

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

For KC	C Use:			
Effective	Date:			_
District #	#			_
SGA?	Yes	No		

SGA?

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form C-1 March 2010 Form must be Typed Form must be Signed All blanks must be Filled

NOTICE OF INTENT TO DRILL

	Spot Description:
month day year	Sec Twp S. R E
DPERATOR: License#	(Q/Q/Q/Q) feet from N / S Line of Section
lame:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	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 Gas Storage Pool Ext. Air 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: II
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
	Water Source for Drilling Operations:
irectional, Deviated or Horizontal wellbore? Yes No	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
ΔFF	IDAVIT
	IDAVIT gaing of this well will comply with K.S.A. 55 et. seg.
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

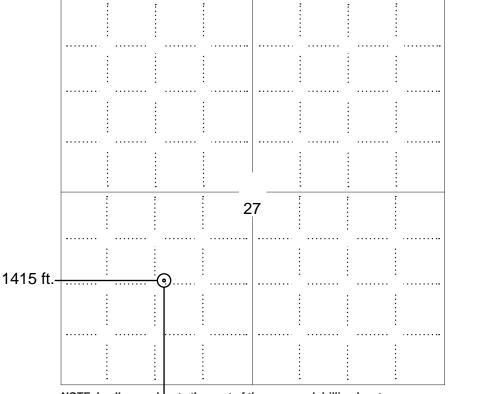


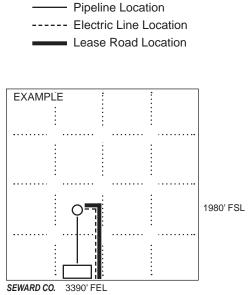
For KCC Use ONLY	
API # 15	

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.

Location of Well. County.
feet from N / S Line of Section feet from E / W Line of Section Sec Twp S. R E W
Is Section: Regular or Irregular
If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW
_AT ease or unit boundary line. Show the predicted locations of united by the Kansas Surface Owner Notice Act (House Bill 2032). Exparate plat if desired.
1





LEGEND

Well Location

Tank Battery Location

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

1427 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 076975

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name:		License Number:				
Operator Address:						
Contact Person:			Phone Number:			
Lease Name & Well No.:			Pit Location (QQQQ):			
Type of Pit: Emergency Pit Burn Pit	Pit is:	Existing	 SecTwp R			
Settling Pit 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	m 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 material utilized in drilling/workover:				
Number of producing wells on lease:		Number of working pits to be utilized:				
Barrels of fluid produced daily:		Abandonment procedure:				
Does the slope from the tank battery allow all sp flow into the pit? Yes No	pilled fluids to	Drill pits must be closed within 365 days of spud date.				
Submitted Electronically						
	кссс	OFFICE USE OI	NLY Liner Steel Pit RFAC RFAS			
Date Received: Permit Numb	ber:	Permi	t Date: Lease Inspection: Yes No			



Kansas Corporation Commission Oil & Gas Conservation Division

1076975

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.

