

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:
monur day year	
PERATOR: License#	feet from N / S Line of Section
lame:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	
State:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
ONTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate: I
If OWWO: 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:	
- · · g······ - · · · · · · · · · · · ·	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore? Yes No	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
CCC DKT #:	
CCC DKT #:	
	Will Cores be taken? Yes N If Yes, proposed zone:
AF	Will Cores be taken? If Yes, proposed zone: FIDAVIT
AF The undersigned hereby affirms that the drilling, completion and eventual p	Will Cores be taken? If Yes, proposed zone: FIDAVIT
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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
Vell Number:	feet from E / W Line of Section
Field:	SecTwp S. R
Number of Acres attributable to well:	is section. Negulai of Integulai
	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW
	PLAT
lease roads, tank batteries, pipelines and electrical lines, a	rest lease or unit boundary line. Show the predicted locations of as required by the Kansas Surface Owner Notice Act (House Bill 2032). The hase parate plat if desired.
: : : : :	· :
	2450 ft. LEGEND
	O Well Location
	Tank Battery Location
	: : : : Electric Line Location
	Lease Road Location
	· · · · · · · · · · · · · · · · · · ·
	: :
	EVANDIE : :
	EXAMPLE :
12	
	1980' FSL
	. ·
	_ : _ · · · <u> </u>

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

095531

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:	Pit is:		
Emergency Pit Burn Pit	Proposed	Existing	SecTwp R
Settling Pit Drilling Pit	If Existing, date co	nstructed:	Feet from North / South Line of Section
Workover Pit Haul-Off Pit	Pit capacity:		Feet from East / West Line of Section
(If WP Supply API No. or Year Drilled)		(bbls)	County
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l
To the processing in a content of country training			(For Emergency Pits and Settling Pits only)
Is the bottom below ground level? Yes No	Artificial Liner? Yes N	No	How is the pit lined if a plastic liner is not used?
Pit dimensions (all but working pits):Length (fee			NAC data (force)
Pit dimensions (all but working pits):Length (te		,	Width (feet) N/A: Steel Pits No Pit
If the pit is lined give a brief description of the liner			dures for periodic maintenance and determining
material, thickness and installation procedure.			cluding any special monitoring.
Distance to nearest water well within one-mile	of pit:	Depth to shallo Source of inforr	west fresh water feet. nation:
feet Depth of water wellfeet		measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	ver and Haul-Off Pits ONLY:
Producing Formation:		Type of materia	l 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 s flow into the pit? Yes No	pilled fluids to	Drill nite must h	e closed within 365 days of spud date.
Submitted Electronically			
	KCC	OFFICE USE O	NLY
			Liner Steel Pit RFAC RFAS
Date Received: Permit Num	ber:	Permi	t Date: Lease Inspection: Yes No



Kansas Corporation Commission Oil & Gas Conservation Division

1095531

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

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

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

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

OIL AND GAS LEASE

Kansas Blue 700 S. Broadway PO B Wichita, KS 67201- 316-264-9344-264-51 www.kbp.com·kbp@k	
(A)	
ď	

) in hand paid receipt of which	00.1	Ome & other waluable consideration
, hereinafter caller Lessee:		
		Downing-Nelson Oil Co., Inc.,
hereinafter called Lessor (whether one or more),	hereinafi	whose maijne address is
	husband and wife,	Dale Newcomer a
2011		ACBEPTMENT Made and entered into the day of NOVOMDET

Lessor, in consideration of OHE & OURELLABOLE CONSIGERATION Dollars (\$ L.*UU) in hand paid, receipt of which is here acknowledged and of the royalites herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting for and producing oil, liquid hydrocarbons, all gases, and their respective constituen products, in products, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures constituen products are of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective consituent products and other products and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Treggo. Northeast Quarter (NE/4)

In Section 12	, Township	Township 12 S	, Range	23 W	, and containing	160	acres, more or less, and all
accretions thereto.					(;	-	
Subject to the provisions herein contained, this lease shall remain in force for a term of JHC (11), years from this date (called "primary term"), and as fouly discerned as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.	erein contained other respective	l, this lease shall rem e constituent products	ain in force 3, or any of (for a term of UDE. them, is produced from	years fron said land or land	m this date (called "primary with which said land is poo	/ term), and as iong utereared bled.
In consideration of the premises the said lessee covenants and agrees:	mises the said	leasee covenants and	agrees:				Course free franch 11 tt 2
1st. To deliver to the cred	lit of lessor, fre	e of cost, in the pipe	line to whic	h lessee may connect	wells on said land	, the equal one-eighth (%) pa	1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all on produced and seven

1st. T from the leased

Trom the leased premises.

