

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

For KCC	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

	month	day year	Spot Description:	
	monar	uay year	(2000)	E 🔲 V
PERATOR: License#			foot from N / S Lino c	f Section
ame:			feet from E / W Line o	f Section
ddress 1:			Is SECTION: Regular Irregular?	
ity:	State:	_ Zip: +	County:	
ontact Person:			Lease Name: Well #:	
hone:			Field Name:	
ONTRACTOR: License#_			Is this a Prorated / Spaced Field?	N
ame:			Target Formation(s):	
Well Drilled For:	Well Class:	Type Equipment:	Nearest Lease or unit boundary line (in footage):	
			· · · · · · · · · · · · · · · · · · ·	eet MS
Oil Enh R	=	Mud Rotary	Water well within one-quarter mile:	□ N
Gas Storag	´ 	Air Rotary	Public water supply well within one mile:	\vdash
Seismic ;# of		Cable	Depth to bottom of fresh water:	
Other:			Depth to bottom of usable water:	
			Surface Pipe by Alternate: I III	
If OWWO: old well i	nformation as follows:		Length of Surface Pipe Planned to be set:	
Operator				
•			Projected Total Depth:	
		ginal Total Depth:		
onginal completion ba	.o ong	giriai Totai Boptii.	Water Source for Drilling Operations:	
irectional, Deviated or Hor	izontal wellbore?	Yes No		
Yes, true vertical depth:			DWR Permit #:	
ottom Hole Location:			(Note: Apply for Permit with DWR)	
			(Note. Apply for 1 citill with DVIX)	
				N
CC DKT #:		AI	- Will Cores be taken? Yes If Yes, proposed zone: FFIDAVIT	N
he undersigned hereby a is agreed that the following the appropria and the following through all unconsour through all unconsource the understanding the second through the understanding through th	affirms that the drilling ing minimum required the district office <i>prio</i> , ved notice of intent to ant of surface pipe as didated materials pluse, an agreement between the office will be not a COMPLETION, propendix "B" - Eastern K	g, completion and eventual presents will be met: r to spudding of well; or drill shall be posted on east specified below shall be set a minimum of 20 feet into the ween the operator and the diffied before well is either pludduction pipe shall be cementansas surface casing order.	Will Cores be taken? If Yes, proposed zone: FFIDAVIT Slugging of this well will comply with K.S.A. 55 et. seq. Ch drilling rig; If yes proposed zone: State of this well will comply with K.S.A. 55 et. seq.	

Side Two



For KCC Use ONLY
API # 15

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

ator:						Location of Well: County:						
e:									feet from	N /	S Line	of Section
Number:									feet from	E /	W Line	of Section
:						_ Se	ec	Twp	S. R		E	W
ber of Acres attr /QTR/QTR/QTR						13	Section:	Regular o	r Irregula	ar		
						If S	Section is	Irregular, loca	ite well from i	nearest co	rner boun	dary.
						Se	ection corne	er used:	NE NW	SE S	SW	
						PLAT						
				-				dary line. Show				
lease roa	ads, tank b	atteries, pi	pelines an				-	as Surface Ov	ner Notice Ac	t (House B	ill 2032).	
				YOU M	ay attach a	a separate	plat if desi	00 ft.				
	:	:	:		:	:	: 0	– 100 ft.				
	:	:	:		:	:	:		LEG	END		
		•	•	•••••	•	•	•		O Well	Location		
	:	:	:		:	:	:			Battery L	ocation	
	:		:			:				line Locat		
	:	:	:		:	:	:		-	tric Line L		
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NOTE: In all cases locate the spot of the proposed drilling locaton.

