

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

1137237

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

### NOTICE OF INTENT TO DRILL

Expected Spud Date:	Spot Description:
month day year	Sec Twp S. R
DPERATOR: License#	(0/0/0/0) feet from N / S Line of Section
Name:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: I II
	Length of Surface Pipe Planned to be set:  Length of Conductor Pipe (if any):
Operator:	Projected Total Depth:
Well Name: Original Total Depth:	Formation at Total Depth:
Original Completion Date Original Total Deptil	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	( <b>Note:</b> Apply for Permit with DWR)
CC DKT #·	
NOO DINT #	Will Cores be taken? YesN
OO DINI #	Will Cores be taken?N  If Yes, proposed zone:
AFF	If Yes, proposed zone:
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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:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	SecTwpS. R
Number of Acres attributable to well:	la Castina. Danulas as Umanulas
QTR/QTR/QTR of acreage:	Is Section: Regular or Irregular
	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 nearest lead lease roads, tank batteries, pipelines and electrical lines, as required.  You may attach a sep 2450 ft.	ase or unit boundary line. Show the predicted locations of iired by the Kansas Surface Owner Notice Act (House Bill 2032).
	LEGEND
	O Well Location  Tank Battery Location  Pipeline Location  Electric Line Location  Lease Road Location
11	2150ettample
	1980' FSL
	SEWARD CO. 3390' FEL

 ${\it NOTE: In all \ cases \ locate \ the \ spot \ of \ the \ proposed \ drilling \ locaton.}$ 

#### 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  Workover Pit  Haul-Off Pit  (If WP Supply API No. or Year Drilled)	Pit is:  Proposed Existing  If Existing, date constructed:  Pit capacity:  (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	
Depth fro	om ground level to dee	epest point:	(feet) No Pit	
material, thickness and installation procedure.  liner integrity, including any special monitoring.				
Distance to nearest water well within one-mile of	л рп.	Depth to shallowest fresh water feet. Source of information:		
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:		Drilling, Workover and Haul-Off Pits ONLY:  Type of material utilized in drilling/workover:  Number of working pits to be utilized:  Abandonment procedure:		
Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No		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 Numl	ber:	Permi	t Date: Lease Inspection: Yes No	



1137237

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:	SecTwpS. R East		
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
Contact Person:			
Phone: ( ) Fax: ( )			
Email Address:			
Surface Owner Information:			
Name:	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		
Address 1:			
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 k 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			



# fall 8. 48806 at 168

Stake and Elevation Sorvice 740 W. Sir Sirent P.O. Box 404 Concordia, KS, 96901 1.200.536.2921

3-30-13 Date

Invoice Number

0329132

DCFY Unit 1-11 Murfin Drilling Farm Name Number Operator 2450'FNL 2150'FEL 25 29w Decatur-KS Location R County-State Elevation 2715 Gr. Murfin Drilling 250 N. Water Ordered By: Shauna Suite 300 Wichita, KS. 67202 Scale I" Him" Stake 5' Iron rod & 4' wood stake on slight to moderate slope pasture. Ingress undetermined. 4 mi. S to Oberlin

63U (Rev. 1993)

## OIL AND GAS LEASE

Reorder No. 09-115 Kansas Blue Prin 700 S. Broadway PO Box 703 Wichila, KS 07201-0703 310-204-9344 - 204-5165 fax www.kbp.com - kbp@kbp.com