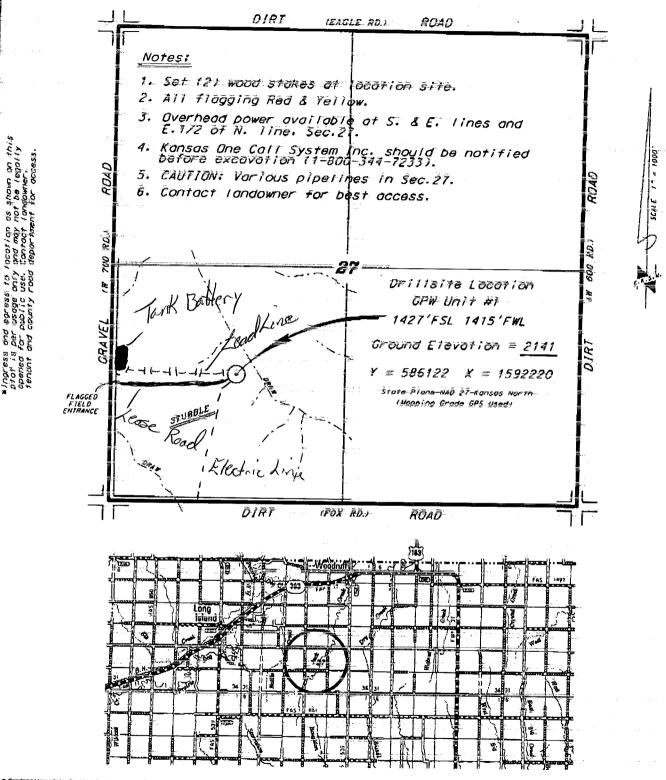
Select the corresponding form being filed: C-1 (Intent) CB-1	(Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
	County:
Address 1:	Lease Name: Well #:
Address 2: City: State: Zip: +	
Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface
Address 1:	owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City:	
the KCC with a plat showing the predicted locations of lease roads, tan are preliminary non-binding estimates. The locations may be entered of Select one of the following: 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 I CP-1 that I am filing in connection with this form; 2) if the form form; and 3) my operator name, address, phone number, fax, a I have not provided this information to the surface owner(s). I a KCC will be required to send this information to the surface or	Act (House Bill 2032), I have provided the following to the surface located: 1) a copy of the Form C-1, Form CB-1, Form CB-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address. Cacknowledge that, because I have not provided this information, the wner(s). To mitigate the additional cost of the KCC performing this gree, payable to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1 will be returned.
Submitted Electronically	
	_

BACH OIL PRODUCTION, INC.

GPW UNIT LEASE

SW. 1/4. SECTION 27. TIS. R19W

PHILLIPS COUNTY. KANSAS



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* Elavorions perivad from Nutional Cappatic Varifical Dutum.

April 18, 2012

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OIL AND GAS LEASE



Kansas Blue Print 700 s. Broedway PO Box 793 Wichita, KS 67201-0793 316-264-9344 -- 264-5185 fax www.ldp.com - kbp@kbp.com

