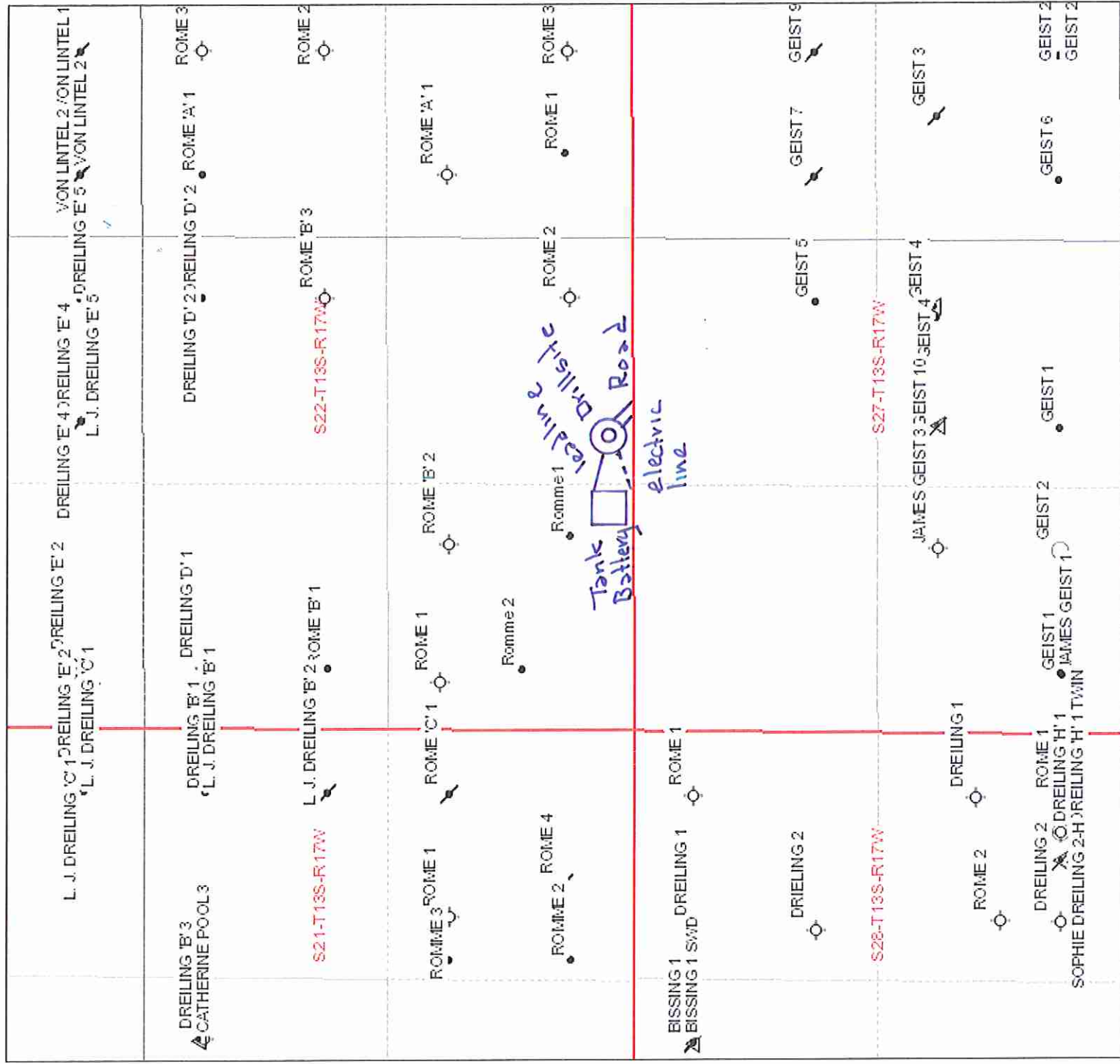
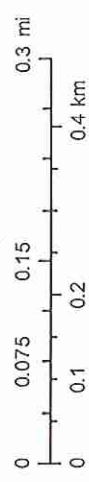


PRELIMINARY PLAT: DaMar Resources, Inc. #1 Romme-Geist Unit



September 4, 2015

1:9,028



Drill site

Recorder No. **KBP**
09-115

Kansas Blue Print
700 S. Broadway PO Box 703
Wichita, KS 67201-0703
316-264-0344 • 264-5165 fax
www.kbp.com • kbp@kbp.com

