



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

KANSAS CORPORATION COMMISSION 1071611
 OIL & GAS CONSERVATION DIVISION

Form C-1
 March 2010

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

NOTICE OF INTENT TO DRILL

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

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

Expected Spud Date: _____
month day year

OPERATOR: License# _____
 Name: _____
 Address 1: _____
 Address 2: _____
 City: _____ State: _____ Zip: _____ + _____
 Contact Person: _____
 Phone: _____

CONTRACTOR: License# _____
 Name: _____

Well Drilled For:	Well Class:	Type Equipment:
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable
<input type="checkbox"/> If OWWO: old well information as follows:		

Operator: _____
 Well Name: _____
 Original Completion Date: _____ Original Total Depth: _____

Directional, Deviated or Horizontal wellbore? Yes No
 If Yes, true vertical depth: _____
 Bottom Hole Location: _____
 KCC DKT #: _____

Spot Description: _____
 _____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ E W
(Q/Q/Q/Q)
 _____ feet from N / S Line of Section
 _____ feet from E / W Line of Section

Is SECTION: Regular Irregular?
 (Note: Locate well on the Section Plat on reverse side)

County: _____
 Lease Name: _____ Well #: _____

Field Name: _____
 Is this a Prorated / Spaced Field? Yes No

Target Formation(s): _____
 Nearest Lease or unit boundary line (in footage): _____

Ground Surface Elevation: _____ feet MSL

Water well within one-quarter mile: Yes No

Public water supply well within one mile: Yes No

Depth to bottom of fresh water: _____

Depth to bottom of usable water: _____

Surface Pipe by Alternate: I II

Length of Surface Pipe Planned to be set: _____

Length of Conductor Pipe (if any): _____

Projected Total Depth: _____

Formation at Total Depth: _____

Water Source for Drilling Operations:
 Well Farm Pond Other: _____

DWR Permit #: _____
 (Note: Apply for Permit with DWR)

Will Cores be taken? Yes No
 If Yes, proposed zone: _____

AFFIDAVIT

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

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

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

Submitted Electronically

<p>For KCC Use ONLY</p> <p>API # 15 - _____</p> <p>Conductor pipe required _____ feet</p> <p>Minimum surface pipe required _____ feet per ALT. <input type="checkbox"/> I <input type="checkbox"/> II</p> <p>Approved by: _____</p> <p>This authorization expires: _____ <small>(This authorization void if drilling not started within 12 months of approval date.)</small></p> <p>Spud date: _____ Agent: _____</p>
--

Remember to:

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

Well will not be drilled or Permit Expired Date: _____
 Signature of Operator or Agent: _____

E
 W



1071611

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: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Sec. _____ Twp. _____ S. R. _____ E W

