

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

1072676

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

# NOTICE OF INTENT TO DRILL

Expected Spud Date:	Spot Description:
monun day year	Sec Twp S. R DE  \[ \bigcup_{\lambda} \text{V}
DPERATOR: License#	feet from N / S Line of Section
lame:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State:	County:
ontact Person:	Lease Name: Well #:
hone:	Field Name:
ONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate: I III
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	
	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
Sottom Hole Location:	( <b>Note:</b> Apply for Permit with DWR )
CCC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
ΔF	FIDAVIT
The undersigned hereby affirms that the drilling, completion and eventual pli	
is agreed that the following minimum requirements will be met:	agging of the won win comply with the action to our coq.
Notify the appropriate district office <i>prior</i> to spudding of well;	n drilling rig:
<ol> <li>Notify the appropriate district office <i>prior</i> to spudding of well;</li> <li>A copy of the approved notice of intent to drill <i>shall be</i> posted on each</li> </ol>	5 <i>5</i> ,
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For KCC Use ONLY	
API # 15	_

#### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

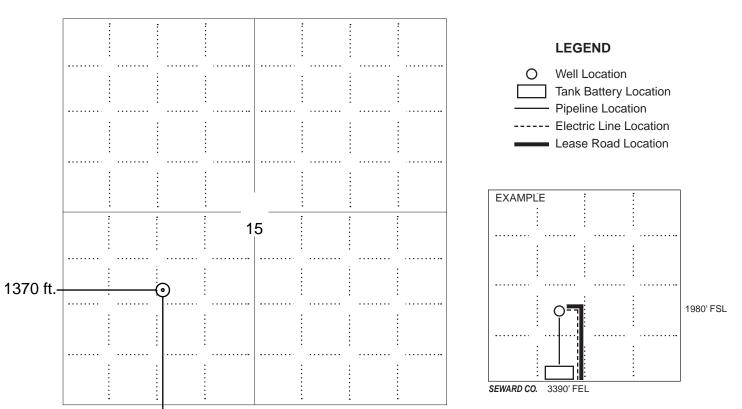
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section feet from E / W 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.

#### 1570 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

072676

Form CDP-1
May 2010
Form must be Typed

### **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

on				
on				
ty				
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S				
lo				



### Kansas Corporation Commission Oil & Gas Conservation Division

1072676

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

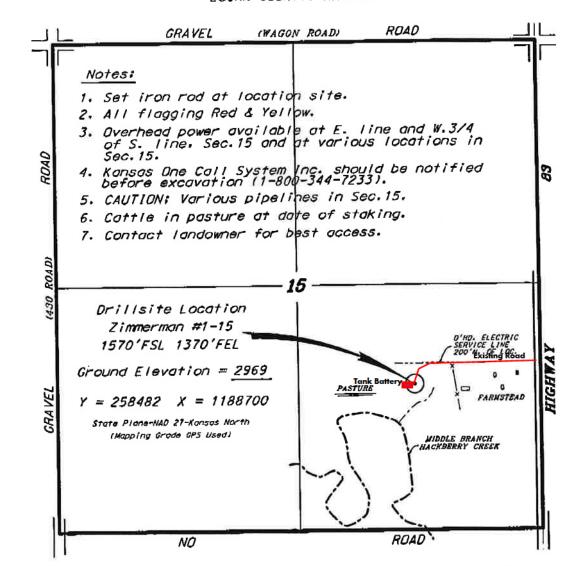
# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

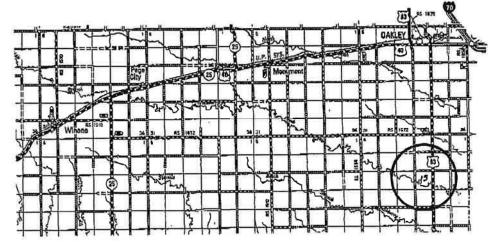
This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

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

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

#### NEW GULF OPERATING, LLC ZIMMERMAN LEASE SE. 1/4, SECTION 15, T125, R32W LOGAN COUNTY, KANSAS





Controlling date is based upon the best mass and photographs available to us and upon a regular section of land containing \$40 ocras.

January 19, 2012

CENTRAL KANSAS OILFIELD SERVICES, INC. (620)792-1977

\*Correction to Oil and Gas Lease dated 12/16/2010, recorded by the Register of Deeds Office at the Logan County, Kansas Courthouse Form 88 - (Producers Special) (Paid-Up) in Book 154 Pages 775-777 63U (Rev. 1993) OIL AND GAS LEASE Schippers-0010 406-C1 2010 December 16th AGREEMENT, Made and entered into the day of by and between, Merle E. Dible and Delma Dible, husband and wife whose mailing address is 121 Cherry Ave. Oakley, KS 67748 , hereinafter called Lessor (whether one or more), and, Kansas CBM LLC, 6310 E. 102nd St. Tulsa, OK 74137 Lessor, in consideration of ten and more

Dollars (\$ 10.00+ ) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its ten and more employees, the following described land, together with any reversionary rights and after-acquired interest, Kansas therein situated in the County of Township 12 South - Range 32 West (Tract 1) Section 05: N/2 (Tract 2) Section 05: S/2 (Tract 3) Section 08: N/2 (Tract 4) Section 08: S/2 1280 XXX XXX XXX acres, more or less, and all accretions thereto In Section Township Range and containing three (3) Subject to the provisions herein contained, this lease shall remain in force for a term of years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled. In consideration of the premises the said lessee covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises 2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph. This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon, except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe lines below plow depth No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the owne a written transfer or assignment or a true copy thereof. In case is, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by the lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so sooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved. \*See 'Rider' attached hereto and made a part hereof; IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses: erle & Diblo

STATE OF	Kansas	ACKNOWLEDG!	MENT FOR INDIVIDUAL		
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Corporation, on behalf My Commission Expi					, Notary Public

Attached to and made a part hereof an Oil and Gas Lease dated December 16th, 2010, by and between Merle E. Dible and Delma Dible, husband and wife, as Lessor and Kansas CBM LLC, as Lessee, covering the following described property in Logan County, Kansas, to wit;

Township 12 South - Range 32 West

158 158

(Tract 1) Section 05: N/2 (Tract 2) Section 05: S/2 (Tract 3) Section 08: N/2 (Tract 4) Section 08: S/2

# Addendum

1. It is understood and agreed that the above-described Tract shall constitute separate and individual Leases according to the terms herein established. Production on any single Tract shall not hold any other Tract Lease by said production.

2. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and

contour as nearly as is practicable.

3. In the event of drilling operations on said land, Lessee or assigns agree to backfill all slush pits, level the location and restore the surface as nearly as is practicable. Lessee or assigns agrees to pay for all damages of any nature arising from its operations on the above-described land.

