

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

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

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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

NOTICE OF INTENT TO DRILL

Expected Spud Date:	Spot Description:
month day year	Sec Twp S. R TE V
OPERATOR: License#	(Q/Q/Q/Q)
Name:	feet from E / W Line of Section
Address 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
Dity:	,
Contact Person:	County: Well #:
Phone:	
CONTRACTOR: License#	Field Name: - Is this a Prorated / Spaced Field? Yes N
Vame:	
	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary	
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile: Yes N
Disposal Wildcat Cable	Public water supply well within one mile: Yes Yes N
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: II II
in ovvvo. Old well information as follows.	Length of Surface Pipe Planned to be set:
Operator:	
Well Name:	_ Projected Total Depth:
Original Completion Date: Original Total Depth:	
Directional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore? Yes No f Yes, true vertical depth:	vven Tarri i ond Strict.
Bottom Hole Location:	DWR Permit #:
KCC DKT #:	(Note: Apply for Permit with DWR)
	viii cores be taken:
	If Yes, proposed zone:
Al	FFIDAVIT
The undersigned hereby affirms that the drilling, completion and eventual ${f p}$	lugging of this well will comply with K.S.A. 55 et. seq.
t is agreed that the following minimum requirements will be met:	
1. Notify the appropriate district office <i>prior</i> to spudding of well;	
2. A copy of the approved notice of intent to drill shall be posted on ea	ch drilling rig;
	et by circulating cement to the top; in all cases surface pipe shall be set
through all unconsolidated materials plus a minimum of 20 feet into the first state of th	
 If the well is dry note, an agreement between the operator and the district office will be notified before well is either plute. 	strict office on plug length and placement is necessary <i>prior to plugging</i> ;
• • •	ted from below any usable water to surface within 120 DAYS of spud date.
	#133,891-C, which applies to the KCC District 3 area, alternate II cementing
must be completed within 30 days of the spud date or the well shall l	be plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing.
	pe plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing.
	pe plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing.
must be completed within 30 days of the spud date or the well shall	be plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing.
must be completed within 30 days of the spud date or the well shall	pe plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing. Remember to:
must be completed within 30 days of the spud date or the well shall	Remember to:
must be completed within 30 days of the spud date or the well shall ubmitted Electronically	
must be completed within 30 days of the spud date or the well shall ubmitted Electronically For KCC Use ONLY API # 15 -	Remember to: - File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; - File Drill Pit Application (form CDP-1) with Intent to Drill;
must be completed within 30 days of the spud date or the well shall ubmitted Electronically For KCC Use ONLY API # 15 Conductor pipe required feet	Remember to: - File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
must be completed within 30 days of the spud date or the well shall ubmitted Electronically For KCC Use ONLY API # 15	 Remember to: File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Drill; File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders;
must be completed within 30 days of the spud date or the well shall ubmitted Electronically For KCC Use ONLY API # 15 Conductor pipe required feet	 Remember to: File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Drill; File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders; Notify appropriate district office 48 hours prior to workover or re-entry;
must be completed within 30 days of the spud date or the well shall ubmitted Electronically For KCC Use ONLY API # 15 Conductor pipe required feet Minimum surface pipe required feet per ALT I II	 Remember to: File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Drill; File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders; Notify appropriate district office 48 hours prior to workover or re-entry; Submit plugging report (CP-4) after plugging is completed (within 60 days);
must be completed within 30 days of the spud date or the well shall ubmitted Electronically For KCC Use ONLY API # 15	 Remember to: File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Drill; File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders; Notify appropriate district office 48 hours prior to workover or re-entry;

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

Spud date: _

Side Two



SEWARD CO. 3390' FEL

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:	Location of Well: County:			
_ease:	feet from N / S Line of Section			
Well Number:	feet from E / W Line of Section			
Field:	Sec Twp S. R			
Number of Acres attributable to well:	Is Section: Regular or Irregular			
	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW			
	PLAT tlease or unit boundary line. Show the predicted locations of			
lease roads, tank batteries, pipelines and electrical lines, as re	equired by the Kansas Surface Owner Notice Act (House Bill 2032). separate plat if desired. 120 ft.			
	990 ft.			
	LEGEND			
	O Well Location Tank Battery Location			
	Pipeline Location Electric Line Location Lease Road Location			
	EXAMPLE			
26				
	1980' FSL			

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

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

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

093271

Form CDP-1
May 2010
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name:			License Number:	
Operator Address:				
Contact Person:			Phone Number:	
Lease Name & Well No.:			Pit Location (QQQQ):	
Type of Pit: Emergency Pit Burn Pit	Pit is:	Existing	SecTwp R	
Settling Pit Drilling Pit	If Existing, date con	structed:	Feet from North / South Line of Section	
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:(bbls)		Feet from East / West Line of Section County	
Is the pit located in a Sensitive Ground Water A	rea? Yes 1	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level? Yes No	Artificial Liner?	0	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (fee	t)	Width (feet) N/A: Steel Pits	
Depth fro	m ground level to dee	pest point:	(feet) No Pit	
If the pit is lined give a brief description of the line material, thickness and installation procedure.			dures for periodic maintenance and determining ncluding any special monitoring.	
Distance to nearest water well within one-mile of	of pit:	Depth to shallor Source of inforr	west fresh water feet. mation:	
feet Depth of water well	feet	measured	well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	over and Haul-Off Pits ONLY:	
Producing Formation:		Type of materia	al utilized in drilling/workover:	
Number of producing wells on lease:		Number of working pits to be utilized:		
Barrels of fluid produced daily:		Abandonment p	procedure:	
Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No		Drill pits must b	pe closed within 365 days of spud date.	
Submitted Electronically				
	KCC (OFFICE USE O	NLY Liner Steel Pit RFAC RFAS	
Date Received: Permit Numb	ber:	Permi	t Date: Lease Inspection: Yes No	



