

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

1071611

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

NOTICE OF INTENT TO DRILL

Forested Could Date:	Coat Decadation.
Expected Spud Date: month day year	Spot Description:
	(0/0/0/0) Sec Twp S. R E W
OPERATOR: License#	feet from N / S Line of Section feet from E / W Line of Section
Name:	Is SECTION: Regular Irregular?
Address 1:	
Address 2: State: Zip: +	(Note: Locate well on the Section Plat on reverse side)
Contact Person:	County:
Phone:	Lease Name: Well #:
CONTRACTOR: License#	Field Name:
Name:	Is this a Prorated / Spaced Field? Yes No
	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: Yes No
Disposal Wildcat Cable	Depth to bottom of fresh water:
Seismic ; # of Holes Other	Depth to bottom of usable water:
Other:	Surface Pipe by Alternate:
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? Yes No	Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
KCC DKT #:	Will Cores be taken? Yes No
	If Yes, proposed zone:
AFF	If Yes, proposed zone:
AFF The undersigned hereby affirms that the drilling, completion and eventual plu	IDAVIT
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Side Two



For KCC Use ONLY
API # 15

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

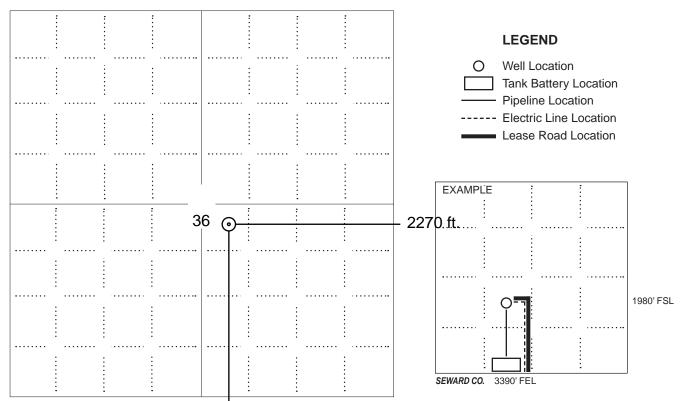
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

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

PLAT

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

You may attach a separate plat if desired.



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

2359 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

071611

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	Pit is:	Existing	SecTwp R	
Settling Pit Drilling Pit	If Existing, date con	structed:	Feet from North / South Line of Section	
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)	Feet from East / West Line of Section County	
Is the pit located in a Sensitive Ground Water A	rea? Yes 1	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level? Yes No Artificial Liner? Yes N		0	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits	
Depth fro	m ground level to dee	pest point:	(feet) No Pit	
If the pit is lined give a brief description of the line material, thickness and installation procedure.			dures for periodic maintenance and determining ncluding any special monitoring.	
Distance to nearest water well within one-mile of	of pit:	Depth to shallo	west fresh water feet. mation:	
feet Depth of water wellfeet		measured	well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	over and Haul-Off Pits ONLY:	
Producing Formation:		Type of materia	al utilized in drilling/workover:	
Number of producing wells on lease:		Number of working pits to be utilized:		
Barrels of fluid produced daily:		Abandonment p	procedure:	
Does the slope from the tank battery allow all splow into the pit? Yes No	pilled fluids to	Drill pits must be closed within 365 days of spud date.		
Submitted Electronically				
	KCC (OFFICE USE OI	NLY Liner Steel Pit RFAC RFAS	
Date Received: Permit Numb	ber:	Permi	t Date: Lease Inspection: Yes No	



Kansas Corporation Commission Oil & Gas Conservation Division

1071611

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

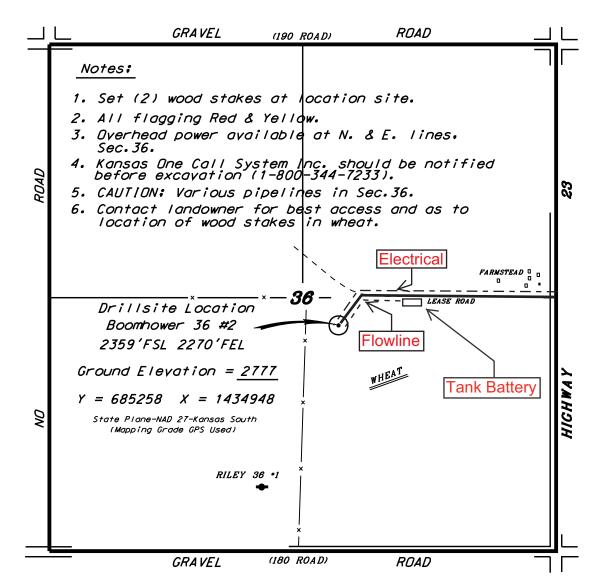
CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

Select the corresponding form being filed: C-1 (Intent) CB-1 ((Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
Address 1:	Lease Name: Well #:
City: State: Zip:+	
Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of 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	odic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
Select one of the following:	
owner(s) of the land upon which the subject well is or will be I	Act (House Bill 2032), I have provided the following to the surface ocated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.
KCC will be required to send this information to the surface ov	acknowledge that, because I have not provided this information, the wner(s). To mitigate the additional cost of the KCC performing this g fee, payable to the KCC, which is enclosed with this form.
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-1-1 will be returned.
Submitted Electronically	

O'BRIEN RESOURCES, LLC BOOMHOWER LEASE SE.1/4. SECTION 36. T175. R29W LANE COUNTY. KANSAS



from incidental or consequential damages
*Flevations derived from National Geodetic Vertical Datum

January 5, 2012

^{*}Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 640 acres.

