

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

**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.

see attachment

Check Applicable Boxes:

- ☒ Oil Lease: No. of Oil Wells 23 **
- ☐ Gas Lease: No. of Gas Wells _____ **
- ☐ 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: Paola-Rantoul**** Side Two Must Be Completed.**Effective Date of Transfer: 3/26/2014KS Dept of Revenue Lease No.: newLease Name: James Player (James Player and part of formerly William Player)_____ Sec. 13 Twp. 17 R. 21 ☒ E ☐ WLegal Description of Lease: Please see attachment**KCC WICHITA**County: Miami**MAR 28 2014**Production Zone(s): Squirrel**RECEIVED**

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)Type of Pit: ☐ Emergency ☐ Burn ☐ Settling☐ Haul-Off☐ WorkoverOR ☐ DrillingPast Operator's License No. 34899Contact Person: Ted DickinsonPast Operator's Name & Address: Fontus EOR, LLCPhone: 281-652-68581425 Smith Rd, Huffman, TX 77336Date: 3/26/2014

Title: _____

Signature: _____

New Operator's License No. 34899Contact Person: Ted DickinsonNew Operator's Name & Address: Fontus EOR, LLCPhone: 281-652-68581425 Smith Rd.Oil / Gas Purchaser: Kelly MacIskey Oil IncHuffman, TX 77336Date: 3/26/2014Title: Managing Member

Signature: _____

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: _____

Date: _____

Authorized Signature

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

Date: _____

Authorized Signature

DISTRICT _____ EPR 4/7/14 PRODUCTION 4.7.14 UIC 4-17-14
Mail to: Past Operator _____ New Operator _____ District _____

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

Must Be Filed For All Wells

KDOR Lease No.: new* Lease Name: James Player (James Player and part of formerly William Player)* Location: NE 13-17-21 Miami Co / * well no. = 18-17-22 Miami Co

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
A1	15-121-02150	2700 <u>Circle</u> FSL/FNL	140 <u>Circle</u> FEL/FWL	Oil	PROD <u>Sec 13</u>
6	15-121-23299	2900 <u>Circle</u> FSL/FNL	140 <u>Circle</u> FEL/FWL	Oil	PROD
5	15-121-23298	3150 <u>Circle</u> FSL/FNL	140 <u>Circle</u> FEL/FWL	Oil	PROD
4	15-121-23297	3440 <u>Circle</u> FSL/FNL	140 <u>Circle</u> FEL/FWL	Oil	PROD
B1	15-121-02151	2700 <u>Circle</u> FSL/FNL	365 <u>Circle</u> FEL/FWL	Oil	PROD
10	15-121-23303	2900 <u>Circle</u> FSL/FNL	365 <u>Circle</u> FEL/FWL	Oil	PROD
9	15-121-23302	3150 <u>Circle</u> FSL/FNL	365 <u>Circle</u> FEL/FWL	Oil	PROD
8	15-121-23301	3420 <u>Circle</u> FSL/FNL	365 <u>Circle</u> FEL/FWL	Oil	PROD
7	15-121-23300	3680 <u>Circle</u> FSL/FNL	365 <u>Circle</u> FEL/FWL	Oil	PROD
B6	15-121-02152	3975 <u>Circle</u> FSL/FNL	365 <u>Circle</u> FEL/FWL	Oil	PROD
C6	15-121-02153	3950 <u>Circle</u> FSL/FNL	605 <u>Circle</u> FEL/FWL	Oil	PROD
C5	15-121-02154	3680 <u>Circle</u> FSL/FNL	605 <u>Circle</u> FEL/FWL	Oil	PROD
C4	15-121-02155	3420 <u>Circle</u> FSL/FNL	605 <u>Circle</u> FEL/FWL	Oil	PROD
C3	15-121-23296	3100 <u>Circle</u> FSL/FNL	605 <u>Circle</u> FEL/FWL	Oil	PROD
D1	15-121-02156	3975 <u>Circle</u> FSL/FNL	870 <u>Circle</u> FEL/FWL	Oil	PROD
* 3	15-121-02141	1288 <u>Circle</u> FSL/FNL	5127 <u>Circle</u> FEL/FWL	Oil	PROD <u>Sec 18-17-22E</u>
* 4	15-121-22574	1571 <u>Circle</u> FSL/FNL	4656 <u>Circle</u> FEL/FWL	Oil	PROD
* 5	15-121-22575	1808 <u>Circle</u> FSL/FNL	4654 <u>Circle</u> FEL/FWL	Oil	PROD
* 8	15-121-02142	1263 <u>Circle</u> FSL/FNL	4874 <u>Circle</u> FEL/FWL	Oil	PROD
* 9	15-121-22576	1609 <u>Circle</u> FSL/FNL	4432 <u>Circle</u> FEL/FWL	Oil	PROD
* 10	15-121-22577	1891 <u>Circle</u> FSL/FNL	4425 <u>Circle</u> FEL/FWL	Oil	PROD
* 15	15-121-22582	1932 <u>Circle</u> FSL/FNL	4183 <u>Circle</u> FEL/FWL	Oil	PROD
* 20	15-121-22587	1919 <u>Circle</u> FSL/FNL	3931 <u>Circle</u> FEL/FWL	Oil	PROD
		FSL/FNL	FEL/FWL		

