Kansas Corporation Commission Oil & Gas Conservation Division

PLAT & CERTIFICATION OF ACREAGE ATTRIBUTABLE TO AN OIL WELL

API Number:	Location of well: County Barton			
Operator: CMX, Inc.	2480 feet from South / _ North line of section			
Lease: Burmeister Lease	1180 feet from East / West line of section			
Well Number: 1-35 Claflin	35 Sec. 16 Twp. 11 R. East 7 West			
Fleid: Kraft-Prusa	Is section: 🗸 Regular 🦳 Irregular			
Number of acres attributable to well:10	If section is Irregular, locate well from the nearest corner boundry:			
Producing Formation(s): Arbuckle	Section corner used: NE NW SE SW			
(Show the location of the well and shade attributable acreage for prorated well nearest common source supply well.) R 11 W Henry P. & Arry C. Burmeister CMX, Inc. 80 Acre Unit 160' to Lease 1180 WL P Boundary				
Henry P. & Amy C. Burmeister	3390' SEWARD CO.			
Barton County	`			
The undersigned hereby certifies as Geologist	/TM-) for			
CMX, Inc.	(Title) for			
(Co.), a duly authorized agent, that all information shown hereon				
is true and correct to the best of my knowledge and belief, that all acreage clarecovery by the subject oil well. Signal Signal	ture: Real A lasto			
- Pronty	Minail Mar Marie -			
AAARIUM-YAM .J ANNOO Notary-hopic Notary-hopic Notary Public State of Kare				

REBISTER OF DEEDS

NARCIA JUNISCIN BARTON COUNTY, KS

Book: 617 Page: 498

Receipt 9: 11367 Total Fees: \$16.88

Pages Recorded: 3

Date Recorded: 5/8/2012 3:24:27 PM

OIL AND GAS LEASE

(PAID UP)

THIS AGREEMENT, Made and entered into this _	<u>19th</u> day of	April, 2012, by and betwee	Henry P. Burmeister and Amy C.
Burmeister, husband and wife , whose mailing ad	dress is <u>1651 NE 150t</u>	h Avenue, Holyrood, KS 67450	hereinafter called Lessor (whether one
or more) and			

CADE PRODUCTION LLC whose mailing address is 11342 Birolli Place, Littleton, Colorado 80125-1816, hereinafter called Lessee:

WITNESSETH:

1. That the Lessor, for and in consideration of <u>Ten and More</u> DOLLARS (\$10.00+) in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be performed by the Lessee, has this day granted, leased, and let and by these presents does hereby grant, lease and let exclusively unto the Lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipelines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of <u>Barton</u>, State of <u>Kansas</u>, described as follows, to-wit:

Township 16 South, Range 11 West

Section 35: NW/4

See Exhibit A Attached Hereto and Made a Part Hereof

and containing 160 acres, more or less.

- 2. It is agreed that this lease shall remain in force for a primary term of three (3) years from this date and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is produced from said leased premises or on lands pooled herewith.
- 3. This lease shall deliver to Lessor as royalty, free of cost, on the lease, or into the pipe line to which Lessee may connect its wells the equal one-seventh (1/7th) part of all oil produced and saved from the leased premises.
- 4. The Lessee shall pay to the Lessor, as a royalty one-seventh $(1/7^{th})$ of the proceeds received by the Lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the Lessee, Lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to One Dollar (\$1.00) per net mineral acre, and while shut in said royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
- 5. This lease is a paid-up lease and may be maintaining during primary term without further payments or drilling operations.
- 6. In the event said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said Lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in such land should revert to Lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
- 7. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing ponds or wells of the Lessor. When required by Lessor, the Lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during, or after the expiration of the lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
- 8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrations, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change of ownership in the land or in the royalties, or any sum due under this lease shall be binding on the Lessee until it has been furnished with either the original recorded instrument of conveyance or a duty certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the optocedings showing appointment of an administrator of the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance of duly certified copies thereof necessary in showing a complete chain of title back to Lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of such documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of Lessor.
- 9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligations on the part of the Lessee to offset wells on separate tracts into which the land covered by the lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
- 10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any royalty accruing hereunder.



- 11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation of more than one hundred-twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.
- 12. Lessee, at its option, is hereby granted the right and power at any time and from time to time to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other contiguous (contiguous meaning adjacent or touching corners with) land covered by another lease, or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 acres each in the event of a vertical oil well, or into a unit or units not exceeding 640 acres each in the event of a vertical gas and/or condensate or distillate well, or into a unit or units not exceeding 640 acres each in the event of a horizontal oil and/or gas well, plus an acreage tolerance of ten percent (10%) to conform Governmental Survey quarter sections; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be permitted or prescribed or as may be used in such allocation of allowable. Lessee shall execute in writing and file of record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on such unit shall be and constitute a well hereunder. Any well drilled on any such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so
- 13. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the Lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
- 14. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If Lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
- 15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor and Lessee.
- 16. EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of one (2) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

| Constitution | Constitut

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of April 2012, personally appeared, Henry P. Burmeister and Amy C. Burmeister, busband and wife to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: 9-11-2014

NOTARY PUBLIC - Sinte of Kansas MELISSA A. HUBBARD My Appl. Exp. Sept. 11, 2014

COUNTY OF BIXXTON

Notary Public

meli attolu

EXHIBIT "A"

Attached to and made a part of that certain Oil & Gas Lease dated April 19, 2012, entered into by and between Henry P. Burmeister and Amy C. Burmeister, as Lessor and Cade Production LLC, as Lessee covering the NW/4 of Section 35, Township 16 South, Range 11 West, Barton County, Kansas.

