

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

1055323

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
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:	(Note: 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:
AFF The undersigned hereby affirms that the drilling, completion and eventual plu	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

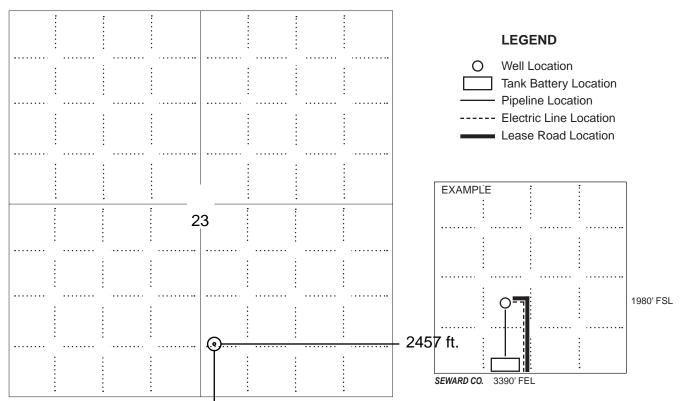
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	SecTwpS. R E W
Number of Acres attributable to well:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW

PLAT

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

You may attach a separate plat if desired.



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

724 ft.

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

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

055323

Form CDP-1
May 2010
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name:			License Number:
Operator Address:			
Contact Person:			Phone Number:
Lease Name & Well No.:			Pit Location (QQQQ):
Type of Pit: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit is: Proposed If Existing, date continued in the pit capacity:	Existing nstructed: (bbls)	SecTwp R East WestFeet from North / South Line of SectionFeet from East / West Line of Section County
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)
Is the bottom below ground level?	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits
If the pit is lined give a brief description of the li material, thickness and installation procedure.	om ground level to dee	Describe proce	dures for periodic maintenance and determining any special monitoring.
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. mation:
feet Depth of water well	feet	measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily: Does the slope from the tank battery allow all s flow into the pit? Yes No Submitted Electronically		Type of materia Number of work Abandonment p Drill pits must b	over and Haul-Off Pits ONLY: all utilized in drilling/workover: king pits to be utilized: procedure: de closed within 365 days of spud date.
	KCC	OFFICE USE O	NLY
Date Received: Permit Num	ber:		Liner Steel Pit RFAC RFAS t Date: Lease Inspection: Yes No



Kansas Corporation Commission Oil & Gas Conservation Division

1055323

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	(Cathodic Protection Borehole Intent) I-1	(Transfer)				
OPERATOR: License #	Well Location:					
Name:		wpS. R 🔲 East 🗌 West				
Address 1:						
Address 2:	•	Well #:				
City:	If filing a Form T-1 for multiple well	s 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 m	ultiple surface owners, attach an additional				
Address 1:		o the left for each surface owner. Surface 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:						
If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathe the KCC with a plat showing the predicted locations of lease roads, tar are preliminary non-binding estimates. The locations may be entered	nk batteries, pipelines, and electrical	lines. The locations shown on the plat				
 ☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be CP-1 that I am filing in connection with this form; 2) if the form form; and 3) my operator name, address, phone number, fax, ☐ I have not provided this information to the surface owner(s). I KCC will be required to send this information to the surface of task, I acknowledge that I am being charged a \$30.00 handling 	located: 1) a copy of the Form C-1, being filed is a Form C-1 or Form C and email address. acknowledge that, because I have no wner(s). To mitigate the additional of	Form CB-1, Form T-1, or Form B-1, the plat(s) required by this of provided this information, the cost of the KCC performing this				
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 CF		received with this form, the KSONA-1				
Submitted Electronically						
•		_				

63U (Rev. 1993)