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.

* well no. = 18-17-22 Miami Co

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MAR 28 2014

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

Form KSONA-1
January 2014
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 # 34899
Name: Fontus EOR, LLC
Address 1: 1425 Smith Rd
Address 2: _____
City: Huffman State: TX Zip: 77336 + _____
Contact Person: Ted Dickinson
Phone: (281) 652-6858 Fax: (_____) _____
Email Address: dominic@fontuseor.com, ted@fontuseor.com

Well Location:
_____ Sec. 13 Twp. 17 S. R. 21 ☒ East ☐ West
County: Miami
Lease Name: James Player Well #: _____

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

Please see attachment

Surface Owner Information:

Name: James L. Player and Nancy L. Player, husband and wife
Address 1: 38633 W 303rd
Address 2: _____
City: Paola State: KS Zip: 66071 + _____

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 must provide the name and address of the surface owner by filling out the top section of this form and 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: 3/26/2014 Signature of Operator or Agent: [Signature] Title: Managing Member

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MAR 28 2014

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OIL AND GAS LEASE

EXHIBIT A

The Southeast Quarter (SE/4) of Section Thirteen (13), Township Seventeen (17) South, Range Twenty-one (21) East of the 6th Principal Meridian, Miami County, Kansas, EXCEPT THE FOLLOWING TRACTS: (1) beginning 22 rods West of the Southeast corner of Section 13, Township 17, Range 21, thence running North 10 rods, thence West 8 rods, thence South 10 rods, thence East to the place of beginning, containing 1/2 of an acre, more or less; (2) beginning at a point 22 rods West of the Southeast corner of Section 13, Township 17, Range 21, the same being the Southeast corner of a 1/2 acre tract conveyed to the Kansas Presbytery of the Cumberland Presbyterian Church, Bethel Congregation, thence North 10 rods, thence East 8 rods, thence South 10 rods thence West 8 rods to the place of beginning, containing 1/2 of an acre, more or less; (3) a tract of land 104 feet East and West by 419 feet North and South in the Southwest corner of the SE/4 of Section 13, Township 17, Range 21, containing 1 acre, more or less; (4) a tract of land beginning at the Southeast corner of Section 13, Township 17, Range 21, thence West 14 rods, thence North 10 rods, thence East 14 rods, thence South 10 rods to the place of beginning, containing 7/8 of an acre, more or less; (5) beginning at a point 165.00 feet North of the Southeast corner of the SE/4 of Section 13, Township 17, Range 21, said point being on the East line of said SE/4; thence West 247.50 feet, thence North 1235.00 feet, thence East 247.50 feet to a point on the East line of said SE/4, thence South 1235.00 feet and along the East line of said SE/4 to the point of beginning, containing 7.02 acres, more or less; containing 150.105 acres, more or less; and

The Northeast Quarter (NE/4) of Section Thirteen (13), Township Seventeen (17) South, Range Twenty-one (21) East, Miami County, Kansas, excepting the following land: Beginning at the Northeast corner of said section; thence South 825 feet; thence West 200 feet; thence North 825 feet; thence East 200 feet to the point of beginning as set forth in the Indenture filed for record in Miami County, Kansas on the 23' day of August, 1989, and duly recorded in Book 339 of Deeds, at Page 309; containing 150.53 acres, more or less; and

South Half of the North Half of the Southwest Quarter (S/2 N/2 SW/4) of Section Eighteen (18), Township Seventeen (17) South, Range Twenty-two (22) East of the 6th P.M., containing 32.78 acres, more or less; and

The North Half of the South Half of the Southwest Quarter (N/2 S/2 SW/4) of Section Eighteen (18), Township Seventeen (17) South, Range Twenty-two (22) East of the 6th P.M., containing 32.78 acres, more or less; and

South Half of the South Half of the Southwest Quarter (S/2 S/2 SW/4) of Section Eighteen (18), Township Seventeen (17) South, Range Twenty-two (22) East of the 6th P.M., containing 32.78 acres, more or less.

containing in all 398.975 acres, more or less.