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

1084320

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 Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) Is the pit located in a Sensitive Ground Water A	Pit is: Proposed Existing If Existing, date constructed: Pit capacity: (bbls)		SecTwp R East WestFeet from North / South Line of Section Feet from East / West Line of Section County mg/l			
Is the bottom below ground level?	Artificial Liner?	No	(For Emergency Pits and Settling Pits only) How is the pit lined if a plastic liner is not used?			
Pit dimensions (all but working pits): Depth fro	Length (fee					
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ner		dures for periodic maintenance and determining acluding any special monitoring.			
Distance to nearest water well within one-mile of	of pit:	Depth to shallowest fresh water feet. Source of information:				
feet Depth of water well	feet	measured	well owner electric log KDWR			
Emergency, Settling and Burn Pits ONLY: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily: Does the slope from the tank battery allow all s flow into the pit? Yes No Submitted Electronically		Type of materia Number of work Abandonment p Drill pits must b	over and Haul-Off Pits ONLY: all utilized in drilling/workover: king pits to be utilized: procedure: de closed within 365 days of spud date.			
	KCC	OFFICE USE O	NLY Liner Steel Pit RFAC RFAS			
Date Received: Permit Num	ber:	Permi	t Date: Lease Inspection: Yes No			



Kansas Corporation Commission Oil & Gas Conservation Division

1084320

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

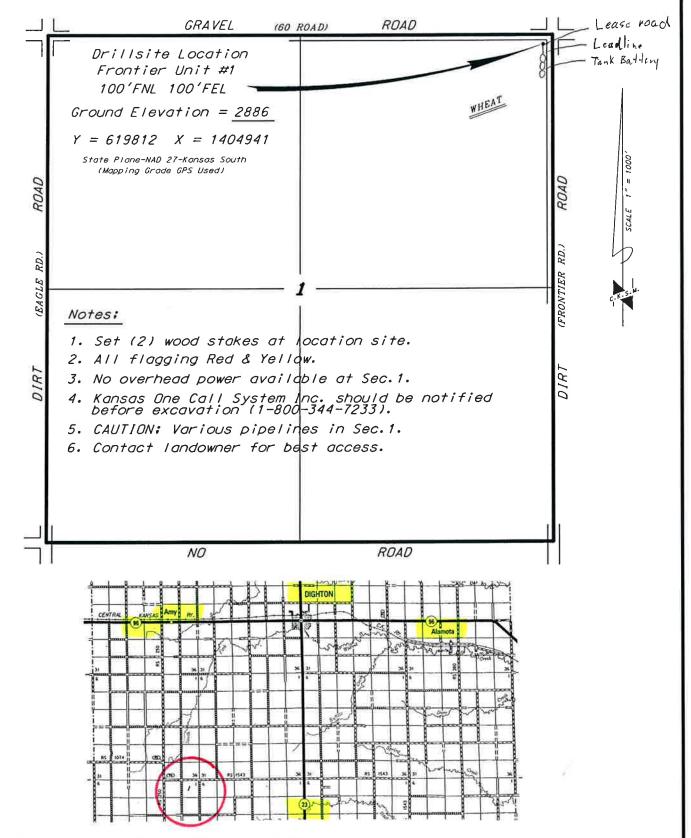
CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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:	
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	