10,00	rch 2011, en Weibert, President
ose mailing address is 2361 HWY 83, Oberlin, KS 67749	
Murfin Drilling Company, Inc.	
250 N. Water, Suite 300, Wichita, KS 67202	, hereinafter caller Lessee:
here acknowledged and of the royalties herein provided and of the agreements of the lessee I investigating, exploring by geophysical and other means, prospecting drilling, mining and nstituent products, injecting gas, water, other fluids, and air into subsurface strata, laying ploy d things thereon to produce, save, take care of, treat, manufacture, process, store and transport oducts manufactured therefrom, and housing and otherwise caring for its employees, the follows.	operating for and producing oil, liquid hydrocarbons, all gases, and their respective e lines, storing oil, building tanks, power stations, telephone lines, and other structures t said oil, liquid hydrocarbons, gases and their respective constituent products and other owing described land, together with any reversionary rights and after-acquired interest.
erein situated in County of <u>Decatur</u> State	of
See Exhibit "A" attached hereto and made a par	t hereof for legal description;
an Track - I Very S Very	and containing 635,80 acres, more or less, and all
cretions thereto,	three(3) years from this date (called "primary term"), and as long thereafter
oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is products.  In consideration of the premises the said lessee covenants and agrees:	duced from said land or land with which said land is pooled.  y connect wells on said land, the equal one-eighth (%) part of all oil produced and saved
om the leased premises.  2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used the market price at the well, (but, as to gas sold by lessee, in no event more than one-eight	off the premises, or used in the manufacture of any products therefrom, one-eighth (%), th (%) of the proceeds received by lessee from such sales), for the gas sold used off the
this lease or any extension thereof, the lessee shall have the right to drill such well to con and in paying quantities, this lease shall continue and be in force with like effect as if such	nent or drilling operations. If the lessee shall commence to drill a well within the tern
e said lessor only in the proportion which lessor's interest bears to the whole and undivided Lessee shall have the right to use, free of cost, gus, oil and water produced on said lan	ree.
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 anid premise	s without written consent of lessor.
Lessee shall pay for damages caused by lessee's operations to growing crops on said le	and,
secutors, administrators, successors or assigns, but no change in the ownership of the missee has been furnished with a written transfer or assignment or a true copy thereof. In callified the project to the assignment or profitors arising subsequent to the date of assignment.	whole or in part is expressly allowed, the covenants hereof shall extend to their neise nd or assignment of rentals or royalties shall be binding on the lessee until after the se lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligation.
Lessee may at any time execute and deliver to lessor or place of record a release or arrender this lease as to such portion or portions and be relieved of all obligations as to the s	releases covering any portion or portions of the above described premises and thereby tereage surrendered.
All express or implied covenants of this lease shall be subject to all Federal and Standhole or in part, nor lessee held liable in damages, for failure to comply therewith, if com	to Louis, Executive Orders, Rules or Regulations, and this lease shall not be terminated
'egulation	nd agrees that the lessee shall have the right at any time to redeem for lessor, by paymen payment by lessor, and be subrogated to the rights of the holder thereof, and the under d release all right of dower and homestead in the premises described herein, in so fo
Lessee, at its option, is hereby given the right and power to pool or combine the acrommodiate vicinity thereof, when in lessee's judgment it is necessary or advisable to do; onservation of oil, gas or other minerals in and under and that may be produced from sair runits not exceeding 40 acres each in the event of an oil well, or into a unit or units not ecord in the conveyance records of the county in which the land herein leased is situate tooled into a tract or unit shall be treated, for all purposes except the payment of royalties ound on the pooled acreage, it shall be treated as if production is had from this lease, whethey all the production of the production from a unit so polyalties elsewhere herein specified, lessor shall receive on production from a unit so polyalties of the part of the production is provided in the production from a unit so po	eage covered by this lease or any portion thereof with other land, lease or leases in the se in order to properly develop and operate said lease premises so as to promote the premises, such pooling to be of tracts contiguous to one another and to be into a unexceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and an instrument identifying and describing the pooled acreage. The entire acreage so production from the pooled unit, as if it were included in this lease. If production her the well or wells be located on the premises covered by this lease or not. In lieu of the located only such portion of the royalty stipulated herein as the amount of his acreage as pooled in the particular unit involved.
*If at the end of the primary term, this lease provisions hereof, this lease shall expire, un	is not otherwise continued in force under less Lessee on or before the end of the pri
Lessor under the initial primary term of said acres owned by Lessor in the land above descriprimary term shall be extended for an addition term hereof.	bed, and then subject to this rease, one
ocean received to	
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and Witnesses:  Decatur County Feedyard, Inc.	d year first above written.
pecacui country reedyard, inc.	By S. Warren Weibert, President

STATE OF		SOOK I PAGE	
COUNTY OF	ACKNOWI	LEDGMENT FOR INDIVIDUAL (KsOkÇoNe)	
The foregoing instrument was acknown.	owledged before me this	day of	,
by		and	
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	Twp.	STATE OF KANSAS  County DECATI  This instrument was day of April  at 2:10 o-clock in Book B22  the records of this office ARI L KETTERL  KARI L KETTERL  When recorded, return to	
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y <u>S. Warren Weibert, Pre</u>	esident		
f <u>Decatur County Feedyar</u>		Kansas	
corporation, on behalf of the corpora	tion. 2013	( Mrs. Renier)	
My commission expires	The state of the s	Notary Public	
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BOOK 322 PAGE 158

### Exhibit "A"

To be attached to a certain oil and gas lease dated <u>March 2, 2011</u> by and between <u>Decatur County Feedyard, Inc., S. Warren Weibert, President</u>, as Lessor and <u>Murfin Drilling Company, Inc.</u>, as Lessee, covering the following described property in <u>Decatur County</u>, <u>Kansas</u>, to wit:

It is agreed by and between the parties hereto that this lease is, in effect, a separate lease for each of the following described tracts, to wit:

Tract 1:

- 166 Township 2 South, Range 29 West Section 2: NE/4

Tract 2:

- 167 Township 2 South, Range 29 West Section 11: N/2

Tract 3:

Township 2 South, Range 29 West

Section 11: SE/4 less a small tract in the northeast corner described as follows and using the Bearing N 00°28′23′'E for the East Quarter line from the State plans: Beginning at the Northeast corner of the Southeast Quarter, thence West (S 89°42′30′'W) along the North Quarter line, a distance of 46.66 feet to the West right-of-way line of U.S. Highway 83; thence South along the right-of-way (S 00°22′00′'W), a distance of 1.99 feet to the Northeast corner of the concrete Highway right-of-way Marker, from this point of beginning, thence S 89°39′52′' W, along the existing fence, a distance of 329.00 feet; thence S 00°06′08′'E, a distance of 568.00 feet; thence N 86°39′35′'E, a distance of 325.00 feet to the West Highway right-of-way, thence N 00°22′00′'E, a distance of 551.00 feet to the point of beginning. Said excepted tract being 4.20 acres more or less.

Containing 635.80 acres more or less\*

\*It is the intention of the Lessor herein to grant a lease on all minerals owned in ALL of said NE/4 2-2S-29W and N/2, SE/4 11-2S-29W, whether correctly described herein or not.

The production of oil or gas on any one tract or oil or gas producing unit shall not extend the primary term of this lease on tracts not covered by production of oil or gas.

Decatur County Feedyard, Inc.

S. Warren Weibert, President

63U (Rev. 1993)

## **OIL AND GAS LEASE**



AGREEMENT, Made and entered into the 2nd day of M  and between Decatur County Feedyard, Inc., S. War	ren Weibert, President
	hereinaster called Lessor (whether one or more),
	, hereinafter caller Lessee:
Lessor, in consideration of One _and _more here acknowledged and of the myalties herein provided and of the agreements of the lesser investigating, exploring by geophysical and other means, prospecting drilling, mining an instituent products, injecting gas, water, other fluids, and air into subsurfact strata, laying plat things thereon to produce, save, take care of, treat, manufacture, process, store and transproducts manufactured therefrom, and housing and otherwise caring for its employees, the form the product of the product of State of the product of State of State of State of State of State of State of	d operating for and producing oil, liquid hydrocarbons, all gases, and their respective per lines, storing oil, building tanks, power stations, telephone lines, and other structures on said oil, liquid hydrocarbons, gases and their respective constituent products and other llowing described land, together with any reversionary rights and after-acquired interest.
	· ·
See Exhibit "A" attached hereto and made a pa	rt hereof for legal description;
a Section XXXX Township XXXX Range XXX	$\propto$ and containing $635.80$ acres, more or less, and all
scretions thereto.  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
In consideration of the premises the said lessee covenants and agrees:	oduced from said land or limb with which said land is possed.
om the leased premises.	ay connect wells on said land, the equal one-eighth (%) part of all oil produced and saved
2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or use the market price at the well, (but, as to gas sold by lessee, in no event more than one-eig remises, or in the manufacture of products therefrom, said payments to be made monthly. s royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such that the preceding paragraph.	Where may from a well producing mas only is not sold of used, lessee may pay or where
This lease may be maintained during the primary term hereof without further pay f this lease or any extension thereof, the lessee shall have the right to drill such well to cound in paying quantities, this lease shall continue and be in force with like effect as if such	h 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 he said lessor only in the proportion which lessor's interest bears to the whole and undivide Lessee shall have the right to use, free of cost, gas, oil and water produced on said k	undivided fee simple estate therein, then the royalties herein provided for shall be paid of fee. and 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 premis Lessee shall pay for damages caused by lessee's operations to growing crops on said	
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.
xecutors, administrators, successors or assigns, but no change in the ownersnip of the sessee has been furnished with a written transfer or assignment or a true copy thereof. In c with respect to the assigned portion or portions arising subsequent to the date of assignmen	ase lessee assigns this lease, in whole or in part, lessee shall be take to a time to the control of the contro
urrender this lease as to such portion or portions and be relieved of all obligations as to the	or releases covering any portion or portions of the above described premises and thereby acreage surrendered.
All express or implied covenants of this lease shall be subject to all Federal and St n whole or in part, nor lessee held liable in damages, for failure to comply therewith, if co Regulation.	ate Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated mpliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or
Lessor hereby warrants and agrees to defend the title to the lands herein described, any mortgages, taxes or other liens on the above described lands, in the event of default oligined lessors, for themselves and their heirs, successors and assigns, hereby surrender a said right of dower and homestead may in any way affect the purposes for which this lea	nd release all right of dower and homestead in the premises described
Lessee, at its option, is hereby given the right and power to pool or combine the administration of oil, gas or other minerals in and under and that may be produced from a or units not exceeding 40 acres each in the event of an oil well, or 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 40 acres each in the event of an oil well, or into a unit or units not exceed into a tract or unit shall be treated, for all purposes except the payment of royaltic found on the pooled acreage, it shall be treated as if production is had from this lease, whe royalties elsewhere herein specified, lesser shall receive on production from a unit so placed in the unit or his royalty interest therein on an acreage basis bears to the total acrea	creage covered by this lease or any portion thereof with other land, lease or leases in the so in order to properly develop and operate said lease premises so as to promote the ind premises, such pooling to be of tracts contiguous to one another and to be into a unit exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and ted an instrument identifying and describing the pooled acreage. The entire acreage so on production from the pooled unit, as if it were included in this lease. If production is there the well or wells be located on the premises covered by this lease or not. In lieu of the production of the production is the amount of his acreage go go pooled in the particular unit involved.
*If at the end of the primary term, this lease provisions hereof, this lease shall expire, u term shall pay or tender to Lessor, the sum e Lessor under the initial primary term of said	e is not otherwise continued in force under nless Lessee on or before the end of the pri qual to the original per acre bonus paid to
Lessor under the initial primary term of sald acres owned by Lessor in the land above descr primary term shall be extended for an addition term hereof.	ibed, and then subject to this lease, the
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day as Witnesses:  Decatur County Feedyard, Inc.	
recalul country recayatar life.	By Wallbar

