

For KCC	Use:	
Effective	Date:	
District #		
SGA?	Yes No	

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

1064765

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	
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:	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	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  Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate: I II
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:
	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 #:	viii cores de taken:
	If Yes, proposed zone:
AF	FIDAVIT
The undersigned hereby affirms that the drilling, completion and eventual p	ugging of this well will comply with K.S.A. 55 et. seq.
It is agreed that the following minimum requirements will be met:	
<ol> <li>The appropriate district office will be notified before well is either plug</li> <li>If an ALTERNATE II COMPLETION, production pipe shall be cement.</li> <li>Or pursuant to Appendix "B" - Eastern Kansas surface casing order #</li> </ol>	the underlying formation.  Strict office on plug length and placement is necessary prior to plugging;
ubmitted Electronically  For KCC Use ONLY	Remember to:
	- File Certification of Compliance with the Kansas Surface Owner Notification
API # 15	Act (KSONA-1) with Intent to Drill; - File Drill Pit Application (form CDP-1) with Intent to Drill;
Conductor pipe requiredfeet	- File Completion Form ACO-1 within 120 days of spud date;
Minimum surface pipe required feet per ALTIII	- File acreage attribution plat according to field proration orders;
1	Nette annualista district effect 40 hours with the configuration
Approved by:	- Notify appropriate district office 48 hours prior to workover or re-entry;
Approved by:  This authorization expires:	<ul> <li>Notify appropriate district office 48 nours prior to workover or re-entry;</li> <li>Submit plugging report (CP-4) after plugging is completed (within 60 days);</li> <li>Obtain written approval before disposing or injecting salt water.</li> </ul>

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

Spud date: \_

 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:	



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:_						_ Lo	cation of V	Well: Cou	unty:
Lease:									feet from N / S Line of Section
Well Numb	er:								feet from E / W Line of Section
Field:						_ Se	ec	Twp.	S. R
Number of QTR/QTR/						15	Section:	Regu	gular or Irregular
							Section is ection corn	_	nr, locate well from nearest corner boundary.  NE NW SE SW
			ipelines and	d electrica	l lines, as		y the Kan	sas Surfa	e. Show the predicted locations of ace Owner Notice Act (House Bill 2032).
2475 ft		:			: :	:	:		LEGEND
		 : : : :					·		O Well Location  Tank Battery Location  Pipeline Location  Electric Line Location  Lease Road Location
			6						EXAMPLE
		 		••••					1980' FSL
		 	······································			· · · · · · · · · · · · · · · · · · ·	: :		SEWARD CO. 3390' FEL

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

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

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



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

1064765

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)  Is the pit located in a Sensitive Ground Water A		Existing nstructed: (bbls)	SecTwpR East WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty  Chloride concentration: mg/l(For Emergency Pits and Settling Pits only)				
Is the bottom below ground level?	Artificial Liner?  Yes  N	No	How is the pit lined if a plastic liner is not used?				
	Length (fee		Width (feet)				
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ilei		dures for periodic maintenance and determining any special monitoring.				
Distance to nearest water well within one-mile of	of pit:	Depth to shallowest fresh water feet. Source of information:					
feet Depth of water well	feet	measured	well owner electric log KDWR				
Emergency, Settling and Burn Pits ONLY:		Drilling, Workover and Haul-Off Pits ONLY:					
Producing Formation:		Type of material utilized in drilling/workover:					
Number of producing wells on lease:		Number of work	Number of working pits to be utilized:				
Barrels of fluid produced daily:		Abandonment	procedure:				
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	Drill pits must be closed within 365 days of spud date.					
Submitted Electronically	- · · ·						
	KCC	OFFICE USE O	NLY  Liner Steel Pit RFAC RFAS				
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection: Yes No				



#### Kansas Corporation Commission Oil & Gas Conservation Division

1064765

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

#### CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

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

For KCC Use ONLY		
API#15		

Operator:

#### 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: THOMAS

1980' FSL

SENARO CO. 3390' FEL

Lease: OLSON-RISTLER  Well Number: 1  Field: WC								200 2,475 20. 6	Twp1	feet	from X	E/XW	ine of Section ine of Section X W
Number of QTR/QTR/				- NE	- NE	- NW	- II-	Section is	Irregular	lar or , locate well NE	from near	rest corner bo E SW	undary.
200 FNL		ds, tank b		pelines an	d electrica	l lines, as	required b		sas Surfac	°	LEGEN Well Loc Tank Ba Pipeline Electric	lD	a
			<u> </u> 	— (	i 5 —		:	<u> </u>		EXAMPLE :	:		7

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

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

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

## OIL AND GAS LEASE

AGREEMENT, made and entered into this 7th\_ day of April, 2009, by and between

The Harvey S, Kistler Trust dated June 25, 1998. Harvey S, Kistler and Linda L, Kistler, Trustees\_whose mailing address

1046 County Rd. 18, Colby, KS 67701, hereinafter called lessor (whether one or more), and

Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201\_, hereinafter 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, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of **Thomas**, State of **Kansas**, described as follows, to wit: Kansas.

# Township 9 South, Range 34 West Section 31: ALL

- In Section XX\_ Township XX\_ Range XX\_ and containing 640.00 Acres, more or less, and all accretions thereto.

  Subject to the provisions herein contained, this lease shall remain in force for a term of two (2) years from this date (called "primary term"), and as long as the 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 not led.
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- is pooled.

  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 and 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 and 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 and the credit of lessor.
- 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 royalty One Dollar (\$1.00) per year per net mineral acre relained 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. Is 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 term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or or other 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
- 6. years first mentioned.

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

- 7. 8. 9. 10.
- 13. 12
- 14.
- 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.

  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.

  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, 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 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
- Is 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 in the event of a gas well, Lessee shall execute in writing and 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 had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the coyalties elsewhere herein specified, lesser, 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 the event some or all of the lands covered by this lease are emolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessoe shall Lessoe, or the primary term, this lease is not otherwise continued in force under the provisions between the emolled and then subject to this lease; and otherwise continued in force under the provisions hereoft, this lease shall be extended for an delivered direct to Lessor, the sum of \_\$10.00.(Ten\_many term hall payer treations because the end of the primary term shall be extended for an delivered direct to free address first provisions of this lease, that thereby be modified and the primary term shall be extended for an delivered direct to direct the cross of the condition of the primary term sha

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

Trust dated 6/25/1998

Harvey S Kistler, Trustee

Linda

Kistler, Trustee

Tax ID

### OILAND GAS LEASE

AGREEMENT, made and entered into this <u>7th</u> day of <u>April. 2009</u>, by and between

<u>The Linda L. Kistler Trust dated June 25, 1998, Linda L. Kistler and <u>Harvey S. Kistler, Trustees</u> whose mailing address <u>1046 County Rd. 18, Colby, KS 67701</u>, hereinafter called lessor (whether one or more), and <u>Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201</u>, hereinafter called lessee.</u>

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, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of **Thomas**. State of **Kansas**, described as follows, to wit: Kansas

# Township 9 South, Range 34 West Section 31: ALL

- In Section XX. Township XX. Range XX. and containing 640.00 Acres, more or less, and all accretions thereto.

  Subject to the provisions herein contained, this lease shall remain in force for a term of two (2) years from this date (called "primary term"), and as long as the 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
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- is pooled.

  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.

  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 royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph. This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of 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 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 for shall be
- 4
- years first mentioned.

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

- 7. 8. 9. 10.
- 13.
- 14
- 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 of 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 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.

  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, 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 notestead in the premises described herein, in so far as said right of dower and homestead may in any way
- Is 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 in the event of a gas well. Lessee shall execute in writing and escribing 40 acres seach in the event of an oil well, or into a unit or units on the output of the country in which the land herein leases is situated an instrument identifying and describing the pooled execage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of 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 interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

  Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of 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 the event some or all of the lands covered by this lease are emolted in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall exercity that program insofar as the same may apply to operations of Lessee on the emolted lands, Lessee shall compensate if at the end of the primary term shalf pay or teach of the primary term hereof. Said payment may be made by check or draft of Lessee or any assignee thereof, and delivered direct to Lessor, the sum of \_\$10.00.Ten\_member of net mineral acres would by Lessor in the land above described and time subject to the other provision

