

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

1111777

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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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:	
Nell Number:	feet from E / W Line of Section
Field:	SecTwp S. R
Number of Acres attributable to well:	15 Section. Negulai of Integulai
	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW
Show location of the well. Show footage to the ne	PLAT earest 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). ach a separate plat if desired. 160 ft.
: : : :	∷ : ⊙— 335 ft.
	LEGEND
	Tank Battery Location
	Electric Line Location
	Lease Road Location
	EXAMPLE : :
<u> </u>	
8	
	`
	1980' FSL
	SEWARD CO. 3390' FEL

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

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name:			License Number:
Operator Address:			
Contact Person:			Phone Number:
Lease Name & Well No.:			Pit Location (QQQQ):
Type of Pit: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit is: Proposed If Existing, date coll Pit capacity:	Existing nstructed: (bbls)	SecTwpR East WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)
Is the bottom below ground level?	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ner		dures for periodic maintenance and determining any special monitoring.
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. nation:
feet Depth of water well	feet	measured	well owner electric log 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 s flow into the pit? Yes No Submitted Electronically		Type of materia Number of wor Abandonment	over and Haul-Off Pits ONLY: all utilized in drilling/workover: king pits to be utilized: procedure: de closed within 365 days of spud date.
	KCC	OFFICE USE O	NLY
Date Received: Permit Num	ber:	Perm	Liner Steel Pit RFAC RFAS t Date: Lease Inspection: Yes No



1111777

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	

For KCC Use ONLY	·.
API # 15	

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

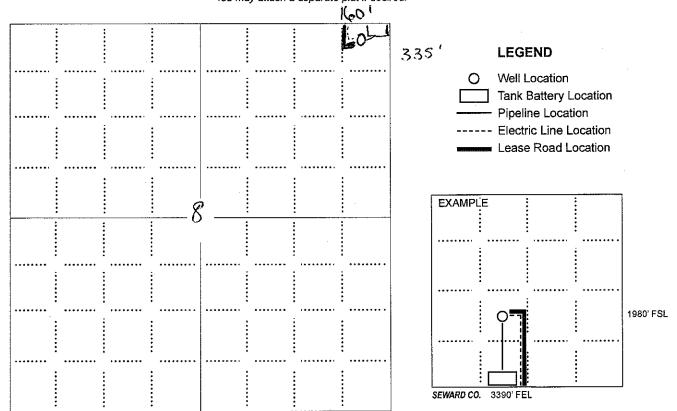
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: Downing Nelson Oil Company Inc.	Location of Well: County: Rush
Lease: R Berens Unit	feet from X N / S Line of Section
Well Number: 1-8	
Field: Widlcat	Sec. 8 Twp. 16 S. R. 17 E 🔀 W
Number of Acres attributable to well: 40 QTR/QTR/QTR/QTR of acreage: NE - NW - NW - NW	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:

- 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.