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of December	2006
)RS
hose mailing address is	hereinafter called Lessee:
Dollars (\$ 10.00) in hand paid, thereby grants, leases and lets exclusively unto lessee for the goil, liquid hydrocarbons, all gases, and their respective constituent broducts and other structures and things the separative constituent interest.	of which is hereby se of investigating, products, injecting produce, save, take from, and housing
Described as follows: See EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION. 16 South Page 16 West and provide the second of the	ribed as follows to- DN.
inied, this lease shall remain in force for a term of Three (3) years from this date (called "primary term") au pective constituent products, or any of them, is produced from said land or land pooled therewith or this lease is ofthe aid lease covenants and agrees:	ng thereafter as oil, naintained in effect
lst. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from ne leased premises. 2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, ne-eighth (1/8), at the market pirce at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8) of the net proceeds received by Lessee from such sales, such net proceeds be less a proportionate part of the production, severance, or other excise taxes and the cost incurred by Lessee in delivering, treating for the removal of nitrogen, belium or other impurities in the gas, processing, compressing, or otherwise making any such gas merchantable) for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be	ced and saved from products therefrom, , such net proceeds other impurities in aid payments to be
This lease may be maintained during the primary term hereof without further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not being roduced on the leased premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking operations thereon, then this lease shall continue in force so long so operations are being continuously prosecuted on the leased premises or on acreage pooled or unitized therewith; and operations shall be considered to be continuously prosecuted in fort more isovery of oil or gas on the leased premises or on acreage pooled or unitized therewith, the production should cease from any cause after the primary term, this lease shall not terminate if sessee commences additional drilling or reworking operations within one hundred and twenty (120) days from the date of cossistion or from the date of completion of a dry hole, foil or gas shall be discovered and produced as a result of such operations, this lease shall continue in full force and effect so long as oil or gas is produced from the leased premises or on creage pooled or unitized therewith.	lor gas is not being use in force so long secured if not more uent well. If after all not terminate if etion of a dry hole, sed premises or on sed premises or on
If after the primary term one or more wells on the lease premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such vell or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining the lease. If or a period of minety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, the Lessee shall pay an aggregate shut-in royalty of One Dollar (81.00) are then covered by this lease, to payment to be made to Lessor on or before the amiversary date or this lease explaining after the explication of the said interest (90) day period and bereafter on or before each anniversary date of this lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be the unit the end of the next following amiversary date of this lease that cessation of such operations or production occurs, as the case may be. Lessee's failure to properly pay shut-in royalty hall render Lessee liable for the amount due, but shall not operate to terminate this lease.	ed hereby, but such taining the lease. If One Dollar (\$1.00) (90) day period and un its primary term in oryalty shall be pay shut-in royalty and pay shut-in royalty
ch lessor's into s, oil and wate s, oil end wate e's pipe lines t e house or barn operations to g	. ~
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, diministrators, 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 written transfer or assignment or a true copy theoreof. 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 orions 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	nr heirs, executors, been furnished with assigned portion or
to lesson of place of record a recease or receases overlang any portion of portions of the advice described per fall obligations as to the acreage surrendered. see shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease sha see shall be subject to the price of transportation of oil, gas or other substance covered hereby. When drilling and regulation of the price or transportation of oil, gas or other substance covered hereby. When drilling tied or delayed by such laws, rules, regulations or orders, or by inability to obtain an ecessary Permits, epulior riot, governmental delay, restraint or inaction, or by mability to obtain a satisfactory market for production, or fause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within configure whether of the kind specifically enumerated above or otherwise, which is not reasonably within configure, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall ling, production, or other operations are so prevented or delayed. In the event of default of payment by lessor, and be subrogated to the right at any time to red lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.	mated, in whole or gulation, including production, or other ies, material, water, ire, storm, flood or hasers or carriers to this lease shall not e for breach of any x, by payment any rispned lessors, for
Lessee, at its option, is hereby given the right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when it lesses is judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling or unitization to be of fracts contiguous to one another and to be into a unit or units not exceeding of the country in which the land herein leased is situated an instrument identifying and describing the pooled or unitized acreage. The entire acreage so pooled or unitized into a tract or unit shall be treated, for all purposes except the payment of royalfuse on production from the pooled unit, as if it were included in this lease. If production is found on the pooled or unitized acreage, it hall 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 royalfuse skewhere herein so positive, lease that leaves on production from a unit so pooled only such portion of the royalfus stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage sasts bears to the total acreage so pooled or unitized in the particular unit involved. This lease may be stened in any number or numbers of counterparts and shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those	ase or leases in the conservation of oil, units not exceeding units not exceeding tweyance records of tract or unit shall unitized acreage, it en specified, lessor erein on an acreage rein on those binding on those
Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now nown or not, including the drilling of holes, use of torsion balance, seismograph explosions, magnetometer, or other geophysical or geological instruments, tests or procedures, for the purpose of securing geological and geophysical information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may disseminate or ell such mormation without Lessor's consent. Lessor and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and customary damages should occur, at Lessor's discretion, Lessor or its enant (if Lessor has a tenant) will be compensated accordingly, or Lessee may elect to repair the damages in lieu of compensation. SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS AND PROVISIONS.	ot and whether now res, for the purpose may dissemmate or ustomary damages retion, Lessor or its TVISIONS.
N WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. CLARENCE TUZICKA CORY I WAGNER	

