



1086040

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

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

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

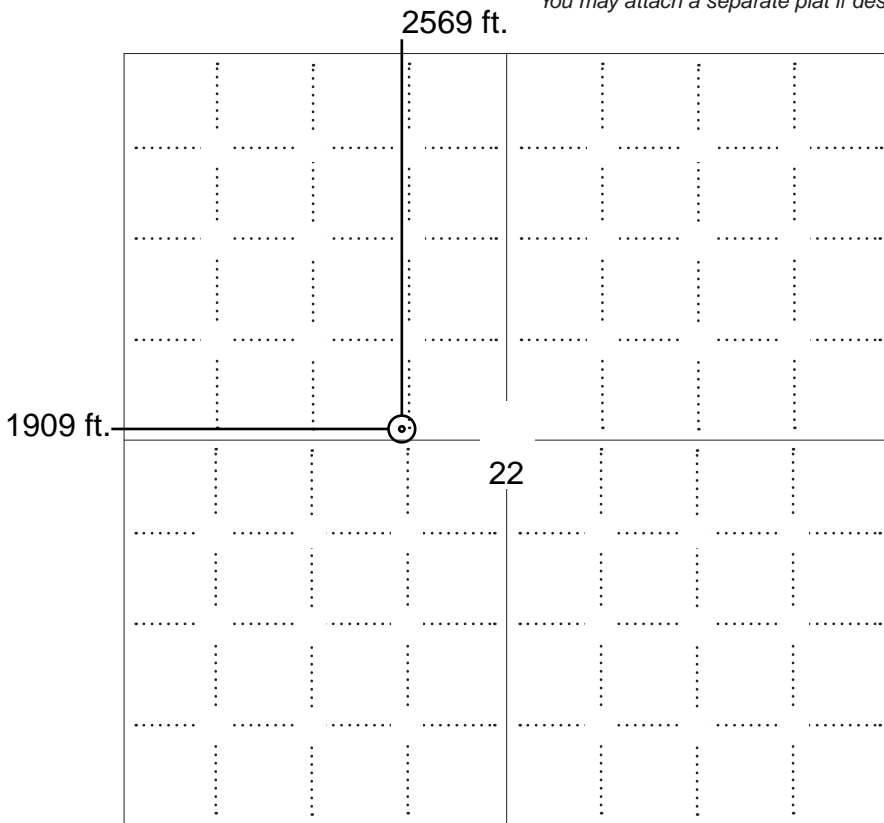
Is Section: Regular or Irregular

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

Section corner used: NE NW SE SW

PLAT

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



LEGEND

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



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

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.



APPLICATION FOR SURFACE PIT

Submit in Duplicate

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

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

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



CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

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

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

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

Surface Owner Information:

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

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

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

Select one of the following:

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

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

I Submitted Electronically

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator: Michael Austin
 Lease: Davis Ranch
 Well Number: 1-22 OWWO
 Field: Aetna Gas Area
 Number of Acres attributable to well: _____
 QTR/QTR/QTR/QTR of acreage: SE - SW - SE - NW

Location of Well: County: Barber
 _____ feet from N / S Line of Section
 _____ feet from E / W Line of Section
 Sec. 22 Twp. 34 S. R. 15 E W

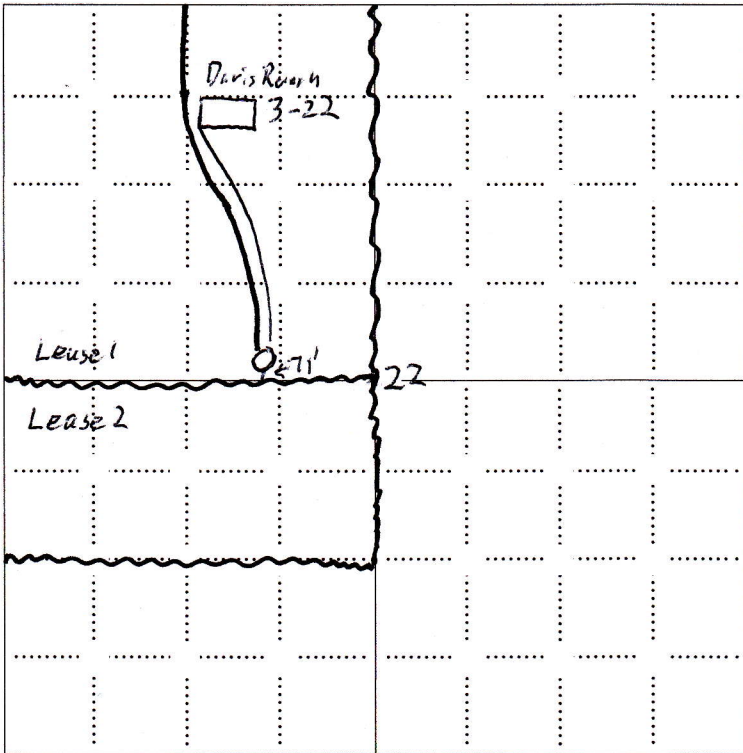
Is Section: Regular or Irregular

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

Section corner used: NE NW SE SW

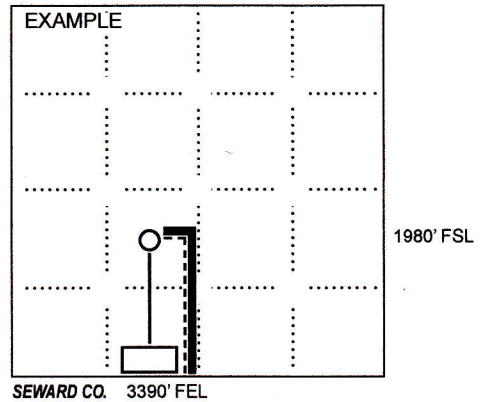
PLAT

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



LEGEND

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



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

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: (CO-7 for oil wells; CG-8 for gas wells).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

Form KSONA-1
Page 2 of 2
Davis Ranch 1-22 OWWO
Section 22-34S-15W
Barber County, KS

Surface Owner Information:

Z Bar, LLC
Attn: Russ Miller
1123 Research Drive
Bozeman, MT 59718

Operator Information:

M&M Exploration, Inc.
4257 Main St., Suite 230
Westminster, CO 80031
303-438-1991 office
303-466-6227 fax
austinoil@aol.com

Oil & Gas Lease

This Agreement, made and entered into this 31st day of July, 2002, by and between Bank of America, N.A. Trustee of the trust created under Trust Indenture Dated December 30, 1935 with George H. Davis, Settlor (as to an undivided 5.335 percent interest); Bank of America, N.A., Trustee of the trust created by Article IV of the Last Will and Testament of Minerva Gundelfinger dated June 29, 1948 (as to an undivided 9.902 percent interest); Bank of America, N.A., Trustee of the trust created by Item II of the Ninth Codicil to the Last Will and Testament of George H. Davis dated April 11, 1955 (as to an undivided 4.850 percent interest); Bank of America, N.A., Trustee of the trust created by Article VIII of the Last Will and Testament of George H. Davis dated July 21, 1944, as amended (as to an undivided 57.502 percent interest); Bank of America, N.A., Trustee of the trust created by Article V of the Last Will and Testament of Elizabeth Otterman Davis dated June 11, 1959, as amended (as to an undivided 22.411 percent interest), as holder of ninety percent (90%) of the mineral estate and one hundred percent (100%) of the executory rights, whose Post Office address is: Bank of America, N.A., P. O. Box 830308, Dallas, TX 75283-0308, hereinafter called Lessor(s), and Map Exploration, Inc., whose Post Office address is: P.O. Box 106, Purcell, OK 73030, hereinafter called Lessee(s),

