

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

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

KANSAS CORPORATION COMMISSION 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

Expected Spud Date:		Spot Description:
	month day yea	Sec. Twp. S. R E \
OPERATOR: License#		(0/0/0/0) feet from N / S Line of Section
		foot from F / W Line of Socie
		LOSOTION D. L. D. L. O.
	State: Zip: + .	
Contact Person:		Lease Name: Well #:
Phone:		Field Name:
CONTRACTOR: License#	#	
Name:		Target Formation(s):
14/ 11 5 :11 1 5	W # 01	Negroot League or unit boundary line (in feetage):
Well Drilled For:	Well Class: Type Equipme	Ground Surface Elevation:feet MS
Oil Enh		Water well within one-quarter mile:
Gas Stora		Public water supply well within one mile:
Disp		Depth to bottom of fresh water:
Seismic ;#		Depth to bottom of usable water:
Other:		Surface Pipe by Alternate: I II
If OWWO: old wel	Il information as follows:	Length of Surface Pipe Planned to be set:
_		
•		D. L. IT. I.D. d
	Pate: Original Total Depth:	
Original Completion D	ate Original Total Deptil	Water Source for Drilling Operations:
Directional, Deviated or He	orizontal wellbore?	/es No Well Farm Pond Other:
If Yes, true vertical depth:		
Bottom Hole Location:		(Note: Apply for Permit with DWR)
KCC DKT #:		
		If Yes, proposed zone:
		A FFID AVIIT
The undersianed hereby	office that the deiling completion and	AFFIDAVIT
	• •	eventual plugging of this well will comply with K.S.A. 55 et. seq.
_	wing minimum requirements will be met:	
	iate district office <i>prior</i> to spudding of w	
17 11	roved notice of intent to drill shall be pos	sted on each drilling rig; shall be set by circulating cement to the top; in all cases surface pipe shall be set
	solidated materials plus a minimum of 20	, , , , , , , , , , , , , , , , , , , ,
_	•	and the district office on plug length and placement is necessary <i>prior to plugging</i> ;
		either plugged or production casing is cemented in;
		be cemented from below any usable water to surface within 120 DAYS of spud date.
		sing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing well shall be plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing.
must be complete	a within 30 days of the spud date of the	well shall be plugged. In all cases, NOTIFT district office prior to any cementing.
uhmitted Flectro	nically	
ubmitted Electro	nically	- Remarks at the
ubmitted Electro	nically	Remember to:
For KCC Use ONLY		- File Certification of Compliance with the Kansas Surface Owner Notification
For KCC Use ONLY API # 15 -	·	- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
For KCC Use ONLY API # 15 Conductor pipe required	feet	 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;
For KCC Use ONLY API # 15 Conductor pipe required	·	- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
For KCC Use ONLY API # 15 Conductor pipe required Minimum surface pipe re	feet	- 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;
API # 15 Conductor pipe required Minimum surface pipe re	feet equiredfeet per ALT. [- 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);
For KCC Use ONLY API # 15 Conductor pipe required Minimum surface pipe re Approved by: This authorization expire	feet equiredfeet per ALT. [- 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);

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

Spud date: _

Side Two



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.

erator:						_ LO	cation of vv	eii: Cour	าty:				
ase:						_			fe	et from	N /	S Line	of Section
ell Number:									fe	et from	E /	W Line	of Section
eld:						Se	c	Twp		S. R		E	W
imber of Acres atti						IS V	Section:	Regu	ılar or	Irregular			
	-					If S	Section is ction corne	_		ell from nea		rner boun	dary.
				_				-		oredicted lo Notice Act (l			
				You m	ay attach a	a separate	plat if desi 90	red. 00 ft.					
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	:	:	:		:	:	:		SEWARD CO.	3390' FEL			

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 OIL & GAS CONSERVATION DIVISION