4. It is understood and agreed that upon the termination of production on the Lease, all equipment of Lessee shall be removed within six (6) months and all sites shall be restored to their original condition a nearly as

is practicable

5. A sufficient dike shall be placed around tank batteries. Also tank batteries and pumping equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle on milo stalks or wheat. Lessee or assigns agrees to comply with all applicable Federal, State and Local laws and regulations.

6. If any part of the leased premises are subject to or enrolled in the Conservation Reserve Program, Lessee shall re-seed to grass all areas thereof affected by Lessee's operations and hold Lessor harmless from penalties or liquidated damages assessed the Department of Agriculture, the Soil Conservation Service or the Agricultural Stabilization and Conservation Services under the Conservation Reserve Program as a

result of Lessee's operations.

7. It is the intention of the parties hereto to cause as little interference with farming operations on said land as possible, including but not limited to the operation of pivotal irrigation sprinklers, or other irrigation methods. If the lands covered hereby are irrigated by the use of a self-propelled overhead sprinkler system, presently in operation or installed hereafter, the Lessee, prior to conducting operations hereon, shall consult with the Lessor in regard to said drilling operations. Said operations shall be conducted in such a manner as will least disturb or interfere with Lessor's irrigation system or the surface contours of the leased premises. Should any alterations to the surface contours be caused by its operations, Lessee, or his assign, shall restore said surface contours to their former condition as nearly as is practicable. In the event of production and continued use of the surface, Lessee, or his assigns, will restore or prepare the surface and situate and install all equipment needed in connection therewith, so that Lessee's use thereof will not interfere with the passage of said over-head sprinkler irrigation system. Any production equipment, including but not limited to pump jacks, hydraulic lifting or other equipment necessary to produce any oil or gas well on said land shall use low profile equipment and/or recess equipment to such depths as to permit the use by Lessor of circular irrigation sprinkler system.

Lessee shall consult with Lessor and obtain consent as to routes of ingress/egress as well as road and equipment placement on said premises for the purpose of drilling and production.

X: Delma Weblo

X: Merle & Diblo

# Schippers 43

Form 88 — (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1993) LS#513

# **OIL AND GAS LEASE**

Reorder No. 09-115 Kansas Blue Print 700 S. Broadway PO Box 703 Wishia, K. 8 97201-0703 316-264-9844-264-5165 fax

	ember 2010
by and between Merle E. Dible and Delma Dibl	le, husband and wife
whose mailing address is 121 Cherry Ave Oakley, KS	67748 hereinafter called Lessor (whether one or more),
	<u>XKXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u>
6310 E 102nd St, Tulsa, OK 74137	, hereinafter caller Lessee:
of investigating, exploring by geophysical and other means, prospecting drilling, mining constituent products, injecting gas, water, other fluids, and air into subsurface strata, layin and things thereon to produce, save, take care of, treat, manufacture, process, store and traproducts manufactured therefrom, and housing and otherwise caring for its employees, the	Dollars (\$ 10.00 ) In hand paid, receipt of which issee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose g and operating for and producing oil, liquid hydrocarbons, all gases, and their respective g pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures ansport said oil, liquid hydrocarbons, gases and their respective constituent products and other e following described land, together with any reversionary rights and after acquired interest,  State of Kansas described as follows to-wite
Township 12 South - Range 32 West	
/Man at 1) G = ti OF : N/2	
(Tract 2) Section 05: N/2 (Tract 2) Section 05: S/2	t 4) Section 08: S/2
(Tract 3) Section 08: N/2	
accretions thereto.	acres, more or less, and all
Subject to the provisions herein contained, this lease shall remain in force for a tass oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, in In consideration of the premises the said lessee covenants and agrees:	erm of three (3) ers from this date (called "primary term"), and as long thereafter a produced from said land or land with which said land is pooled.
	e may connect wells on said land, the equal one eighth (%) part of all oil produced and saved
2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or at the market price at the well, (but, as to gas sold by lessee, in no event more than one premises, or in the manufacture of products therefrom, said nayments to be made month.	used off the premises, or used in the manufacture of any products therefrom, one-eighth (½), beighth (½) of the proceeds received by lessee from such sales), for the gas sold, used off the aly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender such payment or tender is made it will be considered that gas is being produced within the
meaning of the preceding paragraph.  This lease may be maintained during the primary term bereaf without further.	payment or drilling operations. If the lessee shall commence to drill a well within the term
of this lease or any extension thereof, the lessee shall have the right to drill such well to found in paying quantities, this lease shall continue and be in force with like effect as if a	o completion with reasonable diligence and dispatch, and it oil or gas, or either of them, be such well had been completed within the term of years first mentioned.
the said leasor only in the proportion which lessor's interest bears to the whole and undiv	
Lessee shall have the right to use, free of cost, gas, oil and water produced on sai When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.	d land for lessee 8 operation thereon, except water from the wens of lessor.
No well shall be drilled nearer than 200 feet to the house or barn now on said pre Lessee shall pay for damages caused by lessee's operations to growing crops on s	
Lessee shall have the right at any time to remove all machinery and fixtures plac If the estate of either party hereto is assigned, and the privilege of assigning	in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs,
executors, administrators, successors or assigns, but no change in the ownership of the lessee has been furnished with a written transfer or assignment or a true copy thereof. I	he land or assignment of rentals or royalties shall be binding on the leases that after the in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations
	se or releases covering any portion or portions of the above described premises and thereby
surrender this lease as to such portion or portions and be relieved of all obligations as to All express or implied covenants of this lease shall be subject to all Federal and in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if Regulation.	the acreage surrendered.  State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or
any mortgages, taxes or other liens on the above described lands, in the event of default	ed, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment to f payment by lessor, and be subrogated to the rights of the holder thereof, and the under r and release all right of dower and homestead in the premises described herein, in so far lasses is made as recited herein.
Lessee, at its option, is hereby, given the right and power to pool or combine the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to conservation of oil, gas or other minerals in and under and that may be produced from runits not exceeding 40 acress each in the event of an oil well, or into a unit or units record in the conveyance records of the county in which the land herein lessed is sit pooled into a tract or unit shall be treated, for all purposes except the payment of royal found on the pooled acresses it shall be treated, as if production is had from this lesse w	acreage covered by this lease or any portion thereof with other land, lease or leases in the do so in order to properly develop and operate said lease premises so as to promote the said premises, such pooling to be of tracts contiguous to one another and to be into a unit not exceeding 640 acrea each in the event of a gas well. Lessee shall execute in writing and uated an instrument identifying and describing the pooled acreage. The entire acreage so lities on production from the pooled unit, as if it were included in this lease. If production is whether the well or wells be located on the premises covered by this lease or not. In lieu of the opooled only such portion of the royalty stipulated herein as the amount of his acreage
* See 'Rider' attached hereto and ma	ide a part hereof;
• • • • • • • • • • • • • • • • • • •	
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day	and year first above written.
Witnesses: X: \Q_Q_\tau_\tau_\tau\\ \Q_Q_\tau_\tau_\tau_\tau_\tau_\tau_\tau_\tau	x: mala & Dibla
Delma Dible	Merle E. Dible
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#### Township 12 South - Range 32 West

