



00-16s-36w-999  
CRD NO.

00-16s-36w  
DMT NO.

# PRO-STAKE

LLC

Construction Site Staking

P.O. Box 2324 Garden City, Kansas 67846  
Office/Fax: (620) 276-6159 – Cell: (620) 272-1499  
burt@prostakellc.com

13788

INVOICE NO.



**Palomino Petroleum Inc.**  
OPERATOR

**Wichita County, KS**  
COUNTY

**Whitham-Miller #1**  
LEASE NAME

**904' FSL - 131' FWL**  
LOCATION SPOT

**3276.1'**  
GR ELEVATION

**38.658754695**  
NAD 83 LAT

**101.293738201**  
NAD 83 LONG

**15**      **16s**      **36w**  
**Sec.**      **Twp.**      **Rng.**

**SCALE:** 1" = 1000'  
**DATE STAKED:** May 9<sup>th</sup>, 2018  
**MEASURED BY:** Pierce R.  
**DRAWN BY:** Bryen M.  
**AUTHORIZED BY:** Nick G.  
**DATE REVISED:**



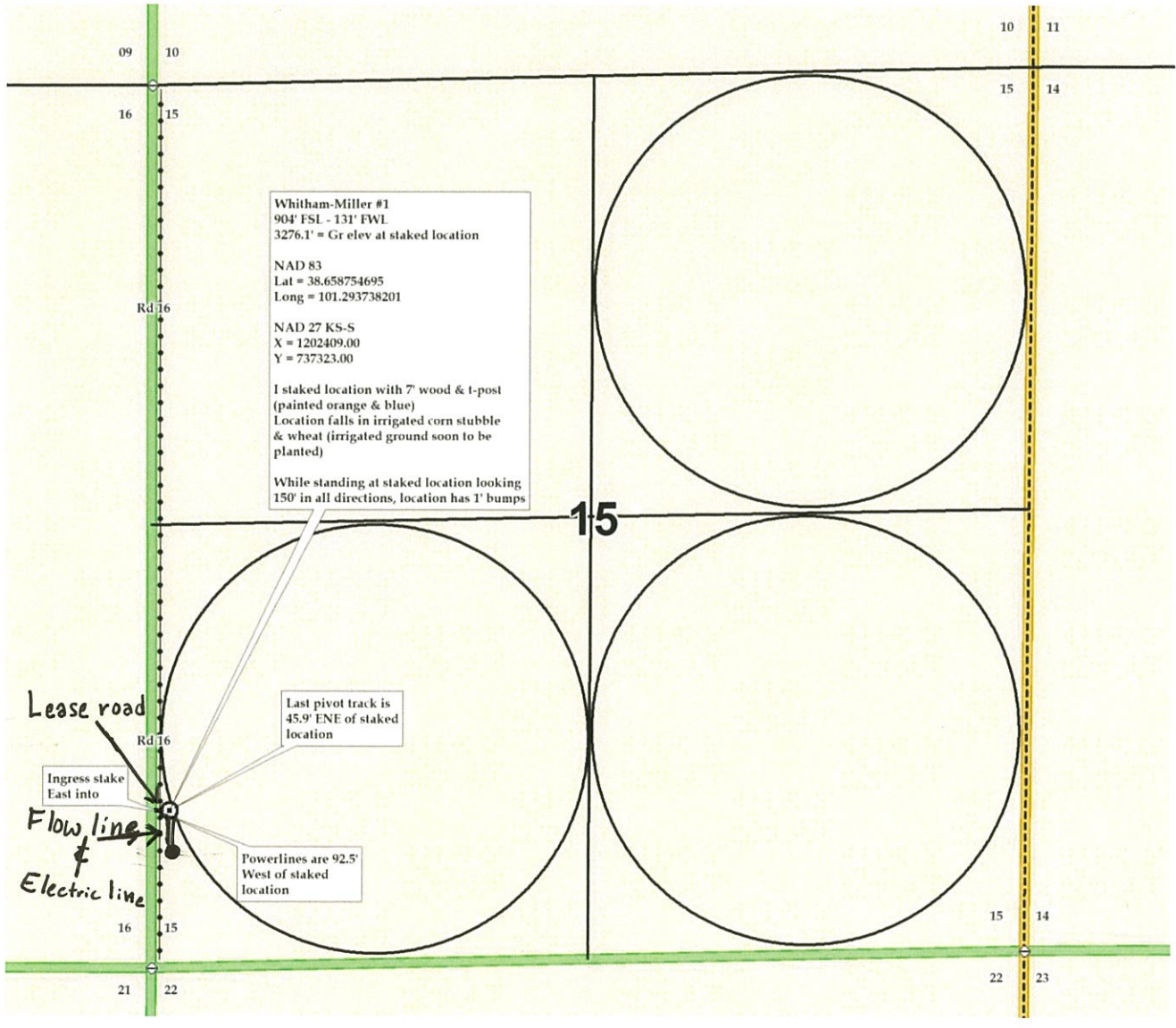
**LEGEND**

- ⊙ irr. well
- ⊕ water hydrant
- ⊙ tank battery
- ⊙ staked loc.
- ⊗ prod. well / aband. well
- ▣ house
- ▣ building