^{**}Approximate section lines were determined using the normal standard or care or difficult surveyors practicing in the state of Knasas. The section corners, which establish the procise section lines, were not necessarily located, and the exact location of the drillsite location in the section is not given need. The new research is the drillsite location in the section is not given there are no processed in the section state of the drillsite location in the section is of other end objects from only located in the section is drillied in the section of the section is driven and section in the section is driven as the s

O'Brien Resources, LLC

WHEREAS,

STATE OF KANSAS My App. Exp. 13-

is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in County, State of Lane Northeast Quarter (NE/4) of Section 36 , Township _ Range 29W 110 , Page of the Records of said County, and 156 whereas, said lease expires in the absence of drilling operations on h 3, 2012 and the said owner(s) and holder(s) desire(s) to have the term of said March 3, 2012 lease extended: NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of ____One and No/100___ Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of One (1) year from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed; that no delay rental is due and payable on March 3, 2012 under the terms of this extension; and that all previous rentals due under the terms of said lease have been timely and properly paid. IN WITNESS WHEREOF, this instrument is signed on this the _____ day December ,2011. X Genew Boomhower STATE OF KANSAS, LANE COUNTY, SS Gene W. Boomhower A.D. 2012 at 1040 o'clocke M and duly recorded in Book 131 ca page 78 Janue Mu Banknish negister of Decide Campower NUMERICAL DIRECT Marlene J. Boomhower **IND**IRECT COMP. ORIG. COMPUTER STATE OF Kansas ACKNOWLEDGEMENT FOR INDIVIDUAL COUNTY OF __ Before me, the undersigned, a Notary Public, within and for said County and State, on this day of December , 2011, personally appeared Gene W. Boomhower and Marlene J. Boomhower, his wife to me personally known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. My Appointment Expires:

WILLIAM W. PENKA

NOTARY PUBLIC Les Charles **Notary Public**

William W. Penka

WHEREAS, O'Brien Resources, LLC

gas lease on	the following described la	and in	is/are the owner(s) and holder(s) of an oil and LaneCounty, State of
Kansas	*		
	Northeast Qu	arter (NI	E/ ¹ +)
of Section _ Book	36 , Township	17s 156	, Range 29W and recorded in of the Records of said County, and
WH	EREAS, said lease expire	s in the above	nce of drilling operations on
Dollars, in he term of said extended ter from the dat casinghead gall other resum odification	and paid, the receipt whe lease shall be and is herel m had been originally expe of the said expiration the provisions and thereof may have been h	reof is hereby by extended, pressed in succereof and as well on the l d conditions eretofore exe	r themselves, their heirs, executors, on ofone and No/100 y acknowledged, does hereby agree that the said with the same tenor and effect as if such ch lease, for a period ofone (1)yearlong thereafter as oil or gas (including and covered by said lease; subject, however, in of said lease or said lease as modified, if any couted; that no delay rental is due and payable on erms of this extension; and that all previous
rentals due t	inder the terms of said lear TTNESS WHEREOF, the	ise have been	erms of this extension; and that all previous timely and properly paid. t is signed on this the
of RICAL	January ,2	,	lay 0
T ECT PORIG. PUTER		<u> </u>	Gene W. Boomhower
STATE OF This instru 名の day A.D. 207	KANSAS, LANE COUNTY, SS iment was filed for record on to for a county of a county and a county of a co	\overline{nd} \sqrt{x}	Marlene J. Boomhower
STATE OF _	Kansas) Lane)	ACKNOW	LEDGEMENT FOR INDIVIDUAL
personally kn and acknowle act and deed	nd Marlene J. Boom to be the identical pedged to me that they	omhower, erson s who executed	executed the within and foregoing instrument
My Appoint	NOTARY PUBLIC STATE OF KANSAS My App. Exp_(1 - 1 3 - 1 2_		Notary Public William W. Penka

NUMERICAL DIRECT **INDIRECT** COMP. ORIG. COMPUTER

A.D. at 10 36 o'clock A M and duly recorded in Book 135 on page 75

EXTENSION OF OIL AND GAS LEASE Do Bach Korunki OR

Northeast Quarter of Section 36, Township 17 Book 110, Page 15 WHEREAS, said lease expires in the March 3, 2010 and the said lease extended; NOW, THEREFORE, the undersign administrators and assigns, for and in constitution of said lease shall be and is hereby extended term had been originally expressed extended term had been originally expressed from the date of the said expiration thereof easinghead gas) is produced from any well-sail other respects, to the provisions and connodification thereof may have been heretoned.	As and recorded in of the Records of said County, and he absence of drilling operations on downer(s) and holder(s) desire(s) to have the term of said gned, for themselves, their heirs, executors, sideration ofOne and No/100 is hereby acknowledged, does hereby agree that the said tended, with the same tenor and effect as if such ed in such lease, for a period of One (1) year f and as long thereafter as oil or gas (including on the land covered by said lease; subject, however, in aditions of said lease or said lease as modified, if any fore executed; that no delay rental is due and payable or ler the terms of this extension; and that all previous ave been timely and properly paid.
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	Gene W. Boomhower
,	Jx Marlen & Boom house
	Ja miliotor
	Marlene J. Boomhower
ATE OF Kansas	WMONU ED CON
DUNTY OF Lane	KNOWLEDGEMENT FOR INDIVIDUAL
Before me, the undersigned a Notar	y Public, within and for said County and State, on this
day of January , 20	0 10, personally appeared <u>Genew. Boomhower</u>
rsonally known to be the identical	to me
and deed for the year.	who executed the within and foregoing instrument
and deed for the uses and purposes there	executed the same as their free and voluntary
LIN WILINESS WHEREOF, I have he	rin set for the same as <u>their</u> free and voluntary
above written.	executed the same as their free and voluntary ein set forth. ereunto set my hand and official seal the day and year
t above written. Appointment Expires:	rin set for the same as <u>their</u> free and voluntary