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Oil & Gas Lease EXHIBIT A



* 2 0 1 4 - 0 1 1 8 2 6 *

2014-01182

KATIE FORCK

MIAMI COUNTY REGISTER OF DEEDS

DATE RECORDED: 03/26/2014 08:35:02AM

TOTAL FEES: 28.00

MTG AMOUNT: 0.00

PAGES: 6

RECEIPT: 47458

OIL AND GAS LEASEAGREEMENT, made MARCH 21, 2014 byJames L. Player and Nancy L. Player, husband and wife
38633 W. 303rd
Paola, KS 66071

hereinafter called Lessor, and

Fontus Technologies, LLC
1425 Smith Road
Huffman, TX 77336✓ ANDERSON & BYRD LLP
PO BOX 17
216 S HICKORY
OTTAWA KS 66067

2014-01182

hereinafter called Lessee:

1. **Grant.** Lessor, for the sum of ten Dollars (\$10.00) and other consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant, lease and let unto Lessee, exclusively, the land hereinafter described, for the purpose of conducting geological, geophysical, seismic and other exploratory work; drilling, dewatering gas formations, mining and operating for and producing, saving, storing and marketing oil, gas (including helium, coalbed methane and other gaseous substances), casinghead gas, casinghead gasoline and natural gas liquids, gaseous hydrocarbons produced in association with any of the foregoing, and all other hydrocarbons and their respective products; and constructing roads, laying pipe lines, electric lines and other utilities, building tanks and erecting other structures and equipment thereon necessary or convenient to produce, save, treat, manage and market said substances and products; said land, including any reversionary or after-acquired rights therein, being described as follows:

DESCRIBED IN EXHIBIT A ATTACHED HERETO

containing 398.975 acres more or less.

2. **Term.** This Lease is for a primary term of one (1) year from the date stated above and as long thereafter as oil or gas or any of the products covered by this Lease is produced or operations are conducted as hereinafter provided or this Lease is otherwise held in accordance with provisions set forth herein.

3. **Paid-Up Lease.** This is a paid-up lease. Lessee shall not be obligated, except as expressly provided herein, to commence or continue any operations during the primary term, or to make any rental payments during the primary term.

4. **Royalty.** Lessee agrees to pay Lessor a royalty on production covered by this Lease as follows:

- a. **Oil.** Lessee shall deliver to the credit of Lessor as royalty, free of the costs of production and storage on the Leased premises, into the pipe line or storage tanks to which Lessee may connect its wells, one-eighth (1/8) of the oil produced and sold from the Leased premises.
- b. **Gas.** Lessee shall pay to Lessor as royalty on gas produced and sold from the Leased premises one-eighth (1/8) of the proceeds paid by the purchaser at the point of sale or delivery, less its proportionate cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the proceeds realized by Lessee.
- c. **Casinghead Gas.** Lessee shall pay to Lessor as royalty one-eighth (1/8) of the proceeds received by the Lessee from the sale of casinghead gas produced from any oil well and one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas produced from any oil well and used by Lessee off the Leased premises for any purpose or used on the Leased premises by Lessee for purposes other than development and operations thereon.
- d. **Other Substances.** Lessee shall pay to Lessor one-eighth (1/8) of the proceeds from the sale of all other products covered by this Lease not otherwise referred to herein.

5. **Completion.** Notwithstanding any other provision of this Lease, it is expressly agreed that if Lessee shall commence drilling a well or commence reworking, recompletion or other operations on an existing well to restore production at any time while this Lease is in force, this Lease shall not expire and shall remain in force so long as such operations are diligently prosecuted and, if production results therefrom, then as long as production continues in paying quantities.

6. **Dry Hole.** If, at any time prior to the discovery of oil or gas or other covered substances on the Leased premises and during the term of this Lease, the Lessee drills a dry hole on the Leased premises, this Lease shall not terminate, provided operations to drill another well or to rework, recomplete or restore production from an existing well, if any, are commenced or resumed prior to the expiration of the primary term or, if after the primary term, operations are resumed and continuously prosecuted as provided in this Lease.

