

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

1047680

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 year	Sec Twp S. R 🔲 E 🔲 V
DPERATOR: License#	(0/0/0/0) feet from N / S Line of Section
Name:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State: Zip: +	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: I II
	Length of Surface Pipe Planned to be set:  Length of Conductor Pipe (if any):
Operator:	Projected Total Depth:
Well Name: Original Total Depth:	Formation at Total Depth:
Original Completion Date Original Total Deptil	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	( <b>Note:</b> Apply for Permit with DWR)
CC DKT #·	
NOO DINT #	Will Cores be taken? YesN
OO DINI #	Will Cores be taken?N  If Yes, proposed zone:
AFF	If Yes, proposed zone:
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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.

or:						_ Lo	cation of W	ell: Cou	nty:		
									feet from	N / S Li	ne of Section
umber:									feet from	E / W Li	ne of Section
						_ Se	c	Twp.	S. R	E	W
er of Acres att	ributable to	well:				– le '	Section:	Peg	ular or Irregular		
TR/QTR/QTR	of acreag	e:				_	Section.	Kegi	ulai oi iiiegulai		
						If S	Section is I	Irregula	r, locate well from ne	arest corner bou	ındary.
						Se	ction corne	r used:	NE NW	SE SW	
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lease ruc	aus, tarik b	alleries, pi	pennes am				plat if desi		ce Owner Notice Act (	i iouse biii 2032).	
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	:	:	:		:	:	:				
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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

1047680

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	Pit is:	Existing	SecTwp R		
Settling Pit Drilling Pit	If Existing, date con		Feet from North / South Line of Section		
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)	Feet from East / West Line of Section County		
Is the pit located in a Sensitive Ground Water A	rea? Yes N	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)		
Is the bottom below ground level?  Yes No	Artificial Liner?	0	How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fee	t)	Width (feet) N/A: Steel Pits		
Depth fro	om ground level to deep	pest point:	(feet) No Pit		
If the pit is lined give a brief description of the line material, thickness and installation procedure.	itei		dures for periodic maintenance and determining ncluding any special monitoring.		
Distance to nearest water well within one-mile of	of pit:	Depth to shallo	west fresh water feet. mation:		
feet Depth of water wellfeet		measured	well owner electric log KDWR		
Emergency, Settling and Burn Pits ONLY:		Drilling, Workover and Haul-Off Pits ONLY:			
Producing Formation:		Type of materia	al utilized in drilling/workover:		
Number of producing wells on lease:		Number of working pits to be utilized:			
Barrels of fluid produced daily:		Abandonment p	procedure:		
Does the slope from the tank battery allow all splow into the pit? Yes No	pilled fluids to	Drill pits must b	pe closed within 365 days of spud date.		
Submitted Electronically					
	ксс	OFFICE USE OI	NLY  Liner Steel Pit RFAC RFAS		
Date Received: Permit Numb	ber:	Permi	t Date: Lease Inspection: Yes No		



### Kansas Corporation Commission Oil & Gas Conservation Division

1047680

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 (C	Cathodic Protection Borehole Intent)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R
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: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and 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 Adowner(s) of the land upon which the subject well is or will be lo CP-1 that I am filing in connection with this form; 2) if the form b form; and 3) my operator name, address, phone number, fax, are	ct (House Bill 2032), I have provided the following to the surface potential:  1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.  1) cknowledge that, because I have not provided this information, the
KCC will be required to send this information to the surface ow	ner(s). To mitigate the additional cost of the KCC performing this fee, payable to the KCC, which is enclosed with this form.
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-1	fee with this form. If the fee is not received with this form, the KSONA-1 1 will be returned.
Submitted Electronically	

**3**6

### OIL AND GAS LEASE

October

16th

Reorder No. 09-115

Kansas Blue Print 700 S. Broadway PO Box 703 Viletia: KS \$7201-0703 S10-204-0344-264-5105 fax www.kDp.com - kDp@kbp.com