(Tract 1) Section 05: N/2 (Tract 2) Section 05: S/2 (Tract 3) Section 08: N/2 (Tract 4) Section 08: S/2

# Rider

- 1. It is understood and agreed that the above-described Tracts shall constitute separate and individual Leases according to the terms herein established. Production on any single Tract above shall not hold any other Tract Lease by said production.
  - 2. Lessee agrees, all payments made pursuant to this lease, including without limitation, initial bonus consideration and royalty payments, shall be made to Felt Farm Operations, c/o J. Donel Moore, Manager, 14444Behling Road, Concord, MI 4923
  - 3. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and contour as nearly as is practicable.
  - 4. In the event of drilling operations on said land, Lessee or assigns agree to backfill all slush pits, level the location and restore the surface as nearly as is practicable. Lessee or assigns agrees to pay for all damages of any nature arising from its operations on the above-described land.
  - 5. It is understood and agreed that upon the termination of production on the Lease, all equipment of Lessee shall be removed within six (6) months and all sites shall be restored to their original condition a nearly as is practicable
  - 6. A sufficient dike shall be placed around tank batteries. Also tank batteries and pumping equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle on mile stalks or wheat. Lessee or assigns agrees to comply with all applicable Federal, State and Local laws and regulations.
  - 7. If any part of the leased premises are subject to or enrolled in the Conservation Reserve Program, Lessee shall re-seed to grass all areas thereof affected by Lessee's operations and hold Lessor harmless from penalties or liquidated damages assessed the Department of Agriculture, the Soil Conservation Service or the Agricultural Stabilization and Conservation Services under the Conservation Reserve Program as a result of Lessee's operations.
  - 8. It is the intention of the parties hereto to cause as little interference with farming operations on said land as possible, including but not limited to the operation of pivotal irrigation sprinklers, or other irrigation methods. If the lands covered hereby are irrigated by the use of a self-propelled overhead sprinkler system, presently in operation or installed hereafter, the Lessee, prior to conducting operations hereon, shall consult with the Lessor in regard to said drilling operations. Said operations shall be conducted in such a manner as will least disturb or interfere with Lessor's irrigation system or the surface contours of the leased premises. Should any alterations to the surface contours be caused by its operations, Lessee, or his assign, shall restore said surface contours to their former condition as nearly as is practicable. In the event of production and continued use of the surface, Lessee, or his assigns, will restore or prepare the surface and situate and install all equipment needed in connection therewith, so that Lessee's use thereof will not interfere with the passage of said over-head sprinkler irrigation system. Any production equipment, including but not limited to pump jacks, hydraulic lifting or other equipment necessary to produce any oil or gas well on said land shall use low profile equipment and/or recess equipment to such depths as to permit the use by Lessor of circular irrigation sprinkler system.

9. Lessee shall consult with Lessor and obtain consent as to routes of ingress/egress as well as road and equipment placement on said premises for the purpose of drilling and production.

Delma Dible

Merle E. Dible

# AFFIDAVIT OF POSSESSION

		By Fee O	wner	
State of Kansa	}			
County of Logar	<u>,                                     </u>			
<del></del>		I, Merle E.	Dible being dul	y sworn deposes and says:
My name is Merle E.	Dible			
that I am of lawful age and	reside in	Logan	County,	Kansas
That I am an	owner of lands situate	ed in the Coun	try of Logan	
State of Kansa	s, describ	ed as follows,	to wit:	
Township 12 South - Range	32 West			
Section 05: All				
Section 08: All				
•				4.000
<del></del> _	ownship XXX R		_	**************************************
That I, have b	een in open, adverse	e, exclusive, co	ontinuous, and u	ndisputed possession of said lands for
more than	one (1)	years	last past.	
That I am paying taxe	es on, occupying and	cultivating said	l land.	
	and the first of the second of the second of	X:	Moslo	E Doble
			<i>////</i>	Merle E. Dible
			•	
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	ansas 35.	ACKN	OW LEDGMEN (KsOkCo	NT FOR INDIVIDUAL Ne)
····	ogan			in the
				County and State on this (1) /7 **
day of December		, person	ally appeared	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	xxxxxxxxxxx	xxxxxx , to	me personally known to be the identical
person XXXX who exe	ecuted the within and	foregoing inst	rument and ackn	owledged to me that he executed
the same as a free ar	nd voluntary act and	deed for the	uses and purpos	es therein set forth, and at the same
time the affiant was by me	duly sworn to the for	egoing Affidav	it of Possession.	
IN WITNESS written.	WHEREOF, I have	e hereunto se	t my hand and o	fficial seal the day and year last above
My commission expires	4=10-14		El	aire Whole)
				Notary Public LAINE VIII

Hammerhead Resources, LLC 401 E. Douglas Ste 515 Wichita, KS 67202

Cell 316-303-4051, email gbaker1111@aol.com

### **OWNERSHIP REPORT**

Containing

1,280 acres more or less

Land

Logan

Township 12 South - Range 32 West

Kansas

Section 05: All Section 08: All

County,

AFTER A CAREFUL EXAMINATION OF THE COUNTY RECORDS, IT APPEARS THAT THE ABOVE LAND IS OWNED AS FOLLOWS:					
	Address of Mineral Owners	Interest	Net Acres	Leasehold Expiration Date	
Ls # 513 Merle E. Dibl 121 Cherry / Oakley, KS	le and Delma Dible Ave 67748	1/1	1,280	FBO Kansas CBM LLC Exp.12/16/2013 10/3 5/2	
<b>Contact:</b> 785-672-306	65				
				·	
·		-			
Surface Owne	er and Remarks				
Same as ab	ove				
	Liability limited to cost of document.	Expired oil	and gas leas	ses and mortgages not examined.	
Prepared by:	Greg Baker		Date:	# 1/11/2011	

:

Form 88 — (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1993)