OIL AND GAS LEASE

AGREEMENT. Made and entered into the 26th day of September, 2012
by and between Merlin J. Romme, a single person

whose mailing address is 2712 Barclay Dr., Hays, KS 67601 hereinafter called Lessor (whether one or more),
and DaMar Development Co., a partnership, Hays, KS 67601

hereinafter called Lessee:

Lessor, in consideration of ten and more Dollars (\$ 10.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their 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 Ellis State of Kansas described as follows to-wit:

The East Half of the South Half of the North Half of the Southwest Quarter (E/2 S/2 N/2 SW/4) ✓
and the
South Half of the South Half less & except the 10-acre tract SW/4 SW/4 SE/4 (S/2 S/2 less SW/4 SW/4 SE/4), ✓
all

In Section 22 Township 13 South Range 17 West and containing 190 acres, more or less, and all accretions thereto.

Subject to the provisions 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, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8) of 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 the 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 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 ~~XXXXXXXXXX~~ 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 execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

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

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

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

Witnesses:

Merlin J. Romme

Merlin J. Romme

JS
Checked
JS
in Order
BR
Numerical
Checked

AMENDMENT OF OIL AND GAS LEASE

This Amendment is made and entered into this 1st day of February, 2014, by and between the following parties

- Neil Geist and Susan Geist, husband and wife;
- Elgerine Ready, a single person;
- Renee Bast and Kevin Bast, wife and husband;
- Beverly Ann Brungardt and William Brungardt, wife and husband;
- Allen E. Weigel and LaVonne S. Weigel, husband and wife;
- Rita Cassatt and Donovan Cassatt, wife and husband;
- Diann Gallawa and Paul L. Gallawa, wife and husband;
- Steven F. Geist and Shawn M. Geist, husband and wife;
- Priscilla M. Hunt and Albert L. Hunt, wife and husband;
- Mark F. Pfeifer and Charlotte Pfeifer, husband and wife;
- Barbara Jean Sage and Daniel Sage, wife and husband;
- Kevin Schmidt, a single person;
- Mary Kay Stecklein, a single person;
- Floyd G. Weigel, a single person;
- Alice Walter, a single person;
- Leon A. Weigel and Patricia Weigel, husband and wife;
- Orval J. Weigel, a single person;
- Roy J. Weigel and Sheila Weigel, husband and wife;
- American Assurance 2000 LP

("Mineral Owners")

And

D. R. Lauck Oil Company, Inc., a Kansas corporation,

("Lauck")

WHEREAS, the Mineral Owners are the owner of all minerals and/or royalty in and under the following described real estate situated in Ellis County, Kansas ("Lands"):

East Half of the Northwest Quarter (E/2 NW/4) and West Half of the Northeast Quarter (W/2 NE/4) of Section Twenty-seven (27), Township Thirteen (13) South, Range Seventeen (17) West of the 6th p.m.

and

WHEREAS, Lauck is an owner and operator of that certain Oil and Gas Lease described as follows ("Geist Lease"):

Photo PP
 Direct PP
 In Direct PP
 Numerical PP
 Checked PP

STATE OF KANSAS } MAR 26 2014
 ELLIS COUNTY }
 This instrument was filed for record
 at 2:50 o'clock
 of records by 83
 R. Lauck, Registrar of Deeds
 File # 172-00 Registrar of Deeds



Call: DaMar

Geist Lease – Amendment of Oil and Gas Lease

Lessors: James Geist and Louisa Geist, husband and wife
Lessee: H. H. Blair
Date: March 31, 1947
Recorded: Book 63, Page 145 ✓
Description: E/2 NW4 ✓ & W/2 NE/4 of Section 27-13S-17W, Ellis County, Kansas

and

WHEREAS, the Geist Lease does not contain a provision allowing for the pooling and/or unitization of the lands covered by said Lease.

THEREFORE, the Minerals Owners and Lauck, pursuant to the exchange of good and valuable consideration and to promote the efficient development of oil and gas under the Geist Lease, agree as follows:

1. That the Geist Lease shall be amended to add and insert the following provision (“Pooling Provision”):

Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other 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 said 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 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 and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for 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 any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only 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 pooled in the particular unit involved.