2007

and husband	e 1415, Wichita, KS 67202	Dollars (\$\frac{1.00+}{0.00}\$) in hand paid, receipt of whittened, hereby grants, leases and lets exclusively unto lessee for the purpor for and producing oil, liquid hydrocarbons, all gazes, and their respectiving oil building tanks, power stations, telephone lines, and other structiquid hydrocarbons, gazes and their respective constituent products and oil orbided land, together with any reversionary rights and after-acquired inters \frac{Kanssas}{Assassassassassassassassassassassassassa
AGREEMENT, Made and entered into the Hottle day of October.  Pamela K. David and Daniel D. David, wife and husband	hose mailing address is 1760 SW View Dr., Pullman. WA 99183	Lessor, in consideration of ONE AND MOYE  Lessor, in consideration of ONE AND MOYE  Dollars (\$\frac{1.00+}{1.00+}\) in hand paid, receipt of which here 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 purpor investigating, exploiting by geophysical and other means, prospecting defiling, mining and operating for and producing oil, liquid bydrocarbons, all gases, and their respect not their fulled, and alf into subsurface strars, laying pipe lines, storing oil, bidding tanks, power stations, telephone lines, and other struct and things thereon to produce, save, take care of, treat, manufacture, process, store and transportsaid oil, liquid hydrocarbons, gases and their respective constituent products and oil orders manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interverent intervals of MOT-CON.  State of KARISAS

9 4858p4 #

It is agreed by and betwe

county road

Township 5 South, Range 24 West Section 32: E/2 Lying North of the existing established Tract 1:

Township 5 South, Range 24 West Section 33: W/2 Tract 2:

640 XXXXX XXXXX Township XXXXX In Section XX

successors thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of LITCE(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 with which said land is pooled.

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced and saved from the leased premises.

at the market prices.

It is market prices to gas of whatsoever nature or kind produced and sold, or used off the precedes received by lessee from such sales), for the gas sold, used off the precedes received by lessee from such sales), for the gas sold, used off the premises, or in the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per upon per net mineral ner retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the mening of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall shave the right to drill as well to completed within the term of years first mentioned.

If said lessor owns a less interest barrs to the whole and undivided fee simple estate therein, then the royalties herein provided for shall be paid then requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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 have the right to any time to remove all machinery and fixtures placed on said land.

Lessee shall have the right 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, administrators, successors or assignment or change in the ownership of the land or assignment of routies shall be binding on the lessee until after the lessee has been furnished with a writer transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a releases covering any portion or portions and be relieved of all obligations as to the accenge surrender this lease as to such portion or portions and be relieved of all obligations as to the accenge surrendered.

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

Lessor hereby warrants and agrees to defend the title to the lands beroin described, and agrees that the lessee shall have the right at any time to redeem for lesson, 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 understand lessors, for themselves and their heirs, successors and assigns, hereby surender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may alfect the purposes for which this lesse is made, as recited herein.

Lessee, at its option, is bereby given the right and power to pool or combine the acreage covered by this lesse or any portion thereof with other land, lesse 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 lesse premises so as to promote the conservation of oil, gas or other minerals in and under any be produced from said posing to be of tacts configuous to one monber 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 most exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units most exceeding for a tract or unit shall be treated, for all purposes except the payment of regarding of the pooled acres of the production is had from this lesse, whether the well or whe pooled acres is all receive on production from a unit so booled only such portion of the repair of the residence of the production is and from this lesse, whether the well or wells be located on the premises covered by this lesse or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such protein of the roy

The production of oil or gas on any one tract or a gas producing unit shall not extend the primary term of this lease on tracts not covered by production of oil or

If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$\frac{10.00}{10.00}\$ multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term of Three\_\_\_years from the end of the primary term hereof.

la K.

