



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

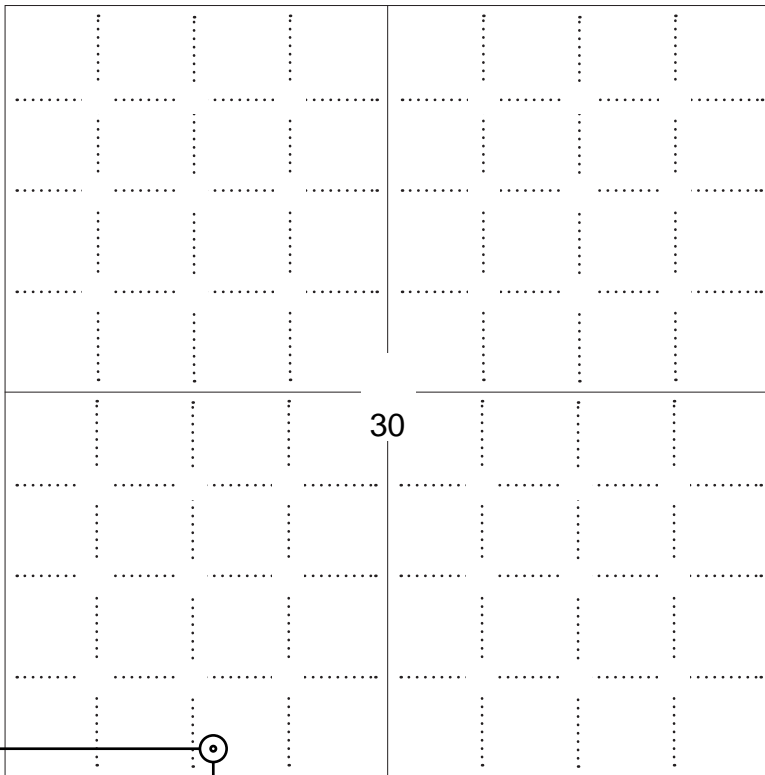
Is Section:  Regular or  Irregular

**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.



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

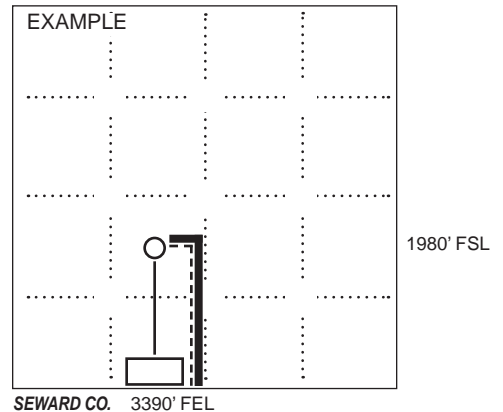
200 ft.

**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.

### LEGEND

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



**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



**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 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

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

Well Location:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West  
County: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

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

**Surface Owner Information:**

Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

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

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

**Select one of the following:**

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

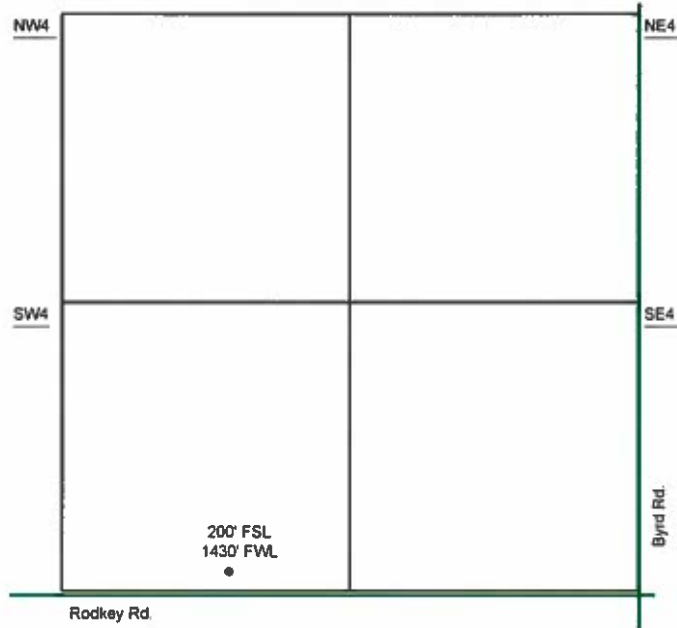
*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I Submitted Electronically