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

Kistler Trust dated 6/25/1998

Harvey S Kistler,

Tax ID

Linda L. Kistler, Trustee

### OIL AND GAS LEASE

AGREEMENT, made and entered into this 1st day of February, 2007 by and between

Eugene Olson Trust #1, B.E. Criss, Trustee whose mailing address

Sixth St., Colby, KS 67701 hereinafter called lessor (whether one or more), and

Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201 hereinafter 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, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Thomas, State of Kansas, described as follows, to wit: State of Kansas described as follows, to wit:

| Lot 3 (39.95) & Lot 4 (40.06) & S/2NW4 (a/d/a NW/4) of Section 5 | Lot 3 (39.95) & Lot 4 (40.06) & S/2NW4 (a/d/a NW/4) of Section 6 | Lot 3 (39.00) | Tract 2: SW/4 of Section 5 | Lot 3 (40.04) & Lot 2 (40.07) & S/2NE/4 (a/d/a NE/4) of Section 6 | Lot 3 (40.04) & Lot 4 (37.89) & Lot 5 (38.44) SE/4NW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 4 (37.89) & Lot 5 (38.44) SE/4NW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 3 (40.04) & Lot 7 (39.56) E/2SW/4 (a/d/a SW/4) of Section 6 | Lot 7 (40.04) & L

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- 6. Ċ gas, or either of them, be tound in paying quantines, in the second paying quantines, and than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be If said lessor owns a less interest in the above described land than the entire and undivided fee.

  Paying 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

- 7. 8. 9. 10.
- 13. 12.
- 14.
- 15 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 on said land.

  Lessee shall pay for all damages caused by lessee's operations 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 relieved of all obligations, successors or assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on lessee until 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, 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
- 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 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 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 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 interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

  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.
- 16
- 18. It is understood and agreed to the specific and Lessee that this document shall be treated as a separate lease for each of the numbered tracts described above. 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 lead of the primary term that payer tender to Lessor, the sum of \$10.00 multiplied by the number of net mineral acres owned by Lessor in the lease and subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an additional term of 2, the state of the primary term shall be extended for an before the land above

r in the land a arm of 2 years

V. C. Dans	IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first written above. Witnesses:	the end of the primary term thereof.
	rst written above.	

Tax B.E. E Criss, Trustee

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## AND GAS LEASE

AGREEMENT, made and entered into this İst day of February, 2007 , by and between

Dee Olson Trust, dated July 25, 2003, Dolores Olson, Trustee whose mailing address

Laureless Grade, Carmel Valley, CA 93920 hereinafter called lessor (whether one or more), and

Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201

hereinafter 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, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce; save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Thomas. State of Kansas, described as follows, to wit:

of Section

- In Section XX Township 10 South Range 34 West and containing 955.11 Acres, more or less, and all accretions thereto. Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from this date (called "primary term"), and as 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 In consideration of these premises lessee covenants and agree.

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- 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 onc-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, 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 hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph. This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of
- years first mentioned If said lessor owns a
- 6 in 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 lessor only in the proportion which lessor's interest bears to the whole and undivided fee. 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

- 7. 8. 9. 10.
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- 13.
- 14
- 15 When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.

  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 on said land.

  Lessee shall pay for all damages caused by lessee's operations 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 relieved of all obligations, successors or assigns, but no change in the ownership of the lands or assignment.

  Lessee that 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.

  Lessor that privilege of record a release or release covering any portions of the above described premises and thereby 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, 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 in
- 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 premises 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 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 conveyance records of the county in which the land herein leases is situated an 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, for all purposes except the payment of 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 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 or Lessor's Tenant regarding routes of ingress and egress at least 48 hours prior to commencing operations.

  Lessee, or its assigns, will restore surface Lessor's Tenant regarding routes of ingress and egress at least 48 hours prior to commencing operations. and restoring terraces disturbed by operations.

19 It is understood and agreed by Lessor and Lessee that this document shall be treated as a separate lease for each of the numbered tracts described above. 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 \$10.00 multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term of 2 years from the end of the primary term thereof.

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

Olson,

Tax ID

# 6634-01