

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

1053277

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
OPERATOR: License#	(Q/Q/Q/Q) feet from N / S Line of Section
Name:	feet from E / W Line of Section
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	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
LITE CANANCE. OID WEIL ITHOTTHATION AS TOHOWS.	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
Directional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
f Yes, true vertical depth:	Well Farm Pond Other:
Bottom Hole Location:	DWR Permit #:(Note: Apply for Permit with DWR)
	Will Cores be taken?
CCC DKT #:	Will Cores be taken? If Yes, proposed zone:
CCC DKT #:AFI	Will Cores be taken? Yes Yes Yes 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.

Operator:	perator:							Location of Well: County:									
_ease:							feet from N / S Line of Section										
Nell Numb	oer:						feet from E / W Line of Section										
Field:							_ Se	c	Twp S. R								
							15 1	Section:	Regular or Irregular								
								Section is ction corne	Irregular, locate well from nearest corner boundary. er used: NE NW SE SW								
	0	h l		المعال المعا	f1 1-	the meaning	PLAT		damilina. Chavusha madiatad kaastiaaa af								
					_				dary line. Show the predicted locations of sax Surface Owner Notice Act (House Bill 2032).								
								plat if desi 110 ft.									
		:	:	:		:	: (<u> </u>	– 660 ft.								
				:			:	:	LEGEND								
					••••				O Well Location								
			:	:			:	:	Tank Battery Location								
		:	:	:		:	:	:	Pipeline Location								
									Electric Line Location								
		:	:	:		:	:	:									
		:	:	:		:	:	:	Lease Road Location								
		:	:	:		:	:	:									
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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

053277

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	Sec Twp 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 well	feet	measured well owner electric log KDWR							
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	over and Haul-Off Pits ONLY:						
Producing Formation:		Type of material 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 be 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

1053277

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	

Heffel Unit # 2-1

-	Dirt Road	_
	Tank Flow Line Battery	- Lease road
	NE 4 Sec. I	We have met with to Surface owner to de lease roads, Flowline, -

Tanks Electric ect...

