustee of the
DOROTHY S. WITTRICK LIVING TRUST (Lessor)

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

On this 3rd day of February, 2009 before me, Page Lollman, Notary Public in and for said County and State, personally appeared David Smith, VP, Farmers National Company, Agent for Intrust Bank, N.A., Agent for Dorothy S. Wittrock, Trustee of the DOROTHY S. WITTRICK LIVING TRUST, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument in person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:
February 23, 2009

Page L Lollman
Notary Public
Commission # 01003245

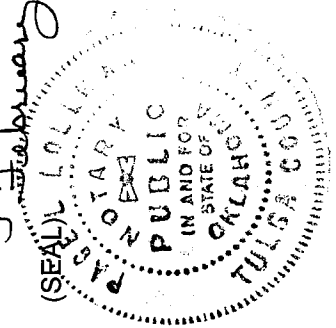


EXHIBIT "A"

This Exhibit "A" attached to and made a part hereof this Oil & Gas Lease dated February 3, 2009, between Farmers National Company, Agent for Intrust Bank, N.A., Agent for Dorothy S. Wittrock, Trustee of the DOROTHY S. WITTROCK LIVING TRUST, hereinafter called Lessor (whether one or more) and L.D. DAVIS, hereinafter called Lessee, covering:

SW/4
of Section 34, Township 21 South, Range 12 West, containing 160 acres, more or less.

Notwithstanding any provisions of the STANDARD LEASE FORM, which is the first two pages of this lease, any of which may conflict with the following provisions, it is understood and agreed that the following provisions, conditions and limitations shall be controlling and shall modify and amend the first two pages of this lease to the extent necessary to make them effective.

1. It is expressly agreed and provided that this lease cannot and shall not be maintained after the expiration of the primary term solely by the payment of shut-in gas royalties for a longer period than two (2) consecutive years provided, however, this right to maintain this lease after the expiration of the primary term for said two (2) year period shall be a recurring right and may be exercised from time to time whenever the Lessee deems it necessary or expedient to shut-in such a well. Following any such two (2) year shut-in period, production shall resume and continue for a minimum period of six (6) months before said right to maintain lease shall recur.
2. The pooled acreage shall be all abutting and contiguous to the minerals herein listed.
3. Shut-in payments shall be \$5.00 per acre.
4. Lessee shall pay monthly to Lessor as royalty on gas, including casinghead gas, liquid hydrocarbons and other gaseous substances, produced at the wellhead or produced from said land and sold or used off the premises, or used for the manufacture of gasoline or other products, the agreed to royalty amount of the gross proceeds at the wellhead of such gas sold or used. In no event shall royalty be based on an amount less than the gross proceeds of the sale thereof.
5. All royalty payments due under this lease shall be made by Lessee on or before the last day of the month following the month in which payment is received from the purchaser. All delinquent royalty payments shall bear interest at the rate of twelve percent (12%) per annum until paid.
6. Lessors reserve all rights to grant, lease, mine and/or produce any minerals from said lands except interests in gas and oil and their constituent products herein leased to lessee. Lessors specifically reserve the ownership of all radioactive substances, including those which may be produced with or derived and/or extracted from any gas or liquid produced by the Lessee under the terms of this lease.
7. Lessee, his successors and assigns, hereby agree that, for the purpose of calculating royalty payments hereunder on all production from the leased premises, such calculations shall be made at the point of sale and shall be free of any and all delivery costs and shall not be burdened by any costs of production, including but not limited to, transportation expenses or any expenses associated with or attributable to treatment, gathering, trucking, processing or pipeline construction and maintenance. The value of the oil shall be based on the highest posted price, plus premium if any, paid for oil of like gravity in the field from which the oil is produced.
8. Lessee shall **IDEMNIFY AND HOLD LESSORS HARMLESS** from any claims, damages, actions or causes of action from any environmental damage or contamination caused or contributed to by Lessee subsequent to the commencement of this lease.
9. In the event oil or gas production is encountered and the marketing agreement consummated with a reputable purchaser, Lessee hereby agrees, upon written request to furnish pertinent details of the terms of the purchase contract.
10. Lessee agrees to make a diligent effort to obtain the highest price available in this immediate area for oil and/or gas.
11. This lease contemplates the full prospecting and development for oil and gas of the land hereby leased, including the obligation to offset producing wells on the leased premises, commensurate with practices of the oil and gas industry. Lessee agrees to drill as many offset wells as may be necessary to prevent any undue drainage of oil and gas from the land included herein, which drainage may be caused by the drilling of wells producing oil and gas in paying quantities on adjacent lands. Failing to do so, Lessee agrees to release this lease as to those offset lands upon written demand.
12. It is contemplated and agreed by both Lessor and Lessee that this lease shall, at all times and in all respects, be subject to valid orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter hereof.
13. In the event a portion or portions of the leased premises is pooled or unitized with other land so as to form a pooled unit or units, operations on, completion of a well upon, or production from such unit or units will not maintain this lease in force as to that portion of the leased premises not included in such unit or units. The lease may be maintained in force as to any portion of the leased premises covered hereby and not included in such unit or units in any manner provided for herein; provided, however, if at the end of the primary term or after the