0520

OIL AND GAS LEASE

AGREEMENT, Made and entered into the	nd entered into the	day of	November	2011,
by and between Ronald	Ronald J. Berens and Lorita P. Berens, husband and wife	rens, husband and wife		
whose mailing address is	2818 25 th Street, Grea	Great Bend, KS 67530		hereinaster called Lessor
(whether one or more) and _	on Oil	pany, Inc., PO Box	Hays, KS 67601	hereinaster called Lessee:
Lessor, in consideration of paid, receipt of which is here ac lets exclusively unto lessee for producing oil, liquid hydrocarb pipe lines, storing oil, building process, store and transport sa housing and otherwise caring the county of RUSH	of One or More acknowledged and of the royaltie for the purpose of investigating, arbons, all gases, and their respect arbons, all gases, and their respect arbons, telephones, telephones, telephones, and their respect arbons, all gases, and their respect arbons, telephones, telephones, telephones, and their respectively. State of	iss herein provided and of the exploring by geophysical an citive constituent products, inj ne lines, and other structures a green and their respective congrees and their respective congrees.	agreements of the lessee hereid dother means, prospecting, decting gas, water, other fluids, and things thereon to produce, istituent products and other put any reversionary rights and a described	Dollars (\$1.00 and More) in hand paid, receipt of which is here 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 satisfactors, the following described land, together with any reversionary rights and after acquired interest, therein situated in Country of RUSH. State of RUSH.
	The North	The Northeast Quarter (NE/4)		
In Section 8 accretions thereto.	Township1	16, Range17	and containing 1	60 acres, more or less, and all
Subject to the provisions and as long thereafter as oil, if	Subject to the provisions herein contained, this lease shall remain in force for a term of <u>five</u> (as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any	emain in force for a term of \underline{f} , spective constituent products, or	5) years of them, is produced from	from this date (called "primary term") said land or land with which said land is
Ist. To deliver to the cream saved from the leased pre 2nd. To pay lessor for geighth (1/8), at the market print the gas sold, used off the presold or used, lessee may pay considered that gas is being proposed.	consideration of the premises the said lessee covenants and agrees: t. 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 red from the leased premises. d. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of kind produced and sold, or used off the premises, or used in the proceeds sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gaused, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if sured that gas is being produced within the meaning of the preceding paragraph.	nd agrees: ne line to which lessee may conroduced and sold, or used off the y lessee, in no event more than ducts therefrom, said payments 1.00) per year per net mineral a preceding paragraph.	ect wells on said land, the equal premises, or used in the manu one-eighth (1/8) of the proceeds to be made monthly. Where gare retained hereunder, and if su	Ist. 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 lst. 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 maint term of this lease or any exte either of them, be found in pomentioned.	ained during the primary term here insion thereof, the lessee shall have ying quantities, this lease shall co	of without further payment or determine the right to drill such well to ntinue and be in force with like	rilling operations. If the lessee s completion with reasonable diliperations is such well had been effect as if such well had been	hall commence to drill a well within the gence and dispatch, and if oil or gas, or completed within the term of years first
paid to said lessor owns a less paid to said lessor only in the Lessee shall have the rig When requested by lesso No well shall be drilled I Lessee shall pay for dam Lessee shall have the rig If the estate of either pay	interest in the above described ran proportion which lessor's interest that to use, free of cost, gas, oil and v r, lessee shall bury lessee's pipe life searer than 200 feet to the house or ages caused by lessee's operations ful at any time to remove all maching the hereto is assigned, and the privil	we that the child and undivided bears to the whole and undivided water produced on said land for res below plow depth. barn now on said premises with to growing crops on said land, lery and fixtures placed on said lege of assigning in whole or in	lessee's operation thereon, exceptout written consent of lessor. premises, including the right to consent is expressly allowed, the consent is expressly allowed.	paid to said lessor owns a less interest in the above cereative and that the entire and undivided fee. paid to 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 the heirs.
Lessee may at any time thereby surrender this lease as All express or implied terminated, in whole or in pa	execute and deliver to lessor or plant to such portion or portions and be ovenants of this lease shall be subort, nor lessee held liable in damage	ace of record a release or releas relieved of all obligations as to ject to all Federal and State Le ss, for failure to comply therew	es covering any portion or portion the acreage surrendered. itws, Executive Orders, Rules or ith, if compliance is prevented by	ons of the above described premises and Regulations, and this lease shall not be by, or if such failure is the result of, any
Lessor hereby warrants by payment any mortgages, thereof, and undersigned less described herein, and the sound of the soun	and agrees to defend the title to the title so the title so of the above decays or other liens on the above decays, for themselves and their heirs, and higher tower and nonestead in the title so the t	e lands herein described, and ag scribed lands, in the event of de successors and assigns, hereby may in any way affect the purpo	rees that the lessee shall have the fault of payment by lessor, and surrender and release all right asses for which this lease is made,	e right at any time to redeem for lessor, be subrogated to the rights of the holder of dower and homestead in the premises as recited herein.
Lessee at the continue the immediate vicinity, the promote the construction of a and to be into a unit to make the property of	nereby given the right and powel to ecol, when in lessee's judgment it in it, gas, or, other in lessee's judgment in in it, gas, or, other minerals in and an analytic ecologists and an ecocation is a war expected in the conference so pooled into a tract or expected to get a pooled into a tract or expected in the season of the edse. If production is found on the edse. If production is found on the edse in the edse or pooled into a tract or pooled in the edse. If production is found on the edse in the edse or pooled in the edse.	by pool or combine the acreage of is necessary or advisable to do der and that may be produced from event of an oil well, or into cords of the county in which the unit shall be treated, for all purple pooled acreage, it shall be tree the royalties elsewhere herein acreage placed in the unit or his acreage placed in the unit or his	overed by this lease or any portion so in order to properly develop so in order to properly develop own said premises, such pooling 64 a unit or units not exceeding 64 to land herein leased is situated a cland herein leased is situated a coses except the payment of royal ated as if production is had from specified, Lessor shall receive our solution is not at a constant of the con	Lessee Mits option, is hereby given the rightiand 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 where 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 consequence 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 the consequence of the contiguous to one another and to be the contiguous to the contiguous to one another and to be the contiguous to the contiguous to one another and to be the contiguous to one another and to be the contiguous to the contiguous to one another and to contiguous the contiguous to one another and the contiguous to one another and to contiguous to the contiguous to one another and to contiguous to the contiguous to one another and to contiguous the contiguous to the contiguous the contiguous to the contig
This Lease is for a term cextend the term of this le If the Lessor does not spe Lessor's last known addr be deemed to be made by the Lessor.	If Five (5) years with the first ase for an additional two (2) yeify a depository for the payness or such other address as Lessee to Lessor on the date	OPTION three (3) being paid-up at terears by payment of the delinent of the delay rentals the designate to Les that such payment is deposit	he time of granting the Leas ay rental at \$10.00 per net n Lessee may tender to Less see, in writing. Payment of ited in the United States Ma	OPTION This Lease is for a term of Five (5) years with the first three (3) being paid-up at the time of granting the Lease. The Lessee may, at its option, extend the term of this lease for an additional two (2) years by payment of the delay rental at \$10.00 per net mineral acre of the Lease per year. If the Lessor does not specify a depository for the payment of the delay rentals the Lessee may tender to Lessor such delay rental payments at Lessor's last known address or such other address as Lessor may designate to Lessee, in writing. Payment of such delay rental payments shall be deemed to be made by Lessee to Lessor on the date that such payment is deposited in the United States Mail by certified mail from Lessee to the Lessor.
Lessor does hereby agree on the above described re above described real esta	ADDENDUM Lessor does hereby agree that they have no prior knowledge or have not received compensation for any 3-D s on the above described real estate under this lease. If it is determined, that Lessor has received compensation above described real estate, all lease money paid to the Lessor under this lease shall be paid back to the Lesse	ADDENDUM ledge or have not received t is determined, that Lessor Lessor under this lease sha	compensation for any 3-D s has received compensation the Lesseull be paid back to the Lesseull	eismic work for drilling purposes for any 3-D seismic work on the e within 30 days of notice.
IN WITNESS WHEREOF	EOF, the undersigned execute this instrument as	e this instrument as of the day and	lay and year first above writt	en.
Ronald J. Berens	B euro	Lorita P. Berens	Berens 77 H	