Kansas Corporation Commission Oil & Gas Conservation Division

1093271

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

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

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

169A-605

FORM 88 - | PRODUCER'S SPECIAL (PAID-UP) 63U [Rev. 1993]

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 5 th by and between Tyler Harting, Inc.	day of	January		- 2011
			· · · · · ·	
whose mailing address is 17603 D and 11 Markov P.C.	1.67664			
whose unailing address is 17693 Road U, Norton, KS and Castle Resources, Inc.	6 0 / 0 3 4			Lessor (whether one or more
PO Box 87, Schoenchen, KS 67667-00)8'7	 		hereinafter called Lesses
	One and More	Dollars (\$	One (1.00)) io hand paid
receipt of which is here acknowledged and of the royalties herein pi the purpose of investigating, exploiting by geophysical and other respective constituent products, injecting gas, water, other fluids, structures and things thereon to product, save, take care of, treat, and other products manufactured therefrom, and housing and others	and air into subsurince state,	of the Lessee herein contained attains and operating for and laying pipe lines, storing oil,	hereby grants, leases and producing oil, liquid hy- milding tanks, power stat	less exclusively unto Lessee forcarbons, all gases, and the ions, telephone lines, and other
interest, therein situated in County of	Norten	State of	Kansas	Described as follows to wit:
Township 1 South, Range 24 West Section 26: E/2			·	•
In Section — Fownship —	Range	and containing	270	acres, more or less and all
accretions thereto Subject to the provisions herein contained, this lease shall re-	main in force for a term of	Three (3) years no	320 m Unis date (called "primar	ry term"), and as long thereating
as oil, liquid hydrocarbons, gas or other respective constituent produ In consideration of the premises the said Lessen covenants ann		d from said land or land with y	elifeh said land is pooled.	
Ist. To deliver to the credit of Lesson, free of cost, in the pipe the leased premises.		sect wells on said hand, the equ	al one-sighth (1/8) part of	all oil produced and saved fro
2nd. To pay Lessor for gas of whatsoever manne or kind prod market price at the well, (but, as to gas sold by Lessoe, in no event or in the manufacture of products therefrom, said payments to be in Dollar (\$1.00) per year per net mineral acre retained hereunder, and panagraph	utore man one-eighte (1/8) of t	he proceeds received by Lesse	e from such sales), for the	gas sold, used off the premise
This lease may be maintained during the primary term hereof or any extension thereof, the Lessee shall have the right to drill sur pannities, this lease shall continue and be in force with like effect at	without further payment or dri ich well to completion with rep s if such well had been counter	lling operations. If the Lessee s sociable diligence and dispate ted within the term of years for	shall commence to drill a s b, and if oil or gas, or cit of mentioned	vel) within the term of this lea ter of them, be found in payin
If said Lessor owns a less interest in the above described lan Lessor only in the proportion which Lessor's interest bears to the wi	of than the entire and undivide	al fee simple estate therein, th	en the royalties herein pro	wided for shall be paid the sa
Lessee shall have the right to use, free of cost, gas, oil and wa		respect angration thereas were	mt water from the	
When requested by Lessur, Lessee shall bury Lessee's pipe lin	es below alow death	The state of the s	in water from the Mens Of	icessor,
No well shall be drilled nester than 200 feet to the house or be		nut seritten consent off some		
Lessee shall pay for damages caused by Lessee's operationa to		or without constitution Lesson.		
Lessee shall have the right at any time to remove all machiner		somiles instrution do at the		
If the estate of either party hereto is assigned, and the privil- administrators, successors or assigns, but no change in the owners furnished with a written transfer or assignment or a true copy there	ege of assigning in whole or i	n part is expressly allowed, if	e coverants hereof shall	extend to their heirs, executor until after the Lessee has be d obligations with respect to the
ssigned portion or portions arising subsequent to the date of assignr Lessee may at any time execute and deliver to Lessay or place bis lense as to such portion or partions and be refleved of all obligat	oucie.			
All existess or implied coverants of this large shall be subject	to all Paris at the same of	reg.		
Lessor hereby warrants and owees to defend the title to the lo	rede bassis described and	mied by, or it such indure is th	e result of, any such Law,	Order, Rule or Regulation.
essors, for themselves and their heis, successors and assigns, here lower and homestead may in any way affect the purposes for which	eby surrender and release all ri- this lease is made, as recited h	oy Lessor, and be sum ogated ight of dower and homestead i crein.	ta the rights of the hold n the premises described	er thereof, and the undersigns berein, in so far as said right
ressee, at its option, is hereby given the right and power to the total the total the power to power to the vent of an oil welf, or into a unit or units not exceeding 640 on which the power to fan oil welf, or into a unit or units not exceeding 640 on which the that herein lessed is situated an instrument identifying except the payment of royalties on production from the pooled unit, and from this tense, whether the well or welfs be located on the greations a unit so pooled only such portion of the poyley stipulated between the payment of royalties on the potential that the power to power to the payment of the portion of the poyley stipulated between the power to power	emises, such pooling to be of to mises, such pooling to be of to neces each in the event of a gas g and describing the pooled no , as if it were included in this i	y neverop and operate said tens acts configuous to one another well. Lessee shall execute in v reage. The entire acronge so p lesse. If production is found or	e premises so as to promot and to be into a unit or un witing and record in the co soled into a tract or unit s the pooled acreage, it sha	ie die conservation of oil, gas nits not exceeding 80 acres can inveyance records of the coun hall be treated, for all purpos- til be treated as if production
BEE RIDER ATTACHED HERETO AND MA	ADE A PART HERE	EOF:		
IN WITNESS WHEREOF, the undersigned execute this instrument as c	nF the day and year first above write	an.		
		Tyler Ḥartin	g, Inc.	
		By: Dryler Tyler Harting	Harting	Rosidas

605

STATE OF KANSAS	
COUNTY OF NORTON 158. ACKNOWLEDGMENT FOR CORPORATION	.3
On this 6TH day of JAN. A D 20_11, before me, the undersign m and for the county and state aforesaid, personally appeared	going instrument
Given under my hand and seal the day and year last above written.	12.11
My commission expression expressi	

Addendum

The terms and conditions herein are in and addition to the terms and conditions of the base lease, and to the extent these conditions to the terms and conditions of the base lease, these terms shall supersede those of the base lease.

