

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT

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

Form T-1  
March 2010  
Form must be Typed  
Form must be Signed  
All blanks must be Filled

Check Applicable Boxes:

- ☐ Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*  
☒ Gas Lease: No. of Gas Wells 1 \*\*  
☐ Gas Gathering System: \_\_\_\_\_  
☐ Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from ☐ N / ☐ S Line  
\_\_\_\_\_ feet from ☐ E / ☐ W Line  
☐ Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project: ☐ Yes ☐ No  
Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: Cherokee Basin Coal Gas Area

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: 11-16-02

KS Dept of Revenue Lease No.: 226102

Lease Name: Warner

\_\_\_\_\_ SW Sec. 36 Twp. 31S R. 15 ☒ E ☐ W

Legal Description of Lease: SW w/ exc

County: Montgomery

Production Zone(s): Penn Coals

Injection Zone(s): \_\_\_\_\_

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11602 Warner.pdf

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

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

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

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☒ Drilling

Past Operator's License No. 5078- Inactive License *Exp. 4/30/00*

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

Past Operator's Name & Address: Donnal Lee Oil Co Inc  
900 College Ave Independence KS 67301

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

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

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

Signature: Inactive License

Oil + Gas Lease Attached

New Operator's License No. 33074

Contact Person: Beth Oswald

New Operator's Name & Address: Dart Cherokee Basin Operating Co LLC  
P O Box 177 Mason MI 48854-0177

Phone: 517-244-8716

Oil / Gas Purchaser: OneOk

Date: 10-4-12

Title: David W Farmer, Sr Vice President of Engr & Ops of its Manager

Signature: David W Farmer

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit 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 pit permit.

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by  
Permit No.: \_\_\_\_\_. Recommended action: \_\_\_\_\_

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_

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

Authorized Signature

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

Authorized Signature

DISTRICT \_\_\_\_\_ EPR 10/11/12 PRODUCTION 10-12-12 UIC 10-12-12  
Mail to: Past Operator \_\_\_\_\_ New Operator \_\_\_\_\_ District \_\_\_\_\_

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

\* Location: SW w/ exc, Sec 36 T31S-R15E

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\* 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.

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

Form KSONA-1  
July 2010  
**Form Must Be Typed**  
**Form must be Signed**  
**All blanks must be Filled**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed: ☐ C-1 (Intent) ☐ CB-1 (Cathodic Protection Borehole Intent) ☒ T-1 (Transfer) ☐ CP-1 (Plugging Application)

OPERATOR: License # 33074  
Name: Dart Cherokee Basin Operating Co LLC  
Address 1: P O Box 177  
Address 2: \_\_\_\_\_  
City: Mason State: MI Zip: 48854 + 0177  
Contact Person: Beth Oswald  
Phone: ( 517 ) 244-8716 Fax: ( 517 ) 676-5887  
Email Address: boswald@dartoilandgas.com

Well Location:  
\_\_\_\_\_ SW Sec. 36 Twp. 31S S. R. 15 ☒ East ☐ West  
County: Montgomery  
Lease Name: Warner Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*  
SW w/ exc

**Surface Owner Information:**

Name: Ann Warner-Roach  
Address 1: 13610 Boca Raton Drv  
Address 2: \_\_\_\_\_  
City: Houston State: TX Zip: 77069 + 2421

*When filing a Form T-1 involving multiple surface owners, attach an additional 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 county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- ☒ I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- ☐ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: October 4, 2012 Signature of Operator or Agent: Beth Oswald Title: Engr Support Supvr

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OIL AND GAS LEASE  
PAID UP

202-0155

AGREEMENT: Made and entered into the 16<sup>th</sup> day of November, 2002, by and between **William E. Warner and Brenda J. Warner, husband and wife** of RR 4, Independence, KS 67301 hereinafter called Lessor (whether one or more), and **Dart Cherokee Basin Operating Company L.L.C.**, of 600 Dart Road, P. O. Box 177, Mason, Michigan 48854-0177, hereinafter called Lessee:

1. Witnesseth: That the said Lessor, for and in consideration of \$10.00 Dollars and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged and the covenants and agreements hereinafter contained on 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 the said Lessee exclusively, for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, coalbed methane gas, gob gas, occluded natural gas, and all natural gas originating, produced or emitted from coal formations or seams, and any related, associated, or adjacent rock material together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with treating, storing, caring for, transporting and removing oil and/or gas produced from said land or any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, drill, establish and utilize wells and facilities for disposition of water, brine or other fluids, and for enhanced production and recovery operations, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities, all that certain tract of land situated in the

