For KCC Use:

Eff	e	ct	iv	е	Date
-					

District	#	

SGA?	Yes	No

KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION**

March 2010 Form must be Typed Form must be Signed All blanks must be Filled

Form C-1

1063300

NOTICE OF INTENT TO DRILL

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

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

Expected Spud Date:	Spot Description:
month day year	
OPERATOR: License#	feet from N / S Line of Section
Name:	feet from L 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):
	Nearest Lease or unit boundary line (in footage):
Well Drilled For: Well Class: Type Equipment:	Ground Surface Elevation:feet MSL
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable	Depth to bottom of fresh water:
Seismic ; # of Holes Other	Depth to bottom of usable water:
Other:	
If OWWO: old well information as follows:	Surface Pipe by Alternate:
	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:
	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
KCC DKT #:	Will Cores be taken? Yes No
	If Yes, proposed zone:

AFFIDAVIT

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

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

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

Submitted Electronically

For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT.
Approved by:	
This authorization expires:	
Spud date: Agent:	

Remember to:

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

ш

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



For KCC Use ONLY

API # 15 -

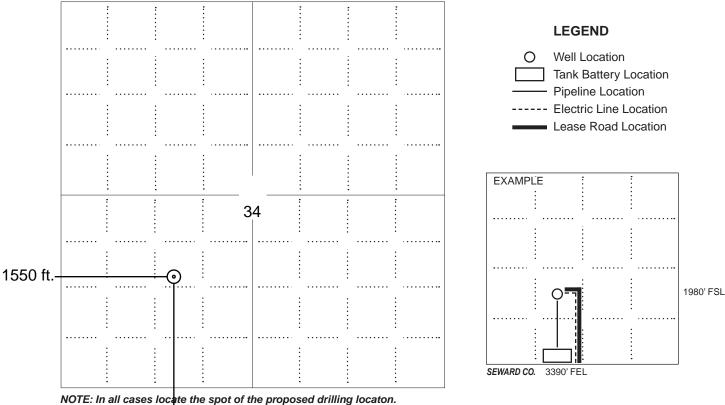
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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:	Sec Twp S. R E 📃 W
Number of Acres attributable to well: QTR/QTR/QTR/QTR of acreage:	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.



1520 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.

Side Two



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form must be Typed

Form CDP-1 May 2010

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:	Pit is:			
Emergency Pit Burn Pit	Proposed	Existing	SecTwpR East West	
Settling Pit Drilling Pit	If Existing, date cor	nstructed:	Feet from North / South Line of Section	
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from East / West Line of Section	
		(bbls)	County	
Is the pit located in a Sensitive Ground Water A	rea? Yes I	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level?	Artificial Liner?	lo	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	
Depth fro	m ground level to dee	pest point:	(feet) No Pit	
If the pit is lined give a brief description of the liner material, thickness and installation procedure.			dures for periodic maintenance and determining Icluding any special monitoring.	
Distance to nearest water well within one-mile of pit:		Depth to shallo Source of inforr	west fresh water feet. nation:	
feet Depth of water well	feet	measured	well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	ver and Haul-Off Pits ONLY:	
Producing Formation:		Type of materia	l 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 spilled fluids to flow into the pit? Yes No		Drill pits must b	e closed within 365 days of spud date.	
	-			
Submitted Electronically				
	KCC		NLY	
			Liner Steel Pit RFAC RFAS	
Date Received: Permit Num	per:	Permi	t Date: Lease Inspection: Yes No	

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT Form KSONA-1 July 2010 Form Must Be Typed Form must be Signed All blanks must be Filled

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

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

OPERATOR: License #	Well Location:
Name:	
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:+	

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

Select one of the following:

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

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

Submitted Electronically

I

I

OIL AND GAS LEASE

AGREEMENT, made and entered into this 20th day of October. 2008, by and between

Vern H. Brooks and Anna M. Brooks, husband and wife whose mailing address is

2416 S. Cliff Dr., Green Valley, AZ 85614-1453 hersinafter called lessor (whether one or more), and

Louetree Oli and Gas Company, 5228 Lonetree Dr., Loveland, CO 80537 , hereinafter called in

Lessor, in consideration of Ten Dollars (\$ 10.00) in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lesses herein contained, hereby grants, heases and lets exclusively unto lesses 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 the County of Norton , State of Kansas, described as follows, to wit:

Township 3 South, Range 25 West Section 34: E/2SW/4, W/2SE/4 4.