Elain# Thielen

Reorder No. 09-115	KB)	Kansas Blue Prin 700 S. Broadway PO Box 793 Wichita, KS 67201-0793 316-264-9344 · 264-5165 fax www.kbp.com · kbp@kbp.com
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03U (Rev. 1993)		OIL AND	D GAS LI	EASE	05-115	316-264-9344-264-5165 fax www.kbp.com · kbp@kbp.com
AGREEMENT, Made and entered int	the 21st	day of	March	,	2011	
			Thielen	, husband	and wife	•
·	No.	i di				
	· · · · · · · · · · · · · · · · · · ·		3			
			<u> </u>	<u> </u>		
whose mailing address is1490 Gr	eenbriar	Blvd.,	Boulder	co 80305	hereinafter ca	alled Lessor (whether one or more
and Buffalo Resource	s, LLC	· 				
301 Commerce Str	eet, Suit	e 1380,	Fort Wo	orth, TX 7	76102	, hereinafter caller Lessee
is here acknowledged and of the royalties here of investigating, exploring by geophysical an constituent products, injecting gas, water, othe and things thereon to produce, save, take care products manufactured therefrom, and housing	d other means, prosper of fluids, and air into so of, treat, manufacture, a and otherwise caring	e agreements of the ecting drilling, in the ubsurface strata, process, store and g for its employee	nining and operatin laying pipe lines, st id transport said oil, es, the following de	g for and producing o oring oil, building tan liquid hydrocarbons, s	s, leases and lets exclubil, liquid hydrocarbo ks, power stations, tel gases and their respec with any reversionary	ons, all gases, and their respective lephone lines, and other structure tive constituent products and othe y rights and after-acquired interest
therein situated in County of RUSS	<u>C*</u> T		State of	Ranbab		described as follows to-wit
All the East Hal	f of the	Southea	st Quart	er (E/2 S	SE/4)	
In Section 36 Township	13S	Range	12W	and containing	80	acres, more or less, and al
accretions thereto. Subject to the provisions herein contain		emain in force fo	r a term of	_	this date (called "prin	nary term"). and as long thereafte
as oil, liquid hydrocarbons, gas or other respection of the premises the second of the premises the second of the leased premises. 2nd. To pay lessor for gas of whatso at the market price at the well, (but, as to gas premises, or in the manufacture of products the as royalty One Dollar (\$1.00) per year per nemaning of the preceding paragraph. This lease may be maintained during of this lease or any extension thereof, the less found in paying quantities, this lease shall count in paying quantities, this lease shall count in paying quantities, this lease interest in the said lessor only in the proportion which lease is shall have the right to use, free when requested by lessor, lessee shall now which lease shall have the right at any time. Lessee shall have the right at any time is executors, administrators, successors or assignessee has been furnished with a written transwith respect to the assigned portion or portion. Lessee may at any time execute and surrender this lease as to such portion or portion. All express or implied covenants of the in whole or in part, nor lessee held liable in degulation. Lessor hereby warrants and agrees to any mortgages, taxes or other liens on the absigned lessors, for themselves and their heirs as said right of dower and homestead may in mended to cinity thereof, when in lessee's immediate vicinity thereof, when i	aid lessee covenants at free of cost, in the pi ever nature or kind p sold by lessee, in no nerefrom, said payment mineral acre retained the primary term he see shall have the right nature and be in force the above described lessor's interest bears to of cost, gas, oil and v bury lessee's pipe line to feet to the house or by lessee's operations of the to remove all maching assigned, and the p gras, but no change in sere or assignment or a sarising subsequent the deliver to lessor or plons and be relieved of the lesses shall be subject and the property of the lesser or plons and be relieved of the defend the title to the overdescribed lands, in successors and assignany way affect the put the right and power to	nd agrees: pe line to which roduced and sold event more than ints to be made n ed hereunder, an ereof without fur th to drill such w with like effect a and than the en the whole and o es below plow der barn now on sai to growing crops mery and fixtures rivilege of assig the ownership a true copy there to the date of ass acc of record a r all obligations a ect to all Federal comply therewit lands herein des n the event of de gns, hereby surr rposes for which o pool or combin-	lessee may connect I, or used off the property of the propert	wells on said land, the emises, or used in the the proceeds received from a well producing or tender is made it willing operations. If the tith reasonable diligence completed within fee simple estate there is operation thereon, written consent of less mises, including the ring part is expressly all ignment of rentals or ssigns this lease, in we covering any portion of crendered. Executive Orders, Rule prevented by, or if such that the lessee shall hay lessor, and be subrould right of dower and as recited herein.	e equal one-eighth (%) manufacture of any by lessee from such sign of sold will be considered that the lessee shall comme and dispatch, and the term of years firsein, then the royalties except water from the sor. Ight to draw and remains the covenants royalties shall be bir hole or in part, lessee or portions of the about sor Regulations, and ch failure is the result we the right at any tingated to the rights of homestead in the pr	part of all oil produced and saver products therefrom, one-eighth (% lales), for the gas sold, used off the or used, lessee may pay or tendet gas is being produced within the more to drill a well within the term if oil or gas, or either of them, but mentioned. Is herein provided for shall be paid to wells of lessor. In the control of the control o
conservation of oil, gas or other minerals in or units not exceeding 40 acres each in the erecord in the conveyance records of the cour pooled into a tract or unit shall be treated, fo found on the pooled acreage, it shall be treated royalties elsewhere herein specified, lessor s placed in the unit or his royalty interest therein the court of the court o	vent of an oil well, or try in which the land try all purposes except I as if production is h hall receive on produ In on an acreage basis	into a unit or u I herein leased i the payment of the dayment of the payment of t	nits not exceeding (s situated an instr royalties on produce se, whether the wel nit so pooled only al acreage so pooled	340 acres each in the comment identifying an item from the pooled was consulted or wells be located or such portion of the rin the particular unit	event of a gas well. I. d describing the pool unit, as if it were incluing the premises covered oyalty stipulated her involved.	essee shall execute in writing and led acreage. The entire acreage suded in this lease. If production in by this lease or not. In lieu of the ein as the amount of his acreage
IN WITNESS WHEREOF, the undersi	gned execute this inst	rument as of the				

George Thielen

Exhibit "A"

Attached to and made a part of that certain Oil and Gas Lease dated March 21, 2011, by and between George Thielen and Elaine Thielen, husband and wife, as "Lessor" and Buffalo Resources, LLC as "Lessee".