1046604

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: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit is: Proposed If Existing, date continued in the pit capacity:	Existing nstructed: (bbls)	SecTwp R East West Feet from North / South Line of Section Feet from East / West Line of Section County			
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)			
Is the bottom below ground level?	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?			
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits			
If the pit is lined give a brief description of the li material, thickness and installation procedure.	om ground level to dee	Describe proce	dures for periodic maintenance and determining any special monitoring.			
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. mation:			
feet Depth of water well	feet	measured	well owner electric log KDWR			
Emergency, Settling and Burn Pits ONLY: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily: Does the slope from the tank battery allow all s flow into the pit? Yes No Submitted Electronically		Type of materia Number of work Abandonment p Drill pits must b	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.			
	KCC	OFFICE USE O	NLY			
Date Received: Permit Num	ber:		Liner Steel Pit RFAC RFAS t Date: Lease Inspection: Yes No			



Kansas Corporation Commission Oil & Gas Conservation Division

1046604

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 (CB-1)	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)					
OPERATOR: License #	Well Location:					
Name:	SecTwpS. R East					
Address 1:	County:					
Address 2:	Lease Name: Well #:					
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of					
Contact Person:	the lease below:					
Phone: () Fax: ()						
Email Address:						
Surface Owner Information:						
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional					
Address 1:	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					
Address 2:	county, and in the real estate property tax records of the county treasurer.					
City:						
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.					
☐ I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be to CP-1 that I am filing in connection with this form; 2) if the form to form; and 3) my operator name, address, phone number, fax, at ☐ I have not provided this information to the surface owner(s). I at KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this					
task, I acknowledge that I am being charged a \$30.00 handling If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1					
Submitted Electronically						

OPERATOR: Samuel Gary Jr & Associates, Inc 1515 Wynkoop Street, Suite 700

Denver, Colorado 80202 office: 303-831-4673; fax: 303-863-7285

WELL NAME: D.L.T. 1-7

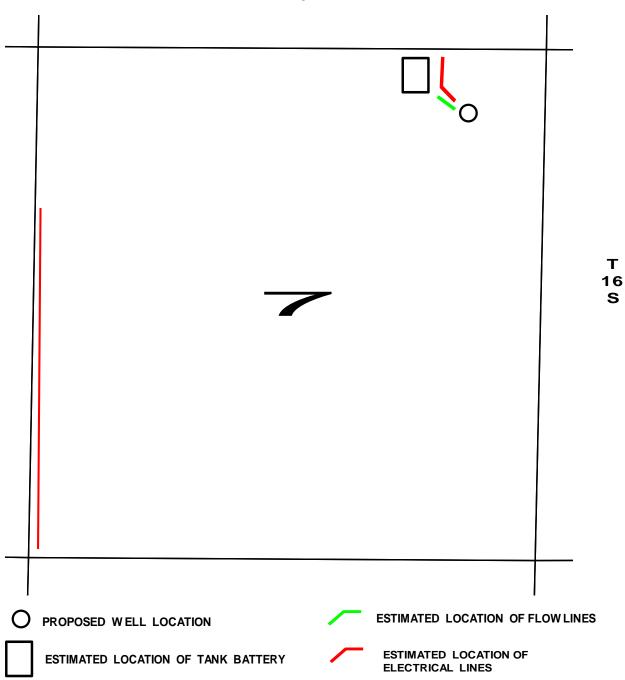
LOCATION: 900 FNL / 150 FEL Sec. 7 - 16S - 16W

RUSH COUNTY

SURFACE OWNER: Dome Living Trust

c/o Floris Dome 2603 S. County RD Bison, KS 67520

R 16 W



63U (Rev. 1993)

