

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

1076876

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

# NOTICE OF INTENT TO DRILL

Expected Spud Date:	Spot Description:
month day year	Sec Twp S. R
DPERATOR: License#	feet from N / S Line of Section
Name:	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:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: 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):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
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:
If OWWO: old well information as follows:	Surface Pipe by Alternate: I II
	Length of Surface Pipe Planned to be set:  Length of Conductor Pipe (if any):
Operator:	Projected Total Depth:
Well Name: Original Total Depth:	Formation at Total Depth:
Original Completion Date Original Total Deptil	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well   Farm Pond   Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	( <b>Note:</b> Apply for Permit with DWR)
(CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
AFF	If Yes, proposed zone:
	IDAVIT
The undersigned hereby affirms that the drilling, completion and eventual plu	IDAVIT
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Side Two



SEWARD CO. 3390' FEL

1980' FSL

For KCC Use ONLY	
API # 15	-

Operator: \_

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

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

Location of Well: County: \_\_

Lease:	feet from N / S Line of Sectionfeet from E / W Line of Section Sec. Twp. S. R. E W  Is Section: Regular or Irregular
QTR/QTR/QTR of acreage:	If Section is Irregular, locate well from nearest corner boundary.  Section corner used: NE NW SE SW
Show location of the well. Show footage to the nearest le lease roads, tank batteries, pipelines and electrical lines, as requ	Pease or unit boundary line. Show the predicted locations of uired by the Kansas Surface Owner Notice Act (House Bill 2032). Separate plat if desired.
2600 ft.	EXAMPLE : : : : : : : : : : : : : : : : : : :

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

#### 2470 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 076876

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



# Kansas Corporation Commission Oil & Gas Conservation Division

1076876

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

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

Select the corresponding form being filed: C-1 (Intent) CB-1 (	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R 🔲 East 🗌 West
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: 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 k batteries, pipelines, and electrical lines. The locations shown on the plat n the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
Select one of the following:	
owner(s) of the land upon which the subject well is or will be le CP-1 that I am filing in connection with this form; 2) if the form I form; and 3) my operator name, address, phone number, fax, a	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this
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 will be returned.
Submitted Electronically	_



63U (Rev		OII AND	GAS LEASE	Reorder No 09-115		Michia KS, 67201-0790 1-888-4KSBLUE 1-316-264-9344 Wichita 1-316-264-9165 fax www.kbp.com + kbp@kbp.com
					ne prographici	
AGREEMENT, Made a		day of	November Virginia A. Die	ttorish Co	Manual trans	2006
y and between	The State of the S	A PARTY COLUMN TO THE REAL PROPERTY COLUMN TO THE REAL PRO	t dated 5-13-19		-Trustee	3
	Virginia A.	Dietterich	Prust dated 5-1	13-1982		MET THEORY OF THE PROPERTY CONTINUES IN CONT
hose mailing address is	Ransom, Kan	sas 67572		hereina	fter called Lesso	r (whether one or more)
nd	Palomino Pe	troleum Inc.				
					, h	ereinafter caller Lessee:
onstituent products, injecting g	of On e royalties herein provided and o teophysical and other means, pr tags, water, other fluids, and air in tave, take care of, treat, manufact m, and housing and otherwise or Ness	nto subsurface strata, layir ture, process, store and tra raring for its employees, the	ng pipe lines, storing oil, build	ing tanks, power station rbons, gases and their re ogether with any reversi	ns, telephone lin espective constitutionary rights and	es, and other structures uent products and other lafter-acquired interest,
	Town	ship 16 Sout	h, Range 25 Wes	st		
		ion 13: W/2	and the second s			
	Becc	1011 13: W/ Z				
n Section	Township	Range	, and containing	32	0 acr	es, more or less, and all
ccretions thereto.	as herein contained, this lease sh or other respective constituent p	, nange	.Three (3)			and as long thousafter
Subject to the provision s oil, liquid hydrocarbons, gas	s herein contained, this lease sh or other respective constituent p	all remain in force for a t products, or any of them,	is produced from said land or	rs from this date (called land with which said la	"primary term"; and is pooled.	, and as long thereafter
in consideration of the	bremises the sam lessee covenar	nes and agrees.				
1st. To deliver to the com the leased premises.	credit of lessor, free of cost, in th	ne pipe line to which lesse	e may connect wells on said	land, the equal one-eigh	th (%) part of all	oil produced and saved
2nd To pay lessor for	gas of whatsoever nature or kin	nd produced and sold, or	used off the premises, or use	d in the manufacture of	any products th	erefrom, one-eighth (%)
s royalty One Dollar (\$1.00) p	e of products therefrom, said pager year per net mineral acre re	tained hereunder, and if	such payment or tender is m	ade it will be considere	d that gas is bei	ng produced within the
reaning of the preceding parag	and a second standard the and a second term	m hereof without further	payment or drilling operation	ns. If the lessee shall c	ommence to dril	a well within the term
f this lange or any extension t	thereof, the lessee shall have the s lease shall continue and be in f	a right to drill such well t	to completion with reasonable	e diligence and dispatch	, and if oil or g	us, or either or mem, be
If said lessor owns a le	ess interest in the above describ	bed land than the entire	and undivided fee simple est	ate therein, then the roy	valties herein pr	ovided for shall be paid
he said lessor only in the prope	ortion which lessor's interest bea	ars to the whole and undi	vided fee.			
	ight to use, free of cost, gas, oil s or, lessee shall bury lessee's pipe		id land for lessee's operation	thereon, except water from	om the wells of i	esor.
	nearer than 200 feet to the hous		emises without written conse	nt of lessor.		
Lessee shall pay for da	mages caused by lessee's operati	ions to growing crops on	said land.			
Lessee shall have the ri	ight at any time to remove all m party hereto is assigned, and t	achinery and fixtures pla	ced on said premises, including	ng the right to draw and	l remove casing.	Il extend to their heirs
essee has been furnished with	a written transfer or assignment rtion or portions arising subsequ	nt or a true copy thereof. Lent to the date of assigns	In case lessee assigns this les	ise, in whole of in part,	leader Brian be it	merca of an oonganon
Lessee may at any tim	e execute and deliver to lessor	or place of record a relea	se or releases covering any p	portion or portions of th	e above describe	d premises and thereby
A 11	portion or portions and be relieve covenants of this lease shall be	blood to all Padagal and	d Ctate I ama Executive Orde	ers, Rules or Regulations	, and this lease	shall not be terminated
n whole or in part, nor lessee : Regulation.	held hable in damages, for fallu	ire to comply therewith, I	compliance is prevented by	or it such failure is the	, tours on my	
Lessor hereby warrants	s and agrees to defend the title to liens on the above described lan and their heirs, successors and					
is said right of dower and hom	estead may in any way affect the hereby given the right and pow	he purposes for which this	lease is made, as recited here	ein.		
conservation of oil, gas or other	er minerals in and under and th	hat may be produced from	n said premises, such pooling	in the event of a gas v	vell Lessee shal	l execute in writing and
ecord in the conveyance recor	rds of the county in which the	land herein leased is si	tuated an instrument identif	nooled unit as if it wer	e included in th	is lease. If production is
	shall be treated, for an purposes ex shall be treated as if producition cified, lessor shall receive on p					
laced in the unit or his royalty	y interest therein on an acreage	basis bears to the total ac	creage so pooled in the particu	lar unit involved.		
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Comits 44						
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haber.						
	OF, the undersigned execute thi	s instrument as of the da	y and year first above writter	1.		
Witnesses:	Alli He-	11	_ ()	20	'inttail	J. 17
(pun a	· Martiere	a crain	ce Ule	anso or y	- William	m i
/ John	L. Dietterich, 7	frustee	Vir	ginia A. Die	tterich,	Trustee