David Pamela

David

C)

Daniel

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

(Rev. 1993)

## AND GAS LEASE

Reorder No. 09-115

Kansas Blue Print 700 S. Brodway PO Box 703 Winchia, KS 07201-0793 319-264-034-38-5105 fax www.kbp.com · kbp@kbp.com

AGREEMENT, Made and entered into the 16th day of October	2007
by and between Linda L. Baumberger and Ronald L. Baumberger, wife and husband	
whose mailing address is 412 Gail Dr., Salina, KS 67401	
and J. Fred Hambright, Inc., 125 N. Market St., Suite 1415; Wichita, KS 67202	one or more),

therein situated in County of

a separate lease for each of the following described tracts, to-wit: It is agreed by and between the parties hereto that this lease is, in effect,

Tract 1:

Township 5 South, Range 24 West Section 32: E/2 Lying North of the existing established county road

Tract 2:

Township 5 South, Range 24 West
Section 33: W/2
XXXXX Township X

Subject to the provisions herein contained, this lease shall remain in force for a term of three(3) years from this date (called "primary terns oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled. XXXXX XXXXX

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

1st. To doliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gus of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products premises, or us the well, (but, as to gas sold by lessee, in no event more than one-eighth (iii) of the proceeds received by lessee from such salies), for premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used as royalty. One Dollar (\$1.00) per year per not mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is menning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease shall continue and be in force with like effect as if such well had been completed within the term of years, and 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, and either of them, be if said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be said lessor owns a less interest in the above described land than the entire and undivided fee.

Lesses whall have the right to use, free of cast, gras, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lesses shall bury lessee's operations to growing crops on said land.

When requested by lessor, lesses 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.

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

If the estate of either party hereto is assigned, and the privilege of assignment of remove the covenants hereof shall extend to their the arms fer or a sasigned portion or particles shall be such that assigned portion or particles are said assignment.

In a written transfer or assignment to the date of assignment.

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

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment signed lessors, for themselves and 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 under as said right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lesse or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lesse premises so as to be promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such popolly develop and operates and lesses premises on a tower or writing and conservation of oil, gas or other minerals in and under and that may be produced from said premises, such popolly develop and operates and lesses plants and produced from said premises, such popolly develop and operates and that may be produced from said premises, such popolly develop and operate and that may be produced from said premises, such popolly of acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an another and that may be produced from such an another and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated as if production is had from this lease, whether the well or wells be boaced on the premises covered by this lease of the production of the unit or his royalty stipulated herein as the amount of his acreage and the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular u

The production of oil or gas on any one tract or a gas producing unit shall not extend the primary term of this lease on tracts not covered by production of oil or gas.

If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$\frac{10.00}{2.00}\$ multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term of \$\frac{1100}{200}\$.

L. Baumberger ear first above undersigned execute this instrument as of the day CHEONOR LIVERED Baumberger IN WITNESS WHEREOF, the 19 Ronald

1 1

(Rev. 1993) 930

### LEASE OIL AND GAS

Reorder No. 09-115

Kansas Blue Print 700 S. Bradway PO Box 703 Weella, KS GZC1-5778 316-264-304-204-5165 fax www.kbp.com - kbp@kbp.com

2007

and husband October wife Sarac 성 and Ivan 16th Sarac  $\mathbb{Z}$ Theresa and between

Lessor, in consideration of DOLE and MOTE Dollars (3 1.00+ ) in hand paid, receipt of which acknowledged and of the agreements of the lessee herein contained, hereby grants, leuses and lete exclusively unto lessee for the purpose sugaring, exploring by geophysical and other means, prospecting defiling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective means, prospecting defiling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective means, prospective and transport said oil, liquid hydrocarbons, spower stations, telephone lines, and other structures ingo therefore to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other structures manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, structured in County of MOTLON State of Rainsas called Lessor (whether one or more) hereinafter culler Les Wichita, KS 67202 It is agreed by and between the parties hereto that this lease is, in effect, a separate lease for each of the following described tracts, to-wirt hereinafter Suite 1415, Market St. 09128 Æ APO, 125 N. 1827 Inc. Box 480 J. Fred Hambright, therein situated in County of 8 address whose mailing

Tract 1:

Township 5 South, Range 24 West Section 32: E/2 Lying North of the existing established county road

and all 640 containing XXXXX Range. Township XXXXX Tract 2: Township 5 South, Range 24 West Section 33: W/2
In Section XXXXXX Township X accretions thereto.

thereafter as long accretions thereto.