Witnesseth:

1. That Lessor, in consideration of the cash bonus in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the sole and only purpose of exploring, drilling and operating for and producing oil and gas and of laying pipelines, storing oil and building tanks, telephone lines, roads and structures thereon to produce, save, care for, treat and transport said substances produced from the land leased hereunder only, the following described land situated in Barber County, State of Kansas, to-wit:

Township 34 South, Range 15 West

S/2 of Section 4 (320 acres), SW/4 of Section 3 (160 acres), E/2 of Section 8 (320 acres), N/2 of Section 9 (320 acres), W/2 of Section 10 (320 acres), W/2 of Section 15 (320 acres), All of Section 16 (640 acres), E/2 of Section 17 (320 acres), NE/4NE/4 of Section 20 (40 acres), N/2S/2 & NW/4 of Section 21 (320 acres), and N/2SW/4 of Section 22 (80 acres)

containing 3,160.00 acres, more or less.

2. Subject to the other provisions hereof, this lease shall be for a term of Three (3) years from this date (called "Primary Term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land or lands with which said land is pooled hereunder and the royalties are paid as provided.

3. Lessee shall pay the following royalties, subject to the following provisions:

(a) Lessee shall pay the Lessor 3/16ths of the gross proceeds of all oil and other liquid hydrocarbons recovered or separated on the leased premises, produced and saved from the leased premises and sold by Lessee in an arms' length transaction; provided however, in the event oil and other liquid hydrocarbons are not sold under an arms' length transaction, Lessor's royalty on such oil and other liquid hydrocarbons shall be calculated by using the highest price, plus premium, if any, paid or offered for oil and other liquid hydrocarbons of comparable quality in the general area where produced and when run; or after sixty (60) days written notice from Lessor, which notice may be given from time to time, deliver free of cost to Lessor at the wells or to the credit of Lessor into the pipeline to which the well may be connected such percentage of all oil and other liquid hydrocarbons produced and saved from the leased premises.

(b) Lessee shall pay the Lessor 3/16ths of the gross proceeds received by Lessee for all gas (including substances contained in such gas) recovered or separated on the leased premises, produced and saved from the leased premises and sold by Lessee in an arms' length transaction; provided, however in the event gas is not sold under an arms' length transaction, Lessor's royalty on such gas (including substances contained in such gas) shall be calculated by using the highest price paid or offered for gas of comparable quality in the general area where produced and when run.

(c) Lessee shall pay Lessor royalty on all oil and other liquid hydrocarbons, including condensate, and on all gas, including all substances contained in such gas, (all hereinafter collectively called "Products") produced from a well on the leased premises or on lands pooled with the leased premises and sold or used off the leased premises regardless of whether or not such Products are produced to the credit of Lessee or sold under a contract executed by or binding on Lessee. Should Products be sold under a sales contract not binding on Lessor, Lessor's royalty shall be calculated by using the highest price paid for any of the Products produced from the well from which such Products were produced.

(d) In no event will the price paid Lessor for Lessor's share of the Products be less than the price paid Lessee for Lessee's share of Products produced hereunder. For the purposes of this Section 3 an arms' length transaction shall be considered to be the sale of Products by Lessee to any non-affiliated company, subsidiary or other such entity through an agreement negotiated in good faith by all parties. Lessor shall not bear, directly or indirectly, any production or post-production cost or expenses, including without limitation, cost or expenses for storing, separating, dehydrating, transporting, compressing, treating, gathering, or otherwise rendering marketable or marketing the Products, and no deduction or reduction shall be made for any such costs and expenses in computing any payment, or the basis upon which any payment is, to be made to Lessor pursuant to clauses (a), (b) or (c).

(e) While there is a well on the leased premises capable of producing gas in paying quantities but the production thereof is shut-in or suspended for any reason, Lessee may pay as royalty on or before 90 days after the date on which (i) production from any such well is shut-in or suspended or (ii) this lease is no longer maintained by compliance with other provisions hereof, whichever is the later date, and thereafter at annual intervals, a sum in the amount of \$5.00 per acre, or a minimum of Fifty Dollars (\$50.00), whichever is greater, for each and every shut-in gas well; and if such payment is made or tendered in accordance with the terms hereof, this lease shall not terminate but shall continue in full force, subject to the provisions of paragraph 15, and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of each pertinent provision of this lease, and in no event shall shut-in well payments maintain this lease in force for a cumulative period exceeding three (3) year(s). Lessee shall not be entitled to recover any shut-in royalty payments from the future sale of gas. Should the shut-in period extend beyond the expiration of the primary term, such shut-in provision will pertain only to the producing unit of such gas well as provided for in paragraph 15. Should such shut-in royalty payments not be made in a timely manner as provided in this paragraph, it will be considered for all purposes that there is no production or no excuse for delayed production of gas from any such well or wells and unless there is then in effect other preservation provisions of this lease, this lease shall terminate at midnight on the last day provided for the payment of such shut-in royalties, and Lessee shall thereupon furnish to Lessor a release of all its interest in and to this oil and gas lease insofar as that portion of the premises included in the producing unit assigned to such shut-in well.

(f) Lessee agrees that before any gas produced from the leased premises or land unitized therewith is used or sold off the leased premises or land unitized therewith, it will be run, free of cost to Lessor, through an adequate oil and gas separator of a conventional type or equipment at least as efficient, to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered on the leased premises or the land unitized therewith and the royalty paid thereon.

(g) Lessee agrees that if it enters into any contract for sale of any Products from this lease, which shall extend for five (5) years from the effective date of such sales contract and such contract does not have adequate provisions for redetermination of price at intervals of not less frequently than annually, then Lessee, its successors and assigns, shall in advance of executing any such sales contract provide Lessor with a full and complete copy of the proposed contract for the purpose of allowing Lessor to determine whether Lessee may sell Lessor's royalty share of Products under Lessee's proposed sales contract. Lessor shall, within thirty (30) days of receiving such sales contract, notify Lessee as to whether Lessee may sell Lessor's royalty share of Products under Lessee's proposed sales contract. In the event Lessor approves Lessee's proposed sales contract, Lessee shall pay the Lessor 3/16ths of all consideration received by or for the benefit of Lessee under said contract, without deducting any post-production cost or expenses, including without limitation, cost or expenses for dehydrating, transporting, compressing, treating, gathering, or otherwise rendering marketable or marketing the Products. In the event Lessor does not approve Lessee's proposed sales contract, then Lessor's royalty shall nonetheless, be calculated by using the highest price paid or offered for Products of

comparable quality in the general area where produced and when run.

(h) Lessor, at its sole option and discretion, may from time to time elect to take in kind and separately dispose of its royalty share of the gas for such periods of time as Lessor may designate in writing. In the event Lessor elects in writing to take and separately dispose of its royalty share of the gas, an appropriate gas balancing agreement shall be entered into between the parties. It is expressly agreed, however, that the inclusion of an option to permit Lessor to take its royalty gas in kind shall not modify or limit Lessee's duty to pay royalties as provided herein or to market the gas at such times, and from time to time, as Lessor does not choose to take and separately dispose of its royalty gas.