HYLBOM A-5  
Additional Surface Owner

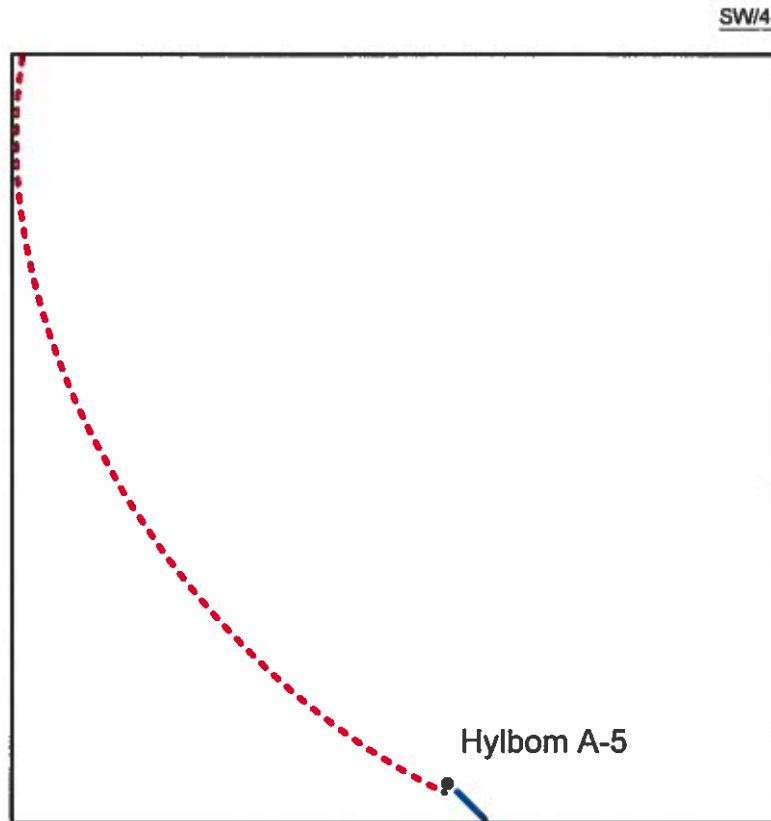
Kent Maddux  
2245 Rd. 190  
Deerfield, KS 67838

**Proposed Plan of Construction**  
**Hylbom A-5**  
**Sec 30 T23S-R34W**  
**Finney County, KS**



The Tank Battery for the Hylbom A-5 is located in the NW of NW the quarter.

