

RECEIVED

AUG 14 2002

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1

June 2000

KCC WICHITA

Form must be Typed

Form must be Signed

All blanks must be Filled

## REQUEST FOR CHANGE OF OPERATOR

## TRANSFER OF INJECTION OR SURFACE POND PERMIT

DOR 135679

Check Applicable Boxes:

☒ Oil Lease: No. of Wells 1☐ Gas Lease: No. of Wells \_\_\_\_\_

\*\* Side Two Must Be Completed.

☒ Saltwater Disposal Well - Docket No. D-21,622Spot Location: 330 feet from N (S) Line330 feet from (E) / W Line☐ Enhanced Recovery Project Docket No. \_\_\_\_\_Entire Project: ☐ Yes ☐ No

Number of Injection Wells \_\_\_\_\_

Field Name: CooperEffective Date of Transfer: July 1, 2002Lease Name: MentgenSE-SE-SE Sec. 4 Twp. 10S R. 21 ☐ E ☒ W

Legal Description of Lease: \_\_\_\_\_

SE/4 Sec. 4-T10S-R21WCounty: GrahamProduction Zone(s): ArbuckleInjection Zone(s): Cedar Hills

Surface Pond Permit # \_\_\_\_\_

(API # If Drill Pit)

\_\_\_\_\_ feet from N / S Line of Section

\_\_\_\_\_ feet from E / W Line of Section

Identify:

☐ Emergency Pit☐ Burn Pit☐ Storage Pit☐ Drill Pit

Past Operator's License No. \_\_\_\_\_

Past Operator's Name & Address: Abandoned wellSee lease agreement

Title: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. 5135New Operator's Name & Address: John O. Farmer, Inc.P.O. Box 352, Russell, KS 67665Title: PresidentContact Person: John O. Farmer IIIPhone: (785) 483-3144Oil / Gas Purchaser: NCRADate: August 9, 2002Signature: John O. Farmer III

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pond permit # \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pond permit.

JOHN O. FARMER, INC. is acknowledged as the

new operator and may continue to inject fluids as authorized by

Docket # D-21,622 Recommended action THIS WELLHAS 1 YR. RETEST, JULY 2003.Date: 2-11-03 Mike Engelbrecht

Authorized Signature

\_\_\_\_\_ is acknowledged as the

new operator of the above named lease containing the surface pond

permitted by # \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

9/5/2002 FEB 14 2003 9/02

*A separate sheet may be attached if necessary*

\* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

TERRY L. CIKANEK  
ATTORNEY AT LAW

PHONE NO. (785) 425-6731  
FAX NO. (785) 425-6732

**CIKANEK LAW OFFICE**

P.O. BOX 517  
405 Main Street  
STOCKTON, KANSAS 67669

August 1, 2002

John O'Farmer Inc.  
370 West Wichita Ave.  
Russell, Kansas 67665

Attention: John O' Farmer III

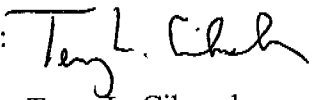
RE: SE/4 of 4-10-21, Graham County, Kansas  
Mentgen

Dear Mr. Farmer:

Enclosed you will find a copy of the Oil and Gas Lease that I have prepared for the above described property. I have forwarded the original Lease on this date to Karen Mentgen to be signed by her. Upon receipt of the signed Lease, I will forward the same to you.

Very truly yours,

CIKANEK LAW OFFICE

By:   
Terry L. Cikanek

TLC/dew

Re: SE/4 4-10-21

Graham Co., KS

The tenant of Meadow Lane Properties, LLC :

Glenn L. Lambert

2060 6 Road

Zurich, Kansas 67663

(785)- 737-2146

We are requesting that you please work closely with Glenn Lambert. We talked on the phone and guessed that this well could be drilled in a location where Glenn Lambert is planning to plant the milo crop soon. We are also concerned about the terraces on this farm.

We thank you in advance for working with the tenant!

Very truly yours, *Karen Mentgen*  
Karen Mentgen

John O. Farmer, Inc.  
370 W. Wichita Ave.  
P.O. Box 352  
Russell, KS 67665

Re: ~~SE/4 4-10-21~~  
~~Graham Co., KS~~

Dear Mr. Farmer,

I indicated in our telephone conversation today that I would follow up with a letter providing you with current information.

