For KCC Use:

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District #

SGA? Yes No

# **CORRECTION #1**

KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION** 

KOLAR Document ID: 1391378

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

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date:	Spot Description:
month day year	
OPERATOR: License#	feet from N / S Line of Section
Name:	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)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	Target Formation(s):
	Nearest Lease or unit boundary line (in footage):
Well Drilled For: Well Class: Type Equipment:	Ground Surface Elevation:
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable	
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate:
	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:
Directional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
If Yes, true vertical depth:	Well Farm Pond Other:
Bottom Hole Location:	DWR Permit #:
KCC DKT #:	(Note: Apply for Permit with DWR )
	Will Cores be taken?
	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 Electronical
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For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT.
Approved by:	
This authorization expires: (This authorization void if drilling not started within 12	
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:

CORRECTION	#1
Side Two	

For KCC Use ONLY

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

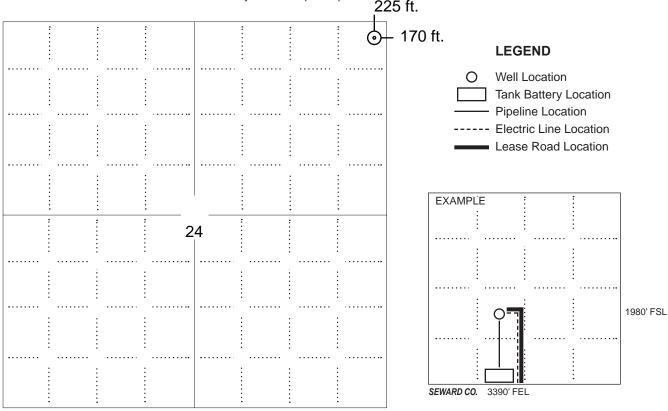
# IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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. 225 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.

CORRECTION #1

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

KOLAR Document ID: 1391378

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	SecTwpR East West		
Settling Pit Drilling Pit	If Existing, date co	nstructed:	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		
		(bbls)	County		
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)		
Is the bottom below ground level?	Artificial Liner?	10	How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fe	et)	Width (feet)N/A: Steel Pits		
Depth fro	m ground level to dee	epest point:	(feet) No Pit		
material, thickness and installation procedure.					
Distance to nearest water well within one-mile of pit:		Depth to shallor Source of inforr	west fresh water feet. nation:		
feet Depth of water well	feet	measured	well owner electric log KDWR		
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	ver 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 sp flow into the pit? Yes No	pilled fluids to	Drill pits must be closed within 365 days of spud date.			
Submitted Electronically					
KCC OFFICE USE ONLY					
Date Received: Permit Numb	oer:	Permi	t Date: Lease Inspection: Yes No		

# CORRECTION #1

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-1
January 2014

KOLAR Document ID: 1391378

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

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:	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: 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

UTCTORIA LOPEZ, REGISTER OF DEEDS

10/22/2015

11:03:5988

REC FEE: \$20.00

**OIL AND GAS LEASE** 

AGREEMENT, Made and entered into this	1 <sup>st</sup>	_ day of	September	, 20 <u>15</u>	, by
and between					

ESB Financial, Emporia, Kansas as Trustee of the Preston G. Taylor Revocable Trust dated May 5, 2015

whose mailing address is 801 Merchant, Emporia, KS 66801 , hereinafter called Lessor (whether one or more), and John O. Farmer, Inc.

#### hereinafter called Lessee:

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Lessor, in consideration of <u>One and other</u> Dollars (\$ 1.00+ ) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and their respective constituent products and other products manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufacture, thereform, and housing, and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of <u>Lyon</u>, State of <u>Kansas</u> described as follows to-wit:

#### The Northeast Quarter (NE/4)

in Section 24 , in Township 15 South \_\_\_\_\_ Range 11 East \_\_\_\_\_, and containing 160 \_\_\_\_\_ 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 this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

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

2nd. To pay Lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), 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) 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 drilt a well within the term of this lease or any extension thereof, the Lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

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

Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment 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, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other tand, tease or leases in the lmmediate 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 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royallies 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 it production is had from this lease, whether the well or wells be tocated 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 his acreage so pooled in 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.