Sec 30 - T23S - R34W

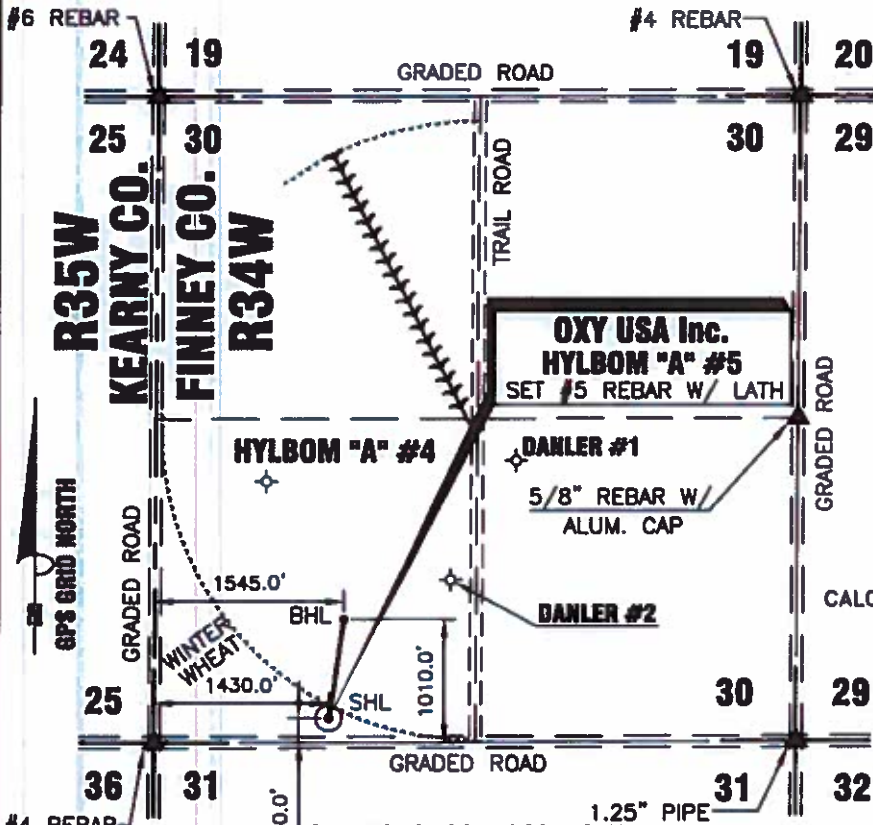


Proposed Details of  
 SW4 Sec 30 -T23S -R34W

Note-Drawing **Not** to Scale



# T23S-R34W



DATE 5/14/2013

OPERATOR OXY U.S.A.

WELL NAME HYLBOM "A" #5

LOCATION SW/4 SEC. 30, T23S-R34W

SURFACE HOLE LOCATION

FOOTAGES & 200.0' F S L

RELATIONS 1430.0' F W L

ELEVATION 2978.69'

BOTTOM HOLE LOCATION

FOOTAGES & 1010.0' F S L

RELATIONS 1545.0' F W L

CALC. ELEVATION \_\_\_\_\_

DISTANCE TO EXISTING WELL 1502.63' DANLER #2

AUTHORIZED BY BETH HICKERT

**SW/4 SEC. 30, T23S-R34W  
FINNEY COUNTY, KANSAS**

CROP WINTER WHEAT

SURFACE HOLE LOCATION

LATITUDE 38°01'05.48497" N = 38.018190° N

LONGITUDE 101°05'51.21047" W = 101.097558° W

STATE PLANE COORD. X = 1251787.85

KANSAS SOUTH ZONE Y = 502533.64  
NAD 27

BOTTOM HOLE LOCATION

LATITUDE 38°01'13.49734" N = 38.020416° N

LONGITUDE 101°05'49.73261" W = 101.097148° W

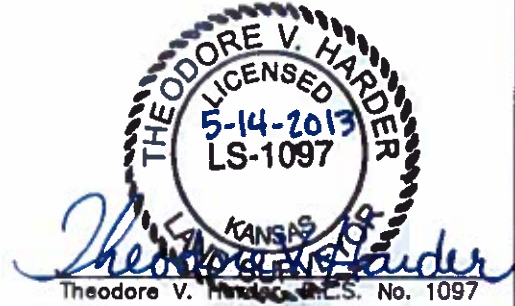
STATE PLANE COORD. X = 1251928.64

KANSAS SOUTH ZONE Y = 503340.47  
NAD 27

NOTE: CONTRACTOR TO CONTACT ONE CALL ☎ 1-800-DIG SAFE PRIOR TO ANY EXCAVATION OR CONSTRUCTION.

DRIVING DIRECTIONS USED TO STAKE WELL FROM KNOWN LANDMARK OR CITY FROM:

FROM THE INTERSECTION OF FINNEY-KEARNY CO. LINE & HWY #50, 6 MILES WEST OF HOLCOMB, KS; THENCE EAST 1430 FT.; THENCE NORTH 200 FT. INTO.



