For KCC Use:

Effective	Date:
District #	

1171220

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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

Form C-1

Biotilot ii		
SGA?	Yes	No

For

NOTICE OF INTENT TO DRILL

N	lust be approved	by KCC five (5) days prior to com	mencing well	
			C O N CC C		··· · ··· ·· ·

m KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this for
--

Expected Spud Date:	Spot Description:
Expected Spud Date: month day year OPERATOR: License#	Spot Description:
Phone:	Field Name:
CONTRACTOR: License# Name:	Is this a Prorated / Spaced Field? Yes No
Well Drilled For: Well Class: Type Equipment: Oil Enh Rec Infield Mud Rotary Gas Storage Pool Ext. Air Rotary Disposal Wildcat Cable Seismic ; # of Holes Other Other:	Nearest Lease or unit boundary line (in footage):
Directional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
Bottom Hole Location:	DWR Permit #:
KCC DKT #:	(Note: Apply for Permit with DWR)
	Will Cores be taken?
	If Yes, proposed zone:

AFFIDAVIT

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

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

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

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

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

Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.
 - _ Well will not be drilled or Permit Expired Date: _ Signature of Operator or Agent:

ш

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





For KCC Use ONLY

API # 15 - ____

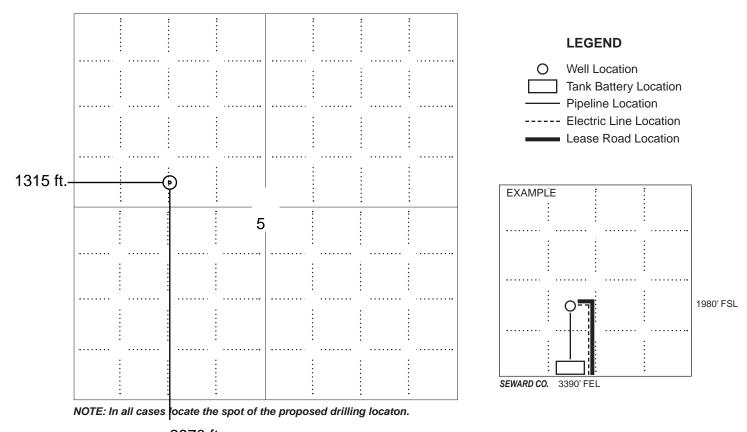
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R E 🗌 W
Number of Acres attributable to well:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary.
	Section corner used: NE NW SE SW

PLAT

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



2970 ft.

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

CORRECTION #1

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION 1171220

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate				
Operator Name:	Operator Name:		License Number:	
Operator Address:				
Contact Person:			Phone Number:	
Lease Name & Well No.:			Pit Location (QQQQ):	
Type of Pit:	Pit is:			
Emergency Pit Burn Pit	Proposed	Existing	SecTwpR East West	
Settling Pit Drilling Pit	If Existing, date co	nstructed:	Feet from North / South Line of Section	
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from East / West Line of Section	
		(bbls)	County	
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level?	Artificial Liner?	lo	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet)N/A: Steel Pits	
Depth fro	m ground level to dee	epest point:	(feet) No Pit	
If the pit is lined give a brief description of the liner material, thickness and installation procedure. Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.				
Distance to nearest water well within one-mile of pit: Depth to shallo Source of infor		west fresh water feet. nation:		
feet Depth of water wellfeet measured		well owner electric log KDWR		
Emergency, Settling and Burn Pits ONLY: Drilling, Wor		Drilling, Worko	ver and Haul-Off Pits ONLY:	
Producing Formation:		Type of material utilized in drilling/workover:		
Number of producing wells on lease: Number of		Number of worl	king pits to be utilized:	
Barrels of fluid produced daily: Abandonme		Abandonment p	procedure:	
Does the slope from the tank battery allow all spilled fluids to		e closed within 365 days of spud date.		
Submitted Electronically				
KCC OFFICE USE ONLY				
Date Received: Permit Num	oer:	Permi		

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

CORRECTION #1 KANSAS CORPORATION COMMISSION 1171220 OIL & GAS CONSERVATION DIVISION CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT					
T-1 (Request for Change of Operator Transfer of Injection	f Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); or Surface Pit Permit); and CP-1 (Well Plugging Application). ompanying Form KSONA-1 will be returned.				
Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)				
OPERATOR: License #	Well Location:				
Name:					
Address 1:	County:				
Address 2:	Lease Name: Well #:				
City: Zip: + Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of 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 information can be found in the records of the register of de					
Address 2:	county, and in the real estate property tax records of the county treasurer.				
City: State: Zip:+					
	dic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat				