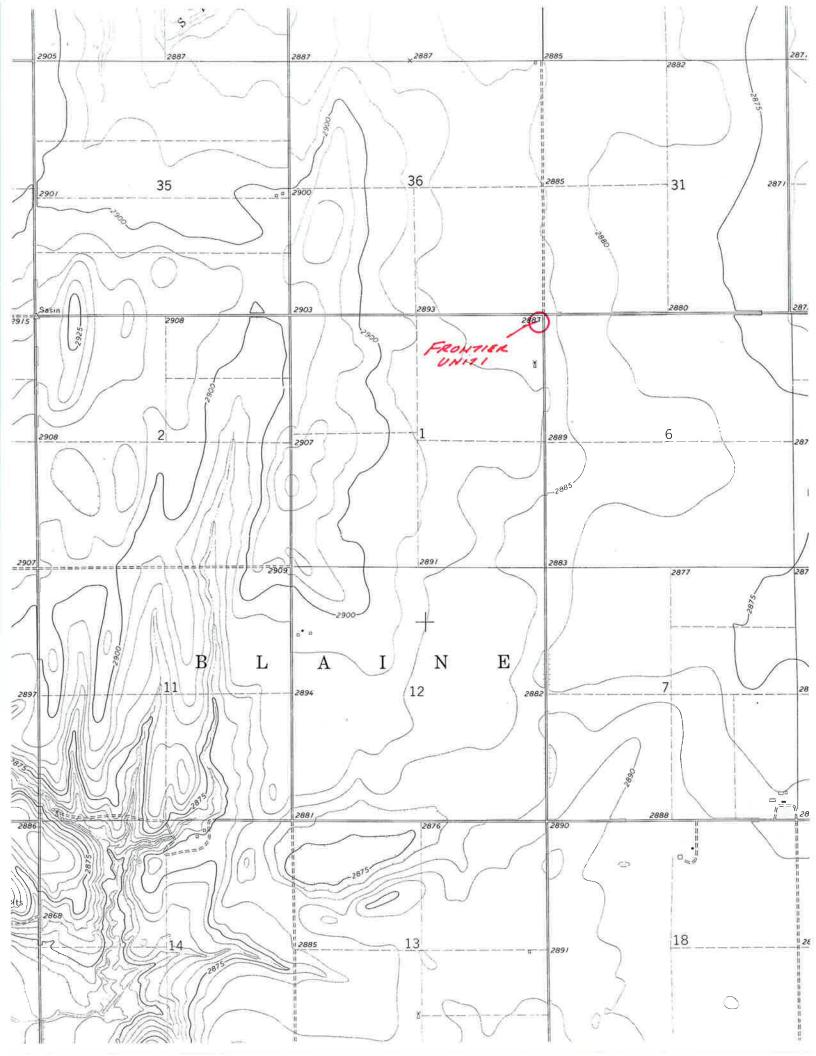
CARMEN SCHMITT, INC. FRONTIER LEASE NE. 1/4, SECTION 1, T20S, R30W LANE COUNTY, KANSAS



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

June 7, 2012

Approximate section lines were determined using the normal standard of care of oilfield surveyors practicing in the state of Kansas. The section corners, which establish the pracise section lines, were not necessarily located, and the exact location of the delitsite location in the section is not guaranteed. Therefore, the operator securing this service and accepting this plat and all other parties relying thereon agree to hold Central Kansas diffield Services. Inc., its afficers and employees harmless from all lasses, costs and expenses and said entities released from any liability from incidental or consequential damages.



NUMERICAL

COMPUTER 09-115 INDIRECT COMP. ORIG.

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

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Kansas Blue Print 700 S Boadway PO Box 743 Wichtap, KS 07201-0793 310-264-3344 204-5165 fax 310-264-3344 204-5165 fax www.kbp.com - kbp@ktp.com

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tered into the	Wayne J. Gerstner and Nancy (
Made and en	vne J.
AGREEMENT, 1	MA
AGF	404

wi fe and

67846 hereinafter called Lessor (whether one or more)	
1203 E. Labrador Blvd., Garden City, KS	rmen Schmitt Inc.
whose mailing address is	and Carn

West erein situated in County of Tอ์พิกิรก็∓ื่อั′20

West 29 30 Range Range 1 20 South 1: SE/4 South N/2 9: Township Section 1 Section

× Township

In Section accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of two (2) years from this date (called "primary ferm"). 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 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 (1/4) 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-cighth (%) 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 leasee shall commence to drill a well within the term of this lease eshall 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 have the right to drill such well to completed within the term of years first mentioned.

If said leasor 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 leasor 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 said leasor only in the proportion which lessor's interest bears to the whole and undivided fee simple estate therein, then the royalties herein provided for shall be said leasor only in the proportion which lessor's interest bears to the whole and undivided fee simple estate of the right to use, free of cost, gas, oil and water produced on said premises supported to the right said and the provided for the house or harn now on said premises without written consent of lessor.

When requested by lessor so prevations to growing crops on said and.

