

Well will not be drilled or Permit Expired Date: \_

Signature of Operator or Agent:

For KC0	C Use:			
Effective	Date:			
District #	<i>#</i>			
SGA?	Yes	No		

SGA?

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form C-1 March 2010 Form must be Typed Form must be Signed All blanks must be Filled

# **NOTICE OF INTENT TO DRILL**

Expected Spud Date:	month	day	vear	Spot Description:	
	monur	uay	year	(0.0.0.0)	E 🔲 🛚
PERATOR: License#				feet from N / S Line of	f Section
ame:				feet from E / W Line o	f Section
ddress 1:				Is SECTION: Regular Irregular?	
ddress 2:					
City:				County:	
Contact Person:				Lease Name: Well #:	
hone:				Field Name:	
CONTRACTOR: License#				Is this a Prorated / Spaced Field?	N
lame:				Target Formation(s):	
Well Drilled For:	Well Class	. Type	Equipment:	Nearest Lease or unit boundary line (in footage):	
				Ground Surface Elevation:	eet MS
Oil Enh F		=	Mud Rotary Air Rotary	Water well within one-quarter mile:	
Dispo	• =		Cable	Public water supply well within one mile:	- <u> </u>
Seismic ;# o				Depth to bottom of fresh water:	
Other:				Depth to bottom of usable water:	
				Surface Pipe by Alternate: II II	
If OWWO: old well	information as foll	ows:		Length of Surface Pipe Planned to be set:	
Operator:				Length of Conductor Pipe (if any):	
Well Name:				Projected Total Depth:	
Original Completion Da	ate:	Original Total D	Depth:	Formation at Total Depth:	
				Water Source for Drilling Operations:	
Directional, Deviated or Ho			Yes No	Well Farm Pond Other:	
f Yes, true vertical depth: _				DWR Permit #:	
Bottom Hole Location:				( <b>Note:</b> Apply for Permit with DWR )	
(CC DKT #:				VIII COTCS DC LAKETT:	N
				It yes proposed zone.	
				If Yes, proposed zone:	
			AF	FIDAVIT	
	affirms that the d	rilling, complet			
The undersigned hereby			tion and eventual p	FIDAVIT	
The undersigned hereby t is agreed that the follow	ving minimum req	uirements will	tion and eventual p	FIDAVIT	
The undersigned hereby	ving minimum req	uirements will <b>prior</b> to spudd	tion and eventual p be met: ling of well;	FIDAVIT lugging of this well will comply with K.S.A. 55 et. seq.	
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Side Two



For KCC Use ONLY	
API # 15	

Operator: \_

#### 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.

Location of Well: County: \_\_

se:									fee	t from	N /	S Line	of Section
I Number:										t from	E/	-	of Section
						Se	c	Twp	s	_		E	W
nber of Acres attr						- Is S	Section:	Regu	lar or	Irregular			
VQINQINQIN	or acreay	е	<del>-</del> -				Section is to corne		, locate wel		arest co		dary.
S	how location	on of the w	ell. Show foo	tago to the		PLAT	unit houng	Yaru lina	Show the pr	radiated la	ocations o	of.	
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	:	:			:	•••••			:				
	:	:							:   SEWARD CO.	3390' FEL	:	:	

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.



## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

237452

Form CDP-1
May 2010
Form must be Typed

# **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

Operator Name:		License Number:				
Operator Address:						
Contact Person:		Phone Number:				
Lease Name & Well No.:		Pit Location (QQQQ):				
Type of Pit:  Emergency Pit  Burn Pit  Settling Pit  Drilling Pit  Haul-Off Pit  (If WP Supply API No. or Year Drilled)  Is the pit located in a Sensitive Ground Water A	Pit is:  Proposed Existing  If Existing, date constructed:  Pit capacity:  (bbls)		SecTwp R East WestFeet from North / South Line of Section Feet from East / West Line of Section County Chloride concentration: mg/l mg/l mg/l reference from reference from mg/l mg/l mg/l reference from reference from mg/l reference from reference from mg/l reference from			
Is the bottom below ground level?  Yes No	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?			
Pit dimensions (all but working pits):	Length (fee					
If the pit is lined give a brief description of the li material, thickness and installation procedure.			dures for periodic maintenance and determining acluding any special monitoring.			
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. mation:			
feet Depth of water well	feet	measured	well owner electric log KDWR			
Emergency, Settling and Burn Pits ONLY:  Producing Formation:  Number of producing wells on lease:  Barrels of fluid produced daily:  Does the slope from the tank battery allow all s		Type of materia	over and Haul-Off Pits ONLY:  all utilized in drilling/workover:  king pits to be utilized:  procedure:			
flow into the pit? Yes No Drill pits must be closed within 365 days of spud date.  Submitted Electronically						
KCC OFFICE USE ONLY						
Date Received: Permit Num	ber:	Permi	t Date: Lease Inspection: Yes No			



#### Kansas Corporation Commission Oil & Gas Conservation Division

1237452

Form KSONA-1
January 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying 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 #							
Name:	<u> </u>						
Address 1:	•						
Address 2:	Lease Name: Well #:						
City:         State:	If filing a Form T-1 for multiple wells on a lease, enter the legal description the lease below:						
Phone: ( ) Fax: ( )							
Email Address:	-						
Surface Owner Information:							
Name:							
Address 1:	owner information can be found in the records of the register of deeds for the						
Address 2:							
City: State: Zip:+	_						
are preliminary non-binding estimates. The locations may be entered	ank batteries, pipelines, and electrical lines. The locations shown on the plat If on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.						
Select one of the following:							
owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.						
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and e KCC, which is enclosed with this form.						
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ng fee with this form. If the fee is not received with this form, the KSONA-1 P-1 will be returned.						
Submitted Electronically							
I							



Controlling data is based wan the best maps and photographs seation of land containing \$40 names.

