For KCC Use:

э:

District	#	

SGA?	Yes	No

Form

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1352063

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

# NOTICE OF INTENT TO DRILL

Must be approved by KCC five (5) days prior to commencing well

Expected Spud Date:	Spot Description:
month     day     year       OPERATOR:     License#	Sec Twp S. R E □ W feet from □ N / □ S Line of Section feet from □ E / □ W Line of Section
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side) County: Lease Name: Well #:
CONTRACTOR: License# Name:	Field Name:
Well Drilled For:       Well Class:       Type Equipment:         Oil       Enh Rec       Infield       Mud Rotary         Gas       Storage       Pool Ext.       Air Rotary         Disposal       Wildcat       Cable         Seismic ;       # of Holes       Other         Other:	Nearest Lease or unit boundary line (in footage):         Ground Surface Elevation:      feet MSL         Water well within one-quarter mile:       Yes       No         Public water supply well within one mile:       Yes       No         Depth to bottom of fresh water:
Operator:     Well Name:     Original Completion Date:     Original Total Depth:	Length of Conductor Pipe (if any): Projected Total Depth: Formation at Total Depth:
Directional, Deviated or Horizontal wellbore? Yes No If Yes, true vertical depth: Bottom Hole Location: KCC DKT #:	Water Source for Drilling Operations:          Well       Farm Pond       Other:         DWR Permit #:
	If Yes, proposed zone:

#### AFFIDAVIT

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

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

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

# Submitted Electronically

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

#### Remember to:

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

ш

**Well will not be drilled or Permit Expired** Date: \_ Signature of Operator or Agent:

1352063

For KCC Use ONLY

API # 15 - \_\_\_\_

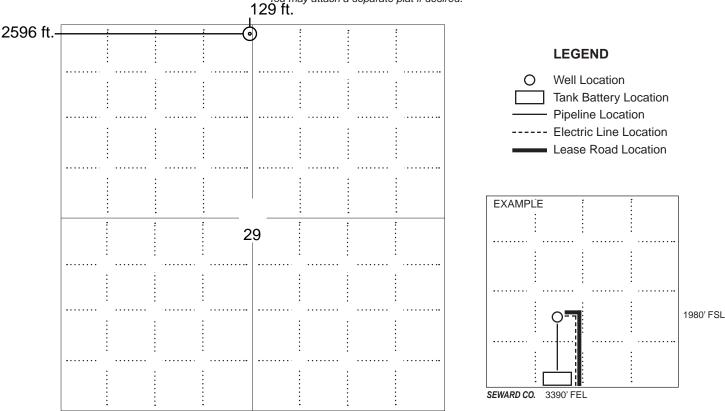
## IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

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

PLAT

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired. 129 ft.



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 1352063

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):		
	Artificial Liner?	(bbls) No lo et) pest point: Describe proce	How is the pit lined if a pla	North / South L East / West L Gency Pits and Settling Pits astic liner is not used? N/A: S N/A: S No Pit Ance and determining	Line of Section Line of Section County County only) Steel Pits
Distance to nearest water well within one-mile of	of pit:	Depth to shallo	west fresh water	feet.	
		Source of inform	nation:	electric log	KDWR
feet Depth of water wellfeet			ver and Haul-Off Pits ON		
Emergency, Settling and Burn Pits ONLY: Producing Formation:			l utilized in drilling/workove		
Producing Formation:         Number of producing wells on lease:			king pits to be utilized:		
Barrels of fluid produced daily:			procedure:		
Does the slope from the tank battery allow all spilled fluids to flow into the pit?		Drill pits must b	e closed within 365 days of	f spud date.	
Submitted Electronically		· · · · ·			
KCC OFFICE USE ONLY					
Date Received: Permit Numl	ber:	Permi	t Date: I	Lease Inspection:	Yes 🗌 No