**OXY USA Inc.** 1117 N. HIGHWAY 27  
P.O. DRAWER 330  
ELKHART, KANSAS 67850  
(820)897-2896

**PROPOSED WELL LOCATION OF THE HYLBOM "A" #5  
LOCATED IN THE SW/4 SEC. 30, T23S - R34W  
FINNEY COUNTY, KANSAS**

NO.	DATE	REVISIONS	DATE

SCALE: 1" = 1500' DATE: 5/14/2013

WORK ORDER NO. \_\_\_\_\_

**HARDER**  
AND ASSOCIATES "locating our world"  
LAND SURVEYING - GPS SPECIALISTS  
P.O. BOX 818 214 MORTON  
Elkhart, Kansas 67850  
Phone: (820) 897-2896  
Fax: (820) 897-4475  
E-MAIL: [tharder@elkhar.com](mailto:tharder@elkhar.com)

DRAWN BY: DRF CHECKED BY: TVH APPROVED BY: \_\_\_\_\_ AUTHORIZED BY: B. HICKERT

THIS AGREEMENT, Entered into this the 11th day of December, 1942  
between The Garden City Company, a Colorado Corporation

and Cities Service Oil Company hereinafter called lessor,  
and hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of One 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, and with the right to unitize 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 exploration and other operations, including core drilling, and the drilling, uniting, and operating for, producing and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power, stations, telephons 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 for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Ft. Riley State of Kansas and described as follows:

All in Section Thirty-one, and all in Section Thirty-two  
all in Township 23 S. Range 34 W. and containing 1280 acres, more or less.

ORIGINAL COMPARED WITH RECORD

2. This lease shall remain in force for a term of Fifteen years 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 in which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessor's option may pay to the lessor for such one-eighth royalty the market price 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 lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well, less the cost of transportation, to be paid by the lessee, then as to the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds of the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph 5 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph 3 hereof; the lessee to have gas free of charge from any gas well on the leased premises for storage and inside rights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 11th day of December 1942 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the

The Garden National Bank at Garden City, Kansas or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of change of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of Six Hundred Forty and no/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank and it is understood and agreed that the consideration herein recited herein, covers not only the privilege granted to the lessee when said first rental is payable as aforesaid, but also the lessee's option of tendering that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided, and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. 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 the 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 300 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, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

9. 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 of ownership in the land or in the rentals or 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 instruments of conveyance or duly certified copies thereof, and copies thereof in duplicate shall be sent to lessor to the full extent 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, administrator, executor, or heir of lessor.

10. If the leased premises are now or shall 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 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, descent or otherwise or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owners of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. 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 option, 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 or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) 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.

14. 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 accepted 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 and any rentals thereunder paid may be apportioned on an acreage basis, 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.

15. 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, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

16. The unitization of this lease or any portion thereof with any other lease or leases or portions thereof shall be accomplished by the execution and filing by lessee in the recording office of said county of an instrument declaring its purpose to unitize and describing the leases and land unitized, which unitization shall cover the gas rights only and comprise an area not exceeding approximately 640 acres. The royalty provided for herein with respect to gas from gas wells shall be apportioned among the owners of such royalty on minerals produced in the unitized area in the proportion that their interests in the minerals under the lands within such unitized area bear to the minerals under all of the lands in the unitized area. Any well drilled on such land shall be for all purposes a well under this lease and shall satisfy the rental provisions of this lease as to all of the land covered thereby; Provided, however, lessee shall be under no obligation, express or implied, to drill more than one gas well on said Unit.

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

IN WITNESS WHEREOF, this 11th day and year first above written.  
ATTEST: [Signature] (SEAL)  
Asst. Secretary (SEAL)  
[Signature] THE GARDEN CITY COMPANY (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)



STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma and Kansas)  
 COUNTY OF \_\_\_\_\_ }  
 Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
 and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
 that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
 My commission expires \_\_\_\_\_  
 Notary Public

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma and Kansas)  
 COUNTY OF \_\_\_\_\_ }  
 Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
 and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
 that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
 My commission expires \_\_\_\_\_  
 Notary Public