DORIS J. TUZICKA

EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated December 8, 2006, by and between, CLARENCE TUZICKA, et ux, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

LESSORS NAMES AND ADDRESSES:

RR 1 Box 53, Otis, Kansas 67565; CLARENCE TUZICKA and DORIS J. TUZICKA, husband and wife, whose address is

684 W. Hwy. 4, Olmitz, Kansas 67564; CORY J. WAGNER and JATIM D. WAGNER, husband and wife, whose address is

PROPERTY DESCRIPTION:

TOWNSHIP 16 SOUTH - RANGE 16 WEST

SECTION 23:

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Southwest Quarter (SW/4) of Section 23, Township 16 South, Range 16 West, Rush County, Kansas.

It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse.

ADDITIONAL TERMS AND PROVISIONS:

- gas lease when such terms conflict The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and
- Ŋ Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease.
- w any such pipeline constructed herein be buried less than thirty-six (36) inches. Lessee agrees herein to bury all pipelines to a depth below ordinary plow depth, and in no case shall
- 4 additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$12 per acre covered by the lease. In though this lease originally provided for a term of five (5) years. the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Lessee is hereby granted the option to extend the primary term of this lease for an Should this option be exercised as herein provided, it shall be considered for all purposes as
- Ċ Rental payments accruing under the terms of this lease to Cory J. Wagner and Jatim D. Wagner, husband and wife, and said payments to Cory J. Wagner and Jatim D. Wagner shall maintain this Oil, Gas and Mineral Lease in full force and effect, as though payments had been made to each Lessor, Clarence Tuzicka and Doris J. Tuzicka, husband and wife, individual Lessor direct all Bonus, Royalty and

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OIL AND GAS LEASE

AGREEMENT, Made and entered into the10thday of	d into the 10th d		January	2007
by and between	LEON V. BRA	ACK and CONNIE S. BF	LEON V. BRACK and CONNIE S. BRACK, husband and wife	
whose mailing address is	1512 Northwes	1512 Northwestern St., Jola, KS 66749		hereinafter called Lessor (whether one or more),
and	Samuel Gary Ji 1670 Broadway	Samuel Gary Jr. & Associates, Inc 1670 Broadway, Suite 3300, Denver, CO 80202	O 80202	, hereinafter called Lessee:
Lessor, in consideration of	Ten and Other V	Ten and Other Valuable Considerations	Dollars (\$ 10.00	Dollars (\$ 10.00) in hand paid, receipt of which is hereby
acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and le exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and care of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest,	provided and of the agree s, prospecting drilling, mir sface strata, laying pipe lin and transport said oil, liqu e following described land	ments of the lessee herein containe ring and operating for and produci ries, storing oil, building tanks, pow and hydrocarbons, gases and their i , together with any reversionary rig	ed, hereby grants, leases and lets exclusiving oil, liquid hydrocarbons, all gases, and ret stations, telephone lines, and other structures expective constituent products and other phis and after-acquired interest,	acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest,
therein situated in County ofwit:	Rush	State of	Kansas	described as follows to-
V " LAUMIA 1135	, van China in			

I ACHED HEKE I O AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION

Range

16 West

160.00

Subject to the provisions herein contained, this lease shall remain liquid hydrocarbons, gas or other respective constituent products, pursuant to the provisions hereof. 경 <u>P</u>. e for a term of them, is of Three (3) years from this date (called "primary term) produced from said land or land pooled therewith or this lease is ") and as long thereafter as oil otherwise maintained in effect

In consideration of the premises the said lessee

In Section _____accretions ther

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessie the leased premises. connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from

2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8) of the net proceeds received by Lessee from such sales, such net proceeds to be less a proportionate part of the production, severance, or other excise taxes and the cost incurred by Lessee in delivering, treating for the removal of nitrogen, helium or other impurities in the gas, processing, compressing, or otherwise making any such gas merchantable) for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not broduced on the leased premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking operations thereon, then this lease shall continue in force so so operations are being continuously prosecuted or unitized therewith, and operations shall be considered to be continuously prosecuted if not ran one hundred and twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If scovery of oil or gas on the leased premises or on acreage pooled or unitized therewith, the production should cease from any cause after the primary term, this lease shall not termine assee commences additional drilling or reworking operations within one hundred and twenty (120) days from the date of cossation of production or from the date of completion of a dry creage pooled or unitized therewith.

