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

OPERATOR: License#   Sec. Twp   S. R     Address 1:   Sec. Twp   S	Expected Spud Date:	month day yea	Spot Description:
Is SECTION: Regular Irregular?   Interest Inte	DPERATOR: License#	,	Sec Twp S. R   E     E     Sec Twp S. R   E     E     Sec Se
County:   State   Zip:   +     County:     County:   Lease Name:   Well #:   Field Name:   Lease Name:   Well #:   Field Name:   Is this a Prorated / Spaced Field?   Yes Target Formation(s):   Name   Target Formati	lame:		
County:	Address 1:		Is SECTION: Regular Irregular?
County Ontact Person: hone:    County   County   County			(Note. Locate well on the Section Flat on reverse side)
Contractors: License#	•	·	County:
Section   Sect			Lease Name: vveil #: vveil #:
### Target Formation(s): ### Mearest Lease or unit boundary line (in footage): ### Ground Surface Elevation: ### Water Surface Plool Ext.   Air Rotary   Water well within one-quarter mile:   Yes   Yes   Other   Other: ### Surface Pipe Planned to be set:   Depth to bottom of tresh water:   Depth to bottom of tresh water:   Depth to bottom of usable water is   Depth to bottom of to bottom of usable water is   Depth to bottom of to bottom of usable water is   Depth to bottom of to bottom of to bottom of to	none.		Field Name:
Well Drilled For:   Well Class:   Type Equipment:   Nearest Lease or unit boundary line (in footage):   Seismic :   Infield   Mud Rotary   Water well within one-quarter mile:   Yet   Yet   Seismic :   # of Holes   Other			Is this a Prorated / Spaced Field?
Oil   Enh Rec	ame:		Target Formation(s):
Gals   Storage   Pool Ext.   Air Yotary   Water well within one-quarter mile:   Yet   Yet   Gals   Gals   Storage   Pool Ext.   Air Yotary   Public water supply well within one mile:   Yet   Yet   Water well within one-quarter mile:   Yet   Yet   Gals   Wildcat   Gable   Pool Ext.   Air Yotary   Public water supply well within one mile:   Yet   Yet   Water well within one-quarter mile:   Yet	Well Drilled For:	Well Class: Type Equipme	71G
Gas   Slorage   Pool Ext.   Air Rotary   Public water supply well within one mile:   Yes   Depth to bottom of fresh water:   Depth to bottom of susable water:   Depth to bottom of usable water to bottom of the port of pulling the posted on each drilling operation.   Depth to bottom of the port of pulling the posted on each drilling the po	Oil Enh Re	ec Infield Mud Rot	Ground Surface Elevation:feet M
Depth to bottom of fresh water:   Depth to bottom of fresh water:   Depth to bottom of usable water:   Depth service of the property of the period	Gas Storage		Water well within one-quarter mile:
Depth to bottom of usable water:   Depth to bottom of usable water:   Surface Pipe by Alternate:   I   I   I   Length of Surface Pipe by Alternate:   I   I   I   Length of Surface Pipe by Alternate:   I   I   I   Length of Surface Pipe Planned to be set:   Length of Conductor Pipe (if any):   Projected Total Depth:   Formation at Total Depth:   Water Source for Drilling Operations:   Well   Farm Pond   Other:   DWR Permit #:   DWR Permit #:   Will Cores be taken?   Notify the paper of the properties district office prior to spudding of well;   A copy of the approved notice of intent to drill shall be posted on each drilling rig;   A repropriate district office of intent to drill shall be posted on each drilling rig;   The appropriate district office will be notified before well is either plugged or production casing is cemented in;   A repropriate district office will be notified before well is either plugged or production casing is cemented in;   A repropriate district office will be notified before well is either plugged or production casing is cemented in;   A repropriate district office will be notified before well is either plugged or production casing is cemented in;   A repropriate district office will be notified before well is either plugged or production casing is cemented in;   A repropriate district office will be notified before well is either plugged or production casing is cemented in;   A repropriate district office will be notified before well is either plugged or production casing is cemented in;   A repropriate district office will be notified before well is either plugged or production casing is cemented in;   A repropriate district office will be notified before well is either plugged or production casing is cemented in;   A repropriate district office will be notified before well is either plugged or production casing is cemented in;   A repropriate district office will be noti	Dispos	al Wildcat Cable	