State of Kansas Ness County

Book: 305 Page: 641

Receipt \*: 1854
Pages Recorded: 2
Cachier Initials: MH

Date Recorded: 11/27/2006 12:20:00 PM

# EXTENSION OF OIL AND GAS LEASE

PALOMINO PETROLEUM INC.

WHEREAS,		,		
		is the owner an	d holder of an oil and gas	s lease on
e following described land in	Ness	County, State of	Kansas	10000 011
•	Township 16 South	n, Range 25 West		
	Section 13: W/2			
Section, Township _	, Range	and recorded in book	305 , Page	64
the Records of said County, and		11-6-20	009	
VHEREAS, said lease expires in the the the said owner and holder desires	absence of drilling operation to have the term of said lease	s on	009	
NOW, THEREFORE, the undersigned	d, for themselves, their heirs,	executors, administrators and a	ssions, for and in conside	eration of
Ten and More				
ree: that the said term of said lease sh	hall be and is hereby extende	nd paid, the receipt whereof is he d, with the same tenor and effect	ereby acknowledged, doe as if such extended term	as hereby
ginally expressed in such lease, for a		Two (2)		
he said expiration thereof and as long said lease, subject however, in all c	thereafter as oil or gas (inclu	ding casinghead gas) is produce ons and conditions of said leas	years from d from any well on the land e or said lease as modifie	horavon
odification thereof may have been he ider the terms of this extension; and t	retofore executed; that no de that all previous rentals due t	elay rental is due and payable on under the terms of said lease hay	11-6-2009 te been timely and proper	rly paid.
N WITNESS WHEREOF, this instrum		22		
April	g / To this life	, 20 .09		
y of APLII		, 20	c 0	
10 Month D-1	*	John of	Dietterite	Ta
l2 North Delaware ansom, Kansas 67572		John L.		istee
nacini, Kansas 6/5/2		THE PERSON NAMED IN COLUMN 2 I	erich Trust date	
	*	Virginia A. D	ietterich Trust	dated
		11	1 5 :57 50	71.0
		Virgini John L. Diett	à A. Dietterich, erich Trust date	Trus
		Virginia A. D	ietterich Trust	dated
Vanana				
ATE OFKansas				
OUNTY OFNess		ACKNOWLEDGEMENT FOR IN	DIVIDUAL (Kans. Okla. ar 23rd	id Colo.)
Before me, the undersigned, a Notary	00	T-leve	L. Dietterich ar	od Visc
ofApril.	.20	personally appeared		
Dietterich, Trustees	of the John L. Die	etterich Trust and V	irginia A. Diett	erich
both dated 5-13-82				
me personally known to be the identi			trument and acknowledge	ed to me
they		their	_free and voluntary act a	ind deed
the uses and purposes therein set fo N WITNESS WHEREOF, I have hereu		seal the day and year last above	written	
Pour	THE STATE OF THE S	O	MAWITT	
commission expires	RICHARD AL  NOTARY PU		NOTARY PUBLIC	-
N. S.	STATE OF KA	MSAS	Richard Alldritt	
ATE OF	My Appt Exp.	Control of the Contro		
OUNTY OF	\$8. 7	TCRNOWEEDGEMENT FOR CO		
Be it remembered that on this		foresaid came		ligned, a
,		Totala, James		sident of
2.001001	ation of the State of	/		
to be the same person who execute nowledged the execution of the sam	ed as such officer the foregoi ne for himself and for said co	rporation for the uses and purpo	f of said corporation, and ses therein set forth.	the duly
y commission expires	CR OF			
		191	NOTARY PUBLIC	
	SPAI	S		
	OLAL:			
	Č.		e of Kansas - Ness Coun	
*	COUNTY		ok: 322 Page: 279	

State of Kansas - Ness County

Book: 322 Page: 279

Recording Fee: \$8.00
Pages Recorded: 1
Cashier Initials: MH

Date Recorded: 4/29/2009 L:L0:00 PM

Receipt \*: 9036 Page: 58
Pages Recorded: 1
Cashior Initiate: MH
Date Recorded: L1/4/2011 10:10:00 AM