Township of **Sycamore**, County of **Montgomery**, State of **Kansas** described as follows, to wit:

See attached Exhibit "B"

Of Sections **XX Township 31 South, Range 15 East**, and containing **170.00** acres, more or less and including all lands and interests therein, contiguous or appurtenant to said described land and owned or claimed by Lessor, whether or not specifically described above. If this land is riparian to, bounds, or embraces within its boundaries a stream, lake or other body of water, then all of Lessor's oil and/or gas rights and lands under said bodies of water, and all area now or hereafter added by accretion, are included and covered by this lease. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" shall specifically include coal bed methane gas and occluded gas from coal seams, helium, carbon dioxide, gaseous sulfur compounds, and other commercial gases, as well as normal hydrocarbon gases.

2. It is agreed that this lease shall remain in force for a primary term of two (2) years from this date, and as long thereafter as operations are conducted upon said land or upon a Unit which includes all or part of said land with no cessation for more than 90 consecutive days. Provided, in the event of production of oil and/or gas in paying quantities during said primary term or during any extension of this lease pursuant to other terms hereof, the provision for "no cessation for more than 90 consecutive days" set forth above shall be extended to "no cessation for more than 180 consecutive days." Whenever used in this lease the word "operations" shall refer to any of the following activities: preparing location for drilling, drilling, testing, completing, dewatering, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas. For the purpose of developing coal bed gas, the word "operations" shall mean, in addition to those matters covered in the preceding sentence, (1) operations of said wells to remove water or other substances from the coal bed, or to dispose of such water or other substances, even though such operations do not result in the production of hydrocarbons in paying quantities, (2) shutting-in or otherwise discontinuing production from said wells to allow for surface or underground mining affecting the drill site or well bore or (3) drilling a stratigraphic test hole(s) for the purposes of acquiring stratigraphic information, including but not limited to lithology, porosity, permeability, gas and water characteristics and similar information.

After recording return to:  
Dart Oil & Gas Corporation  
PO Box 177, 600 Dart Rd.  
Mason, MI 48854  
Attention: Cheryl Quinn, Land Dept.

7902 #320



STATE OF KANSAS MONTGOMERY COUNTY  
FILED FOR RECORD  
JEANNE EASTMAN, REGISTER OF DEEDS  
11:15:06 AM, 3/3/2003 Receipt No.: 1049  
LEASE \$6.00  
ADDITIONAL PAGES \$12.00  
TECHNOLOGY FUND \$14.00  
BOOK: 528 PAGE: 86

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3. Lessee covenants and agrees to pay the following royalties: (a) To deliver to the credit of Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-eighth (1/8th) of the oil produced and saved from said land, Lessor's interest to bear one-eighth of the cost of treating oil to render it marketable pipeline oil, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth of the net amount realized by Lessee, computed at the wellhead; (b) To pay Lessor on gas produced from said land (1) when sold by Lessee, one-eighth of the net amount realized by Lessee, computed at the wellhead, or (2) when used by Lessee for purposes other than those specified in Paragraph numbered 9 of this Lease, one-eighth of the net market value at the wellhead of the gas so used. As used in this Lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and the point of sale, and the term "net market value at the wellhead" shall mean the current market value (at the time of production) of the gas at a market point where gas produced in the general area is commonly purchased and sold, minus the post-production costs that would be incurred by Lessee between the wellhead and such market point in order to realize that market value. As used in this Lease, the term "post-production costs" shall mean all cost and expenses of (a) treating and processing oil and/or gas to separate and remove non-hydrocarbons including but not limited to water, carbon dioxide, hydrogen sulfide and nitrogen, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee for purposes other than those specified in Paragraph numbered 9 of this Lease, and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post-production costs shall include reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor shall execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder.

4. If any well, capable of producing oil and/or gas, or from a well in which dewatering operations have commenced, located on the leased lands, or on lands pooled or communitized with all or part of the leased lands, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. Lessee shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to reinject or re-cycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory. For each well shut-in on the leased land, or on lands pooled or communitized with all or part of the leased lands, Lessee shall be obligated to pay or tender to Lessor, or to Lessor's credit in the **DIRECT TO LESSOR AT THE ABOVE ADDRESS** Bank, at or its successors, as Lessor's agent, which shall continue as the depository regardless of changes in ownership of royalties, shut-in royalties, or other money, within 60 days after expiration of each period one year in length (annual period) during which such well is shut-in, as royalty, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from said well or wells is sold or used off the premises before the end of any such period, or, if at the end of any such annual period this lease is being maintained in force and effect other than by reason of such shut-in well, Lessee shall not be obligated to pay or tender said sum of money for that annual period for any shut-in well on the leased lands. Lessee is not to be in any way liable for insufficient supply caused by the use of pumping stations, breakage of lines, or otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells and removing the pipe therefrom. The Lessee shall have the right to utilize all hydrocarbons produced from the premises, free of cost, for power, on this and adjoining premises, including but not limited to any waste or casing head gas produced on the premises.

