



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

KANSAS CORPORATION COMMISSION 1096905
 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

Must be approved by KCC five (5) days prior to commencing well

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date: _____
 month day year

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

CONTRACTOR: License# _____
 Name: _____

<i>Well Drilled For:</i>		<i>Well Class:</i>		<i>Type Equipment:</i>	
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield	<input type="checkbox"/> Mud Rotary	<input type="checkbox"/> Air Rotary	<input type="checkbox"/> Cable
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.	<input type="checkbox"/> Wildcat	<input type="checkbox"/> Other	
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other: _____				
<input type="checkbox"/> If OWWO: old well information as follows:					
Operator: _____					
Well Name: _____					
Original Completion Date: _____ Original Total Depth: _____					

Directional, Deviated or Horizontal wellbore? Yes No
 If Yes, true vertical depth: _____
 Bottom Hole Location: _____
 KCC DKT #: _____

Spot Description: _____
 _____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ E W
 (Q/Q/Q/Q) _____ feet from N / S Line of Section
 _____ feet from E / W Line of Section
 Is SECTION: Regular Irregular?

(Note: Locate well on the Section Plat on reverse side)

County: _____
 Lease Name: _____ Well #: _____
 Field Name: _____
 Is this a Prorated / Spaced Field? Yes No
 Target Formation(s): _____
 Nearest Lease or unit boundary line (in footage): _____
 Ground Surface Elevation: _____ feet MSL
 Water well within one-quarter mile: Yes No
 Public water supply well within one mile: Yes No
 Depth to bottom of fresh water: _____
 Depth to bottom of usable water: _____
 Surface Pipe by Alternate: I II
 Length of Surface Pipe Planned to be set: _____
 Length of Conductor Pipe (if any): _____
 Projected Total Depth: _____
 Formation at Total Depth: _____
 Water Source for Drilling Operations:
 Well Farm Pond Other: _____
 DWR Permit #: _____
(Note: Apply for Permit with DWR)
 Will Cores be taken? Yes No
 If Yes, proposed zone: _____

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

1. Notify the appropriate district office **prior** to spudding of well;
2. A copy of the approved notice of intent to drill **shall be** posted on each drilling rig;
3. The minimum amount of surface pipe as specified below **shall be set** 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 underlying formation.
4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary **prior to plugging**;
5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within **120 DAYS** of spud date.
 Or pursuant to Appendix "B" - Eastern Kansas surface casing order #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 be plugged. **In all cases, NOTIFY district office** prior to any cementing.

Submitted Electronically

<p>For KCC Use ONLY</p> <p>API # 15 - _____</p> <p>Conductor pipe required _____ feet</p> <p>Minimum surface pipe required _____ feet per ALT. <input type="checkbox"/> I <input type="checkbox"/> II</p> <p>Approved by: _____</p> <p>This authorization expires: _____ <i>(This authorization void if drilling not started within 12 months of approval date.)</i></p> <p>Spud date: _____ Agent: _____</p>
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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);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

