For KCC Use: Effective Date: District # _ SGA? Yes No

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1357371

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

NOTICE OF INTENT TO DRILL

	month	day	year	Spot Description:	
	monar	uuy	your	Sec Twp	S. R E V
DPERATOR: License#				feet from	N / S Line of Section
lame:				feet from	E / W Line of Section
ddress 1:				Is SECTION: Regular Irregular?	
ddress 2:				(Nate: Leaste well on the Section Plate	un mayamaa aida)
ity:				(Note: Locate well on the Section Plat of	*
contact Person:		•		County:	
hone:				Lease Name:	
ONTRACTOR II	,			Field Name:	
CONTRACTOR: License#	Ŧ			Is this a Prorated / Spaced Field?	Yes No
lame:				Target Formation(s):	
Well Drilled For:	Well Class	: Тур	oe Equipment:	Nearest Lease or unit boundary line (in footage):	
Oil Enh	Rec Infield		Mud Rotary	Ground Surface Elevation:	feet MS
Gas Stora		-	Air Rotary	Water well within one-quarter mile:	Yes N
Dispo	• =	<u> </u>	Cable	Public water supply well within one mile:	Yes N
Seismic ;#		_		Depth to bottom of fresh water:	
Other:				Depth to bottom of usable water:	
				Surface Pipe by Alternate: I II	
If OWWO: old well	I information as follo	ows:		Length of Surface Pipe Planned to be set:	
Operator:				Length of Conductor Pipe (if any):	
Well Name:				Projected Total Depth:	
			al Depth:		
original completion b	u.o	Original lot	ar 20ptii	Water Source for Drilling Operations:	
Directional, Deviated or Ho	orizontal wellbore?		Yes No	Well Farm Pond Other:	
Yes, true vertical depth: _				DWR Permit #:	
Bottom Hole Location:				(Note: Apply for Permit with DW	/R
(CC DKT #:					Yes N
				If Yes, proposed zone:	
				FIDAVIT	
 is agreed that the follows Notify the appropriate A copy of the appriate The minimum amounthrough all unconses If the well is dry how The appropriate dies If an ALTERNATE Or pursuant to Appropriate 	wing minimum requiate district office proved notice of integrand of surface pipe solidated materials ple, an agreement istrict office will be II COMPLETION, pendix "B" - Easte	uirements v prior to spuent to drill see as specificated a min between the notified be production rn Kansas s	oletion and eventual plantial be met: Idding of well; I	FIDAVIT lugging of this well will comply with K.S.A. 55 et. seq.	prior to plugging; AYS of spud date. ternate II cementing
is agreed that the follow 1. Notify the appropri 2. A copy of the appr 3. The minimum amouthrough all uncons 4. If the well is dry ho 5. The appropriate di 6. If an ALTERNATE Or pursuant to Approved be completed Ibmitted Electro For KCC Use ONLY API # 15 - Conductor pipe required Minimum surface pipe re Approved by: This authorization expire	wing minimum requiate district office proved notice of interpretation of surface pipersolidated materials oble, an agreement district office will be II COMPLETION, pendix "B" - Easted within 30 days of the province of the	uirements v prior to spuent to drill s e as specifi s plus a min between the notified be production rn Kansas s f the spud c	poletion and eventual playill be met: Indding of well; Indding of well; Indall be posted on each ed below shall be set imum of 20 feet into the experator and the distore well is either plug pipe shall be cemented surface casing order # and the well shall be the playing pipe shall be cemented at the or the well shall be the per ALT. In	FIDAVIT lugging of this well will comply with K.S.A. 55 et. seq. th drilling rig; they circulating cement to the top; in all cases surface pine underlying formation. Strict office on plug length and placement is necessary paged or production casing is cemented in; and from below any usable water to surface within 120 December 133,891-C, which applies to the KCC District 3 area, alt	prior to plugging; PAYS of spud date. Iternate II cementing or any cementing. Date of the company of the compa
is agreed that the follow 1. Notify the appropri 2. A copy of the appr 3. The minimum amouthrough all uncons 4. If the well is dry ho 5. The appropriate di 6. If an ALTERNATE Or pursuant to Approved be completed Journal of the completed of the completed Journal of the completed of	wing minimum requiate district office proved notice of interpretation of surface pipersolidated materials oble, an agreement district office will be II COMPLETION, pendix "B" - Easted within 30 days of the province of the	uirements v prior to spuent to drill s e as specifi s plus a min between the notified be production rn Kansas s f the spud c	poletion and eventual playill be met: Indding of well; Indding of well; Indall be posted on each ed below shall be set imum of 20 feet into the experator and the distore well is either plug pipe shall be cemented surface casing order # and the well shall be the playing pipe shall be cemented at the or the well shall be the per ALT. In	FIDAVIT lugging of this well will comply with K.S.A. 55 et. seq. th drilling rig; thy circulating cement to the top; in all cases surface pine underlying formation. Strict office on plug length and placement is necessary proceed or production casing is cemented in; and from below any usable water to surface within 120 Dr. 133,891-C, which applies to the KCC District 3 area, alto a plugged. In all cases, NOTIFY district office prior to the complex process. Remember to: File Certification of Compliance with the Kansas Surface (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Dr. File Completion Form ACO-1 within 120 days of spud. File acreage attribution plat according to field proration. Notify appropriate district office 48 hours prior to work. Submit plugging report (CP-4) after plugging is complete.	prior to plugging; PAYS of spud date. Iternate II cementing or any cementing. Description of the prior of th