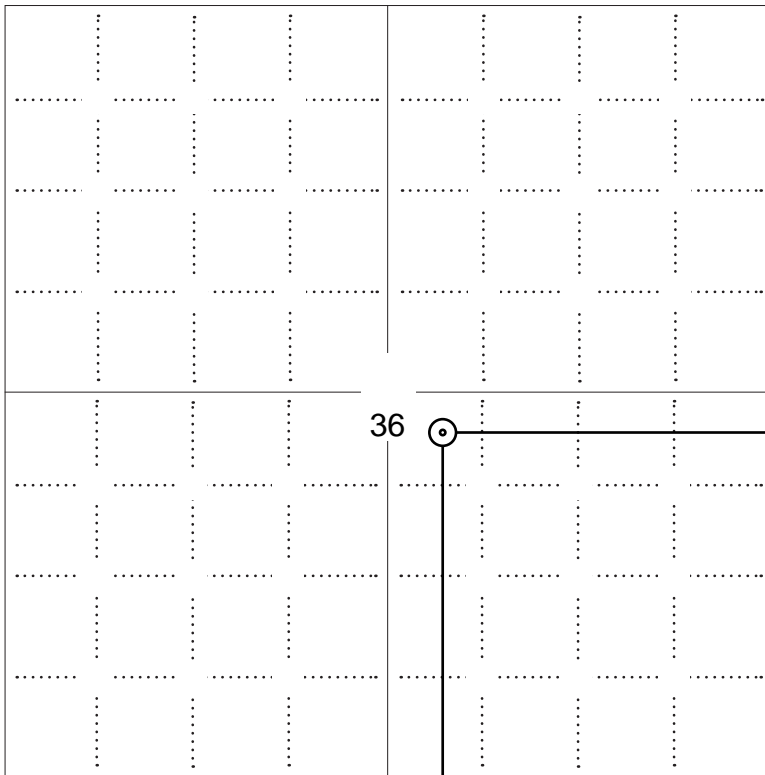
Is Section: Regular or Irregular

If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

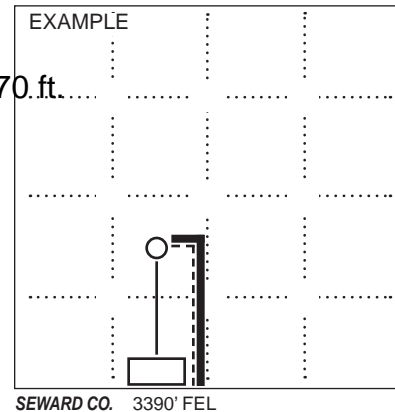
PLAT

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.



LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



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 1071611
OIL & GAS CONSERVATION DIVISION

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: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?		_____	
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR	
Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: Yes No



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 # _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location: _____
_____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ East West
County: _____
Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional 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 county, and in the real estate property tax records of the county treasurer.

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

Select one of the following:

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

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

I Submitted Electronically

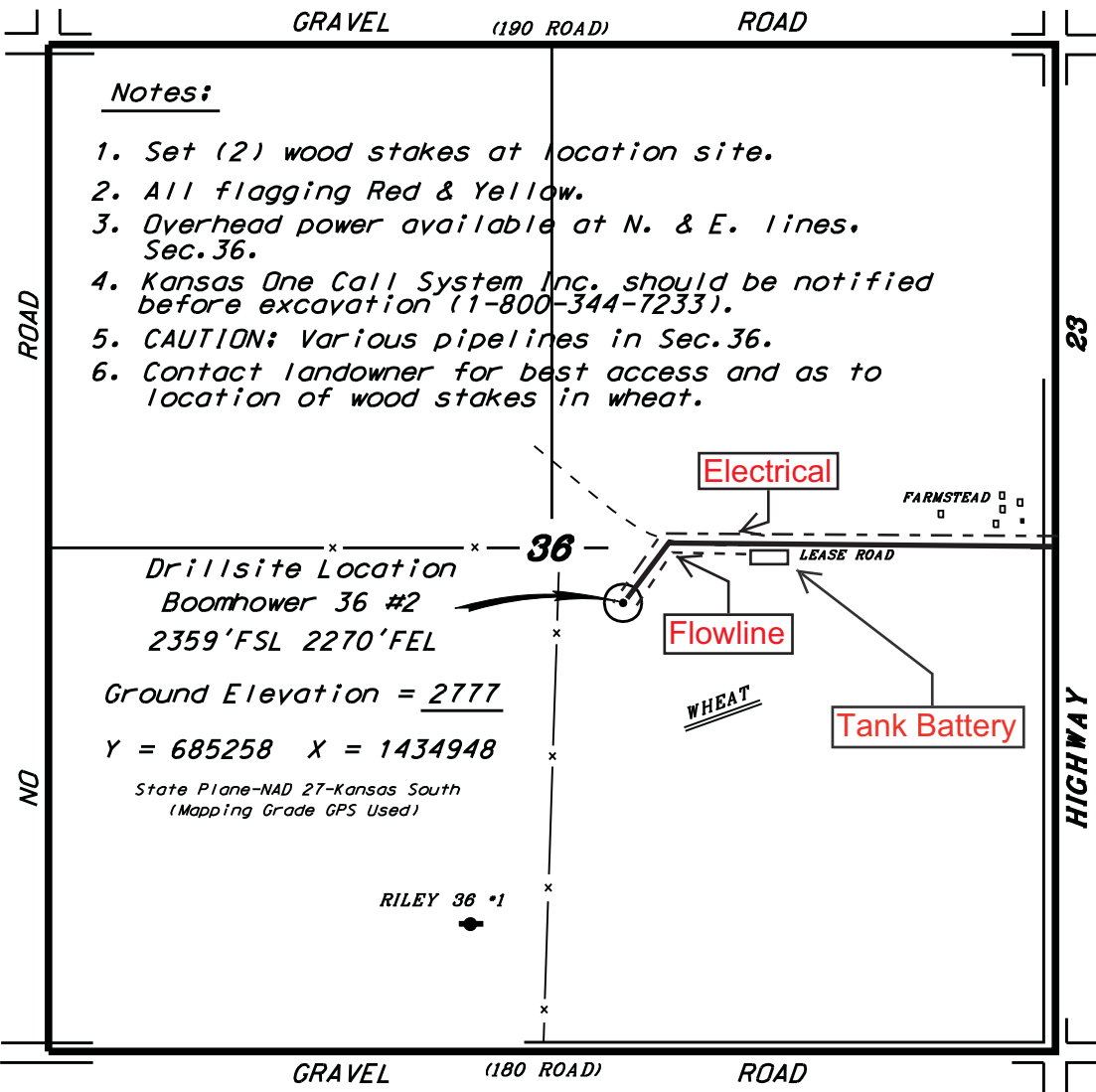
I

**O'BRIEN RESOURCES, LLC
BOOMHOWER LEASE
SE. 1/4, SECTION 36, T17S, R29W
LANE COUNTY, KANSAS**

GRAVEL (190 ROAD) ROAD

Notes:

1. Set (2) wood stakes at location site.
2. All flagging Red & Yellow.
3. Overhead power available at N. & E. lines. Sec. 36.
4. Kansas One Call System Inc. should be notified before excavation (1-800-344-7233).
5. CAUTION: Various pipelines in Sec. 36.
6. Contact landowner for best access and as to location of wood stakes in wheat.



**Drillsite Location
Boomhower 36 #2
2359' FSL 2270' FEL**

Ground Elevation = 2777

Y = 685258 X = 1434948

*State Plane-NAD 27-Kansas South
(Mapping Grade GPS Used)*

RILEY 36 *1

GRAVEL (180 ROAD) ROAD



*Ingress and egress to location as shown on this plat is per usage only and may not be legally opened for public use. Contact landowner, tenant and county road department for access.

*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 of care of oilfield surveyors practicing in the state of Kansas. The section corners, which establish the precise section lines, were not necessarily located, and the exact location of the drillsite location in the section is not guaranteed. Therefore, the operator securing this service and accepting this plat and all other parties relying thereon agree to hold Central Kansas Oilfield Services, Inc., its officers and employees harmless from all losses, costs and expenses and said entities released from any liability from incidental or consequential damages.

*Elevations derived from National Geodetic Vertical Datum.

Date January 5, 2012

EXTENSION OF OIL AND GAS LEASE

WHEREAS, O'Brien Resources, LLC

is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Lane County, State of Kansas:

Northeast Quarter (NE/4)

of Section 36, Township 17, Range 29W and recorded in Book 110, Page 156 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on March 3, 2012 and the said owner(s) and holder(s) desire(s) to have the term of said 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 16th day of December, 2011.

STATE OF KANSAS, LANE COUNTY, SS
This instrument was filed for record on the 4 day of January
A.D. 2012 at 10:40 o'clock A and
duly recorded in Book 137 on page 78
800

Janice M. Backmiste
Register of Deeds

NUMERICAL
DIRECT
INDIRECT
COMP. ORIG.
COMPUTER

X Gene W. Boomhower
Gene W. Boomhower

X Marlene J. Boomhower
Marlene J. Boomhower

STATE OF Kansas)
COUNTY OF Lane)

ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 21 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
STATE OF KANSAS
My App. Exp. 11-13-12