- 1. Lessee or its assigns will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- 2. Lessee or its assigns shall consult Lessor as to the location of lease roads, tank batteries, utility poles, and other production facilities.
- 3. All pipeline or electric lines shall be buried below 36 inches.
- When preparing development locations the topsoil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tops locations about the restricted to the locations of the locations drilling or tank locations shall be restored to original height and cross section.
- Prior to abandonment or termination of said lease or the abandonment of drillsites constructed by Lessee, Lessee shall promptly fill all pits, ponds, remove all structures, and reasonably restore the premises to the condition existing at the time the lease was executed.

Tyler Harting, Inc.

STATE OF KANSAS, NORTON COUNTY, SS-FILED FOR RECORD AT 7:30 O'CLOCK A M

AND RECORDED IN BOOK 169A PAC

REG. OF DEEDS - NORTON COUNTY, KS / 6.00

612 /

169A-612 612

FORM 85 - (PRODUCER'S SPECIAL) (PAID-UP) 63U (Rev. 1993)

OIL AND GAS LEASE

by and between Wirld o	ed into the 8th	E. Gruen, her husband	Janua	n y	2011
Y ICAI L. C	nuen and Ronard	B. Gruen, her musband			
					
whose mailing address is 2	3 Barto Dr, St. L	ouis, MO 63135		hereinalter calle	d Lessor (whether one or mor
nd Castle Resour					,
	choenchen, KS 6	7667-0087			hereinafter called Lesse
Lessor, in consideration		One and More	Dollars (\$	One (1,00)) in hand pai
espective constituent products, structures and things thereon to	injecting gas, water, of produce, save, take car d therefrom, and housing	es herein provided and of the agreen and other means, prospecting drill ther fluids, and oir into subsurface st c of, treat, manufacture, process, sto c and otherwise caring for its employed Norton	ing, mining and operating for rate, laying pipe lines, storing	and producing oil, liquid by oil, building tanks, power sta	drocarbons, all gases, and ti tions, telephone lines, and of
				Testous .	-
Township 3 So Section 23: SE	nth, Range 24 Wes //4NE/4; NE/4SE/4	t and S/2SE/4			
n Section	Township	—- Range —	- and containing	160	seres, more or less and all
coreions thereto					_
		se shall remain in force for a term, o		s from this date (called "prima	ry term"), and as long thereaf
		luent products, or any of them, is pro-	deced from sold land or land w	vith which said land is pooled.	
In consideration of the pre			* *		
rst, to deliver to the credi te leased premises.	for Lessor, tiee of cost,	in the pipe line to which Lessee may	connect wells on said lond, the	e equal one-eighth (1/8) part of	all oil produced and saved fr
in the manufacture of produc	is therefrom, eard nound	ir kind produced and sold, or used of a no event more than one-eighth (1/8 rds to be made monthly. Where gas runder, and if such payment or tende	of the proceeds received by L	essee from such sales), for the	gas sold, used off the premis
This lease may be maintal any extension thereof, the Le mantities, this lease shall contin	ned during the primary t ssee shall have the righ ne and be in force with t	erm hereof without further payment of to drill such well to completion wi ike effect as if such well had been co	or drilling operations. If the Les th rensonable diffiguree and dis	see shall commence to drill ne spatch, and if oil or gas, or eit	well within the term of this le her of them, be found in pay
If said Lessor owns a less assor only in the proportion wh	interest in the above di ich Lessor's interest bea	scribed land then the entire and und is to the whole and undivided fee.	livided fee simple estate therei	n, then the royalties becein pro	
Lessee shall have the right	to use, free of cost, gas,	oil and water produced on said land	for Lessee's operation thereon,	except water from the wells of	Lessor,
		e's pipe lines below plow depth.		,	
		house or barn now on said premises		or,	
		perations to growing crops on said la			
Lessee shall have the right	at any time to remove a	II machinery and fixtures placed on s	aid premises, including the righ	it to draw and remove easing.	
If the estate of either part dministrators, successors or as unished with a written transfer signed portion or portions arisi	Of assignment or a true	I the privilege of assigning in whole the ownership of the land or assign copy thereof. In case Lessee assigns e of assignment.	e or in part is expressly allowe unent of rentals or royalties st this lease, in whole or in part,	d, the covenants hereof shall full be binding on the Lessee , Lessee shall be telieved of al	extend to their heirs, execute until after the Lessee has be I obligations with respect to t
		sor or place of record a release or ref full obligations as to the acreage surr	cinteres.		
All express or implied cov in part, nor Lessee held liable	enants of this lease shall in damages, for failure l	be subject to all Federal and State I comply therewith, if compliance is	aws, Executive Orders, Rules of prevented by, or if such foilure	or Regulations, and this lease s is the result of, any such Law.	half not be tenninated, in who
Lessor hereby warrants an lor(gages, taxes or other liens a essors, for (hemselves and their	d agrees to defend the ti on the above described theirs, successors and a	te to the Jauds herein described, and lands, in the event of default of pay ssigns, hereby surrender and release i for which this lease is made, as reci	agrees that the Lessee shall ha ment by Lessor, and be subro	ve the right at any time to rede	sem for Lessor, by payment a
Lesseo, at its option, is her icinity thereof, when in Lessee's ther minerals in and under and it the event of an oil well, or into which the land herein feased in which the payment of royalties and from this lease, whether the	cby given the right and a judgment it is necessar that may be produced fir a unit or units not excess situated an instrument on production from the pwell or wells be located portion of this royalty situation.	cover to pool or combine the netenge or advisable to do so in order to pro- ma said premises, such pooling to be adding 640 notes each in the event of identifying and describing the pool- onled unit, as if it were included in on the premises covered by this lease pulsted herein as the amount of his:	covered by this lease or any poperty develop and operate said of tracts contiguous to one am a gas well. Lessee shall execute at acreage. The entire acreage this lease. If production is four	lease premises so as to promo- other and to be into a unit or un- in writing and record in the oc- so pooted into a tract or unit s ad on the pooled acreage, it sha	te the conservation of oil, gas nits not exceeding 80 acres ea privoyance records of the coun hall be treated, for all purpos all be treated as if production
EE ADDENUM ATT	ACHED HERE	TO AND MADE A PAR	THEREOF:		
IN WITHERS WHEREOF, the	s under signed execute This in	stroment as of the day and year first above	written.		
0 01	e 01		Vicke	.11	
Bonal .	こくブルー		7/11/6	/ //	

