

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

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.

Check Applicable Boxes:

- ☐ Oil Lease: No. of Oil Wells _____ **
- ☒ Gas Lease: No. of Gas Wells 2 **
- ☐ 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: Coffeyville - Cherryvale

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

Effective Date of Transfer: 2/16/2016

KS Dept of Revenue Lease No.: ~~213934~~

Lease Name: Eldon Myer

_____ Sec. 1 Twp. 33S R. 17 ☒ E ☐ W

Legal Description of Lease: See Legal Attached

County: Labette

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____ feet from ☐ N / ☐ S Line of Section
(API No. if Drill Pit, WO or Haul)

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

Past Operator's License No. 5379 exp 6/30/06 Contact Person: Charlotte Kephart

Past Operator's Name & Address: Kephart Drilling Inc. Phone: 620-820-3704

RR#1 Box 68A Thayer, KS 66776 Date: 2/16/2016

Title: Agent Signature: Charlotte D Kephart

New Operator's License No. 5150 ✓ Contact Person: David Bleakley

New Operator's Name & Address: Colt Energy Inc. Phone: 913-236-0016 **KCC WICHITA**

P.O. Box 388 Oil / Gas Purchaser: MAY 16 2016

Iola, Kansas 66749 Date: May 12, 2016 **RECEIVED**

Title: Executive Vice President Signature: David Bleakley

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 6/14/16 PRODUCTION 6-15-16 UIC 6-15-16
Mail to: Past Operator _____ New Operator _____ District _____

* Location: S1, T17E, R33S - Labette County, Kansas

* 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

Form KSONA-1

July 2014

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**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 # 5150
Name: Colt Energy, Inc.
Address 1: P.O. Box 388
Address 2: 1112 Rhode Island Rd.
City: Iola State: KS. Zip: 66749 +
Contact Person: David Bleakley
Phone: (913) 236-0016 Fax: (913) 262-0058
Email Address: dbleakley@msn.com

Well Location:
_____-_____-_____- Sec. 1 Twp. 33 S. R. 17 ☒ East ☐ West
County: Labette
Lease Name: Bobby & Karen Myers (f/k/a Eldon Myers) Well #: 3 & 3

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

See attached legal description of lease.

Surface Owner Information:

Name: Bobby Myers
Address 1: 214 15000 Rd.
Address 2: _____
City: Cherryvale State: KS. Zip: 67335 +

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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.
- ☐ 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: May 12, 2016 Signature of Operator or Agent: [Signature] Title: Executive Vice President

EXHIBIT "A"

✓ THE NORTH HALF OF THE NORTHWEST QUARTER (N/2 NW/4) OF SECTION 1, TOWNSHIP 33 SOUTH RANGE 17 EAST, LABETTE COUNTY, KANSAS; **LESS AND EXCEPT THE FOLLOWING TRACT:** BEGINNING AT THE NE/CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, LABETTE COUNTY, KANSAS, THEN N89-52-30W 1393 FEET ALONG THE NORTH SECTION LINE, THEN S00-44-22E 503 FEET, THEN S82-41-60E 1310 FEET TO THE EAST LINE OF SAID NW/4, THEN N07-25-27E 672 FEET TO THE POINT OF BEGINNING, CONTAINING 18.15 ACRES, MORE OR LESS, INCLUDING COUNTY ROAD RIGHT OF WAY, LABETTE COUNTY, KANSAS, INCLUDING MINERAL INTERESTS;

THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION 1, TOWNSHIP 33 SOUTH RANGE 17 EAST, LABETTE COUNTY, KANSAS;

THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, LABETTE COUNTY, KANSAS;

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Form 88 - (Producers Modified)
Plus (C&S GAS)

OIL AND GAS LEASE

(PAID-UP)

AGREEMENT, made and entered into this 21 day of AUGUST
by and between BOBBY R. MYERS and KAREN K. MYERS, husband and wifeSTATE OF KANSAS
LABETTE COUNTY
THIS INSTRUMENT WAS FILED FOR RECORD
AND DULY RECORDED IN BOOK 199
OF 28 AT PAGE 199

AUG 21 2009 2:30

Donna Strickland
REGISTER OF DEEDS
FEES 16.00

hereinafter called Lessor (whether one or more), and Colt Natural Gas, L.L.C., P.O. Box 388, Iola, Kansas 66749, hereinafter called Lessee.

1. **GRANT.** Lessor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant, demise, lease and let unto said Lessee, exclusively, its successors and assigns, the following described land for the purpose of conducting geological, geophysical and other exploratory work, including drilling and operating for, producing, saving, storing and marketing the oil and all gas of whatsoever nature or kind including but not limited to coalbed gas, shale gas or casinghead gas and all other hydrocarbons and their respective constituent products, and the exclusive right of injecting gas, air, water, brine and other fluids and substances into the subsurface strata, and constructing roads, laying pipe lines, electric lines and other utilities, building tanks and erecting other structures thereon, necessary or convenient to produce, save and take care of, treat, dewatering any gas formations and market said substances and products, all that certain tract of land together with any reversionary rights and after-acquired interests therein, described as follows:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Section 1 Township 33 Range 17 containing 208 acres more or less
located in LABETTE COUNTY, KANSAS.

2. **PRIMARY TERM.** This Lease shall remain in full force for a term of TWO (2) year(s) from this date, (herein called "Primary Term"), and as long thereafter as oil or gas, or any of the substances covered by this Lease, is produced from said land by Lessee in paying quantities, or the premises are being developed.

3. **PAID-UP LEASE.** This Lease may be maintained during the Primary Term hereof without further payment or drilling operations. If Lessee shall commence to drill a well within the Primary Term of this Lease or any extension thereof, then 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 Primary Term.

4. **ROYALTY.** Lessor shall receive royalties as follows:

(A) Lessee shall deliver to the credit of Lessor as royalty, free of costs of production, storage or treatment on the leased premises, into the pipe line or storage tanks to which Lessee may connect its wells, the equal FIFTEEN PERCENT (15%) part of all OIL produced, saved and marketed from the leased premises.

(B) Lessee shall pay to Lessor as royalty on all gas of whatsoever nature or kind, including but not limited to coalbed gas, shale gas or casinghead gas, and their respective constituent elements or other gaseous substances ("Gas"), produced and marketed from the leased premises FIFTEEN PERCENT (15%) of the market value at the mouth of the well.

(C) Lessee shall pay to Lessor FIFTEEN PERCENT (15%) of the proceeds from the sale of all other products of oil and gas not otherwise referred to herein.

5. **MINIMUM ROYALTY.** Notwithstanding any other provision of this lease, the Lessor shall receive a minimum royalty equivalent to FIFTEEN DOLLARS (\$15.00) per net mineral acre per year that this lease is in force after the expiration of the primary term. One-twelfth (1/12th) of said minimum royalty of Fifteen Dollars (\$15.00) per net mineral acre per year shall be calculated and settled on a monthly basis with any payments to the Lessor paid during the normal pay period each month, but not later than the end of each such month. If the Lessor receives royalty equal to or greater than the above minimum royalty from the sale of oil, gas or any other products of oil or gas within a lease month, then the minimum royalty provision will be fulfilled. In the event that there is no royalty from the sale of oil, gas or any other products of oil or gas during a lease month or such royalty is less than the minimum royalty amount, Lessee shall pay all of the minimum royalty or the difference in cash within the normal pay period for such month. In the event of the Lessee's failure to pay the minimum royalty as herein provided, then Lessor shall first give written notice to Lessee of Lessor's intention to declare termination of this lease by reason of the nonpayment of the minimum royalty. Such notice shall be given by certified mail, return receipt requested, addressed to the Operator of the lease as shown in the records of the State Corporation Commission of the State of Kansas or their successor. If Lessee shall pay all of the minimum royalty or the difference in cash within THIRTY (30) days after the date such notice is received by the Lessee, then the lease shall not be terminated for violation of the minimum royalty provisions hereof. The first minimum royalty shall be due September 30, 2011. Payment for all of the minimum royalty or the difference may be made by check or draft of Lessee and shall be deemed made when delivered or sent certified mail, return receipt requested, to the Lessor's credit at the address listed below or successor address or Lessor's address as shown on the current purchaser's division order or, if not there available, then to Lessor's last address according to the Operator's records. So long as the minimum royalty is paid as provided herein, the lease shall be deemed to be producing oil and/or gas in paying quantities and the term of the lease shall be perpetuated thereby.

6. **FORCE MAJEURE.** All provisions hereof, express or implied, shall be subject to all federal and state laws, and the orders, rules, or regulations of all governmental agencies administering the same, and this Lease shall not be in any way terminated wholly or partially, nor shall Lessee be liable in damages for failure to comply with any of the express or implied provisions hereof, if such failure accords with any such laws, orders, rules or regulations. Lessee shall not be liable in damages, forfeiture or termination, on account of breach of covenant, express or implied, or failure of any condition necessary to keep this Lease in force, which results from force majeure; and the obligations of Lessee shall be suspended if and while drilling or other 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 other 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.

7. **LESSER INTEREST.** If said Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then royalties and other payments herein provided shall be paid to said Lessor in the proportion that his/her interest bears to the whole and undivided fee title. If more than one party has executed this Lease as Lessor, then this provision applies to each such party.

8. **OPERATIONS AND REMOVAL.** Lessee shall bury its pipelines below plow depth where reasonably possible. No well shall be drilled nearer than TWO HUNDRED (200) feet to any house or barn on said land as of the date of this Lease without written consent of Lessor. Lessee shall pay for damages caused by its operations to said land. Lessee shall fill in drilling pits and restore well location(s) as nearly as reasonably possible to the general condition before drilling operations began, within a reasonable time after a well has been plugged or completed. Lessee shall fence all tanks and wells when requested by Lessor. Lessee shall have the right at any time to remove any or all machinery and fixtures placed on said land, including the right to draw and remove casing.

9. **FREE SUBSTANCES.** Lessee shall have the right to use, free of cost or royalty, gas, oil, and water produced on said land for Lessee's operations thereon, except fresh water from the wells of Lessor. If gas is produced from any well, Lessor shall have the right to take such gas, free of charge, for domestic purposes in one single family dwelling on the leased premises. This provision does not extend to additional dwellings that may be located upon tracts into which the leased premises may be divided. Lessor's lines, appliances at the well, meters and connections shall be of good quality and installed at Lessor's expense. Lessee shall have the right to designate the point of connection and to impose such rules and regulations as may be reasonably necessary to protect the well and other lines. Lessor's taking and use of gas shall be at Lessor's sole risk, and Lessee shall not be liable in any way for Lessor's failure or inability to obtain or use such gas on account of the use of pumping stations, breakage of lines, conditions at the well, requirements or restrictions under any gas contract, Lessee's operations, or any other cause. Lessor shall be solely responsible for compliance with all applicable safety rules and regulations, including K.A.R. 82-11-4, in effect at the time of connection including, but not limited to, odorization of the gas.

10. **RIGHT OF WAY.** For the consideration first stated above, Lessor conditionally grants to Lessee an easement and right of way as provided herein. The use of such easement and right of way are conditioned upon Lessee first paying or tendering to Lessor the sum of ONE DOLLAR (\$1.00) per foot. Such payment or tender may be made at any time while this Lease is in effect. Such easement and right of way are described as follows: Lessor grants to Lessee a strip of land thirty (30) feet wide for the purpose of laying, constructing, operating, inspecting, maintaining, repairing, replacing and removing a pipeline or pipelines for

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the transportation of water, brines, oil, gas and other substances, and electric line(s), at a location or locations to be determined by Lessee, on, in, over and through the land described hereinabove. The centerline of such easement and right of way shall be the center of the pipeline(s) and/or electric line(s) as actually laid. Lessee will consult with Lessor on course, route and direction of lines so as to minimize interference with surface use by Lessor. Such pipeline(s) and electric line(s) shall be buried when reasonably possible below plow depth. Lessee shall pay for damages to growing crops, fences or other structures of Lessor that are caused by the construction, maintenance and operation of such pipeline(s) and electric line(s). Lessee shall have the right of ingress and egress to and from the premises for all purposes necessary to exercise of the rights granted herein. This easement and right of way shall be construed as if conveyed by separate instrument, without regard to the oil and gas Lease or the term thereof; provided, however, that if use of such easement and right of way is not actually commenced within the term of said oil and gas Lease or extension or renewal thereof then this easement and right of way and all rights granted thereunder shall cease and terminate on the date said oil and gas lease expires. This easement and right of way are independent of, and in addition to, and are not a substitute for, the rights of Lessee under said Lease, which rights are not hereby diminished or affected, it being understood that this easement and right of way provides for transporting products mentioned herein which may be produced, obtained, stored or transported upon or across lands adjacent thereto or in the vicinity thereof. The easement and right of way granted herein are a covenant running with the land and shall extend to Lessee and Lessee's successors and assigns, and shall remain in force for the term of said oil and gas Lease and as long thereafter as such easement and right of way are used by Lessee, its successors and assigns, for the purposes herein mentioned.

11. DISPOSAL. For the consideration first stated above, Lessor conditionally grants to Lessee a license, easement and right of way as provided herein. The use of such license, easement and right of way are conditioned upon Lessee first paying or tendering to Lessor the sum of FOUR HUNDRED DOLLARS (\$400.00) and a like amount annually on each twelve (12) month anniversary thereafter. The first such payment or tender may be made at any time while this Lease is in effect. If such payment is not timely made, this license, easement and right of way shall not terminate unless Lessee fails to make or tender such payment within thirty (30) days after receipt of written notice of default given by Lessor to Lessee by certified mail, return receipt requested. Such license, easement and right of way are described as follows: Lessor grants to Lessee the right and license to use a newly drilled well or re-complete an existing well upon the above described land and to use same for disposing of waters, brines and other substances produced from wells owned or operated by Lessee located on said land and upon lands adjacent to or in the vicinity thereof, together with an easement and right-of-way of approximately one (1) square acre around such well, the center of which shall be the borehole of the disposal well, and an easement and right of way on a strip of land twenty (20) feet wide to install, repair, operate and remove such lines, pipes, pumps, equipment, machinery, electric lines and other appliances as Lessee shall deem suitable for the operation of such disposal well. The centerline of said twenty (20) feet easement and right of way shall be the center of the pipe line(s) and/or electric line(s) as actually laid. Lessee will consult with Lessor on course, route and direction of lines and the location of new well(s) so as to minimize interference with surface use by Lessor. Any pipeline(s) and electric line(s) shall be buried when reasonably possible below plow depth. Lessee shall pay for damages to growing crops, fences or other structures of Lessor that are caused by the construction, maintenance and operation of such well, pipeline(s) and electric line(s). Lessee shall have the right of ingress and egress to and from the premises for all purposes necessary to the exercise of the rights granted herein. Lessee shall have the right at any time to remove from the disposal well any and all equipment associated therewith, it being understood that the same shall be and remain personal property, whether or not affixed to the realty, and upon cessation of use of said well, Lessee shall clean up the area with reasonable diligence and dispatch, and shall restore the area as nearly as reasonably possible to its original condition. This license, easement and right of way shall be construed as if granted by separate instrument, without regard to the oil and gas Lease or the term thereof; provided, however, that if a disposal well is not commenced within the term of said oil and gas Lease or extension or renewal thereof then this license, easement and right of way and all rights granted thereunder shall cease and terminate on the date said oil and gas Lease expires. This license, easement and right of way are independent of, and in addition to, and are not a substitute for, the rights of Lessee under said Lease, which rights are not hereby diminished or affected, it being understood that this license, easement and right of way provides for transportation and disposal of substances which may be produced, obtained, stored or transported upon or across lands adjacent thereto or in the vicinity thereof. The license, easement and right of way granted herein are a covenant running with the land and shall extend to Lessee and Lessee's successors and assigns, and shall remain in force for the term of said oil and gas Lease and as long thereafter as such license, easement and rights-of-way are used by Lessee, its successors and assigns, for the purposes herein mentioned.

12. BREACH. The breach of any obligation under any provision or covenant of this Lease, express or implied, shall not work a forfeiture or termination of the Lease nor be grounds for cancellation unless Lessor first notifies Lessee in writing of the breach and the facts relied upon as constituting such breach, together with a demand for the specific performance thereof, and the Lessee, if in default, fails within a reasonable time thereafter to commence compliance with the obligations imposed.

13. ASSIGNMENT AND ENTIRETY. 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 payments and/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; 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 payments and/or royalties due from him or them on an acreage basis, such default shall not operate to defeat or affect this Lease insofar 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 payments and/or royalties. 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 payments and/or 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 is now or may hereafter be divided by sale, devise, or otherwise, or to furnish separate meters, tanks or other measuring devices for oil and/or gas produced from such separate tracts.

14. WARRANTY AND SUBROGATION. 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 in addition Lessee may reimburse itself for such payments out of any royalties or payments due or payable to Lessor.

15. SPECIAL PROVISIONS.

- A. Lessee will notify Lessor of any new well locations for Lessor's approval of such locations before drilling commences upon said property. Such approval shall not be unreasonably withheld by Lessor.
- B. Lessee will consult with Lessor on course, route and direction of lease roads and line (pipe, electric & telephone) installations so as to minimize interference with surface use, Lessee to establish and utilize the minimum number of lease roads necessary to conduct operations, and shall not deviate from lease roads once established, lease roads shall be maintained in good condition so as to prevent rutting and erosion.
- C. When requested by Lessor, Lessee will install and maintain cattle-tight gates at all lease access points into pastures and through pasture cross fences.
- D. Lessee shall not establish a storage yard or general maintenance area on the lease premises; any equipment or supplies not in active use shall be promptly removed from the premises.
- E. Lessee shall defend, indemnify and hold harmless Lessor from any environmental damage, spills or leaks arising from Lessee's operations.
- F. Lessee shall not assign lease to any party without written permission from Lessor. Such written permission shall not be unreasonably withheld by Lessor.

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

Bobby R. Myers
Name: Bobby R. Myers
Address: 15063 Brown Rd
Cherryvale, Kansas 67335

Karen K. Myers
Name: Karen K. Myers

STATE OF KANSAS, COUNTY OF LABETTE, ss:

The foregoing instrument was acknowledged before me this 21 day of AUGUST 20 09.

By BOBBY R. MYERS and KAREN K. MYERS, husband and wife



Dan Mertensmeyer
Notary Public: Dan Mertensmeyer
Commission/Appointment Expires: 6/12/2013

EXHIBIT "A"

✓ THE NORTH HALF OF THE NORTHWEST QUARTER (N/2 NW/4) OF SECTION 1, TOWNSHIP 33 SOUTH RANGE 17 EAST, LABETTE COUNTY, KANSAS; **LESS AND EXCEPT THE FOLLOWING TRACT:** BEGINNING AT THE NE/CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, LABETTE COUNTY, KANSAS, THEN N89-52-30W 1393 FEET ALONG THE NORTH SECTION LINE, THEN S00-44-22E 503 FEET, THEN S82-41-60E 1310 FEET TO THE EAST LINE OF SAID NW/4, THEN N07-25-27E 672 FEET TO THE POINT OF BEGINNING, CONTAINING 18.15 ACRES, MORE OR LESS, INCLUDING COUNTY ROAD RIGHT OF WAY, LABETTE COUNTY, KANSAS, INCLUDING MINERAL INTERESTS;

THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION 1, TOWNSHIP 33 SOUTH RANGE 17 EAST, LABETTE COUNTY, KANSAS;

THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, LABETTE COUNTY, KANSAS;

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