

OIL AND GAS LEASE

FROM  
Guy Fairchild et ux  
TO  
A. G. Moorhead

STATE OF KANSAS COUNTY OF GRANT, ss  
This instrument was filed for record on the 30  
1st day of 1943, at 1:45 o'clock P. M.,  
and duly recorded in Book 6 Page 172 of the records of this office.  
Jno. Carter Jr.  
County Clerk - Register of Deeds.  
By Mrs. Jno. Carter Jr. Deputy.

Office Agreement, Entered into this the 24th day of December 1942,  
between Guy Fairchild and Opal Fairchild his wife,

and A. G. Moorhead, hereinafter called Lessee, does witness:  
hereinafter called Lessor;

1. That lease, for and in consideration of the sum of EIGHTY and no/100ths DOLLARS (\$ 80.00 ),  
in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets  
unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas, and casinghead gasoline, laying pipe line, building tank, storing  
oil, building power, station, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and  
employees, the following described tract of land in Grant County, Kansas, to-wit:  
The East Half (E/2) of the Southwest Quarter (SW/4) and  
The West Half (W/2) of the Southeast Quarter (SE/4)

in Section 36 Township 30S Range 36 W and containing 160 acres, more or less.

2. This lease shall remain in force for a term ending December 24th 1952, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or  
any of them is produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in pipe line to which lessee may connect its wells the equal one-eighth part of all oil  
produced and saved from the leased premises, or at the lessor's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity  
prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or  
if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8) of the proceeds  
received by the lessee from the sale of casinghead gas, produced from any oil well; (b) 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 the lessee  
for purposes other than the development and operation thereof; Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land  
for stores and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal  
to the delay rental as provided in paragraph (5) hereof, payable annually at the end of each year during which such gas is not sold or used, and while said royalty is so  
paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas on said land or for gas, on a consolidated leasehold estate of which this land is a part thereof, as contain-  
ed in paragraph 9, are not commenced on or before December 24th 1943, this lease shall terminate as to both parties unless the lessee  
shall on or before one year from that date, pay or tender to the lessor, or to the lessor's credit in the First State Bank

at Leoti, Kansas, or its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any  
and all sums payable under this lease, regardless of changes of ownership in said land or in the oil and gas, or in the rentals to secure thereunder, the sum of  
EIGHTY and no/100 Dollars (\$ 80.00 ) which shall operate as rental and cover the

privilege of deferring the commencement of drilling operations for a period of one year. In like manner and upon like payments or tenders, the commencement of drill-  
ing operations may be further deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or  
delivered on or before the rental paying date. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner pro-  
vided above shall be binding on the heirs, devisees, executors and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease  
shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes  
the payment of rentals in the manner and amount herein above provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the  
manner and effect thereof shall continue in force.

7. In case said lease 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 for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

8. The lessee shall have the right to use fire of coal, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor.  
When required by lessee, the lessee shall bury pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well  
shall be drilled nearer than 200 feet to the house or barn nor on said premises without written consent of the lessor. Lessee shall have the right at any time during or  
after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove  
all casing.

9. As to the gas leasehold estate hereby granted (including conserved gas produced from oil wells), Lessee is expressly granted the right and privilege to consolidate said gas leasehold with any other oil and gas leasehold estates to form a consolidated gas leasehold estate which shall not exceed a total area of 640 acres; and in the event Lessee exercises the right and privilege of consolidation, no leasehold estate shall be deemed, treated and operated in the same manner as though the entire consolidated leasehold estate were originally covered by and included in this lease, and all royalties which shall accrue on gas (including conserved gas produced from oil wells), produced and reserved from the consolidated estate, including all royalties payable hereunder, shall be prorated and paid to the lessors of the various tracts included in the consolidated estate in the same proportion that the acreage of each said lease bears to the total acreage of the consolidated estate, and a producing gas well on any portion of the consolidated estate shall operate to conserve the oil and gas leasehold estate hereby granted so long as gas is produced therefrom.

10. If the estate of either party hereto is assigned (and the writings of assignment in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

11. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, subdivisions, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to each separate owner in the proportion that the acreage owned by each such separate 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 be hereafter divided by sale, devise, or otherwise, or to furnish separate accounting or retaining books. It is hereby agreed that in the event this lease shall be assigned in part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to default or affect this lease in so far as it covers a part or parts of said land upon which the said lease or any assignment hereof shall make the payment of said rentals. If at any time there be as many as five parties entitled to rentals or royalties, Lessee may withhold payments thereof unless and until all parties designate, in writing, in a reasonable instrument to be filed with the Lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalties or rentals accruing hereunder.

13. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if Lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and if production results therefrom, then as long as production continues.

14. If within the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall cease to be productive, this lease shall not terminate, provided operations for the drilling of a well on the leased premises, or on the consolidated gas leasehold estate, shall be commenced before or on the next ensuing rental paying date; or, provided Lessee begins, or resumes the payment of rentals in the manner and amount hereinafter provided. It is agreed, however, that the completion of a well producing or capable of producing gas, upon the property heretofore described, or the induction of such property in a consolidation unit producing or capable of producing gas as provided by paragraph number 9 hereof, shall constitute full and complete development with respect to the gas leasehold estate hereby granted. If, upon, or after the expiration of the primary term of this lease, Lessee resumes operations for drilling a well on the leased premises or on the consolidated gas leasehold estate within one hundred twenty (120) days from such cessation, and this lease shall remain in force during the production of such operations and if production results therefrom, then as long as production continues.

15. It is contemplated and agreed by both lessor and lessee that this lease shall at all times and in all respects be subject to valid orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter hereof.

16. This lease and all its terms, conditions and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of said lessor or lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

Gay Fairchild  
Opal Fairchild

Witness

ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma and Kansas)

STATE OF KANSAS COUNTY OF Washita

Before me, the undersigned a Notary Public within and for said County and State, on the 20th day of December

1942, personally appeared Gay Fairchild and Opal Fairchild, his wife,

to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires Feb. 9, 1945. H. F. Chapman Notary Public.  
(1941)

ACKNOWLEDGMENT FOR INDIVIDUAL (Oklahoma and Kansas)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

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

Deputy.

Register of Deeds

Form F. L. B. 88, Kars & Oka or *Ka. & Oka* OIL AND GAS LEASE  
THIS AGREEMENT, Entered into this 9 day of October, 1942, between O. G. Hinshaw and Lorena Hinshaw, his wife, 210 Kent Building, Long Beach, California,

A. G. Moorhead

hereinafter called lessor, does witness:

and  
1. That lessor for and in consideration of the sum of One hundred sixty and no/100 Dollars (\$160.00-), in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building power, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances; and for housing and boarding employees, the following described tract of land in Stevens County, Kansas to-wit:

East Half (E $\frac{1}{2}$ )

In Section 18 Township 31S Range 35W and containing 320 acres, more or less.