Subject to the provisions herein contained, this lease shall romain in force for a 'term of <u>LINCEE(3)</u> years from this date (called "primary term").
as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

'ist.' To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dolly (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

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

If said lessor only is necessarily lesserbed lead than the entire and undivided fee simple estate therein, then the reynletes 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 lesser shall buy lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now 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 breef shall extend to thois administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or rayalties shall be binding on the lessee until ableer the lessee shall be writtened of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or release 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 Ordens, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Orden, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lunds berein described, and agrees that the lessee shall have the right at any time to redeem for lesson, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and he subrogated to the rights of the holder thereof, and the understand lessors, for themselves and their hoirs, successors and assigns, hereby surender and release all right of dower and homestead in the premises described herein, in so far as all right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate and lease premises so as to promote the conservation of oil, gas so other minerals in and under and that may be produced from said permises, such pooling to be of tracts contiguous to one annother and to be into a unit or units and exceeding 40 acress each in the event of an oil well, or into a unit or units not exceeding 60 acress each in the event of an oil well, or into a unit or units not exceeding 60 acress each in the event of an oil well, or into a unit so on sold of a stracts contiguous to one annother and breain lessee skeep, the payment of repairs and other pooled acress on the production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. It lieu of the royalty stipulated herein and a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

The production of oil or gas on any one tract or a gas producing unit shall not extend the primary term of this lease on tracts not covered by production of oil or

If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$\frac{10.00}{40.00}\$ multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term of Three\_\_\_years from the end of the primary term beloof.

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

 $\ddot{\times}$ 

Mathias

SOBERT K.

Sarac Ivan المحير

Sarac ż Theresa

(Rev. 1993) 930

### OIL AND GAS LEASE

Reorder No. 09-115

2007 hereinafter called Lessor (whother Wichita, KS 1415, CT 06010 October single person Bristol day of. **16th** 1922 Perkins St. ત Slipke. into the Œ David AGREEMENT, Made address is and between

Lessor, in consideration of ODE and MOTE

be near acknowledged and of the royalies herein provided and of the agreements of the lessee herein contained, hereby gains, lesses and lets exclusively unto lessee for the purpose of investigating, exploring by sopplysical and other means, prospecting drilling, mining and operating for and producing oil, liquid bydrocarbons, all gases, and their respective constituent produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and housing and other surport said oil, liquid hydrocarbons, gases and their respective constituent products and other surport said of the sample of the sample of the manufacture of the sample of the s heroinafter caller Less 67202 125 N. Market St., Suite J. Fred Hambright, Inc., whose mailing and

It is agreed by and between the parties hereto that this lease is, in effect, a separate lease for each of the following described tracts, to-wir

Tract 1:

Township 5 South, Range 24 West Section 32: E/2 Lying North of the existing established county road

Section 33: W/2

XXXXX

Township 5 South, Range 24 West
Section 33: W/2

Township Tract 2:

containing XXXX In Section 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 is produced from said land or land with which said land is pooled.

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender us royally of other (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

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

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

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

If the estate of either party hereto is assigned, and the privilege of assignment of remotes administrators, successors or assignment or a true copy thereof. In case lessee assigned portion or portions arising subsequent to the date of assignment.

nises and thereby 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 surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at may time to redeem for lesson, 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 understand homestead may in any way affect the purposes for which this lesse is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lesse or any portion thereof with other land; lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the 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 probing to be of fracts contiguous to one another and to be into a unit or units and one of an extract or in the event of an oil well, or into a unit or or necessary of more than the land herein leased is situated an inserument identifying and describing the pooled acreage. But the event of a gas well. Lessee shall exceed the payment of ropoled into a roll of pooled into a runt is abili be treated as if production is had from this lease, whether the well or wells be located on the premises every the payment of more properly supplies elsewhere herein specified, lessor shall receive on production from a unit is pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

