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

Kansas Corporation Commission Oil & Gas Conservation Division

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

NOTICE OF INTENT TO DRILL

month day year	Spot Description:
DPERATOR: License#	
lame:	feet from E / W Line of Secti
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
ity: State: Zip: +	County:
ontact Person:hone:	Lease Name: Well #:
	Field Name:
ONTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OMMAND, and well information as follows:	Surface Pipe by Alternate: III
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
	Water Source for Drilling Operations:
irectional, Deviated or Horizontal wellbore? Yes No	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
ottom Hole Location: CC DKT #:	(Note: Apply for Permit with DWR)
00 DICT #.	Will Cores be taken?
AF	If Yes, proposed zone:
he undersigned hereby affirms that the drilling, completion and eventual plu	ugging of this well will comply with K.S.A. 55 et. seq.
is agreed that the following minimum requirements will be met:	
	by circulating cement to the top; in all cases surface pipe shall be set e underlying formation. trict office on plug length and placement is necessary prior to plugging ; ged or production casing is cemented in;
2. A copy of the approved notice of intent to drill shall be posted on each 3. The minimum amount of surface pipe as specified below shall be set through all unconsolidated materials plus a minimum of 20 feet into th 4. If the well is dry hole, an agreement between the operator and the dis 5. The appropriate district office will be notified before well is either pluge 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented or pursuant to Appendix "B" - Eastern Kansas surface casing order # must be completed within 30 days of the spud date or the well shall be a submitted Electronically For KCC Use ONLY API # 15	by circulating cement to the top; in all cases surface pipe shall be set e underlying formation. trict office on plug length and placement is necessary prior to plugging; ged or production casing is cemented in; defrom below any usable water to surface within 120 DAYS of spud date. 133,891-C, which applies to the KCC District 3 area, alternate II cementing a plugged. In all cases, NOTIFY district office prior to any cementing. 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);
 A copy of the approved notice of intent to drill shall be posted on each 3. The minimum amount of surface pipe as specified below shall be set through all unconsolidated materials plus a minimum of 20 feet into th If the well is dry hole, an agreement between the operator and the dis The appropriate district office will be notified before well is either pluge If an ALTERNATE II COMPLETION, production pipe shall be cemented or pursuant to Appendix "B" - Eastern Kansas surface casing order #" must be completed within 30 days of the spud date or the well shall be about the completed within 30 days of the spud date or the well shall be about the complete of the complete of the complete of the spud date or the well shall be about the complete of the complete of the complete of the spud date or the well shall be about the complete of th	by circulating cement to the top; in all cases surface pipe shall be set e underlying formation. trict office on plug length and placement is necessary prior to plugging; ged or production casing is cemented in; defrom below any usable water to surface within 120 DAYS of spud date. 133,891-C, which applies to the KCC District 3 area, alternate II cementing a plugged. In all cases, NOTIFY district office prior to any cementing. 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;

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

Side Two

For KCC Use ONLY	
API # 15	

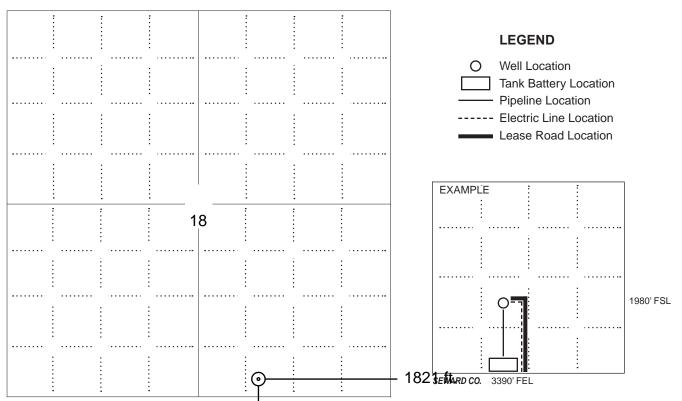
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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.



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

245 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.

Kansas Corporation Commission Oil & Gas Conservation Division

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 cor	nstructed:	Feet from North / South Line of Section		
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)	Feet from East / West Line of Section		
Is the pit located in a Sensitive Ground Water A	rea? Yes I	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)		
Is the bottom below ground level?	Artificial Liner?	lo	How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits		
Depth fro	(feet) No Pit				
		• ,	cluding any special monitoring.		
Distance to nearest water well within one-mile of pit:		Depth to shallo Source of inform	west fresh water feet. nation:		
feet Depth of water well	feet	measured	well owner electric log KDWR		
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	ver and Haul-Off Pits ONLY:		
Producing Formation:		Type of materia	l utilized in drilling/workover:		
Number of producing wells on lease:		Number of worl	king pits to be utilized:		
Barrels of fluid produced daily:		Abandonment p	procedure:		
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	Drill pits must b	e closed within 365 days of spud date.		
Submitted Electronically					
	KCC	OFFICE USE O	NLY Liner Steel Pit RFAC RFAS		
Date Received: Permit Numl	ber:	Permi	t Date: Lease Inspection:		