CENTRAL KANSAS OILFIELD SERVICES, INC. 16201702-1977

December 15. 2014

REGISTER OF DEEDS PEM MENNIKEY BARTUN COUNTY, KS Books -(5 Receipt \$1 118984 lotal Fees: \$12.00 Pages Recorded: 2 Date Recorded: 4/5/2013 10:01:11 AM

OH AND GAS LEASE

AGREEMENT, Made day of March, 2013, by and between Terry G. Rupe and Mary K. Rupe, husband and wife, # 937 Lessor (whether one or more), and RJM Company, hereinafter called Lessee: NE 180th Road, Claffin, Kansas

tty and no Dollars (\$20.00) per acre in hand paid, receipt of which is hereby acknowledged and of the royalties Lessor, in consideration herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating. exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Barton, State of Kansas, described as follows to-wit:

THAT CERTAIN TRACT OR PARCEL OF LAND ESTIMATED TO CONTAIN 77.00 ACRES, MORE OR LESS, BEING LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 12 WEST, BARTON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NE/c OF THE NW/4) OF SAID SECTION 36; THENCE ON AN ASSUMED BEARING OF WEST, ALONG THE NORTH LINE OF THE NW/4) OF SAID SECTION 36; THENCE ON AN ASSUMED BEARING OF WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW/4), A DISTANCE OF ONE THOUSAND TWO HUNDRED TWENTY-ONE AND SIXTY-EIGHT HUNDREDTHS (1, 221, 681) FEET; THENCE ON A BEARING OF SOUTH 00°50'21" WEST, A DISTANCE OF TWO THOUSAND SIX HUNDRED THIRTY-THREE AND FORTY-SEVEN HUNDREDTHS (2, 431, 47) FEET, TO THE SOUTH DISCOUTH BY SOUTH NORTH SOUTH SOUT BEARING OF SOUTH 0075021" WEST, A DISTANCE OF TWO THOUSAND SIA HUNDRED THIRTT-THREE AND FORTISEVEN HUNDREDTHS (2,633.47") FEET, TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION
36; THENCE ON A BEARING OF SOUTH 89°50′56" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER
(NW/4) OF SAID SECTION 36, A DISTANCE OF ONE THOUSAND ONE HUNDRED ELEVEN AND FORTY-THREE HUNDREDTHS (1,111.43') FEET, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (SE/c OF THE NW/4) OF SAID SECTION 36; THENCE ON A BEARING OF NORTH 03\*13\*52" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 36, A DISTAINCE OF TWO THOUSAND SIX HUNDRED FORTY AND THIRTY-ONE HUNDREDTHS (2,640.31') FEET, TO THE POINT OF BEGINNING.

Subject to the provision herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), with a one (1) year extension for One and no/100 Dollars (\$1.00) per year per acre, and as long thereafter as oil, liquid hydrocarbons or other respective constituents products, or any of them, is produced from said land or land with which said land is pooled.

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

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 prentises.

2<sup>st</sup> To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or in the manufacture of products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for gas sold, used off the premises, or in the manufacture of products therefrom, 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 hereu payment or tender is made it will be considered that gas is being produced withing 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, and oil produced on said land for lessee's operation thereo

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

Lessee shall pay Five Dollars (\$5.00) per acre for Seismic damage to be paid when seismic work is completed

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.

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

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above

described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release

all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other

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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 and, lease or reason in the immediate vicinity thereof, when in reason's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount

of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.



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MEGISTER OF DEEDS PAH MUNNKLY BAKTON COUNTY, KS 7034 Receipt #: 119681 lotal Fees: \$12.00 Pages Recorded: 2 Date Recorded: 5/15/2013 10:35:30 AM

AND GAS LEASE

day of April 2013, by and between Woydziak Farms, LLC - Patricia L. Woydziak, managing AGREEMENT, Made and er member, and Bradley Woydziak 133 East, Junction City, Kansas 66411, hereinafter called Lessor (whether one or more), and RJM Company, hereinafter called Les

of yenty and no Dollars (\$20.00) per acre in hand paid, receipt of which is hereby acknowledged and of the royalties no of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, Lessor, in considerati herein provided and of the agreement exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Barton, State of Kansas described as follows to-wit:

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North Half Northeast Quarter (N/2 NE/4) of Section Thirty-Six (36), Township Sixteen (16) South, Range Twelve (12) West containing 80 acres more or less

Subject to the provision herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or other respective constituents products, or any of them, is produced from said land or land with which said

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.

2" To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or in the manufacture of products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for gas sold, used off the premises, or in the manufacture of products therefrom, 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 withing the meaning of the preceding paragraph. However, shut-in gas royalties shall not be payable longer than three (3) years after the end of the primary term of this Lease, and if gas is not being sold at that time, this Lease will terminate unless the parties otherwise agree in writing.

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 jess 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, and oil produced on said land for lessee's operation thereon. 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 lessec'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

Lessee shall pay Five Dollars (\$5.00) per acre for Seismic damage to be paid when seismic work is completed.

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

whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above

described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

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

Lessee, at its option is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 160 acres each in the event of a gas well. The unit well shall be located in the center of the unit. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total

acreage so pooled in the particular unit involved. Lessor (and Lessee) herein agree to less and except from the terms of this Oil and Gas Lease any currently existing oil and/or gas well(s), bore hole(s) or other related facilities located on the herein above described lease premises. Lessor further agrees that Lessee shall not be liable nor shall Lessee have the obligation to plug and abandon any of said existing oil and/or gas well(s), bore hole(s) or related facilities,

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

WOYDZIAK FARMS, LLC