(i) Within 120 days following the first sale of oil or gas produced from the leased premises, settlement shall be made by Lessee or by its agent for royalties due hereunder with respect to such oil or gas sold off the premises, and such royalties shall be paid monthly thereafter without the necessity of Lessor executing a division or transfer order. If said initial royalty payment is not so made under the terms hereof, this lease shall terminate as of 7 a.m. the first day of the month following the expiration of said 120-day period. After said initial royalty payment, with respect to oil or gas produced during any month, if royalty is not paid hereunder on or before the last day of the second succeeding month, this lease shall terminate at midnight of such last day.

4. If actual drilling is not commenced on said land, or on land pooled therewith, on or before twelve (12) months from the date of this lease, this lease shall then terminate, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in Bank of America, N.A. of Dallas, Texas which bank and its successors shall continue as the depository for all rentals payable hereunder, regardless of changes in ownership of delay rentals, the sum of **THIS IS A PAID-UP LEASE. ALL DELAY RENTALS REFERRED TO HEREIN ARE PAID IN FULL** Dollars (\$ 0.00) (hereinafter called "rental"), which shall cover the privilege of deferring commencement of actual drilling for a period of twelve (12) months. In like manner, and upon like payments or tenders, actual drilling may be further deferred for like periods of twelve (12) months each during the primary term. In the event a portion or portions of said land is pooled and unitized with other land to form a pooled unit or units or is included in a proration or production unit under the applicable rules and regulations of the appropriate state or federal governing body (hereinafter called "unit"), operation on or production from such unit or the payment of shut-in royalty as defined in paragraph 3(e) will maintain this lease in force only as to the land included in such unit. This lease may be maintained in force during the primary term as to any of said land covered hereunder and not included in such unit in any manner provided for herein, which will include but not be limited to, the payment of delay rentals pursuant to the provisions of this paragraph, however it is understood that such delay rental shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. The payment or tender of rentals or shut-in royalties may be made by check of Lessee mailed or delivered to Lessor or to said bank on or before the date of payment. The bonus paid hereunder is consideration for this lease and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository named above, a release or releases covering any portion or portions of said land and thereby surrender this lease as to such portion or portions and be relieved of all obligations for future rental and shut-in royalty payable hereunder as to the acreage surrendered, and thereafter the rental and shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. Lessee agrees that if at any time the aforesaid delay rental is not paid on or before the date on which same is required to be paid under the terms of this lease, or if this lease terminates for any other reason, then in said event, Lessee shall promptly prepare and execute a recordable release instrument covering the land leased hereunder and shall forward same to Lessor.

5. Lessee is hereby granted the right to pool or combine the land covered by this lease, or any part or parts thereof, as to all strata or any stratum, with any other land, as to all strata or any stratum, for the production of oil or gas. Pooled units which do not include 100% of the herein leased premises shall be subject to the written approval of the Lessor, such approval shall not be unreasonably withheld. Pooling in one or more instances shall not exhaust the right of Lessee hereunder to pool this lease or portion thereof into other or different units. Units pooled for oil hereunder shall not exceed forty (40) acres each, and units pooled for gas hereunder shall not exceed One hundred sixty (160) acres each, provided that if any federal or state law, executive order, rule or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing unit allowable based in whole or in part on acreage per well, then any such unit may consist of that minimum number of additional acres which will permit the allocation to such unit and describing the participating tracts in the county conveyance records in which the premises are located. A copy of the unit designation shall be furnished to Lessor within thirty (30) days after it is filed in the appropriate county records, and if Lessee fails to do so, such unit may be declared invalid by Lessor by an instrument filed in such county records. Drilling or reworking operations and production on any part of the pooled acreage shall be treated for all purposes hereof (except the payment of royalties on such production) as if such drilling or reworking operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. For the purpose of computing the royalties and other payments out of production to which the owners of such interests shall be entitled on production of oil and gas, or either of them, from any such pooled unit, there shall be allocated to the land covered by this lease and included in such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis; thus, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production whether it be oil and gas, or either of them so allocated to the land covered by this lease and included in the unit just as though such production were from such land. In the event only a part, or parts, of the land covered by this lease instrument is pooled or unitized with other land, or lands, so as to form a pooled unit, or units, operations on or production from such unit, or units, will maintain this lease in force only as to the land included in such unit, or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rental payments shall be reduced in proportion to the number of acres covered hereby and included in such unit or units.

6. If, prior to discovery of oil or gas on said land or land pooled therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences reworking or actual drilling within sixty (60) days thereafter, or, if it be within the Primary Term, commences or resumes the payment or tender of rentals or commences actual drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion and abandonment of said dry hole or holes or the cessation of production. If, at the expiration of the Primary Term, oil or gas is not being produced on said land or land pooled therewith and Lessee is then engaged in actual drilling or reworking of any well thereon, this lease shall remain in force so long as drilling or reworking is prosecuted with no cessation of more than sixty (60) consecutive days, and if such operation results in production, so long thereafter as oil or gas is produced in paying quantities from said land or land pooled therewith. In the event a well or wells producing oil or gas should be brought in on adjacent land within six hundred feet (600') of the leased premises for an oil well or within twelve hundred feet (1200') of the leased premises for a gas well, Lessee agrees to commence the drilling of an offset well within 120 days or release that portion of the leased acreage that would be allocated to such well unit. If oil or gas is discovered on the land covered by this lease, or on land pooled therewith, Lessee agrees to further develop said land covered by this lease as a reasonably prudent operator would under the same or similar circumstances.

7. Lessee shall have free use of oil and gas from said land for all operations hereunder. Lessee shall at any time within 180 days after the expiration of this Lease remove all property and fixtures placed by Lessee on said land, including the removal of all casing except as to water wells in which case Lessee shall remove all property and fixtures except the casing and shall do nothing that will in any way damage said water well or prevent its future use by surface owner. Lessee will, at surface owner's request, remove the casing from and plug and abandon such water well at Lessee's sole expense. No well shall be drilled within one thousand three hundred twenty (1320) feet of any residence, four hundred (400) feet of any permanent livestock holding pens, permanent livestock corrals or permanent livestock barns or two hundred (200) feet of any permanent livestock watering facilities now existing or hereafter constructed on Property owned by surface owner, without surface owner's consent. Surface owner shall have the privilege, at his risk and expense, of using gas from any gas well on said land for surface owner's principal dwelling out of any gas not needed for operations hereunder.

8. Lessee will conduct its operation hereunder so as not to interfere unreasonably with Lessor or surface owner in the use of the surface of the lands covered by this Lease provided, that any use of the surface will require written consent of surface owner in advance. Such consent will not be unreasonably withheld. Prior to any use of the surface, Lessee will present to surface owner a plat of the property showing the area proposed to be used and the type of use to be made. Within thirty (30) days of the receipt of such notice, surface owner will either deliver written consent or propose a reasonable alternative area for such use. Lessee will provide at Lessee's expense all customary protective measures to prevent any loss or damage to the property of Lessor and surface owner on account of any operations by Lessee. Lessee will pay for all damages to the surface of or crops or improvements on the leased lands or suffered by surface owner or tenant of surface owner and caused by or arising out of operations under this Lease. Pits and excavations made during drilling operations or otherwise will be filled by Lessee and the surface restored as soon as practicable and the pits are dry, as nearly as reasonably possible, to its original condition; and if Lessee fails to do so, the cost to surface owner of such filling and restoration shall be paid by Lessee.