Kansas Corporation Commission Oil & Gas Conservation Division

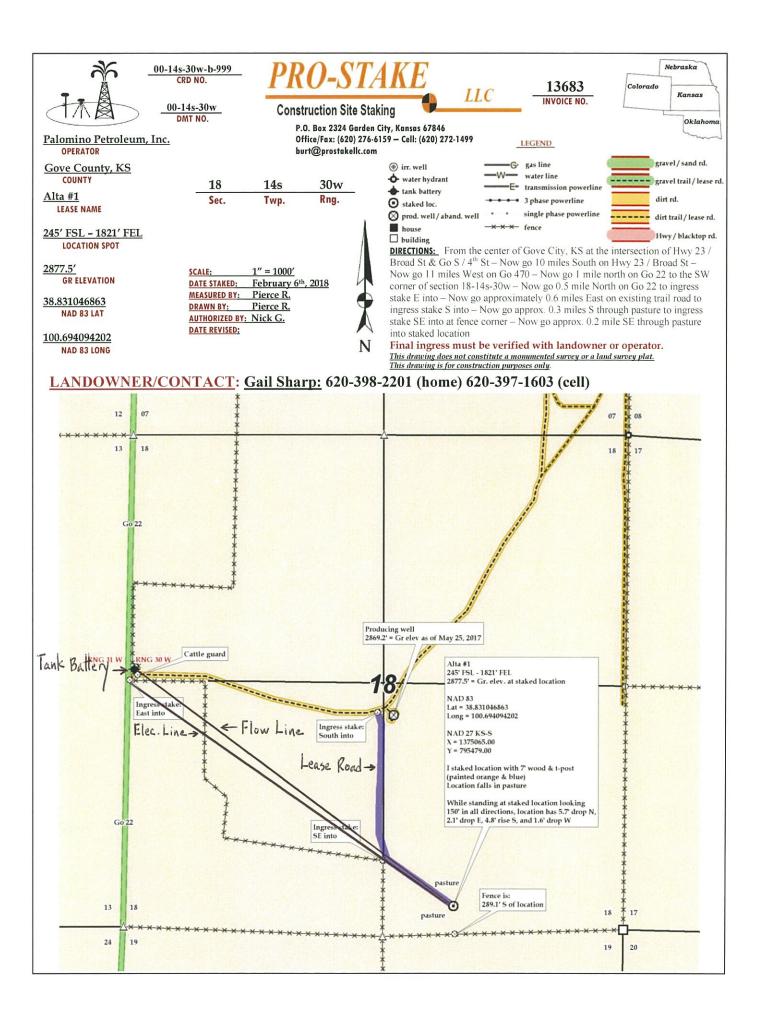
Form KSONA-1
January 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

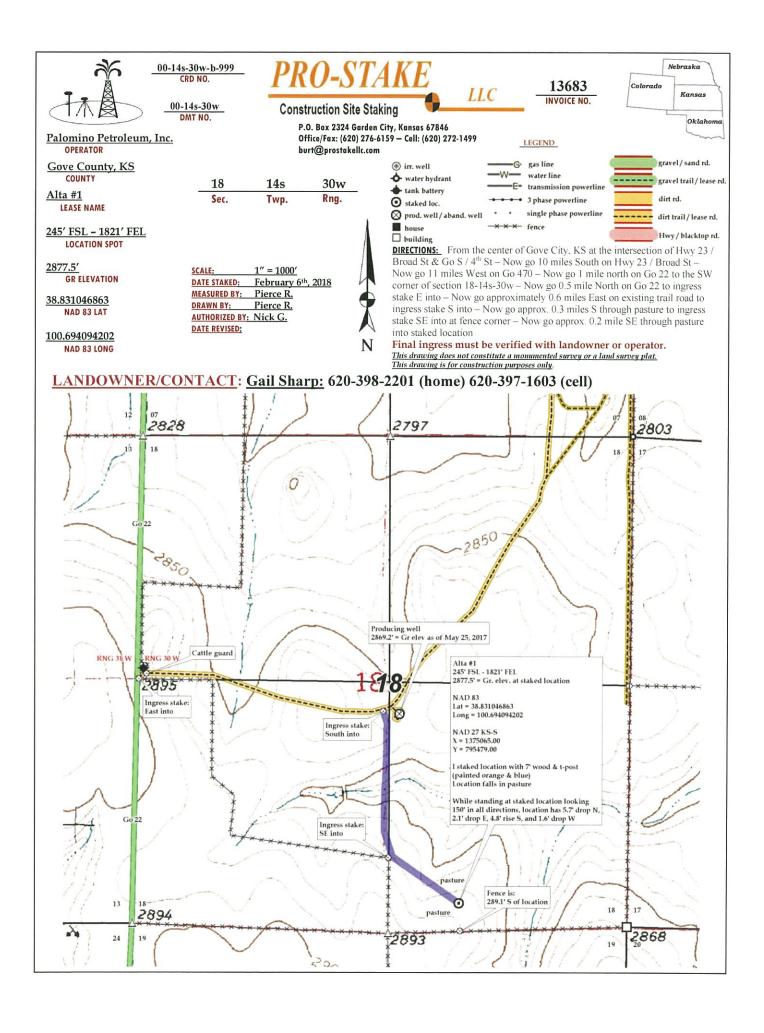
CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R East West
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:	
the KCC with a plat showing the predicted locations of lease roads, tank are preliminary non-binding estimates. The locations may be entered on Select one of the following:	dic Protection Borehole Intent), you must supply the surface owners and 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.
	cated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form eing filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.
KCC will be required to send this information to the surface 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 to 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	