OIL AND GAS LEASE
AGREEMENT, Made and entered into the 13th day of July 2006
by and between DOME LIVING TRUST dated May 17, 2000, herein represented by
- I - I - I - I - I - I - I - I - I - I
Floris E. Dome and Bernadette E. Dome, as trustees
whose mailing address is 2603 South County Line Road, Bison, Kansas 67520 hereinafter called Lessor (whether one or more),
and Samuel Gary Jr. & Associates, Inc
Samuel Gary Jr. & Associates, Inc 1670 Broadway, Suite 3300, Denver, CO 80202 hereinafter called Lessee:
Lessor, in consideration of Ten and Other Valuable Considerations Dollars (\$ 10.00) in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest,
therein situated in County of Rush State of Kansas described as follows to-wit:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION.
In Section 7 Township 16South Range 16West and containing 160.00 acres, more or less, and all accretions thereto.
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 produced from said land or land pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.
In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor for gas, (including casinghead 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 net proceeds received by Lessee from such sales, such net proceeds to be less a proportionate part of the production, severance, or other excise taxes and the cost incurred by Lessee in delivering, treating for the removal of nitrogen, helium or other impurities in made monthly.
This lease may be maintained during the primary term hereof without further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled or unitized therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred and twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the leased premises or on acreage pooled or unitized therewith, the production should cease from any cause after the primary term of this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred and twenty (120) days from the date of cessation of production or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations, this lease shall continue in full force and effect so long as oil or gas is produced from the leased premises or on
If after the primary term one or more wells on the lease premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining the lease. If for a period of ninety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, the Lessee shall pay an aggregate shut-in royalty of One Dollar (\$1.00) per acre then covered by this lease, such payment to be made to Lessor on or before the anniversary date of this lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be shall render Lessee liable for the amount due, but shall not operate to terminate this lease.
If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in 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.
When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.
Lessee shall pay for damages caused by lessee's operations to growing crops on said land.
Lessee shall have the right at 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 firmished with 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 restrictions on the drilling and production or owned the price or transportation of oil, gas or other substance covered hereby. When drilling, reworking, production or other operations or obligations under this lease are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or other act of nature, explosion, governmental action, governmental delay, restraint or inaction or by inability to obtain a setisfactory market for explosions.

take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of Lessee, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied covenants of this lease when drilling, production, or other operations are so prevented or delayed.

Lessor bereby 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, unitize 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 or unitization to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the treated, for all purposes except the payment of royalities on production from the pooled unit, as if it were included in this lease. If production is found on the pooled or unitized acreage, the 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 royality interest therein on an acreage basis bears to the total acreage so pooled or unitized in the particular unit involved.

This lease may be signed in any number or numbers of counterparts and 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 who may not have joined in the execution hereof. The word "Lessor" as used in this lease shall mean the party or parties who execute this lease as Lessor, although not named above.

Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now known or not, including the drilling of holes, use of torsion balance, seismograph explosions, magnetometer, or other geophysical or geological instruments, tests or procedures, for the purpose of securing geological and geophysical information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may disseminate or sell such information without Lessor's consent. Lessor and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and customary damages associated with seismograph operations (ie: tire tracks in the wheat, pasture or field, road use, compaction etc.) If any extraordinary damages should occur, at Lessor's discretion, Lessor or its tenant (if Lessor has a tenant) will be compensated accordingly, or Lessee may elect to repair the damages in lieu of compensation.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS AND PROVISIONS.

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

DOME LIVING TRUST dated May 17, 2000, herein represented by Floris E. Dome, as trustee

DOME LIVING TRUST dated May 17, 2000, herei represented by Bernadette E. Dome, as trustee Wome

EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated July 13, 2006, by and between, DOME LIVING TRUST dated May 17, 2000, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 16 SOUTH - RANGE 16 WEST

SECTION 7:

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Northeast Quarter (NE/4) of Section 7, Township 16 South, Range 16 West, Rush County, Kansas, and being a portion of the property described in that certain Quitclaim Deed, dated May 17,2000, by and between Floris E. Dome, et ux, as Grantor, and Dome Living Trust dated May 17,2000, as Grantee, and being recorded in Deed Book 53, Page 17, of the Register of Deeds, Rush County, Kansas.

