

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

1063817

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

NOTICE OF INTENT TO DRILL

Expected Spud Date:	Spot Description:
month day year	Sec Twp S. R E V
OPERATOR: License#	feet from N / S Line of Section
Name:	feet from E / W Line of Section
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
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:
It CIAMACO, add well information and the	Surface Pipe by Alternate: II III
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
Directional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore? Yes No Yes, true vertical depth:	Well
Bottom Hole Location:	DWR Permit #:
	(Note: Apply for Permit with DWR)
CCC DKT #:	Will Cores be taken?
CCC DKT #:AFI	Will Cores be taken? Yes Yes Yes The If Yes, proposed zone:
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CCC DKT #:	Will Cores be taken? If Yes, proposed zone: FIDAVIT
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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.

Location of Well: County: ____

e:				feet from N	N / S Line of Section
Number:				feet from E	/ W Line of Section
:		Sec	Twp	S. R	E W
ber of Acres attributable to well:		Is Section:	Regular or	Irregular	
/QTR/QTR/QTR of acreage:					
		If Section i	s Irregular, locate	e well from neare	st corner boundary.
		Section cor	ner used: N	E NW SE	SW
	[PLAT			
Show location of the well. Sho	•			•	
lease roads, tank batteries, pipelines				ner Notice Act (Ho	use Bill 2032).
	You may attach a	separate plat if de	esired.		
		:		LEGENI)
			••	O Well Loca	ation
			Г		ery Location
:	:	:	-	—— Pipeline L	
: : :	: :	:	_	Electric L	
			_		ad Location
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					• • • • • • • • • • • • • • • • • • • •
				::	: 1980' FS
	: :	:		Υ-7	1960 F3
		:			
		•			
	:		— 230 ft.	: [
		Y		OCO. 3390' FEL	
<u> </u>	: :				
NOTE: In all cases locate the spot of	f the proposed drilling	g locaton.			
		4	00 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

1063817

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 Existing If Existing, date constructed: Pit capacity: (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.	ner		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. nation:		
feet Depth of water well	feet	measured	well owner electric log KDWR		
Producing Formation:			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 ONLY					
Date Received: Permit Num	ber:	Perm	Liner Steel Pit RFAC RFAS t Date: Lease Inspection: Yes No		



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1063817

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

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (CB-1)	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)				
OPERATOR: License #	Well Location:				
Name:					
Address 1:	County:				
Address 2:	Lease Name: Well #:				
City:	9				
Contact Person:	the lease below:				
Phone: () Fax: ()					
Email Address:					
Surface Owner Information:					
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional				
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the				
Address 2:	county, and in the real estate property tax records of the county treasurer.				
City:					
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and a batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.				
☐ I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be to CP-1 that I am filing in connection with this form; 2) if the form to form; and 3) my operator name, address, phone number, fax, at ☐ I have not provided this information to the surface owner(s). I at KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this				
task, I acknowledge that I am being charged a \$30.00 handling If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1				
Submitted Electronically					

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

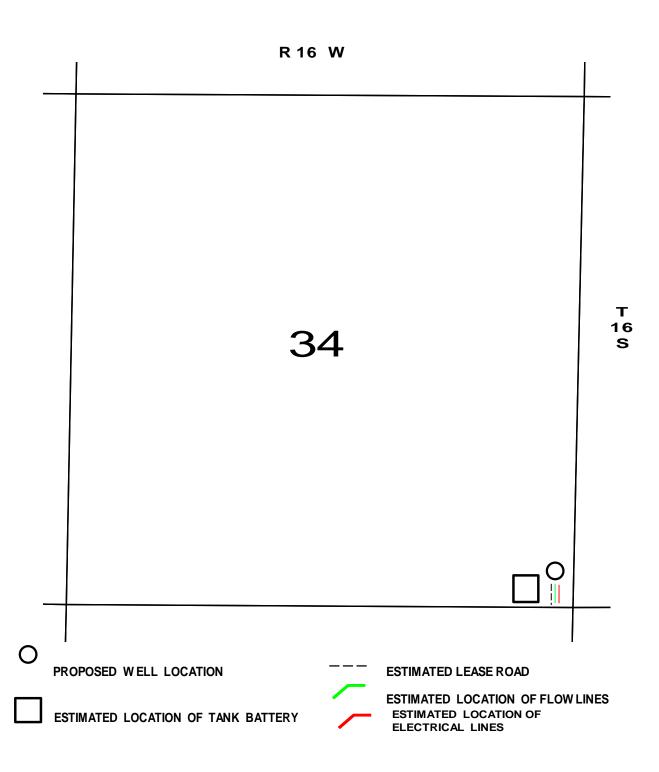
Denver, Colorado 80202 office: 303-831-4673; fax: 303-863-7285