Lessee shall have the right any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the easte of either party here to is easigned, and the privilege of assigning in whole or in part, is expressly allowed, the covenants hereof shall extend to easigned, and the privilege of assigning in whole or in part, in whole or in part, in the restored to the assigned portion or portions and be relieved of all obligations as to the acreage surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrender the result of the relieved of all obligations as to the acreage surrender of the said

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have 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 lesse 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 lesse 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 lesse or any portion thereof with other land, lesse is indement it is necessary or advisable to do so in order to properly develop and operate said lesse premises so as to promote the conveyance records in the event of an oil well, or into a unit or units not exceeding 640 acress each in the event of an oil well, or into a unit or units not exceeding 640 acress each in the event of an oil well, or into a unit or units not exceeding 640 acress each in the event of an oil well, or into a unit or units not exceeding 640 acress each in the event of a gas well. Lessee shall exceute in writing and pooled in the conveyance records of the county in which the land herein lessed is situated an instrument identifying and describing the production is pooled in the probled acreage, it shall be treated as if production is had from this lesse, whether the well or wells be located on the premises covered by this lesse or not. In lieu of the repayalities elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the repayalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

hereof part ಥ made Addendum attached hereto and See

and year first of the IN WITNESS WHEREOF, the

Gerstner

Wayne

C. Gerstner Nancy

008						When recorded, return to		
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCone)	ine of	Notary Public INDIVIDUAL (KsOkCoN	Notary Public CKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) day of	Notary Public ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) and	Notary Public	County This instrument was filed for record on the May of County recorded in Book In Book The records of this office. Register (1) leeds. By	ENT FOR CORPORATION (KsOkCoNe)	Notary Public
ACKNOWLEDGM before me this 7 day of		ACKNOWLEDG	ACKNOWLEDGM before me this day of	ACKNOWLEDGM before me this day of		Date Twp. Rge. Rge. Rge. Rection Term County County	ACKNOWLEDGMENT FOR before me this day of	
Gnsas Finaly ment was acknowledged derstner	n expires 7.11-3010	instrument was acknowledged before	on expires instrument was acknowledged	n expires	n expires	PROM TO	instrument was acknowledged bet	corporation,
STATE OF COUNTY OF The foregoing instru	My commission	STATE OF COUNTY OF. The foregoing	My commission STATE OF COUNTY OF The foregoing in	My commission STATE OF COUNTY OF The foregoing in	My commission	OIF AND GAS LEASE	STATE OF COUNTY OF	of corporation, on behalf of the My commission expires

ADDENDUM

- existing lines are not below plowed depth, Lessee shall, upon request of Lessor, and within a reasonable All utility lines and pipelines shall be buried below plow depth or thirty-six (36) inches, whichever is the greater. If Lessor, in the process of good farming practices, modifies the terrain to such extent that time thereafter, lower such lines to a level below plowed depth. $\vec{\mathsf{H}}$
- It is hereby agreed that all topsoil shall be piled separately and returned to the surface when the pits are reasonable possible to its original condition where any alterations or changes were due to operations dried and filled. Lessee shall have the obligation to restore the surface of the premises as nearly as reasonably necessary. 7
- operations of Lessee. Lessee agrees to place its tank battery and necessary equipment pertaining thereto to and from any well location or drill site except as may be designated by Lessor. Provided only that such roads shall, upon request of Lessee, be designated and the width thereof shall be sufficient for all normal Lessor, within reason, reserves the right to designate the direction and location of every road or roadway on the premises and no roads, roadways or easements shall be constructed, laid, or in any manner made on the perimeter of the leasehold as near as practical to the county roadway (within county regulations) m
- production ceases for a period of 120 days and Lessee is not performing remedial operations and upon the written request of the Lessor, Lessee shall pay to Lessor \$5.00 per day until production is resumed. If the primary term of this lease is perpetuated by production of oil or gas, it is expressly agreed that if Lessee shall remove all machinery and equipment from the premises within twelve (12) months, and return the ground as nearly as practicable to its original condition. 4
- lease shall terminate as of two (2) years after the expiration of the primary term hereof, insofar and only If the primary term of this lease is perpetuated by production of oil or gas, it expressly agreed that this insofar as to all formations lying below 6,500 feet from the surface. ς.
- No more than two (2) acres shall be used for a drill site. Lessee and/or assigns further agree to pay Lessor the sum of \$1,500 for each test drilled and \$500 per acre for any crop loss. ώ
- 7. A completed oil shall not hold more than eighty (80) acres.
- oil exploration is available for lease. The commodity that is not produced should be released at the end of If oil is produced and not gas, then gas exploration is available for lease and if gas is produced and not oil, commodity, the original Lessee shall be allowed to obtain that lease for the terms specified in that lease the original lease. If at any time at a later date a lease is struck with any other entity for that released by simply matching the offer. œ.
 - 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 \$15.00 multiplied by the number of net mineral acres owned by Lessor in the land primary term shall be extended for an additional term of one (1) year from the end of the primary term described herein and then subject to this lease, and subject to the other provisions of this lease, the If at the end of the primary term, this lease is not otherwise continued in force under the provisions o,

