



## OIL AND GAS LEASE

AGREEMENT, Made and entered into effective the 19th day of September, 2016 by and between

Mary H. York Trust dated January 14, 2009

as Trustee of the

whose mailing address is 420 Sunrice - Oakley, Kansas 67748

hereinaster called Lesser (whether one or more), and <u>Ritchie Exploration, Inc. - PO Box 783188, Wichita, Kansas, 67278-5188</u> hereinaster called Lessee

Lessot, 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, lesses and tets 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 products save, take care of, treat, manufacture, process, storic and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise earing for its employees, the following described land, together with any reversionary rights and after-acquired interest therein, situated in the County of <u>COVE</u>. State of <u>KANSAS</u>, described as follows, to-vett

Township 14 South, Range 30 West

Section 6: SW/4 (a/d/a Lot 6 [39.12 acres], Lot 7 [39.17 acres], and E/2SW/4)

Section 6: SE/4

and containing 318.29 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>Two (2) Years</u> from the effective 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 peoled.
- 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 five thirty-seconds (5/32) part of all oil produced and saved from the lessed 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, five thirty-seconds (5/32) of the market price at the well. (but, as to gas sold by Lessee, in no event more than five thirty-seconds (5/32) 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 (\$1/60) 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 precoding 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 offect 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 fand 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.
- 5 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 Lesser.
- 6 When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.
- No well shall be drifted nearer than 200 feet to the house or harm now on said premises without written consent of Lessor
- 8 Lessee shall pay for damages caused by lessee's operations to growing crops on said land.
- 9 Lesses shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove easing
- 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 testigned 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 releases covering any portion or portions of the above deteribed premises, and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

This space reserved for use by the Register of Deeds for recording purposes:



STATE OF KANSAS, GOVE COUNTY SS REGISTER OF DEEDS Book: 198 Page: 951-952

Recording Fac: \$25.00

Date Recorded: 10/3/2016 11:53:12 AM

- 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 Lessec hold 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 lesse is made, as recited herein.
- Lessec, 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 texas; in the immediate vicinity thereof, when in Lessec'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 enother 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. Lessec 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 in the pooled acreage, it shall be treated as if production to 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 of his acreage has expected. Lesser 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. Lessee, or its assigns, agrees to consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- 16. When preparing development locations, the topsoil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and contour as nearly as is practicable.
- 17. 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.
- 18. 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.
- 19. A sufficient dike shall be placed around tank batteries. Tank batteries and pumping equipment units shall be fenced to restrain cattle to pastures or on ground that Lessor grazes cattle on milo or corn stalks or wheat. Lessee or assigns agree to comply with all applicable Federal, State, and Local laws and regulations.
- 20. In the event Lessee fails to commence drilling operations on or before the one-year anniversary date of this lease. Lessee shall be obligated to pay to Lessor the sum of ten dollars (\$10.00) per net mineral acre covered by this lease.

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

the Mary H. York Trust dated January 14, 2009, BY:

Mary H York Trustee	TaxIDS 510-50-8126
Date: Sept 19,2016	

When Recended, Reflered 17: RITCHIE EXPLORATION, INC 8100 E. 22nd ST. N., #700 WICHITA, KS 67226-2328

State of County of	KANSAS LOGAN	(Individual Acknowledgement)
The forgoing instrume  Mary H. Yo	ent was acknowledged before me this _19	9th day of September . 2016 by as Trustee of the
My commission capi	CHRISTOPHER D. FRICK Natary Public State of Kancas Way Appointment Expres	Christopher D. Frick Name P.