Notary Public - State of Kansas
My Appt. Expires 2/5-0

Brandee Berndt

	WHEREA:	S,	Brien Res	sources, LL	C		~~~
gas l K	lease on the foll	lowing described	land in	is/are the ov Lane	vner(s) and he	older(s) of an oil and	I
		Northeast	Quarter	(NE/4)			
of Se	ection <u>36</u>	_, Township	1.7S	, Range	29W	and recorded in Dunty, and	
1000	<u> </u>	, Page	<u> 156</u>	of the Reco	rds of said Co	ounty, and	•
	WHEREAS	, said lease expire	es in the abo	ence of deilling o		have the term of sai	
term exten from casin all ot modi	of said lease shaded term had lease shaded term had lease of the lead gas) is perfectly the least of leas	been originally expended to the said expiration to the conduced from any of the provisions as	ereon is here by extended pressed in so hereof and a y well on the nd condition heretofore exunder the ease have been his instrume 200_9.	by acknowledged, with the same of the same	d, does hereby tenor and effection of One as oil or gas a said lease; so said lease as delay rental intension; and toperly paid.	r agree that the said ct as if such (1) year (including abject, however, in modified, if any s due and payable or hat all previous day	
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	_	ansas) ane)	ACKNO	WLEDGEMENT	FOR INDIV	IDUAL	
perso	and Marler	ne J. Boomho	,200 <u>9</u> , ower, his	personally apper	red Gene	y and State, on this W. Boomhower to me egoing instrument	•
act ar	ed deed for the	ises and purpose	executes therein set	ed the same as	their	egoing instrument _free and voluntary I the day and year	
	ppointment Ex						
My A	Phomenent Ex	pires:			$-\overline{\Omega}Q$	from Wes	ıh

NUMERICAL DIRECT INDIRECT OMP. ORIG. COMPUTER.

WILLIAM W. PENKA
NOTARY PUBLIC
STATE OF KANSAS
My App. Exp. (1-12-8)

EXTENSION OF OIL AND GAS LEASE

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Reguster of I	Deeds	DOB

Notary Public
William W. Penka

WHEREAS,	011	O'Brien Resources, LLC					
gas lease on the follo	wing described	land in	is/are the ow Lane	ner(s) and he Count	older(s) of an oil and		
Kansas :					V Y COURT OF THE PARTY OF THE P		
	Northeas	t Quarter	(NE/4)				
of Section 36 Book 110	_, Township , Page	<u>17s</u> 156	, Range of the Reco	29W rds of said C	and recorded in		
WHEREAS, March 3, 2008	said lease expir	es in the abse	ence of drilling o	perations on			
lease extended;	and	ine said owne	r(s) and holder(s	s) desire(s) to	have the term of said		
ALCANA PRINTERS	annonn						
NOW, THE	REFORE, the u	ndersigned, fo in considerat	or themselves, th	eir heirs, exe	cutors,		
Dollars, in hand paid	d, the receipt wi	nereof is here	by acknowledge	<u>)ne and N</u> Ldoes bereb	v agree that the said		
term of said lease sh	all be and is her	eby extended	, with the same t	enor and effe	ect as if such		
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an other respects, to	the provisions a	and condition	s of said lease or	said lease as	modified if any		
modification thereof	may have been	heretofore ex	recuted; that no	delav rental i	is due and payable on		
March 3, 2008 rentals due under th		under the lease have bee	terms of this ex	tension; and	that all previous		
	S WHEREOF,	this instrume	nt is signed on th	is the	<u>lst</u> day		
or <u>Februa</u>	ary ,	, 200 <u>8</u> .		a			
		√ <u>x</u>	Renewo	8 oonkas	ver		
		***************************************	Gene W. Boo	omhower			
		***************************************	· inc				
		$\sqrt{_{ m X}}$	Mulex	D. Bar	omhower		
			Marlene J.				
STATE OF <u>K</u> &	ansas)						
COUNTY OF La	ane)	ACKNO'	WLEDGEMEN'	FOR INDI	VIDUAL		
Before me, the	ne undersigned,	a Notary Pub	olic, within and f	or said Coun	ty and State, on this		
and Marle	ene J. Boom	,200 <u>o</u> , nhower. h	personally appe	ared <u>Gene</u>	W. Boomhower		
personally known to	be the identical	person s w	no executed the	within and fo	regoing instrument		
and acknowledged to	omethat the	∍y execu	ted the same as	their	free and voluntary		
act and deed for the	uses and purpos	ses therein sei	t forth.		eal the day and year		
last above written.	~ ···xxxxxxXVF, i	. nave nef eu n	to set my nand 2	mu official se	at the day and year		
My Appointment Ex	pires:			W	han Wenka		
and the second s							