I signed an oil and gas lease with John O. Farmer, Inc. October 10<sup>th</sup>, 2001 as Trustee of the Doris Kern Revocable Living Trust dated September 19, 1991. The Doris Kern Trust has been the owner of certain real property located in Graham County, Kansas. That real property has now been transferred to Meadow Lane Properties, LLC, which is a Kansas limited liability company.

By way of explanation, this transaction took place at the suggestion of the family CPA. The property had originally been held in trust for the benefit of the original owner's two daughters. The CPA suggested that it be conveyed out of the trust. Therefore, the same two daughters who were beneficiaries of the trust formed a limited liability company, and the property was then transferred to this LLC. The daughters are the only two members of Meadow Lane Properties LLC. This property was transferred from one family entity to another. The two daughters who are members of the Meadow Lane Properties, LLC are Aldora June Henson and Karen Mentgen. Karen has agreed to be the managing agent of the LLC at 2222 E. Wildwood Cir. Dr. S., Springfield, MO 65804-5228.

The employer identification number, which is the tax identification number for Meadow Lane Properties, LLC, is: 69-0008782.

Would you please confirm to me in writing that this change has been made in the oil and gas lease I signed on October 10<sup>th</sup>, 2001. Thank you for your assistance in making this transfer.

Please give us a call if you are in the area visiting your relatives in Willard, MO. Our telephone number is (417) 883-3346.

Very truly yours, *Karen Mentgen*  
Karen Mentgen

Marge —

May 14, 02

Yes. Mark says  
the transfer has already  
been made by the family.  
I called Mrs. Mentgen  
and told her.

\* change has  
also been made  
in land, wdb.

Has  
Mark  
Arthur  
seen this  
letter?

Marge  
5-14-02

B

# OIL AND GAS LEASE

**COPY**  
KANSAS BLUE PRINT CO. INC.  
Box 9341 • P.O. Box 793 • Wichita KS 67201-0793

AGREEMENT, Made and entered into August 1, 2002

by and between:

Meadow Lane Properties, LLC, by Karen Mentgen, Managing Member

John O'Farmer Inc.

Party of the first part, hereinafter called lessor (whether one or more) and

Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of one and other valuable consideration DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take

care of said products, all that certain tract of land, "together with any reversionary rights therein," situated in the County of Graham

State of Kansas, described as follows, to-wit:

The Southeast Quarter of the Southeast Quarter of the Southeast Quarter  
(SE/4 SE/4 SE/4)

of Section 4 Township 10 Range 21 and containing 10 acres more or less.

It is agreed that this lease shall remain in full force for a term of one years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, or the premises are being developed or operated.

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 he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well, if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as royalty, an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term, paragraph hereof. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

~~If no well be commenced on said land on or before 10 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The Bank at or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders of rental may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the lessee when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. 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, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.~~

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells & ponds of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth, and terrace depth.

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

Lessee shall pay for damages caused by its operations ~~EXCEPTED~~ 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 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 the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is transferred, and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereunder of either party hereto are vested by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the lessee until after lessee has been furnished with the original or a certified copy thereof of any transfer by lessor or with a certified copy of the will of lessor together with a transcript of the probate thereof or, in the event lessor dies intestate and his estate is being administered, with a transcript of the administration proceedings or, in the event of the death of lessor and no administration being had on the estate, with an instrument satisfactory to lessee executed by lessor's heirs authorizing payment or deposit or tender for deposit to their credit as hereinbefore provided, at least thirty days before said rentals and royalties are payable or due, and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals. 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. If the leased premises are now or hereafter owned in severally or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. 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 hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

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 may reimburse itself from any rental or royalties accruing hereunder.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by Karen Mentgen, Managing Member of Meadow Lane  
Properties, LLC

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

My commission expires \_\_\_\_\_  
Notary Public

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

OIL AND GAS LEASE

FROM

TO \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_, 19\_\_\_\_  
Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_  
No. of Acres \_\_\_\_\_ Term \_\_\_\_\_  
County \_\_\_\_\_

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

This instrument was filed for record on the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded  
in Book \_\_\_\_\_ Page \_\_\_\_\_ of  
the records of this office.

By \_\_\_\_\_  
Register of Deeds.  
When recorded, return to \_\_\_\_\_  
\_\_\_\_\_

## RIDER

This Rider applies to this Oil and Gas Lease and to the Oil and Gas Lease dated October 10, 2001, and recorded in book 199, page 869-870 from Karen Mentgen, Trustee of the Doris Kern Revocable Living Trust dated September 19, 1991, to John O. Farmer, Inc.