ADDITIONAL TERMS AND PROVISIONS:

- 1. The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
- 3. Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease.
- 4. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$12.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

63U (Rev. 1993)

OIL AND GAS LEASE

AGREEMENT, Made and en						
by and between		SEE EXHIBIT "A	" ATTACHE	D HERETO AND	MADE A PAR	T HEREOF FOR
			ES AND ADD	RESSES		
whose mailing address isand		Samuel Gary Jr. &	Aggaeletes I		hereinafter called	Lessor (whether one or more),
		1670 Broadway, S	uite 3300, Dei	nc nver, CO 80202		hereinafter called Lessee:
exploring by geophysical and other m gas, water, other fluids, and air into su care of treat, manufacture, process, st and otherwise caring for its employees	eans, prospecting drilling ibsurface strata, laying pi ore and transport said oil s, the following described	er Valuable Consider agreements of the lessee herei g, mining and operating for ar pe lines, storing oil, building oil, liquid hydrocarbons, gases I land, together with any rever	rations in contained, hereby d producing oil, liquanks, power stations and their respective sionary rights and af	Dollars (\$ 10 grants, leases and lets exc nid hydrocarbons, all gases, telephone lines, and othe constituent products and other-acquired interest,	0.00 in hand plusively unto lessee fis, and their respective or structures and thing other products manufactures.	paid, receipt of which is hereby or the purpose of investigating a constituent products, injecting is thereon to produce, save, take actured therefrom, and housing
therein situated in County of						
In Section 8 Tow	A AIIACHED	HERETO AND MA	DE A PART I	HEREOF FOR PRO	OPERTY DES	CRIPTION.
		outh Range				
,			m of <u>Three</u> (is produced from sai	 years from this date (id land or land pooled then 	called "primary term with or this lease is	") and as long thereafter as oil otherwise maintained in effec
*	f Lessor, free of cost, in	the pipe line to which Lessee				all oil produced and saved from
2nd To pay Lessor for gas, (i one-eighth (1/8), at the market price at to be less a proportionate part of the pit he gas, processing, compressing, or o made monthly.	ncluding casinghead gas; the well, (but, as to gas roduction, severance, or o otherwise making any su) of whatsoever nature or kind sold by Lessee, in no event m other excise taxes and the cost ch gas merchantable) for the	produced and sold, ore than one-eighth incurred by Lessee gas sold, used off the	or used off the premises, of (1/8) of the net proceeds rein delivering, treating for the premises, or in the man	r used in the manufaction used in the manufaction of the removal of nitrogeture of products	ture of any products therefrom m such sales, such net proceed n, helium or other impurities in therefrom, said payments to be
This lease may be maintained produced on the leased premises or or as operations are being continuously p than one hundred and twenty (120) discovery of oil or gas on the leased Lessee commences additional drilling if oil or gas shall be discovered and p acreage pooled or unitized therewith.	during the primary term a acreage pooled or unitizerosecuted on the leased plays between lays shall elapse between premises or on acreage p or reworking operations produced as a result of su	hereof without further payme zed therewith but Lessee is the premises or on acreage pooled in the completion or abandon socied or unitized therewith, t within one hundred and twen uch operations, this lease shall	nt or drilling operation of drilling or unitized therewith ment of one well as the production should by (120) days from the continue in full for	ons. If at the expiration of ig, reworking operations the and operations shall be ad the beginning of opera d cease from any cause af he date of cessation of pro- ce and effect so long as o	the primary term of the tereon, then this lease considered to be contitons for the drilling terr the primary term, duction or from the dillor gas is produced	his lease, oil or gas is not being shall continue in force so long muously prosecuted if not more of a subsequent well. If after this lease shall not terminate if atterning the form the leased premises or or or or the leased premises or or or the leased premises or or or the leased premises or
If after the primary term one well or wells are either shut in or prod for a period of ninety (90) consecutive per acre then covered by this lease, so thereafter on or before each anniversal or otherwise being maintained by open due until the end of the next following shall render Lessee liable for the amount of the control of the con	or more wells on the leas luction therefrom is not by days such well or wells the payment to be made ty date of this lease while rations, or if production is a mmiversary date of this ant due, but shall not oper	se premises or lands pooled or being sold by Lessee, such wel are shut in or production ther to Lessor on or before the an e the well or wells are shut in s being sold by Lessee from a lease that cessation of such o rate to terminate this lease.	unitized therewith a l or wells shall neve sfrom is not sold by niversary date of thi or production therefinother well on the le perations or product	re capable of producing of rtheless be deemed to be p Lessee, the Lessee shall p is lease next ensuing after rom is not being sold by Le ased premises or lands po- ion occurs, as the case may	I or gas or other subst roducing for the purp sy an aggregate shut- the expiration of the sessee; provided that if oled or unitized there y be. Lessee's failure	ances covered hereby, but suclose of maintaining the lease. In royalty of One Dollar (\$1.00 said ninety (90) day period and this lease is in its primary term with, no shut-in royalty shall be to properly pay shut-in royalty.
If said lessor owns a less inte for shall be paid the said lessor only in	rest in the above describe the proportion which les	ed land than the entire and une ssor's interest bears to the who	divided fee simple es ole and undivided fee	state therein, then the royal	ties (including any sh	ut-in royalties) herein provides