KANSAS CORPORATION COMMISSION	
OIL & GAS CONSERVATION DIVISION	

1352063

#### 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 #	Well Location:		
Name:			
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of		
Contact Person:	the lease below:		
Phone: ( ) Fax: ( )			
Email Address:			
Surface Owner Information:			
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional		
Address 1:			
Address 2:			
City: State: Zip:+			

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

#### Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

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

## Submitted Electronically

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e ONLY

API # 15 -

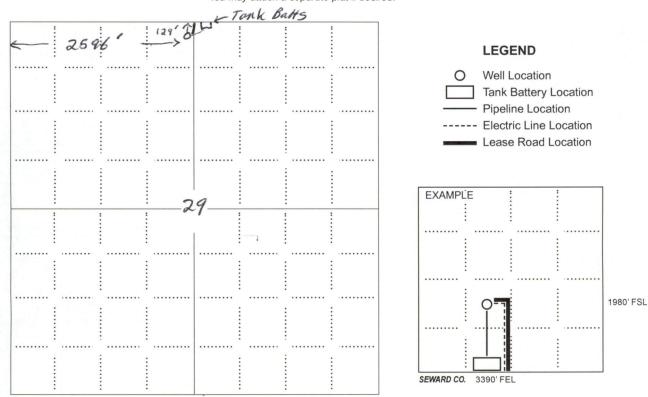
### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator:	Location of Well: County: Thomas
Lease:	feet from K N / S Line of Section
Well Number:	2596 feet from E / W Line of Section
Field:	Sec 29 Twp 9 S. R 34 🔲 E 🛛 W
Number of Acres attributable to well: QTR/QTR/QTR/QTR of acreage:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NENNESESW

PLAT

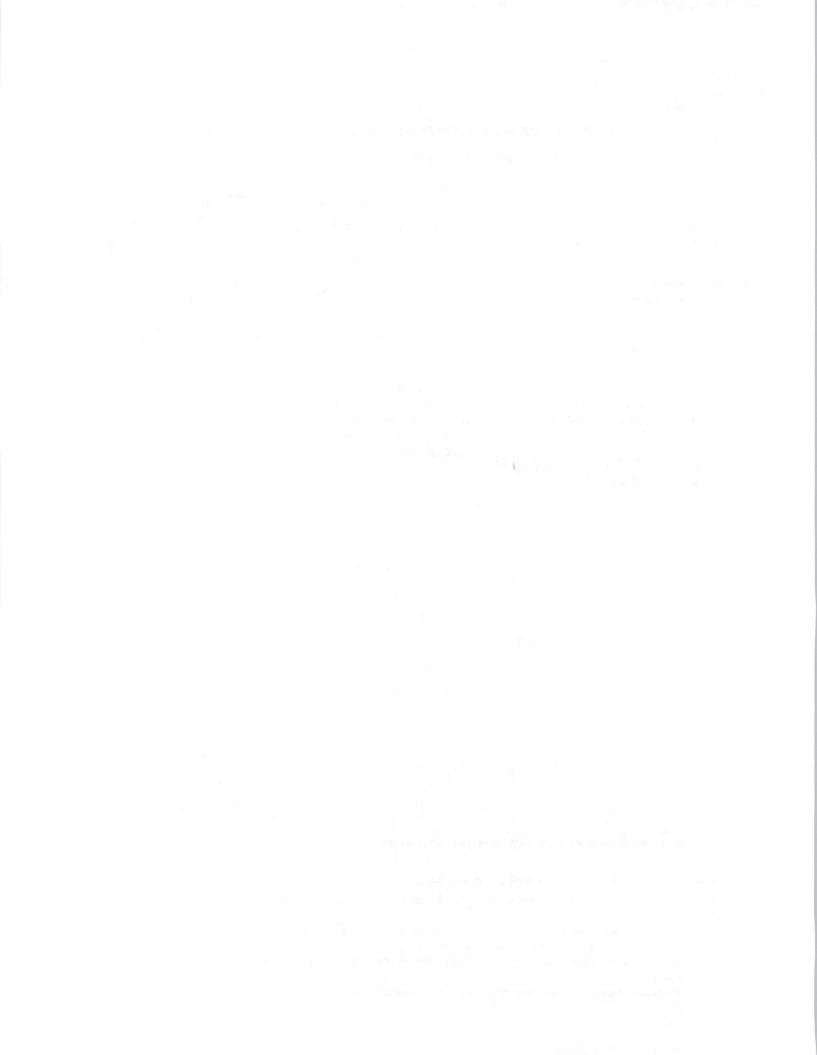
Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



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.



