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63U (Rev. 1995)

OIL AND GAS LEASE

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| OIL A | and gas lease | | metaryph dent - typl@ppb.com |
|--|---|--|--|
| AGREEMENT, Made and entered late the 30th day of | January | 2008 | |
| y and between Giles J. Thissen and Pat | Thissen, His Wi | fe | |
| | | | |
| | | | |
| | | | |
| hose mailing address in 2742 East HWY 54, Kit | ngman, KS 67068 | | |
| | | | essor (whether one or more), |
| MTM PETROLEUM, INC. PO Box 82 | Spivey, KS 671 | 42 | |
| | | | , hereinafter caller Lesses: |
| Leaser, in consideration of ten or more | Do | Hara (\$ 10.00) in | hand paid, receipt of which |
| here acknowledged and of the royalies herein provided and of the agreement invanigating, exploring by geophysical and other means, prospecting drill neithern products interesting as water, other fluids, and at less such | ing, mining and operating for and pr | rby grants, leases and less exclusively oducing oil, liquid hydrocarbons, all | unto lessee for the purpose |
| d things the man to mandage as un take man of south more from | trace, saying pipe times, moring ou, but | icing tanks, power stations, telephon | e lines, and other structures |
| oducis manufactured therefrom, and housing and otherwise caring for its emercia situated in County of Kingman | suce of Kansas | together with any reversionary rights | and after acquired interest, |
| South Half (S/2) of the Southwe | | | |
| South Half (S/2) of the North H | lalf (N/2) of th | 9) & the | * |
| Quarter (SW/4) | ALL (N/L) OL LII | e southwest | |
| | | | |
| 25 | | | |
| Section 27 27S | 7W and contain | 100 | scree, more or less, and all |
| retions thereto. Subject to the provisions herein contained, this issue shall remain in fo oil, buyish hydrocarbons, san or other remertion constituent manuscript. | . Three(3) | | |
| and the second s | of them, is produced from said land of | rs from this date (called "primary ter land with which said land is pooled. | m"), and as long thereafter |
| 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 we in the lessed premises. | hich lastes | Paral about the state and the | |
| | | | |
| 2nd. To pay lessor for gus of whatsoever nature or kind produced and he market price at the well, (but, as to gus mold by lessee, in no event more moses, or in the managing care of products theseform said nanyments to be a | I sold, or used off the premiers, or use than one-eighth (%) of the proceeds : | d in the manufacture of any product serived by lessee from such sales), fo | therefrom, one-eighth (14), r the me sold, used off the |
| royalty One Dollar (\$1.00) per year per net mineral acre retained hereunde | sde monthly. Where gas from a well ; r, and if such payment or tender is n | rodecing gas only is not sold or used and it will be considered that gas is | , lessee may pay or tender being produced within the |
| This leave may be maintained during the unbran ton box 6 34 | | | |
| his lease or any extension thereof, the leasers shall have the right to drill as d in paying quantation, this lease shall continue and be in force with like of | ich well to completion with reasonable | e diligence and dispatch, and if oil or | gas, or either of them, be |
| | | ate therein, then the royalties herein | mea. provided for shall be paid |
| said lessor only in the proportion which lessor's interest bears to the whole: Lessoe shall have the right to use, free of cost, gas, oil and water produc | | | |
| when requested by lessor, lessoe shall bury lesson's pips lines below plot | e depth. | | · resur. |
| No well shall be drilled mearer than 200 feet to the house or barn now or Lessee shall pay for damages caused by lesses's operations to growing o | said premises without written conser | at of lessor. | |