William W. Penka
Notary Public
William W. Penka

EXTENSION OF OIL AND GAS LEASE

WHEREAS, O'Brien Resources, LLC

is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Lane County, State of Kansas :

Northeast Quarter (NE/4)

of Section 36, Township 17S, Range 29W and recorded in Book 110, Page 156 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on March 3, 2011 and the said owner(s) and holder(s) desire(s) to have the term of said 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, 2011 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 12th day of January, 20 11

NUMERICAL
DIRECT
INDIRECT
 COMP. ORIG.
COMPUTER

Gene W. Boomhower
Gene W. Boomhower

STATE OF KANSAS, LANE COUNTY, SS
This instrument was filed for record on the 20 day of January A.D. 2011 at 10:45 o'clock A M and duly recorded in Book 133 on page 140 Fee 8.00
J. D. Baczkowski
Register of Deeds BJ

Marlene J. Boomhower
Marlene J. Boomhower

STATE OF Kansas
COUNTY OF Lane

ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 12 day of January, 20 11 personally appeared Gene W. Boomhower and Marlene J. Boomhower, his wife 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
NOTARY PUBLIC
WILLIAM W. PENKA
NOTARY PUBLIC
STATE OF KANSAS
My App. Exp 11-13-12

William W. Penka
Notary Public
William W. Penka

NUMERICAL
DIRECT
INDIRECT
COMP. ORIG.
COMPUTER

the instrument was filed for record on the
17 day of January
A.D. 2010 at 10:30 o'clock AM and
duly recorded in Book 130 on page 75
Fee 8.00
John Beck Kowski DR
Register of Deeds

EXTENSION OF OIL AND GAS LEASE

WHEREAS, O'Brien Resources, LLC

is/are the owner(s) and holder(s) of an oil and
gas lease on the following described land in Lane County, State of
Kansas :

Northeast Quarter (NE/4)

of Section 36, Township 17S, Range 29W and recorded in
Book 110, Page 156 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on
March 3, 2010 and the said owner(s) and holder(s) desire(s) to have the term of said
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, 2010 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 15th day
of January, 20 10

Gene W. Boomhower
Gene W. Boomhower

Marlene J. Boomhower
Marlene J. Boomhower

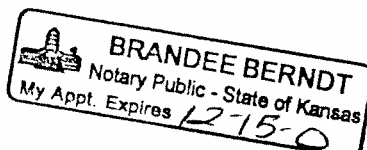
STATE OF Kansas
COUNTY OF Lane

ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this
15th day of January, 20 10, personally appeared Gene W. Boomhower
and Marlene J. Boomhower, his wife
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:
12-15-10



Brandee Berndt
Notary Public
Brandee Berndt

EXTENSION OF OIL AND GAS LEASE

WHEREAS, O'Brien Resources, LLC

is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Lane County, State of Kansas:

Northeast Quarter (NE/4)

of Section 36, Township 17S, Range 29W and recorded in Book 110, Page 156 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on March 3, 2009 and the said owner(s) and holder(s) desire(s) to have the term of said 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, 2009 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 12 day of January, 2009.

Gene W Boomhower

Gene W. Boomhower

STATE OF KANSAS, LANE COUNTY, SS
This instrument was filed for record on the 21 day of January
A.D. 2009 at 11:00 o'clock A.M. and
duly recorded in Book 1250n page 17
Fee 8.00

J. J. Bacalowski
Register of Deeds

Marlene J Boomhower

Marlene J. Boomhower

STATE OF Kansas
COUNTY OF Lane

ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 12 day of January, 2009, 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.