WELL NAME: Tuzicka-Dewald et al 1-34

LOCATION: 400' FSL / 230' FEL Sec. 34-16S-16W RUSH COUNTY

SURFACE OWNER: Cory Wagner, et ux

684 W. Hwy 4 Olmitz, KS 67564



EXTENSION OF OIL AND GAS LEASE

STATE OF KANSAS	}
COUNTY OF RUSH	}

KNOW ALL MEN BY THESE PRESENTS:

THAT, an Oil and Gas Lease dated <u>December 8, 2006</u> covering that certain tract of land containing an aggregate of 80.00 acres, more or less, being situated in the <u>South Half of the Southeast Quarter (S/2 of the SE/4)</u> of Section <u>34</u>, Township <u>16</u> South, Range <u>16</u> West, Rush County, Kansas, was executed by:

DORIS J. TUZICKA and CLARENCE J. TUZICKA, husband and wife, whose address is RR 1 Box 53, Otis, Kansas 67565, as Lessor (whether one or more);

CORY J. WAGNER and JATIM D. WAGNER, husband and wife, whose address is 684 W. Hwy. 4, Olmitz, Kansas, as Lessor (whether one or more);

in favor of

SAMUEL GARY, JR. & ASSOCIATES, INC., whose address is declared to be 1515 Wynkoop, Suite 700, Denver, Colorado 80202, as Lessee;

and being recorded in Book <u>151</u>, Page <u>50</u>, of the official records of the Register of Deeds, Rush County, Kansas, and being referred to hereinafter as the Subject Lease; and,

WHEREAS, the term of the Subject Lease was granted for a period of Three (3) years with option to extend for two (2) years; and

WHEREAS, Lessee exercised its option to extend the Subject Lease for two (2) years; and

WHEREAS, Lessor has agreed to grant a second extension of the Subject Lease for an additional Year (1) year;

NOW THEREFORE, in consideration of Ten Dollars and No/100 and Other Good and Valuable Consideration (\$10.00 & OVC) the receipt and adequacy of which are hereby acknowledged, the undersigned Lessor does hereby amend, modify and reform the Subject Lease, as follows:

1.

It is expressly declared to be the intention of the parties that the Subject Lease be extended for $\underline{\text{Two (2)}}$ additional years plus $\underline{\text{One (1) year}}$, to the same extent and effect as though the Subject Lease had been granted in the first instance for a primary term of $\underline{\text{Six (6) years}}$ with the intent that the Lease term shall expire $\underline{\text{December 8, 2012}}$.

It is expressly declared to be the intention of the parties that the Subject Lease be further amended by Lessor to hereby exclude from the terms of the Subject Lease any currently existing oil and/or gas well(s), bore hole(s) or other related facilities located on the hereinabove described lease premises. Lessor and Lessee further agree that Lessee shall not be liable nor shall Lessee have the obligation to plug and abandon any of said existing oil and/or gas well(s), bore hole(s) or related facilities.

2.

Lessor herein acknowledges that the Subject Lease, as amended is in full force and effect, and except as expressly amended, modified and reformed herein, the Subject Lease shall remain in full force and effect in accordance with its original terms and provisions. That, the Lessor hereby adopts, ratifies and confirms the Subject Lease, and further grants, leases and lets unto Samuel Gary, Jr. & Associates, Inc., as Lessee, in accordance with the terms and provisions of the Subject Lease.

This instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this instrument; and the failure of any party named herein as Lessor to sign this instrument shall not affect the validity as to those whose signatures appear hereon or on a counterpart hereof.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed on October 14, 2009

LESSOR:

Doris J. Tuzicka

Cory J. Wagner

Clarence Tuzicka

Jatim D. Wagner

Notary Public	
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STATE OF

EXTENSION OF OIL AND GAS LEASE

STATE OF KANSAS }
COUNTY OF RUSH }

KNOW ALL MEN BY THESE PRESENTS:

THAT, an Oil and Gas Lease dated <u>December 8, 2006</u> covering that certain tract of land containing an aggregate of 80.00 acres, more or less, being situated in the <u>South Half of the Southeast Quarter (S/2 of the SE/4)</u> of Section <u>34</u>, Township <u>16</u> South, Range <u>16</u> West, Rush County, Kansas, was executed by:

DORIS J. TUZICKA and CLARENCE J. TUZICKA, husband and wife, whose address is RR 1 Box 53, Otis, Kansas 67565, as Lessor (whether one or more);

CORY J. WAGNER and JATIM D. WAGNER, husband and wife, whose address is 684 W. Hwy. 4, Olmitz, Kansas, as Lessor (whether one or more);

in favor of

SAMUEL GARY, JR. & ASSOCIATES, INC., whose address is declared to be 1515 Wynkoop, Suite 700, Denver, Colorado 80202, as Lessee;

and being recorded in Book 151, Page 50, of the official records of the Register of Deeds, Rush County, Kansas, and being referred to hereinafter as the Subject Lease; and,

WHEREAS, the term of the Subject Lease was granted for a period of Three (3) years with option to extend for two (2) years; and

WHEREAS, Lessee exercised its option to extend the Subject Lease for two (2) years; and

WHEREAS, Lessor has agreed to grant a second extension of the Subject Lease for an additional Year (1) year;

NOW THEREFORE, in consideration of Ten Dollars and No/100 and Other Good and Valuable Consideration (\$10.00 & OVC) the receipt and adequacy of which are hereby acknowledged, the undersigned Lessor does hereby amend, modify and reform the Subject Lease, as follows:

1.

It is expressly declared to be the intention of the parties that the Subject Lease be extended for $\underline{\text{Two (2)}}$ additional years plus $\underline{\text{One (1) year}}$, to the same extent and effect as though the Subject Lease had been granted in the first instance for a primary term of $\underline{\text{Six (6) years}}$ with the intent that the Lease term shall expire $\underline{\text{December 8, 2012}}$.

It is expressly declared to be the intention of the parties that the Subject Lease be further amended by Lessor to hereby exclude from the terms of the Subject Lease any currently existing oil and/or gas well(s), bore hole(s) or other related facilities located on the hereinabove described lease premises. Lessor and Lessee further agree that Lessee shall not be liable nor shall Lessee have the obligation to plug and abandon any of said existing oil and/or gas well(s), bore hole(s) or related facilities.

2.

Lessor herein acknowledges that the Subject Lease, as amended is in full force and effect, and except as expressly amended, modified and reformed herein, the Subject Lease shall remain in full force and effect in accordance with its original terms and provisions. That, the Lessor hereby adopts, ratifies and confirms the Subject Lease, and further grants, leases and lets unto Samuel Gary, Jr. & Associates, Inc., as Lessee, in accordance with the terms and provisions of the Subject Lease.

This instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this instrument; and the failure of any party named herein as Lessor to sign this instrument shall not affect the validity as to those whose signatures appear hereon or on a counterpart hereof.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed on October 14, 20

LESSOR:

Doris J. Tuzicka

Cory J. Wagner

Clarence Tuzicka

Jatim D. Wagner

Notary Public
My commission expires
by corporation, on behalf of the corporation.
The foregoing instrument was acknowledged before me this day of, 2009
COUNTY OF
STATE OF
OIL AND GAS LEASE FROM TO Date Twp Rge
Notary Public
My commission expires
The foregoing instrument was acknowledged before me this day of, 2009
COUNTY OF ALL
Notary Public - State of Kansas STATE OF MINISTER STATE OF KANSAS STATE OF MINISTER
My commission expires 04-15-12
by Cory J. Wagner and Jatim D. Wagner.
The foregoing instrument was acknowledged before me this 1000 day of 0000 0000 0000000000000000000000000
COUNTY OF MSM
STATE OF KANSAS MY ROPL. Exp. My Ropt. Exp. My Ropt. Exp.
My commission expires O4-15-13 My commission expires
by Doris J. Tuzicka and Clarence Tuzicka.
The foregoing instrument was acknowledged before me this 400 day of 000 C
COUNTY OF

STATE OF

63U (Rev. 1993)

DORIS J. TUZICKA

OIL AND GAS LEASE

AGREEMENT, Made and ente	ered into the <u>8th</u> day of					2006
by and between		ATTACHED HER	RETO AND N	MADE A PAR	THEREOF FOR	LESSORS
whose mailing address is	NAMES AND ADD	PRESSES		· · · · · · · · · · · · · · · · · · ·		sor (whether one or more),
and	Samuel Gary Jr. &	Associates, Inc			_hereinafter called Les	sor (whether one or more),
	1670 Broadway, Su	<u>ite 3300, Denver, (</u>	CO 80202			hereinafter called Lessee:
Lessor, in consideration of	Ten and Other Value in provided and of the agreement ans, prospecting drilling, mining surface strata, laying pipe lines, so the and transport said oil limits to the strategy of the strategy	table Consideration is of the lessee herein contant and operating for and proceed toring oil, building tanks,	ns ained, hereby gran ducing oil, liquid h power stations, tele	Dollars (\$ 10 ts, leases and lets exc ydrocarbons, all gase ephone lines, and other	in hand particularly unto lessee for s, and their respective of	uid, receipt of which is hereby the purpose of investigating constituent products, injecting
therein situated in County of wit:	Rush	State of		Kansas		described as follows to-
SEE EXHIBIT "A	A" ATTACHED HERE	TO AND MADE	A PART HER	REOF FOR PR	OPERTY DESC	RIPTION
In Section 34 Tovaccretions thereto.	wnship 16 South	Range	16 West	and containing	80.00	acres more or less and all
Subject to the provisions herein liquid hydrocarbons, gas or off pursuant to the provisions hereo. In consideration of the premises	n contained, this lease shall rema ner respective constituent product of. s the said lessee covenants and ag	in in force for a term of ts, or any of them, is produces:	Three (3) luced from said lan	years from this date of land pooled then	(called "primary term") rewith or this lease is o	and as long thereafter as oil therwise maintained in effect
	Lessor, free of cost, in the pipe li					
2nd. To pay Lessor for gas, (incone-eighth (1/8), at the market price at it to be less a proportionate part of the prothe gas, processing, compressing, or off made monthly.	cluding casinghead gas) of whatsthe well, (but, as to gas sold by Le duction, severance, or other excise making any such gas me	oever nature or kind producessee, in no event more that se taxes and the cost incurrenchantable) for the gas so	iced and sold, or us an one-eighth (1/8) red by Lessee in de ld, used off the pro	ed off the premises, of of the net proceeds re livering, treating for t emises, or in the man	or used in the manufactor eceived by Lessee from the removal of nitrogen, ufacture of products the	ure of any products therefrom, such sales, such net proceeds, helium or other impurities in erefrom, said payments to be
This lease may be maintained diproduced on the leased premises or on a as operations are being continuously prothan one hundred and twenty (120) daiscovery of oil or gas on the leased processes commences additional drilling of If oil or gas shall be discovered and processes are processed on the leased processes of th	turing the primary term hereof with acreage pooled or unitized therew becuted on the leased premises of yes shall elapse between the commercial properties of the	thout further payment or d rith but Lessee is then eng or on acreage pooled or uni pletion or abandonment c mitized therewith, the pro- e hundred and twenty (120 ions, this lease shall contin	trilling operations. aged in drilling, re tized therewith; an of one well and th duction should cea) days from the da nue in full force ar	If at the expiration of working operations the doperations shall be e beginning of opera see from any cause aff the of cessation of pro- id effect so long as o	the primary term of the hereon, then this lease seconsidered to be continuous for the drilling of her the primary term, the duction or from the dat il or gas is produced fr	is lease, oil or gas is not being thall continue in force so long the least of the continue in force so long to the continue in fact that is lease shall not terminate it is lease shall not terminate it of completion of a dry hole om the leased premises or or the leased premises or the leased premises or the leased premises or or the leased premises or the leased prem