In Section XX , Township XX , Range XX and containing 160.00 Acres, more or less, and all accretions thereto.

- 2 and is pooled. 1
- In consideration of these premises le ec covenants and agrees;
 - 8. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises. 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,
 - b. 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-tighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-tighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premisea, 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 royaby One Dollar (\$1.00) per year per net mineral acre retained herounder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the proceeding 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 lesse 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 reas or either of them the found in paying numbrities this lesse shall continue and he in force with line affects as found in reasonable diligence and dispatch, and if oil or reas or either of them the found in paying numbrities this lesse shall continue and he in force with line affects as found with the diffect as completed within the terms of the proceeding paragraph. b.
- 4. 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 ears first mentioned
- yeas has memories. 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 to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. 5 6.
- Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of
- resson. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor. Lessee shall puy for all damagee caused by lessee's operations to growing crops on said land.
- 10
- 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.
- 10. Lesses and have use right in any time or transversal intrances parameters on some premises, including one right to draw and relative casing.
 11. If the estate of effort rative brench is assigned and the privilege of assigning in whole or in part is correstly allowed, the covenants hereof that extend to its being, exceeding, administrators, successors or assigns, but no change in the ownership of the lands or assignment of retails or royalities shall be binding on lesses out in a first he lesses has been furnished with a written transfer or assignment or a true copy thereof. In case lesses assigns this lesse, in whole or in part, lesses shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of essignment. 12. Lessen 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
- Lesse may a my time accurate and carrer to reason or prace or record to relative or remains and the access our rendered.
 Lesse may a my time accurate and the relative of all obligations as to the access ourrendered.
 All express or implied covenants of this lease shall not be there of all obligations as to the access ourrendered.
 All express or implied covenants of this lease shall be able to all rederal and State Laws. Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lesses 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 such Law, under, Kun or regummon. Lessor hereby warmants 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, laws 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 homestend in the sourcive densities the part of the source and homestend may in any use effect the numbers for which this lesses is made, as received 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 leases is made, as recited herein.
- 15. 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 Lessee, at its option, is hereby given the right and power to pool or combine the norcage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lesse'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 tracks contiguous to one another and to be into a unit or units not exceeding 40 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 lesses is situated an instrument identifying and describing the pooled acreage. The earlier aarenge as pooled in the strate or unit shill be treated, for all purposes except the payment of royalities on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease or production his may less the located on the normalize advantage providers the anality and the power of the providers on the pooled acreage.
- had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royatics elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royatly stipulated herein as the amount of his acreage placed in the unit or his royatly interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress price to commencing operations. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring heraces disturbed by operations.

restoring instance of operators. In the event some or all of the lands covered by this leave are carolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall compensate in the rules and indifferentiation prodedures of that program instants in the same intra apply to operations of Lessee on the entrolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder. If at the end of the primary term, this leave is not otherwise continued in force under the provisions hereof, this leave shall ensure Lessee on or before the end of

the primary term shall by or tender to Lessor, the sum of _1000 Term dollars_ multiplied by the number of not mineral acres owned by Lessor in the land above described and then subject to this lesse; and subject to the other provisions of this lesse, the primary term shall be extended for an additional term of _two_(2) year(s) from the end of the primary term hereof.