- G— gas line
- W— water line
- E— transmission powerline
- 3 phase powerline
- \* \* \* single phase powerline
- x—x—x— fence
- ▬ gravel / sand rd.
- ▬ gravel trail / lease rd.
- ▬ dirt rd.
- ▬ dirt trail / lease rd.
- ▬ Hwy / blacktop rd.

**DIRECTIONS:** From the Center of Leoti, KS at the intersection of Hwy 96 & Hwy 25 – Now go 12.2 miles North on Hwy 25 – Now go 4 miles East on Rd D to the SW corner of section 15-16s-36w – Now go 904' North on Rd 16 to ingress stake East into – Now go 131' East through wheat into staked location

**Final ingress must be verified with landowner or operator.**  
*This drawing does not constitute a monumented survey or a land survey plat.*  
*This drawing is for construction purposes only.*

## LANDOWNER/CONTACT: Stewart Whitham – (620)874-0380





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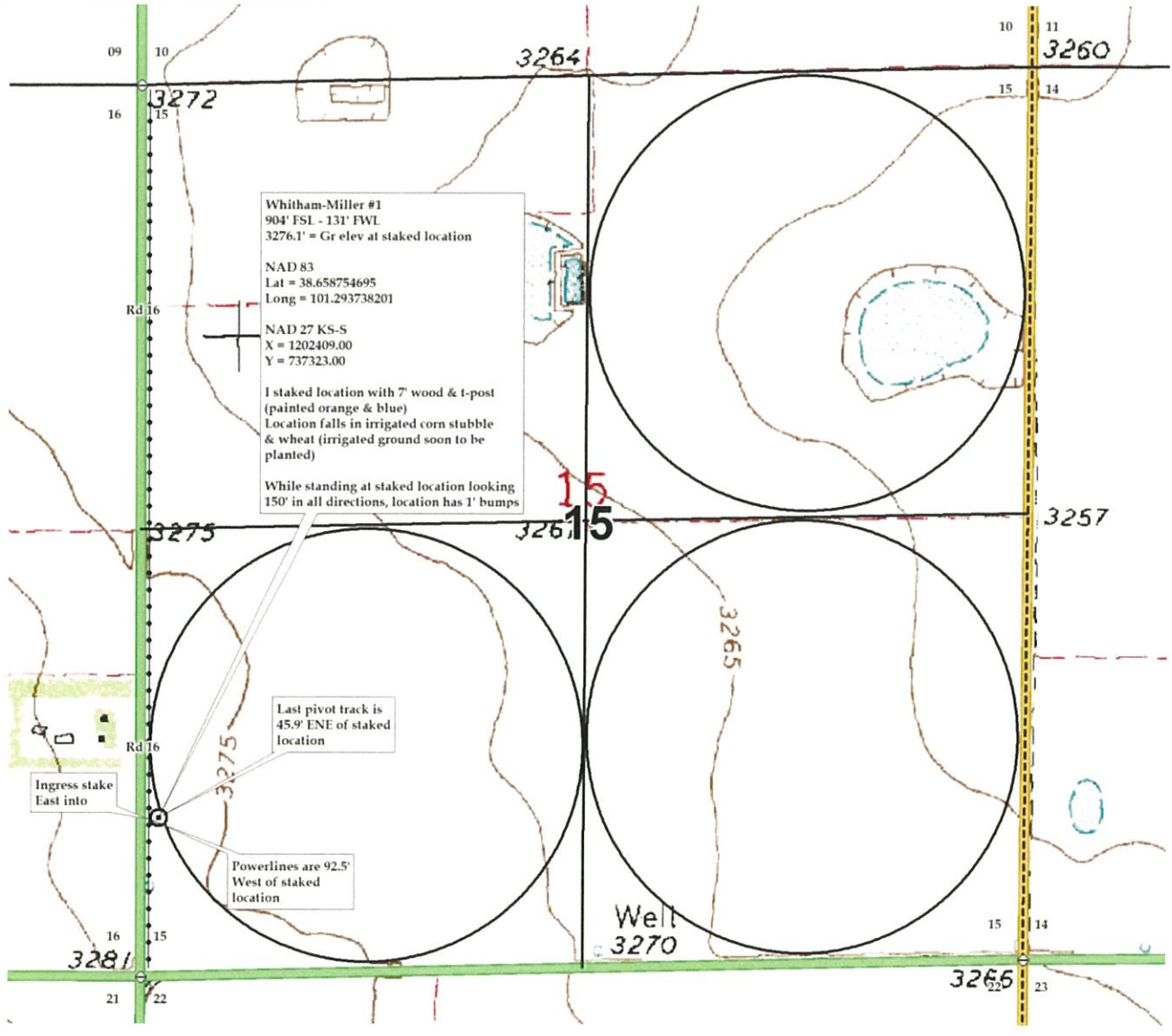
### LEGEND