# **Additional Surface Owner**

For Notice of Intent to Drill Form C-1 Lease Name: Kistler KHJ #1-29

Claude and Cleta Herren Trust c/o Cleta Herren, Trustee 949 County Road 16 Colby, KS 67701

Scott and Debbie Sigman 12106 E. 54<sup>th</sup> Street Kansas City, MO 64133

# BOON 242 PAGE 264

FILE NUMBER 20142180 BK 242 PG 264 - 265 RECORDED 11/24/2014 at 11:20 AM RECORDING FEE: \$ 12.00 Surpanne Herseklurger Thomas County, KANSAS LORA L. VOLK, REGISTER OF DEEDS

SUZANNE HERSCHBERGER, DEPUTY

Deputy

INDEXED MICROFILMED

When Recorded, Return To: Raymond Oil Company, Inc. P.O. Box 48788 Wichita, KS 67201-8878

# **OIL AND GAS LEASE**

AGREEMENT, made and entered into this 13th day of November \_, 2014, by and between Roy H. Kistler and Judy R. Kistler, husband and wife, whose mailing address is 804 Brierwood Drive, Manhattan, KS 66502 , hereinafter called lessor (whether one or more), and Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201 , hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby 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, underground 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 temporary housing and otherwise caring for its employees, the following described land, State of \_ Kansas , described as follows, to wit:

> A Tract in the N/2 commencing at the NW/C of the NW/4 thence easterly along the North line of said Section for a distance of 3573' .125"; thence S 00°37' W for a distance of 425' 1 & 3/8"; thence S 20° 09' W for a distance of 1019' 3.6"; thence N 88° 28' W for a distance of 1212' 11.1865"; thence N 66° 40' W for a distance of 314' 4.758"; thence S 88° 49' W for a distance of 548' 2.76"; thence N 71° 06' W for a distance of 822' 2.648"; thence S 02° 34' W for a distance of 279' 11.516"; thence S 88° 50' West of a distance of 372' 1.34"; thence N  $00^{\circ}$  15' W along the West line of said NW/4 as aforesaid, for a distance of 1257' 3.948" to the point of beginning.

In Section <u>29</u>, Township <u>9 South</u>, Range <u>34 West</u> and containing 97.10 Acres, more or less, and all accretions thereto.

- 2. Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from February 2, 2015, (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
- In consideration of these premises lessee covenants and agrees:
  - a. To deliver to the credit of lessor, free of cost, in the pipeline 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.
  - b. 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), 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 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 4. 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 to 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 the leased premises for lessee's 6. operations thereon, except water from wells of lessor.
- 7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.

63 U (Rev. 1993, ATH 11/2011)

# 800N 242 PAGE 265

- 8. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
- Lessee shall pay for all damages caused by lessee's operations to growing crops on said land. 9

10. 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.

- 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 its heirs executors, administrators, successors or assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on 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.
- 12. 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.
- 13. 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.
- 14. 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 leases is made, as recited herein.
- 15. 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 leases 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.
- 16. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- 17. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.
- 18. In the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder.

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

Roy H. Kistler Judy R. Kistler STATE OF KANSAS Acknowledgment for Individual (KS, OK, CO) ss: COUNTY OF Kile

Before me, the undersigned, a Notary Public, within and for said County and State, on this 18 dav of November \_\_\_\_, 2014, personally appeared Roy H. Kistler and Judy R. Kistler, husband and wife to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that <u>they</u> executed the same as <u>their</u> free and voluntary act(s) and deed(s) for the uses and purposes therein set forth.