- expiration of the primary term, Lessee is then engaged in drilling or reworking operations on the leased premises or on acreage pooled therewith, or if Lessee has completed a well as a producer or a dry hole anywhere on the leased premises or lands pooled therewith within ninety (90) days prior to the expiration of the primary term, this lease shall remain in full force and effect as to all non-unitized acreage so long as Lessee commences drilling operations on the leased premises or on acreage pooled therewith within ninety (90) days of the completion of such well as a producer or a dry hole and conducts continuous operations thereon with no cessation of longer than ninety (90) days between the completion of drilling or reworking operations on a well and the commencement of such operations for the next succeeding well.
14. Should a well be drilled and subsequently be a producing well, then and in that event Lessee agrees at the end of the primary term to release all zones 100 feet below the total depth drilled on the above described land or lands unitized therewith. Lessee shall be obligated, subject to other terms of this paragraph to file of record in the courthouse a release of this lease, thereby releasing all zones of formations 100 feet below the total depth drilled. Said release shall be filed within sixty (60) days following the expiration of the primary term of the lease. If such release is not filed within said sixty (60) day period, then Lessee shall be subject to damages and for attorney fees incurred by Lessor in obtaining such release.
 15. Lessee agrees to promptly provide Lessor with a copy of the recorded lease document.
 16. Lessee represents that they are not an officer, director, or employee of the bank or agent, their subsidiaries, or any of their affiliated entities, nor does Lessee anticipate assigning this lease to any of these parties.
 17. This lease is given and granted without warranty, express or implied, in law or in equity.
 18. Lessee shall notify Lessor of any assignment of Lessee's rights hereunder, stating the name and current mailing address of the Assignee, and shall furnish a copy of such assignment within 60 days of its recording in the county records.
 19. Lessee is unconditionally obligated to Lessor to make the payment of royalties hereunder, irrespective of the failure or bankruptcy of any third party oil and gas purchaser and without the necessity of Lessor executing a division order or transfer order. Further, Lessee shall bear full responsibility for payment of all royalties hereunder, irrespective of any split-stream marketing of production.
 20. Lessee agrees that before any gas produced from the leased premises is used or sold off the leased premises, it will run, free of cost to Lessor, through a conventional separator or other comparable equipment, so that all liquid hydrocarbons recoverable from gas by such means will be recovered on the leased premises. Distillate and condensate produced from gas strata shall be extracted by ordinary mechanical means on the leased premises. Such distillate and condensate shall be accounted for by the barrel as oil.
 21. Lessee represents that the Premises are not currently producing oil, gas, casinghead gas or other gaseous substances; and that no portion of said Premises is currently held by an active oil and gas lease or is in a producing unit. Also, Lessee represents that production revenue from the Premises is not being held in suspense for the benefit of the Lessor or its predecessors in title.