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*This drawing does not constitute a monumented survey or a land survey plat.*  
*This drawing is for construction purposes only.*

## LANDOWNER/CONTACT: Stewart Whitham – (620)874-0380





63U (Rev. 1993)

9086

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 7th day of April 2015 by and between Whitham Holdings, LLC, a Kansas Limited Liability Company by: (Stewart A. Whitham), Managing Member

whose mailing address is 200 S. Main Lamar, CO 81052 hereinafter called Lessor (whether one or more), and Hammerhead Resources, LLC 155 N. Market, Ste 410 Wichita, KS 67202 hereinafter called Lessee:

Lessor, in consideration of ten and more Dollars (\$ 10.00 + ) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest,

therein situated in the County of Wichita State of Kansas described as follows, to-wit:

Township 16 South - Range 36 West

- (Tract 1) Section 14: SW/4
(Tract 2) Section 15: SE/4
(Tract 3) Section 15: SW/4

In Section XXX Township XXX Range XXX and containing 480 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three(3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

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

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), 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 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 operations 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 mortgage, taxes or other liens on the above described lands, in the event of default of payment by the lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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

\*See "Addendum" attached hereto and made a part hereof;

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

Witnesses: Whitham Holdings, LLC, a Kansas Limited Liability Company

X:
X:
X:

X: Stewart A. Whitham, Managing Member

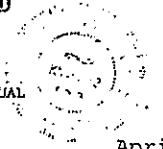
STATE OF KANSAS } ss. DOC. # 395
WICHITA COUNTY



This instrument was filed for record on 30th day of April A.D. 2015 At 1:18 o'clock P. M. and duly recorded in book 50 on page 239-241 Fee \$28.00pd. Commie Whitham REGISTER OF DEEDS By Whitham Whitham Deputy

INDEXED ✓
DIRECT ✓
INDIRECT ✓
NUMERICAL ✓

PHOTOCOPIED



STATE OF Kansas  
COUNTY OF Wichita

ACKNOWLEDGMENT FOR INDIVIDUAL

The foregoing instrument was acknowledged before me this 14th day of April, 2015  
by, (Stewart A. Whitham), Managing Member of Whitham Holdings, LLC, a Kansas Limited Liability Company

My Commission Expires:



Terril L. Ridder  
Terril L. Ridder, Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

, Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
By, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

, Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

, Notary Public

No. \_\_\_\_\_

**OIL AND GAS LEASE**

FROM \_\_\_\_\_

TO \_\_\_\_\_

Date \_\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_ County \_\_\_\_\_

STATE OF \_\_\_\_\_

County \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the records of this office.

