



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

KANSAS CORPORATION COMMISSION 1136730  
 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

Spot Description: \_\_\_\_\_

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

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-  
(Q/Q/Q/Q) Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W  
 \_\_\_\_\_ 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)

CONTRACTOR: License# \_\_\_\_\_  
 Name: \_\_\_\_\_

County: \_\_\_\_\_  
 Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

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

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: \_\_\_\_\_

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

**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><b>For KCC Use ONLY</b></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><b>This authorization expires:</b> _____  <small>(This authorization void if drilling not started within 12 months of approval date.)</small></p> <p>Spud date: _____ Agent: _____</p>
--

**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: \_\_\_\_\_

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

E  
W

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

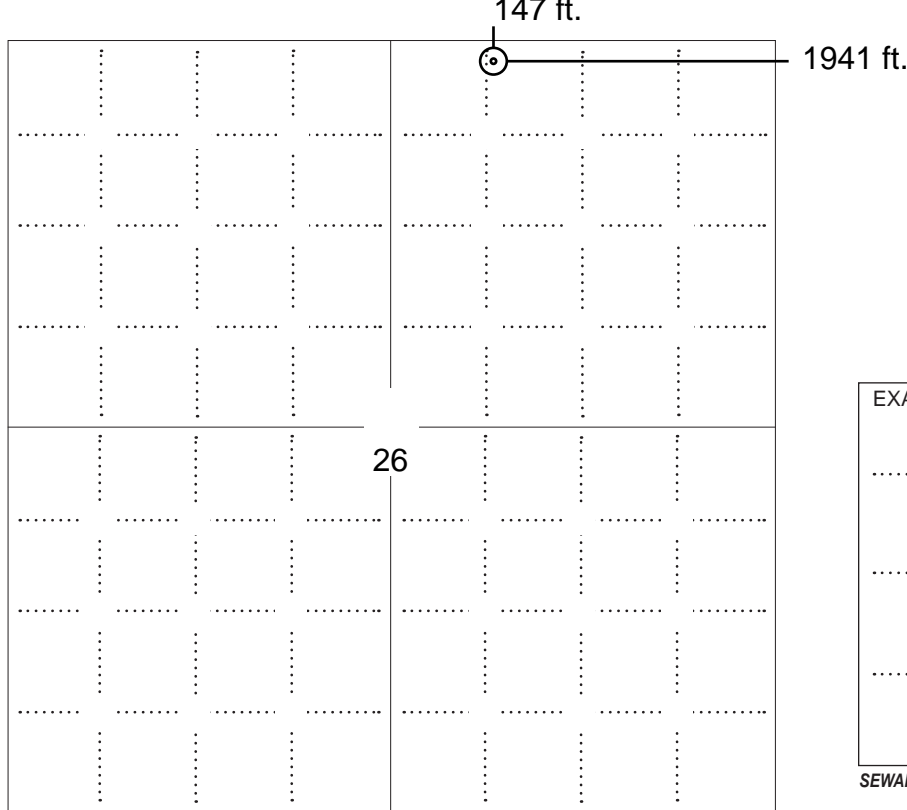
**If Section is Irregular, locate well from nearest corner boundary.**

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	
<b>Emergency, Settling and Burn Pits ONLY:</b> 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		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> 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.	
Submitted Electronically			

**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.*

Submitted Electronically



**Pro-Stake LLC**  
 Oil Field & Construction Site Staking  
 P.O. Box 2324  
 Garden City, Kansas 67846  
 Office/Fax: (620) 276-6159  
 Cell: (620) 272-1499



