

| For KCC | Use: |
|------------|--------|
| Effective | Date: |
| District # | |
| SGA? | Yes No |

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1158279

Form C-1
March 2010
Form must be Typed
Form must be Signed
All blanks must be Filled

NOTICE OF INTENT TO DRILL

| | e (5) days prior to commencing well Surface Owner Notification Act, MUST be submitted with this form. |
|---|--|
| Expected Spud Date: | Spot Description: |
| month day year | |
| | (0/0/0/0) |
| OPERATOR: License# | feet from N / S Line of Section feet from E / W Line of Section |
| Name: | Is SECTION: Regular Irregular? |
| Address 1: | is SECTION: Regular Irregular? |
| Address 2: State: Zip: + | (Note: Locate well on the Section Plat on reverse side) |
| Contact Person: | County: |
| Phone: | Lease Name: Well #: |
| | Field Name: |
| CONTRACTOR: License# | Is this a Prorated / Spaced Field? |
| Name: | Target Formation(s): |
| Well Drilled For: Well Class: Type Equipment: | Nearest Lease or unit boundary line (in footage): |
| Oil Enh Rec Infield Mud Rotary | Ground Surface Elevation:feet MSL |
| Gas Storage Pool Ext. Air Rotary | Water well within one-quarter mile: |
| Disposal Wildcat Cable | Public water supply well within one mile: Yes No |
| Seismic ; # of Holes Other | Depth to bottom of fresh water: |
| Other: | Depth to bottom of usable water: |
| | Surface Pipe by Alternate: II II |
| If OWWO: old well information as follows: | Length of Surface Pipe Planned to be set: |
| Operator: | Length of Conductor Pipe (if any): |
| Well Name: | Projected Total Depth: |
| Original Completion Date: Original Total Depth: | Formation at Total Depth: |
| | Water Source for Drilling Operations: |
| Directional, Deviated or Horizontal wellbore? Yes No | Well Farm Pond Other: |
| If Yes, true vertical depth: | DWR Permit #: |
| Bottom Hole Location: KCC DKT #: | (Note : Apply for Permit with DWR) |
| ROODKI #. | Will Cores be taken? Yes No |
| | If Yes, proposed zone: |
| AFI | FIDAVIT |
| The undersigned hereby affirms that the drilling, completion and eventual plu | ugging of this well will comply with K.S.A. 55 et. seq. |
| It is agreed that the following minimum requirements will be met: | |
| Notify the appropriate district office <i>prior</i> to spudding of well: | |
| A copy of the approved notice of intent to drill <i>shall be</i> posted on each | n 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 | |
| 4. If the well is dry hole, an agreement between the operator and the dist | , |
| The appropriate district office will be notified before well is either plugg If an ALTERNATE II COMPLETION, production pipe shall be cemente | , |
| | 133,891-C, which applies to the KCC District 3 area, alternate II cementing |
| | e plugged. In all cases, NOTIFY district office prior to any cementing. |
| | |
| | |
| Submitted Electronically | |
| , | Remember to: |
| For KCC Use ONLY | - File Certification of Compliance with the Kansas Surface Owner Notification |
| API # 15 | Act (KSONA-1) with Intent to Drill; |
| Conductor pipe requiredfeet | - File Drill Pit Application (form CDP-1) with Intent to Drill; |
| | - File Completion Form ACO-1 within 120 days of spud date; |
| Minimum surface pipe required feet per ALTIII | - File acreage attribution plat according to field proration orders; |
| Approved by: | - Notify appropriate district office 48 hours prior to workover or re-entry; |
| This authorization expires: | Submit plugging report (CP-4) after plugging is completed (within 60 days); Obtain written approval before disposing or injecting salt water. |
| (This authorization void if drilling not started within 12 months of approval date.) | |

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

Spud date: _

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: | |
| | |



| 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 |
| 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 |
| | |
| Show location of the well. Show footage to the nearest le lease roads, tank batteries, pipelines and electrical lines, as req | LAT ease or unit boundary line. Show the predicted locations of uired by the Kansas Surface Owner Notice Act (House Bill 2032). eparate plat if desired. t. |
| | <u>. </u> |
| | LEGEND |
| | O Well Location |
| | Tank Battery Location |
| | Pipeline Location |
| | : Electric Line Location |
| | Lease Road Location |
| | ························ |
| | : |
| <u> </u> | 1750 EXAMPLE : |
| | |
| 24 | |
| | |
| | |
| | |
| | 1980' FSL |
| | |
| | |

