

#### Kansas Corporation Commission Oil & Gas Conservation Division

Form T-1 July 2014 Form must be Typed Form must be Signed All blanks must be Filled

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

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

| Check Applicable Boxes: MUST be subm                                       | itted with this form.  |  |  |
|--|--|--|--|
| Oil Lease: No. of Oil Wells**  | Effective Date of Transfer:  |  |  |
| Gas Lease: No. of Gas Wells**  | KS Dept of Revenue Lease No.:  |  |  |
| Gas Gathering System:  |  |  |  |
| Saltwater Disposal Well - Permit No.:                                      | Lease Name:  |  |  |
| Spot Location: feet from N / S Line feet from E / W Line                   | SecTwp R EW Legal Description of Lease:                                      |  |  |
| Enhanced Recovery Project Permit No.:                                      |  |  |  |
| Entire Project: Yes No   | County:  |  |  |
| Number of Injection Wells **   |  |  |  |
| Field Name:  | Production Zone(s):  |  |  |
| ** Side Two Must Be Completed.   | Injection Zone(s):   |  |  |
| 2000 000 0000  |  |  |  |
| Surface Pit Permit No.:  | feet from N / S Line of Section  |  |  |
| (API No. if Drill Pit, WO or Haul)   | feet from E / W Line of Section  |  |  |
| Type of Pit: Emergency Burn Settling                                       | Haul-Off Workover Drilling   |  |  |
| Pact Operator's License No.  | Contact Person:  |  |  |
| Past Operator's License No.  | Contact Person:  |  |  |
| Past Operator's Name & Address:  | Phone:   |  |  |
|  | Date:  |  |  |
| Title:   | Signature:   |  |  |
| New Operator's License No.   | Contact Person:  |  |  |
| New Operator's Name & Address:   | Phone:   |  |  |
|  | Oil / Gas Purchaser:   |  |  |
|  | Date:  |  |  |
|  |  |  |  |
| Title:   | Signature:   |  |  |
| Acknowledgment of Transfer: The above request for transfer of injection    | n authorization, surface pit permit # has been                               |  |  |
| noted, approved and duly recorded in the records of the Kansas Corporation | n Commission. This acknowledgment of transfer pertains to Kansas Corporation |  |  |
| Commission records only and does not convey any ownership interest in the  | above injection well(s) or pit permit.                                       |  |  |
| is acknowledged as   | is acknowledged as   |  |  |
| the new operator and may continue to inject fluids as authorized by        | the new operator of the above named lease containing the surface pit         |  |  |
| Permit No.: Recommended action:  | permitted by No.:  |  |  |
|  |  |  |  |
| Date: Authorized Signature   | Date:  |  |  |
| DISTRICT EPR   | PRODUCTION UIC   |  |  |
| DISTRICT EFF   | THOUSE HON   |  |  |



1347418

#### Must Be Filed For All Wells

| KDOR Lease    | No.:   |                   | _                 |                                   |                                      |
|---------------|--|-------------------|-------------------|-----------------------------------|--------------------------------------|
| * Lease Name: |  |                   | * Location:       |                                   |                                      |
| Well No.      | o. API No. Footage from Section Line (YR DRLD/PRE '67) (i.e. FSL = Feet from South Line) |                   |                   | Type of Well<br>(Oil/Gas/INJ/WSW) | Well Status<br>(PROD/TA'D/Abandoned) |
|               |  | Circle<br>FSL/FNL | Circle<br>FEL/FWL |                                   | -                                    |
|               |  | FSL/FNL           | FEL/FWL           |                                   | _                                    |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           | FEL/FWL           |                                   |                                      |
|               |  | FSL/FNL           |                   |                                   | _                                    |

A separate sheet may be attached if necessary

<sup>\*</sup> When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.



#### KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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

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

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

| Select the corresponding form being filed: C-1 (Intent) CB-1 (C  | Patriodic Folection Boteriole Internity  |
|--|--|
| OPERATOR: License #  | Well Location:   |
| Name:  | SecTwpS. R 🔲 East 🗌 West   |
| Address 1:   | County:  |
| Address 2:   | Lease Name: Well #:  |
| City: State: Zip:+   | If filing a Form T-1 for multiple wells on a lease, enter the legal description of   |
| Contact Person:  | the lease below:   |
| Phone: ( ) Fax: ( )  |  |
| Email Address:   |  |
| Surface Owner Information:   |  |
| Name:  | When filing a Form T-1 involving multiple surface owners, attach an additional   |
| Address 1:   | sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the  |
| Address 2:   | county, and in the real estate property tax records of the county treasurer.   |
| City: State: Zip:+   |  |
|  | s batteries, pipelines, and electrical lines. The locations shown on the plat<br>in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  |
| I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be lo          | ct (House Bill 2032), I have provided the following to the surface ocated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.                         |
| KCC will be required to send this information to the surface ow  | cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this of the surface owner by filling out the top section of this form and KCC, which is enclosed with this form. |
| If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP- | fee with this form. If the fee is not received with this form, the KSONA-1 will be returned.   |
| I hereby certify that the statements made herein are true and correct to   | the best of my knowledge and belief.   |
| Date: Signature of Operator or Agent:  | Title:   |



Doc #: 2016R08911

STACY R. DRISCOLL/REGISTER OF DEEDS
LEAVENWORTH COUNTY
RECORDED ON

10/10/2016 02:39PM RECORDING FEE: 15.00 INDEBTEDNESS: 0.00 PAGES: 1

#### AFFIDAVIT OF NON-PRODUCTION

| STATE OF Kansas | )           |   |
|-----------------|-------------|---|
|                 | )ss.        |   |
| COUNTY OF       | Leavenworth | ) |

I, Duane L Becker, being of lawful age, having been first duly sworn upon her oath, do hereby certify that I have had a search made of the records maintained by the Oil and Gas Conservation Commission of the State of Kansas, and that said records show that no production of an operating oil or gas well has been reported in said department on the following described lands to-wit:

Township 9 South, Range 21 East, 6<sup>th</sup> P.M. Section 14: NE/4

Affiant also states Under the terms of an Oil and Gas Lease dated December 6, 2010, by Duane L Becker Trust & D. Jackson Rentals, LLC. recorded Doc# 2010R10488, Leavenworth County and royalties, rentals, considerations have not been paid since 2013 and will not, by acceptance of rentals, or in any other manner, recognize the same as valid compensation for production.

Affiant further agrees to comply with KSA 55-201 in the event the assignee's or lessee's attorney requests action to verify title in the name of the affiant.

Duane L Becker, as Trustee of the Duane L. Becker Trust.

STATE OF KANSAS)

**COUNTY OF** 

LEAVENWORTH

The foregoing instrument was acknowledged before me by\_Duane L. Becker this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2016.

Witness my hand and official seal.

My commission expires:

DEBRA R. HEWITT

Notary Public - State of Kansas

My Appt. Expires 5/24/2020

Delua R. Meuutt Notary Public

Producers 88

# PAID-UP OIL AND GAS LEASE

Becker Living Trust, dated . . Leavenworth, KS 66048. January 21, 1998, Duane L. Becker and Nancy E. Becker, Trustees, whose address is,1825 S. 4th St., Leavenworth, KS 66048, hereinafter called lessor (whether one or more), and Ad Astra Oil, LLC, whose address is 4737 W. 614 St., Mission KS 66205. THIS AGREEMENT, made and entered into this 1st day of September, 2016. by and between Duane L. January 21, 1998, Duane L. Becker and Nancy E. Becker, Trustees, whose address is, 1825 S. 4th St. hereinafter called lessee:

## WITNESSETH:

acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air; gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Leavenworth, State of KSdescribed as follows, to-wit: 1. That lessor, for and in consideration of \*\*\*TEN AND MORE\*\*\* dollars (\$10.00+) in hand paid, receipt of which is hereby

# Township 9North. Range 21East 6thP.M. Section 14: NE/4

Section 14: Beginning at the Northeast Corner of the Northwest quarter, thence South to the center of Sectin 14; thence West along the South line of the quarter section, 1221 feet; thence North 28 degrees East 231 feet; thence North 24 degrees West 297 feet, thence North 70 degrees West 528 feet; thence East 330 feet; thence North 660 feet; thence West 330 feet; thence North 1254 feet to the North line of Section 14; thence East 1650 feet to the point of beginning.