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

My commission expires

3-15 SALLY PETERSON NOTARY PUBLIC STATE OF KANSAS

Sally Peterson

405 Exp. 7-

BOOK 242 PAR. 737

FILE NUMBER 20142317 BK 242 PG 737 - 738 RECORDED 12/17/2014 at 9:07 AM RECORDING FEE: \$ 12.00 Thomas County, KANSAS LORA L. VOLK, REGISTER OF DEEDS SUZANNE HERSCHBERGER, DEPUTY

INDEXED MICROFILMED

When Recorded, Return To: Raymond Oil Company, Inc. P.O. Box 48788 Wichita, KS 67201-8878

## OIL AND GAS LEASE

AGREEMENT, made and entered into this <u>8th</u> day of <u>December</u>, <u>2014</u>, by and between <u>Cleta M.</u> <u>Herren, Trustee of the Claude and Cleta Herren Trust, dated November 10, 2011</u>, whose mailing address is <u>949 County Road 16, Colby, KS 67701</u>, hereinafter called lessor (whether one or more), and <u>Raymond Oil</u> <u>Company, Inc., PO Box 48788, Wichita, KS 67201</u>, hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby 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, underground 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 temporary housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of <u>Thomas</u>, State of **Kansas**, described as follows, to wit:

#### SE/4

In Section <u>20</u>, Township <u>9 South</u>, Range <u>34 West</u> and containing <u>160</u> Gross Acres, more or less, and all accretions thereto.

- Subject to the provisions herein contained, this lease shall remain in force for a term of <u>Three (3)</u> years from January 27, 2015, (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
- 3. In consideration of these premises lessee covenants and agrees:
  - a. To deliver to the credit of lessor, free of cost, in the pipeline 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.
  - b. 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)**, 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 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.
- 4. 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.
- 5. 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 to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
- 6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of lessor.
- 7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
- 8. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
- 9. Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.
- 10. 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.
- 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 its heirs executors, administrators, successors or assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on lessee until after

BOOK 242 PAGE 738

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.

- 12. 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.
- 13. 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.
- 14. 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 leases is made, as recited herein.
- 15. 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 leases 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 premises covered by this lease 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.
- 16. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.

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

Eleta M. Henen trustee Cleta M. Herren, Trustee of the Claude and Cleta Herren Trust, dated November 10, 2011

STATE OF KANSAS

COUNTY OF THOMAS )

ss:

Acknowledgment for Individual (KS, OK, CO)

Before me, the undersigned, a Notary Public, within and for said County and State, on this <u>1</u> day of <u>December</u>, 2014, personally appeared <u>Cleta M. Herren, Trustee of the Claude and Cleta Herren Trust, dated</u> <u>November 10, 2011</u>, to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that <u>she</u> executed the same as <u>her</u> free and voluntary act(s) and deed(s) for the uses and purposes therein set forth.

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

My commission expires

Sept 28, 2018

Ushley Tr Notary Public

My Appointment Expires September 28, 2018

ASHLEY M. MOSER

BOON 245 PAGE 98



FILE NUMBER 24500098 BK 245 PG 98 - 99 RECORDED 4/16/2015 at 10:19 AM RECORDING FEE: \$ 20.00 Surfamme Huseklunger Thomas County, KANSAS LORA L. VOLK, REGISTER OF DEEDS SUZANNE HERSCHBERGER, DEPUTY

When Recorded, Return To: Raymond Oil Company, Inc. P.O. Box 48788 Wichita, KS 67201-8878

## OIL AND GAS LEASE

AGREEMENT, made and entered into this <u>26th</u> day of <u>March</u>, <u>2015</u>, by and between <u>Vicki L. Kelley, a single person</u> whose mailing address is <u>6165 NE Kensington, Lee's Summit, MO 64064</u>, hereinafter called lessor (whether one or more), and <u>Raymond Oil Company, Inc., PO Box 48788, Wichita, KS</u> <u>67201</u>, hereinafter called lessee.

Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby 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, underground 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 temporary housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of <u>Thomas</u>, State of <u>Kansas</u>, described as follows, to wit:

### S/2 NW/4 & SW/4

In Section <u>20</u>, Township <u>9 South</u>, Range <u>34 West</u> and containing <u>240.00</u> Gross Acres, more or less, and all accretions thereto.

- Subject to the provisions herein contained, this lease shall remain in force for a term of <u>three (3)</u> years from August 16, 2015 (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
- 3. In consideration of these premises lessee covenants and agrees:
  - a. To deliver to the credit of lessor, free of cost, in the pipeline 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.
  - b. 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), 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 the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a weil 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.
- 4. 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.
- 5. 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 to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
- 6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of lessor.
- 7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
- 8. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
- 9. Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.
- 10. 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.
- 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 its heirs executors, administrators, successors or assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on 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.

- 12. 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.
- 13. 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.
- 14. 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 leases is made, as recited herein.
- 15. 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 leases 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.
- 16. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- 17. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.
- 18. In the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder.

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

SS:

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Vicki L. Kelley

STATE OF MISSOURI

COUNTY OF JACKSON

Acknowledgment for Individual (KS, OK, CO)

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015, personally appeared \_<u>Vicki L. Kelley, a single person</u>, to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that <u>she</u> executed the same as <u>her</u> free and voluntary act(s) and deed(s) for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

written.

My commission expires

KENT TURNER Notary Public-Notary Seal STATE OF MISSOURI Jackson County My Commission Expires Aug. 21, 2016 Commission # 12385820

# BOOK 245 PAGE 100



FILE NUMBER 24500100 BK 245 PG 100 - 101 RECORDED 4/16/2015 at 10:20 AM RECORDING FEE: \$ 20.00 Sugarne Suscenturger Thomas County, KANSAS LORA L. VOLK, REGISTER OF DEEDS SUZANNE HERSCHBERGER, DEPUTY

When Recorded, Return To: Raymond Oil Company, Inc. P.O. Box 48788 Wichita, KS 67201-8878

# OIL AND GAS LEASE

AGREEMENT, made and entered into this <u>26th</u> day of <u>March</u>, 2015, by and between <u>scott W. Sigman and Debbie Sigman, husband and wife</u> whose mailing address is <u>12106 E. 54<sup>th</sup> Street, Kansas City, MO 64133</u>, hereinafter called lessor (whether one or more), and <u>Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201</u>, hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby 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, underground 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 temporary housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of <u>Thomas</u>, State of <u>Kansas</u>, described as follows, to wit:

## S/2 NW/4 & SW/4

In Section <u>20</u>, Township <u>9 South</u>, Range <u>34 West</u> and containing <u>240.00</u> Gross Acres, more or less, and all accretions thereto.

- 2. Subject to the provisions herein contained, this lease shall remain in force for a term of <u>three (3)</u> years from August 20, 2015 (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
- 3. In consideration of these premises lessee covenants and agrees:
  - a. To deliver to the credit of lessor, free of cost, in the pipeline 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.
  - b. 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)**, 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 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.
- 4. 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.
- 5. 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 to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
- 6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of lessor.
- 7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
- 8. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
- 9. Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.
- 10. 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.
- 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 its heirs executors, administrators, successors or assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on 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.

- 12. 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.
- 13. 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.
- 14. 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 leases is made, as recited herein.
- 15. 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 leases 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.
- 16. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- 17. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.
- 18. In the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder.

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

ss:

Scott W. Sigman

Jackson JM

**Debbie Sigman** 

Acknowledgment for Individual (KS, OK, CO)

Before me, the undersigned, a Notary Public, within and for said County and State, on this <u>3</u> day of <u>**1**</u>, **2015**, personally appeared <u>Scott W. Sigman and Debbie Sigman, husband and wife</u> , to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that <u>they</u> executed the same as <u>their</u> free and voluntary act(s) and deed(s) for the uses and purposes therein set forth.

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

My commission expires

STATE OF MISSOURI

COUNTY OF

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March 16 2018

Notary Public