STATE OF MISSOURI

Ss. ACKNOWLEDGMENT FOR INDIVIDUAL

Defore me, the undersigned, a Notary Public, within and for said county and state, on this 14th day of 2011, personally appeared Vicki L. Gruen and Ronald E. Gruen, her husband to me personally known to be the identical person, s. who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires MAPICO EMERISON Notary Public STATE OF MISSOUPH St. Louis Gounty
My Commission Expires: Mar. 17, 2012
Commission Expires: Mar. 17, 2012
Commission & 38879216

Addendum

The terms and conditions herein are in and addition to the terms and conditions of the base lease, and to the extent these conditions to the terms and conditions of the base lease, these terms shall <u>supersede</u> those of the base lease.

- 1. Lessee or its assigns will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- Lessee or its assigns shall consult Lessor as to the location of lease roads, tank batteries, utility poles, and other production facilities.
- 3. All pipeline or electric lines shall be buried below 36 inches.
- 4. When preparing development locations the topsoil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and cross section.
- 5. Prior to abandonment or termination of said lease or the abandonment of drillsites constructed by Lessee, Lessee shall promptly fill all pits, ponds, remove all structures, and reasonably restore the premises to the condition existing at the time the lease was

Bonal & Thum Vicke L Green

STATE OF KANSAS, NORTON COUNTY, SS-FILED FOR RECORD AT 9:30 O'CLOCK Λ M

FEB 8 2011

AND RECORDED IN BOOK 1612

Wante M. Uncent

REG. OF DEEDS NORTON COUNTY, KS 16.05

0 169-A-615

FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP) 63U (Rev. 1993)