AORISEMENT, Made and entered into the 5TH day of	JANUARY 10.00
hy and between GAIL E. SHARP AND MILDRED J. SHARP, HUSBA	AND AND WIFE
whose mediling orderess is 3009 N. COTTONWOOD HEALY, KANSAS 6	67850 breiding for suited 3 man full at
RHEEM RESOURCES, INC.	with the same (August out or more) un
100 SOUTH MAIN, SUITE 505 WICHITA, KANSAS	67202-3738
Lessent, in consideration of ONE AND OTHER (4/-)	there (\$1.00(+/-)) in hund paid, receipt of which is herefore contained, hereby grants, leaves and lets exclusively and specting drilling, mining and operating for and producing all water, other fluids, and air into subsurface strato, laying play res and things thereafte produce, any, take are of, trull that respective constituent products and after wedget.
as shown on schedule "A" attached heret	
In Section, Township, Range	and containing acres, there or less, and
Subject to the provintions herein contained, this lease shall remain in farce for a farm?, and as long thereafter as oil, liquid hydroenthean, gas or other respective constituted with which smill fand its product. In consideration of the premises the sold lessee cavenants and agrees: In consideration of the premises the sold lessee cavenants and agrees: Int. To deliver to the credit of lessee, five of cost, in the pipe line to which lesses part of all oil produced and sold promises. Zuil. To pay lessee for gas of whatvoover nature or kind produced and sold, or products therefrom, one-eighth (1/8), at the market price at the well, that as 10 gas sold by received by lessee from such subject, for the gas sold, soci off the premises, or in the sum monthly. Where you from a wall producing gas only in not sold ar used, lessee may pay or increased the premise of the considered that purgraph.	term of 1940 (2) years from this date (called "printing tent products, or any of them, is produced from sold land or see may connect wells on sold land, the equal one-eighth (1/8) or used off the premises, or used in the menufacture of any leases, in no event more than one-eighth (1/8) of the processis another or products therefrom, such payments to be made leader as regardly One Dollar (3.1.00) per year per not afternat the mention of the proceeding.
This leave may be quintuined during the primary term hereof without further need to drill a well within the term of this leave or any extension thereof, the leaves shall have diligence and diapatch, and if oil or gos, or either of them, to found in paying quantities, the cut well had been completed within the term of years first mentioned. If and leave owns a less interest in the choice described had then the entire of herein provided for shall be published and leave the herein provided for shall be published to come only in the proportion which leaves's interest.	this lense shall continue and be in force with like effect as if
wells of luster. When connected by leaser, leases shull hary leases pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the tiouse or burn now on shill pro- leases shall pay for damages caused by leasee's operations to growing crops on sail leases shall have the right at any time to remove all machinery and fixtures place casing.	nid land for lesses's operation thereon, except water from the mixes without written consent of leaser. Id land. Reli on said premises, including the right to draw and remove
If the estate of either party hereto is usulgned, and the privilege of asulgning in shall extend to their heirs, executors, administrators, successors or assigns, but no clange royalties shall be blatting on the lessee matit after the less has been furnished with a writ lessee assigns this lease, in whole or in part, became shall be relieved of all obligations, substantiant to the dute of maximum.	go in the awnership of the land or assignment of rentals or liten transfer or assignment or a true copy thereof. In case is with respect to the assigned pertion or portions arising
Lossee may at any time execute and deliver to leasar or place of record a release described premises and thereby in surrender this lease as to such parties a profiler and by Alf express or implied execuants of this lease shall be subject to all Pederal and St lease shall not be terminated, in whole or in part, and lease shall include a damages, for followed fithing is the result of, any much law, Order, Bulo or Regulation, Leaser hereby warrands and agrees to defend the title to the leads herein describing time to redeem for leaser, by payment any morteoges, taxes or other lives on the above signed to surrender and release all rights of the helder thereof, and the undersigned leasers, for it surrender and release all rights of these lands are sold in the premises described herein, way affect the purposes for which this lease is made, as refeted lurely.	to releved at his buggitions are to the accence surremiseral, that have, Executive Orders, Rules or Regulations, and this turn to comply therewith, if compliance is prevented by, or if then, and agrees that the large shall have the right at any exciled lands, in the event of default of paymout by lesser, themselves and their beirs, successors and assigns, hereby in so for as said right of dower and homestead may to any
Lessee, at its option, is hereby given the right and power to pool or combine the other land, lesse or lenses in the immediate vicinity thereof, when in lessee's judgment it is and operate said lense promises so so to promote the conservation of oil, got or other miners such pooling to be of tracts contiguous to one mother and to be into a unit or units and exceeding 640 occes each in the event of a gas well. Lessee shall exceed in which the land herein lenoud is situated an instrument identifying and describing the production is found on the upoded occente, it shall be treated as if production is had from production is found on the upoded occente, it shall be treated as if production is laid from production is found on the upoded occente, it shall be treated as if production is laid from production is found on the upoded occente, it shall be treated as if production is necessarily this longs or not. In lieu of the royalties obsolved herein specified, less such partion of the royalty stipulated herein as the amount of his accesse glaced in the unit the total accesses a pooled in the particular unit involved.	e acreage covered by this lease or any portion thereof with accessary or advisable to do so in order to properly developments in and under that may be produced from said premises, coaling 160 acree unto in the event of an oil well, or into a swilling and record in the conveyance records of the county said accesses. The entire acreege so pooled into a tract or much product unit, as if it were included in this lease, if our this lease, whather the well or wells be located on the
this lease is subject "10 a letter agreement dated january 6, 1996 and mildred sharp.	8 Between Rheem Resources, Inc. and Call.
IN WITNESS, WHEREOF, the undersigned execute this instrument as of the day of GAIL E. SHARP MILDRED	J. SHARP

