Lu Ann Brister Register of Deeds Stafford County, KS Book: Receipt #: 12196 147 Total Fees: \$16.00 Pages Recorded: 3

Date Recorded: 12/2/2011 9:34:40 AM

### OIL AND GAS LEASE

AGREEMENT, Made and entered into the 7th day of October , 2011 by and between Concept Commercials, R. Joe Southard, President whose mailing address is P.O. Box 894, Great Bend, Kansas 67530 hereinafter called Lessor (whether one or more), and Charter Energy,

Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, receipt of which is hereby 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 there from, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Stafford . State of described as follows to-wit:

The Northeast Ouarter (NE/4)

In Section 32 Township 22 S Range 14 W and containing 160.00 acres, more or less, and all accretions thereto.

Subject to the provision herein contained, this lease shall remain in force for a term of 2 years from this date (called "primary term"), with an option for 2 additional year(s) with the payment of \$ 15.00 per acre, and as long thereafter as oil, liquid hydrocarbons or other respective constituents 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:

1<sup>st</sup>. 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 in the manufacture of products there from, 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 gas sold, used off the premises, or in the manufacture of products there from, 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

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

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.

If said land is now or hereafter owned in severalty or in separate tracts, this lease shall nevertheless be developed and operated as one lease and all royalty and shut-in royalty accruing hereunder shall be treated as an entirety and divided among such separate owners in the proportion that the acreage (or royalty interest therein on an acreage basis) owned by each bears to the entire leased acreage. Lessee shall have no obligation to offset wells on separate tracts into which said land may be divided, or to furnish separate measuring or receiving tanks. If this lease is assigned as to a part or parts of said land, all rental payable hereunder shall be apportioned between and thereafter payable by the several leasehold owners in the proportion that the acreage owned by each bears to the entire leased acreage, and default in rental payment by anyone shall not defeat or affect the rights of any other leasehold owner. In calculating rental and shut-in royalty payments, said land shall be treated as comprising the number of acres stated above, whether actually comprising more or less, and the acreage included in any assignment or release as recited therein in good faith shall be conclusive for calculating subsequent payments.

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 payments 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.

#### SEE ATTACHED ADDENDUM

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

CONCEPT COMMERCIALS	
x R. Justowskay	
By: R. Joe Southard, President	

Lu Ann Brister Register of Deeds Stafford County, KS Book: 241 Page: Receipt #: 16356 Tot

Pages Recorded: 1 Date Recorded: 10/3/2013 1:04:50 PM

## NOTICE FOR EXTENSION OF OIL AND GAS LEASE

WHEREAS, Charter Energy, Inc., is the owner and holder of an oil and gas lease on the following described land in Stafford County, Kansas, said lease being dated October 7, 2011 from Concept Commercial lessor and Charter Energy, Inc., lessee, recorded in Book 227, Page 147, Register of Deeds Office, Stafford County, Kansas.

IN ACCORDANCE with the provision for an extension of the referenced Oil and Gas Lease, notice is hereby given that the required consideration has been paid in order to extend and keep in effect said Lease for an additional two (2) year as provided as to the following described property:

> Northeast Quarter (NE/4) of Section Thirty-two (32), Township Twenty-two (22) South, Range Fourteen (14) West.

IN WITNESS WHEREOF, this instrument is signed on this 3rd day of 2013.

CHARTER ENERGY, INC

STEVE BAIZE, President

STATE OF KANSAS **COUNTY OF BARTON** 

The foregoing instrument was acknowledged before me this 3rd day of 2013, by Steve Baize president of CHARTER ENERGY, INC. .

My commission expires \_\_/0-15-2013

**CRYSTAL BOXBERGER** My Appt. Exp. 10-15

Lu Ann Brister
Register of Deeds
Stafford County, KS
Book: 227 Page: 150
Receipt #: 12196 Total Fees: \$16.00
Pages Recorded: 3