Section 14: Beginning 1650 West and 1254 feet South of the Northeast corner of the Northwest corner of Section 14; thence east 330 feet; thence South 660 feet; thence West 330 feet; thence North 660 feet to the beginning

and containing 390.00 acres, more or less.

specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor In any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if through adverse possession or other similar statutes of the state In which the lands are located.

the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur. The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in

Subject to the other provisions herein contained, this lease shall remain in force for a term of **one** (1) years from 9/1/2016(herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if

commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such or hole and more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, into the tanks or in the pipe line on the leased premises to which lessee may connect its wells the equal three sixteenth (3/16th)part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed; including associated fuel.

- 3. This is a paid-up lease and all cash consideration first recited above and amount rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance amount rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.
- lessee to the lessor or to lessor's credit in the pay direct to Lessor Bank, at the above address (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessor and on lessor's successors in interest or on lessor's assigns.
- 5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced
- covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to \$1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in 6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.
- 7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.
- 8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed ( premises, including the right to draw and remove casing.
- 9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer

Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. including the right to pull and remove casings.

- production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres in such unit. 10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the
- operations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease, shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the or more of the essee shall have the right to unitize, pool, or combine all or any part of the land described above as to one royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.
- No change in Ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings 12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. necessary in lessee's opinion to establish the ownership of the claiming party.
- 13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.
- 14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer from a third party. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for
- 15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations, or stipulations.

- conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as outdan by or municipal laws, rules, regulations or executive orders asserted as outdoned adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open county or municipal laws, and implied covenants of this lease shall be subject to all federal and state, lease, under the contingencies above stated, shall be added to the primary term of the lease.
- shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against 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 payments made by lesser may be deducted from any amounts of money which may become due the lessor under the terms of this lease.
- 18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.
- With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead. 19

WHEREOF witness my hand as of the day and year first above written.

Duane L. Becker Living Trust, dated January 21,

| Duane L Becker, Trustee   | Nancy E Becker, Trustee   |
|---|---|
| STATE OF  | INDIVIDUAL ACKNOWLEDGMENT   |
| On this day of day of Living Trust, dated January 21, 1998, Duane L. B. satisfactory evidence to be the person(s) whose name(s)(is/he/she/they executed the same for the purposes therein stated. | On this day of, 2016, before me, the undersigned authority, personally appeared Duane L. Becker Living Trust, dated January 21, 1998, Duane L. Becker and Nancy E. Becker, Trustees, known to me or proved to me by satisfactory evidence to be the person(s) whose name(s)(is/are) subscribed to the foregoing instrument, and acknowledged to me he/she/they executed the same for the purposes therein stated. |
|   | Notary Signature  |
|   | Printed Name of Notary:   |
|   | Notary Public for the State of  |
|   | Residing at:  |
| (Affix Notarial Seal/Stamp Above)   | My Commission Expires:  |
|   |   |

## EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated September 1, 2016, by and between Duane L. Becker Living Trust, dated January 21, 1998, Duane L. Becker and Nancy E. Becker, Trustees, \_\_\_, as Lessor, and Ad Astra Oil, L.I.C.., as Trust, dated January 21, 1998, Duane L. Becker and Nancy E. Becker. Trustees, Lessee, covering the following described lands in Leavenworth County, KS.