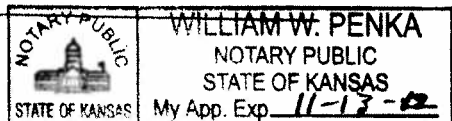
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Appointment Expires:

William W Penka

Notary Public

Willia, W. Penka



NUMERICAL
DIRECT
INDIRECT
✓ COMP. ORIG.
COMPUTER

NUMERICAL
DIRECT
INDIRECT
✓ COMP. ORIG.
COMPUTER

EXTENSION OF OIL AND GAS LEASE

This instrument was filed for record on the
13 day of March
A.D. 2008 at 10:30 o'clock A M and duly
recorded in Book 182 on page 57
Fee 8.00
Betty Arkane
Register of Deeds 228

WHEREAS, O'Brien Resources, LLC

is/are the owner(s) and holder(s) of an oil and
gas lease on the following described land in Lane County, State of Kansas :

Northeast Quarter (NE/4)

of Section 36, Township 17S, Range 29W and recorded in
Book 110, Page 156 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on
March 3, 2008 and the said owner(s) and holder(s) desire(s) to have the term of said
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, 2008 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 1st day
of February, 2008.

✓ X Gene W Boomhower
Gene W. Boomhower

✓ X Marlene J Boomhower
Marlene J. Boomhower

STATE OF Kansas)
COUNTY OF Lane)

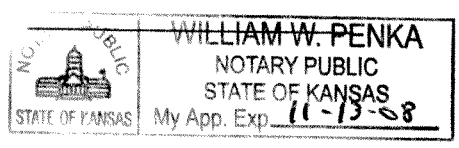
ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this
1st day of February, 2008, 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
William W. Penka



THIS AGREEMENT, Entered into this the 3rd day of March, 2005

between Gene W. Boomhower and Marlene J. Boomhower, his wife
185 N. Highway 23
Dighton, KS 67839

and D. D. Morgen, P. O. Box 1184, Wichita, KS 67201 hereinafter called lessor,
hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of One & No/100 Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of _____

Lane, State of Kansas, and described as follows:

Northeast Quarter (NE/4)

(Subject to Terms and Conditions Exhibit "A" attached herewith.)

In Section 36, Township 17S, Range 29W, and containing 160 acres, more or less.

2. This lease shall remain in force for a term of Three (3) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade, and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty $\frac{1}{8}$ of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty $\frac{1}{8}$ of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty $\frac{1}{8}$ of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph 5 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph 2 hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 3rd day of March, 2006, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank at Dighton, KS 67839, or its successors, which Bank and its suc-

cessors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of One Hundred Sixty and No/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided, and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

9. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to off-measure or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

15. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

16. The unitization of this lease or any portion thereof with any other lease or leases or portions thereof shall be accomplished by the execution and filing by lessee in the recording office of said county of an instrument declaring its purpose to unitize and describing the leases and land unitized, which unitization shall cover the gas rights only and comprise an area not exceeding approximately 640 acres. The royalty provided for herein with respect to gas from gas wells shall be apportioned among the owners of such royalty on minerals produced in the unitized area in the proportion that their interests in the minerals under the lands within such unitized area bear to the minerals under all of the lands in the unitized area. Any well drilled on such unit shall be for all purposes a well under this lease and shall satisfy the rental provision of this lease as to all of the land covered thereby: Provided, however, lessee shall be under no obligation, express or implied, to drill more than one gas well on said Unit.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

X Marlene J. Boomhower (SEAL)
Marlene J. Boomhower (SEAL)

(SEAL)

(SEAL)

X Gene W. Boomhower (SEAL)
Gene W. Boomhower (SEAL)

(SEAL)

(SEAL)

OIL AND GAS LEASE

FROM

TO

Date

Section

Twp.

Rge.

No. of Acres

Term

County

STATE OF

Kansas

County

Lawrence

This instrument was filed for record on the 27

day of April, 2005.

at 11:00 o'clock A. M., and duly recorded

in Book 110 Page 156 of

the records of this office.

By Rutney Johnson
Register of Deeds.