End of Exhibit

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 31st day of December 2008

between: Hilda Siefkes, a single person; Dennis R. Siefkes and Linda K. Siefkes, his wife;
Darwin L. Siefkes and Frances M. Siefkes, his wife; and Jonathan J. Siefkes and
Andrea M. Siefkes, his wife

and L. D. Davis, 7 SW 26th Avenue, Great Bend, Kansas 67530 hereinafter called lessor,
witness hereinafter called lessee, does

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

State of Kansas, described as follows:

**Northwest Quarter of the Northeast Quarter (NW/4 NE/4)
of Section Three (3), Township Twenty-two (22) South,
Range Twelve (12) West**

containing 40 acres more or less.

2. This lease shall remain in force for a term of two (2) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for all of oil and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased, if such gas is not sold by the lessee, lessor may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to the shut-in royalty is so paid or tendered, and while said shut-in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee, however; in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion, and rentals hereunder shall be increased at the next succeeding rental anniversary after written notice of such reversion by lessor to lessee, provided said notice is received by lessee at least 30 days prior to any such rental anniversary.

7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall buy its pipe lines, below-pipe depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on the premises, and other structures without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors and assigns, but no change or division in ownership of the land, rentals or royalties, or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor or the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties and rentals accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent, or otherwise, or to furnish separate measuring or recording tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

11. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

12. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure records with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended, but the lessee shall pay delay rentals herein provided during such extended time.

13. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 40 acres (or such lesser amount as may be necessary to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled acreage, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is found on the entire acreage, as if it were included in this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessee shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

Lu Ann Bryster
Register of Deeds
Stafford County, KS
Book #: **208** Page: **654**
Receipt #: **7998** Total Fees: **\$12.00**
Pages Recorded: **2**
Date Recorded: **2/5/2009 10:41:22 AM**

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

Dennis R. Siefkes
Dennis R. Siefkes
Darwin L. Siefkes
Darwin L. Siefkes
Jonathan J. Siefkes
Jonathan J. Siefkes

Hilda Siefkes by Dawnin Siefkes PCA
Hilda Siefkes
Linda K. Siefkes
Linda K. Siefkes
Frances M. Siefkes
Frances M. Siefkes
Andrea M. Siefkes
Andrea M. Siefkes

STATE OF Kansas ss.
COUNTY OF Barton

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

Before me, the undersigned, a Notary Public, within and for said county and state, on this 31st day of December, 2008, personally appeared Hilda Siefkes, a single person, ~~xxxx~~ by Darwin Siefkes (POA)

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Bessie M. DeWerff
Bessie M. DeWerff
Notary Public

My commission expires 5-20-09
NOTARY PUBLIC - State of Kansas
BESSIE M. DEWERFF
My Appl. Exp. 5-20-09
STATE OF Kansas ss.
COUNTY OF Barton

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

Before me, the undersigned, a Notary Public, within and for said county and state, on this 31st day of December, 2008, personally appeared Dennis R. Siefkes and Linda K. Siefkes, his wife.

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Bessie M. DeWerff
Bessie M. DeWerff
Notary Public

My commission expires 5-20-09
NOTARY PUBLIC - State of Kansas
BESSIE M. DEWERFF
My Appl. Exp. 5-20-09
STATE OF Kansas ss.
COUNTY OF Barton

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

Before me, the undersigned, a Notary Public, within and for said county and state, on this 31st day of December, 2008, personally appeared Darwin L. Siefkes and Frances M. Siefkes, his wife,

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Bessie M. DeWerff
Bessie M. DeWerff
Notary Public

My commission expires 5-20-09
NOTARY PUBLIC - State of Kansas
BESSIE M. DEWERFF
My Appl. Exp. 5-20-09
STATE OF Kansas ss.
COUNTY OF Barton

No. _____

FROM _____ TO _____

Date _____

Section _____ Tp. _____

No. of Acres _____ Term _____

County _____

STATE OF _____

County of _____

This instrument was filed for record on the _____ day of _____ at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.