#### OIL AND GAS LEASE



	OIL	AND GAS LEASE	AMACE COLL S HOUSE COLL
1000014014	r, Made and entered into the8th day of	October	2007
		a E. Dible, husband and wife	2007
by and between	Merie E. Dible and Delin	a Manualter Administry Character	
whose minilian address	in 121 Cherry Ave, Oakley,	KS 67748hereinal	ter called Lessor (whether one or more),
	Petroleum LLC, 2110 N 1184	_	
and	TOLEGEORGIA SECTION SE	1.07 5465247 145 5 1 5 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
			hereinafter caller Lessee:
of investigating, explo constituent products, i	and of the myaltes berein provided and of the agreen oring by geophysical and other mens, prospecting di injecting gas, water, other fluids, and air into subsurfac produce, save, take care of, treat, manufacture, process, of therefrom, and bousing and otherwise earing for its o	polises (5 1.00 +  Dollars (5 1.	is, telephone lines, and other structures senerally constituent products and other
Township .	12 South - Range 32 West	·	
(Tract 1)	Section 05: N/2		,
(Tract 2)	Section 05: S/2	•	·
• • • • •	Section 08: N/2		
(Tract 4)	Section 08: S/2		•
In SectionXXX.	Township XXX, Ran	ge XXX and containing 1,280	acres, more or less, and all
annutions thereto			fit
In considerati	on of the premises the said lessee covenants and spre-	a force for a term of <u>three (3)</u> years from this date (called my of them, is produced from said land or land with which said is set	•
l∎L To deliv	er to the credit of lessor, free of cost, in the pipe line t	o which leases may connect wells on said land, the equal one eight	th (%) part of all oil produced and saved
at the market price at premiers, or in the m as royalty One Dolla meaning of the preces	lessor for gas of whatsoever nature or kind produced t the well, (but, as to gas sold by lesses, in no event a sanfacture of products therefrom, said payments to be r (\$1.00) per year per net mineral acre retained hereuling caracterists.	and sold, or used off the premises, or used in the manufacture of nore than one-eighth (14) of the proceeds received by lessee from a e made monthly. Where gas from a well producing gas only is no nder, and if such payment or tender is made it will be considered	t sold or used, lesses may pay or tender d that gas is being produced within the
This lease one of this lease or any e found in paving quan	ay be maintained during the primary term hereof wit xtension thereof, the lessee shall have the right to dri tities, this lesse shall continue and be in force with lik	thout further payment or drilling operations. If the lesses shall or il such well to completion with reasonable diligence and dispatch to effect as if auch well had been completed within the term of year to the entire and undivided fee simple setate therein, then the roy of the continuous states of the continuous states therein.	a first mentioned.
the said leaser only it	the blobosice which termor a threcent ocaus to the My	DIE MUN CHINISTON ICE.	•
	nave the right to use, free of cost, gas, oil and water pri led by leasor, lessee shall bury lessee's pipe lines below	educed on said land for lesses's operation thereon, except water fro	om the wells of levior.
	be drilled nearer than 200 feet to the house or barn no		
Leases shall	pay for damages caused by lessee's operations to growl	ng crope on said land.	
If the estate executors, administra leases has been furnis	of either party hereto is assigned, and the privilege stors, successors or assigns, but no change in the ov- shed with a written transfer or assignment or a true of	if lixtures placed on said premises, including the right to draw and of sasigning in whole or in part is expressly allowed, the cover metalip of the land or sassignment of rentals or royalites shall opp thereof. In case lesses asigns this lease, in whole or in part, i	ents bereof shall extend to their heirs, he hinding on the lesses until after the
with respect to the as	sirned partion or portions spising subsequent to the or	ite of assignment. ecord a release or releases covering any portion or portions of the	
All express of in whole or in part, a	s to such portion or portions and he relieved of all obli-	gations as to the acreage surrendered. I Federal and State Laws, Executive Orders, Rules or Regulations therewith, if compliance is prevented by, or if such failure is the	and this lease shall not be terminated,
any mortgages, taxes sizaed lessors, for th	or other liens on the above described lands, in the ex- smarlyes and their heirs, successors and sesions, he:	erein described, and sgrees that the lessee shall have the right at a rent of default of payment by lessor, and be subrugated to the rig rby surrender and release all right of dower and homestead in t	
immediate vicinity is conservation of oil, a or units not exceedin record in the convay pooled into a tract or found on the pooled in reveiling elements.	r and homested may in any way attest the purposes I option, is henriby given the right and power to pool to herrof, when in lessee's judgment it is necessary or as or other minerals in and under and that may be 1 g 40 acres each in the swent of an oil well, or into a race records of the county in which the land herein ruit shall be treated, for all purposes except the pay acresse, it shall be treated as If production is had from serving a medical purpose a modulction regard as the production of the form that the production is the first production as th	r combine the acreage covered by this lesse or any portion thereo.	of with other land, lease or leases in the id lease premises so as to promote the use to one another and to be into a unit well. Leases shall execute in writing and a pooled acreage. The entire acreage so a included in this lease. If production is moved by this lease or not, in lieu of the
* See riđer	attached hereto and made a part h	ereof;	
•			1
		•	•
	•	MONARY PUBLES SYATE OF MANGES MY ASSI, ELS.	
IN WITNESS Witnesses:	S WHEREOF, the undersigned execute this instrument	as of the day and yes first shove written.	<del>(1</del>
- A	ma E. Delle	x: Merle Dio	arphi
		Merle E. Dible	
	E. Dible		
•		s.s.# 513 - 28 - 91	448