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

E
 W



1096905

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

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

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

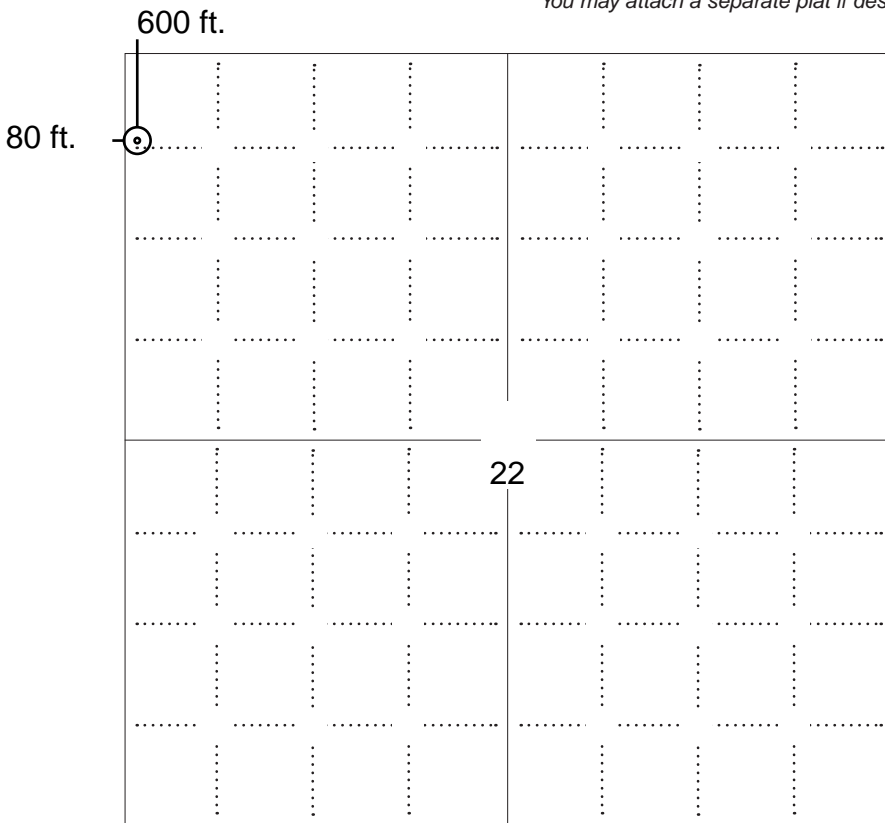
Is Section: Regular or Irregular

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

Section corner used: NE NW SE SW

PLAT

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



LEGEND

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



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

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

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



APPLICATION FOR SURFACE PIT

Submit in Duplicate

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

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

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



CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

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

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

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

Surface Owner Information:

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

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

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

Select one of the following:

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

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

I Submitted Electronically

CHARTER ENERGY, INC.



P.O. BOX 252
GREAT BEND, KS 67530
(620) 793-9090



22-15-17

N

Proposed Tank Battery Site

← Leiker Unit #1

NW

22

W

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OIL AND GAS LEASE

(Form 88 - Producer's Special P.A.D. 11)

AGREEMENT. Made and entered into the 13th day of May, 2010, by and between Gary L. Leiker, a single person, 7277 Tenby Way, Castle Rock, CO 80108, AND Brandon L. Leiker, a single person, 426 280th Avenue, Hays, KS 67601, hereinafter called Lessee
Lessor (whether one or more), AND American Land & Energy, L.L.C., 7277 Tenby Way, Castle Rock, CO 80108, hereinafter called Lessor.

Lessor, in consideration of \$100 Dollar (\$100) in hand paid, receipt of which is hereby acknowledged and of the royalties 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, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, 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 things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and hiring and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of _____, State of Kansas described as follows to-wit:

The Northwest Quarter (NW/4) and the North Half of the Southwest Quarter (N/2 SW/4) of Section Twenty-two (22), Township Fifteen (15) South, Range Seventeen (17) West of the 6th P.M., 11th County, Kansas.

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RS

and containing 2.40 acres, more or less, and all accretions thereto

Subject to the provisions herein contained, this lease shall remain in force for a term of Two (2) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land with which said land is pooled.

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid 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 land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

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.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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 right at any time to redeem for lessor, by payment any mortgages, 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 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 lease or any portion thereof with other land, lease 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 leased premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such 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 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall

FIELD ABSTRACT & TITLE CO.
1201 FORT STREET, P.O. BOX 129
HAYS, KANSAS 67601

BOOK 743 PAGE 494



EXTENSION OF OIL AND GAS LEASE

WHEREAS, **Charter Energy, Inc.** is/are the owner(s) and holder(s) of an oil and gas lease on the following described land in Ellis County, State of Kansas:

The Northwest Quarter (NW/4) and the North Half of the Southwest Quarter (N/2 SW/4) of Section Twenty-two (22), Township Fifteen (15) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas.

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and recorded in Book 743 at Page 494, of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on May 13, 2012 and the said owner(s) and holder(s) desire(s) to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of \$1.00 and other valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of **six (6) months** from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

IN WITNESS WHEREOF, this instrument is signed on this the 10th day of April, 2012.

STATE OF KANSAS }
ELLIS COUNTY }
This instrument was filed for record
3:50 o'clock P.M. recorded in

MAY 08 2012

795 of Records page 862
Rebecca Surges
Fees \$00 Register of Deeds



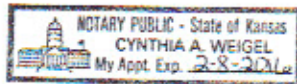
Gary L. Leiker
Gary L. Leiker

Brandon L. Leiker
Brandon L. Leiker

STATE OF KANSAS
COUNTY OF ELLIS, ss.

BE IT REMEMBERED, That on this 10th day of April, 2012, before me, the undersigned, a notary public in and for the County and State aforesaid, came **Gary L. Leiker, a single person**, who is/are personally known to me to be the same person(s) who executed the foregoing deed, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



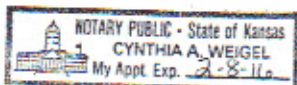
Cynthia A. Weigel
Notary Public

My commission expires: Feb 8, 2016

STATE OF KANSAS
COUNTY OF ELLIS, ss.

