For KCC Use ONLY	
API # 15	

# IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

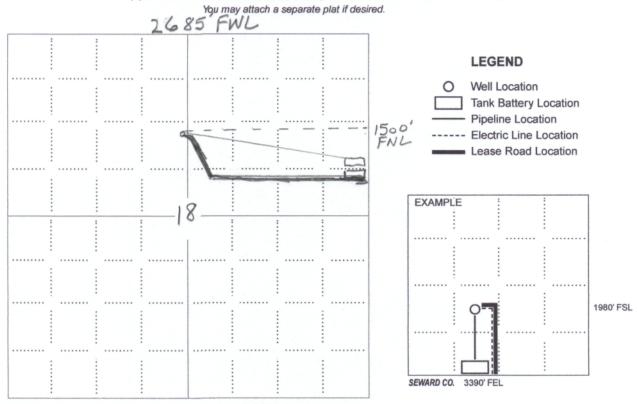
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: Mai Oil Operations, Inc.	Location of Well: County: Rus	sell
Lease: Mighell-Weeks Trust Unit	1,500	_ feet from 🗙 N / 🗌 S Line of Section
Well Number: 1	2,685	feet from E / 🔀 W Line of Section
Field: Trapp	Sec. 18 Twp. 15	S. R. 13 E 🛛 W
Number of Acres attributable to well:	Is Section: Regular or	X Irregular

If Section is Irregular	, locate we	II from ne	earest	corner	boundary.
Section corner used:	NE	NW	SE	lsw	

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).



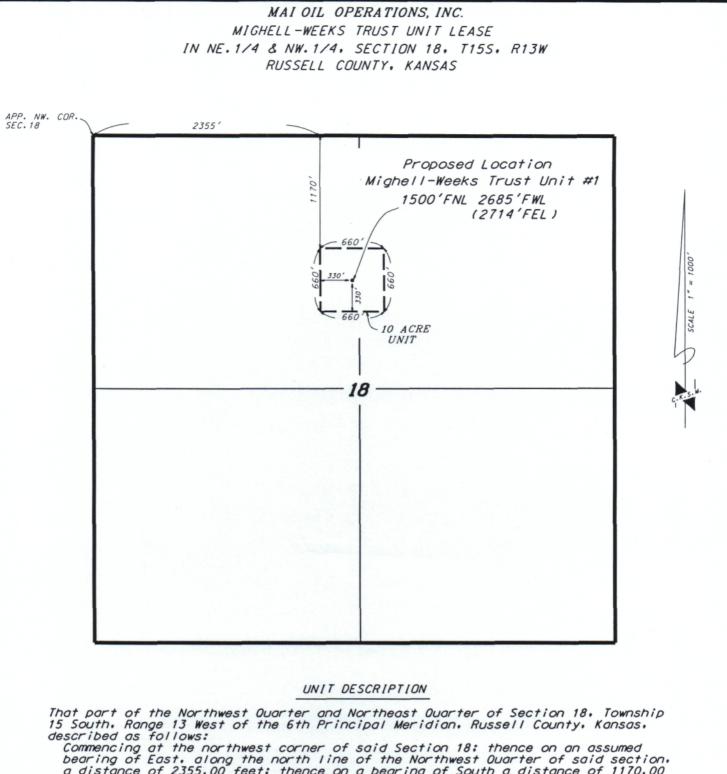
NOTE: In all cases locate the spot of the proposed drilling locaton.

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

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.

2. The distance of the proposed drilling location from the south / north and east / west outside section lines.

- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



commencing at the northwest corner of said Section 18: thence on an assumed bearing of East, along the north line of the Northwest Ouarter of said section, a distance of 2355.00 feet: thence on a bearing of South a distance of 1170.00 feet to the point of beginning of the unit to be described: thence continuing on a bearing of South a distance of 660.00 feet: thence on a bearing of East a distance of 660.00 feet: thence on a bearing of North a distance of 660.00 feet: thence on a bearing of West a distance of 660.00 feet to the point of beginning. The above described unit contains 10.0 acres.

Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 640 acres.

Approximate section lines were determined using the normal standard of care of oilfield surveyors practicing in the state of Konsos. The section corners, which establish the precise section lines, were net neessawilly focusion and me work focusion for me of insiste focusion in the Section 15 not quaranteed. Therefore, the aperator Securing this service and accepting this plat and all other parties relying therefore to hold Central Konsos Dilfield Services. Inc. its officers and employees harmless from all losses, costs and expenses and said entities released from any liability from incidental or consequential damages \* Elevations derived from National Geodetic Vertical Datum.

