



Form must be Typed
Form must be Signed
All blanks must be Filled

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

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

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____ . Recommended action: _____

Date: _____
Authorized Signature

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

Date: _____
Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____



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CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

OPERATOR: License # _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West
County: _____
Lease Name: _____ Well #: _____

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

Surface Owner Information:

Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **D. R. Lauck Oil Company, Inc.**, (hereinafter referred to as Assignor), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer, set over and convey, subject to the terms and conditions hereinafter set forth, unto **Daystar Petroleum, Inc.**, (hereinafter referred to as Assignee), all of Assignor's right, title and interest, in and to its working interest in certain properties and oil and gas leases (Leases) described in Exhibit "A", attached hereto and by reference made a part hereof, subject to the terms and conditions of the Leases described on Exhibit "A" and the wells (Wells) covered by and pertaining to said Leases or other documents described in said Exhibit "A" and the production therefrom together with all fixtures, equipment and other personal property located in, on and/or appurtenant to said Wells, or used in connection therewith and all contracts (including contracts for the sale of production), unitization agreements, licenses, easements, rights-of-way, and options, whether or not of record, that relate or pertain to the interests hereby assigned and transferred.

Assignor agrees, as to its proportionate share as herein conveyed, to be responsible for any and all liability attributable to or arising from or associated with the Wells and its operations and the leasehold herein assigned, prior to the effective date of September 1, 2017. Assignee, as to its proportionate share as herein conveyed, agrees to assume any and all liability attributable to or arising from or associated with the Wells and its operations and the leasehold herein assigned, from and after the effective date of the Assignment and Bill of Sale. Assignee agrees to accept Assignor's responsibility for the plugging of all wellbores on the subject properties and restoration of the land. Assignee agrees to comply with all the requirements of the statutes of the State of Kansas and with all the rules and regulations of the Kansas Corporation Commission, or successor regulatory body, and any applicable Federal laws, rules or regulations, in effect at the time any well is plugged.

Assignor further agrees to execute any transfer orders or similar instruments needed to properly effectuate the transfer of the interest herein assigned, and to execute any and all further documents, instruments or assurances requested by Assignee to fully effectuate the transfer of the herein described properties.

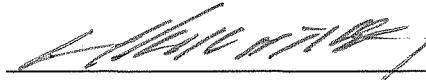
Assignee warrants title by, through or under Assignor, but not otherwise.

Notwithstanding the actual date of execution, this assignment shall be effective as of 7:00 A. M., C.S.T., September 1, 2017.

EXECUTED, this 5 day of September, 2017.


ASSIGNOR

D. R. Lauck Oil Company, Inc.


James L. Knightley, President

ASSIGNEE

Daystar Petroleum, Inc.


Matthew S. Osborn, President

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

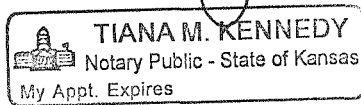
Before me, the undersigned, a Notary Public, within and for said County and State, on this 15 day of September, 2017, personally appeared James L. Knightley, president of D. R. Lauck Oil Company, Inc., a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires 3-19-19

[Handwritten Signature]

Notary Public



STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 15 day of September, 2017, personally appeared Matthew S. Osborn, president of Daystar Petroleum, Inc., a corporation of the State of Kansas, 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 same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires 3-19-19

[Handwritten Signature]

Notary Public

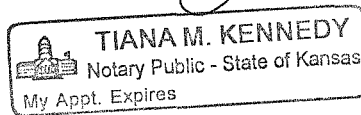


EXHIBIT "A"
Attached to and Made Part of
ASSIGNMENT AND BILL OF SALE
D. R. Lauck Oil Company, Inc., Assignor – Daystar Petroleum, Inc., Assignee