2. This lease shall remain in force for a term of ten (10) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty the market price for oil of the grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The lessee shall pay lessor as royalty, one-eighth of the proceeds from the sale of the gas, as such for gas from wells where gas only is found, and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well under paragraph fifth under paragraph numbered two 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 said gas to be at the lessor's sole risk and expense. 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, one-eighth of the market value of such gas. If said gas is sold by the lessee, then as royalty one-eighth of the proceeds of the sale thereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessors credit in the Central State Bank at Hutchinson, Kansas of the sum of One hundred sixty and no/100 Dollars (\$160.00-), which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for a period of one year in the manner and upon the payments and or tenders, the commencement of drilling operations may be further deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or hole on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount herein above provided; and in this event the preceding paragraph hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case 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 for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

8. The lessee shall have the right to use free of cost, gas oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury pipe lines below plow depth and shall pay for damages caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

9. Lessee is expressly granted the right and privilege to consolidate, into a gas leasehold estate as defined by the State Corporation Commission of Kansas at the time of consolidation, as the drainage area of a gas well, the gas leasehold estate or estates which lessee may now own or hereafter acquire, conditions and/or subject to and in the event lessee exercises such right and privilege which lessee consolidated leasehold estate shall be deemed, treated and operated just as though the gas leasehold estates so consolidated, were covered and included in this lease originally, and in such event the royalties payable hereunder shall be provided, and paid to the respective lessors in the proportion that such lessors acreage for the consolidated estate bears to the total acreage in such consolidated gas leasehold estate, and a so long as gas is produced therefrom.

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 the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

11. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each, such separate 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 be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or recording tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above-described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent, 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 land upon which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as ten parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties desirous in writing to execute division and transfer orders on behalf of said parties, and their respective successors in title, do hereby, read to execute division and transfer orders on behalf of said parties, and agree that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the payee of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. Within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate, but shall nevertheless remain in force and effect until the expiration of the next ensuing rental paying date, or provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate, but shall nevertheless remain in force and effect during a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender this lease by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.  
Witness: J. D. Carlisle

O. G. Hinshaw  
Lorena Hinshaw

State of California, County of Los Angeles, ss. KANSAS FORM OF ACKNOWLEDGEMENT  
BE IT REMEMBERED, That on this 13th day of October, 1942, in the year of our Lord one thousand nine hundred and 42 by and before me, a Notary Public in and for said County and State, came O. G. Hinshaw and Lorena Hinshaw, his wife, to me personally known to be the identical persons who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same.  
In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.  
My Commission expires June 18, 1945. Jeanette D. Carlisle, Notary Public.

State of Oklahoma, County of Oklahoma, ss. OKLAHOMA FORM OF ACKNOWLEDGEMENT  
Before me, the undersigned, a Notary Public in and for said County and State, on this 13th day of October, 1942,

19. personally appeared

to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that (Given under my hand and seal the day and year last above written.)

My Commission expires June 18, 1945. Notary Public.

State of Oklahoma, County of Oklahoma, ss. ACKNOWLEDGEMENT OF CORPORATION  
Before me, the undersigned, a Notary Public, within and for said County and State, on this 13th day of October, 1942,

19. personally appeared

to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth, and that he is the duly authorized agent for the above named corporation, for the uses and purposes therein set forth.



Dr. E. A. Loomis, et ux  
Western Production Company

THIS INSTRUMENT WAS FILED FOR RECORD ON THE  
8 day of NOV 1930 A.D., 1930. 300  
at 1:00 o'clock P.M., and duly recorded  
in Book 1123 at page 453  
Fee \$

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 10th day of October 1930 by and between  
Dr. E. A. Loomis and Myra M. Loomis his wife  
835 Phipps ave Parkville, Missouri  
Western Production Company a corp.  
Party of the first part; hereinafter called lessor (whether one or more) and  
Party of the second part; hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Part No. 100 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 the said lessee for the sole and only purpose of mining and operating for oil and gas and laying pipe-lines, and build-  
ing tanks, towers, stations and structures, thereon to produce, save and take care of said products, all that certain tract of land  
situate in the County of Warren and State of Kansas described as follows, to-wit:

Section 25 Township 31S Range 36W and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from date, and as long thereafter  
as oil or gas, or either of them, is produced from said land by the lessee, and or if lessee shall commence drilling operations at any  
time while this lease is in force this lease shall remain in force and its terms shall continue so long as such operations continue  
with due diligence and if production results therefrom then as long as production continues.

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth  
part of all oil produced and saved from the leased premises.

2nd. To pay the lessor one-eighth at the market price at the well for the gas so used, for the gas from each well where gas  
and oil is found, while the same is being used of the premises, and lessor to have gas free of cost from any such well for all stoves  
and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the  
wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gas,  
one-eighth, at the market price at the well for gas so used, for the time during which such gas shall be used, said payments to be  
made quarterly.

If no well be commenced on said land on or before the 10th day of October 1931 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 Mackay Savings Bank at Parkville, Missouri or its suc-  
cessors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of 12 DOLLARS  
which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 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  
of the same number of months successively. 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.

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 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 hereinbefore provided. And it is agreed that upon the resumption of the payment of ren-  
tals, 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 proportion which his interest bears to the whole and un-  
divided fee.

Lessor 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 the lessor, lessee shall bury its 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.  
Lessor shall pay for damages caused by its operations to growing crops on said lands.  
Lessor shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to  
draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the  
covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the  
land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written  
transfer or assignment of a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or 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 effect this lease in so far as it  
covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

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 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 lessor hereby agrees that any such pay-  
ments made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the  
terms of this lease.

Should the depository bank hereafter close without a successor lessee or this assigns may deposit rental in any National Bank  
located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post-  
office address.

In testimony whereof we sign this the 30th day of October 1930  
WITNESS:  
E. A. Loomis (seal)  
Myra M. Loomis (seal)

KANSAS FORM OF ACKNOWLEDGEMENT

STATE OF KANSAS, County of Warren ss.  
BE IT REMEMBERED, That on this 30th day of October 1930 before me, a Notary Public in and for said County and State, came  
nine hundred and  
to me personally known to be the identical person who executed the above and foregoing instrument, and who each duly ac-  
knowledged the execution of the same.  
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above  
written.  
My Commission Expires

State of Mo., County of Rock Co. Dr. E. A. Loomis et ux  
do hereby certify that on this 30th day of Oct. A.D. 1930 before me, a Notary Public, in and for said County and State, personally appeared Dr. E. A. Loomis and Myra M. Loomis, his wife, and they acknowledged to me that they executed the same and so certify.  
In witness whereof I have hereunto set my official signature and affixed my notarial seal the day and year first above written.  
My Commission Expires Aug 30, 1931  
A. W. Allen, Notary Public

State of Kansas, Stevens County, ss: Filed for record in the office of the Register of Deeds, on the 23 day of June 1945, at 4 o'clock, P. M. and duly recorded in book 13 at page 443  
Dorothy Little Record Register of Deeds.

