

**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.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- 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.: E-32004
- Entire Project:  Yes  No
- Number of Injection Wells 1 \_\_\_\_\_ \*\*

Field Name: Mound Valley ✓

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

Effective Date of Transfer: ~~05-13-2015~~ 11-13-2015 JDL

KS Dept of Revenue Lease No.: ~~205922~~ 1352103/129445  
Lease Name: Mark Myers  
per kcc 4-1-16

Sec. 28 Twp. 32 R. 18  E  W

Legal Description of Lease: SW Sec 28 Twp32 R18E

**\* SEE ATTACHED**

County: Labette ✓

Production Zone(s): Bartlesville

Injection Zone(s): Bartlesville ✓

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WICHITA, KS

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 OR  Drilling

Past Operator's License No. 9313/

Contact Person: James D Lorenz

Past Operator's Name & Address: James D. Lorenz  
603 Willowbrook Road Parsons, KS 67357-3452

Phone: 620-423-9360

Date: 11-13-2015  
Signature: [Signature]  
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New Operator's License No. 35051

Contact Person: Donald E. Sotta

New Operator's Name & Address: Donald E. Sotta  
12577 NW Weir Road  
McCune, KS 66753

Phone: 620-632-4167

Oil / Gas Purchaser: Coffeyville Resources Refining & Marketing, LLC

Date: 11/13/15

Signature: [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.

Sotta, Donald E is acknowledged as  
the new operator and may continue to inject fluids as authorized by  
Permit No.: E-32004 . Recommended action: None

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

Date: 4-1-16 [Signature]  
Authorized Signature

Date: \_\_\_\_\_  
Authorized Signature

DISTRICT	EPR <u>3-31-16</u>	PRODUCTION	<u>4-1-16</u>	UIC	<u>4-1-16</u>
Mail to: Past Operator	<u>4-1-16</u>	New Operator	<u>4-1-16</u>	District	<u>3</u> <u>4-1-16</u>

Must Be Filed For All Wells

KDOR Lease No.: 12 9445

\* Lease Name: Mechling MARK MYERS

SW/4  
\* Location: 28-32-18 E Labette Co. KS

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)
* Mark Myers 2	15-099-2247-747	1650 FSL Circle 850 FSL/FNL	3960 FEL Circle 5445 FEL/FWL	Oil Prod. Sec 2332-18E
Mark Myers 1	15-099-22739 ✓	2310 (FSL/FNL)	4950 (FEL/FWL)	Oil Prod.
Mark Myers 5	15-009-22780 ✓	1450 (FSL/FNL)	3300 (FEL/FWL)	Oil Prod.
Mark Myes 4	15099-24672-00-00 ✓	2475 (FSL/FNL)	4620 (FEL/FWL)	Oil Prod.
Mark Myers 5	15-099-24673-00-001 ✓	2262 4980 (FSL/FNL)	4376 GPS 5445 (FEL/FWL)	INJ ftgs. Dist. 3 Injecting
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
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		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	

\* Mark Meyers 2 - sending in transfer for well in sec 23-32-18E. All corrections D.E. Sotta 3-10-16.

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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.

*Mark Myers Lease:*

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, (whether one or more) as Lessor, hereby agrees with Lessee that said Lease shall be, and the same is hereby reformed and amended so that the land covered and to be covered thereby is described as follows:

Commencing at the Northeast corner of the Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Thirty-two (32), Range Eighteen (18), thence South along the East line of said quarter section Eighty-nine (89) rods to the center of public road, as used, thence Westerly along the center of public road, as now used to the West line of the East Half (E/2) of said quarter section, thence North along the West line of the East One-half (E/2) of said quarter section Eighty (80) rods to the North line of said quarter section, thence East to the place of beginning, Labette County, Kansas;

It being the intent and purpose of the Lessor to include in such Lease all of the lands owned by the said Lessor within or which adjoin the lands described in this paragraph.

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OIL & GAS CONSERVATION DIVISION

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

**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

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

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

OPERATOR: License # 9313  
Name: James D. Lorenz  
Address 1: 603 Willowbrook Road  
Address 2: \_\_\_\_\_  
City: Parsons State: KS Zip: 67357 + \_\_\_\_\_  
Contact Person: James D. Lorenz  
Phone: (620) 423-9360 Fax: (\_\_\_\_) \_\_\_\_\_  
Email Address: lnswellservice@gmail.com

Well Location: \_\_\_\_\_  
SW/4 Sec. 28 Twp. 32 S. R. 18  East  West  
County: Labette  
Lease Name: Mark Myers Well #: \_\_\_\_\_

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

32 Commencing at the Northeast corner of the Southeast Quarter (SE/4) of section Twenty Eight, Township Thirty ~~Two~~ Range Eighteen(18), thence south along the East line of said quarter section, Eight-nine(89) rods to the center of the public road, as used, thence Westerly along the center of public road, as now used to the West line of the East Half(E/2) of said quarter section Eighty (80) rods to the North line of said quarter section, thence East to the place of beginning, Labette County Kansas.

**Surface Owner Information:**

Name: Mark & Rita Myers-JT  
Address 1: 15018 Elk Road  
Address 2: \_\_\_\_\_  
City: Mound Valley State: KS Zip: 67354 + \_\_\_\_\_

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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.

who  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: 11-13-2015 Signature of Operator or Agent: [Signature] Title: Operator OWNER

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AGREEMENT, Made and entered into

JUNE 30

MARK MYERS AND RITA MYERS (HUSBAND AND WIFE)

2012 Received  
KANSAS CORPORATION COMMISSION

FEB 19 2016

CONSERVATION DIVISION  
WICHITA, KS

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

LOBOTTA Oil, L.L.C.

Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ONE DOWAR AND O.V.C. DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the 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 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, waters, other fluids, and air into subsurface strata; laying pipe lines, storing oil, building tanks, power stations, roadways, and other structures and things thereon to produce, save, take care of, treat, process, store, transport and market said oil, liquid hydrocarbons, gases, and their respective constituent products, the following described land together with any reversionary rights and after-acquired interests therein, situated in the County of LABETTE State of KANSAS

described as follows, to-wit:

of Section 28 Township 32 Range 18 E and containing \_\_\_\_\_ 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~~ <sup>three thirty seconds (3/32nds)</sup> 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 <sup>1/8</sup> of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty <sup>1/8</sup> of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty <sup>1/8</sup> 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 \_\_\_\_\_, 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 date 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 of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow 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 to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

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 severalty 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.

DRILL TWO WELLS WITHIN 60 days WITH \$500./well location to be paid prior to drilling. All producer wells to be hooked up to tank battery within 90 days of tank battery being delivered to lease.

Whereof witness our hands as of the day and year first above written.

x Mark Myers  
MARK MYERS  
x Rita Myers  
RITA MYERS

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

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WICHITA, KS

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

**OIL AND GAS LEASE**

FROM \_\_\_\_\_

TO \_\_\_\_\_

Date \_\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_

County \_\_\_\_\_

STATE OF Kansas

County Labette

County COMPARED WITH RECORD 048730

This instrument was filed for record on the 25 day of July, 2012, at 4:18 o'clock P. M., and duly recorded in Book 51 Page 151 of 102 the records of this office.

By Donna Stackelover Register of Deeds.

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

See 17.00

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of the corporation.  
My commission expires \_\_\_\_\_

Notary Public

ORIGINAL COMPARED WITH RECORD

050544

STATE OF KANSAS, LABETTE COUNTY  
THIS INSTRUMENT WAS FILED FOR RECORD  
AND DULY RECORDED IN BOOK

53 OF 01 AT PAGE 15

# RATIFICATION

MAR 01 2013 11:30

*Donna Stickland*  
REGISTER OF DEEDS

FEES 19.00

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Mark Myers and Rita Myers, husband and wife, as Lessor, under date of June 30, 2012, executed and delivered to Lorotta Oil, LLC, as Lessee, an oil and gas lease recorded in Book 51, Oil & Gas, Page 151, Records of Labette County, State of Kansas, covering certain land situated in the said County and State, said land being more particularly described in said lease, reference to said lease and to the record thereof being here made for all purposes;

AND WHEREAS, said lease and all rights and privileges thereunder are now owned by Lorotta Oil, LLC, insofar as said lease covers the following described lands in said County and State, to-wit:

Commencing at the Northeast corner of the Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Thirty-two (32), Range Eighteen (18), thence South along the East line of said quarter section, Eighty-nine (89) rods to the center of public road, as used, thence Westerly along the center of public road, as now used to the West line of the East Half (E/2) of said quarter section, thence North along the West line of the East One-half (E/2) of said quarter section Eighty (80) rods to the North line of said quarter section, thence East to the place of beginning, Labette County, Kansas;

AND WHEREAS, the undersigned Mark Myers and Rita Myers, husband and wife, desires to adopt, ratify and confirm said lease insofar as it covers all of the right, title and interest of the undersigned in and to the above-described land;

AND WHEREAS, the undersigned desire to confirm that the landowner's royalty is to be 5/32<sup>nds</sup> and that both the production requirements and the drilling requirements contained in the said lease have been satisfied;

NOW, THEREFORE, for good and valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby adopts, ratifies and confirms said lease and hereby grants, leases and lets unto Lessee the above-

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ORIGINAL COMPARED WITH RECORD

050545

STATE OF KANSAS, LABETTE COUNTY  
THIS INSTRUMENT WAS FILED FOR RECORD  
AND DULY RECORDED IN BOOK

52 OF 22 AT PAGE 16

MAR 01 2013 11:00

*Dennis Strickland*  
REGISTER OF DEEDS

CHANGE OF LEASE DESCRIPTION

FEES 12.00

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Lorotta Oil, LLC, hereinafter referred to as "Lessee", is the present owner of all rights, title, and interest under that certain Oil and Gas Lease dated June 30, 2012, executed by Mark Myers and Rita Myers, husband and wife, as Lessor, and recorded in Book 51, Oil & Gas, at Page 151, Register of Deeds Records of Labette County, State of Kansas, covering certain land situated in the said County and State, as more particularly described in said Lease, reference to said Lease and to the record thereof being here made for all purposes;

AND WHEREAS, it is the desire of both Lessor and Lessee to reform said Lease so as to amend the description of the land intended to be included in said Lease;

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, (whether one or more) as Lessor, hereby agrees with Lessee that said Lease shall be, and the same is hereby reformed and amended so that the land covered and to be covered thereby is described as follows:

Commencing at the Northeast corner of the Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Thirty-two (32), Range Eighteen (18), thence South along the East line of said quarter section, Eighty-nine (89) rods to the center of public road, as used, thence Westerly along the center of public road, as now used to the West line of the East Half (E/2) of said quarter section, thence North along the West line of the East One-half (E/2) of said quarter section Eighty (80) rods to the North line of said quarter section, thence East to the place of beginning, Labette County, Kansas;

It being the intent and purpose of the Lessor to include in such Lease all of the lands owned by the said Lessor within or which adjoin the lands described in this paragraph.

Lessor hereby in all things adopts, ratifies and confirms said Lease as the same is hereby amended, and hereby grants, leases, and lets all of the acreage above-described and referred to unto Lessee subject to and under the terms and provisions of said Lease; and such Lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date hereof.

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