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5. This lease is a paid up lease for the primary term and shall require no rental payments.

6. If said Lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties, shut-in royalties and any extension payment pursuant to Paragraph 15 herein provided for shall be paid to the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

7. 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 line 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. The amount of such damage payment shall be based upon the fair market value of actual crops destroyed. 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.

8. For the purpose of oil and gas development and production under this lease, Lessor does hereby grant to Lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than one hundred sixty (160) acres, more or less, and/or a gas development unit of not more than six hundred forty (640) acres, more or less, but Lessee shall in no event be required to drill more than one well on said unit. Each unit may be created by Lessee's recording in the Register of Deeds office within the county or counties in which said unit is situated, an instrument identifying the unit so created. If such gas well or wells as contemplated by this clause shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all covenants, expressed or implied, in this lease and Lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the Lessor within the limitation of such development unit bears to the total number of acres included therein. At the option of Lessee, a diagonal well spacing pattern may be followed.

9. This lease is subject to laws and to rules, regulations and orders of any governmental agency having jurisdiction, from time to time in effect, pertaining to well spacing, pooling, unitization, uniform spacing plans, drilling or production units, or use of material and equipment.

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. Notwithstanding any other actual or constructive knowledge of Lessee, no change in the ownership of the land or assignment of royalties or other monies shall be binding on the Lessee until thirty (30) days after Lessee has been furnished with a written transfer or assignment or a true copy thereof that has been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interests. No change or division in the ownership of said land, royalties or other monies, or any part thereof, however accomplished, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, rights and obligations relating to the location and drilling of wells and the measurement of production. Upon assignment by Lessee, its successors or assigns, the assignor shall be released from, and the assignee shall assume, the responsibility to fulfill the conditions and to perform the covenants of this lease, express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by an owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner(s) of any other part.

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11. ~~Lessor expressly grants to Lessee the right to inject water, brine or other fluids produced from these leased premises or lands other than said leased premises for disposal. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water.~~

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

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13. Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the Lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

14. In the interest of conservation, the protection of reservoir pressures, or the recovery of the greatest ultimate yield of oil and gas, Lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining, repressuring and re-cycling facilities, and for such purposes may locate such facilities, including input wells, upon the leased premises.

15. At Lessee's option the primary term of this lease may be extended from **two (2)** years to **four (4)** years by paying or tendering to Lessor, on or before the expiration of said primary term, a bonus of \$30.00 per acre for the land then covered hereby, said bonus to be paid or tendered to Lessor by U.S. Mail at the above address.

16. If during the primary term of this Lease, or any extension thereof, Lessor receives a bona fide written offer to enter into a new Oil and Gas Lease from any third party and such offer is acceptable to Lessor, Lessee shall have the right to have the new lease executed in its favor, upon the same terms and conditions. Said right shall be exercised by Lessee within thirty (30) days from the date Lessee receives written notice from Lessor or said right shall terminate.

17. See "Exhibit A" attached hereto and made a part hereof.

IN TESTIMONY WHEREOF WE SIGN, This the 16 day of November, 2002

Witnesses:

\_\_\_\_\_

William E. Warner  
William E. Warner

\_\_\_\_\_

Brenda J. Warner  
Brenda J. Warner

STATE OF KANSAS )

SS.

ACKNOWLEDGMENT

COUNTY OF Montgomery )

On this 16 day of November, 2002, before me the undersigned a Notary Public in and for said county, in the State aforesaid personally appeared **William E. Warner and Brenda J. Warner**, husband and wife to me known as the same persons described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

William T. Cochran  
Notary Public

Montgomery County, Kansas  
My Commission Expires: 06/07/2006 .



Instrument Prepared by: Tom Cochran  
Return To:

**EXHIBIT "A"**

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This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated November 16, 2002 by and between William E. Warner and Brenda J. Warner *husband and wife*, Lessor and Dart Cherokee Basin Operating Company L.L. C.