In plotting the proposed location of the well, you must show:

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

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



Kansas Corporation Commission Oil & Gas Conservation Division

1158279 Form CDP-1
May 2010
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

| Operator Name: | | | License Number: |
|---|--|------------------------------------|--|
| Operator Address: | | | |
| Contact Person: | | | Phone Number: |
| Lease Name & Well No.: | | | Pit Location (QQQQ): |
| Type of Pit: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) | Pit is: Proposed If Existing, date co Pit capacity: | Existing nstructed: | SecTwp R East WestFeet from North / South Line of SectionFeet from East / West Line of Section |
| | | (bbls) | County |
| Is the pit located in a Sensitive Ground Water A | Area? Yes | No | Chloride concentration: mg/l (For Emergency Pits and Settling Pits only) |
| Is the bottom below ground level? | Artificial Liner? | No | How is the pit lined if a plastic liner is not used? |
| Pit dimensions (all but working pits): | Length (fe | et) | Width (feet) N/A: Steel Pits |
| Depth fro | om ground level to dee | epest point: | (feet) No Pit |
| material, thickness and installation procedure. | | liner integrity, ir | ncluding any special monitoring. |
| Distance to nearest water well within one-mile | of pit: | Depth to shallo Source of infor | west fresh water feet. mation: |
| feet Depth of water well | feet | measured | well owner electric log KDWR |
| Emergency, Settling and Burn Pits ONLY: | | Drilling, Work | over and Haul-Off Pits ONLY: |
| Producing Formation: | | Type of materia | al utilized in drilling/workover: |
| Number of producing wells on lease: | | Number of work | king pits to be utilized: |
| Barrels of fluid produced daily: | | Abandonment | procedure: |
| Does the slope from the tank battery allow all s flow into the pit? Yes No | spilled fluids to | Drill pits must b | pe closed within 365 days of spud date. |
| Submitted Electronically | | | |
| | KCC | OFFICE USE O | |
| Date Received: Permit Num | ber: | Permi | Liner Steel Pit RFAC RFAS it Date: Lease Inspection: Yes No |



1158279

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

| Select the corresponding form being filed: C-1 (Intent) CB-1 (C | athodic Protection Borehole Intent) |
|---|---|
| OPERATOR: License # | Well Location: |
| Name: | SecTwpS. R |
| Address 1: | County: |
| Address 2: | Lease Name: Well #: |
| City: State: Zip:+ | If filing a Form T-1 for multiple wells on a lease, enter the legal description of |
| Contact Person: | the lease below: |
| Phone: () Fax: () | |
| Email Address: | |
| Surface Owner Information: | |
| Name: | When filing a Form T-1 involving multiple surface owners, attach an additional |
| Address 1: | sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the |
| Address 2: | county, and in the real estate property tax records of the county treasurer. |
| City: State: Zip:+ | |
| the KCC with a plat showing the predicted locations of lease roads, tank | dic Protection Borehole Intent), you must supply the surface owners and batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted. |
| I certify that, pursuant to the Kansas Surface Owner Notice Adowner(s) of the land upon which the subject well is or will be lo CP-1 that I am filing in connection with this form; 2) if the form b form; and 3) my operator name, address, phone number, fax, are | ct (House Bill 2032), I have provided the following to the surface potential: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form the being filed is a Form C-1 or Form CB-1, the plat(s) required by this end email address. 1) cknowledge that, because I have not provided this information, the |
| task, I acknowledge that I am being charged a \$30.00 handling | ner(s). To mitigate the additional cost of the KCC performing this fee, payable to the KCC, which is enclosed with this form. |
| If choosing the second option, submit payment of the \$30.00 handling to form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 | fee with this form. If the fee is not received with this form, the KSONA-1 will be returned. |
| Submitted Electronically | |