**272724bar**  
 PLAT NO.

**10820**  
 INVOICE NO.

**Berexco, LLC**

OPERATOR

**SB Unit #1**

LEASE NAME

**Ford County, KS**

COUNTY

**26 27s 24w**  
 Sec. Twp. Rng.

**147' FNL - 1941' FEL**

LOCATION SPOT

SCALE: **1" = 1000'**

DATE: **April 9<sup>th</sup>, 2013**

MEASURED BY: **Ben R.**

DRAWN BY: **Drew H.**

AUTHORIZED BY: **Evan M. & Dana W.**

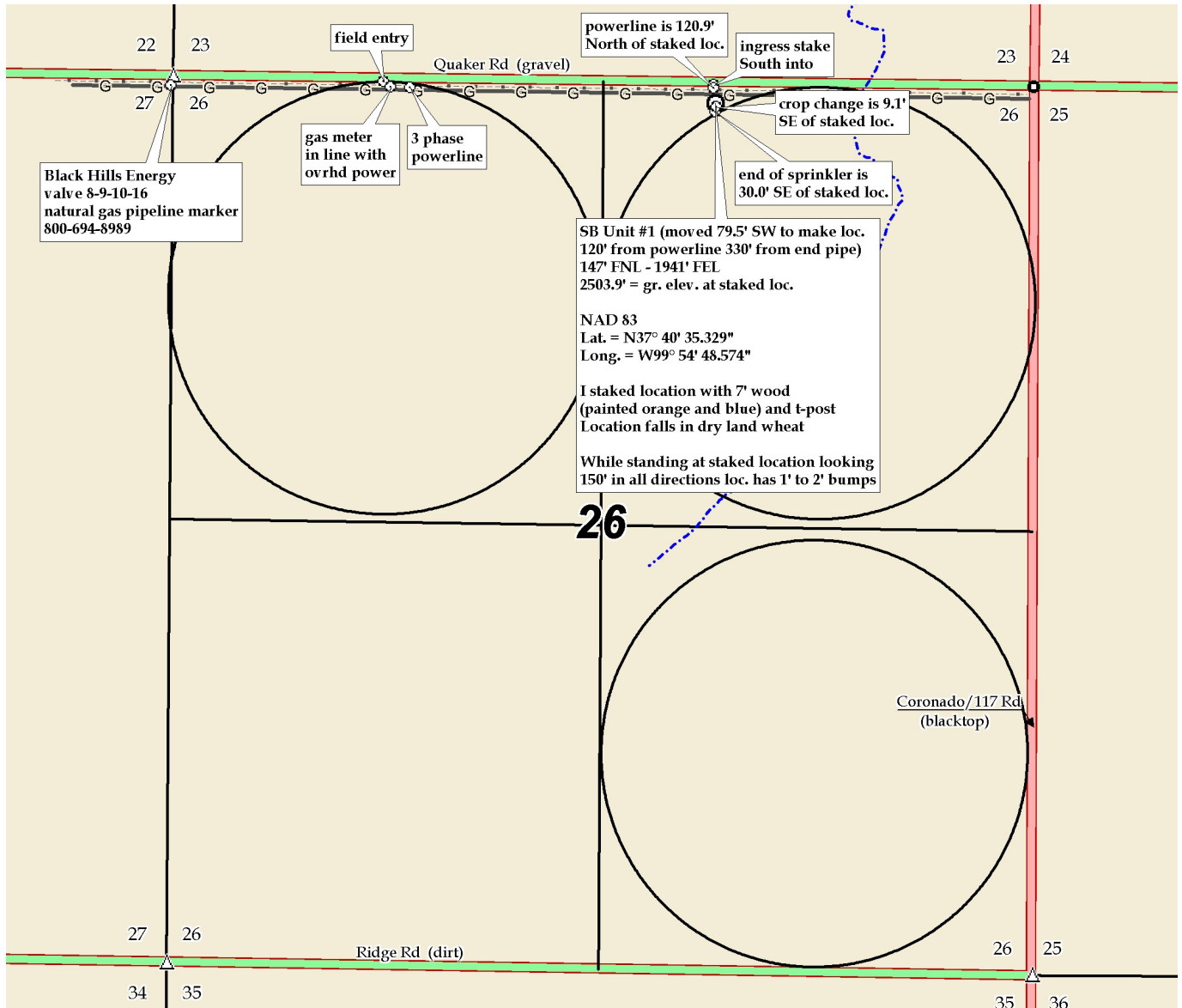


GR. ELEVATION: **2503.9'**

**Directions:** From the NE corner of Fort Dodge, Ks at the intersection of Hwy 400 & 116 Spur North & Sheridan South - Now go 1.7 mile SE on Hwy 400 - Now go 3.1 mile South on Coronado/117 Rd to the NE corner of section 26-27s-24w - Now go 0.3 mile West on Quaker Rd to ingress staked South into - Now go 147' South through wheat into staked location.

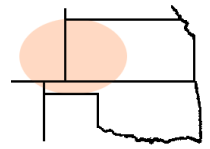
**Final ingress must be verified with land owner or Operator.**

***This drawing does not constitute a monumented survey or a land survey plat.***  
***This drawing is for construction purposes only.***