Form L. B. 88 Revised

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 5th day of June 1945,

between J. E. Cross and Ethel Cross, his wife

hereinafter called lessor

and Alf W. Landon and L. F. Adkens (to each an undivided 3/4 interest) hereinafter called lessee, does witness:  
1. That lessor for and in consideration of the sum of One and no/100 Dollars (\$1.00) in hand paid by lessor to lessee and agreed to be paid by lessee to lessor, has this day granted and leased to and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building power stations, employing men and workmen thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Stevens County, Kansas to-wit:

West Half (4 1/2)

in Section 2 Township 32S Range 39E and containing 320 acres, more or less.

- 2. This lease shall remain in force for a term ending the 5th day of June 1948 and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them is produced.
- 3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessor's option, may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.
- 4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee on gas leased premises then owned and located in the town or township in which the well is located shall pay the lessor (a) one-eighth (1/8) of the net proceeds after the sale of casinghead gas, produced from any well, (b) one-eighth (1/8) of the net proceeds at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any well other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own contract there. Where gas from a well or wells capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as much gas as is equal to the daily rental as provided in paragraph (5) hereof, payable annually at the end of each year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.
- 5. If operations for the drilling of a well for oil or gas on said land or for gas, on a consolidated leasehold estate of which this land is a part thereof, as contemplated in paragraph 9, are not commenced on or before the 5th day of June 1948, this lease shall terminate as to the parties unless the lessee shall on or before that date, pay or tender to the lessor, or to the lessor's credit in the Bank at \_\_\_\_\_, Kansas, the sum of \_\_\_\_\_ Dollars (\$50.00) which shall operate as rental and cover the expenses of operations. The sum of \_\_\_\_\_ Dollars (\$50.00) which shall operate as rental and cover the expenses of operations, shall be paid quarterly, beginning on the 1st day of January, 1948, and on the 1st day of April, 1948, and thereafter on the 1st day of January and the 1st day of April in each year, and shall be paid to the lessor, or to the lessor's credit in the Bank at \_\_\_\_\_, Kansas, or to the order of \_\_\_\_\_, the name of whom the lessee shall designate by written notice to the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the lessee, executors, and administrators of such person.
- 6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well or wells, on this land, shall be prosecuted for the period of one year, or until the lessee has exhausted all the natural resources of the leasehold estate, or until the lessee has abandoned the leasehold estate, or until the lessee has failed to pay or tender the rental as provided herein, or until the lessee has failed to comply with the provisions of this lease. In this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.
- 7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate, through the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which the interest bears to the whole undivided fee.
- 8. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, all shall be drilled nearer than 200 feet to the house or barn now on said premises by its operations to provide water for the lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
- 9. As to the gas leasehold estate hereby granted (including casinghead gas produced from oil wells), lessee is expressly granted the right to use, produce, sell, lease, convey, and otherwise dispose of such gas and other substances and to make and execute all contracts as herein granted; the consolidated gas leasehold estate shall be deemed to be a single leasehold estate, the right and privilege of consolidation as herein granted; the consolidated gas leasehold estate shall be deemed to be a single leasehold estate, the right and privilege of consolidation as herein granted; the consolidated gas leasehold estate covered by and formed from this lease shall merge and consolidate with any other gas leasehold estate owned or controlled by lessor at the time this lease is made, and all royalties payable hereunder, including all royalties payable hereunder, shall be deemed to be the consolidated estate, including all royalties payable hereunder, shall be deemed to be the consolidated estate of each said lessor bears to the total acreage of the consolidated estate and a proportioning gas well on any portion of the consolidated estate shall operate to combine the oil and gas leasehold estate hereby granted so long as gas is produced therefrom.
- 10. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the cov-ants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessor and it has been furnished with the written consent or assignment or a certified copy hereof.
- 11. If the leased premises shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accounting hereunder shall be treated as an entirety and shall be paid to the lessor or his separate owners in the proportion that the acreage owned by each owner bears to the total acreage of the leased premises. There shall be no obligation on the part of the lessor to operate on any separate tract in which the leased premises are owned. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall sell or make default in the payment of the proportionable part of the rent due from him or them, such default shall not constitute a breach of this lease in so far as it covers a part or parts of said land upon which the lessor or his heirs, executors, administrators, successors and assigns shall remain. If at any time being or to be filed with the lessee, a common agent to receive all payments made by the lessee, executors, administrators, successors and assigns to the lessor, or his heirs, executors, administrators, successors and assigns, and to execute division and transfer orders on behalf of said parties, and their respective successors in (over)

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event the lessee so elects, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the assignee or any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

13. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

14. If within the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall cease to be productive, this lease shall terminate, provided after fifteen (15) days from the date that the well or wells on the consolidated gas leasehold estate, shall be commencing operations, the primary term of this lease shall continue so long as production continues.

15. It is contemplated and agreed by both lessor and lessee that this lease shall at all times and in all respects be subject to valid orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter hereof.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of said lessor or lessee. Lessees herein agree that the well when drilled on the unit of which the above described land is to become a part will be connected with the pipe line within one year after the date of completion of the well and the well shall be drilled and put in any event during the primary term of this lease.

Witness:  
Velma M. Adamson  
Velma M. Adamson  
Janita Reeves  
Janita Reeves

State of IOWA, County of JASPER, ss. ACKNOWLEDGEMENT FOR INDIVIDUAL (Kan. & Oha.)  
Before me, the undersigned, a Notary Public, within and for said County and State, on this 5th day of June, 1945, personally appeared I. E. Cross and Edith Cross, his wife.

I. E. Cross, Lessor  
Alf M. Landon  
D. E. Ackers, Lessees  
My commission expires 4, 1945. (SEAL) Velma M. Adamson, Notary Public

State of IOWA, County of JASPER, ss. ACKNOWLEDGEMENT FOR CORPORATION  
Be it remembered that on this 5th day of June, 1945, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came \_\_\_\_\_, president of \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.  
My commission expires \_\_\_\_\_  
Notary Public

State of \_\_\_\_\_, County of \_\_\_\_\_, ss. ACKNOWLEDGEMENT FOR CORPORATION  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came \_\_\_\_\_, president of \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.  
My commission expires \_\_\_\_\_  
Notary Public

STATE OF KANSAS, COUNTY OF SHAWNEE, SS.  
Before me, the undersigned, a Notary Public, within and for said County and State, on this 19th day of June, 1945, personally appeared Alf M. Landon, D. E. Ackers, and \_\_\_\_\_, personally known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires September 27, 1945. (SEAL) Mays Young, Notary Public