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

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

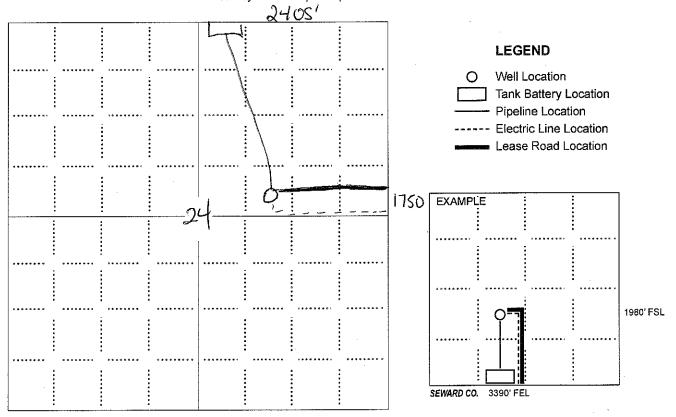
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

| Operator: Downing Nelson Oil Company, Inc. | Location of Well: County: Ellis |
|---|--|
| Lease: Wilma Schoedaller | 2,405 feet from X N / S Line of Section |
| Well Number: 2-24 | 1,750 feet from X E / W Line of Section |
| Field: Wildcat | Sec. <u>24 Twp. <u>14</u> S. R. <u>19</u> E X W</u> |
| Number of Acres attributable to well: 40 QTR/QTR/QTR/QTR of acreage: SW - SE - SW - NE | Is Section: Regular or Irregular |
| | If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW |

PLAT

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032).

You may attach a separate plat if desired.



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

In plotting the proposed location of the well, you must show:

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

Form 88-(Producers) Kan., Okla. & Colo. (12-63) Rev. Form

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OIL AND GAS LEASE

Reorder No. 09-116

2010

January

7

25th

Entered into this

THIS AGREEMENT,

Kansas Blue Print 700 S. Broadway PO Box 703 3 Weithin, NS 45201-0793 3 Me248-4034 - 204-5108 fax www.ktb.com - ktp@ktp.com