Select one of the following:

I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.

are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

Submitted Electronically

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Т

FORM 85 - (PRODUCER'S SPECIAL) (PAID-UP)

BK 0 4 5 2 PG 0 9 6

OIL AND GAS LEASE

AGREEMENT, made and entered into the $\mathbb{Z7^{M}}$ day of $M_O \cup \mathbb{Z013}$, by and between Louis Donald Bowman, Trustee of the Louis Donald Bowman Living Trust dated August 3, 2000, hereinafter called Lessor (whether one or more), and Bowman Oil Company, hereinafter called Lessee. AGREEMENT, made and entered into the $\mathbb{Z7}^{\underline{4}}$

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 the County of Rooks, State of Kansas, described as follows to-wit: 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 Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, receipt of which is here acknowledged

The West Half of the Northwest Quarter (W/2 NW/4) of Section 5, Township 7, Range 20;

and containing approximately 80 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of one (1) year 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 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. 1 st

or used in the manufacture of any 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 the Lessee from such sales), for the 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 To pay Lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, made it will be considered that gas is being produced within the meaning of the preceding paragraph. 2^{nd}

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, the 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 then 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 or costs, 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 on said land.

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. Lessee

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is 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 expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators,

FORM 85 - (PRODUCER'S SPECIAL) (PAID-UP)

BK 0452 P609

Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. case Lessee assigns this lease, in whole or in part.

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.

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

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

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 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 the 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 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 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 acreage so pooled in the particular unit involved.

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

The Louis Donald Bowman Living Trust dated August 3, 2000

Louis Donald BC

rustee

ACKNOWLEDGMENT

COUNTY OF ROOKS) ss: STATE OF KANSAS

The foregoing instrument was acknowledged before me this $\mathbb{Z7}^{46}$ day of \mathbb{A}^{10} and $\mathbb{C7}^{2013}$, by Louis Donald Bowman, Trustee of the Louis Donald Bowman Living Trust dated August 3, 2000, on behalf of said Trust.

Jackie J. Lancholz NOTARY PUBLIC - State of Karss

Motary Public

This instrument was filed for record in my office at $\underline{\mathcal{Y}}$ o'clock \mathcal{B} M. on this

o'clock 2

STATE OF KANSAS SOUNTY SS ROOKS COUNTY

20 M. on

)þ

records at page

and is duly recorded in Book

day of

Register of Deads

21

OIL AND GAS LEASE

L. Hamel and Kathryn E. Hamel, husband and wife, hereinafter called Lessor (whether one or more), and , 2013, by and between Dennis 26 day of NOW when AGREEMENT, made and entered into the Bowman Oil Company, hereinafter called Lessee.

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 the County of Rooks, State of Kansas, described as follows to-wit: in consideration of Ten 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 Lessor,

The West Half of the Northwest Quarter (W/2 NW/4) of Section 5, Township 7, Range 20;

and containing approximately 80 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of one (1) year 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 with which said land is pooled.

In consideration of the premises the said Lessee covenants and agrees:

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. 1^{st}

 2^{nd} 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 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 the Lessee from such sales), for the 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. 2^{nd}

This lease may be maintained during the primary term hereof without further payment or drilling 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, the lease shall continue and be in force with like effect operations. If the Lessee shall commence to drill a well within the term of this lease or any extension thereof. 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 then 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.

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

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 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.

to their heirs, executors, administrators, successors or $\overline{9:45}$ o'clock \overline{A} M. on 22 day $\overline{3}$, and recorded in Book $\sqrt{32}$ of 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

Conda De ares 25 ิส Received for record at **Register of Deeds** Rooks County) Records at Page Mar2 State of Kansas)

Ц Lessee shall be relieved of all obligations with respect to the 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 assigned portion or portions arising subsequent to the date of assignment. case Lessee assigns this lease, in whole or in part.

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.

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

the above-described lands. In the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and in 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 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 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 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 found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells 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 be located on the premises covered by the lease or not. In lieu of the royalties elsewhere herein specified, acreage so pooled in the particular unit involved. well.

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

Hamel March Definis L. J

<u>Arran E. Hamel</u> Kathryn E. Hamel

ACKNOWLEDGMENT

STATE OF KANSAS) COUNTY OF ROOKS) ss: The foregoing instrument was acknowledged before me this No. day of <u>Northeless</u>, 2013, by Dennis L. Hamel and Kathryn E. Hamel, husband and wife.