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

0:-/-	T
	IW

1357371

For KCC Use ONLY	
API # 15	_

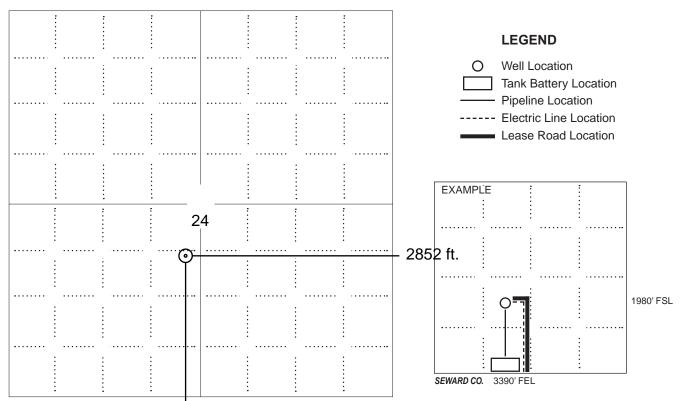
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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
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.



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

1928 ft.

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.

1357371

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:	Pit is:		·		
Emergency Pit Burn Pit	Proposed [Existing	SecTwp R		
Settling Pit Drilling Pit	If Existing, date con	structed:	Feet from North / South Line of Section		
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from East / West Line of Section		
(II WI Supply All TNO. St. Total Difficult)		(bbls)	County		
Is the pit located in a Sensitive Ground Water A	rea? Yes N	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)		
Is the bottom below ground level? Yes No	Artificial Liner?	0	How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fee	t)	Width (feet) N/A: Steel Pits		
Depth fro	om ground level to deep	pest point:	(feet) No Pit		
If the pit is lined give a brief description of the lin material, thickness and installation procedure.	ner		dures for periodic maintenance and determining cluding any special monitoring.		
Distance to nearest water well within one-mile of	of pit:	Depth to shallowest fresh water feet. Source of information:			
feet Depth of water well	feet	measured	well owner electric log KDWR		
Emergency, Settling and Burn Pits ONLY:		Drilling, Workover and Haul-Off Pits ONLY:			
Producing Formation:		Type of material utilized in drilling/workover:			
Number of producing wells on lease:		Number of working pits to be utilized:			
Barrels of fluid produced daily:		Abandonment p	procedure:		
Does the slope from the tank battery allow all splow into the pit? Yes No	pilled fluids to	Drill pits must be closed within 365 days of spud date.			
Submitted Electronically					
	кссс	OFFICE USE OF	NLY Steel Pit RFAC RFAS		
Date Received: Permit Numb	ber:	Permi	Date: Lease Inspection: Yes No		

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1357371

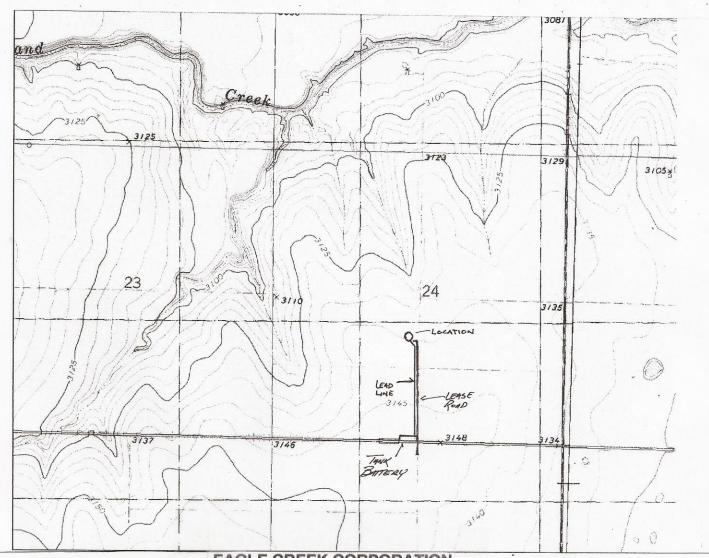
Form KSONA-1
January 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 (C	athodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)				
OPERATOR: License #	Well Location:				
Name:					
Address 1:	County:				
Address 2:	Lease Name: Well #:				
City:	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:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the				
Address 2:	county, and in the real estate property tax records of the county treasurer.				
City:					
are preliminary non-binding estimates. The locations may be entered on Select one of the following: I certify that, pursuant to the Kansas Surface Owner Notice Acowner(s) of the land upon which the subject well is or will be located CP-1 that I am filling in connection with this form; 2) if the form be 	batteries, pipelines, and electrical lines. The locations shown on the plat of the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted. Cut (House Bill 2032), I have provided the following to the surface cated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form reing 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, an	ıd email address.				
KCC will be required to send this information to the surface own	cknowledge that, because I have not provided this information, the ner(s). To mitigate the additional cost of the KCC performing this of the surface owner by filling out the top section of this form and CC, 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 CP-1	fee with this form. If the fee is not received with this form, the KSONA-1 will be returned.				
Submitted Electronically					