| Lesses shall have the right at any time to remove all machinery and fix | tures placed on said premises, includir | ig the right to draw and remove casin | z. |
| of the state of either party hereto is assigned, and the privilege of a | setuning in whole or in part is expre | ssly allowed, the covenants hereof s | hall extend to their heirs, |
| er has been furnished with a written transfer or assignment or a true copy a respect to the assigned portion or portions arising subsequent to the date of | thereof. In case lessor assigns this less assignment. | se, in whole or in part, lesses shall be | relieved of all obligations |
| Letter may at any time execute and deliver to lessor or place of record ender this lease as to such portion or portions and he relieved of all obligation | a release or release envering one of | ortion or portions of the above descri | bed premises and thereby |
| All express of implied revenants of this lane shall be subject to all Par | | rs, Rules or Regulations, and this less | e shall not be terminated, |
| ulation. | ewith, it compliance is prevented by, | or is such failure in the result of, any | such Law, Order, Rule or |
| Lessur hereby warrants and agrees to defend the title to the lands herein mortingers, tasces or other here on the above described lands, in the event of lessons, for thereasiless and their heirs accesses and assistant hereby | described, and agrees that the lesses a | hall have the right at any time to rede | em for lessor, by payment |
| ed femores, for theraselves and their heirs, successors and assigns, hereby aid right of dower and homestend may in any way affect the purposes for wi | surrender and release all right of dovince this lease is made, as regited here | er and homestend in the premises d | escribed herein, in so far |
| Lessee, at its option, is hereby given the right and names to need as asset | Alma the common a const hought to | | nd, lease or leases in the |
| ediate vicinity thereof, when in leases judgment it is necessary or advi- servation of oil, gas or other minerals in and under and that may be produ- nits not exceeding 40 acres such in the event of an all well, or into a unit of in the conveyance records of the country in which the least begin less. | can this write brautises, sect booting | to be of tracts contiguous to one and | her and to be into a unit |
| rd in the conveyance records of the county in which the land herein lean | ed is situated an instrument identify | ing and describing the pooled acres, | ge. The entire acreage so |
| thes elsewhere beerin appelled lessor shall receive an application form | sense! attentiet rite Mait of Addin Da 400 | ated on the premises covered by this | ease or not. In lieu of the |
| ed in the unit or his royalty interest therein on an acreage basis bears to the | total acreage so pooled in the particul | ar unit involved. | e amount of his acreage |
| | | | |
| | 10 0730 PD | Chile Da KONCAS Ki | NGMAN COUNTY. AS: |
| | | THE DRIVE SEAT WAS FR | ED FOR RECORD ON THE |
| | E creat | 31 min thinky | D. 2008 AT 10 23 |
| | 1. 2 | COLLIA A M. AND BOLL | RECORDED IN O / S |
| | Mary Comment | BUILT PAGE 73 | B Fitts 100.00 |
| | ** *********************************** | All III All | RECORDER OF DEEDS |
| | | | LEGAUSTICAL DELEG |
| - Boyas to | on the later of the organization and the second | | |
| A Company of the Comp | <u>, </u> | | |
| IN WITNESS WHEREOF, the undersigned execute this instrument as of | the day and year first above written. | n 1 | |
| | 21 0 | 1 7/ | |
| | - July | 1 / Rysin | |
| | Giles J. 4 | hissen | |
| | PATA | ed diag | |
| | Dat mhia | LIXXIII | |
| | Pat Thisse | п | |