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

- X Bale ern H. Brooks

Kyna M. Brooks

STATE of	Arizona) ss: Acknowledgment for Individual (KS, OK, CO)
COUNTY of	<u>pina</u>	
Vern H. Brooks a	that they executed the same as their	and for said County and State, on this <u>28</u> day of <u>October, 2008</u> , personally appeared to me personally known to be the identical person(s) who executed the within foregoing instrument and free and voluntary act(s) and decd(s) for the uses and purposes therein set forth.
My commission exp		DEANNA MORA Notary Public - Arizona Pima County My Commission Expires October 2, 2009 Dearma Mora
STATE of	······) as: Acknowledgment for Individual (KS, OK, CO)
Before m	c, the undersigned, a Notary Public, within	and for said County and State, on this day of, personally appeared
to me that	executed the same as free	ly known to be the identical person(s) who executed the within foregoing instrument and acknowledged and voluntary act(s) and deed(s) for the uses and purposes therein set forth. hand and official seal the day and year lest above written.
My commission cup		· · · · · · · · · · · · · · · · · · ·
		, Notary Public
STATE of		······································
COUNTY of) ss: Aaknowledgment for Individual (KS, OK, CO))
Before m	c, the undersigned, a Notary Public, within	and for said County and State, on this day of, personally appeared
to me that	executed the same as free	lly known to be the identical person(s) who executed the within foregoing instrument and acknowledged and voluntary act(s) and deed(s) for the user and purposes therein set forth. hand and official set the day and year last above written.
My commission exp		
		, Notary Public
STATE of	-) ss: Acknowledgment for Individual (KS, OK, CO)
COUNTY of · · · ·) 201
	o, the undersigned, a Notary Public, within	ly known to be the identical person(s) who executed the within foregoing instrument and acknowledged
to me that IN WITH		and voluntary act(s) and deed(s) for the uses and purposes therein set forth. hand and official seal the day and year last above written.
My commission expi	ires .	, Notary Public 员口语
NoOIL AND GAS LEASE	FROM	Date 20 Section Twp. Rag No. of Acres Tem No. of Acres Tem STATE OF County, STATE OF KANSAS STATE OF KANSAS STATE OF KANSAS STATE OF Nor ton State Nor ton State 0 oldoct State 157A Pa Registry of Decide Dy Registry of Decide Main recorded in Book 157A State S12.00 When recorded, return to Registry of Decide
STATE of	- ,) ss: Acknowledgement for Corporation (KS, OK, CO)
COUNTY of Bo it rease	mbcrcd that on this day of	
the county and state a corporation of the State	foresaid, come	
the foregoing instrum	ent of writing in behalf of said corporation,	, and duly acknowledged the execution of the same for self and for said corporation for

the uses and purposes therein set forh. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

, Notary Public

OIL AND GAS LEASE

AGREEMENT, made and entered into this 8th day of January, 2009, by and between

"Jeffrey A. Brooks, a married man dealing in his sole and separate property, never living in the state of Kansas as a married man whose mailing address is 4404 Boots Dr., Killeen, TX 76549 hereinafter called lessor (whether one or more), and Lonetree Oil and Gas Company, 5228 Lonetree Dr., Loveland, CO 80537 , hereinafter called lessee.

 Lessor, in consideration of Ten Dollars (\$ 10.00) in hand paid, receipt of which is hereby acknowledged and of the royalities herein provided and of the agreements
of the lessee herein contained, hereby grants, lesses and lets exclusively unto lessoe for the purpose of investigating, exploring by geophysical and other means,
prospecting, drilling, mining and operating for and producing oil, liquid hydrovarbons, all gases, and their respective constituent products, miceting gas, water,
other fluids and air into subsynthese strate, legving pipe lines, storing oil, building tanks, power stations, telephane lines, and othar structures and things thereon to
produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrovarbons, 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 the County of Norton , State of Kansas , described as follows, to wit:

Township 3 South, Range 25 West Section 34: E/2SW/4, W/2SE/4

- In Section XX Township XX Range XX and containing 160.00 Acres, more or less, and all accretions thereto.
- Subject to the provisions herein commined, this lease shall remain in force for a term of _______ three (3)___years from this data (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from asid land or land with which said 2 heloog si hmf
- 3.
- an on spectrum. In consideration of these premises lesses covenants and agrees: a. To deliver to the credit of lessor, free of cost, in the pipeline to which lesses may connect wells on said land, the equal one-eighth (1/8) part of all oil To produced and saved from the leased premises. 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,
 - b. 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 (1/8), 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 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 mystly One Dollar (\$1.00) per year per net mineral are 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 lesse 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 lesse or any catenaion thereof, the lessee shall have the right to drill such well to completion with reasonable dillgence and dispatch, and if oil or the production with reasonable dillgence and dispatch, and if oil or the state of the state or drilling operations. If the lessee shall commence to drill a well within the meaning of the preceding paragraph. h
- 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 cars first mentioned.
- if said lessor owns a less interest in the above described land than the entire and undivided foe simple estate therein, then the royalties herein provided for shall be 5. aid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
- paid to lessor only in the proportion which lessor's underst ocans to use whose and when race too. Lessee shall have the right to use, free of east, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of 6
- 8.
- 10
- lessor. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth. No well shall be drilled nearer than 200 flet to a house or barn now on said premises without the written consent of the lessor. Lessee shall pay for all damages caused by lessee's operations to growing crops on said lend. 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.
- 11. If the estate of either party here is assigned and the privilege of assigning in whole or in part is correctly allowed, the cover and here there there is the estate of either party here is assigned and the privilege of assigning in whole or in part is correctly allowed, the coverants here is thall extend to its here acceutors, administrators, successors or assigned and the privilege of assigning in whole or in part is correctly allowed, the coverants here is thall extend to its here acceutors, administrators, successors or assigned and the privilege of assignment of a true copy thereof. In case lesses assigns this lease, in whole or in part, lesses shall be binding on tesses estably 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 12.
- thereby surender this lease as to such portion or portions and be relieved of all obligations as to the acreage surendered. All express or implied covenants of this lease shall be subject to all Pederal 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,
- termination, in whole or in part, for ressor one more in unmarks, in minute in comply inactivity in compliance is performently, or a new inner or the new of the second se 14 rein
- herein."
 15. 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 as 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 fracts 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 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 retords of the county in which the laid herein leases 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 shall receive on production from the pooled on wells be located on the premises overed by this lease or not. In lieu of the royalties elsewhare herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty situpited herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage back here is to the total sucreage so pooled into herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage back here to the total sucreage so pooled into herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage back here to the total sucreage so pooled into herein as the amount of his acreage placed in the unit or his royalty interest.