1. John O'Farmer Inc. is required to notify lessors prior to selling the lease to some other company. Failure to develop or produce the lease for a six month period of time shall constitute abandonment of the lease and lessee shall have a total of one year from date of last production to properly plug the existing oil wells and disposal wells on the property, remove all equipment, and restore the surface to its original condition.

2. The Oil and Gas Lease or Leases shall not be sold to any of the following companies, their affiliates, or to companies owned primarily by: Beren Corporation, Berexco Inc., Beredco, Inc., Robert M. Beren, Adam E. Beren, and Beresco Properties Inc.

3. In the event production has not occurred for a six month period of time and the lease is considered abandoned, the surface of the property shall be restored as near as possible to the original condition prior to execution of any Oil and Gas Leases. After removal of all equipment, all ground shall be leveled and any area that was previously grassland shall be replanted in the same grass consistent with the surrounding area.

4. John O'Farmer Inc. shall not be required to pay for disposal of any water produced on the SE/4 of 4-10-21. John O'Farmer Inc. shall not have the right to bring any off-lease water on the SE/4 of 4-10-21 for any purpose. This includes for disposal purposes or for purposes of an injection well without the written consent of landowner.

5. John O'Farmer Inc. is required to monitor its disposal well and saltwater disposal lines on a daily basis and shall pressure check all equipment for leaks at regular intervals. Environmental protection of the land is of utmost importance to lessors and they expect the lessee to be equally as concerned with protection of the surface and sub-surface from saltwater contamination.

6. John O'Farmer shall reconstruct the earthen berm dam at the edge of the crop ground directly West of the producing oil well where prior water damage has occurred. All dykes and dams shall be of sufficient height to prevent the overflow of any saltwater or other oil field fluids. The present cattle guard crossing onto the property shall be promptly repaired. After all repairs are made, the ground shall be re-seeded as promptly as possible so its stand of grass can be established before winter to prevent further soil erosion on the property. Further any open pits which remain on the premises at this time shall be properly back filled and closed, and all surface areas shall be re-seeded to grass. John O'Farmer Inc. shall contact the present farm tenant, Glenn L. Lambert, regarding any surface damages which occurred as a result of drilling operations, and keep the farm tenant informed of all restoration work and expected completion date of the same.

7. John O'Farmer agrees to pay \$1,000.00 for location damages; \$700.00



8. Breach of any of the terms of this agreement shall constitute a breach of contract between Lessor and Lessee, giving Lessor the right to terminate both lease agreements.

9. 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 the lease on the remaining portion of the Southeast Quarter (SE/4) of Section 4, Township 10, Range 21, Graham County, Kansas, 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. 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 one 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.

63U (Rev. 1993)

## OIL AND GAS LEASE

Microfilmed ... 58  
 Direct ... 58  
 Indirect ... 58  
 Indexed ... 58  
 Numerical ... 58  
 Checked ...

199 869

Reorder No.  
09-115

KANSAS BLUE PRINT CO. INC.

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

AGREEMENT, Made and entered into the 10th day of October, 2001  
 by and between Karen Mentgen, Trustee of the Doris Kern Revocable Living Trust  
dated September 19, 1991

whose mailing address is 2222 E. Wildwood Circle, Springfield, MO 65804 hereinafter called Lessor (whether one or more),  
 and John O. Farmer, Inc.

hereinafter called Lessee:

Lessor, in consideration of One and other 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 County of Graham State of Kansas described as follows to-wit:

The Southeast Quarter (SE $\frac{1}{4}$ )

except the Southeast Quarter of the Southeast Quarter of said Southeast

Quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$ )

In Section 4 Township 10 South Range 21 West and containing 150 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of five (5) 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 ~~XXXXXX~~ 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 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.

RECEIVED

AUG 14 2002

KCC

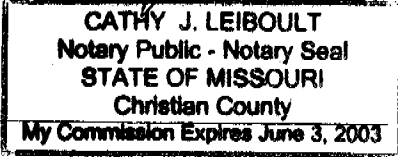
STATE OF Missouri

COUNTY OF Greene

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November, 2001, by Karen Mentgen, Trustee of the Doris Kern Revocable Living Trust dated September 19, 1991

My commission expires June 3, 2003



*Cathy J. Leiboult*  
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

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 Kansas

County Graham

This instrument was filed for record on the 20

day of November, 2001

at 10:33 o'clock AM., and duly recorded

in Book 199 Page 869-870 of \$8.00

the records of this office.

*Quanta Toll*  
By *Quanta Toll* Register of Deeds.

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