STATE OF Kansas } ss. ACKNOWLEDGMENT FOR CORPORATION  
 COUNTY OF Finney }  
 Be it remembered that on this 12th day of December, 1942, before me, the undersigned, a  
 Notary Public, duly commissioned, in and for the county and state aforesaid, came J. Stewart  
vice \_\_\_\_\_, president of The Garden City Company,  
 a corporation of the State of Colorado, personally known to me to be such officer, and to be  
 the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly ac-  
 knowledged the execution of the same for himself and for said corporation.  
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.  
 My commission expires March 19, 1946  
 Notary Public

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

**OIL AND GAS LEASE**

FROM  
 The Garden City Company

TO  
 Cities Service Corporation

Date December 11th 1942  
 Section 31 of 32 Twp. 23 Rgs. 34  
 No. of Acres 1.280 Term 15 years  
 Finney County Kansas

ORIGINAL COMPARED  
 WITH RECORD

STATE OF Kansas }  
 County of Finney }

This instrument was filed for record on the  
14th day of January 1942  
 at 9:40 o'clock A.M. and duly recorded  
 in Book 00 12 Page 00 90 of  
 the records of this office.  
 By [Signature] Register of Deeds.  
 Fee \$3.65

When ready, RETURN TO  
 CITIES SERVICE OIL CO.  
 LAND AND LEASE DEPT.  
 THE KANSAS BLUE PRINT CO.  
 141 NORTH MARKET ST. WICHITA, KANSAS  
 PHOTOGRAPH SERVICE UP-TO-DATE OIL MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.  
 For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL  
 COUNTY OF \_\_\_\_\_ }  
 Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
 and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
 that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
 My commission expires \_\_\_\_\_  
 Notary Public

# OIL AND GAS LEASE



THIS AGREEMENT, Entered into this the 19th day of October, 1943

between The Nolan Motor Company, a Kansas Corporation  
Garden City, Kansas

ORIGINAL COMPARED  
WITH RECORDED

and Joe E. Denham hereinafter called lessor  
hereinafter called lessee, do hereby witness:

1. That lessor, for and in consideration of the sum of - One and no/100 - - - - - Dollars (\$ 1.00),  
in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants,  
leases and lets unto the lessee for the purposes of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe  
lines, building tanks, starting oil, building powers, stations, telephone lines and other structures thereon to produce, save, the care of and manufacture  
all of such substances, and for housing and boarding employees, the following described tract of land in Finney

County, Kansas to-wit:

Lots 11) one and (2) two, and the East half (1/2) of the North-west  
Quarter (1/4), and Lots three (3) and four (4) and the East half (1/2)  
of the south-west quarter (1/4)  
in Section 30 Township 23N Range 34W and containing 313.28 acres more or less

2. This lease shall remain in force for a term ending October 19th, 1953 and as long thereafter as oil,  
gas, casinghead gas, casinghead gasoline, or any of them is produced.

3. The lessee shall deliver to the credit of the lessor, as royalty, free of cost, in 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 lessor's option, may pay to the lessor for such one-eighth royalty the market price  
for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. Lessee shall pay lessor monthly as royalty: (a) on gas marketed from each well, one-eighth (1/8) of the proceeds if sold at the well, or, if marketed  
by lessee of the proceeds of the sale of the gas; (b) on casinghead gas, one-eighth (1/8) of the market value for like periods successively. All payments or tenders may be made by check or  
cash, one-eighth (1/8) of the value of the natural gasoline content as determined by the Natural Gasoline Association of America revised contract, adopted  
April 4, 1940; and (c) on gas produced from any well or on residue gas, where either or both are utilized by lessee for operations on the leased premises  
or in the manufacture of any product, one-eighth (1/8) of four cents (4c) per thousand cubic feet for the gas so used, measured on the basis of two pounds  
above an atmospheric pressure of 14.7 pounds per square inch absolute pressure, and at 60° F. temperature. Lessor shall have the privilege at its own  
risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making  
his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an  
amount equal to the delay rental as provided in paragraph (5) hereof, payable annually at the end of each year during which such gas is not sold or used,  
and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas on said land or for gas, on a consolidated leasehold estate of which this land is a part thereof, as  
contemplated in paragraph 9, are not commenced on or before October 19th, 1944 this lease shall  
terminate as to both parties unless the lease shall on or before that date, pay or tender to the lessor, or to the lessor's credit in the  
The Garden National Bank at Garden City, Kansas or  
its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, re-  
gardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of Seventy-eight and 32/100