interest therein on an acreage basis hears to the total areas and entry as a particular mit involved Lessoe, or its assigns, will consult with Lessor regarding roates of ingress and egress prior to commencing operations, Lessoe, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, Lessoe, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terrace disturbed by operations.

restoring terraces assured by operations. In the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall comply with the rules and notification procedures of that program lasofar as the same may apply to operations of Lessee on the carolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder. If at the end of the primary term, this lesse is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of

In the table of the primary term shall be of Lessor, the sum of $\frac{510.00}{100}$ Test dollarg multiplied by the number of net the initiate so word by Lessor in the land above described and then subject to this lesse; and subject to the other provisions of this lesse, the primary term shall be extended for an additional term of two (χ). year(s) from the end of the primary term hereof.

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

9. Brok leffrey A Renot Tax ID#

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STATE of Texas) ss: Acknowledgment for Individual (KS, OK, CO)
<u>definer</u> A. Brooks, a married man, dealing in ms and a be the identical person(s) who executed the within foregoin dead(s) for the uses and numbers therein set forth.	ithin and for said County and State, on this 2 day of <u>January, 2009</u> , personally appeared and scharate property, never living in the state of <u>Kausas as a married man</u> , to me personally known to ng instrument and acknowledged to me that <u>he</u> exceeded the same as <u>his</u> free and voluntary act(s) and
IN WITNESS WHEREOF, I have bereunto set a	CYNTHIAS STEPAN MY COMMISSION EXPRISE June 6, 2011 Cynthia S. Sbepan
STATE of) ss: Acknowledgment for Individual (KS, OK, CO))
the same at	ithin and for said County and State, on this day of, personally appeared onally known to be the identical person(s) who executed the within foregoing instrument and acknowledged free and voluntary act(s) and deed(s) for the uses and purposes therein set forth. my hand and official seal the day and year last above written.
IN WITNESS WHEREOF, I neve meterinto set	, Notary Public
STATE of)) ss: Acknowledgment for Individual (KS, OK, CO))
to me per	within and for said County and State, on this <u></u> day of, personally appeared sonally known to be the identical person(s) who executed the within foregoing instrument and acknowledged free and voluntary act(s) and decd(s) for the uses and purposes therein set forth. my hand and official seal the day and year last above written.
My commission expires	, Notary Public
STATE of) Atknowledginent for Individual (KS, OK, CO)
terreturn og på til som) within and for said County and State, on thisday of, personally appeared reconally known to be the identical person(s) who executed the within foregoing instrument and acknowledged free and voluntary act(s) and deed(s) for the uses and purposes therein set forth. t my hand and official scal the day and year last above written.
My commission expires	Notary Public
No OIL AND GAS LEASE FROM TO	Date 20 Date Twp 20 Section Twp Rug No. of Agres Term 20 No. of Agres County 20 STATE OF KANSAS 10 This instrument was filed for record on the 2009 2nd day of February 2009 at 9:30 ottock M and duty State 159A Page 181 Ottock 159A Page 181 Mhen recorded in Book 159A Page 512.00 By Register of Dieds 212.00
STATE of) ss: Acknowledgment for Corporation (KS, OK, CO)
COUNTY of Be it remembered that on this day the county and state aforesaid, cume corporation of the State of	President of
the foregoing instrumical of willing at ochan of show we	rporation, and outy acknowledges and evident