18. It is hereby agreed by the parties hereto, that following Lessee's operations on said lands, Lessee shall be responsible for restoring the surface of the land that was disturbed by said operations, to as near its original condition as is reasonably possible.
19. Lessee shall pay for damages caused by its operations to growing crops on said land, including pasture and shall bury all pipelines and electrical lines at least 30" deep.
20. It is hereby agreed and understood that the location of any operations as defined herein on the leased premises shall be determined by the mutual consent of Lessor and Lessee herein; however, said consent shall not be unreasonably withheld by Lessor.
21. Upon termination of this lease, Lessee or assigns shall file a release of record covering the entire lease.
22. Lessee or assigns shall pay to Lessor the sum of \$500.00 for each well location.
23. In the event of production, it is agreed that Lessor shall receive a minimum royalty of \$11.25 per acre per year and payments are to be made to Lessor on at least a quarterly basis.
24. Lessor shall have the right to consent to the assignment of this lease; however said consent shall not be unreasonably withheld by Lessor.
25. No salt water from any other foreign leases shall be disposed on these premises without the separate written consent of Lessor.
26. If this lease terminates after production has been established, Lessee shall have a maximum of 90 days to remove equipment and casing.
27. In the event a well capable of producing natural gas or a facility for processing hydrocarbons produced from a well on a unit inclusive of the leased premises or from a unit contiguous to said unit, is located on the leased premises, then in that event Lessor, at Lessor's sole risk and expense and subject to the conditions and limitations hereafter set forth and further subject to Lessee's reasonable safety regulations as may be imposed from time to time, may use 200,000 cubic feet of gas per year from said well to heat and light Lessor's one (1) dwelling for residential use on the leased premises, to the extent such gas is surplus to gas needed by Lessee for its operations in developing, producing, treating and transporting the oil, gas and minerals authorized to be so developed and produced hereunder. If more than one Lessor of separate tracts of land is entitled to the use

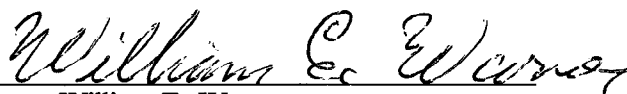


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such gas is being sold to third parties, beyond that required for such sale. If the gas to which Lessor would otherwise be entitled hereunder contains impurities or has a British thermal unit (Btu) content which does not meet normally acceptable standards for domestic use, Lessee may at its discretion refuse to provide the same to Lessor under the provisions of this paragraph unless Lessor demonstrates its ability to, and in fact does, bring said gas up to domestic use standards. In no event, in order to supply gas to Lessor, shall Lessee be required to substantially alter its operating methods, nor shall Lessee incur any obligation or liability to Lessor if the supply of gas to Lessor is interrupted for any reason related to Lessee's operations or lack thereof under the terms of this Lease. If Lessors utilization of natural gas under this paragraph requires Lessor to obtain an easement to transport gas from the interconnect with Lessee's facility to the leased premises, the responsibility for obtaining such easement shall be solely that of Lessor.

End of Exhibit

Signed for Identification

  
William E. Warner

  
Brenda J. Warner

## EXHIBIT "B"

ATTACHED to and made a part of that certain Oil and Gas Lease dated this 16 day of November, 2002 by **William E. Warner and Brenda J. Warner, husband and wife** Lessor **Dart Cherokee Basin Operating Company, L.L.C.**, Lessee

Said Gas Lease covers all those certain tracts of land described below:

All of the SW<sup>✓</sup>/4 except one certain pipeline right-of-way, also excepting Missouri Pacific Railroad right-of-way, also excepting that tract of land lying north and west of the Missouri Pacific right-of-way, also excepting a tract in the southwest corner approximately 5 acres described as commencing at the southwest corner of Section 36, thence north 660 feet, thence east 332 feet, thence south 660 feet, thence west 332 feet to the point of beginning, and excepting a 2 acre tract right of way to Montgomery County, Kansas, all in Section 36, Township 31, Range 15.

AND

Beginning at the North<sup>✓</sup>west corner of Section 4, Township 32 South, Range 15 East of the 6<sup>th</sup> P. M., thence East 710 feet, thence South 330 feet, thence West 67 feet, thence South 1,230 feet, thence West 643 feet, thence North 1,560 feet to point of beginning, containing approximately 23.5 acres.

SUBJECT TO: Easements, rights of ways, restrictions, reservations, mineral interests or mineral leases, and any building or zoning restrictions or regulations, and any discrepancies an accurate survey would reveal.

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William E. Warner  
William E. Warner

Brenda J. Warner  
Brenda J. Warner

"END OF EXHIBIT"