By _____

Register of Deeds

When recorded, return to _____

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF Kansas ss.
COUNTY OF Barton

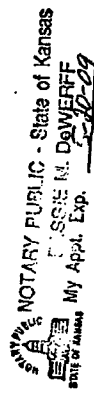
ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 31st day of December, 2008, personally appeared Jonathan J. Siefkes and Andrea M. Siefkes, his 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 their free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Bessie M. DeWerff
Bessie M. DeWerff
Notary Public

My commission expires 5-20-09
NOTARY PUBLIC - State of Kansas
BESSIE M. DEWERFF
My Appl. Exp. 5-20-09
STATE OF Kansas ss.
COUNTY OF Barton



ASSIGNMENT, CONVEYANCE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

For and inconsideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EAGLE RIVER ENERGY CORPORATION and DWAYNE E. GODSEY TRUST U/T/A DATED 12/21/67, DWAYNE E. GODSEY AS TRUSTEE (herein collectively referred to as "Assignor"), does hereby grant, bargain, sell, assign and convey unto L.D. DAVIS, Route 1, Box 183B, Great Bend, KS 67530 (herein referred to as "Assignee"), all of Assignor's right, title and interest in and to the interest of Assignor in and to the oil, gas and mineral lease(s) described on Exhibit "A" attached hereto and made a part hereof (the "Leases"), together with all of Assignor's interest in and to all the real, personal and leasehold property located thereon and associated therewith.

The interest assigned hereby are subject to all instruments of record and the following:

- (1) All presently existing and valid unitization and pooling agreements, whether recorded or unrecorded, which relate to the interests hereby assigned, and all of Assignor's interest in and to the properties covered or units created thereby which are attributable to the interests hereby assigned and the leasehold estate attributable thereto; and
- (2) All presently existing and valid oil, casinghead gas and gas sales, operating, purchase, exchange and processing contracts and agreements and any other contracts, agreements and instruments which pertain to the interests hereby assigned or any properties pooled or unitized therewith.

Assignor hereby warrants that said oil and gas leasehold estates are free, clear and discharged of and from all former grants, charges, taxes, judgments and other liens or encumbrances of whatsoever nature, by, through or under Assignor but not otherwise. All personal property herein conveyed is done so in an "as is, where is" condition. Assignor makes no warranty, express or implied, as to the condition, kind of character of said personal property, even as to the implied warranties of merchantability or fitness for a particular purpose.

It is agreed that Assignee will be responsible for the payment of any and all production and ad valorem taxes due or payable for the period from and after the Effective Date hereof attributable to the interests assigned herein.

Assignor hereby agrees to execute such further documentation or other assurances, as may be deemed necessary or appropriate to clarify the ownership or interests herein conveyed.

By acceptance of this Assignment, Assignee agrees to defend, indemnify, save and keep Assignor harmless from and against any and all claims, actions, losses, damages and expenses that may be asserted against Assignor or Assignee for or on account of any operations conducted by Assignee or for the benefit of Assignee, on or after the Effective Date (as hereinafter defined), on the properties described in the Lease(s). Assignee shall comply with all applicable valid orders, rules, regulations, statutes and ordinances of federal, state and other governmental agencies, including, but not limited to requirements of state laws and the rules of regulatory agencies applicable to the plugging of any well located upon the Lease(s).

585
 MICROFILMED
 STATE OF KANSAS }
 Stafford County }
 SS. Fee \$ 12.⁰⁰
 This instrument was filed for record on
 the 8th day of April 1967 at
 9:36 o'clock A. M. and duly recorded in
 Book 139 of Microfilm page 261
William A. Anderson Registrar
Ed Deputy

The provisions hereof shall be covenants running with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment is executed this 27th day of March, 1997, although effective from and after March 1, 1997 at 7:00 a.m. local time (the "Effective Date").