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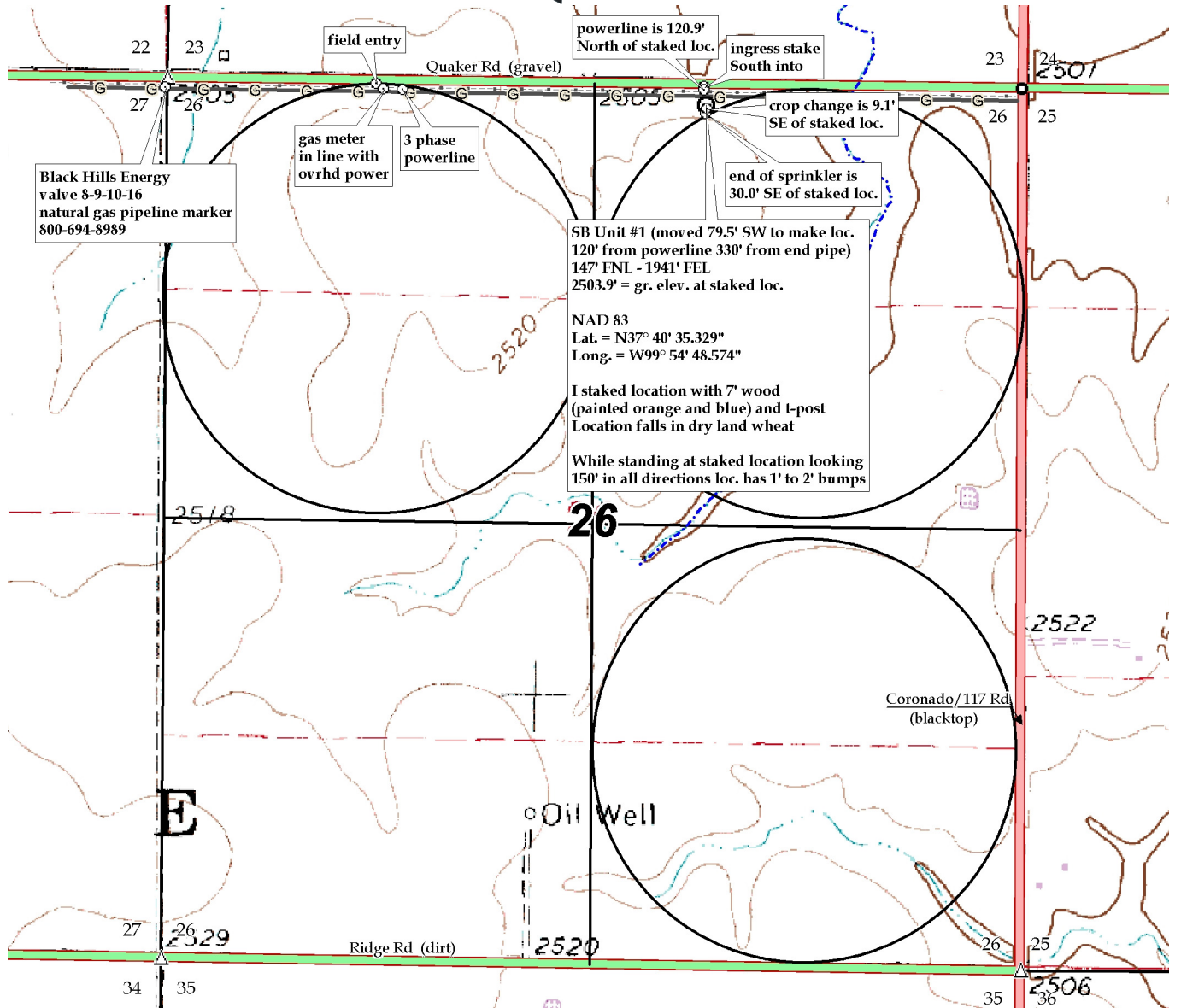


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*Oil Field & Construction Site Staking*  
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COUNTY

**26**

Sec.

**27s**

Twp.

**24w**

Rng.

**SB Unit #1**

LEASE NAME

**147' FNL - 1941' FEL**

LOCATION SPOT

SCALE: N/A

DATE: April 9<sup>th</sup>, 2013

MEASURED BY: Ben R.

DRAWN BY: Drew H.

AUTHORIZED BY: Evan M. & Dana W.