14. If within the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall cease to be productive, this lease shall not terminate, provided operations for the drilling of a well on the leased premises, or on the consolidated gas leasehold estate, shall commence within the period of ninety days following the expiration of the primary term of this lease, and shall be completed within the period of one hundred and twenty days following the commencement of operations thereon. It is agreed, however, that the completion of a well producing or capable of producing gas, upon the property hereinabove described, or the inclusion of such property in a consolidation unit producing or capable of producing gas as provided by paragraph number 3 hereof, shall constitute full and complete development with respect to the gas leasehold estate hereby granted. It, upon or after the expiration of the primary term of this lease, the operations for drilling a well on the leased premises or on the consolidated gas leasehold estate within one hundred and twenty (120) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

15. It is contemplated and agreed by both lessor and lessee that this lease shall at all times and in all respects be subject to valid orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter hereof.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of said Lessor or Lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

Dr. F.A. Loomis  
Dr. F.A. Loomis

State of MICHIGAN County of ROCK ss ACKNOWLEDGMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this 14th day of April, 1948, personally appeared

WYLA M. LOOMIS, HIS WIFE

My commission expires FEBRUARY 18, 1950 (SMI) HELEN McQUILLAN Notary Public

State of OKLAHOMA County of OKMUSSE ss ACKNOWLEDGMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared

to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

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

State of \_\_\_\_\_ County of \_\_\_\_\_ ss \_\_\_\_\_

Do it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public, duly commissioned in and for the \_\_\_\_\_ county and state aforesaid, came \_\_\_\_\_ president of \_\_\_\_\_

a corporation of the State of \_\_\_\_\_ personally known to me to be the same person who executed the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year last above written.

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

ACKNOWLEDGMENT FOR CORPORATION







Book 14, pg 92

14. It is further the primary term of this lease, the well or wells on the leased premises or on the consolidated gas leased estate, shall cease to be productive, this lease shall not terminate provided operations for the drilling of a well on the leased premises or on the consolidated gas leased estate, shall cease to be productive, commenced before or on the next ensuing rental payment date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided, and the operations for the drilling of a well on the leased premises or on the consolidated gas leased estate, shall not terminate provided lessee resumes production of such property in a consolidation unit producing or capable of producing gas from the property hereinafter described, or the operations for the drilling of a well on the leased premises or on the consolidated gas leased estate, shall not terminate provided lessee resumes complete development with respect to the gas leasehold estate hereby granted. 15. Upon, or after the expiration of the primary term of this lease, the well operations for drilling a well on the leased premises or on the consolidated gas leased estate, shall not terminate provided lessee resumes production of such property in a consolidation unit producing or capable of producing gas from the property hereinafter described, and this lease shall remain in force during the production of such operations and, if production results thereafter, then as long as production continues, and if it is contemplated and agreed by both lessor and lessee that this lease shall at all times and in all respects be subject to valid orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter hereof.

16. It is contemplated and agreed by both lessor and lessee that this lease shall at all times and in all respects be subject to valid orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter hereof.

17. It is contemplated and agreed by both lessor and lessee that this lease shall at all times and in all respects be subject to valid orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter hereof.

IN WITNESS WHEREOF, we sign the day and year first above written.

E. H. MILLON  
 C. W. P. MILLON

(Per. Stamps .55)

State of KANSAS County of OSAGE SEYMOUR (CORPORATE AND SEPARATE)  
 Before me, the undersigned, a Notary Public, within and for said County and State on this 17th day of DECEMBER, 1945, personally appeared A. H. MILLON and C. W. P. MILLON, known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 27th day of DECEMBER, 1945.  
 State of KANSAS County of OSAGE SEYMOUR (CORPORATE AND SEPARATE)  
 Before me, the undersigned, a Notary Public, within and for said County and State, on this 27th day of DECEMBER, 1945, personally appeared A. H. MILLON and C. W. P. MILLON, known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 27th day of DECEMBER, 1945.  
 State of KANSAS County of OSAGE SEYMOUR (CORPORATE AND SEPARATE)  
 Before me, the undersigned, a Notary Public, within and for said County and State, on this 27th day of DECEMBER, 1945, personally appeared A. H. MILLON and C. W. P. MILLON, known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires 27th day of DECEMBER, 1945.  
 State of KANSAS County of OSAGE SEYMOUR (CORPORATE AND SEPARATE)  
 Before me, the undersigned, a Notary Public, within and for said County and State, on this 27th day of DECEMBER, 1945, personally appeared A. H. MILLON and C. W. P. MILLON, known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires 27th day of DECEMBER, 1945.  
 State of KANSAS County of OSAGE SEYMOUR (CORPORATE AND SEPARATE)  
 Before me, the undersigned, a Notary Public, within and for said County and State, on this 27th day of DECEMBER, 1945, personally appeared A. H. MILLON and C. W. P. MILLON, known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires 27th day of DECEMBER, 1945.  
 State of KANSAS County of OSAGE SEYMOUR (CORPORATE AND SEPARATE)  
 Before me, the undersigned, a Notary Public, within and for said County and State, on this 27th day of DECEMBER, 1945, personally appeared A. H. MILLON and C. W. P. MILLON, known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires 27th day of DECEMBER, 1945.  
 State of KANSAS County of OSAGE SEYMOUR (CORPORATE AND SEPARATE)  
 Before me, the undersigned, a Notary Public, within and for said County and State, on this 27th day of DECEMBER, 1945, personally appeared A. H. MILLON and C. W. P. MILLON, known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires 27th day of DECEMBER, 1945.  
 State of KANSAS County of OSAGE SEYMOUR (CORPORATE AND SEPARATE)  
 Before me, the undersigned, a Notary Public, within and for said County and State, on this 27th day of DECEMBER, 1945, personally appeared A. H. MILLON and C. W. P. MILLON, known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires 27th day of DECEMBER, 1945.  
 State of KANSAS County of OSAGE SEYMOUR (CORPORATE AND SEPARATE)  
 Before me, the undersigned, a Notary Public, within and for said County and State, on this 27th day of DECEMBER, 1945, personally appeared A. H. MILLON and C. W. P. MILLON, known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires 27th day of DECEMBER, 1945.  
 State of KANSAS County of OSAGE SEYMOUR (CORPORATE AND SEPARATE)  
 Before me, the undersigned, a Notary Public, within and for said County and State, on this 27th day of DECEMBER, 1945, personally appeared A. H. MILLON and C. W. P. MILLON, known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.







BOOK 14, PAGE 145

State of Kansas, County of Stevens, ss.  
This instrument was filed for record on the 1 day of April, A. D. 1945, at 1 o'clock, P. M. and duly recorded  
in Book 14 at page 145. Fee \$ \_\_\_\_\_ Deputy: \_\_\_\_\_ Register of Deeds.

From L. H. St. Nowell.

OIL AND GAS LEASE

W. H. TILFORD and CORA B. TILFORD, his wife

THIS AGREEMENT, Entered into this 17th day of December, 1945, between

Northern Natural Gas Company, a Delaware corporation      hereinafter called lessor, does witness:  
The covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto  
the lessor for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gas, having pipe lines, building tanks,  
and all facilities which shall secure on gas (including casinghead gas) produced from all wells, production, sale, take care of and maintenance of all such production, and  
for housing and boarding employees, the following described tract of land in \_\_\_\_\_ Township \_\_\_\_\_ County \_\_\_\_\_ Kansas \_\_\_\_\_ or with:

Northeast Quarter (NE 1/4)

in Section 11 Township 32S Range 35W and containing 160 acres, more or less.  
1. This lease shall remain in force for a term ending September 1st, 1955 and as long thereafter as oil, gas, casinghead gas, casing-  
head gasoline, or any of them is produced.  
2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth  
part of all the production and saved from the leased premises or at the lessee's option, may pay to the lessor for such one-eighth royalty the market price  
for oil of the grade and kind produced from the leased premises, or the value of the production of gas, casinghead gas or casinghead gas, whichever is the  
well or if marketed by lessee off the leased premises, then one-eighth (1/8) of the value of the production of gas, casinghead gas or casinghead gas, whichever is  
computed at the prevailing market price for the sale of casinghead gas produced from any oil well; (3) one-eighth (1/8) of the value of the production of the well,  
used on the leased premises by the lessee for purposes other than the development and operation thereof; lessor shall have the privilege of his own risk and  
construction, thereon.  
Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount  
equal to the value of the production of such well, as determined by the market price for such gas at the time of production, and if the market price is  
said royalty is so paid or tendered this instrument shall be null and void.  
3. If operations for the drilling of a well for oil or gas on said land or for gas on a consolidated leasehold estate of which this land is a part thereof, or  
contaminated in paragraph 5, are not commenced on or before September 1st, 1946, this lease shall terminate as to both parties unless the same  
shall on or before that date, pay or tender to the lessor, credit in the \_\_\_\_\_ Oilfield, State of \_\_\_\_\_  
at \_\_\_\_\_, Kansas.  
4. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor  
and the water from the wells of the lessor, and the water from the wells of the lessor, and the water from the wells of the lessor, and the water from the wells of the lessor,  
No well shall be drilled deeper than 200 feet to the horizon or herein now on said premises without written consent of the lessor. Lessee shall have the right at  
any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, includ-  
ing the buildings thereon, and to remove the same.  
5. If at any time prior to the discovery of oil or gas on said land during the term of this lease, the lessee shall drill a dry hole or holes, on this land,  
beginning or returning the movement of wells in the manner and amount herein above provided, and in the event the producing production thereof commencing the  
payment of rentals and the manner and effect thereof, shall terminate in force.  
6. If the estate of either party hereto is assigned, the privilege of assignment in whole or in part is expressly allowed, the covenants hereof shall extend  
to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rights or royalties shall be binding on the  
lessor until after notice to the lessee and it has been recorded with the written transfer or assignment of or certificate copy thereof.  
7. If the lessee premises shall hereafter be owned in entirety, or in separate tracts, the premises, hereinafter shall be conveyed and operated as one lease  
and the same shall be operated as one lease, and the same shall be operated as one lease, and the same shall be operated as one lease, and the same shall be operated as one lease,  
hereover by each such separate owner hereof to the entire leased acreage. There shall be no obligation on the part of the lessee to deliver water on separate  
tracts into wells then covered by this lease, and an inspector employed by said owner, or otherwise, or to furnish separate machinery or receiving tanks  
for the production of gas, oil or water from any well on any part of the leased premises, and the same shall be operated as one lease, and the same shall be operated as one lease,  
part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to default  
the other parts thereof in so far as it covers a part or parts of the leased premises, and the same shall be operated as one lease, and the same shall be operated as one lease,  
If at any time there is so far as it covers a part or parts of the leased premises, and the same shall be operated as one lease, and the same shall be operated as one lease,  
including all royalties payable hereunder, shall be prorated and paid to the lessors of the various tracts included in the consolidated estate in the same pro-  
portion as the acreage of each tract bears to the total acreage of the consolidated estate.  
8. If the estate of either party hereto is assigned, the privilege of assignment in whole or in part is expressly allowed, the covenants hereof shall extend  
to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rights or royalties shall be binding on the  
lessor until after notice to the lessee and it has been recorded with the written transfer or assignment of or certificate copy thereof.  
9. All to the said leasehold estate, including casinghead gas, casinghead gas, casinghead gas, casinghead gas, casinghead gas, casinghead gas, casinghead gas, casinghead gas,  
consolidate and gas leasehold with any other adjacent or contiguous or contiguous and leasehold estate to form a consolidated leasehold estate which shall not be  
subject to the provisions of this lease, and the same shall be operated as one lease, and the same shall be operated as one lease, and the same shall be operated as one lease,  
lease, and all royalties which shall secure on gas (including casinghead gas) produced from all wells, production, sale, take care of and maintenance of all such production, and  
for housing and boarding employees, the following described tract of land in \_\_\_\_\_ Township \_\_\_\_\_ County \_\_\_\_\_ Kansas \_\_\_\_\_ or with:  
10. If the estate of either party hereto is assigned, the privilege of assignment in whole or in part is expressly allowed, the covenants hereof shall extend  
to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rights or royalties shall be binding on the  
lessor until after notice to the lessee and it has been recorded with the written transfer or assignment of or certificate copy thereof.  
11. Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee, at its option, may pay and discharge any  
taxes, assessments, taxes, assessments, taxes, assessments, taxes, assessments, taxes, assessments, taxes, assessments, taxes, assessments, taxes, assessments, taxes, assessments,  
paid to the rights of any holder or holder thereof and may reimburse itself by applying to the discharge of any such assessments, tax or other lien, any royalty  
or rentals accruing hereunder.  
12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time  
within the term of this lease, it shall be deemed to have accepted and agreed to the provisions of this lease, and the same shall be operated as one lease,  
therefrom, then as long as production continues.





STATE OF KANSAS      SS  
COUNTY OF STEVENS  
They, authorized signatory for record of the  
at 1:55 p.m. on July 10, 1998, in the  
Book 129, Page 316, of the Register of  
Deeds of Stevens County, Kansas, covering the following described land:  
*[Signature]*  
Register of Deeds  
KS-19433  
26505-0716

**ACKNOWLEDGMENT OF LETTER AGREEMENT**

STATE OF KANSAS )  
COUNTY OF STEVENS )

ss:

1. On December 17, 1945, a certain Oil and Gas Lease ("Lease") was executed as recorded in Book 14, Page 145, of the records of the Register of Deeds of Stevens County, Kansas, covering the following described land:

**The Northeast Quarter (NE/4) of Section Eleven (11), Township Thirty-two (32) South, Range Thirty-Six (36) West of the 6th P.M.**

2. Such Lease contains the following provision ("Provision") in paragraph 4 thereof:

"Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto."