And To pay leaser for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of gas of whatsoever nature or kind produced and sold, or used of the proceeds received by leaser from such solds. Or the gas sold used leaser and pay per or tender premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not off or used, leaser may pay or tender as roughly to bollings (18,00) per year per net mineral acre retained bereunder, and if such payment or tender is made it will be considered that gas is bring produced within the same meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling resonable diligence and dispatch, and if oil or gas, or either of them, be of this lease shall have the right to drill such well to complete with the sense and dispatch, and if oil or gas, or either of them, be of this lease shall borntime and be in forcewith the stand well have been completed within the term of years first mentioned.

It aid leasor over a leas interest bears to the whole and undivided fee simple estate therein, then the royalties herein provided for shall be paid the same read of the pay bears of the same and the pay to the same and the pay the same shall bury lease's pipe lines below flow depth.

No well shall be drilled neaerer than 200 feet to the house or barn now on said premises, including the right of draw and remove casing.

Lease shall have the right at any time to remove all machinery and fixtures placed on said land.

Lease shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right of raw and remove casing.

Lease shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right of recepts and every successors or assigns, but no change in the ownership of the land or assignment of ext

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the rights of the holder thereof, and the undersigned tessors, for themselves and their here and sasigns, hereby surrender and release all right of dowe and homestead in the premises described herein, in so far as said right of dower and homestead in the premises and assigns, hereby surrender and release all right of dower and homestead in the premises are cased and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead may in any way affect the purposes for which this lesse is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lesse or any portion thereof when in lessee is underned it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, and pooling to be of tracts contiguous to one another and that may be produced from said premises, and pooling to be of tracts contiguous to one another and that may be produced from said premises, and pooling to be of tracts contiguous to one another and that may be produced from said premises, and pooling to be of tracts contiguous to one another and that may be produced from said premises of the conveyance records of the conveyance accept in the avent of a gas well. Lessee shall execute mentals and the production from the pooled unit, as if it were included in this lesse. If production is production from the pooled acreage, it shall be treated as if production is had from this lesse, whether the well or wells be located on the premises covered by this lesse or not. In lieu of the royalty situates herein specified, lessor shall receive on production from the pooled on the production and acreage basis bears to the total acreage so pooled in the period on the production an

that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks. 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

first above day of the 8 nent this undersigned WITNESS WHEREOF, the

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ACKNOWLEDGMENT FOR INDIVIDUAL (ReokCone) It was acknowledged before me this day of the recorded before me this day of Twee acknowledged before me this day of Tree of Kansas County of Tree of
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Action Twp. Term The Recorded on the County RECORDS AT PAGE 404 FEE \$ 12.00 RECORDS AT PAGE 404
Two as acknowledged before me this Acknowledged before me this By a service of the soft of
corporation, on behalf of the corporation.

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

(Rev. 1993)

GAS LEASE OIL AND

Reorder No. 09-115

Kansas Blue Print 700 S. Broadway PO Box 793 Weekila, KS 67201-0793 316-264-934-284-5165 fax www.kbp.com kbp@kbp.com

2011

wife, and husband Newcomer, November Ann and Georgia Newcomer into the ं Made

Duane

by and between

Lessor, in consideration of One & Other Valuable consideration bolars (\$\frac{1}{2},00\$) in hand paid, receipt of which is here acknowledged and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent producis, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other structures and transport said described land, together with any reversionary rights and after-acquired interest, therein shuated in County of Trego or more), one (whether called Lessor hereinafter Inc. 0 Oil Downing-Nelson 19 address whose mailing bue

Northeast Quarter (NE/4)

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells from the leased premises.

equal one-eighth (1/4) part of all oil produced and

on said land, the

at the market price at the well, (but, as to gas sold by lessee, in no event more than one sighth (%), as to gas of whatsoever nature or kind produced and sold, or used off the proceeds received by lessee from such sales), for the gas sold, used off the proceeds received by lessee from such sales), for the gas sold, used off the proceeds received by lessee from such sales), for the gas sold, used off the gas received by received by products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty. One Dollar (\$1.00) per year per net minerel acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of varieties and during the primary term hereof without further payment or drilling operations. If the lessee shall constude and be in force with like effect as if each well had been completed within the term of years first mentioned. found in paying quantities, this lesse shall constude and be in force with like effect as if each well had been completed within the term of years first mentioned. If said lessor only in the proportion which lessor's interest bears to the whole and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said premises without written consent of lessor.