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But Description Well about to

| TATE OF Kansas OUNTY OF Kingm | |
|--|--|
| Giles J. Thissen | nnd Pat Thissen |
| 6/14/2011 | M AM |
| y commission expires 6/14/2011 | NICHOLAS D. MILLER Notary Public |
| 1 | Notary Public, State of Kenses My Appointment Expires |
| ATE OF | 577-304 |
| OUNTY OF | ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) this day of |
| | ind |
| | |
| commission expires | |
| a a | Notary Public |
| ATE OF | |
| UNITY OF | THE THE PARTY OF T |
| turegoing instrument was acknowledged before | this day of and |
| | und |
| commission expires | |
| | Notary Public |
| | |
| TE OF | ACKNOWLEDGMENT FOR INDIVIDUAL (KaOkCoNe) |
| foregoing instrument was acknowledged before n | his day of |
| | und |
| OIL AND GAS LEASE FROM TO | No. of Acres County County County This instrument was filed for record on the day of Precorded in Book Parke not Deeds. Register of Deeds. By Register of Deeds. |
| E OF VTY OF pregoing instrument was acknowledged before me | |

Notary Public

CORRECTION OF LEASE DESCRIPTION

| Lease | No |
|-------|----|
| Lease | No |

| now All Men by These Presents: That | |
|---|---|
| WHEREAS, MIM Petroleum, Inc | The Dream of Lall of L |
| neral lease dated January 30, 2008 | is the present owner and holder of that certain oil, gas and recorded in Volume O/G 0-24, page 158 Register of De |
| KINGMAN Coun | |
| Pat Thissen, his wife | executed by |
| | |
| Lessor in favor of MTM Petroleum. | |
| Lessee, covering | less, of land, located in KINGMAN County, KANSAS |
| WHEREAS the description and in the | is here made for description of said land; and, |
| or all land and interest in land owned by Lesson | d lesse was believed by Lessor and Lessee to cover, and was intended by Lessor and Lessee to or 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 |
| | stended by Lessor and Lessee to be leased thereby, and it is the desire of Lessor and |
| he parties to be leased thereby. | ad correct such description so as correctly to show the land and interest in land intended |
| NOW, THEREFORE, for and in consideration | on of the sum of One Dollar (\$1.00) to us in hand paid, the receipt of which is hereby |
| y acknowledged and confessed, and the further | consideration of the obligations and agreements in such lease contained, |
| iles J. Thissen and Pat Thisse | en, his wife |
| sors, for the purposes above set forth, hereby as | cknowledge and agree that such lease covers and was intended to cover the following de- |
| bed land, to-wit; | |
| WNSHIP 27 SOUTH, RANGE 7 WEST | • |
| | e S/2 N/2 SW/4 Except the East 538' thereof Lying North |
| of the North line of | f U.S. 54 right of way. |
| | STATE OF KANSAS, KINGMAN COUNTY, AS |
| | THIS INSTRUMENT WAS FILED FOR RECORD ON THE |
| | O'CLOCK A_M, AND DULY RECORDED IN Q/G |
| | 5 Sent 9 BOOK 2-25 PAGE 184 FEE\$ 8.00 |
| | Sausan III Stubbell |
| | RECORDER OF GEEDS |
| | DEPUTY |
| Said lease also covers and includes any gore or larly described above, whether the same be in sa ticularly described above. | r narrow strip of land owned or claimed by lessors adjacent or contiguous to the land par- iid surveys or in adjacent surveys, although not included within the boundaries of the land |
| For the purpose of calculating the payments he ther it actually comprises more or less. | ereinafter provided for, said land is estimated to comprise |
| And the description contained in such lease is hies. And Lessors do hereby ratify, adopt and co | hereby amended and corrected as shown above in order to show the true agreement of the infirm said lease and extend the same to cover the land as herein correctly described, the |
| as though such description had been origin | tally written therein, and do grant, lease and let exclusively unto |
| TM Petroleum, Inc. upon the terms, conditions, provisions and agr g intended hereby, however, to superside or no put such lesse is expressly affirmed, ratified an | its successors and assigns, such immediately above described land for the purposes rements in such lesse contained and to which reference is here made therefore, it not owats in any way such lesse as to the land lessed therein and intended to be effective and binding for all purposes as of the date of its execution. |
| WITNESS our hands, this 4 day | |
| | of, A. D |
| TNESSES: | el D. D. A. |
| , , , , , , , , , , , , , , , , , , , | Jells & Messin |
| | Giles J. Thissen |
| | 1/04/07/ |
| 949 - 1944 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - 1945 - | V Vall China am |
| | Pat Thissen |
| | Pat Thissen |
| | Man Wash |
| | Pat Thissen Pat Thissen By Marvin A. Miller Agent |
| | Man Wash |
| | (By Marvin A. Milder |
| KANCAS | (By Marvin A. Milker |
| TE OF KANSAS | VBy Marvin A. Milker Agent LESSEE. |
| NTY OF KINGMAN | ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) |
| TE OF | ACKNOWLEDGMENT FOR INDIVIDUAL (KeOkCoNe) This en his wife Marvin A. Miller ACKNOWLEDGMENT FOR INDIVIDUAL (KeOkCoNe) ACKNOWLEDGMENT FOR INDIVIDUAL (KeOkCoNe) |
| TE OF KINGMAN OF KINGMAN OF KINGMAN | ACKNOWLEDGMENT FOR INDIVIDUAL (KaOkCoNe) acknowledgment for Individual (KaOkCoNe) August 364 2008 |
| TE OFKINGMAN OFKINGMAN OF GROUND INSTRUMENT WAS SCHOOLEDGED before | ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) This en his wife Marvin A. Miller ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) |