9. No assignment of this lease, or any interest therein, may be made without written approval of the Lessor, such approval shall not be unreasonably withheld. Subject to the preceding condition, the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of Lessor and Lessee, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until Lessee shall have been furnished with the instrument or instruments, or certified copies thereof, evidencing such change or division. In the event of a permitted assignment of the leasehold as to a separate portion of said leasehold interest, or certified copies to an undivided interest or separate tract interest, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to their ownership of each interest, and default on rental payments or any other obligations by one shall not affect the rights and obligations of the other leasehold owners hereunder; further, liability for breach of any obligations hereunder shall rest respectively upon the owners who commit such breach and owners of the leasehold estate remaining, jointly and severally.

10. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure, except any and all monetary payments due under the terms of this lease. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides and lightning. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule or regulation enacted or promulgated under color of authority to

cease drilling operations, reworking operations or producing operations on the land covered by this lease or if Lessee by operation of force majeure is prevented from conducting drilling operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated and for a period of sixty (60) days after such termination each and every provision of this lease or implied covenant arising thereunder that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force, provided, however, that in no event will the primary term be extended unless Lessee has begun the actual drilling of a well prior to the date of the expiration of the primary term.

11. If Lessor owns an interest in said land less than the entire and undivided fee simple mineral estate therein, then the royalties and rental herein provided shall be paid to the Lessor and any person for whom Lessor holds executory powers in the proportion which their respective interests bear to the entire and undivided fee simple mineral estate.

12. Lessor herein executes and delivers this lease without warranty of title either express or implied. Lessee, at its option, 30 days after giving written notice to Lessor, may discharge any tax lien upon the interest herein leased; and, in the event Lessee does so, Lessee shall have the right to apply rentals and royalties accruing hereunder to reimburse such payment.

13. In the event this lease expires for any reason as to all or any portion of the land described in this lease, Lessee shall furnish Lessor promptly with a written, recordable release instrument covering all of the land as to which this lease has so expired.

14. Lessee shall advise Lessor and surface owner in writing as to the location of each well drilled upon the premises, or on land pooled therewith, on or before seven (7) days after commencement of operations, and shall advise Lessor and surface owner in writing as to the date of completion or abandonment of each well drilled within thirty (30) days after such completion or abandonment. Lessee agrees to furnish Lessor with all well drilling, completion and production data, reports, title opinions, logs, and information when specifically requested by the Lessor. Lessee agrees that immediately following this instrument being recorded in the county records where the leased premises are located that Lessee will provide Lessor and surface owner with a copy of this fully recorded instrument as it appears in said records.

15. Notwithstanding any provision contained herein, upon the expiration of the primary term of this lease, if the same is being held by the production of oil and/or gas, this lease shall nevertheless terminate as to: (1) all acreage outside of the then producing proration units established under the rules and regulations of governmental authority having jurisdiction in order to obtain the maximum allowable per well; and (2) all depths and horizons below the base of the formation producing commercially in each of the then producing proration units. Provided, however, that if Lessee is engaged in drilling or reworking operations on the leased premises at that time or within 90 days prior to that time, this lease shall remain in force and effect as to all depths and horizons covered hereunder so long as not more than 180 days elapses between the completion or abandonment of one well and the commencement of a subsequent well; and after 180 days has elapsed in which Lessee has not commenced a subsequent well, this lease shall terminate as to all parties as to: (1) all acreage outside of the then producing proration units established under the rules and regulations of governmental authority having jurisdiction in order to obtain the maximum allowable per well; and (2) all depths and horizons below the base of the formation producing commercially in each of the then producing proration units. In the absence of field rules promulgated by the appropriate governing body of the state in which such acreage is located, the term "producing proration unit" as used herein means the following number of acres, depending on the depth to which the well has been drilled, and whether the well is an oil or gas well: A. 40 acres for an oil well completed at any depth; B. (i) 80 acres for a gas well completed at a depth of less than 2,000 feet subsurface; (ii) 160 acres for a gas well completed at a depth of 2,000 feet subsurface to 6,000 feet subsurface. For the purposes hereof, commencement of a well shall be that time in which new hole is being made below the cellar with rotary tools, and completion or abandonment shall occur on the earliest of: (1) official potential test, (2) plugging and abandonment, and (3) the lapse of 30 days without making new hole. Lessee shall promptly execute and record an appropriate release at the termination of all or part of this lease.

16. If Lessor or surface owner files a legal action to enforce any express or implied obligation of this lease and receives a favorable judgment from a court of competent jurisdiction, then Lessee shall reimburse Lessor or surface owner, as applicable, for all costs of such legal proceeding including reasonable attorney's fees.

17. Lessee shall conduct its operations in compliance of all applicable rules and regulations of any regulatory body having jurisdiction on such operations. Lessee agrees to indemnify, save and hold harmless Lessor, Bank of America, N.A. and surface owner and their respective directors, officers, employees, and agents from and against all claims, damages, demands, losses, environmental liabilities and expenses (including attorneys' fees, court costs and other expenses of litigation) in any way arising out of or relating to Lessee's acts, omissions, performance or operations hereunder. This provision shall extend beyond termination of this agreement.

18. Parties in Interest. Lessee represents that he is not an officer, director, or employee of Bank of America Corporation, Bank of America, N.A., or any of its affiliates and/or subsidiaries, nor is Lessee acting on behalf of any such officer, director, or employee.

19. See Surface Amendments consisting of Five (5) pages attached hereto and made a part hereof. In the event of any conflict between the terms of this Lease and the provisions of the Surface Amendments, the terms of the Surface Amendments shall control.

Executed on the date first above written.

Lessor(s):

Bank of America, N.A. Trustee of the trust created under Trust Indenture Dated December 30, 1935 with George H. Davis, Settlor (as to an undivided 5.335 percent interest)

By: 
Name: Brad Kolins

Title: Vice President

Address: P.O. Box 830308, Dallas, TX 75283-0308

Lessee(s):

Map Exploration, Inc.

By: 
Name: Michael A. Pollak

Title: President

Tax ID #:

Address: P.O. Box 106, Purcell, OK 73030

Bank of America, N.A., Trustee of the trust created by Article IV of the Last Will and Testament of Minerva Gundelfinger dated June 29, 1948 (as to an undivided 9.902 percent interest)

By: 
Name: Brad Kolins

Title: Vice President

Address: P.O. Box 830308, Dallas, TX 75283-0308

Bank of America, N.A., Trustee of the trust created by Item II of the Ninth Codicil to the Last Will and Testament of George H. Davis dated April 11, 1955 (as to an undivided 4.850 percent interest)

By: 

Name: Brad Kolins
Title: Vice President
Address: P.O.Box 830308, Dallas, TX 75283-0308

Bank of America, N.A., Trustee of the trust created by Article VIII of the Last Will and Testament of George H. Davis dated July 21, 1944, as amended (as to an undivided 57.502 percent interest)

By: *Brad Kolins*
Name: Brad Kolins
Title: Vice President
Address: P.O.Box 830308, Dallas, TX 75283-0308

Bank of America, N.A., Trustee of the trust created by Article V of the Last Will and Testament of Elizabeth Otterman Davis dated June 11, 1959, as amended (as to an undivided 22.411 percent interest)

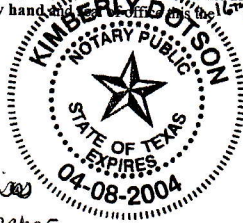
By: *Brad Kolins*
Name: Brad Kolins
Title: Vice President
Address: P.O.Box 830308, Dallas, TX 75283-0308

State of Texas

County of

Before Me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, Brad Kolins, Vice President of Bank of America, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Bank in the capacity therein stated.