If after the primary term one or more wells on the lease premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such lor wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining the lease. If a period of ninety (90) consecutive days such well or wells are shut in or producit not herefrom is not sold by Lessee, the Lessee shall pay an aggregate shut-in royalty of one Dollar (\$1,00) acre then covered by this lease, such payment to be made to Lessor on or before the amiversary date of this lease next ensuing after the expiration of the said minety (90) day period and eafter on or before each anniversary date of this lease while the well or wells are shut in or production is not being sold by Lessee, proyided that if this lease, in its primary term therwise being maintained by operations, or it production is being sold by Lessee from another well on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be until the end of the next following anniversary date of this lease that cessation of such operations or production occurs, as the case may be. Lessee's failure to properly pay shut-in royalty Irander Lessee liable for the amount due, but shall not operate to terminate this lease.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in royalties) herein provided shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

except water from

the wells of lessor

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon,

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

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, inistrators, 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 furn itten 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 on a rising subsequent to the date of assignment. nished with portion or

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 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 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, including strictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When drilling, reworking, production or order, or by inability to othan necessary permits, equipment, services, material, water, certicity, fuel, access or essenents, or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or her act of nature, explosion, governmental action, governmental delay, restraint or inaction, or by inability to obtain a satisfactory market for production, or failure of rates of such prevention, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of Lessee shall not be liable for breach of any ovision or implied covenants of this lease when drilling, production, or other operations are so prevented or delayed.

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 ortgages, taxes or other lieus 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 remselves 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 sometical may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the mediate 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, so rother minerals in and under and that may be produced from said premises, such pooling or unitization to be of tracts configuous to one another and to be into a unit or units not exceeding 600 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of county in which the land herein leased is situated an instrument identifying and describing the pooled or unitized acreage, so pooled or unitized into a tract or unit shall treated, as if production is had from this lease, whether the well or wells be located on the premises covered by this lease, if production is that from this lease, whether the well or wells be located on the premises operated in this lease or not, in lieu of the royalty interest therein on an acreage is bears to the total acreage so pooled or unitized in the particular unit involved.

This lease may be signed in any number or numbers of counterparts and shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those ing, notwithstanding some of the Lessors above named who may not have joined in the execution hereof. The word "Lessor" as used in this lease shall mean the party or parties who rule this lease as Lessor, although not named above.

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

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

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

CONNIE S. BRACK ON V. BRACK

STATE OF	No	Му соп	STATE OF COUNTY OF The foregoins	Му сол	STATE O COUNTY The foreg	My cor	STATE OF	My cor	The for
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ORPO	day of, 2007.		INDIVIDUAL		INDIVIDUAL		and	B	a built
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kCoNe)	Mayorio Fling Des. Register of Deeds.		oNe)		CoNe)		CoNe)		ės
	# 693 # 16.00 When recorded, return to								1
	<i>I</i>							à	200

EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated January 10, 2007, by and between, LEON V. BRACK and CONNIE S. BRACK, husband and wife, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 16 SOUTH - RANGE 16 WEST

SECTION 23:

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Southeast Quarter(SE/4) of Section 23, Township 16 South, Range 16 West, Rush County, Kansas.

rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse. own in and to the above described tract, including streets, roads, canals, drainage ditches. It is the intention of this lease to cover and include any mineral interest which the Lessor may

ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict
- Ņ grass, and restore as nearly as practical, said premises to the same conditions and contour as Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including previously existed, upon termination of this lease.
- ယ case shall any such pipeline constructed herein be buried less than thirty-six (36) inches Lessee agrees herein to bury all pipelines to a depth below ordinary plow depth, and in no
- 4. Lessee is hereby granted the option to extend the primary term of this lease for an considered for all purposes as though this lease originally provided for a term of five covered by this lease. Should this option be exercised as herein provided, it shall be by the lease. may be exercised by Lessee, in total, on or before the expiration date of lease by additional two (2) years from the expiration of the original primary term. This option (5) years. paying and delivering to Lessor at the above address, the sum of \$12 per acre covered In the event Lessee exercises this option, Lessee must renew all acreage

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

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

WELL NAME: Leon Brack et al 1-23

LOCATION: 724 FSL / 2457 FEL Sec. 23 - 16S - 16W

RUSH COUNTY, KS

SURFACE OWNER: Leon Brack

1512 North Western Street

Iola, KS 66749

R 16 W