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hose mailing a	ddress is		730 4 th Stre	et Philling	burg KS	67661		hereinafte	r called Lessor (w	hether one or more)
, •		Inc., 125 No			_				herein	after called Lessee:
****	in consideration o			n and more	, willia, i		ollars (\$	10.0	00+) in hand paid,
ne purpose of espective constructures and the	investigating, exp ituent products, in nings thereon to p	oloring by geophys	ical and other m , other fluids, and care of, treat, ma	eans, prospect lair into subsu nufacture, proc	ing drilling, m urface strata, la cess, store and t	ning and opera ying pipe lines, ransport said o	ting for and storing oil, b l, liquid hydr	producing oil, liquilding tanks, povocarbons, gases an	uid hydrocarbons, ver stations, telepl nd their respective	sively unto lessee for , all gases, and the hone lines, and other constituent product and after-acquired
terest, therein	situated in County	y of		Phillips		Stat	e of	Kansas	Described	as follows to wit:
			Sect	ion 27: SI	1	<u>: 19 West</u> NE/4NW/4				
***			ing and a second					1,44		
Section	XXX	Township	XXX	Range	XXX	and contain	ning 16	0 acres, m	ore or less and all	accretions thereto
Subject t	the provisions h	erein contained, this	s leace shall rema	in in force for s	term of	TTI (2)	veare from	n this date (called	"nrimary term") a	nd as long thereafter
	•	other respective co				Three (3)		•		nd as long moreune.
,		nises the said lessee	•	•	, F					
1st. To de		of lessor, free of co	ost, in the pipe lin	e to which less	see may connec	t wells on said !	and, the equa	l one-eighth (1/8)	part of all oil prod	uced and saved from
2nd. To p arket price at the manufact	ay lessor for gas the well, (but, as the ure of products the	o gas sold by lessee herefrom, said payn	e, in no event more nents to be made	e than one-eigh monthly. Whe	th (1/8) of the pare gas from a	proceeds receive well producing	ed by lessee fr gas only is no	om such sales), fo ot sold or used, le	r the gas sold, use ssee may pay or to	ne-eighth (1/8), at the d off the premises, cender as royalty On ning of the preceding
This lease	n thereof, the less		ight to drill such	well to comple	etion with reaso	nable diligence	and dispatch	, and if oil or gas,		the term of this leas , be found in payin
ssor only in th	e proportion whic	h lessor's interest be	ears to the whole	and undivided	fee.					shall be paid the sai
		o use, free of cost,				see's operation t	hereon, excep	t water from the w	ells of lessor.	
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	***	es caused by lessee'		· · · ·		Witten Conson	or rossor.			
		at any time to remo				mises, including	the right to d	lraw and remove c	asing.	
If the esta ministrators, s th a written t	te of either party successors or assignansfer or assigna	hereto is assigned, gns, but no change i	and the privilege in the ownership of thereof. In case I	e of assigning of the land or as	in whole or in ssignment of re	part is expressl ntals or royaltie	y allowed, the	e covenants hereon	f shall extend to to	heir heirs, executors the has been furnished spect to the assigned
		cute and deliver to tions and be relieve					tion or portion	ns of the above de	scribed premises a	nd thereby surrende
		nants of this lease s damages, for failu								terminated, in whole or Regulation.
ortgages, taxe r themselves a	s or other liens on and their heirs, suc	the above describe	d lands, in the eve s, hereby surrende	ent of default of er and release a	f payment by le	ssor, and be sub	rogated to the	rights of the hold	er thereof, and the	sor, by payment an undersigned lessors id right of dower and
cinity thereof, her minerals in the event of a which the lan accept the paym and from this le- tom a unit so p	when in lessee's ja and under and the noil well, or into d herein leased is tent of royalties on the whether the wase, which wase, whether the wase, which wase, whether the wase, which wase, where we wase, which wase, which wase, which wase, which wase	udgment it is necessat may be produce a unit or units not estimated an instrument production from twell or wells be locatortion of the royalt	sary or advisable d from said premi exceeding 640 acr nent identifying a the pooled unit, a ated on the premis	to do so in ord ises, such pooli es each in the e nd describing t is if it were incl ses covered by	er to properly ding to be of tracevent of a gas with a pooled acreduded in this leathis lease or no	evelop and opents contiguous to ell. Lessee shall age. The entire use. If production t. In lieu of the	rate said lease o one another l execute in w acreage so pon is found on royalties elses	premises so as to and to be into a un- riting and record it coled into a tract of the pooled acreage where herein speci	promote the consecut or units not execute the conveyance or unit shall be treated, it shall be treated, lessor shall re-	uses in the immediate rvation of oil, gas of eeding 40 acres each records of the countrated, for all purpose ed as if production if eceive on production is bears to the total
nless Less aid under hen subjec	ee on or bef the terms of t to this leas	ore the end of this lease mu	f the primary ltiplied by tl at to the oth	term shal ne number ner provision	l pay or te of net mir ons of this	nder to Les eral acres	sor a payrowned by	ment equal to Lessor in th	the same por e land above	se shall expire er acre amoun described and r an additiona
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				1702	
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BOOK 391

OIL AND GAS LEASE

Rev. 2010

THIS AGREEMENT, Made and entered into this 20th day of August, 2010

by and between William James Godfrey, Trustee of the Godfrey Family Irrevocable Trust, dated September 6, 2005,

whose mailing address is 539 W. 700 Road, Long Island, KS 67647 hereinafter called lessor (whether one or more), and

BACH OIL PRODUCTION, INC., P.O. Box 723, Alma, NE 68920, hereinafter called lessee, does witness:

That lessor, for and in consideration of ONE AND MORE (\$1.00 +) Dollars 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 let exclusively unto the lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining, and operating for and producing the 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 employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of **Phillips**, State of **Kansas**, and described as follows to-wit:

THE NORTH HALF (N/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-SEVEN (27),

In Township 1 South, Range 19 West, and containing 80 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of **THREE** (3) years from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or their 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 is 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, said 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 operation thereon, except water from the wells of the 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 the 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 during, or after the expiration of this lease, to remove all machinery and fixtures on said premises, including the right to draw and remove all casing.