The foregoing instrument was acknowledged before me this Ath day of	The foregoing instrument was acknowledged before me this filth—day of .October. 2007.    More   More	STATE OF _Kansas	ACKNOW	VLEDGMENT FOI	R INDIVIDUA	ر (KsOkCoNe)	42 05
My commission expires    Notary Public   Notary Public	My commission expires  ACKNOWLEDGMENT FOR INDIVIDUAL (K4OKCoNe)  The foregoing instrument was acknowledged before me this day of the commission expires  Notary Public  ACKNOWLEDGMENT FOR INDIVIDUAL (K4OKCoNe)  The foregoing instrument was acknowledged before me this day of the commission expires  Notary Public  ACKNOWLEDGMENT FOR INDIVIDUAL (K4OKCoNe)  The foregoing instrument was acknowledged before me this day of the commission expires  Notary Public  ACKNOWLEDGMENT FOR INDIVIDUAL (K4OKCoNe)  The foregoing instrument was acknowledged before me this day of the commission expires  Notary Public  ACKNOWLEDGMENT FOR INDIVIDUAL (K4OKCoNe)  The foregoing instrument was acknowledged before me this day of the commission expires  Notary Public  ACKNOWLEDGMENT FOR CORPORATION (K4OKCoNe)  The foregoing instrument was acknowledged before me this day of the commission expires  ACKNOWLEDGMENT FOR CORPORATION (K4OKCoNe)  The foregoing instrument was acknowledged before me this day of the commission expires  ACKNOWLEDGMENT FOR CORPORATION (K4OKCoNe)  The foregoing instrument was acknowledged before me this day of the commission expires  ACKNOWLEDGMENT FOR CORPORATION (K4OKCoNe)  The foregoing instrument was acknowledged before me this day of the commission expires  ACKNOWLEDGMENT FOR CORPORATION (K4OKCoNe)  The foregoing instrument was acknowledged before me this day of the commission expires  ACKNOWLEDGMENT FOR CORPORATION (K4OKCoNe)						2007
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STATE OF	STATE OF		:	•	$\overline{C}$		<u> </u>
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STATE OF	STATE OF				- CHES EAS	or a lie Nota	ry Public
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ACKNOWLEDGMENT FOR INDIVIDUAL (ROCKONE) The foregoing instrument was acknowledged before me this	COUNTY OF	CONTROL OF		A STATE OF	y Appt. Exp.	06-2010	
The foregoing instrument was acknowledged before me this	The foregoing instrument was acknowledged before me this	STATE OF	ACKNOV	VLEDGMENT FO	RINDIVIDU	AL (KsOkCoNe)	
My commission expires    Notary Public	My commission expires    Notary Public   Notary Public	The foregoing instrument was acknowledged before me	e this	day of		,	
My commission expires  STATE OF	STATE OF						
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The foregoing instrument was acknowledged before me this and	The foregoing instrument was acknowledged before me this	COLINIA OB	ACKNOV	VLEDGMENT FO	R INDIVIDU.	AL (KsOkCoNe)	
PROM  FROM  Twp. Rge.  County  Logar  Logar  Logar  The page 32-55 of Register of Deceds.  Register of Deceds.  Register of Deceds.	My commission expires  No of Acres  Section  Date  Section  Too of Acres  County  County  Any of Deboder  This instrument was filled for record on the growth of this office.  The processed of this office.  When recorded, return to day of Deboder  When recorded, return to day of Deboder  ACKNOWLEDGMENT FOR CORPORATION (K**OkCaNe)  When recorded, return to day of da	The foregoing instrument was acknowledged before my	e this	day of			
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FROM  FROM  Twp. Term  Twp. Rge.  County  County  County  Debober  Logar  Logar	Notary PROM  STATE OF  County Of Acree Term  This instrument was filed for recorded on the Quanty of Detached in Brok 140 or		*	•		4.	
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STATE OF		STATE OFCOUNTY OFThe foregoing instrument was acknowledged before me	ACKNOV		MICROFILMED /	<b>√</b> OSYGON	· · · · · · · · · · · · · · · · · · ·
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COUNTY OF	by	The foregoing instrument was acknowledged before me	e this	day of	<u> </u>		, <del></del> _
COUNTY OF		by			<del></del>		
COUNTY OF day of day of to	corporation, on behalf of the corporation.	of	`a			· · · · · · · · · · · · · · · · · · ·	

Notary Public

My commission expires \_

- 1. Any terraces driven over or altered for drilling or tank locations shall be restored to original *height* and contour as nearly as is practicable.
- 2. In the event of drilling operations on said land, Lessee or assigns agree to backfill all slush pits, level the location and restore the surface as nearly as is practicable. Lessee or assigns agrees to pay for all damages of any nature arising from its operations on the above-described land.
- 3. It is understood and agreed that upon the termination of production on the Lease, all equipment of Lessee shall be removed within six (6) months and all sites shall be restored to their original condition a nearly as is practicable
- 4. A sufficient dike shall be placed around tank batteries. Also tank batteries and pumping equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle on milo stalks or wheat. Lessee or assigns agrees to comply with all applicable Federal, State and Local laws and regulations.
- 5. If any part of the leased premises are subject to or enrolled in the Conservation Reserve Program, Lessee shall re-seed to grass all areas thereof affected by Lessee's operations and hold Lessor harmless from penalties or liquidated damages assessed the Department of Agriculture, the Soil Conservation Service or the Agricultural Stabilization and Conservation Services under the Conservation Reserve Program as a result of Lessee's operations
- 6. If at the end of the primary term, this Lease is not otherwise continued in force under the provisions hereof, this Lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum equal to one half (1/2) the total original per acre bonus paid to Lessor under the initial primary term of said lease multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this Lease; and subject to the other provisions of this Lease. The primary term shall be extended for an additional term of two (2) years from the end of the primary term hereof. It is understood and agreed that the above-described Tracts shall constitute separate and individual Leases according to the terms herein established. Production on any single Tract above shall not hold any other Tract Lease by said production.

X: Delma E. Willa

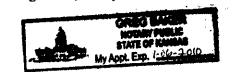
Delma E. Dible

X: Merl& Diblo

Merle E. Dible

# AFFIDAVIT OF POSSESSION

			By Fee C	wner	
State of	Kansas	. <b>)</b> ss.			
County of	Logan	<i>.</i> •			
				I A	Merle E. Dible, being first duly sworn,
			······································		weite E. Dible, bomg mst dary swom,
deposes and say	·s:				
My name	is Merle E. Dible				
that I am of law	ful age and reside in	ı	Logan	County, _	Kansas
That I am	the owner of	lands situated	d in the Cour	itry of Logan	
State of	Kansas	, describe	d as follows,	to wit:	
Township 12 S	South - Range 32 V	Vest			
Section 05: Al		<del></del>			
Section 08: Al					
Section us. Al	LL				
					•
•					
of Section	XXX Township	XXX Ra	nge XXX	and containing	ng 1,280 acres, more or less,
Tha				,	undisputed possession of said lands for
more than	one (	_	year		• •
				_	
mat i am	paying taxes on, oc	cupying and t	outivating sa	iiu iaiiu.	
			7	14 /	e Diffe
•					ξ δυφ
			Mer	e E. Dible	
	,				
STATE OF	Kansas	SS.	ACK	NOWLEDGM	ENT FOR INDIVIDUAL
COUNTY OF	Logan	<b>-</b> }		(KsOk	
			Dublic mile	him and fau anic	l County and State on this 8th
day of C	October,	2007	, persor		Merle E. Dible
XX XXXXXX	xxxxxxxxxx	XXXXXXX	XXXXXX	<u>XX</u> ,	to me personally known to be the identical
person XXX	X who executed the	e within and f	oregoing inst	trument and ack	cnowledged to me that <u>he</u> executed
the same	as a free and volur	ntary act and	deed for the	uses and purp	poses therein set forth, and at the same
time the affiant	was by me duly sw	orn to the fore	going Affida	vit of Possessio	on.
IN '	WITNESS WHERE	OF, I have	hereunto se	et my hand and	official seal the day and year last above
written.	•				
My commission	n expires	1/6/2010			Greg Baker, Notary Public
					with manney towns a money