KCC WICHITAOil & Gas Lease Page 1 of 6 **MAR 28 2014****RECEIVED**

7. **Continuous Operations.** Notwithstanding any other provision of this Lease, it is expressly agreed that if Lessee commences operations to drill a well, or to rework, recompleat or restore production in an existing well, if any, at any time while this Lease is in force, this Lease shall not expire and shall remain in force so long as such operations are continuously prosecuted and, if production results therefrom, then as long as such production continues in paying quantities. Such operations shall be deemed continuously prosecuted if no more than 180 days elapse between the date operations on a well are abandoned and operations on another well are commenced.

8. **Operations.** Lessee shall bury pipe lines below plow depth. No well shall be drilled nearer than 200 feet from the house or barn on the premises as of the date of this Lease without Lessor's written consent. Lessee shall reasonably notify Lessor prior to commencement of drilling operations and shall notify its contractors and employees to consult with Lessor in respect to points of access to the Leased premises. Lessor shall be consulted regarding location of new roadways on the premises, which shall be sufficient for normal operations of Lessee and provide Lessee with suitable and convenient ingress and egress to and from well locations, tanks and facilities, and access to public roadways. Overhead power lines shall be buried below plow depth. Any fences or other structures of Lessor that are damaged as a result of Lessee's operations shall be restored to prior condition at Lessee's expense. Lessee shall pay Lessor for damage caused by its operations to growing crops on the Leased premises. Upon completion or abandonment of a well, Lessee shall restore the premises, including but not limited to the drillsite area and access thereto, and fill and grade pits, as nearly as possible to the prior surface condition and contour, at Lessee's expense. If a well drilled by Lessee is permanently abandoned as a dry hole, it shall be plugged in accordance with applicable law and regulations. Lessee shall have the right to use, free of cost or royalty, gas, oil and water found on the Leased premises for its operations thereon, except fresh water from Lessor's water wells and ponds. The following additional provisions shall apply to Lessee's operations:

- a. Lessee agrees to comply fully during the entire term of this lease with all applicable regulations of the State of Kansas and the United States of America in the exploration, development, operation and development of this Lease. Lessee shall employ competent and experienced oil and gas operators, contractors and employees who shall perform consistently with the reasonable and prudent operator standard applicable to Eastern Kansas operators including those standards which are implied as well as expressly set out in the Lease. From time to time at least quarterly Lessor should be notified in writing of the names of the operator and pumper(s). Lessor reserves the right at any time to discuss personnel matters with Lessee.
- b. All operations shall be conducted to avoid oil spills. Proper containment measures such as dams, berms and other structures shall be utilized to prevent spills and pollution. No hydrocarbons, brine or other contaminants shall be permitted to escape beyond limited areas where oil is produced, transmitted in collection lines and separated and saved in a tank battery. All oil spills shall be reported to proper regulatory authorities as soon as discovered by Lessee.
- c. The location of the tank battery shall be determined mutually by Lessor and Lessee after the first well capable of producing oil in paying quantities is drilled and completed. In all respects due concern should be made for the costs of installation and the ease of a transport vehicle to access the tank(s) in order to reasonably and prudently market the oil produced.
- d. Lessee shall maintain proper insurance to protect Lessor from any and all of Lessee's operations. Said policy of insurance should cover liability to protect Lessor and others. Policy coverage should be not less than one million dollars. Lessor shall provide to Lessee prior to entry upon the leased premises a certificate of insurance certified by an insurer authorized to issue such policies in the state of Kansas. Such insurance shall remain in force until the lease ends and remedial work is completed.
- e. Lessor intends to pasture livestock on the leased premises, therefore, gates must be kept closed and secured except at the time of entry and exit from the leased premises. A double padlock is recommended so that Lessor provides one lock and Lessee provides one lock. Neither party shall share their key with the other. Thus, when entry is made by Lessee the key for Lessee's lock will be used and when the Lessor makes entry Lessor will use Lessor's key. Failure to lock can then be determined independently. No fences should be cut unless Lessor is first notified and gives approval. Lessor reserves the right to rent the pasture and to authorize the tenant to exercise Lessor's rights regarding entry and exit to and from the premises.
- f. All oil wells shall be fenced using cattle panels or other means sufficient to turn livestock at the expense of the Lessee, and same shall be kept in place except for the reasonable and necessary maintenance of the well(s). In the event of livestock death, Lessee shall be liable if such is the result of ingestion of oil or is a result of the presence of hydrogen sulfide (H₂S) or other toxic gas emitting from a well.
- g. Upon expiration or termination of the Lease, Lessee shall remove all equipment and structures placed on the premises by Lessee, plug all wells, and restore the land as nearly as practicable to the condition existing on the date of this lease, all in compliance with applicable Kansas laws and regulations of the Kansas Corporation Commission.