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

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

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Lessee shall have the right at any time to remove all machinery and fixtures placed or in part is expressly allowed, the covenants hereof shall extend to the sassignment or portions arising subsequent to the date of assignment.

Lessee has been furnished with a written transfer or assignment or a release to replace the remove adminished portion or portions and be relieved of all obligations as to the acreage surrendered.

Lessee may at any time execute and deliver t

All express or implied covenants of this lesse shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lesse shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the rights of the holder thereof, and the undersigned tessors, to the result is not the above described hads, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the underson and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lesse or any portion thereof when in lessee is judgement it is necessary or advisable to do so in order to properly develop and operate said lease or leases in under and that may be produced from said premises, each pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 660 acres each in the event of an oil well, or into a unit or units not exceeding 660 acres each in the event of an oil well, or into a unit or units not exceeding 660 acres each in the event of an oil well, or into a unit or units not exceeding for a gas well. Lessee shall excerte in writing and record in the conveyance records of the county in which the land herein heread is indentifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, of all purposes except the payment of royaltises on production from the pooled unit, as if it were included in this lesse or not. In lieu of the found on the pooled acreage, is the shall be treated as if production is had from this lesse, whether the well or wells be located on the product herein as the amount of his acreage placed in the unit or his royalty sitipulated herein on an acreage basis bears to the total acreage so po

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the iessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

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PROM	Notar ACKNOWLEDGMENT FOR INDIVIDUAL was acknowledged before me this day of and
STATE OF KANSAS COUNTY THIS INSTRUMENT WAS FILED This instrument was filed for record on the — November 2011 AT 8:45 AM AND RECORDED IN BOOK 174 OF RECORDED IN BOOK 174 OF RECORDED AT A CONPORATION (KsOKCONe) EVAN AND RECORDED IN BOOK 174 OF RECORDES AT PAGE 406 FEE \$ 12.00 RECORDES AT PAGE 406 FEE \$ 12.00 BY BY BY BY BY BY BY BY BY	Notary Public
	STATE OF KANSAS Date County This instrument was filed for record on the AND RECORD THIS 9th DAY OF RECORDS AT PAGE AT 67-7 ACKNOWLEDCAMENT FOR CORPORATION (KsONCONE) By RECORD THIS AND RECORD AT 67-7 ACKNOWLEDCAMENT FOR CORPORATION (KsONCONE) By RECORD AT 67-7 ACKNOWLEDCAMENT FOR CORPORATION (KsONCONE) By RECORD AT 67-7 ACKNOWLEDCAMENT FOR CORPORATION (KsONCONE)

(PRODUCER'S SPECIAL) FORM

GAS LEASE OIL AND

Kansas Blue Print 700 S broadway PO Box 793 Wichita KS 57201-0793 316-284-384-2165 fax www.kbp.com · kbp@kbp.com
(E)
Reorder No. 09-115

more), Lessor, in consideration of Oxio & Other valuable constitution

is here acknowledged and of the representation of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose for the respective or the respec described as follows to-wite 2011 caller Les ō one hereinafter called Lessor (whether hereinafter wife, and husband State of Kansas Newcomer, November Ann Georgia Inc. ĕ and 9 Oil Trego Downing-Nelson nto Ö Duane situated in County of address is AGREEMENT, whose mailing betw therein a and ş

acres, more or less, and all 160 and containing 23 ₩ (NW/4) 12 Quarter Township Northwest In Section

as long thereafter (called "primary term"), and said land is pooled. Subject to the provisions herein contained, this lease shall remain in force for a term of _ODG (1)_ years from this date (oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which In consideration of the premises the said lessee covenante and agrees:

st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect walls on said land, the equal one-eighth (%) part of all oil produced leased premises. from the

at the market presence for To pay lesser of whatsoever nature or kind produced and sold, or used off the proceeds received by lesser from such sales), for the gas sold whatsoever nature or kind produced and sold, or used off the proceeds received by lesser from such sales), for the gas sold, used off the premises, or in the market price at the well, (but, as to gas sold by lesser, in no event more than one-eighth (4) of the proceeds received by lesser from such sales), the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessers may be mineral accretionary and gas only is not sold or used, lessers may be maintained during the primary trum hereof without further payment or drilling operators. If the lessers hall or used, lessers that have the right to drill such well to complete with the season and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lessers hall have the right to drill such well to complete within the term of verse final continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

It said lessor owns a less a interest is that the above described land than the entire and undivided fee simple estate therein, then the royalices herein provided for shall be the whole and undivided fee.