August 18, 2014

Dote \_

CENTRAL KANSAS OILFIELD SERVICES, INC. (620)792-1977

## SCANNED

### OIL AND GAS LEASE PAID UP

AGREEMENT: Made and entered into the <u>7th</u> day of <u>December</u>, 2006, by and between <u>Orval E. Weeks, <u>Trustee for the Orval E. Weeks Revocable Trust dated June 8, 2001, whose mailing address is, 1804 Apollo Ave, Great</u> <u>Bend, Kansas 67530</u> hereinafter called Lessor (whether one or more), and ABARTA Oil & Gas Company, Inc. of 1000 RIDC Plaza, Pittsburg,</u>

hereinafter called Lessor (whether one or more), and ABARTA Oil & Gas Company, Inc. of 1000 RIDC Plaza, Pittsburg, Pennsylvania 15238, hereinafter called Lessee:

1. Witneseth: That the said Lessor, for and in consideration of \$10.00 Dollars and other valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said Lessee exclusively, for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, coalbed methane gas, gob gas, occluded natural gas, and all natural gas originating, produced or emitted from coal formations or seams, and any related, associated, or adjacent rock material together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with treating, storing, caring for, transporting and removing oil and/or gas produced from said land or any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, drill, establish and utilize wells and facilities for disposition of water, brine or other fluids, and for enhanced production and recovery operations, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities, all that certain tract of land situated in the County of <u>Russell</u>, State of Kansas described as follows, to wit:

## Township 15 South Range 13 West

Section 18: NE/4

containing <u>160</u> acres, more or less, and including all lands and interests therein, contiguous or appurtenant to said described lands and owned or claimed by Lessor, whether or not specifically described above. If said lands are riparian to, bound, or embrace- within its boundaries a stream, lake or other body of water, then all of Lessor's oil and/or gas rights and lands under said bodies of water, and all area now or hereafter added by accretion, are included and covered by this lease. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" shall specifically include coal bed methane gas and occluded gas from coal seams, helium, carbon dioxide, gaseous sulfur compounds, and other commercial gases, as well as normal hydrocarbon gases.

2. It is agreed that this lease shall remain in force for a primary term of  $\underline{Two(2)}$  years from the above date, and as long thereafter as operations are conducted upon said lands or upon lands that lie within a development unit which includes all or part of said lands with no cessation for more than 90 consecutive days. Provided, in the event of production of oil and/or gas in paying quantities during said primary term or during any extension of this lease pursuant to other terms hereof, the provision for "no cessation for more than 90 consecutive days" set forth above shall be extended to "no cessation for more than 180 consecutive days." Whenever used in this lease the word "operations" shall refer to any of the following activities: preparing location for drilling, drilling, testing, completing, dewatering, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas. For the purpose of developing coal bed gas, the word "operations" shall mean, in addition to those matters covered in the preceding sentence, (1) operations of said well(s) to remove water or other substances from the coal bed, or to dispose of such water or other substances, even though such operations do not result in the production of hydrocarbons in paying quantities, (2) shutting-in or otherwise discontinuing production from said well(s) to allow for surface or underground mining affecting the drill site or well bore(s) or (3) drilling a stratigraphic test hole(s) for the purposes of acquiring stratigraphic information, including but not limited to lithology, porrosity, permeability, gas and water characteristics and similar information. This lease is a paid up lease for the primary term and any extensions thereof, and shall require no rental payments.

3. Lessee covenants and agrees to pay the following royalties: (a) To deliver to the credit of Lessor into storage tanks or into the pipeline to which Lessee may connect its wells, one-eighth  $(1/8^{th})$  of the oil produced and saved from said lands, Lessor's interest to bear one-eighth  $(1/8^{th})$  of the cost of treating oil to render it marketable pipeline oil, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth  $(1/8^{th})$  of the net amount realized by Lessee, computed at the wellhead; (b) To pay Lessor on gas produced from said lands (1) when sold by Lessee, one-eighth  $(1/8^{th})$  of the net amount realized by Lessee, computed at the wellhead, or (2) when used by Lessee for purposes other than those specified in Paragraph numbered 7 of this Lease, one-eighth  $(1/8^{th})$  of the net market value at the wellhead of the gas so used. As used in this Lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and the point of sale, and the term "net market value at the wellhead" shall mean the current market value (at the time of production) of the gas at a market point where gas produced in the general area is commonly purchased and sold, minus the post-production costs that would be incurred by Lessee between the wellhead and such market point in order to realize that market value. As used in this Lease, the term "post-production costs" shall mean all cost and expenses of: (a) treating and processing oil and/or gas to separate and remove non-hydrocarbons including but not limited to water, carbon dioxide, hydrogen sulfide and nitrogen, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas to separate and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas

BOOK 207 PAGE 0269

services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post-production costs shall include reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor shall execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and/or gas produced, including, without limitation, severance taxes, privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder.