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Oil & Gas Lease Page 2 of 14 **MAR 28 2014**

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h. Lessee covenants not to construct permanent access roads by depositing rock or chemicals upon Lease access roads unless authorized by Lessor.

9. **Entirety and Pooling.** If the Leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises shall nevertheless be developed and operated as one Lease, and royalties shall be divided among and paid to the separate owners in the proportion that the acreage owned by each owner bears to the entire Leased acreage. 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 now or hereafter be divided by sale, devise, descent, or otherwise, or to furnish separate measuring or receiving tanks or devices. Lessee may not pool and combine the land covered by this Lease, or any portion thereof, with other land adjacent to or adjoining the Leased premises.

10. **Surrender and Removal.** Lessee may at any time surrender or cancel this Lease in whole or in part by delivering or mailing such release to the Lessor, or by placing the release of record. If this Lease is surrendered or canceled as to only a portion of the acreage covered, then payments and liabilities thereafter accruing under the terms of this Lease as to the portion canceled shall cease and terminate; but, as to the portion of the acreage not released, the terms of this Lease shall continue and remain in full force and effect. Lessee shall have the right at any time during the term of this Lease, or within a reasonable time after the expiration of this Lease, to remove all machinery, fixtures, buildings, and other structures placed on the Leased premises, including the right to draw and remove casing. If the Lease is abandoned, Lessee shall remove its equipment and restore the premises as nearly as possible to its original surface condition and contour within six months after expiration or termination of the Lease; provided, that such period shall be extended for such periods of time as the premises may be impassable or subject to risk of unreasonable damage or expense by reason of weather or other conditions beyond Lessee's control.

11. **Assignment.** If the estate of either party is assigned, the covenants hereof shall extend to the heirs, devisees, executors, trustees, administrators, successors, and assigns, but no change of ownership in the land or in the royalties or in any sum due under this Lease shall be binding on Lessee until it has been furnished with proper and satisfactory documentation thereof; and any advance payments made hereunder before receipt of such documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, trustee, or heir of Lessor. In the event this Lease is assigned as to a part or parts of the Leased premises and the holder or owner of any such part or parts shall default in the performance of any condition or covenant of this Lease, express or implied, such default shall not operate to defeat or affect this Lease except insofar as it covers that part of said land held or owned by the defaulting owner or holder.

12. **Force Majeure.** All provisions hereof, expressed and implied, shall be subject to all federal and state laws, and the orders, rules, or regulations of governmental agencies administering the same, and this Lease shall not be terminated wholly or partially, nor shall the Lessee be liable in damages, for failure to comply with any of the expressed or implied provisions hereof if such failure occurred because of compliance with or enforcement of any such laws, orders, rules or regulations. Lessee shall not be liable in damages, forfeiture or termination on account of breach of covenant, expressed or implied, or failure of any condition necessary to keep the Lease in force, which results from force majeure; and the obligations of Lessee shall be suspended if and while operations are delayed or interrupted by force majeure. Force majeure includes Act of God, storm, flood, strike, scarcity of labor or material, lockout, blowout, breach of contract by drillers, subcontractors or suppliers, surface or subsurface conditions which impede normal operations or which would result in damages or waste, or other bona fide cause beyond the reasonable control of Lessee. Lessee shall have a reasonable time after the removal or cessation of force majeure within which to commence or resume performance under the Lease. If force majeure occurs during the primary term, the time such force majeure exists shall be added to the primary term.

13. **Right to Cure.** If Lessor considers any act or omission of Lessee to constitute a breach or default of a provision or covenant of this Lease, expressed or implied, then prior to bringing any action in court Lessor shall notify Lessee thereof in writing specifying the particulars of such breach or default. After receipt of such notice Lessee, if in breach or default, shall cure the same within the time required of a reasonable and prudent operator consistent with good leasehold practices prevailing in the area. If Lessee fails to cure such breach or default after notice as provided herein, then Lessor shall be entitled to damages, specific performance, forfeiture or cancellation as provided by law.