# EXTENSION OF OIL AND GAS LEA

Township 16 South, Range 25 West Section 13: W/2  Disection  Township — Range — and recorded in book 305 — Page 641  WHEREAS, said lease expires in the absence of drilling operations on	, Mara		10 1110 04711	er and holder of an o	il and gas lease or
Section 13: W/2    Section   Township   Range   and recorded in book   305   Page   641	ne following described land in Ness		County, State of K	ansas	
WEBERS, self-lesse expires in the absence of drilling operations on driving operations of driving operations of said lease or said ease, solid operations of said lease or said ease as modified, if an oddification thereof may have been heretofore executed, that no delay rental is due and payable on driving or said ease, solid ease or said ease as modified, if an oddification thereof may have been heretofore executed, that no delay rental is due and payable on driving of the terms of this extension, and that all previous rentals due under the terms of said lease have been timely and properly paid in the difference of this extension. And that all previous rentals due under the terms of said lease have been timely and properly paid in the difference of the extension		Township 16 Sc Section 13: W/2	uth, Range 25 We	st	
ATE OF Kansas  Salore me, the undersigned, a Notary Public, within and for said County and State, on this  WITNESS WHEREOF, this processes of the John L. Dietterich Trust dated 5-13-82  Virginia A. Dietterich Co-Trustee  John L. Dietterich Trust dated 5-13-82  Virginia A. Dietterich Co-Trustee  John L. Dietterich Trust dated 5-13-82  Virginia A. Dietterich Co-Trustees of the John L. Dietterich Trust and dated 5-13-82  Work of the John Co-Trustees of the John L. Dietterich Trust and the Virginia A. Dietterich Trust both dated 5-13-82  Virginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust and the Virginia A. Dietterich Trust both dated 5-13-82  Wirginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust and the Virginia A. Dietterich Trust both dated 5-13-82  Wirginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust and the Virginia A. Dietterich Trust both dated 5-13-82  Wirginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust dated 5-13-82  Wirginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust dated 5-13-82  Wirginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust dated 5-13-82  Wirginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust dated 5-13-82  Wirginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust dated 5-13-82  Wirginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust dated 5-13-82  Wirginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust dated 5-13-82  Wirginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust dated 5-13-82  Wirginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust dated developed to me personally known to be the identical person. S. who executed the within and foregoing instrument and acknowledged to me personally known to be the identical person. S. who executed the within and foregoing instrument and acknowledged to me personally known to be the identical person. S. who executed the within and foregoing instrument and acknowledged to me person expersory.	Section, Township the Records of said County, and	, Range	and recorded in bo	ok_305Pa	641
The first of the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had bet ginally expressed in such lease, for a period of TVO (2) the said expiration thereof and as long thereafter as oil or gas (including desinghead gas) is produced from any well on the land covered the said expiration thereof and as long thereafter as oil or gas (including desinghead gas) is produced from any well on the land covered and as long thereafter as oil or gas (including desinghead gas) is produced from any well on the land covered and expiration thereof many have been herotofore executed; that no delay rental is due and payable on 14-6-17 dear the terms of this extension; and that all previous rentals due under the terms of said lease and expand the expiration of the 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 Virginia A. Dietterich, Co-Trustee  John L. Dietterich Trust dated 5-13-82  Virginia A. Dietterich Trust dated 5-13-82  Virginia A. Dietterich Trust dated 5-13-83  112 North Delaware  Ransom, KS 67572  3. ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans. Okla. and Colo. Provided Colors of the United States) of the John L. Dietterich Trust both dated 5-13-83. The United States of the John L. Dietterich Trust both dated 5-13-83. The United States of the John L. Dietterich Trust and the Virginia A. Dietterich Trust both dated 5-13-83. The United States of the John L. Dietterich Trust and the Virginia A. Dietterich Trust both dated 5-13-83. The Dietterich Trust and proposes therein set forth.  WESLEY I. PENNER, JR. NOTARY PUBLIC.  NOTARY PUBLIC.  WESLEY I. PENNER, JR. NOTARY PUBLIC.  NOTARY PUBLIC.  WESLEY I. PENNER, JR. NOTARY PUBLIC.  NOTARY PUBLIC.  WESLEY I. PENNER, JR. Penner, Jr. Fersioner. Jr. State of Kansas and purposes there	WHEREAS, said lease expires in the abserted the said owner and holder desires to ha	nce of drilling operation ve the term of said lease	11-6-11 (as exte extended;	nded Book 322, P	age 279)
ignally expressed in such lease, for a period of Two (2) gas (including casinghead gas) is produced from any well on the land covered the said ease, subject however, in all other respects, to the provisions and conditions of said lease or said lease, subject however, in all other respects, to the provisions and conditions of said lease or said lease, as ubject however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if an oddification thereof may have been heretofore executed, that no delay rental is due and payable on additional control of the extension, and that all previous rentals due under the terms of said lease have been timely and properly paid in with the said that the terms of said lease have been timely and properly paid in with the said that the terms of said lease have been timely and properly paid in with the said that the terms of said lease have been timely and properly paid in with the said that the terms of said lease have been timely and properly paid in with the said that the terms of said lease have been timely and properly paid in with the said lease have been timely and properly paid in with the said lease have been timely and properly paid in with the said lease have been timely and properly paid the terms of said lease have been timely and properly paid the terms of said lease have been timely and properly paid the said that the terms of said lease have been timely and properly paid the said that the terms of said lease have been timely and properly paid the said that the terms of said lease have been timely and properly paid that the said that the terms of said lease have been timely and properly paid that the said that the said that the terms of said lease have been timely and properly paid that the said that the sai	NOW, THEREFORE, the undersigned, for Fen and More				