BE IT REMEMBERED, That on this 8th day of May, 2012, before me, the undersigned, a notary public in and for the County and State aforesaid, came **Brandon L. Leiker, a single person**, who is/are personally known to me to be the same person(s) who executed the foregoing deed, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Cynthia A. Weigel
Notary Public

My commission expires: Feb 8, 2016

OIL AND GAS LEASE

(Form 88 - Producer's Special PAID UP)

AGREEMENT, Made and entered into the 3rd day of June, 2011, by and between Betty L. Leiker, a single person, 1719 Agnes Drive, Hays, KS 67601; Sharon K. VonLintel and Michael VonLintel, wife and husband, 1498 320th Ave., Victoria, KS 67671; Gary Leiker, a single person, 7277 Tenby Way, Castle Rock, CO 80108; Laren J. Leiker and Susan Leiker, husband and wife, 421 280th Ave., Hays, KS 67601; Paul M. Leiker and Cheryl Leiker, husband and wife, 426 280th Ave., Hays, KS 67601; and Tamara L. Weber and Jason M. Weber, wife and husband, 321 Autumn Blaze Circle, Goddard, KS 67052, hereinafter called Lessor (whether one or more), AND Charter Energy, Inc., P.O. Box 242, Great Bend, KS 67530, hereinafter called Lessee.

Lessor, in consideration of Fifteen Dollars (\$15.00) in hand paid, receipt of which is hereby acknowledged and of the royalties 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, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, 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 things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Ellis, State of Kansas described as follows to-wit:

The Northeast Quarter (NE/4) of Section Twenty-one (21), Township Fifteen (15) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas.

Photo gwl
Drawn [Signature]
In Ditch [Signature]
Numerical [Signature]
Checked [Signature]

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 Two (2) year(s) from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land with which said land is pooled.

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid 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 land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

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.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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 right at any time to redeem for lessor, by payment any mortgages, 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 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.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That **AMERICAN LAND & ENERGY, LLC**, hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **CHARTER ENERGY, INC.** (hereinafter called Assignee), all right, title and interest in and to the oil and gas lease dated May 13, 2010, from Gary L. Leiker, a single person, and Brandon L. Leiker, a single person, lessors to American Land & Energy, LLC, lessee recorded in book 743, page 494 insofar as said lease covers the following described land in Ellis County, State of Kansas:

The Northwest Quarter (NW/4) and the North Half of the Southwest Quarter (N/2 SW/4) of Section Twenty-two (22), Township Fifteen (15) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas.

Photo _____
Disc _____
In Dir _____
Numerical RF
Checked ✓

and containing 240 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

The Assignor herein hereby expressly excepts, reserves and retains title to an undivided .0182291 of 7/8 of all oil, gas and casinghead gas produced, saved and marketed from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

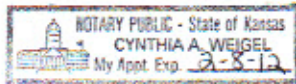
EXECUTED, This 24th day of June, 2011.

Gary L. Leiker
Gary L. Leiker, Sole Member and Organizer
of American Land & Energy, LLC

STATE OF KANSAS
COUNTY OF ELLIS

Before me, the undersigned, a Notary Public, within and for said County and State, on this 24th day of June, 2011, personally appeared **Gary L. Leiker, Sole Member and Organizer of American Land & Energy, LLC**, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they(he)(she) executed the same as their(his)(her) free and voluntary act and deed for the uses and purposes therein set forth.

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



Cynthia A. Weigel
Notary Public

My commission expires: Feb 8, 2012



STATE OF KANSAS }
ELLIS COUNTY }
This instrument was filed for record
4:15 o'clock A M recorded in

JUN 24 2011
772 of Records page 872
Volterra Herge
Fees 2.00 Register of Deeds



No. 8918 P. 2
STA. ELLIS COUNTY }
This instrument was filed for record
10:15 o'clock A.M. recorded in

OCT 24 2012

Amendment to Oil and Gas Lease
Page 1

808 of Record page 932
Rebecca Sursee
Fees 16.00 Register of Deeds

AMENDMENT TO OIL AND GAS LEASE

The undersigned, being the owners of a mineral interest in the oil, gas and other minerals in and under, and that may be produced from the Northeast Quarter (NE/4) of Section Twenty one (21), Township Fifteen (15) South, Range Seventeen (17) West, Ellis County, Kansas, which interest is subject to the terms of the following described Oil and Gas Lease:

Oil and Gas Lease dated June 3, 2011, from Betty L. Leiker et al, Lessors, to Charter Energy Inc., Lessee, recorded in Book 773, Page 944, Register of Deeds office, Ellis County, Kansas.