Surface Pipe by Alternate: I I I Length of Surface Pipe Planned to be set: Length of Conductor Pipe (if any): Projected Total Depth: Promet to the surface Pipe Planned to be set: Length of Conductor Pipe (if any): Projected Total Depth: Prometion at Total Depth: Prometion at Total Depth: Prometion at Total Depth: Water Source for Drilling Operations: Water Source of Drilling Operations: Water Source of Drilling Operations: Water Source Source Water Source Promote Source Water Sou	Seismic ; # of	Holes Other	Depth to bottom of fresh water:
Length of Surface Pipe Planned to be set:  Length of Conductor Pipe (if any):  Projected Total Depth:  Formation at Total Depth:  Solution Hole Location:  CC DKT #:  No Wes, true vertical depth:  Solution Hole Location:  CC DKT #:  No Will Cores be taken?  If Yes, proposed zone:  AFFIDAVIT  In eundersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.  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 cementir 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.  **Remember to:*  - File Certification of Compliance with the Kansas Surface Owner Notificat Act (KSONA-1) with Intent to Drill;  - File Completion Formation at Total Depth:  - File Completion Format	Other:		Depth to bottom of usable water:
Operator:  Well Name: Original Completion Date: Original Total Depth: Identitional, Deviated or Horizontal wellbore? Ves, true vertical depth: OCD EXT #:  Water Source for Drilling Operations: Water Source for Drilling Ope	It OMMO, ald wall in	oformation on follows:	
Well Name: Original Completion Date: Original Total Depth: Incettional, Deviated or Horizontal wellbore? Yes No Yes, true vertical depth: Interestional Depth: Interestional Deviated or Horizontal wellbore? Yes No Yes, true vertical depth: Interestical depth: Interes	If OvvvvO: old well in	normation as follows:	Length of Surface Pipe Planned to be set:
Original Completion Date:Original Total Depth:	Operator:		
Water Source for Drilling Operations:  Water Source for Drill operations:  Water Source for Drill operations:  Water Source for Drilling Operations:  Water Source for Drilling Operations:  Water Source for Drilling Operations:  Water Source for Date Form Accentually Operations:  Water Source for Drilling Operations:  (Note: Apply for Permit with DWR   )  Will Cares be taken?  Water Source for Drilling Operations:  (Note: Apply for Permit with DWR   )  Will Cares be taken?  Water Source for Drilling Operations:  (Note: Apply for Permit with DWR   )  Will Cares be taken?  If Yes, proposed zone:  Water Source for Drill Will Dwater Drill with Dwater Drill operations:  (Note: Apply for Permit with DWR   )  Will Cares be taken?  (Note: Apply for Permit with DWR   )  Will Cares be taken?  (Note: Apply for Permit with Dwater Drill op			
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DWR Permit #:    DWR Permit #:   DWR Permit #:   (Note: Apply for Permit with DWR   )   Will Cores be taken?     Yes     If Yes, proposed zone:           If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:         If Yes, proposed zone:           If Yes, proposed zone:           If Yes, proposed zone:           If Yes, proposed zone:           If Yes, proposed zone:           If Yes, proposed zone:             If Yes, proposed zone:             If Yes, proposed zone:             If Yes, proposed zone:             If Yes, proposed zone:             If Yes, proposed zone:               If Yes, proposed zone:                     If Yes, proposed zone:			
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Inis authorization expires:	ıbmitted Electron	ically	Remember to:
(This authorization void if drilling not started within 12 months of approval date.)  - Obtain written approval before disposing or injecting salt water.	API # 15 Conductor pipe required Minimum surface pipe requ Approved by:	feetfeet per ALT.	- 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);
	API # 15  Conductor pipe required  Minimum surface pipe requ  Approved by:  This authorization expires:	feet uiredfeet per ALT.	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);
Spud date: Agent: please check the box below and return to the address below.	API # 15  Conductor pipe required  Minimum surface pipe requ  Approved by:  This authorization expires:	feet uiredfeet per ALT.	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);