By

When recorded, return to

NUMERICAL

DIRECT

INDIRECT

COMP. ORIG.
COMPUTER

No. _____

Notary Public

My commission expires _____
corporation, on behalf of the corporation,
of _____
by _____

The foregoing instrument was acknowledged before me this _____ day of _____
STATE OF _____
COUNTY OF _____
ACKNOWLEDGMENT FOR CORPORATION (K&OKCoNe)

Notary Public

My commission expires _____
by _____ and _____

The foregoing instrument was acknowledged before me this _____ day of _____
STATE OF _____
COUNTY OF _____
ACKNOWLEDGMENT FOR INDIVIDUAL (K&OKCoNe)

Notary Public

My commission expires _____
by _____ and _____

The foregoing instrument was acknowledged before me this _____ day of _____
STATE OF _____
COUNTY OF _____
ACKNOWLEDGMENT FOR INDIVIDUAL (K&OKCoNe)

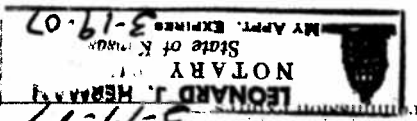
Notary Public

My commission expires _____
by _____ and _____

The foregoing instrument was acknowledged before me this _____ day of _____
STATE OF _____
COUNTY OF _____
ACKNOWLEDGMENT FOR INDIVIDUAL (K&OKCoNe)

Leonard J. Herman
Notary Public

Gene W. Boomhower
his wife



by Gene W. Boomhower and Marlene J. Boomhower,

STATE OF Kansas
COUNTY OF Lane

The foregoing instrument was acknowledged before me this 28 day of March
STATE OF _____
COUNTY OF _____
ACKNOWLEDGMENT FOR INDIVIDUAL (K&OKCoNe)

2005

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 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.
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 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.
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:

✓ X Gene W. Boomhower
Gene W. Boomhower

✓ X Marlene J. Boomhower
Marlene J. Boomhower

EXTENSION OF OIL AND GAS LEASE

WHEREAS, O'Brien Resources, LLC

is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Lane County, State of Kansas

Southeast Quarter (SE/4)

of Section 36, Township 17S, Range 29W and recorded in Book 110, Page 158 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on March 3, 2012 and the said owner(s) and holder(s) desire(s) to have the term of said 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 16th day of December, 20 11.

STATE OF KANSAS, LANE COUNTY, SS
This instrument was filed for record on the 4 day of January A.D. 2012 at 10:40 o'clock A.M. and duly recorded in Book 137 on page 77 Fee 8.00
Janice H. Backhaus
Register of Deeds

X Gene W. Boomhower
Gene W. Boomhower

X Marlene J. Boomhower
Marlene J. Boomhower

NUMERICAL
DIRECT
INDIRECT
COMPUTER ORIGINAL
COMPUTER

STATE OF Kansas
COUNTY OF Lane

ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 21 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
STATE OF KANSAS
My App. Exp. 11-13-12

William W. Penka
Notary Public
William W. Penka

EXTENSION OF OIL AND GAS LEASE

WHEREAS, O'Brien Resources, LLC

is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Lane County, State of Kansas :

Southeast Quarter (SE/4)

of Section 36, Township 17S, Range 29W and recorded in Book 110, Page 158 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on March 3, 2011 and the said owner(s) and holder(s) desire(s) to have the term of said 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, 2011 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 12th day of January, 2011.

NUMERICAL
DIRECT
INDIRECT
 COMP. ORIG.
COMPUTER

X Gene W Boomhower

Gene W. Boomhower

STATE OF KANSAS, LANE COUNTY, SS
This instrument was filed for record on the 20 day of January
A.D. 2011 at 10:45 o'clock AM and
duly recorded in Book 133 on page 141
Fee 8.00.

J. J. Baczowski
Register of Deeds

X Marlene J. Boomhower

Marlene J. Boomhower

STATE OF Kansas)

COUNTY OF Lane)

ACKNOWLEDGEMENT FOR INDIVIDUAL

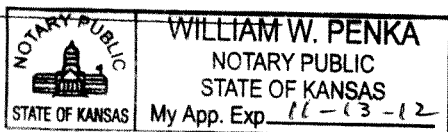
Before me, the undersigned, a Notary Public, within and for said County and State, on this 12 day of January, 2011, personally appeared Gene W. Boomhower and Marlene J. Boomhower, his wife to me personally known to be the identical person s who executed the within and foregoing instrument and acknowledged 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