TATE OF Kansas  Selfore me, the undersigned, a Notary Public, within and for said County and State, on this  John L. Dietterich Trust dated 5-13-82  Virginia A. Dietterich Co-Trustee  John L. Dietterich Trust dated 5-13-82  Virginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust and the Virginia A. Dietterich and development, the undersigned, a Notary Public, within and for said County and State, on this  John L. Dietterich Trust both dated 5-13-82  Virginia A. Dietterich, Co-Trustee  John L. Dietterich Trust dated 5-13-82  Virginia A. Dietterich Trust dated 5-13-82  Virginia		and is hereby extended	o paid, the receipt whereo , with the same tenor and s	if is hereby acknowled effect as if such exten	dged, does hereby ded term had beer
ATE OF Kansas  Salack Edward A Dietterich Co-Trustee  John L. Dietterich Trust dated 5-13-82  Virginia A. Dieterich Trust dated 5-13-82  Virginia A. Dieteric	f the said expiration thereof and as long then y said lease, subject however, in all other	eafter as oil or gas (includerespects, to the provision	ns and conditions of said	lease or said tease a	
John L. Dietterich, Co-Trustee  John L. Dietterich, Co-Trustee  John L. Dietterich, Co-Trustee  John L. Dietterich Trust dated 5-13-82  Virginia A. Dietterich Trust dated 5-13-83  112 North Delaware  Ransom, KS 67572  Sa AGKNOWLEDGEMENT FOR INDIVIDUAL (Kans. Okia. and Colo. Before me. the undersigned, a Notary Public, within and for said County and State, on this John L. Dietterich and Virginia A Dietterich, Co-Trustees of the John L. Dietterich Trust and the Virginia A. Dietterich Trust both dated 5-13-82 and Virginia A Dietterich, Co-Trustees of the John L. Dietterich Trust and the Virginia A. Dietterich Trust both dated 5-13-82 and Virginia A. Dietterich Trust doth dated 5-13-82 and Virginia A. Dietterich Trust doth dated 5-13-82 and Virginia A. Dietterich Trust doth dated 5-13-82 and Virginia A. Dietterich Trust both dated 5-13-82 and Virginia A. Dietterich Trust dated 5-13-82 a	nder the terms of this extension; and that a	Il previous rentals due u	nder the terms of said leas		nd properly paid.
Virginia Dietterich, Co-Trustee  John L. Dietterich, Co-Trustee  John L. Dietterich, Co-Trustee  John L. Dietterich, Co-Trustee  John L. Dietterich, Co-Trust dated 5-13-82  Virginia A. Dietterich Trust dated 5-13-82  112 North Delaware  Ransom, KS 67572  Sa. ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans. Okia. and Colo. Dietterich and Logical Presenting and State, on this Logical Presenting and State, on this Logical Presenting and State, on this Logical Presenting and Logical Presenting and Logical Presenting and State, on this Logical Presenting and Lo		s signed on this the	11	,	
Virginia Dietterich, Co-Trustee  John L. Dietterich Trust dated 5-13-82  Virginia A. Dietterich Trust dated 5-13-82  Virginia A. Dietterich Trust dated 5-13-82  112 North Delaware  Ransom, KS 67572  Sa. ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans. Okia. and Colo. Before me, the undersigned, a Notary Public, within and for said County and State, on this personally appeared John L. Dietterich and Virginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust and the Virginia A. Dietterich Trust both dated 5-13-82 who executed the within and foregoing instrument and acknowledged to me at their research purposes therein set forth.  NOTARY PUBLIC STATE OF KANSAS WESLEY L. PENNER, JR. NOTARY PUBLIC STATE OF KANSAS WESLEY L. PENNER D. P. PENNER	ly of Microsoft	•	, 20	P. Duttere	6 TTEE
Virginia A. Dietterich, Co-Trustee  John L. Dietterich Trust dated 5-13-82  Virginia A. Dietterich Trust dated 5-13-82  Virginia A. Dietterich Trust dated 5-13-82  112 North Delaware  Ransom, KS 67572  SS. ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans. Okia. and Colo. Before me, the undersigned, a Notary Public, within and for said County and State, on this sy of November 10 personally appeared John L. Dietterich and Virginia A. Dietterich, Co-Trustees of the John L. Dietterich Trust and the Virginia A. Dietterich Trust both dated 5-13-82 me personally known to be the identical person S who executed the within and foregoing instrument and acknowledged to me at their executed the same as their free and voluntary act and deed the University of the uses and purposes therein set forth.  NOTARY PUBLIC STATE OF KANSAS WESLEY L. PENNER, JR. WESLEY L. PENNER, JR. Wesley L. Penner, Jr. NOTARY PUBLIC STATE OF KANSAS WESLEY L. PENNER, JR. Wesley L. Penner, Jr. STATE OF KANSAS WESLEY L. PENNER, JR. Wesley L. Penner, Jr. Dietterich to this membered that on this day of president of the county and state aforesaid, came president of the president of the county and state aforesaid, came president of the president of the county and state aforesaid, came president of the president of the county and state aforesaid, came president of the county and state aforesaid.			John L. Diet	terich, Co-Trustee	
Virginia A. Dietterich Trust dated 5-13-8.  112 North Delaware  Ransom, KS 67572  SS. ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans. Okla. and Colo. Objective me, the undersigned, a Notary Public, within and for said County and State, on this St. Vol. 10 Notary Public, within and for said County and State, on this J. J. John L. Dietterich and John L. Dietterich and John L. Dietterich Trust both dated 5-13-82 me personally known to be the identical person S who executed the within and foregoing instrument and acknowledged to me the uses and purposes therein set forth. New Investment and acknowledged to me the uses and purposes therein set forth. New Investment and acknowledged to me the uses and purposes therein set forth. New Investment and acknowledged to me the uses and purposes therein set forth. Notary Public STATE OF KANSAS WESLEY L. PENNER, JR. WESLEY L. PENNER, JR. NOTARY PUBLIC STATE OF KANSAS Wesley L. Penner, Jr. NOTARY PUBLIC STATE OF KANSAS Wesley L. Penner, Jr. FOR CORPORATION Let it remembered that on this day of , 20 , before me, the undersigned, a president of president of the county and state aforesaid, came president of the president of the county and state aforesaid, came president of the county and state aforesaid.			Virginia A. D		***************************************