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My commission expires

OIL AND GAS LEASE

AGREEMENT, made and entered into this 8th_day of January, 2009, by and between

Lee D. Mapes and John D. Mapes, wife and husband whose mailing address is

418 E. Home, Norton, KS 67654, hereinafter called lessor (whether one or more), and

Lonetree Oil and Gas Company, 5228 Lonetree Dr., Loveland, CO 80537_, herein offer called lessee

Lessor, in consideration of Ten 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, lesses 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, prospecting, annung, mining and operating for and producing ou, liquid nydrocarbons, all gases, and mear respective constanent 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 of 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 camployees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Norton State of Kanses, described as follows, to wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEROF.

- In Section XX Township XX Range XX and containing 226.00 Acres, more or less, and all accretions thereto.
- In consideration of these premises lessee covenants and agrees: a. To deliver to the credit of lesser, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil
 - produced and saved from the leased premises.
 b. 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,
 b. 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 (1/8) of the proceeds received by lessee one-eighth (1/8), for the gas sold, used off the premises, or in the manufacture of products therefrom, sold payments to be made monthly. Where gas from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, sold payments to be made monthly. Where gas from such 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 hercurder, 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 bereof without further payment or during the primary term bereof without further payment or during the primary term bereof without further to shall be to thill such payments of the lessee shall commence to drill a well within the sem of this lesse or must extend the shall be to thill such payment or this during the primary term bereof without further to thill such payment or this less of the lessee shall be the total of the lesse that a shall be total to the payment or the production of the lesse shall be total of the lesse total is a start of the lesse total to a shall be total of the lesse total shall be total of the lessee total shall be total to the less of the lessee total total total to the payment or the payment or
- this term of this lease or any extension thereof, the lesses 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 effort as if such well had been completed within the term of 4.
- If suid lessor owns a less interest in the above described land than the entire and undivided for simple estate therein, then the royalties herein provided for shall be
- It such ressor owns a ressonances, in the above desentees have that the chance and understood for single course desents, and the toyances negative for single be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided for. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of б.
- When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.

- when requested by the tessor, tessee shall bury tessee's pipelines below mow depin. No well shall be drilled mearer than 200 feet to a house or bern now on said premises without the written consent of the lessor. Lessee shall pay for all 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 finances 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 induces placed on said premises, including us right to draw and remove essing. If the estate of either party horeto is assigned and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to its heirs executors, administrators, successors or assigns, but no change in the ownership of the lands or assignment of remains or royalties shall be binding on lessee until after the lesson 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 still written written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be 10.
- relieved of all obligations with respect to the assigned parties or portions arising antequent to the date of assignment. Lessee may at any time execute and deliver to lesses or place of record a release or releases covering any portion or portions of the above described premises and therefore may at any time execute and deliver to lesses or relace of record a release or releases covering any portion or portions of the above described premises and
- 14. Lessee may a my time execute and tender to lesser as pace or locard a release or release covering any portion or portions of the above described premises and thereby surrender this tense as to such portion or portions and be relieved of all obligations as to the acreage surrendered.
 13. 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, 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, terminated in the base of base of base of the subject to all results.
- any such Law, Grow, Kuro or Argumanon. Lessor hereby warrants and agrees to defend the title to the lands berein described, and agrees that the lessoe shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other lices 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 beins, successors and assigns, hereby surrender and release ell 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 lenses is made, as recited
- access, at its option, is hereby given the right and power to pool or combine the accesse or any portion thereof with other land, lease or 15. Lesses, at its option, is hereby given the right and power to pool or combine the accessary 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 minarals in and under and that may be produced from said premises, such pooling to be of tracts configuous to one another and to 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 an oil well, or into a unit or units not exceeding 640 acres each in the company market of the computer with the level burie levent is closed. configures to use mouser and to be muo a tant or unus not exceeding 40 marss each in the event or an on well, or into a unit or unus not exceeding 40 marss each in the event of a gas well. Lesses shall execute in writing and record in the conveyance records of the county in which the land herein lesses 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 royalics on production from the pooled unit, as if it were included in this lesse. If production is found on the pooled acreage, it shall be treated as if production is found on the pooled acreage, it shall be treated as if production is advances on production nom use power unit, as if it were instituted in this lease. If production is found on the pooled acreage, it shall be treated as if production is bad 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 situated 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

Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and

restoring terraces assured by operations. In the event some or all of the linds covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall compensate comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations bereunder. If at the end of the primary term, this lesse is not otherwise combined in three under the provisions bateof, this lesse shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of <u>\$10,00 (Teal)</u> multiplied by the number of net mineral areas owned by Lessor in the land above described the primary term shall pay or tender to the other provisions of this lesse shall three to this lesse and while to the other provisions of this lesse shall three the and while the extended for an another to the same of such as a strained to the primary term, then a strained the primary term shall be extended for an another to the strained to primary term shall be extended for an another to the strained to primary term shall be extended for an another to the strained while the term of the strained for an another to the strained where the strained for an another to the strained to primary term. use primary term shall pay or traiter to Lessor, use sum or <u>allow (1981</u>, nanophen oy me manner or use ministra arres owned by Lessor in the hand move reserved and then subject to this lesse; and subject to the other provisions of this lesse, this lesse shall thereby be modified and the primary term shall be extended for an additional term of <u>2.(Two)</u>, years from the end of the primary term hereof. Said payment may be made by check or draft of Lessee or any assignee thereof, mailed or delivered direct to Lessor at the address first provided above, on or before the end of the primary term.

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

Maper Lee D. Mapes

Tax ID#

Hohn D. Mapes

Tax ID#

Bof	Kansag	•	j N	851	Acknowledgment				
TTY of	Norton				State on thick //	th day of the	DUATY . 2002	personally app	peared
Before t	ne, the undersigned, and John D. N	a Notary Public, v	within and for su	to me person	ally known to be the	identical person	(s) who executed	the within for	egoing a forth.
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EXHIBIT 'A'

Attached to that certain Oil and Gas Lease dated January 8, 2009 by and between Lee D. Mapes and John D. Mapes, wife and husband as Lessor, and Lonetree Oil and Gas Company as Lessee.

A tract in the Southeast Quarter of the Northeast Quarter of Section Thirty-three (33), Township Three (3) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Norton County, Kansas, described as follows: Commencing at a point 107 feet South of the Southeast corner of said Northeast Quarter of the Northeast Quarter (NE/4 NE/4) running thence South to the Southeast corner of the Southeast Quarter of the Northeast Quarter (SE/4 NE/4), thence West to the Southwest corner of the Southeast quarter of the Northeast Quarter (SE/4 NE/4), thence West to 528 feet, thence Northeasterly to the point of beginning, containing 26 acres more or less.

The Northeast Quarter of the Southeast Quarter (NE/4 SE/4) and the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) all in Section Thirty-three (33), Township Three (3) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Norton County, Kansas.

The Southwest Quarter of the Northwest Quarter (SW/4 NW/4) and the West Half of the Southwest Quarter (W/2 SW/4) in Section Thirty-four (34), Township Three (3) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Norton County, Kansas.

OIL AND GAS LEASE

AGREEMENT, made and entered into this 8th day of January, 2009, by and between

Robby Mapes as Attorney In Fact for: Lawrence Glenn Norton, a single man, Marcia Lynn Seddon and Alan Seddon, her husband, and Patricia Marie Sparks, a single woman whose mailing address is

418 E. Holme, Norton, KS 67654, hereinafter called tessor (whether one or more), and

HOP Energies, LLC, PO Box 47911, Wichita, KS 67201 , hereinafter called lessee.

Lessor, in consideration of Ten Dollars (\$ 10.00) in band paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agroements 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, problem in the second s products menufactured 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 the County of Norton , State of Kansas , described as follows, to wit:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEROF.

- In Section XX , Township XX , Range XX and containing 226,00 Acres, more or less, and all accretions thereto.
- 2. as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled. 1
- In consideration of these premises lessee covenants and agrees:
 - a, To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises. 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,
- b. b. To pay lesser 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 (1/8), 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 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 doil or are retained within the meaning of the preceding paragraph.
- 4, 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 uncertained. 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 5. paid to 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 the leased premises for lessee's operations thereon, except water from wells of
- 6.
- 8
- When requested by the lessor, lessee shall bury lessee's pipelines below plow depth. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor. Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.
- 10.
- 11.
- Lessee shall pay for an 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 its heirs executors, administrators, successors or assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on 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.
- 12. 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 these may any mile cache and convertor pressor or prace or record a release or record any portion or portions or the above distribution 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
- nated, 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. 14.
- Lesson berefy 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 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 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 leases is made, as recited
- herein.
 15. 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 an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall excert in writing and record in the conveyance records of the county in which the land herein leases 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 an production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be leased as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or and. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stinulated herein as the amount of his acreage naced in the unit or bis covery is covered by this lease or and. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stinulated herein as the amount of his acreage naced in the unit or his covery is covered by this lease or and. 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 Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commercing operations. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and

restoring terraces disturbed by operations.