Lessors hereby agree to amend this Lease as follows:

note CA
Direct CA
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The Lessee, under said Lease, and its successors and assigns, is hereby given the right and power to pool, unitize and/or consolidate the Oil and Gas Lease to form an oil unit not to exceed 40 contiguous acres. The entire acreage as pooled into a tract or unit shall be treated, for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in the leases covering the interest of the undersigned. If production is found on the pooled acreage it shall be treated as if production is had from the Leases covering the interest of the undersigned. In lieu of the royalties otherwise specified in said Leases, the undersigned shall receive on production from a unit so pooled, only such portion of the royalty stipulated in said Leases as the amount of interest of the undersigned placed into said unit bears to the total acreage so pooled or unitized in the particular unitization.

In the event the terms hereof conflict with the terms of any Lease covering the interest of the undersigned in the above lands, the terms of this Amendment shall control. This amendment may be executed in multiple counter parts each so executed an original for all purposes.

Executed this 18th day of October 2012.

Betty L. Leiker
BETTY L. LEIKER

Gary Leiker
GARY LEIKER

Sharon K. VonLintel
SHARON K. VON LINTEL

Michael VonLintel
MICHAEL VON LINTEL

Paul M. Leiker
PAUL M. LEIKER

Cheryl Leiker
CHERYL LEIKER

Tamera L. Weber
TAMERA L. WEBER

Jason M. Weber
JASON M. WEBER

Laren J. Leiker
LAREN J. LEIKER

Susan Leiker
SUSAN LEIKER

14353A

BOOK 808 PAGE 932

Field Ab.

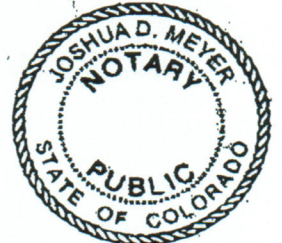
Amendment to Oil and Gas Lease
Page 2

STATE OF Colorado)
COUNTY OF Adams) ss:

The foregoing instrument was executed this 18th day of October, 2012, by Gary Leiker, a single person.

2-12-13
MY COMMISSION EXPIRES

Joshua D. Meyer
NOTARY PUBLIC



My Commission Expires
FEBRUARY 12, 2013

STATE OF KANSAS)
COUNTY OF ELLIS) ss:
Sedgwick)

The foregoing instrument was executed this 1st day of October, 2012, by Betty Leiker, a single person.

4-16-15
MY COMMISSION EXPIRES

Annalisa Lux
NOTARY PUBLIC

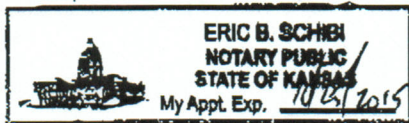


STATE OF KANSAS)
COUNTY OF ELLIS) ss:

The foregoing instrument was executed this 24th day of October, 2012, by Sharon K. Von Lintel and Michael Von Lintel, wife and husband.

OCTOBER 25 2015
MY COMMISSION EXPIRES

Eric B. Schieb
NOTARY PUBLIC



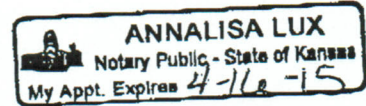
Amendment to Oil and Gas Lease
Page 3

STATE OF KANSAS)
) ss:
COUNTY OF ELLIS)
 Sedgwick)

The foregoing instrument was executed this 19th day of October, 2012, by Tamera L. Weber and Jason M. Weber, wife and husband.

4-16-15
MY COMMISSION EXPIRES

Annalisa Lux
NOTARY PUBLIC

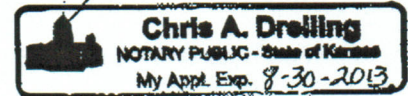


STATE OF KANSAS)
) ss:
COUNTY OF ELLIS)

The foregoing instrument was executed this 22ND day of October, 2012, by Laren J. Leiker and Susan Leiker, husband and wife.

8-30-2013
MY COMMISSION EXPIRES

Chris A. Drelling
NOTARY PUBLIC



STATE OF KANSAS)
) ss:
COUNTY OF ELLIS)

The foregoing instrument was executed this 23 day of October, 2012, by Paul M. Leiker and Cheryl Leiker, husband and wife.

6-17-2015
MY COMMISSION EXPIRES

William M. Wasinger
NOTARY PUBLIC