*** 88. (Producers) *** KsOkCoNe) 1942 Rev. **B** w

OIL AND GAS LEASE



700 S. Broadway PO Box 76 Wichita, KS 67201-0793 316-264-9344-264-5165 fav www.kbp.com · kbp@kbp.com

	r and mariana	T Dank	m l	
185 N. Highway 2	r and Marlene 3	J. Buomnowe	r, his wife	
Dighton, KS 678	39			
D. D. Morgen, P.	0. Box 1184,	Wichita, KS	67201 herein	after called lessor,
1. That lessor, for and in consideration of the superformed by the lessee, has this day granted, ereinafter described land, and with the right to uniting the superformed provided, for the purpose of carried operating for, producing, and saving all of the condition of the constructing roads, laying pipe lines, building the province of the economical operation of said land obstances, and for housing and houring and houring and superfixed the superfixed provinces.	um of OPE & NO/D leased, and let and by the ze this lease or any part the rying on geological, geophysic oil, gas. casinghead gas, casi t tanks, storing oil, building i alone or conjointly with n	Ollars in hand paid and o se presents does hereby reof with other oil and a ral and other exploratory nghead gasoline and all powers, stations, teleph eighboring lands to prod	as leases as to all or any part of work, including core drilling, and the other gases and their respective one lines and other structures the	the lands covered the drilling, mining, constituent vapors, ereon necessary or
ibstances, and for housing and boarding employees, Lane Northeast Qu	said tract of land with any	reversionary rights there Kansas, a	in being situated in the County of	
(Subject to Term	TALL OUT			
Section 36 Township	179	007*		'ewith.)
2. This lease shall remain in force for a term of y of the products covered by this lease is or can l	Three (3) y	ears and as long thereaft	er as oil, gas, casinghead gas, casin	acres, more or less.
3. The lessee shall deliver to lessor as royalty, free all eil produced and saved from the leased premises e grade, and gravity prevailing on the day such oil is	of cost, on the lease, or into of at the lessee's option makes run into the pipe line or it	o the pipe line to which lay pay to the lessor for	essee may connect its wells the equ such one-eighth royalty the marks	al one-eighth part
The lessee shall pay to lessor for gas produced by % of the market value of such gas at the mout of the well. The lessee shall pay lessor as the where such gas is not sold or used, lessee shall yalty, an amount equal to the delay rental provide oducing lease under paragraph 2 hereof; the lessor to incipal dwelling house on said land by making his of	I from any oil well and used the of the well; if said gas is royalty ½ of the proceeds pay or tender annually at the id in paragraph 5 hereof, are to have gas free of charge from OWN compections with the	d by the lessee for the m s sold by the lessee, then from the sale of gas as si he end of each yearly pe nd while said royalty is om any gas well on the	anufacture of gasoline or any other as royalty % of the proceeds of t contact at the mouth of the well where riod during which such gas is no so paid or tendered this lease st leased premises for stoyes and in	er product as roy- the sale thereof at gas only is found t sold or used, as nall be held as a side lights in the
s lease shall terminate as to both parties, unless in the drilling of a well for oil of stress. National	or gas are not commenced or the lessee shall on or befor	said land on or before e said date pay or tend	the 3rd day of March, ler to the lessor or for the lessor	2006 XXX,
and or in the oil and gas or in the rentals to accruate as a rental and cover the privilege of deferring yments or tenders the commencement of operations feek or draft of lessee or any assignee thereof, mailed the consideration of the lesser or any assignee that the consideration of the lesser or his successors in interest, the dadministrators of such persons.	the depository of any and all the hereunder, the sum of the commencement of operation or drilling may further be do dor delivered on or before the cration first recited herein, the soption of extending that he payment or tender of rent	sums payable under thing the Hundred tions for drilling for a piter ferred for like periods such the rental paying date, eithe down payment, covers period as aforesaid and itals in the manner above	period of one year. In like mann cocessively. All payments or tenders there direct to lessor or assigns or not only the privilege granted to the standard of the period of	which shall op- er and upon like may be made by to said depository he date when said Notwithstanding
6. If at any time prior to the discovery of oil or g s lease shall not terminate, provided operations for see begins or resumes the payment of rentals in thing the payment of rentals and the manner and ef	fect thereof shall continue i	inabove provided, and in	this event the preceding paragr	aphs hereof gov-
 In case said lessor owns a less interest in the a herein provided for shall be paid the said lessor onl increased at the next succeeding rental anniversary 	above described land than th y in the proportion which his y after any reversion occurs	e entire and undivided fe is interest bears to the w	e simple estate therein then the ro	yalties and rent- such rental shall
of the lessee shall have the right to use, free of a lessor. When required by lessor, the lessee shall be said land. No well shall be drilled nearer than 200 gright at any time during, or after the expiration of mises, including the right to draw and remove all surface to its original condition, where any alterated.	cost, gas, oil and water four ury its pipe lines below plow feet to the house or barn no f, this lease to remove all m casing, but lessee shall be ur tions or changes were due t	nd on said land for its depth and shall pay for w on said premises without achinery, fixtures, house der no obligation to do so	operations thereon, except water f damage caused by its operations ut written consent of the lessor, s, buildings and other structures o, nor shall lessee be under any obl	rom the wells of to growing crops Lessee shall have placed on said