- Lessee will restore surface to original condition as nearly as practicable upon completion of operations, including backfilling, and the leveling of all pits created by its operations and restoring terraces disturbed by it operations. Operations shall be done in such a manner to allow the topsoil to be segregated and put back on the surface when pits are filled.
- 2. Lessee will consult with Lessors regarding the placement of a well, routes of ingress and egress, tank battery locations, and the construction of any roads, pipelines, or installation of other equipment on the leased premises and Lessors consent will not be unreasonably withheld.
- 3. This Lease and Exhibit "A" and all their terms, conditions and stipulations shall extend to and be binding upon all the heirs, grantees, administrators, successors and assigns of the Lessee and Lessors. The provisions of this Exhibit "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 4. Before the commencement of any well, the Lessee must have prior written consent from Lessor to set any less than 500 feet of Surface Casing.
- 5. In the event Lessee determines to conduct 3-D seismic operations upon said leased premises, Lessor agrees to extend the primary term of this lease for a minimum term of 3 months and/or grant Lessee the sufficient amount of time needed by Lessee to complete the 3-D seismic testing and the processing of test results.

FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP)

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of February	y , 2007
Edward R. Heffel and Setsuko Heffel, husband and wife	
	TATE OF
ose mailing address is 4184 - 199 th Street, P. O. Box 129, Dorrance, KS 67634	hereinafter called Lessor (whether one or more),
Mast Drilling, Inc.	THE OLD STOLES CONTRACTOR OF THE PROPERTY SHAPE SEE
	hereinafter called Lessee
Lessor, in consideration of One and O.V.C.	Dollars (\$1.00) in hand paid, receip
which is here acknowledged and of the royalties herein provide and of the agreements of the lessee herein contained stigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and production injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, luce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases an efrom, and housing and otherwise caring for its employees, the following described land, together with any reversion	power stations, telephone lines, and other structures and things thereon to ad their respective constituent products and other products manufacture
rein situated in County of Russell State of Kansas	described as follows to wit:
of the Northeast Quarter (NE/4)	na am amada nadirarwaning sam mammani finadana ar
ection 1 , Township 14 S , Range 12 W and containing	Acres, more or less, and all accretions thereto.
Subject to the provisions herein contained, this lease shall remain in force for a term of3years from the provision of the premises the said lessee covenants and agrees:	om this date (called "primary term"), and as long thereafter as oil, liqu
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on a leased premises.	said land, the equal one-eighth (1/8) part of all oil produced and saved fro
2 nd . To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or ket price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received laufacture of products, said payments to be made monthly. Where gas from a well producing gas only is not sold or mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being product.	r used, lessee may pay or tender as royalty One Dollar (\$1.00) per year p
This lease may be maintained during the primary term hereof without further payment or drilling operate or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diliger	tions. If the lessee shall commence to drill a well within the term of thence and dispatch, and if oil or gas, or either of them, be found in paying
If said lessor owns a less interest in the above described land than the entire and undivided fee simple of	estate therein, then the royalties herein provided for shall be paid the sa
sor 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. When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.	ion mercon, except water from the wens of lessor.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written con	nsent 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, include	ding 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 expending interesting the successors of assigns, but no change in the ownership of the land or assignment of rentals or royalties written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee tions arising subsequent to the date of assignment.	shall be binding on the lessee until after the lessee has been furnished we shall be relieved of all obligations with respect to the assigned portion
Lessee may at any time execute and deliver to lessor or place of record or releases covering any portions 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 ole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if s	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 least stages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be submisselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.	essee shall have the right at any time to redeem for lessor, by payment a progated to the rights of the holder thereof, and the undersigned lessors,
Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by mediate vicinity thereof, when n lessee's judgment it is necessary or advisable to do so in order to properly developed or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous the event of an oil well, or into a units or units not exceeding 640 acres each in the event of a gas well. Lessee shall the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acrea whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties else olded only such portion of the royalty stipulated herein as the amount of his acreage place in the unit or his royalty	ous to one another and to be into a unit or units not exceeding 40 acres earlier so pooled into a tract or unit shall be treated, for all purposes except on the pooled acreage, it shall be traded as if production is had from the sewhere herein specified, lessor shall receive on production from a unit
particular unit involved.	
IN WITNESS WHEREOF, the undersigned execute this agreement as of the day and year first above writ	iten.
itnesses:	
·	bo Hoppel