Given under my hand and seal of office this the 17 day of July, 2002.



Kimberly Dotson
Notary Public in and for the State of Texas

State of Kansas
County of Barber

Before Me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael A. Pollock, President of MAP Exploration, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation in the capacity therein stated.

Given under my hand and seal of office this the 18 day of September, 2002.



Sheri J. Mantey
Notary Public in and for the State of Oklahoma



State of Kansas, Barber Co., SS
This Instrument was filed for record on the 18 day of September, 2002 at 11:53 o'clock A. M., and duly recorded in book 293 on page 505
Stacy Jo Swinden
Register of Deeds
Fees #40.00

15-007-20208-000

STATE OF KANSAS
STATE CORPORATION COMMISSION

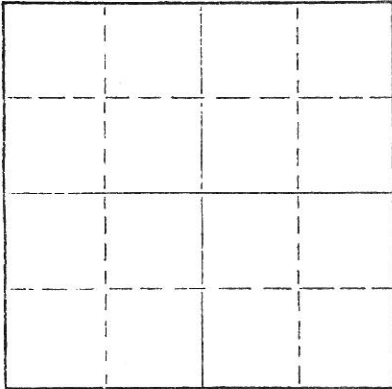
Form CP-4

Give All Information Completely
Make Required Affidavit
Mail or Deliver Report to:
Conservation Division
State Corporation Commission
212 No. Market
Wichita, Kansas 67202

WELL PLUGGING RECORD

Barber County, Sec. 22 Twp. 34S Rge. (E) 15 (W)

Location as "NE/CNW/SW" or footage from lines 100' NW of E/2 W/2
Lease Owner Okmar Oil Company
Lease Name Davis Ranch Well No. 1-22
Office Address 1130 Vickers-KSB&T Bldg., Wichita, Kansas
Character of Well (completed as Oil, Gas or Dry Hole) Dry Hole
Date well completed September 23, 1972
Application for plugging filed 19
Application for plugging approved 19
Plugging commenced September 23, 1972
Plugging completed September 23, 1972
Reason for abandonment of well or producing formation Dry Hole



Locate well correctly on above Section Plat

If a producing well is abandoned, date of last production 19
Was permission obtained from the Conservation Division or its agents before plugging was commenced? Yes (G. Russell Biberstein of Attica)

Name of Conservation Agent who supervised plugging of this well
Producing formation Depth to top Bottom Total Depth of Well 4800 Feet
Show depth and thickness of all water, oil and gas formations.

OIL, GAS OR WATER RECORDS

CASING RECORD

FORMATION	CONTENT	FROM	TO	SIZE	PUT IN	PULLED OUT
	Surface Casing	0	239'	8-5/8"	239'	None

Describe in detail the manner in which the well was plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plugs were used, state the character of same and depth placed, from feet to feet for each plug set.

Heavy Mud from Total Depth to 400 Feet,
50 sax Cement Plug; Mud to 50 Feet,
1/2 sax Halls, Plug & 20 sax Cement to
Base of Cellar; 2 sax Cement in Rat Hole.
Job Completed @ 8:00 P.M.

RECEIVED
STATE CORPORATION COMMISSION
SEP 28 1972
CONSERVATION DIVISION
Wichita, Kansas

(If additional description is necessary, use BACK of this sheet)

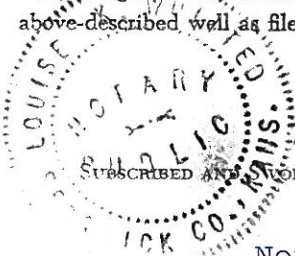
Name of Plugging Contractor HOWCO
Address P. O. Box 693, Great Bend, Kansas 67530

STATE OF KANSAS COUNTY OF SEDGWICK, ss.
Clarence Michael of Sage Drilling Co. (employee of owner) or (owner or operator) of the above described

well, being first duly sworn on oath, says: That I have knowledge of the facts, statements, and matters herein contained and the log of the above-described well as filed and that the same are true and correct. So help me God.

(Signature) Clarence Michael
500 Bitting Building, Wichita, Kansas
(Address)

SUBSCRIBED AND SWORN TO before me this 27th day of September, 1972.



Louise K. Whitted
Louise K. Whitted - Notary Public.

My commission expires November 26, 1974.



Oil & Gas Lease

This Agreement, made and entered into this 15th day of June, 2001, by and between Bank of America, N.A. Trustee of the trust created under Trust Indenture Dated December 30, 1935 with George H. Davis, Settlor (as to an undivided 5.335 percent interest); Bank of America, N.A., Trustee of the trust created by Article IV of the Last Will and Testament of Minerva Gundelfinger dated June 29, 1948 (as to an undivided 9.902 percent interest); Bank of America, N.A., Trustee of the trust created by Item II of the Ninth Codicil to the Last Will and Testament of George H. Davis dated April 11, 1955 (as to an undivided 4.850 percent interest); Bank of America, N.A., Trustee of the trust created by Article VIII of the Last Will and Testament of George H. Davis dated July 21, 1944, as amended (as to an undivided 57.502 percent interest); Bank of America, N.A., Trustee of the trust created by Article V of the Last Will and Testament of Elizabeth Otterman Davis dated June 11, 1959, as amended (as to an undivided 22.411 percent interest), as holder of ninety percent (90%) of the mineral estate and one hundred percent (100%) of the executory rights, whose Post Office address is: Bank of America, N.A., P. O. Box 830308, Dallas, TX 75283-0308, hereinafter called Lessor(s), and Map Exploration, Inc., whose Post Office address is: P.O. Box 106, Purcell, OK 73080 hereinafter called Lessee(s), Witnesseth:

1. That Lessor, in consideration of the cash bonus in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the sole and only purpose of exploring, drilling and operating for and producing oil and gas and of laying pipelines, storing oil and building tanks, telephone lines, roads and structures thereon to produce, save, care for, treat and transport said substances produced from the land leased hereunder only, the following described land situated in Barber County, State of Kansas to-wit:

Township 34 South, Range 15 West
S/2 of Section 9; NE/4 of Section 21 and NW/4 of Section 22

containing 640 acres, more or less.

2. Subject to the other provisions hereof, this lease shall be for a term of Three (3) years from this date (called "Primary Term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land or lands with which said land is pooled hereunder and the royalties are paid as provided.

3. Lessee shall pay the following royalties, subject to the following provisions:

(a). Lessee shall pay the Lessor 3/16ths of the gross proceeds of all oil and other liquid hydrocarbons recovered or separated on the leased premises, produced and saved from the leased premises and sold by Lessee in an arms' length transaction; provided however, in the event oil and other liquid hydrocarbons are not sold under an arms' length transaction, Lessor's royalty on such oil and other liquid hydrocarbons shall be calculated by using the highest price, plus premium, if any, paid or offered for oil and other liquid hydrocarbons of comparable quality in the general area where produced and when run; or after sixty (60) days written notice from Lessor, which notice may be given from time to time, deliver free of cost to Lessor at the wells or to the credit of Lessor into the pipeline to which the well may be connected such percentage of all oil and other liquid hydrocarbons produced and saved from the leased premises.