If after the primary term one or well or wells are either shut in or product for a period of ninety (90) consecutive deper acre then covered by this lease, such thereafter on or before each anniversary or otherwise being maintained by operadue until the end of the next following a shall render Lessee liable for the amount	more wells on the lease premises tion therefrom is not being sold i lays such well or wells are shut in h payment to be made to Lessor date of this lease while the well of tions, or if production is being so universary date of this lease that t due, but shall not operate to tern	s or lands pooled or unitizal by Lessee, such well or we or production therefrom i on or before the anniverse or wells are shut in or prod ld by Lessee from another cessation of such operationinate this lease.	ed therewith are ca ells shall neverthele is not sold by Less ary date of this leas fuction therefrom is well on the leased ons or production o	pable of producing oi ess be deemed to be p ee, the Lessee shall pa se next ensuing after s not being sold by Le premises or lands po- ccurs, as the case may	l or gas or other substar roducing for the purpos sy an aggregate shut-in the expiration of the sa sese; provided that if to bled or unitized therew, be. Lessee's failure to	nces covered hereby, but such the of maintaining the lease. It royalty of One Dollar (\$1.00) id ninety (90) day period and its lease is in its primary term th, no shut-in royalty shall be to properly pay shut-in royalty
If said lessor owns a less interes for shall be paid the said lessor only in the	st in the above described land tha he proportion which lessor's inter	an the entire and undivided	l fee simple estate t	therein, then the royal	ties (including any shu	t-in royalties) herein provided
Lessee shall have the right to us	se, free of cost, gas, oil and water	produced on said land for				
When requested by lessor, lesse	e shall bury lessee's pipe lines be	elow plow depth.				••
No well shall be drilled nearer t	than 200 feet to the house or barn	now on said premises with	hout written conser	nt of lessor.		
	aused by lessee's operations to grow time to remove all machinery					
If the estate of either party her	ny time to remove all machinery a reto is assigned, and the privile	nic fixtures placed on said se of assigning in whole of	premises, includin	g the right to draw an	d remove casing.	1
If the estate of either party her administrators, successors or assigns, bu a written transfer or assignment or a truportions arising subsequent to the date o						
lease as to such portion or portions and l	e and deliver to lessor or place of the relieved of all obligations as to	record a release or release the acreage surrendered.	s covering any port	tion or portions of the	above described premi	ses and thereby surrender this
All express or implied covenam in part, nor lessee held liable in damage restrictions on the drilling and production operations or obligations under this leas electricity, fuel, access or easements, on other act of nature, explosion, governme take or transport such production, or by terminate because of such prevention on provision or implied covenants of this le	ts of this lease shall be subject to ss, for failure to comply therewith on of wells, and regulation of the se are prevented or delayed by sur by an act of God, strike, lockountal action, governmental delay, any other cause, whether of the r delay, and, at Lessee's option, tase when drilling, production, or	all Federal and State Law h, if compliance is prevent e price or transportation of the laws, rules, regulations it, or other industrial distu- restraint or inaction, or by kind specifically enumera the period of such prevent other operations are so pre-	s, Executive Order ted by, or if such fa foil, gas or other s s or orders, or by in trbance, act of the inability to obtain ted above or other tion or delay shall evented or delayed.	s, Rules or Regulation alture is the result of, substance covered her nability to obtain nec public enemy, war, b a satisfactory market wise, which is not rea be added to the term	ns, and this lease shall rany such Law, Order, eby. When drilling, ressary permits, equipm lockade, public riot, lift for production, or failus sonably within control hereof. Lessee shall n	not be terminated, in whole or Rule or Regulation, including tworking, production or other ent, services, material, water, phtening, fire, storm, flood or re of purchasers or carriers to of Lessee, this lease shall not ot be liable for breach of any