Lesses shall be drilled meaner than 200 feet to the house or harn now on said premises, including the right to drill set will be seen. It has been payed by lesser's pipe lines below plow depth.

No well shall be drilled meaner than 200 feet to the house or harn now on said premises, including the right to ward to the lesser and payed and the privilege of assigning in whole or in part, lesser shall by the received any thereof in an expressible and the right to a true operations are all by the received any thereof in the create of all obligations as the accessed and the right to repetite any tinne or assignment or a true copy thereof. In or remained

be terminated, Order, Rule or All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Regulation.

Expension the reby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release is made, as recited herein.

1. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lesso or any portion thereof with other land; lesses or leases in the immediate vicinity, thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the immediate vicinity, thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the immediate vicinity and exceeding 40 acrees each in the event of an oil well, or into a unit or units not exceeding 640 acrees each in the event of an oil well, or into a unit or units not exceeding 640 acrees each in the event of an oil well, or into a unit or units not exceeding 640 acrees each in the event of an oil well, or into a unit or units not exceeding 640 acrees each in the event of an oil well, or into a unit or units not exceeding 640 acrees each in the event of an oil well, or into a unit or units not exceeding 640 acrees each in the event of a gas well. Lessee shall exceed so the county in which the land herein lessee is unit or units not exceeding 640 acrees each in the event of a gas well. Lessee shall be becaused for a truct or unit shall be treated, for all purposes except the payment of propoled unit, as if it is were included in this lesse. It is publicated by the acrees of the pooled acrees of the unit or his royalty

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

and year first above of the day 88 IN WITNESS WHEREOF, the undersigned execute this insti

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KANSAS
OF
STATE OF

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkÇoNe) COUNTY OF Treac The foregoing instrument was acknowled

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November 11/1/2 November 11/1/2 November 1	Proposition Of the Cay of	Juante O. INEWCOMPY	nilabana sa	
Degranamon		7		

and Georgia Ann Newcomer, and wife.

2011

Karen K. Littlechild Hals A KAREN K. LITTLECHILD
My Appt. Expires (007-13 :09 My commission expires COUNTY OF STATE OF

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) The foregoing instrument was acknowledged before me this

day of

My commission expires

Notary Public

STATE OF

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) day of this COUNTY OF The foregoing instrument was acknowledged before me My commission expires

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) COUNTY OF STATE OF

The foregoing instrument was acknowledged before me this My commission expires Notary Public

When recorded, return to Register of Deeds. the records of this office. and no brover rot belft as w transmirated sidT

FROM

OIF AND GAS LEASE

12.00 AM THIS 9th DAY OF November , 2011 AT 8:45
AND RECORDS AT PAGE 408 FEE \$

12.00

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COUNTY

THIS INSTRUMENT FOR RECORD THIS

KANSASection

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EVER M. RUMPEL, REGISTER OF DEEDS
ACKNOWLEDGMENT FOR CORPORATION (KSOKCONE)

foregoing instrument was acknowledged before me this

oration, on behalf of the corporation, ommission expires

Notary Public

For KCC Use ONLY
API # 15

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

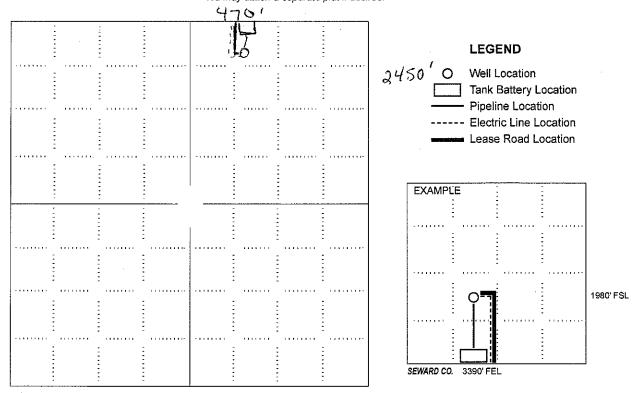
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: Downing Nelson Oil Company Inc.	Location of Well: County: Trego		
Lease: Newcomer Brothers	feet from N / S Line of Section		
Well Number: 1-12	2,450 feet from E / W Line of Section		
Field: Wildcat	Sec. <u>12</u> Twp. <u>12</u> S. R. <u>23</u> E 🔀 W		
Number of Acres attributable to well: 40 QTR/QTR/QTR/QTR of acreage: SW - NW - NW - NE	Is Section: Regular or Irregular		
	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW		

PLAT

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

You may attach a separate plat if desired.



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

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

- 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).
- 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.