For KCC Use:

| Eff | e | ct | iv | е | Date: |
|-----|---|----|----|---|-------|
| | | | | | |

| District | # | |
|----------|---|--|

| SGA? | Yes | No |
|------|-----|----|
| SGAS | res | |

KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION**

March 2010 Form must be Typed Form must be Signed All blanks must be Filled

Form C-1

1149883

NOTICE OF INTENT TO DRILL

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

| Form KSONA-1, Certification of Com | pliance with | the Kansas | Surface Owner | Notification Act, MUS | Γ be submitted with this form |
|------------------------------------|--------------|------------|---------------|-----------------------|-------------------------------|

| Expected Spud Date: | | | | Spot Description: | |
|--|-----------------------------------|---------|--------|---|------------------------------|
| OPERATOR: License# | month | day | year | رم/م/م/م) Sec Twp S. | S Line of Section |
| Name: | | | | | W Line of Section |
| Address 1: | | | | Is SECTION: Regular Irregular? | |
| Address 2: | | | | (Note: Locate well on the Section Plat on reve | erse side) |
| City: | | | | County: | |
| Contact Person: | | | | Lease Name: | Well #: |
| Phone: | | | | Field Name: | |
| CONTRACTOR: License#. | | | | Is this a Prorated / Spaced Field? | Yes No |
| Name: | | | | Target Formation(s): | |
| Well Drilled For: Oil Enh F Gas Storage Dispo Seismic ; # c Other: Other: If OWWO: old well Operator: Well Name: Well Name: Original Completion Data | ge Poo sal Wild f Holes Oth | ollows: | | Nearest Lease or unit boundary line (in footage): Ground Surface Elevation: Water well within one-quarter mile: Public water supply well within one mile: Depth to bottom of fresh water: Depth to bottom of usable water: Surface Pipe by Alternate: I 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: | feet MSL Yes No Yes No |
| Directional, Deviated or Ho | rizontal wellbore | ? | Yes No | Well Farm Pond Other: | |
| If Yes, true vertical depth: _ | | | | DWR Permit #: | |
| Bottom Hole Location: | | | | (Note: Apply for Permit with DWR |) |
| KCC DKT #: | | | | Will Cores be taken? | Yes No |
| | | | | If Yes, proposed zone. | |

AFFIDAVIT

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

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

- 1. Notify the appropriate district office *prior* to spudding of well;
- 2. A copy of the approved notice of intent to drill shall be posted on each drilling rig;
- 3. The minimum amount of surface pipe as specified below shall be set by circulating cement to the top; in all cases surface pipe shall be set through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
- 4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary prior to plugging;
- 5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
- 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 DAYS of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. In all cases, NOTIFY district office prior to any cementing.

| Submitted E | Electronically |
|-------------|----------------|
|-------------|----------------|

| For KCC Use ONLY | |
|---|---------------|
| API # 15 | |
| Conductor pipe required | feet |
| Minimum surface pipe required | feet per ALT. |
| Approved by: | |
| This authorization expires: (This authorization void if drilling not started within 12 | |
| Spud date: Agent: | |

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:

ш

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



For KCC Use ONLY

API # 15 - .

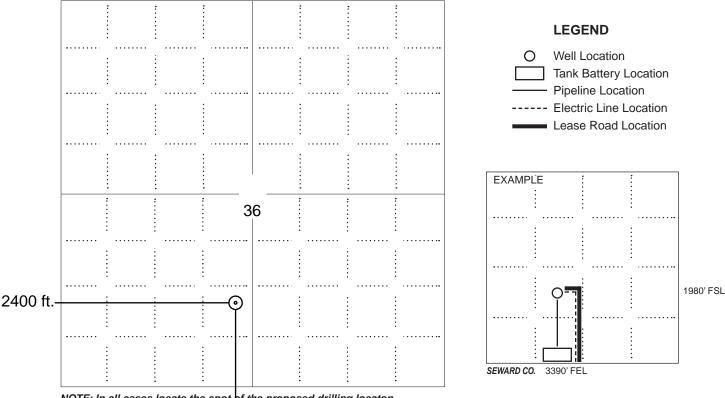
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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: | Sec Twp S. R E 🗌 W |
| Number of Acres attributable to well: | 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.

1150 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.