AGREEMENT, Made and entered into the		JANUARY	10 <u>98</u>
by and betweenBRENDA SHARP O'BR			
whose mailing address is P.O. BOX 4276 W	<u>VOODLAND PARK, CO</u>	80866 horoinofter culle	d Lessor (whether and or more),
and RHEEM RESOURCES, II	NC.		
100 SOUTH MAIN, SUIT	E 505 WICHITA, KAN	SAS 67202-3738	liereinnfter enlied Lerace;
Lessor, in consideration of <u>ONE AND</u> neknowledged and of the republica herein provided an lussue for the purpose of investigating, exploring by liquid hydrocarbons, all gases, and their respective fines, storing oil, building tracks, power stations, manufacture, process, abore and transport said of manufactured therefrom, and housing and otherwise after acquired interest, therein situated in County of	mil of the agreements of the lessy geosphysical and other mean constituent products, injecting tologious lines, and other soil, liquid hydrocarbons, gaste toring for its conjugates, the	use herein coutainul, horely grants, prespecting drilling, mining und g gas, water, other fluids, and air it tructures and things therents press and their respective constituer. Gallowing described land, legeting.	i, leases and lets exclusively unto operating for and producing all, the subsurface strain, laying place the products and other products the products and other products
as shown on schedu	ILE "A" ATTACHED HE	ereto and made a part	HEREOF
In Section, Township	, Range	, and containing	werey, more or less, and
Subject to the provisions beroin contained, term'), and as long thereufter as oil, liquid hydrocar land with which will hand in pooled.	, this lease shall remain in forc rhons, gas or viller respective	afore turn of 1980 12) ware 6	constitute data facilitat Ameliana
In consideration of the prumises the said lessee con tet. To deliver to the cradit of lesser, free part of all oil produced and envel from the lessed pro	of cost, in the plac line to whi	ich losser mny cannert wells on sair	i lond, the equal one-cighth (1/8)
2nd. To pay lessor for gue of whitsoover predicts therefron, one-eighth (1/8), at the market preciously lesses from much unlead, for the gas sold monthly. Where gas from a well producing gas only increasing the horeunder, and if such payment or ten monerops.	mature or kind praduced and rice at the well, that as to gas i, used off the premises, or in is not well or used, lesses may aler is made it will be conside	sofil by lessee, in no event more this the monufacture of products there pay or tender as reyalty One Dellar red that gas is being produced with	s one-eighth (1/8) of the proceeds from, sold payments to be made (\$1,00) per year per act mineral in the meaning of the proceding
This longe may be maintained during the probability and will within the term of this longs or may endingenes and dispones and dispones and dispones and dispones and dispones and the same of year if soil lessor owns a less interest in the a horoin provided for shall be paid the anid lessor only included the same shall have the right to use, free of enwells of lessor.	extension thereus, the losses of them, he found in poying quor too list monitioned. The described land than the in the approprian which bessed	nul have the right to drill such we witten, this lease shull continue and online and undivided for simple of a interest heavy to the whole and we	ll to completion with remonable in in force with like effect as if state therein, then the royalties abouted for
