

OIL AND GAS LEASE

MTM Lease

Copy

AGREEMENT, Made and entered into the 30th day of January 2008 by and between Giles J. Thissen and Pat Thissen, His Wife

whose mailing address is 2742 East HWY 54, Kingman, KS 67068 hereinafter called Lessor (whether one or more), and MTM PETROLEUM, INC. PO Box 82 Spivey, KS 67142 hereinafter called Lessee:

Lessor, in consideration of ten or more Dollars (\$ 10.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, including gas, water, other fluids, and air into subsurface strata, laying pipe lines, setting oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, of the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Kingman State of Kansas described as follows to-wit:

South Half (S/2) of the Southwest Quarter (SW/4) & the South Half (S/2) of the North Half (N/2) of the Southwest Quarter (SW/4)

In Section 27 Township 27S Range 7W and containing 100 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8) at the market price at the well, (but as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender a royalty One Dollar (\$1.00) per acre per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessee owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessor's operation thereon, except water from the wells of lessor.

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

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

Lessee shall pay for damages caused by lessor's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessee hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessor'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 oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.



STATE OF KANSAS, KINGMAN COUNTY, AS: THE INSTRUMENT WAS FILED FOR RECORD ON THE 31st day of January, 2008 AT 10:25 O'CLOCK A.M. AND FULLY RECORDED IN OIL & GAS BOOK 27 PAGE 138 FEES \$2.00 [Signature] RECORDER OF DEEDS

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

Witness: [Signature] Giles J. Thissen Pat Thissen

158

MTM Lease Bad Description Well need to Refrain! Dec 4.9.08

STATE OF Kansas

COUNTY OF Kingman

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 30th day of January 2008

by Giles J. Thissen and Pat Thissen

My commission expires 6/14/2011



Nicholas D. Miller
Notary Public

STATE OF _____

COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this _____ day of _____

by _____ and _____

My commission expires _____

Notary Public

STATE OF _____

COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this _____ day of _____

by _____ and _____

My commission expires _____

Notary Public

STATE OF _____

COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this _____ day of _____

by _____ and _____

My commission expires _____

Notary Public

No. _____

OIL AND GAS LEASE

FROM _____

TO _____

Date _____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____ County _____

STATE OF _____

County _____

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

By _____ Registrar of Deeds.

When recorded, return to _____

STATE OF _____

COUNTY OF _____

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

The foregoing instrument was acknowledged before me this _____ day of _____

by _____ of _____ a _____

corporation, on behalf of the corporation.

My commission expires _____

Notary Public

CORRECTION OF LEASE DESCRIPTION

Lease No. _____

Know All Men by These Presents: That,

WHEREAS, MTM Petroleum, Inc. is the present owner and holder of that certain oil, gas and mineral lease dated January 30, 2008, recorded in Volume O/G 0-24, Page 158, of the Register of Deeds of KINGMAN County, KANSAS, executed by Giles J. Thissen and Pat Thissen, his wife

as Lessor in favor of MTM Petroleum, Inc. as Lessee, covering 100 acres, more or less, of land, located in KINGMAN County, KANSAS to which lease and to the record thereof reference is here made for description of said land; and,

WHEREAS, the description contained in said lease was believed by Lessor and Lessee to cover, and was intended by Lessor and Lessee to cover all land and interest in land owned by Lessor as hereinafter described; and,

WHEREAS, since the execution of said lease it has been discovered that such description as contained in said lease does not perfectly and adequately describe the property leased and intended by Lessor and Lessee to be leased thereby, and it is the desire of Lessor and Lessee to amend and correct such description so as correctly to show the land and interest in land intended by the parties to be leased thereby.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid, the receipt of which is hereby fully acknowledged and confessed, and the further consideration of the obligations and agreements in such lease contained, Giles J. Thissen and Pat Thissen, his wife

Lessor, for the purposes above set forth, hereby acknowledge and agree that such lease covers and was intended to cover the following described land, to-wit:

TOWNSHIP 27 SOUTH, RANGE 7 WEST:

Section 27: The S/2 SW/4 and the S/2 N/2 SW/4 Except the East 538' thereof Lying North of the North line of U.S. 54 right of way.



STATE OF KANSAS, KINGMAN COUNTY, AS: THIS INSTRUMENT WAS FILED FOR RECORD ON THE 7 DAY OF AUG. A.D. 2008 AT 10:00 O'CLOCK A.M. AND DULY RECORDED IN O/G BOOK 0-25 PAGE 184 FEE \$ 8.00 Susan M Hubbell RECORDER OF DEEDS BY Anna A Hager DEPUTY

Said lease also covers and includes any gore or narrow strip of land owned or claimed by lessors adjacent or contiguous to the land particularly described above, whether the same be in said surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

For the purpose of calculating the payments hereinafter provided for, said land is estimated to comprise 100 acres, whether it actually comprises more or less.

And the description contained in such lease is hereby amended and corrected as shown above in order to show the true agreement of the parties. And Lessors do hereby ratify, adopt and confirm said lease and extend the same to cover the land as herein correctly described, the same as though such description had been originally written therein, and do grant, lease and let exclusively unto

MTM Petroleum, Inc. its successors and assigns, such immediately above described land for the purposes and upon the terms, conditions, provisions and agreements in such lease contained and to which reference is here made therefore, it not being intended hereby, however, to supersede or novate in any way such lease as to the land leased therein and intended to be leased therein, and such lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date of its execution.

WITNESS our hands, this 6th day of August, A. D. 2008

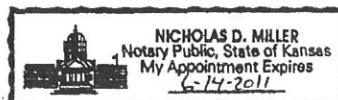
WITNESSES:

Signatures of Giles J. Thissen, Pat Thissen, and Marvin A. Miller (Agent LESSEE).

