

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

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

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

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

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- 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: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

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

_____ 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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRDL/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
_____	_____	Circle FSL/FNL	Circle 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	_____	_____

A separate sheet may be attached if necessary

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

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 (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 OF OIL AND GAS LEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

For value received, MTM Petroleum, Inc., whose mailing address is PO Box 391, Kingman, KS 67068 hereinafter referred to as Assignor, does hereby grant, bargain, sell, transfer, assign and convey to Ambrotra Energy LLC whose mailing address is P. O. Box 227, Medicine Lodge, KS 67104, hereinafter referred to as Assignee, all of Assignors' right, title and interest in and to the Well described and attached hereto as Exhibit "A" and Oil and Gas Lease covering certain lands attached hereto as Exhibit "B" located in Barber County, Kansas

Assignor does additionally hereby grant, bargain, sell, transfer, assign and convey to Assignee the same interest as stated above in and to, but not limited to, the materials, goods, equipment, connections, right of ways, easements, chattels, contracts, farmouts, operating agreements, options, state orders, and all contractual rights as well as casing, tubing and wellhead equipment and associated equipment located thereon or used in connection with the wells located on the premises.

For the same consideration, the Assignor covenants with the Assignees and their respective heirs, successors, or assigns, as the case may be, that the Assignor is the lawful owner of and has good title to the interest above-assigned in and to said Oil and Gas Leases, estate, rights, and property, free and clear from all liens, encumbrances, or adverse claims, except those appearing of public record and that said Oil and Gas Leases are valid and subsisting Leases on the land above-described and all rentals and royalties due thereunder have been paid, and all conditions necessary to keep the same in full force have been duly performed.

Assignee agrees that it has inspected the well sold and purchased herein and that it accepts the same in their present conditions. Assignee hereby agrees to hold Assignor harmless and hereby indemnifies Assignor from any and all costs, expenses, loss or liability, claims and suits, including reasonable attorney fees, arising out of or in any way connected with Assignees use, maintenance, ownership, plugging, abandonment, and salvage of the wellbore from and after the effective date hereof.

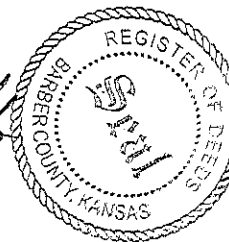
Assignee agrees to assume all responsibility for the well, plugging requirements or exceptions thereto, including bonding requirements, in and on said well, from and after the effective date. Assignee agrees to comply with all laws, ordinances, rules and regulations, federal, state and municipal, with respect to the abandonment of the well sold herein.

The terms, provisions and conditions of this Assignment of Oil and Gas Leases and Bill of Sale shall be binding upon the parties, their respective personal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed on the date of the acknowledgement of the Assignor, but shall be effective as of March 29, 2019, as 12:00am (C.D.T.) at the location of the Interests.

Assignor: MTM Petroleum, Inc.

By: [Signature]
Title: Pres



State of Kansas, Barber Co., SS
This instrument was filed for record on the 5 day of April 2019 at 10:50 o'clock A M., and duly recorded in book 368 on page 140
Kathy Sumatrong, Deputy
Fees \$106.00 Register of Deeds

STATE OF Kansas)
COUNTY OF Kingman)



On this 29th day of March 2019, before me appeared Marvin A. Miller, known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed same as his free and voluntary act and deed and as the free and voluntary act and deed as President of MTM Petroleum, Inc., for the uses and purposes therein set forth.

My Commission Expires: 6-14-2019

[Signature]
Notary Public

Acknowledgement

Assignee: Ambrotra Energy LLC

By: [Signature]

Title: member

STATE OF Kansas)

COUNTY OF Kingman)



On this 29th day of March 2019, before me appeared George Beck, known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed same as his free and voluntary act and deed and as the free and voluntary act and deed as Pres. of Ambrotra Energy LLC, for the uses and purposes therein set forth.

My Commission Expires: 6-14-2019

[Signature]

Notary Public

Exhibit "B"

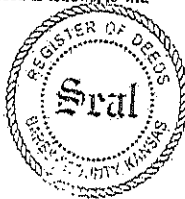
PRODUCERS 88-PAID UP

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 30th day of May, 2017, by and between Donald Rucker and Barbara Rucker, Trustees, or their successors in Trust, under the Donald Rucker and Barbara Rucker Revocable Living Trust, dated January 12, 2016, and any amendments thereto, whose mailing address is P.O. Box 71, Sharon, Kansas 67138, hereinafter called Lessor (whether one or more) and GHR Resources, LLC, whose post office address is 211 N. Springfield, Anthony, Ks 67003, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more (\$10,00+) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased, and let, and by these presents does grant, demise, lease, and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save, and take care of said products, all that certain tract of land situated in the County of Barber State of Kansas, described as follows, to-wit:

T32S-R10W
Sec. 7: N/2
T32S-R11W
Sec. 12: NE/4



State of Kansas, Barber Co., SS
This instrument was filed for record on the 31 day of March 2017 at 4:58 o'clock P. M., and duly recorded in book 344 on page 1199
Kathy Umberson, Deputy
Register of Deeds
Fees \$45.00

together with any reversionary rights therein, and together with all strips or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor, and containing 500 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of two (2) year from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, 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 during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:
a. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal three-sixteenths (3/16) part of all oil produced and saved from the leased premises.

b. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom three-sixteenths (3/16) of the actual amount received by the Lessee, said payments to be made monthly.

4. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid to the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

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

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee shall have the right, but not the obligation, to pool all or any part of the Leased Premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this Lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the Leased Premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 160 acres plus a maximum acreage tolerance of 10%, and 160 acres for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the Leased Premises shall be treated as if it were production, drilling or reworking operations on the Leased Premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the Leased Premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable for damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule, or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors, and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors, and assigns of Lessor and Lessee.

16. "Addendum," attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Donald Rucker
Donald Rucker, Trustee

Barbara Rucker
Barbara Rucker, Trustee

STATE OF Kansas }
COUNTY OF Barber } ss

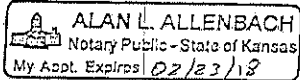
ACKNOWLEDGMENT—TRUSTEES

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of May, 2017, personally appeared Donald Rucker and Barbara Rucker, Trustees, or their successors in Trust, under the Donald Rucker and Barber Rucker revocable Living Trust, dated January 12, 2016, and any amendments thereto, to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the purposes therein set forth.

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

My Commission Expires 02/23/2018

[Signature]
Notary Public



Return to: GHB Resources, LLC
211 N. Springfield
Anthony, Ks. 67003

"ADDENDUM"

Attached to and made part of that certain oil and gas lease dated May 30th, 2017 by and between Donald Rucker and Barbara Rucker, Trustees, or their successors in Trust, under the Donald Rucker and Barber Rucker revocable Living Trust, dated January 12, 2016, and any amendments thereto, as Lessor, and GHB Resources, L.L.C., as Lessee, covering 500 acres more or less.

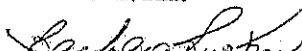
The provision of this "ADDENDUM" shall control and supersede terms of the attached oil and gas lease when terms conflict.

1. Lessor and Lessee agree that any and all damage claims that arise from Lessee's operation shall be settled within three (3) months after egress of drilling equipment.
2. Minimum surface damages of \$2,500.00 per well shall be paid by Lessee in advance of ingress of drilling equipment, as a deposit toward damages to land and grass caused by Lessee's operations thereon. In the event damages are greater than the amount paid, Lessee shall settle promptly for excess damages. In the event damages are less than or equal to the deposit paid, no additional amount will be owed.
3. Lessee shall pay for all loss of crops and pasture and damages to the land occasioned by its operations and reasonably restore the premises as nearly as to its original contour and the condition existing at the time the lease is executed including but not limited to the filling of all pits/ponds, and the removal of all structures placed thereon during the term of said lease; and upon abandonment, Lessee shall similarly comply with the provisions of restoration set forth within six (6) months from the date of abandonment. Lessee is required to remove all equipment and pipe within six (6) months of abandonment.
4. Lessee shall not be permitted to use any existing well or any well drilled on the leased premises as a salt water disposal well for the disposal of salt water produced off the premises unless separately agreed between Lessor and Lessee, provided, however, Lessee shall have right to drill a saltwater disposal well for disposition of saltwater from wells drilled on any lands covered by this lease. A water injection well is not to be construed as a saltwater disposal well.
5. Lessor reserves the right to designate the direction and location of every roadway and/ or electrical service on the premises, provided only that such road shall upon the request of the Lessee, be designated and the width thereof shall be sufficient for normal operations. Lessee will require ingress and egress to well locations without delay. Roads shall be properly maintained for travel and shall be constructed to minimize washouts and runoff.
6. No water may be used from ponds, creeks, streams, or wells of Lessor without written consent of Lessor and compensating Lessor therefor. Lessee may drill own freshwater well for drilling and completion projects on above acreage. Lessor may keep fresh water well in lieu of payment for water.
7. In the drilling of any well, in the restoration of the surface in all operations, including the plugging of any well, Lessee shall fully comply with the requirements of the Kansas Corporation Commission unless the lease or its exhibit imposes any greater obligation on Lessee.
8. Any pipelines or roadway constructed for servicing wells other than those on premises owned by Lessor shall be subject to separate agreement and compensating Lessor therefor.
9. In the event Lessee drills a well on the leased premises, Lessee shall segregate the topsoil from other excavated soil and leave any excavated topsoil on the leased premises. As soon as possible after drilling operations, Lessee shall close all pits it has dug replacing the excavated soil to confines in which it was removed, i.e. by returning the topsoil to the surface of the filled pits and burying any subsurface rock brought to the surface.
10. In the event Lessee installs a cattle guard, also known as an autogate, on leased premises, Lessee shall, upon request by Lessor, leave said cattle guard for Lessor after termination of this lease. Gates shall be locked and key provided to Lessee for required access.
11. All pipelines shall be laid to a minimum depth of 36" below surface.
12. All pipeline right of ways will be measured and calculated at \$25.00 per rod total for R/O/W and Damages. Flow lines from well head to tank battery are covered by the initial \$2500.00 drill site and roadway damage payment.
13. No gas well shall be shut in more than one year beyond the primary term hereof or the date of completion as a well capable of producing gas, whichever is later. If said well is shut-in for more than one (1) year, Lessee agrees to pay \$10.00 per acre annum as shut-in gas royalties. After the end of the primary term, this lease may not be maintained in force solely by reason of the shut-in royalty payments, as provided for in this lease, for any one shut-in period of more than five (5) years.

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 service 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 a condition precedent to the bringing of any action by Lessor on this Lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of said notice. 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 its obligations hereunder. This Lease shall never be forfeited or cancelled for the failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and Lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

Acknowledged and accepted by:


Donald Rucker, Trustee


Barbara Rucker, Trustee