Dollars (\$ 78.32) which shall operate as  
rental and cover the privilege of deferring the commencement of drilling operations for a period of one year, in like manner and upon like payments or  
tenders, the commencement of drilling operations may be further deferred for like periods successively. All payments or tenders may be made by check or  
draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Notwithstanding the death of the lessor, or his successor  
in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this  
land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided  
the lessee begins or resumes the paying of rentals in the manner and amount above provided; and in this event the preceding paragraphs hereof  
governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and  
rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

8. 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 the wells of the  
lessor. When required by lessor, the lessee shall bury 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 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.

9. As to the gas leasehold estate hereby granted (excluding casinghead gas produced from oil wells), lessee is expressly granted the right and privilege  
to consolidate said gas leasehold with any other adjacent or contiguous gas leasehold-estates to form a consolidated gas leasehold estate which shall not  
exceed a total area of 640 acres; and in the event lessee exercises the right and privilege of consolidation, as herein granted, the consolidated gas leasehold  
estate shall be deemed, treated and operated in the same manner as though the entire consolidated leasehold estate were originally conveyed by and included  
in this lease; and all royalties which shall accrue on gas (excluding casinghead gas produced from oil wells), produced and marketed from the consolidated  
estate, including all royalties payable hereunder, shall be prorated and paid to the lessors of the various tracts included in the consolidated estate in the  
same proportion that the acreage of each said lessor bears to the total acreage of the consolidated estate, and a producing gas well on any portion of the  
consolidated estate shall operate to continue the oil and gas leasehold estate hereby granted so long as gas is produced therefrom.

10. 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 and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding  
on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

11. If the leased premises shall 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 drill a well  
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  
recording tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder  
or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall  
not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due  
payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and  
until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to  
execute division and transfer orders on behalf of said parties, and their respective successors in title.

12. 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  
any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, 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 or rentals accruing hereunder.

13. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any  
time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production  
results therefrom, then as long as production continues.

14. If within the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall cease to be pro-  
ductive, this lease shall not terminate, provided operations for the drilling of a well on the leased premises, or on the consolidated gas leasehold estate, shall  
be commenced before or on the next ensuing rental paying date, or provided the lessee begins or resumes the paying of rentals in the manner and amount  
hereinafter provided. It is agreed, however, that the completion of a well producing or capable of producing gas, upon the property hereinabove described,  
or the inclusion of such property in a consolidated unit producing or capable of producing gas as provided by Paragraph Number 9 hereof, shall constitute  
full and complete development with respect to the gas leasehold estate hereby granted, 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  
the lessee resumes operations for drilling a well on the leased premises or on the consolidated gas leasehold estate within one hundred twenty (120) 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 produc-  
tion continues.

15. In view of the existing National Emergency, this lease shall not be terminated, nor shall lessee be held liable in damages by failure of lessee to fulfill  
any condition or comply with any expense or implied covenant hereunder by reason of lessee's inability to procure necessary machinery, pipe, tools, or other  
equipment and supplies as the result of any State or Federal Act, Executive Order or Decree, or of any Order, Rule, or Regulation of any agency of the  
State or Federal Government. It is contemplated and agreed by both lessor and lessee that this lease shall at all times and in all respects be subject to valid  
orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter hereof.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of said  
Lessor or Lessee.