# **Admission Agreement**

Land description:

STATE OF COUNTY OF **Kansas** <u>Logan</u>

Township 12 South - Range 32 West Section 05: ALL

Section 08: ALL

Since January 2000, no seismic permit has been granted for the above reference tract of which required payment to the landowner that was based on the number of acres surveyed by seismic contractor.

dated 10-8-2007

Hammerhead Resources, LLC c/o Greg Baker 8800 E Harry, # 910, Wichita, KS 67207 Wichita, KS 67207 Cell 316-303-4051, email gbaker1111@aol.com

## **OWNERSHIP REPORT**

1,280 acres more or less

Kansas Containing

**Land** 

Township 12 South - Range 32 West

Section 5: ALL Setion 8: All

County,

THE ABOVE LAND IS OWNED AS FOLLOWS			
Name & Address of Mineral Owners	Interest	Net Acres	Leasehold Expiration Date
Merle E. and Delma E. Dible 121 Cherry Ave Oakley, KS 67748	1/1	1280	fbo Funk Petroleum Exp.10/8/10 10/3, 5/2
Contact: 785-672-3065			
			, .
Surface Owner and Remarks			
Same as above			
Liability limited to cost of documen	nt. Expired oil	and gas leas	es and mortgages not examined.
Prepared by: Greg Baker	•	Date:	# 10/22/2007



# TIDELANDS GEOPHYSICAL

. Schippers 10

101 E. PARK BLVD STE 955 PLANO, TEXAS 75074 Mineral & Surface Permit

**DATE: July 14, 2008** 

PROJECT: SHIPPERS SOUTH 3-D WORKING FOR: TIGER OIL & GAS, LLC

TO: Dible|Merle or Delma 121 Cherry Ave

Oakley KS 67748

# **GEOPHYSICAL PERMIT**

Tidelands Geophysical hereby requests permission to conduct a geophysical survey on the following described lands owned or leased by you in Logan Co., Kansas:

ACREAGE	ABSTRACT/SECTI	ON#	TOWNSHIP/RANGE	•
626 ac	All of Sec 5	12S32W		
622 ac	All of Sec 8	12S32W		
Please indicate your ownership or		nds by checking the a	opropriate blanks below.	
(a) Surface Owner <u>Kurt</u> (c) Surface Tenant/Lessee <u>Kua</u>			Merle Dible &G) Morle Dible	<u> </u>
Amount/Percent to be paid to ten Terms and Conditions: \$3.00 per	ac pasture & \$3.00 per ac cro	piana Crop acreas	e 446 O Pasture acreage /C	s68 to merle
Our operations will be conducted agree to indemnify and hold you hunder this permit. In the unlikely become null and void. For this sei your interests is in the minerals or boundaries of this survey.	narmless from all liability and event that this survey is cancel ismic survey it is our intention hily) owned by you, but that we	claims, if any, that ma lled or moved, we will to include under this le may be aware of at the	y result from the operations cold notify you and this permit shall permit any mineral interests (when his time which may lie within the	ere
If your permission is granted, plea of the permit in the enclosed cour it is not already indicated below. about any Oil and Gas leases and	tesy envelope and retain the o It is very important that you in	ther copy for your reconclude your SSN or Ta	ords. Please fill in your phone hulk it is known and let us known in the control of the control	moer n
All operations will be conducted all liability to or claims from other	at our risk and expense. Tide	lands Geophysical Co operations on your la	will indemnify and hold harmle	ss from
Vibroseis method will be us	sed. PLEASE RETU	IRN AS SOON	AS POSSIBLE	
If this request meets with your Tidelands Geophysical Co.	Inc., P.O. Box 283, Pratt	, KS 67124		rmit to:
Farming/Pasture Tenant, if an	y: Kurt Mourath GAKKEY KS 6775	Phone # SS# 5/3	785-672-375 <sup>0</sup> -64-8033	
			Very truly yours,	
Signature: W.	Dille	Per	mit Agent, Glenda Mitchell	
Date: 7 - 19 -	28	620	-872-3678 Fax: 620-672-	1020.
SS# or Tax ID: 5/3-2	8-9448		and and	725
Telephone No: 785-	672 - 3065	_ A11 of c	ection 8 is in	growin
	<del>1</del> 0	Irrigatel O	ection 8 is in app. If this a Ramont that won	en wait
•	e Rot	ter		((

Permit # <u>HOL-P</u> Date 6/29/2011  Print # Shippers			urvey Company
n : -+Chinnord	Client Company Kansa	I	Lonestar Geophysical
Project Shippers	Tulsa, OK 74137	S	urveys
Surface (	Owners(s)		enant(s)
NameMerle E. & Delem	a E. Dible, etux	Kurt Maurath	
Address 121 Cherry Ave			
Oakley, KS 67748		HOME: 785-67	2-3750
Contact #785-672-3065		CELL: 758-67	
including the exclusive right by you in LOGAN , interests owned by you lyin	t to ingress, on the following County, Kansas. This per ng within the boundaries o	ng described acreage and mit shall include permit f the survey area which	d hereby requests your permission, d/or mineral interest owned or leased ission to survey any and all mineral in may or may not be fully described
Legal Description SECTION	N 08: SW/4 & S/2SE/4	32 WES1	
Please indicate your ow below.  Surface Owner (O&G)	vnership or other rights for t	us to occupy these lands  Surface Tenant	s by checking the appropriate blanks  /Lessee     Mineral Lessee
The owner hereby grants LG	onestar Geophysical S actices and in a prudent an	Surveys_, permission to descript the description of	to survey this land in accordance with permit is subject to the following
operations will be conducted in acco- harmless from and against all actions, permission herein granted. Grantor d- on said program and only on lands de survive any lease, sale, trade or con- successors or assigns. Other Conditions and Remarks: \$5.00 PER ACRE Of	ordance with standard geophysical pra , suits, claims, and demands whatsoev oes hereby give <u>KANSAS CBM LLC</u> escribed herein, and under specific con eveyance of property interests describ	actices and in a prudent, careful er, that may arise from our opera ditions herein stated. Unless othe ed above and made after the ex TIVATED GROUND. THE	act is null and void, and payment will not be due. Ou manner. We further agree to indemnify and hold you tions on the above described property by virtue of you ssignees and subcontractors right to ingress and egres rwise voided by conditions herein, this agreement shall ecuted date of this agreement and will be binding or RE IS A PIVOT IRRIGATION  WET.
Upon completion of seismic a damages (which ever is greate here-in-above described acrea	er) $$3.00$ per acre for pas	amount of the greater of \$ ture/CRP or fallow, will be	per acre for crops or actual
Please indicate below any Tenant Agreement(s): Ple	Tenant Agreement you m	ight have. Permitting f	ees will be paid accordingly.
Please indicate below any Tenant Agreement(s): Ple	Tenant Agreement you m case Check appropriate boxe	ight have. Permitting fes and indicate agreemer	ees will be paid accordingly.  It fractional or percentage
Please indicate below any Tenant Agreement(s): Ple	Tenant Agreement you m	ight have. Permitting fes and indicate agreemer	ees will be paid accordingly.
Please indicate below any Tenant Agreement(s): Ple  No Tenant  Share Crop- (Ow	Tenant Agreement you m case Check appropriate boxe	ight have. Permitting fes and indicate agreemen	ees will be paid accordingly.  It fractional or percentage
Please indicate below any Tenant Agreement(s): Ple  No Tenant  Share Crop- (Ow Cash Rental-	Tenant Agreement you mease Check appropriate boxe  yner% Tenant%  (Tenant 100 % Receives A	ight have. Permitting fees and indicate agreements  ALL permitting fees)	Total Share Crop Acres
Please indicate below any Tenant Agreement(s): Ple  No Tenant  Share Crop- Cash Rental- Acres	Tenant Agreement you mease Check appropriate boxe  yner% Tenant%  (Tenant 100 % Receives A	ight have. Permitting fees and indicate agreements  ALL permitting fees)	TotalCash Rental
Please indicate below any Tenant Agreement(s): Ple  No Tenant  Share Crop- (Ow Cash Rental-Acres  Total Cultivated	Tenant Agreement you mease Check appropriate boxe  yner% Tenant%  (Tenant 100 % Receives A  Acres-Pay Surface Owner  RP Acres - Pay Surface Ow	ight have. Permitting fees and indicate agreements  ALL permitting fees)	Total Share Crop Acres  Total Cash Rental  Pay Tenant%

