



ROBERT E. MOSER, R.L.S.

Oil Field Surveying

335 N. Mission Road • Wichita, Kansas 67206

(316) 683-2853

KM1025111

INVOICE NO.

VESS OIL CORP.

OPERATOR

438

NO.

Wilson 'A'

FARM

Butler (KS)

COUNTY

S 25s 05e

S T R

330' FNL - 75' FNL of NE/4

LOCATION

ELEVATION: 1382.8' gr. @ stk

Vess Oil Corporation

8100 E. 22nd St. N - Bldg. 300

Wichita, KS 67226

AUTHORIZED BY: Mr. C. Coats (ltr. 10/24/11)

1 MILE TO
"HOPKINS"
(MICRO TOWER)

SCALE: 1" = 1000'

road, electric poles
flowline go SE to

#423 well

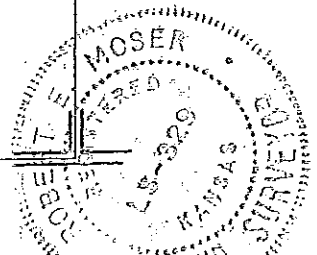
75'

STAKE

5' x 1" x 2" WOOD, PINK & WHITE FLGG.
LEVEL PASTURE
75' E OF N-S FENCE
ELEV = 1382.8' Gr @ STK.

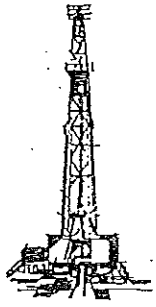
MANY WELLS

8



Note: Mr. Steve Darwin present & assisted. Thanks.

Date: 25 October 2011
Surveyor: R.E. Moser, R.L.S. #329 KS



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AMENDMENT TO POOLING AGREEMENT

WHEREAS, under date of February 10, 1953, CITIES SERVICE OIL COMPANY, a Delaware Corporation with offices in Bartlesville, Oklahoma, as Lessee, and MAX G. WILSON, RAY C. WILSON, INA BELLE HUBLER, LAURENCE L. WILSON, R. K. CHAMBERS, FRANK W. WILSON, FRED D. WILSON, HARLY W. WILSON, DON H. WILSON and MARIE WILSON DAVIS, other wise known as OLIVE MARIE DAVIS, as Lessors, entered into an Agreement unitizing the oil and gas leases covering the following described land in Butler County, Kansas, to-wit:

The Northeast Quarter (NE/4) of Section Seven (7), all of Section Eight (8) and West Half (W/2) of Section Nine (9), Township Twenty-five (25) South, Range Five (5) East,

for the purposes of secondary recovery operations; said Agreement being prepared in counter part and one of which Agreements was filed in Book 191, page 383 of the records of Butler County, Kansas, a copy of which by reference is made a part hereof for all purposes, and

WHEREAS, Cities Service Oil Company has acquired a lease described as follows, to-wit:

Oil and Gas Lease dated January 5, 1916, executed by W. G. Wilson et al, Lessor, in favor of J. E. Grosbie, Lessee, and recorded in Book N at page 116 of the Records of Butler County, Kansas, insofar as same covers and applies to the following described land, to-wit:

West Half of the Southeast Quarter (W/2 SE/4) of Section Nine (9), Township Twenty-five (25) South, Range Five (5) East, Butler County, Kansas,

and

WHEREAS, it is the desire of the parties hereto to include said lease in the unit as established by said Agreement of February 10, 1953.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained the parties hereto have contracted and do contract, stipulate and agree as follows:

I,

The acreage pooled, combined and unitized by the Agreement of February 10, 1953, is hereby enlarged to include the West Half of the Southeast Quarter (W/2 SE/4) of Section Nine (9), Township Twenty-five (25) South, Range Five (5)

East, Butler County, Kansas, effective as of September 1, 1954, so that from and after September 1, 1954, the unitized area shall consist of the following described land, to-wit:

The Northeast Quarter (NE/4) of Section Seven (7), all of Section Eight (8), the West Half (W/2) and West Half of the Southeast Quarter (W/2 SE/4) of Section Nine (9), Township Twenty-five (25) South, Range Five (5) East, Butler County, Kansas,

II.

That Paragraph 5 of said Agreement be amended as follows:

"It is stipulated and agreed that each party lessor signing this Agreement shall be entitled to the respective fractional interest in the royalty accruing from the unitized area, to-wit:

- Max G. Wilson 3221/29343
- Ray G. Wilson 3221/29343
- Ina Belle Kueller 3221/29343
- Laurence L. Wilson 3221/29343
- R. K. Chambers 1789/29343
- Frank W. Wilson ~~2934/29343~~ 32/320
- Fred D. Wilson ~~2934/29343~~ 32/320
- Harry W. Wilson ~~2934/29343~~ 32/320
- Don H. Wilson ~~2934/29343~~ 32/320
- Marie Wilson Davis, ~~2934/29343~~ 32/320
otherwise known as
Olive Marie Davis

III.

All the terms, covenants and conditions of the Agreement of February 10, 1953 are incorporated herein and made a part hereof as if set out fully herein, except as herein amended,

IV.

This Amendment Agreement may be executed in counterparts, but said Amendment Agreement shall not become effective unless and until it has been executed by all of the Lessors as set forth in Paragraph II hereof or their successors or assigns. If executed in counterparts, such counterparts shall collectively constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in counterpart originals this 31st day of August, 1954.

LESSOR

CITIES SERVICE OIL COMPANY

By J. W. McColl
J. W. McColl, Attorney-in-Fact