OIL AND GAS LEASE

PO Br Lessor, in co- cecipt of which is he ep uppose of inves- spective consituer tructures and thirgs tructures and thirgs spective consituer tructures and thirgs Section Towns Section Section Section Corrections thereto Subject to the so milliguid hydroca in consideratio in consideratio in to maintenance of the wind of the solid To pay Larket picke at the w ring the maintenance of the wind in the manchine of the wind Lessee shall by Lessee	e Resource ox 87, Sch ossideration of the acknowledge of the products, in a linear to consult of the schowledge of the products, in a linear to products, in a linear to provisions her arbons, gas ar o on of the premix to the credit of assort for gas o well, then, as to cas for one gas o well, then, as to cas for one gas o well, then, as to cas for one gas o well, then, as to	SW Randolpl s, Inc. oenchen, KS oenchen, KS ged and of the coyn white by geophysic cetting ma, water, white, save, take or erefrom, and housi of I. Range 24 W. Township ein contained, this t ther respective con sess the said Lessee r Lessor, free of cos f whatsoever nature gas sold by Lessee from said now been from said now therefrom	Ave, Topek: 67667-0087 One a titles herein provide al and other mere alther fluids, and ai see of, treat, manul g and otherwise or N 255 4 and \$/2\$E/4 and \$/2\$E/4 attituent products, o covenants and age t, in the pipe line t or kind producted	a, KS 66604 and More and and of the agreement as, prospecting drilling, in this subserface strate finite subserface strate aring for its employees, dorton Range in force for a term of or any of them, is produces:	numng and operating it, laying pipe lines, storin and transport said oil, liqui the following described la State of	One (1.0) fined, hereby grants, lenses r and producing oil, liquid oil, building tauks, power d hydrocarbons, gases and to nd, together with any reversi Kansas 160 rs from this date (called "pri	and lets exclusively unto Lesse lydrocations, all gases, and subtimes, obequince these, and their respective constituent pro- tionary rights and after-acquired Described as follows to wit acres, more or less and all
d Castle PO Be Lessor, in on Lessor, in on Lessor, in on the purpose of investigation to purpose of investigation to purpose of investigation to the purpose of investigation to the products in the purpose of investigation to the products in the product of the the products in the product in the prod	e Resource ox 87, Sch oxideration of the acknowledge the acknowledge the acknowledge the acknowledge the products, inj a thereon to pro antique the acknowledge the acknowledg	s, Inc. oenchen, KS oenchen, KS ged and of the cown ing by geophysic coting gas, water, value, save, take or renfrom, and housi of I. Range 24 W. Township ein contained, this take respective con ses the said Lessee I Lessor, free of cos f whatsoever nature gas sold by Lessee	of 7667-1087 One a little therein provide all and other mere abler fluids, and ai see of, treat, manuling and otherwise or N State of treat, manuling and otherwise or N A and S/2SE/4 and S/2SE/4 and S/2SE/4 attituent products, a covenants and age at, in the pipe line to or kind producted.	and More ed and of the agreement se, prospecting drilling, in into subsurface strate facture, process, store a arring for its employees, dorton Range in force for a term of or any of them, is produces:	s of the Lessee herein cont, mining and operating fe, laying pile lines, storing and transport said oil, liqui the following described in State of and containing and containing	One (1.0) fined, hereby grants, lenses r and producing oil, liquid oil, building tauks, power d hydrocarbons, gases and to nd, together with any reversi Kansas 160 rs from this date (called "pri	hereinafter called Less D) in hand ps and lets exclusively unto Lesse hydrocathous, all gases, and stations, tolephone files, and their respective constituent pro- tionery rights and after-acquired Described as follows to wit acres, more or less and all
d Castle PO Be Lessor, in on Lessor, in on Lessor, in on the purpose of investigation to purpose of investigation to purpose of investigation to the purpose of investigation to the products in the purpose of investigation to the products in the product of the the products in the product in the prod	e Resource ox 87, Sch oxideration of the acknowledge the acknowledge the acknowledge the acknowledge the products, inj a thereon to pro anticulate in County the the acknowledge the acknowled	s, Inc. oenchen, KS oenchen, KS ged and of the cown ing by geophysic coting gas, water, value, save, take or renfrom, and housi of I. Range 24 W. Township ein contained, this take respective con ses the said Lessee I Lessor, free of cos f whatsoever nature gas sold by Lessee	of 7667-1087 One a little therein provide all and other mere abler fluids, and ai see of, treat, manuling and otherwise or N State of treat, manuling and otherwise or N A and S/2SE/4 and S/2SE/4 and S/2SE/4 attituent products, a covenants and age at, in the pipe line to or kind producted.	and More ed and of the agreement se, prospecting drilling, in into subsurface strate facture, process, store a arring for its employees, dorton Range in force for a term of or any of them, is produces:	s of the Lessee herein cont, mining and operating fe, laying pile lines, storing and transport said oil, liqui the following described in State of and containing and containing	One (1.0) fined, hereby grants, lenses r and producing oil, liquid oil, building tauks, power d hydrocarbons, gases and to nd, together with any reversi Kansas 160 rs from this date (called "pri	hereinafter called Less D) in hand ps and lets exclusively unto Lesse hydrocathous, all gases, and stations, tolephone files, and their respective constituent pro- tionery rights and after-acquired Described as follows to wit acres, more or less and all
Castle PO Be Lessor, in on Lessor, in on ceipt of which is is, to purpose of invests specifive constituer specifive constituer rectures and diving and other products in sterest, therein situal rections thereto Subject to the ceit of a cit, liquid hydroen in consideration ist. To deliver the cased promises. Lanket price at the write the ceit of the ceit of the ceit of the ceit of the land products in the ceit of the manufacture of the price at the write the manufacture office of the ceit of the ceit of the manufacture office of the ceit of the ceit of the manufacture office office of the manufacture office offi	e Resource ox 87, Sch oxideration of the acknowledge the acknowledge the acknowledge the acknowledge the products, inj a thereon to pro anticulate in County the the acknowledge the acknowled	s, Inc. oenchen, KS oenchen, KS ged and of the cown ing by geophysic coting gas, water, value, save, take or renfrom, and housi of I. Range 24 W. Township ein contained, this take respective con ses the said Lessee I Lessor, free of cos f whatsoever nature gas sold by Lessee	of 7667-1087 One a little therein provide all and other mere abler fluids, and ai see of, treat, manuling and otherwise or N State of treat, manuling and otherwise or N A and S/2SE/4 and S/2SE/4 and S/2SE/4 attituent products, a covenants and age at, in the pipe line to or kind producted.	and More ed and of the agreement se, prospecting drilling, in into subsurface strate facture, process, store a arring for its employees, dorton Range in force for a term of or any of them, is produces:	s of the Lessee herein cont, mining and operating fe, laying pile lines, storing and transport said oil, liqui the following described in State of and containing and containing	One (1.0) fined, hereby grants, lenses r and producing oil, liquid oil, building tauks, power d hydrocarbons, gases and to nd, together with any reversi Kansas 160 rs from this date (called "pri	hereinafter called Less D) in hand ps and lets exclusively unto Lesse hydrocathous, all gases, and stations, tolephone files, and their respective constituent pro- tionery rights and after-acquired Described as follows to wit acres, more or less and all