When requested by leasor, leasee shall hary No well shall be distilled nonzer than 200 feel Lessee shall nay for damages caused by less Lessee shall have the right at any time to re	t to the house or harn new on t	snid promises without written conse	
CUBINE.			•
If the estate of either party hereto is assignated to their heirs, executors, administrators royalties shall be binding on the lessee until ofter the subsequent to the date of assignment. Lessee may at any time execute and delive	a, successors or ussigns, but n to less time been furnished wit toe clinit he rulieved of all ch or to lessor or ulacu of recoul	is change in the ownership of the l is a written transfer or useignment ligations with respect to the assign a release or releases covering one.	nail or easignment of rentals or or a true copy thereof. In cusu and portion or portions arising
described provises and thereby in autrendor this lead All express or Implied coverants of this land long shall not be terminated, in whole or in part, and such fidlers is the result of, my such Law. Order, Rul	ro na to auch-purtim or portior waahill lio ambject to all Rederi r luosuo held liabje lii damojjoa le or Rogaliitas	ng and be refleved of all chligations (al nod State Lawn, Executive Order), for failure to camply therewith, if (is to the nervinge nucreadered. s, Itales ar Itagalations, and this compliance in previoted by, or if
Lessor hereby warrants and agrees to defer time to redoom for lessor, by payment any mortgages and be subrogated to the rights of the holder there surrender and release all right of dower and homests way affect the purposes for which this loads is made, a	s, inxes or other items on the c of, and the undersigned lesso sod in the premises described	wave described lands, in the event	of default of payment by lesson,
why nites the purposes for which this tope is make, a losses, at its option, is increby given the richter land, lease or leases in the immediate vicinity the and operate said lease promises so as to promote that a such pooling to be of tracts contiguous to one another unit or units not exceeding 640 acres each in the even in which the land herein leased is situated on instrument built of the tracted, for all purposes except the paper of the promises covered by this lease or not. In lieu of the rouch portion of the rayalty stipulated herein as the and the total acreage as pooled in the particular unit involved.	ight and power to pool or com hereof, when in lessue's judge conservation of di, gas or athe r and to be into a unit or unit it of a gas well, Lesses shall ex- ment identifying and describi- pymont of royalities on produc be treated as if production is yutiles elsawhere heruin speci- mount of his acronge placed in	onl it is successing or advisable to de- er minerals in and under that may is a not exceeding 160 acres each in it accute in writing and record in the e- ng the pooled acruago. The entire ri- tion from the pooled unit, as if it- had from this lesso, whether the lifed lessor shall receive an accuta-	o se in order to proporly develop is preduced from said promises, is event of an all well, or into a onveyance records of the county acreage so pooled into a tract or were included in this leane. If well or wells be leaned on the
this lease is subject to a letter agre and mildred sharp.	ement dated January	7 5, 1998 Between Rheem Ri	Sources, Inc. and Gail,