LEASE NAME	LESSOR	LESSEE	LEASE DATE	RECORDED		LEGAL DESCRIPTION	COUNTY & STATE
				BOOK	PAGE		
Oeser	Fred Oeser, et ux	L. E. Hansa	01/27/40	81	252	SE/4 Sec. 29-16S-12W	Barton, Kansas
Barstow	Chesley S. Barstow, et ux	Robert C. Armstrong	04/08/65	67	161	NE/4 13-25S-16W	Edwards, Kansas
Breitenbach B	Mary A. Breitenbach, et al	D. R. Lauck Oil Company, Inc.	10/12/67	73	19	NW/4 5-25S-16W	Edwards, Kansas
	Mary A. Breitenbach, et al	Edwin D. Bradley & Geo. R. Shaw	06/22/67	73	2	NE/4 5-25S-16W	Edwards, Kansas
Coons	Floyd A. Coons, et ux	Robert C. Armstrong	02/10/65	67	157	N/2 15-25S-16W	Edwards, Kansas
Etling	William F. D. Etling, et ux	D. R. Lauck Oil Company, Inc.	04/04/77	84	298	S/2 N/2 18-25S-16W	Edwards, Kansas
Julian A	W. S. Julian, et ux	D. R. Lauck Oil Company, Inc.	03/10/66	69	94	S/2 15-25S-16W	Edwards, Kansas
Koett	John Meyer, et al	Empire Oil and Refining Company	05/15/35	17	457	SE/4 4-25S-16W	Edwards, Kansas
Krankenber	Verlin L. Krankenberg, et al	D. R. Lauck Oil Company, Inc.	01/22/75	60	386	NE/4 19-25S-16W	Edwards, Kansas
				60	387	N/2 NW/4 19-25S-16W	Edwards, Kansas
				60	388	S/2 NW/4 19-25S-16W	Edwards, Kansas
Massey	Millie J. Massey, et al	Edwin G. Bradley & Geo. R. Shaw	11/17/61	55	233	E/2 9-25S-16W	Edwards, Kansas
Parker	Earl W. Parker, a single person	D. R. Lauck Oil Company, Inc.	04/01/71	76	87	N/2 NW/4 30-25S-16W	Edwards, Kansas
	Alva I. Parker, et al	D. R. Lauck Oil Company, Inc.	04/01/71	76	88	N/2 NW/4 30-25S-16W	Edwards, Kansas
	Evelyn Epp, et vir	D. R. Lauck Oil Company, Inc.	04/01/71	76	89	N/2 NW/4 30-25S-16W	Edwards, Kansas
Smith D	Harold F. Smith, et ux	Robert C. Armstrong	02/15/65	67	158	NW/4 14-25S-16W	Edwards, Kansas
Wiles	S. G. Wiles, et ux	D. R. Lauck Oil Company, Inc.	02/11/58	16	330	NW/4 23-25S-16W	Edwards, Kansas

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D. R. Lauck Oil Company, Inc., Assignor – Daystar Petroleum, Inc., Assignee

LEASE NAME	LESSOR	LESSEE	LEASE DATE	RECORDED BOOK	PAGE	LEGAL DESCRIPTION	COUNTY & STATE
Geist	James Geist, et ux	H. H. Blair	03/31/47	63	145	E/2 NW/4 & W/2 NE/4 Sec. 27-T13S-R17W	Ellis, Kansas
Rand	Marie G. Rand	D. R. Lauck Oil Company, Inc.	02/14/52	104	542	SW/4 Sec. 29-11S-20W	Ellis, Kansas
Wishnuck	Joseph F. Wishnuck, et al	D. R. Lauck Oil Company, Inc.	05/17/54	130	304	E/2 SE/4 Sec. 30-T11S-R20W	Ellis, Kansas
	O.E. Bradley, et ux	D. R. Lauck Oil Company, Inc.	05/06/54	130	306	E/2 SE/4 Sec. 30-T11S-R20W	Ellis, Kansas
	Lena M. Owen	D. R. Lauck Oil Company, Inc.	05/14/54	130	308	E/2 SE/4 Sec. 30-T11S-R20W	Ellis, Kansas
	John J. Cecil, et ux	D. R. Lauck Oil Company, Inc.	05/06/54	130	310	E/2 SE/4 Sec. 30-T11S-R20W	Ellis, Kansas
	K. P. Clark, et al	D. R. Lauck Oil Company, Inc.	05/06/54	130	312	E/2 SE/4 Sec. 30-T11S-R20W	Ellis, Kansas
	Jessie Lou Givens, et vir	D. R. Lauck Oil Company, Inc.	05/14/54	130	314	E/2 SE/4 Sec. 30-T11S-R20W	Ellis, Kansas
	A. W. Gill, et ux	D. R. Lauck Oil Company, Inc.	05/06/54	130	316	E/2 SE/4 Sec. 30-T11S-R20W	Ellis, Kansas
	Myrtle A. Hanna, et al	D. R. Lauck Oil Company, Inc.	05/06/54	130	318	E/2 SE/4 Sec. 30-T11S-R20W	Ellis, Kansas
	R. H. Richards, et ux	D. R. Lauck Oil Company, Inc.	05/06/54	130	320	E/2 SE/4 Sec. 30-T11S-R20W	Ellis, Kansas
	W. J. Sherman, et ux	D. R. Lauck Oil Company, Inc.	05/06/54	130	322	E/2 SE/4 Sec. 30-T11S-R20W	Ellis, Kansas
	J. C. Nicholson, et ux	D. R. Lauck Oil Company, Inc.	05/14/54	131	230	E/2 SE/4 Sec. 30-T11S-R20W	Ellis, Kansas
Euwer B	Euwer and Company, Inc.	D. R. Lauck Oil Company, Inc.	05/05/51	22	329	S/2 NW/4 Sec. 16-T22S-R33W	Finney, Kansas
Euwer B Gas	Euwer and Company, Inc.	D. R. Lauck Oil Company, Inc.	05/05/51	22	329	S/2 NW/4 Sec. 16-T22S-R33W	Finney, Kansas
Euwer B4C	Euwer and Company, Inc.	D. R. Lauck Oil Company, Inc.	05/05/51	22	328	S/2 NE/4 Sec. 16-T22S-R33W	Finney, Kansas
Graves	Lucille M. Graves, et al	Cities Service Oil Company	08/20/43	12	558	N/2 N/2 Sec. 16-T22S-R33W	Finney, Kansas
Probst	Minnie Gossman Probst, et vir	D. R. Lauck Oil Company, Inc. and E. L. Moncrief	08/25/44	M 100	385	NE/4 Sec. 20-19S-10W	Rice, Kansas