| | いっちつのちんりょうか |
|--|-------------|
| | |
| | |

| willing Schoendaller, a widow | and Downing Nelson Oil Company, Inc. 1. That lessor, for and in consideration of the sum of One (\$1.00) \$0.00.00. 2. That lessor, for and in consideration of the sum of One (\$1.00) \$0.00.00. 3. That lessor, for and in consideration of the sum of One (\$1.00) \$0.00.00. 3. Dollars in hand paid and other coverable the received lind, together with any reversionary rights therein, and with the right to untilize this lease and other coverable the control and gas leases as to all or any part of the lands covered thereby as hereinatine provided for the purpose of carrying on geological goophysical and tother exploration with including and the drilling, and operating for, producing and saving all of the oil (including but not limited to casinghed as and hellum and all other gases and all constituents of all gases) and for constructing roads. In the conomical operation of said land alone or conjoinity with neighboring lands, to produce, save, take care of, and manufacture all of survivering and described as a described as an an an analyse and described as a described as a described as | The Northeast Quarter (NE 4) and The North Half of the Southeast Quarter (N/2SE/4). This lease shall remain in force for a term of fig. (1) pars from date (herein called "primary term"), and as long thereafter as oil, gas, or the substances covered by this lease is or can be produced. The lease shall deliver as royally, free of cost, to leason at the wells, or to the credit of leason for such one-eighth (W) part of all oil (including but not limited to distillate and condomate) produced and saved from the lease way connect its wells, oil is run into the pipe line or into storage tanks, or at the market price at the wells in the field or area for oil of like grade and gravity prevailing to the season for such one-eighth (W) part to the season for such one-eighth (W) of the proved of a sovalty, one-eighth (W) of the proved of the season of white season for the market value of stank gas in the month of the well; as the part of stank gas to the proved at the month of the wells are shall in and therefore to keep this lease the form, lease shall pay or tender a royalty of one Dollar (S.1.00) per year per relative to keep this lease the form, lease shall pay or tender a royalty of the properties of the season of the samiversary date of this lease energy search the season of the season | Bank at the line within which drilling operations of said period shall pay or tender to lessor, or to the credit of lessor in the sum of the line within which drilling operations or mining operations shall be deemed to be commenced when the check or draft is so delivered or mailed. If said named or successor bank for any naming another bank to receive such payment or tender of rental until thirty days after lessor shall deliver to lessee a proper recordable instrument or make such payments or tenders. The above named or successor bank or any other sole on the leased appearations shall be deemed to be commenced when the first material is placed on the leased premises or when the first material is placed on the leased premises or when the first | be if at any time prior to the discovery of oil or gas on this land and during the primary term of this lease, the lessee shall drill a dry hole or dry holes on amount herelabove provided by the rental baying date, if any, next, ensuing after thirty (20) days following the completion of rentals in the manner and in the rental paying date, if any, next, ensuing after thirty (20) days following the completion of the dry hole, or if there be no such rental paying date, if any, next, ensuing after thirty (20) days following the completion of the dry hole, or if there be no such herein provided by the rental and the safe treath that he specially and the primary term. I in case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalities and rental shall be paid the sast lassor only in the proportion which his interest so acquired. S. The lesses 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 use paying crops on said and. No well shall be drilled nearer than 200 feet to the house or harm now on said lend for its operations to growing crops on said and wand remove all cashing, but lesses shall he under no obligation to do so, nor shall lesses the septembers, including the condition, where any alterations or changes were due to operations reasonably necessary under the pay budget or the pressure the surface to its operations. | Strators, successors and assigns. However, no change or in whole or in part and the provisions hereof shall extend to their heirs, devisees, executors, adminoid the lessee. No change of successors and assigns. However, no change or division in ownership of the lands, rentals, or royalities shall enlarge the obligations or diminish the rights either the original recorded instrument of conveyance or a duly certified copy that he had any deceased owner and of the probate in critical copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, fogether with devisee, administrators or appropriate, fogether with devisee, and of rentals made hereunder before receipt of said documents shall be binding on any and all direct or indirect assignees, grantees, administrators, executors, or hers of lessor. In the event this lease shall be binding on any and all direct or indirect assignees, grantees, shall not deeper or 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 of said rentals. | 10. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the promises may nevertheless be developed and operated owner bears and all ropatiles accuring hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate lease to the entire leased acreage. There shall be no obligation on the part of the lease to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, develor, descent or otherwise, or to furnish separate receiving or measuring tanks or devices. 11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the leases, at its oplinin, may pay and discharge in shell 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. | 12. Notwithstanding anything in this lease contained to the contrary. It is expressly agreed that If lessee shall commence to drill a well or commence retions are resisting well 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. Lessee may at any time and from time to time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or ments and liabilities thereafter accuring under the terms of said lease is surrendered and canceled said lease and determine and any rentals thereafter paid shall be not the proportion that the acreage covered thereby, then all payence of this lease shall coars and determine and any rentals thereafter paid shall be of this lease shall continue and remain in full force and effect for all purposes. | of all 14. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules or regulations (and interpretations thereof) for failure to comply with any of the express or implied provisions hereof it such failure accorded with any such and any such and such any such any such any such any such and such any such any such any such and such any such any such and such any such and such any such any such any such and such any such and such any such and such any such any such and such any such and such any such any such and such any such any such any such and such any | 15. Lessee is hereby granted the right, at any time and from time to time, either before or after production is obtained, to form or reform a unit or units after a production primarily of oil or production primarily of oil or production of oil of or production of oil of or oversize legal subdivisions); production primarily of gas with or without distillate a spacing pattern for the devolopment of the field or allocate a production from the production primarily of gas with or allocate a production of allowable. Lesse shall file written designations in the county in which the leased premises of such production from the leased premises whether or not the well or wells are located thereon. The entire acrease within a unit shall be treated for all purity of an order to form the leased premises whether or not the well or wells are located thereon. The entire acrease within a unit shall be as below provided, and except that in capture of only the unit, lesses except that the royalty on production from the unit shall be as below provided and except the mount of any rentals or shut in gas royalties, only that part of the acreage or signally leased and then actually embraced by this lease shall pay lessor, in lieu of other royalty only such proportion of the royalty on the oil of other royalty or any such proportion of the royalty only the part of oil of other royalty only the proportion of the royalty only or more of the norther obeyend and except therein on an acreage basis bears to the total acreage in the unit, or this royalty any one or more of the norther obeyend |
|-------------------------------|--|--|--|--|--|--|---|--|--|
| | and DO: I. T. | In Section 2. 7 any of the sign of the si | the time with mercenent of the form of the | his land, this in the factor and the factor and paying reased at the factor and not to the factor and not the factor when and, no well and, no well and, no draw ondition, when ondition, when ondition, when | 9. The strators, succording the lesses. If the lesses, little original record, or cet harmed, and a famed, a famed | 10. I owner hears to lease may now the may now twhole or in pre shell be subro | orking operations are prosections are prosections. I.3. I. y placing same rents and liable duced in the fittis lease si | 14. A lall governm refailure to lereof). If incortry having goot blee but the lale blee, but the left. | 15. I. covering the less that he less that and the street more than 640 a spacing patt are located in produce on such produce to such produce to such produce to such produce to located in respect to located in respect to last such produce the amount of his samount of his samount of his street is such produced to locate the located to located the located to located the located |