IN WITNESS WHEREOF, I sign the day and year first above written. The Nolan Motor Company  
Joe E. Denham

50.201-A

46-10- 6-20- 2-20-

202-10 2010 001-97

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma and Kansas)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. My commission expires \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma and Kansas)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. My commission expires \_\_\_\_\_ Notary Public

STATE OF Kansas } ss. ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF Pinnaw

Be it remembered that on this 27th day of October, 1943, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came The Nolan Motor Company by J. W. Nolan, president / W. J. Schreiber, Treas.

a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written. My commission expires June 6th, 1944 Notary Public

OIL AND GAS LEASE

FROM Nolan Motor Co  
TO Joe E. Decker  
Date October 19 19 43  
Section 30 Twp. 27 Rge. 34  
No. of Acres 3.128 Town 10 Range 34  
Seaway County Seaway

STATE OF \_\_\_\_\_ } ss.  
County of \_\_\_\_\_  
This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 1943  
at \_\_\_\_\_ o'clock \_\_\_\_\_, and duly recorded  
in Book 28 Page 28  
of the records of this office \_\_\_\_\_  
By J. W. Schreiber Register of Deeds.

When recorded, return to: \_\_\_\_\_  
THE KANSAS BLUE PRINT CO.  
147 NORTH MARKET ST. WICHITA, KANSAS  
PHOTODUPLICATION SERVICE. UP-TO-DATE OIL MAPS

ORIGINAL COMPARED WITH RECORD

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma, Kansas and Colorado)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. My commission expires \_\_\_\_\_ Notary Public

OIL AND GAS LEASE



801

THIS AGREEMENT, Entered into this the 4th day of October 19 45

between Tor Hylton and The Exchange National Bank of Colorado Springs, Colorado, Trustees under the Last Will and Testament of Clarence Clark Hamlin

and Joe E. Denham hereinafter called lessee, does witness:

1. That lessee, for and in consideration of the sum of One and no/100 Dollars (\$ 1.00) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessor for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, having pipe lines, building tanks, storing oil, building povers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture

all of such substances, and for housing and boarding employees, the following described tract of land in the County of Kansas to-wit:

West Half In Section 30 Township 23 S and containing 313.28 acres, more or less

ORIGINAL COMPARED WITH RECORD October 4, 1953

2. This lease shall remain in force for a term ending October 4, 1953 and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them is produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in 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 the lessor's option, may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. Lessee shall pay lessor monthly as royalty: (a) on gas marketed from each well, one-eighth (1/8) of the proceeds if sold at the well; or if marketed by pipeline, one-eighth (1/8) of the market value thereof at the well; (b) on gas used by lessee for the extraction of casinghead gas, one-eighth (1/8) of the value of the natural gasoline content as determined by the Natural Gasoline Association of America revised contract, adopted April 4, 1939; and (c) on gas produced from any well or on residue gas, where either or both are utilized for the use of the leased premises or in the manufacture of any product, one-eighth (1/8) of four cents (4c) per thousand cubic feet for the gas so used, measured on the basis of two pounds above an atmospheric pressure of 14.7 pounds per square inch absolute pressure, and at 60° F. temperature. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stove and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph 4) hereof, payable annually at the end of each year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

5. If operations for the drilling of a well for oil or gas on said land or for gas, on a consolidated leasehold estate of which this land is a part thereof, as contemplated in paragraph 9, are not commenced on or before October 4, 1944, this lease shall terminate as to both parties unless the lessee shall on or before that date, pay or tender to the lessor, or to the lessor's credit in the

The Exchange National Bank at Colorado Springs, Colorado

its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of change of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of

One hundred fifty-six and 64/100 Dollars (\$ 156.64) which shall operate as

rental and cover the privilege of deferring the commencement of drilling operations for a period of one year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the expiration of the period. Notwithstanding the date of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or hole, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount herein above provided; and in this event the preceding paragraphs hereof governing the payment of rentals shall continue in force.

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate thereof, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

8. The lessee shall have the right to use fire of coal, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessee, the lessee shall bury pipe lines below plow depth and shall pay for damages 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.