If the estate of either property hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, executors, administrators, successors or assigns, 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 written transfer or assignment or 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 to damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend title to the land herein described and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens the above described lands, in the event of default of payment by lessor, be subrogated to the rights of any of the holder or holders thereof, and the undersigned lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described therein, insofar as said rights 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 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 forty (40) acres each in the event of an oil well, or into a unit or units not exceeding six hundred forty (640) acres each in the event of a gas well. Lessee shall execute in writing and record in conveyance records of the county in which the land herein leased is situated an instrument indentifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated for all purposes except the payments 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 the unit so pooled only such portion of the royalty stipulated herein as the amount of his/her/their acreage placed in the unit or his/her/their royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

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 of **TEN** (\$10.00) dollars multiplied by the number of net mineral acres owned by Lessor in land above described and then subject to this lease, the primary term shall be extended for an additional term of **THREE** (3) years from the end of the primary term hereof.

IN WITNESS WHEREOF, the undersigned execute this instrument as the day and year first above written

Witnesses:

Godfrey Family Irrevocable Trust, dated September 6, 2005

William James Godfrey, Trustee
William James Godfrey, Trustee

STATE OF KANSAS

WLIPS.

COUNTY OF PHILLIPS

For an acknowledgment in an individual capacity:

NICK M SIMONSON Notary Public, State of Kar

State of Kans Ament Expires 2/26/4

Before me, the undersigned, a Notary Public, within and for said county and state, on the 20th day of August, 2010, personally appeared **William James Godfrey**, **Trustee of the Godfrey Family Irrevocable Trust, dated September 6, 2005**, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her own free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 05/12/2014

FIRSTER OF DEEDS

Numerica

\$6.00 + \$2.00 = \$8.00

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adirect

800K391

OIL AND GAS LEASE

THIS AGREEMENT. Made and entered into this

by and between John A. White, Trustee of the White Farms Trust, Dated July 1, 19

whose mailing address is 146 Meadowlark Ln, Stuttgart, KS 67661 hereinafter called lessor (whether one or more), and

BACH OIL PRODUCTION, INC., P.O. Box 723, Alma, NE 68920, hereinafter called lessee, does witness:

That lessor, for and in consideration of ONE AND MORE (\$1.00 +) Dollars 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 let exclusively unto the lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining, and operating for and producing the 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 employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Phillips, State of Kansas, and described as follows to-wit:

THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-ONE (21); THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-SEVEN (27); THE SOUTH HALF (S/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-EIGHT (28),

All in Township 1 South, Range 19 West, and containing 200 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of THREE (3) years from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or their 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 is 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, said 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 operation thereon, except water from the wells of the 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 the 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 during, or after the expiration of this lease, to remove all machinery and fixtures on said premises, including the right to draw and remove all casing.

If the estate of either property hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, executors, administrators, successors or assigns, 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 written transfer or assignment or 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 to damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend title to the land herein described and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens the above described lands, in the event of default of payment by lessor, be subrogated to the rights of any of the holder or holders thereof, and the undersigned lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described therein, insofar as said rights 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 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 forty (40) acres each in the event of an oil well, or into a unit or units not exceeding six hundred forty (640) acres each in the event of a gas well. Lessee shall execute in writing and record in conveyance records of the county in which the land herein leased is situated an instrument indentifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated for all purposes except the payments 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 the unit so pooled only such portion of the royalty stipulated herein as the amount of his/her/their acreage placed in the unit or his/her/their royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved

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 of FIVE (\$5.00) multiplied by the number of net mineral acres owned by Lessor in land above described and then subject to this lease, the primary term shall be extended for an additional term of TWO (2) years from the end of the primary term hereof.

IN WITNESS WHEREOF, the undersigned execute this instrument as the day and year first above written.

Witnesses

White Farms, Trust, Dated July 1, 1996

NICK M SIMONSON Notary Public, State of Kansas My Appointment Expires

STATE OF KANSAS

WELL SO

For an acknowledgment in an individual capacity:

Before me, the undersigned, a Notary Public, within and for said county and state, on the ALGOS) day of 2010. personally appeared John A. White, Trustee of the White Farms Trust, Dated July 1, 1996, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her own free and voluntary act and deed for the uses and purposes therein set forth.

No commission expires (15-12) 7/14 STATE OF KANSAS 1.38

Filed for record on the

Oct A.D., 20/D at 2:15 f. duly recorded in Book 39/ page Robert Keesee

\$6,00 + \$2,00 = 98,00

(morson

Notary Public