			3.	
	*>			

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 4th day of August	. 20. 11
Ronald J. Suppes and Shirley K. Suppes, husband and wife	
17 East Hwy 96	
Dighton, KS 67839	hereinafter called lessor
Carmen Schmitt, Inc., Great Bend, KS	, hereinafter called lessee, does witness
1. That lessor, for and in consideration of the sum of	Dollars in hand paid and of the covenants does hereby grant, lease, and let exclusively at thereof with other oil and gas leases as the exploratory work thereon, including core and gasoline and their respective constituent ubsurface strata, and for constructing roads, venient for the economical operation of said ction of

Township 19 South, Range 30 West. Section 36: SE/4

containing	 160	 011-00-	-0	 acres,	more or less

- 2. This lease shall remain in force for a term ofThree (3). ... years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced
- 3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8th) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
- 4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shuff-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shuff in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
 - 5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.
- 6. In the event 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 to said lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to lessor, or his or their grantee, this lease shall cover such reversion.
- 7. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the nouse or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
- 8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with advance payments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor or heir of lessor.
- 9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset walls on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
- 10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in pa taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.
- 11 If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.
- 12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
- 13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for feiture to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling as well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lesses and continue until six months after said order is suspended.
- 14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 acres each in the event of an oil well, or into a unit or units not exceeding 840 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease if production is found on any part of the pooled acreage it shall be treated as if production is that from this lease whether any well is located on the land covered by this lease or not. Any well drilled on such unit shall be and constitute a well hereunder. 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 net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.
- 15 This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee

SEE ATTACHED ADDENDUM

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

Ronald J. Suppes J. Suppas

Shirley K. Suppes

STATE OF KANSAS)ss. COUNTY OF LANE)	ACKNOWLEDGMENT FOR INDIVIDUAL	
This instrument was acknowledged to me this _ Ronald J. Suppes and Shirley K. Suppes, h	4th day of August	_ 20 <u>11</u> , by
My commission expires: 2/23/2013	Loretta Stoecklein Nota	ry Public
LORETTA STOECKLEIN NOTARY PUBLIC STATE OF, KANSAS My Appt. Exp. 2-33-2013		
STATE OF))ss.	ACKNOWLEDGMENT FOR INDIVIDUAL	
COUNTY OF		_20, by
My commission evolves:		