Ransom, KS 67572  SS. ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans. Okia. and Colo. Dietterich met. the undersigned, a Notary Public, within and for said County and State, on this growth of the undersigned of the John L. Dietterich and growth of the identical person so who executed the within and foregoing instrument and acknowledged to me their executed the same as their free and voluntary act and deed the uses and purposes therein set forth.  No WITNESS WHEREOF, I have hereunto set my frand and official seal the day and year last above withen.  WESLEY L. PENNER, JR.  NOTARY PUBLIC STATE OF KANSAS STATE OF			John L. Die	tterich Trust dat	ed 5-13-82
Ransom, KS 67572  SS. ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans. Okla. and Colo. Defore me, the undersigned, a Notary Public, within and for said County and State, on this you within and for said County and State, on this you within and for said County and State, on this you within and for said County and State, on this you within and for said County and State, on this you within and for said County and State, on this within and for said County and State, on this within and for said County and State, on this within and for said County and State, on this within and for said County and State, on this within and for said County and State, on this within and for said County and State, on this within and for said County and State, on this within and Colo. Defore me, the undersigned, and within and for said County and State aforesaid, came personally known to be the identical person so who executed the within and foregoing instrument and acknowledged to me their free and voluntary act and deed their free and voluntary act and deed their said the day and year ast place within and so within and for said County and state aforesaid, came president or presiden			Virginia A. I	Dietterich Trust o	dated 5-13-82
SS. ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans. Okla. and Colo. Delay of Notary Public, within and for said County and State, on this service in the undersigned a Notary Public, within and for said County and State, on this service in the personally appeared service in the service in the identical person service in the uses and purposes therein set forth.  Notary Public state of the same as their free and voluntary act and deed the uses and purposes therein set forth.  Notary Public state of the service in the service in the use of the use o			112 North [	Delaware	-
Before me, the undersigned, a Notary Public, within and for said County and State, on this  y of	ATE OF Kansas	**************************************	Ransom, K	S 67572	1
y of November 1, 20 11	DUNTY OF <b>NESS</b> Before me, the undersigned, a Notary Publ			R INDIVIDUAL (Kans	. Okła. and Colo.)
who executed the within and foregoing instrument and acknowledged to me personally known to be the identical person S who executed the within and foregoing instrument and acknowledged to me at their free and voluntary act and deed the unit the uses and purposes therein set forth.  Now it with the uses and purposes therein set forth.  Now it with the uses and purposes therein set forth.  Now it with the uses and purposes therein set forth.  Now it with the unit the un	1/01/- /- /			hn L. Dietterich a	nd .
their executed the same as their free and voluntary act and deed the uses and purposes therein set forth.  N WITNESS WHEREOF, I have hereunto set my frand and official seal the day and year ast above written.  Commission expires 3-09-14 WESLEY L. PENNER, JR.  NOTARY PUBLIC STATE OF KANSAS Wesleyk. Penner, Jr.  ATE OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUNTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OF STATE OF KANSAS WESLEY L. PENNER, JR.  OUTTY OU					
The uses and purposes therein set forth.  N WITNESS WHEREOF, I have hereunto set my hand and difficial seal tire day and year ast above withen.  WESLEY L. PENNER, JR.  NOTARY PUBLIC  STATE OF KANSAS  WY ADDE NOTARY PUBLIC  STATE OF CORPORATION  OUNTY OF  Be it remembered that on this day of 20 , 20 , before me, the undersigned, a tary Public, duly commissioned, in and for the county and state aforesaid, came  president o					-
N WITNESS WHEREOF, I have hereunto set my frand and official seal title day and year ast above written.  WESLEY L. PENNER, JR.  NOTARY PUBLIC STATE OF KANSAS MY ADDE STATE OF KANSAS WESLEY L. PENNER, JR.  NOTARY PUBLIC STATE OF KANSAS MY ADDE STATE OF KANSAS MY ADDE STATE OF KANSAS WESLEY L. PENNER, JR.  NOTARY PUBLIC STATE OF KANSAS MY ADDE STATE OF KANSAS MY ADD	the uses and purposes therein set forth.	ecuted the same as the	eir	free and volun	tary act and deed
STATE OF KANSAS Wesley L. Penner, Jr.  Junty OF  Se it remembered that on this	N WITNESS WHEREOF, I have hereunto		The second of th	Legove wrigen.	Do
ATE OF SSY ADD FOR CORPORATION  DUNTY OF Set it remembered that on this day of 20 , 20 , before me, the undersigned, a tary Public, duly commissioned, in and for the county and state aforesaid, came president o	commission expires	5 A NO	ARY PUBLIC	Wesley L. Penner.	Jr.
day of, 20, before me, the undersigned, attack public, duly commissioned, in and for the county and state aforesaid, came president o			+ EVD 3/9/14		
president o	Be it remembered that on this				e undersigned, a
	tary Public, duly commissioned, in and for				
a corporation of the State of, personally known to me to be such officer. It to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly nowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth. It will now the same for himself and for said corporation for the uses and purposes therein set forth. It will not set my hand and official seal on the day and year last above written.	to be the same person who executed as s nowledged the execution of the same for i	of the State of uch officer the foregoin himself and for said corp	, person	onally known to me to behalf of said corpora urposes therein set fo	be such officer,