d Castle PO Be Lessor, in on Lessor, in on Lessor, in on the purpose of investigation to purpose of investigation to purpose of investigation to the purpose of investigation to the products in the purpose of investigation to the products in the product of the the products in the product in the prod	e Resource ox 87, Sch oxideration of the acknowledge the acknowledge the acknowledge the acknowledge the products, inj a thereon to pro anticulate in County the the acknowledge the acknowled	s, Inc. oenchen, KS oenchen, KS ged and of the cown ing by geophysic coting gas, water, value, save, take or renfrom, and housi of I. Range 24 W. Township ein contained, this take respective con ses the said Lessee I Lessor, free of cos f whatsoever nature gas sold by Lessee	of 7667-1087 One a little therein provide all and other mere abler fluids, and ai see of, treat, manuling and otherwise or N State of treat, manuling and otherwise or N A and S/2SE/4 and S/2SE/4 and S/2SE/4 attituent products, a covenants and age at, in the pipe line to or kind producted.	and More ed and of the agreement se, prospecting drilling, in into subsurface strate facture, process, store a arring for its employees, dorton Range in force for a term of or any of them, is produces:	s of the Lessee herein cont, mining and operating fe, laying pile lines, storing and transport said oil, liqui the following described la State of and containing and containing	nined, hereby grants, leases r and producing oil, liquid oil, building tasks, power d hydrocarbons, gases and i d, together with any reversi Kansas 160 rs from this date (called "pri	o) in hand ps and lets exclusively unto Lesse lydrocathons, all gases, and stations, obequious lines, and their respective constituent pro- tionery rights and after-acquired Described as follows to wit acres, more or less and all
Lessor, in co- testing the control of the control o	passideration of the chanveled	ged and of the coyn ring by geophysic cetting gas, water, sodner, save, take or erefrom, and housin of 1. Range 24 W. NE/4; NE/4SE, Township ein contained, this take their respective con- ses the said Lessee F Lessor, free of cos- f whatsoever nature gas sold by Lessee from said now-	One an titles therein provide at and other ments where fluids, and at the of, treat, manufage and otherwise or N 1 and 5/2/5/6/4 and 5/2/5/6/4 and 5/2/5/6/4 and 5/2/5/6/4 and 5/2/5/6/4 and 5/2/5/6/4 and 5/2/5/6/6/6/6/6/6/6/6/6/6/6/6/6/6/6/6/6/	ed and of the agreement se, posspecting drilling, in this subserface strate facture, process, store a aring for its employees, forton Range in force for a tenu of or any of them, is produces:	s of the Lessee herein cont, mining and operating fe, laying pile lines, storing and transport said oil, liqui the following described la State of and containing and containing	nined, hereby grants, leases r and producing oil, liquid oil, building tasks, power d hydrocarbons, gases and i d, together with any reversi Kansas 160 rs from this date (called "pri	o) in hand ps and lets exclusively unto Lesse lydrocarbons, all gases, and stations, obequious lines, and their respective constituent pro- tionery rights and after-acquired Described as follows to wit acres, more or less and all
Lessor, in co- testing the control of the control o	passideration of the chanveled	ged and of the coyn ring by geophysic cetting gas, water, sodner, save, take or erefrom, and housin of 1. Range 24 W. NE/4; NE/4SE, Township ein contained, this take their respective con- ses the said Lessee F Lessor, free of cos- f whatsoever nature gas sold by Lessee from said now seried now.	One an titles therein provide at and other ments where fluids, and at the of, treat, manufage and otherwise or N 1 and 5/2/5/6/4 and 5/2/5/6/4 and 5/2/5/6/4 and 5/2/5/6/4 and 5/2/5/6/4 and 5/2/5/6/4 and 5/2/5/6/6/6/6/6/6/6/6/6/6/6/6/6/6/6/6/6/	ed and of the agreement se, posspecting drilling, in this subserface strate facture, process, store a aring for its employees, forton Range in force for a tenu of or any of them, is produces:	s of the Lessee herein cont, mining and operating fe, laying pile lines, storing and transport said oil, liqui the following described la State of and containing and containing	nined, hereby grants, leases r and producing oil, liquid oil, building tasks, power d hydrocarbons, gases and i d, together with any reversi Kansas 160 rs from this date (called "pri	o) in hand ps and lets exclusively unto Lesse lydrocarbons, all gases, and stations, obequious lines, and their respective constituent pro- tionery rights and after-acquired Described as follows to wit acres, more or less and all
TOWN Towns and things TOWN Section Towns Section In consideration In Consideration In Consideration In To pay L. And To pay L. And To pay L. And To pay L. And To pay L. The lease may any International the manufacture If said Lessor Towns The Section This lease may any This lease may any When requeste When requeste No well shall I Lessee shall by Lessee shall by Lessee shall by Lessee shall by Lessee may at its lease as to such I All express or in part, nor Lessee Lessee, at its o cinity thereof, whe Elessee, at its o cinity thereof, whe Lessee, at its o cinity thereof, whe Lessee that hat the went of an oil which the fand he cept the payment of difform this lease, or on a unit so payment at from this lease, or on a unit so payment	nt products, given the products, and products, and another the district the provisions here are provisions are provisions are provided that the provisions here	cetting us, water, to the cetting us, water, to the cetting us, water, to the cetting us, water, and housing of the cetting us, and housing the cetting us, and the cetting us, water on the cetting us, and the cetting us, and the cetting us so the cetting us and the cetting	and other mean about many and other mean about many and otherwise or the state of treat, manulay and otherwise or the state of the stat	ns, prospecting drilling, in into subserface strain facture, process, store n aring for its employees, lorton Range	nuting and operating it, laying pipe lines, storing and transport said oil, liqui the following described in State of	nined, hereby grants, leases r and producing oil, liquid oil, building tauks, power d hydrocarbons, gases and i d, together with any reversi Kansas 160 rs from this date (called "pri	and lets exclusively unto Lesse lydrocations, all gases, and subtimes, obequince these, and their respective constituent pro- tionary rights and after-acquired Described as follows to wit acres, more or less and all
Section It sections thereto Subject to the Subject	e provisions ken arbons, gos or o on of the premier to die credit ol .essor for gas o well, (but, as to	NE/4; NE/4SE/ Township ein contained, this it ther respective con- ses the said Lessee FLESSOR, free of cos F whatsoever nature gas sold by Lessee	ease shall remain is stituent products, o covenants and age et a, in the pipe line to the produced in no covered.	Range in force for a ferral of or any of them, is producees:	Three (3)	rs from this date (called "pri	
cretions thereto Subject to the Subject to the soil, liquid hydroca In consideratio Ist. To deliver e leased promises. 2nd. To pay L anket price at the write of	arbons, gas or o on of the premis r to the credit of - .essor for gas o well, (but, as to	ein contained, this is other respective con- ses the said Lessee F Lessor, free of cos F whatsoever nature gas sold by Lessee	ease shall remain is stituent products, o covenants and agreet, in the pipe line to cove and produced.	in force for a lenu of or any of them, is produc ees:	Three (3)	rs from this date (called "pri	
Subject to the soil, liquid hydroca in consideration in consideration in consideration is to deliver the leased premises. 2nd. To pay Lanket price at the wear the warmen in the manching of the warmen in the manching of the warmen in the part of the warmen in the part of the warmen in the warmen	arbons, gas or o on of the premis r to the credit of - .essor for gas o well, (but, as to	ein contained, this is other respective con- ses the said Lessee F Lessor, free of cos F whatsoever nature gas sold by Lessee	ease shall remain is stituent products, o covenants and agreet, in the pipe line to cove and produced.	in force for a lenu of or any of them, is produc ees:	Three (3)	rs from this date (called "pri	
s oil, liquid hydroca In consideratio Ist. To deliver Ist. To for y L. Ist.	arbons, gas or o on of the premis r to the credit of - .essor for gas o well, (but, as to	ther respective con- ses the said Lessee f Lessor, free of cos f whatsoever nature gas sold by Lessee there from, said now-	stituent products, o covenants and agre it, in the pipe line to or kind produced	or any of them, is produc ees:	Three (3) year cert from said land or land	rs from this date (called "pri	mary term"), and so long there.