Side Two

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION 1149883

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: | Pit is: | | | |
| Emergency Pit Burn Pit | Proposed | Existing | SecTwp R | East West |
| Settling Pit Drilling Pit | If Existing, date co | nstructed: | Feet from No | orth / South Line of Section |
| Workover Pit Haul-Off Pit | Pit capacity: | | Feet from East / West Line of Section | |
| (If WP Supply API No. or Year Drilled) | | (bbls) | | County |
| Is the pit located in a Sensitive Ground Water A | ırea? | No | Chloride concentration: (For Emergency Pit | ts and Settling Pits only) |
| Is the bottom below ground level? | Artificial Liner? | No | How is the pit lined if a plastic lin | er 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 |
| Distance to nearest water well within one-mile of pit: Depth to shallowest fresh water feet. Source of information: | | | | feet. |
| feet Depth of water wellfeet measu | | measured | well owner ele | ctric log KDWR |
| Emergency, Settling and Burn Pits ONLY: | | Drilling, Worko | ver and Haul-Off Pits ONLY: | |
| Producing Formation: | | Type of material utilized in drilling/workover: | | |
| Number of producing wells on lease: | | Number of working pits to be utilized: | | |
| Barrels of fluid produced daily: | | Abandonment p | procedure: | |
| Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No | | Drill pits must b | Drill pits must be closed within 365 days of spud date. | |
| Submitted Electronically | | | | |
| | KCC | OFFICE USE O | NLY | Pit RFAC RFAS |
| Date Received: Permit Num | ber: | Permi | t Date: Lease I | nspection: Yes No |

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

| OIL & GAS CONS CERTIFICATION OF C | ATION COMMISSION 1149883 ERVATION DIVISION TO Must Be Typed OMPLIANCE WITH THE NER NOTIFICATION ACT |
|--|--|
| T-1 (Request for Change of Operator Transfer of Injection | Thtent to Drill); CB-1 (Cathodic Protection Borehole Intent); or Surface Pit Permit); and CP-1 (Well Plugging Application). mpanying Form KSONA-1 will be returned. Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application) |
| OPERATOR: License # | Well Location: |
| Surface Owner Information: Name: Address 1: Address 2: City: | 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

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THIS AGREEMENT, Entered into this 29th day of November, 2011

Between <u>The Gano Living Trust, dated August 14, 2009, A.E. Gano and Ruth Gano, Trustees or their successors in trust,</u> 308 N 6th, Apt 5, Hill City, KS 67642, hereinafter called Lessor, and <u>Paramount Land Inc., P.O. Box 1278, Cimarron, KS</u> 67835, herinafter called Lessee, does witness:

1. That Lessor, for and in consideration of the sum of <u>**Ten and More**</u> dollars in hand paid and of the covenants and agreements hereinafter contained to be preformed by the lessee, has this day granted, leased, and let 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 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 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 substances into the subsurface strata, said tract of land being situated in the County of <u>**Graham**</u> State of <u>**Kansas**</u> and described as follows, to wit:

Township 9 South, Range 24 West Section 36: The Southwest Quarter (SW/4)

containing 160.00 acres, more or less.

2. This lease shall remain in force for a term of <u>Two (2)</u> years (called "primary term") from 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 $(1/8^{th})$ 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 $(1/8^{th})$ royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipeline 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 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. The lessee shall bury its pipe below plow depth and shall pay damages caused by its operations to 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 in 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 the 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 severalty 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 hereinafter 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 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 thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

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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 provisions 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 or 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 there over, the primary term of this lease shall continue and remain in full force and effect for all purposes.

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 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 and/or condensate or distillate well, plus a tolerance of ten (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 payment 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 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. Lessee or his Assigns shall restore the surface and the surface contours to their original condition as nearly as is reasonably practicable after drilling operations are completed on the above described premises.

16. 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, we sign the day and year first above written.

SS

The Gano Living Trust

a.C. Dan (A. E. Gano, Trustee)

ACKNOWLEDGEMENT FOR INDIVIDUAL

STATE OF KANSAS COUNTY OF GRALAN

Before me, the undersigned, a Notary Public, within and for said county and state on this 30th day of <u>March or</u> 2011, personally appeared <u>A.E. Gano and Ruth Gano. Trustees or their Successors in trust under the Gano Living Trust, dated August</u> 14, 2009, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purpose 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 05/03/14

Katherine Dirlene Biggs

NOTARY PUBLIC - State of Kansas **KATHERINE DARLENE RIGGS** My Appt. Exp. 05/03



THIS AGREEMENT, Entered into this 28th day of January, 2013

Between The Gano Living Trust, dated August 14, 2009, A.E. Gano and Ruth Gano, Trustees or their successors in trust, 308 N 6th, Apt 5, Hill City, KS 67642, hereinafter called Lessor, and Paramount Land Inc., P.O. Box 1278, Cimarron, KS 67835, herinafter That Lessor, for and in consideration of the sum of MAGOD KING called Lessee, does witness:

____ dollars in hand paid and of the Ten and More covenants and agreements hereinafter contained to be preformed by the lessee, has this day granted, leased, and let 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 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 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 <u>Graham</u> State of <u>Kansas</u> and described as follows, to wit:

Township 09 South, Range 24 West

Section 36: SE/4

containing <u>160.00</u> acres, more or less.