mortgages, taxes or other liens on the at themselves and their heirs, successors homestead may in any way affect the pu	pove described lands, in the event and assigns, hereby surrender ar rposes for which this lease is made	t of default of payment by nd release all right of dov de, as recited herein.	lessor, and be sub- wer and homestead	rogated to the rights of in the premises des	nt at any time to redeen if the holder thereof, and scribed herein, in so fa	m for lessor, by payment any d the undersigned lessors, for r as said right of dower and
Lessee, at its option, is hereby immediate vicinity thereof, when in less gas or other minerals in and under and it 40 acres each in the event of an oil well the county in which the land herein leas be treated, for all purposes except the p shall be treated as if production is had freshall receive on production from a unit basis bears to the total acreage so pooled.	given the right and power to po- ee's judgment it is necessary or a hat may be produced from said pr , or into a unit or units not excee- ed is situated an instrument ident ayment of royalties on production om this lease, whether the well or so pooled only such portion of the or unitized in the particular unit or unitized in the particular unit.	ol, unitize or combine the advisable to do so in order remises, such pooling or ur ding 640 acres each in the tifying and describing the n from the pooled unit, as r wells be located on the pier oyalty stipulated herein involved.	acreage covered to properly develonitization to be of the event of a gas well pooled or unitized if it were included remises covered by a as the amount of	by this lease or any p p and operate said lea racts contiguous to on l. Lessee shall execur acreage. The entire a d in this lease. If prod t this lease or not. In I his acreage placed in	ortion thereof with oth se premises so as to prote another and to be into the in writing and record creage so pooled or unuction is found on the ieu of the royalties else the unit or his royalty	er land, lease or leases in the omote the conservation of oil of a unit or units not exceeding in the conveyance records of tized into a tract or unit shall pooled or unitized acreage, it where herein specified, lesson interest therein on an acreage
This lease may be signed in an signing, notwithstanding some of the L execute this lease as Lessor, although no	y number or numbers of counterpessors above named who may not named above.	parts and shall be effective of have joined in the exec	as to each Lessor oution hereof. The	on execution hereof a word "Lessor" as us	as to his or her interest sed in this lease shall n	and shall be binding on those nean the party or parties who
Lessee shall have the exclusive known or not, including the drilling of h of securing geological and geophysical sell such information without Lessor's associated with seismograph operations tenant (if Lessor has a tenant) will be con	right to explore the land herein doles, use of torsion balance, seisr information. All information obteonsent. Lessor and Lessee het (ie: tire tracks in the wheat, past mpensated accordingly, or Lessee the consent.	escribed by geological, geomograph explosions, magnitained by Lessee as a resure agree that a portion are or field, road use, comparant of the	ophysical or other retorneter, or other lit of such activity of the consideration paction etc.) If any images in lieu of co	methods, whether sim geophysical or geolog shall be the exclusive on paid herein is for y extraordinary damag impensation.	ilar to those herein specifical instruments, tests of property of Lessee, an advance payment of uges should occur, at Les	cified or not and whether now or procedures, for the purpose of Lessee may disseminate or sual and customary damages ssor's discretion, Lessor or its
SEE EXHIBIT A ATTA	ACHED HERE IO ANI	O MADE A PART	HEREOF FO	OR ADDITION	IAL TERMS AN	ND PROVISIONS
IN WITNESS WHEREOF, the undersig	ned execute this instrument as of	the day and year first above	ve written.		/ \	
CLARENCE TUZ	Justilia .			CORY LWAG	NER NER	