Notary Public	ty commission expires:
a	f poration, on behalf of the corporation.
re me this day of 20	he foregoing instrument was acknowledged before me this
NOWLEDGMENT FOR CORPORATION (KsOkCoNe)	TATE OF)ss. OUNTY OF)
REGISTER OF DEEDS ANDEXED G # 12 f6 # 12 f6	
AHICFIOFILMED STATE OF KANSAS, RUSH COUNTY S.S. THIS INSTRUMENT WAS FILED FOR RECORD ON THE DAY OF NOV A.D. 20 1 AT 1. 40 O'CLOCK M. AND DULY RECORDED IN BOOK 29 OF NOS A.D. AT PAGE 220 NOS A.D.	
Notary Public	y commission expires:
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)	ATE OF) JUNTY OF) ss. DUNTY OF) re foregoing instrument was acknowledged before me this
Notary Public	commission expires:
aay oī	e foregoing instrument was acknowledged before me this
ACKNOWLEI	ATE OF) ss.
MY Appl. Expires - O KANSAS	
BONJAK KHOPON Novembrie Rublic	commission expires: [-]2-]4
rita P. Berens, husband and wife	foregoing instrument was acknowledged before me this Ronald J. Berens and Lo
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOKCONO)	UNITY OF COUNTRY OF COUNTY OF COUNTRY OF COU