ASSIGNOR

ATTEST:

EAGLE RIVER ENERGY CORPORATION

Dora R. Gravitte
Dora R. Gravitte,
Assistant Secretary

X Mark P. Godsey
Mark P. Godsey, President

WITNESS:

DWAYNE E. GODSEY TRUST U/T/A
DATED 12/21/67, DWAYNE E. GODSEY
AS TRUSTEE

Dora R. Gravitte
Dora R. Gravitte

X Dwayne E. Godsey
Dwayne E. Godsey, as Trustee

ASSIGNEE

ATTEST:

L.D. DAVIS

Bessie Decker ff
Bessie Decker ff

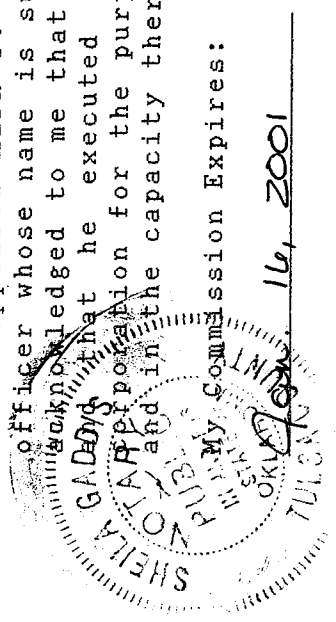
X L.D. Davis
L.D. Davis

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

ss.

BE IT REMEMBERED that I, the undersigned, a Notary Public in and for said County and State, on this 27th day of March, 1997, there appeared Mark P. Godsey, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.



My Commission Expires: 16, 2001

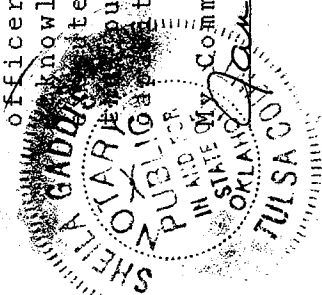
X Sheila Gaddis
Notary Public
Name: SHEILA GADDIS

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

ss.

BE IT REMEMBERED that I, the undersigned, a Notary Public in and for said County and State, on this 27th day of March, 1997, there appeared Dwayne E. Godsey, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said Trust, and that he intended the same as the act and deed of such Trust, as Trustee for the purposes and consideration therein expressed and in the capacity therein stated.



My Commission Expires: 16, 2001

X Sheila Gaddis
Notary Public
Name: SHEILA GADDIS

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF BARTON)

BE IT REMEMBERED that I, the undersigned, a Notary Public in and for said County and State, on this 7th day of April, 1997, there appeared L.D. Davis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was act and deed, and that he executed the same as his act and deed for the purposes and consideration therein stated.

NOTARY PUBLIC - State of Kansas
BESSIE M. DeWERFF
My Appl. Exp. 5-22-07

X Bessie M. DeWerff
Notary Public
Name Bessie M. DeWerff

My Commission Expires: _____

EXHIBIT "A"

STATE OF KANSAS
COUNTY OF STAFFORD

Oil and Gas Lease Description:
(Siefkes B)

Date: April 20, 1928
Lessors: Eilert Siefkes, et ux
Lessee: Midwest Exploration Co.
Recorded: Book 11 at Page 200
Land Description: Township 22 South, Range 12 West ✓
Section 3: NW/4
Stafford County, Kansas

Oil and Gas Lease Description:
(Non-Producing Lease)

Date: August 31, 1995
Lessors: Lloyd R. Wittrock, Trustee of the Wittrock Family
Irrevocable Trust under date of October 27, 1989
Lessee: J. Fred Hambricht
Recorded: Book 131 at Page 897
Land Description: Township 21 South, Range 12 West ✓
Section 34: E/2 SW/4
Stafford County, Kansas

END OF EXHIBIT "A"

November 02, 2010

L.D. Davis
L.D. Drilling, Inc.
7 SW 26TH AVE
GREAT BEND, KS 67530-6525

Re: Drilling Pit Application
Hilda 2-3
NE/4 Sec.03-22S-12W
Stafford County, Kansas

Dear L.D. Davis:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again within 96 hours after drilling operations have ceased.

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

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 225-8888 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (620) 225-8888.