If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nevertheless be developed If the leased premises are now of shall hereafter be owned in severally or in separate tracks, the premises hav heveriness be overlaped and operated as one lease, and all royallies accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lesse to offset wells on separate tracks into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate receiving or measuring tanks or devices.

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

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By: Susan K. Tracey Title: TOSC-Trust Ops Support Clerk

Minny P. Easten By: Mary K. Lastman Title: TOC II-Trust Ops Clk II

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BY: STEVEN B. BELL Tille: EXECUTION VICE PRESIDENT

ESB FINANCIAL, EMPORIA, KANSAS, TRUSTEE OF THE PRESTON G. TAYLOR REVOCABLE TRUST DATED 05/05/2015

STATE OF COUNTY OF The foregoing instrument was acknowledged before me this <u>13</u> day of <u>Octobul</u> and Mary K. Eastman Bell, Susan K. Tracey, of <u>ESB FINANCIAL EMPORIA, KANSAS, TRUST</u> . 20<u>15</u>. by Steven B. ESB FINANCIAL, EMPORIA, KANSAS, TRUSTEE OF THE PRESTON

ACKNOWLEDGMENT

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a corporation, on behalf of the corporation.

G. TAYLOR REVOCABLE TRUST DATED 05/05/2015

My appointment expires: 3/17/18

Printed

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Δ.	BRENDA S. PERES
<u>इस्</u> रोबे	Notary Public - State of Kansas
My App	ot. Expires 3/17/18



VICTORIA LOPEZ, REGISTER OF DEEDS REC FEE: \$20.00 12/14/2015 11:53:30AM 2015-036782\* UICTORIA LOPEZ. REGISTER OF DEEDS REC FEE: \$20.00 10/22/2015 11:03:598M

AGREEMENT, Made and entered into this 1<sup>st</sup> day of <u>September</u>, 2015, by

OIL AND GAS LEASE

and between

# Wanda T. Spade, Trustee of the Wanda T. Spade Revocable Trust dated June 5, 1990

whose mailing address is <u>3025 Co. Road P., Admire, KS 66830</u>, hereinafter called Lessor (whether one or more), and John O. Farmer, Inc.

hereinafter called Lessee:

Lessor, in consideration of <u>One and other</u> Doltars (\$ 1.00+ ) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe tines, storing oil, building tanks, power stations, telephone lines, and other structures and things hereon 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 and other repoted therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of <u>Lyon</u>, State of <u>Kansas</u> described as follows to-wit:

# The West Half of the Northwest Quarter (W/2 NW/4) and the West Ten (10)

feet of the East Half of the Northwest Quarter (E/2 NW/4) in Section <u>19</u>, in Township <u>15 South</u>, Range <u>12 East</u>, and containing <u>80</u> 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 this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

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

2nd. To pay Lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), 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) 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 tease or any extension thereof, the Lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

No well shall be drilted nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

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

Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

Lessor hereby warrants and agrees to defend the tille 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, insofar as said right of dower and homestead may in any way affect the purposes for which this lesse is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled 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 producilon from a unit so pooled only such portion of the royalt else herein as the amount of this acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

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If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nevertheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate receiving or measuring tanks or devices.

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

Revocable Trust dated June 5, 1990

Wanda T. Spade, Trustee

Wieceda

T. J

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of the

Wanda T. Spade

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF \_\_\_\_\_, ss:

The foregoing instrument was acknowledged before me this <u>8</u> day of <u>Detober</u>, 20<u>15</u>, by

Wanda T. Spade, Trustee of the Wanda T. Spade Revocable Trust dated June 5, 1990

DANIELA K. JENSEN Notary Public - State of Kansas My Appl Expires 04-0/-10

My appointment explres: 04-0/-2018

X JENGEN DANIELA Printed:

# OIL AND GAS LEASE

AGREEMENT, Made and entered into this \_4<sup>th</sup> day of \_\_\_\_\_\_ November \_\_\_\_\_\_, 2015, by and between

#### Bonnie E. Martin, Trustee of the Bonnie E. Martin Revocable Trust dated June 14, 2010

whose mailing address is <u>1832 Coronado Ave., Emporia, KS 66801</u>, hereinafter called Lessor (whether one or more), and John O. Farmer, Inc.