9. If the estate of either party hereto is assigned to the heirs, devisees, executors, administrators, success under this lease shall be binding on the lessee unity thereof or a certified copy of the will of any dec administrator for the estate of any deceased owner copies thereof necessary in showing a complete chief er before receipt of said documents shall be binding	and the privilege of assigning ssors, and assigns, but no c till it has been furnished with eased owner and of the pror, whichever is appropriate, and of title back to lessor to on any direct or indirect or	g in whole or in part is e hange of ownership in the the either the original rec- bate thereof, or certified together with all original to the full interest claime	xpressly allowed), the covenants he land or in the rentals or royal orded instrument of conveyance or copy of the proceedings showing recorded instruments of conveyand, and all advance payments of re	ereof shall extend lties or any sum a duly certified appointment of ice or duly certi- ntals made here.
10. If the leased premises are now or shall hereaft i as one lease, and all royalties accruing hereunder portion that the acreage owned by each separate o wells on separate tracts into which the land covered suring or receiving tanks. It is hereby agreed that holder or owner of any such part or parts shall m I not operate to defeat or affect this lease insofar aid rentals.	er be owned in severalty or shall be treated as an entir where bears to the entire lei by this lease may be herea t in the event this lease shi take default in the payment as it covers a part of said	in separate tracts, the ety and shall be divided ased acreage. There shall fiter divided by sale, de all be assigned as to a p. of the proportionate par i land upon which the les	premises nevertheless shall be devi- among and paid to such separat be no obligation on the part of t vise, descent or otherwise or to art or as to parts of the above de t of the rent due from him or th see or any assignee hereof shall m	eloped and oper- ice owners in the the lessee to off- furnish separate iscribed land and escribed land and eake due payment
11. Lessor hereby warrants and agrees to defend the le or in part any taxes, mortgages, or other liens en hall be subrogated to the rights of any holder or ho any royalty or rentals accruing hereunder.	e title to the land herein de xisting, levied, or assessed or olders thereof and may reimi	escribed and agrees that n or against the above des ourse itself by applying to	the lessee, at its option, may pay scribed lands and, in event it exerc the discharge of any such mortgr	and discharge in cises such option, age, tax or other
12. Notwithstanding anything in this lease contains while this lease is in force, this lease shall remain ts therefrom, then as long as production continues.	ed to the contrary, it is ext in in force and its terms sh	oressly agreed that if les	see shall commence operations for such operations are prosecuted ar	drilling at any
13. If within the primary term of this lease, product for the drilling of a well shall be commenced before als in the manner and amount hereinbefore provide from any cause, this lease shall not terminate preschild remain in force during the prosecution of the last cause of the prosecution of the last cause of the las	ovided lessee resumes operation such operations and if pr	of the primary term of ions for drilling a well w	this lease, production on the lease ithin sixty (60) days from such ce.	the payment of ed premises shall ssation, and this
14. Lessee may at any time surrender or cancel the rd in the proper county. In case said lease is sur- lities thereafter accruing under the terms of said lead rtioned on an acreage basis, but as to the portion of effect for all purposes.	is lease in whole or in part rrendered and cahceled as t lease as to the portion can of the acreage not released t	by delivering or mailing o only a portion of the eled shall cease and del he terms and provisions o	such release to the lessor, or by acreage covered thereby, then al ermine and any rentals thereafte f this lease shall continue and rem	placing same of ll payments and er paid may be nain in full force
5. All provisions hereof, express or implied, shall it off all governmental agencies administering the same amages for failure to comply with any of the exprenterpretations thereof). If lessee should be prevented its titude authority having jurisdiction thereover, or ing thereof not being available on account of an or said equipment is available, but the lessee shall	be subject to all federal and e, and this lease shall not b ess or implied provisions her d during the last six months f lessee should be unable du	state laws and the orde e in ary way terminated eof if such failure accord of the primary term here	rs, rules, or regulations (and interwholly or partially nor shall the swith any such laws, orders, rule of from drilling a well hereunder by	pretations there- lessee be liable
16. The unitization of this lease or any portion the group of the lease of the recording office of said county of the said c	nereof with any other lease f an instrument declaring it in area not exceeding approof such royalty on minerals ar to the minerals under all e rental provision of this lea an one gas well on said Unit	or leases or portions the s purpose to unitize and oximately 640 acres. The produced in the unitized of the lands in the uniti se as to all of the land	ereof shall be accomplished by the lescribing the leases and land unition royalty provided for herein with area in the proportion that their ted area. Any well drilled on such covered thereby: Provided, however	e execution and zed, which unit- i respect to gas
7. This lease and all its terms, conditions, and sti	pulations shall extend to and	i be binding on all succes	sors of said lessor and lessee.	
Marling Barmhower	(SEAL)	V x &	ene W Bombo	www.
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ration, on behalf of the corporation.
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Gene W. Boomhower Gene J. Boomhower
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TA OF LANGE ACKNOWLEDGMENT FOR INDIVIDUAL (K&OkCoNe)

EXHIBIT "A"

It is agreed that Lessor contemplates the use of the surface of the leased premises for irrigated agricultural purposes and notwithstanding any of the provisions of this lease to the contrary, the following conditions and restrictions shall apply:

- Lessee agrees that no operations, including but not limited to drilling and reworking operations, which would interfere with the operations of the irrigation system installed or to be installed on the leased premises, shall be conducted on the leased premises between February 15 and November 1 of any year without the prior written consent of the Lessor. In the event a producing oil and or gas well is completed, Lessee agrees to situate and install the well head surface equipment, pumping unit, and related equipment for each well in such a manner so as not to interfere with the operation of said irrigation system, and Lessee further agrees that all tank batteries and other gathering and treating equipment will be situated in such a way in one of the extreme corners of the leased premises so that it will not interfere with the operation of the said irrigation system on the leased premises.
- Lessee shall pay for damage caused by any and all Lessee's operations on said land including but limited to growing crops and roadways. All the pits used in connection with drilling operations shall be filled in such manner so that all material connected with said pits will not interfere in any way with normal farming operations or the operation of the irrigation system installed or to be installed on the leased premises. Lessee agrees that the location used for said operations will be restored as nearly as possible to the original contour.
- Lessor reserves the right to designate the direction and location of every road or roadway on the premises, and no road, roadway or easement shall be constructed, layed or in any manner layed to and from any well location or drill site except as may be so designated by Lessor, provided only that such road shall, upon the request of Lessee, be so designated and the width thereof shall be sufficient for normal operations, within ten (10) days.
- All pipelines which shall be constructed under this lease shall be buried to a depth of thirty-six (36) inches and so layed as not to interfere with farming operations.
- 5. The Lessor reserves the right to designate all routes of ingress and egress so as to minimize interference with surface farming operations.

SIGNED FOR IDENTIFICATION:

Gene W. Boomhower

X Marlene J. Bomhower

WHEREAS, O'Brien Resources, LLC

			is/are the o	Wner(s) and L.	older(s) of an oil and
as lease on the follow Kansas	wing described I	and in	Lane	Count	y, State of
;		,	•		-
Sc	outheast Qu	arter (S	B/4+)		
f Section 36	, Township	17s	, Range	29W	and recorded in ounty, and
90K 110	, Page	<u> 158</u>	of the Rec	ords of said C	ounty, and
WHEREAS,	said lease expire	s in the abse	nce of drilling	merations on	
March 3, 2012	and th	e said owne	r(s) and holder	s) desire(s) to	have the term of said
ease extended;	1.00		And the second of the second o	entaka Tanan	
NOW, THER	EFORE, the un	dersigned, fo	r themselves t	hair haire ava	Name
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stended term had be	organization the	pressed in st	ich lease, for a	period of 0	ne (1) year
om the date of the si	wa expiration u	rereoi and a	long thereafte	r as oil or gas	(including
singhead gas) is pro	he provisions on	wen on the	land covered b	y said lease; sı	bject, however, in
March 3, 2012 ntals due under the	terms of said is	_ under the	terms of this ex	tension; and t	hat all previous
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WHEREAS, O'Brien Resources, LLC

gas lease on the following desc	ribed land in	is/are the owner(s) an Lane C	nd holder(s) of an oil and ounty, State of
<u>Kansas</u> :			Country's Lotable 100
Southeas	t Quarter (S)	E/4)	
of Section 36, Townshipsonk 110, Page	ip <u>17s</u> 2 158	, Range 29W of the Records of sa	and recorded in
WHEREAS, said lease March 3, 2011	evniros in the above		
lease extended;	THE SAID OWNER	(s) and noider(s) desire(s) to have the term of said
Dollars, in hand paid, the receiterm of said lease shall be and extended term had been origin from the date of the said expiracasinghead gas) is produced from the respects, to the provision modification thereof may have March 3, 2011 rentals due under the terms of	ally expressed in su ation thereof and as om any well on the sions and conditions been heretofore ex	ich lease, for a period of lease, for a period of long thereafter as oil or land covered by said least of said lease or said lease cuted; that no delay ren	effect as if such One (1) year gas (including le; subject, however, in e as modified, if any tal is due and payable on
of January	COF, this instrumen , 20 <u>11</u> .	t is signed on this the	12th day
NUMERICAL DIRECT	$\sqrt{\chi}$	Jene W Booms	lower
INDIRECT COMP. ORIG. COMPUTER		Gene W. Boomhowe	r
STATE OF KANSAS, LANE COU This instrument was filed for r 20 day of Samua	ecord on the		AND STATE OF THE S
A.D. <u>20 / 1</u> at <u>1/0 45</u> o'cloc duly recorded in Book <u>133</u> or	ck <u>'A'</u> M and <u>vx</u> n page <u>j4</u>	Marling B.	ummour
Register of Deeds	8.00. BJ	Marlene J. Boomh	ower
STATE OF Kansas COUNTY OF Lane) ACKNOW	LEDGEMENT FOR IN	DIVIDUAL
Before me, the undersign 12 day of Jan and Marlene	T December 3,1	cisonany appeared Ger	le W. Boomhower
personally known to be the iden and acknowledged to me that act and deed for the uses and pu	tical person s who	executed the within and d the same as their	foregoing instrument free and voluntary
IN WITNESS WHERE Clast above written.	OF, I have hereunto	set my hand and official	seal the day and year
My Appointment Expires:		W	llan Deil
WILLIAM W. PE NOTARY PUBLIC STATE OF KANSA STATE OF KANSAS My App. Exp/((C AS	Wil	Notary Public