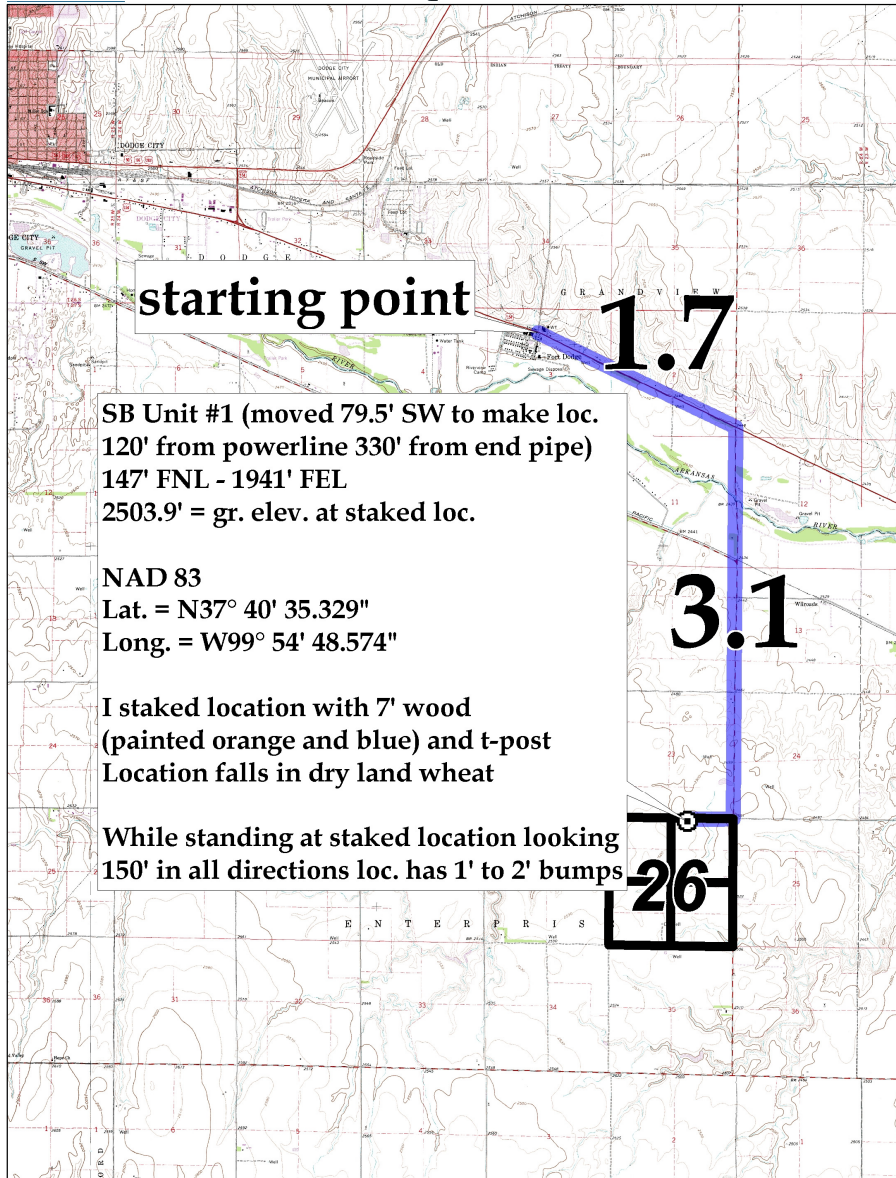


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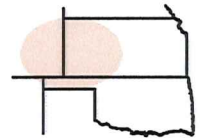
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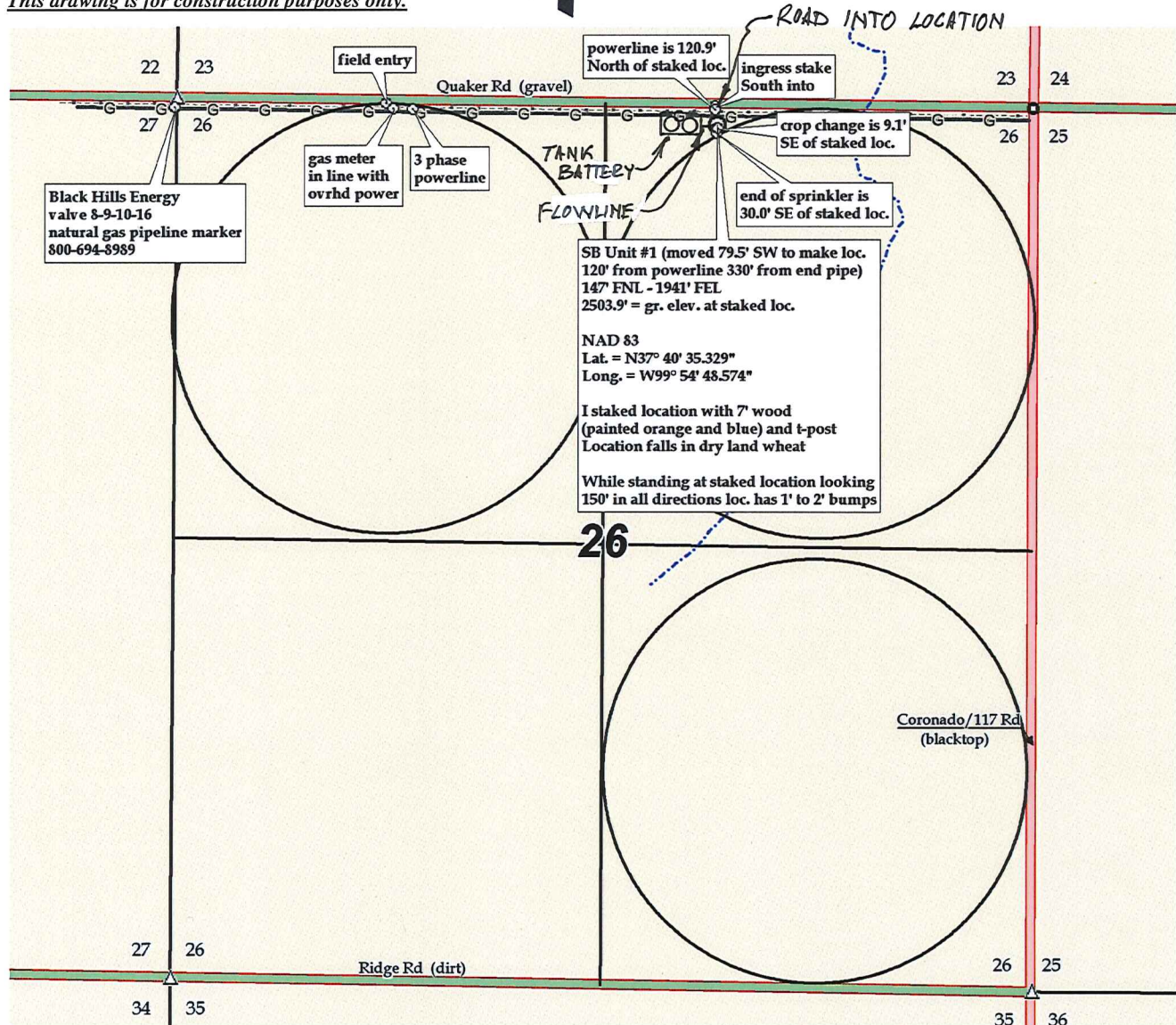
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State of Kansas, Ford County  
 This instrument was filed for  
 Record on April 09, 2013 08:30:00 AM  
 Recorded in Book N 8 Page 446-447  
 Fee: \$12.00 201302307



4 4 6

INDEXED  
 GRANTOR  
 GRANTEE  
 NUMERICAL  
 PHOTOGRAPHED

*Brenda Pogue*  
 Brenda Pogue, Register of Deeds

**DECLARATION OF POOLED UNIT**

State: KANSAS  
 County: FORD  
 Operator: BEREXCO LLC  
 Effective Date: April 5, 2013

Operator, named above, pursuant to the authority granted by the terms of the oil and gas leases (the "Leases") described in Exhibit "A," hereby pools and combines the following lands (the "Lands"), in the county and state named above, that are subject to the Leases, and designates the Lands as a Pooled Unit (the "Unit") for the purposes of drilling for and producing oil and/or gas:

Township 27 South, Range 24 West  
 Section 23: S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  and  
 Section 26: N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$

The Unit created by this Declaration shall be known as the S-B #1 Unit. For the purpose of this Declaration and the designation of the S-B #1 Unit, reference is made to the Leases described in Exhibit "A" to this Declaration, insofar as the Leases cover the Lands included in the Unit. Exhibit "A" is made a part of this Declaration for all purposes.

Each of the Leases contains provisions authorizing the original Lessee and Lessee's successors or assigns to pool, combine, or unitize the Lands covered by each of the Leases with other lands and leases for the purpose of creating a unit for the production of oil or gas. This Declaration is executed by Operator and is filed of record in the county where the Lands are located for the purpose of exercising the pooling authority granted to the Lessee in the Leases, and giving notice of the Lands included in the Unit hereby established.

This Declaration shall be, and the Unit created, effective as of the Effective Date stated above and shall be in effect for one-hundred eighty (180) days from the Effective Date and as long thereafter as oil and/or gas is produced from a well or wells located on the lands within the S-B #1 Unit, or actual drilling or reworking operations are being conducted on the lands within the S-B #1 Unit, with no cessation greater than the time periods provided for in the Leases, or for so long thereafter as the Leases otherwise remain in effect as to the Lands included in the S-B #1 Unit.