63U (Rev. 1993)



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AGREEMENT, Made and entered into the	29th		ecember			200
and between	Marjorie F	- Taylor	, a singl	e person		
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nose mailing address isRoute 1,	Box 126 K	eyser, W	est Virginia	26/26 hereina	fter called Lessor (whether one or	or m
d Palomino	Petroleum I	nc.				
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Lessor, in consideration of necknowledged and of the royaldes herein per investigating, exploring by geophysical and of nattuent products, injecting gas, water, other fit of things thereon to produce, save, take care of, to oducts manufactured therefrom, and housing an erein situated in County of	her means, prospecting of uids, and air into subsurfa reat, manufacture, proces d otherwise caring for its	ments of the less drilling, mining a ace strata, laying is, store and trans employees, the	ee herein contained, here and operating for and pro pipe lines, storing oil, buil port said oil, liquid hydroc following described land,	oducing oil, liquid hydro Iding tanks, power statio carbons, gases and their n together with any revers	s exclusively unto lessee for the pocarbons, all gases, and their res ros, telephone lines, and other str	purp spec ructi nd of inter
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				160		
Section Township	Ra	inge	Three (3)	ng	acres, more or less,	, and
Subject to the provisions herein contained oil, liquid hydrocarbons, gas or other respective	, this lease shall remain constituent products, or	in force for a ter	produced from said land o	rs from this date (called r land with which said le	"primary term"), and as long th and is pooled.	ieres
In consideration of the premises the said l 1st. To deliver to the credit of lessor, fre	lessee covenants and agr	ees:				
un the leased premises.						
2nd. To pay lessor for gas of whatsoever the market price at the well, (but, as to gas sol emises, or in the manufacture of products there royalty One Dollar (\$1.00) per year per net m eaning of the preceding paragraph.	ifrom, said payments to lineral acre retained here	more than one-e he made monthly cunder, and if su	Where gas from a well ch payment or tender is	producing gas only is no made it will be considere	ot sold or used, lessee may pay out that gas is being produced wit	or te
This lease may be maintained during the	shall have the right to di	rill such well to	completion with reasonab	te diligence and dispatci	n, and it oil of gas, of either of the	the then
and in paying quantities, this lease shall contin	ue and be in force with it	ike effect as 11 su	en well had been complete	d within the term of year	Its the members.	
e said lessor only in the proportion which lessor Lessee shall have the right to use, free of	r's interest bears to the w	hole and undivid	led tee.			
When requested by lessor, lessee shall bur	y lessec's pipe lines belov	w plow depth.				
No well shall be drilled nearer than 200 fe Lessee shall pay for damages caused by le	et to the house or barn n	now on said prem	ises without written conse	nt of lessor.		
Laures shall have the right at any time to	remove all machinery as	nd fixtures place	d on said premises, includ	ing the right to draw and	d remove casing.	nir h
If the estate of either party hereto is as secutors, administrators, successors or assigns, see has been furnished with a written transfer	signed, and the privileg but no change in the o	e of assigning i	land or assignment of re	ntals or royalties shall	be binding on the lessee until a lessee shall be relieved of all obli	ifter
ith respect to the perigned portion or portions at	rising subsequent to the c	inte of assignme	16			
Lessee may at any time execute and deli arrender this lease as to such portion or portions						
All express or implied covenants of this lawhole or in part, nor lessee held liable in dame	ease shall be subject to a ages, for failure to comp	all Federal and S ly therewith, if c	State Laws, Executive Ord ompliance is prevented by	ers, Rules or Regulation , or if such failure is the	e result of, any such Law, Order,	, Ru
egulation.  Lessor hereby warrants and agrees to defing mortgages, taxes or other liens on the above wheel lessors, for themselves and their heirs, sy	end the title to the lands described lands, in the accessors and assigns, he	herein described event of default ereby surrender	and agrees that the lessed of payment by lessor, and and release all right of de	shall have the right at a be subrogsted to the rig ower and homestead in	any time to redeem for lessor, by p	payn ne un
said right of dower and homestend may in any Lessee, at its option, is hereby given the mediate vicinity thereof, when in lessee's jud	right and power to pool agment it is necessary o	or combine the	creage covered by this les	age or any portion there develop and operate as	of with other land, lease or lease	es in mote to a
omervation of oil, gas or other minerals in and r units not exceeding 40 acree each in the even coord in the conveyance records of the county soled into a tract or unit shall be treated, for a round on the pooled acreage, it shall be treated as syalities elsewhere herein specified, lessor shall laced in the unit or his royalty interest therein o	t of an oil well, or into a in which the land herei all purposes except the pa s if production is had fro	in leased is situated in leased is situated in this lease, who from a unit so	ated an instrument identi es on production from the ether the well or wells be be pooled only such portion	fying and describing the pooled unit, as if it were located on the premises of the royalty stipulate	ne pooled acreage. The entire acre included in this lease. If produced by this lease or not. In lice	reag uction
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IN HUMBIGGO WILDERGS	ad avacute this learner	nt as of the day	and year first above writts	en,		
IN WITNESS WHEREOF, the undersign Vitnesses:	ed execute this instrume	A the day	and year area move write		1 1 1	
7 Clinto	on Tai	lor	m	irjani	2 Daylor	
		0		Marjorie F.	Taylor d	
C1.	ite of Kansas Ne	es County		J		
E	Book: 306 Page	: 599 Recording Fe	a. \$12.00			-
		indear any i a				
Cashier Initials:	. 00					