Notary Pablic

63U (Rev. 1993)

Kansas Blue Print 700 S. Broadway PO Box 793 Wichita, KS 67201-0793 Reorder No. 09-115

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at the market	price at the	e well, (b	ut, as to	gas sold	d by less	ee, in r	no event m	ore than	n one-eighth	(1/8) of	the pro	ceeds rec	ceived by le	ssee from	such sa	les), for	the gas s	one-eighth (1/4), sold, used off the ay pay or tender
as royalty One meaning of the	Dollar (\$1	1.00) per	year per	net mir	neral acr	re retai	ned hereur	der, an	nd if such p	aymen	t or tend	ler is ma	de it will b	e consider	red that	gas is be	eing prod	duced within the
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found in payin	g quantitie	s, this le	ase shall	continu	e and be	in for	ce with like	effect a	as if such w	ell had	been co	mpleted	within the t	erm of ye	ars first	mention	ed.	for shall be paid
the said lessor	only in the	proporti	ion which	h lessor's	s interest	t bears	to the who	le and		e.								
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Lessee	shall have	the righ	t at any	time to r	remove a	ll mac	hinery and	fixture	s placed on	said pr			THE REPORT OF THE PARTY OF THE					
lessee has been with respect to	inistrators furnished the assign	, success with a v ed portio	written tr	ssigns, b ransfer o tions aris	but no clor assign	hange ment o sequen	in the own or a true co t to the dat	nership py ther e of ass	of the land eof. In case signment.	or as lessee	signmer assigns	t of rent this leas	als or roya e, in whole	lties shal or in part	l be bind , lessee s	ling on the	the lessee relieved o	d to their heirs, e until after the of all obligations ises and thereby
surrender this	lease as to	such por	tion or po	ortions a	and be re	elieved	of all oblig	ations a	as to the acr	eage si	rrender	ed.						ot be terminated,
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any mortgages signed lessors,	for themse	other lien	ns on the	above d	described cessors a	l lands	in the eve signs, here	nt of de	efault of pay	ment elease	by lesso all righ	r, and be t of dow	e subrogated er and hom	d to the ri	ghts of t	he holde	er thereof	sor, by payment f, and the under- herein, in so far
	at its opti	on, is he	reby give	en the ri	ight and	power	to pool or	combin	e the acrea	e cove	red by t	his lease	or any por					or leases in the
or units not ex record in the o pooled into a t	f oil, gas o ceeding 40 conveyance ract or uni	r other r acres ea records t shall b	ninerals ach in the of the co e treated	in and in e event county in all	under an of an oil n which purposes	d that well, o the las s excep	may be pror into a unner into a	oduced nit or un leased in nent of	from said p nits not exc is situated a royalties on	remise eding in inst produ	s, such 640 acr rument ction fro	pooling to es each in identifying om the po	o be of trace n the event ng and des coled unit, a	of a gas scribing t as if it we	well. Les he pooled re includ	ne anothesee shall d acreag led in th	her and t ll execute ge. The en nis lease.	to promote the to be into a unit in writing and intire acreage so If production is
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COUNTY OF

Exhibit "A"

Attached to and made a part of that certain Oil and Gas Lease dated March 21, 2011, by and between Joan Kaufman and Norman Kaufman, husband and wife, as "Lessor" and Buffalo Resources, LLC as "Lessee".