#### AFFIDAVIT OF IDENTITY

STATE OF OKLAHOMA	)	
COUNTY OF TULSA	) ss )	:
The undersigned, being	of l	a

The undersigned, being of lawful age and duly sworn, states that:

- 1. He is the Land Manager for Kansas CBM, LLC.
- 2. Kansas CBM, LLC entered into an oil and gas lease as lessee with Merle E. Dible and Delma Dible, lessors, dated December 16, 2010, and recorded with the Logan County, Kansas, Register of Deeds at Book 154, Page 775, covering the following described real property located in Logan County, Kansas:

Township 12 South – Range 32 West

Section 05: N/2 Section 05: S/2 Section 08: N/2 Section 08: S/2

- 3. The lease mistakenly identifies the lessee as Kansas CBM instead of its correct legal name of Kansas CBM, LLC.
- 4. This Affidavit is executed and recorded for the purpose of confirming that it was the original intention of the parties to said oil and gas lease that Kansas CBM, LLC, be identified as the lessee therein.

FURTHER AFFIANT SAITH NAUGHT.

W. H. Kopczynski, III Land Manager

SUBSCRIBED AND SWORN to before me a notary public this 15 day of August, 2011.

My Appointment Expires:

State of Kansas

Logan County

Filed For Record Cug . 25 20 11 AD

allibook M. Book 157 Page 661

H 200 Register of Deeds



TERRI L. COLLETTE
Notary Public, State of Oklahoma
Commission # 08011835
My Commission Expires November 21, 2012

MICROFILMED -

### KANSAS CBM LLC 6310 EAST 102<sup>ND</sup> STREET TULSA, OKLAHOMA 74137 TEL: (918)728-3020 FAX: (918) 728-3194

August 23, 2011

#### VIA CERTIFIED MAIL

Logan County Registrar of Deeds 701 West 2nd Oakley, KS 67748

RE: Documents to be recorded

To Whom It May Concern:

Enclosed is one (1) document containing one (1) page each, from Kansas CBM, LLC, to be recorded, along with a check in the amount of \$8.00 for the filing fee of the document. I have also enclosed a self-addressed stamped envelope for the return of the recorded document.

Should you have any questions, please contact me at the number at the top of this letter head. Thank you for your help in this matter.

Sincerely,

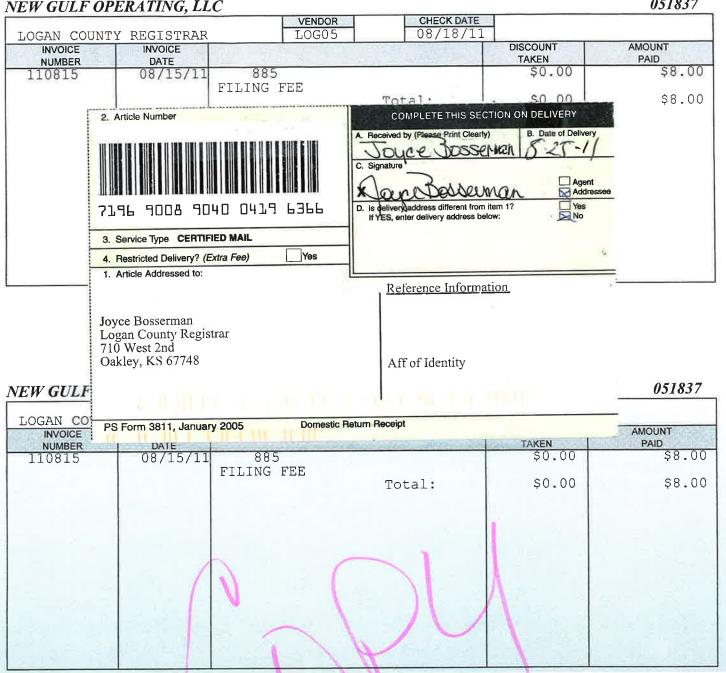
Certified Article Number

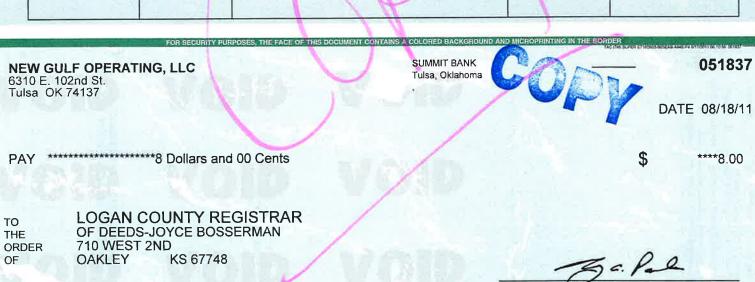
SENDERS RECORD

Rhonda Wyatt Land Tech

**Enclosures:** 

Affidavit of Identity Check Self-addressed stamped envelope







### NEW GULF OPERATING, LLC

September 2, 2011

<u>VIA FIRST CLASS MAIL</u> Merle E. & Delma E. Dible 121 Cherry Ave Oakley, KS 67748

RE: Grasslands #1

North Half of Section 08, T12S, R32W

Logan County, Kansas

Dear Mr. & Mrs. Dible:

Pursuant to our conversation, New Gulf Operating, LLC ("NGO") hereby agrees to the following terms and conditions to settle damages on the Grasslands #1 for the location and road for the well:

1.) NGO shall pay \$1,500.00 for liquidated and agreed upon damages regarding the location and road for the Grasslands #1.