DIRECT INDIRECT COMP. ORIG. COMPUTER

WHEREAS,	O'Brien Re	sources, I	LC
gas lease on the following desc Kansas :	ribed land in	is/are the o	wner(s) and holder(s) of an oil andCounty, State of
Kansas :			y y a service of the
Southeas	t Quarter (S)	E/4)	
of Section 36, Townshi Book 110, Page	ip <u>17s</u>	, Range of the Reco	29W and recorded in ords of said County, and
March 3, 2010 lease extended;	and the said owner	c(s) and holder(perations on
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NOW, THEREFORE,	the undersigned, fo	r themselves, tl	neir heirs, executors,
administrators and assigns, for Dollars, in hand paid, the recei	III Whorent is havel		W -
term of said lease shall be and extended term had been origin	is hereby extended,	with the same	tenor and effect as if such
from the date of the said expire	any expressed in su Ition thereof and a	ch lease, for a p	period of <u>One (1)</u> year
modification thereof may have	heen herotofore or	or said lease or	said lease as modified, if any
March 3, 2010 rentals due under the terms of	under the t	erms of this ex	tension; and that all previous
	THE POLICE	i contery and pro	operly paid.
IN WITNESS WHERE of January	OF, this instruments, 20 10.	t is signed on th	is the $\frac{34}{1}$ day
		1.	-0 1
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		Gene W. Bo	omhower
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	/	<i>SO</i> 2 .	A
	$\sqrt{\chi}$	Marlen	Boomhower
	<u>M</u>	farlene J.	
			and the second of the second o
STATE OF Kansas			
COUNTY OF Lane	_) ACKNOW)	LEDGEMENT	FOR INDIVIDUAL
Before me, the undersign	ned a Notare Butt	***	
1344 day of Janu	ary ,2010, po	c, within and fo ersonally appea	or said County and State, on this ared <u>Gene W.</u> Boomhower
personally known to be the identification	tical	10	to me
and acknowledged to me that act and deed for the uses and pu	they executed	executed the w	ithin and foregoing instrument
act and deed for the uses and pu IN WITNESS WHEREC	rposes therein set for	orth.	Thee and voluntary
last above written.	, . MAYO HUTUHIO	set my hand ar	nd official seal the day and year
My Appointment Expires:	A market process must be about	en periodica de la composición de la c	Kun ha Kan I
12-15-10	BRANDE Notary Public	E BERNDT - State of Kansas	Notary Public
	My Appt. Expires	275-10	Brandee Berndt
			~ reg Deludt

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gas loone and the C.W.		-	is/are the o	wner(s) and	holder(s) of an oi
gas lease on the follo Kansas	wing described	land in	Lane	Cou	nty, State of
	Southeas	t Quartei	(SE/4)	•	
of Section 36	Township	170	D.		
of Section <u>36</u> Book <u>110</u>	, Page	158	, Kange of the Rec	29W ords of said (and records
March 3, 2009	said lease expire	es in the abso	ence of drilling	perations or	
casinghead gas) is prall other respects, to modification thereof March 3, 2009 rentals due under the	may have been	nd condition heretofore ex under the	s of said lease o recuted; that no	r said lease a delay rental	s modified, if any is due and naval
IN WITNESS	S WHEREOF, t	ease have bed his instrume	en timely and p	operly paid.	45
IN WITNESS		ease have bed his instrume 200 <u>9</u> .	en timely and p	operly paid.	12
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NUMERICAL
DIRECT
INDITATION
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Mar.	A.D. day of o'clock A M and duly
	recorded in Book 122 on page 56
	Fee CO

DMPUTE R	EXTE	NSION OF O	OIL AND GAS LEAS	E Fee
				Register of Deeds
WHEREAS	5,	B rien Res	sources, LLC	
			is/are the owner	(s) and holder(s) of an oil and
gas lease on the foll Kansas	lowing described	land in	Lane	S) and noider(s) of an oil and
	Southeas	t Quarter	(SE/4)	
of Section 36	, Township	17s	, Rang e2	9W and recorded in of said County, and
Book 11	<u>(), Page</u>	158	of the Records	of said County, and
WHEREAS	S, said lease expir	es in the abso	ence of drilling opera	tions on
March 3, 2000 lease extended:	8 and 1	the said owne	er(s) and holder(s) de	sire(s) to have the term of said
•				
NOW, THE	EREFORE, the u	ndersigned, f	or themselves, their l	heirs, executors,
administrators and	assigns, for and	in considerat	ion ofOne	and No/100
term of said lease s	nall be and is her	ebv extended	, with the same teno	es hereby agree that the said r and effect as if such
extended term had	been originally e	xpressed in s	uch lease, for a nerio	dof One (I) year
from the date of the	e said expiration :	thereof and a	ıs long thereafter as c	il or age (including
all other respects, t	o the provisions a	iy well on the	e land covered by said	l lease; subject, however, in l lease as modified, if any
moduication thereo	of may have been	heretofore ex	xecuted: that no dela	v rental is due and navable on
March 3, 200	be terms of said l	under the	terms of this extensi	on; and that all previous ly paid.
realing due dilder (ne terms of said i	ease nave be	en timely and proper	ly paid.
IN WITNE	SS WHEREOF, 1	this instrume	nt is signed on this th	nelstday
of <u>Febru</u>	ary,	200 <u>8</u> .		V
		$\sqrt{2}$	X Leve w Boon	Neower