In consideration is to consideration is to deliver e leased promises. 2nd. To pay Larket price at the wind in the	on of the premis r to die credit of .essor for gas o well, (but, as to re of products th	ses the said Lessee F Lessor, free of cos F whatsoever nature gas sold by Lessee berefron, said now	covenants and agre t, in the pipe line to or kind produced	ees:	ed from said land or land		men's menus is auto as innel tricites
Ist. To deliver e leased promises. 2nd. To pay L. arket price at the win the manufacture of the win the manufacture of the wind the manufacture. This lease may any extension the mutities, this bease if said Lessor sorr only in the processor only in the case shall be a processor only in the case of the processor only in the pro	r to the credit of essor for gas of well, (but, as to re of products the	F Lessor, free of cos F whatsoever nature gas sold by Lessoe berefrom, and now	t, in the pipe line to			With which said land is pook	ad.
Ind. To pay L. arket price at the win the inaudicular (\$1.00) per yettagaraph. This base may any extension the mutities, this base in any extension the mutities, this base is so that the same that	.essor for gas p well, (but, as to re of products th	F whatsoever nature gas sold by Lessee berefrom, and now	or kind produced	to which Lessee may con			
2nd. To pay L. arket price at the w in the inaudicular in the properties in the inaudicular in the properties in the inaudicular in the inaudicular in the castae of initiatrators, succe initiatrator,	.essor for gas p well, (but, as to re of products th	F whatsoever nature gas sold by Lessee berefrom, and now	or kind produced		nnect wells on said land, ti	e cqual one-eightii (1/8) par	t of all oil produced and saved
multiles, this base If said Lessor server and horses and horses Lessee shall he When requeste No well shall he Lessee shall put Lessee may at Is lessee and so such All express or in part, nor Lessee Lessor hereby Lessee, at it so Lessee, at the lessee Lessee, at			ereunder, and if suc	tnan one-eights (174) of mouthly. Where gas froi ch payment or leader is	t the proceeds received by in a well producing gas on made it will be considered	Lessee from such sales), for ly is not sold or used, Lesse that gas is being produced t	the gas sold, used off the preme to may pay or tender as royalty within the meaning of the prece-
If said Lessor services only in the present only in the present of the control of					trilling operations. If the U ensonable diligence and d leted within the term of ye		I a well within the term of this either of them, be found in pr
When requeste No well shall it Lessee shall by Lessee shall by If the estate of uninistrators, succ, raished with a writ- signed portion or p signed portion or p in part, nor Lessee All express or in part, nor Lessee All express or in part, for themsel- swer and homestean Lessee, at it is o cinity thereof, whe the minerals in and the event of an oil which the land he cept the payment of from this lease, a d from this lease, and a mit is poole	owns a less in reportion which	terest in the above Lessor's interest b	described land the ears to the whole m	sa the entire and undivi- and undivided fee.	ded fee simple estate then	in, then the royalties herein	provided for shall be paid the
No well shall I Lessee shall by Lessee shall by I the estate of Initiatrators, succe mished with a writ signed portion or p I essee may at is lessee as to such i All express or in part, nor Lessee Lessee, at its of wer and homestea Lessee, at its of the minerals in ause the winerals in ause the event of an oil which the land be optime payment of from this lesse, to a this popole					Lessee's operation (hereor	, except water from the well	3 of Lessor.
Lessee shall pu Lessee shall be If the estate of initistrators, such initistrators, such initistrators, such initistrators, such initistrators, such is lease as to such in All express or in part, nor Lessee All express or in part, nor Lessee sees or such in part, nor Lessee con tereby tragaes, laxes or ssoors, for themsel- wer and homestean Lessee, at it is o initiy thereof, whe the mineral in name the mineral in and the mineral in or into the mineral in which the land he egit the payment of from this lease, the a d from this lease, the a unit so poolet ma unit so poolet ma unit so poolet materials.		essee shall busy Le			•		
Lessee shall bu I'the estate of the initiatrators, since consisted with a writing signed portion or p it is seen as to such p and it is lessee as to such p and, to ressee the same as to such p and, to ressee the same as to such p and, to ressee the same as to such p and, to ressee the same and the estate the same and the same an					hont written consent of Le	990r.	
If the estate of imministrators, ministrators, consisted with a writing signed portion or p. Lessee may at it leaves as to such p. All express or in part, nor Lessee that the such part, for themselver and homestean Lessee, at it is consistent to the mineral in made the mineral in made the work of an oil which the land he cept the payment of from this lease, the manufacture of the manufacture of the mineral in audit of the mineral in audit of mineral in audit on pooled manufacture in a mineral in audit on pooled minister in a mineral in audit of mineral in audi				ving crops on said land.			
raished with a writing and portion or p Lessee may at it lessee as to such from the such as the such	ave the right at	any time to remove	all machinery and	l fixtures placed on said	premises, including the ri	ght to draw and remove casin	ığ.
All express or in part, nor Lessee Lessor hereby ortgages, taxes or assors, for themselver and homestean testing the remarks in and the event of an oil which the land he need the payment of from this lease, and a unit so pooled man a unit so pooled.	itten transfer or	assignment or a In	m the ownership o	or the lant or assignme			all extend to their heirs, execusee untit after the Lessee has of all obligations with respect to
Lessor hereby ortgages, taxes or essors, for themsel-over and homesteam. Lessee, at its o cinity thereof, whee the minerals in and the event of an oil to event of an oil of the homesteam of the payment of the payment at the tase, and from this lesse, or a unit so pooled	pornou or post	ONE WILL DO LOUGAST	or an omigations	из на инстастваще заптени	dered,		ibed premises and thereby surre
essors, for themsel- over and homestead Lessee, at its o cinity thereof, whe her minerals in and the event of an oil which the land be coopt the payment of drom this lesse, we om a unit so pooled	G HEIGH HAURE AL	Gardogos, for mitting	to comply merew	ин, и сопривне в рге	evented by, or it such failin	e is the result of, any such t.	ise shall not be terminated, in w aw, Order, Rule or Regulation.
ther minerals in and the event of an oil which the land he reept the payment of ad from this lease, so om a unit so pooled	lves and their had may in any w	eirs, successors and ay affect the purpo	u canda, as me eve Lassigns, hereby s ses for which this l	ent of detault of payme surrender and release all lease is made, as recited	ent by Lessor, and be sub- I right of dower and home Therein.	ogated to the rights of the l stend in the premises describ	redeem for Lessor, by payment tolder thereof, and the undersited hed herein, in so far as said rig
	d under and that I well, or into a crein feased is a of royalties on whether the we d only such por	t may be produced unit or units not ex lituated an fustrume production from the II or wells be focult rtion of the royalty	from said premises seeding 640 acres out identifying and pooled unit, as it id on the premises	s as a state of the people of sach pooling to be of each in the event of a gifdescribing the pooled in this covered by this loss of the pooled in this covered by this loss of the people of the peopl	tructs contiguous to one a as well. Lessee shall executacreage. The entire acreage is lease. If production is for a lease. If production is for a lease.	at lease promuses so as to pro- mother and to be into a unit of the in writing and record in the e so profed into a tract or m and on the profed acreage, i	and, lense or leases in the imme- pance the conservation of oil, go or units not exceeding 80 acres to conveyance records of the on and similar to exceed a production is shall be treated, for all purp it shall be treated as if production, Lessor shall receive on produc- in, Lessor shall receive on produc- n on a acreage basis bears to the
EE ADDEN		CHED HER	ETO AND N	AADE A PART	HEREOF:		
IN WITNESS W	UM ATTA			day and year first above wit	ilten.	•	
Dung		ndersigned execute । मि	instrument as of the	•			