# EXTENSION OF OIL AND GAS LEASE

WHEREAS PALOMINO PETROLEUM, INC.	
Ness	is the owner and holder of an oil and gas lease on Kansas
the following described land in	County, State of Kansas
<u>Township 16 Sou</u> Section 13: NE/4	th, Range 25 West
of Section, Township, Range of the Records of said County, and	
WHEREAS, said lease expires in the absence of drilling operations of and the said owner and holder desires to have the term of said lease e	
NOW, THEREFORE, the undersigned, for themselves, their heirs, ex	ecutors, administrators and assigns, for and in consideration of
agree: that the said term of said lease shall be and is hereby extended.	paid, the receipt whereof is hereby acknowledged, does hereby with the same tenor and effect as if such extended term had been
originally expressed in such lease, for a period of Two (2) of the said expiration thereof and as long thereafter as oil or gas (includiby said lease, subject however, in all other respects, to the provision	s and conditions of said lease or said lease as modified, if any
modification thereof may have been heretofore executed; that no dela under the terms of this extension; and that all previous rentals due un	der the terms of said lease have been timely and properly paid.
IN WITNESS WHEREOF, this instrument is signed on this the	11
day of Ovenin	, 20
	Marjorie F. Taylor a/k/a Marjorie Taylor
	Route 1, Box 126
	Keyser, West Virginia 26726
STATE OF West Virginia	CKNOWLEDGEMENT FOR INDIVIDUAL (Kans. Okla, and Colo.)
COUNTY OF Mineral ss. A Before may the undersigned, a Notary Public, within and for said Co	104
day of Vovember 20 11	personally appeared Marjorie F. Taylor a//k/a Marjorie Taylor,
and a single person	
she NOTARY PUBLIC	
She NOTARY PUBLIC STATE OF WEST VIRGINIA executed the same as DE TORREST VIRGINIA E EXECUTED THE SAME AS TORREST USES IN ENGLISHED TO SAME AS TORREST OF THE SAM	free and voluntary act and deed
WITNESS ANGENERIFT, have pereunto set my hand and official KEYSER W 26726	seal the day and year last above written.
MV en ministra	NOTARY PUBLIC
STATE OFSS. A	CKNOWLEDGEMENT FOR CORPORATION
COUNTY OF	, 20, before me, the undersigned, a
Notary Public, duly commissioned, in and for the county and state at	
A Commenter of the Case of	president of personally known to me to be such officer.
and to be the same person who executed as such officer the foregold acknowledged the execution of the same for himself and for said cor IN WITNESS WHEREOF, I have hereunte set my hand and officiel	ng instrument of writing in behalf of said corporation, and ne dury poration for the uses and purposes therein set forth.
My commission expires	NOTARY PUBLIC



State of Kansus - Ness County
Book: 346 Page: 711
Receipt \*: 9135
Pages Recorded: 1
Cashier Initials: MH
Date Recorded: 1L/23/2011 10:10:00 AM

# EXTENSION OF OIL AND GAS LEASE

PALOMINO PETROLEUM INC.

DR following described to the control of the contro	Non		is the ow	ner and	d holder of	an oil and	gas lease o
he following described land in			County State of			nsas	gus lease C
. *	Township 16 Section 13:	South,	Range 25 West	Ė			
Section	,						
the Records of said County, and			and recorded in bo		306	_ Page	599
WHEREAS, said lease expires in the and the said owner and holder desires to	d have the term of sai	d lease exte	nded:	-	9-2009		
NOW, THEREFORE, the undersigned, Ten and More	for themselves, their	heirs evec	utore administra	10000			
Ten and More	Dollare	in hand	dtors, administrators	and as	signs, for a	nd in cons	sideration of
ree: that the said term of said lease sha		tended, with	d, the receipt whereon the same tenor and	of is her effect a	eby ackno	wledged,	does hereby
the said expiration thereof and an in-	period of		TWO (2)				
the said expiration thereof and as long to said lease, subject however, in all other additional thereof may have been been	hereafter as olf or gas her respects, to the p	(including o	asinghead gas) is pro	duced	rom any w	_ years fr ell on the li	om the date and covered
dification thereof may have have			or adia	lease i	or said leas	se as mod	lified, if any
		age dilect	the fattills of said leasi	e have	been time!	y and prop	perly paid.
N WITNESS WHEREOF, this instrume	nt is signed on this th	6 Ba	wasat	MI	cal	/	
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fore me, the undersigned, a Notary Pu	blic, within and for sa	eld County a	ally appeared Mai	rjori	e F. T	aylor,	single
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State of Kansas - Ness County

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63U (Rev. 1993)

## OIL AND GAS LEASE

Reorder No. 09-115

Kansas Slue Print 700 S. Bradway PO Box 793 Wichila, KS 67201-0793 316-204-9344-264-5165 fax