		****	Gene W. Boomh	ower
				
		$\sqrt{2}$	x Marlene	& Barnhower
		***************************************	Marlene J. Bo	omhower
		***************************************		•
STATE OFK	ansas ì			
)	ACKNO	WLEDGEMENT FO	OR INDIVIDUAL
COUNTY OFL	ane)			
Before me,	the undersigned,	a Notary Pul	blic, within and for sa	aid County and State, on this
and	Marlene J.	Boombowe	personally appeared this wife	Gene W. Boomhower
personany known t	o be the identical	person S w	ho executed the with	to me nand foregoing instrument
and acknowledged	to me that Un	⊖y execu	ted the same as	their free and voluntary
act and deed for the	e uses and purpos	ses therein se	t forth.	official seal the day and year
last above written.	· · · · · · · · · · · · · · · · · · ·	. mare nereun	ico sei my nand and (nucial seal the day and year
My Appointment E	Vniros.			11.00 128 1
A STATE OF THE PARTY OF THE PAR	AW PENKA		· •	Notary Dulli
A PLINT	DV DUDUO			Notary Public

William W. Penka

AMENDMENT TO OIL AND GAS LEASE

WHEREAS, the following Oil and Gas Lease:

Lessor:

Gene W. Boomhower and Marlene J. Boomhower

Lessee:

D. D. Morgen March 3, 2005

Date: Recorded:

Book 110 at Page 158

Legal description:

SE/4, Section 36-T17S-R29W,

Lane County, Kansas

was executed and delivered by the Lessors named therein, and said Lessors now desire to amend said lease as set out below.

NOW, THEREFORE, for valuable consideration received, the undersigned do hereby amend said Oil and Gas Lease as follows:

DELETE paragraph 16 thereof in full;

and

ADD as a new paragraph 16 the following:

"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, 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 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 file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units 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 any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on such unit shall be and constitute a well hereunder; HOWEVER, notwithstanding the foregoing, two (2) years after the expiration of the primary term of this lease, a unit well not physically located on the land covered by this lease shall perpetuate this lease only as to the portion of this lease included in the unit. In lieu of the royalties elsewhere herein specified, Lessors shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of their net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved."

Said lease shall remain unchanged in all of its other terms and provisions, and the undersigned do hereby ratify and confirm said lease, as amended, to be in full force and effect according to the terms thereof.

> STATE OF KANSAS, LANE COUNTY, SS This instrument was filed for record on the 13 day of

A.D. 200 Tat // 30 6 clock A M and

duly recorded in Book 119 on page 253 Fee 12.00

Redister of Deeds

NUMERICAL DIRECT INDIRECT COMP. ORIG. COMPUTER

	GENE W. BOOMHOWER
	By Bound Boundary Marlene J. Boomhower, Attorney-in-Fact for Gene W. Boomhower, pursuant to General Durable Power of Attorney dated February 21, 2007
	Marlene J. Boomhower
	<u>ACKNOWLEDGEMENT</u>
STATE OF KANSAS)
COUNTY OF LANE)ss:)
The foregoing Amendr 2007, by Marlene J. Boomhower.	ment was acknowledged before me this/3 day of June, er, individually and as attorney-in-fact for her husband, Gene W.
	William Mento
	Notary Public
	Typed Name: William W. Penka
My Commission Expire	WILLIAM W. PENKA NOTARY PUBLIC STATE OF KANSAS STATE OF KANSAS My App. Exp. 11 - 13 - C8



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700 S. Broadway PO Box 793
Wichita, KS 67201-0793
316-284-9344-284-5165 fax
www.kbp.com - kbp@kbp.com

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EXHIBIT "A"

It is agreed that Lessor contemplates the use of the surface of the leased premises for irrigated agricultural purposes and notwithstanding any of the provisions of this lease to the contrary, the following conditions and restrictions shall apply:

- 1. Lessee agrees that no operations, including but not limited to drilling and reworking operations, which would interfere with the operations of the irrigation system installed or to be installed on the leased premises, shall be conducted on the leased premises between February 15 and November 1 of any year without the prior written consent of the Lessor. In the event a producing oil and or gas well is completed, Lessee agrees to situate and install the well head surface equipment, pumping unit, and related equipment for each well in such a manner so as and Lessee further agrees that all tank batteries and other gathering and treating equipment will be situated in such a way will not interfere with the operation of the leased premises so that it system on the leased premises.
- 2. Lessee shall pay for damage caused by any and all Lessee's operations on said land including but limited to growing crops and roadways. All the pits used in connection with drilling operations shall be filled in such manner so that all material connected with tions or the operation of the irrigation system installed or to be installed on the leased premises. Lessee agrees that the location the original contour.
- 3. Lessor reserves the right to designate the direction and location of every road or roadway on the premises, and no road, roadway or easement shall be constructed, layed or in any manner layed to and from any well location or drill site except as may be so designated by Lessor, provided only that such road shall, upon the request of Lessee, be so designated and the width thereof shall be sufficient for normal operations, within ten (10) days.
- 4. All pipelines which shall be constructed under this lease shall be buried to a depth of thirty-six (36) inches and so layed as not to interfere with farming operations.
- 5. The Lessor reserves the right to designate all routes of ingress and egress so as to minimize interference with surface farming operations.

SIGNED FOR IDENTIFICATION:

Gene W. Boomhower

Marlene J Boomhower