DENISE E. WHISMAN State of Kansas My Appt. Exp. Nov. 25, 2017

Winner Notary Public PONSe !!

Form 88-(Producers) B OIL AND GAS 1 1-43 B OIL AND GAS 1	LEASE © MANSAS BLUE PRINT CO.INC.
ade and entered Into February 2C ard Benoit and Annette Benoit, husb	, 2010
Bowman 0:1.1 Company wrrwesserut, rhat the sald lessor, for and in consideration of Ten DO11ars and acrements teach in hand paid, receipt of which is hereby acknowledged, and of the covenauts and agreements werpt and performed, has granted, demised, lessed and let and by these presents and agreements purpose of mining and operating for oil and gas, and letying pipe lines, and building tanks, power- care of said products, all that certain tract of lond, together with any reversionary rights therein, ging and write in a described as follows, to-wit:	the first part, hereinatter called lessor (whether one or more) and <u>Party of the second part, hereinafter called lessee.</u> <u>and other consideration</u> <u>DoutArts</u> , l agreements hereinatter contained on the part of lessee to be paid, frant, demise, lease and let unto and lessee, for the sole and only urks, power stations and structures thereon to produce, save and take uts therein, stuated in the county of <u>ROOKS</u>
The East Half of the Northwest Quarter	(E/2 NW/4)
$\frac{7}{1000}$ Range $\frac{20}{1000}$ will force for a term of $\frac{3}{1000}$ months y the lessee, or the premises are being lessee covenants and agrees:	d containing 80 acres more stoped or operated.
1st. To deliver to the credit of lessor, free of cost, in the pipe hue to which he may and saved from the leased premises. 2nd. The lesse shall pay to lessor for gas produced from any oil well and used by royalty is of the market value of auch gas at the mouth of the well. If said gas is sold at the mouth of the well. The lesses shall pay lessor as royalty is of the proceeds from found and well. The lesse shall pay lessor as royalty is of the proceeds from found and well. The lesse shall pay lessor as royalty is of the proceeds from found and well. The lesse shall pay lessor as royalty is of the proceeds from found and well. The lesse shall provided in the next succeeding paragraph be held as a producing lesse under the above term prograph hereof; the lessor to that stores and inside lights in the principal dvelling house on said and by making his own sole risk and expense.	x
in said land on or before	, this lease shall termlnate as to both p
or its successors, which ship of said land, the sum of the privilege of deferring the commencement of a well for twelve months from said da ment of a well may be further deferred for like periods or the same number of month by check or drait of lesser or any assignce thereof, malled or delivered on or before pository bank. And it is understood and agreed that the consideration first recticed he pository bank. And it is understood and agreed that the consideration first recticed he date may at any then strendar is payable as aforesald, but take the fesse's option of sti trendiess and there and deliver to Lesser, or place of rections and be or is premises and thereby surrender this lesse as to such potion or perions and be orbi-	In shall continue as the depository regardless of changes in the owner- date. In like manner and upon like payments or tenders the commence- this successively. All such payments or tenders of rental may be mote the rental paying dute their ditect to lessor or assigns or to said de- herein. Une down payment, covers not only the privileges granted to the attentian grant granted to an only the privileges granted to the terest sets covering and root portions of the above described of releases covering any pottion or pottions of the above described in the domn payment, covers are not and and any and all other related to the attention of the period as a for the noncege surrendered, and thereafter the development of the noncege surrendered, and thereafter the
Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within Should the first well drilled on the dast rental period for which rentals in that event, if a second well is not commenced on said land within twelve months from the expiration of said trental period for which rentals in the last preceding paragraph bereof, governing the payment of on before the expiration of said vertee months shall resume the provided, that the last preceding paragraph bereof, governing the payment of rentuls is agreed that upon the resumption of the payment of rentals. In the same amount and in the rental payment of rentuls and the effect intersof, shall continue in force just as though there had been to interruption in the rental payments. It shid fossor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royaltes and rentals increding provided shall be puid the laster any reveal on our to comple and undivided fee. However, such rental shall be incredend to find the next surgetury entire any reveal on our the whole and undivided fee. However, such rental shall be incredend to make succeeding rental anniversaty after any reveal on our to constant the next succeeding tended fee.	Ind in that event, if a second well is not commenced on said land within the in this less shall terminate as to both pathes, unless the lesser of the same amount and in the same manner as bettein before provided lided, that the last preceding paragraph berof, governing the payment of the interuption in the rental payments. and undivided fee simple estate therein, then the royalities and rental over the interest so acquired.