restoring terraces austurbed by operations. In the event some or all of the lands overced by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the curolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder. 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 <u>\$10,00 (Ten)</u>, multiplied by the number of net mineral actes somed by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, this lease shall thereby be modified and the primary term shall be extended for an additional term of <u>2 (Two</u>), years from the end of the primary term hereof. Said payment may be made by check or draft of Lessee or any assignce thereof, mailed or delivered direct to Lesser at the address first provided above, on or before the end of the primary term shall be extended for an delivered direct to Lessor at the address first provided above, on or before the end of the primary term.

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

Robby Mapes as Attorney In Fact for: Lawrence Glenn Norton, a single man Marcia Lynn Seddon and Alan Seddon, her husband Patricia Marie Sparks, a single woman

Hat bl. AIF 4-7-09 Robby Mapes, AIF

on the of	Kansas)	53; A	cknowledgment for individual	(KS, OK, CO)
STATE of	Norton)		atter a	April January, 2009, personally appeared
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Robby Mapes as	Attorney in Fact for	: Lawrence Glen		t lended to m	a Seddon and Alan Seddon, her to to that he executed the same as his free
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COUNTY of)) before me, the under	signed, a Notary Public, duly commissioned, in and for
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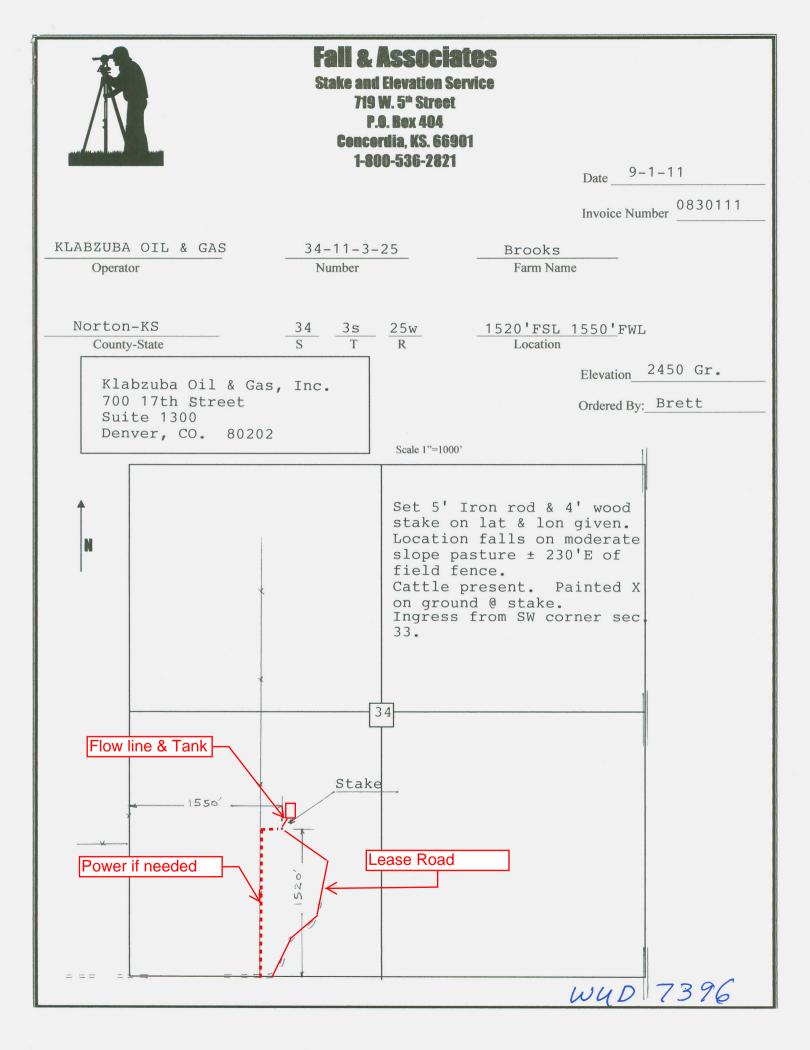
EXHIBIT 'A'