ö The production of oil or gas on any one tract or a gas producing unit shall not extend the primary term of this lease on tracts not covered by production of oil

If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$\frac{10.00}{40.00}\$ multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term of \tag{Innee\_100.000}\$ years from the end of the primary term hereof.

written. year first above IN WITNESS WHEREOF, the undersigned execute this instrum 6:

Malan

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person single ಡ Slipke, <u>[1]</u> David

922

(Rev. 1993) 930

Kansas Blue Print 700 S. Brandwy PO Box 703 Weith, KS (7201-0703 310-204-0504-3105 fax www.ktp.com - ktp@ktp.com Reorder No. 09-115

2007

OIL AND GAS LEASE

wife

and

Slipke, husband

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and Phyllis **16th** 

entered into tr Slipke

AGREEMENT, Made and Alan W.

and between

October 0

called Lessor (whether one or more) Lessor, in consideration of ODE ADD MODE Dollars (\$\frac{1.00+}{2.00+}\) in hand paid, receipt of which is here acknowledged and of the agreements of the lessee herein contained, hereby grans, lesses and lets exclusively tuno lessee for the purpose of investigating, exploring by geophysical and other means; prospecting duffling, and in principle of an interpretation operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, wards, other fluids, and air into abburface 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 transportsaid oil, liquid hydrocarbons, gases and their respective constituent products and other products and other structures and their respective constituent products and other structures.

| Nortion | Norti hereinafter caller Lesse Suite 1415, Wichita, KS 67202 hereinniter 66516 125 N. Market St., Netawaka, KS 286 Rd., Inc. J. Fred Hambright, 13840 whose mailing address is pur

It is agreed by and between the parties hereto that this lease is, in effect, a separate lease for each of the following described tracts, to-wit

Tract 1:

Township 5 South, Range 24 West Section 32: E/2 Lying North of the existing established county road

Tract 2:

containing XXXXX Range . Township XXXXX Section 33: W/2

XXXXX

Township 5 South, Range 24 West
Section 33: W/2

Township

In Section X

as long thereaft Subject to the previsions herein contained, this lease shall remain in force for a term of <u>timee(3)</u> years from this date (called "primary term"), and as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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-cighth (%) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-cighth (%), of the proceeds received by lessee from such sales), for the gas sold by lessee, in no event more than one-cighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tander as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall shave the right to drill such well keep well for the whole and undivided fee simple estate therein, then the royalties herein provided for shall be 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 operations to growing crops on said land.

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

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

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, in part is expressly allowed, the covenants bereof shall extend to their the extend of either party hereto is a assigned, and the privilege of assignment of rentals or royalties shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to the quite on assignment.

Lessee may at any time execute and deliver to less or or place of record a release or releases covering any portion or portions and, be release or place of record a release or release covering any portion or portions and, be release or place of record a release or release covering any portion or portions and, be release to state Livas. Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, Tor-Tailure to comply, therewight, the complete or the compl

The production of oil or gas on any one tract or a gas producing unit shall not extend the primary term of this lease on tracts not covered by preduction of oil or

If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$\frac{10.00}{10.00}\$ multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term, of \$\frac{10.00}{10.00}\$ was from the end of the primary term hereof.

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

Slipke Slipke Phyllis K.  $\ddot{\mathbf{x}}$ 

Slipke 3 Alan

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13

63U (Rev. 1993)

## OIL AND GAS LEASE

Kathleen E. Slipke, husband and wife

October

day of.