14. **Warranty and Subrogation.** Lessor warrants and covenants with Lessee that at the delivery hereof Lessor owns good and marketable title to the land covered hereby, free and clear of liens, encumbrances and adverse claims. Lessee at its option may pay or discharge in whole or in part any delinquent taxes, mortgages, or other liens existing, levied, or assessed on or against the Leased premises, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself from any royalty or other sums accruing to Lessor hereunder. Lessee shall have the right to acquire for its own benefit deeds, leases, or assignments covering any interest or claim in the Leased premises which Lessee or any other interested party contends is outstanding and not covered hereby and even though such outstanding interest or claim adverse to Lessor is ultimately determined to be invalid. In the event that the Lessee's title hereunder is clouded by a title defect or a claim adverse to the rights and interests granted to Lessee herein, then the time such title defect or claim exists shall be added to the primary term and, in any event, Lessee shall have a reasonable time after such defect or adverse claim is cured or removed within which to commence or resume performance under this Lease.

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Oil & Gas Lease Page 3 of 4
MAR 28 2014

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15. **Parties.** The term "Lessor" herein refers to and includes all parties who sign this Lease as Lessor, regardless of the identification of one or more, or less than all, of such parties in the heading of this Lease.

16. **Duplicate Originals.** Duplicate originals of this Lease may be signed and acknowledged separately by different parties and the separately executed Leases shall constitute one Lease to the same effect as if the parties had executed the same instrument. If less than all parties whose names are shown herein have executed the Lease or a duplicate original thereof, the Lease shall nevertheless be valid and effective insofar as the interests owned by the parties who have signed the Lease or a duplicate original thereof; and each separately executed duplicate Lease may be duly recorded in the office of the register of deeds in the aforesaid county or counties.

This Lease is made effective the date first shown above, notwithstanding the actual date of execution, delivery, acknowledgment or recording.

Lessor:

Lessee:

Fontus Technologies, LLC

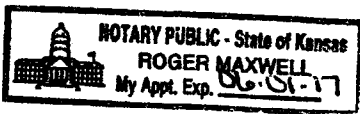
James L. Player
James L. Player

by: Theodore E. Dickinson, Manager

Nancy L. Player
Nancy L. Player

STATE OF KANSAS, COUNTY OF Franklin, ss:

This instrument was acknowledged before me on March 21st 2014 by James L. Player and Nancy L. Player, husband and wife.



[Signature]
Notary Public
App't. Expires:

STATE OF _____, COUNTY OF _____, ss:

This instrument was acknowledged before me on _____ by Theodore E. Dickinson, Manager of Fontus Technologies, LLC, a Texas limited liability company, on behalf of the company.

Notary Public
App't. Expires:

KCC WICHITA

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15. **Parties.** The term "Lessor" herein refers to and includes all parties who sign this Lease as Lessor, regardless of the identification of one or more, or less than all, of such parties in the heading of this Lease.

16. **Duplicate Originals.** Duplicate originals of this Lease may be signed and acknowledged separately by different parties and the separately executed Leases shall constitute one Lease to the same effect as if the parties had executed the same instrument. If less than all parties whose names are shown herein have executed the Lease or a duplicate original thereof, the Lease shall nevertheless be valid and effective insofar as the interests owned by the parties who have signed the Lease or a duplicate original thereof; and each separately executed duplicate Lease may be duly recorded in the office of the register of deeds in the aforesaid county or counties.

This Lease is made effective the date first shown above, notwithstanding the actual date of execution, delivery, acknowledgment or recording.

Lessor:

James L. Player

Nancy L. Player

STATE OF KANSAS, COUNTY OF _____, ss:

This instrument was acknowledged before me on _____ by James L. Player and Nancy L. Player, husband and wife.

Lessee:

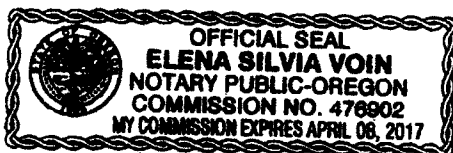
Fontus Technologies, LLC

by: Theodore E. Dickinson, Manager

Notary Public
App't. Expires:

STATE OF Oregon, COUNTY OF Jackson, ss:

This instrument was acknowledged before me on MARCH 21, 2014 by Theodore E. Dickinson, Manager of Fontus Technologies, LLC, a Texas limited liability company, on behalf of the company.



Notary Public
App't. Expires: 04.08.2017

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