- Lessee will restore surface to original condition as nearly as practicable upon completion of operations, including backfilling, and the leveling of all pits created by its operations and restoring terraces disturbed by it operations. Operations shall be done in such a manner to allow the topsoil to be segregated and put back on the surface when pits are filled.
- Lessee will consult with Lessors regarding the placement of a well, routes of ingress and egress, tank battery locations, and the construction of any roads, pipelines, or installation of other equipment on the leased premises and Lessors consent will not be unreasonably withheld.
- 3. This Lease and Exhibit "A" and all their terms, conditions and stipulations shall extend to and be binding upon all the heirs, grantees, administrators, successors and assigns of the Lessee and Lessors. The provisions of this Exhibit "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 4. Before the commencement of any well, the Lessee must have prior written consent from Lessor to set any less than 500 feet of Surface Casing.
- 5. In the event Lessee determines to conduct 3-D seismic operations upon said leased premises, Lessor agrees to extend the primary term of this lease for a minimum term of 3 months and/or grant Lessee the sufficient amount of time needed by Lessee to complete the 3-D seismic testing and the processing of test results.

Kansas Blue Print Reorder No. 700 S. Broadway PO Box 793 09-115 Wichita, KS 67201-0793

(Rev. 1993) 316-264-9344 · 264-5165 fax OIL AND GAS LEASE www.kbp.com · kbp@kbp.com 2011 AGREEMENT, Made and entered into the 21st March Thielen Farms, LLC by and between P.O. Box 112, Dorrance, KS 67634 whose mailing address is hereinafter called Lessor (whether one or more) Buffalo Resources, LLC 301 Commerce Street, Suite 1380, Fort Worth, TX 76102 hereinafter caller Lessee: Dollars (\$ 1.00 One and O.V.C. Lessor, in consideration of) in hand paid, receipt of which is 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 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, Kansas therein situated in County of _ described as follows to-wit: State of All the East Half of the Southwest Quarter (E/2 SE/4) M.F. 80 12W acres, more or less, and all In Section Township . Range and containing accretions thereto. years from this date (called "primary term"). and as long thereafter Subject to the provisions herein contained, this lease shall remain in force for a term of _ 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 (1/4) part of all oil produced and saved from the leased premises. 2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/4), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/4) 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 hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph. This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest 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 furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be 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 county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved. ***See Exhibit "A" attached hereto and made a part hereof*** IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses: Susan M. Thielen, Manager

Thielen Farms, LLC

Exhibit "A"

Attached to and made a part of that certain Oil and Gas Lease dated March 21, 2011, by and between Thielen Farms, LLC, as "Lessor" and Buffalo Resources, LLC as "Lessee".

- Lessee will restore surface to original condition as nearly as practicable upon completion of operations, including backfilling, and the leveling of all pits created by its operations and restoring terraces disturbed by it operations. Operations shall be done in such a manner to allow the topsoil to be segregated and put back on the surface when pits are filled.
- Lessee will consult with Lessors regarding the placement of a well, routes of ingress and egress, tank battery locations, and the construction of any roads, pipelines, or installation of other equipment on the leased premises and Lessors consent will not be unreasonably withheld.
- 3. This Lease and Exhibit "A" and all their terms, conditions and stipulations shall extend to and be binding upon all the heirs, grantees, administrators, successors and assigns of the Lessee and Lessors. The provisions of this Exhibit "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 4. Before the commencement of any well, the Lessee must have prior written consent from Lessor to set any less than 500 feet of Surface Casing.
- 5. In the event Lessee determines to conduct 3-D seismic operations upon said leased premises, Lessor agrees to extend the primary term of this lease for a minimum term of 3 months and/or grant Lessee the sufficient amount of time needed by Lessee to complete the 3-D seismic testing and the processing of test results.