615

STATE OF FONSES	
COUNTY OF Shawner) ss. ACKNOWLEDGMENT FOR INDIVIDUAL	
Before me, the undersigned, a Notary Public, within and for said county and state, on this	
IN WITNESS WHEREOF, I have hereunto set my hand and official sed the day and year last above written. My commission expires 03118.	2
Atan Mahille	

A Timothy M. Lippold
Notary Public
State of Kansas
My Appl. Expires 10/3/11/2

Addendum

The terms and conditions herein are in and addition to the terms and conditions of the base lease, and to the extent these conditions to the terms and conditions of the base lease, these terms shall supersede those of the base lease.

- Lessee or its assigns will consult with Lessor regarding routes of ingress and egress prior to commencing operations,
- 2. Lessee or its assigns shall consult Lessor as to the location of lease roads, tank batteries, utility poles, and other production facilities.
- 3. All pipeline or electric lines shall be buried below 36 inches.
- When preparing development locations the topsoil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and cross section.
- Prior to abandonment or termination of said lease or the abandonment of drillsites constructed by Lessee, Lessee shall promptly fill all pits, ponds, remove all structures, and reasonably restore the premises to the condition existing at the time the lease was
- 6. If Lessee or its assigns elect to drill a fresh water well for use in their drilling activities, Lessee or its assigns will make an assignment of said water well to the landowner using the KDHE form WWC-7, once Lessee use of said well is no longer require to complete Lessees drilling activities. Once said fresh water well is assigned to landowner, landowner will be responsible for all requirements that may or will be require by the KDHE, including plugging of said water well as require by regulation K.AR. 28-30-7.

Terry Bonnett

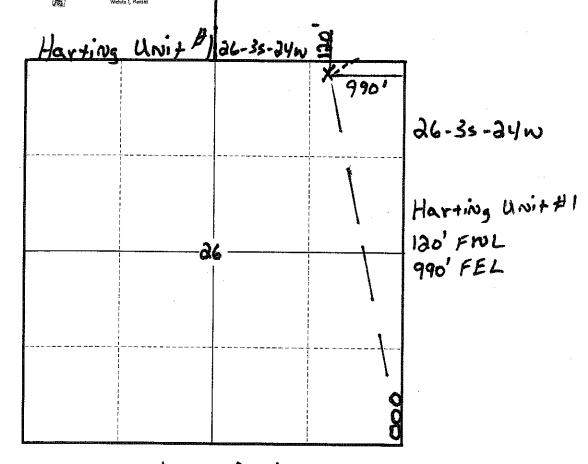
Patti K. Bonnett

STATE OF KANSAS, NORTON COUNTY, 65-FILED FOR RECORD AT 9:30 O'CLOCK A M

FEB 8 2011

AND RECORDED IN BOOK I GRA Warde M. Uncent REG. OF DEEDS - NORTON COUNTY, KS (4.00

SE/4 23-35-24W ANSAS BLUE PRINT CO. INC. 0



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



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

Sam Brownback, Governor

Mark Sievers, Chairman Thomas E. Wright, Commissioner Shari Feist Albrecht, Commissioner

September 20, 2012

Jerry Green Castle Resources, Inc. BOX 87 SCHOENCHEN, KS 67667-0087

Re: Drilling Pit Application Harting Unit 1 NE/4 Sec.26-03S-24W Norton County, Kansas

Dear Jerry Green:

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