William W. Penka



DIRECT
INDIRECT
COMP. ORIG.
COMPUTER

27 day of January
A.D. 2010 at 10:30 o'clock A.M.
duly recorded in Book 136 on page 76
Fee 8.00
J. DeBarykowski
Register of Deeds

EXTENSION OF OIL AND GAS LEASE

WHEREAS, O'Brien Resources, LLC

is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Lane County, State of Kansas :

Southeast Quarter (SE/4)

of Section 36, Township 17S, Range 29W and recorded in Book 110, Page 158 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on March 3, 2010 and the said owner(s) and holder(s) desire(s) to have the term of said 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, 2010 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 13th day of January, 2010.

Gene W Boomhower
Gene W. Boomhower

Marlene J Boomhower
Marlene J. Boomhower

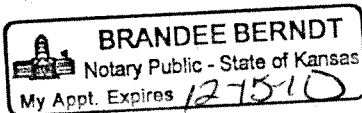
STATE OF Kansas
COUNTY OF Lane

ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 13th day of January, 2010, personally appeared Gene W. Boomhower 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: 12-15-10



Brandee Berndt
Notary Public
Brandee Berndt

EXTENSION OF OIL AND GAS LEASE

WHEREAS, O'Brien Resources, LLC

is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Lane County, State of Kansas :

Southeast Quarter (SE/4)

of Section 36, Township 17S, Range 29W and recorded in Book 110, Page 158 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on March 3, 2009 and the said owner(s) and holder(s) desire(s) to have the term of said 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, 2009 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 12 day of January, 2009.

X Gene W Boomhower

Gene W. Boomhower

STATE OF KANSAS, LANE COUNTY, SS
This instrument was filed for record on the 21 day of January, A.D. 2009 at 11:30 o'clock AM and duly recorded in Book 125 on page 16 Fee 8.00
J. Barabanski
Register of Deeds

NUMERICAL
DIRECT
INDIRECT
COMP. ORIG.
COMPUTER

X Marlene J Boomhower

Marlene J. Boomhower

STATE OF Kansas
COUNTY OF Lane

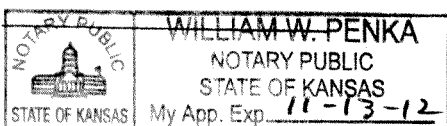
ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 12 day of January, 2009, 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



William W. Penka

EXTENSION OF OIL AND GAS LEASE

This instrument was filed for record on the
13 day of March
A.D. 2008 at 10:30 o'clock A M and duly
recorded in Book 122 on page 56
Fee 8.00
Betty Verhune
Register of Deeds JLB

WHEREAS, O'Brien Resources, LLC

is/are the owner(s) and holder(s) of an oil and
gas lease on the following described land in Lane County, State of Kansas :

Southeast Quarter (SE/4)

of Section 36, Township 17S, Range 29W and recorded in
Book 110, Page 158 of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on March 3, 2008 and the said owner(s) and holder(s) desire(s) to have the term of said 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, 2008 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 1st day of February, 2008.

✓ X Gene W Boomhower
Gene W. Boomhower

✓ X Marlene J Boomhower
Marlene J. Boomhower

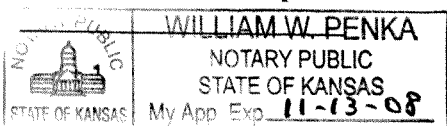
STATE OF Kansas)
COUNTY OF Lane)

ACKNOWLEDGEMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 1 st day of February, 2008, 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
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
Date: March 3, 2005
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 June
A.D. 2007 at 11:30 clock A M and
duly recorded in Book 119 on page 253
Fee 12.00
Betty Jerhume
Register of Deeds

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

Executed this 13 day of June, 2007, to be effective as of this date.