EAGLE CREEK CORPORATION

JOHNSON-RAPIER #1-24

1928' FSL & 2852' FEL OF

SECTION 24. TOWNSHIP 20

SOUTH. RANGE 35 WEST

WICHITA COUNTY. KS

STATE OF KANSAS } ss. DOC. # 280
WICHITA COUNTY
This Instrument was filed for record
on 15th day of Man A.D. 20 17.
At 1:10 o'clock P. M. and duty
recorded in book 58 on page 97.99
Fee \$ 46.00pd Commic Unitary
REGISTER OF DEEDS
By 100 100 Commic Unitary
INDEXED DIRECT INDIRECT INDI

When Recorded, Return To: HOP Energies, LLC P.O Box 47911 Wichita, KS 67201

OIL AND GAS LEASE

AGREEMENT, made and entered into this 17th day of April, 2017, by and between Thomas J. Johnson and Patricia Johnson, husband and wife whose mailing address is 4720 Acorn Circle, Sarasota, FL 34233, hereinafter called lessor (whether one or more), and HOP Energies, LLC P.O Box 47911 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, together with any reversionary rights and after-acquired interest, therein situated in the County of Wichita, State of Kansas, described as follows, to wit:

Township 20 South, Range 35 West Section 24: SW/4

In Section XX , Township XX , Range XX and containing 160.00 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 May 8, 2017 (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 <u>one-eighth (1/8)</u> 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.
- 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.
- 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

PHOTOCOPIED

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. If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of Thirty-five dollars (\$35.00) multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, this lease shall thereby be modified and the primary term shall be extended for an additional term of two (2) year(s) from the end of the primary term hereof. Said payment may be made by check or draft of Lessee or any assignee thereof, mailed or delivered direct to Lessor at the address first provided above, on or before the end of the primary term.

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

SEE T	9	DUM ATTACI	HED HERET	X	ADE A PART	HEREOF	w
	undersigned, a , personally a wn to be the id	Notary Public ppeared <u>Thor</u> entical person(s	s) who execut	or said Cour on and Patr ed the withi	n foregoing ins	on this X 28 husband and strument and a	40 day of
IN WI written. My commission		MY CO	ARIE OUELLETTE MMISSION # GG 080 RES: November 8, 20	1408	official seal the	e day and year	Notary Public

ADDENDUM TO OIL & GAS LEASE

ADDENDUM to Oil and Gas lease, dated April _17th_, 2017, between Thomas J. Johnson and Patricia Johnson, his wife, hereinafter referred to as Lessor, and HOP Energies, LLC, hereinafter referred to as Lessee.

This Addendum is a part of that certain Oil and Gas Lease identified above by date and parties covering all of the SW/4 of, Section 24, Township 20 South, Range 35 West, in Wichita County, Kansas, to the same extent as if the provisions hereof had originally been written in said lease. In the event of conflict between the lease provisions and the provisions provided in this Addendum, the provisions of this addendum shall be binding.