Gretta-Kush

OIL AND GAS LEASE

AGREEMENT, Made and entered into the	2011,
y and between Glen Burgardt (undivided 1/4 th share)	
hose mailing address is 3769 S. 196 th Ave., Omaha, NE 68130 hereinafter called Lessor	essor
er one or more) andDowning-Nelson Oil Company, Inc., PO Box 372, Hays, KS 67601	_essee:
on of One Dollar and other valuable consideration Dollars (\$1.00 & h is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, here unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and id hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurt oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products mad dotherwise caring for its employees, the following described hand, together with any reversionary rights and after acquire of RUSH.	o.v.c.) in o.v.c.) in by grants by grants l operating face strata e of, treat nufactured interest
South Half of the Southeast Quarter (S/2 SE/4)	
section 4 Township 16 Range 17 and containing 80 acres, more or less, and all ccretions thereto.	ınd all
Subject to the provisions herein contained, this lease shall remain in force for a term of <u>five (5)</u> years from this date (called "primary term" as long thereafter 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 in colled.	term" d land i
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 produces nd 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 1/2 ighth (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 1/2 is 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 no old 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	roduceem, one les), fo
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 run 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, 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 tended.	ithin the r gas, o ears firs
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 aid to 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 the heirs xecutors, 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 on the lessee that the descent of the land or assignment of the land or assigns this lease, in whole or in part, lessee shall be relieved on the lessee that the descent of the land or assigns this lease, in whole or in part, lessee shall be relieved on the lessee that the descent of the land or assigns this lease, in whole or in part, lessee shall be relieved on the lessee that the descent of the land or assigns this lease, in whole or in part, lessee shall be relieved on the lessee that the descent of the land or assigns this lease, in whole or in part, lessee shall be relieved on the lessee that the descent of the land or assigns this	shall bor. r. re heirs till afte ieved o
above described premisons, and this lease shall the result is the result of failure is the result in	ll not b
any time to redeem for ated to the rights of the and homestead in the pu herein. with other land, lease of the said lease premises s	or lesson e holde premise or lease so as t
romote the conservation of this, gas or other minerals, and which and to be into a unit or units not exceeding 800 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 assee 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 describin at 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 units if it were included in this lease. If production is that on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be cated on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only uch portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage cooled in the particular unit involved	gas well gas well scribin led unif wells b wells only reage s
This Lease is for a term of Five (5) years with the first three (3) being paid-up at the time of granting the Lease. The Lessee may, at its option, extend the term of this lease for an additional two (2) years by payment of the delay rental at \$5.00 per net mineral acre of the Lease. If the Lessor does not specify a depository for the payment of the delay rentals the Lessee may tender to Lessor such delay rental payments at Lessor's last known address or such other address as Lessor may designate to Lessee, in writing. Payment of such delay rental payments shall be deemed to be made by Lessee to Lessor on the date that such payment is deposited in the United States Mail by certified mail from Lessee to	ption, he shall ssee t
ADDENDUM ADDEND	rposes on the
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.	