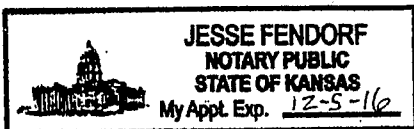
Executed this 5<sup>th</sup> day of April, 2013.

BEREXCO LLC

*Charles B. Spradlin, Jr.*  
 Charles B. Spradlin, Jr.  
 Vice President

STATE OF KANSAS §  
 § ss  
 COUNTY OF SEDGWICK §

This instrument was acknowledged to me on April 5, 2013, by Charles B. Spradlin, Jr., Vice President of BEREXCO LLC.



*Jesse Fendorf*  
 Notary Public in and for the State of KANSAS  
 Printed Name: Jesse Fendorf  
 Commission expires: 12-5-2016

**Exhibit "A": Description of Oil and Gas Leases**

Lease No.: X-10063  
Lessor: Earl J. Simon and Donna L. Simon, husband and wife  
Lessee: Berexco Inc.  
Lease Date: August 7, 2008  
Recorded: Book 52 at O & G Lease Page 694 and extended as evidenced by Revivor and Extension of Oil and Gas Lease recorded in Book 2 at O & G Misc. Page 31 and Extension of Oil and Gas Lease recorded in Book 6 at O & G Misc. Page 489  
Legal: Township 27 South, Range 24 West  
Section 23: S $\frac{1}{2}$ S $\frac{1}{2}$

Lease No.: X-9832  
Lessor: Esther M. Barngrover, a single woman  
Lessee: Berexco, Inc.  
Lease Date: May 16, 2007  
Recorded: Book 51 at Page 349 and extended as evidenced by Extension of Oil and Gas Lease recorded in Book 135 at Misc. Page 293  
Legal: Township 27 South, Range 24 West  
Section 26: N $\frac{1}{2}$

INDEXED  
GRANTOR  
GRANTEE  
NUMERICAL

694

STATE OF KANSAS }  
FORD COUNTY } ss:

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



This instrument was filed in this office  
on the 20 day of October A.D.  
20 08 at 9:00 o'clock AM  
and duly Recorded in Book 52  
at O & G Lease Page 694-695  
Fee \$ 12.00

X-10063

Register of Deeds

## OIL & GAS LEASE *Brenda Progne*

AGREEMENT, Made and entered into the 7th day of August, 2008 by and between **Earl J. Simon and Donna L. Simon, husband and wife**, 13505 SW Diamond Road, Augusta, KS 67010, hereinafter called lessor (whether one or more), and **BEREXCO INC.**, P.O. Box 20380, Wichita, KS 67208, hereinafter called lessee:

Lessor, in consideration of ten and more Dollars (\$10.00) 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, seismic and any other means, prospecting, drilling 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 pipelines, storing oil, building tanks 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, gas, water other fluids and air, the following described land, together with any reversionary rights and after-acquired interest therein, situated in the County of Ford, State of Kansas, described as follows, to-wit:

Township 27 South, Range 24 West of the 6<sup>th</sup> P.M.  
Section 23: S $\frac{1}{2}$ S $\frac{1}{2}$

and containing 160 acres, more or less.

Subject to the provisions herein contained, this lease shall remain in force for a term of **Three (3) 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 pooled.

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

1<sup>st</sup>. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal five thirty-seconds (5/32) part of all oil produced and saved from the leased premises.

2<sup>nd</sup>. 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, five thirty-seconds (5/32), at the market price at the well, (but, as to gas sold by lessee, in no event more than five thirty-seconds (5/32) 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. The shut-in royalty provision shall last no longer than the primary term of this lease.

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 operations thereon, except water from the wells of lessor.

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

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

Lessee shall pay for damages caused by lessee's operations to growing crops on said land. CRP shall be considered a growing crop.

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.

If, upon, or after the expiration of the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall be incapable of producing, this lease shall not terminate provided lessee resumes operations for drilling or reworking a well or wells on the leased premises or on the consolidated gas leasehold estate within ninety (90) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

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 receive on production from a unit so pooled only such 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 pooled in the particular unit involved.

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

Lessee agrees to pay for all damages caused by its operations on this land and to restore the surface to its original contour as nearly as reasonably practicable.

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

Earl J. Simon  
Earl J. Simon

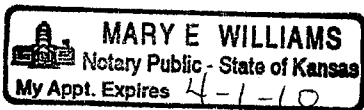
Donna L. Simon  
Donna L. Simon

State of KANSAS )  
County of Butler ) ss:

This instrument was acknowledged before me on this 14<sup>th</sup> day of Oct., 2008, by Earl J. Simon and Donna L. Simon, husband and wife.