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D. R. Lauck Oil Company, Inc., Assignor – Daystar Petroleum, Inc., Assignee

LEASE NAME	LESSOR	LESSEE	LEASE DATE	RECORDED		LEGAL DESCRIPTION	COUNTY & STATE
				BOOK	PAGE		
Fergus	D. M. Fergus, et ux	Sunray Oil Corporation	05/04/55	40	469	SW/4 Sec. 23-T24S-R15W	Stafford, Kansas
Morrison	Wayne L. Morrison, et ux	Sunray Oil Corporation	04/29/55	40	467	SW/4 Sec. 21-T21S-R14W	Stafford, Kansas
Schulz C	Audrey L. Schulz, et ux	Thomas K. Travis	04/02/56	42	257	S/2 Sec. 22-T21-R13W	Stafford, Kansas

OIL AND GAS LEASE

#1426



314

THIS AGREEMENT, Entered into this the 15th day of February, 1965

between Harold F. Smith and Agnes B. Smith, husband and wife,
of Hopewell, Kansas,

hereinafter called lessor
and Robert C. Armstrong, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of One (and OVC) Dollars (\$ 1.00 (& OVC))

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 powers, 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 Edwards
County, Kansas to-wit:

The SOUTHEAST QUARTER (SE/4)

in Section 11, Township 25 South, Range 16 West, and containing 160 acres, more or less

2. This lease shall remain in force for a term ending February 15, 1970, 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 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 stoves 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 contemplated in paragraph 9, are not commenced on or before February 15, 1966, this lease shall terminate as to both parties unless the lessee shall on or before that date, pay or tender to the lessor, or to the lessor's credit in the

Farmers & Merchants State Bank at Macksville, 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 accrue thereunder, the sum of One hundred sixty \$ 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 like manner and upon like payments 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 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 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 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 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. As to the gas leasehold estate hereby granted (excluding casinghead gas produced from oil wells), lessee is expressly granted the right and privilege to consolidate said gas leasehold with any other adjacent or contiguous gas leasehold estates to form a consolidated gas leasehold estate which shall not exceed a total area of 600 acres; and in the event lessee exercises the right and privilege of consolidation, as herein granted, the consolidated gas 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 (excluding casinghead gas produced from oil wells), produced and marketed 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 lessor bears to the total acreage of the consolidated estate, and a producing gas well on any portion of the consolidated estate shall operate to continue 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 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 receiving 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 four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable 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 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 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 payment date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. 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 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 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. If a well is drilled, lessee shall restore premises as near as may be practicable to their former condition after cessation of operations.