Lessee shall have the right to use, irce of cost, gas, out, and water produced on When requested by lessor, lessee shall bury his pipe lines below piow depth. No well shall be drilled nearer than 200 feet to the house or barn now ou said Lessee shall pay for damages caused by its operations to growing crops on said Lessee shall have the right at any time to remove all machinery and fixtures pi	sain land for its operation, thereou, except water itout wents of resort, premises, without the written consent of the lessor. d land, land,
If the lessee shall commence to drill a well within the term of this lease or an completion with reneonable diligence and dispatch, and it on gas, or culter of force with the like effect as if such well had been completed within the term of yes of the estate of either party hereto is transferred, and the privilege of transfer of either party hereto are vested by descent or devise, the covenuits hereof shall interestors, or assignts, but no change in the ownership of and land to of any righ furnitied with the setter by a setted by descent or devise, the covenuits hereof shall interestors.	y extension thereof, the lessee shall have the right to drill such well blern, be found in paying quantitles, this lease shall continue and be are herein first mentioned. Tring in whole or in part is expressly allowed, or if the rights hereunt extend to and be binding on the heirs, devices, executors, administratio to with a correlation from of the will of lessor floreber with a transcript or with a correlation from of the will of lessor floreber with a transcript
The product interest of the the event lesson dies intestate and his estate is being the product interest of the thereby structure of the intestate and his estate intervent of the death of tesson and no administration being had on the evalue authorizing payment of thereby agreed in the event this lates that be assigned payments of such part or parts shall fall of make default in the payment structor stand in the truct of a structure of a structure of default shall not obtain of action and feet this lease and no advect to the assignees of such part or parts shall fall of make default in the payment default shall not opticate to defeat or affect this lease in so far as it covers a increased shall make due payments of said returks. In case therefored and opticate of a structor shall make due payments of said returks. The reset excerting this leas in consistent to the assigned potton or portions arising subsequent to the date of a from uncorrection that the premises, neverthores due the payment of the uncorrection that the premises.	The event lesson why another and his estate is being administered, with a transcript of the administration proceedings or here assore all the advantation proceedings or here assore and the main transmission of the advantation of the advantat
supprise fracts hito which the find covered by this lease may hereafter be divided separate fracts hito which the find covered by this lease may hereafter be divided celving tanks for the oil produced from such separate tracts. Leasor hereby warrants and agrees to defend the title to the lands herela descri- deum for lessor by payment, any morgages, taxes or other llens on the above describ- ic the rights of the holder thereof and may reimburse fiself from any rentel or royo is the rights of the holder thereof and may reimburse fiself from any rentel or royo ministrators, devises, executors, successors and assigns; however, all express or h therewith, it compliance is prevented by, or it such failure is the result of, any s therewith, the conpliance is prevented by, or it such failure is the result of, any s	Let be divided by sule, devise, or otherwise, or to furnish separate measuring or r above described, and agrees that the lessee shall have the right at any time to r above described lands, in the event of default of payment by lessor, and be subrogat refuel or royalities accurlung hereunder. I and and herewith and shall be binding upon the parties hereto, their heirs, a express or implied covenants of this lease shall be subject to all federal and Su the errminated. In whole of in his lease shall be subject for failure to com the remined in whole of in part, nor lessee held liable for failure to com such of, any such Law Order, fuel or flegulation.
truer Attached	
Whercof witness our hands as of the day and year first above written.	
Richard Benoit Richard Benoit	Consette Benoit (1501)
	(38AL) (38AL) (38AL)