#### hereinafter called Lessee:

Lessor, in consideration of <u>One and other</u> Dollars (\$ <u>1.00+</u>) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring by geophysicat and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to producte, save, take care of, treat, manufacture, process, store and transport said oit, liquid hydrocarbons, gases and their respective constituent products and other products manufacture, therefrom, and housing and therwise caring for its employees, the following described as follows to-wit:

#### The South Half of the South Half (S/2 S/2)

in Section 13, in Township 15 South, Range 11 East, and containing 160 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 this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

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

2nd. To pay Lessor for gas of whatsoever nature or kind produced and sold; or bs@tiotf.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, lesses, in no boot there 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 tenderate royalty one Dollar (\$1) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be websiliered that sold 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 tess interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

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

Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment 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, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, tease 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 gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The enlire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalites 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 royalites elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royality situated hare in the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

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- @: -If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nevertheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the accreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate receiving or measuring tanks or devices. IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written . Setter i Bonnie E. Martin, Frustee of the Bonnie E. Martin Revocable Trust dated June 14, 2010 ACKNOWLEDGMENT The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_. 20\_15. by STATE OF KANSAS, COUNTY OF \_ Lyon \_\_\_. 55: Bonnie E. Martin, Trustee of the Bonnie E. Martin Revocable Trust dated June 14, 2010 Jose G. Vazquez State of Florida OMMISSION # FF 232030 My appointment expires: Excitence May 14, 2010

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WABAUNSEE COUNTY KANSAS FILED FOR RECORD THIS DAY



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Record 216 Page 8.2

# Preston Unit #1 Surface Map John O. Farmer, Inc. 2/15/18 18 13 Wellsite Lease Road Lead & Electrical Line Tank Battery 19 24

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<pre>by at hown</pre>		OIL AND GAS LEASE		Kansas Blue Print 700 S. Broadway PO Box 703 Wichta, KS 67201-0703 310-204-0244-264-St05 fax www.kbp.com + kbp@kbp.com
<pre>and Charlette Waugh Moore and John R. Moore, her husband</pre>	AGREEMENT, Made and entered into the	thday of August		2008
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Charlotte Waugh Moore Í

John R. Moore

STATE OF KANSAS ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) COUNTY OF WARAUNSE The foregoing instrument was acknowledged before me this 28day of Augus 2008 John S. Waugh, a single person by \_ **NOTARY PUBLIC - State of Kansas** Å My commission expires -ILA BUSH My Appt. Exp. Notary Publ STATE OF KANSAS ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) COUNTY OF Withaumsee ACKNOWLEDGMEN The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ Samuel D. Waugh and Lisa M. Waugh, his wife Sentember 2008 NOTARY PUBLIC - State of Kansas à My commission expires . ILA BUSH **Start** E My Appt. Exp. Notary Public 2808 STATE OF KAASAS ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) COUNTY OF DABALLASEE COUNTY OF WHATCHING CE 2008 by \_ Charlotte Waugh Moore and John R. Moore, her husband NOTARY PUBLIC - State of Kansas ILA BUSH My Appl. Exp. //--/ My commission expires Notary Public STATE OF \_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) COUNTY OF \_ The foregoing instrument was acknowledged before me this \_ \_\_\_day of \_\_ by \_ and My commission expires . Notary Public recorded Register of Deeds This instrument was filed for record on the OIL AND GAS LEASE -M., and duly Rge Term Раде County FROM When recorded, return to a-clock the records of this office. Twp. No. No. of Acres STATE OF County . in Book Section day of Date ۱<u>۶</u> By at STATE OF \_ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe) COUNTY OF . The foregoing instrument was acknowledged before me this \_ \_day of \_ by of . а corporation, on behalf of the corporation. .