GENE W. BOOMHOWER

By Gene W Boomhower
Marlene J. Boomhower, Attorney-in-Fact for
Gene W. Boomhower, pursuant to General
Durable Power of Attorney dated February 21,
2007

Marlene J Boomhower
MARLENE J. BOOMHOWER

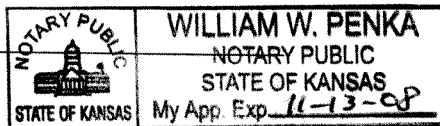
ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss:
COUNTY OF LANE)

The foregoing Amendment was acknowledged before me this 13 day of June, 2007, by Marlene J. Boomhower, individually and as attorney-in-fact for her husband, Gene W. Boomhower.

William W Penka
Notary Public
Typed Name: William W. Penka

My Commission Expires: _____





THIS AGREEMENT, Entered into this the 3rd day of March 2005

between Gene W. Boomhower and Marlene J. Boomhower, his wife 185 N. Highway 23 Dighton, KS 67839

and D. D. Morgen, P. O. Box 1184, Wichita, KS 67201 hereinafter called lessor,

1. That lessor, for and in consideration of the sum of One & No/100 Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Lane State of Kansas, and described as follows:

Lane State of Kansas

Southeast Quarter (SE/4)

(Subject to Terms and Conditions Exhibit "A" attached herewith.)

in Section 36 Township 17S Range 29W

2. This lease shall remain in force for a term of Three (3) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/4 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/4 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/4 of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph 5 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph 2 hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 3rd day of March, 2006, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank at Dighton, KS 67839, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of One Hundred Sixty and No/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided, and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

9. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities therefrom accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

15. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

16. The unitization of this lease or any portion thereof with any other lease or leases or portions thereof shall be accomplished by the execution and filing by lessee in the recording office of said county of an instrument declaring its purpose to unitize and describing the leases and land unitized, which unitization shall cover the gas rights only and comprise an area not exceeding approximately 640 acres. The royalty provided for herein with respect to gas from gas wells shall be apportioned among the owners of such royalty on minerals produced in the unitized area in the proportion that their interests in gas minerals under the lands within such unitized area bear to the minerals under all of the lands in the unitized area. Any well drilled on such unit shall be for all purposes a well under this lease and shall satisfy the rental provision of this lease as to all of the land covered thereby: Provided, however, lessee shall be under no obligation, express or implied, to drill more than one gas well on said Unit.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.
Marlene J. Boomhower (SEAL)
Gene W. Boomhower (SEAL)

OIL AND GAS LEASE

FROM

TO

Date

Section

Twp.

Rge.

No. of Acres

Term

County

STATE OF

County

This instrument was filed for record on the 27

day of April, 2005.

at 11:00 o'clock A.M., and duly recorded

in Book 110 Page 158 of

the records of this office.

Betsy Johnson
Register of Deeds.

By

When recorded, return to

NUMERICAL

DIRECT

INDIRECT

COMPUTER
COMPUTER

No. _____

Notary Public

My commission expires _____

corporation, on behalf of the corporation.

of _____

by _____

The foregoing instrument was acknowledged before me this _____ day of _____

STATE OF _____ COUNTY OF _____
ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

Notary Public

My commission expires _____

by _____

The foregoing instrument was acknowledged before me this _____ day of _____ and _____

STATE OF _____ COUNTY OF _____
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

Notary Public

My commission expires _____

by _____

The foregoing instrument was acknowledged before me this _____ day of _____ and _____

STATE OF _____ COUNTY OF _____
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

Notary Public

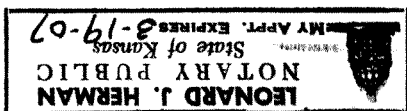
My commission expires _____

by _____

The foregoing instrument was acknowledged before me this _____ day of _____ and _____

STATE OF _____ COUNTY OF _____
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

Notary Public



3-19-07

his wife

by Gene W. Boomhower

The foregoing instrument was acknowledged before me this 28 day of March

STATE OF Kansas COUNTY OF Lane
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

2005

and Marlene J. Boomhower,

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 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.
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 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.
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:

✓ X *Gene W. Boomhower*
Gene W. Boomhower

✓ X *Marlene J. Boomhower*
Marlene J. Boomhower