SCANNED

63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No 09-115



F.O. Box 793 Wichita K.S., 67201-0793 1-886-4KSBLUE 1-318-264-8344 Wichita 1-318-284-8186 fax

| Ist January | 2008 |
|--|---|
| AGREEMENT, Made and entered into theday of | <u> </u> |
| y and detween | |
| | |
| | |
| those mailing address is 2742 East Highway 54 Kingman, Kansas 67068 hereinafter called Lessor (whether one or | morė), |
| Debra D. Fitzgerald | |
| , bereinafter caller L | |
| Lessor, in consideration of Ten & More Dollars (\$ 10.00 & More) in hand paid, receipt of victors and led exclusively unto lessee for the pure acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, lesses and lets exclusively unto lessee for the pure | vhich |
| f investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respondences, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structure of the state of the | otive ctures other |
| nerein situated in County of KINGMAN State of KANSAS described as follows to COWNSHIP 27 SOUTH, RANGE 7 WEST: | |
| ection 27: S/2 S/2 NE/4 Less the East 116 rods of the S/2 S/2 NE/4,25.5 acres more ection 27: N/2 N/2 N/2 SE/4 Less East 116 rods thereof. 5.5 acres more or less | or |
| ection 27: N/2 N/2 N/2 SE/4 Less East 116 rods thereof, 5.5 acres more or less. | Îε |
| ection 4/; west / rods of the Kagt IIX rode of that nart of the belease of CE// 1 | Nort |
| of the 54 Highway Right of Way, 1.02 acres more or less. ection 27: S/2 S/2 NW/4, 40 acres more or less. ection 27: N/2 N/2 SW/4 Less East 538' of S/2 N/2 N/2 SW/4, 36 acres more or less. | |
| action 27. N/2 N/2 SW/4 Less East 538 of S/2 N/2 N/2 SW/4, 35 acres more or less. Section 27 Township 27 South Range 7 West and containing 108.02 acres, more or less, at | nd all |
| Subject to the provisions bord and daily and the last of the provisions thereto. | |
| Subject to the provisions herein contained, this lesse shall remain in force for a term ofThree(3) years from this date (called "primary term"). and as long there is it, 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. | arter |
| lst. 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 (%) part of all oil produced and a | |
| om 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-eight | n (1/4), |
| the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used of emisse, 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 to 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 eaning of the preceding paragraph. | ff the ender |
| This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lease shall commence to drill a well within the this lease or any extension thereof, the lease shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of the und in paying quantities, this lease shall continue and be in force with like effect as if such lad been completed within the term of years first mentioned. | term n, be |
| 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 set asid lessor only in the proportion which lessor's interest bears to the whole and undivided fee. | paid |
| Leasee 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 leasor. | |
| When requested by lessor, lesses shall bury lesses'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. | |
| Leasee 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 heaters, 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 use 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 obligate the respect to the assigned portion or portions arising subsequent to the date of assignment. | r the |
| 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 the trender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered. | reby |
| 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 termin 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, Rugulation. | sted, le or |
| 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 payor mortagas, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subregated to the rights of the holder thereof, and the ur med lessors, for themselves and their heirs, successors and assigns, hereby surrender and testes all right of dower and homestead in the premises described herein, in so | ıder- |
| 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 |
| mediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lesse premises so as to promote necessarial to an under and that may be produced from said premises, such pooling to be of tracts configuous to one another and to be into a units not exceeding 40 acres each in the event of a gas well. Lessee shall execute in writing cord in the conveyance records of the county in which the land herein lessed is situated an instrument identifying and describing the pooled acreage. The entire acress cled into a tract or unit shall be treated, for all purposes except the payment of royalities on the pooled acreage, it shall be treated, for all purposes except the payment of royalities on the pooled acreage, it shall be treated as if production is half from this issee, where her we have the payment of the control of the pooled acreage, it shall be treated as if production is half from this issee, where the well appecified, lessed when the pooled acreage, it shall be treated as a for production from a unit so pooled only such portion of the royalty situated herein as the amount of his acre | the unit and e so n is the |
| aced in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved. Essee or its assigns will consult with Lessor regarding routes of ingress and egress, p | |
| commencing any operations. | 1101 |
| STATE OF KANSAS, KINGMAN COUNTY, THIS INSTRUMENT WAS FILED FOR RECORD OF DAY OF MAIN AND DULY RECORDED IN O | AS: |
| BOOK 125 PAGE FEES 12.00 RECORDER OF D | EEDS |
| | |
| IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. | |
| For There of the | |
| Pat Thissen | - |
| Giles J. Thissen | |