By \_\_\_\_\_ Register of Deeds

When recorded, return to: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR CORPORATION (K&G&C&N&C)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by, \_\_\_\_\_

of \_\_\_\_\_  
Corporation, on behalf of the Corporation.  
My Commission Expires: \_\_\_\_\_

, Notary Public

PHOTOCOPIED

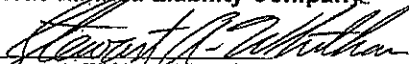
PHOTOCOPIED

Attached to and made a part hereof an Oil and Gas Lease dated April 7th, 2015, by and between, Whitham Holdings, LLC, a Kansas Limited Liability Company by: (Stewart A. Whitham), Managing Member, as Lessors, and Hammerhead Resources, LLC, as Lessee, covering the aforementioned property in Wichita County, Kansas to wit:

Addendum

1. A sufficient dike shall be placed around tank batteries. Also tank batteries and pumping equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle on Milo stalks or wheat. Lessee or assigns agrees to comply with all applicable Federal, State and Local laws and regulations
2. It is the intention of the parties hereto to cause as little interference with farming operations on said land as possible, including but not limited to the operation of pivotal irrigation sprinklers, or other irrigation methods. In the event of production and continued use of the surface, Lessee, or his assigns, will restore or prepare the surface and situate and install all equipment needed in connection therewith, so that Lessee's use thereof will not interfere with the passage of said over-head sprinkler irrigation system. Any production equipment, including but not limited to pump jacks, hydraulic lifting or other equipment necessary to produce any oil or gas well on said land shall use low profile equipment and/or recess equipment to such depths as to permit the use by Lessor of circular irrigation sprinkler system. Should any alterations to the surface contours be caused by Lessee's operations, Lessee, his heirs, or his assigns, shall restore said surface contours to their former condition as nearly as is practicable.
3. Lessee shall consult with Lessor and obtain consent as to routes of ingress/egress as well as road and equipment placement on said premises for the purpose of drilling and production. Consent will not be unreasonably withheld.
4. In the event of drilling operations on said land, Lessee or assigns agree to backfill all dry slush pits, level the location and restore the surface as nearly as is practicable, within (1) year after the completion date or as soon as pit dries sufficiently to fill and cover properly. This requirement applies whether said drilling results in production or not.
5. In the event Lessor owns a surface interest in a tract covered under this lease and such surface tract is the actual surface location for a well Lessee drills under the terms of this lease, Lessee shall pay Lessor a one-time sum of \$1,500.00 prior to drilling, proportionately reduced to the amount of surface interest Lessor actually owns, for any and all damages to roads, fences, improvements, growing crops and ground caused by Lessee's drilling operations hereunder.
6. Lessor does hereby grant to Lessee, its successors and/or assigns, the option to extend the primary term of this Lease and all rights hereunder for an additional two (2) years. Lessee shall exercise this option by tendering to Lessor \$ 15.00 per acre bonus money per Lessor's net mineral acre covered by this Lease on or prior to the expiration date of the initial primary term of this Lease. This additional bonus payment shall be considered tendered by Lessee when deposited with the U.S. Postal Service for delivery to the Lessor by certified mail addressed to Lessor at Lessor's address stated anywhere in this Lease, or such other address provided to Lessee by Lessor shall be effective until actual receipt of such notice by the Lessee. Further, Lessee shall have no obligation hereunder to tender additional payment to Lessor if Lessee has tendered payment to the last known address of Lessor prior to its receipt of a notice of change of address. This option to extend the primary term of the Lease shall be binding on Lessor's heirs, successors, and/or assigns.
7. FENCES: Lessee agrees not to cut or go over any fence at any time or in connection with any operation on the leased premises without first obtaining the consent of the surface owner. Lessee agrees to completely close all gates and properly maintain all gates and cattle guards which Lessee and Lessee's agents, servants and/or employees may use in Lessee's operations on the leased premises to prevent the escape of cattle or stock of the surface owner or tenant through any open gates.
8. NOTICE OF IMMINENT ACTIVITY: Before any drill-site or location is staked and Lessee moves on to the leased premises, Lessee will give advance notice to Lessor of said activity.
9. It is understood and agreed that the aforementioned Tracts shall constitute separate and individual Leases. Production on any single Tract shall not hold any other Tract Lease by said production. It is further understood and agreed that the option to extend may be exercised individually according to the tracts herein described, with no obligation on remaining tracts.