ATIM D. WAGNER

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foregoing instrument was acknowledged before me this	8 day of December 2006 s J. Tuzicka and
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commission expires October 6, 2008	(P)
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Kansas Kansas	10-6-12 Min
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UNTY OF	8 day of December 2006
Cory J. Wagner and Jacim	i b. wagner and
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y commission expires October 6, 2008	Notary Public
NOTARY FUBLIC - State of	Christopher R. Colvin
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y commission expires	
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OIL AND GAS LEASE FROM FROM TwpRge	TE OF Lounty This instrument was filed for record on the 26th oclock P. M., and duly recorded records of this office. San fixed for the form of th
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COUNTY OF	Quy VI
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corporation, on behalf of the corporation,	
My commission expires	Notary Public

EXHIBIT "A"

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

LESSORS NAMES AND ADDRESSES:

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

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

PROPERTY DESCRIPTION:

TOWNSHIP 16 SOUTH - RANGE 16 WEST

SECTION 34:

That certain tract or parcel of land estimated to contain <u>80.00</u> acres, more or less, and being described as the South Half of the Southeast Quarter (S/2 SE/4) of Section 34, 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:

- 1. The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 2. Lessee shall 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.
- 3. Lessee agrees herein to bury all pipelines to a depth below ordinary plow depth, and in no case shall any such pipeline constructed herein be buried less than thirty-six (36) inches.
- 4. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$12 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.
- 5. Lessor, Clarence Tuzicka and Doris J. Tuzicka, husband and wife, direct all Bonus, Royalty and 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 individual Lessor.

EXTENSION OF OIL AND GAS LEASE

STATE OF KANSAS	}		
COUNTY OF RUSH	}		
KNOW ALL MEN BY	THESE PRESENTS:		
THAT , an Oil and Gas Leaggregate of 160.00 ac Township 16 South, Range 16 W	res, more or less, being situated in Vest, Rush County, Kansas, was ex	covering that certain transfer the West Half of the West Half cecuted by:	act of land containing an f (W/2W/2) of Section 35,
Donald Dewald, a single (whether one or more);	e person, whose address is decl	ared to be RR 1, Box 54, Otis	, Kansas 67565, as Lessor
in favor of			
SAMUEL GARY, JR. Colorado 80202, as Lessee;	& ASSOCIATES, INC., whose	address is declared to be 151:	5 Wynkoop, #700, Denver,
and being recorded in Book 150 referred to hereinafter as the Sub	, Page 740, of the official record ject Lease; and,	s of the Register of Deeds, Rush	n County, Kansas, and being
WHEREAS , the term of two (2)	the Subject Lease was granted for years; and	a period of Three (3) yea	rs with option to extend for
WHEREAS, Lessee exer	cised its option to extend the Subje	ect Lease for two (2) years; and	
WHEREAS, Lessor has a year;	agreed to grant a second extenstion	n of the Subject Lease for an add	litional One (1)
NOW THEREFORE, in & OVC) the receipt and adequate reform the Subject Lease, as follows:	consideration of Ten Dollars and	No/100 and Other Good and Val ged, the undersigned Lessor doe	uable Consideration (\$10.00 s hereby amend, modify and
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The state of the s	be the intention of the parties that tear, to the same extent and effect Six (6) years with the intent	t og tleggele til er er er	
located on the hereinabove desc	be the intention of the parties that abject Lease any currently existing cribed lease premises. Lessor and land abandon any of said existing	on and/or gas well(s), bore hole	e(s) or other related facilities
	2.		
terms and provisions. That, the I lets unto Samuel Gary, Jr. & Ass	Iges that the Subject Lease, as and herein, the Subject Lease shall release hereby adopts, ratifies and sociates, Inc., as Lessee, in accordance	remain in full force and effect in deconfirms the Subject Lease, an ance with the terms and provision	accordance with its original ad further grants , leases and ans of the Subject Lease.
	signed in any number of counterpal of the owners join in the granting at shall not affect the validity as the shall not affect the shall not affect the validity as the shall not affect the shall not affe		
The consideration paid b privileges herein granted.	y Lessee to Lessor is accepted as	s full and adequate consideratio	n for all rights, options and
IN WITNESS WHEREO	F, this instrument is executed on _	July 15, 2009	•
LESSOR:			
Donald D	Med		
DONALD DEWALD			