Glen Burgardt

a	orporation, on behalf of the corporation. dy commission expires:
e this, 20, 20,	The foregoing instrument was acknowledged before me this
ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)	STATE OF) ss.
# 244 N A A A A A A A A A A A A A A A A A A	
THIS INSTRUMENT WAS FILED FOR RECORD ON THE DAY OF A.D. A.D. O'CLOCK P.M., AND DULY RECORDED IN BOOK 158 OF 1185. AT PAGE 8 2 AEGISTER OF DEEDS	
MICROFILMED	
Notary Public	-
11	v commission expires:
this day of, 20,	OUNTY OF
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)	[ATE OF)
Notary Public	y commission expires:
	e foregoing instrument was acknowledged belove inc initial
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) this day of 20	ATE OF
GENIERAL NOTARY - State of Nebraska HEATHER REGNER My Comm. Exp. Jan. 25, 2014	
A Cahas Rogary Public	commission expires: DM QD, DD14
	foregoing instrument was acknowledged before me this Glen Burgardt
T FOR INDIVIDUAL (KsOkCoNe)	UNITY OF JOUGIGES

OIL AND GAS LEASE

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.	ADDENDUM Lessor does hereby agree that they have no prior knowledge or have not received compensation for any 3-D seismic work for drilling purposes on the above described real estate under this lease. If it is determined, that Lessor has received compensation for any 3-D seismic work on the above described real estate, all lease money paid to the Lessor under this lease shall be paid back to the Lessee within 30 days of notice.	OPTION This Lease is for a term of Five (5) years with the first three (3) being paid-up at the time of granting the Lease. The Lessee may, at its option, extend the term of this lease for an additional two (2) years by payment of the delay rental at \$5.00 per net mineral acre of the Lease. If the Lessor does not specify a depository for the payment of the delay rentals the Lessee may tender to Lessor such delay rental payments at Lessor's last known address or such other address as Lessor may designate to Lessee, in writing. Payment of such delay rental payments shall be deemed to be made by Lessee to Lessor on the date that such payment is deposited in the United States Mail by certified mail from Lessee to	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 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 farm paying 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 farm paying lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises of the immediate vicinity thereof, when the paying lessor is judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises on as to promote the lookselvation of the rought gas or other integrals 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 to unit; not execute in writing and record in the consequence 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 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the consequence of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled unit, as if it were included in the production of the royalty such production from the pooled unit, as if it were included the production of the royalty such production from a unit so pooled unit, as if it were included in the production from a unit so pooled only such production from a unit so pooled only such paying the pooled acreage, it sha	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 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 relieve 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 overing any portion or portions of the above described premises 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 terminated, in whole or in part, nor lessee sheld liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of such Law, Order, Rule or Regulation.	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 she paid to 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.	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 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.	Subject to the provisions herein contained, this lease shall remain in force for a term of <u>five (5)</u> 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 or land with which said land is produced.	South Half of the Southeast Quarter (S/2 SE/4) In Section4	Lessor, in consideration of One Dollar and other valuable consideration Dollars (\$1.00 & o.v.c.) in hand paid, receipt of which is here 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 RUSH RUSH One Dollar and other by geophysical and of the agreements of the lessee herein contained, hereby grants, lease herein contained, hereby grants, and other means, prospecting, drilling, mining and operating and operating and operating and other means, prospecting, drilling, mining and operating the specting of the respective constituent products, and air into subsurface strata, laying pipe lines, storing 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 and other means, products and other products and other products are driven and other products and other strata, laying pipe lesses, and their respective constituent pr	(whether one or more) andDowning-Nelson Oil Company, Inc., PO Box 372, Hays, KS 67601, hereinafter called Lessee:	whose mailing address is 5966 Rosewood Dr., Great Bend, KS 67530 hereinafter called Lessor	by and between Duane Burgardt (undivided 1/4 th share)	AGREEMENT, Made and entered into the day of January 2011,
---	---	--	--	--	--	--	--	---	---	---	--	---	---