9. As to the gas leasehold estate hereby granted (excluding casinghead gas produced from oil wells), lessee is expressly granted the right and privilege to consolidate said gas leasehold with any other adjacent or contiguous gas leasehold estates or forms a consolidated gas leasehold estate which shall not exceed a total area of 640 acres; and in the event lessee exercises the right and privilege of consolidation, as herein granted, the consolidated gas leasehold estate shall be deemed, treated and operated in the same manner as though the entire consolidated leasehold estate were originally covered by and included in this lease, and all royalties which shall accrue on gas (excluding casinghead gas produced from oil wells), produced and marketed from the consolidated estate, including all royalties payable hereunder, shall be prorated and paid to the lessors of the various tracts included in the consolidated estate in the same proportion that the acreage of each said lease bears to the total acreage of the consolidated estate, and a producing gas well on any portion of the consolidated estate shall operate to continue the oil and gas leasehold estate hereby granted so long as gas is produced therefrom.

10. 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 and assigns; but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

11. If the leased premises shall hereafter be owned in severally 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, and there shall be no obligation on the part of the lessee to conform 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 metering or other devices. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owners of any such part or parts shall fail or make default in the payment of the rentals or royalties due from him or them, such default shall not operate to default or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make the payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a receivable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

12. Lessor hereby warrants and agrees to defend the title in the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, 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 or rentals accruing hereunder.

13. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

14. If within the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall cease to be productive, this lease shall not terminate, provided operations for the drilling of a well on the leased premises, or on the consolidated gas leasehold estate, shall be commenced on or on the next ensuing rental paying date, or provided lessee begins or resumes the payment of rentals in the manner and amount, or the inclusion of such property in a consolidation unit producing or capable of producing gas, as provided by paragraph number 9 hereof, shall constitute 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 a well on the leased premises or on the consolidated gas leasehold estate within one hundred twenty (120) days from such cessation, and this lease shall remain in force during the production of such operations and, if production results therefrom, then as long as production continues.

15. In view of the existing National Emergency, this lease shall not be terminated, nor shall lessee be held liable in damages by failure of lessee to fulfill any condition or comply with any express or implied covenant hereunder by reason of lessee's inability to procure necessary machinery, pipe, tools, or other equipment and supplies as the result of any State or Federal War, Executive Order or Decree, or of any Order, Rule or Regulation of any agency of the State or Federal Government. It is contemplated and agreed by both lessor and lessee that this lease shall at all times and in all respects be subject to valid orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter hereof.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of said Lessor or Lessee.

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

Witness: The Exchange National Bank of Colorado Springs, Colorado By: [Signature] Trustees under the Last Will and Testament of Clarence Clark Hamlin



7080148

46-9 24-19 8-1

01-10 984-48 05-97

STATE OF Colorado } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma and Kansas).  
COUNTY OF El Paso

Before me, the undersigned, a Notary Public, within and for said County and State, on this 29<sup>th</sup> day of December, 1943, personally appeared For Hylbom, Trustee under the  
last Will and Testament of Clarence Clark Hamlin

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 hereunto set my hand and official seal the day and year last above written.  
My commission expires November 12, 1944  
William R. [Signature]  
Notary Public

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma and Kansas)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

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 \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

STATE OF Colorado } ss. ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF El Paso

Be it remembered that on this 29<sup>th</sup> day of December, 1943, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid came de la Mota  
Trust Officer of The Exchange National Bank of Colorado Springs, Colorado,  
Trustee under the last Will and Testament of Clarence Clark Hamlin

personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for said corporation for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires November 12, 1944  
Thomas [Signature]  
Notary Public

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

**OIL AND GAS LEASE**

FROM The Hylbom will

TO Joe C. Slusher

Date Oct. 4, 1943

Section 20 Twp. 23 Rgs. 34

Nr. of Acres 3 2-0 Term 10

El Paso Co. County El Paso

**ORIGINAL COMPARED WITH RECORD**

STATE OF KANSAS

County of El Paso

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 1944 at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_ Page 54 of the records of this office.

By [Signature] Registrar of Deeds.

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

THE KANSAS BLUE PRINT CO.  
141 NORTH MARKET ST. WICHITA, KANSAS  
PHOTOGRAPH SERVICE - up-to-date oil maps

Slusher

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma, Kansas and Colorado)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

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 \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public