4. If any well, capable of producing oil and/or gas located on the leased lands, or on lands pooled or communitized with all or part of the leased lands, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well(s) shall be considered a well(s) producing oil and/or gas and this lease will continue in force while such well(s) is shut-in, whether before or after expiration of the primary term. Lessee shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well(s), but shall be under no obligation to reinject or re-cycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory. In the absence of a producing well on the leased lands, or on lands pooled or communitized with all or part of the leased lands, and a shut-in well or wells exist, Lessee shall be obligated to pay or tender to Lessor at the above address, shut-in royalties, within 60 days after expiration of each period one year in length (annual period) during which such well(s) is shut-in, as royalty, the sum of \$5.00 multiplied by the number of acres subject to this lease, provided, however, that if production from said well or wells is sold or used off the premises before the end of any such period, or, if at the end of any such annual period this lease is being maintained in force and effect other than by reason of such shut-in well, Lessee shall not be obligated to pay or tender said sum of money for that annual period for shut-in well(s) on the leased lands. This shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, within 60 days of the expiration of the annual period shall be deemed sufficient as herein provided.

5. If this lease covers less than the entire undivided interest in the oil and gas in said land (whether Lessor's interest is herein specified or not), then the royalties, shut-in royalties and any extension payment pursuant to Paragraph numbered 15 below shall be paid to Lessor only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest herein.

6. If Lessee is prevented from, or delayed in commencing, continuing, or resuming operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within Lessee's control, this lease shall not terminate and Lessee shall not be liable in damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: conflict with federal, state or local laws, rules, regulations and executive orders; acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by Lessee; equipment failures; and inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than 90 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than 90 days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if Lessee shall commence or resume operations within 90 days after the end of the period of suspension.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said lands for Lessee's operation thereon except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth. No well shall be drilled nearer than 200 feet to any 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 lands. The amount of such damage payment shall be based upon the fair market value of actual crops destroyed. 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.

8. For the purpose of oil and gas development and production under this lease, Lessor does hereby grant to Lessee the right to pool or communitize said premises, or any part thereof, with other lands to comprise an oil development unit of not more than one hundred sixty (160) acres, more or less, and/or a gas development unit of not more than six hundred forty (640) acres, more or less, but Lessee shall in no event be required to drill more than one well on said unit. Lessee's recording in the Register of Deeds office within the county or counties in which said unit is situated, an instrument identifying the unit so created, will create each unit. If such well or wells as contemplated by this clause are not drilled on the leased premises said well or wells shall nevertheless be deemed to be upon the leased premises within the meaning of all covenants, expressed or implied, in this lease and Lessor shall participate in the royalty, as detailed in Paragraph numbered 3, from such oil and or/gas development unit in the proportion that the number of acres owned by the Lessor within the limitations of such development unit bears to the total number of acres included therein.

9. This lease is subject to laws and to rules, regulations and orders of any governmental agency having jurisdiction, from time to time in effect, pertaining to well spacing, pooling, unitization, uniform spacing plans, drilling or production units, or use of material and equipment.

10. If Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall give written notice to Lessee specifically describing Lessee's non-compliance. Lessee shall have 90 days from receipt of such notice to commence, and shall thereafter pursue with reasonable diligence, such action as may be necessary or proper to satisfy such obligation of Lessee, if any, with respect to Lessor's notice. Neither the service of said notice nor the doing of any acts by Lessee in response thereto shall be deemed an admission or create a presumption that Lessee has failed to perform all its obligations hereunder. No judicial action may be commenced by Lessor for forfeiture of this lease or for damages until after said 90 day period. Lessee shall be given a reasonable opportunity after a final court determination to prevent forfeiture by discharging its express or implied obligation as established by the court. If this lease is canceled for any cause, it shall, nevertheless remain in force and effect as to (a) sufficient acreage around each well as to which there are operations, so as to constitute a drilling or maximum allowable unit under applicable governmental regulations, such acreage to be designated by Lessee in such shape as then existing spacing rules permit and (b) any part of said land included in a pooled or unitized unit on which there are operations. Lessee shall also have such easements on said land as are necessary or convenient for operations on the acreage so retained.