16th and

Slipke entered into the

 $\alpha$ 

and between Michael

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Reorder No. 09-115

Kansas Blue Print 700 S. Broadway PO Box 703 Wichin, KS 4720-4703 316-254-5105 fax www.kbp.com; kbp@kbp.com

2007

whose mailing address is 126 County 691 Ave., Cawker City, KS 67430 hereinafter called Lessor (whether one or more and J. Fred Hambright Inc., 125 N. Market St., Suite 1415, Wichita, KS 67202
, hereinafter caller Lesse
Lessor, in consideration of ONE AND MOTE streemens of the lessee herein contained, hereby grants, leases and lets excitatively unto lessee for the purpos
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 structure and think asset aske, aske, aske care of treat, manufacture, process, store and transport station hydrocarbons, gases and their respective constituent products and other constituent process.
there is shared in County of NOTLON.

containing Township

Township 5 South, Range 24 West Section 32: E/2 Lying North of the existing established county road Section 33: W/2

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 oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained bereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

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

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the reyalties herein provided for shall be paid the said lessor owns a less 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 doth.

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 machineers 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 assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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

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

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, 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 rights of dower and homestead in the premises described herein, in so far as said right had now in the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres scan in the event of an oil well, or into a unit or units not exceeding 640 acres send in the event of an oil well, or into a unit or units not exceeding 640 acres send in the event of an oil well, or into a unit or units not acress each in the overtoon of a gas well. Lessee shall exceed the minerals are accepted to a read or at tract or unit shall be treated, for all purposes except the payment of royality siphility of the production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lie of the royality siphilated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to predecing the particular unit involved.

If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$\frac{5}{10.00}\$ multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term of \( \text{Three} \) years from the end of the primary term hereof.

and year first above written. IN WITNESS WHEREOF, the

Slipkeathleen Kathleen E. ×

Slipke ż Michael Michael

# Kansas Surface Owner Notification Act

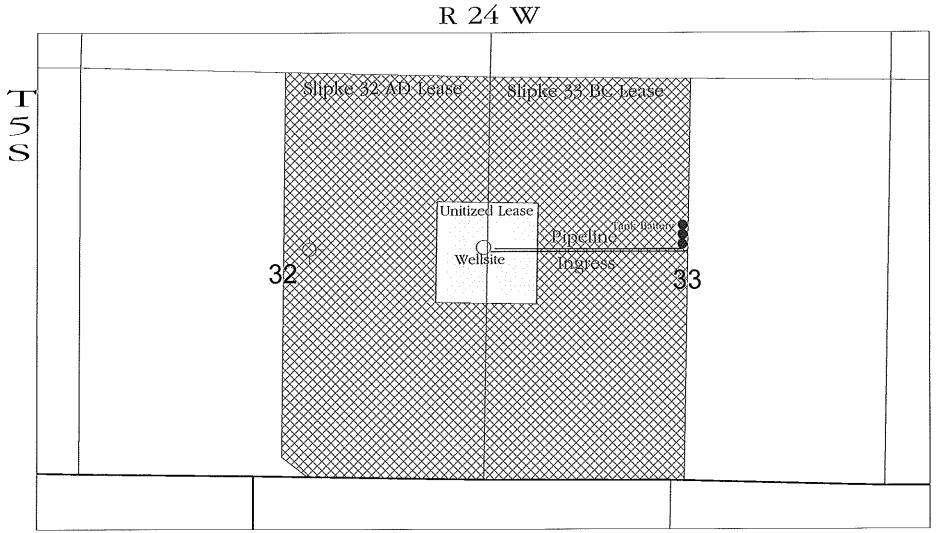
Surface Owners:

Ronald & Linda Baumberger Trust 412 Gail Drive Salina, KS 67401

Pamela K. David 560 S.E. Bishop Blvd Pullman, WA 99163 Michael & Kathleen Slipke Trust 126 County 691 Ave. Cawker City, KS 67430

Theresa M. Sarac PO Box 2269 Woodbridge, VA 22195

David E. Slipke 1922 Perkins Street Bristol, CT 06010 Alan W. Slipke 13840 286 Road Netawaka, KS 66516



SCALE = 1:15,000 NORTON COUNTY, KANSAS