| Notary Public | יול בטווווווווווווווווווווווווווווווווווו |
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| f of the corporation. | |
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| nent was acknowledged before me this | OUNTY OF |
| ACKNOWLEDGMENT FOR CORPORATION (K*OkCoNe) | TATE OF |
| TO Date Section Section STATE OF County at in Book the records the records When records | OII |
| Date Twp Rge Section Twp Rge No. of Acres Term County County This instrument was filed for record on the at o-clock M., and duly recorded in Book page of the records of this office. Register of Deeds. Hy Register of Deeds. When recorded, return to | OIL AND GAS LEASE |
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| Pildug Valary Public | igxs noissimmov yM |
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| ment was acknowledged before me this day of ind | ph |
| ACKNOWLEDGMENT FOR INDIVIDUAL (K&OkCoNe) | COUNTY OF |
| | STATE OF |
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| νοίατγ Ρυδίο | iqx9 noissimmos yM |
| pun | n'q |
| iment was acknowledged before me this | COUNTY OF The foregoing instru |
| ACKNOWLEDGMENT FOR INDIVIDUAL (K&OkCoNe) | STATE OF |
| Νοιατy Ραδίες | dx9 noissimmos yM |
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| ument was acknowledged before me this hay of | The toregoing instru |
| MAY PAPT. EXPIRES ACKNOWLEDGMENT FOR INDIVIDUAL (K. ©O. C. O. W. O. P. C. C. O. C. O. C. O. C. O. C. | STATE OF COUNTY OF |
| PETER J. COAKLEY Notary Purity Notary Purity | destination |
| November 12, 2010 | qx9 noissimmos yM |
| Thissen and Pat Thissen also known as Patricia "Thissen, his wife | hy Giles J. |
| NGMAN NG | The foregoing instri |
| ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) | |

10481337 Jussi SCANNED

OIL AND GAS LEASE

(Paid-up) Kans. - Okla. - Colo.

| THIS AGREEMENT, entered into this <u>20th</u> day of <u>January</u> , 2011, by and between <u></u> |
|--|
| James A Thissen and Hariean Thissen, Huslees of the games and the same |
| 2425 SW Westport Dr hereinafter |
| Topeka, Kansas 66614-1913 called lessor and American Energies Corporation, 155 N. Market, Suite 710, Wichita, Kansas 67202, hereinafter called lessee, does witness: |
| 1. That lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to untilize 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 any part of 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 strate, and for constructing roads, laying pipe lines, building lanks, storing oil, building power stations, elegtical lines and other structures thereon necessary or convenient for the economical operation of said land alone or contiguity with acceptant 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 substances into the substances are produced. Township 27 South, Range 7 West: Section 27: A 44 acre tract in the S/2 of Sec 27-275-7W more fully described on Exhibit A |
| containing 44 acres more or less. |
| 2. This lease shall remain in force for a term ending January 24, 2014 (called *primary term*) 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. |

- 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) royally the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
- 4. The lessee shall pay to 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 a shul-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 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 and oil found on said land for its operations. The lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of the 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 obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any euro due or the sense. shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator of 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 payments 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 obligations on the part of the lessee to offset wells on separate tracts into which the land covered by the lease may now or hereafter 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 any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any
- 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 after 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 provision 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 of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the least six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
- 14. Lessee, at its option, is hereby given the 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 160 acres each in the event of an oil well, or into a unit or units not exceeding 160 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of len percent (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 payments 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 any 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 sitpulated 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.
- 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 James and Harlean Thissen Joint Revocable Trust, dated 9-24-07 Harlaan Thissen, Trustee

James A Thissen, Trustee

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ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo,)

| STATE OF Kansa | ·) | | | * |
|---------------------------|-----------|---|----------------------|----------------------------------|
| COUNTY OF Share | ynee) ss. | | • | |
| riustees of The James and | | e this 27 day of Jocable Trust, dated 9-24-07 | anuary, 2011 by Jame | es A Thissen and Harlean Thissen |
| My appointment expires | 2-14-2014 | | Sharon B | . Stil |
| . * | | Sharon B. Efird | Sharon B. Efird | Notary Public |
| | INUIARY | PUBLIC-STATE OF KANSAS EXP: 2-16-2014 | | |

STATE OF KANSAS, KINGMAN COUNTY AS:
THIS INSTRUMENT HAS FILED FOR RECORD ON
AND DULY RECORDED IN
Book: OG30 Page: BO
ed: 3

Pages Recorded; 3

SUSAN M HUBBELL, RECORDER OF DEEDS: AME M Shubel

Date Recorded: 2/2/2011 B:15:00 AM

Book: 0G30 Page: 80

Exhibit A

Township 27 South - Range 7 West:

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