The terms of this Exhibit "A" shall control and prevail in the event of any conflict with those terms contained within said Oil and Gas Lease to which is attached.

- After the end of the primary term, this lease may not be maintained in force solely by reason
 of the shut-in royalty payments, as provided for in this lease, for any one shut-in period of
 more than two (2) consecutive years.
- 2. At such time as Lessee desires to commence drilling operations thereon, Lessee shall consult with Lessor in regard to and shall conduct its operations in such a manner as will least disturb, interfere with, or damage the surface contours of the leased premises. Lessee shall promptly restore any damaged caused by it to surface contours to their former condition including restoration of topsoil. In the event of production and continued use of the surface, Lessee will restore or prepare the surface so that Lessee's use thereof will not prohibit use of remaining ground. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purposes of drilling and production as to use of the surface for such ingress and egress.
- 3. Lessee shall pay for damages caused by lessee's operations on said land.
- Lessee or its assigns shall consult Lessor as to the location of lease roads, tank batteries, utility poles and other production facilities.
- 5. All pipelines or electric lines shall be buried below 36 inches.
- This Oil and Gas Lease does not in any way grant Lessee the right to convert a producing oil and gas well or drill a well solely for salt water or fluid disposal purposes without a separate agreement with Lessor.
- The acreage covered by this Oil and Gas Lease shall not be included in any vertical well production unit established by the Lessee unless 100% of the acreage belongs to the Lessor.
- 8. The acreage covered by this Oil and Gas Lease shall not be included in any horizontal well production unit established by the Lessee unless 25% or more of the total acreage included in such unit belongs to the Lessor. In the event of a well capable of production in paying quantities on a unit established under the terms of this lease shall extend beyond the primary term only that portion of the leased premises contained within said unit and shall not extend this lease as to the balance of the leased premises not within said unit beyond the expiration of the primary term.
- Any rock which surfaces by reason of Lessee's operations shall be removed and placed as pond rip-rap on lands owned by Lessor is and pursuant to Lessor's reasonable direction.
- Seismic operations shall be conducted only during the period commencing October 1 and ending the next March 31.
- All lease roads shall be maintained in condition to allow the regular pumper access and may not promote or cause erosion.
- The Lessee of his tenant shall not be required to fence oilfield structures when grazing crop land. All structures on pasture shall be fenced by Lessee.
- 13. In the event that any fencing belonging to Lessor needs to be taken down or removed by reason of oilfield operations, the same shall be repaired or replaced to Lessor's reasonable satisfaction.

End of Exhibit "A"

Signed for Identification

Comy C. Dumentes

REGISTER OF DEEDS

MARCIA JOHNSON BARTON COUNTY, KS
13 ook: 517 Page: 499

Receipt 6: 113667 Total Fees: \$16.80

Pages Recorded: 3

Date Recorded: 5/8/2012 3:24:28 PM

OIL AND GAS LEASE

(PAID UP)

THIS AGREEMENT, Made and	entered into this19th_	day of April	, 2012, by and between_	Henry P. Burmeister and Amy C.
Burmeister, husband and wife	_whose mailing address is _	1651 NE 150th Avenue	e, Holyrood, KS 67450	, hereinafter called Lessor (whether one
or more) and				

CADE PRODUCTION LLC whose mailing address is 11342 Birolli Place, Littleton, Colorado 80125-1816, hereinafter called Lessee:

WITNESSETH:

1. That the Lessor, for and in consideration of Ten and More DOLLARS (\$10.00+) in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be performed by the Lessee, has this day granted, leased, and let and by these presents does hereby grant, lease and let exclusively unto the Lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipelines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other subsurface strata, said tract of land being situated in the County of Barton State of Kansas described as follows, to-wit:

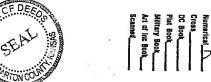
Township 16 South, Range 11 West

Section 35: SW/4

See Exhibit A Attached Hereto and Made a Part Hereof

and containing 160 acres, more or less.