STATE OF KANSAS COUNTY OF KINGMAN ACKNOWLEDGMENT FOR INDIVIDUAL (K&OkCoNe) The foregoing instrument was acknowledged before me this 6th day of August, 2008 by Giles J. Thissen and Pat Thissen, his wife and Marvin A. Miller

My commission expires 6-14-2011 Notary Public

SCANNED



OIL AND GAS LEASE

Recorder No. 09-115



P.O. Box 790 Wichita, KS 67201-0790 1-866-4KSBLEUE 1-318-264-8344 Wichita 1-318-264-8165 fax www.k&p.com • k&p@k&p.com

Giles Thissen (2)

AGREEMENT, Made and entered into the 1st day of January 2008 by and between Giles J. Thissen and Pat Thissen also known as Patricia Thissen, his wife

whose mailing address is 2742 East Highway 54 Kingman, Kansas 67068 hereinafter called Lessor (whether one or more), and Debra D. Fitzgerald hereinafter called Lessee:

Lessor, in consideration of Ten & More Dollars (\$10.00 & More) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for their employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of KINGMAN State of KANSAS described as follows to-wit:

TOWNSHIP 27 SOUTH, RANGE 7 WEST: Section 27: S/2 S/2 NE/4 Less the East 116 rods of the S/2 S/2 S/2 NE/4, 25.5 acres more or less. Section 27: N/2 N/2 N/2 SE/4 Less East 116 rods thereof, 5.5 acres more or less. Section 27: West 2 rods of the East 118 rods of that part of the balance of SE/4 lying North of the 54 Highway Right of Way, 1.02 acres more or less. Section 27: S/2 S/2 NW/4, 40 acres more or less. Section 27: N/2 N/2 SW/4 Less East 538' of S/2 N/2 N/2 SW/4, 36 acres more or less.

In Section 27 Township 27 South Range 7 West and containing 108.02 acres, more or less, and all accretions thereto. Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8) at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

Lessee or its assigns will consult with Lessor regarding routes of ingress and egress, prior to commencing any operations.



STATE OF KANSAS, KINGMAN COUNTY, AS: THIS INSTRUMENT WAS FILED FOR RECORD ON THE 26 DAY OF March A.D. 2008 AT 10:25 O'CLOCK A.M. AND DULY RECORDED IN 076 BOOK 025 PAGE 9 FEE \$ 12.00 James M. Stallard RECORDER OF DEEDS

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses: Pat Thissen, Giles J. Thissen

Notary Public

My commission expires

corporation, on behalf of the corporation.

of _____

by _____

The foregoing instrument was acknowledged before me this _____ day of _____

STATE OF _____ COUNTY OF _____
ACKNOWLEDGMENT FOR CORPORATION (K&OCoNe)

OIL AND GAS LEASE

FROM

No. _____

TO

Date _____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

County _____

STATE OF _____

County _____

This instrument was filed for record on the _____

day of _____

at _____ o'clock _____ M., and duly recorded

in Book _____ Page _____ of _____

the records of this office.

By _____ Register of Deeds.

When recorded, return to _____

Notary Public

My commission expires

by _____

The foregoing instrument was acknowledged before me this _____ day of _____

STATE OF _____ COUNTY OF _____
ACKNOWLEDGMENT FOR INDIVIDUAL (K&OCoNe)

Notary Public

My commission expires

by _____

The foregoing instrument was acknowledged before me this _____ day of _____

STATE OF _____ COUNTY OF _____
ACKNOWLEDGMENT FOR INDIVIDUAL (K&OCoNe)

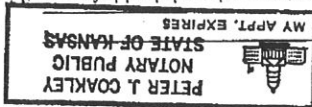
Notary Public

My commission expires

by _____

The foregoing instrument was acknowledged before me this _____ day of _____

STATE OF _____ COUNTY OF _____
ACKNOWLEDGMENT FOR INDIVIDUAL (K&OCoNe)



My commission expires November 12, 2010

Peter J. Coakley
Notary Public
Peter J. Coakley

by _____

The foregoing instrument was acknowledged before me this 24th day of March 2008
Giles J. Thissen and Pat Thissen also known as Patricia Thissen, his wife

STATE OF KANSAS COUNTY OF KINGMAN
ACKNOWLEDGMENT FOR INDIVIDUAL (K&OCoNe)

Exhibit A

Township 27 South - Range 7 West:

Section 27: A tract of land in the S/2 Section 27-27S-7W described as follows: Commencing at the center Section corner thence in a Southerly direction along the quarter Section line a distance of 331' for a place of beginning; thence left in an Easterly direction 576.4'; thence Right 89 degrees 50 minutes in a Southerly direction 1,344.3' to U.S. 54 Right-of-Way; thence Right 55 degrees 27 minutes in a Southwesterly direction along U.S. 54 Right-of-Way line 677.3' to quarter Section line; thence continuing Southwesterly direction along U.S. 54 Right-of-Way line 468'; thence Right 16 degrees 49 minutes in a Southwesterly direction 200'; thence Right in a Northerly direction 2,056'; thence Right in an Easterly direction 538' to the place of beginning.

A SCHWETTZ MITCHELL

1-28-13

O. L. ANNE

335

G. E. P.

Thissen 27

S. J. Thissen

DO

MAY

Alargers

Thissen

1-28-13
W. J. Thissen
Herrink

Herrink

Wallace

Handwritten notes and markings at the bottom of the page, including a large arrow pointing left and some illegible text.