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

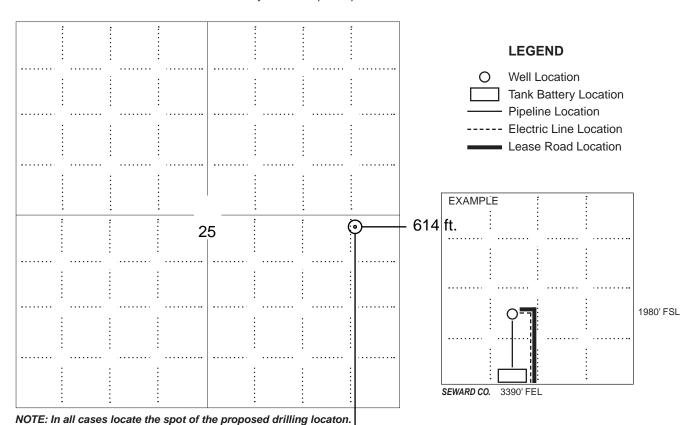
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

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	
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.



#### 2474 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:					
Emergency Pit Burn Pit Proposed		Existing	SecTwp R		
Settling Pit Drilling Pit	If Existing, date constructed:		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	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	m ground level to dee	pest point:	(feet) No Pit		
material, thickness and installation procedure.  liner integrity, including any special monitoring.					
Distance to nearest water well within one-mile of pit:		Depth to shallowest fresh water feet. Source of information:			
feet Depth of water well	feet	measured	well owner electric log KDWR		
Emergency, Settling and Burn Pits ONLY:		Drilling, Workover and Haul-Off Pits ONLY:			
Producing Formation:		Type of material utilized in drilling/workover:			
Number of producing wells on lease:		Number of working pits to be utilized:			
Barrels of fluid produced daily:		Abandonment procedure:			
Does the slope from the tank battery allow all s 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  Liner Steel Pit RFAC RFAS					
Date Received: Permit Numl	ber:	Permi	t Date: Lease Inspection:		

## Kansas Corporation Commission Oil & Gas Conservation Division

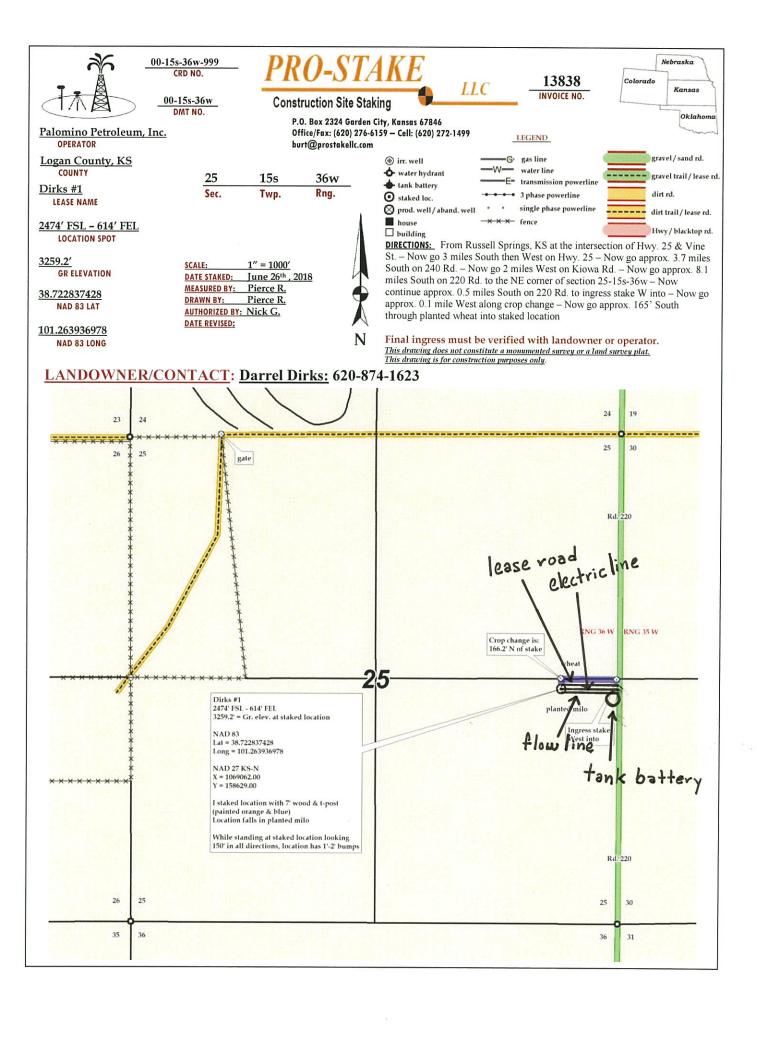
Form KSONA-1
January 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