(b). Lessee shall pay the Lessor 3/16ths of the gross proceeds received by Lessee for all gas (including substances contained in such gas) recovered or separated on the leased premises, produced and saved from the leased premises and sold by Lessee in an arms' length transaction; provided, however in the event gas is not sold under an arms' length transaction, Lessor's royalty on such gas (including substances contained in such gas) shall be calculated by using the highest price paid or offered for gas of comparable quality in the general area where produced and when run.

(c). Lessee shall pay Lessor royalty on all oil and other liquid hydrocarbons, including condensate, and on all gas, including all substances contained in such gas, (all hereinafter collectively called "Products") produced from a well on the leased premises or on lands pooled with the leased premises and sold or used off the leased premises regardless of whether or not such Products are produced to the credit of Lessee or sold under a contract executed by or binding on Lessee. Should Products be sold under a sales contract not binding on Lessor, Lessor's royalty shall be calculated by using the highest price paid for any of the Products produced from the well from which such Products were produced.

(d). In no event will the price paid Lessor for Lessor's share of the Products be less than the price paid Lessee for Lessee's share of Products produced hereunder. For the purposes of this Section 3 an arms' length transaction shall be considered to be the sale of Products by Lessee to any non-affiliated company, subsidiary or other such entity through an agreement negotiated in good faith by all parties. Lessor shall not bear, directly or indirectly, any production or post-production cost or expenses, including without limitation, cost or expenses for storing, separating, dehydrating, transporting, compressing, treating, gathering, or otherwise rendering marketable or marketing the Products, and no deduction or reduction shall be made for any such costs and expenses in computing any payment, or the basis upon which any payment is, to be made to Lessor pursuant to clauses (a), (b) or (c).

(e). While there is a well on the leased premises capable of producing gas in paying quantities but the production thereof is shut-in or suspended for any reason, Lessee may pay as royalty on or before 90 days after the date on which (i) production from any such well is shut-in or suspended or (ii) this lease is no longer maintained by compliance with other provisions hereof, whichever is the later date, and thereafter at annual intervals, a sum in the amount of \$5.00 per acre, or a minimum of Fifty Dollars (\$50.00), whichever is greater, for each and every shut-in gas well; and if such payment is made or tendered in accordance with the terms hereof, this lease shall not terminate but shall continue in full force, subject to the provisions of paragraph 15, and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of each pertinent provision of this lease, and in no event shall shut-in well payments maintain this lease in force for a cumulative period exceeding three (3) year(s). Lessee shall not be entitled to recover any shut-in royalty payments from the future sale of gas. Should the shut-in period extend beyond the expiration of the primary term, such shut-in provision will pertain only to the producing unit of such gas well as provided for in paragraph 15. Should such shut-in royalty payments not be made in a timely manner as provided in this paragraph, it will be considered for all purposes that there is no production or no excuse for delayed production of gas from any such well or wells and unless there is then in effect other preservation provisions of this lease, this lease shall terminate at midnight on the last day provided for the payment of such shut-in royalties, and Lessee shall thereupon furnish to Lessor a release of all its interest in and to this oil and gas lease insofar as that portion of the premises included in the producing unit assigned to such shut-in well.

(f). Lessee agrees that before any gas produced from the leased premises or land unitized therewith is used or sold off the leased premises or land unitized therewith, it will be run, free of cost to Lessor, through an adequate oil and gas separator of a conventional type or equipment at least as efficient, to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered on the leased premises or the land unitized therewith and the royalty paid thereon.

(g) Lessee agrees that if it enters into any contract for sale of any Products from this lease, which shall extend for five (5) years from the effective date of such sales contract and such contract does not have adequate provisions for redetermination of price at intervals of not less frequently than annually, then Lessee, its successors and assigns, shall in advance of executing any such sales contract provide Lessor with a full and complete copy of the proposed contract for the purpose of allowing Lessor to determine whether Lessee may sell Lessor's royalty share of Products under Lessee's proposed sales contract. Lessor shall, within thirty (30) days of receiving such sales contract, notify Lessee as to whether Lessee may sell Lessor's royalty share of Products under Lessee's proposed sales contract. In the event Lessor approves Lessee's proposed sales contract, Lessee shall pay the Lessor 3/16ths of all consideration received by or for the benefit of Lessee under said contract, without deducting any post-production cost or expenses, including without limitation, cost or expenses for dehydrating, transporting, compressing, treating, gathering, or otherwise rendering marketable or marketing the Products. In the event Lessor does not approve Lessee's proposed sales contract, then Lessor's royalty shall nonetheless, be calculated by using the highest price paid or offered for Products of comparable quality in the general area where produced and when run.

State of Kansas, Barber Co., SS
This Instrument was filed for record on
the 27 day of July
2001 at 8:56 o'clock A. M., and
duly recorded in book 289 on page 189
Settler Swauden

(h) Lessor, at its sole option and discretion, may from time to time elect to take in kind and separately dispose of its royalty share of the gas for such periods of time as Lessor may designate in writing. In the event Lessor elects in writing to take and separately dispose of its royalty share of the gas, an appropriate gas balancing agreement shall be entered into between the parties. It is expressly agreed, however, that the inclusion of an option to permit Lessor to take its royalty gas in kind shall not modify or limit Lessee's duty to pay royalties as provided herein or to market the gas at such times, and from time to time, as Lessor does not choose to take and separately dispose of its royalty gas.

(i) Within 120 days following the first sale of oil or gas produced from the leased premises, settlement shall be made by Lessee or by its agent for royalties due hereunder with respect to such oil or gas sold off the premises, and such royalties shall be paid monthly thereafter without the necessity of Lessor executing a division or transfer order. If said initial royalty payment is not so made under the terms hereof, this lease shall terminate as of 7 a.m. the first day of the month following the expiration of said 120-day period. After said initial royalty payment, with respect to oil or gas produced during any month, if royalty is not paid hereunder on or before the last day of the second succeeding month, this lease shall terminate at midnight of such last day.

4. If actual drilling is not commenced on said land, or on land pooled therewith, on or before twelve (12) months from the date of this lease, this lease shall then terminate, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in Bank of America, N.A. of Dallas, Texas which bank and its successors shall continue as the depository for all rentals payable hereunder, regardless of changes in ownership of delay rentals, the sum of THIS IS A PAID-UP LEASE, ALL DELAY RENTALS REFERRED TO HEREIN ARE PAID IN FULL Dollars (\$ 0.00) (hereinafter called "rental"), which shall cover the privilege of deferring commencement of actual drilling for a period of twelve (12) months. In like manner, and upon like payments or tenders, actual drilling may be further deferred for like periods of twelve (12) months each during the primary term. In the event a portion or portions of said land is pooled and unitized with other land to form a pooled unit or units or is included in a proration or production unit under the applicable rules and regulations of the appropriate state or federal governing body (hereinafter called "unit"), operation on or production from such unit or the payment of shut-in royalty as defined in paragraph 3(e) will maintain this lease in force only as to the land included in such unit. This lease may be maintained in force during the primary term as to any of said land covered hereunder and not included in such unit in any manner provided for herein, which will include but not be limited to, the payment of delay rentals pursuant to the provisions of this paragraph, however it is understood that such delay rental shall be reduced in proportion to the number of acres covered hereby and included in such unit or units. The payment or tender of rentals or shut-in royalties may be made by check of Lessee mailed or delivered to Lessor or to said bank on or before the date of payment. The bonus paid hereunder is consideration for this lease and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository named above, a release or releases covering any portion or portions of said land and thereby surrender this lease as to such portion or portions and be relieved of all obligations for future rental and shut-in royalty payable hereunder as to the acreage surrendered, and thereafter the rental and shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. Lessee agrees that if at any time the aforesaid delay rental is not paid on or before the date on which same is required to be paid under the terms of this lease, or if this lease terminates for any other reason, then in said event, Lessee shall promptly prepare and execute a recordable release instrument covering the land leased hereunder and shall forward same to Lessor.

5. Lessee is hereby granted the right to pool or combine the land covered by this lease, or any part or parts thereof, as to all strata or any stratum, with any other land, as to all strata or any stratum, for the production of oil or gas. Pooled units which do not include 100% of the herein leased premises shall be subject to the written approval of the Lessor, such approval shall not be unreasonably withheld. Pooling in one or more instances shall not exhaust the right of Lessee hereunder to pool this lease or portion thereof into other or different units. Units pooled for oil hereunder shall not exceed forty (40) acres each, and units pooled for gas hereunder shall not exceed One hundred sixty (160) acres each, provided that if any federal or state law, executive order, rule or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing unit allowable based in whole or in part on acreage per well, then any such unit may consist of that minimum number of additional acres which will permit the allocation to such unit and the well thereon of the maximum producing allowable. To effect a unit or units Lessee shall file a written unit designation and surveyor's plat outlining any such unit and describing the participating tracts in the county conveyance records in which the premises are located. A copy of the unit designation shall be furnished to Lessor within thirty (30) days after it is filed in the appropriate county records, and if Lessee fails to do so, such unit may be declared invalid by Lessor by an instrument filed in such county records. Drilling or reworking operations and production on any part of the pooled acreage shall be treated for all purposes hereof (except the payment of royalties on such production) as if such drilling or reworking operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. For the purpose of computing the royalties and other payments out of production to which the owners of such interests shall be entitled on production of oil and gas, or either of them, from any such pooled unit, there shall be allocated to the land covered by this lease and included in such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis; thus, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production whether it be oil and gas, or either of them so allocated to the land covered by this lease and included in the unit just as though such production were from such land. In the event only a part, or parts, of the land covered by this lease instrument is pooled or unitized with other land, or lands, so as to form a pooled unit, or units, operations on or production from such unit, or units, will maintain this lease in force only as to the land included in such unit, or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rental payments shall be reduced in proportion to the number of acres covered hereby and included in such unit or units.

6. If, prior to discovery of oil or gas on said land or land pooled therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences reworking or actual drilling within sixty (60) days thereafter, or, if it be within the Primary Term, commences or resumes the payment or tender of rentals or commences actual drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion and abandonment of said dry hole or holes or the cessation of production. If, at the expiration of the Primary Term, oil or gas is not being produced on said land or land pooled therewith and Lessee is then engaged in actual drilling or reworking of any well thereon, this lease shall remain in force so long as drilling or reworking is prosecuted with no cessation of more than sixty (60) consecutive days, and if such operation results in production, so long thereafter as oil or gas is produced in paying quantities from said land or land pooled therewith. In the event a well or wells producing oil or gas should be brought in on adjacent land within six hundred feet (600') of the leased premises for an oil well or within twelve hundred feet (1200') of the leased premises for a gas well, Lessee agrees to commence the drilling of an offset well within 120 days or release that portion of the leased acreage that would be allocated to such well unit. If oil or gas is discovered on the land covered by this lease, or on land pooled therewith, Lessee agrees to further develop said land covered by this lease as a reasonably prudent operator would under the same or similar circumstances.

7. Lessee shall have free use of oil and gas from said land for all operations hereunder. Lessee shall at any time within 180 days after the expiration of this Lease remove all property and fixtures placed by Lessee on said land, including the removal of all casing except as to water wells in which case Lessee shall remove all property and fixtures except the casing and shall do nothing that will in any way damage said water well or prevent its future use by surface owner. Lessee will, at surface owner's request, remove the casing from and plug and abandon such water well at Lessee's sole expense. No well shall be drilled within one thousand three hundred twenty (1320) feet of any residence, four hundred (400) feet of any permanent livestock holding pens, permanent livestock corrals or permanent livestock barns or two hundred (200) feet of any permanent livestock watering facilities now existing or hereafter constructed on Property owned by surface owner, without surface owner's consent. Surface owner shall have the privilege, at his risk and expense, of using gas from any gas well on said land for surface owner's principal dwelling out of any gas not needed for operations hereunder.

8. Lessee will conduct its operation hereunder so as not to interfere unreasonably with Lessor or surface owner in the use of the surface of the lands covered by this Lease provided, that any use of the surface will require written consent of surface owner in advance. Such consent will not be unreasonably withheld. Prior to any use of the surface, Lessee will present to surface owner a plat of the property showing the area proposed to be used and the type of use to be made. Within thirty (30) days of the receipt of such notice, surface owner will either deliver written consent or propose a reasonable alternative area for such use. Lessee will provide at Lessee's expense all customary protective measures to prevent any loss or damage to the property of Lessor and surface owner on account of any operations by Lessee. Lessee will pay for all damages to the surface of or crops or improvements on the leased lands or suffered by surface owner or tenant of surface owner and caused by or arising out of operations under this Lease. Pits and excavations made during drilling operations or otherwise will be filled by Lessee and the surface restored as soon as practicable and the pits are dry, as nearly as reasonably possible, to its original condition; and if Lessee fails to do so, the cost to surface owner of such filling and restoration shall be paid by Lessee.

9. No assignment of this lease, or any interest therein, may be made without written approval of the Lessor, such approval shall not be unreasonably withheld. Subject to the preceding condition, the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of Lessor and Lessee, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until Lessee shall have been furnished with the instrument or instruments, or certified copies thereof, evidencing such change or division. In the event of a permitted assignment of the leasehold as to a separate portion of said leasehold interest, including but not limited to an undivided interest or separate tract interest, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to their ownership of each interest, and default on rental payments or any other obligations by one shall not affect the rights and obligations of the other leasehold owners hereunder; further, liability for breach of any obligations hereunder shall rest respectively upon the owners who commit such breach and owners of the leasehold estate remaining, jointly and severally.

10. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure, except any and all monetary payments due under the terms of this lease. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides and lightning. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule or regulation enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or if Lessee by operation of force majeure is prevented from conducting drilling operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated and for a period of sixty (60) days after such termination each and every provision of this lease or implied covenant arising thereunder that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force, provided, however, that in no event will the primary term be extended unless Lessee has begun the actual drilling of a well prior to the date of the expiration of the primary term.

11. If Lessor owns an interest in said land less than the entire and undivided fee simple mineral estate therein, then the royalties and rental herein provided shall be paid to the Lessor and any person for whom Lessor holds executory powers in the proportion which their respective interests bear to the entire and undivided fee simple mineral estate.

12. Lessor herein executes and delivers this lease without warranty of title either express or implied. Lessee, at its option, 30 days after giving written notice to Lessor, may discharge any tax lien upon the interest herein leased; and, in the event Lessee does so, Lessee shall have the right to apply rentals and royalties accruing hereunder to reimburse such payment.

13. In the event this lease expires for any reason as to all or any portion of the land described in this lease, Lessee shall furnish Lessor promptly with a written, recordable release instrument covering all of the land as to which this lease has so expired.

14. Lessee shall advise Lessor and surface owner in writing as to the location of each well drilled upon the premises, or on land pooled therewith, on or before seven (7) days after commencement of operations, and shall advise Lessor and surface owner in writing as to the date of completion or abandonment of each well drilled within thirty (30) days after such completion or abandonment. Lessee agrees to furnish Lessor with all well drilling, completion and production data, reports, title opinions, logs, and information when specifically requested by the Lessor. Lessee agrees that immediately following this instrument being recorded in the county records where the leased premises are located that Lessee will provide Lessor and surface owner with a copy of this fully recorded instrument as it appears in said records.

15. Notwithstanding any provision contained herein, upon the expiration of the primary term of this lease, if the same is being held by the production of oil and/or gas, this lease shall nevertheless terminate as to: (1) all acreage outside of the then producing proration units established under the rules and regulations of governmental authority having jurisdiction in order to obtain the maximum allowable per well; and (2) all depths and horizons below the base of the formation producing commercially in each of the then producing proration units. Provided, however, that if Lessee is engaged in drilling or reworking operations on the leased premises at that time or within 90 days prior to that time, this lease shall remain in force and effect as to all depths and horizons covered hereunder so long as not more than 180 days elapses between the completion or abandonment of one well and the commencement of a subsequent well; and after 180 days has elapsed in which Lessee has not commenced a subsequent well, this lease shall terminate as to all parties as to: (1) all acreage outside of the then producing proration units established under the rules and regulations of governmental authority having jurisdiction in order to obtain the maximum allowable per well; and (2) all depths and horizons below the base of the formation producing commercially in each of the then producing proration units. In the absence of field rules promulgated by the appropriate governing body of the state in which such acreage is located, the term "producing proration unit" as used herein means the following number of acres, depending on the depth to which the well has been drilled, and whether the well is an oil or gas well: A. 40 acres for an oil well completed at any depth; B. (i) 80 acres for a gas well completed at a depth of less than 2,000 feet subsurface; (ii) 160 acres for a gas well completed at a depth of 2,000 feet subsurface to 6,000 feet subsurface. For the purposes hereof, commencement of a well shall be that time in which new hole is being made below the cellar with rotary tools, and completion or abandonment shall occur on the earliest of: (1) official potential test, (2) plugging and abandonment, and (3) the lapse of 30 days without making new hole. Lessee shall promptly execute and record an appropriate release at the termination of all or part of this lease.

16. If Lessor or surface owner files a legal action to enforce any express or implied obligation of this lease and receives a favorable judgment from a court of competent jurisdiction, then Lessee shall reimburse Lessor or surface owner, as applicable, for all costs of such legal proceeding including reasonable attorney's fees.

17. Lessee shall conduct its operations in compliance of all applicable rules and regulations of any regulatory body having jurisdiction on such operations. Lessee agrees to indemnify, save and hold harmless Lessor, Bank of America, N.A. and surface owner and their respective directors, officers, employees, and agents from and against all claims, damages, demands, losses, environmental liabilities and expenses (including attorneys' fees, court costs and other expenses of litigation) in any way arising out of or relating to Lessee's acts, omissions, performance or operations hereunder. This provision shall extend beyond termination of this agreement.

18. Parties in Interest. Lessee represents that he is not an officer, director, or employee of Bank of America Corporation, Bank of America, N.A., or any of its affiliates and/or subsidiaries, nor is Lessee acting on behalf of any such officer, director, or employee.

19. See Surface Amendments consisting of Four (4) pages attached hereto and made a part hereof. In the event of any conflict between the terms of this Lease and the provisions of the Surface Amendments, the terms of the Surface Amendments shall control.

Executed on the date first above written.

Lessor(s):
Bank of America, N.A. Trustee of the trust created under Trust Indenture Dated December 30, 1935 with George H. Davis, Settlor (as to an undivided 5.335 percent interest)

By: Brad Kolins
Name: Brad Kolins
Title: Vice President
Tax ID#: 446008118
Address: P.O.Box 830308, Dallas, TX 75283-0308

Lessee(s):
Map Exploration, Inc.

By: Michael A. Pollok
Name: Michael A. Pollok
Title: President
Tax ID #: 73-1355960
Address: P.O. Box 106, Purcell, OK 73030

Bank of America, N.A., Trustee of the trust created by Article IV of the Last Will and Testament of Minerva Gundelfinger dated June 29, 1948 (as to an undivided 9.902 percent interest)

By: Brad Kolins
Name: Brad Kolins
Title: Vice President
Tax ID#: 446008442
Address: P.O.Box 830308, Dallas, TX 75283-0308

Bank of America, N.A., Trustee of the trust created by Item II of the Ninth Codicil to the Last Will and Testament of George H. Davis dated April 11, 1955 (as to an undivided 4.850 percent interest)

By: *Brad Kolins*
Name: Brad Kolins
Title: Vice President
Tax ID#: 446008750
Address: P.O.Box 830308, Dallas, TX 75283-0308

Bank of America, N.A., Trustee of the trust created by Article VIII of the Last Will and Testament of George H. Davis dated July 21, 1944, as amended (as to an undivided 57.502 percent interest)

By: *Brad Kolins*
Name: Brad Kolins
Title: Vice President
Tax ID#: 446008752
Address: P.O.Box 830308, Dallas, TX 75283-0308

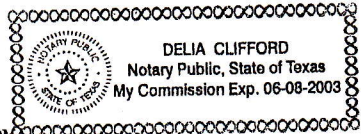
Bank of America, N.A., Trustee of the trust created by Article V of the Last Will and Testament of Elizabeth Otterman Davis dated June 11, 1959, as amended (as to an undivided 22.411 percent interest)

By: *Brad Kolins*
Name: Brad Kolins
Title: Vice President
Tax ID#: 446013977
Address: P.O.Box 830308, Dallas, TX 75283-0308

State of Texas
County of Dallas

Before Me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, Brad Kolins, Vice President of Bank of America, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Bank in the capacity therein stated.
Given under my hand and seal of office this the 18th day of June, 2001.

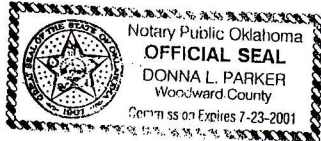
Delia Clifford
Notary Public in and for the State of Texas



State of OKLAHOMA
County of Woodward

Before Me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mike Pollok aka Michael N. Pollok President of MAP Exploration, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation in the capacity therein stated.
Given under my hand and seal of office this the 11th day of June, 2001.

Donna L. Parker
Notary Public in and for the State of Oklahoma



July 06, 2012

Michael Austin
M & M Exploration, Inc.
4257 MAIN ST., #230
WESTMINSTER, CO 80031

Re: Drilling Pit Application
Davis Ranch 1-22OWWO
NW/4 Sec.22-34S-15W
Barber County, Kansas

Dear Michael Austin:

District staff has inspected the above referenced location and has determined that an unsealed condition will present a pollution threat to water resources.

District staff has recommended that the reserve pit be lined with bentonite or native clay, constructed **without slots**, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as soon as practical after drilling operations have ceased.

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

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

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