Notary Public

ADDENDUM

- 1. All utility lines and pipelines shall be buried below plow depth or thirty-six (36) inches, whichever is the greater. If Lessor, in the process of good farming practices, modifies the terrain to such extent that existing lines are not below plowed depth, Lessee shall, upon request of Lessor, and within a reasonable time thereafter, lower such lines to a level below plowed depth.
- It is hereby agreed that all topsoil shall be piled separately and returned to the surface when the pits are
 dried and filled. Lessee shall have the obligation to restore the surface of the premises as nearly as
 reasonable possible to its original condition where any alterations or changes were due to operations
 reasonably necessary.
- 3. Lessor, within reason, reserves the right to designate the direction and location of every road or roadway on the premises and no roads, roadways or easements shall be constructed, laid, or in any manner made to and from any well location or drill site except as may be designated by Lessor. Provided only that such roads shall, upon request of Lessee, be designated and the width thereof shall be sufficient for all normal operations of Lessee. Lessee agrees to place its tank battery and necessary equipment pertaining thereto on the perimeter of the leasehold as near as practical to the county roadway (within county regulations) or property line.
- 4. If the primary term of this lease is perpetuated by production of oil or gas, it is expressly agreed that if production ceases for a period of 120 days and Lessee is not performing remedial operations and upon the written request of the Lessor, Lessee shall pay to Lessor \$5.00 per day until production is resumed. Lessee shall remove all machinery and equipment from the premises within twelve (12) months, and return the ground as nearly as practicable to its original condition.
- 5. If the primary term of this lease is perpetuated by production of oil or gas, it expressly agreed that this lease shall terminate as of two (2) years after the expiration of the primary term hereof, insofar and only insofar as to all formations lying below 6,500 feet from the surface.
- 6. No more than two (2) acres shall be used for a drill site. Lessee and/or assigns further agree to pay Lessor the sum of \$1,500 for each test drilled and \$500 per acre for any crop loss.
- 7. A completed oil shall not hold more than eighty (80) acres.
- 8. If oil is produced and not gas, then gas exploration is available for lease and if gas is produced and not oil, oil exploration is available for lease. The commodity that is not produced should be released at the end of the original lease. If at any time at a later date a lease is struck with any other entity for that released commodity, the original Lessee shall be allowed to obtain that lease for the terms specified in that lease by simply matching the offer.

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EL88-1 Form 38 (producers) Rev. 1-83 Paid-up Karisas -Oklahoma

OIL AND GAS LEASE

,20.11,
hereinafter called lessor,
Dollars in hand paid and of the covenants rese presents does hereby grant, lease, and let exclusively ease or any part thereof with other oil and gas leases as to thysical and other exploratory work thereon including cove
hysical and other exploratory work thereon, including core illate, castrighead gasoline and their respective constituen oces into the subsurface strate, and for constructing roads cessary or convenient for the economical operation of said ces, and the injection of water, brine, and other substances KARSAS, and described as follows:
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Township 19 South, Range 29 West, Section 31: W/2

containing 320 acres, more or less				
2 This lease shall remain in force for a term of	years (called	"primary term") and as	s long thereafter as oil, ga	a

- 3 The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8th) part of all oil roduced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8th) royalty the market price at the wellhead for oil of like rade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
- The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein lessed. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearty period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to \$7.50 per net mineral acre and shall be no longer than a two year term, and white said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall
 - 5 This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations
- 6. In the event 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 to said lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the little to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion
- 7 The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
- 6. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, the obligations or diminish the rights of lessee, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the all original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the proceedings showing the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantoe, devisee, or administrator, executor, or her of lessor.
- 9 If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks
- 10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.
- If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate it lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.
- 12. Lessee may at any time surrender or cancel this lesse in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
- All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lease be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
- Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 acres each in the event of an oil well, or into a unit or units not exceeding 80 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter acreage so pooled into a unit or units shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.
- 15 This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee

in the event lessee drills a well on the leased premises, lessee shall restore the surface as nearly as is practicable to its original condition and contour.

Lessor agrees to pay Lessee \$10.00 per rod for damages from the laying of a pipeline from a producing well on the leased premises.

If lessee drills a well on the leased premises, lessee shall pay Lessor \$2,000.00 per drill site as compensation for the damages caused by its operations.

If lessee completes a producing well on the leased premises, lessee shall set its tank battery along the roadway or in the corner of the leased premises.

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David L. Wethington	VIIISE INTERNAL THE SOUR ACTION AND A STATE OF THE SOURCE AND AND ADDRESS OF THE SOURCE AND ADDR	
	Security of the second second	
STATE OF Kansas	ē.	
STATE OF KGNSGS COUNTY OF SUCCUSSOR SS.	ACKNOWLEDGMENT FOR INDIVIDUAL	
This instrument was acknowledged to me this	3/ day of Dujum sen	20 <u>_11</u> , by
My commission expires: 8 75 2016	Man A. 15 mules	
	No	otary Public
A MARK A. GREENWELL Notary Public - State of Kanses My Appt. Expires 8 75 000		
STATE OF		
COUNTY OF)ss.	ACKNOWLEDGMENT FOR INDIVIDUAL	
This instrument was acknowledged to me this _	day of	20, by
My commission expires:		*
	No	otary Public