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ss. ACKNOWLEDGMENT FOR INDIVIDUAL (kans., Usta, and tool) thin and for said courty and state, on this <u>A</u> <u>moint</u> , <u>pursonally appeared</u> <u>inoint</u> , <u>pursonal</u> , <u>pursonal</u> , <u>pursonal</u> , <u>pursonal</u> , <u>public</u> .	The the identical person and also activities of this office. UP COUNT to be the identical person and also activities and also
gred, a Notary Public, wi gred, a Notary Public, wi the identical person we be same as SOF, I have hereunto set 1 igned, a Notary Public, with igned, a Notary Public, with a Notary Public, with the same as EOF, I have hereunto set the same as day of day of day of day of day of be the identical person ate aforesaid, personally be the identical person ate aforesaid, personally as the free and voluntary and seal the day and year	To To To
COUNTY OF ROCKS Before me, the undersigned, day of Universigned, to me personally known to be the that IN WITNESS WHEREOF, My commission expires. Z-ZY- Before me, the undersigned day of Before me, the under and state af the that Before me, the under and state af the me personally known to be f instrument as its On this diven under my hand and s My commission expires Affected the s	Vorte OIL AND GAS LEASE STATE OF Before me, the un day of lo me personally known

AMENDMENT TO LEASE AND AGREEMENT TO POOL

WHEREAS the undersigned, Richard Benoit and Annette Benoit, negotiated an Oil and Gas Lease as lessors, in favor of Bowman Oil Company, as lessee, dated February 20, 2010, recorded in book 405, page 279-280, covering the following described property, to-wit:

The East Half of the Northwest Quarter (E/2 NW/4) of Section 5, Township 7, Range 20, Rooks County, Kansas

AND

WHEREAS said Oil and Gas Lease contains no provisions as to pooling for oil and it is the desire of the lessors and lessee that the above lease be amended to include a pooling provision for oil.

be, and the same is hereby made a part of the foresaid lease to the same effect as if it had been derived therefrom, it is hereby agreed by the undersigned that the foregoing pooling provision NOW THEREFORE, in consideration of the premises and the mutual benefits to be included in said lease when the same was executed, to-wit:

situated an instrument identifying the described 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 or other minerals in and under and that may be produced form said premises, such pooling to be "Lessee at his option is hereby given the right and power to pool or combine the acreage gas specified, lessors shall receive on production from a unit so pooled all such portion of the royalties 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." of tracts contiguous to one another containing not more than 40 acres. Lessee shall execute in covered by the lease, or any portion thereof, with other lands, lease or leases in the immediate 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 writing and record in the conveyance records of the county in which the land herein leased is from the pooled unit, as if it were included in the lease. If production is found on the pooled properly develop and operate said leased premises so as to promote the conservation of oil, vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to

The undersigned hereby agrees that the following tract may be pooled for production purposes into a unit of 20 acres from the following property as follows:

The East Half of the Northwest Quarter (E/2 NW/4) of Section 5, Township 7, Range 20, Rooks County, Kansas; and The West Half of the Northwest Quarter (W/2 NW/4) of Section 5, Township 7, Range 20, Rooks County, Kansas Said unit to consist of a 20 acre square, the center of which is located 2310 feet from the North Line and 1320 feet from the West line of Section 5, Township 7, Range 20, Rooks County, Kansas, including a tract 660 feet East and West and 660 feet North and South from the West Half of the Northwest Quarter (W/2 NW/4) of 5-7-20, and a tract 660 feet East and West and 660 feet North and South from the East Half of the Northwest Quarter (E/2 NW/4) of 5-7-20, Rooks County, Kansas.

DATED as of the 26 day of Nov , 2013.

Thurston and Trustee of the Richard Benoit Trust Kichard Benoit, Trustee of the Annette Benoit Trust No. 1 dated June 1, 1980,

No. 1, dated June 1, 1980

Annette Benoit, Trustee of the Annette Benoit, Trustee of the Annette Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard Benoit Trust No. 1, dated June 1, 1980