3. The undersigned, **Estate of Floyd Telford, by Duane Telford and Wanda Telford, administrators**, whose address is: 373 Country Acres, Wichita, Kansas 67212, hereinafter referred to as "Landowners" are the current owners of the surface estate described in the Lease, and the owners of any and all free gas and gas use rights under such lease on such land. **Mobil Oil Corporation**, whose address is: P. O. Box 2173, Liberal, Kansas 67905-2173, is the present owner of the leasehold interest of the Lease.

4. As set forth in the Letter Agreement dated June 23, 1998, located in Mobil's Liberal, Kansas office, the terms of which are incorporated herein by reference, **Mobil Exploration and Producing U.S., Inc.**, on behalf of **Mobil Oil Corporation** (collectively, "Mobil"), as well as its successors and assigns, and Landowners, on behalf of themselves, as well as their heirs, devisees, successors, assigns and/or any subsequent grantee, mortgagee, mortgagee and/or claimant to any interest in or to the above described land, have agreed as follows with respect to the Landowners' right to gas, pursuant to the Provision set forth above which appears in the Lease.

5. Mobil hereby agrees to pay Landowners a single lump sum payment of Three Thousand One Hundred Twenty-Five Dollars and 00/100 (\$3,125.00); and, in addition, to pay Landowners an annual amount equivalent to the price of 1000



gallons of liquid propane (LP) on the 1st working day of October for as long as gas is produced pursuant to the Lease. The annual payment amount will be determined using the LP prices for this area averaged over the previous 12-month period.

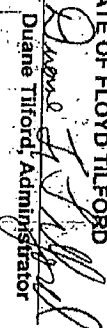
6. In consideration for the aforementioned lump sum payment, the receipt of which is hereby expressly acknowledged, and Mobil's agreement to make the aforementioned future payments for as long as gas is produced pursuant to the Lease, Landowners, on behalf of themselves, as well as their heirs, devisees, successors, assigns, and/or grantee, mortgage, mortgagee or claimant hereby release, relinquish, surrender and discharge Mobil from any and all claims to use of gas, a right of free gas, taps, connections and any interest in, under or to the right to the use of gas for any use whatsoever in, upon and under the surface or mineral estate of the above-described land pursuant to the Provision of the Lease set forth above, or any other provision in the Lease which could serve as a basis for such claim.

7. Further, Landowners do hereby release, surrender and discharge Mobil from any and all damages, claims and rights of any kind or character arising from or accruing out of Mobil's failure to provide gas pursuant to the Provision of the Lease set forth above, or arising from or accruing out of Landowners purchase or use of LP, it being expressly agreed that, with the sole exception of the payments specified in paragraph 5 above, Landowners purchase and use of LP shall be entirely at their own risk and expense.

Dated and executed this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

LANDOWNERS:


ESTATE OF FLOYD TILFORD

BY:   
Duane Tiltford, Administrator

And

BY:   
Manda Tiltford, Administrator

MOBIL EXPLORATION &  
PRODUCING U.S. INC., as agent on  
behalf of MOBIL OIL CORPORATION

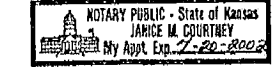
BY:   
W. Mike MacQuoid  
Attorney-in-Fact

340

STATE OF KANSAS, COUNTY OF Seward, ss:

BE IT REMEMBERED that on this 1st day of October 1999, before me, a Notary Public, in and for said County and State, personally appeared Duane Tifford, Administrator of the Floyd Tifford Estate, who is personally known to me and known to me to be the same person who executed the foregoing instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Janice M. Courtney  
Notary Public - Janice M. Courtney

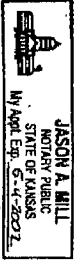
My commission expires: July 20, 2002  
STATE OF KANSAS, COUNTY OF Sedgewick, ss:

BE IT REMEMBERED that on this 28 day of September 1999, 1999, before me, a Notary Public, in and for said County and State, personally appeared Wanda Tifford, Administrator of the Floyd Tifford Estate, who is personally known to me and known to me to be the same person who executed the foregoing instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Jason A. Mill  
Notary Public - Jason A. Mill

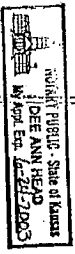
My commission expires:  
STATE OF KANSAS, COUNTY OF SEWARD, ss:



BE IT REMEMBERED that on this 24th day of September 1999, before me, a Notary Public, in and for said County and State, personally appeared W/ Mike MacQuoid, who is personally known to me to be the identical person whose name is affixed to the above instrument as Attorney-in-Fact for Mobil Oil Corporation, and he acknowledged said instrument to be his voluntary act and deed as Attorney-in-Fact for Mobil Oil Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Dee Ann Head  
Notary Public - Dee Ann Head











BOOK 14, PG 200

14. It, within the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall cease to be productive, this lease shall not terminate, provided operations for the drilled/prod lease begin or resume the payment of rentals in the manner and amount hereinafter mandated before or on the date, however, that the completion of a well producing or capable of producing gas, upon the property hereunder, shall constitute full and complete compliance with the provisions of this lease and the term of this lease shall be extended for the term of the primary term of this lease. The well completion of such property is a consolidation unit producing or capable of producing gas, upon the property hereunder, shall constitute full and complete compliance with the provisions of this lease and the term of this lease shall be extended for the term of the primary term of this lease. It upon, or after the expiration of the primary term of this lease, the well completion of such property is a consolidated gas leasehold estate, shall be incapable of production, this lease shall not terminate, provided operations for drilling a well on the leased premises, or on the consolidated gas leasehold estate, shall be commenced within the term of such extension, and that lease shall remain in force upon the leased premises, or on the consolidated gas leasehold estate, and if production results therefrom, then as long as production continues. It is hereby understood that this lease shall be subject to valid orders, rules and regulations of the regulatory authority having jurisdiction of the subject matter hereof.

15. It is hereby understood that this lease shall be subject to valid orders, rules and regulations of the regulatory authority having jurisdiction of the subject matter hereof. If this lease and all its terms, conditions, and stipulations shall extend to said by binding or all the lessor, grantees, administrators or assigns of said Lessor or lessors.

IN WITNESS WHEREOF, we sign the day and year first above written.

Clyde H. Burton

Helen Burton

State of KANSAS CHERRY County of STEVENS JOHANSON and KERRAL  
 before me, the undersigned, a Notary Public, within and for said County and State, on this 29th day of April, 1985, personally appeared  
Clyde H. Burton and Helen Burton, his wife.

to me personally known to be the identical persons, who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written. JOHN E. RUTKEMAN Clerk of "1st Court"  
 My commission expires (SEAL) Stevens County, Kansas

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical persons, who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written. \_\_\_\_\_ Notary Public  
 My commission expires \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_, before me, the undersigned, a Notary Public, duly commissioned, in said for the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical persons, who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year last above written. \_\_\_\_\_ Notary Public  
 My commission expires \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_, before me, the undersigned, a Notary Public, duly commissioned, in said for the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical persons, who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year last above written. \_\_\_\_\_ Notary Public  
 My commission expires \_\_\_\_\_



14. If within the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall cease to be productive, this lease shall not terminate, provided operations for the drilling of a well on the leased premises, or on the consolidated gas leasehold estate, shall be commenced before or on the next ensuing regular payment date on, provided lessee begins or renews the payment of royalty hereinafter described, or the production of gas from the leased premises shall be in compliance with the provisions of paragraph 9 hereof, shall constitute full and complete development with respect to the gas leasehold estate hereby granted. If upon, or after the expiration of the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall be incapable of producing, this lease shall not terminate provided lessee resumes operations for drilling a well on the leased premises, or on the consolidated gas leasehold estate within one hundred (100) days after the date on which this lease shall remain in force during the production of such operations and, if production ceases thereafter, then as long as production continues, and this lease shall remain in force during the production of such operations and, if production ceases thereafter, then as long as production continues.