OIL AND GAS LEASE

<u></u>
THIS AGREEMENT, Entered into this1Stday ofDecember
between Daniel L. Wethington and Kristin Wethington, husband and wife
3124 Campfire Ct.
Lawrence, KS 66049 hereinafter called lessor
and Carmen Schmitt, Inc., Great Bend, KS., hereinafter called lessee, does witness
1. That lessor, for and in consideration of the sum of
Township 19 South, Range 29 West, Section 31: W/2

containing 320 acres more or less

- 3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8th) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
- 4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to \$7.50 per net mineral acre **and shall be no longer than a two year term**, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
 - 5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations,
- 6. In the event said lessor owns a less inferest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
- 7. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing
- 8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.
- 9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
- 10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.
- 11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.
- 12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
- 13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof; fruction failure accords with any such taws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
- 14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 acres each in the event of an oil well, or into a unit or units not exceeding 640 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 and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which le land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on such unit shall be and constitute a well hereunder. 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 net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.
- 15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

In the event lessee drills a well on the leased premises, lessee shall restore the surface as nearly as is practicable to its original condition and contour.

Lessor agrees to pay Lessee \$10.00 per rod for damages from the laying of a pipeline from a producing well on the leased premises.

If lessee drills a well on the leased premises, lessee shall pay Lessor \$2,000.00 per drill site as compensation for the damages caused by its operations.

If lessee completes a producing well on the leased premises, lessee shall set its tank battery along the roadway or in the corner of the leased premises.

IN WITNESS-WHEREOF, we sign the day and year first above written. Daniel L. Wethington	Kustic Wyhostor Kristin Wethington
STATE OF	ACKNOWLEDGMENT FOR INDIVIDUAL 13th day of <u>December</u> 20 11, by on, husband and wife
My commission expires: Jebruary 23, 2012 MONICA C. LANG NOTARY PUBLIC State of Kansas MY APPOINTMENT EXPIRES 2/23/2012	Monuse for Notary Public
	3
STATE OF)	
COUNTY OF)ss.	ACKNOWLEDGMENT FOR INDIVIDUAL
This instrument was acknowledged to me this _	day of 20, by
My commission expires:	Notary Public

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this1St
betweenPhilip B. Wethington and Julie Wethington, husband and wife
105 Feess Circle
Warnego, KS 66547
Carmen Schmitt, Inc., Great Bend, KS
Ten and more

Township 19 South, Range 29 West, Section 31: W/2

320				acres	, more or	less
,	320	320	320	_320	320 acres	320 acres, more or

- 3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8th) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
- 4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to \$7.50 per net mineral zere and shall be no longer than a two year term, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
 - 5 This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.
- 6. In the event 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 to said lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
- 7. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing
- 8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lesse shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor or heir of lessor.
- 9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
- 10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.
- 11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.
- 12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
- 13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any or the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
- 14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 acres each in the event of an oil well, or into a unit or units not exceeding 60 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease if production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on such unit shall be and constitute a well hereunder. 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 net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved
 - 15 This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee

In the event lessee drills a well on the leased premises, lessee shall restore the surface as nearly as is practicable to its original condition and contour.

Lessor agrees to pay Lessee \$10.00 per rod for damages from the laying of a pipeline from a producing well on the leased premises.

If lessee drills a well on the leased premises, lessee shall pay Lessor \$2,000.00 per drill site as compensation for the damages caused by its operations.

If lessee completes a producing well on the leased premises, lessee shall set its tank battery along the roadway or in the corner of the leased premises.