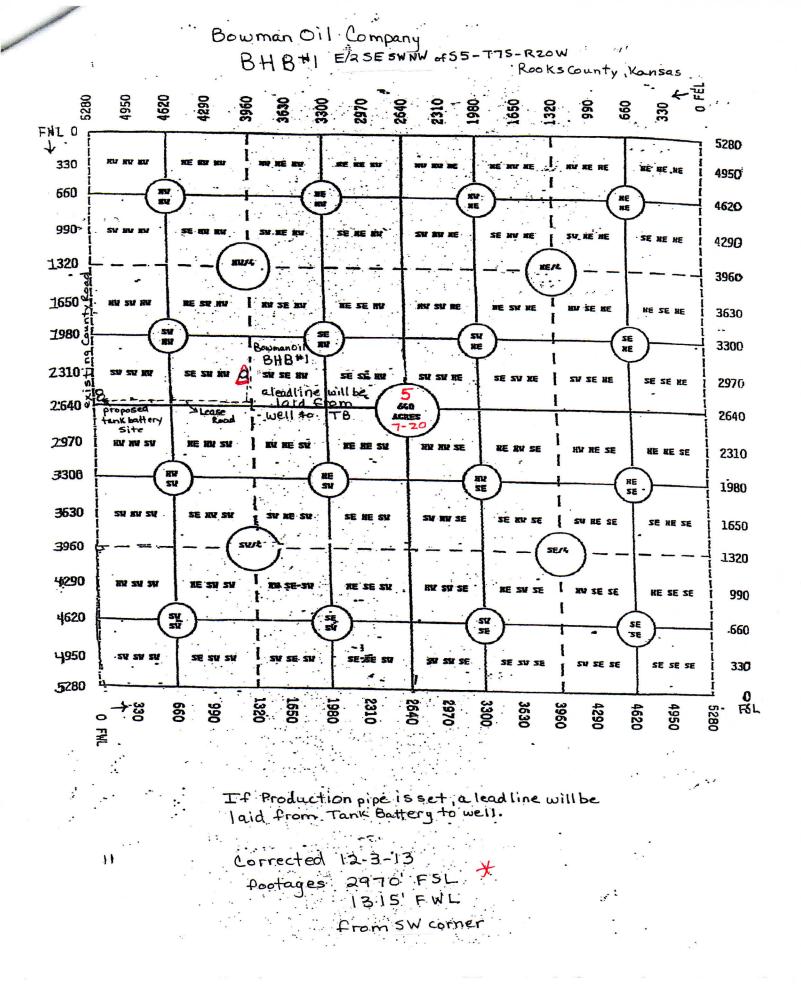
ACKNOWLEDGMENT

STATE OF KANSAS) COUNTY OF NOOKS) ss:

NOTARY PUBLIC - State of Kansas JERRY A. HAGEMAN My Appt. Exp. 022/04/2013

 $\mathcal{W}_{\mathcal{W}}$ voregoing instrument was acknowledged before me this $\mathcal{Z}_{\mathcal{E}}$ day of dated June 1, 1980, and Trustee of the Richard Benoit, Trustee of the Annette Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1, dated June 1, 1980, and Trustee of the Annette Benoit, Trustee of the Annette Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard J. Benoit Trust No. 1 dated June 1, 1980, and Trustee of the Richard June 1, 1

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Summary of Changes

Lease Name and Number: BHB 1

API/Permit #: 15-163-24167-00-00

Doc ID: 1171220

Correction Number: 1

Approved By: Rick Hestermann 12/03/2013

Field Name	Previous Value	New Value
Elevation Source	Estimated	Surveyed
ElevationPDF	2207 Estimated	2206 Surveyed
Feet to Nearest Water Well Within One-Mile of	3412	3427
Pit Ground Surface Elevation	2207	2206
Is Footage Measured from the North or the	North	South
South Section Line Is Footage Measured from the North or the	North	South
South Section Line KCC Only - Approved By	Rick Hestermann 11/21/2013	Rick Hestermann 12/03/2013
KCC Only - Approved Date	11/21/2013	12/03/2013
KCC Only - Date Received	11/21/2013	12/03/2013
KCC Only - Production Comment		Oil & Gas leases w/ pooling clauses attached.

Summary of changes for correction 1 continued

Field Name	Previous Value	New Value
KCC Only - Regular Section Quarter Calls	S2 S2 NW	E2 SE SW NW
LocationInfoLink Nearest Lease Or Unit Boundary	https://solar.kgs.ku.edu/ kcc/detail/locationInform ation.cfm?section=5&to 330	https://solar.kgs.ku.edu/ kcc/detail/locationInform ation.cfm?section=5&to 0
Number of Feet East or West From Section Line	1320	1315
Number of Feet East or West From Section Line	1320	1315
Number of Feet North or South From Section	2310	2970
Line Number of Feet North or South From Section	2310	2970
Line Quarter Call 2	S2	SW
Quarter Call 2	S2	SW
Quarter Call 3	S2	SE
Quarter Call 3	S2	SE
Quarter Call 4 - Smallest		E2
Quarter Call 4 - Smallest		E2

Summary of changes for correction 1 continued

Field Name	Previous Value	New Value
Save Link	//kcc/detail/operatorE ditDetail.cfm?docID=11 69430	//kcc/detail/operatorE ditDetail.cfm?docID=11 71220

Summary of Attachments

Lease Name and Number: BHB 1 API: 15-163-24167-00-00 Doc ID: 1171220 Correction Number: 1 Approved By: Rick Hestermann 12/03/2013

Attachment Name