Mary E Williams  
Notary Public

My appointment expires: 4-1-10



When recorded, please return to:

BEREXCO INC.  
P.O. Box 20380  
Wichita, KS 67208

Attn: Land Department



EXTENSION OF OIL AND GAS LEASE

File No. X-10063

WHEREAS, Manuel Corporation (corporate name formerly BEREXCO INC.) is the owner and holder of an Oil and Gas Lease (hereinafter called the "Lease") dated August 7, 2008, from Earl J. Simon and Donna L. Simon, husband and wife, as Lessors, to BEREXCO INC., as Lessee, filed in the records of Ford County Kansas in Book 52 of O&G, Page 694, and covering the following described land:

Township 27 South, Range 24 West of the 6<sup>th</sup> P.M., Ford County, Kansas  
Section 23: The South Half of the South Half (S $\frac{1}{2}$ S $\frac{1}{2}$ ).

WHEREAS, the Lease, as previously extended of record, expires in the absence of drilling operations on August 7, 2012, and the said owner and holder desires to have the term of the Lease extended.

NOW, THEREFORE, the undersigned, Earl J. Simon and Donna L. Simon, husband and wife, for themselves, their heirs, personal representatives, beneficiaries, successors and assigns, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, do hereby agree that the primary term of the Lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed therein, for a period of one (1) year from the date of expiration thereof, or until August 7, 2013, and for as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by the Lease; subject, however, in all other respects to the provisions and conditions of the Lease.

IN WITNESS WHEREOF, this instrument is signed on this the 6<sup>th</sup> day of August, 2012.

Earl J. Simon  
Earl J. Simon

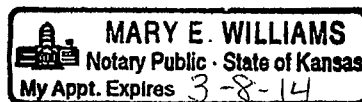
Donna L. Simon  
Donna L. Simon

STATE OF KANSAS }  
COUNTY OF Butler } ss.

The foregoing instrument of writing was acknowledged before me this 6<sup>th</sup> day of August, 2012 by Earl J. Simon and Donna L. Simon.

Mary E. Williams  
Notary Public

My commission expires: 3-8-14

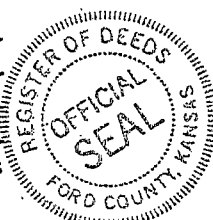


INDEXED  
GRANTOR  
GRANTEE  
NUMERICAL  
PHOTOGRAPHED

STATE OF KANSAS }  
FORD COUNTY } ss:

This instrument was filed in this office on the 14 day of August A.D. 20 12 at 8:30 o'clock Am and duly Recorded in Book 6 at 046 Misc Page 489

Fee \$ 8.00  
Register of Deeds



Brenda Pogue

When recorded, please return to:  
BEREXCO LLC, Land Department  
2020 N. Bramblewood, Wichita, KS 67206

# OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 16th day of May, 2007  
between Esther M. Barngrover, a single woman,  
1814 1/2 Fairway Drive  
Dodge City, KS 67801 hereinafter called lessor,  
and BEREXCO, INC. hereinafter called lessee, does witness:

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

Township 27 South, Range 24 West  
Section 26: N/2

containing 320 acres, more or less.

2. This lease shall remain in force for a term of three (3) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.

7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.

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

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred-twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.

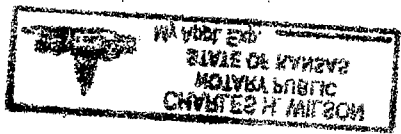
12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

See Rider attached hereto and made a part hereof.



IN WITNESS WHEREOF, we sign the day and year first above written.

*Esther M. Barngrover*  
Esther M. Barngrover

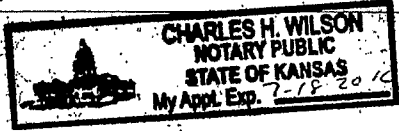
STATE OF Kansas

COUNTY OF Ford

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 16th day of May, 2007, by Esther M. Barngrover, a single woman.

My commission expires 7-18-2010.



*Charles H. Wilson*

Notary Public

Charles H. Wilson

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public

No. \_\_\_\_\_

**OIL AND GAS LEASE**

FROM  
*Esther M. Barngrover*

TO  
*Barnes Inc.*

Date \_\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term **INDEXED**

County \_\_\_\_\_ GRANITOR

County \_\_\_\_\_ GRANTEE

NUMERICAL

PHOTOGRAPHED

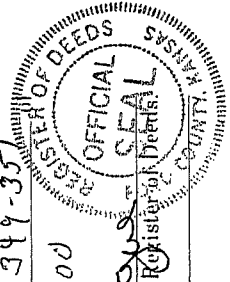
STATE OF Kansas

County Ford

This instrument was filed for record on the 3 day of December, 2007.

at 9:00 o'clock A.M., and duly recorded in Book 57 Page 349-35

the records of this office. \$16.00



By Brenda Poyser

Register of Deeds

When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_

of \_\_\_\_\_ a \_\_\_\_\_

corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_

Notary Public

## RIDER

In the event a producing gas well is located on the leased premises or in the event the leased premises are consolidated into a gas leasehold estate with other land on which a producing well is located. Lessors shall have the right to take in kind the royalty or any portion thereof to which Lessors are entitled and use such gas for farming, agricultural and irrigation purposes on land N//2 of Sec.26-27S-24W, Ford County, Kansas Lessors shall, at their own expenses, obtain the necessary easement from the owner of the land on which the producing gas well is located. Any gas so taken by Lessors shall be taken at or near the mouth of the well at a point to be designated by Lessee. All equipment necessary for taking of gas and measuring same shall be furnished by Lessors at their expense. The methods of taking gas and the point of connection for taking must be such as not to interfere with the operations of the well and must be submitted to Lessee or its assigns and accepted by Lessee before gas is taken. For gas so taken by Lessors (which shall never be more than the full royalty percentage provided for herein), Lessee shall have the right to make a corresponding deduction in gas royalty payments due Lessors, said payment to be made in accordance with the term of this lease. Lessee or its assigns shall never be liable to Lessors, Lessor's agent or employees or any other person with respect to the gas taken, the use thereof, the equipment used, the manner of its use, the use to which put or anything incident or resulting therefrom. Lessee or its assigns shall never be under any obligation to produce gas from any well unless practical or economical to do so.

It is understood by Lessor and Lessee, that all irrigation gas will be subtracted from Lessor's royalty, and that he is solely responsible for payment of said gas, even though it is being used by his tenant farmer. Any over run in said gas use (more than Lessor's royalty interest share) shall be billed to and paid for by Lessor.

Signed For Identification:

By: Esther M. Barngrover  
Esther M. Barngrover



**EXTENSION OF OIL AND GAS LEASE**

File No. **X-9832**

WHEREAS, BEREXCO INC. is the owner and holder of an oil and gas lease dated May 16, 2007, from Esther M. Barngrover, on the following described land in Ford County, State of Kansas :

**The North Half (N½)**

of Section **26** of Township 27 South, Range 24 West, recorded at **Book 51, Page 349**.

WHEREAS, said lease expires in the absence of drilling operations on May 16, 2010, and the said owner and holder desires 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 Ten Dollars (\$10.00) and other valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, do 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 has been originally expressed in such lease, for a period of **Three (3) years** 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.

This Extension of Oil and Gas Lease may be executed in multiple counterparts. Each counterpart shall be deemed an original instrument and shall be binding on each Assignor signing the original or a counterpart of this Extension of Oil and Gas Lease regardless of whether all parties join in and execute the Extension of Oil and Gas Lease.

IN WITNESS WHEREOF, this instrument is signed on this the 5 day of January 2010, ~~December, 2009~~.

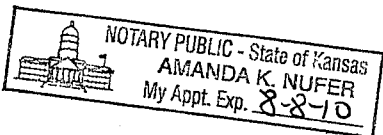
*Loren L. Barngrover, Jr.*  
**LOREN BARNGROVER, JR.**  
**Attorney-in-Fact for**  
**ESTHER M. BARNGROVER**

STATE OF KANSAS }  
                                  }ss. ACKNOWLEDGMENT INDIVIDUAL  
COUNTY OF FORD }

Before me, the undersigned, a Notary Public, within and for said County and State, on this 5<sup>th</sup> day of January 2010, ~~December, 2009~~, personally appeared **LOREN BARNGROVER, JR.**, **Attorney-in-fact for ESTHER M. BARNGROVER**, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

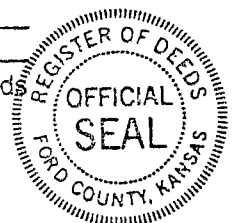
My commission expires: 8-8-2010 ..... *Amanda K. Nuffer*  
Notary Public



INDEXED  
GRANTOR  
GRANTEE  
NUMERICAL  
PHOTOGRAPHED

STATE OF KANSAS }  
FORD COUNTY        }ss:

This instrument was filed in this office on the 29 day of JAN. A.D. 20 10 at 9:00 o'clock AM and duly Recorded in Book 135 at Misc. Page 293 Fee \$ 8.00 Register of Deeds



293 *Bunch Poque*