- Lessee shall give Lessor notice prior to the construction of any roads, pipelines, tank battery installations or
 installation of other equipment on the leased premises, Lessee and the surface owner and /or tenant shall
 mutually agree as to the location and direction of same. There shall be no oil road surfaces or hand
 surfacing of any access roads without the written consent of Lessor.
- When preparing development locations the topsoil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and cross section.
- 3. Lessee shall fence all slush pits and areas containing equipment, chemicals or other substances which may be harmful to livestock of Lessor and/or Lessor's surface tenant.
- 4. The use of water provided for under this lease is limited to use for drilling operations only. Lessee shall specifically not have any right to use fresh water from the above described premises for the purpose of water flooding or injection in any water flooding program that the above described acreage may for any reason be pooled or unitized.
- 5. In the event there is no production in paying quantities found by any operations undertaken by Lessee and there is an abandonment of said lease, the Lessee shall fill all pits, ponds, remove all structures and reasonable restore the premises to the condition existing at the time the lease is executed. After the expiration of the lease, or within six (6) months thereafter, Lessee shall have the obligation to restore, as nearly as practicable as possible, the leased premises to the same condition as received, natural wear and tear and damage by the elements excepted.
- 6. Where gas from a well or wells capable of producing gas only is not sold for a period of one (1) year from the completion of the well and the well is "shut-in", Lessee shall pay or tender to Lessor at the depository herein designated a shut-in royalty at the rate of \$3.00 per net mineral acre per year. Such shut-in royalty shall be payable on or before each anniversary date of the completion of the well. If such payment or tender is made, it shall be deemed under all provision of this Lease that gas is being produced and sold from the leased premises in paying quantities. This shut-in royalty payment will not extend this lease for more than three (3) consecutive years at any given time.
- 7. It is agreed by Lessor and Lessee that settlement of location damages for any drill site shall be based on \$1,500.00 minimum payment per location unless actual damages incurred are larger per location.
- 8. Lessee shall have the right to conduct seismic activities or the subject property after advance payment of \$15.00 per acre. If lessee should need to commence seismic activities during growing season, lessee will be responsible for actual crop damages due to seismic activities commenced during growing season.
- 9. It is expressly agreed, notwithstanding anything to the contrary herein, that if the lease be in force due to production either from said lease or by pooling of lease due to production from or above 3000 feet and there is no other production below 3000 feet on said lease and lease has been in effect for seven (7) years after the expiration of the primary term, the lease shall thereupon terminate as to the oil and gas right in all formations, 100 feet below the zone producing from or above 3000 feet. If production is from below 3000, then oil and gas rights in all zones and formations will stay in effect for as long as there is paying quantities of oil or gas been produced. Lessee shall be obligated to file of record in the county courthouse in which the leased premises are located a release of the lease covering such non-producing zones or formations within sixty (60) days following written demand thereof.
- 10. 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 the 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. It is also understood that Lessee will reseed all areas that were disturbed by Lessee's operations.

This Lease and Addendum and all of its terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators, successors and assigns of Lessor and Lessee.

STATE OF KANSAS } ss. DOC. #844

This Instrument was filed for record on 9+5 day of Nov. A.D. 20 15 At 11:08 o'clock. A. M. and duty Fee \$20.00pd. Conmichilizan.
REGISTER OF DEEDS

By Leather Leimenher Deputy

INDEXED > DIRECT Y INDIRECT NUMERICAL



When Recorded, Return To: HOP ENERGIES, LLC P. O. Box 47911 Wichita, KS 67201

OIL AND GAS LEASE

AGREEMENT, made and entered into this 14th day of October, 2015, by and between Lavern D. Rapier and Sharon L. Rapier, husband and wife whose mailing address is 1204 Antelope St., Scott City, KS 67871, hereinafter called lessor (whether one or more), and HOP Energies, LLC, P O Box 47911, Wichita, KS 67201 hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars and more (\$ 10.00 & 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 Wichita, State of **Kansas** described as follows, to wit:

Township 20 South, Range 35 West Section 24: SE/4

- In Section XX, Township XX, Range XX and containing 160.00 Acres, more or less, and all accretions thereto. Subject to the provisions herein contained, this lease shall remain in force for a term Three (3) years from October 21, 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
- In consideration of these premises lessee covenants and agrees:
 - 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.
 - 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 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 operations thereon, except water from wells of lessor.
- When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
- 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.
- 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.
- 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

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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 the reliveration of the above described premises and thereby surrender this lease as to such portion or portions and the reliveration of the surrender than the surr

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.
- 19. It is understood and agreed that this lease is subject to the rights and privileges, if any, of that certain Oil and Gas lease recorded in Book 53 at Page 112, recorded in the office of the Register of Deeds, Wichita County, Kansas.

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

Tauera D. Kaffee Lavern D. Rapier			Tharon h Kaper Sharon L. Rapier		
STATE of	Kansas)			
COUNTY of	Scott)	55:	Acknowledgment for Individual (KS, OK, CO)	
Before me, the u	ndersigned, a Nota	ry Public, withi	n and for	said County and State, on 14th day of	

Before me, the undersigned, a Notary Public, within and for said County and State, on 14 Ct day of October, 2015, personally appeared Lavern D. Rapier and Sharon L. Rapier, husband and wife, to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that they executed the same as their 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

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NOTARY PUBLIC - State of Kansas TRENTON R. HENDERSON My Appt. Expires 1015 (2018)

Trepton R. Henderson, Notary Public