This lease shall remain in force for a term of ___One (1) years (called "primary term") from and as long thereafter as 2. oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

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 (1/8th) 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 (1/8th) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipeline or into storage tanks.

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 4. 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 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.

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

In the event said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate 6. 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.

The lessce shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, 7. except water from existing wells of the Lessor. The lessee shall bury its pipe below plow depth and shall pay damages caused by its operations to 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.

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 in 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 the 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.

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may 9. 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 hereinafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

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 taxes, mortgages, or other liens existing, levied, or assessed on or against the 10 above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

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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 lease 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, 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, 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, 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, this lease shall remain in effect so long thereafter as there is production of oil or gas, 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, and if they result is production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas, and if they result is production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas, and if they result is production of oil or gas, 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 the accord or the provision of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion of the acreage covered the terms of said lease as to the portion of the acceage not released the terms of said lease as to the portion of the acceage not released the terms of said lease as to the portion of the acceage not released the terms and provisions of this lease shall continue and termain 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 or 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 there over, the primary term of this lease shall continue and remain in full force and effect for all purposes.

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 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 40 acress 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 640 acress each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten (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 not units not exceeding for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease whell be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease whell be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease whell be treated for all purposes, except the payment of royalties on production from the pooled unit, as if were included in this lease whell be treated for all purposes, except the payment of royalties on production from the pooled unit as a difference on any part of the pooled acreage it shall be treated as if production is found on any part of the pooled acreage it shall be treated as if production is not the land covered by this lease of not. Any well all be treated for all purposes, except the payment of royalties on the into a unit or units and into a unit or units and the production is found on any part of the pooled acreage it shall be treated as if production is not

15. Lessee or his Assigns shall restore the surface and the surface contours to their original condition as nearly as is reasonably practicable after drilling operations are completed on the above described premises.

16. 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, we sign the day and year first above written.

The Gano Living Trust

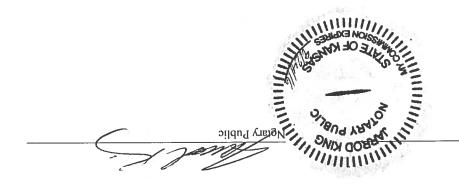
(A. E. Gano, Trustee)

VCKNOMLEDGEMENT FOR TRUST

| ·ss | (| COUNTY OF CEANAM |
|-----|---|------------------|
| | (| STATE OF Kansas |

Before me, the undersigned, a Notary Public, within and for said county and state on this 28 day of 3000, to personally appeared A.E. Gano and Ruth Gano, Trustees or their Successors in trust under the Gano Living Trust, dated August 14, 2009, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purpose therein set forth.

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



My commission expires 9114216

| For | ксс | Use ONLY | |
|-----|------|----------|--|
| API | # 15 | | |

Side Two

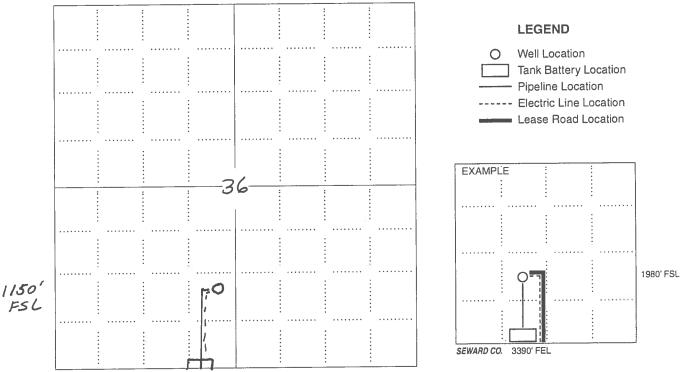
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

| Operator: HARTMAN OIL CO | Location of Well: County: 612AHAM |
|---------------------------------------|---|
| Lease: GANO ^{nit} /-3C | feet from N / K S Line of Section |
| Well Number: 1-36 | E / 🔀 W Line of Section |
| Field: WILdCAT | Sec. 36 Twp. 9 S. R. 29 🗌 E 🗶 W |
| Number of Acres attributable to well: | Is Section: 📈 Regular or 🔲 Irregular |
| | If Section Is Irregular, locate well from nearest corner boundary. Section corner used: NENNESESSW |
| | |

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.

GRAHAM CO. 2400'FWL

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).
- 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.