NGO also agrees that after all drilling operations have been completed, all acreage used for drilling operations that are no longer needed for production facilities will be restored to its original condition as reasonably as possible. The damages for a pipeline for natural gas will be discussed and agreed to at a later date, when it is determined if a pipeline is required and the route needed for this pipeline.

As per the second stipulation listed in the Rider of your lease, payment has been made to Felt Farm Operations, c/o J. Donel Moore. Please indicate your acceptance of the terms listed above by executing this Letter Agreement in the space provided below.

Thank you for your help in the matter and we look forward to any future dealings.

	CH
Agreed and Accepted this Late day of September, 2011	Chase Beasley Landman
Merle Dible	Delry Wible





Certified Article Number

7196 9008 9040 0453 7695 SENDERS RECORD

September 2, 2011

**VIA CERTIFIED MAIL** 

**Felt Farm Operations** c/o J. Donel Moore, Manager 14444 Behling Road Concord, MI 49237-9706

the location and road for the well:

RE:

Grasslands #1

North Half of Section 08, T12S, R32W

Logan County, Kansas

Dear Mr. Moore:

Pursuant to my conversation with Merle E. Dible, New Gulf Operating, LLC ("NGO") hereby agrees to the following terms and conditions to settle damages on the Grasslands #1 for

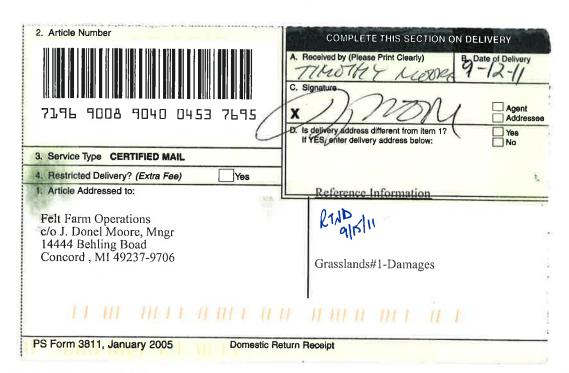
1.) NGO shall pay \$1,500.00 for liquidated and agreed upon damages regarding the location and road for the Grasslands #1.

NGO also agrees that after all drilling operations have been completed, all acreage used for drilling operations that are no longer needed for production facilities will be restored to its original condition as reasonably as possible. The damages for a pipeline for natural gas will be discussed and agreed to at a later date, when it is determined if a pipeline is required and the route needed for this pipeline.

As per the second stipulation listed in the Rider of the Dible's Lease, you will find enclosed a check in the amount of \$1,500.00 to cover this agreement. Please indicate your acceptance of the terms listed above by executing this Letter Agreement in the space provided below.

Thank you for your help in the matter and we look forward to any future dealings.

Agreed and Accepted this day of September, 2	Sincerely,  Chase Beasley Landman
Felt Farm Operations	



NEW GULF OPERATING, LLC

051931

			VENDOR		CHECK DATE		
FELT FARM OPERATIONS		FEL31 09/		09/08/11			
INVOICE NUMBER	INVOICE DATE					DISCOUNT TAKEN	AMOUNT PAID
110902	09/02/11	902 SURFACE	DAMAGES-	-GRASSI	ANDS	\$0.00	\$1,500.00
					al:	\$0.00	\$1,500.00
							2 - 1 - 1
						1 100	
	W 1					100	
				a descri			

FOR SECURITY PURPOSES, THE FACE OF THIS DOGUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

NEW GULF OPERATING, LLC 6310 E. 102nd St. Tulsa OK 74137 SUMMIT BANK Tulsa, Oklahoma A94E-F4 9/7/2011 15:51 30 05:1931 \*\*\*\*\*\*\$1 50

DATE 09/08/11

AY \*\*\*\*\*\*\*\*\*\*\*\*\*1,500 Dollars and 00 Cents

COPY

\$ \*\*\*\*1,500.00

TO THE ORDER OF FELT FARM OPERATIONS C/O J DONEL MOORE, MGR 14444 BEHLING RD CONCORD MI 49237-9706

Ba. Pal

SECURITY FEATURES INCLUDED. DETAILS ON BACK

(Rev. October 2007 Department of the Treasury Internal Revenue Service

## **Request for Taxpayer Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

2.	Felt Farm Operations							
on page	Business name, if different from above	OI	DW					
Print or type Specific Instructions on page	Check appropriate box: Individual/Sole proprletor Corporation Partnership  Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership)   Other (see instructions)							
Print ecific Inst	14444 Behling Road	6310 Ea	New Gulf Operating, LLC 6310 East 102 <sup>nd</sup> St. Tulsa, Ok 74137					
See <b>Sp</b>	Concord, MI 49237 List account number(s) here (optional)	Tuisa, O	K 14131					
Par	t I Taxpayer Identification Number (TIN) If more than one person is named o	n lease, ple	ase indicate	e which TIN is provided				
back alien	Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.							
	. If the account is in more than one name, see the chart on page 4 for guidelines on whose to enter.	•	Employer id	entification number				
Par	t II Certification							
Unde	r penalties of perjury, I certify that:							
1. T	he number shown on this form is my correct taxpayer identification number (or I am waiting	for a numb	per to be iss	sued to me), and				
R	am not subject to backup withholding because: (a) I am exempt from backup withholding, levenue Service (IRS) that I am subject to backup withholding as a result of a failure to rep otified me that I am no longer subject to backup withholding, and	or (b) I hav oort all intere	e not been est or divide	notified by the Internal nds, or (c) the IRS has				
3. I	am a U.S. citizen or other U.S. person (defined below).							
withh	fication instructions. You must cross out item 2 above if you have been notified by the IF olding because you have failed to report all interest and dividends on your tax return. For nortgage interest paid, acquisition or abandonment of secured property, cancellation of del	eal estate tr	ansactions.	item 2 does not apply.				

arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must

#### Signature of Here U.S. person 🛭 General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

provide your correct TIN. See the instructions on page 4.

#### Purpose of Form

Sign

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- · A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or

Date •

A domestic trust (as defined in Regulations section)

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States. provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,