AGREEMENT, Made and entere	8th	of.	May			2009
by and between	Richard V. Gi	ddings a	nd Na	ancy Gidding	s, his wife	- hours and have a second and the se
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hose mailing address is 7515 B	ear Claw Lane B	ozeman,	Monta	ana 59715	hervinafter called	Lessor (whether one or more
Palomi	no Petroleum Inc	•				
						hereinafter caller Lesse
Lessor, in consideration of	One and	More		Dollars	. One (1.00) ,	in hand paid, receipt of which
there acknowledged and of the royattic for investigating, exploring by geophysic onstituent products, injecting gas, water at things thereon to produce, save, take roducts manufactured therefrom, and he need in situated in County of	al and other means, prospecting, other fluids, and air into subsuicate of, treat, manufacture, procousing and otherwise caring for investigation NOSS	dilling, mining face strata, layin ess, store and tra- is employees, th	g and op- g pipe lir nsport sai e followi State of	ein contained, hereby ge erating for and product lees, storing oil, building d oil, liquid hydrocarbo ng described land, toger Kansa	rants, leases and lets exclusive ng oil, liquid hydrocarbons, tanks, power stations, teleph ms, gases and their respective ther with any reversionary rig	by unto lessee for the purpose all gases, and their respective one lines, and other structure constituent products and othe hts and after-acquired interest
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n Section, Tow ccretions thereto.				, and containing	was promine to the control of the co	acres, more or less, and a
Subject to the provisions herein a soil, liquid hydrocarbons, gas or other In consideration of the premises			erm of s produce	of from said land or len	rom this date (called "primary ad with which said land is poo	term"), and as long thereafteded.
lst. To deliver to the credit of i	easor, free of cost, in the pipe lie	ne to which lesse	e may co	nnect wells on said land	d, the equal one-eighth (%) par	t of all oil produced and save
2nd. To pay lessor for gas of wat the market price at the well, (but, as premises, or in the manufacture of production of the production (\$1.00) per year; uncaning of the preceding paragraph.	to gas sold by lessee, in no ever ucts therefrom, said payments to	at more than one	e-eighth (	(4) of the proceeds receive gas from a well prod	ved by lessee from such sales ucing gas only is not sold or	), for the gas sold, used off th used, lessee may pay or tende
This lease may be maintained of this lease or any extension thereof, if found in paying quantities, this lease ab If said lessor owns a less inter	he lessee shall have the right to all continue and be in force with	drill such well t like effect as if	o comple such well	tion with reasonable di had been completed wi	ligence and dispatch, and if s ithin the term of years first m	oil or gas, or either of them, bentioned.
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No well shall be drilled nearer the Lessee shall pay for damages ca					f lessor,	
Lessee shall have the right at an	ny time to remove all machinery	and fixtures pla	ced on so	id premises, including	the right to draw and renove	coning.
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Lessee may at any time execute	e and deliver to lessor or place	of record a relea	se or rele	eases covering any port	ion or portions of the above	teacribed premises and therek
surrender this lease as to such portion o All express or implied covenant in whole or in part, nor lessec held liab Regulation.	a of this book should be subject to	D Fudamil am	A State 1	ana Evacutive Orders	Rules or Regulations, and thi	s lease shall not be terminated, any such Law, Order, Rule
Lessor hereby warrants and agr any mortgages, taxes or other liens on signed lessors, for themselves and thei as said right of dower and homestead m	the above described lands, in the r heivs, successors and assigns, my in any way affect the purpos	e event of defau hereby surrende es for which this	it of pays or and re s lease is	nent by lessor, and be lease all right of dower made, as recited herein.	aubrogated to the rights of the and homestead in the prem	ises described herein, in so for
immediate vicinity thereof, when in le conservation of oil, gas or other miner or units not exceeding 40 acres each ir record in the conveyance records of the pooled into a tract or unit shall be tree found on the pooled acreage, it shall be royalties elsewhere herein specified, is placed in the unit or his royalty interest	given the right and power to po- seese's judgment it is necessary als in and under and that may a the event of an oil well, or into se county in which the land he ted, for all purposes except the treated as if production is had smoot shall yearly or productive	of or combine the or advisable to be produced from a unit or units rein leased is sipayment of roys from this lease, to from a unit	e acreage o do so i o said pr not exce tuated a: alties on whether t	covered by this lease on order to properly devenues, such pooling to deling 640 acres each in a instrument identifyin production from the pohe well or wells be located only such portion of	or any portion thereof with or relop and operate said lease be of tracts contiguous to on the event of a gas well. Less ag and describing the pooled oled unit, as if it were includ- ted on the premises covered by the royalty atipulated herein	e another and to be into a ur see shall execute in writing at acreage. The entire acreage d in this lease. If production this lease or not. In lieu of t
Lessee agrees to res	store the surface	e to its	orio	inal contour	r and condition	as nearly
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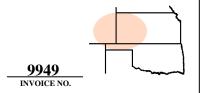
# Pro-Stake LLC

Oil Field & Construction Site Staking

# P.O. Box 2324

Garden City, Kansas 67846 Office/Fax: (620) 276-6159

Cell: (620) 272-1499



Colbalt Energy, LLC

Dietterich Trust Unit "A" #1-13

LEASE NAME

**Ness County, KS** 13 25w <u> 16s</u> COUNTY Sec. Twp.

w032812-q

2470' FSL - 2600' FWL LOCATION SPOT

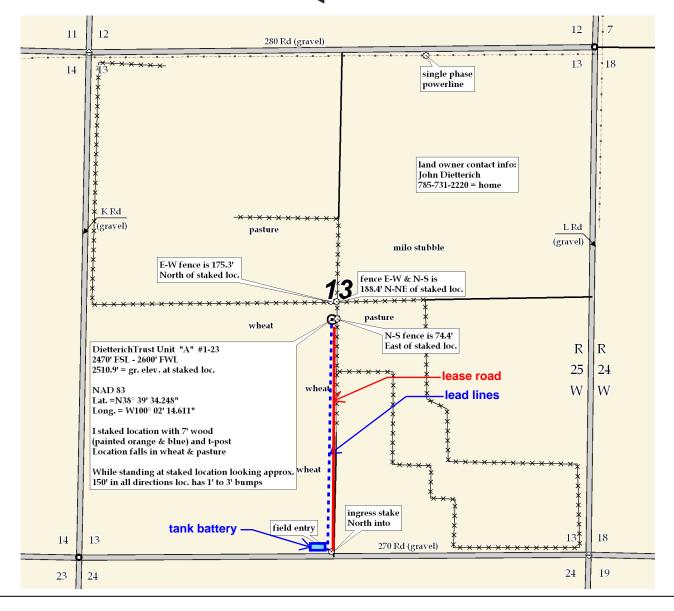
1" =1000' SCALE: Mar. 26<sup>th</sup>, 2012 DATE STAKED: Ben R. MEASURED BY: Luke R. DRAWN BY: Nick H. AUTHORIZED BY:

This drawing does not constitute a monumented survey or a land survey plat.

This drawing is for construction purposes only.

GR. ELEVATION: 2510.9°

**Directions:** From the South side of Arnold Ks, at the intersection of Hwy 4 & K Rd - Now go 1 mile North on K Rd to the SW corner of section 13-16s-25w – Now go 0.5 mile East on 270 Rd to ingress stake North into - Now go 2470' North through wheat - Now go 74' West through wheat into staked location. Final ingress must be verified with land owner or Operator.



Conservation Division Finney State Office Building 130 S. Market, Rm. 2078 Wichita, KS 67202-3802



Phone: 316-337-6200 Fax: 316-337-6211 http://kcc.ks.gov/

Sam Brownback, Governor

Mark Sievers, Chairman Ward Loyd, Commissioner Thomas E. Wright, Commissioner

April 09, 2012

Nicholas D. Hess Cobalt Energy LLC 115 S. BELMONT #12 PO BOX 8037 WICHITA, KS 67208

Re: Drilling Pit Application
Dietterich Trust Unit "A" 1-13
SW/4 Sec.13-16S-25W
Ness County, Kansas

Dear Nicholas D. Hess:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit within 96 hours of completion of drilling operations.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 225-8888 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to **Drill**. If you have any questions or concerns please feel free to contact the District Office at (620) 225-8888.