# Township 9North, Range 21East, 6thP.M.

Section 14: NE/4
Section 14: Beginning at the Northeast Corner of the Northwest quarter, thence South to the center of Sectin 14; thence West along the South line of the quarter section, 1221 feet; thence North 28 degrees East 231 feet; thence North 24 degrees West 297 feet, thence North 70 degrees West 528 feet; thence East 330 feet; thence North 660 feet; thence West 330 feet; thence North 1254 feet to the North line of Section 14; thence East 1650 feet to the point of beginning.
Section 14: Beginning 1650 West and 1254 feet South of the Northeast corner of the Northwest corner of Section 14; thence east 330 feet; thence North 660 feet; thence South 660 feet; thence West 330 feet; thence North 660 feet to the beginning

containing390.00 acres, more or less in Leavenworth county, KS.

# NOTWITHSTANDING ANYTHING CONTAINED WITHIN THIS LEASE TO THE CONTRARY, THE FOLLOWING PROVISIONS APPLY:

- This lease shall maintain and be in effect as long as 1 (one) new well is permitted prior to the 13th month of the effective date of this lease. <del>. .</del>
  - Lessor and Lessee agree that Lessee shall have all rights to existing units and equipment to operate said lease. Lessee also agrees not to remove said equipment or units without written consent from Lessor. 7

| , 2016.                        |   | Nancy E Becker. Trustee  |
|--------------------------------|---|--------------------------|
| day of                         | y 21,   | Nanc                     |
| Signed for identification this | Duane L. Becker Living Trust, dated January 21,<br>1998 | Duane I. Becker, Trustee |

# AFFIDAVIT OF NON-PRODUCTION

STATE OF Kansas ) )ss.
COUNTY OF Leavenworth )

I, Duane L Becker, being of lawful age, having been first duly sworn upon her oath, do hereby certify that I have had a search made of the records maintained by the Oil and Gas Conservation Commission of the State of Kansas, and that said records show that no production of an operating oil or gas well has been reported in said department on the following described lands to-wit:

Affiant also states of his own knowledge that no production of oil and gas has occurred including rentals or royalties under the terms of oil and gas lease dated 10/6/2010 recorded Affiant further states that by reason of noncompliance with the terms of said lease by Lessee Document # 2010R10488. D. Jackson Rentals, (lessee) and Duane L Becker Trust (Lessor). and/or its assigns, affiant hereby declares said lease forfeited and will not, by acceptance of

rentals, or in any other manner, recognize the same as valid or existing.

Affiant further agrees to comply with KSA 55-201 in the event the assignee's or lessee's attorney requests action to verify title in the name of the affiant.

| Duane L Becker   |
|--|
| STATE OF KANSAS)   |
| COUNTY OF LEAVENWORTH )  |
| The foregoing instrument was acknowledged before me by_Duane L Becker this day of, 2016. |
| Witness my hand and official seal.   |
| My commission expires:   |

Notary Public

42 and in my citig Athe Inconst

01:48PM 16.00 0.00 RECORDED ON 06/29/2007 RECORDING FEE: INDEBTEDNESS: PAGES:

MCCAFFREE-SHORT TITLE CO., INC. 330 DELAWARE LEAVENWORTH, KS 66048 acromodation

# OUT CLAIM DEED

Duane I., Becker and Nancy E. Becker, husband and wife

Quit Claims To:

Duane L. Becker Living Trust, dated January 21, 1998, Duane L. Becker and Nancy E. Becker, Trustees All the following described REAL ESTATE in the County of Leavenworth and the State of Kansas, to-wit:

SEE EXHIBIT "A" ATTACHED

For the sum of one dollar and other good and valuable considerations.

Pursuant to K.S.A. 79-1437 a real estate validation questionnaire is not required due to exemption no.

2007 ひとさん Dated this 27th day of

Duane L. Becker

STATE OF KANSAS
COUNTY OF LEAVENWORTH ) SS:

2005, before BE IT REMEMBERED. That on this 27th day of 5th we 2004, before me the undersigned a notary public, in and for the County and State aforesaid, came Duane L. Becker and Nancy E. Becker, husband and wife who is personally known to me to be such person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my band, and affixed my seal the day

and year last above mentioned.

My Commission Expires: 10-67.08

SEFREY K. BLOCKBURGER STATES OF VANSAS (My Appl Expires 70.07.08