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

THOMAS O'BRIEN

THOMAS O'BRI

		, Mada unu ente		5TH	_day of		JANU			98
by and be			RP AND ANO						····	
where we			K 87 HEALY.	KANSA	\S 67850	٧	lierei	nufter called 1,	essor (wheth	iet one or mar
and		EEM RESOL			·····		<u>. </u>		-	
	100	<u>SOUTH MA</u>	IN, SUITE 50	5 WIC	IITA, KAI	NSAS 679	02-3738	·····	hereinnfter e	allad Leasee:
leases for liquid hyd lines, ster manufacti manufacti	Lessor, in consideration of the the purpose of the formula in the	deration of	NE AND. OT provided and of the exploring by guops respective constitutions, telepit port aulid oil, liquid otherwise carling the exploring the	HER (4. he agreen hyalcal ne tuent pro- none lines uid hydro	/-)	essee herein ins, prespect og gos, wate structures i ses and the	(\$1.00(+/-)- contained, he ing drilling, n r, other fluids and things th ir respective	in hand y roby grants, les nining and ape , and air into s coronto produc constituent p	mid, receipt sees and lets rating for ar obsurface el e, save, tola radouts and	of which is ho exclusively un of producing o rate, laying hip e care of, tres other produc
	AS 8	NO NWOHE	SCHEDULE	"A" ATT	AOHED I	HERTO A	ND MADE	A PART HI	EREOF	
In Section										
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diligence a such well h fi herein prov	nd dispatch, an out been comple f said lessor ow vided for chall b ressee shall bay	il if oil or gos, o ted within the t- ns o less intere e and the said !	uring the primary se or any extension relther of them, serm of years first at in the above d cosor only in the p c, free of cost, ga	on energo be found i muntione weeriked i	, thu lesses in paying que d. and than th which lesses	oliali liavo (i intities, this o entire and	inh of Irigin er lene alinik en helivitheu lusett et seen	If such well to attaus and be in a simple estate	completion (la force with therein, the	with reasonahi like effect as i on the royaltic
N N E	Viten requested to well shall be essee shall nov	by lessor, lessee frilled nearer th for damages can	shall bury leases' an 200 feet to the sed by leases's op y time to remove	a pine lin house or	us liolow play barn new on	v depth. sold premis	ea without wri	itien consent of	lessor,	
11 noten linde dese cesse dese cesse desencent	igh he binding a ins this lease, to the date of a	in the lessee un in whole or in salenment.	to is nonigned, ar ilnistrators, succe til ofter the less part. Lessos sha	has been to be relia	ternished wi rved of all a	no change n ith a written hligations w	i the owners); transfer or a lik respect to	ip of the tand esignment or n the uesigned	or pasignme I true copy d postion or p	nt of rentaly or toreof. In cast wrthons arising
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and operate with pooling the pooling the pooling the pooling to the pooling the pooling to the pooling the pooling to the pooling the p	said lease prome to the said lease prome to be of tracta to not exceeding to their local form the found on the vared by this lease of the royalty is	ntre minerate place so as to pro- contiguous to o GID acres cack i naed is situated it purposes exe- pooled acronge see or act. In lie	iven the right un- o vicinity liberoof, o vicinity liberoof, one another and to in the event of a g an instrument is get the payment get the payment is shall be tren ou of the aroyalties on as the armount o unit involved.	when in it to the last of a be into a be into a be well. I dentifying of royaltited as if	easee's juigr il, gas or oth r unit or uni easee shell e nul describ es un produ production h	nent it is necessive minerals the not excessive culto in we sing the pauliculion from the hard from the sing form	in and under the stage of the s	inable to do so lethut niny be present in the every finite converte ontire screen, as if it were well	n order to produced from other of an oil yours record go so pooled included far wolls be	operly develop said premises, well, or into a s of the county into a tract or this lenso. If located on the
HIS LEAS NU MILD	se is subjec Red Sharp,	የተዕለ Letti	er agreimea	ያተ በ ለብ የነ	ЛАЏИАЦ Ф	Y 6, 1997 B	etween ri	idem resou	Jroes, inc	эль оли
○ / ™	WITNESS WII	EREOF, the uni	leraigned exceute	: Uis Insti	ument as of	the day and	year first abov	ve svrillen.]	
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by and between DANIEL L. SHARP AND LAI	<u>FONDA K. SHARP, HU</u>	SBAND AND WIFE	
whose multing midress is P.O. BOX 136 HEAL	Y, KANSAS 67850	hereinnRer eallei	Lessor (whether one or more),
and RHEEM RESOURCES, INC.			
100 SOUTH MAIN, SUITE 505			
Lessor, in consideration of ONE AND OTE acknowledged and of the reputiles lurain provided and of the lessee for the nurpose of investigating, exploring by geopiliquid hydrocarlans, all gases, and their respective considerations, storing oil, building tanks, power atations, tolephe manufacture, process, after and transport said oil, liquid manufactured thereform, and housing and otherwise caring after nequired interest, therein situated in County of the nequired interest, therein situated in County of the second of the second of the nequired interest, therein situated in County of the second of the	to agreements of the lesses list apparent many system and other menas, prospecting gas, we one lines, and other structure id hydrovarious, gases and gerits umplayers, the following COVE	ein contained, hereby grants, weeting deilling, mining and o inter, other fluids, and air inter and things therents produced their respective constituent ag described land, together with the contained the KANSAS	lones and lets exclusively unto querating for and producing oil, a subsurface strain, laying pipa use, anve, take cure of, trant, products and other products this any reversionary rights and described as follows to-wit:
as shown on scheduld "A			
In Section, Township			
Subject to the pravisions herein contained, this for term", and as long thereafter us oil, liquid hydrocarbons, gland with which said band is pooled, in consideration of the premises the said leave coverage.	ese shull romain in force for a t ens or other respective constitu and carees	erm of <u>TWO (2)</u> years fro sent products, or any of them	en this data (called "primary , is produced from sold lead or
lat. To deliver to the credit of lessor, free of east part of all oil preduced and mixed from the leased premises. 2nd. To pay leaser for gas of whatacover inture products thursfrom, one-eighth (1/2n), at the market price at received by lessee from such only), for the gas only is not so monthly. Where gas from a well praducing gas only is not so near retained herounder, and if such payment or tender is a paragraph.	, in the pipe line to which less, or kind produced and sold, o the well, that au to gas sold by off the promises, or in the can	r used off the promises, or us lesses, in an event more than a naticeture of products therefo	sed in the munufacture of any one-nighth (118) of the proceeds one, sold payments to be mude
This lease may be maintained during the primary to drill a well within the term of this lease or any extension diligence and dispatch, and if all or gas, or either of them, be such well had been completed within the term of yours first. If said leaser owns a less interest in the above the herein provided for shall be paid the sold leaser only in the p Leases shall have the right to use, free of cost, gas wells of leaser.	n tharcos, the scases shall his e found in paying quantities, neationed, secibed lund than the entire reportion which lessor's intere , oit and water produced on an	the right to drill such well had been such that it is a such that the su	to completion with renountile to in force with like effect as if the therein, then the royalties
When requested by lessor, lessee shall hery lessee's No wall shall be drilled nonrer than 200 feet to the Lessee shall pay for damages caused by lessee's one Lessee shall have the right at any time to remove a cosing.	heast they and fixtures plac rations to grawing crops an ea Il machinery and fixtures plac	id land. ed on said promises, including	the right to draw and remove
If the estate of either party hereto is assigned, one shall extend to their heirs, executors, administrators, succeregations shall be blading on the lessee until after the less please assigns this lease, in whole or in part. Lessee shall subsequent to the date of assignment.	usors or numbers, but no chang the been furnished with a wri I ha relieved of all obligation	je in the experation of the lar then trebater or nasignment o a with respect to the exsigne	nd or nesigninent of rentals or a true copy thereof, in case at true copy thereof, in case and the parties or parties or arising
Lessus may at any time execute and deliver to lea described premises and thereby in accremine this lense on to All express or implied coverants of this lense shall leave shall not be terminated, in whole or in part, nor lessue such failure is the result of, any such Law, Order, Rule or Re-	tuels, portion or portions and is he subject to all Federal and S held liable in dumages, for fail	o relieved of all ablig. Joan na Into Laws, Executive Orders, are to comply therowith, if co	to the acronge norrandered. Rules or Regulations, and this appliance is provented by, or if
Losser hereby warrants and agrees to defend the time to rolloum for lessor, by norment any mortgages, toxes and be subragated to the rights of the helder thereof, and surrender and raleose all right of dower and homestead in the way affect the purposes for which this lesse is mute, as recite way affect the purposes for which this lesse is mute, as recited.	itle to the lands herein descri or other liens on the above de the undersigned lessers, for t he premises described herein, at herein.	licenselves and their heirs, a in so for as sold right of dow	default of payment by lessor, lescassors and assigns, hereby or and homestead may in any
Lease, at its option, is hereby given the right and other land, lease or leases in the immediate vicinity thereof, and operate and lease promises as as to promet the conserve and posing to be of tracts centiqueue to one another and to unit or value not exceeding 640 acres each in the event of a go in which the land herein leased is attented an instrument id unit shall be treated, for all purposes except the payment production is found on the pooled acreage, it shall be treated by this lease or not. In lieu of the coyalties such portion of the royalty stipulated herein as the annount of the total acreage as gooled in the particular unit involved.	power to pool or combine the when in lessee's judgment it is within of oil, gas or other mines but into a unit or units not exceed in the contifering manifesses with Lessee withing the post of coupling on production from the contifering manifesses in the free dammer therein and the first of the coupling of coupling of the constitution is full free dammers therein assetting the post of coupling the production is full free dammers therein assetting the	necessary or advisable to do a role in and undor that may be seeding 160 acres coch in the overling and record in the con noded acreage. The entire acr as the pooled unit, as if it was on this lease, whether the was the pooled acreage as production	to in order to properly develop produced from solid premises, event of an all well, or into a event of an all well, or into a event or records of the county reage so pooled into a trust or are included in this lonse. If all or wells to located on the affect of the area in the affect of the sell or wells to located on the