- It is agreed that this lease shall remain in force for a primary term of <u>three (3)</u> years from this date and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is produced from said leased premises or on lands pooled herewith.
- 3. This lease shall deliver to Lessor as royalty, free of cost, on the lease, or into the pipe line to which Lessee may connect its wells the equal one-seventh (1/7th) part of all oil produced and saved from the leased premises.
- 4. The Lessee shall pay to the Lessor, as a royalty one-seventh (1/7th) of the proceeds received by the Lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the Lessee, Lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to One Dollar (\$1.00) per net mineral acre, and while shut in said royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
- 5. This lease is a paid-up lease and may be maintaining during primary term without further payments or drilling operations.
- 6. In the event said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said Lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in such land should revert to Lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
- 7. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing ponds or wells of the Lessor. When required by Lessor, the Lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during, or after the expiration of the lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
- 8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrations, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change of ownership in the land or in the royalties, or any sum due under this lease shall be binding on the Lessee until it has been furnished with either the original recorded instrument of conveyance or a duty certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator of the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance of duly certified copies thereof necessary in showing a complete chain of title back to Lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of such documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of Lessor.
- 9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligations on the part of the Lessee to offset wells on separate tracts into which the land covered by the lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
- 10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessec, at its option, may pay and discharge in whole or in part any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any royalty accruing hereunder.



- 11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation of more than one hundred-twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.
- 12. Lessee, at its option, is hereby granted the right and power at any time and from time to time to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other contiguous (contiguous meaning adjacent or touching corners with) land covered by another lease, or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 acres each in the event of a vertical oil well, or into a unit or units not exceeding 640 acres each in the event of a vertical gas and/or condensate or distillate well, or into a unit or units not exceeding 640 acres each in the event of a horizontal oil and/or gas well, plus an acreage tolerance of ten percent (10%) to conform Governmental Survey quarter sections; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be permitted or prescribed or as may be used in such allocation of allowable. Lessee shall execute in writing and file of record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on such unit shall be and constitute a well hereunder. Any well drilled on any such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so
- 13. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the Lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
- 14. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If Lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
- 15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor and Lessee.
- 16. EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of one (2) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.			
Cessor: Heury P. Burmeister	Comy C. Surmerston Lessor: Jamy C. Burmeister		
STATE OF KANSAS) COUNTY OF BARTON) SS.	ACKNOWLEDGMENT INDIVIDUAL		

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of April 2012, personally appeared, Henry P. Burmeister and Amy C. Burmeister, husband and wife to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: 9-11-2014

(SEAL) A NOTARY PUBLIC , State of Kansas
MELISSA A. HUBBARD

My Appt. Exp. Sept. 11, 2014

Notary Public

an addler

EXHIBIT "A"

Attached to and made a part of that certain Oil & Gas Lease dated April 19, 2012, entered into by and between Henry P. Burmeister and Amy C. Burmeister, as Lessor and Cade Production LLC, as Lessee covering the SW/4 of Section 35, Township 16 South, Range 11 West, Barton County, Kansas.

The terms of this Exhibit "A" shall control and prevail in the event of any conflict with those terms contained within said Oil and Gas Lease to which is attached.

- After the end of the primary term, this lease may not be maintained in force solely by reason
 of the shut-in royalty payments, as provided for in this lease, for any one shut-in period of
 more than two (2) consecutive years.
- 2. At such time as Lessee desires to commence drilling operations thereon, Lessee shall consult with Lessor in regard to and shall conduct its operations in such a manner as will least disturb, interfere with, or damage the surface contours of the leased premises. Lessee shall promptly restore any damaged caused by it to surface contours to their former condition including restoration of topsoil. In the event of production and continued use of the surface, Lessee will restore or prepare the surface so that Lessee's use thereof will not prohibit use of remaining ground. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purposes of drilling and production as to use of the surface for such ingress and egress.
- 3. Lessee shall pay for damages caused by lessee's operations on said land.
- Lessee or its assigns shall consult Lessor as to the location of lease roads, tank batteries, utility poles and other production facilities.
- 5. All pipelines or electric lines shall be buried below 36 inches.
- This Oil and Gas Lease does not in any way grant Lessee the right to convert a producing oil and gas well or drill a well solely for salt water or fluid disposal purposes without a separate agreement with Lessor.
- The acreage covered by this Oil and Gas Lease shall not be included in any vertical well
 production unit established by the Lessee unless 100% of the acreage belongs to the Lessor.
- 8. The acreage covered by this Oil and Gas Lease shall not be included in any horizontal well production unit established by the Lessee unless 25% or more of the total acreage included in such unit belongs to the Lessor. In the event of a well capable of production in paying quantities on a unit established under the terms of this lease shall extend beyond the primary term only that portion of the leased premises contained within said unit and shall not extend this lease as to the balance of the leased premises not within said unit beyond the expiration of the primary term.
- Any rock which surfaces by reason of Lessee's operations shall be removed and placed as pond rip-rap on lands owned by Lessor is and pursuant to Lessor's reasonable direction.
- Seismic operations shall be conducted only during the period commencing October 1 and ending the next March 31.
- 11. All lease roads shall be maintained in condition to allow the regular pumper access and may not promote or cause erosion.
- 12. The Lessee of his tenant shall not be required to fence oilfield structures when grazing crop land. All structures on pasture shall be fenced by Lessee.
- 13. In the event that any fencing belonging to Lessor needs to be taken down or removed by reason of oilfield operations, the same shall be repaired or replaced to Lessor's reasonable satisfaction.

End of Exhibit "A"

Signed for Identification

Henry D. Burmeister

Amy C. Byrmeister