August Bu Duane Burgardt

Notary Public	y commission expires:
	rporation, on behalf of the corporation.
	ne foregoing instrument was acknowledged before me this.
ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe))ss. ACKP
# 178	
REGIST	
SCROPI MED	
Notary Public	y commission expires:
day of	OUNTY OF
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)	ATE OF)
Notary Public	commission expires:
	e foregoing instrument was acknowledged before me this
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)	ATE OF
NOTARY PUBLIC - State of Kansas CONNIE LICHTER My Appt. Exp. 4 - 1 4 - 11	
Connie Hiller Notary Public	commission expires: +- 14-11
	Duane Burgardt
31 day of Jan, 2011.	instn
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)	UNITY OF Barton)ss. AC

Kus h

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 30 day of January	2011,
(undivided 1/4 th	
vhose mailing address is 5973 Rosewood Dr., Great Bend, KS 67530 hereinafter c	hereinafter called Lessor
and Downing-Nelson Oil Company, Inc., PO Box 372, Hays, KS 67601	, hereinafter called Lessee:
Lessor, in consideration of One Dollar and other valuable consideration Dollars (\$1.00 & o.v.c.) in land paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, eases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating or and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, aying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, nanufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured hereifom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after acquired interest, herein situated in County of RUSH State of KANSAS ROSAS ROSAS Dollars (\$1.00 & o.v.c.) in and provided and of the elessee herein contained, hereby grants, and other means, prospecting, drilling, mining and operating and operating and operating and operating and operating and other means, prospecting, and other means, provided and other mea	1.00 & o.v.c.) in ned, hereby grants, ining and operating to subsurface strata, take care of, treat, ducts manufactured er acquired interest,
n Section4, Township16, Range17, and containing80acres, more or ccretions thereto.	acres, more or less, and all
Subject to the provisions herein contained, this lease shall remain in force for a term of <u>five (5)</u> years from this date (called "primary term") nd as long thereafter 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 sooled. In consideration of the premises the said lessee covenants and agrees:	"primary term") hich said land is
Ist. 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 nd 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-ighth (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 he 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 old 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	fall oil produced therefrom, one- such sales), for g gas only is not made it will be
Onsidered that gas is being produced within the meaning of the preceding paragraph. This lease maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the crim 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 newforce.	a well within the if oil or gas, or rm of years first
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 aid to 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 the heirs,	ided for shall be of lessor.
he 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 hereby 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 erminated, 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	all be relieved of sed premises and ease shall not be he result of, any
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, yearnest 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 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 hereof, and undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises lescribed herein, in softants, said right of dower anythomestead may in any way affect the purposes for which this lease is made, as recited herein. Lessee, letter 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 to the immediate vicinity thereof, when in lessee's indement it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to	deem for lessor, this of the holder in the premises d, lease or leases or semises so as to
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. essee 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, 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 ocated on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only uch portion of the royalty-stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so	g and describing the pooled unit, well or wells be it so pooled only total acreage so
OPTION [This Lease is for a term of Five (5) years with the first three (3) being paid-up at the time of granting the Lease. The Lessee may, at its option, extend the term of this lease for an additional two (2) years by payment of the delay rental at \$5.00 per net mineral acre of the Lease. If the Lessor does not specify a depository for the payment of the delay rentals the Lessee may tender to Lessor such delay rental payments at Lessor's last known address or such other address as Lessor may designate to Lessee, in writing. Payment of such delay rental payments shall be deemed to be made by Lessee to Lessor on the date that such payment is deposited in the United States Mail by certified mail from Lessee to the Lessor.	at its option, ase. If the ants at lyments shall from Lessee to
ADDENDUM ABDENDUM ABDENDUM ABDENDUM ABDENDUM ABDENDUM ABOENDUM ABOEND	ling purposes work on the notice.