Philip B. Wethington

STATE OF SANSAS

COUNTY OF Shawree

Ss. ACKNOWLEDGMENT FOR INDIVIDUAL

This instrument was acknowledged to me this Stb day of Secender 20 11 by Philip B. Wethington and Julie Wethington, husband and wife

My commission expires: Ghalify

FELICIA MARLAR
Notary Public
State of Kansas
My Commission Expires Ghalify

STATE OF SS. ACKNOWLEDGMENT FOR INDIVIDUAL

COUNTY OF SS. ACKNOWLEDGMENT FOR INDIVIDUAL

This instrument was acknowledged to me this day of 20 by

Notary Public

My commission expires:__

*L88-1 Form 88 (producers) Rev. 1-83 (Paid-up, option to extend) Kansas -Oklahoma

OIL AND GAS LEASE

THIS AGRE	EMENT. Entered into this	30th day of	January	,20, 12
etween L	oren G. Witt and Ma	rjorie L. Witt Post-Decree	Support Settlement De	cree and Support-Related
	rust UDO Septembe			
F	O. Box 2248, Bartle	esville, OK 74005		hereinafter called lessor,
and Tho	mas Energy, Inc. 20	0 W. Douglas Ave., Ste. 2	20, Wichita, Kansas 672	hereinafter called lessee,
and agreement unto the lessed all or any part drilling and the vapors, and all laying pipe line land alone or c	s, hereinafter contained to be per the hereinafter described land, of the lands covered thereby as I drilling, mining, and operating fo other gases, found thereon, the is, building tanks, storing oil, buil onjointly with neighboring lands,	formed by the lessee, has this day granted with any reversionary rights therein, and wit nereinafter provided, for the purpose of car or, producing and saving all of the oil, gas, exclusive right of injecting water, brine, an ding power stations, electrical lines and oil to produce, save, take care of, and manufar	, leased, and let and by these presents in the right to unitize this lease or any f rying on geological, geophysical and or gas condensate, gas distillate, casingt d other fluids and substances into the her structures thereon necessary or or cture all of such substances, and the in	Dollars in hand paid and of the covenants does hereby grant, lease, and let exclusively part thereof with other oil and gas leases as to other exploratory work thereon, including core lead gasoline and their respective constituent subsurface strata, and for constructing roads, invenient for the economical operation of said ijection of
water, brine, ar	nd other substances into the subs	surface strata, said tract of land being situat	ted in the County of	Lane
State of	Kansas	and described as follows:		
		7.		
Township	20 South, Range 3	0 W <u>est</u>		
Section 1				

containing	160	acres,	more or l	ess.

- 2. This lease shall remain in force for a term of three (3) years from May 30, 2012(called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.
- The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8th) part of all
 oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8th) royalty the market price at the wellhead for oil of
 like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
- 4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production
 - 5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.
- 6. In the event 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 to said lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
- 7. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
- 8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until if has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.
- 9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
- 10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.
- 11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.
- 12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
- 13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
- 14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 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 and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease, if production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. 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 net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

NUMERICAL DIRECT INDIRECT COMP. ORIG. COMPUTER

STATE OF KANSAS, LANE COUNTY, SS This instrument was filed for record on the 22 day of duly recorded in Book 139 on page 114 Fee 12.0 0 Betty Lerhune Begister of Deeds Deputy

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said leasor and leases. WITNESS WHEREOF, we sign the day and year first above written. LOREN G. WITT AND MARJORIE L. WITT POST-DECREE SUPPORT SETTLEMENT DECREE AND SUPPORT-RELATED TRUST UDO SEPTEMBER 14, 1992 Joyce/Flanigan, Assistant Vice President & Trust Officer of Arvest Trust Company, formerly Weststar Bank, N.A., Trustee STATE OF OKLAHOMA **ACKNOWLEDGMENT** COUNTY OF WASHINGT This instrument was acknowledged to me on this 30 day of apri by Joyce Flanigan, Assistant Vice President & Trust Officer Arvest Trust Company, formerly Weststar Bank, N.A., as Trustee of the Loren G. Witt and Marjorie L. Witt Post-Decree Support Settlement Decree and Support Related Trust UDO September 14, 1992 My commission expires: 8-27-2012 **Notary Publi** Notary Public
State of Oklahoma
TENNIE GREEN
WASHINGTON COUNT
COMMISSION #10007161 emm, Exp. 08-27-2014 STATE OF_____) ACKNOWLEDGMENT FOR INDIVIDUAL COUNTY OF_____

This instrument was acknowledged to me on this _____ day of ____, 2010 ___,

Notary Public (Type/Print Name)

by ______

My commission expires: