

For KCC	Use:	
Effective	Date:	
District #		
SGA?	Yes No	

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

Expected Spud Date:	Spot Description:
month day year	
OPERATOR: License#	(Q/Q/Q/Q) feet from N / S Line of Sect
Name:	feet from E / W Line of Sect
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City:	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet M
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable	Depth to bottom of fresh water:
Seismic ; # of Holes Other Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate: I III
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
Original Completion Date: Original Total Doptin	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	
•	DWR Permit #:
Bottom Hole Location:	DWR Permit #:
Bottom Hole Location:	DWR Permit #:(Note: Apply for Permit with DWR)
f Yes, true vertical depth:	DWR Permit #: (Note: Apply for Permit with DWR) Will Cores be taken? If Yes, proposed zone:
Sottom Hole Location: CCC DKT #:	DWR Permit #: (Note: Apply for Permit with DWR) Will Cores be taken? If Yes, proposed zone:
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

Agent:

please check the box below and return to the address below.

Well will not be drilled or Permit Expired	Date:
Signature of Operator or Agent:	



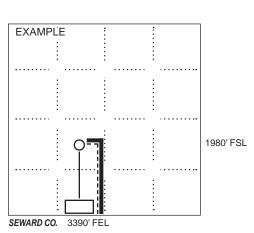
For KCC Use ONLY	
API # 15	

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:						_ LO	cation of w	reii. County
Lease:						_		feet from N / S Line of Section
Well Number:								
Field:						_ Se	c	Twp S. R L E L W
Number of Acres attrib						13	Section:	Regular or Irregular
						If S	Section is	Irregular, locate well from nearest corner boundary.
								· ·
						Se	ction corne	er used: NE NW SE SW
						PLAT		
0.1								
				_				dary line. Show the predicted locations of
lease road	ds, tank ba	atteries, pi	pelines an	d electrica	l lines, as	required b	y the Kans	sas Surface Owner Notice Act (House Bill 2032).
				You ma	ay attach a	a separate	plat if desi	ired.
					•			
		_	•				•	
:			:			:	:	
:			:		•	:	:	LEGEND
;	;	:	:		:	:	:	
••••				•••••				O Well Location
			:			:	•	
:			:			:	:	Tank Battery Location
		•	•				•	Pipeline Location
			:		•			Electric Line Location
						:		
			:		•	:		Lease Road Location
			·		•			

2000 ft. 0 11



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

2480 ft.

In plotting the proposed location of the well, you must show:

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

091062

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)		SecTwpR East WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty Chloride concentration: mg/l(For Emergency Pits and Settling Pits only)				
Is the bottom below ground level?	Artificial Liner? Yes N	No	How is the pit lined if a plastic liner is not used?				
	Length (fee		Width (feet) N/A: Steel Pits(feet) No Pit				
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ilei		dures for periodic maintenance and determining ncluding any special monitoring.				
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. mation:				
feet Depth of water well	feet	measured	well owner electric log KDWR				
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits ONLY:				
Producing Formation:	_	Type of materia	al utilized in drilling/workover:				
Number of producing wells on lease:		Number of working pits to be utilized:					
Barrels of fluid produced daily:		Abandonment	procedure:				
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	Drill pits must be closed within 365 days of spud date.					
Submitted Electronically							
	KCC OFFICE USE ONLY						
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection: Yes No				



Kansas Corporation Commission Oil & Gas Conservation Division

1091062

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

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

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

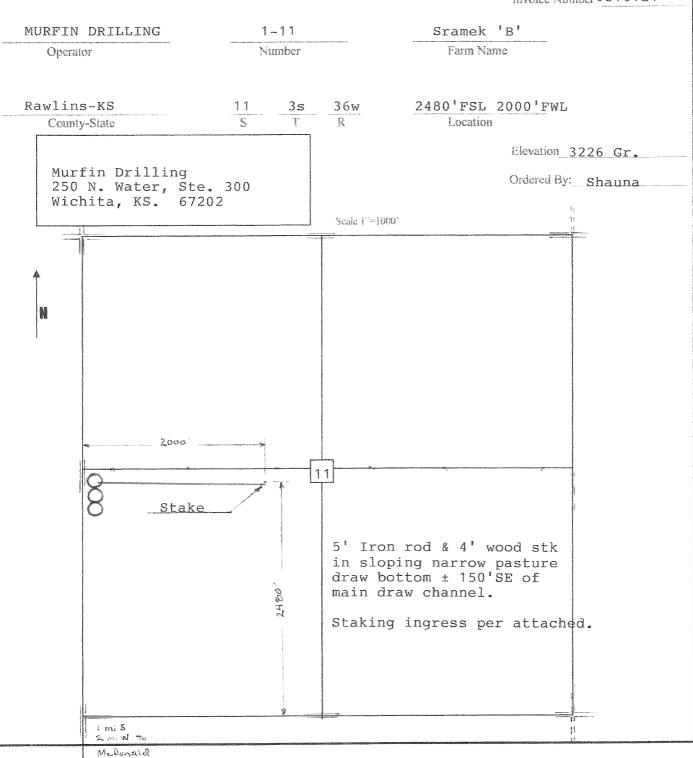


Falle Associates

Stake and Elevation Service 719 W. 5" Street P.O. Box 404 Concordia, KS. 66901 1-800-536-2821

Date 8-14-12

Invoice Number 0810121



AFFIDAVIT OF EXTENSION OF LEASES

STATE OF KANSAS)

COUNTY OF RAWLINS)

Michael A. Pisciotte, being first duly sworn deposes and says:

My name is Michael A. Pisciotte, of Murfin Drilling Company, Inc. and of lawful age and reside in Butler County, Kansas.

WHEREAS, the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof in each and every instance contains an option to extend the primary term of each referenced lease for an additional three (3) year period by paying or tendering to each Lessor(s) the sum of as described by each lease.

Affiant knows of his own knowledge that the above sums have been paid or tendered to Lessor(s) and that the primary term of each lease has been extended as aforesaid and said leases remain valid and in force.

Affiant further saith not.

EXECUTED this 28th day of FERMARY, 2011.

#45068 STATE OF KANSAS, RAWLINS COUNTY SS: This instrument was filed for record this 2nd day of March 2011 at 9:00 AM and recorded in book X-87 of Misc. page 142.

Michael A. Pisciotte

Murfin Drilling Company, Inc.

Carolyn Marshall-Register of Deeds

ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF SEDGWICK

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

My commission expires: 2-26-15

Notary Public Julie A. Allen

NOTARY PUBLIC - State of Kansas

JULIE A ALLEN

2-11-15

My Appt. Expires 3-26-15

Exhibit A

Legal Description TOWNSHIP 1 SOUTH-RANGE 35 WEST SECTION 11: E/2	TOWNSHIP 1 SOUTH-RANGE 35 WEST SECTION 14: N/2; SE/4	TOWNSHIP 1 SOUTH-RANGE 35 WEST SECTION 11: W/2	TOWNSHIP 2 SOUTH-RANGE 36 WEST SECTION 25: NW/4	TOWNSHIP 2 SOUTH-RANGE 36 WEST SECTION 19: S/2NE/4; NW/4NE/4	TOWNSHIP 3 SOUTH-RANGE 36 WEST SECTION 11: SW/4 SECTION 15: SE/4	TOWNSHIP 3 SOUTH-RANGE 36 WEST SECTION 14: NE/4	TOWNSHIP 3 SOUTH-RANGE 36 WEST SECTION 10: SE/4	TOWNSHIP 2 SOUTH-RANGE 36 WEST SECTION 30: LOT 1 (39.52AC), LOT 2 (39.68AC), AND E/2NW/4; A/D/A THE NW/4	TOWNSHIP 3 SOUTH-RANGE 36 WEST SECTION 30: LOT 3 (39.60AC), LOT 4 (39.54AC) AND THE E/2SW/4, A/D/A SW/4
Page 196	198	194	33	564	36	30	45	232	26
Book X81 MISC	X81 MISC	X81 MISC	X81 MISC	X81 MISC	X81 MISC	X81 MISC	X81 MISC	X81 MISC	X81 MISC
County Rawlins	Rawlins	Rawlins	Rawlins	Rawlins	Rawlins	Rawlins	Rawlins	Rawlins	Rawlins
State KS	S S	&S	ξS S	Š	s KS	3 KS	s KS	s KS	3 KS
Lease Date 03/13/2008	3/13/2008	3/13/2008	03/11/2008	03/20/2008 KS	33/12/2008 KS	03/27/2008 KS	33/13/2008 KS	33/27/2008 KS	33/26/2008 KS
Lessee MURFIN DRILLING COMPANY, INC. 03/13/2008	MURFIN DRILLING COMPANY, INC. 03/13/2008	MURFIN DRILLING COMPANY, INC. 03/13/2008	HARRIS ENERGIES, INC. 0	WINT HARRIS 0	HARRIS ENERGIES, INC.	HARRIS ENERGIES, INC.	HARRIS ENERGIES, INC.	HARRIS ENERGIES, INC.	HARRIS ENERGIES, INC.
Lessor MICHAEL L. SIS AND DIANE M. SIS, HIS WIFE	MICHAEL L. SIS AND DIANE M. SIS, HIS WIFE	DIANE M. SIS AND MICHAEL L. SIS, HER HUSBAND	THE SABATKA LIVING TRUST DATED MARCH 5, 2004, AGNES A. SABATKA AND CRAIG S. SABATKA, TRUSTEES	HARLAN E. HUBBARD AND M. JOAN HUBBARD, TRUSTEES OF THE HARLAN E. HUBBARD AND M. JOAN HUBBARD TRUST DATED 2/19/97	EUGENE SRAMEK AND PATRICIA SRAMEK, HUSBAND AND WIFE	THE ARLENE GLAD TRUST NO. 1, ARLENE GLAD, TRUSTEE	THE FAIMON SPECIAL TRUST U/D/T DATED NOVEMBER 17, 1992, ALICE M. FAIMON, COTRUSTEE	THE VELMA HILTY TRUST, DATED 6/24/94, CAROL E. GAMBLIN, TRÜSTEE	ARCHER FARMS, INCORPORATED, A KANSAS CORPORATION
Lease 3332050A	3332051	3332052A	3696050	3696051	3696054	3696055	3696056	3696059	3696060

STATE OF KANSAS, RAWLINS COUN This instrument was filed for record this 14th day of December 2009 at 9:00 AM and recorded in book X-84 of Misc. page 515.

Carolyn Marshall-Register of Deeds

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, McCoy Petroleum Corporation, (hereinafter called Assignor), for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby sell, assign, convey, transfer and set over, without warranty of any kind, express or implied, to the party named below (the "Assignee"), the undivided working interest set opposite Assignees name, in and to the oil and gas lease(s) described in Exhibit "A", attached hereto and incorporated herein by reference ("subject leases"). The working interests assigned are as follows:

ASSIGNEE

INTEREST ASSIGNED

MURFIN DRILLING COMPANY, INC. 250 N. Water, Suite 300 Wichita, KS 67202

100.00%

This assignment of working interest made above is subject to and shall bear its proportionate share of the following:

- 1. All existing lease burdens existing of record title as of the Effective Date of this Assignment, (including, without limitation, the landowner's royalty) specified in the subject lease(s).
- The terms and conditions of the subject lease(s).
 All grants and agreements made between the parties which relate to or arise out of the oil and gas lease(s) so assigned, including, but not limited to the following:
 - A. All terms and provision contained in that certain non-recorded Geophysical and Exploration Agreement, Rawlins, Decatur, Thomas, and Sheridan Counties, Kansas, dated March 13, 2006, and any amendments or modifications thereto, if any.

In the event that any failure of title occurs which is not specifically addressed above, then and in that event, the gross working interest of the assignee shall be proportionately reduced by the loss of title so occurring. This assignment is made without any warranty of title or any other warranty, express or implied.

To have and to hold unto all assignee, subject to the exceptions, reservations and provisions hereinabove stated, described or incorporated by reference herein. By acceptance of the interest herein assigned, the parties agree to and are bound by said terms and conditions, exceptions and provisions. This assignment is binding upon the parties hereto, their successors and assigns.

EXECUTED this 28th day of July, 2009; however EFFECTIVE the 13th day of July, 2009.

McCOY PETROLEUM CORPORATION

Kevii McCoy, President

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this <u>28th</u> day of <u>July, 2009</u>, before me, the undersigned, a notary public in and for the county and state aforesaid, came <u>Kevin McCoy</u>, <u>President of McCoy Petroleum Corporation</u> and who is personally known to me to be one in the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for said corporation.

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

Nicholas D. Hess

Notary Public

My appointment expires August 19, 2009

A. NICHOLAS D. HESS

■ Notary Public - State of Kansas

My Appt. Expires

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Harris Energies, Inc., P. O. Box 489, Elkhart, KS 67950, hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto, McCoy Petroleum Corporation, 8080 East Central, Suite #300, Wichita, KS 67206, (hereinafter called Assignee), all right, title and interest in and to the oil and gas leases captioned on the attached Exhibit "A", as Lessor(s) and Harris Energies, Inc., P. O. Box 489, Elkhart, KS 67950, as lessee, recorded in the Books and Pages on said Exhibit "A", insofar as said leases , State of Kansas, to-wit:

below cover the described tracts in County of Rawlins #43399 STATE OF KANSAS, RAWLINS COUNTY SS: This instrument was filed for record this 2nd day of October 2009 at 9:00 AM and recorded in book X-84 of Misc. page 280. Carolyn Marshall Register of Deeds the personal property thereon, appurtenant thereto, or used or obtained in connection therewith. This Assignment is made without warranty of title, either express or implied. EXECUTED, This 15th day of September, 2009., EFFECTIVE JULY 13, 2009 STATE OF KANSAS COUNTY OF MORTON Before me, the undersigned, a Notary Public, within and for said County and State, on

this the 15th day of September, 2009, personally appeared Wint Harris for Harris Energies, Inc., to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

NOTARY PUBLIC State of Kansas Terra J. Orth

My Appt. Exp. ___1-6-2010

Kans. - Okla. - Colo.

OIL AND GAS LEASE

© 1983 David Carter Company

THIS AGREEMENT, Entered into this <u>12th</u> day of <u>March</u>, 2008, between, <u>Eugene Sramek and Patricia Sramek, husband</u> and wife, Rte. 2 Box 5, McDonald, KS 67745, hereinafter called lessor, and <u>Harris Energies, Inc., P. O. Box 489, Elkhart, KS 67950</u>, hereinafter called lessee, does witness:

The Southwest Quarter (SW/4) of Section 11; and the Southeast Quarter (SE/4) of Section 15, all in Township 3 South, Range 36 West.

containing 320.00 acres, more or less.

- 2. This lease shall remain in force for a term of Three (3) years (called "primary term") and as long thereafter as oil, gas, casinghead gas,
- 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 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 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 shut in said 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 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 the 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,
- 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 duty certified copy thereof, or a certified copy of the will of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance or duty 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 obligations on the part of the lessee to offset wells on separate tracts into which the land covered by the 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 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 as 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 provision 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 fallure 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 payments of royalties on production from the pooled unit, as if it were included in this lease. If production is not not 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 shalf 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 Exhibit "A" attached hereto and made a part hereof.

N WITNESS WHEREOF, we sign the day and year first above written.	Patricia Scamp
Eugene Stamek)	(Patricia Sramek)

ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans., Okla., and Colo,)

STATE OF KANSAS) ") (se v.)	ng tagan ngayan ng 18 at ang ji	t or result before a stop o	Contraction for August	e de la Papagada de la da la	Markey and the special property of the special section of the specia	, b. +.
COUNTY OF Rawlins			•		. 4	20	
\mathcal{L}_{α}	Before me. 1	the undersigned, a	Notary Public, with	hin and for said	county and s	tate on this /2 ¹³	
day of March be the identical person(s) free and voluntary act and	, 2008, personally ap who executed the withi	peared Eugene Sra n and foregoing ins	mek and Patricia strument and ack	Sramek: husba	and and wife:	to me personaliv known	to eir
IN WITNESS WHEREOF, I ha				last above writt	en.		
My commission expires	9/8/10	A MATT	PETERS	Mest	1/25		
	, ,	Notary Public My Appt. Expires Se	- State of Kansas			Notary Publ	lic
	ACKNOWLED	GEMENT FOR INI	DIVIDUAL (Kans.	, Okla., and Co	olo,)	* * * * * * * * * * * * * * * * * * *	
STATE OF) } ss.						
COUNTY OF	, ss. ,)						
	Before me. t	he undersigned, a l	Notary Public, with	nin and for said	county and st	ate on this	
day of	_, 20, personally a				, ,	· · · · · · · · · · · · · · · · · · ·	
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STATE OF	· · · · · · · · · · · · · · · · · · ·			1	**	. •	•
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COUNTY OF)	•			•		
	this	day of		A.D., 20	before me, ti	ne undersigned, a Nota	ary
Public in and for the count known to be the identical president and acknowledge	person who signed the ed to me that	name of the make executed the	r thereof to the wasame as	ithin and foreg	oing Instrume oluntary act	, to me persona ent as its and deed, and as the fr	
and voluntary act and deed	of said corporation, for	the uses and purp	oses therein set fo	orth.	••••		
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My commission expires			* *** **** **** **** **** **** **** ****				
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EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated March 12, 2008, by and between, Eugene Sramek and Patricia Sramek, husband and wife, Rte. 2 Box 5, McDonald, KS 67745, to Harris Energies Inc., P. O. Box 489, Elkhart, KS 67950,, as Lessee, covering the Southwest Quarter (SW/4) of Section 11; and the Southeast Quarter (SE/4) of Section 15, all in Township 3 South, Range 36 West, Rawlins County, Kansas.

- In the event Lessee or its assigns conduct 3-D seismographic operations on the above captioned land, it is agreed that no seismic operations will be conducted within 300 feet of Lessors water well, or any permanent structure thereon without Lessor's written consent.
- Lessee agrees to notify Lessor 15 days prior to conducting seismic operations on said land. Lessee further agrees not to conduct seismic operations over lands that are too wet to be crossed.
- 3. Lessee and its agents shall pay for all damages caused by its operations, whether such damages be temporary of permanent, and shall specifically include but not be limited to growing crops, native grass, livestock, fences, terraces, water wells, and further lessee agrees to restore the surface of said land to its original condition and contour as nearly as is reasonably practicable.
- The Lessor reserves the right to designate all routes of ingress and egress and must be consulted by Lessee as to the location of all roads, pipelines, tank batteries, power lines, and other equipment and machinery necessary for production prior to its construction and installation, so as to minimize interference with the surface farming operations. Lessor's designation of routes of ingress and egress shall not be unreasonably withheld.
- All pipelines constructed under the terms of this lease in addition to being buried below plow depth shall also be maintained below this depth in a manner so as not to interfere with the farming practices of Lessor.
- If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$12.00 multiplied by the number of net mineral acres owned by Lessors in the land above described, this lease shall thereby be modified and the primary term shall be extended for an additional term of Three (3) years from the end of the original primary term.
- No well drilled on the leased premises may be used for the disposal of salt water and other wastes without the written consent of lessor and without compensating lessor for its use.
- 8. It is the intention of the parties hereto to cause as little interference with farming operations on said land as possible. Including but not specifically limited to the operation of pivotal irrigation sprinkler systems, or any other irrigation method. Any equipment required for production of oil or gas will be placed on the land at such a level or with the height of such equipment at a level which will permit circular sprinkler systems to operate on said land. However, while the Lessee agrees that it will not interfere with the passage of the sprinkler system it is further understood and agreed that the Lessee at its option and expense may place the equipment in pits or other depressions below the normal surface or may erect earth ramps as necessary to assist in elevating and carrying the sprinkler system over and above the wellhead or other required equipment located on the premises. The drilling and reworking equipment are excepted during such operations.
- Any slush pits, constructed under the terms of this shall not be located in the path of the circle irrigation system. Drilling locations shall be located between the wheel tracks of the circle irrigation system.

SIGNED FOR IDENTIFICATION:

(Eugene/Sramek)

#41605 STATE OF KANSAS, RAWLINS COUNTY SS: This instrument was filed for record this 2nd day of April 2008 at 9:00 AM and recorded in book X-81 of Misc. page 36.

Carolyn Marshall-Register of Deeds

Marsh

AFFIDAVIT OF EXTENSION OF LEASES

STATE OF KANSAS)

COUNTY OF RAWLINS)

Michael A. Pisciotte, being first duly sworn deposes and says:

My name is Michael A. Pisciotte, of Murfin Drilling Company, Inc. and of lawful age and reside in Butler County, Kansas.

WHEREAS, the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof in each and every instance contains an option to extend the primary term of each referenced lease for an additional two (2) year period by paying or tendering to each Lessor(s) the sum of as described by each lease.

Affiant knows of his own knowledge that the above sums have been paid or tendered to Lessor(s) and that the primary term of each lease has been extended as aforesaid and said leases remain valid and in force.

Affiant further saith not.

EXECUTED this 28 day of FEBRUARY, 2011.

#45067 STATE OF KANSAS, RAWLINS COUNTY SS: This instrument was filed for record this 2nd day of March 2011 at 9:00 AM and recorded in book X-87 of Misc. page 140.

Michael A. Pisciotte

Murfin Drilling Company, Inc.

Carolyn Marshall-Register of Deeds

auden Marshall

ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF SEDGWICK

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

My commission expires: 2-21-15

NOTARY PUBLIC - State of Kansas
JULIE A. ALLEN
My Appt. Expires 2-21-15

Notary Public Julie A. Allen

Exhibit A

Legal Description TOWNSHIP 1 SOUTH-RANGE 35 WEST	SECTION 14: EZSW/4 SECTION 14: EZSW/4 SECTION 14: EXSW/4	TOWNSHIP 3 SOUTH-RANGE 36 WEST SECTION 14: NAMA	TOWNSHIP 3 SOUTH-RANGE 36 WEST SECTION 11: NEW	TOWNSHIP S SOUTH-RANGE 36 WEST SECTION 20: SEA	TOWNSHIP 2 SOUTH-RANGE 36 WEST SECTION 21: SW/4
Page 376	378	29	20	39	42
Book X83 MISC	X83 MISC	X81 MISC	X81 MISC	X81 MISC	X81 MISC
County Rawlins	Rawlins	Rawlins	Rawlins	Rawlins	Rawlins
Lease Date State IY, INC. 03/03/2009 KS	IY, INC. 03/03/2009 KS	03/14/2008 KS	03/14/2008 KS	03/18/2008 KS	03/18/2008 KS
Lessee MURFIN DRILLING COMPANY, INC. 03/03/2009 KS	MURFIN DRILLING COMPANY, INC.	HARRIS ENERGIES, INC.	HARRIS ENERGIES, INC.	HARRIS ENERGIES, INC.	HARRIS ENERGIES, INC.
Lessor DEPHA M. SIS, SINGLE	VINCENT D. SIS AND MELISSA A. SIS, HIS WIFE	ARDITH N. STONES AND CHARLES O. STONES, WIFE AND HUSBAND	ARDITH N. STONES AND CHARLES O. STONES, WIFE AND HUSBAND	K & J BANISTER FARMS, L.P., A KANSAS LIMITED PARTNERSHIP	K & J BANISTER FARMS, L.P., A KANSAS LIMITED PARTNERSHIP
Lease 3332061A	3332061B	3696052	3696053	3696057	3696058A

#43 STATE OF KANSAS, RAWLINS COUN SS: This instrument was filed for record this 14th day of December 2009 at 9:00 AM and recorded in book X-84 of Misc. page 515.

Carolyn Marshall-Register of Deeds

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, McCoy Petroleum Corporation, (hereinafter called Assignor), for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby sell, assign, convey, transfer and set over, without warranty of any kind, express or implied, to the party named below (the "Assignee"), the undivided working interest set opposite Assignees name, in and to the oil and gas lease(s) described in Exhibit "A", attached hereto and incorporated herein by reference ("subject leases"). The working interests assigned are as follows:

ASSIGNEE

INTEREST ASSIGNED

MURFIN DRILLING COMPANY, INC. 250 N. Water, Suite 300 Wichita, KS 67202

100.00%

This assignment of working interest made above is subject to and shall bear its proportionate share of the following:

- 1. All existing lease burdens existing of record title as of the Effective Date of this Assignment, (including, without limitation, the landowner's royalty) specified in the subject lease(s).
- 2. The terms and conditions of the subject lease(s).
- 3. All grants and agreements made between the parties which relate to or arise out of the oil and gas lease(s) so assigned, including, but not limited to the following:
 - A. All terms and provision contained in that certain non-recorded Geophysical and Exploration Agreement, Rawlins, Decatur, Thomas, and Sheridan Counties, Kansas, dated March 13, 2006, and any amendments or modifications thereto, if any.

In the event that any failure of title occurs which is not specifically addressed above, then and in that event, the gross working interest of the assignee shall be proportionately reduced by the loss of title so occurring. This assignment is made without any warranty of title or any other warranty, express or implied.

To have and to hold unto all assignee, subject to the exceptions, reservations and provisions hereinabove stated, described or incorporated by reference herein. By acceptance of the interest herein assigned, the parties agree to and are bound by said terms and conditions, exceptions and provisions. This assignment is binding upon the parties hereto, their successors and assigns.

EXECUTED this <u>28th</u> day of July, 2009; however EFFECTIVE the <u>13th</u> day of <u>July</u>, <u>2009</u>.

McCOY PETROLEUM CORPORATION

Kevin McCoy, President

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this <u>28th</u> day of <u>July, 2009</u>, before me, the undersigned, a notary public in and for the county and state aforesaid, came <u>Kevin McCoy</u>, <u>President of McCoy Petroleum Corporation</u> and who is personally known to me to be one in the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for said corporation.

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

Nicholas D. Hess

Notary Public

My appointment expires August 19, 2009

A NICHOLAS D. HESS

Notary Public - State of Kansas

My Appt. Expires

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Harris Energies, Inc., P. O. Box 489, Elkhart, KS 67950, hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto, McCoy Petroleum Corporation, 8080 East Central, Suite #300, Wichita, KS 67206, (hereinafter called Assignee), all right, title and interest in and to the oil and gas leases captioned on the attached Exhibit "A", as Lessor(s) and Harris Energies, Inc., P. O. Box 489, Elkhart, KS 67950, as lessee, recorded in the Books and Pages on said Exhibit "A", insofar as said leases below cover the described tracts in County of Rawlins, State of Kansas, to-wit:

Before me, the undersigned, a Notary Public, within and for said County and State, on this the 15th day of September, 2009, personally appeared Wint Harris for Harris Energies, Inc., to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

1-6-2010

My Commission Expires:

NOTA

NOTARY PUBLIC
State of Kansas
Terra J. Orth

Notary Public

My Appt. Exp. 1-6-2010

#41625 STATE OF KANSAS, RAWI 'S COUNTY SS: This instrument was filed for record this 4th day of April 2008 at 9:00 AM and recorded in book X-81 of Misc. page 67.