16. Should any one or more of the parties above named as lessor fail to execute this lease. If shall nevertheless be binding upon all such parties who do so the word "lessor" as used in this lease means the party or parties who execute this lease as lessor, although not named above.

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

If the execute the execute

cute it as les

Schoendaller

Wilma

702

S G PAGE

BOOK

| STATE OF COUNTY OF The foregoing instrument was acknowledged before me this day of and | INDIVIDUAL (KsOkCoNe) |
|--|---|
| My commission expires | Notary Public |
| STATE OF Lowson COUNTY OF Deany The foregoing instrument was acknowledged before me this the day of Labruch and by the foregoing instrument was acknowledged before me this the day of Labruch and the day of Labruch by the think the thi | TINDIVIDUAL (KsOkCoNe) |
| My commission expires 12-13-2010 Notary Public - State of Kansas BETTY J. ANDERS | Lette anders Seas Notary Public |
| STATE OF COUNTY OF The foregoing instrument was acknowledged before me this lind | INDIVIDUAL (KsOkCoNe) |
| My cummission expires | Notary Public |
| ACKNOWLEDGMENT FOR INDI ACKNOWLEDGMENT FOR INDI e foregoing instrument was acknowledged before me this day of | INDIVIDUAL (KeOkCoNe) |
| My commission expires | nnd |
| Date Date County Count | This instrument was filed for record on the Ody of Colors of Med My recorded in Book 736 Page 755 of the records of this office. By Albook 736 Odded. When recorded, return to Megister of Deeds. |
| The state of the s | |
| was acknowledged before me this day of | R CORPORATION (KsOkCoNe) |
| corporation, on behalf of the corporation. My commission expires | Notary Public |

ADDENDUM

This Addendum is made and entered into this 25th day of January 2010, with regard to that certain Oil and Gas Lease dated the date hereto and executed herewith which Oil and Gas Lease cover the following described real property in Ellis County, Kansas, to-wit:

Quarter Southeast Quant (14) South of the So Fourteen the North Half (24), Township Quarter (NE/4, ____ the four.
Northeast Quar.
174) of Section Twen.
19) West (N/2SE/

In addition to the terms of such Oil and Gas Lease, the parties agree as follows:

- such delay rental payments at Lessor's last known address or such other address as Lessor may designate to Lessee, in writing. Payment of such delay rental payment shall be deemed to be made by Lessee to Lessor on the date that such payment is deposited in the United States Mail by certified mail from the Lessee to the Lessor. This Lease is for a term of five (5) years with the first three (3) years being paid-up at the time of granting the Lease. The Lessee may, at it's option, extend the term of this lease for an additional two (2) years by payment of the delay rental called for in paragraph 5 of the Lease. If the Lessor does not specify a depository for the payment of the delay rentals the Lessee may tender to Lessor
- Lessee shall pay to Lessor or to Lessor's agricultural tenant, whenever it is appropriate, an additional \$5.00 per acre as liquidated damages Lessor hereby grants to the Lessee, its successors or assigns, the exclusive right to perform three dimensional seismic exploration on the leased premises for the consideration paid by the Lessee to the Lessor for the granting of this Oil and Gas Lease. for 3-D seismic exploration activities on the property. d
- Lessee acknowledges and agrees that upon abandonment of this Oil and Gas Lease, the Lessee will plug all wells drilled thereon by Lessee according to KCC regulations. 3
- ground and \$1,000.00 for tilled ground will be paid for each well drilled on the above described property. The Parties agree that minimum damages in the amount of \$500.00 for pasture 4