15. It is contemplated and agreed by both lessor and lessee that this lease shall at all times and in all respects be subject to valid orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter aforesaid.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of said Lessor or Lessee.

(Rev. 5/25/65)

IN WITNESS WHEREOF, we sign the day and year first above written.

Charles M. Dudley  
 Katie M. Bolles Trustee of  
 Chas. E. Dudley, estate.

State of KANSAS County of SEWARD as  
 Before me, the undersigned, a Notary Public within and for said County and State, on this 20 day of MAY 1966, personally appeared CHARLES M. DUDLEY & SINGLE MEN and TRUSTEES OF CHARLES E. DUDLEY, ESTATE (Oklahoma and Kansas) ACKNOWLEDGEMENT FOR INDIVIDUAL

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he received the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

My commission expires April 12, 1969 written N. SYKELTY Notary Public  
 State of KANSAS County of SEWARD ss.  
 Before me, the undersigned, a Notary Public within and for said County and State, on this 29 day of MAY 1966, personally appeared Katie M. Bolles Trustee of Charles E. Dudley estate and CHARLES M. DUDLEY & SINGLE MEN (Oklahoma and Kansas) ACKNOWLEDGEMENT FOR INDIVIDUAL

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

My commission expires AUGUST 21, 1968 (S.M.) HARRY F. ARMSTRONG Notary Public  
 State of \_\_\_\_\_ County of \_\_\_\_\_ ss. ACKNOWLEDGEMENT FOR CORPORATION

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came \_\_\_\_\_ a corporation of the State of \_\_\_\_\_ personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year last above written. \_\_\_\_\_ Notary Public  
 My commission expires \_\_\_\_\_





STATE OF KANSAS  
COUNTY OF STEVENS

STATE OF KANSAS SS  
COUNTY OF STEVENS

This instrument was filed for record on the 1st  
day of September A.D. 2009  
at 10 o'clock A.M. and duly recorded in  
Book 258 on page 525 for \$16.00  
*Jeptha Paul*  
Register of Deeds

### AFFIDAVIT DECLARING OWNERSHIP OF LEASEHOLD INTERESTS

Whereas, pursuant to various employment agreements between Chesapeake Energy Corporation and Tom L. Ward ("Ward"), Ward was permitted to participate with a working interest percentage, not to exceed 2.5% of 8/8ths as approved by Chesapeake Energy Corporation's Compensation Committee, in all wells spudded by or on behalf of Chesapeake Energy Corporation or its subsidiary corporations, partnerships or entities (collectively, "Chesapeake") during each calendar quarter during the term of his employment;

And Whereas, Ward subsequently participated, through TLW Investments, Inc., with various approved working interest percentages in all wells drilled by Chesapeake from and after January 1, 1995, except during the four quarters from January 1, 1999 to December 31, 1999, and therefore owned an undivided interest in all such wells and the leases associated therewith ("Chesapeake Wells"), including, without limitation, the Chesapeake Wells shown on Exhibit A attached hereto and made a part hereof, and is entitled to an assignment thereof from Chesapeake;

And Whereas, pursuant to various farmouts associated with certain Chesapeake Wells, or other similar contracts, TLW Investments, Inc. became the owner of various overriding royalty interests associated with certain such wells and the leases associated therewith;

And Whereas, effective June 26, 2007, TLW Investments, Inc. was converted into TLW Investments, L.L.C. (TLW Investments, Inc. and TLW Investments, L.L.C. are sometimes hereinafter collectively referred to as "TLW");

And Whereas, in some cases assignments from Chesapeake to TLW of TLW's working interests and overriding royalty interests in the Chesapeake Wells have not yet been made and/or placed of record;

And Whereas, pursuant to that certain Membership Interest Purchase and Sale Agreement dated January 9, 2009 ("PSA"), TLW Investments, L.L.C. was purchased by, and is now wholly owned by, TLW Partners, L.P., Black Stone Natural Resources III-B, L.P. and BSNR III, Inc. (collectively, "New Owners");

And Whereas, New Owners now wish to place this Affidavit of record for the specific purpose of putting all parties on notice of TLW Investments L.L.C.'s working and overriding royalty interests in the Chesapeake Wells;

Now Therefore, Doug Black ("Affiant") on Oath states on behalf of TLW Investments, L.L.C. that the following statements are true:

I.

My name is Doug Black and I am currently employed as the Senior Vice President, Operations of TLW Investments, L.L.C.

II.

TLW Investments, L.L.C., is the owner of various undivided working interests and overriding royalty interests in the Chesapeake Wells.

III.

This Affidavit is Executed by Affiant and placed of record in the records of the County Clerk's Office of the above described County and State as a declaration for the purpose of giving notice to all parties dealing with the Chesapeake Wells, including, without limitation, the Chesapeake Wells described on Exhibit A attached hereto and made a part hereof, that TLW Investments, L.L.C. claims ownership of a working interest and/or overriding royalty interest therein.

IV.

The claims of ownership set forth in this Affidavit are based solely on the ownership interest to which TLW Investments L.L.C. is entitled by virtue of the above described employment agreements and other contracts between Ward, TLW and Chesapeake, and the PSA, and by reference to such agreements, contracts and PSA, it is not the intent of this Affidavit to limit in any way the ownership interests claimed by TLW Investments, L.L.C. herein. This Affidavit is filed solely for notice purposes, and it is not the intent of this Affidavit to cloud title to any of the Chesapeake Wells in the event TLW Investments, L.L.C. does not in fact own a working interest and/or overriding royalty interest therein or any such interests were included in the PSA in error.

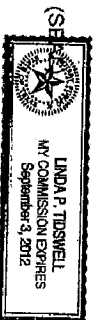
Executed this 24th day of August, 2009.

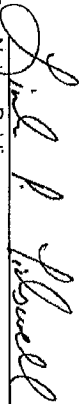
TLW INVESTMENTS, L.L.C.

By:   
Doug Black  
Senior Vice President, Operations

STATE OF TEXAS                    )  
  )        ss  
COUNTY OF HARRIS            )

This instrument was acknowledged before me on the 24th day of August, 2009 by Doug Black in the capacity stated herein.