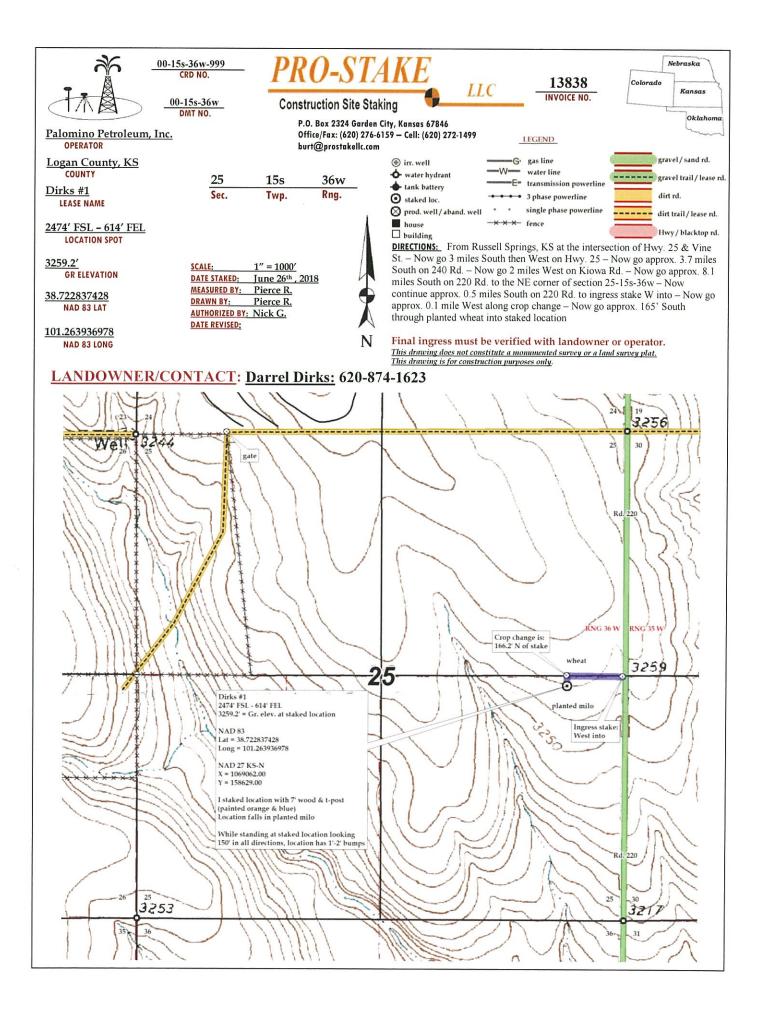
# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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	athodic 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: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
Contact Person:			
Phone: ( ) Fax: ( )			
Email Address:			
Surface Owner Information:			
Name: When filing a Form T-1 involving multiple surface owners, attach a			
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:  I certify that, pursuant to the Kansas Surface Owner Notice Acowner(s) of the land upon which the subject well is or will be located CP-1 that I am filing in connection with this form; 2) if the form beform; and 3) my operator name, address, phone number, fax, and I have not provided this information to the surface owner(s). I ack KCC will be required to send this information to the surface owner.	cknowledge that, because I have not provided this information, the ner(s). To mitigate the additional cost of the KCC performing this		
that I am being charged a \$30.00 handling fee, payable to the Ko	fee with this form. If the fee is not received with this form, the KSONA-1		
Submitted Electronically			





STATE OF KANSAS, LOGAN COUNTY This instrument was filed for record on

August 14, 2017 10:51 AM and recorded in Book 184 of Page 697 - 699

Joyce L Bosserman , Register of Deeds

Fees: \$46.00 201700918

Jage & Bosseman

Indexed-Verified-

184 697

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Form 88 - (Producer's Special) (Paid-Up) 63U (Rev. 1993)

## OIL AND GAS LEASE

AGREEMENT, Made and entered into the <u>1st</u> day of <u>August</u>, <u>2017</u>, by and between Darrel Dirks, a/k/a Darrel W. Dirks,

and Diane Dirks, a/k/a Diane M. Dirks. his wife

whose mailing address is \_\_\_\_240 & Adobe - Marienthal, Kansas 67863

hereinafter called Lessor (whether one or more), and Ritchie Exploration, Inc. - PO Box 783188, Wichita, Kansas, 67278-3188 hereinafter called Lessee:

Lessor, in consideration of One and more 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 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 LOGAN, State of KANSAS, described as follows, to-wit:

#### Township 15 South. Range 35 West

Tract#1: Section 19: SW/4 (a/d/a Lot 3 [40.74 acres], Lot 4 [40.71 acres], and E/2SW/4)

Tract #2: Section 19: SE/4 Section 28: N/2NE/4 Tract #3: Tract #4: Section 28: NW/4 Tract #5: Section 28: SW/4 Tract #6: Section 28: SE/4 Tract #7: Section 29: NW/4 Tract #8: Section 30: SE/4 Tract #9: Section 33: NW/4

#### Township 15 South, Range 36 West

Tract #10: Section 25: A tract of land in the North Half (N/2) of Section 25, described as follows:

"Beginning at the northeast corner of said section; thence, on an assumed bearing of \$00°05'58"E. along the east line of said section, a distance of two thousand six hundred forty-nine and fourteen hundredths (2,649.14) feet to the southeast corner of said half; thence \$89°07'39" W, along the south line of said half, for a distance of four thousand one hundred one and seventy-two hundredths (4,101.72) feet; thence N05°42'08"W for a distance of two thousand six hundred fifty-five and sixtyfive hundredths (2,655.65) feet to the north line of said section; thence N89°05'32"E, along the north line of said section, for a distance of four thousand three hundred sixty-one and six hundredths (4,361.06) feet to the point of beginning," said tract containing 257.18 acres, more or less.

Tract #11: Section 25: SW/4 Tract #12: Section 25: SE/4 Tract #13: Section 36: NE/4 Tract #14: Section 36: NW/4 Tract #15: Section 36: SW/4 Tract #16: Section 36: SE/4

and containing 2.578.63 acres, more or less, and all accretions therete.

- 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 Ten Dollars (\$10.00) 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,

- 3. 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.
- 4. 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.
- 6. Any pipeline or power line constructed hereunder shall be buried to a depth of not less than three (3) feet below the surface.
- 7. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. By executing this lease, Lessor understands and agrees that Lessee (or Lessee's designee) has the exclusive right to conduct a seismic survey upon the leased premises, and Lessor further agrees to execute a permit or other document required in connection therewith. Lessor further agrees that no permission to conduct a seismic survey shall be granted to any other entity during the term of this lease without express written consent of Lessee.
- 16. It is understood and agreed that each of the sixteen (16) above-described tracts shall constitute separate and individual leases according to the terms herein established. Production on any single tract shall not serve to extend lease on any other tract upon which production is not had.
- 17. Notwithstanding any other provisions in this lease, it is expressly understood and agreed that after the primary term, this lease cannot be maintained in force solely by the payment of the shut-in gas well royalty for any period in excess of two (2) cumulative years.
- 18. At the conclusion of any drilling or reworking operations, the lands of Lessor shall be restored as nearly as is practicable to the condition just prior to such operations except such portion thereof as is required for the continued use by Lessee in its operations in the event of production. Following the conclusion of production, all of Lessor's land used by Lessee in its operations shall be restored as nearly as is practicable to the condition existing on such land at the commencement of Lessee's operations thereon.
- 19. Lessor reserves the right to designate the direction and location of every road or roadway on the premises and no road or roadway easement shall be constructed to or from any well location or drill site except as may be so designated by Lessor. At the request of Lessee, Lessor shall designate the location of a road suitable in Lessee's opinion for Lessee's operations. Roadways shall be kept and maintained at Lessee's cost, in good condition.

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

Darrel Dirks, a/k/2 Darrel W. Dirks/

Diane Dirks, a/k/a Diane M. Dirks

Date: X -

Date: 3-/-/

STATE OF	KANSAS	}			
COUNTY OF	LOGAN	}			
	acknowledged before me or	this 15t da	y of	August and	
Diane Dirk	s, a/k/a Diane M. Dirks,			his w	fe
My commission expi	Notary Public	HER D. FRICK State of Kansas	(Sa	2//5	746
wy commission exp	July:	26, 2018	Notary Public	Christopher	A. 5006