1.L88-1 Form 88 (producers) Rev. 1-83 (Paid-up) Kans. - Okla. - Colo.

Moushell Carolyn Marshall-Register of Deeds
OIL AND GAS LEASE

© 1983 David Carter Company

THIS AGREEMENT, Entered into this day of	March, 2008,	between,Ardith	N. Stones and	Charles O. St	ones, wife
and husband, 1722 Parkwood Ln., Garden City, K		hereinafter called lessor,		Energies, Inc.	
489, Elkhart, KS 67950 , hereinafter called le	essee, does witness:				

That lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Rawlins, State of Kansas, and described as follows:

The Northwest Quarter (NW/4) Section 11, Township 3 South, Range 36 West

containing	160.00	acres, more or less.

- This lease shall remain in force for a term of Three (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.
- 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 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 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.
- 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 used for the manufacture of gasonne of any other product, and an other gases, including their constituent parts, produced from the land never header. If 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 of gas.
- This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

 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 6. 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 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.

 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 pald 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 obligations on the part of the lessee to offset wells on separate tracts into which the land covered by the 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 provision 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.
- 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.
- 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 14. Lessee, at its option, is hereby given the right and power to poor of combine into one or more times the table of the property 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 still the said and instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all the county in which the land is still the production from the county in the county in which the land is still the production in the county in which the land is still the production from the county in the county in which the land is still the production from the county in the production is found on any part of the production for the production is found on any part of the production in the county in which the land is still the production in the county in which the land is still the production in the county in which the land is still the production in the county in which the land is still the production in the county in which the land is still the production in the county in which the land is still the production in the county in which the land is still the production in the county in which the land is still the production in the county in which the land is still the production in the county in which the land is still the county in purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on 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.
- This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

See Evhibit "A" Attached hereto and made a part hereof.

OCC EXHIBIT A Attendance	· · · · · · · · · · · · · · · · · · ·
IN WITNESS WHEREOF, we sign the day and year first above written.	Charles O. Stones)
(Ardith N. Stones)	, ,

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated March 14, 2008, by and between Ardith N. Stones and Charles O. Stones, as Lessors, to Harris Energies, Inc., as Lessee, covering The Northeast Quarter (NE/4) Section 11, Township 3 South, Range 36 West, Rawlins County, Kansas.

- 1. If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$12.00 multiplied by the number of net mineral acres owned by Lessors in the land above described, this lease shall thereby be modified and the primary term shall be extended for an additional term of Two (2) years from the end of the original primary term.
- 2. Lessee or his Assigns shall restore the surface and the surface contours to their original condition as nearly as is reasonably practicable after drilling operations are completed on the above described premises.
- 3. The Lessor reserves the right to designate all routes of ingress and egress and must be consulted by Lessee as to the location of all roads, pipelines, tank batteries, power lines, and other equipment and machinery necessary for production prior to its construction and installation, so as to minimize interference with the surface farming operations. Lessor's designation of routes of ingress and egress shall not be unreasonably withheld.

SIGNED FOR IDENTIFICATION:

(Ardith N. Stones)

Charles O. Stones)

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



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

Mark Sievers, Chairman Thomas E. Wright, Commissioner Sam Brownback, Governor

August 21, 2012

Shuana Gunzelman Murfin Drilling Co., Inc. 250 N WATER STE 300 WICHITA, KS 67202-1216

Re: Drilling Pit Application Sramek 'B' 1-11 SW/4 Sec.11-03S-36W Rawlins County, Kansas

Dear Shuana Gunzelman:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed <u>without slots</u>, 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 practical after drilling operations have ceased. KEEP PITS away from draw/drainage.

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 (785) 625-0550 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (785) 625-0550.