Lessee shall have the right to	use, free of cost, gas, oil	and water produced on said la	and for lessee's operation	ation thereon, except water	from the wells of les	sor.
When requested by lessor, les No well shall be drilled neare			ses without written c	onsent of lessor		
Lessee shall pay for damages	caused by lessee's opera	tions to growing crops on said	l land.			
Lessee shall have the right at If the estate of either party !	any time to remove all m hereto is assigned, and the	achinery and fixtures placed (he privilege of assigning in v	on said premises, inc	luding the right to draw an	d remove casing.	and an about to the
If the estate of either party! administrators, successors or assigns, a written transfer or assignment or a portions arising subsequent to the date						
Lessee may at any time exect lease as to such portion or portions and	ite and deliver to lessor of d be relieved of all obliga	or place of record a release or a ations as to the acreage surren	releases covering any dered.	y portion or portions of the	above described prer	nises and thereby surrender this
All express or implied coven: in part, nor lessee held liable in dama restrictions on the drilling and produc operations or obligations under this le electricity, fuel, access or easements, other act of nature, explosion, govern take or transport such production, or t terminate because of such prevention provision or implied covenants of this	ation of wells, and regular base are prevented or dele or by an act of God, stri mental action, government by any other cause, wheth	y tition of the price or transports ayed by such laws, rules, reg ike, lockout, or other industri- ntal delay, restraint or inaction her of the kind specifically en	nevented by, or it six attion of oil, gas or o ulations or orders, or al disturbance, act o u, or by inability to o numerated above or	nich rature is the result of, ther substance covered her by inability to obtain nect the public enemy, war, betain a satisfactory market otherwise, which is not reason.	ns, and this lease shal any such Law, Order reby. When drilling, essary permits, equip llockade, public riot, for production, or fai asonably within contre hereof. Lessee shall	I not be terminated, in whole of Rule or Regulation, including reworking, production or other ment, services, material, water lightening, fire, storm, flood of lure of purchasers or carriers to lof Lessee, this lease shall no not be liable for breach of any
Lessor hereby warrants and a mortgages, taxes or other liens on the themselves and their heirs, successor homestead may in any way affect the	agrees to defend the title above described lands, in	to the lands herein described in the event of default of paym	l, and agrees that the	e lessee shall have the rig e subrogated to the rights of estead in the premises de-	ht at any time to rede of the holder thereof, a scribed herein, in so	em for lessor, by payment any and the undersigned lessors, for far as said right of dower and
Lessee, at its option, is herel immediate vicinity thereof, when in le gas or other minerals in and under and 40 acres each in the event of an oil w the county in which the land herein le be treated, for all purposes except the shall be treated as if production from a un basis bears to the total acreage so pool	by given the right and possee's judgment it is need that may be produced freell, or into a unit or units assed is situated an instrupayment of royalties on from this lease, whether	ower to pool, unitize or comb essary or advisable to do so ir rom said premises, such poolir not exceeding 640 acres each ment identifying and describi production from the pooled of the well or wells be located or	ine the acreage coving order to properly dig or unitization to be in the event of a gaing the pooled or uniting if it were into the premises cover the remains the amount of the premises cover the event as the amount of the premises cover the event of the event	ered by this lease or any prevelop and operate said let e of tracts contiguous to os well. Lessee shall executized acreage. The entire a sluded in this lease. If proved by this lease or not. In int of his acreage placed in	contion thereof with of ase premises so as to just another and to be in the in writing and recourage so pooled or underton is found on the the unit or his royalt and the unit or his royalt.	ther land, lease or leases in the promote the conservation of oil to a unit or units not exceeding it in the conveyance records of unitized into a tract or unit shall be pooled or unitized acreage, is sewhere herein specified, lesso y interest therein on an acreage
This lease may be signed in a signing, notwithstanding some of the execute this lease as Lessor, although	any number or numbers of Lessors above named want named above.	of counterparts and shall be en who may not have joined in the	fective as to each Lace execution hereof.	essor on execution hereof The word "Lessor" as us	as to his or her interessed in this lease shall	st and shall be binding on those mean the party or parties who
Lessee shall have the exclusi known or not, including the drilling o of securing geological and geophysic sell such information without Lesson associated with seismograph operation tenant (if Lessor has a tenant) will be	ns (ie: tire tracks in the w	wheat pacture or field good we	or agent of the consid	Te and part notion is los	nilar to those herein s gical instruments, test e property of Lessee, advance payment of ges should occur, at I	pecified or not and whether nov s or procedures, for the purpos and Lessee may disseminate o usual and customary damage essor's discretion, Lessor or it
SEE EXHIBIT "A" AT	FACHED HERET	TO AND MADE A P	ART HEREO		NAL TERMS A	ND PROVISIONS.
IN WITNESS WHEREOF, the under	figned execute this instru	ment as of the day and year fi	rst above written.	An 1	K & M)
DOME LIVING TRUST dated May represented by Floris E. Dome, as true	7, 2000, herein			DOME LIVING TRUS represented by Bernade	T dated May 17, 2000	herein
Harin Ma	ml.		4	Jan. C	L. Lomo, as truste	Som
FLORIAN DOME STANLEY DOME	Some	= 41 F		DARRELL DOME		

EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated July 13, 2006, by and between, FLORIAN DOME, ET AL, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

LESSORS NAMES AND ADDRESSES:

DOME LIVING TRUST dated May 17, 2000, herein represented by Floris Dome and Bernadette Dome, as trustee, whose address is, 2603 South County Line Road, Bison, Kansas 67520;

FLORIAN DOME, a single person, whose address is, 2603 South County Line Road, Bison, Kansas 67520;

DARRELL DOME, a single person, whose address is, 716 NW 7th Street, Abilene, Kansas 67410;

STANLEY DOME, a single person, whose address is, 2603 South County Line Road, Bison, Kansas 67520;

PROPERTY DESCRIPTION:

TOWNSHIP 16 SOUTH - RANGE 16 WEST

SECTION 8:

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Northwest Quarter (NW/4) of Section 8, Township 16 South, Range 16 West, Rush County, Kansas, and being the same property described in that certain Warranty Deed, dated April 27, 2001, by and between Caroline Kisner Trust dated January 19, 1996, as Grantor, and Dome Living Trust dated May 17,2000, et al, as Grantee, and being recorded in Deed Book 53, Page 433, of the Register of Deeds, Rush County, Kansas.

ADDITIONAL TERMS AND PROVISIONS:

- 1. The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
- Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as
 nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of
 this lease.
- 4. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$12.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.