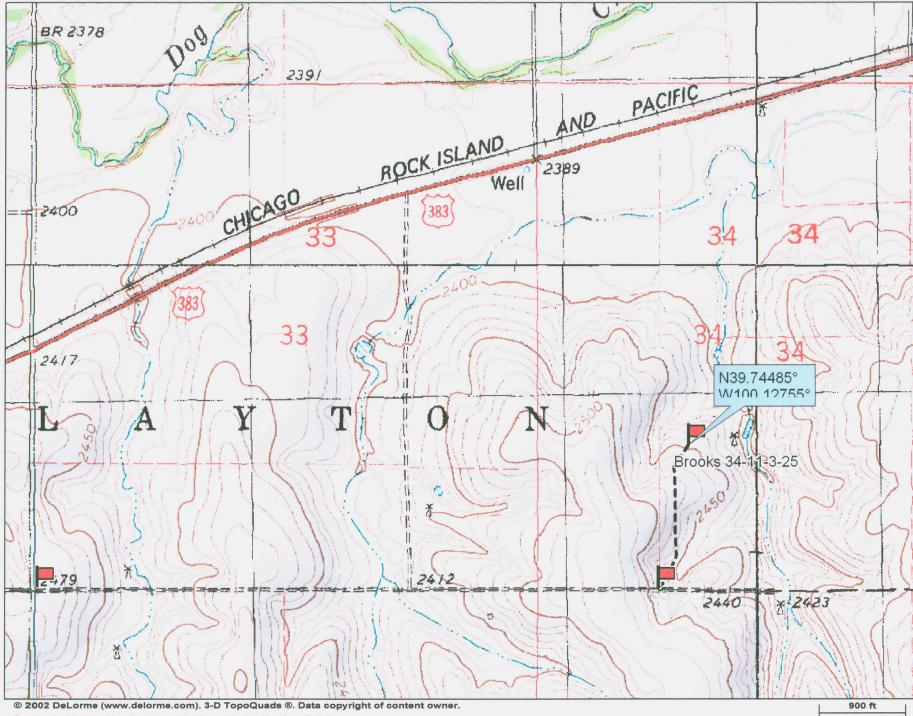
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Scale: 1 : 12,000 Map Rotation: 0° Magnetic Declination: 7.4°E

700 17th Street Suite 1300 Denver, CO 80202 phone 303.299.9097 fax 303.299.9087 www.klabzuba.com



September 14, 2011

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USPS CERTIFIED MAIL: 70062760000228924777

Weldon and Merrice Brooks 701 West Woodsfield Street Norton, KS 67654

RE: Permit to Drill Notification – Brooks 34-11-3-25 Section 34, 3N-25W – Norton County, KS

Dear Mr. & Mrs. Brooks,

Please find the enclosed permit (Form C-1) to drill the subject well along with a surveyed location plat. The expected commencement of drilling will be mid-October. Please take the time to review the enclosed permit which will be filed with the Kansas Oil & Gas Conservation Division.

Well site personnel will be in contact with you to coordinate surface operations and answer any questions or concerns you may have. I would also welcome you to contact me should you have any immediate questions.

You can reach my office at 303-382-2170. We look forward to working closely with you through all stages of operations.

Sincerely,

Klabzuba Oil & Gas

Brett Wiśner Landman E-mail: <u>bwisner@klabzuba.com</u>

Enclosures

Conservation Division Finney State Office Building 130 S. Market, Rm. 2078 Wichita, KS 67202-3802



Phone: 316-337-6200 Fax: 316-337-6211 http://kcc.ks.gov/

Mark Sievers, Chairman Ward Loyd, Commissioner Thomas E. Wright, Commissioner Sam Brownback, Governor

September 15, 2011

Brett Wisner Klabzuba Oil & Gas, Inc. 700 17th ST, STE 1300 DENVER, CO 80202

Re: Drilling Pit Application Brooks 34-11-3-25 SW/4 Sec.34-03S-25W Norton County, Kansas

Dear Brett Wisner:

District staff has inspected the above referenced location and has determined that the reserve pit shall be kept away from draw/drainage, constructed **without slots**, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as practical after drilling operations have ceased.

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

The fluids should be taken to an authorized disposal well. Please call the District Office at (785) 625-0550 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (785) 625-0550.