OIL AND GAS LEASE	Date Recorded: 12/2/2011 9:34:41 AM
Inc. hereinafter called Lessee: 200 Box 894, Great Bend, Kansas 67530 hereinafter called	between <u>Concept Commercials, R. Joe Southard,</u> Lessor (whether one or more), and Charter Energy,
Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, receipt of which is hereby acknowle agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the and other means, prospecting drilling, mining and operating for and producing oil liquid hydrocarbons, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building structures and things thereon to produce, save, take care of, treat, manufacture, process, store and trans respective constituent products and other products manufactured there from, and housing and otherwise land, together with any reversionary rights and after-acquired interest, therein situated in County described as follows to-wit:	purpose of investigating, exploring by geophysical all gases, and their respective constituent products, g tanks, power stations, telephone lines, and other sport said oil, liquid hydrocarbons, gases and their e caring for its employees, the following described of Stafford State of Kansas
The Northwest Quarter (NW/4)	V seekspees 2.5 th
In Section 32 , Township 22 S , Range 14 W , and containing 160.00  Subject to the provision herein contained, this lease shall remain in force for a term of 2 an option for 2 additional year(s) with the payment of \$15.00 per acre, and as long therea constituents 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 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.	years from this date (called "primary term"), with after as oil, liquid hydrocarbons or other respective wells on
one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-e such sales), for gas sold, used off the premises, or in the manufacture of products there from, said paym producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year p payment or tender is made it will be considered that gas is being produced within the meaning of the prece.  This lease may be maintained during the primary term hereof without further payment or drilling a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be 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 in the paying the payon of the p	nents to be made monthly. Where gas from a well er net mineral acre retained hereunder, and if such ding paragraph. ng operations. If the lessee shall commence to drill well to completion with reasonable diligence and he in force with like effect as if such well had been 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 at Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessor.	
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 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 casing.	written consent of lessor.
If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions a If said land is now or hereafter owned in severalty or in separate tracts, this lease shall neverth all royalty and shut-in royalty accruing hereunder shall be treated as an entirety and divided among such (or royalty interest therein on an acreage basis) owned by each bears to the entire leased acreage. Lessee is tracts into which said land may be divided, or to furnish separate measuring or receiving tanks. If this lear rental payable hereunder shall be apportioned between and thereafter payable by the several leasehold ow each bears to the entire leased acreage, and default in rental payment by anyone shall not defeat or af calculating rental and shut-in royalty payments, said land shall be treated as comprising the number of acre or less, and the acreage included in any assignment or release as recited therein in good faith shall be concluded in any assignment or release as recited therein in good faith shall be concluded in the described premises and thereby surrender this lease as to such portion or portions and be relieved of all oblications.  Lesse may at any time execute and deliver to lessor or place of record a release or release described premises and thereby surrender this lease as to such portion or portions and be relieved of all oblications.  Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees redeem for lessor, by payments any mortgages, taxes or other liens on the above described ands, in the subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their release all right of dower an	e land or assignment of rentals or royalties shall be e copy thereof. In case lessee assigns this lease, in trising subsequent to the date of assignment. The less be developed and operated as one lease and separate owners in the proportion that the acreage shall have no obligation to offset wells on separate uses is assigned as to a part or parts of said land, all where in the proportion that the acreage owned by feet the rights of any other leasehold owner. In es stated above, whether actually comprising more usive for calculating subsequent payments. The stated above, whether actually comprising more usive for calculating subsequent payments. The secoutive Orders, Rules or Regulations, and this herewith, if compliance is prevented by, or if such that the lessee shall have the right at any time to ne event of default of payment by lessor, and be irrs, successors and assigns, hereby surrender and and homestead may in any way affect the purposes are deby this lease or any portion thereof with other risable to do so in order to properly develop and that may be produced from said premises, such in the event of an oil well, or into a unit or units onveyance records of the county in which the land to pooled into a tract or unit shall be treated, for all this lease. If production is found on the pooled her permises covered by this lease or not. In lieu of inch portion of the royalty stipulated herein as the acreage so pooled in the particular unit involved.
Witnesses:	
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by. R. see Soundid, Frestdell	

Lu Ann Brister
Register of Deeds
Stafford County, KS
Book: 241 Page: 699
Receipt #: 16356
Pages Recorded: 1
Date Recorded: 10/3/2013 1:04:51 PM

# NOTICE FOR EXTENSION OF OIL AND GAS LEASE

WHEREAS, Charter Energy, Inc., is the owner and holder of an oil and gas lease on the following described land in Stafford County, Kansas, said lease being dated October 7, 2011 from Concept Commercial lessor and Charter Energy, Inc., lessee, recorded in Book 227, Page 150, Register of Deeds Office, Stafford County, Kansas.

IN ACCORDANCE with the provision for an extension of the referenced Oil and Gas Lease, notice is hereby given that the required consideration has been paid in order to extend and keep in effect said Lease for an additional two (2) year as provided as to the following described property:

Northwest Quarter (NW/4) of Section Thirty-two (32), Township Twenty-two (22) South, Range Fourteen (14) West.

IN WITNESS WHEREOF, this instrument is signed on this 3rd day of October 2013.

CHARTER ENERGY, INC.

STEVE BAIZE, President

STATE OF KANSAS COUNTY OF BARTON

The foregoing instrument was acknowledged before me this 3rd day of 2013, by Steve Baize president of CHARTER ENERGY, INC.

My commission expires 10-15-2013

Centul Boxber

Notary Public

# CHARTER ENERGY, INC.



P.O. BOX 252 GREAT BEND, KS 67530 (620) 793-9090



Concept #1 32-22-14 Stassord Proposed Tank Batter W