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

mesth

31-2011

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e me this day of, 20,	he foregoing instrument was acknowledged before me this y
ORPORATION (KsOkCoNe)	OUNTY OF)ss.
# 177 N W WILLIAM WILL	TATE OF
F 500	
MICHOFILMED STATE OF KANSAS, RUSH COUNTY, S.S. THIS INSTRUMENT WAS FILED EOR RECORD ON THE DAY OF AD.	
Motor Public	y commission expires:
e me this day of, 20,	ne foregoing instrument was acknowledged before me this
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)	CATE OF) SUNTY OF)
Notary Public	y commission expires:
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) me this day of, 20, 20)ss. DUNTY OF
Motary Public - State of Kane	commission expires: 1112113
me this 3 day of \bigcirc \bigcirc \bigcirc \bigcirc 20 \bigcirc 1.	e foregoing instrument was acknowledged before me this Gay Lon Werth
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)	UNITY OF Barban)ss.
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Klush

0985

OIL AND GAS LEASE

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.	ADDENDUM Lessor does hereby agree that they have no prior knowledge or have not received compensation for any 3-D seismic work for drilling purposes on the above described real estate under this lease. If it is determined, that Lessor has received compensation for any 3-D seismic work on the above described real estate, all lease money paid to the Lessor under this lease shall be paid back to the Lessee within 30 days of notice.	OPTION This Lease is for a term of Five (5) years with the first three (3) being paid-up at the time of granting the Lease. The Lessee may, at its option, extend the term of this lease for an additional two (2) years by payment of the delay rental at \$5.00 per net mineral acre of the Lease. If the Lessor does not specify a depository for the payment of the delay rentals the Lessee may tender to Lessor such delay rental payments at Lessor's last known address or such other address as Lessor may designate to Lessee, in writing. Payment of such delay rental payments shall be deemed to be made by Lessee to Lessor on the date that such payment is deposited in the United States Mail by certified mail from Lessee to the Lessor.	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 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 it option, it hereof, when it 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 construction in the configuration 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; units not exceeding the conveyance records of the event of an oil well, or into a unit on units not exceeding 40 acres each in the event of a gas well. Lessee shall exceed 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. If production is found on the pooled acreage, it shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were considered in the conveyance production from the pooled unit, as if it were considered in the converse do to the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled unit, as if it were considered to the payment of the royalties of the county in which the land herein lease, whether well or wells be located on the premises covered by the lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such payment of the county in th	Lessee shall have the right to use, free of cost, gas, oil and water produced on suid 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 louse 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 the 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 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 release or release, in whole or in part, lessee shall be relieved of all obligations as to the acreage surrendered. All express or inplied 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, Rules or Regulation.	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 read to said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.	and saved from the leased premises. In the pipe line to which lessed may connect wells on said land, the equal one-eighth (1/8) part of all on produced and saved from the leased premises. And. 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.	ject to the provisions herein contained, this lease shall remain in force for a term of <u>five (5)</u> years fing thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from sonsideration of the premises the said lessee covenants and agrees: To deliver to the gradit of lesser from the price line to which lessee may connect wells on said land, the course	16 Range 17 , a	Lessor, in consideration of One Dollar and other valuable consideration hand paid, receipt of which is here acknowledged and of the royalities 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 RUSH South Half of the Southeast Ouarter (S/2 SE/4)	(whether one or more) and Downing-Nelson Oil Company, Inc., PO Box 372, Hays, KS 67601, hereinafter called Lessee.	whose mailing address is 3509 Fairway, Hays, KS 67601 hereinafter called Lessor	by and between	AGREEMENT, Made and
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Gorden Burgard

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	rporation, on behalf of the corporation.
20	ne foregoing instrument was acknowledged before me thisday of
)ss. ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
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