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

Witness: _____
_____ Harold F. Smith
_____ Agnes B. Smith

STATE OF Kansas
COUNTY OF Stafford } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 29th
day of February, 1965, personally appeared Harold F. Smith
and Agnes B. Smith, husband and wife,

to me personally known to be the identical person s 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 November 20, 1965
Betty Newsom Notary Public

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF _____

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 person _____ 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

STATE OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF _____

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 ac-
knowledged 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

No. _____

OIL AND GAS LEASE

FROM _____

TO _____

Date _____, 19____

Section _____ Twp. _____ Rge. _____

No. of Acres. _____ Term _____

County _____

STATE OF Kansas } ss:
County of Edwards

This instrument was filed for record on the
13 day of Aug, 1965
at 9:00 o'clock A.M., and duly recorded
in Book 67 Page 159 of
the records of this office.
W. R. Westphal
Register of Deeds.
By VR

When recorded, return to _____

THE KANSAS BLUE PRINT CO.
117 NORTH MARKET ST. WICHITA, KANSAS
PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF _____

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 person _____ 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

STATE OF KANSAS, }
EDWARDS COUNTY } SS
This Instrument was filed for Record on
the 16 day of Dec, 1966
at 8:15 o'clock A.M and duly recorded
in Book 71 Page 86 Fees \$ 2.05
W. R. Westfall
Register of Deeds
W. R. Westfall Deputy

DECLARATION FOR UNITIZED OPERATIONS

PHOTOCOPIED

INDEXED

WHEREAS, Under date of February 15, 1965, Harold F. Smith and Agnes B. Smith, his wife, lessors, made, executed and delivered to Robert C. Armstrong, lessee, an oil and gas lease upon and covering the following described land in Edwards County, Kansas, to-wit:

The Southeast Quarter (SE/4) of Section 11,
Township 25 South, Range 16 West,

which said lease was recorded in Book 67, Page 159, of the records of the Register of Deeds of Edwards County, Kansas; and

WHEREAS, Under date of February 15, 1965, Harold F. Smith and Agnes B. Smith, his wife, lessors, made, executed and delivered to Robert C. Armstrong, lessee, an oil and gas lease upon and covering the following described land in Edwards County, Kansas, to-wit:

The Northwest Quarter (NW/4) of Section 14,
Township 25 South, Range 16 West,

which said lease was recorded in Book 67, Page 158, of the records of the Register of Deeds of Edwards County, Kansas; and

WHEREAS, The aforescribed leases are in full force and effect in accordance with the terms and conditions therein contained; and

WHEREAS, D. R. Lauck Oil Company, Inc., Edwin G. Bradley, and F. L. Kelley are the owners of the above described oil and gas leases, subject to all the terms, conditions and provisions of each of said leases, reference to all of the above described leases and the recording thereof being hereby made for all purposes; and

WHEREAS, Each of the above described leases grants the lessee therein, his heirs, administrators, trustees and assigns, the right and privilege to combine the gas leasehold estate and the lessors' gas royalty estate created by the lease with the gas rights in any other lease or leases located adjacent and contiguous thereto so as to create by the combination of such leases one or more gas operating units of 320 acres each; and

WHEREAS, The undersigned are now desirous of unitizing, pooling and consolidating the above described premises to form a gas operating unit of 320 acres.

NOW, THEREFORE, In consideration of the terms and conditions of the above described leases and in the exercise of the rights conferred upon the lessees by said leases, the undersigned do hereby unitize, combine, pool and consolidate the above described lands and the gas leasehold estates thereon into one consolidated gas leasehold estate or operating unit of 320 acres described as follows, to-wit:

The Southeast Quarter (SE/4) of Section 11,
and the Northwest Quarter (NW/4) of Section 14, Township 25 South, Range 16 West,
Edwards County, Kansas,

and the undersigned do hereby give notice to all parties concerned that they have so combined, unitized, pooled and consolidated the above described land into one consolidated gas operating unit to be developed and operated as one tract in accordance with the terms, conditions and provisions of the oil and gas mining leases above described.

The royalties accruing from any well located on said unit shall be prorated and paid to the lessors of the various tracts included in the consolidated estate in the same proportion that each said lessor bears to the total acreage of the consolidated estate.


EXECUTED, This 30th day of November, 1966.

D. R. LAUCK OIL COMPANY, INC.

By


D. R. Lauck, President

ATTEST:


John H. Knightley, Secretary


Edwin G. Bradley


F. L. Kelley

A C K N O W L E D G M E N T S

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Be it remembered that on this 30th day of November, 1966, before