2

BOOK 207 PAGE 0270

11. 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. Notwithstanding any other actual or constructive knowledge of Lessee, no change in the ownership of the lands or assignment of royalties or other monies shall be binding on the Lessee until thirty (30) days after Lessee has been furnished with a written transfer or assignment or a true copy thereof that has been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interests. No change or division in the ownership of said lands, royalties or other monies, or any part thereof, however accomplished, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, rights and obligations relating to the location and drilling of wells and the measurement of production. Upon assignment by Lessee, its successors or assigns, the assignor shall be released from, and the assignee shall assume, the responsibility to fulfill the conditions and to perform the covenants of this lease, express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by an owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner(s) of any other part

12. Lessor expressly grants to Lessee the right to inject water, brine or other fluids produced from these leased premises into the subsurface strata for disposal. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water.

13. Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payments, any mortgage, 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 rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

14. Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the Lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

15. At Lessee's option, the primary term of this lease may be extended from <u>Two (2)</u> years to <u>Three (3)</u> years by paying or tendering to Lessor, on or before the expiration of said primary term, a bonus of \$10.00 per acre for the lands then covered hereby, said bonus to be paid or tendered to Lessor by U.S. Mail at the above address.

16. If during the primary term of this Lease, or any extension thereof, Lessor receives a bona fide written offer to enter into a new Oil and Gas Lease from any third party and such offer is acceptable to Lessor, Lessee shall have the right to have the new lease executed in its favor, upon the same terms and conditions. Said right shall be exercised by Lessee within thirty (30) days from the date Lessee receives written notice from Lessor or said right shall terminate.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN TESTIMONY WHEREOF WE SIGN, This the Orval E. Weeks Revocable Trust Owa Z. E. Wachs Jungton Orval E. Weeks, Trustee	day of	
STATE OF KANSAS ) COUNTY OF Barton )	ACKNOWLEDGMENT	Computer Numberical 191 Misc
On this <u>7</u> <sup>13</sup> day of <u>Dacember</u> , 200 the State aforesaid personally appeared <u>Orval E. Wee</u> as the persons described in and who executed the foregoin free act and deed.	06, before me the undersigned a Notary Public ks g instrument and acknowledged that they had e	, to me known
NOTARY PUBLIC - State of Kansas	<u>Buston</u> Notary Public My Commission Expires: <u>3-8-09</u>	,
STEVE C. BOONE SR. My Appt. Exp. 2-8-04	State of Kansas, Russell County, ss This instrument filed for record	STR OF DEED

207 PAGE 0271 BOOK

February 4:10 P M. Recorded in age 269-271 lee am Page ster of De \$16.00



# **OIL AND GAS LEASE**

#### AGREEMENT, Made and entered into the 13th day of June , 2013

between	Lorraine L Krug	Tructon of the	Lorraine L Krue	Devesable True	4
Detween	Lorraine I. Krug,	i rustee or the	Lorraine I. Krug	Revocable I rus	ST.

whose mailing address is \_\_\_\_\_\_3339 187<sup>th</sup> Street, Russell, KS 67665 hereinafter called Lessor (whether one or more).

and MAST DRILLING, INC.

In Section

hereinafter called Lessee:

Lessor, in consideration of One and O.V.C Dollars (\$ 1.00 ) in hand paid, receipt of which is here acknowledged and of the royalties herein provide 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 tarks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise earing for its employees, the following described land, together with any reversionary rights and after-acquired interest,

therein situated in County of Russell State of Kansas described as follows to wit:

#### The Northwest Quarter (NW4)

Acres, more or less, and all accretions

, Range 13W and containing 160 18 Township 15S

In Section <u>18</u> Township <u>125</u>, Range <u>13W</u> and containing <u>160</u> thereto. Subject to the provisions herein contained, this lease shall remain in force for a term of <u>3</u> years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled. Notwithstanding anything to the contrary contained herein, Lessee is hereby granted the exclusive option, to be exercised prior to the date on which this Lease or any portion thereof would expire in accordance with its terms and provisions, of extending this Lease for an additional period of Three (3) years as to all of the acreage described herein that is expiring. The only action required by Lessee to exercise this option being payment to Lessor of an additional consideration of the same equal to the original per acre bonus paid to lessor under the original primary term of said lease multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease and subject to the other provisions of this lease, the primary term shall be extended for an additional three (3) years from the primary term hereof. Such tender shall be via check or sight draft mailed to or delivered to Lessor at the above address (or such other address as Lessor may hereinafter furnish Lessee via written notice). Should this option be exercised as to only a portion of the acreage then covered hereby, Lessee shall designate such portion by a recordable instrument. In consideration of the nerveises the said lessee covenants and arrees: purposes as hereby, Less

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

i". 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 (1/2) part of all oil produced and saved from the leased premises.