  
Linda P. Tidswell  
Notary Public  
My Commission Expires: 09/03/12

After recording, return to: TLW Investments, L.L.C., 1001 Fannin, Suite 2020, Houston, TX 77002

EXHIBIT "A"

Attached to and made a part of that certain Affidavit Declaring Ownership Of Leasehold Interests dated August 24, 2009, executed by Doug Black, Senior Vice President, Operations, of TLW Investments, L.L.C.

Well Name	API Number	Legal Desc	State	County
BROWN 3-9	1518922516	SECTION 9-33S-36W	KS	STEVENS
COX 1-29	1518922491	SECTION 29-34S-36W	KS	STEVENS
FOSTER 2-18	1518922480	SECTION 18-34S-36W	KS	STEVENS
FOSTER 2-18 (BHP) (MORROW)	1518922480	SECTION 18-34S-36W	KS	STEVENS
FOSTER 4-18	1518922488	SECTION 18-34S-36W	KS	STEVENS
HOLT/THOMAS T-3-10	1518922490	SECTION 10-33S-36W	KS	STEVENS
HOLT/THOMAS T-3-10	1518922479	SECTION 4-33S-36W	KS	STEVENS
LEMERT 3-4	1518922519	SECTION 4-33S-36W	KS	STEVENS
LEMERT 4-4			KS	STEVENS
LEMERT 5-4 (SPUD)	1518922499	SECTION 3-33S-36W	KS	STEVENS
MEZGER TRUST 1-3			KS	STEVENS
MEZGER TRUST 2-19	1518922485	SECTION 19-34S-36W	KS	STEVENS
SCHNEIDER 2-19		N/2 SECTION 21, N/2 SECTION 22-32S-36W	KS	STEVENS
WHITE 1-22	1518922495	SECTION 19-34S-36W	KS	STEVENS
WING 2-33	1518922518	SECTION 33-32S-36W	KS	STEVENS

THIS EXHIBIT "A" EXCLUDES PROPERTIES WHICH ARE LOCATED IN OTHER STATES AND COUNTIES OR PARISHES

AFFIDAVIT OF PRODUCTION

STATE OF KANSAS           §  
  §  
COUNTY OF STEVENS   §

SS:

Linda M. Bruster, of lawful age being first duly sworn upon oath deposes and states that she is employed by EOG Resources, Inc. and is duly authorized to make this Affidavit.

That EOG Resources, Inc. is the owner of and Operator of the oil and gas lease(s) described on Exhibit "A" attached hereto.

That on the 18th day of April, 2007, EOG Resources, Inc. commenced operations for the drilling of a test well upon the lands and leases described on Exhibit "A" at a location being 500' FSL and 2450' FWL of Section 22-32S-36W, Stevens County, Kansas.

That said well was completed on the 24th day of March, 2008, as a well capable of producing oil and gas in paying quantities.

Notice is hereby given that the definite term of said leases is hereby extended and perpetuated by reason of said production according to the terms of said leases and this Affidavit is made to comply with K.S.A. 55-205.

Executed this 2nd day of December, 2010.

*Linda M. Bruster*

Linda M. Bruster  
Landman I



STATE OF KANSAS           SS  
COUNTY OF STEVENS  
This instrument was filed for record on the 20  
day of *December* A.D. 20  
at *10* o'clock *A.M.* and duly recorded in  
Book *268* on page *168*  
*Heather Nealsen*  
Register of Deeds

ACKNOWLEDGEMENT

STATE OF OKLAHOMA       §  
  §  
COUNTY OF CLEVELAND   §

Before me the undersigned, a Notary Public in and for said County and State on this 2nd day of December, 2010, personally appeared Linda M. Bruster to me known to be the identical person who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

My Commission Expires:  
April 26, 2012

*Heather Nealsen*  
Heather Nealsen, Notary Public

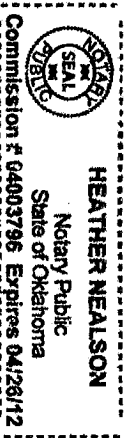


EXHIBIT "A"

Attached to and made a part of that certain Affidavit of Production dated this 2nd day of December, 2010.

**ALL LANDS SITUATED IN STEVENS COUNTY, KANSAS**

DATE: December 17, 1945  
LESSOR: W.H. Tiford and Cora B. Tiford, his wife  
LESSEE: Northern Natural Gas Company  
RECORDED: Book 14, Page 89  
LANDS: Northeast Quarter (NE/4); North Half of the Northwest Quarter (N/2 NW/4); Southeast Quarter of the Northwest Quarter (SE/4 NW/4); and Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of Section 22, Township 32 South, Range 36 West

DATE: November 27, 1944  
LESSOR: Magnolia Petroleum Company  
LESSEE: Northern Natural Gas Company  
RECORDED: Book 13, Page 319  
LANDS: North Half of the Northwest Quarter (N/2 NW/4); Southeast Quarter of the Northwest Quarter (SE/4 NW/4); and Northeast Quarter of the Southwest Quarter (NE/4 SW/4); and Northeast Quarter (NE/4) of Section 22, Township 32 South, Range 36 West

DATE: July 2, 1937  
LESSOR: Winslow H. Tiford aka W.H. Tiford and Cora B. Tiford, his wife  
LESSEE: Magnolia Petroleum Company  
RECORDED: Book 8, Page 503  
LANDS: North Half (N/2) of Section 14; Southwest Quarter (SW/4) of Section 11; Southwest Quarter (SW/4) of Section 12; Northeast Quarter (NE/4), North Half of the Northwest Quarter (N/2 NW/4), Southeast Quarter of the Northwest Quarter (SE/4 NW/4), and Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of Section 22, Township 32 South, Range 36 West

DATE: January 15, 1942  
LESSOR: Standish Hall, Trustee  
LESSEE: Republic Natural Gas Company  
RECORDED: Book 11, Page 77  
LANDS: Southeast Quarter (SE/4) of Section 22, Township 32 South, Range 36 West

DATE: April 22, 1943  
LESSOR: J.H. Chaffin and Edith E. Chaffin, his wife; A.R. Brasted and Blanche M. Brasted, his wife; Wayne N. Dickson and Lena Mae Dickson, his wife; Kenneth P. Brasted and Lula H. Brasted, his wife  
LESSEE: Northern Natural Gas Company  
RECORDED: Book 11, Page 599  
LANDS: Southwest Quarter of the Northwest Quarter (SW/4 NW/4); Northwest Quarter of Southwest Quarter (NW/4 SW/4); and South Half of the Southwest Quarter (S/2 SW/4) of Section 22, Township 32 South, Range 36 West

DATE: January 15, 1942  
LESSOR: Standish Hall, Trustee and Standish Hall and Helen Brooks Hall, his wife  
LESSEE: Republic Natural Gas Company  
RECORDED: Book 11, Page 89  
LANDS: Southeast Quarter of Section 22, Township 32 South, Range 36 West

END OF EXHIBIT "A"