My commission expires \_\_\_\_

## EXHIBIT "A"

4

Fee:() \$16.00

ATTACHED TO AND BY REFERENCE MADE A PART OF THAT CERTAIN OIL AND GAS LEASE BY AND BETWEEN JOHN S. WAUGH, A SINGLE PERSON; SAMUEL D. WAUGH AND LISA M. WAUGH, HIS WIFE; AND CHARLOTTE WAUGH MOORE AND JOHN R. MOORE, HER HUSBAND, AS LESSOR AND JOHN O. FARMER, INC., AS LESSEE, UNDER DATE OF AUGUST 13, 2008.

1. Lessee and Lessor agree that any access roads, well sites, or pipelines to be constructed under the terms of this lease shall be done in consultation with the Lessor, provided however, the Lessor shall not attempt to prohibit said construction or make unreasonable requests of the Lessee.

2. Lessee agrees that as soon as is reasonably possible, following completion of its operations, Lessee shall restore its well site, as nearly as possible, to its original condition and land contour.

3. Lessee agrees to be a prudent operator and will keep all surface disturbances to the minimum area necessary to conduct its operations.

4. Lessee shall hold Lessor harmless from any environmental liability arising out of Lessee's operations under the terms of this lease.

5. In the event a dry hole is drilled on the property, Lessee shall pay Lessor's actual site damages sustained to the lease premises by reason of the drilling of said dry hole which damages shall not be less than \$1,000 per dry hole drilled.

6. Lessee shall not have the right to use water from existing water wells, creeks, springs and/or stock ponds or otherwise without written consent of Lessor.

7. Lessee shall not have the right to quarry or otherwise produce or take rock from the property.

8. Lessee shall schedule seismic and drilling activities, as reasonably possible, to minimize interference with grazing of cattle and farming operations on the property described herein between the dates of April 15 through August 15. If necessary, drill pits will be fenced off and cattle guards will be installed for property access during the grazing season.

9. Lessee, at its own expense, agrees to restore all property that is excavated, used for pipeline or water pits, or otherwise changed by the use by Lessee of Lessor's property under this lease, to the prior existing condition of the property described herein, as is reasonably practicable.

10. Lessee agrees to compensate Lessor for any damages or lost payments on CRP grasses.

11. Subject to oil & gas leases, easements or right-of-ways of record.

SIGNED FOR ACKNOWLEDGEMENT:_	Makin
	John S. Waugh
WABAUNSEE COUNTY KANSAS FILED FOR RECORD THIS DAY	Samuel D. Waugh Lisa M. Waugh
OF SEP 1 5 2008 A.D.	Chatter floore queen
t 1:30 o'clock P M. and recorded for	Charlotte Waugh Moore John R. Moore
Willianne Limox dec of Death Seal 3	

# Summary of Changes

Lease Name and Number: Preston Unit 1

API/Permit #: 15-111-20534-00-00

Doc ID: 1391378

Correction Number: 1

Approved By: Rick Hestermann 02/21/2018

Field Name	Previous Value	New Value	
Fresh Water Information Source: KDWR	Yes	No	
KCC Only - Approved By	Rick Hestermann 02/16/2018	Rick Hestermann 02/21/2018	
KCC Only - Approved Date	02/16/2018	02/21/2018	
KCC Only - Date Received	02/15/2018	02/21/2018	
KCC Only - Lease Inspection	Yes	No	
KCC Only - Production Comment	NLUB Notice attached.	Oil & Gas leases w/pooling clauses attached. 170	
Nearest Lease Or Unit Boundary	330		

# Summary of Attachments

Lease Name and Number: Preston Unit 1 API: 15-111-20534-00-00 Doc ID: 1391378 Correction Number: 1 Approved By: Rick Hestermann 02/21/2018

Attachment Name