 $2^{\text{ref}}$ . To pay lessor for gas of whatsever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products the one-eighth (%), at 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 for the gas sold, used off the premises, or in the manufacture of products, said payments to be made monthly. Where gas from a well producing gas only is not used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral are retained hereunder, and if such payment or tender is made it considered that gas is being produced within the meaning of the preceding paragraph.

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

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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

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

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

It sees that have the fight at any time to remove an inactimetry and itxentery match on such premises, including the fight to that much remove change. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants here of shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. Lessee may at any time execute and deliver to lessor or place of record 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 ated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation

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

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 an gas well. Lesse 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 pocied acreage, it shall be treated as if production 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 place in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

Without A Army X X Lorraine I. Krug, Trustee	Turisten we	
Lorraine I. Krug, Trustee	P. g.H. S.S.#	S.S.#

219 342

## **OIL AND GAS LEASE**

AGREEMENT, 1	Made and entered into the	13 <sup>th</sup>	day of	June	,	2013	
by and between	Marlene K. Migl	hell and J	ames Mig	hell, wife an	d husband		

whose mailing address is PO Box 406, Russell, KS 67665 hereinafter called Lessor (whether one or more). and MAST DRILLING, INC.

and the second
hereinafter called Lessee:

Lessor, in consideration of \_\_\_\_\_\_\_ Dole and O.V.C. \_\_\_\_\_\_\_ Dollars (§ 1.00 ) in hand paid, receipt of which is here acknowledged and of the royalties herein provide 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, swe, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and other means, the following described land, together with any reversionary rights and after-acquired interest,

therein situated in County of Russell State of Kansas described as follows to wit:

#### The Northwest Quarter (NW4) Acres, more or less, and all accretions

and containing 18 Township 15S 13W 160 Range therete

In Section 18 Township 15S, Range 13W and containing 160 thereto. Subject to the provisions herein contained, this lease shall remain in force for a term of 3 years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled. Netwithstanding anything to the contrary-contained herein, Lessee is hereby granted the exclusive option. To be exercised prior to the date on which this faces or any officine thereof would expire in accordance with its terms and provisions, of extending this Lease for an additional period of Three (3) years as to shift of the contrary-contained herein. Lessee is hereby granted the exclusive option. To be exercised prior to the date on which this of the original for are primary term hereof. Such additional period of Three (3) years of an additional period of the such exprise of the subject to this clease the wide the original for are hereof. Such additional to the original period of net multiplet to this lease and subject to the other provisions of this lease. The finance (and here of the term thereof. Such tender shall be via check or sight draft mailed to or delivered to Lessor at the above address of the subject to the other provisions of this lease. The finance term thereof. Such tender shall be via check or sight draft mailed to or delivered to Lessor at the above address of the subject to the other provisions. The subject to the considered for an additional three for years may hereinafter furnistly Lessee via written notice). Should this option be exercised as to only a portion of the acreage then ecovered hereby, Lessee shall designate such portion by a recordable instrument. In consideration of the mergine the subject to this lease of a strong provided as to only a portion of the acreage then ecovered hereby, Lessee shall designate such portion by a recordable instrument.

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

In Section

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 (½) part of all oil nd saved from the leased premises. produced and say

produced and saved from the leased premises.
2<sup>nd</sup>. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (½), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (½) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products, 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 continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

gas, or either of first mentioned.

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of less 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 premi ses without written consent of lessor.

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

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

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

Lessee may at any time receive on an engine prior or place of record or releases covering any portion or portions of the above described pret 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.

such Law, Order, Rule or Regulation. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein. Tessee, at its option, is hereby given the right and power to pool or combine the nergege covered by this lesse is made, as recited herein. Tessee, at its option, is hereby given the right and power to pool or combine the nergege covered by this lesses is made, as recited herein. Tessee, at its option, is hereby given the right and power to pool or combine the nergege covered by this lesses is made, as recited herein. Tessee, at its option, is hereby given the right and power to pool or combine the nergege covered by this lesses is made, as recited herein. Tessee, at its option, is hereby given the right and power to pool or combine the nergege covered by this lesses is made, as recited herein. Tessee, at its option, is hereby given the right and power to pool or combine the nergege covered by this lesses is made, as recited herein. Tessee, 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 40 acres each in the event of a given the pooled acreage. Therefore acreage so pooled rint to a tract or unit shall be treated, for all purposes except the payment of royalties or production for the pooled on at a fit were included in this lease. If production is found on the pooled acreage, it shall by traded as if production is hall receive on production fr

IN WITNESS WHEREOF, the undersigned execute this ag	rectment as of the day and year first at	pove written.	0	
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Magles B. Wish	Q	L'amol	Mutall	
Marlene K. Mighell	S.S.#	James Mighell	1. 14 0	S.S.#
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