The foregoing instrume	RUSA ent was acknowledged before n	ne this day of	OR INDIVIDUAL (KsOkÇoNe)	2/1/0
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63U (Rev. 1993)

OIL AND GAS LEASE

AGREEMENT, Made and entered	d into the 25th day of	August	2006
by and between	DONALD DEV	WALD, a single person	
whose mailing address is		Otis, KS 67565	hereinafter called Lessor (whether one or more),
and	Samuel Gary Jr	. & Associates, Inc	
	1670 Broadway	, Suite 3300, Denver, CO 80202	hereinafter called Lessee:
acknowledged and of the royalties herein exploring by geophysical and other mean gas, water, other fluids, and air into subsu- care of treat, manufacture, process, store	provided and of the agreements of the less, prospecting drilling, mining and operarface strata, laying pipe lines, storing oil and transport said oil, liquid hydrocarbo	essee herein contained, hereby grants, leases and le ting for and producing oil, liquid hydrocarbons, all building tanks, power stations, telephone lines, and	10.00 in hand paid, receipt of which is hereby its exclusively unto lessee for the purpose of investigating, gases, and their respective constituent products, injecting d other structures and things thereon to produce, save, take and other products manufactured therefrom, and housing
therein situated in County ofwit:	Rush State	of Kansas	described as follows to-
SEE EXHIBIT "A	" ATTACHED HERETO A	ND MADE A PART HEREOF FOR	PROPERTY DESCRIPTION.
In Section 35 Town accretions thereto.	nship 16 South	Range 16 West and contain	ing 160.00 acres, more or less, and all

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

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

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

2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8) of the net proceeds received by Lessee from such sales, such net proceeds to be less a proportionate part of the production, severance, or other excise taxes and the cost incurred by Lessee in delivering, treating for the removal of nitrogen, helium or other impurities in 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 being produced on the leased premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled or unitized therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred and twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the leased premises or on acreage pooled or unitized therewith, the production should cease from any cause after the primary term of this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred and twenty (120) days from the date of cessation of production or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations, this lease shall continue in full force and effect so long as oil or gas is produced from the leased premises or on acreage 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 well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining the lease. If for a period of ninety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, the Lessee shall pay an aggregate shut-in royalty of One Dollar (\$1.00) per acre then covered by this lease, such payment to be made to Lessor on or before the anniversary date of this lease next ensuing after the expiration of the said ninety (90) day period and thereafter 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 due 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 shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, including restrictions 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 other operations or obligations under this lease are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or other act of nature, explosion, governmental action, governmental delay, restraint or inaction, or by inability to obtain a satisfactory market for production, or failure of purchasers or carriers to take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of Lessee, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied covenants of this lease when drilling, production, or other operations are so prevented or delayed.

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

Lessee, at its option, is hereby given the right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling or unitization to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county 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 royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled or unitized acreage, shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled or unitized in the particular unit involved.

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

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

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

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

DONALD DEWALD

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EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated August 25, 2006, by and between, DONALD DEWALD, a single person, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 16 SOUTH - RANGE 16 WEST

SECTION 35:

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the West Half of the West Half(W/2 W/2) of Section 35, 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:

- 1. The provisions of this **EXHIBIT** "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 2. Lessee shall 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.
- 3. Lessee agrees herein to bury all pipelines to a depth below ordinary plow depth, and in no case shall any such pipeline constructed herein be buried less than thirty-six (36) inches.
- 4. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$12 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

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/

Sam Brownback, Governor

Mark Sievers, Chairman Ward Loyd, Commissioner Thomas E. Wright, Commissioner

November 01, 2011

NEIL SHARP Samuel Gary Jr. & Associates, Inc. 1515 WYNKOOP, STE 700 DENVER, CO 80202

Re: Drilling Pit Application TUZICKA-DEWALD ET AL 1-34 SE/4 Sec.34-16S-16W Rush County, Kansas

Dear NEIL SHARP:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed <u>without slots</u>, 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 the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again within 96 hours after drilling operations have ceased. KEEP PITS on north side of stake.

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 (620) 225-8888 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 (620) 225-8888.