THIS LEASE IS SUBJECT TO A LETTER AGREEMENT DATED JANUARY 5, 1998 DETIVEEN RHEEM RESOURCES, INC. AND GAIL AND MILDRED SHARP.

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•	AS SHOWN			State ofKAN	igother with any reversionery rights and iSAS described as follows to wit:
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If the ent- shall extend to the cyclifes shall he is casee assigns this subsequent to the d heasee in lescribed premises All exaces	ir heirs, executor liding on the lest lense, in whole late of nualgamen my at any time a nad thereby la ur implied covers or implied covers	rs, nuministrators, i wae until after the or in part. Lesses t. xecuta mud deliver urrender this lease i unute of this leases	species or assigns, less than the relievest of the leaser or place of read to such portion or that to such portion or that the such portion or that the such portion of the such portion o	but no change in the ownership ed with a written transfer or nasi all chiligations with respect to the everal a release or releases coveri- portions and he relieved of all chili (Release and State Laws Everation)	expressly allowed, the covenants hereof of the land or assignment of rentals or ignment of a true copy thereof. In case the assigned portion or portions arising the assigned portion or partions of the allower gulfons as to the acrange purrentlured, to Orders, Rules or Regulations, and this
unsu statt not he to Lessor he Lessor he ling to reflect for and be subrogated accorder and rules	remanten, in wh esult of, any sach reby warrants a lessor, by payme to the rights of and all right of d	nto or in part, nor le 1 Luw, Order, little c all agrees to defead at any morteagus t the holder thereof.	usen hald limble in the or Regulation. That itte to the lands were or other liens or and the undersigned I in the premises des	mages, for fullure to comply there herein described, and agrees the the above described bade, in the	with, if compliance is prevented by, or if at the lessee shall have the right at any the event of default of payment by lessor, ir helfs, successors and essigns, hereby that of dower and homestead may in any
Lessee, at the line of the lin	its option, ic ha longes in the limit side promises an a if tracts contiguo seciling 640 nerce sercin lensed is a kal, for all purpose to an the peoled is this lonacion pot royalty atipulates	reby given the righ nediate vicinity the set to promote the cor us to one another a such in the event of twelvel in the transfer in the transfer in the transfer in the transfer it shall be. This or of the row	t and power to pool or real, when he leaved a real, when he leaved a survation of all, gas a oil to be into a unit of farga well. Leaved a ment identifying and do nent of royalties on product these alsowhere herein ant of his nereage pla.	juigment it is necessary or nativial to allier mineruls in and under the realist and executing 160 acres of walf execute in writing and record scribing the pooled acrenge. The staduction from the pooled unit, into its loase, when a specifical lease subjuit receive on	y this lease or any portion thereof with the to the so in order to properly develop, at may be produced from entil prenifers, och in the event of an oil well, or into only in the county on the accordance records of the county entire acroage so peoled into a tract or as if it were included in this lease. If her the well or wells he lecented on the production from one unit so peoled only real therein on an acreage bools bears to
yiis leasd is s Nd Mildred S	ubject to a marp.	letter agree	Ment Dated Jan	UARY 5, 1997 BETWEEN RHI	38M RESOURCES, INC. AND GAIL
INTVITUE	SS WHEREOF	The undersigned ex	grite this matroment	as of the day and year first above	A (a)
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SCHEDULE "A" Sharp Lease

The Southwest Quarter (SW/4) of Section 20, Township 14 South, Range 30 West, Gove County, Kansas

The Southeast Quarter (SE/4) of Section 19, Township 14 South, Range 30 West, Gove County, Kansas

The Northeast Quarter (NE/4) of Section 19, Township 14 South, Range 30 West, Gove County, Kansas

The North Half of the Northeast Quarter (N/2 NE/4) and the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section 18, Township 14 South, Range 30 West, Gove County, Kansas

The Southwest Quarter of the Northeast Quarter (SW/4 NE/4) and the Northwest Quarter (NW/4) of Section 18, Township 14 South, Range 80 West, Gove County, Kansas

The Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 18, Township 14 South, Range 30 West, Gove County, Kansas

All of Section 7, Township 14 South, Range 30, Gove County, Kansas

The Northwest Quarter (NW/4) of Section 8, Township 14 South, Range 30 West, Gove County, Kansas

Containing 1,640 acres, more or less