**Whitham Holdings, LLC, a Kansas Limited Liability Company.**

X:   
(Stewart A. Whitham), Managing Member

PHOTOCOPIED

FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No. 09-115



316-264-9344 • P.O. Box 793 • Wichita, KS 67201-0793

AGREEMENT, Made and entered into the 28th day of August 2015 by and between R & M Miller Farms, Inc. By: Richard W. Miller, Treasurer and Secretary and Mark D. Miller, President

whose mailing address is P. O. Drawer 7B Leoti, KS 67861 hereinafter called Lessor (whether one or more), and Landmark Resources, Inc. 1616 S. Voss Road, Suite 600, Houston, Texas 77057

Lessor, in consideration of One and more Dollars (\$ One (\$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 things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of WICHITA State of KANSAS described as follows to-wit:

Township 16 South, Range 36 West

Section 16: NE/4 Section 15: NW/4

Section 16: SE/4

In Section XXX Township XXX Range XXX and containing 480 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees

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

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), 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 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, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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

\*\*\* See Rider attached hereto and made a part hereof:



STATE OF KANSAS } ss. DOC. # 754
WICHITA COUNTY
This Instrument was filed for record on 18th day of Sept. A.D. 2015 At 1:30 o'clock P. M. and duly recorded in book 57 on page 20-28 Fee \$ 28.00 By: Matthew Lemminger Deputy

R & M Miller Farms, Inc.

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

Witnesses: [Signature] By: Richard W. Miller, Treasurer and Secretary

[Signature] By: Mark D. Miller, President

PHOTOCOPIED

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public

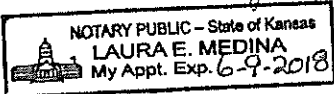
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COUNTY OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public

No. \_\_\_\_\_  
OIL AND GAS LEASE  
FROM \_\_\_\_\_  
TO \_\_\_\_\_  
Date \_\_\_\_\_  
Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_  
No. of Acres \_\_\_\_\_ Term \_\_\_\_\_  
County \_\_\_\_\_  
STATE OF \_\_\_\_\_  
County \_\_\_\_\_  
This instrument was filed for record on the \_\_\_\_\_  
day of \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded  
in Book \_\_\_\_\_ Page \_\_\_\_\_ of  
the records of this office  
By \_\_\_\_\_ Register of Deeds  
When recorded, return to \_\_\_\_\_

STATE OF KANSAS  
COUNTY OF WICHITA ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)  
The foregoing instrument was acknowledged before me this 11th day of September ~~August~~ 2015  
by Richard W. Miller, Treasurer/Secretary and Mark D. Miller, President  
of R & M Miller Earms, Inc a Kansas Corporation  
corporation, on behalf of the corporation  
My commission expires June 9, 2018 Laura E Medina  
Notary Public



PHOTOCOPIED



**PHOTOCOPIED  
RIDER**

This rider is attached to that certain oil and gas lease dated the 28th day of August, 2015, entered into by and between R&M Miller Farms, Inc. By: Richard W. Miller, Treasurer and Secretary and Mark D. Miller, President as Lessor and Landmark Resources, Inc. as Lessee, and covering the following described land in WICHITA County, State of KANSAS, described as follows, to wit:

Township 16 South, Range 36 West  
Section 16: NE/4                      Section 15: NW/4  
Section 16: SE/4

1. DAMAGES: In the event of drilling operations on the leased premises, Lessee or assigns agree to backfill all slush pits when dried, level the location and restore the surface to its original condition as nearly as is practicable. Lessee or assigns agree to pay for all damages of any nature arising from its operations on said lands. Lessee agrees to pay the following minimum amounts to Lessor for damages \$1,500.00 for each drill site.
2. EQUIPMENT: Lessee agrees to install a low-profile pumping unit on any well within the path of a circular irrigation system whenever the use of a standard size pumping unit would interfere with Lessor's normal farming operations. It is understood and agreed that upon termination of production on this lease, all equipment of Lessee shall be removed within six (6) months and all sites shall be restored to their original condition as nearly as is practicable.
3. NO SALTWATER DISPOSAL: Notwithstanding any wording, language or provisions in this lease to the contrary, Lessee does not have the right to dispose of saltwater on the leased premises unless a separate and distinct written saltwater disposal agreement is reached by and between Lessor and Lessee.

R&M Miller Farms, Inc.

X *Richard W. Miller*  
By: Richard W. Miller, Treasurer

X *Mark D. Miller*  
By: Mark D. Miller, President

State of KANSAS                      ACKNOWLEDGMENT FOR CORPORATION  
County of Wichita                      (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State on this 31 day of August, 2015, personally appeared Richard W. Miller, Treasurer and Secretary and Mark D. Miller, President of R&M Miller Farms, Inc. to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 08-09-2018

*Alberta Binns*  
Notary Public