STATE OF		ACKNOWLEDGMENT F	OR INDIVIDUAL (KsOk	
COUNTY OF The foregoing instrument was	s acknowledged before me this			•
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my commission expires		***************************************	Notary Publ	ic
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			This instrument was filed for record on the 4th of Apr11 2011.  2:10 o-clock P.M., and duly recorded hook B22 Page 157 of records of this office.	Deeds.
OIL AND GAS LEASE			i on t	Co.
LE/	_ Rge.		record and d	A Recision
S	E and		M., e	te le
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	Twp.	Cour KANSAS DECATUR	r11 r11 o-clock	KARI L KETTERL  By JUDY B GAUMER  When recorded, return to \$16.00
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_	9	F.     HO	This instrument wa day of Apr 11  at 2:10 o-clock in Book B22 the records of this office	L E E recorde
0	Date	STATE OF	This ins day ofatin Bookthe records	KARI L <sup>13</sup> JUDY When recor
.   2	Date	STI	the rec	Wh Wh
STATE OF $\frac{1}{5}$				
COUNTY OF Decate	<u></u>	ACKNOWLEDGMENT F		OkCoNe) ZO!
The foregoing instrument was by S. Warren Weibert	, President	day or	Max ch	, 20/1
of <u>Decatur County Fe</u> corporation, on behalf of the c	edyard, Inc.	a Kansas		
My commission expires	9-20-2013		Jay Blace	er)
	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	f Kansin	Notary Pub	lic .

MOTORY PUBLIC STATE OF METERS | JOON 91-ASS 2013 Jody Black
BOOK 322 PAGE 158

### Exhibit "A"

To be attached to a certain oil and gas lease dated <u>March 2, 2011</u> by and between <u>Decatur County Feedyard, Inc.</u>, S. Warren Weibert, <u>President</u>, as Lessor and <u>Murfin Drilling Company, Inc.</u>, as Lessee, covering the following described property in <u>Decatur County</u>, <u>Kansas</u>, to wit:

It is agreed by and between the parties hereto that this lease is, in effect, a separate lease for each of the following described tracts, to wit:

Tract 1:

- 166 Township 2 South, Range 29 West

Section 2: NE/4

Tract 2:

- 167 Township 2 South, Range 29 West Section 11: N/2

Tract 3:

Township 2 South, Range 29 West

Section 11: SE/4 less a small tract in the northeast corner described as follows and using the Bearing N 00°28'23" E for the East Quarter line from the State plans: Beginning at the Northeast corner of the Southeast Quarter, thence West (S 89°42'30"W) along the North Quarter line, a distance of 46.66 feet to the West right-of-way line of U.S. Highway 83; thence South along the right-of-way (S 00°22'00"W), a distance of 1.99 feet to the Northeast corner of the concrete Highway right-of-way Marker, from this point of beginning, thence S 89°39'52" W, along the existing fence, a distance of 329.00 feet; thence S 00°06'08"E, a distance of 568.00 feet; thence N 86°39'35"E, a distance of 325.00 feet to the West Highway right-of-way, thence N 00°22'00"E, a distance of 551.00 feet to the point of beginning. Said excepted tract being 4.20 acres more or less.

Containing 635.80 acres more or less\*

\*It is the intention of the Lessor herein to grant a lease on all minerals owned in ALL of said NE/4 2-2S-29W and N/2, SE/4 11-2S-29W, whether correctly described herein or not.

The production of oil or gas on any one tract or oil or gas producing unit shall not extend the primary term of this lease on tracts not covered by production of oil or gas.

Decatur County Feedyard, Inc.

S. Warren Weibert, President