FURTHER PROVIDED that it is understood that the damages indicated represent liquidated damages for the activities contemplated on the property which damages are reasonable under the circumstances. It is not intended that this amount of liquidated damages will include unreasonable or unnecessary damages that might be caused to the property as a result of the Lessees activities thereon. Except for and to the extent of the provisions contained in this Addendum, the Oil and Gas Lease referred to hereinabove shall be in full force and effect and its terms shall control the operations of the Lessee on the leased property.

| By Wilman Salmendaller By: | |
|--|---|
| Wilma Schoendaller | WHITE LABOR WITH LABOR TO A TAKE TO |
| # * *** *** *** *** *** *** *** *** *** | |
| COUNTY OF Geary, ss. | |
| • | |
| BE IT REMEMBERED that on this 29th day of January | 2010, before me, the |
| undersigned, a Notary Public in and for the County and State aforesaid, came | - |
| Wilma Schoendaller, who are personally known to me to be the same | wn to me to be the same |
| persons who executed the within instrument of writing and such persons duly acknowledged the | duly acknowledged the |
| execution of the same. | |
| | |

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, on the day and year last

Betty anders

My Appointment Expires: 12-13-2010

Notary Public -- S BETTY J. A BETTY J. A My Appt. Exp. 13 STATE OF KANSAS }
ELLIS COUNTY
This instrument was filed for record

& GAS LEASE BY PAYMENT OF DELAY RENTAL AFFIDAVIT FOR EXTENSION OF OIL

a detector of Register of Debugs

redca. Of Sec

Ā

Fees

STATE OF KANSAS, COUNTY OF ELLIS, SS:

COMES NOW, Affiant, having duly been sworn upon his oath, and states:

That Affiant is a licensed and practicing attorney in the City of Ellis, Ellis County Kansas.

That Affiant is the attorney for and on behalf of Downing-Nelson Oil Co., Inc. \vec{c}

Downing-Nelson Oil Co., Inc., is the owner of an Oil and Gas Lease as described

hereinafter, to-wit:

3

Wilma Schoendaller, a widow, as Lessor, and Downing-Nelson Oil Co., Inc., as Lessee, and recorded on February 9, 2010 in Book 736 at Page 705 and Southeast Quarter (N/2 SE/4) of Section Twenty-four (24), Township Fourteen (14) South, Range Nineteen (19) West of the 6th P.M. Quarter (NE/4) and The North Half of the in the Office of the Register of Deeds of Ellis County, Kansas, 2010 between 25, January dated covering the Northeast Gas Lease and OII

Oil and Gas Lease beyond its primary term for the fourth and fifth year of the Lease as provided delay rental on December 20, 2012 in the amount of \$1,800.00 to Wilma Schoendaller, a widow Said payment was made on behalf of Downing-Nelson Oil Co., Inc., and extends the above described That under and pursuant to the terms of that Oil and Gas Lease the Affiant paid 4 therein.

FURTHER AFFIANT SAYS NOT.

WITNESS MY HAND this 20th day of December, 2012

GREGORY E.

COUNTY OF ELLIS, ss.: STATE OF KANSAS

a Notary Public in and for the County and State aforesaid, came GREGORY E. SAINDON, who is personally known to me to be the same person who executed the within instrument of writing and BEIT REMEMBERED, that on this 20th day of December, 2012, before me, the undersigned, such person duly acknowledged the execution of the same IN WITNESS WHEREOF, I have hereunto set my hand and official seal, on the day and year last above written.

Notary Public Ramora RAMONA NORTH Expires (2.2-2014 My Appt.

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2019 My Appointment Expires:

S I 5 PAGE BOOK